

# Lease Renewal

## DEPARTMENT OF RAILWAYS AND CANALS

SUPPLEMENTAL LEASE.

~~BETWEEN~~

~~HIS MAJESTY THE KING~~

~~-and-~~

~~THE CORPORATION OF THE CITY OF FORT WILLIAM~~

Dates of authorizing

Orders in Council.. . . . October 9th, 1922; and  
January 26th, 1931.

Date of Agreement.. . . . June 29th, 1931.

Public Work Concerned. . . . . Canadian National Railways.

Description.. . . . RENEWING for two further terms  
of 21 years each, commencing on January  
1, 1936, Lease No. 25209, dated June 30th,  
1922, and providing that the rental shall be  
\$1.00, annually, for each renewal term.

End of first term.. . . . December 31, 1956.

### DEPARTMENTAL REFERENCE

FILE No. .... 7452. ✓

MEMORANDA

REVENUE

HIS MAJESTY THE KING, represented herein  
by the Minister of Railways and Canals  
of Canada, hereinafter called the "Lessor"

Of the First Part

and

THE CORPORATION OF THE CITY OF FORT WILLIAM  
in the Province of Ontario, hereinafter  
called the "Lessee"

Of the Second Part

APPROVED  
as to form only  
SOLICITOR

*M.A.*  
Superintendent  
*W.S.*  
*A.M.*  
*J.R.*

WHEREAS by a certain indenture of lease in writing dated  
the 30th day of June, 1922, the Lessor did grant, demise and lease  
unto the Lessee the lands and premises hereinafter more particularly  
described to have and to hold the same for and during the term of  
fourteen (14) years computed from the First day of January, 1922.

AND WHEREAS the Lessee has applied for a renewal of the  
said lease for a term of twenty-one (21) years from the First day of  
January, 1936, being the date of expiry of said lease and for a further  
renewal for a term of twenty-one (21) years from the First day of  
January, 1957.

AND WHEREAS the Lessor has agreed with the Lessee to  
demise and lease the hereinafter mentioned lands for a further term  
of twenty-one (21) years, to commence on the First day of January,  
1936, and for an additional further term of twenty-one (21) years  
from the First day of January, 1957, subject to the covenants, terms  
and provisions as contained in said lease dated 30th June, 1922,  
except the provision as to rental which shall be at the rate herein-  
after provided for.

*J.H.*

NOW KNOW ALL MEN BY THESE PRESENTS that in consideration of the rent hereinafter reserved and of the performance of the covenants and conditions by the Lessee, contained in said lease of the 30th June, 1922, the Lessor doth hereby demise unto the Lessee, its successors and assigns all the messuage and premises described as follows:-

All that certain tract or parcel of land containing twenty-seven and seven hundredths (27.7) acres more or less and being all that portion of the Grand Trunk Pacific Railway Company's Mission Property, in the City of Port William, Province of Ontario, particularly described as follows:- Commencing at a point on the shore line of Thunder Bay, Ontario, distant 22.4 feet along a line bearing N. 89° 59' 30" E. from a planted iron post marked G.T.P. No. 6; thence S. 89° 59' 30" a distance of 1852.0 feet to a planted iron post marked G.T.P. No. 7; thence N. 41° 27' E. a distance of 2916.4 feet to a point; thence 295 feet more or less to the said shore line of Thunder Bay along a curve to the right a radius of 900 feet, described from a point which lies in a line bearing S. 84° 57' E. from the North Western extremity of the last described course, and thence in a South Easterly direction following the sinuosities of the said shore line to the point of commencement, together with such rights to the use of the water immediately in front thereof as may be possessed by the Lessor, but always subject to the Navigable Waters Protection Act. Above described land shown enclosed by red border on blue print plan hereto attached. With access from the City road bounding the demised premises on the West, reserving to the Lessor all rights in the water lot in Thunder Bay fronting on said premises.

TO HAVE AND TO HOLD the said lands and premises for the term of twenty-one (21) years from the First day of January, 1926, and for a further term of twenty-one (21) years from the First day of January, 1957, yielding and paying therefor in advance on the First