

**ACCESS AGREEMENT**

**THIS AGREEMENT** is made in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

BETWEEN:

**THE REGIONAL MUNICIPALITY OF PEEL**

(hereinafter referred to as the "Region")

-and-

**JACKIE LEGGO**

-and

**YOLAN ESTHER LEGGO**

(hereinafter referred to as "the Owner")

**WHEREAS** the Owner is the owner of the lands located on the west side of Dixie Road, south of Olde Base Line Road, more particularly described as Part of Lot 34, Concession 3 East of Hurontario Street, Town of Caledon (formerly Township of Chinguacousy), Regional Municipality of Peel, as in Instrument RO723657 (hereinafter referred to as the "Owner's Lands");

**AND WHEREAS** Dixie Road has been realigned at the intersection of Dixie Road and Olde Base Line Road and the Owner is required to enter into an agreement with the Region with respect to vehicular access for the purpose of egress and ingress to the Owner's Lands from and onto the realigned Dixie Road ("Regional Road 4");

**NOW THEREFORE** in consideration of the sum of TWO (\$2.00) DOLLARS and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto covenant and agree as follows:

1. The recitals herein are true and accurate.
2. The Owner acknowledges that the Region has approved one access for the purposes of egress and ingress to the Owner's Lands identified as Parts 12, 16, 22 and 23 on

Reference Plan 43R-34870 (the "Access").

3. The Owner hereby accepts all responsibility and liability and obligations in relation to the Access including but not limited to any damages or claims or accidents that arise due to the existence of or the use of the Access saving and excepting therefrom by the Region, its officers, employees, contractors or invitees. The Owner agrees not to hold the Region responsible in any way for any loss, accident or damage or injury to person or persons due to the existence of or the use of the Access. The Owner agrees not to make any claims, demands and/or commence any actions, suits, proceedings or maintain the same for any and all costs, damages, losses, compensation, injurious affection arising from the existence of or the use of the Access.
4. The Owner hereby irrevocably waives and releases and forever discharges the Region, its successors, assigns, agents, servants, officers, directors, elected officials, employees and consultants from any claim for compensation, payment, action, cause of action, proceeding, liability, expense, sum of money, obligation, duty, costs, interests, damages, demands or injurious affection by anyone, arising or which may arise as a result of the existence of or any use whatsoever of the Access saving and excepting therefrom by the Region, its officers, employees, contractors or invitees.
5. The Owner covenants and agrees to indemnify, release and save harmless the Region against and from all actions, damages, claims, demands, losses, costs, suits or other proceedings by anyone, including but not limited to the Owner and their guests, visitors, agents, employees, invitees, trespassers, contractors, lessees and/or tenants brought or prosecuted in any manner, arising or which may arise as a result of the existence of or any use whatsoever of the Access saving and excepting therefrom by the Region, its officers, employees, contractors or invitees.
6. The Owner shall, at its cost and expense, provide timely and regular clearance of snow from the Access, but at a minimum, the Owner shall clear away and remove snow from the Access within 24 hours after the fall of snow has ended.
7. The Owner shall maintain the Access in a good state of repair and shall be responsible for the maintenance and repair of the Access and the payment of all costs associated

with such maintenance and repair. The standard of maintenance shall be in keeping with the nature and purpose of the rights granted herein.

8. The Owner shall not bring or allow to be brought upon the Access any substances deemed hazardous under the *Environmental Protection Act* of Ontario, as amended, (the "Hazardous Substances") and that it shall comply with all federal, provincial or municipal laws and regulations from time to time in force relating to Hazardous Substances and the protection of the environment. In the event the Owner brings or allows to be brought Hazardous Substances onto the Access after it has commenced its use of the Access, the Owner shall take immediate steps to remove and dispose of all such Hazardous Substances from the Access to the satisfaction of the Region and all government bodies having jurisdiction, and shall indemnify and save the Region harmless from any and all liabilities, fines, suits, demands, claims, actions, fees, penalties and charges of any nature and kind brought against or imposed upon the Region (including the Region's legal costs and disbursements on a substantial indemnity basis) which result from the presence of any Hazardous Substance brought on the Access by the Owner or by any other person with the expressed or implied consent of the Owner, during the time period within which the Owner was in use of the Access. The parties agree that this clause shall survive the termination of this Agreement and continue to bind the Owner for a period of two (2) years.
9. It is understood and agreed that the Region will pay reasonable legal fees incurred by the Owner in connection with the negotiations of this Agreement upon receipt of an itemized statement of account in connection therewith, within a reasonable time after the closing of the transaction.
10. If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision and every other provision in this Agreement shall continue in full force and effect.
11. The Owner hereby consents to registration of this Agreement against title to the Owner's Lands and release of the existing notice of agreement on title to the Owner's Lands being instrument number PR1870481 and the Owner shall execute any or all such documents for such purposes.

12. This Agreement shall be binding on and enure to the benefit of the parties and their respective successors. This Agreement shall be not be assignable by the Owner. The Owner is obliged to notify the Region in writing of any proposed change in ownership of the Owner's Lands. The Region will require that any subsequent Owner of the Owner's Lands enter into an Access Agreement before any use of the Access. Nothing in this Agreement shall be deemed to interfere with or fetter the Region's authority as a Municipal authority with jurisdiction over Regional Road 4.
13. Any notice to be given or document to be delivered to the Owner or the Region shall be sufficiently given or delivered personally or if sent by facsimile transmission or ordinary prepaid mail to the following addresses:

To the Owner: Jackie Leggo  
Yolan Esther Leggo  
15388 Dixie Road,  
Caledon, ON L7C 2M3  
Tel: (905) 584-9878  
Cell: (416) 931-0046

To the Region of Peel: The Regional Municipality of Peel  
10 Peel Centre Drive  
Brampton, ON L6T 4B9  
Attention: Manager, Real Estate Section  
Tel: (905) 791-7800  
Fax: (905) 791-3645

Or to such other address or fax number as either party may from time to time notify the other. Any notice or other communication given by personal delivery shall be conclusively deemed to have been received by the party to which it is addressed on the day of actual delivery thereof, or if given by Fax, on the first business day following the transmittal thereof. Any notice sent by prepaid first class mail shall be deemed to have delivered on the fifth (5<sup>th</sup>) business day following the date of mailing thereof provided that the postal services have not been interrupted in which case notice shall only be given by personal delivery of Fax as aforesaid.

14. This Agreement, when executed by the parties shall constitute a binding agreement.

IN WITNESS WHEREOF the Owner has set their hands and seals at \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**SIGNED, SEALED  
AND DELIVERED  
in the presence of:**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Jackie Leggo

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Yolan Esther Leggo

The undersigned accept the above Offer.

IN WITNESS WHEREOF the Region has on the \_\_\_\_\_ day of \_\_\_\_\_  
2013 affixed its name under the hands of its signing officer(s) in that behalf.

**THE REGIONAL MUNICIPALITY OF PEEL**

**PER:** \_\_\_\_\_

**Name: Kathryn Lockyer**

**Title: Regional Clerk**

**I have the authority to bind the Regional Corporation.**

**REAL ESTATE TEAM  
Regional Municipality of Peel  
10 Peel Centre Drive, Brampton, Ontario  
L6T 4B9 905-791-7800 Ex 7665**

File No: RC-10110.00

Legal File: 20966

Project: 03-4010

Date: April 8, 2013