

Schedule “A” to By-Law 44-2018

Schedule To A Document General

Agreement Made Under Section 39.1

Of The Planning Act, R.S.O. 1990

This Agreement made this _____ day of _____, 2018

Between

The Corporation Of The Municipality Of South Huron

(Hereinafter called the “Municipality”)

And

Sylvia and Rick Hulshof (Applicant) and Henry and Sadie Post (Owner)

(Hereinafter called the “Owner” and “Applicant”)

Whereas the Owners are the Owners of the lands described in Schedule “A” attached hereto and made part hereof;

And Whereas the Applicant and Owner have requested that the Municipality amend Zoning By-law No. 12-1984, of the former Township of Stephen, to permit the establishment of a Garden Suite on the subject lands as a temporary use;

And Whereas Section 39 of the Planning Act, R.S.O. 1990, as amended, permits a municipality to adopt By-laws to authorize the temporary use of a Garden Suite;

And Whereas the Municipality and Owner consider it desirous and appropriate to enter into an agreement regarding the Garden Suite;

Now Therefore Witnesseth that in consideration of the premises and the sum of ONE (\$1.00) DOLLAR paid to the Municipality by the Owner or Applicant (receipt whereof is hereby acknowledged), and in consideration of the Municipality approving the requested Zoning By-law Amendment for the establishment of a Garden Suite on the lands described in Schedule “A” attached hereto, the parties hereto agree as follows:

1. This Agreement affects the lands described in Schedule “A” attached hereto, and the Owner or Applicant hereby consent to the registration of this Agreement against the title of the subject land. The Municipality shall be responsible for the registration. The Owner or Applicant agrees to pay all costs associated with same. The Municipal Clerk shall provide the Owner or Applicant with a copy of the Agreement, as registered, within 30 days of the signing of the Agreement.
2. The Owner or Applicant hereby agree to obtain the required approvals and/or to respect conformity requirements for such matters as Zoning By-law regulations, Building Code Requirements, Septic System Requirements, as well as any other applicable approval which is required by law. For the purpose of this Agreement, a “Garden Suite” means a one-unit detached residential structure containing bathroom and kitchen facilities that is ancillary to an existing residential structure and that is designed and constructed to be portable.
3. The Garden Suite shall be located in the General area as shown on the Site Plan sketch attached hereto as Schedule “B”. Schedule “B” shall form part of this Agreement.

4. Driveway access to the Garden Suite shall be by the existing driveway access to the principal dwelling situated on the subject land.

5. Water supply for the Garden Suite shall be from the existing well serving the principal dwelling on the subject land.
6. Septage for the Garden Suite shall be from the existing (or upgraded) septic system servicing the principal dwelling on the subject land.
7. The Owner or Applicant hereby agree and warrant that Henry and Sadie Post (name of occupant) is to be the only person who will reside in the Garden Suite and further that the Owner or Applicant will not permit any other persons to reside in the Garden Suite.
8. After the establishment of the Garden Suite on the subject land, the Owner or Applicant agree to maintain it as developed. Any changes to the Garden Suite and/or the immediate site of the Garden Suite must first be approved in writing by the Municipality. Amendments to this agreement and associated Site Plan sketch may be required.
9. The Owner or Applicant agree to remove the Garden Suite on or before the expiry of the temporary use zoning by-law amendment (i.e. twenty years from the date that the temporary use by-law comes into full force and effect) or to obtain an extension of the temporary use by-law for a further period of three years. If the Owner or Applicant apply to extend the temporary use by-law for further periods of three years, the Municipality reserves the right to have the Owner or Applicant enter into a new agreement. The Parties of this Agreement hereby acknowledge and agree that this Agreement shall expire once the said Garden Suite has been removed.
10. The Owner or Applicant agree and warrant that they will not call into questions directly or indirectly in any proceeding whatsoever in law or in equity or before any administrative or other tribunal the statutory authority or right of the Municipality to require and enforce each and every term, condition and covenant herein and confirm that this provision may be pleaded by the Municipality in any such action or proceeding as a complete and conclusive estoppel of any denial of such.
11. The Owner or Applicant, on behalf of themselves, their successors and assigns, hereby covenant to indemnify and save harmless the Municipality against any legal liability for losses, damages, claims, actions, demands, suits, and costs arising directly or indirectly from anything done by themselves or the Garden Suite Occupant or any of their servants, contractors or agents in connection with their performance under this Agreement.
12. Upon removal of the Garden Suite from the subject land, the land shall return the property to a condition satisfactory to the Municipality of South Huron.
13. The Owner or Applicant hereby agrees to comply with each of the provisions of this Agreement and agrees to provide to the Municipality security in the amount of \$1,500.00 to assure performance of the terms and conditions of this Agreement and the said security shall be either:
 - (a) A cash deposit with the "Municipality"
 - (b) Any irrevocable letter of credit from a Chartered Bank of Canada or financial institution, in a form and upon such terms and conditions as may be approved by the Municipality; or
 - (c) Any other security in such a form negotiated with and approved by the Municipality which the Municipality deems to be sufficient security for the purpose of this Agreement and as otherwise provided herein.
14. The Owner or Applicant agrees that the Municipality, or its agents, may enter upon the subject property for the purpose of enforcing the terms of this Agreement and further that the Municipality may, at its sole discretion, use any or all of the \$1,500.00 deposit referred to above to cover the costs of enforcing any and/all terms of this Agreement. If the Municipality's enforcement costs exceed \$1,500.00, the Owner or Applicant acknowledges and agrees that the Municipality shall recover the additional expenses in

Signed, Sealed And Delivered
In the Presence of

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) Sylvia Hulshof
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) Rick Hulshof
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Schedule “A”

Concession 6, Lot 17, Stephen Ward. Municipality of South Huron, in the County of Huron
(70518 Parr Line)

“Schedule B”

The Site Plan - Detailing the Location of the Garden Suite
on Concession 6, Lot 17, Stephen Ward. Municipality of South Huron, in the County of Huron
(70518 Parr Line)

