

THIS IS A SEPARATION AGREEMENT DATED

Between

Natashia Lynn Michinski

(Natashia)

AND

Justin Skyler Zanth

(Skyler)

1. Definitions

1.1 In this Agreement:

- (a) "cohabit" means to live with another person in a relationship resembling marriage;
- (b) "CRA" means Canada Revenue Agency;
- (c) "FRO" means the Family Responsibility Office described in the *Family Responsibility and Support Arrears Enforcement Act*, or any successor support enforcement agency; and
- (d) "family home" means the property at 15490 Ashburn Road in Berwick, Ontario.

1.2 Any reference to a statute means the legislation bearing that name at the time the Agreement is signed and includes its regulations and any amending or successor legislation. For example, "Family Law Act" means the *Family Law Act*, R.S.O. 1990, c. F.3, as amended, and includes R.R.O. 1990, Reg. 368, R.R.O. 1990, Reg. 367, O.Reg. 391/97 and O.Reg 190/15.

2. Background

- 2.1 Natasha and Skyler began cohabiting on 12/01/2016.
- 2.2 Natasha and Skyler separated in August 2023, and continue to live separate and apart, albeit in the same property, namely the family home. Upon the execution of this Agreement, Skyler will vacate the family home. The parties will continue living separate and apart.
- 2.3 Natasha was born on 03/21/1992 and is currently 32 years old. Skyler was born on 06/15/1988 and is currently 35 years old.
- 2.4 The parties' education/employment information is as follows:
- (a) Natasha is employed as radiation technologist by the Ottawa Hospital and earns an annual income of approximately \$95,000.
 - (b) Skyler is employed as a commissioned sales person by Harley Davidson and earns an annual income of approximately \$24,000.
- 2.5 Natasha and Skyler each intend this Agreement to be:
- (a) a final settlement of:
 - (i) their respective rights in or to the property (which includes all assets and debts) of the other and the property held by them jointly;
 - (ii) their respective rights in the estate of the other;
 - (iii) all issues otherwise arising out of their cohabitation.
- 2.6 The parties agree to be bound by this Agreement which settles all issues between them.
- 2.7 Natasha and Skyler intend to and have:
- (a) negotiated this Agreement in good faith and with the utmost integrity;

- (b) reached this Agreement freely and voluntarily, with independent legal advice, without any undue influence, coercion or duress;
- (c) considered how a court might decide any issues addressed herein, and have elected to make this Agreement irrespective of what a court might have decided;
- (d) recognized the importance of being able to rely on this Agreement and that this reliance outweighs the risk that the Agreement may operate unfairly at some future date; and
- (e) entered this Agreement relying on it to be enforced according to its terms;
- (f) resolved all issues between them privately, without court intervention, as intended.

2.8 No application claiming relief under the *Family Law Act*, has been commenced by either party in any court to resolve any of the parties' family law issues.

2.9 This Agreement replaces all oral or written agreements made between the parties with respect to the issues arising out of their relationship.

2.10 All background statements of fact form part of this Agreement. Each of the parties warrants that the background statements of fact are true and acknowledges that the other party is relying on them.

3. Freedom From The Other

3.1 Neither party will go on property where the other lives or works without the other's consent. Exception will be made for health emergencies and where Skyler would Not need to inform Natasha to receive health care.

4. Property

4.1 Skyler has possession of the white Chrysler 300. From the date of the house sale

Skyler will insure the vehicle.

4.2 Skyler has possession of a cell phone. From the date of the house sale, Natasha will cancel the account and Skyler will transfer the phone to his own plan.

4.3 Skyler currently has possession of the following items in the family home, and is expected to take them with him when he vacates:

- (a) King size mattress and frame
- (b) Tv, fire cube
- (c) Couch
- (d) His desk, computer, and office chair
- (e) Coffee table
- (f) Shag rug from living room
- (g) BBQ
- (h) Nespresso machine
- (i) Bow flex
- (j) Red set of pans
- (k) Dish set
- (l) Bedroom set (dresser and 2 end tables from master bedroom)
- (m) Towels from main floor bathroom(along with any that are currently missing From the first floor bathroom)

4.4 Any other material items that are currently on the property will be Natashias aside from A couple of items in the garage. In exchange Natasha would pay \$5500 to Skyler to compensate and replace the items.

4.5 In the event Skyler cannot remove his personal belongings in time for the agreed upon limit. Due to the financial situation that he was put in, His belongings will be stored in the garage For easy access and removal. Skyler will notify Natasha when he would be coming to Retrieve his belongings.

5. Family Home

5.3 The parties agree that the current mortgage on the family home is \$444,445.06, as of April 19, 2024. Natasha will provide provide proof of the mortgage balance.

- 5.4 On signing this Agreement, Natasha and Skyler will each designate the family home as their principal residence from the year of purchase until the year the Agreement is signed, 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.
- 5.5 Skyler will vacate the family home 7 days once this agreement is signed.
- 5.6 Natasha will list the family home for sale by April 30, 2024 with a realtor. If an offer is signed by this time Any offer Made on the property will be agreed upon both parties before accepting an offer. If A different realtor is used than previous, Skyler can get a second opinion on comps To ensure a fair sale price has been set.
- 5.7 Natasha will have possession of the family home until the sale closes, and will continue to pay utilities, mortgage, insurance, common expense charges, cable T.V., internet, and maintenance.
- 5.8 The proceeds from the sale of the family home will be handled as follows:
- (a) The parties will direct the lawyer on the sale to pay these expenses from the family home 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 distribution between the parties, the parties will:

- (i) All debts incurred during the relationship to be paid in full. Including any debts That Natasha has that Skyler is unaware of. Along with Skyler's debts, RBC Credit Line, RBC Chequing account, Scotia Bank Visa and ScotiaLine, Scotia Bank Savings account and car loan.
- (j) Compensation for Skyler's damaged credit due to previous agreement with Natasha. Where both parties would split the cost of the higher interest cost to repair his credit.
- (c) After paying the amounts in (a) and (b) above, the remaining proceeds will be evenly disbursed to Natasha and Skyler.
- (d) A copy of all receipts pertaining to the sale of the home will be provided to Skyler Along with any other paperwork that outlines the use of the funds from the sale Of the house.
- (e) Once the sale of the home has concluded, Natasha will transfer Skyler's proceeds to Him within 5 business days and will ensure he receives any and all paperwork Previously discussed before the transfer has commenced.

6. Releases

- 6.1 (a) This Agreement is a full and final settlement of all issues between Natasha and Skyler and all rights and obligations arising out of their relationship.
- (b) Except as otherwise provided in this Agreement, 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*.

7. General Terms

- 7.1 Natasha and Skyler each acknowledges and agrees that this Agreement is a separation agreement entered into under section 54 of the *Family Law Act*, and is a domestic contract that prevails over all matters dealt with in the *Family Law Act*.
- 7.2 There are no representations, collateral agreements, warranties or conditions affecting this Agreement. There are no implied agreements arising from this Agreement and this Agreement between the parties constitutes the complete agreement between them.

- 7.3 Except as otherwise provided in this Agreement, the invalidity or unenforceability of any term of this Agreement does not affect the validity or enforceability of any other term. Any invalid term will be treated as severed from the remaining terms.
- 7.4 The section headings contained in this Agreement are for convenience only and do not affect the meaning or interpretation of any term of this Agreement.
- 7.5 Unless the parties agree otherwise:
- (a) the laws of Ontario apply to this Agreement and its interpretation;
 - (b) the Ontario Superior Court of Justice, Family Court has exclusive jurisdiction over this Agreement.
- 7.6 This Agreement survives the death of Natasha and Skyler and enures to the benefit of and binds Natasha's and Skyler's heirs, executors, administrators, estate trustees, personal representatives and assigns.
- 7.7 Natasha and Skyler will each inform the executors, estate trustees, personal representatives named in each one's will that this Agreement exists, and where a copy is located.
- 7.8
- (a) Each party has investigated the other's financial circumstances and is satisfied with the disclosure and investigation.
 - (b) The parties acknowledge that their respective solicitors have drawn their attention to section 56(4)(a) of the *Family Law Act*, that provides as follows:

"56(4) A court may, on application, set aside a domestic contract or a provision in it,

(a) if a party failed to disclose to the other significant assets, or

significant debts or other liabilities, existing when the domestic contract was made."

7.9 The parties will pay their own costs for the negotiation, preparation, and execution of this Agreement.

7.10

(a) Natasha has had independent legal advice, from M. Anne Vespry as evidenced by the execution of the certificates attached to this Agreement.

(b) Natasha and Skyler:

(i) understand their respective rights and obligations under this Agreement and its nature and consequences;

(ii) acknowledge that this Agreement is fair and reasonable;

(iii) acknowledge that they are not under any undue influence or duress; and

(iv) acknowledge that both are signing this Agreement voluntarily.

7.11 The Agreement may be executed and delivered as follows:

(a) This Agreement may be signed in one or more counterparts, as may be convenient or required. All counterparts of this Agreement will collectively constitute one document.

(b) This Agreement or any counterparts may be signed by electronic means, and will bind any such party the same way as the party's handwritten signature would.

(c) Delivery of a signed Agreement or any signed counterparts by facsimile and/or electronic mail or other electronic means will be sufficient, and an

9 Home insurance

- (a) Skyler will be able to make a claim on the house insurance in regards to the items That were stolen before the sale of their home.

10 Claim of ownership

Two seperate ways to look at the situation

- (a) Resulting trust: Transferred half of the home into Natashias name but did not Compensate Skyler for the transfer and was not meant as a gift to Natasha.
- (b) At the time of signing Skyler was not in the right state of mind to sign the contract And was explained to him in as way where it was deceiving.

electronic copy will have the same effect as an original executed Agreement.

7.12 The effective date of this Agreement is the date on which the latter party signs it.

TO EVIDENCE THEIR AGREEMENT NATASHIA AND SKYLER HAVE SIGNED THIS AGREEMENT BEFORE A WITNESS.

DATE:

Witness

Natashia Lynn Michinski

DATE:

Witness

Justin Skyler Zanth

CERTIFICATE OF INDEPENDENT LEGAL ADVICE

I, M. Anne Vespry, of the City of [specify] in the Municipality of [specify], in the Province of Ontario, Barrister and Solicitor, certify that I was consulted by Natasha Lynn Michinski, one of the parties to the attached Separation Agreement with respect to her rights and obligations under this Agreement.

I acted only for Natasha Lynn Michinski and fully explained to her the nature and effect of the Agreement. Natasha Lynn Michinski acknowledged that she completely understood the nature and effect of the Agreement. Natasha Lynn Michinski executed the Agreement in front of me and confirmed that she was entering into the Agreement of her own volition without any fear, threats, compulsion or influence by Skyler Justin Zanth or any other person.

Dated at [city] this [date]:

M. Anne Vespry

CERTIFICATE OF INDEPENDENT LEGAL ADVICE

I, [full name], of the City of [specify] in the Municipality of [specify], in the Province of Ontario, Barrister and Solicitor, certify that I was consulted by Skyler Justin Zanth, one of the parties to the attached Separation Agreement with respect to his rights and obligations under this Agreement.

I acted only for Skyler Justin Zanth and fully explained to him the nature and effect of the Agreement. Skyler Justin Zanth acknowledged that he completely understood the nature and effect of the Agreement. Skyler Justin Zanth executed the Agreement in front of me and confirmed that he was entering into the Agreement of his own volition without any fear, threats, compulsion or influence by Natasha Lynn Michinski or any other person.

Dated at [city] this [date]:

[full name]

DATED:

Between:

Natashia Lynn Michinski

and

Skyler Justin Zanth

SEPARATION AGREEMENT

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