

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

**BY-LAW NO. 2018-27**

**"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 Tabitha Marshall and Lyndon Marshall respecting development of a property described as:

2913 County Rd 21  
Spencerville, ON  
Pt Lot 29 Con 6  
Property Roll #070170104011700  
PIN 68141-0197

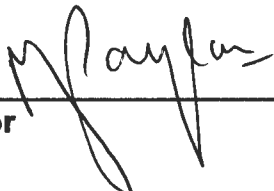
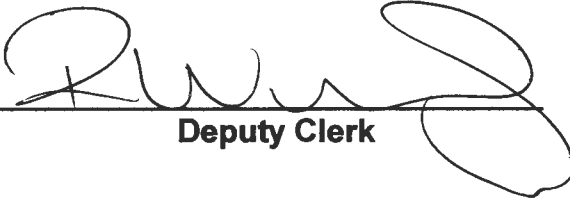
**AND WHEREAS:** Authority is granted under Section 41 of the Planning Act, RSO 1990, c.P. 13, as amended to the Council of the Corporation of the Township of Edwardsburgh/Cardinal to enter into such agreement;

**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 Tabitha Marshall and Lyndon Marshall and that a signed copy of said agreement is attached hereto as Schedule "A".
2. This by-law comes into effect upon passing.

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

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

 _____ <b>Mayor</b>	 _____ <b>Deputy Clerk</b>
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**THE CORPORATION OF THE  
TOWNSHIP OF EDWARDSBURGH/CARDINAL  
SITE PLAN CONTROL AGREEMENT AS AUTHORIZED BY BYLAW 2018-27**

**THIS AGREEMENT** made in duplicate this 28 day of May, 2018

**BETWEEN:** TABITHA & LYNDON MARSHALL

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: Bylaw 2002-31, as amended, of the Corporation of the Township of Edwardsburgh/Cardinal designated all of the lands in the Township of Edwardsburgh/Cardinal to be subject to site plan control;

AND WHEREAS: The owner is the registered owner of the lands described in Schedule "A" to this agreement and which are situate within the Township of Edwardsburgh/Cardinal;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of other valuable considerations and the sum of two dollars (\$2.00) of lawful money of Canada now paid by the Owner to the Township (the receipt whereof is hereby acknowledged) and in consideration of the mutual covenants hereinafter expressed, the parties hereto covenant and agree one with the other 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 Municipality 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 Municipality 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. Default**

In the event of a default or for reasons of public safety, the Municipality may, at the expense of the Owner, enter upon the lands and do all such matters and things as may be required. Such costs, including overhead, 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.

### **6. 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.

### **7. 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.

WITNESS

Melanie Stubbs  
(signature)

Melanie Stubbs, Treasurer and by virtue of this Office is a Commissioner etc., United Counties of Leeds and Grenville, for the Corporation of the Township of Edwardsburgh/Cardinal.

Municipal Seal

TABITHA & LYNDON  
MARSHALL

Tabitha Marshall  
Per:  
Tabitha Marshall  
Per:

CORPORATION OF THE  
TOWNSHIP OF  
EDWARDSBURGH/CARDINAL

Mayor  
Mayor  
Clerk  
Clerk

SCHEDULE "A"  
Legal Description

TO AGREEMENT EXECUTED THE 28 day of May, 2018.

**BETWEEN:** TABITHA & LYNDON MARSHALL

**AND:** THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH  
CARDINAL

**DESCRIPTION OF THE PROPERTY**

2913 County Rd 21  
Spencerville, ON  
Pt Lot 29 Con 6  
Roll # 070170104011700  
PIN 68141-0197

SCHEDULE "B"  
Site Plan Control Agreement

TO AGREEMENT EXECUTED THE 28 day of May, 2018.

**BETWEEN:** TABITHA & LYNDON MARSHALL

**AND:** THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH  
CARDINAL

**CONCEPTUAL PLAN SITE PLAN**

**EXHIBITS:** The following Exhibits attached hereto shall form part of this Schedule:  
Exhibit 1 - Site Plan

SCHEDULE "C"  
Special Conditions

TO AGREEMENT EXECUTED THE 28 day of May, 2018.

**BETWEEN:** TABITHA & LYNDON MARSHALL

**AND:** THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH  
CARDINAL

1. ACCESS FACILITIES

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

2. LANDSCAPING

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

3. LOCATION OF BUILDING, STRUCTURES AND FACILITIES

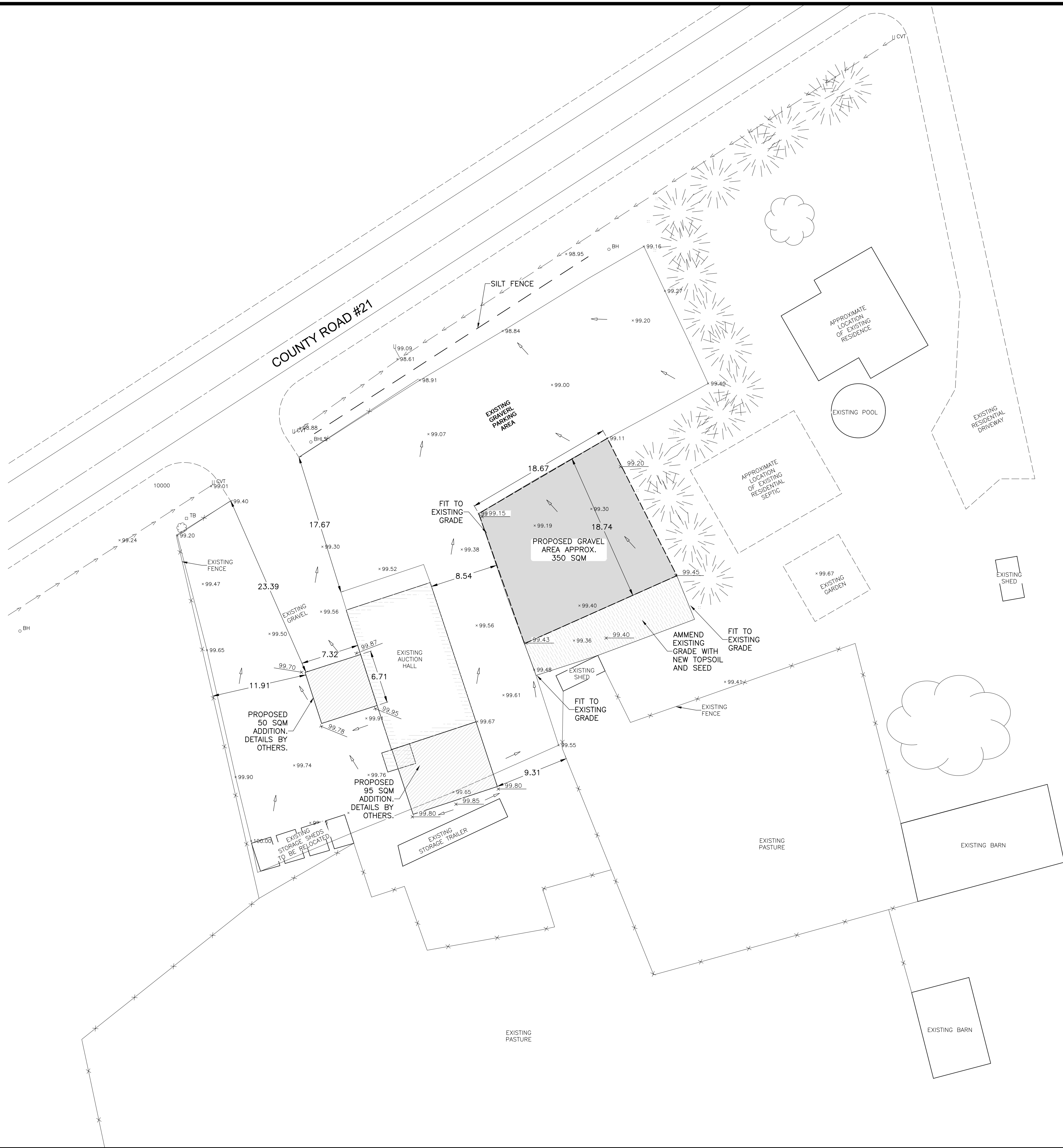
As per site plan forming Exhibit No. 1 of Schedule "B" to this Agreement.

4. USE OF TEMPORARY SHEDS

The structures located on the site that are referred to as "Existing Storage Sheds" on the site plan forming Exhibit No. 1 of Schedule "B" shall from the signing of this agreement be considered temporary and shall not remain on the property for longer than 4 months following the signing of this agreement.

5. OUTDOOR STORAGE OF ITEMS

All materials, vehicles or other items that are stored outdoors pending sale shall not be stored within areas indicated as parking areas on the site plan forming Exhibit No. 1 of Schedule "B".



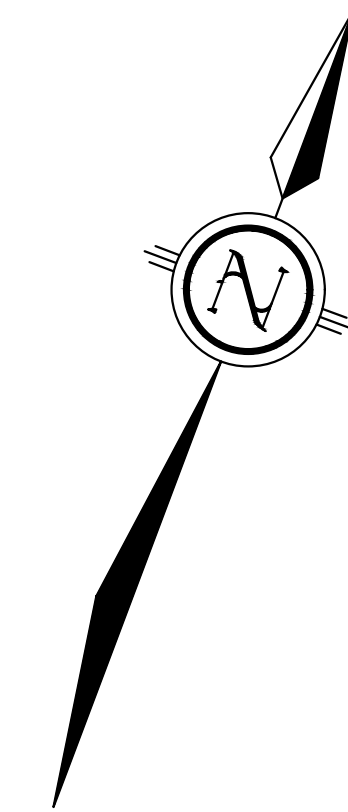
### GENERAL NOTES

1. ALL BOUNDARIES ARE APPROXIMATE, THIS IS NOT A LEGAL SURVEY PLAN.
2. ALL WORK ON COUNTY PROPERTY TO BE PERFORMED BY A CONTRACTOR APPROVED BY THE COUNTY.
3. CONTRACTOR TO VERIFY ALL DIMENSIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.
4. CONTRACTOR TO OBTAIN ALL NECESSARY PERMITS PRIOR TO START OF CONSTRUCTION.
5. ALL WORK WITHIN THE R.O.W. IS TO BE COMPLETED AS PER UNITED COUNTIES OF LEEDS AND GRENVILLE STANDARDS AND SPECIFICATIONS.
6. AMEND SOIL IN LOCATIONS SHOWN. TILL EXISTING EARTH TO MINIMUM 300mm DEPTH. COVER WITH 100mm TOPSOIL AND SEED.
7. PLACE SILT FENCE AS SHOWN ON PLAN. THE SILT FENCE BARRIERS SHALL REMAIN IN PLACE UNTIL REVEGETATION HAS BEEN ACHIEVED. THE BARRIERS SHALL BE MONITORED DAILY AND MAINTAINED AS REQUIRED. THE CONTRACTOR SHALL REMOVE THE SEDIMENT AND EROSION CONTROL MEASURES UPON COMPLETION OF CONSTRUCTION AND AFTER REVEGETATION HAS OCCURRED. THE SEDIMENT AND EROSION CONTROL FEATURES ARE TO BE CONSIDERED A LIVING DOCUMENT AND MAY BE MODIFIED AT ANY TIME.

### LEGEND

- × 99.90 EXISTING GRADE
- 99.90 PROPOSED GRADE
- 108.30 PROPOSED SWALE GRADE
- DIRECTION OF DRAINAGE
- EXISTING FENCELINE

- 150mm GRANULAR 'A'
  - 300mm GRANULAR 'B', TYPE II
- GRAVEL PARKING AREA**  
N.T.S.



### BENCHMARK

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

**EASTERN ENGINEERING GROUP INC.**  
BUILDING CODE IDENTIFICATION No. 19467

CLASSES OF REGISTRATION:  
BUILDING SERVICES LARGE BUILDINGS  
BUILDING STRUCTURAL ON SITE SEWAGE  
HOUSE SMALL BUILDINGS

No.	By	Date	Revisions
3	BCA	07/06/2018	PARKING AREA LABELED
2	RJM	04/05/2018	MISC. REVISIONS
1	RJM	24/04/2018	ISSUED FOR FINAL REVIEW

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

The contractor must check and verify all dimensions on the job prior to start of construction.  
Drawings are not to be scaled.

**EASTERN ENGINEERING GROUP INC.**  
CONSULTING ENGINEERS

Apex Building  
207 - 100 Strowger Blvd.  
Brockville, Ont. K6V 5J9  
Telephone: (613) 345-0400  
Facsimile: (613) 345-0008  
www.EastEng.com

Project Title:  
**2913 COUNTY ROAD 21  
LYNDON MARSHALL  
AUCTION SERVICES**

Drawing Title:  
**SITE PLAN**

Design:	R.J.M.	Checked:	C.A.J.	Approved:	C.A.J.	Project No.:	8250
Drawn:	R.J.M.	Checked:	A.J.P.	Date:	APRIL 2018	Contract No.:	.

Scale:	Horizontal:	Vertical:	<b>C1</b> File No.: 8250C.dwg
0	0	0	



## ACKNOWLEDGEMENT AND DIRECTION

TO: Samantha Berry  
(Insert lawyer's name)

AND TO: AULT & AULT  
(Insert firm name)

RE: Site Control Agreement ("the transaction")  
(Insert brief description of transaction)

**This will confirm that:**

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

### DESCRIPTION OF ELECTRONIC DOCUMENTS

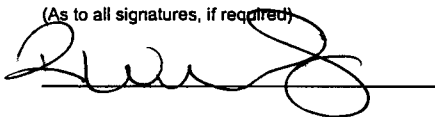
The Document(s) described in the Acknowledgement and Direction are the document(s) selected below which are attached hereto as "Document in Preparation" and are:

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

Dated at SPENCERVILLE, this 16 day of July, 2018.

**WITNESS**

(As to all signatures, if required)



\_\_\_\_\_  
THE CORPORATION OF THE TOWNSHIP OF  
EDWARDSBURGH/CARDINAL

  
\_\_\_\_\_  
PATRICK SAYEAU, MAYOR

  
\_\_\_\_\_  
DEBORA MCKINSTRY, C.O.

\_\_\_\_\_  
WE HAVE AUTHORITY TO BIND THE CORPORATION

**Properties**

**PIN** 68141 - 0197 LT  
**Description** PT LT 29 CON 6 EDWARDSBURGH AS IN PR128428; T/W PR128428;  
EDWARDSBURGH/CARDINAL  
**Address** 2913 COUNTY RD 21  
EDWARDSBURGH/CARDINAL

**Consideration**

**Consideration** \$0.00

**Applicant(s)**

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

**Name** THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH/CARDINAL  
Acting as a company  
**Address for Service** 18 Centre Street  
Spencerville, ON  
K0E 1X0

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

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

**Statements**

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

This notice is for an indeterminate period

Schedule: See Schedules

Properties

PIN68141 - 0197    LT

DescriptionPT LT 29 CON 6 EDWARDSBURGH AS IN PR128428; T/W PR128428;  
EDWARDSBURGH/CARDINAL

Address2913 COUNTY RD 21  
SPENCERVILLE

Consideration

Consideration\$0.00

Applicant(s)

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

NameTHE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH/CARDIDNAL

Address for Service18 Centre Street  
Spencerville, ON  
K0E  
1X0

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

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

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

Carolyn Marie Hedge

Box 428, 522 St. Lawrence St.  
Winchester  
K0C 2K0

acting for  
Applicant(s)

Signed    2018 07 19

Tel613-774-2670

Fax613-774-2266

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

Submitted By

AULT & AULT

Box 428, 522 St. Lawrence St.  
Winchester  
K0C 2K0

2018 07 19

Tel613-774-2670

Fax613-774-2266

Fees/Taxes/Payment

Statutory Registration Fee\$63.65

Total Paid\$63.65