

B.L. 74

THIS AGREEMENT made in duplicate this 25th day of August A. D. 1970

B E T W E E N

THE CORPORATION OF THE
TOWN OF PELHAM

hereinafter referred to as "Pelham"

and

THE CORPORATION OF THE
CITY OF WELLAND

hereinafter referred to as "Welland"

WHEREAS Pelham is the owner of the lands hereinafter described which are presently being used as public parkland;

AND WHEREAS the said lands are contiguous to the north boundary of the City of Welland;

AND WHEREAS both parties agree that the said lands continue as parkland;

AND WHEREAS Welland has requested a lease of the said lands in order to include them within its park system.

NOW THEREFORE both Pelham and Welland mutually agree and covenant as follows:

1. That Pelham shall lease to Welland for a period of one year commencing the 1st day of September 1970 and ending the 31st day of August 1971 for the sum of one dollar the following lands; namely:

ALL AND SINGULAR that certain parcel or tract of land situate, lying and being in the Town of Pelham in the Regional Municipality of Niagara and being composed of part of Township Lot 176 and shown as "wooded land" on registered Plan 30 for the Township of Thorold now in the Town of Pelham and more particularly described as follows:

COMMENCING at the north-east angle of Lot 11, registered Plan 30;

THENCE North $0^{\circ} 36'$ East a distance of 299.94 feet to an iron bar;

THENCE North $88^{\circ} 59'$ West a distance of 365.52 feet to an iron bar;

THENCE South $0^{\circ} 35'$ West a distance of 309.1 feet to an iron bar in the Northerly limit of Lot 13, Plan 30;

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THENCE Easterly along the northerly limits of Lots 13, 12 and 11, registered Plan 30, a distance of 365.43 feet, more or less, to the place of beginning.

2. That the said lands shall be used as park land only.
3. That Welland shall maintain the said lands as parkland and shall keep the said lands in proper condition for the enjoyment of the public.
4. That Welland shall include said lands within its general insurance program and shall save harmless the Town of Pelham from any action arising out of the use of the said lands during the term of the lease or any extension thereof.
5. That the within lease shall be renewed automatically for a period of one year on each anniversary date unless cancelled by notice in writing by Pelham to Welland on or before the 1st day of August in any year.

IN WITNESS WHEREOF the parties hereto have hereunto set their respective corporate seals, duly attested by the hands of their proper officers in that behalf the day and year first above written.

THE CORPORATION OF THE TOWN OF PELHAM

per  MAYOR

per  CLERK

THE CORPORATION OF THE CITY OF WELLAND

per  MAYOR

per  CLERK