

Agreement Drain – MacGillivray Drain

Date of Agreement

AGREEMENT made in duplicate this _____ day of _____, 2020.

BETWEEN:

Rodney Wayne McGillivray & Sandra Lynne Keith MacGillivray

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

Terrance Sanderson Tuck & Janet Elaine Tuck

hereinafter called the "Party of the Third Part"

and

Dean Richard Ribey & Candace Eleanor Swindell-Ribey

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 desired an outlet for a tile drainage system for Lot 16, Concession 11.

WHEREAS it was necessary to construct the outlet on the property of the Party of the Second Part and Third Part and to use the existing PDT on the property of the Party of the 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) Roll Number: 410 826 00030 8000 - LT 16 CON 11 BRUCE EXCEPT PT 1, 3R4493 & PT 1, 3R7441; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 1, 2, 3 & 4 3R9054 AS IN BR40855; MUNICIPALITY OF KINCARDINE; being all of PIN 33278-0061(LT), being the property of the Party of the First Part

and

b) BTN LT 15 AND 16 CON 11 BRUCE; RDAL BTN LT 15 AND 16 CON 12 BRUCE; KINCARDINE; being part of PIN 33278-0070(LT), being the property of the Party of the Second Part

and

c) Roll Number: 410 826 00030 7900 – LT 15 CON 11 BRUCE; S ½ LT 14 CON 11 BRUCE; SUBJECT TO AN EASEMENT IN GROSS OVER PT LT 15 CON 11 BRUCE PT 1 3R8987 AS IN BR37807; MUNICIPALITY OF KINCARDINE; being all of PIN 33278-0063(LT), being the property of the Party of the Third Part

and

d) Roll Number: 410 826 00030 7800 – N ½ LT 14 CON 11 BRUCE; LT 14 CON 12 BRUCE EXCEPT PT 2 3R6138; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 3 & 4 3R8571 AS IN BR11216; SUBJECT TO AN EASEMENT IN GROSS OVER PT LT 14 CON 11 BRUCE PT 2 3R9053 AS IN BR40853; MUNICIPALITY OF KINCARDINE; being all of PIN 33278-0038(LT), being the property of the Party of the Fourth Part

Description of Drainage Works

The downstream end of the drainage works is an existing 8 inch plastic drainage tubing located on North ½ of Lot 14, Concession 11. The drain will consist of

approximately 1720 feet of drainage tile consisting of 1654 feet of 6 inch (PDT) Plastic Drainage Tile, 66 feet of 6 inch (HDPE) High Density Polyethylene Pipe, and one Catch basin.

From the outlet the existing drain is located in a southwest and southeast direction across Lot 14, Concession 11 to Lot line 14/15 Conc 11. A new catch basin will be installed on Lot line 14/15 Conc 11, the drain will then cross in a southeast direction across Lot 15, Concession 11 to the west boundary of Sideroad 15, the drain will then cross Sideroad 15 to the east boundary of Sideroad 15. (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 will take place in August, 2019. All fences that are damaged shall be repaired by the Party of the First Part.

Maintenance

Party of the First Part shall have access to the drain for maintenance. Party of the Second, Third and Fourth Part shall inform the Party of the First Part if the Drain requires Maintenance and shall grant access for the repairs. Any fences that are damaged shall be repaired by the Party of The First Part 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 and future maintenance shall be paid in the following proportions: 100% Party of the First Part.

Estimated cost: \$5,360.00

This agreement herein contained when executed by the Party hereto, shall be registered in the proper Registry Office and any costs shall be borne by the Party of the First 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 this _____ day of _____, 2020.

Witness:

Rodney Wayne MacGillivray

Witness:

Sandra Lynne Keith MacGillivray

THE CORPORATION OF THE
MUNICIPALITY OF KINCARDINE

Per: _____
Anne Eadie, Mayor

Per: _____
Sharon Chambers, CAO
WE have authority to bind the Corporation

Witness:

Terrance Sanderson Tuck

Witness:

Janet Elaine Tuck

Witness:

Dean Richard Ribey

Witness:

Candace Eleanor Swindell-Ribey