

GARDEN SUITE AGREEMENT

THIS AGREEMENT MADE THE 7th DAY OF FEBRUARY, 2017.

BETWEEN: Isaac Martin and Anna Martin

hereinafter called “the Owners” OF THE FIRST PART

-and-

THE CORPORATION OF THE TOWN OF MINTO

hereinafter called “the Town” OF THE SECOND PART

WITNESS THAT:

WHEREAS the Owners own the land described in Schedule “A” to this agreement which is hereinafter referred to as “the land”;

AND WHEREAS the Owners requested the Town amend the Town of Minto Zoning By-law No. 01-86 to permit the land to be developed with a garden suite in accordance with their application, and Council passed By-law 2017-03 specifying the terms and conditions of development of a garden suite on the lands.

AND WHEREAS the Town considers the Owners’ request to be in the public interest provided that certain conditions, as hereinafter set out, are complied with;

AND WHEREAS as a condition of passing a by-law allowing a temporary use of a garden suite, pursuant to Section 39 of *The Planning Act*, as amended, Council may require the Owners of the property to enter into an agreement with the municipality under Section 39.1 of *The Planning Act*, as amended;

NOW THEREFORE the Owners covenant and agree with the Town as follows:

1. For the purposes of this agreement, development will be as defined in Section 41 of *The Planning Act*, as amended.
2. The owners agree to develop and maintain the garden suite in accordance with the requirements of By-law 2017-03 including required buffering and screening to the north and east of the proposed garden suite. Any changes to the garden suite and/or the immediate site of the garden suite, excluding buffering, landscaping and structures not requiring a building permit, must be approved in writing by the Town.
3. The Owners shall be released from all obligations contained herein upon the removal of the garden suite and re-establishment of the site.
4. The Owners agree to remove the garden suite, installed on the land pursuant to their development application, within six (6) months after the expiry of Zoning Amendment By-law Number 2017-03 and any renewals pursuant to *The Planning Act*, whichever

occurs last. The Temporary Use By-law is valid for a maximum of 20 years from the passing of the by-law (January 10, 2037) unless renewed.

5. The Owners agree that upon the removal of the garden suite, the connections to the private septic system shall be appropriately terminated. Any cement piers or foundation for the garden suite shall be removed or incorporated into a permitted accessory structure.
6. If the garden suite is not removed as required by this Agreement, the Town is hereby authorized to remove said unit and may recover the expenses incurred by any or all of the methods provided for in Section 446 of *The Municipal Act*, as amended.
7. All facilities and matters required by this agreement shall be provided and maintained by the Owners at their sole risk and expense to the satisfaction of the Town and in accordance with the standards determined by the Town and in default thereof and without limiting other remedies available to the Town, the applicable provisions of *The Municipal Act* shall apply.
8. This agreement shall be read with such changes of gender and number as to the context may require and shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals.

SIGNED, SEALED & DELIVERED

in the presence of

Owner

Owner

THE CORPORATION OF THE
TOWN OF MINTO

Mayor George A. Bridge

C.A.O. Clerk Bill White

TOWN OF MINTO
GARDEN SUITE AGREEMENT
Schedule "A"

