



MINOR VARIANCE APPLICATION SUBMISSION REQUIREMENTS AND INFORMATION

1.0 GENERAL NOTES

- 1.1 Prior to submitting an application, it is strongly recommended that you contact the planner responsible for your particular area in order to determine the feasibility of your proposal. Please contact the Planning office for further information (pd.generalinquiry@hamilton.ca).
- 1.2 The application fee is non-refundable whether the application is approved or denied.
- 1.3 Submission of this application constitutes tacit consent for authorized municipal staff to inspect the subject lands or premises.
- 1.4 All information submitted in support of this application will be considered public information, including any reports, studies, drawings or other documentation submitted by applicant(s), agent(s), consultants(s) or solicitor(s). The City of Hamilton is permitted to make the application and any associated supporting information available to the general public, including posting electronic versions of the application form and associated studies and reports online. The City of Hamilton is also permitted to provide copies of the application and any supporting information to any member of the public or other third party that requests the information.
- 1.5 The application form is formatted to be printed on paper sized 8.5” by 14” (legal).

2.0 FEES

The application fee is payable at the time of submission of the completed application and is **non-refundable** whether the application is approved or denied.

2.1 PAYMENT TYPES

- 1) Cheque, Credit and Cash (Please note cash payments must be exact, we do not give change and cannot except overage) are accepted for all fees except Conservation Authority fees)

Please make cheques payable to “**The City of Hamilton.**”

2.2 APPLICATION FEE:

- 1) **Routine - \$600.00** (applies to Secondary Dwelling Units, pools, decks, sheds, accessory buildings, porches, eave projections and recognizing legal non-complying situations)
- 2) **Standard - \$3,320.00**
- 3) **After the Fact* - \$4,145.00** (Applicable fee if construction has taken place.)

Recirculation Fee - \$275.00

2.3 CONSERVATION AUTHORITY PLAN REVIEW FEES

Conservation Authority	Minor (a)	Minor (b)	Intermediate	Major
Hamilton Conservation Authority	\$495 ¹	<u>n/a</u>	<u>n/a</u>	\$990 ⁵
Conservation Halton	\$147 ²	\$260 ³	\$641 ⁴	\$1,865 ⁵
Niagara Peninsula Conservation Authority	\$410 ¹	<u>n/a</u>	<u>n/a</u>	TBD*
Grand River Conservation Authority	\$270 ⁶	<u>n/a</u>	<u>n/a</u>	\$600 ⁷

During the current closure of offices to the public, please contact the Conservation Authorities directly to arrange payment of Conservation Authority Plan Review Fees.

Contacts are:

Hamilton Conservation Authority: 905.525.2181

Halton Conservation Authority: 289-230-0104

Grand River Conservation Authority: (519) 621-2763 x2324

Niagara Peninsula Conservation Authority: 905 788 3135

Note: For lands located within the watershed boundaries of the Conservation Authority, combined applications will only be processed at the highest rate.

- 1 In the area of interest
- 2 No site visit or technical review
- 3 Visual inspection
- 4 Staking, visual assessment or one technical review
- 5 More than one technical study is required for review
- 6 Low risk of impact on natural hazard or natural features no technical reports required.
- 7 A hazard risk and/or potential impact to natural hazards or natural features and requires the review of one or more technical reports/studies.

* Addition fee for the review of a technical report, if required.

3.0 SITE SKETCH

3.1 REQUIRED INFORMATION

The application must be accompanied by a sketch or survey plan (in metric) containing the following information (you may submit additional sketches if all information is not able to be provided on one plan):

- 1) the true dimensions and boundaries of the property for which the application is being made (note: a sidewalk is not usually a lot line);
- 2) the location, size and type (e.g. deck, single family dwelling etc.) of all existing buildings, structures or uses on the subject property, including setbacks measured from the front, rear and side lot lines;
- 3) the location, size and type (e.g. covered porch, 2-unit dwelling, parking spaces, etc.) of all proposed buildings, structures or uses on the subject property, including setbacks measured from the front, rear and side lot lines;
- 4) all projections from buildings and structures, including but not limited to eaves and gutters, steps, fire escapes/exterior staircases etc.;
- 5) location of all natural and artificial features on the subject land and on land that is adjacent to the subject land that may affect the application (e.g. railways, trees, wells and septic tanks);
- 6) location, width and name of any roads within or abutting the subject land;
- 7) location and nature of any easement affecting the subject land;

- 8) the information provided must be legible and drawn with good drafting techniques;
- 9) sketch paper size is a minimum of Letter (A4, 8.5x11.5) and at least one copy a maximum of Ledger (A3, 11.5x17).

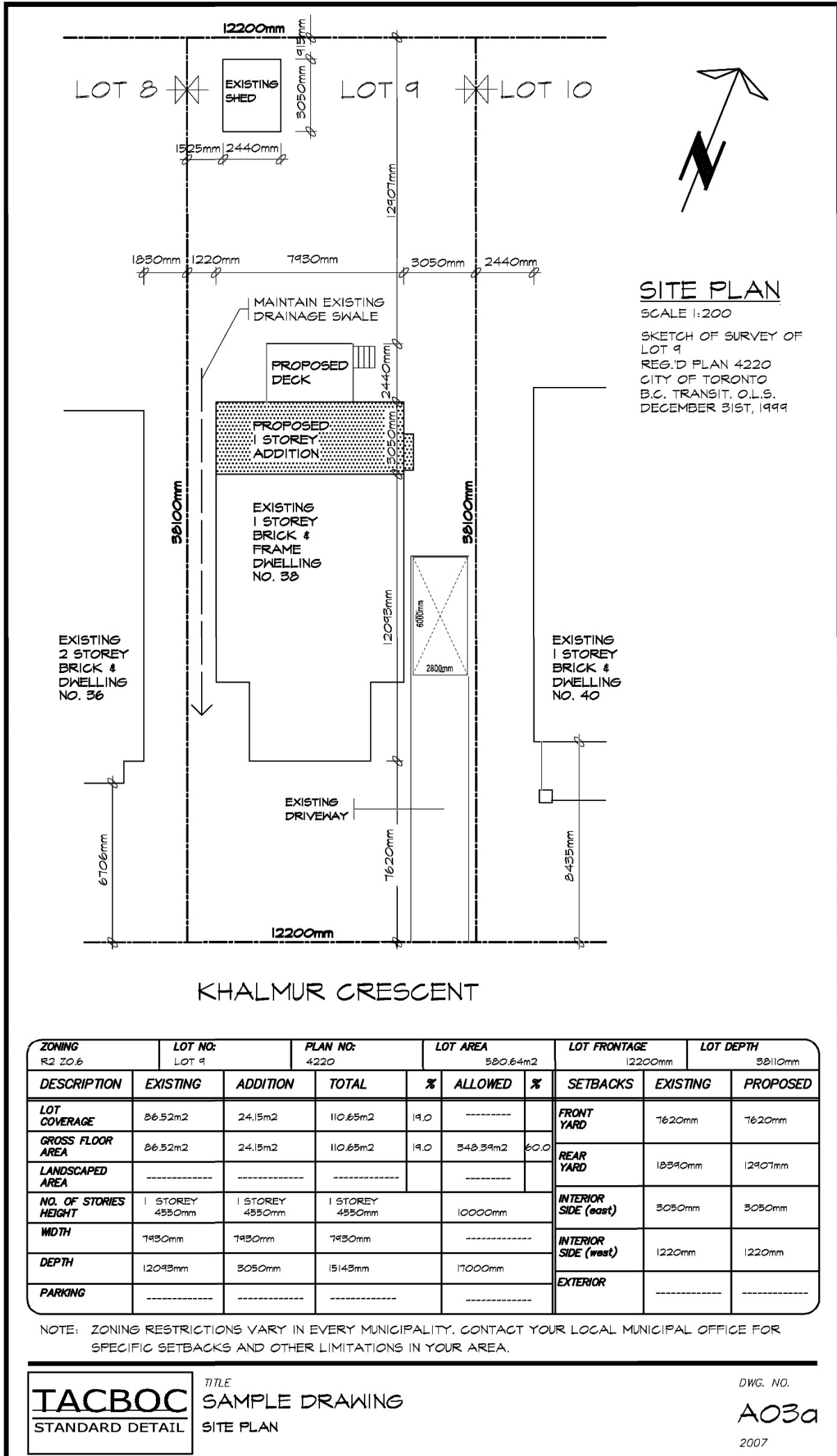
3.2 ADDITIONAL INFORMATION REQUIRED

The following information may be required depending on the nature of variances sought, please contact the Planning Division for what information may be required for your application;

- 1) lot coverage for all buildings, structures and uses;
- 2) dimensions and floor plans;
- 3) elevation plans showing height of building/structure;
- 4) percentage and dimensions of front yard landscaping, planting strips and additional landscaping as required;
- 5) percentage of front yard driveway;
- 6) access driveway width;
- 7) size and location of loading spaces; and
- 8) large (full sized) drawing for large-scale developments.

Please note failure to provide this information as required could result in the delay of your application.

3.3 EXAMPLE SKETCH



4.0 COMPLETENESS OF THE APPLICATION

4.1 REQUIRED ITEMS (see Section 5 for complete details)

- 1) Application Form – Fully completed, with all sections filled out, signed by the owner (and agent if applicable). See Application form attached.
- 2) Sworn Affidavit – Must be signed by the applicant before a Commissioner of Oaths. Part 24 of the application form.
- 3) Prescribed Fee – See Section 2
- 4) Site Sketch – See Section 3

4.2 The information in this application form that must be provided by the applicant is prescribed in Ontario Regulation 200/96 made under the *Planning Act*. This mandatory information must be provided along with the appropriate fee. If the mandatory information and fee are not provided, the City will return the application or refuse to further consider the application until the prescribed information and the fee are provided.

4.3 Item 4

- 1) This item is extremely important as this is the reason for the application. The Notice of Hearing for the application and the Decision are both formulated from this item. It is imperative that the applicant clearly indicate all of the variances being applied for in exact mathematical terms with proposed figures. If the applicant has any doubt as to why a variance application is necessary or as to the detail of the nature of the variances, then the applicant should contact the Building or Development Planning.
- 2) The staff processing the minor variance application cannot look beyond the information provided in Item 4 and must process your application on the basis of information in Item 4. **This Is Your Application. Make Sure You Know The Details Of Exactly Why You Have To Apply To The Committee Of Adjustment.**
- 3) Any errors or omissions in Item 4 could result in discovery at the hearing that there is need for additional variances or a change requiring recirculation of your application resulting in further delay and in some cases the need for submission of an additional application with a further application fee.
- 4) If the application is being made for a Secondary Dwelling Unit it must be clearly noted, specific policies apply.
- 5) If the scope of work involves a reconstruction of an existing dwelling (building being all or partially demolished) it must be clearly noted, specific policies apply.

5.0 SUBMISSION OF THE APPLICATION

A separate application form is required for each property, along with the applicable fee as indicated above. Please note the nature of the information/reports varies with the type of land uses proposed, the existing land use and topographic features.

Applications may be submitted via Electronic Submission or Hardcopy submission. Electronic submissions must be sent to cofa@hamilton.ca. Hardcopy Submissions must be mailed to Committee of Adjustment, 5th floor, 71 Main Street West Hamilton, Ontario L8P 4Y5 or submitted on the 1st Floor of City Hall, 71 Main Street West. Hardcopy submissions (including envelopes containing cheques) must be clearly addressed to Committee of Adjustment.

5.1 ELECTRONIC SUBMISSION

- 1) Acceptable file formats are .pdf, .jpeg, or .doc. All other formats will be returned as we are unable to process them.
- 2) Naming convention for files is: MV_Address_Document Type (eg. MV_71 Main St. W._Application Form)
- 3) Electronic Submission:
 - a) One (1) copy of the completed application form (all applicable sections filled out and commissioned); and
 - b) One (1) copy of the Survey or Site Sketch, including all required information per Section 3;
 - c) One (1) of any additional information, including studies; and
 - d) Payment information, request for credit card processing or scan/picture of cheque(s). All physical cheques must be mailed or dropped off at City all as per instructions above.

5.2 HARDCOPY SUBMISSION ONLY

- 1) All information noted below is required for a Hardcopy Only Submission.
- 2) Hardcopy Submission:
 - a) Two (2) copies of the completed application form;
 - b) Two (2) copies of the Survey or Site Sketch, including all required information per Section 5 (one (1) full scale size and one (1) no larger than ledger size paper 11" x 17");
 - c) Five (5) copies of the information/reports if indicated as needed when completing the sections of the application form; and
 - d) Payment, either credit card payment form or cheque(s).



Hamilton

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 A MINOR VARIANCE

FOR OFFICE USE ONLY.	
APPLICATION NO. _____	DATE APPLICATION RECEIVED _____
PAID _____	DATE APPLICATION DEEMED COMPLETE _____
SECRETARY'S SIGNATURE _____	

The Planning Act

Application for Minor Variance or for Permission

The undersigned hereby applies to the Committee of Adjustment for the City of Hamilton under Section 45 of the *Planning Act*, R.S.O. 1990, Chapter P.13 for relief, as described in this application, from the Zoning By-law.

1, 2	NAME	MAILING ADDRESS	
Registered Owners(s)			Phone:
			E-mail:
Applicant(s)*			Phone:
			E-mail:
Agent or Solicitor			Phone:
			E-mail:

Note: Unless otherwise requested all communications will be sent to the agent, if any.

3. Names and addresses of any mortgagees, holders of charges or other encumbrances:

Additional sheets can be submitted if there is not sufficient room to answer the following questions. Additional sheets must be clearly labelled

4. Nature and extent of relief applied for:

Secondary Dwelling Unit Reconstruction of Existing Dwelling

5. Why it is not possible to comply with the provisions of the By-law?

6. Legal description and Address of subject lands (registered plan number and lot number or other legal description and where applicable, **street and street number**):

7. PREVIOUS USE OF PROPERTY

Residential Industrial Commercial
Agricultural Vacant Other

Other _____

8.1 If Industrial or Commercial, specify use _____

8.2 Has the grading of the subject land been changed by adding earth or other material, i.e. has filling occurred?

Yes ____ No ____ Unknown ____

8.3 Has a gas station been located on the subject land or adjacent lands at any time?

Yes ____ No ____ Unknown ____

8.4 Has there been petroleum or other fuel stored on the subject land or adjacent lands?

Yes ____ No ____ Unknown ____

8.5 Are there or have there ever been underground storage tanks or buried waste on the subject land or adjacent lands?

Yes ____ No ____ Unknown ____

8.6 Have the lands or adjacent lands ever been used as an agricultural operation where cyanide products may have been used as pesticides and/or sewage sludge was applied to the lands?

Yes ____ No ____ Unknown ____

8.7 Have the lands or adjacent lands ever been used as a weapon firing range?

Yes ____ No ____ Unknown ____

8.8 Is the nearest boundary line of the application within 500 metres (1,640 feet) of the fill area of an operational/non-operational landfill or dump?

Yes ____ No ____ Unknown ____

8.9 If there are existing or previously existing buildings, are there any building materials remaining on site which are potentially hazardous to public health (eg. asbestos, PCB's)?

Yes ____ No ____ Unknown ____

8.10 Is there any reason to believe the subject land may have been contaminated by former uses on the site or adjacent sites?

Yes _____ No _____ Unknown _____

8.11 What information did you use to determine the answers to 8.1 to 8.10 above?

8.12 If previous use of property is industrial or commercial or if YES to any of 8.2 to 8.10, a previous use inventory showing all former uses of the subject land, or if appropriate, the land adjacent to the subject land, is needed.

Is the previous use inventory attached? Yes _____ No _____

9. ACKNOWLEDGEMENT CLAUSE

I acknowledge that the City of Hamilton is not responsible for the identification and remediation of contamination on the property which is the subject of this Application – by reason of its approval to this Application.

_____ Date

_____ Signature Property Owner(s)

_____ Print Name of Owner(s)

10. Dimensions of lands affected:

Frontage _____

Depth _____

Area _____

Width of street _____

11. Particulars of all buildings and structures on or proposed for the subject lands: (Specify ground floor area, gross floor area, number of stories, width, length, height, etc.)

Existing: _

Proposed

12. Location of all buildings and structures on or proposed for the subject lands; (Specify distance from side, rear and front lot lines)

Existing:

Proposed:

13. Date of acquisition of subject lands:

14. Date of construction of all buildings and structures on subject lands:

15. Existing uses of the subject property (single family, duplex, retail, factory etc.):
16. Existing uses of abutting properties (single family, duplex, retail, factory etc.):
17. Length of time the existing uses of the subject property have continued:
18. Municipal services available: (check the appropriate space or spaces)
- | | |
|----------------|-----------|
| Water | Connected |
| Sanitary Sewer | Connected |
| Storm Sewers | |
19. Present Official Plan/Secondary Plan provisions applying to the land:
20. Present Restricted Area By-law (Zoning By-law) provisions applying to the land:
21. Has the owner previously applied for relief in respect of the subject property?
- | | |
|-----|----|
| Yes | No |
|-----|----|
- If the answer is yes, describe briefly.
22. Is the subject property the subject of a current application for consent under Section 53 of the *Planning Act*?
- | | |
|-----|----|
| Yes | No |
|-----|----|
23. Additional Information
24. The applicant shall attach to each copy of this application a plan showing the dimensions of the subject lands and of all abutting lands and showing the location, size and type of all buildings and structures on the subject and abutting lands, and where required by the Committee of Adjustment such plan shall be signed by an Ontario Land Surveyor.

PART 25 AFFIDAVIT OR SWORN DECLARATION

This declaration to be sworn by a Commissioner of Oaths.

I, _____ of the _____ of _____
in the _____ of _____ solemnly declare that:

All of the above statements are true and I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

Declared before me at the _____
at the _____ of _____)
in the _____)
of _____)
this ____ day of _____ A.D. 20 ____)
Applicant

A Commissioner, etc.

PART 26 OWNERS AUTHORIZATION

As of the date of this application, I (NAME) _____ am the registered Owner(s) of the lands described in this application, and I have examined the contents of this application and hereby certify that the information submitted with the application is correct insofar as I have knowledge of these facts, and I hereby authorize:

_____ of _____
to act as my agent in this matter and to provide any of my personal information that will be included in this application or collected during the processing of the application.

DATE _____ SIGNED _____

PART 27 CONSENT OF THE OWNER

Complete the consent of the owner concerning personal information set out below.

Consent of Owner to the Disclosure of Application Information and Supporting Documentation

Application information is collected under the authority of the *Planning Act*, R.S.O. 1990, c. P.13. In accordance with that Act, it is the policy of the City of Hamilton to provide public access to all *Planning Act* applications and supporting documentation submitted to the City.

I, _____, the Owner(s), hereby agree and acknowledge
(Print name of Owner(s))
that the information contained in this application and any documentation, including reports, studies and drawings, provided in support of the application, by myself, my agents, consultants and solicitors, constitutes public information and will become part of the public record. As such, and in accordance with the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, I hereby consent to the City of Hamilton making this application and its supporting documentation available to the general public, including copying and disclosing the application and its supporting documentation to any third party upon their request.

Date

Signature of Owner(s)

PART 28 PERMISSION TO ENTER

Date: _____

Secretary/Treasurer
Committee of Adjustment
City of Hamilton,
City Hall

Dear Secretary/Treasurer;
Re: Application to Committee of Adjustment

Location of Land: _____
(Municipal address)

I hereby authorize the members of the Committee of Adjustment and members of the staff of the City of Hamilton to enter on to the above-noted property for the limited purposes of evaluating the merits of this application.

Signature of Owner or Authorized agent

Please print name

Note: The Committee of Adjustment requires that all properties be identified with the municipal address clearly visible from the street. Where there is no municipal address or the property is vacant then the property shall be identified in accordance with the Committee’s policy included on the back of the Application Form. Failure to properly identify the subject property may result in the deferral of the application.

PART 29 COLLECTION OF INFORMATION

The personal information contained on this form is collected under the authority of the *Planning Act*, R.S.O. 1990, c. P.13, and will be used for the purpose of processing the application. This information will become part of the public record and will be made available to the general public. Questions about the collection of this information should be directed to the Coordinator of Business Facilitation, Planning and Economic Development Department, City of Hamilton, 1st floor, 71 Main Street West, City Hall, Hamilton, Ontario, Telephone: 905-546-2424, ext.1284.



Hamilton

Committee of Adjustment

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

Phone: (905) 546-2424 ext. 4221

Email: cofa@hamilton.ca

CITY OF HAMILTON
COST ACKNOWLEDGEMENT AGREEMENT

This Agreement made this _____ day of _____, 20 _____.

BETWEEN:

Applicant's name(s)
hereinafter referred to as the "Developer"

-and-

City of Hamilton
hereinafter referred to as the "City"

WHEREAS the Developer represents that he/she is the registered owner of the lands described in Schedule "A" attached hereto, and which lands are hereinafter referred to as the "lands";

AND WHEREAS the Developer has filed for an application for a (circle applicable) consent/rezoning/official plan amendment/subdivision approval/minor variance.

AND WHEREAS it is a policy of the City that any City costs associated with an appeal to the Local Planning Appeal Tribunal, by a party other than the Developer, of an approval of a consent, rezoning, official plan amendment, plan of subdivision, and/or minor variance, such as, but not limited to, legal counsel costs, professional consultant costs and City staff costs, shall be paid by the Developer.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of two dollars (\$2.00) now paid by the City to the Developer, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. In this Agreement:
 - (a) "application" means the application(s) for a (circle applicable) consent/rezoning/official plan amendment/subdivision approval or minor variance dated _____ with respect to the lands described in Schedule "A" hereto.
 - (b) "Expenses" means all expenses incurred by the City if the application is: (a) approved by the City; (b) appealed to the Local Planning Appeal Tribunal by a party other than the developer; and (c) the City appears before the Local Planning Appeal Tribunal or any other tribunal or Court in support of the application, including but not limited to: City staff time, City staff travel expenses and meals, City disbursements, legal counsel fees and disbursements and all consultant fees and disbursements including, without limiting the generality of the foregoing planning, engineering or other professional expenses
2. The City agrees to process the application and, where the application is approved by the City but appealed to the Local Planning Appeal Tribunal by a party other than the Developer, the Developer shall file an initial deposit, in the form of certified cheque or cash with the General Manager, Finance & Corporate Services within fifteen days of the date of the appeal of the application by a third party in the amount of 50% of the estimated expenses associated with the appeal as estimated by the City Solicitor in his sole discretion which shall be credited against the Expenses.

3. It is hereby acknowledged that if the deposit required pursuant to section 2 of this Agreement is not paid by the Developer the City shall have the option, at its sole discretion, of taking no further steps in supporting the Developer's application before the Local Planning Appeal Tribunal.
4. It is hereby acknowledged that all expenses shall be paid for by the Developer. The Developer shall reimburse the City for all expenses the City may be put to in respect of the application upon demand.
5. It is hereby acknowledged and agreed that all expenses shall be payable by the Developer whether or not the Developer is successful before the Local Planning Appeal Tribunal or any other tribunal or Court in obtaining approval for their application.
6. The City shall provide the Developer with copies of all invoices of external legal counsel or consultants included in the expenses claimed by the City.
7. The City shall provide the Developer with an accounting of all staff costs and City disbursements included in the expenses claimed by the City.
8. The City may, at any time, draw upon the funds deposited in accordance with sections 2 and 9 of this Agreement to satisfy expenses incurred pursuant to the appeal of the application.
9. In the event that the amount deposited pursuant to section 2 of this Agreement is reduced to less than 10% of the initial deposit, the City may halt all work in respect of the appeal of the application until the Developer deposits with the City a sum sufficient to increase the deposit to an amount which is equal to 100% of the expenses estimated pursuant to paragraph 2 of this Agreement and still to be incurred by the City.
10. Within 60 days of: (a) a decision being rendered in respect of the appeal or any legal proceedings resulting from the decision, whichever is later; or (b) the termination of all legal proceedings in respect of the application, the City shall prepare and submit a final account to the Developer. If there are any deposit funds remaining with the City they shall be applied against the account. Any amount owing in respect of the final account in excess of deposit funds shall be paid by the Developer within 30 days of the date of the final account. If any deposit funds are remaining after the final account has been paid they shall be returned to the developer within 30 days of the date of the final account.
11. This Agreement shall not be construed as acceptance of the application and nothing herein shall require or be deemed to require the City to approve the application.
12. This Agreement shall not stand in lieu of or prejudice the rights of the City to require such further and other agreements in respect of the application that the City may deem necessary.
13. Every term, covenant, obligation and condition in this Agreement ensures to the benefit of and is binding upon the parties hereto and their respective heirs, executors, administrators, successors, trustees and assigns.
14. When the context so requires or permits, the singular number is to be read as if the plural were expressed, and the masculine gender as if the feminine, as the case may be, were expressed; and,
15. This Agreement and the schedules hereto constitute the entire agreement between the parties in respect of the subject matter contained herein and is not subject to, or in addition to, any other agreements, warranties or understandings, whether written, oral or implied. This Agreement may not be modified or amended except by instrument in writing signed by the Developer and the City, and,
16. The waiver or acquiescence by the City of any default by the Developer under any obligation to comply with this Agreement shall not be deemed to be a waiver of that obligation or any subsequent or other default under this Agreement.
17. The Developer covenants and agrees to be bound by the terms and conditions of this Agreement and not to seek a release from the provisions thereof until such time as the

Developer's obligations hereunder have been assumed by its successor, assignee or transferee by way of written agreement in the form set out in Schedule "B" to this Agreement.

IN WITNESS WHEREOF the parties hereto have set their corporate seals under the hands of their duly authorized officers.

DATED at _____ this _____ day of _____, 20 ____.

WITNESS

Per:
I have authority to bind the corporation.

WITNESS

Per:
I have authority to bind the corporation

DATED at Hamilton, Ontario this ____ day of _____, 20 ____.

City of Hamilton

Per: _____
Mayor

Per: _____
Clerk

Schedule "A"
Description of Lands

SCHEDULE "B"
FORM OF ASSUMPTION AGREEMENT

THIS AGREEMENT dated the _____ day of _____ 20 ____.

BETWEEN

(hereinafter called the "Owner")

OF THE FIRST PART

-and-

(hereinafter called the "Assignee")

OF THE SECOND PART

-and-

CITY OF HAMILTON
(hereinafter called the "Municipality")

OF THE THIRD PART

WHEREAS the owner and the Municipality entered into and executed a Cost Acknowledgement Agreement dated _____.

AND WHEREAS Assignee has indicated that it will assume all of the Owner's duties, liabilities and responsibilities as set out in the Cost Acknowledgement Agreement.

AND WHEREAS Council for the Municipality has consented to releasing the Owner from its duties, liabilities and responsibilities under said Cost Acknowledgement Agreement subject to the Assignee accepting and assuming the Owner's duties, liabilities and responsibilities and subject to the Assignee the Owner and the Municipality entering into and executing an Assumption Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the mutual covenants hereinafter expressed and other good and valuable consideration, the parties hereto agree as follows.

1. The Assignee covenants and agrees to accept, assume and to carry out the Owner's duties, liabilities and responsibilities under the Cost Acknowledgement Agreement and in all respects to be bound under said Cost Acknowledgement Agreement as if the Assignee had been the original party to the agreement in place of the Owner.
2. The Municipality hereby releases the Owner from all claims and demands of any nature whatsoever against the Owner in respect of the Cost Acknowledgement Agreement. The Municipality hereby accepts the Assignee as a party to the Cost Acknowledge Agreement in substitution of the Owner, and agrees with the Assignee that the Assignee will be bound by all the terms and conditions of the Cost Acknowledgement Agreement as if the Assignee had been the original executing party in place of the Owner.
3. All of the terms, covenants, provisos and stipulations in the said Cost Acknowledgement Agreement are hereby confirmed in full force save and except for such modifications as are necessary to make said clauses applicable to the Assignee.

IN WITNESS WHEREOF the Parties have hereunto affixed their corporate seals duly attested to by their proper signing officers in that behalf.

SIGNED, SEALED AND DELIVERED

Owner: c/s
Title:
I have authority to bind the corporation

Assignee: c/s
Title:
I have authority to bind the corporation

CITY OF HAMILTON

Mayor

Clerk