

## SEVERANCE AGREEMENT

THIS AGREEMENT effective the 11<sup>th</sup> day of January, 2023.

**BETWEEN:**

**1047582 ONTARIO LTD.**  
(hereinafter referred to as the “**Owner**”)

- and -

**MUNICIPALITY OF MIDDLESEX CENTRE**  
(hereinafter referred to as the “**Municipality**”)

hereinafter collectively referred to as the “**Parties.**”

**WHEREAS:**

- A. The Owner warrants and represents that it is the registered owner of Part of Lot 4, Concession 16, as in 98975, Middlesex Centre Township/London Township, now in the Municipality of Middlesex Centre, County of Middlesex, being all of PIN 08150-0050 (LT), municipally known as 24176 Clarke Road, Granton, ON, N0M 1V0 (hereinafter referred to as the “**Subject Lands**”);
- B. Council for the Municipality has authority to make Consent decisions pursuant to the *Planning Act*, RSO 1990, c P 13, as amended or replaced (the “*Planning Act*”);
- C. The Owner applied to sever the Subject Lands in Consent Application # B-1/2021 (hereinafter referred to as the “**Application**”);
- D. On January 26<sup>th</sup>, 2022, Council for the Municipality approved the Application subject to certain severance conditions (hereinafter referred to as the “**Decision**”), which are to run with the Subject Lands and Severed Parcel, as defined herein;
- E. The registration of this Severance Agreement on title of the Subject Lands and Severed Parcel, as defined herein, is authorized by subsections 53(12) and 51(25-26) of the *Planning Act*.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of good and valuable consideration, including but not limited to the consent to severance, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby covenant and agree as follows:

- 1. The above recitals are true and are hereby incorporated into this Severance Agreement by reference.
- 2. The lands identified as Part 1 on Plan 33R-21290, which includes a single family detached dwelling (hereinafter, referred to as the “**Severed Parcel**”), shall be severed from the Subject Lands subject to the following conditions:
  - a) The Certificate of Consent under Section 53(42) of the *Planning Act* shall be given within one year of the date of the notice of the Decision. The request for the Certificate of Consent shall be accompanied by a written submission that details how each of the conditions of severance has been met.

- b) The fee for the Certificate of Consent shall be paid in accordance with the current in-force Fees and Charges By-law of the Municipality.
  - c) A draft reference plan be prepared by an Ontario Land Surveyor for the purposes of facilitating the transaction of Consent #B-1/2021 and such plan shall be approved by the Municipality prior to being deposited with the Land Registry Office.
  - d) The Owner's solicitor provide a Transfer in Preparation to the Municipality, together with a deposited reference plan and a Schedule describing the land to be transferred, for the purposes of the issuance of a Certificate of Consent.
  - e) The Owner's solicitor submit an undertaking in a form satisfactory to the Municipality to register an electronic transfer of title consistent with the Consent decision.
  - f) The Owner shall include in any Agreement of Purchase and Sale of either the Subject Lands or the Severed Parcel, a warning specifically notifying future owners that normal farm practices, as outlined in the *Farming and Food Production Protection Act*, 1998, S.O. 1998, c. 1, as amended or replaced, are engaged in and occur in the area of the property and shall require the purchaser, as a condition of any aforementioned Agreement of Purchase and Sale, to acknowledge and accept that normal farm practices, as outlined in the *Farming and Food Production Protection Act*, 1998, Chapter 1, as amended or replaced, are engaged in and occur in the area of the property.
  - g) Any outstanding property taxes for the Subject Lands and Severed Parcel be paid in full.
  - h) If necessary, a revised assessment schedule in accordance with the *Drainage Act*, R.S.O. 1990, c. D.17 as amended or replaced, shall be commissioned and paid for by the Owner.
  - i) A Zoning By-law Amendment that recognizes the residential use of the Severed Parcel and prohibits residential use on the retained lot on the Subject Lands be in full force and effect.
  - j) The Owner provide confirmation that the private sewage disposal system that services the residence on the Severed Parcel is wholly contained on the said lot and that a 100% contingency area exists, to the satisfaction of the Municipality.
  - k) The Severed Parcel requires its own entrance, address and any laneway connecting the Subject Lands and Severed Parcel shall be altered in such a way that one cannot travel from one parcel of land to the other.
  - l) The Owner shall dedicate lands up to 18.0 metres from the centerline of construction of Elginfield Road (CR 7) to The Corporation of the County of Middlesex for the purposes of road widening across the Subject Lands and Severed Parcel if the right of way is not already to that width.
3. This Severance Agreement shall be registered on title of the Subject Lands and Severed Parcel at the sole expense of the Owner, and further, the covenants, agreements, obligations, conditions and understandings of the Owner herein shall run with the Subject Lands and Severed Parcel, shall extend to, be binding upon, and enure to the Parties and their respective heirs, executors, administrators, successors, assigns and subsequent occupiers of the Subject Lands and Severed Parcel.

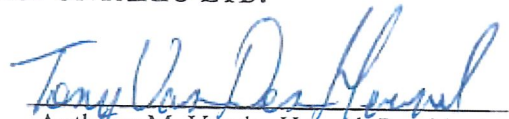
4. Agreement constitutes the entire agreement between the Parties pertaining to the Application and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties. The Parties acknowledge that there are no representations, warranties or other agreements between the Parties in connection with the subject matter of this Agreement except as specifically set out in this Agreement and that no Party has been induced to enter into this Agreement in reliance on, and there will be no liability assessed, either in tort or contract, with respect to, any warranty, representation, opinion, advice or assertion of fact, except to the extent it has been reduced to writing and included as a term in this Agreement.
5. No modifications or amendments to this Severance Agreement may be made unless agreed to by the Parties in writing.
6. This Severance Agreement may be executed in counterparts with the same effect as if all Parties had signed the same document. All counterparts shall be construed together, and shall constitute one and the same agreement. Counterparts may be executed either in original or faxed or electronic form and the Parties may adopt any signatures received by facsimile or electronically as original signatures of the Parties.
7. This Severance Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

**IN WITNESS WHEREOF** the Parties have duly executed this Severance Agreement on the date(s) set out below and the Parties agree that this Agreement shall be effective on the date set out at the top of page one (1) of this Agreement.

Date: September 9, 2022.

**1047582 ONTARIO LTD.**

Per:

  
 Anthony M. VandenHeuvel, President  
*I have authority to bind the Corporation*

Date: \_\_\_\_\_, 2023.

**MUNICIPALITY OF MIDDLESEX CENTRE**

Per:

\_\_\_\_\_  
 Aina DeViet, Mayor

Per:

\_\_\_\_\_  
 James Hutson, Clerk

*We have authority to bind the Municipal Corporation*