

**THE TOWNSHIP OF EDWARDSBUGH CARDINAL
DEVELOPMENT AGREEMENT**

THIS AGREEMENT, made in triplicate, the ____ day of _____ 2024.

BETWEEN:

EDWARD BRONISZESKI AND LILA BRONISZESKI
(the "Owner")

-and-

THE CORPORATION OF THE TOWNSHIP OF EDWARDSBUGH CARDINAL
(the "Township")

FOR LANDS DESCRIBED AS

The severed parcel of severance application B-38-23
of the United Counties of Leeds and Grenville

Part 2 of 15R12398; EDWARDSBURGH/CARDINAL

RECITALS:

1. The Owner is the owner of the lands described in Schedule "A" to this Agreement and proposes to subdivide it for the purpose of selling, conveying, or leasing it in lots.
2. The said lands are the subject matter of consent application B-38-23 which has received conditional approval from the United Counties of Leeds and Grenville Consent Granting Authority, a copy of which is annexed hereto as Schedule "B".
3. The Township, pursuant to Section 53 of the Planning Act, R.S.O. 1990, as amended, has the authority to enter into an agreement imposed as a condition of the approval of consent.
4. This agreement shall be registered at the cost of the Owner against the land to which it applies subject to the Registry Act and the Land Titles Act;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the other good and valuable consideration and the sum of One (\$1.00) Dollar of lawful money of Canada, now paid by each of the other parties hereto (the receipt whereof is hereby acknowledged) the Parties hereby covenant, promise and agree with each other as follows:

**DEVELOPMENT AGREEMENT
BETWEEN EDWARD AND LILA BRONISZESKI
AND THE TOWNSHIP OF EDWARDSBURGH CARDINAL**

1. This Agreement affects the Lands described in Schedule "A" to this Agreement and shall ensure to the benefit of and be binding upon parties hereto, and their respective successors and assigns, The Owner hereby agrees to the registration of this Agreement against the title to the severed lands and retained lands, at the sole cost of the Owner.
2. The Owner hereby agrees to obtain all required municipal approvals and comply with all applicable Zoning By-Laws of the Township, the Building Code Act, 1992, S.O. 1992, c.23 requirements and approvals required by applicable government authorities which may be required prior to the development of the lands.
3. The Owner hereby acknowledges that the lands described in Schedule "A" to this Agreement are the subject of the Hydrogeological Study, as shown in Schedule "C" to this Agreement, which was completed in order to assess the water quality and quantity for the site to allow a single family dwelling on the proposed severed lot that is to be serviced by a well and the existing municipal sewer.
4. The Owner hereby acknowledges and agrees that the professional recommendations and matters provided by Schedules "C" shall be provided and maintained by the Owner at the Owner's sole risk and expense.
5. 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.
6. Any notice to be given hereunto shall be in writing to all other parties and either delivered personally or sent by prepaid registered mail, and in the latter case shall be deemed to have been given three (3) business days following the date upon which it was mailed. The address of the parties for the purpose hereof shall be:

to the Owner at:

Edward and Lila Broniszeski
PO Box 5
Spencerville ON K0E 1X0

to the Township at:

Township of Edwardsburgh Cardinal
PO Box 129
Spencerville ON K0E 1X0

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7. The following schedules will form part of this agreement:
SCHEDULE "A" – Description of the Property
SCHEDULE "B" – Decision of the United Counties of Leeds and Grenville
Consent Granting Authority
SCHEDULE "C" –Hydrogeological Study
Prepared by Kollaard Associates, October 28, 2022
SCHEDULE "D" – Site Survey 15R12398

IN WITNESS WHEREOF the parties hereto have executed this agreement.

OWNERS, EDWARD BRONISZESKI AND LILA BRONISZESKI

Owner

Owner

I/We are the registered owners of the property.

THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH CARDINAL

Mayor

Clerk

I/We have authority to bind the Corporation.

DATED AT Spencerville, ON this _____ day of _____, 2024

**DEVELOPMENT AGREEMENT
BETWEEN EDWARD AND LILA BRONISZESKI
AND THE TOWNSHIP OF EDWARDSBUGH CARDINAL**

SCHEDULE "A"

DESCRIPTION OF THE PROPERTY

The severed parcel of severance application B-38-23
of the United Counties of Leeds and Grenville

Shown as Part 2 on Registered Survey 15R12398

**DEVELOPMENT AGREEMENT
BETWEEN EDWARD AND LILA BRONISZESKI
AND THE TOWNSHIP OF EDWARDSBUGH CARDINAL**

SCHEDULE "B"

**DECISION OF THE UNITED COUNTIES OF LEEDS AND GRENVILLE
CONSENT GRANTING AUTHORITY**

**DEVELOPMENT AGREEMENT
BETWEEN EDWARD AND LILA BRONISZESKI
AND THE TOWNSHIP OF EDWARDSBUGH CARDINAL**

SCHEDULE "C"

**HYDROGEOLOGICAL STUDY
PREPARED BY KOLLAARD ASSOCIATES
OCTOBER 28, 2022**

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**SCHEDULE "D"
SITE SURVEY 15R12398**