

**THE CORPORATION OF THE
TOWNSHIP OF EDWARDSBURGH/CARDINAL
BYLAW NO. 2016-24**

**"A BYLAW 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 Giant Tiger Stores Ltd. respecting the development of a property described as:

Part of Lots 32 and 33, Concession 1, Edwardsburgh; and
Part of Lots A and B, Plan 90, designated as Part 1 on Plan 15R-11762;
Township of Edwardsburgh/Cardinal
Identified as Part of PIN 68155-0811 (LT)
1 Giant Tiger Boulevard
Johnstown, Ontario

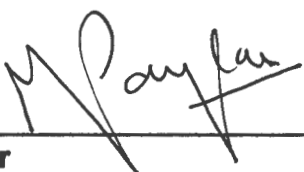
AND WHEREAS: Authority is granted under Section 41 of the Planning Act, RSO 1990, c.P.13, as amended, to the Council of the Corporation of the Township of Edwardsburgh/Cardinal to enter into such an agreement;

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

1. That the Mayor and Clerk be and are hereby authorized to execute an agreement with Giant Tiger Stores Ltd.; copy of the said agreement is attached to this Bylaw.

Read a first and second time in open Council this 25th day of February, 2016.

Read a third and final time, passed, signed and sealed in open Council this 4th day of April, 2016.



Mayor



Clerk

SITE PLAN AGREEMENT

Part of Lots 32 and 33, Concession 1, Edwardsburgh; and
Part of Lots A and B, Plan 90, designated as Part 1, on Plan 15R-11762;

TOWNSHIP OF EDWARDSBURGH/CARDINAL

Identified as Part of PIN 68155-0811 (LT)

BETWEEN

GIANT TIGER STORES LIMITED

AND

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

April 4, 2016

TABLE OF CONTENTS

SECTION	PAGE
1. DEFINITIONS	4
2. LANDS	5
3. SCOPE OF WORKS AND CONFORMITY	6
4. COPIES OF PLANS TO BE KEPT ON SITE	6
5. ENTIRE APPROVAL/REVISIONS TO PLANS	6
6 GENERAL	6
7 BUILDING AND PLANNING REQUIREMENTS	7
8 REGISTRATION AND ISSUANCE OF BUILDING PERMITS	9
9 FAILURE TO COMPLY	9
10 LANDSCAPING REQUIREMENTS	10
11 SERVICING AND EASEMENT REQUIREMENTS	10
12 IMPLEMENTATION OF REPORTS AND STUDIES	11
13 COMPLETION TIME LIMIT	12
14 EXPIRY	12
15 FINANCIAL REQUIREMENTS	12
16 INSURANCE	15
17 RELEASE OF PLANS	15
18 INDEMNITIES	16
19 GENERAL CONDITIONS	16
20 BINDING EFFECT; ASSIGNMENT	17
21 SEVERABILITY	17
22 EFFECTIVE DATE	17
23 COUNTERPARTS	17

24 INTERPRETATION	17
25 DISPUTE RESOLUTION	17
Schedule "A" - Legal Description	19
Schedule "B" - Plans	20
Schedule "C" - Financial Requirements	21
Schedule "D" - Form of Letter of Credit	22
Schedule "E" - Additional Township Conditions	24
Schedule "F" - Consent of Mortgagee/Chargee / the lawyer form letter	29
Schedule "G1"- Fire Protection Plan – Underground Piping Plan	Pending
Schedule "G2"- Fire Protection Plan – Underground Piping Details	Pending

THIS AGREEMENT MADE BETWEEN: GIANT TIGER STORES LIMITED
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 Township of Edwardsburgh/Cardinal has enacted Site Plan Control By-law pursuant to the provisions of Section 41 of the Planning Act R.S.O. 1990, Chapter P.13, as amended;

AND WHEREAS the Owner is the Owner of the lands, more particularly described in the Schedule hereto annexed and marked "A", and which are hereinafter referred to as the "Site";

AND WHEREAS the Owner and the Township have agreed to certain matters hereinafter expressed relating to the planning and development of the lands pursuant to the Township's Site Plan Control By-law:

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the approval of the plans for the development on the subject parcel of land by the Township and the sum of One Dollar (\$1.00) of lawful money of Canada paid by the Township to the Owner the receipt whereof is hereby acknowledged by the Owner, the Owner and the Township agree as follows:

1. DEFINITIONS

In this Agreement:

"ACCEPTANCE" - means the date on which the Township accepts that all works and obligations which are constructed, installed, supplied or performed by the Owner pursuant to this Agreement and further referred to in this Agreement;

"AGREEMENT" - shall mean this Agreement and the Schedules which Schedules shall also be deemed to be covenants as though specifically set out therein;

"APPROVAL" - means the Township is satisfied that certain works have been constructed, installed or performed to the satisfaction of the Township, and as required in this Agreement;

"TOWNSHIP" - shall mean the Corporation of the Township of Edwardsburgh/Cardinal and shall include its successor and assigns and its officers, employees, agents, and contractors;

"CHIEF BUILDING OFFICIAL" - shall mean the person appointed by the Township as the Chief Building Official, or his/her designate;

"TOWNSHIP ENGINEER" - Means the Director of Operations of the Corporation of the Township of Edwardsburgh/Cardinal or such other person or persons designated;

"TOWNSHIP TREASURER" - shall mean the Treasurer of the Corporation of the Township of Edwardsburgh/Cardinal or such other person or persons so designated;

"LANDSCAPE ARCHITECT" - means a landscape architect in good standing with the Ontario Association of Landscape Architects or the Canadian society of Landscape Architects;

"LETTER OF CREDIT" - means a letter of credit provided by the Owner to the Township in accordance with the requirements of this Agreement;

"MAINTAIN" - includes repair, replace, and/or keep operational;

"PLAN(S)" OR "SITE PLAN" - means the Site Plan and all associated plans approved by Council and includes the land described in Schedule "A";

"ROAD" - shall mean those public roads or any part thereof, any daylighting triangles, and areas of road widening shown or laid out on the Site Plan. The use of "Street" or "Public Highway" shall be synonymous with "Road";

"WORKS" - shall mean the whole works, materials, matters and things required by this Agreement to be supplied, performed, or constructed.

2. LANDS

The Owner agrees that the land affected by this Agreement shall be those described in Schedule "A". The Owner warrants that it is the Owner in fee simple of the lands described in Schedule "A". The lands are shown on the plans attached to Schedules "B1" to "B10" inclusive:

Schedule "B1"-	Overall Site Plan
Schedule "B2" -	Site Plan
Schedule "B3" -	Main Building Elevations – P03
Schedule "B4" -	Main Building Elevations – P04
Schedule "B5" -	Architectural Plan – P05 – Offices Ground Floor
Schedule "B6" -	Architectural Plan – P06 – Offices Second Floor
Schedule "B7" -	Truck Maintenance Plan & Elevations – P07
Schedule "B8" -	Guardhouse Plan & Elevations – P08

Schedule "B9" - Pumphouse Plan & Elevations – P09

Schedule "B10"- Landscape Plan

3. SCOPE OF WORKS AND CONFORMITY

The Owner agrees to construct and maintain the proposed development in conformity with this Agreement and Schedules attached hereto. No works shall be erected on the lands other than those erected in conformity with the said Schedules. It is understood and agreed that written approval of the Township, in a form determined solely by the Township, is required prior to any departure from the specifications of the Schedules being undertaken.

4. COPIES OF PLANS TO BE KEPT ON SITE

Legible copies of the approved plans and construction drawings, attached hereto as Schedules, shall be kept on site on the subject lands throughout the period of construction for guidance of those employed to construct the Works identified herein. Legible large scale copies of the identified Plans shall be available from the offices of the Chief Building Official.

5. ENTIRE APPROVAL/REVISIONS TO PLANS

The Owner acknowledges and agrees that the provisions of this Agreement do not comprise the entire Site Plan Approval and reference must be made to the actual approval document, obtained from the Township of Edwardsburgh/Cardinal. The owner covenants and agrees to satisfy all conditions of approval and abide by all municipal by-laws, statutes, and regulations. The Owner further acknowledges and agrees that reference must be made to the latest approved plans containing minor "Red-Line" revisions to the plans attached hereto, if necessary. These approved revised plans shall also be kept in accordance with Clause 4 of this Agreement.

6. GENERAL

a) The Owner shall not call into question, directly or indirectly, in any proceeding whatsoever, in law or in equity, or before any administrative tribunal, the right of the Township to enter into this Agreement and to enforce each and every term, covenant and condition herein contained.

b) The Owner covenants and agrees with the Township that if the Owner sells or conveys the lands herein described as the "Site" or any part thereof; that each transfer of an interest in land shall contain a covenant on the part of the Grantee in such Deed binding itself, its heirs, executors administrators, successors and assigns to the terms of this Agreement. Furthermore,

the carrying out of the Works and obligations of the Owner under this Agreement shall include a similar covenant in all subsequent Deeds of Grant of the said lands until the Works and obligations of the Owner under this Agreement have been fully performed. All covenants and Agreements herein contained, assumed by, or imposed upon the Owner are deemed to be covenants which run with and bind the lands herein described and every part thereof.

- c) The Owner agrees that there will be no subdivision of the lands herein described on Schedule "A" except by application pursuant to the provisions of the Planning Act, R.S.O. 1990, Chapter P13, as amended.
- d) The Owner shall provide, in addition, digital copies of plans included in the Schedules of this Agreement in a pdf format and AutoCAD.
- e) The Owner shall submit to the Chief Building Official, a certified building location survey prepared by an Ontario Land Surveyor, including foundation elevations, upon completion of the foundation, to ensure interim compliance with the relevant performance standards of the Township's Zoning By-law.
- f) The Owner shall supply to the Chief Building Official, one set of mylar or plastic film "as-constructed" road, grading and service drawings including the location of all works, certified under seal by a Professional Engineer, for Township records, upon completion of the Works. Furthermore, the Owner may be required to provide the "as-constructed" information and attribute data for the works in an electronic form that is compatible with the Township's computer systems.
- g) The Owner covenants and agrees to satisfy all conditions of approval and abide by all municipal by-laws, statutes and regulations.
- h) The Owner shall provide and maintain the number of parking spaces or areas that are required for the proposed use of the Site pursuant to the provisions of the Township's Zoning By-law, for the sole use of the Owner, occupants, or other persons entering upon or making use of the said premises.

7. BUILDING AND PLANNING REQUIREMENTS

- a) The Owner shall not commence or permit the commencement of any building or structure before the issuance to the Owner by the Township of a building permit. While the Township normally will not issue a building permit until such time as this Agreement is registered on Title, in this instance the Township will issue foundation permit(s) once the plans are approved and securities for site works have been provided.
- b) The Owner further agrees that the proposed building(s) and other Works including landscaping detail specified in the Schedules attached hereto shall be erected in conformity with the said Schedules to the satisfaction of the Township and shall be completed within twenty-four (24) months of the issuance of the building permit issued for the Site. No buildings or other Works shall be erected on the said lands other than those in conformity with Schedules. It is

understood and agreed that written authority of the Township shall be obtained prior to any alterations being made which would in any way represent a departure from the specifications detailed in the said Schedules. It is also understood and agreed that failure to comply with any term or condition contained herein or with the Schedules attached hereto will result in withdrawal of the building permit, in which case the Owner hereby agrees to cease all works on the herein described lands, immediately on receipt of notice by the Township of withdrawal of the building permit, until such time as written authority is obtained from the Township to proceed.

c) It is further understood and agreed that if construction of the Works has not commenced within twelve (12) months of the date of registration of this Agreement, the approval inherent herein will become null and void and a new application must be submitted and approved by the Township prior to any buildings or other Works being constructed.

d) Nothing in this Agreement shall restrict the Owner from applying at any time in the future for building permits to construct extensions and/or additional buildings as may be permitted from time to time by the By-Laws of the Township, subject to the requirement by the Township of a new Site Plan Approval.

e) The property and buildings subject to this Agreement shall be maintained per the provisions of this Agreement as well as being in compliance with any Property Standards By-law adopted by the Township of Edwardsburgh/Cardinal Council. The Owner shall repair and maintain at all times and to the satisfaction of the Township, all buildings located on the subject property together with all other on-site works including the pumphouse, parking areas, loading bays, aisles, accesses and landscaping.

f) The Owner covenants and agrees to pay to the Township the development charges and any other applicable fees which are established by By-Law of the Council of the Township and said charges shall be those in effect on the date of issue of a building permit for which an application has been made.

g) The Owner covenants and agrees to pay to the Township all applicable connection charges which are established by By-Law of Council of the Township of Edwardsburgh/Cardinal and said charges shall be those in effect on the date of the issuance of a building permit for which an application has been made.

h) The Owner shall separately arrange for the removal of all construction waste and recycling material from the Site, and shall dispose of such garbage and waste at its own expense in accordance with Township By-Laws.

i) Until all Works have been completed to the satisfaction of the Township, the Owner shall immediately remove at its expense any mud or debris deposited on any public road(s) used for access to the Site which mud or debris has been deposited as a consequence of any Works carried out under the terms of this Agreement.

j) The Township may designate points of access for construction vehicles to the Site during the period of construction. At the time of the approval the Township has designated

Newport Drive for this purpose. The Owner may also be required to erect at its expense, at locations determined by the Township, signs to prevent construction vehicles from using the roads other than the approved route.

k) The Owner shall provide adequate parking facilities on-site or other approved locations where workers employed on the Site shall be required to park their vehicles, except for those times when reasonable access to the Site is not available due to services or street construction in the public street or except as may be authorized in writing by the Township.

l) Where any road has been used for the provision of access to a construction site and has been damaged by the Owner, or any employees or authorized agents of the Owner as a result of such use, the Owner shall restore or reconstruct it to its former state to the satisfaction of the Township.

m) The Owner shall not dump or permit to be dumped any fill or debris on adjacent lands, except as approved by the Township.

n) All exterior lighting shall be directed to shine away and down from abutting residential zones and public highways. All exterior lighting proposed for the subject lands shall be installed only in the locations and in accordance with specifications shown on the approved plans attached hereto, unless otherwise approved in writing by the Chief Building Official. Sharp cut-off fixtures or, in exceptional circumstances only, an alternative fixture design approved by the Chief Building Official, shall be used to minimize possible lighting glare and spillover onto adjacent properties. Exterior lighting includes exterior building lighting.

o) The Owner shall comply with those additional planning and engineering requirements set out in Schedule "E" hereto attached.

8. REGISTRATION AND ISSUANCE OF BUILDING PERMITS

The Township shall require this Agreement to be registered against the lands to which it applies immediately following the execution by the parties hereto and the Owner agrees not to register any other instrument against the subject lands until this has been accomplished. The Owner may apply for, but not request nor require the Township to issue building permits for the construction of the Works, on the subject lands until this agreement has been signed and until all the payments, financial requirements, securities and performance deposits required of the Owner by the terms and conditions of this Agreement have been made.

9. FAILURE TO COMPLY

The Owner acknowledges and agrees that failure to comply with any term or condition herein may result in the Township taking such action to enforce compliance, as deemed appropriate by the Township.

10. LANDSCAPING REQUIREMENTS

- a) The Owner shall install landscaping in accordance with the Schedules to this agreement.
- b) Without the prior written consent of the Township no living tree or bush shall be cut down, damaged or removed from the Site except for the sole purpose of permitting the excavation of the property for the construction and erection of any building or structure thereon or within any area designated for parking, roads or stormwater works as indicated by the plans and specifications approved by the Township.
- c) All seeded and sodded areas shall be maintained by regular grass cutting and, shall be graded to allow for normal grass cutting operations to present and maintain a neat, clean, and orderly appearance. The property shall always be compliant with the Township's Clean Yards By-law, as amended.
- d) The Owner shall replace in accordance with the approved Landscape Plan any landscaping material which dies within one (1) year of planting and which is placed on the Site in compliance with the Landscape Plan. The Owner is responsible to maintain the integrity of the Landscape Plan by replacing any and all dead landscape materials in a timely manner.
- e) Upon completion of the rough grading, and prior to the placing of topsoil and sod, the Owner shall provide the Township confirmation from the Owner's Engineering Consultant that the lot grading has been completed in accordance with the approved plans.
- f) The Owner shall, upon completion of the building construction with the exception of the driveway, complete the landscaping in accordance with the approved drawings for any disturbed area.

11. SERVICING AND EASEMENT REQUIREMENTS

- a) It is hereby agreed that the Owner shall be responsible to provide, at its own expense all connections to the municipal water and sewer systems. All such connections shall be subject to the approval and inspection of the Township. The Township shall make its best efforts to carry out these inspections within seventy-two (72) hours of the Township receiving written notice from the Owner or at some other time as may be agreed upon by the parties.
- b) The Owner shall provide, dedicate, and register such easements to the Township which may be required for water, sewer, drainage or other purposes related to the development of the Owner's lands. Copies of any and all plans and registration documents shall be provided to the Township by the Owner
- c) The Owner shall provide, prior to occupancy and at its own expense, a storm water control system, the design of which shall be submitted as part of the grading and drainage plan with all supporting calculations for approval by the Township.

d) The Owner shall be responsible for the repair and maintenance of the temporary storm water erosion control system of the Site which prevents the transfer of solids to any storm sewer through the period of construction and preventing run-off from entering public water courses or storm drainage facilities at a rate in excess of that consistent with sound engineering practice. All identified erosion control measures installed during construction shall remain in place and be maintained during the time of any and all construction on the site. All temporary erosion control measures shall be removed at the time of completion of the Site Plan.

e) The Owner agrees to clean out and remove solids accumulated in the sumps of catch basins. Township shall be permitted lawful entry onto the Site in order to examine and adjust, at the Owner's expense, all storm water management devices that do not then conform to the requirements of this Agreement. If the Township determines that the devices are not in conformance with this Agreement, the Township shall not enter to complete the adjustments aforesaid unless it has given prior written notice to the Owner and an opportunity to rectify the defect, all in accordance with the default provisions for this agreement. If, in the opinion of the Township, the non-conformance presents an emergency, the Township may, without notice to the Owner enter upon the Site to complete the required adjustments at the Owner's expense.

f) The Owner shall arrange at its own expense with Hydro One, Bell Canada, Union Gas, the local cable company or any other similar utility company for the installation of such services to the Site and for the provision of any easements with respect to such installations and in accordance with the terms, conditions and specifications laid down by said company. If in relation to the development of the Site the Owner is required, it shall also arrange for the relocation of any existing installation at no cost to the Township. Notwithstanding the aforementioned, the location of all boxes, lines or other works proposed to be installed in connection with the provisions of any service shall be submitted for approval to the Township before installation.

g) All Hydro, Cablevision and/or Bell Canada services shall be underground except where such services are not underground in the street fronting the Site.

h) The Owner shall pay to the Township the total cost of cleaning or repairing any sewer, including any open ditch, damaged or detrimentally affected by the installation or construction of any Works related to or required by this Agreement, such cost to include an additional 25 % (of the cost of Works) charge for overhead and administrative costs.

12. IMPLEMENTATION OF REPORTS AND STUDIES

All reports and/or studies required as a result of the Works in this Agreement shall be implemented to the Township's satisfaction at the sole expense of the Owner. The studies shall be identified in Schedule "E" Additional Township Conditions.

13. COMPLETION TIME LIMIT

Failure by the Owner to complete all Works required by this Agreement within the time limit specified by the Township or as extended, in writing, by the Chief Building Official, at his sole discretion, shall constitute a default, in which case the Township may avail itself of the remedies hereinafter prescribed or available to it in law.

14. EXPIRY

If a building permit has not been issued within two years of the date of signing this Agreement by the Owner, the Approval shall be null and void, at the Township's discretion, unless an extension is granted in writing by the Chief Administrative Officer.

15. FINANCIAL REQUIREMENTS

a) Payment

The Owner shall pay to the Township, by cash or certified cheque, the charges and fees, as set out in this Agreement and other financial requirements including but not limited to reasonable administrative, legal, planning and engineering fees, development charges and building permit fees that may be required of the Township as established by by-law or resolution of the Council of the Township in effect at the time of application for a building permit.

b) Performance Deposits

It is further agreed that all matters and things required to be provided and maintained in this Agreement shall be provided and maintained by the Owner at its sole risk and expense and to the satisfaction of the Township. In order to ensure that such matters and things are provided and maintained by the Owner, before this Agreement is executed by the Township, the Owner shall deposit with the Township, a sum in cash or by irrevocable letters of credit in a form approved by the Township Treasurer (which deposit however made, may be referred to hereafter as "a deposit"), equal to fifty percent (50%) of the estimated cost of the on-site works related to the water sanitary and storm sewer connections, ten percent (10%) of the estimated cost of the remaining on-site Works, and 100% of the required offsite Works to be done by the Owner, such cost of construction and installation of the Works being shown in Schedule "C" hereto annexed. If The Owner satisfies the provisions of this clause by depositing irrevocable letters of credit with the Township they must be in the form set out in Schedule "D" annexed hereto.

c) Default

In the event of a default by the Owner or its assigns in the provision and maintenance of all matters and things required to be done by the Owner pursuant to this Agreement, the Township may at the expense of the Owner, enter upon the lands and do all such matters and things as

are in default. The Township may authorize the use of any or all of the cash or letters of credit deposited with the Township pursuant to Clause 15 (b), to pay for the cost to the Township of carrying out of such matters or things. "Cost" and "expense of the Owner" in this Clause shall be actual cost incurred by the Township plus twenty-five percent (25 %) of such cost as a charge for overhead and administration fees. Any costs incurred by the Township pursuant to this clause which are in excess of the amount of a deposit held by the Corporation pursuant to clause 15(b) shall be paid by the Owner to the Township within thirty (30) days of the mailing of an invoice by the Township addressed to the Owner at its last known address for such amount in excess and any costs referred to in this clause may be recovered by the Township in like manner as municipal taxes pursuant to the provisions of Section 427 of the Municipal Act, 2001, S.O. 2001, c.25 as amended.

d) Extension of Letter of Credit

If the Owner satisfies the provisions of Clause 15 (b) by depositing irrevocable letter(s) of credit with the Township, the following provisions shall apply:

- i) Until the completion of all Works required to be provided and maintained by the Owner pursuant to this Agreement, to the satisfaction of the Township, it will be a condition of the letter of credit that it shall be deemed to be automatically extended without amendment from year to year from the existing or any expiration date thereof, unless at least 90 days prior to any such future expiration date, the financial institution which issued the letter of credit notifies the Township in writing by registered mail that it elects not to consider the letter of credit to be renewable for any additional period.
- ii) Until the completion of all Works required to be provided and maintained by the Owner pursuant to this Agreement the irrevocable letter of credit shall continue to be automatically extended in the same manner as provided in sub-clause (i) hereof until the said completion of the Works.
- iii) If the Owner and/or financial institution fails to extend the letter of credit as required under sub-clauses (i) and (ii) hereof as required by the Township, such failure shall be deemed to be a breach of this Agreement by the Owner, and the Township, without notice to the Owner may call upon any part of the whole amount of the existing letter of credit notwithstanding anything otherwise contained herein. Any amount received by the Township shall be held by the Township in the same manner as if it had originally been cash deposited.

e) Release of Performance Deposit

On completion of all matters and things to be provided and maintained by the Owner pursuant to this Agreement to the satisfaction of the Township, the Owner shall be entitled to have released to it the deposit or the balance of the deposit then held by the Township pursuant to this Agreement.

f) Partial Release of Performance Deposit

Partial release of the performance deposit may be permitted prior to final inspection and Approval as described in Clause g) below. Until final release of the performance deposit, the Owner agrees that the Township shall retain a minimum performance deposit in an amount that is the greater of 10% of the total amount of the performance deposit required by Schedule "C", or \$50,000.00. At no time will this amount be less than the outstanding works.

g) Inspection – Release of Performance Deposit

It is hereby understood that it is the Owner's responsibility to make an application to the Director of Operations for the inspection of any completed works for which the Owner wishes the release of a Performance Deposit. The application must be submitted at least 90 days prior to the expiry of any Letter of Credit held as a Performance Deposit by the Township. Inspections for the release of a Performance Deposit will not be undertaken during winter conditions. The Township shall use all reasonable efforts to reply to requests in a timely manner.

h) Transfer of Performance Deposit

The Owner acknowledges and agrees that the Township shall hold in its possession the Performance Deposit until completion of the Works in accordance with the approved Plans to the satisfaction of the Township. The Owner covenants and agrees:

- i) That the Owner shall be responsible to arrange for the transfer or replacement of the Performance Deposit provided to the Township prior to the sale or transfer of the owner's lands;
- ii) That if the Performance Deposit has not been replaced prior to the sale or transfer of the Owner's lands, the Township may, to the benefit of the new registered Owner, apply the deposit for any Works as approved by the Township which have not been completed pursuant to the Plans. For this purpose, the Director of Operations is hereby authorized to call in Letters of Credit. The Township may refuse any or all necessary Building Permits until such time as a new Letter of Credit to the satisfaction of the Director of Operations, is provided by the subsequent new Owner (s). The balance of deposit held, if any, will be refunded to the original Owner who provided the deposit, upon completion of the Works to the satisfaction of the Township.

i) Continued Maintenance After Release of Performance Deposit

While this Agreement is in effect, the Owner shall maintain the outside landscaping, including Giant Tiger Boulevard abutting the lands to County Road 2, to provide a neat and tidy appearance in accordance with the Township's Clean Yards By-law.

j) Taxes

The Owner shall pay all arrears of taxes outstanding against the lands prior to the execution of this Agreement. The Owner shall pay all taxes levied or to be levied on the lands on the basis of and in accordance with assessment and the collector's roll entries until such time as the lands have been reassessed and re-entered on the tax roll.

16. INSURANCE

- a) The Owner shall provide before the execution of this Agreement, and continue in force until such time as all obligations under this Agreement are satisfied, a comprehensive policy of public liability and property damage insurance acceptable to the Township, providing insurance coverage in respect of any one occurrence to the limit of at least Five Million Dollars (\$ 5,000,000.00) per occurrence, exclusive of interest and costs against loss or damage resulting from bodily injury to, or death of one or more persons and loss of or damage to property. Such policy shall designate the Township as a named additional insured thereunder.
- b) The policy shall provide coverage against all claims for all damage or injury including death to any person or persons, for damage to any property of the Township or any other public or private property resulting from or arising out of any act or omission on the part of the Owner or any of its servants or agents or contractors during the construction or installation or maintenance of any Works to be performed pursuant to this Agreement. The policy shall include completed operations coverage and shall be maintained in effect until all obligations under this Agreement are satisfied.
- c) The policy shall include blanket written contractual liability, cross liability, contingent employer's liability, personal injury endorsement, liability with respect to non-owned licensed vehicles. In the event that the Owner intends to carry out any shoring, blasting, excavating, underpinning, demolition, pile driving, caisson works and works below ground surface including tunnelling and grading on the lands, it shall first provide the Township with the Certificate of Public Liability Insurance covering such operations in a format satisfactory to the Township, in which the Township is named as additional insured prior to undertaking any such operations.
- d) The Owner shall forward to the Township, prior to the signing of this Agreement by the Township, a Certificate of Liability Insurance. This Certificate of Insurance shall be signed by an authorized employee of the Insurance Company providing the insurance. Such insurance policy shall contain an endorsement to provide the Township and the Owner with not less than thirty (30) days written notice of cancellation.
- e) The Owner shall furnish, prior to commencement of any construction, and at such other times as the Township may require, a certified copy of the policy together with proof of payment of the premiums for same.

17. RELEASE OF PLANS

The Owner hereby releases to the Township its rights to any approved drawings that form part of this Agreement, for the purposes of tendering the construction upon any default of this Agreement. The Owner shall also ensure that appropriate releases to the Township are obtained from the Owner's consultants, if required.

18. INDEMNITY

The Owner, on behalf of himself, his heirs, executors, administrators and assigns, including his successors in title; covenants and agrees to indemnify and save harmless the Township from all actions, causes of actions, suits, claims or demands whatsoever which arise directly or by reason of the development of the Site Plan and the construction and maintenance or the improper or inadequate construction and/or maintenance of Works.

19. GENERAL CONDITIONS

- a) If required, the Owner shall at its own cost submit to the Ministry of the Environment and Climate Change for approval all plans required by the said Ministry and shall be responsible for obtaining any subsequent approvals from the Ministry of the Environment and Climate Change for the proposed site works, facility or any addition thereto and shall supply the Township with copies of all approvals or conditions enforced or set by the Ministry. No occupancy of the building will be issued by the Township without receipt by the Township of the said approval.
- b) Any notice required or permitted by this Agreement to be given by the parties hereto shall be in writing and shall be conclusively deemed to have been delivered on the date of mailing of such notice.
- c) Any such notice required to be given herein shall be in writing and shall be delivered in person or by prepaid registered mail, to the attention of the Owner and/or the Township as follows:

TO THE OWNER:

Giant Tiger Stores Limited
2480 Walkley Road
Ottawa, ON K1G 6A9
Attention: The President

or such other address as the Owner has notified the Chief Administrative Officer of the Township in writing.

TO THE TOWNSHIP:

THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH/CARDINAL
18 Centre Street
P.O. Box 129
Spencerville, On
K0E 1X0

- d) All clause headings are for ease of reference only and shall not affect the construction or interpretation of this Agreement.

20. BINDING EFFECT; ASSIGNMENT

This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, and all covenant and agreements herein contained, assumed by, or imposed upon the Owner are deemed to be covenants which run with and bind the lands and every part thereof. This agreement may not be assigned without the prior written consent of each party.

21. SEVERABILITY

The invalidity or unenforceability of any particular provision of this agreement will not affect or limit the validity or enforceability of the remaining provisions.

22. EFFECTIVE DATE

This agreement is effective as of the date shown at the top of the first page, even if any signatures are made after that date.

23. COUNTERPARTS

This agreement may be signed in any number of counterparts, each of which is an original, and all of which taken together, constitute one single document. Counterparts may be transmitted by fax or in electronically scanned form. Parties transmitting by fax or electronically will also deliver the original counterpart to the other parties, but failure to do so does not invalidate this agreement.

24. 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 the neuter and vice versa, and words importing persons shall include corporations and vice versa.

25. DISPUTE RESOLUTION

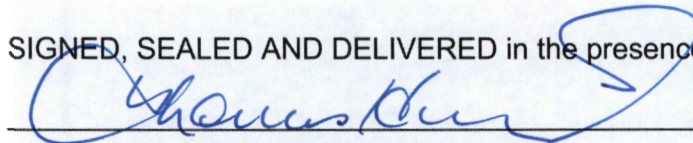
All matters in dispute between the parties, unless otherwise herein provided shall be determined by arbitration conducted by a single arbitrator in accordance with a submission made by either party under the Arbitration Act, 1991 S.O. 1991, CHAPTER 17. The decision of any such arbitrator shall be final and binding upon the parties, and any such arbitrator shall have the power to award costs in his or her discretion.

IN WITNESS WHEREOF the Owner hereunto set his Hand and Seal or affixed its Seal duly attested to by its proper officers in that behalf.

DATED AT THE CITY OF OTTAWA

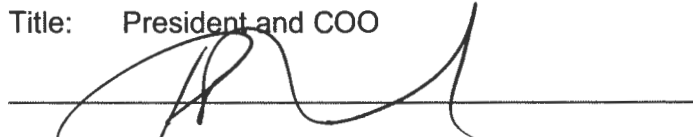
THIS 17TH DAY OF MAY, 2016.

SIGNED, SEALED AND DELIVERED in the presence of:



per: Thomas Haig

Title: President and COO



per: Paul Wood

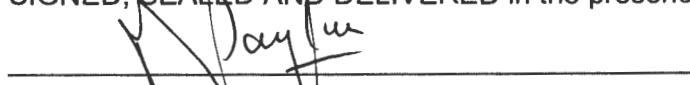
Title: Executive Vice-President and CFO

We have the authority to bind the Corporation

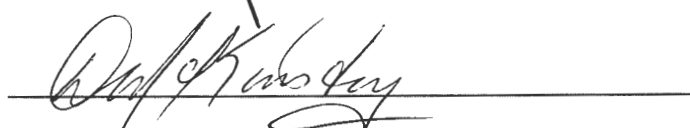
DATED AT THE TOWNSHIP OF EDWARDSBURGH/CARDINAL

THIS 20TH DAY OF May, 2016.

SIGNED, SEALED AND DELIVERED in the presence of:



Patrick Sayeau, Mayor



Debra McKinstry, CAO/Clerk

SCHEDULE "A"

DESCRIPTION OF THE LANDS TO WHICH THIS AGREEMENT APPLIES:

Part of Lots 32 and 33, Concession 1, Edwardsburgh; and

Part of Lots A and B, Plan 90, designated as Part 1, on Plan 15R-11762;

TOWNSHIP OF EDWARDSBURGH/CARDINAL

Identified as Part of PIN 68155-0811 (LT)

APPROVED PLANS FOR THE GIANT TIGER CORPORATION SITE PLAN

SCHEDULE "B1" to "B10" INCLUSIVE

Being the approved drawings:

Schedule "B1" -	Overall Site Plan
Schedule "B2" -	Site Plan
Schedule "B3" -	Main Building Elevations – P03
Schedule "B4" -	Main Building Elevations – P04
Schedule "B5" -	Architectural Plan – P05 – Offices Ground Floor
Schedule "B6" -	Architectural Plan – P06 – Offices Second Floor
Schedule "B7" -	Truck Maintenance Plan & Elevations – P07
Schedule "B8" -	Guardhouse Plan & Elevations – P08
Schedule "B9" -	Pumphouse Plan & Elevations – P09
Schedule "B10"-	Landscape Plan

SCHEDULE "C"

FINANCIAL REQUIREMENTS

The Owner shall deposit with the Township security in a form approved by the Township Treasurer of the works set out below and hence the said deposit to be submitted in the amount of **\$1,895,667.00** based on the following estimates relevant to the Schedules:

1. Sodding	28,892	2,889		
2. Seeding (mix to be specified on Plans)	130,065	13,007		
3. Planting (Trees and shrubs)	191,490	19,149		
4. Fencing and retaining wall	148,800	14,880		
5. Asphalt and pavement marking	20,000	2,000		
6. Driveway access, parking and loading areas	3,949,617	394,962		
7. Curbs	76,850	7,685		
8. Sidewalks, walkways and ramps	101,700	10,170		
9. Site lightning	1,194,000	119,400		
10. Garbage vault or collection area enclosure	21,000	2,100		
11. Water service and connection	469,975		234,988	
12. Sanitary sewers and connections	273,640		136,820	
13. Storm drainage facilities	809,237		404,619	
14. Road widening and road cuts				500,000
15. Signs	25,000	2,500		25,000
16. Engineering cost	50,000	5,000		
17. As Constructed and Digital Plans	5,000	500		
Total	7,495,266	594,241	776,426	525,000

The above estimates are based upon site works described on the Schedules to this agreement.

SCHEDULE "D"

FORM OF LETTER OF CREDIT

Modified as required to be consistent with CIBC standard form

Provided it includes the following components:

The Corporation of the Township of Edwardsburgh/Cardinal

18 Centre Street, P.O. Box 129

Spencerville, On

K0E1X0

RE: Guarantee No.:

Amount \$:

Expiry Date:

Dear Sirs:

At the request of _____ (the "Customer") the Bank of _____ (the "Bank"), for valuable consideration, the receipt whereof is hereby acknowledged, by this letter of guarantee (the "Guarantee") irrevocably and unconditionally guarantees payment to you, the Corporation of the Township of Edwardsburgh/Cardinal (the "Corporation"), of a total amount of \$ 1,895,667.00.

This guarantee is issued in connection with the performance by _____ of all the terms of a Site Plan Agreement (the "Agreement") dated the _____.

A payment under this Guarantee shall be made before the expiry hereof upon your presenting to the Bank at its _____ Branch.

- (a) Your written demand for payment in the form described below.
- (b) This Guarantee.
- (c) Either (i) Vouchers paid by the Corporation certified by its Treasurer as having been paid by him on account of the Customer, for works services or materials required to be performed or supplied under the said Agreement, or
- (ii) a letter from the Corporation certifying that the "Customer" is in default in performing or supplying works, services or materials required to be performed or supplied under the said Agreement whether or not the Corporation has itself already performed or supplied the same.

The said demand shall refer to this Guarantee by the above number, shall state the amount demanded and shall certify:

- (a) That the amount is due and payable to you by the Customer, and
- (b) That you have requested payment of the said amount from the Customer and have not received payment, and
- (c) That the amount remains unpaid thirty (30) days after mailing of written demand.

Upon receipt by the Bank at the said Branch of the said demand and the other document(s) referred to above on/or before the Expiry Date, the Bank shall pay to you the amount stated in the said demand to be payable to you by way of the Bank's draft without enquiring whether you have a right to such amount as between yourself and the Customer, provided that such amount, together with other amounts paid to you under this Guarantee, if any, does not exceed in the aggregate the amount of this Guarantee.

The Bank may note on this Guarantee the amount and date of any payment made to you under this Guarantee and shall retain this Guarantee if the aggregate amount of this Guarantee has been paid to you of the Expiry Date has occurred.

This letter of Guarantee is irrevocable until _____ but automatically renews from year to year, unless the Bank gives thirty (30) days notice that it does not propose to renew it. This letter of credit may be reduced from time to time if the Corporation certifies to the Bank that part of the works has been completed. The amount by which this letter of credit shall be reduced, shall be one-half (1/2) of the value of the works done and materials supplied as certified in writing by the Corporation.

Yours truly,

(Authorized Signature)

SCHEDULE "E"

ADDITIONAL TOWNSHIP CONDITIONS

1. The Owner shall provide required fees and/or securities within six months of this approval, March 26, 2016, and prior to a building permit being issued, or this approval shall lapse.
2. The Owner shall provide revised plans and reports that address the questions of the Township prior to the Agreement being executed.
3. The Owner agrees to implement the recommendations of the reports submitted, and approved as revised, with this application for Site Plan Approval, including:
 - a. Servicing Report (Novatech Report No. R-2016-01);
 - b. Stormwater Management Report (Novatech Report No. R-2016-004);
 - c. Traffic Impact Study (Novatech Report No. R-2016-003);
 - d. LCV Route Assessment: Highway 401 to Giant Tiger Distribution Centre (Associated Engineering Report dated January 2016); and
 - e. Geotechnical Report (by Pinchin Environmental).
4. The Owner shall provide a Landscape Plan, prepared by a qualified Ontario Landscape Architect, to the satisfaction of the Township.
5. The Owner shall be responsible for all approvals from the United Counties of Leeds and Grenville, and subsequent improvements to their satisfaction, regarding improvements that may be required within the County Road 2 right-of-way to service this development, including improvements at the new intersection with County Road 2 and the new Giant Tiger Boulevard and at the County Road 2 and Highway 16 intersection. Should the design of the new street be required to be altered from the typical Township standard as a result of the Giant Tiger requirements, these additional costs will be passed along to Giant Tiger by the Township as an additional schedule to the site plan approval. Such charges will be repaid to the Township at an approved rate of interest and over an agreed upon period of time. Further, improvements to County Road 2 at this intersection may also be included within this agreement if the County concurs.
6. The design and construction of the municipal road to serve this site is being undertaken by the Township at the cost of the owner. Should this design include a boulevard treatment, Giant Tiger Stores agrees that the ongoing maintenance of this boulevard, from County Road 2 to the limit of the Giant Tiger Stores property will be solely at their expense. Should this boulevard not be maintained the Township reserves the right to either remove the boulevard, or to have the maintenance costs recovered in like manner as municipal taxes in accordance with the appropriate legislative mechanisms available to the Township.
7. The owner shall be responsible for any temporary services required for this development, including electrical services, and shall ensure proper restoration of the lands prior to the occupancy of the building.
8. The Owner shall obtain such permits as may be required from Municipal or Provincial authorities including the Ministry of Transportation, Ministry of Environment and Climate Change, the South Nation Conservation, and the United Counties of Leeds & Grenville and all other Federal, Provincial, or regulatory agencies. The Owner shall file copies

thereof with the Township. This includes all necessary approvals from the Ministry of the Environment and Climate Change, with regard to the installation of storm and sanitary sewers, and the provision of sewage treatment facilities where required. The Owner shall also obtain all necessary approvals from the Township regarding the provision and installation of any required watermains.

9. The Owner shall provide adequate water supply for firefighting for every building. Water supplies may be a public water works system, automatic fire pumps and pressure tanks or gravity tanks. A report from their consultant, Civilec Consultants, shall confirm that the municipal system will have proper capacity to serve this site, or on-site storage will be provided, and that the design for the site will meet the requirements of the Ontario Building Code and any other applicable Codes or Regulations and shall be in accordance with the Township's Agreement with the Town of Prescott, barring which the owner shall be responsible for any required amendments to this agreement.
10. Should the firefighting system propose to use the existing raw water system, appropriate agreements shall be entered into with the current owners/users of the system, including any required amendments to present approvals (i.e. Permit To Take Water).
11. The final plans shall show that access routes for firefighting are designed and constructed in accordance with the Ontario Building Code Act and Regulations. The approved access routes shall be maintained in accordance with the Fire Protection and Prevention Act, 1997. The Owner agrees to provide, maintain, and post signs designating fire lanes. The Owner further agrees to abide by any Township By-law relating to the maintenance and signage of such access routes. The location of any fire hydrants and Siamese connections shall be in accordance with the Ontario Building Code. The required fire hydrant(s) shall be installed and in service prior to the commencement of any structural framing for buildings in the subject development.
12. Hydrants shall be maintained in operating condition, free of snow and ice accumulations and readily available and unobstructed for use at all times in accordance with the Ontario Fire Code and the requirements of the Township. The Owner acknowledges that no driveway serving any lot shall be located within 3.0 metres of a fire hydrant. No person shall obstruct the free access to any fire hydrant. Vegetation or other objects shall neither be planted nor placed within a 3.0 meter corridor between the hydrant and the curb, nor within a 1.5 meter radius beside or behind a hydrant without the express written consent of the Township.
13. The Owner shall reinstate at its expense, to the satisfaction of the Township, any property of the Township, including, but not limited to, roads, ditches and boulevards, that are damaged, or may be affected by the development, as a result of the subject development.
14. The Owner shall be required to install construction fencing at its expense, in such a location as may be determined by the Township.
15. The Owner acknowledges and agrees that no building will be occupied on the lands, nor will the Owner convey title to any building until all requirements with respect to completion of the Works as identified in this Agreement have been carried out and received Approval by the Township, including the installation of municipal numbering provided in a permanent location visible during both day and night. Provided that

notwithstanding the non-completion of the foregoing Works, conveyance and/or occupancy of a lot or structure may otherwise be permitted, if in the sole opinion of the Township, the aforesaid Works are proceeding satisfactorily toward completion. The consent of the Township for such conveyance and/or occupancy shall be obtained in writing by the Owner.

16. The Owner shall submit a certificate of insurance in a form satisfactory to the Township. The certificate of insurance must be issued in favor of the Township in an amount not less than five million dollars per occurrence, must contain an endorsement naming the Township as an additional insured and an unconditional thirty days' notice of any material change or cancellation of the policy.
17. The Owner shall contact all utilities, including but not limited to Hydro One, Bell Canada and Union Gas Distribution for service and meter installation details and to ensure all services are installed prior to the commencement of site landscaping and prior to occupancy.
18. The Owner acknowledges and agrees that if easement(s) are required to service this development, the Owner shall provide the easement(s).
19. The Owner shall be required to coordinate the preparation of an overall utility distribution plan showing the location (shared or otherwise) and installation, timing and phasing of all utilities (on-ground, below-ground) through liaison with the appropriate electrical, gas, telephone and cablevision authorities and including on-site drainage facilities and streetscaping, such location being to the satisfaction of the Township and approved prior to the issuance of a building permit for development by the Chief Building Official, recognizing that the Township will be prepared to issue a foundation permit while this is being finalized.
20. The Township will have no responsibility to install any extension to municipal services which may be required in order for the Owner to comply with this Agreement or with any Provincial or Municipal laws or by-laws. In cases where such an extension of municipal services required, the Work shall be undertaken by and at the expense of the Owner and construction shall be to the standards established by the Township for the installation of such municipal services. The owner shall provide public liability insurance in a form acceptable to the Township for any Works involving the extension of municipal services and obtain any required approvals and permits from the Township.
21. The Owner agrees to construct to the satisfaction of the Township fences, hedges, parking, accesses, aisles, landscaping, berms, signs, lighting, and garbage storage facilities, in conformity with and in the locations shown on the approved plans.
22. The Owner shall be responsible to maintain all infrastructure relating to the watermain and the sanitary and storm sewer networks on the property. The Owner shall be required to maintain, clean, and/or repair all infrastructure within the Site.
23. Where the owner is proposing manholes, the maintenance of such manholes is required and it shall be the responsibility of the Owner to perform a regular removal of any trapped material (minimum once per 6 months). All materials arising from any spill should be removed immediately. These facilities are not to be dismantled or removed unless approval has been granted by the Township.

24. The Owner agrees to implement the erosion and sediment control plan to provide for the protection of the receiving storm sewer or watercourse during construction activities. This plan to be used during construction is intended to ensure that no sediment and/or associated pollutants are discharged to a receiving water course which could degrade water quality and/or impair fish or other aquatic habitat. The methods used should be regularly maintained to ensure effectiveness of the methods and compliance with Provincial/Federal legislation pertaining to water quality and habitat.
25. The Owner shall require the storm water management calculations to be submitted in writing by a professional engineer to the Township for approval. Upon completion of the Works, a written certification from a professional engineer and as-built plans must be submitted to the Township confirming that the storm water measures have been implemented as per the approved design. The owner shall be responsible for the repair and maintenance of the storm water control facilities.
26. The Owner shall conduct all blasting in accordance with the most recent Ontario Provincial Standard Specifications (OPSS) namely OPSS 120 and OPSS 206, and must include a pre-blast survey by a qualified consultant. A copy of this survey shall be provided to the Township.
27. The Owner shall maintain all streets within the area on a continuous basis during construction, in order that they are clear of mud, dust, and other material, resulting from vehicles involved in construction, to the satisfaction of the Township. The Owner shall prevent the "flushing" of dirt and debris associated with construction work into any municipal ditch. Upon any default by the Owner to maintain the streets, the Township may, at his/her discretion, arrange for the required cleaning to be performed and the cost incurred by the Township in doing so shall be recovered from the Owner.
28. The Owner shall ensure that the performance of Works required as a result of the Agreement, whether by the Owner or its employees, servants or agents or its contractors or subcontractors, shall be performed so as to not constitute a nuisance or disturbance to abutting or nearby properties or to the owners thereof. The Owner shall comply with and shall ensure that all of its contractors and subcontractors shall comply with any written instructions issued by the Township concerning any such nuisance or disturbance regardless of whether such instructions require positive action or discontinuance of action.
29. Dye Test Inspection - The Owner shall not allow any building on the lands to be occupied until the Owner has filed with the Township documentation certified by an independent professional engineer of the Province of Ontario, retained by the Owner; that the plumbing and lateral services have received and passed a dye test inspection. The owner shall submit written certification from a professional engineer, to the Township, that all sanitary sewers and manholes have passed leakage testing. This verification will include certified test results for all sections of sanitary sewers constructed as part of this development.
30. CCTV Inspection - The Owner shall be responsible, at his expense, to provide all necessary CCTV inspection for sanitary and storm sewer works on the Site. If the inspection is not satisfactory to the Township, the Owner shall rectify the works at his sole expense.

31. Pressure Test - The Owner shall be responsible, at his expense, to conduct pressure tests for the watermain network on the Site (as per AWWA and OPS standards). If the pressure test results are not satisfactory, the Owner shall rectify the works at his sole expense.
32. Video Examination - Video examination of storm and sanitary sewers, 200 mm or larger in diameter shall be required by the Township, at the Owner's expense, before final release of the Works.
33. Chlorination Test - The Owner shall be required to conduct and coordinate all chlorination tests prior to connecting Site services to the municipal water system to the satisfaction of the Township.
34. Test Results - All necessary and mandatory test results, conditions 23 -27, must be submitted to the Township for approval prior to receiving a request from the owner to reduce the applicable security deposits.
35. Any portion of the lands which is intended to be used for snow storage shall be shown on the approved Site Plan or as otherwise approved by the Township. The grading and drainage Plan shall not be compromised by the storage of snow. Snow storage areas shall be setback from property lines, foundations, fencing and/or landscaping requirements a minimum of 1.5 metres. Snow storage areas shall not occupy driveways, aisles, required parking spaces or any portion of a road allowance.
36. The owner shall provide, to the Township's satisfaction, an enclosed environmentally acceptable solid waste disposal system and handling facilities for waste generated from the building(s). In the event that exterior waste storage, central collection pads or other handling facilities are proposed on the subject property, then the location and the screening of the identified facilities shall be shown on the approved Site Plan. The Owner understands and agrees that not all types of developments will be serviced by the Township's waste collection program. The Owner is responsible for determining if this service will be provided by the Township and, if not, shall arrange for separate private service contracts for the proper collection and disposal of waste from the proposed building(s).

SCHEDULE "F"

CONSENT OF MORTGAGEE/CHARGE

IN THE MATTER OF a Site Plan Agreement for the lands described in Schedule "A" attached hereto, the Mortgagee/Charge, _____, under a Mortgage/Charge registered as Instrument Number _____, hereby consents to the terms of the attached Site Plan Agreement dated on the ____ day of _____, 20__ between _____ and the Corporation of the Township of Edwardsburgh/Cardinal and covenants and agrees that in the event that the lands hereinbefore vest in the said Mortgagee/Charge, the said Mortgagee/Charge shall be required to comply with the terms herein to the same extent as if it had been the Owner.

IN WITNESS WHEREOF the Mortgagee/Charge has hereunto affixed its hands and seals this _____ day of _____ 20____.

WITNESS:

Per: _____

OR

THE LAWYER FORM LETTER

We have been advised by (name of owner) that you will be retained by (him-it-her) to take the necessary steps to complete the registration of the site plan which is referred to above.

The owner (name) has confirmed to the Corporation of the Township of Edwardsburgh/Cardinal that you will certify to the said Township that the rights conferred to it pursuant to the provisions of the said agreement will rank in priority to the interests of any persons or parties which the said owner may have granted or may grant in the future.

The Municipality will not take any further steps in the above matter (issue of permit, etc.) until the aforementioned certification has been received by it.

The Municipality will require the following information to be provided to it at the time that the certification is provided:

- a) a copy of the aforementioned site plan agreement including confirmation of the details of registration;
- b) a copy of the abstract page (legal description) including the details of registration of the said agreement;
- c) (list other required info).

Please confirm to the Township of Edwardsburgh/Cardinal by return mail that you have in fact been retained by (owner) to carry out the aforementioned matters.

Yours very truly,