

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

THIS AGREEMENT made in triplicate this ____ day of _____, 2021

BETWEEN: KEVIN BURCHELL

Hereinafter called the "Owner" of the first part

AND: THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH/CARDINAL

Hereinafter called the "Township" of the second part

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

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

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

1. Statutes, Bylaws, Licenses, Permits and Regulations

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

2. Schedules

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

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

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

2.2 Schedule "B" -Site Plan.

2.3 Schedule "C" -Special Conditions.

3. Land to Which this Agreement Applies

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

4. Registration of Agreement and Commencement of Work

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

5. Completion Date

The owner agrees to complete the work required under this Agreement within one (1) year of the date of the commencement of works. Notwithstanding, if exceptional circumstances prevent the owner from complying with the requirements, the Township may extend the completion date. 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
P.O. Box 129
18 Centre Street
Spencerville ON KOE 1X0

9.2 In the case of the Owner(s):

Kevin Burchell
1307 Brouseville Road
Spencerville ON K0E 1X0

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

Kevin Burchell

CORPORATION OF THE TOWNSHIP OF
EDWARDSBURGH/CARDINAL

Mayor

Clerk

SCHEDULE "A"

Site Plan Control Agreement

DESCRIPTION OF THE PROPERTY

PT LT 6 CON 1 EDWARDSBURGH; PT LT 9 W/S WEST ST PL 1 CARDINAL PT 1
15R10633; S/T PR116401; EDWARDSBURGH/CARDINAL

DRAFT

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

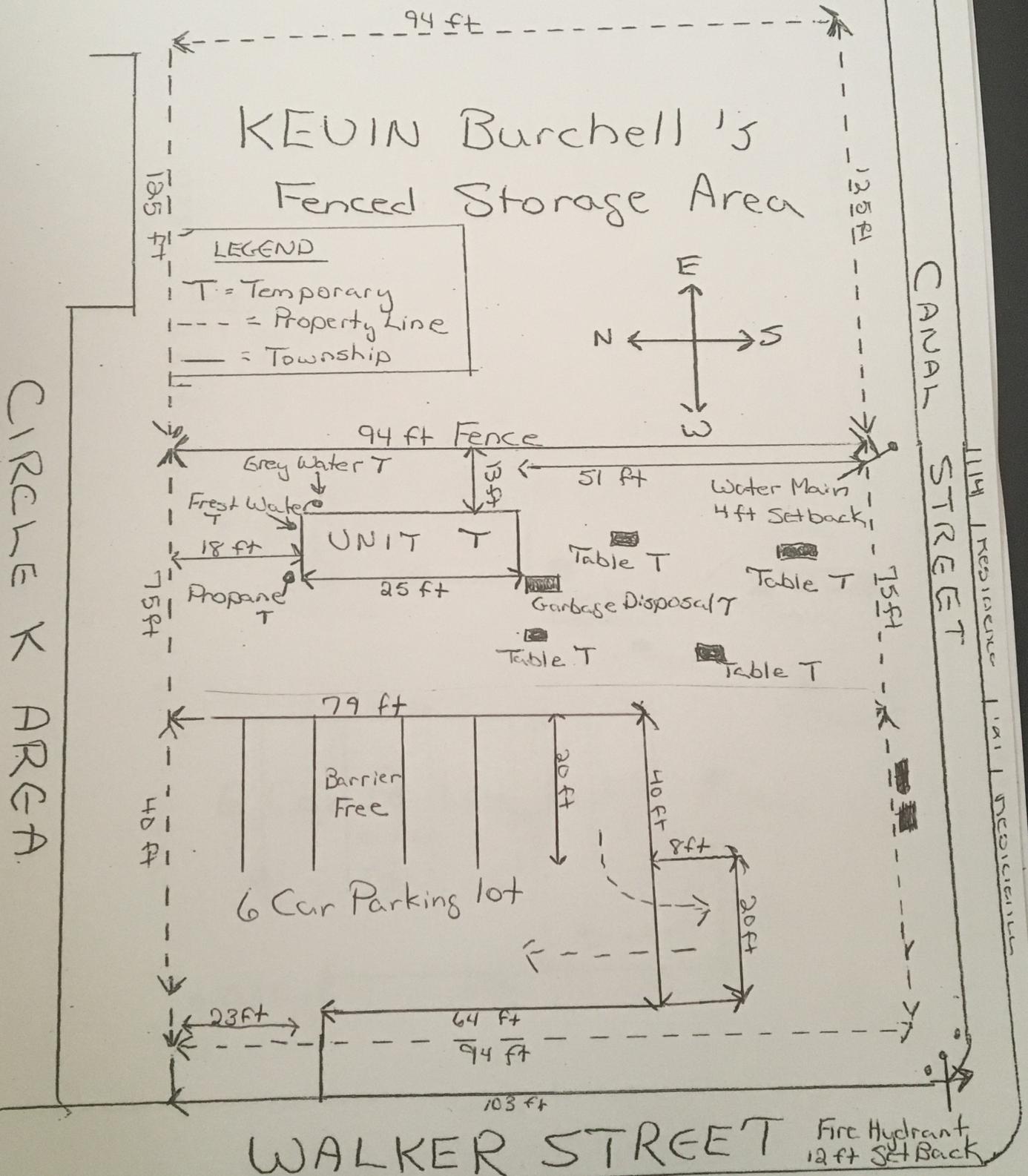
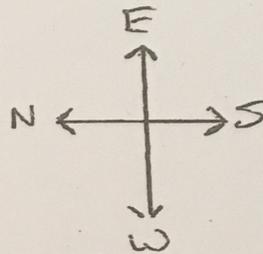
DRAFT

WEST END OF Mall

KEVIN Burchell's Fenced Storage Area

LEGEND

- T = Temporary
- - - = Property Line
- = Township



WALKER STREET Fire Hydrant 12 ft SETBACK

SCHEDULE "C"

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. Grading and Drainage Control

The property owner shall provide a grading and drainage control plan, prepared by a qualified engineer and to the satisfaction of the Township by March 1st, 2022. The works recommended in the plan shall be carried out prior to any operations on the site in 2022.

Should the Township identify any drainage concerns on or around the subject property the Township may request a grading and drainage control plan prior to March 1st, 2022. Upon this request, the property owner shall provide a grading and drainage control plan to the satisfaction of the Township within 30 business days. The works recommended in the plan shall be carried out immediately at the expense of the owner.

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 Director of Operations and/or Road Superintendent.

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 and disposal is the responsibility of the owner.

6. Servicing

Any water and sewer requirements for the operation of the refreshment vehicle on site must be approved by the Leeds Grenville and Lanark 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 each year, 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. Temporary Structures

All structures and items that are shown as temporary on the site plan forming Exhibit 1 of Schedule "B" to this agreement shall be removed from the property by December 1st each year and shall not be placed on site prior to March 1st each year.

10. Noise

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

11. Parking

The 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.

12. Lighting

Any lighting on site is subject to the approval of the Chief Building Official.

Lighting shall not negatively impact adjacent properties or travelled road by illuminating beyond the property grounds.