

PAYMENT IN LIEU OF PARKING AGREEMENT

This AGREEMENT made this _____ day of _____, 2025.

BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF ARRAN-ELDERSLIE

hereinafter called the "Municipality" of the First Part,

-and-

543 Queenpaisley Inc.

hereinafter called the "Owner"
of the Second Part.

WHEREAS

1. The Owner represents that it is the registered owner of certain lands located at 543 Queen Street, Paisley in the Municipality of Arran-Elderslie legally described in Schedule "A" attached to this agreement (the "Lands");
2. The Owner intends to develop the Lands for the purpose of a mixed-use building, two commercial spaces fronting Queen Street and 10 accessory apartments.
3. Zoning By-law number 36-09 Section 3.8.1.3 of the Municipality of Arran-Elderslie (the "Zoning By-law") requires the Owner to provide and maintain one parking space per accessory apartment as set out in the Zoning By-law (the "Required Parking Spaces");
4. The Owner is able to provide only seven (7) parking spaces on the Lands;
5. Subsection 40(1) of the Planning Act, R.S.O. 1990, c. 13 permits the Council of a municipality to enter into an agreement exempting an owner or occupant to the extent set out in the agreement, from the requirement of providing and maintain parking facilities on land that is not part of a highway.
6. The Municipality's Payment-in-Lieu of Parking Policy (By-Law 06-2025) permits cash payments instead of providing parking to the standard required in the Zoning By-law.
7. The Committee of Adjustment for the Municipality of Arran-Elderslie at its meeting held on May 12, 2025 granted the owner a Minor Variance (A-2025-010) for relief to Section 3.8.2.3 of the Municipality's Zoning By-Law for three spaces with the condition that the applicant enter into an agreement with the Municipality to provide Payment-in-Lieu of parking for the three (3) deficient parking spaces.
8. An exemption should be applied to only the three (3) parking spaces and that a payment-in-lieu of parking payment in the amount of \$1,500 per parking space be required.

IN CONSIDERATION of the sum of Two Dollars and other good and valuable consideration, the parties to this agreement hereby covenant and agree as follows:

Payment in Lieu of Parking Agreement

1. The Owner shall pay upon execution of the agreement to the Municipality the sum of
 - \$750 agreement fee
 - \$4,500 (\$1,500 x 3) per exempt parking space
2. The Owner shall be responsible for all cost associated with title search, registration and legal fees. These fees will be billed directly to the owner and be due upon receipt.
3. Upon receipt of the payment referred to in paragraph 1 of this agreement, the Owner shall be exempt from the requirement to provide and maintain TEN (10) parking spaces it is otherwise required to provide pursuant to the Zoning By-law and shall be required to provide seven (7) parking spaces as provided
4. The exemption provided pursuant to paragraph 3 of this agreement shall apply to the Lands only so long as the Owner complies with this agreement and the use or uses being conducted on the Lands does or do not result in the parking requirements exceeding the number of required parking spaces. The exemption under this agreement applies only to the Lands and shall not be assignable or transferable to any other lands.
5. In the event that the use or uses being conducted on the Lands changes or change in a manner that increases the parking requirements, the exemption granted under this agreement shall become null and void and the Owner shall be required to provide the number of parking spaces required by the Zoning By-law for the new use being conducted on the Lands.
6. In the event of default by the Owner of any of the terms of this agreement, this agreement shall be terminated and thereafter, any exemption granted pursuant to this agreement shall be null and void and the Owner shall be required to provide the number of required parking spaces which would have been required by the Zoning By-law prior to the exemption granted by the Committee of Adjustment for the Municipality. Subsequent to default, the Municipality shall not be liable to refund or account to the Owner for any payments made by the Owner to the Municipality pursuant to the provisions of this agreement.
7. The granting of the exemption in this agreement in no way binds or commits the Municipality to provide alternative parking in the area of the Lands or at all.
8. 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 the neuter and vice versa and words importing persons shall include corporations and vice versa.
9. The Owner hereby consents to the registration of this agreement on the title of the Lands.
10. The parties to this agreement hereby covenant and agree that this agreement shall be binding upon them, their respective heirs, executors, administrators, successors, and assigns.
11. If any provision in this agreement or the application of this agreement to any person or circumstances is found to be invalid or unenforceable to any extent, the remainder of this agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

)

) THE CORPORATION OF THE

) MUNICIPALITY OF ARRAN-ELDERSLIE

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) _____

) Mayor – Steve Hammell

)

)

) _____

) Clerk- Christine Fraser McDonald

)

) I/We have the authority to bind the

) Corporation

)

) **543 Queenpsisley Inc**

)

) _____

) Name:

) Title

)

I have the authority to bind the Corporation

Payment in Lieu of Parking Agreement

Schedule 'A'
Legal Description of "THE LANDS"

PT LOT 15 SUB OF LOT 25; QUEEN S E/S