

## Corporation of the Improvement District of Temagami

By-law Number '1

2.69

A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT WITH THE  
MINISTER OF TRANSPORTATION AND COMMUNICATIONS FOR ONTARIO  
RELATING TO A ROAD UNDER THE JURISDICTION OF THE CORPORATION  
OF THE IMPROVEMENT DISTRICT OF TEMAGAMI, DESIGNATED AS  
DEVELOPMENT ROAD NUMBER 1156.

It is hereby enacted by the Council of the Corporation  
of the Improvement District of Temagami.

1. That the Chairman and Secretary-Treasurer  
are hereby authorized to execute an agreement between  
the Minister of Transportation and Communications  
for Ontario and the Corporation ^£ the Improvement  
District of Temagami attached hereto and marked  
Schedule "A".

Read a first, second and third titne and passed this

VI <sup>th</sup> day of V^^

APPROVED  
MINISTRY VTS^Y. ECONOMICS  
AND INTERGOVERNMENTAL AFFAIRS

OCT 12 1972

(Seal)

*L. J. Hill*

*[Signature]*  
Chairman

*[Signature]*  
Secretary-Treasurer

I hereby certify that the foregoing is a true copy of By-law  
Number?]-passed by the Council of the Corporation of  
the Improvement District of Terrtagami

on the

21<sup>th</sup>

day of

SEPTEMBER

, 19^.

*[Signature]*  
Secretary-Treasurer

SCHEDULE "A"

THIS AGREEMENT BETWEEN

HER MAJESTY THE QUEEN in right of the Province  
of Ontario, as represented by the Minister of  
Transportation and Communications  
hereinafter called

the Department,

and

THE CORPORATION OF THE IMPROVEMENT  
DISTRICT OF TEMAGAMI  
hereinafter called

the Corporation,

WITNESSETH THAT:

the Minister of Transportation and Communications for  
Ontario has designated as a development road on the  
30th day of August 1972, the road described  
as follows:

Designated  
Development  
Road Number

Description

1156

BEING that part of the road known  
as the Copperfield Mine Road in the  
Improvement District of Temagami,

COMMENCING at the west limit of  
King's Highway Number 11,

THENCE south-westerly for a distance  
of approximately 10.5 miles.

AND WHEREAS the said road or part thereof is under the jurisdiction  
of the Council of the Corporation.

NOW THEREFORE THIS AGREEMENT WITNESSETH that, in con-  
sideration of the premises and the covenants hereinafter contained,  
the parties hereto, for themselves and their respective successors  
and assigns, do hereby mutually covenant and agree as follows:

1. The Department agrees and hereby undertakes while this agreement  
remains in force to construct or improve the said road either by  
itself or by a contractor or by the Corporation to a standard which  
in the opinion of the Department is satisfactory for the type and  
intensity of traffic using the said road to which may be possible  
having regard to the funds available for the purpose but the Department  
does not assume any liability for the said road.

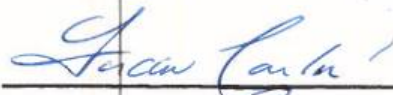
2. The Corporation agrees and hereby undertakes to acquire any land within the boundaries thereof which may be required for widening or deviating the said road or which may be otherwise required in connection with the construction, improvement or maintenance of the said road and to bear the cost thereof including any necessary fencing.
3. It is understood and agreed that the Corporation is and will continue to be responsible for the maintenance and repair of the said road and the Corporation covenants and agrees that after the designation of the said road as a Development Road has been revoked the Corporation will maintain it and keep it in a state of repair satisfactory to the Department and in default thereof the Department may, pursuant to section 95 of The Public Transportation and Highway Improvement Act, R. S. O. 1970 Chapter 201, itself repair the road and charge the cost to the Corporation.
4. The Corporation agrees and hereby undertakes to indemnify and save harmless the Department from and against all loss, costs, expense or damage which the Department or its officers or the public may incur, suffer or be put to by reason of any work being done on the said road or part thereof over which the council of the Corporation has jurisdiction or by reason of any accident, damage or injury which may be sustained on account of such work being done or the same being maintained or on account of the condition of the said road or part thereof at any time.
5. This agreement shall remain and continue in force until the designation of the said road as a Development Road has been revoked excepting paragraph 3 thereof which shall remain and continue in force.
6. This agreement shall be effective on the date it is executed by the Minister of Transportation and Communications for Ontario.

IN WITNESS WHEREOF

HER MAJESTY THE QUEEN in the right  
of the Province of Ontario

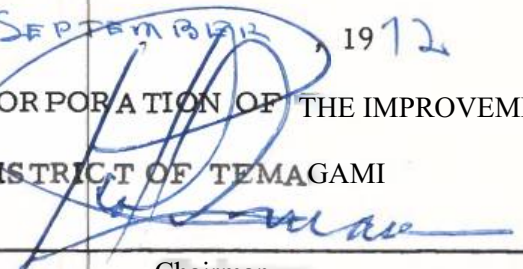
This 4th day of October, 1972

(Seal)

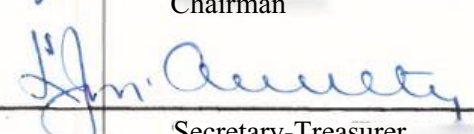
  
\_\_\_\_\_  
Minister of Transportation and  
Communications

Signed and sealed this 27th day of

SEPTEMBER, 1972  
CORPORATION OF THE IMPROVEMENT  
DISTRICT OF TEMAGAMI

  
\_\_\_\_\_  
Chairman

(Seal)

  
\_\_\_\_\_  
Secretary-Treasurer

