

course improvements in accordance with the requirements of the Town Engineer from time to time.

(2) SANITARY SEWERS:

The owner shall, at its own expense, connect to the municipal sanitary sewer system and construct a sanitary sewer system on the said lands to adequately serve the building located thereon, such construction to be in accordance with specifications and a design approved by the Town Engineer and undertake to repair and maintain the sanitary sewer system located on the lands described in Schedule "A" and without limiting the generality of the foregoing, no storm, surface or roof water shall be discharged into the sanitary sewer system.

(3) PARKING:

(a) The Owner shall provide and at all times maintain on the said lands, gravelled parking areas capable of accommodating a minimum of ten (10) parking spaces for motor vehicles. Should the owner be desirous in future to pave the afore-mentioned parking area, such construction must be approved by the Town Engineer to protect the adjacent lands from surface water runoff.

(b) The Owner shall, at its own expense, construct and maintain a driveway as shown on Schedule "B" to serve the said parking areas at such locations and in accordance with specifications approved by the Town Engineer.

(c) The Owner shall, at its own expense, pave the driveway entrance over its entire width from the paved area of Pelham Street to property line.

(d) The Owner shall, at its own expense, from time to time maintain dust control on driveways in parking lot to the satisfaction of the Chief Building Official.

(e) The Owner shall, at its own expense, plant with #1 grade Merion Blue Grass the perimeter of all open parking areas so as to enhance the appearance of the parking area.

(f) The Owner shall, at its own expense, assure that the sidewalk is of sufficient strength to accommodate weight of vehicles entering parking lot and shall also be responsible for any damage to sidewalk during construction.

(4) HYDRO:

The Owner shall, at its own expense, construct an underground hydro service line from the street to hydro meter connection at building in accordance with the specifications of Fonthill Hydro Electric Commission.

(5) GRADING AND LANDSCAPING:

(a) The Owner shall, at its own expense, grade the said lands in accordance with the requirements of the Chief Building Official and in such a manner as to prevent ponding on the said lands and on lands adjacent thereto.

(b) The Owner shall, at its own expense, and in accordance

with plans on file in the office of the Town, adequately landscape, plant and maintain all of the lands described in Schedule "A" attached hereto not required for building, parking or entranceway so as at all times to provide effective green areas enhancing the general appearance of the development.

(6) WATER:

(a) The Owner, at its own expense, shall construct and install all necessary connections to existing watermains and all internal water supply services necessary to serve the development, such construction to be in accordance with the requirements of and with specifications and a design approved by the Building Department of the Town.

(b) The Owner shall comply with the Ontario Water Resources Commission Act, (1970) and Regulations made thereunder, on all internal water supply services which shall be enforced by the Plumbing Inspector of the Town.

(7) BUILDING AND SERVICES:

The Owner shall construct and the Town shall permit the construction of a dental clinic containing a maximum of 1,292 square feet on the lands described in Schedule "A", in accordance with Schedule "B" attached hereto and plans filed in the Municipal Office of the Town and signed by the Parties hereto on the day of

1979, and in accordance with plans and elevations approved by Council provided that such plans shall comply with all buildings and zoning requirements of the Town. Without limiting the generality of the foregoing, the material used in the exterior finish of the building shall be approved by the Building Department of the Town.

(8) GENERAL:

(a) The Owner agrees that the final building plans will be certified by a Professional Engineer or Architect, and that all construction will comply with the by-laws of the Town of Pelham.

(b) The Owner will at all times indemnify and save harmless the Town of and from all claims, demands, suits, losses, costs, damages, and injuries, and legal or adjusting or investigation costs incidental to the defence of such claims, which the Town may suffer, be at or be put to for or by reason of or on account of the construction, maintenance or existence of any work done by the Owner, its contractors, servants or agents on the lands described in Schedule "A", and such indemnity shall constitute a first lien and charge on the said lands of the Owner.

(c) In the event of the failure of the Owner to carry out any of the provisions of this Agreement, then the Town, its servants or agents shall, on fifteen (15) days' notice in writing of its intention, and forthwith in cases of emergency, have the right to enter on the said land and, at the expense of the Owner, do any such work as contained herein, and further shall have the right to recover the cost thereof by action or in like manner as taxes.

(d) The Owner shall at all times keep posted in the building or otherwise prominently displayed, a mailing address and the telephone number of a person having authority to deal with all matters relating to the said buildings.

(e) The Owner shall not call into question directly or indirectly any proceedings whatsoever in law or in equity or before any administrative tribunal the right of the Town to enter into this agreement and to enforce each and every term, covenant and condition herein contained, and this Agreement may be pleaded as an estoppel against the Owner in any such proceedings.

(f) Notwithstanding any of the provisions of this Agreement, the Owner shall be subject to all of the by-laws of the Town.

(g) The covenants, agreements, conditions and understandings herein contained on the part of the Owner shall run with the land and shall be binding upon it and upon its successors and assigns as owners and occupiers of the said lands from time to time and shall be appurtenant to the adjoining highways in the ownership of the Regional Municipality of Niagara and the Town.

(h) The Owner agrees that it shall, upon the sale and transfer by it of the lands described in Schedule "A" annexed hereto, or any part or parts thereof, require the purchase or transferee thereof as a condition of such sale or transfer to execute an agreement satisfactory in form to the Town Solicitor, agreeing to assume this agreement and to be bound by and to fulfill the terms, conditions and covenants herein set forth and containing a like covenant to this effect. The said assumption agreement shall be executed by the Town, the said Owner and any such purchaser or transferee.

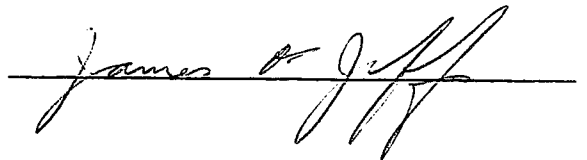
(i) The issuance of a building permit as provided by this agreement will become null and void after twelve (12) months from the date of execution of this agreement if municipal services do not have sufficient capacity and the standard of service is to be revised.

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

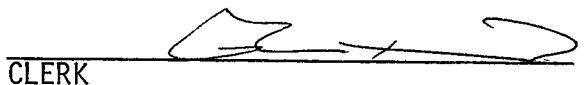
SIGNED, SEALED AND DELIVERED

- In the presence of -

DR. JAMES F. JEFFS



THE CORPORATION OF THE TOWN OF PELHAM


MAYOR
CLERK

SCHEDULE "A"

PROPERTY DESCRIPTION

The Owner purports to be the owner of the following lands;

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Town of Pelham, in the Regional Municipality of Niagara, formerly in the Village of Fonthill in the County of Welland, and being composed of part of Lot 49, on the east side of North Pelham Street, according to Registered Plan No. 25 for the Village of Fonthill, and part of Blocks "A" and "B", on the west side of Chestnut Street, according to unregistered Dexter D'Everardo Plan (now known as Plan 716), all as shown on Corporation Plan No. 25 (now known as Plan 717) more particularly described as follows:

COMMENCING at a point in the east limit of North Pelham Street at a point distant 66 feet southerly from the north-west angle of said Lot No. 49;

THENCE easterly parallel to the northerly limits of said Lot No. 49 and Block "B", 260 feet more or less to the east limit of said Block "B";

THENCE southerly in and along the easterly limits of said Blocks "B" and "A" 82 feet and 6 inches more or less to the south-east angle of said lot;

THENCE westerly in and along the southerly limit of said Block "A" 95 feet more or less to the southwest angle of said Block "A";

THENCE northerly in and along the westerly limit of said Block "A" 16 feet 6 inches more or less to the southwest angle of said Lot 49;

THENCE westerly 165 feet more or less to the southwest angle of said Lot 49;

THENCE northerly 66 feet more or less to the place of beginning.