

THIS AGREEMENT made in triplicate this  
1989 A.D.

day of ,

BETWEEN:

THE CORPORATION OF THE TOWN OF  
PELHAM

Hereinafter called the "Town"

- and -

PELHAM EVANGELICAL FRIENDS CHURCH

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;

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, 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 Haist Street at a point 58 metres south of the intersection of Haist Street and Quaker Road, provided that the Owner shall construct and maintain at its his own expense a 37mm diameter municipal plastic 160# pressure lateral watermain for a distance of approximately 200 metres at a depth of 1.7 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 37mm diameter plastic 160# water service from the lot line of his property to service the buildings on his property at a depth of 1.7 metres.

(4) There shall be no joints in the water service from its connection with the water meter to its connection with the interior plumbing system of the Church.

(5) The Owner shall construct, at his own expense, a water meter chamber where required by the Town.

(6) 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.

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(7) The Owner further agrees that in the event that the Town of Pelham Council deems it advisable to extend the water service southerly along Haist 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.

(8) This Agreement is to be 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 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

(  
( Ind Boelens

( MAYOR

(  
( Manny Hackett

( CLERK

(

(

( PELHAM EVANGELICAL FRIENDS

( CHURCH

( Sheldon Carl

(  
( Michael Gudniak

(

(

(

Harold Roth

WITNESS

H. J. [Signature]

WITNESS

S C H E D U L E

" A "

FIRSTLY

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 3, Concession 10, for the said Township, and being more particularly described as follows:

COMMENCING at the Northeast angle of said Lot 3;

THENCE Southerly 1857.93 feet along the east boundary of Lot 3 to a point marking the balance of beginning of the lands herein described;

THENCE Southerly 330 feet along the east boundary of Lot 3 to a point;

THENCE Westerly 277.63 feet to a point;

THENCE Northerly 330 feet to a point;

THENCE Easterly 277.63 feet to the place of beginning.

N E Cor  
Lot 3 Con 10

The map shows several land parcels with the following details:

- Top Parcel:**
  - Dimensions: 65' (left), 276' 47" (top), 132' (right), 112' 63" (bottom).
  - Orientation: NORTH (left), NORTH (right).
  - Text: INST. No. 28316 B.
- Left Parcel (L O T):**
  - Dimensions: 69' 63" (top), 138' (left), 43' (right), 138' (bottom).
  - Text: INST. No. 6289.
  - Handwritten: LANDS TO BE CONVEYED TO CHURCH conveyed to Church by the Will executed Decd # 195166.
- Middle Parcel (I N T R U M E N T):**
  - Dimensions: 330' (left), 330' (right), 33' (top), 43' (bottom).
  - Text: INST. No. 14060.
- Right Parcel (3):**
  - Dimensions: 277' 63" (top), 132' (left), 786' (right), 132' (bottom).
  - Text: PRESENT LANDS OF PELHAM EVANGELICAL FRIENDS CHURCH.
  - Handwritten: Parts sold in Green conveyed to Church by D.C. deed # 199273.
- Bottom Parcel (LOT 2):**
  - Dimensions: 330' (left), 330' (right), 132' (top), 132' (bottom).
  - Text: HAIST ROAD.

*J. Clarke*

CLARKE AND LANE  
ONTARIO LAND SURVEYORS  
WELLAND - ONTARIO

DATE 14, MAY 1973 FILE 65-57