



Regular Council Meeting

To:	Mayor and Council
Date:	April 7, 2024
From:	Matt Wilkinson, Planner
Report Number:	Planning Department 2025-17
Subject:	J.K.R. Realty–Temporary Use Agreement-Pickleball Courts

Recommendation:

That By-law No. 2025-20 be approved to authorize the execution of a Temporary Use Agreement between J.K.R. Realty Limited and the Corporation of the Township of Cavan Monaghan.

Overview:

Planning Department Report 2025-16 recommended that Council pass By-law No. 2025-19 to permit a temporary commercial recreation use (pickleball courts) for a period of up to three (3) years on lands located in part of Lot 4, Concession 10 (North Monaghan), described as Lot 4, Plan 45M185, and known municipally as 2097 Whittington Drive. A key map and aerial image showing the location of the subject property and the surrounding area are provided as Attachment Nos. 1 and 2 to this Report.

Section 8.6.1 d) iv) of the Township of Cavan Monaghan Official Plan requires the Township to enter into an agreement with the landowner specifying the conditions under which the use may be permitted.

With the approval of By-law No. 2025-19, Council may pass By-law No. 2025-20 to authorize the execution of a Temporary Use Agreement between J.K.R. Realty Limited and the Corporation of the Township of Cavan Monaghan. By-law 2025-20 is provided as Attachment No. 3 to this Report. The Temporary Use Agreement is provided as Schedule “1” to the By-law.

Financial Impact:

The Applicant has paid the fee to execute the Temporary Use Agreement.

Attachments:

- Attachment No. 1: Key Map
- Attachment No. 2: Aerial Photo
- Attachment No. 3: By-law No. 2025-20

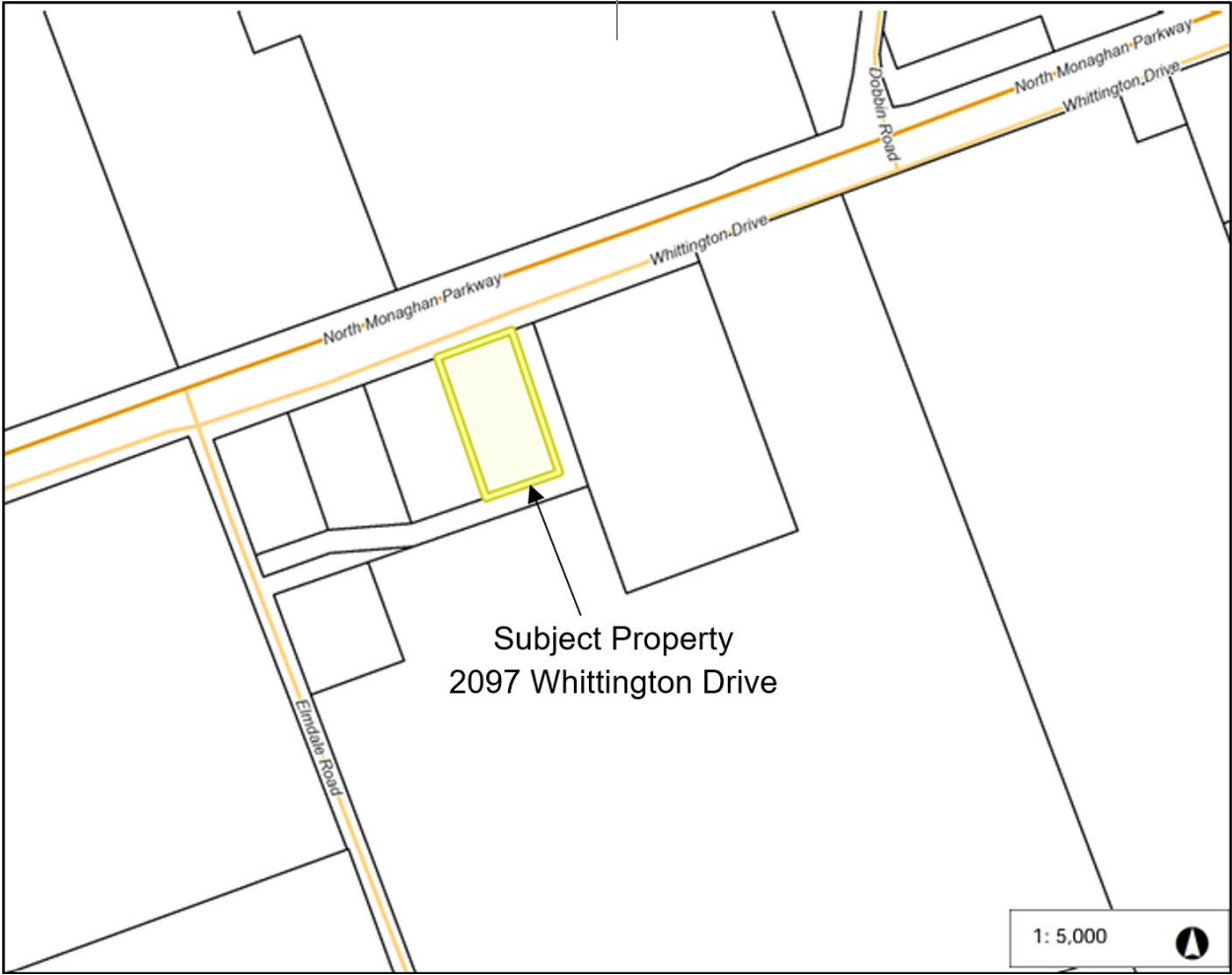
Respectfully Submitted by,

Matt Wilkinson
Planner

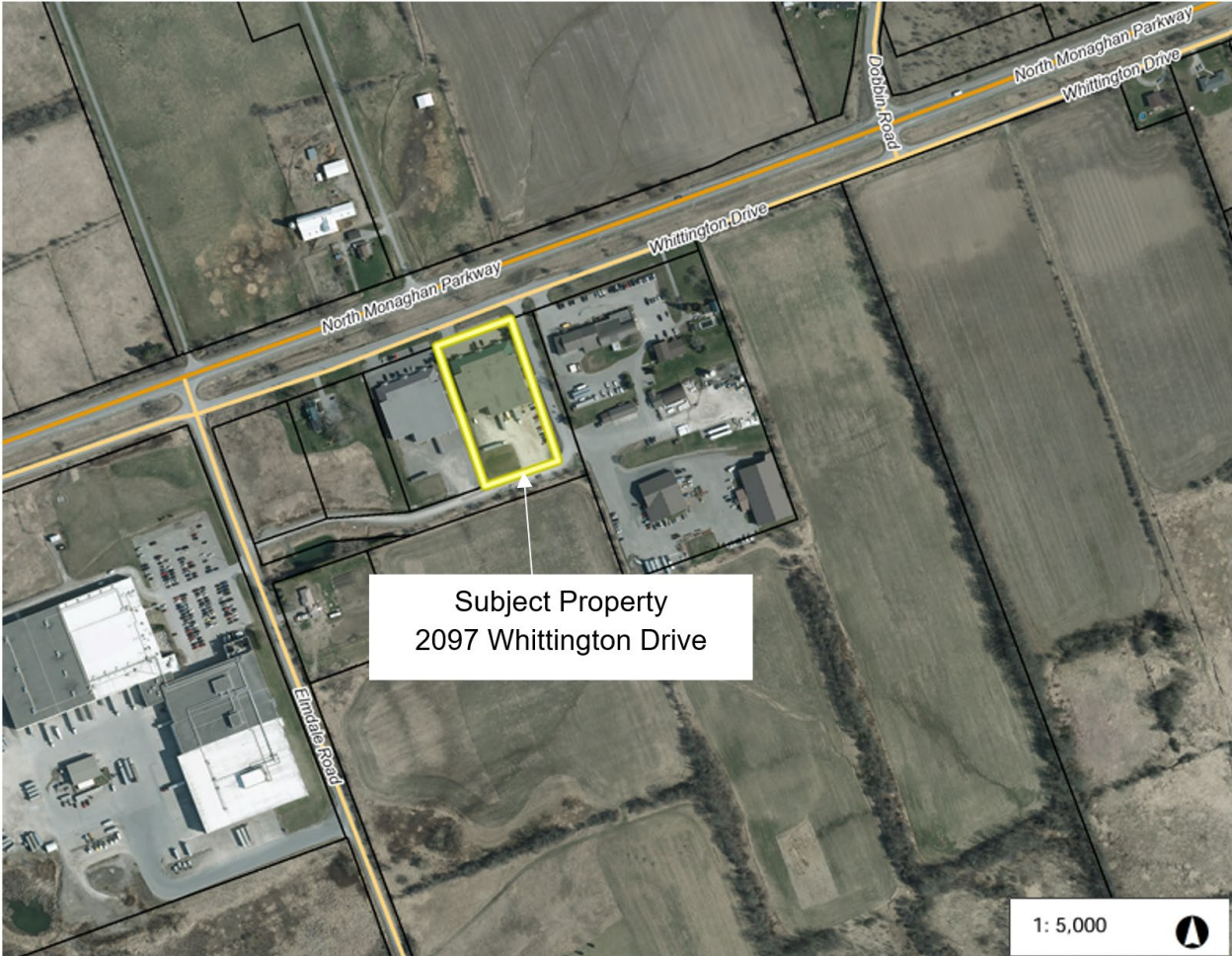
Reviewed by,

Yvette Hurley
Chief Administrative Officer

Attachment No.1: Key Map



Attachment No. 2: Aerial Photo



Attachment No. 3: By-law No. 2025-20

**The Township of Cavan Monaghan
By-law No. 2025-20**

**Being a by-law to authorize the execution of a Temporary Use Agreement
between J.K.R. Realty Limited and the Corporation of the Township of Cavan
Monaghan**

Whereas J.K.R. Realty Limited made application under Section 39 of the Planning Act, R.S.O. 1990 to authorize the temporary use of a commercial recreation use (pickleball courts) on lands located in part of Lot 4, Concession 10 (North Monaghan), described as Lot 4, Plan 45M-185 and known municipally as at 2097 Whittington Drive, Township of Cavan Monaghan, County of Peterborough;

And Whereas the Council of Township of Cavan Monaghan passed By-law No. 2025-19 to permit a commercial recreation (pickleball courts) as a temporary use for up to three (3) years;

And Whereas Section 39 (1) of the Planning Act, R.S.O. enables the council of a local municipality to enter into an agreement for a temporary use;

Now Therefore the Council of the Township of Cavan Monaghan hereby enacts as follows:

1. That the Mayor and Clerk are hereby authorized on behalf of the Township of Cavan Monaghan to enter into and execute that certain agreement marked Schedule "1" attached hereto and forming part of this By-law.
2. That the By-law shall become effective immediately upon the passing thereof.

Read a first, second and third time and passed this 7th day of April, 2025.

Matthew Graham
Mayor

Cindy Page
Clerk

Schedule “1”

Temporary Use Agreement

Between

J.K.R. Realty Limited

(Herein referred to as the Owner)

-and-

The Corporation of the Township of Cavan Monaghan

(Herein referred to as the Municipality)

This Agreement made thisday of, 2025.

Whereas the parcel affected by this Agreement is more particularly described as part of Lot 4, Concession 10 (North Monaghan), Lot 4, Plan 45M185, 2097 Whittington Drive, Township of Cavan Monaghan, County of Peterborough;

And Whereas the Owner has applied for a Temporary Use Zoning By-law Amendment to permit the temporary establishment of a commercial recreation use (pickleball courts) on the subject lands;

And Whereas Section 39 (1) of the Planning Act, R.S.O. enables the council of a local municipality who has passed a by-law under Section 34, to authorize the temporary use of land, buildings or structures for any purpose set out therein that is otherwise prohibited by the By-law;

And Whereas Section 8.6.1 a) of the Township of Cavan Monaghan Official Plan states Council may pass a By-law as provided for under Section 39 of the Planning Act to allow the temporary use of lands that do not comply with the Land Use designations in the Official Plan;

Now Therefore this Agreement Witnesseth that in consideration of the mutual covenants hereinafter contained, the parties hereto hereby covenant and agree as follows:

1. Covenants by the Owner

The Owner covenants and agrees as follows:

- a) The Owner is the registered owner of the subject land described herein.
- b) This Agreement shall take priority over any registrations against the title to the subject lands.
- c) This Agreement shall be binding on the Owner and from time to time, their

heirs, executors, administrators, successors and assigns.

- d) The commercial recreation use (pickleball courts) shall only be permitted for a period of three (3) years, commencing April 7, 2025 and ending April 7, 2028 as permitted in By-law No. 2025-20, as per Section 39 (1) of the Planning Act, R.S.O. 1990, as amended. This time period may be extended for an additional three-year period provided the temporary zoning of the site has been extended as per Section 39 the Planning Act, R.S.O. 1990, as amended.
- e) The Owner covenants and agrees 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, suites, claims and demands whatsoever, which may arise either directly or indirectly by reason of any work performed. The Owner further covenants and agrees to release and forever discharge the Municipality from and against all claims, demands, cause 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 municipal work on the said lands or the adjacent properties which may damage or interfere with the works 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 servants or agents.
- f) The Owner agrees and acknowledges that the Municipality will commence legal action against the Owner if the Owner fails to comply with all terms of this Agreement.

2. Covenants by the Municipality

The Municipality covenants and agrees as follows:

- a) That the Municipality agrees that subject to compliance by the Owner with all relevant Municipal By-laws, Provincial Statutes and Regulations, Agency requirements, and the provisions of this Agreement, the Owner may have a commercial recreation use (pickleball courts) on the subject property commencing April 7, 2025 and ending April 7 2028.

In Witness Whereof the parties hereto have executed this Agreement and have hereunto caused to be affixed the corporate seals, duly attested to by the property signing officers.

By the Owner on thisday of, 2025.

Signed, Sealed and Delivered)	Per: _____
In the presence of)	J.K.R. Realty Limited
		Haig Kelly "Owner"

By the Township of Cavan Monaghan on this day of, 2025.

)	Per: _____
)	Matthew Graham, Mayor

)	Per: _____
)	Cindy Page, Clerk