

THIS AGREEMENT made in triplicate this 15th. day of August, 1994 A.D.

BETWEEN:

THE CORPORATION OF THE TOWN OF PELHAM

HEREINAFTER CALLED THE "TOWN"

– and –

THOMAS AND LESLEY COYNE

HEREINAFTER CALLED THE "OWNERS"

WHEREAS the Owners purport to be the Owners 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 Owners are desirous of connecting their lands with the town's water system;

AND WHEREAS the Town has agreed to allow the Owners to connect their 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 Owners covenant and agree as follows:

- (1) The Town will permit the Owners to connect to the existing watermain located on the west side of Pelham Street North at a point opposite the north property line of House #1714 Pelham Street, provided that the Owners shall construct and maintain, at their own expense, a 19mm diameter municipal copper pressure lateral water service for a distance of 3 metres.
- (2) The Owners further agree to return the area of the road allowance, disturbed by the waterline installation, back to its original state.
- (3) The Owners, at their own expense, will construct a private water service from the lot line of their property to serve the single family dwelling, municipally known as 1720 Pelham Street, in accordance with Town of Pelham Water By-law and Ontario Building Code.

- (4) The Owners further agree to pay to the Town, and charges to their lands, with an annual tax levy variable from year to year and based upon the special water area rate for the Fonthill Water Works, as prescribed from year to year by the Municipal Council of the Town and payable on all of the assessed landowners within the Fonthill Water Works Area.
- (5) The Owners further agree to pay for the cost of a water meter and all the water bills levied from time to time by the municipality.
- (6) The Owners further agree that in the event that the Town of Pelham Council deems it advisable to extend the water service northerly along Pelham Street, that the Owner will not object to this extension and will further agree to pay all fair costs assessable to their property due to the extension and to connect to the new extension within one year of the installation of the waterline extension.
- (7) This Agreement is to be binding on the Owners, their heirs, executors, administrators, successors, assigns forever and shall be registered against the title of the Owners 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 Owners have hereunto set their hands.

SIGNED, SEALED AND DELIVERED

(THE CORPORATION OF THE

(TOWN OF PELHAM

(*K. D. Collins*

(MAYOR

(*Mary Hackett*

(CLERK

(*Thomas Coyne*

(THOMAS COYNE

(*Lesley Coyne*

(LESLEY COYNE

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[Signature]
[Signature]

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, formerly in the County of Welland, in the Province of Ontario and being composed of Part of Lot 1 in the Sixth Concession of the former Township of Pelham and premising that the easterly limit of said lot has an astronomic bearing of N 0° 30' 30" W and relating all bearings herein thereto the said parcel may be more particularly described as follows:

COMMENCING at an iron bar planted in the easterly limit of said Lot distant therein 368.0 feet measured on a bearing of N 0° 30' 30" W from the southeasterly angle of said lot;
THENCE N 0° 30' 30" W along the said easterly limit 117.0 feet to a point, which said point is the point of commencement of the herein described parcel;
THENCE S 89° 06' W parallel to the southerly limit of said lot 190.0 feet to an iron bar;
THENCE S 0° 30' 30" E 117 feet to a point;
THENCE S 89° 06' W 40 feet to a point;
THENCE S 0° 30' 30" E 45 feet to an iron bar;
THENCE S 89° 06' W 300 feet to an iron bar;
THENCE S 0° 30' 30" E 75 feet to an iron bar;
THENCE S 89° 06' W 358.75 feet to a standard iron bar found in a fence;
THENCE S 4° 53' W along said fence 249.27 feet to an iron bar planted in the southerly limit of said lot;
THENCE S 89° 06' W along said southerly limit 400.9 feet to an iron bar marking the southwesterly angle of said lot;
THENCE N 0° 23' W along the fence marking the westerly limit of said Lot 825.0 feet to an iron bar planted at its intersection with a fence running easterly;
THENCE N 89° 02' 30" E along said last mentioned fence and its easterly production 1311.3 feet to a concrete post found in the easterly limit of said lot;
THENCE S 0° 30' 30" E along said easterly limit 341.24 feet more or less to the point of commencement;
AND CONTAINING BY ADMEASUREMENT an area of 18.08 acres be the same more or less.