

Bill No. 101  
2020

By-law No. A.-\_\_\_\_\_ - \_\_\_\_\_

A by-law to approve a limiting distance agreement between the Corporation of the City of London and MJ LONDON PROPERTIES INC. for the property at 515 Burbrook Place, and to delegate authority to the Managing Director, Environmental & Engineering Services & City Engineer, 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 MJ LONDON PROPERTIES INC. for the property at 515 Burbrook Place (the "Agreement");

AND WHEREAS it is appropriate to delegate authority to the Managing Director, Environmental & Engineering Services & City Engineer, 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 MJ LONDON PROPERTIES INC. for the property at 515 Burbrook Place, is hereby APPROVED.
2. The Managing Director, Environmental & Engineering Services & City Engineer, 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 2, 2020.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First reading – March 2, 2020  
Second reading – March 2, 2020  
Third reading – March 2, 2020

**SCHEDULE "A"**

**THIS AGREEMENT** made in duplicate this \_\_\_\_ day of March, 2020.

**BETWEEN:**

**MJ LONDON PROPERTIES INC.**  
(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 "Owner's 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 South 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 of the north face of the dormer wall of a Single Detached Dwelling on the Owner's Lands;

**AND WHEREAS** the north face of the Single Detached Dwelling abuts the Adjacent Lands;

**AND WHEREAS** the City wishes to ensure that no building or structure will be erected on the Adjacent Lands within 1.2 metres of the north 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 1.2 metres of the North 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 1.2 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 South face of any building subsequently erect on the Adjacent Lands.
3. For the purposes of this agreement "limiting distance" shall mean a line 1.2 metres from the North wall of the Single Detached Dwelling 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 covenants and agrees with the City, that the Owner will forthwith bring the North wall of the Single Detached Dwelling 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 within 1.2 metres of the North face of the Single Detached Dwelling on the Owner's Lands.
6. The Owner, successors and heirs of the subject property at 515 Burbrook Place agree to restore to the City's satisfaction any disturbance of the laneway immediately adjacent to the north.
7. 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.



**SCHEDULE 'A'**

PLAN 473 LOT 73 PT LOT 74 30.50FR 127.92D (Municipal Address: 515 Burbrook Place)

**SCHEDULE 'B'**

Lane abutting Lot 73 on Registered Plan 473(C) in the City of London and County of Middlesex.  
Part of PIN 08288-0327