

# **DIRECTION DES ÉVALUATIONS ENVIRONNEMENTALES**

**Avis de projet**

**Cogénération à la biomasse  
à l'usine Kruger – Brompton  
à Sherbrooke**

Le 14 octobre 2003

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<b>A l'usage du ministère de l'Environnement</b>	<b>Date de réception</b>  <b>Numéro de dossier</b>
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**1. Initiateur du projet**

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**2. Consultant mandaté par l'initiateur du projet (s'il y a lieu)**

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### **3. Titre du projet**

Projet de cogénération à la biomasse à l'usine Kruger Brompton de Sherbrooke.

### **4. Objectifs et justification du projet**

Le projet comprend quatre volets: la production de vapeur, la production d'électricité, la modernisation des équipements de production de vapeur et l'amélioration des performances environnementales.

L'usine n'autogénère que 30 % de sa vapeur. Le reste doit être produit à partir de combustibles fossiles, ce qui la rend vulnérable aux fluctuations des prix. En plus d'établir des projets de réduction de consommation d'énergie, notre stratégie est d'augmenter sensiblement notre capacité de générer de la vapeur et de l'électricité à bas coût à partir des résidus solides produits à l'usine et dans les environs.

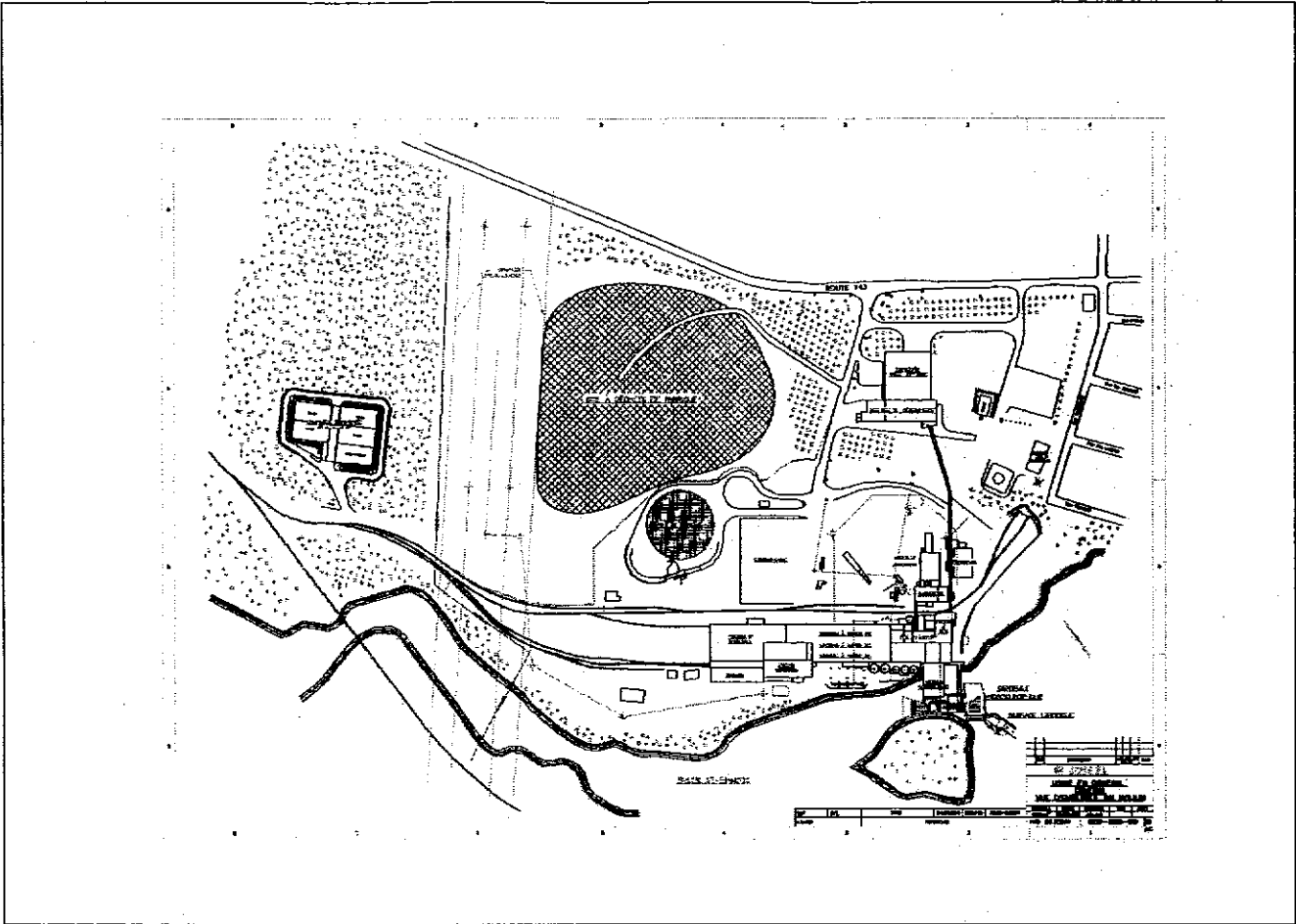
Les chaudières qui produisent actuellement la vapeur sont âgées: chaudière à écorces 1927, mazout 1956, mazout / gaz 1960 et électrique 1984. Elles suffisent à peine à la demande de l'usine qui a presque doublé sa capacité au cours des 5 dernières années. La chaufferie constitue présentement une limitation aux augmentations de production. La nouvelle chaudière aura une capacité supérieure à la consommation de vapeur actuelle de l'usine. Les autres chaudières seront conservées comme appoint lors des périodes d'arrêt de la nouvelle chaudière à lit fluidisé ou pour suffire à un accroissement majeur de la production.

La combustion de nos boues et de nos écorces viendra réduire la consommation de combustibles fossiles de l'usine. Sur une base annuelle, environ 25 millions de litres de mazout ou 30 millions de mètres cubes de gaz (selon lequel est le moins dispendieux) ne seront plus brûlés dans nos chaudières. Il y aura donc diminution annuelle de production de gaz à effet de serre (GES) d'environ 80,000 tm eq CO<sub>2</sub> par l'utilisation de la biomasse (écorces, boues de traitement, boues de désencrage, matériaux de construction broyés, etc.) comme combustibles.

L'électricité sera produite par une nouvelle turbine à vapeur qui actionnera une nouvelle génératrice de 20 Mw, justifiant cet avis de projet.

### **5. Localisation du projet**

Le projet sera réalisé entièrement sur la partie 3-85 du lot 1b-1 du cadastre du Canton de Stoke, Rang 1, sur le territoire de l'ancienne municipalité de Bromptonville et faisant maintenant partie de la ville de Sherbrooke. La figure à la page suivante montre l'arrangement général des installations de l'usine.



## 6. Propriété des terrains

Kruger est le propriétaire exclusif des terrains sur lesquels le projet sera réalisé. Les titres de propriété sont annexés au présent document.

## 7. Description du projet et de ses variantes

Le premier volet du projet consiste en l'installation d'une chaudière à résidus à lit fluidisé et des systèmes auxiliaires pour brûler des résidus d'usine de pâtes et papiers, ainsi que des écorces et du bois broyé.

Le second volet consiste à ajouter une turbine à contre-pression et condensation. D'une puissance de 20 MW mais opérant à une moyenne d'environ 17,25 MW, la turbine permettra de produire de l'électricité à partir de la biomasse et de fournir en vapeur l'usine

## **Combustibles utilisés et stratégie d'approvisionnement**

La nouvelle chaudière brûlera en priorité les boues et résidus de bois produits sur notre site de l'arrondissement de Brompton et des boues provenant des usines Kruger suivantes: Scott à Crabtree et Kruger Wayagamack de Trois-Rivières. L'énergie manquante sera fournie par des écorces achetées et du bois broyé. Les écorces proviendront des scieries environnantes et des scieries de Kruger. Des ententes avec des fournisseurs locaux et des régions environnantes nous permettront de compter sur un approvisionnement sûr pour les résidus de bois broyés.

Environ 95 % des combustibles sur une base de valeur calorifique proviendront de la biomasse. Ce pourcentage pourra varier quelque peu avec les années, selon les disponibilités et le prix des combustibles, mais sans jamais être moindre que 75 %.

Les huiles usées générées par l'usine (permis actuel de 49 000 litres/an) qui sont brûlées dans la chaudière à biomasse actuelle seront brûlées à l'avenir dans cette nouvelle chaudière. L'huile n° 6 à 2 % de soufre et le gaz naturel pourront être utilisés comme combustibles d'appoint. Les brûleurs seront conçus pour fournir 100 % de la capacité de la chaudière à l'huile n° 6 ou au gaz naturel. Leur usage sera cependant minimisé.

La nouvelle chaudière à lit fluidifié qui sera utilisée nous permettra une flexibilité inégalée au niveau du choix des combustibles et leur humidité. Nous pourrions donc remplacer un ou plusieurs combustibles (boues, écorces, bois broyé) pour nous ajuster aux changements du marché que ce soit au niveau du prix ou de leur disponibilité.

## **Equipements**

De façon plus particulière, le projet comprendra l'installation ou la modification des équipements suivants :

- Un système d'entreposage et d'alimentation en biomasse;
- Le raccordement du système d'évacuation des boues primaire et secondaire existant au système de mélange de la biomasse vers la nouvelle chaudière;
- Une nouvelle chaudière à résidus à lit fluidifié avec ses systèmes auxiliaires, incluant un système de traitement d'eau d'alimentation adéquat pour les pressions d'opération ainsi que la bonne marche de la turbine;
- Un nouveau bâtiment pour loger la chaudière et ses systèmes auxiliaires;

- Un précipitateur électrostatique ou un dépoussiéreur à sacs pour respecter les normes de rejets dans l'atmosphère;
- Un système de manutention et d'évacuation des cendres;
- Une turbine à contre-pression et à extraction avec sa génératrice;
- Le raccordement au système existant de distribution de vapeur de l'usine;
- Le raccordement au système existant de distribution d'électricité d'Hydro-Québec.

### **(i) Bâtiment et structures**

Un nouveau bâtiment à charpente d'acier sera construit pour abriter les nouveaux équipements de la centrale thermique. Ce bâtiment aura approximativement 35M de long, 24M de largeur et 40M de haut. Le précipitateur électrostatique ou le filtre à sacs sera installé à l'extérieur du nouveau bâtiment.

### **(ii) Chaudière à lit fluidifié et ses auxiliaires**

La chaudière générera environ 240 000 lb/h (109 090 kg/hre) de vapeur à 1 250 psig (1 034 kPa) et 900 °F (482 °C) en brûlant ces résidus.

La chaudière sera du type à lit fluidifié, conçue pour le brûlage de résidus combustibles et le principal instrument servant à la réduction des émissions atmosphériques. Ce type de chaudière représente la meilleure technologie disponible pour le brûlage de ce type de résidus et pour ce genre d'utilisation.

Une chaudière à lit fluidifié peut brûler les boues et les résidus sans être munie de post-brûleur ou de séchoir externe de combustible. Le principal avantage de cette technique réside dans la facilité avec laquelle la température d'incinération peut être contrôlée et maintenue, en raison de l'agitation turbulente de la grande capacité thermique et du taux élevé de transfert de chaleur.

La chaudière sera contrôlée par un ordinateur distribué, ce qui permettra un contrôle très précis et très rapide des paramètres critiques pour une combustion efficace et propre. Les équipements de mesure en continu suivants seront installés pour le suivi de la combustion :

- Un dispositif d'échantillonnage en continu qui mesure et enregistre la concentration en oxygène et en monoxyde de carbone;
- Un dispositif de mesure et enregistrement continu de l'opacité des gaz ou la concentration des particules émises dans l'atmosphère;
- Des transmetteurs pour la température du lit de sable;
- Un transmetteur pour la température du foyer.



Les principaux avantages à retirer d'une chaudière à lit fluidifié, comparativement à une chaudière à grille conventionnelle, sont les suivants:

#### Souplesse de fonctionnement

En raison de l'inertie thermique du lit et de la combustion plus rapide, les chaudières à lit fluidifié peuvent accepter des combustibles plus humides telles que les boues, lesquelles ne pourraient pas nécessairement être brûlées dans des chaudières conventionnelles. Elles répondent aussi plus rapidement et permettent de contrôler la charge en brûlant seulement des solides.

#### Efficacité supérieure

Les chaudières à lit fluidifié ont une meilleure efficacité de combustion et peuvent facilement atteindre plus de 99 % de conversion de carbone contenu dans le combustible avec des niveaux d'air excédentaire de 20 à 25 % et sans réinjection de cendres. Les chaudières à grilles conventionnelles peuvent seulement atteindre de 95 à 96 % de conversion du carbone sans réinjection de cendres et ont normalement des niveaux d'air excédentaire de 30 à 40 %.

En plus d'augmenter le rendement thermique, ceci amène également des réductions substantielles du volume de cendres générées par la chaudière. Les déchets de bois ne produisent habituellement que de 2 à 3 % de cendres. Une conversion de 95 % du carbone signifie que plus de 60 à 70 % des cendres produites peuvent être du carbone dans les chaudières conventionnelles.

En conséquence, une meilleure conversion du carbone et une efficacité accrue de la combustion procurent des économies de consommation de combustible et des coûts d'enfouissement ou de valorisation.

#### Réductions des émissions

La combustion plus complète et la température de combustion relativement basse ne produisent que de faibles émissions de CO et de NOx.

Les NOx peuvent être réduits à des niveaux très faibles en injectant de l'urée ou de l'ammoniac dans les gaz de combustion à la sortie de la chaudière.

Lors de la combustion de combustible contenant du soufre, de la chaux peut également être introduite dans le lit afin de réduire la formation de SO<sub>2</sub> et SO<sub>3</sub>.

**(iii) Système de traitement des gaz**

Un précipitateur électrostatique ou un filtre à sacs sera installé pour capter les fines particules. Un système d'injection d'urée ou d'ammoniaque est également envisagé pour maintenir les émissions de NOX en bas des normes. Un système d'addition de chaux sera installé afin de réduire les émissions d'oxyde de soufre. Un précipitateur électrostatique ou un filtre à sacs sera installé pour respecter les futures normes d'émission de particules de 70 mg/Nm<sup>3</sup> corrigées à 7 % de O<sub>2</sub>.

**(iv) Modifications sur les systèmes de traitement d'eau**

Un nouveau réservoir recevra le condensât de tous les ateliers de l'usine. Un système de pompe transférera le condensât vers le dégazeur existant via un polisseur cationique régénéré aux amines. Tout le condensât de l'usine sera traité de cette façon.

Un train de déminéraliseur à lits séparés (anion / cation ) sera installé en aval du système de traitement existant de l'eau d'appoint. Les adoucisseurs existants seront transformés en trappe organique. Un réservoir d'entreposage de l'eau déminéralisée d'une capacité d'environ 200,000 litres sera installé avec deux pompes de transfert vers le nouveau dégazeur.

**(v) Système de génération et distribution de vapeur**

Le nouveau système de génération et de distribution de vapeur sera intégré à celui existant à l'usine.

**(vi) Système d'alimentation en combustibles fossiles**

Puisque l'usine brûle déjà du gaz et/ou du mazout n° 6, les systèmes existants ont des capacités adéquates et seront réutilisés lors de démarrage ou de bris majeur au système de biomasse.

**(vii) Alimentation électrique**

La nouvelle chaudière sera alimentée par un circuit à 13,8 kV à partir de la distribution existante. Ce circuit sera entièrement réalisé par l'usine. La tension d'alimentation sera réduite localement à 2,4 kV et 600 V pour alimenter les moteurs.

### **(viii) Turbogénératrice**

La turbine sera alimentée par de la vapeur motrice à 1 250 psig (8 619 kPa). Trois niveaux d'extraction de vapeur à 150 psig ( 1030 kPa ), 70 psig ( 481 kPa ) et à 35 psig (240 kPa) seront nécessaires pour alimenter les réseaux de vapeur de l'usine. La turbine sera équipée d'un condenseur par évaporation qui sera utilisé principalement en été et lors de baisses de demande de vapeur dans l'usine de papier. L'électricité produite sera à 13,8 kV.

### **(ix) Alimentation en eau**

#### ***Quantités requises***

Les quantités supplémentaires d'eau seront requises pour la condensation d'une partie de la vapeur en été et lors d'arrêt des machines à papier. Le système sera conçu pour pouvoir condenser complètement la totalité de la vapeur lors des périodes d'arrêt de l'usine. Afin de réduire la quantité d'eau requise, une unité de condensation par évaporation est prévue.

L'eau requise par la chaudière et ses auxiliaires sera équivalente à ce qui est utilisé actuellement avec les chaudières existantes qui seront mises au rancart. Environ 30 % d'eau d'appoint est requis présentement pour générer la vapeur de procédé. Ces besoins ne changeront pas avec le projet et seront comblés par le système d'alimentation d'eau existant de la chaufferie.

L'ensemble turbine/générateur requerra environ 500 litres/min. d'eau fraîche pour le refroidissement.

#### ***Points d'alimentation et de rejets***

Les besoins en eau fraîche, en eau potable et en eau pour la protection incendie seront comblés par le réseau d'alimentation en eau existant de la chaufferie. Toutes les eaux de procédé et de drainage seront canalisées vers le système du traitement des effluents de l'usine dont l'émissaire rejoint la rivière Saint-François. Les eaux sanitaires seront acheminées au réseau existant qui est raccordé au réseau municipal.

### **x) Système de manutention des cendres**

Les cendres grossières venant du lit fluidifié seront drainées et extraites via un convoyeur et transportées à un convoyeur de transfert principal vers des conteneurs. Ces cendres seront traitées et valorisées ou enfouies sur le site d'enfouissement de Kruger.

Les cendres volantes venant des divers points de captage et des trémies du réchauffeur d'air et de l'économiseur, ainsi que des trémies du précipitateur,

seront aussi recueillies et enlevées par l'entremise de nouveaux convoyeurs et transférées vers une boîte de camion semi-remorque.

Ces cendres seront enfouies sur notre site jusqu'à ce que l'on trouve un marché pour leur valorisation tel que correction de pH de sols acides ou l'usage dans des cimenteries.

## **8. Composantes du milieu et principales contraintes à la réalisation du projet**

La propriété de Kruger s'étend à l'extrémité est de l'ancienne ville de Bromptonville sur la rive droite de la rivière Saint-François, maintenant considérée comme l'arrondissement n° 1 (de Brompton) de la ville de Sherbrooke.

L'usine est située en bordure de la rivière Saint-François. Une partie de la bande riveraine a été identifiée comme zone inondable par la MRC de la région Sherbrookoise (maintenant la nouvelle ville de Sherbrooke) Les nouvelles installations seront cependant localisées à l'extérieur de cette zone.

Les environs immédiats de l'usine ne sont pas boisés, à l'exception d'une mince bande riveraine, et de deux secteurs boisés sur les côtés ouest et nord de la propriété de Kruger. Ces boisés servent d'écrans visuels. De plus, la position de l'usine en contrebas du talus correspondant à la route 143 fait en sorte que les installations sont peu visibles. Les vents dominants proviennent de l'ouest.

Le zonage municipal est industriel, et la vocation industrielle du site est reconnue dans le schéma d'aménagement de la région Sherbrookoise. Les habitations les plus rapprochées de l'usine sont situées à environ 500 mètres à l'ouest et au nord. A l'exception d'un sentier de motoneige régional, il n'y a aucun équipement municipal, récréatif ou touristique d'importance à proximité immédiate de l'usine.

## **9. Principaux impacts appréhendés et mesures d'atténuation envisagées**

Le projet occasionnera un certain nombre d'impacts sur l'environnement. Cependant, toutes les mesures seront prises pour en atténuer les effets négatifs.

Le projet sera réalisé entièrement sur la propriété de Kruger. Le site envisagé est enclavé entre des installations industrielles existantes. Aucun déboisement ne sera nécessaire. Les travaux d'excavation et de terrassement seront réduits au minimum, et leur durée sera par conséquent réduite, ce qui minimisera les inconvénients pour les résidents de secteurs résidentiels à proximité de l'usine.

Le bâtiment abritant les nouveaux équipements sera localisé à l'arrière de la chaufferie et sera plus haut que le bâtiment existant. Les nouvelles installations s'inséreront harmonieusement dans les installations actuelles de l'usine.

Les rejets atmosphériques seront traités par un précipitateur électrostatique ou un système de filtration à sacs. Une étude de modélisation sera réalisée au préalable afin de connaître l'effet du projet sur le milieu environnant et sur l'addition possible de mesures additionnelles.

Les eaux de procédé et refroidissement seront acheminées au traitement secondaire de l'usine. Les eaux sanitaires seront dirigées vers le réseau d'égout de la ville de Sherbrooke. Les eaux servant à la condensation de la vapeur seront recirculées après avoir été refroidies. Des précautions seront d'ailleurs prises dans le choix des produits chimiques utilisés pour le traitement de l'eau afin de ne pas ajouter de toxicité dans l'environnement.

En ce qui concerne le bruit, une étude sonore permettra de connaître les niveaux de bruit ambiant et les niveaux sonores prévus. Des moyens de réduction du bruit seront envisagés, comme par exemple un caisson acoustique pour la turbogénératrice et une isolation adéquate du bâtiment. Les équipements sélectionnés seront de type « bas niveau d'émission de bruit ».

Le projet entraînera une augmentation du camionnage de l'ordre de 20 camions de plus par jour. Les chemins d'accès sont bien définis (route 143 et autoroute 55), de sorte que l'impact ne sera pas excessif pour les résidents de l'arrondissement de Brompton.

Par ailleurs, la réalisation du projet aura des retombées environnementales et économiques positives, notamment :

- Diminution de la consommation de combustibles fossiles ;
- Réduction des gaz à effet de serre ;
- Réduction des émissions de NOx, SOx, et particules;
- Production d'énergie verte;
- Réduction de l'enfouissement ainsi que des gaz à effet de serre et des eaux de lixiviations qui en découlent;
- Accroissement de la robustesse et de l'autonomie du réseau électrique local par l'ajout de 16 MW en électricité locale;
- Création de 5 emplois directs et consolidation des 470 emplois actuels de l'usine.

Un plan d'urgence sera développé afin de contrer tout accident technologique qui pourrait survenir. Les produits chimiques utilisés seront entreposés de façon sécuritaire.

Mentionnons également que l'usine a un système de gestion environnemental conforme à la norme ISO 14001. Ainsi, toutes les mesures sont prises pour identifier les impacts environnementaux et rechercher des moyens pour les atténuer. Les préoccupations des parties intéressées sont actuellement notées et conservées dans le but d'améliorer notre performance environnementale.

#### 10. Calendrier de réalisation du projet

Étapes clés	Date de début jour/mois/an	Date de fin jour/mois/an
Démarches pour l'utilisation du site	Site déjà disponible	Site déjà disponible
Ententes sur les servitudes	Aucune entente nécessaire	Aucune entente nécessaire
Routes d'accès	Déjà disponible	Déjà disponible
Ingénierie détaillée – Plans et devis	03/11/2003	4/11/2005
Contrat d'approvisionnement – équipements stratégiques	11/10/2004	23/06/2006
Autorisations environnementales - Au niveau québécois - Au niveau canadien ( non applicable)	14-10-2003	07-01-2005
Entente avec le(s) client(s) vapeur (cogénération seulement)	Aucune entente nécessaire	Aucune entente nécessaire
Entente avec Hydro-Québec Trans Énergie (raccordement au réseau de transport)	05/06/2006	18/12/2006
Autorisation du ministère des Ressources naturelles (centrale utilisant de la biomasse forestière) - pour la construction de la centrale - permis pour l'exploitation de la centrale	14/10/2003	23-02-2007
Contrat d'approvisionnement - <b>biomasse</b> - combustibles secondaires (contrats déjà en place)	10-01-2005	01-04-2005
Contrat transport - <b>biomasse</b> - combustibles secondaires (contrats déjà en place)	04-04-2005	24-06-2005
Construction	19/09/2005	24/11/2006
Mise en route de la centrale	25-09-2006	23-02-2007
Date garantie du début des livraisons à Hydro-Québec Distribution	01-10-2008	N/A

## **11. Phases ultérieures et projets connexes**

Dans le cadre d'un développement durable, un projet de recherche conjoint avec l'Université de Sherbrooke est en cours pour trouver des usages pour les cendres et éviter leur enfouissement.

Après le rodage des installations, Kruger a l'intention de faire une demande de certificat d'autorisation pour le brûlage de résidus de caoutchouc d'industries locales. Ces résidus de caoutchouc sont présentement enfouis et ont une excellente valeur calorifique.

Des pneus surdimensionnés pourraient aussi être brûlés. Kruger, conjointement avec Recyc Québec et Sandwell, ont effectué une étude complète sur le potentiel de la combustion des pneus au Québec. La recherche documentaire et des essais de combustion à notre usine de Trois-Rivières ont démontré que la combustion de pneus avait un effet bénéfique sur les émissions d'une chaudière à biomasse en permettant un meilleur contrôle de la température du foyer.

## **12. Modalités de consultation du public**

Plusieurs démarches ont été entreprises visant à favoriser l'acceptation du projet par le milieu :

- 26 février 2001 : première rencontre avec les représentants du Ministère de l'Environnement pour discuter des étapes à suivre pour la réalisation du projet.
- 18 mai 2001 : rencontre avec les représentants du Ministère de l'Environnement pour discuter des étapes à suivre pour l'utilisation d'huiles usées.
- 5 juin 2001 : conférence de presse en présence des intervenants locaux pour les investissements dans le cadre du programme FAIRE II et qui incluait l'installation d'une chaudière à biomasse avec cogénération.
- 6 juin 2001 : participation à la rencontre annuelle des entreprises de récupération et de mise en valeur oeuvrant sur le territoire de la ville de Sherbrooke, organisée par le Comité de développement durable de la ville de Sherbrooke, durant laquelle Kruger a fait part de ses besoins futurs en combustibles.
- Novembre 2001 : demande de certificat d'autorisation au Ministère de l'Environnement pour la chaudière à lit fluidifié et demande à la ville de Bromptonville d'un avis de conformité aux règlements municipaux et règlements de zonage.

- 11 mars 2002 : rencontre avec les élus du Comité de développement durable de la ville de Sherbrooke.
- Juin 2002 Étude conjointe entre Recyc-Québec – Sandwell – Kruger portant sur la valorisation de résidus de caoutchouc ont été déposés.
- 4 juin 2002 : participation à la rencontre annuelle des entreprises de récupération et de mise en valeur oeuvrant sur le territoire de la ville de Sherbrooke, organisée par le Comité de développement durable de la ville de Sherbrooke.
- 30 septembre 2002 : visite de l'usine et réunion d'information pour les élus de la ville de Sherbrooke et les principaux fonctionnaires, afin de leur faire connaître la compagnie, l'usine et le projet de cogénération.
- 17 juin 2003 : présentation du projet au Conseil Régional de l'environnement de l'Estrie et au Comité du développement durable de la Ville de Sherbrooke. La résolution du Conseil de la ville de Sherbrooke pour son appui au projet est jointe en annexe.
- 7 juillet 2003 : le Conseil municipal de la ville de Sherbrooke adopte une résolution appuyant le projet de cogénération.
- 8 juillet 2003 : présentation du projet au bureau régional du Ministère de l'Environnement du Québec.
- 7 octobre 2003 : le Conseil central des syndicats nationaux de l'Estrie prend position et appuie la démarche de Kruger dans l'obtention du projet.
- Octobre 2003 Plusieurs articles dans le journal local La Tribune de Sherbrooke ont fait connaître aux citoyens de Sherbrooke les intentions de Kruger concernant un projet de cogénération.

Au cours des prochains mois, le projet sera présenté à nouveau aux employés, aux élus et aux dirigeants de l'arrondissement de Brompton de la ville de Sherbrooke. Par la suite, une séance d'information pour les résidents de l'arrondissement sera organisée.



### 13. Remarques

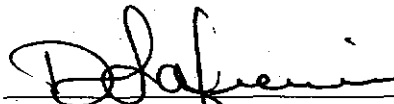
Ce projet fait suite à l'Appel d'offre A/O 2003-01 d'Hydro-Québec Distribution du 15 avril 2003 Puissance garantie totalisant 100 MW et énergie associée – Électricité produite avec de la biomasse.

Il s'agit d'un projet d'une valeur de \$63 millions qui permettra la création de 5 emplois directs et la consolidation de 470 autres à l'usine Kruger. Plus de 180,000 heures de travaux d'ingénierie et de construction seront requises. De plus, la demande accrue de combustibles forestiers, urbains et autres aura également des retombées positives dans la collecte, la valorisation et le transport des ces combustibles.

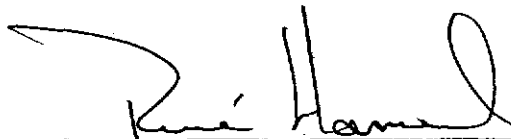
Le projet permet aussi à l'usine de continuer son développement sans être limité par sa production de vapeur.

Nous certifions que tous les renseignements mentionnés dans le présent avis de projet sont exacts au meilleur de notre connaissance.

Signé le 14 octobre 2003



Par Denis Lafrenière, ing.  
Directeur général



Par René Hamel, ing  
Surintendant environnement et énergie



No. 3277  
S A L E

B E F O R E Mtre. HARVEY ALLAN CORN the undersigned  
Notary for the Province of Quebec prac-  
tising at the City of Montreal,

A P P E A R E D:

RICHMOND PULP & PAPER CO. OF CANADA LTD., a  
Corporation having its Head Office at Bromptonville  
in the Province of Quebec and a place of business at  
the City of Montreal, herein acting and represented  
by BERNARD JOHN KRUGER, its President and ROBERT E.  
GLAYMON, its Secretary, hereunto duly authorized by a  
Resolution of the Board of Directors of the said Com-  
pany passed at a Meeting thereof duly called and held  
on the Nineteenth day of November Nineteen hundred  
and sixty-four, a copy of which Resolution certified  
true is hereunto annexed after having been acknowledged  
to be true and signed by the said Officers in the  
presence of the undersigned Notary;

Hereinafter called "the Vendor"

W H I C H hath by these presents sold with  
legal warranty,

U N T O:

KRUGER PULP AND PAPER LIMITED (its name having  
been changed from KRUGER PAPER COMPANY LIMITED by  
Supplementary Letters Patent issued by the Secretary  
of State of Canada on the Twenty-

sixth

Registered by  
No. 2889  
7. 11. 65  
S. J. Harrison  
Notary

sixth day of June Nineteen hundred and sixty-four)  
a Corporation having its Head Office at the City of  
Montreal herein acting and represented by BERNARD  
JOHN KRUGER, its President, and ROBERT E. GLAYMON,  
its Secretary, \_\_\_\_\_

hereunto duly authorized by a Resolution of the Board  
of Directors of the said Company passed at a Meeting  
thereof duly called and held on the Ninth \_\_\_\_\_  
day of November \_\_\_\_\_ Nineteen hundred and sixty-  
four, a copy of which Resolution certified true is  
hereunto annexed after having been acknowledged to be  
true and signed by the said Officer in the presence  
of the undersigned Notary;

Hereinafter called "the Purchaser"  
hereto present and accepting the following immoveable  
property, namely:

DESCRIPTION

A: -

A:- Those certain parts of those lots which  
are known and designated upon the Official Plan and  
Book of Reference of the Cadastre of the Township of  
Stoke, in the Registration Division of Richmond, in  
the Province of Quebec as being the following, all of  
which are in Range One (1) of said Township of Stoke:

1. Part of lot number one letter C (Pt. 1C).

Of irregular figure, it is bounded towards the  
North-West by other parts of this same lot num-  
ber one letter C (Pts. 1C); towards the North-  
East by the Public Highway No. 5 between Windsor  
and Sherbrooke and by part of lot number one  
letter C (Pt. 1C); to the South-West by the St.  
Francis River; and towards the West by another  
part of this same lot number one letter C (Pt. 1C)  
being part of the right-of-way of the Canadian  
National Railways; and towards the South-East by  
that part of lot number two (Pt. 2) which is  
hereinafter described under paragraph (2).

It measures two hundred and ninety feet (290.0')  
upon that part of its north-easterly side which  
is adjacent to the Public Highway; eighteen hun-  
dred and eight feet (1808.0') more or less along  
its south-easterly boundary; nine hundred and  
twenty feet (920.0') more or less along its wes-  
terly boundary that is along the C.N.R. right-of-  
way; five hundred and fifty feet (550.0') on that  
part of its north-westerly boundary which is  
nearer to the C.N.R. right-of-way; three hundred  
and sixty-eight feet (368.0') on that other part  
of

of its north-easterly boundary which is adjacent to another part of this same lot number one letter C (Pt. 1C); and six hundred and sixty-five feet and three tenths of a foot (665.3') on the remaining part of its north-westerly boundary which is nearer to the Public Highway. It contains an area of twenty acres and eight tenths of an acre (20.8) more or less.

2. Part of lot number two (Pt. 2).

It is bounded towards the North-East by the Public Highway No. 5 between Windsor and Sherbrooke; towards the South-East by that part of lot number three (Pt. 3) which is hereinafter described under paragraph (3); towards the South-West and West by the St. Francis River; and towards the North-West by that part of lot number one letter C (Pt. 1C) which is hereinabove described under paragraph (1).

It measures eighteen hundred and one feet (1801.0') on its north-easterly side; sixteen hundred and fifty feet (1650.0') more or less along its south-easterly side; and eighteen hundred and eight feet more or less on its north-westerly side.

It contains an area of seventy-one acres and two tenths of an acre (71.2) more or less. This area includes also that part of the hold highway which is now abandoned and which bore no cadastral number.

3. Part of lot number three (Pt. 3).

It

It is bounded towards the South-West and South by the St. Francis River; to the South-East by lots subdivision numbers two, three, twenty-one, twenty-two, thirty-eight, thirty-nine, fifty-three and fifty-four of original lot number three (3-2, 3-3, 3-21, 3-22, 3-38, 3-39, 3-53 & 3-54) all being streets and by a part of lot number four (Pt. 4) which is hereinafter described under paragraph (4); towards the North-East partly by the Public Highway No. 5 and partly by lot subdivision number two of original lot number three (3-2) being Pleasant Street; and towards the North-West by that part of lot number two (Pt. 2) which is hereinabove described under paragraph (2).

It measures eleven hundred feet (1100.0') along the Public Highway No. 5; nine hundred and forty-two feet and five tenths of a foot (942.5') on that part of its south-easterly side which is adjacent to lots subdivision numbers two, three, twenty-one, twenty-two, thirty-eight, thirty-nine, fifty-three and fifty-four of original lot number three (3-2, 3-3, 3-21, 3-22, 3-38, 3-39, 3-53 & 3-54); eight hundred and eighty-one feet and eighty-six hundredths of a foot (881.86') on that part of its north-easterly side which is adjacent to Pleasant Street; two hundred and ten feet (210.0') more or less along that part of its south-easterly side which is adjacent to that part of lot number four (Pt. 4) which is hereinafter

after

after described under paragraph (4); and sixteen hundred and fifty feet (1650.0') more or less along its north-westerly side.

It contains an area of thirty-five acres and six tenths of an acre (35.6) more or less, including the old highway which is now abandoned.

4. Part of lot number four (Pt. 4).

It is bounded to the South, South-East and South-West by the St. Francis River; towards the South-East again partly by that part of lot number four (Pt. 4) which belongs to G. Nicol or representatives and by lot subdivision number one hundred and thirty-four of original lot number four (4-134); towards the North-East partly by the Public Highway No. 5, partly by that part of lot number four (Pt. 4) which belongs to G. Nicol or representatives and partly by lot subdivision number two of original lot number four (4-2) being a street; and towards the North-West partly by that aforesaid part of lot number four (Pt. 4) which belongs to G. Nicol or representatives, partly by lots subdivision numbers two, three, eight, three letter A. seventeen, three letter B, and three letter C all of original lot number four (4-2, 4-3, 4-8, 4-3A, 4-17, 4-3B & 4-3C) all being streets, and by that part of lot number three (Pt. 3) which is hereinabove described under paragraph (3).

It measures four hundred and one feet (401.0') along



along the Public Highway No. 5; one hundred and forty-four feet and twenty-five hundredths of a foot, one hundred and forty-four feet and one hundred and forty-one feet (144.25', 144.0' & 141.0') respectively along those parts of its north-westerly, north-easterly and south-easterly boundaries which are adjacent to that part of lot number four (Pt. 4) which belongs to G. Nicol or representatives; one thousand and eighty-five feet and three hundred and thirty-three feet and fifty-six hundredths of a foot (1085.0' & 333.56') respectively along the two segments of the broken line forming its north-westerly boundary which is adjacent to lots subdivision numbers two, three, three letter A, eight, seventeen, three letter B and three letter C all original lot number four (4-2, 4-3, 4-8, 4-3A, 4-17, 4-3B, & 4-3C); two hundred and ten feet (210.0') on that other part of its north-easterly boundary which is adjacent to lot subdivision number two of original lot number four (4-2) being a street; and two hundred and ten feet (210.0') more or less along that other part of its north-westerly boundary which is adjacent to that part of lot number three (Pt. 3) which is hereinabove described under paragraph (3). It contains an area of fourteen acres and ninety-six hundredths of an acre (14.96) more or less.

5. Part of lot number twelve (Pt. 12).

A

A part of that lot which was known and designated

upon the plan of the primitive survey of the said Township of Stoke as being number one of range one of the said Township, but which part of lot is now shown upon the Official Plan (but not in the Book of Reference) of the Cadastre of the said Township of Stoke as being part of lot number twelve (Pt. 12). It is bounded upon the East by the property of the Canadian National Railways; upon the South and South-West by the St. Francis River; upon the North-West by another part of the same lot number one of the primitive survey (now shown as lot number twelve (12) on the Cadastral Plan but not in the Book of Reference). It contains an area of one acre and six-tenths of an acre (1.6) more or less. The north-westerly boundary of this area is the continuation in a south-westerly direction of the most north-westerly line of the part of lot number one letter C (Pt. 1 C) hereinabove described in paragraph (1).

B:- Those certain lots or parts of lots which are known and designated upon the Official Plan and in the Book of Reference of the Cadastre of the Township of Brompton in the Registration Division of Richmond, in the Province of Quebec as being the following, all of which are in Range Four (4) of said Township of Brompton:

6. Lot number twenty-six letter E (26 E).

It contains an area of fifty-six hundredths of an  
\_\_\_\_\_ acre

acre (0.56) more or less.

7. Lot number twenty-seven letter F (27 F).

It contains an area of three acres and fifty-nine hundredths of an acre (3.59) more or less.

8. Lot number twenty-eight letter F (28 F).

It contains an area of four acres and twenty-seven hundredths of an acre (4.27) more or less.

9. Lot subdivision number ninety-one of original lot number twenty-nine (29-91).

It contains an area of twelve hundredths of an acre (0.12) more or less.

10. Part of lot subdivision number ninety-two of original lot number twenty-nine (Pt. 29-92).

Of irregular figure, it is bounded towards the South by lot number thirty-nine (39) being the right-of-way of the Canadian National Railways; towards the North by the St. Francis River; and towards the South-East by the residue of this same lot subdivision number ninety-two of original lot number twenty-nine (Res. 29-92).

It measures eight hundred and twenty feet (820.0') along the Canadian National Railways right-of-way; four hundred feet and thirty feet (400.0' & 30.0') respectively along the two segments of the broken line forming its south-easterly boundary.

11. Part of lot number thirty letter F (Pt. 30 F).

Of irregular figure, it is bounded towards the South-West by lot number thirty-nine (39) being the right-of-way of the Canadian National Railways;

towards

towards the North-West by part of lot number thirty letter F (Pt. 30 F) being the residue of this lot; towards the South-East, North and North-East by the River St. Francis; and towards the South-East again by that part of lot number thirty-one letter C (Pt. 31 C) which is hereinafter described under paragraph (12).

It measures thirteen hundred and twelve feet (1312.0') on its south-westerly boundary; two hundred and fifteen feet (215.0') on its north-westerly side; and ninety-six feet (96.0') on its south-easterly side.

It contains an area of three acres and six hundredths of an acre (3.06) more or less.

12. Part of lot number thirty-one letter C (Pt. 31 C).

It is bounded towards the South-West by lot number thirty-nine (39) being the right-of-way of the Canadian National Railways; towards the North-West by that part of lot number thirty letter F (Pt. 30 F) which is hereinabove described under paragraph (11); and towards the North-East and East by the St. Francis River.

It measures according to the Deed four hundred feet (400.0') on its South-westerly side; ninety-six feet (96.0') on its North-westerly side. It contains an area of forty-nine hundredths of an acre (0.49) more or less.

Together with the buildings and structures thereon erected and all appurtenances thereunto  
belonging

belonging and all machinery and equipment therein contained.

The whole as shown outlined in green and (in the case of the portion of said lot number twelve hereinabove described in paragraph 5) in red upon the Plan prepared by C.C. Lindsay, Q. L. S., on June 3rd, 1963, minute number 39860B; a copy of which Plan is hereunto annexed after having been acknowledged to be true and signed by the Officers of the Company in the presence of the undersigned Notary.

With all servitudes and rights pertain-ing or attaching to the hereinabove described property and existing in virtue of the Company's title deeds.

All dimensions and distances in the foregoing description are in standard English feet and decimals thereof and all areas are in English square measure.

C:-

C:- SUCH RIGHT, TITLE AND INTEREST AS THE COMPANY  
MAY HAVE IN AND TO THE FOLLOWING IMMOVEABLE PROPER-  
TIES:-

In the Townships of Stoke and Brompton

a) The bed and banks of the St. Francis  
River opposite all those parts of lots described in  
paragraphs one to twelve (1 to 12).

b) The buildings, plant, equipment, dams,  
piers and booms presently existing on the herein-  
before described immoveable property or in the bed  
or on the banks of the St. Francis River insofar  
as the same extend from a line across the said  
river, being the prolongation of the northern bound-  
ary of lot No. one letter C (1-C) of Range One (1)  
in the Township of Stoke, to the northerly boundary  
of the City of Sherbrooke.

With and subject to all servitudes, active

and

and passive, apparent and unapparent, pertaining thereto except as herein specifically reserved.

D:- SUCH RIGHTS, PRIVILEGES, TITLES AND INTEREST AS THE COMPANY MAY HAVE IN OR UPON THE REMOVEABLE PROPERTIES OR AGAINST THE PERSONS HEREINAFTER SET FORTH:-

I. In the Township of Stoke

1. The Pier, Boom, Shore and Other Rights in or upon Original Lots Six A (6A) and Six B (6B), Eight A (8A) and Eight B (8B), Nine A (9A), Nine B (9B), Nine C (9C), Nine D (9D), Nine E (9E), Nine F (9F), Nine G (9G), Nine H (9H), Nine I (9I), Ten A (10A), Ten B (10B), Ten C (10C), Ten D (10D) and Ten E (10E) of Range One (1), (formerly designated as lots numbers six, eight, nine and ten (6, 8, 9 & 10) of the said Range One (1)) acquired by Brompton Pulp & Paper Company from George B. Bearce by Deed under private signature executed on the twenty-fourth day of October, Nineteen hundred and one, and registered in the Richmond County Registry Office under Number five hundred and sixty-four (564).
2. The Shore Rights in or upon original Lots Six A (6A) and Six B (6B) of Range One, (formerly designated as lot number six (6) of the said Range One (1)) acquired by Brompton Pulp and Paper Company from E.W. Tobin by Deed executed before J.O. Desmarais, Notary, on the fifteenth of November, Nineteen hundred and five, and registered in the aforementioned Registry Office under number 1388, Reg. B, Vol. 29.

3.

3. Flooding and damage rights in or upon lot No. seven (7) of Range One (1), acquired by Brompton Pulp & Paper Company, Limited from E.W. Tobin by deed executed before A. Ouellet, Notary, on the third day of August, Nineteen hundred and eighteen, and registered in the aforementioned Registry Office under Number 4481, Reg. B, Vol. 36.

II. In the Township of Brompton

4. Pier, Boom, Shore and Other Rights, in or upon Original Lots Thirty-One A (31A) Thirty-one B (31B), Thirty-One C (31C), Thirty-one D (31D), Thirty-one E (31E) Thirty-One F (31F), Thirty-One G (31G), Thirty-One H (31H), Thirty-Two A (32A), Thirty-Two B (32B), Thirty-Two C (32C), Thirty-Two D (32D), and Thirty-Two E (32E), Thirty-Three A (33A), Thirty-Three B (33B) and Thirty-Three C (33C) of Range Four (4), (formerly designated as lots numbers thirty-one, thirty-two and thirty-three (31, 32 and 33) of the said Range Four (4)), acquired by Brompton Pulp and Paper Company from Geroge B. Bearce by deed under private signature executed on the twenty-fourth day of October, Nineteen hundred and one, and registered in the aforementioned Registry Office under number five hundred and sixty-four (564).

5. Flooding rights in or upon a part of subdivision number two of original lot number twenty-nine (29-2) of Range Four (4) acquired by Brompton Pulp and Paper Company from Octave Leblanc by Deed executed before A. Ouellet, Notary, on the nineteenth day of May, Nineteen hundred



hundred and eight, and registered in the aforementioned Registry Office under number three hundred and four (304).

6. Flooding rights in or upon subdivision number ten of original lot number twenty-nine (29-10) of Range Four (4) reserved by Brompton Pulp and Paper Company in Deed of Sale to George Gosselin executed before Me. O. \_\_\_\_\_

A. Bégin, Notary, on the eighteenth day of April, Nineteen hundred and fourteen, and registered in the aforementioned Registry Office under number five hundred and forty-six (546).

7. Flooding rights in or upon resubdivisions ten thirteen, fourteen less that part thereof sold to Antoine Goyette, thirty-four and sixty-four of subdivision number two of original lot number twenty-nine (29-2-10, 29-2-13, 29-2-14 pt., 29-2-34, 29-2-64) of Range Four (4), and a portion of the unsubdivided part of subdivision number two of original lot number twenty-nine (29-2 pt.) all of Range Four (4) and resubdivisions numbers four, five and six of subdivision thirty-nine of original lot number twenty-nine (29-34-4, 29-39-5 and 29-39-6) of Range Four (4) sold by Dame Amanda Daigneault, widow of the late F.G. Ponton, by Deed executed before A. Ouellet, Notary, on the sixteenth day of February, Nineteen hundred and twenty-four, and registered in the aforementioned Registry Office, under number 11597, Reg. B, Vol. 39.

8. Flooding rights in or upon resubdivisions

seven

seven and eight of subdivision thirty-nine of original lot number twenty-nine (29-39-7, 29-39-8), of Range Four (4) reserved by Brompton Pulp & Paper Company in a deed of sale to Jean Latulippe executed before A. Ouellet, Notary, on the eighth day of November, Nineteen hundred and twenty-eight, and registered in the aforementioned Registry Office under number 16272, Reg. B, Vol. 42.

9. Flooding rights in or upon resubdivision  
sixty-five of subdivision two of original lot number twenty-nine  
(29-2-65) of Range Four (4) acquired by Brompton Pulp & Paper Company from Augustin Chabot by deed executed before A. Ouellet, Notary, on the fifteenth day of June, Nineteen hundred and twenty, and registered in the aforementioned Registry Office, under number 6727, Reg. B, Vol. 37.

10. Flooding rights in or upon resubdivision three  
of subdivision thirty-nine of original lot number twenty-nine (29-39-3) of Range Four (4) reserved by Brompton Pulp & Paper Company in deed of Sale to Omer Robidoux executed before A. Ouellet, Notary, on the twelfth day of April, nineteen hundred and forty-six, and registered in the aforementioned Registry Office under number 36647, Reg. B, Vol. 53.

11. That portion of an electrical transmission  
line which is located on a part of said lot number three (Pt. 3) of Range One (1) in the Township of Stoke serving the mill building and extending in a south-westerly direction from the Windsor Mills-  
Sherbrooke

Sherbrooke transmission line of the Shawinigan Water and Power Company to the property of the Company hereinabove described in Subsections A and B and that portion of the return transmission line to the extent that the same is located on the said part of said lot number three (Pt. 3) to the point where it intersects the said transmission line of the said Shawinigan Water and Power Company, which transmission lines were reserved in the deed of sale from Brompton Pulp & Paper Company to Dame Beatrice Tobin, wife of J.O. Asselin, executed before A. Ouellet, Notary, on the twenty-fifth day of March, Nineteen hundred and thirty-seven, and registered in the Richmond County Registry Office under No. 24865, Reg. B, Vol. 46,

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together with the right also reserved in the said deed of sale to use and maintain the said portions of the said transmission lines and their poles, attachments and accessories.

12. Such other rights, privileges, titles, interest and property which the Company may have in or to that section of the St. Francis River and the waters, bed and banks thereof extending from the point opposite the northerly boundary of the part of lot number one letter C (Pt. 1C) of Range One (1) in the Township of Stoke, hereinbefore described in paragraph (1) of Subsection A, to the northerly boundary of the City of Sherbrooke.

The immoveable properties, rights, privileges,  
titles

seven and eight of subdivision thirty-nine of original lot number twenty-nine (29-39-7, 29-39-8), of Range Four (4) reserved by Brompton Pulp & Paper Company in a deed of sale to Jean Latulippe executed before A. Ouellet, Notary, on the eighth day of November, Nineteen hundred and twenty-eight, and registered in the aforementioned Registry Office under number 16272, Reg. B, Vol. 42.

9. Flooding rights in or upon resubdivision sixty-five of subdivision two of original lot number twenty-nine (29-2-65) of Range Four (4) acquired by Brompton Pulp & Paper Company from Augustin Chabot by deed executed before A. Ouellet, Notary, on the fifteenth day of June, Nineteen hundred and twenty, and registered in the aforementioned Registry Office, under number 6727, Reg. B, Vol. 37.

10. Flooding rights in or upon resubdivision three of subdivision thirty-nine of original lot number twenty-nine (29-39-3) of Range Four (4) reserved by Brompton Pulp & Paper Company in deed of Sale to Omer Robidoux executed before A. Ouellet, Notary, on the twelfth day of April, nineteen hundred and forty-six, and registered in the aforementioned Registry Office under number 36647, Reg. B, Vol. 53.

11. That portion of an electrical transmission line which is located on a part of said lot number three (Pt. 3) of Range One (1) in the Township of Stoke serving the mill building and extending in a south-westerly direction from the Windsor Mills-  
Sherbrooke

titles and interest hereinbefore described in subsections A,B,C and D are subject to the following reservations;

(a) Any mineral and mining rights heretofore reserved in any deeds or documents affecting the said immoveable properties in favour of the British American Land Company or any other party.

(b) That portion of the electrical transmission line of Brompton Pulp & Paper Company extending from the point at which the return transmission line mentioned in paragraph 11 of subsection D intersects the transmission line of the Shawinigan Water and Power Company to the mill buildings of Brompton Pulp & Paper Company at East Angus and such servitudes and rights as the Brompton Pulp & Paper Company may have with respect to the erection, use and maintenance thereof.

As the said property now subsists with all its rights, members and appurtenances without exception or reserve of any kind on the part of the Vendor.

POSESSION

P O S S E S S I O N

The Purchaser will be the absolute  
owner of the said property from the date hereof and  
will take possession thereof forthwith.

VENDOR'S DECLARATIONS

The Vendor declared and covenanted  
with the Purchaser as follows:

1. That the said property is free and clear of all  
assessments and rates to the date hereof.
2. That the said property is free and clear of all  
encumbrances with the exception of the hypothecs  
and other charges created in favour of The Royal  
Trust Company by Deeds executed before H.H. Tees,  
Notary, on the Twenty-seventh day of June Nine-  
teen hundred and sixty-three and the Sixth day  
of November Nineteen hundred and sixty-three,  
registered at the Registry Office for the  
County of Richmond under the Numbers 75141 and  
76067.

CONDITIONS

C O N D I T I O N S

The present Sale is thus made subject to  
the following conditions to the fulfilment of which  
the Purchaser binds and obliges itself, namely:

1. To pay the cost of this Deed and of its registration.
2. To pay all assessments and rates hereafter imposed upon the said sold property and the proportion from this date of those imposed for the current municipal year and all future instalments of special taxes.

P R I C E

The present Sale is thus made for the  
price of ONE DOLLAR and other good and valuable  
considerations which the Vendor acknowledges to have  
received from the Purchaser before the execution  
hereof, whereof quit for so much.

The present Sale is also made in further  
consideration of the Purchaser obliging itself as it

doth

doth hereby oblige itself to pay to the exoneration of the Vendor all the encumbrances hereinabove mentioned.

W H E R E O F   A C T E :

THUS DONE AND PASSED at the City of Montreal this Eleventh day of March Nineteen hundred and sixty-five and of record in the office of the undersigned Notary under the Number Three thousand two hundred and seventy-seven.

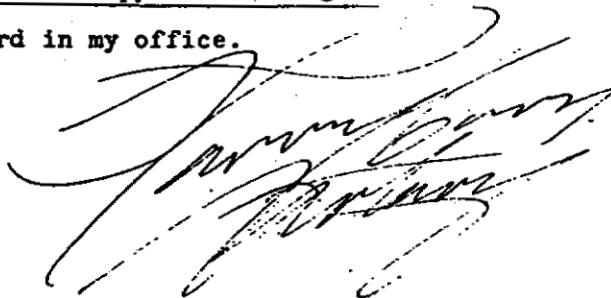
A N D after due reading hereof the Parties signed in the presence of the said Notary.

(Signed) B. J. Kruger

" Robert E. Glaymon

" HARVEY CORN, Notary

A true copy of the original hereof remaining of record in my office.





CANADA  
PROVINCE OF QUEBEC  
DISTRICT OF ST. FRANCIS

IN THE SUPERIOR COURT.

N<sup>o</sup>: 4597

The third day of February one thousand nine hundred and sixty-seven:

Present: His Lordship Mr. Justice GASTON DESMARAIS.

KRUGER PULP & PAPER LIMITED- LA SOCIETE  
DES PATE ET PAPIER KRUGER LIMITEE,  
a corporation duly incorporated, having  
its HEAD Office at the City of Montreal,

Petitioner

-and-

THE TOWN OF DORCHESTERVILLE, a municipal  
Corporation having its place of business  
in the Town of Dorchesterville,

-and-

STELLA YEARSON, in her capacity of Re-  
gistrar for the Registration Division  
of Richmond,

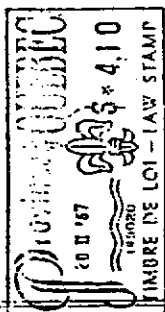
His-en-cause

THE COURT, after having heard the Petitioner  
by its attorneys on its motion for judicial recognition  
of the right of ownership, examined the proceedings, the  
proof of record and deliberated;

WHEREAS Petitioner alleges by its motion:-

That your Petitioner was incorporated under  
Letters Patent of Canada in the year 1921 under the name of  
"KRUGER PAPER COMPANY LIMITED" and by Supplementary Letters  
Patent dated April 21, 1966, its name was changed to  
"KRUGER PULP & PAPER LIMITED - LA SOCIETE DES PATES ET  
PAPIER KRUGER LIMITEE", its present name.

2.- Under the terms of a Deed of Sale  
executed on March 11, 1965 before H.A. Corn, Notary, a copy  
whereof was registered in the Registry Office for the Regis-  
try Office for the Registration Division of Richmond under  
number 79039, your Petitioner acquired from Richmond Pulp  
and Paper Company of Canada Limited immovable properties,  
amongst which were the following immovables which were  
described as follows:



OFFICE OF JUSTICE  
Herbrooke  
COURT HOUSE

Received by

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Stella Yearson  
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" 2. Part of Lot number two (Pt. 2).

It is bounded towards the North-East by the Public Highway No. 5 between Windsor and Sherbrooke; towards the South-East by that part of lot number three (Pt. 3) which is hereinafter described under paragraph (3); towards the South-West and West by the St. Francis River; and towards the North-West by that part of lot number one letter C (Pt. 1C) which is hereinabove described under paragraph (1).

It measures eighteen hundred and one feet (1801.0') on its north-easterly side; sixteen hundred and fifty feet (1650.0') more or less along its south-easterly side; and eighteen hundred and eight feet more or less on its north-westerly side.

It contains an area of seventy-one acres and two tenths of an acre (71.2) more or less. This area includes also that part of the old Highway which is now abandoned and which bore no cadastral number.

3.- Part of lot number three (Pt. 3).

It is bounded towards the South-West and South by the St. Francis River; to the South-East by lots subdivision numbers two, three, twenty-one, twenty-two, thirty-eight, thirty-nine, fifty-three and fifty-four of original lot number three (3-2, 3-3, 3-21, 3-22, 3-38, 3-39, 3-53 & 3-54) all being streets and by a part of lot number four (Pt. 4) which is hereinafter described under paragraph (4); towards the North-East partly by the Public Highway No. 5 and partly by lot subdivision number two and one lot number three (3-2) being Pleasant Street; and towards the North-West by that part of lot number two (Pt. 2) which is hereinabove described under paragraph (2).

It measures eleven hundred feet (1100.0') along the Public Highway No. 5; nine hundred and forty-two feet and five tenths of a foot (942.5') on that part of its south-easterly side which is adjacent to lots subdivision numbers two, three, twenty-one, twenty-two, thirty-eight, thirty-nine, fifty-three and fifty-four of original lot number three (3-2, 3-3, 3-21, 3-22, 3-38, 3-39, 3-53, & 3-54); eight hundred and eighty-one feet and eighty-six hundredths of a foot (881.86') on that part of its north-easterly side which is adjacent to Pleasant Street; two hundred and ten feet (210.0') more or less along that part of its south-easterly side which is adjacent to that part of lot number four (Pt. 4) which is hereinafter described under paragraph (4); and sixteen hundred and fifty feet (1650.0') more or less along its north-westerly side.

It contains an area of thirty-five acres and six tenths of an acre (35.6) more or less, including the old Highway which

which is now abandoned."

the whole as appears from a copy of said deed produced herewith as Petitioner's Exhibit P-1.

3.- That as appears from Certificates of Search dated April 23, 1959, February 5, 1959, July 15, 1958, March 15, 1950 and October 4, 1926, produced herewith as Petitioner's Exhibit P-2, the said Richmond Pulp and Paper Company of Canada Limited acquired the above described immovable properties from the City of Sherbrooke by the following deeds:-

- a) Deed of Sale executed on December 4, 1958 before J.J. Lagassé, Notary, registered in said Registry Office under number 65679;
- b) Deed of Sale executed December 4, 1958 before J.J. Lagassé, Notary, registered in said Registry Office under number 65383;
- c) Deed of Sale executed on February 1, 1954, before C. Picard, Notary, and registered in said Registry Office under number 53382.

4.- That the City of Sherbrooke in turn acquired said properties, with greater extent, from Brompton Pulp & Paper Company Limited by Deed of Sale executed March 18, 1950 before J.J. Lagassé, Notary, registered in said Registry Office under number 44509, this Company in turn acquired said properties from Brompton Pulp & Paper Company by Deed of Sale executed April 3, 1917 before G.E. Borlase, Notary, registered in said Registry Office under number 4209 of Volume B-36, this Company in turn acquired said properties from Brompton Pulp & Paper Company of Lewiston, Maine, U. S.A., in virtue of a Deed of Transfer executed July 31, 1912 before J.A. Bégin, Notary, registered in said Registry Office under number 822 of Volume B-33, this Company in turn acquired said properties from George B. Bearce and Ed. W. Tobin by a Deed of Sale executed October 24, 1901 before J.A. Bégin, Notary, registered in said Registry Office under number 1131 of Volume B-27, who in turn acquired said properties from the British American Land Company by Deed of Sale executed on January 7, 1901 before G.E. Borlase, Notary, registered in said Registry Office under number 505 of Volume B-27.

5.- That as appears from the Deed of Sale executed on March 10, 1950 before J.J. Lagassé, Notary, between Brompton Pulp & Paper Company Limited and the City of Sherbrooke, and registered at said Registry Office under number 44509, a copy of said deed being produced herewith as Petitioner's Exhibit P-3, the said Company sold to the City of Sherbrooke with warranty against the acts and deeds of the Vendor only,

such right, title and interest as the Vendor may have had in and to the following immovable properties described as follows:-

"2.- A strip of land forming the bed of the old Highway which traverses the Easterly corner of the part of lot number Two (2-Pt. ) . . . and which strip of land has a length of six hundred and forty-one feet (641.0') on its Easterly side and an area of forty-five hundredths of an acre (.45) . . . and

3.- A strip of land forming the bed of the old Highway which traverses the said unsubdivided part of lot number Three (3-Pt.) from North to South, the said strip being the continuation in a Southerly direction of the Highway hereinbefore described . . . the said strip of land having a length of one thousand and three feet (1003.0') on its Easterly side and nine hundred and eighty-one feet (981.0') on its westerly side and an area of sixty-one hundredths of an acre (.61) more or less."

the whole as more fully appears from Petitioner's Exhibit P-3.

6.- That doubts have arisen as to your Petitioner's title to the parts of Lots Nos. 2 and 3 described in Paragraph 5 hereof.

7.- That the description in the Book of Reference accompanying the Cadastral Plan for the Township of Stoke, which came into force on February 10, 1900, for both said Lots Nos. 2 and 3 is such that no mention is made of the said old Highway described in Paragraph 5 hereof and these lots cover all that area between the St. Francis River and The Grand Trunk Railway lines (now the Canadian National Railway lines) and the rear line of Range 1 of said Township and Lots Nos. 1-C and 4 of said Range 1 of said Township.

8.- That according to the cadastral description referred to in Paragraph 7 hereof the said old Road described in Paragraph 5 hereof at all times formed part of those parts of Lots Nos. 2 and 3 as described in Paragraph 2 hereof.

9.- That as appears from a Resubdivision Plan prepared by C.C. Lindsay, Quebec Land Surveyor, dated June 20, 1966 and deposited at the said Registry Office, produced herewith as Petitioner's Exhibit P-4, the said lots Nos. 2 and 3 have been resubdivided so that they are now designated as Lots Nos. 2-2 and 3-65 of said Range 1.

10.- That according to the descriptions in the

Book of Reference accompanying the Cadastral Plan for the Township of Steke for both Lots Nos. 2-2 and 3-05 the said lots include those parts of the said Lots Nos. 2 and 3 which formed part of the said old Road.

11.- That since the old Road described in Paragraph 5 hereof was abandoned prior to the coming into existence of the said Lots Nos. 2 and 3 on February 10, 1900, the said old Road in virtue of Article 467 of the Municipal Code has, de jure, returned to the lots from which it had been detached.

12.- That since your Petitioner and its auteurs acquired the immovable properties described in Paragraph 2 hereof under a translatory title and more particularly since your Petitioner and its auteurs acquired the said properties in virtue of the Deed of Sale executed on March 18, 1950, between Brompton Pulp & Paper Company Limited and the City of Sherbrooke, produced herewith as Petitioner's Exhibit F-3, and have enjoyed effective possession in virtue of such title during more than ten years your Petitioner has prescribed the ownership thereof.

13.- That since your Petitioner and its auteurs have been in possession of the immovable properties described in Paragraph 2 hereof in good faith and as proprietor for more than thirty years and since this possession has been continuous, uninterrupted, peaceable, public, and unequivocal, your Petitioner has prescribed the ownership thereof.

14.- That your Petitioner is entered on the Tax Assessment Roll of the Municipality of Bromptonville as the registered owner of the properties hereinabove described in Paragraph 2.

15.- That there are no persons other than your Petitioner and the Mis-en-cause who have any interest in the immovable properties described in Paragraph 2 hereof.

CONSIDERING that Petitioner has established the essential allegations of its petition;

CONSIDERING that Petitioner's Petition is well founded;

THEREFORE:-

THE COURT DOETH GRANT Petitioner's Petition;

BOTH DECLINE the Petitioner, KRUGER PULP & PAPER LIMITED, the absolute owner with good and marketable title of the immovable properties described in Paragraph 5 hereof, which properties form part of Lots Nos. 2-2 and

26/11/50

3-85 of Range 1 of the Township of Stokes which are described as follows:

Lot No. 2-2 Irregular figure.

Bounded in front towards the North-East by an unsubdivided part of Lot No. 2 being the Public Highway No. 5 between Windsor and Sherbrooke; in rear towards the South-West and West by the St. Francis River; on one side towards the North-West by part of Lot No. 1-C; and on the other side towards the South-East by Lot No. 3-85.

Measuring eighteen hundred and one feet (1801.0') along the Public Highway No. 5 by a depth of sixteen hundred and fifty feet (1650.0') more or less on its Southeasterly side and eighteen hundred and eight feet (1808.0') more or less on its Northwesterly side.

Containing seventy-one acres and two-tenths of an acre in superficies, English measure and more or less.

This area includes that part of Lot No. 2 which is now an abandoned Road.

Lot. No. 3-55

Irregular figure.

Bounded in front towards the North-East partly by an unsubdivided part of Lot No. 3 being the public Highway No. 5 between Windsor and Sherbrooke, and partly by Lot No. 3-2, being Pleasant Street; in rear towards the South-West, South, South-East and South-West by the St. Francis River; on one side towards the North-West by Lot No. 2-2; and on the other side towards the South-East by part of Lot No. 3-54, Lots Nos. 3-39, 3-22 and 3-3, forming part of First Street, and by Lot No. 3-53, being Drompton Avenue, Lot No. 3-38, being Maple Street, Lot No. 3-21, being Oak Street, and Lot No. 3-2, being Pleasant Street, and also by an unsubdivided part of Lot No. 4.

Measuring eleven hundred feet (1100.0') along the Public Highway No. 5; nine hundred and forty-two feet and five-tenths of a foot (942.5') on that part of its Southeasterly side which is adjacent to First Street, Drompton Avenue, Maple Oak and Pleasant Streets; eight hundred and eighty-one feet and eighty-six hundredths of a foot (881.86') on that other part of its Northeasterly boundary which is adjacent to Pleasant Street; two hundred and ten feet (210.0') more or less upon that other

part of its Southeasterly boundary which is adjacent to part of Lot No. 4; and sixteen hundred and fifty feet (1,650. 0') more or less on its Northwesterly side.

Containing thirty-five acres and six-tenths of an acre in superficies, English Measure, and more or less.

This area includes that part of Lot No. 3 which is now an abandoned Road.

BOTH DECLARE that the parts of said Lots Nos. 2 and 3 which formed part of the above mentioned old Road have always been part of said lots and have been owned by the said Richmond Pulp & Paper Company of Canada Limited when the immovable properties described in Paragraph 2 hereof were purchased by Petitioner from said Richmond Pulp & Paper Company of Canada Limited on March 11, 1965;

DOTE DISPENSE the Petitioner with the service of the present motion upon any person except the parties *lis-en-cause*;

BOTH ORDER the Registrar of the Registration Division of Richmond, upon registration in his office of a copy of the present judgment, to register the said judgment against the Index to the subdivision lots belonging to the Petitioner hereinabove described in order that the same may avail as evidence that the said lots belong to the Petitioner in absolute ownership.

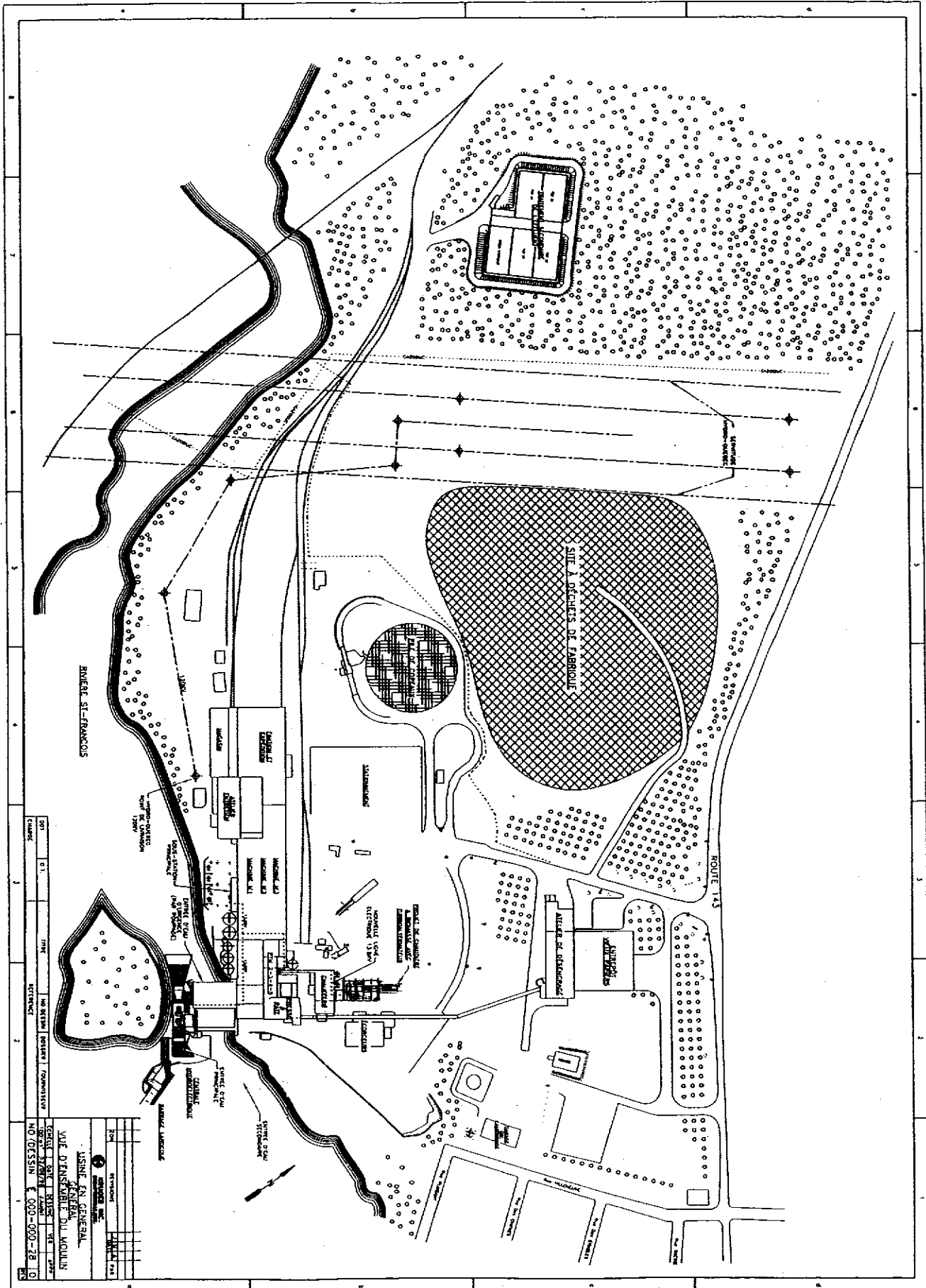
(signé) GASTON DESMARAIS

J.S.C.

TRUE COPY

*Thirice Gladu*

DEPUTY PROTHONOTARY.

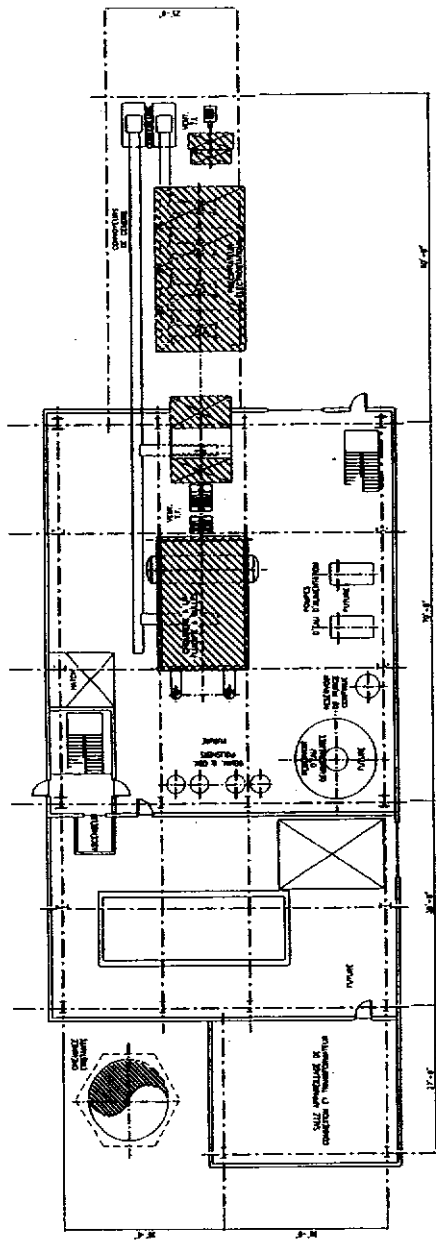
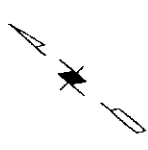


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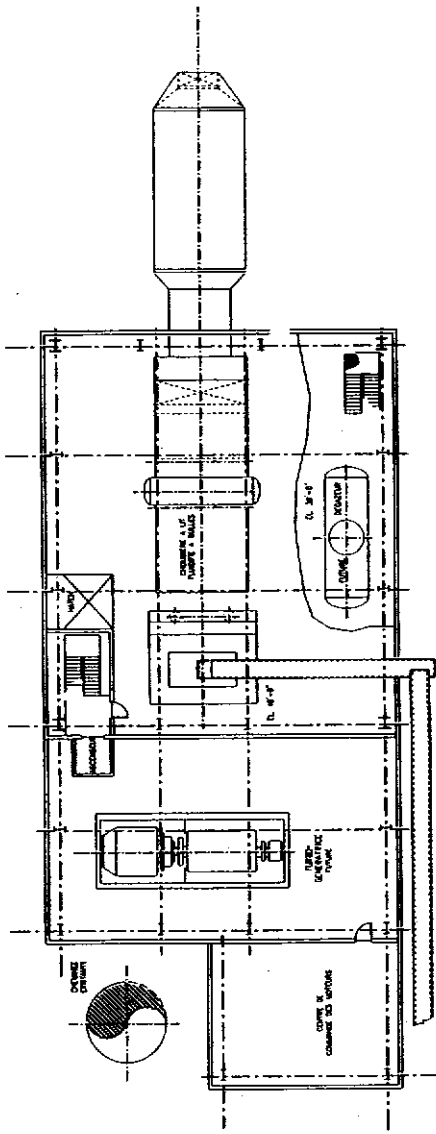
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PLAN CL 484-0



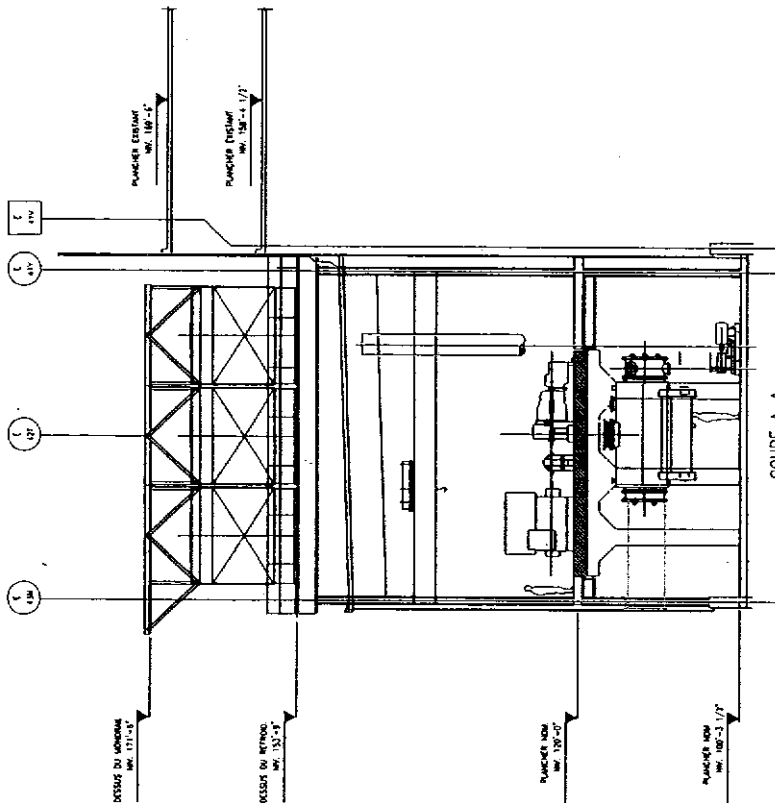
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NO. 1	NO. 2	NO. 3	NO. 4	NO. 5	NO. 6	NO. 7	NO. 8	NO. 9	NO. 10
DATE	BY	CHECKED	APPROVED	REVISION	DATE	BY	CHECKED	APPROVED	REVISION
ENGINEER: <b>BRUNER, INC.</b> ARCHITECT: <b>FRANK R. HARRIS</b> CONSULTING: <b>CHANDLER &amp; HENSON</b> PLANS									
PROJECT: <b>1600-0030</b> SHEET: <b>100</b> TOTAL SHEETS: <b>100</b>									
DRAWN BY: <b>W. H. HARRIS</b> CHECKED BY: <b>W. H. HARRIS</b> APPROVED BY: <b>W. H. HARRIS</b>									
NO. DESIGN: <b>NO. DESIGN</b>									

E-298-231

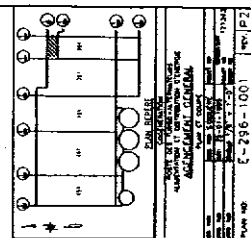
# AGENCEMENT GENERAL

1/24/74-8



COUPE A-A

PRELIMINAIRE



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INTERNATIONAL

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PROJET: AGENCEMENT GENERAL  
CLIENT: [illegible]  
DATE: 1/24/74  
E-298-1001  
PAGE 2

