

THIS AGREEMENT made in triplicate this 18th. day of August, 1986
A.D.

BETWEEN:

THE CORPORATION OF THE TOWN OF PELHAM

Hereinafter called the "Town",

- and -

KATHRYN CRIPPS

Hereinafter called "Cripps",

- and -

456941 ONTARIO LIMITED

Hereinafter called "Ontario Ltd."

WHEREAS Cripps and Ontario Ltd. purport to be the Owners of the subject lands described in Schedule "A" attached to this Agreement;

AND WHEREAS Cripps and Ontario Ltd. are desirous of obtaining a potable water supply;

AND WHEREAS the Town has agreed to allow Cripps and Ontario Ltd. to obtain a municipal water supply by constructing a 50mm diameter waterline on that portion of Clare Avenue as shown on Schedule "B" to this Agreement, subject to certain terms and conditions;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT, in consideration of the covenants herein contained, the Town, Cripps and Ontario Ltd. covenant and agree as follows:

(1) THAT the Town shall permit Cripps and Ontario Ltd. to connect a private waterline to the Town's existing watermain located on the west side of Clare Avenue approximately 150 metres south of the intersection of Clare Avenue and Quaker Road, provided that Cripps and Ontario Ltd. shall construct, at their own expense, a 50mm, Series 160 PVC watermain from the existing municipal watermain on Clare Avenue to a point adjacent to the property municipally known as 949 Clare Avenue. The watermain shall be located within the road allowance as shown on the sketch attached hereto as Schedule "B" to this Agreement.

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- (2) The Town shall permit Cripps and Ontario Ltd. to construct a 19mm diameter Type "K" copper pipe from the 50mm watermain to the necessary mainstop, curbstops and blow-off to provide one water service to each of the dwelling units located on the properties described in Schedule "A" attached to this Agreement. Each water lateral shall be so constructed as to permit the water supply of one dwelling unit to be shut off without affecting the remaining two units.
- (3) Cripps and Ontario Ltd. agree to construct, at their expense, a 19mm Type "K" copper service or a 19mm, Series 160 PVC service from the lot line of their respective properties to each of the dwelling units located on the properties described in Schedule "A" attached to this Agreement.
- (4) Cripps and Ontario Ltd. further agree to pay for the supply and installation of one water meter per dwelling unit for each of the dwelling units located on the properties described in Schedule "A" attached to this Agreement.
- (5) Cripps and Ontario Ltd. further agree to pay all water bills as levied from time to time by the Town for water consumption recorded by the aforesaid water meters and to permit the Town to terminate the supply of municipal water to any of the dwelling units located on the properties described in Schedule "A" to this Agreement upon default of payment of the above mentioned water bills.
- (6) Cripps and Ontario Ltd. further agree that, in the event that the Town of Pelham Council deems it advisable to install a municipally owned water system southerly along Clare Avenue from the existing municipal main to service the properties described in Schedule "A" and any other properties fronting on Clare Avenue within the Town of Pelham which may require a water service, they will not object to this extension and shall agree to pay all the costs assessable to their properties according to the applicable provincial legislation under which the extension may be authorized.
- (7) This Agreement shall be binding on Cripps and Ontario Ltd., their heirs, executors, administrators, successors and assigns forever and shall be registered against the title of the properties as described in Schedule "A".

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IN WITNESS WHEREOF the Corporation of the Town of Pelham has hereunto fixed 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 -

(THE CORPORATION OF THE

(TOWN OF PELHAM

(*E. Bergenstam*

(MAYOR

(*Mary Hest*

(CLERK

(KATHRYN CRIPPS

(*Kathryn Cripps*

(KATHRYN CRIPPS

(456941 ONTARIO LIMITED

(*Paul Silvestri*

(PER: PAUL SILVESTRI

(

(

WITNESS *Victor Prince*

WITNESS *Victor Prince*

S C H E D U L E

" A "

959 Clare Avenue

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 Thorold, in the County of Welland), and being composed of Part of Lot 237 in the said Township of Thorold and which may be more particularly described as follows:

COMMENCING at a point on the northerly limit of said Lot distant therein westerly 34 feet from the north-east angle of said Lot;

THENCE South 0 degrees 41 minutes east in the westerly boundary of a parcel of land owned by the said Township of Thorold and used as a part of a road, 1,100 feet to a point, which said point is the place of beginning of the herein described lands;

THENCE South 89 degrees 19 minutes west, 322.8 feet to a point;

THENCE North 0 degrees 41 minutes west, 135 feet to a point;

THENCE North 89 degrees 19 minutes east, 322.8 feet more or less to a point;

THENCE South 0 degrees 41 minutes east, 135 feet to the point of commencement.

CONTAINING by admeasurement 1.0 acres be the same more or less.

949-951 Clare Avenue

ALL AND SINGULAR that certain parcel or tract of land and premises, situate, lying and being in the Town of Pelham, in the

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Regional Municipality of Niagara, formerly in the Township of Thorold, in the County of Welland, and Province of Ontario, and being composed of Part of Thorold Township Lot No. 237, more particularly described as follows:

COMMENCING at the north-westerly angle of the said lot;

THENCE South 0 degrees 20 minutes West along the westerly limit of the said Lot, 780.40 feet to an iron stake;

THENCE North 88 degrees 56 minutes East, 309.38 feet to an iron stake planted at the place of beginning of the parcel to be described;

THENCE continuing North 88 degrees 56 minutes East, 329.33 feet to an iron stake;

THENCE South 0 degrees 14 minutes East, 183.73 feet to an iron stake;

THENCE North 89 degrees 01 minutes 30 seconds East, 304.43 feet to an iron stake;

THENCE South 0 degrees 58 minutes 30 seconds East, 135 feet to an iron stake;

THENCE North 89 degrees 01 minutes 30 seconds East, 322.6 feet to an iron stake planted in the westerly limit of a Travelled Road;

THENCE South 0 degrees 58 minutes 30 seconds East along the said westerly limit, 213.70 feet to an iron stake planted in the fence line;

THENCE South 89 degrees 58 minutes West along the said fence line, 631.50 feet to an iron stake;

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THENCE South 0 degrees 14 minutes East 277.05
feet to an iron stake;

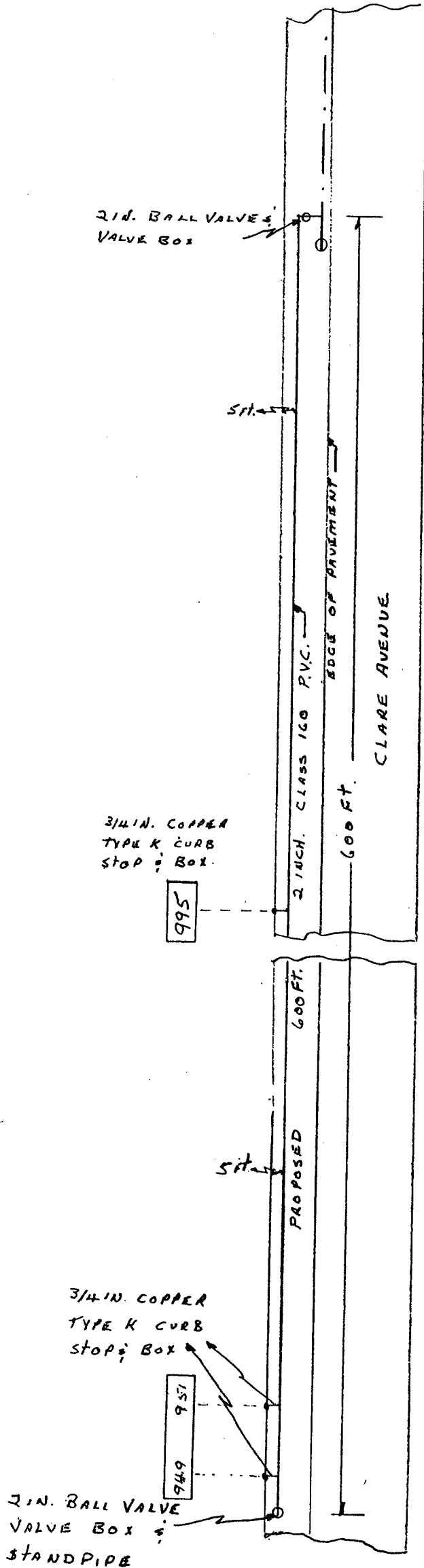
THENCE South 88 degrees 56 minutes West 329.33
feet to an iron stake;

THENCE North 0 degrees 14 minutes West 798.8
feet more or less to the place of beginning.

AND CONTAINING by admeasurement an area of 10.0
acres be the same more or less.

SCHEDULE "B"


 NOV. 12, 1986
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CONDOMINIUM