

ROAD ALLOWANCE AGREEMENT

THIS AGREEMENT made this 08 day of December 2022.

B E T W E E N:

KATHRYN CARRINGTON and DAVID PATERSON

Hereinafter called the "OWNERS"

OF THE FIRST PART

- and -

**THE CORPORATION OF THE TOWNSHIP OF
DOURO-DUMMER**

Hereinafter called the "TOWNSHIP"

OF THE SECOND PART

-and-

WHEREAS the Owners have submitted an application to the Township for Site Plan Approval to construct a new single detached dwelling on the lands described on Schedule "A" attached hereto (the "Subject Lands");

AND WHEREAS the Township previously entered into an Agreement with former owners of the Subject Lands in 2014 (the "2014 Agreement") relating to the use of the unopened road allowance described on Schedule "B" attached hereto for the construction of a driveway to provide vehicular and pedestrian access to the Subject Lands;

AND WHEREAS some additional drainage works in connection with the proposed Site Plan are required to be completed by the Owners on the Township's unopened road allowance;

AND WHEREAS the Owners and Township are desirous to have one Agreement to govern all works benefitting the Subject Lands which are situated on the Township's unopened road allowance.

AND WHEREAS the Owners and the Township have agreed to set out and to be bound by the terms and conditions contained in this Agreement.

NOW THEREFORE BE IT RESOLVED that in consideration of mutual covenants hereinafter set out, the parties hereto agree as follows:

1. The recitals are true in fact and substance.

2. The Owners represent and warrant that they are the registered owners of the lands hereinafter described on Schedule "A" hereto.
3. The Township represents and warrants that it is the registered owner of the unopened road allowance lands hereinafter described on Schedule "B" hereto.
4. The Owners and Township agree that the 2014 Agreement between the Township and Terry and Ruth Hunter is hereby rescinded.
5. The Owners and Township are executing this Agreement in satisfaction of section 2 of the *Drainage Act*, R.S.O. 1990, c. D.17.
6. The Owners agree to take all actions, undertake all works and pay all associated expenses in reference to the construction and/or improvements to the driveway, ditching and check dam (the "road allowance works") required to service the new single detached dwelling on the Subject Lands. The Owners further acknowledge that they will be fully responsible for all continuing maintenance requirements relating to the driveway, ditching and check dam that the Township shall not be responsible for any maintenance or liability for the road allowance works.
7. The Owners shall not undertake any action to construct or open up the Township's unopened road allowance in any manner. At no time shall any cars be parked upon the unopened road allowance.
8. The Owners shall undertake no act to encumber the said unopened road allowance.
9. Nothing in this Agreement precludes the Township from undertaking any action, legal or otherwise, which would open the unopened road allowance, and have same made available for use as a public highway. In the event that the Township decides to open up the said road allowance and incorporate same into the Township road system as a public highway, this Agreement shall be at an end.
10. The Owners shall not be permitted to undertake any road allowance works until a Site Plan Agreement has been executed to the satisfaction of the Township with respect to the Subject Lands (the "Site Plan Agreement").
11. In reference to the completion of the road allowance works, the Owners shall:
 - (a) Obtain and satisfy requisite permit requirements from the Otonabee Region Conservation Authority ("ORCA");
 - (b) Notify the Clerk of the Township in writing at the commencement of any works on the Township's unopened road allowance in completion of the terms and conditions of this Agreement;
 - (c) Prior to commencing construction activities, the Owners' contractor shall provide the Township Clerk with a public liability insurance policy with limits of no less than \$2,000,000.00 per occurrence in which the Township is to be a named insured. In addition, the contractor shall provide a current Certificate from the Workers Safety Insurance Board confirming that the contractor is in good standing and a

- completed Declaration of Accessibility Compliance Form;
- (d) Arrange for their Engineer to keep the Manager of Public Works of the Township aware of aspects in reference to the construction schedule, and periodically review with the Manager of Public Works the nature and progress of the completion of the said works;
 - (e) Provide notification for a final inspection upon completion of the road allowance works, which notice shall be provided to the Township Clerk and to the Manager of Public Works for the Township and to ORCA;
 - (f) Upon notification of the final completion of the road allowance works, the Manager of Public Works shall undertake an inspection and advice of any specific concerns with respect to the road allowance works in accordance with the Site Plan for the Subject Lands;
 - (g) Upon completion of the road allowance works, the Engineer employed by the Owners shall provide certification to the Township that the road allowance works have been completed pursuant to the approved plans attached to the Site Plan Agreement.
12. The Owners acknowledge that the unopened road allowance is not now maintained by the Township.
 13. The Owners acknowledge that there is no obligation upon the Township to maintain the unopened road allowance providing access to the Subject Lands subsequent to the construction of buildings or subsequent improvement to existing buildings on the Subject Lands.
 14. The Owners specifically covenant and agree to accept the existing level of services as being adequate and acceptable.
 15. The Owners and Township agree that the estimated cost of the road allowance works are contemplated and set forth in the Site Plan Agreement and the Owners shall supply the required security to the Township pursuant to that Agreement.
 16. The Owners shall reimburse the Township for all of its legal, planning and engineering fees incurred by it with respect to this Agreement and the development contemplated herein. Without limiting the generality of the foregoing, the Owners acknowledge that this agreement shall be registered on title to the Subject Lands by the Township. Fees shall be payable by the Owners on receipt of a billing from the Township.
 17. This Agreement shall be binding upon the heirs, successors and assigns of the Owners. It is herein specifically acknowledged and agreed by the Owners that they shall provide actual notice of the subject Agreement to any potential purchaser, and shall also provide actual notice of the same to any real estate broker or agent that they might utilize in reference to the potential sale of the Subject Lands.
 18. The parties hereto acknowledge that they have read, understood, and obtained independent legal advice in reference to this Agreement and its terms and conditions.
 19. Any notice required to be given pursuant to this Agreement shall be in writing and sent

prepaid registered mail, or personally delivered, to the other party at the following address:

(a) Notice to the Owners shall be addressed to:

Kathryn Carrington and David Paterson
1152 Scollard Road,
Peterborough, ON K9H 0A7

(b) Notice to the Township shall be addressed to:

The Corporation of the Township of Douro-Dummer
894 South Street, P.O. Box 92
Warsaw, ON K0L 3A0

20. Nothing in this Agreement shall relieve the Applicants or Owner from compliance with all applicable municipal by-laws, laws and/or regulations or laws and/or regulations established by any other governmental body which may have jurisdiction over the lands identified on Schedule "A" and Schedule "B".
21. This Agreement shall be construed in accordance with the laws of the Province of Ontario.
22. Should any provision of this Agreement be found to be invalid by a Court of competent jurisdiction that provision shall be severable from the remainder of this Agreement and the remainder of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties have hereunto set their respective hands and seals.

SIGNED, SEALED & DELIVERED


Kathryn Carrington

Kathryn Carrington


David Paterson

David Paterson

**THE CORPORATION OF THE
TOWNSHIP OF DOURO-DUMMER**

Per:

Heather Watson, Mayor

Martina Chait-Hartwig, Acting Clerk
We have the authority to bind the Corporation.

SCHEDULE "A"

Lands owned by Owners

PT LT 10 CON 9 DOURO AS IN R688890; DOURO-DUMMER, being all of PIN 28177-0123 (LT).

SCHEDULE "B"

Lands owned by Township

**RDAL BTN LOTS 10 & 11 CON 9 DOURO; DOURO-DUMMER being part of PIN
28182-0091 (LT).**