

STORM SEWER EASEMENT AGREEMENT

THIS AGREEMENT made this day of , 1984, and
authorized by By-law of the Town of Pelham.

B E T W E E N :

567201 ONTARIO LIMITED,

(Hereinafter called the TRANSFEROR)

OF THE FIRST PART:

- and -

THE CORPORATION OF THE TOWN OF PELHAM,

(Hereinafter called the TRANSFEREE)

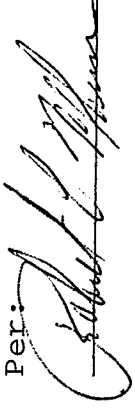
OF THE SECOND PART.

WITNESSETH that in consideration of the sum of ONE
(\$1.00) DOLLAR now paid by the Transferee to the Transferor,
receipt whereof is hereby acknowledged, the Transferor transfers
to the Transferee its successors and assigns as easement and
rights, the terms of which are set out in Schedule "A" hereto
on and under the lands described in Schedule "B" hereto.

The easement herein is declared to be appurtenant to
and for the benefit of the lands of the Transferee more
particularly described in Schedule "C".

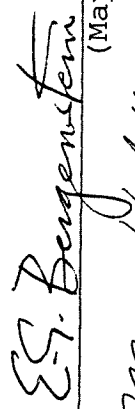
IN WITNESS WHEREOF 567201 Ontario Limited has hereunto
affixed its corporate seal duly attested to under the hands of
its proper officers in that behalf, this day of
1984.

567201 ONTARIO LIMITED

Per: 

IN WITNESS WHEREOF The Corporation of the Town of
Pelham has hereunto affixed its corporate seal duly attested to
under the hands of its proper officers in that behalf, this
day of , 1984.

THE CORPORATION OF THE TOWN
OF PELHAM, Per:

 (Mayor)

 (Clerk)

SCHEDULE "A"

PERMANENT EASEMENT

1. In perpetuity to enter on and construct, repair, replace, operate and maintain a storm sewer and all appurtenances thereto, as The Corporation of the Town of Pelham may from time to time or at any time hereafter deem requisite under, along an across the said lands described in Schedule "B" hereto annexed, Together with the right of free and unimpeded access to The Corporation of the Town of Pelham, its workmen, contractors and agents, supplies, equipment and vehicles at all time and for all purposes and things necessary for or incidental to the exercise and enjoyment of the rights hereby granted over the lands described in Schedule "B" hereto annexed.

The Corporation of the Town of Pelham covenants and agrees with 567201 Ontario Limited its successors and assigns that The Corporation of the Town of Pelham will at all times hereafter:

- (a) Exercise the rights and easements granted in such a manner as to do as little damage as possible to the property of 567201 Ontario Limited;
- (b) To indemnify and save 567201 Ontario Limited harmless at all times from damages that may arise as a result of the installation, maintenance, repair, alteration or removal of the aforesaid storm sewer or other works on or from the lands described in Schedule "B";
- (c) In the event of construction or maintenance work being

carried on by The Corporation of the Town of Pelham on the lands covered by the easement, The Corporation of the Town of Pelham will do the work necessary to return the lands to their former state as soon as practically possible after the completion of such maintenance or construction work. Any maintenance or construction work shall be carried on by the Corporation of the Town of Pelham with all reasonable dispatch.

TEMPORARY CONSTRUCTION EASEMENT

2. Until the completion of construction of the aforesaid storm sewer and other works in the aforesaid permanent easement, 567201 Ontario Limited hereby grants the right of free and unimpeded access to The Corporation of the Town of Pelham, its workmen, contractors and agents and supplies, equipment and vehicles at all times and for all purposes and things necessary for or incidental to the exercise and enjoyment of the rights hereby granted over the lands described in Schedule "B" hereto annexed.

567201 Ontario Limited shall have the right to use and enjoy fully the said lands described in Schedule "B" as may be necessary for any of the purposes hereby granted to The Corporation of the Town of Pelham.

Provided that 567201 Ontario Limited shall not, without the prior consent of The Corporation of the Town of Pelham, excavate, fill, drill or install or erect any buildings in or upon that part of the said lands used or occupied by The Corporation of the Town of Pelham for the purposes of the aforesaid storm sewer, nor permit the same to be done by any other person or corporation.

The Corporation of the Town of Pelham hereby grants to 567201 Ontario Limited, its successors and assigns, the right to connect to the within storm sewer that is laid down on the easement, subject to such connection being done to the approval of the Engineering Department for the Town of Pelham at a location along the easement to be approved by such Engineering Department.

This Agreement and everything herein contained shall extend to and include the parties hereto and their respective successors and assigns.

SCHEDULE "B"

in the Town of Pelham, in the Regional Municipality of Niagara and being composed of that part of Lot 19, on Plan 59M- designated as Part 1 on a Plan of Survey of Record filed in the Office of Land Titles at the City of Welland as Plan 59R-

SCHEDULE "C"

Affidavit - Planning Act

IN THE MATTER OF THE PLANNING ACT (as amended)

AND IN THE MATTER OF THE TITLE TO

Deed, Mortgage,
Partial
Discharge of
Mortgage,
Lease, Transfer,
Charge, etc.

AND IN THE MATTER OF A EASEMENT AGREEMENT
THEREOF, FROM 567201 ONTARIO LIMITED
TO THE CORPORATION OF THE TOWN OF PELHAM
DATED 1984 .

I, ROBERT A. WILSON
of the City of St. Catharines, in the Regional
Municipality of Niagara,
MAKE OATH AND SAY AS FOLLOWS:

1. I am the solicitor for the transferor

~~xxx~~ named in the above mentioned Instrument, and have
knowledge of the matters hereinafter sworn.

2. A consent under section 49 of the Planning Act, 1983, as amended, in respect of the said
Instrument is not required because

Delete (a)
if not
applicable

(a) ~~the person conveying or otherwise dealing with land in the said Instrument does not --
-- retain the fee or the equity of redemption in, or a power or right to grant, assign or --
exercise a power of appointment with respect to any land abutting the land that is being
conveyed or otherwise dealt with.~~

State
other
reason
if any

(b) This is a transfer to a Municipality and is therefor
exempt under The Planning Act.

SWORN before me

at the City of St. Catharines,
in the Regional Municipality of Niagara

this

day of

ROBERT A. WILSON

1984.

DATED: , 1984.

567201 ONTARIO LIMITED

- and -

THE CORPORATION OF THE TOWN
OF PELHAM

STORM SEWER EASEMENT AGREEMENT

HARRIS, BARR
Barristers and Solicitors
39 Queen Street
P. O. Box 366
St. Catharines, Ontario
L2R 6V7

RAW:dd