

**LETTER OF UNDERTAKING made this \_\_\_\_ day of \_\_\_\_\_, 2021**

FROM:

**FREEDOM MOBILE INC.**

Hereinafter referred to as “FREEDOM”

TO:

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

Hereinafter referred to as the “TOWNSHIP”

**WHEREAS FREEDOM** proposes to erect an 80 metre steel lattice telecommunications facility and associated equipment shelter (“Facility”) on a portion of certain lands more particularly described in Schedule “A” (“Lands”) and as shown on Schedule “B” (“Freedom Site Plan”).

**AND WHEREAS**, Section 5 of the *Radiocommunication Act* states that the Minister may, taking into account all matters the Minister considers relevant for ensuring the orderly development and efficient operation of radiocommunication in Canada, issue radio authorizations and approve each site on which radio apparatus, including antenna systems, may be located. The Minister may approve the erection of all masts, towers and other antenna-supporting structures. Proponents of radiocommunication and broadcast antenna systems must follow the land-use authority consultation process, CPC-2-0-03 – *Radiocommunication and Broadcasting Antenna Systems (Issue 5)* (“CPC”) when installing or modifying an antenna system. The installation of an antenna system or the operation of a currently existing antenna system that is not in accordance with this process may result in its alteration or removal and other sanctions against the operator in accordance with the *Radiocommunication Act*;

**AND WHEREAS**, the TOWNSHIP is the local land-use authority;

**AND WHEREAS** the TOWNSHIP adheres to Innovation, Science, and Economic Development Canada’s default consultation procedure CPC, which FREEDOM c/o Forbes Bros Ltd., followed;

**AND WHEREAS** Forbes Bros Ltd., circulated an information package pursuant to the requirements of the CPC in order to inform the public of its plans to construct the Facility and obtain public comment;

**AND WHEREAS** the TOWNSHIP has considered this matter and approved the Facility subject to this undertaking and conditions described below;

**AND WHEREAS** this Letter of Undertaking contains the undertaking of FREEDOM to the TOWNSHIP to develop the Facility in accordance with its submissions, plans, and representations and to satisfy the conditions of the TOWNSHIP outlined in Section 7;

**NOW THEREFORE**, Freedom hereby acknowledges and undertakes to the TOWNSHIP as follows:

#### **1. STATUTES, BYLAWS, LICENSES, PERMITS, AND REGULATIONS**

FREEDOM undertakes and agrees that prior to the commencement of any development, redevelopment, site alteration, construction or other works, FREEDOM 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. FREEDOM undertakes and agrees to comply with the requirements of all relevant municipal bylaws, provincial and federal statutes, and regulations, permits, approvals or licenses.

## **2. SCHEDULES**

FREEDOM 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 undertaking:

2.1 Schedule "A" – Legal Description of the Land to which this undertaking applies.

2.2 Schedule "B" – Site Plan.

## **3. LAND TO WHICH THIS UNDERTAKING APPLIES**

This undertaking 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. COMPLETION DATE**

FREEDOM agrees to complete the work required in this undertaking within one (1) year of the date of the commencement of works. Notwithstanding, if exceptional circumstances prevent FREEDOM from complying with the requirements, the TOWNSHIP may extend the completion date.

## **5. FACILITIES AND WORK TO BE PROVIDED AND MAINTAINED**

FREEDOM 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 described in this undertaking. This shall include the restoration of any faulty workmanship or materials.

## **6. NOTICE TO PARTIES**

Any Notice by any party to this undertaking to another shall be given in writing and mailed or delivered to the Party at the addresses shown below, or such other address as communicated to the other Party in writing:

### **6.1 In the case of the TOWNSHIP**

To the Clerk of the Township of Edwardsburgh/Cardinal  
18 Centre Street  
P.O. Box 129  
Spencerville, ON K0E 1X0

### **6.2 In the case of the proponent FREEDOM**

Freedom Mobile Inc.  
207 Queens Quay, Suite 710,  
PO Box 114  
Toronto, ON M5J 1A7  
Attention: Real Estate

## **7. CONDITIONS**

### **a.) ACCESS FACILITIES**

- i.) Access to the site will be via private driveway easement party to and maintained by FREEDOM, as per the site plan forming Exhibit No. 1 of Schedule “B”
- ii.) An Entranceway Permit shall be obtained from the United Counties of Leeds and Grenville prior to any construction on the site.

### **b.) REFUSE STORAGE AND DISPOSAL**

FREEDOM shall be responsible for the disposal of refuse resulting from the development of the Facility from this property.

### **c.) LOCATION OF BUILDING STRUCTURES AND FACILITIES**

As per site plan forming Exhibit No. 1 of Schedule “B” of this undertaking.

### **d.) ELEVATIONS**

As per Tower Elevation Profile, forming Exhibit No. 1 of Schedule “B” to this undertaking.

**SIGNED**

**FREEDOM MOBILE INC.**

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**NAME: Shafair Hamid**

**TITLE: Real Estate Lead Ontario**

**SCHEDULE "A"**

**DESCRIPTION OF THE PROPERTY**

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

DRAFT