

Bradburn Drain Mutual Agreement

Agreement made in duplicate this _____ day of _____, 2025.

Between:

The Pentecostal Assemblies of Canada, the Owner of Plan 41M305 Block 73, Pt. Lot 8, Con. 10, of the Town of Tillsonburg, County of Oxford

hereinafter called "the Church"

and

The Corporation of the Town of Tillsonburg (Hereinafter referred to as the "Town")

hereinafter called "the Town"

Reference to Drainage Act, RSO, 1990

This agreement is made under the authority of section 2 of The Drainage Act, RSO, 1990.

Whereas the lands upstream of the Church property within the Bradburn Subdivision Drain have been developed over time, and the existing drain has been supplanted with municipal storm sewers and storm water management facilities (SWMF),

And Whereas the open drain within the Church property continues to receive the water from the aforementioned developments,

And Whereas the Town requires a maintained legal outlet for the developments, that the open drain on the Church property currently provides.

Now Therefore the parties do hereby agree that the open drain on the Church property shall be repaired and maintained according to the following conditions.

Legal Description of Land

The property affected by this drainage agreement is described as follows:

Roll Number 3204-060-060-00181

Registered to The Pentecostal Assemblies of Canada

Plan 41M305 Block 73 of the Town of Tillsonburg in the County of Oxford

being the property of the Church.

Description of Drainage Works

The drainage system exists fully on the Church property in Lot 8, Con. 11 described as Plan 41M305 Block 73. The drain can be described as approximately 198 m of open drain, with a depth ranging from 1-2 m, a 0.47% channel grade, 1.2 m bottom width, and 1.5:1 side slopes. The drain runs on a northwest to southeast direction on the northeastern corner of the Church property, from the crossing under the maintenance road to the Church property access crossing.

It should be noted that all portions of the Bradburn Municipal Drain, including the upstream tiles, have been abandoned under By-Law 2025-015. The tile system has been replaced with municipal storm sewers.

Maintenance

The Church shall not obstruct the flow from the upstream lands by filling in the existing drain or by placing obstructions within the drain. The Church shall periodically monitor the existing drain and contact the Town within a reasonable time frame if the drain requires maintenance.

On reasonable notice in writing to the Church, the Town shall repair the drain that lies within the Church's property boundaries. The Church shall allow access for repairs, maintenance, or inspection of the drain within one week of the Town giving notice. The Church will not be responsible for carrying out any maintenance activities.

Costs

The entire cost of the repair and maintenance of the drain in Lot 8, Concession 11, exclusive of the private culverts, shall be borne and paid by the Town.

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 Town. The provisions herein contained shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and assigns.

Notice

All notices, requests, directions or other communications (" Notices") required or permitted herein will be in writing and will be delivered to the parties hereto respectively as follows:

If to the Town:

The Corporation of the Town of Tillsonburg

10 Lisgar Ave.

Tillsonburg, ON N4G 5A5

519-688-3009

Attn: Clerk

If to the Church:

The Pentecostal Assemblies of Canada

2450 Milltower Court

Mississauga, ON L5N 5Z6

905-542-7400

And

Bethel Pentecostal Church

269 Quarter Town Line

Tillsonburg, ON N4G 5W5

519-842-9401

IN WITNESS WHEREOF, the duly authorized officers of the parties have executed this Agreement as of the date first written.

The Corporation of the Town of Tillsonburg

By: _____

Name: Christopher Baird

Title: Acting Director of Operations & Development

By: _____

Name: Amelia Jaggard

Title: Deputy Clerk

Date: _____

We have authority to bind the Corporation.

The Pentecostal Assemblies of Canada

By: _____

Name:

Title:

Date: _____

I have authority to bind the Pentecostal Assemblies of Canada.