

THE CORPORATION OF THE TOWNSHIP OF MCGARRY

BY-LAW NO. 94-14

being a by-law to authorize the execution of an agreement with Ms. Linda Plante, Kearns, Ontario to lease land from the Township of McGarry.

The Council of the Corporation of the Township of McGarry enacts as follow:

1. THAT the Reeve and Clerk-Treasurer be and they are hereby authorized to execute an agreement with Linda Plante, Kearns, Ontario, to lease land from the Township of McGarry, a copy of which agreement is attached hereto and marked Schedule "A" to this by-law.

2. THAT by-law no. 89-8 being a by-law to authorize the execution of an agreement with Mr. and Mrs. Robert Lahaie to lease land from the Township of McGarry be rescinded.

First and second reading this 22nd day of November 1994

Third and final reading this 22nd day of November 1994.


Clermont Lapointe
Reeve


June Lamb
Clerk-Treasurer

THE CORPORATION OF THE
TOWNSHIP OF MCGARRY

PHONE 705-634-2145 : FAX 705-634-2700

27 WEBSTER STREET
P.O. BOX 99, VIRGINIATOWN, ONTARIO P0K 1X0

SCHEDULE "A" TO BY-LAW
NO. 94-14
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L E A S E

The Township of McGarry is the owner of the 18' wide laneway that runs parallel to the east side of Lynch Avenue in Kearns.

Ms. Linda Plante, Lynch Avenue, Kearns, is now the owner of the North part of Lot 56 (17.5' fr. x 100') and Lot 57 (35' fr. x 100') Plan M.125, 10 Lynch Avenue, Kearns, and wishes to lease the portion of the laneway that is directly behind these two lots.

1. The portion of the subject laneway is shown on the attached map, highlighted in yellow. The map, marked "Attachment No. 1", forms part of this lease.
2. It is acknowledged that there is a garage on this portion of the laneway and is included in this lease. The garage was built by Mr. and Mrs. Robert Lahaie, the previous owners of Lots 56 and 57, under a lease agreement with the Township of McGarry dated May 18, 1989 - by-law No. 89-8.
3. Ms. Plante will pay to the Township of McGarry an annual rental fee of \$50.00 in advance. The first payment will be due on the first day of June 1995, and subsequent annual payments will be made on the first day of June each year thereafter.
4. This lease may be broken by either party giving to the other 60 (sixty) days written notice.
5. In the event of the lease being broken by Ms. Plante there will be no refund of any portion of the lease amount paid unless the lease has more than 6 months to run to renewal.
6. Provided, and it is expressly understood, that any improvements to the property of whatsoever nature or kind which are presently on the property or which may be brought on the property during the term of this lease shall be wholly at the risk of Ms. Linda Plante.

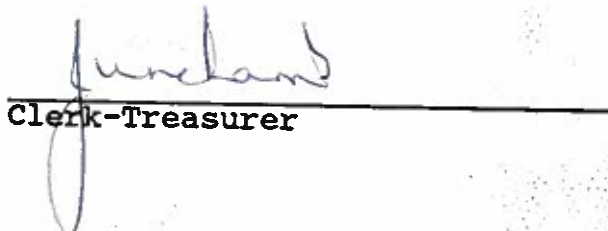
Dated this 22nd day of November 1994.

The above terms are accepted
Township of McGarry

The above terms are accepted


Reeve


Linda Plante


Clerk-Treasurer



PUBLIC SCHOC

This is the
area to be
leased



KEARNS TOWNSITE.