# Agreement Drain – Vanderveeken Drain

**Date of Agreement**

AGREEMENT made in duplicate this _____ day of_____ , 2023.

BETWEEN:

**Vanderveeken Farms Inc.**
hereinafter called the "Party of the First Part"

and

**The Corporation of the Municipality of Kincardine**
hereinafter called the "Party of the Second Part"

and

**Vanderveeken Farms Inc.**
hereinafter called the "Party of the Third Part"

**Reference to Drainage Act, RSO, 1990**

This agreement is made under the authority of Section 2 of *Drainage Act*, R.S.O. 1990, Chapter D.17.

WHEREAS the Party of the First Part desire an outlet for a tile drainage system for Lot 10, Concession 9.

WHEREAS it was necessary to construct the outlet on the property of the Party of the Second Part and Third Part.

AND WHEREAS all Parties herein do hereby agree that the work constructed will be repaired and will be maintained according to the following conditions:

The properties affected by this Drainage Agreement are described as follows:

**Legal Description of Lands**

a) PT LOT 10 CON 9 BRUCE AS IN R338304; MUNICIPALITY OF KINCARDINE, being all of PIN 33282-0021 (LT) & Roll Number: 410 826 00022 4500 — being the property of the Party of the First Part

and

b) RDAL BTN LT 10 AND LT 11 CON 7 BRUCE; RDAL BTN LT 10 AND LT 11 CON 8 BRUCE; RDAL BTN LT 10 AND LT 11 CON 9 BRUCE; RDAL BTN LT 10 AND LT 11 CON 10 BRUCE; KINCARDINE; being all of PIN 33282-0069 (LT) - being the property of the Party of the Second Part

and

c) LOT 11 CON 9 BRUCE EXCEPT PT 20, 3R802; MUNICIPALITY OF KINCARDINE, being all of PIN 33282-0020(LT) & Roll Number: 410 826 00022 4600 - being the property of the Party of the Third Part

**Description of Drainage Works**

The downstream end of the drainage works is a Natural Watercourse. The drain will consist of quarry stone riprap at outlet, 20 feet of HDPE outlet pipe with Rodent Grate, 820 feet of 10 inch (PDT) Plastic Drainage Tubing, 10 inch (HDPE) High Density Polyethylene Pipe 320 kPa and two catch basins.

From the outlet at or near the northwest corner of Lot 11, Concession 9 the Drain will be located in a southwest direction in Lot 11 Concession 9 and parallel to Sideroad 10 as a 8 inch PDT for 820 feet to or near the east boundary of Sideroad 10, a catch basin will be installed at this location, then in a northwest direction across Sideroad 10 as a 10 inch HDPE for 66 feet to or near the west boundary of Sideroad 10, a catch basin will be installed at this location.

A sketch indicating the location of the Drain is available at the office of the Corporation of the Municipality of Kincardine.

Direct connection of this Drain is allowed only to the Party of the First Part.

**Construction**

Construction of the drain will take place in 2023. The contractor is to locate the existing tiles along the route prior to any work being commenced and any damages will be repaired in a timely manner during construction. Any fences that are damaged during construction shall be repaired in a timely manner.

**Maintenance**

Party of the First Part shall have access to the drain for maintenance on Lot 11, Concession 9.
If the Party of the Third Part notices the drain requires maintenance, they shall inform the Party of the First Part and shall grant access for the repairs.
Any fences or tiles that are damaged during the maintenance shall be repaired by the Party of The First Part.
Any future maintenance shall be paid as stated under Costs.
Any work on the Municipal Right of Way, Second Part, must receive approval from the Municipality prior to proceeding. All locates, permits, permissions and approvals are the responsibility of the landowners.

**Costs**

The cost of the construction of the Main Drain shall be paid in the following proportions:

Main Drain
100% Party of the First Part.

Estimated cost:
Main Drain $16,500.00 (CDN)

The cost of the maintenance of the Main Drain shall be paid in the following proportions:

Main Drain.
100% Party of the First 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 by the Party of the First Part.

The parties hereto agree that no affidavit of subscribing witness to the execution of this Drainage Agreement is required, as contemplated by paragraph 2(1)(7) of the Drainage Act, for the purposes of registration of this Drainage Agreement in the proper registry office and, accordingly, the parties agree that the efficacy of this Agreement is not affected by the absence of such an affidavit.

The provisions herein contained shall enure 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.

Vanderveeken Farms Inc.
Per:
[redacted]
Name: Mari VanderVeeken
Title:
I have authority to bind the corporation.
Owner

The Corporation of the Municipality of Kincardine
Per:

_____
Kenneth Craig, Mayor

_____
Jillene Bellchamber-Glazier, CAO

We have authority to bind the corporation.

Vanderveeken Farms Inc.
Per: [redacted]
I have authority to bind the corporation.
Owner

# ACKNOWLEDGEMENT AND DIRECTION

**TO:** Tammy W. Grove-McClement / Monica Poremba

**AND TO:** The Ross Firm Professional Corporation

**RE:** Drainage Agreement- Vanderveeken Drain
PIN (s) 33282 – 0020 (LT), 33282 – 0021 (LT) & 33282-0069 (LT)
File No. 2021-21648

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This will confirm the following:

1. We have reviewed the information set out below and attached and the information is accurate.

2. You, your agent or employee are authorized and directed to sign, deliver, and/or register electronically on our behalf the document(s) described in this Acknowledgment and Direction as well as any other document(s) required to complete the transaction described above.

3. You are hereby authorized to insert any information that may be required in the electronic documents described in this Acknowledgment and Direction that may not be available to you at the time of execution of this Acknowledgment and Direction.

4. The effect of the electronic documents described in this Acknowledgment and Direction has been fully explained to us and we understand that we are parties to and are bound by the terms and provisions of these electronic documents to the same extent as if we had signed these documents.

5. We are, in fact, the parties named in the electronic documents described in this Acknowledgment and Direction and we have not misrepresented our identities to you.

6. We hereby authorize you to make any minor, non-material alterations that may be required by the Land Registry Office or any governmental agencies or governmental authorities to effect certification of the electronic documents described in this Acknowledgment and Direction by the Land Registry Office.

7. This Acknowledgment and Direction may be executed in counterpart and each such counterpart shall, for all purposes, constitute one document binding on all parties hereto, notwithstanding that all parties are not signatories to the same counterpart, provided that each party has signed at least one counterpart.

8. Execution of the Acknowledgment and Direction by facsimile transmission or by e-mail shall be binding upon each party hereto and upon the party so signing by facsimile or e-mail transmission.

**DESCRIPTION OF DOCUMENT**: Notice – Drain Agreement

Date: , 2023.

Vanderveeken Farms Inc.
Per: [redacted]
Title: Owner
I have authority to bind the corporation.

## *Properties*

| | |
|---|---|
| *PIN* | 33282 - 0020 LT |
| *Description* | LT 11 CON 9 BRUCE EXCEPT PT 20, 3R802; MUNICIPALITY OF KINCARDINE |
| *Address* | 1020 CONCESSION 8, R. R. #3<br>TIVERTON |
| *PIN* | 33282 - 0021 LT |
| *Description* | PT LT 10 CON 9 BRUCE AS IN R338304; MUNICIPALITY OF KINCARDINE |
| *Address* | R. R. #3<br>TIVERTON |

## *Consideration*

*Consideration* $1.00

## *Applicant(s)*

The notice is based on or affects a valid and existing estate, right, interest or equity in land

| | |
|---|---|
| *Name* | THE CORPORATION OF THE MUNICIPALITY OF KINCARDINE<br>Acting as a company |
| *Address for Service* | 1475 Concession 5<br>R.R.#5<br>Kincardine, ON N2Z 2X6 |

This document is not authorized under Power of Attorney by this party.

This document is being authorized by a municipal corporation Kenneth Craig, Mayor and Jillene Bellchamber-Glazier, CAO.

| *Party To(s)* | *Capacity* | *Share* |
|---|---|---|

| | |
|---|---|
| *Name* | VANDERVEEKEN FARMS INC.<br>Acting as a company |
| *Address for Service* | |

This document is not authorized under Power of Attorney by this party.

## *Statements*

This notice is pursuant to Section 71 of the Land Titles Act.

This notice is for an indeterminate period

Schedule:

## *File Number*

*Applicant Client File Number :* 2021-21648