CORPORATION OF THE

TOWNSHIP OF EDWARDSBURGH CARDINAL

BY-LAW NO. 2020-44

"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 2729431 Ontario Inc. respecting development of a property described as:

PT LT A PL 67 AS IN PR165291; EDWARDSBURGH/CARDINAL PIN: 68155-0606

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:

- That the Mayor and Clerk are hereby authorized to execute an agreement with 2729431 Ontario Inc. and that a signed copy of said agreement is attached hereto as Schedule "A".
- This by-law comes into effect upon passing.

Read a first and second time in open Council this 27 day of July, 2020.

Read a third and final time, passed, signed and sealed in open Council this 10 day of August, 2020.

Mayor

Clark

THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH/CARDINAL SITE PLAN CONTROL AGREEMENT

THIS AGREEMENT made in triplicate this 3rd day of September, 2020

BETWEEN: 2729431 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" -Grading & Erosion Control Plan.
- 2.4 Schedule "D" -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. The terms and conditions of this agreement must be completed prior to opening the business.

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 KOE 1XO

9.2 In the case of the Owner(s):

2729431 ONTARIO INC C/O Greg and Shannon Kenney 2225 County Road 2 Johnstown, ON K0E 1T1

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

2729431 ONTARIO INC

CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH/CARDINAL

Mayor

Clerk

SCHEDULE "A"

Site Plan Control Agreement

DESCRIPTION OF THE PROPERTY

PT LT A PL 67 AS IN PR165291; EDWARDSBURGH/CARDINAL

PIN: 68155-0606

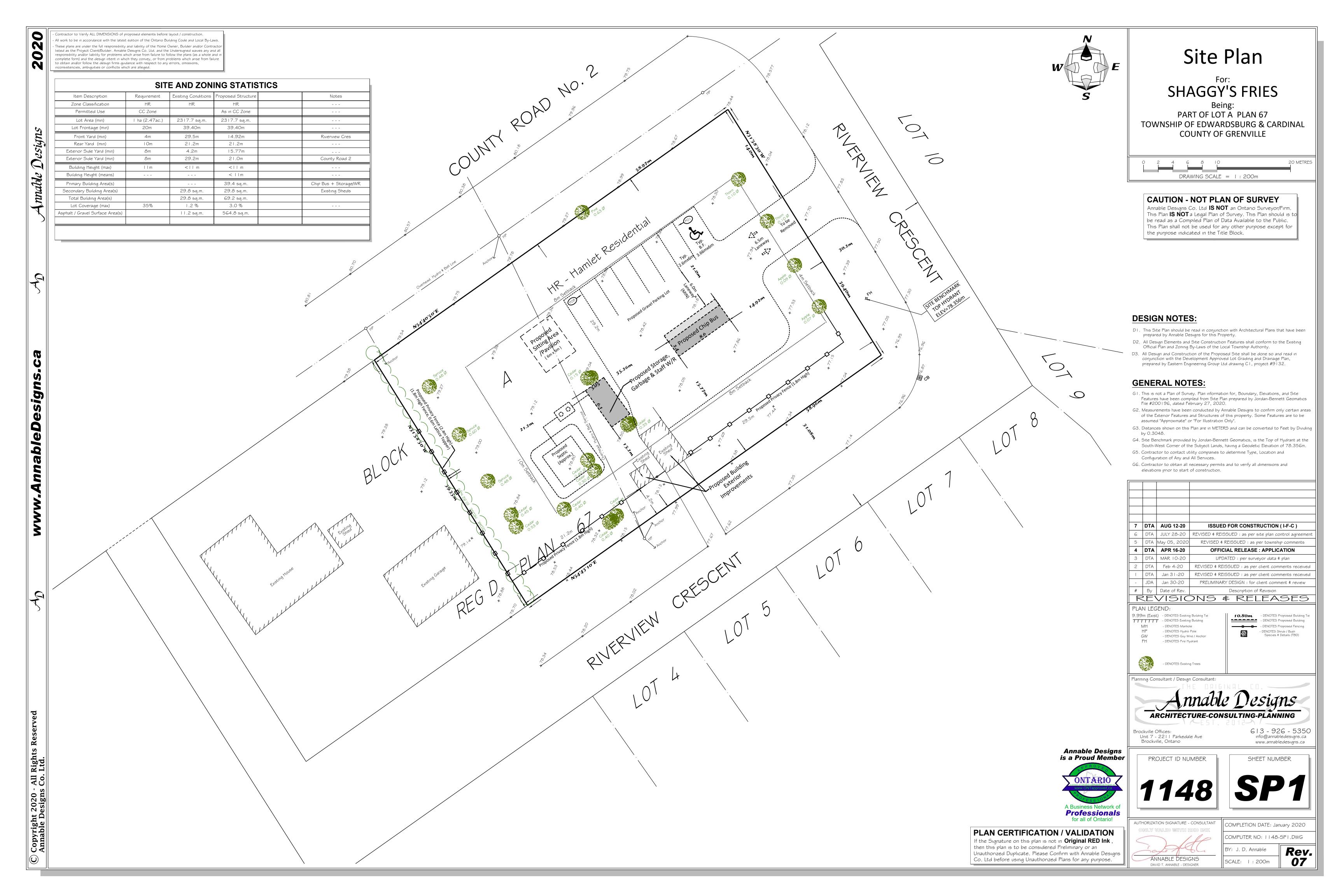
SCHEDULE "B"

Site Plan Control Agreement

SITE PLAN

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

Exhibit 1- General Site Plan



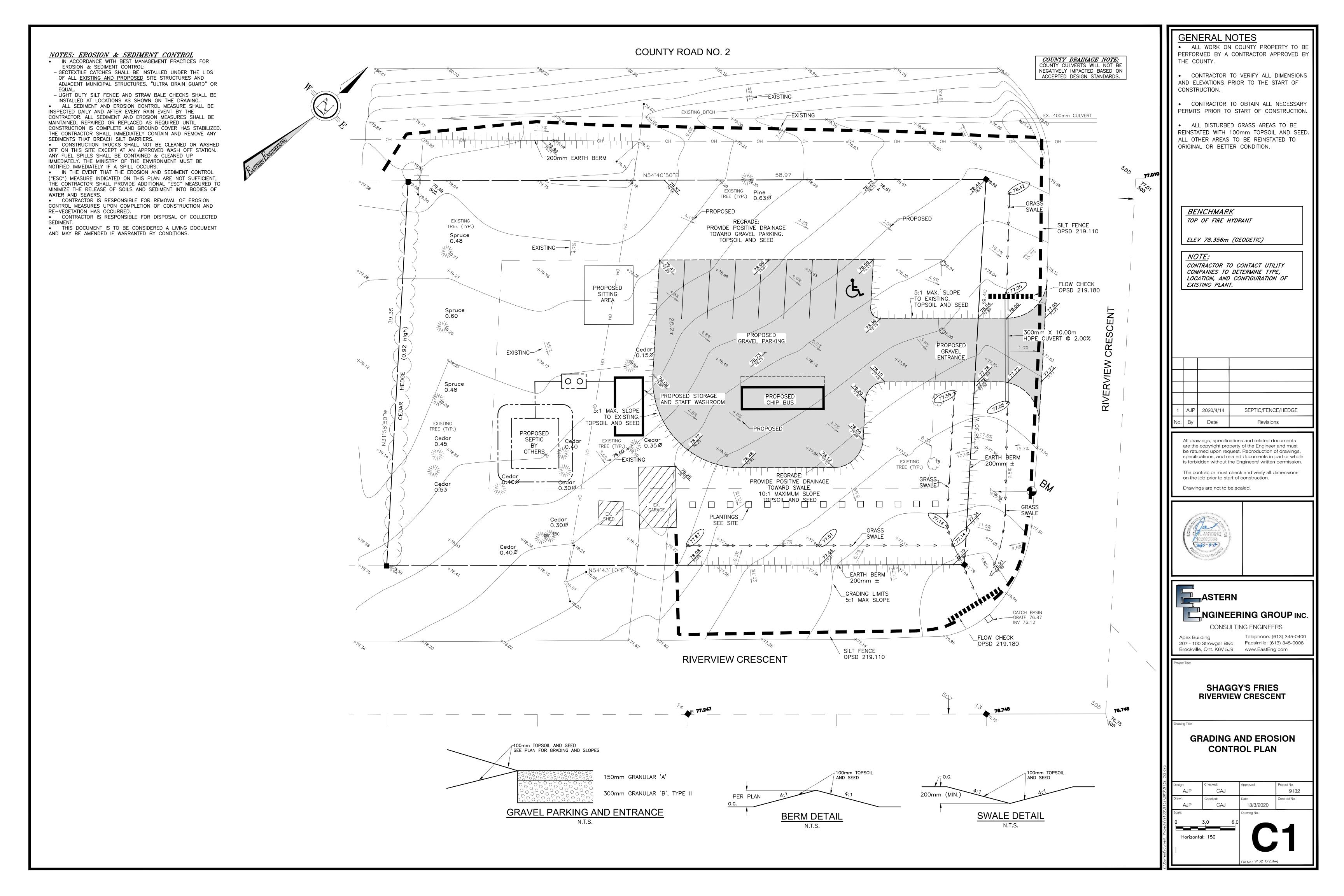
SCHEDULE "C"

Site Plan Control Agreement

GRADING & EROSION CONTROL PLAN

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

Exhibit 1- Grading & Erosion Control Plan



SCHEDULE "D"

Site Plan Control Agreement

SPECIAL CONDITIONS

1. Location of Building Structures and Facilities

Building structures and facilities shall be located as per Site Plan forming Exhibit 1 of Schedule "B" to this Agreement.

2. Stormwater, Sediment & Erosion Control

Drainage, stormwater, sediment and erosion control shall be managed as per Exhibit 1 of Schedule "C". County and Township culverts shall not be negatively impacted based on accepted design standards.

3. Site Access & Roads

The site shall be accessed as per site plan forming Exhibit 1 of Schedule "B". No additional entranceways shall be established without the consent of the Roads Superintendent and the United Counties of Leeds and Grenville, if on a County Rd.

The road allowance from the centre of County Road 2 shall be 15.25m. Confirmation that this allowance exists by letter from a registered surveyor to the United Counties of Leeds and Grenville shall be provided within 1 year from the date of signing of this agreement. Should the allowance not meet the desired right-of-way, an appropriate dedication shall be provided within 1 year of the signing of this agreement.

The road allowance from the centre of Riverview Crescent shall be 10m. Confirmation that this allowance exists by letter from a registered surveyor to the Township of Edwardsburgh Cardinal shall be provided within 1 year from the date of signing of this agreement. Should the allowance not meet the desired right-of-way, an appropriate dedication shall be provided within 1 year of the signing of this agreement.

4. Refuse Storage and Disposal

The property shall be maintained in a neat and tidy condition and all refuse shall be deposited in proper containers. The owner shall be responsible for the disposal of refuse from his/her/their property.

5. Snow Removal

Snow removal is the responsibility of the owner.

6. Servicing

The property must be serviced by municipal water services. The owner is responsible for running municipal water services to the property. Sanitary waste shall be disposed as per the requirements of the District Health Unit.

7. Licensing and Permits

Prior to the commencement of any work on structures on the property, as per Site Plan forming Exhibit 1 of Schedule "B" to this Agreement, a building permit must be issued by the Chief Building Official for any works that require a building permit.

Prior to the operation of a refreshment vehicle on the property, a license for a refreshment vehicle shall be obtained from the Township of Edwardsburgh Cardinal.

8. Hours of Operation

Hours of operation on the site is restricted to between 9:00am and 9:00pm daily.

9. Screening

A 6ft privacy fence, with a 2ft lattice shall be installed on the west side of the property, to ensure privacy of neighbours.

A 6ft privacy fence shall be installed on the south side of the property, to ensure privacy of neighbours.

10. Noise

No amplified sound shall be played after 9pm without prior permission from Council.

11. Parking

Owner is required to apply dust suppressant in accordance with the requirements of the Director of Operations and/or Road Superintendent to ensure no negative impacts to neighbouring properties.

ACKNOWLEDGEMENT AND DIRECTION

то:	Samantha Berry	
	(Insert lawyer's name)	
AND TO:	ALLTSALLT	
AND TO.	AULT & AULT (Insert firm name)	-
	(most initiality)	
RE:	NOTICE - BYLAW 2020-44	("the transaction")
	(Insert brief description of transaction)	-
This will confirm that:		
I/We have review	red the information set out in this Acknowledgement and Direction and in the documen	nts 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:		
attached hereto a	is Document in Preparation and are:	
7 A T	er of the land described above.	
☐ A Transfe	of the land described above.	
☐ A Charge	e of the land described above.	
☑ Other documents set out in Schedule "B" attached hereto.		
Dated at Sp	encerville, Ontario , this) 7 day of September	, 20 20
WITNESS		
(As to all signatu	res, if required)	
THE CORPORATION OF THE TOWNSHIP OF		
	EDWARDSBURGH/CARPINAL	
	Y V Jan lan	-
	PATRICK SAYEAU - MAYOR	
	A Contraction of the contraction	
	Valestit	
	DAVID GRANT - CAO	

WE HAVE AUTHORITY TO BIND THE CORPORATION

LRO # 15 Notice

In preparation on 2020 09 15 at 11:08

This document has not been submitted and may be incomplete.

yyyy mm dd Page 1 of 1

Properties

PIN

68155 - 0606 LT

Description

PT LT A PL 67 AS IN PR165291; EDWARDSBURGH/CARDINAL

Address

PRESCOTT

Consideration

Consideration \$0.

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

18 Centre Street, Spencerville, Ontario, K0E 1X0

I, Patrick Sayeau, Mayor and David Grant, CAO, have the authority to bind the corporation.

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

Statements

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

This notice is for an indeterminate period

Schedule: See Schedules

Signed By

Tel

Fax

Amanda Jayne Spink Pietersma

Box 428, 522 St. Lawrence St.

Winchester

acting for Applicant(s) Signed 2020 09 15

K0C 2K0

613-774-2670 613-774-2266

I have the authority to sign and register the document on behalf of the Applicant(s).

LRO # 15 Notice

Receipted as GC65300 on 2020 09 17 at 14:21

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 1 of 12

Properties

PIN 68155 - 0606 LT

Description PT LT A PL 67 AS IN PR165291; EDWARDSBURGH/CARDINAL

Address PRESCOTT

Consideration

Consideration \$0.00

Applicant(s)

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Name THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH/CARDINAL

Address for Service 18 Centre Street, Spencerville, Ontario,

K0E 1X0

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Schedule: See Schedules

Signed By

Amanda Jayne Spink Pietersma Box 428, 522 St. Lawrence St. acting for Signed 2020 09 15

Winchester Applicant(s)

K0C 2K0

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. 2020 09 17

Winchester K0C 2K0

Tel 613-774-2670 Fax 613-774-2266

Fees/Taxes/Payment

Statutory Registration Fee \$65.05 Total Paid \$65.05

File Number

Applicant Client File Number: 1369-372

LRO# 15 Notice

Receipted as GC65300 on 2020 09 17 at 14:21

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 1 of 12

Properties

PIN

68155 - 0606 LT

Description

PT LT A PL 67 AS IN PR165291; 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

Ivanie

THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH/CARDINAL

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K0E 1X0

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Box 428, 522 St. Lawrence St.

acting for Applicant(s) Signed 2020 09 15

Winchester K0C 2K0

Tel

613-774-2670

Fax 613-774-2266

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Submitted By

AULT & AULT

Box 428, 522 St. Lawrence St.

2020 09 17

Winchester

K0C 2K0

Tel

613-774-2670

Fax

613-774-2266

Fees/Taxes/Payment

Statutory Registration Fee

\$65.05

Total Paid

\$65.05

File Number

Applicant Client File Number:

1369-372