

THIS TEMPORARY USE AGREEMENT made this 27th day of November, 2023.

B E T W E E N:

SHELLEY HUNTER 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 is the registered owner of the lands and premises in the Municipality of Thames Centre in the County of Middlesex situated at 6097 Cobble Hills Road and legally described on Schedule "A" attached hereto (hereinafter called the "Lands");

AND WHEREAS the Owner proposes to erect a garden suite in the form of a mobile home on the lands for a maximum of ten (10) years;

AND WHEREAS the Municipality's authority to enter into this Agreement with the Owner is in accordance with Section 39.1 of the Planning Act, RSO, 1990, cP13.;

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

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 above recitals are true and are hereby incorporated into this Agreement by reference.
2. The Owner covenants that he is the registered owner of the Lands.
3. This Agreement ensures to the benefit of and is binding upon the Parties and their respective heirs, executors, administrators, estate trustees, trustees, personal or legal representatives, successors and assigns or future Owners of the Lands.
4. Every provision of this Agreement by which the Owner is obligated in any way shall be deemed to include the words "at the expense of the Owner" unless the context otherwise requires.
5. The Garden Suite in the form of a mobile home shall be permitted until November 27, 2033. Prior to November 27, 2033, the mobile home shall be removed from the Lands to the satisfaction of the Municipality unless a further extension is granted by the passing of a subsequent By-law reauthorizing the temporary use in accordance with Section 39.1 of the Planning Act, RSO, 1990, cP13. All work, activities or processes required to remove the Garden Suite from the Lands shall hereafter be referred to as the "Work".
6. The Owner acknowledges and agrees that should there be a deficiency in and/or failure by the Owner to carry out the Work and the Owner fails to comply with written notice to complete certain Work within thirty (30) days from the sending date of such written notice, the Municipality may enter onto the Lands, complete

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any, all or some outstanding Work and may recoup its costs for performing such Work, including administrative and legal costs of enforcing/prosecuting a Zoning By-law violation.

7. 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 Garden Suite in the form of a mobile home, a security deposit in the amount of FIVE THOUSAND (\$5,000.00) CDN DOLLARS. Upon completion of the matters set out in Section 5 of this Agreement to the satisfaction of the Municipality, the Municipality shall return the security deposit to the Owner.
8. The Owner covenants and agrees on behalf of himself, his successors and assigns to release, indemnify and save harmless the Municipality, its Mayor, Councillors, officers, employees, legal counsel, agents and contractors from and against any and all actions, suits, claims and demands whatsoever, which may arise either directly or indirectly by reason of any Work performed as a result of this Agreement, whether that work is performed by the Owner, the Municipality or any third party. The Owner further covenants and agrees to release and forever discharge the Municipality, its Mayor, Councillors, officers, employees, legal counsel, agents and contractors from and against all claims, demands and causes of actions of every nature and type whatsoever that may arise either as a result of the failure of the Municipality to carry out any of its obligations under this Agreement or as a result of the Municipality performing any work on the Lands or its adjacent properties to enforce this Agreement, which may damage or interfere with the work of the Owner, provided that such default, failure or neglect was not caused as a result of negligence on the part of the Municipality, its employees and/or agents.
9. The Owner shall not call into question, directly or indirectly, in any proceedings, whatsoever, in law or in equity, or before any administrative tribunal, the right of the Municipality to enter into this Agreement or to enforce each and every term, covenant and condition herein contained, and this Agreement shall be pledged as an estoppel and bar to action against the Owner in such proceedings.
10. Notwithstanding any of the provisions of this Agreement, the Owner and all persons taking title to the lands or part thereof shall be subject to all by-laws of the Municipality.
11. The Owner agrees that notwithstanding any other provisions of this Agreement, the Parties agree that none of the provisions of this Agreement operate to fetter the discretion or future decision-making abilities of Council. The Owner hereby acknowledges that he shall not obtain any future advantageous planning consideration or treatment by virtue of his entering into this Agreement. The Parties acknowledge that notwithstanding any other section of this Agreement, the Owner is permitted to apply for an extension of the uses permitted in accordance with Section 39(3) of the Planning Act.
12. Time shall be of the essence hereof in all respects, but the Municipality may by written notice to the Owner waive any default of the Owner on such terms and conditions as the Municipality may determine, provided that the right of the Municipality to require strict performance by the Owner of any and all obligations imposed upon the Owner hereunder shall not be affected in any way by any previous waiver, forbearance or course of dealing.
13. The Owner shall not assign this Agreement without the prior written consent of the Municipality.

- 14. Any provision of this Agreement found or declared by a Court of a competent jurisdiction to be invalid, enforceable or ultra vires of the Municipality, then such provision shall conclusively be deemed to be severable and the remainder of the Agreement, mutatis mutandis, shall be and remain in force and effect.
- 15. In this Agreement, unless the contrary intention appears, words importing only the singular number or masculine gender shall include more persons, parties or things of the same kind that one in the feminine and neutral gender; and if there are more Owners than one, the covenants of such Owner shall be joint and several.
- 16. The Parties warrant that this Agreement is voluntary, that none of the Parties are under any legal disability and that each Party has had an opportunity to seek the advice of independent legal counsel with respect to this Agreement.
- 17. This Agreement is governed by and is to be construed and interpreted in accordance with the laws of the Province of Ontario and the law of Canada applicable in that province.

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)



Shelley Hunter

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

As authorized by By-law No. 114-)
2023 passed on the 27th day of)
November, 2023)

M. Smibert, Deputy Mayor

S. Henshaw, Interim Clerk

SCHEDULE A
TO
TEMPORARY USE AGREEMENT

BETWEEN:

SHELLEY HUNTER

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 18, Concession 7
(geographic Township of West Nissouri)
Municipality of Thames Centre
County of Middlesex