



### Technical Memorandum

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**Date:** May 2, 2025  
**To:** Jonathon Campbell, MacDonald Development Corporation  
**From:** Nikita Planz, Mary Ann Olson-Russello, Ecoscape Environmental Consultants Ltd.  
**File:** 20-3272.09 | Version 1  
**Subject:** Environmental Scope Guidelines for Lakestone Phased Development Agreement.

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#### 1.0 INTRODUCTION

Ecoscape Environmental Consultants Ltd. (Ecoscape) has been retained by MacDonald Development Corporation to provide environmental scope guidelines for the Lakestone Development (study area) as part of a Phased Development Agreement (PDA) with the District of Lake Country (DLC). The purpose of this document is to provide a list of requirements for each development phase at Lakestone over next 15 - 20 years of construction.

In 2021, the Environmental Assessment and Mitigation Plan for the Lakestone Master Plan was developed. This report provided insight into the long-term planning for Lakestone, including proposed works across 14 phases, of which 6 are completed or under construction. Terrestrial Ecosystem Mapping (TEM), Environmentally Sensitive Areas (ESAs), waterbodies, and limited surveys for Species at Risk were undertaken (**Figure 1**). Mitigation measures and restoration recommendations were also provided.

A large-scale biophysical inventory and assessment was completed in the Master Plan, this information can be used going forward to simplify the environmental deliverables for each phase. However, an Environmental Impact Assessment (EA), although streamlined, must be carried out for each individual phase to identify areas of concern, changing conditions, and meet regulator requirements. The EA will be made up of an assessment and impact statement, as well as include mitigation measures and a restoration plan.

Additionally, if sustainable environment practises are integrated during the design phase, the reporting requirements can be further reduced. Sustainable practices include, as identified within the DLC's Official Community Plan:

- Protect identified upland and foreshore environmentally-sensitive areas and habitats through the preservation of ground water and habitat by avoiding clear cutting of trees,
- ensuring development does not disrupt corridors between natural areas,

- integrate natural features into development, and
- maintain sensitive ecosystems.

It is important to note that the 2023 wildfire took place after the Environmental Assessment for the Master Plan, and therefore site conditions in the study area may have changed.

## 2.0 SIMPLIFIED ENVIRONMENTAL ASSESSMENT

A full biophysical inventory is not required for each phase as ecosystem mapping and ESA determination has already been completed. Instead, the following field components must be completed within 12 months prior to DLC permit approval:

- Targeted, seasonally appropriate surveys of wildlife features within the proposed disturbance footprint, including but not limited to,
  - snake hibernacula;
  - snags, wildlife trees, or potential nesting areas;
  - amphibian surveys;
  - badger dens or digs, and;
  - bat roosts.
- Survey or data gathering, as needed, to ensure due diligence of the QEP, Macdonald Corporation, and the DLC is met.

The simplified EA must:

- Define the subject property or study area.
- Include a description and engineered designs of the proposed works, including all disturbance, utilities, connections to offsite infrastructure, and cut and fill slopes.
- Provide a summary of the potential species at risk or critical habitat within 1 km of the subject property, emphasizing changes or new occurrences from the Master Plan.
- Description of ecosystems (i.e. TEM from Master Plan) and important features within the phase (i.e. snake hibernaculum or water courses); and,
- Any wildlife or other notable features observed during the targeted surveys.
- A figure(s) that overlays the proposed works with the subject property and ESAs.

- Include an impact statement discussing the short and long term impacts of the development, considering wildlife connectivity and cumulative effects.
  - If critical habitat loss is to occur, it must be clearly stated, and a rationale for why it cannot be avoided must be provided.
- Mitigation measures not already presented in the Master Plan, and;
- A Restoration Plan, that includes performance and securities.
- Outline Environmental Monitoring requirements.
- Include an Executive Summary, that clearly speaks to if the project meets the DLCs environmental objectives outlined within relevant bylaws and Official Community Plan.

Note: other reports, applications, and surveys may be required under other regulatory bodies, like the Ministry of Water, Lands, Resources and Stewardship or the Department of Fisheries and Oceans.

### 3.0 CLOSURE

We trust that this memo satisfies the present requirements. Should you have any questions or comments, please contact the undersigned at your convenience.

Respectfully Submitted,

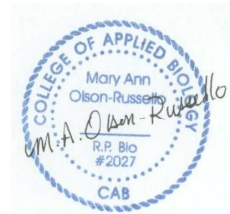
Ecoscape Environmental Consultants Ltd.

Written by:



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Reviewed by:



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Senior Natural Resources Biologist  
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#### 4.0 LIMITATIONS

This report has been prepared by Ecoscape and is intended for the sole and exclusive use of MacDonald Development Corporation, for the purposes set out in this report. Ecoscape has prepared this report with the understanding that all available information on the past, present, and proposed conditions of the subject property have been disclosed. Ecoscape has relied upon personal communications with MacDonald Development Corporation and other information sources to corroborate the documents and other records available for the subject property. MacDonald Development Corporation has also acknowledged that in order for Ecoscape to properly provide the professional service, Ecoscape is relying upon full disclosure and accuracy of this information.

Any use of this report by a third party, or any reliance on or decisions to be made based on it, are the responsibility of such third parties. Ecoscape accepts no responsibility for damages, if any, suffered by any third party as a result of actions or decisions made based on this report.

**APPENDIX A: General Terms and Conditions**





### **General Conditions**

This report applies and is subject to these “General Conditions”.

### **Use of Report**

This report concerns a specific site and a specific scope of work and is therefore not applicable to any other sites or any other developments not referred to in the report. Any deviation from the specific site or scope of work would require a supplementary investigation and assessment.

Conclusions and recommendations contained in this report are solely intended for the use of Ecoscape’s client. Ecoscape bears no responsibility for the accuracy of information, the analysis of data or recommendations contained or referenced in this report when the report is utilized by or relied upon by any party other than Ecoscape’s client unless otherwise authorized in writing by Ecoscape. Any unauthorized application of this report is at the discretion and sole risk of its user.

This report is subject to copyright, and therefore shall not be reproduced in part or in whole without prior written consent by Ecoscape. Additional copies of this report may be available upon request, if required, and will be supplied after receipt of payment for expenses associated with report production.

### **Limitations of Report**

This report was derived solely from the conditions that were present on site during Ecoscape’s investigation. The client, and any other parties making use of this report with the express written consent of Ecoscape and the client, are aware that conditions affecting the environmental condition of the site can vary both temporally and spatially, and that the conclusions and recommendations included in this report are temporally sensitive.

The client, and any other parties making use of this report with the express written consent of Ecoscape and the client, are also aware that conclusions and recommendations included within this report emanate from limited observations and information, and that both on-site and off-site conditions may vary, which in turn could affect the conclusions and recommendations that were made.

The client is aware that Ecoscape is not qualified to, nor is it making any recommendations in terms of purchase, sale, investment, or development of the subject property, as such decisions are the sole responsibility of the client.

### **Information Provided to Ecoscape by Others**

During the extent of the preparation and work carried out in this report, Ecoscape may have relied upon information provided by parties other than the client. While Ecoscape strives to validate the accuracy of such information when instructed to do so by the client, Ecoscape accepts no responsibility for the validity of such information which may affect the report.

### **Limitation of Liability**

The client acknowledges that property containing hazardous wastes and contaminants poses a high risk of claims brought by third parties stemming from the presence of those materials. Accounting for these risks, and in consideration of Ecoscape providing the requested services, the client agrees that Ecoscape’s liability to the client, with respect to any issues relating to hazardous wastes or contaminants located on the subject property, shall be limited to the following:

With respect to any claims brought against Ecoscape by the client arising out of the provision or failure to provide services hereunder shall be limited to the amount of fees paid by the client to Ecoscape under this Agreement, whether the action is based on breach of contract or tort;

With respect to claims brought by third parties arising out of the presence of contaminants or hazardous wastes on the subject property, the client agrees to indemnify, defend and hold harmless Ecoscape from and against any and all claim or claims, action or actions, demands, damages, penalties, fines, losses, costs and expenses of every nature and kind whatsoever, including solicitor-client costs, arising or alleged to arise either in whole or part out of services provided by Ecoscape, whether the claim be brought against Ecoscape for breach of contract or tort.

### **Disclosure of Information by Client**

The client agrees to fully cooperate with Ecoscape with respect to the provision of all available information on the past, current, or proposed conditions on the site, including historical information respecting the use of the site. The client acknowledges that in order for Ecoscape to properly provide the service, Ecoscape is relying on full disclosure and accuracy of any such information. Ecoscape does not accept any responsibility for conclusions drawn from erroneous, invalid, or inaccurate data provided to us by another party and used in the preparation of this report.



*Naturally, A Higher Standard*

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### **Standard of Care**

Services performed by Ecoscape for this report have been completed in a manner consistent with the level of skill ordinarily exercised by members of the profession currently practicing under similar conditions in the jurisdiction in which the services are provided. Professional judgement has been applied in developing the conclusions and/or recommendations made in this report. No warranty or guarantee, express or implied, is made concerning the results, comments, recommendations, or any other portion of this report.

### **Notification of Authorities**

The client acknowledges that in certain instances the discovery of hazardous materials, contaminants or conditions and materials may require that regulatory agencies and other parties be informed and the client agrees that notification to such parties or persons as required may be done by Ecoscape in its reasonably exercised discretion. Further, Ecoscape reserves the right to notify Provincial agencies when rare or endangered flora or fauna are observed, whether the species classifications are identified as such at the local, Provincial, or Federal levels of government.

### **Ownership of Instruments of Professional Service**

The client acknowledges that all reports, plans, and data generated by Ecoscape during the performance of the work and other documents prepared by Ecoscape are considered its professional work product and shall remain the copyright property of Ecoscape.

### **Alternate Report Format**

Where Ecoscape submits both an electronic file and hard copy versions of reports, drawings and other project-related documents and deliverables (collectively termed Ecoscape's instruments of professional service), the client agrees that only the signed and sealed hard copy versions shall be considered final and legally binding. The hard copy versions submitted by Ecoscape shall be the original documents for record and working purposes, and, in the event of a dispute or discrepancies, the hard copy versions shall govern over the electronic versions. Furthermore, the client agrees and waives all future right to dispute that the original hard copy signed version archived by Ecoscape shall be deemed to be the overall original for the Project.

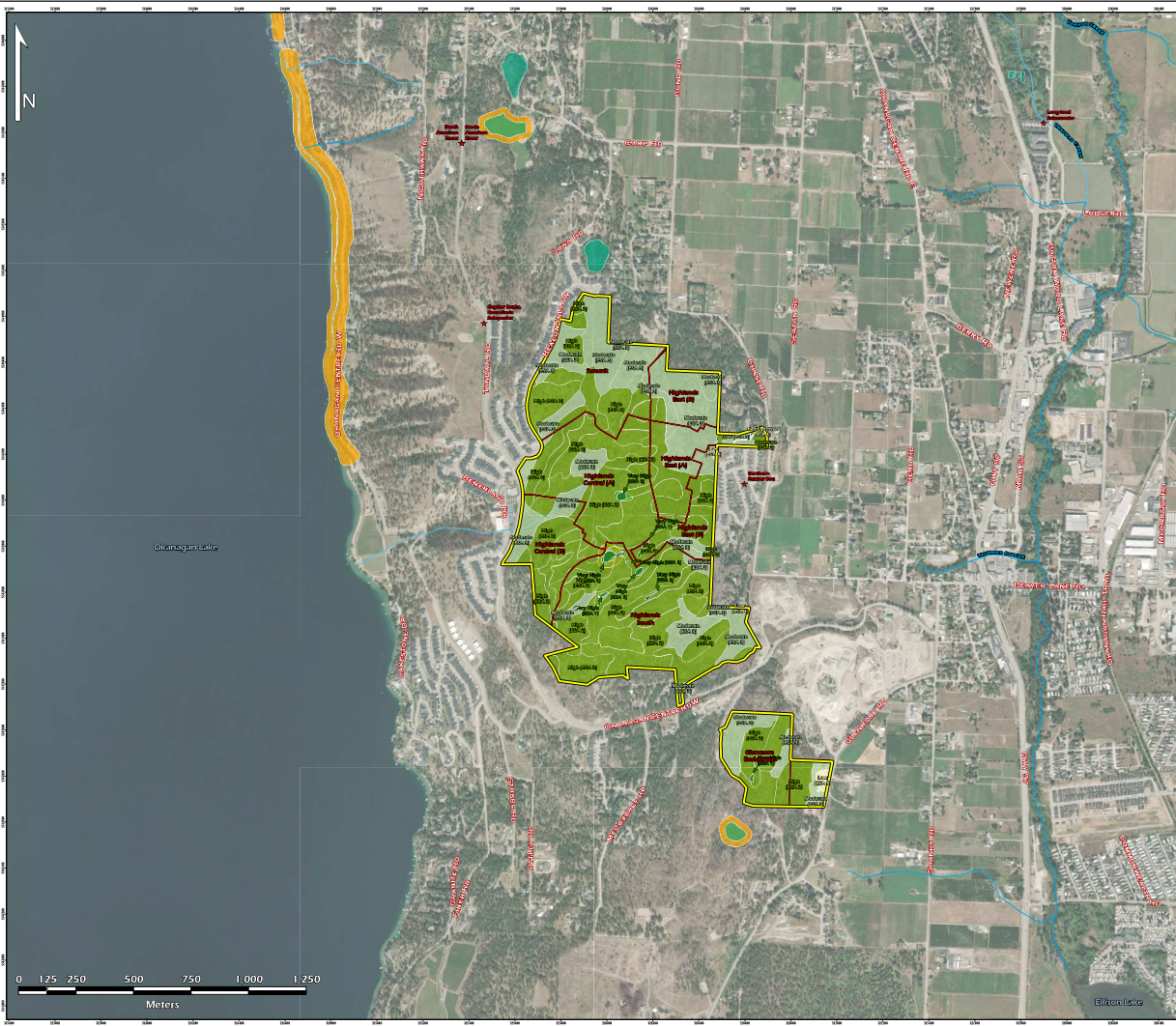
The client agrees that both electronic file and hard copy versions of Ecoscape's instruments of professional service shall not, under any circumstances, no matter who owns or uses them, be altered by any party other than Ecoscape. The client warrants that Ecoscape's instruments of professional service will be used only and exactly as submitted by Ecoscape.

The client recognizes and agrees that electronic files submitted by Ecoscape have been prepared and submitted using specific software and hardware systems. Ecoscape makes no representation about the compatibility of these files with the client's current or future software and hardware systems.



**APPENDIX B: Figure**





**FIGURE 1**  
**Site Location, Wetland Information, Species at Risk Occurrences & ESA**

Project: Environmental Assessment  
 Location: District of Lake Country  
 Project No.: 20-3272.09  
 Prepared for: Ecoscape Environmental Consultants Ltd.  
 Prepared by: Vivien Nagy, GIS Technician  
 Coordinate System: NAD83-UTM Zone 11  
 Imagery: ESRI World Imagery 2023  
 Field Visit: N/A  
 Map Date: May 2, 2025

**LEGEND**

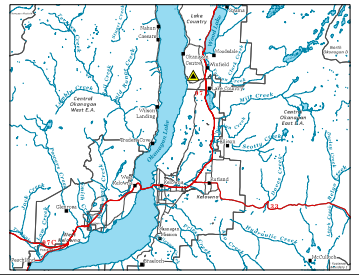
- ▲ Wildlife Species Inventory (Survey)
- ★ Wildlife Species Inventory (Incidental)
- Streams and rivers
- ▭ Phasing Plan
- ▭ Wetland and Riparian Communities
- ▭ Okanagan Critical Habitat (Species at Risk)
- ▭ BC Conservation Data Center (CDC) Polygons\*
- ▭ Study Area
- ▭ Cadastre

**Environmental Sensitivity Rating**

- Very High (ESA 1)
- High (ESA 2)
- Moderate (ESA 3)
- Low (ESA 4)

\*A large Okanagan Critical Habitat polygon covers the entire map and subject property area representing the following wildlife species but is not shown on this figure:  
 - American Badger (*Taxidea taxus jeffersonii*)  
 - Western Rattlesnake (*Crotalus oreganus*)  
 Large Conservation Data Centre (CDC) polygons include:  
 - American Badger (*Taxidea taxus*)

**Regional Location of Subject Property**



**DISCLAIMER**  
 The data displayed is for conceptual purposes only and should not be interpreted as a legal survey or for legal purposes. If discrepancies are found between the data portrayed in this report and that of a legal survey, the legal survey will supersede any data presented herein.

