

TEMPORARY USE AGREEMENT

THIS AGREEMENT made this ____ day of January, 2025

BETWEEN:

CANADIAN TIRE 188

(hereinafter called the "Business Operator")

OF THE FIRST PART,

-and-

THE CORPORATION OF THE CITY OF DRYDEN

(hereinafter called the "Municipality")

OF THE SECOND PART,

WHEREAS the Business Operator represents that it is the registered Business Operator of the lands described in Schedule "A" annexed hereto, which lands are hereinafter referred to as the "Lands";

AND WHEREAS the Business Operator has obtained approval from the Council of the City of Dryden;

AND WHEREAS the execution of this agreement was authorized by By-Law Number 2025-____;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants herein contained and other good and valuable consideration, the parties hereto hereby covenant and agree as follows:

1. Prohibition

The Business Operator hereby agrees not to place any additional storage containers or storage trailers on property, thereby avoiding further violations of the zoning by-law.

2. Building or Demolition Permits

Notwithstanding the provisions of this Agreement, the Business Operator hereby acknowledges that the Municipality is not obligated to issue any building permits or demolition permits or grant any other permits or consents with respect to any development or re-development on the Lands unless:

- i) all federal, provincial, and municipal statutes, regulations, by-laws, ordinances, orders and requirements have been complied with;
- ii) any other agreements with any other governmental body or agency are not in default; and
- iii) all property taxes with respect to the Lands have been paid in full.

3. Costs

The Business Operator shall pay to the Municipality, forthwith upon demand a fee calculated as follows:

The fee is calculated using at rate equal to MPAC's assessed value for the buildings on property. This value has been calculated accounting for the square footage MPAC has currently included in the assessment for containers/storage trailers on property.

- i) The total assessed value is divided by the square footage of all buildings, container and storage trailers on property which provides an assessed value per square foot.
- ii) The assessed value per square foot is then multiplied by the commercial taxation rate as it would be applied if calculating tax value producing a per square foot equivalent fee.
- iii) This fee is multiplied by the area of containers and storage trailers on property minus the 3 allowed by by-law producing the final fee owing under the agreement.

Please refer to Schedule 'B' for the breakdown of these calculations.

Therefore, the fee associated at time of signature of this agreement for 28 containers minus the 3 allowed under by-law is \$19,994.00.

This fee will be reviewed for inflation or change in overall square footage of containers and storage trailers on property annually, Any reduction in the quantity or size of containers or storage trailers will be accounted for in the new fee calculation for the subsequent years up to and including the third year as per the approved by-law.

4. Business Operator's Expense

The Business Operator acknowledges that where this Agreement obliges the Business Operator to perform any work or do anything it is to be done at the Business Operator's expense and not at the Municipality's expense.

5. Acknowledgement by Business Operator

The Business Operator hereby acknowledges that it is aware of all of the terms, covenants and conditions contained in this Agreement and agrees to be bound by such terms, covenants and conditions in the event that it should obtain control, possession or equitable Business Operatorship of the Lands.

6. Indemnification by Business Operator

The Business Operator shall indemnify and save harmless the Municipality against all actions, causes of actions, suits, claims and demands whatsoever which may arise directly or indirectly by reason of this Agreement or the Business Operator operating with said containers or storage trailers herein referred to.

7. Right of Entry

The Business Operator covenants and agrees with the Municipality to grant and hereby grants to the Municipality or its authorized representatives the right to enter upon the Lands or any part thereof in order to ascertain whether or not the provisions of this Agreement have been complied with in full.

8. Default

Upon default, notice will be provided to the Business Operator in the form of a letter by the Municipality via regular mail. Any default may attract financial or legal implications. The municipality will consider the following as a default to this agreement:

- i) Installation or placement of more than the approved quantity of containers or storage trailers or combination thereof;
- ii) Non-payment of the annual fee, as annually calculated and associated with this agreement.

9. Occupancy

The Business Operator covenants and agrees that no persons shall occupy the storage containers or trailers at any time. Human habitation is not a permitted use.

10. Successors and Assigns

The parties hereto hereby covenant and agree that this Agreement shall be binding upon them, their respective heirs, executors, administrators, successors, and assigns.

11. Invalidity

If a Court of competent jurisdiction should declare any section or part of a section of this Agreement to be invalid or unenforceable, such section or part of a section shall not be construed as being an integral part of the Agreement or having persuaded or influenced a party to this Agreement to execute the same, and it is hereby agreed that the remainder of the Agreement shall be valid and in full force and effect.

12. Counterparts

This Agreement may be simultaneously executed in several counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute but one and the same instrument.

13. Interpretation

In construing this Agreement, words in the singular shall include the plural and vice versa and words importing the masculine shall include the feminine, and neuter and vice versa, and words importing persons shall include corporations and vice versa. In the event of any conflict or ambiguity in this Agreement, the decision of the Clerk of the Municipality shall be final and binding. In the event of conflict between the main body of this Agreement and the Schedules attached hereto, the provisions in the schedules attached hereto shall apply.

14. Notice

a) Any notice or other communication required or permitted shall be given as follows:

For the Business Operator:

Canadian Tire 188
409 Government Street
Dryden, Ontario P8N 2P4

For the Municipality:

City Clerk
The Corporation of the City of Dryden
30 Van Horne Avenue
Dryden, Ontario P8N 2A7

b) Either party to this Agreement shall, at any time, give notice in writing to the other of any change of address of the party giving such notice, and the new address specified shall be deemed to be the address of such party for the giving of future notices.

IN WITNESS WHEREOF, the individual parties hereto have hereunto set their hands and seals and the corporate parties have hereunto affixed their Corporate Seal as attested to by the hands of their proper officers in that behalf duly authorized.


SIGNED, SEALED AND DELIVERED, this ____ day of January, 2025.

THE CORPORATION OF THE CITY OF DRYDEN

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)
)
) _____
) MAYOR, Jack Harrison

)
)
)
) _____
) CLERK, Allyson Euler

)
)
)
) _____
) CANADIAN TIRE 188
Owner: Alain Belanger



Witness

SCHEDULE "A"

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Dryden, legally know as;

CON 6 PT LOT 3 DES 23R7911 PARTS 1 TO 8 PCL 19425; City of Dryden, District of Kenora.

SCHEDULE "B"

409 Government Street

MPAC 2024 assessed value is \$3,149,000

Total sq ft Building Areas plus container sq ft) = 46,335 sq ft

Commercial Taxation Rate 2024: 0.04171120

\$3,149,000 / 46,335 = \$67.96 per sq ft assessed value

Therefore \$67.96 x 0.04171120 = \$2.84 per sq ft comparative tax value

26 containers (total area = 8000 sq ft) minus the sq ft for the 3 allowed under by-law = 7040 sq ft x \$2.84 = \$19,994.00