Emphytéose supplémentaire – 20 août 1931

Terme: 22 juin 1928 au 22 juin 2013
14, La Tuque le 11 juillet 1932

IN THE YEAR ONE THOUSAND NINE HUNDRED AND THIRTY-ONE, on this twentieth day of the month of August.

Before Me EDOUARD BIRON, the undersigned, Notary Public in and for the province of Quebec, residing in the City of Westmount, and practising in the City of Montreal.

CAME AND APPEARED.-

The Honourable HONORE MERCIER, advocate, one of His Majesty's Counsel, residing in the City of Quebec, Province of Quebec, hereinacting in his quality of Minister of Lands and Forests of said Province, and for and in the name of the Government of the said Province duly authorized to the purposes hereof by and in virtue of an Order-in-Council dated at Quebec, on the thirteenth day of the month of August instant (1931) and approved by the Lieutenant-Governor on the following day; a copy whereof, duly certified, has remained annexed to the original hereof, after having been signed, NE VARIETUR, by the parties hereto, with and in the presence of the undersigned Notary;

Hereinafter named the "LESSOR"

PARTY OF THE FIRST PART.

A N D

THE SHAWINIGAN WATER AND POWER COMPANY, a corporation duly constituted by the Quebec Government,- (fifteenth day of January eighteen hundred and ninety-eight, and amendments)- having its head office in the City of Montreal, hereinacting and represented by JULIAN C. SMITH, Esquire, Vice-President and JAMES WILSON, Esquire, secretary, both duly authorized to the purposes hereof by and in virtue of a resolution of the Board of Directors of the said corporation adopted at a meeting held

held at Montreal, on the sixteenth day of the month of July last, (1931), a copy whereof, duly certified has remained annexed to the original hereof, after having been signed, NE VARIETUR, by the parties hereto, with and in the presence of the undersigned Notary.———

——— Hereinafter named the "LESSEE" ———

——— PARTY OF THE SECOND PART. ———

——— WHICH, said parties, acting as aforesaid, have declared, covenanted and agreed as follows:-———

——— WHEREAS under an Emphyteutic Lease, executed before Me EDOUARD BIRON, Notary at Montreal, the twenty-second day of June nineteen hundred and twenty-eight, THE SHAWINIGAN WATER AND POWER COMPANY was granted all the rights of the Province of Quebec in and to certain water-powers on the Upper St-Maurice River, above La Tuque; and ———

——— WHEREAS THE SHAWINIGAN WATER AND POWER COMPANY under the terms of the above cited lease, is presently developing a two hundred thousand horse-power (200,000 H.P.) water-power site at Rapide Blanc, in accordance with plans, duly approved of under the terms of the Water-Course Act by an Order-in-Council dated the sixteenth day of the month of April nineteen hundred and thirty, and also in accordance with an Order of the Public Service Commission dated the third day of the month of June nineteen hundred and thirty; and

——— WHEREAS Clause nine (9) of the above cited Emphyteutic Lease of the twenty-second day of June nineteen hundred and twenty-eight requires that as soon as seventy-five per cent (75%) of the primary power of the first development has been contracted for, construction operations shall be commenced in connection with the second development and similarly with other developments contemplated by this concession; and ———

WHEREAS THE SHAWINIGAN WATER AND POWER COMPANY and THE BROWN CORPORATION have indicated a willingness to co-operate in the early completion of the development of the power site owned by THE BROWN CORPORATION at La Tuque involving an installation of over one hundred and fifty thousand horse-power (150,000 H.P.) at a capital cost of between TEN MILLION DOLLARS ($10,000,000.00) and TWELVE MILLION DOLLARS ($12,000,000.00); and

WHEREAS power from La Tuque development can only be disposed of in the same market as power from the power sites leased to THE SHAWINIGAN WATER AND POWER COMPANY, it is not commercially feasible to have two large hydro-electric undertakings in the Upper St-Maurice River carried on simultaneously; and

WHEREAS THE SHAWINIGAN WATER AND POWER COMPANY is prepared to co-operate with THE BROWN CORPORATION to start the La Tuque development as soon as seventy-five per cent (75%) of the possible output from the Rapide Blanc development is satisfactorily disposed of; and

WHEREAS THE SHAWINIGAN WATER AND POWER COMPANY is prepared as soon as seventy-five per cent (75%) of the primary power of La Tuque development has been contracted for, as firm power, to resume the basic obligation of its Upper St-Maurice River agreement of the twenty-second day of June nineteen hundred and twenty-eight, namely: to commence each successive development as soon as seventy-five per cent (75%) of the primary power of the previous one has been contracted for as firm power (or sooner if ordered to do so by the Lieutenant-Governor-in-Council as a measure in the general public interest) until all of the power concentrations feasible of development have been completed in general

general accordance with the construction programme as approved by the Order-in-Council dated the seventeenth day of the month of January nineteen hundred and thirty; and

WHEREAS it is desirable to prevent over-production of power; to promote co-ordinated development and use of the power resources of the St-Maurice River; to assure an early improvement in general conditions in the whole St-Maurice Valley and to give an impetus to business in and around La Tuque; and

WHEREAS the substitution of La Tuque development for the second development on the Upper St-Maurice, as aforesaid, makes it expedient and desirable to modify Articles one and six (1 and 6) of the aforesaid Emphyteutic Lease of the twenty-second day of June nineteen hundred and twenty-eight;

THEREFORE the appearers hereto, being respectively the LESSOR and the LESSEE in the aforesaid Emphyteutic Lease executed before Me EDOUARD BIRON, the undersigned Notary on the twenty-second day of the month of June nineteen hundred and twenty-eight, do hereby enter into a supplementary agreement amending the aforesaid Emphyteutic Lease of the twenty-second day of June nineteen hundred and twenty-eight, as follows:-

The parties do hereby agree that articles one, six and nine (1, 6 and 9) of the Emphyteutic Lease executed before Me EDOUARD BIRON, the undersigned Notary, on the twenty-second day of June nineteen hundred and twenty-eight, under No 15036 of his repertory, are hereby cancelled and declared void and null and are replaced by the following articles which shall be considered as being part of the aforesaid Emphyteutic Lease the same as if they were inserted therein;

ARTICLE

ARTICLE I.-

The present Emphyteutic Lease is granted for a term of eighty-five (85) years to be computed from the twenty-second day of the month of June nineteen hundred and twenty-eight, and to end on the twenty-second day of the month of June in the year two thousand and thirteen (2013);

ARTICLE 6.-

The Bonds of the Province of Quebec to the face value of FIVE HUNDRED THOUSAND DOLLARS ($500,000.00) which are on deposit with the Department of Lands and Forests as a guarantee for the fulfilment of the contract conditions of the Emphyteutic Lease of the twenty-second day of June nineteen hundred and twenty-eight shall be returned to the LESSEE as follows:-

(a) Twenty-five per cent (25%) when the first unit of the Rapide Blanc Development has been brought into satisfactory operation.

(b) Twenty-five per cent (25%) when the first unit of a development at La Tuque has been brought into satisfactory operation.

(c) Twenty-five per cent (25%) when a second development contemplated by the Lease of the twenty-second day of the month of June nineteen hundred and twenty-eight has been brought into satisfactory operation.

(d) The balance when the LESSOR is satisfied that similar substantial progress has been made with a third development contemplated by the said lease.

All interest on the Bonds so deposited shall be paid to the LESSEE during the time such bonds remain on deposit.

ARTICLE

ARTICLE 9.-

(a).-The LESSEE shall develop one hundred thousand horse power (100,000 H.P.) at the Rapide Blanc power site by the first day of January nineteen hundred and thirty-three (1933), expending at least FIFTEEN MILLION DOLLARS ($15,000,000.00) in connection therewith including transmission lines by the first day of the month of January nineteen hundred and thirty-four (1934);

(b).-As soon as seventy-five per cent (75%) of the primary power of the Rapide Blanc development has been contracted for as firm power, the LESSEE shall cause construction operations to commence for a development at La Tuque power site on the St-Maurice River in accordance with plans to be submitted for approval under the Water-Couse Act, not later than the first day of the month of January nineteen hundred and thirty-four (1934);

(c).-As soon as seventy-five per cent (75%) of the primary power of La Tuque development has been contracted for as firm power, or sooner if the Lieutenant-Governor-in-Council should order it in the general public interest, the LESSEE shall resume the construction programme approved by Order of the Lieutenant-Governor-in-Council dated the seventeenth day of January nineteen hundred and thirty, by commencing actual construction operations at one of the undeveloped sites referred to therein.

(d).-The LESSEE shall commence actual construction operations at each of the remaining undeveloped power sites referred to in the Order-in-Council dated the seventeenth day of the month of January nineteen hundred and thirty, in sequence as soon as seventy-five per cent (75%) of the primary output of the previous one has been contracted for as firm power, or sooner

in the general public interest.

(e).-When any development or plant has been completed and put into operation, the LESSEE shall give written notice of the same to the LESSOR.

(f).-Should the LESSEE at any time fail to commence construction operations within twelve (12) months from the time it may be directed to do so by the Lieutenant-Governor-in-Council in the general public interest, in accordance with the provisions of (c) and (d) of this Article, the Lieutenant-Governor-in-Council may cancel the LESSEE'S rights to the power sites then undeveloped in the section of the St-Maurice River covered by this lease, and may dispose of such undeveloped sites as he may deem desirable.

(g).-Nothing in any agreement authorized by the Order-in-Council attached to the original hereto, shall be construed as affecting the rights and or the obligations of THE BROWN CORPORATION under:

1.- The agreement between the said BROWN CORPORATION and THE QUEBEC STREAMS COMMISSION, passed before Me LOUIS VERONNEAU, Notary, on the third day of the month of November nineteen hundred and fifteen; or

2.- The sale and Conveyance between THE ST-MAURICE CONSTRUCTION COMPANY and THE QUEBEC STREAMS COMMISSION, passed before Me CHARLES-EDMOND TASCHEREAU, Notary, on the sixteenth day of the month of July nineteen hundred and eighteen.

All and any other clauses contained in the aforesaid Emphyteutic Lease, and which are not expressly and directly modified hereto, shall continue to have their full force and effect.

And, in order to avoid any misinterpretation it is expressly agreed hereto that the three articles one, six and nine (1, 6 and 9) of this present supplementary

supplementary agreement shall be considered and interpreted as being part of the said Emphyteutic Lease of the twenty-second day of June nineteen hundred and twenty-eight, in place and stead of the three articles numbered one, six and nine (1, 6 and 9) of the said Emphyteutic Lease.

The LESSEE shall pay the notarial fees for the drawing up of the present supplementary agreement and furnish certified copies to the Honourable Minister of Lands and Forests of the Province of Quebec and to the Provincial Treasurer of said Province.

WHEREOF ACT:-

DONE AND PASSED in the said City of Montreal, on the date firstly above mentioned, under the number SIXTEEN THOUSAND AND TWENTY-EIGHT of the original deeds of the undersigned Notary.

And, after due reading hereof the parties have signed with and in the presence of the Notary.

(SIGNED) JULIAN C. SMITH, Vice-President,
(") JAS. WILSON, Secretary, (L.S.)
(") HONORE MERCIER,
(") EDOUARD BIRON, Notaire.

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

Edouard Biron Notaire

COPIE DU RAPPORT d'un Comité de l'Honorable Conseil Exécutif en date du 13 aou 1931, approuvé par le Lieutenant-Gouverneur le 14 aou 1931.

-----oooOooo-----

Concerning the Upper St-Maurice River.

-----oooOooo-----

2151.- The Honorable the Minister of Lands and Forests, in a memo dated the 13th., August, (1931), sets forth;

That under an Emphyteutic Lease dated the 22nd., June 1928, The Shawinigan Water & Power Company was granted all the rights of the Province of Quebec in and to certain water-powers on the Upper St. Maurice River, above La Tuque; and,

Whereas the Shawinigan Company , under the terms of this lease, is presently developing a 200,000 h.p. water-power site at Rapide Blanc, in accordance with plans, duly approved of under the terms of the Water-Course Act by an Order-in-Council dated the 16th., April, 1930, and also in accordance with an Order of the Public Service Commission dated June 3rd., 1930; and

Whereas Clause 9 of the said Agreement of June 22nd., 1928, requires that when 75% of the primary power of the first development has been contracted for, construction operations shall be commenced in connection with the second development and similarly with other developments contemplated by this concession;and

Whereas the Shawinigan Company and the Brown Corporation have indicated a willingness to cooperate in the early completion of the development of the power site owned by Brown Corporation at La Tuque involving an installation of, over 150,000 h.p. at a capital cost of between $10,000,000.00 and $12,000,000.00;

and

Whereas power from La Tuque development can only be disposed of in the same market as power from the power sites leased to the Shawinigan Company, it is not commercially feasible to have two large hydro-electric undertakings in the Upper St.Maurice carried on simultaneously; and

Whereas the Shawinigan Company is prepared to co-operate with the Brown Corporation to start the La Tuque development as soon as 75% of the possible output from the Rapide Blanc development is satisfactorily disposed of; and,

Whereas the Shawinigan Company is prepared as soon as 75% of the primary power of La Tuque development has been contracted for, as firm power, to resume the basic obligation of its Upper St.Maurice agreement of June 22nd., 1928; namely: To commence each successive development as soon as 75% of the primary power of the previous one has been contracted for, as firm power, (or sooner if ordered to do so by the Lieutenant-Governor-in-Council as a measure in the general public interest) until all of the power concentrations feasible of development have been completed in general accordance with the construction programme as approved by the Order-in-Council dated 17th., of January, 1930; and,

Whereas it is desirable to prevent overproduction of power, to promote co-ordinated development and use of the power resources of the St.Maurice River, to assure an early improvement in general conditions in the whole St.Maurice Valley and to give an impetus to business in and around La Tuque; and;

Whereas the substitution of La Tuque development for the second development on the Upper St.Maurice as aforesaid, makes it expedient and desirable to modify Articles 1 and 6 of the emphyteutic lease of June 22nd.,

THEREFORE the Honorable the Minister is hereby authorized to enter into a supplementary agreement with the Shawinigan Water & Power Company amending the Emphyteutic Lease of the 22nd., June, 1928, and replacing articles 1, 6 and 9 of the Emphyteutic Lease by the following Articles;

Article 1.- The present Emphyteutic Lease is granted for a term of 85 years to be computed from the 22nd., day of the month of June 1928, and to end on the 22nd., day of June in the year 2013;

Article 6.- The Bonds of the Province of Quebec to the face value of $500,000.00 which are on deposit with the Department of Lands and Forests as a guarantee for the fulfilment of the contract conditions of the Emphyteutic Lease of the 22nd., June 1928, shall be returned to the Lessee as follows:

(a) 25% when the first unit of the Rapide Blanc Development has been brought into satisfactory operation.

(b) 25% when the first unit of a development at La Tuque has been brought into satisfactory operation.

(c) 25% when a second development contemplated by the Lease of the 22nd., June 1928, has been brought into satisfactory operation.

(d) The balance when the Lessor is satisfied that similar substantial progress has been made with a third development contemplated by the said Lease.

All interest on the Bonds so deposited shall be paid to the Lessee during the time such bonds remain on deposit.

Article 9.- (a) The Lessee shall develop 100,000 h.p. at the Rapide Blanc Power site by the 1st., January, 1933, expending at least $15,000,000.00 in connection therewith

therewith, including transmission line, by the 1st., January, 1934;

(b) As soon as 75% of the primary power of the Rapide Blanc development has been contracted for as firm power, the Lessee shall cause construction operation to commence for a development at La Tuque power site on the St-Maurice River in accordance with plans to be submitted for approval under the Water-Course Act, not later than the 1st., January, 1934;

(c) As soon as 75% of the primary power of La Tuque development has been contracted for as firm power, or sooner if the Lieutenant-Governor-in-Council should order it in the general public interest, the Lessee shall resume the construction programme approved by Order of the Lieutenant-Governor-in-Council dated the 17th ., January, 1930, by commencing actual construction operations at one of the undeveloped sites referred to therein.

(d) The Lessee shall commence actual construction operations at each of the remaining undeveloped power sites referred to in the Order-in-Council dated January 17th., 1930, in sequence as soon as 75% of the primary output of the previous one has been contracted for as firm power, or sooner of the Lieutenant-Governor-in-Council should order it in the general public interest.

(e) When any development or plant has been completed and put into operation, the Lessee shall give written notice of the same to the Lessor.

(f) Should the lessee at any time fail to commence construction operations within twelve (12) months from the time it may be directed to do so by the Lieutenant-Governor-in-Council in the general public interest, in accordance with the provisions of (c) and (d) of this Article, the Lieutenant-Governor-in-Council

may cancel the Lessee's rights to the Power sites then undeveloped in the section of the St.Maurice covered by this Lease, and may dispose of such undeveloped sites as he may deem desirable.

(g) Nothing in any agreement authorized by this Order-in-Council shall be construed as affecting the rights and or the obligations of the Brown Corporation under (a) the agreement between the said Brown Corporation and the Quebec Streams Commission, passed before Louis Véronneau, Notary Public, on the 3rd of November, 1915, or (b) under the Sale and Conveyance between the St-Maurice Construction Company and the Quebec Streams Commission, passed before Chs. Edmond Taschereau, Notary Public, on the 16th of July 1918.

CERTIFIE.

(Signé) A. MORISSET,

Greffier Conseil Executif.

Annexed to the original deed bearing the No 16028 of the repertory of Me EDOUARD BIRON, Notary at Montreal, after having been signed, NE VARIETUR, by the parties to said deed, with and in the presence of the Notary.

At Montreal, on this twentieth day of the month of August nineteen hundred and thirty-one.

L.S. (SIGNED) HONORE MERCIER,

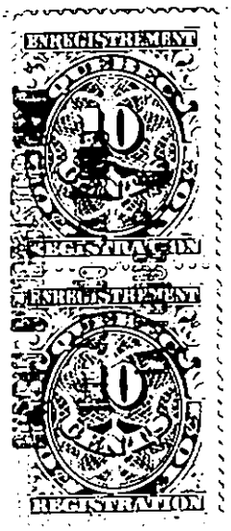
(") JULIAN C. SMITH, Vice-President,

(") JAS.. WILSON , Secretary,(L.S.)

(") EDOUARD BIRON, Notaire.

TRUE COPY.-

Edouard Biron Notaire



I undersigned W. Plante. Registrar. certify that a summary of this document known and designed as "Memorial" by The Shawinigan W. & P. Co. before Mr. Edward Biron. N.P. on July the 6th. 1932. under number 16335 has been registered under number Fourteen. the eleventh day of July. one thousand nine hundred and thirty-two. Registri Vol. I.

W. Lancelot Plante

Registrateur.

EXTRACT FROM THE MINUTES OF A MEETING OF THE DIRECTORS OF THE SHAWINIGAN WATER & POWER COMPANY HELD AT THE OFFICE OF THE COMPANY, 611 POWER BUILDING, MONTREAL, P.Q., on the 16th., DAY OF JULY, 1931, at 12.00 P.M.

Mr Smith explained that in connection with certain arrangements with the Brown Corporation regarding a joint development by The Brown Corporation and The Shawinigan Water & Power Co. of the La Tuque power site it would be necessary for the Shawinigan Company to enter into a supplementary agreement with the Provincial Government modifying certain articles of the Emphyteutic Lease of June 22nd.,1928 under the terms of which lease the Shawinigan Company is obligated to continuously carry on and to complete by a certain date the development of four of the Upper St. Maurice power sites. After explanation and consideration of a draft of the supplementary Agreement it was on motion duly made and seconded resolved that any one of the Vice-Presidents of the Company and the Secretary or the Assistant-Secretary acting together be and are hereby authorized to execute on behalf of this Company the supplementary Agreement with the Minister of Lands and Forests of the Province of Quebec.

Certified Copy.

(Signed) JAS. WILSON, (L.S.)
Secretary.

Annexed to the original deed bearing the No 16028 of the repertory of Me EDOUARD BIRON, Notary at Montreal, after having been signed, NE VARIETUR, by the parties to said deed, with and in the presence of the Notary.

At

At Montreal, on this twentieth day of the month of August nineteen hundred and thirty-one.

(SIGNED) HONORE MERCIER,

(") JULIAN C. SMITH, Vice-President,

(") JAS. WILSON, Secretary, (L.S.)

(") EDOUARD BIRON, Notaire.

TRUE COPY.-

Edouard Biron Notaire

EXTRACT FROM MINUTES OF A MEETING OF THE DIRECTORS OF THE SHAWINIGAN WATER AND POWER COMPANY, HELD IN THE ASSEMBLY ROOM OF THE ROYAL BANK OF CANADA, St-JAMES ST. WEST, MONTREAL, ON WEDNESDAY, FEBRUARY 11th, 1931, IMMEDIATELY AFTER ANNUAL GENERAL MEETING OF SHAREHOLDERS HELD AT 11 a.m.

- - - - - -

On motion duly made and seconded the following Officers were elected for the ensuing year.

J.E. Aldred	President
Julian C.Smith,C.E.,L.L.D.	Vice-President & Managing Director,
Howard Murray, O.B.E.	Vice-President,
W.S. Hart	Vice-President & Treasurer,
James Wilson	Secretary.

On motion duly made and seconded Mr H.G. Budden was appointed Assistant Treasurer, Mr. J.S. Riddile Assistant Secretary and Mr., P.S. Gregory Assistant General Manager.

Certified a true extract.

(Signed) JAS. WILSON, (L.S.)
Secretary.

Montreal, August 17, 1931.

Annexed to the original deed bearing the No 16028 of the repertory of Me EDOUARD BIRON, Notary at Montreal, after having been signed, NE VARIETUR, by the parties to said deed, with and in the presence of the Notary.

At Montreal, on this twentieth day of the month of August nineteen hundred and thirty-one.

(SIGNED) HONORE MERCIER,
(") JULIAN C. SMITH, Vice-President,
(") JAS. WILSON, Secretary, (L.S.)
(") EDOUARD BIRON, Notaire.

TRUE COPY.-

Edouard Biron Notaire

Copy

SUPPLEMENTARY AGREEMENT

between

The Honourable HONORE MERCIER
Minister of Lands and Forests
of the Province of Quebec

and

THE SHAWINIGAN WATER AND
POWER COMPANY.

RECORD OF

Me EDOUARD BIRON

OF THE LEGAL FIRM

Biron & Poirier,

Notaries

Date The 20th August 1931

No. 16028

3rd copy