

STATUS OF TITLE

Title Number **1631026/4**

Title Status **Accepted**

Client File



1. REGISTERED OWNERS, TENANCY AND LAND DESCRIPTION

D & D HACAULT FARMS INC.

IS REGISTERED OWNER SUBJECT TO SUCH ENTRIES RECORDED HEREON,
IN THE FOLLOWING DESCRIBED LAND:

NE 1/4 1-5-12 WPM
EXCEPTING - ALL MINES AND MINERALS AS RESERVED
IN THE ORIGINAL GRANT FROM THE CROWN

The land in this title is, unless the contrary is expressly declared, deemed to be subject to the reservations and restrictions set out in section 58 of *The Real Property Act*.

2. ACTIVE INSTRUMENTS

Instrument Type: **Caveat**
Registration Number: **97-8516/4**
Instrument Status: **Accepted**

Registration Date: 1997-10-21
From/By: MTS NETCOM INC.
To:

Amount:
Notes: NLY 12 M
Description: No description

Instrument Type: **Mortgage**
Registration Number: **1016270/4**
Instrument Status: **Accepted**

Registration Date: 1999-03-02
From/By: D & D HACAULT FARMS AND D.J.R. HACAULT & D.A. HACAULT
To: FARM CREDIT CORPORATION

Amount: \$340,000.00
Notes: No notes
Description: No description

Instrument Type: **Mortgage**
Registration Number: **1175688/4**
Instrument Status: **Accepted**

Registration Date: 2012-10-19
From/By: D & D HACAULT FARMS INC., ET AL
To: FARM CREDIT CANADA

Amount: \$350,000.00
Notes: No notes
Description: No description

3. ADDRESSES FOR SERVICE

D & D HACAULT FARMS INC.
P.O. BOX 194
SWAN LAKE MB
R0G 2S0

4. TITLE NOTES

No title notes

5. LAND TITLES DISTRICT

Morden

6. DUPLICATE TITLE INFORMATION

Duplicate not produced

7. FROM TITLE NUMBERS

A58343/4 Part

8. REAL PROPERTY APPLICATION / CROWN GRANT NUMBERS

No real property application or grant information

9. ORIGINATING INSTRUMENTS

Instrument Type: **Transfer Of Land**
Registration Number: **1016268/4**

Registration Date: 1999-03-02
From/By: DANIEL JOHN ROBERT HACAULT AND DEBORAH ANNE HACAULT
To: D & D HACAULT FARMS INC.
Consideration: \$180,000.00

10. LAND INDEX

NE 1-5-12W
EXC M&M IN OGC

CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA STORAGE
SYSTEM OF TITLE NUMBER 1631026/4

Certificate of Registration

Registered this date OCT 21 1997
as No. 978516

I certify that the within instrument was registered in the
MORDEN Land Titles Office and entered on
Certificate of Title No. A58343

R. B. Burnett For District Registrar
New Certificate of Title No. _____

CA 0387

LAND TITLES OFFICE
OCT 21 1997
MORDEN, I.M.M.

978516

Part 1152343⁰⁰⁵ R. B. Burnett Return

30 -

aveat

Manitoba
Consumer & Corporate Affairs
Land Titles

L T T L E O N L Y	L.T. OFFICE
	PRE-CHECK
	FEE CHARGED
	DOCUMENT NUMBER

District of Morden

File 95/022 133

1. CAVEATOR

MTS NetCom Inc. (as assignee of Manitoba Telecom Services Inc., the successor corporation to The Manitoba Telephone System) 489 Empress Street, PO Box 6666, Winnipeg, Manitoba R3C 3V6 claims an interest in the following land and forbids the registration of any instrument affecting this interest unless such instrument be expressed to be subject to its claim.

2. PARTICULARS OF ESTATE OR INTEREST CLAIMED

An agreement in writing dated the 24th day of January 1995 between

Daniel John Robert Hacault and Deborah Anne Hacault as joint tenants

and the within Caveator whereby the said

Daniel John Robert Hacault and Deborah Anne Hacault as joint tenants

grants to the within Caveator an easement or right-of-way for the purpose of constructing, erecting, laying and maintaining underground telecommunications lines and cables with pedestals as more specifically described in the agreement hereto attached and marked as exhibit "A".

3. LAND (description)

NLY 12 meters perp of N 1/2 1-5-12 WPM.

Exc. thereout: All mines and minerals as reserved in the original Grant from the Crown.

TITLE NUMBER(S) A58343

* if additional room required, attach schedule

4. NAME AND ADDRESS OF REGISTERED OWNER(S) FOR SERVICE (include postal code)

Daniel John Robert Hacault and Deborah Anne Hacault

Box 194
Swan Lake, MB
R0G 2S0

* if additional room required, attach schedule

5. ADDRESS OF CAVEATOR FOR SERVICE (include postal code)

MTS NetCom Inc.
Property Acquisition
Room B504 - 489 Empress Street
PO Box 6666
Winnipeg, Manitoba R3C 3V6

6. SIGNATURE OF CAVEATOR

- That I, William F. Johnstone, am the agent of MTS NetCom Inc., the within Caveator, and I verily believe the statements herein are true in substance and in fact.
- The said Caveator has a good and valid claim upon the within land, and this caveat is not filed for the purpose of delaying or embarrassing any person.

William F. Johnstone

SIGNATURE

DATE
Y M D
97 10 14

7. EVIDENCE -- FARM LANDS OWNERSHIP ACT, R.S.M. 1987 c. F53

The within lands are not farm lands within the definition of section 1(1) of *The Farm Lands Ownership Act*.

William F. Johnstone
Agent

CONFIRMATION OF REGISTRATION

97 10 14

DATE

Y M D

97 10 14

8. INSTRUMENT PRESENTED FOR REGISTRATION BY, include address and postal code.

MTS NetCom Inc.
Property Acquisition
Room B504 - 489 Empress Street
PO Box 6666
Winnipeg, Manitoba R3C 3V6

IMPORTANT NOTICE: By virtue of Section 194 of The Real Property Act, any statement set out in this document and signed by the party making the statement has the same effect and validity as an oath, affidavit, affirmation or statutory declaration given pursuant to The Manitoba Evidence Act.



THE MANITOBA TELEPHONE SYSTEM
RIGHT-OF-WAY AGREEMENT

MTS FORM 1022
94-09 (06)

File # 95/072
Tract # 133
Rel #

THIS AGREEMENT made in quadruplicate this 20th day of JANUARY, 1995

BETWEEN: DANIEL JOHN ROBERT HACAULT AND DEBORAH ANNE HACAULT AS JOINT TENANTS,

(hereinafter referred to as the "Grantor")

and

THE MANITOBA TELEPHONE SYSTEM
(hereinafter referred to as "MTS")

1. In consideration of the payment of Sixty ----- Dollars (\$ 60.00), the receipt of which is acknowledged, the Grantor, being the registered owner of the land described below (the "Land"), grants to MTS a right, licence and easement over, across, upon and under the Land (the "Right-of-Way"), with permission to enter upon the Right-of-Way and to construct, maintain, repair, remove, add and replace buried telephone and telecommunications lines, wires, cables, equipment, and pedestals as may be required (the "Telecommunications Plant") on, within and under the Right-of-Way: NLY 17 METERS PERP OF H 1/2 1-5-12 WPM.

EXC THEREOUT: ALL MINES AND MINERALS AS RESERVED IN THE ORIGINAL GRANT FROM THE CROWN.

Title(s): A58343

COPY SENT
TO OWNER

FEB 21 1995

2. MTS shall exercise the rights granted under this Agreement in a careful manner so as to cause a minimum of inconvenience or damage to the Grantor. In addition to the consideration specified in paragraph 1 above, MTS shall pay reasonable compensation to the Grantor for damage to the Grantor's crops which is caused in the exercise of the rights granted under this Agreement. Where damage to the Land or improvements to the Land is caused in the exercise of these rights, MTS or its contractors or agents shall restore the Land or improvements to the Land to a condition which is as close as reasonably practicable to the condition thereof immediately prior to the exercise of these rights, and, where such restoration cannot be effected, MTS shall pay reasonable compensation to the Grantor in respect of such damage.
3. The Grantor grants to MTS the right of free and unimpeded access to any part of the Right-of-Way for the purposes described in paragraph 1 above, which rights may be exercised without charge and at any and all times by MTS or its contractors or agents. MTS agrees that any tree or brush clearing or removal within the Right-of-Way shall be undertaken by mutual agreement of the Grantor and MTS. In the event MTS must re-enter the Right-of-Way for any of the purposes described in paragraph 1 above, MTS, wherever practicable, will notify the Grantor in advance of such re-entry, provided that the lack of such notification to the Grantor shall not in any way affect MTS' rights under this Agreement.
4. The Grantor agrees to provide reasonable notice to MTS of its intention to excavate or to remove the soil from or within the Right-of-Way, so as to enable MTS to undertake such measures as may be necessary to protect the Telecommunications Plant against damage.
5. The Grantor agrees to obtain the consent of MTS before erecting or permitting the erection of any building or structure on or within the Right-of-Way, which consent shall not be unreasonably withheld by MTS.
6. The Grantor acknowledges that a plan of survey with respect to the Right-of-Way granted under this Agreement may be registered at the Land Titles Office by MTS. Upon registration of this plan of survey, the Grantor authorizes and directs MTS to insert in this Agreement, where there is a blank space left for that purpose, the registered plan number. The Grantor agrees that such insertion shall not affect this Agreement or the rights granted under this Agreement, and that this Agreement shall have the same force and effect as though the registered plan number had been included at the time of its execution, and MTS, following the insertion of the registered plan number, shall be entitled to register this Agreement by way of caveat. The Grantor agrees that notwithstanding that the plan number may be absent at the time of the execution of this Agreement, MTS shall be entitled to enter upon the Land to the extent and subject to the terms specified in this Agreement.
7. To the intent that the rights, licences and privileges contained in this Agreement may run with the Land, the Grantor covenants and agrees that such rights, licences and privileges shall enure to the benefit of MTS, its successors and assigns, and shall be binding upon the Grantor and the Grantor's successors in title, and the owners or occupiers for the time being of the Land or any part of the Land.

IN WITNESS WHEREOF the parties have executed this Agreement on the above date.

Michael W. Hume
Witness

Daniel Hacault
DANIEL JOHN ROBERT HACAULT

Debbie Hacault
DEBORAH ANNE HACAULT

THE MANITOBA TELEPHONE SYSTEM

Per: [Signature]
Authorized Signing Officer



The Homesteads Act

Consent To Disposition And Acknowledgment (Attached To Instrument)

133 File: 95/022

I, _____, the spouse of the Grantor named in the attached instrument, consent to the disposition of the homestead effected by the attached instrument made between my spouse and The Manitoba Telephone System affecting the homestead legally described in the attached instrument and acknowledge that:

1. I am aware that *The Homesteads Act* gives me a life estate in the homestead and that I have the right to prevent this disposition of the homestead by withholding my consent.
2. I am aware that the effect of this consent is to give up my life estate in the homestead to the extent necessary to give effect to this disposition.
3. I execute this consent apart from my spouse freely and voluntarily without any compulsion on the part of my spouse.

(Name of Spouse) _____ (Signature of Spouse) _____ (Date) _____

(Name of Witness) _____ (Signature of Witness) _____ (Date) _____

A Commissioner for Oaths in and for the Province of Manitoba. My commission expires _____

AFFIDAVIT OF EXECUTION

CANADA
PROVINCE OF MANITOBA
TO WIT: }

I, Michael W. Hanson
of the City of Winnipeg
in the Province of Manitoba, RIGHT OF WAY AGENT
make oath and say:

1. THAT I was personally present and did see
2. THAT I know the said part(ies) and am satisfied that of the full age of eighteen years.
3. THAT the said instrument was executed at

DEBORAH ANNE HACAULT and DANIEL JOHN ROBERT HACAULT
the within Grantor(s) execute the within instrument.
they are

RM of Lorne
aforesaid and that I am a subscribing witness thereto.

Michael W. Hanson

Sworn before me at the City
of Winnipeg in the
Province of Manitoba, this 2nd
day of February

1995

A Notary Public for the Province of Manitoba
IN AND FOR THE PROVINCE OF MANITOBA
MY COMMISSION EXPIRES 23rd Nov. 1996

R L Lind

AFFIDAVIT OF GRANTOR

CANADA
PROVINCE OF MANITOBA
TO WIT: }

DEBORAH ANNE HACAULT
and I DANIEL JOHN ROBERT HACAULT
(both) of the City of Lorne
in the Province of Manitoba,
(severally) make oath and say:

1. THAT I am (one of) the within named Grantor(s) and that I am of the full age of eighteen years.
2. THAT I am (one of) the (person(s) entitled to be) registered owner(s) of the within described lands.
3. THAT my Co-Grantor is the husband of me, DEBORAH ANNE HACAULT (one of)
the Grantors.
4. THAT my Co-Grantor is the wife of me, DANIEL JOHN ROBERT HACAULT (one of)
the Grantors.
5. THAT I have no husband/wife.
6. THAT the person who consents as husband/wife to the attached instrument is the husband/wife of me, (the Grantor.)
7. THAT no part of the land referred to in the attached instrument is, or ever has been, the homestead of me.

with the meaning of the The Homesteads Act.

(Severally) Sworn before me at the City
of Lorne in the
Province of Manitoba the 27th
day of January 1995

Michael W. Hanson

Debbie Hacaault
DEBORAH ANNE HACAULT
Daniel Hacaault
DANIEL JOHN ROBERT HACAULT

Daniel John Robert Hacault and
Deborah Anne Hacault
Box 194
Swan Lake MB ROG 2S0

97-8516

Property Assessment Report

Municipality: 144 - MUNICIPALITY OF LORNE **Roll No:** 206000.000 REAL PROPERTY

Dwelling Units: 0 **Frontage or Area:** 160.00 ACRES

Legal Description: NE1-5-12W **Civic Address:**

School Division: PRAIRIE SPIRIT **Community Area:** MARIAPOLIS RINK **Ward:**

Certificate of Title / Land Title Office:

1631026 / MORDEN

Tax Year	Assessment Reference Date	Class	Tax Status	Land	Buildings	Total
2024	Apr 1, 2021	FARM PROPERTY	TAXABLE	663,300	-	663,300
2023	Apr 1, 2021	FARM PROPERTY	TAXABLE	663,300	-	663,300
2022	Apr 1, 2018	FARM PROPERTY	TAXABLE	641,900	-	641,900
2021	Apr 1, 2018	FARM PROPERTY	TAXABLE	641,900	-	641,900
2020	Apr 1, 2018	FARM PROPERTY	TAXABLE	641,900	-	641,900
2019	Apr 1, 2016	FARM PROPERTY	TAXABLE	614,900	-	614,900
2018	Apr 1, 2016	FARM PROPERTY	TAXABLE	614,900	-	614,900
2017	Apr 1, 2014	FARM PROPERTY	TAXABLE	527,000	-	527,000
2016	Apr 1, 2014	FARM PROPERTY	TAXABLE	527,000	-	527,000
2015	Apr 1, 2012	FARM PROPERTY	TAXABLE	291,100	-	291,100
2014	Apr 1, 2012	FARM PROPERTY	TAXABLE	291,100	-	291,100
2013	Apr 1, 2010	FARM PROPERTY	TAXABLE	252,500	-	252,500
2012	Apr 1, 2010	FARM PROPERTY	TAXABLE	252,500	-	252,500
2011	Apr 1, 2008	FARM PROPERTY	TAXABLE	192,100	-	192,100
2010	Apr 1, 2008	FARM PROPERTY	TAXABLE	192,100	-	192,100
2009	2003	FARM PROPERTY	TAXABLE	125,500	-	125,500
2008	2003	FARM PROPERTY	TAXABLE	125,500	-	125,500

Legal:

NE-01-05-12-W

* The assessment information you are viewing was included with the 2024 Fall Preliminary Assessment Roll that the assessor prepared for the MUNICIPALITY OF LORNE.