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DM3

Projet de restauration de la berge bordant le site  
d'une ancienne usine de ferromanganèse à  
Beauharnois

Annexe1

6211-02-027

DEED OF SALE ENTERED INTO IN TORONTO,  
ONTARIO, THIS 26th DAY OF JULY,  
NINETEEN HUNDRED AND EIGHTY FOUR

## BETWEEN:

UNION CARBIDE CANADA LIMITED, a corporation duly incorporated, having its office in the City of Toronto, Province of Ontario, herein acting and represented by A.I. Hainy and G.E. Playford, its Senior Vice-President and Treasurer hereunto duly authorized in virtue of a resolution of its Board of Directors adopted on July 20 ~~1984~~ <sup>By Law Number</sup> a certified copy of ~~said resolution~~ <sup>an excerpt of said By-Law Number</sup> remains hereto annexed.

Being hereinafter called the "Vendor".

## AND:

ELKEM METAL CANADA INC., a corporation duly incorporated, having its head office in the City of Montreal, Province of Québec, herein acting and represented by Jan P. Ramsay, its Vice-President hereunto duly authorized in virtue of a resolution of its Board of Directors adopted on July 26, 1984, certified copy of said resolution remains hereto annexed.

Hereinafter called the "Purchaser".

THE VENDOR HEREBY SELLS AND CONVEYS with legal warranty, free and clear of all privileges and hypothecs, TO THE PURCHASER, hereto present and accepting, the following immoveable property, to wit:

DESCRIPTION

Parts of Lots FIVE HUNDRED AND FIFTY SIX and FIVE HUNDRED AND SIXTY-TWO (556 and 562) of the City of Beauharnois, Registration Division of Beauharnois,



1015270578

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Division d'enregistrement - BEAUHARNOIS

Je certifie que ce document a été enregistré

Ce 84-07-30 - 13 30  
année mois jour heure minute

sous le numéro

197435

Registreur

- 2 -

12-115

2-268

2-269

P North-east and North lines

two hundred and twenty-

eight feet and ninety-five

hundredths of a foot (228.95')

eighty-nine feet and forty-

eight hundredths of a foot

(89.48'), one hundred and

seven feet and seven

hundredths of a foot (107.07')

fifty-eight feet and twenty-

eight hundredths of a foot

(58.28'), forty-seven feet and

eighty-two hundredths of a

foot (47.82'), twenty-two

feet and seventy-one hundred-

ths of a foot (22.71'), forty-

one feet and fifty hundredths

of a foot (41.50'), twenty-

feet and ninety-seven

hundredths of a foot (20.92'),

ninety-seven feet and seventy

hundredths of a foot (99.70'),

one hundred and ninety-two

feet and sixty-five hundredths

of a foot (192.65') and three

hundred and ninety-two feet and forty-six hundredths of a foot (392.46') giving a total of

one thousand two hundred and ninety-nine feet and fifty-nine hundredths of a

foot (1299.59'), in the

parts of Lots TWO HUNDRED AND SIXTY-SEVEN, TWO HUNDRED AND SIXTY-EIGHT and TWO HUNDRED AND SIXTY-NINE (Pt. Lots 267, 268 and 269) of the Parish of St-Clément, Registration Division of Beauharnois; and Bloc ONE (1) of the Parish of St-Clément, Registration Division of Beauharnois, all such parts of Lots being more particularly described below:

a) That said part of Lot FIVE HUNDRED AND SIXTY-SIX (Pt. Lot 556) is of irregular figure and is bounded towards the North by Rue Saint-Laurent (without cadastral number) Highway 132, Ministry of Transport, property of the Province of Quebec, towards the South-east by part of Lot 556 (private road), towards the South-west and the South by Lot 556-248, toward the West by part of Lot 267 upon the official cadastre of the Parish of St-Clément, Municipality of the Village of Melocheville; measuring in the North lines one thousand and twenty-five feet (1,025.0') and eight hundred and forty-five feet and seven tenths of a foot (845.7'), in the South-east lines six hundred and forty-two feet and twenty-five hundredths of a foot (642.25') [Title: six hundred and forty feet (640.0')] and one hundred and forty-two feet and eight tenths of a foot (142.8'), in the South-west line five hundred and seventy feet and seven tenths of a foot (570.7'), in the South line nine hundred and forty-seven feet and four tenths of a foot (947.4') [Title: nine hundred and forty-nine feet and three tenths of a foot (949.3')] and in the West line five hundred and thirty-eight feet and thirty-two hundredths of a foot (538.32') [Title: five hundred and thirty-eight feet and one tenth of a foot (538.1')]. Containing an area of nine hundred and eighty-four thousand three hundred and thirty square feet (984 330 sq.ft.);

b) That said part of Lot FIVE HUNDRED AND SIXTY-TWO (Pt. Lot 562) is of irregular figure and is bounded towards the North-east and the North by Saint-Louis Lake (Saint Lawrence River) towards the East by part of Lot 562, towards the South by part of Lot 562 property of the Province of Quebec, Ministry of Transport - Highway 132 (Rue Saint-Laurent), towards the West by part of Lot 268 upon the official cadastre of the Parish of St-Clément, Municipality of the Village of Melocheville; measuring in the East line five hundred and twenty feet

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② North-west lines fifty-six feet and sixty-six hundredths of a foot (56.66'), twenty-five feet and four tenths of a foot (25.4'), one hundred one ten feet and fifteen hundredths of a foot (110.15'), eighty-five feet and twenty-six hundredths of a foot (85.26'), ninety-four feet and sixty hundredths of a foot (94.60'), thirty-eight feet and eighty-five hundredths of a foot (38.85'), thirty-four feet and forty hundredths of a foot (34.40'), one hundred and four feet and ninety-eight hundredths of a foot (104.98') and one hundred and six feet and twenty-nine hundredths of a foot (106.29') giving a total of six hundred and fifty-six feet and fifty-nine hundredths of a foot (656.59'), in the

and seven tenths of a foot (520.7'), in the South lines seventy-eight feet and eighty-five hundredths of a foot (78.85') and nine hundred and twenty-six feet and three tenths of a foot (926.3') and in the West line nine hundred and fifty-two feet (952.0'). Containing an area of seven hundred and thirty-five thousand six hundred and five square feet (735 605 sq. ft.);

c) That said part of Lot TWO HUNDRED AND SIXTY SEVEN (Pt. Lot 267) is of trapezoidal figure and is bounded towards the East by part of Lot 556 upon the official cadastre of the Town of Beauharnois, Municipality of the City of Beauharnois, towards the South by Lot 267-1, towards the West by Lot 267-1 and part of Lot 267, towards the North by Rue Saint-Laurent (without cadastral number) Highway 132, property of the Province of Quebec, Ministry of Transport; measuring in the East line five hundred and thirty-eight feet and thirty-two hundredths of a foot (538.32') [Title: five hundred and thirty-eight feet and one tenth of a foot (538.1')], in the South line four hundred and fifty feet and four tenths of a foot (450.4'), in the West line five hundred and thirty-two feet and seven tenths of a foot (532.7') and in the North line three hundred and seventy-two feet and eight tenths of a foot (372.8'). Containing an area of two hundred and nineteen thousand two hundred and fifty-nine square feet (219 259 sq.ft.);

d) Part of that said part of Lot TWO HUNDRED AND SIXTY- EIGHT (Pt. Lot 268) is of irregular figure and is bounded towards the North-west by Saint Louis Lake (Saint Lawrence River), towards the East by part of Lot 562, towards the South by part of Lot 268 Rue Saint-Laurent, property of the Province of Quebec, Ministry of Transport - Highway 132, towards the West by another part of part of Lot 268, towards the South-west by another part of part of Lot 268 and by Bloc 1; measuring in the East line nine hundred and fifty-two feet (952.0'), in the South line two hundred and ninety-one feet and thirty-five hundredths of a foot (291.35'), in the West line two hundred and ninety-one feet and forty-seven hundredths of a foot (291.47') [Title: two hundred and ninety feet and eighty-five hundredths of a foot (290.85')] and in the South-west line five hundred and seventy-five feet (575.0'). Containing an area of three hundred and

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forty-four thousand five hundred and thirteen square feet (344 513 sq.ft.);

e) Part of that said part of Lot TWO HUNDRED AND SIXTY EIGHT (Pt. Lot 268) is of irregular figure and is bounded towards the North-east and the East by another part of part of Lot 268, towards the South by part of Lot 268 Rue Saint-Laurent, property of the Province of Quebec, Ministry of Transport - Highway 132, towards the West by part of Lot 269 and towards the North-west by Bloc 1; measuring in the North-east line five hundred and sixty-seven feet and eighteen hundredths of a foot (567.18'), in the East line two hundred and ninety-one feet and forty-seven hundredths of a foot (291.47') [Title: two hundred and ninety feet and eighty-five hundredths of a foot (290.85')], in the South line two hundred and ninety-six feet and three tenths of a foot (296.3'), in the West line six hundred and twenty-seven feet (627.0') and in the North-west lines nineteen feet (19.0') and one hundred and fifteen feet and one tenth of a foot (115.1'). Containing an area of two hundred and forty-eight thousand five hundred and eighty-eight square feet (248 588 sq.ft.);

f) That said part of Lot TWO HUNDRED AND SIXTY-NINE (Pt. Lot 269) is of irregular figure and is bounded towards the East by part of Lot 268, towards the South by part of Lot 269 Rue Saint-Laurent, property of the Province of Quebec, Ministry of Transport - Highway 132, towards the West by part of Lot 272, towards the North-west by Saint-Louis Lake (Saint Lawrence River) and by Bloc 1; measuring in the East line six hundred and twenty-seven feet (627.0'), in the South line five hundred and fifty-seven feet (557.0'), in the West line three hundred and fifty-seven feet (357.0') and in the North-west lines two hundred and eighty-eight feet and sixty-six hundredths of a foot (288.66'), sixty feet (60.0'), sixty feet (60.0'), and one hundred and eighty-nine feet (189.0'). Containing an area of two hundred and eighty thousand five hundred and fifteen square feet (280 515 sq.ft.);

g) That the said Bloc ONE (1) is of irregular figure and is bounded towards the North-west by Saint-Louis Lake (Saint-Lawrence River), towards

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the North-east by St-Louis Lake (Saint-Lawrence River) and by part of Lot 268, towards the South-east by part of Lots 268 and 269; measuring in the North-west lines one hundred and three feet and eighty-eight hundredths of a foot (103.88'), one hundred and five feet and forty-six hundredths of a foot (105.46'), thirty feet and eight tenths of a foot (30.8'), one hundred and eleven feet and twenty-three hundredths of a foot (111.23') and seventy-six feet and twenty-seven hundredths of a foot (76.27'), in the North-east line one hundred and seventeen feet and fifty hundredths of a foot (117.50') and in the South-east lines one hundred and fifteen feet and one tenth of a foot (115.1'), two hundred and eight feet (208.0'), sixty feet (60.0') and forty-two feet and eighty-six hundredths of a foot (42.86'). Containing an area of forty-five thousand nine hundred and fifty-eight square feet (45 958 sq.ft).

As shown on the Plan and accompanying Certificate of Location prepared by Jacques Kieffer, Quebec Land Surveyor, dated February 27, 1981 and bearing his minute number A-7520.

With any and all buildings erected thereon and as the said property now subsists with all its rights, members and appurtenances, the whole without exception or reserve of any kind on the part of the Vendor.

#### T I T L E

The Vendor acquired parts of Lots 556 and 562, City of Beauharnois and parts of Lots 267 and 268, Parish of St-Clément, Registration Division of Beauharnois, from St.Lawrence Alloys & Metals Limited in virtue of a Deed of Sale executed before Mtre Emile Massicotte, Notary, on the 11th day of February, 1955, and duly registered at the Beauharnois Registry Office under number 90678.

The Vendor acquired parts of Lots 268 and 269, Parish of St-Clément and Bloc 1, Parish of St-Clément, Registration Division of Beauharnois, from Hydro-Québec in virtue of a Deed of Sale executed before Mtre Charles A. Hamelin, Notary, on

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the 21st day of September, 1978, and duly registered at the Beauharnois Registry Office under number 170054.

#### P O S S E S S I O N

The Purchaser shall be the absolute owner of the said property from the date hereof with immediate legal possession and vacant occupancy.

#### VENDOR'S DECLARATIONS

The Vendor declares and covenants:

1. That the said property is free and clear of all privileges, hypothecs, homologation lines, ~~servitudes and encumbrances whatsoever~~, and the property is owned by it by good and marketable title.
2. That the said property is free and clear from all seigniorial rights, same having been duly commuted and the price of commutation having been paid;
3. That all taxes, rates and assessments imposed on the said property have been paid, that no such taxes, etc., have been paid with subrogation in favour of any third party nor consolidated and that there are no Roman Catholic Church assessments affecting the said property.
4. That it is not a non-resident of Canada within the meaning of the Income Tax Act (Canada) and that this declaration is made by the Vendor with the same force and effect as if made under oath by virtue of the Canada Evidence Act.
5. That it has not received any notice from the minister of Cultural Affairs that the property is recognized or classified as cultural property or is in the protected area of a classified property under the Cultural Property Act (Quebec).

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- GR H Jm
6. ~~That the sale of the property does not constitute a sale of a Canadian Business Enterprise within the meaning of the Foreign Investment Review Act (Canada) or any amendment thereto.~~ Jm
  7. That the property was acquired by it for its occupation and the prosecution of its business. Jm
  8. That the property is not situated in a reserved area or an agricultural zone within the meaning of the Act to preserve Agricultural Land (Quebec).
  9. That it is a valid and subsisting Corporation.

#### CONDITIONS

The present Sale is made subject to the following conditions which the Purchaser binds and obliges itself to respect and fulfill, namely:

1. To pay the costs of these presents and of their registration and one copy for the Vendor;
2. To pay all taxes, rates and assessments imposed on the said property from the date hereof and all installments in capital and interest becoming due on and after the date hereof of all special assessments affecting the property, payment whereof is permitted to be made by installments.
3. Not to call upon the Vendor to furnish any title deeds nor certificates of search other than those in his possession.

#### PRICE

The present Sale is thus made for the price or sum of \$10,685,152.00

which the Vendor acknowledges to have received from the Purchaser, whereof quit in full.

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ADJUSTMENTS

The Parties hereto acknowledge to have made to their mutual satisfaction adjustment of taxes, etc., as of the date hereof.

STATEMENTS RELATIVE TO THE ACT .  
AUTHORIZING MUNICIPALITIES TO  
COLLECT DUTIES ON THE TRANSFERS  
OF IMMOVEABLES

A. NAME OF TRANSFEROR

UNION CARBIDE CANADA LIMITED

B. NAME OF TRANSFEREE

ELKEM METAL CANADA INC.

C. ADDRESS OF THE PRINCIPAL RESIDENCE OF THE  
TRANSFEROR123 Eglinton Avenue East  
Toronto, Ontario, M4P 1J3D. ADDRESS OF THE PRINCIPAL RESIDENCE OF THE  
TRANSFEREE1155 Dorchester Blvd West  
Suite 3900  
Montréal, Québec, H3B 3V2E. The names of the municipalities in which the  
immoveable is situated are the City of  
Beauharnois and the Municipality of the  
Village of Melocheville.F. VALUE OF CONSIDERATION

The value of the consideration is as herein-  
above set forth under the heading "Price",  
namely: \$10,585,152.

*[Handwritten signature]*  
*[Handwritten initials]*

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G. The amount of the transfer duties, if any, is  
\$63,360.92

AND THE PARTIES HERETO HAVE SIGNED:

UNION CARBIDE CANADA  
LIMITEDE. P. Brown  
WitnessL. S. Daut  
Witnessper: [Signature]  
Senior Vice President  
[Signature]  
Treasurer

ELKEM METAL CANADA INC.

[Signature]  
WitnessA. M. Lawrence White  
Witnessper: [Signature]  
VICE-PRESIDENT

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A F F I D A V I T

I, the undersigned LORI S. DART  
domiciled  
and residing at 9 SARAH JANE CT  
in the City of MARKHAM  
Province of ONTARIO being duly  
sworn, do depose and say:

1. THAT I am one of the subscribing  
witnesses to the signature of the Vendor to the  
foregoing Deed of Sale between UNION CARBIDE CANADA  
LIMITED, represented by A.I. HANGY & G.E. PLAYFORD  
as Vendor, and ELKEM METAL CANADA  
INC., represented by Jan P. Rousseau  
as Purchaser.

2. THAT the said Deed of Sale was signed by  
the Vendor in my presence and in the presence of  
E.P. BOURNS., the other  
witness.

AND I HAVE SIGNED,

L S Dart

SWORN TO before me at the )  
City of Toronto )  
Province of Ontario, this )  
25<sup>th</sup> day of July, 1984. )

[Signature]  
Notary Public  
in and for the Province  
of Ontario.

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A F F I D A V I T

I, the undersigned E.N. Lawrence  
Whitby domiciled  
and residing at 81 Rotary Drive  
in the City of Scarborough  
, Province of Ontario being duly  
sworn, do depose and say:

1. THAT I am one of the subscribing  
witnesses to the signature of the Purchaser to the  
foregoing Deed of Sale between UNION CARBIDE CANADA  
LIMITED, represented by A.I. Hainey and G.E. Playford  
as Vendor, and ELKEM METAL CANADA  
INC., represented by Jon P. Rousseau  
as Purchaser.

2. THAT the said Deed of Sale was signed by  
the Purchaser in my presence and in the presence of  
Rosa M. Mize, the other witness.

AND I HAVE SIGNED,

E.N. Lawrence Whitby

SWORN TO before me at the )  
City of Toronto )  
Province of Ontario, this )  
26th day of July, 1984. )

[Signature]  
Notary Public in and for  
the Province of Ontario.

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