

THIS AGREEMENT made in triplicate this 8th. day of September, 1987 A.D.

BETWEEN:

THE CORPORATION OF THE TOWN OF
PELHAM

Hereinafter called the "Town"

- and -

DOUGLAS FOWLER,

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 said lands are outside the limits of the Town's Water Area called "Pelham Water Works Area #7", as designated by By-law #960 (1984), passed by the Municipal Council of the Town;

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

AND WHEREAS the Town has agreed to allow the Owner to connect its 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 Owner covenant and agree as follows:

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(1) The Town will permit the Owner to connect to the existing watermain located on the west side of Effingham Street at a point immediately north of the intersection of Effingham Street and Pancake Lane, provided that the Owner shall construct and maintain at its own expense a 25mm diameter municipal plastic 160# pressure lateral watermain for a distance of approximately 60 metres.

(2) The Owner further agrees to return the area of the road allowance, disturbed by the waterline installation, back to its original state.

(3) The Owner at his own expense will construct a 19mm diameter Type "K" copper water service from the lot line of his property to service the buildings on his property.

(4) The Owner further agrees to pay to the Town, and charge its lands, with an annual tax levy variable from year to year and based upon the special water area rate for Pelham Water Works Area #7 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 #7.

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

(6) The Owner further agrees that in the event that the Town of Pelham Council deems it advisable to extend the water service southerly along Effingham Street; that the Owner will not object to this extension and will further agree to pay all fair costs assessable to its property due to the extension and to connect to the new extension within one year of the installation of the waterline extension.

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(7) This Agreement is to binding on the Owner, its 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 his hands and seal.

SIGNED, SEALED AND DELIVERED (THE CORPORATION OF THE
- In the Presence of - (TOWN OF PELHAM

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(ES. Bergensten
(MAYOR

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(Mary Hackett
(CLERK

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(DOUGLAS FOWLER

Kerstin Fowler
WITNESS

(Douglas Fowler
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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 being composed of Part of Lot 6, Concession 9, for the said Township, and being more particularly described as follows:

COMMENCING at a standard iron bar planted at the north-eastern angle of Lot No. 6;

THENCE North $89^{\circ}53'$ West along the northern limit of said lot, seventy point two three (70.23') feet;

THENCE South $89^{\circ}24'$ West along the said northern limit, twenty-six point seven (26.7') feet to an iron bar, and being the place of beginning of the lands hereinafter described;

THENCE South $20^{\circ}26'$ East, two hundred and seventy-eight point eight nine (278.89') feet to a standard iron bar planted on the eastern limit of said lot, and being the western limit of the road allowance between Lots 5 and 6;

THENCE South $3^{\circ}02'30''$ West along the said eastern limit, eighteen point seven (18.7') feet to an iron bar;

THENCE North $89^{\circ}58'$ West, six hundred and seventy-four point eight (674.8') feet to an iron bar;

THENCE north $2^{\circ}37'$ East, two hundred and seventy-three point nine nine (273.99') feet to an iron bar planted on the northern limit of the said lot;

THENCE North $89^{\circ}24'$ East along the said northern limit, five hundred and sixty-five point nine five (565.95') feet to the place of beginning, and containing by admeasurement 3.97 acres more or less.