

Registre des mentions

Numéro Inscription :

79 682

Circ. foncière :

Huntingdon

DHM de présentation :

Registre des mentions

Servitude de passage

lot 536

(5366581)

No. 4248.

November 17th, 1973.

S A L E

1st copy

DO NOT PUBLISH

No. 79682
 Enregistré, le 23 novembre 1973
 J. Lussier
 Notaire

B E F O R E Mtre PIERRE LOUIS CARON, the undersigned Notary for
 the Province of Quebec, practising at the City of
 Montreal and at Hemmingford,

A P P E A R E D:

1. The Estate of the late THOMAS A. LEAHY, of Church
 Street, in the Town of Champlain, in the State of New York, one of
 the United States of America, hereinacting and represented by
BERNARD PATRICK LEAHY, of the same place, es-qualité of the Sole
 Executor of said Estate duly appointed as such under the Last Will
 and Testament of the late Thomas A. Leahy executed under the form
 derived from the Laws of England on the tenth day of May, Nineteen
 hundred and seventy-one; this Will having been probated on the
 twenty-seventh day of May, Nineteen hundred and seventy-one, in the
 Surrogate's Court of Clinton County, in the said State and Letters
 Testamentary of said Will having been granted and issued to the
 said Executor on the twenty-seventh day of May, Nineteen hundred
 and seventy-one, in and by the said Surrogate's Court of the County
 of Clinton. The said late Thomas A. Leahy having died on the
 twenty-fourth day of May, Nineteen hundred and seventy-one, and

2. The Estate of the late HELEN FLORENCE DOWD, wife
 of the said late THOMAS A. LEAHY, of 13 Concord Street, in the Town
 of Plattsburgh, in the State of New York, one of the United States
 of America, hereinacting and represented by BERNICE PATRICIA LEAHY,
 wife of ROBERT HARNETT, of the same place, es-
 qualité of the Sole Executrix of said Estate duly appointed as such
 under the Last Will and Testament of the late Dame HELEN FLORENCE
DOWD, wife of THOMAS A. LEAHY executed under the form derived from
 the Laws of England on the eighteenth day of June, Nineteen hundred
 and seventy; this Will having been probated on the twenty-fourth
 day of May, Nineteen hundred and seventy-one, in the Surrogate's

will Court



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Court of Clinton County, in the said State, and Letters Testamen-
tary of said Will having been granted and issued to the said Exe-
cutrix on the twenty-fourth day of May, Nineteen hundred and seven-
ty-one, in and by the said Surrogate's Court of the County of
Clinton. The said late Dame Helen Florence Dowd Leahy having died
on the fifth day of May, Nineteen hundred and seventy-one.

The Estates of the late Thomas A. Leahy and his wife
the late Helen Florence Dowd both hereinafter jointly called the
"VENDORS"

W H O have by these presents sold and conveyed with
legal warranty,

U N T O:

(1) HENRI LEGAULT, Manager, of 576 _____
Barr Street, in the Town of Hemmingford, County of Huntingdon,
Province of Quebec, Canada,

(2) PIERRE LEGAULT, professor _____ of 57 Robb
Street _____ in the City _____ of
Valleyfield _____ County of Beauharnois _____, said Province,
Canada,

(3) JEAN-MARC LEGAULT, Clerk _____ of 576
Barr Street _____ in the Town of Hemmingford _____
County of Huntingdon _____, said Province, Canada,

(4) FRANCOIS LEGAULT, Personal Director _____ of 92
Reid Street _____ in the City _____ of St. Lambert
County of Chambly _____, said Province, Canada,

The said Henri, Pierre, Jean-Marc and François Legault
being all hereinafter jointly called the "PURCHASERS",

hereto present and accepting the following immoveable property,
namely:- *ml*

DESCRIPTION

DESCRIPTION

That certain farm property fronting on provincial route number 52 in the Township of Hemmingford, County of Huntingdon, Province of Quebec, known and designated upon the Official Plan and Book of Reference of said Township as being lots numbers One hundred and fifteen b and One hundred and fifteen c. (lots 115b and 115c) in the Third Range, Granted Lands. This lot 115b containing One hundred acres in superficial area, with the buildings thereon erected; English Measure and more or less.

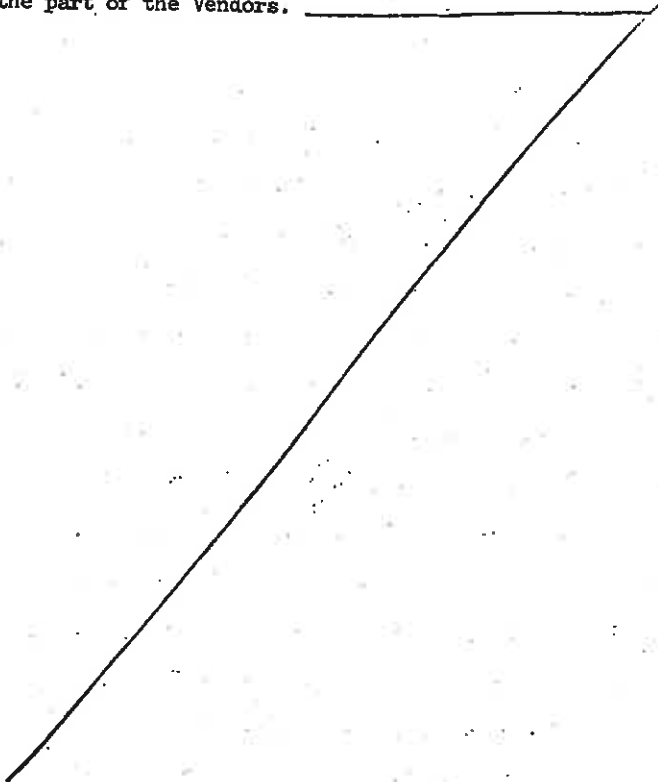
(Lot 5256)

Less and to be distracted from this farm property the parcel of land forming part of said lot number One hundred and fifteen b (pt 115b) (and such portions of said lot number One hundred and fifteen c (115c) contained within the following boundaries) measuring Three hundred and fifty-three feet (353') in width in front, to the North (along said road) and Four hundred and fifty feet (450') in width, in rear, to the South, by Two hundred and seventy-five feet (275') in depth in its Western side line and Two hundred and twenty-five feet (225') in depth in its Eastern side line. This emplacement thus distracted from the present Sale remains the property of the Vendors and is located with relation to the division line between said lot One hundred and fifteen b (115b) and lot number One hundred and sixteen a (116a) of said cadastral plan as follows:- its western side line starts at a point along said Route Number 52 (or north line of said lot) at a distance of One hundred and sixty-two feet (162') measured in a straight line (from East to West) along the North line of said lot 115b from the junction between said north line of lot 115b and the division line between said lots 115b and 116a and at the Southern extremity of the Western side line of the emplacement thus distracted from the present Sale this Western side line commences at a point situated at a distance of Eighty feet (80') measured in a straight line (from East to West) and parallel to the North line of said lot

ul 115b

115b from the division line between said lots numbers 115b and 116a. The emplacement thus distracted from the present Sale is bounded, in front, to the North, by said Route Number 52, in rear and on both sides by other parts of said lot number 115b.

As the said property now subsists with all its rights, members and appurtenances thereto belonging without exception or reserve on the part of the Vendors.



T I T L E

The Vendors declare:-

The said Thomas A. Leahy acquired said lot 115b from John Henry Leahy under the Deed of Sale executed before Gabriel Poupart, notary, on the eighth day of April, Nineteen hundred and forty-three, registered in the Huntingdon Registry Office under the number 47955 and said lot 115c from the Corporation of the Township *and* of

of Hemmingford under that certain Deed of Abandon of Rights executed before J. B. A. Bouchard, notary, on the twenty-third day of July, Nineteen hundred and forty-five, registered in the Huntingdon Registry Office under the number 75363.

The said Thomas A. Leahy had been married once only, namely to the said Dame Helen Florence Dowd with whom he was married under the matrimonial regime of legal community of property (now called Community of moveables and Acquests) according to the Laws of the Province of Quebec were he was domiciled at the time of his marriage celebrated in June, Nineteen hundred and twenty-three, and that his matrimonial status has not changed until the death of his said wife and that he did not remarry after her death.

That as regards the transmission of the hereinsold property as a result of the death of the late Thomas A. Leahy and his said wife the following documents were registered in the Huntingdon Registry Office under the following numbers, namely:-

- 10. Acte of Deposit of the Last Will and Testament of said Thomas A. Leahy and of said Letters Testamentary granted to his Executor was registered in said Registry Office under No. 77771;
- 20. Declaration of Transmission covering said two Estate and executed before the undersigned Notary on the tenth day of January, Nineteen hundred and seventy-two, were registered in said Registry Office under No. 77773;
- 30. Acte of Deposit of the Last Will and Testament of said Dame Helen Florence Dowd Leahy and of said Letters Testamentary granted to her Executrix was registered in said Registry Office under No. 77772;
- 40. Quebec Succession Duty Release covering each of said two Estates undivided one-half share in the herein sold property were registered in said Registry Office under the numbers 77769 and 77770 respectively.

and

POSSESSION

POSSESSION

The Purchasers shall become the absolute owners of the herein sold farm property as and from the date of these presents and shall have legal and vacant possession thereof as and from the same date.

VENDORS DECLARATIONS

The Vendors declared:

- 1o. THAT the property herein sold is free and clear of all privileges and hypothecs;
- 2o. THAT all municipal and school taxes imposed on the said property to date have been paid.

CONDITIONS

The present Sale is thus made under the following conditions which the Purchasers bind and oblige themselves to respect and fulfil, namely:

- 1o. To pay the costs of these presents, of the necessary copies and the registration charges.
- 2o. Not to call upon the Vendors to furnish any title deeds and/or certificates of search relative to said property other than the title deeds in their possession and a continuation of the last certificate of search to date.
- 3o. To pay all municipal and school taxes that may be imposed on the property herein sold as and from the date of these presents as well as their proportion of such taxes for the current year.
- 4o. To take the said property in its present state and condition.
- 5o. Not to call upon the Vendors to contribute to the fencing of the hereinafter identified Park Area. Should the Vendors wish to have this Park Area fenced they will pay it. This shall apply to eventual owners of the said Park Area.

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PRICE

P R I C E

The present Sale is made for the price or sum of SIXTEEN THOUSAND DOLLARS (\$16,000.00) which the Vendors acknowledge to have received from the Purchasers partly at and partly prior to the execution hereof, whereof quit in full.

SPECIAL CONDITION

PARK AREA

The portions of said lot number One hundred and fifteen B (pt. 115 B) and of said lot number One hundred and fifteen C (115C) distracted from the present Sale and hereinabove referred to in detail under the title "DESCRIPTION" includes a bush, stone fences and small buildings thereon erected shall remain the property of the Vendors subject to the following restrictions, namely:

- 1o. The Vendors shall pay all municipal and school taxes which may be imposed thereon during their ownership thereof;
- 2o. The Vendors shall maintain this reserved property (or park area) in neat appearance at all times and shall only use it as a park area and shall not erect any new buildings thereon. Should, however the Vendors sell or otherwise alienate this property to third parties the third party or parties thus acquiring this reserved property may build thereon any constructions which are not of a commercial character;
- 3o. The Vendors may not sell or otherwise alienate the said reserved or park area within the ten (10) years following the date of these presents without firstly offering it to the Purchasers, heirs, representatives and assigns, at the purchase price of ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00) payable cash. The Vendors may not sell or otherwise alienate the said reserved or park area after the expiration of said ten (10) years period without firstly offering it to the Purchasers, heirs representatives and assigns at the then current market price payable by a

and

Purchaser in good faith.

This offer, in such an event, is to be made by the Vendors in writing addressed to the Purchasers via registered mail and the Purchasers shall then have thirty days from the date on which this written notice is posted to them to advise the Vendors in writing, via registered mail addressed to the Vendors, of their intention to buy the said reserved or Park area. Should the Purchasers thus advise the Vendors of their intention to purchase the said reserved or Park area they will have another delay of twenty days to sign the required notarial Deed of Sale and to pay the said purchase price.

Nevertheless, a transfer of rights in this reserved area (or park area) by one of the Vendors to another one or more of the Vendors during said ten (10) year period shall not be considered as a Sale or alienation of property for the purposes of this clause.

Nevertheless, a sale, gift or transfer of rights in this reserved area (or park area) by the owners thereof during this ten (10) year period to a municipal corporation or a Canadian provincial government or the federal government of Canada shall not be considered as a Sale or alienation of the property for the purposes of this clause. Such a municipal corporation or government shall however continue to be obliged to respect the clause in paragraph 3 above whereby no commercial buildings may be erected on this reserved area (or park area).

40. The Vendors or any subsequent owners of said reserved area (or park area) may not operate a commercial operation thereon during the period of ninety-nine years following the date of these presents.

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SERVITUDE

S E R V I T U D E

(PARK - AREA)

The Vendors hereby establish a real servitude upon the said reserved area (or park area) in favour of the property herein sold and the owners thereof whereby:

(a) The Vendors or any subsequent owners of said reserved area (or park area) may not conduct or permit to be conducted thereon a commercial operation for the period of time hereinabove set forth (namely ninety-nine years).

(b) The Vendors or any subsequent owners of said reserved area (or park area) may not build or permit to be built thereon a building of commercial character during a period ninety-nine years from the date hereof.

SERVITUDE (right of way)

The Vendors hereby establish a perpetual servitude upon the said reserved or Park area in favour of the property hereby sold permitting egress and ingress on foot and/or with motor vehicle (large or small) upon the existing drive way leading from said Route Number 52 to the residence and other buildings located in the back of the Park Area.

INTERVENTIONS

AND to these presents intervened;

10. The said BERNARD PATRICK LEAHY, hereinabove named and qualified,

20. The said Dame BERNICE PATRICIA LEAHY, wife of ROBERT HARNETT hereinabove named and qualified,

30. RAYMOND FRANCIS LEAHY, of 64 Jamestown Street, Randolph, in the State of New York, one of the United States of America,

40. Dame SHIRLEY THERESA LEAHY, wife of MICHAEL NICHOLS, of 25 Oakwood Drive, Manchester, in the State of Connecticut, one of the United States of America,

50. CARL MICHAEL LEAHY, of 10 University Place, Plattsburgh, in the State

State of New York, one of the United States of America,

Hereinafter collectively called the "INTERVENANTS"

W H O declared:-

1o. They are all hereinacting personally in so far as may be necessary, as the only five Universal Legatees in full ownership of the Estates of their late father and mother, the said Thomas A. Leahy and the said Helen Florence Dowd.

2o. They are all hereby consenting to the present Sale and conveying unto the said Purchasers any and all rights they may have in the herein sold immoveable property and consenting to the servitudes hereby established.

3o. That the said Raymond Francis Leahy, Dame Shirley Theresa Leahy Nichols are all hereinacting by their respective Attorneys duly appointed as such under and in virtue of the following Power of Attorneys executed under private signature in the United States of America. Each one of said Power of Attorneys remaining hereto annexed after having been signed for identification by the Attorney named thereunder with and in the presence of the undersigned notary.

Thus the said Raymond Francis Leahy is hereinacting and represented by the said Mrs. Bernice Harnett his Attorney duly appointed under the Power of Attorney executed at the City of Randolph in the State of New York on the second day of November, Nineteen hundred and seventy-three.

Thus the said Dame Shirley Theresa Leahy Nichols is hereinacting and represented by the said Bernard Patrick Leahy her Attorney duly appointed under the Power of Attorney executed at the City of Manchester in the State of Connecticut on the fifteenth day of October, Nineteen hundred and seventy-three.

Handwritten signature Thus

WHEREOF ACTE:

DONE AND PASSED at Hemmingford, said Province, on the seventeenth day of November, Nineteen hundred and seventy-three under the number Four thousand two hundred and forty-eight.

AND AFTER DUE READING HEREOF the parties and the Intervenants signed in the presence of the undersigned Notary.

- (signed) Estate Helen Florence Leahy
Per: Bernice L. Harnett
- " Raymond F. Leahy
Per : Bernice L. Harnett, Atty.
- " Estate Thomas A. Leahy
Per: Bernard P. Leahy
- " Carl M. Leahy
- " Pierre Legault
- " Jean-Marc Legault
- " Bernice L. Harnett
- " Bernard P. Leahy
- " Shirley T. Nichols
Per: Bernard P. Leahy
- " Henri Legault
- " François Legault
- " PIERRE CARON, Notary

A TRUE COPY of the original hereof remaining of record in my office.



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Signatures numériques

Reproduction du nom du signataire du document numéro 79 682

Aucune signature

Nom du signataire du document 79 682