

(Z-A)

THIS AGREEMENT made in duplicate as of the 9th day of September, 1987.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF CARDEN

hereinafter referred to as "Carden" of the

FIRST PART;

-and-

MILLER PAVING LIMITED AND VIC DOM SAND AND GRAVEL (ONTARIO) LIMITED

hereinafter collectively referred to as "Miller" of the

SECOND PART;

WHEREAS Miller owns and operates a licenced quarry located within Lots 8, 9 and 10 and other lands in Concession 2 in the Township of Carden (hereinafter referred to as "the Quarry");

AND WHEREAS Miller wishes to use the road shown in red on the attached map as a haul route to provide truck access to and from the Quarry to the Boundary road between Mara and Carden;

AND WHEREAS this agreement addresses solely the road shown in red on the attached map hereinafter referred to as "The Road".

IN CONSIDERATION of Carden permitting Miller to improve The Road and other good and valuable consideration Miller agrees as follows:

1. Miller will upgrade The Road at its sole expense to an all season granular road capable of carrying truck traffic originating from the Quarry. Such upgrading shall include the following:

a) the supply and installation of granular material up to a minimum depth including existing material of 18" ~~Gran. "A" and Gran. "B"~~ comprising with 6" minimum Gran. "A" ~~on top~~ (7/8" or under).

top surface of

b) driving surface width to be 6.5m.

c) the shoulder width to be 1.75m.

d) concrete culverts will be extended or improved to accomodate above standards and anticipated loading.

e) calcium for dust suppression shall be the responsibility of Miller.

f) Miller shall complete the upgrading of The Road no later than October 31, 1987.

C K L
CARDEN TWP.
HAUL ROUTE
FOIL:

MILLER ROAD
8
SCOTT ROAD.

g) Miller shall maintain The Road at all times to the satisfaction of the Road Superintendent of Carden at its sole expense as long as the Quarry is operating and Miller is using The Road.

2. Carden shall be responsible for the snow plowing and winter sanding of The Road provided that Miller complies with the terms of this agreement.

3. To facilitate proper winter plowing operations Miller, at the time of upgrading of The Road, will also clear brush and scrub trees north of the Quarry entrance on Concession 2 and add granular to those areas that are identified by Carden as poor in this section only.

4. Miller agrees to indemnify and save harmless Carden from all claims for personal injury or property damage arising out of Miller construction.

5. This agreement shall be binding upon the parties hereto their respective successor and assigns and the agreements given by Miller shall be joint and several.

THE CORPORATION OF THE TOWNSHIP OF CARDEN



Reeve




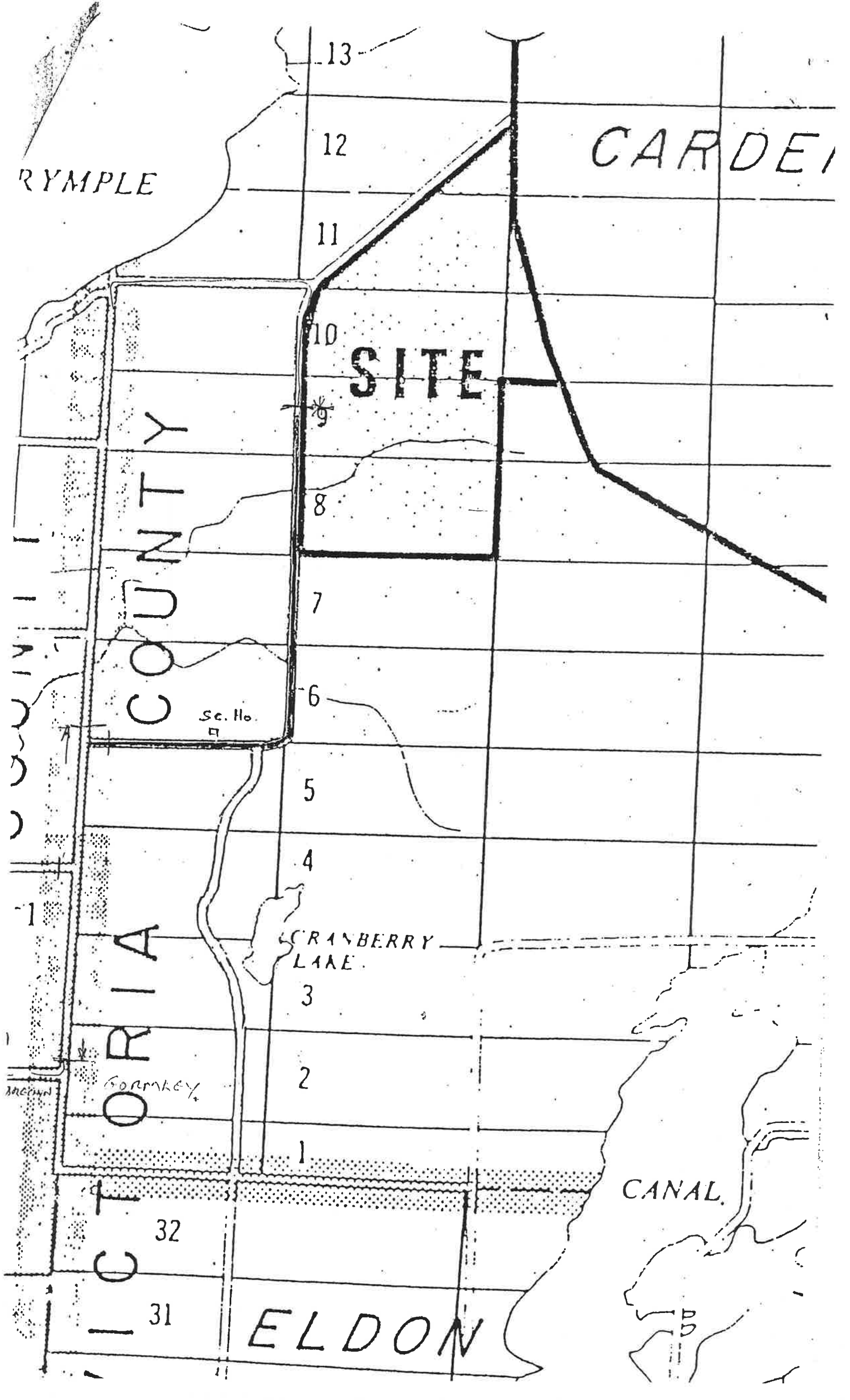
Clerk

MILLER PAVING LIMITED



VIC DOM SAND AND GRAVEL (ONTARIO) LIMITED





RYMPLE

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IOWA
COUNTY

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THE CORPORATION OF THE TOWNSHIP OF CARDEN

(2-8)

BY-LAW NUMBER 87-7

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT BETWEEN THE TOWNSHIP OF CARDEN, THE TOWNSHIP OF MARA AND MILLER PAVING LIMITED FOR THE CONSTRUCTION AND MAINTENANCE OF THE "BOUNDARY ROAD"

WHEREAS Miller Paving Limited operates a licenced Quarry located within Lots 8, 9 and 10, Concession 2, Township of Carden;

AND WHEREAS Miller Paving Limited wishes to provide truck access from County Road Number 47 along the Boundary Road, to and from the Quarry;

AND WHEREAS the Council of the Township of Carden and the Council of the Township of Mara have agreed to enter into an agreement with Miller Paving Limited for the construction and maintenance of that portion of the Carden-Mara Boundary Road as is necessary for proper truck access;

NOW THEREFORE THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF CARDEN HEREBY ENACTS AS FOLLOWS:

1. That the Reeve and Clerk are hereby authorized to execute, on behalf of the Township of Carden, an agreement with the Township of Mara and Miller Paving Limited in accordance with an Agreement attached hereto and marked as schedule "A".

READ A FIRST AND SECOND TIME THIS 31ST DAY OF AUGUST, 1987

READ A THIRD TIME AND PASSED THIS 31ST DAY OF AUGUST, 1987

MARA TWP
CARDEN TWP
NOW C.K.L. HAVE
ROUTE AGREEMENT
FOR
BOUNDARY ROAD.

[Signature] Reeve
[Signature] Clerk

télécopieur 78718	Date Dec 20/96	# of pages 4
EN	From / De Sean	
ing	To / À Cn. / City	
	Phone # / N° de tél.	
Fax # / N° télécopieur 905/475-3852	Fax # / N° de télécopieur	

SCHEDULE "A" TO BY-LAW NUMBER 87-7

THIS AGREEMENT made in triplicate as of the 14th day of August, 1987

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF MARA

hereinafter referred to as "Mara" of the FIRST PART;

- and -

THE CORPORATION OF THE TOWNSHIP OF CARDEN

hereinafter referred to as "Carden" of the SECOND PART;

- and -

MILLER PAVING LIMITED

hereinafter referred to as "Miller" of the THIRD PART;

WHEREAS Miller operates a licenced quarry located within Lots 8, 9 and 10 and other lands in Concession 2 in the Township of Carden (hereinafter referred to as "the Quarry");

AND WHEREAS Miller wishes to provide truck access to and from the Quarry and County Road 47 which in turn leads to Highway No. 12 by using the following road as a haul route, that being the boundary road between Mara and Carden running northerly from County Road 47 to the school house road within Carden and extending approximately 50 metres to the north of that intersection, hereinafter referred to as the "Boundary Road";

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto agree, for valuable consideration, as follows:

1. Miller will upgrade the Boundary Road, at its sole expense, to an all season road capable of carrying truck traffic originating at the Quarry, from Station 8.85 southerly to County Road 47, in accordance with the plan and profile drawing prepared and submitted by Miller which is dated June 23rd, 1987, and was drawn by "B. K." revised to August 13, 1987, which will include the supply and installation of Granular A and Granular B material to the depths indicated on the said plan and profile drawing, the supply and application of asphalt concrete (H.L.-4) to a depth of two inches and the construction or upgrading of ditches in 1987, and the supply and application of an additional two inches

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of asphalt concrete (H.L.-4) in 1988 from Station 0.00 to 8.10 and from Concession 5 to County Road 47 if it is determined to be required by the respective Councils.

2. Miller shall carry out the upgrading of the Boundary Road no later than the end of October, 1987, and in any event before commencing to use the said road as a haul route to or from the Quarry and shall, forthwith with the execution of this Agreement, lodge with Mara and Carden;

a) a performance bond issued by a bonding company satisfactory to the Municipalities in the amount of \$100,000.00 which shall be security for the completion by Miller of the work set out in the previous clause of this Agreement.

b) a maintenance bond issued by a bonding company satisfactory to the Municipalities in the amount of \$50,000.00 which shall be security for the ~~continued~~ maintenance of the Boundary Road as set out in clause three for a period of one year from completion of construction.

If Miller fails to complete the upgrading of the Boundary Road and/or continued maintenance as set out herein, Mara and/or Carden may draw upon the said performance bond or maintenance bond and use the proceeds thereof to continue or complete any of the work contemplated hereunder which has not been completed by Miller, but there shall be no obligation upon either Mara or Carden under any circumstances to expend funds in excess of those received from the said performance bond or maintenance bond.

3. Miller shall maintain the Boundary Road at all times to the satisfaction of the Superintendents of the respective Municipalities at its sole expense as long as the Quarry is validly operating and using the Boundary Road.

4. Mara and Carden shall be responsible for the snow ploughing of the Boundary Road as they may agree between themselves from time to time.

5. With the exception of snow ploughing, Miller hereby indemnifies Mara and/or Carden for any claim, action or liability arising from any failure to maintain the Boundary Road, as provided for in clause three (3) *as per 7m. 1/27/77* during the currency of this Agreement.

6. This Agreement shall be binding upon the parties hereto, their respective successors and assigns. The parties hereto have accordingly executed these presence under their corporate seals.

THE CORPORATION OF THE TOWNSHIP OF MARA

William Byers
Reeve

Frank Morgan
Clerk

THE CORPORATION OF THE TOWNSHIP OF CARDEN

William Byers
Reeve

Bernie M. Dewell
Clerk

MILLER PAVING LIMITED

Per: *[Signature]*
Per: *[Signature]*