



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW


Number 238 -79

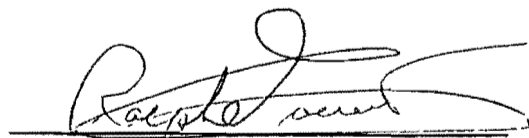
A By-law to authorize the execution of a Pipe Crossing Agreement between Canadian National Railway Company and The Corporation of the City of Brampton.

The Council of The Corporation of the City of Brampton ENACTS
as follows:

That the Mayor and the Clerk are hereby authorized
to execute a Pipe Crossing Agreement between Canadian
National Railway Company and The Corporation of the
City of Brampton, in the form attached hereto as
Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council
this 10th day of September, 1979.


James E. Archdekin, Mayor


Ralph A. Everett, City Clerk

CNR-3838
4-72
48-26-852
PRINTED IN CANADA

PIPE CROSSING AGREEMENT

The Corporation of the City of Brampton
24 Queen Street East
Brampton, Ontario
L6V 1A4

THE UNDERSIGNED

(HEREINAFTER CALLED THE "APPLICANT") PURSUANT TO SECTION 209 OF THE RAILWAY ACT, R.S.C., 1970, CHAPTER R2, HEREBY APPLIES TO CANADIAN NATIONAL RAILWAY COMPANY, (HEREINAFTER CALLED THE "RAILWAY") FOR PERMISSION TO CONSTRUCT AND MAINTAIN THE PIPE CROSSING (HEREINAFTER CALLED THE "WORKS") SHOWN ON THE PLAN ATTACHED HERETO AT THE LOCATION AND IN THE MANNER SHOWN ON THE SAID PLAN. 18878-5 dated January, 1979 - Mile 13.39 Halton Subdivision.

THE APPLICANT CONVENANTS 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 CANADIAN TRANSPORT COMMISSION 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 WORKS 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 WORKS.
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 July 15, 1979 THE SUM OF \$15.00
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 Brampton AS AT THE 12th DAY OF September 19 79

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF.

The Corporation of the City of Brampton

[Handwritten signature]
[Handwritten signature]
[Handwritten signature]

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

[Handwritten signature]
E. C. Kirk
Manager of Real Estate

DATED AT Toronto THIS 10TH DAY OF July 1979

CNR-3836
4-72
48-26-852
PRINTED IN CANADA

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SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

The Corporation of the City of Brampton
[Signature]
[Signature]
[Signature]

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CANADIAN NATIONAL RAILWAY COMPANY
[Signature]
PER E. C. Kirk
Manager of Real Estate

DATED AT Toronto THIS 10th DAY OF July 19 79



Notification of Discrepancy

At the time of scanning the original record, the following discrepancy was noted.

File Name	Subject	Document Date
By-law 238-1979	By-laws 1979	

Poor Quality Original

Fax

Photocopy

Old/Poor Paper Quality

Other

Poor photocopied map. It was too large to reduce.

Missing Item

Document

Page(s)

Omitted Item

Page

Other

Disposition/Location of Original

Other Discrepancy

Imaging Technician:

Lee Tee

Date

20-May-10

PASSED September 10th, 19 79



BY-LAW

No 238-79

To authorize the execution of a Pipe
Crossing Agreement between Canadian
National Railway Company and The
Corporation of the City of Brampton.

BY-LAW 238-79 AMENDING BY-LAW 249-75