

STORM AND DRAINAGE EASEMENT

THIS AGREEMENT made in duplicate this 9<sup>th</sup> day of June, 1988 A.D. and authorized by By-law No. 1192 (1988) of the Town of Pelham.

BETWEEN:

*JS*

THE SAWLE SYNDICATE LTD.  
~~SAWLE INVESTMENTS INC.~~

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 an 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 burden and benefit of this easement shall run with the land and shall extend to, be binding on and enure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF SAWLE INVESTMENTS INC. has hereunto affixed its corporate seal duly attested to under the hands of its proper officers in that behalf, this       day of June, 1988.

THE SAWLE SYNDICATE LTD.  
~~SAWLE INVESTMENTS INC.~~

PER: *Don Sawle*

con't.....

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 June, 1988.

THE CORPORATION OF THE TOWN OF PELHAM

E. S. Bergenstem

MAYOR

Mary Harbitt

CLERK

SCHEDULE "A"

PERMANENT EASEMENT

1. In perpetuity to enter on and construct, repair, replace, operate and maintain a storm drainage course, a storm water detention area, and the necessary berms therefor, 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 and across the said lands described as Part 2 on Reference Plan 59R-5827, 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 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.

Provided that the Transferor will not without the prior consent of the Corporation of the Town of Pelham excavate, fill, drill, install or erect any buildings or structures of any kind in or upon that part of the said lands to be used or occupied by the Town of Pelham for the purposes aforesaid nor permit the same to be done by any other person or corporation.

The Corporation of the Town of Pelham covenants and agrees with the Transferor, 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 the Transferor;
- (b) To indemnify and save the Transferor harmless at all times from any damages that may arise as a result of the installation, maintenance, repair, alteration or removal of the aforesaid storm drainage course on or from the lands described;
- (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 practicably possible after the completion of such maintenance or construction work, and any maintenance or construction work shall be carried on by the Corporation of the Town of Pelham with all reasonable dispatch.

con't.....

- (d) The Corporation of the Town of Pelham's construction work and installations to be completed or placed on the lands aforesaid shall be in accordance with Schedule "C" attached hereto, and apart from regular maintenance thereof the Corporation of the Town of Pelham hereby acknowledges that no other construction will take place or change or alterations or variations, without the written consent of the Transferor.

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

OFFICE OF THE:  
MAYOR  
CLERK/ADMINISTRATOR  
TREASURER  
WORKS SUPERINTENDENT  
DEPUTY CLERK/PLANNING ADMINISTRATOR  
DIRECTOR OF PARKS AND RECREATION  
CHIEF BUILDING OFFICIAL AND  
BY-LAW ENFORCEMENT OFFICER

THE CORPORATION OF THE



TELEPHONE  
FONTHILL 892-7807  
FAX - 892-5055  
ADDRESS:  
POST OFFICE BOX 400  
PELHAM MUNICIPAL BUILDING  
20 PELHAM TOWN SQUARE  
FONTHILL, ONTARIO  
L0S 1E0

ADDRESS REPLY ATTENTION OF

## TOWN OF PELHAM

### FAX TRANSMISSION

DATE JUNE 28 / 90

TRANSMISSION TO:

NAME HARRIS, BARR

ADDRESS 39 QUEEN ST  
ST CATHARINES, ONT

FAX NO. 688-5747

ATTENTION CALLUM SHEDDEN

FROM: M. HACKETT

NO. OF PAGES INCLUDING COVER SHEET

6

ORIGINAL TO FOLLOW

YES \_\_\_\_\_ NO X

REPLY REQUESTED

YES/NO/ASAP/NO RUSH  
NO

If you fail to receive the entire transmission or encounter any other reception problems, please call CHERYL at (416) 892-2607.

SCHEDULE "B"

Part of Lot 176, former Township of Thorold, now in the Town of Pelham more particularly described as Part 2 on Reference Plan 59R-5827.