

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

**THIS AGREEMENT** made in triplicate this \_\_\_\_ day of \_\_\_\_\_, 2021

**BETWEEN:** Joan Allen and Victor Allen

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 Part 1 (758m<sup>2</sup>), Part 2 (225m<sup>2</sup>) and Part 3 (303m<sup>2</sup>) shown in the site plan forming Schedule "B" of 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.

## **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 1X0

### **9.2 In the case of the Owner(s):**

Joan and Victor Allen  
8072 County Road 44  
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 to these presents

OWNER/AUTHORIZED AGENT

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Owner

CORPORATION OF THE TOWNSHIP OF  
EDWARDSBURGH/CARDINAL

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

**SCHEDULE "A"**

**Site Plan Control Agreement**

**DESCRIPTION OF THE PROPERTY**

PT LT 22-23 CON 8 EDWARDSBURGH AS IN PR108037 EXCEPT PT 1 & 2,  
15R10837; EDWARDSBURGH/CARDINAL

**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**

#### **SPECIAL CONDITIONS**

**1. Access Facilities**

a) Access to the site will be via an entranceway owned and maintained by the owners, as per site plan forming Exhibit No.1 of Schedule "B" to this agreement.

b) An Entranceway Permit shall be obtained from the United Counties of Leeds and Grenville prior to any construction on the site.

**2. Refuse Storage and Disposal**

a) The owner shall be responsible for the disposal of refuse from his property.

**3. Location of Building Structures and Facilities**

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

**4. Elevations**

a) As per Building Elevation Plans, forming Exhibit No.1 of Schedule "B" to this Agreement.