



ABSTRACT OF TITLE

AAN: 08373736

DATE: 10 AUGUST 2022

REQUIRED: 10 OCTOBER 2022

REQUESTED BY: MARC DUNNING
OWNER: (ATTRIBUTED) DONOVAN ESTATE, IN BANKRUPTCY
PARCEL ID(s): 70166574
ADDRESS: EASTERN SHORE ROAD, WEST BERLIN
LOT & SUBDIVISION: *file 055-19*
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

Parcel 70166574 is mapped as a 5,000-square-foot lot on Wagner's Lake with frontage on Eastern Shore Road, labeled "road parcel owner undetermined" in Property Online.

Plan 2930 (see page 4) is cited in the Property Online listing, but we don't see its relation to the lands under search.

Registry records show ownership in John and Starlene Donovan from 1976 (deed 150-693, item 1 page 5) until they declared bankruptcy in 2001--see assignments 375-506 and 375-725, items 4 and 5, pages 7 & seq. At that point the trustee, Price Waterhouse, conveyed to Associates Mortgage (deeds 375-727 and 375-730, items 6 and 7, pages 9 and 10), who in turn conveyed to a David Wayne Grant--deed 376-200, item 8 page 11

Note mortgages 376-204 and 385-973, items 9 and 10 pages 12 and 13.

SEARCHED FROM: 1976

TO: N°121307392, 15 SEPTEMBER 2022

PLAN: NONE

APPROVED: N/A

file # 086-19

Land Registration View

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

PID	70192786	Parcel Type	STANDARD PARCEL	Status	ACTIVE
Area	2800.0 SQUARE FEET	Parcel Access	PRIVATE	Manag. Unit	MU9927
Lot		Created	Nov 05, 1998 12:00:00AM		
PDCA Status	APPROVED	Municipal Unit	REGION OF QUEENS MUNICIPALITY	Manner of Tenure	NOT APPLICABLE
LR Status	LAND REGISTRATION	LR Date	Aug 08, 2005 03:02:21PM		

Location	County	Primary Location	Source
MARKLAND AVENUE BROOKLYN	QUEENS COUNTY	Yes	Not Assigned by Municipality

Comments
 LOC:LOT #2 IN DEED

Assessment Account	Value	Tax District	Tax Ward	Tax Sub
08389330	\$4,500 (2023 RESIDENTIAL TAXABLE)	060	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?
JUSTIN ROBERT WARREN GRANT	FEE SIMPLE	11 MARKLAND AVENUE BROOKLYN NS CA B0J 1H0	DEED	2014	105369541	View Form View Doc	Jul 07, 2014	No
SHANNON JANICE HIMMELMAN	FEE SIMPLE	11 MARKLAND AVENUE BROOKLYN NS CA B0J 1H0	DEED	2014	105369541	View Form View Doc	Jul 07, 2014	No

Farm Loan Board - Occupants & Mailing Addresses

Name	Interest Holder Type	Mailing Address
No Records Found		

Benefits to the Registered Interests

Benefit Details	Interest Holder Type	Type	Year	Doc #	Book/Page/Plan	Registration Date
No Records Found						

Burdens on the Registered Interests

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

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
No Records Found							

Recorded Interests

Interest Holder (Qualifier)	Interest Holder Type	Mailing Address	Type	Year	Doc #	Book/Page/Plan	Registration Date
ROYAL BANK OF CANADA	MORTGAGEE	10 YORK MILLS ROAD FLOOR 3RD TORONTO ON CA M2P 0A2	MORTGAGE	2014	105369558	View Form View Doc	Jul 07, 2014

Parcel Description

All that certain, piece or parcel of land situate, lying and being on the northern side of Markland Avenue, in the District of Brooklyn aforesaid and bounded and described as follows:
 COMMENCING at the northeast corner bound of the homestead property of the said Theodore Snair, and;
 THENCE running northerly on a continuation of the eastern line of said Theodore Snairs homestead property extending 70 feet to a stake;
 THENCE at right angles in a westerly direction 40 feet to a stake;
 THENCE at right angles in a southerly direction 70 feet or until it meets the western terminus of the said homestead property of Theodore Snair;
 THENCE in an easterly direction along the northern line of said homestead property of Theodore Snair 40 feet to the place of beginning, being part of the lands purchased by the Vendor, Alexander R. MacDonald, from Hallam T. Richardson.
 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
Non-Registered	155352	2005	AFR BUNDLE	HC483-15-313274400	Aug 29, 2005

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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Compression: Off



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 *file 082-22*
PARCEL ID(s): 70188156
ADDRESS: SIMPSONS ROAD, SOUTH BROOKFIELD
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



RECORD RESEARCH OF NOVA SCOTIA, LIMITED

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 hereinafter called the "lands" include 23 Bridle Path
Sunrise Shores
as shown on a Plan filed in the Registry Office for the Registration District of QUEBENS

in the County of ... and Province of Nova Scotia and each of the lots shown on the Plan herebefore referred to shall be a separate lot for the purposes of the application of the restrictive covenants herein set forth.

- (2) Each of the lots shown on the Plan herebefore 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 and for the use of a small 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 commencing 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 thereon.

(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 temporarily a 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 filling 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 piled on the lands except clean earth for the purpose of leveling 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 or other public authority any part of the lands (other than the lands already conveyed to the Purchaser) for recreational, street or other similar purposes.

Whenever in these restrictions reference is made to the Grantor, it shall be deemed to refer to the Grantor and his heirs, assigns, 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, 1977. 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 GRANTEEES 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 those 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 herebefore referred to on a per front foot cost basis under agreement 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 intake 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.

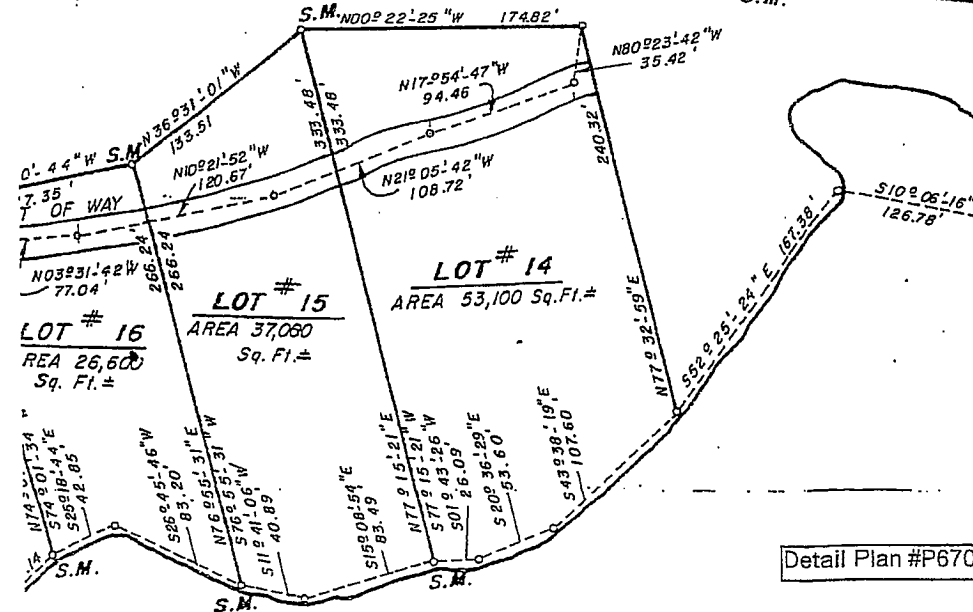
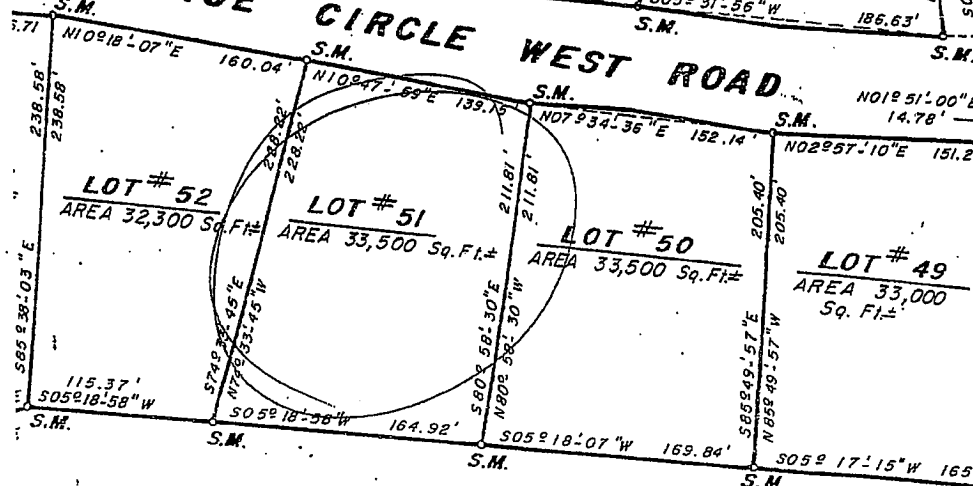
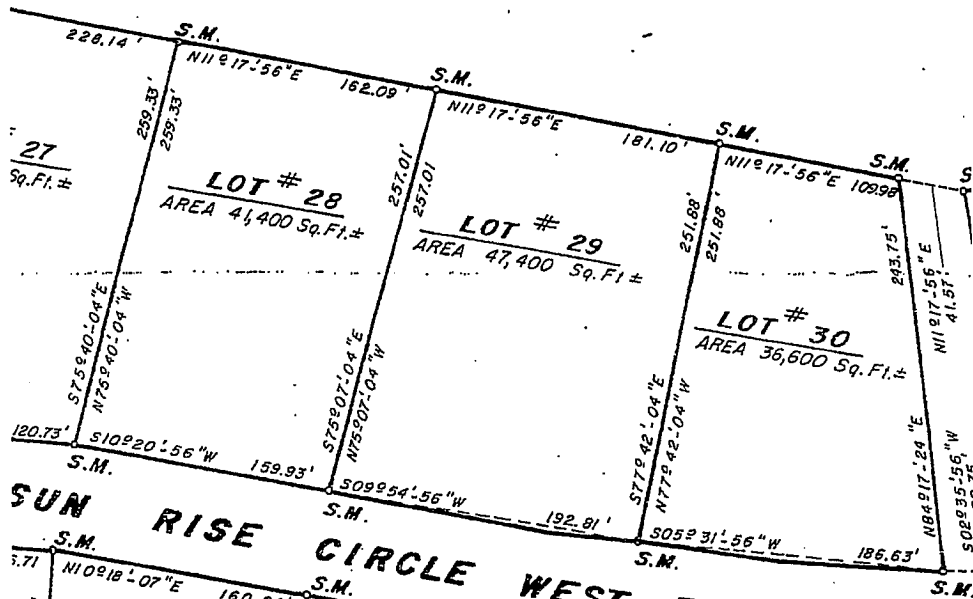
(7) That the Grantee shall obtain the approval of the Department of Health for the Municipality of QUEBENS before installing any septic tank or well.

(8) That the Grantee shall not damage or remove any stakes staked 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 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 #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: 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.

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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;

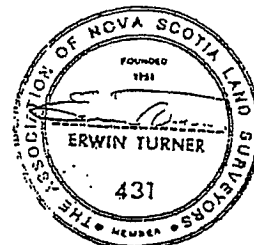
THENCE south eighty-one degrees thirty-nine minutes west (S81°39'W) along the lands of Mac Ellis Douglas ninety-seven decimal eighty-nine feet (97.89') to a survey marker set at the southwest corner of the herein described lot, and being on the east boundary line of the lands owned by N.F. Douglas &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



RECORD RESEARCH OF NOVA SCOTIA, LIMITED

ABSTRACT OF TITLE *file 019-23*

AAN: 10882265

REQUESTED: 19 SEPTEMBER 2023

REQUIRED: ASAP

REQUESTED BY: MARC DUNNING
OWNER: JAMES LESLIE
PARCEL ID(s): 70069083
ADDRESS: SANDY BAY ROAD, EAST PORT L'HEBERT
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 10882265 with PID 70069083, mapped as 25 acres off Sandy Bay Road at East Port L'Hebert. The listing cites as a title reference deed 32-711, item 1 page 4. The description in that deed refers to a survey plan which is consistent with the mapping.

Ownership is attributed to a James Leslie; that is the name of the grantee in deed 33-277, item 2 page 5. In that deed James Leslie receives a "one-half part", and the grantors, Edward and Allen Leslie, reserve the other half to themselves.

We find no conveyance of the subject property out of any of these parties, and no estates for any of them.

SEARCHED FROM: 1889

TO: N° 123160724, 4 OCTOBER 2023

PLAN: BOOK 26 PAGE 45

APPROVED: N/A

W DEED
30 JANUARY 1889
5 FEBRUARY 1889
\$780.00
32-711

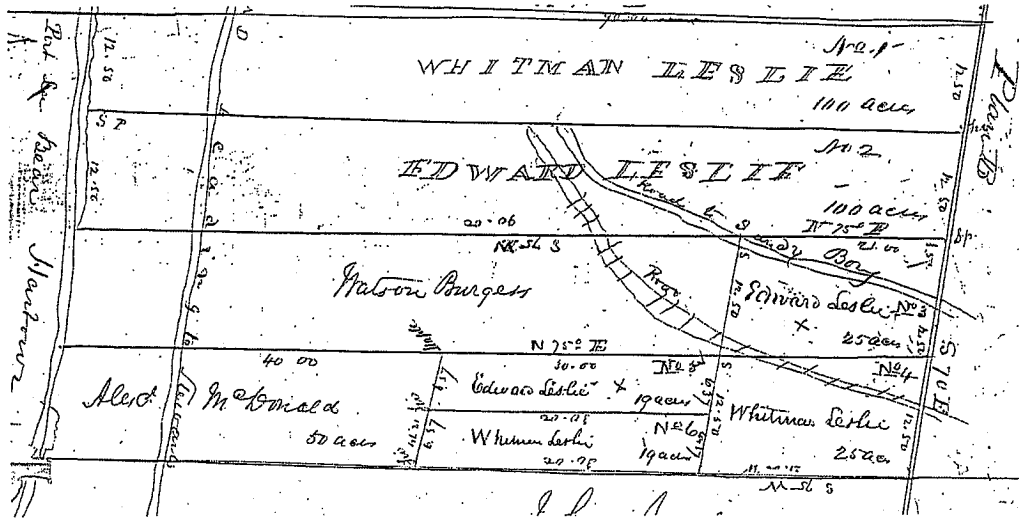
WHITMAN LESLIE
& ux CATHERINE LESLIE

TO

EDWARD LESLIE
& ALLEN LESLIE

Conveys *inter alia*

Lots numbers one, four, and six on plan B and are fully described on said plan as having been allotted to Whitman Leslie



W DEED
21 NOVEMBER 1889
31 DECEMBER 1889
\$400.00
33-277

EDWARD LESLIE & ux SARAH
& ALLEN LESLIE & ux EMA

TO

JAMES W. LESLIE

Conveys "one half part of all those lots" in 32-711



RECORD RESEARCH OF NOVA SCOTIA, LIMITED

ABSTRACT OF TITLE *file #022-23*

AAN: 02524171

REQUESTED: 19 SEPTEMBER 2023

REQUIRED: ASAP

REQUESTED BY: MARC DUNNING
OWNER: SHEILA HANNAM
PARCEL ID(s): 70279088
ADDRESS: HIGHWAY 331, EAST PORT MEDWAY
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 02524171 with Parcel 70279088, mapped as 1 acre off highway 331 at East Port Medway. It has no public road frontage and no deeded right-of-way.

The listing cites as a title reference deed 252-57, item 3 page 7. Of the several descriptions in that deed, there is one that refers to a survey plan which is consistent with the mapping.

There is an earlier deed in the chain of title--238-319, item 2 page 6--in which there are four grantees: Wilhelmina Zwicker and her husband Austin, a Madge Vaughan, and a Sheila Hannam. Title is now attributed by Property Online only to Sheila Hannam although, on the record, the others are still on title.

SEARCHED FROM: 1967

TO: N° 123160724, 4 OCTOBER 2023

PLAN: Book 29 page 440

APPROVED: N/A

W DEED
13 JANUARY 1967
13 JANUARY 1967
\$1.00
105-341
#4124

JOHN ENOS SMITH
Widower

TO

WILHELMINA ZWICKER,

Conveys *inter alia* lands at East Port Medway

FIRST PARCEL - A certain lot of land known as the Bay Lot and described more fully on a certain Plan made by N. R. Freeman, Deputy Surveyor, in the year 1880 and marked as Lot Number Two (2) on said Plan.

SECOND PARCEL - Two lots of land numbered Five (5) and Sixteen (16) on the above mentioned Plan as made by the said N. R. Freeman, Deputy Surveyor in 1880.

For more particular description of the said lots of land reference may be made to Deed from John T. Cohoon to Genevieve Mosher, dated January 10th, 1896, and recorded in the Registry of Deeds at Liverpool, in Book 37 Folio 342.

W DEED
19 SEPTEMBER 1986
25 SEPTEMBER 1986
\$1.00
238- 319
#3661

WILHELMINA ZWICKER
AUSTIN HAYDEN ZWICKER
(Spouses' affidavit)

TO

WILHELMINA ZWICKER,
AUSTIN HAYDEN ZWICKER,
MADGE VAUGHAN,
& SHEILA HANNAM
Joint tenants

Conveys lands at East Port Medway as in 105-341



RECORD RESEARCH OF NOVA SCOTIA, LIMITED

ABSTRACT OF TITLE *file # 029-23*

AAN: 01920006

REQUESTED: 19 SEPTEMBER 2023

REQUIRED: ASAP

REQUESTED BY: MARC DUNNING

OWNER: MAURA GARAGNANI

PARCEL ID(s): 70081492

ADDRESS: HIGHWAY 8, MILTON

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 01920006 with Parcel 70081492, mapped as a 6.3 acre island in Ten Mile Lake at Milton. It has no public road frontage and no deeded access.

The listing cites as a title reference deed 109-363, item 1 page 4. The description in that deed is consistent with the mapping.

SEARCHED FROM: 1969

TO: N° 123160724, 4 OCTOBER 2023

PLAN: NONE

APPROVED: N/A

DEED
7 AUGUST 1969
12 AUGUST 1969
\$1.00
109-383
#6467

SARAH A. HARTLEN
PATRICIA C. LAING
HERBERT A. HARTLEN
GERALD W. HARLEN
& ux PATRICIA HARTLEN

TO

HERBERT HARTLEN
& GERALD HARTLEN
Joint Tenants

Conveys

ALL that piece or parcel of land situate in Ten Mile Lake in Queens County and Province of Nova Scotia, being the only remaining Island in said Lake of consequence, other than the most Southern Island, being also situated from Island number one and a course N 60° E and an appointment distance of 120 rods,

BEGINNING at a birch tree on the most southern point of said Island,
THENCE following the water line N 41° E 5 rods,
THENCE north 42 rods,
THENCE N 62° W 11 rods,
THENCE S 59° W 8 rods,
THENCE S 3° W 30 rods,
THENCE S 35° E 23 rods to the place of beginning
and contains four acres more or less, conveyed by Deed dated March 29, 194-5,
from J. Sidney Morton to Wallace C. Hartlen and Registered in the Registry of Deeds Office at Liverpool, N.S. in Book 78 at page 624

H.M. Dignam Corp.

SCHEDULE "A"

file # 034-22⁶

ALL those certain lots, pieces and parcels of land situate, lying and being in the County of Queens, Province of Nova Scotia, more particularly described as follows:

FIRST: ALL that certain piece or parcel of land situate and lying and being in the County of Queens and Province of Nova Scotia near Port Medway and described as follows: Situate on the road leading to the Berlins near South West Cove and bounded on the S.E. by said road; on the S.W. by land now owned by David Crowley, son of the former owned, John Crowley, on the N.W. by the line of the first thirty acre lot in Letter L; the bound of said land being further described as follows: Beginning at a stake by the side of said road to the Berlins and in the line of said David Crowley's land; thence along said line N. sixty-eight degrees W. twenty-one rods to a stake and pile of stones in the line of said thirty acre lot; thence by said line N. fifty degrees E. fifty-six rods or till it comes to the road from Liverpool to Port Medway and near the said Berlin road; thence along said Berlin road S. thirty-eight degrees W. fifty rods or until it comes to the place of beginning, and contains three and one quarter acres more or less.

Being the same lands as described in a Deed from Danforth N. Manthorn and wife to Ellen Wynoc dated the 1st day of May, A. D., 1913 and recorded at the Registry of Deeds in Liverpool, N. S. on January 10, 1919, in Book 59, at Page 199-200.

SECOND: ALL that certain piece or parcel of land conveyed by Whitman F. Foster and Lydia Ann Foster to Daniel Crowley by Deed dated the 16th day of October, 1865 and recorded the 11th day of May, 1866 in Book 20 at Page 93, and therein described as follows:

The following described lots, pieces or parcels of land situate, lying and being at or near said Port Medway, which are described as follows, that is to say:

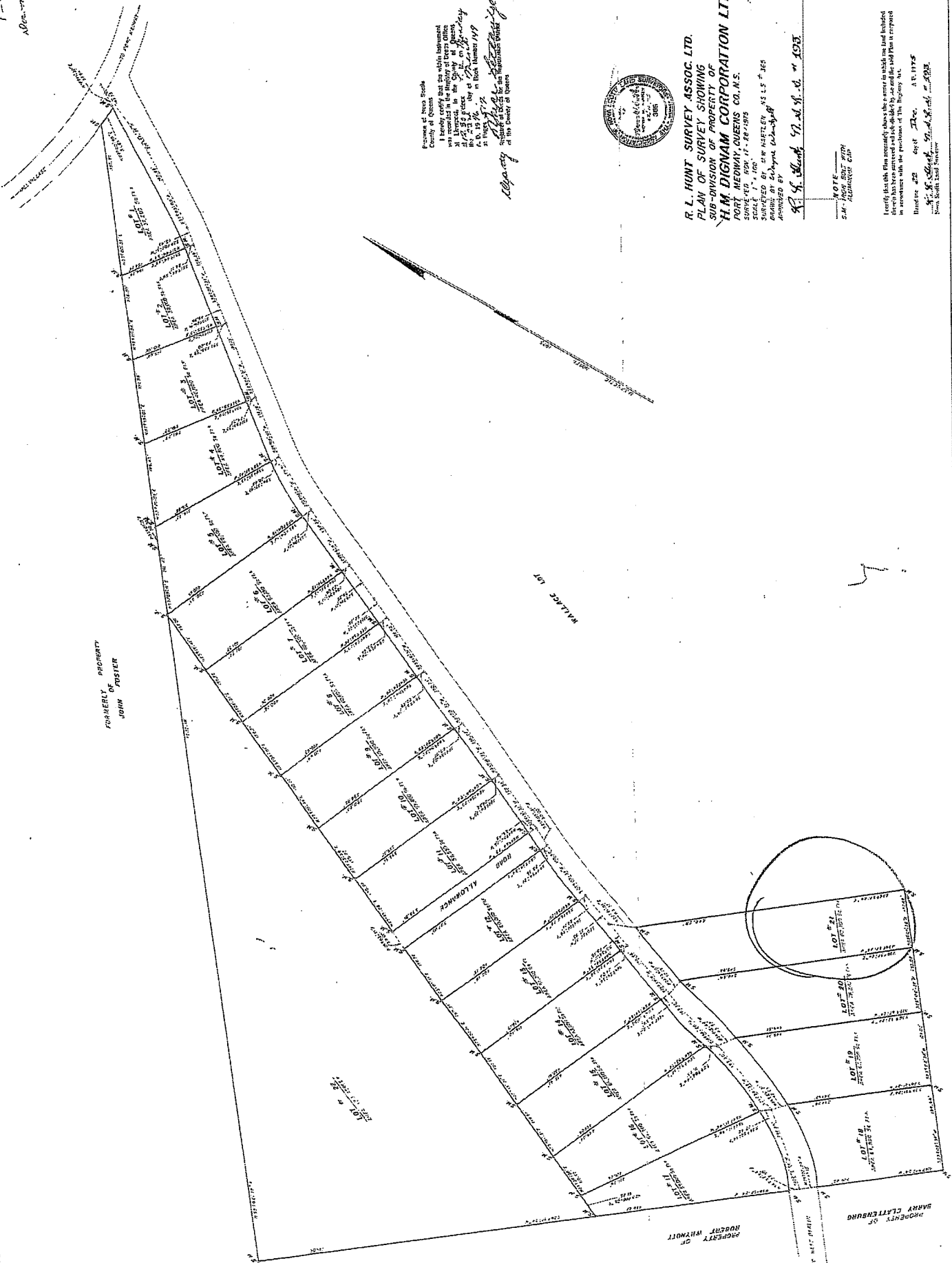
Beginning at a stake in the Northeast line of nineteenth two hundred acre lot in the letter D, and by the southeast side of the public road from Port Medway to Blueberry; thence running by said line South forty-two degrees East forty rods or until it comes to the line of Samuel Foster's land; thence by the same North forty-eight degrees East forty rods or until it comes to the line of Edward Foster's land; thence North forty-two degrees West one hundred rods or until it comes to the line of John Foster's thirty acre lot; thence by the same South forty-eight degrees West forty rods or until it comes to the line of the said Two Hundred acre lot and thence by the same to the beginning and containing twenty-five acres more or less.

THIRD: A certain lot of land lying on the Blueberry Road near Southwest Cove in said County of Queens and known as the Flusky farm, bounded on the North side by land owned by Michael Johnson, on the West side by land owned by John Foster, on the South side by land owned by Daniel Crowley, and on the East side by the public road leading from said Port Medway to Blueberry, and contains fourteen acres more or less.

Reference also to the above mentioned, Deeds to John Crowley from Alexander Crowley and Bertha Crowley dated the 14th day of July, 1888 and recorded the 16th day of November, 1888, in Book 32 at Page 627-628, and by Deed by Spencer Cohoon and Lucy Cohoon dated the 4th day of October, 1881 and recorded the 3rd day of January, 1882 in Book 29 at Page 459.

The above described lots being a portion of lands conveyed by Hilda Jane Crowley to Earl Francis Crowley by Deed dated the 23rd day of April, A. D., 1968, and recorded in the Registry of Deeds Office at Liverpool, N. S. in Book 107, Pages 289-291.

P-5722
S.D. 100-100, 878



Province of Nova Scotia
County of Queens
I certify that the above instrument
is a true and correct copy of the
original as recorded in the Registry Office
at Halifax, in the County of Queens,
Nova Scotia, on the 14th day of
August, 1915, in Book Number 147
at page 100.

Wm. H. Mearley
Registrar of Deeds for the Registration District
of the County of Queens



R. L. HUNT SURVEY ASSOC. LTD.
PLAN OF SURVEY SHOWING
SUB-DIVISION OF PROPERTY OF
H. M. DIGNAM CORPORATION LTD.
PORT HEDYAT, QUEENS CO., N.S.

APPROVED BY
Wm. H. Mearley
Registrar of Deeds for the Registration District
of the County of Queens

DATE
14th August 1915

I certify that this plan accurately shows the errors in which the land included
therein has been surveyed and is available for use and the said plan is prepared
in accordance with the provisions of the Registry Act.
Dated this 22nd day of August, 1915.
Wm. H. Mearley, Registrar of Deeds for the Registration District
of the County of Queens



RECORD RESEARCH OF NOVA SCOTIA, LIMITED

ABSTRACT OF TITLE *file # 039-23*

AAN: 00258768

REQUESTED: 19 SEPTEMBER 2023

REQUIRED: ASAP

REQUESTED BY: MARC DUNNING
OWNER: NORMAN BEATTIE
PARCEL ID(s): 70122551
ADDRESS: THUMB CAP POINT, LABELLE
LOT & SUBDIVISION: LOT 78 THUMB CAP POINT 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 00258768 with Parcel 70122551, mapped as 38,600 square feet on Thumb Cap Point, a private road, at LaBelle. Access is by deeded private right-of-way.

The listing cites as a title reference deed 234-272, item 2 page 8. The description in that deed refers to plan P-543, page 4, which is consistent with the mapping.

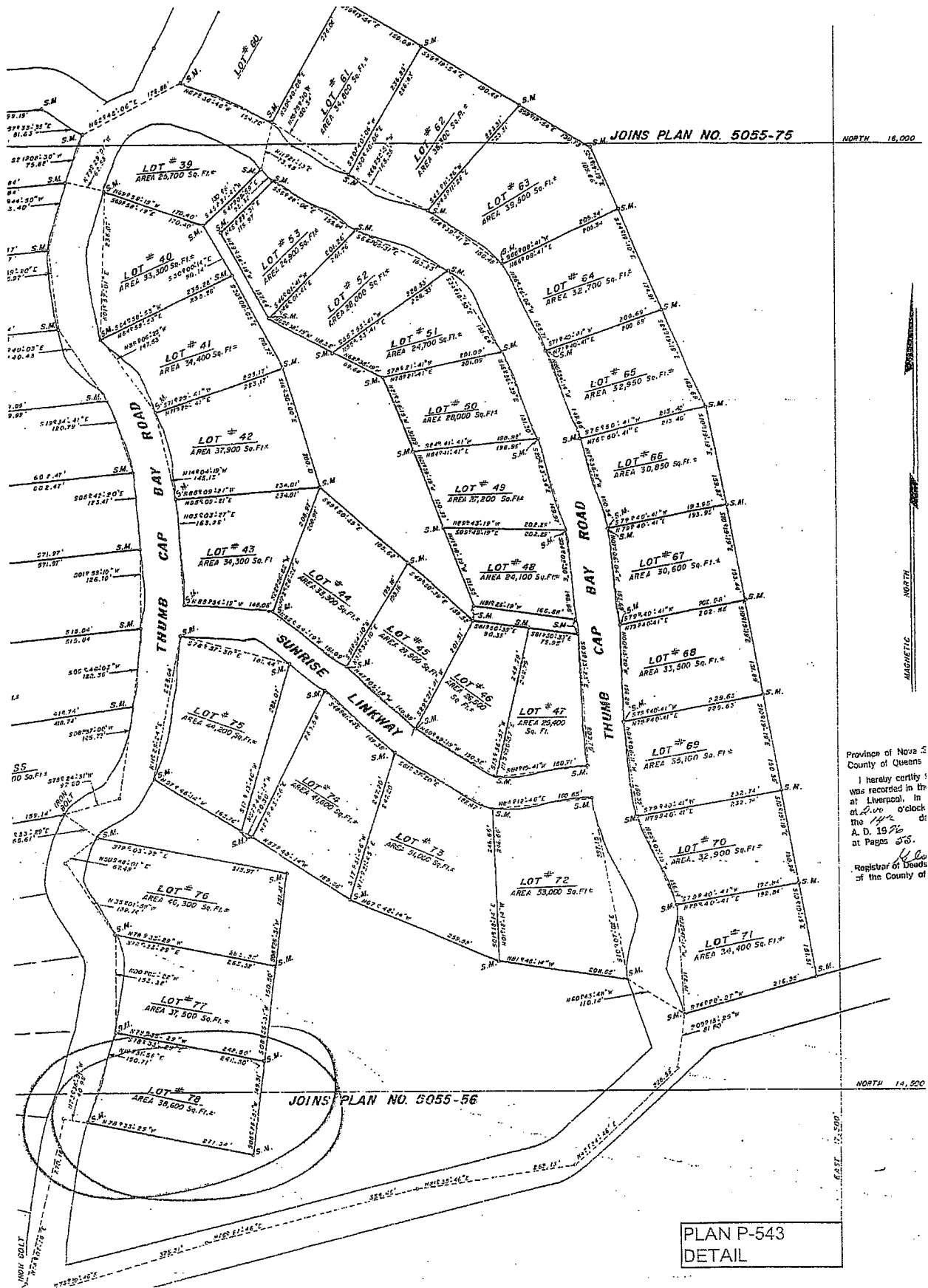
Note covenants, pages 6 and 7.

SEARCHED FROM:

TO: N° 123160724, 4 OCTOBER 2023

PLAN:

APPROVED: N/A



Province of Nova Scotia
 County of Queens

I hereby certify that
 this plan was recorded in the
 at Liverpool, in
 at 1:00 o'clock
 the 14th day
 A. D. 1978
 at Pagan 305.

[Signature]
 Registrar of Deeds
 of the County of

PLAN P-543
 DETAIL

W DEED
2 AUGUST 1977
2 AUGUST 1977
\$1.00
163-561
#2357

NATURAL RETREATS OF
NOVA SCOTIA LIMITED

TO

NORMAN BEATTIE
& ux SHIRLEY BEATTIE
Joint Tenants

Conveys

All that certain lot, piece or parcel of land situate, lying and being on the eastern side of Thumb Cap Bay Road in the Thumb Cap Point Sub-Division, 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 Thumb Cap Bay Road, the said iron bolt with aluminum cap marking the southwest bound of Lot #77

THENCE to follow along the southern boundary of Lot #77 S78°-33'-29"E 242.50 feet to the southeast bound of Lot #77

THENCE to follow along other lands of the Grantor, S8°-2'-31"W 149.31 feet

THENCE to continue along other lands of the Grantor N78°-33,'29"W 271.54 feet to the eastern sideline of Thumb Cap Bay Road;

THENCE to follow along the eastern sideline of Thumb Cap Bay Road N19°-31'-56"E 150.71 feet to the point of beginning;

The above described parcel of land being or intended to be Lot #78 and to contain in all 38,600 square feet more or less as shown on Plan P-543

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.

SUBJECT TO covenants in Schedules "C" and "D"

LAKELAND RETREATS
SCHEDULE "C"
BUILDING RESTRICTIONS

6
563

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.