

THIS AGREEMENT made this ____ day of _____, 2022

B E T W E E N:

1343877 Ontario Ltd.
("hereinafter referred to as Pinnacle Quality Homes")
OF THE FIRST PART

-and-

The Corporation of the Municipality of South Huron
("hereinafter referred to as the "Municipality")
OF THE SECOND PART

WHEREAS Pinnacle Quality Homes is the owner of the lands legally described as Plan 22M15 Lot 14, Municipality of South Huron, in the County of Huron, being all of PIN 41244-0538 and municipally known as South Huron, Ontario ("the Pinnacle Quality Homes Property");

AND WHEREAS Municipality is the owner of the lands legally described as Plan 22M-15 Block 33, Municipality of South Huron, in the County of Huron, being all of PIN 41244-0557, being municipally known as South Huron, Ontario ("the Municipal Property");

AND WHEREAS Pinnacle Quality Homes has constructed a residential building on the Pinnacle Quality Homes Property;

AND WHEREAS the *Building Code, O Reg 332/12*, Table 9.10.15.5, forming part of Sentences 9.10.15.5(1) and (2) provides that any wall adjacent to the property line with a limiting distance of less than 1.2 meters is not permitted to have any glazed openings in the exterior wall;

AND WHERAS the residential building constructed on the Pinnacle Quality Homes Property does not meet the limiting distance for an exposing building face that is required to permit glazed openings in the exterior wall if measured to the property line;

AND WHEREAS Division B-Part 9, Sentence 9.10.15.2(4) of the *Building Code* provides as follows:

- (4) *The required limiting distance for an exposing building face is permitted to be measured to a point beyond the property line that is not the centre line of a street, lane or public thoroughfare if,*
 - (a) *the owners of the properties on which the limiting distance is measured and the municipality enter into an agreement in which such owners agree that,*
 - (i) *each owner covenants that, for the benefit of the land owned by the other covenantors, the owner will not construct a building on his or her property unless the limiting distance for exposing building faces in respect of the proposed construction is measured in accordance with this agreement;*

(ii) *the covenants contained in the agreement are intended to run with the lands, and the agreement shall be binding upon their respective heirs, executors, administrators, successors and assigns,*

(iii) *the agreement shall not be amended or deleted from title without the consent of the municipality, and*

(iv) *they will comply with such other conditions as the municipality considers necessary, including indemnification of the municipality by the other parties, and,*

(b) *the agreement referred to in Clause (a) is registered against the title of the properties to which it applies.*

AND WHEREAS Pinnacle Quality Homes and Municipality wish to enter into this agreement to comply with the foregoing provisions of the *Building Code* such that the limiting distance for exposing building faces in respect of the residential building constructed on the Pinnacle Quality Homes Property shall be measured to a point beyond the property line as referenced in this agreement;

NOW THEREFORE THIS AGREEMENT WITNESSTH that in consideration of the terms of this Agreement and the nominal sum of Two (\$2.00) Dollars of lawful money of Canada, and other good and valuable consideration, paid by each of the parties of this Agreement to the other, the receipt of which is hereby acknowledged, the parties agree to and with each other as follows:

1. The parties agree and covenant that, for the benefit of the Pinnacle Quality Homes Property, the limiting distance for exposing building faces in respect of the construction of any building on the Municipal Property shall be measured to a point 1.2 meters (3'11 ¼") east of the most easterly part of the existing residential building on the Pinnacle Quality Homes Property.
2. Municipality covenants that, for the benefit of the Pinnacle Quality Homes Property, no building or other structure shall be constructed or installed on the Municipal Property unless the limiting distance for exposing building faces in respect of the proposed construction is in compliance with the provisions of the Ontario Building Code and is measured from an imaginary line that is a distance of at least 1.2 meters east of the most easterly part of any building on the Pinnacle Quality Homes Property.
3. This Agreement shall be registered on title against both the Pinnacle Quality Homes Property and the Municipal Property and shall run with the land and shall not be amended or deleted without the written consent of the Municipality.
4. The parties agree that cost of such registration and the preparation of this Agreement and all other documents associated therewith shall be paid by Pinnacle Quality Homes. For clarity, Pinnacle Quality Homes shall provide payment to South Huron for any and all

invoices related to this Agreement and/or matters related to this matter within thirty (30) days of receipt. Pinnacle Quality Homes agrees to pay South Huron reasonable legal and administrative costs related to this agreement which shall include, but are not limited to, the negotiations leading to and the preparation and registration of this agreement.

5. Execution of this Agreement shall be deemed to be authorization by all parties to legal counsel for Pinnacle Quality Homes to register this agreement in the appropriate Land Titles Office without further written authorization. Pinnacle Quality Homes shall provide Municipality with copies of the certified registration documents for this agreement within ten (10) days following certification of the registration by the Land Registry Office.
6. Pinnacle Quality Homes acknowledges that it has been advised by the Municipality that it should seek its own independent legal advice concerning the execution and registration of this agreement.
7. Subject to the provisions of the *Registry Act* and the *Land Titles Act*, this Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, estate trustees, successors and assigns.
8. Pinnacle Quality Homes agree on behalf of themselves and their heirs, executors, administrators, successors and assigns to indemnify the Municipality from all losses, damages, costs, and expenses which may be claimed or recovered against the Municipality by any person or persons arising either directly or indirectly as a result of any action taken by either or both of Pinnacle Quality Homes and/or Municipality pursuant to this Agreement.

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9. Pinnacle Quality Homes hereby covenant and agree to save harmless the Municipality from any loss whatsoever arising out of or pursuant to the execution of this Agreement and the permitted limiting distance for exposing building faces as set out herein. This indemnification shall apply to all claims, demands, costs and expenses in respect to the location of the buildings and structures as set out in this Agreement.

IN WITNESS WHEREOF the parties hereto have hereunder affixed their respective hands and seals and South Huron has hereunder affixed its corporate seal, attested by the hands of their duly authorized officers.

SIGNED, SEALED AND DELIVERED

Witness

Pinnacle Quality Homes

Dated this day of _____, 2022.

) **THE CORPORATION OF THE**
) **MUNICIPALITY OF SOUTH HURON**
)
)
)

) Per: _____
) George Finch, Mayor
)

) Per: _____
) Dan Best, CAO
)

) "We have authority to bind the Corporation."
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