**LIMITING DISTANCE AGREEMENT**

**THIS AGREEMENT** is made the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_, 20

BETWEEN:

[Name of the Owner(s) of Property A]

 (herein “**Property Owner A**”)

- and -

[Name of the Owner(s) of Property B]

 (herein “**Property Owner B**”)

**- and -**

**CITY OF TORONTO**

(herein the “**City**”)

**WHEREAS:**

1. **Property Owner A** is the registered owner of the lands municipally known as [Insert Municipal Address of Property A] in the City of Toronto and legally described in **Schedule “A”** attached hereto (herein the “**Property A Lands**”);
2. **Property Owner B** is the registered owner of the lands municipally known as [Insert Municipal Address of Property B] in the City of Toronto and legally described in **Schedule “B”** attached hereto (herein the “**Property B Lands**”);
3. **Property Owner A** intends on constructing or has constructed on the **Property A Lands** a [laneway or garden – choose the type of rear yard suite] suite;
4. [***Optional* – Property Owner B** intends on constructing (or may construct) on the **Property B Lands** a [laneway or garden] suite;
5. **Property Owner A** and **Property Owner B** have agreed that no building, addition or other structure will be constructed within the Limiting Distance Area (as hereinafter defined) within the **Property A Lands** or the **Property B Lands**;
6. The parties have agreed to enter into this agreement pursuant to Sentence 9.10.15.2.(4) of the Ontario *Building Code*.
7. Where an agreement referred to in Sentence 9.10.15.2.(4) of the Ontario *Building Code* is registered on title of a property, the *limiting distance* for *exposing building faces* in respect of the *construction* of any *buildings* on the property shall be measured to the point referred to in the agreement, where the italicized terms are as they are defined in the Ontario *Building Code* and the *Building Code Act, 1992*, SO 1992, c. 23 respectively.

**NOW THEREFORE IN CONSIDERATION** of the sum of One ($1.00) Dollar paid by each of the parties to the others, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The recitals set forth above are true in substance and fact.
2. **Property Owner A** and **Property Owner B** hereby covenant and agree, for the benefit of each other and the **Property A Lands** and the **Property B Lands**, that **Property Owner A** and **Property Owner B** and their successors and assigns shall not construct, or cause or permit to be constructed, a building, addition or other structure on the **Property A Lands** and the **Property B Lands** within the Limiting Distance Area. For the purposes of this agreement, “Limiting Distance Area” means the area illustrated on the sketch attached hereto as **Schedule “C”**.
3. **Property Owner A** and **Property Owner B** hereby covenant and agree to maintain the Limiting Distance Area in a level state and free of all encumbrances, including, but not limited to, fences, trees, shrubs, vehicles, garbage bins, recycling bins, bicycles, debris, and anything that could impede the use of the Limiting Distance Area by emergency services personnel for access to the rear portions of the **Property A Lands** and the **Property B Lands**.
4. **Property Owner A** and **Property Owner B** acknowledge and agree that the Limiting Distance Area may be used by emergency services personnel for access to the rear portions of the **Property A Lands** and the **Property B Lands**.
5. **Property Owner A** and **Property Owner B** acknowledge and agree that in the event that emergency services personnel are impeded in accessing the rear portions of the **Property A Lands** or the **Property B Lands** as a result of encumbrances in or on the Limiting Distance Area, emergency services personnel are permitted to remove the encumbrances using any means necessary and the City will not be responsible for any damages to the Property A Lands or the Property B Lands as a result of removing the encumbrances.
6. **Property Owner A** hereby covenants and agrees with **Property Owner B** and the **City** that any building, addition or other structure hereafter constructed on the **Property A Lands** will use the [easterly/westerly/southerly/northerly – The limit to be described must be the one that is furthest from the *exposing building face* of the building on the Property B Lands – ie. if the Property A Lands are to the West of the Property B Lands, Property Owner A will agree to use the westerly limit established by the Limiting Distance Area; if the Property A Lands are to the North of the Property B Lands, Property Owner A will agree to use the northerly limit established by the Limiting Distance Area etc.] limit established by the definition of the “Limiting Distance Area” in Section 2 above as the line to calculate its *limiting distance* and determine the permitted area of *unprotected openings* (as such terms are defined in the Ontario *Building Code*).
7. **Property Owner B** hereby covenants and agrees with **Property Owner A** and the **City** that any building, addition or other structure hereafter constructed on the **Property B Lands** will use the [easterly/westerly/southerly/northerly – The limit to be described must be the one that is furthest from the *exposing* building face of the building on the Property A Lands – ie. if the Property B Lands are to the East of the Property A Lands, Property Owner B will agree to use the easterly limit established by the Limiting Distance Area; if the Property B Lands are to the South of the Property A Lands, Property Owner B will agree to use the southerly limit established by the Limiting Distance Area etc.] limit established by the definition of the “Limiting Distance Area” in Section 2 above as the line to calculate its *limiting distance* and determine the permitted area of *unprotected openings* (as such terms are defined in the Ontario *Building Code*).
8. This agreement shall be registered in a form satisfactory to the City on title of the **Property A Lands** and the **Property B Lands**.
9. Prior to the issuance of a full building permit for the [laneway or garden] suite on **Property A Lands,** **Property Owner A** [***Optional* -** This can be Property Owner B or can be amended to be two separate terms where each property owner agrees to tend to the obligations associated with their respective property] shall at their sole cost and expense, procure, provide to the City, and to register, any postponement agreement, or agreements, releases, discharges, quit claims or other agreements which the City Solicitor considers necessary to ensure that this agreement shall have priority over any other interest, other than the fee simple interest in the **Property A Lands** and the **Property B Lands**.
10. Prior to the issuance of a full building permit for the laneway suite on **Property A Lands**, **Property Owner A** [***Optional*** - This can be Property Owner B or can be amended to be two separate terms where each property owner agrees to tend to the obligations associated with their respective property] shall at their sole cost and expense, provide to the City, immediately following registration of this agreement, a final title opinion, in a form and content satisfactory to the City Solicitor, signed by Property Owner A’s lawyer, confirming that this agreement has priority over any other registered interest in the **Property A Lands** and the **Property B Lands**.
11. The burden of this agreement shall run with the **Property A Lands** and the **Property B Lands** and the benefit hereof shall run with the those lands.
12. This agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns.
13. This agreement shall not be amended or deleted from title of Property A Lands, or any portion thereof, or Property B Lands, or any portion thereof, without the prior consent of the City. Property Owner A and Property Owner B hereby waive any rights they might have or obtain pursuant to the *Land Titles Act*, R.S.O. 1990, c.L.5, the *Conveyancing and Law of Property Act*, R.S.O. 1990, c. C.34 or any other statutory provision to the same or similar effect and any other rights it may have at law to challenge or unilaterally amend this agreement and/or delete it from title.
14. No waiver of any of the provisions of this agreement will constitute a waiver of any other provision. No waiver will be binding unless executed in writing by the party to be bound by the waiver. A party’s failure or delay in exercising any right under this agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a party from any other or further exercise of that right or the exercise of any other right it might have.
15. Each of **Property Owner A** and **Property Owner B** hereby fully and forever releases the City from any and all manner of, actions and causes of action, claims, suits, costs, debts, sums of money, and demands, presently known or unknown, whatsoever in law or equity or otherwise, which **Property Owner A** and **Property Owner B** may now have, or will have in the future, by reason of any matter, cause or thing whatsoever, arising from, in connection with, relating to or as a result of the City entering into this agreement.
16. Each of **Property Owner A** and **Property Owner B** shall, jointly and severally, well and truly save, defend and keep harmless and fully indemnify the City and each of its elected officials, officers, employees and agents of, from and against all manner of actions, suits, claims, liens, executions and demands which may be brought against or made upon the City, its elected officials, officers, employees and agents or any of them, and from all loss, costs, charges, damages, liens and expenses which may be sustained, incurred or paid by the City, its elected officials, officers, employees and agents, or any of them, by reason of, or on account of, or in consequence of any such action, suit, claim, lien, execution or demand arising from, in connection with, or relating to the entering into of this agreement.
17. Each of **Property Owner A** and **Property Owner B** shall and will pay to the City and to each such elected official, officer, employee or agent on demand any loss, costs, damages and expenses which may be sustained or incurred by the City or by any of its elected officials, officers, employees and agents, or any of them, in consequence of the City entering into this agreement.
18. The obligations of **Property Owner A** and **Property Owner B** to release and indemnify the City under the provisions of this agreement shall survive any termination or release in whole or part of this agreement, notwithstanding anything in this agreement to the contrary.
19. The invalidity in whole or in part of any part of this agreement shall not affect the validity of the agreement as a whole. If any provision of this agreement is determined to be illegal, invalid or unenforceable, by any court of competent jurisdiction from which no right of appeal exists or is taken, that provision will be severed from this agreement and the remaining provisions shall remain in full force and effect.
20. This agreement shall be governed and construed in accordance with the law of the Province of Ontario and the law of Canada applicable therein. Any legal proceeding arising in connection with this agreement shall be commenced and heard in a court (or, if applicable, a tribunal of competent jurisdiction) sitting in Toronto, Ontario, which it is agreed will be the appropriate location. If the court (or, if applicable, tribunal of competent jurisdiction) does not sit in Toronto, the legal proceedings shall be commenced and heard in the jurisdiction nearest to the City of Toronto within the Province of Ontario in which such court (or, if applicable, tribunal of competent jurisdiction) convenes.
21. All notices, consents, approvals or other communications (collectively “**Notices**”) permitted or required to be given under this agreement shall be in writing and shall be personally delivered, sent by prepaid registered mail, or by email, in each case to the applicable address set out below:

**For Property Owner A**

**For Property Owner B**

**For City of Toronto**

City Solicitor's Office, Legal Services Division

Metro Hall, 26th Floor,

55 John Street, Toronto, ON. M5V 3C6

Attention: City Solicitor

email: legalrec@toronto.ca

1. This agreement shall commence on the date of execution and delivery hereof by the parties but shall only be effective to satisfy the requirements of the *Building Code Act, 1992*, S.O. 1992, c.23, upon registration at the land registry office and upon full satisfaction of the conditions outlined in Sections 9 and 10 above.
2. This agreement may be executed in counterparts, each of which shall be deemed an original and which, taken together, shall constitute one and the same instrument. Each counterpart of this agreement, and any other document to be delivered by one or more parties under this agreement, may be executed by electronic signature through a City-Approved Electronic Signature Platform (as defined below), or by handwritten signature delivered to the other party or parties by electronic transmission in PDF format. Any such electronic signature or handwritten signature delivered by electronic transmission shall be valid, binding and enforceable upon the party or parties so executing and/or delivering same electronically to the same extent and shall have the same legal effect as an original signature. If and when one or more parties hereto executes this agreement by or through a City-Approved Electronic Signature Platform, then such party or parties shall, upon the request of another party hereto, be obliged to forthwith provide the requesting party with a certificate of completion or similar certificate produced or issued by such City-Approved Electronic Signature Platform, which confirms, verifies and/or validates the electronic signature of the party or parties so executing same electronically. For the purposes of this section, "City-Approved Electronic Signature Platform" means a secure electronic signing application or platform acceptable to the City in its sole and absolute discretion and "electronic signature" and "electronic" shall have the meanings respectively ascribed to such terms in the *Electronic Commerce Act, 2000*, S.O. 2000, c. 17, as amended.

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**IN WITNESS WHEREOF** the parties hereto have executed this agreement.

 [**Name of the Owner(s) of Property A]**

 Per:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Property A municipal address:

 [**Name of the Owner(s) of Property B]**

 Per:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Property B municipal address:

 **CITY OF TORONTO**

 Per:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name:

 CBO/DCBO

**SCHEDULE “A”**

**Property A LANDS – LEGAL DESCRIPTION**

**SCHEDULE “B”**

**Property B LANDS – LEGAL DESCRIPTION**

**SCHEDULE “C”**

*[Sketch – Limiting Distance Area]*