



RECORD RESEARCH OF NOVA SCOTIA, LIMITED

ABSTRACT OF TITLE

AAN: 02144956

REQUESTED: 16 MARCH 2023

REQUIRED: ASAP

REQUESTED BY: MARC DUNNING
OWNER: LAND DEVELOPMENT COMPANY S A

file 043-18

PARCEL ID(s): 70138375
ADDRESS: SAND COVE ROAD, WESTFIELD

LOT & SUBDIVISION: 36 MEDLEE LIMITED

ADDITIONAL INFORMATION
& INSTRUCTIONS:

No opinion is expressed as to the effect or validity of any document abstracted or referred to herein. Please examine all items carefully.

This summary is for your convenience only and is not a substitute for a thorough reading of the abstract.

SUMMARY

Property Online associates AAN 02144956 with PID 70138375, mapped as 8.9 acres on Sand Cove Road (not a public road) at Westfield. The lot has no public road frontage and no deeded right-of-way. The listing cites as a title reference deed 272-391, item 2 page 8. The description in that deed is based on Plan P-135, page 5, which is consistent with the mapping. Note that the parcel is divided into two pieces by Sand Cove Road and should probably be mapped as two parcels.

SEARCHED FROM: 1979

TO: N° 122271951, 5 APRIL 2023

PLAN: P-135

APPROVED: N/A

SCHEDULE "A"

ALL that certain lot, piece or parcel of land situated, lying and being on the north eastern side of Tupper Lake, in the County of Queens, in the Province of Nova Scotia, and being more particularly bounded and described as follows:

BEGINNING at an iron bolt with aluminum cap set on the north eastern shore of Tupper Lake, the said iron bolt with aluminum cap marking the north western bound of Lot No. 35 and the south western bound of the lot herein described;

THENCE to run along the shore of Tupper Lake in a north westerly direction to an iron bolt with aluminum cap marking the south western bound of Lot No. 37, bearings and distances along the shore of Tupper Lake between the said iron bolts with aluminum caps are as follows: north seventy six degrees forty four minutes ten seconds west (N 76° 44' 10"W) sixty two point seventy four feet (62.74'); north forty three degrees twenty five minutes forty nine seconds west (N 43° 25' 49"W) one hundred twenty three point forty four feet (123.44') and north zero one degrees zero four minutes thirty six seconds west (N 01° 04' 36"W) twenty three point fifteen feet (23.15');

THENCE to run along the south eastern boundary of Lot No. 37 north sixty two degrees twenty four minutes zero zero seconds east (N 62° 24' 00" E) seven hundred eight point ninety two feet (708.92') to an iron bolt with aluminum cap set on the north eastern side of a forty foot access road;

THENCE continuing north sixty two degrees twenty four minutes zero zero seconds east (N 62° 24' 00" E) along the south eastern bound of Lot No. 37 twenty four hundred twenty five feet (2425.') more or less to a base line;

THENCE along the said base line south thirty four degrees zero six minutes fifty eight seconds east (S 34° 06' 58"E) seventy three feet (73.') more or less to the north eastern boundary of Lot No. 35;

THENCE along the north western boundary of Lot No. 35 south sixty degrees twenty four minutes zero zero seconds west (S 60° 24' 00"W) twenty four hundred thirty feet (2430.') more or less to an iron bolt with aluminum cap set on the north eastern side of a forty foot access road;

THENCE crossing the said forty foot access road and continuing along the north western bound of Lot No. 35 south sixty degrees twenty four minutes zero zero seconds west (S 60° 24' 00"W) six hundred forty seven point seventy feet (647.70') to an iron bolt with aluminum cap set on the shores of Tupper Lake and being the point of beginning.

Containing in all eight point nine acres (8.9) more or less.

Saving and excepting from the above described parcel of land an access road being sixty six (66') feet wide and located as shown on a Plan of Survey showing sub-division for Medlee Limited, dated March to August 1972, and signed by R. L. Hunt, N.S.L.S. No. 193.

All bearings are magnetic as of 1972, magnetic variation of that year being west twenty one degrees zero two minutes thirty eight seconds (W 21° 02' 38").

BEING the same lands conveyed by Landwide Holdings Limited to Inter Commerce Bank Ltd. by Deed recorded at the Registry of Deeds at Liverpool, Nova Scotia in Book 179, Page 499.



ABSTRACT OF TITLE

AAN: 05097258

REQUESTED: 16 MARCH 2023

REQUIRED: ASAP *file # 002-20*

REQUESTED BY: MARC DUNNING
OWNER: LEWELLYN L MANSFIELD
PARCEL ID(s): 70136627
ADDRESS: WESTFIELD ROAD, WESTFIELD
LOT & SUBDIVISION:
ADDITIONAL INFORMATION
& INSTRUCTIONS:

No opinion is expressed as to the effect or validity of any document abstracted or referred to herein. Please examine all items carefully.

This summary is for your convenience only and is not a substitute for a thorough reading of the abstract.

SUMMARY

Property Online associates AAN 05097258 with PID 70136627, mapped as 28,230 square feet on Westfield Road, a public highway, at Westfield.

The listing cites as a title reference deed 185-322, item 1 page 4. The survey plan referred to in that deed is not on record, but the description appears to be consistent with the mapping.

Note mortgage 186-261, item 2 page 5.

SEARCHED FROM: 1980

TO: N° 122213763, 23 MARCH 2023

PLAN: NONE

APPROVED: N/A

SCHEDULE "A"

Deed Description

Magnetic North 1980

February 29, 1980

ALL that certain lot of land situate and being in the District of Westfield, in the County of Queens, in the Province of Nova Scotia, and being more particularly bounded and described as follows:

BEGINNING at a survey marker (an iron bar with an aluminum cap) set on the eastern limits of the main Public Highway leading from Westfield to Caledonia, said survey marker being located (33') thirty-three feet from the center of the travelled portion thereof and being further located from an existing dwelling on the lands of Kenneth Mansfield by the following bearings and distances, south eighty-three degrees thirty-seven minutes thirty seconds west (S83°37'30"W) forty-six decimal thirty-two feet (46.32') from the southwest corner of the said dwelling and north seventy-eight degrees fifty minutes thirty seconds west (N78°50'30"W) sixty-one decimal twenty-one feet (61.21') from the southeastern corner of the aforementioned dwelling;

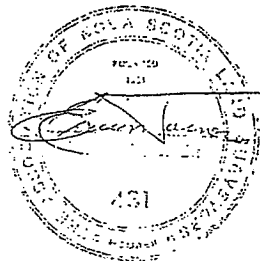
THENCE south forty-seven degrees forty-eight minutes thirty seconds west (S47°48'30"W) along the eastern limits of the aforementioned Public Highway ninety-six decimal twenty-two feet (96.22') to a survey marker located at the northwest corner of the lands of Chester Wile, said survey marker also being located (33') thirty-three feet from the center of the travelled portion of the aforementioned Public Highway and being the southwest corner of the herein described lot;

THENCE south fifty-four degrees zero three minutes zero five seconds east (S54°03'05"E) along the northern boundary of lands of Chester Wile three hundred nine decimal thirty-nine feet (309.39') to a survey marker located at the northeast corner of the lands of Chester Wile and being on the western boundary line of the lands of Martin Ulhman;

THENCE north thirty-six degrees eleven minutes thirty seconds east (N36°11'30"E) along the western boundary line of the lands of Martin Ulhman ninety-four decimal twenty feet (94.20') to a survey marker set at the southeastern corner of the lands of Kenneth Mansfield and being the northeastern corner of the herein described lot;

THENCE north fifty-four degrees zero three minutes thirty seconds west (N54°03'30"W) along the northern boundary line of the herein described lot two hundred eighty-nine decimal ninety-two feet (289.92') to the PLACE OF BEGINNING.

The above described lot contains an area of 28,230 sq.ft. more or less and is a piece or portion of lands conveyed to Kenneth Lee Mansfield and Janette J. Mansfield by deed from Kenneth Mansfield dated January 12, 1980 and recorded at the Registry of Deeds Office, Liverpool, Nova Scotia, in Book 184, Pages 496-498, on January 14, 1980.





RECORD RESEARCH OF NOVA SCOTIA, LIMITED

ABSTRACT OF TITLE

AAN: 02429381

REQUESTED: 16 MARCH 2023

REQUIRED: ASAP

REQUESTED BY: MARC DUNNING
OWNER: HEBERT BREUER, KATHERINA HAVERTZ, & AUGUST GOERZ
PARCEL ID(s): 70138557 *file 018-20*
ADDRESS: SAND COVE ROAD, WESTFIELD
LOT & SUBDIVISION: 54 MEDLEE LIMITED SUBDIVISION
ADDITIONAL INFORMATION
& INSTRUCTIONS:

No opinion is expressed as to the effect or validity of any document abstracted or referred to herein. Please examine all items carefully.

This summary is for your convenience only and is not a substitute for a thorough reading of the abstract.

SUMMARY

Property Online associates AAN 02429381 with PID 70138557, mapped as 2 hectares on Sand Cove Road (not a public road) at Westfield. The lot has no public road frontage and no deeded right-of-way. The listing cites no title reference, but we find deed 202-28, item 1 page 6. The description in that deed refers to Plan 2222, page 4, which is consistent with the mapping.

Property Online attributes ownership to a Herbert Goerz Breuer. Deed 202-28, on the other hand, names as grantees Hebert Josef Breuer, Katherina Havertz, and August Wilhelm Goerz. The records do not show any change of ownership since that deed.

Note forms 8A No 97343033, item 2 page 8, and 100602383, item 3 page 10.

SEARCHED FROM: 1982 TO: N° 122242689, 30 MARCH 2023

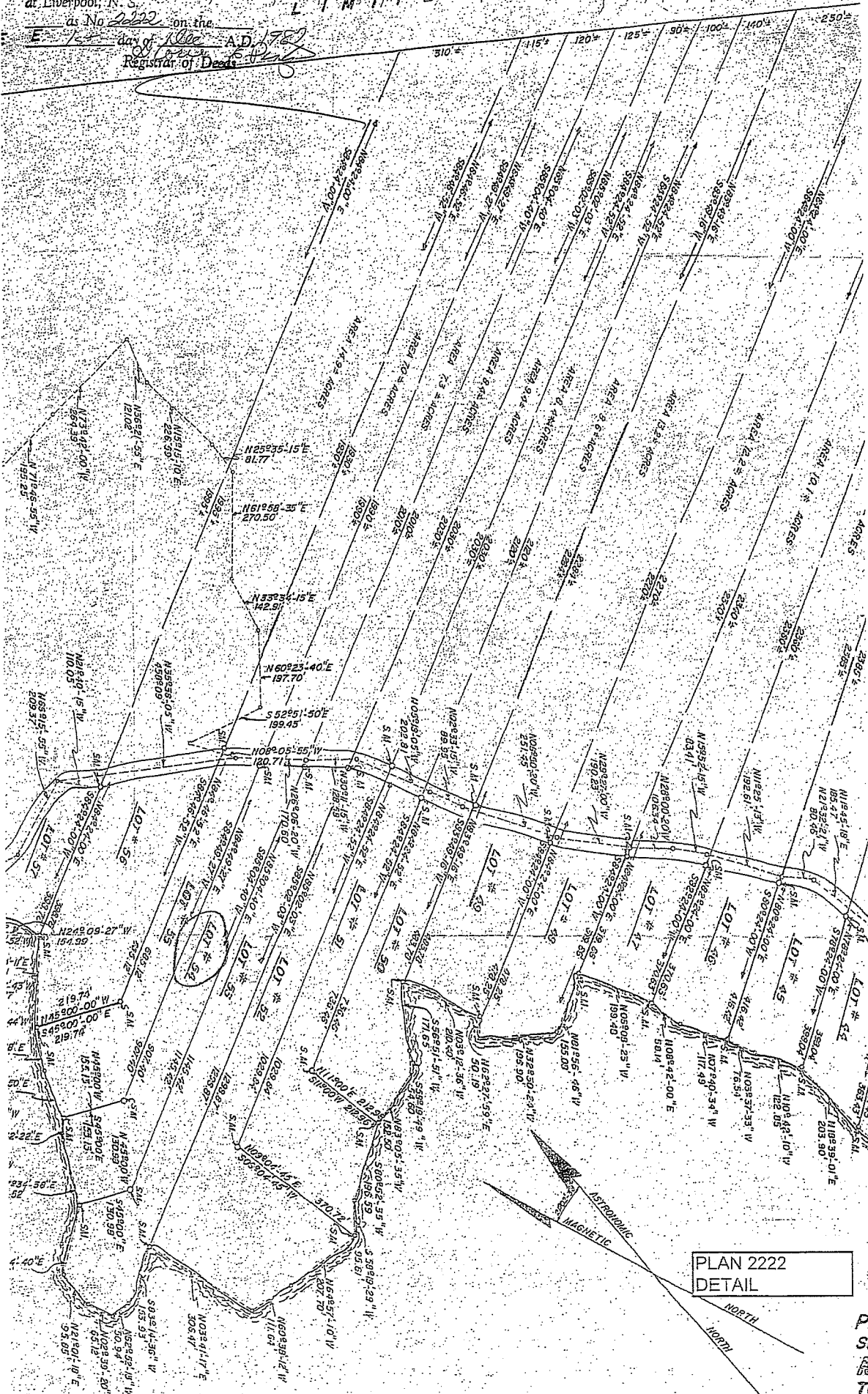
PLAN: 2222

APPROVED: N/A

I certify that the within instrument was filed in the Office of the Registrar of Deeds for the County of Queens at Liverpool, N. S.

as No 2222 on the 7th day of June A.D. 1972
Registrar of Deeds

L I M I T E D



PLAN 2222
DETAIL

P. S. A. 7. S. C.

LAKE

R. L. HUNT
NOVA SCOTIA LAND SURVEYOR

Medlee Limited Sub-division

Lot No. 54

All that certain lot, piece or parcel of land situated, lying and being on the north eastern side of Tupper Lake, in the county of the no., to. province of Nova Scotia, and being more particularly bounded and described as follows:

Beginning at an iron bolt with aluminum cap set on the eastern shore of Tupper Lake, the said iron bolt with aluminum cap marking the north eastern bound of Lot No. 53, from thence to run along the shore of Tupper Lake north forty-seven degrees thirty-four minutes thirty-eight seconds (N 47° - 34' - 38" E) east one hundred sixty-six point fifty-two feet (166.52') and north sixty-four degrees forty-two minutes twenty-two seconds east (N 64° - 42' - 22" E) fifty-two point forty-six feet (52.46') to an iron bolt with aluminum cap marking the south western bound of Lot No. 55, thence along the boundary of Lot No. 55 north thirty-five degrees zero zero minutes east (S 45° - 00' E) one hundred fifty-five point thirteen feet (155.13') to an iron bolt with aluminum cap, thence along the southern boundary of Lot No. 55 north eighty-four degrees forty-seven minutes twenty-seven seconds east (N 84° - 49' - 27" E) nine hundred seven point forty feet (907.40') to an iron bolt with aluminum cap set on the western side of a forty foot access road, thence crossing the said forty foot access road and continuing north eighty-four degrees forty-nine minutes twenty-seven seconds east (N 84° - 49' - 27" E) nineteen hundred ninety feet (1990') more or less to a base line, thence along the said base line south thirty-four degrees zero six minutes fifty-eight seconds east (S 34° - 06' - 58" E) one hundred twenty feet (120') more or less to the north eastern bound of Lot No. 53, thence along the northern boundary of Lot No. 53 south eighty-five degrees zero four minutes forty seconds west (S 85° - 04' - 40" W) two thousand ten feet (2010') more or less crossing the aforesaid forty foot access road to an iron bolt with aluminum cap set on the western side of the said road, thence continuing south eighty-five degrees zero four minutes forty seconds west (S 85° - 04' - 40" W) eleven hundred forty-five point forty-two feet (1145.42') to an iron bolt with aluminum cap, thence north forty-five degrees zero zero minutes west (N 45° - 00' W) one hundred thirty point ninety-eight feet (130.98') to an iron bolt with aluminum cap set on the shore of Tupper Lake, and being the point of beginning.

Containing in all seven point three acres (7.3) more or less.

Saving and excepting from the above described parcel of land an access road being sixty-six (66') feet wide and being located as shown on a plan of survey showing sub-division for Medlee Limited, dated March to August 1972, and signed by R. L. Hunt, N.S.L.S. No. 192.

All bearings are magnetic as of 1972, magnetic variation of that year being west twenty-one degrees zero two minutes thirty-eight seconds (N 21° - 02' - 38").

RLH:mg

R. L. Hunt
R. L. Hunt, N.S.L.S. No. 192

Nova Scotia Land Surveyor



ABSTRACT OF TITLE

AAN: 00832588

REQUESTED: 16 MARCH 2023

REQUIRED: ASAP

file # 031-20

REQUESTED BY: MARC DUNNING
OWNER: WALTER MALONE & al.
PARCEL ID(s): 70142369
ADDRESS: OLD ANNAPOLIS ROAD, PLEASANT RIVER
LOT & SUBDIVISION:
ADDITIONAL INFORMATION
& INSTRUCTIONS:

No opinion is expressed as to the effect or validity of any document abstracted or referred to herein. Please examine all items carefully.

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SUMMARY

Property Online associates AAN 00832588 with PID 70142369, mapped as 126.79 acres off Old Annapolis Road, at Pleasant River. Access is by deeded private right-of-way.

The listing cites as a title reference deed 123-13, item 1 page 5. The description in that deed refers to a plan attached to a Crown grant of the subject property (see page 5). The plan shows frontage on "the Cornwallace Road", but current mapping and satellite imagery show no such road; otherwise, the description is consistent with the mapping.

Although the grantor in deed 123-13 gave "a right-of-way owned by the Grantor leading from the public highway", it is not clear what this is or what right the grantor had to give it.

Property Online attributes ownership to Joseph Gliksman, Walter Malone, Pia Piro, Robert O Winner Jr, and Russell John Cockman aka Russell John Dominian. With reference to "deed" 221-849, item 2 page 6, and deed 172-783, item 3 page 9, it is not clear which of these names still belong on title.

SEARCHED FROM: 1972

TO: N° 122213763, 23 MARCH 2023

PLAN: Grant C-56

APPROVED: N/A

SCHEDULE "A"

ALL that certain lot of land lying and being in Pleasant River in the County of Queens, said land was granted to Henry D. deBlois the 13th day of September 1883, and deeded to Rufus Mosher on the 13th day of September, 1904, and is hereby described and bounded as follows:

Beginning at a stake standing at the Northeast angle of 175 acres granted to one Richard Carger in the District of Pleasant River; thence running North 65° west Forty chains; thence North 65° East twenty-five chains; thence South 65° East forty chains; thence South 25° West twenty-five chains to the place of beginning and according to the Grant containing one hundred acres.

The above described lot being the same as was conveyed by Rufus Mosher et ux to Bernice L. Wile by indenture dated the 11th day of March, 1905, which was recorded in the Registry of Deeds office at Liverpool, N. S., in Book 45, page 655, and being the same lot of land as was conveyed by Bernice L. Wile to Ernest Wilfrid Scott by deed dated the 25th day of September, 1914, which was recorded in the Registry of Deeds office at Liverpool, N. S., in Book 54, page 771, and being the same lands as were devised by the said Ernest Wilfrid Scott to the said Norrine Weagle by his last Will and Testament dated the 14th day of September, 1959, which has been recorded in the Registry of Deeds office at Liverpool, N. S., in Book 100, page 299.

And being the same land described in a deed from Norrine Elizabeth Weagle to Reginald Harper, dated the 21st day of October, 1963, recorded at the Registry of Deeds Office, at Liverpool, N. S., in Book 100, at page 642-643.

Together with the right to use in common with others having a similar right or rights-of-way owned by the Grantor leading from the public highway to the lands hereby conveyed, such rights to be for the benefit of the Grantees and their successors in title.

R. H.

CERTIFICATE OF CLERK

I hereby certify that the deed transfer tax on this deed has been paid in full on this

9th day of Aug A. D. 19 72

[Signature]
Municipal Clerk
of the Municipality of Que



ABSTRACT OF TITLE

AAN: 02429438

REQUESTED: 16 MARCH 2023

REQUIRED: ASAP *file 049-20*

REQUESTED BY: MARC DUNNING
OWNER: MANFRED K RAMMLER & PETER W ZIMMERMANN
PARCEL ID(s): 70138565
ADDRESS: SAND COVE ROAD, WESTFIELD
LOT & SUBDIVISION: 55 MEDLEE LIMITED SUBDIVISION
ADDITIONAL INFORMATION
& INSTRUCTIONS:

No opinion is expressed as to the effect or validity of any document abstracted or referred to herein. Please examine all items carefully.

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SUMMARY

Property Online associates AAN 02429438 with PID 70138565, mapped as 7 acres on Sand Cove Road (not a public road) at Westfield. The lot has no public road frontage and no deeded right-of-way. The listing cites as a title reference deed 191-768, item 1 page 6. The description in that deed refers to Plan 2222, page 4, which is consistent with the mapping.

Note forms 8A No 97343033, item 2 page 7, and 100602383, item 3 page 9.

SEARCHED FROM: 1981

TO: N° 122242689, 30 MARCH 2023

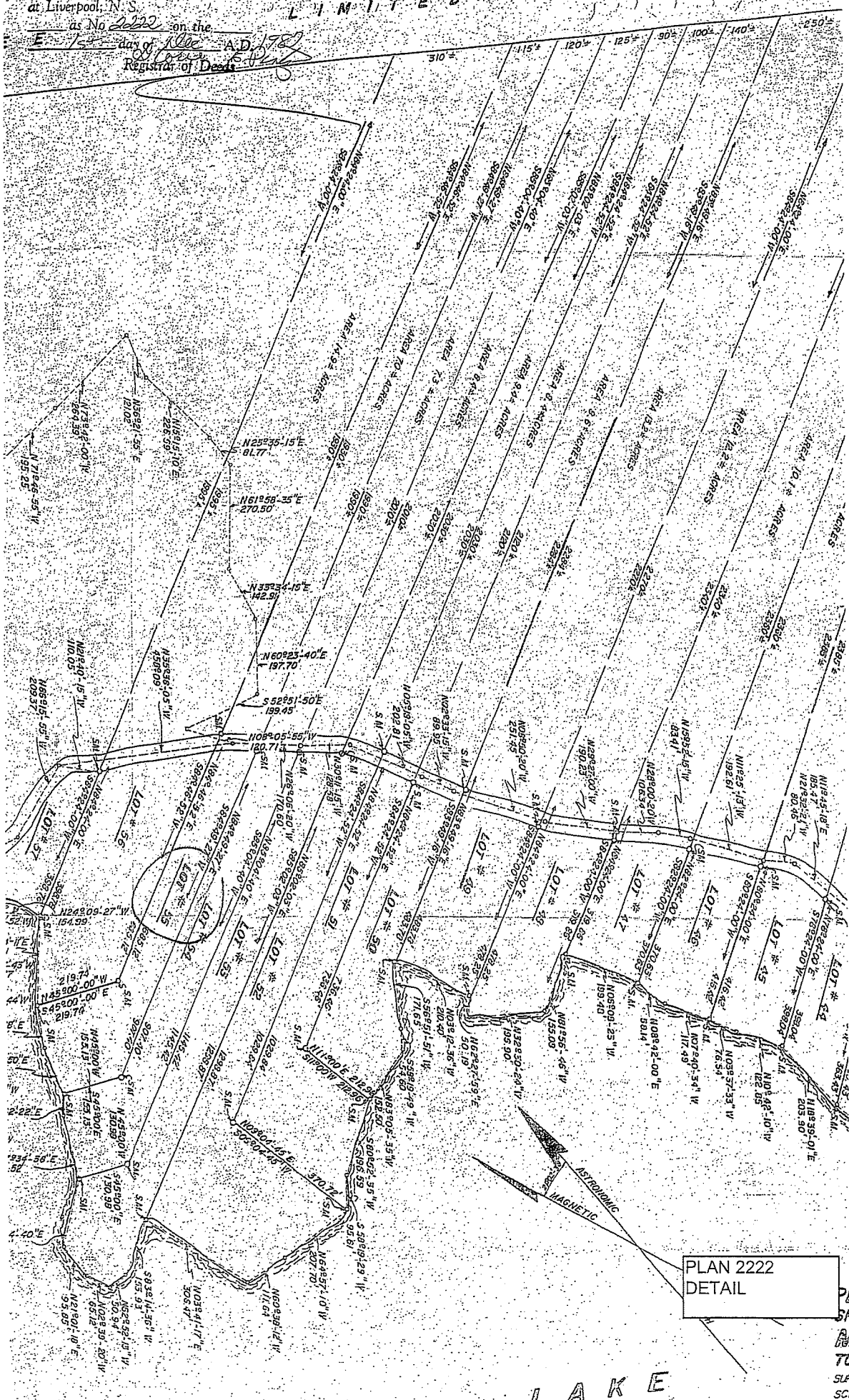
PLAN: 2222

APPROVED: N/A

was filed in the Office of the Registrar
of Deeds for the County of Queens,
at Liverpool, N.Y.

as No. 2222 on the
15th day of Nov. A.D. 1902
Registrar of Deeds

L I M I T E D



PLAN 2222
DETAIL

W A T E R

77
S.L.F.
S.C.

R. L. HUNT
NOVA SCOTIA LAND SURVEYOR

Medlee Limited Sub-division

Lot No. 55

All that certain lot, piece or parcel of land situated, lying and being on the north eastern side of Tupper Lake, in the county of Queens, the province of Nova Scotia, and being more particularly bounded and described as follows:

Beginning at an iron bolt set on the eastern shore of Tupper Lake, the said iron bolt marking the south western bound of Lot No. 54, from thence to run along the shore of Tupper Lake north forty degrees twenty-three minutes fifty seconds east (N 40° - 23' - 50" E) one hundred twenty-eight point zero one feet (128.01') and north fifty-one degrees forty-one minutes thirty-eight seconds east (N 51° - 41' - 38" E) one hundred nine point fifteen feet (109.15') to an iron bolt with aluminum cap being the south western bound of Lot No. 56, from thence to run along the boundary of Lot No. 56 south forty-five degrees zero zero minutes zero zero seconds east (S 45° - 00' - 00" E) two hundred nineteen point seventy-four feet (219.74') to an iron bolt with aluminum cap, thence along the southern boundary of Lot No. 56 north eighty-four degrees forty-six minutes fifty-two seconds east (N 84° - 46' - 52" E) six hundred eighty-five point twelve feet (685.12') crossing a forty foot access road to an iron bolt with aluminum cap set on the eastern side of the said road, thence continuing north eighty-four degrees forty-six minutes fifty-two seconds east (N 84° - 46' - 52" E) nineteen hundred thirty feet (1930.') more or less to a base line, thence along the said base line south thirty-four degrees zero six minutes fifty-eight seconds east (S 34° - 06' - 58" E) one hundred fifteen feet (115.') more or less to the north eastern bound of Lot No. 54, thence along the northern boundary of Lot No. 54, south eighty-four degrees forty-nine minutes twenty-seven seconds west (S 84° - 49' - 27" W) nineteen hundred ninety feet (1990.') more or less crossing the aforesaid forty foot access road to an iron bolt with aluminum cap set on the western side of the said road, thence south eighty-four degrees forty-nine minutes twenty-seven seconds west (S 84° - 49' - 27" W) nine hundred seven point forty feet (907.40') to an iron bolt with aluminum cap, thence north forty-five degrees zero zero minutes west (N 45° - 00' W) one hundred fifty-five point thirteen feet (155.13') to an iron bolt with aluminum cap being the point of beginning.

Containing in all seven point zero acres (7.0) more or less.

Saving and excepting from the above described parcel of land an access road being sixty-six feet (66') wide, and being located as shown on a plan of survey showing sub-division for Medlee Limited, dated March to August 1972, and signed by R. L. Hunt, N.S.L.S. No. 193.

All bearings are magnetic as of 1972, magnetic variation of that year being west twenty-one degrees zero two minutes thirty-eight seconds (21° - 02' - 38").

RLH:mg

R. L. Hunt
.....

Nova Scotia Land Surveyor



ABSTRACT OF TITLE

AAN: 03528731

REQUESTED: 16 MARCH 2023

REQUIRED: ASAP

REQUESTED BY: MARC DUNNING

OWNER: NIELS NIELSEN

PARCEL ID(s): 70120548

ADDRESS: BRIDLE PATH, LABELLE

LOT & SUBDIVISION: LOT 13 ANNIS LAKE ESTATE

ADDITIONAL INFORMATION
& INSTRUCTIONS:

file # 079-22

No opinion is expressed as to the effect or validity of any document abstracted or referred to herein. Please examine all items carefully.

This summary is for your convenience only and is not a substitute for a thorough reading of the abstract.

SUMMARY

Property Online associates AAN 03528731 with PID 70120548, mapped as 34,400 square feet on Bridle Path (not a public highway), at Labelle. Access is by deeded private right-of-way.

The listing cites no title reference, but we find deed 148-41, item 1 page 7. The description in that deed refers to Plan P-669, page 6, which is consistent with the mapping.

Note mortgage 148-45, item 2 page 7.

Also note restrictive covenants, page 5.

SEARCHED FROM: 1975

TO: N°122179527, 16 MARCH 2023

PLAN: P-669

APPROVED: N/A

SCHEDULE "A"

ALL that certain lot, piece or parcel of land situate, lying and being on the western side of a road called the Bridal Path in the Annis Lake Estate Sub-Division, area of LaBelle, County of Queens, Province of Nova Scotia, and being more particularly bounded and described as follows:

BEGINNING at a point on the western sideline of a road called the Bridal Path, the said point marking the northeast bound of Lot #14;

THENCE to follow along the northern boundary of Lot #14 in a westerly direction two hundred thirty-five feet (235') more or less to other lands of the Grantor;

THENCE to follow along other lands of the Grantor in a northerly direction one hundred fifty feet (150') more or less to the southwest bound of Lot #12;

THENCE to follow along the southern boundary of Lot #12 in an easterly direction two hundred forty-five feet (245') more or less to the western sideline of the road called the Bridal Path;

THENCE to follow along the western sideline of a road called the Bridal Path in a southerly direction one hundred fifty feet (150') more or less to the point of beginning;

The above described parcel of land being or intended to be Lot #13 and lying on the western side of a road called the Bridal Path in the Annis Lake Estate Sub-Division and to be shown on a Plan of Survey to be filed in the Registry of Deeds Office for the County of Queens in the Town of Liverpool at a later date.

TOGETHER WITH a free and unobstructed right-of-way for use at all times and for all purposes by the Grantees or Grantee, their or his heirs, administrators, executors and assigns, in common with the Grantor and in common with any other persons who now or who hereafter have the right to use all or any part of that right-of-way over the road shown on the Plan hereinbefore referred to and over any other roads leading from the Main Public Highway to the lands herein conveyed.

BEING AND INTENDED TO BE a portion of Lot Number One as contained in a conveyance to Natural Retreats of Nova Scotia Limited by Alan Hugh Hunt and his wife, Kate Kinlock Hunt and Colin Boardman Hunt and his wife, Olive Hunt, by Warranty Deed dated the 31st day of January 1970, and registered in the Registry of Deeds at Liverpool, Queens County, on the 16th day of February, 1970, in Book 110 at Page 362.

Schedule "B"

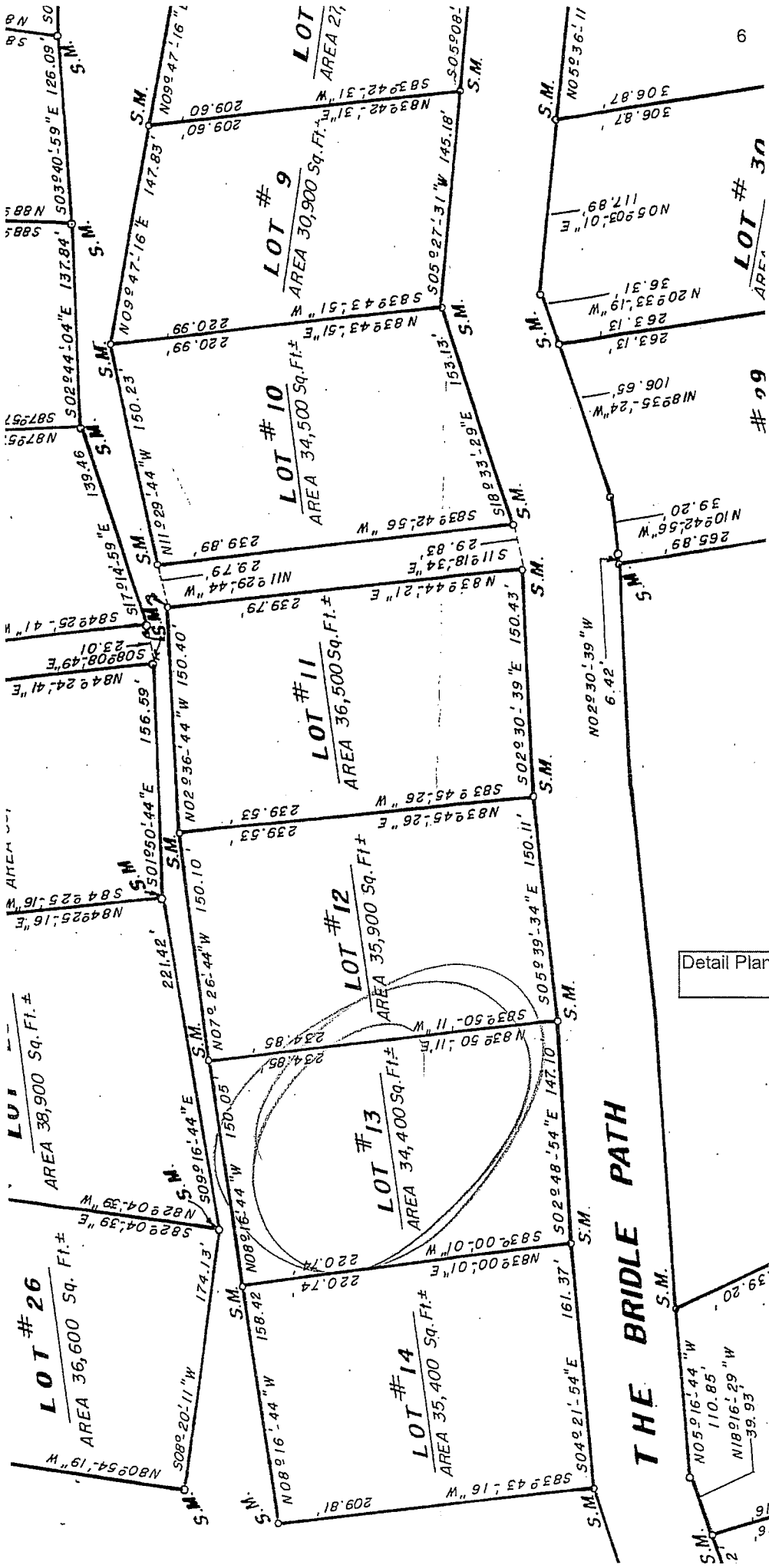
BUILDING RESTRICTIONS

- (1) The lands to which these building restrictions shall apply hereinafter called the "lands" include Lot 13
- Bridal Path**
- as shown on a Plan filed in the Registry Office for the Registration District of QUEENS in the County of St. John and Province of Nova Scotia
- (2) Each of the lots shown on the Plan hereinbefore referred to shall be a separate lot for the purposes of the application of the restrictive covenants herein set forth
- (3) "Garage" as used herein shall include any construction used or to be used for the housing or protection of motor vehicles.
- (4) No building shall be erected on lots or parcels thereof situate on any of the lands other than detached private dwelling houses of one dwelling unit only to and for the use of a single family and one garage.
- (5) No building shall be erected on any lot or parcel which shall have any of its main walls or any part of that building nearer to the street line in front of or behind the main lot of parcel or have its nearest main side wall nearer to the side limits of the lot or parcel than fifteen feet (15') or have any wall nearer to the high water mark of any lake or body of water than One Hundred Feet (100') from the high water mark.
- (6) No private dwelling house shall be erected or stand upon any lot or parcel which shall have a ground floor area of less than Five Hundred (500) square feet and which shall cost less than Five Thousand Dollars (\$5,000.00). Before beginning construction of any house the owner of the lot shall submit the plans of such dwelling house to Natural Retreats of Nova Scotia Limited and its successors and such construction shall be subject to the approval of that Company.
- (7) No private dwelling shall be constructed on any lot in such a way that it will be readily visible from the lake or in such a way that the height of the private dwelling shall exceed the height of the majority of the trees on the lot.
- (8) No garage exceeding twelve feet (12') in height shall be erected upon any lot or parcel unless such garage is attached to and forms part of the building containing the dwelling unit upon that lot.
- (9) No fence shall be erected or maintained upon those lands or any part thereof other than an ornamental iron or wooden fence of open construction with or without brick or stone foundations and no such fence shall be higher than four feet (4') or be situated within fifteen feet (15') of the street line in front of the lot or parcel on which that fence is erected or be situated within fifty feet (50') of the approximate mean high water mark of the lake shore.
- (10) The lands or any buildings erected thereon shall not be used for the purpose of any profession, trade, employment, service, manufacture or business of any description, nor as a school, hospital, nor other charitable institution, nor as a hotel, roominghouse, or place of public resort, nor for any sport (other than such games as are usually played in connection with the occupation of a private residence) nor for any other purpose than a private dwelling residence for the use of one family only to each dwelling unit, nor shall anything be done or permitted upon any of the lands or buildings erected or to be erected thereon which shall be a nuisance to the occupants of any neighbouring lands or buildings.
- (11) No trailer or mobile home of any kind shall be permanently placed or installed upon a foundation or otherwise upon any lands, except as temporary accommodation.
- (12) No excavation shall be made on the lands except excavations for the purpose of building on the same at the time of commencement of such building or for the improvement of the gardens and grounds thereof, or for the digging of a well.
- (13) No soil, sand or gravel shall be removed from the lands except with the prior permission of the Grantor. Trees shall not be removed from the lot except for good forest care or the cutting of a line way or building site.
- (14) No building waste or other material of any kind shall be dumped or stored on the lands except clean earth for the purpose of levelling in connection with the erection of a building thereon or the immediate improvement of the grounds. All garbage and other waste shall be transported to the Public Highway at a place convenient for pickup by a garbage collector for servicing that part of the County.
- (15) The Grantor shall have the right to convey to the Municipality or other public authority any part of the lands (other than the lands already conveyed) for park, recreational, street or other similar purposes.
- (16) Whenever in these restrictions reference is made to the Grantor, it shall include the representatives and assigns. The owner or owners for the time being.

- (17) To the intent that the burden of this Covenant shall run with the lands for a period of 50 years from January 1, 1973. The Grantor or more than one, the Grantees, for himself or themselves and his or their representatives and assigns, covenant and agree with the Grantor, his successors in title from time to time, of all or any part or parts of the said lands, will observe and comply with the stipulations, restrictions and provisions set forth in this Schedule "B".
- (18) Notwithstanding anything herein contained, the Grantor shall have power by instrument or instruments in writing from time to time, to waive, alter, or modify the above covenants and restrictions in their application to any lot or lots, parcel or parcels of land comprising part of the lands without notice to the owners of any other lot or lots, parcel or parcels of land on that Plan. Notwithstanding anything herein contained the Grantor shall have power by instrument or instruments in writing to assign all or any part of its rights.

COVENANTS

- THE GRANTEES AND PURCHASERS COVENANT AND AGREE WITH THE GRANTORS AND VENDORS AS FOLLOWS
- (1) That the Grantee shall complete the exterior of any building to be erected on any lot by him within a period of eighteen (18) months from the date of beginning construction; for purposes of determining the beginning of construction, it shall be deemed to have been commenced upon the beginning of any excavation upon these lands by the Grantee.
- (2) That the Grantee shall contribute to the cost of maintenance, repair and improvement of any street or road or right of way, other than a public highway, adjacent to each lot conveyed to the Grantee. The Grantee shall contribute to such cost that amounts calculated in the following manner:
The total cost of any needed repairs shall be divided by the total number of feet along both sides of the road, street or otherwise being repaired. The said Grantee shall contribute then that amount of money in Canadian currency which is the product of the cost per foot of repairing the said road, street or otherwise multiplied by the number of road front feet which the said Grantee owns.
- (3) That the Grantee may in association with all the other owners of property on the same road, street or right of way, form a society for the upkeep and repair of that road, street, or otherwise and that the Grantor may in its discretion convey to such society so formed title to the road street or otherwise.
- (4) The Grantor or its servants, agents or employees may enter into an agreement with the Grantee or Grantees and their successors in title to those Grantees for the maintenance of the roads servicing the lands hereinbefore referred to on a per front foot cost basis under agreements which may from time to time be negotiated between the parties.
- (5) That the Grantee shall provide at least one full bathroom in an dwelling erected upon the lands by him and shall provide a septic tank draining into an adequate sewage disposal bed or any other sewage disposal system acceptable to the Department of Health.
- (6) That the Grantee will provide by dug or drilled well (or by filtered and purified water from a lake after consent from the Grantor) such water as may be required for any building constructed upon the lands herein conveyed.
- (7) That the Grantee shall obtain the approval of the Department of Health for the Municipality of QUEENS before installing any septic tank or well.
- (8) That the Grantee shall not damage or remove any survey stake planted, and that if any such stake is damaged or removed by the Grantee, his servants, agents, workmen, vehicles, materials or equipment and in the opinion of the Grantor replacement of such stake is necessary, the Grantee will pay the cost of such replacement by the Surveyor.
- (9) That in the event the Grantee assigns the land described herein the Grantee shall require the Purchaser of such lands to execute covenants and all restrictions equivalent to the covenants contained herein.
- (10) Notwithstanding anything herein contained, the Grantor shall have power by instrument or instruments in writing from time to time to waive, alter, or modify the above covenants and restrictions in their application to any lot or lots, parcel or parcels of land comprising part of the lands without notice to the owners of any other lot or lots, parcel or parcels of land on that Plan. Notwithstanding anything herein contained the Grantor shall have power by instrument or instruments in writing to assign all or any part of its rights.
- (11) That the Grantees shall not use a power boat on Lake Annis or Hidden Lake or launch such a boat from the shores thereof, or in any way whatsoever pollute the waters of the aforesaid lakes.



Detail Plan P669



RECORD RESEARCH OF NOVA SCOTIA, LIMITED

ABSTRACT OF TITLE

AAN: 10081191

REQUESTED: 16 MARCH 2023

REQUIRED: ASAP

REQUESTED BY: MARC DUNNING
OWNER: STANLEY CLIFTON FREEMAN
PARCEL ID(s): 70188156
ADDRESS: SIMPSONS ROAD, SOUTH BROOKFIELD

file 082-22

LOT & SUBDIVISION:
ADDITIONAL INFORMATION
& INSTRUCTIONS:

No opinion is expressed as to the effect or validity of any document abstracted or referred to herein. Please examine all items carefully.

This summary is for your convenience only and is not a substitute for a thorough reading of the abstract.

SUMMARY

Property Online associates AAN 10081191 with PID 70188156, mapped as 00 off Simpson's Road at South Brookfield. The lot has no public road frontage and no deeded right-of-way. The listing cites as a title reference deed 65-637, item 1 page 5. The description in that deed refers to Crown Grant D-299, which includes a plan consistent with the mapping, page 4. The subject parcel is bisected by the former railway right-of-way, and should probably be mapped as two parcels.

The grantee in deed 65-637 is a John Seldon. We find no conveyance of the subject property out of John Seldon and no estate papers in that name. The testatrix in will 117-721, item 2 page 6 is Jessie Seldon, whom we find in other documents indexed in her name to be the widow of John Seldon.

SEARCHED FROM: 1928

TO: N° 122321004, 19 APRIL 2023

PLAN: Grand D-299

APPROVED: N/A

DEED
4 JUNE 1928
18 AUGUST 1928
\$1.00
65-637

FAUSEN M. CHRISTOPHER
& ux ALICE CHRISTOPHER

TO

JOHN A. SELDON

Conveys

ALL and singular the following lot of land and premises, situate in the District of North Brookfield, in said County of Queens, and is described as follows;- being a 16½ acre grant to Gilbert R. Christopher joining the Eastern line of the William Christopher grant and a 70 acre Grant to Lamont Simpson,
Beginning at the southwest angle of said Lamont Simpson Grant,
THENCE N 64° 30' W 9.25 chains to said William Christopher Grant;
THENCE N 25° 30' E 18.00 Chains;
THENCE S 64° 30' E 9.25 chains;
THENCE S 25° 30' W 18.00 chains to the place of beginning
Containing 16½ acres
Reserving however out of this Conveyance the Rail Road which passes through said lands.



ABSTRACT OF TITLE

file 089-22

AAN: 10031923

REQUESTED: 16 MARCH 2023

REQUIRED: ASAP

REQUESTED BY: MARC DUNNING
OWNER: ABIGAIL MARTIN ESTATE (Attributed)
PARCEL ID(s): 70187547
ADDRESS: HIBERNIA ROAD, HIBERNIA
LOT & SUBDIVISION:
ADDITIONAL INFORMATION
& INSTRUCTIONS:

No opinion is expressed as to the effect or validity of any document abstracted or referred to herein. Please examine all items carefully.

This summary is for your convenience only and is not a substitute for a thorough reading of the abstract.

SUMMARY

Property Online associates AAN 10031923 with PID 70187547, mapped as 45 acres off Hibernia Road at Hibernia. The lot has no public road frontage and no deeded right-of-way. The listing cites as a title reference deed 32-396, item 1 page 5. The description in that deed refers Crown Grant B-203; see plan at page 4. This (allowing for the exception described in deed 32-396) is consistent with the mapping.

The grantees in Deed 32-396 are a Sophia Martin, widow, and her daughter, also Sophia Martin. In 1894, the elder Sophia Martain gave all her interest to a Falida Ball in return for maintenance for life. We find no conveyance out of Falida Ball and no reference to her demise. Then in 1899, the younger Sophia Martin conveyed the remaining half interest to Abigail Martin, the current attributed owner. Again, we find no conveyance out of her and no reference to her demise.

It would seem correct, then to attribute the property not just to Abigail Martin, but to her and Falida Ball (or their estates) as tenants-in-common.

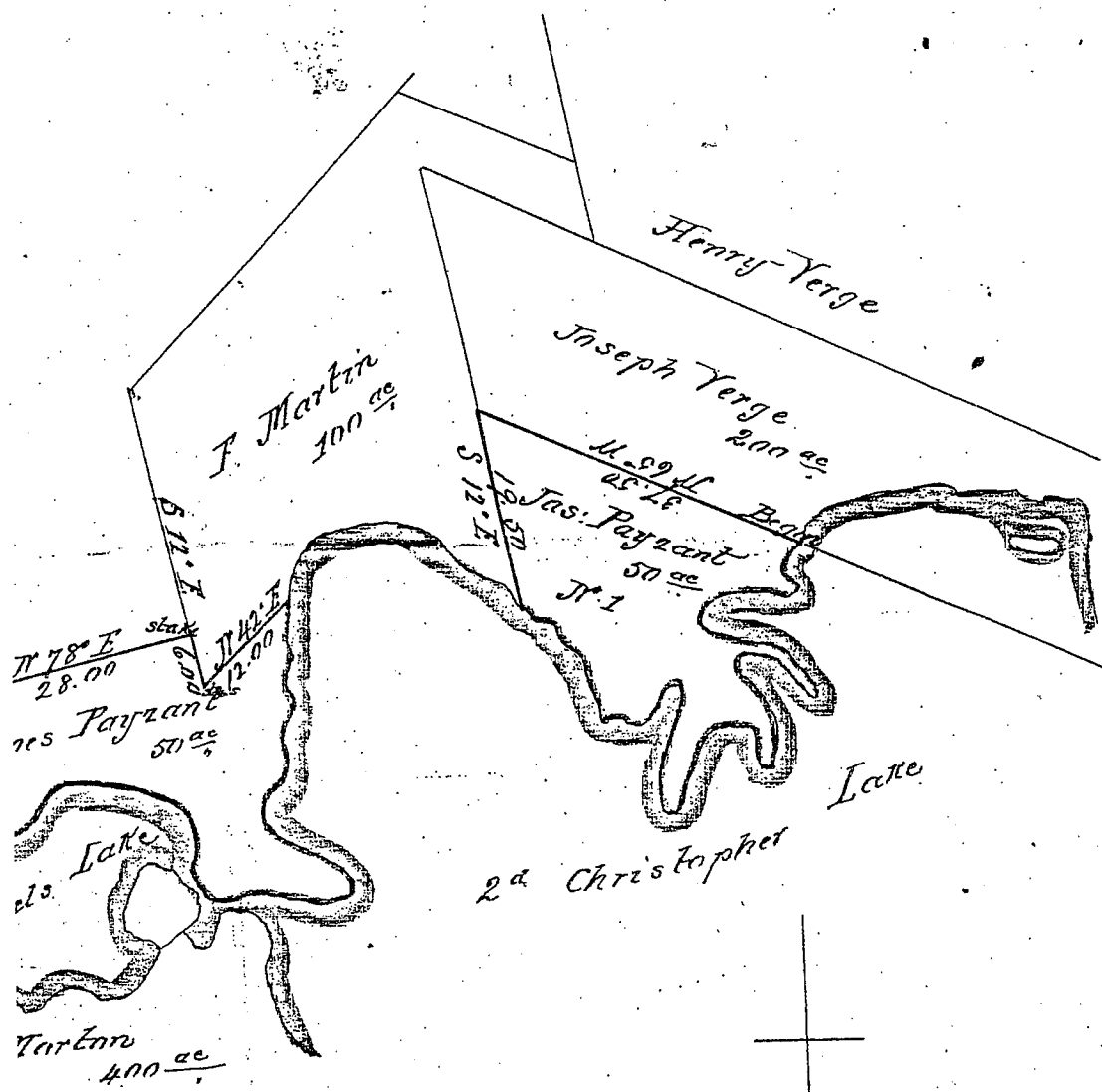
SEARCHED FROM: 1887

TO: N° 122317408, 18 APRIL 2023

PLAN: NONE

APPROVED: N/A

12019



is to an Inch
 on Lands
 June 1875.
 A. J. White
 Com. of Lands

W DEED
20 APRIL 1887
13 APRIL 1888
\$50.00
32-396

JAMES PAYZANT
& ux RACHEL PAYZANT

TO

SOPHIA MARTIN
& SOPHIA MARTIN, her daughter

Conveys lands at Hibernia

Including, *inter alia*, lot No 1 on the land granted to James Payzant dated the 4 day of March 1845 and deeded to said Sophia Martin and daughter Sophia Martin by James Payzant 20 April 1887 and bounded as follows:

BEGINNING at a stake on the northwestern side of the Second Christopher Lake

THENCE N 64° W to the southern line of land granted to Joseph Verge 37.50 chains to a stake

THENCE S 12° E by the eastern line of Frank Martin's lot 19.50 chains to the lake aforesaid

THENCE southeasterly and northerly by said lake to the place of beginning

All of the said lot excepting 5 acres of meadow land deeded to David Caffery, 25-394 described as follows

BEGINNING at a pile of stones or a large rock known as the John Robertson's tract

On a course S 72° W from a stake standing on the western margin of the Second Christopher Lake and on the line of the Verge grant 8.50 chains

And from THENCE N 46° W 12.00 chains to a stake and pile of stones

THENCE N 44° E 4.41 chains to a stake and pile of stones

THENCE S 46° E 12.00 chains to the place of beginning

Containing 5 acres



RECORD RESEARCH OF NOVA SCOTIA, LIMITED

ABSTRACT OF TITLE

AAN: 10031788

REQUESTED: 16 MARCH 2023

REQUESTED BY: MARC DUNNING
OWNER: DAVID CAFFERY Estate

REQUIRED: ASAP
file # 091-22

PARCEL ID(s):
ADDRESS: 70235924

LOT & SUBDIVISION:

ADDITIONAL INFORMATION
& INSTRUCTIONS:

No opinion is expressed as to the effect or validity of any document abstracted or referred to herein. Please examine all items carefully.

This summary is for your convenience only and is not a substitute for a thorough reading of the abstract.

SUMMARY

Property Online associates AAN 10031788 with PID 70235924, mapped as 5 acres off Hibernia Road at Hibernia. The lot has no public road frontage and no deeded right-of-way. The listing cites no title reference, but we find deed 25-394, item 1 page 4. The description in that deed is consistent with the mapping.

SEARCHED FROM: 1876

TO: N° 122321004, 22 APRIL 2023

PLAN: NONE

APPROVED: N/A

W DEED
18 JULY 1876
25 SEPTEMBER 1876
\$25.00
25-394

JAMES PAYZANT
(Matrimonial status not given)

TO

DAVID CAFFERY

Conveys lands at South Brookfield being part of a 200 acre lot
formerly granted to Joseph Verge

BEGINNING at a pile of stones or a large rock known as the John
Robertson's tract
On a course S 72° W from a stake standing on the western margin of
the Second Christopher Lake and on the line of the aforesaid Joseph
Verge grant 8.50 chains
And from THENCE S 44° W 4.41 chains to a stake
THENCE N 46° W 12.00 chains to a stake and pile of stones
THENCE N 44° E 4.41 chains to a stake and pile of stones
THENCE S 46° E 12.00 chains to the place of beginning
Containing 5 acres



RECORD RESEARCH OF NOVA SCOTIA, LIMITED

ABSTRACT OF TITLE

AAN: 03473406

REQUESTED: 16 MARCH 2023

REQUIRED: ASAP

REQUESTED BY: MARC DUNNING

OWNER: SEWING CENTRE c/o TRENT DALE MILHERON

PARCEL ID(s): 70125935

ADDRESS:

HANDLEY'S POINT ROAD, LABELLE

LOT & SUBDIVISION: LOT 40-WA Lands of CARL MILHERON

ADDITIONAL INFORMATION

& INSTRUCTIONS:

file# 096-22

No opinion is expressed as to the effect or validity of any document abstracted or referred to herein. Please examine all items carefully.

This summary is for your convenience only and is not a substitute for a thorough reading of the abstract.

SUMMARY

Property Online associates AAN 03473406 with PID 70125935, mapped as 1.14 acres on Handley's Point Road, not a public road, at Labelle. Access is by deeded private right-of-way.

The listing cites as a title reference deed 309-495, item 2 page 6. The description in that deed refers to plan 2241, page 4, which is consistent with the mapping.

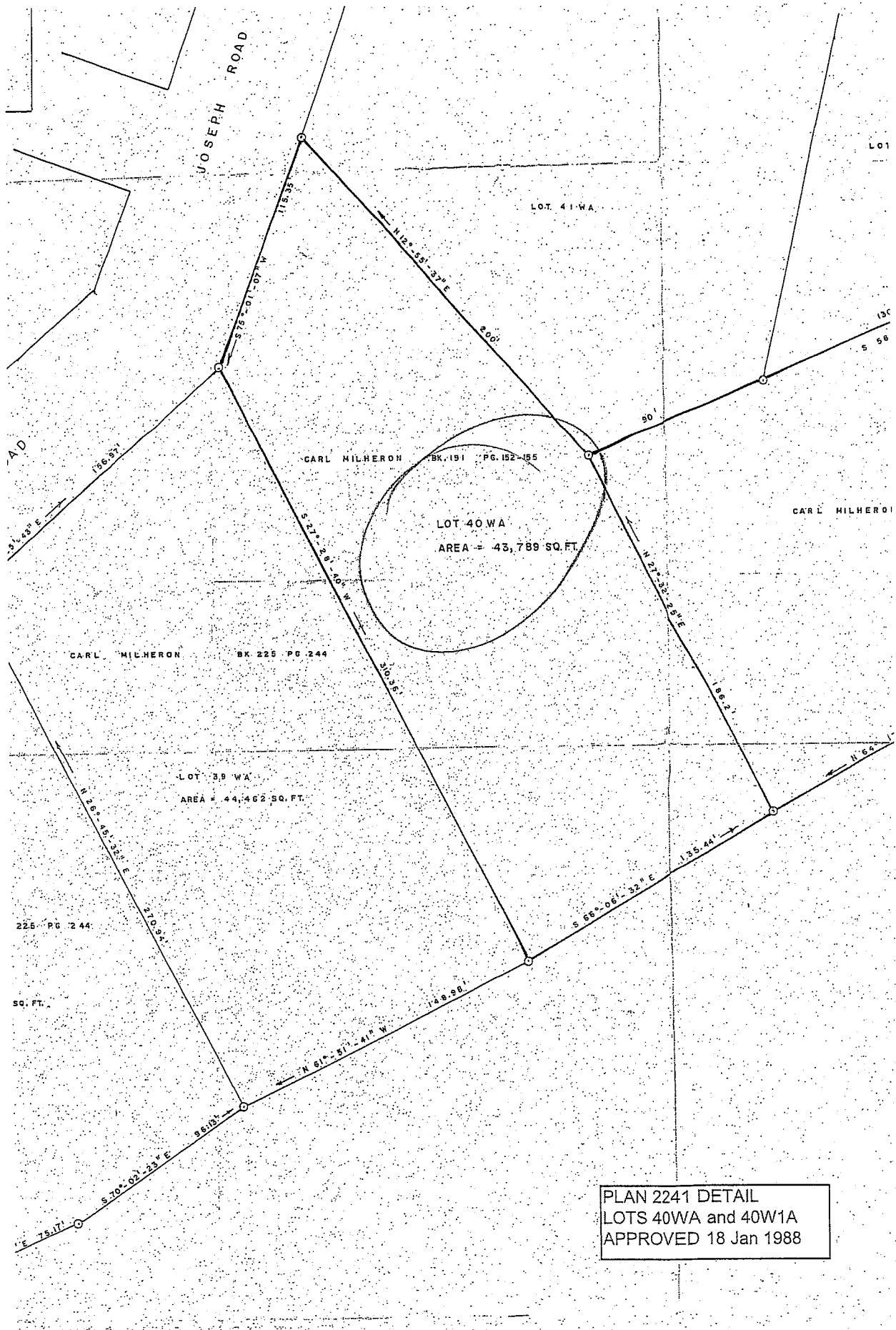
Note forms 8A, N° 105589098, item 3 page 9, N°107644586, item 4 page 11, and N° 107644651, item 5 page 14.

SEARCHED FROM: 1980

TO: N° 122179527, 16 MARCH 2023

PLAN: 2241

APPROVED: 18 JANUARY 1988



PLAN 2241 DETAIL
LOTS 40WA and 40W1A
APPROVED 18 Jan 1988

SCHEDULE "A"

ALL that certain lot, piece or parcel of land and premises situate, lying and being on Henley Point, in the District of Molega Lake, County of Queens and Province of Nova Scotia and being more particularly bounded and described as follows:

BEGINNING at an iron bolt set on the Southern boundary of Joseph Road (66 feet wide), said iron bolt also being the Northeastern corner of Lot No. 39-WA and the Northwestern corner of the lands herein described as Lot 40-WA;

THENCE South $27^{\circ}28'40''$ West along the Eastern boundary of said Lot No. 39-WA for a distance of 310.36 feet more or less to an iron bolt set on the Northern boundary of lands now or formerly of Natural Retreats Limited;

THENCE South $66^{\circ}06'32''$ East along the said Northern boundary of lands of Natural Retreats Limited for a distance of 135.44 feet more or less to an iron bolt marking the Southerly corner of the lot herein described and the Westerly corner of Lot 40 W1A;

THENCE North $27^{\circ}32'25''$ East along the Northwesterly boundary of Lot 40 W1A a distance of 186.2 feet more or less to an iron bolt marking the Northerly corner of Lot 40 W1A, and the Southwesterly corner of Lot 41 WA;

THENCE North $12^{\circ}55'37''$ East along the Westerly boundary of Lot 41 WA a distance of 200 feet to an iron bolt located on the Southerly boundary of Joseph Road;

THENCE South $75^{\circ}01'07''$ West along the Southerly boundary of Joseph Road a distance of 115.35 feet more or less to the point marking the Place of Beginning.

The above described lot is shown as Lot 40 WA on a Plan of Subdivision of Lands of Carl S. Milheron, prepared by Neiff Joseph Land Surveyors Limited, dated December 8, 1987, and numbered N-154.

TOGETHER with a free and unobstructed right-of-way for use at all times and for all purposes by the Grantee in common with the Grantor and in common with any other persons who now or who hereafter have the right to use all or any part of that right-of-way over the road shown on the Plan hereinbefore referred to and over any other roads leading from the Main Public Highway to the lands herein conveyed.

Reference to the following described lands may be found in the following Deeds:

1. Avaré Bolivar and wife to Robert G. Naugler and Suzanne J. Joseph, dated January 10, 1968, registered at the Registry of Deeds, Liverpool, Nova Scotia, in Book 111, at Page 117, under No. 7415.

2. Purl L. Henley and George Henley to Robert G. Naugler and Suzanne J. Joseph, dated January 9, 1969, registered at the said Registry of Deeds in Book 111, at Page 118, under No. 7416.

3. Part of the lands described in a Deed from Robert G. Naugler, Suzanne J. Joseph, and Neiff Joseph to Carl S. Milheron dated November 12, 1980, and recorded at the Registry of Deeds Office at Liverpool, Nova Scotia, in Book 191 at Page 152.

"CERTIFICATE OF REGISTRAR

I hereby certify that no deed transfer tax has been paid on this deed by virtue of claimed exemption

E. H. McEwen
 Registrar

Province of Nova Scotia
 County of Queens

I hereby certify that the within instrument was recorded in the Registry of Deeds Office at Liverpool in the County of Queens, N. S., at 12:15 o'clock P. M., on the 15th day of ~~DECEMBER~~ A.D., 1993 in Book No. 309 at Pages 495-499 as Document Number 3576.

E. H. McEwen
 Registrar
 Registry of Deeds for the Registration
 District of Queens County



RECORD RESEARCH OF NOVA SCOTIA, LIMITED

ABSTRACT OF TITLE

AAN: 05452392

REQUESTED: 16 MARCH 2023

REQUIRED: ASAP

REQUESTED BY: MARC DUNNING
OWNER: SIGRID & ERNST A OTTO
PARCEL ID(s): 70159892
ADDRESS: PESKAWA CLOSE, KEMPT

file# 097-22

LOT & SUBDIVISION: P-10B KEJIMKUJIK RETREATS

ADDITIONAL INFORMATION
& INSTRUCTIONS:

No opinion is expressed as to the effect or validity of any document abstracted or referred to herein. Please examine all items carefully.

This summary is for your convenience only and is not a substitute for a thorough reading of the abstract.

SUMMARY

Property Online associates AAN 05452392 with PID 70159892, mapped as 0.56 acres on Peskawa Close (not a public road) at Kempt. The lot has no public road frontage and no deeded right-of-way. The listing cites as a title reference deed 204-381, item 1 page 9. The description in that deed refers to Plan P-445, page 8, which is consistent with the mapping.

Note restrictive covenants in Schedule 'B', page 7,

Also note Form 8A #101727072, page 10.

SEARCHED FROM: 1981

TO: N° 122242689, 30 MARCH 20023

PLAN: P-445

APPROVED: N/A

SCHEDULE "A"

All that certain lot, piece or parcel of land situate, lying and being on the southern side of Peskawa Close in Kempt, Queens County, Nova Scotia, said lot being shown as Lot PC-10B on a plan entitled "Plan Showing Phases '1' and '2', Kejimkujik Retreats" prepared by Frank Longstaff, N.S.L.S., Dated April 25, 1975, said lot being more particularly described as follows:

Beginning on the eastern side of Peskawa Close at the most westerly angle of Lot PC-10A;

Thence S $21^{\circ}-23'-20''$ E along the southwestern boundary of Lot PC-10A, one hundred fifty-six and eighty-three hundredths feet (156.83') to a point on the shore of Minards Lake at high water;

Thence southerly and westerly along the shore of Minards Lake at high water, two hundred ten feet (210'), more or less, to the most southerly angle of Parcel PCLA-1, said point being S $25^{\circ}-50'-51''$ -E a distance of one hundred sixty-three and sixty-four hundredths feet (163.64') from the last mentioned point;

Thence N- $14^{\circ}-41'-27''$ -W along the northeastern boundary of Parcel PCLA-1 two hundred thirty-nine and sixty-two hundredths feet (239.62') to a point on the southern boundary of Peskawa Close said point being on the arc of a curve having a radius of one hundred sixteen feet (116');

Thence northeasterly along the arc of the said curve and curving to the left, one hundred feet (100') to the point of beginning, all bearings being based on magnetic north, A.D. 1973, and containing an area of 24,360 square feet, more or less.

AND SUBJECT to the restrictive covenants as set forth in the Schedule marked "B" hereto annexed.

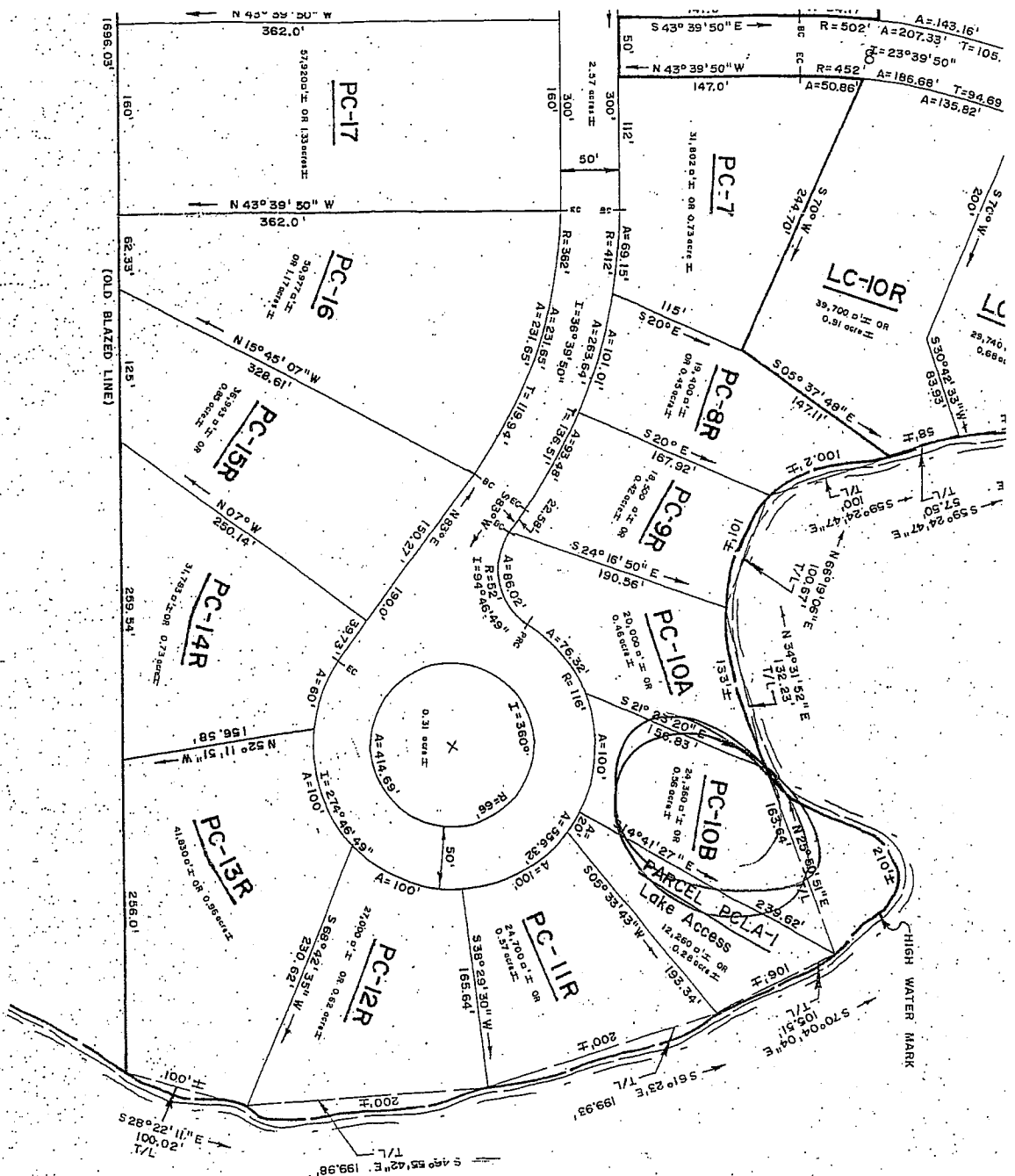
SCHEDULE "B"

RESTRICTIVE COVENANTS

Subject to the following stipulations, restrictions and provisions:

1. No building shall be erected on any building lot other than a detached private dwelling home to and for the use of a single family with or without an appropriate garage appurtenant thereto.
2. Any house or other structure erected on any building lot shall be constructed in a proper and workmanlike manner and in accordance with plans, specifications and site location approved by the Grantor.
3. No fence shall be erected or maintained on any building lot or any part thereof other than a wooden fence of open construction, unless approved in writing by the Grantor. Screens for landscaping purposes may be erected only with the written approval of the Grantor.
4. Any building erected or to be erected on any building lot shall not be used for the purpose of any profession, trade, employment, service, manufacture or business of any description, nor as a hotel, apartment house, rooming house or place of public resort, nor for any other purpose than a private residence for the use of one family only to each dwelling unit nor shall anything be done or permitted upon any building lot that shall be a nuisance to the occupants of any neighbouring lands.
5. No building, wall, fence (including hedges), gate, post or other structure shall be commenced, constructed or maintained on the said lands, nor shall any addition to, or alternation thereof be made until the plans, specifications and siting plan showing the nature, location, colour, materials, and height of any such building wall, fence, (including hedges), gate post or other structure and any addition or alterations thereto shall have been submitted to and approved in writing by the Grantor who may in its direction refuse to approve of any such plans, specifications or siting plan, which, in its opinion are unsuitable or undesirable. In approving such plans, specifications and siting plan, the Grantor may take into consideration, the material and colour of all roofs, exterior walls, woodwork, windows, hardware and lighting fixtures, fencing, paving and landscape details proposed and the harmony thereof with the surroundings and the effect of the structures as planned on the outlook from adjacent or neighbouring properties.
6. No signs, billboards, notices or other advertising matter of any kind (except signs of the size and type ordinarily employed by real estate brokers in the area offering the said lands or building thereon for sale or rent), shall be placed on any part of the said lands or upon or in any buildings or on any fence, tree or other structure on the said lands without the written consent of the Grantor.
7. No living tree having a diameter of three (3) inches or more shall be cut down or removed without the consent of the Grantor other than trees standing on or within five (5) feet of the approved construction site of any residence, building and/or garage. If nevertheless any such tree be cut down, destroyed or removed the same will be forthwith replaced at the expense of the Grantee.
8. No trailer (with or without living, sleeping or eating accommodation) and no boat, truck or camper shall be parked or placed on any building lot unless in a wholly enclosed garage or in a car-port.
9. No horses, cattle, hogs, sheep, poultry or other stock of animals other than household pets normally permitted in private homes in urban residential areas shall be kept upon the said lands. No breeding of pets for sale shall be carried on upon the said lands.

10. No incinerator or other refuse burning device shall be erected or maintained upon the property without the prior written consent of the Grantor and no such incinerator or device shall be used other than in accordance with the requirements of any statute, regulation or by-law promulgated by any governmental authority having jurisdiction in that regard.
11. The Grantee hereby agrees to consent to the construction of sidewalks, pavements, sewers, water mains and other local improvements which may be petitioned for by the Grantor.
12. No exterior television or radio aerials may be erected or maintained on any part of the said lands without the prior written consent of the Grantor.
13. No major repairs to any motor vehicle shall be effected save within a wholly enclosed garage.
14. Any building lot shall be kept clean and sanitary at all times and no sewage be placed or permitted to remain on any lot and no waste material of any kind shall be dumped or spread or allowed to remain on any building lot except only clean earth, rocks or gravel used for grading and landscaping purposes.
15. The Grantor shall have the right to convey to the Municipality of the County of Queens or other public authority any part of its remaining lands for park, recreational or other similar purpose or roadways or for pipes or conduits for sewage, drainage, electricity and other municipal services.
16. The restrictions herein contained are severable and the invalidity or unenforceability of any restrictions shall not affect the validity or enforceability of any other restrictions.
17. The Grantor may alter, waive or modify any of the foregoing building and other restrictions so long as their substantial character is maintained.



EMPTON

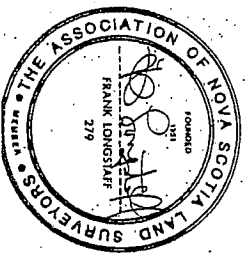
PLAN P-445
DETAIL

I hereby certify
was recorded in the
at Liverpool, in
at 5:00 o'clock
the 5th day of
A. D. 1975
at Pages 221.
Registrar of Deeds
of the County of

PLAN SHOWING
PHASES "1" &
- KEJIMKUJK RE-

KEMPT - QUEENS CO
NOVA SCOTIA

FRANK LONGSTAFF SURVEYING LTD.
24 Rosedale Dr., Dartmouth, N.S.
DATE: 25th APRIL 1975.



I CERTIFY THAT THIS PLAN
MANNER, IN WHICH THE LAND
BEEN SURVEYED BY ME AND IT
PARTED IN ACCORDANCE WITH
REGISTRY ACT, DATED THE
25th DAY OF
SIGNED: [Signature]



ABSTRACT OF TITLE

AAN: 03778312

REQUESTED: 16 MARCH 2023

REQUIRED: ASAP

file 098-22

REQUESTED BY: MARC DUNNING
OWNER: ROLAND POINDEXTER, CANNIS LANE
PARCEL ID(s): 70165832
ADDRESS: LABELLE ROAD, MOLEGA
LOT & SUBDIVISION:
ADDITIONAL INFORMATION
& INSTRUCTIONS:

No opinion is expressed as to the effect or validity of any document abstracted or referred to herein. Please examine all items carefully.

This summary is for your convenience only and is not a substitute for a thorough reading of the abstract.

SUMMARY

Property Online associates AAN 03778312 with PID 70165832, mapped as 1.2 acres on Labelle Road, a public highway at Molega. The listing cites as a title reference deed 112-607, item 1 page 5. It is not easy to relate the description in that deed to the parcel as mapped, but it is very roughly consistent. Where the dimensions of the mapped parcel are not consistent with the description, it appears that they follow a fence, which is shown on survey plan P-620, page 4.

The mapping is clearly based on this plan, and the listing refers to it. Unfortunately, the description does not refer to plan P-620 or to any plan. The westerly bound of the subject parcel is shown on Property Online mapping and elsewhere as "Quarry Road". The description refers instead to a "Parker Douglas Mines Road". Parker & Douglas Company was a gold mining company that owned lands in the area of Brookfield and Ponhook lake in the 1880's. We haven't been able to determine exactly where their lands were or what road would have led to them.

SEARCHED FROM: 1970

TO: N° 122242689, 20 MARCH 2023

PLAN: P=620

APPROVED: N/A

W Deed
15 Sept 1970
21 Sept 1970
\$595.00
112-607
#7767

Sol Mednick, Trustee

to

Roland Poindexter and
Cannis Lane
as Joint Tenants

Conveys:

All that certain piece and parcel of land situate lying and being in the District of Malaga Mines on the road leading from Malaga Mines to Greenfield, Being a lot or parcel of land situated on the North Side of the above described road and described as follows:

BEGINNING on the corner of the road leading through Malaga Mines and the road leading to the old Parker Douglas Mine
Thence following the Eastern margin of the old Parker Douglas Road 298 1/2 feet to the Arthur Whynott fence;
Thence following the said fence Eastwardly 541 1/2 feet to the Caledonia Mine Road;
Thence Southwesterly following the margin of the Caledonia Mine Road to the Malaga Greenfield Road
Thence Westwardly following the Malaga Greenfield road to the place of beginning

being the lands conveyed to Celia Whynott by Arthur Whynott by Deed dated May 6th, 1943 and registered at Liverpool N.S. June 22nd, 1943 in Book 77 pages 309-10 and from Celia Whynott to the said Rose Jodrey by deed dated June 12th 1950 and registered at Liverpool N.S. January 24th, 1956 in Book 90 Pages 615-616 and having been conveyed by Rose Joudrey to Wallace B. Wentzell by Deed dated the 23rd day of August 1956 which has been recorded in the Registry of Deeds Office at Liverpool N.S. in Book 91 at Page 626.



ABSTRACT OF TITLE

AAN: 00316105

REQUESTED: 16 MARCH 2023

REQUIRED: ASAP

REQUESTED BY: MARC DUNNING *file # 099-22*
OWNER: DEAN RUSHFELDT
PARCEL ID(s): 70122437
ADDRESS: SUNRISE CIRCLE WEST, LABELLE
LOT & SUBDIVISION: LOT 51 SUNRISE SHORES
ADDITIONAL INFORMATION
& INSTRUCTIONS:

No opinion is expressed as to the effect or validity of any document abstracted or referred to herein. Please examine all items carefully.

This summary is for your convenience only and is not a substitute for a thorough reading of the abstract.

SUMMARY

Property Online associates AAN 00316105 with PID 70122437, mapped as 33,500 square feet on Sunrise Circle West (not a public highway) at Labelle. Access is by deed private right-of-way.

The listing cites no title reference, but we find deed 147-52, item 1 page 8. The description in that deed refers to Plan P-670, page 6, which is consistent with the mapping.

Note restrictive covenants, page 5.

SEARCHED FROM:

TO: N° 122179527, 20 MARCH 2023

PLAN: P-670

APPROVED: N/A

SCHEDULE "A"

ALL that certain lot, piece or parcel of land situate, lying and being on the eastern side of Sunrise Circle West Road in the Sunrise Shores Sub-Division, area of LaBelle, County of Queens, Province of Nova Scotia, and being more particularly bounded and described as follows:

BEGINNING at a point on the eastern sideline of Sunrise Circle West Road, the said point marking the southwestern bound of Lot # 50;

THENCE to run along the southern boundary of Lot # 50 in an easterly direction two hundred ten feet (210') more or less to other lands of the Grantor;

THENCE to follow along other lands of the Grantor in a southerly direction one hundred sixty-five feet (165') more or less to the northeastern bound of Lot # 52;

THENCE to follow along the northern boundary of Lot # 52 in a westerly direction two hundred thirty feet (230') more or less to the eastern sideline of Sunrise Circle West Road;

THENCE to follow along the eastern sideline of Sunrise Circle West Road in a northerly direction one hundred fifty feet (150') more or less to the point of beginning;

The above described parcel of land being or intended to be Lot # 51 in the Sunrise Shores Sub-Division and to be shown on a Plan of Survey to be filed in the Registry of Deeds Office for the County of Queens, in the Town of Liverpool, at a later date.

TOGETHER WITH a free and unobstructed right-of-way for use at all times and for all purposes by the Grantees or Grantee, their or his heirs, administrators, executors and assigns, in common with the Grantor and in common with any other persons who now or who hereafter have the right to use all or any part of that right-of-way over the road shown on the Plan hereinbefore referred to and over any other roads leading from the Main Public Highway to the lands herein conveyed.

Schedule "B"

BUILDING RESTRICTIONS

- (1) The lands to which these building restrictions shall apply thereinafter called the "lands" include 23 Bridle Path 51 Sunrise Shores in the Municipality of QUEENS as shown on a Plan filed in the Registry Office for the Registration in the County of ... and Province of Nova Scotia
- (2) Each of the lots shown on the Plan hereinbefore referred to shall be a separate lot for the purposes of the application of the restrictive covenants herein set forth
- (3) "Garage" as used herein shall include any construction used or to be used for the housing or protection of motor vehicles
- (4) No building shall be erected on lots or parcels thereof situate on any of the lands other than detached private dwelling houses of one dwelling unit only to and for the use of a single family and one garage.
- (5) No building shall be erected on any lot or parcel which shall have any of its main walls or any part of that building nearer to the street line in front of or behind the main lot of parcel or have its nearest main side wall nearer to the side limits of the lot or parcel than fifteen feet (15') or have any wall nearer to the high water mark of any lake or body of water than One Hundred feet (100') from the high water mark
- (6) No private dwelling house shall be erected or stand upon any lot or parcel which shall have a ground floor area of less than Five Hundred (500) square feet and which shall cost less than Five Thousand Dollars (\$5,000.00) Before beginning construction of any house the owner of the lot shall submit the plans of such dwelling house to Natural Retreats of Nova Scotia Limited and its successors and such construction shall be subject to the approval of that Company.
- (7) No private dwelling shall be constructed on any lot in such a way that it will be readily visible from the lake or in such a way that the height of the private dwelling shall exceed the height of the majority of the trees on the lot
- (8) No garage exceeding twelve feet (12') in height shall be erected on any lot or parcel unless such garage is attached to and forms part of a building containing the dwelling unit upon that lot.
- (9) No fence shall be erected or maintained upon those lands or any part thereof other than an ornamental iron or wooden fence of open construction with or without brick or stone foundations and no such fence shall be higher than four feet (4'), or be situated within fifteen feet (15') of the street line in front of the lot or parcel on which that fence is erected or be situated within fifty feet (50') of the approximate mean high water mark of the lake shore
- (10) The lands of any buildings erected thereon shall not be used for the purpose of any profession, trade, employment, service, manufacture or business of any description, nor as a school, hospital, nor other charitable institution, nor as a hotel, roominghouse, or place of public resort, nor for any sport (other than such games as are usually played in connection with the occupation of a private residence) nor for any other purpose than a private dwelling residence for the use of one family only to each dwelling unit, nor shall anything be done or permitted upon any of the lands or buildings erected or to be erected thereon which shall be a nuisance to the occupants of any neighbouring lands or buildings.
- (11) No trailer or mobile home of any kind shall be permanently placed or installed upon a foundation or otherwise upon any lands, except as temporary accommodation
- (12) No excavation shall be made on the lands except excavations for the purpose of building on the same at the time of commencement of such building or for the improvement of the gardens and grounds thereof, or for the digging of a well
- (13) No soil, sand or gravel shall be removed from the lands except with the prior permission of the Grantor. Trees shall not be removed from the lot except for good forest care or the cutting of a line way or building site.
- (14) No building waste or other material of any kind shall be dumped or stored on the lands except clean earth for the purpose of levelling in connection with the erection of a building thereon or the immediate improvement of the grounds. All garbage and other waste shall be transported to the Public Highway at a place convenient for pickup by a garbage collector servicing that part of the County.
- (15) The Grantor shall have the right to convey to the Municipality of ... or any other public authority any part of the lands (other than the lands already conveyed to the public) recreational, street or other similar purposes
- Whenever in these restrictions reference is made to the Grantor, it shall include the representatives and assigns, the owner or owners for the time being.

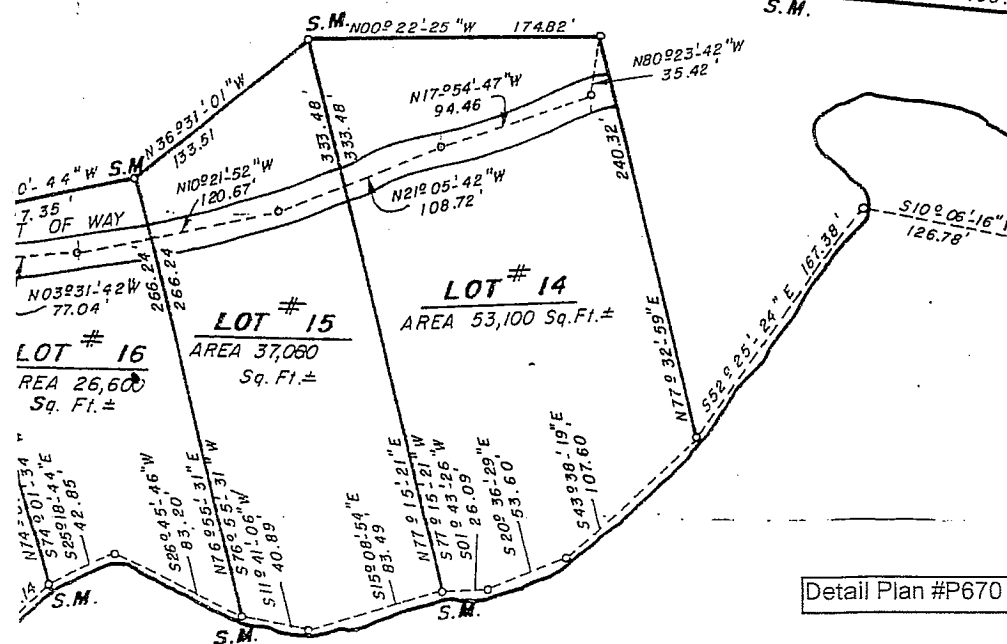
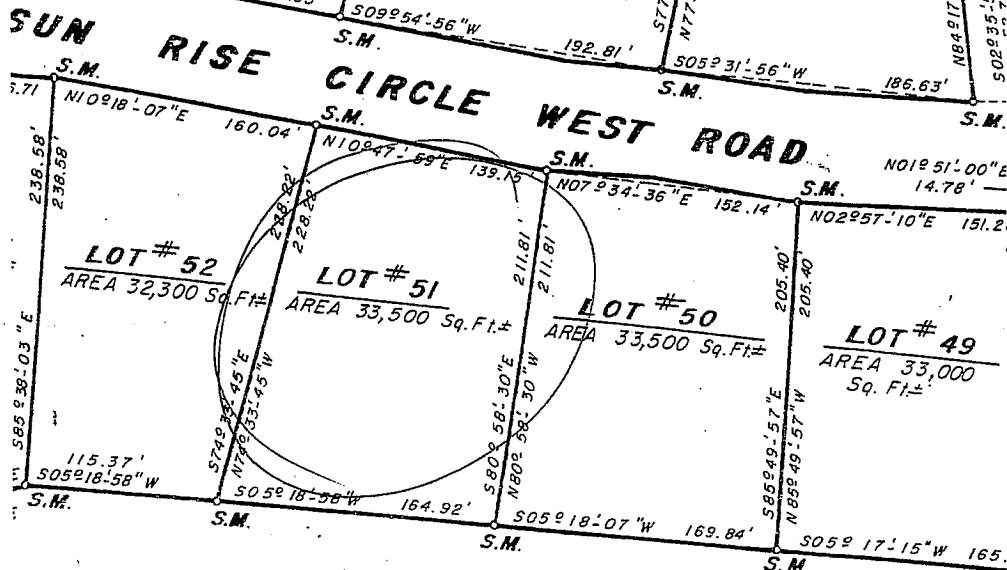
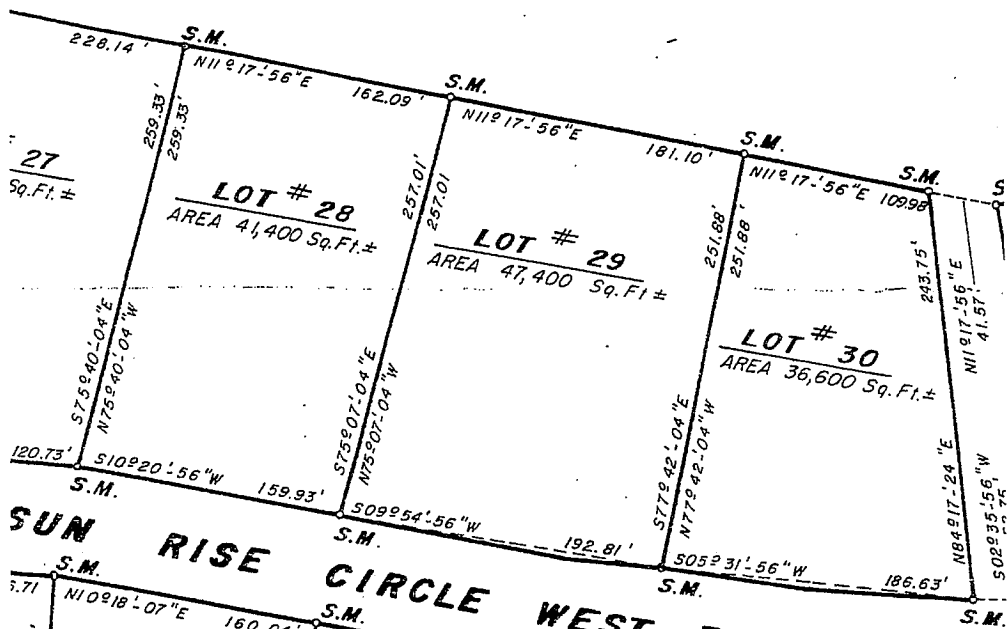
(17) To the intent that the burden of this Covenant shall run with the lands for a period of 50 years from January 1, 1973 The Grantor or more than one, the Grantees, for himself or themselves and his or their representatives and assigns, covenant and agree with the Grantor, his successors in title from time to time, of all or any part or parts of the said lands, will observe and comply with the stipulations, restrictions and provisions set forth in this Schedule "B".

(18) Notwithstanding anything herein contained, the Grantor shall have power by instrument or instruments in writing from time to time, to waive, alter, or modify the above covenants and restrictions in their application to any lot or lots, parcel or parcels of land comprising part of the lands without notice to the owners of any other lot or lots, parcel or parcels of land on that Plan. Notwithstanding anything herein contained, the Grantor shall have power by instrument or instruments in writing to assign all or any part of its rights.

COVENANTS

THE GRANTEES AND PURCHASERS COVENANT AND AGREEMENT WITH THE GRANTORS AND VENDORS AS FOLLOWS

- (1) That the Grantee shall complete the exterior of any building to be erected on any lot by him within a period of eighteen (18) months from the date of beginning construction, for purposes of determining the beginning of construction, it shall be deemed to have been commenced upon the beginning of any excavation upon those lands by the Grantor
- (2) That the Grantee shall contribute to the cost of maintenance, repair and improvement of any street or road or right of way other than a public highway, adjacent to each lot conveyed to the Grantee. The Grantee shall contribute to such cost that amounts calculated in the following manner: The total cost of any needed repairs shall be divided by the total number of feet along both sides of the road, street or otherwise being repaired. The said Grantee shall contribute then that amount of money in Canadian currency which is the product of the cost per foot of repairing the said road, street or otherwise multiplied by the number of road front feet which the said Grantee owns.
- (3) That the Grantee may in association with all the other owners of property on the same road, street or right of way, form a society for the upkeep and repair of that road, street, or otherwise and that the Grantor may in its discretion convey to such society so formed title to the road street or otherwise.
- (4) The Grantor or its servants, agents or employees may enter into an agreement with the Grantee or Grantees and their successors in title to those Grantees for the maintenance of the roads servicing the lands hereinbefore referred to on a per front foot cost basis under agreements which may from time to time be negotiated between the parties
- (5) That the Grantee shall provide at least one full bathroom in a dwelling erected upon the lands by him and shall provide a septic tank or draining into an adequate sewage disposal bed or any other sewage disposal system acceptable to the Department of Health
- (6) That the Grantee will provide by dug or drilled well for his drinking and purified water from a lake after consent from the Grantor's such water as may be required for any building constructed upon the lands herein conveyed.
- (7) That the Grantee shall obtain the approval of the Department of Health for the Municipality of QUEENS before installing any septic tank or well.
- (8) That the Grantee shall not damage or remove any survey stakes planted, and that if any such stake is damaged or removed by the Grantee, his servants, agents, workmen, vehicles, materials or equipment and in the opinion of the Grantor replacement of such stake is necessary, the Grantee will pay the cost of such replacement to the Surveyor.
- (9) That in the event the Grantor assigns the land described herein the Grantee shall require the Purchaser of such lands to execute covenants and all restrictions equivalent to the covenants contained herein
- (10) Notwithstanding anything herein contained, the Grantor shall have power by instrument or instruments in writing from time to time, to waive, alter, or modify the above covenants and restrictions in their application to any lot or lots, parcel or parcels of land comprising part of the lands without notice to the owners of any other lot or lots, parcel or parcels of land on that Plan. Notwithstanding anything herein contained, the Grantor shall have power by instrument or instruments in writing to assign all or any part of its rights
- (11) That the Grantees shall not use a power boat on Lake Annis or Hidden Lake or launch such a boat from the shores thereof, or in any way whatsoever pollute the waters of the aforesaid lakes.



Detail Plan #P670

②

W Deed
25 Sept 1984
03 Oct 1984
\$1.00
221-724
#3176

Peter Bey & ux
Elizabeth Bey
only spouses of one another

to

Dean Rushfeldt

Conveys: lot 51 Sunrise Shores Subdivision
on E/S Sunrise Circle West Road as
shown on plan of survey to be filed

Together with a right of way, in common with others,
over the road shown on the plan and over
any other roads leading to the public highway

Subject to Restrictive Covenants



RECORD RESEARCH OF NOVA SCOTIA, LIMITED

ABSTRACT OF TITLE

AAN: 01837125

REQUESTED: 16 MARCH 2023

REQUIRED: ASAP

REQUESTED BY: MARC DUNNING
OWNER: GOLDIE HACQUOIL
PARCEL ID(s): 70127709
ADDRESS: FOREST CLOSE, LABELLE

file # 101-22

LOT & SUBDIVISION: LOT 8 FOREST COUNTRY

ADDITIONAL INFORMATION
& INSTRUCTIONS:

No opinion is expressed as to the effect or validity of any document abstracted or referred to herein. Please examine all items carefully.

This summary is for your convenience only and is not a substitute for a thorough reading of the abstract.

SUMMARY

Property Online associates AAN 01837125 with PID 70127709, mapped as 32,700 square feet on Forest Close (not a public highway) at Labelle. Access is by deeded private right-of-way.

The listing cites as a title reference deed 162-414, item 1 page 8. The description in that deed refers to plan P-771, page 7, which is consistent with the mapping.

The attributed owner is Goldie Hacquoil, who is a joint tenant with George Hacquoil in deed 162-414. The listing cites a non-registered notice of death dated 3 May 2010, but it does not say whose.

Note covenants, pages 5 and 6.

Also note mortgage 162-419, item 2 page 8.

SEARCHED FROM: 1977

TO: N° 122179527 16 MARCH 2023

PLAN: P-771

APPROVED: N/A

SCHEDULE "A"

ALL that certain lot, piece or parcel of land situate, lying and being on the eastern side of a road called Forest Close in the Forest County Sub-Division of Natural Retreats of Nova Scotia Limited, area of LaBelle, County of Queens, Province of Nova Scotia, and being more particularly bounded and described as follows:

BEGINNING at an iron bolt with aluminum cap set on the eastern sideline of the road called Forest Close, the said iron bolt with aluminum cap marking the northwest bound of Lot #6 and the southwest bound of the lot herein described;

THENCE to follow along the eastern sideline of the road called Forest Close, north seventeen degrees twelve minutes zero six seconds east (N17°-12'-06"E) one hundred fifty decimal forty-six feet (150.46') to an iron bolt with aluminum cap marking the southwest bound of Lot #10;

THENCE to follow along the southwestern boundary of Lot #10, south sixty-seven degrees forty-five minutes thirty-five seconds east (S67°-45'-35"E) two hundred fifty-eight decimal seventeen feet (258.17') to an iron bolt with aluminum cap marking the southeast bound of Lot #10;

THENCE to follow along other lands of the Grantor, south eleven degrees fifty-six minutes twenty-five seconds west (S11°-56'-25"W) ninety-nine decimal eighty-two feet (99.82') to an iron bolt with aluminum cap marking the northeast bound of Lot #6;

THENCE to follow along the northern boundary of Lot #6, north seventy-eight degrees fifty-two minutes fifty seconds west (N78°-52'-50"W) two hundred sixty-seven decimal eighty feet (267.80') to an iron bolt with aluminum cap being the point of beginning;

The above described parcel of land being or intended to be Lot #8 and to contain in all 32,700 square feet more or less as shown on a Plan of Survey #4311 by R. L. Hunt Survey Associates Limited, the said Plan being recorded in the Registry of Deeds Office for the County of Queens in the Town of Liverpool as P-771

TOGETHER WITH a free and unobstructed right-of-way for use at all times and for all purposes by the Grantees or Grantee, their or his heirs, administrators, executors and assigns, in common with the Grantor and in common with any other persons who now or who hereafter have the right to use all or any part of that right-of-way over the road shown on the Plan hereinbefore referred to and over any other roads leading from the Main Public Highway to the lands herein conveyed.

BEING AND INTENDED TO BE a portion of Lot #1 as contained in a conveyance to Natural Retreats of Nova Scotia Limited by Alan Hugh Hunt and his wife, Kate Kinlock Hunt and Colin Boardman Hunt and his wife Olive Hunt, by Warranty Deed dated the 31st day of January 1970 and registered in the Registry of Deeds Office for the County of Queens in the Town of Liverpool on the 16th day of February 1970 in Book 110 at Page 362.

**LAKELAND RETREATS
SCHEDULE "C"
BUILDING RESTRICTIONS**

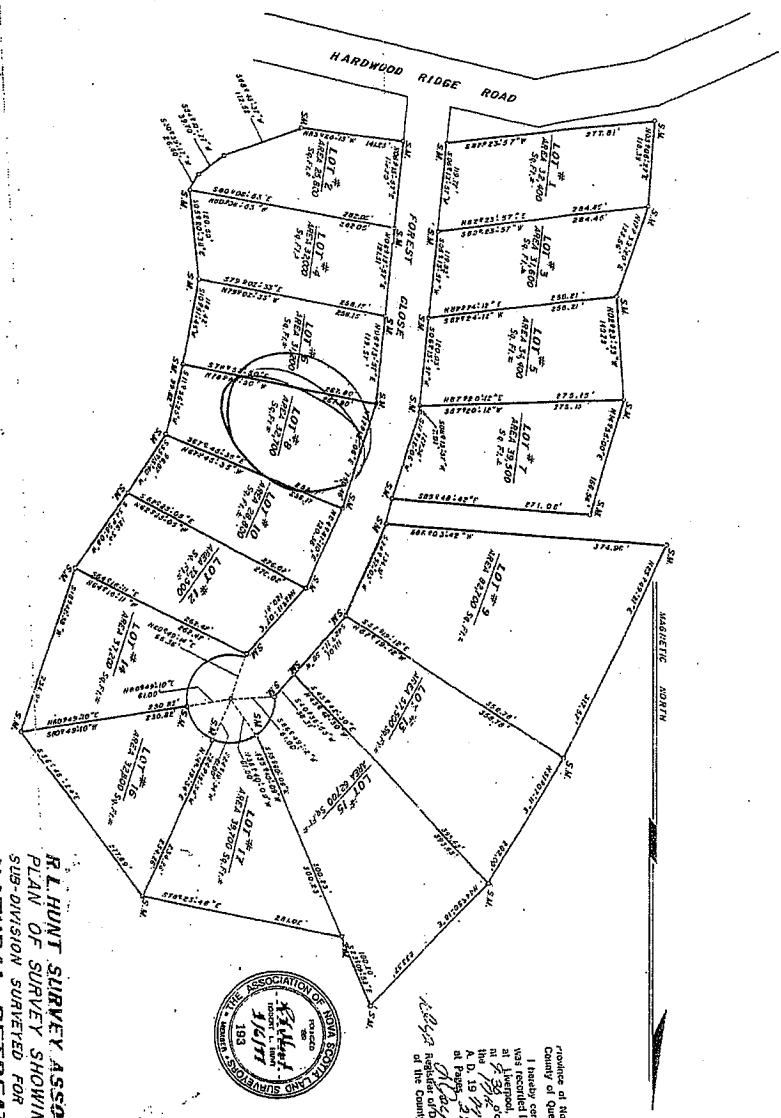
1. The lands to which these building restrictions shall apply (hereinafter called the "lands") include all lands sold under the auspices of "Lakeland Retreats", and are as shown on Plans filed in the Registry Office for the Registration District of the County of Queens and Province of Nova Scotia.
2. Each of the lots shown on the Plan hereinbefore referred to shall be a separate lot for the purposes of the application of the restrictive covenants herein set forth.
3. No buildings shall be erected on lots or parcels thereof situate on any of the lands other than houses of one dwelling unit only, to and for the use of a single family residential unit, and not for any commercial or institutional purposes.
4. No building shall be erected on any lot or parcel of land which shall have any of its main walls or any part of that building nearer to any of the boundaries, of the said lot, than fifteen feet (15'). In an instance where a boundary of the lot is the mean highwater mark, no part of the building shall be within one hundred feet (100') of the water boundary.
5. Before beginning construction of any house the owner of the lot shall submit the plans of such dwelling house to the Vendor or its successors and such construction shall be subject to the approval of that Company. All houses shall have a ground floor area of not less than five hundred square feet (500 sq. feet).
6. No private dwelling shall be constructed on any lot in such a way that it will be readily visible from the lake or in such a way that the height of the private dwelling shall exceed the height of the majority of the trees on the lot.
7. No fence shall be erected or maintained upon those lands or any part thereof other than an ornamental iron or wooden fence of open construction and no such fence shall be higher than four feet (4'), or be situated within fifteen feet (15') of the street line in front of the lot or parcel on which that fence is erected:
8. No trailer or mobile home of any kind shall be permanently placed or installed upon a foundation or otherwise upon any lands except as temporary accommodation.
9. No soil, sand or gravel shall be removed from the lands except with the prior permission of the Vendor. Trees shall not be removed from the lot except for good forest care.
10. No building waste or other material of any kind shall be dumped or stored on the lands except clean earth for the purpose of levelling in connection with the erection of a building thereon or the immediate improvement of the grounds. All garbage and other waste shall be transported to the Public Highway at a place convenient for pickup by a garbage collector servicing that part of the County.
11. The Purchaser shall provide at least one full bathroom in any dwelling erected upon the lands by him and shall provide a septic tank draining into an adequate sewage disposal bed.
12. The Purchaser shall provide by dug or drilled well (or by filtered and purified water from a lake after consent from the Vendor) such water as may be required for any building constructed upon the lands herein conveyed.
13. The Purchaser shall obtain the approval of the Department of Health for the Municipality of Queens before installing any septic tank or well.
14. The Vendor shall have the right to convey to the Municipality or other public authority any part of the lands (other than the lands already conveyed) for park, recreational, street or other similar purposes.
15. Wherever in these restrictions, reference is made to the Grantor, it shall include the representatives and assigns of the Vendor.
16. To the intent that the burden of this Covenant shall run with the lands forever, the Purchaser, or if more than one, the Purchasers, for himself or themselves and his or their representatives and assigns, covenant and agree with the Vendor, their successors in title from time to time, of all or any part or parts of the said lands, will observe and comply with the stipulations, restrictions and provisions set forth in this Schedule "C".
17. Notwithstanding anything herein contained, the Vendor shall have power by instrument or instruments in writing from time to time, to waive, alter, or modify the above covenants and restrictions in their application to any lot or lots, parcel or parcels of land comprising part of the lands without notice to the owners of any other lot or lots, parcel or parcels of land on that Plan. Notwithstanding anything herein contained, the Vendor shall have power by instrument or instruments in writing to assign all or any part of its rights.

(See Reverse for Schedule "D")

SCHEDULE "D"
COVENANTS

THE PURCHASERS COVENANT AND AGREE WITH THE VENDORS AS FOLLOWS:

1. That the Purchasers shall complete the exterior of any building to be erected on any lot by him within a period of eighteen (18) months from the date of beginning construction; for the purposes of determining the beginning of construction, it shall be deemed to have been commenced upon the beginning of any excavation upon those lands by the Purchasers.
2. That the Purchaser shall not damage or remove any survey stake planted, and if such stake is damaged or removed by the Purchaser, his servants, agents, workmen, vehicles, materials or equipment and in the opinion of the Vendor replacement of such stake is necessary, the Purchasers will pay the cost of such replacement by the Surveyor.
3. That in the event the Purchaser assigns the land described in Schedule "A" herein, the Purchaser shall require the purchaser of such lands to execute covenants and all restrictions equivalent to the covenants contained herein.
4. That the Purchasers shall not use a power boat on Lake Annis or Hidden Lake, or launch such a boat from the shores thereof, or in any way whatsoever pollute the waters of the aforesaid lakes.
5. The Purchaser agrees to join and become a member of a lot owners' association to be formed amongst all the lot owners of the subdivision and to abide by all the rules and by-laws established by the association. The Vendor hereby agrees to convey to the aforesaid lot owners' association all the roads and green areas set out on the plan of subdivision. The Vendor reserves a right-of-way over all green areas and roads conveyed, for all and any purposes which the Vendor shall deem necessary. It is understood that the Vendor, its heirs and assigns, will have a permanent seat in the lot owners' association with full voting rights and membership privileges.
6. Notwithstanding anything herein contained, the Vendor shall have power by instrument or instruments in writing from time to time, to waive, alter, or modify the above covenants and restrictions in their application to any lot or lots, parcel or parcels of land comprising part of the lands, without notice to the owners of any other lot or lots, parcel or parcels of land on that Plan. Notwithstanding anything herein contained, the Vendor shall have power by instrument or instruments in writing to assign all or any part of its rights.



Province of Nova Scotia
County of Queens
I hereby certify that the within instrument
was recorded in the office of Deeds Office
at 7:30 o'clock on the 11th day of January
A.D. 1977 at Book Number 162
at *Registrar's Office*
of the County of Queens

R.L. HUNT SURVEY ASSOCIATES LTD.
PLAN OF SURVEY SHOWING
SUB-DIVISION SURVEYED FOR
NOVA SCOTIA LIMITED
FOREST CLOSE, FOREST COUNTRY SUB-DIVISION
LABELLE, QUEENS CO., N.S.
SURVEYED MAY 1977
SCALE 1" = 100'
DRAWN BY *W. J. [Signature]*
SURVEYED BY *W. J. [Signature]*

I certify that this Plan accurately shows the manner in which the land hereunder
has been surveyed and subdivided by me and the said Plan is prepared
in accordance with the provisions of the Registry Act.
Dated this 17th day of June A.D. 1977
W. J. [Signature] #193
Nova Scotia Land Surveyor

W. J. [Signature] #193
REVISED JUNE 9 6 9 / 1977
NOTE -
S.M. 700 BSM WITH
Mammouth Coy

REVISED REGISTRY NO. P-
REVISED REGISTRY NO. P-761
PLAN NO. 4311

1/98

2221

PLAN P-771



Search Provincial Map Bulletin+Board 1 Help

Land Registration View

* Indicates interests inherited on subdivision or re-configuration of parcel

PID	70143029	Parcel Type	STANDARD PARCEL	Status	ACTIVE
Area	29900.0 SQUARE FEET	Parcel Access	PRIVATE (OPENLY USED AND ENJOYED)	Manag. Unit	MU9930
Lot	LOT 51	Created	Jun 01, 1995 12:00:00AM		
PDCA Status	APPROVED	Municipal Unit	REGION OF QUEENS MUNICIPALITY	Manner of Tenure	JOINT TENANTS
LR Status	LAND REGISTRATION	LR Date	Aug 28, 2006 04:42:24PM		

file #001-23

Location	County	Primary Location	Source
BAKER POINT ROAD MOLEGA	QUEENS COUNTY	Yes	Not Assigned by Municipality

Comments

Assessment Account	Value	Tax District	Tax Ward	Tax Sub
04064046	\$10,000 (2023 RESOURCE TAXABLE)	100	000	

- [Back to Results](#)
- [Details View](#)
- [Parcel Archive View](#)
- [Map View](#)

Registered Interests

Interest Holder (Qualifier)	Interest Holder Type	Mailing Address	Type	Year	Doc #	Book/Page/Plan	Registration Date	NS Non-Res?
JOHANN FUERST	FEE SIMPLE	4 LAERCHENSTRASSE UNTERSCHLEISSHEIM DE 85716	DEED	2006	86064731 View Doc		Sep 06, 2006	Yes
BARBARA BORGSMUELLER	FEE SIMPLE	4 LAERCHENSTRASSE UNTERSCHLEISSHEIM DE 85716	DEED	2006	86064731 View Doc		Sep 06, 2006	Yes

Farm Loan Board - Occupants & Mailing Addresses

Name:	Interest Holder Type	Mailing Address
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No Records Found

Benefits to the Registered Interests

Benefit Details	Interest Holder Type	Type	Year	Doc #	Book/Page/Plan	Registration Date
TOGETHER WITH AN EASEMENT / RIGHT OF WAY	EASEMENT / RIGHT OF WAY HOLDER (BENEFIT)	DEED	1987	396 View Doc	Book 241 Page 371	Feb 02, 1987
70194139	SERVIENT TENEMENT PID	DEED	1987	396 View Doc	Book 241 Page 371	Feb 02, 1987
70274634	SERVIENT TENEMENT PID	DEED	1987	396 View Doc	Book 241 Page 371	Feb 02, 1987
70274659	SERVIENT TENEMENT PID	DEED	1987	396 View Doc	Book 241 Page 371	Feb 02, 1987
70274675	SERVIENT TENEMENT PID	DEED	1987	396 View Doc	Book 241 Page 371	Feb 02, 1987

Burdens on the Registered Interests

Interest Holder (Qualifier)	Interest Holder Type	Mailing Address	Type	Year	Doc #	Book/Page/Plan	Registration Date
SUBJECT TO RESTRICTIVE COVENANTS	COVENANT HOLDER (BURDEN)	UNKNOWN NS CA	DEED	1987	396 View Doc	Book 241 Page 371	Feb 02, 1987
SUBJECT TO BUILDING RESTRICTIONS	COVENANT HOLDER (BURDEN)	UNKNOWN NS CA	DEED	1987	396 View Doc	Book 241 Page 371	Feb 02, 1987
VARIOUS PIDS	EASEMENT/ROW HOLDER (BURDEN) - DOMINANT PID	UNKNOWN	DEED	1987	396 View Doc	Book 241 Page 371	Feb 02, 1987

Textual Qualifications on Title

Qualifications Text:

Tenants in Common not registered pursuant to the Land Registration Act

Interest Holder (Qualifier)	Interest Holder Type	Mailing Address	Type	Year	Doc #	Book/Page/Plan	Registration Date
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No Records Found

Recorded Interests

Interest Holder (Qualifier)	Interest Holder Type	Mailing Address	Type	Year	Doc #	Book/Page/Plan	Registration Date
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No Records Found

Parcel Description
PID 70143029

ALL that certain lot, piece or parcel of land situate, lying and being on the western side of the private road leading from New Elm to Baker Point near the community of New Elm, County of Queens, Province of Nova Scotia, and being more particularly described as follows:

BEGINNING at an iron bolt with aluminum cap set on the western sideline of the aforesaid road, the said iron bolt with aluminum cap marking the northeast bound of Lot 53 and the southeast bound of the lot herein described;

THENCE to follow along the northern boundary of Lot 53, north seventy-six degrees twenty eight minutes zero zero seconds west (N76 degrees - 28'- 00" W) two hundred ninety-five decimal zero two feet (295.02') to an iron bolt with aluminum cap marking the northwest bound of Lot 53;

THENCE to follow along other lands of the Grantor, north eleven degrees, twelve minutes thirty seconds west (N 11 degrees- 12' - 30"W) one hundred twenty decimal ninety-one feet (120.91') to an iron bolt with aluminum cap;

THENCE to follow along other lands of the Grantor, south seventy six degrees, forty four minutes forty five seconds east (S 76 degrees- 44'-45"E) two hundred forty six decimal twenty nine feet (246.29') to an iron bolt with aluminum cap set on the western sideline of the Baker Point Road;

THENCE to follow along the western sideline of the Baker Point Road, south twenty eight degrees zero seven minutes thirty one seconds east (S28 degrees- 07'- 31"E) one hundred forty-eight decimal sixty-two feet (148.62') to the POINT OF BEGINNING;

THE above described parcel of land being or intended to be a portion of a grant of land granted to Jeremiah Baker by Grant 6068 and is that parcel of lands marked Lot 51 and to contain in all 29,900 square feet more or less on a Plan of Survey 5086 by R. L. Hunt Survey Associates Limited, the said Plan being registered in the Registry of Deeds Office for the County of Queens in the Town of Liverpool as P-461.

TOGETHER WITH a free and unobstructed right of way for use at all time and for all purposes by the Grantees or Grantee, their or his heirs, administrators, executors and assigns, in common with the Grantor and in common with any other persons who now or who hereafter have the right to use all or any part of that right of way over the road shown on the plan hereinbefore referred to and over any other roads leading from the Main Public Highway to the lands herein conveyed.

SUBJECT TO those Restrictive Covenants and Building Restrictions as outlined in a deed recorded at the Registry of Deeds at Liverpool on February 2, 1987, in Book 241at Page 371 as Document Number 396.

The parcel was created by a subdivision that predates subdivision control or planning legislation or by-laws in the municipality and therefore no subdivision approval was required for creation of this parcel.

Non-Enabling Documents

Inst Type	Inst No	Year	Type	Book/Page	Registration System	Registration Date
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No Non Enabling Documents Found

Non-Enabling Plans

Inst Type	Inst No	Year	Type	Plan Name	Drawer Number	Registration Date
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No Non Enabling Plans Found

AFR Bundles

Inst Type	Inst No	Year	Type	Filing Reference	Instrument Date
-----------	---------	------	------	------------------	-----------------

No AFR Bundles Found

Parcel Relationships

Related PID	Type of Relationship
-------------	----------------------

No Related PIDs Found

[Back to Results](#) [Details View](#) [Parcel Archive View](#) [Map View](#)

This parcel IS REGISTERED PURSUANT TO THE *Land Registration Act*. The registered owner of the registered interest owns the interest defined in this register in respect of the parcel described in the register, subject to any discrepancy in the location, boundaries or extent of the parcel and subject to the overriding interests [*Land Registration Act* subsection 20(1)].

No representations whatsoever are made as to the validity or effect of recorded documents listed in this parcel register. The description of the parcel is not conclusive as to the location, boundaries or extent of the parcel [*Land Registration Act* subsection 21(1)].

[Boundary/Area Problem](#) [General Problem](#) [Municipal Tax Query](#)



ABSTRACT OF TITLE

AAN: 10814049

REQUESTED: 16 MARCH 2023

REQUIRED: ASAP *file #002-23*

REQUESTED BY: MARC DUNNING
OWNER: JOHN PACK (Attributed)
PARCEL ID(s): 70274477
ADDRESS: HIGHWAY 208, PLEASANT RIVER
LOT & SUBDIVISION:
ADDITIONAL INFORMATION
& INSTRUCTIONS:

No opinion is expressed as to the effect or validity of any document abstracted or referred to herein. Please examine all items carefully.

This summary is for your convenience only and is not a substitute for a thorough reading of the abstract.

SUMMARY

Property Online associates AAN 10814049 with PID 70274477, mapped as 1.25 acres on Highway 208 at Pleasant River. The listing cites as a title reference deed 13-31, item 1 page 4. The description in that deed refers to adjoiningers who are no longer there, but it is not inconsistent with the mapping.

Property Online attributes the property to John Pack, the grantee in deed 13-31; however, we found two subsequent deeds--16-460, item 2 page 5, and 16-461, item 3 page 6--which put title in a George Allen as of 1856. We find no further conveyance, and no estate for George Allen.

SEARCHED FROM: 1843

TO: N° 122343586, 24 APRIL 2023

PLAN: NONE

APPROVED: N/A



ABSTRACT OF TITLE

AAN: 05492548

REQUESTED: 16 MARCH 2023

REQUIRED: ASAP *file #003-23*

REQUESTED BY: MARC DUNNING
OWNER: KARL ROSS MEISNER
PARCEL ID(s): 70151162
ADDRESS: MINARD ROAD, HARMONY
LOT & SUBDIVISION:
ADDITIONAL INFORMATION
& INSTRUCTIONS:

No opinion is expressed as to the effect or validity of any document abstracted or referred to herein. Please examine all items carefully.

This summary is for your convenience only and is not a substitute for a thorough reading of the abstract.

SUMMARY

Property Online associates AAN 05492548 with PID 70151162, mapped as 9,790 square feet off Minard Road, at Harmony. The parcel has no public road frontage and no deeded access.

The listing cites as a title reference deed 205-418, item 1 page 6. The description in that deed is consistent with the mapping.

SEARCHED FROM: 1980

TO: N° 122230825, 28 MARCH 2023

PLAN: NONE

APPROVED: N/A

SCHEDULE "A"

Deed Description

Magnetic North 1980

September 19, 1980

ALL that lot of land situate in the District of Caledonia, in the County of Queens, in the Province of Nova Scotia, and being more particularly bounded and described as follows:

BEGINNING at an iron pipe set at the southwest corner of the Randolph Lewis property to the south of the road leading to west Caledonia, and being on the east boundary line of the land owned by N.F. Douglas and Company;

THENCE north eighty-one degrees thirty-eight minutes thirty-four seconds east (N81°38'34"E) along the lands of Randolph Lewis ninety-seven decimal eighty-nine feet (97.89') to an iron pipe set at the southeast corner of the Randolph Lewis property;

THENCE south eight degrees twenty minutes fifty seconds east (S08°20'50"E) along the lands of Mac Ellis Douglas one hundred decimal zero feet (100.0') to a survey marker set at the southeast corner of the herein described lot;

THENCE south eighty-one degrees thirty-nine minutes west (S81°39'W) along the lands of Mac Ellis Douglas ninety-seven decimal eighty-nine feet (97.89') to a survey marker set at the southwest corner of the herein described lot, and being on the east boundary line of the lands owned by N.F. Douglas & Co. Ltd;

THENCE north zero eight degrees twenty-one minutes ten seconds west (N08°21'10"W) along the lands of N.F. Douglas & Co., Ltd., one hundred decimal zero feet (100.00') to the PLACE OF BEGINNING.

The above described lot contains an area of 9,790 square feet more or less and being and intended to be a piece or portion of the Mac Ellis Douglas property conveyed to him by Laurie E. Douglas.

ALSO being portion of lot No. 1 described in a deed from Richard F. Douglas to Laurie E. Douglas, dated May 30, 1931, and recorded at the Registry of Deeds Office, Liverpool, in Book 68, Page 653.

CERTIFICATE OF CLERK



I hereby certify that the deed transfer tax on this deed has been paid in full on this 19th day of September A. D. 19 82

[Signature]
Municipal Clerk

of the Municipality of Queens



ABSTRACT OF TITLE

AAN: 03191583

REQUESTED: 16 MARCH 2023

REQUIRED: ASAP

REQUESTED BY: MARC DUNNING

OWNER: MANFRED & MARGIT WINGERT

PARCEL ID(s): 70139449

ADDRESS: TUPPER LAKE, WESTFIELD

LOT & SUBDIVISION: 5 MEDLEE LIMITED, TUPPER LAKE

ADDITIONAL INFORMATION
& INSTRUCTIONS:

file# 006-23

No opinion is expressed as to the effect or validity of any document abstracted or referred to herein. Please examine all items carefully.

This summary is for your convenience only and is not a substitute for a thorough reading of the abstract.

SUMMARY

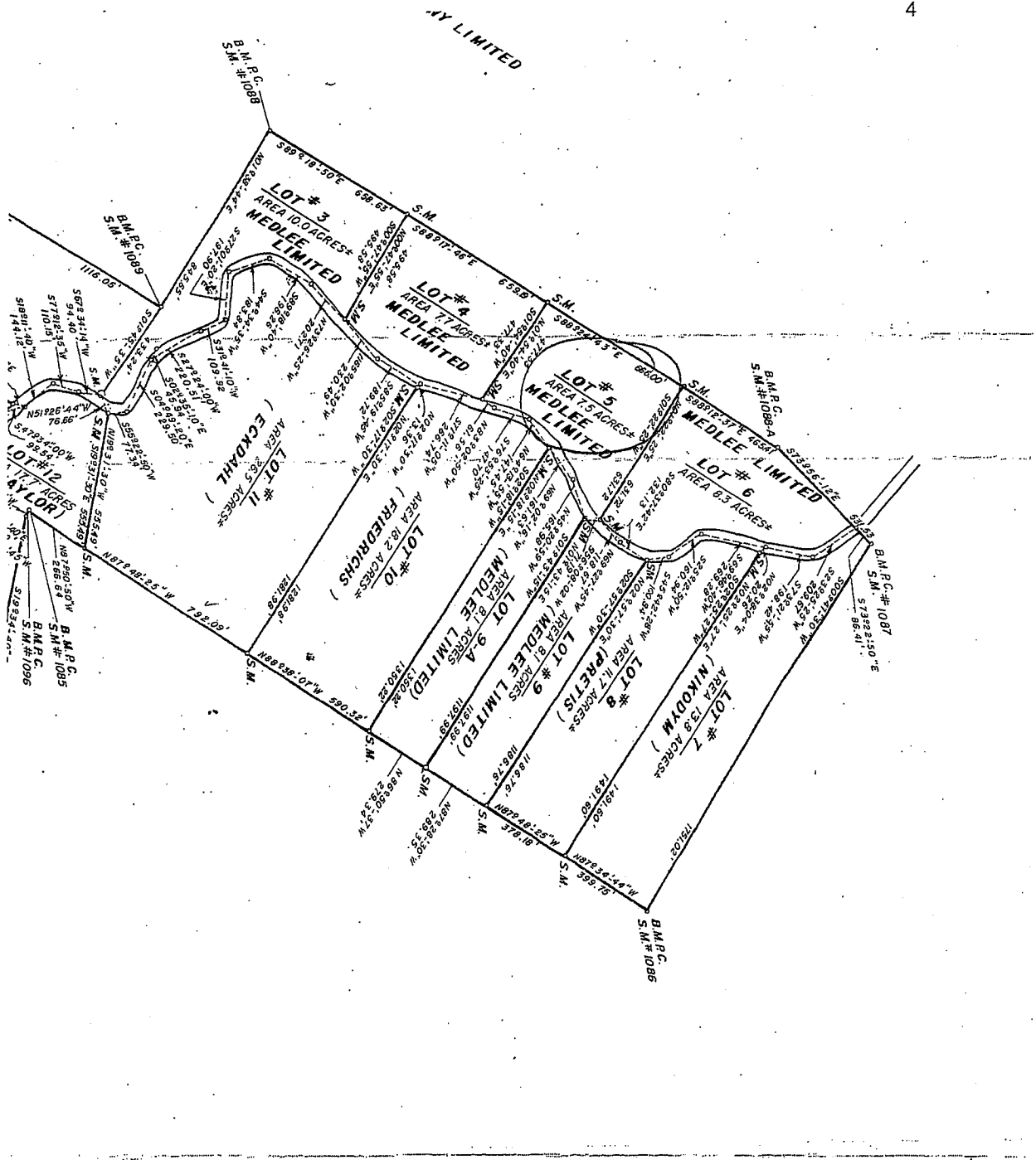
Property Online associates AAN 03191583 with PID 70139449, mapped as 7.5 acres on an unnamed private road at Tupper Lake. The lot has no public road frontage and no deeded right-of-way. The listing cites no title reference, but we find deed 192-780, item 1 page 6. The description in that deed refers to Plan 1705, page 4, which is consistent with the mapping.

SEARCHED FROM: 1981

TO: N° 122267165, 4 APRIL 2023

PLAN: 1705

APPROVED: N/A



PROPERTY OF
BOWATERS MERSEY PA.

PLAN 1705
DETAIL

R. L. Hunt Survey Associates Limited

NOVA SCOTIA LAND SURVEYOR

Medlee Limited Backland Sub-Division Lot # 5

ALL that certain lot, piece or parcel of land situate, lying and being to the east of Tupper Lake in the area of Northfield, County of Queens, Province of Nova Scotia, and being more particularly bounded and described as follows:

BEGINNING at an iron bolt with aluminum cap set on the northern sideline of an access road, the said iron bolt with aluminum cap marking the southeast bound of Lot # 4;

THENCE to follow along the eastern boundary of Lot # 4, north zero one degrees fifty-four minutes forty seconds east ($N01^{\circ}-54'-40''E$) four hundred seventy-seven decimal thirty-three feet (477.33') to an iron bolt with aluminum cap set on the southern boundary of property owned by Bowaters Mersey Paper Company Limited;

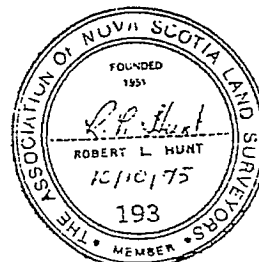
THENCE to follow along the southern boundary of Bowaters Mersey Paper Company Limited, south eighty-eight degrees twenty-four minutes forty-three seconds east ($S88^{\circ}-24'-43''E$) six hundred sixty-six decimal zero zero feet (666.00') to an iron bolt with aluminum cap marking the northwest bound of Lot # 6;

THENCE to follow along the western boundary of Lot # 6, south zero one degrees twenty-two minutes twenty-five seconds west ($S01^{\circ}-22'-25''W$) six hundred thirty-one decimal seventy-two feet (631.72') to an iron bolt with aluminum cap set on the northern sideline of the aforesaid road;

THENCE to follow along the northern sideline of the aforesaid road in a westerly direction to the point of beginning; bearings and distances to be used as a tie between the two iron bolts with aluminum caps set on the northern side of the road are as follows: south eighty degrees fifty-four minutes thirty seconds west ($S80^{\circ}-54'-30''W$) fifty-nine decimal ninety-eight feet (59.98'); north fifty-three degrees forty minutes fifty-five seconds west ($N53^{\circ}-40'-55''W$) one hundred forty-six decimal thirty feet (146.30'); north sixty-nine degrees zero two minutes sixteen seconds west ($N69^{\circ}-02'-16''W$) one hundred sixty-one decimal sixty-three feet (161.63'); north sixty-four degrees thirteen minutes fifty-five seconds west ($N64^{\circ}-13'-55''W$) one hundred forty-seven decimal forty-five feet (147.45'); south seventy-six degrees fifty-three minutes twenty-five seconds west ($S76^{\circ}-53'-25''W$) one hundred forty-seven decimal seventy feet (147.70') and north eighty-three degrees zero two minutes fifty seconds west ($N83^{\circ}-02'-50''W$) sixty-one decimal fifty-six feet (61.56');

Together with a right-of-way over the existing roads which run through the sub-division and the roads which run through the Tupper Lake Acres Sub-Division;

The above described parcel of land being or intended to be Lot # 5 and to contain in all 7.5 acres more or less and being shown on a Plan of Survey # 7014 by R. L. Hunt Survey Associates Limited, surveyed April and May 1975 and signed by R. L. Hunt, N.S.L.S. # 193.





Search Provincial Map Bulletin+Board 1 Help

Land Registration View

file# 008-23

* Indicates interests inherited on subdivision or re-configuration of parcel

PID	70248901	Parcel Type	STANDARD PARCEL	Status	ACTIVE
Area	5.6 ACRE(S)	Parcel Access	PUBLIC	Manag. Unit	MU9931
Lot	LOT B	Created	Mar 14, 2007 11:18:58AM		
PDCA Status	APPROVED	Municipal Unit	REGION OF QUEENS MUNICIPALITY	Manner of Tenure	NOT APPLICABLE
LR Status	LAND REGISTRATION	LR Date	Mar 23, 2007 02:14:34PM		

Location	County	Primary Location	Source
PLUNKETT STREET HENLEYS POINT	QUEENS COUNTY	Yes	Not Assigned by Municipality

Comments
HENLEY'S POINT
MAP:1044300064800
MAP:1044350064800

Assessment Account	Value	Tax District	Tax Ward	Tax Sub
10327016	\$13,800 (2023 RESOURCE TAXABLE)	090	000	

[Back to Results](#) [Details View](#) [Parcel Archive View](#) [Map View](#)

Registered Interests

Interest Holder (Qualifier)	Interest Holder Type	Mailing Address	Type	Year	Doc #	Book/Page/Plan	Registration Date	NS Non-Res?
NOVA FUTURE PROPERTY LIMITED	FEE SIMPLE	39 GEMSTONE COURT HALIFAX NS CA B3R 0A9	DEED	2013	104174165 View Form View Doc		Nov 20, 2013	No

Farm Loan Board - Occupants & Mailing Addresses

Name	Interest Holder Type	Mailing Address
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No Records Found

Benefits to the Registered Interests

Benefit Details	Interest Holder Type	Type	Year	Doc #	Book/Page/Plan	Registration Date
TOGETHER WITH AN EASEMENT / RIGHT OF WAY	EASEMENT / RIGHT OF WAY HOLDER (BENEFIT)	DEED	1970	7415 View Doc	Book 111 Page 117	Jun 09, 1970
VARIOUS PIDS	SERVIENT TENEMENT PID	DEED	1970	7415 View Doc	Book 111 Page 117	Jun 09, 1970
TOGETHER WITH AN EASEMENT/RIGHT OF WAY	EASEMENT / RIGHT OF WAY HOLDER (BENEFIT)	PARTIAL INTEREST DEED	2007	87828787 View Doc		May 15, 2007
70256060	SERVIENT TENEMENT PID	PARTIAL INTEREST DEED	2007	87828787 View Doc		May 15, 2007
70186275	SERVIENT TENEMENT PID	PARTIAL INTEREST DEED	2007	87828787 View Doc		May 15, 2007

Burdens on the Registered Interests

Interest Holder (Qualifier)	Interest Holder Type	Mailing Address	Type	Year	Doc #	Book/Page/Plan	Registration Date
NOVA SCOTIA POWER INCORPORATION	EASEMENT / RIGHT OF WAY HOLDER (BURDEN)	POST OFFICE BOX 910 HALIFAX NS CA B3J 2W5	EASEMENT/RIGHT OF WAY	2001	951 View Doc	Book 378 Page 241	Jul 19, 2001

Textual Qualifications on Title

Qualifications Text

Tenants in Common not registered pursuant to the Land Registration Act

Interest Holder (Qualifier)	Interest Holder Type	Mailing Address	Type	Year	Doc #	Book/Page/Plan	Registration Date
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No Records Found

Recorded Interests

Interest Holder (Qualifier)	Interest Holder Type	Mailing Address	Type	Year	Doc #	Book/Page/Plan	Registration Date
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No Records Found

Parcel Description

PID: 70248901

ALL that certain lot, piece or parcel of land and premises situate, lying and being at Henleys Point, in the District of Labelle, in the County of Queens and Province of Nova Scotia and being shown as Lot B on a Plan showing Lands of Natural Retreats of Nova Scotia Ltd. Et al, Henleys Point, Molega Lake, Queens County, Nova Scotia, made by Neiff Joseph & Associates Limited, dated March 5, 1979 with revisions to shown Lot A and B on June 12, 1979, recorded as Plan No. 1863, said Lot B being more particularly described as follows:

BEGINNING at a survey marker at the intersection of the Southwestern corner of Lot 21-B and the Northwestern sideline of Joseph Road, a private Right of Way;

THENCE North 45 degrees 58 minutes 00 seconds West along the Southwestern sideline of Lots 21-B, 22-B, 23-B, 24-B, 25-B, 26-B, 27-B, 28-B, and 29-B to a survey marker at the Northwestern corner of Lot 29-B;

THENCE South 65 degrees 30 minutes 00 seconds West for a distance of 398.55 feet to the eastern corner of lot 54-B;

THENCE South 30 degrees 34 minutes 00 seconds East along the Northeastern sideline of Lots 54-B, 55-B, 56-B, 57-B, 58-B & 59-B for a distance of 600 feet to a survey marker at the Southeastern corner of Lot 59-B;

THENCE North 43 degrees 33 minutes 05 seconds East along the Northwestern sideline of Lots 31-WA, 30-WA and 29-WA for a distance of 499.97 feet to a survey marker located at the Northeastern corner of Lot 29-WA (Plan 505);

THENCE South 45 degrees 58 minutes 00 seconds West for a distance of 501.37 feet to a survey marker located at the intersection of the Southeastern corner of Lot 29-WA & the Northwestern sideline of Joseph Road (Plan 505);

THENCE Northeasterly along the Northwestern sideline of Joseph Road for a distance of 30 feet to a survey marker and place of beginning (Plan 505)

A number of the above Bearings and Distances have been taken from Plan #505

SUBJECT TO a utilities easement granted to Nova Scotia Power Incorporation, dated June 22, 2001, registered in Book 378, at Page 241, under No. 951.

TOGETHER WITH a right-of-way for all purposes and at all times over the existing hauling road leading from the LaBelle Road (so called) to the lands herein described. Registry of Deeds reference Book 111, Page 117, No. 7415..

TOGETHER IN COMMON WITH Suzanne Joseph, her heirs, executors and assigns, and all others who have a similar right of Right of Way, over that certain right-of-way situate, lying and being on the Southern side of Naugler Street and the Eastern side of Lot 3W and the Western side of Lot 5W, bounded and described as follows;

BOUNDED on the West by Lot 3W for 282.26 feet more or less and a prolongation of the Eastern boundary line of Lot 3W for 130 feet to the high water line of Molega Lake;

BOUNDED on the North by said Naugler Street for 19.98 feet more or less;

BOUNDED on the East by Lot 5W for 324.85 feet more or less;

BOUNDED on the South by the waters of Molega Lake for a distance of 125 feet more or less;

SAID RIGHT OF WAY TO BE FOR ACCESS ONLY.

The Right of Way herein described is a portion of Lot 4W on the aforesaid plan.

TOGETHER IN COMMON WITH Suzanne Joseph, her heirs, executors and assigns, and all others who have a similar right-of-way over that right-of-way, bounded and described as follows:

BEGINNING at an iron bar set on the Eastern boundary of Natural Retreat Street, said iron bar being the Northwestern corner of Lot 21A and the Southwestern corner of the lands herein described as Access Road Lot 44W;

THENCE North 75 degrees 11 minutes East along the Northern boundary of Lot 21A a distance of 316.50 feet more or less to an iron bar set on the approximate high water line of the shores of Molega Lake;

THENCE North 45 degrees 58 minutes West along the approximate high water line of the shores of Molega Lake to a point marking the Southeastern corner of Lot 22A;

THENCE South 75 degrees 11 minutes West along the Southern boundary of Lot 22A, a distance of 316.50 feet more or less to an iron bar set on the Eastern limits of Natural Retreat Street;

THENCE South 45 degrees 58 minutes East along the Eastern limits of the said Natural Retreat Street , a distance of 20 feet or more or less to the place of beginning.

THE lands herein described are shown as Lot 44W Access Road on the aforesaid plan.

MGA Compliance Statement: The parcel was created by a subdivision that predates subdivision control or planning legislation or by-laws in the municipality and therefore no subdivision approval was required for creation of this parcel.

Non-Enabling Documents

Inst Type	Inst No	Year	Type	Book/Page	Registration System	Registration Date
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No Non Enabling Documents Found

Non-Enabling Plans

Inst Type	Inst No	Year	Type	Plan Name	Drawer Number	Registration Date
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No Non Enabling Plans Found

AFR Bundles

Inst Type	Inst No	Year	Type	Filing Reference	Instrument Date
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No AFR Bundles Found

Parcel Relationships

Land Registration View

file#009.23

* Indicates interests inherited on subdivision or re-configuration of parcel

PID	70125794	Parcel Type	STANDARD PARCEL	Status	ACTIVE
Area	69096.0 SQUARE FEET	Parcel Access	PRIVATE	Manag. Unit	MU9931
Lot	LOT 29-WA	Created	Jun 01, 1995 12:00:00AM		
PDCA Status	APPROVED	Municipal Unit	REGION OF QUEENS MUNICIPALITY	Manner of Tenure	NOT APPLICABLE
LR Status	LAND REGISTRATION	LR Date	Mar 22, 2007 05:25:07PM		

Location	County	Primary Location	Source
JOSEPH ROAD HENLEYS POINT	QUEENS COUNTY	Yes	Not Assigned by Municipality

Comments

Assessment Account	Value	Tax District	Tax Ward	Tax Sub
03473244	\$12,000 (2023 RESOURCE TAXABLE)	090	000	

- | | | | |
|---------------------------------|------------------------------|-------------------------------------|--------------------------|
| Back to Results | Details View | Parcel Archive View | Map View |
|---------------------------------|------------------------------|-------------------------------------|--------------------------|

Registered Interests

Interest Holder (Qualifier)	Interest Holder Type	Mailing Address	Type	Year	Doc #	Book/Page/Plan	Registration Date	NS Non-Res?
NOVA FUTURE PROPERTY LIMITED	FEE SIMPLE	39 GEMSTONE COURT HALIFAX NS CA B3R 0A9	DEED	2013	104174165 View Form View Doc		Nov 20, 2013	No

Farm Loan Board - Occupants & Mailing Addresses

Name	Interest Holder Type	Mailing Address
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No Records Found

Benefits to the Registered Interests

Benefit Details	Interest Holder Type	Type	Year	Doc #	Book/Page/Plan	Registration Date
TOGETHER WITH AN EASEMENT / RIGHT OF WAY	EASEMENT / RIGHT OF WAY HOLDER (BENEFIT)	DEED	1970	7415 View Doc	Book 111 Page 117	Jun 09, 1970
VARIOUS PIDS	SERVIENT TENEMENT PID	DEED	1970	7415 View Doc	Book 111 Page 117	Jun 09, 1970
TOGETHER WITH AN EASEMENT/RIGHT OF WAY	EASEMENT / RIGHT OF WAY HOLDER (BENEFIT)	PARTIAL INTEREST DEED	2007	87828415 View Doc		May 15, 2007
70256060	SERVIENT TENEMENT PID	PARTIAL INTEREST DEED	2007	87828415 View Doc		May 15, 2007
70186275	SERVIENT TENEMENT PID	PARTIAL INTEREST DEED	2007	87828415 View Doc		May 15, 2007

Burdens on the Registered Interests

Interest Holder (Qualifier)	Interest Holder Type	Mailing Address	Type	Year	Doc #	Book/Page/Plan	Registration Date
NOVA SCOTIA POWER INCORPORATION	EASEMENT / RIGHT OF WAY HOLDER (BURDEN)	POST OFFICE BOX 910 HALIFAX NS CA	EASEMENT/RIGHT OF WAY	2001	951 View	Book 378 Page 241	Jul 19, 2001

Textual Qualifications on Title

Qualifications Text

Tenants in Common not registered pursuant to the *Land Registration Act*

Interest Holder (Qualifier)	Interest Holder Type	Mailing Address	Type	Year	Doc #	Book/Page/Plan	Registration Date
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No Records Found

Recorded Interests

Interest Holder (Qualifier)	Interest Holder Type	Mailing Address	Type	Year	Doc #	Book/Page/Plan	Registration Date
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No Records Found

Parcel Description

PID: 70125794

Place Name: JOSEPH ROAD, HENLEYS POINT

Municipality/County: QUEENS REGIONAL MUNICIPALITY

Designation of Parcel on Plan: LOT 29-WA

Title of Plan: SUBDIVISION OF LANDS OF ROBERT NAUGLER AND SUZANNE JOSEPH, ET AL, HENLEY'S POINT, MOLEGA LAKE, QUEENS COUNTY, NOVA SCOTIA

Registration County: QUEENS COUNTY

Registration Number of Plan: P-505

Registration Date of Plan: SEPTEMBER 16, 1975

SUBJECT TO a utilities easement granted to Nova Scotia Power Incorporation, dated June 22, 2001, registered in Book 378, at Page 241, under No. 951.

TOGETHER WITH a right-of-way for all purposes and at all times over the existing hauling road leading from the LaBelle Road (so called) to the lands herein described. Registry of Deeds reference Book 111, Page 117, No. 7415.

TOGETHER IN COMMON WITH Suzanne Joseph, her heirs, executors and assigns, and all others who have a similar right of Right of Way, over that certain right-of-way situate, lying and being on the Southern side of Naugler Street and the Eastern side of Lot 3W and the Western side of Lot 5W, bounded and described as follows;

BOUNDED on the West by Lot 3W for 282.26 feet more or less and a prolongation of the Eastern boundary line of Lot 3W for 130 feet to the high water line of Molega Lake;

BOUNDED on the North by said Naugler Street for 19.98 feet more or less;

BOUNDED on the East by Lot 5W for 324.85 feet more or less;

BOUNDED on the South by the waters of Molega Lake for a distance of 125 feet more or less;

SAID RIGHT OF WAY TO BE FOR ACCESS ONLY.

The Right of Way herein described is a portion of Lot 4W on the aforesaid plan.

TOGETHER IN COMMON WITH Suzanne Joseph, her heirs, executors and assigns, and all others who have a similar right-of-way over that right-of-way, bounded and described as follows:

BEGINNING at an iron bar set on the Eastern boundary of Natural Retreat Street, said iron bar being the Northwestern corner of Lot 21A and the Southwestern corner of the lands herein described as Access Road Lot 44W;

THENCE North 75 degrees 11 minutes East along the Northern boundary of Lot 21A a distance of 316.50 feet more or less to an iron bar set on the approximate high water line of the shores of Molega Lake;

THENCE North 45 degrees 58 minutes West along the approximate high water line of the shores of Molega Lake to a point marking the Southeastern corner of Lot 22A;

THENCE South 75 degrees 11 minutes West along the Southern boundary of Lot 22A, a distance of 316.50 feet more or less to an iron bar set on the Eastern limits of Natural Retreat Street;

THENCE South 45 degrees 58 minutes East along the Eastern limits of the said Natural Retreat Street , a distance of 20 feet or more or less to the place of beginning.

THE lands herein described are shown as Lot 44W Access Road on the aforesaid plan.

MGA Compliance Statement: The parcel was created by a subdivision that predates subdivision control or planning legislation or by-laws in the municipality and therefore no subdivision approval was required for creation of this parcel.

Non-Enabling Documents

Inst Type	Inst No	Year	Type	Book/Page	Registration System	Registration Date
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No Non Enabling Documents Found

Non-Enabling Plans

Inst Type	Inst No	Year	Type	Plan Name	Drawer Number	Registration Date
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No Non Enabling Plans Found

AFR Bundles

Inst Type	Inst No	Year	Type	Filing Reference	Instrument Date
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No AFR Bundles Found

Parcel Relationships

Related PID	Type of Relationship
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No Related PIDs Found

[Back to Results](#)

[Details View](#)

[Parcel Archive View](#)

[Map View](#)

This parcel IS REGISTERED PURSUANT TO THE *Land Registration Act*. The registered owner of the registered interest owns the interest defined in this register in respect of the parcel described in the register, subject to any discrepancy in the location, boundaries or extent of the parcel and subject to the overriding interests [*Land Registration Act* subsection 20(1)].

No representations whatsoever are made as to the validity or effect of recorded documents listed in this parcel register. The description of the parcel is not conclusive as to the location, boundaries or extent of the parcel [*Land Registration Act* subsection 21(1)].

[Boundary/Area Problem](#)

[General Problem](#)

[Municipal Tax Query](#)

Property Online version 2.0

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If you have comments regarding our site please direct them to: propertyonline@gov.ns.ca

Please feel free to [Submit Problems](#) you find with the Property Online web site.

Compression: Off



ABSTRACT OF TITLE

AAN: 10023327

REQUESTED: 16 MARCH 2023

REQUIRED: ASAP *file # 011-23*

REQUESTED BY: MARC DUNNING
OWNER: RICKEY WHYNACHT & PATRICIA WHYNACHT
PARCEL ID(s): 70184593
ADDRESS: NO 8 HIGHWAY, MIDDLEFIELD
LOT & SUBDIVISION:
ADDITIONAL INFORMATION
& INSTRUCTIONS:

No opinion is expressed as to the effect or validity of any document abstracted or referred to herein. Please examine all items carefully.

This summary is for your convenience only and is not a substitute for a thorough reading of the abstract.

SUMMARY

Property Online associates AAN 10023327 with PID 70184593, mapped as 16,481 square feet off Highway 8 at Middlefield. The lot has no public road frontage and no deeded right-of-way. The listing cites as a title reference deed 220-565, item 2 page 7. The description in that deed refers to plan P-1794, page 4, which is consistent with the mapping.

NOTE: This assessment appears to be the result of an error. It seems likely that, when Rickey and Patricia Whynacht, the former owners of parcel 70110283, acquired this property, the two parcels were meant to be consolidated. When they conveyed parcel 70110283 to Robert and Kathleen Whynacht (the current owners), the second lot was inadvertently omitted from the deed.

The two parcels are not clearly differentiated on the ground. See satellite image page 5. Robert and Kathleen Whynacht likely believe that their tax assessment for 70110283 includes the combined lots and are unaware that their deed does not include 70184593 and that taxes on it are unpaid. We don't know if there's anything anyone can or should do about this, but it seems worth noting.

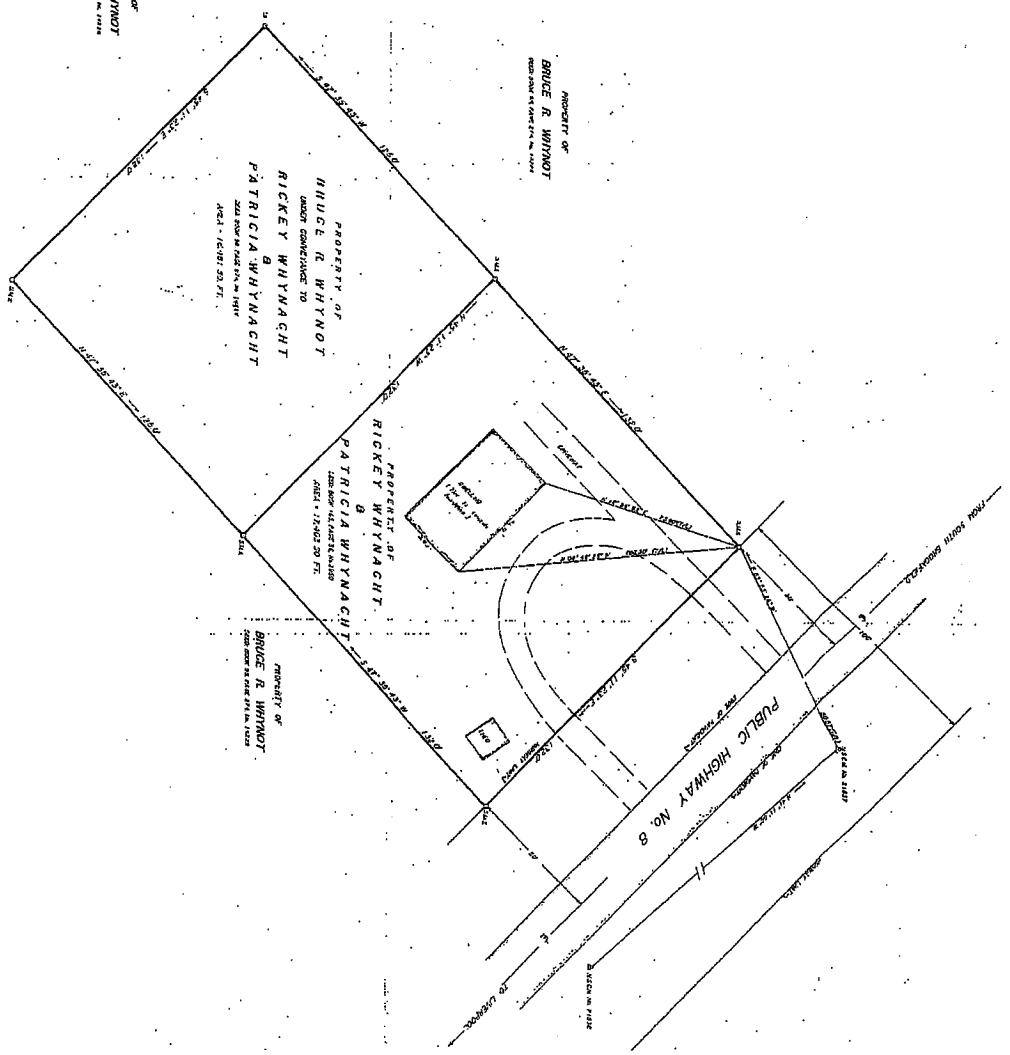
SEARCHED FROM: 1961

TO: N° 122271951, 5 APRIL 2023

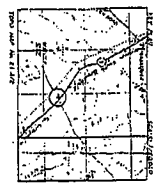
PLAN: P-1794

APPROVED: N/A

Map of Town of
County of
State of
1. This map is a true and correct copy of the original map on file in the office of the County Clerk of the County of
2. The original map is on file in the office of the County Clerk of the County of
3. The original map is on file in the office of the County Clerk of the County of
4. The original map is on file in the office of the County Clerk of the County of
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8. The original map is on file in the office of the County Clerk of the County of
9. The original map is on file in the office of the County Clerk of the County of
10. The original map is on file in the office of the County Clerk of the County of



SCALE 1" = 100 FEET



LEGEND
DASHED LINE... SURVEY BOUNDARY
SOLID LINE... TRUE LINE

NOTES
All sections shown are unperfected.
No bearings shown on this map are true bearings.
The bearings shown on this map are magnetic bearings.
The magnetic declination at the time of this survey was 11° 15' E.
The true bearings of the lines are as follows:
1. The true bearing of the line is S 12° 55' 30" W.

HEBB, TURNER, HANDELMAN
LAND SURVEYORS, LIMITED
P. A. H. V. 807 STANLEY

Showing PROPERTY OF RICKETT WHYNACHT AND PATRICIA WHYNACHT, AND BRUCE R. WHYNACHT, AND THE BOUNDARIES OF THE COUNTY OF WILSON, SHERBROOKE DISTRICT, QUEBEC, CANADA.

SCALE - 1" = 100 FEET

Surveyed by: HEBB, TURNER, HANDELMAN, 1934

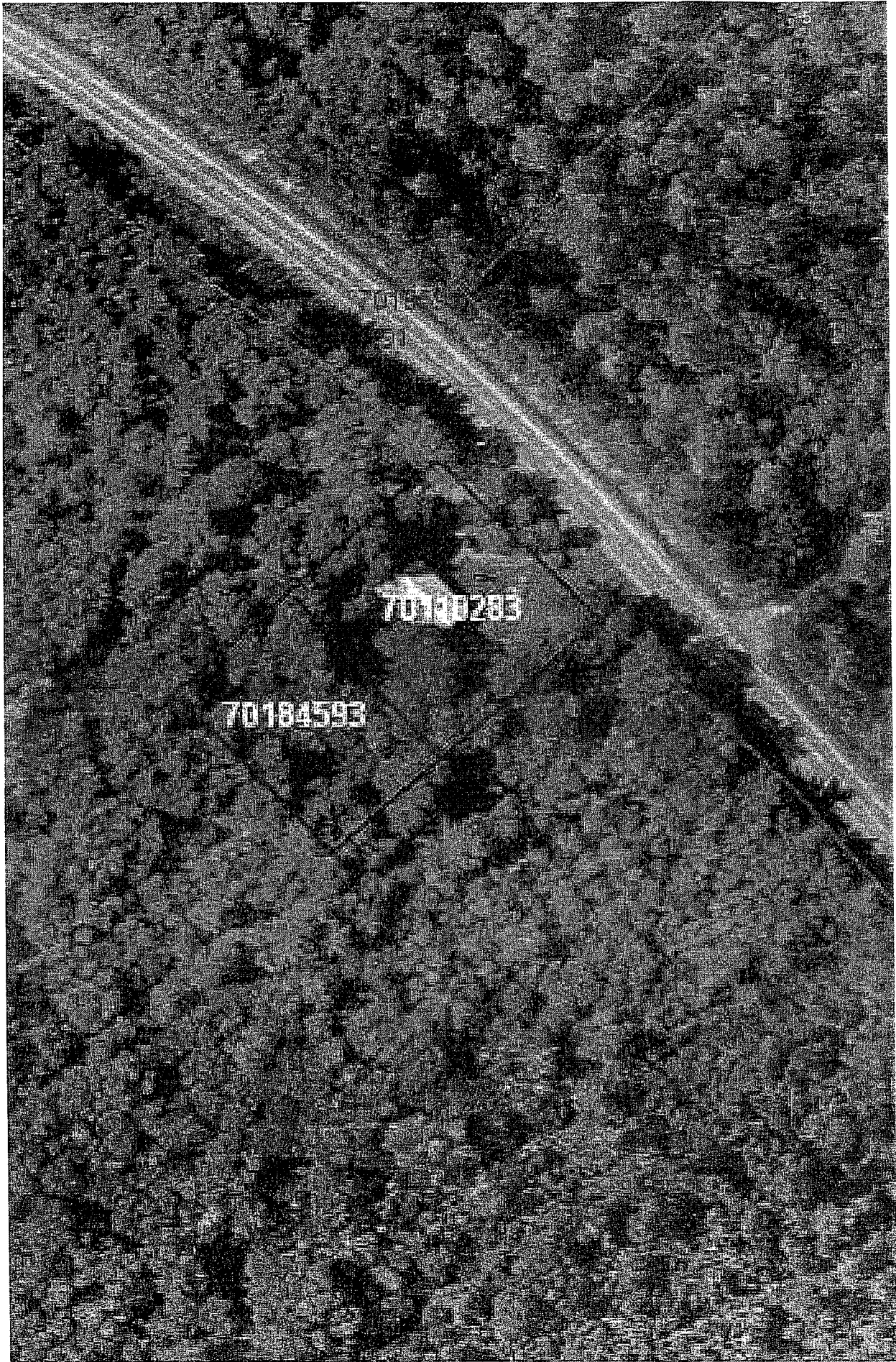
Approved by: [Signature]

REGISTERED: N. S. JAN 11, 1934

NSLS NO. 431

This plan, being a true and correct copy of the original map on file in the office of the County Clerk of the County of...
Signed: [Signature] J.E.V. A.S. 1934

NSLS (Land Survey) No. 431



70184593

70184283

W Deed
03 Aug 1984
03 Aug 1984
\$1.00
220-565
#2566

Bruce R. Whynot, Grantor &
Kathleen D. Whynot, Releasor
only spouses of one another

to

Rickey Whynacht & ux
Patricia Whynacht
as joint tenants

Conveys:

ALL that lot of land situate in the District of Pleasantfield, in the County of Queens, in the Province of Nova Scotia, and shown on a Plan [P-1794] and being more particularly bounded and described as follows;

BEGINNING at the northwest corner of the Rickey Whynacht and Patricia Whynacht property as described in [deed 165-36]

THENCE S 47° 35' 43" W along the property of Bruce R. Whynot 125 feet to the northwest corner of the herein described lot;

THENCE S 45° 11' 23" E along the property of Bruce R. Whynot 132 feet to the southwest corner of the herein described lot;

THENCE N 47° 35' 43" E along the property of Bruce R. Whynot 125 feet to the southeast corner of the Rickey and Patricia Whynacht property;

THENCE N 45° 11' 23" W along the property of Rickey and Patricia Whynacht 132 feet to the PLACE OF BEGINNING.

The above described lot contains an area of 16,481 square feet, more or less, and is a piece or portion of that lot of land described in a deed dated July 13, 1961, from Evan Cameron et ux to Bruce Whynot and recorded at the Registry of Deeds Office, Liverpool, N.S. on November 1, 1961, in Book 98, Page 274, under Number 14228.



ABSTRACT OF TITLE

AAN: 10824192

REQUESTED: 16 MARCH 2023

REQUIRED: ASAP

REQUESTED BY: MARC DUNNING

file# 015-23

OWNER: GLENN A RODGER

PARCEL ID(s): 70165345

ADDRESS: UHLMAN POINT ROAD, MOLEGA

LOT & SUBDIVISION:

ADDITIONAL INFORMATION

& INSTRUCTIONS:

No opinion is expressed as to the effect or validity of any document abstracted or referred to herein. Please examine all items carefully.

This summary is for your convenience only and is not a substitute for a thorough reading of the abstract.

SUMMARY

Property Online associates AAN 10824192 with PID 70165345, mapped as 30,450 square feet on Uhlman Point Road (not a public road) at Molega. Access is by deeded right-of-way. The listing cites as a title reference deed 158-381, item 1 page 8. The description in that deed refers to Plan P-982, page 7, which is consistent with the mapping.

Note covenants in Schedules 'C' and 'D', pages 5 and 6.

SEARCHED FROM: 1976

TO: N° 122242689, 30 MARCH 2023

PLAN: P-982

APPROVED: N/A

SCHEDULE "A"

ALL that certain lot, piece or parcel of land situate, lying and being on the northwestern side of the road leading from New Elm to Baker's Point near the community of New Elm, County of Queens, Province of Nova Scotia, and being more particularly bounded and described as follows:-

BEGINNING at an iron bolt with an aluminum cap set on the western sideline of the Baker's Point Road marking the southwestern corner of Lot #77 on a Plan of Survey # 5091 by R.L. Hunt Survey Associates Limited, recorded at the Registry of Deeds Office for the County of Queens as P-656;

THENCE to follow the boundary of Lot #77, north sixty eight degrees forty nine minutes fifteen seconds west (N 68° 49' 15"W) three hundred and twenty nine decimal fifty nine feet (329.59') to an iron bolt with aluminum cap;

THENCE in a southerly direction to the western sideline of the Baker's Point Road aforesaid a distance of two hundred and ninety feet (290') more or less;

THENCE back to the point of beginning a distance of two hundred and ten feet (210') more or less.

The above intended lot to contain approximately thirty thousand four hundred and fifty feet (30,450') more or less and to be triangular in shape.

TOGETHER WITH a free and unobstructed right-of-way for use at all times and for all purposes by the Grantees or Grantee, their or his heirs, administrators, executors and assigns, in common with the Grantor and in common with any other persons who now or who hereafter have the right to use all or any part of that right-of-way over the road shown on the Plan hereinbefore referred to and over any other roads leading from the Main Public Highway to the lands herein conveyed.

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LAKELAND RETREATS
SCHEDULE "C"
BUILDING RESTRICTIONS

1. The lands to which these building restrictions shall apply (hereinafter called the "lands") include all lands sold under the auspices of "Lakeland Retreats", and are as shown on Plans filed in the Registry Office for the Registration District of the County of Queens and Province of Nova Scotia.
2. Each of the lots shown on the Plan hereinbefore referred to shall be a separate lot for the purposes of the application of the restrictive covenants herein set forth.
3. No buildings shall be erected on lots or parcels thereof situate on any of the lands other than houses of one dwelling unit only, to and for the use of a single family residential unit, and not for any commercial or institutional purposes.
4. No building shall be erected on any lot or parcel of land which shall have any of its main walls or any part of that building nearer to any of the boundaries, of the said lot, than fifteen feet (15'). In an instance where a boundary of the lot is the mean highwater mark, no part of the building shall be within one hundred feet (100') of the water boundary.
5. Before beginning construction of any house the owner of the lot shall submit the plans of such dwelling house to the Vendor or its successors and such construction shall be subject to the approval of that Company. All houses shall have a ground floor area of not less than five hundred square feet (500 sq. feet).
6. No private dwelling shall be constructed on any lot in such a way that it will be readily visible from the lake or in such a way that the height of the private dwelling shall exceed the height of the majority of the trees on the lot.
7. No fence shall be erected or maintained upon those lands or any part thereof other than an ornamental iron or wooden fence of open construction and no such fence shall be higher than four feet (4'), or be situated within fifteen feet (15') of the street line in front of the lot or parcel on which that fence is erected.
8. No trailer or mobile home of any kind shall be permanently placed or installed upon a foundation or otherwise upon any lands except as temporary accommodation.
9. No soil, sand or gravel shall be removed from the lands except with the prior permission of the Vendor. Trees shall not be removed from the lot except for good forest care.
10. No building waste or other material of any kind shall be dumped or stored on the lands except clean earth for the purpose of levelling in connection with the erection of a building thereon or the immediate improvement of the grounds. All garbage and other waste shall be transported to the Public Highway at a place convenient for pickup by a garbage collector servicing that part of the County.
11. The Purchaser shall provide at least one full bathroom in any dwelling erected upon the lands by him and shall provide a septic tank draining into an adequate sewage disposal bed.
12. The Purchaser shall provide by dug or drilled well (or by filtered and purified water from a lake after consent from the Vendor) such water as may be required for any building constructed upon the lands herein conveyed.
13. The Purchaser shall obtain the approval of the Department of Health for the Municipality of Queens before installing any septic tank or well.
14. The Vendor shall have the right to convey to the Municipality or other public authority any part of the lands (other than the lands already conveyed) for park, recreational, street or other similar purposes.
15. Wherever in these restrictions, reference is made to the Grantor, it shall include the representatives and assigns of the Vendor.
16. To the intent that the burden of this Covenant shall run with the lands forever, the Purchaser, or if more than one, the Purchasers, for himself or themselves and his or their representatives and assigns, covenant and agree with the Vendor, their successors in title from time to time, of all or any part or parts of the said lands, will observe and comply with the stipulations, restrictions and provisions set forth in this Schedule "C".
17. Notwithstanding anything herein contained, the Vendor shall have power by instrument or instruments in writing from time to time, to waive, alter, or modify the above covenants and restrictions in their application to any lot or lots, parcel or parcels of land comprising part of the lands without notice to the owners of any other lot or lots, parcel or parcels of land on that Plan. Notwithstanding anything herein contained, the Vendor shall have power by instrument or instruments in writing to assign all or any part of its rights.

(See Reverse for Schedule "D")

SCHEDULE "D"
COVENANTS

THE PURCHASERS COVENANT AND AGREE WITH THE VENDORS AS FOLLOWS:

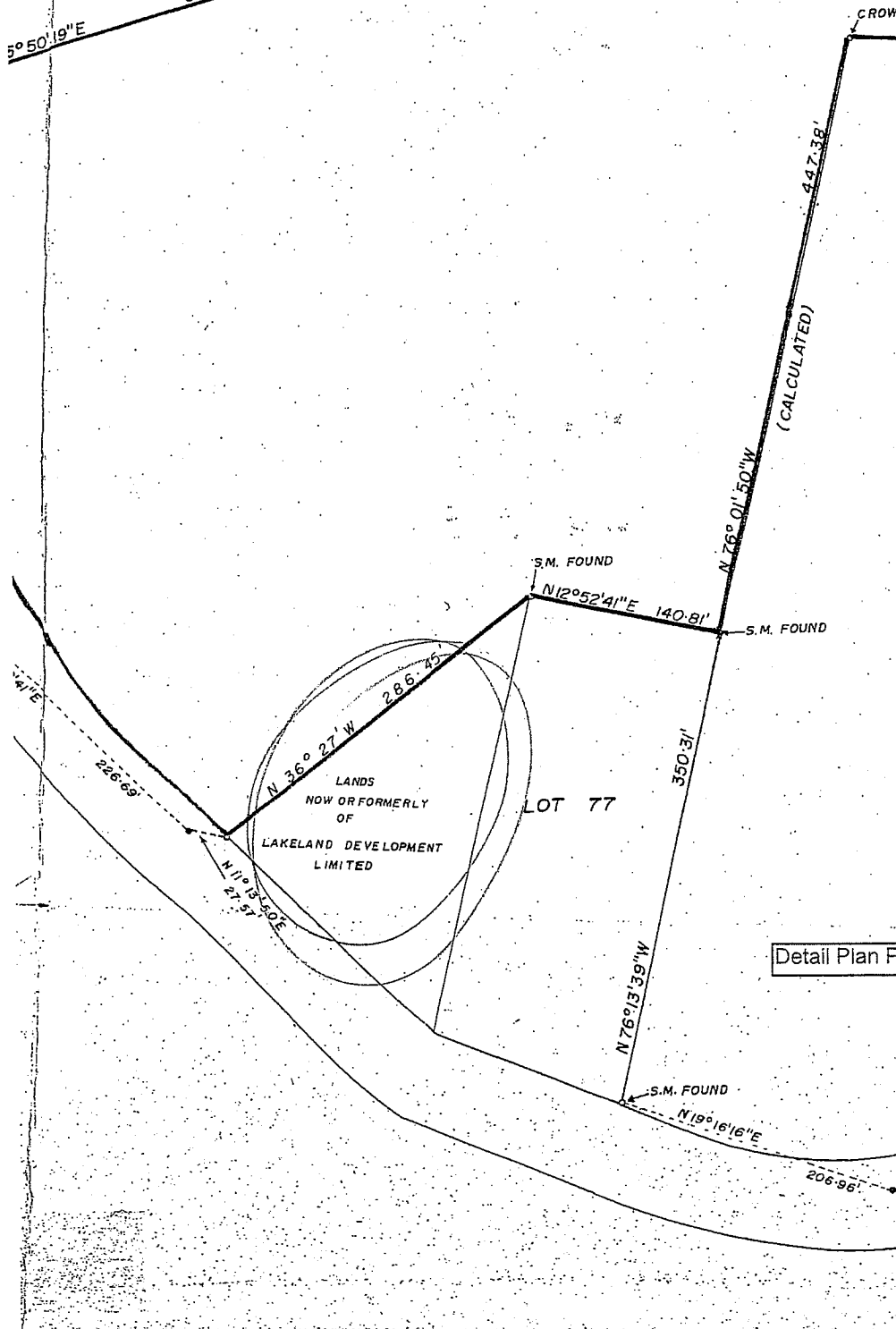
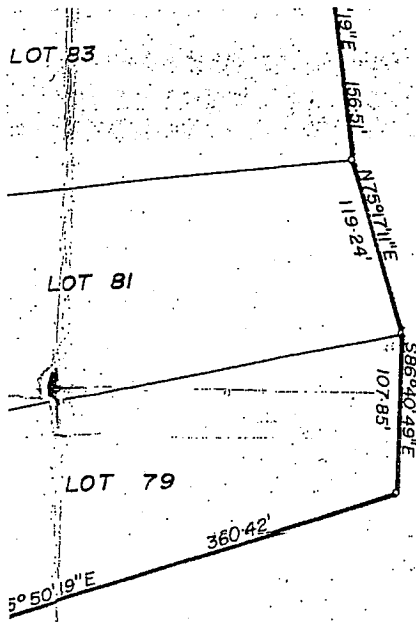
1. That the Purchasers shall complete the exterior of any building to be erected on any lot by him within a period of eighteen (18) months from the date of beginning construction; for the purposes of determining the beginning of construction, it shall be deemed to have been commenced upon the beginning of any excavation upon those lands by the Purchasers.
2. That the Purchaser shall not damage or remove any survey stake planted, and if such stake is damaged or removed by the Purchaser, his servants, agents, workmen, vehicles, materials or equipment and in the opinion of the Vendor replacement of such stake is necessary, the Purchasers will pay the cost of such replacement by the Surveyor.
3. That in the event the Purchaser assigns the land described in Schedule "A" herein, the Purchaser shall require the purchaser of such lands to execute covenants and all restrictions equivalent to the covenants contained herein.
4. That the Purchasers shall not use a power boat on Lake Annis or Hidden Lake, or launch such a boat from the shores thereof; or in any way whatsoever pollute the waters of the aforesaid lakes.
5. The Purchaser agrees to join and become a member of a lot owners' association to be formed amongst all the lot owners of the subdivision and to abide by all the rules and by-laws established by the association. The Vendor hereby agrees to convey to the aforesaid lot owners' association all the roads and green areas set out on the plan of subdivision. The Vendor reserves a right-of-way over all green areas and roads conveyed, for all and any purposes which the Vendor shall deem necessary. It is understood that the Vendor, its heirs and assigns, will have a permanent seat in the lot owners' association with full voting rights and membership privileges.
6. Notwithstanding anything herein contained, the Vendor shall have power by instrument or instruments in writing from time to time, to waive, alter, or modify the above covenants and restrictions in their application to any lot or lots, parcel or parcels of land comprising part of the lands, without notice to the owners of any other lot or lots, parcel or parcels of land on that Plan. Notwithstanding anything herein contained, the Vendor shall have power by instrument or instruments in writing to assign all or any part of its rights.

LOT 83

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LOT 81

LOT 79



Detail Plan P-982