

TAX SALE REPORTING LETTER

**Tax Sale No. 50**

To: The Municipality of the District of Lunenburg

Re: Tax Sale Property Accounts

Date: September 12, 2023

Name: David J. Shields

Assessment Account No: 04250729

Property: PID 60267895 – Hirtle Drive, Hemford, Nova Scotia

Title: I have carried out title investigations on the subject property. The title is not land registered. There is evidence that David J. Shields is the registered interest holder (owner) of the subject property. David J. Shields acquired title to the subject property via deed recorded in Book 241, page 883 and via quit claim deed recorded in Book 333 Page 355 at the Lunenburg County Land Registration Office. The subject property does not appear to abut the public highway, but the deed description references the benefit an easement/right of way to the public highway. The deed description also references the burden of restrictive covenants. We have not searched the title, extent or usage of any such easements/right of ways. The paper title appears marketable.

Encumbrances: None

Marital Status: Unknown

Survey: There is a survey on file Plan 755 (as Lot 31). Plan and description generally conform to modern standards.

Property Mapping: A copy of the property mapping is attached for your file which will include the address of the assessed owner if available.



\_\_\_\_\_  
J. C. Reddy

**\*\*\*\*This title search and attached materials have been prepared for the benefit of the Municipality of the District of Lunenburg. The Municipality of the District of Lunenburg will not be held responsible for any third party reliance on these materials as they are being provided for informational purposes only. Any interested third parties are cautioned and strongly encouraged to procure their own professional advice (including, but not limited to, legal advice and/or surveying advice) in connection with this and/or any other tax sale property.**

**Property Details**

PID	<b>60267895</b>	Parcel Type	STANDARD PARCEL	Status	ACTIVE
Area	18298.0 SQUARE FEET	Parcel Access		Manag. Unit	MU9934
Lot	LOT 131	Created	Sep 13, 1994 12:00:00AM		
PDCA Status	No Description	Municipal Unit	MUNICIPALITY OF DISTRICT OF LUNENBURG	Manner of Tenure	NOT APPLICABLE



Location	County	Primary Location	Source
HIRTLE DRIVE HEMFORD	LUNENBURG COUNTY	Yes	Not Assigned by Municipality

Comments  
 LOC:EAST OF  
 MAP:1044450064700

Assessment Account	Value	Tax District	Tax Ward	Tax Sub
<b>04250729</b>	\$18,000 (2023 RESIDENTIAL TAXABLE)	050	000	

[View All Related PIDs History](#)   [Back to Results](#)   [Map View](#)

Owner Name	Interest Holder Type	Qualifier	Province	Country
DAVID J SHIELDS	FEE SIMPLE			

Inst Type	Inst No	Year	Type	Book/Page	Registration System	Registration Date
Document	<b>8915</b>  View Doc	1983	DEED	Book 333 Page 355	REGISTRY OF DEEDS	Oct 01, 1983
Document	<b>1</b>  View Doc	1977	DEED	Book 241 Page 883	REGISTRY OF DEEDS	Jan 01, 1977

Inst Type	Inst No	Year	Type	Plan Name	Drawer Number	Registration Date
Plan	<b>P1989</b>  View Plan	1977	SUBDIVISION & AMALGAMATIONS			Jan 01, 1977
Plan	<b>P755</b>  View Plan	1974	SUBDIVISION & AMALGAMATIONS			Jun 21, 1974
Plan	<b>P695</b>  View Plan	1974	SUBDIVISION & AMALGAMATIONS			Apr 25, 1974

Inst Type	Inst No	Year	Type	Plan Name	Filing Reference	Instrument Date
<i>No Non-Registered Instruments Found</i>						

**Parcel Relationships**

Related PID	Type of Relationship
<i>No Related PIDs Found</i>	

[View All Related PIDs History](#)   [Back to Results](#)   [Map View](#)

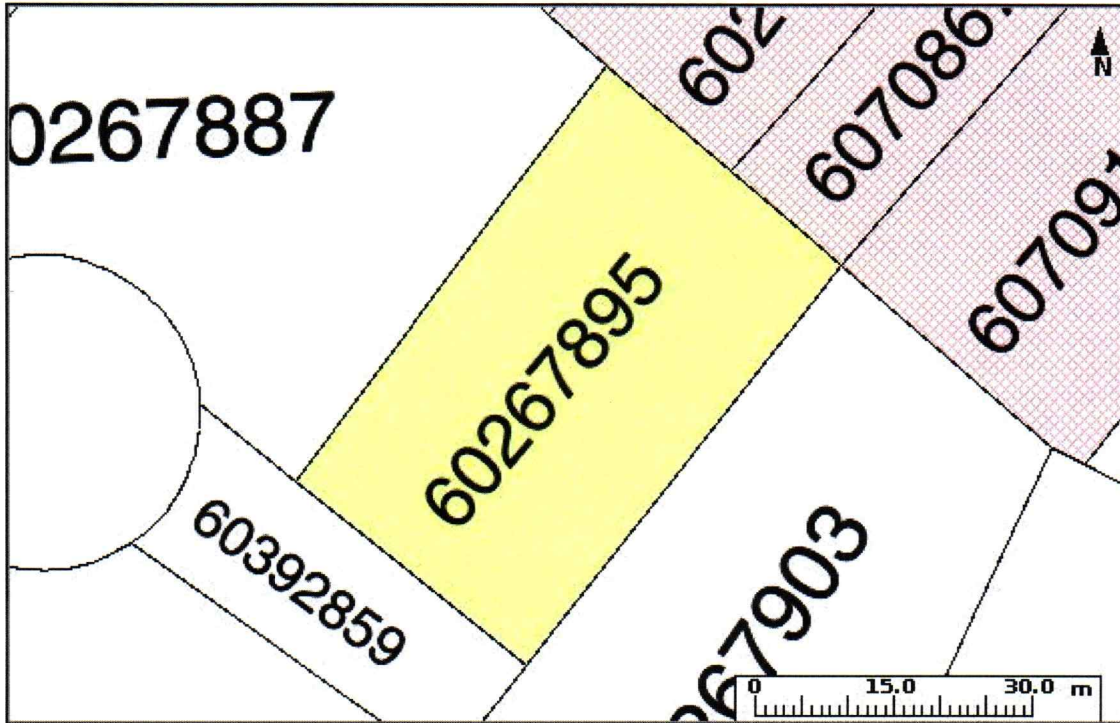
Non-Land Registration parcels ARE NOT REGISTERED PURSUANT TO THE *Land Registration Act*. As such, ownership and all information in this report is believed to be an accurate reflection of registered documents affecting the parcel of land to which it relates, however, it is not intended to be relied upon by the reader as advice on the current state of any title to land. A search of the records at the appropriate Registry of Deeds office may be required to determine the current owner(s) of the parcel of land under consideration. THESE ARE NOT OFFICIAL RECORDS.

Land Registration parcels ARE 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)].

**Property Online Map**

Date: Oct 16, 2023 2:34:05 PM



**PID:** 60267895      **Owner:** DAVID J SHIELDS      **AAN:** 04250729  
**County:** LUNENBURG COUNTY      **Address:** HIRTLE DRIVE      **Value:** \$18,000 (2023 RESIDENTIAL TAXABLE)  
**LR Status:** NOT LAND REGISTRATION      HEMFORD

The Provincial mapping is a graphical representation of property boundaries which approximate the size, configuration and location of parcels. Care has been taken to ensure the best possible quality, however, this map is not a land survey and is not intended to be used for legal descriptions or to calculate exact dimensions or area. The Provincial mapping is not conclusive as to the location, boundaries or extent of a parcel [*Land Registration Act* subsection 21(2)]. THIS IS NOT AN OFFICIAL RECORD.

**Property Online version 2.0**

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No. 8915
Recorded 9:00 A.M.
21 day of October 1983

THIS QUIT CLAIM DEED made this 3rd day of October, A.D., 1983.

BETWEEN:

CAROLYN ROSEANN SHIELDS (ROSE SHIELDS), of Shubenacadie, in the County of Halifax, Province of Nova Scotia, being the owner of the lands described in Schedule "A" herein (hereinafter called the "GRANTOR")

- and -

DAVID JOSEPH SHIELDS, of Elderbank, in the County of Halifax, Province of Nova Scotia, (hereinafter called the "GRANTEE")

WITNESSETH THAT in consideration of One Dollar and other good and valuable consideration;

THE GRANTOR conveys, to the Grantee the lands described in Schedule "A" to this Quit Claim Deed and hereby consents to this disposition, pursuant to the Matrimonial Property Act of Nova Scotia;

IN THIS QUIT CLAIM DEED the singular includes the plural and the masculine includes the feminine, with the intent that this Quit Claim Deed shall be read with all appropriate changes of number and gender.

IN WITNESS WHEREOF the Grantor has hereunto set her hand and seal the day and year first above written.

SIGNED, SEALED AND DELIVERED )
in the presence of )
Leslie Dellapina )

Carolyn Roseann Shields
CAROLYN ROSEANN SHIELDS

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

ON THIS 3rd day of October, A.D., 1983, before me, the subscriber, personally came and appeared Leslie J. Dellapina, a subscribing witness to the foregoing Indenture, who having been by my duly sworn, made oath and said that Carolyn Roseann Shields, of the parties thereto signed, sealed and delivered the same in his presence.

E. A. Nelson
A BARRISTER OF THE SUPREME COURT OF NOVA SCOTIA
E. A. NELSON BLACKBURN

AFFIDAVIT OF STATUS

CANADA  
PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX

I, Carolyn Roseann Shields, of Shubenacadie, in the County of Halifax, and Province of Nova Scotia, make oath and say as follows:

1. THAT I am the Grantor in the foregoing Deed and am of the full age of nineteen (19) years.
2. THAT I am now and intend to be at the date of closing, a resident of Canada within the meaning of the Income Tax Act (Canada).
3. THAT for the purpose of this my Affidavit "spouse" means either of a man or woman who:
  - (i) are married to each other;
  - (ii) are married to each other by a marriage that is voidable and has not been annuled by a declaration of nullity;
  - or
  - (iii) have gone through a form of marriage with each other in good faith, that is void and are cohabitating or have cohabitated within the preceding year.
4. THAT I am the spouse of David Joseph Shields and have no other spouse as defined herein.

SWORN TO SEVERALLY AT <sup>Enfield</sup> ~~Halifax~~, )  
 in the County of Halifax, Province )  
 of Nova Scotia, this 3<sup>rd</sup> day of )  
 October, A.D., 1983, before )  
 me )

*Leslie J. Dellapinna*  
 A BARRISTER OF THE SUPREME COURT  
 OF NOVA SCOTIA  
*Leslie J. Dellapinna*

*Carolyn Roseann Shields*  
 CAROLYN ROSEANN SHIELDS

SCHEDULE "A"

ALL that lot, piece or parcel of land being Lot 131 as shown on a plan of subdivision of lands of Hemford Retreats at Hemford, in the County of Lunenburg, Province of Nova Scotia, drawn by Douglas W. Joudrey, N.S.L.S., on the 21st day of March, 1974, being Plan P755 as registered in the Registry of Deeds at Bridgewater more particularly described as follows:

BEGINNING at a point on the western boundary of Lot 131A being the northeastern corner of the twenty-five foot (25') Right of Way.

THENCE north fifty-eight Degrees Twenty-five point six minutes East ( $N58^{\circ} 25.6'E$ ) along the western boundary of lot 131A for a distance of One Hundred Ninety-eight point seven Zero feet (198.70') to the southern boundary of lot 111.

THENCE North thirty-one Degrees Thirty-four point four minutes West ( $N31^{\circ} 34.4' W$ ) along the southern boundaries of lots 111 and 112 a distance of One Hundred point zero feet (100.0') to the north east corner of lot 130.

THENCE South Fifty-eight Degrees Twenty-five point six minutes West ( $S 58^{\circ} 25.6'W$ ) along the eastern boundary of lot 130 for a distance of One Hundred Ninety-eight point seven zero feet (198.70') to the south eastern corner of lot 130 and the northern boundary of the twenty-five foot (25') Right of Way.

THENCE South Thirty-One Degrees Thirty-four point four minutes East ( $S 31^{\circ} 34.4'E$ ) along the northern boundary of the Twenty-five foot (25') Right of Way a distance of One Hundred point zero (100.0') unto the place of beginning.

TOGETHER WITH a license to the Grantees, their heirs, executors, administrators and assigns to use as a right-of-way all the roadways shown on the aforementioned plan, which license shall continue in existence until the formation of a lot owners' association in pursuance to the provisions of the restrictive covenants contained in Schedule "A" hereto annexed.

## NORFOLK CORPORATION LIMITED

Subject to the following stipulations, restrictions and provisions:

1. No part of the lands hereby conveyed shall be used for the purpose of any profession, trade, employment service, manufacture, storage or business of any description, nor as a school, hospital or other charitable institution 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 for the use of one family only to each dwelling unit; nor shall anything be done or permitted upon any of the said lands or buildings erected or to be erected thereon which shall be a nuisance to the occupants or other occupants of any neighbouring lands or buildings.

2. Any dwelling constructed on a lot must:

- (a) have a minimum of five hundred square feet of living space, not including a car port or garage;
- (b) have a minimum set back of twenty-five feet from the front lot line and a minimum side yard clearance of fifteen feet and a minimum rear yard clearance of twenty-five feet, provided that in the case of lake front lots, there shall be a minimum setback from the shore of fifty feet;
- (c) have only one dwelling per lot and that said dwelling is not to exceed thirty-three per cent of the square footage of the entire lot; and
- (d) meet all regulations of the municipality and/or county and province relating to the location and construction/placing of a dwelling unit on the lot.

3. 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. No living tree of more than six inches in diameter at the stump shall be cut down, destroyed or removed at any time, nor shall any soil, sand or gravel be removed from the lands herein conveyed except for the purposes of and in the course of erecting or placing a dwelling unit on the lot.

4. No cattle, hogs, sheep, poultry or other stocks of animals serpents, reptiles, or fish 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, and no more than two animals, serpents, poultry, reptiles or fish of one variety or species shall be maintained on the lands at any one time.

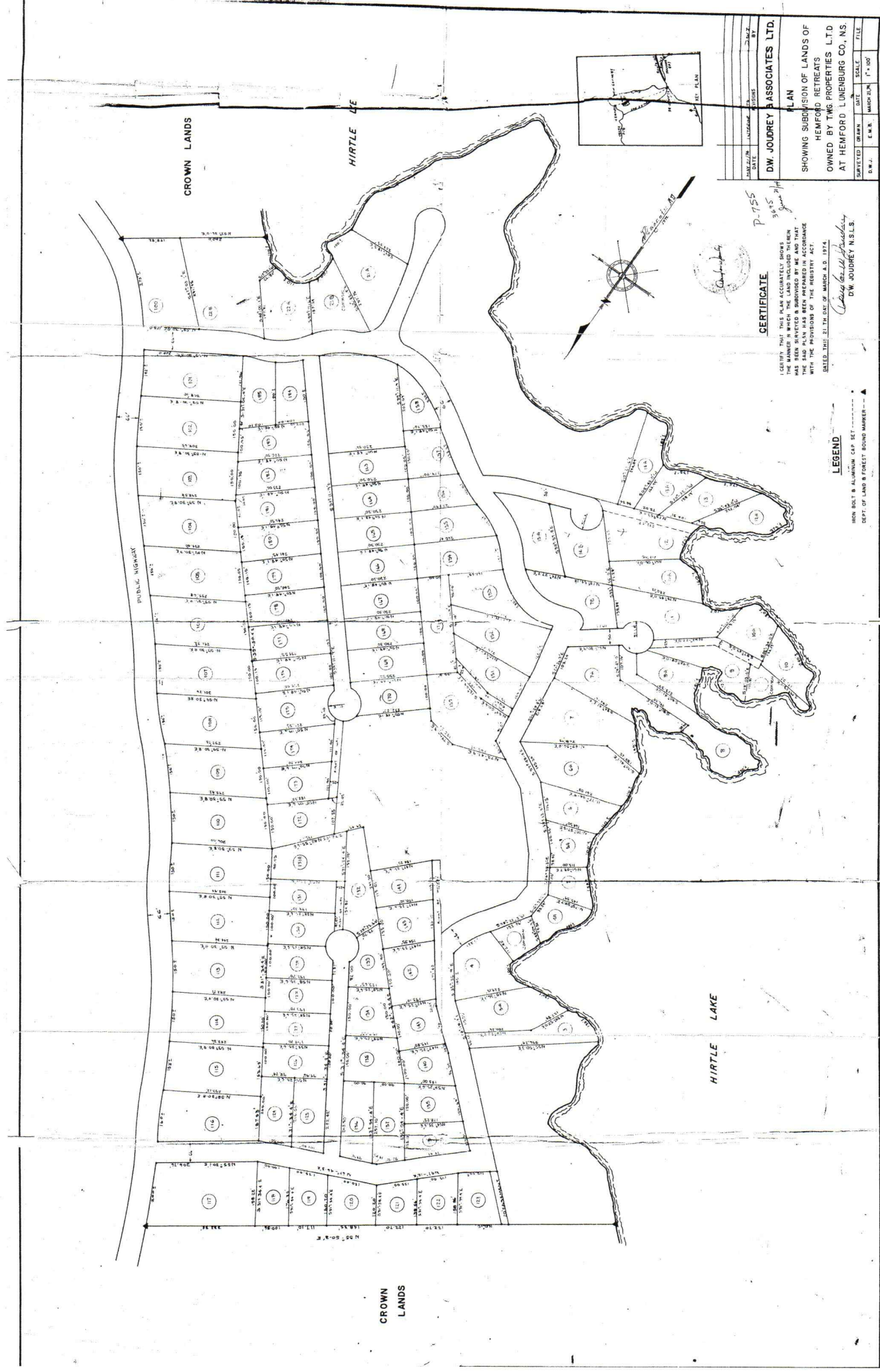
5. No building waste, or other material of any kind shall be dumped or stored on the lands except clean earth for the purposes of levelling in connection with erection of a building thereon or the immediate improvement of the grounds.

6. The Purchaser (or the Grantee) shall execute any grant or grants of any public utility, water supply, electrical energy and/or water supply to the area in which the land is located.

.....continued

7. The purchaser (or Grantee) agrees to join and become a member of a lot owners' association to be formed amongst all the lot owners in the subdivision and to abide by all the rules and by-laws established by the association.
8. The Seller (or Grantor) hereby agrees to cause all the roads and green areas set out on the plan of the subdivision to be conveyed to the aforesaid lot owners' association at such time as 50% of the lots in the subdivision are sold.
9. The Seller (or Grantor) agrees to cause all the roads as set out on the plan of the subdivision to be maintained until 50% of the lots are sold and thereafter agrees to maintain said roads for a period of three years at a fee to be determined between the Grantor and the lot owners' association.





NAME	DATE	DATE	BY
DW. JOUDREY ASSOCIATES LTD.			
SURVEYED	BY	DATE	FILE
E.M.R.	SCALE	1" = 100'	

**CERTIFICATE**

WHEREAS THIS PLAN WAS ACCURATELY MADE AND THE MANNER IN WHICH THE LAND INCLUDED THEREIN HAS BEEN SURVEYED AND SUBMITTED BY ME AND THAT THE SAID PLAN HAS BEEN PERFORMED IN ACCORDANCE WITH THE PROVISIONS OF THE STATUTE ACT, ENACTED THE 21<sup>ST</sup> DAY OF MARCH A.D. 1974.

*D.W. Joudrey*  
D.W. JOUDREY N.S.L.S.

**LEGEND**

IRON BOLT & ALUMINUM CAP SET

DEPT OF LAND & FOREST BOUND MARKER

P-755