

THIS AGREEMENT made in triplicate this 17th. day of June, 1985 A.D.

BETWEEN:

THE CORPORATION OF THE TOWN OF PELHAM

Hereinafter called the "Town"

- and -

BRIAN & DIANE RICE

Hereinafter called the "Owners"

WHEREAS the Owners purport to be the Owners of the subject lands described in Schedule "A" attached to this Agreement;

AND WHEREAS the said lands are outside the limits of the Town's Water Area called "Pelham Water Works Area #1" as designated by By-law #413 (1977) passed by the Municipal Council of the Town;

AND WHEREAS the Owner is desirous of connecting the lands with the Town's water system;

AND WHEREAS the Town has agreed to allow the Owners to connect their lands to the Pelham Water System within the aforementioned water area, subject to certain terms and conditions;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the covenants herein contained the Town and the Owners covenant and agree as follows:

(1) The Town will permit the Owners to connect to the existing watermain located on the south side of Memorial Drive at a point approximately 5 metres west of the intersection of Sunset Drive and Memorial Drive, provided that the Owners shall construct at their own expense a 1 inch copper lateral watermain for a distance of approximately 20 metres from the existing main to the south limit of the Memorial Drive road allowance and a water meter chamber on the lot line.

(2) The Owners, at their own expense, will construct a 3/4" or 1" diameter PVC 150 PSI pipe or Type K copper water service from the lot line of their property to service the buildings on their property.

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(3) The Owners further agree to pay to the Town, and charge their lands, with an annual tax levy variable from year to year and based upon the special water area rate for Pelham Water Works Area #1 as prescribed from year to year by the Municipal Council of the Town and payable on all of the assessed land owners within the Town's Water Area #1.

(4) The Owners further agree to pay for the cost of a water meter and all the water bills as levied from time to time by the municipality.

(5) The Owners further agree that in the event that the Town of Pelham Council deems it advisable to extend the water service easterly along Memorial Drive; that the Owners will not object to this extension and will further agree to pay all fair costs assessable to their property due to the extension.

(6) This Agreement is to be binding on the Owners, their heirs, executors, administrators, successors, assigns forever and shall be registered against the title of the Owners as decribed in Schedule "A".

IN WITNESS WHEREOF the Corporation of the Town of Pelham has hereunto affixed its Corporate Seal duly attested to by the hands of its proper officers in that behalf and in witness whereof the Owners have hereunto set their hands and seal.

SIGNED, SEALED AND DELIVERED

- In the Presence Of -

*Henry H. Slette*

( THE CORPORATION OF THE TOWN OF PELHAM

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( *E.S. Bergenstein*

( MAYOR

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( *Mary Hackett*

( CLERK

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( BRIAN & DIANE RICE

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( *Brian B. Rice*

( BRIAN RICE

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( *Diane Rice*

( DIANE RICE

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S C H E D U L E

" A "

ALL AND SINGULAR that certain parcel or tract of land and premises, situate, lying and being in the Town of Pelham, in the Regional Municipality of Niagara, formerly in the Township of Pelham, in the County of Welland and more particularly described as follows:

BEING PART OF LOT 12 & 13, CONCESSION 8 SHOWN  
AS PART 1 ON REFERENCE PLAN NO. 59R-4378