

THIS AGREEMENT made in triplicate this day of , 1994 A.D.

BETWEEN:

THE CORPORATION OF THE TOWN OF
PELHAM

Hereinafter called the "Town"

-and-

CATHY WILSON

Hereinafter called "Owner"

WHEREAS Mrs. Wilson purports to be the Owner of the subject lands described in Schedule "A" attached to this agreement;

AND WHEREAS Mrs. Wilson is desirous of obtaining a potable water supply for the lands described in Schedule "A";

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

- (1) The Town shall construct a 150mm diameter watermain on Giles Crescent from Linden Avenue to approximately 45m south of Linden Avenue to provide a potable water supply to the lands of The Owner, Municipally known as Giles Crescent. The watermain shall be located within the road allowance of Giles Crescent.
- (2) The Town shall construct a 20mm diameter type "K" copper water service from the 150mm diameter watermain to the lot line of The Owner's lands with the necessary curb stops to service the lands described in schedule "A" of this Agreement.
- (3) The Owner, at her expense, agrees to construct a 20mm type "K" copper water service from the lot line of her property to service the single family dwelling proposed to be constructed on the property.
- (4) 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 Town for water consumption as recorded by the aforesaid water meter.

(5) The Owner agrees to the following cost sharing formula with respect to the construction of the watermain on Giles Crescent and the proposed watermain replacement on Linden Avenue.

	Town	The Owner
Connection to existing watermain on Linden Avenue	50%	50%
Installation of isolating valve	50%	50%
Installation of 150mm diameter watermain on Giles Crescent		100%
Installation of 20mm diameter water service to Mrs. Wilson's lands		100%
Installation of blow-off assembly at limit of watermain	50%	50%
Engineering costs and permits	50%	50%

(6) Upon the award of the tender for the construction of the watermain, The Owner will pay to the Town a sum of money equal to 125% of the tender price for the construction of that portion of the watermain, appurtenances and expenses identified in Item 5.

(7) This Agreement is to be binding on The Owner, her heirs, executors, administrators, successors.

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 have hereunto set her hand and seal.

SIGNED, SEALED & DELIVERED

- In The Presence Of -

(THE CORPORATION OF THE

(TOWN OF PELHAM

(*John G. Goleen*
MAYOR

(*Mary Hackett*
CLERK

(*Cathy Wilson*
CATHY WILSON

Wilson
WITNESS

SCHEDULE

" 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, in the County of Niagara South and more particularly described as follows:

Part of Block L, registered plan 25, Village of Fonthill (now known as plan 717), now in the Town of Pelham identified as Parts 1 and 2 of plan 59R-8759.

[illegible]