



## REGIONAL DISTRICT OF CENTRAL KOOTENAY

# DEVELOPMENT PERMIT

## DP1906E (Herman Van Reekum – Queens Bay Resort)

Date: July 18, 2019

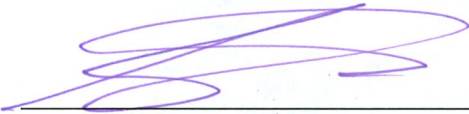
Issued pursuant to Section 490 and 491 of the *Local Government Act*

1. This Development Permit is issued to Herman Van Reekum of Queens Bay Resort, Balfour as the registered owner (hereinafter called the "Permittee") and shall only apply to those lands within the Regional District of Central Kootenay, in the Province of British Columbia legally described as Lot A, District Lot 4961, Plan EPP68103 (PID: 030-057-710) as shown on the attached Schedules 1 and 2, forming part of this Permit, referred to hereafter as the "said lands".
2. This Development Permit is issued subject to compliance with all of the bylaws of the Regional District of Central Kootenay applicable thereto, except as specifically varied or supplemented by this Permit.
3. This Development Permit shall not have the effect of varying the use or density of land as specified in the applicable Zoning Bylaw of the Regional District of Central Kootenay, nor a Floodplain Specification under Section 524 of the Local Government Act.
4. The said lands have been designated 'Tourist Commercial (TC)' and are located within a Development Permit Area pursuant to the *Electoral Area 'E' Rural Official Community Plan Bylaw No. 2260, 2013* as amended.
5. The Permittee has applied to the Regional District of Central Kootenay to Phase 1 of a shared interest resort development for recreational vehicles and dwellings and to use land and buildings situated on the said lands for this purpose. Pursuant to this Development Permit and subject to the terms and conditions herein contained, as well as all other applicable Regional District Bylaws, the Regional District of Central Kootenay hereby authorizes the use of the said lands for purpose.
6. The Permittee is required to obtain approval in writing from the Regional District of Central Kootenay prior to the construction any new buildings, external additions to existing buildings or for any deviation from the development authorized under Section 5 of this Development Permit. Furthermore, the Permittee is hereby advised of the following requirements:
  - 6.1 The Regional District of Central Kootenay Building Department requires that the Permittee obtain a demolition permit and/or building permit prior to the removal of any existing buildings and structures, the renovation, expansion or alteration of any existing building and the construction of any new building.
  - 6.2 So as to form a continuous landscape buffer, the Permittee shall be required to install new landscape planting consisting of trees and fencing to supplement the existing landscaping along the entire frontage of the said lands adjacent to Phase One of Queens Bay Resort as shown in Schedule 2. Trees and shrubs associated with the supplemental landscape planting shall be a minimum of 1.5m (5 ft) at the time of planting and spaced no more than 1.5m (5 ft) apart. All supplemental landscape planting shall be installed and inspected by Regional District of Central Kootenay staff prior to July 18, 2020. Furthermore, subject to Section 7, the Permittee shall be required to provide a Letter of

Credit in the amount of **\$26,250** to allow the Regional District to complete the required landscape buffer if necessary.

- 6.3 A building permit shall be required prior to any construction involving land in this location at which time the Permittee shall be required to address sewage disposal issues to the satisfaction of the Interior Health Authority and Regional District of Central Kootenay Senior Building Official.
7. As a condition of the issuance of this Permit, the Regional District shall hold an irrevocable Letter of Credit submitted by the Permittee in the amount of **\$26,250** to ensure the landscaping requirements as set forth in Section 6 are completed and in accordance with the following provisions:
  - 7.1 A condition of the posting of the Letter of Credit is that should the Permittee fail to carry out the works and services as herein above stated, according to terms and conditions of this permit within the time provided, the Regional District may use the Letter of Credit to complete these works or services by servants, agents or contractors, and any surplus shall be paid over to the Permittee. If the amount of funds is insufficient to cover the actual cost of completing the works, then the Permittee shall pay such deficiency to the Regional District immediately upon receipt of the Regional District's bill for same.
  - 7.2 The Permittee shall complete the landscaping works required by this Permit prior to July 18, 2020. Within this time period the required landscaping must be inspected and approved by the Regional District.
  - 7.3 If the landscaping is not approved within this time period, the Regional District has the option of continuing to renew the Letter of Credit until the required landscaping is completed or has the option of drawing from the Letter of Credit to complete the required landscaping. In this event, the Regional District or its agents have the irrevocable right to enter into the property to undertake the required landscaping for which the Letter of Credit was submitted.
  - 7.4 If the landscaping is approved within this time period without the Regional District having to draw the on the Letter of Credit, 90% of the original amount of the Letter of Credit shall be returned to the Permittee.
  - 7.5 A hold back of 10% of the original amount of the Letter of Credit shall be retained until a final inspection is undertaken within 12 months of the date of the original inspection and approval was given to the landscaping. If the landscaping receives approval at final inspection, the 10% hold back will be returned to the Permittee. If after the final inspection, approval of the landscaping is not given, the Regional District has the option of continuing to renew the Letter of Credit until the required landscaping is approved or has the option of drawing on the Letter of Credit the funds to complete the required landscaping. In this event, the Regional District or its agents have the irrevocable right to enter onto the property to undertake the required landscaping for which the Letter of Credit was submitted.
8. The said lands shall be developed strictly in accordance with the terms and conditions of this Development Permit and the requirements of all applicable Regional District Bylaws as well as any plans and specifications which may, from time to time, be attached to this Permit shall form a part thereof.
9. In accordance with the Local Government Act, if the development authorized by this Development Permit is not commenced within two years of the date of this Permit, this Permit shall lapse.

10. In accordance with the Local Government Act, 'Notice' shall be filed in the Land Title Office that the said lands are subject to this Development Permit.
11. The terms of this Development Permit including subsequent amendments, are binding on all persons who acquire an interest in the said lands associated with this Permit.
12. It is understood and agreed that the Regional District has made no representations, covenants, warranties, guarantees, promises, or agreement (verbal or otherwise) with the Permittee other than those in this Development Permit. It is solely the responsibility of the Permittee to ensure that the requirements of all other applicable government agencies are satisfied.
13. This Development Permit does not constitute a building permit.
14. This Development Permit shall come into force and effect 14 days after the date of issuance unless a Waiver of Appeal is received from the Permittee at which time the Development Permit shall be deemed to be issued upon receipt of the Waiver of Appeal. OR If a Notice of Appeal is received the Development Permit shall be suspended until such time as the Board of the Regional District of Central Kootenay has decided the Appeal.



\_\_\_\_\_  
Sangita Sudan, General Manager of Development Services

*July 24, 2019*

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Date of Approval (date of review and approval)

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Date of Issuance (pending receipt of securities)

Schedule 1: Subject Property



## Queens Bay Resort – Phase One

### Notes to Accompany Landscape Plan

This submission includes a drawing of phase one. The site of phase One approximates the shape of a right triangle.

The lower section of the triangle (south side of the development) borders Edward Street, which is the access road to the Balfour Golf Course and to our development. This section is approximately 188 metres in length. As you can see from the accompanying drawing of phase one, we plan to build a privacy fence parallel to Edward Street, approximately one metre from the edge of the road. A photo and description of the type of fencing that we plan to construct is at 'A' in the accompanying legend.

We are committed to planting 50 trees in phase one and most of them will be planted inside the privacy fence that borders Edward Street and inside some of the individual lots. The accompanying site plan indicates where the trees will be planted. Each tree is represented by a number which corresponds to the seven proposed tree species as follows:

1. Emerald Cedar
2. Quaking Aspen
3. Magnolia
4. Autumn Blaze Maple
5. Beech
6. Weeping Birch
7. Mountain Ash

The accompanying legend contains photos and sizing of the trees.

The hypotenuse of the triangle borders the tenth fairway of the Balfour Golf Course. Lots 1 to 14 back onto this section of the development. There is considerable natural vegetation separating these lots from the golf course and it is our intention to leave the natural trees in place as much as possible.

We will construct a rail fence along the border of the golf course and the development. The fence will be approximately 1 metre tall and will run for approximately 180 metres from the bottom to the top of phase one. A picture of the rail fence is 'B' in the accompanying legend.

We expect to construct safety fencing at the top of the triangle, however, that will be constructed as part of phase two of the development. It will be constructed in consultation with the management of the golf course and drawing on the advice of a PGA golf course professional.

The east side of the development borders the next phase of the development. There is a rise of approximately two metres from phase one to phase two. We will landscape that side of phase one when phase two is constructed.



Tree

Name and Size

Quantity

1



Thuja occ. Smaragd

'Emerald Cedar'

30mm caliper

~ 1.5 metres tall

10

2



Populus tremuloides

Quaking Aspen

60mm caliper

~ 1.8 meters tall

8



Tree

Name and Size

Quantity

3



Magnolia Rustica Rubra

2

Magnolia

40mm caliper

~ 1.7 metres tall

4



Acer x Freemanii

15

Autumn Blaze Maple

50mm caliper

~ 1.8 meters tall

Tree

Name and Size

Quantity

5



Fagus Riversii

Beech

60mm caliper

~ 1.8 metres tall

5

6



Betula Youngii

Weeping Birch

40mm caliper

~1.5 metres tall

5

Tree

Name and Size

Quantity

7



*Sorbus aucuparia*

Mountain Ash

40mm caliper

~1.5 metres tall

5

## Fencing

A



Privacy Fencing along Edward Street

Cedar material for fence boards

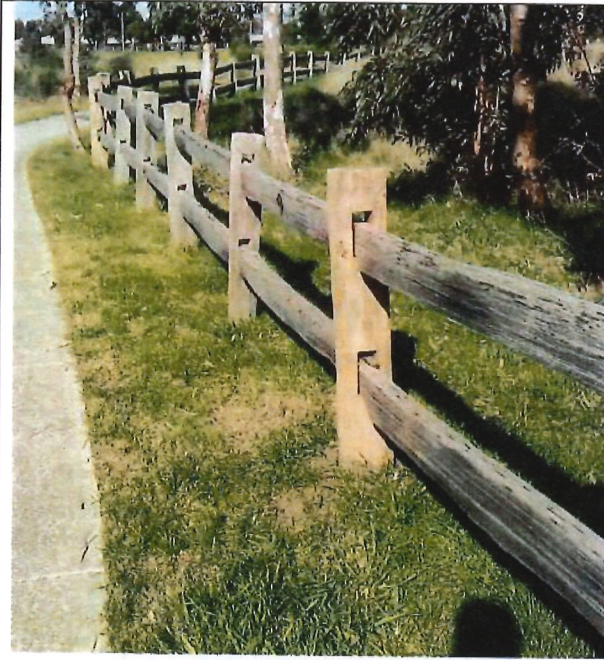
1"x6" fence boards, 2"x 4" rails, 4"x 4" posts

Treated posts, cemented into ground

150 to 180 cm in height

Posts at 2 metre spacing

B



Rail Fencing along 10<sup>th</sup> fairway

Cedar material for fence boards

2"x6" fence boards, 6"x 6" posts

Treated posts cemented into ground

100 cm in height

Posts at 2 metre spacing