

**CORPORATION OF THE
TOWNSHIP OF EDWARDSBURGH/CARDINAL**

BY-LAW NO. 2018-32

**"A BY-LAW TO AUTHORIZE THE AMENDMENT OF A SITE PLAN CONTROL
AGREEMENT AS AUTHORIZED BY BY-LAW 2006-04"**

WHEREAS the Council of the Corporation of the Township of Edwardsburgh/Cardinal entered into a Site Plan Control Agreement with Haycore Canada Inc by By-law 2006-04 at the regular meeting of Council on January 16, 2006; and

WHEREAS the property described in the Site Plan Control Agreement is now owned by 2506418 Ontario Inc; and

WHEREAS Authority is granted under Section 41 of the Planning Act, RSO 1990, c.P. 13, as amended to the Council of the Corporation of the Township of Edwardsburgh/Cardinal to enter into and amend such agreements; and

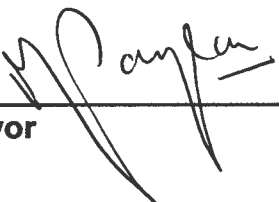
WHEREAS the Council of the Corporation of the Township of Edwardsburgh/Cardinal wishes to amend Schedules "A" through "C" to reflect the change of ownership and new use of the property.

NOW THEREFORE BE IT RESOLVED that the Council of the Corporation of the Township of Edwardsburgh/Cardinal enacts as follows:

1. That Schedules "A", "B", and "C" of By-law 2006-04 are hereby deleted and replaced with the attached new Schedules "A", "B", and "C" which shall form part of this by-law.
2. That all other provisions of By-law 2006-04 shall remain in force and effect.
3. That this by-law shall come into force and effect upon passing.

Read a first and second time in open Council this 28th day of May, 2018.

Read a third and final time, passed, signed and sealed in open Council this 28th day of May, 2018.



Mayor



Deputy Clerk

SCHEDULE "A"
Legal Description

TO AGREEMENT EXECUTED THE 28 day of May, 2018.

BETWEEN: 2506418 Ontario Inc.

AND: THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH
CARDINAL

DESCRIPTION OF THE PROPERTY

9 NEWPORT DR
Part Lot A, Plan 90
Parts 1 and 2 RP 15R-9509
Parts 1-4 RP 15R-11896
Geographic Township of Edwardsburgh
Municipality of the Township of Edwardsburgh Cardinal
County of Grenville
Property Roll # 0701 701 02009911

SCHEDULE "B"
Site Plan

TO AGREEMENT EXECUTED THE 28 day of May, 2018.

BETWEEN: 2506418 Ontario Inc.

AND: THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH
CARDINAL

CONCEPTUAL PLAN SITE PLAN

EXHIBITS: The following Exhibits attached hereto shall form part of this Schedule:

Exhibit 1 - Site Plan

SCHEDULE "C"
Special Conditions

TO AGREEMENT EXECUTED THE 28 day of May, 2018.

BETWEEN: 2506418 Ontario Inc.

AND: THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH
CARDINAL

1. ACCESS FACILITIES

- a. As per site plan forming Exhibit No. 1 of Schedule "B".

2. OFF-STREET PARKING AND LOADING

- a. As per site plan forming Exhibit No. 1 of Schedule "B" to this Agreement.
- b. All off-street parking lots and access driveways on the owner's lands are to be paved.

3. SNOW REMOVAL

- a. Responsibility of the owner.

4. WATER AND SANITARY SERVICES

- a. Sanitary waste: The property owner will be responsible for ensuring no cross connections exist and only sanitary sewage, meeting the current sewer use bylaw conditions and parameters are caused to be deposited, discharged or enter into the sanitary sewer system.
- b. Water: The property owner will be responsible for ensuring that no person shall connect, cause to be connected, or allow to remain connected, any piping fixture, fitting container or appliance, in a manner which, under any circumstance may allow water, wastewater or any harmful liquid, gas vapours or other substance to enter the water system. For any process piping or activities that have a health hazard associated with it, there shall be appropriate backflow/cross connection protection preapproved by the Environmental Services department. The property owner will comply with all applicable conditions set forth in municipal by-laws regulating connections and water use.

5. FLOODLIGHTING

- a. Parking lots and access driveways on the owner's land are to be illuminated to the requirements of the Chief Building Official.

6. LANDSCAPING & FENCING

- a. As per site plan forming Exhibit No. 1 of Schedule "B" to this Agreement.

7. REFUSE STORAGE AND DISPOSAL

- a. A refuse storage container shall be provided by the owner.
- b. The owner shall be responsible for the disposal of refuse from their property.

8. LOCATION OF BUILDING STRUCTURES AND FACILITIES

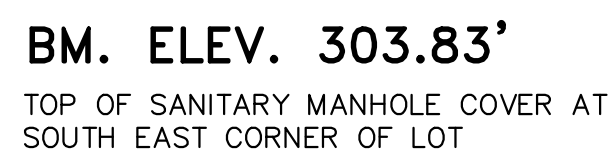
- a. As per Building Elevation Plans forming Exhibit No. 2 of Schedule "B" to this Agreement.

9. ELEVATIONS

- a. As per Building Elevation Plans forming Exhibit No. 2 of Schedule "B" to this Agreement.

10. SIGNS

- a. Any sign to be erected facing County Road 2 must conform with the requirements of the United Counties of Leeds & Grenville and permission for its installation must be obtained from the Counties.

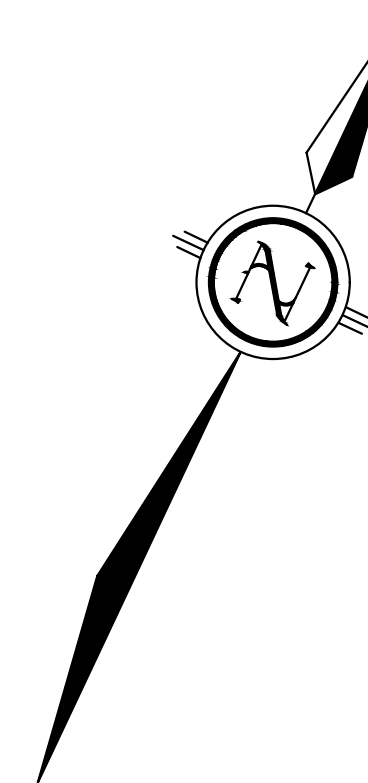


1. ALL WORK ON TOWNSHIP PROPERTY TO BE PERFORMED BY A CONTRACTOR APPROVED BY THE TOWNSHIP.
2. CONTRACTOR TO VERIFY ALL DIMENSIONS AND ELEVATIONS PRIOR TO START OF CONSTRUCTION.
3. CONTRACTOR TO OBTAIN ALL NECESSARY PERMITS PRIOR TO START OF CONSTRUCTION.

	<u>REQUIRED</u>	<u>PROPOSED</u>	
MIN. LOT AREA	2.47 Acres	2.1 Acres	EXISTING
MIN. LOT FRONTAGE	147.64 ft.	200.0 ft.	
MAX. LOT COVERAGE	30%	11.6%	
MIN. FRONT YARD (NEWPORT DRIVE)	32.8 ft.	278.35 ft.	
(COUNTY RD. No.2)	32.8 ft.	60.0 ft.	
MIN. INTERIOR SIDE YARD	32.8 ft.	31.0 ft.	EXISTING
MAX. BUILDING HEIGHT	49.2 ft.	21.9 ft.	

BUILDING AREA	10,541 sq.ft.
ASPHALT AREA	50,743.6 sq.ft.
LANDSCAPE AREA	29,833.9 sq.ft.

○	SAN. MH	SANITARY MANHOLE
○	ST. MH	STORM MANHOLE
□	C.B.	CATCH BASIN
_____ W _____		WATER SERVICE
_____ - - - - -		SANITARY SEWER
_____ - - - - -		STORM SEWER
_____ G _____		GAS MAIN
_____ C _____		BURIED UNDERGROUND CABLE TV.
_____ B _____		BURIED UNDERGROUND BELL, CABLE & ELEC. SERVICE
_____ B _____		BURIED UNDERGROUND BELL TELEPHONE
		ORIGINAL CONTOUR
		ORIGINAL GRADE
		GRADE
		SWALE GRADE
		DIRECTION OF DRAINAGE
		LIGHT STANDARD
		IRON BAR
		FIRE HYDRANT
		HYDRO POLE
		WATER VALVE



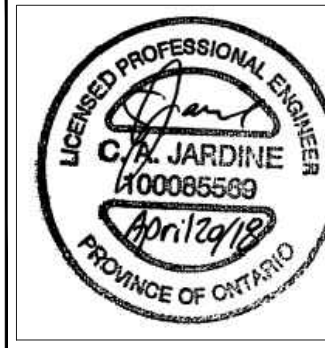
NOTE:
CONTRACTOR TO CONTACT UTILITY
COMPANIES TO DETERMINE TYPE,
LOCATION, AND CONFIGURATION OF
EXISTING PLANT.

2	RJM	2018-05-10	SITE CONTROL PLAN AMENDMENT
1	BCA	2018-04-24	ISSUED FOR PERMIT
No.	By	Date	Revisions

All drawings, specifications and related documents are the copyright property of the Engineer and must be returned upon request. Reproduction of drawings, specifications, and related documents in part or whole is forbidden without the Engineers' written permission.

The contractor must check and verify all dimensions on the job prior to start of construction.

Drawings are not to be scaled.



**EEASTERN
ENGINEERING GROUP INC.**
CONSULTING ENGINEERS

Brockville Centre
125 Stewart Blvd, Suite 212
Brockville, Ont. K6V 4W4

Telephone: (613) 345-0400
Facsimile: (613) 345-0008
Web: www.easteng.com



Project Title:

**PURPLEFARM GENETICS
INC.
9 NEWPORT DRIVE
EDWARDSBURGH TOWNSHIP**

Drawing Title:

SITE PLAN

Design:	Checked:	Approved:	Project No.:
Drawn:	Checked:	Date:	Contract No.:

<p>Scale:</p>  <p>Horizontal: 1"=30'</p>  <p>Vertical:</p>	<p>Drawing No.:</p> <h1>C1</h1> <p>City: C155, C. New York</p>
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C1

ACKNOWLEDGEMENT AND DIRECTION

TO: Samantha Berry
(Insert lawyer's name)

AND TO: AULT & AULT
(Insert firm name)

RE: Notice of Amendment to Agreement ("the transaction")
(Insert brief description of transaction)

This will confirm that:

- I/We have reviewed the information set out in this Acknowledgement and Direction and in the documents described below (the "Documents"), and that this information is accurate;
- You, your agent or employee are authorized and directed to sign, deliver, and/or register electronically, on my/our behalf the Documents in the form attached.
- You are hereby authorized and directed to enter into an escrow closing arrangement substantially in the form attached hereto being a copy of the version of the Document Registration Agreement, which appears on the website of the Law Society of Upper Canada as the date of the Agreement of Purchase and sale herein. I/We hereby acknowledge the said Agreement has been reviewed by me/us and that I/We shall be bound by its terms;
- The effect of the Documents has been fully explained to me/us, and I/we understand that I/we are parties to and bound by the terms and provisions of the Documents to the same extent as if I/we had signed them; and
- I/we are in fact the parties named in the Documents and I/we have not misrepresented our identities to you.
- I, _____, am the spouse of _____, the (Transferor/Chargor), and hereby consent to the transaction described in the Acknowledgment and Direction. I authorize you to indicate my consent on all the Documents for which it is required.

DESCRIPTION OF ELECTRONIC DOCUMENTS

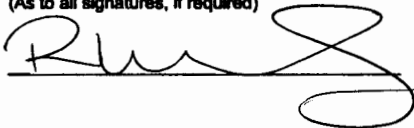
The Document(s) described in the Acknowledgement and Direction are the document(s) selected below which are attached hereto as "Document in Preparation" and are:

- ☐ A Transfer of the land described above.
- ☐ A Charge of the land described above.
- ☐ Other documents set out in Schedule "B" attached hereto.

Dated at Spencerville, this 8 day of November, 2018.

WITNESS

(As to all signatures, if required)



THE CORPORATION OF THE TOWNSHIP OF
EDWARDSBURGH/CARDINAL



PATRICK SANEAU, MAYOR



DEBRA MCKINSTRY, CAO

WE HAVE AUTHORITY TO BIND THE CORPORATION

Properties

PIN 68155 - 0631 LT
Description PT LT A PL 90 EDWARDSBURGH PT 1 & 2, 15R9509; S/T PR28287;
EDWARDSBURGH/CARDINAL
Address 9 NEWPORT DR
PRESCOTT

PIN 68155 - 0878 LT
Description PT LT A PL 90 EDWARDSBURGH PARTS 1, 2, 3, & 4 ON 15R11896; S/T AN
EASEMENT OVER PART 3 & 4 ON 15R-11896 AS IN PR28293; S/T AN EASEMENT
OVER PARTS 2 & 3 ON 15R-11896 FOR UTILITIES AS IN GC50573; TOWNSHIP OF
EDWARDSBURGH/CARDINAL
Address PRESCOTT

Consideration

Consideration \$0.00

Applicant(s)

The notice is based on or affects a valid and existing estate, right, interest or equity in land

Name THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH/CARDINAL
Acting as a company
Address for Service

This document is not authorized under Power of Attorney by this party.

This document is being authorized by a municipal corporation Patrick Sayeau, Mayor and Debra McKinstry, Clerk.

Statements

This notice is pursuant to Section 71 of the Land Titles Act.

This notice is for an indeterminate period

Schedule:

This document relates to registration number(s) PR194171

Properties

PIN	68155 - 0631	LT	
Description	PT LT A PL 90 EDWARDSBURGH PT 1 & 2, 15R9509; S/T PR28287; EDWARDSBURGH/CARDINAL		
Address	9 NEWPORT DR PRESCOTT		
PIN	68155 - 0878	LT	<input checked="" type="checkbox"/> Redescription
Description	PT LT A PL 90 EDWARDSBURGH PARTS 1, 2, 3, & 4 ON 15R11896; S/T AN EASEMENT OVER PART 3 & 4 ON 15R-11896 AS IN PR28293; TOWNSHIP OF EDWARDSBURGH/CARDINAL		
Address	PRESCOTT		

Consideration

Consideration	\$0.00
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Applicant(s)

The notice is based on or affects a valid and existing estate, right, interest or equity in land

Name	THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH/CARDINAL
Address for Service	18 Centre Street Spencerville, ON K0E 1X0
This document is not authorized under Power of Attorney by this party.	
This document is being authorized by a municipal corporation Patrick Sayeau, Mayor and Debra McKinstry, Clerk.	

Statements

This notice is pursuant to Section 71 of the Land Titles Act.

This notice is for an indeterminate period

Schedule: See Schedules

This document relates to registration number(s)PR194171

Signed By

Carolyn Marie Hedge	Box 428, 522 St. Lawrence St. Winchester K0C 2K0	acting for Applicant(s)	Signed	2018 11 09
Tel	613-774-2670			
Fax	613-774-2266			
I have the authority to sign and register the document on behalf of the Applicant(s).				

Submitted By

AULT & AULT	Box 428, 522 St. Lawrence St. Winchester K0C 2K0	2018 11 09
Tel	613-774-2670	
Fax	613-774-2266	

Fees/Taxes/Payment

Statutory Registration Fee	\$64.40
Total Paid	\$64.40

CORPORATION OF THE
TOWNSHIP OF EDWARDSBURGH/CARDINAL

**AMENDMENT TO SITE CONTROL AGREEMENT
REGISTERED AS INSTRUMENT PR194171
AS AUTHORIZED BY BY-LAW 2018-32**

THIS AGREEMENT made in triplicate this day of June, 2018.

BETWEEN: 2506418 ONTARIO INC.

Hereinafter called the "Owner" of the first part

AND: THE CORPORATION OF THE TOWNSHIP OF
EDWARDSBURGH/CARDINAL

Hereinafter called the "Township" of the second part

WHEREAS the Council of the Corporation of the Township of Edwardsburgh/Cardinal entered into a Site Plan Control Agreement with Haycore Canada Inc by By-Law 2006-04 at the regular meeting of Council on January 16, 2006, which Agreement was registered on March 10, 2006 as Instrument No. PR194171; and

WHEREAS the property described in the Site Plan Control Agreement was conveyed to the Owner by Transfer/Deed GC40878 on May 6, 2016; and

WHEREAS Authority is granted under Section 41 of the Planning Act, RSO 1990, c.P. 13, as amended to the Council of the Township to enter into and amend such agreements; and

WHEREAS the Council of the Township wishes to amend Schedules "A" through "C" to reflect the change in description, ownership and new use of the property.

NOW THEREFORE This Agreement witnesseth that, in consideration of other valuable considerations and the sum of one dollar (\$1.00) of lawful money of Canada now paid by the Owner to the Township (receipt whereof is hereby acknowledged) the parties hereby covenant and agree one with the other as follows:

1. That Schedules "A", "B", and "C" of Site Plan Control Agreement, authorized by By-law 2006-04 and registered on title as Instrument No. PR194171 on March 10, 2006 shall be deleted and replaced with the attached now Schedules "A", "B", and "C" which shall form part of this Agreement.
2. That all other provisions of Site Plan Control Agreement Instrument No. PR194171 shall remain in force and effect.

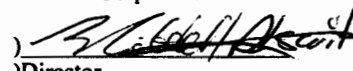
IN WITNESS WHEREOF the parties hereto have executed this Agreement.

THE CORPORATION OF THE TOWNSHIP
OF EDWARDSBURGH/CARDINAL

) 
Mayor
) 
Clerk

We have authority to
bind the Corporation

2506418 ONTARIO INC.

) 
Director
) _____
Director

I/We have authority to
Bind the Corporation

SCHEDULE "A"
Legal Description

TO AGREEMENT EXECUTED THE 28 day of May, 2018.

BETWEEN: 2506418 Ontario Inc.

AND: THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH
CARDINAL

DESCRIPTION OF THE PROPERTY

9 NEWPORT DR
Part Lot A, Plan 90
Parts 1 and 2 RP 15R-9509
Parts 1-4 RP 15R-11896
Geographic Township of Edwardsburgh
Municipality of the Township of Edwardsburgh Cardinal
County of Grenville
Property Roll # 0701 701 02009911

SCHEDULE "B"
Site Plan

TO AGREEMENT EXECUTED THE 28 day of May, 2018.

BETWEEN: 2506418 Ontario Inc.

AND: THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH
CARDINAL

CONCEPTUAL PLAN SITE PLAN

EXHIBITS: The following Exhibits attached hereto shall form part of this Schedule:

Exhibit 1 - Site Plan

SCHEDULE "C"
Special Conditions

TO AGREEMENT EXECUTED THE 28 day of May, 2018.

BETWEEN: 2506418 Ontario Inc.

AND: THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH
CARDINAL

1. ACCESS FACILITIES

- a. As per site plan forming Exhibit No. 1 of Schedule "B".

2. OFF-STREET PARKING AND LOADING

- a. As per site plan forming Exhibit No. 1 of Schedule "B" to this Agreement.
- b. All off-street parking lots and access driveways on the owner's lands are to be paved.

3. SNOW REMOVAL

- a. Responsibility of the owner.

4. WATER AND SANITARY SERVICES

- a. Sanitary waste: The property owner will be responsible for ensuring no cross connections exist and only sanitary sewage, meeting the current sewer use bylaw conditions and parameters are caused to be deposited, discharged or enter into the sanitary sewer system.
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5. FLOODLIGHTING

- a. Parking lots and access driveways on the owner's land are to be illuminated to the requirements of the Chief Building Official.

6. LANDSCAPING & FENCING

- a. As per site plan forming Exhibit No. 1 of Schedule "B" to this Agreement.

7. REFUSE STORAGE AND DISPOSAL

- a. A refuse storage container shall be provided by the owner.
- b. The owner shall be responsible for the disposal of refuse from their property.

8. LOCATION OF BUILDING STRUCTURES AND FACILITIES

- a. As per Building Elevation Plans forming Exhibit No. 2 of Schedule "B" to this Agreement.

9. ELEVATIONS

- a. As per Building Elevation Plans forming Exhibit No. 2 of Schedule "B" to this Agreement.

10. SIGNS

- a. Any sign to be erected facing County Road 2 must conform with the requirements of the United Counties of Leeds & Grenville and permission for its installation must be obtained from the Counties.

