

Agreement Drain – Kozak Drain

Date of Agreement

AGREEMENT made in duplicate this _____ day of _____, 202

BETWEEN:

Larry Philip Kozak & Edward Philip Kozak & Alan Lawrence Kozak
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

Kincardine Farmland Holdings Ltd.
hereinafter called the "Party of the Third Part"

and

Kincardine Farmland Holdings Ltd.
hereinafter called the "Party of the Fourth 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 17, Concession 6.

WHEREAS it was necessary to construct the outlet on the property of the Party of the Second Part, Third Part and Fourth 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) LT 17 CON 6 BRUCE EXCEPT PT 1, 3R4984 & PT 10, 3R1792; S/T EASEMENT IN GROSS OVER PTS 1 & 2 3R8577 AS IN BR10413; MUNICIPALITY OF KINCARDINE; being all of PIN 33289 – 0004 (LT) & Roll Number: 410 826 00020 7500 – being the property of the Party of the First Part

and

b) RDAL BTN CON 6 AND CON 7 BRUCE ABUTTING LT 6-20 CON 6 & 7; PT LT 6-20 CON 7 BRUCE AS IN R140609, PT 1 TO 6, 3R1791, BEING THE S 20 FT AS IN BU15178, BU15179, BU15185, BU15332, BU15180, PT 1 TO 5, 3R1792; PT LT 6-10, 16-20 CON 6 BRUCE PT 8 TO 15, 3R1791, PT 7 TO 11 3R1792 BEING UNDERWOOD; KINCARDINE; being all of PIN 33282 – 0002 (LT) & being the property of the Party of the Second Part

and

c) LOT 17 CONCESSION 7 BRUCE, SAVE AND EXCEPT PART 2 3R1792, SAVE AND EXCEPT PART 1 3R10334 AND SAVE AND EXCEPT PARTS 1, 2 AND 3 3R10659; SUBJECT TO AN EASEMENT AS IN R31085; MUNICIPALITY OF KINCARDINE; being all of PIN 33282-0110 (LT) being the property of the Party of the Third Part

and

LT 18 CON 7 BRUCE EXCEPT PT 3, 3R1792; S/T R31201; MUNICIPALITY OF KINCARDINE; being all of PIN 33282 – 0087 (LT) & Roll Number: 410 826 00021 4800 - being the property of the Party of the Fourth Part

**Description of
Drainage Works**

The outlet for this drain is currently a private channel, there is a Petition S(4) under the Drainage Act currently in process that will either improve this channel or fill this channel and install a tile drain and catch basins. The downstream end of the drainage works will be known as MD#21. The drain will consist of 20 feet of HDPE outlet pipe with Rodent Grate (if MD#21 is a channel it will remain as installed, if MD#21 is a tile then the HDPE will be connected to a basin), 2,200 feet of (PDT) Plastic Drainage Tubing, 66 feet of 12 inch (SWWSP) Smooth Wall Welded Steel Pipe and two catch basins.

From the outlet the Drain is located in a southwest direction across Lot 18 Concession 7 as a 12 inch HDPE for 20 feet complete with rodent grate and riprap protection at outlet, then in a south and southwest direction across Lot 18 Concession 7 and Lot 17 Concession 7 as a 12 inch PDT for 2200 feet to or near the north boundary of Concession Road 6, a catch basin will be installed at this location, then in a southwest direction across Concession Road 6 as a 12 inch SWWSP for 66 feet to or near the south boundary of Concession Road 6, this will be installed by the bore method, 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 to this drain will only be allowed 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.

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.

Maintenance

Party of the First Part shall have access to the drain for maintenance across all properties.

Any one of the following parties -- Party of the Second Part, Party of the Third Part, and Party of the Fourth Part shall inform the Party of the First Part if maintenance is required 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 Drain shall be paid in the following proportions:

100% Party of the First Part

Estimated cost:
\$34,000.00 (CDN)

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

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.

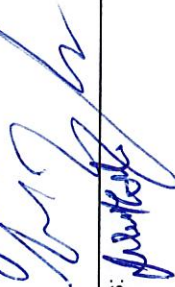
The provisions herein contained shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors and assigns.

REMINDER OF THE PAGE LEFT INTENTIONALLY BLANK

In Witness Whereof the parties hereto have hereunto set their hands this ____ day of _____, 2021.


Witness: _____
Larry Philip Kozak


Witness: _____
Edward Philip Kozak


Witness: _____
Alan Lawrence Kozak

n/a


Witness: _____ Kincardine Farmland Holdings Ltd.
Per:  _____
Name: Richard D'Archivio
Title: Director

Per: _____
Name: Andrea Gruza
Title: Director

I have the authority to bind the Corporation.

I have authority to bind the Corporation.

The Corporation of the Municipality of Kincardine
Per: _____


Kenneth Craig, Mayor

Municipality of Kincardine, Clerk

We have authority to bind the corporation.

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