

## CONSENT AGREEMENT

This Agreement made between:

Thomas Louis Triebner and Noella Maxine Triebner

hereinafter called the "Owner"  
Of the First Part

The Corporation of the Municipality of South Huron

hereinafter called the "Municipality"  
Of The Second Part

Whereas the lands affected by this Agreement are the lands described in paragraph 1.1 herein annexed; and

Whereas the Owner obtained, from the County of Huron (File No. C25-2023) approval of a consent to sever the subject lands (the "Severance Approval"), the conditions to which require the Owner to enter into this agreement and to register such agreement on title to the subject lands (or just the severed lands in some cases)

Now therefore this agreement witnesseth that in consideration of the premises and for other good and valuable consideration (the receipt whereof is hereby acknowledged), the parties hereto covenant and agree with one another as follows:

### 1. Scope of Agreement

- 1.1 **Description of Lands** - See Schedule "A" paragraph 1 (hereinafter referenced as "the subject lands").
- 1.2 **Conformity with Agreement** - The Owner covenants and agrees that no development of or work shall be performed on the subject lands except in compliance with:
  - a) the provisions of this Agreement;
  - b) all applicable Municipal By-laws and all Provincial Legislation.
- 1.3 **Schedules Attached** - The following schedules are attached to this Agreement:
  - Schedule "A" - Legal Description of the Subject Lands
  - Schedule "B" - Cash Deposits and Payments
  - Schedule "C" – Right of Way Terms and Conditions
  - Schedule "D" – Consent Decision File No. C25-2023
  - Schedule "E" - Legal Description of Right of Way
- 1.4 **Definitions**
  - a) "Retained Lands" shall mean those lands identified as the retained lands in the Consent Decision (File No. C25-2023).
  - b) "Severed Lands" shall mean those lands identified as the severed lands in the Consent Decision (File No. C25-2023), save and except the lands to be conveyed to the Municipality pursuant to condition 4 of the Severance Approval (and as provided for in section 3.2 herein).

## 2. Conditions Prior to Execution of Agreement by the Municipality

- 2.1 Prior to the execution of this Agreement by the Municipality, the Owner shall:
- a) Taxes - have paid all municipal tax bills issued and outstanding on the subject lands,
  - b) Cash Deposits, Cash Payments & Security - have delivered to the Municipality all cash deposits, cash payments and security required by Schedule "B" attached,
  - c) Land Ownership - be the registered owner in fee simple of the lands described in section 1.1;
  - d) Postponements Mortgage/Charge - obtain and provide a postponement for any Mortgage/Charge registered on the subject lands to give priority to this agreement.

The Municipality may accept a solicitor's undertaking to obtain and register such postponements.

## 3. Special Provisions

- 3.1 The Owner acknowledges that the subject lands shall be assigned 911 addressing in accordance with the municipality's protocols.
- 3.2 The Owner acknowledges and agrees that it is obliged to convey a 20 metre-wide strip of land across the south side of the severed parcel to the Municipality. The Owner agrees to execute all such documentation to effect the foregoing conveyance upon the completion of registration of the deed conveying the severed lands to the Purchaser (as hereinafter defined) of the Severed Lands pursuant to an Agreement of Purchase and Sale entered into on March 8, 2023 between the Owner and CVH (NO. 8) LP (the "Purchaser").
- 3.3 The Owner acknowledges that the development proposed upon the Severed Lands shall be subject to site plan control and the requirement to enter into a site plan agreement which, among other things, addresses lot grading, drainage, storm water management and the construction of an access road upon lands to be subject to the right of way identified in section 3.4 below.
- 3.4 The Municipality agrees that upon the registration of the conveyance described in section 3.2 and the execution of a site plan agreement concerning the severed lands it will grant a right of way to Purchaser, over the lands described in Schedule "E" for the purposes of access to Snider Crescent from the Severed Lands. The terms and conditions of such right of way are generally set out in Schedule "C" hereto.
- 3.5 Section 65 of the *Drainage Act* shall be addressed by the Purchaser to the satisfaction of the Municipality of South Huron.

## 4. Registration Of Agreement and Other Documents

- 4.1 The parties hereto consent to the registration of this Agreement by the Municipality upon the title of the subject lands, which registration shall be included as a legal expense to the Owner. The Owner further agrees that he will execute such further and other documents, consents, or

applications as may be reasonably required by the solicitor for the Municipality for the purpose of any registration against the subject lands, or for the purpose of giving effect to the provisions required under this Consent Agreement.

- 4.2 Upon the registration of an agreement authorized under section 41 of the *Planning Act* concerning proposed development of a long term care home upon the subject lands, this Agreement may be deleted from title thereto by the then Owner at its sole cost and expense.

## **5. Expenses To Be Paid By Owner**

- 5.1 Every provision of this Agreement by which the Owner is obligated in any way shall be deemed to include the words "at the expense of the Owner unless the context otherwise requires.
- 5.2 The Owner shall pay such reasonable fees as may be invoiced to the Municipality by its Solicitor, Landscape Architect or Engineer (as applicable) in connection with all work to be performed as a result of the provisions of this Agreement.
- 5.3 All expenses for which demand for payment has been made by the Municipality shall bear interest at the rate of 12% per annum commencing 30 days after demand.
- 5.4 In the event that the Municipality, acting reasonably, finds it is necessary to engage the services of an engineer or technical personnel not permanently employed by the Municipality, to review the plans of the Owner, and/or carry out on-site inspections of the work performed, the Municipality will advise the Owner accordingly of this need, and the costs of such outside engineers so engaged shall be the responsibility of the Owner. The Municipality may require a deposit for this purpose.

## **6. Cash Deposits and Security - Schedule "B"**

- 6.1 The Owner shall lodge with the Municipality, those cash deposits and security more particularly described in Schedule "B", and at the dates specified therein.
- 6.2 In the event that the expenses of the Municipality exceed the amount of the cash deposits, and security set out in Schedule "B" attached, the Owner shall pay such excess charges within 30 days after demand by the Municipality, or if less, such excess deposit or security shall be refunded upon the acceptance of the Municipal Services and the satisfaction by the Owner of all other obligations under this Agreement.

## **7. Restrictive Covenants**

- 7.1 The Owner agrees that the covenants, agreements and obligations agreed to in this Agreement are and shall be of the same force and effect to all intents and purposes as a covenant, the burden of which shall run with the subject lands and each and every part of this Agreement shall extend to, and be binding upon and enure to the benefit of each and all of the heirs, executors, administrators, successors-in-title, and assigns of the parties hereto respectively.
- 7.2 The covenants, agreements and obligations agreed to in this Agreement are declared to be appurtenant to and for the benefit of the lands of the Municipality abutting the subject lands.

## **8. Indemnification From Liability And Release**

8.1 The Owner covenants and agrees with the Municipality, on behalf of itself, its successors and assigns, to indemnify and save harmless the Municipality from any and all actions, suits, claims and demands whatsoever which may arise either directly or indirectly by reason of any work performed by the Owner or on his behalf in connection with the carrying out of the provisions of this Agreement.

## **9. Estoppel Of Owner**

9.1 The Owner agrees to not call into question directly or indirectly in any proceeding whatsoever, in law or in equity, or before any administrative tribunal, the right of the Municipality to enter into this Agreement and to enforce each and every term, covenant and condition herein contained and this Agreement may be pleaded as an estoppel against the Owner in any such proceedings.

## **10. Interpretation**

10.1 It is hereby agreed that in construing these presents the word "Owner" and the personal pronoun "he" or "his" relating thereto and used therewith, shall be read and construed as "Owner" and "his", "hers", "its" or "their" respectively as the number and gender of the party or parties referred to in each case requires and the number of the verb agreeing therewith shall be so construed as agreeing with the said word or pronoun so substituted.

***Remainder of Page Intentionally Blank***

**This agreement** shall enure to the benefit of and be binding upon each of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

In witness whereof the parties hereto have executed this Agreement on the following dates:

By the Owner on the \_\_\_\_\_ day of August, 2023.

\_\_\_\_\_  
Thomas Triebner

\_\_\_\_\_  
Noella Triebner

By The Corporation of the Municipality of South Huron on the \_\_\_\_\_ day of August, 2023.

The Corporation of the  
Municipality of South Huron  
Per: \_\_\_\_\_  
Name: George Finch  
Title: Mayor

Per: \_\_\_\_\_  
Name: Rebekah Msuya-Collison, Clerk  
Title: Clerk

We have the authority to bind the corporation.

## **SCHEDULE "A"**

This Is Schedule "A" to the Consent Agreement between the Corporation of the Municipality of South Huron and Thomas Louis Triebner and Noella Maxine Triebner

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### **Legal Description of the Subject Lands**

PT LT 21 CON 2 STEPHEN; PT LT 301 PL 376 EXETER BEING PARTS 4, 5, 6, 7, and 8, 22R-5795;

S/T EASEMENT OVER PART 5, 6, 7, 9, 10 & 11 AS IN R271872; STEPHEN/EXETER; MUNICIPALITY OF SOUTH HURON

Being part of the Lands described in PIN 41235-0175 (LT).

## SCHEDULE "B"

This is Schedule "B" to the Consent Agreement between the Corporation of the Municipality of South Huron and Thomas Louis Triebner and Noella Maxine Triebner

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### Cash Deposits and Cash Payments

The Owner shall, on the dates specified herein, lodge with the Municipality the following described cash deposits:

**1. Cash Deposits/Security - For The Municipality**

The following cash deposits are estimates only and are to be paid to the Municipality prior to the execution of this Agreement by the Municipality, except where otherwise noted. In the event that the actual costs incurred by the Municipality exceed the deposits, such excess shall be invoiced to the Owner and be due and payable 30 days after demand:

**A. Cash Deposits**

for the municipality's legal, planning and engineering expenses	\$2,500.00
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**2. Cash Payments**

**n/a**

## SCHEDULE "C"

This is Schedule "C" to the Consent Agreement between the Corporation of the Municipality of South Huron and Thomas Louis Triebner and Noella Maxine Triebner

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### Right of Way – Terms and Conditions

1. Grant of Easement

The Transferor does hereby grant and transfer unto the Transferee, its successors and assigns, the exclusive right and easement in, under and through the Tract, (which is particularly described as Block 42, Registered Plan 612 and Parts x and xx, 22RDraft) for pedestrian and vehicular access to lands described as *Insert Dominant Lands Description (i.e. Severed Parcel)*.

2. Rights of Ingress and Egress

Such right of access from, in and over the Tract includes and shall extend to the Transferee, its servants, agents, contractors, sub-contractors with or without vehicles, machinery and equipment for all purpose, useful and convenient in connection with or incidental to the exercise and enjoyment of the right and easement herein granted and transferred as and from the date hereof and continuing in perpetuity.

3. Terms & Conditions

The aforesaid right and easement is hereby granted and transferred on the following terms:

(a) Rights and Obligations of Transferor

- (i) The Transferor may use and enjoy the Tract including without limitation provided that it does not interfere with, damage or remove the Transferee=s access;
- (ii) The Transferor may construct such works as the Transferor may be obligated to construct pursuant to any Agreement or Undertaking given to the Transferee.

(b) Transferee's Rights Not To Be Interrupted

The Transferee performing and observing the covenants and conditions on its part to be observed and performed, shall and may peaceably hold and enjoy the right and easement herein granted and transferred without hindrance, molestation or interruption on the part of the Transferor or of any person claiming by, through, under or in trust for the Transferor.

(c) Expiry of Easement: Automatic Upon Assumption of the Tract as Public Highway

The Transferee acknowledges and agrees that the Tract may be assumed as a public highway (or extension thereof) in the future. The Transferee expressly agrees that upon the enactment and registration of a by-law establishing the Tract as a public highway, this Easement shall expire.

The Transferee acknowledges and agrees that upon registration of the



enacted by-law, the Transferor may make application to remove this easement from title to the Tract and that the registered by-law shall be conclusive evidence of the authority to delete the expired easement upon the application of the Transferor.

(d) Notices

All Notices to be given hereunder may be given by registered letter addressed to:

Transferor at:

Transferee at:

or such other address as the Transferor and the Transferee may respectively from time to time designate in writing, and any such Notice shall be deemed to have been given to and received by the addressee three (3) days after the mailing thereof, postage prepaid and registered.

4. Covenants Running With The Land

The right and easement herein granted and transferred, and the burden herein set forth, shall be of the same force and effect to all intents and purposes as a covenant running with the Tract.

5. Successors and Assigns

This Indenture, including all the covenants and conditions herein contained, shall extend to, be binding upon and enure to the benefit of each and all of the heirs, executors, administrators, successors-in-title, and assigns of the parties hereto respectively and wherever the singular or masculine is used in this Indenture, it shall be construed as if the plural or the feminine or the neuter, as the case may be, had been used, where the context or the Party or Parties hereto so require, and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.

**SCHEDULE "D"**

This is Schedule "D" to the Consent Agreement between the Corporation of the Municipality of South Huron and Thomas Louis Triebner and Noella Maxine Triebner

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**Legal Description of Right of Way**

Firstly: Part of Lot 301, Registered Plan 376, (formerly Town of Exeter) now in the Municipality of South Huron more particularly described as Parts 1 and 2, 22R-\_\_\_\_\_being part of the lands described in PIN 41235-0175(LT) and

Secondly: Block 42, Registered Plan 612, (formerly Town of Exeter) now in the Municipality of South Huron being the lands described in PIN 41235-0175(LT)

## SCHEDULE "E"

This is Schedule "E" to the Consent Agreement between the Corporation of the Municipality of South Huron and Thomas Louis Triebner and Noella Maxine Triebner

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### Planning Act – Provisional Consent

Date: June 7, 2023

File No.: **C25-2023**

Owner: Thomas and Noella Triebner

Applicant: Zelinka Priamo Ltd.  
(Matt Litwinchuk)

Description:

#### Effect of Public and Agency Comments on Decision

Moved by: Councillor G. Finch

Seconded by: Councillor P. Heffer

THAT: Application C25-2023 by Zelinka Priamo Ltd. for Thomas and Noella Triebner requesting severance of a parcel of land for future residential development, described as Part Lot 21, Concession 2, Stephen Ward; North Part Lot 301, Plan 376; Parts 2-11, 22R-5795, Exeter Ward; Municipality of South Huron; **BE GIVEN** Provisional Consent subject to fulfillment of the conditions outlined below.

CARRIED

Moved by: Councillor D. Harding

Seconded by: Councillor T. Bazinet

THAT: Public comments were raised on a number of issues, including traffic, privacy, drainage, lighting, and building size. The comments were thoroughly considered but the effect did not influence the decision of Council to approve the application. Agency comments were received in support of the application, the effect of which resulted in a decision to approve the application.

CARRIED

Conditions:

#### Expiry Period

1. Conditions imposed must be met within two years of the date of notice of decision, as required by Section 53(41) of the Planning Act, RSO 1990, as amended. If conditions are not fulfilled as prescribed within two years, the application shall be deemed to be refused. Provided the conditions are fulfilled within two years, the application is valid for three years from the date of notice of decision.

#### Municipal Requirements

2. All municipal requirements, financial or otherwise, be met to the satisfaction of the Municipality (for example: servicing connections, cash-in-lieu of parkland dedication, property maintenance, compliance with zoning by-law provisions for structures).
3. 911 addressing for the subject lands be dealt with to the satisfaction of the Municipality.

4. A 20 metres wide strip of land across the south side of the severed parcel be dedicated to the Municipality.
5. The purchaser of the severed parcel enter into an agreement with the Municipality for a Right-of-Way/access to reach Snider Crescent from the severed parcel.
6. The purchaser of the severed parcel enter into a development agreement registered on title with the Municipality addressing the development of the severed parcel (for example: lot grading and drainage, storm water management, provision of services, access construction standard).

#### **Survey/Reference Plan**

7. Provide to the satisfaction of the County and the Municipality:
  - a) a survey showing the lot lines of the severed parcel and the location of any buildings thereon, and
  - b) a reference plan based on an approved survey.

#### **Zoning**

8. Where a violation of any municipal zoning by-law is evident, the appropriate minor variance or rezoning be obtained to the satisfaction of the Municipality.

#### **Storm Water and Drainage**

9. Section 65 of the Drainage Act be addressed to the satisfaction of the Municipality.

#### **Please Note:**

It is necessary to follow up with the Municipality and other agencies listed for the completion of conditions. It is important you review your severance file with your solicitor to ensure proper completion of the legal documentation to finalize the severance.

It is the responsibility of the owner/applicant/agent to complete the above conditions within 2 years of the decision.

A letter is required from each agency confirming the condition has been met to its satisfaction. If you require any assistance or further information, please do not hesitate to contact Rachel Lynn at: [rlynn@huroncounty.ca](mailto:rlynn@huroncounty.ca) or 519-524-8394 ext 3251.

Certified to be a true copy of the decision of the County Council Day 1.

Dated the 7<sup>th</sup> day of June 2023.

  
 \_\_\_\_\_  
 Rachel Lynn  
 County of Huron Consent Granting Authority