

ACCESS AGREEMENT

BETWEEN:

_____, in his personal and professional capacity and as authorized agent for Lowndes Holdings Inc., with business address of _____ and email address of _____ (“Applicant”);

AND

_____, owner of the property legally described as Lot _____, Concession _____, with street address of _____, and mailing address of _____, and, where available, an email address of the _____ (“Owner”)

WHEREAS the Applicant is an authorized agent of Lowndes Holdings Inc. (“Lowndes”) who desires to establish a new quarry at Lots 2, 3 and Part of Lot 1, Concession 11, former Township of East Flamborough, City of Hamilton (the “Proposed Quarry”);

AND WHEREAS the Applicant desires to enter onto private property at _____ (the “Property”) held by the Owner;

AND WHEREAS the Applicant seeks to gain entry to the Property solely for the purpose of gathering information about existing conditions and potential effects to the environment, broadly understood, from the Proposed Quarry;

AND WHEREAS the Owner has no business or personal connection with the Applicant, Lowndes or the Proposed Quarry but is concerned about potential effects to the environment caused by the construction and operation of the Proposed Quarry;

AND WHEREAS the Owner is interested in ensuring that any information gathered by the Applicant at the Property is accurate and appropriately scientifically traceable and replicable, and also wishes to ensure that any analysis or evaluation of information prepared by the Applicant or Lowndes is consistent with the information gathered at the property;

NOW THEREFORE, for good and valuable consideration of \$1.00, the Owner hereby agrees to grant the Applicant access to the Property for the purpose of gathering information about the existing conditions and potential effects to the environment caused by the construction and operation of the Proposed Quarry subject to the following binding terms and conditions:

- (1) The Applicant will, at all times, keep the Owner apprised of its current email address;
- (2) The Applicant will give the Owner prior written notice of any proposed entry onto the Property by email at least 24 hours before such entry. Such notice shall set out the names of persons who will be entering onto the Property, their qualifications, and the reason for their attendance provided that there shall be no more than five persons entering onto the Property on behalf of the Applicant at any one time;
- (3) The Owner may object to such entry by email, up to 6 hours before such entry, and such objection shall be respected by the Applicant;
- (4) The Owner shall have the right to accompany the Applicant and its representatives on any site visit of the Property. The Owner shall also have the right to have experts and consultants present during any site visit being conducted by the Applicant;
- (5) Upon such entry, the Applicant and its representatives shall furnish identification to the Owner, including identification of professional experience and confirmation of purpose for conducting the site visit at the Property;
- (6) Within 1 week of each site visit to the Property, the Applicant shall furnish to the Owner a true copy of all such information gathered concerning the Property, including field notes, colour photographs, and other data and analysis;
- (7) In the event that, at any time, the Applicant seeks to take away any sample of physical matter or liquid from the Property, the Applicant shall provide prior written notice to the Owner in accordance with condition (2) above. The Applicant shall also provide the Owner with a sample of the same physical matter or liquid in an appropriate container at the same time as the Applicant's representatives are taking such a sample;
- (8) In the event that the Applicant, or any other person associated with Lowndes who has received information about or physical matter or liquid from the Property, prepares a report or provides comment or analysis that includes information about the Property, the Applicant and/or Lowndes shall ensure that any such document is provided to the Owner within one week of its preparation or receipt by the Applicant or any person associated with Lowndes;
- (9) The Applicant and/or Lowndes shall immediately notify the Owner in writing of any damage caused to the Property as a result of a site visit. The Applicant and Lowndes shall be jointly and severally responsible for such damage and shall indemnify the Owner for the full cost of repairing such damage and returning the Property to the condition it was in prior to the site visit. Further, the Applicant and Lowndes shall indemnify and hold the Owner harmless from any loss or damage caused as a result of a site visit;
- (10) The Applicant or Owner may cancel this Agreement at any time, upon one week's written notice to the other side and such cancellation shall only apply to future site visits only, and not in any way affect obligations arising from this Agreement due to previous site visits.

IN WITNESS WHEREOF the parties have executed this Agreement this ____ day of _____, 2004

SIGNED, SEALED AND DELIVERED)
in the presence of:)

_____))
Witness)

_____) (s)

_____))
Witness)

_____) (s)