

# Drainage Agreement – DeBoer - MacIntyre

**Date of Agreement**

AGREEMENT made in duplicate this \_\_\_\_ day of January, 2026.

BETWEEN:

**Parties**

**753522 Ontario Inc c/o Highland Crest Farms**  
hereinafter called the "Party of the First Part"

and

**The Corporation of the Township of Huron-Kinloss**  
hereinafter called the "Party of the Second Part"

and

**Paul Allan MacIntyre & Christine Marie MacIntyre**  
hereinafter called the "Party of the Third Part"

and

**Paul Allan MacIntyre**  
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 Part Lot 64 Con1 Huron-Kinloss, having civic address 1323 South Kinloss Ave;

WHEREAS it was necessary to construct a road crossing on the property of the Party of the Second Part and use the existing tile on the property of the Party of the Third Part and 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) PIN 33333-0083 (LT); LRO #3, being the property of the Party of the First Part, legally described as N1/2 LT 63-68 CON 1 KINLOSS; HURON-KINLOSS;

and

b) PIN 33333 – 0217 (LT); LRO #3, being the property of the Party of the Second Part, legally described as RDAL BTN CON 1 AND CON 2 KINLOSS ABUTTING LT 1 TO 10 CON 2; HURON-KINLOSS;

and

c) PIN 33333-0077 (LT); LRO # 3, being the property of the Party of the Third Part, legally described as PT LT 8-9 CON 2 KINLOSS AS IN R355958; HURON-KINLOSS; and

and

d) PIN 33333-0067 (LT); LRO #3, being the property of the Party of the Fourth Part, legally described as PT LT 10 CON 3 KINLOSS; PT LT 9-10 CON 2 KINLOSS AS IN R414972; HURON-KINLOSS

(collectively, the "**Lands for Registration Purposes**")

**Description of Drainage Works**

The drain will consist of 66 feet of inch steel casing.

This agreement will use a new 10-inch polyethylene tile on Part of Lots 8 and 9 Concession 2 NDR, being the lands of the Party of the Third Part.

The new 10-inch polyethylene tile will continue onto and outlet into an existing 10-inch polyethylene tile on the property of the Party of the Fourth Part, being Part of Lots 9 and 10 Concession 2 NDR. The Party of the Fourth Part acknowledges there may be connections to this tile and he will not add any more and leave it for the outlet of this drain.

To confirm, if the Party of the First, Party of the Third Part, Party of the Fourth Part wish to improve the drainage of their respective lands they will also be required to have a new Mutual Agreement Drain ("MAD"). The new MAD will need to include a new larger tile or twinning the existing tile, a new road crossing, and an agreement will need to be made with the Party of the First Part, Party of the Second Part, Party of the Third Part, and/or Party of the Fourth Part (as appropriate) for a new tile or a tile upgrade in that property.

Although the Party of the First Part acknowledges that the 4 inch tile is connected to and using the road crossing it is to be understood that the drain belongs to and is the sole responsibility of the Party of the First Part, therefore only maintenance of the 4-inch tile and 10-inch steel casing is permitted.

(A map of the specific location of the drain is available at the office of the Corporation of the Township of Huron-Kinloss)

**Construction**

Construction to take place in 2025.

**Maintenance**

Party of the First Part and Second Part shall have access to the drain and the Lands for Registration Purposes for the construction and maintenance contemplated herein. If any Party notices the drain needs maintenance they will inform the Party of the First Part and Party of the Second Part and shall grant access for the repairs. Any fences that are damaged shall be repaired. 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 Party of the Second Part. Notwithstanding the foregoing, nothing contained herein shall compel the Party of the Second Part to carryout any construction or maintenance of the drain or road crossing contemplated herein.

**Costs**

The entire cost of the construction of the drain, namely the road crossing, shall be paid in the following proportions:

100% Party of the First Part.

Estimated cost: \$19,000

The cost to maintain the new 10-inch polyethylene tile in Pt Lot 8 and Pt Lot 9, Concession 2 NDR, being the lands of the Party of the Third Part, shall be paid in the following proportions:

40% Party of the First Part  
60% Party of the Third Part

The cost to maintain the new 10-inch polyethylene tile on Pt Lot 9 and Pt Lot 10, Concession 2 NDR, being the lands of the Party of the Fourth Part, shall be paid in the following proportions:

40% Party of the First Part  
30% Party of the Third Part  
30% Party of the Fourth Part

The cost to maintain the new 4-inch tile in Lots 63-66 Concession 1 NDR, being the lands of the Party of the First Part, 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 by the solicitor of the Party of the Second Part, against title to the Lands for Registration Purposes. Notwithstanding the forgoing, any registration 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 \_\_\_\_\_, 2025.

73522 Ontario Inc. c/o Highland Crest Farms

Per: \_\_\_\_\_  
Fred Deboer, ASO  
I have authority to bind the Corporation

THE CORPORATION OF THE  
TOWNSHIP OF HURON-KINLOSS

Per: \_\_\_\_\_  
Don Murray, Mayor

Per: \_\_\_\_\_  
Jennifer White, Clerk  
WE have authority to bind the Corporation

Witness: \_\_\_\_\_ Paul Allan MacIntyre

Witness: \_\_\_\_\_ Christine Marie MacIntyre

Witness: \_\_\_\_\_ Paul Allan MacIntyre

DRAFT