Numéro inscription : 69 250

THIS INDENTURE AND DEED OF SALE ENTERED INTO THIS DAY:-

BY AND BETWEEN:

MASSAWIPPI VALLEY RAILWAY COMPANY, a body corporate and politic, having its principal place of business in the City of Sherbrooke, in the District of St.Francis, herein acting and represented by

J. R. Strother, President, and

J. C. Bonar, Secretary, duly

authorized herein in virtue of a resolution of its Board of Directors dated the 8th day of July, 1960, of which resolution a certified copy is hereunto annexed, hereinafter called the

VENDOR,

-AND-

CORPORATION OF THE VILLAGE OF NORTH HATLEY, acting herein and represented by Clifford J.Reed, its Mayor, and B.V.Hopcraft, its Secretary-Treasurer, for the purposes hereof duly authorized, under and by virtue of a resolution passed at a meeting of the Council of said Corporation held on the second day of May One thousand nine hundred and sixty, copy of which resolution is hereunto annexed and

CORPORATION OF THE VILLAGE OF AYER'S CLIFF, acting herein and represented by G.A.Mosher, its Mayor, and C.L.Tyler, its Secretary-Treasurer, for the purposes hereof duly authorized, under and by virtue

No. 69250
Registered the AUG 26 1960 19
at 9 M.
Registrar

1046666992

Numéro inscription : 69 250

of a resolution passed at a meeting of the Council of said Corporation held on the second day of May One thousand nine hundred and sixty, copy of which resolution is hereunto annexed, hereinafter called the

PURCHASERS,

WHICH said parties have made the following declarations and agreements:-

WHEREAS the Vendor is vested with the possession of the North Western section of a concrete dam erected from bank to bank across the Massawippi River;

AND WHEREAS said section of the concrete dam owned by the Vendor is not required for the Vendor's business and undertaking;

AND WHEREAS the Purchasers are vitally concerned in maintaining control of the waters of the Massawippi Lake and Massawippi River at as uniform a level as possible in their own interests and those of the bordering communities and riparian owners surrounding the said Lake;

AND WHEREAS the Purchasers desire to acquire from the Vendor the said section of dam and land more particularly described in Article I hereof, and WHEREAS the Vendor is willing to convey the said section of dam and land to the Purchasers upon the terms, conditions and restrictions hereinafter set forth;

Numéro inscription : 69 250

AND WHEREAS for the purpose of this conveyance the elevation of the water level of said Lake and River hereinafter quoted are given by reference to the Bench mark established by the Department of Interior of Canada, Geodetic Survey of Canada Precise Levelling Bench Mark No.27-A-2 North Hatley, elevation 531.981;

AND WHEREAS the stablility of the railway roadbed on the shores and in the vicinity of the said Lake and River requires,so as not to be imperilled and injured,that the level of said Lake Massawippi and said Massawippi River should not exceed elevation 528.40;

NOW THESE PRESENTS WITNESS, and the parties do hereby agree,in consideration of the premises and of the several covenants and agreements herein contained, as follows:-

ARTICLE I. The Vendor hereby sells, conveys and makes over with immediate possession, but without warranty as to exact measurements or title, unto the Purchasers hereby accepting, the following immoveable property in its present condition, the Purchasers declaring to be satisfied therewith,to wit:-

All that certain tract or parcel of land formerly known as part of Lot twenty-four(pt.24) Range three(3),Township of Hatley,and now known as part of Lot one thousand and eight(pt.1008) on the cadastral plan and in the book of reference for the Township of Hatley,County of Stanstead,being part

Description Correct
R/W & L. Agt.

Numéro inscription : 69 250

of the right-of-way lands of the said Massawippi Valley Railway Company which acquired the said lands from one Jetson Putney by deed dated January 31,1870, registered in the Registry Office for the said County in Book 16,page 497,under No.383,the limits of the said tract or parcel of land, hereby conveyed,being more particularly described as follows:-

COMMENCING at the point where a line drawn parallel to and at a square distance of forty (40) feet measured southeasterly from the centreline of the main line track of the said Railway as now built through said Lot one thousand and eight (1008) intersects the northerly limit of the Public Road leading to the new highway bridge over the Massawippi River;

THENCE northerly along the said parallel line a distance of one hundred (100) feet,more or less,to a point in the westerly shore line of the said Massawippi River;

THENCE in a general southerly direction along the said westerly shore line to its intersection with the northerly limit of the said Public Road;

THENCE westerly along the said last mentioned limit to the point of commencement.

SAID TRACT OR PARCEL of land one thousand and eight(1008) being bounded towards the northwest by another part of said Lot one thousand and eight (1008),towards the east by the said Massawippi River and towards the south by the said Public Road.

ALL DISTANCES herein mentioned are in English Measure.

TOGETHER WITH all the rights of the said Railway Company as riparian proprietor up to the centre line of the said Massawippi River ad medium filum aquae as contained in the Judgment of the Supreme Court of Canada rendered June 8,1903,re Massawippi Valley Railway Company and J.B.Reed as reported at 33 S.C.R.,457.

TOGETHER WITH the aforesaid section of the dam presently erected in the bed of the Massawippi River.

ARTICLE 2 The Vendor shall not be called upon to furnish title deeds or certificates of search other than to give communication on demand of those which it may have in its possession;

Numéro inscription : 69 250

ARTICLE 3. The Vendor shall not be called upon to contribute to the fencing,drainage or bornage of the said sold land;

ARTICLE 4. The Purchasers shall pay the cost of this Deed,its registration and a copy for the Vendor;

ARTICLE 5. The Purchasers shall adopt such measures as may be necessary to regularly maintain the level of Lake Massawippi and Massawippi River at a level not to exceed elevation five hundred and twenty-eight point forty (528.40) in the maximum, it being understood that any rights hereby granted for flooding the Vendor's riparian lands are limited to such land below elevation five hundred and twenty-eight point forty (528.40); provided,however, that whenever requested so to do by the Vendor for the purpose of carrying out repairs to the railway trestle at North Hatley,or to any other railway bridge or culvert,the Purchasers shall take such steps as may be required to lower the elevation of the water in the Lake so as to permit such repairs to be carried out economically and conveniently by the Vendor;

ARTICLE 6 The Purchasers and their successors and assigns in title hereby jointly and severally undertake to guarantee and indemnify the Vendor against all liability that may result from the use of the property hereby conveyed or from the breach of the covenant herein contained in respect

Numéro inscription : 69 250

of the elevation of the level of Lake Massawippi and Massawippi River;

ARTICLE 7 The present sale is thus made for the price and sum of One Dollar($1.00) which the Vendor acknowledges to have received from the Purchasers whereof quit.

INTERVENTION

To these presents came and intervened:-

QUEBEC CENTRAL RAILWAY COMPANY, a body corporate and politic, having its head office and principal place of business in the City and District of Montreal, and herein acting and represented by

R. A. Emerson, President, and

J. C. Bonar, Secretary, duly authorized

for the purpose hereof in virtue of a resolution of its Board of Directors dated the 8th day of July, 1960, a certified copy whereof is annexed hereunto,

-AND-

CANADIAN PACIFIC RAILWAY COMPANY, a body corporate and politic, having its head office and principal place of business in the City and District of Montreal, and herein acting and represented by

G. H. Baillie, Vice-President, and

J. C. Bonar, Assistant Secretary, duly authorized

for the purpose hereof in virtue of a resolution of the Executive Committee of the Board of Directors of the said Company dated the 5th day of July, 1960, a certi-

Numéro inscription : 69 250

fied copy whereof is annexed hereto,

WHO severally declare that they have taken communication of the foregoing Deed of Sale from the Vendor to the Purchasers and who declare that they approve, ratify and concur therein insofar as it may be required or necessary for them so to do and whether as lessees or assigns or otherwise of the said Vendor ;

WHEREFORE the parties have executed these presents, the Vendor and the Intervenants at the City of Montreal aforesaid this **18th** day of **July,** 1960, and the Purchasers at the Village of North Hatley aforesaid this 28th day of July, 1960, in the presence of the subscribing witnesses:

WITNESSES as to execution by VENDOR and INTERVENANTS:

R L Partridge

R Lemieux

MASSAWIPPI VALLEY RAILWAY COMPANY

R Strother
PRESIDENT

Ker Sonar
SECRETARY

QUEBEC CENTRAL RAILWAY COMPANY

R A Emerson
PRESIDENT

Ker Sonar
SECRETARY

CANADIAN PACIFIC RAILWAY COMPANY.

D Macher
VICE PRESIDENT

Ker Sonar
ASSISTANT SECRETARY

Numéro inscription : 69 250

WITNESSES as to execution by PURCHASERS:

CORPORATION OF THE VILLAGE OF NORTH HATLEY:

MAYOR

SECRETARY-TREASURER

CORPORATION OF THE VILLAGE OF AYER'S CLIFF:

MAYOR

SECRETARY-TREASURER

Numéro inscription : 69 250

CANADA.

PROVINCE OF QUEBEC,

DISTRICT OF MONTREAL.

AFFIDAVIT OF EXECUTION:

I, the undersigned, WESLEY HYNDMAN BRADLEY, Advocate and Queen's Counsel residing at 6 Belfrage Road, in the City of Westmount, in the District of Montreal being duly sworn do depose and say:-

1. That I am one of the subscribing witnesses to the foregoing Deed of Sale whereby Massawippi Valley Railway Company sold the parcel of land therein described to the Corporation of the Village of North Hatley and Corporation of the Village of Ayer's Cliff, the Quebec Central Railway Company and Canadian Pacific Railway Company intervening;

2. That the said Deed of Sale was executed on behalf of the said purchasers at the date and place therein set forth, in my presence and in that of the other subscribing witnesses.

AND I HAVE SIGNED.

Sworn before me at the City of Montreal this 2nd day of August, 1960.

Anatole Beugh

A Commissioner of the Superior Court for the District of Montreal.

W H Bradley

Numéro inscription : 69 250

CANADA

PROVINCE OF QUEBEC

DISTRICT OF MONTREAL.

AFFIDAVIT OF EXECUTION.

I, the undersigned, Robert Leonard Partridge,

residing at Apt. 5, 1601 Graham Boulevard, Town of Mount Royal 16, P.Q.,

being duly sworn do depose and say:-

1. That I am one of the subscribing witnesses to the foregoing Deed of Sale whereby Massawippi Valley Railway Company sold the parcel of land therein described to the Corporation of the Village of North Hatley and Corporation of the Village of Ayer's Cliff, the Quebec Central Railway Company and Canadian Pacific Railway Company intervening;

2. That the said Deed of Sale was executed on behalf of the said Vendor and Intervenants at the date and place therein set forth, in my presence and in that of the other subscribing witnesses.

AND I HAVE SIGNED.

R L Partridge

Sworn before me at the City of Montreal this 18th. day of July ~~of June~~, 1960.

A COMMISSIONER of the Superior Court for the District of Montreal.

Numéro inscription : 69 250

C A N A D A
Province of Quebec
Municipality of the Village of Ayer's Cliff

"RESOLVED that the Corporation in concert with the Corporations of North Hatley, &/or West Hatley, of the Township of Hatley and/or the Village of Ste. Catherine de Hatley do acquire from MASSAWIPPI VALLEY RAILWAY COMPANY (and/or the Quebec Central Railway Company and/or the Canadian Pacific Railway Company, as their rights may appear) and from SOUTHERN CANADA POWER COMPANY, LIMITED all their respective right, interest and title to and in the immoveable property, control works and dam located on the Massawippi River near the outlet of Lake Massawippi, that portion thereof belonging to Massawippi Valley Railway Company, or representatives, being a part of Lot One thousand and eight (Pt. 1008) in the Third range of the Township of Hatley, and that portion thereof belonging to the Southern Canada Power Company Limited being parts of Lot Five hundred and seventy-seven (Pts.577) of the said range and Township, together with such riparian rights in the premises as the Vendors may possess, for the price or sum of One dollar ($1.00) and subject to the condition of preserving and maintaining the said dam and its works and/or of rebuilding the said dam in such a manner as not to cause any prejudice or damage to the existing right of way of the Massawippi Valley Railway and subject to the condition that no water power rights for the purpose of generating electricity shall be deemed to be

included in the said sale nor shall the Purchasers or its assigns build or erect on the said property any works for the purpose of generating power: AND BE IT FURTHER RESOLVED that the Mayor (G.A. Mosher) and the Secretary-Treasurer (C. L. Tyler) be and they are authorized to sign and execute for and on behalf of the Corporation all deeds and documents in connection therewith in such form and containing such clauses, conditions and stipulations as they may consider proper and reasonable in the circumstances, their execution of the said documents being evidence of their approval of and concurrence therein, and thereto affix the seal of the Corporation, all that they shall lawfully do in conformity herewith being hereby ratified and confirmed."

I, the undersigned, Secretary-Treasurer of the Village of Ayer's Cliff hereby certify the foregoing to be a true and faithfully copy of a Resolution passed by the Council at its meeting held on the 2nd day of May 1960, at which a quorum of the Village Council were present and voting throughout and which Resolution is still in full force and effect. GIVEN at the Village of Ayer's Cliff, this 3rd day of May , 1960.

Claire L. Tyler
Secretary-Treasurer

Numéro inscription : 69 250

C A N A D A
Province of Quebec
Municipality of the Village of North Hatley

"RESOLVED that the Corporation in concert with the Corporation of West Hatley, ~~or~~ &/ the Township of Hatley, ~~or~~ &/ the Village of Ayer's Cliff and/or of the Village of Ste.Catherine de Hatley do acquire from MASSAWIPPI VALLEY RAILWAY COMPANY (and /or the Quebec Central Railway Company and /or the Canadian Pacific Railway Company as their rights may appear) and from SOUTHERN CANADA POWER COMPANY LIMITED all their respective right, interest and title to and in the immoveable property, control works and dam located in the Massawippi River near the outlet of Lake Massawippi, that portion thereof belonging to Massawippi Valley Railway Company, or representatives, being a part of Lot One thousand and eight(Pt.1008) in the Third range of the Township of Hatley,and that portion thereof belonging to the Southern Canada Power Company Limited being parts of Lot Five hundred and seventy-seven(Pts.577) of the said range and Township,together with such riparian rights in the premises as the Vendor may possess, for the price or sum of One dollar($1.00) and subject to the condition of preserving and maintaining the said dam and its works and /or of rebuilding the said dam in such a manner as not to cause any prejudice or damage to the existing right of way of the Massawippi Valley Railway and subject to the condition that no water power rights for the purpose of

generating electricity shall be deemed to be included in the said sale nor shall the Purchasers or its assigns build or erect on the said property any works for the purpose of generating power: AND BE IT FURTHER RESOLVED that the Mayor (C.J.Reed) and the Secretary-Treasurer(B.J.V.Hopcraft) be and they are authorized to sign and execute for and on behalf of the Corporation all deeds and documents in connection therewith in such form and containing such clauses,conditions and stipulations as they may consider proper and reasonable in the circumstances, their execution of the said documents being evidence of their approval of and concurrence therein, and thereto affix the seal of the Corporation, all that they shall lawfully do in conformity herewith being hereby ratified and confirmed."

I,the undersigned, Secretary-Treasurer of the Corporation of the Village of North Hatley hereby certify the foregoing to be a true and faithful copy of a Resolution passed by the Village Council at its meeting held on the 2nd day of May,1960, at which a quorum of the councillors were present and voting throughout, and which Resolution is still in full force and effect.

GIVEN at North Hatley, this 2nd day of May, 1960:

MUNICIPAL CORPORATION NORTH HATLEY

B J V Hopcraft

Secretary-Treasurer

L 9250

Extract from the Minutes of a Meeting of the Board of Directors of Massawippi Valley Railway Company held at Windsor Station, in the City of Montreal, on Friday, the 8th day of July, 1960.

RESOLVED

That Mr. J. R. Strother, President of the Company, and Mr. J. C. Bonar, its Secretary, be, and they are hereby, authorized to sign and execute on behalf of the Company a draft Agreement now submitted, whereby, in consideration of a nominal consideration of One Dollar ($1.00) Massawippi Valley Railway Company, with the consent of Quebec Central Railway Company and Canadian Pacific Railway Company, conveys to the Corporation of the Parish of North Hatley and the Corporation of the Village of Ayer's Cliff, the Northwestern section of a concrete dam erected from bank to bank across the Massawippi River, on condition that the purchasers shall jointly and severally adopt such measures as may be necessary to maintain the level of Lake Massawippi and Massawippi River so as not to exceed elevation 528.40 in the maximum by reference to the bench marks established by the Department of Interior of Canada, Geodetic Survey of Canada.

CERTIFIED A TRUE EXTRACT

J. C. Bonar

Secretary

Extract from the Minutes of a Meeting of the Board of Directors of Quebec Central Railway Company, held at Windsor Station, in the City of Montreal, on Friday, the 8th day of July, 1960.

RESOLVED

That R. A. Emerson, President of the Company, and J. C. Bonar, its Secretary, be, and they are hereby, authorized to sign and execute on behalf of the Company a draft Agreement now submitted, whereby, in consideration of a nominal consideration of One Dollar ($1.00) Massawippi Valley Railway Company, with the consent of Quebec Central Railway Company and Canadian Pacific Railway Company, conveys to the Corporation of the Parish of North Hatley and the Corporation of the Village of Ayer's Cliff, the Northwestern section of a concrete dam erected from bank to bank across the Massawippi River, on condition that the purchasers shall jointly and severally adopt such measures as may be necessary to maintain the level of Lake Massawippi and Massawippi River so as not to exceed elevation 528.40 in the maximum by reference to the bench marks established by the Department of Interior of Canada, Geodetic Survey of Canada.

CERTIFIED A TRUE EXTRACT

J. C. Bonar

Secretary

Extract from the Minutes of a Meeting of the Executive Committee of the Board of Directors of Canadian Pacific Railway Company duly called and held at the principal office of the Company at Montreal, on Tuesday, the 5th day of July, 1960.

RESOLVED

That G. H. Baillie, Vice-President of the Company, and J. C. Bonar, its Assistant Secretary, be, and they are hereby, authorized to sign and execute on behalf of the Company a draft Agreement now submitted, whereby, in consideration of a nominal consideration of One Dollar ($1.00) Massawippi Valley Railway Company, with the consent of Quebec Central Railway Company and Canadian Pacific Railway Company, conveys to the Corporation of the Parish of North Hatley and the Corporation of the Village of Ayer's Cliff, the Northwestern section of a concrete dam erected from bank to bank across the Massawippi River, on condition that the purchasers shall jointly and severally adopt such measures as may be necessary to maintain the level of Lake Massawippi and Massawippi River so as not to exceed elevation 528.40 in the maximum by reference to the bench marks established by the Department of Interior of Canada, Geodetic Survey of Canada.

CERTIFIED A TRUE EXTRACT

J. C. Bonar

Assistant Secretary