

THIS AGREEMENT made in triplicate this 19th. day of December, 1988 A.D.

BETWEEN:

THE CORPORATION OF THE TOWN OF
PELHAM

Hereinafter called the "Town"

- and -

EMIL MISIURA

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 #1", as designated by By-law #413 (1977), 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 south side of Canboro Road at a point 254 metres west of the intersection of Canboro Road and Church Street, provided that the Owner shall construct and maintain at its his own expense a 19mm diameter municipal copper pressure lateral watermain for a distance of approximately 23 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 #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.

(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 westerly along Canboro Road; 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 binding on the Owner, his 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 hand of its proper officers in that behalf and in witness whereof the Owner has hereunto set his hands.

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

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(*Ind. Gallini*
(MAYOR

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(*Mary H. Hitt*
(CLERK

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(EMIL MISIURA

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(*CEB Misiura*
(EMIL MISIURA

Raf. Kosinski
WITNESS

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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 Village of Fenwick, in the Township of Pelham, in the County of Welland, and being composed of Part of Lot No. 7, on the south side of West Canboro Street, as shown on Registered Plan No. 16 for the Township of Pelham, and being more particularly described as follows: -

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

THENCE easterly along the northern limit thereof two hundred and twenty feet (220') to the place of beginning of the lands hereby described;

THENCE southerly parallel to the western limit of the said lot three hundred and ninety feet (390') to an iron pin;

THENCE easterly parallel to the said northern limit two hundred feet (200') to an iron pin;

THENCE northerly three hundred and ninety feet (390') more or less to a point on the northern limit measured westerly thereon three hundred and twenty feet (320') from the north-western angle of the said lot;

THENCE westerly along the said northern limit two hundred feet (200') more or less to the place of beginning.