

THIS AGREEMENT made in triplicate this 10th. day of November, 1980 A.D.

BETWEEN:

THE CORPORATION OF THE TOWN OF PELHAM,

Hereinafter called the "Town"

- and -

JAMES DOONER,

Hereinafter called the "Owner"

WHEREAS the Owner purports to be the Owner of the subject lands, as described in Schedule "A" attached to this agreement;

AND WHEREAS the said lands are within the limits of the Towns "Pelham Water Works Area No. 1" as designated by By-law #413 (1977) as passed by the Municipal Council of the Town;

AND WHEREAS the Owner is desirous of connecting his lands with the Towns water system;

AND WHEREAS the Town has agreed to connect the lands of the Owner to its 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 COVENANT AND AGREE AS FOLLOWS:

- (1) THE Town shall connect in a manner hereinafter set out the lands of the Owner to the Towns watermain located on Balfour Street, in the Town, which main is within the Town's aforementioned water area,
- (2) THE Town further agrees to install a one (1) inch lateral water line from the Town's aforementioned watermain to a point on the property line of the lands of the Owner. The choice of the said point is to be at the discretion of the Town.
- (3) THE Town further agrees to make the installation at a cost to the Owner of the actual costs incurred by the Town for material and labour needed to install the line. Total cost not to exceed One Thousand, Five Hundred Dollars (\$1,500.00).
- (4) THE Owner agrees to pay to the Town the actual costs incurred by the Town for material and labour needed to install the line as set out in the preceding paragraph, to the aforementioned limit of One Thousand, Five Hundred Dollars (\$1,500.00)
- (5) THE Owner further agrees to permit the Town to disconnect the temporary line when a permanent water line has been installed by the Town to a point adjacent to all or part of the property of the Owner at which time

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the Owner shall connect his property to the permanent lateral connection installed as part of the water line construction.

(6) THE Owner further agrees that if required by the Town on completion of a permanent water line by the Town, he shall remove or cause to be removed, from the Town's road allowance, the one (1) inch temporary water line servicing his property and shall return the lands back to the same condition, as nearly as possible, as were before the removal of the line.

(7) THE Owner further agrees that the water line connection constructed upon his lands shall be done at his expense and in conformity with the building and construction standards as prescribed by the Town.

(8) THIS Agreement shall be binding upon the Owner, his heirs, executors, administrators, successors, and assigns forever and shall be registered against the title of the Owner as described in Schedule "A" attached hereto.

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 & Delivered

- In The Presence Of -

(THE CORPORATION OF THE TOWN OF PELHAM

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(MAYOR

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(CLERK

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(JAMES DOONER

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