

Agreement Drain – Bronkhorst Drain

Date of Agreement	AGREEMENT made in duplicate this _____ day of _____, 2020.
Parties	<p>BETWEEN:</p> <p>Johannes Jurie Bronkhorst & Elizabeth Renee Bronkhorst hereinafter called the “Party of the First Part”</p> <p>and</p> <p>The Corporation of the Municipality of Kincardine hereinafter called the “Party of the Second Part”</p> <p>and</p> <p>Bruce Campbell Crossley & Gail Marie Crossley hereinafter called the “Party of the Third Part”</p> <p>and</p> <p>Ashley Ellen Duncan hereinafter called the “Party of the Fourth Part”</p>
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 desired an outlet for a tile drainage system for Lot 30, Concession 5.</p> <p>WHEREAS it was necessary to construct the outlet on the property of the Party of the Second Part, Third 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	<p>a) Roll Number: 410 821 00021 4500 – PIN 33298-0046 (LT) - LT 30 CON 5 KINCARDINE EXCEPT PT 1 3R2968 & PT 6 3R2964; PT LT 30 CON 6 KINCARDINE AS IN R51082; MUNICIPALITY OF KINCARDINE, being the property of the Party of the First Part</p> <p>and</p> <p>b) PIN 33298-0059 (LT) – FIRSTLY RDAL BTN LT 30 AND LT 31 CON 4 KINCARDINE; RDAL BTN LT 30 AND LT 31 CON 5 KINCARDINE; RDAL BTN LT 30 AND LT 31 CON 6 KINCARDINE; RDAL BTN LT 30 AND LT 31 CON 8 KINCARDINE; RDAL BTN LT 60 AND LT 61 CON 3 NDR KINCARDINE; PT LT 30-31 CON 5 KINCARDINE PT 1 & 2 3R2968; SECONDLY PT LT 30 CON 6 KINCARDINE AS IN KN14213; KINCARDINE; being the property of the Party of the Second Part</p> <p>and</p> <p>c) Roll Number: 410 821 00021 4600 – PIN 33298-0045 (LT) – PT LOT 31 CON 5 KINCARDINE AS IN R386883; KINCARDINE, being the property of the Party of the Third Part</p> <p>and</p> <p>d) Roll Number: 410 821 00021 4700 – PIN 33298-0044 (LT) - E 1/2 LOT 31 CON 5 KINCARDINE EXCEPT PT 2 3R2958; KINCARDINE, being the property of the Party of the Fourth Part</p>

Description of Drainage Works	<p>The downstream end of the drainage works is Kincardine-Kinloss Municipal Drain A Branch OPEN. The drain will consist of quarry stone riprap at outlet, 20 feet of HDPE outlet pipe with Rodent Grate, 980 feet of 12 inch (PDT) Plastic Drainage Tubing, 66 feet of 12" (HDPE) High Density Polyethylene Pipe and two Catch basins.</p> <p>From the outlet the drain is located in a west direction across Lot 31 Concession 5, running parallel to and north of the north boundary of Concession Road 5, to the east boundary of Sideroad 30S, a new CB will be installed at or near the east boundary of Sideroad 30S, the drain will then cross Sideroad 30 and end at or near the west boundary of Sideroad 30. A catch basin will be installed at or near the west 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)</p>
Construction	<p>Construction of the drain will take place in August 2020. The contractor is to locate the existing tiles at the south end of Lot 31 Concession 5 prior to any work being commenced and any damages will be repaired in a timely manner.</p>
Maintenance	<p>Party of the First Part shall have access to the drain for maintenance. Party of the Second Part, Third Part 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 tiles 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.</p>
Costs	<p>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.</p> <p>Estimated cost: \$15000</p>

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 or seals this _____ day of _____, 2020.

_____ Witness:	_____ Johannes Jurie Bronkhorst
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_____ Witness:	_____ Elizabeth Renee Bronkhorst
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THE CORPORATION OF THE
MUNICIPALITY OF KINCARDINE

Per: _____
Anne Eadie, Mayor

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

_____ Witness:	_____ Bruce Campbell Crossley
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_____ Witness:	_____ Gail Marie Crossley
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_____ Witness:	_____ Ashley Ellen Duncan
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