

ON THIS TWENTY FOURTH day of September, in the Year of
Lord NINETEEN HUNDRED AND TWELVE.

BEFORE Me. LOUIS JOSEPH BOILEAU, the undersigned Notary
for the Province of Quebec, residing in the Town of St. Anns de Bellevue
and practising in the City and District of Montreal,

A P P E A R E D:

JAMES MORGAN, of the City of Montreal, Merchant.

WHO doth hereby give, grant and convey by way of dona-
tion intervivos and irrevocable to the Town of Baie d'Urfe a body poli-
tic and duly incorporated, having its principal place of business in the
Town of Baie d'Urfe, herein represented and acting by VIVIAN de V.DOWKER,
Manager, the Mayor, and ARTHUR H. BURTON, the secretary-treasurer, both
of the Town of Baie d'Urfe, in virtue of a resolution passed at a meeting
of the Council, held on the third day of September instant, and which
shall remain annexed to the original hereof after having been signed by
the parties and the Notary ne varietur, hereto present and accepting the
following immoveable property, namely:

D E S C R I P T I O N

1. Four lots of land situated in the Town of Baie
d'Urfe, bearing the numbers one, two, three, four on the official subdivi-
sion of lot number three hundred and nineteen, on the official plan and
in the book of reference for the Parish of Ste Anne du Bout de l'Ile with
the buildings but subject to the rights of way existing on the said lots
of land, the school house included, if vendor has any right in it.
2. A strip of land containing sixty feet in width and
situated at the same place bearing number thirty one of the official
subdivision of lot three hundred and nineteen, on the official plan and
in said book of reference of Parish of Ste Anne du Bout l'Ile with build-
ings thereon erected; and now constituting part of the macadamised road
build by the donee and leading from the public road near the River to the
Stations of the Grand Trunk and Canadian Pacific Railways which includes
the road made by Charles St. Denis in accordance with his agreement with
the Grand Trunk Railway Company of Canada.
3. Another strip of land situated at the same place,
forming the parts of the subdivision lots numbers five, six, seven, eight,
nine, ten, eleven, twelve, thirteen, fourteen, fifteen, sixteen, seventeen

eighteen, nineteen, twenty, twenty-one, twenty-two, twenty-three, twenty-four, twenty-five, twenty-six, twenty-seven, twenty-eight, twenty-nine, thirty, of the official subdivision of lot number three hundred and ninety on the same plan and book of reference, adjoining said subdivision lot thirty-one and being of a width of twenty feet by a depth of about nineteen hundred and ninety-five feet, bounded to the West by said lot number thirty-one of said official lot number three hundred and nineteen in rear to the East by the residue of said subdivision lots, on one side to the North by a part of said official lot number three hundred and nineteen and on the other side to the South by the public road running near the river road without any buildings.

4. Another strip of land situated at the same place, forming part of the subdivision lots number thirty-two, thirty-three, thirty-four, thirty-five, thirty-six, thirty-seven, thirty-eight, thirty-nine, forty, forty-one, forty-two, forty-three, forty-four, forty-five, forty-six, forty-seven, forty-eight, forty-nine, fifty, fifty-one, fifty-two, fifty-three, fifty-four, fifty-five, fifty-six, fifty-seven, fifty-eight, fifty-nine, sixty, sixty-one, sixty-two, sixty-five of the official subdivision of lot number three hundred and nineteen on said official plan and book of reference, adjoining said subdivision lot number thirty-one and being of a width of twenty feet by a depth of two thousand and twenty-five feet, bounded in front to the East side by number thirty-one in rear to the West side by the residue of said subdivision lots, on one side to the North by a part of said lot number three hundred and nineteen and on the other side to the South by the Public road running near the River.

5. A strip of land being part of lot three hundred and nineteen measuring one hundred feet in width by the depth that may be found between the properties secondly, thirdly, & fourthly described and the circumference of the circle hereinafter sixthly described. Bounded to the North by part of lot three hundred and nineteen, being said circle sixthly described, to the South by said properties secondly, thirdly and fourthly described, to the East and West by other portions of said lot three hundred and nineteen.

6. A piece of land forming a circle of one hundred and twenty-five foot radius, the centre of which lies on the prolongation of the centre line of the said strip fifthly described and distant one hun-

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twenty - twenty
dred and forty-three feet from the intersection of said centre line and that of the south Boundary of the G.T. Railway R.T.W.; less however that portion lying within the fifty foot strip of land belonging to the Provincial Light Heat and Power Company together with all the rights therein reserved in the deeds to said Provincial Light, Heat and Power Company, the Grand Trunk Railway Company of Canada and the Canadian Pacific Railway Company, said piece of land forms part of said lot number three hundred and nineteen.

7. A piece of land of irregular figure forming another part of said subdivision number five, bounded to the South by the Public Road where it measures forty-one feet, seven inches, bounded to the West by another part of said lot five, and measuring forty-one feet seven inches, heretofore thirdly described; to the North east by another portion of said lot five, the boundary line of which is the circumference of a circle of twenty-five feet radius, the centre of which is situate at right angles to the other two boundary lines above described at their extremities.

8. A piece of land irregular figure forming another part of said subdivision number sixty-five, bounded to the South by the Public Road, where it measures thirty-one feet, ten inches, bounded to the East by another part of said lot number sixty-five, heretofore fourthly described where it measures thirty-one feet, ten inches; to the North-West by another portion of said lot number sixty-five, the boundary line of which is the circumference of a circle of fifty feet radius and the centre of which is situate at right angles to the other two boundary lines above described at their extremities; the whole as shown edged green on a plan prepared by Malcolm D. Barclay, Quebec Land Surveyor, and dated twenty-third July, Nineteen hundred and twelve.

9. With all and every the members and appurtenances thereto belonging.

T I T L E

The donor acquired the above lots by deed of sale from Charles St. Denis, executed before the undersigned Notary, on the first of October, nineteen hundred and nine, registered at the registry office for the Counties of Hochelaga and Jacques Cartier under number 162768.

VENDOR'S DECLARATIONS

The vendor declares that he has been married but once and that his wife is still living.

POSSESSION & CONDITIONS

The donee will have possession of said lots from the date hereof under the following conditions to which the donee binds and obliges himself

1. To take the said property in its actual condition;

2. To maintain the roadway built by the donor and hereby ceded to the donee in its entirety from the Public Road on the South to that portion of said lot three hundred and nineteen, lying North of the Canadian Pacific Railway Company's property.

3. To suffer the passive servitudes, apparent or otherwise, and any rights which may have been obtained by the Grand Trunk Company, The Canadian Pacific Railway Company or the Provincial Light, Heat and Power Company in or over the said property or affecting the said property, with the right of resisting to the same, if necessary, and of taking advantage of all the active servitudes, if any exist in favour of the said property, the whole at its own risk and cost;

4. To build and maintain in perpetuity on said lots of land, firstly described, a suitable Town Hall and a boat house with landing and to keep the said lots of land firstly described, in good condition as a Public Park, the said park and boat house being for the gratuitous use of the residents of the Town;

5. To plant on the pieces of land secondly, thirdly, fourthly, fifthly and sixthly described four rows of trees, two on each side of the road, with cinder sidewalks, for foot passengers of not less than four feet in width between each of said rows of trees and to maintain said tracks of land, rows, side-walks and trees, in good and clear conditions as a public park and sime-walks. In case of any of such trees so planted failing to grow, becoming rooted up, destroyed, decayed or dying, to replant others as may be required.

The trees to be planted during the month of September instant and to be suitably protected by boxes wire guards; the fence, however not to be moved back until after the harvesting of the crops.

In default by the donee to execute primarily and to continue the execution thereof as required, any of the charges and conditions herein stipulated, the donor, his heirs and assigns shall have the right of claiming the revocation of these presents by giving a six months notice: It being the intention of both parties hereto that the said road, tracts of land, park Municipal buildings, boathouse, trees and side-walks

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shall be always maintained cared for and kept in good condition by the donee for the advantage of the donor and his representatives and the residents of the said Town, generally.

In consideration of the above stipulation the donor here- by disseizes and divests himself, his heirs and assigns, of all and of any rights of property or other rights, which he may have into and upon the property hereby donated.

WHEREOF ACT:

DONE AND PASSED at Montreal, under number five thousand five hundred and seven.

AND AFTER DUE READING hereof, the parties have signed with me, said Notary.

(Signed) JAMES MORGAN

" " THE TOWN OF BAIE D'URFE
V. de V. Dowker, Mayor,
Arthur H. Burton, sec.-treas.

" " L.J. BOILEAU, Notaire.

True copy of the original hereof remaining of record in my office.

L. J. Boileau

SEPT. 1912.

COPY OF MINUTES BOOK OF THE TOWN OF BAIE D'URFE

At a regular Meeting of the Council of the Town of Baie d'Urfe held at the usual place on Tuesday evening September 3rd, 1912, The Draft Deed of Donation by Mr. Jas. Morgan to the Town of Baie d'Urfe of certain lands on the Station Road and River front lots was submitted, read and approved of unanimously.

It was moved by Alderman Shaw and seconded by Alderman Gudewill that the Mayor and Secretary Treasurer of the Town be authorized to sign the said Deed of Donation on behalf and in the name of the Town of Baie d'Urfe, and carried unanimously."

TRUE EXTRACT

(Signed) ARTHUR H. BURTON,
Secretary Treasurer.

Annexed to a Deed of Donation by James Morgan to the Town of Baie d'Urfe executed before L.J. Boileau, notary, on the twenty-fourth day of September nineteen hundred and twelve, after having been signed by the parties and the notary ne varietur.

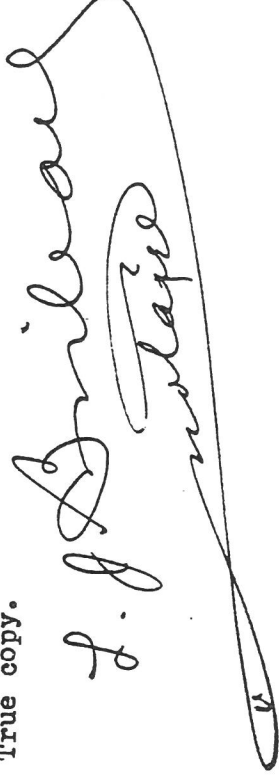
Montreal, September 24-1912.

(Signed) JAMES MORGAN

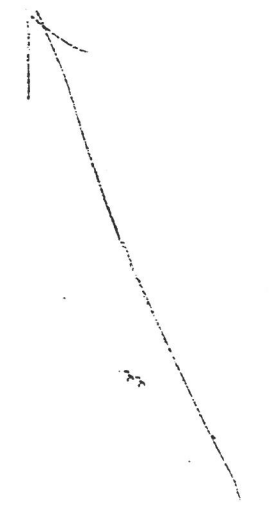
" " THE TOWN OF BAIE D'URFE
P. de V. Dowker, Mayor
Arthur H. Burton, Sec.Treas.

" " L.J. BOILEAU, Notaire.

True copy.



dupl 26 Apr 1917
Wagon Parka Realty
Wagon Parka
Wagon Parka



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No: 5 5 0 7

September 24th, 1912.

DEED OF DONATION

by

JAS. MORGAN

to

THE TOWN OF BAIE D'URFER.

3rd, copy.

Reg. at Hochelaga and Jacques Cartier
September 30th, 1912, under No. 224757.

L.J. BOILEAU,

Notary.

11/10/17