

THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH/CARDINAL

BY-LAW NO. 2013-20

Being a By-law to amend By-law No. 2012-35 as amended

WHEREAS By-law No. 2012-35 as amended regulates the use of land and the use and erection of buildings and structures within the Township of Edwardsburgh/Cardinal;

AND WHEREAS the Council of the Corporation of The Township of Edwardsburgh/Cardinal has received a request to amend By-law No. 2012-35 as amended, to rezone the property described as 1302 Brouseville Road (Concession 3, Part of lot 13, Part 3 on Reference Plan No. 15R9136), Township of Edwardsburgh/Cardinal;

AND WHEREAS the Council of the Corporation of The Township of Edwardsburgh/Cardinal deems it advisable to amend By-law No. 2012-35 as amended as hereinafter set forth;

NOW THEREFORE the Council of The Corporation of The Township of Edwardsburgh/Cardinal enacts as follows:


1. That the following be added to the end of Section 10.2 (e) Temporary Zones:
 - [i] Agricultural, Temporary 1 (A-1-t, 1302 Brouseville Road, Concession 3, Part of lot 13, Part 3 on Reference Plan No. 15R9136, Township of Edwardsburgh/Cardinal);

Despite provisions to the contrary, on land zoned A-1-t, a second dwelling is permitted for a period of ten (10) years from the date of passing of this by-law; in accordance with the agreement attached hereto as Schedule 'B' and hereby authorized.
2. By-law No. 2012-35 as amended is hereby amended as follows:
 - (a) The area shown on Schedule 'A' to this By-law as indicated by the shaded tone shall henceforth be zoned as A-1-t;
 - (b) Schedule 'A' of By-law No. 2012-35 as amended is hereby amended in accordance with the provisions of this By-law.
3. The By-law shall become effective on the date of passing hereof, subject to the provisions of Section 34 (21) of the Planning Act, R.S.O. 1990, as amended.

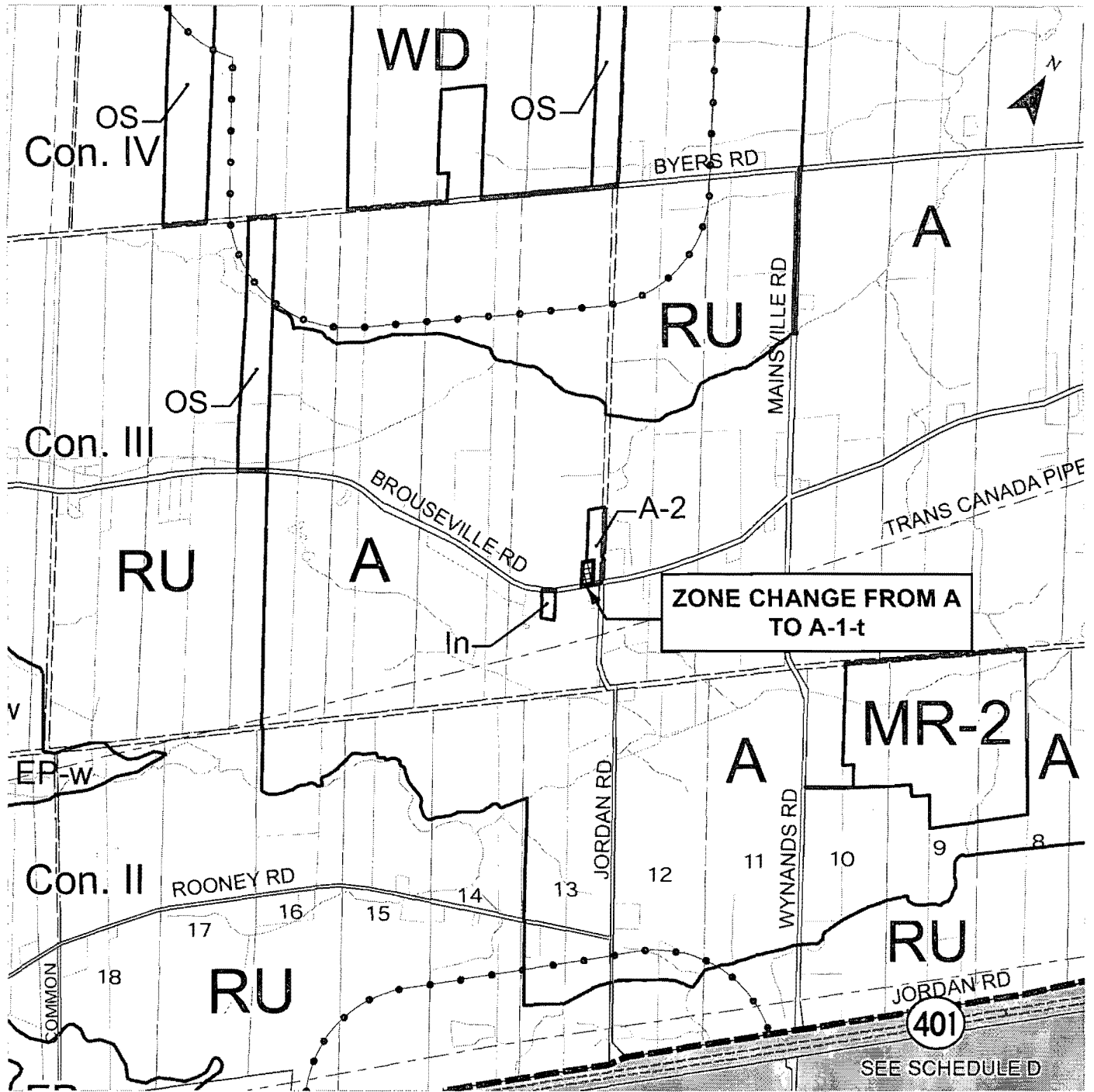
Read and adopted this 25th day of March, 2013.



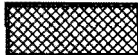
Mayor



Clerk





Area(s) Affected by this By-law

Agricultural, Temporary Use 1 

Certificate of Authentication

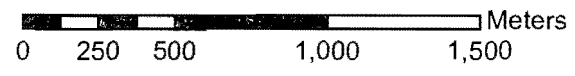
This is Schedule "A" to By-law No. 2013-20 passed this 25th day of March 2013.

 Mayor
 Clerk

Schedule "A" to By-law No. 2013-20

1302 Brouseville Road, Con. 3 Part of Lot 13
 Township of Edwardsburgh/Cardinal

Prepared: February 6, 2013
 Scale: 1:25000



 **J.L. Richards**
 ENGINEERS · ARCHITECTS · PLANNERS

Schedule to By-law 2013-20
AGREEMENT

THIS AGREEMENT made as of the 25th day of March, 2013.

BETWEEN: PHILIP O'CONNOR

(hereinafter called the "Owners")

OF THE FIRST PART

- and -

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

18 Centre Street, P.O. Box 129
Spencerville, Ontario, K0E 1X0
(hereinafter called the "Township")

OF THE SECOND PART

WITNESSES THAT WHEREAS:

1. The subject property is described as 1302 Brouseville Road (Concession 3, Part of lot 13, Part 3 on Reference Plan No. 15R9136);
2. Upon Application by the Owners, the Council of the Township approved a Temporary Use By-law to permit a second dwelling on the subject property for a period of ten (10) years from the date of passing of the by-law (By-law 2013-___ adopted on March 25, 2013);
3. It is noted that the Township Official Plan adopted by By-law 2010-62 on October 18, 2010 includes provisions for a three (3) year extension of the Temporary Use By-law;
4. It is a condition of the Township Council that the parties enter into this Agreement; and
5. The Township deems it expedient and in the public interest that this Agreement be entered into,

NOW THEREFORE in consideration of the sum of One Dollar (\$1.00) of lawful money of Canada paid by each party to the other, the receipt and sufficiency whereof is hereby by each of them respectively acknowledged, and in further consideration of the mutual provisions and covenants hereinafter set forth, the parties hereto covenant and agree as follows:

The Second Dwelling:

1. The parties agree that the second dwelling on the subject property will:
 - a. meet all of the provisions of the Ontario Building Code;
 - b. be removed at the time: (a) of expiry of the Temporary Use By-law; (b) it is no longer required for the purpose of housing a caretaker for the present owner or his spouse or any other individual residing in the main dwelling on the subject property; (c) should ownership of the subject property change in any way; whichever is sooner.

The Agreement

2. The Owners acknowledge that the Township shall not be liable, and hereby release the Township from any liability, for any loss or damage occasioned by the existence or use of the second dwelling, whether resulting from its construction, maintenance, non-repair or any other cause.
3. The Owners agree to reimburse the Township for all legal and planning fees and disbursements incurred by the Township in connection with the negotiation and execution of this Agreement promptly upon presentation of invoices for same.
4. The Owners hereby warrant to the Township that they are the registered owners, free of encumbrance, of the subject lands to this Agreement.

Notices

5. Any notice, request, demand or other communication required or permitted to be given under this Agreement by one party to the other shall be in writing and shall be sent by pre-paid first-class mail addressed to such other party as follows:
 - (i) To the Township: THE CORPORATION OF THE
TOWNSHIP OF EDWARDSBURGH/CARDINAL
18 Centre Street, P.O. Box 129
Spencerville, Ontario, K0E 1X0

(ii) To Owner(s): PHILIP O'CONNOR
1302 Brouseville Road, RR 5
Spencerville, Ontario, K0E 1X0

or to such other address as may be given by any of them to the other in writing from time to time, and any such communication shall be deemed to have been received 72 hours after 12:01 a.m. on the day following the date of mailing thereof.

Interpretation:

- 6. (a) In this Agreement, words importing the singular number shall include the plural and vice versa, and words importing the masculine gender shall include the feminine gender, and words importing persons shall include corporations.
- (b) The agreements, covenants and undertakings of the Owners herein shall be joint and several.

Execution:

IN WITNESS WHEREOF this Agreement has been executed by the Owners and by the Township, which has hereunto affixed its seal attested to by the signatures of its Mayor or his designate and the CAO or his designate pursuant to a by-law duly enacted by the Council of the Township.

SIGNED AND DELIVERED this 2
day of March 2013 in the presence of:

Linda Jamieson
Witness

)
)
) Philip O'Connor
) PHILIP O'CONNOR
)
)
)
)
)
)

THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH/CARDINAL

Per: Bill Sloan

Per: [Signature]