

# Agreement Drain – Roach Drain

**Date of Agreement**

AGREEMENT made in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

BETWEEN:

**Parties**

**Roy Ernest Roach & Joyce Lynn Roach**

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

**Elmer Albrecht & Sharon Linda Albrecht**

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 desired an outlet for a tile drainage system for Lot 61, Concession 2 NDR.

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.

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: 410 821 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

and

- 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

and

- 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

**Description of Drainage Works**

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

From the outlet the existing drain is located in a northeast direction across Lot 60 Concession 2 NDR 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 30 and end at or near the east boundary of Sideroad 30. A catch basin will be installed at or near the east boundary of Sideroad 30S. (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 July 2020

**Maintenance**

Party of the First Part shall have access to the drain for maintenance.  
Party of the Second and Party of the Third 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: \$4000

The cost to maintain the existing tile in Lot 60, Concession 2 NDR 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 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 \_\_\_\_\_, 2020.

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

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

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

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

THE CORPORATION OF THE  
MUNICIPALITY OF KINCARDINE

Per: \_\_\_\_\_  
Anne Eadie, Mayor

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

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

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

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

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

