



Hamilton

**COMMITTEE OF ADJUSTMENT**

City Hall, 5<sup>th</sup> floor, 71 Main Street West, Hamilton, ON L8P 4Y5

Telephone (905) 546-2424, ext. 4221

E-mail: [cofa@hamilton.ca](mailto:cofa@hamilton.ca)

**NOTICE OF PUBLIC HEARING**  
**Consent/Land Severance**

**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

<b>APPLICATION NO.:</b>	<b>B-24:66</b>	<b>SUBJECT PROPERTY:</b>	415-407 Parkside Drive, Flamborough
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**APPLICANTS:** Purchaser: Matthew Hatfield  
Owner: OPTA Waterdown Inc.

**PURPOSE & EFFECT:** To permit the conveyance of a parcel of land to be added to property known municipally as 415 Parkside Drive, Waterdown.

	<b>Frontage</b>	<b>Depth</b>	<b>Area</b>
<b>SEVERED LANDS:</b>	8.99 m <sup>±</sup>	60.96 m <sup>±</sup>	560.31 m <sup>2</sup> <sup>±</sup>
<b>RETAINED LANDS:</b>	46.628 m <sup>±</sup>	162.680 m <sup>±</sup>	7,585.44 m <sup>2</sup> <sup>±</sup>

Associated Planning Act File(s): N/A

**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 heard by the Committee as shown below:

<b>DATE:</b>	<b>Tuesday, November 26, 2024</b>
<b>TIME:</b>	<b>2:55 p.m.</b>
<b>PLACE:</b>	<b>City Hall Council Chambers (71 Main St. W., Hamilton)</b>
	<b>To be streamed (viewing only) at</b> <a href="http://www.hamilton.ca/committeeofadjustment">www.hamilton.ca/committeeofadjustment</a>

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

- Visit [www.hamilton.ca/committeeofadjustment](http://www.hamilton.ca/committeeofadjustment)
- Visit Committee of Adjustment staff at 5<sup>th</sup> floor City Hall, 71 Main St. W., Hamilton

**PUBLIC INPUT**

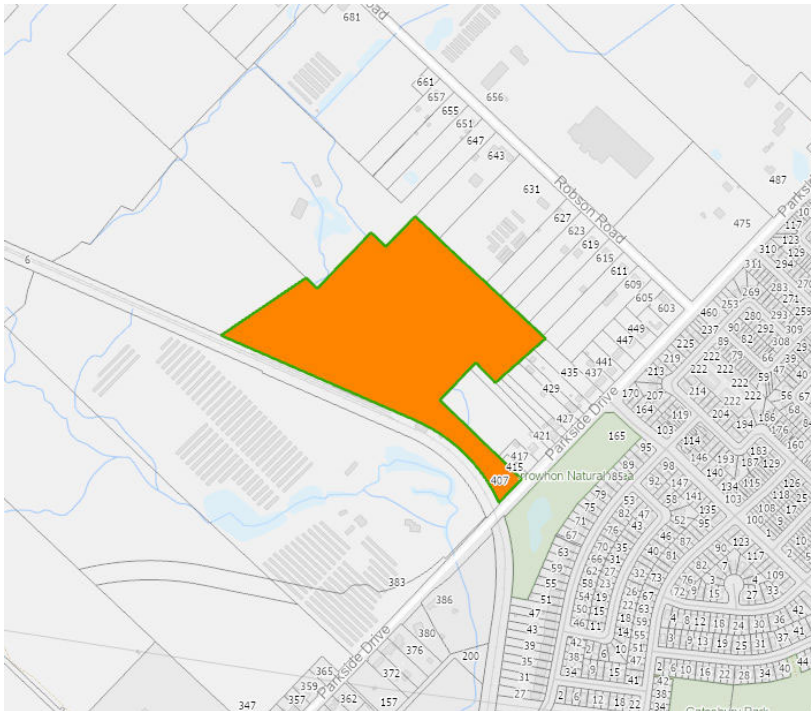
**Written:** If you would like to submit written comments to the Committee of Adjustment you may do so via email or hardcopy. Please see attached page for complete instructions, written comments must be received no later than noon **November 22, 2024**

**Orally:** If you would like to speak to this item at the hearing you may do so via video link, calling in, or attending in person. Please see attached page for complete instructions, registration to participate virtually must be received no later than noon **November 25, 2024**

**FURTHER NOTIFICATION**

If you wish to be notified of future Public Hearings, if applicable, regarding B-24:66, you must submit a written request to [cofa@hamilton.ca](mailto:cofa@hamilton.ca) or by mailing the Committee of Adjustment, City of Hamilton, 71 Main Street West, 5th Floor, Hamilton, Ontario, L8P 4Y5.

If you wish to be provided the Notice of Decision 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](mailto:cofa@hamilton.ca) or by mail through City Hall, 5th floor, 71 Main Street West, Hamilton, ON L8P 4Y5.



 Subject Lands

DATED: November 7, 2024

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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 of The City of Hamilton Committee of Adjustment in respect of the proposed consent does not make written submissions to The City of Hamilton Committee of Adjustment before it gives or refuses to give a provisional consent, the Ontario Land Tribunal may dismiss the appeal.



Hamilton

## COMMITTEE OF ADJUSTMENT

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## PARTICIPATION PROCEDURES

### Written Submissions

Members of the public who would like to participate in a Committee of Adjustment meeting are able to provide comments in writing advance of the meeting. Comments can be submitted by emailing [cofa@hamilton.ca](mailto: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 on the date listed on the Notice of Public Hearing.**

Comments are available the Friday prior to the Hearing and are available on our website: [www.hamilton.ca/committeeofadjustment](http://www.hamilton.ca/committeeofadjustment)

### Oral Submissions

Members of the public are also able to provide oral comments regarding Committee of Adjustment Hearing items by participating Virtually through Webex via computer or phone or by attending the Hearing In-person. Participation Virtually requires pre-registration in advance. Please contact staff for instructions if you wish to make a presentation containing visual materials.

#### 1. Virtual Oral Submissions

Interested members of the public, agents, and owners **must register by noon on the day listed on the Notice of Public Hearing** to participate Virtually.

To register to participate Virtually by Webex either via computer or phone, please contact Committee of Adjustment staff by email [cofa@hamilton.ca](mailto:cofa@hamilton.ca). The following information is required to register: Committee of Adjustment file number, hearing date, name and mailing address of each person wishing to speak, if participation will be by phone or video, and if applicable the phone number they will be using to call in.

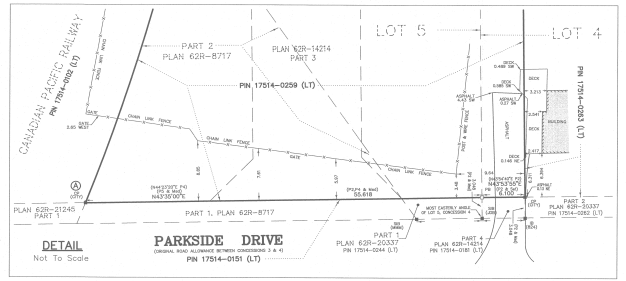
A separate registration for each person wishing to speak is required. Upon registering for a meeting, members of the public will be emailed a link for the Webex meeting one business day before the Hearing. Only those registered will be called upon to speak.

#### 2. In person Oral Submissions

Interested members of the public, agents, and owners who wish to participate in person may attend Council Chambers on the date and time listed on the Notice of Public Hearing. Please note, you will be required to provide your name and address for the record. It is advised that you arrive **no less than 10 minutes** before the time of the Public Hearing as noted on the Notice of Public Hearing.

We hope this is of assistance and if you need clarification or have any questions, please email [cofa@hamilton.ca](mailto:cofa@hamilton.ca).

Please note: Webex (video) participation requires either a compatible computer or smartphone and an application (app/program) must be downloaded by the interested party in order to participate. It is the interested party's responsibility to ensure that their device is compatible and operating correctly prior to the Hearing.



**LEGEND:**

---	Proposed boundary
---	Proposed right-of-way
---	Proposed easement
---	Proposed fence
---	Proposed driveway
---	Proposed walkway
---	Proposed utility line
---	Proposed water feature
---	Proposed structure
---	Proposed other
---	Proposed
---	Proposed
---	Proposed

**NOTE:**  
DISTANCES ARE SHOWN AND CAN BE CONVERTED TO SMO BY MULTIPLYING BY THE CORRECTION FACTOR OF 0.999868

**INTEGRATION DATA**

EDITION	1
ISSUED	2023
DATE	2023-04-25
BY	R.A. McLAREN
CHECKED	R.A. McLAREN
APPROVED	R.A. McLAREN

**BEARING NOTE:**  
BEARINGS ARE GIVEN DERIVED FROM OBSERVED RESURVEY POINTS & ARE BY REAL-TIME NETWORK OBSERVATIONAL, UTM ZONE 17, NAD83 (CSRS) (2010)

**BEARING COMPARISON:**  
FOR BEARING COMPARISONS, A ROTATION OF 60/00/00" IS APPLIED TO ALL BEARINGS TO CONVERT TO GRID BEARINGS.  
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**PARKSIDE DRIVE**  
ORIGINAL PLAN 62R-14214 PARTS 1 & 2  
PN 17514-0151 (LT)

**METRIC NOTE:**  
DIMENSIONS AND COORDINATES SHOWN ON THIS PLAN ARE IN METRIC UNITS AND ARE BY DIVISION BY 0.3048

**SURVEYOR'S CERTIFICATE:**  
I, the undersigned, R.A. McLAREN, O.L.S. No. 2023, being duly sworn, do hereby certify that I am a duly qualified and licensed surveyor under the provisions of the Survey Act, R.S.O. 1990, c. S.5, and that I have prepared this plan in accordance with the provisions of the Survey Act, R.S.O. 1990, c. S.5, and that I am a duly qualified and licensed surveyor under the provisions of the Survey Act, R.S.O. 1990, c. S.5.

**A.T. McLaren Limited**  
REGISTERED PROFESSIONAL SURVEYORS  
100 FINE LINE DRIVE, SUITE 100, MISSISSAUGA, ONTARIO L4W 1S4  
PH: 905.270.1100  
WWW.ATMCLAREN.COM

DATE: 21 April 2023  
BY: R.A. McLAREN

THIS PLAN OF SURVEY RELATES TO THE PLAN NUMBERED FOLLOWS (SHEET NO.)

N 7

E1

P1

162.680m.

Lands to  
be  
Retained

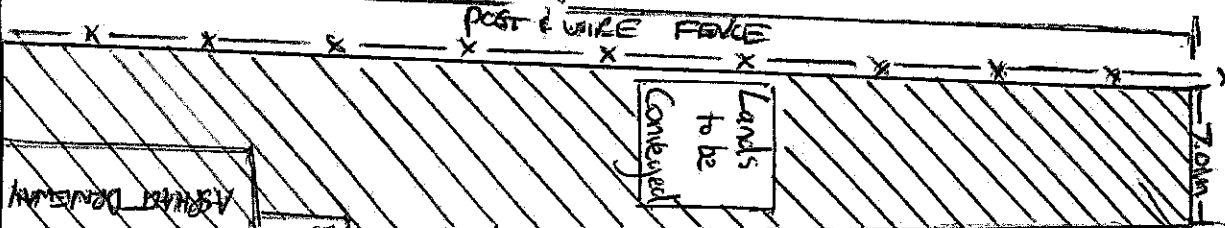
407  
Parkside.

46.628m.

Parkside Drive

609m

POST & WIRE FENCE



Lands  
to be  
Conserved

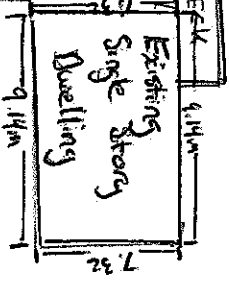
ASBESTOS DENSIFY

8.99m

15.24m

415  
Parkside.

15.24m



Existing  
Single Storey  
Dwelling

51.82m

417  
Parkside.

## **Severance Application 415/407 Parkside Drive, Waterdown ON**

To the City of Hamilton Committee of Adjustments and Planning Staff,

Please accept this letter in conjunction with my severance package for 407/415 Parkside Drive in Waterdown, ON. My name is Matthew Hatfield and I am the owner of 415 Parkside. I came across this property in summer of 2023 after losing all hope of being able to stay in the Waterdown/Hamilton area. I was looking at homes for months and was constantly being outbid soon coming to the realization I would have to move hours away from my family and friends to somewhere more affordable. I came across 415 Parkside drive out of sheer luck after a previous transaction had fallen through and had to jump on the opportunity. Shortly after gaining possession of the home, I was moving in and noticed the property line marking pin in the driveway. After months of research and communication with the neighboring corporation it was concluded that I did not own any of my driveway and that the deck on the property was encroaching on their property as well (407 Parkside Drive). Fortunately, after nearly a year of communications the business next door (OPTA Waterdown Inc) agreed to sell me the land so I could own my driveway and have access to my home. I am by no means a developer, I am a 30-year-old firefighter looking to eliminate a problem, move forward and start a family, continuing to live happily in Waterdown.

Thank you for your time,

Matthew Hatfield

## AGREEMENT OF PURCHASE AND SALE AND FULL AND FINAL RELEASE

**THIS AGREEMENT** (the "Agreement") made as of the 9th day of September, 2024, or any other date that is mutually agreed to by the parties (the "Effective Date"),

### BETWEEN:

**Opta Waterdown Inc.**, a corporation incorporated under the laws of Canada, with its principal office located at 104-3027 Harvester Road, Burlington, Ontario, Canada (hereinafter referred to as the "Seller"),

### AND:

Matthew Allan Hatfield, residing at Hamilton, Ontario, Canada (hereinafter referred to as the "Buyer").

### RECITALS:

WHEREAS the Seller is the sole and legal owner of a parcel of land situated in Hamilton, Ontario, Canada, more particularly described as Part of 407 Parkside Dr, Hamilton, Ontario L0R 2H0 (the "Land");

AND WHEREAS the Buyer has encroached upon and is currently in possession of a portion of the Land (the "Property");

AND WHEREAS the Seller has agreed to convey, assign, and transfer to the Buyer, and the Buyer has agreed to purchase and assume all rights, title, interest, and liabilities in the Property for the nominal sum of One Dollar (\$1.00 CAD) and other good and valuable consideration;

NOW, THEREFORE, in consideration of the premises, covenants, and agreements contained herein, the parties hereto agree as follows:

### 1. CONVEYANCE AND TRANSFER OF PROPERTY

1.1. **Conveyance:** Subject to the terms and conditions set forth in this Agreement, the Seller hereby agrees to sell, assign, transfer, and convey to the Buyer, and the Buyer agrees to purchase from the Seller, the Property for a total consideration of One Dollar (\$1.00 CAD), the receipt and sufficiency of which are hereby acknowledged by the Seller.

1.2. **Property Description:** The Property being conveyed is more particularly described in Appendix A attached hereto and incorporated by reference into this Agreement. The Property includes the land and all appurtenances thereto, as detailed in the diagram provided in Appendix A.

1.3. **As-Is, Where-Is:** The Buyer acknowledges and agrees that the Property is being sold and conveyed on an "as-is, where-is" basis, with all faults and without any representations or warranties of any kind, express or implied, by the Seller, including, without limitation, warranties of fitness for a particular purpose, merchantability, or habitability.

Initial Initial  
MA LS



**1.4. No Right of Rescission:** The Buyer acknowledges that this sale is final, and there shall be no right of rescission or return, and no right to terminate or void this Agreement by the Buyer once it has been executed.

## **2. TITLE AND REGISTRATION COSTS**

**2.1. Title Transfer:** The Seller agrees to execute such documents as may be required to transfer title of the Property to the Buyer. The Buyer shall be solely responsible for all costs, expenses, and fees associated with the registration of the title and any other documents related to the transfer of the Property, including, but not limited to, legal fees, land transfer taxes, registration fees, and any related Transaction Costs.

**2.2. No Encumbrances:** The Seller warrants that it holds the title to the Property free and clear of all liens, charges, encumbrances, and claims, except as disclosed to the Buyer, and agrees to transfer the Property to the Buyer free of any such liens or encumbrances.

**2.3. Title Insurance:** The Buyer may, at its sole cost and expense, obtain title insurance to cover any defects or issues related to the title of the Property. The Seller shall have no obligation to obtain title insurance or to provide any indemnity related to title defects.

## **3. ASSUMPTION OF LIABILITIES AND INDEMNIFICATION**

**3.1. Assumption of Liabilities:** The Buyer hereby assumes all risks, liabilities, obligations, and responsibilities associated with the Property, whether arising before, on, or after the Effective Date, including, without limitation, all environmental liabilities, zoning or land use compliance obligations, and any other statutory or regulatory duties associated with the ownership, use, or occupancy of the Property.

**3.2. Indemnification by Buyer:** The Buyer shall indemnify, defend, and hold harmless the Seller, its affiliates, successors, assigns, and their respective directors, officers, employees, and agents (collectively, the "Seller Indemnitees") from and against any and all claims, demands, actions, suits, proceedings, liabilities, damages, losses, costs, and expenses (including, without limitation, legal fees and disbursements on a solicitor-client basis) arising out of or in connection with:

- (a) The ownership, possession, use, or occupancy of the Property by the Buyer or any third party;
- (b) Any breach by the Buyer of any covenant, representation, warranty, or obligation under this Agreement;
- (c) Any environmental conditions, contamination, or violation of environmental laws related to the Property, whether existing before, on, or after the Effective Date;
- (d) Any injury, death, or property damage occurring on or related to the Property after the Effective Date; and
- (e) Any assessment, demand, or claim by the Canada Revenue Agency (CRA) or any other governmental authority for taxes, penalties, or other charges based on the fair market value of the Property rather than the sale price, as further detailed in Section 4.

## **4. TAXES AND ASSESSMENTS**

Initial Initial  
MA LS

**4.1. Nominal Consideration:** The parties acknowledge that the consideration for the Property is nominal and may not reflect its fair market value. The Buyer acknowledges the potential for the CRA or other governmental authorities to assess or challenge the sale price for tax purposes.

**4.2. Tax Indemnity:** The Buyer shall be solely responsible for and shall indemnify, defend, and hold harmless the Seller Indemnitees from and against any and all taxes, penalties, interest, assessments, and other charges imposed by any governmental authority, including the CRA, arising out of or in connection with the sale of the Property, including any such amounts based on a determination that the fair market value of the Property exceeds the sale price.

**4.3. Reimbursement of Seller:** If the Seller is required to pay any taxes, penalties, interest, assessments, or other charges as described in Section 4.2, the Buyer shall reimburse the Seller for such amounts within thirty (30) days of receiving written notice from the Seller, together with any supporting documentation reasonably necessary to substantiate the amounts paid.

## **5. REPRESENTATIONS AND WARRANTIES**

**5.1. Seller's Representations and Warranties:** The Seller represents and warrants to the Buyer that:

(a) The Seller has good and marketable title to the Property, free and clear of all liens, charges, encumbrances, and claims, except as disclosed to the Buyer;

(b) The Seller has the full power and authority to enter into this Agreement and to convey the Property to the Buyer;

(c) This Agreement has been duly authorized, executed, and delivered by the Seller and constitutes a legal, valid, and binding obligation of the Seller, enforceable against the Seller in accordance with its terms;

(d) The execution and delivery of this Agreement and the performance of the Seller's obligations hereunder will not violate or conflict with any agreement, law, regulation, order, or judgment to which the Seller is subject.

**5.2. Buyer's Representations and Warranties:** The Buyer represents and warrants to the Seller that:

(a) The Buyer has the full power and authority to enter into this Agreement and to perform its obligations hereunder;

(b) This Agreement has been duly authorized, executed, and delivered by the Buyer and constitutes a legal, valid, and binding obligation of the Buyer, enforceable against the Buyer in accordance with its terms;

(c) The Buyer has conducted its own independent investigation and due diligence with respect to the Property and is satisfied with the condition of the Property and all matters related thereto;

(d) The Buyer acknowledges that the Seller has made no representations or warranties regarding the condition, fitness for a particular purpose, or compliance with laws of the Property, except as expressly set forth in this Agreement.

## 6. CONDITIONS PRECEDENT

6.1. **Mutual Conditions:** The obligations of the parties to complete the transactions contemplated by this Agreement are subject to the satisfaction or waiver, on or before the Closing Date, of the following conditions precedent:

- (a) The parties shall have obtained all necessary consents, approvals, and authorizations from any governmental or regulatory authorities required for the transfer of the Property;
- (b) No action, suit, or proceeding shall be pending or threatened before any court, governmental or regulatory authority, or arbitrator that seeks to enjoin, restrict, or prohibit the consummation of the transactions contemplated by this Agreement.

## 7. FULL AND FINAL RELEASE

7.1. **Release by Buyer:** As of the Effective Date, the Buyer hereby irrevocably releases, waives, and discharges the Seller Indemnitees from any and all claims, demands, actions, causes of action, liabilities, damages, losses, costs, and expenses, whether known or unknown, arising out of or in connection with the Property, the sale of the Property, or any condition or defect in the Property, except for any claims arising from the Seller's fraud or willful misconduct.

## 8. GOVERNING LAW AND DISPUTE RESOLUTION

8.1. **Governing Law:** This Agreement shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than those of Ontario.

8.2. **Dispute Resolution:** Any dispute, controversy, or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity, or termination, shall be referred to and finally resolved by arbitration under the Arbitration Act of Ontario, which Rules are deemed to be incorporated by reference into this clause.

- (a) The number of arbitrators shall be one (1).
- (b) The seat, or legal place, of arbitration shall be Toronto, Ontario, Canada.
- (c) The language to be used in the arbitration shall be English.

## 9. MISCELLANEOUS

9.1. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties hereto with respect to the sale and transfer of the Property and supersedes all prior and contemporaneous agreements, understandings, negotiations, representations, and warranties, whether oral or written, with respect to the subject matter hereof.

9.2. **Amendments:** This Agreement may not be amended, modified, or supplemented except by a written agreement executed by both parties.

9.3. **Severability:** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be severed from this Agreement, and the remaining provisions shall continue in full force and effect.

9.4. **Further Assurances:** Each party hereto agrees to execute and deliver such further documents, agreements, and instruments and to take such further actions as may be reasonably required to carry out the intent and purposes of this Agreement.

9.5. **Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Execution of this Agreement by facsimile or other electronic transmission shall be deemed effective as if executed in original.

## 10. ACKNOWLEDGEMENT OF LEGAL ADVICE

10.1. **Opportunity for Legal Advice:** The Buyer acknowledges that he has been advised of his right to seek independent legal advice regarding the terms and conditions of this Agreement and the transaction contemplated herein.

10.2. **Receipt of Legal Advice:** The Buyer further acknowledges and agrees that:

(a) It has had the opportunity to receive such independent legal advice as he deemed necessary prior to executing this Agreement; or

(b) He has voluntarily chosen not to seek or obtain such legal advice, fully understanding the implications and risks associated with entering into this Agreement.

10.3. **Voluntary Execution:** The Buyer confirms that he is entering into this Agreement voluntarily and without any undue influence, coercion, or duress, and that he fully understand the terms and conditions set forth herein.

## 11. SPOUSAL CONSENT AND ACKNOWLEDGMENT

11.1. **Spousal Consent:** If the Buyer is married, the Buyer's spouse must consent to this Agreement and the transfer of the Property as required under the **Family Law Act** of Ontario, specifically if the Property is or may be considered a matrimonial home.

11.2. **Declaration Regarding Matrimonial Home:** The Buyer represents and warrants to the Seller that:

- (a) The Property is not a matrimonial home within the meaning of the Family Law Act; or
- (b) If the Property is a matrimonial home, the Buyer's spouse must executed a spousal consent.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the Effective Date.

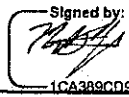
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**Opta Waterdown Inc.**

Per:  Signed by:  
8FB3E2279F004D7...

Name: Craig Szabo  
Title: Director of Technology and Projects

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 Signed by:  
1CA388CD9A124CB

**Matthew Allan Hatfield**

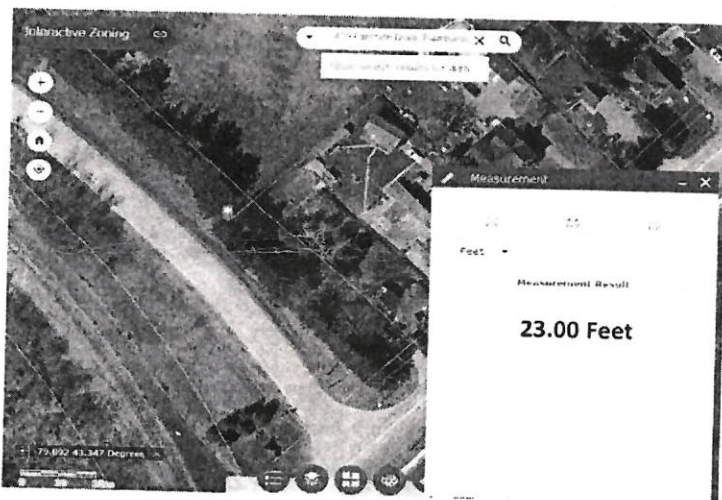
Appendix A – 407/415 Parkside Drive Lot Purchase

Lot to be purchased from OPTA INC by Matthew Hatfield as described below, numeration listed as approximate until severance confirmation from City of Hamilton;

- South side of lot running approximately 29 ft east west from existing property line of 415 to wire fence located on 407



- North side of lot running approximately 23 ft east west from existing property line of 415 to wire fence located on 407



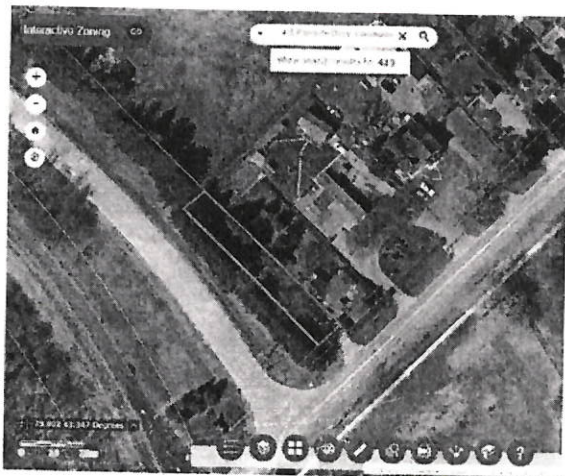
*Matthew Hatfield*  
Sept 18/2024

*[Signature]*  
Sept 17, 2024<sub>1</sub>

- Length of lot running north south on existing west property line of 415 as well as linear on the wire fence existing on 407, total length approximately 200 ft



- Lot summary in highlighted area;



*[Handwritten signature]*  
Sept 18 / 2024

*[Handwritten signature]*  
Sept 17, 2024  
2



Hamilton

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

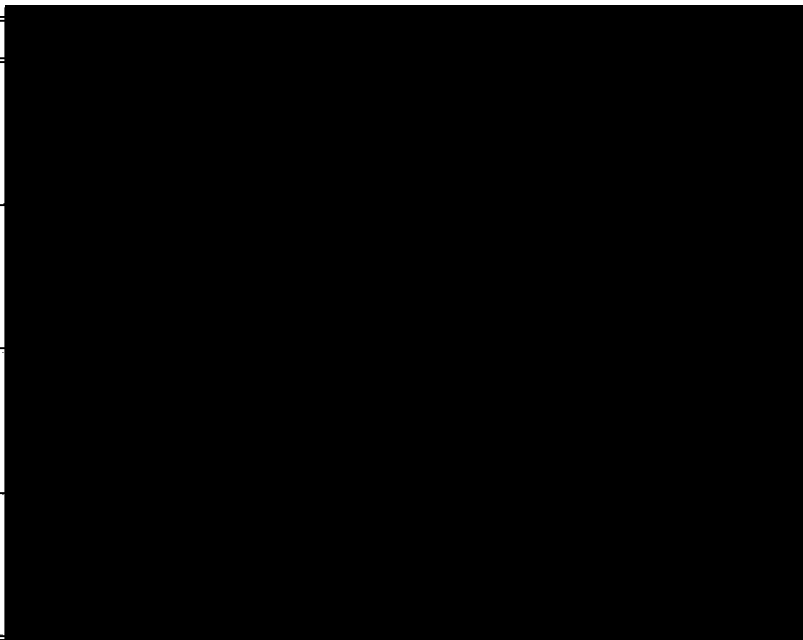
Phone: (905) 546-2424 ext. 4221  
Email: [cofa@hamilton.ca](mailto:cofa@hamilton.ca)

**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*	Matthew Hatfield.
Registered Owners(s)	OPTA Waterdown. INC.
Applicant(s)**	
Agent or Solicitor	



\*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 Primary contact  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

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.



1.6 Payment type

- In person
  Credit over phone\*
- Cheque

\*Must provide number above

## 2. LOCATION OF SUBJECT LAND

2.1 Complete the applicable sections:

Municipal Address	407 Parkside Drive, Waterdown ON L8B 0Y6.		
Assessment Roll Number	2518 30341006200		
Former Municipality	Flamborough		
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:

---

## 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 checked="" type="checkbox"/> addition to a lot                                                                                                                                | <input type="checkbox"/> a lease               |
| <input 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)<br>(i.e. a lot containing a surplus farm dwelling<br>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:

Matthew Hatfield

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

415 Parkside Drive, Waterdown ON L8B 0Y6.

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:

All dimensions to be provided in metric (m, m<sup>2</sup> or ha), attach additional sheets as necessary.

	Retained (remainder)	Parcel 1	Parcel 2	Parcel 3*	Parcel 4*
Identified on Sketch as:	E1	P1			
Type of Transfer	N/A				
Frontage	46.628m	8.99m			
Depth	162.680m	60.96m			
Area	7585.44m	560.31m <sup>2</sup>			
Existing Use	E2	E2			
Proposed Use	E2	A2			
Existing Buildings/ Structures	—	Asphalt Driveway			
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?

E2.

Rural Hamilton Official Plan designation (if applicable): Rural

Rural Settlement Area: \_\_\_\_\_

Urban Hamilton Official Plan designation (if applicable) \_\_\_\_\_

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

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.

5.3 What is the existing zoning of the subject land? E2

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.

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 checked="" type="checkbox"/>	100m
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.

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

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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.

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6.4 How long has the applicant owned the subject land?

1 Year.

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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.

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**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)

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7.2 Is this application consistent with the Provincial Policy Statement (PPS)?  
 Yes       No      (Provide explanation)

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7.3 Does this application conform to the Growth Plan for the Greater Golden Horseshoe?  
 Yes       No      (Provide explanation)

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7.4 Are the subject lands subject to the Niagara Escarpment Plan?  
 Yes       No      (Provide explanation)

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

Yes  No (Provide explanation)

7.6 Are the subject lands subject to the Greenbelt Plan?

Yes  No (Provide explanation)

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

Yes  No (Provide explanation)

## 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 <sup>2</sup> or ha):
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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 <sup>2</sup> or ha):
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10.6 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 <sup>2</sup> or ha): (from Section 4.1)
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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

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