

THIS AGREEMENT made in triplicate this 17th day of November, 1983.

B E T W E E N :

THE CORPORATION OF THE TOWN OF PELHAM,

Hereinafter called the "OWNER"

OF THE FIRST PART

- and -

THE REGIONAL MUNICIPALITY OF NIAGARA,

Hereinafter called the "REGION"

OF THE SECOND PART

WHEREAS the Owner owns the lands and premises situate, lying and being in the Town of Pelham, in the Regional Municipality of Niagara, being Part of Lot 3, Concession 7,

AND WHEREAS the Region has requested the Owner to grant to it easements across part of the said lands of the Owner, which lands are described Firstly in Schedule "A" hereto annexed for the purposes hereinafter described,

AND WHEREAS the Owner has agreed to grant such easements subject to the terms and conditions hereinafter set out.

WITNESSETH that in consideration of mutual covenants and agreements hereinafter respectively reserved and contained, the Owner does hereby grant and convey unto the Region, its successors and assigns, easements over the lands of the Owner as described Firstly in Schedule "A" hereto annexed, subject to the terms and conditions set out as follows:

1. PERMANENT EASEMENT:

In perpetuity to enter on and construct, repair, replace, operate and maintain a 12-inch watermain and all appurtenances thereto as the Region may from time to time or at any time hereafter deem requisite along, over and across the said lands described Firstly in Schedule "A" hereto annexed.

Together with the right of free and unimpeded access to the Region, its workmen, contractors and agents, supplies and equipment and vehicles at all times and for all purposes and things necessary for or incidental to the exercise and enjoyment of the rights hereby granted over the lands described Firstly in Schedule "A" hereto annexed.

2. PERMANENT RIGHT-OF-WAY EASEMENT:

In perpetuity a right-of-way for persons and vehicles over the lands described Secondly in Schedule "A" hereto attached for the purposes of ingress and egress to the lands described Thirdly in Schedule "A" hereto attached.

THE REGION covenants and agrees with the Owner that the Region will at all times hereafter:

- (a) Exercise the rights and easements granted in such a manner as to do as little damage as possible to the property of the Owner.

- (b) To indemnify and save the Owner harmless at all times from damages that may arise as a result of the constructing, repairing, replacing, operating and maintaining a 12-inch watermain and all appurtenances thereto.
- (c) The Region covenants that it will, at its own expense, maintain the right-of-way in a state of good repair.

THE OWNER covenants and agrees with the Region that the Owner will at all times hereafter:

- (a) Permit the Region, its duly authorized contractors, agents and workmen to enter upon and construct, lay down, maintain, repair or remove the 12-inch watermain with all necessary accessories and equipment thereto across the lands described Firstly in Schedule "A" hereto annexed provided that such work is done without causing damage to the property of the Owner.
- (b) Shall not excavate, construct, fill, drill, impede or interrupt the flow of water through the 12-inch watermain in, over, under or upon the lands described Firstly in Schedule "A" hereto annexed.

THE PARTIES hereto further agree that the easements hereby granted shall commence from the date hereof and shall continue either until a surrender thereof has been executed and delivered by the Region or for so long as the 12-inch watermain and other works described herein remain upon the said lands and so long as the right-of-way to the lands described Thirdly in Schedule "A" are required for access.

THE EASEMENTS granted herein are declared to be pertinent to and for the benefit of the lands owned by the Region described Thirdly in Schedule "A" hereto attached.

THIS INDENTURE and everything herein contained shall extend to and include the parties hereto and their and each of their respective heirs, successors and assigns.

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

THE CORPORATION OF THE TOWN OF PELHAM

E. S. Bergenstern
Murray Hackett

THE REGIONAL MUNICIPALITY OF NIAGARA

APPROVED AS TO FORM

[Signature]
REGIONAL SOLICITOR

[Signature]
(Chairman)

[Signature]
(Clerk)

SCHEDULE "A"

FIRSTLY: In the Town of Pelham, in the Regional Municipality of Niagara, and being composed of Part of Lot 3, Concession 7, for the Township of Pelham, now Town of Pelham, designated as Part 3 on a reference plan received and deposited in the Registry Office for the Registry Division of Niagara South as Plan 59R-3960.

SECONDLY: In the Town of Pelham, in the Regional Municipality of Niagara, and being composed of Part of Lot 3, Concession 7, for the Township of Pelham, now Town of Pelham, designated as Part 2 on a reference plan received and deposited in the Registry Office for the Registry Division of Niagara South as Plan 59R-3960.

THIRDLY: In the Town of Pelham, in the Regional Municipality of Niagara, and being composed of Part of Lot 3, Concession 7, for the Township of Pelham, now Town of Pelham, designated as Part 1 on a reference plan received and deposited in the Registry Office for the Registry Division of Niagara South as Plan 59R-3960.

