



CANADA

Government of Quebec

DEPARTMENT of LANDS and FORESTS

FILE 102842

LANDS SERVICE

No. 27,006

LEASE

BETWEEN the Honourable Minister of Lands and Forests, and for and in the name of the Government of Quebec, duly authorized to the purposes hereof by and in virtue of order-in-Council number 541-72 dated February 22nd 1972, herein represented by his Joint Deputy Minister, Mr. Antonio Gagnon

PARTY OF THE FIRST PART, hereinafter named the "LESSOR", and

Mr. Allan H. McLean, 53-54

PARTY OF THE SECOND PART, hereinafter named the "LESSEE", which said Parties, acting as aforesaid, have declared, covenanted and agreed as follows: —

The LESSOR hereby leases to the LESSEE, accepting hereof, the following, viz: —

Lot thirty-six (36), range "D", Township of Leslie, Lake Otter;

of an area of 0.60 acre more or less, such as the whole now is and with which the LESSEE declares to be content and satisfied, having seen and examined the same.

The LESSEE declares moreover that the above mentioned land is neither occupied nor improved.

THE PRESENT LEASE is furthermore subject to the following charges, clauses and conditions, viz: —

1° Term: — The present lease is granted for a term of ten (10) years, to be computed from the first day of September 1974, with option of renewal at the discretion of the LESSOR as stated hereafter.

2° Rental: — The LESSEE will pay to the LESSOR an annual rental of \$45.00 (forty-five dollars). This rental shall be payable in advance every second year.

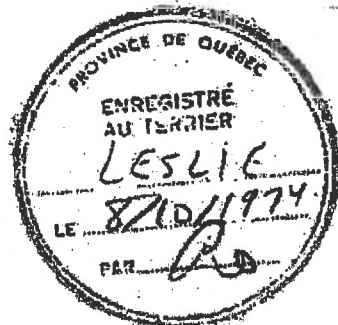
3° Right of the Lessee: — The LESSEE is hereby authorized to occupy and enjoy the land presently leased, but solely for the following purposes, viz: — private summer resort.

4° Improvements: — The LESSEE shall be bound to make on the land at present leased, during the first year of the lease, improvements to the value of at least \$ 500.00 and to maintain, after and during all the rest of the term, construction to the value of at least \$ 3,000.00.

5° Transfer: — The LESSEE shall not transfer his rights in the present lease nor sublet the said land or any part thereof without the written consent of the LESSOR. Should a transfer be accepted, a fee of \$ 10.00 shall be charged.

6° Special Clauses: —

The water-closets and cesspools must be situated at a distance of at least 100 feet from the shore, the part of the shore facing the site now rented must be cleared of dead trees and of refuse, and the decorative trees on the shore must be safeguarded as much as possible.



7° Taxes: — The LESSEE shall be bound to pay all taxes, assessments and other dues that may be lawfully imposed upon the said land during the term of the present lease.

8° Federal and Provincial Laws: — The LESSEE shall be bound to comply with federal and provincial laws concerning the protection of forests, public lands, navigation even of pleasure crafts, mines, fisheries, the driving of logs, and dams.

9° Dams: — The LESSEE shall not have the right to claim against anybody for damage caused or liable to be caused, by the construction and maintenance of any dam duly authorized by the Government.

10° Right of way for third parties: — The LESSEE shall be bound to give, without charge, on the above leased premises, at the request of the LESSOR, and at the place chosen by the latter, to an owner or holder of Crown lands, a right of way for persons and vehicles, which in the opinion of the LESSOR is necessary to such granted or leased to enjoy the lands granted or leased.

11° Timber: — It is also agreed that the present lease gives no right whatsoever to the LESSEE to the timber growing on the said land. Should the LESSEE need to cut timber for the purposes mentioned in the said law, prior permission must be obtained from the proper authorities.

12° Renewal: — The LESSEE will be granted the right to a reasonable renewal of the lease at the expiration of the term, at conditions to be then fixed by the LESSOR, if improvements satisfactory to the LESSOR have been made on the leased premises.

13° Right of way: — The LESSEE shall acquire at his own cost any passage he may need in order to have access to the leased premises.

14° Cancellation: — It is hereby expressly agreed and understood that the LESSOR shall have the right to cancel the present lease and to resume possession and control of the said land, at any time during the said term, upon a simple thirty-day notice in writing sent to the Minister of Lands and Forests to the LESSEE, without any recourse by the LESSEE for compensation or indemnity, on account of his works or improvements, (which nevertheless he may be at liberty to remove) in the event of the said land being, in the opinion of the LESSOR, required for public purposes.

15° The LESSOR may cancel the present lease conformably to articles 42 and following of the Laws respecting Public Lands and Forests (Revised Statutes of Quebec 1941, chapter 95), in each and every of the following cases:

- a) if the lease has been granted upon incorrect information or declarations by the LESSEE
- b) in the event of the LESSEE occupying the said lands for other purposes than those mentioned in the present lease
- c) in the event of the annual rental not being paid in full within thirty days after its falling due (even if proper notice has not been given)
- d) in the event of the LESSEE failing or neglecting to fulfil all or any of the conditions herein set forth and contained.

and this cancellation shall involve the complete forfeiture of all moneys paid by the LESSEE as well as any expenses or improvements laid out or made on the said land.

16° When the lease expires at the end of the term, the LESSEE shall, after being notified by the LESSOR to this effect, remove, at his own expense and immediately, the works carried out, buildings and improvements, so as to leave the land in the same condition in which he received it. Should the LESSEE fail to abide by these instructions within a reasonable time, the LESSOR shall, ipso facto, become sole owner of said works, buildings and improvements. Should he wish to avail himself of the present provisions following the relinquishment of his rights by the LESSEE. The above mentioned relinquishment and the eventual sole ownership, ensuing in favor of the LESSOR also covers all road work and any other work connected therewith, without exception.

17° Place of payments. — All payments under the present lease shall be made in full and directly to the Department of Lands and Forests of the Province of Quebec, as by these presents stipulated, the LESSOR specially reserving his right to accept or refuse any partial payment. Interest at the rate of seven per cent (7%) will be charged on all delayed payments.

THUS DONE and SIGNED in duplicate at OTTAWA POST OFFICE (Downsview)

on the 27th / SEPTEMBER, 1974, for the LESSEE, and at Quebec

on the October 2, 1974, for the LESSOR.

53-54

Joint Deputy-Minister of Lands and Forests

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First Witness

Lessee

53-54

Second Witness



CANADA

Government of Quebec

DEPARTMENT of LANDS and FORESTS
LANDS SERVICE

No. 27,007

LEASE

BETWEEN the Honourable Minister of Lands and Forests, and for and in the name of the Government of Quebec, duly authorized to the purposes hereof by and in virtue of order-in-Council number 541-72 dated February 22nd 1972, herein represented by his Joint Deputy Minister, Mr. Antonio Gagnon.

PARTY OF THE FIRST PART, hereinafter named the "LESSOR", and

Mr. Wayne P. Williams,

53-54

PARTY OF THE SECOND PART, hereinafter named the "LESSEE", which said Parties, acting as aforesaid, have declared, covenanted and agreed as follows: —

The LESSOR hereby leases to the LESSEE, accepting hereof, the following, viz: —

Lot thirty-seven (37), range "D", Township of Leslie, Lake Otter;

of an area of 0.54 acre more or less, such as the whole now is and with which the LESSEE declares to be content and satisfied, having seen and examined the same.

The LESSEE declares moreover that the above mentioned land is neither occupied nor improved.

THE PRESENT LEASE is furthermore subject to the following charges, clauses and conditions, viz: —

1° Term: — The present lease is granted for a term of ten (10) years, to be computed from the first day of September 1974, with option of renewal at the discretion of the LESSOR as stated hereafter.

2° Rental: — The LESSEE will pay to the LESSOR an annual rental of \$45.00 (forty-five dollars). This rental shall be payable in advance every second year.

3° Right of the Lessee: — The LESSEE is hereby authorized to occupy and enjoy the land presently leased, but solely for the following purposes, viz: — private summer resort.

4° Improvements: — The LESSEE shall be bound to make on the land at present leased, during the first year of the lease, improvements to the value of at least \$ 500.00, and to maintain, after and during all the rest of the term, construction to the value of at least \$ 3,000.00.

5° Transfer: — The LESSEE shall not transfer his rights in the present lease nor sublet the said land or any part thereof without the written consent of the LESSOR. Should a transfer be accepted, a fee of \$ 10.00 shall be charged.

6° Special Clauses: —

The water-closets and cesspools must be situated at a distance of at least 100 feet from the shore, the part of the shore facing the site now rented must be cleared of dead trees and of refuse, and the decorative trees on the shore must be safeguarded as much as possible.



For the File

REVERSE SIDE →

7° Taxes: — The LESSEE shall be bound to pay all taxes, assessments and other dues that may be lawfully imposed upon the said land during the term of the present lease.

8° Federal and Provincial Laws: — The LESSEE shall be bound to comply with federal and provincial laws concerning the protection of forests, public lands, navigation even of pleasure crafts, mines, fisheries, the driving of logs, and dams.

9° Dams: — The LESSEE shall not have the right to claim against anybody for damages caused, or failure to be caused, by the construction and maintenance of any dam duly authorized by the Government.

10° Right of way for third parties: — The LESSEE shall be bound to give, without charge, on the above leased premises, at the request of the LESSOR, and at the place chosen by the latter, to any grantee or lessee of Crown lands, a right of way, for persons and parties, which in the opinion of the LESSOR is necessary to such grantee or lessee to enjoy the lands granted or leased.

11° Timber: — It is also agreed that the present lease gives no right whatever to the LESSEE to the timber growing on the said land. Should the LESSOR need to cut timber for the purposes mentioned in the said lease, prior permission must be obtained from the proper authorities.

12° Renewal: — The LESSEE will be granted the right to a reasonable renewal of the lease at the expiration of the term, on conditions to be then fixed by the LESSOR, if improvements satisfactory to the LESSOR have been made on the leased premises.

13° Right of way: — The LESSEE shall acquire at his own cost any passage he may need in order to have access to the leased premises.

14° Cancellation: — It is moreover expressly agreed and understood that the LESSOR shall have the right to cancel the present lease and to resume possession and control of the said land, at any time during the said term, upon a simple thirty-day notice in writing from the Hon. Minister of Lands and Forests to the LESSEE, without any recourse by the LESSEE for compensation or indemnity on account of his works or improvements, (which nevertheless he may be at liberty to remove) in the event of the said land being, in the opinion of the LESSOR, required for public purposes.

15° The LESSOR may cancel the present lease, conformably to articles 42 and following of the Laws respecting Public Lands and Forests (Revised Statutes of Quebec 1941, chapter 93) in each and every of the following cases:

- a) If the lease has been granted upon incorrect information or declarations by the LESSEE.
- b) In the event of the LESSEE occupying the said lands for other purposes than those mentioned in the present lease.
- c) In the event of the annual rental not being paid in full within thirty days after its falling due (even if proper notice has not been given).
- d) In the event of the LESSEE refusing or neglecting to fulfill one or more of the conditions herein set forth and contained,

and this cancellation shall involve the complete forfeiture of all moneys paid by the LESSEE, as well as any expenses or improvements laid out or made on the said land.

16° When the lease expires at the end of the term, the LESSEE shall, after being notified by the LESSOR to this effect, remove, at his own expense and immediately, the works carried out, buildings and improvements, so as to leave the land in the same condition in which he received it. Should the LESSEE fail to abide by these instructions within a reasonable time, the LESSOR shall ipso facto, become sole owner of said works, buildings and improvements, should he wish to avail himself of the present provisions following the relinquishment of his rights by the LESSEE. The above mentioned relinquishment and the eventual sole ownership ensuing in favor of the LESSOR also covers all road work and any other work connected therewith, without exception.

17° Place of payments: — All payments under the present lease shall be made in full and directly to the Department of Lands and Forests of the Province of Quebec, as by these presents stipulated, the LESSOR specially reserving his right to accept or refuse a partial payment. Interest at the rate of seven per cent (7%) will be charged on all delayed payments.

THUS DONE and SIGNED in duplicate at OTTAWA, ONTARIO, CANADA

on the 30TH DAY OF SEPTEMBER, 1974, for the LESSEE, and at Quebec

on the October 10, 1974, for the LESSOR.

53-54

Deputy-Minister of Lands and Forests

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First Witness

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Lessee

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Second Witness