

SEVERANCE AGREEMENT

THIS AGREEMENT effective the ___ day of _____, 2024.

BETWEEN:

1891958 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(s) of PT LT 11, CON 5 , AS IN 479603, EXCEPT PT 1, 33R3347 & PT 1, 33R9010 & PARTS 1, 2 & 3, 33R3184 ; MIDDLESEX CENTRE TWP/LOBO TWP, being all of PIN 09666-0011(LT), municipally known as 10701 Lamont Drive, Komoka ON, N0L 1R0 (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-21-2023 (hereinafter referred to as the “**Application**”);
- D. On November 15, 2023 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-22021, which includes, which includes one dwelling, and one detached single car garage (hereinafter, referred to as the “**Severed Parcel**”), shall be severed from the Subject Lands subject to the following conditions:
 - a) That the Certificate of Consent under Section 53(42) of the *Planning Act* shall be given within two years 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) That the fee for the Certificate of Consent be paid in accordance with the Municipality's Fees and Charges By-law.
- c) That a draft reference plan be prepared by an Ontario Land Surveyor for the purposes of facilitating the transaction of Consent B-21/2023 and that this plan be approved by the Municipality prior to being deposited with the Land Registry Office.
- d) That 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) That 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) That the Owner enter into a severance agreement with the Municipality in order to advise future owner of the severed lot of Consent B-21/2023 of normal farm practices occurring in the area as outlined in the Farming and Food Production Protection Act, 1998, as amended.
- g) That any outstanding property taxes for the severed and retained lots of Consent B-21/2023 be paid in full.
- h) That, if necessary a revised assessment schedule in accordance with the Drainage Act, as amended, be commissioned and paid for by the Owner.
- i) That a Zoning By-law Amendment that recognizes the residential use of the severed lot and reduced frontage and prohibits any additional residential use on the retained lot of Consent B-21/2023 be in full force and effect.
- j) That the Owner provide confirmation that the private sewage disposal system that services the residence on the severed lot of Consent B-21/2023 is wholly contained on the said lot and that a 100% contingency area exists, to the satisfaction of the Municipality.
- k) That the severed land requires its own entrance, address and any laneway connecting the retained and severed land shall be altered in such a way that one cannot travel from one parcel of land to the other.
- l) That the hydro service for the severed lands be fully within the boundary of the proposed severed lot.
- m) That the agricultural buildings on the remnant parcel either be removed, or altered in such a way, through a building permit, that it would no longer be suitable for housing livestock to the satisfaction of the municipal building department, thereby ensure no compliance issues with MDS.
- n) That any remaining buildings on the retained lands maintain their own hydro service wholly contained on the retained lands, if required.
- o) That any access between the severed and retained parcels be removed, including any driveways connecting the two parcels, to the satisfaction of the Chief Building Official.
- p) That an address be assigned and number erected for the retained agricultural parcel.

- q) That the Owner will be required to dedicate lands measured up to 18 m from the centreline of construction of County Road 22 (Egremont Drive) across the retained parcel to the County of Middlesex for the purposes of road widening 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. This 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.

[SIGNING PAGE TO FOLLOW]

Date: December 15, 2024

Signed by:

Per: Ross James McLachlan
Printed Name/Position: Ross McLachlan, President of
1891958 Ontario Ltd.

Signed by:

Per: Stuart Donald McLachlan
Printed Name/Position: Stuart Donald McLachlan, Vice
-President of 1891958 Ontario Ltd.

We have authority to bind the Corporation

Date: _____, _____

MUNICIPALITY OF MIDDLESEX CENTRE

Per: _____
Aina DeViet, Mayor

Per: _____
James Hutson, Clerk

We have authority to bind the Municipal Corporation
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