

THIS AGREEMENT made in triplicate this 21st day of March 1983, A.D.

BETWEEN:

CLARENCE DAM

Hereinafter called the "Owner",
OF THE FIRST PART:

- and -

THE CORPORATION OF THE TOWN OF PELHAM

Hereinafter called the "Town",
OF THE SECOND PART.

1. DEFINITIONS in this Agreement: -

(a) "WORKS SUPERINTENDENT" shall mean the Works Superintendent of the Town of Pelham;

(b) "CHIEF BUILDING OFFICIAL" shall mean the Chief Building Official of the Town of Pelham.

2. WHEREAS the Owner purports to be the owner of the lands in the Town of Pelham shown in Schedule "A" attached hereto;

AND WHEREAS the Owner has made application to sever the lands shown as Part 1 on Schedule "A" attached hereto;

AND WHEREAS the Land Division Committee of the Regional Municipality of Niagara has agreed to permit said severance subject to the following conditions:

(a) That the six foot sewer easement, shown as Part 2 of Schedule "A" attached hereto, be increased to ten feet.

(b) That a sanitary sewer forcemain be constructed from the dwelling known as 1090 Balfour Street, situated on the remaining lands as shown on Schedule "A" attached hereto, along said easement and connected to the municipal sanitary sewer on Welland Road;

AND WHEREAS the Town of Pelham has agreed to permit said connection subject to its approval by the Chief Building Official and the Works Superintendent of the Town of Pelham;

NOW THEREFORE THE Party of the First Part agrees that:

(1) Said connection shall be constructed at the Party of the First Part's expense on or before the 1st day of June, 1983, A.D.

(2) All construction shall be inspected and approved by a representative of the Building Department of the Town of Pelham.

(3) In the event the terms of this agreement are not complied with, the Town shall carry out the conditions and all expenses thereof shall be charged to the Party of the First Part and collected in a manner like taxes.

(4) Any malfunction of the pumping system or forcemain which may occur from time to time shall be repaired entirely at the Party of the First Part's expense.

(5) The regular water and sewer rates, including assessment charges for the water and sewer area will be paid to the Town by the Party of the First Part.

(6) In the event that municipal water or a sanitary sewer system is installed on Balfour Street past the frontage of the property described in Schedule "A" attached hereto, the Party of the First Part will pay such frontage charges and lateral charges as may be required.

(7) No objection to the installation of said municipal water or sanitary sewer system will be made by the Party of the First Part.

(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.

All other conditions of severance shall be complied with but do not form part of this agreement.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their Corporate Seals under the hands of officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

THE CORPORATION OF THE
TOWN OF PELHAM

E. J. Bergenstern
MAYOR

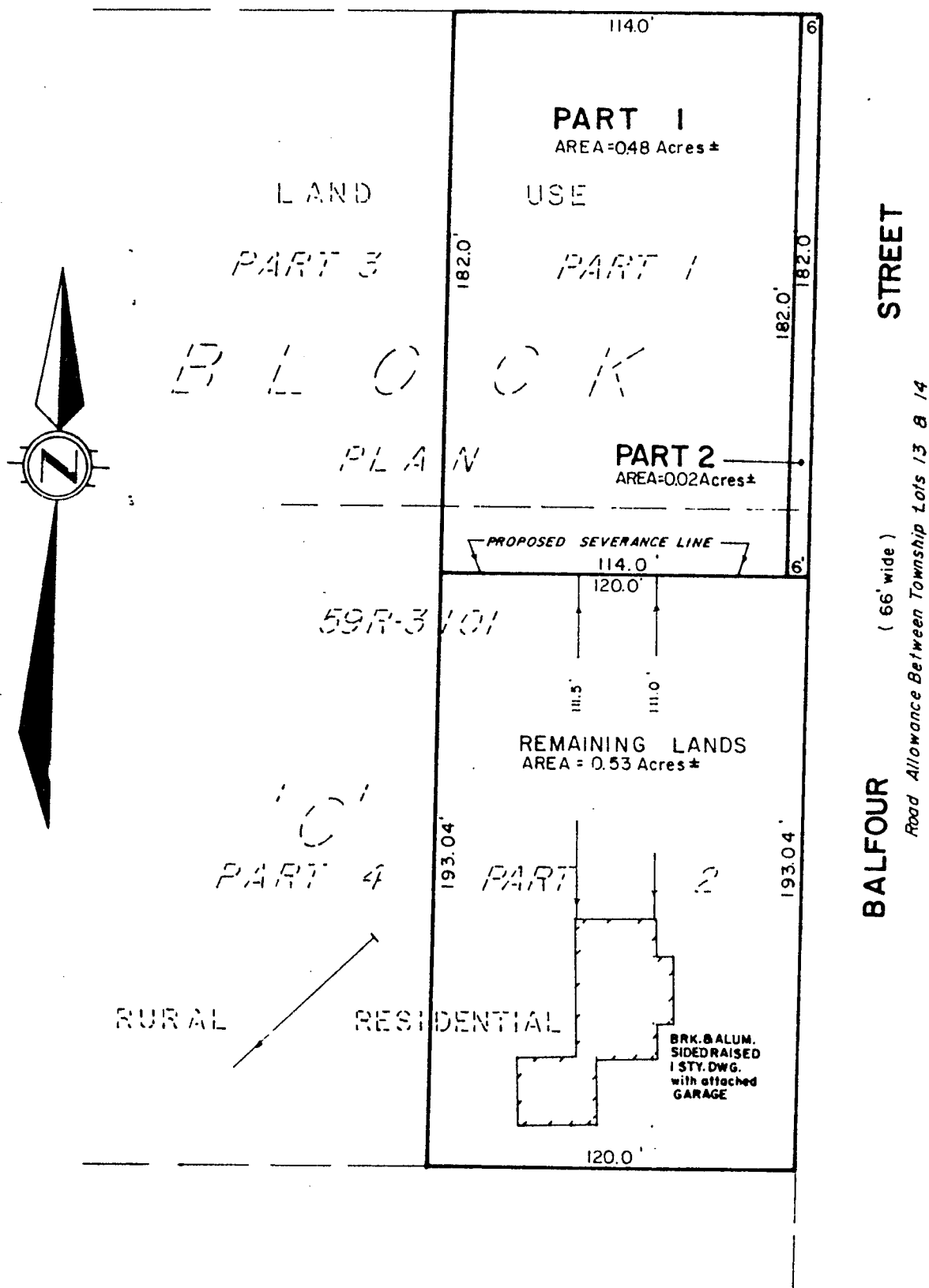
Mary Hackett
CLERK

CLARENCE DAM

PRELIMINARY PLAN TO ACCOMPANY LAND DIVISION COMMITTEE APPLICATION OF
PART OF BLOCK 'C', COMPILED PLAN N° 16,
NOW KNOWN AS 703
FORMERLY TOWNSHIP OF PELHAM, COUNTY OF WELLAND
NOW TOWN OF PELHAM
REGIONAL MUNICIPALITY OF NIAGARA
SCALE: 1 IN. = 50 FT.
1983

SCHEDULE "A"

WELLAND (66' wide) ROAD
Road Allowance Between Concessions 9 & 10



Bill Merpaw

C.S.T.

BILL MERPAW
RICHARD LAROCQUE LTD.
ONTARIO LAND SURVEYORS
ST. CATHARINES, ONTARIO

—→— DENOTES GENERAL DRAINAGE

DATE: **JAN. 5, 1983** FILE: **82-313**

1. The first part of the report

2. The second part of the report

3. The third part of the report

4. The fourth part of the report

5. The fifth part of the report