

THIS AGREEMENT MADE IN TRIPLICATE

THIS _____ DAY OF _____, 20____

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF HAMILTON
Hereinafter called the "Municipality"
OF THE FIRST PART

And

Hereinafter called the "Owner"
OF THE SECOND PART.

WITNESSETH THAT:

WHEREAS the lands affected by this agreement, which are described in Schedule "A" hereto, are hereinafter called the "said lands";

AND WHEREAS the Owner warrants that, he/she is the registered owner of the said lands;

AND WHEREAS the Owner has requested the Municipality to consider a review of the (name specific development project) on the said lands requiring extraordinary planning, legal and engineering expense, and the Municipality has agreed to such consideration on the terms and conditions hereinafter set forth;

AND WHEREAS in this Agreement, Owner includes an Individual, an Association, a Partnership or a Corporation and wherever the singular is used herein, it shall be construed as including the plural;

NOW THEREFORE in consideration of the mutual covenants, agreement and promises herein contained and other good and valuable consideration, the parties hereto agree as follows:

CASH ADVANCE REQUIRED

1. The Owner shall, at the time of execution of the within agreement deposit with the Municipality by way of cash or certified cheque in the amount of (identify specific deposit amount) to be reduced by the Municipality for the payment of the planning, legal and engineering costs which may be incurred by the Municipality in connection with the proposed review of the (name specific development project) on the said lands.

INTEREST IN SAID LANDS

2. The Owner hereby charges all its interest in the said lands with the obligations set out in this Agreement.

PAYMENT OF MUNICIPAL COSTS

3. Every provision of this Agreement by which the Owner is obligated in any way shall be deemed to include the works "at the expense of the Owner" unless the context otherwise requires. The Owner shall pay the Municipality for all planning, legal, and engineering costs which may be incurred by the Municipality in connection with the proposed review of the (name specific development project) of the said lands. The deposit required pursuant to the provisions of paragraph 1 will be reduced to pay any and all invoices received pertaining to the above-stated costs and in the event that the deposit is depleted, a further deposit will be required prior to any further planning, legal and/or engineering services being provided.

UNPAID CHARGES

4. The due dates of any sum of money payable herein shall be fourteen (14) days after the date of the invoice. Interest at the usual Municipal rate shall be payable by the Owner to the Municipality on all sums of money payable herein, which are not paid on the due dates, calculated from such due dates.

NOTIFICATION OF OWNER

5. If any notice is required to be given by the Municipality to the Owner in respect of this agreement such notice shall be mailed or delivered to

or such address as the Owner has notified the Municipality in writing, and any such notice mailed or delivered shall be deemed good and sufficient notice under the terms of this agreement.

ASSIGNMENT OF AGREEMENT

6. The Owner shall not assign this Agreement, or any of its obligations hereunder without the prior written consent of the Municipality.

SCHEDULES TO AGREEMENT

7. The following schedules which are identified by the signatures of the Parties hereto and which are attached hereto together with all provisions contained therein, are hereby made a part of this Agreement as fully and to all intents and purposes as though recited in full herein.

SCHEDULE "A" – legal description and key plan of said lands.

SUCCESSORS

8. This Agreement shall enure to the benefit of and be binding upon all the parties hereto and its, his or her respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, THE Parties hereto have hereunto affixed their respective seals and signed by the duly authorized signing authorities on their behalf.

THE CORPORATION OF THE
TOWNSHIP OF HAMILTON

Mayor

Clerk

