

Bill No. 127
2022

By-law No. A.-_____ -____

A by-law to approve a limiting distance agreement between the Corporation of the City of London and Chantal Jacoba McQueen and Paul Matthew McQueen for the property at 34 Princeton Terrace and to delegate authority to the Deputy City Manager, Environment and Infrastructure, to execute the agreement on behalf of the City of London as the adjacent property owner.

WHEREAS section 5(3) of the *Municipal Act, 2001* S.O. 2001, c.25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the *Municipal Act, 2001* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS it is deemed expedient for The Corporation of the City of London (the "City") to enter into a limiting distance agreement with Chantal Jacoba McQueen and Paul Matthew McQueen for the property at 34 Princeton Terrace (the "Agreement");

AND WHEREAS it is appropriate to delegate authority to the Deputy City Manager, Environment and Infrastructure, to execute the agreement on behalf of the City of London as the adjacent property owner;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. The Agreement substantially in the form attached as Schedule "A" to this by-law and to the satisfaction of the Deputy City Manager, Legal Services, being limiting distance agreement between the Corporation of the City of London and Chantal Jacoba McQueen and Paul Matthew McQueen for the property at 34 Princeton Terrace, is hereby APPROVED.
2. The Deputy City Manager, Environment and Infrastructure, is hereby authorized to execute the Agreement approved under section 1 of this by-law on behalf of the City of London as the adjacent property owner.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council, March 22, 2022

Ed Holder
Mayor

Michael Schulthess
City Clerk

First reading – March 22, 2022
Second reading – March 22, 2022
Third reading – March 22, 2022

SCHEDULE "A"

Chantal and Paul McQueen: Owners of lands which require the no-build agreement to allow for an unrated wall construction and unprotected glazed openings.

The Corporation of the City of London: Adjacent property owner granting no-build on their property.

THIS AGREEMENT made in duplicate this 07 day of February 2022

BETWEEN:

Chantal and Paul McQueen (hereinafter called the "OWNER") of the FIRST PART
and

The Corporation of the City of London (hereinafter called the "CITY") of the SECOND PART
and

The Corporation of the City of London (hereinafter called "ADJACENT OWNER") of the THIRD PART.

WHEREAS the Owner is the registered owner of the lands also described in Schedule "A" (the "Owners' Lands");

AND WHEREAS the Adjacent Owner is the registered owner of lands described in Schedule "A" (the "Adjacent Lands");

AND WHEREAS the Owner's Lands abut and are immediately to the north and west of the Adjacent Lands;

AND WHEREAS the Owners have applied to the City for permission to be exempted from certain provisions of the Ontario Building Code pertaining to glazing and fire rating in the wall of a house to be constructed on the Owners' Lands;

AND WHEREAS the south property line of the Owners' Lands will abut the Adjacent Lands;

AND WHEREAS the City wishes to ensure that no building will be erected on the Adjacent Lands within 1.9 metres from the south property line of the Owners' Lands;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the sum of TWO DOLLARS (\$2.00) and other good and valuable consideration now paid by each of the parties hereto to the other, the receipt and sufficiency of which is hereby acknowledged, the City, the Owner and Adjacent Owner hereby covenant and agree as follows:

1. The Adjacent Owner irrevocably agrees with the Owner not to construct any building or structure within 1.9 metres from the south property line of the Owners' Lands; failing which, the Adjacent Owner shall be fully liable for all costs of the work to be performed pursuant to the requirements of the Ontario Building Code.
2. The Adjacent Owner acknowledges and agrees that the 1.9 metre line as established by this agreement shall be the "limiting distance" for the purposes of the determining glazing or fire rating on the wall as required by the Building Code, of the north face of any building subsequently erected on the Adjacent Lands.
3. For the purposes of this agreement, "limiting distance" shall mean a line 1.9 metres from the south property line of the Owners' Lands
4. This restriction shall run with the Owners' Lands and the Adjacent Lands and shall bind all Parties hereto, their successors and assigns.

5. The Owners covenant and agree with the City that the Owners will forthwith bring the south wall of the house into compliance, as is prescribed by the Ontario Building Code then in effect, coincidental with the construction of any building or structure upon the Adjacent Lands, which is located 1.9 metres from the south property line of the Owners' Lands

6. Removal of this agreement from the title of either property shall require the written agreement of all parties (or their heirs or assigns) to this agreement.

IN WITNESS WHEREOF the parties hereto have hereunto duly executed this agreement.

SIGNED AND DELIVERED in the presence of:

OWNERS





THE CORPORATION OF THE CITY OF LONDON

Per:

Peter Kokkoros, P.Eng. Director, Building and Chief Building Official
Authorized Officer

ADJACENT OWNER: THE CORPORATION OF THE CITY OF LONDON

Per:

Kelly Scherr, Deputy City Manager, Environment and Infrastructure
Authorized Officer

Schedule "A"

Owner's Lands: 34 Princeton Terrace, London, ON, N6K 0L5
Lot 38, Plan 33M-811; London

Adjacent Lands: Block 45, Plan 33M-811, part of CON 1 PT LOT 44; London

