

Limiting Distance Agreement

THIS AGREEMENT made this __ day of April, 2025.

BETWEEN

THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE

(hereinafter called the “Owner”)

OF THE FIRST PART

–and–

GREY FOREST HOMES LTD.

(hereinafter called “Adjacent Owner”)

OF THE SECOND PART

WHEREAS the Owner is the registered owner of certain lands containing a stormwater management pond, and more particularly described in Schedule “A” attached hereto (“**Subject Lands**”);

AND WHEREAS the Adjacent Owner is the registered owner of the lands and premises municipally known as 10 Oakley Drive in the Town of Niagara-on-the-Lake and more particularly described in Schedule “A” attached hereto, (“**Adjacent Lands**”);

AND WHEREAS the Owner has agreed not to build along or within six (6) metres of the Subject Lands.

AND WHEREAS this agreement is entered into pursuant to s. 9.10.15.2(4) of the *Building Code*, O. Reg. 332/12.

NOW THEREFORE in consideration of the sum of TWO DOLLARS (\$2.00) and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the parties hereto agree as follows:

1. The recitals set forth above are true in substance and fact, and form a binding part of this agreement.
2. The Owner herein covenants that, for the benefit of the Adjacent Lands and each and every part thereof, they shall not construct or cause or permit to be constructed a building, addition or other structure along or within six (6) metres of the Subject Lands.
3. The Owner herein covenants that, for the benefit of the Adjacent Lands and each and every part thereof, they shall not construct a building, addition or other structure on their property unless the limiting distance for exposing building faces in respect of the proposed construction is measured in accordance with this Agreement.

4. The Adjacent Owner herein covenants that, for the benefit of the Subject Lands and each and every part thereof, they shall not construct a building, addition or other structure on their property unless the limiting distance for exposing building faces in respect of the proposed construction is measured in accordance with this Agreement.
5. The Owner acknowledges that this agreement alters the limiting distance measurement for any building, addition or other structure on the Subject Lands.
7. This agreement shall not be amended or deleted from title to the Subject Lands or the Adjacent Lands without the written consent of the Owner.
8. This agreement shall be registered against the title to the Subjects Lands and the Adjacent Lands at the sole cost of the Adjacent Owner.
9. Nothing in this agreement shall convey any right, title or interest in the fee simple of either the Adjacent Lands or the Subject Lands, nor is it to be construed in any way as an agreement that conveys any interest in land directly or indirectly.
10. This Agreement may be executed by the Parties in counterparts and may be executed and delivered electronically and all such counterparts shall together constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE]

IN WITNESS WHEREOF the parties have executed this agreement on the date first above mentioned.

SIGNED, SEALED AND DELIVERED)

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**THE CORPORATION OF THE TOWN OF
NIAGARA-ON-THE-LAKE (Owner)**

Per:

GREY FOREST HOMES LTD. (Adjacent Owner)

Per:



Schedule “A”

Owner’s Lands

Block 44, 30M468; TOWN OF NIAGARA-ON-THE-LAKE

(Being all of PIN 46384-0629 LT))

Adjacent Lands

Part of Township Lot 118 NIAGARA BEING PART 3 PLAN 30R16179

(Being part of PIN 46384-0700 (LT))