

THIS AGREEMENT made in duplicate this 24th day of May, 1979.

B E T W E E N:

THE REGIONAL MUNICIPALITY OF NIAGARA,

hereinafter called the GRANTOR

OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWN OF PEIHAM,

hereinafter called the GRANTEE

OF THE SECOND PART

WHEREAS the Grantor is the registered owner of the lands described in Schedule "A" hereto annexed and shown as Parts 1, 2, 3, 4 and 5 on a Reference Plan received and deposited in the Registry Office for the Registry Division of Niagara South as Plan 59R-2848.

AND WHEREAS the Grantee has requested the Grantor to grant to the Grantee an easement in perpetuity over part of the lands described in Schedule "A" hereto annexed and more particularly described as Parts 4 and 5 on a Reference Plan received and deposited in the Registry Office for the Registry Division of Niagara North as Plan 59R-2848 for the purpose of maintaining a twelve-inch, eight-inch and six-inch diameter watermain and other appurtenances connected therewith.

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

NOW THEREFORE this indenture witnesseth that in consideration of mutual covenants and agreements hereinafter respectively reserved and contained and the sum of ONE (\$1.00) Dollar, of lawful money of Canada, paid by the Grantee to the Grantor, the receipt whereof is hereby acknowledged, the Grantor hereby grants and conveys to the Grantee its successors and assigns, the free, uninterrupted and unobstructed rights and easements as follows:

Permanent Easement.

In perpetuity to enter on and repair, replace, operate and maintain a twelve-inch, eight-inch and six-inch diameter watermain and other appurtenances thereto as the Grantee may

from time to time or at any time hereafter deed requisite under, along and across the said lands described as Parts 4 and 5 on Reference Plan 59R-2848 as shown on Schedule "A" hereto annexed.

The Grantee covenants and agrees with the Grantor that the Grantee will at all times hereafter:

- (a) Exercise its rights and easements granted in such a manner as to do as little damage as possible to the property of the Grantor;
- (b) To indemnify and save the Grantor harmless at all times from damages that may arise as a result of the installation, maintenance, repair, alteration or removal of the aforesaid watermain from the lands described as Parts 4 and 5 on Reference Plan 59R-2848 and shown on Schedule "A" hereto annexed.
- (c) In the event of construction or maintenance work being carried on by the Grantee on the lands covered by this easement, the Grantee 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 Grantee with all reasonable dispatch.

The ownership of the aforesaid watermain and other works installed within the aforementioned easement shall remain with the Grantee.

This agreement and everything herein contained shall extend to and include the parties hereto and their respective heirs,

successors and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto
affixed their corporate seals under the hands of their
proper signing officers duly authorized in that behalf.

THE REGIONAL MUNICIPALITY OF NIAGARA

APPROVED AS TO FORM

(Chairman)

REGIONAL SOLICITOR

(Clerk)

THE CORPORATION OF THE TOWN OF PELHAM

(Mayor)

(Clerk)

TOWN OF PELHAM
CERTIFIED A TRUE COPY

CLERK

SCHEDULE "A"

All and singular that certain parcel or tract of land and premises situate, lying and being in the former Township of Pelham, in the County of Welland, now the Town of Pelham in the Regional Municipality of Niagara, and being composed of all that part of Lot 1, Concession 8, in the former Township of Pelham, designated as Parts 4 and 5 on a Reference Plan received and deposited in the Registry Office for the Registry Division of Niagara South as Plan 59R-2848.

Dated May 24th 1979.

THE REGIONAL MUNICIPALITY OF
NIAGARA

- and -

THE CORPORATION OF THE TOWN
OF BELHAM

EASEMENT AGREEMENT

Frank L. Walsh, O.C.,
Regional Solicitor,
150 Berryman Ave., Box 3025,
St. Catharines, Ontario.
L2R 7E9

(WM-10-3)

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