

Bill No. 352
2017

By-law No. A.-_____

A By-law to delegate authority to the Managing Director, Planning and City Planner to execute, on behalf of the City of London as the adjacent property owner, a limiting distance (no-build) agreement for the property at 320 Phyllis Street.

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 section 23(1) of the *Municipal Act, 2001* authorizes the municipality to delegate its powers and duties to a person;

AND WHEREAS it is deemed expedient for The Corporation of the City of London (the "City") to delegate authority to the Managing Director, Planning and City Planner to execute, on behalf of the City of London as the adjacent property owner, a limiting distance (no-build) agreement for the property at 320 Phyllis Street;

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

1. The Agreement attached as Schedule "A" to this By-law, being a limiting distance (no-build) agreement for the property at 320 Phyllis Street between The Corporation of the City of London and the property owner, Jose Pereira is hereby AUTHORIZED AND APPROVED.
2. The Managing Director, Planning and City Planner is hereby delegated the authority to execute, on behalf of the City of London the agreement authorized and approved under section 1 of this by-law.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on August 22, 2017.

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading – August 22, 2017
Second Reading – August 22, 2017
Third Reading – August 22, 2017

SCHEDULE "A"

INTRODUCTION TO NO-BUILD AGREEMENT

Jose Pereira, owner of lands which requires the no-build agreement to allow for an increase of allowable glazed openings.

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

THIS AGREEMENT made in duplicate this _____ day of _____, 2017.

BETWEEN:

Jose Pereira

(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 described in Schedule "A" (the "Owners' Lands");

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

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

AND WHEREAS the Owner's have applied to the City for permission to be exempted from certain provisions of the Ontario Building Code pertaining to unprotected openings in the wall of a house constructed on the Owner's Lands;

AND WHEREAS the west face of the house will abut the Adjacent Lands;

AND WHEREAS the City wishes to ensure that no building or structure will be erected on the Adjacent Lands within 6 metres of the west face of the house on the Owner's Lands;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the sum of \$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 6 metres of the west face of the house on the Owner's Land; 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 6 metre line as established by this agreement shall be the "limiting distance" for the purposes of the determining unprotected openings or fire rating on the wall as required by the Ontario Building Code, of the west face of any building subsequently erect on the Adjacent Lands.
3. For the purposes of this agreement "limiting distance" shall mean a line 6 metres from the west wall of the house on the Owner's Lands.
4. This restriction shall run with the Owner's Lands and the Adjacent Lands and shall bind all Parties hereto, their successors and assigns.
5. The Owner covenant and agree with the City that the Owner will forthwith bring the west wall of the house into compliance, as are prescribed by the Ontario Building Code then in effect, coincidental with the construction of any building or structure upon the Adjacent Lands, which is within 6 metres of the west face of the house on the Owner's 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:

) _____
(owner)
per:
) _____
) Authorized Officer
) per:
) _____
) Authorized Officer
)
)
)
) **THE CORPORATION OF THE CITY**
) **OF LONDON**
) per: George Kotsifas, P.Eng.
)
) _____
) Authorized Officer
)
) per:
) _____
) Authorized Officer
)
) _____
) Adjacent Owner
) per:
) _____
) Authorized Officer
) per:
) _____
) Authorized Officer

SCHEDULE 'A'

Jose Pereira Lands are described as follows:

PLAN 488 PT LOTS 922 TO 924 RP 33R18433 PART 5 IRREG 7184.05SF 91.59FR D

SCHEDULE 'B'

Adjacent Lands owned by the Corporation of the City of London are described as follows;

PLAN 817 PT BLKS B AND E AND RP 33R16867