

THIS AGREEMENT made and entered into this First day of October, A.D. 1935.

BETWEEN:—

CANADIAN PACIFIC RAILWAY COMPANY,
hereinafter called "The Owner"

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Of the First Part,

and

THE MIDLAND RAILWAY COMPANY, of
Manitoba, hereinafter called "The User"

Of the Second Part, 10

WHEREAS the Owner owns and operates a line of railway known as its La Riviere Subdivision and a portion of the said subdivision crosses certain streets of the City of Winnipeg, in the Province of Manitoba, known as *Academy Road*, *Wellington Crescent* and *Portage Avenue*, and also crosses the *Assiniboine River* within the boundaries of the City of Winnipeg aforesaid; 15

AND WHEREAS the User owns and operates a line of railway running substantially parallel to the said line of the Owner where it crosses said *Academy Road*, *Wellington Crescent* and *Portage Avenue* and the said *Assiniboine River*; 20

AND WHEREAS the User desires to abandon its line of railway where same crosses the said streets and river and to have track connections between its railway and the railway of the Owner at the points indicated by the letters "A" and "B" on the Plan hereto attached and to operate its trains over certain tracks of the Owner, as hereinafter mentioned; 25

AND WHEREAS the Owner has agreed thereto upon and subject to the terms and conditions hereinafter contained. 30

NOW THEREFORE THIS AGREEMENT WITNESSETH that, in consideration of the premises and of the mutual covenants and agreements herein contained, the parties hereto do hereby mutually covenant and agree each with the other as follows:— 35

1. (a) The words "Joint Section" wherever they occur in this Agreement shall mean and include that portion of the Right of Way and tracks of the La Riviere Sub-