

PERMISSION is hereby given by CANADIAN NATIONAL RAILWAY COMPANY (hereinafter called the "Railway") to THE CORPORATION OF THE TOWN OF PELHAM (hereinafter called the "Licensee") to construct, use and maintain the following, namely:

- (i) an open ditch approximately 20 feet wide and 850 feet in length between mileage 11.93 and 12.15 of the Railway's Fonthill Spur;
- (ii) a corrugated steel pipe approximately 37 feet long and 48 inches in diameter under an existing asphalt roadway on the westerly right of way boundary of the Railway;
- (iii) a corrugated steel pipe approximately 56 feet in length and 36 inches in diameter under the lands and tracks of the Railway at mileage 12.08 of the Fonthill Spur;

all located on the Railway's Fonthill Spur (Thorold Subdivision) in the Town of Pelham, Regional Municipality of Niagara and Province of Ontario; the aforementioned ditch, corrugated steel pipes, and appurtenances in connection therewith (all hereinafter referred to as the "facilities") to be laid, constructed and maintained in the locations indicated in red and in the manner specified on Drawing No. B-78106-P2 revised January 1979, and Drawing No. E-78106-L1 dated October 1978 as prepared by Proctor and Redfern Limited, Consulting Engineers, Toronto, Ontario, which are attached hereto and form a part hereof; SUCH PERMISSION IS GIVEN PURSUANT TO THE FOLLOWING TERMS AND CONDITIONS:

THE LICENSEE AGREES:

1. At its own risk and expense, to construct, use, maintain and repair the facilities in the designated location and in accordance with the details shown on the attached drawing, to the entire satisfaction of the Railway and in compliance with any general or special orders of the Canadian Transport Commission or any other authority of competent jurisdiction, now or hereafter in force applicable thereto;
2. Before commencing construction of the facilities or any subsequent major repairs thereto, to give to the local Superintendent of the Railway at least seventy-two (72) hours' prior notice in writing to enable the Railway to send an Inspector to supervise the said work and to pay the wages of the said Inspector and his expenses while so engaged, on demand from the Railway;
3. To be responsible for the construction of any culverts over the said facilities or for any costs in relocating any Canadian National Telecommunications' poles or guy wires by the necessity of the construction of the facilities;
4. Should the Railway deem it necessary or desirable at any time or from time to time to move a portion or portions of the said facilities, the Railway shall notify the Licensee, in writing, to make such alterations forthwith at the Licensee's risk and expense. Should the Licensee fail to make such alterations within a reasonable period after the date of the said notice, the Railway may perform the work at the Licensee's expense;
5. Should the Railway at any time desire to construct any tracks or other railway works over or in the vicinity of the facilities, at its own risk and expense, to install such protection as may be required by the Railway or by the Canadian Transport Commission;