

Direction des renseignements, de l'accès à l'information  
et des plaintes sur la qualité des services

PAR COURRIEL

Québec, le 13 mars 2020

Objet : Demande d'accès n° 2020-02-098 – Lettre de réponse

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Monsieur,

La présente fait suite à votre demande d'accès, reçue le 10 février dernier, concernant les droits de grève et les détails de l'entente entre la municipalité et le gouvernement du Québec, en rapport avec l'Anse de Bellechasse et la Page de Bernier-sur-mer.

Les documents suivants sont accessibles. Il s'agit de :

1. Lettre patente du 25 janvier 1864, 8 pages;
2. Bail annuel du 26 juin 1985, 4 pages.

Conformément à l'article 51 de la Loi sur l'accès aux documents des organismes publics et sur la protection des renseignements personnels (RLRQ, chapitre A-2.1), nous vous informons que vous pouvez demander la révision de cette décision auprès de la Commission d'accès à l'information. Vous trouverez, en pièce jointe, une note explicative concernant l'exercice de ce recours ainsi qu'une copie des articles précipités de la Loi.

Pour obtenir des renseignements supplémentaires, vous pouvez communiquer avec M. Sergimar Martins De Araujo, analyste responsable de votre dossier, à l'adresse courriel [sergimar.martinsdearaujo@environnement.gouv.qc.ca](mailto:sergimar.martinsdearaujo@environnement.gouv.qc.ca), en mentionnant le numéro de votre dossier en objet.

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

La directrice,

ORIGINAL SIGNÉ PAR

Julie Samuël

p. j. 3

Province of Canada

Lordship

J. Michel

Victoria, by the Grace of God of the United Kingdom of Great Britain and Ireland Queen, Defender of the Faith &c &c

Letters Patent

in favor of the Honorable Charles Alleyne for two Beach lots at St Valier

To all to whom these Presents shall come, or whom the same may in any wise concern

Greeting

Dated 23<sup>rd</sup> January 1867

Whereas our Loving Subject The Honorable Charles Alleyne, of the City of Quebec hath humbly entreated Us to grant unto him his heirs and assigns for ever, two certain beach lots situate lying and being in front of the Seigniorie of St Valier in the District of Montmagny, on the South shore of the River St Lawrence in our said Province of Canada; and whereas it hath been considered by our Administrator of the Government of our said Province, by and with the advice of our Executive Council thereof, reasonable and advisable that we should grant unto the said Charles Alleyne, his heirs and assigns for ever the said lots or Pieces of Land; Now Know Ye, that having taken the premises into our Royal Consideration, and judging the said request to be reasonable, and being therefore willing to grant unto the said Charles Alleyne, his heirs and assigns for ever the said lots or Pieces of Land: We, of our special grace, certain Knowledge and mere motion have granted and confirmed, and by these presents do grant and confirm for Us, our Heirs and Successors, unto the said Charles Alleyne his heirs and assigns for ever, the said lots or Pieces of Land, situate lying and being, in front of the Seigniorie of St Valier, in the District of Montmagny, on the South shore of the River St Lawrence as aforesaid, viz: Firstly all that Beach lot number One bounded and abutted as follows to wit on the north west and South west by high water mark of the River St Lawrence, on the North East by a line drawn from Point St Valier South Easterly to meet the seigniorial line between St Valier and Berthier and terminating at the "Canal de Bellechasse" on River Bellechasse, on the South East by the said river Bellechasse beginning at "Point St Valier" aforesaid at high water mark as at the point A on the plan hereunto annexed and thence running South forty five degrees East (astronomically) to meet the said line between St Valier and Berthier, the line AB being in continuation of and on the same bearing as the said seigniorial line, three thousand feet more or less to the Northern Bank of the River Bellechasse aforesaid (at low tide) as at B, thence along the said river Southwesterly to its intersection with the line of division between the properties of Jean Baptiste Verquin and Charles Alleyne aforesaid prolonged to the River

Recorded 15<sup>th</sup> February 1867

W. A. M. in the Dept. of the Reg.



BAIL ANNUEL, Loi sur le régime des eaux, (L.R.Q. ch. R-13)

No: 8586-45

Dossier: 496/1985

L'an mil neuf cent quatre-vingt-cinq,  
le vingt-sixième jour du mois de juin.

LE GOUVERNEMENT DU QUÉBEC,  
ici représenté par monsieur Pierre B. Meunier, sous-ministre  
du ministère de l'Environnement, autorisé aux présentes en ver-  
tu des articles 3, 4 et 7 de la Loi sur le ministère de l'Envi-  
ronnement (L.R.Q. Ch. M-15.2).

ci-après appelé le BAILLEUR,

LEQUEL loue à La Corporation Municipale de Berthier-sur-Mer

demeurant à 8, rue Boul. Blais Est  
Berthier-sur-Mer, QC  
GOR 1E0

ci-après appelé le LOCATAIRE,  
le terrain ci-après décrit à savoir:

1.- DESCRIPTION:

Un lot de grève et en eau profonde faisant partie du lit  
du fleuve Saint-Laurent en face des lots 318-1 à 318-39  
inclusivement des lots 318-46, 318-40-P, 318-47-P, 80-1,  
79-1-P, 78, 78-1, 77, 77-1, 75, 75-1 et 74-P rang I muni-  
cipalité de la paroisse Berthier-sur-Mer comté Montmagny,  
servant d'assiette à l'aménagement décrit à la clause # 2  
ci-après;

2.- DESTINATION DES LIEUX LOUÉS:

Ce bail est consenti uniquement pour les fins suivantes:

Maintenir une plage publique sans autre aménagement cou-  
vrant une superficie de 2.77 acres (1 412,8 m<sup>2</sup>) et telle  
que représentée par un trait rouge sur le relevé technique  
dont une copie est jointe au présent bail.

3. DUREE:

Ce bail est consenti pour une durée de un (1) an à compter du 1<sup>er</sup> juin 1985; il se renouvellera automatiquement par tacite reconduction, d'année en année, aux mêmes conditions, à moins que l'une des parties n'ait manifesté à l'autre par lettre recommandée expédiée au moins soixante (60) jours avant l'expiration du bail, son intention de ne pas renouveler ou son intention quant au bailleur, d'en modifier les conditions.

4.- LOYER:

Le présent bail est consenti moyennant le paiement par le locataire, d'un loyer annuel de trois cent quinze dollars (315,00 \$). Ce loyer est exigible en entier à la signature du bail et, le jour de son renouvellement. Il doit être acquitté au moyen d'un chèque visé ou d'un mandat-poste, fait payable à l'ordre du ministre des Finances et adressé au ministère de l'Environnement, 2360 Chemin Ste-Foy, QC G1V 4H2. Un intérêt sera chargé sur tout solde impayé conformément à l'article 16 du répertoire des politiques administratives du Conseil du Trésor et au taux prévu à l'article 28 de la Loi sur le ministère du Revenu (L.R.Q., Ch. M-31).

5.- RISQUE DU LOCATAIRE:

Tous aménagements sur les lieux loués, y compris ceux qui y sont autorisés spécifiquement à la clause 2, sont faits au risque du locataire et celui-ci ne pourra réclamer aucune indemnité pour la perte des ouvrages et constructions par suite de la résiliation du bail ou de son non-renouvellement.

6.- ALIÉNATION DE LA PROPRIÉTÉ RIVERAINE OU DU BAIL:

La cession du bail seulement de même que la vente, la cession ou l'aliénation de la propriété riveraine des lieux qui ne comporterait pas également la cession du bail à l'acquéreur avec toutes ses obligations, peut entraîner la résiliation du bail ou son non-renouvellement, à moins que le bailleur n'y ait donné son consentement par écrit. Une copie authentique du document comportant la cession du bail et portant le certificat d'enregistrement doit être transmise sans délai au bailleur.

7.- DÉLIMITATION DE LA PROPRIÉTÉ:

Il est convenu que la limite entre la propriété riveraine et celle du domaine public est celle qui est indiquée à la clause 1 intitulée "description". Les limites latérales du terrain loué sont établies sous réserve des droits des voisins; en cas de contestation, le locataire devra assumer tous les frais de délimitation que pourrait encourir le bailleur.

8.- DOMMAGES ET SERVITUDES:

Le locataire est responsable de tous les dommages que pourraient causer ses ouvrages. Rien dans les droits accordés par le présent bail ne porte atteinte aux servitudes ou autres droits similaires dont peuvent bénéficier des tiers sur le terrain loué de même que sur le terrain riverain.

9.- TAXES ET PERMIS:

Le locataire s'engage à payer les taxes municipales et scolaires qui pourraient être imposées sur le terrain loué soit comme taxe locative, soit pour les ouvrages et constructions qui pourraient y être érigés par le locataire.

Le présent bail ne dispense pas le locataire d'obtenir s'il y a lieu, les permis ou autres autorisations requises en vertu des lois et règlements fédéraux, provinciaux et municipaux concernant la navigation, la protection de l'environnement, l'urbanisme, le zonage, etc....

10.- RÉSILIATION:

Le bailleur peut résilier le présent bail en donnant un avis similaire à celui stipulé à la clause 3 intitulée "durée", dans les cas suivants:

- a) Si le locataire utilise les lieux loués pour des fins autres que celles autorisées à la clause 2;
- b) Si le locataire fait défaut de se conformer aux obligations du présent bail et notamment à celle de payer le loyer à la date de son renouvellement.

- c) Si le locataire modifie les lieux ainsi que les constructions et ouvrages mentionnés à la clause 2 ou si ces derniers débordent les lieux loués; s'il entreprend sans l'autorisation écrite du bailleur des travaux de réfection ou de reconstruction; si les constructions et ouvrages engendrent la dégradation des eaux ou créent des foyers de pollution;
- d) Si le locataire vend, cède ou aliène de quelque façon que ce soit la propriété riveraine adjacente aux lieux loués ou s'il cède le bail seulement sans se conformer à la clause 6 intitulée "aliénation de la propriété riveraine ou du bail";
- e) Si les lieux loués ou la propriété riveraine sont expropriés; ou
- f) Si le bailleur requiert les lieux pour toutes fins qu'il juge d'utilité publique.

11.- FIN DU BAIL:

À la fin du bail, qu'elle arrive à la suite d'un avis de non-renouvellement ou par résiliation, le locataire peut abandonner gratuitement au bailleur les ouvrages et constructions érigés sur les lieux loués si ce dernier les accepte, sinon, il doit les enlever à ses frais dans le délai de huit (8) mois après la fin du bail.

À défaut de se conformer à cette obligation dans le délai prévu, le bailleur aura le droit d'enlever les ouvrages et constructions aux frais du locataire et à cette fin ce dernier devra donner accès sur le terrain riverain à toute personne chargée par le bailleur d'effectuer ces travaux avec la machinerie et tout véhicule nécessaires, à l'endroit le moins dommageable et à en payer le coût total y compris tous frais accessoires. De plus, le locataire s'engage personnellement à payer les frais ci-dessus, même dans le cas où il aurait vendu, cédé ou aliéné le terrain riverain, à moins que l'acquéreur ne se soit engagé personnellement et par écrit à assumer ses frais ci-dessus. Une copie de cet engagement devra être expédiée au bailleur dans les trente (30) jours de la date de l'acquisition.

Ce recours est stipulé sans préjudice à tout autre dont le bailleur pourra se prévaloir contre le locataire dans le cas d'inexécution de la présente obligation.

12.- CLAUSE SPÉCIALE:

Il est entendu que le présent bail n'autorise pas le locataire à extraire ou à ajouter des matériaux (sable, gravier, etc.) autres que ceux existants au moment de la location sans le consentement écrit du bailleur.

Le locataire s'engage à maintenir les lieux dans un environnement naturel et à promouvoir la conservation de cette condition naturelle de la plage auprès des utilisateurs.

Fait et signé à Québec en double exemplaire ce  
jour du mois de l'an  
conformément au règlement d'application de  
l'article 2 de la Loi sur le régime des eaux (L.R.Q., C.  
R-13) adopté par l'arrêté en conseil 1792-76 du 19 mai  
1976.

X Suzanne G. Blais X [Signature]  
Temoin Signature du locataire

Maurice Masse  
Le sous-ministre de  
l'environnement  
Par: Maurice Masse  
Directeur général  
des ressources hydriques

Représentent l'état actuel d'une partie du lit du fleuve St-Laurent face au  
parc des lots 74A-B0 et sites municipaux de la paroisse de Deschênes

Projet de loi  
Municipalité de Deschênes

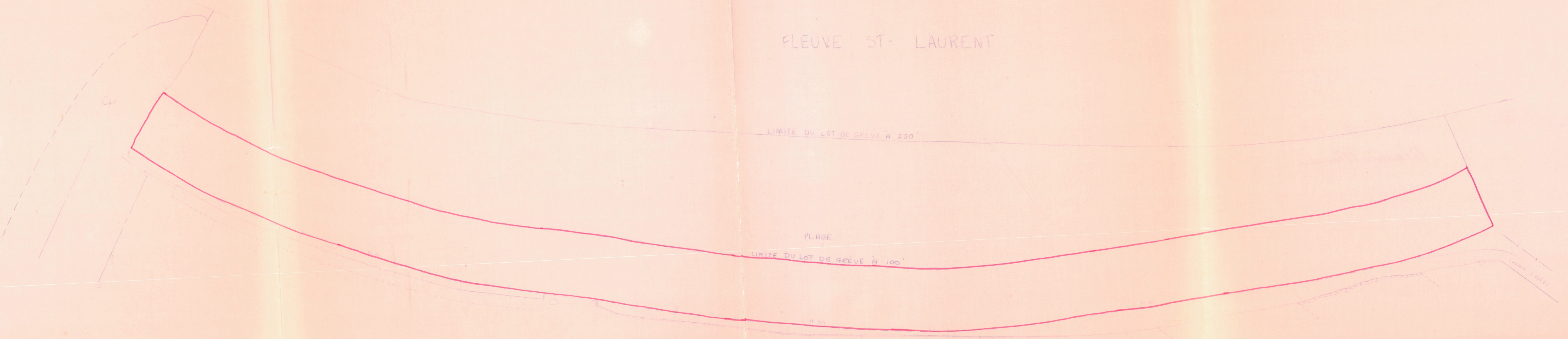
Date: 05-10-17  
Échelle: 1:1000

LÉGENDE	
○	SIÈGE

N.B. La ligne des HAUTES MAREES LOCALS  
CARCA PLAN EST APPROXIMATIVE.  
UNE RECHERCHE PLUS APPROFONDIE DOIT  
ÊTRE EFFECTUÉE ULTERIEUREMENT.

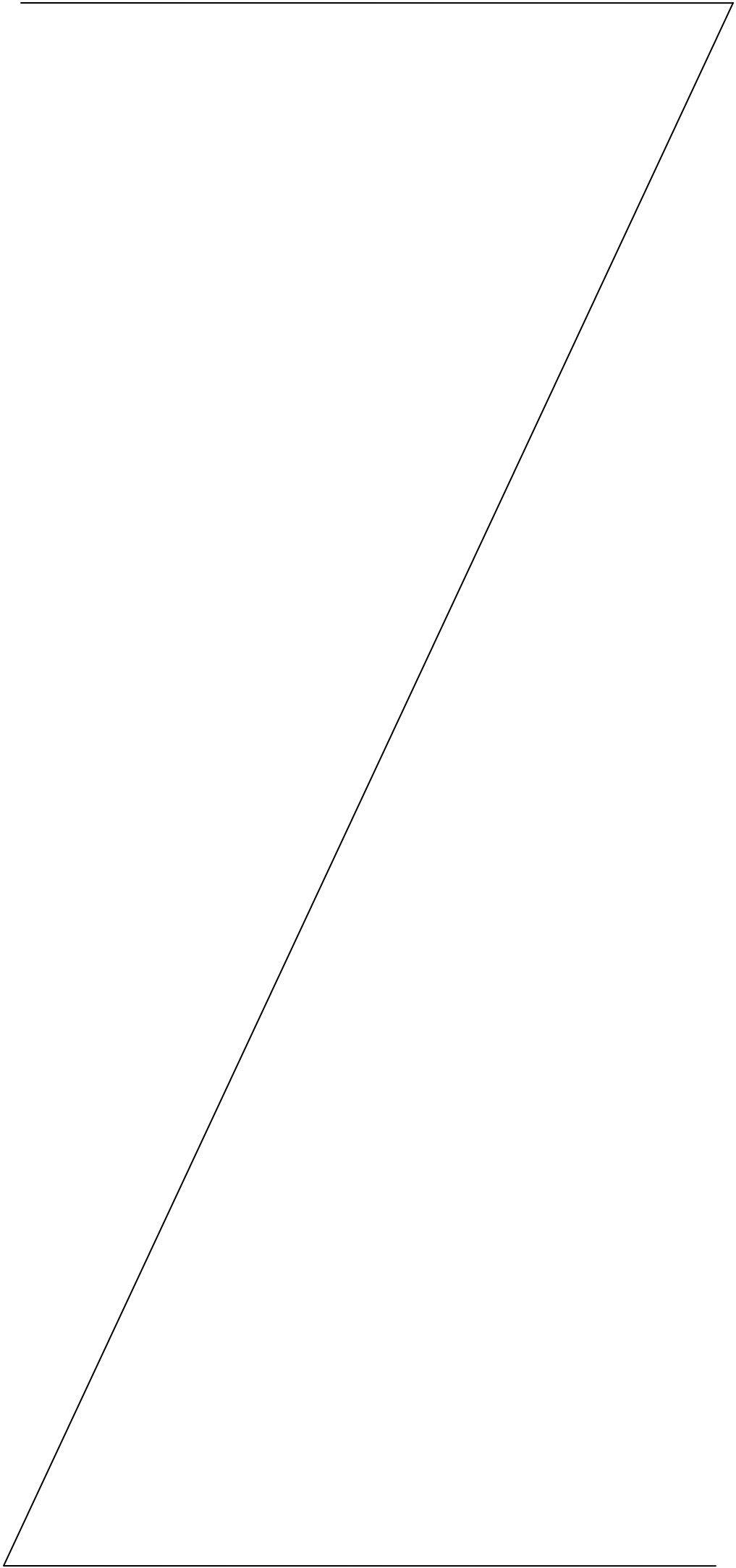


### FLEUVE ST-LAURENT



LOTS: 318-1 à 318-39, 318-46, 318-40-P,  
318-47-P, 80-1, 77-1-P, 78, 78-P,  
77, 77-1, 75, 75-1, 74-P,





River Bellechasse as at **C**, the perpendicular distance being one thousand one hundred and fifty one feet more or less, English measure, thence along the said line so prolonged north forty five degrees west one hundred feet more or less to high water mark aforesaid as at **C**, thence northerly along high water mark as it winds and turns to the place of beginning, The beach lot so bounded and circumscribed containing a superficial area of fifty acres and two rods, more or less, English Measure, Secondly, Beach lot number two bounded and abatted as follows to wit, on the south East by high water mark of the River St Lawrence, on the north west by low water mark on the north East by the prolongation of the north easterly limit of beach lot number one to low water mark, and on the south west by the line of limit between the lands of Jean Baptiste Verzina and the Honorable Charles Alleyne aforesaid prolonged in like manner to low water mark. Beginning at "Point St Valier" aforesaid at high water mark as at the point **A** on the plan hereunto annexed, and thence along the line of limit of beach lot number one prolonged as aforesaid, astronomically north forty five degrees west, four hundred feet to low water mark as at **F**, thence along low water mark south forty eight degrees west one thousand one hundred and fifty five feet more or less to the prolongation of the line of limit aforesaid between Jean Baptiste Verzina and Charles Alleyne as at **E**, thence along the said line so prolonged south forty five degrees East four hundred feet to high water mark as at **D**, thence along high water mark north forty four degrees East one thousand one hundred and fifty one feet more or less to the place of beginning. The beach lot so bounded and circumscribed containing a superficial area of ten acres, and two rods more or less English measure.

To have and to hold the said Lots or Pieces of Land of Us Our Heirs and Successors unto him his heirs and assigns forever to his or their own proper use for<sup>ever</sup> in free and common socage, by fealty, in like manner as Lands are now holden of Us in free and common socage in that part of the United Kingdom of Great Britain and Ireland called England, and subject to the payment of the sum of fifty dollars current money of Our said Province of Canada, to be paid to Our Commissioner of Crown Lands of and for Our said Province of Canada for the time being, for the use of Us Our Heirs and Successors, in lieu of all other Services rents, dues and duties in the manner following, that is to say: One fourth part of the said sum of fifty dollars to wit, the sum of twelve dollars and fifty cents current money aforesaid, shall be paid on or before the issue of these Our Letters Patent and the remaining three fourths of the said first mentioned sum shall be paid in and by four equal Annual instalments on the Expiration of Each and every of the four years immediately following the date of these presents, each of the said instalments being of nine dollars and thirty seven and a half cents current money aforesaid, with

interest

interest thereon from the date of these presents until payment of such  
 instalments respectively; And whereas the said Charles Alleyne  
 hath paid into the hands of Our said Commissioner of Crown  
 Lands, the said sum of twelve dollars and fifty cents current  
 money aforesaid the receipt whereof is hereby acknowledged, We  
 do hereby grant unto the said Charles Alleyne, his heirs and assigns  
 for ever, full power and liberty to use, occupy and enjoy the said  
 lots or pieces of land in any manner that he or they may think fit, by  
 erecting a wharf or wharves, store or stores, or other buildings thereon,  
 and to apply the produce or profits thence arising<sup>to</sup> his or their own  
 use and benefit paying unto Us, Our heirs and successors, the  
 respective sums aforesaid; Provided also, that every such wharf  
 shall be constructed of proper materials in workmanlike manner,  
 and be so loaded as to be capable of resisting any pressure to which  
 any such wharf may be exposed, and shall be faced all round  
 with substantial timber of proper quality so as to prevent the loading  
 from escaping into the river and shall be kept in a complete state  
 of repair; and every such wharf shall be subject to the inspection  
 and approval, and its sufficiency shall be established by the certificate  
 of the Commissioner of Public works for Our said Province, or of  
 any person or persons appointed for that purpose by the Governor,  
 Lieutenant Governor or Person administering the Government of Our  
 said Province; Provided always, that our said grantee his heirs  
 and assigns, do and shall at all times after the construction and  
 erection of any such wharf or wharves on the said lots or pieces of  
 land, permit all and every person or persons whomsoever to use such  
 wharf or wharves for the purposes of moorage and wharfage, and  
 to moor and fasten ships or vessels thereto, and to load and unload  
 any goods, wares and merchandize at any such wharf or wharves,  
 and also to use any crane or cranes erected thereon, upon payment  
 of a reasonable rate as and for moorage, wharfage and craning to be  
 assessed and allowed to the proprietor or wharfinger of such wharf  
 or wharves, by and under the authority and in the manner hereinafter  
 mentioned; and shall leave an open space at one of the ends of  
 every such wharf for a landing place for boats and small crafts, on  
 the said beach to be hereby granted; And we do hereby for Us Our  
 heirs and successors grant to the said Charles Alleyne his heirs and  
 assigns, that it shall and may be lawful for him or them to demand  
 have and receive to and for his or their own use and behoof, from  
 any person or persons whom the same shall or may concern, such  
 reasonable rate and rates as and for moorage, for all ships or vessels  
 which shall be moored or fastened to such wharf or wharves as and for  
 wharfage for all goods, wares and merchandize shipped off, laden or unladen  
 at such wharf or wharves and as and for the use of any crane or cranes to be  
 erected on any such wharf or wharves as shall from time to time be assessed  
 or allowed by the Governor, Lieutenant Governor or person administering the  
 Government of Our said Province; And provided<sup>always</sup> that our said  
 grantee

grantee his heirs and assigns do and shall within three months of  
 the day of obtaining the said certificate, cause to be published in the  
 "Canada Gazette" during four consecutive weeks the tariff of rates so  
 assessed or allowed as aforesaid; Provided further, and these Our  
 Letters Patent are granted upon the further express condition, that if Our  
 said grantee his heirs and assigns, do not, nor shall, erect and build  
 every such wharf in the manner hereinbefore mentioned, or shall  
 not publish the tariff of rates in the manner and within the time  
 hereinbefore described and specified, and if the said certificate be  
 not so as aforesaid, by him or them obtained, and if Our said grantee  
 his heirs and assigns neglect or refuse to keep every such wharf in  
 a complete and proper state of repair to the satisfaction of Our  
 Commissioners of Public Works for Our said Province, then and in  
 any such case, this Our present grant and every thing herein contained,  
 shall cease and become absolutely void, and the said lots or pieces  
 of land hereby granted, shall revert to Us, Our Heirs and successors  
 and become the absolute property of Us, or them, in the same manner  
 as if these presents had never been made, any thing herein contained to  
 the contrary in any wise notwithstanding; and further that in case  
 the said beach lots shall at any time hereafter be laid out for building  
 lots, a sufficient number of cross streets shall be left, open so as to  
 afford easy communication between the public high road in rear of  
 the said beach lot and low water mark in front thereof; and that  
 such streets shall be made in the manner and of the dimensions  
 that shall be prescribed by municipal regulations then lawfully  
 established; And provided also that Our said grantee his heirs  
 and assigns, whenever thereunto required by competent public authority,  
 shall deliver up the ground necessary for completing a width of thirty  
 six feet French measure, on the whole length of the said beach lots  
 as reserved for a Public high way by and in virtue of an ordinance of  
 the Superior Council of Quebec, (Conseil Supérieur de Québec) passed  
 on the thirteenth day of May, in the year of Our Lord one thousand six  
 hundred and sixty-five, intituled, "Ordonnance au sujet des clôtures  
 sur le bord du Fleuve St Laurent;" Provided always nevertheless,  
 And we do, hereby reserve unto Us, Our Heirs and successors, full  
 power and authority to erect and build one or more battery or batteries  
 or any other works of military defence, upon the said lots or pieces of  
 land hereby granted, or any part thereof when Our or their service may  
 require the same; Provided further, and we do also hereby expressly  
 reserve unto Us, Our Heirs and successors, full power and authority,  
 upon giving twelve months previous notice to Our said grantee his  
 heirs or assigns, to resume, for the purpose of public improvement, the  
 possession of the said lots or pieces of land hereby granted or any part  
 thereof, upon payment or tender of payment to him or them of a reasonable  
 sum as indemnity for the ameliorations and improvements which  
 may or shall have been made on the said lots or pieces of land  
 or on such part thereof as may be so required for Public improvements

and

and upon reimbursement to Our said grantee his heirs or assigns, of such sum as shall have been by him or them paid to Our Commissioners of Crown Lands for such Lots or Pieces of Ground or such part thereof so required for public improvements; And in default of the acceptance by Our said grantee his heirs or assigns of such sum so as aforesaid tendered, the amount of indemnity, whether before or after the resumption of possession by Us, Our Heirs or Successors, shall be ascertained by two Experts one of whom shall be nominated and appointed by Our Governor, Lieutenant Governor or Person administering the Government of Our said Province for the time being, and the other by Our said grantee his heirs or assigns, or in the event of a difference of opinion arising between the said Experts, by either of them the said Experts and a Sars Expert or Umpire chosen by them; And provided further and these Our Letters Patent are granted upon the further express condition that nothing in Our said grant contained shall, or shall be construed to, interfere in any way or diminish any rights, privileges, easements or servitudes granted to any Railroad Company by any Statute whatsoever of the Legislature of Our said Province, and further that Our said grantee his heirs and assigns, do and shall in every respect conform and submit to the provisions and requirements of all and every, such Statutes. Provided always and we do hereby reserve unto Us Our Heirs and Successors the right of fishing in front of and on and over the said Lots or Pieces of Land; And we do hereby direct and appoint that within three months from the date of these Our Letters Patent, a copy thereof shall be enregistered in the Office of the Registrar of and for Our said Province of Canada; Provided that in default of such enregistration the whole premises hereby granted shall revert and escheat to Us, Our Heirs and Successors, and become the absolute property of Us or them in the same manner as if the present grant had never been made, anything hereinbefore contained to the contrary in any wise notwithstanding; And we do, moreover, of Our special grace, certain knowledge and mere motion, consent and agree that these Our Letters Patent being enregistered as hereinbefore directed and appointed, shall be good and effectual in Law to all intents and purposes whatsoever against us, Our Heirs and Successors, notwithstanding any misreciting, misbounding, misnaming, or other imperfection or omission of in or in any wise concerning the above granted or intended to be granted Lots or Pieces of Land, or any part thereof.

In testimony whereof, We have  
caused these Our Letters to be made  
Patent, and the Great Seal of Our  
said Province to be hereunto affixed.

Witness

3

Witness Our Trusty and Well  
Beloved Sir John Michel, Kt. C. B.  
Administrator of the Government  
of Our Province of Canada and  
Lieutenant General Commanding  
Our Forces therein P P P At  
Our Government House in Our City  
of Ottawa in Our said Province,  
the twenty-third<sup>day</sup> January in the year  
of Our Lord One thousand eight  
hundred and sixty seven, and in the  
Thirtieth year of Our Reign

By Commands }  
C. Parent }  
Up. Secretary }

A. Campbell  
Commissioner of Crown Lands

## CERTIFICAT DU REGISTRAIRE DU QUÉBEC



J'atteste que le présent document est une copie conforme à l'original enregistré dans le

Libro  
Folio

du registre des lettres patentes foncières du ministère de la Justice.

Montréal, le

Sous-registraire adjointe  
du Québec

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M<sup>e</sup> Suzanne Potvin Plamondon

Ce document porte une bande sécuritaire de couleur OR en bordure de page. Ne pas accepter celui-ci si cette bande ne réfléchit pas la lumière.

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