

## AGREEMENT TO EXTEND A TEMPORARY USE AGREEMENT

THIS AGREEMENT made this 17<sup>th</sup> day of July, 2023.

BETWEEN:

**JEFFREY HENRY JAMES BRUNET and MICHELLE MARIE COTIE**

Hereinafter called the "Owners"

OF THE FIRST PART

-and-

**THE CORPORATION OF THE MUNICIPALITY OF STRATHROY-CARADOC**

Hereinafter called the "Municipality"

OF THE SECOND PART

**WHEREAS** the Owners warrant being the owners of Part Lot 23 and Part Lot 22, Concession 3, being Parts 1, 2 and 3 Plan 33R18083; Caradoc; Municipality of Strathroy-Caradoc municipally known as 9202 Oriole Drive, Strathroy, Ontario as more particularly described in Parcel Identification Number 08522-0098 (LT) in the attached Schedule "A".

**AND WHEREAS** the Owners are desirous of constructing a second single detached dwelling on the said lands while the existing single detached dwelling continues to accommodate an elderly relative;

**AND WHEREAS** the Owners applied for, and was granted by Council, a Temporary Zoning By-law Amendment (By-law No.55-17) on August 21, 2017 in order to permit the construction of a second single detached dwelling on the said lands for a temporary period of time;

**AND WHEREAS** the Municipality deemed it expedient and advisable to enter into an agreement with the Owners regarding the temporary use of the land;

**AND WHEREAS** the Municipality and the Owners entered into a Temporary Use Agreement dated August 15, 2017 and registered as ER1132354 against the said lands (the "Temporary Use Agreement");

**AND WHEREAS** the Temporary Use Agreement expires on August 21, 2020;

**AND WHEREAS** the Municipality and the Owners entered into an Agreement to Extend a Temporary Use Agreement dated August 4, 2020 and registered as ER1334715 against the said lands (the "Temporary Use Agreement Extension");

**AND WHEREAS** the Temporary Use Agreement Extension expires on August 4, 2023;

**AND WHEREAS** the Temporary Use Agreement Extension may be extended for an additional term of three (3) years as permitted by s. 5 of the Temporary Use Agreement Extension;

**AND WHEREAS** the Municipality deemed it expedient and advisable to enter into an agreement with the Owners to extend the Temporary Use Agreement Extension for an additional period of three (3) years;

**AND WHEREAS** the temporary zoning of the property has been extended by a Temporary Zoning By-law Amendment (By-law No. 47-23) as per Section 39 of the *Planning Act, RSO, 1990, cP13*;

**NOW THEREFORE WITNESSETH THAT** in consideration of the mutual covenant hereinafter expressed and other good and valuable consideration, the parties hereto agree to extend the Temporary Use Agreement Extension upon the following terms:

The Owners covenant and agree as follows:

1. The Owners are the registered owners of the subject lands described herein;
2. This Agreement shall be registered against the title to these subject lands, at the expense of the Owners, and shall take priority over any subsequent registrations against the title to the subject lands;
3. That this agreement shall be binding on the Owners and from time-to-time, their heirs, executors, administrators, successors and assigns;
4. The Owners shall obtain all necessary approval to construct a single detached dwelling on the subject lands;
5. That a second single detached dwelling shall only be permitted on the subject lands for a period of three years commencing on July 17, 2023 and ending on July 17, 2026, as permitted by By-law 47-23. This time period may be extended for an additional term provided the temporary zoning of the property has been extended as per Section 39 of the *Planning Act, RSO, 1990, cP13*;
6. Prior to the lapsing of By-law 47-23, the second dwelling unit shall either be removed, or renovations shall have been completed to the extent that residential occupancy of the then-former single detached dwelling is no longer possible and that the building is used in compliance with the Municipality's Comprehensive Zoning By-law. The Municipality's Chief Building Official shall be asked by the Owners during this time to inspect the property and verify that the second single detached dwelling no longer exists;
7. The Owners agree that notwithstanding any other provisions of this Agreement, the Parties hereto agree with each other that none of the provisions of this Agreement, (including a provision stating the Parties' intentions) is intended to operate, nor shall have the effect of operating, in any way to fetter either the Council of the Municipality which authorized the execution of this Agreement or any of its successor councils in the exercise of any of Council's discretionary powers, duties or authorities. The Owners hereby acknowledge that it will not obtain any advantageous planning or other consideration or treatment by virtue of it having entered into this Agreement or by virtue of the existence of this Agreement;
8. The Owners agree that in order to guarantee compliance with all the conditions contained herein, the Owners covenant and agree to maintain on file with the Municipality upon execution of the Agreement, cash or a letter of credit in the amount of Ten Thousand Dollars (\$10,000.00). The letter of credit shall be in a form approved by the Municipality, and the Owners covenant and agree that the said letter of credit shall be kept in full force and effect and that it will pay all premiums as the said letter of credit becomes due or until such time as the Municipality returns the letter of credit.

9. The Owners agree and acknowledge that should there be a deficiency in or failure to carry out any work or matter required by any clause of this Agreement, and the Owners fail to comply, within thirty (30) days written notice, with a direct to carry out such work or matter, the Municipality may draw upon the letter of credit to the extent necessary and enter onto the subject lands and complete all outstanding works or matters, and pay all costs and expenses incurred thereby from the proceeds so drawn;
10. The Owners agree to pay the Municipality the cost of the Municipality's solicitor for all costs involved in the review and registration of this Agreement on behalf of the Municipality, and in this regard make payment to the Municipality within 30-days of receiving an invoice from the Municipality. The Owners agree that this Agreement or a notice thereof may be registered by the Municipality on title to the subject lands, and Owners hereby agree to execute any document reasonably required to permit such registration within ten (10) days of the Municipality's request. Upon expiry or termination of this Agreement, the Municipality may discharge or otherwise vacate or cause to be discharged or vacated this Agreement or its notice of this Agreement registered on title to the subject lands.
11. The Owners covenant and agree with the Municipality on behalf of itself, its successors and assignees, to indemnify and save harmless the Municipality, its servants and agents 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. The Owners further covenant and agree to release and forever discharge the Municipality from and against all claims, demands, causes of action, 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 municipal work on the subject lands or the adjacent properties which may damage or interfere with the work of the Owners, provided that such default, failure or neglect was not caused as a result of negligence on the part of the Municipality, its servants or agents;
12. The Owners agree and acknowledge that the Municipality will commence legal action against the Owners if the Owners fail to comply with the terms of this Agreement.
13. The Owners agree to install a municipal 911 address to the new dwelling unit (9142 Oriole Drive) at the driveway located just east of the primary driveway for 9202 Oriole Drive. The Owners shall also install a municipal 911 address directly adjacent to the new dwelling (9142). The second dwelling unit address sign shall be entirely removed upon removal of the second dwelling unit.

**IN WITNESS WHEREOF JEFFREY HENRY JAMES BRUNET and MICHELLE MARIE COTIE** have hereunto affixed their signature.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Jeffrey Henry James Brunet

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Michelle Marie Cotie

**IN WITNESS WHEREOF THE CORPORATION OF THE MUNICIPALITY OF STRATHROY-CARADOC** has hereunto affixed its corporate seal attested by the hands of its duly authorized officers.

THE CORPORATION OF THE MUNICIPALITY  
OF STRATHROY-CARADOC

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Colin Grantham, Mayor

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Clerk

SCHEDULE "A"

Part Lot 23 and Part Lot 22, Concession 3, being Parts 1, 2 and 3 Plan 33R18083; Caradoc; Municipality of Strathroy-Caradoc municipally known as 9202 Oriole Drive, Strathroy, Ontario as more particularly described in Parcel Identification Number 08522-0098 (LT).