

TAX SALE REPORTING LETTER

**Tax Sale No. 165**

To: The Municipality of the District of Lunenburg

Re: Tax Sale Property Accounts

Date: August 29, 2024

Name: 2167608 Alberta Corp. – Russells Cove Road, Parkdale, NS

Assessment Account No: 10764211

Property: PID 60706918 – Russells Cove Road, Parkdale, NS

Title: I have carried out title investigations on the subject property. The title is land registered. There is evidence that 2167608 Alberta Corp. is the registered interest holder (owner) of the subject property. 2167608 Alberta Corp. acquired title via Deed registered as Document No. 116783714 at the Lunenburg County Land Registration Office. The subject property does not appear to abut the public highway but appears to have the benefit of an easement/right-of-way (see Document No. 111543584 at the Lunenburg County Land Registration Office, as well as at Book 252, Page 1094) as well as being burdened by an easement/right-of-way (see Document No. 111543584 at the Lunenburg County Land Registration Office), an utility easement in favour of Nova Scotia Power Incorporated (see Document No. 111543295 at the Lunenburg County Land Registration Office) and restrictive covenants (see Document No. 111543121 at the Lunenburg County Land Registration Office). We have not searched the title, extent or usage of any such easements, rights-of-way or covenants. The paper title (as a land registered parcel) appears to be marketable.

Encumbrances:

1. Mortgage in favour of 3306013 Nova Scotia Limited as Document No. 116783755 at the Lunenburg County Land Registration Office; face value of \$16,400.00

Marital Status: N/A

Survey: Plan on file as Document No. 111436508 registered at the Lunenburg County Land Registration Office. Plan and parcel 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.**



# Land Registration View

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

<b>PID</b>	<b>60706918</b>	<b>Parcel Type</b>	STANDARD PARCEL	<b>Status</b>	ACTIVE
<b>Area</b>	62136 SQUARE FEET (PLAN)	<b>Parcel Access</b>	PRIVATE (BY GRANT)	<b>Manag. Unit</b>	MU1215
<b>Lot</b>	LOT A-7	<b>Created</b>	Sep 22, 2017 09:22:53AM		
<b>PDCA Status</b>	APPROVED	<b>Municipal Unit</b>	MUNICIPALITY OF DISTRICT OF LUNENBURG	<b>Manner of Tenure</b>	NOT APPLICABLE
<b>LR Status</b>	LAND REGISTRATION	<b>LR Date</b>	Sep 22, 2017 09:22:53AM		
<b>Location</b>	<b>County</b>	<b>Primary Location</b>	<b>Source</b>		
<u>RUSSELLS COVE ROAD</u> <u>PARKDALE</u>	LUNENBURG COUNTY	Yes	Not Assigned by Municipality		

**Comments**

Assessment Account	Value	Tax District	Tax Ward	Tax Sub
<u>10764211</u>	\$25,000.00 (2024 RESIDENTIAL TAXABLE)	070	000	

**Registered Interests**

Interest Holder (Qualifier)	Interest Holder Type	Mailing Address	Type	Year	Doc#	Book/Page/Plan	Registration Date	NS Non-Res?
2167608 ALBERTA CORP.	FEE SIMPLE	5140 51 STREET RED DEER AB CA T4L 1H9	DEED	2020	<u>116783714</u> <a href="#">View Form</a> <a href="#">View Doc</a>		Aug 11, 2020	Yes

**Farm Loan Board - Occupants & Mailing Addresses**

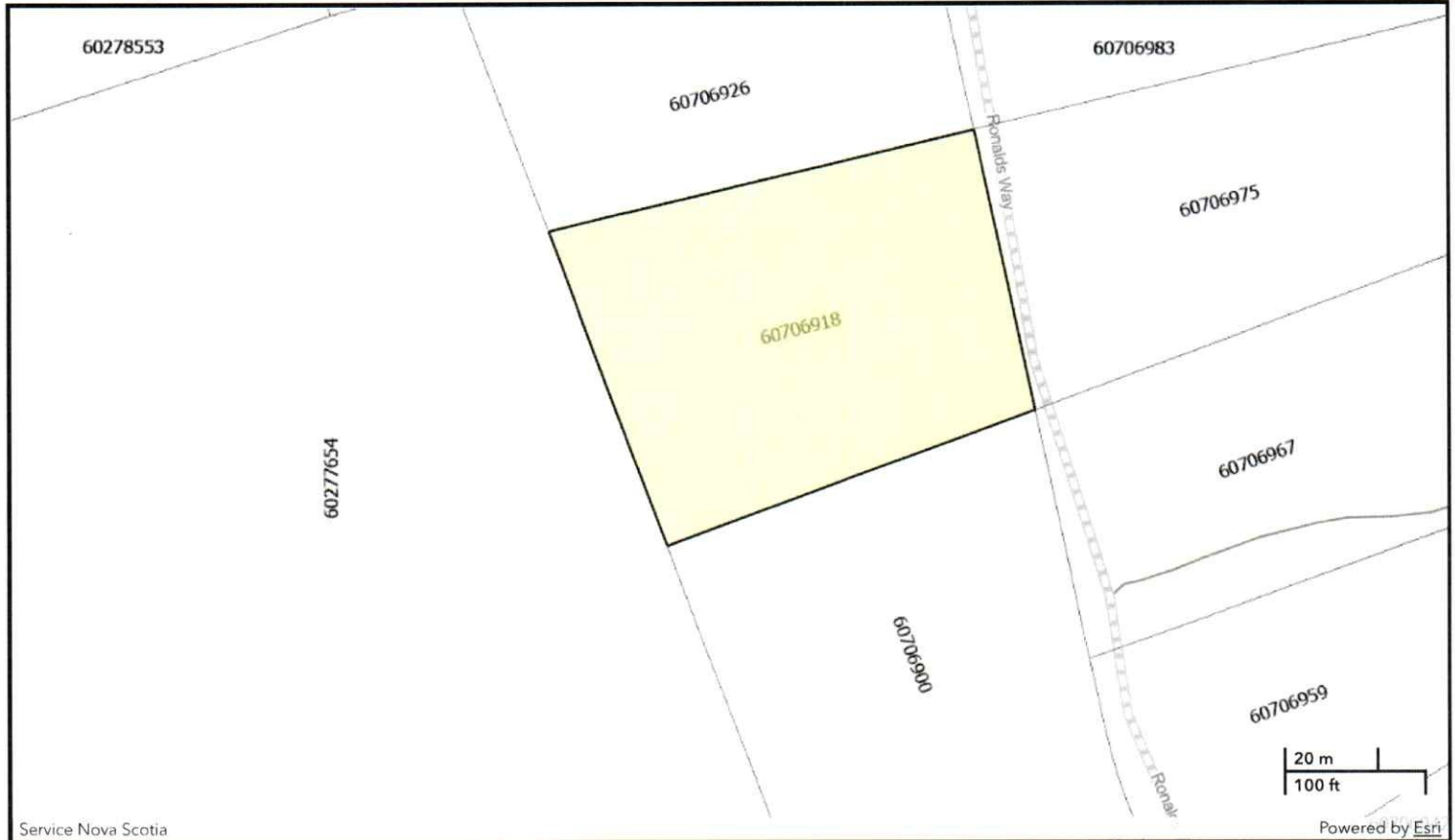
Name	Interest Holder Type	Mailing Address
No Records Found		

**Benefits to the Registered Interests**

Benefit Details	Interest Holder Type	Type	Year	Doc#	Book/Page/Plan	Registration Date
60706892	SERVIENT TENEMENT PID	EASEMENT/RIGHT OF WAY	2017	<u>111543584</u> <a href="#">View Doc</a>		Oct 10, 2017
60706900	SERVIENT TENEMENT PID	EASEMENT/RIGHT OF WAY	2017	<u>111543584</u> <a href="#">View Doc</a>		Oct 10, 2017
60706926	SERVIENT TENEMENT PID	EASEMENT/RIGHT OF WAY	2017	<u>111543584</u> <a href="#">View Doc</a>		Oct 10, 2017
60706934	SERVIENT TENEMENT PID	EASEMENT/RIGHT OF WAY	2017	<u>111543584</u> <a href="#">View Doc</a>		Oct 10, 2017
60706942	SERVIENT TENEMENT PID	EASEMENT/RIGHT OF WAY	2017	<u>111543584</u> <a href="#">View Doc</a>		Oct 10, 2017
60706959	SERVIENT TENEMENT PID	EASEMENT/RIGHT OF WAY	2017	<u>111543584</u> <a href="#">View Doc</a>		Oct 10, 2017
60706967	SERVIENT TENEMENT PID	EASEMENT/RIGHT OF WAY	2017	<u>111543584</u> <a href="#">View Doc</a>		Oct 10, 2017
60706975	SERVIENT TENEMENT PID	EASEMENT/RIGHT OF WAY	2017	<u>111543584</u> <a href="#">View Doc</a>		Oct 10, 2017
60706983	SERVIENT TENEMENT PID	EASEMENT/RIGHT OF WAY	2017	<u>111543584</u> <a href="#">View Doc</a>		Oct 10, 2017
TOGETHER WITH AN EASEMENT/RIGHT OF WAY	EASEMENT / RIGHT OF WAY HOLDER (BENEFIT)	EASEMENT/RIGHT OF WAY	2017	<u>111543584</u> <a href="#">View Doc</a>		Oct 10, 2017

## Property Online Map

Date: **October 4, 2024 14:40:06**



<b>PID:</b>	60706918	<b>Address:</b>	RUSSELLS COVE ROAD PARKDALE LOT A-7	<b>AAN:</b>	10764211
<b>County:</b>	LUNENBURG COUNTY	<b>Owner:</b>	2167608 ALBERTA CORP.	<b>Value:</b>	\$25,000.00 (2024 RESIDENTIAL TAXABLE)
<b>LR:</b>	LAND REGISTRATION				

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 1.0

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

**Benefits to the Registered Interests**

Benefit Details	Interest Holder Type	Type	Year	Doc#	Book/Page/Plan	Registration Date
60277654	SERVIENT TENEMENT PID	EASEMENT/RIGHT OF WAY	2017	<a href="#">110662708</a> <a href="#">View Doc</a>		Apr 27, 2017
TOGETHER WITH AN EASEMENT/RIGHT OF WAY	EASEMENT / RIGHT OF WAY HOLDER (BENEFIT)	EASEMENT/RIGHT OF WAY	2017	<a href="#">110662708</a> <a href="#">View Doc</a>		Apr 27, 2017
60277654	SERVIENT TENEMENT PID	DEED	1978	<a href="#">3603</a> <a href="#">View Doc</a>	Book 252 Page 1094	May 10, 1978
TOGETHER WITH AN EASEMENT / RIGHT OF WAY	EASEMENT / RIGHT OF WAY HOLDER (BENEFIT)	DEED	1978	<a href="#">3603</a> <a href="#">View Doc</a>	Book 252 Page 1094	May 10, 1978

**Burdens on the Registered Interests**

Interest Holder (Qualifier)	Interest Holder Type	Mailing Address	Type	Year	Doc#	Book/Page/Plan	Registration Date
60706892	EASEMENT/ROW HOLDER (BURDEN) - DOMINANT PID		EASEMENT/RIGHT OF WAY	2017	<a href="#">111543584</a> <a href="#">View Doc</a>		Oct 10, 2017
60706900	EASEMENT/ROW HOLDER (BURDEN) - DOMINANT PID		EASEMENT/RIGHT OF WAY	2017	<a href="#">111543584</a> <a href="#">View Doc</a>		Oct 10, 2017
60706926	EASEMENT/ROW HOLDER (BURDEN) - DOMINANT PID		EASEMENT/RIGHT OF WAY	2017	<a href="#">111543584</a> <a href="#">View Doc</a>		Oct 10, 2017
60706934	EASEMENT/ROW HOLDER (BURDEN) - DOMINANT PID		EASEMENT/RIGHT OF WAY	2017	<a href="#">111543584</a> <a href="#">View Doc</a>		Oct 10, 2017
60706942	EASEMENT/ROW HOLDER (BURDEN) - DOMINANT PID		EASEMENT/RIGHT OF WAY	2017	<a href="#">111543584</a> <a href="#">View Doc</a>		Oct 10, 2017
60706959	EASEMENT/ROW HOLDER (BURDEN) - DOMINANT PID		EASEMENT/RIGHT OF WAY	2017	<a href="#">111543584</a> <a href="#">View Doc</a>		Oct 10, 2017
60706967	EASEMENT/ROW HOLDER (BURDEN) - DOMINANT PID		EASEMENT/RIGHT OF WAY	2017	<a href="#">111543584</a> <a href="#">View Doc</a>		Oct 10, 2017
60706975	EASEMENT/ROW HOLDER (BURDEN) - DOMINANT PID		EASEMENT/RIGHT OF WAY	2017	<a href="#">111543584</a> <a href="#">View Doc</a>		Oct 10, 2017
60706983	EASEMENT/ROW HOLDER (BURDEN) - DOMINANT PID		EASEMENT/RIGHT OF WAY	2017	<a href="#">111543584</a> <a href="#">View Doc</a>		Oct 10, 2017
NOVA SCOTIA POWER INCORPORATED	EASEMENT / RIGHT OF WAY HOLDER (BURDEN)	POST OFFICE BOX 910 HALIFAX NS CA B3J 2W5	EASEMENT/RIGHT OF WAY	2017	<a href="#">111543295</a> <a href="#">View Doc</a>		Oct 10, 2017
SUBJECT TO RESTRICTIVE COVENANTS	COVENANT HOLDER (BURDEN)		DEED	2017	<a href="#">111543121</a> <a href="#">View Doc</a>		Oct 10, 2017

**Textual Qualifications on Title**

**Qualifications Text**

No Records Found

**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							

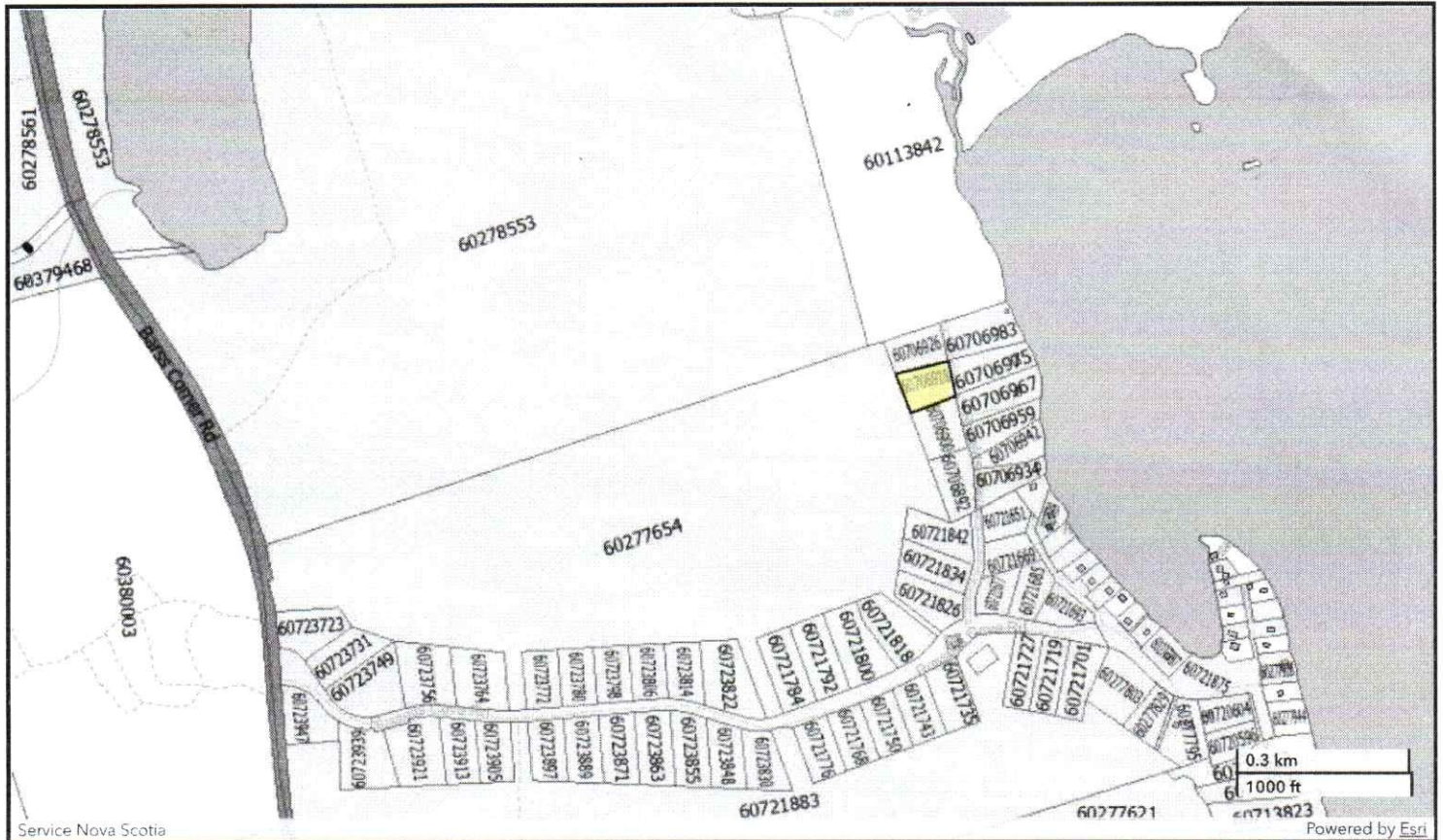
**Recorded Interests**

Interest Holder (Qualifier)	Interest Holder Type	Mailing Address	Type	Year	Doc#	Book/Page/Plan	Registration Date
3306013 NOVA SCOTIA LIMITED	MORTGAGEE	466 MAIN STREET POST OFFICE BOX 362 MAHONE BAY NS CA B0J 2E0	MORTGAGE	2020	<a href="#">116783755</a> <a href="#">View Form</a> <a href="#">View Doc</a>		Aug 11, 2020



# Property Online Map

Date: August 22, 2024 15:48:33



**PID:** 60706918  
**County:** LUNENBURG COUNTY  
**LR:** LAND REGISTRATION

**Address:** RUSSELLS COVE ROAD  
 PARKDALE  
 LOT A-7  
**Owner:** 2167608 ALBERTA CORP.

**AAN:** 10764211  
**Value:** \$25,000.00 (2024 RESIDENTIAL TAXABLE)

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.

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We may be missing events! This business may be active and up-to-date. Our data may be incomplete.

## Company Updates & Changes

Liable For Dissolution	March 02, 2024
Liable For Dissolution	March 02, 2022
Incorporated	January 18, 2019

## Frequently Asked Questions

### **Where is 2167608 Alberta Corp. located?**

2167608 Alberta Corp. was originally registered at 4601 49 STREET, RED DEER ALBERTA, T4N1T4. It may have relocated since then.

### **When was 2167608 Alberta Corp. registered?**

2167608 Alberta Corp. was Incorporated in Alberta, Canada on Jan 18, 2019

### **How long has 2167608 Alberta Corp. been in business?**

2167608 Alberta Corp. was Incorporated over 5 years ago in Alberta.

### **What type of entity is 2167608 Alberta Corp.?**

2167608 Alberta Corp. is a Numbered Alberta Corporation.



# 2167608 Alberta Corp.

Incorporated over 5 years ago

Last changed Mar 2, 2022

**Name** 2167608 Alberta Corp.**Status**

We are unable to confirm the status of this business.  
Please reach out to the business owner.

**Alberta Company  
Number** 2021676081**Type** Numbered Alberta Corporation**Street** 4601 49 St  
This may not be the business location address and may be  
out-of-date**City** Red Deer**Postal Code** T4N1T4**Incorporated** Jan 18, 2019**Company Age** over 5 years old



## What is 2167608 Alberta Corp.'s Alberta Company Number?

2167608 Alberta Corp. is registered with the Alberta Company Number 2021676081

### Red Deer, Alberta

Red Deer, situated almost midway between Calgary and Edmonton along the Queen Elizabeth II Highway, serves as a vital economic and cultural hub in Central Alberta. The city thrives on a diverse economy with key industries including oil and gas, agriculture, manufacturing, and health care services. Its strategic location has also made it a significant center for trade and distribution, fostering a vibrant business environment.

## Companies at T4N 1T4 — Red Deer, Alberta, Canada

### Woodlea Community Association

Active

Red Deer · Dec 31, 2014

### Ring Energy Services Inc.

Possibly Struck Off

Red Deer · Oct 23, 2014

### 2063979 Alberta Inc.

Possibly Struck Off

Red Deer · Aug 22, 2017

### Bruce A. Buckley Professional Corporation

Active

Red Deer · Dec 22, 2011

### 2132347 Alberta Corporation

Possibly Struck Off

Red Deer · Jul 19, 2018

### Art Invest Inc.

Active

Red Deer · Jan 21, 2020

### 2167604 Alberta Corp.

Active

### 2390510 Alberta Corp.

Active

**Parcel Description**

Registration County: LUNENBURG COUNTY  
Street/Place Name: RUSSELLS COVE ROAD /PARKDALE  
Title of Plan: PLAN OF S/D SHOWING LOTS A-1 TO A-10 INCLUSIVE, IN A SUBDIVISION OF LOT A, & ALSO SHOWING RIGHT-OF-WAY PARCEL ROW-1, & W E-1, LANDS OF 3306013 NOVA SCOTIA LTD AT 257 RUSSELLS COVE RD, PARKDALE, LUNENBURG COUNTY  
Designation of Parcel on Plan: LOT A-7  
Registration Number of Plan: 111436508  
Registration Date of Plan: 2017-09-19 14:30:07

TOGETHER WITH the rights and obligations in respect of the easement and right of way described in the Deed recorded in Book 252 at Page 1094 as Document Number 3603.

TOGETHER WITH the rights and obligations described in the Grant of Easement registered as Document Number 110662708.

TOGETHER WITH the rights and obligations described in the Grant of Easement registered as Document Number 111543584.

SUBJECT TO the rights and obligations described in the Grant of Easement to Nova Scotia Power Incorporated registered as Document Number 111543295.

SUBJECT TO the rights and obligations described in the Grant of Easement registered as Document Number 111543584.

\*\*\* Municipal Government Act, Part IX Compliance \*\*\*

Compliance:

The parcel is created by a subdivision (details below) that has been filed under the Registry Act or registered under the Land Registration Act

Registration District: LUNENBURG COUNTY

Registration Year: 2017

Plan or Document Number: 111436508

**Non-Enabling Documents**

Inst Type	Inst No	Year	Type	Book/Page	Registration System	Registration Date
Document	<a href="#">111543089</a>	2017	ADDITION OF PARCEL ACCESS/REMOVAL OF INTERESTS ON S/D		LAND REGISTRATION	10/10/2017
	<a href="#">View Doc</a>					

**Non-Enabling Plans**

Inst Type	Inst No	Year	Type	Plan Name	Drawer Number	Registration Date
Plan	<a href="#">111436508</a>	2017	SUBDIVISION & AMALGAMATIONS	PLAN OF S/D SHOWING LOTS A-1 TO A-10 INCLUSIVE, IN A S/D OF LOT A, & ALSO SHOWING RIGHT-OF-WAY PARCEL ROW-1, & W.E.-1, LANDS OF 3306013 NOVA SCOTIA LTD AT 257 RUSSELLS COVE RD, PARKDALE, LUNENBURG COUNTY		9/19/2017
	<a href="#">View Plan</a>					

**AFR Bundles**

Inst Type	Inst No	Year	Type	Filing Reference	Instrument Date
<i>No AFR Bundles Found</i>					

**Parcel Relationships**

Related PID	Type of Relationship
<a href="#">60277662</a>	PARENT PARCEL NUMBER

*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)].*

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

Red Deer · Jan 18, 2019

Red Deer · Nov 24, 2021

## Similar Companies

**1630561 Alberta Corp.**

Possibly Struck Off

Calgary · Sep 21, 2011

**1667346 Alberta Corp.**

Possibly Struck Off

Edmonton · Mar 23, 2012

**1676050 Alberta Corp.**

Possibly Struck Off

May 4, 2012

**1787656 Alberta Corp.**

Possibly Struck Off

Edmonton · Nov 29, 2013

**1837663 Alberta Corp.**

Possibly Struck Off

Blackfalds · Jul 28, 2014

**2046816 Alberta Corp.**

Unknown

Calgary · May 30, 2017

**2145604 Alberta Corp.**

Unknown

Edmonton · Sep 26, 2018

**2167584 Alberta Corp.**

Active

Edmonton · Jan 18, 2019

**2167601 Alberta Ltd.**

Active

Edmonton · Jan 21, 2019

**2167767 Alberta Corp.**

Unknown

Edmonton · Jan 18, 2019



Calgary Edmonton Red Deer Grande Prairie Lethbridge Sherwood Park  
Medicine Hat Airdrie Spruce Grove Lloydminster Leduc Cochrane Okotoks  
Peace River Chestermere Camrose Stony Plain Canmore Drayton Valley  
Fort Saskatchewan Brooks Lacombe Sylvan Lake Hinton Olds Cold Lake  
Beaumont Bonnyville Strathmore Whitecourt Rocky Mountain House Edson High River  
Wetaskiwin Taber Slave Lake Westlock Drumheller Stettler St Albert Barrhead  
Wainwright Morinville Ponoka Vermilion Banff Didsbury Vegreville Three Hills  
Blackfalds Ardrossan Nanton Devon Carstairs Lac La Biche Red Deer County  
Rocky View County Crossfield Beaverlodge Pincher Creek Langdon Fairview  
Athabasca La Crete Hanna Fort Macleod High Prairie Gibbons Sundre  
Parkland County Jasper Fox Creek Rimbey Redwood Meadows Grande Cache  
Blairmore Claresholm Onoway Sexsmith Bragg Creek Foothills Yellowhead County  
Tofield Redcliff Cardston Calmar Black Diamond Turner Valley Redwater Clairmont

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## Search for a Licensed Business

Search Tips - Use one word searches for best results. The name must be an exact match to the legal entity for correct search results.

**This license information only includes active licenses in Alberta. Businesses that are no longer licensed will not be present on this list. If you are searching for a business that is active in Alberta but that does not appear to be currently licensed, please contact the Service Alberta Contact Centre at 1-877-427-4088 for confirmation.**

**Business** 2167608

**Name/d.b.a:**  
(doing business as)

**License Type:** All 

**Municipality:**

### **Important note:**

The business types appearing are only those required to be licensed by the Consumer Services Branch of Service Alberta. Other business types may be licensed through other Agencies or may not need licenses at all.

Although a business may hold a license, the license is not an endorsement of the company, nor does it guarantee the quality of goods or services offered.

Other licensing organizations click [here](#)

**For further assistance with this topic, please contact the Consumer Contact Centre at 780-427-4088 (Edmonton and area) or 1-877-427-4088 (toll free - other areas in Alberta).**

Form 28

Purpose: to record a non-enabling documents in a parcel register

For Office Use

Registration district: COUNTY OF LUNENBURG  
 Submitter's user number: 2195  
 Submitter's name: MUNICIPALITY OF THE DISTRICT OF LUNENBURG

The attached plan/document relates to the following parcels registered under the *Land Registration Act*

PID <u>60277662</u>	<u>60706975</u>	<u>60706900</u>
PID <u>60706934</u>	<u>60706983</u>	<u>60706892</u>
PID <u>60706942</u>	<u>60706926</u>	<u>60706967</u>
PID <u>60706959</u>	<u>60706918</u>	

**LUNENBURG COUNTY LAND REGISTRATION OFFICE**  
 I certify that this plan was registered or recorded as shown here.  
 Rebecca Bond, Registrar

111436508 LRI  ROD   
 Plan #

SEP 19 2017 14:30  
 MM DD YYYY Time

Municipal file number or land registration file number: U170059

This form is submitted to record the following non-enabling instrument in the above-noted parcel register(s) (select one):

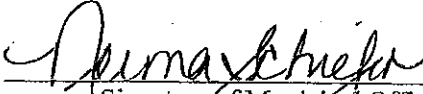
- plan
- boundary line agreement
- instrument of subdivision
- statutory declaration regarding de facto consolidation
- condominium declaration
- initial condominium bylaws
- condominium plan
- repeal of subdivision
- termination of condominium
- other (specify) \_\_\_\_\_

And in the matter of registered owner (insert name) 3306013 Nova Scotia Limited

Note: An amending Parcel Description Certification Application may be required.

Dated at Bridgewater, in the County of Lunenburg, Province of Nova Scotia,

Sept. 18, 2017.

  
 Signature of Municipal Official

Name: Norma Schiefer  
 Address: 210 Aberdeen Rd.  
 Bridgewater, NS B4V 4G8  
 Phone: 902-541-1334  
 Emails: nschiefer@modl.ca  
 Fax: 902-527-1135

## Form 24

*Purpose: to change the registered interest, benefits or burdens*

**(Instrument code: 450)**

*(If change(s) requested relate(s) to one or more of the following and no other interests are being added or removed on this form: manner of tenure, description of manner of tenure, non-resident status, parcel access or NSFLB occupant. Note: This form cannot be used to correct an error in a parcel register).*

**(Instrument code: 451)**

*(Change to existing servient or dominant tenement PID number in a parcel register as a result of subdivision or consolidation. Note: This form cannot be used to correct an error in a parcel register)*

For Office Use

Registration district: Lunenburg County  
 Submitter's user number: 3409  
 Submitter's name: K. Michael Tweel

**LUNENBURG COUNTY LAND REGISTRATION OFFICE**  
 I certify that this document was registered or recorded  
 as shown here.  
 Rebecca Bond, Registrar *NB*

111543295

Document #

LR  ROD

OCT 10 2017

MM DD YYYY

11:12

Time

In the matter of Parcel Identification Number (PID)

PID	60706934
PID	60706942
PID	60706959
PID	60706975
PID	60706983
PID	60706926
PID	60706918
PID	60706900
PID	60706892

The following additional forms are being submitted simultaneously with this form and relate to the attached document (check appropriate boxes, if applicable):

- Form 24(s)
- Form 8A(s)

Additional information: *(check appropriate boxes, if applicable)*

- This Form 24 creates or is part of a subdivision or consolidation.
- This Form 24 is a municipal or provincial street or road transfer.
- This Form 24 is adding a corresponding benefit or burden as a result of an AFR of another parcel.

**Power of attorney (Note: completion of this section is mandatory)**

- The attached document is signed by attorney for a person under a power of attorney, and the power of attorney is:
- recorded in the attorney roll
  - recorded in the parcel register
  - incorporated in the document

OR

- No power of attorney applies to this document

This form is submitted to make the changes to the registered interests, or benefits or burdens, and other related information, in the above-noted parcel register(s), as set out below.

The following burdens are to be added and/or removed in the parcel register(s):

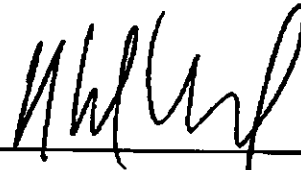
<b>Instrument type</b>	<b>Easement/Right-of-Way</b>
<b>Interest holder and type to be removed (if applicable)</b>	N/A
<b>Interest holder and type to be added (if applicable)</b> <i>Note: include qualifier (e.g., estate of, executor, trustee, personal representative) (if applicable)</i>	Nova Scotia Power Incorporated /easement / right of way holder (burden)
<b>Mailing address of interest holder to be added (if applicable)</b>	PO Box 910 Halifax, NS, CA, B3J 2W5
<b>Reference to related instrument in names-based roll/parcel register (if applicable)</b>	N/A
<b>Reason for removal of interest (for use only when interest is being removed by operation of law)</b> <i>Instrument code: 443</i>	N/A



**Certificate of Legal Effect:**

I certify that, in my professional opinion, it is appropriate to make the changes to the parcel register(s) as instructed on this form.

Dated at Halifax, in the County of Halifax, Province of Nova Scotia, on October 2<sup>nd</sup>, 2017.



*Signature of authorized lawyer*

*Name:* K. Michael Tweel

*Address:* Suite 305, 5670 Spring Garden Road  
Halifax, Nova Scotia, B3J 1H6

*Phone:* 902.422.6301

*E-mail:* kmatweel@yahoo.com

*Fax:* 902.429.6301

- This document also affects non-land registration parcels. The original will be registered under the *Registry Act* and a certified true copy for recording under the *Land Registration Act* is attached.

THIS GRANT OF EASEMENT made as of the 2<sup>nd</sup> day of October, 2017

**BETWEEN:**

**3306013 NOVA SCOTIA LIMITED**, a body corporate,

(the "Grantor")

- and -

**NOVA SCOTIA POWER INCORPORATED**, a body corporate

("NSPI")

**WHEREAS:**

1. The Grantor at the date hereof is the owner of ten (10) approved lots as depicted on the Plan of Subdivision Showing Lots A-1 to A-10 inclusive, in a Subdivision of Lot A, and also Showing Right-Of-Way Parcel Row-1, and W.E.-1, Lands of 3306013 Nova Scotia Ltd at 257 Russells Cove Road, Parkdale, Lunenburg County, Nova Scotia, registered at the Lunenburg County Land Registration Office as Plan No. 111436508 (the "Plan"), and located at Parkdale, in the County of Lunenburg, Province of Nova Scotia, the parent parcel of which is described in the deed recorded as Document number 110625853, and more particularly identified as:

Lots affected by the Main Distribution Easement (U.E.1):

Lot A-1: Property Identification Number (PID) 60706934  
Lot A-2: Property Identification Number (PID) 60706942  
Lot A-3: Property Identification Number (PID) 60706959  
Lot A-4: Property Identification Number (PID) 60706975  
Lot A-5: Property Identification Number (PID) 60706983  
Lot A-8: Property Identification Number (PID) 60706900  
Lot A-9: Property Identification Number (PID) 60706892  
Lot A-10: Property Identification Number (PID) 60706967

Lots located adjacent to Lots affected by the Main Distribution Easement (U.E.1):

Lot A-6: Property Identification Number (PID) 60706926  
Lot A-7: Property Identification Number (PID) 60706918

(individually or collectively called the "Lands").

2. NSPI wishes to secure a distribution easement over a portion of the Grantor's Lands to provide electric power and energy in all forms, as well as any and all other communication or

other signals to each of the above-described lots (hereinafter collectively called the "Lots" and individually called the "Lot").

**WITNESSETH** that in consideration of the sum of One Dollar (\$1.00) of lawful money of Canada and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

1. The Grantor hereby grants to NSPI the free and uninterrupted right, privilege, liberty and easement in perpetuity over, under and through:

(i) a Forty (40') foot wide parcel across the Lands depicted as easement "U.E. 1 Proposed Nova Scotia Power Inc. Easement" (the "Easement U.E. 1") on the Plan, a reduced copy of which is attached hereto as Schedule "A"; (ii) a Forty (40) foot wide parcel across Lot A-3 being Twenty (20) Feet on each side of the existing line or wire extending from the utility pole within Easement U.E. 1 across Lot A-3 to Lot A-10 as depicted on the Plan (the "Lot A-3 Easement"); and (iii) one or more Forty (40') foot wide parcels branching off Easement U.E. 1 and across each of the above-described Lots to the boundary and (or) boundaries of each of the other Lots as required and located by NSPI in its sole discretion from time to time (the "Secondary Distribution Line Easement(s)") for the purpose of providing utilities and services as contemplated by this Agreement to Lot A-6, Lot A-7, Lot A-8 and (or) Lot A-9 and (or) each of the other Lots depicted on the Plan (the Easement U.E. 1, Lot A-3 Easement and Secondary Distribution Line Easement(s) hereinafter collectively called the "Easement"); to do the following:

- (a) inserting, laying, erecting and maintaining a line or lines of poles, towers, and wires with all necessary foundations, excavations, anchors and guy wires (collectively the "Distribution Line"), for the purpose of conveying electric power and energy in all forms, as well as any and all other communication or other signals capable of being transferred over, under, through and across the Easement;
- (b) to clear or remove in any manner deemed expedient by NSPI, all vegetation, brush, trees, and other obstructions and impediments to construction, excavation, and maintenance of the Distribution Line upon the Easement and to use any method deemed expedient to keep the Easement clear of trees, vegetation, brush, or other obstructions, and to remove any such trees, vegetation or brush beyond the limits of the Easement that are deemed a potential hazard to or affect the Distribution Line or the purposes of the Easement;
- (c) to enter upon and across the Easement from time to time with vehicles, machinery, equipment and materials as deemed expedient for any purpose whatsoever to fulfill the privileges granted herein;
- (d) to enter upon any portion of the Lands, immediately adjacent to the Easement, from time to time to access the Easement and as may be reasonably required by NSPI to carry out any of its rights and privileges as herein granted;

(e) to generally to do all acts necessary to exercise the rights and privileges granted herein together with all rights and privileges necessarily ancillary thereto.

2. The Grantor hereby covenants and agrees with NSPI that it **will not**:

(a) excavate, drill, install, erect, construct, or permit to be excavated, drilled, installed, erected, or constructed on, under or over the Easement, any foundation, building or other structure or installation, pile material or plant any growth upon the Easement that, in the opinion of NSPI, may interfere with or endanger the Distribution Line;

(b) disturb or otherwise interfere with the Distribution Line or the Easement;

(c) plant or establish within the Lands, including the Easement, any trees, shrubs or other vegetation which could encroach and interfere with the Distribution Line or the Easement at any time unless previously consented to by NSPI; or

(d) remove, damage or retard in anyway, any vegetation established within the Easement as part of the management of the Easement without prior written permission from NSPI;

provided that it is acknowledged by the Grantor herein that should it be in breach of any of the foregoing that NSPI, in its discretion, shall be entitled to remedy the breach at the sole cost of the Grantor.

3. The Grantor represents and warrants to NSPI that the Grantor has good title in fee simple to the Lands and that the right to grant the Easement as hereby granted subject to easements the Grantor has granted or will be granting over, across and through the Lands for vehicle and (or) pedestrian access and related activities and services as depicted on the Plan as ROW-1 and W.E.-1. The Grantor will procure any such further assurances as may be reasonably required.

4. The Grantor agrees that NSPI may authorize any other utility, service provider, or communications distributor, including without limiting, cable television undertakings or telecommunications carriers, to exercise the easement rights hereby granted and to share the use of the Distribution Line within the Easement.

5. This Agreement shall enure to the benefit of and be binding upon the parties hereto, other persons authorized from time to time by NSPI, and all parties' respective heirs, administrators, executors, successors and assigns.

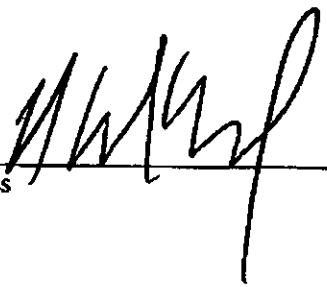
6. This Agreement shall be read with all change of number and gender required by the context.

Next Page is the Signature Page

**IN WITNESS WHEREOF** the Grantor has duly executed this Grant of Easement the day and year first above written.

SIGNED AND DELIVERED

**3306013 NOVA SCOTIA LIMITED**

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
**Per: Stephen O'Leary, President**

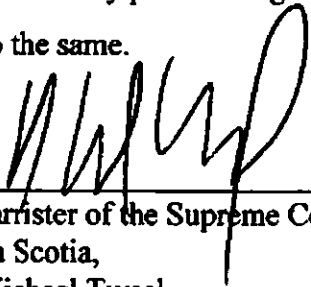
I have the authority to bind the company

**AFFIDAVITS OF EXECUTION**

**CORPORATE**

**PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX**

**I HEREBY CERTIFY** that on 2<sup>nd</sup> day of October, 2017, **3306013 NOVA SCOTIA LIMITED**, one of the parties of the foregoing Grant of Easement caused the foregoing easement to be executed in its name and on its behalf by its proper officer in my presence signed and delivered the same in my presence and I have signed as a witness to the same.

  
\_\_\_\_\_  
A Barrister of the Supreme Court of  
Nova Scotia,  
K. Michael Tweel

**MATRIMONIAL PROPERTY ACT AFFIDAVIT**

**CORPORATION**

PROVINCE OF NOVA SCOTIA )  
COUNTY OF HALIFAX SS )

I, Stephen O'Leary, of Parkdale, in the County of Lunenburg, Province of Nova Scotia, MAKE OATH AND SAY AS FOLLOWS, THAT:

1. I am the President of 3306013 Nova Scotia Limited ("Company") and as such have personal knowledge of the matters herein deposed to.
2. I am authorized by the Company to execute and deliver the attached Grant of Easement on behalf of the Company and thereby bind the Company with or without corporate seal.
3. For the purposes of this my Affidavit, matrimonial home means the dwelling and real property occupied by a person and that person's spouse as their family residence.
4. The Easement is not occupied as a matrimonial home by any of the shareholders of Company, nor does ownership of a share entitle any shareholder to an ownership interest in the Easement.
5. I acknowledge that the Company executed the foregoing Grant of Easement by its proper officer duly authorized in this regard on the date of this affidavit. This acknowledgement is made for the purpose of registering this Mortgage pursuant to Section 31(a) of the *Registry Act* R.S.N.S. 1989 c. 392 or section 79 of the *Land Registration Act*, S.N.S. 2001 c. 6, as applicable.

SWORN TO at Halifax, )  
in the Province of Nova Scotia, )  
this 2<sup>nd</sup> day of October, 2017 )  
before me: )  
)  
)  
)  
)  
)  
)  
A Barrister of the Supreme Court of )  
Nova Scotia, )  
Name: K. Michael Tweel )

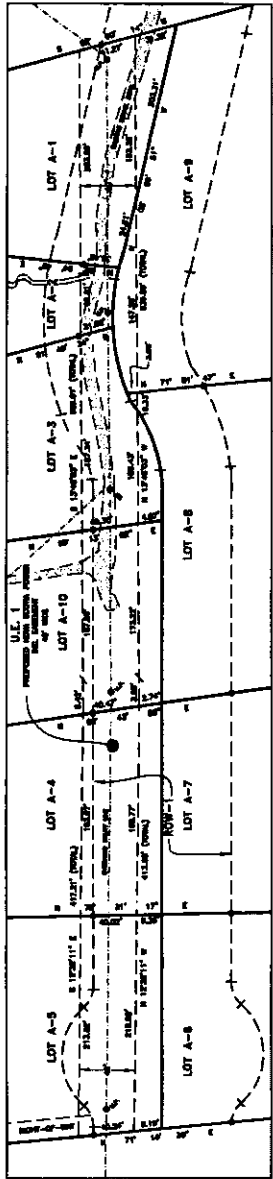
  
\_\_\_\_\_  
Stephen O'Leary

**Schedule "A"**

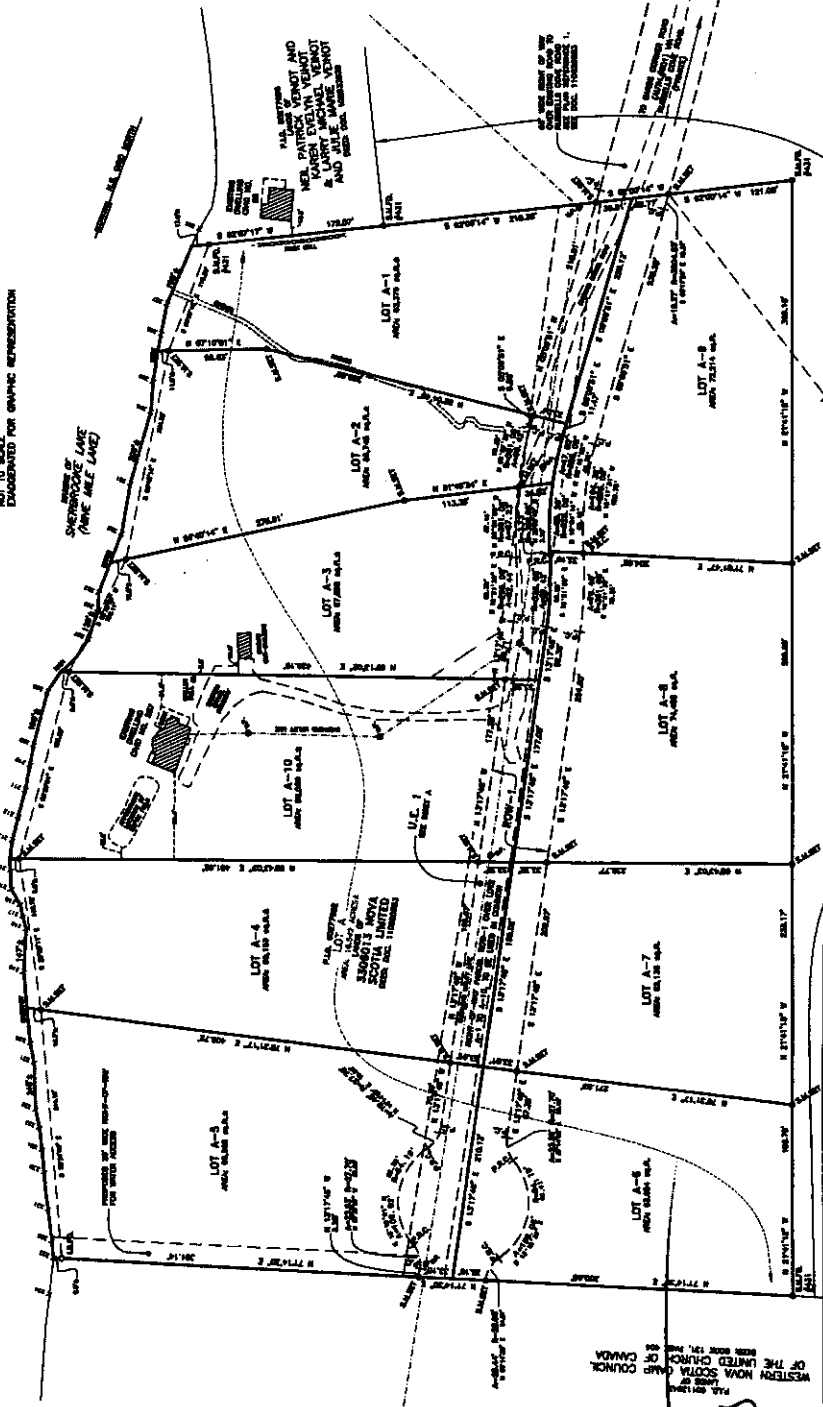
**Reduced Copy of Plan as signed/approved by Alton Smith, NSPI Regional Planner**



CONDOMINIUM UNIT NUMBER	OWNER NAME	ADDRESS	PHONE
1	...	...	...
2	...	...	...
3	...	...	...
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INSET A - PROPOSED NOVA SCOTIA POWER INC. EASEMENT U.E. 1  
 DISCLOSED FOR OWNERS REPRESENTATION



LOT	OWNER	ADDRESS	PHONE
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3	...	...	...
4	...	...	...
5	...	...	...
6	...	...	...
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8	...	...	...
9	...	...	...
10	...	...	...

*[Handwritten Signature]*  
 Hon. Smith  
 Regional Planner  
 821-6582

**LEGEND**

- LOT A-1 TO LOT A-10
- U.E. 1 TO U.E. 10
- ...

**PLANNING**

...

**DATE**

...

**Form 24**

*Purpose: to change the registered interest, benefits or burdens*

**(Instrument code: 450)**

*(If change(s) requested relate(s) to one or more of the following and no other interests are being added or removed on this form: manner of tenure, description of manner of tenure, non-resident status, parcel access or NSFLB occupant. Note: This form cannot be used to correct an error in a parcel register).*

**(Instrument code: 451)**

*(Change to existing servient or dominant tenement PID number in a parcel register as a result of subdivision or consolidation. Note: This form cannot be used to correct an error in a parcel register)*

For Office Use

Registration district: Lunenburg County  
 Submitter's user number: 3409  
 Submitter's name: K. Michael Tweel

LUNENBURG COUNTY LAND REGISTRATION OFFICE  
 I certify that this document was registered or recorded as shown here.  
 Rebecca Bond, Registrar

111543584 LRO  ROD   
 Document #

OCT 10 2017 11:33  
 MM DD YYYY Time

In the matter of Parcel Identification Number (PID)

PID	60706918
PID	

*(Expand box for additional PIDs, maximum 9 PIDs per form)*

The following additional forms are being submitted simultaneously with this form and relate to the attached document (check appropriate boxes, if applicable):

- Form 24(s)
- Form 8A(s)

Additional information (check appropriate boxes, if applicable):

- This Form 24 creates or is part of a subdivision or consolidation.
- This Form 24 is a municipal or provincial street or road transfer.
- This Form 24 is adding a corresponding benefit or burden as a result of an AFR of another parcel.

**Power of attorney** (Note: completion of this section is mandatory)

- The attached document is signed by attorney for a person under a power of attorney, and the power of attorney is:
  - recorded in the attorney roll
  - recorded in the parcel register
  - incorporated in the document

OR

- No power of attorney applies to this document

This form is submitted to make the changes to the registered interests, or benefits or burdens, and other related information, in the above-noted parcel register(s), as set out below.

The following benefits are to be added and/or removed in the parcel register(s):

*(Note: An amending PDCA is required if the changes being made to the benefit section are not currently reflected in the description in the parcel register).*

<b>Instrument type</b>	Easement / Right of Way
<b>Interest holder and type to be removed (if applicable)</b>	N/A
<b>Interest holder and type to be added (if applicable)</b> <i>Note: include qualifier (e.g., estate of, executor, trustee, personal representative) (if applicable)</i>	Together with an easement/right of way Easement/Right of Way holder (benefit)
<b>Mailing address of interest holder to be added (if applicable)</b>	N/A
<b>Servient tenement parcel(s) (list all affected PIDs):</b>	60706934 60706942 60706959 60706975 60706983 60706926 60706900 60706892 60706967
<b>Reference to related instrument in names-based roll/parcel register (if applicable)</b>	N/A
<b>Reason for removal of interest (for use only when interest is being removed by operation of law)</b> <i>Instrument code: 443</i>	N/A

The following burdens are to be added and/or removed in the parcel register(s):

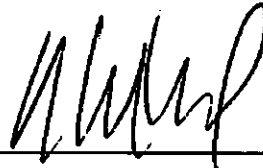
*(Note: An amending PDCA is required if the changes being made to the burden section are not currently reflected in the description in the parcel register).*

Instrument type	Easement/Right of Way
<b>Interest holder and type to be removed (if applicable)</b>	N/A
<b>Interest holder and type to be added (if applicable)</b> <i>Note: include qualifier (e.g., estate of, executor, trustee, personal representative) (if applicable)</i>	<p>60706934 - Easement/Right of Way holder (burden) – Dominant PID</p> <p>60706942 - Easement/Right of Way holder (burden) – Dominant PID</p> <p>60706959 - Easement/Right of Way holder (burden) – Dominant PID</p> <p>60706975 - Easement/Right of Way holder (burden) – Dominant PID</p> <p>60706983 - Easement/Right of Way holder (burden) – Dominant PID</p> <p>60706926 - Easement/Right of Way holder (burden) – Dominant PID</p> <p>60706900 - Easement/Right of Way holder (burden) – Dominant PID</p> <p>60706892 - Easement/Right of Way holder (burden) – Dominant PID</p> <p>60706967 - Easement/Right of Way holder (burden) – Dominant PID</p>
<b>Mailing address of interest holder to be added (if applicable)</b>	N/A
<b>Reference to related instrument in names-based roll/parcel register (if applicable)</b>	N/A
<b>Reason for removal of interest (for use only when interest is being removed by operation of law)</b> <i>Instrument code: 443</i>	N/A

**Certificate of Legal Effect:**

I certify that, in my professional opinion, it is appropriate to make the changes to the parcel register(s) as instructed on this form.

Dated at Halifax, in the County of Halifax, Province of Nova Scotia, on October 2<sup>nd</sup>, 2017.



*Signature of authorized lawyer*

*Name:* K. Michael Tweel

*Address:* Suite 305, 5670 Spring Garden Road  
Halifax, Nova Scotia, B3J 1H6

*Phone:* 902.422.6301

*E-mail:* kmatweel@yahoo.com

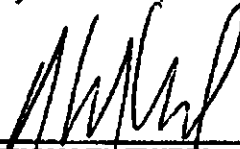
*Fax:* 902.429.6301

- This document also affects non-land registration parcels. The original will be registered under the *Registry Act* and a certified true copy for recording under the *Land Registration Act* is attached.

**CERTIFICATE OF NOTARY PUBLIC**

I, **K. MICHAEL TWEEL**, a Notary Public in and for the Province of Nova Scotia, residing in the Halifax Regional Municipality, in the said Province, do hereby certify and attest that the attached document is a true copy of the Grant of Easement dated October 2, 2017 made by 3306013 Nova Scotia Limited, as Grantor, in favour of 3306013 Nova Scotia Limited, as Grantee, the said copy having been compared by me with the said original document. This photocopy confirms to the original document which has not been altered in any way.

**IN TESTIMONY WHEREOF** I have hereunto subscribed my name and affixed my notarial seal of office at Halifax, Nova Scotia, this 2<sup>nd</sup> day of October, 2017.



---

**K. MICHAEL TWEEL**  
A Notary Public in and for the Province of  
Nova Scotia

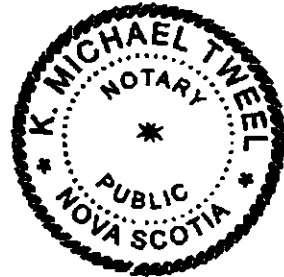
**CERTIFICATE OF NOTARY PUBLIC**

I, **K. MICHAEL TWEEL**, a Notary Public in and for the Province of Nova Scotia, residing in the Halifax Regional Municipality, in the said Province, do hereby certify and attest that the attached document is a true copy of the Grant of Easement dated October 2, 2017 made by 3306013 Nova Scotia Limited, as Grantor, in favour of 3306013 Nova Scotia Limited, as Grantee, the said copy having been compared by me with the said original document. This photocopy confirms to the original document which has not been altered in any way.

**IN TESTIMONY WHEREOF** I have hereunto subscribed my name and affixed my notarial seal of office at Halifax, Nova Scotia, this 2<sup>nd</sup> day of October, 2017.



\_\_\_\_\_  
**K. MICHAEL TWEEL**  
A Notary Public in and for the Province of  
Nova Scotia



**THIS GRANT OF EASEMENT** made as of the <sup>1<sup>st</sup></sup> 2 day of October, A.D., 2017,

**BETWEEN:**

**3306013 NOVA SCOTIA LIMITED**, a body corporate,  
  
(hereinafter called the "Grantor")

**OF THE FIRST PART**

-and -

**3306013 NOVA SCOTIA LIMITED**, a body corporate,  
  
(hereinafter called the "Grantee")

**OF THE SECOND PART**

**WHEREAS:**

(1) **3306013 Nova Scotia Limited** is the owner of the following lots as depicted on the Plan of Subdivision Showing Lots A-1 to A-10 inclusive, in a Subdivision of Lot A, and also Showing Right-Of-Way Parcel Row-1, and W.E.-1, Lands of 3306013 Nova Scotia Ltd at 257 Russells Cove Road, Parkdale, Lunenburg County, Nova Scotia, registered at the Lunenburg County Land Registration Office as Plan No. 111436508 (the "Plan"):

- Lot A-1: Property Identification Number (PID) 60706934
- Lot A-2: Property Identification Number (PID) 60706942
- Lot A-3: Property Identification Number (PID) 60706959
- Lot A-4: Property Identification Number (PID) 60706975
- Lot A-5: Property Identification Number (PID) 60706983
- Lot A-6: Property Identification Number (PID) 60706926
- Lot A-7: Property Identification Number (PID) 60706918
- Lot A-8: Property Identification Number (PID) 60706900
- Lot A-9: Property Identification Number (PID) 60706892
- Lot A-10: Property Identification Number (PID) 60706967



- (2) 3306013 Nova Scotia Limited wishes to grant certain easements in accordance with and as depicted on the Plan as ROW-1 and W.E.-1;

**NOW THEREFORE WITNESSETH** that in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the parties hereto, the parties agree as follows:

**Interpretation**

1. For the purposes of this Agreement, unless the context otherwise requires, the following words and phrases shall have the meanings set out below, respectively:

- (a) **"ROW-1 Lands"** means that portion of Lot A-1, Lot A-2, Lot A-3, Lot A-4, Lot A-5, Lot A-6, Lot A-7, Lot A-8, Lot A-9 and Lot A-10 depicted and delineated as "Right of Way Parcel ROW-1 Over Lots A-1 to A-10, to be used in Common" and as "ROW-1" on the Plan, a reduced copy of which is attached hereto as Schedule "A";
- (b) **"W.E.-1 Lands"** means that portion of Lot A-5 depicted and delineated as "W.E.-1" and "Proposed 20' Wide Right-of-Way for Water Access" on the Plan, a reduced copy of which is attached hereto as Schedule "A";
- (c) **"Owner"** means the Grantee and each subsequent registered owner or owners (based on the records at that time maintained by the applicable land registration office) of a Lot and **"Owners"** means all of such owners of the Lots; and
- (d) **"Lot"** means all or any part of Lot A-1, Lot A-2, Lot A-3, Lot A-4, Lot A-5, Lot A-6, Lot A-7, Lot A-8, Lot A-9 or Lot A-10 and **"Lots"** means Lot A-1, Lot A-2, Lot A-3, Lot A-4, Lot A-5, Lot A-6, Lot A-7, Lot A-8, Lot A-9 and Lot A-10.

2. The Division of this Agreement into Articles, Paragraphs or Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

**Grant of Easement – ROW-1**

3. The Grantor hereby grants and conveys to the Grantee and to and for the benefit of each and every part of Lot A-1, Lot A-2, Lot A-3, Lot A-4, Lot A-5, Lot A-6, Lot A-7, Lot A-8, Lot A-9 and Lot A-10, a continuous and uninterrupted right, privilege, liberty, easement and right-of-way in perpetuity and in common with others on, over, across, and under the ROW-1 Lands for the purposes and uses described in paragraph 4 of this Agreement (hereinafter called "ROW-1

Easement").

4. The ROW-1 Easement may be used by the Grantee and its servants, agents, workmen, contractors, invitees, licensees and occupants all times by day or night by foot or by vehicle, with or without machinery, materials and equipment of any description and with or without animals, for all purposes connected with the use and enjoyment of the said dominant tenement lands including, without limiting the generality of the foregoing, the following purposes and uses:

(a) to:

- (i) install, construct, operate, maintain, clear, inspect, patrol, alter, remove, replace, repair, reconstruct and safeguard a roadway with or without a drainage system for surface water runoff and with or without driveways leading to and from the roadway to permit the daily use of vehicles and pedestrian traffic with or without animals (hereinafter called the "Road System");
- (ii) clear the said easement or any part thereof of any trees, growth, impediments or obstructions, now or hereafter on or within the easements and rights-of-way described herein and which might, in the opinion of any of the Owners of the dominant tenement lands, acting reasonably, interfere with the rights herein described or endanger the Road System;
- (iii) generally do all acts necessary or incidental to the exercise of the rights and privileges granted herein.

(b) access the W.E.-1 Lands as provided herein.

#### **Grant of Easement – W.E.-1**

5. The Grantor hereby grants and conveys to the Grantee only as the Owner of Lot A-6, Lot A-7, Lot A-8 and Lot A-9, and to and for the benefit only of each and every part of Lot A-6, Lot A-7, Lot A-8 and Lot A-9, a continuous and uninterrupted right, privilege, liberty, easement and right-of-way in perpetuity and in common with others on, over and across the W.E.-1 Lands for the purposes and uses described in paragraph 6 of this Agreement (hereinafter called "W.E.-1 Easement").

6. The W.E.-1 Easement may only be used by the Grantee only as the Owner of Lot A-6, Lot A-7, Lot A-8 and Lot A-9, and its servants, agents, workmen, contractors, invitees, licensees and occupants between the hours of 7:00 am (Atlantic Standard Time) in the morning and 9:00 p.m. (Atlantic Standard Time) in the evening for the limited purpose of accessing by foot

the waters of Sherbrooke Lake for recreational uses and enjoyment of the lake including, without limiting the generality of the foregoing, the following limited purposes and uses:

(a) to:

- (i) install, construct, operate, maintain, clear, inspect, patrol, alter, remove, replace, repair, reconstruct and safeguard a pathway from the ROW-1 Easement for foot traffic with or without animals to and from the ordinary high-water mark of Sherbrooke Lake (hereinafter called the "Lake Path System");
- (ii) clear the pathway of the said easement or any part thereof of any trees, growth, impediments or obstructions, now or hereafter on or within the easements and rights-of-way described herein and which might, in the opinion of any of the Owners of Lot A-6, Lot A-7, Lot A-8 and Lot A-9, acting reasonably, interfere with the rights herein described or endanger the Lake Path System;
- (iii) generally do all acts necessary or incidental to the exercise of the rights and privileges granted in this paragraph 6.

#### **Costs Payable by Owners**

7. 3306013 Nova Scotia Limited, as the Grantor and the developer of the subdivision containing the Lots, may from time to time establish and allocate such fees, dues and assessments to be paid by each of the Owners of the Lots for costs and expenses related to the said easements and the access to the Lots from the public road including, without limiting the generality of the foregoing, the administration, use, maintenance, clearing and repair of the easements and access to the ROW-1 Lands from the public road and the Grantee and each subsequent Owner of a Lot shall promptly pay such fees, dues and assessments when due and payable. 3306013 Nova Scotia Limited, as the Grantor and the developer of the subdivision containing the Lots, may, at its option, assign its role under this paragraph 7 to a residents association of the Owners that may be established by 3306013 Nova Scotia Limited or by the Owners after all of the Lots have been sold and conveyed by 3306013 Nova Scotia Limited for the purpose of addressing matters related to easements described herein and access to the Lots from the public road. Each Owner shall promptly join and remain during their period of ownership a member of any residents association established by 3306013 Nova Scotia Limited or the Owners as indicated above.

8. Each Owner shall be responsible for and make good any damage, loss, injury or detriment caused by or occasioned to the ROW-1 Lands, the W.E.-1 Lands or any parts thereof when the same is caused by it, its employees, agents, licensees, invitees or others acting on

behalf of or under the control of that Owner.

9. Any reinstatement, remediation or restoration of all or any part of any easement described herein that is required due to damage, loss, injury or detriment caused by any Owner or those for whom that Owner is responsible shall be performed promptly by that Owner at their expense subject only to reasonable delays due to seasonal conditions. The affected lands shall as far as practicable, and to the extent mutually agreed between the Grantor and Grantee, be restored to the same condition as prior to the damage or activity that affected the said easement. Notwithstanding the foregoing, if there is any delay in the performance of any work, any other Owner may cause the work to be performed and recover the cost thereof (including legal and other professional cost incurred) from the violating Owner in addition to any other remedy that may be obtained against the violating Owner

### **General Provisions**

10. The parties acknowledge and agree that the Grantor has granted or will grant to Nova Scotia Power Incorporated, its successors and assigns, an easement for inserting, laying, erecting and maintaining a line or lines of poles, towers, and wires with all necessary foundations, excavations, anchors and guy wires, for the purpose of conveying electric power and energy in all forms, as well as any and all other communication or other signals capable of being transferred over, under, through and across the easement U.E.-1 as depicted on the Plan (the "Power Utilities Easement"). Other than as required by the Power Utilities Easement from time to time, no fence, gate, wall, structure or obstruction of any type shall be placed or erected on or across the ROW-1 Lands or the W.E.-1 Lands.

11. The easements described herein shall not be used by any Owner or those for whom that Owner is responsible in any manner that interferes with the ordinary use and enjoyment of the said easements by any other Owner as contemplated by this Agreement or in a manner that is a nuisance or creates noise pollution or damages the Road System, the Lake Path System or any other part of the said easements.

12. Except for temporary parking by emergency or service vehicles, parking of vehicles shall be kept off the Road System and the ROW-1 Lands. Except for emergency vehicles, vehicles are not permitted on the Lake Path System.

13. Each Owner shall be responsible for removal of all material and the cleaning of all mud and gravel or any other material including construction debris which may be deposited on the easements described herein by that Owner or its employees, agents, licensees, invitees or others acting on behalf of or under the control of that Owner and any such material shall be removed by that Owner within Forty-Eight (48) hours of receipt of request to do so from the any of the other Owners and if it is not so removed, then any other Owner may cause the material to be removed and recover the cost thereof (including legal and other professional

cost incurred) from the violating Owner.

14. Notwithstanding anything herein to the contrary, nothing shall be done or permitted upon the ROW-1 Lands or the W.E.-1 Lands which shall be a violation of any protective covenants or restrictive covenants implemented by the Grantor that affect the Lots, the ROW-1 Lands and W.E.-1 Lands.

#### **Miscellaneous Clauses**

15. Nothing herein shall prevent any Owner of the servient tenement lands from using in common with others any easement and right-of-way on, over, across, and under the servient tenement lands for the same uses and purposes as any of the owners of the dominant tenement lands.

16. The easements and rights-of-way granted herein are not in substitution or replacement of any easements or rights-of-way previously granted to and for the benefit of the parent parcel, Lot A, or any lands which include Lot A and nothing herein shall terminate, alter or amend in any way any such easements or rights-of-way.

17. In the event that any provision or part of this Agreement shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions, or parts thereof, shall be and remain in full force and effect.

18. This Agreement shall be governed by and construed in accordance with the laws of the Province of Nova Scotia and the laws of Canada applicable therein.

19. Each party hereto shall with reasonable diligence do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated hereby, and each party shall provide such further documents or instruments required by any other party as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions.

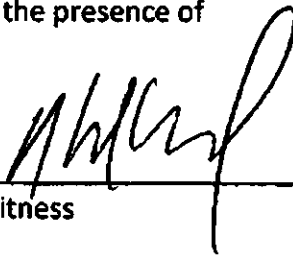
20. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, personal representatives, successors including successors in title and assigns.

21. In this Agreement words in the singular include the plural and words in the plural include the singular and words importing masculine gender include the feminine and neuter genders with the intent that this Agreement shall be read with all appropriate changes of number and gender required of the context. All covenants entered into or imposed hereunder upon either party shall be joint and several.


Next Page is the Signature Page

IN WITNESS WHEREOF the parties hereto have executed this Agreement effective as of the day and year first above written.

SIGNED and DELIVERED  
in the presence of

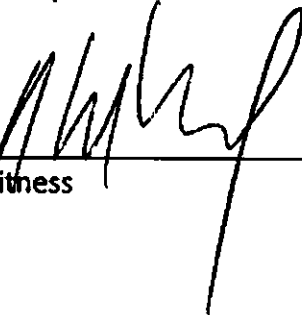
  
\_\_\_\_\_  
Witness

3306013 NOVA SCOTIA LIMITED

Per:   
\_\_\_\_\_  
Stephen Hindon O'Leary, President

I have the authority to bind the company  
as the Grantor

SIGNED and DELIVERED  
in the presence of

  
\_\_\_\_\_  
Witness

3306013 NOVA SCOTIA LIMITED

Per:   
\_\_\_\_\_  
Stephen Hindon O'Leary, President

I have the authority to bind the company  
as the Grantee

**CERTIFICATE OF EXECUTION**

**PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX**

I HEREBY CERTIFY that on 2<sup>nd</sup> day of October, 2017, 3306013 NOVA SCOTIA LIMITED, a party to the foregoing Grant of Easement caused the foregoing Grant of Easement to be executed in its name and on its behalf by its proper officer in my presence signed and delivered the same in my presence and I have signed as a witness to the same.



---

A Barrister of the Supreme Court of  
Nova Scotia,  
K. Michael Tweel

AFFIDAVIT OF EXECUTION AND STATUS

I, **Stephen Hindon O'Leary**, make oath and say that:

1. I am the President of 3306013 Nova Scotia Limited (the "Company") and as such have a personal knowledge of the matters herein deposed to.
2. I executed the foregoing instrument for and on behalf of the Company.
3. I have the authority to execute the foregoing instrument on behalf of the Company with or without corporate seal and thereby bind the Company.
4. I acknowledge that the Company executed the foregoing instrument by its proper and duly authorized officer on the date of this Affidavit and this acknowledgment is made for the purpose of registering such instrument pursuant to s. 31(a) of the *Registry Act* (Nova Scotia) or s.79(1)(a) of the *Land Registration Act* (Nova Scotia), as the case may be.
5. The Company is a resident of Canada under the Income Tax Act (Canada).
6. The ownership of a share or interest in a share of the Company does not entitle the owner of such share or interest in such share to occupy a dwelling owned by the Company.

SWORN TO at Halifax )  
 In the County of Halifax, )  
 Province of Nova Scotia, )  
 this 2<sup>nd</sup> day of October, )  
 2017, before me: )  
 \_\_\_\_\_ )  
 A Barrister of the Supreme Court of )  
 Nova Scotia, )  
 Name: K. Michael Tweel )

\_\_\_\_\_  
 Stephen Hindon O'Leary



## Schedule "A"

The following Plan attached as Schedule "A" is a reduced copy the "Plan of Subdivision Showing Lots A-1 to A-10 inclusive, in a Subdivision of Lot A, and also Showing Right-Of-Way Parcel Row-1, and W.E.-1, Lands of 3306013 Nova Scotia Ltd at 257 Russells Cove Road, Parkdale, Lunenburg County, Nova Scotia", registered at the Lunenburg County Land Registration Office as Plan No. 111436508.



THIS WARRANTY DEED made as of the 16<sup>th</sup> day of July, A.D., 2020,

# 1167 83714

Aug. 11/20

**BETWEEN:**

**3306013 NOVA SCOTIA LIMITED**, a body corporate, with a registered office at Halifax, in the County of Halifax, Province of Nova Scotia,

(hereinafter called the "Grantor")

OF THE FIRST PART

- and -

**2167608 ALBERTA CORP.**, a body corporate,

(hereinafter called the "Grantee")

OF THE SECOND PART

**WITNESSETH THAT** in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party:

**THE GRANTOR** hereby conveys to the Grantee the lands described in Schedule "A" to this Warranty Deed and, pursuant to the *Matrimonial Property Act* of Nova Scotia, consents to this conveyance.

**THE GRANTOR** covenants with the Grantee that the Grantee shall have quiet enjoyment of the lands, that the Grantor has a good title in fee simple to the lands and the right to convey them as hereby conveyed, that the lands are free from encumbrances save and except the provisions, stipulations, covenants and restrictions set out in Appendix "A" to this Warranty Deed and that the Grantor will procure such further assurances as may be reasonably required.

**IT IS THE INTENT** that the burden of the restrictions contained in Appendix "A" to this Warranty Deed shall run with the lands hereby conveyed. The Grantor and the Grantee covenant and agree with each other and as to the Grantee with the owner or owners from time to time of any other lot in the subdivision to which the benefit of the provisions, stipulations, covenants and restrictions set out in Appendix "A" is attached, to observe, perform and comply with the provisions, stipulations, covenants and restrictions set out in Appendix "A".

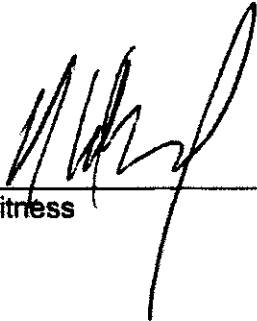
**THE RIGHTS** of the Grantor and the obligations of the Grantee created by this Warranty Deed shall survive in any subsequent conveyance of the said lands or part thereof and shall remain in full force and effect against the said lands and all such parts thereof.

**IN THIS WARRANTY DEED** words in the singular include the plural and words in the plural include the singular and words importing masculine gender include the feminine and neuter genders with the intent that this Warranty Deed shall be read with all appropriate changes of number and gender required of the context.

**IN WITNESS WHEREOF** the Grantor and Grantee hereto have duly executed this Warranty Deed the day and year first above written.

**SIGNED AND DELIVERED**  
in the presence of:

**3306013 NOVA SCOTIA LIMITED**

  
\_\_\_\_\_  
Witness

Per:   
\_\_\_\_\_  
Stephen H. O'Leary, President

I have the authority to bind the company

**SIGNED AND DELIVERED**  
in the presence of:

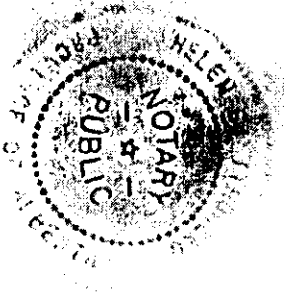
**2167608 ALBERTA CORP.**

Helen S. Tymoczko  
Witness  
Helen S. Tymoczko  
Barrister & Solicitor  
A Notary In And  
for the Province  
of Alberta

Per:   
Name: Roman Bouz  
Title: President

I have the authority to bind the company

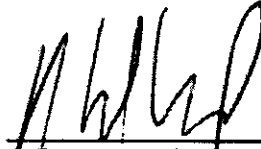
(As per the restrictive covenants contained in  
Appendix "A" hereto annexed)



**CERTIFICATE OF EXECUTION**

PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX

I CERTIFY on this 16<sup>th</sup> day of July, A.D., 2020, 3306013 Nova Scotia Limited, one of the parties to the foregoing Indenture, caused the same to be duly executed and delivered in its name and in its behalf by Stephen H. O'Leary, its proper officer duly authorized in that behalf in my presence.



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A Barrister of the Supreme Court of  
Nova Scotia, K. Michael Tweel

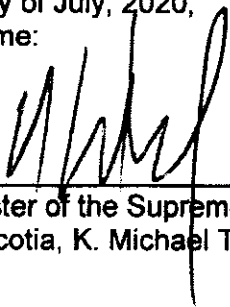
AFFIDAVIT OF EXECUTION

PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX

I, STEPHEN H. O'LEARY, make oath and say that:

1. I am the President of 3306013 Nova Scotia Limited ("Company") and as such have a personal knowledge of the matters herein deposed to.
2. I executed the foregoing instrument for and on behalf of the Company.
3. I am authorized to execute the foregoing instrument on behalf of the Company, with or without the seal of the Company, and thereby bind the Company.
4. I acknowledge that the properly authorized signatory of the Company has executed the foregoing instrument on the date of this Affidavit. This acknowledgement is made for the purpose of registering this instrument pursuant to s. 31(a) of the *Registry Act* (Nova Scotia) or s.79(1)(a) of the *Land Registration Act* (Nova Scotia), as the case may be.
5. "Matrimonial Home" means a dwelling and real property occupied by a person and that person's spouse as their family residence and in which either or both of them have a property interest other than a leasehold interest.
6. The real property described in the attached Schedule "A" has never been occupied by any shareholder of the Company as a Matrimonial Home while it has been owned by the Company, nor does ownership of a share in the Company entitle the owner or owners thereof to occupy it as a Matrimonial Home.
7. The Company is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada).

SWORN TO at Halifax, in the )  
County of Halifax, )  
Province of Nova Scotia this )  
16 day of July, 2020, )  
before me: )

  
\_\_\_\_\_  
A Barrister of the Supreme Court of )  
Nova Scotia, K. Michael Tweel )

  
\_\_\_\_\_  
Stephen H. O'Leary

**Schedule "A"**

**PID 60706918**

**Registration County: LUNENBURG COUNTY  
Street/Place Name: RUSSELLS COVE ROAD /PARKDALE  
Title of Plan: PLAN OF S/D SHOWING LOTS A-1 TO A-10 INCLUSIVE, IN A SUBDIVISION OF LOT A, & ALSO SHOWING RIGHT-OF-WAY PARCEL ROW-1, & W E-1, LANDS OF 3306013 NOVA SCOTIA LTD AT 257 RUSSELLS COVE RD, PARKDALE, LUNENBURG COUNTY  
Designation of Parcel on Plan: LOT A-7  
Registration Number of Plan: 111436508  
Registration Date of Plan: 2017-09-19 14:30:07**

**TOGETHER WITH the rights and obligations in respect of the easement and right of way described in the Deed recorded in Book 252 at Page 1094 as Document Number 3603.**

**TOGETHER WITH the rights and obligations described in the Grant of Easement registered as Document Number 110662708.**

**TOGETHER WITH the rights and obligations described in the Grant of Easement registered as Document Number 111543584.**

**SUBJECT TO the rights and obligations described in the Grant of Easement to Nova Scotia Power Incorporated registered as Document Number 111543295.**

**SUBJECT TO the rights and obligations described in the Grant of Easement registered as Document Number 111543584.**

**SUBJECT TO restrictive covenants as described in the Deed registered as Document Number 111543121.**

**\*\*\* Municipal Government Act, Part IX Compliance \*\*\***

**Compliance:**

**The parcel is created by a subdivision (details below) that has been filed under the Registry Act or registered under the Land Registration Act  
Registration District: LUNENBURG COUNTY  
Registration Year: 2017  
Plan or Document Number: 111436508**



**APPENDIX "A"**

**SHERBROOKE LAKE ESTATES**

**PROTECTIVE & RESTRICTIVE COVENANTS**

The Grantee covenants and agrees with 3306013 Nova Scotia Limited, as the Developer, to observe and comply with the following stipulations, covenants and restrictions (collectively referred to herein as the "covenants") made in pursuance of a building scheme established by the Developer. The burden of these covenants shall run with the lands described in Schedule "A" attached hereto (hereinafter referred to as "the lands") forever and the benefit of these covenants shall run with each of the lots numbered A-1 to A-10, inclusive, depicted on the Plan of Subdivision registered at the Lunenburg County Land Registration Office as Plan No. 111436508 (the "Sherbrooke Lake Estates Subdivision"). These covenants shall be binding upon and enure to the benefit of the heirs, executors, administrators, legal representatives, successors (including successors in title) and assigns of these parties hereto. All references to Grantee herein shall include the Grantee described in the attached deed made between the Grantee and the Developer and the subsequent Owner(s) of the lands from time to time as more particularly defined herein.

1. Except as otherwise provided herein, no building other than a single-family dwelling with or without a garage and (or) out-building appurtenant thereto shall be constructed at the lands.
2. Prior to undertaking any site work including clearing, excavation or construction of any building on the lands, approval of the proposed building plans must be obtained in writing from the Developer. The plans submitted to the Developer for approval shall include, but are not necessarily limited to a site development and grading plan, floor plans, exterior elevations and a colour schedule.
3. The primary dwelling constructed on the lot shall have the following minimum size:
  - a. 1,000 square feet for a single story building;
  - b. 800 square feet per floor for a two story building; and
  - c. 900 square feet on the ground floor in case of a dwelling of more than one story but not a full two story.

The measurements of the structure shall be based on the finished exterior dimensions excluding decks, porch, verandah, sunroom and garage.

The building shall meet all requirements of the National Building Code (NBC) and all laws, rules and regulations of municipal and all other applicable authorities.

4. Prior to any clearing or development on the lands, a site development and grading plan shall be submitted to the Developer for approval (the "Site Development Plan"). The Site Development Plan shall show the proposed lot grading, proposed location of the dwelling and all other structures, driveways, service laterals, basement floor elevations, walkways, fences, drainage swales, and other major features including the lake protection buffer zone. It shall also show proposed erosion and sediment control features and measures during construction and proposed final landscaping. The Site Development Plan shall be prepared by a qualified professional in this field of work and shall be signed as approved by the Developer or the

Developer's duly appointed representative before any excavation or construction whatsoever is commenced. In reviewing the Site Development Plan, the Developer shall take cognizance of the requirements of this paragraph, the erosion and sediment control requirement of these stipulations, covenants and restrictions, and the landscape guidelines. Site Development Plans not giving appropriate consideration to these requirements will be returned for revision prior to approval. Final grading and landscaping of the lands shall be generally in accordance with approved Site Development Plan.

5. No alteration, addition, or change to a structure or exterior appearance including colour shall be made except with the express written approval of the Developer.
6. No outbuilding, privacy screen, wall, deck, gazebo, fence, gate, post or other structure shall be constructed and maintained on the lands until the plans, specifications and site plan have been submitted to and approved in writing by the Developer. The Developer may in its absolute discretion refuse to approve any such plans or proposals, which, in its opinion, are unsuitable or undesirable in relation to the character of the surrounding area. The Grantor may also in its discretion establish from time to time boundary set-back requirements more stringent than those that may be established by any governmental authority and in place from time to time.
7. The lands shall not be re-subdivided or re-zoned at any time without the written approval of the Developer.
8. No mobile homes shall be erected, brought upon or maintained on the lands. No travel trailers or motor homes shall be maintained on the lands as primary residences except during the period leading up to construction and completion of construction, such period not to exceed 18 months. This covenant is not intended to prevent the owner(s) of the lands from owning a motor home and keeping it on the lands when not in use.
9. No signs, billboards or any other advertising of any kind other than real estate pertaining to the lands for sale shall be erected on the lands, placed or maintained on the lands, structures or trees without the express written approval of the Developer
10. No healthy tree with a butt diameter greater than 4" shall be removed without the prior written consent of the Developer, except those trees which must be removed for the purpose of construction in accordance with the approved Site Development Plan. If any tree is otherwise cut down, destroyed or removed an equivalent tree shall be replaced at the cost of the Grantee.
11. No landscaping of the lands surrounding any building erected shall remain uncompleted for more than 6 months after the substantial completion or occupancy of building on the lands, whichever is earlier. Any portion of the lands not landscaped after this period may be completed by the Developer at the Grantee's expense.
12. No nonfunctioning vehicles or equipment shall be stored on the lands except within a wholly enclosed garage. No major repairs to any motor vehicle, boat, trailer or other equipment shall be done on the lands except within a wholly enclosed garage.
13. No incineration of refuse will be allowed on the lands
14. No refuse or waste pile shall be maintained or permitted to be maintained on the lands, except

that for garden compost in a contained system approved in writing by the Developer.

- 15.. No horses, cattle, hogs, sheep, livestock or animals other than household pets normally kept in private homes in urban residential areas shall be kept on the lands unless approved in writing by the Developer.
16. No business, trade, profession, employment, service, or manufacturer of any type or description shall be operated on or from the lands. Nor shall the following be permitted on the lands: yard storage, parking or storage of heavy equipment.
17. The lands shall be kept clean, sanitary, free from fire hazard at all times and all landscaping shall be maintained in a manner consistent with other properties in the surrounding neighbourhood.
18. A lakeshore protection buffer zone shall be established and maintained at all times within 30 feet of the ordinary high water mark of the lakeshore on all properties which abut the lake. No tree cutting, landscaping, or development shall take place within this lakeshore protection buffer zone unless it has been approved in writing by the Developer and the Developer will only grant approval for such development providing it is in accordance with these covenants and the spirit and intent of the appropriate development guidelines contained herein. Past experience has shown that when urban residential development occurs on lakefront lots, that the largest single source of materials being deposited into the lake is from sediment washed in from individual lots during building construction and landscaping. This experience has also shown that the major long term effect on water quality is due to nutrients from agricultural chemicals, lawn clippings and pet droppings being washed into the lake. This experience has further shown that one of the most effective ways of minimizing both of these problems is through the maintenance of a treed or forest ground cover area between the landscaped portion of the lot and the lakeshore; within which surface irregularities will result in ponding and more of the surface water penetrating into the ground resulting in entrapment of particulate runoff and the nutrients being taken up by trees and vegetation. One objective of the lakeshore buffer is to achieve this surface water filtration and nutrient take-up.
19. The lakeshore protection buffer zone is not intended to prevent property owners from enjoying their lake frontage. It is acceptable to build a non-erodible foot path down to the lakeshore using materials such as gravel without excessive fine particulate, wolmanized timber, patio stones, etc. It is also acceptable to prune and trim the woodland vegetation within the lakefront buffer to provide views and create a park like setting.
20. Subject to the approval of the Developer and obtaining the appropriate permits from the Nova Scotia Department of Environment and (or) any other governmental authority having jurisdiction, depending upon the elements to be constructed, it is acceptable to build a wharf, boat-house, gazebo or similar features within the lakefront buffer zone providing the construction is done in a careful and prudent manner, that it does not destroy mature trees and that particular care is taken during excavation or placing of building supports to prevent soil materials from being washed into the lake.
21. On many of the lakefront lots, there are stones projecting through the forest floor within the lakeshore protection buffer zone resulting in unpleasant or even unsafe walking conditions. It is acceptable to remove stones providing it can be done without major machinery which damages the surrounding vegetation, or to place coarse topsoil soil (predominately sand and

organics with no clay size particles) to smooth the area. However, trees or shrubbery shall immediately be planted in any topsoil placed and the surface stabilized with bark mulch to prevent erosion and particulate matter being carried into the lake. Rather than have a uniform slope running down to the lake, it is desirable to have depressions and pockets within the buffer area to accumulate runoff from minor rainstorms and allow the water to filter through the soil and to carry the nutrients to the roots of the trees and shrubbery vegetation.

22. Lawn grasses which require fertilizing and mowing shall not be planted within the lakeshore protection buffer zone. Instead, vegetation should be restricted to trees, shrubbery and ground covers and areas between vegetation shall be maintained with needles and forest floor material, bark mulch or other suitable material.
23. No site clearing for any purpose shall commence until the lake protection buffer zone and mature trees slated for retention have been located and flagged in the field to identify areas not to be disturbed and the personnel who will be working on the site are made aware of the purpose of the flagging.
24. All disturbed areas on the lands shall be stabilized as soon after building completion as possible and within one month after completion, or where completion occurs during the winter, the start of the spring growing season. All disturbed areas shall be landscaped and landscaping shall be carried out through the use of sod or other permanent ground covers to prevent erosion.
25. No use of heavy equipment shall be conducted on the lands except in accordance with the following guidelines: The use of heavy mechanical equipment within the bow spread of trees to be maintained on the lands shall be kept to a minimum. Where use of such equipment is necessary to implement the approved Site Development Plan, the operator shall take extreme care not to damage the bark, limbs or roots of the tree. Additional mats or soil shall be placed on the ground surface to protect the roots and any roots, or limbs, which are encountered or damaged during excavation, shall be neatly cut and sealed and bark scrapes shall be sealed.
26. No development shall take place on the lands which violates the applicable requirements set out in the guidelines for Erosion and Sediment Control on Construction Sites published by the Nova Scotia Department of Environment or the guidelines of any applicable governmental authority or agency that has jurisdiction.
27. No development or excavation shall be commenced on the lands until all the erosion and sediment control features and measures shown on the approved Site Development Plan(s) has been put in place. Such features shall be maintained until completion of stabilization of all disturbed surfaces.
28. No discharge of discoloured water or water-carrying sediment is permitted into watercourses or the lake. Use of adequate filtering systems to prevent sediment runoff from the Property shall be established and implemented. All exposed excavated material on the Property shall be stabilized to control sediment runoff.
29. Any areas which now or in the future become bare and cause erosion due to surface water runoff shall be landscaped and stabilized in a manner which will prevent erosion.
30. Each Owner consents to the installation and maintenance of power, telephone and television

lines, poles, towers, wires, anchors and equipment (hereinafter called the "equipment") above and below ground as may be required in the opinion of the Developer or the utility provider for the provision of wire, electricity, telephone and other public services to the existing or future residences located at the Lots. This consent includes consent to provide permanent easements for the equipment, and includes permission for the utility provider and their servants and agents to enter upon any Lot for purpose of installing and maintaining the above noted equipment, subject however to the utility provider being obligated not to permit waste thereon and being further obligated to restore the Lot in a reasonable manner to its original condition. This consent further permits the utility provider to cut trees and or tree limbs in the vicinity of any overhead primary distribution as required for purposes of safe transmission of wire, electricity, telephone or other public services. Notwithstanding the foregoing, nothing herein shall require any Owner to remove or relocate any approved and pre-existing building or structure that may otherwise be required to accommodate a service easement.

31. Notwithstanding anything herein contained, the Developer may waive, alter, or modify any of the above covenant's and their application to any Lot or Lots, parcel, or parcels of land comprising part of the Sherbrooke Lake Estates Subdivision without notice to the Owners of any other lots, parcel or parcels of lands comprising part of the Sherbrooke Lake Estates Subdivision so long as the nature and character of the subdivision is not substantially altered, as determined by the Developer, acting reasonably.
32. The covenants and restrictions herein are severable and the invalidity or unenforceability of any covenants or restrictions shall not affect the validity or enforceability of any other covenants or restrictions.
33. Notwithstanding anything herein contained, the Developer may at any time assign all or any part of its rights that arise under the covenants.
34. In the event enforcement of the covenants is required, the party in default is responsible for all claims, damages, costs or expenses resulting therefrom including legal fees on a solicitor-client basis.
35. After all the building lots in the Sherbrooke Lake Estates Subdivision that are owned by the Developer have been sold by the Developer, the Developer may at any time thereafter and at its option, assign its role in relation to the covenants set out herein to a residents association (the "Sherbrooke Lake Residents Association") in which each owner or owners of the building lots within the Sherbrooke Lake Estates Subdivision shall be a member and with such rules and procedures as may be established by the Developer. No Grantee shall refuse to be an active member of the Sherbrooke Lake Estates Residents Association and each Grantee shall sign such membership documents a may be reasonably required to establish the Sherbrooke Lake Residents Association. The lands and each of the other building lots within the Sherbrooke Lake Estates Subdivision shall each have one (1) vote to be exercised by the owner or owners of the lands in question at all meetings and for all purposes. The Grantee and each of the other members of the Sherbrooke Lake Estates Residents Association shall pay to the Sherbrooke Lake Estates Residents Association such fees, dues, levies and assessments as are imposed from time to time by the Sherbrooke Lake Estates Residents Association for the purpose of carrying out its objectives.
36. Upon the Developer assigning its role in relation to the covenants set out herein to the Sherbrooke Lake Estates Residents Association, the Sherbrooke Lake Estates Residents

Association, with the consent of 60% of its members (each building lot shall have one vote regardless of the number of owners of the lot in question), may vary, alter, amend, waive, modify or remove any of the stipulations, covenants and restrictions set out herein in respect to the Property or any other building lots in the Sherbrooke Lake Estates Subdivision to which the benefit and burden of the stipulations, covenants and restrictions is attached, so long as their substantial character is maintained.

37. The Developer or the Sherbrooke Lake Estates Residents Association, as the case may be, is not obligated at any time to take any steps or action to enforce any of these stipulations, covenants and restrictions. In the event that any steps or action to enforce these stipulations, covenants and restrictions is taken, the party in default shall be responsible for all claims, costs or expenses resulting therefrom including legal fees on a solicitor-client basis.
38. If any party requests a certificate of compliance for the purpose of certifying whether or not there has been any default in respect to the stipulations, covenants and restrictions set out in this Appendix, that party shall be responsible for the cost of any qualified engineer or architect practicing within the Province of Nova Scotia who has been retained by the Developer or the Sherbrooke Lake Estates Residents Association, as the case may be, for the purpose of reviewing the approved plans, inspecting the Lot in question to determine if there has been substantial compliance with the approved plans or if there are any defaults under this Appendix and generally doing all acts necessary for the purpose of providing a Certificate of Compliance.
39. (a) Unless otherwise provided herein, all notices, requests, demands, claims, and other communications (hereinafter collectively called the "Notice") hereunder shall be in writing and shall be delivered by certified or registered mail (first class postage pre-paid) or guaranteed overnight delivery to an Owner at the address listed by the applicable land registration office at that Owner's address or by hand.
- (b) Each Notice shall for all purposes of this Appendix be treated as effective or having been given when delivered if delivered by hand, by messenger or by courier, or if sent by registered or certified mail, upon receipt.
- (c) The approval or consent of an Owner shall be deemed to have been granted unless notice to the contrary is provided by that Owner to the party seeking approval or consent within 30 days of the effective date of the delivery of the request for approval or consent.
- (d) If there is more than one Owner of any Lot, then, delivery of any Notice as provided herein on any one of the Owners of that Lot shall be deemed to be delivery on all of the Owners of that Lot.

# 116783755

Aug. 11/20

THIS COLLATERAL MORTGAGE made this 31 day of July, A.D., 2020

BETWEEN:

2167608 ALBERTA CORP., with an address at 4601 49 Street, Red Deer, Alberta, T4N 1T4,

(hereinafter referred to as the "Mortgagor")

OF THE FIRST PART

- and -

3306013 NOVA SCOTIA LIMITED, with an address at 466 Main Street, P.O. Box 360 Mahone Bay, Nova Scotia, B0J 2E0,

(hereinafter referred to as the "Mortgagee")

OF THE SECOND PART

DEFINITIONS

1.01 In this Collateral Mortgage, unless the context otherwise requires:

(a) "Agreements" means all of the contracts, agreements, notices, promissory notes, or other documents which govern or relate to the Obligations Secured including the Note as defined herein and all renewals, extensions, replacements and substitutions of them and "Agreement" means any one of them;

(b) "Mortgagor" means 2167608 Alberta Corp.;

(c) "Mortgagee" means 3306013 Nova Scotia Limited;

(d) "Indebtedness" means all money together with interest thereon as provided in the Note, as hereinafter defined, said Indebtedness now owing by the Mortgagor to the Mortgagee;

(e) "Note" means a certain Promissory Note in the original principal amount of \$16,400.00, a true copy of which is attached hereto as Schedule "C", Mortgage made by the Mortgagor in favour of the Mortgagee;

(f) "Obligations Secured" means all debts and liabilities, present or future, absolute or contingent, matured or not, at any time owing by the Mortgagor to the Mortgagee or remaining unpaid by the Mortgagor to the Mortgagee, either arising from dealings between the Mortgagor and the Mortgagee or from any other dealings and proceedings by which the Mortgagee may be or become in any manner whatever the creditor of the Mortgagor and wherever incurred and

AFFIDAVIT OF EXECUTION

PROVINCE OF ALBERTA

I, Roman Bouz, make oath and say that:

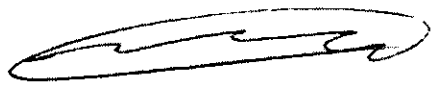
1. I am the President of 2167608 ALBERTA CORP., (the "Company") and as such have a personal knowledge of the matters herein deposed to.
2. I executed the foregoing instrument for and on behalf of the Company.
3. I am authorized to execute the foregoing instrument on behalf of the Company, with or without the seal of the Company, and thereby bind the Company.
4. I acknowledge that the properly authorized signatory of the Company has executed the foregoing instrument on the date of this Affidavit. This acknowledgement is made for the purpose of registering this instrument pursuant to pursuant to s. 31(a) of the *Registry Act* (Nova Scotia) or s.79(1)(a) of the *Land Registration Act* (Nova Scotia), as the case may be.
5. "Matrimonial Home" means a dwelling and real property occupied by a person and that person's spouse as their family residence and in which either or both of them have a property interest other than a leasehold interest.
6. The real property described in the attached Schedule "A" has never been occupied by any shareholder of the Company as a Matrimonial Home while it has been owned by the Company, nor does ownership of a share in the Company entitle the owner or owners thereof to occupy it as a Matrimonial Home.
7. The Company is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada).

"Educator" 48D

SWORN TO at ~~Red Deer~~ in the )  
Province of Alberta, this )  
31 day of July, 2020, )  
before me: )

Helena S. Tymoczko )  
A Notary Public in and for the )  
Province of Alberta )

Name: Helena S. Tymoczko )  
Barrister + Solicitor )  
Notary Seal A Notary In )  
And for the )  
Province of )  
Alberta )



\_\_\_\_\_  
Roman Bouz



**Schedule "A"**

**PID 60706918**

Registration County: LUNENBURG COUNTY  
Street/Place Name: RUSSELLS COVE ROAD /PARKDALE  
Title of Plan: PLAN OF S/D SHOWING LOTS A-1 TO A-10 INCLUSIVE, IN A  
SUBDIVISION OF LOT A, & ALSO SHOWING RIGHT-OF-WAY PARCEL ROW-1, & W  
E-1, LANDS OF  
3306013 NOVA SCOTIA LTD AT 257 RUSSELLS COVE RD, PARKDALE,  
LUNENBURG COUNTY  
Designation of Parcel on Plan: LOT A-7  
Registration Number of Plan: 111436508  
Registration Date of Plan: 2017-09-19 14:30:07

TOGETHER WITH the rights and obligations in respect of the easement and right of way described in the Deed recorded in Book 252 at Page 1094 as Document Number 3603.

TOGETHER WITH the rights and obligations described in the Grant of Easement registered as Document Number 110662708.

TOGETHER WITH the rights and obligations described in the Grant of Easement registered as Document Number 111543584.

SUBJECT TO the rights and obligations described in the Grant of Easement to Nova Scotia Power Incorporated registered as Document Number 111543295.

SUBJECT TO the rights and obligations described in the Grant of Easement registered as Document Number 111543584.

SUBJECT TO restrictive covenants as described in the Deed registered as Document Number 111543121.

**\*\*\* Municipal Government Act, Part IX Compliance \*\*\***

Compliance:

The parcel is created by a subdivision (details below) that has been filed under the Registry Act or registered under the Land Registration Act  
Registration District: LUNENBURG COUNTY  
Registration Year: 2017  
Plan or Document Number: 111436508