

THIS AGREEMENT dated as of the , A. D., 2015.

BETWEEN:

OWNER NAME AND ADDRESS

Hereinafter called the "owner"

OF THE FIRST PART;

And

THE CORPORATION OF THE MUNICIPALITY OF HASTINGS HIGHLANDS,

Hereinafter called the "Municipality"

(Collectively referred to as the "parties")

OF THE SECOND PART

WHEREAS OWNER is the owner of the whole/part of Lot , Concession , in the Geographic Township of being Roll number 12 90 (hereinafter referred to as the "Property");

AND WHEREAS in order to access the property, the OWNER desires to construct a driveway along the unopened concession road allowance between Concessions __ and __ across Lots __ and __, in the Geographic Township of (Ward); (hereafter referred to as the "unopened concession road allowance")

AND WHEREAS Council of The Corporation of the Municipality of Hastings Highlands passed a Resolution on the Resolution Date as follows:

_____/_____/_____ (#____-201_) THAT Council allows a driveway to be installed on the unopened concession road allowance between Concessions __ and __, across Lots __ and __ in the Geographic Township of (Ward) with the provision that felled trees remain the property of the Municipality and shall be piled at a **Municipal Road** or taken to closest municipal yard as per the Operations Manager's or designate instructions and further that the owner of the property shall enter into a Road Development Agreement with the Municipality and have it registered on title. The Agreement shall acknowledge that:

- There will be absolutely no maintenance by the Municipality of the driveway on the unopened concession road allowance,
- The driveway is on an unopened concession road allowance which is public property and would be available for public use, therefore no gates will be erected on the road allowance,
- A turning circle will be constructed at the end of the driveway, by the owner, on the unopened concession road allowance to the satisfaction of the Operations Manager or designate,
- Signage will be posted, by the owner, at the junction of the driveway and **Municipal Road** on the unopened concession road allowance stating "**Unopened Road Allowance Not Assumed or Maintained by the Municipality, Use at your own Risk, No Exit**",

- The owner shall, subject to the discretion of the Operations Manager or designate, retain the services of an Ontario Land Surveyor to mark the boundaries of the unopened concession road allowance with wooden stakes painted bright orange and at 50 metre intervals from **Municipal Road** to the end of the driveway at the area of the turning circle, further, the owner agrees to provide the Municipality with a Sketch prepared by the Ontario Land Surveyor showing the position of the stakes along the limits of the unopened concession road allowance.
- The owner shall be required to abide by the policies of the Official Plan of the County of Hastings with respect to the development of private roads and the construction standards and guidelines for the use and construction of private roads, By-Law 36-2005 establishes those guidelines.

WITNESSETH:

1. The parties hereto agree that the unopened concession road allowance may be used for the benefit of the owner of the Property, and is not a public highway, and the parties agree that the Municipality does not and shall not assume the said unopened concession road allowance as a highway for public use and that all construction, maintenance and repair of any roadway or driveway within the unopened concession road allowance shall be the sole responsibility of the owner and **shall not under any circumstances** be the responsibility of the Municipality.
2. The owner acknowledges that there is **no commitment or requirement by the Municipality** to ensure that emergency vehicles are able to access a privately maintained driveway on an unopened concession road allowance or access any property or residence serviced by the driveway.
3. The owner shall advise any prospective purchaser or transferee of the Property of the existence of this Agreement. The owner agrees that any Agreement of Purchase and Sale or Transfer agreement with respect to the property shall include the following clause: **“This property is subject to the terms of an Agreement with the Corporation of the Municipality of Hastings Highlands registered an Instrument Number _____ which pertains to the use of the unopened concession road allowance as driveway access to the property”**.
4. The owner shall register this Agreement on title to the property and will not sell or otherwise deal with the Property unless and until this agreement has been registered on the title to the Property at the owner’s expense and that a copy of the registered instrument shall be provided to the Municipality.
5. Prior to commencing construction on the driveway the owner covenants and agrees, subject to the discretion of the Operations Manager or designate, to retain the services of an Ontario Land Surveyor to mark the boundaries of the unopened concession road allowance with wooden stakes painted bright orange and at 50 metre intervals from **Municipal Road to the end of the driveway at the area of the turning circle**, to the_____ boundary of Lots __ Concessions __ and__ (Ward)_____, further, subject to the discretion of the Operations Manager or designate, the owner agrees to provide the Municipality with a Sketch prepared by the Ontario Land Surveyor showing the position of the stakes along the limits of the unopened concession road allowance.

6. The owner covenants and agrees to ensure that the driveway is constructed entirely within the unopened concession road allowance and pursuant to the terms set out in the Resolution passed on the Resolution Date, as stated above.
7. The owner shall construct the driveway in accordance with the construction standards as directed by the Operations Manager. The Entrance Permit fee of \$500.00 is payable at this time, (a refund of \$100.00 at completion upon the approval of the Operations Manager), and also a \$50.00 (plus \$6.50 HST) fee for a 911 number. Upon completion of construction of the driveway, the owner shall contact the Operations Manager who will conduct an inspection and determine, in his full and complete discretion, whether the driveway has been constructed in accordance with the construction standards.
8. The owner covenants, acknowledges and agrees to each and every one of the terms of the Resolution passed on Resolution Date, as stated above.
9. The owner agrees that items such as logs, equipment, vehicles, etc. shall not be placed on the unopened road allowance.
10. The owner covenants and agrees to release, indemnify and save harmless the Municipality of Hastings Highlands, its Councillors, employees, servants and agents from and against all losses, damages, claims, liens, demands, judgments and actions whatsoever, whether the same shall be with or without merit, arising directly or indirectly in any manner whatsoever in connection with the owner's use of the unopened concession road allowance as an access driveway to the property, maintenance or failure to maintain the access driveway in accordance with the construction standards as determined by the Operations Manager and shall pay all costs and expenses to which the Municipality of Hastings Highlands may be put in defending or settling any such action, claim or demand.

This Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the parties hereto.

The parties hereto have executed this Agreement as of the date first above written, and the parties have affixed their corporate seal duly attested to by their respective proper signing authority.

Owner

THE CORPORATION OF THE
MUNICIPALITY OF HASTINGS HIGHLANDS

Per: _____

Vivian Bloom, Mayor

Per: _____

Robyn Rogers, Clerk