

This Agreement made in triplicate on the _____ day of _____, 2018.

Between:

The Corporation of the Municipality of South Huron
(hereinafter referred to as the "Municipality")

Of the first part

- and –

Hayter's Turkey Farm Ltd.
(hereinafter referred to as "Hayter's")

Of the second part

- and –

Tom Hayter
(hereinafter referred to as "Tom Hayter")

Of the third part

Whereas Hayter's is the owner of the lands and premises more particularly described as CON N BDY PT LOT 25 E PT LOT;26, Former Township of Stephen, Municipality of South Huron (the "Hayter's Lands");

And whereas Tom Hayter is the owner of the lands and premises more particularly described as (CON N BDY PT LOT 24 PLN 224; LOT 3 TO 6 LOT 10 TO 14 LOT;17 TO 26 LOT 34 TO 43 LOT 49; TO 60 ANN ST PT), Former Township of Stephen, Municipality of South Huron (the Tom Hayter's Lands");

And whereas Hayter's has made an application for a Building Permit having Permit No. 2018-095 (the "Permit");

And whereas the *Ontario Building Code, 2012*, section 3.2.3.1. has certain regulations pertaining to structural fire resistance requirements (the "Requirements");

And whereas, as per the Permit, Hayter's intends to erect a 1,769 m² building in close proximity to the east lot line, shared by the Hayter's Lands and Tom Hayter's Lands (the "Building");

And whereas, as a stipulation of the Permit and as per section 3.2.3.1.(11) of the *Ontario Building Code, 2012*, the Municipality has required Hayter's and Tom Hayter to enter into this Agreement;

Now therefore witnesseth that in consideration of the terms, covenants and provisions of this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The parties hereto covenant and agree that upon issuance of the Permit, Tom Hayter will not erect any building or structure on the Tom Hayter Lands that is located closer than 30 metres to an imaginary line from the eastern exposed building face of the Building and any future proposed building or structure on the Tom Hayter Lands.
2. Hayter's and Tom Hayter hereby agree to save harmless and keep indemnified the Municipality, and its successors and assigns, from and against all claims, demands, actions, suits, proceedings, losses, liabilities, costs, including reasonable legal costs, charges, damages and expenses which the Municipality, or its successors and assigns, may at any time or times hereafter bear, sustain, suffer, be put to or incurred directly or indirectly arising from the failure of Hayter's and/or Tom Hayter to comply with the terms, covenants and provisions of this Agreement.
3. The parties hereto covenant and agree that the provisions of this Agreement are intended to run with the Hayter's Lands and the Tom Hayter Lands, will be hereby transferable upon the sale of either the Hayter's Lands or the Tom Hayter Lands and except as may otherwise be specifically provided, shall bind and ensure to the benefit of the parties and their respective successors and assigns.
4. The parties hereby agree that this Agreement shall be registered on title to both the Hayter's Lands and the Tom Hayter Lands. The parties shall take such further actions and execute such further documents that may be required to effect such registration.
5. No waiver of any breach of any term or provision to this Agreement shall be effective or binding unless made in writing and signed by the other parties purporting to give the same and unless otherwise provided in writing, shall be limited to the specific breach waived.
6. This Agreement, including any schedules hereto, constitutes the entire agreement hereto. There are no, and shall not be any verbal statements, representations, warranties, undertakings or agreements between the parties and this Agreement may not be amended or modified in any respect except by written instrument signed by the parties hereto.
7. Hayter's hereby agrees to reimburse the Municipality for all legal fees and disbursements incurred by the Municipality for the preparation, negotiation and registration of this Agreement.

