

THE MUNICIPALITY OF THE COUNTY OF KINGS

REPORT TO MUNICIPAL COUNCIL

Subject: **Public Hearing – Application substantively amend a Development Agreement in Canning**
Application to substantively amend a Development Agreement on a vacant land in the southeast quadrant of the intersection of J Jordan Road and Summer Street, Canning
File # 23-12 (Parsons Green Development)

From: Planning and Development Division

Date: April 2, 2024

Background

Noel Taiani of Parsons Green Development has applied to substantively amend an approved development agreement registered on vacant land in the southeast quadrant of the intersection of J Jordan Road and Summer Street (PIDs 55354385, 55008627, 55551758), Canning. The amendments enable a reallocation of the approved residential units and amendments to the site plan.

The application and staff report were reviewed by the Planning Advisory Committee (PAC) on February 13, 2024. At this meeting, the Committee forwarded a positive recommendation to Council.

On March 5, 2024, Municipal Council gave Initial Consideration to the proposed substantive amendments and forwarded the application on to this Public Hearing. The proposed amendments to the 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 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 Amendments to an Approved Development Agreement

THIS AMENDING AGREEMENT made between:

4325323 Nova Scotia Limited, of Halifax, 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 parties entered into a Development Agreement registered at the Kings County Land Registration Office as Document 122285555 on April 11, 2023, and affecting land described therein and now known as Property Identification (PID) Numbers PID 55354385, 55551758 and 55008627 (herein after called the "Property"); and

WHEREAS the parties wish to amend the Development Agreement as hereinafter set forth, and

WHEREAS the amendments are identified in the Development Agreement as matters that are substantive matters;

WHEREAS the Property is situated within an area designated Residential on the Future Land Use Map of the Municipal Planning Strategy, and zoned Comprehensive Neighbourhood Development (R5) and Residential One and Two Unit (R2) on the Zoning Map of the Land Use By-law;

WHEREAS policy 3.1.13 and 3.1.14 of the Municipal Planning Strategy and section 4.7.4 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:

1. Schedule B – Phasing Plan is deleted and replaced with Schedule B – Phasing Plan attached to this Amending Agreement and which forms part of this Agreement.
2. Schedule C – Site Plan is deleted and replaced with Schedule C – Site Plan attached to this Amending Agreement and which forms part of this Agreement.
3. Schedule D – Subdivision sketch is deleted.
4. Section 2.1, Permitted Uses and Requirements, is deleted and replaced with the following:
 - (a) Phase 1 as shown on Schedule B – Phasing Plan consisting of two multi-unit dwellings and an amenity building:
 - (i) Buildings shall be located within the area identified as ‘Phase 1 Apartment Development Envelope’ as shown on Schedule C – Site Plan; and
 - (ii) Multi-unit dwellings shall have a maximum of 70 residential units per dwelling and a maximum height of 60 feet or five storeys, whichever is greater;
 - (iii) Phase 1 may be further subdivided in accordance with the requirements of the Subdivision By-law and the zone requirements of the Residential Multi-Unit (R4) Zone; and
 - (iv) The amenity building may be located on a separate lot, subject to the zone requirements for all other permitted uses in the Residential Multi-Unit (R4) Zone except that the building shall be permitted to have a maximum height of two storeys or 25 feet, whichever is greater..
 - (b) Phase 2 as shown on Schedule B – Phasing Plan consisting of a maximum of 302 residential units contained within townhouse dwellings and multi-unit dwellings and an amenity building subject to the following:
 - (i) Townhouse units shall be located in the area identified as “Townhouse Block” on Schedule C – Site plan;
 - (ii) Multi-unit dwellings shall be located in the area identified as “Multi-unit Block” on Schedule C – Site Plan
 - (iii) All dwellings in Phase 2 shall be subject to the requirements of the Residential Multi-unit (R4) Zone, as amended from time to time; and,
 - (iv) Notwithstanding 2.1(b)(iii) above, multi-unit dwellings are permitted to contain a maximum of 70 residential units per dwelling and a maximum height of 60 feet or five storeys, whichever is greater;
 - (v) The amenity building may be located on its own lot, subject to the zone requirements for all other permitted uses in the Residential Multi-Unit (R4) Zone except that the building shall be permitted to have a maximum height of two storeys or 25 feet, whichever is greater.
 - (c) Accessory buildings and uses shall be permitted and shall be subject to the zone requirements of the Residential Multi-unit (R4) Zone. Accessory buildings and uses are not required to be located within a Development Envelope or shown on Schedule B – Site Plan.
5. Section 2.3 Parking is deleted and replaced with the following:

- (a) Parking in Phase 1 shall be provided at a rate of 1.4 spaces per residential unit and shall be required to be located within the same phase, but not necessarily on the same lot, as the associated use provided easements for shared parking are in place;
- (b) Parking in Phase 2 shall be provided at a rate of 1.25 spaces per residential unit and shall be required to be located within the same phase, but not necessarily the same lot, as the associated use provided easements for shared parking are in place;
- (c) Parking shall be provided at a rate of 1 parking space per residential unit for townhouse dwellings;
- (d) Parking areas in Phase 2 associated with multi-unit dwellings shall not be located between the public road and a multi-unit dwelling; and
- (e) Parking areas associated with multi-unit dwellings shall be subject to section 14.5.1 and 14.5.4 of the Land Use By-law, unless otherwise addressed in this agreement.

6. Section 2.7.1(b) is deleted.

7. Section 3.1 is deleted and replaced with the following:

In addition to any matters in this Agreement which are not specified in Subsection 3.2 below, the following are not substantive matters and may be changed by Council without a public hearing:

- (a) The development of commercial uses consistent with those permitted in the Mixed Residential Commercial (C3) Zone on the ground floor of any multi-unit dwelling or within any amenity building permitted by this Agreement.

THIS AMENDING AGREEMENT is to be read and construed with the Development Agreement and be treated as part thereof, and for such purpose and so far as may be necessary to give effect to this Amending Agreement, the Development Agreement is hereby amended, and the Development Agreement as so amended, together with all the covenants and provisions thereof, which shall remain in full force and effect.

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 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:

4325323 Nova Scotia Limited

Witness

Noel Taiani, Director

Date

DRAFT

Schedule A – Property Description

PID 55354385

ALL that certain lot, piece or parcel of land situate, lying and being on the East side of J. Jordan Road in the Village of Canning in the County of Kings and Province of Nova Scotia, more particularly bounded and described as follows:

BEGINNING at a survey marker found on the east bound limit of J. Jordan Road marking the northwest corner of Lot 1 as depicted on the Plan of Subdivision filed in the Kings County Registry of Deeds under Plan No. P-10,460, as hereinafter referred to;

THENCE North 18 degrees 36 minutes 56 seconds West a distance of 149.61 feet following the east bound limit of J. Jordan Road to a survey marker found;

THENCE continuing along a curvature in the east bound of J. Jordan Road an arc distance of 203.76 feet to a survey marker found, being a chord distance of 203.76 feet on chord bearing North 18 degrees 59 minutes 11 seconds West from the last mentioned survey marker;

THENCE continuing along the east bound limit of J. Jordan Road North 19 degrees 22 minutes 11 seconds West a distance of 246.54 feet to a survey marker found at the southwest corner of Lot M-2;

THENCE North 71 degrees 18 minutes 02 seconds East a distance of 199.19 feet following the south bound of Lot M-2 to a survey marker found at the southeast corner of Lot M-2;

THENCE North 19 degrees 01 minutes 22 seconds West a distance of 100.57 feet following the east bound of Lot M-2 to a survey marker found at the southeast corner of Lot M-1;

THENCE North 19 degrees 03 minutes 17 seconds West a distance of 100.22 feet following the east bound of Lot M-1 to a survey marker found at the southeast corner of Lot 26;

THENCE North 18 degrees 28 minutes 15 seconds West a distance of 100.03 feet following the east bound of Lot 26 to a survey marker found at the southeast corner of Lot 25;

THENCE North 18 degrees 19 minutes 29 seconds West a distance of 99.99 feet following the east bound of Lot 25 to a survey marker found at the northeast corner of Lot 25;

THENCE South 71 degrees 06 minutes 02 seconds West a distance of 202.09 feet following the north bound of Lot 25 to a survey marker found on the aforesaid east bound limit of J. Jordan Road and marking the northwest corner of Lot 25;

THENCE North 18 degrees 30 minutes 52 seconds West a distance of 178.10 feet following the east bound limit of J. Jordan Road to a survey marker found at the southwest corner of Lot 23B;

THENCE North 71 degrees 51 minutes 37 seconds East a distance of 202.43 feet following the south bound of Lot 23B to a survey marker found at the southeast corner of Lot 23B;

THENCE North 18 degrees 21 minutes 51 seconds West a total distance of 730.29 feet following the east bounds of Lots 23B, 23A, 22, 21, 20, 19, 18, and 17 to a survey marker found at the southeast corner of Lot 16, lands of George and Cheryl Melvin;

THENCE North 63 degrees 08 minutes 35 seconds East a distance of 97.78 feet following the south bound of Lot 14 (lands of George and Nancy Redden) to a survey marker found at the southeast corner of Lot 14;

THENCE North 63 degrees 11 minutes 39 seconds East a distance of 82.00 feet following the south bound of Lot T.H.-1 to a survey marker found at the southeast corner of Lot T.H.-1;

THENCE North 63 degrees 11 minutes 39 seconds East a distance of 66.05 feet following the south bound of Lot T.H.-2 to a survey marker found at the southeast corner of Lot T.H.-2;

THENCE North 63 degrees 11 minutes 39 seconds East a distance of 82.82 feet following the south bound of Lot T.H.-3 to a survey marker found at the southeast corner of Lot T.H.-3;

THENCE North 63 degrees 10 minutes 54 seconds East a distance of 100.03 feet following the south bound of Lot 12 (lands of Paul Graves) to a survey marker found at the southeast corner of Lot 12 also marking the southwest corner of Lot 11;

THENCE South 23 degrees 52 minutes 10 seconds East a distance of 277.13 feet following the west bound of lands retained by Clifford and Cynthia Meek to a survey marker placed;

THENCE South 73 degrees 05 minutes 56 seconds East a distance of 284.38 feet following the southwest bound of lands retained by Clifford and Cynthia Meek to a survey marker placed;

THENCE South 12 degrees 02 minutes 23 seconds West a distance of 580.78 feet following the west bound of lands retained by Clifford and Cynthia Meek to a survey marker placed;

THENCE South 09 degrees 04 minutes 34 seconds East a distance of 482.26 feet following the west bound of lands retained by Clifford and Cynthia Meek to a survey marker placed;

THENCE South 19 degrees 47 minutes 50 seconds East a distance of 387.73 feet following the west bound of lands retained by Clifford and Cynthia Meek to a survey marker placed;

THENCE South 67 degrees 38 minutes 10 seconds West a distance of 253.78 feet following the north bound of lands retained by Clifford and Cynthia Meek to a survey marker placed;

THENCE South 22 degrees 50 minutes 12 seconds East a distance of 162.05 feet following the west bound of lands retained by Clifford and Cynthia Meek to a survey marker found;

THENCE South 71 degrees 56 minutes 02 seconds West a distance of 70.11 feet following the north bound of lands formerly of Central Guaranty Trust Company to a survey marker found;

THENCE continuing South 71 degrees 56 minutes 02 seconds West a distance of 26.31 feet following the north bound of lands formerly of Central Guaranty Trust Company to a survey marker found;

THENCE South 75 degrees 49 minutes 58 seconds West a distance of 173.65 feet following the north bound of lands formerly of Central Guaranty Trust Company, and the north bound of Lot 1, to the place of beginning.

CONTAINING an area of 21.24 acres (925,150 square feet).

BEING AND INTENDED TO BE Lot C.L.M.-2 as depicted on a Plan of Subdivision and Consolidation of lands of Clifford L. Meek and Cynthia A. Meek prepared by Hiltz & Seamone Company Limited Drawing No. 96-90 dated September 13, 1996, signed by D. A. Seamone, N.S.L.S. No. 265, and consolidating Lot C.L.M.-1 with remaining portion of Parcel R-1 to form approved consolidated Lot C.L.M.-2, and Remainder Lands of Meek, and bearing the final approval stamp of the Development Officer for the Municipality of the County of Kings dated September 25, 1996, under Municipal Registration Number 960207, and the said approved Plan of Subdivision having been filed in the Kings County Registry of Deeds under Plan No. P-10,460.

EXCEPTIONS:

EXCEPTING THEREOUT AND THEREFROM the following lots:

Lot 26 conveyed in Book 1092 at Page 740 - Plan P-10,576 - Filed: January 21, 1997
Lot 22 conveyed in Book 1095 at Page 739 - Plan P-10,576 - Filed: January 21, 1997
Lot 27 conveyed in Book 1097 at Page 130 - Plan P-10,576 - Filed: January 21, 1997
Lot 25 conveyed in Book 1099 at Page 72 - Plan P-10,598 - Filed: February 21, 1997
Lot 23 conveyed in Book 1099 at Page 205 - Plan P-10,576 - Filed: January 21, 1997
Lot 57 conveyed in Book 1099 at Page 244 - Plan P-10,598 - Filed: February 21, 1997
Lot 28 conveyed in Book 1130 at Page 737 - Plan P-10,598 - Filed: February 21, 1997
Lot 58 conveyed in Book 1238 at Page 753 - Plan P-11,341 - Filed: July 12, 1999

BENEFIT:

TOGETHER WITH a utility easement for purposes of the installation, maintenance and repair of water and/or sewer utility lines running in a general north south direction leading from the north bound of Borden Street (Highway 221) along and beneath the existing farm driveway leading past the east side of the barn complex on the remaining lands of Meek, the centre line of which is approximately 20 feet more or less from the east side of the farm complex buildings, and continuing northerly beneath the farm driveway to the south bound of the above noted Lot C.L.M.-2 (being the boundary thereof having a distance of 253.78 feet on bearing South 67 degrees 38 minutes 10 seconds West from east to west), said easement or right-of-way for purposes of the laying, construction, maintenance and repair of water and/or sewer utility lines leading northerly from the Village of Canning municipal sewer and water services along Borden Street (Highway 221), and in favour of the above noted described Lot C.L.M.-2, with the right at all times for the Grantee, Traditional Home Centres Incorporated, its successors, assigns, workers, servants and agents, to enter upon the said remaining lands of Clifford and Cynthia Meek lying between the south bound of Lot C.L.M.-2 and the north bound limit of Borden Street (Highway 221), provided however that any and all excavation work carried out on the said remaining lands of Meek shall be conducted in a proper, prompt and responsible manner, and all excavation work shall be covered over and the surface of the ground returned as close as reasonably possible to its original state upon any excavation work being carried out for the laying or construction of said line or lines and the repair and maintenance thereof. This grant of easement or right-of-way is not intended for normal pedestrian or vehicular access or ingress or egress to and from Lot C.L.M.-2 from Borden Street (Highway 221), and is

only intended to grant vehicular traffic necessary to construct or maintain sewer or water lines. The Grantee, Traditional Home Centres Incorporated and its successors and assigns shall be solely responsible for all costs of construction and laying of any water or sewer lines pursuant to the terms of this easement, and any and all maintenance and repair costs associated therewith.

PID 55008627

ALL that certain lot, piece or parcel of land situate, lying and being at Canning, Kings County, Nova Scotia more particularly bounded and described as follows:

COMMENCING at a survey marker found in the northeast corner of Lot T.H.-1 and the southern boundary of Summer Street;

THENCE North 63 degrees 13 minutes 03 seconds East, 66.05 feet to a survey marker found marking the northwest corner of Lot T.H.-3;

THENCE South 24 degrees 30 minutes 46 seconds East along the western boundary of Lot T.H.-3, 100.00 feet to a survey marker placed marking the southwest corner of Lot T.H.-3;

THENCE North 63 degrees 08 minutes 34 seconds East along the southern boundary of Lot T.H.-3, 72.97 feet to a survey marker placed on the western boundary of Lot 12;

THENCE South 30 degrees 09 minutes 33 seconds East, 100.12 feet to a survey marker found on the northern boundary of Lot C.L.M.-2;

THENCE South 63 degrees 11 minutes 39 seconds West along the northern boundary of Lot C.L.M.-2, 148.87 feet to a survey marker found marking the southeast corner of Lot T.H.-1;

THENCE North 24 degrees 30 minutes 47 seconds West along the eastern boundary of Lot T.H.-1, 199.99 feet to the point of commencement.

BEING AND INTENDED TO BE Lot T.H.-2 as shown on a plan of survey prepared by Hiltz & Seamone Co., Ltd., dated November 18, 1996 under drawing number 96-109. The said plan having received final approval by the Municipality of the County of Kings on December 6, 1996 under no. 960254 and is filed at the Kings County Registry of Deeds at Kentville, Nova Scotia as P-10535.

PID 55384796

ALL that parcel of land on the east road limit of J. Jordan Road, Canning, Kings County, Nova Scotia the boundaries of which are described as follows:

BEGINNING at a survey marker placed in the southwest corner of Lot 57 in the east road limit of J. Jordan Road;

THENCE North 71 degrees 51 minutes 37 seconds East by the south bound of Lot 57, 202.31 feet to a survey marker placed in the west bound of Lot C.L.M.-2, lands of Traditional Home Centres Limited;

THENCE South 18 degrees 24 minutes 08 seconds East by the west bound of Lot C.L.M.-2, 110.42 feet to a survey marker found in the northeast corner of Lot 25;

THENCE South 71 degrees 06 minutes 02 seconds West by the south bound of Lot 58, 202.09 feet to a survey marker found in the east road limit of J. Jordan Road;

THENCE North 18 degrees 30 minutes 52 seconds West by the east road limit of the J. Jordan Road, 113.10 feet to the place of beginning.

BEING AND INTENDED TO BE lot 58 as shown in a plan of subdivision prepared by Hiltz & Seamone Company Limited dated November 18, 1996. Lot 58 was approved by the Municipality of the County of Kings on July 12, 1999 under its approval number 990097 and filed in the Registry of Deeds for Kings County, Nova Scotia on July 12, 1999 as Plan P-11341.

PID 55551758

Registration County: KINGS COUNTY

Street/Place Name: J JORDAN ROAD /CANNING

Title of Plan: PLAN OF S/D PLAN OF SURVEY OF BLOCK A1 BEING A S/D OF LOT CLM-2 & LOT 58 AS AN ADDITION TO THE REMAINDER OF LOT CLM-2 TO FORM BLOCK A2 LANDS OF 4325323 NOVA SCOTIA LTD J JORDAN RD CANNING

Designation of Parcel on Plan: BLOCK A1

Registration Number of Plan: 123026503

Registration Date of Plan: 2023-09-07 12:12:59

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

Compliance:

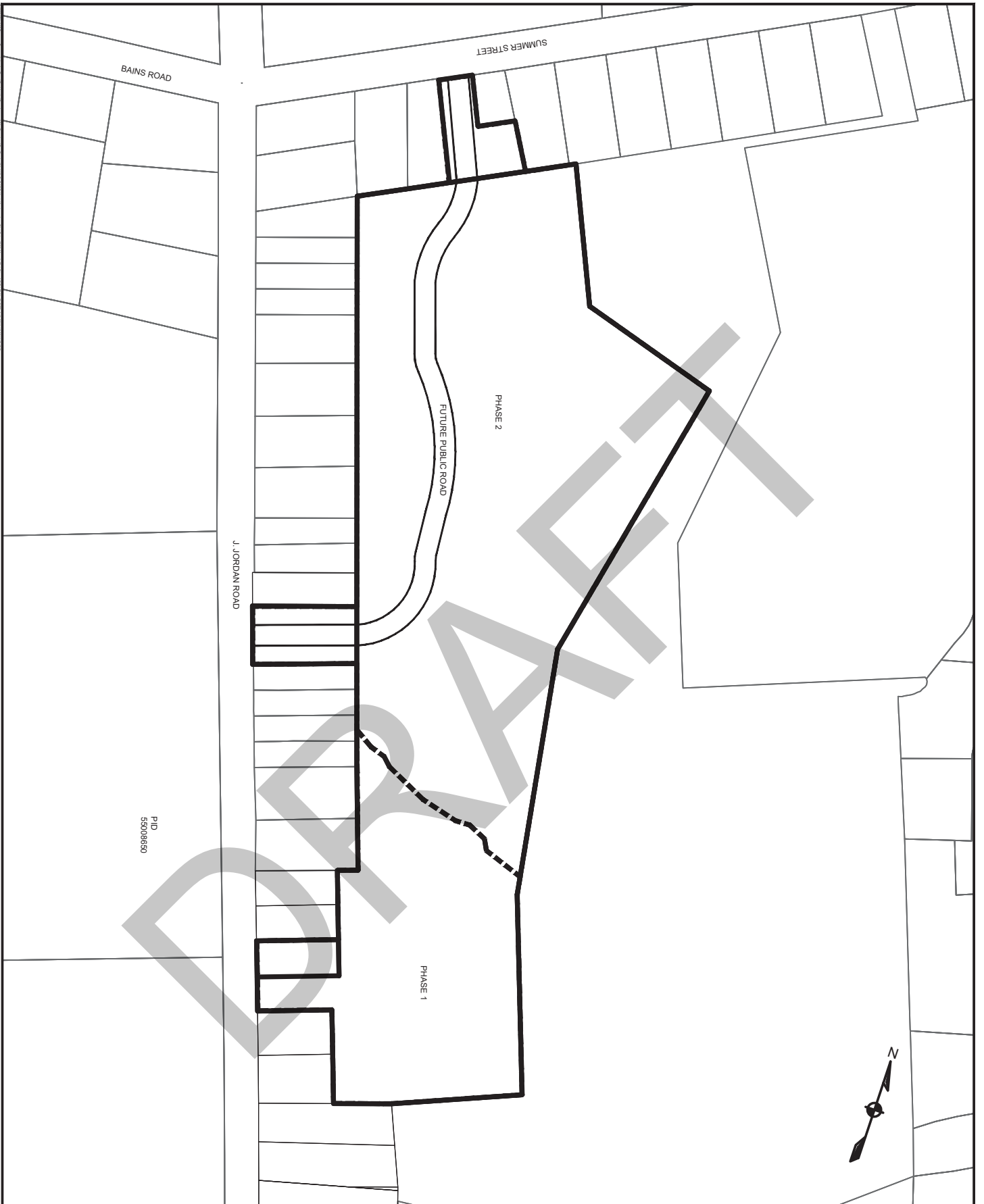
The parcel is created by a subdivision (details below) that has been filed under the Registry Act or registered under the Land Registration Act

Registration District: KINGS COUNTY

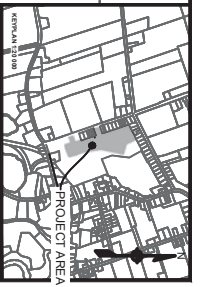
Registration Year: 2023

Plan or Document Number: 123026503

Schedule B - Phasing Plan



PID
56008660



DATE	DESCRIPTION
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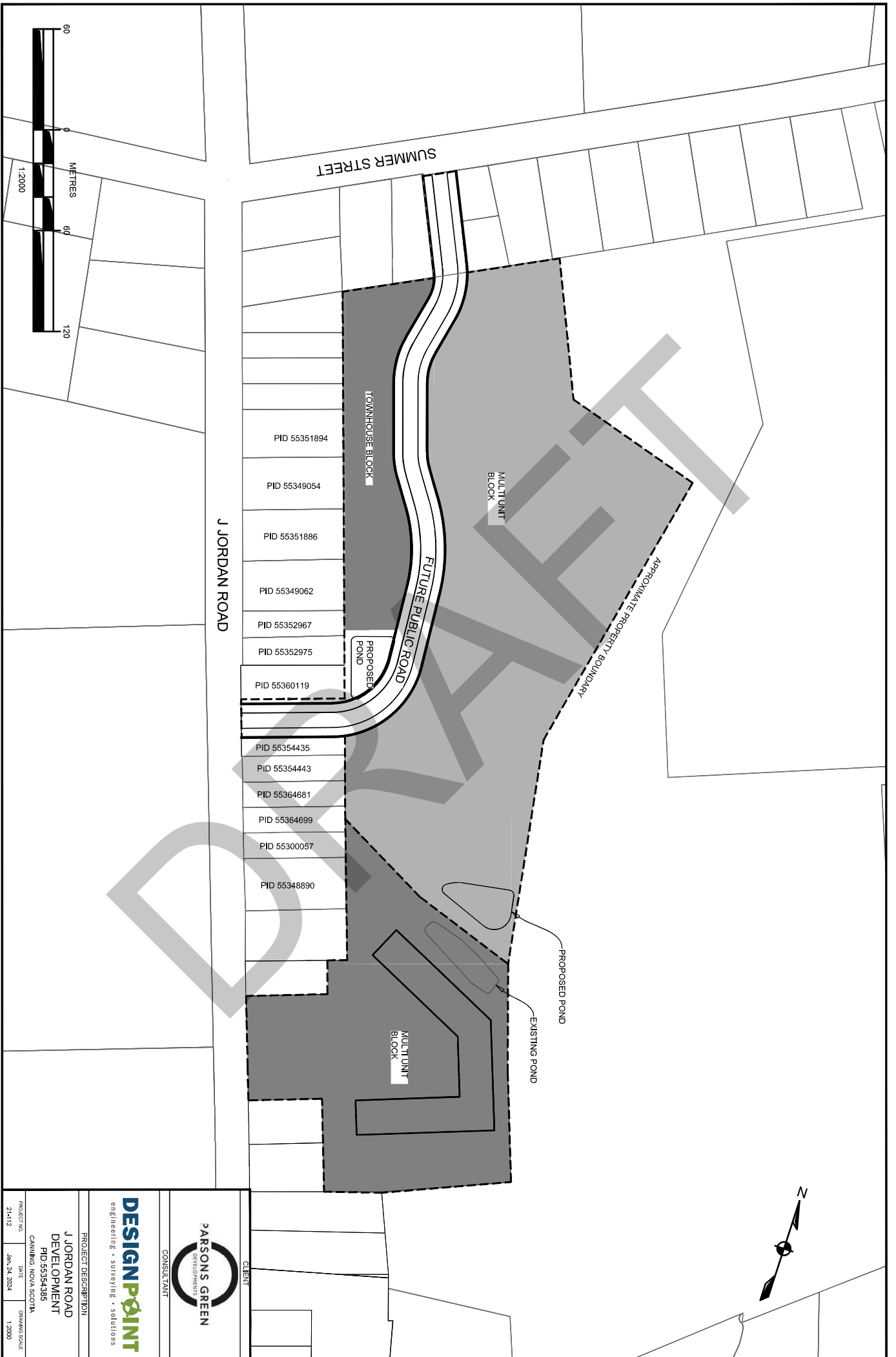
DESIGNPOINT
engineering • surveying • solutions



THE WILLOW DISTRICT
CANNING, NOVA SCOTIA

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100	J. BENEVOLO	17-11-12

Schedule C - Site Plan



P:\2024\24-112 Parsons Green - J Jordan Road Residential Development\01 - Drawings\Eng Design\24-112_C.dwg Plot Date: 2024-Jan-24 Plot Size: ANSI FULL BLEED B (11.00 X 17.00 INCHES)

CLIENT

PARSONS GREEN
DEVELOPMENTS

CONSULTANT

DESIGNPOINT
engineering • surveying • solutions

PROJECT DESCRIPTION

J JORDAN ROAD
DEVELOPMENT
PID:55354385
CANNING, NOVA SCOTIA

DATE: Jan. 24, 2024

PROJECT NO: 24-112

DRAWING SCALE: 1:2000