

Bill No. 345

By-law No. A.-_____-____

A By-law to approve a limiting distance agreement between the Corporation of the City of London and 947563 Ontario Limited o/a Bridlewood Homes for the property at 1648 Warbler Woods Walk, and to delegate authority to the Managing Director, Parks and Recreation 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 947563 Ontario Limited o/a Bridlewood Homes for the property at 1648 Warbler Woods Walk (the "Agreement");

AND WHEREAS it is appropriate to delegate authority to the Managing Director, Parks and Recreation 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 City Solicitor, being limiting distance agreement between the Corporation of the City of London and 947563 Ontario Limited o/a Bridlewood Homes for the property at 1648 Warbler Woods Walk, is hereby APPROVED.
2. The Managing Director, Parks and Recreation 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 September 17, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First reading – September 17, 2019
Second reading – September 17, 2019
Third reading – September 17, 2019

SCHEDULE "A"

THIS AGREEMENT made in duplicate this ___ day of September, 2019.

BETWEEN:

947563 Ontario Limited o/a Bridlewood Homes
(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 North of the Adjacent Lands;

AND WHEREAS the Owner has applied to the City for permission to be exempted from certain provisions of the Ontario Building Code pertaining to unprotected openings and fire rating in the wall of a Single Detached Dwelling constructed on the Owner's Lands;

AND WHEREAS the south face of the single detached dwelling 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 6.0 metres of the south face of the Single Detached Dwelling 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 6.0 metres of the South face of the Single Detached Dwelling 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 6.0 metre line as established by this agreement shall be the "limiting distance" for the purposes of

SCHEDULE 'A'

PLAN 33M711 LOT 89 (Municipal Address 1648 Warbler Woods Walk)

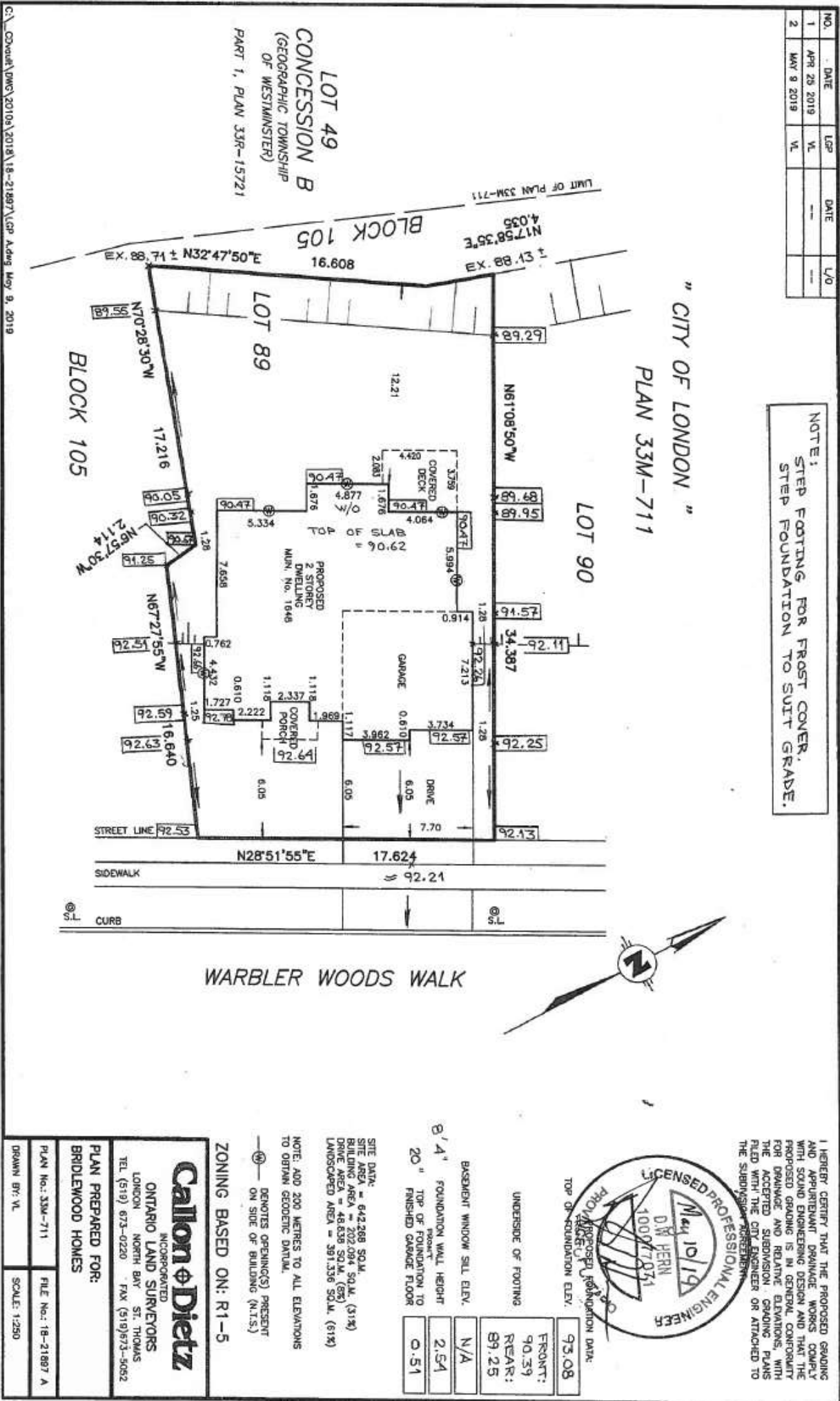
SCHEDULE 'B'

PLAN 33M711 BLK 105 RP
33R19765 PARTS 1 AND 2

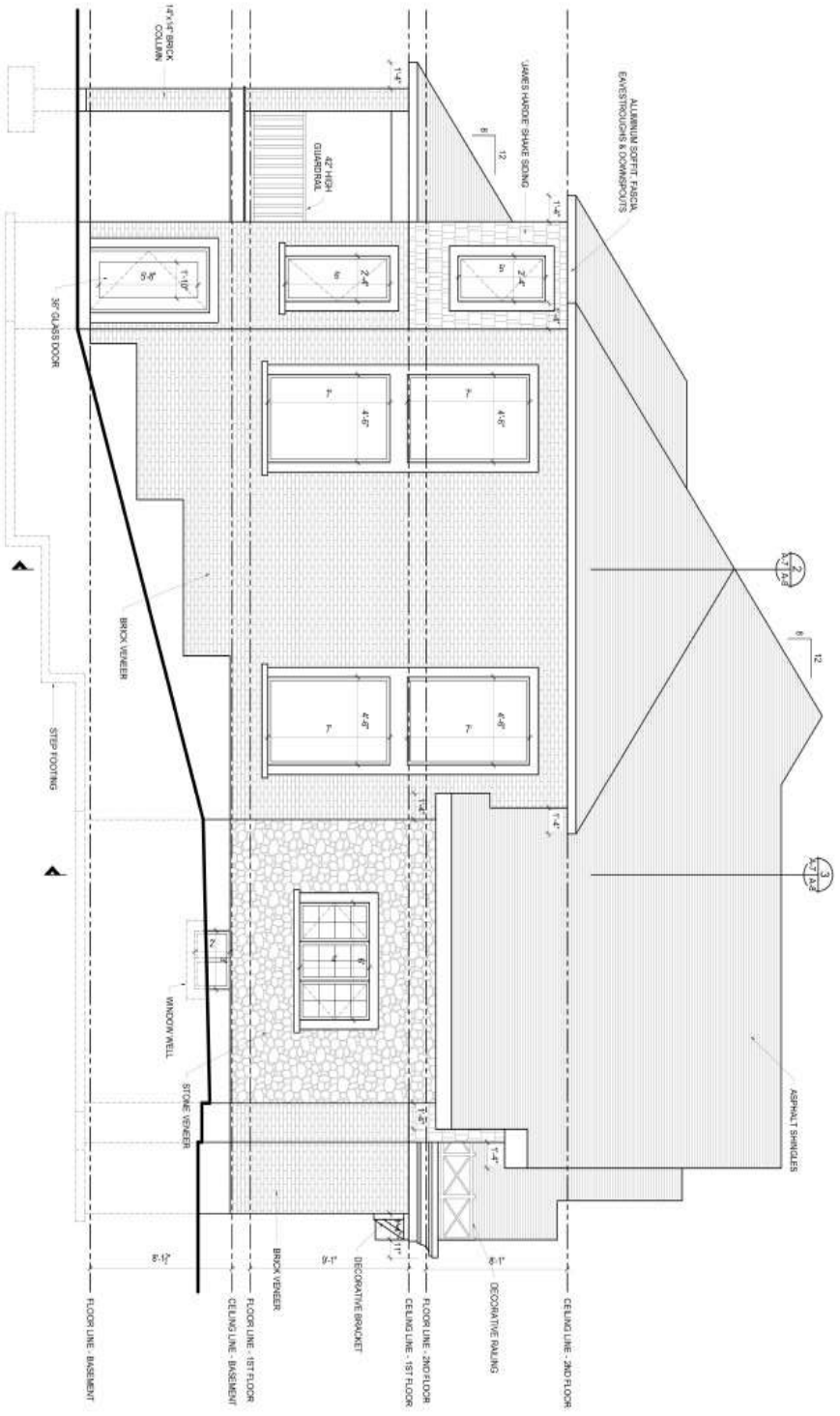
APPENDIX 'A'

NO.	DATE	LSP	DATE	L/O
1	APR 26 2019	VL	---	---
2	MAY 9 2019	VL	---	---

NOTE:
STEP FOOTING FOR FROST COVER.
STEP FOUNDATION TO SUIT GRADE.



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LEFT ELEVATION
SCALE: 1/8"=1'-0"

LIMITING DISTANCE CALCULATIONS

TOTAL AREA OF EXPOSING BUILDING FACE (SQ. FT. (SQ. M.))	1155.7 (107.4)
AREA OF GLAZED OPENINGS (SQ. FT. (SQ. M.))	102.1 (9.5)
PERCENTAGE AREA OF GLAZED OPENINGS	8.8%

Table 9.10.15.4
Maximum Area of Glazed Openings in Exterior Walls of Houses
Forming Part of Sentences 9.10.15.4.(1) and (2)

Item	Column 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Maximum Total Building Face, m ²	0	Less than 1.2	1.2	1.5	2	2.5	3	4	6	8	10	12	16	20	25
	0	8	12	21	33	55	96	100	—	—	—	—	—	—	—
Maximum Aggregate Area of Glazed Openings, % of Exposing Building Face Area	0	8	10	17	25	37	67	100	—	—	—	—	—	—	—
	0	8	10	15	21	30	53	100	—	—	—	—	—	—	—
0	8	9	13	19	26	45	100	—	—	—	—	—	—	—	—
	7	9	12	17	23	39	88	100	—	—	—	—	—	—	—
0	7	8	11	16	20	32	69	100	—	—	—	—	—	—	—
	7	8	10	14	18	28	57	100	—	—	—	—	—	—	—
0	7	8	9	11	13	18	34	56	84	100	—	—	—	—	—
	7	7	8	9	10	12	19	28	40	55	92	100	—	—	—
Over 100	0	7	7	8	9	10	12	19	28	40	55	92	100	—	—
	0	7	7	8	9	10	12	19	28	40	55	92	100	—	—