

**CORPORATION OF THE
TOWNSHIP OF EDWARDSBURGH CARDINAL**

BY-LAW NO. 2019-60

**“A BY-LAW TO AUTHORIZE THE EXECUTION OF
A SITE PLAN CONTROL AGREEMENT”**

WHEREAS: The Council of the Corporation of the Township of Edwardsburgh/Cardinal deems it advisable to enter into a Site Plan Control Agreement with Electronic Language Communications LTD. respecting development of a property described as:

921 COUNTY RD 2
CARDINAL
PT LOT 9 CONCESSION 1
EDWARDSBURGH,
PT 3, 15R-7219
EDWARDSBURGH/CARDINAL
ROLL #070170101010200
PIN 68153-0111

AND WHEREAS: Authority is granted under Section 41 of the Planning Act, RSO 1990, c.P. 13, as amended to the Council of the Corporation of the Township of Edwardsburgh/Cardinal to enter into such agreement;

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

1. That the Mayor and Clerk are hereby authorized to execute an agreement with Electronic Language Communications LTD. and that a signed copy of said agreement is attached hereto as Schedule “A”.
2. This by-law comes into effect upon passing.

Read a first and second time in open Council this 28th day of October, 2019.

Read a third and final time, passed, signed and sealed in open Council this 28th day of October, 2019.

Mayor

Deputy Clerk

CORPORATION OF THE
TOWNSHIP OF EDWARDSBURGH/CARDINAL

**SITE PLAN CONTROL AGREEMENT
AS AUTHORIZED BY BYLAW 2019-60**

THIS AGREEMENT made in triplicate this 12 day of November, 2019

BETWEEN: ELECTRONIC LANGUAGE COMMUNICATIONS LTD.

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: Bylaw 2002-31, as amended, of the Corporation of the Township of Edwardsburgh designated all of the lands in the Township of Edwardsburgh to be subject to site plan control;

AND WHEREAS: The owner is the registered owner of the lands described in Schedule "A" to this agreement and which are situate within the Township of Edwardsburgh Cardinal;

AND WHEREAS: The described land is zoned as a Highway Commercial-9 zone under the Township of Edwardsburgh Cardinal restricted area By-Law 2012-35 as amended;

AND WHEREAS: The owner wishes to develop the owner's lands according to the requirements of By-law 2012-35 as amended;

NOW THEREFORE THIS AGREEMENT WINESSETH THAT in consideration of other valuable considerations and the sum of two dollars (\$2.00) of lawful money of Canada now paid by the Owner to the Township (the receipt whereof is hereby acknowledged) and in consideration of the mutual covenants hereinafter expressed, the parties hereto covenant and agree one with the other as follows:



1. This is an agreement made pursuant to the provisions of Section 41 of the Planning Act, RSO 1990, as amended, and applies to the lands described in Schedule "A" to this agreement which lands are hereinafter referred to as the owner's lands.
2. That the location of the buildings and structures to be erected on the owner's lands, location of other facilities and the external appearance and design of the buildings shall conform to the plans attached hereto as Exhibit "1" of Schedule "B" to this agreement; provided that minor changes to such plans may be made by the owner with the prior consent in writing of the Chief Building Official for the Corporation of the Township of Edwardsburgh/Cardinal.
3. That the owner shall satisfy the conditions, facilities and matters on the owner's lands as specified in Schedule "C" to this agreement to the satisfaction of the Chief Building Official for the Corporation of the Township of Edwardsburgh/Cardinal.
4. That the conditions, facilities and matters as shown on Schedule "B" and described in Schedule "C" shall be provided and maintained by the owner at

his sole risk and expense and to the satisfaction of the Chief Building Official of the Corporation of the Township of Edwardsburgh/Cardinal, and that in default thereof, the provisions of Section 325 and 326 of the Municipal Act, RSO 1990, as amended, shall apply.


5. That if a building permit has not been issued within six months of the date of signing of this agreement, then this agreement will become null and void and a new application must be submitted and approved by the Chief Building Official for the Corporation of the Township of Edwardsburgh/Cardinal before a building permit shall be issued.
6. That the covenants, agreements and conditions herein contained on the part of the owner shall run with the land and shall be binding upon the parties hereto, and their successors, assigns, respective heirs, executors and administrators.
7. That it is understood and agreed that examination and acceptance of plans, drawings and contract document by any employee of the Corporation of the Township of Edwardsburgh/Cardinal or the satisfying of any requirements of this agreement by the owner does not constitute acceptance of this agreement by the Corporation of the Township of Edwardsburgh/Cardinal, until a Bylaw to authorize this agreement has been passed by the Council of the Corporation of the Township of Edwardsburgh/Cardinal and this agreement is signed by the persons authorized to do so by such Bylaw.
8. That the owner hereby agrees to pay all costs involved in the registration of this agreement and all other costs incurred by the Corporation of the Township of Edwardsburgh/Cardinal with respect to this agreement.

IN WITNESS WHEREOF the parties hereto have executed this agreement.

THE CORPORATION OF THE TOWNSHIP
OF EDWARDSBURGH CARDINAL

) 
) Mayor
) 
) Clerk
We have authority to bind the
Corporation.

ELECTRONIC LANGUAGE COMMUNICATIONS LTD.

) 
) Owner
I/We have authority to bind the
Corporation.

DATED AT Spencerville, ON this 22 day of November, 2019

SCHEDULE "A"
Site Plan Control Agreement
ELECTRONIC LANGUAGE COMMUNICATIONS LTD.

TO AGREEMENT EXECUTED THE 22 day of November, 2019.

BETWEEN: ELECTRONIC LANGUAGE COMMUNICATIONS LTD.

AND: THE CORPORATION OF THE TOWNSHIP OF
EDWARDSBURGH/CARDINAL

DESCRIPTION OF THE PROPERTY

PT LOT 9 CON 1 EDWARDSBURGH PT 3, 15R7219;
EDWARDSBURGH/CARDINAL
PIN 68153-0111

SCHEDULE "B"
Site Plan Control Agreement
ELECTRONIC LANGUAGE COMMUNICATIONS LTD.

TO AGREEMENT EXECUTED THE 22 day of November, 2019.

MASSING AND CONCEPTUAL PLAN SITE PLAN

EXHIBITS: The following Exhibits attached hereto shall form part of this Schedule:

Exhibit 1 - Site Plan

RESIDENTIAL

PLAN OF BUILDING LOCATION SURVEY PART OF LOT 9 - CONCESSION I TOWNSHIP OF EDWARDSBURGH COUNTY OF GRENVILLE

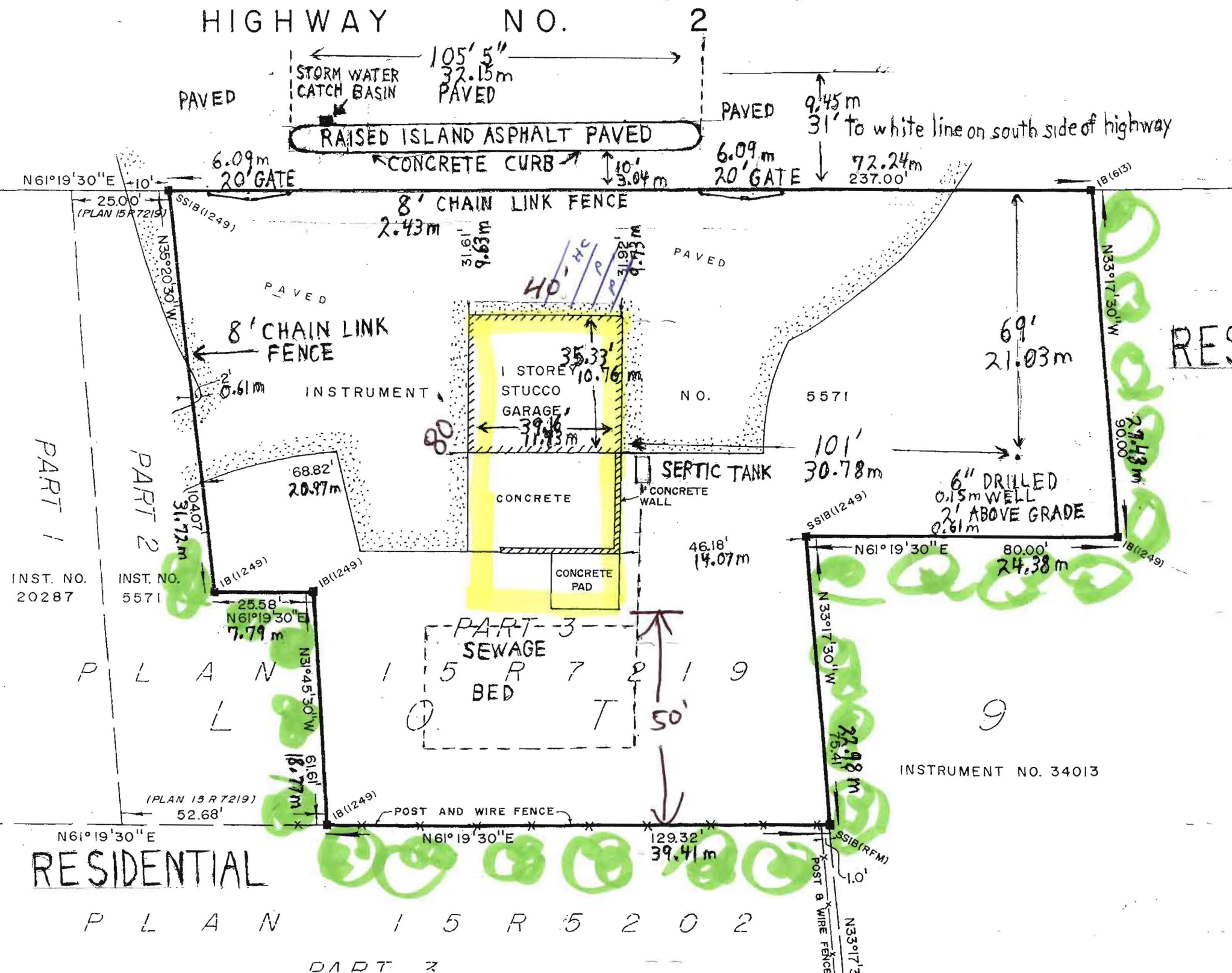
SCALE: 1" = 30'
25 mm = 9.14 m

© M. H. KALDEWAY LTD. 1987

CHANGES SINCE
1987 DREW BY JIM
PONTBRIAND JULY
2018, SEE 1987 PLAN
IN INSTRUMENT #
108926; SCHEDULE "B"
AND ALSO IN INFO PKG.

RESIDENTIAL

— Trees Existing
— proposed Building



BEARINGS ARE ASTRONOMIC AND REFER TO THE BEARING
N61°19'30"E ON THE SOUTHEASTERN LIMIT OF KING'S
NO. 2 ACCORDING TO ASSUMPTION PLAN NO. 113.

NOTE: MEASUREMENTS ON BOUNDARIES ARE THE SAME
AS ON PLAN 15R7219.

LEGEND

| | | | |
|------|---------------------------------|-----|---------------------|
| □ | DENOTES PLANTED MONUMENT | CC | DENOTES CUT CROSS |
| ■ | DENOTES FOUND MONUMENT | IP | DENOTES IRON PIPE |
| SIB | DENOTES STANDARD IRON BAR | WIT | DENOTES WITNESS |
| SSIB | DENOTES SHORT STANDARD IRON BAR | FN | DENOTES FIELD NOTES |
| IB | DENOTES IRON BAR | — | DENOTES FENCE |
| RB | DENOTES ROCK BAR | ∅ | DENOTES ROUND |
| CM | DENOTES CONCRETE MONUMENT | | |

SCHEDULE "C"
Site Plan Control Agreement
ELECTRONIC LANGUAGE COMMUNICATIONS LTD.

TO AGREEMENT EXECUTED THE 22 day of November, 2019.

1. ACCESS FACILITIES

- a) As per site plan forming Exhibit No. 1 of Schedule "B".

2. OFFSTREET PARKING AND LOADING

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

3. SNOW REMOVAL

- a) Responsibility of the owner.

4. GRADING AND DISPOSAL OF STORM AND SANITARY WASTE

- a) Sanitary waste as per requirements of the District Health Unit.
- b) Storm water disposal as per site plan forming Exhibit No. 1 of Schedule "B" to this Agreement.

5. FLOODLIGHTING

- a) Parking lots and access driveways on the owner's land are to be illuminated to the requirements of the Chief Building Official.

6. LANDSCAPING

- a) As per site plan forming Exhibit No. 1 of Schedule "B" to this Agreement.
- b) A visual screen consisting of a 3m strip of landscaped space along the interior lot lines shall be maintained by the property owner.

7. REFUSE STORAGE AND DISPOSAL

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

9. LOCATION OF BUILDING STRUCTURES AND FACILITIES

- a) As per Building Elevation Plans forming Exhibit No. 2 of Schedule "B" to this Agreement.

ACKNOWLEDGEMENT AND DIRECTION

TO: Samantha Berry
(Insert lawyer's name)

AND TO: AULT & AULT
(Insert firm name)

RE: Notice of Site Control Agreement ("the transaction")
(Insert brief description of transaction)

This will confirm that:

- I/We have reviewed the information set out in this Acknowledgement and Direction and in the documents described below (the "Documents"), and that this information is accurate;
- You, your agent or employee are authorized and directed to sign, deliver, and/or register electronically, on my/our behalf the Documents in the form attached.
- You are hereby authorized and directed to enter into an escrow closing arrangement substantially in the form attached hereto being a copy of the version of the Document Registration Agreement, which appears on the website of the Law Society of Upper Canada as the date of the Agreement of Purchase and sale herein. I/We hereby acknowledge the said Agreement has been reviewed by me/us and that I/We shall be bound by its terms;
- The effect of the Documents has been fully explained to me/us, and I/we understand that I/we are parties to and bound by the terms and provisions of the Documents to the same extent as if I/we had signed them; and
- I/we are in fact the parties named in the Documents and I/we have not misrepresented our identities to you.
- I, _____, am the spouse of _____, the (Transferor/Chargor), and hereby consent to the transaction described in the Acknowledgment and Direction. I authorize you to indicate my consent on all the Documents for which it is required.

DESCRIPTION OF ELECTRONIC DOCUMENTS

The Document(s) described in the Acknowledgement and Direction are the document(s) selected below which are attached hereto as "Document in Preparation" and are:

- ☐ A Transfer of the land described above.
- ☐ A Charge of the land described above.
- ☒ Other documents set out in Schedule "B" attached hereto.

Dated at Spartanville, ON, this 13 day of December, 2019.

WITNESS

(As to all signatures, if required)

Rm

THE CORPORATION OF THE TOWNSHIP OF
EDWARDSBURGH/CARDINAL

Patrick Sayeau
PATRICK SAYEAU - MAYOR

Debra McKinstry
DEBRA MCKINSTRY - CLERK

We have authority to bind the Corporation

This document has not been submitted and may be incomplete.

Properties

PIN 68153 - 0111 LT
Description PT LT 9 CON 1 EDWARDSBURGH PT 3, 15R7219; EDWARDSBURGH/CARDINAL
Address 921 COUNTY RD 2
CARDINAL

Consideration

Consideration \$0.00

Applicant(s)

The notice is based on or affects a valid and existing estate, right, interest or equity in land

Name THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH/CARDINAL
Acting as a company
Address for Service 18 Centre Street, Spencerville, Ontario, K0E 1X0
This document is not authorized under Power of Attorney by this party.
This document is being authorized by a municipal corporation Patrick Sayeau, Mayor and Debra McKinstry, CAO/Clerk.

Statements

This notice is pursuant to Section 71 of the Land Titles Act.
This notice is for an indeterminate period
Schedule: See Schedules

File Number

Applicant Client File Number : 1369-372

Properties

PIN68153 - 0111 LT

DescriptionPT LT 9 CON 1 EDWARDSBURGH PT 3, 15R7219; EDWARDSBURGH/CARDINAL

Address921 COUNTY RD 2
CARDINAL

Consideration

Consideration\$0.00

Applicant(s)

The notice is based on or affects a valid and existing estate, right, interest or equity in land

NameTHE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH/CARDINAL

Address for Service18 Centre Street, Spencerville, Ontario,
K0E 1X0

This document is not authorized under Power of Attorney by this party.

This document is being authorized by a municipal corporation Patrick Sayeau, Mayor and Debra McKinstry, CAO/Clerk.

Statements

This notice is pursuant to Section 71 of the Land Titles Act.

This notice is for an indeterminate period

Schedule: See Schedules

Signed By

Amanda Jayne Spink PietersmaBox 428, 522 St. Lawrence St.
Winchester
K0C 2K0acting for
Applicant(s)Signed2019 12 16

Tel613-774-2670

Fax613-774-2266

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

AULT & AULTBox 428, 522 St. Lawrence St.
Winchester
K0C 2K02019 12 16

Tel613-774-2670

Fax613-774-2266

Fees/Taxes/Payment

Statutory Registration Fee\$65.05

Total Paid\$65.05

File Number

Applicant Client File Number :1369-372