

TOWN OF CARMAN

BY-LAW No 895^A

A by-law of the Town of Carman authorizing the Town to enter into an agreement for the construction of a drain from the sewage lagoon to the Boyne River under the Canadian National Railways.

WHEREAS the Town of Carman is desirous of constructing a drain from the sewage lagoon to the Boyne River;

AND WHEREAS it is necessary for the Town of Carman to enter into an agreement with the Canadian National Railways in respect of the construction of the said drain;

NOW THEREFORE BE IT ENACTED and IT IS HEREBY ENACTED as a by-law of the Town of Carman as follows:

- 1) THAT the Town of Carman is hereby authorized and empowered to enter into an agreement with the Canadian National Railways (a copy of which agreement is hereto annexed and marked Schedule "A" to this by-law);
- 2) THAT the proper officers of the Town of Carman BE and the same are hereby authorized and required to execute and deliver the said agreement on behalf of the Town of Carman.

JCS PASSED and ENACTED at the Town of Carman, in Manitoba, this 14th day of ~~September~~ *October*, A.D. 1960.

TOWN OF CARMAN



Mayor



Secretary-Treasurer

Applicant's Copy

This is Schedule "A" referred to
in By-law No 895
of the Town of Carman

C. N. R. Western
Region Agreement

No: **14012**

TOWN OF GARMAN

BY-LAW No 875

A By-law of the Town of Carman authorizing the Town to enter into an agreement for the construction of a drain from the sewage lagoon to the Boyne River under the Canadian National Railways

C. N. R. Western
Region Agreement
No: 14012

WHEREAS the Town of Carman is desirous of constructing a drain from the sewage lagoon to the Boyne River;

AND WHEREAS it is necessary for the Town of Carman to enter into an agreement with the Canadian National Railways in respect of the construction of the said drain;

NOW THEREFORE BE IT ENACTED and IT IS HEREBY ENACTED as a by-law of the Town of Carman as follows:

- 1) THAT the Town of Carman is hereby authorized and empowered to enter into an agreement with the Canadian National Railways (a copy of which agreement is hereto annexed and marked Schedule "A" to this by-law);
- 2) THAT the proper officers of the Town of Carman BE and the same are hereby authorized and required to execute and deliver the said agreement on behalf of the Town of Carman.

PASSED and ENACTED at the Town of Carman, in Manitoba, this 14th

GB day of October, ~~September~~, A.D. 1960.

TOWN OF GARMAN



Mayor



Secretary-Treasurer

C. N. R. Western
Region Agreement
No: **14012**

CNR-3836
10-55

CYH



PIPE CROSSING AGREEMENT
Mile 42.9 - Carman Sub. -
Plan No: 22 064 01 L3

Checked
CNR Real Estate

THE UNDERSIGNED

- THE TOWN OF CARMAN -

(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.

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. 812 DATED THE 12TH DAY OF JULY, A.D. 1955, 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 **September 1st, 1960** THE SUM OF **Ten (\$10.00) Dollars.**
4. 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.

DATED AT **WINNIPEG,**
MANITOBA, THIS **First** DAY OF **September** 19 **60.**

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

THE TOWN OF CARMAN

Mayor

Secretary-Treasurer

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

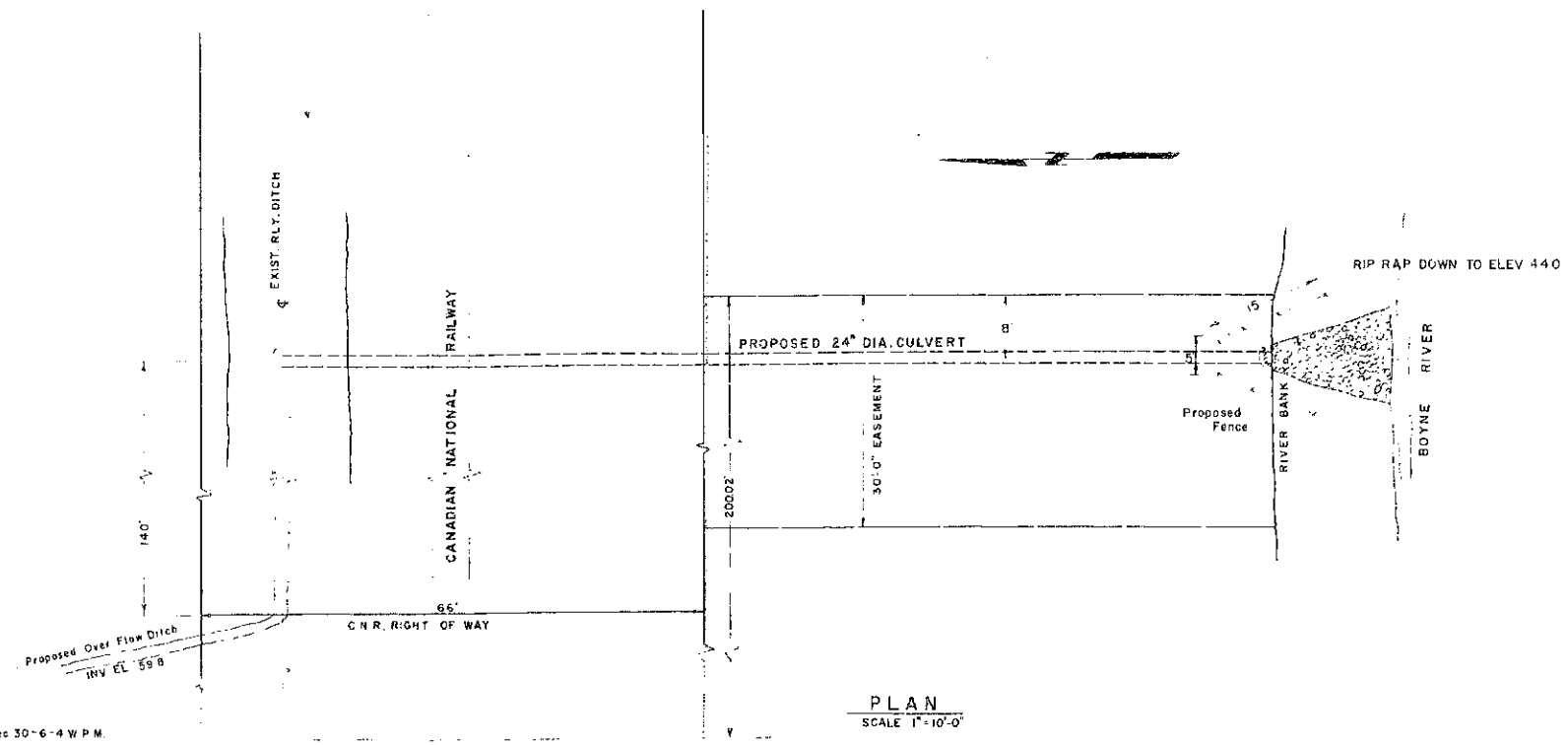
CANADIAN NATIONAL

RAILWAY COMPANY

PER

Regional Manager,
Real Estate Department.

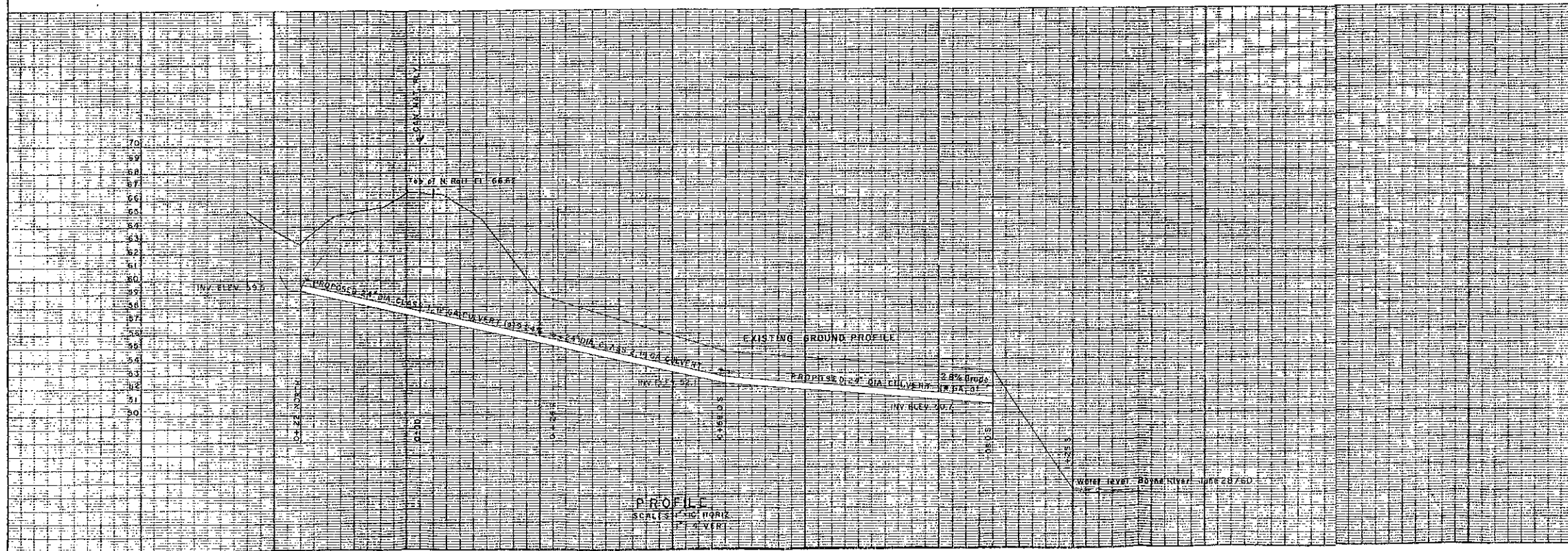
DATED AT **WINNIPEG,**
MANITOBA, THIS **First** DAY OF **September** 19 **60.**



- NOTES
- North Railway Ditch to be Deepened Approximately 32' Opposite end of Culvert as Shown
 - North Railway Ditch to be Deepened Approximately 2' 140' West of Culvert.

PLAN
SCALE 1" = 10'-0"

W Boudry NE 1/4 Sec 30-6-4 W.P.M.



DESCRIPTION	LEGEND	PROPOSED
PROPOSED 24\"/>		



TOWN OF CARMAN, MANITOBA
DETAILS OF CULVERT - RAILWAY
DITCH TO RIVER

DRAWN BY AM
CHECKED BY
DESIGNED BY RHO
APPROVED BY RHO
DATE JULY 8/60
SCALE AS NOTED
22 064 01 L3