



MUNICIPALITY *of the*  
COUNTY *of* KINGS

# **PUBLIC HEARING**

**Tuesday, October 4, 2022**

**6:00 P.M.**

**Council Chambers**

## **AGENDA**

	Page
1. Call Meeting to Order	
a. Application to enter into a development agreement at 9347 Commercial Street, New Minas (PID 55210538) (File #21-19, Laura Mosher)	2
b. Application to enter into a development agreement at 88 Coleman Road, Waterville (PID 55369302) (File #22-05, Mark Fredericks)	12
2. Adjournment	

# THE MUNICIPALITY OF THE COUNTY OF KINGS

## REPORT TO MUNICIPAL COUNCIL

**Subject:**     **Public Hearing – DEVELOPMENT AGREEMENT in NEW MINAS**  
Application to enter into a development agreement at 9347 Commercial Street (PID 55210538) to permit the development of residential units within an accessory building  
**File # 21-19**

**From:**        Planning and Development Services

**Date:**         October 4, 2022

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### **Background**

Robert Coldwell applied to enter into a development agreement on the property located at 9347 Commercial Street (PID 55210538), New Minas. The requested change is to permit the development of two residential units within an accessory building.

The application and staff report were reviewed by Planning Advisory Committee (PAC) on August 9, 2022. At this meeting, the Committee forwarded a positive recommendation to Council.

On September 6, 2022, Municipal Council gave Initial Consideration to the proposed development agreement and forwarded it on to this Public Hearing. The proposed development agreement is attached as Appendix A.

### **Public Hearing**

At this Public Hearing, members of the public have the opportunity to present opinions on the proposal directly to Municipal Council. Council is scheduled to consider approving the amendment by giving it Final Consideration at the Municipal Council meeting immediately following this public hearing. If approved, a Notice of Passing will be published in the local paper, at which time a 14 day appeal period becomes effective.

**Appendix A**

**DRAFT Development Agreement**

**ROBERT COLDWELL**, of New Minas, Nova Scotia, hereinafter called the "Property Owner"

of the First Part

and

**MUNICIPALITY OF THE COUNTY OF KINGS**, a body corporate pursuant to the Municipal Government Act, S.N.S., 1998, Chapter 18, as amended, having its chief place of business at Coldbrook, Kings County, Nova Scotia, hereinafter called the "Municipality",

of the Second Part

WHEREAS the Property Owner is the owner of certain lands and premises (hereinafter called the "Property") which lands are more particularly described in Schedule A attached hereto and which are known as Property Identification (PID) Number 55210538; and

WHEREAS the Property Owner wishes to use the Property for residential use and commercial uses; and

WHEREAS the Property is situated within an area designated Commercial on the Future Land Use Map of the Municipal Planning Strategy, and zoned General Commercial (C1) Wellfield C & D on the Zoning Map, Map 9, of the Municipality of the County of Kings Land Use By-law; and

WHEREAS 3.2.9 of the Municipal Planning Strategy and 5.3.5(d) of the Land Use Bylaw provide that the proposed use may be developed only if authorized by development agreement; and

WHEREAS the Property Owner has requested that the Municipality of the County of Kings enter into this development agreement pursuant to Section 225 of the Municipal Government Act so that the Property Owner may develop and use the Property in the manner specified; and

WHEREAS the Municipality by resolution of Municipal Council approved this Development Agreement;

Now this Agreement witnesses that in consideration of covenants and agreements contained herein, the parties agree as follows:

## **PART 1 AGREEMENT CONTEXT**

### **1.1 Schedules**

The following attached schedules shall form part of this Agreement:

Schedule A	Property Description
Schedule B	Site Plan

### **1.2 Municipal Planning Strategy and Land Use By-law**

- (a) *Municipal Planning Strategy* means By-law 105 of the Municipality, approved on March 5, 2020, as amended.
- (b) *Land Use By-law* means By-law 106 of the Municipality, approved on March 5, 2020, as amended.

### **1.3 Definitions**

Unless otherwise defined in this Agreement, all words used herein shall have the same meaning as defined in the Land Use By-law. Words not defined in the Land Use By-law but used herein are:

- (a) *Development Officer* means the Development Officer appointed by the Council of the Municipality.

## **PART 2 DEVELOPMENT REQUIREMENTS**

### **2.1 Use**

That the Parties agree that the Property shall be limited to the following uses:

- (a) Uses permitted in the underlying zone in the building identified as “office building” on Schedule B – Site Plan;
- (b) A dwelling containing no more than two (2) residential units to be located in the accessory building identified as “apartment building” on Schedule B – Site Plan;

Except as otherwise provided in this Agreement, the provisions of the Land Use By-law apply to any development undertaken pursuant to this Agreement.

### **2.2 Site Plan**

All uses enabled by this agreement on the Property shall be developed generally in accordance with Schedule B - Site Plan.

### **2.3 Appearance of Property**

The Property Owner shall at all times maintain all structures and services on the Property in good repair and a useable state and maintain the Property in a neat and presentable condition;

### **2.4 Subdivision**

No alterations to the Property are permitted without a substantive amendment to this agreement except as may be required by the road authority for the purpose of creating or expanding a public street over the Property.

### **2.5 Parking and Site Development Standards**

The property owner shall meet the following criteria for parking and shall locate all parking in general conformance with Schedule B – Site Plan;

(a) The Property Owner shall ensure that a well defined pedestrian walkway from the shared parking area to the residential units located within the dwelling identified as “apartment building” on Schedule B – Site Plan will be installed as part of the construction;

(b) A parking plan at the time of permitting showing parking spaces, pedestrian walkways, solid waste storage and any other matters requested by the Development Officer to determine compliance with this agreement and the Land Use By-law.

All other uses shall conform to the parking requirements of the Land Use By-law.

### **2.6 Lighting**

The Property Owner shall ensure that any lights used for illumination of the Property or signs shall be arranged so as to divert light away from streets and neighbouring properties.

### **2.7 Access and Egress**

The Property Owner must submit current permits from Nova Scotia Department of Public Works or any successor body, to the Municipality before receiving any development or building permits for uses enabled by this Agreement.

### **2.8 Erosion and Sedimentation Control and Drainage**

Adequate measures shall be taken by the Property Owner to contain within the site all silt and sediment created during construction according to the practices outlined in the Department of Environment *Erosion and Sedimentation Control Handbook for Construction*, or any successor documents.

### **2.9 Servicing**

The Property Owner shall be responsible for providing adequate water services and wastewater disposal services to the standards of the authority having jurisdiction and these services will be provided at the Property Owner's expense

### **PART 3 CHANGES AND DISCHARGE**

**3.1** The Property Owner shall not vary or change the use of the Property, except as provided for in Section 2.1, Use of this Agreement, unless a new development agreement is entered into with the Municipality or this Agreement is amended.

**3.2** Any matters in this Agreement which are not specified in Subsection 3.3 below are not substantive matters and may be changed by Council without a public hearing.

**3.3** The following matters are substantive matters

- (a) The Uses specified in section 2.1
- (b) Development generally not in accordance with Schedule B - Site Plan.

**3.4** Upon conveyance of land by the Property Owner to either:

- (a) The road authority for the purpose of creating or expanding a public street over the Property; or
- (b) The Municipality for the purpose of creating or expanding open space within the Property;

registration of the deed reflecting the conveyance shall be conclusive evidence that that this Agreement shall be discharged as it relates to the public street or open space, as the case may be, as of the date of registration with the Land Registry Office but this Agreement shall remain in full force and effect for all remaining portions of the Property.

**3.5** Notwithstanding the foregoing, discharge of this Agreement is not a substantive matter and this Agreement may be discharged by Council at the request of the Property Owner without a public hearing.

### **PART 4 IMPLEMENTATION**

#### **4.1 Commencement of Operation**

No construction or use may be commenced on the Property until the Municipality has issued any Development Permits, Building Permits and/or Occupancy Permits that may be required.

#### **4.2 Drawings to be Provided**

When an engineered design is required for any portion of a development, record drawings shall be provided to the Development Officer within ten days of completion of the work which requires the engineered design.

#### **4.3 Completion and Expiry Date**

The Property Owner shall sign this Agreement within 30 days from the date the appeal period lapses or all appeals have been abandoned or disposed of or the development agreement has been affirmed by the Nova Scotia Utility and Review Board or the unexecuted Agreement shall be null and void;

### **PART 5 COMPLIANCE**

#### **5.1 Compliance With Other By-laws and Regulations**

Nothing in this Agreement shall exempt the Property Owner from complying with Federal, Provincial and Municipal laws, by-laws and regulations in force or from obtaining any Federal, Provincial, or Municipal license, permission, permit, authority or approval required thereunder.

#### **5.2 Municipal Responsibility**

The Municipality does not make any representations to the Property Owner about the suitability of the Property for the development proposed by this Agreement. The Property owner assumes all risks and must ensure that any proposed development complies with this Agreement and all other laws pertaining to the development.

#### **5.3 Warranties by Property Owner**

The Property Owner warrants as follows:

- (a) The Property Owner has good title in fee simple to the Lands or good beneficial title subject to a normal financing encumbrance, or is the sole holder of a Registered Interest in the Lands. No other entity has an interest in the Lands which would require their signature on this Development Agreement to validly bind the Lands or the Developer has obtained the approval of every other entity which has an interest in the Lands whose authorization is required for the Developer to sign the Development Agreement to validly bind the Lands.
- (b) The Property Owner has taken all steps necessary to, and it has full authority to, enter this Development Agreement.

## **5.5 Costs**

The Property Owner is responsible for all costs associated with recording this Agreement in the Registry of Deeds or Land Registration Office, as applicable.

## **5.6 Full Agreement**

This Agreement constitutes the entire agreement and contract entered into by the Municipality and the Property Owner. No other agreement or representation, oral or written, shall be binding.

## **5.7 Severability of Provisions**

The provisions of this Agreement are severable from one another and the invalidity or unenforceability of one provision shall not affect the validity or enforceability of any other provision.

## **5.8 Interpretation**

Where the context requires, the singular shall include the plural, and the masculine gender shall include all genders.

## **5.9 Breach of Terms or Conditions**

Upon the breach by the Property Owner of the terms or conditions of this Agreement, the Municipality may undertake any remedies permitted by the Municipal Government Act.



**THIS AGREEMENT** shall enure to the benefit of and be binding upon the parties hereto, their respective agents, successors and assigns.

**IN WITNESS WHEREOF** this Agreement was properly executed by the respective parties hereto and is effective as of the day and year first above written.

SIGNED, SEALED AND ATTESTED to be the proper signing officers of the Municipality of the County of Kings, duly authorized in that behalf, in the presence of:

**MUNICIPALITY OF THE COUNTY  
OF KINGS**

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
PETER MUTTART, MAYOR

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
DATE  
\_\_\_\_\_  
JANNY POSTEMA, MUNICIPAL CLERK

SIGNED, SEALED AND DELIVERED  
In the presence of:

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
ROBERT COLDWELL

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DATE

**Schedule A: Property Description**

**Taken from Property Online, May 17, 2022**

ALL THAT CERTAIN LOT, piece or parcel of land situate, lying and being at New Minas, in the County of Kings, Province of Nova Scotia, and more particularly bounded and described as follows:

BEGINNING at an iron pipe at the point of intersection of the North road limit of Highway # 1, also called Commercial Street, and the East road limit of Bonavista Avenue;

THENCE North 78 degrees 33 minutes East 92.1 feet along the North road limit of Highway # 1 to an iron pipe being the true place of beginning;

THENCE North 81 degrees 20 minutes East 90.0 feet along the North road limit of Highway # 1 to an iron pipe;

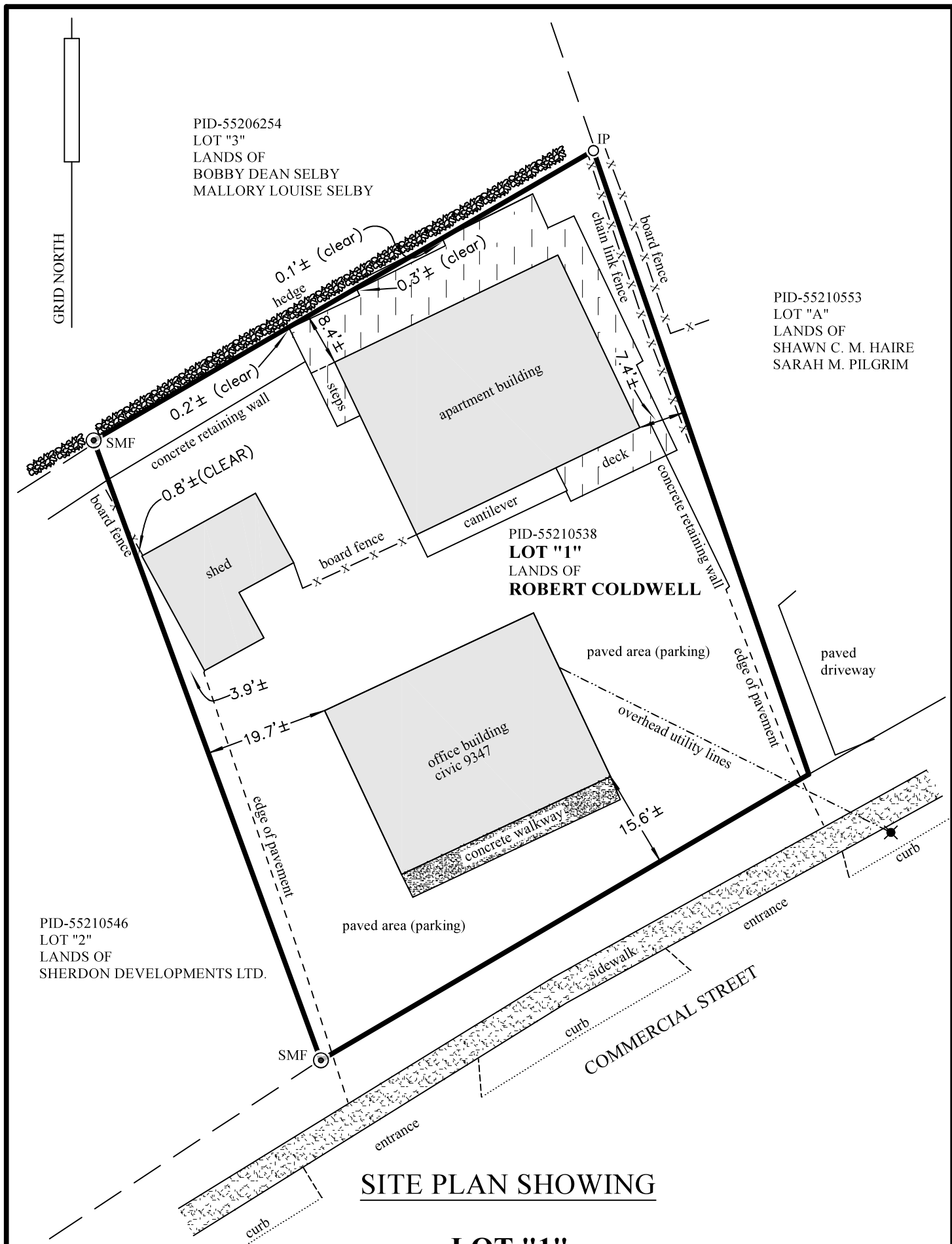
THENCE North 02 degrees 49 minutes East 105.0 feet along the West side line of lands retained by G. Hazen Fowler et ux to an iron pipe;

THENCE South 81 degrees 40 minutes West 92.1 feet along the South side line of lands retained by G. Hazen Fowler et ux to an iron pipe;

THENCE approximately South 02 degrees 19 minutes West approximately 105.0 feet along the East side line of lands retained by G. Hazen Fowler et ux to the place of beginning.

BEING AND INTENDED TO BE Lot # 1 as depicted on a plan of survey of the subdivision of lands of G. Hazen Fowler by Hiltz & Seamone dated November 20 1973 and filed at the Land Registration Office at Kentville, N.S. as plan P-942

The parcel complies with the subdivision provisions of Part IX of the Municipal Government Act



**SITE PLAN SHOWING**

**LOT "1"**

LANDS CONVEYED TO

**ROBERT COLDWELL**

(PID 55210538)

9347 COMMERCIAL STREET, NEW MINAS  
KINGS COUNTY, NOVA SCOTIA

**LEGEND**

- SURVEY MARKER FOUND . . . . . ⊙ SMF
- IRON PIPE FOUND . . . . . ○ IP
- LANDS DEALT WITH BY THIS PLAN . . . . . ———
- UTILITY POLE . . . . . ✖

SCALE 1" TO 20'

DATED MARCH 16, 2022



**ANNAPOLIS VALLEY SURVEYS LIMITED**  
54 Cornwallis Street, Kentville, N. S. B4N 2E4 WWW.AVSURVEYS.CA

**FILE No. 21-019A**

# THE MUNICIPALITY OF THE COUNTY OF KINGS

## REPORT TO MUNICIPAL COUNCIL

**Subject: Public Hearing – DEVELOPMENT AGREEMENT in WATERVILLE**  
Application for a DEVELOPMENT AGREEMENT on the property at 88 Coleman Road, Waterville (PID 55368302) to permit the development of a farm dwelling in the Agricultural (A1) Zone.  
**File #22-05 (APPLICANT – Donald Baker)**

**From:** Planning and Development Division

**Date:** October 4, 2022

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### **Background**

Donald Baker has applied for a development agreement to permit a farm dwelling in the Agricultural (A1) Zone on his farm property at 88 Coleman Road, Waterville (PID 55368302).

The application and staff report were reviewed by the Planning Advisory Committee (PAC) on August 9, 2022. At this meeting the Committee forwarded a positive recommendation to Council.

On Sept 6, 2022 Municipal Council gave Initial Consideration to the proposed development agreement and forwarded it on to this Public Hearing. The proposed development agreement is attached to this report as Appendix A.

### **Public Hearing**

At this Public Hearing, members of the public have the opportunity to present opinions on the proposal directly to Municipal Council. Council is scheduled to consider approving the amendment by giving it Final Consideration at the Municipal Council meeting immediately following this public hearing. If approved, a Notice of Passing will be published in the local paper, at which time a 14 day appeal period becomes effective.

## **Appendix A - Development Agreement**

**DONALD JOSEPH BAKER** of Waterville, Nova Scotia, hereinafter called the "Property Owner",

of the First Part

and

**MUNICIPALITY OF THE COUNTY OF KINGS**, a body corporate pursuant to the Municipal Government Act, S.N.S., 1998, Chapter 18, as amended, having its chief place of business at Coldbrook, Kings County, Nova Scotia, hereinafter called the "Municipality",

of the Second Part

WHEREAS the Property Owner is the owner of certain lands and premises (hereinafter called the "Property") which lands are more particularly described in Schedule A attached hereto and which are known as Property Identification (PID) Number 55368302; and

WHEREAS the Property Owner wishes to use the Property for a farm and a farm dwelling accessory thereto.

WHEREAS the Property is situated within an area designated Agriculture (A) on the Future Land Use Map of the Municipal Planning Strategy, and zoned Agricultural (A1) on the Zoning Map of the Land Use By-law; and

WHEREAS policy 3.4.17 the Municipal Planning Strategy and section 8.3.5 (c) of the Land Use By-law provide that the proposed use may be developed only if authorized by development agreement; and

WHEREAS the Property Owner has requested that the Municipality of the County of Kings enter into this development agreement pursuant to Section 225 of the Municipal Government Act so that the Property Owner may develop and use the Property in the manner specified; and

WHEREAS the Municipality by resolution of Municipal Council approved this Development Agreement;

Now this Agreement witnesses that in consideration of covenants and agreements contained herein, the parties agree as follows:

## **PART 1 AGREEMENT CONTEXT**

### **1.1 Schedules**

The following attached schedules shall form part of this Agreement:

Schedule A        Property Description

Schedule B        Site Plan

### **1.2 Municipal Planning Strategy and Land Use By-law**

- (a) *Municipal Planning Strategy* means By-law 105 of the Municipality, approved on March 5, 2020 as amended, or successor by-laws.
- (b) *Land Use By-law* means By-law 106 of the Municipality, approved on March 5, 2020 as amended, or successor by-laws.
- (c) *Subdivision Bylaw* means Bylaw 60 of the Municipality, approved September 5, 1995, as amended, or successor by-laws.

### **1.3 Definitions**

Unless otherwise defined in this Agreement, all words used herein shall have the same meaning as defined in the Land Use By-law. Words not defined in the Land Use By-law but used herein are:

- (a) *Development Officer* means the Development Officer appointed by the Council of the Municipality.

## **PART 2 DEVELOPMENT REQUIREMENTS**

### **2.1 Use**

That the Parties agree that the Property shall be limited to the following uses:

- (a) those uses permitted by the underlying zoning in the Land Use By-law; and
- (b) a farm dwelling having no more than two residential units.
- (c) notwithstanding Section 2.1 (a) the development of any additional dwellings is prohibited.

### **2.2 Site Plan**

Uses enabled by this agreement shall be developed in general conformance to Schedule B - Site Plan.

### **2.3 Appearance of Property**

The Property Owner shall at all times maintain all structures and services on the Property in good repair and a useable state and maintain the Property in a neat and presentable

condition.

## **2.4 Subdivision**

No alterations to the lot configuration that would result in a reduced lot area are permitted except as may be required by the road authority for the purpose of creating or expanding a public right of way on the Property.

## **2.5 Erosion and Sedimentation Control**

During any site preparation, construction activities or demolition activities of a structure or parking area, all exposed soil shall be stabilized immediately and all silt and sediment shall be contained within the site according to the practices of the Department of Environment as outlined in the *Erosion and Sedimentation Control Handbook for Construction*, or any successor documents, so as to effectively control erosion of the agricultural soil

## **2.6 Lighting**

The Property Owner shall ensure that any lights used for illumination of the Property shall be arranged so as to divert light away from streets and neighbouring properties.

## **2.7 Servicing**

The Property Owner shall be responsible for providing adequate water services and wastewater disposal services to the standards of the authority having jurisdiction and at the Property Owner's expense.

## **PART 3 CHANGES AND DISCHARGE**

**3.1** Any matters in this Agreement which are not specified in Subsection 3.2 below are not substantive matters and may be changed by Council without a public hearing.

**3.2** The uses enabled on the property by this Agreement as listed in Section 2.1(b) of this agreement.

**3.3** Upon conveyance of land by the Property Owner to the road authority for the purpose of creating or expanding a public street over the Property.

Registration of the deed reflecting the conveyance shall be conclusive evidence that that this Agreement shall be discharged as it relates to the public street, as of the date of registration with the Land Registry Office but this Agreement shall remain in full force and effect for all remaining portions of the Property.

**3.4** Notwithstanding the foregoing, discharge of this Agreement is not a substantive matter, and this Agreement may be discharged by Council at the request of the Property Owner without a public hearing following the provision of proof of registration of the farming business with Canada Revenue Agency.

## **PART 4 IMPLEMENTATION**

### **4.1 Commencement of Operation**

No construction or use permitted by this Agreement may be commenced on the Property until the Municipality has issued the required Development Permits and Building Permits

### **4.2 Drawings to be Provided**

When an engineered design is required, development enabled by this Agreement, record drawings shall be provided to the Development Officer within ten days of completion of the work which requires the engineered design.

### **4.3 Completion and Expiry Date**

- (a) The Property Owner shall sign this Agreement within 60 days from the date the appeal period lapses, or all appeals have been abandoned or disposed of or the development agreement has been affirmed by the Nova Scotia Utility and Review Board or the unexecuted Agreement shall be null and void;
- (b) The Developer shall commence construction within two (2) years of recording this Agreement at the Registry of Deeds.

## **PART 5 COMPLIANCE**

### **5.1 Compliance with Other Bylaws and Regulations**

Nothing in this Agreement shall exempt the Property Owner from complying with Federal, Provincial and Municipal laws, bylaws and regulations in force or from obtaining any Federal, Provincial, or Municipal license, permission, permit, authority or approval required thereunder.

### **5.2 Municipal Responsibility**

The Municipality does not make any representations to the Property Owner about the suitability of the Property for the development proposed by this Agreement. The Property owner assumes all risks and must ensure that any proposed development complies with this Agreement and all other laws pertaining to the development.

### **5.3 Warranties by Property Owner**

The Property Owner warrants as follows:

- (a) The Property Owner has good title in fee simple to the Lands or good beneficial title subject to a normal financing encumbrance or is the sole holder of a Registered Interest in the Lands. No other entity has an interest in the Lands which would require their signature on this Development Agreement to validly bind the Lands or the Developer has obtained the approval of every other entity which has an interest in the Lands whose authorization is required for the Developer to sign the Development Agreement to validly bind the Lands.



- (b) The Property Owner has taken all steps necessary to, and it has full authority to, enter this Development Agreement.

#### **5.5 Costs**

The Property Owner is responsible for all costs associated with recording this Agreement in the Registry of Deeds or Land Registration Office, as applicable.

#### **5.6 Full Agreement**

This Agreement constitutes the entire agreement and contract entered into by the Municipality and the Property Owner. No other agreement or representation, oral or written, shall be binding.

#### **5.7 Severability of Provisions**

The provisions of this Agreement are severable from one another and the invalidity or unenforceability of one provision shall not affect the validity or enforceability of any other provision.

#### **5.8 Interpretation**

Where the context requires, the singular shall include the plural, and the masculine gender shall all genders.

#### **5.9 Breach of Terms or Conditions**

Upon the breach by the Property Owner of the terms or conditions of this Agreement, the Municipality may undertake any remedies permitted by the Municipal Government Act.

**THIS AGREEMENT** shall enure to the benefit of and be binding upon the parties hereto, their respective agents, successors and assigns.

**IN WITNESS WHEREOF** this Agreement was properly executed by the respective parties hereto and is effective as of the day and year first above written.

THIS DEVELOPMENT AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, A.D.

SIGNED, SEALED AND ATTESTED to be the proper designing officers of the Municipality of the County of Kings, duly authorized in that behalf, in the presence of:

**MUNICIPALITY OF THE COUNTY OF KINGS**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Peter Muttart, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Janny Postema, Municipal Clerk

\_\_\_\_\_  
Date

SIGNED, SEALED AND DELIVERED  
In the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Donald Joseph Baker

\_\_\_\_\_  
Date

Schedule A – Property Description

Taken from Warranty Deed: July 19, 2022

SCHEDULE "A"

0325

ALL that certain lot, piece or parcel of land situate, lying and being at or near Coleman Road in the Village of Cornwallis Square in the County of Kings and Province of Nova Scotia, more particularly bounded and described as follows:

BEGINNING at a white maple tree, the same being the Northwest angle of lands formerly owned by Moses Ratchford, being the West boundary of lands formerly of Earl Brown;

THENCE Northerly 114 rods more or less along the West boundary of lands formerly of Earl Brown, Grant Foote, Stanley Hale and Joseph Adams to a fir tree marked "W" in the South boundary of land formerly of Joseph Adams;

THENCE Westerly 40 rods to the road leading from Brooklyn Street Southerly to the Ratchford Road, known as the Coleman Road to a stake and stones;

THENCE Southerly along the East boundary of the Coleman Road until it intersects the Northern boundary of the Ratchford Road;

THENCE Eastwardly by the North boundary of the Ratchford Road and in the line of lands formerly or some time owned by George E. Porter to the place of BEGINNING.

Containing approximately thirty (30) acres.

BEING AND INTENDED TO BE a portion of the lands in the Deed from His Majesty the King, in the Right of Canada, represented by The Director of Soldier Settlement Board, to Alfred C. McGill dated April 21<sup>st</sup>, 1949 and recorded in the Kings County Registry of Deeds on June 10<sup>th</sup>, 1949 in Book 174 at Page 676 and being all of the lands located on the East side of the Coleman Road in that conveyance.

FURTHER BEING AND INTENDED TO BE a portion of the lands devised to Carl V. McGill under the Last Will and Testament of Alfred C. McGill dated October 31<sup>st</sup>, 1967 and recorded in the Kings County Registry of Deeds on April 1<sup>st</sup>, 1968 in Book 269 at Page 465.

ALSO BEING AND INTENDED TO BE the same lands conveyed by Carl V. McGill to Donald Joseph Peter Baker and Linda Marie Baker dated June 5, 1995 and recorded in the Kings County Registry of Deeds on June 7, 1995 in Book 1018 at Page 892.