

# Agreement Drain – Roach Drain

Date of Agreement	AGREEMENT made in duplicate this _____ day of _____ , 2023.
	BETWEEN:
Parties	<div><div>Roy Ernest Roach &amp; Joyce Lynn Roach</div><div>hereinafter called the “Party of the First Part”</div><div>and</div><div>The Corporation of the Municipality of Kincardine</div><div>hereinafter called the “Party of the Second Part”</div><div>and</div><div>Elmer Albrecht &amp; Sharon Linda Albrecht</div><div>hereinafter called the “Party of the Third Part”</div><div>and</div><div>Burnside Farms (2012) Ltd.</div><div>hereinafter called the “Party of the Fourth Part”</div><div>and</div><div>Karen Elizabeth Stam</div><div>hereinafter called the “Party of the Fifth Part”</div></div>
Reference to Drainage Act, RSO, 1990	<p>This agreement is made under the authority of Section 2 of <i>Drainage Act</i>, R.S.O. 1990, Chapter D.17.</p> <p>WHEREAS the Party of the First Part, Fourth Part and Fifth Part desired an outlet for a tile drainage system for Lot 61/62 Concession 2 NDR, Lot 61-65 Concession 1 NDR</p> <p>WHEREAS it was necessary to construct the outlet on the property of the Party of the Second Part and use the existing clay on the property of the Party of the Third Part, First Part and Fourth Part.</p> <p>AND WHEREAS all Parties herein do hereby agree that the work constructed will be repaired and will be maintained according to the following conditions:</p> <p>The properties affected by this Drainage Agreement are described as follows:</p>
Legal Description of Lands	<div><div>a) Roll Number: 410 821 00020 3900 – PIN – 33299 – 0082 (LT) - LT 61 - 62 CON 2 NDR KINCARDINE EXCEPT PT 1, 3R3547; KINCARDINE, being the property of the Party of the First Part</div><div>and</div><div>b) PIN 33299 – 0063 (LT) – RDAL BTN LT 60 AND 61 CON 1 AND 2 NDR KINCARDINE; KINCARDINE; being the property of the Party of the Second Part</div><div>and</div><div>c) Roll Number: 410 821 00020 3800 – PIN 33299 – 0081 (LT) - PT LT 58 - 60 CON 2 NDR KINCARDINE AS IN R317490; KINCARDINE, being the property of the Party of the Third Part</div><div>and</div><div>d) Roll Number: 410 821 00012 3300 - PT LT 61 - 62 CON 1 NDR KINCARDINE ; KINCARDINE, being the property of the Party of the Fourth Part</div><div>and</div><div>e) Roll Number: 410 821 00012 3400 - PT LT 63 - 65 CON 1 NDR KINCARDINE ; KINCARDINE, being the property of the Party of the Fifth Part</div></div>

**Description of  
Drainage Works**

The drain will consist of 66 feet of 10 inch (HDPE) High Density Polyethylene Pipe and two Catch basins.

This agreement will use the existing clay tiles on Lot 60 Concession 2 NDR, Lot 61 Concession 2 NDR, Lot 61 Concession 1 NDR and Lot 62 Concession 1 NDR, these consist of a 8 inch clay and a 6 inch clay.

The downstream end of the drainage works is an existing 8 inch clay tile located on Lot 60, Concession 2 NDR, the property of the Party of the Third Part. The Party of the Third Part acknowledges there may be connections to this tile and he will not add any more and leave it for the outlet of this drain.

From the outlet the existing tile is located in a northeast direction across Lot 60 Concession 2 NDR as an 8 inch clay tile to the west boundary of Sideroad 30S, a new CB will be installed at or near the west boundary of Sideroad 30S, the drain will then cross Sideroad 30S as a 10 inch HDPE for 66 feet and end at or near the east boundary of Sideroad 30S. A catch basin will be installed at or near the east boundary of Sideroad 30S. The existing tile is located in a southeast direction across Lot 61 Concession 2 NDR and Lot 61/62 Concession 1 NDR as a 6 inch clay tile, this tile serves as an outlet for Lots 61-65 Concession 1 NDR.

Currently the existing 6 inch tile, the outlet for Lots 61-65 Concession 1 NDR, is connected to the catch basin on the east side of Sideroad 30S. If the Party of the Fourth and/or Fifth Part wish to improve the drainage of their lands they will also be required to have a new Mutual Agreement Drain. The new MAD will need to include a new larger tile or twinning the existing tile, a new road crossing and catch basins and an agreement will need to be made with the Party of the Third Part for a new tile or a tile upgrade in that property.

Although the Party of the First Part acknowledges that the 6” clay is connected to and using the road crossing and the catch basins it is to be understood that the drain belongs to and is the sole responsibility of the Party of the First Part, therefore only maintenance of the 6 inch tile is permitted.

(A map of the specific location of the drain is available at the office of the Corporation of the Municipality of Kincardine)

**Construction**

Construction of the drain took place in July 2020.

**Maintenance**

Party of the First Part, Fourth Part and Fifth Part shall have access to the drain for maintenance.  
If any Party notices the drain needs maintenance they will inform the Party of the First Part, Fourth Part or Fifth Part and shall grant access for the repairs.  
Any fences that are damaged shall be repaired.  
Any future maintenance shall be paid as stated under Costs.  
Any work on the road must not be started without proper permits and approvals from the Municipality.

**Costs**

The entire cost of the construction of the drain, namely the road crossing and the catch basins, shall be paid in the following proportions:

100% Party of the First Part.

Estimated cost: \$4000

The cost to maintain the existing 8 inch tile in Lot 60, Concession 2 NDR shall be paid in the following proportions:

- 36% Party of the First Part
- 34% Party of the Fourth Part
- 30% Party of the Fifth Part

The cost to maintain the road crossing and catch basins shall be paid in the following proportions:

100% Party of the First Part

The cost to maintain the existing 6 inch tile in Lot 61 Concession 2 NDR and Lot 61/62 Concession 1 NDR shall be paid in the following proportions:

- 50% Party of the Fourth Part
- 50% Party of the Fifth Part

This agreement herein contained when executed by the Parties hereto, shall be registered in the proper Registry Office and any costs shall be borne equally by the Party of the First Part, Fourth Part and Fifth Part.

The provisions herein contained shall endure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors and assigns.

In Witness Whereof the Party hereto have hereunto set their hands or seals this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Roy Ernest Roach

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Joyce Lynn Roach

THE CORPORATION OF THE  
MUNICIPALITY OF KINCARDINE

Per: \_\_\_\_\_  
Kenneth Craig, Mayor

Per: \_\_\_\_\_  
Jillene Bellchamber-Glazier, CAO  
WE have authority to bind the Corporation

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Elmer Albrecht

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Sharon Linda Albrecht

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Burnside Farms (2012) Ltd.

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Karen Elizabeth Stam

