

For Office Use Only:

File Number	_____	Application Fee	_____
Related File Number	_____	Conservation Authority Fee	_____
Pre-consultation Meeting	_____	Well & Septic Info Provided	_____
Application Submitted	_____	Planner	_____
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: 542-040-10200-0000

A. Applicant Information

Name of Owner STAN & DOROTHY GILMAN

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 2837 NORFOLK CTY RD 45

Town and Postal Code RR 3 LANCTON NOE 1G0

Phone Number 519 875 4643

Cell Number _____

Email _____

Name of Applicant DUNCAN GILMAN

Address PO BOX 436 18 STOVER ST. S. APT A

Town and Postal Code NORWICH NO5 1P0

Phone Number 519 521 6788

Cell Number 519 521 6288

Email duncan71@live.ca

Name of Agent

Address

Town and Postal Code

Phone Number

Cell Number

Email

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 mortgages, charges or other encumbrances on the subject lands:

NONE

B. Location, Legal Description and Property Information

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

2861 2837 NORFOLK CTY RD 45

NORTH WALSINGHAM CON 9 PT LOT 23

Municipal Civic Address: 2837 NORFOLK CTY RD 45 RR 3 LANGTON

Present Official Plan Designation(s):

Present Zoning: AGRICULTURAL

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:

AGRICULTURAL

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:

THREE OLD KILNS WILL BE SEVERED WITH THE
FARM LAND AND WILL BE DEMOLISHED BY MALECKI FARMS
SEE ATTACHED LIST FOR RETAINED BUILDINGS TO
GO WITH THE SURPLUS SEVERANCE. TRAILER BEHIND BARN
TO BE REMOVED

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.

NONE

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:

NONE

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:

AGRICULTURAL & RESIDENTIAL

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:

RETAINED PROPERTY

C. Purpose of Development Application

MALECKI FARMS

BOUNDARY ADJUSTMENT

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

NO BUILDINGS

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	53.82 HA	40 HA		92.59 HA	
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					

C. Purpose of Development Application

HOUSE SURPLUS SEVERANCE

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		30		82.59	
Lot depth					
Lot width					
Lot area		2000 M ²		8428.2	6428.2
Lot coverage					
Front yard		13		22.0	
Rear yard		9		38.06	
Height					
Left Interior side yard		3		20.95	
Right Interior side yard		3		49.73	
Exterior side yard (corner lot)					
Parking Spaces (number)					
Aisle width					
Stall size					
Loading Spaces					
Other					

METAL SIDED GARAGE

SURPLUS SEVERANCE

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		30		82.89	
Lot depth					
Lot width					
Lot area		2000 M ²		8428.2	6428.2
Lot coverage					
Front yard		13		13.04	
Rear yard		9		9.33	
Height					
Left Interior side yard		3		5.24	
Right Interior side yard		3		13.20	
Exterior side yard (corner lot)					
Parking Spaces (number)					
Aisle width					
Stall size					
Loading Spaces					
Other					

C. Purpose of Development Application

SHED

SURPLUS SEVERANCE

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		<i>30</i>		<i>82.89</i>	
Lot depth					
Lot width					
Lot area		<i>2000 M²</i>		<i>8428.2</i>	<i>6428.2</i>
Lot coverage					
Front yard		<i>13</i>		<i>57.47</i>	
Rear yard		<i>9</i>		<i>10.28</i>	
Height					
Left Interior side yard		<i>3</i>		<i>63.26</i>	
Right Interior side yard		<i>3</i>		<i>146.99</i>	
Exterior side yard (corner lot)					
Parking Spaces (number)					
Aisle width					
Stall size					
Loading Spaces					
Other					

C. Purpose of Development Application

SHEP

SURPLUS SEVERANCE

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		<i>30</i>		<i>82.89</i>	
Lot depth					
Lot width					
Lot area		<i>2000 M²</i>		<i>8428.2</i>	<i>6428.2</i>
Lot coverage					
Front yard		<i>13</i>		<i>39.07</i>	
Rear yard		<i>9</i>		<i>27.26</i>	
Height					
Left Interior side yard		<i>3</i>		<i>41.66</i>	
Right Interior side yard		<i>3</i>		<i>40.53</i>	
Exterior side yard (corner lot)					
Parking Spaces (number)					
Aisle width					
Stall size					
Loading Spaces					
Other					

Gilman Severance Surplus Severance Buildings

Type	Ground floor area m2	Gross floor area m2	Lot coverage %	Number of storeys	Width	Length	Height	
House	140	280	1.66	2	11.53	12.2	7.01	Retained
Metal Sided Garage	267	380	3.16	2	14.43	18.48	8.53	Retained
Shed	11	11	0.13	1	2.99	3.6	3.05	Retained
Sded	21	21	0.25	1	3.41	6.05	3.35	Retained

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: 82.89 IRREG
Depth: 71.76 IRREG
Width: 177.65 IRREG
Lot Area: 0.8428 HA
Present Use: AGRICULTURAL
Proposed Use: AGRICULTURAL

Proposed final lot size (if boundary adjustment): 92.59 HECTARES

If a boundary adjustment, identify the assessment roll number and property owner of the lands to which the parcel will be added: 542-040-10110-0000

MALECKI FARMS LTD.

Description of land intended to be retained in metric units:

Frontage: 413.73 M
Depth: 694.1 M IRREG
Width: 603.9
Lot Area: 38.77 HA
Present Use: RESIDENTIAL / AGRICULTURAL
Proposed Use: RESIDENTIAL / AGRICULTURAL
Buildings on retained land: HOUSE, BARN

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

Frontage:

Depth:

Width: _____
Area: _____
Proposed Use: _____

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

Owners Name: _____
Roll Number: _____
Total Acreage: _____
Workable Acreage: _____
Existing Farm Type: (for example: corn, orchard, livestock) _____
Dwelling Present?: ☐ Yes ☐ No If yes, year dwelling built _____
Date of Land Purchase: _____

Owners Name: _____
Roll Number: _____
Total Acreage: _____
Workable Acreage: _____
Existing Farm Type: (for example: corn, orchard, livestock) _____
Dwelling Present?: ☐ Yes ☐ No If yes, year dwelling built _____
Date of Land Purchase: _____

Owners Name: _____
Roll Number: _____
Total Acreage: _____
Workable Acreage: _____
Existing Farm Type: (for example: corn, orchard, livestock) _____
Dwelling Present?: ☐ Yes ☐ No If yes, year dwelling built _____
Date of Land Purchase: _____

1. Owners Name: Malecki Farms Limited

Roll Number: 542-040-10110-0000

Total Acreage: 133

Workable Acreage: 87

Existing Farm type: Corn, Soybean, Rye, Ginseng

Dwelling Present? No

Date of Land Purchase: March 3 2023

2. Owners Name: Malecki Farms Limited

Roll Number: 2920-009-010-04300-0000

Total Acreage: 70

Workable Acreage: 52

Existing Farm type: Corn, Soybean, Rye

Dwelling Present? Yes. Built in 1962.

Date of Land Purchase: Unknown

3. Owners Name: Malecki Farms Limited

Roll Number: 2920-004-020-17200-0000

Total Acreage: 107

Workable Acreage: 90

Existing Farm type: Corn, Soybean, Rye

Dwelling Present? Yes. Built in 1954.

Date of Land Purchase: Unknown

4. Owners Name: Malecki Farms Limited

Roll Number: 2920-009-010-10100-0000

Total Acreage: 47

Workable Acreage: 44

Existing Farm type: Corn, Soybean. Rye

Dwelling Present? No

Date of Land Purchase: Unknown

5. Owners Name: Malecki Farms Limited

Roll Number: 2920-004-020-17400-0000

Total Acreage: 47.34

Workable Acreage: 37

Existing Farm type: Corn, Soybean, Rye

Dwelling Present? No

Date of Land Purchase: Unknown

6. Owners Name: Malecki Farms Limited

Roll Number: 2920-004-020-17300-0000

Total Acreage: 37

Workable Acreage: 35

Existing Farm type: Corn, Soybean, Rye

Dwelling Present? No

Date of Land Purchase: Unknown

7. Owners Name: Malecki Farms Limited

Roll Number: 2920-004-020-16600-0000

Total Acreage: 109

Workable Acreage: 45

Existing Farm type: Corn, Soybean, Rye

Dwelling Present? No

Date of Land Purchase: Unknown

Owners Name: _____
Roll Number: _____
Total Acreage: _____
Workable Acreage: _____
Existing Farm Type: (for example: corn, orchard, livestock) _____
Dwelling Present?: ☐ Yes ☐ No If yes, year dwelling built _____
Date of Land Purchase: _____

Owners Name: _____
Roll Number: _____
Total Acreage: _____
Workable Acreage: _____
Existing Farm Type: (for example: corn, orchard, livestock) _____
Dwelling Present?: ☐ Yes ☐ No If yes, year dwelling built _____
Date of Land Purchase: _____

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:

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:

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:

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 _____

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
☒ Septic tank and tile bed in good working order
- ☐ Communal system
☐ Other (describe below)

Storm Drainage

- ☐ Storm sewers
☐ Other (describe below)
- ☐ Open ditches

2. Existing or proposed access to subject lands:

- ☒ Municipal road
☐ Unopened road
- ☐ Provincial highway
☐ Other (describe below)

Name of road/street:

CTY RD 45

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

Farm Sale Information

I would ask that the following information be considered in the decision

- 1- The well for the house is located at the barn. This is a very good well with plenty of water. Good wells are hit and miss in this area. My parents are not willing to leave the house without water and roll the dice on a new well. They have made it clear to me, if they cannot keep the well, they are not going to sell the land.
- 2- The barn is currently used as a work shop and equipment storage. The purchaser does not have a use for the barn so it would likely be demolished. I think it would be better to keep this building standing rather than send it to the landfill.
- 3- If this deal is approved the kiln yard and fenced pasture land will become part of the cultivated land which will add a couple acres.
- 4- Approval of this severance will increase the Malecki farm to 230 acres

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.

[Signature]

Owner/Applicant/Agent Signature

Feb 5, 2025

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 Sharon and Dudley Gelman am/are the registered owner(s) of the lands that is the subject of this application.

I/We authorize DANCAU GELMAN 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.

S W Gelman

Owner

Feb 5 2025

Date

D Gelman

Owner

Feb 5th 2025

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, _____ of _____

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:

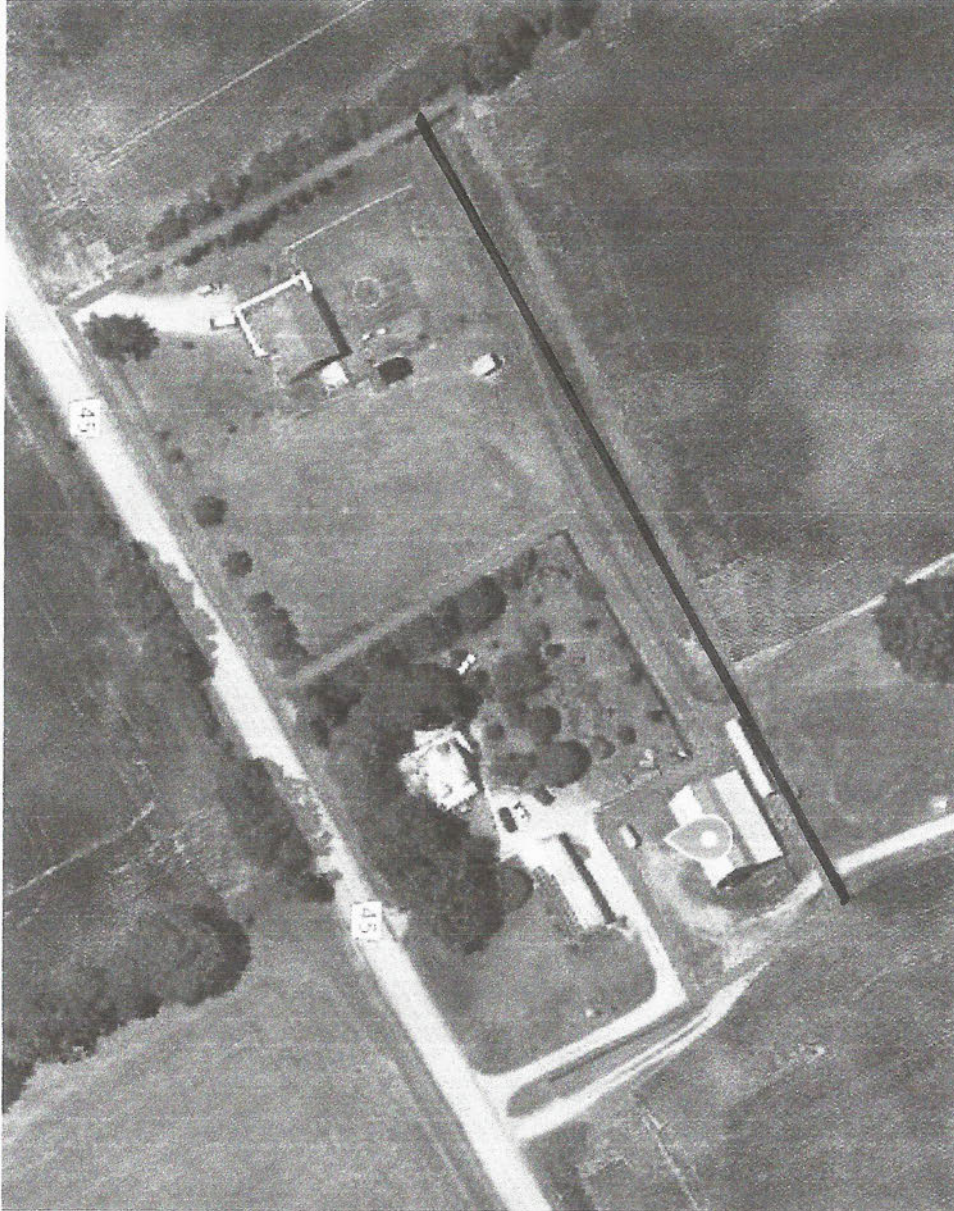
Owner/Applicant/Agent Signature

In _____

This _____ day of _____

A.D., 20____

A Commissioner, etc.

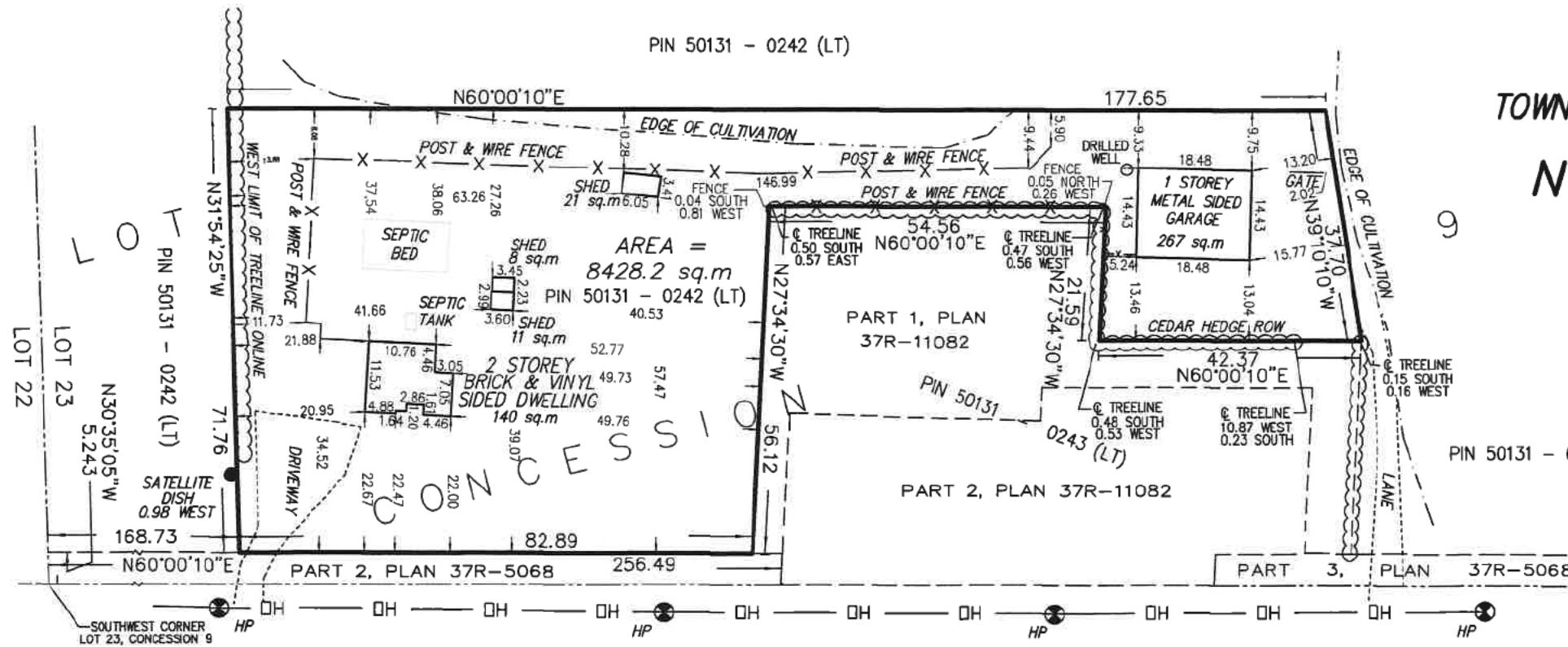
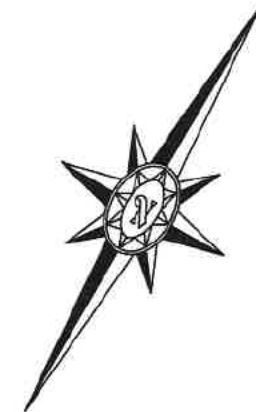


SKETCH SHOWING
PROPOSED SEVERANCE
OF PART OF
LOT 23
CONCESSION 9
IN THE GEOGRAPHIC
TOWNSHIP OF NORTH WALSINGHAM
IN
NORFOLK COUNTY

SCALE: 1 : 1000

10 0 40 METRES

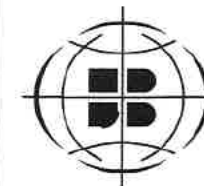
JEWITT AND DIXON LTD.



COUNTY ROAD No. 45
ROAD ALLOWANCE BETWEEN CONCESSIONS 8 & 9
(VARIOUS WIDTHS AS WIDENED BY PLAN 37R-5068)
PIN 50131 - 0102 (LT)

METRIC NOTE:

DISTANCES AND COORDINATES ARE IN METRES AND
CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048



JEWITT AND DIXON
ONTARIO LAND SURVEYORS
A Division of Kim Husted Surveying Ltd.

SURVEYING
MAPPING
GIS

650 Ireland Rd., Simcoe, ON N3Y 4K2
T: (519) 426-0842 www.jdbarnes.com

DRAWN BY: J.L.M.	CHECKED BY: K.S.H.	REFERENCE NO.: 25-54-434-00
		DATED: NOVEMBER 3, 2025

Property Information	
Municipal Address	2837 Norfolk County Rd 45
Assessment Roll Number	3310542040102000000
Date of Evaluation	July 3 / 2025

Evaluators Information	
Evaluators Name:	SCOTT DARLINGTON
Company Name:	DARLINGTON WIRING + PLBG LTD.
Address:	1425 Norfolk County Rd 21
Phone:	519 875-2571
Email:	scott@darlingtonwp.com
BCIN #	15833
Purpose of Evaluation	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Zoning <input type="checkbox"/> Minor Variance <input type="checkbox"/> Site Plan <input type="checkbox"/> Building Permit Application <input type="checkbox"/> Other _____
Building Information	<input checked="" type="checkbox"/> Residential <input type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Agricultural

Gross building area: (m ²):	293.18 m ²
Number of bedrooms:	4
Number of fixture units:	27.5
Daily Design Flow: (Litres)	2375 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)	8
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:	27°C SUNNY

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): 5900 L			
<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 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	10'	30'	
Distance to bodies of water	N/A	N/A	
Distance to nearest well	> 200'	> 200'	
Distance to proposed property lines	Front: 100' Rear: 80'	Left: 70' Right: 130'	Front: 120' Rear: 25' Left: 20' Right: 100'

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	2000
	5 Bedrooms	2500	
Subtotal (A)			2000

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	100		
	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)	7.5	50	375
Subtotal (B)			2000	375
Subtotal A+B=Daily Design Flow (Q)				2375

Worksheet B: Dwellings Fixture Unit Count

Fixtures	Units		How Many?		Total
Bath group (toilet, sink, tub or shower) with flush tank	6.0	X	3	=	18
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	1	=	1.5
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	1	=	1.5
Other:					
Total Number of Fixture Units:					27.5

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	2375	X 2 = 4750
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

☐ A. Absorption Trench

Total length of distribution pipe	<p>Conventional $(Q \times T) \div 200 = 2375 \times 8 \div 200 = 95$ m</p> <p>Type I leaching chambers $(Q \times T) \div 200 =$ m</p> <p>Type II leaching chambers $(Q \times T) \div 300 =$ m</p> <p>Configured as: <u>6</u> runs of <u>18</u> m Total: <u>108</u> m</p>
-----------------------------------	--

☐ B. Filter Bed

<p>Effective Area</p> <p>If $Q \leq 3000$ litres per day use $Q \div 75$</p> <p>If $Q > 3000$ litres per day use $Q \div 50$</p> <p>Level II-IV treatment units, use $Q \div 100$</p> <p>Distribution Pipe</p> <p>Contact Area = $(Q \times T) \div 850$</p> <p>Mantel (see Part 1)</p>	<p>Effective area: (Q) \div (75, 50, or 100) = m²</p> <p>Configured as: m x m</p> <p>Number of beds</p> <p>Number of runs: Spacing of runs: m</p> <p>Contact Area: (Q) X (T) $\div 850 =$ m²</p>
--	---

☐ C. Shallow Buried Trench

Percolation time (T) of soil in minutes:	Length of distribution pipe (metres)	<p>(L) = (Q) \div (75, 50, 30) = m</p> <p>Configured as: runs of m Total: m</p>
$1 < T \leq 20$	$Q \div 75$ metres	
$20 < T \leq 50$	$Q \div 50$ metres	
$50 < T < 125$	$Q \div 30$ metres	

☐ D. Advance Treatment System

Provide description of system.

☐ E. Type A Dispersal Bed

<p>Stone Layer</p> <p>If $Q \leq 3000$ litres per day, use $Q \div 75$</p> <p>If $Q > 3000$ litres per day, use $Q \div 50$</p> <p>Sand Layer</p> <p>$1 < T \leq 15$ use $(Q \times T) \div 850$</p> <p>$T > 15$ use $(Q \times T) \div 400$</p>	<p>Stone Layer = (Q) \div (75 or 50) = m²</p> <p>Sand Layer = (Q) x (T) \div (850 or 400) = m²</p>
---	--

☐ F. Type B Dispersal Bed

<p>Area = $(Q \times T) \div 400$</p> <p>Linear Loading Rate (LLR)</p> <p>$T < 24$ minutes, use 50 L/min</p> <p>If $T \geq 24$ minutes, use 40 L/min</p> <p>Distribution Pipe</p>	<p>Area = (Q) x (T) $\div 400 =$ m²</p> <p>Pump chamber capacity = L</p> <p>Length $(Q \div \text{LLR}) =$ m</p> <p>Bed configuration = m x m = m²</p> <p>Number of Beds =</p> <p>Configured as: runs of m Total: m</p>
---	---

Worksheet F: Cross Sectional Drawings

Subsoil Investigation – Test pit

1. Soil sample to be taken at a depth of
2. Test pit to be a minimum 0.9m

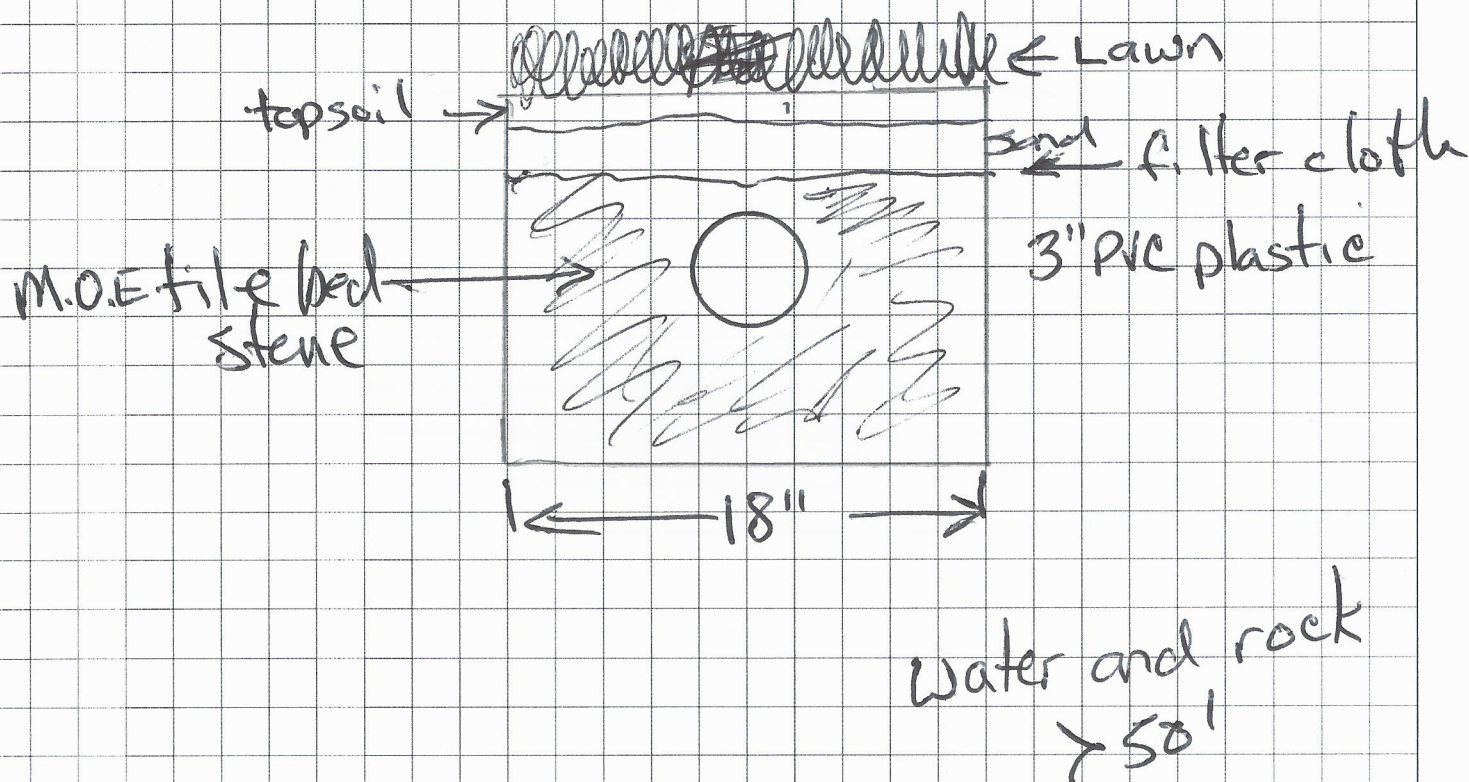
Indicate level of rock and ground water level below original grade.

	Original grade	
	0.5m	topsoil
	1.0m	
	1.5m	SAND

Soil and subgrade investigation. Indicate soil types

Cross sectional drawings are required for all septic systems

1. Location of existing grade.
2. Measurements to each component, distances to water table
3. Label each septic component.



Worksheet G: Septic Plot Plan

Please provide the following information on this work sheet:

1. Location of sewage system and its components (e.g. tank, leaching bed, pump chamber)
2. Location of all buildings, pools and wells on the property and neighbouring properties
3. Locate and show minimum clearances for treatment units and distribution piping of items. Ontario Building Code, Division B, Table 8.2.1.6.A. and 8.2.1.6.B.
4. Location of property lines, easements, and utility corridors.

Att

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.

STANLEY IN GILMAN

I, DOROTHY GILMAN (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 on-site sewage system evaluation.

Owners Signature: D Gilman

Date: JULY 15, 2025

Evaluator:

I, JOE DARWIN 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: [Signature]

Date: JULY 15, 2025

Building Department Review

Comments:

Building Inspectors Name:

Building Inspector Signature:

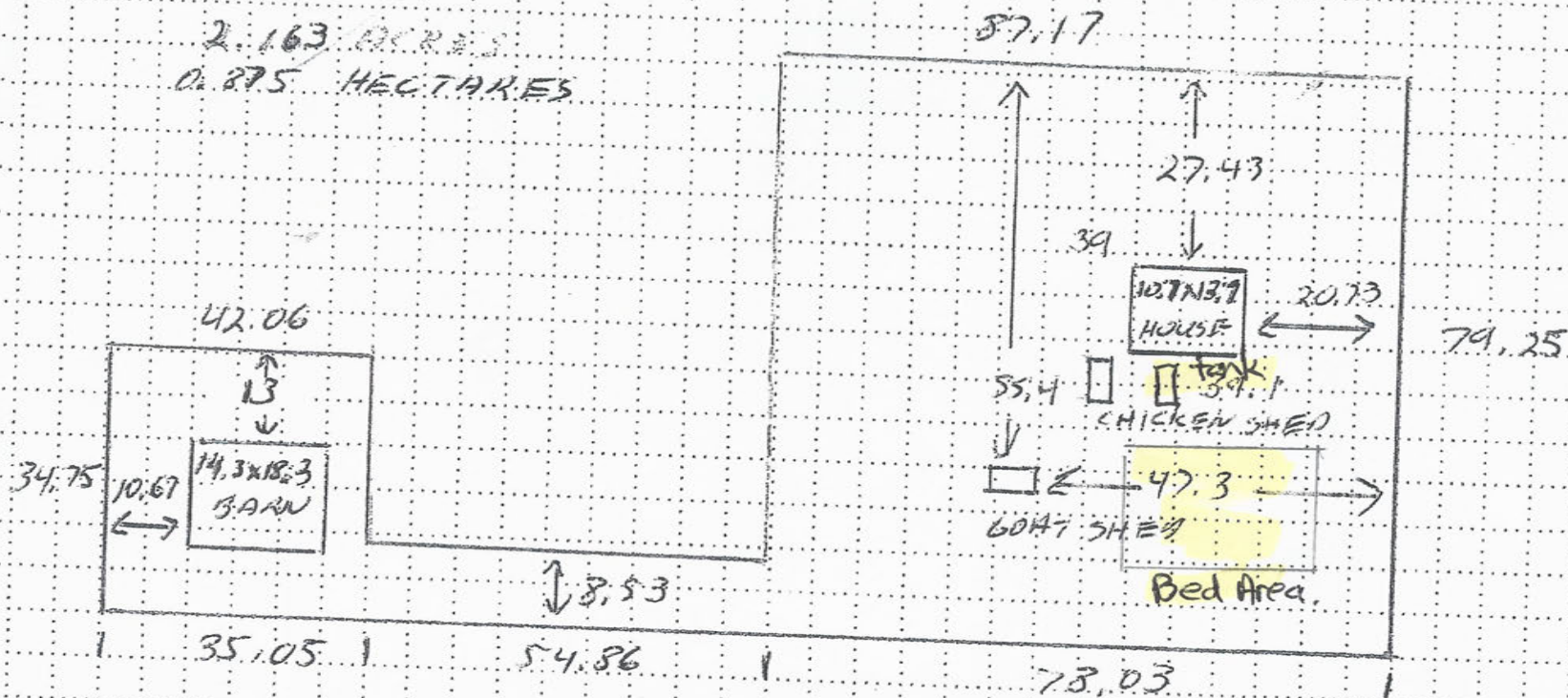
Date:

STAN & DOROTHY GILMAN
2837 NORFOLK CTY RD 45

From the workbook of:
Date:

COUNTY ROAD # 45

2.163 ACRES
0.875 HECTARES



MEASUREMENTS ARE
IN METERS

AGREEMENT OF PURCHASE AND SALE

(For use in the Province of Ontario)

PURCHASER: Malecki Farms Limited

VENDORS: Dorothy Gilman and Stanley William Gilman

REAL PROPERTY: Retained Part of property legally described as Part Lot 23, Concession 9, North Walsingham, as in NR468694, Except Part 1, 2 & 3 ON 37R5068, Part 1 37R6122 & Part 1 37R10082; Norfolk County with the severed parcel outlined in Blue on attached Schedule "B" which will be kept by the Vendors (the "Property")

ADDRESS: 2837 Norfolk County Rd. 45, Langton, ON N0E 1G0

PURCHASE PRICE: [REDACTED]

DEPOSIT: - The Parties acknowledge that a deposit in the amount of [REDACTED] will be held in trust by the Vendor's Solicitor for the purposes of this Agreement to be credited towards the Purchase Price on the Closing Date.

SCHEDULE(S) A attached hereto form(s) part of this Agreement.

1. **Chattels Included:** NIL
2. **Fixtures Excluded:** NIL
3. **Rental Items:** The following equipment is rented and **not** included in the Purchase Price. The Purchaser agrees to assume the rental contracts, if assumable: **NIL**
4. **Irrevocability:** This Offer shall be irrevocable by the Purchaser until 12 pm on the **10th day of February, 2025** after which time, if not accepted, this Offer shall be null and void and the deposit shall be returned to the Purchaser in full without interest.
5. **Completion Date: See Schedule "A"**
Upon completion, vacant possession of the property shall be given to the Purchaser unless otherwise provided for in this Agreement.
6. **Notices:** Vendor hereby appoints **Mandryk & Morgan** as Agent for the purpose of giving and receiving notices pursuant to this Agreement. The Purchaser hereby appoints **MHN Lawyers**, as Agent for the purpose of giving and receiving notices pursuant to this Agreement. Any notice relating hereto or provided for herein shall be in writing. This offer, any counteroffer, notice of acceptance thereof, or any notice shall be deemed given and received, when hand delivered to the address for service provided herein or, where a facsimile number is provided herein, when transmitted electronically to that facsimile number.
7. **HST:** If this transaction is subject to Harmonized Sales Tax (H.S.T.) then such tax shall be

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S. W. G. D. G.

in addition to the Purchase Price subject to Schedule "A".

8. **Title Search:** Purchaser shall be allowed until 6 p.m. **ten days prior to close** to examine the title to the property at his 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 himself that there are no outstanding work orders or any deficiency notices affecting the property, that its present use may be lawfully continued and that the principal building may be insured against risk of fire. Vendor hereby consents to the municipality of other governmental agencies releasing to Purchaser details of all outstanding work orders affecting the property, and Vendor agrees to execute and deliver such further authorizations in this regard as Purchaser may reasonably require.
9. **Future Use:** Vendor and Purchaser agree that there is no representation or warranty of any kind that the future intended use of the property by Purchaser 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 telephone services to the property or adjacent properties and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the present 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 Vendor and which Vendor is unable or unwilling to remove, remedy or satisfy and which Purchaser 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 Vendor, 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, Purchaser shall be conclusively deemed to have accepted Vendor'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, nonregistrable 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

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document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the 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 Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers.

12. **Documents and Discharge:** Purchaser 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 Vendor. If requested by Purchaser, vendor will deliver any sketch or survey of the property within Vendor=s control to Purchaser 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 Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Purchaser on completion, is not available in registrable form on completion, Purchaser agrees to accept Vendor=s lawyer=s personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same on title within a reasonable period of time after completion, provided that on or before completion vendor shall provide to Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by Vendor directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
13. **Inspection:** Purchaser 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 the Vendor. Pending completion, Vendor 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, Purchaser 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 Vendor is taking back a Charge/Mortgage, or Purchaser is assuming a Charge/Mortgage, Purchaser shall supply vendor with reasonable evidence of adequate insurance to protect Vendor=s or other mortgagee=s interest on completion.
15. **Planning Act :** This Agreement shall be effective to create an interest in the property only if Vendor complies with the subdivision control provisions of the Planning act by completion and vendor covenants to proceed diligently at his expense to obtain any necessary consent by completion.
16. **Document Preparation:** The ~~Transfer~~ Transfer/Deed shall, save for the Land Transfer Tax

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Affidavit, be prepared in registrable form at the expense of Vendor, and any Charge/Mortgage to be given back by the Purchaser to Vendor at the expense of the Purchaser. If requested by Purchaser, Vendor 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:** Purchaser shall be credited towards the Purchase Price with the amount, if any, necessary for Purchaser to pay to the Minister of National Revenue to satisfy Purchaser's liability in respect of tax payable by Vendor under the non-residency provisions of the Income Tax Act by reason of this sale. Purchaser shall not claim such credit if Vendor delivers on completion the prescribed certificate or a statutory declaration that Vendor is not then a non-resident of Canada.
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 Purchaser.
19. **Property Assessment:** The Purchaser and Vendor hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be reassessed on an annual basis. The Purchaser and Vendor agree that no claim will be made against the Purchaser or Seller, or any of their legal representative, 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 or as specifically provide for in this Agreement.
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 Vendor and Purchaser 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 Vendor or Purchaser or their respective lawyers on the day set for completion. Money may be tendered by bank draft or cheque certified by a Chartered Bank, Trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire.
22. **Family Law Act:** Vendor warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 unless Vendor's spouse has executed the consent hereinafter provided.
23. **Agreement in writing:** If there is conflict between any provision written or typed in this Agreement (including any Schedule attached hereto) and any provision in the printed portion hereof, the written or typed provision shall supersede the printed provision to the extent of such conflict. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Purchaser and Vendor. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the context. This Agreement shall be read with all changes of gender or number required by the context. All documents, including closing documents,

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may be signed electronically, digital signatures and/or Docusign.

24. **Successors and Assigns:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNING PAGE TO FOLLOW

Purchaser Initials Initial
RM Vendor Initials SWG De

SIGNING PAGE

Dated at Simcoe this day of January, 2025.

Signed, sealed and delivered in the presence of:
In witness whereof I have hereunto set my hand and seal:

Malecki Farms Limited:
Per:

Signed by:

Richard Malecki 2025

5B32FA8DD222425

Richard Malecki - President
I have authority to bind the
Corporation.

I/We, the Undersigned Vendor(s), agree to the above Offer.

Dated at Tillsonburg this day of , 2025.

Signed, sealed and delivered in the presence of:
In witness whereof I have hereunto set my hand and seal:

(Witness)

D. Gilman
Dorothy Gilman

(Witness)

Stanley W. Gilman
Stanley Gilman

Purchaser - Address for Service

Purchaser's Lawyer
MHN Lawyers LLP – Maria Kinkel
39 Colborne St. N.
Simcoe ON N3Y 3T8

Tel.: 519-426-6763
Fax: 519-426-2055

Vendor - Address for Service

Vendor's Lawyer
James R. Morgan; Mandryk & Morgan
40 Brock Street W.
Tillsonburg, ON N4G 2A2

Tel.: (519) 842-4228
Fax (519) 842-7659

Prepared by:
Mandryk & Morgan Professional Corporation
40 Brock Street
TILLSONBURG, Ontario N4G 2A2
JM/st

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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:

PURCHASER: **Malecki Farms Limited**

VENDOR: **Dorothy Gilman and Stanley Gilman**

Purchaser to pay the balance as follows: The balance of the Purchase Price to be paid by cash or certified cheque subject to the usual adjustments on closing.

1. The Vendors and Purchasers shall all warrant on Closing that they are not non-residents of Canada and that all officers and directors of the Purchaser are residents of Canada.
2. The parties acknowledge that the transfer of the Property is subject to the consent of the Land Division Committee for Norfolk County (the "Severance Application") for the portion of lands outlined in blue on Schedule B attached hereto. The Vendors covenant to prepare and file the Severance Application within 60 days of acceptance of this Agreement. The cost of the Severance Application, including but not limited to all sketches, application fees and legal fees will be paid by the Vendors. The retained portion is the part of the Property to be sold to the Purchaser. The severed portion will not be sold to the Purchaser. The Vendors agree that in the event of any changes to the lands to be severed, the Vendor shall provide notice to the Purchaser and obtain the Purchaser's written approval to such changes, which shall not be unreasonably withheld. The Vendor also agrees to provide the Purchaser with a copy of the draft reference plan before it is deposited on title for approval.
3. If the Severance Application is not approved then this Agreement is terminated and the Deposit returned to the Purchaser.
4. The Purchaser acknowledges that it accepts the Property in an "as is" condition without warranty from the Vendors. At all times, the Purchaser shall rely upon its own due diligence and inspections of the Property.
5. The parties agree that if the Severance Application is approved then any conditions placed upon the severance approval (the "Conditions") are subject to the Vendor's acceptance. If the Vendor does not accept the Conditions, which such approval must not be unreasonably withheld, then this Agreement is at an end and the Deposit returned to the Purchaser. If the Conditions are approved by the Vendors then the Vendors agree to fulfill the Conditions as reasonably and quickly as possible and all the cost of fulfilling the Conditions shall be paid by the Vendors which include, but not limited to, legal costs and municipal fees.

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6. The Purchaser acknowledges that a Condition of the approval of the Severance may be that the Property is consolidated by adjoining property owned by the Purchaser. The Purchaser agrees that if such Condition exists then it will accept such Condition. the Purchaser further agrees that there shall be no adjustment to the Purchase Price even if road widening is a Condition.
7. The Purchasers shall be responsible for the land transfer tax and registration fees payable in connection with the registration of the deed(s) or transfer(s) for acquiring title to the retained part. Each party shall pay its own legal fees with respect to this transaction;
8. With respect to HST, the parties agree that the Vendors shall not collect HST from the Purchaser in connection with the transaction contemplated by this Agreement if, on the Closing Date, the Purchaser delivers to the Vendors:
 - i. A certificate of the Purchasers setting out the Purchaser's HST registration number; and
 - ii. An undertaking by the Purchaser to pay all applicable HST in connection with the transaction contemplated by this Agreement and an indemnity by the Purchasers in which the Purchasers agrees to indemnify and hold the Seller harmless from and against any and all claims that may be suffered or incurred, directly or indirectly, by the Vendors or may become payable by the Vendors arising from or in respect of any failure by the Purchasers to register for the purposes of the HST imposed under the *Excise Tax Act* (Canada) or to perform its obligations under such Act in connection with the transaction contemplated by this Agreement.
9. The closing date shall be 6:00 pm on a date as selected by counsel for the Vendors and Purchaser which shall be no more than one hundred and twenty (120) days from the approval of the Severance Application (the "Closing Date").
10. In the event the Requisition Date or Completion Date as set out above is a Saturday, Sunday or a statutory holiday for the province of Ontario, this transaction shall close on the first business day immediately following such date.

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For Office Use Only:

File Number _____
Related File Number _____
Application Submitted _____
Complete Application _____

Application Fee _____
Conservation Authority Fee _____
Well & Septic Info Provided _____
Planner _____
Public Notice Sign _____

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

- ☐ Standard Minor Variance
☐ Complex Minor Variance (After the fact)
☐ Routine Minor Variance

Property Assessment Roll Number: _____

A. Applicant Information

Name of Owner _____

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 _____
Town and Postal Code _____
Phone Number _____
Cell Number _____
Email _____

Name of Authorized Applicant _____

Address _____
Town and Postal Code _____
Phone Number _____
Cell Number _____
Email _____



Name of Authorized Agent

Address

Town and Postal Code

Phone Number

Cell Number

Email

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:

B. Location, Legal Description and Property Information

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

Municipal Civic Address: _____

Land acquisition date (if known): _____

Present Official Plan Designation(s): _____

Present Zoning: _____

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:

4. Please describe **all existing and proposed** buildings and structures on the subject lands and whether they are to be retained, demolished or removed.

	Existing	Proposed
Type of Building	_____	_____
Number of Storey(s)	_____	_____
Number of Dwelling Units per lot	_____	_____
Buildings/Structures/ARDU Width (m)	_____	_____
Building/ Structures /ARDU Length (m)	_____	_____
Building/ Structures /ARDU Height (m)	_____	_____
Usable Floor Area (sq.m)	_____	_____
Lot coverage	_____	_____

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.

6. 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:

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

8. Existing use of abutting properties:

9. 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. Zoning Review (chart must be completed in metric units)

Please fill out the required information for the main and accessory buildings and structures

	Zoning By-law Requirement	Proposed	Deficiency
Lot area (m ²)			
Lot frontage (m)			
Lot depth (m)			
Front Yard Setback (m)			
Left Side Yard Setback (m)			
Right Side Yard Setback (m)			
Rear Yard Setback (m)			
Exterior side yard (if applicable) (m)			
Height (m)			
Lot coverage (%)			
Buildings/structures separation (m)			
Detached Additional Dwelling Unit (ADU) or Accessory Building	200 sq m	412 sq m	212 sq m
i) Usable floor area (m ²)			
ii) Height (m)			
iii) Building separation (m)			
Number of parking spaces			

D. 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:

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. Provincial Policy

1. Is the requested amendment consistent with the Provincial Planning Statements issued under subsection 3(1) of the *Planning Act, R.S.O. 1990, c. P. 13*?

☐ Yes ☐ No

If you answered no, please explain:

2. It is the 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 Planning Statement ?

☐ Yes ☐ No

If no, please explain:

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:

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

4. Does the property have any significant environmental features on the subject land or within 500 metres:

☐ Yes ☐ No

If yes, indicate: ☐ Significant Woodland ☐ Provincially Significant Wetland ☐ Floodplain ☐ Other _____

5. Does the property have any livestock facility or stockyard on the subject land or within 1000 metres:

☐ Yes ☐ No

If yes, the submission of Minimum Distance Separation (MDS) calculations may apply.

F. 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:

G. Other Information

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.

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.

[Signature]

Owner/Applicant/Agent Signature

Feb 5, 2025

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 Sharon and David Gilman am/are the registered owner(s) of the lands that is the subject of this application.

I/We authorize DUNCAN GILMAN 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.

S W Gilman

Owner

Feb 5 2025

Date

D Gilman

Owner

Feb 5th 2025

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, Duncan Gilman of Norwich

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:

_____

Owner/Applicant/Agent Signature

In _____

This _____ day of _____

A.D., 20____

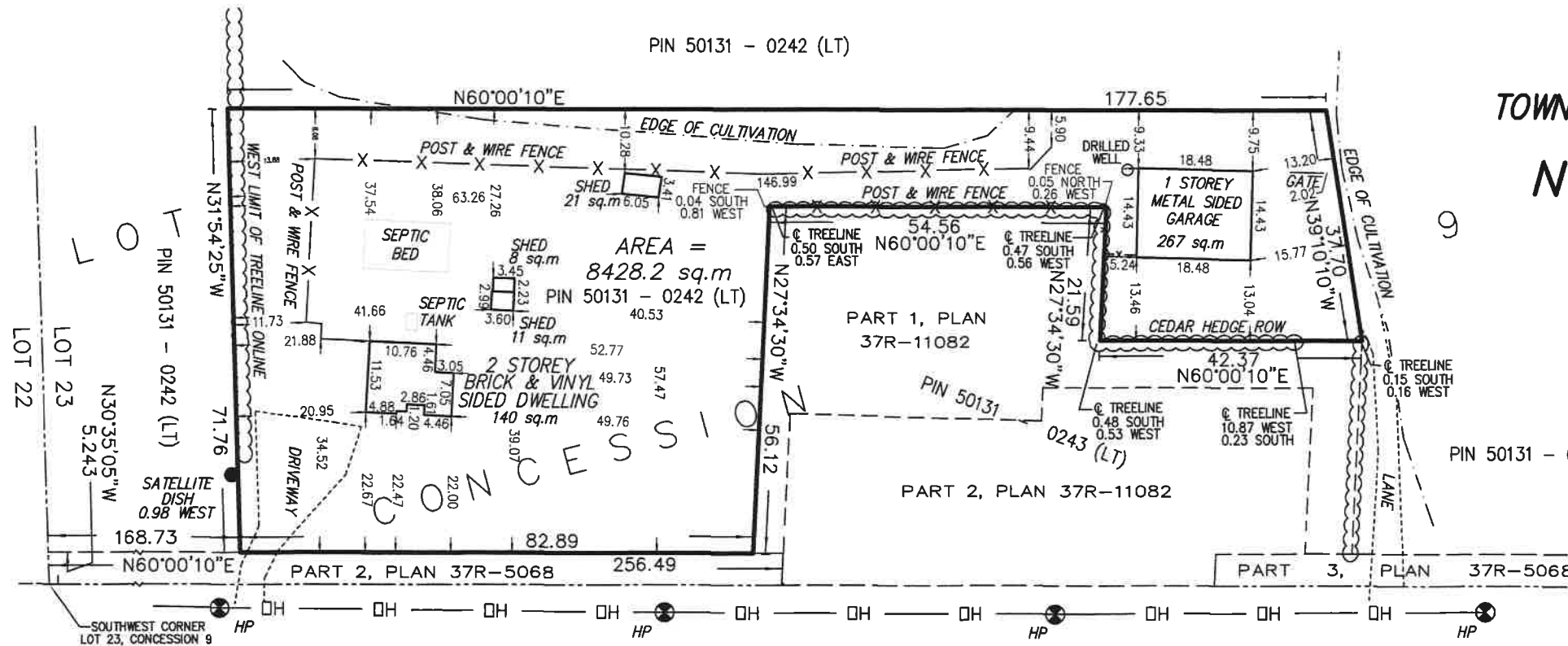
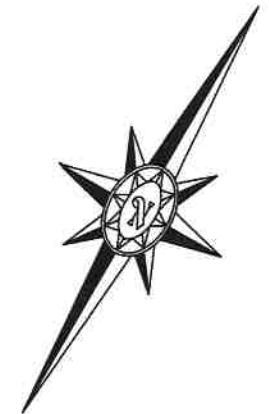
A Commissioner, etc.

SKETCH SHOWING
PROPOSED SEVERANCE
OF PART OF
LOT 23
CONCESSION 9
IN THE GEOGRAPHIC
TOWNSHIP OF NORTH WALSINGHAM
IN
NORFOLK COUNTY

SCALE: 1 : 1000



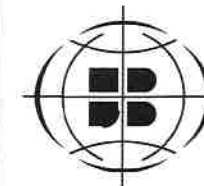
JEWITT AND DIXON LTD.



COUNTY ROAD No. 45
ROAD ALLOWANCE BETWEEN CONCESSIONS 8 & 9
(VARIOUS WIDTHS AS WIDENED BY PLAN 37R-5068)
PIN 50131 - 0102 (LT)

METRIC NOTE:

DISTANCES AND COORDINATES ARE IN METRES AND
CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048



JEWITT AND DIXON
ONTARIO LAND SURVEYORS
A Division of Kim Husted Surveying Ltd.

SURVEYING
MAPPING
GIS

650 Ireland Rd., Simcoe, ON N3Y 4K2
T: (519) 426-0842 www.jdbarnes.com

DRAWN BY: J.L.M.	CHECKED BY: K.S.H.	REFERENCE NO.: 25-54-434-00
		DATED: NOVEMBER 3, 2025

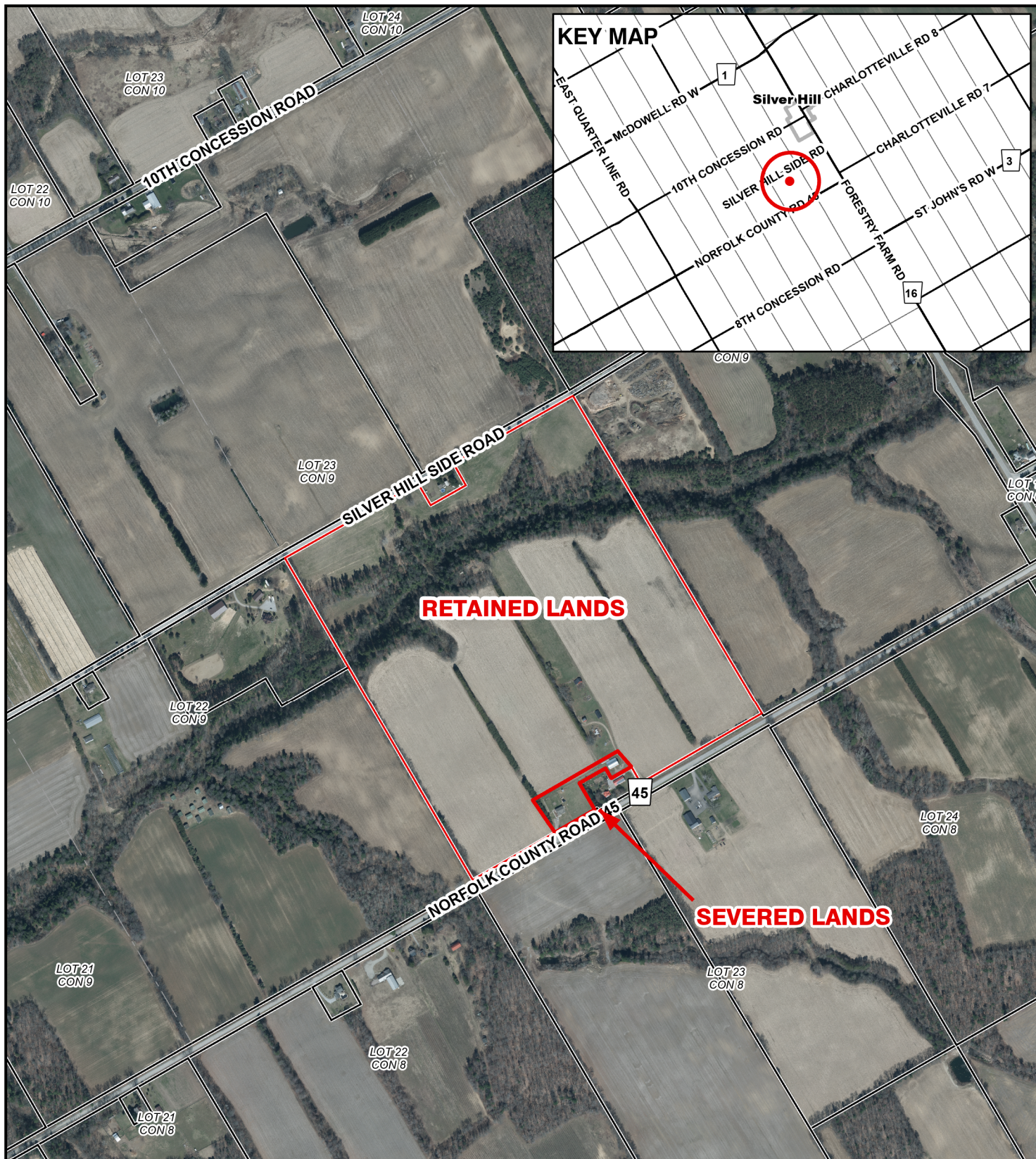
Gilman Severance Surplus Severance Buildings

Type	Ground floor area m2	Gross floor area m2	Lot coverage %	Number of storeys	Width	Length	Height	
House	140	280	1.66	2	11.53	12.2	7.01	Retained
Metal Sided Garage	267	380	3.16	2	14.43	18.48	8.53	Retained
Shed	11	11	0.13	1	2.99	3.6	3.05	Retained
Sded	21	21	0.25	1	3.41	6.05	3.35	Retained

Farm Sale Information

I would ask that the following information be considered in the decision

- 1- The well for the house is located at the barn. This is a very good well with plenty of water. Good wells are hit and miss in this area. My parents are not willing to leave the house without water and roll the dice on a new well. They have made it clear to me, if they cannot keep the well, they are not going to sell the land.
- 2- The barn is currently used as a work shop and equipment storage. The purchaser does not have a use for the barn so it would likely be demolished. I think it would be better to keep this building standing rather than send it to the landfill.
- 3- If this deal is approved the kiln yard and fenced pasture land will become part of the cultivated land which will add a couple acres.
- 4- Approval of this severance will increase the Malecki farm to 230 acres

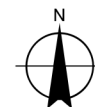


Legend

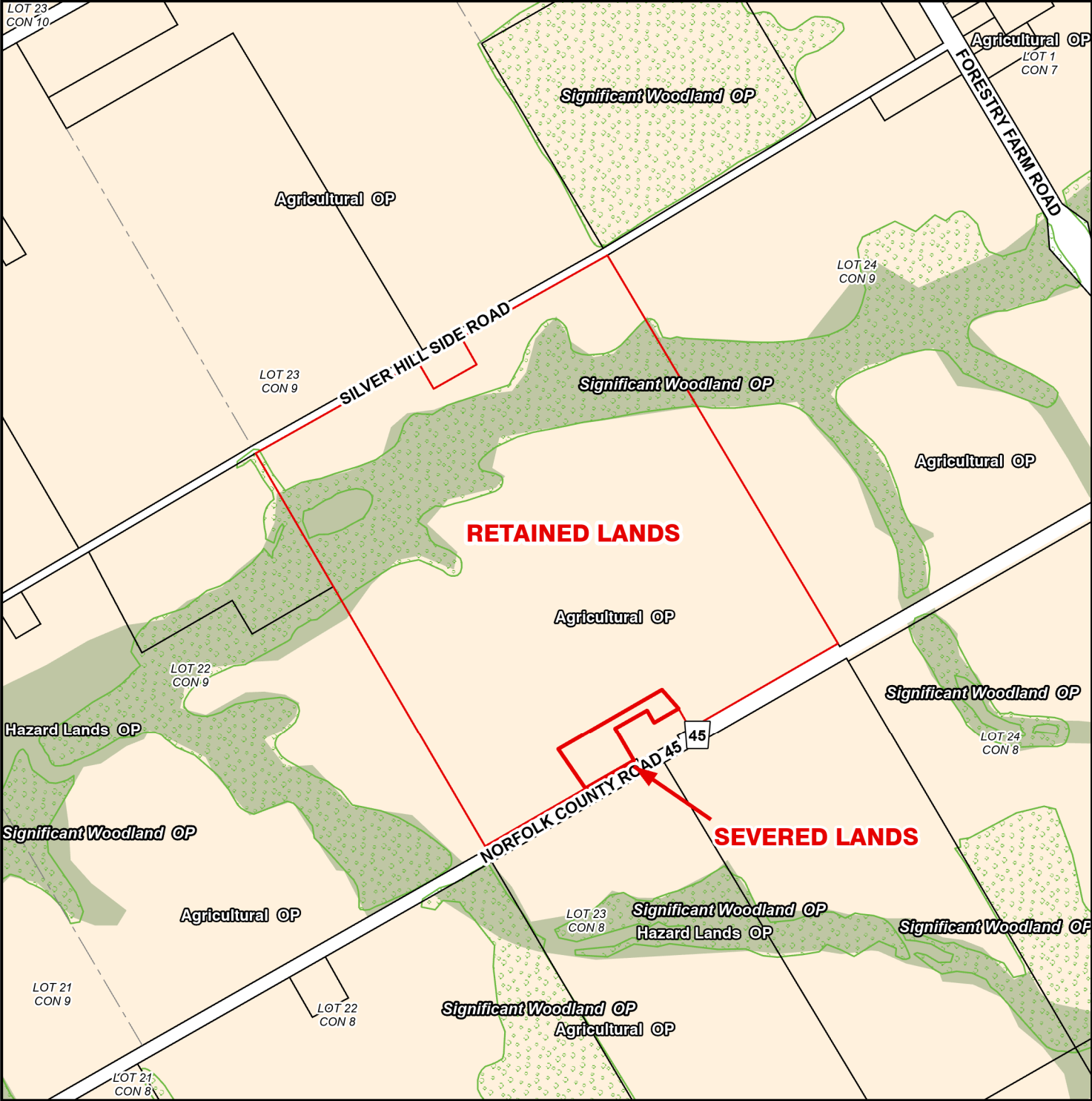
-  Subject Lands
-  Lands Owned

2020 Air Photo

12/9/2025



75 37.5 0 75 150 225 300 Meters



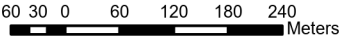
Legend

- Subject Lands
- Lands Owned

Official Plan Designations

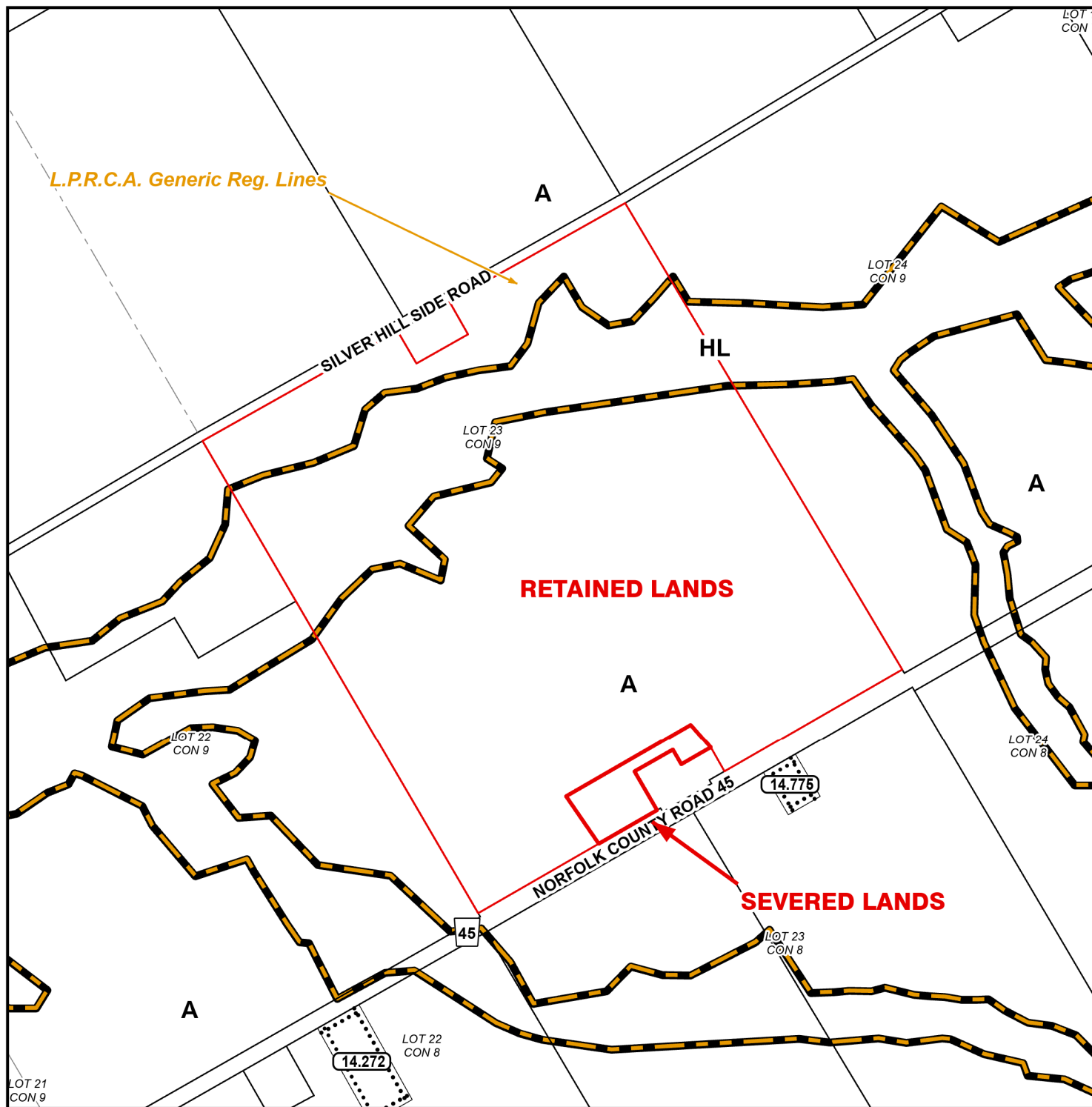
- Agricultural
- Hazard Lands
- Significant Woodland

12/9/2025



MAP C
ZONING BY-LAW MAP
Geographic Township of NORTH WALSINGHAM

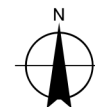
BNPL2025377
ANPL2025371



LEGEND

- Subject Lands
- Lands Owned
- LPRCA Generic RegLines

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



50 25 0 50 100 150 200 Meters

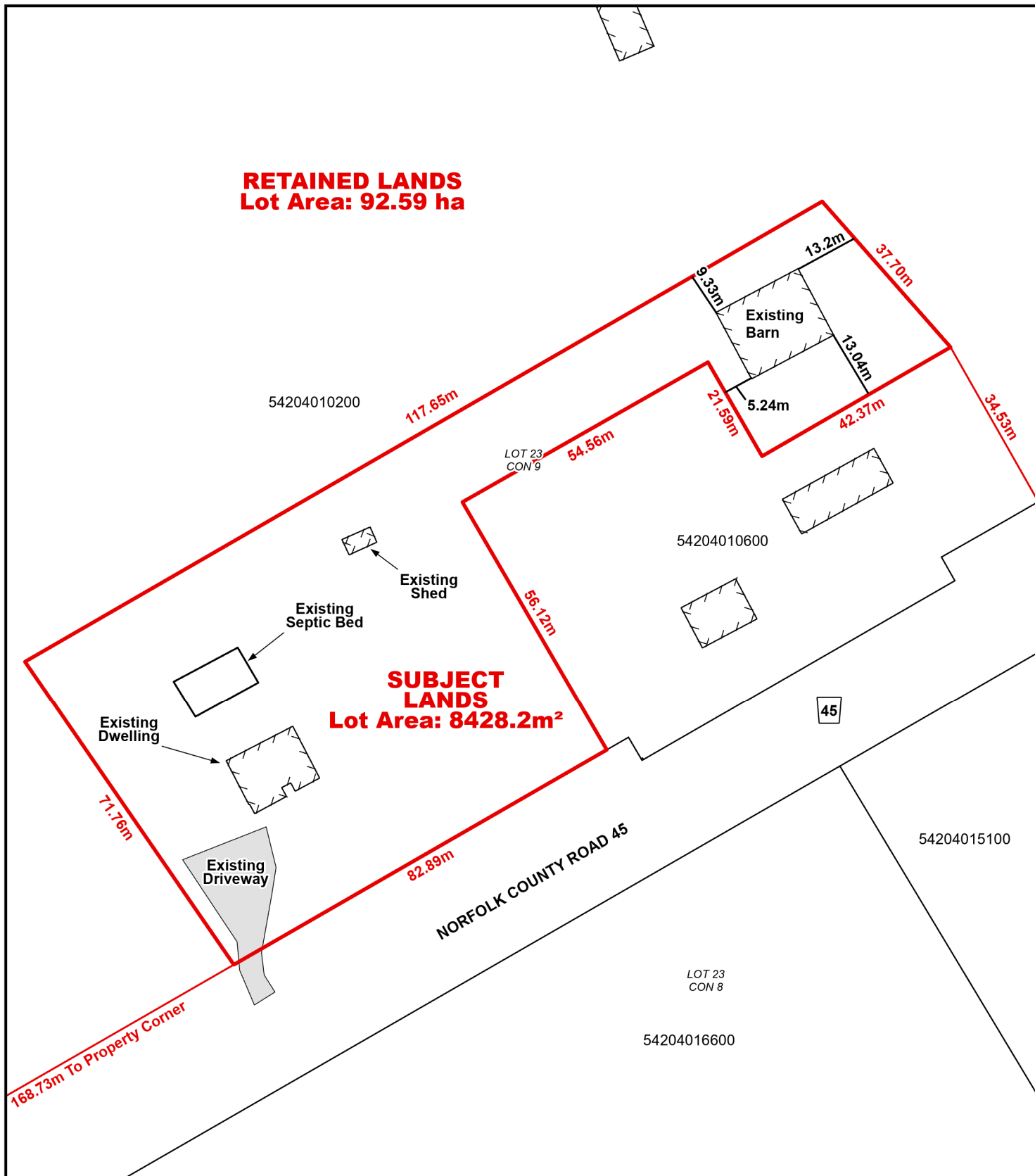
MAP D

CONCEPTUAL PLAN

Geographic Township of NORTH WALSINGHAM

BNPL2025377

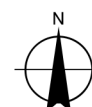
ANPL2025371



Legend

- Subject Lands
- Lands Owned

12/9/2025



8 4 0 8 16 24 32 Meters

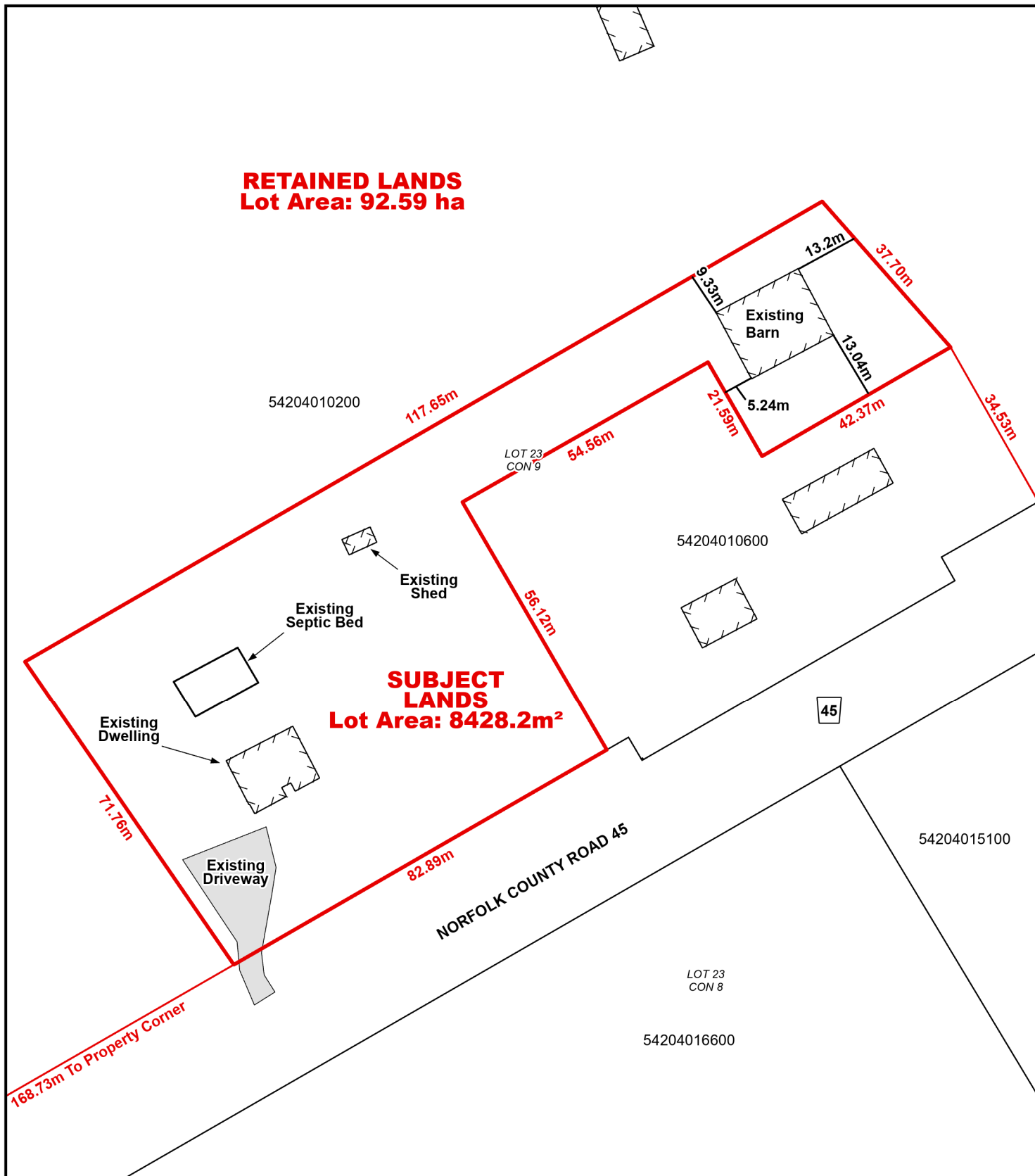
LOCATION OF LANDS AFFECTED

CONCEPTUAL PLAN

Geographic Township of NORTH WALSINGHAM

BNPL2025377

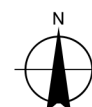
ANPL2025371



Legend

- Subject Lands
- Lands Owned

12/9/2025



8 4 0 8 16 24 32 Meters