

CORPORATION OF THE
TOWNSHIP OF EDWARDSBURGH CARDINAL

BY-LAW NO. 2020-74

**"A BY-LAW TO AUTHORIZE THE EXECUTION OF
A SITE PLAN CONTROL AGREEMENT"**

WHEREAS: The Council of the Corporation of the Township of Edwardsburgh Cardinal deems it advisable to enter into a Site Plan Control Agreement with 5010792 Ontario Inc. respecting development of a property described as:

PT LT 11-12 CON 2 EDWARDSBURGH; EDWARDSBURGH/CARDINAL SUBJECT
TO AN EASEMENT IN GROSS OVER PT 1, 15R11098 AS IN PR216961



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 such agreement;

NOW THEREFORE: The Council of the Corporation of the Township of Edwardsburgh/Cardinal enacts as follows:

1. That the Mayor and Clerk are hereby authorized to execute an agreement with 5010792 Ontario Inc. and that a signed copy of said agreement is attached hereto as Schedule "A".
2. That bylaw 2020-43 and all other bylaws previously passed that are inconsistent with the provisions of this bylaw are hereby repealed.
3. That this bylaw shall come into force and take effect on the date of passing.

Read a first and second time in open Council this 23 day of November, 2020.

Read a third and final time, passed, signed and sealed in open Council this 23 day of November, 2020.

 _____ Mayor	 _____ Clerk
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**THE CORPORATION OF THE
TOWNSHIP OF EDWARDSBURGH/CARDINAL
SITE PLAN CONTROL AGREEMENT**

THIS AGREEMENT made in triplicate this 3 day of MARCH, 2021

BETWEEN: 5010792 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 Owner has applied to the Township in accordance with the Site Plan Control provisions of Bylaw No. 2002-31, to permit the development of the lands described in Schedule "A" attached hereto;

AND WHEREAS the Owner has agreed with the Township to undertake, furnish and perform the works, material, matter and things required to be done, furnished and performed in the manner hereafter described in connection with the proposed use of the land and in conformity with the Zoning Bylaw;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of other good and valuable consideration and the sum of two dollars (\$2.00) of lawful money of Canada now paid by the Owner to the Municipality, the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. Statutes, Bylaws, Licenses, Permits and Regulations

The Owner undertakes and agrees that prior to the commencement of any development, redevelopment, site alteration, construction or other works, the Owner shall obtain all necessary permits and approvals required by the Government of Canada, the Province of Ontario or any agency thereof, the Township and any other affected agency. The Owner undertakes and agrees to comply with the requirements of all relevant municipal bylaws, provincial and federal statutes and regulations, permits, approvals or licenses in addition to the terms of this agreement.

2. Schedules

The Owner hereby agrees that prior written approval by the Township and/or an amendment to a Schedule shall be required for any departure, change or modification from the Schedules.

The following list of schedules attached hereto are deemed to be and form part of this Agreement:

2.1 Schedule "A" -Legal Description of the Land to which this Agreement applies.

2.2 Schedule "B" -Site Plan.

2.3 Schedule "C" -Special Conditions.

3. Land to Which this Agreement Applies

This Agreement is deemed to apply to the lands described in Schedule "A".

4. Registration of Agreement and Commencement of Work

The Owner covenants that he/she/they shall not commence any development or site alteration whatsoever until this Agreement is registered on title against the land at the expense of the Owner.

5. Completion Date

The owner agrees to complete the work required under this Agreement within one (1) year of the date of the commencement of works. Notwithstanding, if exceptional circumstances prevent the owner from complying with the requirements, the Township may extend the completion date.

6. Default

In the event the Owner defaults in the performance of an obligation under this agreement or for reasons of public safety as determined by the Chief Building Official under the Building Code Act of Ontario or the Fire Marshall under the Fire Protection & Prevention Act of Ontario, the Township may, at the expense of the Owner, enter upon the lands and do all such matters and things as may be required to comply with any Order of the Chief Building Official or Assistant to the Fire Marshall (local Fire Chief). Such actual costs incurred by the Township plus an overhead charge of 15%, shall be deemed to be recoverable from the Owner by invoice and may be recovered in like manner as municipal taxes pursuant to the Municipal Act.

7. Facilities and Work to be Provided and Maintained

The Owner covenants and agrees to provide and maintain, at his/her/their sole expense each and every facility, work or other matter illustrated on the Schedules to the satisfaction of the Township, acting in a commercially reasonable manner, and to engage qualified professionals, where required, to design and carry forth any of the work undertaken under this Agreement. This shall include the restoration of any faulty workmanship or materials.

8. Certificate of Compliance

Upon the satisfactory completion of all matters and things to be provided and maintained by the Owner pursuant to this Agreement, the Owner shall be entitled to obtain a Certificate of Compliance from the Township confirming that all provisions of this Agreement have been complied with in full to the date of such Certificate.

9. Notice to Parties

Any Notice by any party to this agreement to another shall be given in writing and mailed or delivered to the Party:

9.1 In the case of the Municipality:

To the Clerk of the Township of Edwardsburgh/Cardinal
18 Centre Street
P.O. Box 129
Spencerville, ON K0E 1X0

9.2 In the case of the Owner(s):

5010792 ONTARIO INC
C/O John Wynands
2049 Wynands Road
Cardinal, ON K0E 1E0

10. Severability

The terms of this agreement are severable, and the unenforceability of any part hereof shall not render the whole unenforceable. No forbearance or failure by the Township to strictly enforce any term or covenant herein shall prevent the Township from insisting upon strict compliance by the Owner subsequent to such

forbearance or failure to strictly enforce its terms. The terms of this agreement may not be altered except by a subsequent agreement in writing between the parties.

11. Successors and Assigns

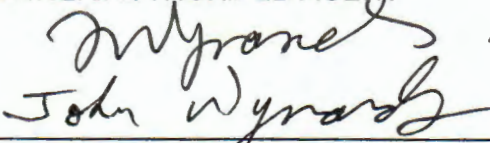
This Agreement shall ensure to the benefit of and be binding upon the respective heirs, personal representatives, successors and assigns of each of the parties hereto.

12. Force and Effect

This Agreement comes into force after it has been executed by all parties hereto and registered against the title to the lands described in Schedule "A".

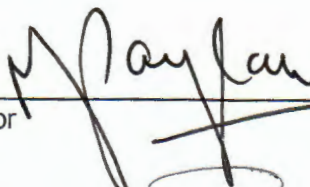
IN WITNESS WHEREOF the Parties have hereunto set their hands and seals, corporate parties over the hand(s) of their duly authorized signing officers in that regard.

OWNER/AUTHORIZED AGENT

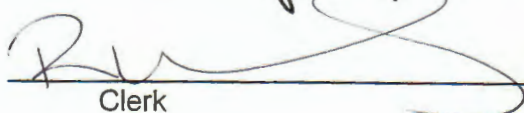


5010792 ONTARIO INC

CORPORATION OF THE TOWNSHIP OF
EDWARDSBURGH/CARDINAL



Mayor



Clerk

SCHEDULE "A"

Site Plan Control Agreement

DESCRIPTION OF THE PROPERTY

PT LT 11-12 CON 2 EDWARDSBURGH; EDWARDSBURGH/CARDINAL SUBJECT
TO AN EASEMENT IN GROSS OVER PT 1, 15R11098 AS IN PR216961

SCHEDULE "B"

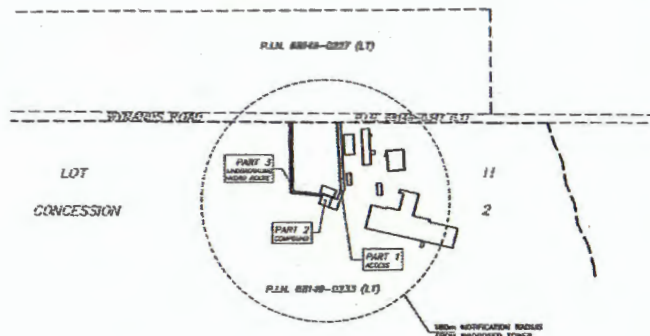
Site Plan Control Agreement

SITE PLAN

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

Exhibit 1- General Site Plan

KEY PLAN

NOTIFICATION RADIUS PLAN
SOME LOCATIONS

SITE PLAN

PROPOSED

TELECOMMUNICATIONS INSTALLATION

PART OF LOT 11 & 12
CONCESSION 2
TOWNSHIP OF EDWARDSBURGH
COUNTY OF GRENVILLE

SCALE 1 : 600



ALEX MARTON LTD
CHAND LIND SUPERSTORE

METRIC

METRIC
DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METERS AND CAN
BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

SCHEDULE

INTEGRATION NOTE

DISTANCES SHOWN ARE GRID DISTANCES AND ARE DERIVED FROM OBSERVED REFERENCE POINTS (DIP'S) 1 AND 2 BY MEAS. THE NEIGHBOR OBSERVATIONS. WITH ZONE 18, MAG. 43 (CROSS) (1967.8 EPOCH).

INTEGRATION DATA

ELEVATION NOTE

ELEVATIONS SHOWN HEREIN ARE GROUND
AND ARE DERIVED FROM GPS OBSERVATIONS
USING REAL TIME NETWORK OBSERVATIONS.

SURVEYOR'S CERTIFICATE

6. THE SURVEY WAS COMPLETED ON THE 2ND DAY OF OCTOBER 2018.

October 19, 2019


A. MERVIN
CHIEF, LOS ANGELES

AMENDMENTS

	LATITUDE	N44°48'24.0"
		44.806658
	LONGITUDE	W75°25'33.6"
		75.426007
	ELEVATION	90.5

SITE: (OCN15501)



ALEX MARTON LIMITED
 OHTAWA LAND SURVEYORS
 100 APPLETON CRESCENT, UNIT 8,
 OSHAWA, ONTARIO, L4H 4H9
 PHONE: 905-478-9999 FAX: 905-478-9796
 E-MAIL: alexmarton@troying.ca
 WEBSITE: www.alexmarton.ca

- [illegible]

LEGEND

FIN	CODES	PROPERTY IDENTIF NUMBER
MP	"	URBAN POLE
CE	"	CENTRALINE
Q/M	"	OVER-CAD
NO	"	TOP OF BRNK
BO	"	BOTTOM OF BRNK
CLD	"	CENTRALINE OF BRNK

[illegible]

ELEVATION PLAN
NOT TO SCALE



PROPOSED COMPOUND LAYOUT PLAN
SCALE 1:250



SCHEDULE "C"

Site Plan Control Agreement

SPECIAL CONDITIONS

1. Access Facilities

a) Access to the site will be via a private driveway owned and maintained by the owners, as per site plan forming Exhibit No.1 of Schedule "B" to this agreement.

2. Refuse Storage and Disposal

a) The owner shall be responsible for the disposal of refuse from his property.

3. Location of Building Structures and Facilities

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

4. Elevations

a) As per Building Elevation Plans, forming Exhibit No.1 of Schedule "B" to this Agreement.



Document General

Do Process Software • (416) 322-5111

D

Form 4 — Land Registration Reform Act

<p>PR217940</p> <p>2022/02/04 @ 15:18</p> <p>15</p> <p>Office: <i>[Signature]</i></p> <p>Land Registrar</p>		(1) Registry <input checked="" type="checkbox"/> Land Titles <input type="checkbox"/>	(2) Page 1 of pages 10
		(3) Property Identifier(s) Block 68149 - Property 0233	Additional: See Schedule <input type="checkbox"/>
		(4) Nature of Document Site Plan Control Agreement	
		(5) Consideration Dollars \$	
		(6) Description Pt Lt 11-12 Con 2 Edwardsburgh; Edwardsburgh/Cardinal; Subject to an easement in gross over Pt 1, 15R11098 as in PR216961	
New Property Identifiers Additional: See Schedule <input type="checkbox"/>		(7) This Document Contains: (a) Redescription New Easement Plan/Sketch <input type="checkbox"/> (b) Schedule for: Description <input type="checkbox"/> Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/>	
Executions Additional: See Schedule <input type="checkbox"/>			
(8) This Document provides as follows:			
Continued on Schedule <input type="checkbox"/>			
(9) This Document relates to instrument number(s)			
(10) Party(ies) (Set out Status or Interest)			
Name(s)		Signature(s)	Date of Signature Y M D
The Corporation of the Township of Edwardsburgh/Cardinal		<i>[Signature]</i>	2021 04 19
Patrick Sayeau Mayor		<i>[Signature]</i>	2021 04 19
David Grant CAO			
We have authority to bind the corporation			
(11) Address for Service 18 Centre Street, Spencerville, Ontario, K0E 1X0			
(12) Party(ies) (Set out Status or Interest)			
Name(s)		Signature(s)	Date of Signature Y M D
(13) Address for Service			
(14) Municipal Address of Property Vacant Land Brouseville Road, Cardinal, Ontario, K0E 1E0		(15) Document Prepared by: Ault & Ault 522 St. Lawrence Street P.O. Box 428 Winchester, ON K0C 2K0	
		Fees and Tax Registration Fee 166.30 Total 166.30	