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THIS AGREEMENT made in triplicate this 25th. day of November, 1985 A.D.

BETWEEN:

THE CORPORATION OF THE TOWN OF PELHAM

Hereinafter called the "Town"

- and -

MARGARET ROSE MILBURN

Hereinafter called the "Owner"

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

AND WHEREAS the Owner is desirous of connecting the lands with the Town's water and sanitary sewer systems;

AND WHEREAS the Town has agreed to allow the Owner to connect her lands to the Pelham Water System and Sewer System, subject to certain terms and conditions;

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

(1) The Town will permit the Owner to connect to the existing watermain lateral located on the north side of Quaker Road. The Owner shall pay to the Corporation of the Town of Pelham the sum of Three Thousand, Six Hundred & Forty-Six Dollars and Thirty-Five Cents (\$3,646.35) as her share of the expense of the watermain and lateral.

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

(3) The Town will permit the Owner to connect to the existing sanitary sewer lateral located on the north side of Quaker Road. In addition, the Owner shall pay to the Corporation of the Town of Pelham the sum of Two Thousand, One Hundred and Forty-Two Dollars (\$2,142.00) as her share of the expense of the main sanitary sewer trunk line and laterals.

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(4) The Owner, at her own expense, will construct a sanitary sewer service from the lot line of her property to service the dwelling unit on her property. Such sanitary sewer service shall meet or exceed the standards as set out in the Ontario Plumbing Code.

(5) The Owner further agrees to pay for the cost of a water meter and all the water and sewer usage charges as levied from time to time by the municipality.

(6) This Agreement is to be binding on the Owner, her heirs, executors, administrators, successors, assigns forever and shall be registered against the title of the Owner as described 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 Owner has hereunto set her hand and seal.

SIGNED, SEALED AND DELIVERED

- In the Presence Of -

( THE CORPORATION OF THE TOWN OF PELHAM

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( MAYOR

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( Murray Hackett

( CLERK

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( MARGARET ROSE MILBURN

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WITNESS

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