

PLANNING ADVISORY COMMITTEE MAY 19, 2021
MEETING RECOMMENDATIONS

To recommend to Town Council approval of Option 3 in the staff report (Schedule B) to amend the Development Agreement to allow for an extension for lesser period of time than 10 years for commencement by amending Part 9. Termination of Agreement in a similar manner as in Option 2 in the staff report (Schedule B; as noted below) within a time period of twenty four months.

THEREFORE, THE FOLLOWING MOTION IS SUGGESTED FOR COUNCIL:

Moved and seconded that Council amend the development agreement:

3.1 to allow for a 2 year extension to commencement by amending Part 9. Termination of Agreement as follows:

- a. In the first paragraph, after *commences more than*, delete “10” and insert “12” before *years from the date of this agreement*;
- b. In the first paragraph, after *this agreement requires* delete “an” and insert “a further” before *amending agreement*;
- c. In the third line of 9.(b), after *sixty (60) months of the date of this* insert “amending” before *agreement*;
- d. In the third line of 9.(c), after *sixty (60) months or longer* insert “(which period is fully after the date of the amending agreement)”;

AND

3.2 to reference multi-unit dwellings in 1. Use as follows:

- a. after *bed resort hotel*; and delete
 - sixty (60) residential condominium units: and
 - thirty (30) apartmentsinsert
 - multi-unit dwelling with sixty (60) units (shown as Building C); and
 - multi-unit dwelling with thirty (30) units (shown as Building D); andbefore
 - *other facilities ordinarily*;

and give first reading and set a public hearing date to further consider same.

PLANNING ADVISORY COMMITTEE MEETING MINUTES

WEDNESDAY, MAY 19, 2021 AT 6:00 P.M.

VIA ZOOM

PRESENT: Councillor Susan Sanford, Chair
Councillor Stephen Ernst
Councillor Ed Halverson (8:40 p.m. left the meeting)
Peter Goforth, Citizen Appointment
Derek Kinsmen, Citizen Appointment
Gerry Rolfsen, Citizen Appointment

ALSO PRESENT: Heather McCallum, Assistant Municipal Clerk
Bea Renton, CAO
Dawn Sutherland, Planning and Development Manager

1. Call to Order

The Chair called the meeting to order at 6:03 p.m.

2. Acknowledgement of Mi'kma'ki the ancestral and unceded territory of the Mi'kmaq People

The Chair recognized Lunenburg's location on the unceded territory of the Mi'kmaq People.

3. Agenda

Motion: moved and seconded to approve the agenda. Motion carried.

4. Planning Advisory Committee April 12, 2020 meeting minutes

Motion: moved and seconded to approve the April 12, 2020 meeting minutes. Motion carried.

5. Business Arising from the Minutes/Unfinished Business

Nil.

6. Public Information Meeting

- a. Application to Amend Development Agreement to allow for a 10 year extension to commencement for 101 Masons Beach Road

The Development/Planning Manager gave an overview of the public information meeting process in relation to this application (Schedule A). She next provided a

summary of the application ([Schedule B](#)). She noted that there have been no written public submissions received in regards to the application.

The applicants, Stellar Investment Inc., were next invited to address the Committee. Chris Reibling spoke on behalf of his family's company. They are seeking to amend the Development Agreement to allow for a 10 year extension to commencement to realize the development, which was a passion project of their parents who passed last year. The earlier downturn in the economy and current global pandemic has delayed plans for their hotel, apartment, and other project components that they want to realize.

The Committee asked the Planning/Development Manager if the proposed new Town planning documents would allow for the renewal of a Development Agreement. She advised that it would not unless it relates to a non-substantial amendment. The applicants made their application before their Development Agreement would expire after ten years. The application must be considered under the existing planning documents.

Scott McVittie, President, Bluenose Golf Club, addressed the Committee expressing concerns about the impact the proposed development will have on the golf course's safe operations given its proximity to same ([Schedule C](#)). The Club instead proposes a smaller foot print for the development with a shorter term and additional project details to ensure it adds to the beauty of the community and surrounding uses. The Club has endeavored to meet with the applicants on site, but has been unable to thus far. The applicants responded that they are available to meet on site and were unaware of an earlier request.

Ron Kaulbach, owner of the adjacent Kaulbach Head lands where the Bluenose Golf Course is located, expressed concern about the application. The viability of the Top Mast Motel and Golf Course operations could be jeopardized by the development. His ability to maintain ownership of the land could also be adversely affected by the proposed densification of the subject lands, which take ongoing reinvestment to maintain once constructed. His experience has been that this is often not possible. He has made inquiries of other communities if Development Agreements would have ten year terms to action and he has found that they do not. The prolonged construction for such a development could adversely affect the use and enjoyment of other nearby properties. The capital investment required to realize the project proposed in the Development Agreement is significant and would need to be sustained over the various components of the overall project. The Reiblings earlier offered to purchase Kaulbach Head lands from him, which he declined. His family has historic roots in the Town and they have contributed to many community projects over time including ongoing support of the Bluenose Golf Club. He recommends a smaller scale development for the property, possibly two residential buildings with related amenities.

Committee members asked the applicants how long the development would take to construct and were advised - three to four years. They would endeavour to be good neighbours and take steps to limit the impact of construction.

The applicant's lawyer, Pat Burke, Q.C., addressed the Committee noting that the application is in compliance with the existing planning documents and is supported by the Planning/Development Manager. His clients would take measures to minimize the

impact on the Golf Club. The project would provide needed facilities for the community's growth. He commented in response to concerns that a renewed Development Agreement could also be terminated by the Town if there is no development on site within five years of the execution of the Development Agreement as per the current wording.

Stuart Gourley, owner of adjacent lands on which he has a permit to build a home, spoke expressing concern about the development and impact on his property.

Richard Glance, 255 Masons Beach Road, who owns a nearby home said the development will not directly impact his home as most vehicles approaching the proposed development will be coming from the opposite direction. It will generate a significant increase in traffic volume during construction and otherwise. The current application presents an opportunity to revisit the project and issues such as this.

Matthew Reibling, co-applicant, spoke of his family's longstanding connections to the community and interest in realizing this development when economic conditions improve. Their family has other land and development holdings in the US illustrative to their commitment to positive community development projects. The extension they have requested gives them the opportunity to balance their portfolio and develop this property at a more opportune time. In response to a Committee question, he said that it could also be sold in future for development by a future property owner.

Dr. Diane Wilson, 78 Masons Beach Road, advised that she owns the adjacent Top Mast Motel. The proposed development would impact the motel operations during the construction phase of the hotel and other building components. She concurred with the traffic volume and other development concerns noted by Richard Glance.

There were no further public submissions.

Motion: moved and seconded to close the public information meeting portion of the Planning Advisory Committee meeting. **Motion carried.**

7. New Business

- a. Application to Amend Development Agreement to allow for a 10 year extension to commencement for 101 Masons Beach Road

Committee members discussed the options set out in the earlier staff report (**Schedule B**) regarding this application.

Motion: moved and seconded to recommend to Town Council approval of Option 2 in the staff report (Schedule B) as follows –

2. Recommend that Council amend the development agreement:

- 2.1 to allow for a 10 year extension to commencement by amending Part 9. Termination of Agreement as follows:

- a. In the first paragraph, after *commences more than*, delete “10” and insert “20” before *years from the date of this agreement*;
- b. In the first paragraph, after *this agreement requires* delete “an” and insert “a further” before *amending agreement*;
- c. In the third line of 9.(b), after *sixty (60) months of the date of this* insert “amending” before *agreement*;
- d. In the third line of 9.(c), after *sixty (60) months or longer* insert “(which period is fully after the date of the amending agreement)”;

AND

2.2 to reference multi-unit dwellings in 1. Use as follows:

- a. after *bed resort hotel; and* delete
 - sixty (60) residential condominium units: and
 - thirty (30) apartmentsinsert
 - multi-unit dwelling with sixty (60) units (shown as Building C); and
 - multi-unit dwelling with thirty (30) units (shown as Building D); andbefore
 - *other facilities ordinarily;*

and give first reading and set a public hearing date to further consider same.

Motion defeated due to a tie vote. Gerry Rolfsen, Councillor Halverson and Derek Kinsman voted in the negative.

Motion: moved and seconded to recommend to Town Council approval of Option 1 in the staff report (Schedule B) that the Council discharge the Development Agreement by resolution of Council pursuant to subsection 229(2) of the Municipal Government Act, whereupon the Land Use Bylaw shall apply and as set out in Part 9. Termination of Agreement, subsection (a). Motion defeated due to a tie vote. Councillor Sanford, Peter Goforth and Councillor Ernst voted in the negative.

Motion: moved and seconded to recommend to Town Council approval of Option 3 in the staff report (Schedule B) to amend the Development Agreement to allow for an extension for lesser period of time than 10 years for commencement by amending Part 9. Termination of Agreement in a similar manner as in Option 2 in the staff report (Schedule B) within a time period of twenty-four months. Motion carried. Mr. Rolfsen voted in the negative.

8:30 p.m. – 8:40 p.m. a recess was held. Councillor Halverson left the meeting.

Motion: moved and seconded that the time to adjourn the meeting be extended to 9:00 p.m. Motion carried.

b. Draft Planning Documents - Review of Public Feedback

Steffen Käubler and Ian Watson, Upland Planning and Design, presented a summary of public comments received thus far (Schedule D - TBA).

- Next Meeting Date - Wednesday, May 26 at 6:00 p.m. - Draft Municipal Planning Strategy, Land Use By-law and Subdivision By-law Public Information Meeting

8. Adjournment

Motion: moved and seconded to adjourn the meeting. Motion carried.

The Chair adjourned the meeting at 9:23 p.m.

Bea Renton, CAO

Public Information Meeting Process Outline

1. Opening of the Public Information Meeting

A public information meeting provides members of the public with an opportunity to learn about a proposal and make their views known to the Planning Advisory Committee. A public information meeting is required under the Town of Lunenburg's Public Participation Program.

In terms of process, after the public information meeting is held, PAC may make a recommendation to Council or defer decision to a later date if, for example, more information is requested. Please note that time for questions from the gallery is during the Public Information Meeting. Once the meeting is closed, discussion is to be between the Committee members only. The public will have another opportunity for input should Council forward the proposal to a public hearing. After the public hearing, Council will make the final decision.

2. Review of General Rules of Conduct

There are a few general rules of conduct that are to be observed so that everyone who wishes to speak can do so in an open and respectful environment. The general rules of conduct for speakers are:

- Please state your name and civic address clearly so that it may be recorded in the minutes.*
- We ask that you be respectful of others opinions*
- Speakers will be limited to one presentation unless called upon by the Chair for further comment. Speakers are limited so that all may have an opportunity to participate.*
- PAC members may question each speaker.*
- Comments and questions by the public are to be directed to the Chair.*

3. Public Information Meeting

- (a) Development Agreement 101 Masons Beach Road - proposed amendment
 - (i) Presentation by Town Planner Dawn Sutherland
 - (ii) Opportunity for presentation by applicant, Timothy Riebling, Stellar Investments Inc., or representative
 - (iii) Written submissions
 - (iv) Public input (oral submissions)

4. Closing of the Public Information Meeting

Motion: moved and seconded to close the Public Information Meeting portion of the Planning Advisory Committee meeting.

Document No:
Meeting: May 19, 2021 PAC

File: PAC

MEMORANDUM

TO: PLANNING ADVISORY COMMITTEE

FROM: DAWN SUTHERLAND, DEVELOPMENT/PLANNING MANAGER

DATE: May 11, 2021

**RE: AMENDING DEVELOPMENT AGREEMENT APPLICATION TO EXTEND
THE ALLOWABLE COMMENCEMENT DATE FOR 10 YEARS.
101 MASONS BEACH ROAD, LUNENBURG
PIDS 60388105, 60388097, 60053097**

Applicant	Stellar Investments Inc.
Land Owner	Stellar Investments Inc.
Proposal	Application to extend the allowable commencement date for 10 years.
Lot Area	PID 60388105 Lot 00-1 1.21 acres PID 60388097 Lot 00-2 1.16 acres PID 60053097 Lot 00-3 <u>7.24 acres</u> TOTAL 9.61 acres or 418,611.6 ft ²
Designation	Rural
Zone	Rural Residential (RR)
Surrounding uses	Recreation (Golf Course), vacant lands, residential, tourist accommodations
Heritage	Not a designated heritage property, or within an area of architectural control or heritage conservation district.

1. FACTS

A. Background

On 5 April 2001, the Town entered into a development agreement with Stellar Investments Inc. to allow for the construction of a 120 bed resort hotel, 60 condominium units, 30 unit apartment building along with associated facilities such as a restaurant, conference room, spa, pools, etc. on three lots at 101 Masons Beach Road.

The agreement was negotiated under the policies of the 1996 Municipal Planning Strategy, as amended, which is in effect today. The agreement was found to meet the

intent of the Municipal Planning Strategy and, therefore, was approved and entered into by Town Council.



Figure 1. Three subject lots, showing home at 101 Masons Beach Road

As noted in the application of 22 March 2021, Timothy Reibling, President, Stellar Investments Inc., has requested a 10 year extension to the existing 10 year commencement timeframe. Under the 2011 agreement, commencement of construction was to begin by 5 April 2021. Mr. Reibling noted the delay in construction was as a result of several factors including the downturn in the economy after the 2008 global crisis and the rise in popularity of short term rentals. He related that his late father, Guenther Riebling, former president of the business, expressed interest in beginning the project just prior to his passing in 2020. Stellar Investments Inc. wishes to evaluate the feasibility of the proposal and requests a 10 year extension to the commencement timeframe. The applicaiton is found in Schdule A. The exsiting development agreement is found in Schedules B and C.

B. Proposal

The request is for a change to the allowable timeframe for construction to begin. If a 10 year extension is granted, then construction for the uses permitted would have to begin within 10 years of the signing of the amended development agreement. If not, the amending development agreement would need to be further amended under Part 9. Termination of Agreement.

The uses permitted are set out in Part 1 Use of the development agreement, shown below:

- 1. Use**
That the development on the properties described in Schedule A shall be limited to:
- (a) those uses specified as permitted uses in Section 8.1 (a) and 8.1 (b) of the Land Use By-law; and
 - (b) the use of the properties for the development of :
 - a one hundred and twenty (120) bed resort hotel; and
 - sixty (60) residential condominium units; and
 - thirty (30) apartments; and
 - other facilities ordinarily associated with a business centre, hotel or condominium complex including without limiting the generality of the foregoing a restaurant, conference rooms, club house, tennis courts, recreation and business centre facilities, spa and indoor/outdoor pool,in accordance with the terms of this agreement and as set out in Schedules B and C. All uses or phases need not be constructed by the developer; and
 - (c) except as otherwise provided in this agreement, the provisions of the Land Use By-law apply to any development undertaken pursuant to this agreement.

Part 9 gives Council flexibility to discharge the agreement, in which case the Land Use By-law would regulate development. 9.b. sets out that Council may discharge if no use has commenced within 60 months (5 years) of the date of the agreement (5 April 2011). Council may also discharge if there is no use listed in 1.b for a period of 60 months or longer. Council can discharge if there has been material misrepresentation of the facts by the developer. Council has not taken any actions toward discharging the agreement.

2. ISSUES AND OPTIONS

Relevant Policies

It is important to note that enabling policies 6.4 and 6.5 remain unchanged since 2011. Policy 6.4 enables Council's consideration of multi-unit dwellings in the Rural Residential (RR) Zone through the development agreement approval process. The development is to be in accordance with Policy 5.12. Implementation Policy 5.12 was amended in 2013 as Policy 5.12 A. Policy 6.5 enables Council's consideration of tourist accommodations in the Rural Residential (RR) Zone through the development agreement approval process. The development is to be in accordance with implementation Policies 19.8 and 19.9, which have remained unchanged. Municipal Planning Strategy Policy 5.9 allows Council to consider multi-unit dwellings through the development agreement approval process.

There has been little change in the area and conditions over the last 10 years. No changes are requested or proposed for the development. While the Land Use By-law was updated in 2012, there is virtually no change to the uses or zone standards. The PAC minutes of 21 September 2010 are attached as Schedule D. The minutes contain input received at the Public Information Session, a positive recommendation to Council, as well as the planning report dated 27 August 2010. The planning report contains the analysis with the above referenced policies. It should be noted that the

development agreement was subsequently revised after the PAC meeting. A recent analysis of the implementation policies can be found in Schedule E.

B. Requests for Comments

A staff development meeting was held via Zoom between Planning and Engineering staff on 10 May 2021 as part of this review process. Clarification was provided regarding the impacts of storm events on the sewage treatment plant capacity, measures the Town is taking to mitigate impacts (e.g., continuing capital work on separation of combined sewers, flood risk modeling, sewage treatment plant upgrades, etc.), and servicing. Information contributed to the analysis in Schedule E.

C. Issues Identified

Council deemed the proposal to meet the intent of the Municipal Planning Strategy and subsequently entered into the development agreement in 2011. The enabling and implementation policies are the same except for Policy 5.12. Policy 5.12A is used when considering proposals for new construction of multi-unit residential buildings by development agreement. The intent is to ensure that there is adequate area, green space, buffering, and site design. The development agreement meets the intent of Policy 5.12A.

The capacity of the sewage treatment plant during storm events has been an on-going issue that the Town has committed great resources in addressing and is making progress. It is a top priority of Council. It should be noted that there were these issues during storm events in 2011 when the original development agreement was entered into.

There are factors such as driveway approvals, connections to the sewer and water services, and determination of need and possible road upgrades that will be dealt with at the point of development permit application, which may or may not impact the Town budgeting process. The Town is under no obligation to upgrade the roadway to put in a turning lane, for example. It will be the decision of Council as to whether it wishes to invest in infrastructure upgrades to facilitate development.

This is a significant development proposal for Lunenburg. It would provide much needed housing and choice in terms of renting or owning a condominium unit in a multi-unit building. It would also provide additional tourist accommodations and associated services at the hotel resort.

The main issue is whether Council wishes to extend the commencement timeframe given that 10 years has already passed since the signing of the agreement. The minutes of the 7 December 2010 Council meeting noted that construction may take 15 – 20 years. However, in its approval, Council chose to limit the term to 10 years in Part 9 of the DA, which meant that construction was to commence within 10 years of the signing of the agreement. The 10 year commencement is a long time, however, this is a large development that will be built out over time. The condominium component adds a layer of complexity as a number of units will need to be purchased

in advance. Today one must consider the current global pandemic's impact on the economy, which includes constraints regarding the availability and cost of construction materials and the ability of the applicants to commence such large project from afar. Should Council not wish to extend the commencement for another 10 years, a shorter time frame, such as 5 – 7 years, is reasonable.

The draft planning documents of Project Lunenburg are not in effect so this application must be considered under the current 1996 Municipal Planning Strategy, as amended.

If the development agreement is amended, Part 1. Use, subsection (b) should be revised to reference multi-unit dwellings rather than condominium units and apartments.

D. Options

In response to the application PAC may:

1. Recommend that the Council discharge the development agreement by resolution of Council pursuant to subsection 229(2) of the *Municipal Government Act*, whereupon the Land Use By-law shall apply and as set out in Part 9. Termination of Agreement, subsection (a).

2. Recommend that Council amend the development agreement:

2.1 to allow for a 10 year extension to commencement by amending Part 9. Termination of Agreement as follows:

a. In the first paragraph, after *commences more than*, delete “10” and insert “20” before *years from the date of this agreement*;

b. In the first paragraph, after *this agreement requires* delete “an” and insert “a further” before *amending agreement*;

c. In the third line of 9.(b), after *sixty (60) months of the date of this* insert “amending” before *agreement*;

d. In the third line of 9.(c), after *sixty (60) months or longer* insert “(which period is fully after the date of the amending agreement)”;

AND

2.2 to reference multi-unit dwellings in 1. Use as follows:

a. after *bed resort hotel*; and delete

- sixty (60) residential condominium units: and
- thirty (30) apartments

insert

- multi-unit dwelling with sixty (60) units (shown as Building C); and

- multi-unit dwelling with thirty (30) units (shown as Building D);
and
- before
- *other facilities ordinarily*

3. Recommend that Council amend the development agreement to allow for an extension for lesser period of time than 10 years for commencement by amending Part 9. Termination of Agreement in a similar manner as in Recommendation 2 (above):

4. Recommend that Council refuse the application as it does not to carry out the intent of the Municipal Planning Strategy and give specific reasons as to why it does not meet the intent.

5. Provide alternative direction, such as requesting further information on a specific topic.

3. FINANCIAL IMPACT

None at this time.

4. STRATEGIC PLAN RELEVANCE

This project is in keeping with the following Comprehensive Community Plan's Strategic Directions and Goals:

Community Structure: A town that accommodates growth and change in a well-planned way that is respectful of its layered past and creates opportunities for its long-term future (CCP, pg 17).

Housing: A town that offers a wide range of high quality and affordable housing options (CCP, pg 40).

5. RECOMMENDATION

Staff have completed a review the Stellar Investments Inc. application to amend the development agreement with the Town to extend commencement a further 10 years.

The proposal is consistent with the Town's residential development and rural residential tourist accommodation policies and meets the intent of the Municipal Planning Strategy.

OPTION 2.

IT IS RECOMMEDED THAT the Planning Advisory Committee recommend that Council amend the development agreement for 101 Mason Beach Road, PIDS 60388105, 60388097, 60053097 dated 5 April 2011 and registered in the Lunenburg County Land Registration system as Documents 98138185 and 98133375 to allow for

a 10 year extension to commencement by amending Part 9. Termination of Agreement and referencing multi-unit dwellings in 1. Use as set out below:

A. to allow for a 10 year extension to commencement by amending Part 9. Termination of Agreement as follows:

- a. In the first paragraph, after *commences more than*, delete “10” and insert “20” before *years from the date of this agreement*;
- b. In the first paragraph, after *this agreement requires* delete “an” and insert “a further” before *amending agreement*;
- c. In the third line of 9.(b), after *sixty (60) months of the date of this* insert “amending” before *agreement*;
- d. In the third line of 9.(c), after *sixty (60) months or longer* insert “(which period is fully after the date of the amending agreement)”;

AND

B. to reference multi-unit dwellings in 1. Use as follows:

- a. after *bed resort hotel*; and delete
 - sixty (60) residential condominium units: and
 - thirty (30) apartmentsinsert
 - multi-unit dwelling with sixty (60) units (shown as Building C); and
 - multi-unit dwelling with thirty (30) units (shown as Building D); andbefore
 - *other facilities ordinarily ...*

AND give First Reading and set a Public Hearing date.

6. SCHEDULES

Schedule A, Application

Schedule B, 2011 Development Agreement text document

Schedule C, 2011 Development Agreement plans

Schedule D, Planning Advisory Committee minutes of 21 September 2010
containing the planning report dated 27 August 2010.

Schedule E, Policies Analysis

Schedule F, Development Agreement Approval Process

Schedule G, Draft amending development agreement dated 12 May 2021


Town of Lunenburg Planning Application for Development Agreements

PLEASE NOTE THAT ALL INFORMATION PROVIDED IS PUBLIC INFORMATION

APPLICANT INFORMATION	REGISTERED OWNER OF PROPERTY
Name: Stellar Investments Inc.	Name: Stellar Investments Inc.
Company Name (same)	Company Name: (same)
Mailing Address: PO Box 849, Lunenburg, NS B0J 2C0	Mailing Address: PO Box 849, Lunenburg, NS B0J 2C0
Email: c/o Timothy Reibling, President treibling@tigroup.us	Email: same as applicant
Phone	Phone
Cell 902-527-6376	Cell 902-527-6376

PLEASE NOTE: If you are not the registered owner of the property, include a letter of authorization from the owner with your application.

PROPERTY INFORMATION	APPLICATION CHECKLIST
Civic Address: 101 Masons Beach Road	<input checked="" type="checkbox"/> Copy of Deed
PID: 60053097, 60388097, & 60388105	<input type="checkbox"/> Survey Plan or Equivalent
Present Use of Property: no active use	<input checked="" type="checkbox"/> A Letter Explaining the Proposal
Proposed Use of Property: as referred to in Development Agreement dated April 5, 2011	<input checked="" type="checkbox"/> Application and Advertising Fees \$945.15 (\$245.15 + \$700.00)

EXPLANATION OF PROPOSAL AND SIGNATURE
<p>A short explanation of your proposal (please include a detailed letter with a full explanation)</p> <p>Applying for an amending Agreement to extend the times referred to in clause 9 of the Development Agreement</p>
<p>By submitting this application I affirm that the facts set forth are true and complete.</p> <p style="text-align: center;">Stellar Investments Inc.</p> <p>Name (printed): <u>Timothy Reibling</u> Signature: <u></u> Date: <u>3/22/2021</u></p>

OFFICE USE ONLY: Type of DA Application: Substantial Amendment Date received:

Stellar Investments Inc.

March 22, 2021

Dawn Sutherland
Manager of Planning and Development
Town of Lunenburg
119 Cumberland Street
Lunenburg, NS BoJ 2Co

Dear Ms. Sutherland:

Re: Development Agreement Application – Stellar Investments Inc.

Stellar Investments Inc. entered into a Development Agreement with the Town of Lunenburg which is dated the 5th day of April, 2011. The first recital in the Agreement states:

“WHEREAS the Developer wishes to operate a resort hotel, condominium units and an apartment building on three lots described in Schedule A, located at 101 Masons Beach Road, and identified as Land Information Service Parcel Identifier #'s 60053097, 60388097, and 60388105; ... ”

No construction has been commenced to date. Stellar Investments Inc. owned by the Estate of the late Guenther and Susan Reibling is requesting that the current development agreement in place be extended an additional 10 years, keeping the current terms in place. The project “The Top” proposed at Masons Beach in Lunenburg was delayed by Guenther Reibling due to several factors including the worldwide economic crisis of 2008 and the rise of vacation rental platforms such as VRBO and AirBNB that have the potential to change the dynamic of the proposed project. Before Mr. Reibling’s passing in July 2020 he expressed interest in focusing on this project as he recently sold his company in the United States and was ready to tackle this project with his sons in his retirement. The Estate believes there is a housing shortage in Lunenburg and elements of this project make sense to develop. It is our intention to continue to evaluate the feasibility of “The Top” project proposed for Masons Beach as designed and kindly request that you extend the in-place development agreement another 10 years.

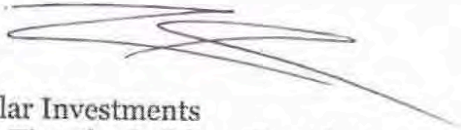
The company wishes to make application to amend **clause 9** of the existing Development Agreement as follows:

1. Change 10 years in the first paragraph to 20 years and insert the word “further” before the words “amending agreement”;
2. In the third line of paragraph (b), change “date of this agreement” to “date of the amending agreement”; and
3. In the third line of paragraph (c), insert the words “(which period is fully after the date of the amending agreement)” after the word “longer”.

Attached to this letter is an Application and a Cheque to the Town of Lunenburg in the amount of \$945.15 for Application and Advertising Fees as well as a copy of the Deed.

Should anything further be required in this process, please do not hesitate to contact the undersigned.

Yours very truly,



Stellar Investments
Per: Timothy Reibling, President
Email: treibling@tigroup.us
Phone Number: 902-527-6376

Z:\PAB - WIP\1 - OPEN\Stellar Investments Inc. - Development Agreement\Letter to Dawn Sutherland March 22, 2021.docx

Form 26

Purpose: to record an interest in a parcel; or
to record a power of attorney in the power of attorney roll

Registration district: Lunenburg
Submitter's user number: 1728
Submitter's name: John R. Cameron

For Office Use

LUNENBURG COUNTY LAND REGISTRATION OFFICE I certify that this document was registered as shown here. Joan Plunkett, Registrar	
98133185	LR <input checked="" type="checkbox"/> ROD <input type="checkbox"/>
Document #	
APR 13 2011	15:30
MM DD YYYY	Time

In the matter of Parcel Identification Number (PID)

PID	60053097	60388097
PID	60388105	

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

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

See Document Attachment:

Document # 98133375

This form is submitted to record the attached document (select applicable box):

- in the parcel register as a recorded interest
- in the power of attorney roll
- in the power of attorney roll as a duplication of a power of attorney registered under the *Registry Act*

The following information relates to the interest being recorded:

Instrument type	Agreement re Use of Land (Development Agreement)
Expiry date (if applicable)	
Interest holder and type to be added (if applicable) Note: include qualifier (e.g., estate of, executor, trustee, personal representative) if applicable	Town of Lunenburg Party to Agreement
Mailing address of interest holder to be added (for power of attorney, provide mailing address for donee)	P.O. Box 129 Lunenburg, Nova Scotia, B0J 2C0

May 4, 2009

Name and mailing address power of attorney donor to be added (if applicable)	
Name and mailing address power of attorney donee to be added (if applicable)	
Reference to related instrument in names-based roll/parcel register (if applicable) (for power of attorney to be duplicated, insert document/instrument number/year; include book/page if applicable)	

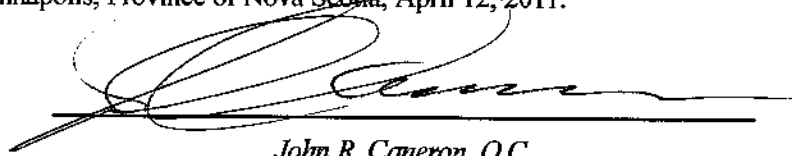
The textual qualifications in the above-noted parcel register(s) are to be changed as follows:

Textual qualification on title to be removed (insert any existing textual description being changed, added to or altered in any way)	
Textual qualification on title to be added (insert replacement textual qualification)	

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 Bridgetown, in the County of Annapolis, Province of Nova Scotia, April 12, 2011.



John R. Cameron, Q.C.

Name: John R. Cameron, Q.C.

Address: 5 Victoria Street, P.O. Box 70,
Bridgetown, Nova Scotia, B0S 1C0

Phone: 902 665-5035

E-mail: jrcaeronlaw@ns.alliantzinc.ca

Fax: 902 665-5037

- 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.

May 4, 2009

This Development Agreement made this 5th day of ^{April} ~~January~~, A. D., 2011

BETWEEN: Stellar Investments Inc.,
hereinafter called the "DEVELOPER"
OF THE ONE PART

AND

Town of Lunenburg, a municipal body corporate pursuant to the
Municipal Government Act
hereinafter called the "TOWN"
OF THE OTHER PART

WHEREAS the Developer wishes to operate a resort hotel, condominium units and an apartment building on three lots described in Schedule A, located at 101 Masons Beach Road, and identified as Land Information Service Parcel Identifier #'s 60053097, 60388097, and 60388105; and

WHEREAS the properties described in Schedule A are situated within an area designated Rural on the Future Land Use Map of the Municipal Planning Strategy (1996), and zoned Rural Residential (RR), on the Zoning Map of the Land Use By-law (1996); and

WHEREAS Policy 6.4 of the Municipal Planning Strategy requires that multi-unit dwellings be considered only by development agreement in the Rural Residential (RR) Zone, and policy 6.5 of the Municipal Planning Strategy requires that tourist accommodations be considered only by development agreement and Part 8 of the Land Use By-law provides that multi-unit residential uses and tourist accommodations be considered only by development agreement in the Rural Residential (RR) Zone; and

WHEREAS the Town by resolution of Town Council passed at a meeting on December 7, 2010, approved the proposed development subject to the execution of this development agreement by the parties hereto; and

WHEREAS the Developer is the owner of the properties described in Schedule A;

Now this agreement witnesseth that in consideration of the foregoing recitals and for other good and valuable consideration the parties hereto agree as follows:

1. Use

That the development on the properties described in Schedule A shall be limited to:

- (a) those uses specified as permitted uses in Section 8.1 (a) and 8.1 (b) of the Land Use By-law; and
- (b) the use of the properties for the development of :
 - a one hundred and twenty (120) bed resort hotel; and
 - sixty (60) residential condominium units; and
 - thirty (30) apartments; and
 - other facilities ordinarily associated with a business centre, hotel or condominium complex including without limiting the generality of the foregoing a restaurant, conference rooms, club house, tennis courts, recreation and business centre facilities, spa and indoor/outdoor pool,in accordance with the terms of this agreement and as set out in Schedules B and C. All uses or phases need not be constructed by the developer; and
- (c) 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. Parking and Driveway Area

- (a) that driveways and a minimum of two hundred and twenty-seven (227) parking spaces be developed and maintained in a manner which meets the requirements of the Town Engineer and Traffic Authority, with a minimum of 227 parking spaces located in an underground parking garage approximately as shown on Schedule B; and
- (b) that the driveways and parking area be surfaced to prevent the raising of dust due to wind or vehicular movement and that these areas be resurfaced or treated from time to time to ensure that dust will not be generated; and
- (c) that a minimum of two entrances/exits be provided to the development and that each entrance/exit have the approval of the Town Engineer and Traffic Authority

3. Landscaping, Lighting and Screening

- (a) that any exterior lighting be limited to lighting for safety and security only, and be focused on the lands that are the subject of this agreement so as to minimize the illumination of surrounding areas, and be located so that nearby properties and streets are not illuminated to the extent that a hazard or nuisance will result;

- (b) that landscaping in keeping with the nearby golf course and the neighborhood be developed and maintained on all portions of the property which are not built on; and more particularly that the landscaping be substantially as provided on the landscaping plan annexed as Schedule D; and
- (c) that all equipment, parts or waste material be located below ground in association with the parking garage or be screened from the public view.

4. Exterior Appearance of the Structures

- (a) that the exterior appearance of the structures be approximately as shown on Schedule C; and
- (b) that the maximum height of the buildings, as "height" is defined in the Land Use By-law, be sixty-five (65) feet.

5. Signs

- (a) that a maximum of two (2) temporary advertising signs each with a maximum sign area of 3.5 square metres (40 sq. ft.) be permitted on the property. The temporary signs must be removed within thirty-six (36) months of the issuance of the occupancy permit for the hotel, condominiums and apartment structures; and
- (b) that a maximum of two (2) permanent signs each with a maximum sign area of 3.5 square metres (40 sq. ft.) be permitted on the property.

6. Servicing

- (a) that fire flows are to be evaluated and deemed satisfactory by the Town Engineer at the time application is made for a building permit; and
- (b) that a storm drainage plan which is deemed satisfactory by the Town Engineer is provided before a development permit is issued; and
- (c) that any changes to Masons Beach Road in the immediate area of 101 Masons Beach Road that are required by the Traffic Authority and Town Engineer to accommodate the proposed development be carried out prior to a development permit being approved.

7. Maintenance

- (a) that the buildings be kept in good repair, and the exposed exterior surface painted or treated as may be necessary, so that the building is maintained in a tidy and attractive state; and
- (b) that all fences, retaining walls, lawns, trees, shrubs, gardens, and other landscaping elements be regularly maintained and any undeveloped, unused portions of the lot shall be kept in a tidy state and free from unkempt materials or matter of any kind.

8. Changes and Alterations

- (a) that all matters in this agreement not specified in Subclause 8 (b) below are non-substantial matters which may be changed or altered without a public hearing, but with the written consent of Town Council, provided that Town Council determines that the changes do not significantly alter the intended effect of these aspects of the agreement.
- (b) that the following matters are substantial matters and may not be changed or altered except by amendment to this agreement in the form of a further development agreement incorporating the intended change:
 - (I) the maximum number of rental units within the hotel; and
 - (II) the maximum number of residential condominium units; and
 - (III) the maximum number of one-bedroom apartments.

9. Termination of Agreement

In this clause, commencement of a use means commencement of construction for that use; discontinuance of a use includes an interruption in construction of that use; development may be phased; any development which commences more than 10 years from the date of this agreement requires an amending agreement.

- (a) that this agreement shall be in effect until discharged by resolution of the Council of the Town pursuant to subsection 229(2) of the *Municipal Government Act*, whereupon the Land Use By-law shall apply to the lands described in Schedule A; and
- (b) that the Town of Lunenburg may discharge this development agreement if no use described herein has been commenced within sixty (60) months of the date of this agreement; and
- (c) that the Town of Lunenburg may discharge this development agreement if there is no use described in Section 1 (b) for a period of sixty (60) months or longer; and
- (d) that the Town of Lunenburg retains the option of discharging this development agreement should any fact provided by the developer to the Town constitute a material misrepresentation of the facts.

10. Other

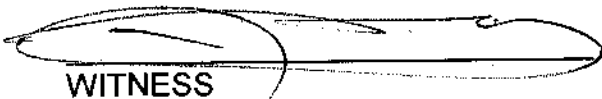
That this agreement shall enure to the benefit of, and be binding upon the Town and its successors and assigns and shall enure to the benefit of and be binding upon the Developer, its successors and assigns and the owner or owners from time to time of the property described in Schedule A, until discharged.

11. Compliance with Other By-laws and Regulations

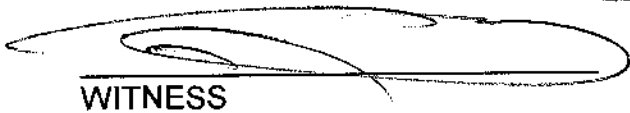
That nothing in this agreement shall exempt the Developer from complying with other By-laws or Regulations in force within the Town, including the Building Code By-law, or from obtaining any Federal, Provincial or Municipal license, permission, permit, authority or approval required.


12. Ownership

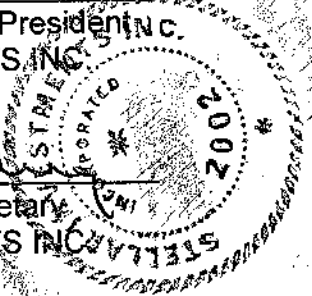
We hereby certify that Stellar Investments Inc. is the sole owner of the property described in the attached Schedule A, having received the deed from Guenther Reibling and Susan J. Reibling, dated July 2, 2003, and recorded at the Bridgewater Registry of Deeds at Page 593 in Book 900 as Document #4029 on July 4, 2003. Stellar Investments Inc. has not disposed of any interest in the property and there are no judgements, mortgages or other liens or encumbrances affecting the property.


WITNESS


GUENTHER REIBLING, President
STELLAR INVESTMENTS INC.


WITNESS



SUSAN REIBLING, Secretary
STELLAR INVESTMENTS INC.



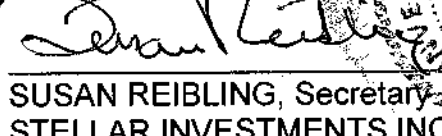
IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed by affixing their seals and corporate seals on the day and year first above written.

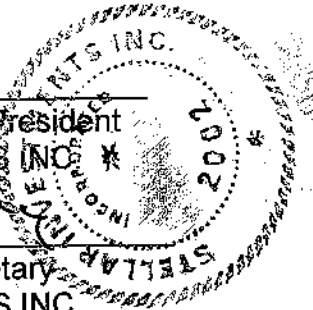
In the presence of:

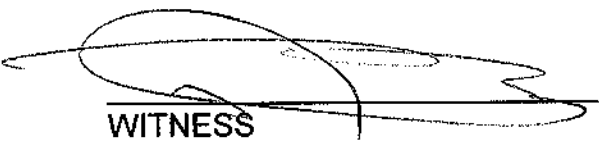

WITNESS

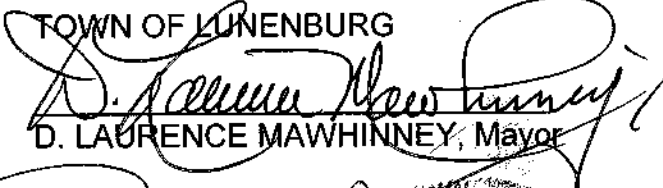

GUENTHER REIBLING, President
STELLAR INVESTMENTS INC.

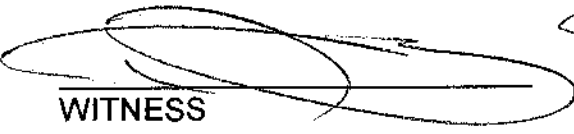

WITNESS


SUSAN REIBLING, Secretary
STELLAR INVESTMENTS INC.




WITNESS

TOWN OF LUNENBURG

D. LAURENCE MAWHINNEY, Mayor


WITNESS


BEA RENTON, Town Manager/Clerk



SCHEDULE "A"

(Lots 00-1, 00-2 and 00-3, Mason's Beach Road, Lunenburg)

All those lands and premises conveyed in a Warranty Deed dated the 14th day of May, 2002 from Sherman Zwicker to Gunther Reibling and Susan J. Reibling as recorded in Bridgewater Registry of Deeds Office on the 15th day of May, 2002 in Book 839 at Page 965 under Number 2880 and therein more particularly described as follows:

Nova Scotia Grid North

April 16, 2002

ALL those lots of land and premises situate at Masons Beach Road, in the Town of Lunenburg, in the County of Lunenburg, in the Province of Nova Scotia, and shown on a Plan of Survey 00-099, dated October 4, 2000, prepared by Turner Surveys, and being more particularly bounded and described as follows:

First

Lot 00-1A Lot of Land in the Town of Lunenburg

BEGINNING at a point marked by a survey marker (an iron bar with an identification cap) on the Southeastern side of the Masons Beach Road, a Public Street in the Town of Lunenburg, and having various widths, said survey marker being on a Southwest boundary of the former Edwin Kaulback property, occupied now by the Bluenose Golf Club, this survey marker being 13' more or less from the Southeast limit of the Masons Beach Road;

THENCE South 55° 05' 18" East along the Southwest boundary of the former Kaulback property, occupied by the Bluenose Golf Club 134.83' to a point marked by a survey marker;

THENCE South 55° 05' 18" East continuing along the Kaulback property occupied by the Bluenose Golf Club 196.30' to a point at the most Easterly corner of the herein described lot;

THENCE South 24° 19' 39" West along the Northwest boundary of the Kaulback property occupied by the Bluenose Golf Club 31.21' to a point marked by a survey marker;

THENCE South 24° 19' 39" West continuing along the Kaulback property occupied by the Bluenose Golf Club 124.29' to a point marked by a survey marker at the most Easterly corner of Lot 00-2, the property of Sherman F. H. Zwicker;

THENCE North 51° 30' 06" West along the Northeast boundary of Lot 00-2, 408.78' to a point marked by a survey marker on the Southeast limit of the Masons Beach Road;

THENCE North 50° 14' 05" East along the Southeast limit of the Masons Beach Road 131.98' to a point at the Northwest corner of the former Edwin Kaulback property occupied by the Bluenose Golf Club;

THENCE South 55° 05' 18" East along a Southwest boundary of the Kaulback property occupied by the Bluenose Golf Club 13.30' to the point of beginning.

The above described lot is all of Lot 00-1 shown on the aforementioned Plan of Survey and contains an area of 1.21 acres more or less and is part of the property referred to as "Windycrest".

For reference to title see a deed dated July 5, 1937, from Julia Selig et vir to F. Homer Zwicker and recorded at the Registry of Deeds Office, on September 22, 1937, in Book 103, Page 344.

Schedule "A" 

Sherman F. H. Zwicker acquired his interest in the above described lot of land by the Last Will and Testament of F. Homer Zwicker recorded at the Registry of Deeds Office, Bridgewater, in Book 399, Page 1009.

Second

Lot 00-2

A Lot of Land in the Town of Lunenburg Adjoining the First Lot Above Described

BEGINNING at a point marked by a survey marker (an iron bar with an identification cap) on the Southeast limit of the Masons Beach Road, a Public Street in the Town of Lunenburg, and having various widths, said survey marker being at the most Westerly corner of Lot 00-1, the property of Sherman F. H. Zwicker;

THENCE South 49° 37' 55" West along the Southeast limit of the Masons Beach Road 120.90' to a point marked by a survey marker at the North corner of Lot 00-3, the property of Sherman F. H. Zwicker;

THENCE South 52° 05' 11" East along the Northeast boundary of Lot 00-3, 460.89' to a point marked by a survey marker on a Northwest boundary of the former Edwin Kaulback property occupied by the Bluenose Golf Club;

THENCE North 24° 19' 39" East along the Kaulback property occupied by the Bluenose Golf Club 117.50' to a point marked by a survey marker at the South corner of Lot 00-1, the property of Sherman F. H. Zwicker;

THENCE North 51° 30' 00" West along the Southeast boundary of Lot 00-1, 408.75' to the point of beginning.

The above described lot is all of Lot 00-2 shown on the aforementioned Plan of Survey and contains an area of 1.16 acres more or less. The above described lot is part of the property referred to as "Windycrest".

For reference to title see Lot No. 1 described in deed dated May 21, 1937, from Daniel Smith et ux to F. Homer Zwicker, and recorded at the Registry of Deeds Office, on May 25, 1937, in Book 103, Page 185.

Sherman F. H. Zwicker acquired his interest in the above described lot of land by the Last Will and Testament of F. Homer Zwicker recorded at the Registry of Deeds Office, Bridgewater, in Book 399, Page 1009.

Third

Lot 00-3

A Lot of Land in the Town of Lunenburg Adjoining the Second Lot Herein Described

BEGINNING at a point marked by a survey marker (an iron bar with an identification cap) on the Southeast limit of the Masons Beach Road, a Public Street in the Town of Lunenburg, and having various widths, said survey marker being at the West corner of Lot 00-2, the property of Sherman F. H. Zwicker;

THENCE South 52° 05' 11" East along the Southwest boundary of Lot 00-2, 450.89' to a point marked by a survey marker on a Northwest boundary of the former Edwin Kaulback property occupied by the Bluenose Golf Course;

S.F.

THENCE South 23° 02' 57" West along the former Edwin Kaulback property occupied by the Bluenose Golf Course 418.01' to a point marked by a survey marker at the East corner of Lot 00-4, the property of Sherman F. H. Zwicker;

THENCE North 52° 57' 32" West along the Northeast boundary of Lot 00-4 marked by the remains of a wire fence, 499.20' to a point marked by a survey marker on the Southeast limit of the Masons Beach Road;

THENCE North 53° 17' 02" West along the limit of the Masons Beach Road 8.35' to a point marked by an iron pipe;

THENCE North 53° 17' 02" West continuing along the limit of the Masons Beach Road 5' more or less to a point on the Southeast limit of the Masons Beach Road;

THENCE in a Easterly direction following along the various courses of the Southeast limit of the Masons Beach Road 428' more or less to the point of beginning, a tie line between the last mentioned survey marker and the point of beginning being North 28° 24' 02" East 417.37'.

The above described lot is all of Lot 00-3 shown on the aforementioned Plan of Survey and contains an area of 7.24 acres more or less and a portion of the Zwicker house having Civic No. 101 is located on this lot, which is part of the property referred to as "Windycrest".

SUBJECT TO any easement that might exist in favour of the Lunenburg Electric Company for the overhead service line crossing the above described lot and located as shown on the aforementioned Plan of Survey.


For reference to title see a deed dated July 6, 1937, from Anna Bertha Young to F. Homer Zwicker, and recorded at the Registry of Deeds Office, on September 22, 1937, in Book 103, Page 345.

Sherman F. H. Zwicker acquired his interest in the above described lot of land by the Last Will and Testament of F. Homer Zwicker recorded at the Registry of Deeds Office, Bridgewater, in Book 399, Page 1009.



PROVINCE OF NOVA SCOTIA)
COUNTY OF LUNENBURG SS)

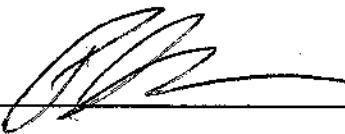
ON THIS 5 day of April, A.D. 2011, before me, the subscriber personally came and appeared, Patrick A. Burke, the subscribing witness to the foregoing Indenture, who, having been by me duly sworn, made oath and said that the **TOWN OF LUNENBURG**, a municipal body corporate, one of the parties thereto, caused the same to be executed in its name and on its behalf, and its corporate seal to be thereunto affixed by the Mayor and Town Manager/Clerk in his presence.



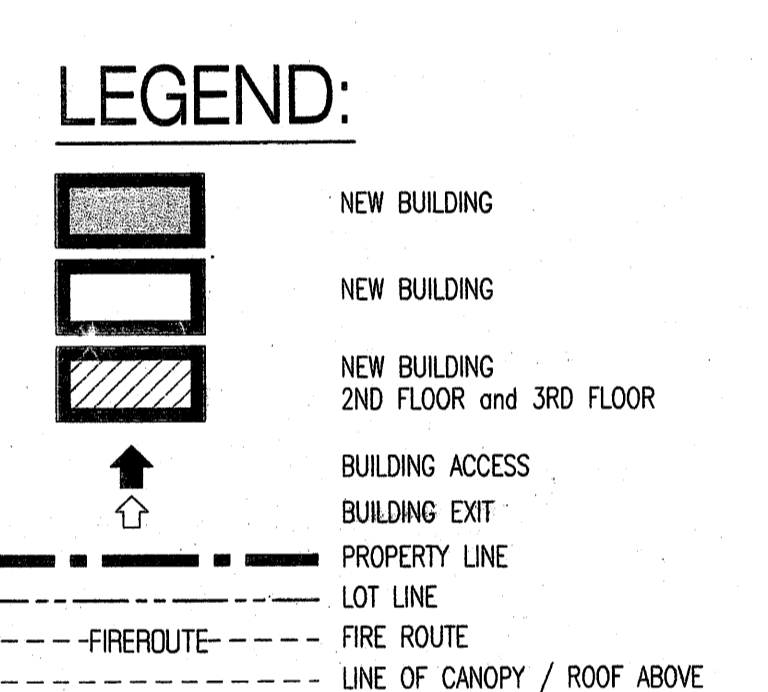
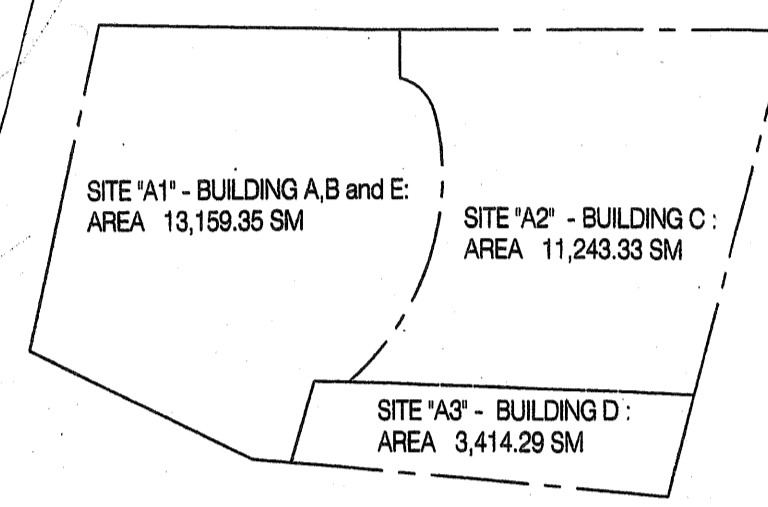
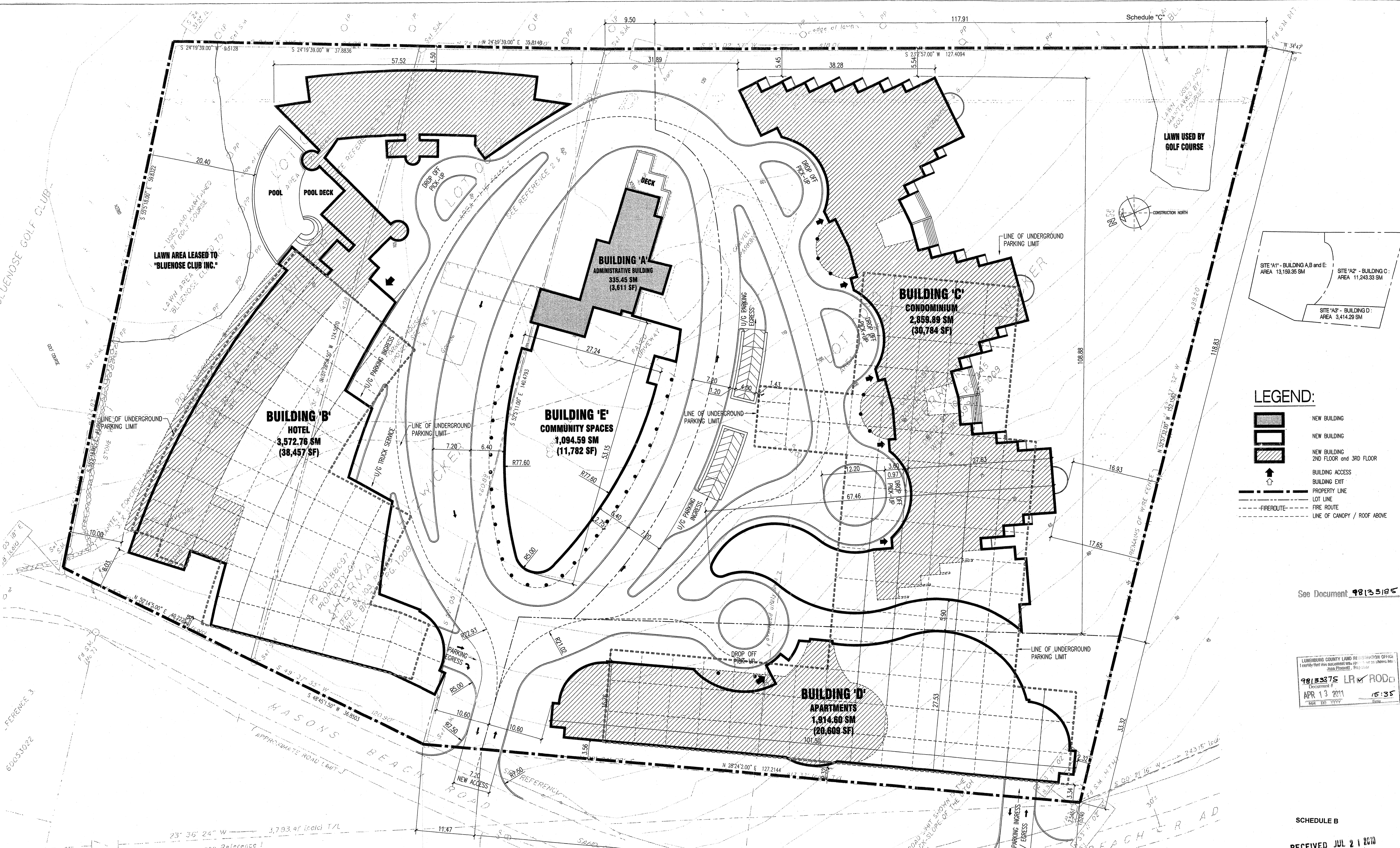
PETER JOHN HAUGHN
A Commissioner of the Supreme
Court of Nova Scotia

PROVINCE OF NOVA SCOTIA)
COUNTY OF LUNENBURG SS)

ON THIS 5 day of April, A.D. 2011, before me, the subscriber personally came and appeared, Patrick A. Burke, the subscribing witness to the foregoing Indenture, who, having been by me duly sworn, made oath and said that **STELLAR INVESTMENTS INC.**, a body corporate, one of the parties thereto, caused the same to be executed in its name and on its behalf, and its corporate seal to be thereunto affixed by its proper officers in his presence.



PETER JOHN HAUGHN
A Commissioner of the Supreme
Court of Nova Scotia



See Document 98133185

LUNenburg COUNTY LAND REGISTRATION OFFICE
I certify that this document was registered in accordance with the Land Registration Act, 1994.
98133375 LR ROD
Document #
APR 13 2011 15:35
REG. NO. 1994

STELLAR INVESTMENT INC.

"THE TOP" DEVELOPMENT

MASONS BEACH ROAD
LUNenburg, NOVA SCOTIA

PROJECT NO. 08160
SITE PLAN - A-101
DATE: JUNE 01, 2010
SCALE: 1" = 300'

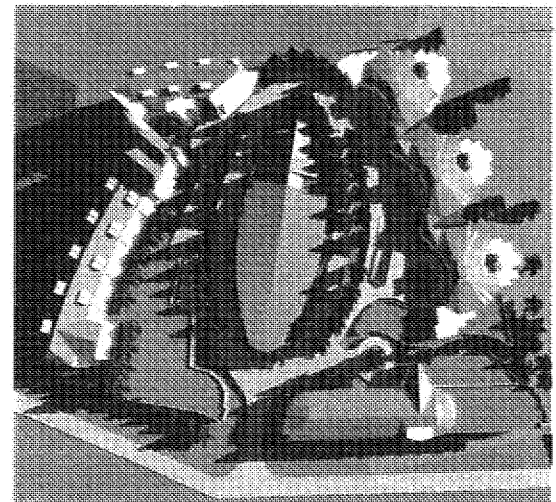
SCHEDULE B

RECEIVED JUL 21 2010

PETROFF PARTNERSHIP ARCHITECTS
PETROFF



STELLAR INVESTMENT INC



PETROFF PARTNERSHIP ARCHITECTS

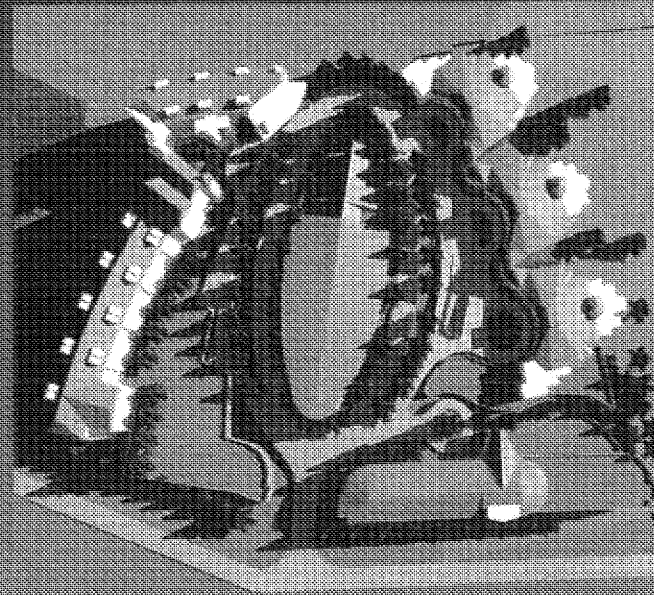
PETROFF

Planning Doc # 2010-34
 Planning Doc DA 2009-58

THE TOP

LUNENBURG NOVA SCOTIA

Schedule "C"



CONTEXT

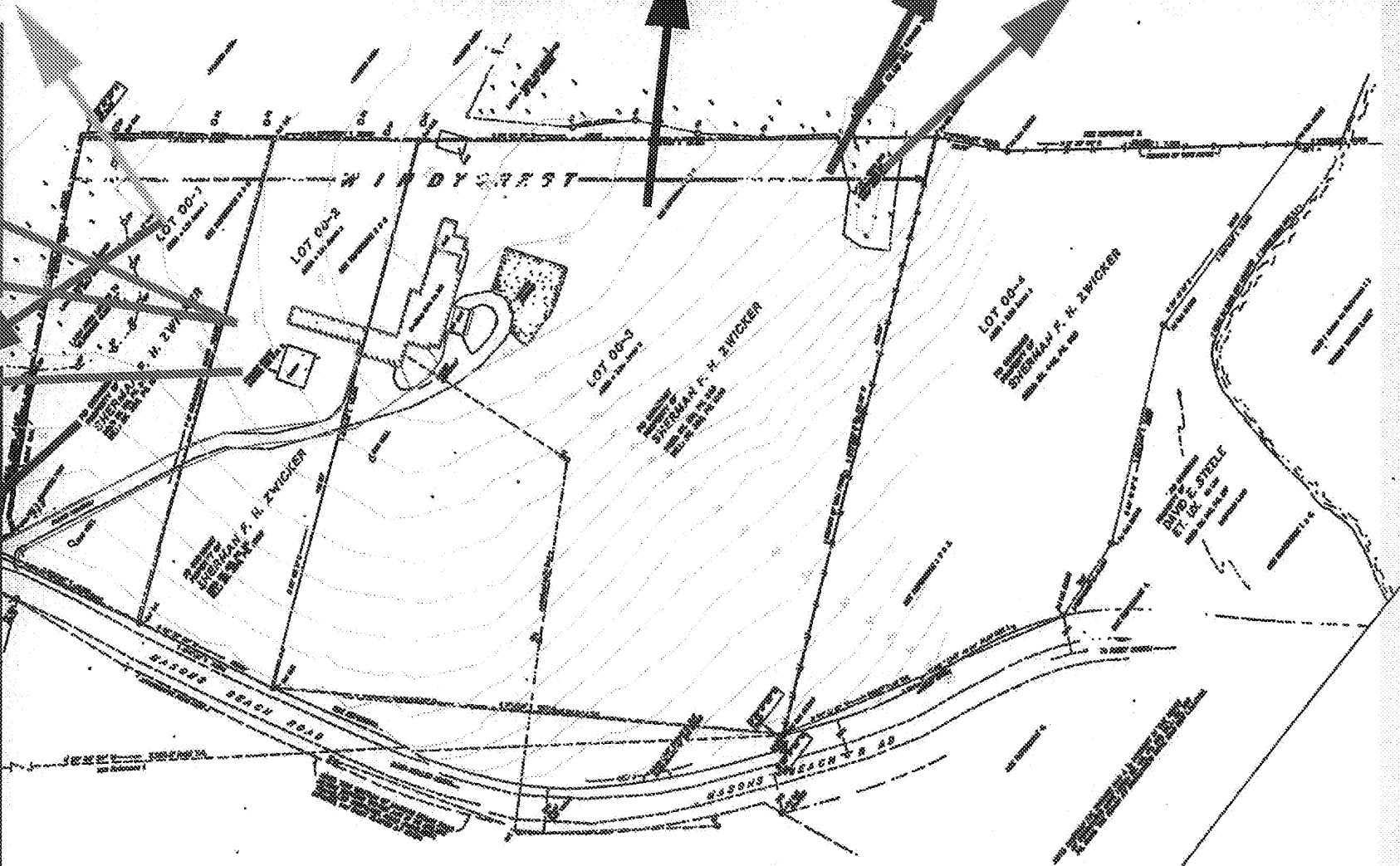
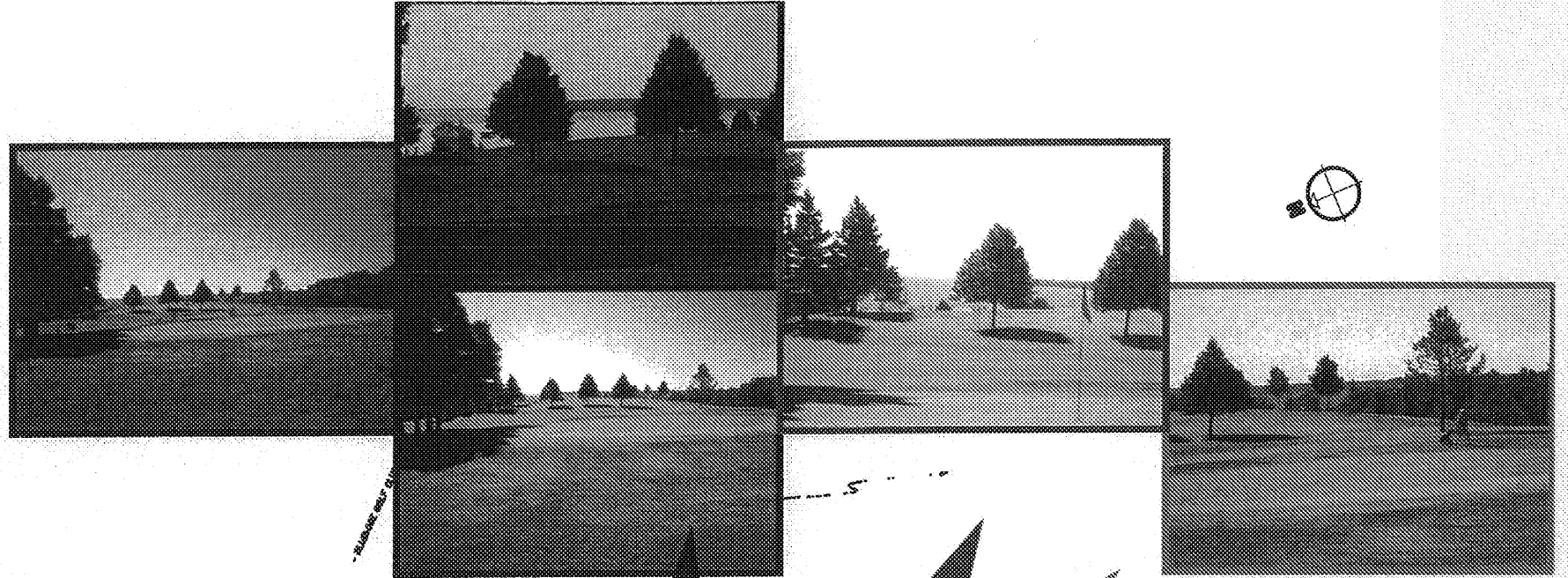
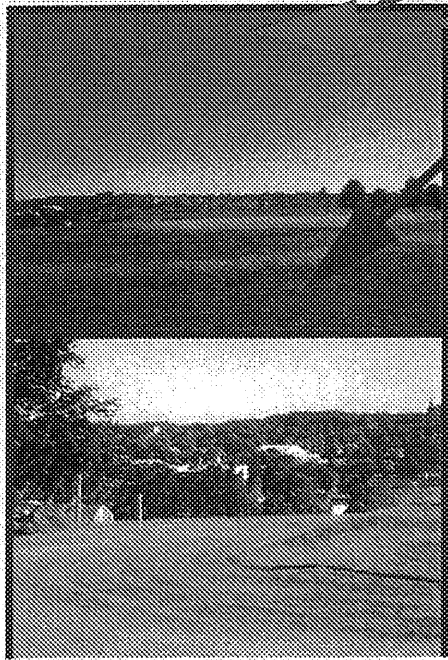
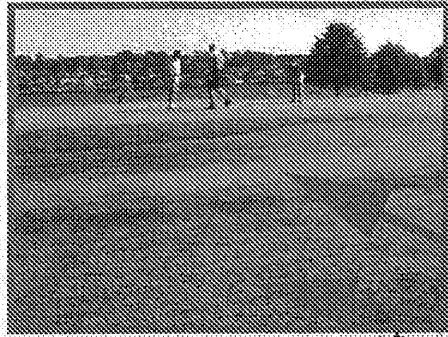
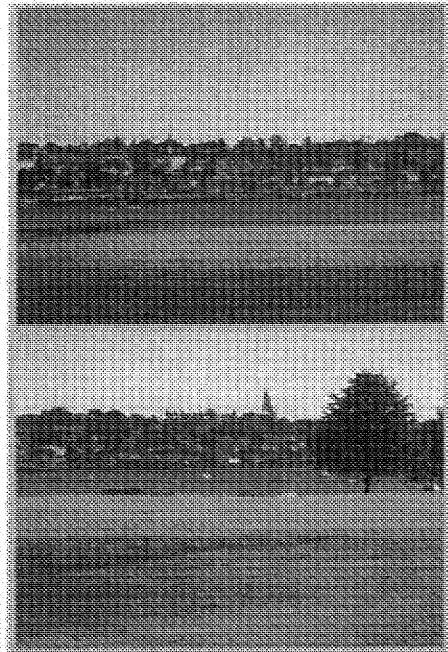
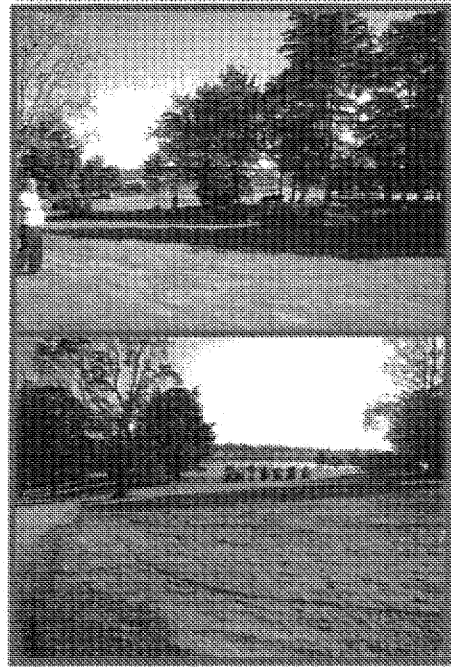
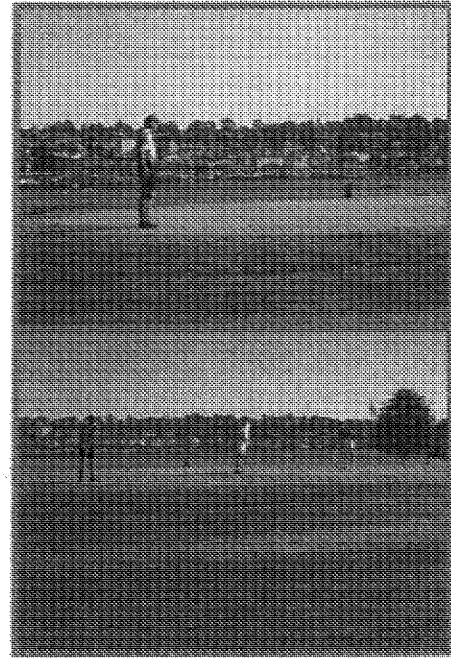
PETROFF PARTNERSHIP ARCHITECTS

PETROFF

THE TOP

LUNenburg NOVA SCOTIA

STELLAR INVESTMENT INC



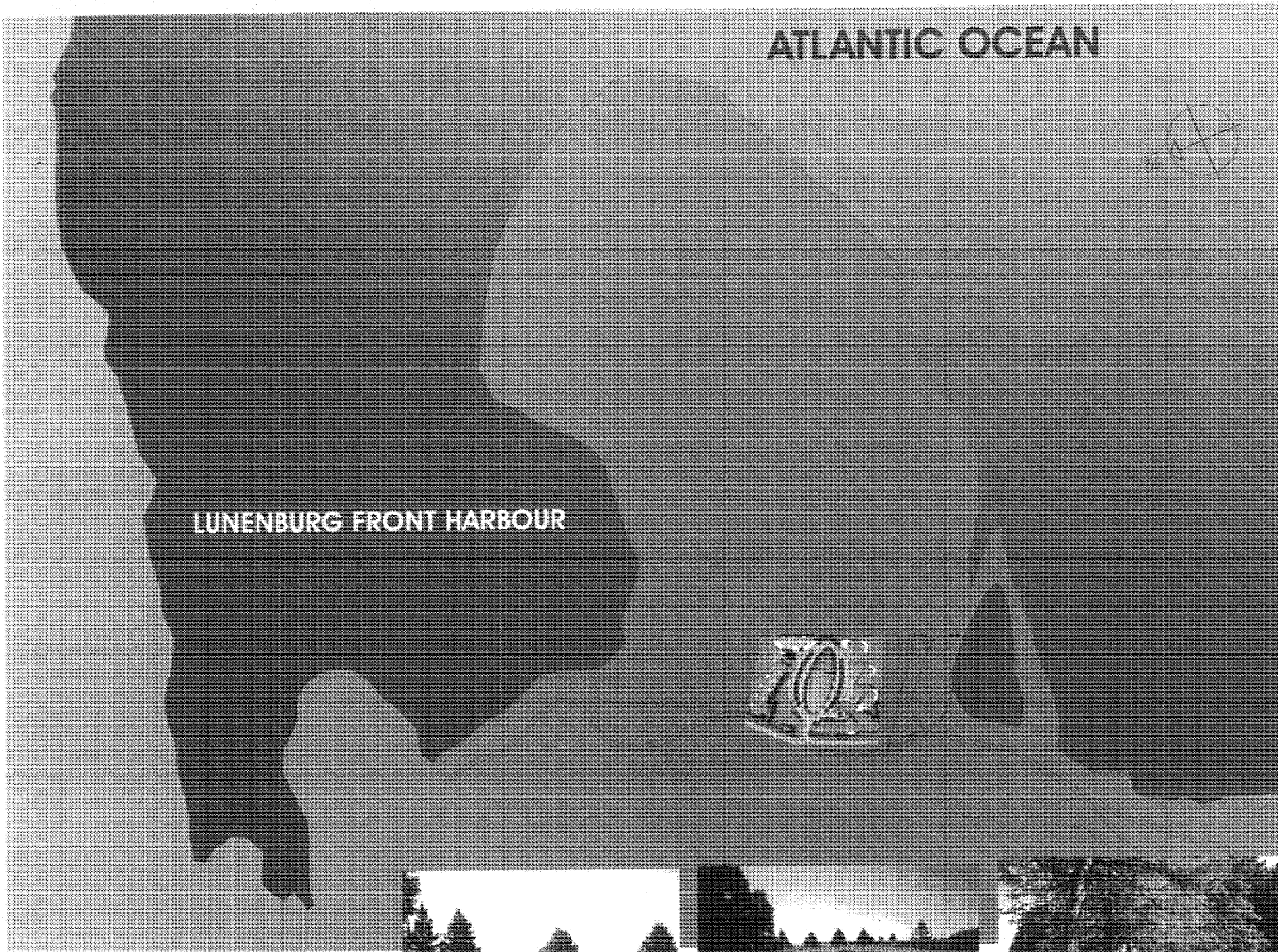
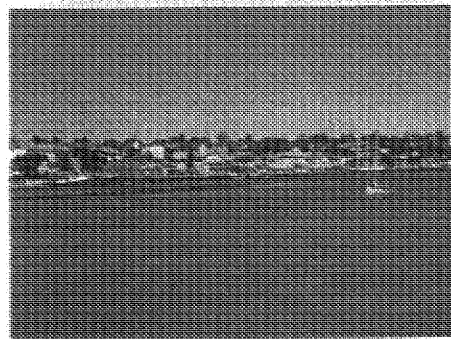
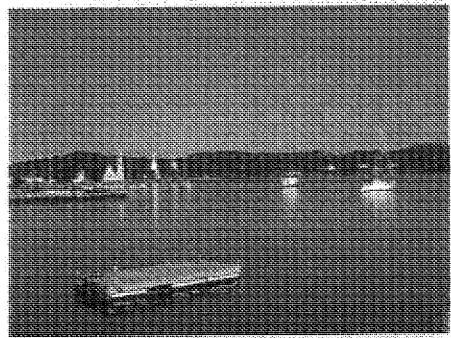
VIEWS FROM SITE LOCATION

STELLAR INVESTMENT INC
PETROFF PARTNERSHIP ARCHITECTS
PETROFF

THE 101:

LUNenburg NOVA SCOTIA

STELLAR INVESTMENT INC



ATLANTIC OCEAN

LUNENBURG FRONT HARBOUR

LOCATION

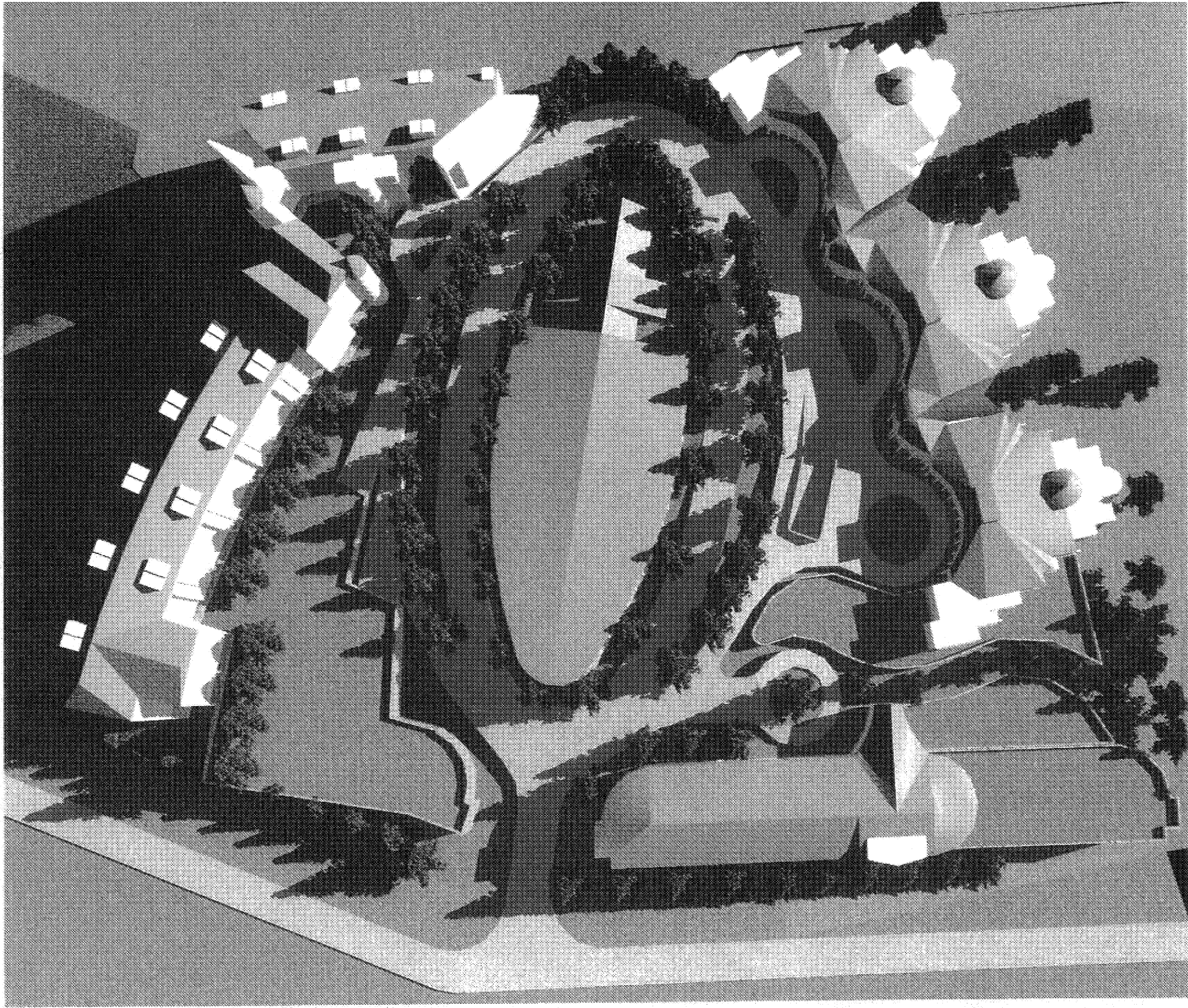
PETROFF PARTNERSHIP ARCHITECTS

PETROFF

THE TOP

LUNENBURG NOVA SCOTIA

STELLAR INVESTMENT INC



TOP VIEW

PETROFF PARTNERSHIP ARCHITECTS

PETROFF

THE TOP

LUNENBURG NOVA SCOTIA

STELLAR INVESTMENT INC

HOTEL COMPONENTS

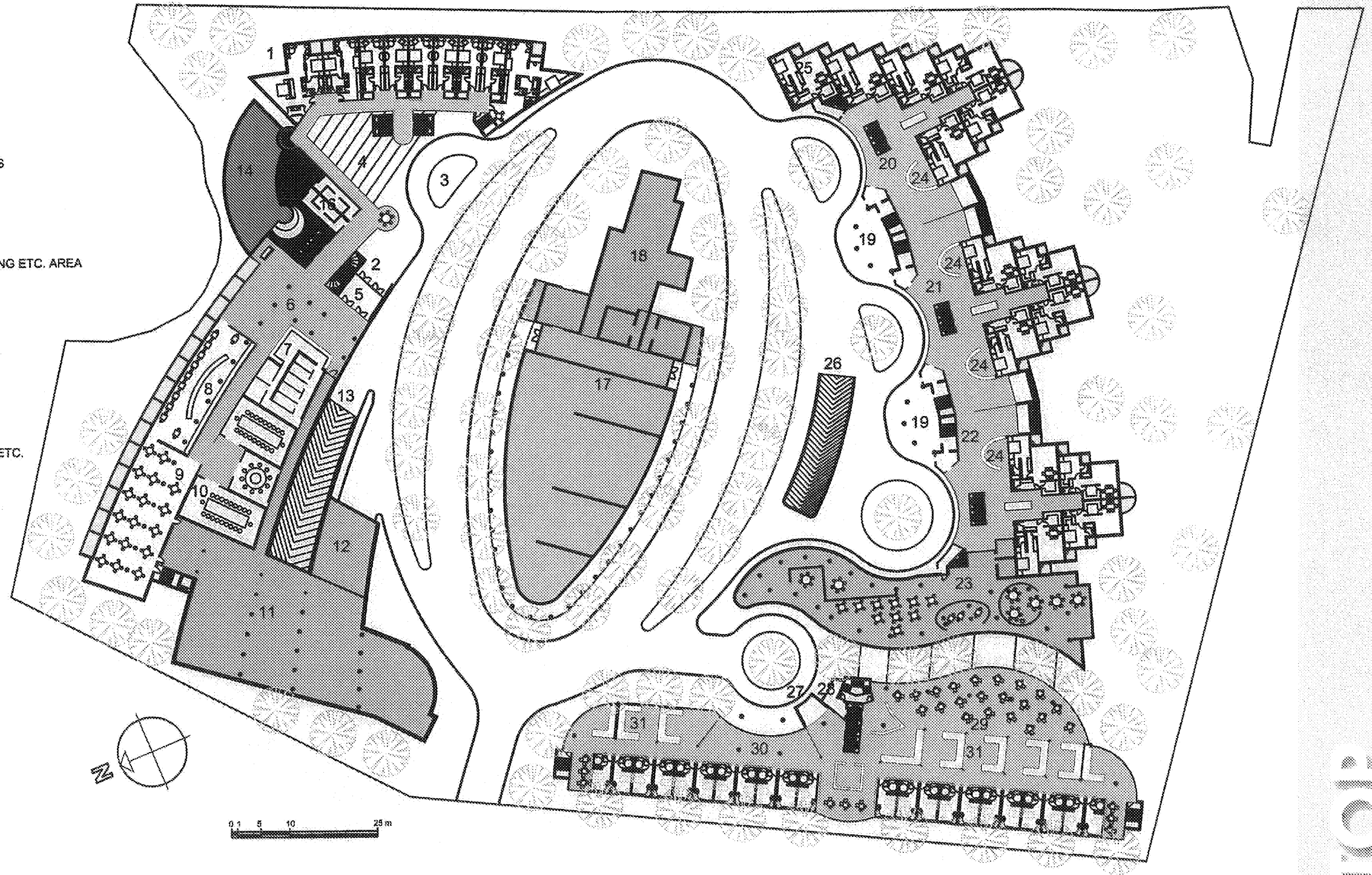
- 1 HOTEL PHASE 2
- 2 MAIN ENTRANCE
- 3 VEHICULAR ACCESS, DROP OFF-PICK UP
- 4 LANDSCAPED COURTYARD
- 5 VESTIBULE
- 6 MAIN LOBBY AND CIRCULATION AREA
- 7 FRONT DESK AND MANAGEMENT OFFICES
- 8 LOBBY BAR, LOUNGE AREA
- 9 RESTAURANT CAFE AREA
- 10 CONFERENCE MEETING ROOMS AREA
- 11 B.O.T.H. KITCHEN STAFF AREA
- 12 SHIPPING, RECEIVING GARBAGE HANDLING ETC. AREA
- 13 U.G. PARKING ACCESS-EGRESS RAMP
- 14 POOL
- 15 POOL DECK
- 16 CHANGING ROOMS

COMMON FACILITIES, RESIDENCES AND LONG TERM CARE

- 17 FITNESS, CARDIO MACHINES, EXERCISE ETC.
- 18 RESTAURANTS, SHOPS, ETC.
- 19 TERRACES
- 20 LOBBY OF PHASE 1
- 21 LOBBY OF PHASE 2
- 22 LOBBY OF PHASE 3
- 23 PARTIES, GAMES, CONTRACT BRIDGE, TV LOUNGES ETC.
- 24 CONCIERGE
- 25 CARETAKER'S FLAT
- 26 U.G. PARKING ACCESS-EGRESS RAMP
- 27 MAIN ENTRANCE
- 28 SERVICE ENTRANCE
- 29 DINING AND MAIN ACTIVITIES AREA
- 30 LOBBY AND VISITORS AREA
- 31 SPECIFIC ACTIVITIES AREA

UNITS ON GROUND LEVEL

HOTEL UNITS	9
RETIREMENT APARTMENTS	14
LONG TERM CARE UNIT	22



GROUND FLOOR LEVEL

PETROFF PARTNERSHIP ARCHITECTS

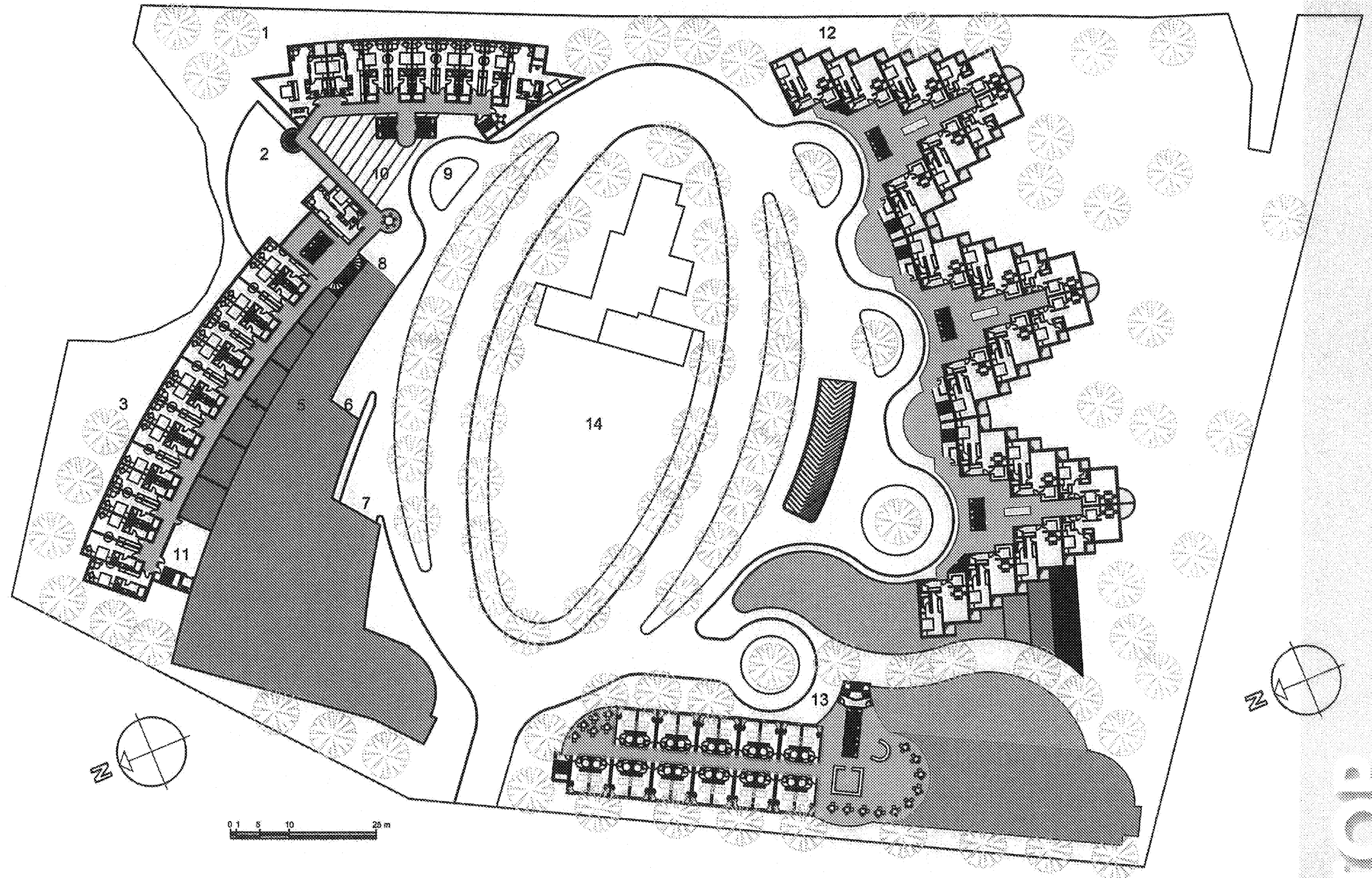
PETROFF

HOTEL: SINGLE ROOMS FLOOR,
SUITES AT SPECIFIC LOCATIONS

- 1 HOTEL PHASE 2
- 2 POOL AREA
- 3 HOTEL PHASE I
- 4 SKYLIGHTS
- 5 LANDSCAPED ROOF TERRACE
- 6 UG. PARKING ACCESS, EGRESS
- 7 RECEIVING
- 8 MAIN ENTRANCE
- 9 VEHICULAR ACCESS, DROP OFF-PICK UP
- 10 LANDSCAPED COURT YARD AREA
- 11 SERVICE CORE, MAIDS ROOM-STORAGE
- 12 RESIDENTIAL, 3 CLUSTERS-3 PHASES
- 13 LONG TERM CARE
- 14 ROOF OF COMMON FACILITIES

UNITS ON 2nd LEVEL

HOTEL UNITS	26
RETIREMENT APARTMENTS	20
LONG TERM CARE UNIT	22



2ND FLOOR LEVEL

PETROFF PARTNERSHIP ARCHITECTS

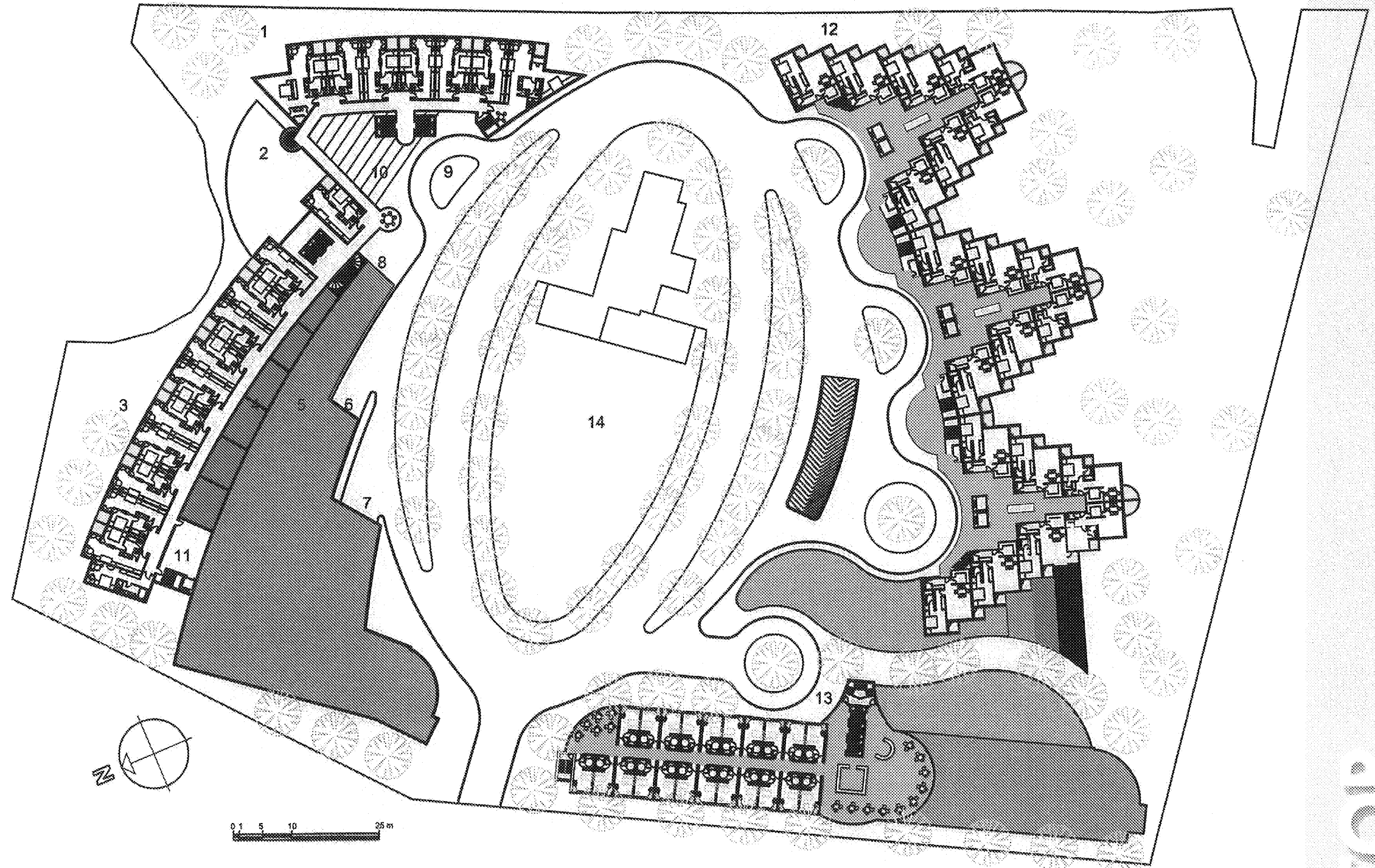
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HOTEL: SINGLE ROOMS FLOOR,
SUITES AT SPECIFIC LOCATIONS

- 1 HOTEL PHASE 2
- 2 POOL AREA
- 3 HOTEL PHASE I
- 4 SKYLIGHTS
- 5 LANDSCAPED ROOF TERRACE
- 6 UG. PARKING ACCESS, EGRESS
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- 10 LANDSCAPED COURT YARD AREA
- 11 SERVICE CORE, MAIDS ROOM-STORAGE
- 12 RESIDENTIAL, 3 CLUSTERS-3 PHASES
- 13 LONG TERM CARE
- 14 ROOF OF COMMON FACILITIES

UNITS ON 3rd LEVEL

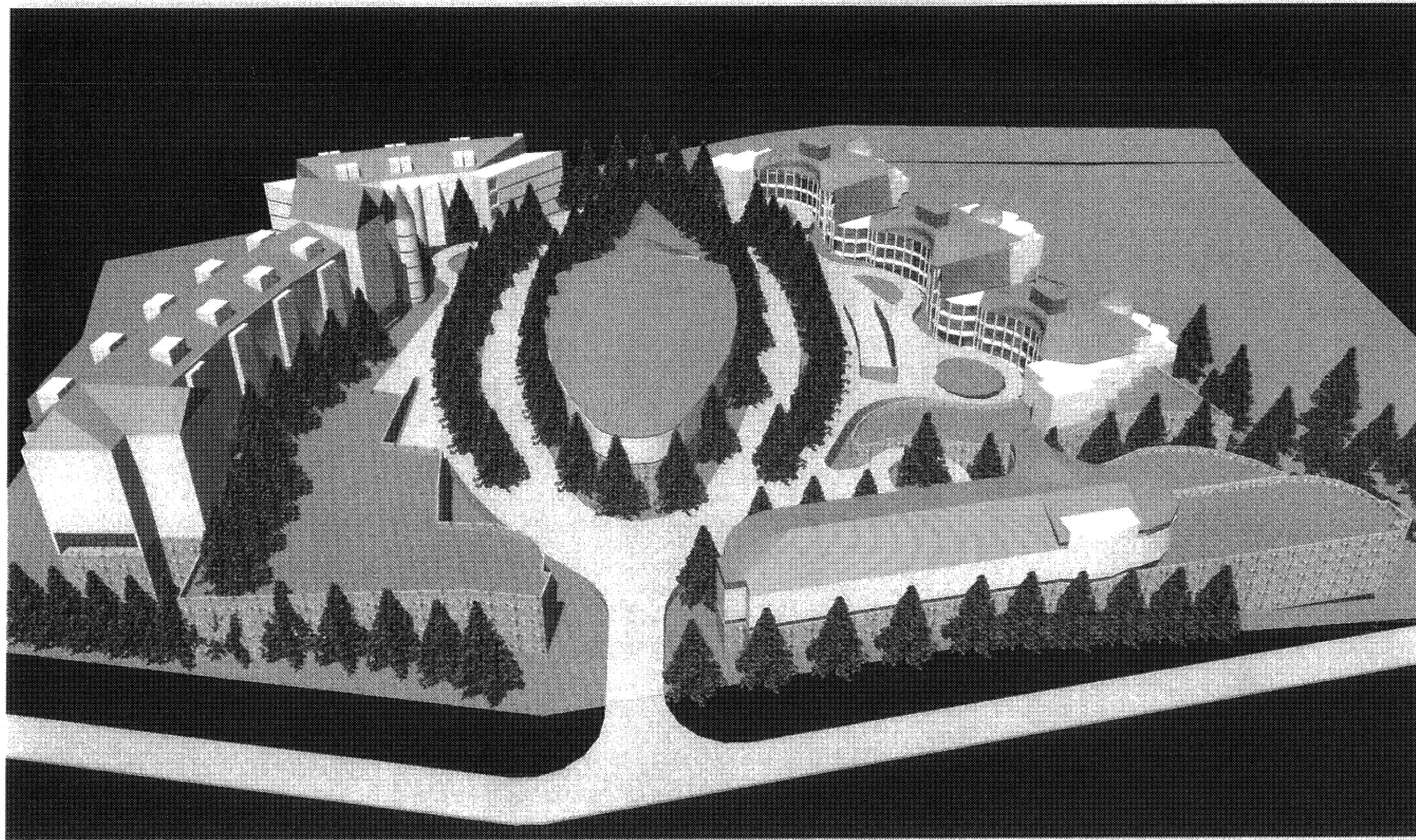
HOTEL UNITS	19
RETIREMENT APARTMENTS	20
LONG TERM CARE UNIT	22



3RD FLOOR LEVEL

PETROFF PARTNERSHIP ARCHITECTS

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AERIAL PERSPECTIVE

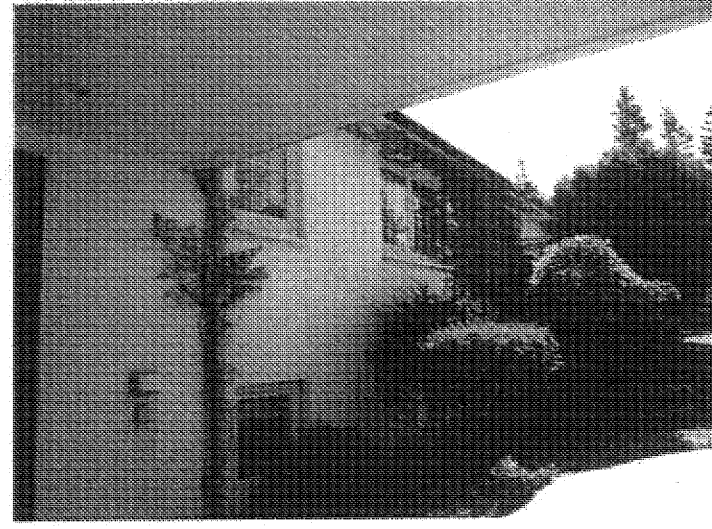
PETROFF PARTNERSHIP ARCHITECTS

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THE TOP

LUNenburg NOVA SCOTIA

STELLAR INVESTMENT INC



STELLAR INVESTMENT INC

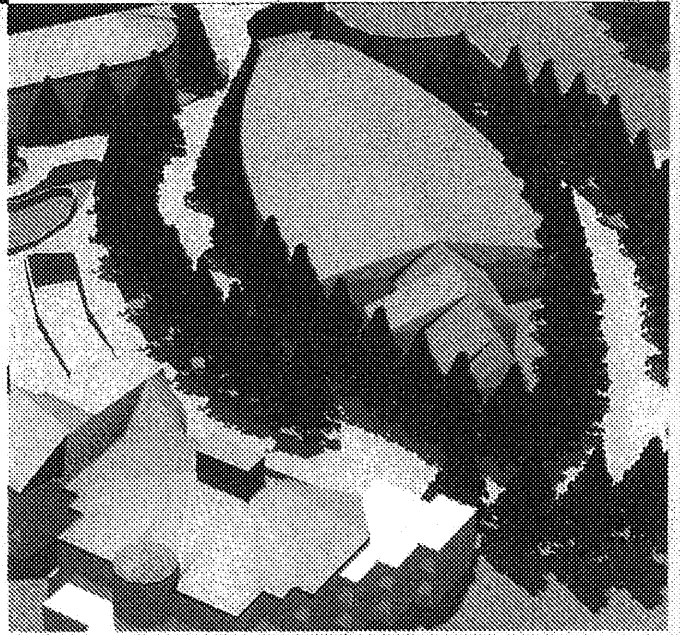
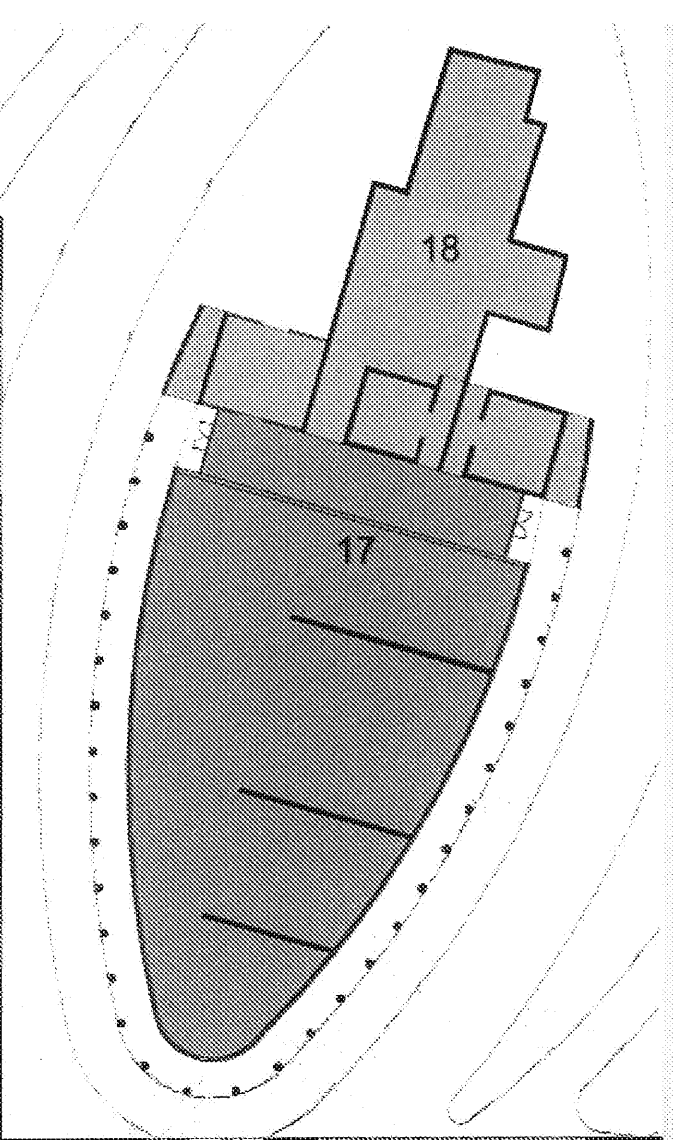
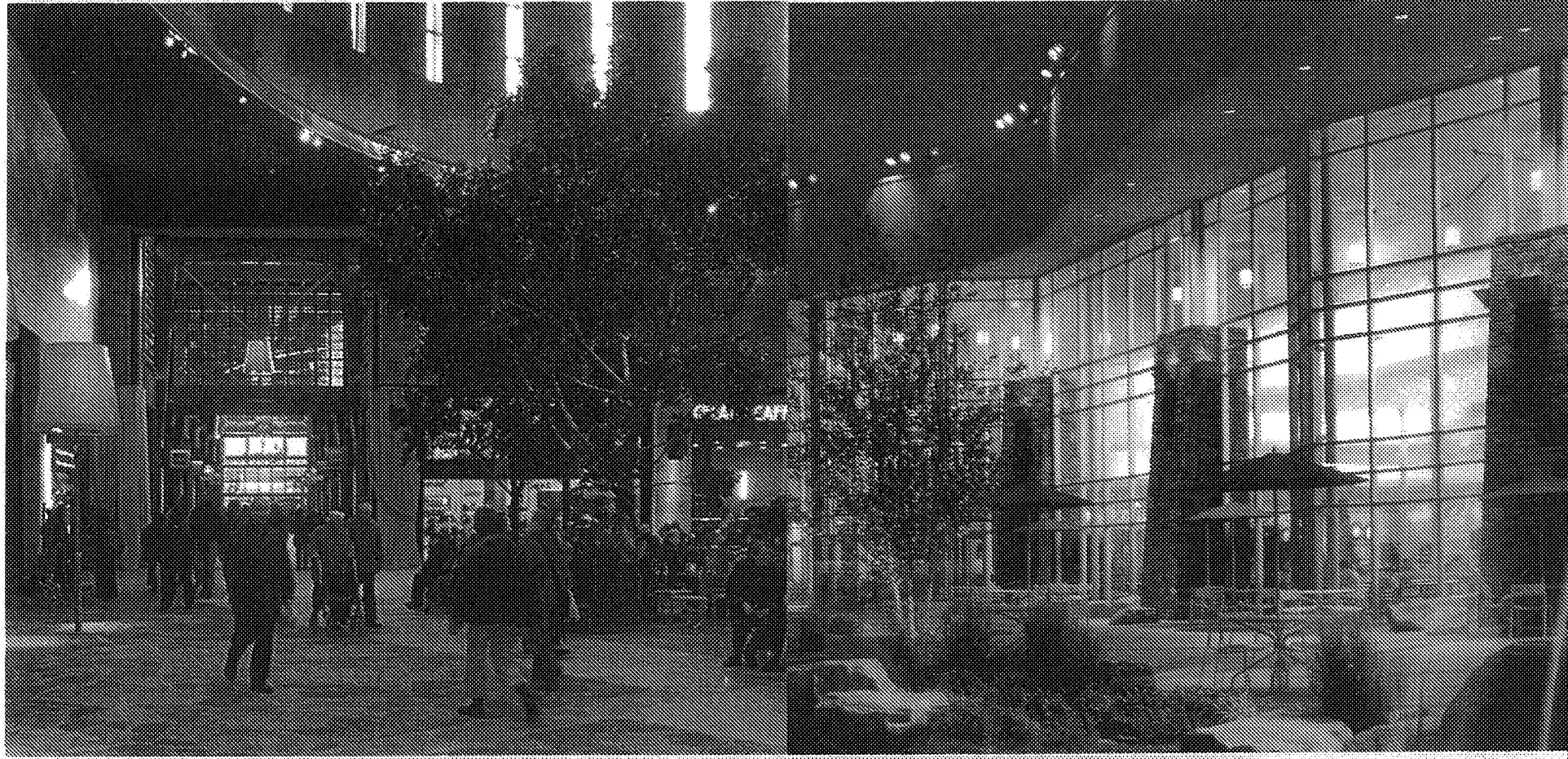
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LUNENBURG NOVA SCOTIA

TOWN CENTRE

PETROFF PARTNERSHIP ARCHITECTS

PETROFF



TOWN CENTRE

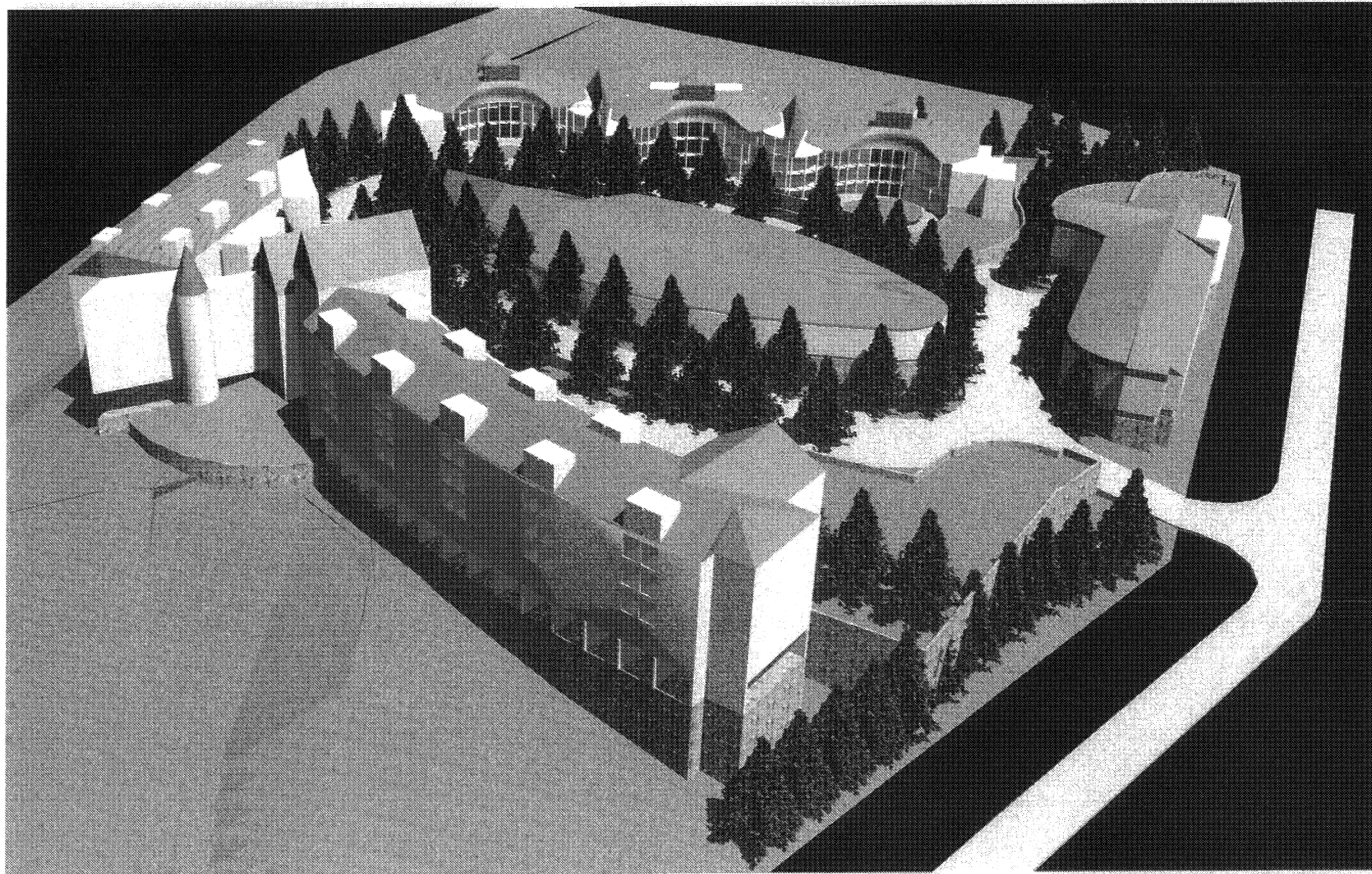
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LUNENBURG NOVA SCOTIA

STELLAR INVESTMENT INC



AERIAL PERSPECTIVE

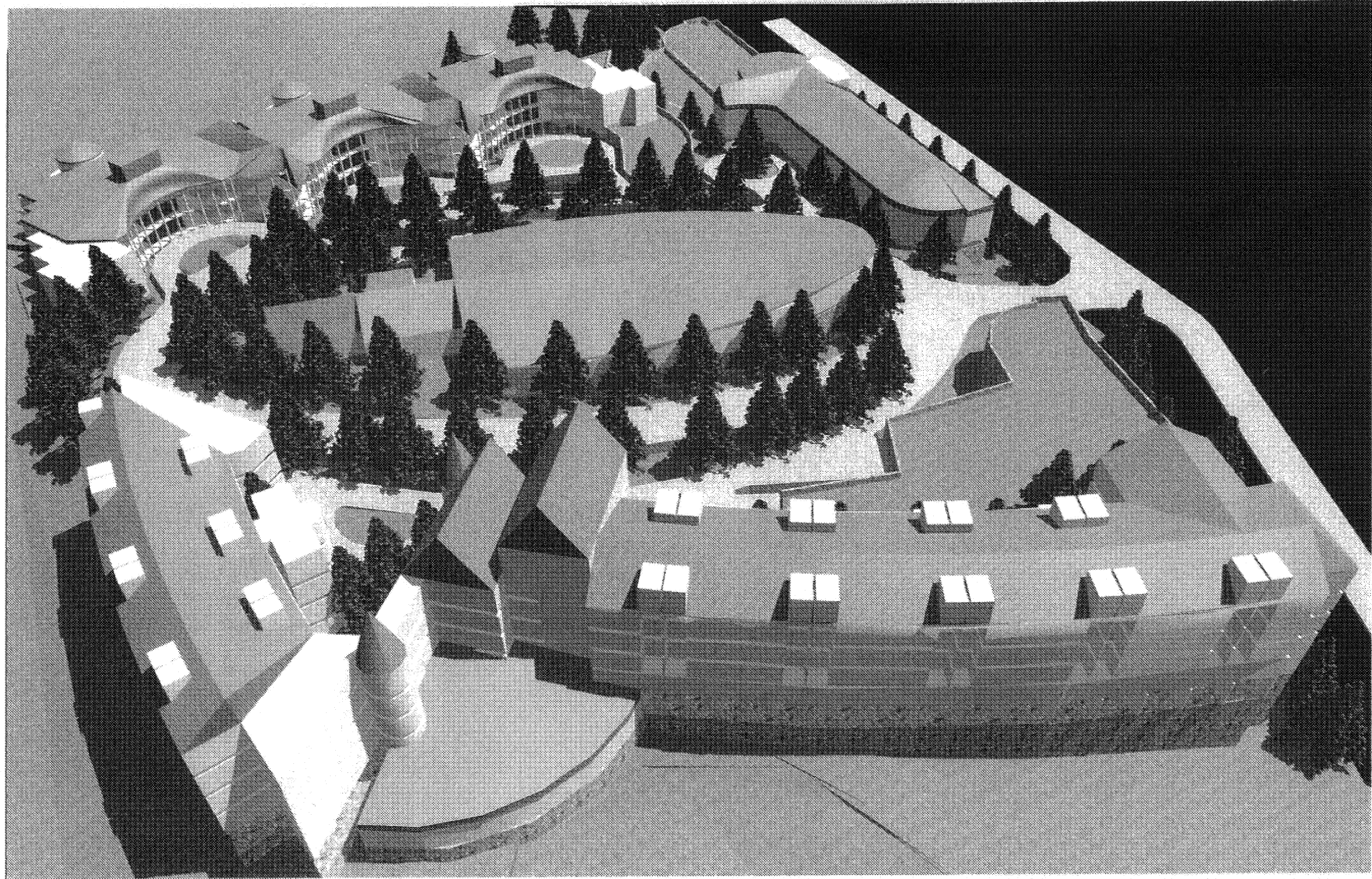
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STELLAR INVESTMENT INC



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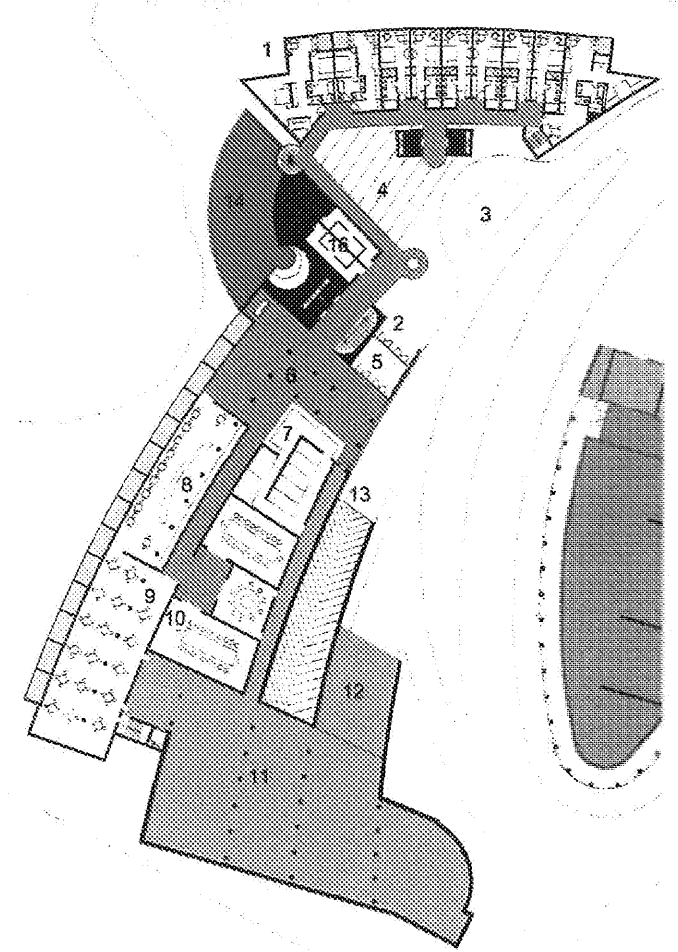
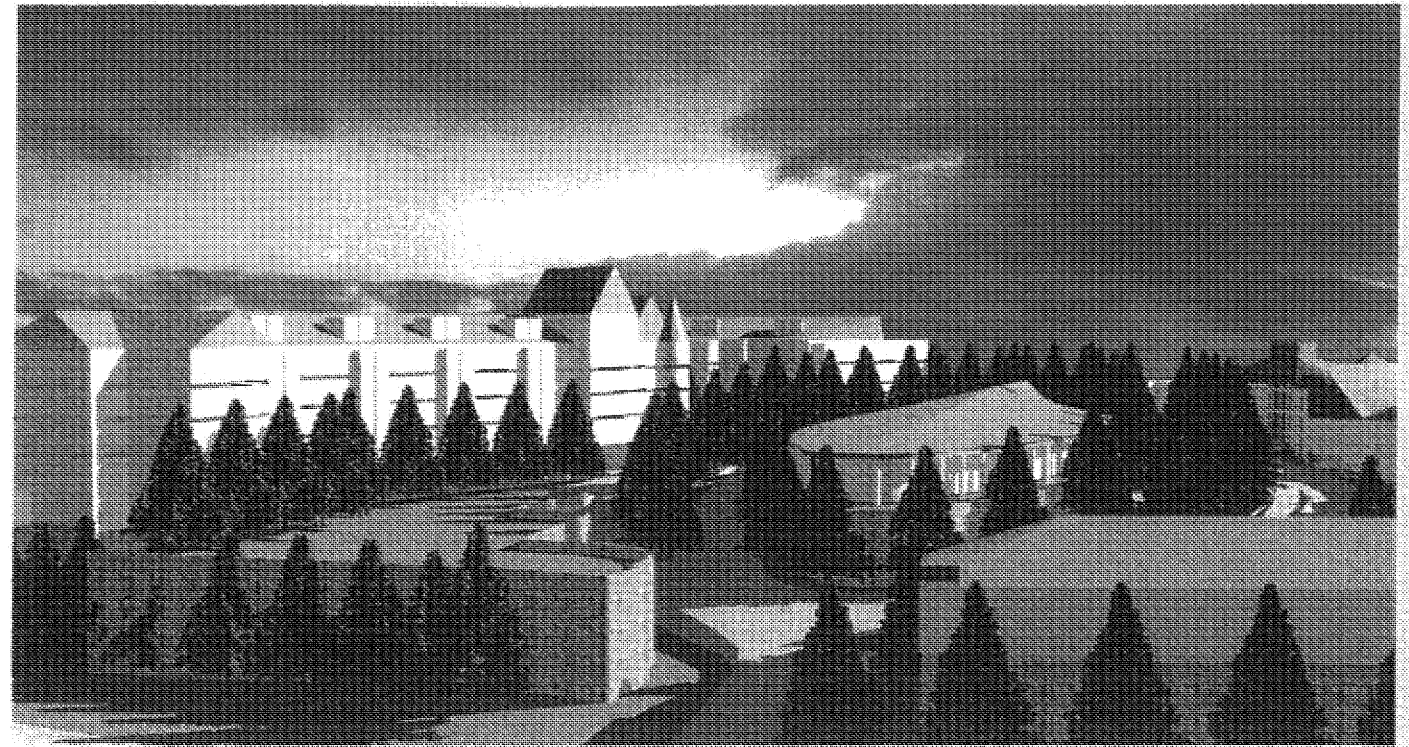
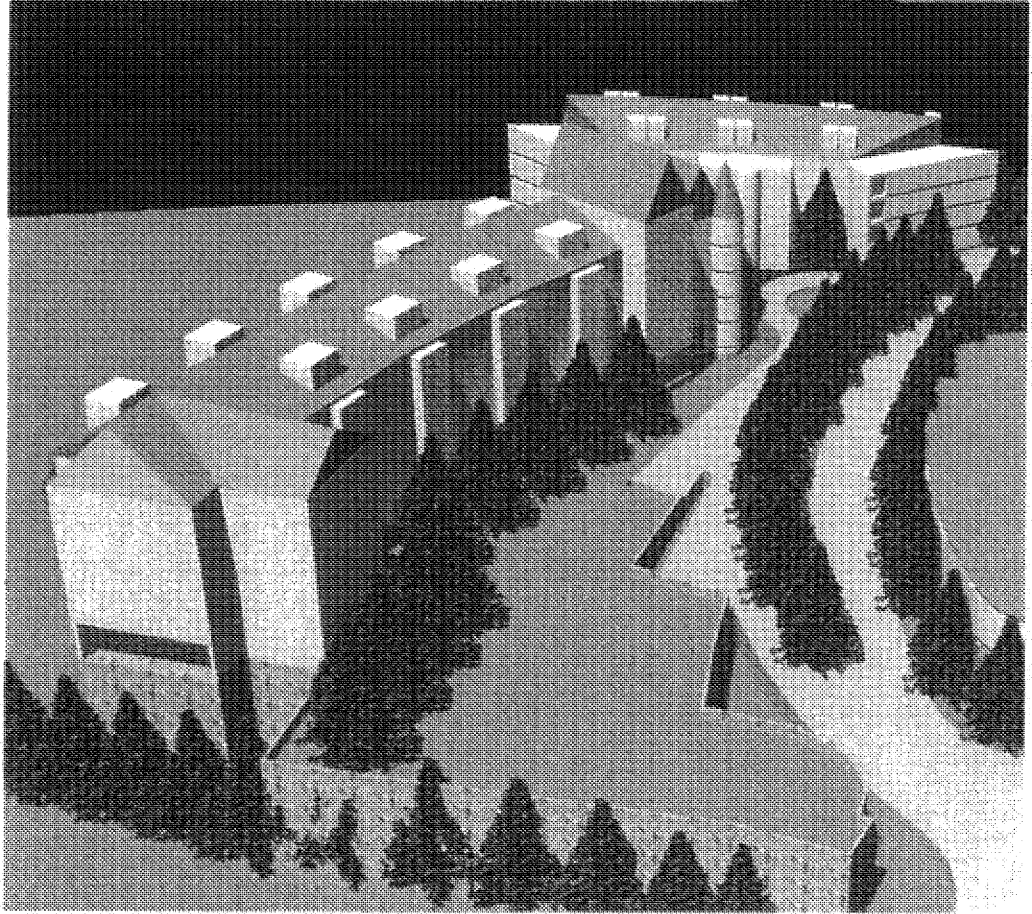
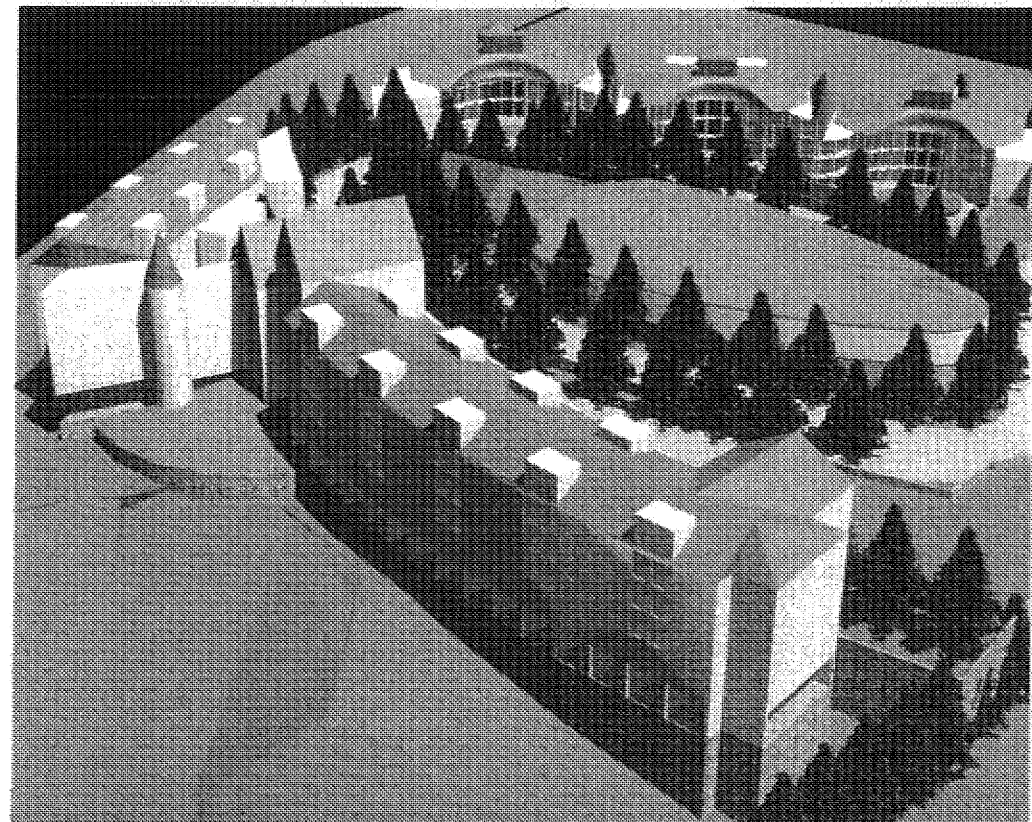
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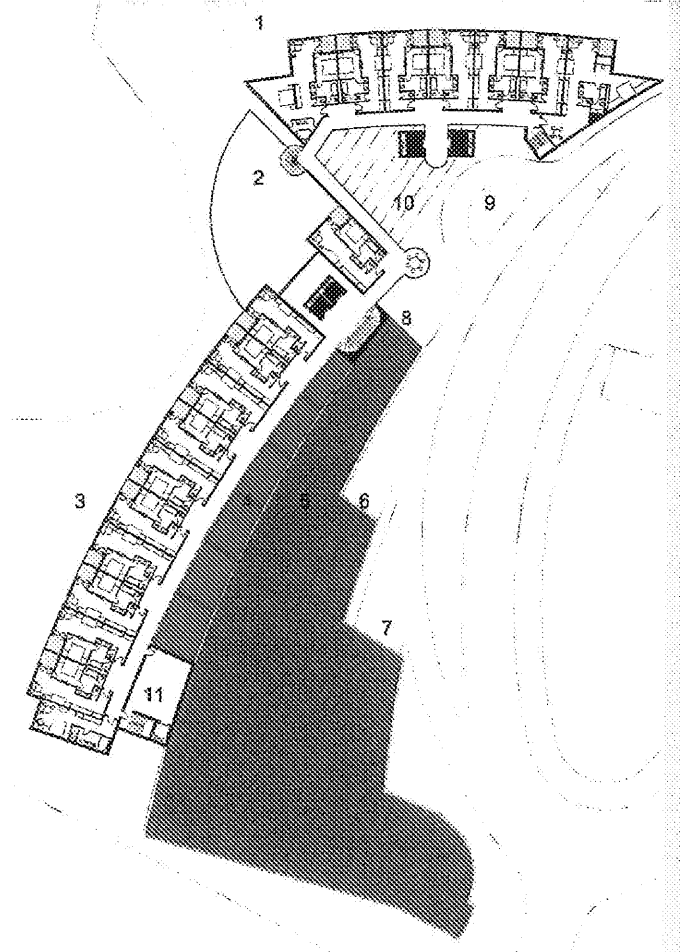
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LUNenburg NOVA SCOTIA

STELLAR INVESTMENT INC



LOWER LEVEL



UPPER LEVELS

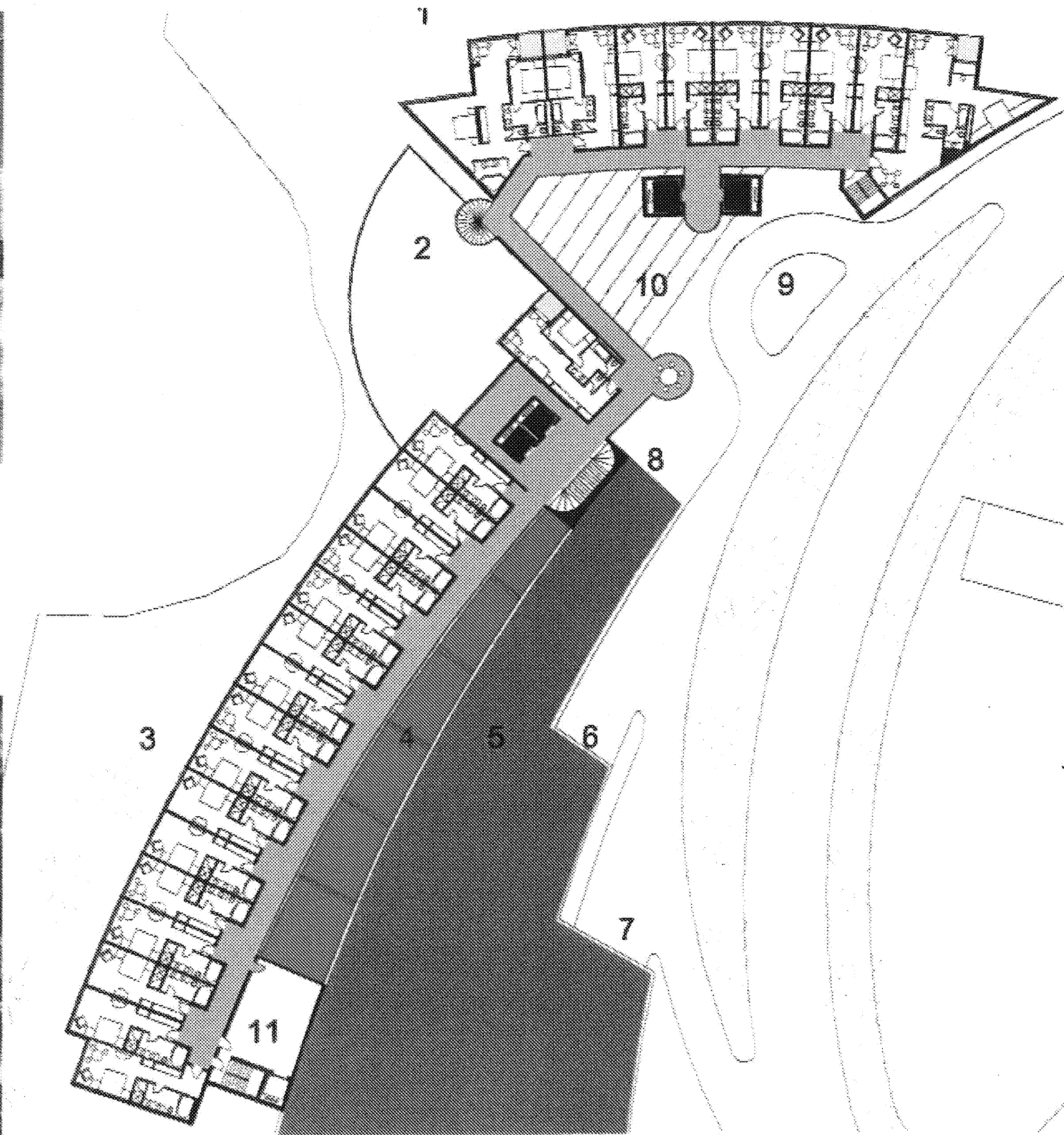
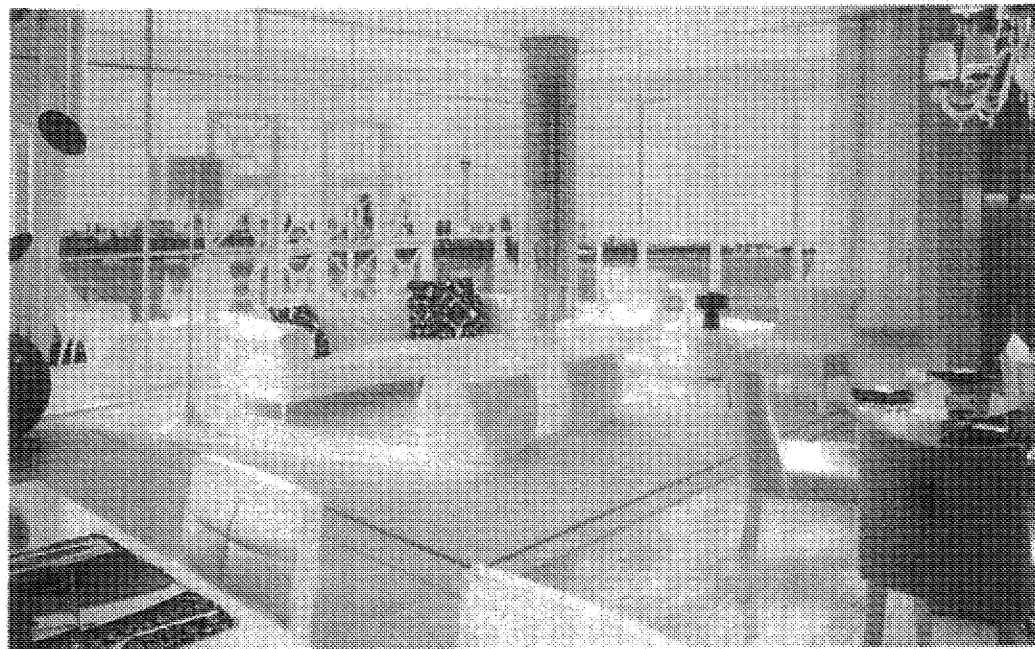
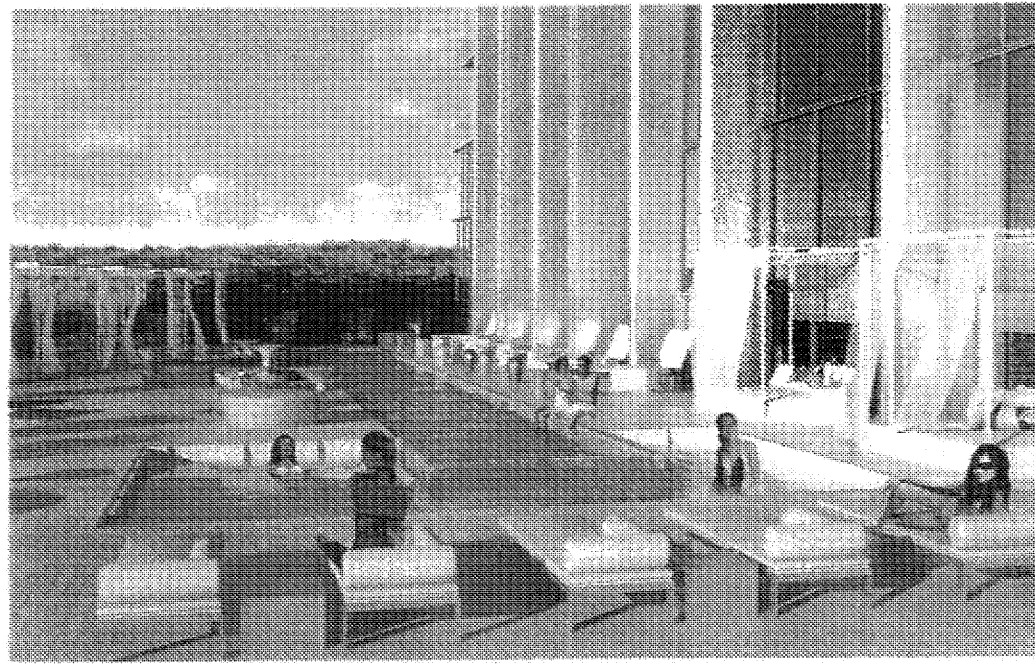
HOTEL

PETROFF PARTNERSHIP ARCHITECTS

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STELLAR INVESTMENT INC

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HOTEL

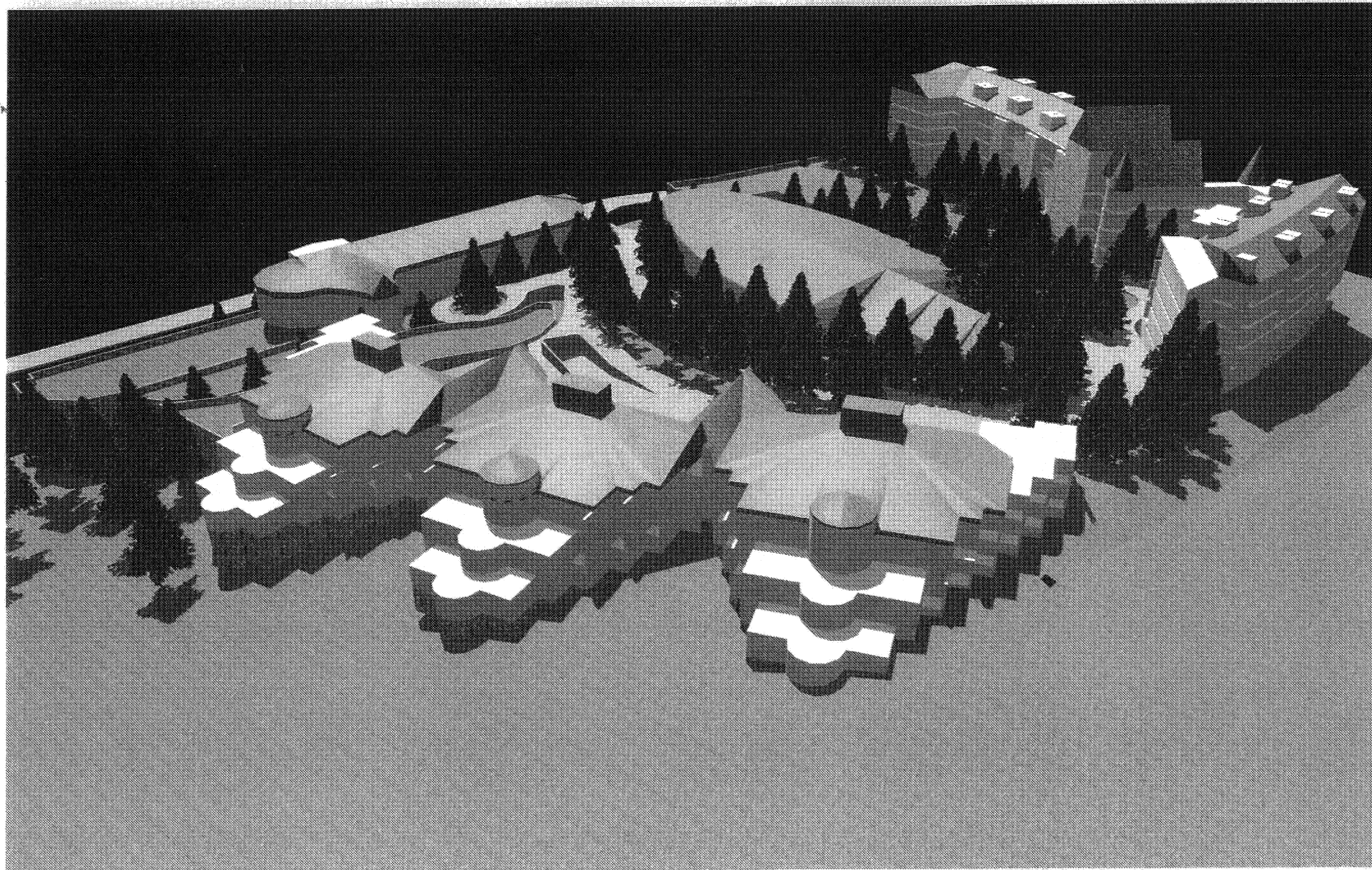
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LUNenburg NOVA SCOTIA

STELLAR INVESTMENT INC



AERIAL PERSPECTIVE

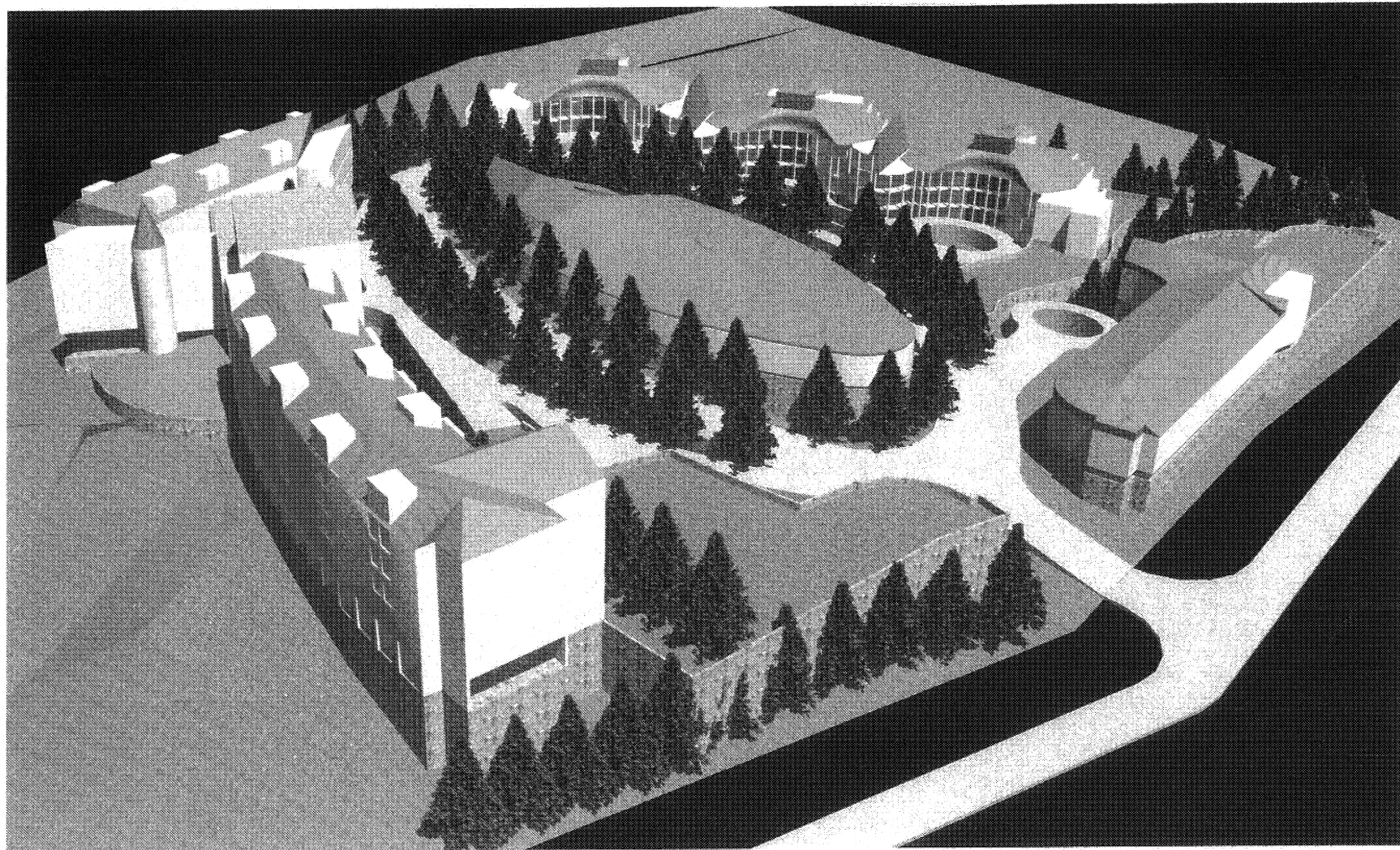
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STELLAR INVESTMENT INC



AERIAL PERSPECTIVE

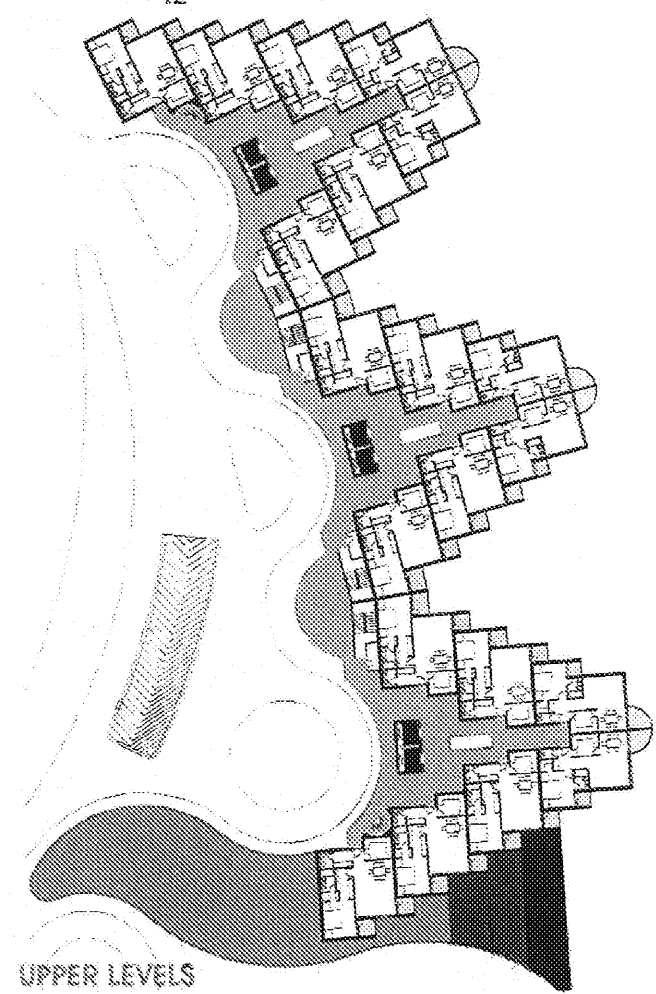
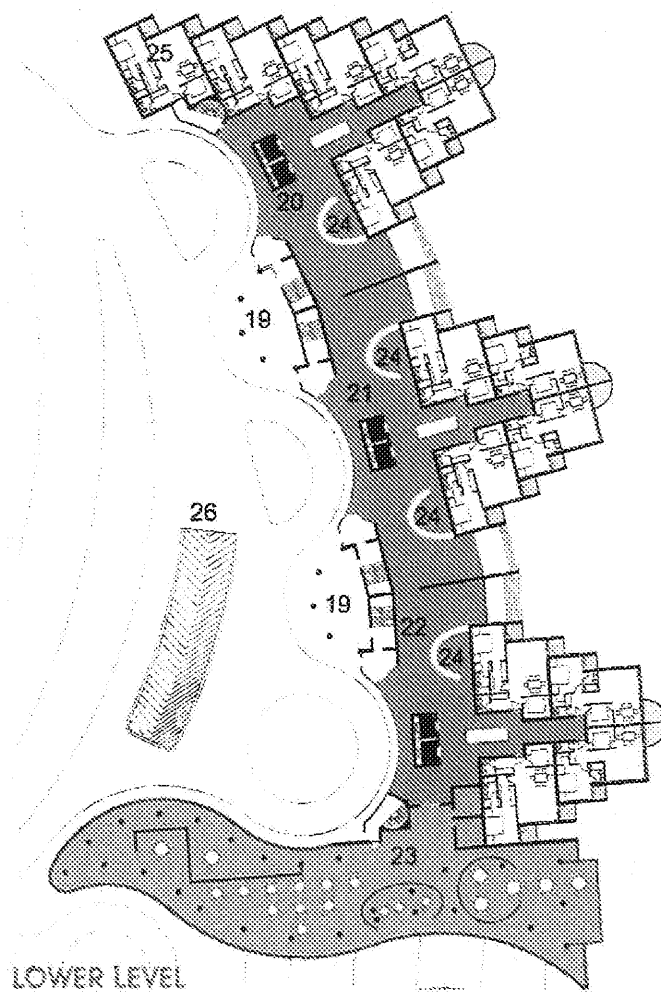
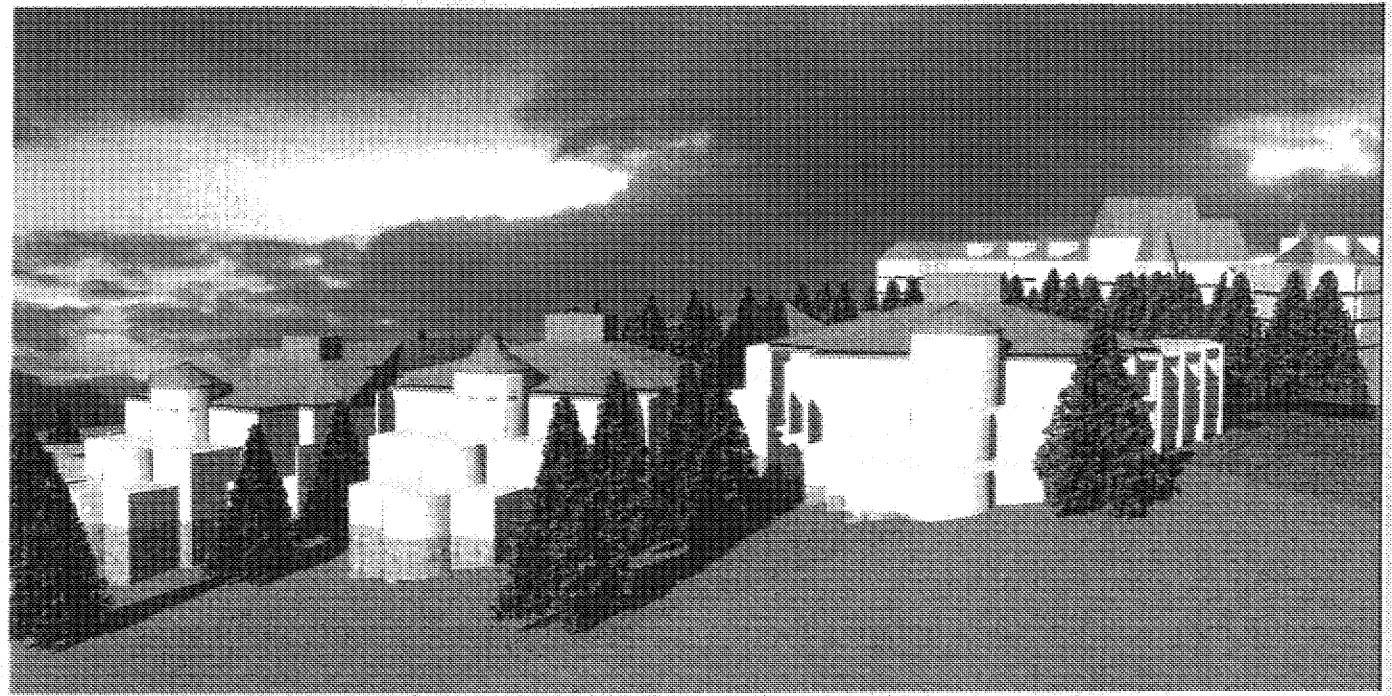
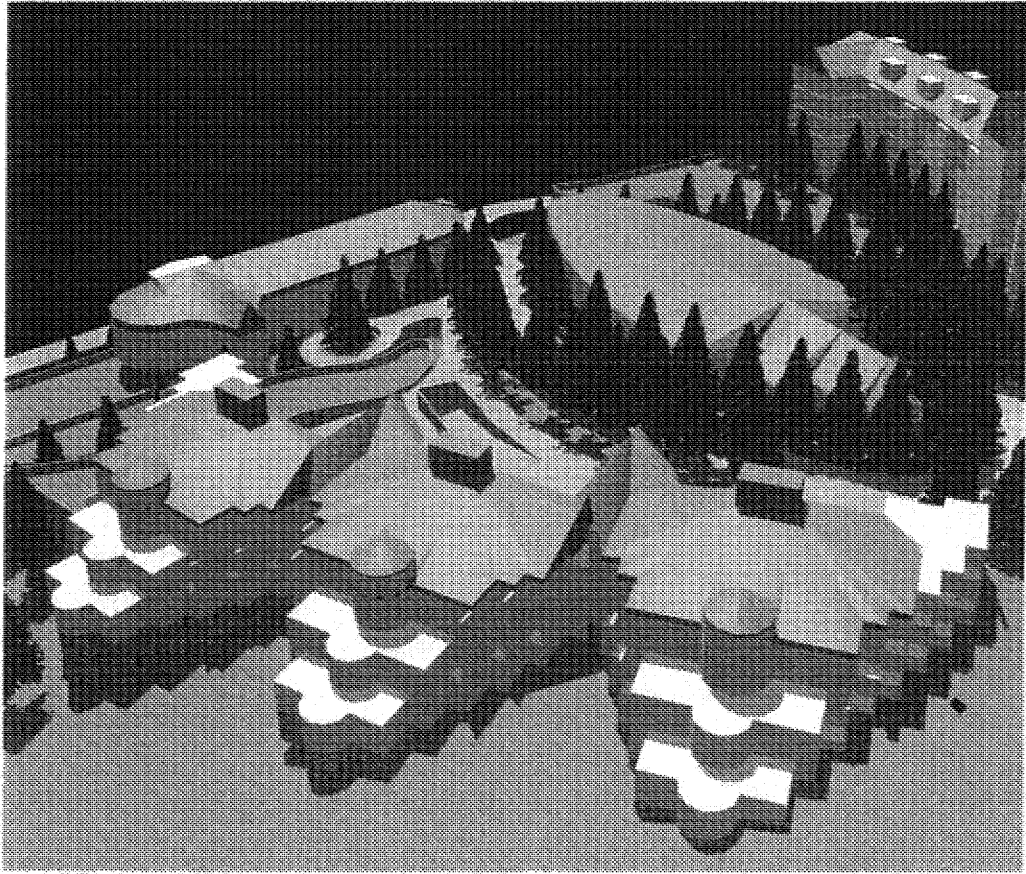
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LUNenburg NOVA SCOTIA

STELLAR INVESTMENT INC



RESIDENTIAL

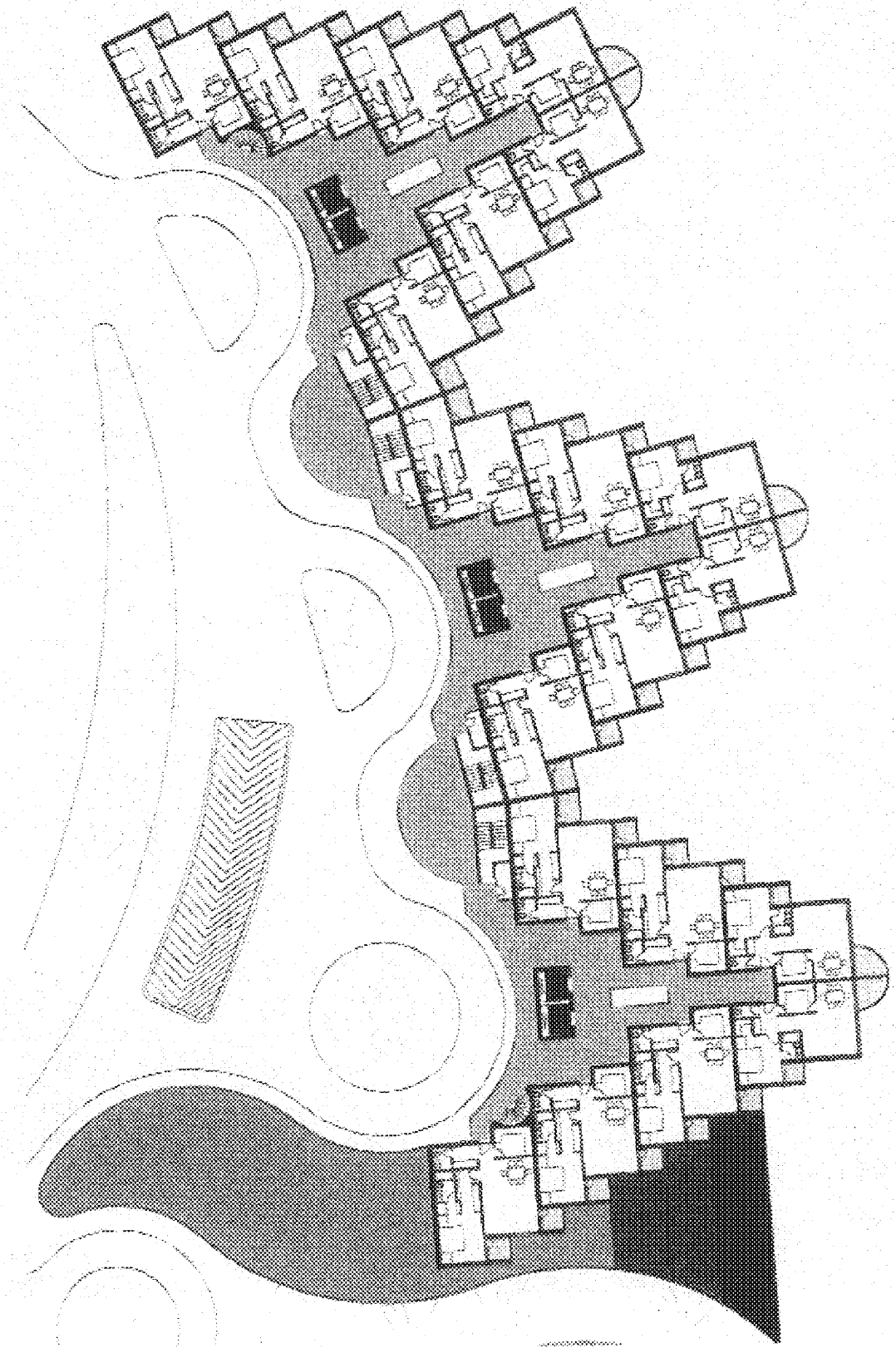
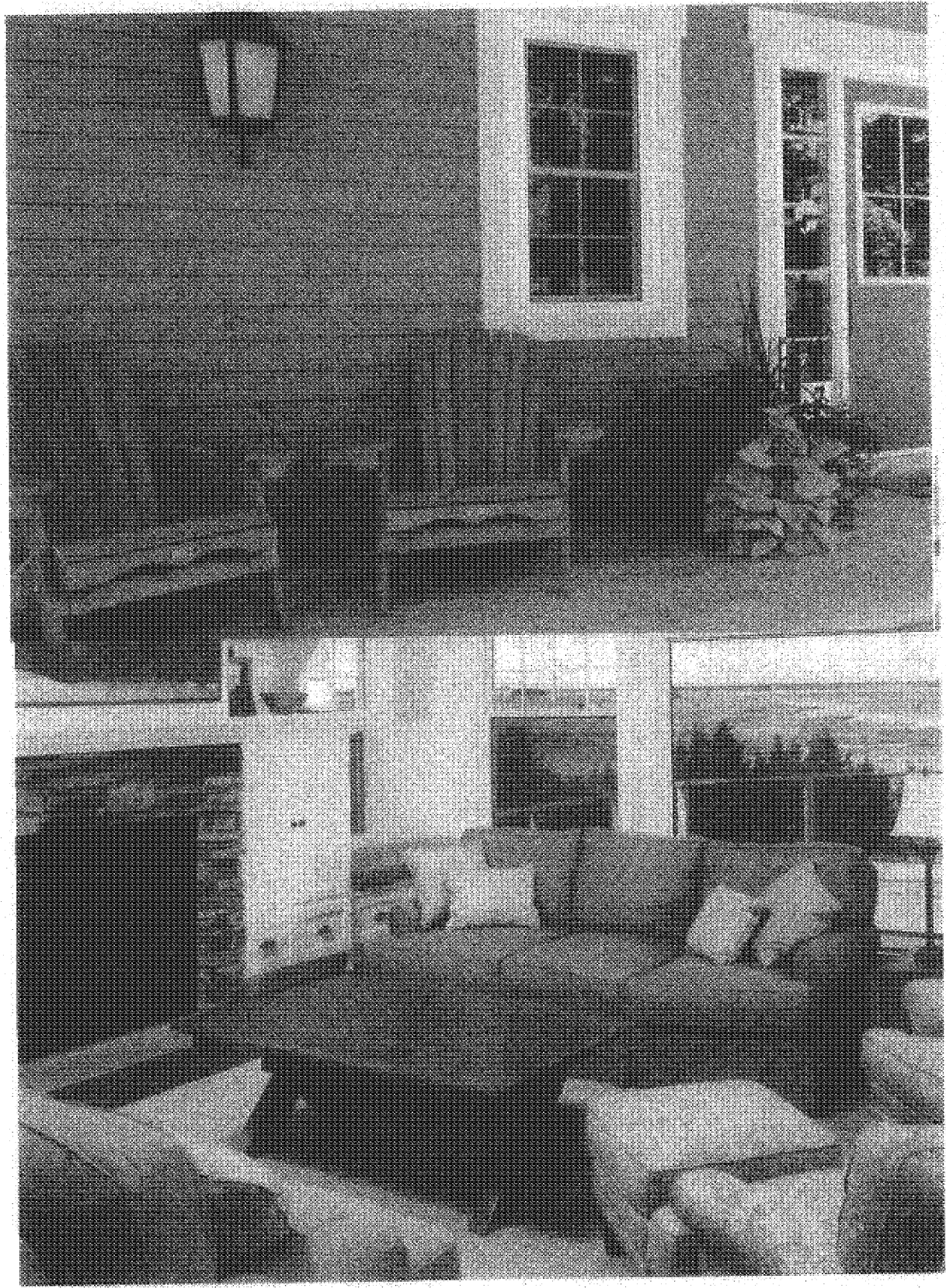
PETROFF PARTNERSHIP ARCHITECTS

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STELLAR INVESTMENT INC

THE TOP

LUNenburg NOVA SCOTIA



RESIDENTIAL

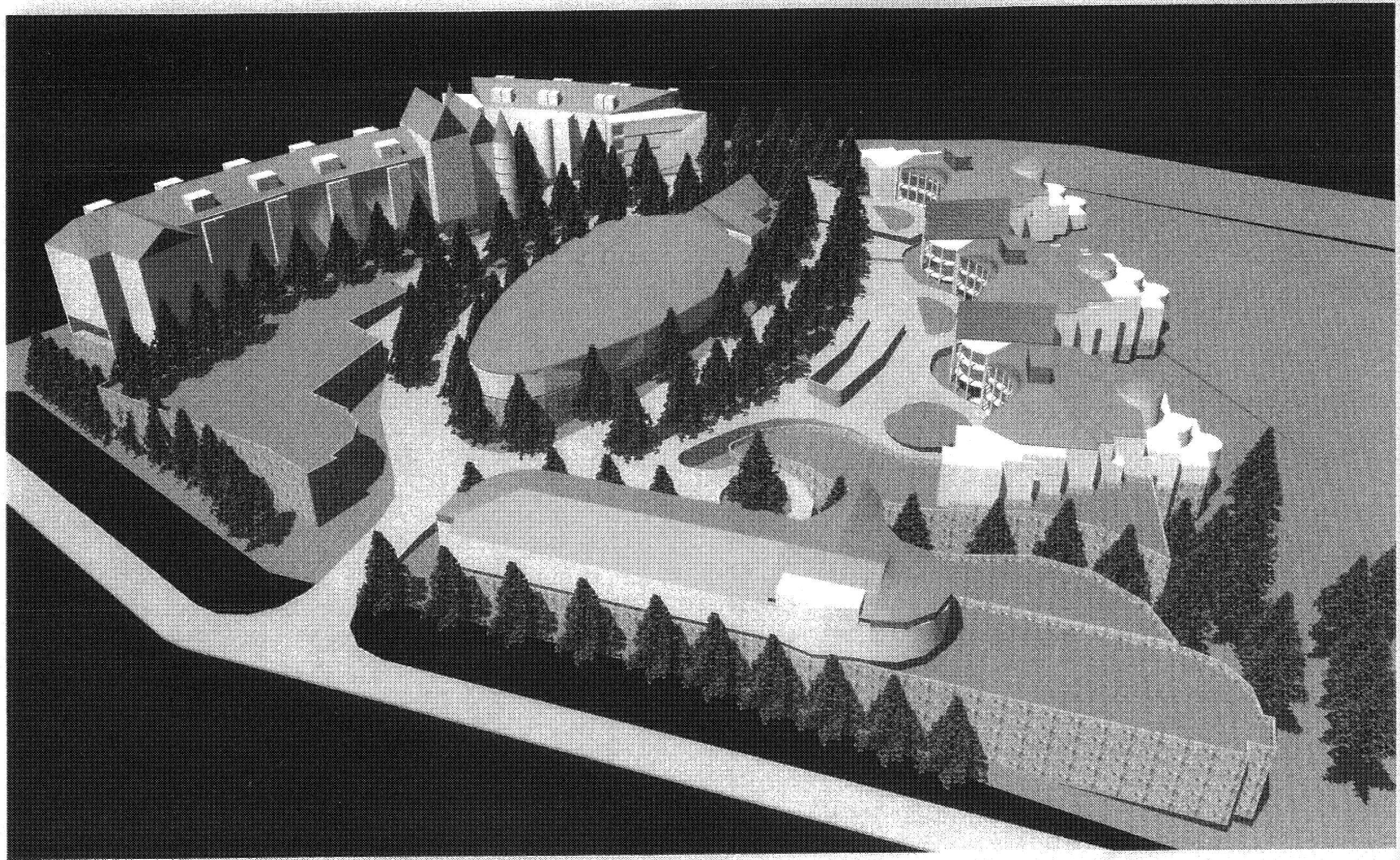
PETROFF PARTNERSHIP ARCHITECTS

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THE 101

LUNenburg NOVA SCOTIA

STELLAR INVESTMENT INC



AERIAL PERSPECTIVE

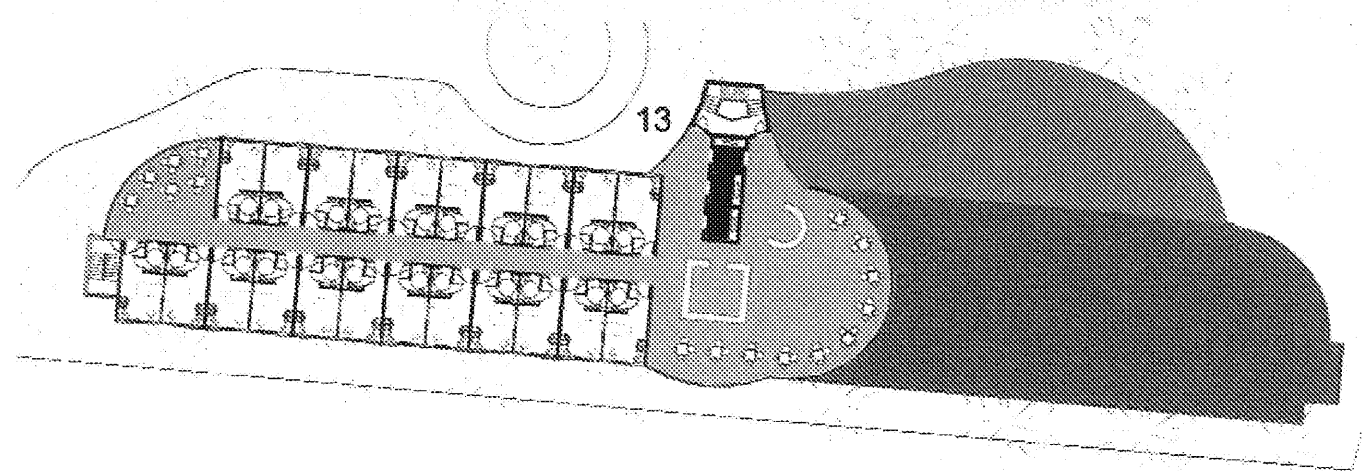
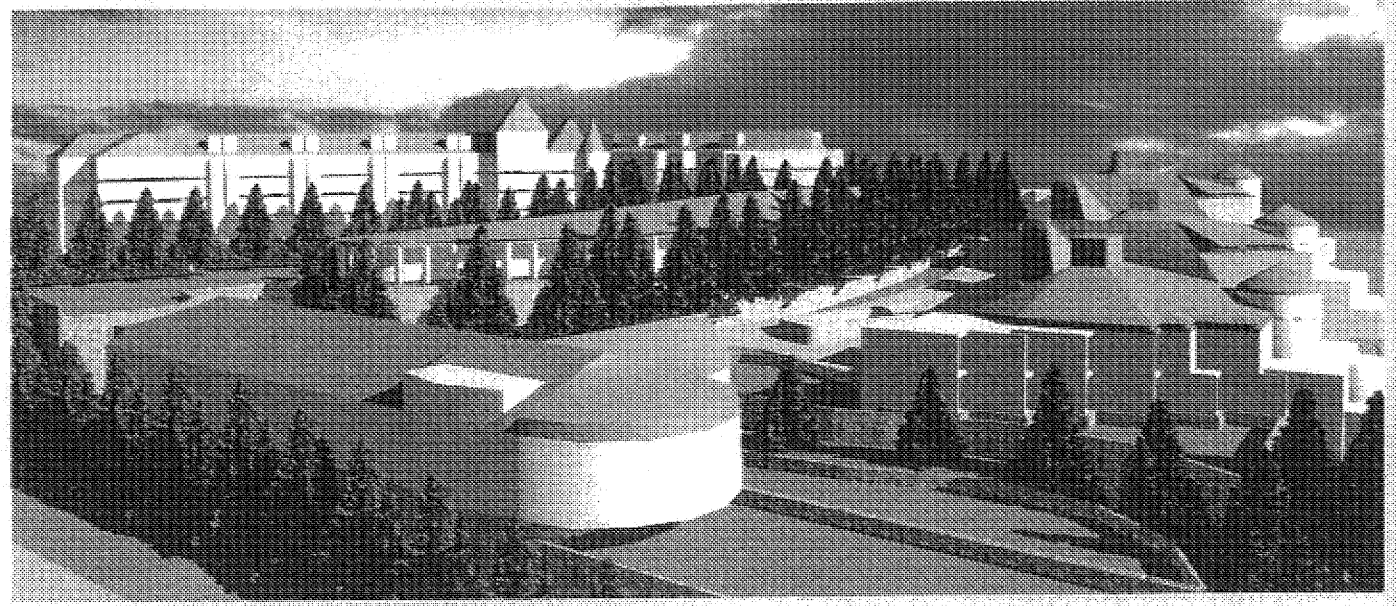
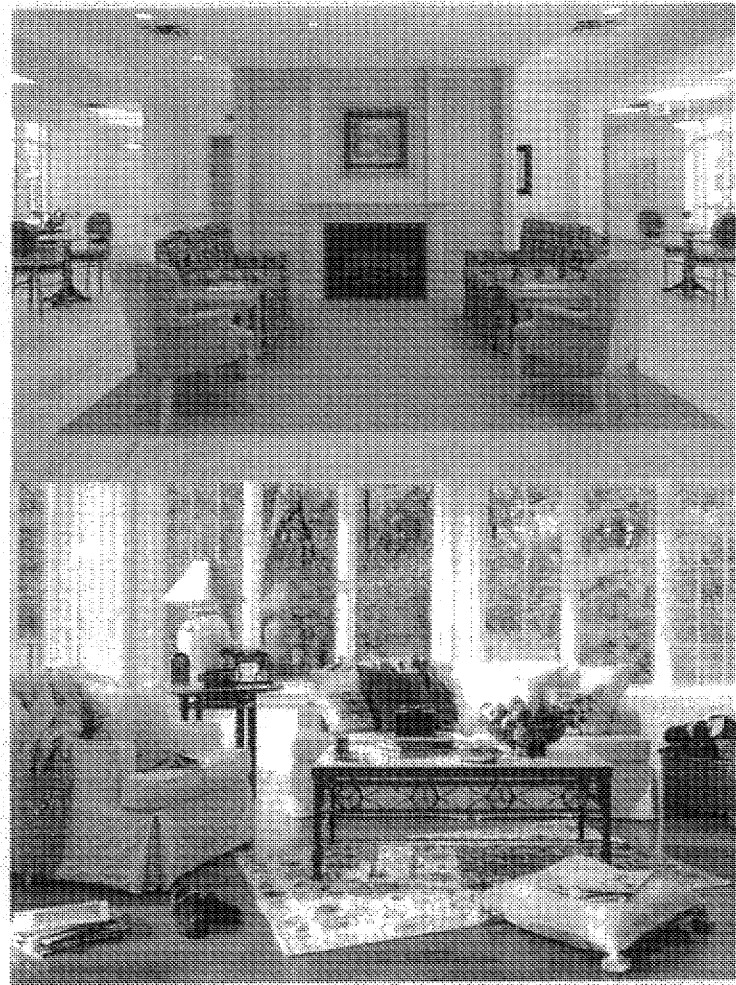
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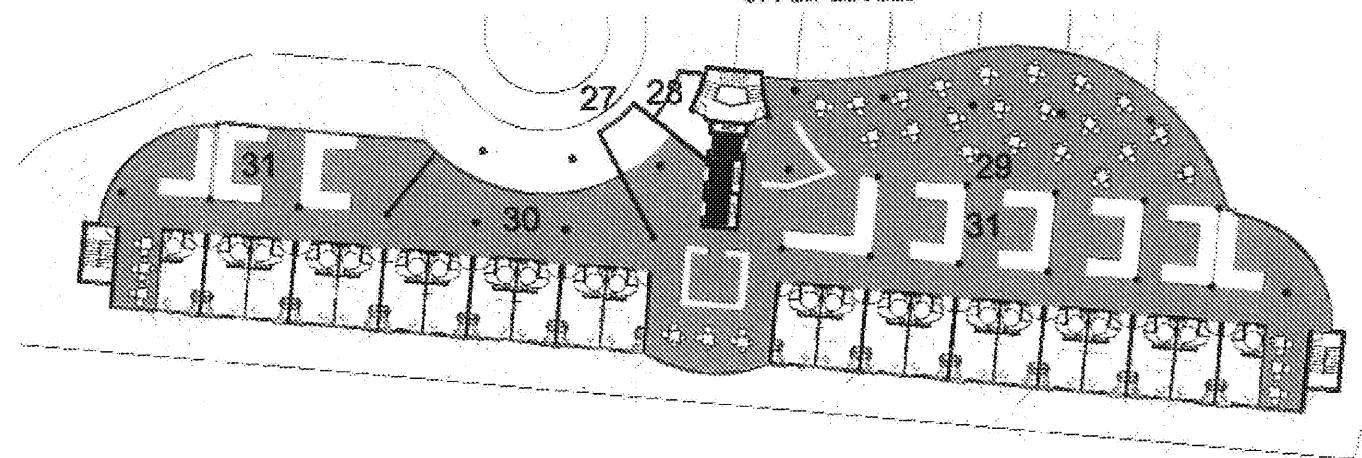
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LUNENBURG NOVA SCOTIA

STELLAR INVESTMENT INC



UPPER LEVELS



LOWER LEVEL

LONG TERM CARE FACILITIES

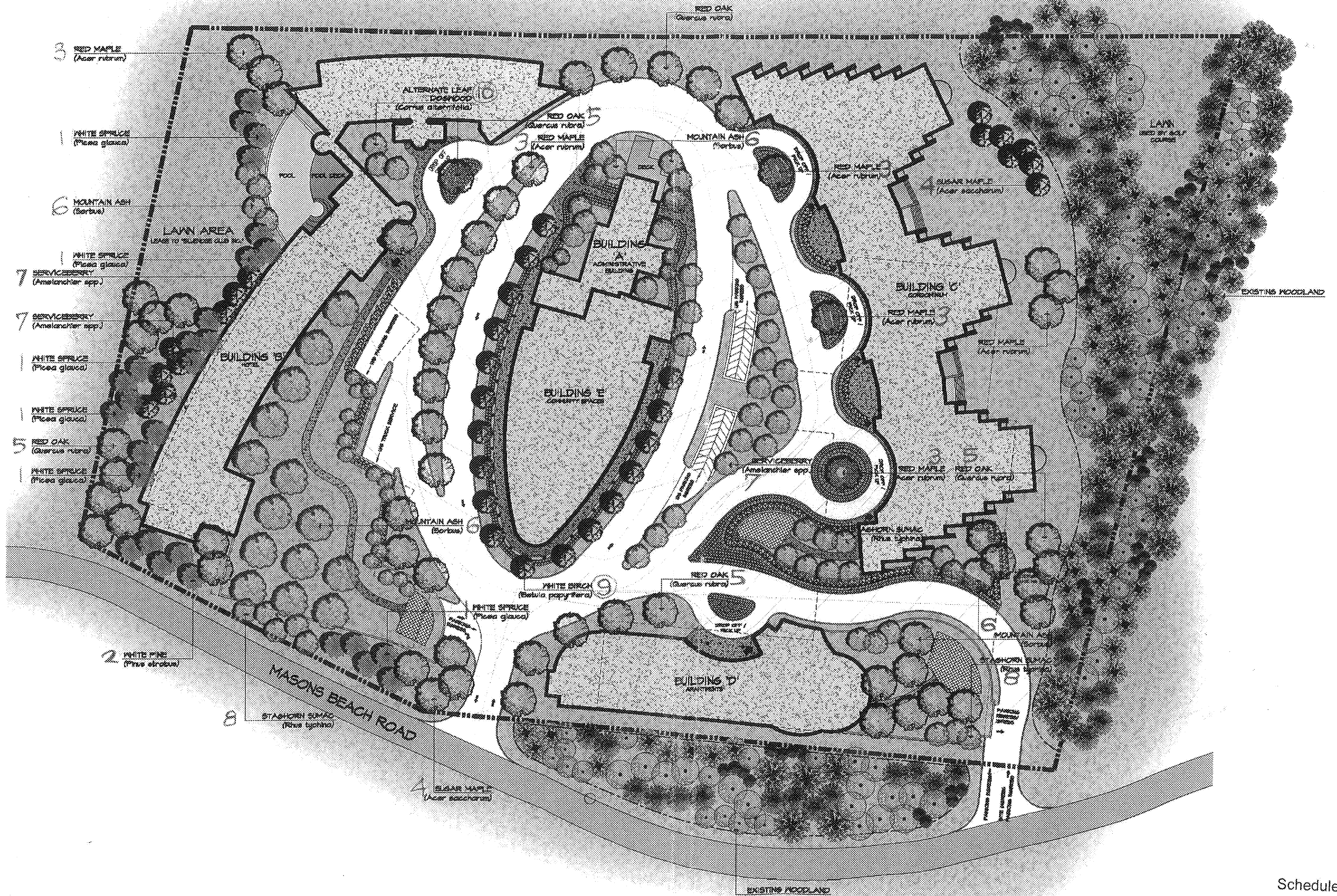
PETROFF PARTNERSHIP ARCHITECTS

PETROFF

STELLAR INVESTMENT INC

THE TOP

LUNENBURG NOVA SCOTIA



PLANNING ADVISORY COMMITTEE
MEETING MINUTES

September 21, 2010
5:00 p.m.
Lunenburg Court House

PRESENT: Councillor Peter Zwicker, Chair; Councillor Rachel Bailey; Councillor John McGee; and Robert Young.

ALSO PRESENT: Bea Renton, Town Manager/Clerk; and Madelyn LeMay, Planning/Development/Heritage Co-ordinator ("PDHC").

The Chair called the meeting to order at 7:00 p.m.

1. **Motion to Approve Agenda and Set Time to Adjourn**

Motion: moved and seconded to approve the agenda deferring all items except #3. (a.) and #5. (b.), and set a time to adjourn by 8:00 p.m. Motion carried.

2. **Motion to Approve April 14, 2010 PAC Meeting Minutes**

Motion: moved and seconded to approve the April 14, 2010 meeting minutes. Motion carried.

3. **Public Presentations and Public Information Session**

- (a) **Public Information Session - Proposed 101 Masons Beach Road Development Agreement, Susan and Guenther Reibling, Stellar Investments**

The Chair outlined the agenda format for the public information session (**Schedule "A"**).

The PDHC reviewed her earlier reports (**Schedules "B" and "C"**) noting proposed **revisions to the draft Development Agreement requested by the applicant (Schedule "C")**. She added that October 26, 2010, is the earliest possible Council public hearing date.

Guenther Reibling, applicant, reviewed their development proposal in a power point presentation (**Schedule "D"**).

He introduced their architect, Michaela Weiner, Petroff Architect, who discussed the project features in further detail. Ms. Weiner described the features of the subject 6.9 acre parcel. There will be two (2) vehicular access roads as illustrated on their site plans (**Schedule "D"**). Condos, a hotel and apartments will be built on a phased-in basis. The existing building will be preserved and renovated for administrative offices and adjoin a central service building. The landscaping will be integrated with the neighbourhood. While a modern development, it will be contextually sensitive. Questions of the public were posed (noted by underlining) and responded to by the applicant as follows:

Ciel Duke, Corkum's Island

- It is not yet known if there will be an assisted living facility in the apartment building. This will be considered later as the development progresses and public interest in such a service is determined.
- Underground parking will be accommodated utilizing the natural slope of the hillside setting.
- The central building could have a club house and other facilities for residents and others.

Rosalie Osmond, 93 Buenavista Court

- The local architecture will be reflected in the development, e.g., silhouette, roof.
- The exterior building material has not yet been determined, but will be compatible with the local setting.
- A landscape architect will work with the project team to determine what trees can be retained and new, complimentary landscaping plan implemented.

Oliver Osmond, 93 Buenavista Court

- The total height of the three (3) floors should not exceed 35', plus the slope of the hillside. The PDHC said the draft development agreement allows for an increased maximum height of 65' from the grade as per the applicant's request.
- The proposed apartment building will be designed in a manner that is complimentary to the overall site and development.

Councillor McGee

- The exterior architectural details will ensure the development is attractive when looking over from the Lunenburg waterfront.

Susan Reibling, applicant, commented that the existing trees on site are diseased and falling over. They will try to retain what they can, but there will have to be new plantings.

Councillor Bailey

- The central building use has not yet been determined, but will allow for common use by residents and others.

Robert Young

- They will phase in the project dependent on financing. The conference facility in the centre will not occur until the other developments are accomplished so needs can be better determined.

- Apartment bedroom numbers will be determined based on need.
- They hope to use renewable energy sources, e.g., geothermal.
- Lunenburg architecture will not be copied, but complimentary.
- The development will cost anywhere from \$10.0 - \$100.0 Million.

Ciel Duke

- The condo prices are not yet known. This will be determined when the marketability is determined and building material cost estimates are refined.

Dorothy Vousden, 36 Sawpit Road, commented that it is a wonderful project and needed by the community.

Motion: moved and seconded to recommend Council to hold a public hearing on October 26, 2010 at 5:15 p.m. to consider the 101 Masons Beach Road draft development agreement (Schedules "B" - "D"). Motion carried.

The remaining agenda items were deferred by agreement.

4. **Unfinished Business**

- (a) Town Council approval of Land Use By-Law Amendments to Allow Commercial Advertising Signage (visible from the street) on Town Owned Recreation Lands
- (b) Town Council approval of Municipal Planning Strategy and LUB Amendments regarding Off-Street Parking Requirements

5. **New Business**

- (a) Review of Development Permit and Certificate of Appropriateness Applications Logs
- (b) Proposed 101 Masons Beach Road Development Agreement, Susan and Guenther Reibling, Stellar Investments - Recommendation to Council

Adjournment

Motion: moved and seconded to adjourn the meeting. Motion carried.

The meeting was adjourned at 8:00 p.m.

Bea Renton
Town Manager/Clerk

**Agenda for Public Information Meeting
Pursuant to the
Public Information Program Established by Council**

**Proposed Development Agreement
101 Masons Beach Road**

September 21, 2010

1. **Public Information Meeting Opened by the Chair**
 - outlines agenda
 - notes general rules of conduct
2. **Overview by Planner**
 - overview of application
3. **Presentation by Applicant**
4. **Comments and Questions by the Public**
 - to be directed to the Chair
 - any written submissions to be read into the record
5. **Closing Remarks by Chair**
 - recommendation of PAC will be made during regular agenda

General Rules of Conduct

- each speaker to state name and address
- members of PAC may question each speaker
- speakers will be limited to one presentation unless called upon by the Chair for further comment

Circulated: _____

Document No: 8. (h.)
Meeting: Council August 31, 2010
Circulate To: Council, PAC, BR, PH, MB,
DP, ML, Rob Lewis, Pat Burke, John
Cameron and Reiblings
File: Mason's Beach Road Development
Agreement

MEMORANDUM

TO: TOWN COUNCIL

**FROM: MADELYN LEMAY, PLANNING/DEVELOPMENT/HERITAGE
CO-ORDINATOR**

DATE: AUGUST 27, 2010

**RE: 101 MASONS BEACH ROAD, LUNENBURG DEVELOPMENT
AGREEMENT TO ALLOW A HOTEL AND MULTI-UNIT RESIDENTIAL
DEVELOPMENT AT 101 MASONS BEACH ROAD (PLANNING
DOCUMENT DA 2009-58 A)**

1. FACTS

As noted in the April 6, 2010 report to Council, an application has been received from Guenther and Susan Reibling of Stellar Investments Inc. to permit development of a sixty (60) room (120 bed) resort hotel, sixty (60) residential condominium units and an additional thirty (30) apartments on three lots located at 101 Masons Beach Road (Figures 1-4). The development will also include a restaurant, conference rooms, club house, recreation and business center facilities, spa and indoor pool (Appendix A).

The opinion of Mr. John Cameron, solicitor, was sought and received to determine whether he felt there was sufficient information to proceed without an amendment to the Municipal Planning Strategy to permit Council's consideration of concept plans. Mr. Cameron indicated those areas in which he felt more information was required in order for Council to consider a development agreement (Appendix B).

Stellar Investments has provided this information as follows:

Information to be provided	Status
site plan showing three existing lots and proposed development	Received: the site plan is included as Schedule B to the draft development agreement (Appendix C)
second driveway access for emergency access to be shown on the plan	A second access/egress (to underground parking) is shown on the site plan, Schedule B to the development agreement.
Mr. Reibling was to discuss the adequacy of services with the Town Engineer.	The Town Engineer has indicated by e-mail that he feels the servicing issues can be left to the time of approval of the building permit.
timing and phasing of the phases	Mr. Reibling has stated that his intention is to construct the condominiums first.
an approximation of the amount of commercial space should be provided	Mr. Reibling has provided site information (Appendix D) which sets out the floor area of each proposed use.
proposed realignment of lot lines	The intended lot lines are shown on the site plan.
dimensions of signs	Since dimensions have not been provided, I have used the maximum size allowed under the Land Use By-law within the draft development agreement. Mr. Reibling was advised of this July 7, 2010, and has not indicated that he would prefer larger signs.

2. ISSUES AND OPTIONS

Clauses 8.1(c) (i) and (ii) of the Land Use By-law permit multi-unit residential uses and tourist accommodations to be considered only by development agreement, and policies 5.12, 19.8 and 19.9 of the Municipal Planning Strategy establish the criteria for these development agreements. The information provided to date and on which the draft development agreement is based is the information suggested by Mr. Cameron as required and the information Council agreed would be sufficient. Mr. Cameron has

reviewed the draft development agreement and commented that the development agreement addresses all required matters at least conceptually.

In my opinion, as noted below, there is not enough detail regarding the proposal for me to determine that all of the requirements of the Municipal Planning Strategy have been met.

Municipal Planning Strategy and Land Use By-law

The site is shown as "Residential (single unit)" on Map 1, the 1994 Existing Land Use Map, and is designated "Rural" on Map 2, the Future Land Use Map. It is zoned Rural Residential (RR) on Schedule "A", the Zoning Map of the Land Use By-law.

Clauses 8.1(c) (i) and (ii) of the Land Use By-law permit multi-unit residential uses and tourist accommodations to be considered only by development agreement (Appendix E).

Policy 6.4 of the Municipal Planning Strategy requires that in the Rural Residential (RR) Zone, multi-unit dwellings be considered only by development agreement, and policy 6.5 requires that tourist accommodations be considered only by development agreement (Appendix F). Policies 5.12, 19.8 and 19.9 establish the criteria for these development agreements.

The criteria set out in Policy 5.12 are compared to the proposed development in the following table:

5.12 ensure that the following criteria are met when Council is considering proposals for multi-unit dwellings including conversions, expansions and new construction by development agreement:

MPS CRITERIA	COMMENTS
<i>(a) municipal central sewer and water services, with the capability of providing full services, including fire protection, are available or will be extended to the site prior to completion of the building; and</i>	The Town Engineer has commented that sewer and water services are available, with the sewer main being extended at the developer's cost.
<i>(b) where the proposal is for a multi-unit dwelling which will abut commercial uses, the building shall be sited and landscaped to minimize land use conflicts; and</i>	Not applicable since the proposed development does not abut a commercial use.
<i>(c) development is in accordance with policies 19.8 and 19.9.</i>	Please see below.

The criteria set out in Policy 19.8 are compared to the proposed development in the following table:

19.8 *enter into development agreements pursuant to Subsection 38(2)(p) and Section 55 of the Planning Act on the terms and conditions set forth in this Municipal Planning Strategy, and a development agreement shall:*

MPS CRITERIA	COMMENTS
<i>(a) specify the development, expansion, alteration, or change permitted; and</i>	The type of development is described and listed in the agreement
<i>(b) specify the conditions under which the development may occur; and</i>	Conditions for the development are included within the draft development agreement (Appendix C); conditions regarding landscaping, usable outdoor open space and the appearance of the building are not specified.
<i>(c) set forth the terms by which Town Council can terminate an agreement.</i>	The usual termination clause has been included within the draft development agreement.

The criteria set out in Policy 19.9 are compared to the proposed development in the following table:

19.9.1 *consider the following in addition to all other criteria set out in the various policies of this Municipal Planning Strategy when considering amendments to the Land Use By-law or development agreements:*

MPS CRITERIA	COMMENTS
<i>(a) that the proposal conforms to the intent of the Municipal Planning Strategy and to all other applicable Town By-laws and regulations, except where the application is for a development agreement and the requirements of the Land Use By-law need not be met; and</i>	<p>Mr. Cameron has commented that the information available regarding the proposal appears to conform to the intent of the policies of the Municipal Planning Strategy at least conceptually.</p> <p>There are a number of topics for which information has been deferred until the application for a development permit or building permit is received that would usually be available for public comment</p>

	<p>prior to a development agreement being approved by Council. Each of these matters appears to meet the requirements of the Municipal Planning Strategy.</p> <p>The intent of a development agreement is to permit development that would not otherwise be permitted in an area only subject to the terms and conditions established in the Municipal Planning Strategy. The purpose of using the development agreement process is to ensure that the development will fit into its proposed neighbourhood. As a result, in Lunenburg as in other communities, considerable emphasis is generally placed on the comments of the public during the public information meeting. This proposal provides far less information than would usually be available regarding the appearance of the building and access and egress for the development, which are usually major topics of discussion at a public information meeting.</p> <p>As noted below, it is not possible, with the information available, for me as planner to determine and recommend to PAC and Council that the requirements:</p> <ul style="list-style-type: none"> - of clause 19.9.2(d), regarding the appearance of the building; - of clause 19.9.2(g) regarding open space; and - of clause 19.9.2(f) regarding integration into the surrounding area have been met. <p>All other requirements of the MPS appear to have been met.</p>
<p><i>(b) that the proposal is not in conflict with Municipal or Provincial programs in effect in the Town; and</i></p>	<p>The proposal is not in conflict with Municipal or Provincial programs in Town.</p>
<p><i>(c) that the proposal is not premature or inappropriate by reason of:</i></p>	

<p><i>(i) financial ability of the Town to absorb costs related to the development; or</i></p>	<p>There may be costs related to the development for sewer, water, storm sewer and changes to Masons Beach Road. The developer should be required to bear the cost of any changes required to any Town services, including roads. The draft development agreement includes, in Part 6, the following clause <i>“that any changes to Masons Beach Road in the immediate area of 101 Masons Beach Road that are required by the Traffic Authority and Town Engineer to accommodate the proposed development be carried out prior to a development permit being approved.”</i> Mr. Cameron has advised that although requiring the developer to pay for any changes required to accommodate the development cannot be part of the development agreement, Council could consider these costs and who will pay these costs at the time any changes to Masons Beach Road are required.</p>
<p><i>(ii) adequacy and proximity of school, recreation and other community facilities; or</i></p>	<p>The developer has indicated the apartments will primarily be one-bedroom apartments. It is unlikely that either the residential units or the hotel will have a noticeable impact on community facilities.</p>
<p><i>(iii) negatively affecting the enjoyment of established residences; or</i></p>	<p>Any change in the use of this land may be seen as negatively affecting the enjoyment of established residences, as the neighbourhood is used to a large, primarily undeveloped lot. If this 6.9 acre site were to be developed as-of-right, with no need for a development agreement, roughly 35 single unit dwellings or two-unit dwellings (70 dwelling units) could be developed on the site.</p> <p>The traffic and noise generated by this development is likely to be somewhat greater than the “as-of-right” residential development would generate, as the development envisions more residential</p>

	units than could be developed as-of-right, plus the hotel. Given the size, location and relative isolation of the site it is unlikely to have an increased negative impact on residences in the area.
<i>(v) adequacy of Town sewer and water services, including fire flows and water pressure or the adequacy of the site for on-site services; or</i>	The Town Engineer has noted that the sanitary sewer system and domestic water supply to service this development are, or will, be adequate, but the developer must hire an engineer to (1) evaluate the fire flows to ensure they are adequate for this development and (2) review the location of sewer and water services on Tannery Road and Masons Beach Road to determine how this development will be serviced. As the Town Engineer has indicated by e-mail that he feels the servicing issues can be left to the time of approval of the building permit, this item has been deferred within the draft development agreement until the building permit has been requested.
<i>(vi) adequacy of storm drainage and effects of alteration to drainage pattern, including potential for creation of a flooding problem; or</i>	As with sanitary sewer and water, the draft development agreement requires that a storm drainage plan satisfactory to the Town Engineer be prepared prior to a development permit being issued.
<i>(vii) creation or worsening of a pollution problem in the area such as but not limited to soil erosion and siltation of watercourses; or</i>	It is not anticipated that the development will cause a pollution problem in the area.
<i>(viii) suitability of site regarding grades, soils and geological conditions, location of watercourses, marshes, bogs and swamps, and proximity to utility rights-of-way; and</i>	There are no apparent difficulties for development of the site.

19.9.2

consider the following in addition the criteria set out in 19.9.1 above, when considering development agreements:

MPS CRITERIA	COMMENTS
<p><i>(a) that the proposal provides adequate off-street parking. In the case of development by development agreement, parking need not comply with the requirements of the Land Use By-law, and the intention of Council is to reduce the amount of parking required as far as reasonable in relation to the location of the property; and</i></p>	<p>The underground parking garage has been indicated on the plans but has not yet been designed. The present requirements of the Land Use By-law (which need not be met when considering a development agreement) would be for a total of 227 parking spaces. The developer proposes to create 250 underground parking spaces plus above-ground drop off areas, thus exceeding the present requirements.</p>
<p><i>(b) that the proposal provides adequate emergency vehicle access; and</i></p>	<p>The entrances, exits and driveways have not yet been designed by an engineer or surveyor. As the Traffic Authority and the Fire Chief have noted that comments are not possible until the specific driveway entrances and exit locations and design are known, the following clause has been included within Part 2 of the draft development agreement: "that a minimum of two entrances/exits be provided to the development and that each entrance/exit have the approval of the Town Engineer and Traffic Authority."</p>
<p><i>(c) that the hours of operation of the proposed use will not unduly disturb nearby properties; and</i></p>	<p>The hours of operation of the condominiums and apartments will be as for any residential development. The hours of operation of the hotel and hotel components, such as the restaurant, will increase the amount of traffic and noise in this area. The impact of the 60-unit hotel will be "year-round" rather than seasonal. The nearby area includes both a motel and golf course. It is not anticipated that the impact of the hotel units will provide an undue disturbance, but this is a matter which should be discussed at the public information meeting.</p>
<p><i>(d) that the primary architectural</i></p>	<p>No detailed design has yet been done for</p>

<p><i>features of the proposal, including but not limited to bulk, scale, roof shape, building materials, exterior cladding, and shape and size and relationship of doors and windows, shall be visually compatible with nearby buildings in the case of a new building, or with the original building in the case of an addition; and</i></p>	<p>the buildings; all of the information presented to date regarding the appearance of the buildings is included within Schedule C of the development agreement.</p> <p>It is not possible for me to determine from the information available whether the primary architectural features meet the requirements of the Municipal Planning Strategy, as the design has not been completed.</p> <p>As a result the draft development agreement simply makes reference to Schedule C, the booklet of drawings, which are conceptual. A provision that the building is permitted to have a height (defined in the Land Use By-law as the mean between the eaves and ridge of a pitched roof) greater than the 35' permitted under the Land Use By-law appears to be required and has been added to the draft development agreement as clause 4(b) <i>"that the maximum height of the buildings, as defined in the Land Use By-law, be sixty-five (65) feet."</i> This height is required since the building is to be constructed on a slope.</p>
<p><i>(e) that the proposal will not significantly alter the existing character or stability of the surrounding neighbourhood; and</i></p>	<p>The impact on the neighbourhood will be that of intensified residential development. Neither the residential character nor the stability of the area should be affected by a development of this size.</p>
<p><i>(f) that the proposal will be integrated into the surrounding area by means of good landscaping and sensitive site orientation and screening adequate to eliminate the impact of any objectionable features such as parking or outdoor storage of equipment, parts and waste material; and</i></p>	<p>Since the detailed landscaping plan has not yet been prepared, the following clause regarding the objectionable features portion has been included within the draft development agreement: "that all equipment, parts or waste material be located below ground in association with the parking garage or be screened from the public view"</p> <p>Since no information on the overall</p>

	landscaping has been developed, it is not possible for me to determine whether the requirement has been met.
<i>(g) that residential developments provide sufficient usable outdoor open space; and</i>	"Usable" open space is not indicated on either the site plan or the concept plans. Although there appears to be a considerable amount of "green space" indicated on the plans, PAC and Council have in the past required developers to indicate what the area of "usable" open space for residents and guests would be, and in some cases note what furniture or equipment would be provided. This will not be apparent for this site until detailed design work has been completed.
<i>(h) that the proposal will not result in a significant risk of damage to either the natural or built environment. This determination will be made by a person deemed to be qualified by Council. Where Council determines, on the advice of a qualified person, that there is a significant risk of such damage, environmental studies shall be undertaken by the developer in order to determine the nature and extent of any likely damage. The proposal shall not be approved by Council until Council is satisfied that all concerns respecting the impact of the development have been adequately addressed; and</i>	There is no anticipated significant risk of damage to either the natural or built environment.
<i>(i) that adequate provision is made for garbage collection and industrial waste disposal, and Council is satisfied that all necessary permissions for these services have been received from the regulatory body having jurisdiction; and</i>	A structure for compost / cardboard/landfill collection has been shown on page 5 of Schedule C to the development agreement, the booklet of drawings. Arrangements for disposal of garbage are the responsibility of the developer.
<i>(j) the use shall not as a result of emissions of noise, odour, dust, or light or any other form of emission, have an undue negative effect on the enjoyment of other properties in the area.</i>	There is no expectation of emissions of noise, odour, dust, or light or any other form of emission from the property. The impact on the neighbourhood will be that of an increase in residential density, plus the impact of a 60-room hotel.

	<p>Development is to be anticipated as Lunenburg continues to grow. The degree of impact of these uses must be considered by PAC and Council at the Public Information Meeting. The project design details, especially the location of buildings and visibility of the development, often have the most impact on the neighbourhood. These have not yet been prepared and cannot be provided to the public.</p>
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Policy 69, "*Town of Lunenburg Procedural Policy: Planning Applications Procedure*" is attached as Appendix G for your reference. The checklist which I use for development agreements in Lunenburg is also attached as Appendix H and sets out the detailed process for development agreements.

3. FINANCIAL IMPACT

The development should not have a negative financial impact on the Town; the developer should be required to bear the cost of any changes required to Town servicing, including roads. As noted above, the draft development agreement includes, in Part 6, the following clause "*that any changes to Masons Beach Road in the immediate area of 101 Masons Beach Road that are required by the Traffic Authority and Town Engineer to accommodate the proposed development be carried out prior to a development permit being approved.*" Mr. Cameron has advised that although requiring the developer to pay for any changes required to accommodate the development cannot be part of the development agreement, Council could consider these costs and who will pay these costs at the time any changes to Masons Beach Road are required.

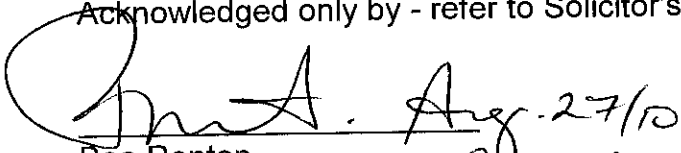
The assignment of infrastructure charges is now enabled under the Municipal Government Act [214 (1) (o) (viii)]. Council should consider an amendment to the Municipal Planning Strategy and Land Use By-law to allow infrastructure charges to be assigned within Lunenburg.

4. RECOMMENDATION

It is recommended that the Planning Advisory Committee, in accordance with clause 4(b) of Policy #69 (Appendix G) review both the above information and the draft development agreement for 101 Masons Beach Road (Appendix C), and recommend to Council regarding:

- (a) the contents of the draft development agreement, including any changes PAC feels should be made to the draft development agreement or further information which should be required from the developer before the process can be moved forward; and
- (b) whether the substantial/non-substantial matters are appropriate as shown in the draft development agreement or should be changed, noting that substantial matters require review through the entire process for a development agreement; and
- (c) whether PAC feels that Council should now authorize PAC to hold a public information meeting.

Acknowledged only by - refer to Solicitor's report attached:


Bea Renton
Town Manager/Clerk

Rec'd.

- Enclosures:
- Appendix A - Application
 - Appendix B - letter from John Cameron
 - Appendix C - Draft Development Agreement, comprised of:
 - 3 pages of text
 - Schedule A legal description
 - Schedule B Site Plan (hard copy only)
 - Schedule C booklet of drawings
 - Appendix D - 2 pages site information
 - Appendix E - LUB 8.1(c)
 - Appendix F - MPS 6.4 & 6.5
 - Appendix G - Policy 69
 - Appendix H - Checklist
 - Figures 1 - 4



9 King Street Lunenburg, Nova Scotia B0J 2C0
 Phone: 902 634 7276 / Fax: 902 634 3905

APPLICATION

2010-01-25

Madelyn LeMay
 Planner
 Town Of Lunenburg
 Lunenburg, Nova Scotia, B0J 2C0

Re: 101 Mason's Beach Rd.
 Request for a Development Agreement

Dear Mrs. LeMay,

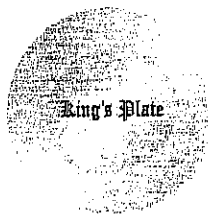
This letter should serve as our request for the issuance of a development agreement for our property at 101 Mason's Beach Road. We desire to erect on the corners of the property facing Mason's Beach Road during the sales and construction period 2 signs at the maximum allowable size to announce the development and sales activity. We will at a later time apply under separate application for the appropriate sign permit.

It is our intent to develop in 3 phases the following:

120 Bed Resort Hotel	with Restaurant, Spa and Indoor Pool	+/- 50.000 sq.ft usable space
60 Condominiums	with various sizes	+/- 90.000 sq.ft usable space
30 Small 1 Bedroom Apartments		+/- 21.000 sq.ft usable space

including various commercial buildings for use as a restaurant, conference rooms, club house, recreational and business centre facilities, etc.. Furthermore, the entire parking will be provided in underground parking spaces. An appropriate dock high space for deliveries and garbage removal will be located at the edge of the property to be determined later. Such a loading facility shall be properly screened.

Due to the extensive earthwork required more than 90% of the existing vegetation needs to be removed. A separate landscaping plan will be provided with the building plans at a later point. We will commence the process of building and landscaping plans once the Development Agreement has been approved and the amount of building space has been determined.



The project will proceed once all permits and financing are received and will most likely be executed in 3 phases.

- Phase 1 Condominiums once necessary presales have been obtained
- Phase 2 Hotel complex
- Phase 3 Apartment Units

Further plans as to the appearance of the property will be provided at a point when the Development Agreement has been finalized but will be along the current available design already provided to you.

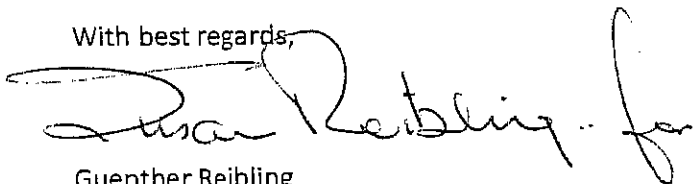
We do not intend to consolidate the 3 properties but redraw the lines in such a way that each facility is located on one property. Only the underground garage will be located on all 3 properties with the required fire separation etc. As the condominiums will receive individual deeds this is an absolute requirement on our part.

During our meetings with the mayor and various other council members it became apparent that an Institutional use is not in the interest of the Town. We therefore request on that parcel 30 Apartment units in its place.

Stellar Investments Inc. is the sole owner of all properties on 101 Mason's Beach Rd. and we have no Mortgage, Liens or Judgements or other financial Encumbrance on the property. Stellar Investments Inc is located at 9 King Street, P.O. Box 849, Lunenburg. Guenther Reibling is the President and Susan Reibling Vice President / Sec. Treasurer and both are authorized to sign on behalf of the corporation.

Please let me know if you need any additional information.

With best regards,



Guenther Reibling
President



9 King Street Lunenburg, Nova Scotia B0J 2C0
Phone: 902 634 7276 / Fax: 902 634 3905

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APPLICATION:
LETTER CLARIFYING
INTENT

2010-02-20

Madelyn LeMay
Planner
Town Of Lunenburg
Lunenburg, Nova Scotia, B0J 2C0

Re: 101 Mason's Beach Rd.
Request for a Development Agreement
Your letter Dated Feb 9th.2010

Dear Mrs. LeMay,

Enclosed you find my responses to your letter dated Feb. 9th.

Lot Configuration

Enclosed with this letter you find a sketch drawing with estimated lot layouts. Obviously the final law-out will be done once we have a clearer picture what council will permit to be built on this site and construction drawing are finalized. I don't think the drawings can be final before the vote or a public hearing as we need building drawings to locate the final lot lines.

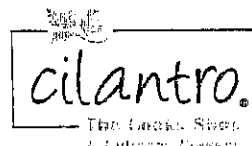
Lot Use

- Lot 1 is the hotel site
- Lot 2 is the condominium site
- Lot 3 is the apartment site

The location of each building, driveway, underground and above ground park is all a result of the amount of units which can be placed on the site and approved by the council. I will not start drawing a whole project just to find out later that council will not approve it or the number of units changes dramatically.

One-Bedroom Apartments

The apartments will be initially owned by Stellar Investments Inc. as rental units. If sold at a later time it will be again to a single owner.



Condominiums

Once we know that council will allow us to built condominiums we will file the appropriate documentation. We understand that any council approval would be subject to registration with the province.

Parking

We will be providing at least the required if not more parking spaces. As the majority of the spaces will be underground we need the conceptual approval first so we can plan parking accordingly.

Page 2

Building Permits

Agreed. But first we need to know if council approves of the concept and the requested amount of units so we can have the architects draw the plans to code.

Building Appearance and Landscaping

As there is no buildings in the surrounding area which we could be compared too (for sure it will not look like the Topmast Motel) this is in my opinion up to the interpretation of the council. I feel that the submitted conceptual drawing gives more than enough ideas how this project will look.

We would not spend this kind of money and not consider landscaping and screening of waste dumpster's or similar unsightly but necessary parts of the project.

As to the roof type the idea was to blend it to some of the historic structures like the academy and the roofing material will be a architectural slate like tile. The cladding will be most likely stucco facades.

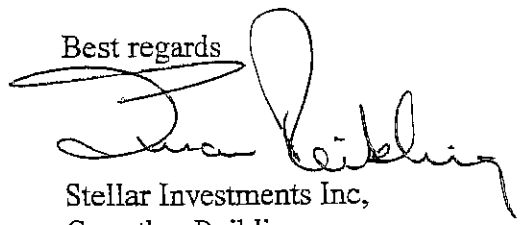
Signs

We would like to place the maximum allowable, temporary signs for advertising the project during the sales and construction period at the corner of Lot 1 and Masons Beach Rd. . I marked the spot on the plan provided.

Permanent signs will be located at the entrance of the properties. As we can not yet finalize where these entrances are I had hoped that we can do that at a later time. We also have not yet thought about any names for the hotel, condominium or apartments.

I hope this will give you further details on our plans at this time, completely understanding that it is difficult for all parties to wrap there arms around a project of that size and nature. On the other hand we can not spend hundreds of thousands of dollars for detail plans when we do not know what the council's wishes as to the scope of the project are. We spend over \$50.000 to get to this point and I am at the point where I need to let the architects know what to design. Council now needs to let me know... yes we support up to 60 Hotel Rooms with conference facilities etc., on Lot 1, yes we support up to 60 Condominiums on Lot 2 and yes we support up to 30 Apartments on Lot 3. That gives me the tools for the next step.

Best regards

A handwritten signature in black ink, appearing to read "Guenther Reibling". The signature is fluid and cursive, with a large loop at the beginning and a long tail.

Stellar Investments Inc,
Guenther Reibling

JOHN R. CAMERON, Q.C.
BARRISTER AND SOLICITOR

Telephone: 902.665.5035
Facsimile: 902.665.5037
email: jrcameroniaw@ns.aliantzinc.ca

5 Victoria Street
P. O. Box 70
Bridgetown, Nova Scotia
B0S 1C0

Ms. Bea Renton
CAO
Town of Lunenburg

Re: Stellar Investments application for development agreement

Dear Ms. Renton:

With respect to the Stellar Investments application, I noted that there were nine areas of deficiency cited:

1) location and visibility of buildings as they affect other nearby properties (of which there appear to be few) , but the golf course is notable among them.

The information provided appears to be adequate to evaluate this concept if there is something concerning external appearance (which does not show well in scanned black and white), but may be available. Height and bulk are evident. From the sketch submitted it appears that the buildings will be located more or less in the centre of the three lots Stellar owns on Masons Beach Road and will use all three of them.

Note: a portion of one lot is leased to the Golf Club.

Required: location of development on the sketch map provided (it appears that the rental housing will be on lot 3, the condos on lot 2 and the hotel on lot 1).

Also, some idea of the external appearance.

2) traffic - driveway entrance

This is apparent from the concept drawing, but not its location on the three lots.

Required: location of driveway on the sketch map provided. It appears to be more or less in the centre of the existing building.

Will the existing building be replaced?

3) adequacy of town services

fire flows (to be evaluated by applicant): this is related to the potential paving of Tannery Road, and the location of services (primarily a development permit issue) - the question appears to relate to the potential requirement for larger pipes to service the requirements of the development. The development appears to be limited to three levels (ground, second and third). There is little information as to what building materials will be used, which is a fire control issue.

Generally town services are adequate, and building to Code requirements with appropriate fire separations and barriers has to be presumed. If Stellar can get some advice from its insurers the fire flow issue can be resolved. Internal servicing is not a matter for the development agreement.

A meeting with the Town's engineer will likely resolve the connections problem.

Required: confirmation existing fireflow will be adequate; connection location

4) storm drainage plan

This is a large area of land, but there is no information showing just how the proposed development will sit on it. Best estimates are that it will essentially use up all of the available land. A storm drainage plan is essential, but can be included in the development agreement as "a storm drainage plan shall be provided to the satisfaction of the Town Engineer before a development permit is issued."

5) parking

The concept is to provide underground parking, which resolves most concerns (is there visitor parking above ground?). The Town needs to know how many spaces - the zoning by-law will control design, so the development agreement really only needs the number, or even a minimum number. Actual design must be provided before the development permit can be issued.

Required: number of parking spaces

Alternative: the development agreement can require the development to contain at least 117 parking spaces on lot 1 (hotel) etc., where the number is the minimum required in the present zoning by-law. The Town is not concerned if there are more.

6) adequate emergency vehicle access - same as 2.

7) primary architectural feature to be visually compatible with nearby buildings

pretty much the same as 1. detailed design is not needed if there is a rendering to allow evaluation of the concept. This is fairly clear from what has been provided.

8) landscaping/screening -

There needs to be a commitment to some form of landscaping, and screening where necessary, but the exact form is not needed at this time. Some indication on the plot plan of where observable landscaping features would go, and the screening, with freedom to change content but not effect, is the usual content.

Required: An indication of what areas will be landscaped and what will be paved. Some idea of the type (generally) of landscaping.

The development agreement can provide that all service areas will be screened to avoid conflict with the development and adjacent areas without specifying the exact location of the service area or the screen, while specifying some parameters for the screening. A development permit could not be issued unless these provisions were observed.

9) usable outdoor space

Not available from the information provided - this requires the site plan and a commitment as to what parts of the site will not be the subject of future development. Stellar probably has the elements of this information.

Required: an indication on the sketch plan of what parts of the area will be usable open space, available particularly to residents in the condos and apartments.

This is a major development that could be of great significance for the Town, if well done, as appears likely, but it could if improperly done be a severe eyesore. From what has been provided this seems quite improbable, but the purpose of the development agreement is to ensure that the development is an asset to the community.

The major missing item is a plot plan, showing the lots as presently configured (and as intended) with the proposed developments and driveways. This does not have to be prepared by a surveyor. The Town does not know how much open space will remain, whether the lots have to be reconfigured, whether there is some future development potential, where the driveway access to the road is, and the like.

I note from the January 25 letter from Stellar that they plan a phased development - the timing and content of the phases should be provided to be included in the development agreement. An approximation of the amount of commercial space to be included should

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also be provided. Some of the information suggests that all three of the development types will be phased and some that the development will occur in discrete phases involving the condos, apartments and hotel.

A sketch plan showing the proposed realignment of the property boundaries to incorporate the different phases has been provided. Some idea of where the underground parking is going to go is essential to evaluate what problems, if any, the resubdivision of the lot may entail. Location of driveways, which use is on which lot and the footprint of the development is required.

This information has been requested and need not be expensive to provide.

Signs: the location has been provided; the Town needs an indication of the probable maximum size.

If the information is provided it should be adequate to allow the preparation of a development agreement. I think one that is general, requiring some further information at a future date as a condition of a development permit, and probably requiring amendment from time to time as plans progress, can be constructed. Based on the information requested by Ms. LeMay, that would appear to have been her idea as well.

I would advise Council to proceed, on its own, with the amendments to allow for concept development agreements. That is a useful tool in any event. However, I do think that a development agreement can be crafted for the Stellar proposal with a little more information from the developer without having to use a concept agreement unless the developer insists.

Yours very truly,

John R. Cameron

3. Landscaping, Lighting and Screening

- (a) that any exterior lighting be limited to lighting for safety and security only, and be focussed on the lands that are the subject of this agreement so as to minimize the illumination of surrounding areas, and be located so that nearby properties and streets are not illuminated to the extent that a hazard or nuisance will result; and
- (b) that landscaping in keeping with the nearby golf course and the neighbourhood be developed and maintained on all portions of the property which are not built on; and
- (c) that all equipment, parts or waste material be located below ground in association with the parking garage or be screened from the public view.

4. Exterior Appearance of the Structures

- (a) that the exterior appearance of the structures be approximately as shown on Schedule C; and
- (b) that the maximum height of the buildings, as defined in the Land Use By-law, be sixty-five (65) feet.

5. Signs

- (a) that a maximum of two (2) signs be permitted on the property; and
- (b) that the maximum sign area of each sign be 3.5 square metres (40 sq.ft.).

6. Servicing

- (a) that fire flows are to be evaluated and deemed satisfactory by the Town Engineer at the time application is made for a building permit; and
- (b) that a storm drainage plan which is deemed satisfactory by the Town Engineer is provided before a development permit is issued; and
- (c) that any changes to Masons Beach Road in the immediate area of 101 Masons Beach Road that are required by the Traffic Authority and Town Engineer to accommodate the proposed development be carried out prior to a development permit being approved.

7. Maintenance

- (a) that the buildings be kept in good repair, and the exposed exterior surface painted or treated as may be necessary, so that the building is maintained in a tidy and attractive state; and
- (b) that all fences, retaining walls, lawns, trees, shrubs, gardens, and other landscaping elements be regularly maintained and any undeveloped, unused portions of the lot shall be kept in a tidy state and free from unkempt materials or matter of any kind.

8. Changes and Alterations

- (a) that all matters in this agreement not specified in Subclause 8 (b) below are non-substantial matters which may be changed or altered without a public hearing, but with the written consent of Town Council, provided that Town Council determines that the changes do not significantly alter the intended effect of these aspects of the agreement.
- (b) that the following matters are substantial matters and may not be changed or altered except by amendment to this agreement in the form of a further development agreement incorporating the intended change:
 - (i) the maximum number of rental units within the hotel; and
 - (ii) the maximum number of residential condominium units; and
 - (iii) the maximum number of one-bedroom apartments.

9. Termination of Agreement

- (a) that this agreement shall be in effect until discharged by resolution of the Council of the Town pursuant to the *Municipal Government Act*, whereupon the Land Use By-law shall apply to the lands described in Schedule A; and
- (b) that the Town of Lunenburg may discharge this development agreement if the use described herein has not been commenced within twelve (12) months of the date of this agreement; and
- (c) that the Town of Lunenburg may discharge this development agreement if the use described herein is discontinued for twelve (12) months or longer; and
- (d) that the Town of Lunenburg retains the option of discharging this development agreement should any fact provided by the developer to the Town constitute a material misrepresentation of the facts.

10. Other

That this agreement shall enure to the benefit of, and be binding upon the Town and its successors and assigns and shall enure to the benefit of and be binding upon the developers, their heirs, executors, administrators, and assigns, the owner or owners from time to time of the property described in Schedule A, until discharged.

11. Compliance with Other By-laws and Regulations

That nothing in this agreement shall exempt the Developer from complying with other By-laws or Regulations in force within the Town, including the Building Code By-law, or from obtaining any Federal, Provincial or Municipal license, permission, permit, authority or approval required.

12. Ownership

I hereby certify that we are the sole owners of the property described in the attached Schedule A, having received the deed from Guenther Reibling and Susan J. Reibling, dated July 2, 2003, and recorded at the Bridgewater Registry of Deeds at Page 593 in Book 900 as document # 4029 on July 4, 2003. We have not disposed of any interest in the property and there are no judgements, mortgages or other liens or encumbrances affecting the property. We hereby certify that Stellar Investments Inc. is the sole owner of the property described in the attached Schedule A.

Witness

Guenther Reibling, President
Stellar Investments Inc.

Witness

Susan Reibling, Secretary
Stellar Investments Inc.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed by affixing their seals and corporate seals on the day and year first above written.

In the presence of:

Witness

Guenther Reibling, President
Stellar Investments Inc.

Witness

Susan Reibling, Secretary
Stellar Investments Inc.

TOWN OF LUNENBURG

Witness

D. Laurence Mawhinney
Mayor

Witness

Bea Renton
Town Manager / Clerk

SCHEDULE "A"

(Lots 00-1, 00-2 and 00-3, Mason's Beach Road, Lunenburg)

All those lands and premises conveyed in a Warranty Deed dated the 14th day of May, 2002 from Sherman Zwicker to Gunther Reibling and Susan J. Reibling as recorded in Bridgewater Registry of Deeds Office on the 15th day of May, 2002 in Book 839 at Page 965 under Number 2880 and therein more particularly described as follows:

Nova Scotia Grid North

April 16, 2002

ALL those lots of land and premises situate at Masons Beach Road, in the Town of Lunenburg, in the County of Lunenburg, in the Province of Nova Scotia, and shown on a Plan of Survey 00-099, dated October 4, 2000, prepared by Turner Surveys, and being more particularly bounded and described as follows:

FirstLot 00-1A Lot of Land in the Town of Lunenburg

BEGINNING at a point marked by a survey marker (an iron bar with an identification cap) on the Southeastern side of the Masons Beach Road, a Public Street in the Town of Lunenburg, and having various widths, said survey marker being on a Southwest boundary of the former Edwin Kaulback property, occupied now by the Bluenose Golf Club, this survey marker being 13' more or less from the Southeast limit of the Masons Beach Road;

THENCE South 55° 05' 18" East along the Southwest boundary of the former Kaulback property, occupied by the Bluenose Golf Club 134.83' to a point marked by a survey marker;

THENCE South 55° 05' 18" East continuing along the Kaulback property occupied by the Bluenose Golf Club 196.30' to a point at the most Easterly corner of the herein described lot;

THENCE South 24° 19' 39" West along the Northwest boundary of the Kaulback property occupied by the Bluenose Golf Club 31.21' to a point marked by a survey marker;

THENCE South 24° 19' 39" West continuing along the Kaulback property occupied by the Bluenose Golf Club 124.29' to a point marked by a survey marker at the most Easterly corner of Lot 00-2, the property of Sherman F. L. Zwicker;

THENCE North 51° 30' 06" West along the Northeast boundary of Lot 00-2, 408.78' to a point marked by a survey marker on the Southeast limit of the Masons Beach Road;

THENCE North 50° 14' 05" East along the Southeast limit of the Masons Beach Road 131.98' to a point at the Northwest corner of the former Edwin Kaulback property occupied by the Bluenose Golf Club;

THENCE South 55° 05' 18" East along a Southwest boundary of the Kaulback property occupied by the Bluenose Golf Club 13.38' to the point of beginning.

The above described lot is all of Lot 00-1 shown on the aforementioned Plan of Survey and contains an area of 1.21 acres more or less and is part of the property referred to as "Windycrest".

For reference to title see a deed dated July 5, 1937, from Julia Selig et vir to F. Homer Zwicker and recorded at the Registry of Deeds Office, on September 22, 1937, in Book 103, Page 344.

Sherman F. H. Zwicker acquired his interest in the above described lot of land by the Last Will and Testament of F. Homer Zwicker recorded at the Registry of Deeds Office, Bridgewater, in Book 399, Page 1009.

Second

Lot 00-2

A Lot of Land in the Town of Lunenburg Adjoining the First Lot Above Described

BEGINNING at a point marked by a survey marker (an iron bar with an identification cap) on the Southeast limit of the Masons Beach Road, a Public Street in the Town of Lunenburg, and having various widths, said survey marker being at the most Westerly corner of Lot 00-1, the property of Sherman F. H. Zwicker;

THENCE South 49° 37' 55" West along the Southeast limit of the Masons Beach Road 120.90' to a point marked by a survey marker at the North corner of Lot 00-3, the property of Sherman F. H. Zwicker;

THENCE South 52° 05' 11" East along the Northeast boundary of Lot 00-3, 460.89' to a point marked by a survey marker on a Northwest boundary of the former Edwin Kaulback property occupied by the Bluenose Golf Club;

THENCE North 24° 19' 39" East along the Kaulback property occupied by the Bluenose Golf Club 117.50' to a point marked by a survey marker at the South corner of Lot 00-1, the property of Sherman F. H. Zwicker;

THENCE North 51° 30' 06" West along the Southeast boundary of Lot 00-1, 408.75' to the point of beginning.

The above described lot is all of Lot 00-2 shown on the aforementioned Plan of Survey and contains an area of 1.16 acres more or less. The above described lot is part of the property referred to as "Windycrest".

For reference to title see Lot No. 1 described in deed dated May 21, 1937, from Daniel Smith et ux to F. Homer Zwicker, and recorded at the Registry of Deeds Office, on May 25, 1937, in Book 103, Page 185.

Sherman F. H. Zwicker acquired his interest in the above described lot of land by the Last Will and Testament of F. Homer Zwicker recorded at the Registry of Deeds Office, Bridgewater, in Book 399, Page 1009.

Third

Lot 00-3

A Lot of Land in the Town of Lunenburg Adjoining the Second Lot Herein Described

BEGINNING at a point marked by a survey marker (an iron bar with an identification cap) on the Southeast limit of the Masons Beach Road, a Public Street in the Town of Lunenburg, and having various widths, said survey marker being at the West corner of Lot 00-2, the property of Sherman F. H. Zwicker;

THENCE South 52° 05' 11" East along the Southwest boundary of Lot 00-2, 450.89' to a point marked by a survey marker on a Northwest boundary of the former Edwin Kaulback property occupied by the Bluenose Golf Course;

THENCE South 23° 02' 57" West along the former Edwin Kaulback property occupied by the Bluenose Golf Course 418.01' to a point marked by a survey marker at the East corner of Lot 00-4, the property of Sherman F. H. Zwicker;

THENCE North 52° 57' 32" West along the Northeast boundary of Lot 00-4 marked by the remains of a wire fence, 499.20' to a point marked by a survey marker on the Southeast limit of the Masons Beach Road;

THENCE North 53° 17' 02" West along the limit of the Masons Beach Road 8.35' to a point marked by an iron pipe;

THENCE North 53° 17' 02" West continuing along the limit of the Masons Beach Road 5' more or less to a point on the Southeast limit of the Masons Beach Road;

THENCE in a Easterly direction following along the various courses of the Southeast limit of the Masons Beach Road 428' more or less to the point of beginning, a tie line between the last mentioned survey marker and the point of beginning being North 28° 24' 02" East 417.37'.

The above described lot is all of Lot 00-3 shown on the aforementioned Plan of Survey and contains an area of 7.24 acres more or less and a portion of the Zwicker house having Civic No. 101 is located on this lot, which is part of the property referred to as "Windycrest".

SUBJECT TO any easement that might exist in favour of the Lunenburg Electric Company for the overhead service line crossing the above described lot and located as shown on the aforementioned Plan of Survey.

For reference to title see a deed dated July 6, 1937, from Anna Bertha Young to F. Homer Zwicker, and recorded at the Registry of Deeds Office, on September 22, 1937, in Book 103, Page 345.

Sherman F. H. Zwicker acquired his interest in the above described lot of land by the Last Will and Testament of F. Homer Zwicker recorded at the Registry of Deeds Office, Bridgewater, in Book 399, Page 1009.

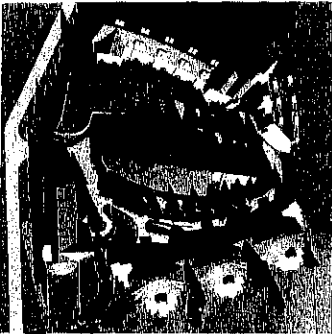
Subject to a first Mortgage in favour of the Bank of Montreal recorded in Bridgewater Registry of Deeds Office on the 15th day of May, 2002 in Book 839 at Page 970 under Number 2881.

Erwin Turner



Schedule B

(Hard copies
in your
Mailbox)



PETROFF

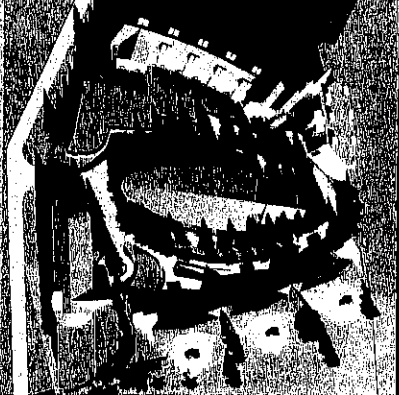
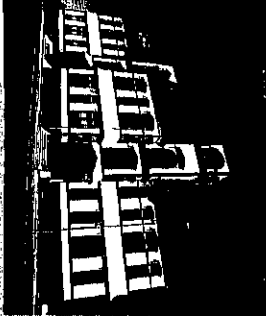
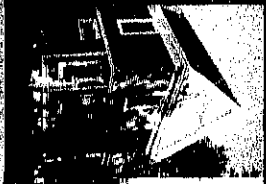
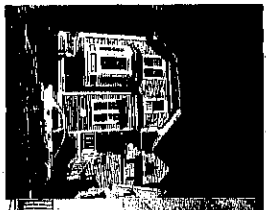
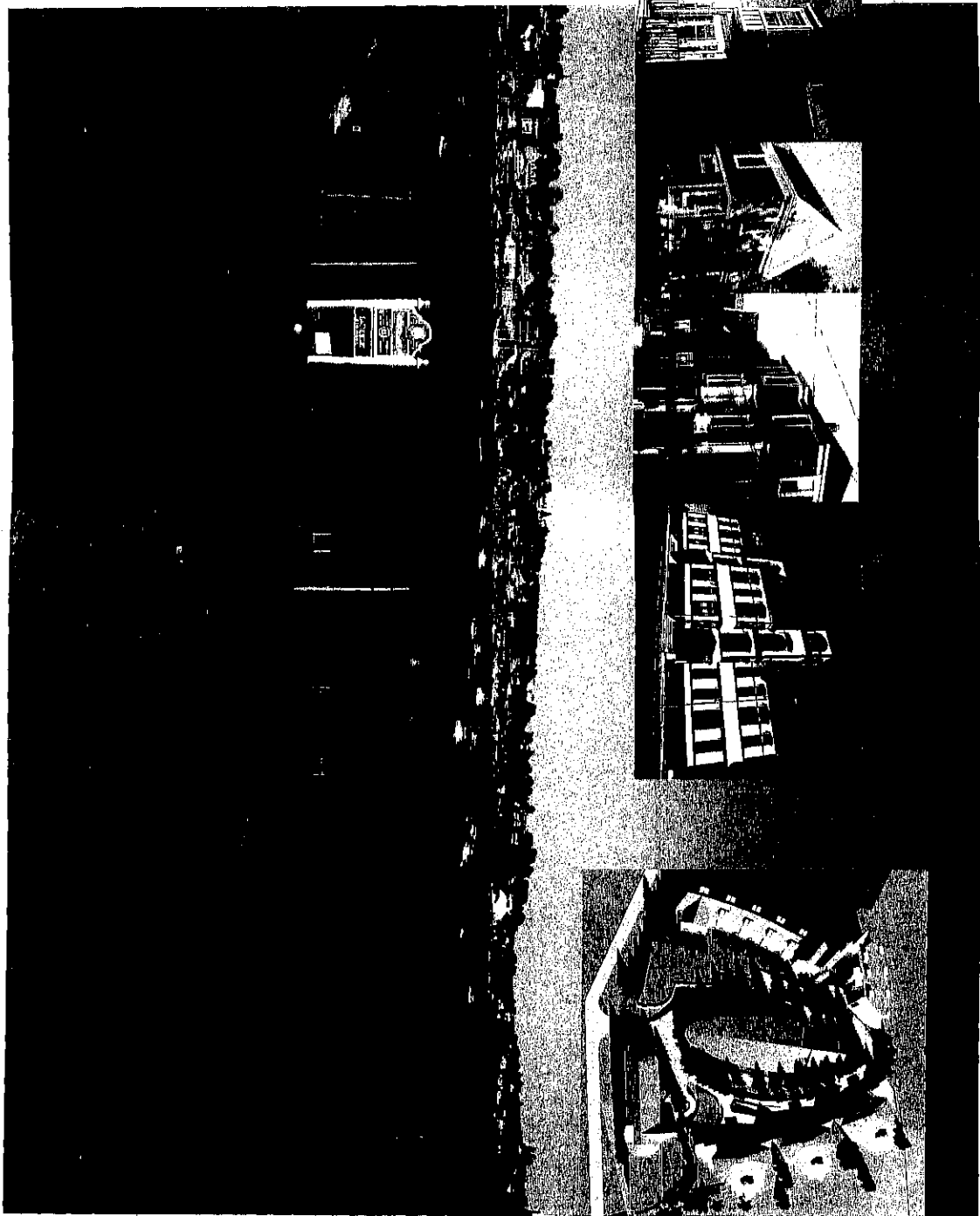
THE TOP

LUNENBURG NOVA SCOTIA



STELLAR INVESTMENT INC

Schedule "C"

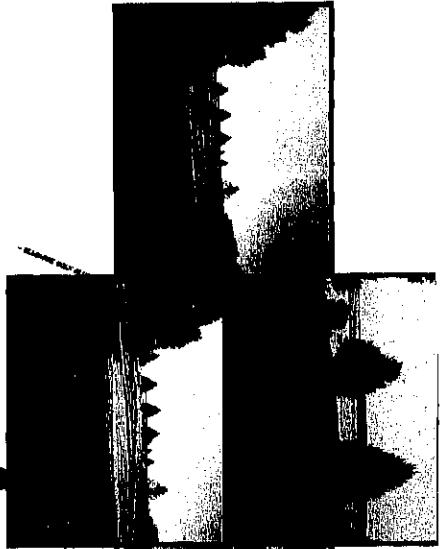
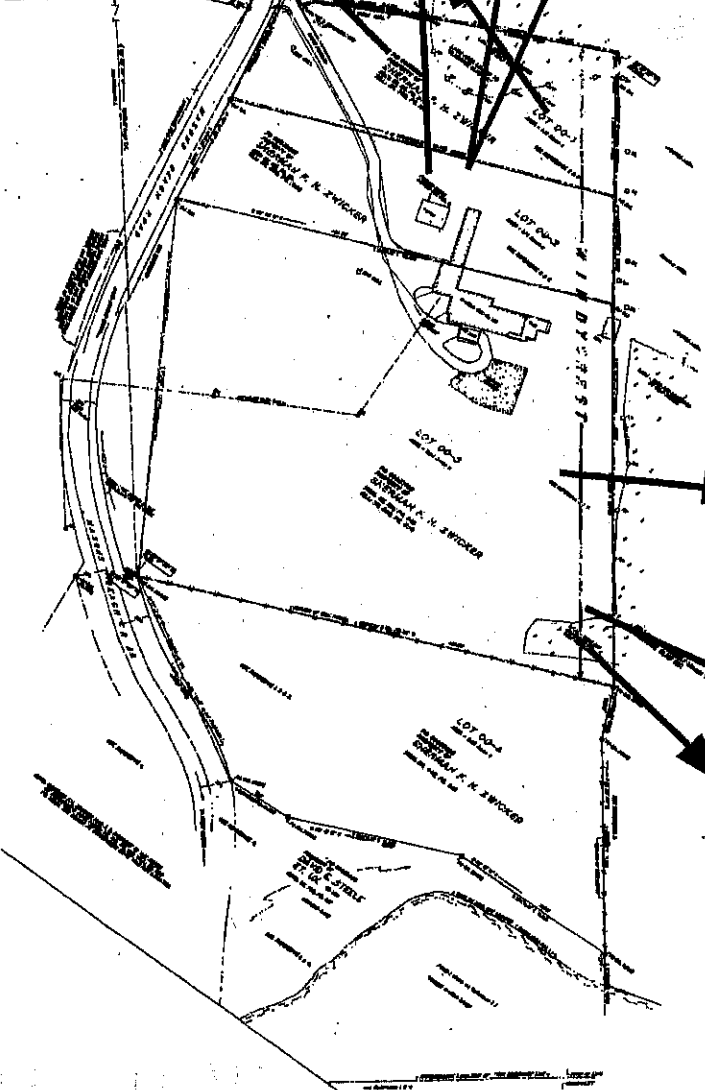
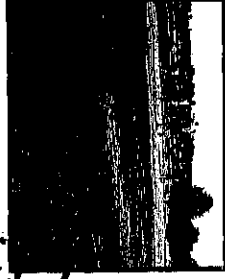
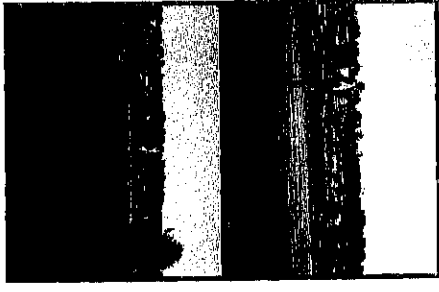


CONTEXT

ARCHITECTURE + INTERIORS
PETRAE

LUNENBURG NOVA SCOTIA

STELLAR INVESTMENT INC

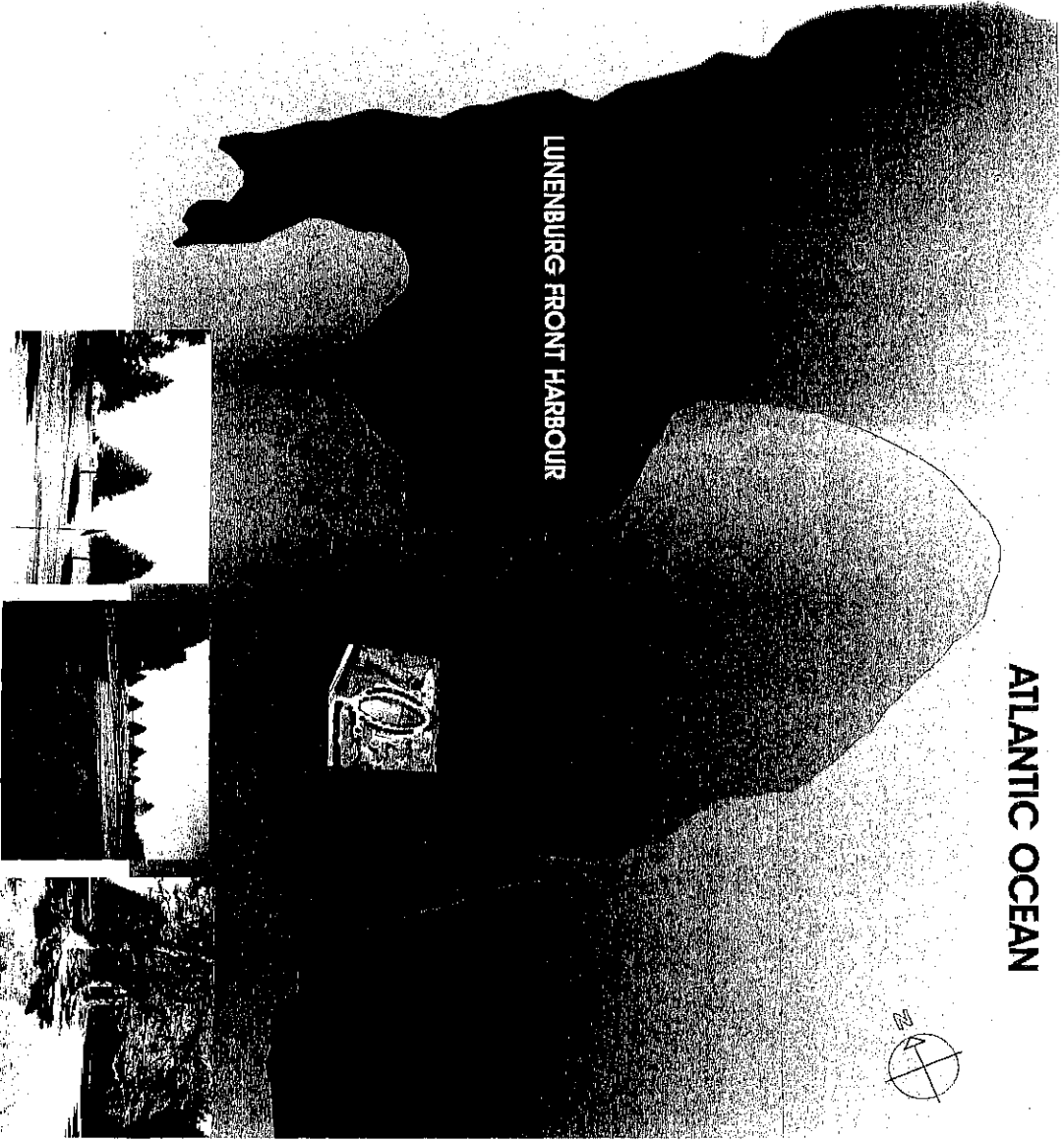
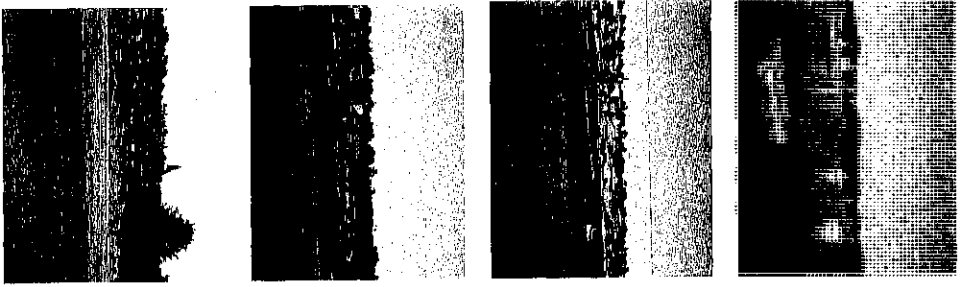


GENERAL ARCHITECTURAL ARCHITECTS
PETROFF

IEWS FROM SITE LOCATION

LUNENBURG NOVA SCOTIA.

STELLAR INVESTMENT INC



LUNENBURG FRONT HARBOUR

ATLANTIC OCEAN

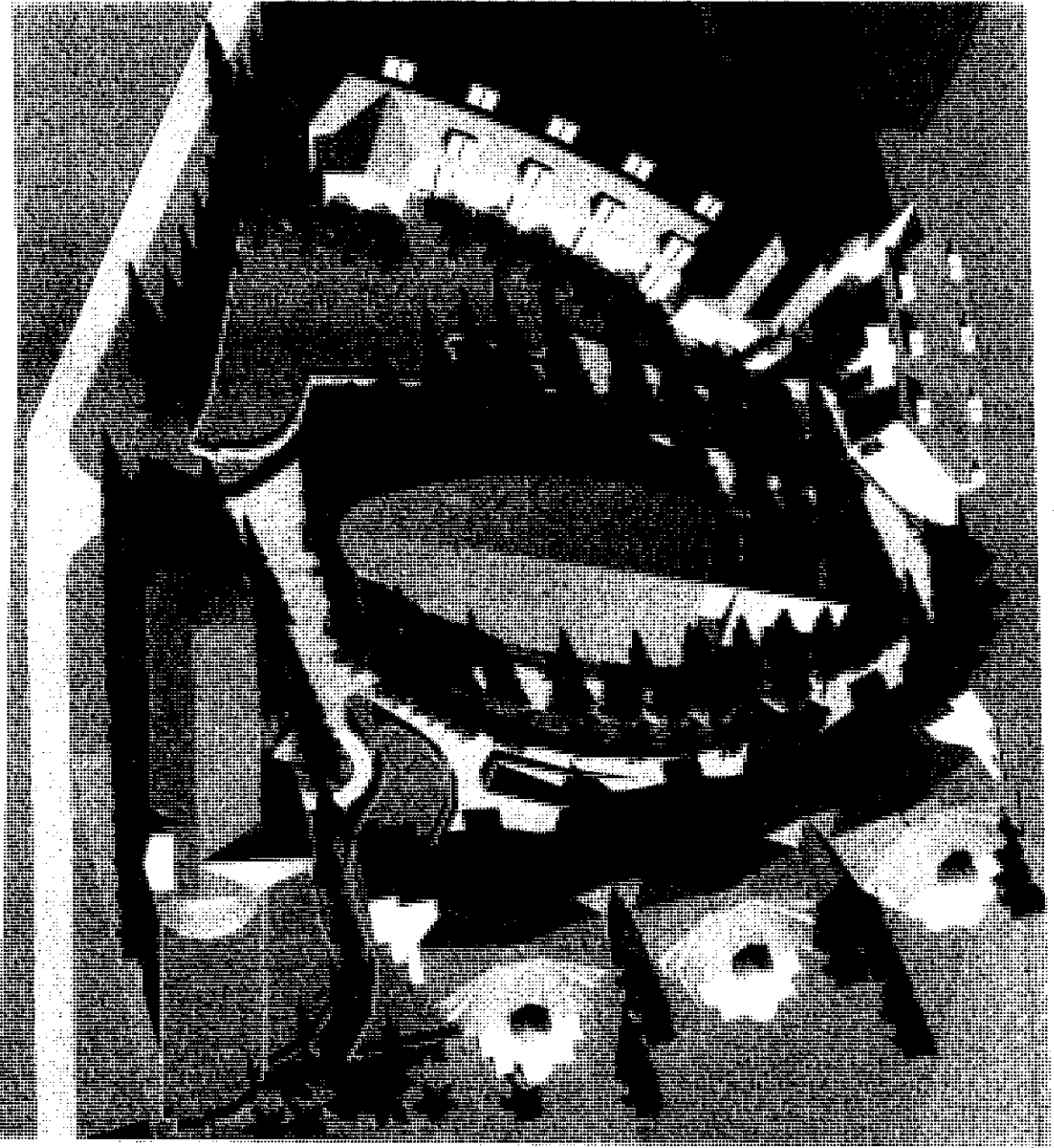


LOCATION

PREPARED BY
PETROFF

LUNENBURG NOVA SCOTIA

STELLAR INVESTMENT INC



TOP VIEW

ARCHITECTS
PETROFF

THE TOP
LUNENBURG NOVA SCOTIA

STELLAR INVESTMENT INC

HOTEL COMPONENTS

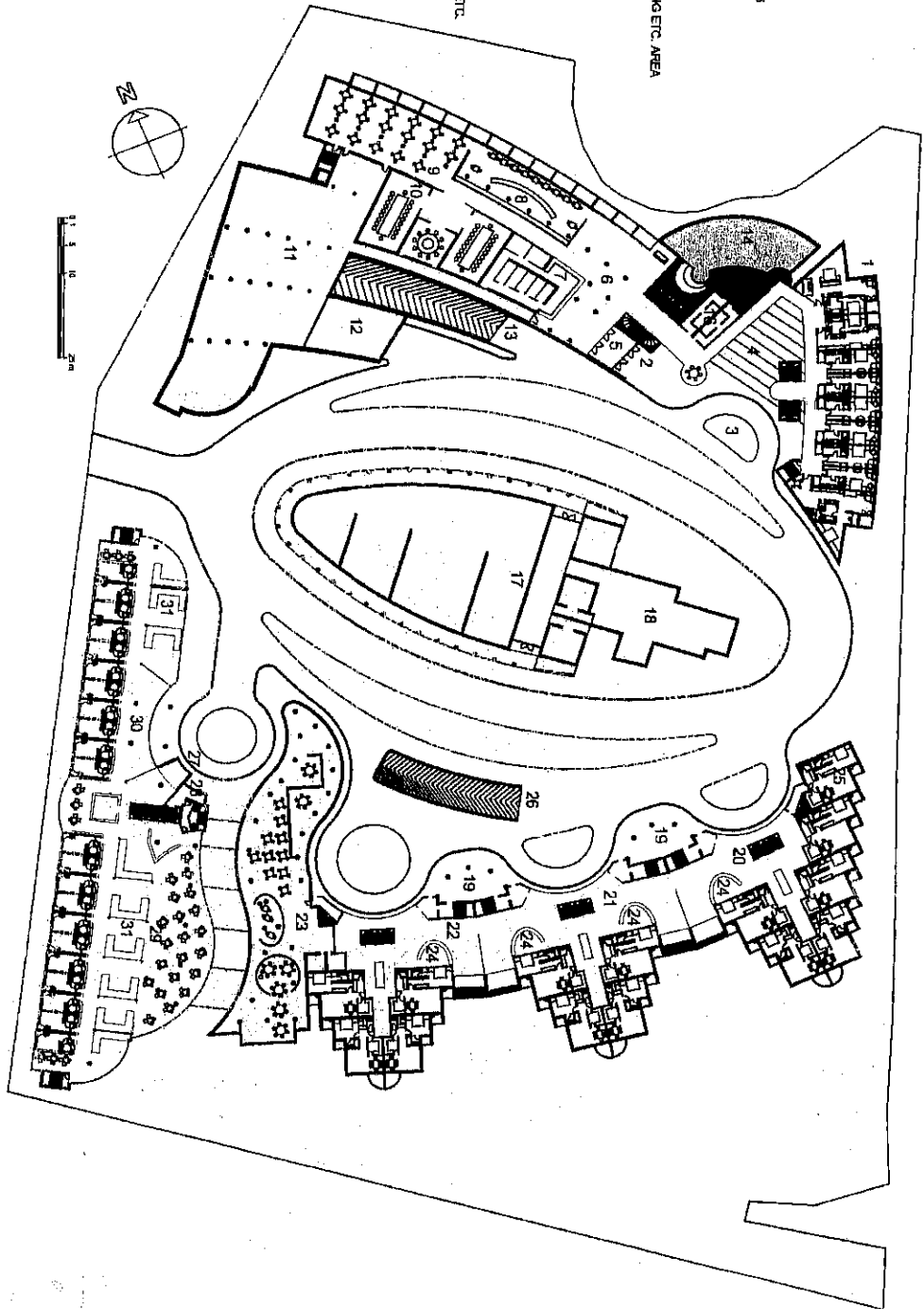
- 1 HOTEL PHASE 2
- 2 MAIN ENTRANCE
- 3 VEHICULAR ACCESS, DROP OFF-PICK UP
- 4 LANDSCAPED COURTYARD
- 5 VESTIBULE
- 6 MAIN LOBBY AND CIRCULATION AREA
- 7 FRONT DESK AND MANAGEMENT OFFICES
- 8 LOBBY BAR, LOUNGE AREA
- 9 RESTAURANT CAFE AREA
- 10 CONFERENCE MEETING ROOMS AREA
- 11 B.O.T.H. KITCHEN STAFF AREA
- 12 SHIPPING, RECEIVING GARAGE HANDLING ETC. AREA
- 13 U.G. PARKING ACCESS-EGRESS RAMP
- 14 POOL
- 15 POOL DECK
- 16 CHANGING ROOMS

COMMON FACILITIES, RESIDENCES AND LONG TERM CARE

- 17 FITNESS, CARDIO MACHINES, EXERCISE ETC.
- 18 RESTAURANTS, SHOPS, ETC.
- 19 TERRACES
- 20 LOBBY OF PHASE 1
- 21 LOBBY OF PHASE 2
- 22 LOBBY OF PHASE 3
- 23 PARTIES, GAMES, CONTRACT BRIDGE, TV LOUNGES ETC.
- 24 CONCIERGE
- 25 CARETAKER'S FLAT
- 26 U.G. PARKING ACCESS-EGRESS RAMP
- 27 MAIN ENTRANCE
- 28 DINING AND MAIN ACTIVITIES AREA
- 29 LOBBY AND VISITORS AREA
- 30 LOBBY AND VISITORS AREA
- 31 SPECIFIC ACTIVITIES AREA

UNITS ON GROUND LEVEL

- 9 HOTEL UNITS
- 14 RETIREMENT APARTMENTS
- 22 LONG TERM CARE UNIT



GROUND FLOOR LEVEL



LUNENBURG NOVA SCOTIA

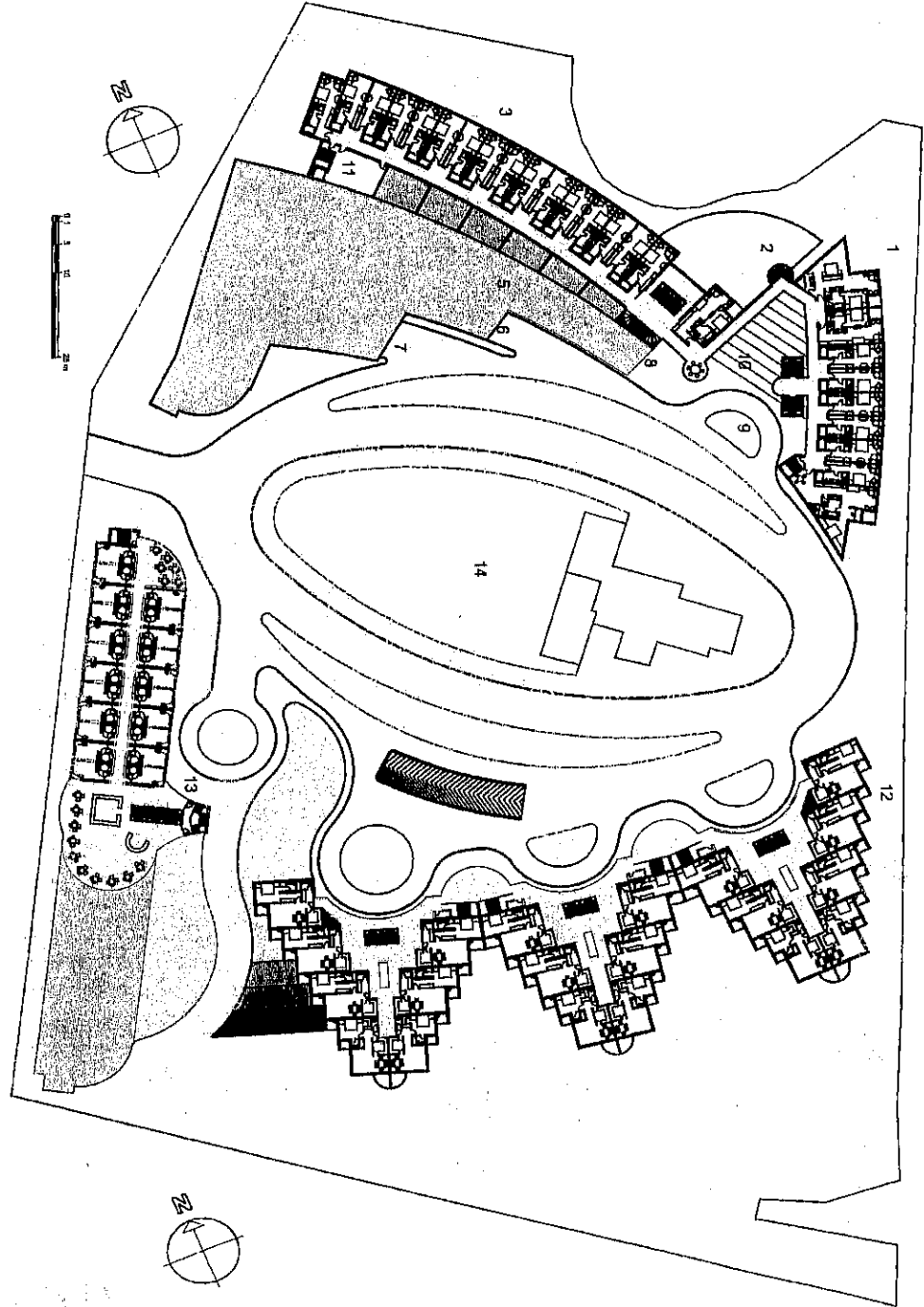
STELLAR INVESTMENT INC.

HOTEL, SINGLE ROOMS FLOOR,
SUITES AT SPECIFIC LOCATIONS

- 1 HOTEL PHASE 2
- 2 POOL AREA
- 3 HOTEL PHASE 1
- 4 SUNLIGHTS
- 5 LANDSCAPED ROOF TERRACE
- 6 UG. PARKING ACCESS, EGRESS
- 7 RECREATING
- 8 MAIN ENTRANCE
- 9 VEHICULAR ACCESS, DROP OFF-PICK UP
- 10 LANDSCAPED COURTYARD AREA
- 11 SERVICE CORE, MAIDS ROOM, STORAGE
- 12 RESIDENTIAL, 3 CLUSTERS, 3 PHASES
- 13 LONG TERM CARE
- 14 ROOF OF COMMON FACILITIES

UNITS ON 2ND LEVEL

- HOTEL UNITS 26
- RETIREMENT APARTMENTS 20
- LONG TERM CARE UNIT 22



2ND FLOOR LEVEL

ARCHITECTURAL ARCHITECTS
PETROFF

LUNENBURG NOVA SCOTIA

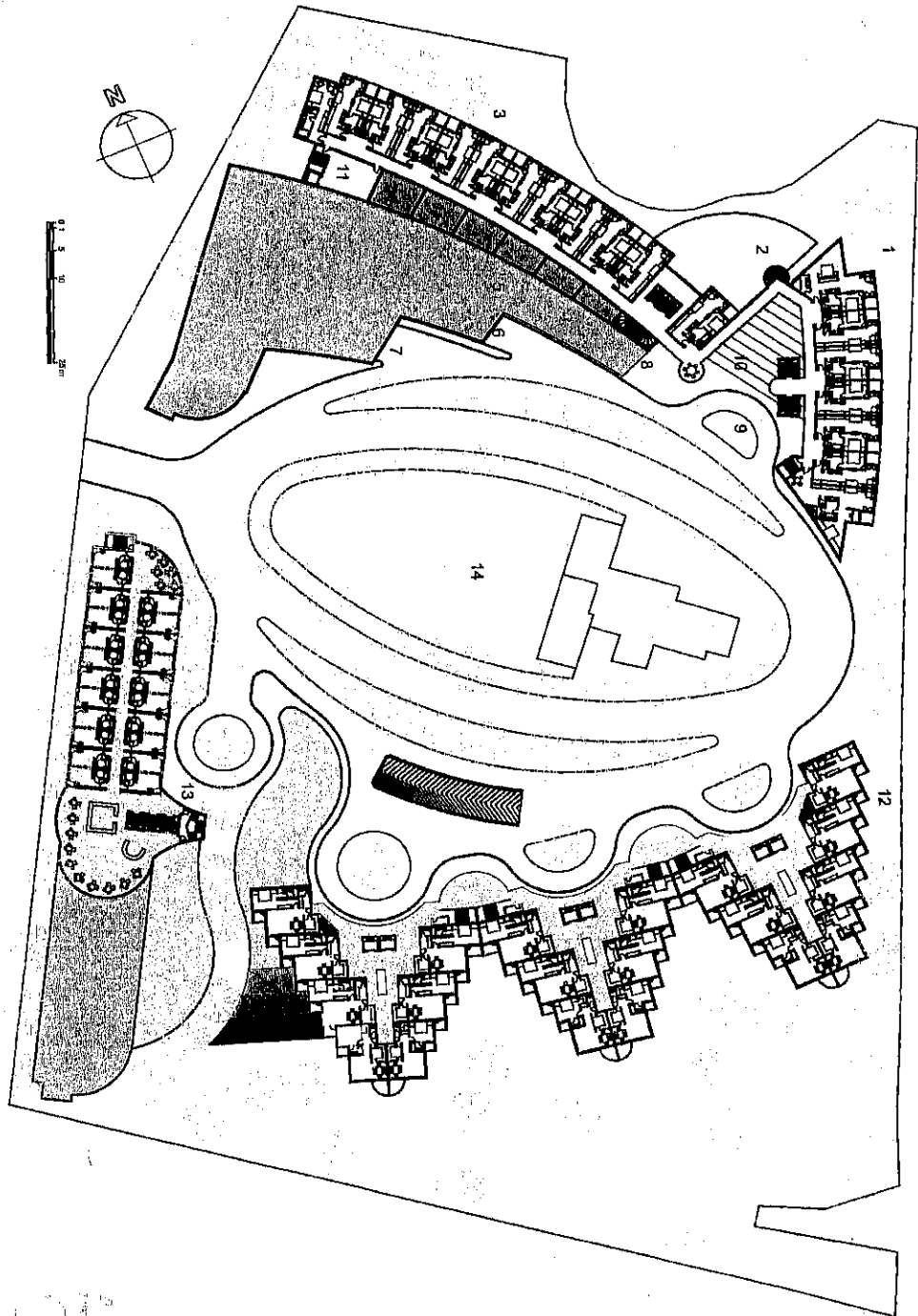
STELLAR INVESTMENT INC

HOTEL, SINGLE ROOMS FLOOR,
SUITES AT SPECIFIC LOCATIONS

- 1 HOTEL PHASE 2
- 2 POOL AREA
- 3 HOTEL PHASE 1
- 4 SKYLIGHTS
- 5 LANDSCAPED ROOF TERRACE
- 6 UG. PARKING ACCESS, ESPRESSO
- 7 RECEIVING
- 8 MAIN ENTRANCE
- 9 VEHICULAR ACCESS, DROP OFF-PICK UP
- 10 LANDSCAPED COURT YARD AREA
- 11 SERVICE CORE, MAIDS ROOM, STORAGE
- 12 RESIDENTIAL, 3 CLUSTERS-3 PHASES
- 13 LONG TERM CARE
- 14 ROOF OF COMMON FACILITIES

UNITS ON 3RD LEVEL

- HOTEL UNITS 19
- RETIREMENT APARTMENTS 20
- LONG TERM CARE UNIT 22

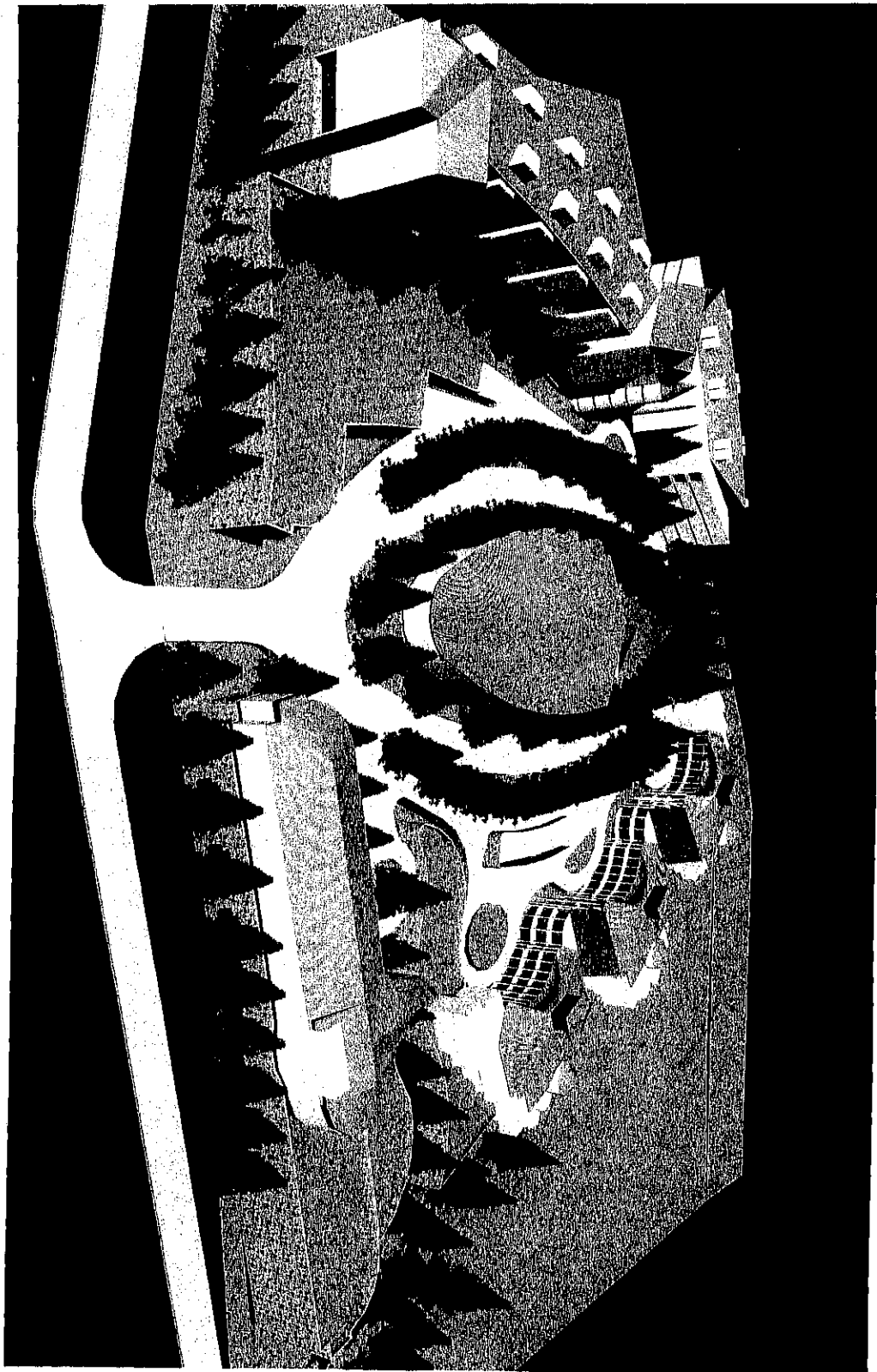


3RD FLOOR LEVEL

STELLAR ARCHITECTURE ARCHITECTS
PETROFF

LUNenburg NOVA SCOTIA

STELLAR INVESTMENT INC



AERIAL PERSPECTIVE

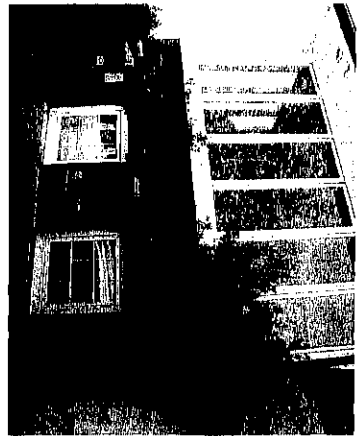
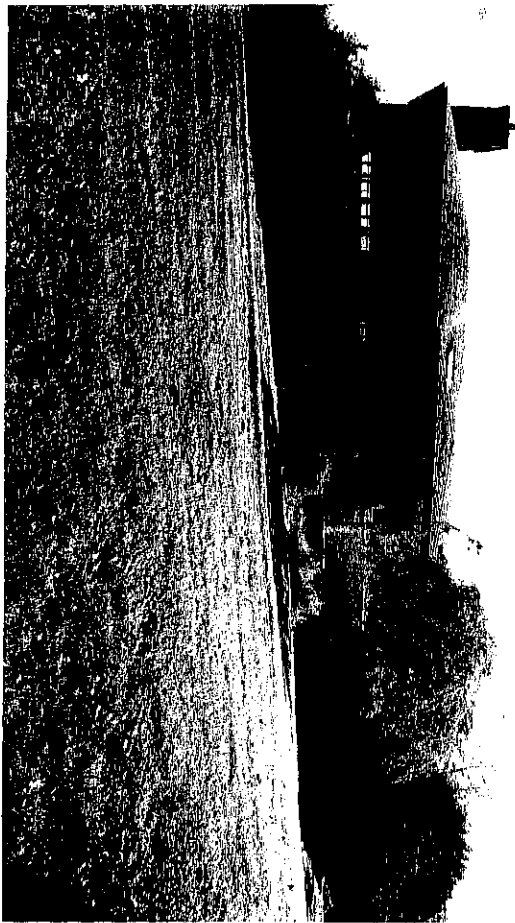
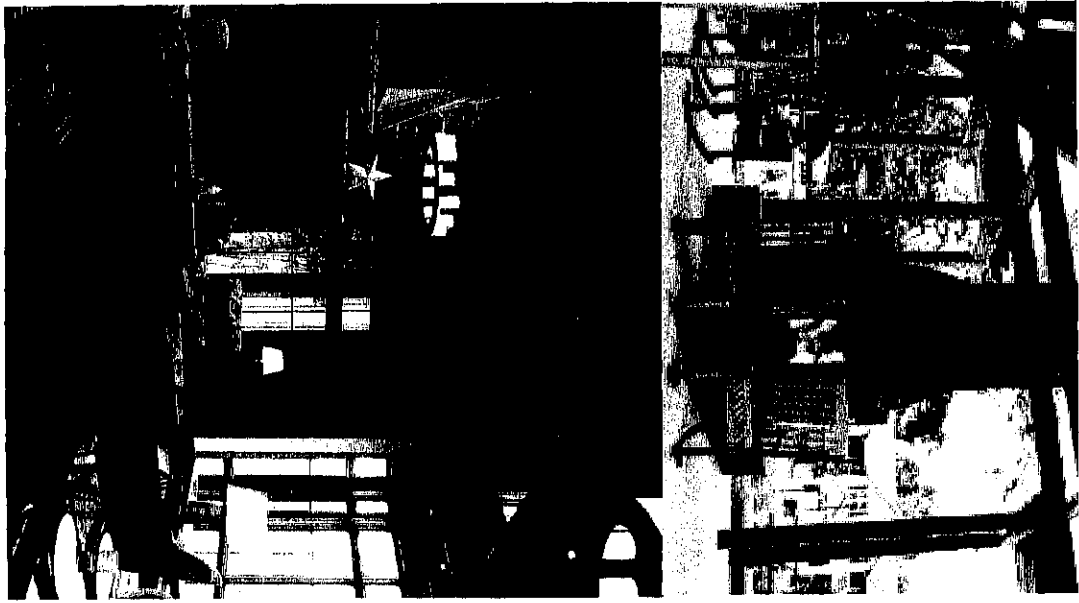
PERFORMING ARCHITECTS

PETROFF

THE TOP

LUNENBURG NOVA SCOTIA

STELLAR INVESTMENT INC



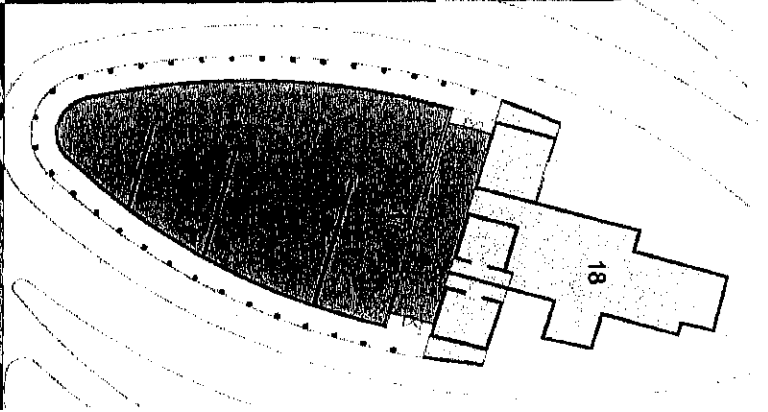
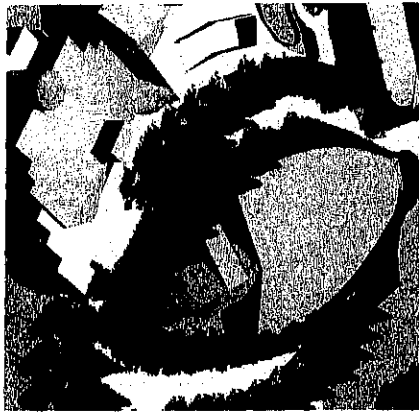
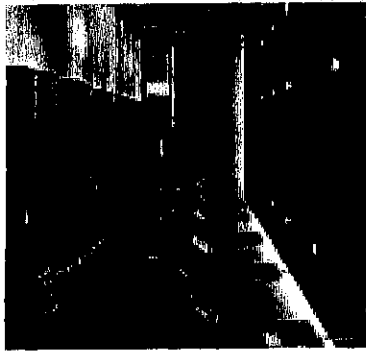
TOWN CENTRE

ARCHITECTURAL MANAGEMENT SERVICES

PETROFF

THE GROUP
LUNENBURG NOVA SCOTIA

STELLAR INVESTMENT INC

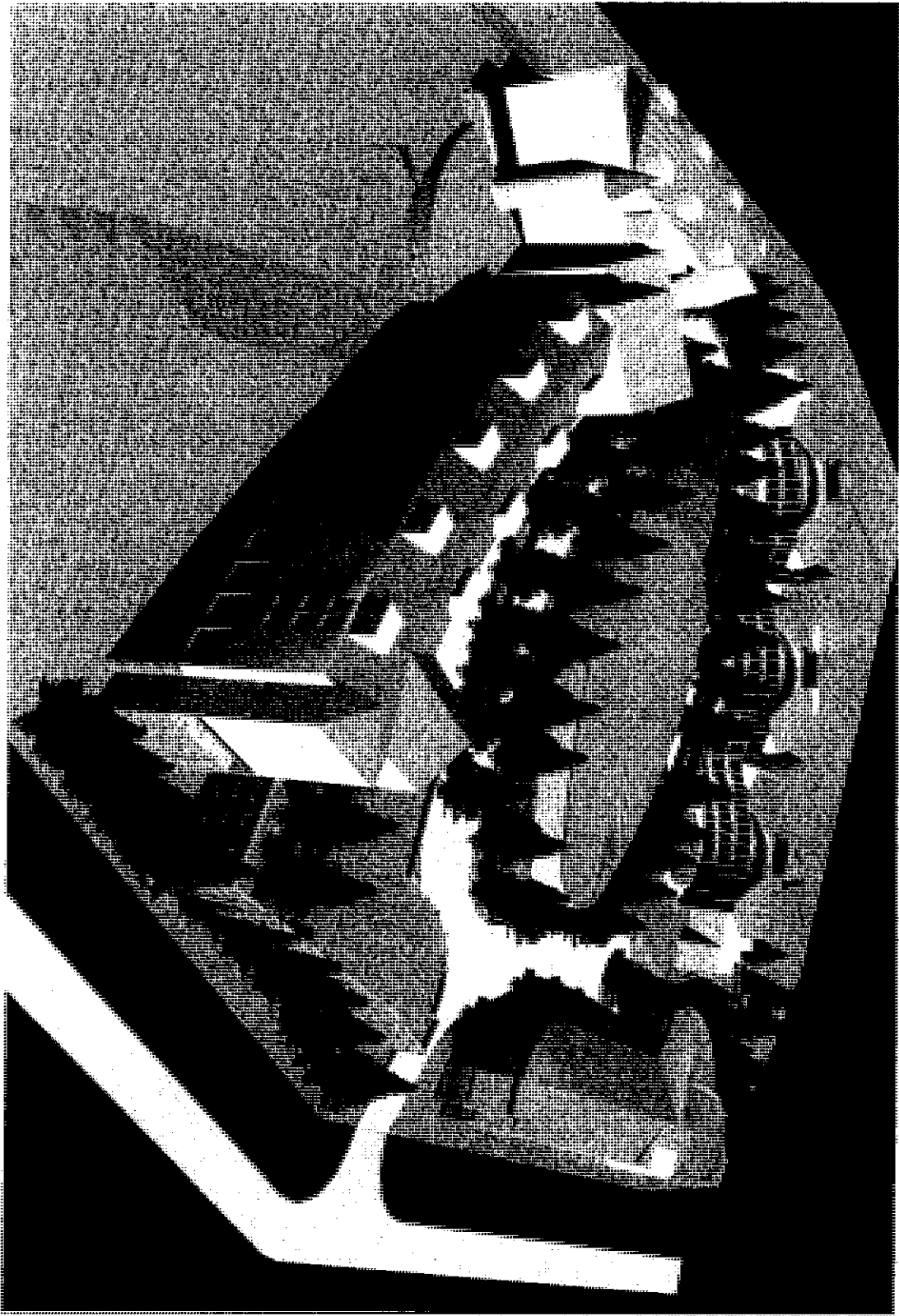


PETROFF
ARCHITECTS

TOWN CENTRE

WILLOW TOP
LUNENBURG NOVA SCOTIA

STELLAR INVESTMENT INC



AERIAL PERSPECTIVE

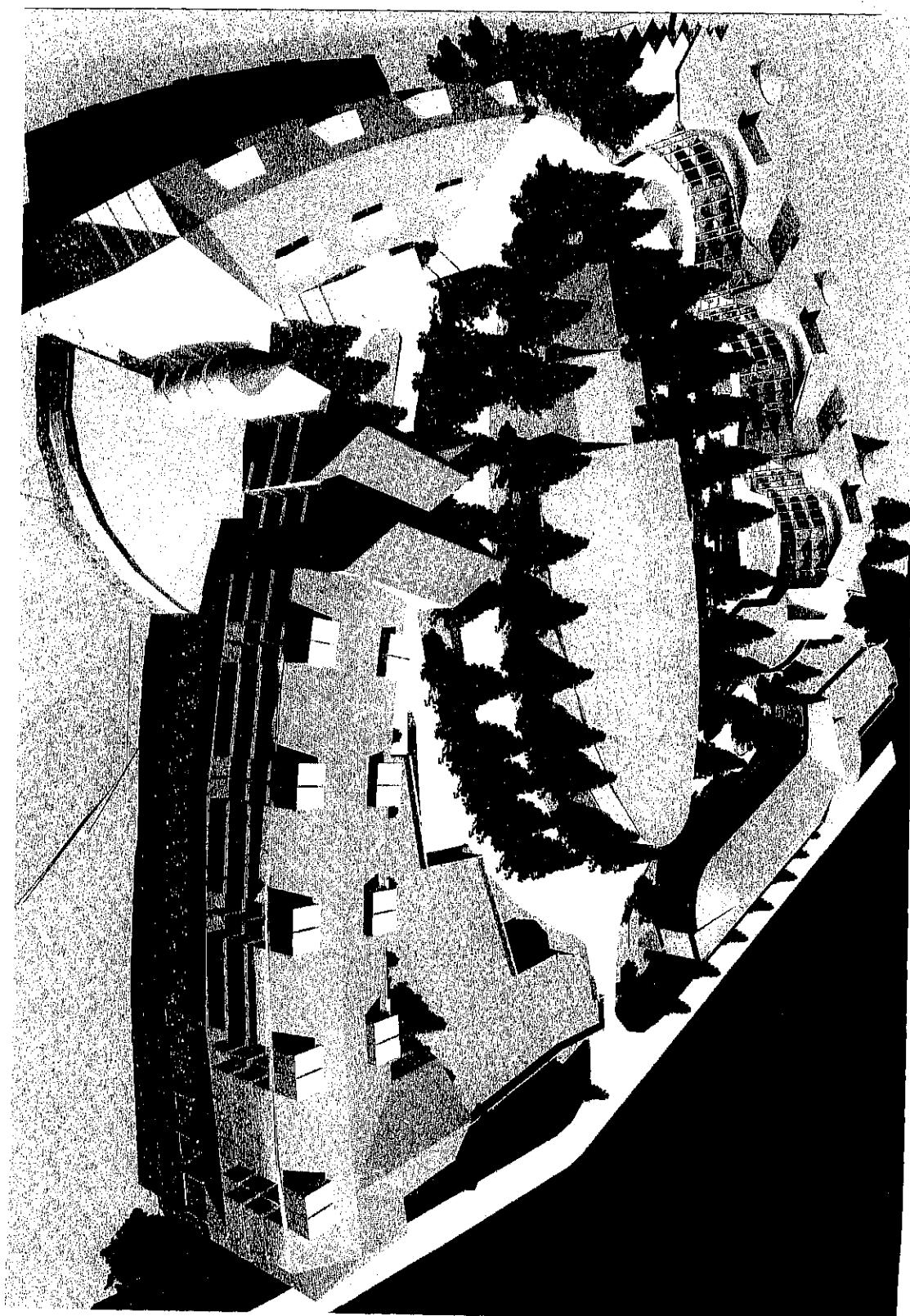
ARCHITECT: ANDREW J. JOHNSON

PETROFF

THE TOP

LUNENBURG NOVA SCOTIA

STELLAR INVESTMENT INC

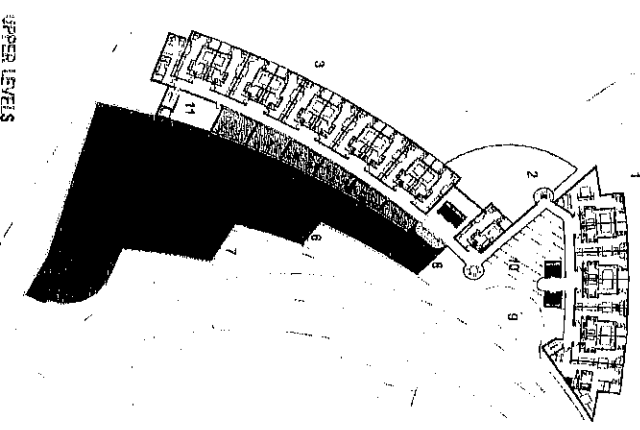
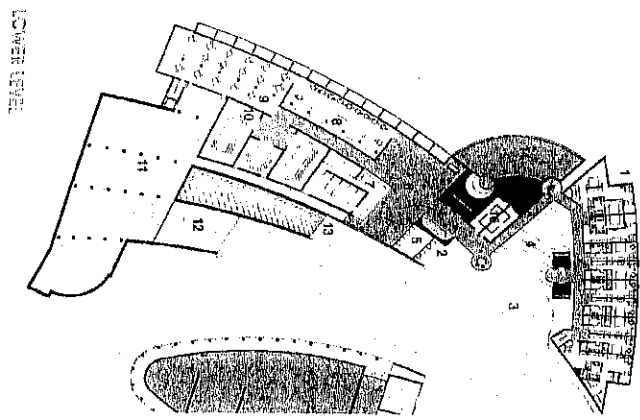
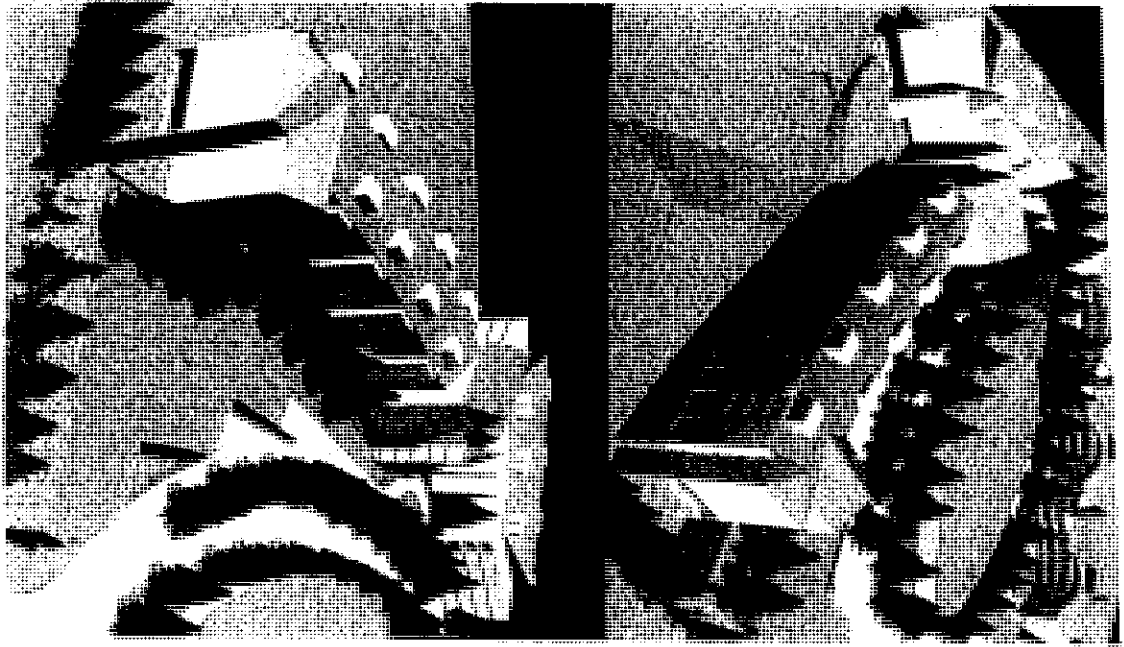


AERIAL PERSPECTIVE

PEIROEF

LUNENBURG NOVA SCOTIA

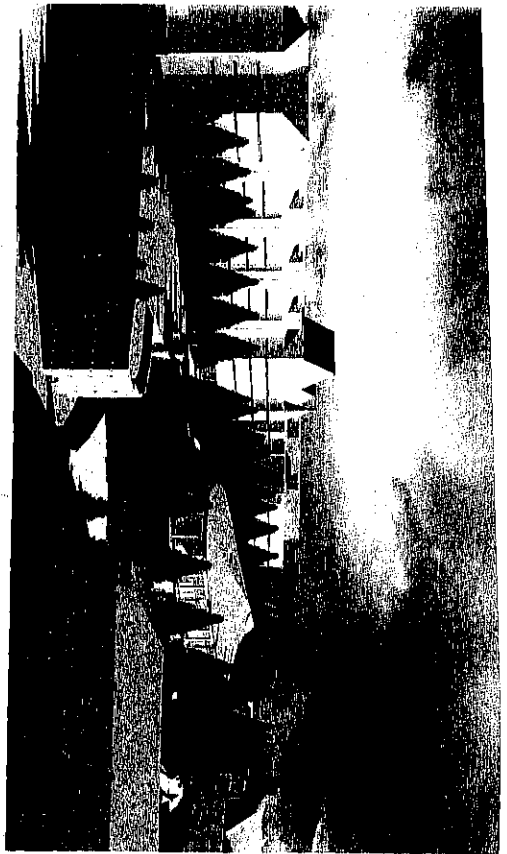
STELLAR INVESTMENT INC.



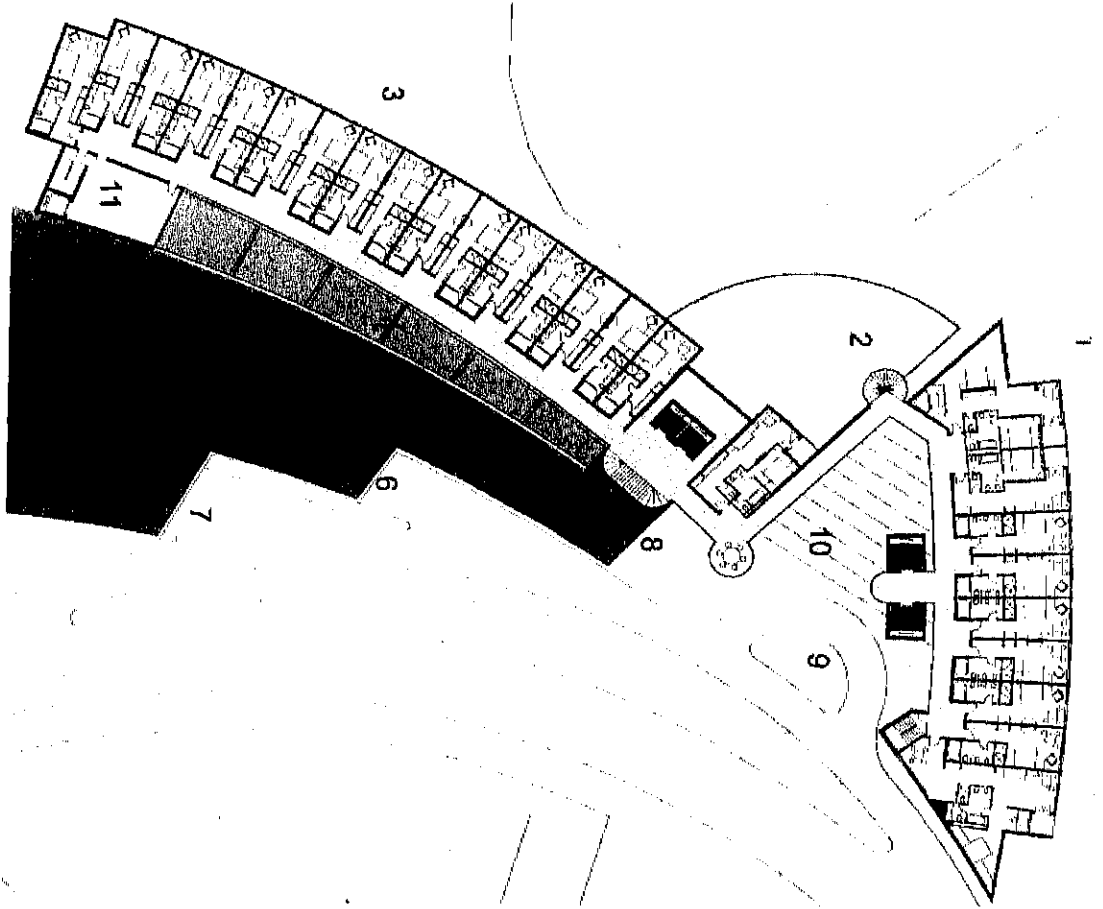
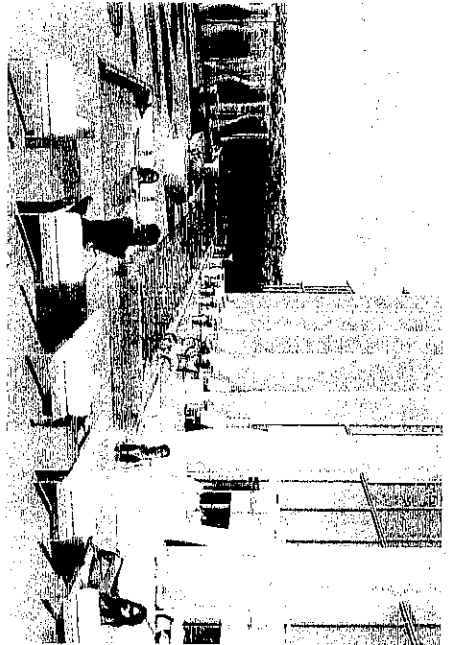
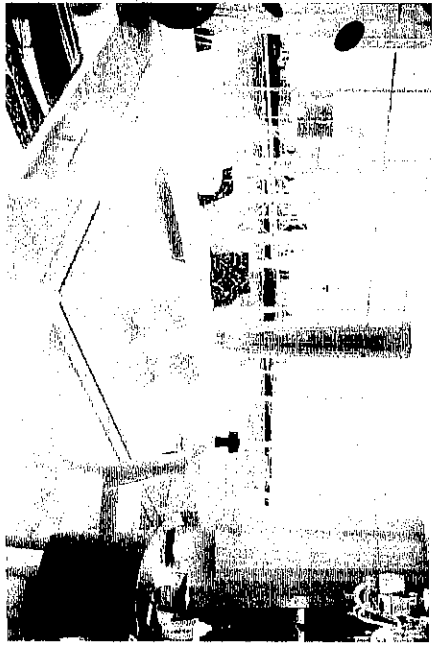
HOTEL

PERITROFF
GENERAL ARCHITECTS

LUNENBURG NOVA SCOTIA



STEEL AND BRASS

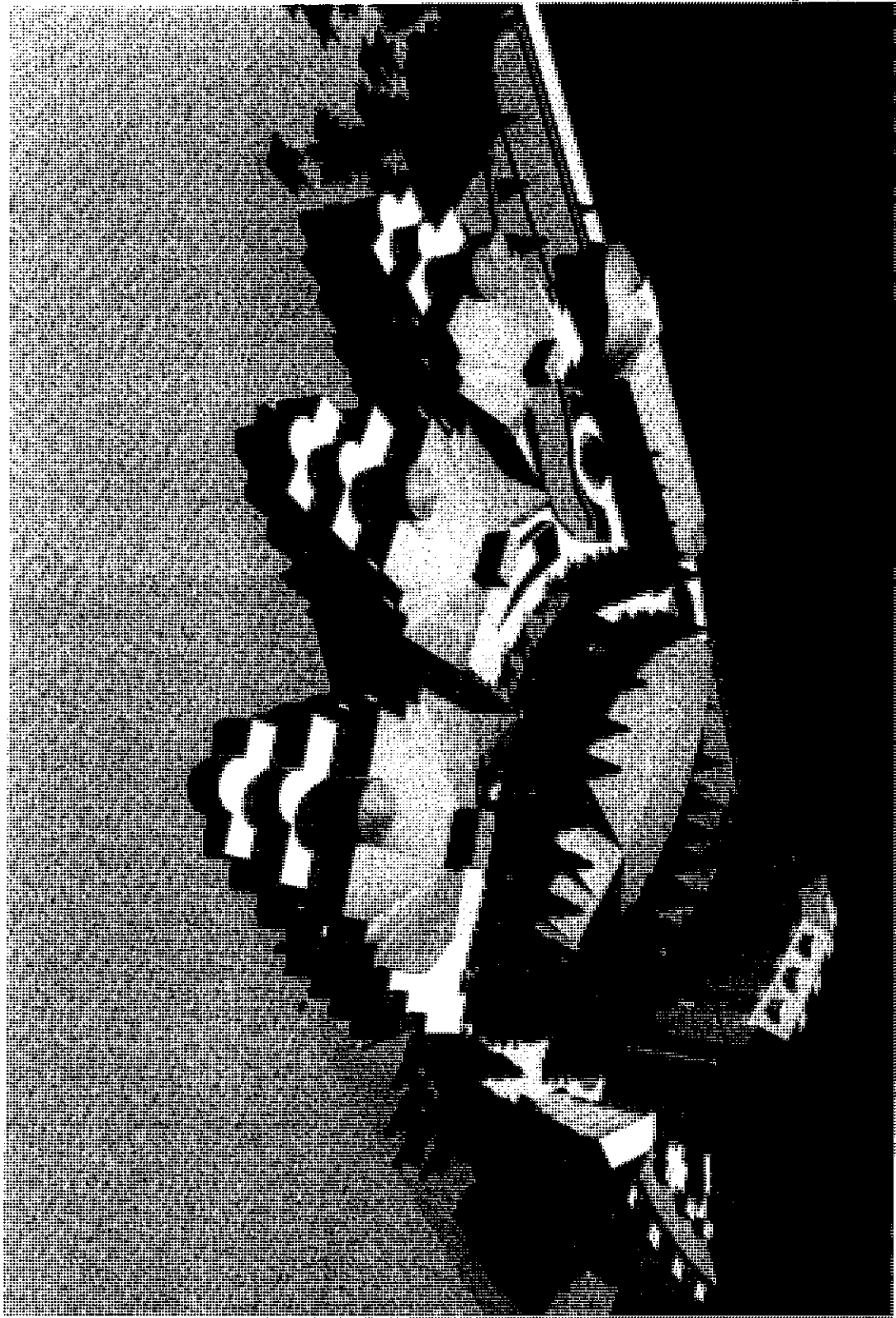


HOTEL

RETROFF
ARCHITECTS

LUNENBURG NOVA SCOTIA

STELLAR INVESTMENT LTD



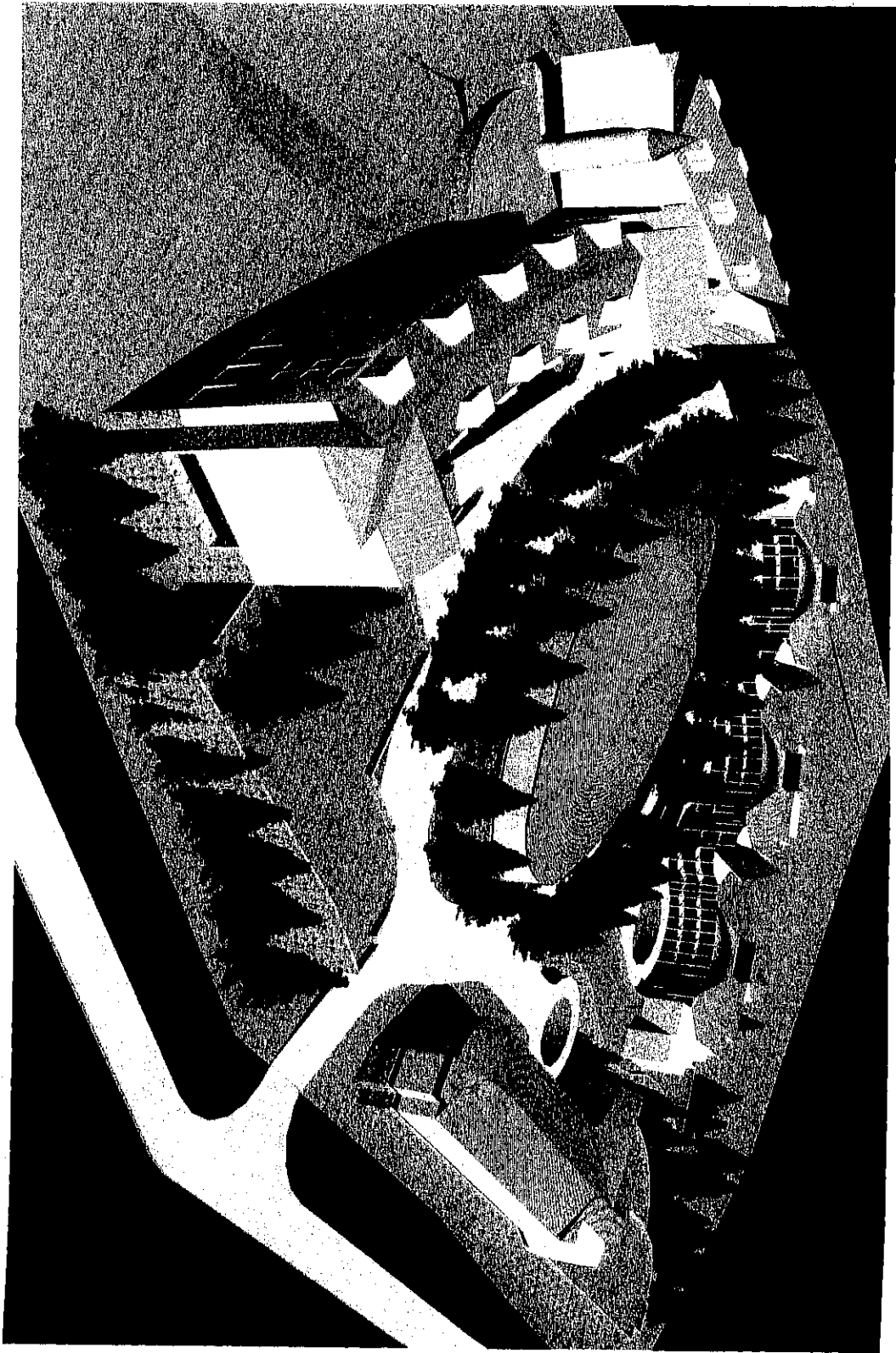
AERIAL PERSPECTIVE

PHOTO: ANDREW MARCHETTI

PETROFF

THE TOP
LUNENBURG NOVA SCOTIA

STELLAR INVESTMENT INC



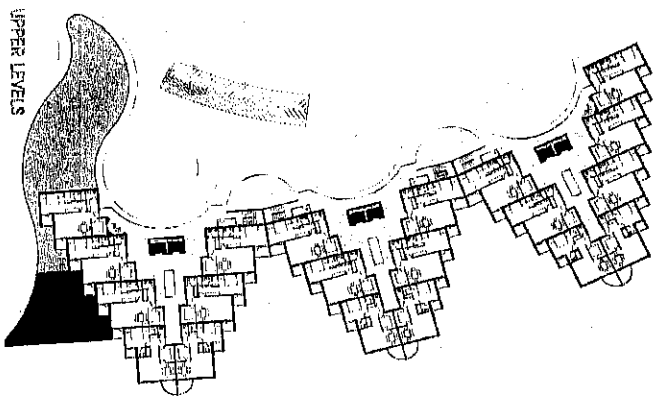
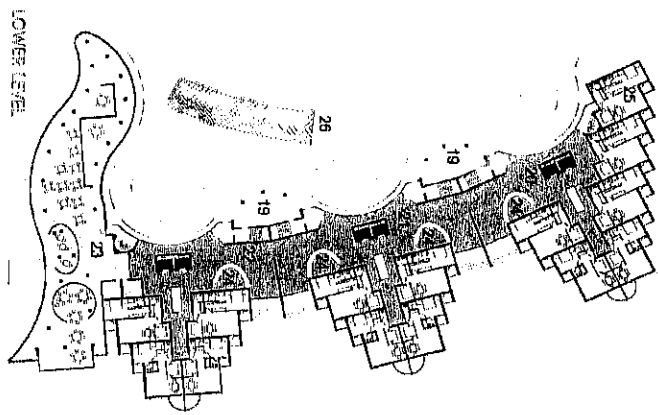
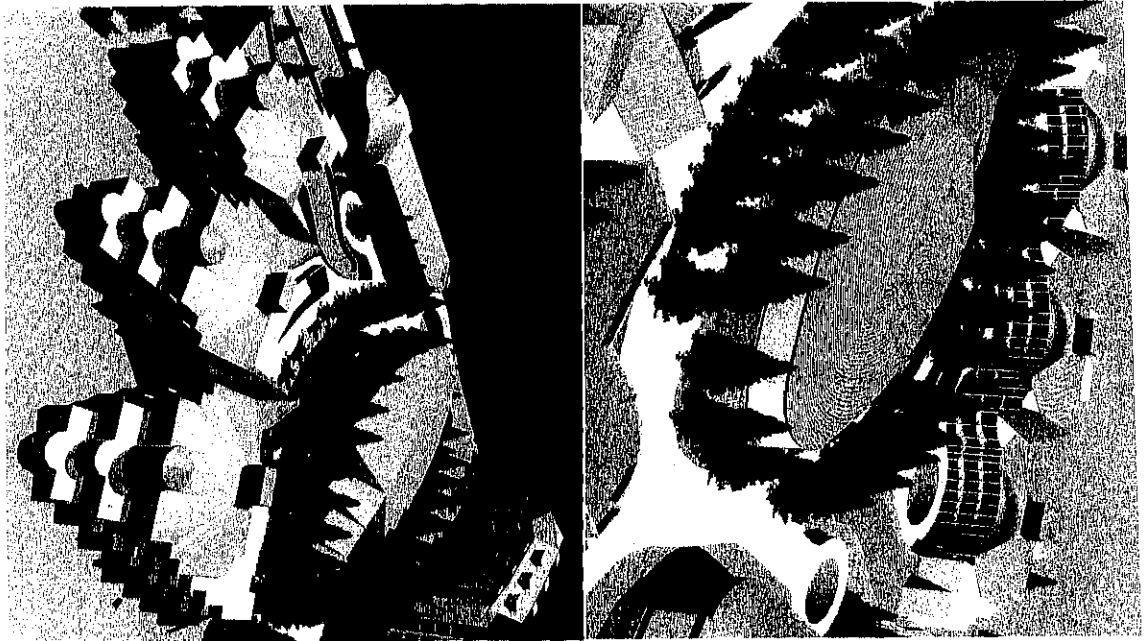
AERIAL PERSPECTIVE

RENDERING BY ARCHITECTS

PETROFF

THE 9000
LUNENBURG NOVA SCOTIA

STILL LIFE



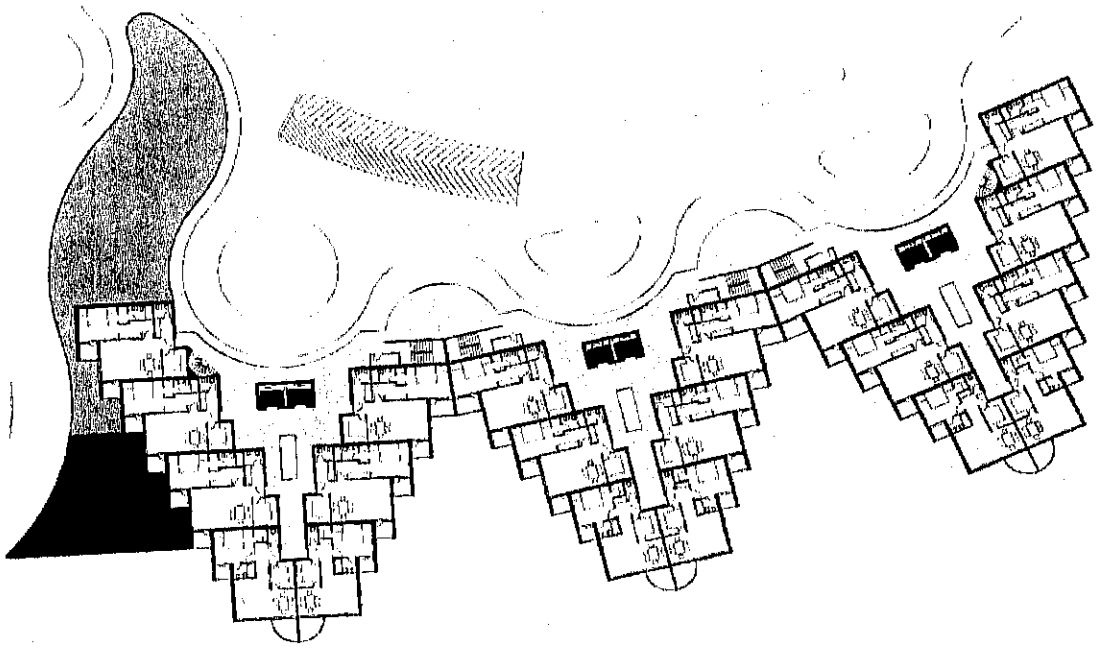
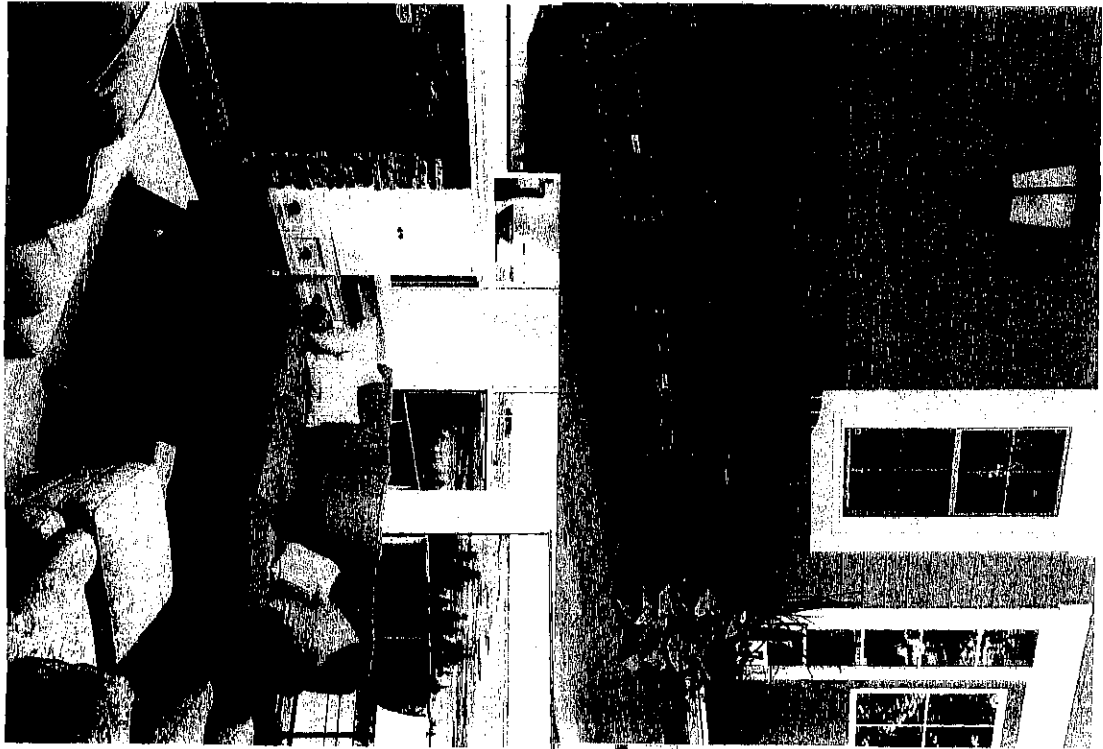
RESIDENTIAL

PETROFF

LUNENBURG NOVA SCOTIA



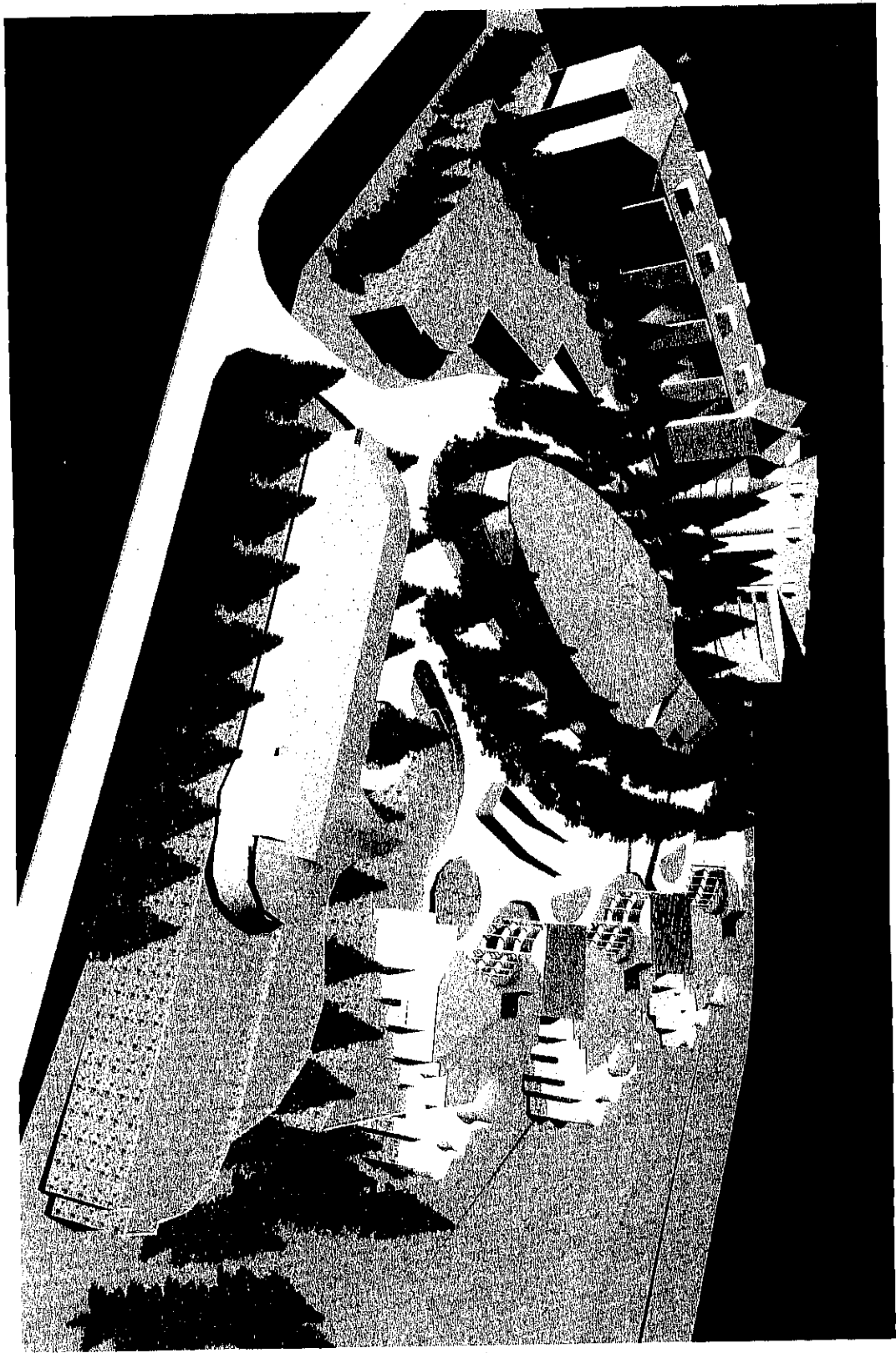
STELLAR INVESTMENT INC



RESIDENTIAL
BETROFF

LUNENBURG NOVA SCOTIA

STELLAR INVESTMENT INC



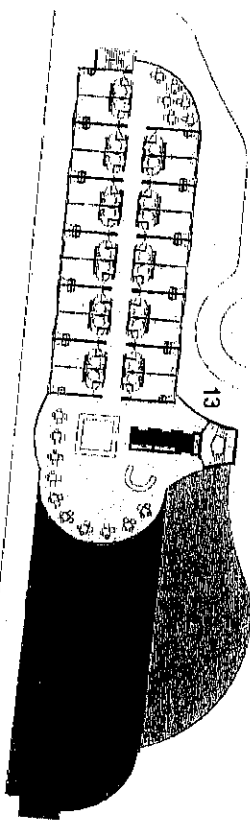
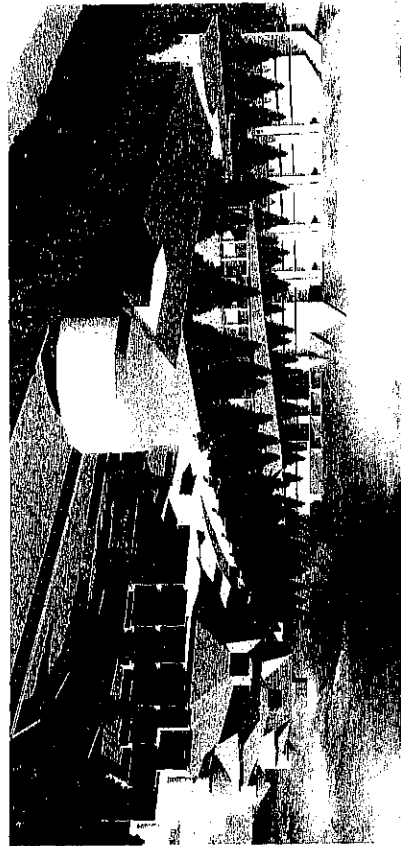
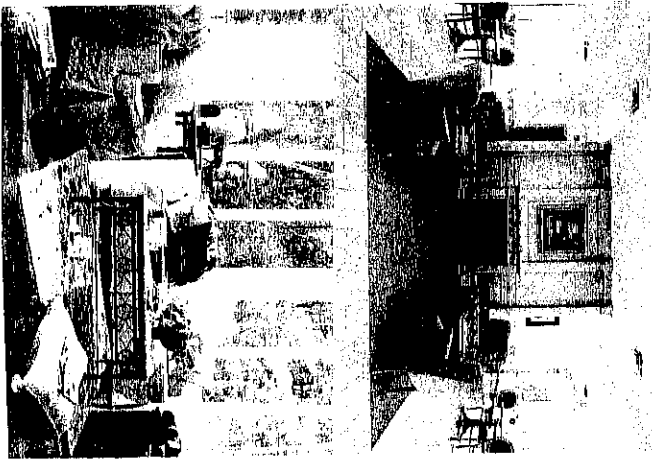
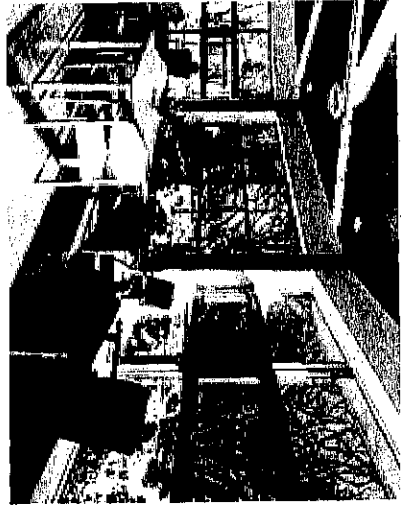
AERIAL PERSPECTIVE

PERFORM ARCHITECTURAL ARCHITECTS

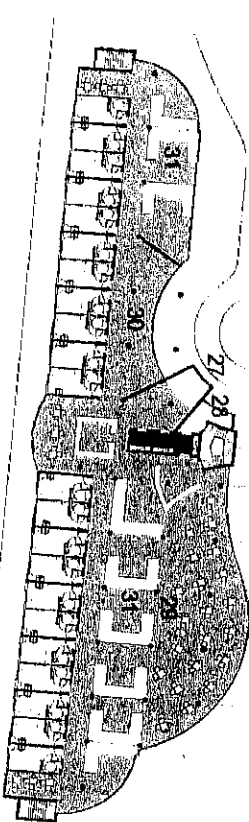
PEIROFF

LUNENBURG NOVA SCOTIA

STELLAR INVESTMENT INC



UPPER LEVELS



LOWER LEVEL

LONG TERM CARE FACILITIES

PETROFF
ARCHITECTURAL ARCHITECTS

LUNENBURG NOVA SCOTIA

STELLAR INVESTMENT INC.

" THE TOP " DEVELOPMENT

PROJECT NO. 08160
DEVELOPMENT DATA
DATE: JUNE 01, 2010

MASONS BEACH ROAD
LUNENBURG, NOVA SCOTIA

RETROFF PARTNERSHIP ARCHITECTS
RETROFF

SITE INFORMATION:

SITE AREA :	27,816.97 S.M.	6.874 Ac.
ZONING :	-	
GROSS FLOOR AREA :		
BUILDING "A" - EXISTING :	GROUND FLOOR :	335.45 SM 3,611 SF
EXISTING G.F.A.:	TOTAL :	335.45 SM 3,611 SF
BUILDING "B" - HOTEL :	GROUND FLOOR :	3,572.76 SM 38,457 SF
	SECOND FLOOR :	1,885.84 SM 20,299 SF
	THIRD FLOOR :	1,885.84 SM 20,299 SF
	TOTAL - 60 UNITS :	7,344.44 SM 79,055 SF
BUILDING "C" - CONDO :	GROUND FLOOR :	2,859.89 SM 30,784 SF
	SECOND FLOOR :	2,316.74 SM 24,937 SF
	THIRD FLOOR :	2,316.74 SM 24,937 SF
	TOTAL - 60 UNITS :	7,493.37 SM 80,658 SF
BUILDING "D" - APARTMENTS :	GROUND FLOOR :	1,914.60 SM 20,609 SF
	SECOND FLOOR :	1,030.04 SM 11,087 SF
	THIRD FLOOR :	1,030.04 SM 11,087 SF
	TOTAL - ³⁰60 UNITS :	^{1/2} 3,974.68 SM 42,783 SF
BUILDING "E" - COMMUNITY :	GROUND FLOOR :	1,094.59 SM 11,782 SF
	TOTAL :	1,094.59 SM 11,782 SF
PROPOSED G.F.A.:	TOTAL GROUND FLOOR :	9,441.84 SM 62,809 SF
	TOTAL :	19,907.08 SM 28,663 SF
TOTAL G.F.A.:	TOTAL GROUND FLOOR :	9,777.29 SM 66,420 SF
	TOTAL :	20,242.53 SM 32,274 SF
COVERAGE :	(9,777.29 / 27,816.97) 35.1 %	
F.S.I. PROVIDED :	(20,242.53 / 27,816.97) 0.728	
PARKING PROVIDED :		
SITE "A1" - HOTEL :	UNDERGROUND PARKING	120 CARS
SITE "A2" - CONDOMINIUM :	UNDERGROUND PARKING	95 CARS
SITE "A3" - APARTMENT :	UNDERGROUND PARKING	35 CARS
TOTAL PARKING PROVIDED :	UNDERGROUND PARKING	250 CARS

" THE TOP " DEVELOPMENT

PROJECT NO. 08160
DEVELOPMENT DATA
DATE: JUNE 01, 2010

MASONS BEACH ROAD
LUNENBURG, NOVA SCOTIA

PETROFF PARTNERSHIP ARCHITECTS
PETROFF

HOTEL COMMON AREAS:

GROSS FLOOR AREA :

BUILDING "B" - HOTEL :	- RESTAURANT - 120 SEATS :	511.00 SM	5,500 SF
	- SPA / WELLNESS :	278.70 SM	3,000 SF
	- POOL and ANCELLARIES :	T.B.D. SM	T.B.D. SF
	- CONFERENCE CENTRE :	836.13 SM	9,000 SF
	- SERVICE :	T.B.D. SM	T.B.D. SF
	- LOUNGE / BAR :	139.35 SM	1,500 SF
	- RECEPTION and ADMINISTRATION :	232.26 SM	2,500 SF
	- LOBBY :	371,60 SM	4,000 SF

SITE AREA:

SITE "A1" - BUILDING A,B and E:	3.252 Acres	13,159.35 SM
SITE "A2" - BUILDING C :	2.778 Acres	11,243.33 SM
SITE "A3" - BUILDING D :	0.844 Acres	3,414.29 SM
TOTAL DEVELOPMENT SITE :	6.874 Acres	27,816.97 SM

APPENDIX E

- 8.1 (c) Developments Permitted by Development Agreement
- (i) multi-unit dwellings in accordance with Municipal Planning Strategy policy 6.4.
 - (ii) tourist accommodations in accordance with Municipal Planning Strategy policy 6.5.
 - (iii) guest houses in accordance with Municipal Planning Strategy policy 6.6.
 - (iv) Dining Rooms in conjunction with guest houses in accordance with Municipal Planning Strategy Policy 5.10A.
 - (v) Mobile home parks in accordance with Municipal Planning Strategy policy 6.6A.
 - (vi) craft workshops in accordance with Municipal Planning Strategy 6.6 AA

APPENDIX F

- 6.4** consider, only by development agreement, in areas zoned Rural Residential on Schedule A, the Zoning Map of the Land Use By-law, proposals for multi-unit dwellings provided development is in accordance with policy 5.12.
- 6.5** consider, only by development agreement in areas zoned Rural Residential on Schedule A, the Zoning Map of the Land Use By-law, proposals for tourist accommodations, provided development is in accordance with policies 19.8 and 19.9.

**#69. Town of Lunenburg Procedural Policy:
Planning Applications Procedure**

I. Purpose

The purpose of this policy is to clarify the process for applications for Municipal Planning Strategy and Land Use By-law amendments and development agreements and development agreement amendments.

II. Procedural Policy: Initial Process

1. Municipal Planning Strategy

All applications for an amendment to the Municipal Planning Strategy shall be referred immediately on receipt to Council. Council shall determine whether a report will be prepared and an application considered.

2. Land Use By-law: Map

Upon receipt of an application for an amendment to the map of the Land Use By-law, the planner shall prepare a report and forward the report to Council with a request that the Planning Advisory Committee be authorized to hold a public information meeting regarding the application.

3. Land Use By-law: Text

- (a) Upon receipt of an application for an amendment to the text of the Land Use By-law which is straightforward in nature, the planner shall prepare a report and forward the report to Council with a request that the Planning Advisory Committee be authorized to hold a public information meeting regarding the application.
- (b) Upon receipt of an application for an amendment to the text of the Land Use By-law for which a number of alternatives are possible, the planner shall prepare a report and forward the report to the Planning Advisory Committee for discussion and recommendation regarding a public information meeting to Council.

4. Development Agreements and Development Agreement Amendments

- (a) Upon receipt of an application for a development agreement or amendment to a development agreement which is straightforward in nature, the planner shall prepare a report and forward the report to Council with a request that the Planning Advisory Committee be authorized to hold a public information meeting regarding the application.
- (b) Upon receipt of an application for a development agreement or amendment to a development agreement within which a number of alternatives are possible or "fine-tuning" may be required, the planner shall prepare a report and forward the report to the Planning Advisory Committee for discussion and recommendation regarding a public information meeting to Council.

III. Procedural Policy: Remaining Process

The processes set out both in the Public Participation Program approved by resolution of Council and in the Municipal Government Act shall govern all of the remaining process for a planning application.

APPENDIX H

Development Agreement and Substantial Amendment

Location:

MGA	Activity	Date
-	Application Received, or Initiated by Council	
-	Planner advises applicant that \$500 deposit required (300 advertising, 200 application fee)	
-	Applicant makes deposit	
-	Planner reviews application	
-	Once information is complete, Planner prepares report and has it circulated to PAC, Council and applicant and has it placed on PAC agenda	
	Draft ads and motions prepared	
	List of 100' owners prepared	
	planner contacts Town Solicitor to ensure he can review and record agreement	
	PAC considers request and makes changes/requires info from developer; requests authorization from Council to hold PIM	
	Council authorizes PIM by PAC (date set by planner/PAC Chair)	
	PIM ad placed in local paper minimum of 4 days prior to PIM notice posted in Town Hall Planner sends letter to applicant giving PIM date and time	
-	Planner checks paper to ensure ad was placed; dated copy placed in Planning file	
	PIM held; PAC recommendation to Council made	
	Council considers recommendation from PAC and determines direction	
	Planner gives copy of agreement as advertised to Solicitor for review	
	Planner notifies applicant of direction of Council and date of hearing.	
LUB 2.15	Planner sends notice to all owners with 100' at time of first advertisement	
-	Planner sends notice of intent to Provincial Director and Municipalities which abut area affected at time of first advertisement	
	Planner places notice of intent & Public Hearing in newspaper	
	Planner checks paper to ensure ad was placed for 2 consecutive weeks, places dated copy in Planning file	
230(2)	Council holds Public Hearing and makes decision	
230(1)	If approved,(Council shall adopt or amend an agreement by policy)	
230(4)	Planner inserts notice of entering into agreement in paper Planner notifies applicant	
230 (5)	Planner sends Provincial Director copy of agreement certified by Clerk	
	Planner advises Finance (Debbie) of ads placed (form)	
230(6)	If refused, planner notifies applicant within 7 days of decision	
249©)	Planner checks with NSURB following appeal period (14 days) from notice	
	if an appeal, planner and solicitor prepare the Town's case	
228(3)©)	If there is no appeal, Planner sends agreement to applicant for execution by all owners	
228(4)	Planner has agreement executed by Mayor and Clerk & completes affidavits	
-	Planner has solicitor records agreement at the Registry of Deeds (note: agreement not effective until filed; Authorized lawyer required by LRA) Planner provides Kelly with 1 certified copy and memo <reference\development agreements\Kelly amending list> ; sends required certified copies to applicant & keeps 1 certified copy in orange file	
	Planner copies agreement on disc and updates active list Planner inserts notice of agreement in civic file Planner puts electronic copy In computer reference file Planner adds information to "reference\Development Agreements\development agreements - active"	

Figure 1
Site
101 Masons Beach Road
April 2010

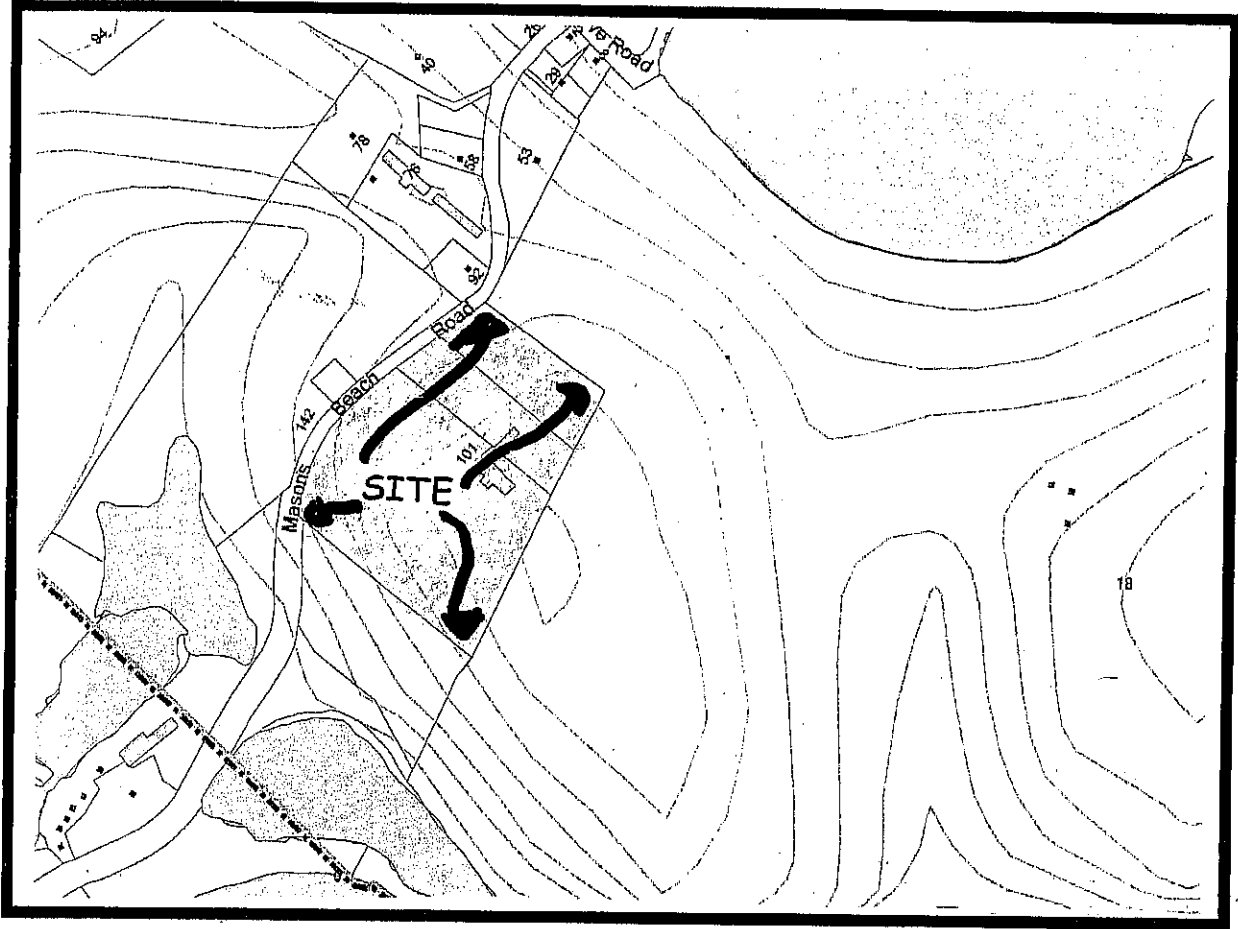
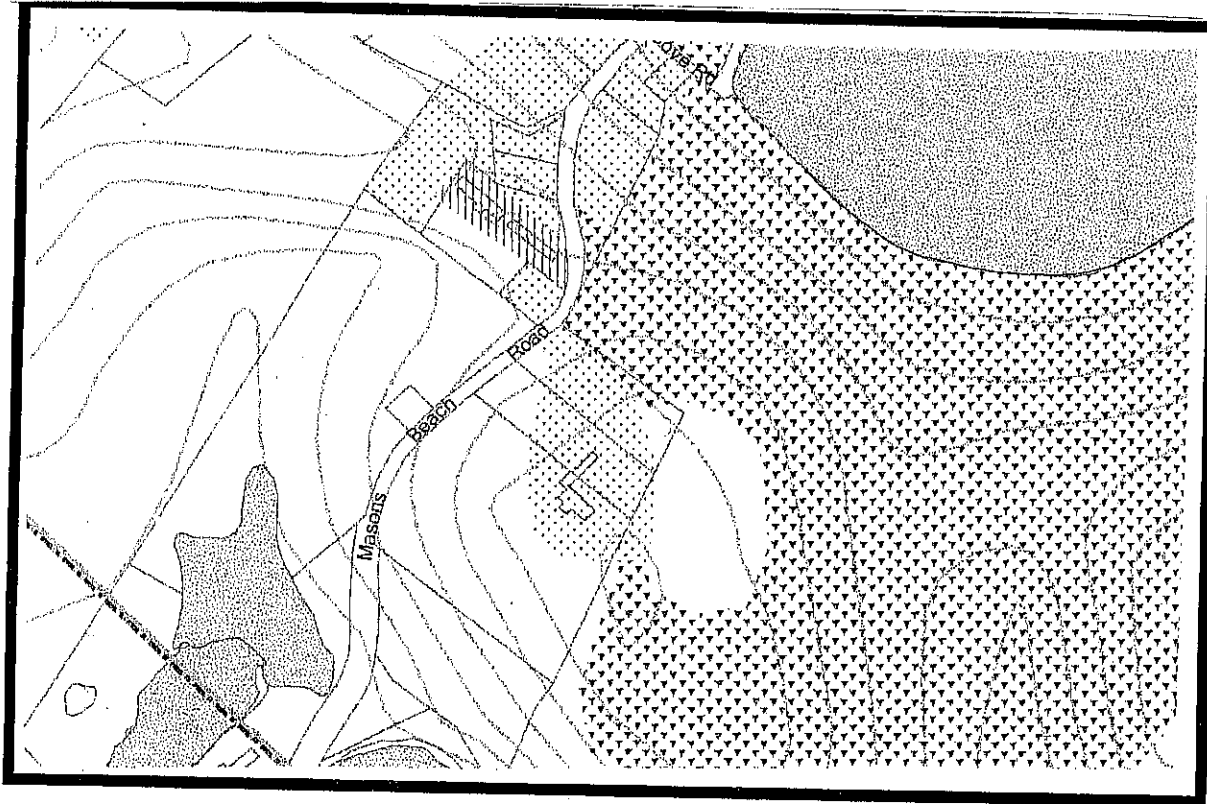


Figure 2
 Existing Land Use Map Extract
 101 Masons Beach Road
 April 2010












TOWN OF LUNENBURG

MUNICIPAL PLANNING STRATEGY

MAP 1

EXISTING LAND USE

LEGEND

-  Residential *
-  Commercial
-  Industry
-  Civic and Cultural Uses (Includes Public Utilities)
-  Education
-  Open Space
-  Agriculture, Forestry & Open Country
-  Commercial Use in Residential Dwelling
-  Private Garage On Separate Lot (Includes No. Of Units)

* * * Indicates Number of Dwelling Units
 Based on Existing Land Use Survey Done Oct. 14 & 30, & Nov. 14, 1994

SCALE 1:5000

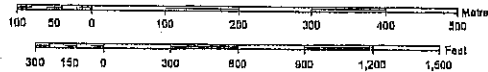
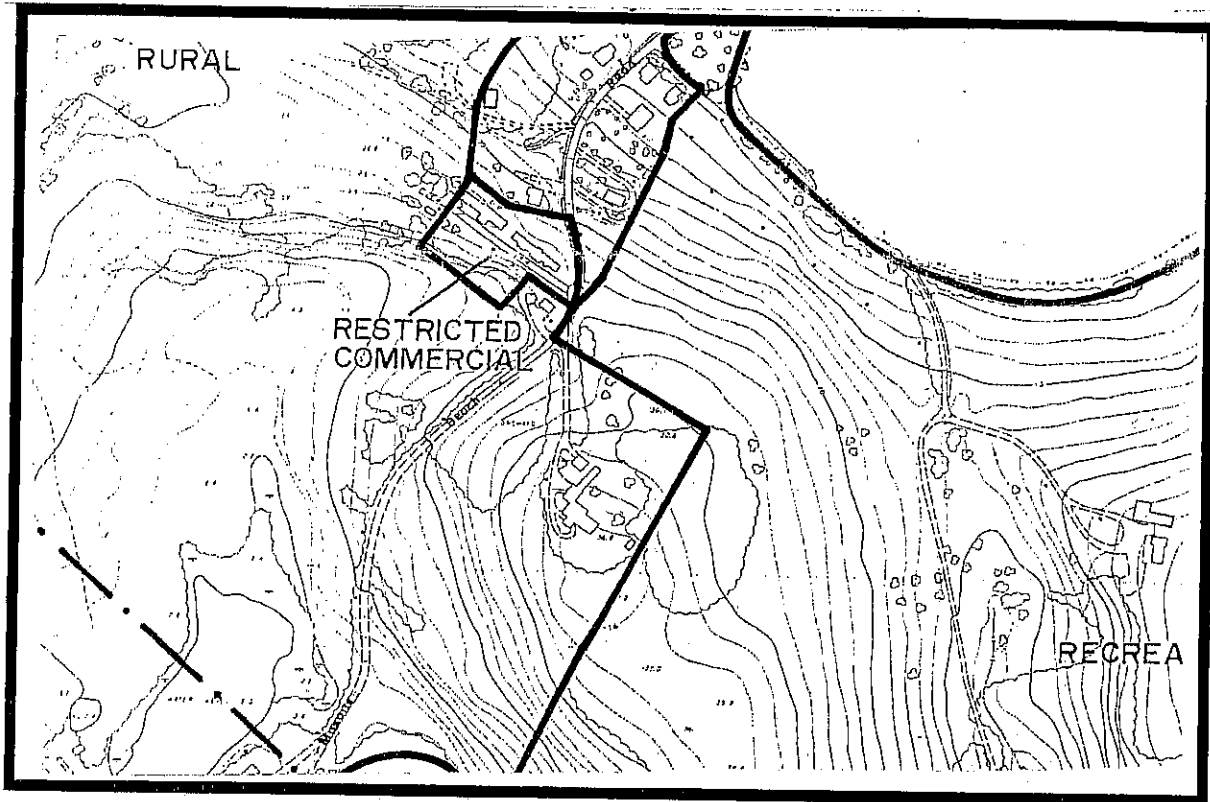


Figure 3
Future Land Use Map Extract
101 Masons Beach Road
April 2010





TOWN OF LUNENBURG

MUNICIPAL PLANNING STRATEGY

MAP 2

FUTURE LAND USE

LEGEND

- INS INSTITUTIONAL
- REC RECREATION
-  ARCHITECTURAL CONTROL AREA
-  HERITAGE CONSERVATION DISTRICT

Adopted by Council 15 April 1986

Approved by the Minister of Municipal Affairs 13 June 1996

Amendments:

April 10, 1987 - to show industrial designation for Burnt (Little) Island and unnamed adjacent Island.

April 2, 1996 - to change the designation of 167 Overland Street from Residential to Institutional.

July 15, 2000 - to change the designation of the rear of the property at 12 Sandy Hollow Road from Residential to Rural.

October 12, 2000 - to remove Old Town Architectural Control Area and replace with Heritage Conservation District

(Amendments Continued Below)

NOTE: Private streets are shown in italics

SCALE 1:5000



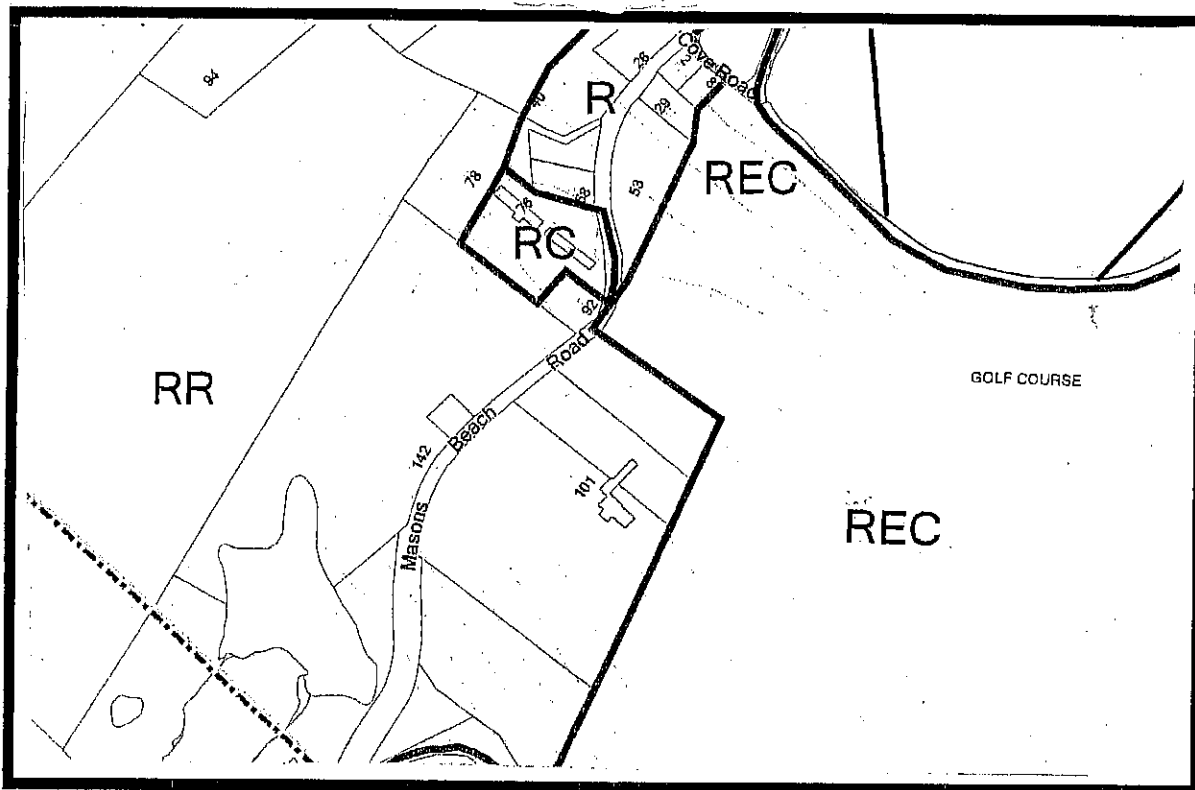
This base map was prepared by the Lunenburg County District Planning Commission in November 1994 from Topographic Series Mapping (scale 1:2000) produced by Land Registration and Information Service (LRS) from aerial photography flown in May 1988.

Properties shown are a graphic representation of boundaries which approximate the size, configuration and location of parcels.

This map was digitally replicated in July 2006. Please see the original for fully accurate information.



Figure 4
Zoning Map Extract
101 Masons Beach Road
April 2010



TOWN OF LUNENBURG

LAND USE BY-LAW SCHEDULE "A" ZONING MAP

LEGEND

OTR	Old Town Residential	MI	Marine Industrial
R	Residential	I	Industrial
RR	Rural Residential	RI	Rural Industrial
GC	General Commercial	INS	Institutional
RC	Restricted Commercial	REC	Recreation
HC	Highway Commercial	OS	Open Shoreline
CS	Commercial Shoreline	---	Zone Boundary
TM	Tourism Marine		

Adopted by Council 15 April 1996

Approved by the Minister of Municipal Affairs 13 June 1998

Amendments:

April 10, 1997 - to show Marine Industrial (MI) Zone for Point (LUN) Island and adjacent unnamed Island.

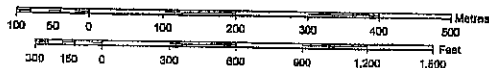
April 2, 1998 - to change the zoning of 187 Cumberland Street from Old Town Residential (OTR) to Institutional (INS).

Aug 2, 2000 - to change the zoning of the rear portion of the property at 12 Sandy Hollow Road from Residential (R) to Rural Residential (RR).

(Amendments Continued below)

Note: Private streets are shown in *italics*

SCALE 1:5000



This base map was prepared by the Lunenburg County District Planning Commission in November 1994 from Topographic Series Mapping (scale 1:2000) produced by Land Registration and Information Service (LRIS) from aerial photography flown in May 1983.

Properties shown are a graphic representation of boundaries which approximate the size, configuration and location of parcels.

This map was digitally replotted in July 2007. Please see the original for fully accurate information.



Circulated: _____

Document No: 7. A. (e.)
Meeting: Council September 28, 2010
Circulate To: Council , BR, PH, MB, ML,
Stellar, Pat Burke, John Camerson
File: 101 Mason's Beach Road

MEMORANDUM

TO: MAYOR AND COUNCIL

**FROM: MADELYN LEMAY, PLANNING/DEVELOPMENT/HERITAGE
CO-ORDINATOR**

DATE: SEPTEMBER 28, 2010

**RE: 101 MASONS BEACH ROAD, LUNENBURG
SECOND REVISED DRAFT DEVELOPMENT AGREEMENT FOR 101 MASONS
BEACH ROAD (PLANNING DOCUMENT DA 2009-58 C)**

1. **FACTS**

The public information meeting for the above-noted development agreement was held September 21, 2010 and a recommendation will be presented by the Planning Advisory Committee at the September 28, 2010 Council meeting.

In the meantime, requests for further minor changes to the draft development agreement have been received from Mr. Pat Burke, acting on behalf of Stellar Investments. These most recent changes have been reviewed by and considered acceptable by Mr. John Cameron, solicitor, who is acting for the Town in this matter. The changes have been requested for clarity. In the case of 1(b) below, the developer was concerned that it could be construed that there is an obligation for him to construct the development in its entirety. The development agreement is a contract which enables but does not require the development to be constructed, and this is the point he wished clarified.

The changes are as follow, with the changes noted in bold:

- 1.(b)...
the use of the properties for the development of:
 - a one hundred and twenty (120) bed resort hotel; and
 - sixty (60) residential condominium units; and
 - thirty (30) apartments; and
 - a restaurant, conference rooms, club house, recreation and business center facilities, spa and indoor pool,in accordance with the terms of this agreement and as set out in Schedules B and C. **All uses or phases need not be constructed by the developer.**

- 4(b) that the maximum height of the buildings, as **“height”** is defined in the

Land Use By-law, be sixty-five (65) feet.

- 5(a) **that a maximum of two (2) temporary advertising signs each with a maximum sign area of 3.5 square metres (40 sq.ft.) be permitted on the property. The temporary signs must be removed within thirty-six (36) months of the issuance of the occupancy permit for the hotel, condominiums and apartment structures.**

- 9. Preamble
In this clause, commencement of a use means commencement of construction for that use; discontinuance of a use includes an interruption in construction of that use; development may be phased; **any development which commences more than 15 years of the date of this agreement requires an amending agreement.**

- 9(b) that the Town of Lunenburg may discharge this development agreement if **no** use described herein **has been** commenced within sixty (60) months of the date of this agreement.

- 9(c) that the Town of Lunenburg may discharge this development agreement if the use described herein is discontinued for **sixty (60) months** or longer; and

2. **ISSUES AND OPTIONS**

The second revised text of the draft development agreement (Appendix A) is provided for consideration by Council at the September 28, 2010 meeting.

3. **FINANCIAL IMPACT**

The changes within the text of the draft development agreement have no financial impact on the Town.

4. **RECOMMENDATION**

The draft agreement is provided to replace the September 20, 2010 development agreement for consideration at the September 28, 2010 Council meeting.

Approved by

Bea Renton
Town Manager/Clerk

Enclosures: Appendix A - Second Revised Text of Draft Development Agreement

- (c) except as otherwise provided in this agreement, the provisions of the 1996 Land Use By-law apply to any development undertaken pursuant to this agreement.

2. Parking and Driveway Area

- (a) that driveways and a minimum of two hundred and twenty-seven (227) parking spaces be developed and maintained in a manner which meets the requirements of the Town Engineer and Traffic Authority, with a minimum of 227 parking spaces located in an underground parking garage approximately as shown on Schedule B; and
- (b) that the driveways and parking area be surfaced to prevent the raising of dust due to wind or vehicular movement and that these areas be resurfaced or treated from time to time to ensure that dust will not be generated; and
- (c) that a minimum of two entrances/exits be provided to the development and that each entrance/exit have the approval of the Town Engineer and Traffic Authority

3. Landscaping, Lighting and Screening

- (a) that any exterior lighting be limited to lighting for safety and security only, and be focussed on the lands that are the subject of this agreement so as to minimize the illumination of surrounding areas, and be located so that nearby properties and streets are not illuminated to the extent that a hazard or nuisance will result; and
- (b) that landscaping in keeping with the nearby golf course and the neighbourhood be developed and maintained on all portions of the property which are not built on; and
- (c) that all equipment, parts or waste material be located below ground in association with the parking garage or be screened from the public view.

4. Exterior Appearance of the Structures

- (a) that the exterior appearance of the structures be approximately as shown on Schedule C; and
- (b) that the maximum height of the buildings, as "height" is defined in the Land Use By-law, be sixty-five (65) feet.

5. Signs

- (a) that a maximum of two (2) temporary advertising signs each with a maximum sign area of 3.5 square metres (40 sq.ft.) be permitted on the property. The temporary signs must be removed within thirty-six (36) months of the issuance of the occupancy permit for the hotel, condominiums and apartment structures; and
- (b) that a maximum of two (2) permanent signs each with a maximum sign area of 3.5 square metres (40 sq.ft.) be permitted on the property.

6. Servicing

- (a) that fire flows are to be evaluated and deemed satisfactory by the Town Engineer at the time application is made for a building permit; and
- (b) that a storm drainage plan which is deemed satisfactory by the Town Engineer is provided before a development permit is issued; and
- (c) that any changes to Masons Beach Road in the immediate area of 101 Masons Beach Road that are required by the Traffic Authority and Town Engineer to accommodate the proposed development be carried out prior to a development permit being approved.

7. Maintenance

- (a) that the buildings be kept in good repair, and the exposed exterior surface painted or treated as may be necessary, so that the building is maintained in a tidy and attractive state; and
- (b) that all fences, retaining walls, lawns, trees, shrubs, gardens, and other landscaping elements be regularly maintained and any undeveloped, unused portions of the lot shall be kept in a tidy state and free from unkempt materials or matter of any kind.

8. Changes and Alterations

- (a) that all matters in this agreement not specified in Subclause 8 (b) below are non-substantial matters which may be changed or altered without a public hearing, but with the written consent of Town Council, provided that Town Council determines that the changes do not significantly alter the intended effect of these aspects of the agreement.
- (b) that the following matters are substantial matters and may not be changed or

altered except by amendment to this agreement in the form of a further development agreement incorporating the intended change:

- (i) the maximum number of rental units within the hotel; and
- (ii) the maximum number of residential condominium units; and
- (iii) the maximum number of one-bedroom apartments.

9. Termination of Agreement

In this clause, commencement of a use means commencement of construction for that use; discontinuance of a use includes an interruption in construction of that use; development may be phased; any development which commences more than 15 years of the date of this agreement requires an amending agreement.

- (a) that this agreement shall be in effect until discharged by resolution of the Council of the Town pursuant to subsection 229(2) of the *Municipal Government Act*, whereupon the Land Use By-law shall apply to the lands described in Schedule A; and
- (b) that the Town of Lunenburg may discharge this development agreement if the use described herein has not been commenced within sixty (60) months of the date of this agreement; and
- (c) that the Town of Lunenburg may discharge this development agreement if no use described herein has been commenced within sixty (60) months of the date of this agreement; and
- (d) that the Town of Lunenburg retains the option of discharging this development agreement should any fact provided by the developer to the Town constitute a material misrepresentation of the facts.

10. Other

That this agreement shall enure to the benefit of, and be binding upon the Town and its successors and assigns and shall enure to the benefit of and be binding upon the developers, its successors and assigns, the owner or owners from time to time of the property described in Schedule A, until discharged.

11. Compliance with Other By-laws and Regulations

That nothing in this agreement shall exempt the Developer from complying with other By-laws or Regulations in force within the Town, including the Building Code By-law, or from obtaining any Federal, Provincial or Municipal license, permission, permit, authority or approval required.

12. Ownership

We hereby certify that Stellar Investments Inc. is the sole owner of the property described in the attached Schedule A, having received the deed from Guenther Reibling and Susan J. Reibling, dated July 2, 2003, and recorded at the Bridgewater Registry of Deeds at Page 593 in Book 900 as document # 4029 on July 4, 2003. Stellar Investments Inc. has not disposed of any interest in the property and there are no judgements, mortgages or other liens or encumbrances affecting the property.

Witness

Guenther Reibling, President
Stellar Investments Inc.

____ Witness Susan Reibling, Secretary
Stellar Investments Inc.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed by affixing their seals and corporate seals on the day and year first above written.

In the presence of:

____ Witness Guenther Reibling, President
Stellar Investments Inc.

____ Witness Susan Reibling, Secretary
Stellar Investments Inc.

TOWN OF LUNENBURG

____ Witness D. Laurence Mawhinney
Mayor

____ Witness Bea Renton
Town Manager / Clerk

Circulated: _____

Document No: #3.(a.) + 5.(b.)
Meeting: PAC September 21, 2010
Circulate To: BR, PH, MB, ML, PB, Stellar, John Cameron
File: 101 Masons Beach Road.

MEMORANDUM

TO: PAC; MAYOR AND COUNCIL

FROM: MADELYN LEMAY, PLANNING/DEVELOPMENT/HERITAGE
CO-ORDINATOR

DATE: SEPTEMBER 20, 2010

RE: 101 MASONS BEACH ROAD, LUNENBURG
REVISED DRAFT DEVELOPMENT AGREEMENT FOR 101 MASONS
BEACH ROAD (PLANNING DOCUMENT DA 2009-58 B)

1. FACTS

The public information meeting for the above-noted development is scheduled for September 21, 2010 at 7:00.

The developer requested some minor changes to the text of the development agreement following Council's consideration of the matter August 31, 2010. These requested changes have been reviewed by and considered appropriate by Mr. John Cameron, solicitor, who is acting for the Town in this matter.

The changes are as follow, with the changes noted in bold:

- in clause 1 (a) the references to the land-use by-law have been changed to 8.1 (a) and 8.1 (b);
- in Section 9 (a) the MGA reference has been corrected to "of the Town pursuant to **subsection 229 (2)** of the Municipal Government Act"
- in 9(b) the construction start time has been changed from twelve (12) months to **sixty (60)** months;
- in Section 9, the following additional clause has been added at the beginning: "**Commencement of a use means commencement of construction for that use; discontinuance of a use includes an interruption in construction of that use; development may be phased; the last phase of any use must be commenced within 15 years of the date of this agreement.**"
- minor wording changes were made in Sections 10 and 12.

2. **ISSUES AND OPTIONS**

The revised text of the draft development agreement (Schedule A) is provided for consideration by the Planning Advisory Committee during the September 21, 2010 public information meeting.


3. **FINANCIAL IMPACT**

The changes within the text of the draft development agreement have no financial impact on the Town.

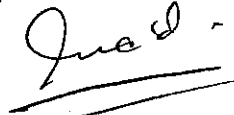
4. **RECOMMENDATION**

The draft agreement is provided to replace the August 24, 2010 development agreement for consideration at the September 21, 2010 public information meeting.

Approved by



Bea Renton
Town Manager/Clerk



Enclosures: Appendix A - Revised Text of Draft Development Agreement

3. Landscaping, Lighting and Screening

- (a) that any exterior lighting be limited to lighting for safety and security only, and be focussed on the lands that are the subject of this agreement so as to minimize the illumination of surrounding areas, and be located so that nearby properties and streets are not illuminated to the extent that a hazard or nuisance will result; and
- (b) that landscaping in keeping with the nearby golf course and the neighbourhood be developed and maintained on all portions of the property which are not built on; and
- (c) that all equipment, parts or waste material be located below ground in association with the parking garage or be screened from the public view.

4. Exterior Appearance of the Structures

- (a) that the exterior appearance of the structures be approximately as shown on Schedule C; and
- (b) that the maximum height of the buildings, as defined in the Land Use By-law, be sixty-five (65) feet.

5. Signs

- (a) that a maximum of two (2) signs be permitted on the property; and
- (b) that the maximum sign area of each sign be 3.5 square metres (40 sq. ft.).

6. Servicing

- (a) that fire flows are to be evaluated and deemed satisfactory by the Town Engineer at the time application is made for a building permit; and
- (b) that a storm drainage plan which is deemed satisfactory by the Town Engineer is provided before a development permit is issued; and
- (c) that any changes to Masons Beach Road in the immediate area of 101 Masons Beach Road that are required by the Traffic Authority and Town Engineer to accommodate the proposed development be carried out prior to a development permit being approved.

7. Maintenance

- (a) that the buildings be kept in good repair, and the exposed exterior surface painted or treated as may be necessary, so that the building is maintained in a tidy and attractive state; and
- (b) that all fences, retaining walls, lawns, trees, shrubs, gardens, and other landscaping elements be regularly maintained and any undeveloped, unused portions of the lot shall be kept in a tidy state and free from unkempt materials or matter of any kind.

8. Changes and Alterations

- (a) that all matters in this agreement not specified in Subclause 8 (b) below are non-substantial matters which may be changed or altered without a public hearing, but with the written consent of Town Council, provided that Town Council determines that the changes do not significantly alter the intended effect of these aspects of the agreement.
- (b) that the following matters are substantial matters and may not be changed or altered except by amendment to this agreement in the form of a further development agreement incorporating the intended change:
 - (i) the maximum number of rental units within the hotel; and
 - (ii) the maximum number of residential condominium units; and
 - (iii) the maximum number of one-bedroom apartments.

9. Termination of Agreement

In this clause, commencement of a use means commencement of construction for that use; discontinuance of a use includes an interruption in construction of that use; development may be phased; the last phase of any use must be commenced within 15 years of the date of this agreement.

- (a) that this agreement shall be in effect until discharged by resolution of the Council of the Town pursuant to subsection 229(2) of the *Municipal Government Act*, whereupon the Land Use By-law shall apply to the lands described in Schedule A; and
- (b) that the Town of Lunenburg may discharge this development agreement if the use described herein has not been commenced within sixty (60) months of the date of this agreement; and
- (c) that the Town of Lunenburg may discharge this development agreement if the

(d) use described herein is discontinued for twelve (12) months or longer; and that the Town of Lunenburg retains the option of discharging this development agreement should any fact provided by the developer to the Town constitute a material misrepresentation of the facts.

10. Other

That this agreement shall enure to the benefit of, and be binding upon the Town and its successors and assigns and shall enure to the benefit of and be binding upon the developers, its successors and assigns, the owner or owners from time to time of the property described in Schedule A, until discharged.

11. Compliance with Other By-laws and Regulations

That nothing in this agreement shall exempt the Developer from complying with other By-laws or Regulations in force within the Town, including the Building Code By-law, or from obtaining any Federal, Provincial or Municipal license, permission, permit, authority or approval required.

12. Ownership

We hereby certify that Stellar Investments Inc. is the sole owner of the property described in the attached Schedule A, having received the deed from Guenther Reibling and Susan J. Reibling, dated July 2, 2003, and recorded at the Bridgewater Registry of Deeds at Page 593 in Book 900 as document # 4029 on July 4, 2003. Stellar Investments Inc. has not disposed of any interest in the property and there are no judgements, mortgages or other liens or encumbrances affecting the property.

Witness

Guenther Reibling, President
Stellar Investments Inc.

Witness

Susan Reibling, Secretary
Stellar Investments Inc.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed by affixing their seals and corporate seals on the day and year first above written.

In the presence of:

Witness

copy

Guenther Reibling, President
Stellar Investments Inc.

Witness

Susan Reibling, Secretary
Stellar Investments Inc.

TOWN OF LUNENBURG

Witness

D. Laurence Mawhinney
Mayor

Witness

Bea Renton
Town Manager / Clerk



101 MASONS BEACH ROAD



PETROFF PARTNERSHIP ARCHITECTS

PETROFF

STELLAR INVESTMENT INC

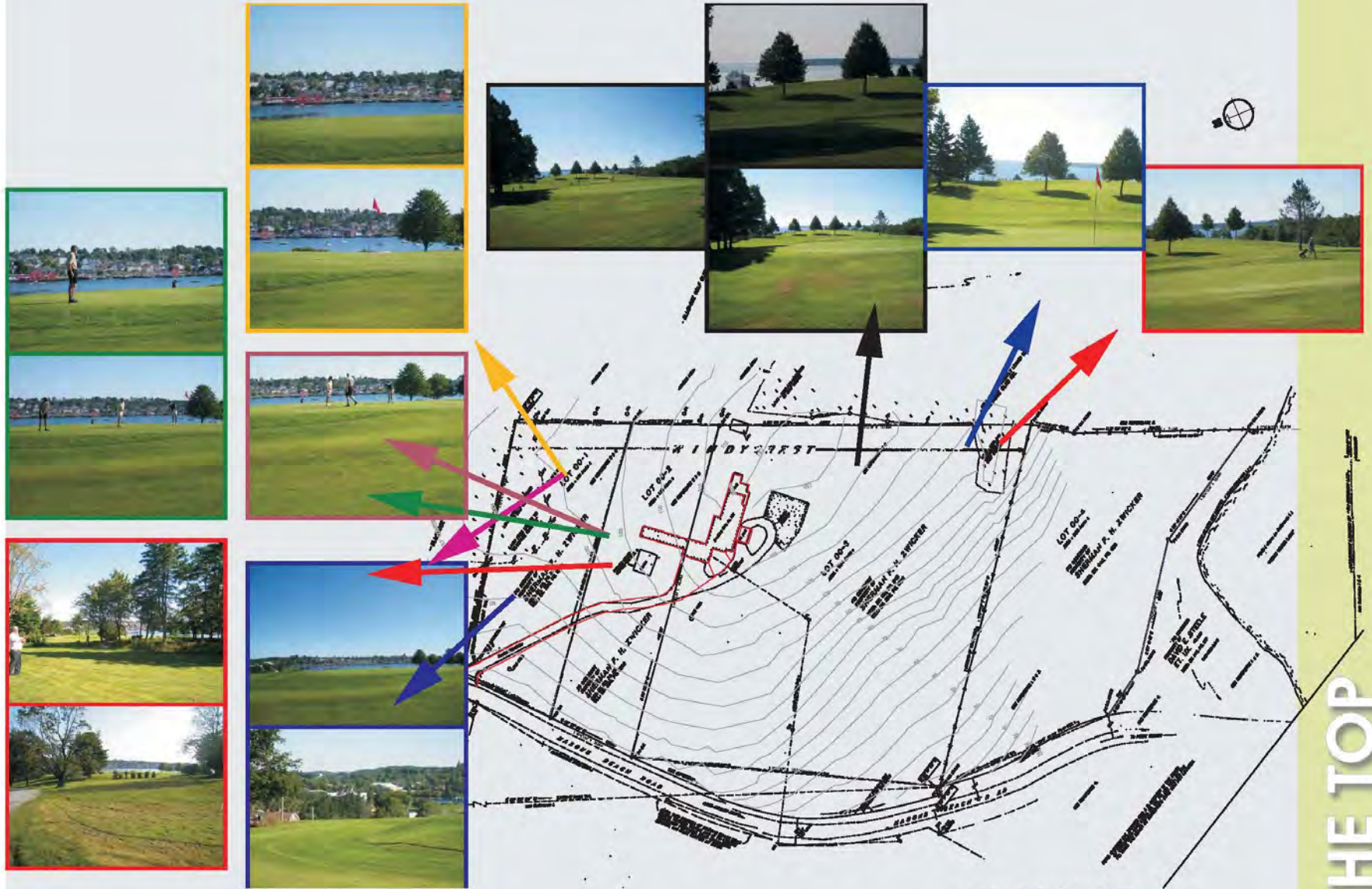
THE TOP
LUNenburg NOVA SCOTIA



LOCATION

PETROFF PARTNERSHIP ARCHITECTS

PETROFF



VIEWS FROM SITE

PETROFF PARTNERSHIP ARCHITECTS

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THE TOP
LUNenburg NOVA SCOTIA



CONTEXT

PETROFF PARTNERSHIP ARCHITECTS

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STELLAR INVESTMENT INC



TOP VIEW

PETROFF PARTNERSHIP ARCHITECTS

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HOTEL COMPONENTS

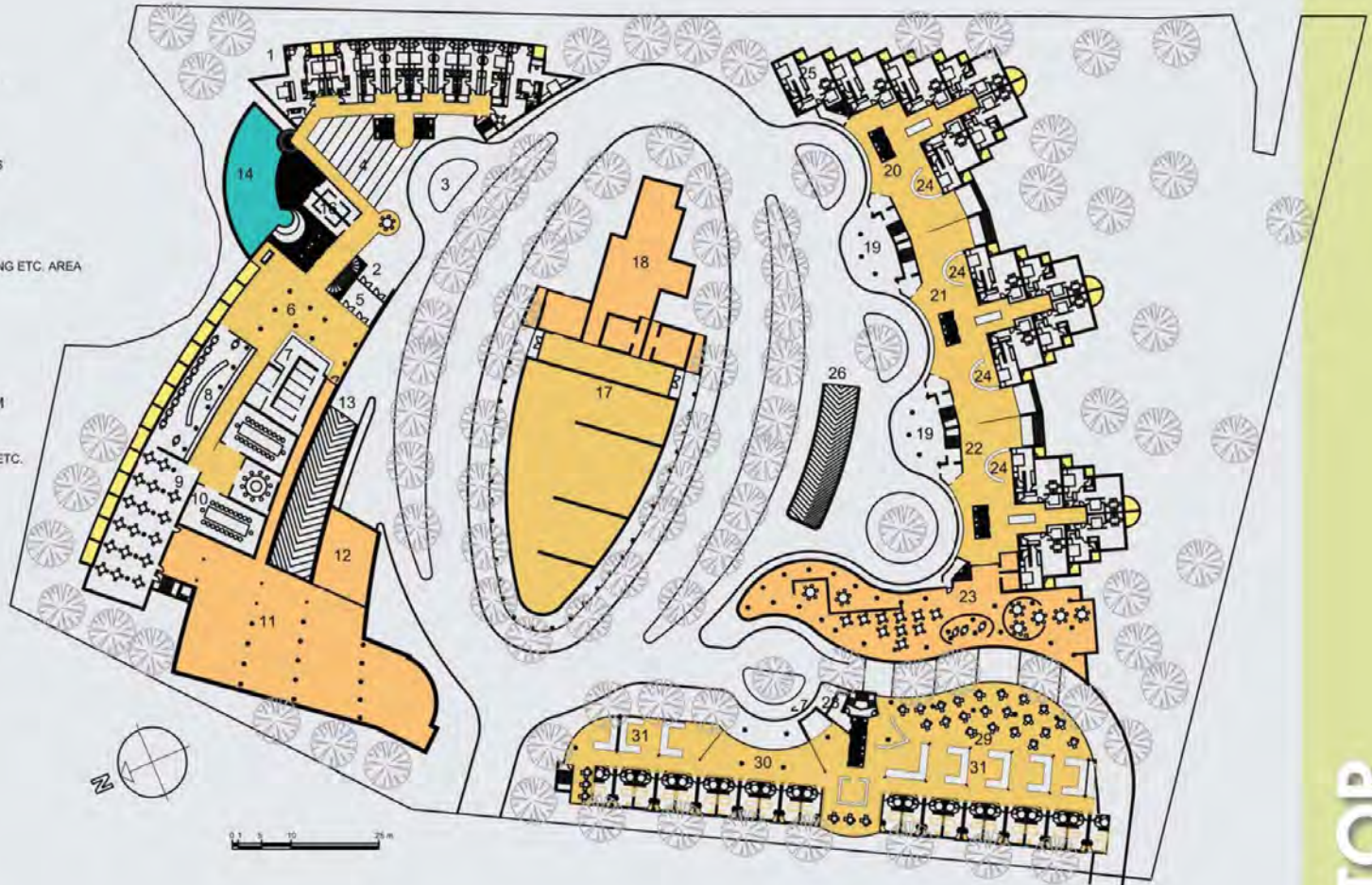
- 1 HOTEL PHASE 2
- 2 MAIN ENTRANCE
- 3 VEHICULAR ACCESS, DROP OFF-PICK UP
- 4 LANDSCAPED COURTYARD
- 5 VESTIBULE
- 6 MAIN LOBBY AND CIRCULATION AREA
- 7 FRONT DESK AND MANAGEMENT OFFICES
- 8 LOBBY BAR, LOUNGE AREA
- 9 RESTAURANT CAFE AREA
- 10 CONFERENCE MEETING ROOMS AREA
- 11 B.O.T.H. KITCHEN STAFF AREA
- 12 SHIPPING, RECEIVING GARBAGE HANDLING ETC. AREA
- 13 U.G. PARKING ACCESS-EGRESS RAMP
- 14 POOL
- 15 POOL DECK
- 16 CHANGING ROOMS

COMMUNITY SPACES, CONDOMINIUM AND APARTMENTS

- 17 FITNESS, CARDIO MACHINES, EXERCISE ETC.
- 18 RESTAURANTS, SHOPS, ETC.
- 19 TERRACES
- 20 LOBBY OF PHASE 1
- 21 LOBBY OF PHASE 2
- 22 LOBBY OF PHASE 3
- 23 PARTIES, GAMES, CONTRACT BRIDGE, TV LOUNGES ETC.
- 24 CONCIERGE
- 25 CARETAKER'S FLAT
- 26 U.G. PARKING ACCESS-EGRESS RAMP
- 27 MAIN ENTRANCE
- 28 SERVICE ENTRANCE
- 29 DINING AND MAIN ACTIVITIES AREA
- 30 LOBBY AND VISITORS AREA
- 31 SPECIFIC ACTIVITIES AREA

UNITS ON GROUND LEVEL

HOTEL UNITS	9
CONDOMINIUM UNITS	14
APARTMENT UNITS	22



GROUND FLOOR LEVEL

PETROFF PARTNERSHIP ARCHITECTS

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HOTEL: SINGLE ROOMS FLOOR,
SUITES AT SPECIFIC LOCATIONS

- 1 HOTEL PHASE 2
- 2 POOL AREA
- 3 HOTEL PHASE I
- 4 SKYLIGHTS
- 5 LANDSCAPED ROOF TERRACE
- 6 UG. PARKING ACCESS, EGRESS
- 7 RECEIVING
- 8 MAIN ENTRANCE
- 9 VEHICULAR ACCESS, DROP OFF-PICK UP
- 10 LANDSCAPED COURT YARD AREA
- 11 SERVICE CORE, MAIDS ROOM-STORAGE
- 12 RESIDENTIAL, 3 CLUSTERS-3 PHASES
- 13 LONG TERM CARE
- 14 ROOF OF COMMON FACILITIES

UNITS ON 2nd LEVEL

- HOTEL UNITS 26
- CONDOMINIUM UNITS 20
- APARTMENT UNITS 22

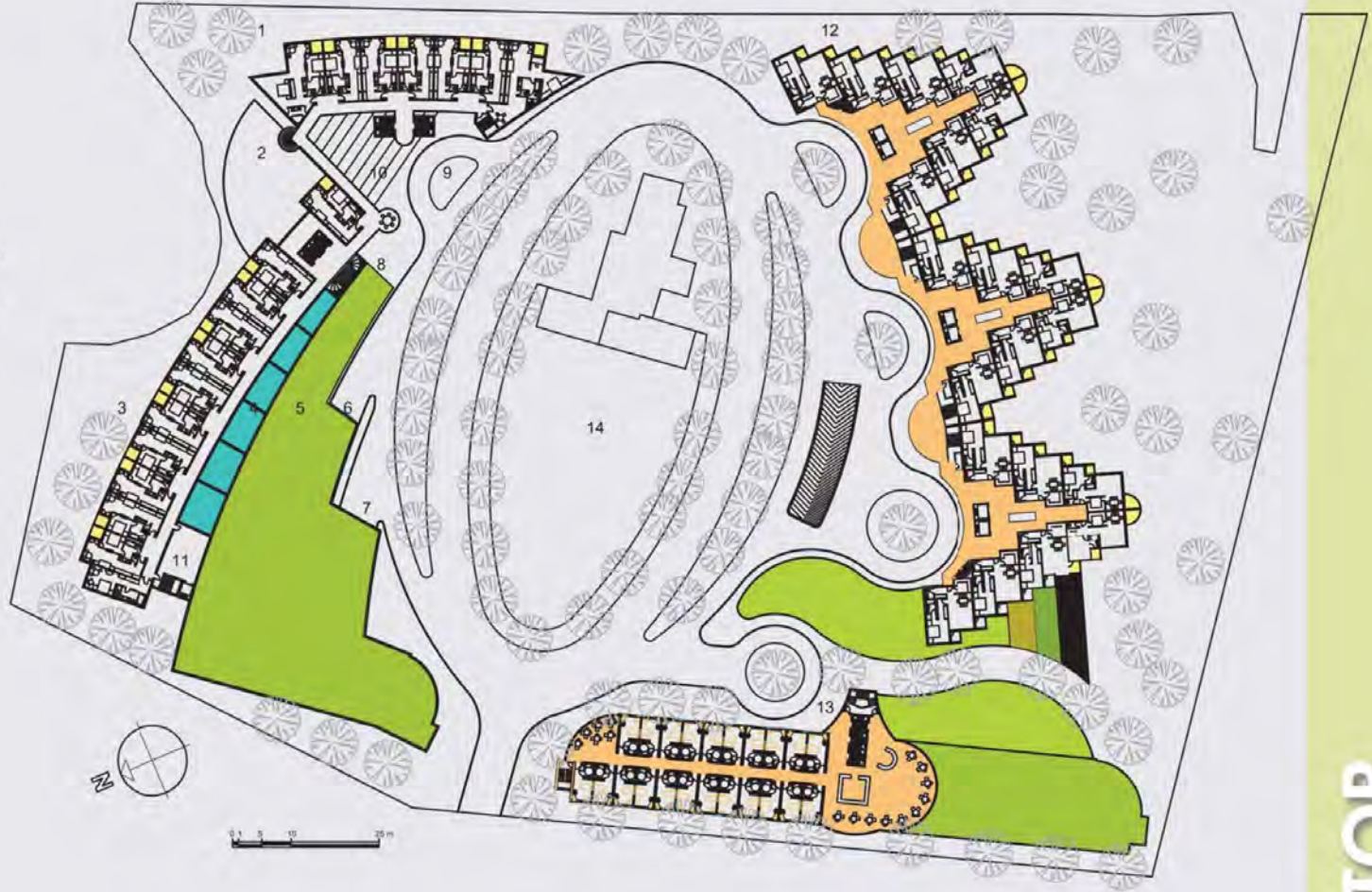


HOTEL: SINGLE ROOMS FLOOR,
SUITES AT SPECIFIC LOCATIONS

- 1 HOTEL PHASE 2
- 2 POOL AREA
- 3 HOTEL PHASE I
- 4 SKYLIGHTS
- 5 LANDSCAPED ROOF TERRACE
- 6 UG. PARKING ACCESS, EGRESS
- 7 RECEIVING
- 8 MAIN ENTRANCE
- 9 VEHICULAR ACCESS, DROP OFF-PICK UP
- 10 LANDSCAPED COURT YARD AREA
- 11 SERVICE CORE, MAIDS ROOM-STORAGE
- 12 RESIDENTIAL, 3 CLUSTERS-3 PHASES
- 13 LONG TERM CARE
- 14 ROOF OF COMMON FACILITIES

UNITS ON 3rd LEVEL

- HOTEL UNITS 19
- CONDOMINIUM UNITS 20
- APARTMENT UNITS 22



3RD FLOOR LEVEL

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AERIAL PERSPECTIVE

PETROFF PARTNERSHIP ARCHITECTS

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STELLAR INVESTMENT INC



AERIAL PERSPECTIVE

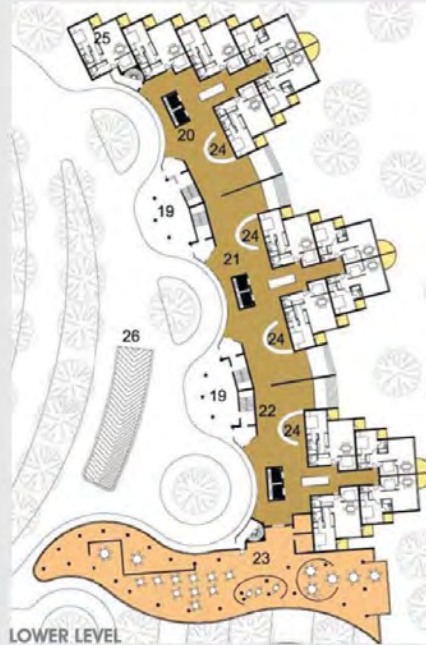
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CONDOMINIUM

PETROFF PARTNERSHIP ARCHITECTS

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STELLAR INVESTMENT INC

THE TOP
LUNenburg NOVA SCOTIA



CONDOMINIUM

PETROFF PARTNERSHIP ARCHITECTS

PETROFF

THE TOP
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STELLAR INVESTMENT INC



AERIAL PERSPECTIVE

PETROFF PARTNERSHIP ARCHITECTS

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STELLAR INVESTMENT INC



LOWER LEVEL

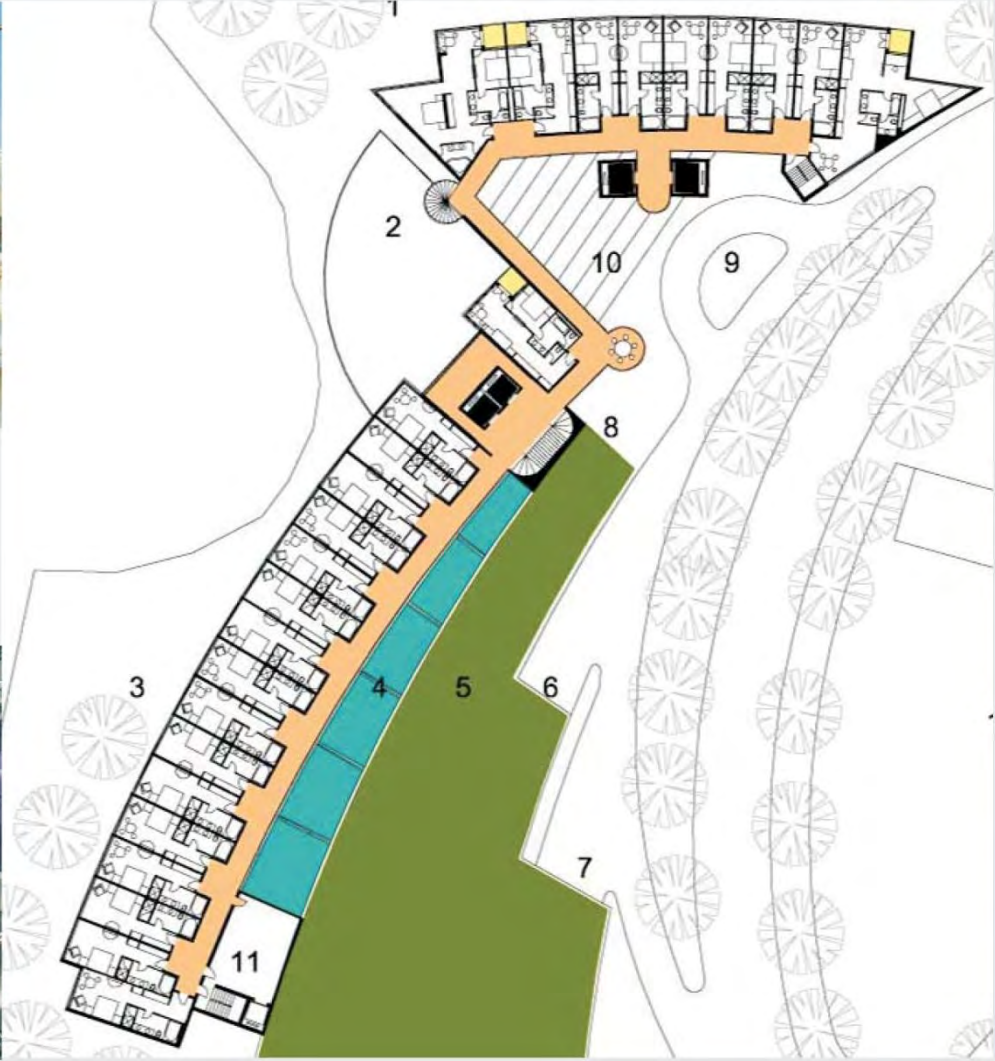


UPPER LEVELS

HOTEL

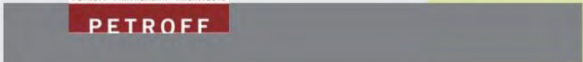
PETROFF PARTNERSHIP ARCHITECTS

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HOTEL

PETROFF PARTNERSHIP ARCHITECTS



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AERIAL PERSPECTIVE

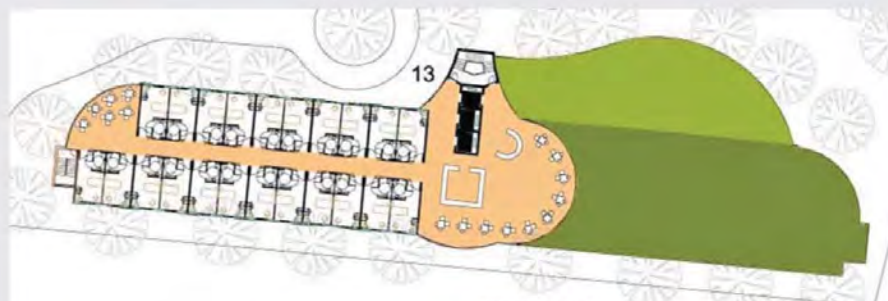
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APARTMENTS

PETROFF PARTNERSHIP ARCHITECTS
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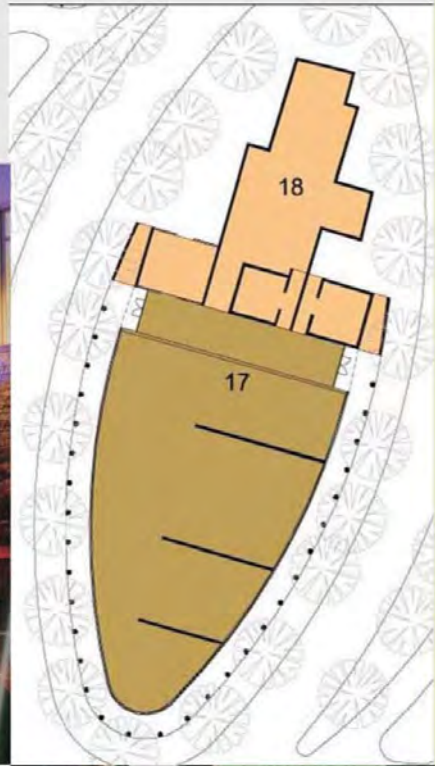
AERIAL PERSPECTIVE

PETROFF PARTNERSHIP ARCHITECTS

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STELLAR INVESTMENT INC



COMMUNITY SPACES

PETROFF PARTNERSHIP ARCHITECTS

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THE TOP
LUNenburg NOVA SCOTIA



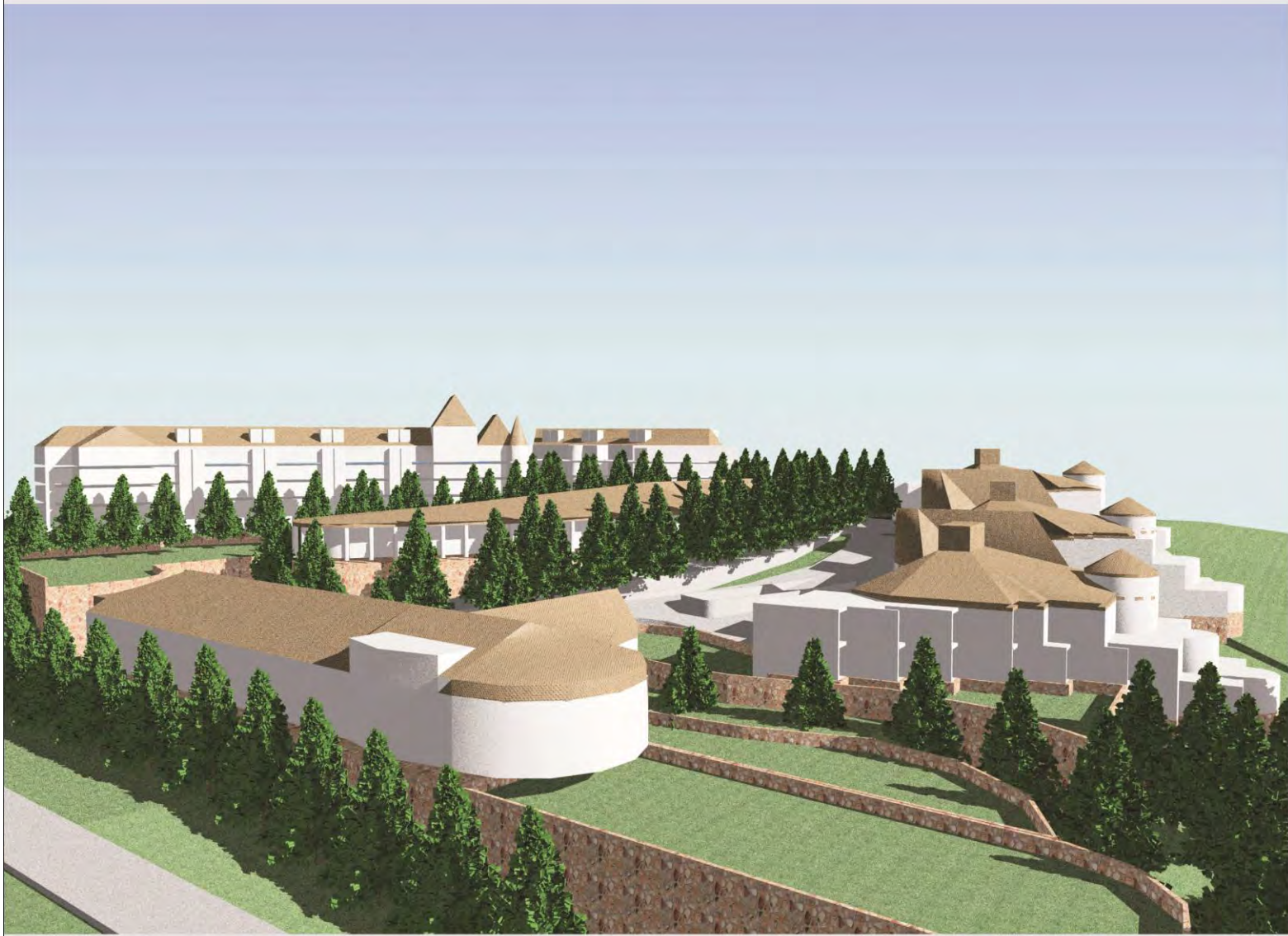
COMMUNITY SPACES

PETROFF PARTNERSHIP ARCHITECTS

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WEST ELEVATION

PETROFF PARTNERSHIP ARCHITECTS

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SOUTH ELEVATION

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TOP VIEW

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STELLAR INVESTMENT INC

Schedule E Policies Analysis
Municipal Planning Strategy Policy 19.8, 19.9

Implementation Policy 19.8	Analysis
<p>19.8 enter into development agreements pursuant to Subsection 38(2)(p) and Section 55 of the Planning Act on the terms and conditions set forth in this Municipal Planning Strategy, and a development agreement shall:</p>	<p><i>Please refer to the draft development agreement, attached as Schedule F, for relevant terms noted below.</i></p>
<p>(a) specify the development, expansion, alteration, or change permitted; and</p>	<p>Terms of the draft development agreement specify the uses (DA 1. Uses), as well as any changes (DA 8 & 9)</p>
<p>(b) specify the conditions under which the development may occur; and</p>	<p>The draft development sets out conditions in DA 2-7</p>
<p>(c) set forth the terms by which Town Council can terminate an agreement.</p> <p>The provisions of the Land Use By-law shall prevail after discharge of an agreement</p>	<p>Terms of termination are found in DA 9. Termination of Agreement</p>

Implementation Policy 19.9	Analysis
<p>Criteria For Development Agreements and Land Use By-law Amendments</p> <p>19.9.1 consider the following in addition to all other criteria set out in the various policies of this Municipal Planning Strategy when considering amendments to the Land Use By-law or development agreements:</p>	
<p>(a) that the proposal conforms to the intent of the Municipal Planning Strategy and to all other applicable Town By-laws and regulations, except where the application is for a development agreement and the requirements of the Land Use By-law need not be met; and</p>	<p>The proposal is in keeping with the intent of the Municipal Planning Strategy and other applicable By-laws and regulations in the Town. (There is a legal opinion on this. Council felt it was in keeping with initially entering into the DA in 2011).</p>
<p>(b) that the proposal is not in conflict with Municipal or Provincial programs in effect in the Town; and</p>	<p>The proposal is not in conflict with Municipal or Provincial programs.</p>
<p>(c) that the proposal is not premature or inappropriate by reason of: (i) financial ability of the Town to absorb costs related to the development; or</p>	<p>There may be costs related to the development. DA 6 relates to Servicing. A storm drainage plan needs to be approved by the Town Engineer prior to a building permit being issued. It also notes that changes to the road in the immediate vicinity of the subject properties, which are deemed necessary by the Town, are to be carried out prior to a development permit being issued. Who is paying for the upgrades is not expressly written in the agreement. Developer –pay or cost sharing arrangements would need to be addressed if required. Access permits (driveway) would be tied to the capability of the road to handle anticipated traffic load.</p>

(ii) adequacy and proximity of school, recreation and other community facilities; or	Adequate
(iii) negatively affecting the enjoyment of established residences; or	Although abutting a golf course and vacant lands, there will be an impact on nearby residences due to the density and uses on the site. For example, there will be increased traffic travelling on Masons Beach Road. The impact is considered minimal as the subject lands are not adjacent to an established neighbourhood and in a rural environment.
(iv) the creation of any undue traffic hazard or congestion; or	No undue hazard or congestion as a result of this proposal has been identified. Road upgrades may be necessary, which would be determined by the Traffic Authority and Town Engineer.
(v) adequacy of Town sewer and water services, including fire flows and water pressure or the adequacy of the site for on-site services; or	<p>The operation of the Sewage Treatment Plant is negatively impacted by infiltration and salt water intrusion during significant storm events. Capacity is an issue during these times. The Town is working diligently and committing a great deal of funds and other resources in addressing the storm event related issues.</p> <p>The developer must provide information on the fire flows for the approval of the Town Engineer. It will be the responsibility of the developer pay for costs associated with tying to the Tannery Road 8" sewer line as per usual. The Town Engineer will need to approve the servicing plan - this is not written in the DA but is standard practice.</p>
(vi) adequacy of storm drainage and effects of alteration to drainage pattern, including potential for creation of a flooding problem; or	DA 6.b sets out that the developer must provide a drainage plan to the satisfaction of the Town Engineer before a development permit can be issued.
(vii) creation or worsening of a pollution problem in the area such as but not limited to soil erosion and siltation of watercourses; or	No pollution problem has been identified.
(viii) suitability of site regarding grades, soils and geological conditions, location of watercourses, marshes, bogs and swamps, and proximity to utility rights-of-way; and	The site appear to be suitable, given the information provided.
19.9.2 consider the following in addition the criteria set out in 19.9.1 above, when considering development agreements:	
(a) that the proposal provides adequate off-street parking. In the case of development by development agreement, parking need not comply with the requirements of the Land Use By-law, and the intention of Council is to reduce the amount of parking required as far as reasonable in relation to the location of the property; and	<p>D.A 2 Parking and Driveway Area There is a <u>minimum</u> of 227 parking spaces to be provided with 227 in underground parking. Load calc.: RES 1.25 space X 90 res units= 112.5=113 HOTEL: 1 space X120 units= 120 LUB Parking requirement: is 233 spaces Minimum provided: 227 There is a difference of 6 spaces. Development agreements allow flexibility. Where the difference is small and the DA sets out a</p>

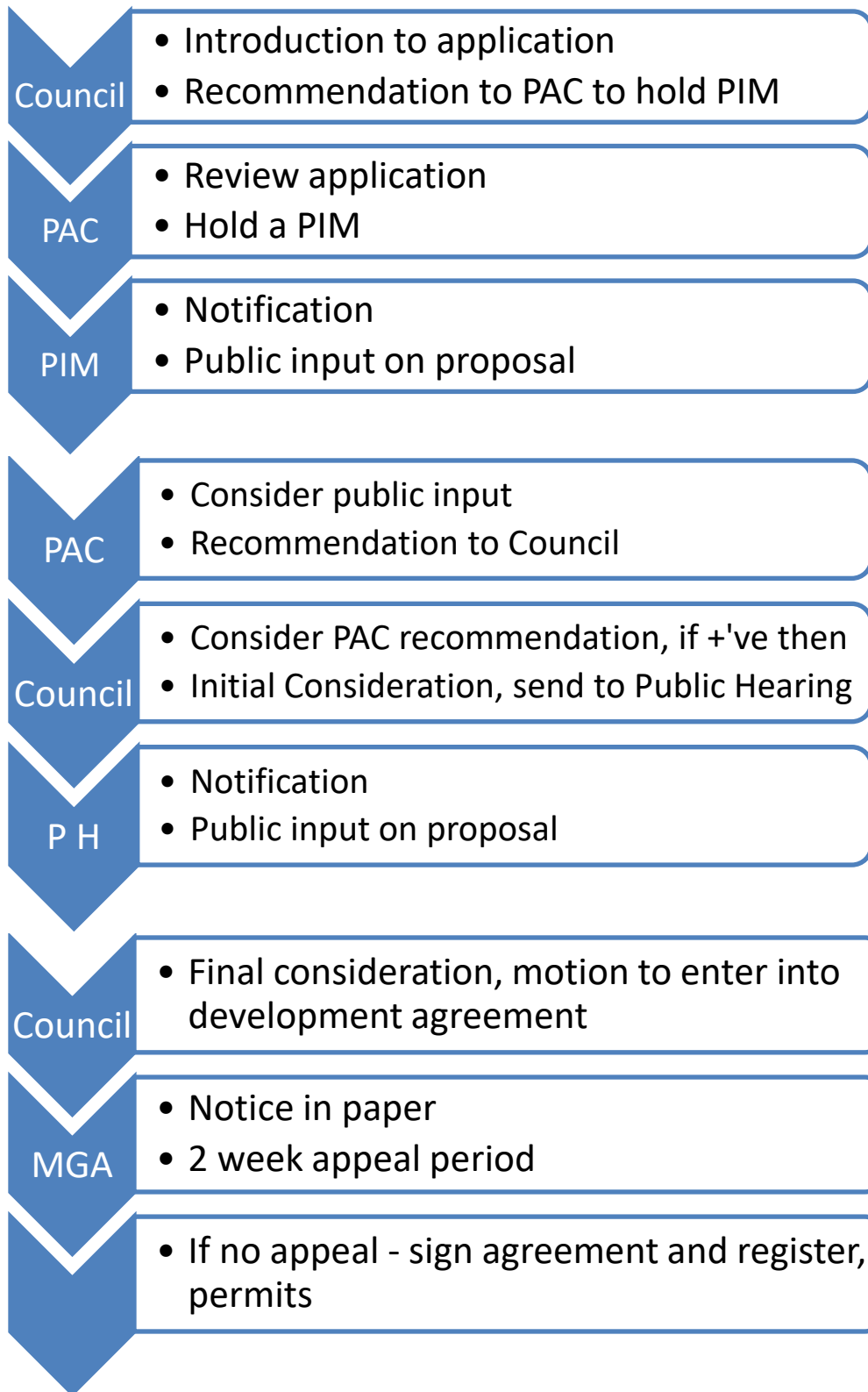
risk of such damage, environmental studies shall be undertaken by the developer in order to determine the nature and extent of any likely damage. The proposal shall not be approved by Council until Council is satisfied that all concerns respecting the impact of the development have been adequately addressed; and	
(i) that adequate provision is made for garbage collection and industrial waste disposal, and Council is satisfied that all necessary permissions for these services have been received from the regulatory body having jurisdiction; and	DA 3.c. sets out that equipment, parts or waste material be located below ground in association with the parking garage or screened from public view. The Town of Lunenburg contracts for waste removal. Disposal must in in accordance with By-law # 38
(j) the use shall not as a result of emissions of noise, odour, dust, or light or any other form of emission, have an undue negative effect on the enjoyment of other properties in the area.	There will be the usual impact as a result of the hotel as well as increased residential density. DA 3 regulates, landscaping, lighting, and screening of the development.

Implementation Policy 5.12A	Analysis
5.12A (1) Ensure that the following criteria are met when Council is considering proposals for new construction of multi-unit residential buildings by development agreement:	
(a) The minimum lot size must be 279 sq m. (3,000 sq ft) per dwelling unit up to four and 1,000 sq ft for each additional unit	
(b) Residential developments of 4 or more units must provide 20% of the minimum lot area as dedicated greenspace to be maintained in plantings and not paved – the approximate location of the green space and the plan for planting it must be included in the development agreement;	Meets the minimum 20% of lot area. Please refer to DA PLANS' Schedule D, which shows the plantings and their mix.
(c) Development must be screened from adjacent one or two unit residential uses by trees and shrubs according to the following requirements: (i) 4-5 units 1.5 m (5 ft) (ii) 6-10 units 3 m (10 ft) (iii) 11-15 units 4.5 m (15 ft) (iv) 16 units and over 6 m (20 ft) The location, plant mix and maintenance standards must be included in the development agreement.	There are no adjacent one or two unit residential uses. The proposal is screened from Masons Beach Road.
(d) 1.25 parking spaces are required for each unit in all developments of 4 and over.	RES 1.25 space X 90 res units= 112.5=113 (see above comments)
(e) parking in the front yard is prohibited	No parking in the front yard. Majority of parking is underground.
(f) location and design of parking spaces and driveways must be included in the development agreement.	Location and design are approximate/concept. Detailed design will be submitted for approval prior to the issuance of a development permit.
(2) In the case of additions to existing residential development, the criteria in subsection (1) apply only to the addition.	N/A
(3) In the case of conversions, the specific criteria in subsection (1) do not apply but the factors listed should be taken into account in the development agreement to the extent the existing lot permits.	N/A

	<p>minimum, a load requirement of 227 is reasonable.</p>
<p>(b) that the proposal provides adequate emergency vehicle access; and</p>	<p>DA 2.c sets out that there be a minimum of two access/egress points, which will need to be approved by the Town Engineer and Traffic Authority. The locations are shown on the site plan.</p>
<p>(c) that the hours of operation of the proposed use will not unduly disturb nearby properties; and</p>	<p>None are set out in the agreement for the hotel use. The greatest impact will be on the residential uses within the development.</p>
<p>(d) that the primary architectural features of the proposal, including but not limited to bulk, scale, roof shape, building materials, exterior cladding, and shape and size and relationship of doors and windows, shall be visually compatible with nearby buildings in the case of a new building, or with the original building in the case of an addition; and</p>	<p>There are no detailed architectural drawings provided but there are concept drawings in the DA (PLANS attachment).</p> <p>The properties are not in an area of architectural control, Heritage Conservation District, or abutting a designated property.</p> <p>DA 4 Exterior Appearance of the Structure sets the height at 65 ft. and ties the appearance to that similar to the concept.</p>
<p>(e) that the proposal will not significantly alter the existing character or stability of the surrounding neighbourhood; and</p>	<p>The location is more rural in nature; not in or abutting an established residential neighbourhood.</p>
<p>(f) that the proposal will be integrated into the surrounding area by means of good landscaping and sensitive site orientation and screening adequate to eliminate the impact of any objectionable features such as parking or outdoor storage of equipment, parts and waste material; and</p>	<p>DA 3. Landscaping, Lighting, and Screening Sets out that landscaping is to be in keeping with the nearby golf course and the landscaping plan</p> <p>The development will be taking advantage of the aesthetic provided by the adjacent golf course. The PLANS show buffering along Masons Beach Road as well as the landscape plan. DA PLANS' Schedule D shows the plantings and their mix.</p> <p>The majority of the parking will be underground.</p> <p>There are no abutting residential uses that require screening.</p>
<p>(g) that residential developments provide sufficient usable outdoor open space; and</p>	<p>There is sufficient usable open space on the landscaping plan. It is shown as "Lawn" or "Lawn Area" on DA PLANS' Schedule D.</p>
<p>(h) that the proposal will not result in a significant risk of damage to either the natural or built environment. This determination will be made by a person deemed to be qualified by Council. Where Council determines, on the advice of a qualified person, that there is a significant</p>	<p>There is no apparent or anticipated risk of damage to the natural or built environment.</p>

Schedule F

Development Agreement Approval Process





THE TOWN OF LUNENBURG

Draft Amending Development Agreement
(draft date: 12 May 2021)

Between:

Stellar Investments Inc.

And

**Town of Lunenburg,
Lunenburg, Nova Scotia**

To permit the development of a resort hotel, condominium, and apartment building on three lots PIDs 60053097, 60388097, 60388105, at 101 Masons Beach Road, Lunenburg

Original agreement approved by Town Council on the 7th day of December, 2011

Amending agreement approved by Town Council on the _____th day of _____, 20__.

Signed and entered into this _____ day of _____, 2021.

This Amending Agreement made this _____ day of _____, 2021.

BETWEEN:

STELLAR INVESTMENTS INC. of Lunenburg, Nova Scotia,

hereinafter called the “**DEVELOPER**,”

OF THE FIRST PART;

- and -

THE TOWN OF LUNENBURG, a body corporate pursuant to the *Municipal Government Act* (SNS 1998, c. 18), having its chief place of business at Lunenburg, in the District of Lunenburg, Nova Scotia,

hereinafter called the “**TOWN**,”

OF THE SECOND PART.

WHEREAS the **DEVELOPER** is the registered owner of certain lands located 101 Masons Beach Road (PIDs 60388105, 60388097, 60053097), Lunenburg and which said lands are more particularly described in Schedule “A” to this Agreement, hereinafter called the **PROPERTY**;

AND WHEREAS the Town of Lunenburg, at a meeting held on the 7th day of December 2011, approved an application by the Developer to enter into a development agreement to allow for construction of a resort hotel, condominium units, and an apartment building on the Property, the said agreement being recorded at the Lunenburg County Land Registry Office on 13 April 2011 as Documents # 98138186 and 98133375 (hereinafter called the “**Existing Agreement**”);

AND WHEREAS the Developer has requested the Town approve an amendment to the Existing Agreement to allow for to allow for a 10 year extension to commencement;

AND WHEREAS the Town wishes to amend Existing Agreement to reference multi-unit dwellings;

AND WHEREAS the Council for the Town of Lunenburg approved these requests at a meeting held on the ___ day of ____, 20__

THEREFORE, in consideration of the benefits accrued to each party from the covenants herein contained, the Parties agree to the following amendments:

1. to allow for a 10 year extension to commencement by amending Part 9. Termination of Agreement as follows:
 - a. In the first paragraph, after *commences more than*, delete “10” and insert “20” before *years from the date of this agreement*;
 - b. In the first paragraph, after *this agreement requires* delete “an” and insert “a further” before *amending agreement*;
 - c. In the third line of 9.(b), after *sixty (60) months of the date of this* insert “amending” before *agreement*;
 - d. In the third line of 9.(c), after *sixty (60) months or longer* insert “(which period is fully after the date of the amending agreement)”;
2. to reference multi-unit dwellings in 1. Use as follows:
 - a. after *bed resort hotel*; and delete
 - sixty (60) residential condominium units: and
 - thirty (30) apartmentsinsert
 - multi-unit dwelling with sixty (60) units (shown as Building C); and
 - multi-unit dwelling with thirty (30) units (shown as Building D); andbefore
 - *other facilities ordinarily ...*

Consolidated amendments for 1. Use and 9. Termination of Agreement

1. Use

That the development on the properties described in Schedule A shall be limited to:

- (a) those uses specified as permitted in uses Section 8.1 (a) and 8.1 (b) of the Land Use By-law; and
- (b) the use of the properties for the development of:
 - a one hundred and twenty (120) bed resort hotel; and
 - multi-unit dwelling with sixty (60) units (shown as Building C); and
 - multi-unit dwelling with thirty (30) units (shown as Building D); and
 - other facilities ordinarily associated with a business centre, hotel or condominium complex including without limiting the generality of the foregoing a restaurant, conference rooms, club house, tennis courts, recreation and business centre facilities, spa and indoor/outdoor pool,in accordance with the terms of the this agreement and as set out in Schedules B and C. All uses or phrases need not be constructed by the developer; and
- (c) except as otherwise provided in this agreement, the provisions of the Land Use By-law apply to any development undertaken pursuant to this agreement.

9. Termination of Agreement

In this clause, commencement of a use means commencement of construction for that use; discontinuance of a use includes an interruption in construction of that use; development may be phased; any development which commences more than 20 years from the date of this agreement requires a further amending agreement.

- (a) that this agreement shall be in effect until discharged by resolution of the the Council of the Town pursuant to subsection 229(2) of the *Municipal Government Act*, whereupon the Land Use By-law shall apply to the lands described in Schedule A; and
- (b) that the Town of Lunenburg may discharge the development agreement if no use described herein has been commenced within sixty (60) months of the date of this amending agreement; and
- (c) that that the Town of Lunenburg may discharge this development agreement if there is no use described in Section 1 (b) for a period of sixty (60) months or longer (which period is fully after the date of the amending agreement); and
- (d) that the Town of Lunenburg retains the option of discharging this development agreement should any fact provided by the developer to the Town constitute a material misrepresentation of the facts.

IN WITNESS WHEREOF the parties hereto for themselves, their successors and assigns have hereunto set their hands and seals as of the day and year first above written.

SIGNED, SEALED AND DELIVERED
in the presence of:

DEVELOPER

Witness

Timothy Reibling , President
Stellar Investments Inc.

TOWN OF LUNENBURG

Witness

Matt Risser, Mayor

Witness

CAO & Municipal Clerk, Bea Renton

Province of Nova Scotia, _____.

On this _____ day of _____, 2021,
before me the, subscriber personally came and
appeared _____, a
subscribing witness to the foregoing agreement,
who having been by me duly sworn, made oath
and said that the Developer, one of the parties
thereto, signed, sealed and delivered the same
in his/her presence.

A Commissioner of the Supreme
Court of Nova Scotia

Province of Nova Scotia, County of Hants.

On this _____ day of _____, 2021, before me,
the subscriber personally came and appeared
_____, a subscribing
witness to the foregoing agreement, who having
been by me duly sworn, made oath and said that
_____,
signing authorities for the Municipality of East
Hants, one of the parties thereto, signed, sealed
and delivered the same in his/her presence.

A Commissioner of the Supreme
Court of Nova Scotia

SCHEDULE A

To be inserted from pdf of original development agreement (three lots)

My name is Scott McVittie and I am the President of the Bluenose Golf Club.

The Board of Directors of the Bluenose Golf Club are elected to manage and direct the operations of the club. All statements made today represent those of the president with input from those on the executive committee and the sub-committee.

The Bluenose Golf Club has been operating on a large parcel of land on Kaulbach Head since 1933. Mr. Homer Zwicker and the owner of the property, Mr. Edwin Kaulbach, met and after a favourable lease arrangement was made, golf course construction began on the land in May 1933.

Mr. Zwicker was the first President of the newly formed Bluenose Club which officially opened on July 8, 1933 with the Governor General in attendance. Mr. Zwicker later built his home on the adjacent property which now belongs to Stellar Investments, the developer.

We have come a long way since the opening day, yet many things remain the same. The old house and barn are still used as operating buildings of the golf club. Our club is extremely fortunate to have had the willingness of the Kaulbach family to lease the land since 1933. It is recorded that the original lease of \$400.00 per year was agreed upon, however, Mr. Kaulbach

waived the first year lease because of the significant expenses encountered to get the club operational to play in 1933.

We, the Bluenose Golf Club, have the same good fortune of leasing from Mr. Ron Kaulbach, who is most compassionate to our mission and vision of continuing to play golf in the scenic and quiet serenity of Kaulbach Head across the harbour from the UNESCO heritage site of beautiful Lunenburg, Nova Scotia.

Stellar Investment Inc. (the developer), has been a neighbour since they purchased the former Zwicker property and have continued to provide access to a portion of number 6 green and number 3 tee through a lease agreement for \$1 per year. For that, we are very grateful. Unfortunately, the property has not been kept up or lived in for many years and the grounds and buildings are in need of desperate repair or perhaps are now beyond repair. We made attempts to discuss the development with Tim Reibling, but we were unable to connect prior to this meeting. The Bluenose Golf Club is not against some sort of development on the property because, as I stated, there is welcomed and significant maintenance to be done on the property. However, the Bluenose Golf Club has concerns with the development proposal that was submitted over 10 years ago. The massive nature of the entire proposal is the biggest concern. With 227 planned underground parking spaces is such that we are very concerned with the tremendous amount of excavation required which we believe will be harmful to the golf club. The amount of construction effort required to

transport the earth needed to be taken away from that site is mind boggling. The town must decide if the current roads can handle that level of activity. The town also must be sure that any development can be serviced for water and sewage and other support.

Our club is very concerned with the duration of time it will take to construct as well as the level of noise and debris to complete this development. How long does the developer have to complete the project? How much disruption will our members put up with before moving to a quieter and cleaner location for a game of golf?

The construction of a business center, 120 bed hotel resort, 60 condo units and 30 apartments as well as other associated facilities is a mega construction project never seen before in this area or perhaps all of Nova Scotia. There was a spa in the Aspotogan area that began construction in the 80's or 90's but was never finished and eventually was demolished. We want to make sure that cannot be allowed to happen here.

This development project is so enormous that the Bluenose Golf Club is very concerned about our own infrastructure with regard to our underground water and sprinkler lines as well as the disruption our membership would endure for the duration of the construction process.

Another concern is the fact that our golf activities whereby our members and guests are hitting golf balls and it is not uncommon for wayward golf shots to fly off beyond their

intended target. There is a strong possibility golf balls will be headed toward the condominiums and the designated pool area of the hotel. We have great concerns of hitting into the adjacent property as well as hitting people or breaking windows. How do we make sure that does not happen, do we install fences or netting or perhaps even change the layout or move greens, a very expensive undertaking. Everyone wants a good neighbour, so our activity could require change if the development proceeds as close to the boundaries as proposed. We also tend to mow greens at dawn or sometimes earlier so that is another factor when building residential or commercial accommodations next to a golf course.

Our final concern rests with our fear of an approved long term development agreement in place that is connected to the property only to have the property sold. New owners may not have the same interests and concerns for the golf operation or the environment or the neighbourhood. Can the permit be attached to the present owners of the property and not be transferrable?

The people of Lunenburg want to see an attractive development fitting of the heritage and architecture of this beautiful town. The Bluenose Golf Club would like to see the same, but a much smaller development that compliments the golf course rather than one that pushes the infrastructure to the boundaries of the property. We ask the town to be diligent

in reviewing this proposal, rather than providing a rubber stamp renewal. I have heard the town has been working on a new strategy plan and new by laws. Most if not all of the councilors on council today were not part of this approval 10 years ago. We believe the town should NOT extend the previous agreement but start fresh and request a new, shorter term proposal which provides more detail in both building specifications and timeline information, so that the town has some ability to not let the project get out of control. It is important the final development agreement has all the necessary conditions to ensure the project will add to the beauty of the town and not significantly and negatively alter the activity of the citizens and neighbours, during construction or after.

Thank you,

Respectfully submitted,

Scott McVittie

President , Bluenose Golf Club