

THIS AGREEMENT dated this 3rd day of October, 2005

NOVEMBER

BETWEEN:

JOHN KLASSEN

OF THE FIRST PART

Hereinafter called the "Owner",

- and -

THE CORPORATION OF THE TOWN OF PELHAM

Hereinafter called the "Town",

OF THE SECOND PART

WHEREAS the Owner is the owner of the lands described as Part Lot 12, Concession 9 Township of Pelham, being Part 1 on Plan 59R-12834, and being all of PIN 64031-0435 LT (the "Lands");

AND WHEREAS the Town requires the Owner agree to certain terms and conditions for the development of the Lands.

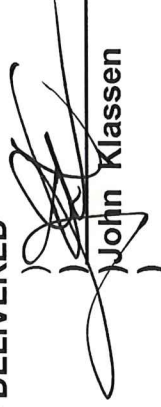
NOW THEREFORE THIS AGREEMENT WITNESSETH and in consideration for the Town approving the proposed development of the Lands and other good and valuable consideration (the receipt whereof is hereby acknowledged), the Parties hereto mutually covenant and agree as follows:

1. The Owner covenants and agrees to register this Agreement against the Lands.
2. The Owner covenants and agrees that they have no objections to any future extension of a municipal waterman easterly on Memorial Drive and such owner will agree to pay any new watermain frontage assessment charges against the properties under the Municipal Act. All costs associated with such agreement are to be borne by the applicant.
3. This agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the Party of the First Part have hereunto set their hands and seals and the Party of the Second Part has hereto affixed its Corporation Seal attested by the hands of its duly authorized officers.

SIGNED, SEALED AND DELIVERED

In the presence of:


John Klassen

) The Corporation of the Town of
) Pelham

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) 
) Per: Mayor Ronald Leavens

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) 
) Per: Clerk Cheryl Miclette