

Numéro inscription :	15 164 821	Circ. foncière :	Stanstead
DHM de présentation :	2008-05-02 10:16		
Registre des mentions			

VENTE

IN THE YEAR TWO THOUSAND EIGHT, on the first day of May (01-05-2008).

Before Mtre Anne-Sophie FRANCOEUR, Notary in Coaticook, province of Québec.

CAME AND APPEARED:

Mr. **Guy LANG**, retired, residing and domiciled at 3, Butterfield Street, STANSTEAD, province of Quebec, J0B 3E2;

-and-

Mrs. **Beverly GREENWOOD**, nurse, residing and domiciled at 3, Butterfield Street, STANSTEAD, province of Quebec, J0B 3E2;

Hereinafter called,

"THE VENDOR "

-AND-

Mr. **Galen SMITH**, laborer, residing and domiciled at 954, Mill Road, AYER'S CLIFF, province of Quebec, J0B 1C0;

-and-

Mrs. **Loriann HUNT**, operator, residing and domiciled at 954, Mill Road, AYER'S CLIFF, province of Quebec, J0B 1C0;

Hereinafter called,

"THE PURCHASER "

WHO agreed as follows:

ARTICLE INATURE OF THE CONVENTION

AND WARRANTIES

1.1The VENDOR, hereby sells and transfers, with legal warranty, free and clear of all hypothecs, taxes, prior claims or encumbrances whatsoever, to the PURCHASER, hereto present and accepting, the following movables and immovable, meaning:

- The said **Galen SMITH** acquires **FIFTY** per cent (**50 %**) of the movables and immovable described herein after:

- The said **Loriann HUNT** acquires **FIFTY** per cent (**50 %**) of the movables and immovable described herein after:

ARTICLE II OBJECT OF THE CONVENTION

2.1 Immovable property

DESCRIPTION

An immovable property situated in the Town of Stanstead and including:

2.1.1 Part of the subdivision **ONE** of the original lot number **TWELVE (part 12-1)** upon the Official Cadastre of the "**VILLAGE OF ROCK ISLAND**", registration division of **Stanstead**, more amply described and bounded as follows:

Assuming that the South direction of the West limit of lot 12-1 is a bearing of 182°21'14" and starting at the North-West corner of this lot, from thence, towards the East, following a bearing of 111°54'25" a distance of 44,67 meters to the starting point of this parcel; from thence, towards the East, following a bearing of 98°51'40" a distance of 16,21 meters to a point; from thence, towards the South, following a bearing of 190°50'45" a distance of 11,24 meters to a point; from thence, towards the West, following a bearing of 279°57'40" a distance of 16,24 meters to a point; from thence, towards the North, following a bearing of 11°02'54" a distance of 10,93 meters to the starting point and covering in area 179,8 square meters.

This parcel is bounded towards the North, the East, the South by parts of lot 12-1 and towards the West by a part of lot 12-1 (Butterfield Street).

The residence erected on the said immovable property is situated at 3 Butterfield Street, STANSTEAD, province of Quebec, J0B 3E2.

SUBJECT the said immovable property to all servitudes, actives and passives, apparent or occult, attached to the said property and more specially a servitude of a right to sewage, more amply described at the deed published at the land registry division of Stanstead, under number 126 395 and a parking servitude, more amply described at the deeds published at the land registry division of Stanstead, under number 200 185.

2.1.2 Part of the subdivision **ONE** of the original lot number **TWELVE (part 12-1)** upon the Official Cadastre of the "**VILLAGE OF ROCK ISLAND**", registration division of **Stanstead**, more amply bounded and described as follows:

"Un terrain de quadrangulaire, borné successivement vers l'Ouest par une partie du lot 12, vers le Nord par une partie du lot 12-1, vers l'Est par une partie du lot 12-1, étant la rue Butterfield et vers le Sud par le lot 12-2.

En assumant que la direction vers l'Ouest de la ligne Nord du lot 12-2 du cadastre du Village de Rock Island est un gisement géodésique de 255°12'55" et partant du coin Nord-Ouest dudit lot, étant le point de départ de la parcelle à décrire; de là vers le Nord-Ouest, suivant un gisement de 2°21'14" une distance de 13,72 mètres jusqu'à un point; de là, vers l'Est, suivant un gisement de 79°07'57" une distance de 33,69 mètres jusqu'à un point; de là, vers le Sud, suivant un gisement de 192°48'25" une distance de 12,19 mètres jusqu'à un point; de là, vers l'Ouest, suivant un gisement de 255°12'55" une distance de 32,00 mètres jusqu'au point de départ. Contenant en superficie 397,9 mètres carrés".

With building thereon erected.

SUBJECT the said immovable property to all servitudes, actives and passives, apparent or occult, attached to the said property and more specially a parking servitude, more amply described at the deed published at the land registry division of Stanstead, under number 11 075 278.

2.2Others goods

Are **including** in the present sale, heating, electrical and lighting installations of a permanent nature, the light fixtures, blinds, dishwasher, freezer and water softener.

ARTICLE IIITITLE OF THE PROPERTY

3.1Origin of titles

The VENDOR acquired the said property following the said deeds:

3.1.1 Deed of sale consented by Mr. Robert GREENWOOD, executed before Mtre Andre CARON, Notary, on December fourteenth in the year nineteen hundred and ninety-three (1993-12-14) and duly published at the land registry division of Stanstead, on December sixteenth in the year nineteen hundred and ninety-three (1993-12-16), under number 177 297;

3.1.2 Deed of donation consented by Mrs. Effiegene HAYWARD, executed before Mtre Pierre CHARLAND, Notary, on February eleventh in the year two thousand four (2004-02-11) and duly published at the land registry division of Stanstead, on February twelfth in the year two thousand four (2004-02-12), under number 11 075 278;

3.2Title Deeds

The VENDOR will furnish to the PURCHASER only the titles Deeds already given to him.

ARTICLE IVPOSSESSION AND TRANSFER RISKS

4.1The PURCHASER will be the owner of the said movables and immovable herein sold on the date of these presents, with occupation on the **twentieth day of May in the year two thousand eight (2008-05-20)** or before.

4.2Nevertheless the paragraph 2 of the article 1456 of the *Civil code of Quebec*, the PURCHASER will assume the risks pertaining to the immovable in accordance to the article 950 of the *Civil code of Quebec* on the date from the presents.

ARTICLE VDECLARATIONS

5.1The VENDOR declares that the immovable property is free and clear of all

hypothecs, taxes, prior claims or encumbrances whatsoever, **save and except:**

5.1.1 An hypothec consented by Mr. Guy LANG and Mrs. Beverly GREENWOOD in favour of the CAISSE POPULAIRE DESJARDINS DE ROCK ISLAND, following deed executed before Mtre Pierre CHARLAND, Notary, on January thirteenth in the year nineteen hundred and ninety-nine (1999-01-13) and duly published at the land registry division of Stanstead, on January fourteenth in the year nineteen hundred and ninety-nine (1999-01-14) under number 193 244, witch will be radiated incessantly;

5.2The VENDOR declares that every municipal and school taxes, general or special, or all other assessments of all kinds have been paid till the date of adjustment and that, without subrogation in favor of a third.

5.3The parties declare to have made an adjustment of taxes, interest and other on the date of adjustment that they determine for the purposes of the presents on the **first day of May, in the year two thousand eight (2008-05-01)** and if others adjustments have to be made, they will be made at this date.

5.4The VENDOR declares that he had received no notice from any competent authority to the effect that the immovable property did not conform with the rules and regulations in force.

5.5The VENDOR further declares that he is a Canadian resident within the meaning of the Income Tax Act and the Law on Income Tax and that he had no intention of modifying such residence. The VENDOR makes this solemn declaration conscientiously believing it to be true and knowing that it has the same force and effect as if made under oath of the Canada Evidence Act.

5.6The parties declare that they had checked the municipal rules and regulations in Force related to the immovable property herein above described, concerning the permit kind of utilisation, the allotment norms and if it's an unoccupied land concerning the necessities exigencies to obtain a construction permit.

5.7Declarations relatives at the "Act to Preserve Agricultural Land and Activities"

5.7.1The parties declare that the immovable being the object of these presents is not included in the "agricultural zone";

5.8Federal Goods and Services Tax (GST) and Quebec Sale Tax (QST)

5.8.1The VENDOR declares that the immovable being part of the sale of these presents is principally a residential property, that he didn't done any major renovation and that he didn't and won't asked for credit tax relatively at the acquisition or improvement brought at the immovable.

5.8.2The VENDOR makes this solemn declaration conscientiously believing it to be true and knowing that it has the same force and effect as if made under oath of the Canada Evidence Act.

Consequently, the present Sale is not taxable within the dispositions of the Excise tax act and the Act respecting the Quebec sale tax.

5.9Concerning the immovable property hereinabove mentionned at paragraphe 2.1.1, the PURCHASER declares have took knowledge of the certificate of location prepared

by Mr. Christian LEFEBVRE, land-surveyor on November thirtieth, nineteen hundred and ninety-three (1993-11-30) under the number EIGHT HUNDRED AND NINETY-ONE (891) of his minutes and he declares itself satisfy of it.

5.10 Concerning the immovable property hereinabove mentioned at paragraphe 2.1.2, the PURCHASER declares have took knowledge of the technical description prepared by Mr. Christian LEFEBVRE, land-surveyor on February twenty-second, in the year two thousand eight (2008-02-22) under the number FOUR THOUSAND EIGHT HUNDRED THIRTY-ONE (4831) of his minutes and he declares itself satisfy of it.

5.11 The VENDOR declares that the oil tank must be changed.

5.11.1 The PURCHASER declares have took knowledge of it and agrees to pay the fees related to the new oil tank.

5.12 The VENDOR declares that there are very minor water infiltration from basement window, south side front wall.

5.12.1 The PURCHASER declares have took knowledge of it.

5.13 The VENDOR declares that there is rip in linoleum under fridge.

5.13.1 The PURCHASER declares have took knowledge of it.

ARTICLE VICONDITIONS

6.1 The PURCHASER having examined the said immovable and movables and being satisfied therewith, should take them in their present condition.

6.2 The PURCHASER shall take the immovable property subject to all the servitudes, actives and passives, apparent or occult, attached to the said property.

6.3 The PURCHASER undertakes to pay all taxes and other assessments affecting the said immovable property, due or falling due, including those for the present year, from the date of adjustment and also to pay from such date all instalments of special taxes levied against the said immovable property.

6.4 After have been notified of the utility and the importance to registered a notification of their address, because of their situation of co-proprietor of the immovable object of the present sale, the said **Mr. Galen SMITH** and **Mrs. Loriann HUNT** to save the registration fees, renounced to the registration of a such address notification.

6.5 The PURCHASER agrees to pay the fees and costs related to the present Deed of Sale.

6.6 Personnal right of use

6.6.1 The VENDOR reserves for **Mrs. Effiegene HAYWARD**, residing and domiciled at 1 Butterfield, STANSTEAD, province of Quebec, J0B 3E2, a personnal right of enjoyment,

that is to say, a right of use in the immovable hereinafter mentionned, being Part of the subdivision **ONE** of the original lot number **TWELVE (part 12-1)**, Cadastre of the **"VILLAGE OF ROCK ISLAND"**, registration division of **Stanstead**, more amply bounded and described as follows:

"Un terrain de quadrangulaire, borné successivement vers l'Ouest par une partie du lot 12, vers le Nord par une partie du lot 12-1, vers l'Est par une partie du lot 12-1, étant la rue Butterfield et vers le Sud par le lot 12-2.

En assumant que la direction vers l'Ouest de la ligne Nord du lot 12-2 du cadastre du Village de Rock Island est un gisement géodésique de 255°12'55" et partant du coin Nord-Ouest dudit lot, étant le point de départ de la parcelle à décrire; de là vers le Nord-Ouest, suivant un gisement de 2°21'14" une distance de 6,86 mètres jusqu'à un point; de là, vers l'Est, suivant un gisement de 79°40'15" une distance de 32,20 mètres jusqu'à un point; de là, vers le Sud, suivant un gisement de 192°48'25" une distance de 4,57 mètres jusqu'à un point; de là, vers l'Ouest, suivant un gisement de 255°12'55" une distance de 32,00 mètres jusqu'au point de départ. Contenant en superficie 172,6 mètres carrés"

The whole without building.

The whole as mentionned on the technical description prepared by Mr. Christian LEFEBVRE, land-surveyor on February twenty-second, in the year two thousand eight (2008-02-22) under the number FOUR THOUSAND EIGHT HUNDRED THIRTY-ONE (4831) of his minutes.

6.6.2 This agreement is entered into by gratuitous title.

6.6.3 The PURCHASER declares have took knowledge of it, declares itself satisfy of it and accepts all conditions of this personnal right of use.

6.6.4 To these presents came and intervened **Mrs. Effiegene HAYWARD**, retired, residing and domiciled at 1 Butterfield, STANSTEAD, province of Quebec, JOB 3E2;

Hereinafter called, " THE INTERVENER "

Who declares have took knowledge of the said personnal right of use, declares itself satisfy of it and accepts all conditions of this personnal right of use.

ARTICLE VIIPRICE

7.1The present sale is thus made for the price of **EIGHTY-NINE THOUSAND DOLLARS (89 000,00 \$)** that the VENDOR acknowledges to have received from the PURCHASER at the time of these presents, whereof quit in full.

ARTICLE VIIIEXTINCTION OF SERVITUDE

8.1 The INTERVENER **Mrs. Effiegene HAYWARD**, in view of the extinction hereby of a servitude, have declared as follows:

8.1.1 Parking Servitudes was created over the immovable property belonging to Mr. Guy LANG and Mrs. Beverly GREENWOOD hereinabove mentionned at paragraphs 2.1.1 and 2.1.2 (servient land), in favour of the immovable belonging to Mrs. Effiegene HAYWARD, hereinafter mentionned at paragraph 9.1.2 (dominant land) in virtue of the following deeds:

-Deed of servitude between Mrs. Effiegene HAYWARD, Mr. Guy LANG and Mrs. Beverly GREENWOOD, executed before Mtre Pierre LANGLOIS, Notary, on March fifth, in the year two thousand one (2001-03-05) and published at the land registry division of Stanstead, under number 200 185;

-Deed of donation consented by Mrs. Effiegene HAYWARD in favour of Mr. Guy LANG and Mrs. Beverly GREENWOOD, executed before Mtre Pierre CHARLAND, Notary, on February eleventh, in the two thousand four (2004-02-11) and published at the land registry division of Stanstead, under number 11 075 278;

8.1.2 Mrs. Effiegene HAYWARD no longer needs there Parking Servitudes and Mrs. Effiegene HAYWARD, Mr. Guy LANG and Mrs. Beverly GREENWOOD have agreed to terminate same.

8.1.3 Wherefore, Mrs. Effiegene HAYWARD, Mr. Guy LANG and Mrs. Beverly GREENWOOD have agreed that the aforesaid Parking Servitudes shall be extinguished as of the date hereof and all obligations resulting therefrom shall immediately cease.

ARTICLE IX PARKING SERVITUDE

9.1 The INTERVENER Mrs. Effiegene HAYWARD needs a parking servitude. The PURCHASER agrees to grant a parking servitude to the benefit of the dominant immovable hereinafter described and for these purposes, the PURCHASER hereby establishes on his immovable property hereinafter described at paragraph 9.2.1, being the servient land, in favour of the immovable of the INTERVENER, hereinafter described at paragraph 9.2.2, being the dominant land, a real and perpetual parking servitude to be used by the INTERVENER and her guests, consisting of a right to park highway motor vehicles of any kinds over the servient land and to exercised over the servient land described.

9.1.1 Description of the servient land

An immovable property situated in the Town of Stanstead, being Part of the subdivision **ONE** of the original lot number **TWELVE (part 12-1)** upon the Official Cadastre of the "**VILLAGE OF ROCK ISLAND**", registration division of **Stanstead**, more amply bounded and described as follows:

"Un terrain borné successivement vers l'Ouest par une partie du lot 12-1, vers le Nord par une partie du lot 12-1, vers l'Est par une partie du lot 12-1, étant la rue Butterfield et vers le Sud par le lot 12-2.

En assumant que la direction vers l'Ouest de la ligne Nord du lot 12-2 du cadastre du Village de Rock Island est un gisement géodésique de 255°12'55" et partant du coin Nord-Est dudit lot, étant le point de départ de la parcelle à décrire; de là vers le Nord-Est, en suivant la limite Ouest de la rue Butterfield; une distance d'environ 4,57 mètres; de là vers l'Ouest, une distance d'environ 6,00 mètres; de là vers le Sud, une distance d'environ 4,57 mètres et vers l'Est, une distance d'environ 6,00 mètres".

9.1.2 Description of the dominant land

A certain piece of land known and designated as being Part of the subdivision **ONE** of the original lot number **TWELVE (part 12-1)** upon the Official Cadastre of the "**VILLAGE OF ROCK ISLAND**", registration division of **Stanstead** This said piece of land is more fully described and bounded as follows:

Starting at the intersection point of the East side of Butterfield Court road and the North-West line of the part of lot 12-1, belonging to "Litton Business and Industrial Systems of

Canada Ltd" or representative(s); thence from that point, following the Butterfield Court, in a North-West and North direction, a distance of sixty-nine feet (69'), more or less; thence from that point, in a North direction always following the Butterfield Court, a distance of sixty-seven feet (67'), more or less; thence, from that point, in an East direction, perpendicularly to the Butterfield Court, a distance of fifty-five feet (55'), more or less; thence from that point, in a South direction parallel to the Butterfield Court, a distance of sixty-seven feet (67'), more or less; thence from that point, in a South-West direction, a distance of forty-five feet (45'), more or less, down to the starting point.

Bounded towards the West by the Butterfield Court; towards the South-West by the Butterfield Court; towards the South-East and towards the East by another part of said lot 12-1, belonging to "Litton Business and Industrial Systems of Canada Ltd" or representative(s); towards the North by another part of the said lot number 12-1, belonging to Guy LANG and Beverly GREENWOOD or representative(s).

With all the buildings thereon rected and being situated in the Town of Stanstead (1, Butterfield), province of Quebec, J0B 3E2.

9.1.3 Conditions of the Parking Servitude

9.1.3.1 All works of maintenance and repair to the servient land shall be at the expense of the INTERVENER.

9.1.3.2 There should be no repairs made to vehicles while parked on the servient land.

9.1.3.3 No disabled vehicles are allowed on the servient land.

9.1.3.4 This servitude is granted by gratuitous title.

ARTICLE XCIVIL STATUS

10.1 Mr. Guy LANG and Mrs. Beverly GREENWOOD declare to be married together, both in a first marriage, under the legal regime of Separation as to property under the laws of the province of Ontario where they were both domiciled at the time of their marriage and after, which marriage took place at Stanstead, province of Quebec on August twentieth in the year nineteen hundred and eighty-three (1983-08-20) and that their civil status nor matrimonial regime have been nor are in the process of being changed.

10.2 Mr. Galen SMITH declares to be legally divorced after a first marriage, from Mrs. Marlene NEVELL, by judgment of the Superior Court for the District of St-Francis, rendered on September seventeenth in the year nineteen hundred and ninety-three (1993-09-17), record number 450-12-015034-930, followed by a certificate of divorce on October eighteenth in the year nineteen hundred and ninety-three (1993-10-18) and that he has not since been remarried or civilly united.

10.3 Mrs. Loriann HUNT declares to be a bachelor of full age, never having been married or civilly united.

10.4 Mrs. Effiegene HAYWARD declares to be widowed, after a first marriage from Mr. Robert GREENWOOD, who died on December thirty-first in the year two thousand (2000-12-31), with whom she was married under the legal regime of Separation as to property under the laws of the province of Ontario where they were both domiciled at the time of their marriage and after, which marriage took place at Stanstead, province of

Quebec on December seventeenth in the year nineteen hundred and fifty-three (1953-12-27) and that she has not remarried or civilly united since his death.

ARTICLE XIDECLARATION CONCERNING

THE PRELIMINARY CONTRACT

11.1 This sale is made in execution of the Promise to Purchase and annex signed by the PURCHASER on December twenty-ninth in the year two thousand seven (2007-12-29) and of a counter-proposal accepted by the VENDOR on December thirtieth in the year two thousand seven (2007-12-30). Unless conflicting with the present, the parties confirm the agreements contained in the preliminary contract, but not reproduced herein.

ARTICLE XIIINTERPRETATIVE CLAUSE

12.1The words "VENDOR" and "PURCHASER" used at the masculine singular gender in the present deed of sale, may mean one or more male or female persons as well as one or more physical persons or corporations.

12.2The word "immovable property" used without any other qualification in the present deed, means each and every one of the immovable herein above sold.

12.3The titles of the paragraphs of the present deed of sale do not form part of the present deed and are used for purposes of information only.

ARTICLE XIIIPARTICULARS REQUIRED UNDER SECTION 9 OF THE ACT TO AUTHORIZE MUNICIPALITIES TO COLLECT DUTIES ON TRANSFERS OF IMMOVABLES

13.1The grantor, **Guy LANG** and **Beverly GREENWOOD** has his principal residence at 3 Butterfield Street, STANSTEAD, province of Quebec, J0B 3E2.

13.2The grantee, **Galen SMITH** and **Loriann HUNT** has his principal residence at 954 Mill Road, AYER'S CLIFF, province of Quebec, J0B 1C0.

13.3The immovable being the object of the said transfer is situated in the Town of STANSTEAD.

13.4The said transferor is of a corporeal immovable and not a transfer of both a corporeal immovable and movables which are permanently physically attached or joined to an immovable without losing their individuality and without being incorporated with the immovable and which, in the immovable, are used for the operation of an enterprise or for the carrying on activities (article 1.0.1).

13.5The grantor and the grantee established the value of the counterpart to the amount of **EIGHTY-NINE THOUSAND DOLLARS (89 000,00 \$)**.

13.6The grantor and the grantee established the amount constituting the imposition base of the mutation rights to the amount of **EIGHTY-NINE THOUSAND DOLLARS (89 000,00 \$)**.

13.7The amount of the mutation rights is **SIX HUNDRED AND FORTY DOLLARS (640,00 \$)**, representing the percentage anticipate by the Law of the value in compensation.

WEREOF ACT at COATICOOK, under the minutes number **SEVEN THOUSAND FOUR HUNDRED AND NINETY-EIGHT (7498)** of the undersigned notary.

AFTER DUE READING HEREOF, the parties sign in the presence of the undersigned notary.

Guy LANG

Beverly GREENWOOD

Galen SMITH

Loriann HUNT

Effiegene HAYWARD

Mtre Anne-Sophie FRANCOEUR, Notary.

Copie conforme de l'original demeuré en mon étude.

Me Anne-Sophie FRANCOEUR, notaire

Signé électroniquement par:

Anne-Sophie FRANCOEUR, Notaire

Signatures numériques

Reproduction du nom du signataire du document numéro 15 164 821

Anne-Sophie Francoeur

Nom du signataire du document 15 164 821

*Je certifie que la réquisition présentée le 2008-05-02 à 10:16 a été inscrite au Livre
foncier de la circonscription foncière de Stanstead
sous le numéro 15 164 821.*

Identification de la réquisition

Mode de présentation :	Acte
Forme :	Notariée en minute
Notaire instrumentant :	Me Anne-Sophie FRANCOEUR
Numéro de minute :	7498