

Numéro inscription : 61 176

Circ. foncière : Sherbrooke

DHM de présentation :

Registre des mentions

In the year one thousand nine hundred and forty-eight, the twenty-third day of December.

B E F O R E Me, Chénier Picard, a Notary Public for the Province of Quebec, residing and practising in the City of Sherbrooke, in the District of St. Francis;

A P P E A R E D:- SOUTHERN CANADA POWER COMPANY LIMITED, a body politic and corporate, having its head office and principal place of business in the City of Montreal, herein acting and represented by its President Jas. B. Woodyatt, and its Secretary, L. C. Haskell, both duly authorized for the purposes hereof, under and by virtue of resolutions duly passed at meetings of Board of Directors of said Company, held August 26th, 1937 and December 19th, 1947, copies of which resolutions are hereto attached after having been signed by the parties hereto and the undersigned Notary, party hereto of the first part, hereinafter called, the

"VENDOR"

A N D

LE SEMINAIRE ST. CHARLES BORROMEE

de Sherbrooke, a body politic and corporate having its head office and principal place of business at the aforesaid City of Sherbrooke, hereto acting and represented by Reverend L. Aldei Fontaine, its Bursar, duly authorized for the purposes hereof under and by virtue of a resolution passed at a meeting of the administrators of said Corporation, held the thirteenth day of September last, 1948, a certified copy whereof is hereunto attached after having been signed by said L. Aldei Fontaine and the undersigned Notary, for identification, party hereto of the second part, hereinafter called the

"PURCHASER"

61176
3 Jours
A 2 HEURES P.M.
Chénier Picard
Notary Public



WHICH said vendor, for the consideration hereinafter mentioned, doth hereby sell, convey and make over, with legal warranty and free and clear of all encumbrances except as hereinafter mentioned, unto the Purchaser hereof accepting, the following immoveable property that is to say:-

D E S C R I P T I O N

Cadastral lots official subdivision nos. three and four of lot no. six hundred and fifty-one (651-3 & 651-4) of the Official Plan and Book of Reference for the Township of Orford, with sufficient land to be deducted from official subdivision lot no. one of said lot six hundred fifty-one (651-1) and no. two of said lot six hundred fifty-one (651-2) of said cadastre to make with said subdivision lots nos. three and four (651-3 & 651-4), a total of thirty-three acres. This property is situated at the north end of Lake Webster (Mont joie) at and near the outlet of the Lake into Key Brook.

T I T L E

The Vendor acquired the said property, with a greater extend, from The Fletcher Pulp and Lumber Company, Limited under a Deed of Sale executed before the undersigned Notary on the twenty-fourth day of October, one thousand nine hundred and twenty-seven and registered in the Registry Office for the County of Sherbrooke under No. 21724 and in the Registry Office for the County of Richmond under No. 15252; all the other properties, rights privileges, etc., as acquired by the Vendor in said Deed of Sale not being affected by this sale and remaining the property of the Vendor. The said property, with greater extent, has been re-registered in the Registry

Office for the County of Sherbrooke by a renewal notice of Oct. 29, 1932, under No. 28378, the official cadastral lot numbers having been revised..

C O N D I T I O N S

This sale is thus made subject to the following conditions to the fulfilment whereof the Purchaser obliges itself, namely:

1. To pay all assessments and rates both general and special for which said property may be or become liable from the date hereof, including the instalments maturing after that date of special assessments heretofore imposed.

2. Not to call upon the Vendor to contribute to the fencing, drainage or bornage of the said property, or to furnish title deeds and certificates of search, the Vendor undertaking to give the Purchaser communication at its office in the City of Montreal, on demand, of those which it may have.

3. To pay the costs of this Deed, its registration and of a copy for the Vendor.

RESERVATIONS AND SERVITUDES

The Vendor reserves as perpetual servitudes on the property above sold and described in favor and for the benefit of the Vendor on the electric distribution system and other immoveables in the Province of Quebec, belonging to the said Vendor, its successors, representatives and assigns, the following rights and restrictions all undertaken and agreed to by the Purchaser:-

1. To run or place overhead or underground electric transmission and telephone line or lines which may be constructed in future on or across said sold property, including the right to place or construct thereon

poles, and anchors, towers, supports, structures, guy wires, etc.;

2. To run a duct line or lines, and pipes, over and under said property;

3. No structures of any sort shall be erected and no tree or trees shall be planted in, near or within falling distance of the said transmission lines. The Vendor shall have the right to trim and cut any trees on the said sold property and to do other such acts as may be necessary for the full operation of said transmission and telephone lines and duct or pipe lines and their maintenance in good order, including the right of ingress and egress for its employees and employees' vehicles at all times on said sold property, for the construction, operation and maintenance of said lines; the whole without any compensation therefor.

4. The Vendor reserves the Wing Dam situated at the outlet of the lake into Key Brook, with its sluice, gate structure, gauge, etc., together with all the water power, damming, riparian and flowage rights as originally acquired from The Fletcher Pulp & Lumber Co. Ltd., under the said Deed of Sale of October 24th, 1927 and by virtue of Letters Patent granted by the Government of the Province of Quebec to Seminaire de St. Charles-Borromeo on January 28th, 1920, and registered at Sherbrooke Division Registry Office under number 23090, no rights to water power or other riparian or flowage rights being conveyed to the said Purchaser herein but being expressly reserved by the Vendor, its successors or assigns, including the right to increase the height of the dam and raise the water in the lake as high as but not higher than the top of the iron pin set in rock and concrete

on the small rock island situated in the lake about 500 feet opposite its outlet into Key Brook, the top of which iron pin is the Bench Mark (B.M.) referred to on the plan dated Nov. 13/47 and numbered 2-1-186, which plan is annexed hereto to form part of these presents, after having been signed "Ne Variatur" by the parties hereto, the said Bench Mark corresponding to the elevation of six (6) feet on the water level gauge board situated at the sluice of the dam as shown on said plan, with full exoneration for any damages that might in future result therefrom by ice, flooding or otherwise whatsoever, and with full right of ingress and egress to the dam and works for the employees and employees' vehicles of the Vendor, its successors or assigns, for the purpose of maintaining and operating the said dam and works; the Vendor retaining the control of the discharge of water from the lake and of the water level of the lake up to the elevation of the said Bench Mark, so that the Vendor may take full advantage of the power and storage of the water at all times, it is however agreed by and between the parties hereto that if and when the vendor increases the height of its dam and control works to maintain the level of the lake above the elevation of four and a half (4.5) feet on the above-mentioned water level gauge board, the vendor will suitably raise the roadway leading to the Club House of the Purchaser and put in all necessary protective works to ensure that the Purchaser named herein suffers no damage due to such acts by the vendor.

5. The Purchaser hereby grants to the Vendor the right to flood, up to the elevation of the said Bench Mark, all property bordering the said lake that it may

have acquired since the twenty-fourth day of October, one thousand nine hundred and twenty-seven, and that it may acquire in future.

6. The Vendor will have the full and unrestricted use of the said sold property for the purposes of the construction, operation and maintenance thereon of its hydro-electric development or water storage dam, and works, canals, flumes, etc., that may already be constructed or which may be necessary to construct in future thereon, including the full use therefrom, for those purposes, of earth, sand, gravel, rock, brush, trees, timber or other materials, including water from springs.

P R I C E

THIS SALE is thus made for and in consideration of the price and sum of ONE THOUSAND DOLLARS (\$ 1,000.00), paid cash, at the execution hereof, by the Purchaser to the Vendor, whereof quit:

I N T E R V E N T I O N

AND HERETO INTERVENED:

The Montreal Trust Company, a corporation duly incorporated and having its head office and principal place of business at the City of Montreal, hereinaacting by its General Manager O. B. Thornton and its Assistant Manager H. J. Knublely both of the City of Montreal, hereto duly authorized in virtue of BY-Law Number 12 of the Montreal Trust Company, whereof a certified copy is attached hereto, signed for identification.

The said Intervenants being the Trustees for the bondholders under a certain Deed of Trust and Mortgage granted in its favor by the Vendor, executed before Notary W. A. Moisan on the twenty-fifth day of March, nineteen hundred and thirty-seven, and registered in the

Registry Office for the County of Sherbrooke under No. 34-L-1; which said Intervenants at the request of the Vendor and in consideration of the sum of one dollar and other good and valuable considerations, which said sum has been paid by the Vendor to the said Intervenants this day, doth release the immoveable property hereinabove described from the operation of the hypothec created under the said Deed registered under No. 34-L-1, and doth require the Registrar for the Registration Division for the County of Sherbrooke to make all necessary entries of radiation in the books of the said Registry Office.

The present Main-Levee and release has thus been given without novation or prejudice to the hypothec created in favor of the said Intervenants upon the remaining immoveable property described in the said Deed of Trust and Mortgage, which shall remain intact and undisturbed.

WHEREOF ACTE DONE AND PASSED at the office of the undersigned Notary on the day month and year first herein written, under number eighteen thousand and eighty-three and after due reading hereof the parties hereto have signed with me said Notary.

(Signed) "SOUTHERN CANADA POWER COMPANY LIMITED
 " Jas. B. Woodyatt
 " L. C. Haskell"
 " "LE SEMINAIRE ST.CHARLES BORROMEE
 " L. A. Fontaine, Proc."
 " "MONTREAL TRUST COMPANY
 " O. B. Thornton
 " Vice-President and Derector.
 " H. J. Knubley
 " Assistant General Manager"
 " "Chénier Picard,Not."

True copy of the original of record in my office.

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Signatures numériques

Reproduction du nom du signataire du document numéro 61 176

Nom du signataire du document 61 176

Aucune signature