

THIS AGREEMENT made this ____ day of December 2024

B E T W E E N:

CJC INVESTMENTS LTD.
("CJC")

OF THE FIRST PART

-and-

CORY BILCKE
("BILCKE")

OF THE SECOND PART

-and-

THE CORPORATION OF THE MUNICIPALITY OF SOUTH HURON
("SOUTH HURON")

OF THE THIRD PART

WHEREAS CJC is the owner of the lands legally described as Lots 121 and 122 of Plan 376 Exeter, Municipality of South Huron, in the County of Huron, being all of PIN 41243-0024 and municipally known as 424 Main Street South, Exeter, Ontario ("the CJC Property");

AND WHEREAS BILCKE is the owner of the lands legally described as Lot 120 of Plan 376 Exeter, Municipality of South Huron, in the County of Huron, being all of PIN 41243-0025 and municipally known as 428 and 430 Main Street South, Exeter, Ontario ("the BILCKE Property");

AND WHEREAS there is an existing commercial building on the CJC Property that CJC is renovating;

AND WHEREAS the *Building Code, O Reg 332/12*, Table 9.10.14.5, forming part of Sentences 9.10.14.5(1) to (3) requires any wall adjacent to the property line to be constructed with a minimum one hour fire-resistance rating;

AND WHEREAS the commercial building constructed on the CJC Property does not meet the limiting distance for an exposing building face that is required to give a one hour fire resistance rating if measured to the property line;

AND WHEREAS Division B-Part 9, Sentence 9.10.14.2(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 CJC and BILCKE 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 commercial building constructed on the CJC 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 CJC Property, the limiting distance for exposing building faces in respect of the construction of any building on the BILCKE Property shall be measured to a point two (2) metres south of the south-exposed face of the existing commercial building on the CJC Property.
2. BILCKE covenants that, for the benefit of the CJC Property, no building or other structure shall be constructed or installed on the BILCKE 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 measures.
3. BILCKE covenants that, for the benefit of the CJC Property, the existing exterior staircase on BILCKE Property shall be removed and, if replaced, the new staircase must be constructed in accordance with a building permit issued by SOUTH HURON and be located at least two (2) metres south of the south-exposed face of the existing commercial building on the CJC Property.
4. This Agreement shall be registered on title against both the CJC Property and the BILCKE Property and shall run with the land and shall not be amended or deleted without the written consent of SOUTH HURON.
5. The parties agree that cost of such registration and the preparation of this Agreement and all other documents associated therewith shall be paid by CJC. For clarity, CJC 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. CJC 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.
6. Execution of this Agreement shall be deemed to be authorization by all parties to legal counsel for CJC to register this agreement in the appropriate Land Titles Office without further written authorization. CJC shall provide BILCKE and SOUTH HURON with copies of the registration documents for this agreement within thirty (30) days following execution of this agreement by all parties.
6. Subject to the provisions of the *Registry Act* and the *Land Titles Act*, this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, estate trustees, successors and assigns.
7. CJC and BILCKE agree on behalf of themselves and their heirs, executors, administrators, successors and assigns to indemnify SOUTH HURON from all losses, damages, costs, and

expenses which may be claimed or recovered against SOUTH HURON by any person or persons arising either directly or indirectly as a result of any action taken by either or both of CJC and/or BILCKE pursuant to this Agreement.

9. CJC and BILCKE hereby covenant and agree to save harmless SOUTH HURON 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) **CJC Investments Ltd.**
)
)
) Per: _____
) Name: Corey Blicke
) Title: President
)
Dated this ____ day of December 2024.) I have the authority to bind the Corporation

Witness) _____
) Corey Blicke
)
Dated this ____ day of December 2024.)

) **THE CORPORATION OF THE**
) **MUNICIPALITY OF SOUTH HURON**
)
)
) Per: _____
) George Finch, Mayor
Dated this ____ day of December 2024.) I/We have authority to bind the Corporation.
)
)
) Per: _____
) Alex Wolfe, Clerk
Dated this ____ day of December 2024.) I/We have authority to bind the Corporation.