# THIS AGREEMENT made as of the 4th day of June 2018.

#### BETWEEN:

# THE CORPORATION OF THE MUNICIPALITY OF SOUTH HURON

### (hereinafter referred to as "South Huron")

### **OF THE FIRST PART**

#### - and –

# CHASEN BRIDGE and AMANDA BRIDGE

#### (hereinafter referred to as the "REGISTERED OWNERS")

# OF THE SECOND PART

WHEREAS CHASEN BRIDGE and AMANDA BRIDGE are the registered owners of the lands and premises located at 157 Main Street South, Exeter, legally described as Lot 539, Plan 376, Municipality of South Huron (formerly Town of Exeter), in the County of Huron, being the whole of P.I.N.#412410033 (the "Property");

AND WHEREAS when CHASEN BRIDGE and AMANDA BRIDGE purchased the Property on June 1, 2018 it contained two (2) separate dwelling units (ie. one apartment on the upper floor and one retail store on the main floor) according to Municipal records;

AND WHEREAS the Property now contains one (1) separate dwelling unit;

AND WHEREAS CHASEN BRIDGE and AMANDA BRIDGE have requested to have the water and sewer rates charged to the Property amended to reflect the change to one (1) separate dweiling unit;

**NOW THEREFORE WITNESSETH THAT** in consideration of the terms, covenants and provisions herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. **CHASEN BRIDGE and AMANDA BRIDGE** hereby agree that the Property shall not be used for more than one (1) dwelling unit without complying with the terms herein.
- 2. Upon conversion or use of the Property for more than one (1) dwelling unit, **CHASEN BRIDGE and AMANDA BRIDGE** shall provide written notice to South Huron forthwith. The said written notice shall confirm the number of dwelling units that will be used at the Property. South Huron shall have the right to inspect the Property to confirm the use of the Property and **CHASEN BRIDGE and AMANDA BRIDGE** consent to the said inspection.
- 3. If the Property is used for more than one (1) dwelling unit, South Huron shall have the right to adjust the water billings for the Property from the date the Property was converted back to more than one (1) dwelling unit.
- 4. CHASEN BRIDGE and AMANDA BRIDGE further agree that if they breach the terms of this Agreement, South Huron has the right to adjust the water billings for the Property from the date the Property was converted back to more than one (1) dwelling unit.

- 5. Nothing in this Agreement shall derogate from, limit or qualify CHASEN BRIDGE and AMANDA BRIDGE obligation to comply will all by-laws, ordinances, statutes, regulations or other laws that may apply to the Property.
- 6. **CHASEN BRIDGE and AMANDA BRIDGE** hereby agree that the terms, covenants and provisions herein are reasonable.
- CHASEN BRIDGE and AMANDA BRIDGE hereby acknowledge that they shall register this Agreement on title to the Property within ten (10) days of it being executed by all parties and shall provide South Huron with satisfactory evidence thereof.
- 8. The parties hereto will at all times do, execute, acknowledge and deliver such other acts, agreements and other documents as may be reasonably required or desirable to give effect to the terms of this Agreement.
- 9. This Agreement may be executed in any number of counterparts. Each executed counterpart shall be deemed to be an original. All executed counterparts taken together shall constitute one agreement. This document or a counterpart thereof may be executed and delivered by telecopier, facsimile or any other electronic transmission, including a scanned version in pdf format, and the telecopier, facsimile or any electronic transmission of a signature to another party or parties (or to their respective solicitors) shall be of the same force and effect as the delivery of an original signature.
- 10. This Agreement shall be binding upon the parties hereto and their heirs, administrators, estate trustees, successor and assigns and shall also be binding upon any successors in title to the Property.

IN WITNESS WHEREOF this Agreement has been executed by the parties.

SIGNED, SEALED AND DELIVERED in the presence of

The Corporation of the Municipality of South Huron

Maureen Cole, Mayor

Rebekah Msuya-Collison, Clerk

We have authority to bind the Corporation

Chasen Bridge