



No.: DP1901

Development Permit

City of Grand Forks ("the "City")

ISSUED TO:

1189000 BC Ltd BC1189000
PO Box 184
Westbridge, BC, V0H 2B0

(the "Permittee")

Development

This Development Permit authorizes the development of a Dentist office at 1899 68th Avenue in Grand Forks, BC.

General

1. This Development Permit is issued subject to compliance by the Permittee with all bylaws, orders, regulations or agreements except as specifically varied or supplemented by this Development Permit.
2. This Development Permit applies to that real property including land with or without improvements located within the City of Grand Forks, with the legal description and civic address as follows:

Parcel Identifier: 008-237-832
Lot 2, District Lot 380, SDYD, Plan KAP38528
1899 68th Avenue, Grand Forks, BC

3. This permit is not transferrable unless specifically permitted by the City. The authorization to transfer the permit shall, if deemed acceptable, be granted by Council resolution.
4. This Development Permit shall lapse if the Permittee does not substantially start any construction with respect to which this development permit is issued, within two (2) years after the date this development permit is issued.

Terms and Conditions

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5. The Permittee shall develop the exterior of the property as shown generally on the attached site plan as Schedule A and Landscape Plan as Schedule B. Securities in the form acceptable to the City for the provision of landscaping may be required prior to the issuance of a Building Permit.
6. The Permittee shall follow the “form and character” design in the development of the exterior of the buildings/structures on the site – as generally shown in drawings attached as Schedule C. Any minor changes or substitutions will be subject to approval by the Manager of Engineering and Development Services.
7. The issuance of the Development Permit and/or a Building Permit may be subject to completion of a Works and Services Agreement:
 - a. Executed between the Permittee and the City of Grand Forks;
 - b. Prepared at the cost of the Permittee and submitted to the City for review and acceptance;
 - c. Contents of this agreement shall ensure the implementation of Engineering designs and reports completed by Professional Engineers at the Permittee’s expense, subject to the City’s review and acceptance;
 - d. Requirements identified may include (but not be limited to) water services, sanitary sewer services, drainage and storm water requirements, street lighting, fire hydrants, frontage upgrade (sidewalk, curb and gutter), landscaping and other requirements as per the Grand Forks Subdivision, Development and Servicing Bylaw.
8. Sustainable Development elements to be included as part of the development include:
 - a. Drought resistant (xeriscape) landscaping;
 - b. Water conservation measures;
9. The Permittee shall prepare and follow a construction work plan to the satisfaction of the City of Grand Forks. This shall include:
 - a. Provision for a pre-construction meeting with City staff and a communications protocol;
 - b. Hours of construction (compliance with Grand Forks Noise Bylaw);
 - c. Parking of equipment;
 - d. Parking of employee/worker vehicles;
 - e. Dust control;
 - f. Delivery vehicle routes;
 - g. Flagging requirements; and,
 - h. Other requirements deemed necessary by the City of Grand Forks.
10. A monitoring and inspections schedule for work being undertaken and to be completed is required:

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- a. For matters pertaining to the Works and Services Agreement - these are to be included in the said agreement;
 - b. For matters involving the Landscape Plan and exterior site development, these shall be as follows:
 - i. Substantial completion - the amount of Securities (Item #13) may be reduced by the amount agreed upon by the City of Grand Forks and the Permittee's Landscape Architect or reputable site designer;
 - ii. Final completion - relinquishing all obligations of the Securities as agreed upon by the City of Grand Forks and the Permittee's Landscape Architect or reputable site designer; and,
 - iii. Holdback release - final release of 10% Securities holdback subject to inspection of landscaping works one year from final completion.
11. Development Cost Charges (DCC's) under the City of Grand Forks Bylaw No. 1425 shall be paid to the City of Grand Forks; due no later than at the Building Permit approval stage.
12. The development of the site will require a Building Permit to be issued pursuant to the BC Building Code and the City's Building Bylaw.
13. As a condition of the issuance of this Permit, Council is holding the security set out below to ensure that development is carried out in accordance with the terms and conditions of this Permit. Should any interest be earned upon the security, it shall accrue to the Permittee and be paid to the Permittee if the security is returned. The condition of the posting of the security is that should the Permittee fail to carry out the development hereby authorized, according to the terms and conditions of this Permit, within the time provided, the City may use the security to carry out the work by its servants, agents or contractors and any surplus shall be paid over to the Permittee, or should the Permittee carry out the development permitted by this Permit within the time set out above, the security shall be returned to the Permittee.
- The security shall be in the form of a letter of credit, bond or certified cheque;
 - The amount of the security will be based on the estimated full costs of the landscaping and exterior site development; and,
 - Said costs are to be estimated and submitted to the City for approval by a Landscape Architect or reputable site designer or contractor.
14. The land described herein shall be developed strictly in accordance with the terms and conditions and provisions of this Development Permit, the Works and Services Agreement (if required) and any plans and specifications attached to the Permit which shall form a part hereof.
15. This Permit is not a Building Permit.

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16. Upon enacting the requirements of this permit, the Permittee hereby covenants and agrees to save harmless and effectually indemnify the City against:

- a. All actions and proceedings, costs, damages, expenses, claims and demands whatsoever brought, due to the City granting the said permit;
- b. All costs, expenses, claims that may be incurred by the City, if the construction of engineering or other types of works as called for by the Permit results in damage to any property owned in whole or in part by the City or which the City by duty or custom is obligated directly or indirectly in any way or in any degree, to construct, repair, or maintain; and,
- c. The Permittee further covenants and agrees that when granted this Development Permit, the City may withhold granting any Occupancy Permit for the occupancy and/or use of any building or part thereof constructed upon the hereinbefore referred to land until all of the engineering works called for by the Permit and Works and Services Agreement have been completed to the satisfaction of the City's Engineer and the Manager of Development and Engineering Services.

17. Should there be any changes in ownership or legal description of the property, the Permittee shall undertake to notify the Manager of Development Services immediately.

AUTHORIZING RESOLUTION PASSED BY THE COUNCIL FOR THE CORPORATION OF THE CITY OF GRAND FORKS AT A REGULAR MEETING HELD THE 14th day of Jan, 2019.

Daniel Drexler, Corporate Officer
City of Grand Forks, BC

Development Permit ISSUED this _____ day of _____, 2019.

Dolores Sheets, Approving Officer
City of Grand Forks, BC