

THIS AGREEMENT made in triplicate this 5th. day of April, 1984 A.D.

BETWEEN:

THE CORPORATION OF THE TOWN OF PELHAM

Hereinafter called the "Town",

- and -

KEIJO OLAVI & MARJA-LIISA KILPIAINEN

Hereinafter called the "Owners".

WHEREAS the Owners purport to be the Owners of the subject lands described in Schedule "A" attached to this agreement;

AND WHEREAS the said lands are outside the limits of the Town's Water Area called "Pelham Water Works Area #6", as designated by By-law #909 (1984), passed by the Municipal Council of the Town;

AND WHEREAS the Owners are desirous of connecting their lands with the Town's water system;

AND WHEREAS the Town has agreed to allow the Owners to connect their lands to the Pelham 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 Owners covenant and agree as follows:

(1) The Town will permit the Owners to connect to the proposed watermain to be located on the west side of Regional Road #28 at a point approximately 14 metres south of Memorial Drive, provided that the Owners shall construct and maintain at their own expense a 3/4 inch Type K copper lateral watermain from the watermain to their dwelling, being a distance of approximately 70 metres.

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(2) The Owners further agree to pay to the Town, and charge their lands, with an annual tax levy variable from year to year and based upon the special water area rate for Pelham Water Works Area #6 as prescribed from year to year by the Municipal Council of the Town and payable on all of the assessed land owners within the Town's Water Area #6.

(3) The Owners further agree to pay for the cost of a water meter and all the water bills as levied from time to time by the municipality.

(4) The Owners further agree that in the event that the Town of Pelham Council deems it advisable to extend the water service westerly from Balfour Street along Memorial Drive; that the Owners will not object to this extension and will further agree to pay frontage, lateral and mill rate charges assessable to their property due to the extension and to connect to the new extension within one year of the installation of the waterline extension.

(5) This Agreement is to be binding on the Owners, their heirs, executors, administrators, successors, assigns forever and shall be registered against the title of the Owners as described in Schedule "A".

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 Owners have hereunto set their hands and seal.

SIGNED, SEALED AND DELIVERED

- In the Presence of -

(THE CORPORATION OF THE TOWN OF PELHAM

(E.S. Bergenstern
(MAYOR

(Mary Hackett
(CLERK

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(KEIJO OLAVI & MARJA-LIISA KILPIAINEN

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(KEIJO OLAVI KILPIAINEN

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(MARJA-LIISA KILPIAINEN

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And Sunnauff
WITNESS

Cathy Watt
WITNESS

S C H E D U L E

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ALL AND SINGULAR that certain parcel or tract of land and premises, situate, lying and being in the Township of Pelham, County of Welland and being part of Lot 26 on the south side of Haney Street in the Village of Fenwick, as shown on Registered Plan 16 for the said Township of Pelham and being more particularly described as follows: -

COMMENCING at the north east angle of said Lot 26;

THENCE Southerly along the east limit of said Lot 132 feet;

THENCE Westerly along the southerly limits of said lot, 115 feet to a point;

THENCE Northerly and parallel to the east limit, 132 feet to a point in the north limit of said lot;

THENCE Easterly along the north limit 115 feet more or less to the place of beginning.