

**THIS TEMPORARY USE AGREEMENT** made this 30<sup>th</sup> day of October, 2023.

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

**MICHAEL BONTJE AND CORNELIA BONTJE** hereinafter called "**the Owners**"

OF THE FIRST PART

- AND -

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

OF THE SECOND PART

**WHEREAS** the Owners are the registered owners of the lands and premises in the Municipality of Thames Centre in the County of Middlesex situated on the north side of Wyton Drive and west side of Nissouri Road, known municipally as 16760 Wyton Drive and legally described on Schedule "A" attached hereto (hereinafter called the "Lands");

**AND WHEREAS** the Owners 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 owners notwithstanding the provisions of the Zoning By-law to the contrary, on the condition that the Owners 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 Owners, the Owners covenants with the Municipality to do and perform at its own expense the following:

1. The Owners 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 Owners agree that, upon the expiration of the period described in Section 1 of this Agreement, the Owners 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 Owners of the requirements of this Agreement, the Owners 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 Owners.
5. The Owners 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 Owners shall run with the lands and shall be binding upon it and upon its successors and assigns as owners 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.

Signed, Sealed and Delivered )  
in the presence of )

\_\_\_\_\_  
Michael Bontje

\_\_\_\_\_  
Cornelia Bontje

\_\_\_\_\_  
**THE CORPORATION OF THE  
MUNICIPALITY OF THAMES CENTRE**

As authorized by By-law No. 101- )  
2023 passed on the 30<sup>th</sup> day of )  
October, 2023 )

\_\_\_\_\_  
S. McMillan, Mayor

\_\_\_\_\_  
S. Henshaw, Interim Clerk

**SCHEDULE A**  
TO  
TEMPORARY USE AGREEMENT

BETWEEN:

**MICHAEL BONTJE AND CORNELIA BONTJE**  
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 West Nissouri), in the County of Middlesex and being composed of:

Part of Lot 11, East Side of Railway, Concession 2  
(geographic Township of West Nissouri)  
Designated as Part 1 on Reference Plan 33R-21600  
Municipality of Thames Centre  
County of Middlesex