

**APPENDIX "C"**

6. The Owner agrees that if the requirements for public consultation and/or public meetings exceed the minimum number of meetings identified and/or additional information related to the Assessment is required, the Owner shall be obligated to cover all costs associated with the additional requirements. Any additional amounts paid by the Owner to satisfy the requirements of the Section shall be deemed to form part of the Security Amount.
7. The City shall repay the Security Amount, or such portion thereof that was spent to pay for the Assessment, to the Owner, only if all of the following conditions are satisfied:
 - a) municipal council of the City enacts a new Development Charges By-law in 2014, including a Development Charges Background Study which includes these SWM Works;
 - b) municipal council of the City adopts the 2015 GMIS which includes these SWM Works; and
 - c) municipal council of the City adopts an Environmental and Engineering Services SWM Unit Capital Budget which includes these SWM Works.
8. Repayment of the Security Amount shall be made to the Owner without interest or reimbursement for any other financial expenses incurred by the Owner.
9. This Agreement shall not be assigned by the Owner without the prior written consent of the City. The grant or refusal of such consent shall be at the sole discretion of the City. Any attempt to assign any of the rights, duties or obligations of this Agreement without such written consent is void.
10. This Agreement is for the benefit of and shall be binding upon the parties and their successors and authorized assigns.

IN WITNESS WHEREOF the City and the Owner have hereunto affixed their corporate seals attested to by the hands of their proper officers in that behalf duly authorized.

SIGNED, SEALED AND DELIVERED

THE CORPORATION OF THE CITY OF LONDON

Mayor

City Clerk

2219008 ONTARIO LIMITED

I Have the Authority to Bind the Corporation