

## Welcome to 35 Fireside Drive



Welcome home to 35 Fireside Drive! This immaculate, spacious, light-filled 4-bedroom, 3.5 bath home located in the highly sought-after Colby Village features an expansive south-facing fenced backyard, perfect for children and pets. The main floor consists of a large living room with wood burning fireplace, dining room, kitchen and bonus room which could serve as an office/den or family room, complete with powder room. A convenient side entrance, ideal for active families, leads to a deep closet perfect for storing boots, coats, sporting equipment, etc. Upstairs is a full bath, three sizeable bedrooms, and an ensuite off the primary bedroom. The mostly finished basement features a family room, 4th bedroom, full bathroom, laundry room and workshop/utility room with exterior walkout. In-law suite potential! The single-car garage provides supplementary storage while the large driveway accommodates multiple vehicles. Located moments from excellent schools, churches, Cole Harbour Place, shopping and recreation, this well-maintained home seamlessly blends suburban charm with convenience. Ask your agent for the list of updates.

***BUY WITH CONFIDENCE, SELL WITH SUCCESS!***

Susan Eldridge | REALTOR® | 902-478-1928 | [www.YourHalifaxRealtor.ca](http://www.YourHalifaxRealtor.ca) | [susan@yourhalifaxrealtor.ca](mailto:susan@yourhalifaxrealtor.ca)





Wonderful curb appeal!



Long paved driveway



Beautiful yard



Fully fenced for kids and pets!



Large deck



Front entry foyer



Large bright living room



Wood burning fireplace





Formal dining room



Spacious kitchen



Lots of counter space



Patio door and breakfast nook



Side door and half bath



Den / Family room / Office



Bedroom



Second bedroom





Primary bedroom



Ensuite bathroom



Basement foyer



Rec room or craft room



Full bathroom in basement



Basement bedroom with big windows



Laundry room

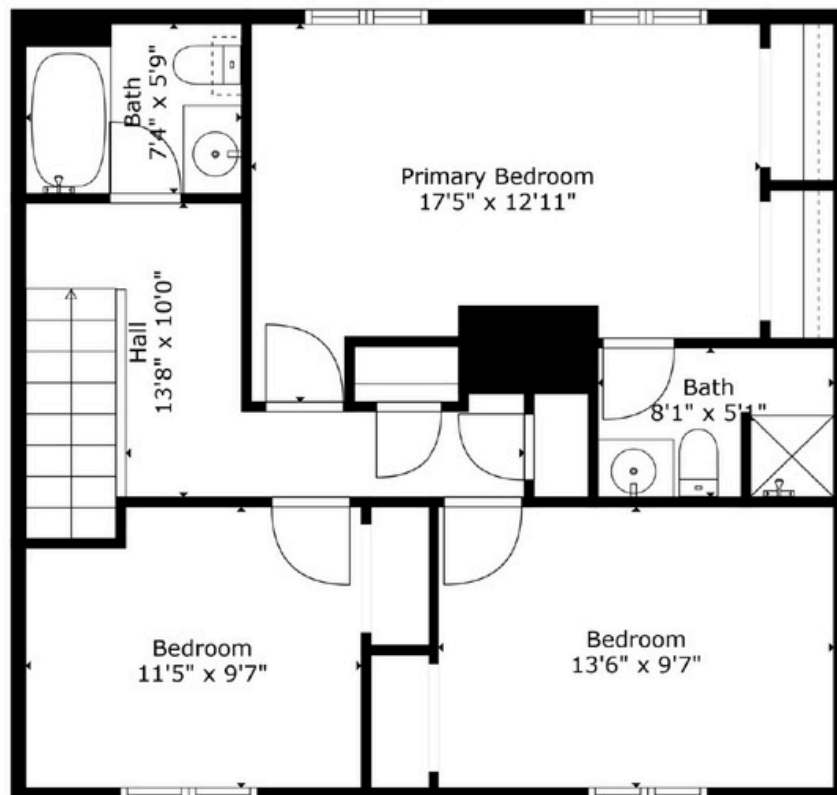


Utility or work room with walk-out



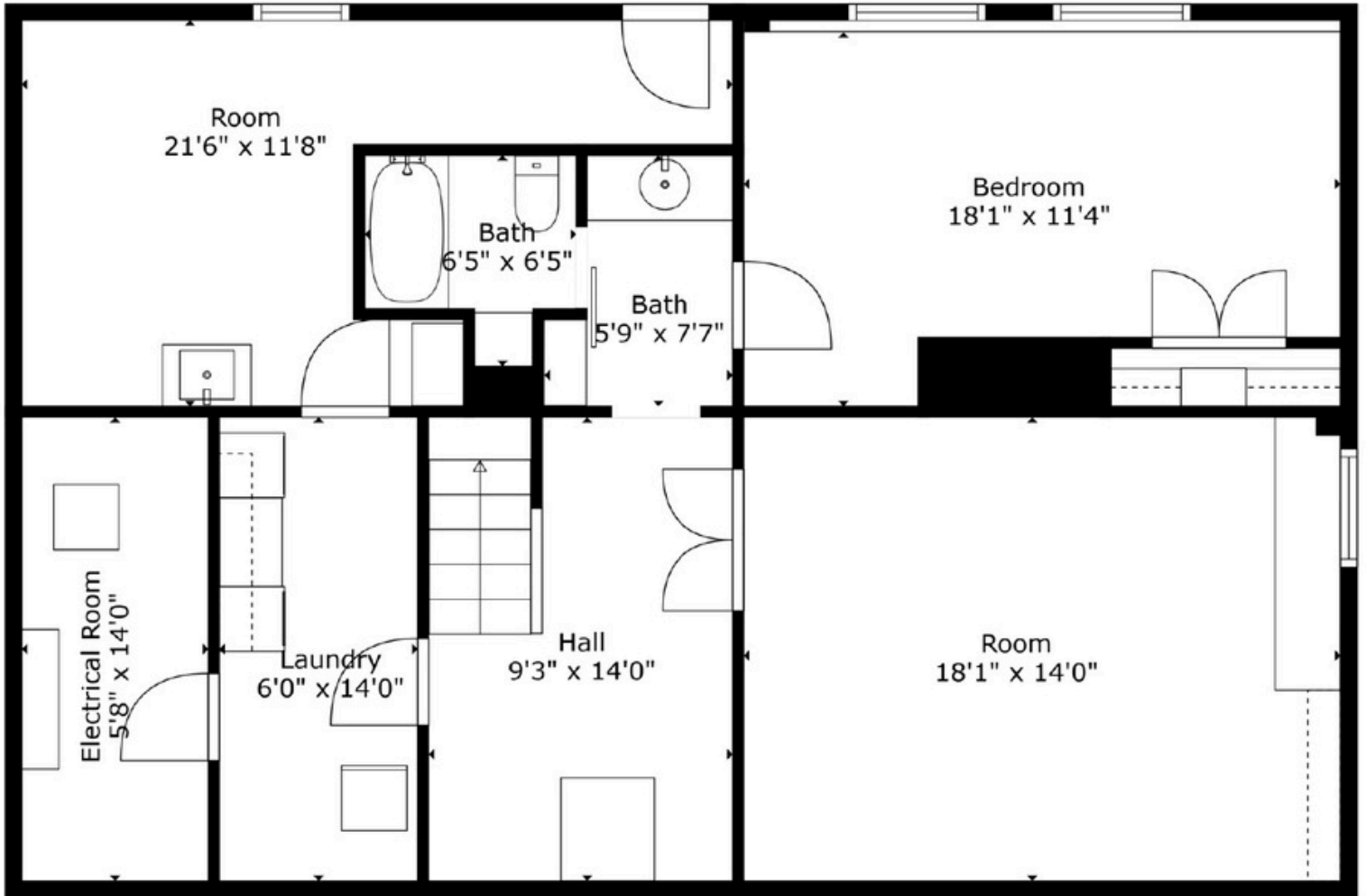


Main floor



Second floor





Basement



# Home Improvements

*At 35 Fireside Drive*

## 2018



- Completed construction of garage

## 2019



- New bathroom in basement
- New steps and landings to the backyard
- Kitchen upgraded

## 2020



- Reshingled the roof (summer)
- Siding repairs and paint
- Added insulation to attic

## 2021



- Added heat pump (October)
- Electrical upgrade for heat pump
- New front lawn & landscaping

## 2022



- Driveway paved and extended to garage

## 2023



- New steps for front veranda
- Front windows painted

## 2024



- New window in primary bedroom
- New window in living room

## 2025



- New sub floor, insulation, laminate, doors, moldings, etc: rec room & basement foyer
- 2<sup>nd</sup> floor: new paint, moldings, laminate in primary, bathroom floors, toilet, doors, etc.

## Various years



- Backyard extended & retaining wall built
- Fully fenced backyard



# EQUIPMENT SCHEDULE

This Schedule is attached to and forms part of the Seller Brokerage Agreement/Seller Designated Brokerage Agreement and the Agreement of Purchase and Sale.  
Approved by the Nova Scotia Real Estate Commission (NSREC) for use by licensees under the Nova Scotia Real Estate Trading Act.  
NSREC is the regulatory body for real estate in Nova Scotia.

This Schedule for the Property known as: 35 Fireside Drive Cole Harbour NS B2V 1Y7 PID(s)/Serial #: 40069965  
identifies the financed/leased/rented equipment located on the Property. The Seller is to provide this Schedule and copies of all financed/leased/rented equipment contracts to their Brokerage.

Seller to complete ALL applicable sections in the table below:

Equipment	Financing/Leasing/Rental Company	Term	Expiry Date	Amount (inc. HST)/ Payment Frequency
Furnace/Boiler				
Heat Pump	<i>Ret to own, N.S. Power</i>	<i>5 yrs.</i>	<i>Oct. 2021</i>	<i>\$57/mthly</i>
Hot Water Tank				
Propane Tank				
Security System				
Area/Yard Light				
Ductless heat pump(s)				

Comments:

## 1. Assumption, Payouts or Removal

- 1.1. The Seller authorizes their Brokerage to provide this Schedule to prospective buyer(s). The Seller further agrees to immediately disclose, in writing, any changes to the above information.
- 1.2. The disposition of any financed/leased/rented equipment shall be as follows:
- a) ☐ Buyer to assume: \_\_\_\_\_
- b) ☒ Seller to pay out: \_\_\_\_\_ Seller shall pay out the remaining amount owing on or before the closing date
- c) ☐ Seller to remove: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_ SELLER'S INITIALS: *LM* *ATM*

**NOTICE:** The information contained in this Schedule has been provided by the Seller of the Property and is believed to be accurate. However, the Brokerage, its licensees and the NSREC assumes no responsibility or liability for its accuracy.

## 2. Buyer Acknowledgement and Disposition

- 2.1. The Buyer agrees that the disposition of the equipment as indicated in clause 1.2 is either:

- a) ☐ acceptable;  
OR  
b) ☐ to be as follows (if an accepted Agreement is in place, any changes to this Equipment Schedule shall be made by Amendment):

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

BUYER'S INITIALS: \_\_\_\_/\_\_\_\_ SELLER'S INITIALS: \_\_\_\_/\_\_\_\_



# PROPERTY DISCLOSURE STATEMENT (PDS)

NSREC APPROVED  
10/03/2018 (2)  
FORM 211  
PAGE 1 OF 3

This Statement is attached to and forms part of the Seller Brokerage Agreement/Seller Designated Brokerage Agreement.  
Approved by the Nova Scotia Real Estate Commission (NSREC) for use by licensees under the *Nova Scotia Real Estate Trading Act*.  
The NSREC is the regulatory body for real estate in Nova Scotia.

This Property Disclosure Statement (PDS) is optional and is to be completed by the Seller to the best of their knowledge. If additional space is required for responses, attach a schedule. This PDS must be updated should any property conditions change prior to closing. The Seller is responsible for the accuracy of the information on this PDS.

Property Address: 35 Fireside Drive Cole Harbour NS B2V 1Y7 PID(s)/ Serial #: 40069965

Seller: \_\_\_\_\_

I/We have owned the Property since: June 29, 2011

## 1. Structural

1.1. Are you aware of any structural problems, unrepaired damage, dampness or leakage? ☐ Yes ☒ No

If yes, provide details: \_\_\_\_\_

1.2. Are you aware of any repairs to correct structural damage, leakage or dampness problems? ☐ Yes ☒ No

If yes, provide details: \_\_\_\_\_

1.3. Is there a new home warranty? ☐ Yes ☒ No

Expiry date: The \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

1.4. Is there insulation in the exterior walls?

☒ Yes ☐ No ☐ Do not know ☐ Does not apply

Type: \_\_\_\_\_

1.5. Is there insulation in the attic/roof?

☒ Yes ☐ No ☐ Do not know ☐ Does not apply

Type: \_\_\_\_\_

## 2. Heating and Cooling Sources

2.1. What is the primary heat source?

Hot water base board

Unit age, if known: 2008

Alternative heat source(s): Heat pump

Unit age(s), if known: 2022

2.2. If there is an oil tank, what date is stamped on the plate/sticker?

The \_\_\_\_\_ day of \_\_\_\_\_, 2008

What is the type of oil tank? ☒ Steel ☐ Fiberglass

What is the tank size? 910 litres

Where is the oil tank located? ☒ Indoor ☐ Outdoor

2.3. Are you aware of any fuel leaks that have affected the Property?

☒ Yes ☐ No

Was it remediated? ☒ Yes ☐ No

If yes, provide details: Prior to purchase of house 2011 - Remediation Document 2009

2.4. Are you aware of any problems and/or malfunctions with the heating/cooling sources? ☐ Yes ☒ No

If yes, provide details: \_\_\_\_\_

2.5. Was the wood stove/fireplace insert(s) properly installed by certified personnel?

☒ Yes ☐ No ☐ Do not know ☒ Does not apply

2.6. Are you aware of any problems or malfunctions with the chimney?

☐ Yes ☒ No

If yes, provide details: \_\_\_\_\_

Is there a liner in the chimney? ☒ Yes ☐ No ☐ Do not know

If yes, what is the type of liner? Clay

When was the chimney last cleaned? \_\_\_\_\_

2.7. Are you aware of any repairs or upgrades having been carried out to the heating/cooling sources? ☐ Yes ☒ No

If yes, provide details: \_\_\_\_\_

## 3. Mechanical

3.1. Are you aware of any problems or malfunctions with motors, pumps, purifiers, air exchangers, built-in appliances or other items not listed? ☐ Yes ☒ No

If yes, provide details: \_\_\_\_\_

3.2. Is there any financed/leased/rented equipment? ☒ Yes ☒ No ATM

If yes, complete the Equipment Schedule (Form 210).

## 4. Electrical System

4.1. Are you aware of any problems and/or malfunctions with the electrical system?

☒ Yes ☐ No ☐ Does not apply

If yes, provide details: Bathroom GFI see clause 12  
Furnace on a shared circuit.

4.2. Are you aware of any repairs or upgrades carried out to the electrical system?

☒ Yes ☐ No ☐ Does not apply

If yes, provide details: see clause 12

## 5. Plumbing System

5.1. Are you aware of any problems and/or malfunctions with the plumbing system?

☐ Yes ☒ No ☐ Does not apply

If yes, provide details: \_\_\_\_\_



PROPERTY DISCLOSURE STATEMENT (PDS)

PROPERTY: 35 Fireside Drive

NSREC FORM 211 | 10/03/2018 (2) | PAGE 2 OF 3  
Cole Harbour NS B2V 1Y7

5.2. Are you aware of any repairs or upgrades to the plumbing system?

☒ Yes ☒ No ☐ Does not apply

If yes, provide details: \_\_\_\_\_

6. Water Supply

6.1. What is the source of the water supply?

☒ Municipal ☐ Drilled Well ☐ Dug Well ☐ Shared  
☐ Other: \_\_\_\_\_

6.2. Are you aware of any problems with water quality, quantity, taste, odour, colour or water pressure? ☐ Yes ☒ No

If yes, provide details: \_\_\_\_\_

6.3. Is there a water conditioner or treatment system attached to the water supply?

☐ Yes ☒ No ☐ Does not apply

If yes, provide details on what the system treats: \_\_\_\_\_

Does the treatment system treat all household water? ☐ Yes ☐ No

If no, which tap(s): \_\_\_\_\_

6.4. Is a well certificate available?

☐ Yes ☐ No ☐ Do not know ☒ Does not apply

If yes, will documentation be provided to the Buyer? ☐ Yes ☐ No

If no, provide details: \_\_\_\_\_

6.5. Is the well physically located on the Property?

☐ Yes ☐ No ☐ Do not know ☒ Does not apply

If no, where is the well located? \_\_\_\_\_

6.6. Is there deeded access to the well? ☐ Yes ☒ No

7. Sewage Disposal

7.1. What is the type of sewage disposal?

☒ Municipal ☐ Septic system ☐ Holding tank  
☐ Other: \_\_\_\_\_

7.2. If applicable, what date was the system last pumped and by whom?

7.3. If not municipal, where is the sewage disposal located?

7.4. Are you aware of any problems and/or malfunctions with the sewage disposal system? ☐ Yes ☐ No ☐ Does not apply

If yes, provide details: \_\_\_\_\_

7.5. Is there a septic certificate available? ☐ Yes ☐ No

If yes, will a copy be provided to the Buyer? ☐ Yes ☐ No

If no, provide details: \_\_\_\_\_

7.6. Are you aware of any repairs or upgrades to the sewage disposal system?

☐ Yes ☒ No ☐ Does not apply

If yes, provide details: \_\_\_\_\_

Will supporting documentation of the repairs or upgrades be provided to the Buyer?

☐ Yes ☐ No ☒ Does not apply

If no, provide details: \_\_\_\_\_

8. Environmental

8.1. Have you ever tested the Property for radon gas? ☐ Yes ☒ No

If yes, provide details: \_\_\_\_\_

8.2. Are you aware of any underground oil tanks on the Property?

☐ Yes ☒ No

If yes, provide details: \_\_\_\_\_

8.3. Are you aware of any environmental problems or soil contamination of any kind having occurred on the Property, such as toxic waste, gasoline, fuel tanks, mould, asbestos, the existence of any mining operations, or abandoned wells?

☐ Yes ☒ No

If yes, provide details: \_\_\_\_\_

8.4. If the Property was contaminated, can you provide an Environmental Report and Certificate of Compliance to the Buyer? ☒ Yes ☐ No

8.5. Are you aware of any gas stations, refuse disposal sites, toxic substance storage sites, salvage yards or other pollutant source that abutted or was in close proximity to the Property? ☐ Yes ☒ No

If yes, provide details: \_\_\_\_\_

9. Zoning and Permits

9.1. Does the Property conform with municipal bylaws and regulations?

☒ Yes ☐ No ☐ Do not know

9.2. Does the Property conform with the existing zoning?

☒ Yes ☐ No ☐ Do not know

If no, provide details: \_\_\_\_\_

9.3. Have you, as the current owner, obtained the necessary permit(s) for improvements on the Property?

☒ Yes ☐ No ☐ Do not know ☐ Does not apply

If no, provide details: \_\_\_\_\_

PROPERTY DISCLOSURE STATEMENT (PDS)  
PROPERTY: 35 Fireside Drive

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## 10. Condominiums (if Applicable)

10.1. Are you aware of any repairs or potential repairs being investigated or carried out by the Condominium Corporation or on behalf of the Condominium Corporation in relation to the common elements or any unit in the Condominium Corporation? ☐ Yes ☐ No

If yes, provide details: \_\_\_\_\_

10.2. Are you aware of any special assessments being made, to be made, or being discussed by the Condominium Corporation? ☐ Yes ☐ No

If yes, provide details: \_\_\_\_\_

## 11. General

11.1. Are you aware of any damage or hazards due to wind, fire, water/flooding, erosion, wood rot, pests, rodents or insects? ☒ Yes ☐ No

If yes, provide details: *Hurricane Sept 2017 Damage  
Electrical and Portion of Roof, Insurance Repair*

11.2. Is the Property located on or near a floodplain or designated flood zone?

☐ Yes ☒ No ☐ Do not know

11.3. Is the Property located in a watershed district?

☐ Yes ☒ No ☐ Do not know

If yes, provide details: \_\_\_\_\_

11.4. Have you filed an insurance claim for property damage in the last five (5) years?

☐ Yes ☒ No

If yes, provide details: \_\_\_\_\_

11.5. Has the Property received heritage property designation?

☐ Yes ☒ No ☐ Do not know

If yes, will written supporting documentation be provided to the Buyer?

☐ Yes ☐ No

11.6. Are you aware of any limitations with the Property including, but not limited to: restrictive or protective covenants, easements, rights of ways, shared wells, driveway agreements, or encroachments on or by adjoining properties?

☐ Yes ☒ No

If yes, provide details: \_\_\_\_\_

If yes, will supporting documentation be provided to the Buyer?

☐ Yes ☐ No

11.7. Are you aware of any public projects or real estate developments planned in close proximity to the Property, such as road widening, new highways, or expropriations? ☐ Yes ☒ No

If yes, provide details: \_\_\_\_\_

11.8. Is there any ongoing financial maintenance or other obligations related to the Property that the buyer will be responsible for? ☐ Yes ☒ No

If yes, provide details: \_\_\_\_\_

11.9. Are there warranties? ☐ Yes ☒ No

If yes, are the warranties transferable and will documentation be provided?

☐ Yes ☐ No

## 12. Additional Conditions

*- Bathroom plug circuit wired to outside GFI.  
Issue was brought to our attention during 2011  
purchase inspection. Never has been an issue.  
- Furnace circuit is shored. Never an issue.  
New entrance installed for Heat pump in 2022.  
No issues addressed by electrician for furnace.*

## 13. Seller's Signature

The information contained in this PDS has been provided to the best of the Seller's knowledge. The Seller confirms receipt of a true copy of the PDS and agrees that it may be given to prospective Buyers. The Seller further agrees to provide prospective Buyers with a further disclosure of any changes in the condition of the Property that have occurred since the completion of this PDS.

Signed and delivered in the presence of:

In Witness whereof I have hereunto set my hand:

## 14. Buyer's Signature

**NOTE:** The information contained in this Property Disclosure Statement has been provided by the Seller of the Property and is believed to be accurate. However, the Brokerage, its licensees, and the NSREC assumes no responsibility or liability for its accuracy. The Buyer is urged to carefully examine the Property and have it inspected by an independent party or parties to verify the above information.

The Buyer acknowledges having read and received a copy of this PDS.

Signed and delivered in the presence of:

In Witness whereof I have hereunto set my hand:

Witness

Buyer

Date

Witness

Buyer

Date



Property Tax Bill  
Final 2024/25

Contact Us  
Website: [Halifax.ca/taxes](http://Halifax.ca/taxes)  
Phone: 311  
Email: [contactus@311.halifax.ca](mailto:contactus@311.halifax.ca)

Assessment Account Number (AAN): 05228123  
Property Legal Description: 35 FIRESIDE DR LOT 983 COLE HARBOUR DWELLING GARAGE  
Customer Number: 1000120103  
Assessed Owner(s):

Residential Tax	Value	Rate	Amount	Your Summary	
Urban General Rate	324,300	0.659	2,137.14	Total Taxes 2024/25	\$3,599.70
Supplementary Education	324,300	0.017	55.12	Interim Previously Billed	\$-1,808.00
Fire Protection	324,300	0.014	45.40	Final Taxes 2024/25	\$1,791.70
Local Transit	324,300	0.092	298.36	Balance Due	\$1,791.70
Climate Action	324,300	0.019	61.62		
Right-of-Way Charge	324,300	0.009	29.18		
Provincial Rate	324,300	0.300	972.88		
Total Residential Tax			\$3,599.70		
Total 2024/25 Taxes			\$3,599.70		

This bill has been forwarded to CIBC / SIMPLII / FIRSTLINE for payment. If this institution is no longer responsible for your taxes, please make arrangements to pay this bill.

Please keep this bill for your records. Per By-law F-303, bill reprints will incur a charge of \$15 per request.

PLEASE DETACH AND RETURN WITH REMITTANCE      REMITTANCE PORTION - PAYABLE AT MOST FINANCIAL INSTITUTIONS

Bill Date	Due Date	Account #	PIN #	Amount Due	Amount Paid
Aug 31, 2024	Oct 31, 2024	41052281239	601000066611	1,791.70	



HALIFAX REGIONAL MUNICIPALITY  
Please print change of mailing address below:

35 FIRESIDE DR  
DARTMOUTH NS B2V 1Y7

**From : 2023.05.01**  
**Previous Balance : 0.00**

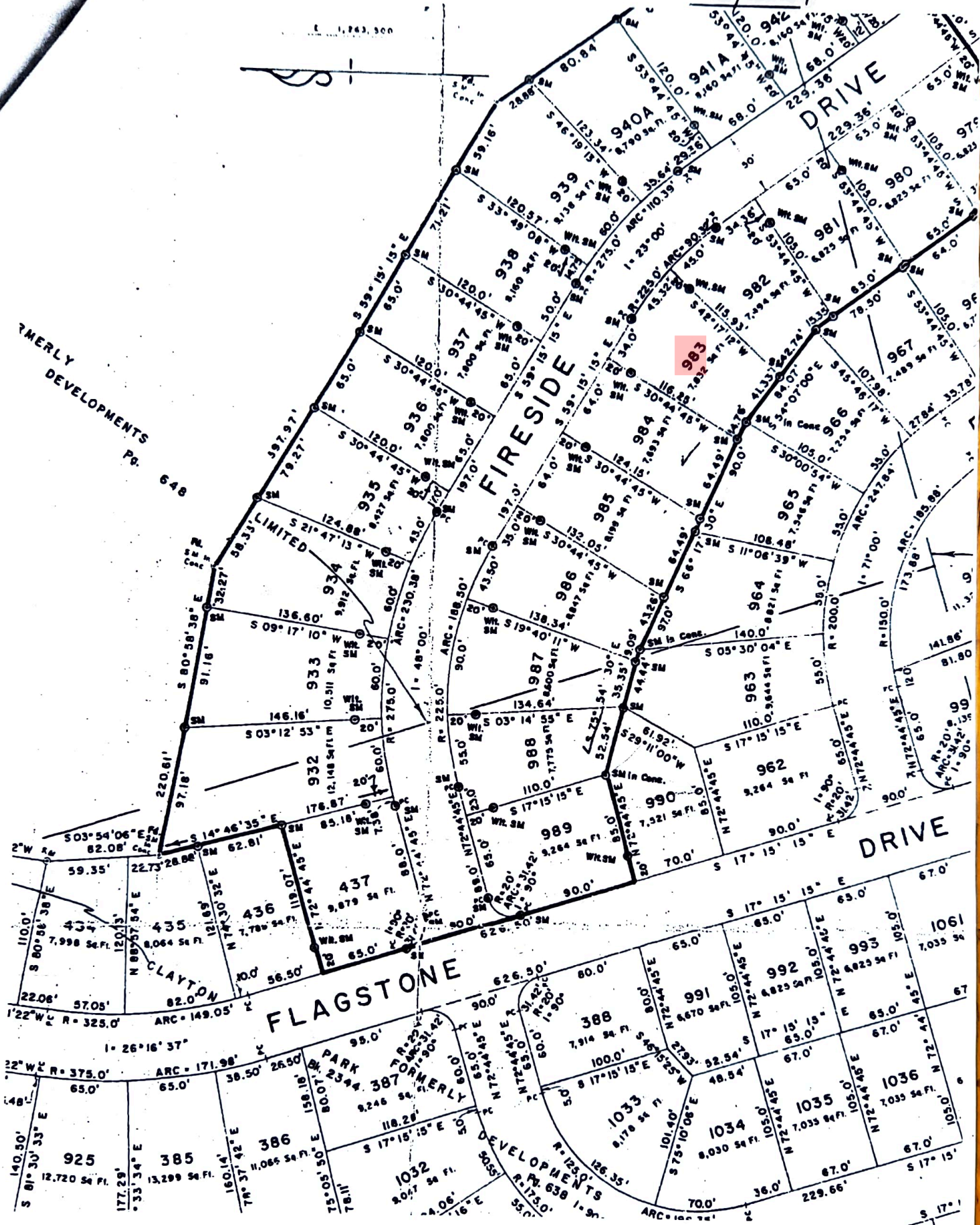
atch	Batch #	Document	Date	Type	Description	Shipto ID	Product	Volume	Price	Amount	Taxes
86	5659028	28570	2023.05.10	P	Payment - Thank you			0.00	0.0000	(402.78)	0.00
86	5657473	28570	2023.05.10	L	FURNACE OIL	000	02	400.00	0.9590	402.78	19.18
92	5928709	29897	2023.11.09	P	Payment - Thank you			0.00	0.0000	(1,141.67)	0.00
17	5926326	29897	2023.11.09	L	FURNACE OIL	000	02	777.20	1.3990	1,141.67	54.37
32	6087657	30982	2024.01.29	P	Payment - Thank you			0.00	0.0000	(734.48)	0.00
31	6079024	30982	2024.01.29	L	FURNACE OIL	000	02	500.00	1.3990	734.48	34.98
25	6186887	31652	2024.03.25	L	FURNACE OIL	000	02	400.00	1.3390	562.38	26.78
52	6190150	31652	2024.03.25	P	Payment - Thank you			0.00	0.0000	(562.38)	0.00
96	6483042	9648	2024.09.06	P	Payment - Thank you			0.00	0.0000	(774.24)	0.00
28	6476210	9648	2024.09.09	L	FURNACE OIL	000	02	664.90	1.1090	774.24	36.87
09	6705340	56233	2025.01.09	P	Payment - Thank you			0.00	0.0000	(890.51)	0.00
43	6703474	56233	2025.01.09	L	FURNACE OIL	000	02	663.10	1.2790	890.51	42.41
03	6816668	33839	2025.03.03	P	Payment - Thank you			0.00	0.0000	(985.46)	0.00
34	6799550	33839	2025.03.03	L	FURNACE OIL	000	02	690.60	1.3590	985.46	46.93

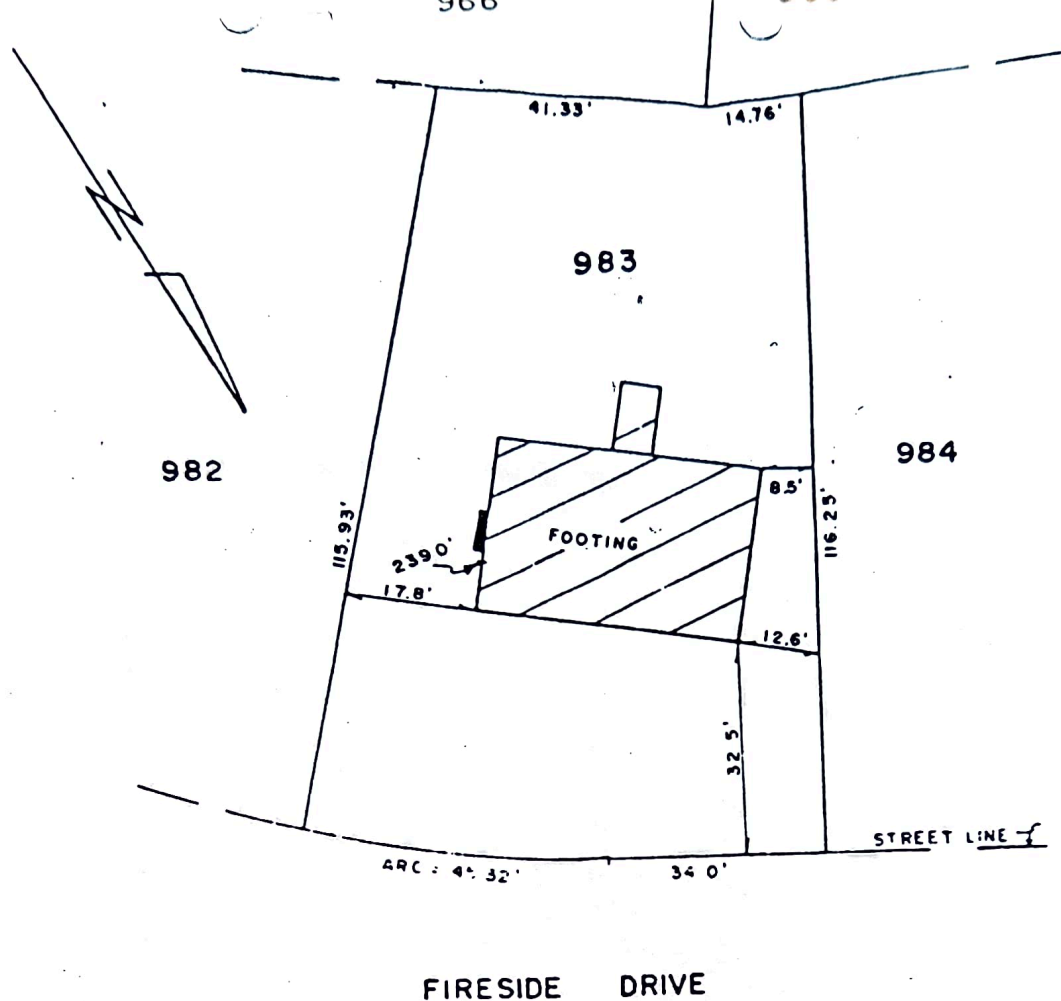


223/18334

1,743,300

FORMERLY  
DEVELOPMENTS  
Pg. 648





## CERTIFICATE

I CERTIFY THAT I HAVE SURVEYED THE ABOVE NAMED LOT AND HAVE FOUND IT TO HAVE A DEPTH AND FRONTAGE AS SHOWN. I FURTHER CERTIFY THAT THIS PLAN ACCURATELY SHOWS THE MANNER IN WHICH THE FOOTING SHOWN HAS BEEN LOCATED BY ME WITH RESPECT TO THE TRUE BOUNDARY LINES OF THE LOT

DATED THIS 28 DAY OF APRIL AD 1981

Allen M. Hunter NSLS  
HUNTER SURVEYING LTD  
NOVA SCOTIA LAND SURVEYORS

## PLOT PLAN

LOT No. 983

COLBY VILLAGE

SUBDIVISION

COLT HARBOUR HALIFAX  
COUNTY, NOVA SCOTIA

SCALE 1 INCH = 30 FEET



Subject to the following stipulations, restrictions and provisions:

1. No building shall be erected on the lands other than a detached private dwelling house, and
  - (a) construction of which shall not be commenced before the Grantee has obtained written approval from the Grantor of the plans therefore, (including but not limited to (i) the site plan, (ii) preliminary building plans, and (iii) final working drawings); which approval shall not be unreasonably withheld;
  - (b) having at least fifty per cent of the exterior thereof constructed of brick or masonry, unless a smaller percentage is agreed to in writing by the Grantor.
2. No external alterations or changes to the structure or appearance (including colours), of or in respect to any dwelling, garage or other structure erected by the Grantee may be made, done or permitted except with the written approval of the Grantor.
3. No signs, billboards, notices or other advertising matter of any kind (except signs of the size and type ordinarily employed by real estate brokers in the area offering the said lands or building thereon for sale or rent) shall be placed on any part of the said lands or upon or in any buildings or on any fence, tree or other structure on the said lands without the written consent of the Grantor.
4. No building, wall, fence (including hedges), gate, post or other structure shall be commenced, constructed or maintained on the said lands, nor shall any addition to, or alteration thereof be made until the plans, specifications and siting plan showing the nature, location, colour, materials, and height of any such structure and any additions or alterations hereto shall have been submitted to and approved in writing by the Grantor who may in its discretion refuse to approve of any such plans, specifications or siting plan, which, in its opinion are unsuitable or undesirable. In approving such plans, specifications and siting plan, the Grantor may take into consideration, the material and colour of all roofs, exterior walls, woodwork, windows, hardware and lighting fixtures, fencing, paving and landscape details proposed and the harmony thereof with the surroundings and the effect of the structures as planned on the outlook from adjacent or neighbouring properties.
5. No living tree of more than two inches in diameter shall be cut down, destroyed or removed at any time, and if nevertheless any such tree be cut down, destroyed or removed the same shall be forthwith replaced at the expense of the Grantee.
6. No part of the lands hereby conveyed shall be used for the purpose of any profession, trade, employments, service, manufacture, storage or business of any description, nor as a school, hospital or other charitable institution nor as a hotel, rooming house or place of public resort nor for any sport (other than such games as are usually played in connection with the occupation of a private residence), nor for any other purpose than a private residence for the use of one family only; nor shall anything be done or permitted upon any of the said lands or buildings erected or to be erected thereon which shall be a nuisance to the occupants or other occupants of any neighbouring lands or buildings.

# CENTURY 21<sup>®</sup>

Trident Realty Ltd.

The Sellers of this home bought in 2011. The Seller of the home at that time explained that in December of 2008, there had been an oil spill in the basement. The insurance company was brought in and they ensured that everything was cleaned up properly, an environmental assessment was conducted, and the oil tank was replaced. The following documents show that there was no concern after this clean-up was completed.

The EcoGard double-bottom oil tank came with a 25-year warranty which is also attached in the following pages.

***BUY WITH CONFIDENCE, SELL WITH SUCCESS!***

Susan Eldridge | REALTOR<sup>®</sup> | 902-478-1928 | [www.YourHalifaxRealtor.ca](http://www.YourHalifaxRealtor.ca) | [susan@yourhalifaxrealtor.ca](mailto:susan@yourhalifaxrealtor.ca)



# CBL Environmental Ltd.

P.O. Box 2129 , Dartmouth  
Nova Scotia, Canada  
B2W 3Y2

**Phone:** (902) 434-3660  
**Fax:** (902) 462-0318

April 1, 2009

**Carol Smith**  
35 Fireside Drive  
Dartmouth, Nova Scotia  
B2V 1Y7

**Subject: Closure Documents- Record of Site Conditions for 35 Fireside Drive, Dartmouth**

Dear Ms. Smith:

On behalf of our client AssistPlus Insurance, we confirm that the fuel oil impacts related to the December 2008 Oil spill incident were remediated to acceptable standards and conditions as prescribed in the Nova Scotia Department of the Environment "Domestic Fuel Oil Spill Policy" (DFOSP) of December 2005.

Consequently, no further remedial or monitoring work is required.

Therefore, we enclose the following documents for your records:

- 1- A copy of the Final Closure Report dated March 31, 2009.
- 2- Record of Site Conditions (RSC) document for the property.
- 3- A copy of the information subject to Freedom of Information and Protection Of Privacy Act under the DFOSP attached to the RSC.
- 4- A copy of a letter to NSE that accompanied the Final Closure Report.

You may receive a future letter from NSE confirming the acceptance and filing of the submitted RSC. You are advised to keep all these documents in a safe place for future references and to disclose them in any future property transactions.



Albert W. Njeim, M. Eng., P. Eng., CCEP  
CBL Environmental Limited

cc. NSE, Bedford  
Steven Leedham, AssistPlus Insurance

# CBL Environmental Ltd.

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P.O. Box 2129 , Dartmouth  
Nova Scotia, Canada  
B2W 3Y2

**Phone:** (902) 434-3660

**Fax:** (902) 462-0318

## **Information Subject to Freedom of Information & Protection of Privacy Act:**

**Date:** March 31, 2009

### **Property Owners:**

Carol Smith  
35 Fireside Drive,  
Dartmouth, Nova Scotia  
B2X 1J6

### **Person Responsible ( if different from above )**

Same As Above.

### **Site Professional**

Albert W. Njeim, M. Eng., P. Eng., CCEP

CBL Environmental Limited  
P.O. Box 2129  
Dartmouth, NS,  
B2W 3Y2

Tel: 902-434-3660 ( office )  
902-497-1472 (cell)  
Fax: 902-462-0318



# CBL Environmental Ltd.

P.O. Box 2129 , Dartmouth  
Nova Scotia, Canada  
B2W 3Y2

**Phone:** (902) 434-3660  
**Fax:** (902) 462-0318

## ***Record of Site Conditions for Domestic Fuel Oil Spill***

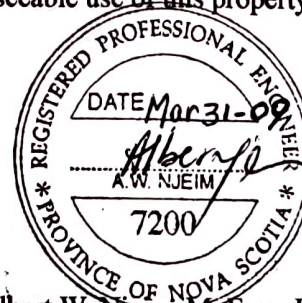
*Note: For the purpose of this document only, site is defined as the area of the property affected by the December 2008 domestic fuel oil spill. Site is not the full property.*

**Affected Property Civic Address:** 35 Fireside Drive, Dartmouth, NS., B2V 1Y7  
**Property Identification Number:** 40069965

**Property Owner(s):** Carol Smith ( As above)  
**Source Property Owners:** (Same as above)- No third party involved.

**Site Professional:** CBL Environmental Limited  
**Contact Name:** Albert W. Njeim, M. Eng., P. Eng. , CCEP

1. No Notification Report was submitted to NSE. NSE was verbally notified of the incident in Dec. 2008.
2. A Remediation& Closure Report dated March 31, 2009 was submitted to NSE.
3. Site assessment, remediation and management upon which this record relies have been overseen by the undersigned Site Professional.
4. All reports related to this domestic fuel oil spill including correspondences with NSDEL Representatives, if any, have been provided to the person responsible and/or the owners of the property identified in this record. The property owners have been advised to retain these documents for permanent records and disclose such information in future property transactions.
5. The site assessment, remediation and management have been performed in accordance with the "Domestic Fuel Oil Spill Policy" ( DFOSP ) of December 2005.
  - a) Remediation of the domestic fuel oil spill of November 2007 has been performed and the remedial criteria defined in the DFOSP of December 2005 have been met i.e. soil TPH < 140 mg/kg.
  - b) No groundwater issues were suspected or investigated on the site as either "non-detect " levels or compliant levels of impacts in soil were reached at very shallow depth precluding any potential impacts reaching the groundwater.
6. All limitations associated with the use of this property -if any-, have been fully disclosed. In this case, there are no restrictions associated with the current or foreseeable use of this property as a Residential Non-Potable site.



Albert W. Njeim, M. Eng., P. Eng. CCEP.  
CBL Environmental Limited.



GRANBY INDUSTRIES L.P.

**EcoGard  
Double-Bottom tank**

**25-YEAR LIMITED WARRANTY CERTIFICATE**

**SAVE THIS CERTIFICATE.** It gives you specific legal rights, and you may also have other rights that may vary from state to state and province to province. This Limited Warranty is issued by Granby Industries L.p. Fill in the installation date, model and serial numbers of the tank in the space provided below and retain this Limited Warranty for your files.

**GENERAL TERMS**

**SUMMARY:** Subject to the conditions and limitations stated here in, the double-bottom EcoGard oil storage tank equipped with integrated leak detection system are warranted against perforation resulting from defects material and workmanship for twenty five (25) years following date of installation and are warranted against perforation of primary tank resulting from in material and workmanship for twenty five (25) years following date of installation.

This Limited Warranty applies to the original purchaser and subsequent transferees, but only while the tank remains at the site of the original installation and only if the tank is installed inside the continental United States, Alaska or Canada. The Limited Warranty applies only if the tank is installed by an installer whose competency is recognized by local authorities having jurisdiction, installed and operated in accordance with instructions available on the web at [www.granbytank.com](http://www.granbytank.com), and in compliance with all applicable installation and building codes and good trade practices. The Limited Warranty applies only if the tank is used to store heating oil and no other substances are introduced into the tank. As used in this Limited Warranty, "installation" means the original installation of the tank.

During the first twenty five (25) years after installation, we will provide a replacement tank of similar size and configuration if your EcoGard tank becomes perforated as a result of defects in materials or workmanship. During the full twenty five (25) years after the installation we will provide a replacement tank of similar size and configuration if the primary tank becomes perforated as a result of internal corrosion and compensate the purchaser of the double-bottom EcoGard tank for property damages incurred by the purchaser directly caused by leakage from a defective EcoGard primary tank up to a maximum of two million dollars (\$ 2 Million). All replacement tanks will be warranted for the remaining portion of the warranty period on the original tank. The dealer or qualified service technician must return the defective tank to a distributor that sells Granby Industries L.p. oil storage tanks, and exchange it for a replacement tank.

In lieu of providing a replacement tank, we may, at our sole option, refund to you an amount equal to the distributor's purchase price from us, or provide to you a credit equal to that amount to be applied toward the purchase of any new tank that we manufacture.

Any labor, material, freight and/or handling charges associated with any repair or replacement pursuant to this Limited Warranty must be accompanied by the supporting documents, be approved by Granby Industries L.p. and limited to one thousand (\$1,000).

In establishing the date of installation for any purpose, including determination of the starting date for the term of this Limited Warranty, proof of the original installation date must be presented (you must retain the original records that can establish the installation date of your tank), otherwise the effective date will be based upon the date of tank manufacture, plus thirty (30) days.

**This Limited Warranty excludes, and, you the user, will pay for damages, losses, costs or expenses (hereafter "damages"):** (a) caused by accident, abuse, negligence, misuse, riot, fire, flood, or Acts of God (b) caused by operating the tank where corrosive elements have been introduced and allowed to reside inside the tank other than those found in a normal residential environment (c) caused by an unauthorized alteration or repair of the tank affecting its stability or performance (d) caused by improper matching or application of the tank or the tank's components (e) caused by failing to provide proper maintenance to the tank (f) incurred for erecting, disconnecting, or dismantling the tank (g) parts or supplies used in connection with service or maintenance (h) incurred resulting from faulty and/or negligent installation, maintenance or application (i) arising as a result of spills from overfills and (j) where the alleged failure is not reported immediately to Granby Industries after discovery of same and/or the owner does not mitigate its damages.

In no event shall we be liable for any incidental, consequential, or special damages or expenses in connection with any use or failure of this tank other than conditions included in this EcoGard Limited Warranty Certificate. We make no other condition or warranty, express or implied, and specifically disclaim all statutory implied warranties or conditions, including merchantability and fitness for a purpose, to the greatest extent allowed by law. Some states and provinces do not allow the exclusion or limitation of incidental or consequential damages or do not allow limitations on how long an implied warranty or condition lasts, so the above limitations or exclusions may not apply to you. The provisions of this Limited Warranty are in addition to and not a modification of or subtraction from any statutory warranties and other rights and remedies provided by law.

MODEL NB. 144001  
SERIAL NB. D-079299  
DATE INSTALLED December 2008

**THIS LIMITED WARRANTY CERTIFICATE IS EFFECTIVE ON TANKS INSTALLED AFTER JANUARY 1<sup>ST</sup>, 2011.**

Granby Industries,  
1020 Andre-Line Street, Granby (Quebec) Canada J2J 1J9  
T 450 378.2334  
Visit our web site at: [www.granbytank.com](http://www.granbytank.com)

Appr. Dept. : Mario Bouchard - Director Sales & Marketing	Appr. Qualité : Roxanne Lanctot	Date : 2011-01-20	ITA-0072 rév.??
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# CENTURY 21<sup>®</sup>

Trident Realty Ltd.



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with any questions!**

Susan Eldridge  
REALTOR<sup>®</sup>  
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