

THIS INDENTURE made this day of October, A.D.
1978.

BETWEEN:

ROMAN CATHOLIC EPISCOPAL CORPORATION FOR THE
DIOCESE OF ST. CATHARINES IN CANADA,

HEREINAFTER CALLED

THE "GRANTOR"
OF THE FIRST PART

AND

THE CORPORATION OF THE TOWN OF PELHAM,

HEREINAFTER CALLED

THE "GRANTEE"
OF THE SECOND PART

WHEREAS the Grantor is seised of certain lands and premises, over which at present runs the flow of storm water from the lands of the Grantee, as more particularly described in Schedule "B" hereto.

AND WHEREAS to provide for the orderly development of the lands of both the Grantor and Grantee, it is expedient that an agreement be entered into for the diversion of storm water as hereinafter provided.

NOW THEREFORE this agreement witnesseth, that in consideration of the sum of One (\$1.00) Dollar now paid by the Grantee to the Grantor, receipt whereof is hereby acknowledged, and of the mutual covenants and agreements herein contained, the Grantor grants unto the Grantee, its successors and assigns the easement and right:

(a) In perpetuity, to enter on and construct, maintain, alter and repair a storm drainage system, including all appurtenances thereto, as the Grantee may from time to time or at any time hereafter deem requisite upon, over, under, along and across the said lands described in Schedule "A" to this agreement, together with the right of free and unimpeded access to the Corporation of the Town of Pelham, 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 the said Schedule "A".

(b)1 The Grantee covenants with the Grantor that it will at all times hereafter:

(i) Exercise the rights and easements granted to it in such a manner as to do as little damage as possible to the property of the Grantor.

(ii) To indemnify and save harmless the Grantor from damages that may arise as a result of the installation, maintenance, repair, alteration or removal of the afore-said storm drainage system or other works carried out by the Grantee, pursuant to its direction on the lands described in Schedule "A".

(iii) To do the work necessary to return the lands to their former state and condition as prior to the commencement of construction or of any subsequent work upon the said land, such maintenance or construction work to be carried on by the Grantee with all reasonable dispatch.

(c) The Grantor covenants with the Grantee that it will not without the prior consent of the Grantee excavate, fill, drill, or install or erect any buildings, fences or structures on the said land described in Schedule "A" hereto.

(d) The Grantor further covenants to keep the land clear of all brush, trees and other obstructions as may be necessary for the use of the said easement by the Grantee.

(e) This agreement and everything herein contained shall extend to and include the parties hereto and their respective successors and assigns, and is declared to be appurtenant to and for the benefit of the lands of the Grantee more particularly described in Schedule "B" to this agreement.

IN WITNESS WHEREOF the parties have hereto affixed their respective corporate seals, duly attested by their proper officers in that behalf.

) ROMAN CATHOLIC EPISCOPAL CORPORATION FOR
) THE DIOCESE OF ST. CATHARINES IN CANADA
)
)
) PER: _____
)
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) PER: _____
)
)
) THE CORPORATION OF THE TOWN OF PELHAM
)
)
) PER: _____ Mayor
)
) PER: *[Signature]* Clerk

SCHEDULE "A"

ALL AND SINGULAR that certain parcel and 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 Block "C" according to registered plan number 25 for the said Village of Fonthill and being designated as part 2 according to reference plan number 59R- deposited in the Registry Office for the Registry Division of Niagara South.

SCHEDULE "B"

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 Province of Ontario and being composed of part of Lots 26, 32 and 33 as shown on a compiled plan of the said Village of Fonthill registered as plan number 25 for the said Village, now known as Plan number 717 and being more particularly described by C. J. Clarke, O.L.S. as follows:

COMMENCING at a round iron bar planted at the north-easterly angle of the said Lot 26;

THENCE south 0 degrees, 31 minutes, 30 seconds east along the fence line along the easterly limit of the said lot, 60 feet to a standard iron bar planted at the place of beginning of the parcel to be described;

THENCE continuing south 0 degrees, 31 minutes, 30 seconds east along the said fence line 488.19 feet to a standard iron bar planted at the south-easterly angle of the said lot;

THENCE south 89 degrees, 56 minutes, 30 seconds west along the fence line along the southerly limit of the said lot, 293.7 feet to a round iron bar;

THENCE north 3 degrees, 04 minutes west, 41.0 feet to a standard iron bar;

THENCE south 89 degrees, 49 minutes west, along a southerly limit of the said lot, 74.28 feet to a round iron bar planted at the south-westerly angle of the said lot;

THENCE north along the westerly limit of the said lot and its northerly production 398.3 feet to a standard iron bar planted in the southerly limit of the 8 foot right-of-way mentioned in deed no. 196 for the Village of Fonthill;

THENCE north 89 degrees, 39 minutes east along the said southerly limit, 25.95 feet to a round iron bar planted at the south-easterly angle of the said right-of-way;

SCHEDULE "B" continued

THENCE north 95.28 feet to a round iron bar planted in the existing fence line along the northerly limit of Lot 33;

THENCE north 89 degrees, 22 minutes east along the said fence line, 47.47 feet to a round iron bar;

THENCE south 15 degrees, 18 minutes east, 60 feet to a standard iron bar;

THENCE north 87 degrees, 37 minutes east, 272.7 feet to the place of beginning.

AND CONTAINING by admeasurement an area of 4.042 acres be the same more or less.

PREMISING that the easterly limit of said Lot 26 is on a bearing of north 30 degrees, 31 minutes, 30 seconds west astronomic, and relating all bearings herein thereto.////

DATED: OCTOBER 1978

ROMAN CATHOLIC EPISCOPAL CORPORATION
FOR THE DIOCESE OF ST. CATHARINES IN
CANADA

- and -

THE CORPORATION OF THE TOWN OF PELHAM

AGREEMENT

BROOKS, MACFARLANE,
Barristers and Solicitors,
76 Division Street,
Welland, Ontario.

DJM:jf