

MUNICIPALITY OF PRINCE

Office of the Clerk

P. O. Box 726,
Sault Ste. Marie, Ont.

BY ~~/~~ LAW # 341

By-Law # 341 of the Municipality of the Township of Prince,
District of Algoma

The Township hereby grants and gives to the Railway the
right to lay cables upon roads and lands of the Township
as shown outlined in red on the plan annexed hereto and
initialled by the parties hereto, subject to the other
terms and restrictions of this agreement.

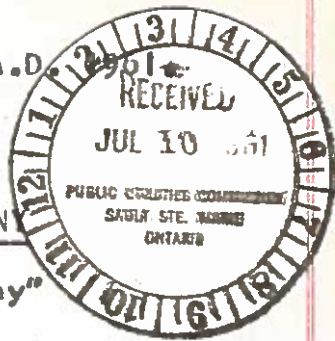
Read a first, second and third time and finally passed
in open Council this fifth day of November 1962.

Clarence Hill

Reeve.

Lloyd Lemoine
Clerk.

AGREEMENT made this 22nd day of February, A.D. 1961



BETWEEN:

CANADIAN PACIFIC RAILWAY COMPANY

hereinafter called the "Railway"

OF THE FIRST PART;

-and-

THE MUNICIPAL CORPORATION OF
THE TOWNSHIP OF PRINCE

hereinafter called the "Township"

OF THE SECOND PART.

WHEREAS the Railway has requested the Township to permit the use of highways within the Township for the installation of cables by the Railway to the Sault Ste. Marie airport in the Township of Prince, which is administered by the Council of the said Township;

NOW THIS AGREEMENT WITNESSETH that in consideration of other good and valuable consideration and the mutual covenants and agreements hereinafter set forth, the parties hereto covenant and agree as follows:

- 1.- The Township hereby grants and gives to the Railway the right to lay cables upon roads and lands of the Township as shown outlined in red on the plan annexed hereto and initialled by the parties hereto, subject to the other terms and restrictions of this agreement;
- 2.- The cable installed by the Railway shall be placed without disturbing traffic upon the said roads and shall be as close to the existing hydro power poles as possible, and shall not be installed till the Township Reeve and the Township Road Foreman have approved the plans of such installation by their initials as they are hereby authorized and instructed to do. Any cable so installed shall be at a minimum depth below ground level of three (3) feet.
- 3.- The Railway agrees to pay to the Township the cost of inspection by the Township as certified by the Clerk of the Township, such cost to include car allowance and any other charges relating to such inspection deemed applicable by the said Clerk.

APPROVED
CAN. PACIFIC
Communications

Low T
Superintendent

[Signature]
Chief Engineer

[Signature]
General Superintendent

[Signature]
Assistant General Manager

APPROVED
AS TO FORM
[Signature]
SOLICITOR

[Handwritten signature]

4.- The Railway agrees to provide to the Township detailed drawings and locations of the cable so installed after completion of installation, such plan to show depths, property lines and the location of present hydro power poles.

5.- The Railway agrees that any excavation made shall be back-filled with crushed gravel or other material as approved by the Reeve and that all roads shall be restored to the same condition as they were prior to installation being made.

The construction work shall be carried on so as not to impede or hinder any road grading or road work of any kind being done by the Township.

6.- Any installation made herein shall not be so placed as to interfere with any future local improvements or development within the Township and it is hereby agreed that in the event the Township may require the said cable to be moved, the Railway will do so at its costs and expense to whatever other location is approved by the Township upon request in writing so to do, such work to be completed within three months after such request.

7.- The Railway hereby agrees to indemnify and save the Township harmless from all claims or demands whatsoever arising out of the said installation or any repair or re-construction hereafter performed.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed by their proper officers duly authorized in that behalf the day and year first above noted.

SIGNED, SEALED and DELIVERED)

in the presence of

) CANADIAN PACIFIC RAILWAY

) Per [Signature]
VICE-PRESIDENT

) [Signature]
ASSISTANT SECRETARY

) THE MUNICIPAL CORPORATION OF THE TOWNSHIP OF PRINCE

) Per [Signature]
Reeve

[Signature]
Clerk

DATED FEBRUARY 22nd 1961.

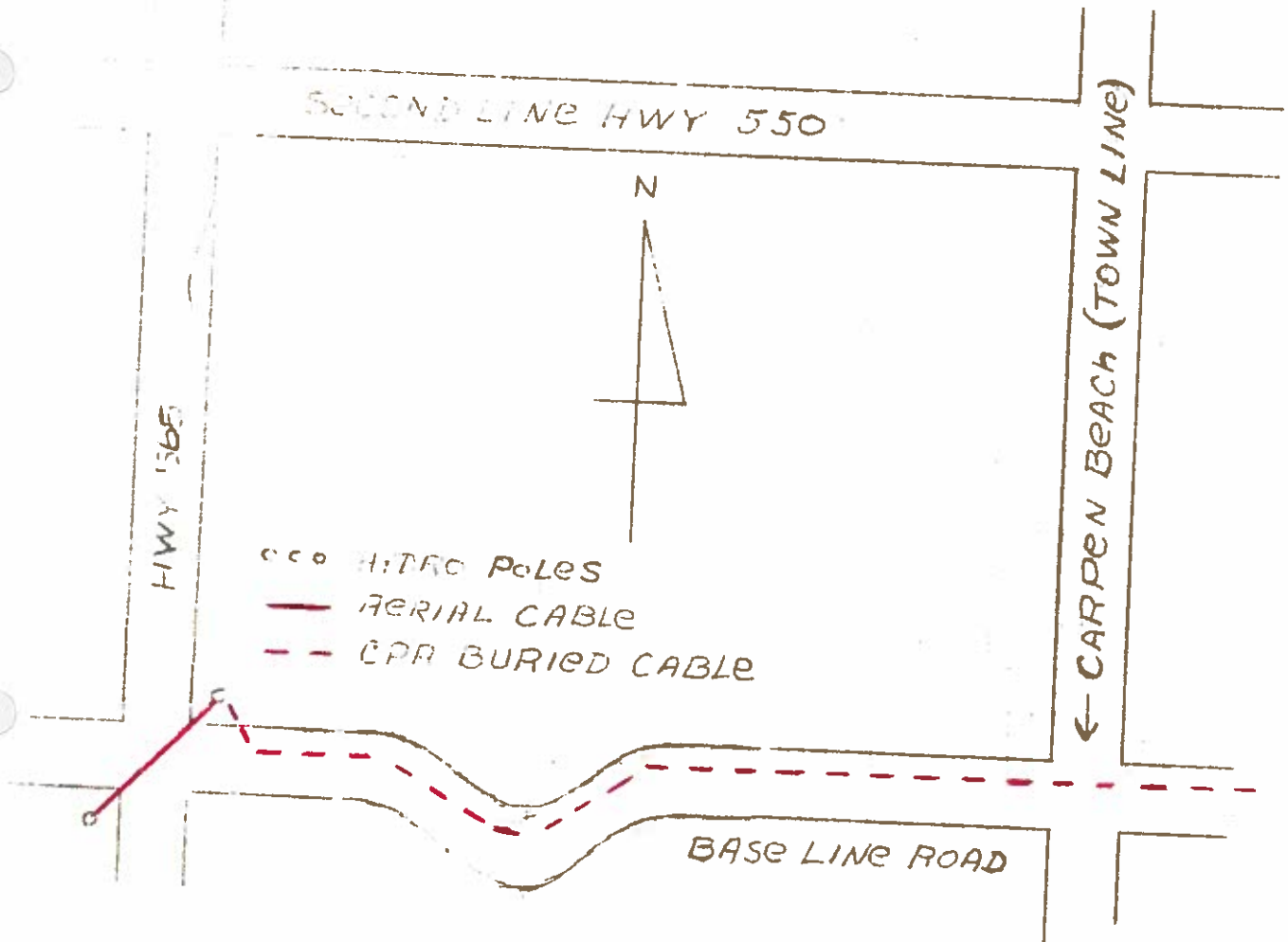
CANADIAN PACIFIC RAILWAY

-and-

THE MUNICIPAL CORPORATION OF
THE TOWNSHIP OF PRINCE

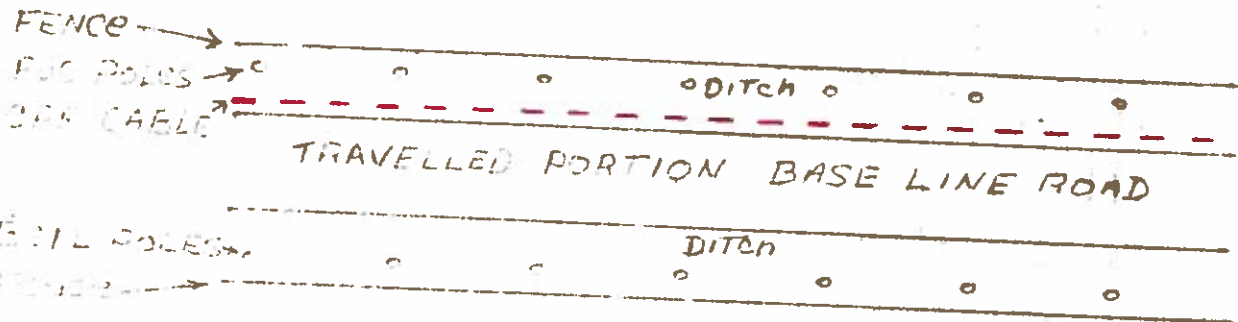
A G R E E M E N T

HENRY LANG, O.C.,
Barrister & Co.,
157 East St.,
Sault Ste. Marie, Ont.



CST

Superintendent Telecommunications



By Law #341

L. Lemcke
Merk.

Municipality of Prince,
P.O. BOX 120,
SAULT STE. MARIE, Ontario.