


6. To use and enjoy the License herein in a reasonable and careful manner and not to obstruct or interfere in any way with the Railway's right of way or in any telegraph poles thereon;
7. To at all times indemnify and save harmless the Railway from and against all loss, expense and/or liability howsoever incurred by the Railway and the Licensee hereby waives as against the Railway all claims of whatsoever nature or kind, where such loss, expense, liability or claims arise directly or indirectly out of or are attributable to the exercise by the Licensee or others of the privileges herein granted and whether such loss, expense, liability or claims result from the negligence of the Railway, or otherwise;
8. To pay to the Railway for the privileges herein granted, the sum of One Hundred and Fifteen Dollars (\$15.00) per annum, payable in advance on the First day of April in each year during the continuance hereof, the first of such payments to become due and payable on the First day of April, One Thousand Nine Hundred and Seventy-nine. Subsequent annual sums will be subject to review for each five-year period of the continuance of this License and set at amounts which in the opinion of the Railway are fair and equitable, but in no event shall a yearly sum be less than the yearly sum payable during the initial five years;
9. The said facilities, while on the Railway's premises, shall at all times be entirely at the risk of the Licensee in respect of loss, damage or injury from whatsoever cause arising, whether due to the negligence of the Railway, its agents, employees or otherwise;
10. Not to assign this License or any right or privilege hereunder without the consent in writing of the Railway;
11. This License shall be in effect from the First day of April, One Thousand Nine Hundred and Seventy-nine until terminated by either party hereto on giving to the other party not less than Thirty (30) days' notice in writing by prepaid registered mail. Such notice may be given by the Railway by addressing same to the Licensee at Pelham Municipal Building, Town Square, P.O. Box 400, Fonthill, Ontario, L0S 1E0, and by the Licensee by addressing same to the Railway's Manager of Real Estate, Room 1227, 20 York Street, Toronto, Ontario, M5J 1E7;
12. Upon the termination of this License, to forthwith at its own risk and under the supervision and to the satisfaction of the Railway, restore the Railway's premises to a condition satisfactory to the Railway. Should the Licensee default in so doing, the Railway may perform the said work at the risk and expense of the Licensee.

DATED at TORONTO, Ontario, as of the FIRST day of APRIL, ONE THOUSAND NINE HUNDRED AND SEVENTY-NINE.

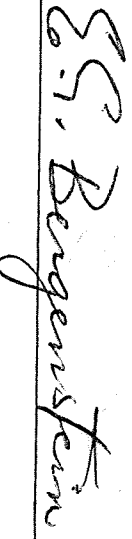
Witness:


CANADIAN NATIONAL RAILWAY COMPANY


Manager of Real Estate



THE CORPORATION OF THE TOWN OF
PELHAM



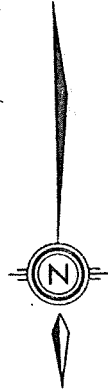
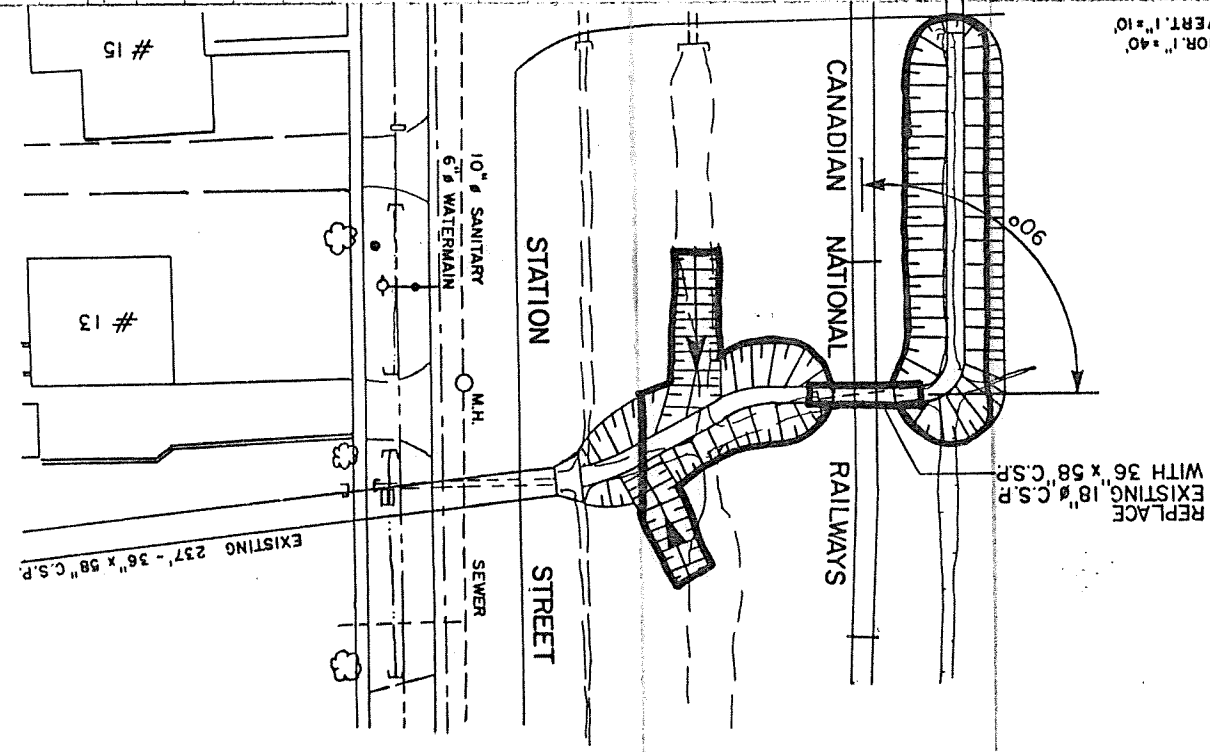
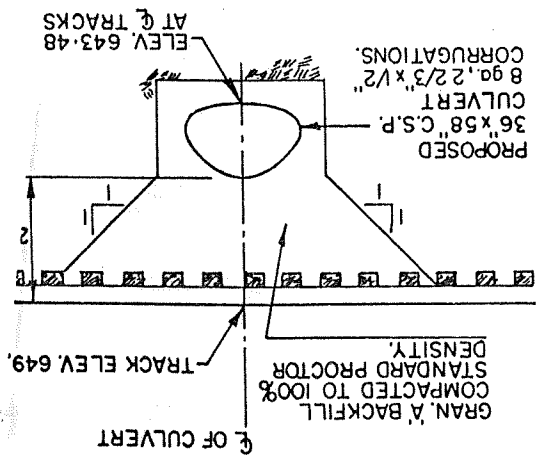


W.J.S. - OCT./78
 DRAWN BY:
 CANADIAN NATIONAL RAILWAY AREA ENGINEER
 APPROVED:
 M.P. II.9 FORT HILL SUBDIVISION C.N.R.
 TORONTO
 ST. CATHARINES
 Consulting Engineers
Proctor & Redfern Limited

PROPOSED CULVERT
 UNDER C.N.R. TRACKS
 CANADIAN NATIONAL RAILWAY
 TOWN OF PELHAM
 REGIONAL MUNICIPALITY OF NIAGARA
 PROVINCE OF ONTARIO



SCALE: N.T.S.
 CROSS-SECTION THROUGH CULVERT



SCALE: HOR. 1" = 40'
 VERT. 1" = 10'

