

Committee of Adjustment Application to Planning Department

Complete Application

A complete Committee of Adjustment application consists of the following:

1. A properly completed and signed application form (signature must on original version);
2. Supporting information adequate to illustrate your proposal as listed in **Section H** of this application form (plans are required in paper copy and digital PDF format);
3. Written authorization from all registered owners of the subject lands where the applicant is not the owner as per Section N; and,
4. Cash, debit or cheque payable to Norfolk County in the amount set out in the Norfolk County User Fees By-Law.

Planning application development fees are not required with the submission of your completed and signed development application. Your planning application fee will be determined by the planner when your application has been verified and deemed complete. Prepayments will not be accepted.

5. Completed applications are to be mailed to the attention of **Secretary Treasurer – Committee of Adjustment**: 185 Robinson Street, Suite 200, Simcoe, ON N3Y 5L6 or email your application committee.of.adjustment@norfolkcounty.ca. Make sure submissions are clearly labelled including address, name, and application type. Failure to do so may impact the timing of your application.

The above listed items are required to ensure that your application is given full consideration. An incomplete or improperly prepared application will not be accepted and may result in delays during the processing of the application. This application must be typed or printed in ink and completed in full.

Please review all of the important information summarised below.

Before your Application is Submitted

A pre-consultation meeting is not usually required for Committee of Adjustment applications; however, discussion with Planning Department staff prior to the submission of an application is **strongly encouraged**. The purpose of communicating with a planner **before** you submit your application is: to review your proposal / application, to discuss potential issues; and to determine the required supporting information and materials to be submitted with your application before it can be considered complete by staff. You might find it helpful to retain the services of an independent professional (such as a registered professional planner) to help you with your application. Information about the Official Plan and Zoning By-law can be found on the County website: www.norfolkcounty.ca/planning

After Your Application is Submitted

Once your payment has been received and the application submitted, in order for your application to be deemed complete all of the components noted above are required.

Incomplete applications will be identified and returned to the applicant. The *Planning Act* permits up to 30 days to review and deem an application complete.

Once your application has been deemed complete by the Planning Department, it is then circulated to public agencies and County departments for review and comment. A sign is also provided that is required to be posted on the subject lands that summarizes the application and identifies the committee meeting date. The comments received from members of the community will be included in the planning report and will inform any recommendations in relation to the application.

If the subject lands are located in an area that is regulated by either the Long Point Region Conservation Authority or by the Grand River Conservation Authority an additional fee will be required if review by the applicable agency is deemed necessary. A separate cheque payable to the Long Point Region Conservation Authority or the Grand River Conservation Authority is required in accordance with their fee schedule at the same time your application is submitted.

Additional studies required as part of the complete application shall be at the sole expense of the applicant. In some instances peer reviews may be necessary to review particular studies and that the cost shall be at the expense of the applicant. The company to complete the peer review shall be selected by the County.

If the application is withdrawn prior to the circulation to commenting agencies, the entire original fee will be refunded. If withdrawn after the circulation to agencies, half the original fee will be refunded. No refund is available after the public meeting and/or approval of application.

Notification Sign Requirements

Planning Department staff may post a notification sign on your property in advance of the public meeting on your behalf. Please keep this sign posted until you have received a notice in the mail indicating that the Secretary Treasurer received no appeals. However, it is the applicant's responsibility to ensure that the sign is correctly posted within the statutory timeframes, according to the *Planning Act*. Failure to post a sign in advance of the public meeting in accordance with statutory requirements will impact the timing of your application at the Committee of Adjustment meeting. Applicants are responsible for removal of the sign following the appeal period. The signs are recyclable and can be placed in your blue box.

Contact Us

For additional information or assistance in completing this application, please contact a planner at 519-426-5870 ext. 1842 or Committee.of.Adjustment@NorfolkCounty.ca



For Office Use Only:	BNPL2023401		
File Number	-	Application Fee	\$6105.00
Related File Number	-	Conservation Authority Fee	Yes
Pre-consultation Meeting	Dec.13.2023	Well & Septic Info Provided	Yes
Application Submitted	March.21.2023	Planner	Hanne Yager
Complete Application		Public Notice Sign	

Check the type of planning application(s) you are submitting.

- ☐ Consent/Severance/Boundary Adjustment
☒ Surplus Farm Dwelling Severance and Zoning By-law Amendment
☐ Minor Variance
☐ Easement/Right-of-Way

Property Assessment Roll Number: 336-080-29400

A. Applicant Information

Name of Owner GEORGE MIKLANCIC + LAURIE MIKLANCIC

It is the responsibility of the owner or applicant to notify the planner of any changes in ownership within 30 days of such a change.

Address 1542 CONCESSION 13 TOWNSEND
Town and Postal Code SIMCOE, ONTARIO N3Y 4K3
Phone Number _____
Cell Number _____
Email _____

Name of Applicant JASON VERI, COLE MILLER, RAYMOND MILLER
Address 90 759 CONCESSION 14
Town and Postal Code HAGERSVILLE, ONTARIO N0A 1H0
Phone Number _____
Cell Number (905) 981-7203
Email jasonveri@bellnet.ca

Name of Agent C. EDWARD MCCARTHY
Address 17 MAIN STREET SOUTH
Town and Postal Code HAGERSVILLE, ONTARIO, N0A 1H0
Phone Number (905) 768-3553
Cell Number _____
Email ed@mccarthyfowler.com

Please specify to whom all communications should be sent. Unless otherwise directed, all correspondence and notices in respect of this application will be forwarded to the owner and agent noted above.

☒ Owner ☒ Agent ☒ Applicant

Names and addresses of any holder of any mortgagees, charges or other encumbrances on the subject lands:

FARM CREDIT CANADA, 1133 ST. GEORGE BLVD.,
MONCTON, NEW BRUNSWICK, E1E 4E1

B. Location, Legal Description and Property Information

1. Legal Description (include Geographic Township, Concession Number, Lot Number, Block Number and Urban Area or Hamlet):

PARCEL 2-25, SECTION D-5 (TOWNSEND), PART OF UNIT 2,
PLAN D-37-5, BEING PART 1, 37R-7542

Municipal Civic Address: 1542 CONCESSION 13 TOWNSEND, SIMCOE

Present Official Plan Designation(s): AGRICULTURAL / HAZARD LANDS

Present Zoning: AGRICULTURAL / HAZARD LANDS

2. Is there a special provision or site specific zone on the subject lands?

☐ Yes ☒ No If yes, please specify:

3. Present use of the subject lands:

FARM WITH A RESIDENCE.

4. Please describe **all existing** buildings or structures on the subject lands and whether they are to be retained, demolished or removed. If retaining the buildings or structures, please describe the type of buildings or structures, and illustrate the setback, in metric units, from front, rear and side lot lines, ground floor area, gross floor area, lot coverage, number of storeys, width, length, and height on your attached sketch which must be included with your application:

SEVERED LANDS - HOUSE, METAL SHED, WOOD FURNACE
SHED, WOOD SHED

RETAINED LANDS - COVERALL BUILDING, STORAGE SHED

5. If an addition to an existing building is being proposed, please explain what it will be used for (for example a bedroom, kitchen, or bathroom). If new fixtures are proposed, please describe.

NO PROPOSED ADDITIONS

6. Please describe **all proposed** buildings or structures/additions on the subject lands. Describe the type of buildings or structures/additions, and illustrate the setback, in metric units, from front, rear and side lot lines, ground floor area, gross floor area, lot coverage, number of storeys, width, length, and height on your attached sketch which must be included with your application:

SAME AS EXISTING

7. Are any existing buildings on the subject lands designated under the *Ontario Heritage Act* as being architecturally and/or historically significant? Yes ☐ No ☒

If yes, identify and provide details of the building:

8. If known, the length of time the existing uses have continued on the subject lands:

9. Existing use of abutting properties:

FARMS + RESIDENTIAL PROPERTIES

10. Are there any easements or restrictive covenants affecting the subject lands?

☐ Yes ☒ No If yes, describe the easement or restrictive covenant and its effect:

C. Purpose of Development Application

Note: Please complete all that apply. **Failure to complete this section will result in an incomplete application.**

1. Site Information (Please refer to Zoning By-law to confirm permitted dimensions)

	Existing	Permitted	Provision	Proposed	Deficiency
Lot frontage					
Lot depth					
Lot width					
Lot area					
Lot coverage					
Front yard					
Rear yard					
Height					
Left Interior side yard					
Right Interior side yard					
Exterior side yard (corner lot)					
Parking Spaces (number)					
Aisle width					
Stall size					
Loading Spaces					
Other					

2. Please explain why it is not possible to comply with the provision(s) of the Zoning By-law:

3. **Consent/Severance/Boundary Adjustment:** Description of land intended to be severed in metric units:

Frontage: 68.61 m
Depth: IRREGULAR
Width: IRREGULAR
Lot Area: 7327.7 m²
Present Use: RESIDENCE
Proposed Use: RESIDENCE

Proposed final lot size (if boundary adjustment): N/A

If a boundary adjustment, identify the assessment roll number and property owner of the lands to which the parcel will be added: N/A

Description of land intended to be retained in metric units:

Frontage: 465 m
Depth: IRREGULAR
Width: IRREGULAR
Lot Area: 89.89 ha
Present Use: Agricultural
Proposed Use: Agricultural

Buildings on retained land: COVERALL BUILDING + STORAGE SHED

4. **Easement/Right-of-Way:** Description of proposed right-of-way/easement in metric units:

Frontage: N/A
Depth: _____

Width: _____
Area: _____
Proposed Use: _____

5. Surplus Farm Dwelling Severances Only: List all properties in Norfolk County, / Haldimand
which are owned and farmed by the applicant and involved in the farm operation County.

Owners Name: JASON VERI
Roll Number: 28 10 332 006 12200 0000
Total Acreage: 20.08 ha
Workable Acreage: 18.21 ha
Existing Farm Type: (for example: corn, orchard, livestock) Corn, Soybeans, Wheat
Dwelling Present?: ☒ Yes ☐ No If yes, year dwelling built 1974
Date of Land Purchase: 2010

Owners Name: JASON VERI
Roll Number: 28 10 332 007 17800 0000
Total Acreage: 20.17 ha
Workable Acreage: 16.59 ha
Existing Farm Type: (for example: corn, orchard, livestock) Corn, Soybeans, Wheat
Dwelling Present?: ☐ Yes ☒ No If yes, year dwelling built _____
Date of Land Purchase: _____

Owners Name: COLE MILLER
Roll Number: 28 10 332 003 11700 0000
Total Acreage: 20.43 ha
Workable Acreage: 18.88 ha
Existing Farm Type: (for example: corn, orchard, livestock) Corn, Soybeans, Wheat
Dwelling Present?: ☒ Yes ☐ No If yes, year dwelling built 2008
Date of Land Purchase: 2016

Owners Name: COLE MILLER + RAYMOND MILLER
Roll Number: 28 10 332 005 01500 0000
Total Acreage: 66.38 ha
Workable Acreage: 66.38 ha
Existing Farm Type: (for example: corn, orchard, livestock) Corn, Soybeans, wheat
Dwelling Present?: ☐ Yes ☐ No If yes, year dwelling built _____
Date of Land Purchase: 2014

Owners Name: RAYMOND MILLER
Roll Number: 28 10 332 003 09500 0000 + 28 10 332 002 11000 0000
Total Acreage: 66.64 ha
Workable Acreage: 65 ha
Existing Farm Type: (for example: corn, orchard, livestock) Corn, Soybeans, wheat
Dwelling Present?: ☒ Yes ☐ No If yes, year dwelling built APPROX 1953
Date of Land Purchase: APPROX. 1993

Note: If additional space is needed please attach a separate sheet.

D. All Applications: Previous Use of the Property

1. Has there been an industrial or commercial use on the subject lands or adjacent lands? ☐ Yes ☒ No ☐ Unknown

If yes, specify the uses (for example: gas station, or petroleum storage):

2. Is there reason to believe the subject lands may have been contaminated by former uses on the site or adjacent sites? ☐ Yes ☒ No ☐ Unknown

3. Provide the information you used to determine the answers to the above questions:

PERSONAL KNOWLEDGE OF THE OWNERS. THE OWNERS
HAVE LIVED AT THE SUBJECT PROPERTY SINCE 1997.

4. If you answered yes to any of the above questions in Section D, a previous use inventory showing all known former uses of the subject lands, or if appropriate, the adjacent lands, is needed. Is the previous use inventory attached? ☐ Yes ☐ No

E. All Applications: Provincial Policy

1. Is the requested amendment consistent with the provincial policy statements issued under subsection 3(1) of the *Planning Act*, R.S.O. 1990, c. P. 13? ☒ Yes ☐ No

If no, please explain:

2. It is owner's responsibility to be aware of and comply with all relevant federal or provincial legislation, municipal by-laws or other agency approvals, including the Endangered Species Act, 2007. Have the subject lands been screened to ensure that development or site alteration will not have any impact on the habitat for endangered or threatened species further to the provincial policy statement subsection 2.1.7? ☐ Yes ☒ No

If no, please explain:

THERE WILL BE NO DEVELOPMENT OR SITE ALTERATIONS
AS A RESULT OF THIS APPLICATION.

3. Have the subject lands been screened to ensure that development or site alteration will not have any impact on source water protection? ☐ Yes ☐ No

If no, please explain:

THERE WILL BE NO DEVELOPMENT OR SITE ALTERATIONS
AS A RESULT OF THIS APPLICATION.

Note: If in an area of source water Wellhead Protection Area (WHPA) A, B or C please attach relevant information and approved mitigation measures from the Risk Manager Official.

4. All Applications: Are any of the following uses or features on the subject lands or within 500 metres of the subject lands, unless otherwise specified? Please check boxes, if applicable.

Livestock facility or stockyard (submit MDS Calculation with application)

☐ On the subject lands or ☒ within 500 meters – distance 345 m.

Wooded area

☐ On the subject lands or ☐ within 500 meters – distance _____

Municipal Landfill

☐ On the subject lands or ☐ within 500 meters – distance _____

Sewage treatment plant or waste stabilization plant

☐ On the subject lands or ☐ within 500 meters – distance _____

Provincially significant wetland (class 1, 2 or 3) or other environmental feature

☐ On the subject lands or ☐ within 500 meters – distance _____

Floodplain

☐ On the subject lands or ☐ within 500 meters – distance _____

Rehabilitated mine site

☐ On the subject lands or ☐ within 500 meters – distance _____

Non-operating mine site within one kilometre

☐ On the subject lands or ☐ within 500 meters – distance _____

Active mine site within one kilometre

☐ On the subject lands or ☐ within 500 meters – distance _____

Industrial or commercial use (specify the use(s))

☐ On the subject lands or ☐ within 500 meters – distance _____

Active railway line

☐ On the subject lands or ☐ within 500 meters – distance _____

Seasonal wetness of lands

☐ On the subject lands or ☐ within 500 meters – distance _____

Erosion

☐ On the subject lands or ☐ within 500 meters – distance _____

Abandoned gas wells

☐ On the subject lands or ☐ within 500 meters – distance _____

F. All Applications: Servicing and Access

1. Indicate what services are available or proposed:

Water Supply

☐ Municipal piped water

☒ Individual wells

☐ Communal wells

☐ Other (describe below)

Sewage Treatment

☐ Municipal sewers

☐ Communal system

☒ Septic tank and tile bed in good working order

☐ Other (describe below)

Storm Drainage

☐ Storm sewers

☒ Open ditches

☐ Other (describe below)

2. Existing or proposed access to subject lands:

☒ Municipal road

☐ Provincial highway

☐ Unopened road

☐ Other (describe below)

Name of road/street:

CONCESSION 13 TOWNSEND

G. All Applications: Other Information

1. Does the application involve a local business? ☐ Yes ☒ No

If yes, how many people are employed on the subject lands?

2. Is there any other information that you think may be useful in the review of this application? If so, explain below or attach on a separate page.

SEE ATTACHED

H. Supporting Material to be submitted by Applicant

In order for your application to be considered complete, folded hard copies (number of paper copies as directed by the planner) and an **electronic version (PDF) of the site plan drawings, additional plans, studies and reports** will be required, including but not limited to the following details:

1. Concept/Layout Plan
2. All measurements in metric
3. Existing and proposed easements and right of ways
4. Parking space totals – required and proposed
5. All dimensions of the subject lands
6. Dimensions and setbacks of all buildings and structures
7. Location and setbacks of septic system and well from all existing and proposed lot lines, and all existing and proposed structures
8. Names of adjacent streets
9. Natural features, watercourses and trees

In addition, the following additional plans, studies and reports, including but not limited to, **may** also be required as part of the complete application submission:

- ☐ On-Site Sewage Disposal System Evaluation Form (to verify location and condition)
- ☐ Environmental Impact Study
- ☐ Geotechnical Study / Hydrogeological Review
- ☐ Minimum Distance Separation Schedule
- ☐ Record of Site Condition

Your development approval might also be dependent on Ministry of Environment Conservation and Parks, Ministry of Transportation or other relevant federal or provincial legislation, municipal by-laws or other agency approvals.

All final plans must include the owner's signature as well as the engineer's signature and seal.

I. Transfers, Easements and Postponement of Interest

The owner acknowledges and agrees that if required it is their solicitor's responsibility on behalf of the owner for the registration of all transfer(s) of land to the County, and/or transfer(s) of easement in favour of the County and/or utilities. Also, the owner further acknowledges and agrees that it is their solicitor's responsibility on behalf of the owner for the registration of postponements of any charges in favour of the County.

Permission to Enter Subject Lands

Permission is hereby granted to Norfolk County officers, employees or agents, to enter the premises subject to this application for the purposes of making inspections associated with this application, during normal and reasonable working hours.

Freedom of Information

For the purposes of the *Municipal Freedom of Information and Protection of Privacy Act*, I authorize and consent to the use by or the disclosure to any person or public body any information that is collected under the authority of the *Planning Act*, R.S.O. 1990, c. P. 13 for the purposes of processing this application.

James R. Ray, M.H.

Owner/Applicant/Agent Signature

October 30, 2023.

Date

J. Owner's Authorization

If the applicant/agent is not the registered owner of the lands that is the subject of this application, the owner must complete the authorization set out below.

I/We *George and Laurie Miklavic* am/are the registered owner(s) of the lands that is the subject of this application.

I/We authorize *Jason Verit, Cole Miller and Raymond Miller* to make this application on my/our behalf and to provide any of my/our personal information necessary for the processing of this application. Moreover, this shall be your good and sufficient authorization for so doing.

G. Miklavic

Owner

November 14, 2023

Date

L. Miklavic

Owner

November 14, 2023

Date

***Note:** If property is owned by an Ontario Ltd. Corporation, Articles of Incorporation are required to be attached to the application.

K. Declaration

I, Jason Veri, Cole Miller,
Raymond Miller. of Haldimand County

solemnly declare that:

all of the above statements and the statements contained in all of the exhibits transmitted herewith are true and I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of *The Canada Evidence Act*.

Declared before me at:

Hagersville.

Jason Veri

Owner/Applicant/Agent Signature

In Haldimand County

Colin

This 30th day of October

R. Ray Miller

A.D., 2023

Dianne B. Dykstra

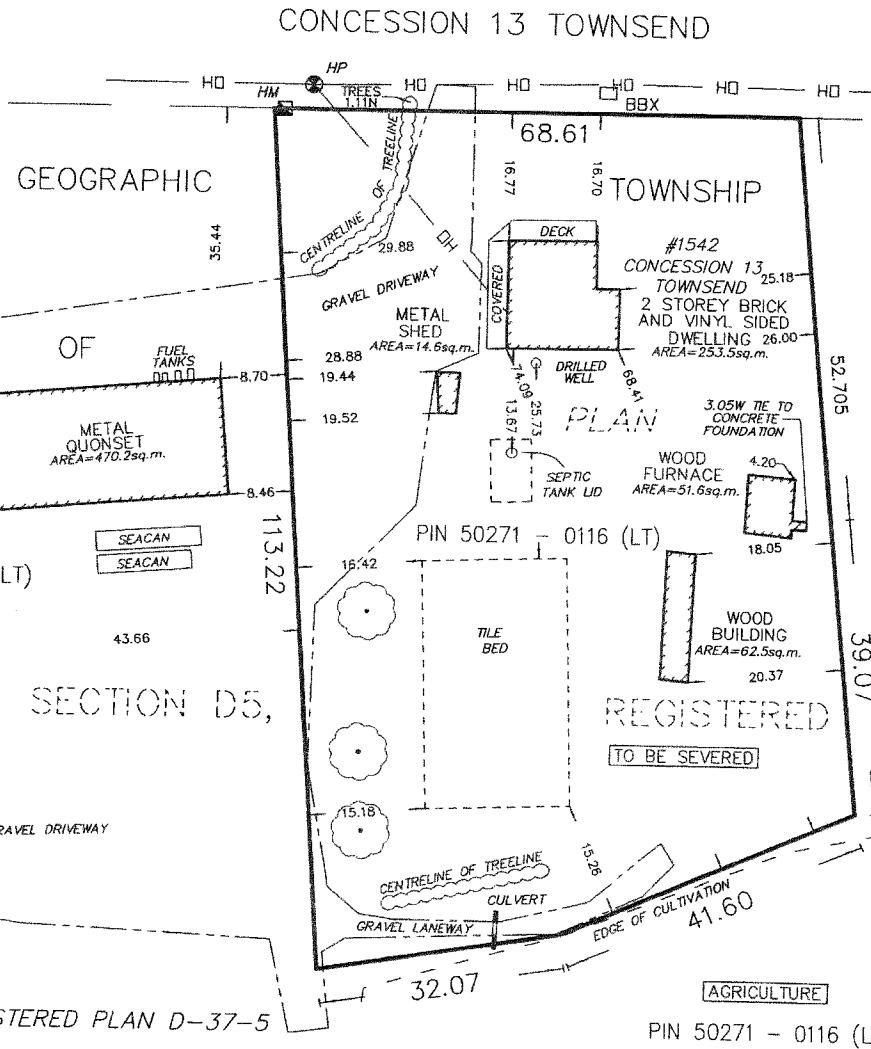
A Commissioner, etc.

Dianne Barbara Dykstra, a Commissioner,
etc., Province of Ontario, for
McCarthy & Fowler, Barristers and Solicitors
Expires April 16, 2024.

SKETCH #1 - SEVERED LANDS

PROPOSED
SEVERANCE SKETCH
FOR:
JASON VERI
#1542 CONCESSION 13 TOWNSEND

SCALE: 1 : 750
7.5 0 30 METRES
AUGUST 25, 2023



NOTES

- AREA OF LOT 0 = 0 SQUARE METRES
- DWELLING AREA, GARAGE & PORCH = 0 SQ.M
- DWELLING COVERAGE = 0.0%
- HYDRO METER SHOWN HM
- BELL BOX SHOWN BBX
- DECIDUOUS TREE SHOWN
- HYDRO POLE SHOWN HP

METRIC NOTE:

DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

TOWNSEND

37R--7542

[BUSH] 13

PIN 50271 - 0116 (LT)

20

PLAN D--37--5

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JEWITT AND DIXON LTD.
ONTARIO LAND SURVEYORS

650 IRELAND ROAD
SIMCOE, ONTARIO, N3Y 4K2

PHONE: (519) 426-0842
E-mail: info@jewittdixon.com

JOB # 23-3831 CLIENT: VERI

CAUTION:

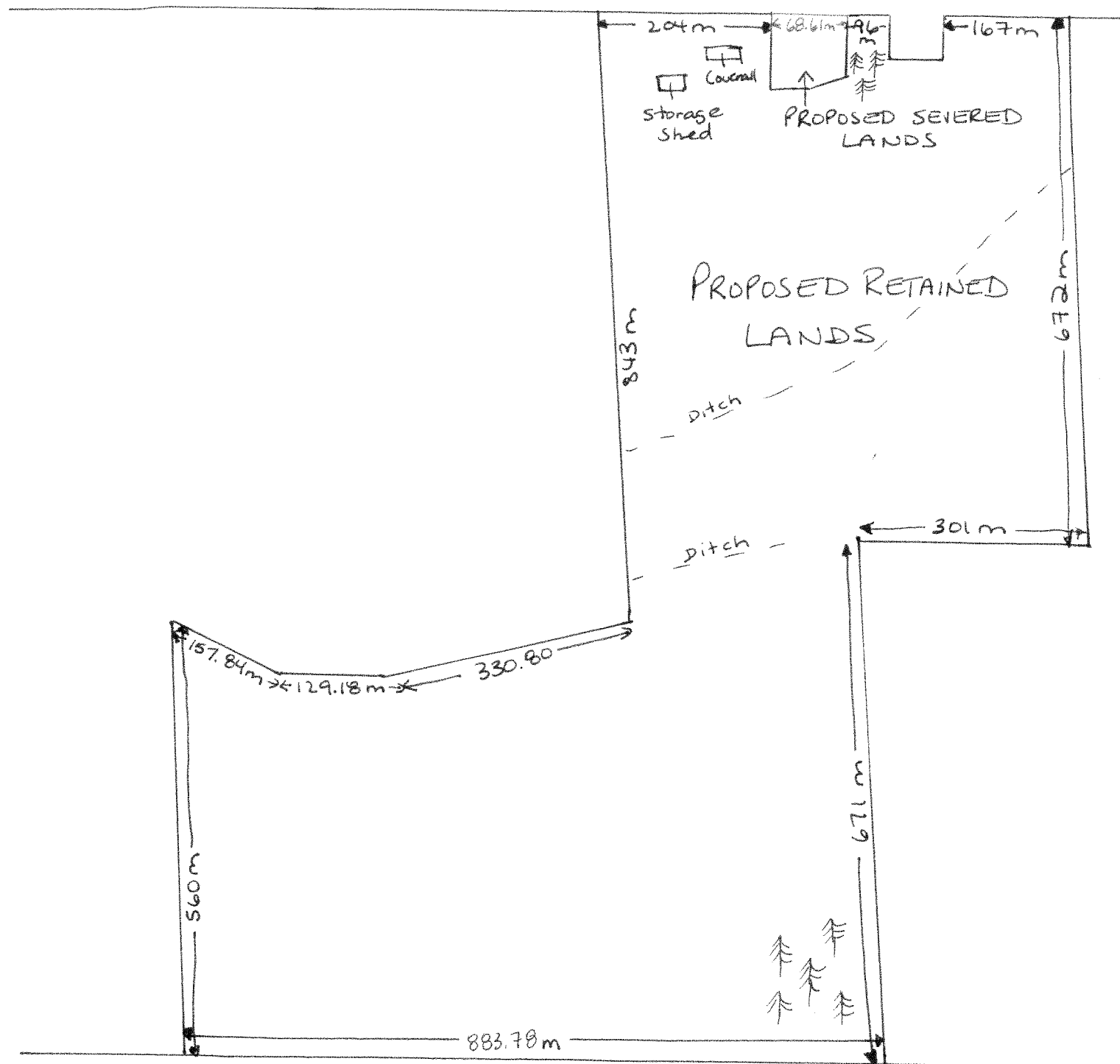
THIS IS NOT A PLAN OF SURVEY AND SHALL NOT
BE USED FOR PURPOSES OTHER THAN THE
PURPOSE INDICATED IN THE TITLE BLOCK.

PROPERTY DESCRIPTION:

PART OF PARCEL 2-25, SECTION D5, REGISTERED PLAN D-37-5
TOWNSEND

SKETCH # 2 - RETAINED LANDS

CONCESSION 13



CONCESSION 14

G. All Applications: Other Information

2. Is there any other information that you think may be useful in the review of this application? If so, explain below or attach on a separate page.

- a) The Applicants have entered into an Agreement of Purchase and Sale with the Owners to purchase the lands comprising the severed and retained lands. The Agreement of Purchase and Sale is conditional upon the Applicants obtaining the Consent of the Committee of Adjustment for Norfolk County to sever the surplus farm dwelling and to fulfill the conditions of said Consent. A copy of the Agreement of Purchase and Sale is attached.
- b) The applicants are applying for a surplus farm dwelling with an area of 7,327.7 m². The lot area does not remove any land out of active agricultural production, and includes enough area accommodate an overhead hydro line from the road to the house, the septic tank and septic tile bed, driveway and outdoor wood furnace, in the lands proposed to be severed.

Agreement of Purchase and Sale**Form 100**

for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 21st day of April, 2023**BUYER:** JASON RICHARD VERI, COLE RAYMOND MILLER and ROBERT RAYMOND MILLER
(Full legal names of all Buyers), agrees to purchase from**SELLER:** GEORGE MIKLAVCIC and LAURIE MIKLAVCIC
(Full legal names of all Sellers), the following**REAL PROPERTY:**Address 1542 Concession 13 Townsendfronting on the south side of Concession 13in the Former Township of Townsend

and having a frontage of more or less by a depth of more or less

and legally described as PCL 2-25 SEC D5; PT UNIT 2 PL D-37-5 PT 1 37R7542 EXCEPT PT 1 37R9108; NORFOLK COUNTY (PIN 50271-0116 LT)

(Legal description of land including easements not described elsewhere) (the "property")

PURCHASE PRICE:Dollars (CDN\$) 2,400,000.00TWO MILLION, FOUR HUNDRED THOUSAND

Dollars

DEPOSIT: Buyer submits UPON ACCEPTANCE

(Herewith/Upon Acceptance/as otherwise described in this Agreement)

FIVE THOUSANDDollars (CDN\$) 5,000.00

by negotiable cheque payable to The Vendor's Solicitor, in trust "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached hereto form(s) part of this Agreement.**SCHEDULE(S) A** attached hereto form(s) part of this Agreement.

1. **IRREVOCABILITY:** This offer shall be irrevocable by Seller 28th until 6:00 on the 28th day of May April 2023, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. **COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the day of See Schedule 20 Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.: (For delivery of Documents to Seller) FAX No.: (For delivery of Documents to Buyer)

Email Address: (For delivery of Documents to Seller) Email Address: (For delivery of Documents to Buyer)

4. **CHATELS INCLUDED:** None

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. **FIXTURES EXCLUDED:** None

6. **RENTAL ITEMS (Including Lease, Lease to Own):** The following equipment is rented and not included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:

N/A

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

7. **HST:** If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to the Purchase Price. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the sale of the property is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the day of **See Schedule** 20....., (Requisition Date) to examine the title to the property at Buyer's own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy Buyer that there are no outstanding

work orders or deficiency notices affecting the property, and that its present use (..... **Agricultural**) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.

10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telecommunication services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telecommunication lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.

11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party or such other location agreeable to both lawyers.

12. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller. **The Buyer acknowledges having the opportunity to include a requirement for a property inspection report in this Agreement and agrees that except as may be specifically provided for in this Agreement, the Buyer will not be obtaining a property inspection or property inspection report regarding the property.**

14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

- 15. PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at Seller's expense to obtain any necessary consent by completion.
- 16. DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O.1990.
- 17. RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada; (b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.
- 18. ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
- 19. PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
- 20. TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
- 21. TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
- 22. FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O.1990 unless the spouse of the Seller has executed the consent hereinafter provided.
- 23. UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
- 24. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice.
- 25. CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
- 26. AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
- 27. TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):

JU RIKIN

INITIALS OF SELLER(S):

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28. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)

(Witness)

(Buyer)

(Buyer)

(Seal)

(Seal)

(Date)

(Date)

I, The Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)

(Witness)

(Seller)

(Seller)

(Seal)

(Seal)

(Date)

(Date)

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O. 1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness)

(Spouse)

(Seal)

(Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at this day of 20.....
(a.m./p.m.)

(Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)	
Listing Brokerage n/a	(Tel. No.)
(Salesperson/Broker/Broker of Record Name)	
Co-op/Buyer Brokerage n/a	(Tel. No.)
(Salesperson/Broker/Broker of Record Name)	

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

(Seller) *[Signature]* *April 28/23*
(Seller) *[Signature]* *April 28/23*
(Date)

Address for Service

(Tel. No.)

Seller's Lawyer

Address

Email

(Tel. No.)

(Fax. No.)

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

(Buyer) *[Signature]* *May 1, 2023*
(Buyer) *[Signature]* *May 1, 2023*
(Date)

Address for Service

(Tel. No.)

Buyer's Lawyer **C. Edward McCarthy**

Address **17 Main St S., Hagersville, ON N0A 1H0**

Email **ed@mccarthyfowler.com**

905 768-5901

(Tel. No.)

905 768-1567

(Fax. No.)

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale:

In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale.

Acknowledged by:

(Authorized to bind the Listing Brokerage)

(Authorized to bind the Co-operating Brokerage)

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Schedule A**Agreement of Purchase and Sale**

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: JASON RICHARD VERI, COLE RAYMOND MILLER and ROBERT RAYMOND MILLER, and

SELLER: GEORGE MIKLAVCIC and LAURIE MIKLAVCIC

for the purchase and sale of 1542 Concession 13 Townsend

dated the 21st day of April, 2023

Buyer agrees to pay the balance as follows:

The Sellers shall provide a credit on the Statement of Adjustment of \$50,000.00, in exchange for a 5 year lease for the 50 acre hay field being the north west 50 acres of the said property, and outbuildings. The lease agreement shall commence on the completion date and shall expire 5 years thereafter. Should the Sellers decide to terminate the lease agreement prior to the expiration of the 5 years, the Sellers shall not be entitled to a refund of any portion of the credit. The Sellers and Buyers agree that a lease agreement will be entered into, but shall not be registered on the title to the property. The Sellers shall be responsible for reimbursing the cost of insuring the outbuildings during the duration of the lease with 30 days of the renewal and the Sellers shall be responsible for maintaining their own contents insurance.

The Sellers agree to take a second mortgage back from the Buyers in the amount of \$1,850,000.00 bearing interest at a rate of 2.5% calculated annually. Payments shall be made on December 20 of each year with the first payment being interest from the closing date to December 20, 2023 and an apportionment of \$92,500.00 based on the date of the closing date to December 20. The balance of the payments shall be repayable with annual principal and interest payments of \$118,847.41 on December 20th of each year until the mortgage is paid in full. This mortgage shall be open and shall be second only to a first mortgage in favour from the Buyers to Farm Credit Canada for \$500,000.00.

The Buyers shall pay the balance of the purchase price, subject to adjustments, to the Sellers, by bank draft, certified cheque or large value wire transfer, on the completion date of this transaction.

With the exception of the 50 acres hay field and the outbuildings, the Buyers shall have use of the balance of the farm lands (approximately 170 acres and all the bush), upon acceptance of this offer and shall be permitted to plant crops once the growing season permits. If this transaction is not completed, rent will be payable at current rental rates provided by OMAFRA.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



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Schedule A**Agreement of Purchase and Sale**

Despite the description of the real property on page 1 hereof, which includes the farm house, this transaction is a purchase and sale of the Seller's farm land and outbuildings only, which is approximately 220 acres. Therefore, it is a condition precedent to the completion of this transaction, that the severance contemplated in the following provisions be obtained prior to closing, failing which, this transaction shall be null and void and the deposit shall be returned to the Buyers.

1. Forthwith following execution of the Agreement, the Buyers shall apply for a Consent to sever the house and surrounding yard under the surplus farm house policy of the Official Plan for Norfolk County. the severed parcel shall contain approximately 1.5 acres.
2. The Buyers shall be responsible for all expenses in connection with the severance, which includes, but may not be limited to the following:
 - a) The Severance Application fees to the Committee of Adjustment for Norfolk County
 - b) Any Conservation Authority Fees
 - c) Any Parkland Dedication Fees
 - d) The Deed Stamping Fee
 - e) Any Entrance Fees
 - f) Any Drainage permit Fees
 - g) The cost of the preparation and registration of a Reference Plan of Survey of the proposed severed parcel
 - h) Septic Evaluation fees
 - i) Any legal fees associated with the severance process

The Sellers shall be responsible for the cost of any repairs required to obtain the consent of the Committee of Adjustment for Norfolk County, including the septic system, to bring same up to Building Code and Norfolk County standards to complete the severance.

3. In addition to the above mentioned matters, the Sellers shall be responsible for the Sellers' normal legal fees on the sale of the property and the Buyers shall be responsible for the Buyers' normal fees in connection with the purchase of the property.
4. All parties agree to proceed and co-operate with one another toward fulfillment of the above provisions in a timely fashion.
5. The title search date shall be 10 business days and the closing date shall be 20 business days after all conditions are met and the Certificate allowing the severance of the surplus farm dwelling has been signed and obtained from the Secretary-Treasurer of the Committee of Adjustment. The Sellers shall transfer the entire property described in paragraph 1 to the Buyers and the Buyers shall forthwith thereafter, re-convey and transfer, with Planning Act consent, the severed parcel to the Sellers for \$1.00.

The Sellers hereby give their authorization and consent for the Buyers to apply for the surplus dwelling severance application with Norfolk County.

This form must be initiated by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

[Handwritten initials]

INITIALS OF SELLER(S):

[Handwritten initials]



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McCARTHY & FOWLER

BARRISTERS & SOLICITORS
17 Main Street South
Hagersville, Ontario N0A 1H0

C. EDWARD MCCARTHY, B.A., LL.B.
MICHAEL W. FOWLER, B.A., LL.B.

Telephone: (905) 768-3553
768-5901

FAX: 768-1567

March 20, 2024

Norfolk County
Planning & Community Development Division
185 Robinson Street
Simcoe, Ontario
N3Y 5L6

Attention: Members of the Committee of Adjustment

Dear Sirs and Madams:

Re: *Miller, Miller and Veri Consent to Sever*
1542 Concession 13, Townsend, Norfolk County

I have been asked to forward a letter to you to support the Consent Application submitted by Raymond Miller, Cole Miller and Jason Veri and to clarify their relationship.

Raymond Miller has been farming since approximately 1975 and his Farm Business Registration number is 856120. Cole Miller has been farming since approximately 2003 and his Farm Business Registration number is 4083580 and Jason Veri has been farming since approximately 2010 and his Farm Business Registration number is 5039276.

Raymond Miller is the father of Cole Miller and Jason Veri is Raymond's son-in-law and Cole Miller's brother-in-law.

All three parties own multiple farms each in Haldimand County and Raymond and Cole own farms on the east side of Norfolk County. Each party is purchasing a 1/3 interest in the above property to add to their existing farming operations.

Below is a chart of the farms owned by the various parties:

Farm Owner	Legal Description	Acreage
Lynn Miller (wife of Raymond Miller)	Part of Lots 1-3, Con 7, Walpole, Haldimand County	149.89 acres
Raymond Miller and Cole Miller	Part of Lot 6, Con 7, Walpole, Haldimand County	50.99 acres
Raymond Miller and Cole Miller	Part of Lots 7-8, Con 8, Walpole, Haldimand County	164.03 acres
Raymond Miller	Parcel 3-5 Sec D5, Part of Unit 3, Plan D-37-5, Norfolk County	144 acres
Raymond Miller	Part of Lot 1, Con 7, Walpole, Haldimand County	79.06 acres
Raymond Miller and Cole Miller	Part of Lot 17, Con 6, Woodhouse, Norfolk County	88.99 acres
Cole Miller	Parcel 6-2 Sec D5, Part of Unit 6, Plan D-37-5, Part 2, 37R7336, Haldimand County	11.69 acres
Cole Miller	Parcel 6-2 Sec D5, Part of Unit 6, Plan D-37-5, Part 1, 37R7336, Haldimand County	17.64 acres
Cole Miller	Parcel 2-37 Sec D5, Part of Unit 2, Plan D-37-5, Part 1 37R4250, Norfolk County	119.55 acres
Cole Miller	Parcel 1-10, Sec D2, Part of Unit 1, Plan D-37-2, Parts 1 & 2 37R7851, Norfolk County	97.97 acres
Cole Miller	Part of Lot 6, Con 7, Walpole, Haldimand County	50.49 acres
Jason Veri	North East 1/4 of Lot 9, Con 12, Walpole, Haldimand County	49.63 acres
Jason Veri	Part of Lot 10, Con 15, Walpole, Haldimand County	49.83 acres

In addition to the above owned properties, the applicants rent a number of other properties. The total amount of lands owned and rented is approximately 1,800 acres between all three parties.

Purchasing the farm subject to this application, will compliment each of their existing farming operations. The house at the property is excess to their needs, and therefore the reason for the application.

Sincerely yours

McCARTHY & FOWLER


C. Edward McCarthy
CEM:dbd

Existing
On-Site Sewage
System

**Evaluation
Form**



Norfolk County Building Department
Community Development Division
185 Robinson Street, Suite 200 Simcoe, Ontario, N3Y 5L6
norfolkcounty.ca



Evaluation of On-Site Sewage Systems

INSTRUCTIONS

1. Please complete the following form by checking appropriate lines and filling in blanks.
2. This Evaluation Form must be completed by a "Qualified" person engaged in the business of constructing on site, installing, repairing, servicing, cleaning or emptying sewage systems.
3. If sewage system malfunctions are found during an evaluation (surfacing or discharge of improperly treated sewage effluent) which indicate a possible health hazard or nuisance, orders may be issued for correction.
4. Evaluations should be scheduled accordingly so as not to delay the application process.
5. Completed Forms MUST be submitted as part of a "complete" Planning Application. Failure to meet this date may cause the application to be deferred.
6. Evaluation Forms will become part of the property records of Norfolk County Building Department.
7. No On-Site Sewage System Evaluation will be conducted where:
 - a. snow depth exceeds two (2) inches, or
 - b. grass and brush exceeds twelve (12) inches
8. The comments that are given as a result of this evaluation are rendered without complete knowledge or observation of some of the individual components of the sewage system and applies only to the date and time the evaluation is conducted.

Collection of Personal Information.

Personal information submitted in this form is collected under the authority with the Municipal Freedom of Information and Protection Act, or for the purpose stated on the specific form being submitted. The information will be used by the Building Department administration for its intended submitted purpose.

Questions about the collection of personal information through this form may be directed to:

Norfolk County's Chief Building Official,
185 Robinson Street, Simcoe, ON N3Y 5L6, 519-426-5870 ext. 2218,

Information and Privacy Coordinator,
50 Colborne Street South, Simcoe ON N3Y 4H3, 519-426-5870 ext. 1261,

Community Development Division- Building Department

185 Robinson Street, Suite 200, Simcoe, ON N3Y 5L6 • 519-426-5870 Ext. 6016

Property Information	
Municipal Address	1542 Concession 13, Townsend, ON N3Y 4K3
Assessment Roll Number	
Date of Evaluation	January 19, 2024

Evaluators Information	
Evaluators Name:	Tyler VanderStam
Company Name:	ESSE Canada
Address:	416 Elgin Street, Brantford, ON N3T 5M3
Phone:	(226) 802-1085
Email	tyler.v@essecanada.com
BCIN #	121418
Purpose of Evaluation	<input type="checkbox"/> Consent <input type="checkbox"/> Zoning <input type="checkbox"/> Minor Variance <input type="checkbox"/> Site Plan <input type="checkbox"/> Building Permit Application <input checked="" type="checkbox"/> Other <u>Severance</u>
Building Information	<input checked="" type="checkbox"/> Residential <input type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Agricultural

Gross building area: (m ²):	223 m ²
Number of bedrooms:	5
Number of fixture units:	17
Daily Design Flow: (Litres)	2,800 L
Is the building currently occupied?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, how long?

Site Evaluation	
Soil type, percolation time (T)	N/A (beyond scope)
Site slope	<input checked="" type="checkbox"/> Flat <input type="checkbox"/> Moderate <input type="checkbox"/> Steep
Soil condition:	<input type="checkbox"/> Wet <input checked="" type="checkbox"/> Dry
Surface discharge observed	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Odour detected:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Weather at time of evaluation:	Overcast-light snow

System Description
<input type="checkbox"/> Class 1 - Privy <input type="checkbox"/> Class 2- Greywater <input type="checkbox"/> Class 3 - Cesspool <input checked="" type="checkbox"/> Class 4 - Leaching Bed) <input type="checkbox"/> Class 5 - Holding Tank

Type of leaching bed. Class 4 –Leaching Bed only – Complete & attach Worksheet E		
<input checked="" type="checkbox"/> A. Absorption Trench	<input type="checkbox"/> B. Filter Bed	<input type="checkbox"/> C. Shallow Buried Trench
<input type="checkbox"/> D. Advance Treatment System	<input type="checkbox"/> E. Type A Dispersal Bed	<input type="checkbox"/> F. Type B Dispersal Bed

Existing Tank Size (litres):		
<input checked="" type="checkbox"/> Pre-cast Concrete	<input type="checkbox"/> Plastic	<input type="checkbox"/> Fibreglass
<input type="checkbox"/> Wood	<input type="checkbox"/> Other (specify):	Pump: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

<input checked="" type="checkbox"/> In ground system	<input type="checkbox"/> Raised Bed system Height raised above original grade (metres)
------------------------------------------------------	-------------------------------------------------------------------------------------------

Setbacks (metres)	Tank	Distribution Pipe
Distance to buildings & structures	13m	31m
Distance to bodies of water	N/A	N/A
Distance to nearest well	11m	29m
Distance to proposed property lines	Front: 45m Rear: 63m	Left: 27m Right: 35m
		Front: 65m Rear: 31m
		Left: 16m Right: 35m

Worksheet A: Dwellings - Daily Design Flow Calculations (Q)

A) Residential Occupancy		(Q) Litres	Total
Number of Bedrooms	1 Bedroom	750	
	2 Bedrooms	1100	
	3 Bedrooms	1600	
	4 Bedrooms	2000	
	5 Bedrooms	2500	2500
		Subtotal (A)	2500

B) Plus Additional Flow for:				
Note: Use the largest additional flow calculation to determine Daily Design Flow (Q). If none apply Subtotal (B) is zero.				
		Quantity	(Q) Litres	Total
Either	Each bedroom over 5		500	
Or	Floor space for each 10m ² over 200m ² up to 400m ²	23	100	300
	Floor space for each 10m ² over 400m ² up to 600m ²		75	
	Floor space for each 10m ² over 600m ²		50	
Or	Each Fixture Unit over 20 fixture Units (Total of Worksheet B - 20 = Quantity)		50	
Subtotal (B)				300
Subtotal A+B=Daily Design Flow (Q)				2800

Worksheet B: Dwellings Fixture Unit Count

Fixtures	Units	How Many?			Total
Bath group (toilet, sink, tub or shower) with flush tank	6.0	X	1	=	6
Bathtub only(with or without shower)	1.5	X		=	
Shower stall	1.5	X		=	
Wash basin / Lavatory (1.5 inch trap)	1.5	X		=	
Water closet (toilet) tank operated	4.0	X	1	=	4
Bidet	1.0	X		=	
Dishwasher	1.0	X	1	=	1
Floor Drain (3 inch trap)	3.0	X		=	
Sink (with/without garbage grinder, domestic and other small type single, double or 2 single with a common trap)	1.5	X	3	=	4.5
Domestic washing machine	1.5	X	1	=	1.5
Combination sink and laundry tray single or double (installed on 1.5 inch trap)	1.5	X		=	
Other:					
Total Number of Fixture Units:					17

1. Refer to Ontario Building Code Division B Table 7.4.9.3 for a complete listing of fixture types and units.
2. Where the laundry waste is not more than 20% of the total daily design flow, it may discharge to the sewage system. OBC 8.1.3.1(2)
3. Sump pumps are not to be connected to the sewage system. Connection to sewage system may lead to a hydraulic failure of the system.

Worksheet C: Other occupancies types

Camp for the Housing of Workers	Number of Employees	(Q) Litres	Total
Note: building size, number of bedrooms and fixture count are not required for a Camp for the Housing of Workers		250	
Daily Design Flow (Q)			

Other Occupancy Daily Design Flow Calculation (Q)

To calculate the daily design flow for occupancies, please refer to Ontario Building Code Division B – Part 8 Table 8.2.1.3.B

Establishment	Operator Example: number of seats, per floor area, number of employees/students	Volume Litres	Total
Daily Design Flow (Q)			

Work Sheet D: Septic Tank Size

Minimum septic tank size permitted by the Ontario Building Code is 3600 litres.

Minimum holding tank size permitted by the Ontario Building Code is 9000 litres.

Occupancy type	Daily Design Flow (Q)	Minimum tank size (L)
Residential Occupancy house, apartment, camp for housing of workers	X 2 =	
All Other Occupancies	X 3 =	
Holding Tank	X 7 =	

Worksheet E: Leaching Bed Calculations (Class 4)

Complete One of A, B, C, D, E, F		
<input checked="" type="checkbox"/> A. Absorption Trench		
Total length of distribution pipe	Conventional $(Q \times T) \div 200 =$ _____ m Type I leaching chambers $(Q \times T) \div 200 =$ _____ m Type II leaching chambers $(Q \times T) \div 300 =$ _____ m Configured as: <u>8</u> runs of <u>14.7m</u> m Total: <u>117.6m</u> m	
<input type="checkbox"/> B. Filter Bed		
Effective Area If $Q \leq 3000$ litres per day use $Q \div 75$ If $Q > 3000$ litres per day use $Q \div 50$ Level II-IV treatment units, use $Q \div 100$ Distribution Pipe Contact Area = $(Q \times T) \div 850$ Mantel (see Part 1)	Effective area: _____ $(Q) \div$ _____ (75, 50, or 100) = _____ m ² Configured as: _____ m x _____ m Number of beds _____ Number of runs: _____ Spacing of runs: _____ m Contact Area: (_____ $(Q) \times$ _____ $(T) \div 850 =$ _____ m ²	
<input type="checkbox"/> C. Shallow Buried Trench		
Percolation time (T) of soil in minutes:	Length of distribution pipe (metres)	$(L) =$ _____ $(Q) \div$ _____ (75, 50, 30) = _____ m Configured as: _____ runs of _____ m Total: _____ m
1 < T ≤ 20	Q ÷ 75 metres	
20 < T ≤ 50	Q ÷ 50 metres	
50 < T < 125	Q ÷ 30 metres	
<input type="checkbox"/> D. Advance Treatment System		
Provide description of system.		
<input type="checkbox"/> E. Type A Dispersal Bed		
Stone Layer If $Q \leq 3000$ litres per day, use $Q \div 75$ If $Q > 3000$ litres per day, use $Q \div 50$ Sand Layer 1 < T ≤ 15 use $(Q \times T) \div 850$ T > 15 use $(Q \times T) \div 400$	Stone Layer = _____ $(Q) \div$ _____ (75 or 50) = _____ m ² Sand Layer = (_____ $(Q) \times$ _____ $(T) \div (850 \text{ or } 400) =$ _____ m ²	
<input type="checkbox"/> F. Type B Dispersal Bed		
Area = $(Q \times T) \div 400$ Linear Loading Rate (LLR) T < 24 minutes, use 50 L/min If T ≥ 24 minutes, use 40 L/min Distribution Pipe	Area = (_____ $(Q) \times$ _____ $(T) \div 400 =$ _____ m ² Pump chamber capacity = _____ L Length $(Q \div \text{LLR}) =$ _____ m Bed configuration = _____ m x _____ m = _____ m ² Number of Beds = _____ Configured as: _____ runs of _____ m Total: _____ m	

Overall System Rating

- ☐ System working properly / no work required.
- ☐ System functioning / Maintenance required.
- ☐ System functioning / Minor repairs required
- ☐ System failure / Replacement required.

Additional Comments:

Note: Any repair or replacement of an on-site sewage system requires a building permit.

Contact the Norfolk County Building Department at (519) 426-5870 ext. 6016 for more information.

Verification

Owner:

The owner is responsible for having a site evaluation conducted of the above mentioned property. Neither the evaluation nor the approval thereof shall exempt the owner(s) from complying with the Ontario Building Code or any other applicable law.

I, _____ (the owner of the subject property) hereby authorize the above mentioned evaluator to act on my behalf with respects to all matters pertaining to the existing onsite sewage system evaluation.

Owners Signature:

Date:

Evaluator:

I, Tyler VanderStam declare that this site evaluation is accurate as of the date of inspection. No determination of future performance can be made due to unknown conditions, future water usage over the life of the system, abuse of the system and/or inadequate maintenance, all of which can affect the life of the system. This evaluation does not grant or imply any guarantee or warranty of the future performance of the sewage system. The undersigned takes no responsibility for the accuracy of existing or proposed property lines, whether measured or implied.

Evaluator Signature: Tyler VanderStam

Date: January 19 2024

Building Department Review

Comments:

Building Inspectors Name:

Building Inspector Signature:

Date:

Photos for Reference: 1542 Concession 13, Townsend



1. Septic tank location – lids buried ~1.5 ft. below grade.



2. Septic tank inlet compartment – inlet baffle functional.



3. Septic tank outlet compartment – outlet baffle deficient.



4. Outlet baffle detaching from septic tank wall & allowing solids to pass through into discharge pipe.



5. Septic tank solids measurement – pump out required.



6. Camera inspection of discharge pipe revealed belly with standing water.

Photos for Reference: 1542 Concession 13, Townsend



7. Leaching field excavation test pit revealed satisfactory soil conditions – distribution lateral visible.



8. Camera covered in sludge upon entry of distribution lateral – leaching bed flush highly recommended.



9. Septic tank and portion of leaching field with distribution laterals flagged.



10. Leaching field location (14.7m L x 13.7m W).



11. Location of septic tank relative to dwelling and drilled well.

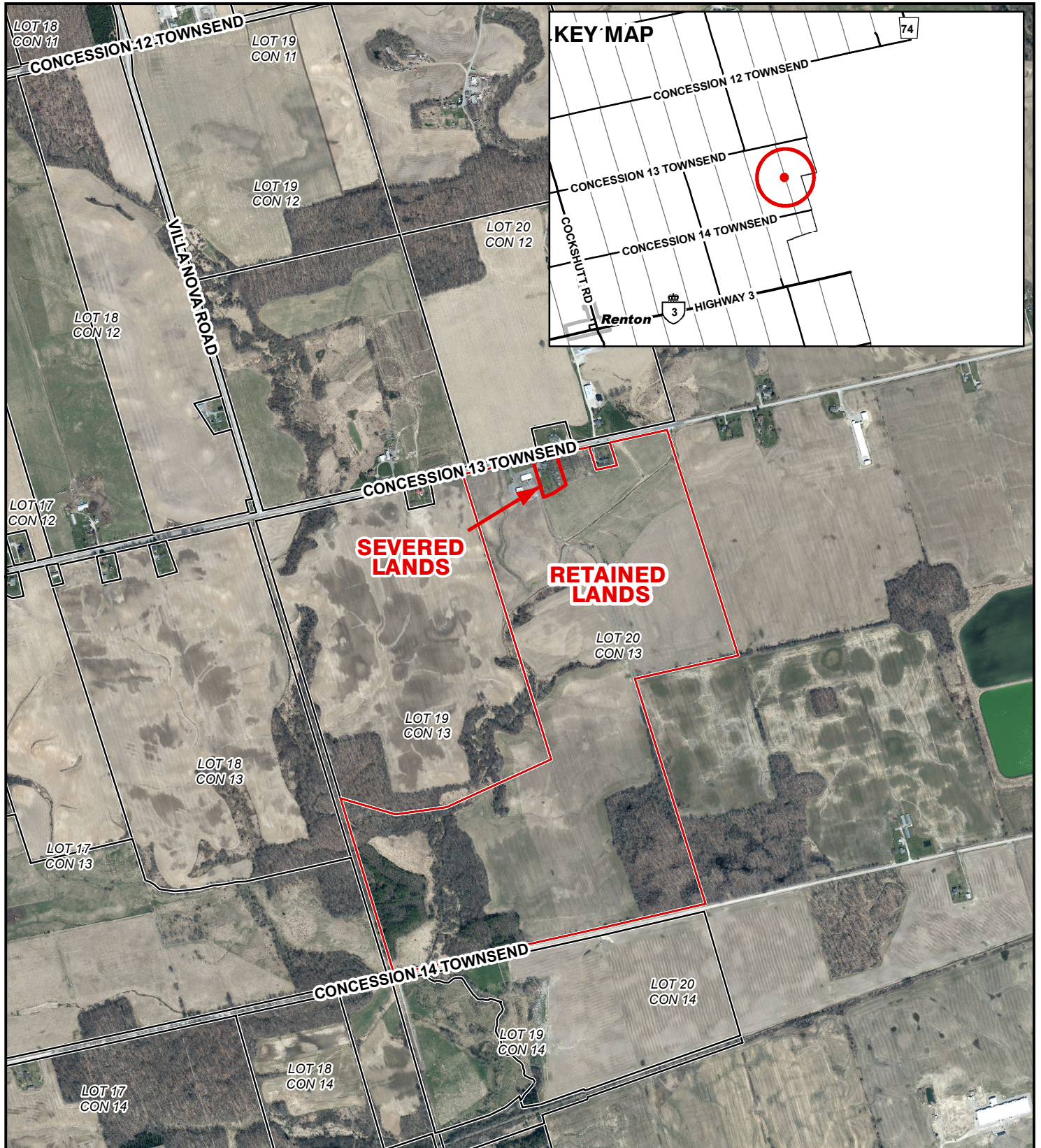


12. Location of leaching field relative to southern treeline.



CONTEXT MAP

Geographic Township of TOWNSEND

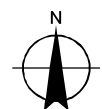


Legend

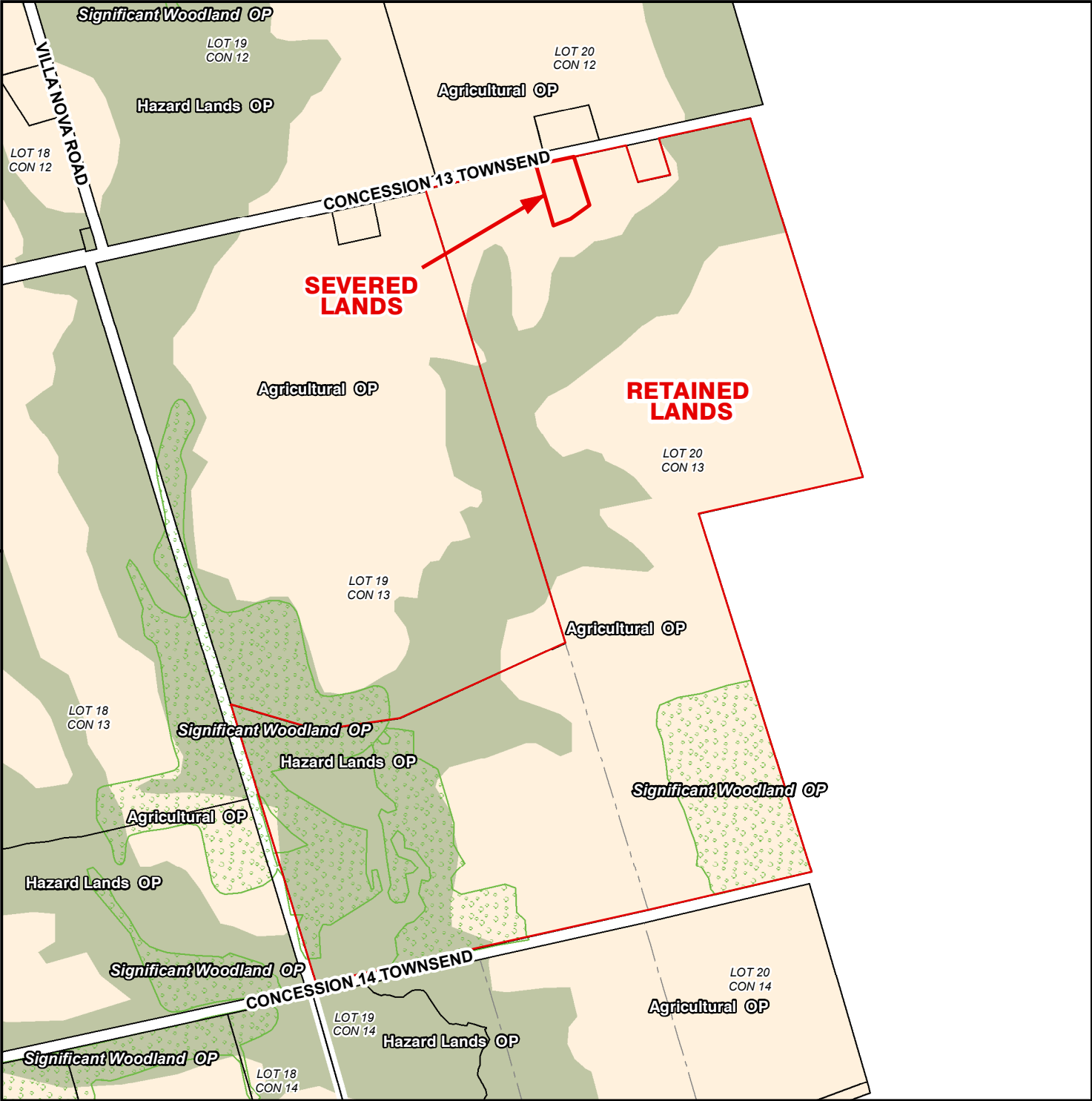
- Subject Lands
- Lands Owned

2020 Air Photo

3/27/2024



120 60 0 120 240 360 480
Meters



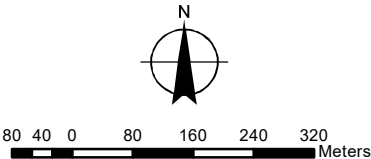
Legend

- Subject Lands
- Lands Owned

Official Plan Designations

- Agricultural
- Hazard Lands
- Significant Woodland

3/27/2024

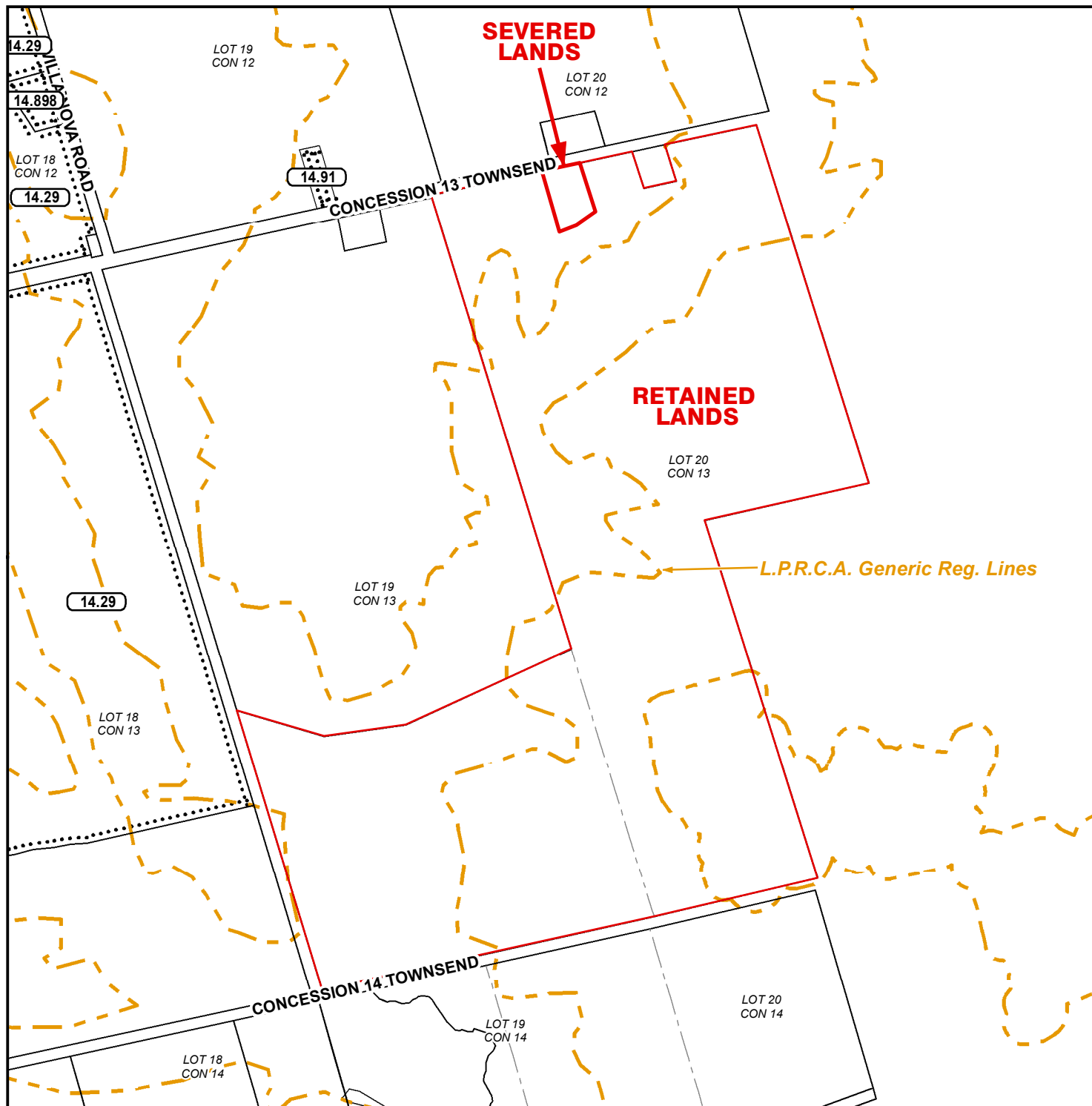


MAP C

ZONING BY-LAW MAP

Geographic Township of TOWNSEND

BNPL2023401



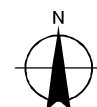
LEGEND

- Subject Lands
- Lands Owned
- LPRCA Generic RegLines

ZONING BY-LAW 1-Z-2014

3/27/2024

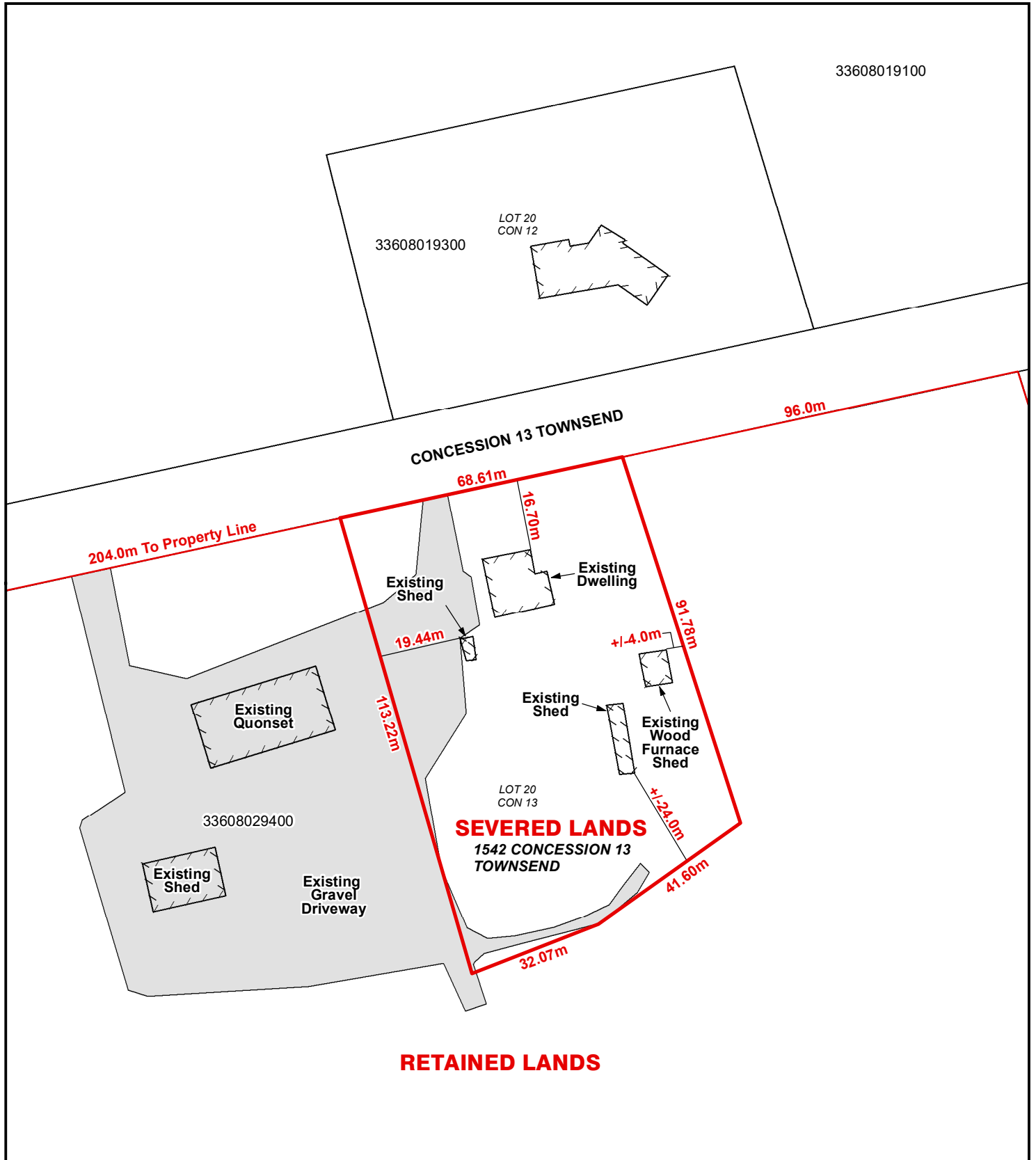
- (H) - Holding
- A - Agricultural Zone
- HL - Hazard Land Zone



80 40 0 80 160 240 320 Meters

CONCEPTUAL PLAN

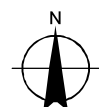
Geographic Township of TOWNSEND



Legend

- Subject Lands
- Lands Owned

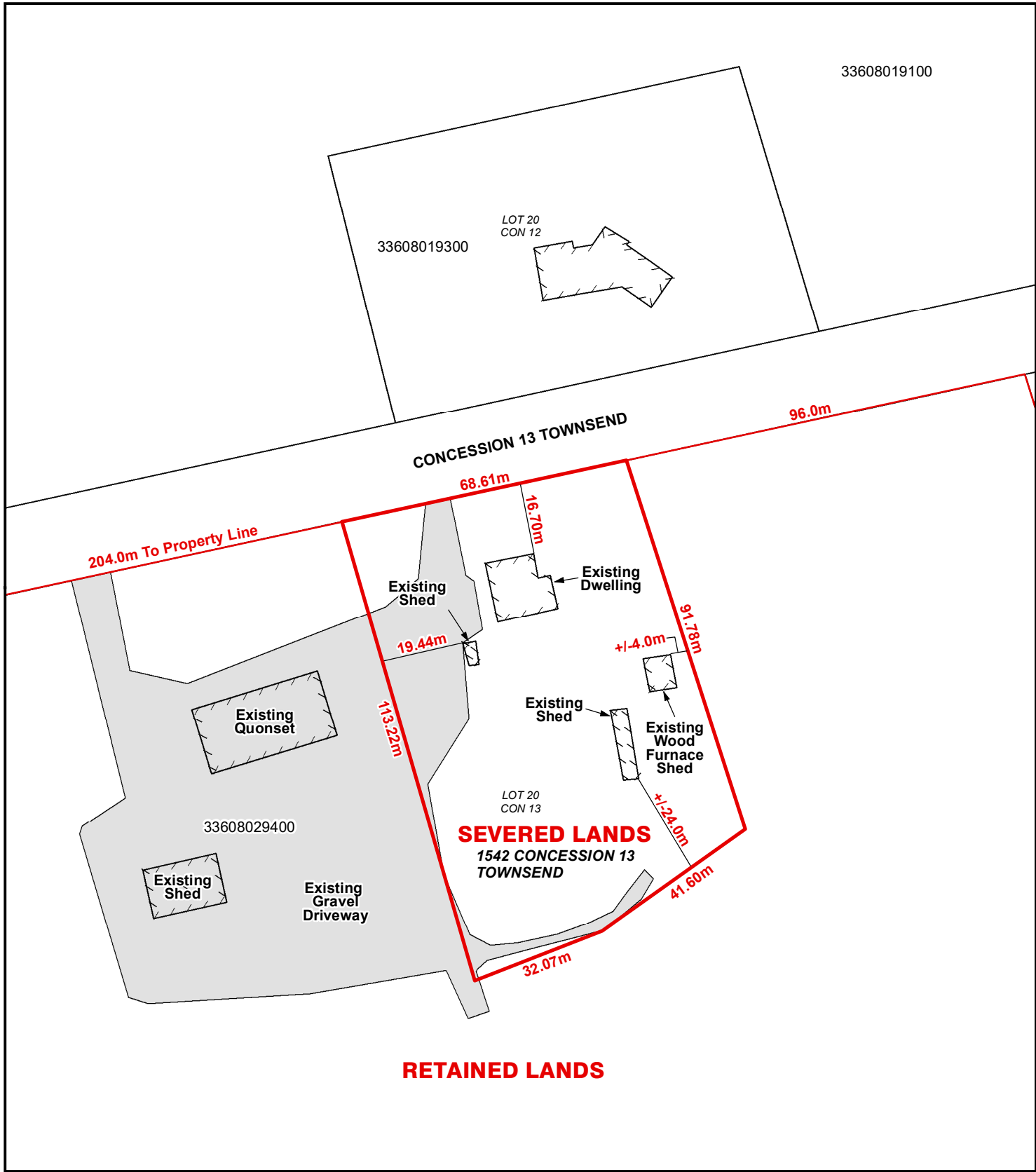
3/27/2024



10 5 0 10 20 30 40 Meters

CONCEPTUAL PLAN

Geographic Township of TOWNSEND



Legend

-  Subject Lands
-  Lands Owned

3/27/2024

