
**Actes de servitude
pour le pipeline dans le parc d'Oka**

**Documents reçus de la Société de la
faune et des parcs du Québec**

6 avril 2004

réf. : 6500-1502-02

SERVITUDE

ON THIS eighth day of the month of January, Nineteen hundred and fifty-three.

BEFORE Mtre. PIERRE LAFONTAINE, the undersigned Notary for the Province of Quebec, practising in the City of Montreal, in the said Province.

A P P E A R E D :

CANADIAN NATIONAL RAILWAY COMPANY, a body politic and corporate, duly incorporated, having its head office and principal place of business in the City and District of Montreal, P.Q., herein acting and represented by MAYNARD ALBERT METCALF one of its Vice-Presidents, and by JOHN MacLAREN YOUNG one of its Assistant-Secretaries, duly authorized for the purposes hereof by virtue of By-law No. 1 as amended by By-law No. 14 of the said Company, a certified extract of said By-law No. 1 amended as aforesaid being attached hereto after having been signed for identification by the said Company, represented as aforesaid, with and in the presence of the undersigned Notary;

PARTY OF THE FIRST PART;

A N D :

TRANS-NORTHERN PIPE LINE COMPANY, a body corporate, duly incorporated, having its head office and principal place of business in the City of Toronto, in the Province of Ontario, and represented by M. A. ROLAND REGIS of St. Eustache, its Agent for all purposes hereof duly authorized;

PARTY OF THE SECOND PART.

Province de Québec, Bureau d'Enregistrement
du Comité des Deux-Montagnes

... que ce document a été enregistré a ce bureau le *septième* février
1953 sous le No. 75890

[Signature]
Notaire

75890

4-2-53

WHICH said Parties have declared as follows:

THAT the said Party of the First Part is the owner of the land known as Part of Lot number one hundred and sixty-one (161) and all of Lots numbers one hundred and sixty-two, one hundred and sixty-three, one hundred and sixty-four, one hundred and sixty-five, one hundred and sixty-six, one hundred and sixty-seven, one hundred and sixty-eight, and one hundred and sixty-nine (162, 163, 164, 165, 166, 167, 168 and 169) on the Official Plan and Book of Reference for the Parish of L'Annonciation, Registration Division of Two Mountains, P.Q., where is located a strip of land measuring sixty (60) feet in width, that is to say thirty (30) feet on either side of a line traced by Mr Oscar Baudouin, Q.L.S., extending from the North-Easterly demarcation line of the Parish of L'Annonciation, Registration Division of Two Mountains P.Q., chainage 1404+ 55.5 to the boundary of part of Lot number one hundred and sixty-one (161) belonging to Canadian National Railway Company chainage 1455 + 02.8 a total distance of five thousand and forty-seven and three tenths (5047.3') feet, English measure.

The Party of the First Part has acquired the above mentioned land by the following deeds:

- A)- Part of said lots 161 and 162 from Mr Adelard Lafleur, in a deed of sale received before Me

Me J.A.G. Belisle, notary, on the 6th of March 1931, whereof copy has been registered in the said Registry Office under No. 46352;

B)- Part of said lot 163 from Mr James A. Davis, in a deed of sale received before Me L. Joron, notary, on the 14th of April 1930, whereof copy has been registered in the said Registry Office under No. 46164;

C)- Part of said lot 163 from The Priests of St-Sulpice & The Trustees to The Commercial Property of St. Sulpice, in a deed of sale received before Me J.T. Legault, jr, notary, on the 10th of November 1939, whereof copy has been registered in the said Registry Office under No. 53411;

D)- Part of said lot 164 from The Priests of St-Sulpice & The Trustees to The Commercial Property of St-Sulpice in a deed of sale received before Me J.T. Legault, jr, notary, on the 24th of March 1947, whereof copy has been registered in the said Registry Office under No. 63340;

E)- Part of said lots 164 to 166 from The Priests of St-Sulpice in a deed of sale received before Me L. Joron, notary, on the 24th of October 1930, whereof copy has been registered in the said Registry Office under No. 45995;

and F)- Part of said lots 166 to 169 from Mr James A. Davis, in a deed of sale received before Me L. Joron, notary, on the 14th of March 1930, whereof

whereof copy has been registered in the said Registry Office under No. 46163.

THAT the said Party of the Second Part is the owner of the land known as part of Lot number fifteen (15) on the Official Plan and Book of Reference of the Parish of Sault aux Récollets, Registration Division of Montreal, bounded to the South-west by Rivière des Prairies, to the South-east by Gouin Boulevard and on both sides by the residue of said Lot number fifteen (15). The said part measures fifty (50) feet in width by a depth of thirty-five (35) feet in its South-west line and thirty-seven (37) feet in its North-east line.

The Party of the Second Part has acquired the above mentioned land by virtue of a Deed of Sale by Wilfrid Fortin to the Party of the Second Part, dated November 14, 1951, registered in the Registration Division of Montreal under No. 926173.

NOW, THEREFORE, THESE PRESENTS AND I, THE SAID NOTARY, WITNESS THAT THE PARTIES HERETO HAVE AGREED TO THE FOLLOWING:

1. In consideration of the sum of THIRTEEN HUNDRED DOLLARS (\$1300.00), lawful money of Canada, now paid by the said Party of the Second Part to the said Party of the First Part, the receipt whereof is hereby acknowledged, the said Party of the First Part doth, convey and transfer with legal warranty unto the said Party of the Second Part, its successors and assigns.

assigns, a perpetual right of way or servitude in favour of the said Party of the Second Part and its property hereinabove described, for the sole purpose of laying down, constructing, operating, maintaining, inspecting, altering, removing, replacing, changing the size of, reconstructing and repairing a pipe line for the carriage, conveyance and transportation of petroleum upon, over, under, along, through and across the land owned by the Party of the First Part hereinabove described (hereinafter called the "said lands").

The said servitude is to be exercised within the boundary of the strip of land hereinafter described:

A tract of land, sixty feet wide, across original lots numbers: one hundred and sixty-nine, one hundred and sixty-eight, one hundred and sixty seven, one hundred and sixty-six, one hundred and sixty five, one hundred and sixty four, one hundred and sixty three, one hundred and sixty two and the northeast part of lot one hundred and sixty one (169, 168, 167, 166, 165, 164, 163, 162 & part of 161) of the official plan and book of reference of the parish of l'Annonciation du lac des Deux-Montagnes.

The center line of said tract of land may be described as follows:-

Starting at point "A" which is on the north east boundary line of lot one hundred and sixty nine and at a distance of four thousand and sixty eight feet

feet (4068') to the south east of the public road (Highway No. 39) measured along said boundary line.

Thence, towards the south-west, on an astronomical direction, South forty three degrees fifty eight minutes west (S 43° 58' W) across lots Nos. 169, 168., 167 and part of 166, a distance of one thousand eight hundred and seventy four feet three tenths (1874.3) to point "B".

Thence on an astronomical direction, South fifty five degrees, fifty eight minutes west - - - (S 55° 58' W) across part of lot 166 and lot 165 a distance of one thousand thirty three feet (1033) to point "C".

Thence on an astronomical direction, South sixty four degrees, fifty eight minutes west - - - (S 64° 58' W) across lots 164, 163, 162 and the north east part of lot 161 a distance of two thousand one hundred and forty feet (2140) to point "D".

Said point "D" being on the boundary line between the property of the Canadian National Railway Company and the property of the Trappist Monastery of Oka and at a distance of two thousand eight hundred and eighteen feet (2818') to the south east, of the production south-westerly, in a straight line, of the south east line of St Isidore Road, across part of said lot 161 to the above mentioned boundary line. The said strip of land contains an area of eight arpents and twenty-three hundredths (8.23) is shown outlined

outlined yellow on the plan attached hereto.

All dimensions are in english measure.

The whole as shwon on the general plan of the Trans-Northern Pipe Line Company, prepared by Oscar Baudouin, Quebec Land Surveyor, dated May 31st, 1952, an abstract of said plan being attached hereto after having been signed for identification by the parties and the undersigned Notary.

The pipe line to be used must conform to the following description:

Pipe used will be 10-3/4" O.D. with all circumferential joints electric arc welded.

Pipe will be A.P.I. black electric resistance welded open hearth cold expanded steel pipe, Specification 5LX-46, 10-3/4" O.D. x 0.307" wall thickness x 34.24 lbs. per foot, minimum yield strength of 46,000 p.s.i. and minimum tensile strength of 60,000 p.s.i. and will have been mill tested at a pressure not less than 2,240 p.s.i.

Maximum operating pressure will at no time exceed 1,000 p.s.i. which gives a line safety factor of 2.6, based on 46,000 p.s.i. minimum yield.

Before the pipe line is put into operation, the entire line will be hydrostatically tested at 1,300 p.s.i. which pressure shall be maintained from 12 to 24 hours.

COATING OF PIPE

The pipe will be protected with a single coat

coat of coal tar primer, a single coat of coal tar enamel reinforced with fibre glass, followed by a single wrap of 15-15. asbestos saturated pipe line felt.

2. The Party of the First Part shall have the right fully to use and enjoy the said lands, (subject always to, and so as not to interfere with, the servitude and rights appurtenant thereto hereby granted to and conferred upon the Party of the Second Part).

3. The said pipe line to be installed by the Party of the Second Part upon the said lands, shall be laid and maintained at a depth of not less than two (2) feet below the surface of the ground, immediately above the said pipe line.

4. The said pipe line installed upon the said lands shall be carefully and regularly patrolled by the Party of the Second Part for the purpose of detecting leaks or other failures in the said pipe line.

5. The Party of the Second Part shall provide surface signs to clearly show where the pipe line is laid below the surface of the ground and shall also place warning signs where necessary; such signs shall be provided in such manner and frequency as the Party of the First Part may require.

6. An automatic stop valve or cut-off shall be installed at such point or points and shall

be

8

be of such type as may be approved by the Party of the First Part.

7. Except as otherwise herein provided, before any work of constructing, installing, renewing, removing, repairing or altering of the said pipe line is begun, the Party of the Second Part shall give to the Party of the First Part at least forty-eight (48) hours' notice thereof in writing, provided, however, that in emergency the work of repairing the pipe line may be begun without giving of the notice but in such case notice shall be given as soon as reasonably possible.

8. The Party of the Second Part shall provide the pipe and all necessary materials and shall do the entire work of laying the pipe under or upon the property of the Party of the First Part and the whole of the cost of material and the work of laying, repairing, renewing, altering, relocating, maintaining or removing the pipe as well as that of any work contemplated by this deed or made necessary thereby, either expressly or by implication, including any inspection which the Party of the First Part deems necessary for purposes of the Party of the First Part shall be done at the sole expense of the Party of the Second Part, whether such work is done by the Party of the Second Part or by or on behalf of the Party of the First Part, in the event that the Party of the First Part does or causes to be done such work

(either

(either at the request of the Party of the Second Part or otherwise) the Party of the First Part shall calculate the cost of the same and present a bill to the Party of the Second Part, who agrees to pay the same upon demand.

It is understood and agreed that the intent and purpose of this deed is that the Party of the First Part be not put to any loss, expense or liability arising directly or indirectly out of the grant of the rights and privileges as herein set forth or by the exercise thereof by the Party of the Second Part and that such loss or expense shall be paid by the Party of the Second Part.

No inspection by the Party of the First Part shall relieve the Party of the Second Part from any duty or obligation placed upon it under this deed and the Party of the First Part shall not by reason of such an inspection be deemed to have waived any right to performance by the Party of the Second Part of the terms of this deed.

9. Upon completion of any work of laying, relaying, altering, repairing, renewing, relocating or removing the said pipe line, the Party of the Second Part will restore the surface of the ground substantially to the level and condition as it existed before the commencement of such work and will at all times expedite the completion of any such work as aforesaid.

10. The

01

//

10. The Party of the Second Part shall be liable for and pay all taxes, rates and assessments of every description whatsoever that may be imposed against the Party of the First Part or against the property of the Party of the First Part by reason of the presence of the pipe line upon the property of the Party of the First Part or of any work done pursuant to this deed, including, but without restricting the generality of the foregoing, any taxes assessed for Local Improvements.

11. The Party of the Second Part shall not have any claim against the Party of the First Part, its servants or agents for loss or damage by ~~whomsoever~~ caused to or to the property of the Party of the Second Part, whether due to the negligence of the Party of the First Part, its servants, agents or otherwise.

12. The Party of the Second Part shall at all times indemnify and save harmless the Party of the First Part from all loss, expense and/or liability howsoever incurred and including all claims for compensation arising under any Statute for the protection of workmen, in any manner directly or indirectly arising out of or attributable to the exercise by the Party of the Second Part, or others, of the rights, and privileges herein granted, whether such loss, expense, liability or claims be caused, contributed to or result from the negligence of the Party

Party of the First Part or otherwise.

In particular and without restriction the obligations assumed in the present paragraph, the Party of the Second Part shall compensate the Party of the First Part and/or its lessees, or anyone else having an interest in the property, for damage done to any of its lands, or to any buildings, crops, fences, timber and live stock on the said lands by reason of the exercise of the right herein above granted.

13. In the event that the present location of the pipe line upon the land herein described interfered with any contemplated construction or development programme of the Party of the First Part, which would affect all or part of the lands described in this servitude, or alternatively nearby lands, the Party of the Second Part shall at its own cost, from time to time as may be required by the Party of the First Part, and as such proposed use alters or develops and immediately upon notice from the Party of the First Part, re-lay, relocate, repair, encase or re-encase, or otherwise reconstruct the pipe line upon the herein described lands within the said 60-foot strip or beyond said strip. In any such event as aforesaid, the Party of the Second Part shall forthwith enter into such supplementary or substituted written deed as the Party of the First Part deems advisable relating to the use by the Party of the Second Part of any lands of the Party of the First Part, together

together with such provisions as the Party of the First Part may require to indemnify and save harmless the Party of the First Part, from any loss, damage or legal liability arising directly or indirectly out of the use made of the lands of the Party of the First Part by the Party of the Second Part and which would not have occurred or arisen save but for the exercise of such rights.

The term "construction or development" as used in this paragraph shall mean and include any operations which the Party of the First Part deems to be ancillary, useful, necessary or advantageous to the carrying on of business by a Railway Company.

In the event that any such supplementary or substituted deed is entered into, the provisions of the present deed shall have no force and effect to the extent that the provisions as contained herein are contrary to the provisions of the said new deed and in the event of any conflict between such new deed and the herein deed, the provisions of such new deed shall govern.

14. The use of the words "Party of the First Part" herein shall include the successors and assigns of the Party of the First Part, and the use of the words "Party of the Second Part" herein shall include the successors and assigns of the Party of the Second Part.

15. The

74

15. The meaning to be applied to the word "petroleum" as used in this deed shall be limited to the following substances, namely: gasolines, kerosenes, heating and fuel oils, crude oil and other liquid petroleum products, and no other substances save and except the aforesaid shall be carried over or through the said pipe line.

16. The cost of the present deed, of its registration and of one copy for the Party of the First Part will be assumed by the Party of the Second Part; the same will apply in the event of any supplementary or substituted written deed which might be necessary by virtue of anything contained herein.

WHEREOF ACTE:

DONE AND PASSED in Montreal, on the date hereinabove firstly written and of record in the office of the undersigned Notary under number four hundred and seventy-four of his original minutes.

And after due reading hereof, the Parties hereto signed with and in the presence of the said Notary.

(Signed) TRANS-NORTHERN PIPE LINE COMPANY
by: A. Roland Regis

" CANADIAN NATIONAL RAILWAY COMPANY
by: M.A. Metcalf
Vice-President
John M Young
Asst. Secretary

" PIERRE LAFONTAINE notary.

TRUE COPY of the minute remaining hereof in my office.

Pierre Lafontaine
notary

71