

**Superior Court of Justice, Family Court**

(Name of Court)

Court File Number

**FC-24-124****at 29 Second St. W., Cornwall, Ontario K6J 1G3**

(Court office address)

**EXPIRED****Offer to Settle****dated July 14, 2024****Applicant(s)***Full legal name & address for service — street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).*

**Natashia Lynn Michinski**  
**15490 Ashburn Road**  
**Berwick, ON**  
**K0C 1G0**  
**Tel: (613) 316-0412**  
**nmichinski@gmail.com**

*Lawyer's name & address — street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).*

**M. Anne Vespry**  
**Barrister and Solicitor**  
**Suite 642**  
**99 - 1568 Merivale Road**  
**Ottawa, Ontario K2G 5Y7**  
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**Respondent(s)***Full legal name & address for service — street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).*

**Justin Skyler Zanth**  
**15490 Ashburn Road**  
**Berwick, ON**  
**K0C 1G0**  
**Tel: 6138980992**  
**skylerzanth@gmail.com**

*Lawyer's name & address — street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).***The Applicant/Respondent offers to settle all outstanding issues in these proceedings on the following terms:**

- 1.1 On accepting this offer, Natashia and Skyler will each designate the family home as their principal residence from the year of purchase until the year the offer is accepted, and neither will designate another home as a principal residence during this time period. If either becomes liable for income tax resulting from the other's breach of this term, the breaching party will be liable for the other's tax.
- 1.2 Skyler will vacate the family home immediately once this offer is accepted.
- 1.3 Natashia will list the family home for sale with a realtor. She will accept the first reasonable offer to purchase the property.
- 1.4 Natashia will have exclusive possession of the family home until the sale closes, and will continue to pay utilities, mortgage, insurance, common expense charges, and maintenance.
- 1.5 The proceeds from the sale of the family home will be handled as follows:
  - (a) Natashia will direct the lawyer on the sale to pay these expenses from the family home

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sale proceeds:

- (i) real estate commission;
  - (ii) adjustments for taxes, utilities, municipal fees or levies;
  - (iii) amounts required to discharge registered encumbrances;
  - (iv) legal fees and disbursements relating to the sale; and
  - (v) all other sale adjustments.
- (b) From the net proceeds (ie. after paying the expenses in (a) above), before taking the remainder, Natasha will::
- (i) pay approximately \$14,363.71 to pay off Skyler's car loan; and
  - (ii) pay approximately \$10,000 to pay off the account owing for the windows.
- (c) After paying the amounts in (a) and (b) above, the remaining proceeds will be disbursed to Natasha.
- 1.6 Once accepted, this offer constitutes a full and final settlement of all issues between Natasha and Skyler and all rights and obligations arising out of their relationship. Natasha and Skyler release each other from all claims at common law, in equity or by statute against each other, including claims under the Family Law Act, and the Succession Law Reform Act.

*Put a line through any blank space on this page.*

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*Date of signature*

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*Signature*

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*Date of signature*

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*Lawyer's signature*