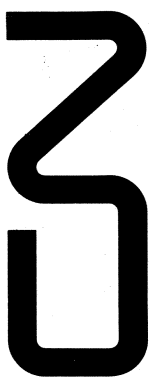


#108



Canadian National Railways  
Great Lakes Region

Real Estate Department  
Room 1227, 20 York St.  
TORONTO 116, Ontario  
July 14, 1971

Your File:

Our File: T4-5.22

Document No: 62062

The Corporation of the Town of Pelham  
Box 400, 43 South Pelham St.  
Fonthill, Ontario

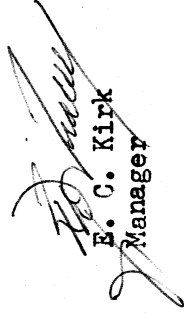
Attn: L. C. Hunt  
Clerk-Treasurer

Dear Sir:

With reference to your application in connection with the eight  
sanitary sewer crossing at College St, Pelham, Ontario.  
Attached for your retention please find a fully executed copy of the  
covering agreement.

Kindly notify the Railway's Area Engineer concerned, 48 hours in advance  
of any work in connection with this crossing.

Yours Truly

  
E. C. Kirk  
Manager

Attach.

**RECEIVED**

JUL 15 1971

**TOWN OF PELHAM**



T4-5.22

## PIPE CROSSING AGREEMENT

THE UNDERSIGNED **The Corporation of the Town of Pelham  
Box 400, Fonthill, Ontario**

(HEREINAFTER CALLED THE "APPLICANT") PURSUANT TO SECTION 272 OF THE RAILWAY ACT.

R.S.C., 1952, CHAPTER 234, HEREBY APPLIES TO CANADIAN NATIONAL RAILWAY COMPANY.

(HEREINAFTER CALLED THE "RAILWAY") FOR PERMISSION TO CONSTRUCT AND MAINTAIN THE

WORKS SHOWN ON THE PLAN ATTACHED HERETO AT THE LOCATION AND IN THE MANNER

SHOWN ON THE SAID PLAN, **E-68117-05 dated April, 1971 - M1. 12.18 Fonthill Spur, H.B. 5.22 Thorold S/D.**

THE APPLICANT COVENANTS AND AGREES WITH THE RAILWAY THAT:

1. THE WORKS SHALL BE CONSTRUCTED AND AT ALL TIMES MAINTAINED IN ACCORDANCE WITH THE GENERAL ORDERS, REGULATIONS, PLANS OR SPECIFICATIONS ADOPTED OR APPROVED BY THE BOARD OF TRANSPORT COMMISSIONERS FOR CANADA RESPECTING PIPE CROSSINGS UNDER RAILWAYS IN FORCE FROM TIME TO TIME, INCLUDING, BUT WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GENERAL ORDER NO. E-10 DATED THE 1ST DAY OF FEBRUARY, A.D. 1965, AND AMENDMENTS THERETO, IN THE SAME MANNER AND TO THE SAME DEGREE AS IF THE SAID ORDERS HAD BEEN SPECIAL ORDERS MADE IN RELATION THERETO AND THE APPLICANT HEREBY AGREES TO OBSERVE AND PERFORM ALL THE TERMS AND CONDITIONS OF THE SAID ORDERS, REGULATIONS, PLANS OR SPECIFICATIONS.
2. SHOULD IT BECOME NECESSARY OR EXPEDIENT FOR THE PURPOSES OF REPAIR OR IMPROVEMENT ON THE SAID RAILWAY THAT THE SAID PIPE CROSSING BE TEMPORARILY REMOVED OR RELOCATED THE APPLICANT SHALL UPON REQUEST OF THE RAILWAY AND AT THE SOLE COST AND EXPENSE OF THE APPLICANT FORTHWITH REMOVE OR RELOCATE THE SAID PIPE CROSSING.
3. AS AN ACKNOWLEDGMENT OF THE PROPERTY RIGHTS OF THE RAILWAY IN THE LANDS OF THE RAILWAY OCCUPIED BY THE WORKS THE APPLICANT WILL PAY TO THE RAILWAY ANNUALLY IN ADVANCE EFFECTIVE FROM **1 June, 1971** THE SUM OF **Ten Dollars per annum.**
4. THE APPLICANT WILL INDEMNIFY AND SAVE HARMLESS THE RAILWAY AGAINST ALL TAXES, RATES AND ASSESSMENTS AT ANY TIME LEVIED OR ASSESSED AGAINST THE WORKS OR AGAINST THE LANDS OF THE RAILWAY BY REASON OF THE PRESENCE OF THE WORKS.
5. NEITHER THIS LICENSE NOR ANY RIGHT, INTEREST OR PRIVILEGE HEREUNDER IS SUBJECT TO ANY ASSIGNMENT OR SUB-LEASE WITHOUT HAVING FIRST OBTAINED THE CONSENT IN WRITING OF THE RAILWAY.
6. THIS LICENSE MAY BE TERMINATED AT ANY TIME AFTER THE DATE HEREOF BY EITHER PARTY GIVING TO THE OTHER PARTY NOT LESS THAN THIRTY (30) DAYS' NOTICE IN WRITING OF INTENTION TO TERMINATE.

DATED AT **Fonthill, Ont.** AS AT THE **19<sup>th</sup>** DAY OF **JUNE** 19 **71**

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

**The Corporation of the Town of Pelham**

THE RAILWAY HEREBY CONSENTS TO THE CONSTRUCTION AND MAINTENANCE OF THE WORKS REFERRED TO HEREIN AND UPON THE TERMS AS ABOVE SET FORTH.

CANADIAN NATIONAL RAILWAY COMPANY

PER

**E. C. Kirk**

**Manager Real Estate**