

THIS AGREEMENT made in duplicate this 31st  
day of August, 1979

BETWEEN:

THE CORPORATION OF THE TOWN OF PELHAM

Hereinafter called the "Town"

- and -

HARRY JANSEN and C. HENRY JANSEN

Hereinafter called the "Owners"

WHEREAS the Owners purport to be the owners of 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 and being composed of that part of Lot 9, Concession 6, for the Township of Pelham, shown as Part 1 on a Reference Plan deposited in the Land Registry Office for the Registry Division of Niagara South on October 19th, 1977 as Plan 59R-2217;

AND WHEREAS the Owners are desirous of receiving Town approval for a tile drain loan pursuant to The Tile Drainage Act, R. S. O., 1970, Chapter 461;

AND WHEREAS the Town has agreed to approve the aforementioned tile drain loan, subject to certain terms and conditions;

AND WHEREAS the owners' property will ultimately drain into the Town's storm sewer drainage ditch running along the northerly side of Tice Road in the said Town;

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 hereby approves a tile drainage loan in the amount of THREE THOUSAND, ONE HUNDRED DOLLARS (\$3,100.00) to the Owners for the under draining of the aforementioned property.

2. The Owners hereby agree to bear all costs of any future cleaning of the ~~XXXXXXXXXXXX~~ south end of Tice Road *7. CB* ditch necessitated by the operation of the owners' drainage system.

3. The Owners further agree to indemnify and hold the Town harmless from and against any and all loss, damage, liability and costs and expenses resulting from the draining of the property caused by any act or admission or commission on the part of the owners or any of their agents, servants, or employees, from all claims, damages, suits or rights of any persons, firms or corporation arising from the owners' drainage of their property.

4. The Owners further agree that if and when the Town relocates the drainage culvert into which the owners' farm tile outlet empties, the Owners hereby agree to relocate the aforementioned farm tile outlet to their property line, which relocation shall be solely at the Owners' expense.

5. This agreement is to be binding upon the Owners, their heirs, executors, administrators, successors and assigns forever and shall be registered against the title of the Owners.

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 Owners have hereunto set their hands and seals.

SIGNED, SEALED AND DELIVERED )

In the presence of )

) THE CORPORATION OF THE TOWN OF  
) PELHAM

) PER: Doug. Beamer  
) Acting Mayor

) PER: ELH?  
) Clerk

Gordon Cherry

) Garry Jensen

) x Cherry Jensen

\*See

hon  
sep

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