



**EDWARDSBURGH CARDINAL**

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P.O. Box 129,  
18 Centre St.  
Spencerville, Ontario  
K0E 1X0

May 25, 2021

To: Tariq Baig – Director 5026698 Ontario Inc

**Re: Unopened Road Allowance Use – Frederick Street West Lands**

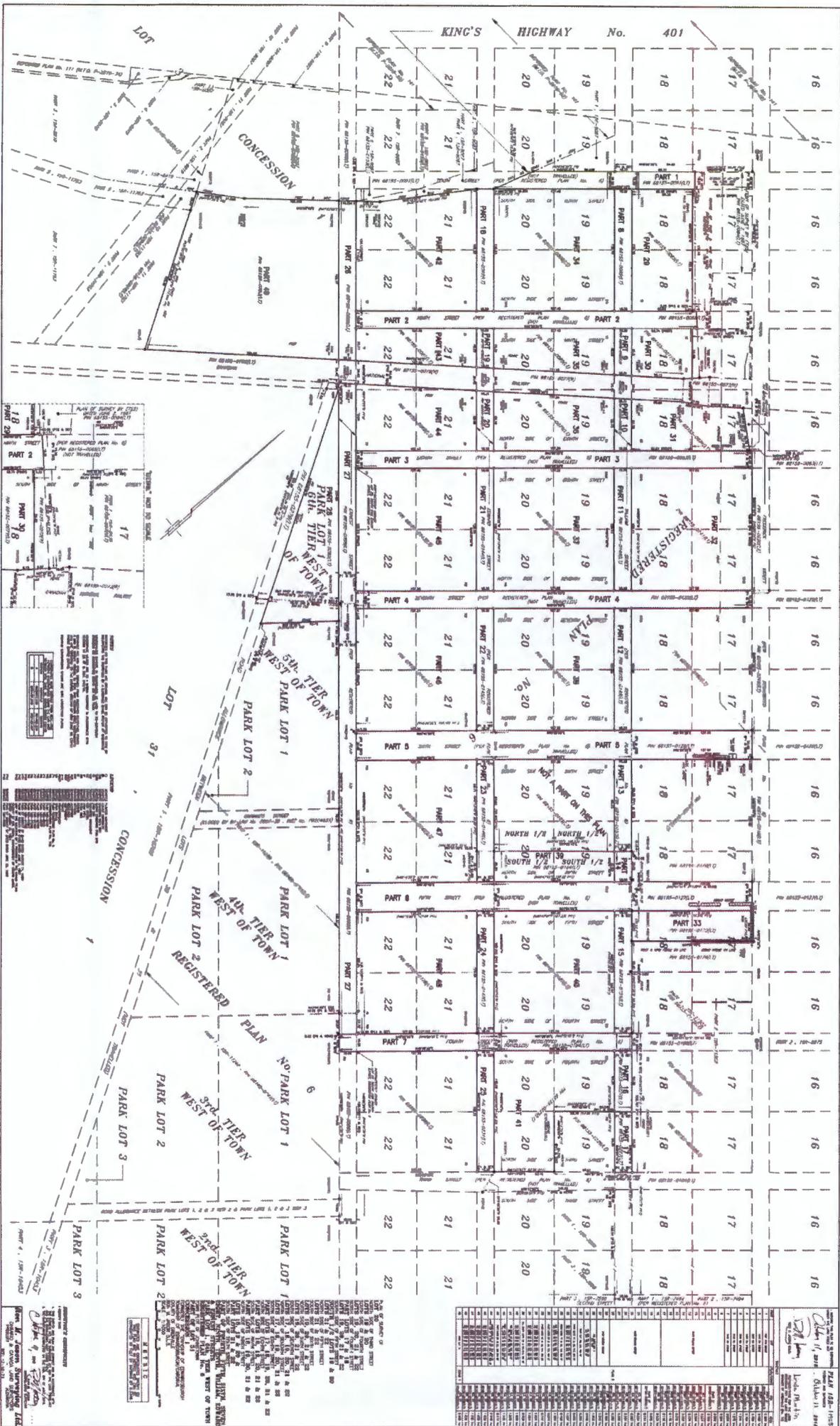
The Township is in receipt of your letter dated May 21, 2021 requesting written permission to use the Unopened Road Allowances, for agricultural purposes for the 2021 crop season, as contained within Registered Plan 15R-11953 dated October 11, 2018.

The Township requires the attached license agreement be entered into to use the land. See attached document for signature and return based on the \$30.00 per acre indicated in your letter.

Sincerely,

David S Grant

CAO



REGISTERED PLAN No. 1234  
 PLAN OF SUBDIVISION  
 PREPARED BY  
 J. J. JONES, Surveying Ltd.  
 1234 Main Street, Toronto, Ont.  
 1985

Lot No.	Area (sq. ft.)	Area (sq. m.)
16	10,000	929
17	10,000	929
18	10,000	929
19	10,000	929
20	10,000	929
21	10,000	929
22	10,000	929
PART 1		
PART 2		
PART 3		
PART 4		
PART 5		
PART 6		
PART 7		
PART 8		
PART 9		
PART 10		
PART 11		
PART 12		
PART 13		
PARK LOT 1		
PARK LOT 2		
PARK LOT 3		
5th TIER LOT 1		
4th TIER LOT 1		
3rd TIER LOT 1		

**License of Unopened Road Allowance**

THIS AGREEMENT made this 25 day of May, 2021,

Between:

5026698 Ontario Inc. (the "Licensee")

-and-

The Corporation of the Township of Edwardsburgh/Cardinal (the "Township").

IN CONSIDERATION of the granting by the Township of a license entitling the Licensee to use the Unopened Road Allowances described in Schedule A (the "Road Allowance"), under the jurisdiction of the Township, situated in the Township of Edwardsburgh/Cardinal for the purpose of agricultural use, the Licensee covenants and agrees with the Township as follows:

1. All improvements to the Road Allowances shall be at the sole expense of the Licensee. All improvements to the Road Allowances must be approved by the Township.
2. The Licensee will use the Road Allowances only for the purpose(s) described in this agreement.
3. The true location of the Road Allowances is verified by an Ontario Land Surveyor at the expense of the Township as per Registered Plan 15R-11953 dated October 11, 2018.
4. The area of lands owned by the Township and under cultivation by the Licensee as determined by the surveyor, and hereby agreed to, is 7.11 acres.
5. The fee for the use of the cultivated lands is set at \$30.00 per acre per year, payable by June 30, 2021 and by April 30<sup>th</sup> for each calendar year moving forward.
6. The fee may be adjusted by the Township from time to time, based on current market value in the Township of Edwardsburgh Cardinal for agricultural land lease, with minimum 90 days' notice by the Township to the licensee.
7. The area of lands owned by the Township and under cultivation by the licensee may not be increased.
8. If a new entranceway to any Road Allowance is required, the Licensee shall obtain the approval of the Township's Road Superintendent as to the entranceway's location, width, and size, as well as to the length of culvert to be installed and the grade at which it intersects the Township road, and without such approval, no entranceway shall be constructed.
9. If entry is upon a roadway not under the jurisdiction of the Township, the standards and specifications of the United Counties of Leeds & Grenville or the Ontario Ministry of Transportation must be adhered to in construction of any entranceway.
10. If the Licensee intends to construct an access from the Road Allowance to the property being used by the Licensee, the minimum width of land clearance shall be twenty (20) feet. This 20-foot clearance shall be located in the center of the Road Allowance, leaving

an equal buffer on either side of the cleared area, unless otherwise approved in writing by the Township.

11. The Township or any person authorized by the Township shall have the right at all times to inspect any construction provided for in this agreement and the Licensee shall pay to the Township the cost of such inspections.
12. The Licensee shall repair any damage caused to any existing roads as a result of any construction arising out of this agreement and shall pay for any costs involved in the relocation of any existing services such as electrical, telecommunications including telephone poles and other public utilities' plants and equipment.
13. The Licensee agrees that, if at any time the Township determines any of the construction arising out of this agreement is being or has been improperly performed, or if the Licensee neglects or refuses to correct and perfect such construction as may have been rejected by the Township as defective or unsuitable, then the Township shall not accept such construction and all repairs necessary to satisfy the Township shall be carried out at the sole expense of the Licensee.
14. Any person shall have the right to use the Road Allowances, but only the Licensee and Township shall be subject to the obligations set out in this agreement.
15. The Licensee shall post a notice at the entrance(s) to the Road Allowance, in a form acceptable to and approved in advance by the Township, advising the public and all potential users of the Road Allowance that the roadway is an unassumed municipal roadway and that it is used at the risk of the user.
16. The Township shall not be responsible for any construction, maintenance or repairs of or to the Road Allowances or any road or other improvements on the Road Allowance or otherwise arising out of this agreement.
17. The Licensee will always indemnify and save harmless the Township and its officers and directors from any action, claim, damage or loss whatsoever arising from the issuance of this license or the use of the Road Allowances under the jurisdiction of the Township permitted by this license or anything done or neglected to be done in connection with the use.
18. In the event that the Township incurs any costs or expenses involved in making payments into court or defending actions taken by any party in connection with or arising out of this agreement, such costs and expenses shall be paid by the Licensee to the Township on demand.
19. The Licensee further covenants and agrees to abide by all the requirements and policies of Township By-law No. 2015-52 (the "By-law") as may be amended, pertaining to any use of the Road Allowances under the jurisdiction of the Township within the Township of Edwardsburgh/Cardinal including the right of the Township to collect fees or cancel this license at any time upon written notice, following the procedure(s) and policies as outlined in the By-law.

TJB

20. The Licensee further covenants and agrees that he or she may not assign or transfer the permission for the use of the portions of the Road Allowance under the jurisdiction of the Township permitted by this license without the prior written consent of the Township which may be arbitrarily withheld.
21. The parties agree that the covenants, rights, duties, provisos, conditions and obligations in this agreement shall enure to the benefit of, and be binding upon, the Township and the Licensee and their respective successors and assigns.
22. Whenever the provisions of this agreement require an approval from or consent of any official of the Township, in the event that Council deems it appropriate, the approval or consent may be given by any other official of the Township or may include the approval or consent of the Council.
23. For ease of reference, the Parties acknowledge that the following schedules are attached to and form part of this Agreement:  
Schedule "A"- Location of Unopened Road Allowances RP15R 11953
24. This Agreement shall commence on the date of its execution and delivery by the Licensee and the Township.

IN WITNESS WHEREOF the Parties have executed this agreement by their respective officers duly authorized in that behalf, so of the date first set forth.

The Township of Edwardsburgh/Cardinal

Per: [Signature]

Per: [Signature]

[Signature] (ABDULLAH BAIG)  
Witness

\_\_\_\_\_  
Witness

) [Signature] (TARIB BAIG)  
) Licensee

) \_\_\_\_\_  
) Licensee