



City of Hamilton
DELEGATED CONSENT AUTHORITY
AGENDA

Meeting #: 25 - 1
Date: January 21, 2025
Time: 1:00 p.m.
Location: Meet as per their delegated authority –
Meetings are not livestreamed

Jamila Sheffield, Secretary Treasurer (905) 546-2424 ext. 4144
cofa@hamilton.ca

Pages

1. Delegated Consent Authority

- 1.1 B-24:80 43-51 King Street East & 60 King William Street, Hamilton (Ward 2) 3
- Agent UrbanSolutions Planning & Land Development Consultants Inc. –
M. Johnston
- Owner King William Residence Inc.



Hamilton

COMMITTEE OF ADJUSTMENT

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

Telephone (905) 546-2424, ext. 4221, 3935

E-mail: cofa@hamilton.ca

NOTICE OF APPLICATION
CONSENT

You are receiving this notice because you are either:

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

APPLICATION NO.:	B-24:80	SUBJECT PROPERTY:	43-51 King Street East and 60 King William Street, Hamilton
-------------------------	----------------	--------------------------	---

APPLICANTS:

Owner: King William Residence Inc.

Agent: Urban Solutions Planning & Land Development Consultants Inc. c/o Matt Johnston

PURPOSE & EFFECT: To permit the creation of an easement over a portion of land for access and maintenance purposes.

	Frontage	Depth	Area
SEVERED LANDS: (for Easement)	Varies 4.0 – 6.0 m [±]	35.211 m [±]	162.566 m ^{2±}
RETAINED LANDS:	70.50 & 27.20 m [±]	Varies m [±]	4,166.26 m ^{2±}

Associated Planning Act File(s): HM/B-22:120 & HM/N-22:121

This Notice must be posted by the owner of any land which contains seven or more residential units so that it is visible to all residents.

This application will be decided upon by the Consent Authority, the Director of Planning and Chief Planning, no earlier than:

Tuesday, January 21, 2025

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

- Visit www.hamilton.ca/committeeofadjustment - Delegated Consent Authority Tab
- Email Committee of Adjustment staff at cofa@hamilton.ca

B-24:80

PUBLIC INPUT

Written: If you would like to submit written comments to the Consent Authority, you may do so via email or hardcopy. Written comments can be submitted by emailing cofa@hamilton.ca or by mailing the Committee of Adjustment, City of Hamilton, 71 Main Street West, 5th Floor, Hamilton, Ontario, L8P 4Y5. **Comments must be received by noon two days before the Date of Decision.**

Comments will be available on **January 15, 2025** on our website: www.hamilton.ca/committeeofadjustment

Orally: Oral comments are not able to be submitted.



 Subject Lands

DATED: January 2, 2025

Jamila Sheffield,
Secretary-Treasurer
Committee of Adjustment

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

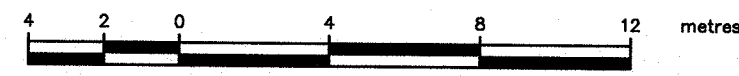
If a person or public body that files an appeal of a Decision in respect of the proposed consent does not make written submissions before the Consent Authority gives or refuses to give a provisional consent, the Ontario Land Tribunal may dismiss the appeal.

B-24:80

If you wish to be notified of the Decision of Consent Authority in respect of the proposed consent, **you must make a written request** to the Secretary-Treasurer of The City of Hamilton Committee of Adjustment by email at cofa@hamilton.ca or by mail through City Hall, 5th floor, 71 Main Street West, Hamilton, ON L8P 4Y5. A copy of the Decision will only be sent to those who request.

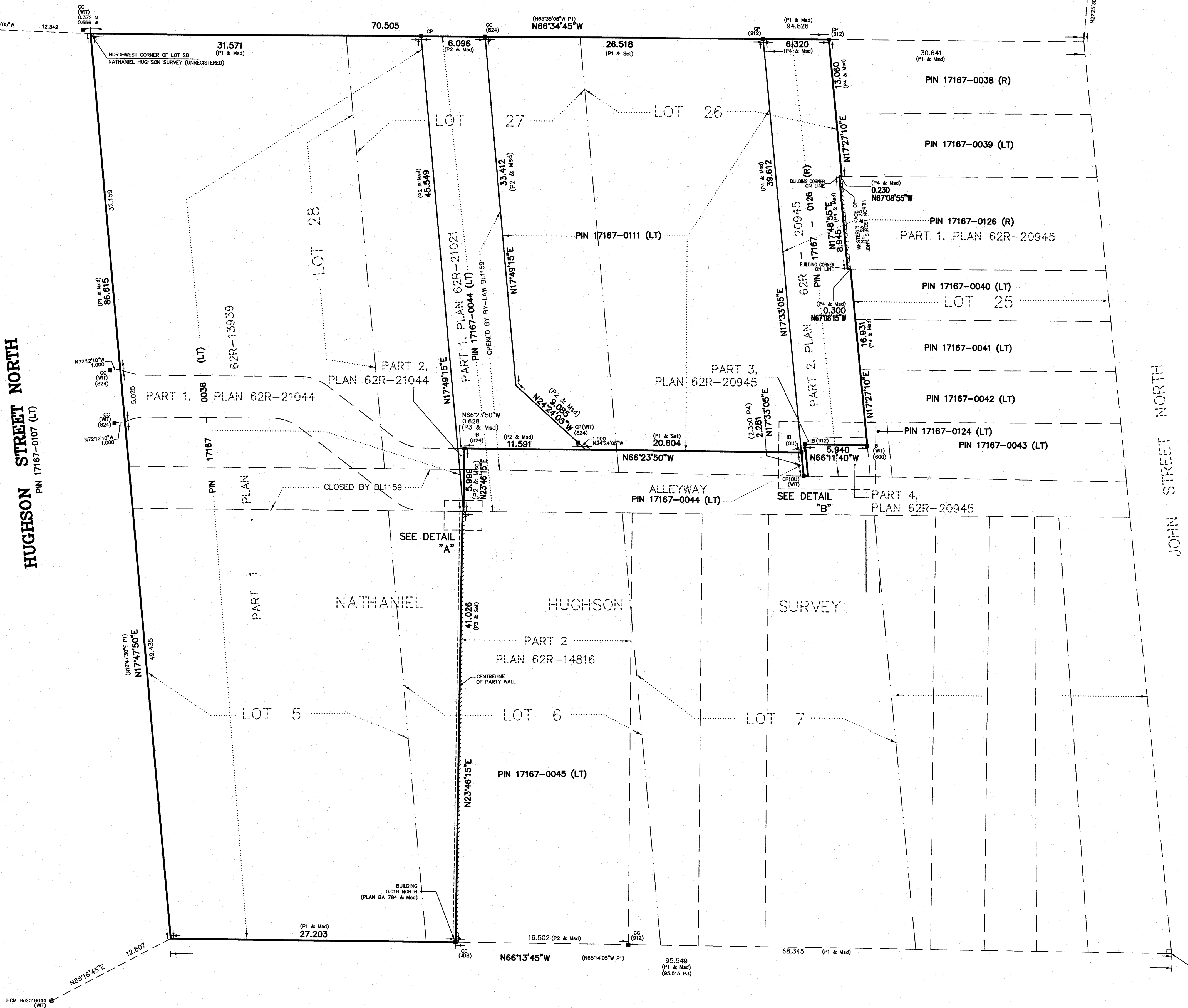
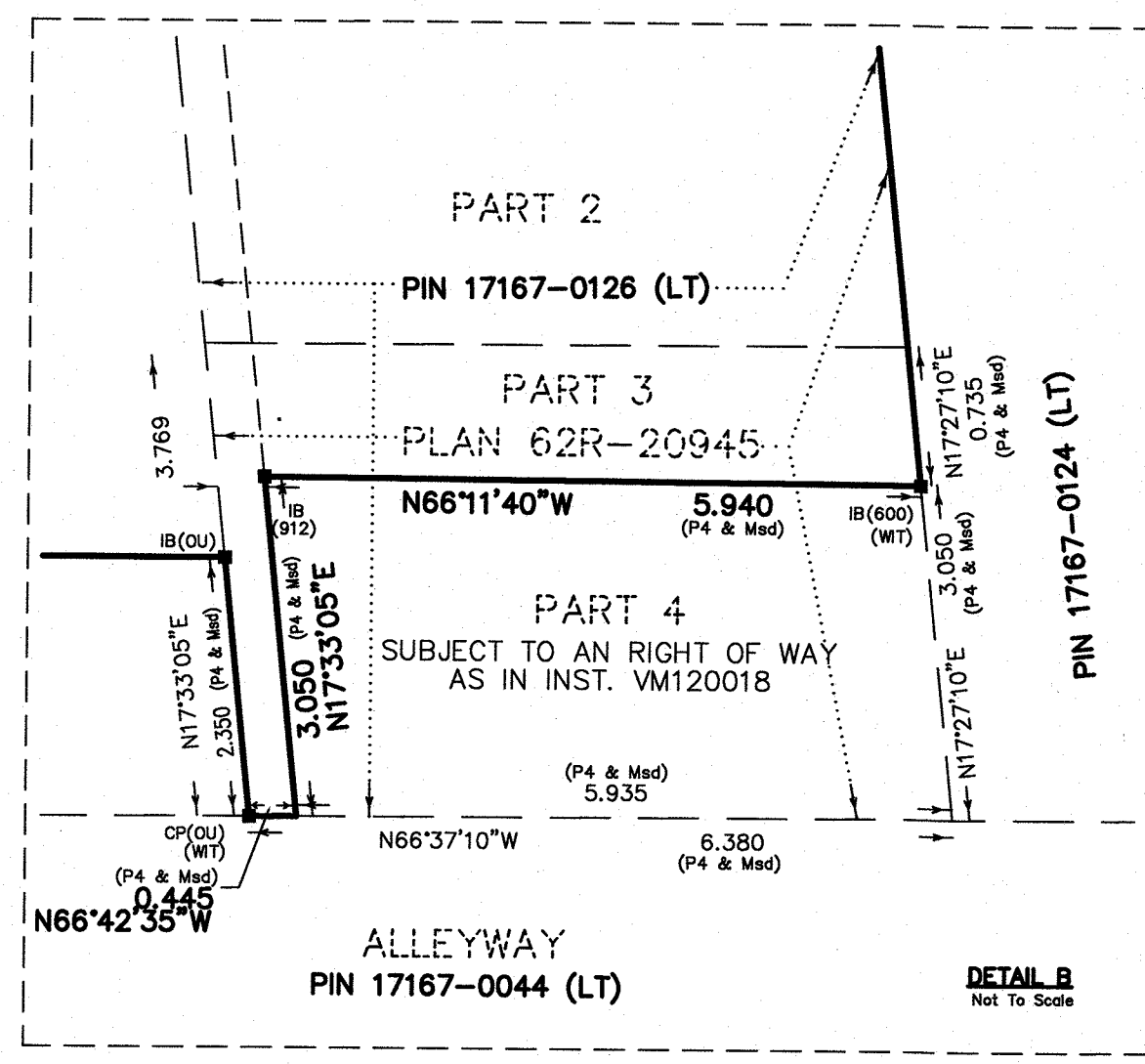
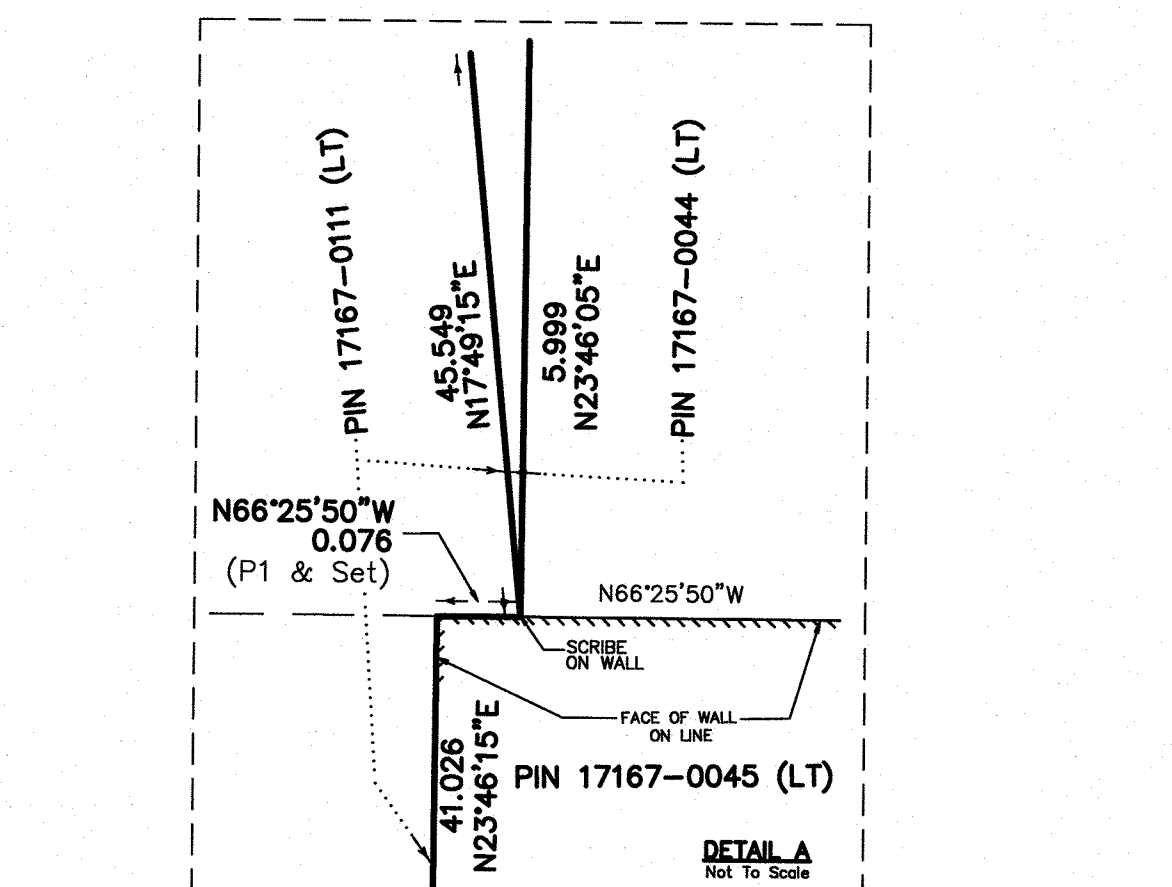
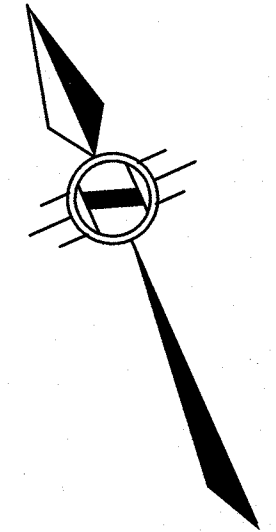
PLAN OF SURVEY
 OF
LOT 5
 AND PART OF
LOT 6
 NORTH SIDE OF KING STREET BETWEEN
 HUGHSON AND JOHN STREET
 AND
LOT 28
 AND PART OF
LOTS 26 & 27
 SOUTH SIDE OF KING WILLIAM STREET BETWEEN
 HUGHSON AND JOHN STREET
 ALL IN
NATHANIEL HUGHSON SURVEY (UNREGISTERED)
 IN THE
CITY OF HAMILTON

SCALE 1:200 METRIC



S.D. McLAREN, O.L.S. - 2019

KING WILLIAM STREET
 PIN 17167-0054 (LT)



- LEGEND:**
- DENOTES MONUMENT SET
 - MONUMENT FOUND
 - IRON BARK
 - OC CUT CROSS
 - SB STANDARD IRON BAR
 - SSB SHORT STANDARD IRON BAR
 - SSA A.T. McLAREN, O.L.S.
 - JB J.D. BARNES LIMITED
 - 912 A.J. CLARKE, O.L.S.
 - WT WITNESS
 - MEASURED
 - P1 PLAN 62R-13939
 - P2 PLAN 62R-21021
 - P3 PLAN 62R-21044
 - P4 PLAN 62R-20945

BEARING NOTE:
 BEARINGS ARE UTM GRID, DERIVED FROM OBSERVED REFERENCE POINTS A AND B, BY REAL TIME NETWORK OBSERVATIONS, UTM ZONE 17, NAD83 (CSRS) (2010.0)

NOTE:
 DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID DISTANCES BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.999594422

INTEGRATION DATA

POINT ID	NORTHING	EASTING
CRP @	4789994.762	561925.500
CRP @	4789962.246	562028.108

COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

KING STREET EAST
 (BY PLAN BA-784)
 PIN 17167-0105 (LT)

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

SURVEYOR'S CERTIFICATE
 I CERTIFY THAT:
 1. THE SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT AND THE REGULATIONS MADE UNDER THEM;
 2. THE SURVEY WAS COMPLETED ON THE 22ND DAY OF JANUARY, 2019

S. DAN McLAREN, O.L.S.

© S.D. McLAREN, O.L.S. - 2019. NO PERSON MAY COPY, REPRODUCE, DISTRIBUTE OR ALTER THIS PLAN IN WHOLE OR IN PART WITHOUT THE WRITTEN PERMISSION OF S.D. McLAREN, O.L.S.

A.T. McLaren Limited
 LEGAL AND ENGINEERING SURVEYS
 69 JOHN STREET SOUTH, SUITE 230
 HAMILTON, ONTARIO, L8N 2R9
 PHONE (905) 527-8809 FAX (905) 527-0032

JANUARY 22, 2019
 DATE

SCHEDULE

PART	LOT	PLAN	PIN
1	PART OF LOTS 27 & 28 SOUTH SIDE OF KING WILLIAM STREET BETWEEN HUGHSON AND JOHN STREET AND PART OF ALLEYWAY BETWEEN HUGHSON, KING WILLIAM, JOHN & KING STREET (CLOSED BY BL1159)	NATHANIEL HUGHSON SURVEY (UNREGISTERED)	PART OF PIN 17167-0036 (LT)
2	PART OF LOT 27 SOUTH SIDE OF KING WILLIAM STREET BETWEEN HUGHSON AND JOHN STREET AND PART OF ALLEYWAY BETWEEN HUGHSON, KING WILLIAM, JOHN & KING STREET		PART OF PIN 17167-0044 (LT)

PLAN 62 R- 21044
 RECEIVED AND DEPOSITED
 Date 2018-12-20
 "C. LANGMEER"
 REPRESENTATIVE FOR
 LAND REGISTRAR FOR THE LAND
 TITLES DIVISION OF WENTWORTH (No. 62)
 I REQUIRE THIS PLAN TO BE
 DEPOSITED UNDER THE LAND
 TITLES ACT.
 Date DECEMBER 3, 2018

 S. DAN McLAREN, O.L.S.

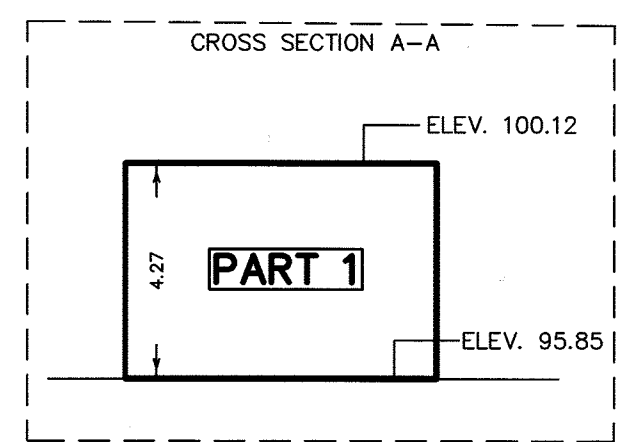
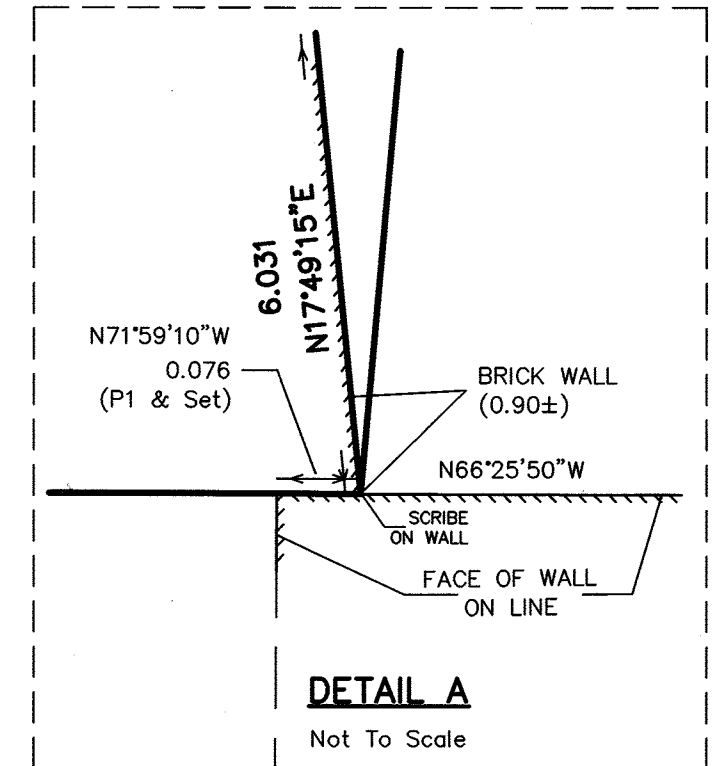
BENCHMARK:
 MONUMENT 0011963U3491
 POST OFFICE ON THE SOUTHWEST CORNER
 OF KING STREET EAST AND JOHN STREET
 SOUTH, TABLET IN THE EAST STONE
 FOUNDATION WALL, 8.26m SOUTH OF THE
 NORTHEAST CORNER, 2.71m BELOW A
 WINDOW SILL AND 42cm ABOVE SIDEWALK
 LEVEL
 ELEVATION: 96.871 metres CGVD-1928:1978

KING WILLIAM STREET
 (BY NATHANIEL HUGHSON SURVEY)
 PIN 17167-0054 (LT)

STRATA PLAN OF SURVEY
 OF PART OF
LOTS 27 AND 28
SOUTH SIDE OF KING WILLIAM STREET BETWEEN
HUGHSON AND JOHN STREET
 AND PART OF
ALLEYWAY
BETWEEN HUGHSON, KING WILLIAM, JOHN & KING STREET
(PARTIALLY CLOSED BY BL1159)
 ALL IN
NATHANIEL HUGHSON SURVEY (UNREGISTERED)
 IN THE
CITY OF HAMILTON
 SCALE 1:150 METRIC



S.D. McLAREN, O.L.S. - 2018



- LEGEND:**
- DENOTES MONUMENT SET
 - MONUMENT FOUND
 - IB IRON BAR
 - CC CUT CROSS
 - CP CONCRETE PIN
 - SB STANDARD IRON BAR
 - SSB SHORT STANDARD IRON BAR
 - R24 A.T. McLAREN, O.L.S.
 - JDB J.D. BARNES LIMITED
 - WT WITNESS MEASURED
 - Med MEASURED
 - P1 PLAN 62R-13939
 - P2 PLAN 62R-14816
 - P3 PLAN BA-784
 - P4 PLAN BY A.T. McLAREN, DATED APRIL 5, 2017 - FILE No. 35298-T INSTRUMENT M180105
 - D1 NOT TO SCALE

BEARING NOTE:
 BEARINGS ARE UTM GRID, DERIVED FROM OBSERVED REFERENCE POINTS A AND B, BY REAL TIME NETWORK OBSERVATIONS, UTM ZONE 17, NAD83 (CSRS) (2010.0)

NOTE:
 DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID DISTANCES BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.999594422

INTEGRATION DATA

OBSERVED REFERENCE POINTS (ORP's): UTM ZONE 17, NAD83 (CSRS) (2010.0). COORDINATES TO URBAN ACCURACY PER SEC. 14(2) OF OREG. 216/10

POINT ID	NORTHING	EASTING
ORP @	4789994.762	591925.500
ORP @	4789962.346	592029.108

COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

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

SURVEYOR'S CERTIFICATE
 I CERTIFY THAT:
 1. THE STRUCTURES SHOWN ON THIS PLAN ARE IN EXISTENCE.
 2. THE DIMENSIONS SHOWN ON THIS PLAN HAVE BEEN VERIFIED BY MEASUREMENTS.
 DECEMBER 3, 2018
 DATE

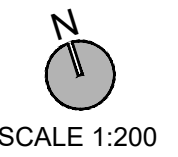
 S. DAN McLAREN, O.L.S.

SURVEYOR'S CERTIFICATE
 I CERTIFY THAT:
 1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
 2. THE SURVEY WAS COMPLETED ON THE 3RD DAY OF DECEMBER 2018
 DECEMBER 3, 2018
 DATE

 S. DAN McLAREN, O.L.S.

A.T. McLaren Limited
 LEGAL AND ENGINEERING SURVEYS
 69 JOHN STREET SOUTH, SUITE 230
 HAMILTON, ONTARIO, L8N 2B9
 PHONE (905) 527-8559 FAX (905) 527-0032
 Drawn KM Checked DG Scale 1:150 Dwg.No. 35298-R3

KING WILLIAM STREET



(BY NATHANIEL HUGHSON SURVEY)
PIN 17167-0054 (LT)

(A)
NAIL

HUGHSON STREET NORTH
(BY NATHANIEL HUGHSON SURVEY)
PIN 17167-0107 (LT)

OH

CC
(824)

LOT 27
PART 2, PLAN
CITY OF HAMILTON
ALLEYWAY

PIN 17167

PART 1, PLAN 62R-21021

PIN 17167-0044 (LT)

OPENED BY BY-LAW BL1159

CP
(824)

PART 1

PIN 17167 - 0265

62R-13939

LOT 28

PIN 17167-0036 (LT)

PART 2

PLAN
PART 1

CLOSED

BY BL1159

ALLEYWAY

SCRIBE ON WALL

SEE
DETAIL 'A'

FACE OF
ON LI

FACE OF
ON LI

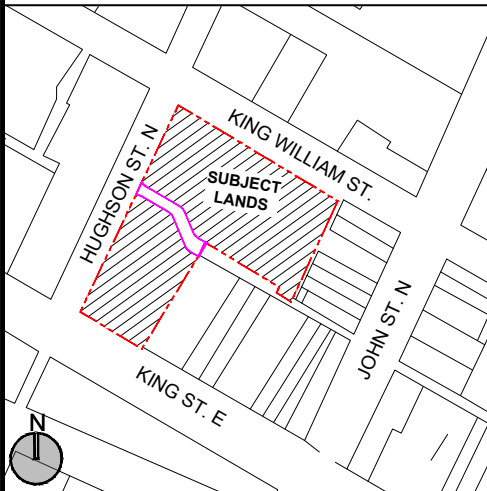
PIN 17

NATHANIEL HUGHSON SURVEY

PART
PLAN 62R

LOT 5

KEY MAP - N.T.S.



LEGEND:

- SUBJECT LANDS
- EASEMENT

NOT FOR CONSTRUCTION
ISSUED FOR REVIEW & COMMENTS ONLY

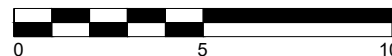
NOTES:
ALL DIMENSIONS SHOWN ON THIS PLAN ARE IN METRES AND CAN BE
CONVERTED TO FEET BY DIVIDING BY 0.3048.

PREPARED BY:



3 STUDEBAKER PLACE, UNIT 1
HAMILTON, ON L8L 0C8
905-546-1087 - urbansolutions.info

SCALE 1:200
METRES



TITLE:

**EASEMENT
SKETCH**

PROJECT:

KING AT HUGHSON
43-51 KING STREET EAST & 60
KING WILLIAM STREET

DESIGN BY: A.T. MCLAREN

CHECKED BY: S. BEEDIE

DRAWN BY: L. TAIBI

DATE: NOVEMBER 27, 2024

U/S FILE NUMBER:

247-17

SHEET NUMBER:

1

LAND
REGISTRY
OFFICE #62

17167-0265 (LT)

PAGE 1 OF 2
PREPARED FOR LRO Staff
ON 2022/03/11 AT 11:35:12

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: LT 5 & PT LT 6 N/S KING ST BTN HUGHSON ST & JOHN ST; LT 28 & PT LTS 26 & 27 S/S KING WILLIAM ST BTN HUGHSON ST & JOHN ST; PT ALLEYWAY BTN HUGHSON ST, KING WILLIAM ST, JOHN ST & KING ST (CLOSED BY BL1159 & CLOSED BY BY-LAW NO. 18-340 AS IN WE1359390), ALL IN NATHANIEL HUGHSON SURVEY UNREGISTERED. DESIGNATED AS PARTS 1, 2, 3 & 4 ON 62R21849; SUBJECT TO AN EASEMENT AS IN WE1381577; SUBJECT TO AN EASEMENT IN GROSS OVER PART 2 ON 62R21849 AS IN WE1433183; CITY OF HAMILTON

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2022/03/08.

ESTATE/QUALIFIER:
FEE SIMPLE
LT ABSOLUTE PLUS

RECENTLY:
RE-ENTRY FROM 17167-0261

PIN CREATION DATE:
2022/03/11

OWNERS' NAMES
KING WILLIAM RESIDENCES INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
BL1159	1944/07/13	BYLAW			THE CORPORATION OF THE CITY OF HAMILTON	C
	REMARKS: SKETCH ATTACHED.					
CD428933	1987/09/24	AGREEMENT			THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH	C
	REMARKS: ENCROACHMENT					
VM68439	1990/11/28	AGREEMENT			THE CORPORATION OF THE CITY OF HAMILTON	C
VM275968	2008/03/27	AGREEMENT		1602499 ONTARIO INC.	CITY OF HAMILTON	C
WE1134139	2016/07/15	TRANSFER	\$2	1876501 ONTARIO INC.	KING WILLIAM RESIDENCES INC.	C
	REMARKS: PLANNING ACT STATEMENTS.					
VM282272	2018/11/01	TRANSFER	\$1,000,000	1602499 ONTARIO INC.	KING WILLIAM RESIDENCES INC.	C
	REMARKS: PTS 2 & 3 ON 62R20945					
VM282273	2018/11/01	TRANSFER	\$2	1602499 ONTARIO INC.	KING WILLIAM RESIDENCES INC.	C
	REMARKS: PT 4 ON 62R20945					
WE1359390	2019/06/07	BYLAW		CITY OF HAMILTON		C
	REMARKS: BYLAW NO. 18-340 - TO PERMANENTLY CLOSE A PORTION OF PUBLIC ASSUMED ALLEY ABUTTING 60 KING WILLIAM STREET, ESTABLISHED BY NATHANIEL HUGHSON SURVEY (UNREGISTERED), PART 1 PLAN 62R21021.					
WE1361523	2019/06/18	TRANSFER	\$60,000	CITY OF HAMILTON	KING WILLIAM RESIDENCES INC.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND
REGISTRY
OFFICE #62

17167-0265 (LT)

PAGE 2 OF 2
PREPARED FOR LRO Staff
ON 2022/03/11 AT 11:35:12

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
WE1366034	2019/07/08	APL CONSOLIDATE		KING WILLIAM RESIDENCES INC.		C
WE1381577	2019/09/18	TRANSFER EASEMENT		KING WILLIAM RESIDENCES INC.	BELL CANADA	C
WE1389132	2019/10/23	NOTICE		KING WILLIAM RESIDENCES INC.		C
WE1389133	2019/10/23	NOTICE		KING WILLIAM RESIDENCES INC.		C
WE1389134	2019/10/23	NOTICE		KING WILLIAM RESIDENCES INC.		C
WE1395701	2019/11/20	NOTICE		KING WILLIAM RESIDENCES INC.		C
		<i>REMARKS: SITE PLAN-BUILDING CODE ACT</i>				
WE1433183	2020/05/28	TRANSFER EASEMENT	\$2	KING WILLIAM RESIDENCES INC.	CITY OF HAMILTON	C
WE1445921	2020/08/04	NOTICE	\$2	KING WILLIAM RESIDENCES INC.	CITY OF HAMILTON	C
		<i>REMARKS: AGREEMENT</i>				
WE1467971	2020/11/06	NOTICE		KING WILLIAM RESIDENCES INC.		C
WE1510522	2021/05/07	CHARGE	\$225,000,000	KING WILLIAM RESIDENCES INC.	CANADIAN IMPERIAL BANK OF COMMERCE	C
WE1510523	2021/05/07	NO ASSGN RENT GEN		KING WILLIAM RESIDENCES INC.	CANADIAN IMPERIAL BANK OF COMMERCE	C
		<i>REMARKS: WE1510522</i>				
WE1573986	2022/01/11	NOTICE	\$2	KING WILLIAM RESIDENCES INC.		C
62R21849	2022/03/08	PLAN REFERENCE				C
WE1588608	2022/03/08	APL ABSOLUTE TITLE		KING WILLIAM RESIDENCES INC.		C
		<i>REMARKS: WE1456297</i>				

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LRO # 62 **Transfer Easement**

Received as **WE1704879** on 2023 10 18 at 10:53

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 1 of 6

Properties

PIN 17167 - 0265 LT *Interest/Estate* Fee Simple Add Easement
Description SERVIENT LANDS: PT LTS 27 & 28 S/S KING WILLIAM ST BTN HUGHSON ST & JOHN ST;
 PT ALLEYWAY BTN HUGHSON ST, KING WILLIAM ST, JOHN ST & KING ST (CLOSED BY
 BL1159 & BY BY-LAW NO. 18-340 AS IN WE1359390), ALL IN NATHANIEL HUGHSON
 SURVEY UNREGISTERED; DESIGNATED AS PARTS 1 & 2 ON PLAN 62R-21044; CITY OF
 HAMILTON

 DOMINANT LANDS: PIN 17167-0043 (LT): PT LT 25 NATHANIEL HUGHSON SURVEY
 (UNREGISTERED) S/S KING WILLIAM ST BTN HUGHSON ST & JOHN ST AS IN VM10433;
 CITY OF HAMILTON
Address HAMILTON

Consideration

Consideration \$2.00

Transferor(s)

The transferor(s) hereby transfers the easement to the transferee(s).

Name KING WILLIAM RESIDENCES INC.
Address for Service 65 Queen Street West, Suite 210
 Toronto, Ontario M5H 2M5

A person or persons with authority to bind the corporation has/have consented to the registration of this document.

This document is not authorized under Power of Attorney by this party.

Transferee(s)	Capacity	Share
----------------------	-----------------	--------------

<i>Name</i> ST. PIERRE, CLAIRE GABRIELLE	Registered Owner	
<i>Date of Birth</i> 1956 11 23		
<i>Address for Service</i> 2895 Highway No. 20 Haldimand Road Cayuga, Ontario N0A 1E0		

Statements

Schedule: See Schedules

Signed By

Grammy Wing Lam Tien	1500-151 Yonge St. Toronto M5C 2W7	acting for Transferor(s)	Signed	2023 10 18
----------------------	--	-----------------------------	--------	------------

Tel 416-863-1188

Fax 416-863-0305

I have the authority to sign and register the document on behalf of the Transferor(s).

Li Cheng	200-10 George Street Hamilton L8P 1C8	acting for Transferee(s)	Signed	2023 09 19
----------	---	-----------------------------	--------	------------

Tel 905-526-2127

Fax 905-526-2112

I have the authority to sign and register the document on behalf of the Transferee(s).

Submitted By

LI CHENG	200-10 George Street Hamilton L8P 1C8	
----------	---	--

Tel 905-526-2127

Fax 905-526-2112

Fees/Taxes/Payment

<i>Statutory Registration Fee</i>	\$69.00
<i>Provincial Land Transfer Tax</i>	\$0.00
<i>Total Paid</i>	\$69.00

LRO # 62 **Transfer Easement**

Received as **WE1704879** on 2023 10 18 at 10:53

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 2 of 6

File Number

Transferor Client File Number : 42329-03

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 17167 - 0265 SERVIENT LANDS: PT LTS 27 & 28 S/S KING WILLIAM ST BTN HUGHSON ST & JOHN ST; PT ALLEYWAY BTN HUGHSON ST, KING WILLIAM ST, JOHN ST & KING ST (CLOSED BY BL1159 & BY BY-LAW NO. 18-340 AS IN WE1359390), ALL IN NATHANIEL HUGHSON SURVEY UNREGISTERED; DESIGNATED AS PARTS 1 & 2 ON PLAN 62R-21044; CITY OF HAMILTON

DOMINANT LANDS: PIN 17167-0043 (LT): PT LT 25 NATHANIEL HUGHSON SURVEY (UNREGISTERED) S/S KING WILLIAM ST BTN HUGHSON ST & JOHN ST AS IN VM10433; CITY OF HAMILTON

BY: KING WILLIAM RESIDENCES INC.

TO: ST. PIERRE, CLAIRE GABRIELLE

Registered Owner

1. ST. PIERRE, CLAIRE GABRIELLE

I am

- (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
- (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
- (c) A transferee named in the above-described conveyance;
- (d) The authorized agent or solicitor acting in this transaction for _____ described in paragraph(s) () above.
- (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for _____ described in paragraph(s) () above.
- (f) A transferee described in paragraph () and am making these statements on my own behalf and on behalf of _____ who is my spouse described in paragraph () and as such, I have personal knowledge of the facts herein deposed to.

3. The total consideration for this transaction is allocated as follows:

(a) Monies paid or to be paid in cash	\$2.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)	\$0.00
(ii) Given Back to Vendor	\$0.00
(c) Property transferred in exchange (detail below)	\$0.00
(d) Fair market value of the land(s)	\$0.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	\$0.00
(f) Other valuable consideration subject to land transfer tax (detail below)	\$0.00
(g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f))	\$2.00
(h) VALUE OF ALL CHATTELS -items of tangible personal property	\$0.00
(i) Other considerations for transaction not included in (g) or (h) above	\$0.00
(j) Total consideration	\$2.00

4.

Explanation for nominal considerations:

- o) Transfer of easement or right of way for no consideration.

5. The land is subject to encumbrance

6. Other remarks and explanations, if necessary.

- The information prescribed for purposes of section 5.0.1 of the Land Transfer Tax Act is not required to be provided for this conveyance.
- The transferee(s) has read and considered the definitions of "designated land", "foreign corporation", "foreign entity", "foreign national", "Greater Golden Horseshoe Region", "specified region", "spouse" and "taxable trustee" as set out in subsection 1(1) of the Land Transfer Tax Act and O. Reg 182/17. The transferee(s) declare that this conveyance is not subject to additional tax as set out in subsection 2(2.1) of the Act because:
- (c) The transferee(s) is not a "foreign entity" or a "taxable trustee".
- The transferee(s) declare that they will keep at their place of residence in Ontario (or at their principal place of business in Ontario) such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act for a period of at least seven years.
- The transferee(s) agree that they or the designated custodian will provide such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act, to the Ministry of Finance upon request.

PROPERTY Information Record

A. Nature of Instrument: Transfer Easement
LRO 62 Registration No. WE1704879 Date: 2023/10/18

B. Property(s): PIN 17167 - 0265 Address HAMILTON Assessment -
Roll No

C. Address for Service: 2895 Highway No. 20 Haldimand Road
Cayuga, Ontario NOA 1E0

D. (i) Last Conveyance(s): PIN 17167 - 0265 Registration No. WE1661679
(ii) Legal Description for Property Conveyed: Same as in last conveyance? Yes No Not known

E. Tax Statements Prepared By: Li Cheng
200-10 George Street
Hamilton L8P 1C8

SCHEDULE TO TRANSFER EASEMENT

1. The Transferor is the registered owner in fee simple of those lands and premises legally described as Lot 5 & Part of Lot 6 North Side King Street between Hughson Street & John Street; Lot 28 and Part of Lots 26 and 27 South Side King William Street between Hughson Street & John Street; Part Alleyway between Hughson Street, King William Street, John Street & King Street (Closed by BL1159 & Closed by By-law No. 18-340 as in WE1359390, all in the unregistered Nathaniel Hughson Survey. Designated as Parts 1, 2, 3 and 4 on Plan 62R-21849; City of Hamilton (the “**Transferor’s Lands**”).
2. The Transferee is the registered owner in fee simple of those lands and premises legally described as PT LT 25 NATHANIEL HUGHSON SURVEY (UNREGISTERED) S/S KING WILLIAM ST BTN HUGHSON ST & JOHN ST AS IN VM10433; CITY OF HAMILTON, BEING ALL OF PIN 17167-0043 (LT); City of Hamilton (the “**Adjoining Lands**”);
3. The Transferor hereby grants, transfers, and conveys to the Transferee, a non-exclusive easement or right in the nature of an easement, in perpetuity, in favour of the owners(s) from time to time of the Adjoining Lands and Authorized Persons, to travel, pass, and re-pass by foot and vehicle, over, along, and upon that part of the Transferor’s Lands legally described as:

Part of Lots 27 and 28 South Side King William Street between Hughson Street & John Street and Part Alleyway between Hughson Street, King William Street, John Street & King Street (Closed by BL1159 & Closed by By-law No. 18-340 as in WE1359390, all in the unregistered Nathaniel Hughson Survey, designated as Parts 1 and 2 on Plan 62R-21044; City of Hamilton (the “**Access Road**”),

for the purpose of access and egress to and from the Adjoining Lands to the public highway abutting the Access Road (the “**Right-of-Way**”). The Right-of-Way is hereby granted by the Transferor to the Transferee on the following terms and conditions, which are hereby mutually covenanted and agreed to by, and between the Transferor and the Transferee:

4. Defined Terms. Unless otherwise defined herein, capitalized terms used in the Schedule shall have the following meanings:
 - a. "Authorized Persons" means the tenants, subtenants, licensees, sublicensees, and occupants of the Adjoining Land, their or the Transferee’s invitees, customers, agents, representatives, employees, and contractors, and anyone else using the Adjoining Land authorized by the Transferee, from time to time.
 - b. “Business Day” means any day other than a Saturday, Sunday, or Statutory Holiday in Ontario.
 - c. “Transferee” means the party or parties identified as the Transferee(s) on page one of this Transfer Easement.

- 2 -

- d. "Transferor" means the party or parties identified as the Transferor(s) on page one of this Transfer Easement.
5. Damages. The Transferee and Authorized Persons shall not cause any damage to the Transferor's Lands. The Transferee covenants and agrees that it shall fully indemnify the Transferor in respect of all costs and losses incurred by the Transferor arising from such damages, including, without limitation, the Transferor's costs to repair the damage and shall pay full compensation to the Transferor within fifteen (15) Business Days of written demand or, in the alternative, the Transferor may elect, in its sole discretion, to have the Transferee complete the required repairs and restoration work in a good and workmanlike manner in accordance with the Transferor's reasonable requirements.
6. Temporary Relocation. The parties covenant and agree that the Transferor shall have the right to partially or wholly obstruct access to the Access Road, temporarily, as necessary during periods of construction, maintenance or repair on all or any part of the Transferor's Lands.
7. No Liability. The Transferor, and its directors, officers, shareholders, employees, and representatives, are not liable for any bodily injury, death, damage to personal property, losses, costs, and other liabilities of any kind whatsoever to, of, incurred, or sustained by the Transferee, Authorized Persons, or any one or more of all of them, or their personal property, howsoever caused, occurring within the Access Road, or in any other way related to the grant and exercise of the Right-of-Way, and the rights and obligations contained herein, and the Transferee hereby releases the Transferor from all claims and demands in respect of any such injury, death, damage, losses, costs and other liability of any kind, except if such death, injury, damage, losses, costs, or other liabilities of any kind whatsoever is caused by the gross negligence or willful misconduct of the Transferor, or those for whom the Transferor is responsible for in law.
8. Status Certificate. The Transferee shall, within ten (10) days following a written request from the Transferor or its mortgagee, execute and deliver to the requesting party a statement certifying that this Right-of-Way is in full force and effect and unamended and that all parties are in full compliance with the terms and conditions of this Easement, or specifying any default as the case may be.
9. Covenants Running with the Lands. The Right-of-Way hereby granted in Section 3 is and shall be of the same force and effect to all intents and purposes as covenants running with the lands affected thereby and this instrument, including without limitation, all the easement rights created herein and all covenants and conditions herein contained, shall extend to, run with, be binding upon and enure to the benefit of, the respective successors in title and assigns of the Transferor and the Transferee.
10. Planning Act. The provisions of this Transfer Easement, including without limitation the Right-of-Way, are subject, to the extent applicable, to compliance with the subdivision control provisions of the *Planning Act*, R.S.O. 1990, c. P.13, and any amendments thereto. If consent under the *Planning Act* is required (the "**PA Consent**"), then until such consent has been obtained and notwithstanding anything to the contrary contained herein, the term of the Right-of-Way shall be deemed to be for twenty-one (21) years less one (1) day.

- 3 -

The Transferor shall, at its sole cost and expense, exercise commercially reasonable efforts to obtain the PA Consent, including satisfaction of all applicable conditions pursuant to the *Planning Act*, required in connection with the granting of the Right-of-Way and will comply with any and all conditions imposed with respect to the PA Consent. Upon the PA Consent being obtained and conditions satisfied, the Transferor and the Transferee shall do all such things and execute and register all such documents, as are reasonably necessary in order to register notice of the PA Consent.

48564.0001/29832999_2

LRO # 62 **Transfer Easement**Received as **WE1704880** on 2023 10 18 at 10:53

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 1 of 7

Properties

PIN 17167 - 0265 LT *Interest/Estate* Fee Simple Add Easement

Description SERVIENT LANDS: PT LTS 27 & 28 S/S KING WILLIAM ST BTN HUGHSON ST & JOHN ST;
PT ALLEYWAY BTN HUGHSON ST, KING WILLIAM ST, JOHN ST & KING ST (CLOSED BY
BL1159 & BY BY-LAW NO. 18-340 AS IN WE1359390), ALL IN NATHANIEL HUGHSON
SURVEY UNREGISTERED; DESIGNATED AS PARTS 1 & 2 ON PLAN 62R-21044; CITY OF
HAMILTON

DOMINANT LANDS: PIN 17167-0048 (LT): PT LT 7 NATHANIEL HUGHSON SURVEY
(UNREGISTERED); PT LT 8 NATHANIEL HUGHSON SURVEY (UNREGISTERED) N/S KING
ST BTN HUGHSON ST & JOHN ST AS IN VM206079, S/T & T/W INTEREST IN VM242041;
CITY OF HAMILTON

Address HAMILTON

Consideration*Consideration* \$0.00**Transferor(s)**

The transferor(s) hereby transfers the easement to the transferee(s).

Name KING WILLIAM RESIDENCES INC.
Address for Service 65 Queen Street West, Suite 210
Toronto, Ontario M5H 2M5

A person or persons with authority to bind the corporation has/have consented to the registration of this document.

This document is not authorized under Power of Attorney by this party.

Transferee(s)*Capacity**Share*

Name MALLEUM REAL ESTATE PARTNERS V GP LIMITED
Address for Service 203-15 Wellington Street North
Hamilton, Ontario L8R 1M7

I am a general partner, the firm name of the Limited Partnership is MALLEUM REAL ESTATE PARTNERS V LP.

Name MALLEUM REAL ESTATE PARTNERS V LP
Address for Service 203-15 Wellington Street North
Hamilton, Ontario L8R 1M7

This transaction is for a partnership purpose within the meaning of the Limited Partnerships Act.

Statements

Schedule: See Schedules

Signed By

Grammy Wing Lam Tien	1500-151 Yonge St. Toronto M5C 2W7	acting for Transferor(s)	Signed	2023 10 18
----------------------	--	-----------------------------	--------	------------

Tel 416-863-1188

Fax 416-863-0305

I have the authority to sign and register the document on behalf of the Transferor(s).

Philip Robert Cumbo	21 King Street West, 11th Floor Hamilton L8P 4W7	acting for Transferee(s)	Signed	2023 10 11
---------------------	--	-----------------------------	--------	------------

Tel 905-527-6877

Fax 905-527-6169

I have the authority to sign and register the document on behalf of the Transferee(s).

Submitted By

AGRO ZAFFIRO LLP	21 King Street West, 11th Floor Hamilton L8P 4W7			2023 10 18
------------------	--	--	--	------------

Tel 905-527-6877

Fax 905-527-6169

LRO # 62 **Transfer Easement**

Received as **WE1704880** on 2023 10 18 at 10:53

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 2 of 7

Fees/Taxes/Payment

Statutory Registration Fee	\$69.00
Provincial Land Transfer Tax	\$0.00
Total Paid	\$69.00

File Number

Transferor Client File Number : 48564-01
Transferee Client File Number : MAT25614

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 17167 - 0265 SERVIENT LANDS: PT LTS 27 & 28 S/S KING WILLIAM ST BTN HUGHSON ST & JOHN ST; PT ALLEYWAY BTN HUGHSON ST, KING WILLIAM ST, JOHN ST & KING ST (CLOSED BY BL1159 & BY BY-LAW NO. 18-340 AS IN WE1359390), ALL IN NATHANIEL HUGHSON SURVEY UNREGISTERED; DESIGNATED AS PARTS 1 & 2 ON PLAN 62R-21044; CITY OF HAMILTON

DOMINANT LANDS: PIN 17167-0048 (LT): PT LT 7 NATHANIEL HUGHSON SURVEY (UNREGISTERED); PT LT 8 NATHANIEL HUGHSON SURVEY (UNREGISTERED) N/S KING ST BTN HUGHSON ST & JOHN ST AS IN VM206079, S/T & T/W INTEREST IN VM242041; CITY OF HAMILTON

BY: KING WILLIAM RESIDENCES INC.
TO: MALLEUM REAL ESTATE PARTNERS V GP LIMITED
MALLEUM REAL ESTATE PARTNERS V LP

1. GREGORY CLEWER

I am

- (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
- (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
- (c) A transferee named in the above-described conveyance;
- (d) The authorized agent or solicitor acting in this transaction for _____ described in paragraph(s) () above.
- (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for MALLEUM REAL ESTATE PARTNERS V GP LIMITED AND MALLEUM REAL ESTATE PARTNERS V LP described in paragraph(s) (c) above.
- (f) A transferee described in paragraph () and am making these statements on my own behalf and on behalf of _____ who is my spouse described in paragraph () and as such, I have personal knowledge of the facts herein deposed to.

3. The total consideration for this transaction is allocated as follows:

(a) Monies paid or to be paid in cash	\$2.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)	\$0.00
(ii) Given Back to Vendor	\$0.00
(c) Property transferred in exchange (detail below)	\$0.00
(d) Fair market value of the land(s)	\$0.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	\$0.00
(f) Other valuable consideration subject to land transfer tax (detail below)	\$0.00
(g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f))	\$2.00
(h) VALUE OF ALL CHATTELS -items of tangible personal property	\$0.00
(i) Other considerations for transaction not included in (g) or (h) above	\$0.00
(j) Total consideration	\$2.00

4. Explanation for nominal considerations:
o) Transfer of easement or right of way for no consideration.

5. The land is subject to encumbrance

6. Other remarks and explanations, if necessary.

- The information prescribed for purposes of section 5.0.1 of the Land Transfer Tax Act is not required to be provided for this conveyance.
- The transferee(s) has read and considered the definitions of "designated land", "foreign corporation", "foreign entity", "foreign national", "Greater Golden Horseshoe Region", "specified region", "spouse" and "taxable trustee" as set out in subsection 1(1) of the Land Transfer Tax Act and O. Reg 182/17. The transferee(s) declare that this conveyance is not subject to additional tax as set out in subsection 2(2.1) of the Act because:
- (c) The transferee(s) is not a "foreign entity" or a "taxable trustee".
- The transferee(s) declare that they will keep at their place of residence in Ontario (or at their principal place of business in Ontario) such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act for a period of at least seven years.
- The transferee(s) agree that they or the designated custodian will provide such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act, to the Ministry of Finance upon request.

PROPERTY Information Record

A. Nature of Instrument: Transfer Easement
LRO 62 Registration No. WE1704880 Date: 2023/10/18

B. Property(s): PIN 17167 - 0265 Address HAMILTON Assessment -
Roll No

C. Address for Service: 203-15 Wellington Street North
Hamilton, Ontario L8R 1M7

D. (i) Last Conveyance(s): PIN 17167 - 0265 Registration No. WE1661679
(ii) Legal Description for Property Conveyed: Same as in last conveyance? Yes No Not known

E. Tax Statements Prepared By: Philip Robert Cumbo

LAND TRANSFER TAX STATEMENTS

21 King Street West, 11th Floor
Hamilton L8P 4W7

SCHEDULE TO TRANSFER EASEMENT

1. The Transferor is the registered owner in fee simple of those lands and premises legally described as Lot 5 & Part of Lot 6 North Side King Street between Hughson Street & John Street; Lot 28 and Part of Lots 26 and 27 South Side King William Street between Hughson Street & John Street; Part Alleyway between Hughson Street, King William Street, John Street & King Street (Closed by BL1159 & Closed by By-law No. 18-340 as in WE1359390, all in the unregistered Nathaniel Hughson Survey. Designated as Parts 1, 2, 3 and 4 on Plan 62R-21849; City of Hamilton (the “**Transferor’s Lands**”).
2. The Transferee is the registered owner in fee simple of those lands and premises legally described as PT LT 7 NATHANIEL HUGHSON SURVEY (UNREGISTERED); PT LT 8 NATHANIEL HUGHSON SURVEY (UNREGISTERED) N/S KING ST BTN HUGHSON ST & JOHN ST AS IN VM206079, S/T & T/W INTEREST IN VM242041; CITY OF HAMILTON, BEING ALL OF PIN 17167-0048 (LT); City of Hamilton (the “**Adjoining Lands**”);
3. The Transferor hereby grants, transfers, and conveys to the Transferee, a non-exclusive easement or right in the nature of an easement, in perpetuity, in favour of the owners(s) from time to time of the Adjoining Lands and Authorized Persons, to travel, pass, and re-pass by foot and vehicle, over, along, and upon that part of the Transferor’s Lands legally described as:

Part of Lots 27 and 28 South Side King William Street between Hughson Street & John Street and Part Alleyway between Hughson Street, King William Street, John Street & King Street (Closed by BL1159 & Closed by By-law No. 18-340 as in WE1359390, all in the unregistered Nathaniel Hughson Survey, designated as Parts 1 and 2 on Plan 62R-21044; City of Hamilton (the “**Access Road**”),

for the purpose of access and egress to and from the Adjoining Lands to the public highway abutting the Access Road (the “**Right-of-Way**”). The Right-of-Way is hereby granted by the Transferor to the Transferee on the following terms and conditions, which are hereby mutually covenanted and agreed to by, and between the Transferor and the Transferee:

4. Defined Terms. Unless otherwise defined herein, capitalized terms used in the Schedule shall have the following meanings:
 - a. "Authorized Persons" means the tenants, subtenants, licensees, sublicensees, and occupants of the Adjoining Land, their or the Transferee’s invitees, customers, agents, representatives, employees, and contractors, and anyone else using the Adjoining Land authorized by the Transferee, from time to time.
 - b. “Business Day” means any day other than a Saturday, Sunday, or Statutory Holiday in Ontario.

- 2 -

- c. "Transferee" means the party or parties identified as the Transferee(s) on page one of this Transfer Easement.
 - d. "Transferor" means the party or parties identified as the Transferor(s) on page one of this Transfer Easement.
5. Damages. The Transferee and Authorized Persons shall not cause any damage to the Transferor's Lands. The Transferee covenants and agrees that it shall fully indemnify the Transferor in respect of all costs and losses incurred by the Transferor arising from such damages, including, without limitation, the Transferor's costs to repair the damage and shall pay full compensation to the Transferor within fifteen (15) Business Days of written demand or, in the alternative, the Transferor may elect, in its sole discretion, to have the Transferee complete the required repairs and restoration work in a good and workmanlike manner in accordance with the Transferor's reasonable requirements.
6. Temporary Relocation. The parties covenant and agree that the Transferor shall have the right to partially or wholly obstruct access to the Access Road, temporarily, as necessary during periods of construction, maintenance or repair on all or any part of the Transferor's Lands.
7. No Liability. The Transferor, and its directors, officers, shareholders, employees, and representatives, are not liable for any bodily injury, death, damage to personal property, losses, costs, and other liabilities of any kind whatsoever to, of, incurred, or sustained by the Transferee, Authorized Persons, or any one or more of all of them, or their personal property, howsoever caused, occurring within the Access Road, or in any other way related to the grant and exercise of the Right-of-Way, and the rights and obligations contained herein, and the Transferee hereby releases the Transferor from all claims and demands in respect of any such injury, death, damage, losses, costs and other liability of any kind, except if such death, injury, damage, losses, costs, or other liabilities of any kind whatsoever is caused by the gross negligence or willful misconduct of the Transferor, or those for whom the Transferor is responsible for in law.
8. Status Certificate. The Transferee shall, within ten (10) days following a written request from the Transferor or its mortgagee, execute and deliver to the requesting party a statement certifying that this Right-of-Way is in full force and effect and unamended and that all parties are in full compliance with the terms and conditions of this Easement, or specifying any default as the case may be.
9. Covenants Running with the Lands. The Right-of-Way hereby granted in Section 3 is and shall be of the same force and effect to all intents and purposes as covenants running with the lands affected thereby and this instrument, including without limitation, all the easement rights created herein and all covenants and conditions herein contained, shall extend to, run with, be binding upon and enure to the benefit of, the respective successors in title and assigns of the Transferor and the Transferee.
10. Planning Act. The provisions of this Transfer Easement, including without limitation the Right-of-Way, are subject, to the extent applicable, to compliance with the subdivision control provisions of the *Planning Act*, R.S.O. 1990, c. P.13, and any amendments thereto. If consent

- 3 -

under the *Planning Act* is required (the “**PA Consent**”), then until such consent has been obtained and notwithstanding anything to the contrary contained herein, the term of the Right-of-Way shall be deemed to be for twenty-one (21) years less one (1) day.

The Transferor shall, at its sole cost and expense, exercise commercially reasonable efforts to obtain the PA Consent, including satisfaction of all applicable conditions pursuant to the *Planning Act*, required in connection with the granting of the Right-of-Way and will comply with any and all conditions imposed with respect to the PA Consent. Upon the PA Consent being obtained and conditions satisfied, the Transferor and the Transferee shall do all such things and execute and register all such documents, as are reasonably necessary in order to register notice of the PA Consent.

LRO # 62 **Transfer Easement**

Received as **WE1721662** on 2024 02 01 at 12:23

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 1 of 6

Properties

PIN 17167 - 0265 LT *Interest/Estate* Fee Simple Add Easement
Description SERVIENT LANDS: PT LTS 27 & 28 S/S KING WILLIAM ST BTN HUGHSON ST & JOHN ST;
 PT ALLEYWAY BTN HUGHSON ST, KING WILLIAM ST, JOHN ST & KING ST (CLOSED BY
 BL1159 & BY BY-LAW NO. 18-340 AS IN WE1359390), ALL IN NATHANIEL HUGHSON
 SURVEY UNREGISTERED; DESIGNATED AS PARTS 1 & 2 ON PLAN 62R-21044; CITY OF
 HAMILTON

 DOMINANT LANDS: PIN 17167-0049 (LT): PT LT 8 NATHANIEL HUGHSON SURVEY
 (UNREGISTERED) N/S KING ST BTN HUGHSON ST & JOHN ST AS IN AB12779; CITY OF
 HAMILTON
Address HAMILTON

Consideration

Consideration \$0.00

Transferor(s)

The transferor(s) hereby transfers the easement to the transferee(s).

Name KING WILLIAM RESIDENCES INC.
Address for Service 2275 Upper Middle Road East, Suite 700
 Oakville, Ontario L6H 0C3

A person or persons with authority to bind the corporation has/have consented to the registration of this document.

This document is not authorized under Power of Attorney by this party.

Transferee(s)

	<i>Capacity</i>	<i>Share</i>
<i>Name</i> 5017948 ONTARIO INC.	Registered Owner	
<i>Address for Service</i> 4 Ogilvie Street Dundas, Ontario L6H 2S2		

Statements

Schedule: See Schedules

Signed By

Noah Hartley Ciglen	1500-151 Yonge St. Toronto M5C 2W7	acting for Transferor(s)	Signed	2024 02 01
---------------------	--	-----------------------------	--------	------------

Tel 416-863-1188
 Fax 416-863-0305

I have the authority to sign and register the document on behalf of the Transferor(s).

Mark Lawrence Castle	150 King Street West, Unit 5 Dundas L9H 1V4	acting for Transferee(s)	Signed	2024 02 01
----------------------	---	-----------------------------	--------	------------

Tel 905-628-2214
 Fax 905-627-5639

I have the authority to sign and register the document on behalf of the Transferee(s).

Submitted By

MARK L. CASTLE, BARRISTER AND SOLICITOR	150 King Street West, Unit 5 Dundas L9H 1V4			2024 02 01
---	---	--	--	------------

Tel 905-628-2214
 Fax 905-627-5639

Fees/Taxes/Payment

<i>Statutory Registration Fee</i>	\$69.95
<i>Provincial Land Transfer Tax</i>	\$0.00
<i>Total Paid</i>	\$69.95

LRO # 62 **Transfer Easement**

Received as WE1721662 on 2024 02 01 at 12:23

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 2 of 6

File Number

Transferor Client File Number : 48564-01
Transferee Client File Number : 2023-0697

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 17167 - 0265 SERVIENT LANDS: PT LTS 27 & 28 S/S KING WILLIAM ST BTN HUGHSON ST & JOHN ST; PT ALLEYWAY BTN HUGHSON ST, KING WILLIAM ST, JOHN ST & KING ST (CLOSED BY BL1159 & BY BY-LAW NO. 18-340 AS IN WE1359390), ALL IN NATHANIEL HUGHSON SURVEY UNREGISTERED; DESIGNATED AS PARTS 1 & 2 ON PLAN 62R-21044; CITY OF HAMILTON

DOMINANT LANDS: PIN 17167-0049 (LT): PT LT 8 NATHANIEL HUGHSON SURVEY (UNREGISTERED) N/S KING ST BTN HUGHSON ST & JOHN ST AS IN AB12779; CITY OF HAMILTON

BY: KING WILLIAM RESIDENCES INC.

TO: 5017948 ONTARIO INC.

Registered Owner

1. MARK SHANKMAN

I am

- (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
- (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
- (c) A transferee named in the above-described conveyance;
- (d) The authorized agent or solicitor acting in this transaction for _____ described in paragraph(s) () above.
- (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for 5017948 ONTARIO INC. described in paragraph(s) (c) above.
- (f) A transferee described in paragraph () and am making these statements on my own behalf and on behalf of _____ who is my spouse described in paragraph () and as such, I have personal knowledge of the facts herein deposed to.

3. The total consideration for this transaction is allocated as follows:

(a) Monies paid or to be paid in cash	\$2.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)	\$0.00
(ii) Given Back to Vendor	\$0.00
(c) Property transferred in exchange (detail below)	\$0.00
(d) Fair market value of the land(s)	\$0.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	\$0.00
(f) Other valuable consideration subject to land transfer tax (detail below)	\$0.00
(g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f))	\$2.00
(h) VALUE OF ALL CHATTELS -items of tangible personal property	\$0.00
(i) Other considerations for transaction not included in (g) or (h) above	\$0.00
(j) Total consideration	\$2.00

4. Explanation for nominal considerations:
- o) Transfer of easement or right of way for no consideration.

5. The land is subject to encumbrance

6. Other remarks and explanations, if necessary.

- The information prescribed for purposes of section 5.0.1 of the Land Transfer Tax Act is not required to be provided for this conveyance.
- The transferee(s) has read and considered the definitions of "designated land", "foreign corporation", "foreign entity", "foreign national", "Greater Golden Horseshoe Region", "specified region", "spouse" and "taxable trustee" as set out in subsection 1(1) of the Land Transfer Tax Act and O. Reg 182/17. The transferee(s) declare that this conveyance is not subject to additional tax as set out in subsection 2(2.1) of the Act because:
- (c) The transferee(s) is not a "foreign entity" or a "taxable trustee".
- The transferee(s) declare that they will keep at their place of residence in Ontario (or at their principal place of business in Ontario) such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act for a period of at least seven years.
- The transferee(s) agree that they or the designated custodian will provide such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act, to the Ministry of Finance upon request.

PROPERTY Information Record

A. Nature of Instrument: Transfer Easement
LRO 62 Registration No. WE1721662 Date: 2024/02/01

B. Property(s): PIN 17167 - 0265 Address HAMILTON Assessment -
Roll No

C. Address for Service: 4 Ogilvie Street
Dundas, Ontario L6H 2S2

D. (i) Last Conveyance(s): PIN 17167 - 0265 Registration No. WE1719174
(ii) Legal Description for Property Conveyed: Same as in last conveyance? Yes No Not known

E. Tax Statements Prepared By: Mark Lawrence Castle
150 King Street West, Unit 5
Dundas L9H 1V4

SCHEDULE TO TRANSFER EASEMENT

1. The Transferor is the registered owner in fee simple of those lands and premises legally described as Lot 5 & Part of Lot 6 North Side King Street between Hughson Street & John Street; Lot 28 and Part of Lots 26 and 27 South Side King William Street between Hughson Street & John Street; Part Alleyway between Hughson Street, King William Street, John Street & King Street (Closed by BL1159 & Closed by By-law No. 18-340 as in WE1359390, all in the unregistered Nathaniel Hughson Survey. Designated as Parts 1, 2, 3 and 4 on Plan 62R-21849; City of Hamilton (the “**Transferor’s Lands**”).
2. The Transferee is the registered owner in fee simple of those lands and premises legally described as PT LT 8 NATHANIEL HUGHSON SURVEY (UNREGISTERED) N/S KING ST BTN HUGHSON ST & JOHN ST AS IN AB12779; CITY OF HAMILTON, BEING ALL OF PIN 17167-0049 (LT); City of Hamilton (the “**Adjoining Lands**”);
3. The Transferor hereby grants, transfers, and conveys to the Transferee, a non-exclusive easement or right in the nature of an easement, in perpetuity, in favour of the owners(s) from time to time of the Adjoining Lands and Authorized Persons, to travel, pass, and re-pass by foot and vehicle, over, along, and upon that part of the Transferor’s Lands legally described as:

Part of Lots 27 and 28 South Side King William Street between Hughson Street & John Street and Part Alleyway between Hughson Street, King William Street, John Street & King Street (Closed by BL1159 & Closed by By-law No. 18-340 as in WE1359390, all in the unregistered Nathaniel Hughson Survey, designated as Parts 1 and 2 on Plan 62R-21044; City of Hamilton (the “**Access Road**”),

for the purpose of access and egress to and from the Adjoining Lands to the public highway abutting the Access Road (the “**Right-of-Way**”). The Right-of-Way is hereby granted by the Transferor to the Transferee on the following terms and conditions, which are hereby mutually covenanted and agreed to by, and between the Transferor and the Transferee:

4. Defined Terms. Unless otherwise defined herein, capitalized terms used in the Schedule shall have the following meanings:
 - a. "Authorized Persons" means the tenants, subtenants, licensees, sublicensees, and occupants of the Adjoining Lands, their or the Transferee’s invitees, customers, agents, representatives, employees, and contractors, and anyone else using the Adjoining Lands authorized by the Transferee, from time to time.
 - b. “Business Day” means any day other than a Saturday, Sunday, or Statutory Holiday in Ontario.
 - c. “Transferee” means the party or parties identified as the Transferee(s) on page one of this Transfer Easement.

- 2 -

- d. "Transferor" means the party or parties identified as the Transferor(s) on page one of this Transfer Easement.
5. Damages. The Transferee shall not cause any damage to the Transferor's Lands. The Transferee covenants and agrees that it shall fully indemnify the Transferor in respect of all costs and losses incurred by the Transferor arising from such damages, including, without limitation, the Transferor's costs to repair the damage and shall pay full compensation to the Transferor within fifteen (15) Business Days of written demand or, in the alternative, the Transferor may elect, in its sole discretion, to have the Transferee complete the required repairs and restoration work in a good and workmanlike manner in accordance with the Transferor's reasonable requirements.
6. Temporary Relocation. The parties covenant and agree that the Transferor shall have the right to partially or wholly obstruct access to the Access Road, temporarily, as necessary during periods of construction, maintenance or repair on all or any part of the Transferor's Lands.
7. No Liability. The Transferor, and its directors, officers, shareholders, employees, and representatives, are not liable for any bodily injury, death, damage to personal property, losses, costs, and other liabilities of any kind whatsoever to, of, incurred, or sustained by the Transferee, or its personal property, howsoever caused, occurring within the Access Road, or in any other way related to the grant and exercise of the Right-of-Way, and the rights and obligations contained herein, and the Transferee hereby releases the Transferor from all claims and demands in respect of any such injury, death, damage, losses, costs and other liability of any kind, except if such death, injury, damage, losses, costs, or other liabilities of any kind whatsoever is caused by the gross negligence or willful misconduct of the Transferor, or those for whom the Transferor is responsible for in law.
8. Status Certificate. The Transferee shall, within ten (10) days following a written request from the Transferor or its mortgagee, execute and deliver to the requesting party a statement certifying that this Right-of-Way is in full force and effect and unamended and that all parties are in full compliance with the terms and conditions of this Easement, or specifying any default as the case may be.
9. Covenants Running with the Lands. The Right-of-Way hereby granted in Section 3 is and shall be of the same force and effect to all intents and purposes as covenants running with the lands affected thereby and this instrument, including without limitation, all the easement rights created herein and all covenants and conditions herein contained, shall extend to, run with, be binding upon and enure to the benefit of, the respective successors in title and assigns of the Transferor and the Transferee.
10. Planning Act. The provisions of this Transfer Easement, including without limitation the Right-of-Way, are subject, to the extent applicable, to compliance with the subdivision control provisions of the *Planning Act*, R.S.O. 1990, c. P.13, and any amendments thereto. If consent under the *Planning Act* is required (the "PA Consent"), then until such consent has been obtained and notwithstanding anything to the contrary contained herein, the term of the Right-of-Way shall be deemed to be for twenty-one (21) years less one (1) day.

- 3 -

The Transferor shall, at its sole cost and expense, exercise commercially reasonable efforts to obtain the PA Consent, including satisfaction of all applicable conditions pursuant to the *Planning Act*, required in connection with the granting of the Right-of-Way and will comply with any and all conditions imposed with respect to the PA Consent. Upon the PA Consent being obtained and conditions satisfied, the Transferor and the Transferee shall do all such things and execute and register all such documents, as are reasonably necessary in order to register notice of the PA Consent.

48564.0001/30070930_2



November 21, 2024

247-17

Via Email and Delivered

Ms. Jamila Sheffield
Secretary-Treasurer, Committee of Adjustment

City of Hamilton,
71 Main Street West, 5th Floor
Hamilton, ON L8P 4Y5

Dear Ms. Sheffield,

**RE: 43-51 King Street East and 60 King William Street, Hamilton
Consent Application - Creation of Easements**

UrbanSolutions Planning & Land Development Consultants Inc. (UrbanSolutions) is the authorized planning consultant acting on behalf of King William Residences Inc., the owner of the lands municipally known as 43-51 King Street East and 60 King William Street in the City of Hamilton. Please accept the enclosed Consent to Sever Application Form and supporting materials which facilitate the registration of six easements, as described below.

The subject properties are located in downtown Hamilton, one block east of the King Street East and James Street North intersection. 43-51 King Street East and 60 King William Street are currently under construction to facilitate the development of two 30 storey towers connected by a podium as per the approved Site Plan DA-18-016. The subject lands are designated as 'Downtown Mixed Use – Pedestrian Focused' in the Downtown Hamilton Secondary Plan in the Urban Hamilton Official Plan and are located in a site specific Downtown Mixed Use – Pedestrian Focus (D2, 626) Zone in the City of Hamilton Zoning By-law No. 05-200.

Purpose of the Application

The purpose of this Consent Application is to register one easement in favour of three properties:

- The easement is in favour of PIN 17167-0049 (5017948 Ontario Inc.) over PIN 17167-0265 (King William Residences Inc.);
- The easement is also in favour of PIN 17167-0043 (Claire Gabrielle St. Pierre) over PIN 17167-0265 (King William Residences Inc.); and,
- The easement is also in favour of PIN 17167-0048 (Malleum Real Estate Partners V LP) over PIN 17167-0265 (King William Residences Inc.).

Easement	Part(s) on Plan 62R-21044 (PIN 17167-0265)	Area	Length	Width
Easement in favour of 73 King Street East	1 & 2	+/- 162.566 m ²	+/- 35.211 m	Varies from +/- 4.000 – 6.000 m
Easement in favour of 15 John Street North	1 & 2	+/- 162.566 m ²	+/- 35.211 m	Varies from +/- 4.000 – 6.000 m
(6) Easement in favour of 67-71 King Street East	1 & 2	+/- 162.566 m ²	+/- 35.211 m	Varies from +/- 4.000 – 6.000 m

The purpose of these easements is to facilitate access along the east-west alleyway between King Street East and King William Street located behind the properties noted above that back onto the alleyway currently. The alleyway in question previously provided a connection from John Street South to Hughson Street South. A portion of the alleyway on the subject lands was closed and purchased by King William Residences Inc. to accommodate the construction of the 30-storey development on site. The closure and purchase of the alley was approved by the City on the premise that conditions of Site Plan approval would secure the proposed easements to replicate the function of the former alleyway for those abutting properties. Accordingly, the registration of the proposed easements is in keeping with the Site Plan approval (DA-18-06). To assist in the evaluation of the application, please refer to the enclosed Committee of Adjustment Easement Sketch.

The Consent Application is in keeping with Section 53(1) of the *Planning Act*, R.S.O, 1990, as amended, as a plan of subdivision is not necessary for the proper and orderly development of the subject lands. Based on the above analysis, UrbanSolutions believes that the applications represent good land use planning and satisfy Sections 53(1) of the *Planning Act*.

In support of this application, please find enclosed the following:

- One (1) PDF of the completed Application form for Consent to Sever Land for Easement;
- One (1) PDF of the Committee of Adjustment Easement Sketch prepared by A.T. McLaren and UrbanSolutions;
- One (1) PDF of Reference Plan No. 62R-21044 prepared by A.T. McLaren;
- One (1) PIN Abstract for PIN 17167-0265 for the lands owned by King William Residences Inc.;
- One (1) PDF of Registered Transfer of Easement for PIN 17167-0049 for the lands owned by 5017948 Ontario Inc.;
- One (1) PDF of Registered Transfer of Easement for PIN 17167-0043 for the lands owned by Claire Gabrielle St. Pierre;
- One (1) PDF of Registered Transfer of Easement for the lands owned by Malleum Real Estate Partners V LP; and,
- One (1) cheque in the amount of **\$2,080.00** made payable to the City of Hamilton for Easement Application.

We trust the enclosed is in order; however, please feel free to contact the undersigned with any questions.

Regards,
UrbanSolutions



Matt Johnston, MCIP, RPP
Principal



Scott Beedie, MCIP, RPP
Planner

cc: King William Residences Inc. (via email)
5017948 Ontario Inc. (via email)
Claire Gabrielle St. Pierre (via email)
Malleum Real Estate Partners V LP (via email)

	Retained (Remainder) Subject Lands		
Identified on Sketch As:		Part 1	Part 2
Type of Transfer	N/A	Easement in favour of PIN 17167-0043, PIN 17167-0048, PIN 17167-0049 over PIN 17167-0265	
Frontage	King William: 70.50 m King St E: 27.20 m	Hughson: 5.025 m	N/A
Depth	Varying Lot Depth	Varying Lot Depth	Varying Lot Depth
Area	4,166.26 m ²	160.659 m ²	1.847 m ²
Existing Use	Vacant	Alleyway	Alleyway
Proposed Use	Multiple Dwelling	Alleyway	Alleyway
Existing Buildings/Structures	N/A	N/A	N/A
Proposed Buildings/ Structures	Multiple Dwelling	N/A	N/A
Buildings/Structures to be Removed	N/A	N/A	N/A

Committee of Adjustment
 City Hall, 5th Floor,
 71 Main St. W.,
 Hamilton, ON L8P4Y5

Phone: (905) 546-2424 ext. 4221
 Email: cofa@hamilton.ca



**APPLICATION FOR CONSENT TO SEVER LAND
 and VALIDATION OF TITLE
 UNDER SECTION 53 & 57 OF THE PLANNING ACT**

Please see additional information regarding how to submit an application, requirements for the required sketch and general information in the Submission Requirements and Information.

1. APPLICANT INFORMATION

	NAME
Purchaser*	N/A
Registered Owners(s)	King William Residence Inc.
Applicant(s)**	Same as Owner
Agent or Solicitor	UrbanSolutions Planning & Land Development Consultants Inc. c/o Matt Johnston

*Purchaser must provide a copy of the portion of the agreement of purchase and sale that authorizes the purchaser to make the application in respect of the land that is the subject of the application.

** Owner's authorisation required if the applicant is not the owner or purchaser.

1.2 All correspondence should be sent to Purchaser Owner
 Applicant Agent/Solicitor

1.3 Sign should be sent to Purchaser Owner
 Applicant Agent/Solicitor

1.4 Request for digital copy of sign Yes* No
 If YES, provide email address where sign is to be sent [REDACTED]

1.5 All correspondence may be sent by email Yes* No
 If Yes, a valid email must be included for the registered owner(s) AND the Applicant/Agent (if applicable). Only one email address submitted will result in the voiding of this service. This request does not guarantee all correspondence will sent by email.

2. LOCATION OF SUBJECT LAND

2.1 Complete the applicable sections: [Please refer to enclosed Topographic Survey.](#)

Municipal Address	43-51 King Street East & 60 King William Street		
Assessment Roll Number			
Former Municipality			
Lot		Concession	
Registered Plan Number		Lot(s)	
Reference Plan Number (s)		Part(s)	

2.2 Are there any easements or restrictive covenants affecting the subject land?

Yes No

If YES, describe the easement or covenant and its effect:

[HM/B-22:121 & HM/B-22:120 Approved on December 15, 2022.](#)

3 PURPOSE OF THE APPLICATION

3.1 Type and purpose of proposed transaction: (check appropriate box)

- | | |
|---|--|
| <input type="checkbox"/> creation of a new lot(s) | <input type="checkbox"/> concurrent new lot(s) |
| <input type="checkbox"/> addition to a lot | <input type="checkbox"/> a lease |
| <input checked="" type="checkbox"/> an easement | <input type="checkbox"/> a correction of title |
| <input type="checkbox"/> validation of title (must also complete section 8) | <input type="checkbox"/> a charge |
| <input type="checkbox"/> cancellation (must also complete section 9) | |
| <input type="checkbox"/> creation of a new non-farm parcel (must also complete section 10)
(i.e. a lot containing a surplus farm dwelling
resulting from a farm consolidation) | |

3.2 Name of person(s), if known, to whom land or interest in land is to be transferred, leased or charged:

[N/A](#)

3.3 If a lot addition, identify the lands to which the parcel will be added:

[N/A](#)

3.4 Certificate Request for Retained Lands: Yes*

* If yes, a statement from an Ontario solicitor in good standing that there is no land abutting the subject land that is owned by the owner of the subject land other than land that could be conveyed without contravening section 50 of the Act. (O. Reg. 786/21)

4 DESCRIPTION OF SUBJECT LAND AND SERVICING INFORMATION

4.1 Description of subject land: [Please refer to enclosed cover letter.](#)

All dimensions to be provided in metric (m, m² or ha), attach additional sheets as necessary.

	Retained (remainder)	Parcel 1	Parcel 2	Parcel 3*	Parcel 4*

Identified on Sketch as:					
Type of Transfer	N/A				
Frontage					
Depth					
Area					
Existing Use					
Proposed Use					
Existing Buildings/ Structures					
Proposed Buildings/ Structures					
Buildings/ Structures to be Removed					

* Additional fees apply.

4.2 Subject Land Servicing

a) Type of access: (check appropriate box)

- provincial highway
- municipal road, seasonally maintained
- municipal road, maintained all year
- right of way
- other public road

b) Type of water supply proposed: (check appropriate box)

- publicly owned and operated piped water system
- privately owned and operated individual well
- lake or other water body
- other means (specify)

c) Type of sewage disposal proposed: (check appropriate box)

- publicly owned and operated sanitary sewage system
- privately owned and operated individual septic system
- other means (specify)

4.3 Other Services: (check if the service is available)

- electricity
- telephone
- school bussing
- garbage collection

5 CURRENT LAND USE

5.1 What is the existing official plan designation of the subject land?

Rural Hamilton Official Plan designation (if applicable): N/A

Rural Settlement Area: N/A

Urban Hamilton Official Plan designation (if applicable)

Please provide an explanation of how the application conforms with a City of Hamilton Official Plan.

[Application is for creation of easement.](#)

5.2 Is the subject land currently the subject of a proposed official plan amendment that has been submitted for approval?

Yes No Unknown

If YES, and known, provide the appropriate file number and status of the application.

[N/A](#)

5.3 What is the existing zoning of the subject land? [Downtown Prime Retail Streets \(D2, 626\) Zone in City of Hamilton By-law No. 05-200.](#)

If the subject land is covered by a Minister's zoning order, what is the Ontario Regulation Number?

[N/A](#)

5.4 Is the subject land the subject of any other application for a Minister's zoning order, zoning by-law amendment, minor variance, consent or approval of a plan of subdivision?

Yes No Unknown

If YES, and known, provide the appropriate file number and status of the application.

[N/A](#)

5.5 Are any of the following uses or features on the subject land or within 500 metres of the subject land, unless otherwise specified. Please check the appropriate boxes, if any apply.

Use or Feature	On the Subject Land	Within 500 Metres of Subject Land, unless otherwise specified (indicate approximate distance)
An agricultural operation, including livestock facility or stockyard * Submit Minimum Distance Separation Formulae (MDS) if applicable	<input type="checkbox"/>	
A land fill	<input type="checkbox"/>	
A sewage treatment plant or waste stabilization plant	<input type="checkbox"/>	
A provincially significant wetland	<input type="checkbox"/>	
A provincially significant wetland within 120 metres	<input type="checkbox"/>	
A flood plain	<input type="checkbox"/>	
An industrial or commercial use, and specify the use(s)	<input type="checkbox"/>	
An active railway line	<input type="checkbox"/>	
A municipal or federal airport	<input type="checkbox"/>	

6 HISTORY OF THE SUBJECT LAND

6.1 Has the subject land ever been the subject of an application for approval of a plan of subdivision or a consent under sections 51 or 53 of the *Planning Act*?

Yes No Unknown

If YES, and known, provide the appropriate application file number and the decision made on the application.

N/A

6.2 If this application is a re-submission of a previous consent application, describe how it has been changed from the original application.

No. This applicaton is for the creation of an easement.

6.3 Has any land been severed or subdivided from the parcel originally acquired by the owner of the subject land?

Yes No

If YES, and if known, provide for each parcel severed, the date of transfer, the name of the transferee and the land use.

N/A

6.4 How long has the applicant owned the subject land?

Unknown

6.5 Does the applicant own any other land in the City? Yes No
If YES, describe the lands below or attach a separate page.

N/A

7 PROVINCIAL POLICY

7.1 Is this application consistent with the Policy Statements issued under Section 3 of the *Planning Act*?

Yes No (Provide explanation)

Please refer to enclosed cover letter.

7.2 Is this application consistent with the Provincial Policy Statement (PPS)?

Yes No (Provide explanation)

This application will facilitate the creation of an easement as required by conditions of Site Plan approval (DA-18-016).

7.3 Does this application conform to the Growth Plan for the Greater Golden Horseshoe?

Yes No (Provide explanation)

N/A

7.4 Are the subject lands subject to the Niagara Escarpment Plan?

Yes No (Provide explanation)

N/A

7.5 Are the subject lands subject to the Parkway Belt West Plan?

Yes No (Provide explanation)

N/A

7.6 Are the subject lands subject to the Greenbelt Plan?

Yes No (Provide explanation)

N/A

7.7 Are the subject lands within an area of land designated under any other provincial plan or plans?

Yes No (Provide explanation)

N/A

8 ADDITIONAL INFORMATION - VALIDATION

8.1 Did the previous owner retain any interest in the subject land?

Yes No (Provide explanation)

8.2 Does the current owner have any interest in any abutting land?

Yes No (Provide explanation and details on plan)

8.3 Why do you consider your title may require validation? (attach additional sheets as necessary)

9 ADDITIONAL INFORMATION - CANCELLATION

9.1 Did the previous owner retain any interest in the subject land?

Yes No (Provide explanation)

9.2 Does the current owner have any interest in any abutting land?

Yes No (Provide explanation and details on plan)

9.3 Why do you require cancellation of a previous consent? (attach additional sheets as necessary)

10 ADDITIONAL INFORMATION - FARM CONSOLIDATION**10.1 Purpose of the Application (Farm Consolidation)**

If proposal is for the creation of a non-farm parcel resulting from a farm consolidation, indicate if the consolidation is for:

- Surplus Farm Dwelling Severance from an Abutting Farm Consolidation
- Surplus Farm Dwelling Severance from a Non-Abutting Farm Consolidation

10.2 Location of farm consolidation property:

Municipal Address			
Assessment Roll Number			
Former Municipality			
Lot		Concession	
Registered Plan Number		Lot(s)	
Reference Plan Number (s)		Part(s)	

10.3 Rural Hamilton Official Plan Designation(s)

If proposal is for the creation of a non-farm parcel resulting from a farm consolidation, indicate the existing land use designation of the abutting or non-abutting farm consolidation property.

10.4 Description of farm consolidation property:

Frontage (m):	Area (m ² or ha):
---------------	------------------------------

Existing Land Use(s): _____ Proposed Land Use(s): _____

10.5 Description of abutting consolidated farm (excluding lands intended to be severed for the surplus dwelling)

Frontage (m):	Area (m ² or ha):
---------------	------------------------------

Existing Land Use: _____ Proposed Land Use: _____

10.7 Description of surplus dwelling lands proposed to be severed:

Frontage (m): (from Section 4.1)	Area (m ² or ha): (from Section 4.1)
----------------------------------	---

Front yard set back: _____

a) Date of construction:

- Prior to December 16, 2004 After December 16, 2004

b) Condition:

- Habitable Non-Habitable

11 COMPLETE APPLICATION REQUIREMENTS

11.1 All Applications

- Application Fee
- Site Sketch
- Complete Application Form
- Signatures Sheet

11.2 Validation of Title

- All information documents in Section 11.1
- Detailed history of why a Validation of Title is required
- All supporting materials indicating the contravention of the Planning Act, including PIN documents and other items deemed necessary.

11.3 Cancellation

- All information documents in Section 11.1
- Detailed history of when the previous consent took place.
- All supporting materials indicating the cancellation subject lands and any neighbouring lands owned in the same name, including PIN documents and other items deemed necessary.

11.4 Other Information Deemed Necessary

- Cover Letter/Planning Justification Report
- Minimum Distance Separation Formulae (data sheet available upon request)
- Hydrogeological Assessment
- Septic Assessment
- Archeological Assessment
- Noise Study
- Parking Study



Hamilton

B-24:80 (DA) – 43-51 King Street East & 60 King William Street, Hamilton

Recommendation:

Approve — Development Planning

Proposed Conditions:

1. The owner shall submit a deposited Ontario Land Surveyor's Reference Plan to the Committee of Adjustment Office, unless exempted by the Land Registrar. The reference plan must be submitted in pdf and also submitted in CAD format, drawn at true scale and location and tied to the city corporate coordinate system. (Committee of Adjustment Section)
2. The owner shall pay any outstanding realty taxes and/or all other charges owing to the City Treasurer. (Committee of Adjustment Section)
3. The owner submits to the Committee of Adjustment office an administration fee, payable to the City of Hamilton, to cover the costs of setting up a new tax account for each newly created lot. (Committee of Adjustment Section)

Proposed Notes:

We ask that the Owner agrees to physically affix the municipal numbers or full addresses to either the buildings or on signs in accordance with the City's Sign By-law, in a manner that is clearly visible from the road.



Hamilton

Development Planning:

SEVERED LANDS (Part 1): (For Easement)	Varies 4.0 – 6.0 m [±]	35.211 m [±]	162.566 m ^{2±}
RETAINED LANDS:	70.50 & 27.20 m [±]	Varies m [±]	4,166.26 ha [±]

The purpose of the easement is to facilitate access along the east-west alleyway between King Street East and King William Street located behind the subject lands. The alleyway previously provided a connection from John Street South to Hughson Street South. A portion of the alleyway on the subject lands was closed and purchased by King William Residences Inc. to accommodate the construction of the 30 storey development on the subject lands. The closure and purchase of the alleyway was approved by the City on the premise that conditions of Site Plan approval would secure the proposed easements to replicate the function of the former alleyway for those abutting properties. Accordingly, the registration of the proposed easements is in keeping with the Site Plan approval (DA-18-06).

Staff note that this Consent application has the following associated *Planning Act* files: ZAR-17-047, ZAH-19-015, DA-18-016, HM/B-22:120 and HM/N-22:121.

Analysis

Urban Hamilton Official Plan

The subject lands are identified as “Downtown Urban Growth Centre” in Schedule E – Urban Structure and are designated “Downtown Mixed Use Area” in Schedule E-1 – Urban Land Use Designations of the Urban Hamilton Official Plan. Policies E.2.3.1.6, E.4.4.4 and Section F.4.2, amongst others, are applicable and permit the proposed multiple dwelling and easement.

Downtown Hamilton Secondary Plan

The subject lands are designated “Downtown Mixed Use” and “Pedestrian Focus” on Land Use Plan Map B.6.1-1 and are identified as “High Rise 2” on Maximum Building Heights Map B.6.1-2 of the Downtown Hamilton Secondary Plan. Policies B.6.1.3.7 and B.6.1.4.12, amongst others, are applicable and permit the proposed multiple dwelling.

Beasley Neighbourhood Plan

The subject lands are identified as “Commercial” on Map 6703 (Map 2 of 2) within the Beasley Neighbourhood Plan.

STAFF COMMENTS**HEARING DATE: January 21, 2025**

Hamilton

City of Hamilton Zoning By-law No. 05-200

The subject lands are zoned Downtown Prime Retail Streets (D2, 626) Zone under City of Hamilton Zoning By-law No. 05-200. The proposed multiple dwelling is a permitted use.

Zoning:

Recommendation:	Comments Only
Proposed Conditions:	
Comments:	This Division has no concern with the proposed application.
Notes:	

Cultural Heritage:

Recommendation:	No Comments
Proposed Conditions:	
Comments:	Archeology: No Comments. Cultural Heritage: No Comments.
Notes:	

Development Engineering:

Recommendation:	No Comments
Proposed Conditions:	
Comments:	
Notes:	

Transportation Planning:

Recommendation:	Comments Only
Proposed Conditions:	
Comments:	Transportation Planning has no comments at this file is under Delegated Consent Authority.
Notes:	

Forestry:

Recommendation:	Approve
Proposed Conditions:	No conditions required

STAFF COMMENTS**HEARING DATE: January 21, 2025**

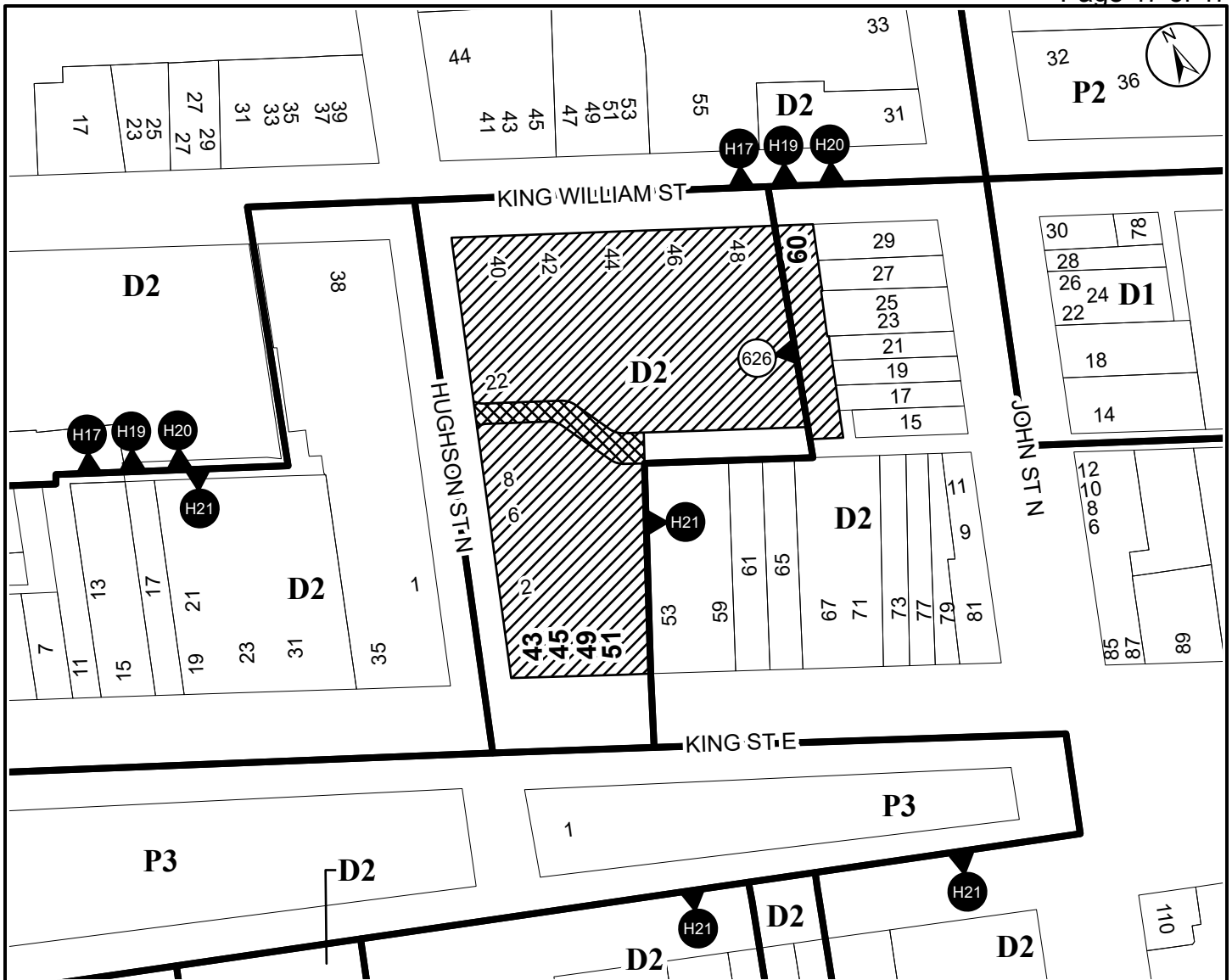
Hamilton

Comments:	There are no public tree assets impacted by the proposed conveyance.
Notes:	

Legislative Approvals:

Recommendation:	No Comments
Proposed Conditions:	
Comments:	
Notes:	We ask that the Owner agrees to physically affix the municipal numbers or full addresses to either the buildings or on signs in accordance with the City's Sign By-law, in a manner that is clearly visible from the road.

Please Note: Public comment will be posted separately, if applicable.



● Site Location



Committee of Adjustments

Subject Property

43-51 King Street East
& 60 King William Street, Hamilton (Ward 2)

- Lands to be retained
- Easement

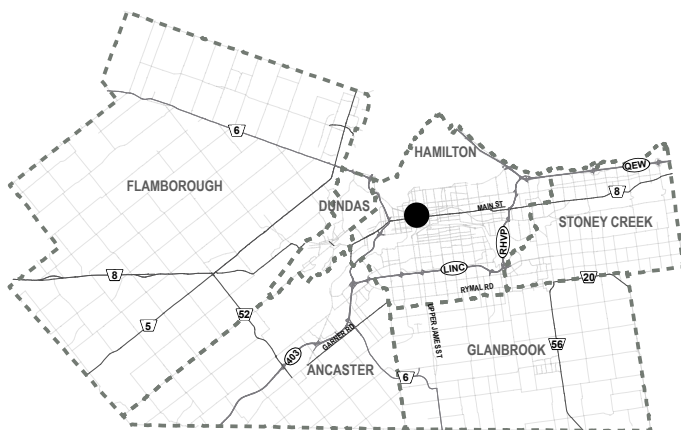
File Name/Number:
B-24:80

Date:
January 15, 2025

Technician:
SH

Scale:
N.T.S.

Appendix "A"



City of Hamilton

