

AGREEMENT

THIS AGREEMENT made as of the ____ day of _____, 2021

B E T W E E N:

KRZYSTOF DROZDOWSKI and BETTY DROZDOWSKI,
individuals residing in the Town of Orangeville (the “**Drozdownskis**”)

OF THE FIRST PART

- and -

STEDDY CORP., a corporation incorporated pursuant to the laws of
Ontario (“**Steddy Corp**”)

OF THE SECOND PART

- and -

THE CORPORATION OF THE TOWN OF ORANGEVILLE, a
corporation incorporated pursuant to the laws of Ontario (“**The Town**”)

OF THE SECOND PART

WHEREAS:

- A. The Drozdowskis are the registered owners of the property legally described as Part Lot 7, Block 5, Plan 138 and Part Unnumbered Lot in rear of Lots 6 to 9 (AKA Lot B), Plan 138, being Parts 1, 2 and 3 on 7R-2404; Save and Except Part 2 on 7R-6603; Orangeville, being all of PIN 34011-0137(LT) (the “**Drozdownski Lands**”);
- B. Steddy Corp is the registered owner of the property legally described as Part Lot 7, Block 5, Plan 138 and Part Unnumbered Lot in rear of Lots 6 to 9 (AKA Lot B), Plan 138, being Part 2 on 7R-6603, Together With a Right of Way as in DC214990; Orangeville, being all of PIN 34011-0136(LT) (the “**Steddy Corp Lands**”);
- C. The Steddy Corp Lands are together with a right of way over a portion of the Drozdowski Lands, being Part Lot 7, Block 5, Plan 138 and Part Unnumbered Lot in rear of Lots 6 to 9 (AKA Lot B), Plan 138, being Part 2 on 7R-6603; Orangeville (the “**Easement Lands**”) by way of a Transfer Easement registered on January 15, 2020 in the Land Registry Office for Dufferin (LRO No. 7) as Instrument No. DC214990;
- D. The Town requires, pursuant to Subsection 3.2.3.1(11) of O. Reg. 332/12: Building Code, that the Drozdowskis and Steddy Corp enter an Agreement with the Town regarding the limiting distance for the exposed building face of the building which is or shall be located on the Steddy Corp Lands.

NOW THEREFORE in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. The Drozdowskis hereby covenant and agree that, for the benefit of the Steddy Corp Lands, the Drozdowskis shall not construct a building on the Easement Lands unless the limiting distance for exposing building faces in respect of the proposed construction is measured as greater than 3.89 metres;

- 2. The covenants contained herein are intended to run with the Drozdowski Lands, and this Agreement shall be binding on the parties and their respective heirs, executors, administrators, successors and assigns;
- 3. The Drozdowskis hereby covenant and agree that this Agreement shall be registered on title to the Drozdowski Lands, and further covenant and agree on behalf of themselves, their respective heirs, executors, administrators, successors and assigns that this Agreement shall not be amended or deleted from title to the Drozdowski Lands without the consent of the Town;
- 4. The Drozdowskis and Steddy Corp hereby covenant and agree that they will comply with such other conditions as the Town considers necessary, including any indemnification of the Town, if required;
- 5. This Agreement may be signed in counterparts and each of such counterparts shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument. This Agreement may be executed and transmitted by facsimile and/or email and shall in such event be effective and binding on the undersigned and their successors and assigns as if originally executed.

IN WITNESS WHEREOF the parties have duly executed this agreement as of the date first above written.

Witness:

KRZYSTOF DROZDOWSKI

Witness:

BETTY DROZDOWSKI

STEDDY CORP.

Per:
Name: **Robert L. Mair**
Title: **President**

I have the authority to bind the corporation

**THE CORPORATION OF THE TOWN
OF ORANGEVILLE**

Per:
Name:
Title:

Per:
Name:
Title:

I/we have the authority to bind the above