

In the year one thousand nine hundred and fifty-four, the twenty-ninth day of June.

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 Joseph Alphonse Pagé, its Vice-President and Victor John Nixon, its Secretary, both of Montreal aforesaid, and duly authorized for the purposes hereof, under and by virtue of two certain resolutions duly passed at the meetings of the Board of Directors of said Company, on the 23rd day of May 1952, and on the 18th day of December 1953, respectively, certified copies of which are annexed to the original hereof, after having been signed by said Joseph Alphonse Pagé, Victor John Nixon and the undersigned Notary, for identification, party hereto of the first part, hereinafter called, the

"VENDOR"

A N D

La Corporation de l'Université de Sherbrooke, a body politic and corporate having its head office and principal place of business at the aforesaid City of Sherbrooke, herein acting and represented by Reverend Reoméo Leroux, its Bursar, duly authorized

81212  
L'UNIVERSITÉ LE  
6 juillet 1954  
2 heures P.M.  
Sylvestre & Bolduc  
Notaires



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for the purposes hereof, under and by virtue of a resolution passed at a meeting of the administrative body of said Corporation, held this day, a certified copy whereof is hereunto attached, after having been signed by said Reverend Roméo Leroux and the undersigned Notary, for identification, party hereto of the second part, hereinafter called, the

"PURCHASER"

WHICH said vendor, for the consideration hereinafter mentioned, doth hereby sell, convey and make over, with 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:

DESCRIPTION

The Dam Site, comprising the Dam, Sluiceway, Spillway, Operating apparatus including gates, gauge, etc., also the Wing Dams, one on each side of the said Dam, the whole situate at the outlet of Lake Webster (Montjoie) into Key Brook, on lots numbers three and two of the subdivision of lot number six hundred and fifty-one (651-3 and 651-2) of the Official cadastral plan and Book of Reference for the Township of Orford, County of Sherbrooke, P.Q., as shown in yellow on the plan No. 2-I-186 dated November 13th., 1947, which said plan is annexed hereto to form part of these presents having been signed "Ne varietur", by the parties hereto.

The purchaser shall use the said Dam presently sold for the sole purpose of controlling the water level of

said Webster Lake and the discharge of water from the said Lake to Key Brook, and shall not have the right to use said Dam Site for developing power or electric energy; the said right of water control shall however not include the right to increase the height of the Dame nor to raise the water in the Lake above the top of the iron pin or pipe set in rock and concrete on the small rock island in the Lake about five hundred and fifty-four feet (554') opposite its outlet, the top of which iron pin or pipe is the Bench Mark (B.M.) referred to on the said plan.

TITLE

The vendor acquired the said property, with greater extent, from the Fletcher Pulp & Lumber Company, Limited, under a deed of sale executed before the undersigned Notary, the twenty-fourth day of October, one thousand nine hundred and twenty-seven, registered in the Sherbrooke Division Registry Office, under number 21724.

The said property, with greater extent, has been re-registered in the aforesaid Registry Office, by a renewal notice dated October 28th., 1932, and registered October 29th., 1932, under number 28378, the official cadastral lots numbers having been revised.

CONDITIONS

This sale is thus made subject to the following conditions to the fulfilment of which the purchaser obliges himself, 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 matu-

ring after that date of special assessments heretofore imposed.

2. Not to call upon the vendor 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 a copy for the vendor.

4. This sale is subject to certain rights granted to Harold Bruce Fletcher by the vendor in virtue of an agreement dated the twenty-ninth day of September, one thousand nine hundred and twenty-eight, registered in the aforesaid Registry Office, under number 23008. However, nothing contained in this condition No. 4 shall be deemed a re-establishment of such rights, nor a renunciation or acknowledgment by which any period of negative prescription already acquired might be interrupted.

#### RESERVATIONS AND SERVITUDES

10- The vendor reserves all water power, riparian and flowage or flooding rights, as originally acquired by virtue of said deed of sale of the twenty-fourth day of October, one thousand nine hundred and twenty-seven, and registered in the aforesaid Registry Office, under number 21724, no rights to water power or other riparian or flowage rights being conveyed to the purchaser but being expressly reserved by the vendor, its successors, representatives and assigns.

20- The vendor hereby retains the right to repurchase

the said sold property at some later date on fair terms depending on the physical condition of same, it being however understood, and it is hereby agreed, that said use of the right to control the water level of the Lake and the discharge of water shall be retroceded to the vendor without any remuneration whatsoever in the event that the vendor shall exercise its rights to repurchase the said property. In the meantime no matter how long these said rights may be used by the purchaser, the title and ownership of the vendor thereto and therein shall not in any way be affected thereby.

30- The purchaser hereby grants to the vendor immunity from any and all liability for damages to property or persons which may at any time be caused by flooding or ice or otherwise whatsoever in the exercise of the use of the said Dam and water control.

PRICE

This sale is thus made for and in consideration of the price and sum of five hundred 00/100 dollars, paid cash, at the execution hereof, by the purchaser to the vendor, whereof quit.

Done and passed at the City of Sherbrooke, on the date firstly written, under number twenty-one thousand six hundred and thirty-four of the minutes of the undersigned Notary.

After due reading hereof, said appearers have signed with me, Notary.

(signed) "J.A. Pagé"  
" " "V.J. Nixon"  
" " "Rev. Roméo Leroux"  
" " "Chénier Picard, Not."

True copy of the original of record in my office.

No. 81212 Vol.       
Filed for registration at 2  
P. M this 6<sup>th</sup> day  
July 1954  
p. 651-3 & 651-2 Def.