

THE CORPORATION OF THE

T O W N O F P E L H A M

BY-LAW #392 (1976)

Being a by-law to authorize the Mayor and Clerk to execute an agreement with the Regional Municipality of Niagara for permanent easements and right-of-ways for the purpose of a sewer force-main and other appurtenances connected with the Park Lane Pumping Station and also for the purpose of a watermain and other appurtenances connected with the two water pump houses.

WHEREAS Council deems it desirable to enter into an agreement with the Regional Municipality of Niagara for permanent easements and right-of-ways for the purpose of a sewer forcemain and other appurtenances connected with the Park Lane Pumping Station and also for the purpose of a watermain and other appurtenances connected with the two water pumphouses;

NOW THEREFORE COUNCIL OF THE CORPORATION OF THE TOWN OF PELHAM ENACTS AS FOLLOWS:

- (1) THAT the agreement attached hereto be made part of this by-law between the Corporation of the Town of Pelham and the Regional Municipality of Niagara be and the same is hereby approved.
- (2) THAT the Mayor and Clerk be and each of them is hereby authorized and instructed on behalf of the Corporation to execute the said agreement and the Clerk is hereby authorized to affix the Corporate Seal thereto.

READ A FIRST, SECOND AND THIRD TIME
AND FINALLY PASSED BY COUNCIL THIS
22nd. DAY OF November, 1976 A.D.

MAYOR

SS Bergenstein

CLERK

[Signature]

THIS AGREEMENT made in triplicate this 8th day of October, 1976.

B E T W E E N:

THE CORPORATION OF THE TOWN OF PELHAM,
hereinafter called the "Town"

- and -
OF THE FIRST PART

THE REGIONAL MUNICIPALITY OF NIAGARA,
hereinafter called the "Region"

OF THE SECOND PART

WHEREAS the Town owns the lands described in Schedule "A" hereto annexed and shown as Parts 2, 4, 5, 7, 8 and 10 on a Reference Plan received and deposited in the Registry Office for the Registry Division of Niagara South on July 29th, 1974, as Plan No. 59 R 902.

AND WHEREAS the Region has requested the Town to grant to the Region an easement in perpetuity over its said lands described first in Schedule "A" hereto annexed for the purpose of a sewer forcemain and other appurtenances connected with the Parklane Pumping Station in the Town of Pelham and an easement in perpetuity over those lands described secondly in Schedule "A" hereto annexed for the purposes of a watermain and other appurtenances connected with the two water pump houses located on Block H and L on registered Plan No. 25.

AND WHEREAS the Town has agreed to grant such an easement to the Region subject to the terms, conditions and agreements hereinafter contained.

NOW THIS INDENTURE WITNESSETH that in consideration of mutual covenants and agreements hereinafter respectively reserved and contained and the sum of TWO (\$2.00) Dollars, of lawful money of Canada paid by the Region to the Town, the receipt whereof is hereby acknowledged, the Town hereby grants and conveys unto the Region its successors and assigns the free, uninterrupted and unobstructed rights and easements as follows:

Permanent Easement

In perpetuity to enter on and construct, repair, replace, operate and maintain the aforesaid forcemain and all appurtenances thereto, as the Region may from time to time or at any time hereafter deem requisite under, along and across the said lands described firstly in Schedule "A" hereto annexed and in perpetuity to enter on and construct replace, operate and maintain the aforesaid watermain and all appurtenances thereto, as the Region may from time to time or at any time hereafter deem requisite under, along and across the said lands described secondly in Schedule "A" hereto annexed.

Right-of-way

Together with the right of free and unimpeded access to the Region, its workmen, contractors and agents, supplies, equipment and vehicles at all times and for all purposes and things necessary for or incidental to the exercise and enjoyment of the rights hereby granted over the lands described in Schedule "B" hereto annexed.

In addition to the aforesaid easements and right-of-ways and subject to the general terms and conditions hereinafter contained, the Town hereby assigns and conveys to the Region all its right, title and interest in the easements and right-of-ways over those lands described thirdly and fourthly in Schedule "A" hereto annexed.

The Region covenants and agrees with the Town that the Region will at all times hereafter:

- a) Exercise the rights and easements granted in such a manner as to do as little damage as possible to the property of the Town;
- b) To indemnify and save the Town harmless at all times from damages that may arise as a result of the installation, maintenance, repair, alteration or removal of the aforesaid sewer forcemain, watermain or other works on or from the lands described in Schedule "A";
- c) In the event of construction, repairs or maintenance work being carried on by the Region on the lands covered by this easement, the Region will do the work necessary to return the lands to their former state as soon as practically possible after the completion of such maintenance or construction work. Any maintenance or construction work shall be carried on by the Region with all reasonable dispatch.

The ownership of the aforesaid forcemain, watermain, equipment and other works installed within the aforesaid easement shall remain with the Region.

The Town shall have the right to use and enjoy fully the said lands except as may be necessary for any of the purposes hereby granted to the Region; provided that the Town shall not without prior consent of the Region excavate, fill, drill or install or erect any buildings or permit to be excavated, filled, drilled or installed or erected any buildings in or upon that part of the said lands used or occupied by the Region for the purpose of the aforesaid forcemain and watermain. The Region shall not unreasonably withhold such consent, and if the Region is unwilling to grant such consent it shall notify the Town within a period of thirty days from such request for consent.

This agreement and everything herein contained shall extend to and include the parties hereto and their respective successors and assigns.

WITNESS the corporate seals of the corporation under the hands of their respective signing officers duly authorized in that behalf.

THE CORPORATION OF THE TOWN OF PELHAM

(Mayor)

(Clerk)

THE REGIONAL MUNICIPALITY OF NIAGARA

(Chairman)

(Clerk)

SCHEDULE "A"

FIRSTLY:

Permanent Easement for Sewer Forcemain

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 Village of Fonthill in the County of Welland), and being composed of all that portion of Lots 52, 55, 56, Blocks H & L, Plan 25, designated as Parts 2, 4 and 5 on a Reference Plan received and deposited in the Registry Office for the Registry Division of Niagara South on July 29th, 1974, as Plan No. 59 R 902.

SECONDLY:

Permanent Easement for Watermain

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 Village of Fonthill in the County of Welland), and being composed of all that portion of Lots 52, 55, 56, Blocks H & L, Plan 25, designated as Parts 4, 8 and 10 on a Reference Plan received and deposited in the Registry Office for the Registry Division of Niagara South on July 29th, 1976 as Plan No. 59 R 902.

THIRDLY:

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 Village of Fonthill, in the County of Welland and being composed of that part of Lot No. 56 on the north side of Canboro Road as shown on registered Plan No. 25 for the said Village of Fonthill, now known as Plan No. 717 and shown as Part 2 & 3 on a plan received and deposited in the Registry Office for the Registry Division of Niagara South as Plan 59 R 1691.

FOURTHLY:

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 Village of Pelham in the County of Welland), and being composed of all that part of Lot 55, Plan 25, designated as Part 1 on a Reference Plan received and deposited in the Registry Office for the Registry Division of Niagara South as Plan 59 R 902.

SCHEDULE "B"

Right-of-Way

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 Village of Fonthill in the County of Welland), and being composed of all that portion of Lots 52, 55, 56, Blocks H & L, Plan 25, designated as Parts 2, 4, 5, 7 and 10 on a Reference Plan received and deposited in the Registry Office for the Registry Division of Niagara South on July 29th, 1974, as Plan No. 59 R 902.

