

# THE CORPORATION OF THE MUNICIPALITY OF THAMES CENTRE

## BY-LAW NO. 40-2025

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Being a By-law to authorize the execution of a Temporary Use Agreement relating to the property at Part of Lots 9 and 10, Concession 2 and designated Parts 7, 8, 9 of Reference Plan 33R7571 (geographic Township of West Nissouri), now in the Municipality of Thames Centre.

### **(Temporary Use Agreement – 21064 Rebecca Road)**

**WHEREAS** Section 39.1 of the *Planning Act*, RSO 1990, c. P.13, authorizes municipalities to enter into temporary use agreements;

**AND WHEREAS** this by-law is consistent with the Provincial Planning Statement and in conformity with the County of Middlesex Official Plan and the Municipality of Thames Centre Official Plan;

**AND WHEREAS** the Municipality deems it expedient and advisable to enter into an Agreement regarding the temporary use of the Lands which is enforceable pursuant to section 442 of the *Municipal Act*, 2001, as amended;

**AND WHEREAS** a copy of the said Temporary Use Agreement with Duane Hiemstra and The Corporation of the Municipality of Thames Centre is attached hereto;

**NOW THEREFORE** the Council of The Corporation of the Municipality of Thames Centre **ENACTS** as follows:

1. **THAT** the entering into a Temporary Use Agreement with Duane Hiemstra is hereby approved and authorized.
2. **THAT** the Mayor and the Clerk be and they are hereby authorized and directed to execute on behalf of The Corporation of the Municipality of Thames Centre the said Temporary Use Agreement, in substantially the same form as that attached hereto and forming a part of this By-law.
3. **THAT** the Temporary Use Agreement shall take effect and come into force upon the signing thereof by all the parties thereto.
4. **THAT** this By-law shall come into force and take effect upon the final passing thereof.

**READ** a **FIRST** and **SECOND** time, this 26<sup>th</sup> day of May, 2025.

**READ** a **THIRD** time and **FINALLY PASSED** this 26<sup>th</sup> day of May, 2025.

Mayor, S. McMillan

Clerk, J. Nethercott

**THIS TEMPORARY USE AGREEMENT** made this 26<sup>th</sup> day of May, 2025.

**B E T W E E N:**

**DUANE HIEMSTRA** hereinafter called "**the Owner**"

OF THE FIRST PART

- AND -

**THE CORPORATION OF THE MUNICIPALITY OF  
THAMES CENTRE** hereinafter called "**the Municipality**"

OF THE SECOND PART

**WHEREAS** the Owner are the registered Owner of the lands and premises in the Municipality of Thames Centre in the County of Middlesex situated at the west side of Rebecca Road South of Wyton Drive known municipally as 21064 Rebecca Road and legally described on Schedule "A" attached hereto (hereinafter called the "Lands");

**AND WHEREAS** the Owner propose to erect a new single unit dwelling on the lands and, in the process of doing so, retain and occupy as their residence the existing single unit dwelling for a certain specified period of time not to exceed three (3) years or six (6) months after the completing and occupancy of the new dwelling, whichever occurs first;

**AND WHEREAS** the Municipality is agreeable to the aforementioned proposal by the Owner notwithstanding the provisions of the Zoning By-law to the contrary, on the condition that the Owner enter into this agreement with the Municipality on certain specified terms;

**NOW THIS AGREEMENT WITNESSETH** that in consideration of the sum of Two dollars (\$2.00) of lawful money of Canada now paid by the Municipality to the Owner, the Owner covenants with the Municipality to do and perform at its own expense the following:

1. The Owner agree that the existing single unit dwelling situated on the lands may be permitted to be occupied and remain on the lands for a period not to exceed three (3) years or six (6) months after completion and occupancy of the new dwelling, whichever occurs first.
2. The Owner agree that, upon the expiration of the period described in Section 1 of this Agreement, the Owner shall undertake to the satisfaction of, and at no cost to, the Municipality removal or demolition of the existing single unit dwelling including all debris and materials, and disconnection of all utilities or services associated therewith to the satisfaction of the Municipality or the authority having jurisdiction as the case may be.
3. Should the Owner fail to comply with Section 2 of this Agreement or in the event a temporary use by-law is not adopted or having been adopted does not come in to full force and effect, the Municipality may commence legal proceedings against the Owner to obtain a conviction under Section 67 of the Planning Act for contravention of its Zoning By-law.
4. So as to ensure due performance by the Owner of the requirements of this Agreement, the Owner shall deposit with the Municipality prior to the issuance of a building permit for the new dwelling, a certified cheque, a letter of credit issued by a Canadian Chartered Bank or similar legal tender, in a form approved by the Municipality in the amount of FIVE THOUSAND (\$5,000.00) Dollars. Upon completion of the matters set out in Section 2 of the Agreement to the satisfaction

of the Municipality, the Municipality shall return the security deposit, letter of credit or similar legal tender to the Owner.

- 5. The Owner shall not assign this Agreement without the prior written consent of the Municipality, which consent shall not be reasonably withheld.
- 6. The covenants, agreements, conditions and understandings herein contained on the part of the Owner shall run with the lands and shall be binding upon it and upon its successors and assigns as Owner and occupiers of the said lands from time to time and shall be appurtenant to adjoining roads under the jurisdiction of the Municipality.

**IN WITNESS WHEREOF** the Parties hereto have hereunto affixed their respective corporate seals under the hands of their proper signing officers duly authorized in that behalf.

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	)	_____
	)	Duane Hiemstra, Owner
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	)	<b>THE CORPORATION OF THE</b>
	)	<b>MUNICIPALITY OF THAMES CENTRE</b>
	)	
As authorized by By-law No.	)	
40-2025 passed on the 26 <sup>th</sup> day	)	_____
of May, 2025	)	S. McMillan, Mayor
	)	
	)	
	)	_____
	)	J. Nethercott, Clerk

**SCHEDULE “A”**  
**TO**  
**TEMPORARY USE AGREEMENT**

BETWEEN:

**Duane Hiemstra**

OF THE FIRST PART

- and -

**THE CORPORATION OF THE MUNICIPALITY OF THE THAMES CENTRE**

OF THE SECOND PART

The “Lands”

ALL AND SINGULAR that certain tract of land and premises situate, lying  
and being in the Municipality of Thames Centre, (formerly in the Township of  
North Dorchester), in the County of Middlesex and being composed of:

CON 2 W PT LOTS 9 & 10 RP 33R7571 PARTS 7,8 & 9  
(geographic Township of West Nissouri)  
Municipality of Thames Centre  
County of Middlesex