



BY-LAW NO. 2026-007

Schedule "B"

Predevelopment Agreement

This Predevelopment Agreement made in duplicate this day of , 20 .

BETWEEN _____

Hereinafter called the "Owner" of the first part

And

The Corporation of the Municipality of Mattawan, of the second part

WHEREAS Section 69 of the Planning Act authorizes the Municipality to establish by-laws a tariff of fees for the processing of applications of applications made in respect of Planning matters;

AND WHEREAS the Owner has applied to the Municipality for:

1. _____
2. _____
3. _____

AND WHEREAS the Municipality considers the said application to be of sufficient merit as to warrant further study and investigation;

AND WHEREAS the Owner and the Municipality have mutually agreed to the provisions on this agreement in order to assist the Municipality in its consideration of the Owner's application;

AND WHEREAS the Owner proposes to construct or develop

as defined in Schedule "B" attached hereto.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises, mutual covenants and provisions hereinafter contained, the parties covenant and agree as follows:

1. The Owner shall, at the time of execution of this Agreement, provide the Municipality with a list of the names of all Owners, Mortgagees and Encumbrances of the lands and advising of the nature of the Owner's interest therein. Such list shall be subject to the satisfaction and/of certification of the Municipality and associated costs for verification therein shall be paid by the Owner.
2. The Owner covenants and agrees with the Municipality:
 - a) To continue expeditiously with the applications referred to in the recitals of this Agreement and as described in Schedule "B", until such times as it formally advises the Municipality, in writing, that such application(s) is/are withdrawn.

- b) To provide the Municipality with any and all plans, information, sketches, surveys or reports as may be required by the Municipality in consideration of the Owner's application(s).
 - c) To apply to any and all other levels of government for all permits or approvals which may be required to permit the development of the lands in accordance with the Owner's application(s), and in general accordance with the planning and environmental principles of the East Nipissing Official Plan and the Municipality's Zoning By-law.
 - d) To pay all of its own expenses in the processing of its application(s) and with respect to the lands.
 - e) To pay on demand all expenses incurred by the Municipality in connection with the Owner's application(s). Without limiting the foregoing, such expenses shall include the costs of all such planning and environmental reports, peer reviews, engineering studies or tests and legal advice as the Municipality, in its sole discretion, may see fit to obtain in connection with the application and all costs incurred by the Municipality in the preparation, execution, registration and enforcement of this Agreement. This shall not be deemed to limit the Municipality in requesting a second Opinion (peer review) for any report or study submitted by the Owner, the cost of which shall be borne by the Owner.
 - f) The Owner shall forthwith deposit with the Municipality, the sum of \$. The sum, or any part thereof, may be used by the Municipality, in its sole discretion, in the payment of the obligations of the Owner as set out in the preceding clauses. The Owner agrees to pay to the Municipality, upon request, any additional sums of money which the Municipality may require for the same purposes. It is acknowledged by the Owner that failure to pay such additional sums shall relieve the Municipality of any obligations to continue its consideration of the Owner's application(s).
 - g) The Owner acknowledges that this agreement shall not in any way relieve it of responsibility for the payment of fees, levies, or other charges imposed by the Municipality or by other levels of Government. Further, the Owner shall enter into such other Agreements or meet such further as may be imposed by the Municipality as a prerequisite to the further processing of its application(s).
3. Prior to the registration of this Agreement, the Owner shall provide to the Municipality an irrevocable Letter of Credit drawn on a chartered Bank of Canada, or other acceptable financial security in the amount of \$. Where a Letter of Credit is required by the Municipality, such letter shall contain the following provisions, namely:
- a) That the Letter of Credit shall be security for all obligations of the Owner imposed by the terms of this Agreement, without any limitations whatsoever.
 - b) That drawing by the Municipality on the Letter of Credit shall be permitted upon presentation of a letter from the Municipality to the bank claiming default by the Owner under the terms of this Agreement.
 - c) That partial drawing shall be permitted
 - d) That the Letter of Credit be irrevocable by the Clerk Treasurer of the Municipality has not determined to the extent of the default or the amount required to rectify the default or compensate the Municipality or third parties as a result thereof, the Municipality may draw on the full amount of the Letter of Credit without any requirements to justify the amount of the draw subject to the Municipality returning the Owner the portion of the funds not required to rectify the default, and
 - e) That if the Letter of Credit is not automatically renewed at least thirty (30) days prior to its date of expiry by an irrevocable letter of renewal or replacement Letter of Credit in such form and on such terms acceptable to the Municipality's Solicitor, the Municipality may be permitted to draw upon up to 100% of the Letter of Credit on or before the date of expiry.
4. The Municipality hereby covenants and agrees to receive and consider a request by the Owner to provide an accounting of all monies paid under the provisions of Section 2 hereof. In the event of the withdrawal of the application(s) by the Owner, any surplus amount remaining after the payment of expenses of the Municipality shall be repaid to the 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.

6. The parties hereto mutually covenant and agree that neither this Agreement, nor any investigation, study nor consideration of the Owner's application(s) undertaken by the Municipality shall in any way obligate the Municipality to proceed to enact the requested amendments or approvals.

7. The Owner hereby consents to the registration of this Agreement by the Municipality at its sole discretion, against title to the lands to which the application(s) apply or applies and the cost of such registration shall be borne by the Owner.

8. This Agreement shall be binding upon the parties, their successors or assigns, but shall not be assignable by the Owner without expressed prior written approval of the Municipality.

9. This Agreement shall be construed in accordance with the laws of the Province of Ontario.

10. Should any provisions of this Agreement be found to be invalid by a Court of competent jurisdiction that provision shall be severable from the remainder of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF the municipal parties have hereunto affixed their respective municipal seals under the hands of the officers duly authorized in that behalf.

Owner(s)

Per: _____

Per: _____

The Corporation of the Municipality of Mattawan

Per: _____

Mayor

Per: _____

Clerk Treasurer