

**THE CORPORATION OF THE TOWNSHIP OF MCGARRY**

**BY-LAW NO. 94-15**

being a by-law to authorize the execution of an agreement with Mr. Richard Desgagne, 41 Colville Street, Virginiatown, Ontario, to lease land from the Township of McGarry.

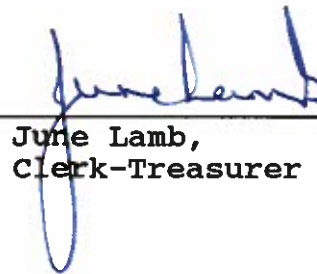
The Council of the Corporation of the Township of McGarry enacts as follows

1. THAT the Reeve and Clerk-Treasurer be and they are hereby authorized to execute an agreement with Richard Desgagne, 41 Colville Street, Virginiatown, 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.

First and Second reading this 19th day of December 1994.

Third and Final reading this 19th day of December 1994.

  
Clermont Lapointe  
Reeve

  
June Lamb,  
Clerk-Treasurer

LEASE

Mr. Richard Desgagne, 41 Colville Street, Virginiatown, is the owner of Lot 297, Plan M132 and wishes to lease the laneway that is directly beside his lot.

GSR Mining Corporation, being the owner of Lot 296 which abuts this laneway, was notified of Mr. Desgagne's wish to lease the laneway and had no objection.

THEREFORE, the council of the Township of McGarry agrees to lease to Mr. Richard Desgagne the 15' laneway directly beside lot 297, Plan M132 on the following terms:

1. The laneway to be leased is shown on the attached map, highlighted green, and the map, marked Attachment No. 1, forms part of this agreement.
2. Mr. Desgagne will pay to the Township of McGarry an annual rental fee of \$50.00 in advance. The first lease payment will be due on the 1st day of January, 1995 and subsequent annual payments will be made on the first day of January each year thereafter.
3. The lease may be broken by either party giving to the other 60 (sixty) days written notice, and any improvements on the land will have to be removed.
4. In the event of the lease being broken by Richard Desgagne, 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.
5. Provided, and it is expressly understood, that any improvements on the property of whatsoever nature of kind which may be brought on the property during the term of this lease shall be wholly at the risk of Mr. Desgagne.

Dated this 19th day of December 1994

The above terms are accepted.



Richard Desgagne

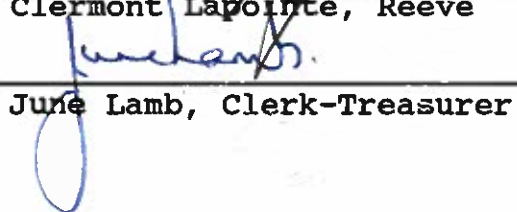
Signed in the presence of:



For the Township of McGarry

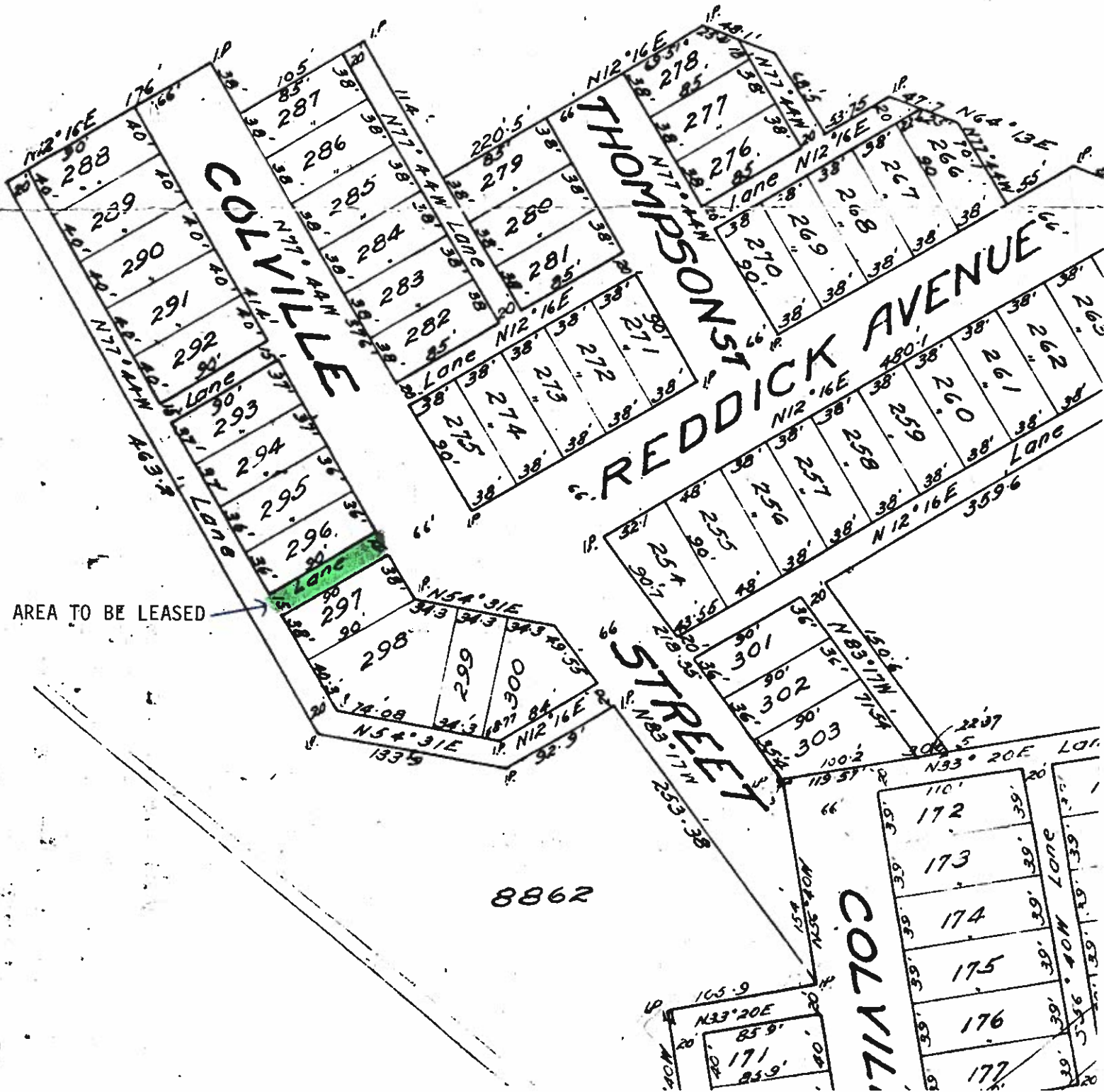


Clermont Lapointe, Reeve



June Lamb, Clerk-Treasurer

SCHEDULE "A" TO BY-LAW NO. 94-15  
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AREA TO BE LEASED

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