

# THE CORPORATION OF TAY VALLEY TOWNSHIP

## ROAD ACCESS AGREEMENT

**THIS AGREEMENT** made in triplicate this            day of                                  , **2022**

**BETWEEN:**                              **Enter full legal name of all owners,**  
Herein called the "Owner" **OF THE FIRST PART**

**AND:**                                      **The Corporation of Tay Valley Township,**  
Herein called the "Township" **OF THE SECOND PART**

**WHEREAS**, the Owner owns the **West Half of Lot 1, Concession 1, Dalhousie, Except Part 1, Plan 26R930, Tay Valley Township, PIN 05032-0111 (LT)** ("the Property"), in the Township;

**AND WHEREAS**, access to the Property is from a road (the "Private Unassumed Road") that is owned by the Township but is not an improved road and has not been assumed by the Township;

**AND WHEREAS**, the Township's Zoning By-Law provides that no building shall be erected on a lot if it does not have access on an improved road unless a Road Access Agreement, to the satisfaction of the Township, has been executed;

**AND WHEREAS**, the Owner has applied to the Township for a building permit and requires the use of a Private Unassumed Road in order to access their Property, as described in Schedule "A", attached hereto;

**AND WHEREAS**, the Owner is desirous of entering into an Agreement with the Township, Notice of which shall be registered on title to the Owner's Property, and the Township is entitled to enforce the provisions of the Agreement against the Owner and, subject to the *Registry Act* and the *Land Titles Act*, any and all subsequent owners of the Property;

**AND WHEREAS**, The Corporation of Tay Valley Township has passed By-Law No. 2017-064 granting the Reeve and Clerk the authority to sign this Agreement;

**AND WHEREAS**, Section 8 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides the municipality with the powers of a natural person and the authority to govern their affairs as they consider appropriate;

**NOW THEREFORE THIS AGREEMENT WITNESSETH**, that in consideration of the sum of TWO (\$2.00) DOLLARS paid by the Owner to the Township, the receipt of which is hereby acknowledged and in consideration of the mutual covenants hereinafter expressed, the parties hereto agree as follows:

1. **THAT** the Owner agrees:
- a) **THAT**, the Owner acknowledges that the Private Unassumed Road has not been brought up to municipal standards and has not been assumed by the Township.
  - b) **THAT**, the Owner acknowledges that municipal services such as snow removal and road maintenance of the Private Unassumed Road shall not be provided by the Township and that some public services such as garbage removal, school bussing and some emergency services may be severely restricted.
  - c) **THAT**, the Owner reimburse the Township the cost to supply and install appropriate signage indicating that the Private Unassumed Road is not maintained by the Township and to use at your own risk, OR the Owner is to provide evidence that such sign already exists.
  - d) **THAT**, if such sign is ever removed, it must be immediately replaced.
  - e) **THAT**, the Owner provide and keep in force during the term of this agreement, Commercial General Liability Insurance as required by the Township' insurer which shall include but not be limited to the following:
    - A limit of liability of not less than \$5,000,000 per occurrence;
    - The Township shall be named as an additional insured;
    - The Policy shall contain a provision for cross liability;
    - Non-owned automobile coverage with a limit of at least \$5,000,000 including contractual non-owned coverage;
    - That 30 days prior notice of cancellation of the Policy shall be given in writing to the Township
  - f) **THAT**, if the local road association has the required insurance coverage as per item e), the Owner does not have to obtain separate insurance coverage.
  - g) **THAT**, the required insurance coverage be received and approved by the Township prior to the commencement of any work on the said Private Unassumed Road.
  - h) **THAT**, the insurance requirements as outlined in item e) and g) above shall also apply to any third party that undertakes work on behalf of the Owner on the said Private Unassumed Road.
  - i) **THAT**, the Township shall not be responsible for any maintenance, construction or repair of the said Private Unassumed Road.
  - j) **THAT**, any work, other than routine maintenance, to be done on the Private Unassumed Road' shall be itemized and approved by the Township.

- k) **THAT**, any work on the Private Unassumed Road shall be completed in accordance with the "Private Road Construction Standards" and the "Fire Department Access Route" - "Access Route Design" Section 3.2.5.6 of the Ontario Building Code, attached hereto as Schedule "B".
- l) **THAT**, the Owner must complete any work on the Private Unassumed Road to the satisfaction of the Public Works Manager and the Fire Chief of the Township. That notwithstanding that the drawings and plans have been reviewed by the Township, the Township takes no responsibility for the design or adequacy of the work to be done.
- m) **THAT NOTHING**, in this Agreement obligates the Township to assume the works as a travelled highway. However, the Township maintains its right to assume ownership of the improvements at any time without compensation to the Owner.
- n) **THAT NOTHING**, in this Agreement gives the Owner sole use of the subject Private Unassumed Road or authority to prevent use by the general public.
- o) **THAT**, the Owner hereby indemnifies, protects and saves harmless the Township, its elected officials, employees and agents, from and against any and all claims, losses, damages, liabilities, costs and expenses, including legal fees and disbursements, which may be brought against the Township as a result of the use of the said Private Unassumed Road, or as a result of any delay in the provision or any failure to provide services or emergency vehicles to the Property.
- p) **THAT**, in the event of a sale of its interest in the Property, the Owner shall cause, as part of the sales transaction or assignment, the purchaser, transferee or assignee to enter into a written road access agreement with the Township on the same terms as this Agreement and in a form satisfactory to the Township.

2. Any **NOTICE** required to be given hereunder to the Township or the Owner shall be in writing and may be delivered personally or be sent by registered mail.

3. **NOTICE** shall be given to the Owner at the address shown on the tax roll for the Owner's Land. **NOTICE** shall be given to the Township at the following address:

The Corporation of Tay Valley Township  
Attn: Clerk  
217 Harper Road  
Perth, ON K7H 3C6

Any notice sent by registered mail shall be deemed to have been received by the party to whom it is addressed on the third (3<sup>rd</sup>) business day following such mailing.

4. **ALL COSTS** incurred by the Township in connection with the preparation, execution and registration of this Agreement shall be paid by the Owner.

5. **IF THE** Owner fails or refuses for any reason to comply with the requirement of this agreement, the Owner shall be in default and the Township may, jointly or severally on seven (7) days' notice require the Owner to remedy the default, failing which the Township may, jointly or severally without further notice and without prejudice to any other rights and remedies available to it, do such thing and perform such work as is necessary to rectify the default and recover the expense incurred in doing it by action or in like manner as municipal taxes in accordance with the provisions of Section 446 – Orders and Remedial Action, of the *Municipal Act, 2001*, as required.
  
6. **THAT THIS AGREEMENT** or Notice of this Agreement be registered against the title of the subject lands described in Schedule "A" attached hereto and shall be binding upon and ensure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns and the Township shall be entitled to enforce the provisions against the Owner and all subsequent owners of the lands.

**IN WITNESSETH WHEREOF** the parties hereto have executed this agreement as of the date of the first above written.

**SIGNED, SEALED and DELIVERED** )  
 In the presence of )

\_\_\_\_\_  
 Witness )

\_\_\_\_\_  
 Witness )

\_\_\_\_\_  
**Owners Full Legal Name**

\_\_\_\_\_  
**Owners Full Legal Name**

)  
 )  
 )  
 )  
 )  
**THE CORPORATION OF  
 TAY VALLEY TOWNSHIP**

\_\_\_\_\_  
**Rob Rainer  
 Reeve**  
*(I have the authority to bind the Corporation)*

\_\_\_\_\_  
**Amanda Mabo  
 Clerk**  
*(I have the authority to bind the Corporation)*

**SCHEDULE "A"**

**Road Access Agreement**  
**(Owners Full Legal Names)**

**Description of the Owner's Lands**

W1/2 LT 1 CON 1 DALHOUSIE, EXCEPT PT 1, 26R930;  
TWP OF TAY VALLEY  
PIN 05032-0111 (LT)  
Roll Number -

**Description of the Private Unassumed Road**

XXXX

*insert map*

## SCHEDULE "B"

### Private Road or Unopened Road Allowance Construction Standards

Minimum Width of right of way	20.0 m (66 ft.)
Minimum width of clearing	9.0 m (30 ft.)
Surface	a) width - 4.5 m (15 ft.) b) depth - 100 mm (4 in.) c) type – crushed gravel or stone
Shoulder Width	1.0 m (3 ft.) each side (including rounding)
Depth of granular base	As determined after consolidation of sub-grade material
Ditches	Minimum depth from crown of road to bottom of ditch 0.5 m (1.5 ft.). All ditches to be carried to sufficient outlet.
Culverts	CSP, concrete or plastic. Minimum 300 mm (12 in.) diameter, or larger as required.
Geometrics	Such that fire protection equipment can pass safely
Grade (maximum)	12.5%
Cross Fall	3%

### Ontario Building Code

#### **Fire Department Access Route.**

The design and construction of fire department access routes involves the consideration of many variables, some of which are specified in the requirements in the Ontario Building Code. All these variables should be considered in relation to the type and size of fire department vehicles available in the municipality or area where the building will be constructed. It is appropriate, therefore, that the local fire department be consulted prior to the design and construction of access routes.

#### **3.2.5.6. Access Route Design**

- (1) A portion of a roadway or yard provided as a required access route for fire department use shall:
  - (a) have a clear width not less than 6 m, unless it can be shown that lesser widths are satisfactory,
  - (b) have a centre line radius not less than 12 m,
  - (c) have an overhead clearance not less than 5 m,
  - (d) have a change of gradient not more than 1 in 12.5 over a minimum distance of 15 m,
  - (e) be designed to support the expected loads imposed by firefighting equipment and be surfaced with concrete, asphalt or other material designed to permit accessibility under all climatic conditions,
  - (f) have turnaround facilities for any dead-end portion of the access route more than 90 m long, and
  - (g) be connected with a public thoroughfare.