

Ministry of Transportation
MTO West Operations
659 Exeter Road
London, ON N6E 1L3

RE: Letter of Undertaking and Indemnity for Unauthorized Works – 3131303 Highway 6, Mount Forest

Martin's Farm Service Inc. (the "Owner") is the registered owner of the lands municipally known as: 311303 Highway 6, Mount Forest, ON (the "Property").

The Owner hereby acknowledges and agrees that:

1. Pursuant to the statutory power granted by the *Public Transportation and Highway Improvement Act*, R.S.O. 1990, c. P.50, the Ontario Ministry of Transportation (the "MTO") requires that all structures (above or below grade) shall be setback a minimum of 14.0 metres from the property line of a provincial highway owned and maintained by the Province of Ontario (the "Setback Lands");
2. The Property is immediately adjacent to and abuts King's Highway 6, a provincial highway owned and maintained by, and under the jurisdiction and control of the Province of Ontario;
3. The Property is subject to all permit requirements identified by the Ministry of Transportation in accordance with the *Public Transportation and Highway Improvement Act*, R.S.O. 1990, c. P.50;
4. During previous permit reviews and approvals, MTO advised the Owner and consultant of MTO's 14.0 metre setback requirement, identifying that no works of any kind, shall be located within 14.0 metres of the Highway 6 property limits. Contrary to this information, and without approval or permits from MTO, the Owner ^{HAD ALREADY DONE} subsequently installed a stone retaining wall collectively, the "**Unauthorized Works**") on the Property, within the 14.0 metre Setback Lands;
5. In the event that the MTO requires relocation of the Unauthorized Works **for any reason**, the Owner undertakes, upon ninety (90) calendar days written notice from the MTO, to relocate the Unauthorized Works, to the satisfaction of MTO acting reasonably, beyond the 14.0 metre Setback Lands, **at the sole cost and expense of the Owner**;
6. In the event the Owner fails to relocate the Unauthorized Works within the 90 calendar days written notice period, the MTO, at its sole discretion, may relocate or remove the Unauthorized Works at the sole cost and expense of the Owner. The Owner shall have no claim, whatsoever, against MTO for any loss or damage resulting directly or indirectly from MTO relocating or removing the Unauthorized Works.

7. The Owner shall indemnify and save harmless the MTO and its agents from and against any and all claims, demands, actions, lawsuit, cause of actions, expenses (including legal, expert and consultant fees), losses, costs, damages and liabilities(including from accident or injury) in any manner arising due to, out of, from or in connection with the Unauthorized Works;
8. For the period of time that the Unauthorized Works remain within the Setback Lands, the Owner undertakes to disclose this Letter to any and all future owners, in the event of a sale, transfer or otherwise disposition of the Property;
9. Subject to clause12 below, this letter shall bind all successors and assigns of the Owner as well as all future owners of the Property.
10. Any future submissions to MTO for review, approval and permits shall fully identify the Unauthorized Works as such;
11. Future MTO authorizations will exclude the Unauthorized Works, and it is understood that future permits will not grandfather acceptance or approval of the Unauthorized Works by MTO;
12. In the event that the Unauthorized Works are relocated by the Owner outside of the Setback Lands, and provided all relocated works have been reviewed, authorized and placed under permit to the satisfaction of MTO, acting reasonably, this Letter shall be null and void and of no further force and effect;
13. Notwithstanding anything to the contrary herein, this letter shall not be construed, in any way whatsoever, as MTO's approval, authorization or permit for the Unauthorized Works; and
14. This letter may be attached to any future MTO permits for said property, and as Owner, I hereby agree that this letter may be deposited or registered against title of the subject lands.

MARTIN'S FARM SERVICE INC.

Per: _____

Name: _____

Title: President

I have authority to bind the Corporation

Date: Dec 11 2025

WITNESS

Name: _____

Title: _____

Date: Dec 11 2025