

# ANNEXE A1

Adresse :  
Chemin de la Rivière Nord  
Newport (Québec) J0B 1M0

Lot :  
5 000 641

<u>INCLUSIONS</u>	<u>EXCLUSIONS</u>
N/A  <i>Lesquelles sont vendues sans garantie légale de qualité, aux risques et périls de l'acheteur</i>	Récoltes Animaux Machinerie

## DÉCLARATIONS DU VENDEUR :

- INCLUSIONS :** Tout ce qui restera sur la propriété à la date de la prise de possession sera réputé appartenir à l'acheteur à moins d'une entente écrite entre le vendeur et l'acheteur. Le tout étant vendu sans garantie légale de qualité ou de fonctionnement, aux risques et périls de l'acheteur.
- VENTE TAXABLE :** La présente propriété est taxable, en tout ou en partie étant donné qu'elle effectue soit des opérations commerciales agricoles et/ou forestières et est vendue comme telle. De ce fait, la vente sera taxable (en tout ou en partie selon le cas, voir avec votre notaire et /ou comptable).
- RÉPARTITION DU PRIX DE VENTE :** La répartition du prix de vente sera fournie par le vendeur et/ou son comptable au notaire instrumentant la vente.
- SUPERFICIE :** Superficie et mesures de la terre vendue selon le cadastre municipal, terre non arpentée, sans garantie de contenance, et vendue telle que vue. Le vendeur ne fournira pas de document d'arpentage, ni aucun certificat de localisation ou piquetage pour cette vente. L'acheteur s'en déclare satisfait.
- CRÉDIT DU MAPAQ :** Pour le montant des taxes municipales, s'il y a un crédit de taxes du MAPAQ, la réduction est incluse dans le montant de taxes affiché par le courtier.
- ZONAGE AGRICOLE :** L'acheteur reconnaît que le lot vendu est situé dans une zone agricole, que ce lot est assujéti à certaines dispositions de la *Loi sur la protection du territoire et des activités agricoles* et qu'il ne pourra utiliser ce lot à une fin autre que l'agriculture à moins qu'il n'obtienne l'autorisation de la Commission de protection du territoire agricole ou qu'il puisse se prévaloir de droits prévus dans la Loi. De ce fait, l'acheteur est entièrement responsable de s'assurer de la faisabilité de son ou ses projets qu'il entend faire avec la propriété ci-haut mentionnée.
- ZONE HUMIDE :** Il y aurait une zone humide sur la terre. De ce fait, l'acheteur est entièrement responsable de s'assurer de la faisabilité de son ou ses projets qu'il entend faire avec la propriété ci-haut mentionnée. Le vendeur ainsi que le courtier se dégagent de toutes responsabilités et l'acheteur s'en déclare satisfait. (Voir plan ci-joint)
- ZONE INONDABLE :** Il y aurait une zone inondable sur la propriété. De ce fait, l'acheteur est entièrement responsable de s'assurer de la faisabilité de son ou ses projets qu'il entend faire avec la propriété ci-haut

mentionnée. Le vendeur ainsi que le courtier se dégagent de toutes responsabilités et l'acheteur s'en déclare satisfait. (Voir plan ci-joint)

9. **SERVITUDES** : Le vendeur déclare que l'immeuble a une servitude de droit de passage #87189 et 142871 ainsi que les servitudes d'utilité publique pour le transport et la distribution des services d'électricité, de téléphone, de télécommunication et de câblodistribution.
10. **PUISAGE D'EAU** : Une servitude de puisage d'eau pour la maison voisine située en face de la terre devra être signée (au frais du vendeur) et l'acheteur devra agir en « bon père de famille » quant à la source d'eau afin d'éviter de la contaminer et respecter les exigences du ministère de l'environnement.
11. **LOCATAIRE** : Les pacages sont présentement en location jusqu'au 1er décembre 2024. L'acheteur devra respecter la location. Le vendeur conservera les revenus jusqu'à cette date.

Date : 03-12-24

**Par la présente, je déclare avoir pris connaissance de ce document et m'en déclarer satisfait.**

PA \_\_\_\_\_

_____	_____	_____	_____
Acheteur 1	Date	Vendeur 1	Date
_____	_____	_____	_____
Acheteur 2	Date	Vendeur 2	Date

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IN THE YEAR NINETEEN HUNDRED AND SEVENTY-ONE,  
on the Fourteenth day.

BEFORE Me LAURENT DUMONT, Notary at

Cookshire, Province of Quebec,

APPEARED:

Mr. GILLES HOULE, Clerk, residing at 125

River St., Sherbrooke, Quebec, husband separate as

to property of Dame Monique Desruisseaux, his first

wife, who is still living, under the terms of their

Marriage Contract passed before the undersigned Notary,

on the Eleventh July nineteen hundred and sixty-seven

(11th July 1967), registered at the Compton County

Registry Office, at Cookshire, under Number 62,603.

Hereinafter called "THE VENDOR"

AND

Mr. ROBERT BURNS, Real Estate Broker, residing

at R. R. I, Cookshire (Compton), Quebec, husband sepa-

rate as to property of Dame Marie Ori, his first wife,

who is still living, under the terms of their marriage

contract passed before the undersigned Notary, on the

Third June Nineteen hundred and fifty-seven (3rd June

1957), registered at Cookshire, under Number 71,252.

Hereinafter called "THE PURCHASER"

WHICH said Vendor has by these presents sold

made over and conveyed with legal warranty, unto the

Purchaser, hereto present and accepting, the following

immovable property, that is to say:-

DESCRIPTION

That certain tract or parcel of land lying

and being situated in the Township of Newport, known

and designated by the Official Cadastral Plan and in  
the Book of reference for the said Township of Newport,  
as being:-

10.- ALL THAT PART of the lot number TWELVE "A"  
(12-A pt.), range EIGHT (R. VIII) of the said Township  
of Newport, lying on the South side of the North River  
Road. Bounded on the West, South and East by the lot  
lines, and on the North by the North River Road.

Subject to the reserve of water rights to a  
spring, as mentioned in a deed of Sale by the Vendor  
to Mr. Peter Slamsky et al., passed before the under-  
signed Notary, this day, a certified copy whereof  
is to be registered in the Compton County Registry  
Office, at Cookshire, with copy of those presents.

20.- PART of the lot number TWELVE "B" (12-B pt.)

range EIGHT (R. VIII) of the said Township of Newport,  
described as follows:- Starting at the North east corner  
of the said lot Twelve "B" (12-B) range Eight (R. VIII)  
of the said Township, thence running in a Southerly  
direction, following the Easterly line of the said lot,  
a distance of FIVE HUNDRED AND TWENTY-FIVE FEET (525');  
thence running in a Westerly direction, a distance of  
FOUR HUNDRED AND TWENTY FEET (420'); thence running  
in a Northerly direction, a distance of FIVE HUNDRED  
AND TWENTY-FIVE FEET (525') to the North line of said  
lot; thence running in an Easterly direction, following  
the Northerly line of the said lot, a distance of  
FOUR HUNDRED AND TWENTY FEET (420'), to the point of  
departure. BOUNDED on the East by lot Number Thirteen  
"C" (13-C) range Eight (R. VIII) of the said Township,

No. 87189

Déposé a 3 heures le 14  
ca 1971 pour enregistrement  
pour enregistrement



1045919535

M. J. Sherry

87189

on the South and West by the residue of the said lot, and on the North by the lot number Twelve "A" (12-A) range Eight (R. VIII) of the said Township.

The Vendor reserves a RIGHT OF WAY, Twenty feet (20') in width, in favour of the residue of lot number Twelve "B" (12-B)pt.) range Eight (R. VIII) of the said Township of Newport, for the sole purpose of cutting and hauling wood from the said lot to the Public Road. The said Right of Way is described as follows:- Starting at a point on the Public Highway, approximately One thousand and twenty feet (1,020') West of the intersection of the North River Road, and the Easterly lot line of Twelve "A" (12-A) range Eight (R. VIII); From there, in a Southerly direction, a distance of Six hundred feet (600'), thence in a South-easterly direction, a distance of One thousand five hundred and fifty feet (1,550'), to a point on the East lot line of lot Twelve "A" (12-A) range Eight (R. VIII) of said Township, situated Six hundred feet (600') North of the South-east corner of said lot. Thence along the Easterly lot lines of lot Twelve "A" (12-A) and Part of Twelve "B" (12-B), range Eight (R. VIII), to reach the residue of lot Twelve "B" (12-B pt.) range Eight (R. VIII), belonging to the Vendor. The said right of way shall be Twenty feet (20') in width.

The Vendor or representatives will be responsible to keep said right of way in as good state of repair as it was before use by himself or representatives, in connection with said lot Twelve "B" (12-B) range Eight (R. VIII), of the said Township. Failure to do so,

the Vendor will be financially responsible for any damages done.

Circumstances and dependencies.  
The above descriptions have been prepared by the parties hereto who declared to be satisfied with same.

With all the servitudes active and passive in favour or against the said property,

TITLE

The Vendor declares that he acquired said immoveable property, with greater extent of land, from Mr. Wilfrid Houle, under the terms of a deed of Sale passed before the undersigned Notary, on the Thirteenth October Nineteen hundred and sixty-seven (13th October 1967), registered at the Compton County Registry Office, at Cookshire, under Number 82, 878.

VENDOR'S DECLARATIONS

The Vendor declared:

10.- That the immoveable property presently sold is free and clear of all privileges, hypothecs and encumbrances whatsoever.

20.- That his matrimonial status has not changed since he acquired said immoveable property.

CONDITIONS

The within sale is moreover subject to the following obligations which the Purchaser agrees to respect, that is to say:

10.- To accept the said property in its present condition, with possession from this day.

- 5 -

20.- To pay all municipal and school taxes and other assessments as from this day's

PRICE

The present sale is thus made for the price of ONE DOLLAR (\$1.00) and other good and valuable consideration which the Vendor acknowledges to have received from the Purchaser, whereof quit in full.

WHEREOF ACTE, at Cookshire, under number Thirteen thousand two hundred and twenty-one.

AFTER DUE READING HEREOF, the parties have signed in the presence of the undersigned Notary.

(signed) Gilles Heale

" Robert Burns

" Laurent Dumont, Notary.

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

*Laurent Dumont*  
Notary

ON THIS TWENTY-FIFTH (25<sup>th</sup>) DAY OF NOVEMBER  
NINETEEN HUNDRED AND NINETY-NINE (1999)

BEFORE Mre YVES MORISSETTE, notary at Coaticook, (98 Norton  
Coaticook, J1A 1R9), Québec.

**ROBERT BURNS**, real estate broker, residing at 435, Chemin Island Brook,  
Cookshire, (Québec) J0B 1M0.

hereinafter called "the Grantor,"

AND

**3101-2222 QUÉBEC INC.**, a company legally incorporated under Part 1A of  
The Company Act, by Certificate of Incorporation dated november, 29th, 1993,  
having its head office at Martinville (Case Postale 49, Route Rurale 1,  
Martinville, Québec, J0B-2A0), represented by Mr. James Kerr, director, duly  
authorized under the terms of a resolution of its board of directors, dated  
october, 1st, 1999, a copie whereof remains annexed hereto after having been  
acknowledged as true and signed for identification by the representative in the  
presence of the undersigned Notary.

hereinafter called "the Grantee."

WHO, in view of these presents, have declared as follows:

**DECLARATIONS**

1. THE GRANTOR is the owner of an immovable property known and  
described as follows:

**DESCRIPTION**

All that part of lot number **TWELVE A (12A pt.)**, **RANGE VIII (rg 8)** of the said **Township of Newport** lying on the south side of the North River Road. Bounded on the West, South and East by the lot lines, and on the North by the North River road.

Part of lot number **TWELVE B (12B pt.)**, **RANGE VIII (rg 8)** of the **Township of Newport** described as follows : Starting at the North east corner of the said lot Twelve B (12B) range VIII (rg 8) of the said township, thence running in a Southerly direction, following the Easterly line of the said lot, a distance of FIVE HUNDRED AND TWENTY-FIVE FEET (525'); thence running in a Westerly direction, following the residue of the said lot, and the North by the residue of the said lot, and the North by the lot Eleven B (11B) range VIII (rg 8) of the said Township.



1007896905

Vérification d'inscription  
Circulaire de la Commission des titres et des valeurs mobilières

Préparation  
présentée le 1999-12-02

No d'inscription  
14287

Certifié par officier de la publicité des droits

direction, a distance of FOUR HUNDRED AND TWENTY FEET (420'); thence running in a Northerly direction, a distance of FIVE HUNDRED AND TWENTY-FIVE FEET (525') to the North line of the said lot; thence running in a Easterly direction, following the Northerly line of the said lot, a distance of FOUR HUNDRED AND TWENTY FEET (420'), to the point of departure. Bounded on the East by lot number Thirteen C (13C) range VIII (Rg 8) of the said township, on the South and West by the residue of the said lot, and the North by the lot Twelve A (12A) range VIII (Rg 8) of the said Township.

2. THE GRANTOR is owner of the immovable having acquired same from Gilles Houle under the terms of a deed of sale executed before Mre Laurent Dumont, notary, on may, 14<sup>th</sup>, 1971 and published at the registry office for the Registration Division of Compton under number 871 89.

3. THE GRANTEE is the owner of an immovable property known and described as follows:

**DESCRIPTION**

South East third part of lot number **ELEVEN A (11A pt.)**, **RANGE VIII (rg 8)** of the said **Township of Newport** bounded on the East by lot number Twelve B (12B) range VIII (rg 8) of the said township, on the South by lot number Eleven A (11A) range IX (Rg 9) of the said township, on the West by the residue of the said lot, and the North by the lot Eleven B (11B) range VIII (rg 8) of the said Township.

Lot number **TWELVE B (12B)**, **RANGE VIII (rg 8)** of the said **Township of Newport**.

**SAFE AND EXCEPT** part of lot number **TWELVE B (12B pt.)**, **RANGE VIII (rg 8)** of the **Township of Newport** described as follows : Starting at the North east corner of the said lot Twelve B (12B) range VIII (Rg 8) of the said township, thence running in a Southerly direction, following the Easterly line of the said lot, a distance of FIVE HUNDRED AND TWENTY-FIVE FEET (525'); thence running in a Westerly direction, a distance of FOUR HUNDRED AND TWENTY FEET (420'); thence running in a Northerly direction, a distance of FIVE HUNDRED AND TWENTY-FIVE FEET (525') to the North line of the said lot; thence running in a Easterly direction, following the Northerly line of the said lot, a distance of FOUR HUNDRED AND TWENTY FEET (420'), to the point of departure. Bounded on the East by lot number Thirteen C (13C) range VIII (Rg 8) of the said township, on the South and West by the residue of the said lot,

and the North by the lot Twelve A (12A) range VIII (Rg 8) of the said Township.

4. THE GRANTEE is owner of the immovable having acquired same from Gilles Houle under the terms of a deed of sale executed before Mire Yves Morissette, notary, on november, 2nd, 1999 and published at the registry office for the Registration Division of Compton under number 142762.

5. The immovable described in paragraph 1 hereinabove (the servant land) is subject to a real and perpetual servitude of right of way in favour of the immovable described in paragraph 3 hereinabove (the dominant land), as evidenced by an act executed before Mire, Laurent Dumont, notary, on May, 14th, 1971, published at the registry office for the Registration Division of Compton under the number 87189.

6. The site of the servitude is described under the terms of the said act :

**DESCRIPTION**

Part of lot number TWELVE A (12A Pt), RANGE VIII (Rg 8) of the Township of Newport described as follows : Starting at a point on the Public Highway, approximately ONE THOUSAND AND TWENTY FEET (1,020') WEST of the intersection of the North River Road, and the Easterly lot line of TWELVE A (12-A) range EIGHT (R. V111); from there, in a Southerly direction, a distance of SIX HUNDRED FEET (600'), thence in a South-easterly direction, a distance of ONE THOUSAND FIVE HUNDRED AND FIFTY FEET (1,550'), to a point on the EAST lot line of lot TWELVE A (12-A) range EIGHT (R.V111) of said Township, situated SIX HUNDRED FEET (600') NORTH of the SOUTH-EAST corner of said lot. Thence along the Easterly lot lines of lot TWELVE A (12-A) and Part of TWELVE B (12-B), range EIGHT (R.V111), to reach the residue of lot TWELVE B (12-B pt.) range EIGHT (R.V111), belonging to the Vendor. The said right of way shall be TWENTY FEET (20') in width.

7. The Apparears wish to change the said site.

8. Wherefore, the Apparears hereby replace the said site with the following:

**DESCRIPTION**

Part of lot number TWELVE A (12A Pt), RANGE VIII (Rg 8) of the Township of Newport lying on the south side of the North River Road described as follows : Starting at a point on the Public Highway at the intersection of the south side of North River Road, and the Westerly lot line of TWELVE A (12-A) range EIGHT (R. V111);

from there running in a Southerly direction, following the Westerly line of the said lot to the Northerly line of lot Twelve B (12B) range VIII (rg 8) of the said Township; thence running in a Easterly direction, following the Southerly line of the said lot Twelve A (12A) range VIII (rg 8) of the said Township, a distance of THIRTY-FIVE FEET (35'); thence running in a Northerly direction, to the Southerly side of North River Road; thence running in a Westerly direction, following the Southerly side of the said public road to the point of departure. Bounded on the East by the residue of the said lot, on the South by the lot Twelve B (12B) range VIII (Rg 8) of the said Township, on the West by the lot Eleven B (11B) range VIII (Rg 8) of the said Township and on the North by the North River Road. The said right of way shall be THIRTY-FIVE FEET (35') in width.

9. Consequently, the Grantee hereby abandons all his rights in the former site and accepts the exercise of the rights established in the aforesaid act of servitude henceforth in the new site as described hereinabove.

10. The Apparears have agreed as follows :

- The cost of building and maintaining any road, ditches, culverts, or bridges on the said right of way shall be wholly at the cost of the parties in favour of whom this new right of way is granted. Such roads and ditches shall be made in such a way as to drain to westerly side of right of way. Any ditches on easterly side of such roadway shall be of gentle enough slope so as not to impede easy crossing of them by small tractors or similar vehicles.
- The owner or representatives of lot 12 A, range EIGHT on which the servitude is granted will have the right to use the land on said right of way without charge and will not be responsible for any repairs to said right of way.
- A safe gate or barrier shall be erected at the intersection of the RIGHT of way and the public road in such a way as to prevent unauthorized vehicles from entering from this point. The cost of erection and maintenance shall be at the cost of the parties to whom this right of way is being granted. It shall be maintained in good condition at all times and a lock placed thereon. The barrier shall be closed with a lock at such times it is not in use for woods work. Within twenty four hours of putting such a lock on the gate or barrier a key shall be given to the owner or representative of lot 12A, range eight, Newport (situated on the south side of North River Road). If such lock or keys are changed the parties to whom the right of way has been granted shall deliver to the owner or representatives of the south part of lot 12A, range eight, Newport, a new set of keys for the locks within twenty four hours of such change. If this is not done the owner of the

part of 12A granting the servitude, the owner or representative will have the right to cut such locks or to open in any way necessary the barriers without any legal responsibility. The parties to whom the servitude is granted shall bear all legal responsibility for any accidents on this right of way and at the barrier.

• There is to be no hunting on this right of way by the parties to whom this right of way is granted or by any of their representatives. Penalty for failure to adhere to this condition will mean the closing of the right of way across lot number 12A, range eight for the use of lots 12B and 11A for the remainder of the deer and moose hunting season of that year. A second offense will entail the closing of the right of way for the entire deer and moose hunting season of the following year. It is agreed upon both parties that this right of way is not limited only for cutting and hoarding of wood as specified in an act executed before Mre. Laurent Dumont, notary, on May, 14th, 1971, published at the registry office for the Registration Division of Compton under the number 87189 but cannot be used for the four-wheel or snow-mobil use by the other than owners of lots 12B and 11A or their representative without permission by the owner of lot number 12A Rg VIII on which the right of way exist.

• The parties to whom the right of way has been granted shall mark with painted posts the line between 12A, range eight and 11B of the same range, so as to keep visible the dividing line of these two lots which is the west line of the right of way. These posts shall be maintained by the same parties at all times and shall not be more than one hundred feet between posts. The survey post and marker as put in by Surveyor André Bachand on April 30, 1997 at the south west corner of lot 12 A shall be maintained visible and must not be buried or moved.

• The wood that must be cut from this right of way will belong to the owner of 12A, range eight and an agreement will be reached privately as to cutting and disposal. Brush from the cutting of the right of way is not to be piled on east side of right of way.

• The parties declare and confirm that this is a real and perpetual servitude.

11. The costs of these presents, copies, and publication shall be borne by the Grantee.

**CIVIL STATUS AND MATRIMONIAL REGIME**

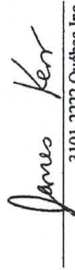
12. The Grantor declares that he is married in first marriage to Mrs Marie Ori, under the regime of separation as to property under the terms of a marriage contract executed by Me Laurent Dumont, notary, published

at the registry office for the Registration Division of Compton under the number 71232.

WHEREOF ACT at Cookshire, under minute ONE THOUSAND FIVE HUNDRED NINETY (1590).

AFTER DUE READING HEREOF the parties and notary have signed, each in the presence of the others.

  
Mr. Robert Blums

  
3101-2722 Québec Inc.  
Mr. James Kerr

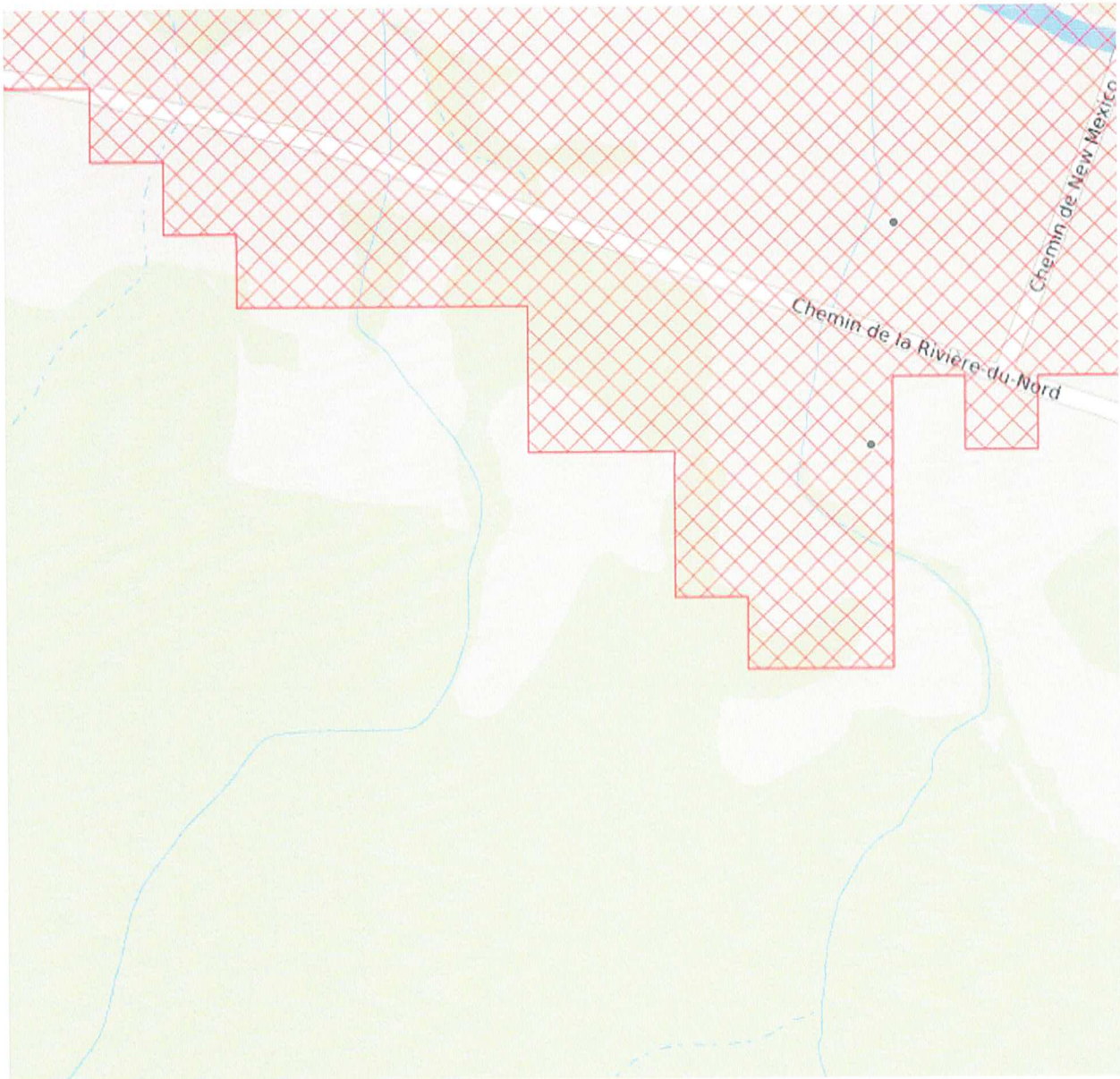
  
Mc Yves Morissette, notary  
COPIE CONFORME A L'ORIGINAL  
DÉPOSÉE EN MON ETUDE



# Zone inondable Vue Aérienne

Adresse :  
Chemin de la Rivière Nord  
Newport J0B1M0

Lot(s) :  
5000641



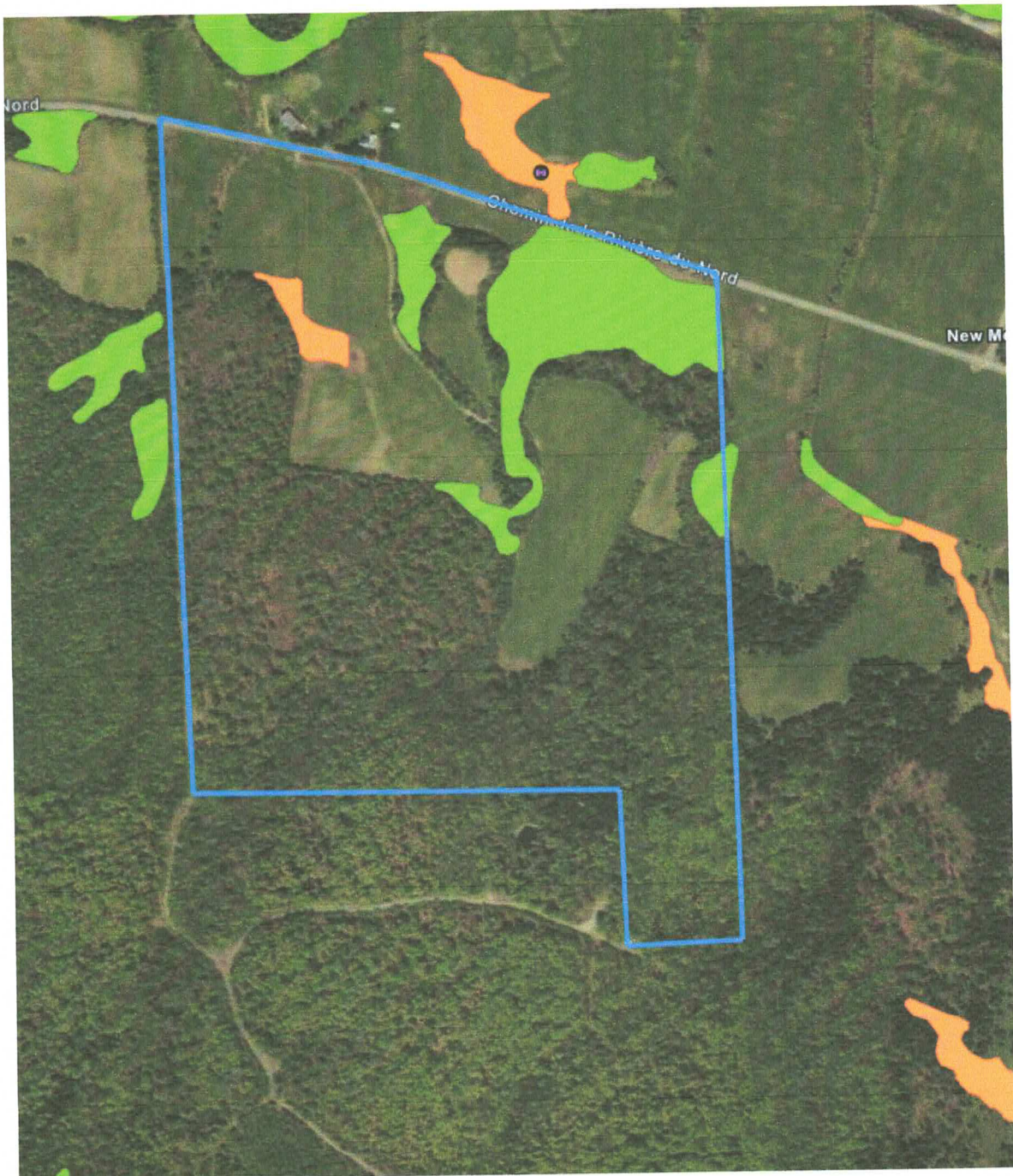
## Aspects légaux :

1. Cette carte contient des informations qui ont été préparées pour des fins administratives uniquement.
2. Cette matrice n'a aucune valeur légale et ne vous permet aucun droit de certification des limites cadastrales sur une propriété.
3. Source : Ministère de l'Environnement et de la Lutte contre les changements climatiques

# Milieu Humide

Adresse :  
Chemin de la Rivière Nord  
Newport J0B1M0

Lot(s) :  
5000641



## Aspects légaux :

1. Cette carte contient des informations qui ont été préparées pour des fins administratives uniquement.
2. Cette matrice n'a aucune valeur légale et ne vous permet aucun droit de certification des limites cadastrales sur une propriété.
3. Source : <https://www.canards.ca/endroits/quebec/cartographie-detailee-des-milieus-humides-du-quebec/>

# CPTAQ

## Vue aérienne

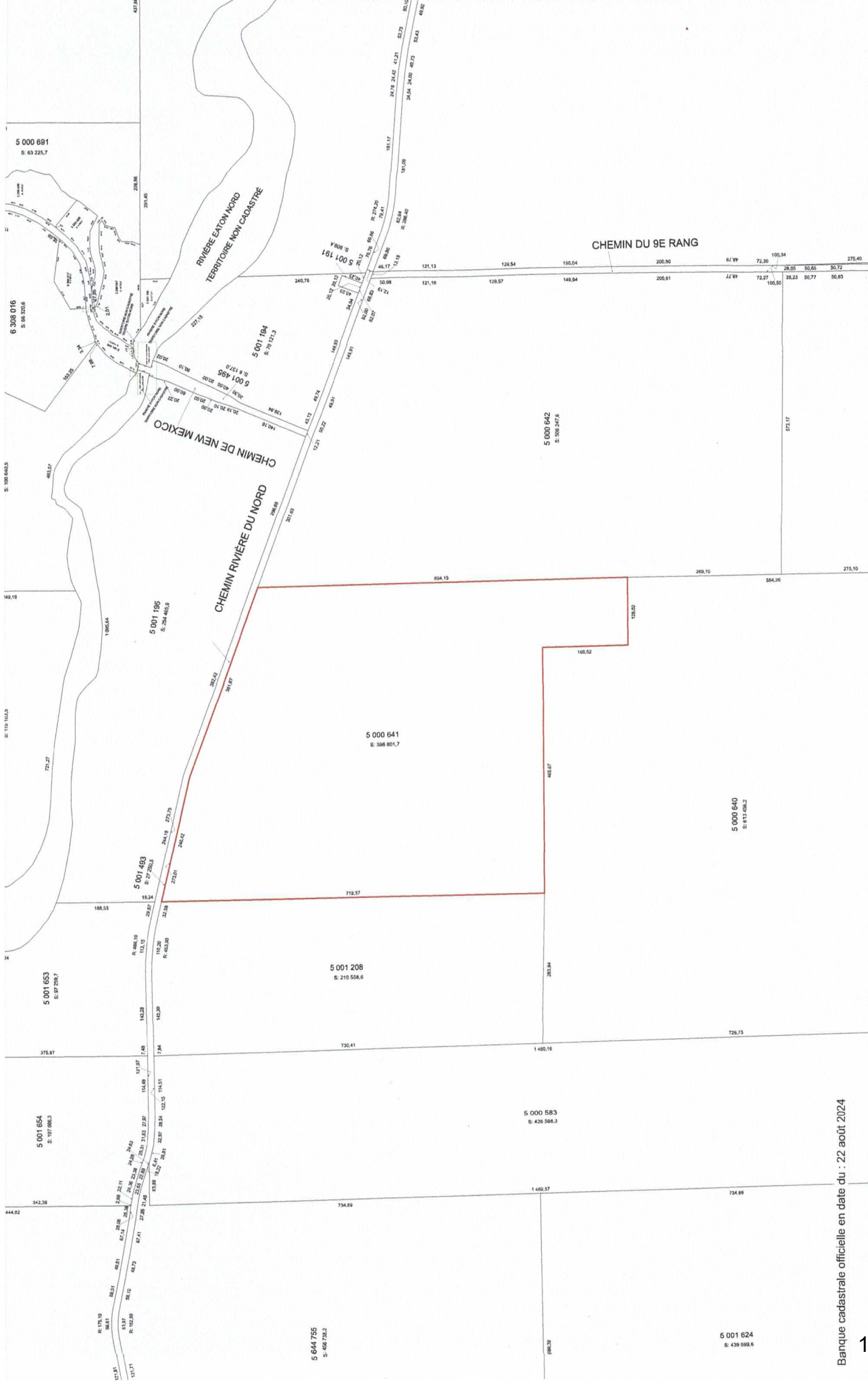
Adresse :  
Chemin de la Rivière Nord  
Newport J0B1M0

Lot(s) :  
5000641



### Aspects légaux :

1. Cette carte contient des informations qui ont été préparées pour des fins administratives uniquement.
2. Cette matrice n'a aucune valeur légale et ne vous permet aucun droit de certification des limites cadastrales sur une propriété.
3. Source : [https://geoegl.msp.gouv.qc.ca/igo/cptaq\\_demeter/](https://geoegl.msp.gouv.qc.ca/igo/cptaq_demeter/)



Banque cadastrale officielle en date du : 22 août 2024