

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.

