

THIS AGREEMENT made in duplicate this 22nd day of November, 1979.

BETWEEN:

THE CORPORATION OF THE TOWN OF PELHAM

Hereinafter called the "Town"

- and -

MORRIS IWASYKIW

Hereinafter called the "Owner"

WHEREAS the Owner purports to be the owner 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 #2 called "Fonthill Water Works Area" as designated by By-law #72 (1970) passed by the Municipal Council of the Town;

AND WHEREAS the Owner is desirous of connecting the lands with the Town's water system;

AND WHEREAS the Town has agreed to allow the Owner to connect his lands to the Pelham Water System within the aforementioned water area, subject to certain terms and conditions;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the covenants herein contained the Town and the Owner covenants and agree as follows:

1. The Town will permit the owner to connect in to the existing watermain located on the south side of Highway 20 just to the east of the property described in Schedule "A", provided that the Owner shall construct at his own expense a 150 mm AC watermain for a distance of 30 metres as described on Drawing 186 PP dated October 25th, 1979 and as prepared by Barr Associates and approved by the Town Engineer, October 25th, 1979, and which drawing is attached hereto and marked as Schedule "B".

2. The Owner at his own expense will construct a 25 mm copper water service to service the building on his property.

3. All costs to install, prepare plans, including but not limited to inspection fees, and all legal costs necessary in preparing and registering this agreement on title, shall be paid by the Owner.

4. The Owner further agrees to pay to the Town, and charge his lands, with an annual tax levy variable from year to year and based upon the special water area rate for Fonthill Water Area #2 as prescribed from year to year by the Municipal Council of the Town and payable on all of the assessed land owners within the Tons Water Area #2.

5. The Owner further agrees to pay all the water bills as levied from time to time by the municipality.

6. The Owner further agrees that in the order of the Town Council of the Town deems it advisable to extend the water service either westerly along #20 Highway or northerly along Lookout Street; that the Owner will not object to this extension and will further agree to pay all fair costs ^X assessible to his property due to the 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 hands of its proper officers in that behalf and in witness whereof the Owner has hereunto set his hand and seal.

SIGNED, SEALED AND DELIVERED)

In the presence of)

LLOYD J. TUNNACLIFFE
A Commissioner, etc., Judicial
District of Niagara South for the
Corporation of the Town of Pelham.
Expires June 15th 1981.)

) THE CORPORATION OF THE TOWN OF
) PELHAM

PER:

E.S. Bergen

PER:

E.P. Wagg DEPUTY CLERK

Morris Iwaszkiw
MORRIS IWASZKIW

as to the signature
of Morris Iwaszkiw

AFFIDAVIT OF SUBSCRIBING WITNESS

Dye & Dymally Limited - Toronto, Ont.

Form No. 347

I, John Withrow
of the CITY OF TORONTO
in the MUNICIPALITY OF METROPOLITAN TORONTO

make oath and say:

I am a subscribing witness to the attached instrument and I was present and saw it executed
at THE CITY OF TORONTO by MORRIS IWASYKIW

*See footnote

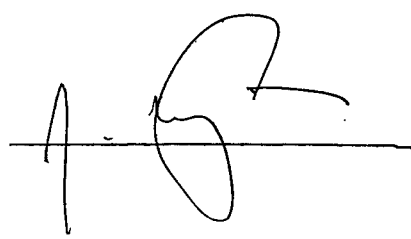
*See footnote

I verily believe that each person whose signature I witnessed is the party of the same name referred to in the instrument.

SWORN before me at the CITY OF TORONTO, IN
THE MUNICIPALITY OF METROPOLITAN
Toronto

this 14th day of DECEMBER 1979.


A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.



* Where a party is unable to read the instrument or where a party signs by making his mark or in foreign characters add "after the instrument had been read to him and he appeared fully to understand it". Where executed under a power of attorney insert "(name of attorney) as attorney for (name of party)"; and for next clause substitute "I verily believe that the person whose signature I witnessed was authorized to execute the instrument as attorney for (name)".

MARCH, 1978

AFFIDAVIT AS TO AGE AND SPOUSAL STATUS

I/~~WE~~ MORRIS IWASYKIW
of the CITY OF TORONTO
in the MUNICIPALITY OF METROPOLITAN TORONTO

* If attorney
see footnote

make oath and say: When I executed the attached instrument,

I/~~WE~~ was at least eighteen years old.

Within the meaning of section 1(f) of The Family Law Reform Act, 1978:—

Strike out
inapplicable
clauses.

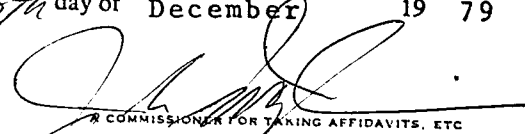
- a) I was a spouse.
- b) We were spouses of one another.
- c) was my spouse.
- d. I was a resident of Canada within the meaning of The Income Tax Act of Canada.

**Not a
Matrimonial
Home, etc.
see footnote.

Resident of
Canada, etc.

(SEVERALLY) SWORN before me at the CITY OF
TORONTO, IN THE MUNICIPALITY
OF METROPOLITAN TORONTO

this 5th day of December 19 79


A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.



* Where affidavit made by attorney substitute: "When I executed the attached instrument as attorney for (name), he/she was (spousal status and, if applicable, name of spouse) within the meaning of Section 1(f) of The Family Law Reform Act, 1978, and when he/she executed the power of attorney, he/she had attained the age of majority".

** Where spouse does not join in or consent see Section 1(f) of The Family Law Reform Act, 1978.

S C H E D U L E " 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 Township of Pelham, in the County of Welland, and Province of Ontario, and being composed of part of Lot 4, in the Eighth Concession of said Township.

PREMISING that the Southerly limit of the King's Highway No. 20 according to Deposited Plan 447 has a bearing of N $88^{\circ} 22' 35''$ E and relating all bearings herein thereto, the said parcel may be more particularly described as follows:

COMMENCING at a standard iron bar marking the intersection of the Westerly limit of said Lot with the Southerly limit of the King's Highway No. 20 according to Deposited Plan 447 for the said County; THENCE N $88^{\circ} 22' 35''$ E., along the Southerly limit of said Highway 150.0 feet to an iron bar planted at the most Northerly angle of lands described in Registered Instrument No. 35163A for the said Township, said iron bar being the place of beginning of the herein described parcel;

THENCE S $1^{\circ} 31'$ E., along the Easterly limit of said last mentioned lands 340.0 feet to an iron bar marking the South-Easterly angle thereof;

THENCE S $88^{\circ} 22' 35''$ W., along the Southerly limit of said lands 150.0 feet to an iron bar planted in the Westerly limit of said lot;

THENCE S $1^{\circ} 31'$ E., along the Westerly limit of said Lot 351.9 feet to an iron bar found in the fence along the Southerly limit of the lands herein described;

THENCE N $89^{\circ} 27' 30''$ E., along said fence 1429.84 feet more or less to the Easterly limit of said Lot;

THENCE N $0^{\circ} 32' 30''$ W., along said Easterly limit 711.15 feet more or less to its intersection with the Southerly limit of the King's Highway No. 20 according to Deposited Plan 447;

THENCE S $89^{\circ} 35' 30''$ W., along said Southerly limit 369.32 feet to a standard iron bar found marking an angle therein;

THENCE S $88^{\circ} 22' 35''$ W., continuing along said Southerly limit 922.46 feet more or less to the place of beginning.

AND CONTAINING by admeasurement an area of 22.048 acres be the same more or less.