

NORTH YORK 137298

29 SEP 1952 1:56 P.  
THIS AGREEMENT made in triplicate this

28th day

of August, A. D. 1952.

B E T W E E N:

THE MUNICIPAL CORPORATION OF  
THE TOWNSHIP OF NORTH YORK

hereinafter called "the Township"

OF THE FIRST PART

-and-

IMPERIAL OIL LIMITED, a Company  
incorporated under the laws of  
Canada,

hereinafter called "Imperial"

OF THE SECOND PART

WHEREAS Imperial desires to construct one or more  
pipe lines together with related works and equipment necessary  
for the transportation of liquid petroleum products (herein-  
after called "the pipe line system"),

AND WHEREAS it is proposed by the Township to enact  
a By-Law authorizing the right, liberty and privilege to  
Imperial to construct, operate, maintain, inspect, remove,  
replace and/or repair the pipe line system across, along and  
under certain of the roads and lands owned by the Township.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in con-  
sideration of the premises and the sum of Two Hundred and  
Twenty Dollars (\$220.00 ) paid by Imperial to the  
Township (receipt whereof is hereby acknowledged) the Township  
grants and conveys to Imperial, its successors and assigns,  
the right, liberty and privilege to construct, operate, maintain,  
inspect, remove, replace and/or repair the pipe-line system at  
its expense and for so long as it desires to exercise the rights  
hereby granted, save as herein stated, across, along and under  
the roads and lands set out in Schedule "A" hereunto annexed  
and made a part hereof, the pipe line system to be laid under  
such roads and lands in accordance with standard pipe line  
practice and in conformity with the plans and specifications  
to be approved by the Township Engineer or such other person  
as may be appointed by the Township.

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In consideration whereof Imperial for itself, its successors and assigns, COVENANTS AND AGREES with the Township as follows:-

(a) To construct, repair and remove the pipe line system in such a manner as to cause a minimum of inconvenience to traffic.

(b) Such pipe line to be laid to a depth of 8' from the top of the pipe to the crown of the road wherever such pipe line crosses Bayview Avenue, Bathurst and Yonge Streets within the Township, and all 'back-fill on that portion of the trench through the travelled portion of such highways shall be sand or gravel and shall be from the bottom of the trench to the finished grade of the road, and no excavated material shall be used for back-filling.

(c) That the construction, alteration, repair and removal of the pipe line system will be carried out without blocking or damaging existing municipal services.

(d) That, except in the case of emergency, at least twenty-four (24) hours' notice shall be given to the Clerk of the Township of the undertaking of any work hereby authorized.

(e) To protect, indemnify and save harmless the Township from all claims, demands, loss, costs, damages and expenses which the said Township or its successors may at any time or times hereafter sustain or be liable for in consequence of the authorization hereby granted.

(f) To fully protect and indemnify the Township for any expenditure which the said Township may make or require to be made in connection with the construction, alteration, relocation, or repair of any municipal services or appurtenance thereof rendered necessary by reason of the consent of the Township to the application of the said Company.

(g) That it will, on receipt of written notice from the Township Engineer, addressed to the Head Office of the Company, alter or relocate any or all of the said works



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as may be required, at its own expense, or, in the event that Imperial does not commence to alter or relocate the work within three (3) months after the mailing of the said notice, the Township may, on two (2) weeks' notice to Imperial, remove, alter or relocate the works, and the whole of the cost of such removal, altering or relocation shall be charged to and be paid forthwith upon demand to the Township by Imperial. Any installation, removal, altering or relocating must be done to the satisfaction of the Township Engineer.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their Corporate Seals under the hands of their proper officers in that behalf.

SIGNED, SEALED AND DELIVERED  
in the presence of

Approved and authorized by  
By-Law # 7942 enacted  
and passed the 28<sup>th</sup>  
day of August A. D. 1952.

|            |            |
|------------|------------|
| APPROVED   |            |
| on to term | ✓          |
| by         | ✓          |
| Date       |            |
| on to term | ✓          |
| by         | 3          |
| Date       | Sept. 4/52 |

THE MUNICIPAL CORPORATION OF  
THE TOWNSHIP OF NORTH YORK

*Robert B. Barker*  
Reeve  
*John J. [unclear]*  
Clerk

IMPERIAL OIL LIMITED

*Joseph T. Stuart*



SCHEDULE "A"

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1. Road allowance between Lot 19, Con. VI, W. Y.  
and  
Lot 19, Con. V, W. Y. Main Street
2. Road allowance between Lot 20, Con. V, W. Y.  
and  
Lot 21, Con. V, W. Y. Finch Ave.
3. Road allowance between Lot 21, Con. V, W. Y.  
and  
Lot 21, Con. IV, W. Y. Jane Street
4. Road allowance between Lot 21, Con. IV, W. Y.  
and  
Lot 21, Con. III, W. Y. Keele Street
5. Road allowance between Lot 21, Con. II, W. Y.  
and  
Lot 21, Con. I, W. Y. Bathurst St.
6. Lot 22, Con. II, E. Y. Cummer Ave.
7. Lot 22, Con. II, E. Y. Cummer Ave.
8. Road allowance between Lot 21, Con. II, E. Y.  
and  
Lot 20, Con. II, E. Y. Finch Ave.
9. Lot 13 <sup>98</sup> Con. II, E. Y. Leslie St.
10. Road allowance between Lots 10 & 11, Con. III  
E. Y. York Mills
11. Road allowance between Lots 5 & 6, Con. III  
E. Y. Lawrence Ave.
12. Road allowance between Lot 1, Con. III, E. Y.  
and  
Lot 15 Con. III, F. B. Eglinton Ave.

NORTH YORK 137298 ✓  
August 28th, 1952

THE MUNICIPAL CORPORATION OF  
THE TOWNSHIP OF NORTH YORK

-and-

IMPERIAL OIL COMPANY

200  
200

585  
90  
135  
8.10

NORTH YORK 137298

I certify that the within instrument is duly entered and registered in the Registry Office for the Registry Division of the East and West Riding of the County of York in Book 35 A Township of North York

at 156 o'clock P M. of the 29 day of SEP. A.D. 1952

AS WITNESSED

Edw. J. Sheppard Registrar

AGREEMENT

PAID 100.00

600

C. FRANK MOORE, Q. C.

49814 SEP 29 1952

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