

PAR COURRIEL

Le 12 janvier 2024

DEMANDEUR

N/Réf. : 202401-06

Objet : Demande d'accès à l'information

Maître,

Nous donnons suite à votre demande d'accès à l'information reçue le 4 janvier 2024.

La recherche a permis de repérer un document concernant votre demande qui vous est accessible. Vous le trouverez ci-joint.

Nous vous indiquons que vous pouvez demander à la Commission d'accès à l'information de réviser cette décision. Vous trouverez ci-joint une note explicative concernant l'exercice de ce recours.

Veuillez agréer, Maître, l'expression de nos sentiments les meilleurs.

La responsable substitut de l'accès à l'information,

Original signé par

Chantal Turgeon-Pelchat

p. j. : 2

ON THIS SEVENTH - - - DAY of the month of August,
in the year one thousand nine hundred and sixty-nine.

BEFORE Me JEAN PAUL DUPUY

the undersigned Notary, in and for the Province of Quebec, residing and practising in the City of Noranda, District of Rouyn-Noranda.

CAME AND APPEARED

NORANDA MINES LIMITED, a body politic and corporate, duly incorporated according to law, and having an office in the City of Noranda, Province of Quebec, hereinacting and represented by Mr. H.S. Bérubé,

being duly authorized for the purpose hereof by Resolution of the Directors of the Company, passed at a Meeting of the Board of Directors duly called and held, a copy of which Resolution, duly certified, is deposited with Me Frédéric Hébert,

identification by the said Dr. Achille Juneau and André Beau-séjour, with and in presence of the undersigned Notary.

Original signé

Notary, in an Acte de Depot under the notarial number 12274 - - - registered under number 7213 - - - ; the said Noranda Mines Limited being hereinafter called "THE LESSOR"; or-

Party of the First Part;

AND LA CORPORATION MUNICIPALE DE LA CITE DE NORANDA, hereinacting and represented by its Mayor, Dr. Achille Juneau and by its Secretary-Treasurer, Mr. André Beau-séjour, both hereunto duly authorized in virtue of a Resolution of the Municipal Council passed at a meeting held in the City of Noranda, on the twenty-sixth day of May, One thousand nine hundred and sixty-nine, whereof a certified copy has been annexed to the original hercof, after having been acknowledged to be true and signed for # hereinafter called "THE LESSEE" or

Party of the Second Part;

WHICH said Parties have agreed together as follows, that is to say:

The said Party of the First Part, the Lessor, has by these presents leased and conveyed by emphyteutic lease unto said Party of the Second Part, the Lessee, hereto present and accepting thereof, the immovable property hereinafter described to wit:

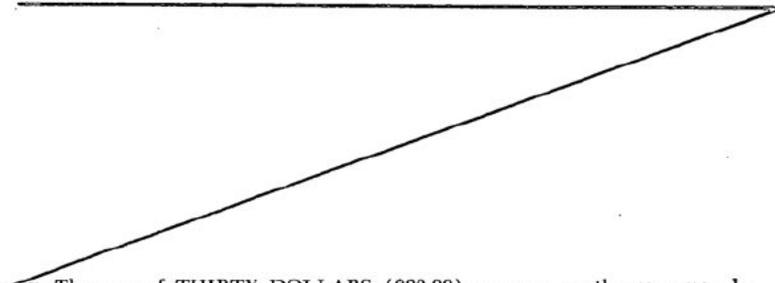
A certain parcel or parcels of land in the City of Noranda, in the said County of Rouyn-Noranda, known as Lot Number TWO THOUSAND TWO HUNDRED AND TWENTY-NINE (2229),

13806
No. _____
ENREGISTRE à 11/15 AM
AOUT 12 1969
Original signé
1111 Registrateur

V



1045277092



— The sum of THIRTY DOLLARS (\$30.00) or more, as the case may be, payable to the Government of the Province of Quebec, is included in the amount paid by the Lessee and the Lessor declares that this sum was paid before the subdivision was approved by the Government .

7— Any default on the part of the Lessee, to pay the emphyteutic rent of One Dollar per year may not be invoked to have the said property forfeited.

8— The Lessee may not abandon the said property and the Lessor shall not be obliged to resume the same nor to discharge the Lessee from the rent herein stipulated.

9— It is expressly understood between the Parties hereto that all rights of property in and the ownership of all mines, quarries, mining rights, minerals and ore of any kind which exists or may be found in, under or upon the above described parcel(s) of land are excepted from this lease. The Lessor shall at all times and at all reasonable hours have the right of passing and repassing (the right of ingress and of egress) either on foot or by vehicle or otherwise on and over said property and around the buildings thereon and of exploring in, under and upon such property and of doing any exploration and mining work thereon or thereunder at any time.

10— It is further expressly understood that the Lessor is at present engaged in mining and metallurgical treatment of ore on lands adjoining and in the vicinity of the said property and it is therefore expressly agreed that under no circumstances will the Lessor be in any way held responsible for any damage or personal injury that may occur by reason of such operations, and that the Lessee agrees to indemnify and hold harmless the Lessor, from any and all claims or claim that may be made against the Lessor by reason of any such damage or personal injury occurring on the said property owing to such operations.

11— The Lessor hereby reserves the right to place, replace and maintain on or under the said property, poles or towers with necessary wires, cables and other apparatus and equipment for transmission of electricity or

communications; and for such purposes a real and perpetual servitude affecting the said property is hereby created in favour of Block number 17 and other lands and enterprises of the Lessor situated in the said City of Noranda.

12— After the expiration of nine years and one day from the date of the commencement of the term of the present lease, it is expressly understood and agreed that should the Lessor for any reason desire to take possession of the said property, it shall have the right of so doing which right may be exercised by giving three month's notice of its intention of so doing to the Lessee. Upon the expiration of the said period of three months, the Lessor may take full possession of the said property without any judicial proceedings, notice or other formalities being necessary, the Lessee hereby undertaking on demand to make a formal reconveyance of the said property or a formal cancellation of the present lease, should such reconveyance or cancellation be required by the Lessor. It is however, agreed that in the event of the Lessor exercising the right hereby granted of taking the said property, the Lessor undertakes and agrees to indemnify the Lessee for all loss and damage that the Lessee will suffer in that connection, and if the Lessor and the Lessee cannot agree as to the amount of indemnity for such loss or damage, then they will submit the same to arbitration under the provisions of the eleventh part of the Code of Civil Procedure of the Province of Quebec, articles 1431 to 1444 inclusive, and both Parties hereby expressly undertake and agree to abide by the result of such arbitration.

Should the Lessor exercise the rights to it conferred in virtue of this clause, while sums are payable under any registered hypothec secured on the said property, it is agreed between the parties hereto that out of the indemnity due and payable under the preceding paragraph, the Lessor is hereby authorized to and will pay with right of subrogation, but only to the extent of such indemnity, the unpaid balance owing under such hypothec.

13— The cost of the present lease and of its registration shall be borne by the Lessee, and the Lessee further obliges himself to furnish within ninety days of the date hereof and deliver at his own cost and expense, an authentic copy hereof with a certificate of its registration endorsed thereon, unto the Lessor, at its office in the City of Noranda. The Lessor shall not be obliged in any case to furnish or produce any title papers to the Lessee.

The Lessee also agrees to furnish to the Lessor at its said office within ninety days of the date of execution thereof a duly certified copy of each deed whereby the Lessee transfers or otherwise alienates the said property or his rights hereunder.

14— All the rights and obligations of the Lessor and of the Lessee stipulated in or arising out of the present lease are of the essence of the contract without which the other party would not have contracted.

15— At the expiration of the term of the present emphyteutic lease, and if it is still in force, the Lessor will execute, at any time on demand, in favour of and at the expense of the Lessee, a deed of sale for the surface rights only of the said property, upon payment of the sum of ONE DOLLAR (\$1.00).

16— This agreement shall enure to the benefit of and be binding also on the heirs, executors, administrators and assigns of the Lessee and the successors and assigns of the Lessor.

WHEREOF ACTE

DONE AND PASSED at the City of Noranda, ~~_____~~
under number twenty-two thousand and twenty-seven ~~_____~~
~~_____~~ of the minutes of the undersigned Notary.

AND after due reading, the Parties have signed with the said Notary.

(Signed) H.S. Bérubé
" A. Juneau, Maire.
(" " A. Beauséjour, Secr. Trés.
" Jean Paul Dupuy, Notary.

(A TRUE COPY of the original minute remaining of record in my office). (One marginal note is good.)

Original signé

CANADA
PROVINCE DE QUEBEC
CITE DE NORANDA

EXTRAIT DU PROCES-VERBAL DE L'AJOURNEMENT DE LA
SEANCE SPECIALE DU CONSEIL DE LA CITE DE NORANDA
TENU A L'HOTEL DE VILLE DE NORANDA LE 26 mai 1969
A 5h.30 P.M.

Il est
Proposé par monsieur l'échevin Corbeil
Appuyé de monsieur l'échevin Landry
Et résolu à l'unanimité

QUE Son Honneur le Maire monsieur ACHILLE JUNEAU
et le Secrétaire-Trésorier monsieur ANDRE BEAUSEJOUR
soient et sont par les présentes autorisés à signer pour
et au nom de la Cité de Noranda le bail emphytéotique

que consentira Noranda Mines Limited à la Cité pour le lot deux mille deux cent vingt-neuf (2229) aux plan et livre de renvoi officiels pour la Cité de Noranda.

La considération au dit bail sera le paiement de la rente annuelle de \$1.00; le dit lot deux mille deux cent vingt-neuf (2229) est le site du cimetière actuel.

- - ADOPTE - -

Vraie copie certifiée

DONNE à Noranda, P.Q. ce
10e jour de juin 1969.

(Signé) A. Beauséjour
Secrétaire-Trésorier

This is the Resolution mentioned in and annexed to a deed of Emphyteutic Lease by Noranda Mines Limited in favour of La Corporation Municipale de la Cité de Noranda, passed before Me Jean Paul Dupuy, Notary, on the seventh day of August, One thousand nine hundred and sixty-nine, after having been acknowledged to be true and signed for identification by Dr. Achille Juneau and André Beauséjour, with and in presence of the undersigned Notary.

(Signed) A. Juneau, maire,
" A. Beauséjour, sec. trés.,
" Jean Paul Dupuy, Notary.

(A TRUE COPY of the Resolution annexed to the original.)

Original signé