

## MERGER AGREEMENT - SAMPLE ONLY

*TO BE VARIED ACCORDING TO CIRCUMSTANCES. THE COUNTY OF PETERBOROUGH AND THE LAND DIVISION COMMITTEE DO NOT ASSUME OR ACCEPT ANY RESPONSIBILITY FOR THE CONTENT OR WORDING OF THIS DOCUMENT. IT IS ADVISED THAT YOU TAKE THIS SAMPLE TO YOUR SOLICITOR TO EXECUTE THE AGREEMENT DOCUMENT.*

THIS AGREEMENT made in duplicate this                    day of                    200\_  
B E T W E E N:

XYZ

Hereinafter called the Applicant

OF THE FIRST PART

And

ABC

Hereinafter called the Purchaser

OF THE SECOND PART

And

THE CORPORATION OF THE TOWNSHIP OF

Hereinafter called the Corporation

OF THE THIRD PART

WHEREAS the owners have applied to the Peterborough County Land Division Office for a Consent to Sever part of Lot(s)\_\_\_\_\_, Concession in the Geographic Ward of \_\_\_\_\_ in the County of Peterborough, being described on Schedule "A" attached hereto.

AND WHEREAS the Consent File No. is B-\_\_\_\_\_.

AND WHEREAS the said Peterborough County Land Division Committee or the Director of Planning has imposed a condition of the granting of a consent to convey the lands in the said application that the two parcels of land described in Schedules "A" and "B" shall merge in title and become one parcel for the purposes of the Planning Act and that the Applicant and the Purchaser enter into an agreement with the Corporation agreeing to abide by the said condition imposed by the Committee or Planning Director and that such agreement shall be registered on title prior to the ranting of the Certificate of Consent.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the covenants, provisos and conditions herein contained and pursuant to the condition imposed by the Committee or the Director of Planning, the Applicant and the Purchaser covenant and agree with the Corporation both personally and on behalf of their respective heirs, executors, administrators, successors and assigns as follows:

1. That the lands described in Schedules "A" and "B" hereto shall merge together in one title and shall be dealt with as one parcel of land in accordance with the Planning Act of Ontario and in accordance with the land use by-law in force in the Municipality from time to time.
2. Than no conveyance, transfer, mortgage, charge, partition, devise or other disposition of any kind whatsoever shall be executed, delivered or registered which purports to deal

with only one of said parcels of land described in Schedules "A" and "B" or any parts thereof, save and except for the initial conveyance containing consent to sever from *(name of applicant)* to *(name of purchaser)*.

3. That the lands described in Schedules "A" and "B" shall be conveyed, encumbered, dealt with and disposed of together and deemed for the purposes of the Planning Act to be one lot or parcel of land.
4. That the terms of this agreement may be enforced in a court of law by the Municipality against the Applicant and the Purchaser and their respective heirs, executors, administrators, successors and assigns.
5. The Applicant and the Purchaser covenant and agree to register the within agreement on title at the Land Registry Office at their sole expense prior to the registration or delivery of any other document and prior to the issuance of Certificate of Consent to Sever and in default thereof the Consent to Sever shall be deemed to have been refused.

IN WITNESS WHEREOF, the Applicant and the Purchaser have affixed their respective hands and seals and the Municipality has affixed its corporate seal under the hands of its Reeve and Clerk.

SIGNED SEALED AND DELIVERED  
In the presence of

) \_\_\_\_\_  
applicant

) \_\_\_\_\_  
Applicant

) \_\_\_\_\_  
Purchaser

) \_\_\_\_\_  
Purchaser

THE CORPORATION OF THE

) \_\_\_\_\_  
Reeve

) \_\_\_\_\_  
Clerk

c/s