

THIS AGREEMENT made in triplicate this 19th. day of November, 1984 A.D.

BETWEEN:

THE CORPORATION OF THE TOWN OF PELHAM

Hereinafter called the "Town",

- and -

BETHANY CHRISTIAN REFORMED CHURCH

Hereinafter called the "Owner".

WHEREAS the Owner purports to be the Owner 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 #1", as designated by By-law #413 (1977), passed by the Municipal Council of the Town;

AND WHEREAS the Owner is desirous of connecting its lands with the Town's water system;

AND WHEREAS the Town has agreed to allow the Owner to connect its 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 Owner covenant and agree as follows:

(1) The Town will permit the Owner to connect to the existing watermain to be located on the south side of Welland Avenue at a point immediately west of the intersection of Welland Avenue and Balfour Street, provided that the Owner shall construct and maintain at its own expense a 1 1/4" O.D. municipal plastic 160# pressure lateral watermain for a distance of approximately 700 feet.

(2) The Owner further agrees to return the area of the road allowance, disturbed by the waterline installation, back to its original state.

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(3) The Owner at their own expense will construct a 1-1/4" diameter plastic water service from the lot line of their property to service the buildings on their property.

(4) The Owner further agrees to pay to the Town, and charge its lands, with an annual tax levy variable from year to year and based upon the special water area rate for Pelham Water Works Area #1 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 #1.

(5) The Owner further agrees to pay for the cost of a water meter and all the water bills as levied from time to time by the municipality.

(6) The Owner further agrees that in the event that the Town of Pelham Council deems it advisable to extend the water service southerly along Balfour Street; that the Owner will not object to this extension and will further agree to pay all fair costs assessible to its property due to the extension and to connect to the new extension within one year of the installation of the waterline extension.

(7) This Agreement is to be binding on the Owner, its heirs, executors, administrators, successors, assigns forever and shall be registered against the title of the Owner 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 Owner have hereunto set their hands and seal.

SIGNED, SEALED AND DELIVERED

- In the Presence of -

(THE CORPORATION OF THE TOWN OF PELHAM

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(MAYOR

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(BETHANY CHRISTIAN REFORMED CHURCH

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ALL AND SINGULAR that certain parcel or tract of land and premises, situate, lying and being in the Town of Pelham, Regional Municipality of Niagara, formerly in the Township of Pelham, County of Welland, being composed of Part of Block "C", Compiled Plan No. 16, now known as Plan No. 703, which may be more particularly described as: -

Part 1 on Reference Plan 59R-3944 deposited in the Land Registry Division of Niagara South.

