

WARRANTY DEED

ISABEL VALLE AUSTEN

19-1-1

-to-

5 January 1928

The Municipality of Chester

\$ 1.00

WHEREAS, Marie Zoe Valle Lightfoot, a citizen of the United States, lately a resident of Chester, in the Province of Nova Scotia, widow, died in Chester leaving therein located the lands and premises occupied by her as her Chester home;

AND WHEREAS, Marie Zoe Valle Lightfoot, above named, was among the first citizens of other lands whose delight in Chester and its surroundings resulted in the acquisition of property and the maintenance of a home therein during part of the year;

AND WHEREAS, the said Marie Zoe Valle Lightfoot took a deep personal interest in the Village of Chester, in its people and their activities, and also rejoiced in the beauties of Chester and its environs, and in many ways endeared herself to the citizens of said District;

AND FURTHER WHEREAS, by the will of the said Marie Zoe Valle Lightfoot the lands and premises above mentioned were devised to her sister, the above named Grantor, Isabel Valle Austen, who is desirous of perpetuating the memory of her said sister with the citizens of Chester and those who sojourn therein,

CONVEYS:

All that certain lot, piece and parcel of land situate, lying and being at Chester, in the County of Lunenburg, Province of Nova Scotia, and more particularly described as follows, that is to say, being Lot number One Hundred and Thirty (130) and described as the Corner Lot on Regent and Central Streets, Containing sixty-four square rods, and being the same lot of land as was conveyed to Marie Zoe Valle Lightfoot by deed from John A. Webber et ux dated February 16, 1903 and duly recorded in the Registry of Deeds office for the Registration District of Chester in Book 12 page 54, and devised to the said Grantor by will of Marie Zoe Valle Lightfoot, dated May 23, 1924 and recorded at Chester aforesaid, in Book 18 at page 257, together with all and singular the buildings,

easements, tenements, hereditaments and appurtenances to the same belonging, or in anywise appertaining with the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim, property and demand, both at law and in equity, of the said Grantor, of, in, to or out of the same, or any part thereof.

TO HAVE AND TO HOLD the said lands and premises with the appurtenances, and every part thereof, unto the said Grantee, In Trust for the following uses, that is to say:-(1) that the lands and premises above described shall be and become the site of a Public Building, to be known as the "Zoe Valle Memorial Library," for the use and benefit of the citizens of the Municipality of Chester, and the house of the said Marie Zoe Valle Lightfoot thereon shall be and be used as a Public Library, (and) for such other community purposes as shall be agreed upon by a Committee consisting of three members, one appointed by the Municipality of Chester; one by the Subscribers to a fund to be known as the "Zoe Valle Library Endowment Fund," so long as at least five such subscribers shall continue to reside in Chester aforesaid, after which said second member shall be appointed by the Board of Education of said Municipality; and one appointed by the Womens Institute of Chester so long as said Institute shall continue in active existence, after which said third member shall be appointed by such civic, fraternal, religious or other body as may be designated by the Municipality of Chester, Subject to the following conditions, that is to say:--(a) that there shall at all times remain in the custody of the Municipal Clerk of Chester in the form of trust funds or securities legal as trust investments the sum of Seven Thousand Five Hundred Dollars (\$7 500) or its equivalent, to be known as the Zoe Valle Library Endowment Fund"; (b) that the income from said endowment fund shall be used exclusively for the purposes specified in clause (c) hereof; (c) that the Grantee, or its assigns, shall apply the income from said endowment fund, and such further funds as may be reasonably necessary for the purpose to maintain the grounds and building hereby conveyed in suitable and property condition and repair approved by the Grantor, her heirs, executors, administrators and assigns, and shall keep that building or buildings located thereon properly insured against loss by fire, and shall conduct thereon and therein a Public Library and civic and community center, with appropriate books and appurtenances; (d) that the premises hereby conveyed shall not be removed or demolished without the consent of the Grantor, her executors, administrators or assigns. In case of failure on the part of the Grantee, to see to the performance of each and every of the above conditions, then the said land and its improvements shall revert to the Grantor, or her heirs, executors, administrators or assigns, on the expiration of three months after receipt by the Grantee, or its assigns, of written notice specifying any

