



**Cost Acknowledgement Agreement
By-law 22-80 – Policy Governing the Sale of Township Property**

In consideration of the Township of Tiny receiving the request to purchase Township property, the Requestor represents that he/she has/have formally requested the purchase of Township owned land.

The Requestor recognizes that the Township will be retaining professional services to proceed with the request, including but not limited to the following: Certified Land Appraiser, Ontario Land Surveyor, Lawyer and, depending on the complexity of the request, the services of a Professional Engineer, Land Use Planner, Environmental Consultant, etc. all at the Requestor’s sole expense.

The Requestor, in consideration of the associated professional services, hereby agrees as follows:

1. In this Agreement, “expenses” means administrative fees, all professional services and/or consultant’s fees and disbursements.
2. The Township agrees to review the land purchase request and retain such professional services as are necessary to properly evaluate the request.
3. In the event staff are required to engage legal counsel to ensure Township ownership of the proposed property and upon clearance by legal, a non-refundable deposit in the amount of \$500 from the requester shall be submitted.
4. Once the land has been declared surplus and once any issues have been resolved and prior to further action, the Requestor shall submit a \$5,000.00 retainer for costs associated with the transaction as indicated above, payable to the Township of Tiny. A portion of the retainer in the amount of \$1,500.00 shall be considered a non-refundable deposit to cover administrative fees.
5. All retainers will be required to be topped up or replenished, in an amount determined by the Township, if the account becomes exhausted. No additional work will proceed until the retainer is replenished. Any surplus funds remaining on account once all transaction costs have been paid will be returned to the Requester, excluding the non-refundable \$1,500.00 administrative fee.
6. The Requestor agrees to be responsible for and agrees to reimburse the Township for all expenses the Township may have incurred in respect of the land purchase request.
7. The Owner may withdraw this request at any time, however, shall be responsible for all costs incurred as are result of the request to purchase.
8. This Agreement shall not be construed as acceptance or approval by the Township of the request.

IN WITNESSETH HEREOF the owner(s) hereto has/have executed this agreement this _____ day of _____, 20 .

Witness

Print Name:

Requestor

Requestor