## Board of Variance AGENDA

## -BOARD OF VARIANCE-

Agenda for the Board of Variance Meeting of the Village of Pemberton to be held Wednesday, February 26, 2020 at 5:00 PM at 7400 Prospect Street.

## Page

1. CALL TO ORDER
2. MINUTES

Minutes of the May 2, 2019 meeting 2
Minutes of the June 18, 2019 meeting 5
3. 1358 Greenwood Street - Lot 1, DL 8097, Plan 348267

Report to Board of Variance:
To reduce the minimum required front setback from 6 m to 5 m to facilitate the siting of a semi-detached garage.
4. 1311 Eagle Drive - Lot 2, DL 202, Plan EPP64969 19

Report to BoV:
To reduce the minimum required front setback from 6 m to 5 m to facilitate the siting of a detached dwelling.

## 5. NEXT MEETING

6. ADJOURNMENT

## BoV MINUTES

## BOARD OF VARIANCE MINUTES

Minutes for the Board of Variance of the Village of Pemberton May 2, 2019 at 5:00pm at 7400 Prospect Street, Pemberton, B.C.

IN ATTENDANCE:

REGRETS:
STAFF IN ATTENDENCE:

APPLICANT/PUBLIC:

Niki Vankerk
Drew Meredith

## Al LeBlanc

Lisa Pedrini, Senior Planner
Faruq Patel, Chief Building Inspector
Gwendolyn Kennedy, Building \& Planning Clerk
Andrew Lambrecht, Applicant
Ryan Gold, Applicant

## 1) CALL TO ORDER

At $4: 58$ p.m. the meeting was called to order.
2) MINUTES

Moved/Seconded
THAT the minutes of the Board of Variance meeting held April 10, 2019 be approved as circulated.

## CARRIED

3) 1314 Eagle Drive (Lot 11, Benchlands - Phase 1C)

Variance Request: to reduce the minimum required front setback from 6 meters to 5 meters (a difference of 1.0 m ) to facilitate the siting of a detached dwelling.

All properties within 100 meters of the lot were mailed details of the variance application. No responses were received.

Lisa Pedrini, Manager of Development Services provided details of the application, noting that the two applications to be presented at this meeting are similar to the application approved at the April 10, 2019 Board of Variance Meeting. Both lots are on the west side of Eagle Drive where the land slopes
steeply upward from the front of the lot to the back. The presence of bedrock increases the hardship. A relaxation in the front setback from 6 meters to 5 meters would significantly reduce the excavation needed.

Ms. Pedrini noted that the neighboring house on the north side at 1312 Eagle Drive conforms to the 5 meter front setback as it was built prior to adoption of the amendment to Zoning Bylaw No. 832, 2018 that increased the front setback in the R-1 Zone to 6 meters.

Board members examined the house plans and noted that the second storey over the garage is set back from the first, reducing the visual impact of the mass of the building when viewed from the street.

## RESOLUTION

Moved/Seconded
THAT the Board of Variance approve the request to decrease the front setback from 6.0 meters to 5.0 meters for 1314 Eagle Drive.

CARRIED

## 4) 1320 Eagle Drive (Lot 8, Benchlands, Phase 1C)

Variance Request: to reduce the minimum required front setback from 6 meters to 5 meters (a difference of 1.0 m ) to facilitate the siting of a detached dwelling.

All properties within 100 meters of the lot were mailed details of the variance application. No responses were received.

Ms. Pedrini noted that 1320 Eagle Drive is the last lot on the west side of Eagle Drive and there are no neighbours on the south side. No building permit has been received for the lot on the north side at 1318 Eagle Drive. The lot owners have been informed of this variance request.

Board members examined the house plans and observed that the master bedroom is sited at the 5 meter setback line and that there is a deck on this level.

## RESOLUTION

Moved/Seconded
THAT the Board of Variance approve the request to decrease the front setback from 6.0 meters to 5.0 meters for 1320 Eagle Drive.

CARRIED

## 5) NEW BUSINESS

There was no new business.

## 6) NEXT MEETING

Variance applications are expected to be received from the four lots located on the lower section of Eagle Drive. A meeting will be scheduled once the applications have been received.

## 7) ADJOURNMENT

Moved/Seconded
THAT the Board of Variance meeting be adjourned. CARRIED

At 5:10 p.m. the meeting was adjourned.

This is a true and correct copy of a meeting of the Board of Variance of the Village of Pemberton, held May 2, 2019.

## Chair

## BoV MINUTES

## BOARD OF VARIANCE MINUTES

Minutes for the Board of Variance of the Village of Pemberton June 18, 2019 at 5:00pm at 7400 Prospect Street, Pemberton, B.C.

BY TELEPHONE:
Drew Meredith Niki Vankerk

REGRETS:
STAFF IN ATTENDENCE:

APPLICANT/PUBLIC: 2 (Applicant)

## 1. CALL TO ORDER

At 5:15 p.m. the meeting was called to order.
2. EAGLE DRIVE 1301, 1303, 1035 AND 1307 (BENCHLANDS LOTS 18, 17, 16 \& 15)
a) 1301, 1303, 1307 Eagle Drive (LOTS 18, 17 \& 15, DL 202, PLAN KAP76833)

To reduce the minimum required front setback on each lot from 6 m to 5 m to facilitate the siting of a detached dwelling.
b) 1305 EAGLE DRIVE (LOT 16, DL 202, PLAN KAP76833)

To reduce the minimum required front setback from 6 m to 3 m to facilitate the siting of a detached dwelling.

## RESOLUTION

Moved/Seconded
THAT the Board of Variance approve the request to reduce the minimum required front setback on the lots located at 1301, 1303 and 1307 Eagle Drive from 6 m to 5 m to facilitate the siting of a detached dwelling.

AND THAT the Board of Variance approve the request to reduce the minimum required front setback on the lot located at 1305 Eagle Drive from 6 m to 3 m to facilitate the siting of a detached dwelling.

## CARRIED

## 3. ADJOURNMENT

## Moved/Seconded

THAT the Board of Variance meeting be adjourned. CARRIED

At 5:16 p.m. the meeting was adjourned.

This is a true and correct copy of a meeting of the Board of Variance of the Village of Pemberton, held May 2, 2019.

Chair

Date: $\quad$ February 26, 2020
From: Joanna Rees, Planner
Subject: 1358 Greenwood Street- Front Setback Variance Request

## Applicant: Jeff Westlake

## PURPOSE

This report provides an overview for the Board of Variance of an application submitted by Jeff Westlake, owner of the property located at 1358 Greenwood Street. The applicant is requesting a relaxation from the required minimum front lot line setback in Zoning Bylaw No. 832, 2018 from six (6) metres to five (5) metres to facilitate the siting of a semi-detached garage. The proposed site plan is shown below in Figure 1. The application is attached as Appendix A.


Figure 1: Proposed site plan

## SITE DESCRIPTION



Figure 2: Location of the subject lands indicated in red.

The subject lands, Lot 1 DL 8097 LDP 34826, are known municipally as 1358 Greenwood Street. The location of the subject lands is shown above in Figure 1. The subject land contains an existing single-detached dwelling. Adjacent lands are residential.


Figure 3: Photo of the subject lands (07/02/20)

## BACKGROUND

The subject lands are designated Residential in the Official Community Plan. The subject lands are zoned Residential 1 (R-1) as per Village of Pemberton Zoning Bylaw No. 832, 2018 and have a required front yard setback of six (6) metres.

The single detached dwelling located on the property was constructed in 2002 and was subject to Zoning Bylaw No. 466, 2001. At the time of construction, the required front yard set back was five (5) metres. The Village of Pemberton Zoning Bylaw was updated in 2018 and the minimum front yard setback was increased from five (5) metres to six (6) metres in the R-1 zone to provide additional space for parking.

## COMMUNICATIONS

A notice regarding this application has been mailed to all adjacent properties. At the time of writing this report, the Village had received no comments from any of the neighbouring property owners.

## OPTIONS

The Board of Variance in their consideration of the application for 1358 Greenwood Street to vary the front lot line setback from six (6) to five (5) m has the following options:
(i) Approve the variance;
(ii) Approve the variance with conditions; or
(iii) Reject the variance.

The decision of the majority of the membership shall be the decision of the Board. Village Staff shall, within seven (7) days of a decision, send by mail or otherwise deliver the written decision of the Board to the applicant, all persons who made representation at the hearing, and the local government Building Inspector. Village Staff shall, within seven (7) days of the decision, enter that decision in the record maintained at the local government office.

## ATTACHMENTS :

Appendix A: Application Package

## BOARD OF VARIANCE APPLICATION



VOP File Number: $\qquad$

## APPLICANT INFORMATION:



Postal Address:


Email:

```
VQN 2<0
```

REGISTERED OWNER INFORMATION:
Name: $\qquad$ Postal Address:

Phone: $\qquad$
Fax: $\qquad$
Cen: $\qquad$ Email:

## PROPERTY INFORMATION:

Civic Address:
1358 frRitenwons $5=$
PITMBSRTON BL
KOR $2 \angle 0$

Legal Description: LOT / DL 8097 LOP 34826 Zoning Designation: R-1
Section in Bylaw to be varied: BYLAW $\$ 32 \quad 2015$ PART $1 / 1.3$

DESCRIPTION OF VARIANCE REQUESTED:
ADTMSTMLNT OF FRONT SNTBARN FPO lm to $5 n$

## APPLICATION CHECKLIST:



hereby allow for the purposes of this application, any
members) of the Board of Variance to view the property of the proposed variance upon request.


TITLE SEARCH PRINT
File Reference: Jeff
Declared Value $\$ 110000$
**CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN**

| Land Title District Land Title Office | KAMLOOPS KAMLOOPS |
| :---: | :---: |
| Title Number | KR94093 |
| From Title Number | KC20588 |
| Application Received | 2001-10-09 |
| Application Entered | 2001-10-11 |
| Registered Owner in Fee Simple |  |
| Registered Owner/Mailing Address: | GABRIELLE ROSEMARY STAUBER, STORE MANAGER <br> JEFFREY JOEL WESTLAKE, MAINTENANCE SUPERVISOR <br> PEMBERTON, BC <br> VON 2LO <br> AS JOINT TENANTS |
| Taxation Authority | North Shore - Squamish Valley Assessment Area Pemberton, Village of |
| Description of Land |  |
| Parcel Identifier: | 002-925-061 |
| Legal Description: |  |
| Legal Notations | NONE |
| Charges, Liens and Interests | NONE |
| Duplicate Indefeasible Title | NONE OUTSTANDING |
| Transfers | NONE |
| Pending Applications | NONE |

I am submitting an application, requesting relaxation of the minimum front setback from 6 m to 5 m at 1358 Greenwood St. My partner and I have thoroughly examined our options to avoid applying for a variance, however, based on a recent survey and architectural renderings we feel it's necessary to do so based on the following hardships.

1. We constructed our house in 2002 pre-Benchlands Subdivision. At that time, we were not in a position to construct a garage, we did however, want to ensure that there was sufficient space for a semi-detached garage in the future, as such, we positioned the house according. At the time, the setback was 5 m from the front property line and this allowed for a garage of $18^{\prime}$ wide by $23^{\prime}$ deep with a $5^{\prime}$ space between the garage and the existing house. Roughly a year ago, zoning bylaw 832,2018 was adopted, which increased the minimum front setback from 5 m to 6 m . Had we know that the setbacks were going to change we would have moved the house further back on the lot in 2002. Moving the house back 1 m prior to construction in 2002 would have been quite easy but obviously it's not feasible at this point.
2. We have commissioned Jay Robertson Architectural to design the garage, in conjunction with an updated survey. During the design phase we were made aware of the challenges posed by the increased setback which essentially creates a conflict with the overhangs of the house and garage as seen in the architectural rendering. Marrying the two roof lines would require complicated design work and significant alterations to the front of the existing house if it could be done at.

In summary, we hope the Board will grant a variance based on the above points. I would be happy to meet onsite to review the issues if any of the Board members wish to see the location first hand. If there is any other information that would be helpful in making a decision please let me know. Thank you for your consideration in this matter.

Kind Regards,




ROBERTSON
778.321.3358
jayemrobertsonarchitecture.com

## Westlake Garage

Greenwood St.
Pemberton, BC
Garage-Existing Setback SK 02


## ROBERTSON ARCHITECTURE

778.321.3358
jayerobertsonarchitecture.com

## Westlake Garage

Greenwood St.
Pemberton, BC
Garage-Roofline Conflict SKO3


778.321.3358
jayemrobertsonarchitecture.com

Westlake Garage
Greenwood St.
Pemberton, BC
Garage-Proposed Setback SK 04


Date: $\quad$ February 26, 2020
From: Joanna Rees, Planner
Subject: 1311 Eagle Drive- Front Setback Variance Request
Applicant: Josh Lyons

## PURPOSE

This report provides an overview for the Board of Variance of an application submitted by Josh Lyons, owner of the property located at 1311 Eagle Drive. The applicant is requesting a relaxation from the required minimum front lot line setback in Zoning Bylaw No. 832, 2018 from six (6) metres to five (5) metres to facilitate the siting of a single detached residential dwelling. The application is attached as Appendix A.

## SITE DESCRIPTION

The subject lands, Lot 2 DL 202 LDP EPP64969, are known municipally as 1311 Eagle Drive. The location of the subject lands is shown below in Figure 1. The subject lands are vacant. Adjacent land uses include residential and AI Staehli public park.


Figure 1: Location of the subject lands indicated in red.

## BACKGROUND

The subject lands are designated Residential in the Official Community Plan. The subject lands are zoned Residential 1 (R-1) as per Village of Pemberton Zoning Bylaw No. 832, 2019 and have
a required front lot line setback of six (6) metres. The subject lands are currently vacant. The applicant has submitted a building permit application for a single detached residential dwelling.

While each application should be based on its individual merit, several properties on Eagle Drive have applied and been granted a reduction in front lot line setback.

The following properties were granted variances from the Board of Variance to reduce their setback from 6 m to 5 m :

- 1306 Eagle Drive (April 10, 2019)
- 1314 Eagle Drive (May 2, 2019)
- 1320 Eagle Drive (May 2, 2019)
- 1301 Eagle Drive (June 18, 2019)
- 1303 Eagle Drive (June 18, 2019)
- 1307 Eagle Drive (June 18, 2019)

The following property was granted a variance to reduce their setback from 6 m to 3 m :

- 1305 Eagle Drive (June 18, 2019)


Figure 2: Lots on Eagle Drive which received a relaxation to the front yard setback indicated in red.

## COMMUNICATIONS

A notice regarding this application has been mailed to all adjacent properties. At the time of writing this report, the Village had received no comments from any of the neighbouring property owners.

## OPTIONS

The Board of Variance in their consideration of the application for 1311 Eagle Drive to vary the front lot line setback from six (6) to five (5) m has the following options:
(i) Approve the variance;
(ii) Approve the variance with conditions; or
(iii) Reject the variance.

The decision of the majority of the membership shall be the decision of the Board. Village Staff shall, within seven (7) days of a decision, send by mail or otherwise deliver the written decision of the Board to the applicant, all persons who made representation at the hearing, and the local government Building Inspector. Village Staff shall, within seven (7) days of the decision, enter that decision in the record maintained at the local government office.

## ATTACHMENTS :

Appendix A: Application Package

## BOARD OE VARMNCE APPLICATION

Date of Application: $\qquad$ VOP File Number: $\qquad$
APPUCANT INFORMATION:


Civic Address:
$\qquad$
Legal Description: Lot 2 QL 202 EPA 4969 030-16: Zoning Designation:
Section in Bylaw to be varied: set back

## DESCRIPTION OF VARIANCE REQUESTED:

changer rivet back from 6 m to 5 m

## APPLICATION CHECKLIST:

 1. Josh lyons hereby allow for the purposes of this application, any members) of the Board of Variance to view the property of the proposed variance upon request.


## For Office Use Only

Roll No.: $\qquad$ Prospero No.: $\qquad$
Related Files: $\qquad$ Fee Submitted: $\$$ Receipt No.: $\qquad$

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## BOARD OF VARIANCE APPLICATION CHEKLIST

## Pre-Application

$\boxtimes$ Meet with the Manager of Development Services to review: bylaws, policies, regulations, and any special restrictions (Land Use Contract, development permits, restrictive covenants, etc.)
6 Review driveway access, road widening, service connection, etc. with a Certified Professional Engineer.
母 Have a clear understanding of the required variance being appealed to the Board.

## Application

Complete Board of Variance Application form (can be obtained from the Village office or online (www.pemberton.ca)
$\triangle$ Letter addressed to the Board (photos optional)
Floor plan (for existing and proposed) showing space uses and door and window locations
E Elevation plans

- Certificate of Tile (not older than 30 days) - may be obtained from the Village office for a $\$ 20.00$ fee
$\boxtimes$ Any documents registered on the title, covenants, easements, rights-of-ways, building schemes, or design guidelines
Letter of Authorization (if required)
Copy of the Strata Council's approval for the proposed structure (for strata-owned properties)
A non-refundable application fee of $\$ 250.00$, payable to the Village of Pemberton Site Plan, showing requested variance
Lot measurements, width, length and area of lot
Building envelope (based on the zoning bylaw required setbacks)
Identify adjacent roads, lanes streets, etc.
Identify all tree locations, size and species
North arrow indicator


## For All Existing Buildings <br> N|A

Detailed dimensions of exterior width and length
Area of each floor and number of floors
For All Proposed Buildings
Detailed dimensions of exterior width and length
Area of each floor and number of floors
Exterior stairs
6 Heights (showing requested variance, if height variance is requested)
Q Area of accessory buildings
W Include distance from any buildings, decks, garages, carports and sheds to all lot lines

## Lot Coverage (in percentages)

| W | Lot coverage allowed |
| :--- | :--- |
| Lot coverage required for existing structure |  |
| Lot coverage required for proposed structure |  |

Board of Variance
Village of Pemberton
Box 100, 7400 Prospect Street
Pemberton, B.C

February 6, 2020

To the Board of Variance,

On behalf of my client Josh Lyons, the owner of Lot 2 at the Benchlands, we are seeking a variance to reduce the front yard setback for this property from 6 m to 5 m .

Lot 2 is situated on a corner and thus has a triangular configuration with the rear of the lot being significantly narrower than the front of the lot. The proposed house is placed as far north to the site as possible within the triangular configuration in order to provide maximum southern exposure as well as to maximize privacy and distance to Lot 3 , which is immediately to the south. The parcel of land to the north is unoccupied and contains a footpath. The reduction of the front yard setback to 5 m helps to more comfortably situate the building according to the above principle and within the triangular shape of the lot.

As the proposal has a garage entered from the side, the required parking is easily and comfortably achieved within the proposed setback.

Kind regards,

Allie Shiell (on behalf of Josh Lyons)

TITLE SEARCH PRINT
2020-02-10, 09:41:26
File Reference: BP 1925
Requestor: Gwendolyn Kennedy
Declared Value $\$ 289900$
**CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN**

Land Title District
Land Title Office

Title Number
From Title Number

Application Received

Application Entered

Registered Owner in Fee Simple
Registered Owner/Mailing Address:

KAMLOOPS
KAMLOOPS

CA6773220
CA5931839

2018-05-01

2018-05-03

SAMANTHA ANGELA LYONS, REGISTERED NURSE JOSHUA JUSTINE_LYONS, CARPENTER

AS JOINT TENANTS

North Shore - Squamish Valley Assessment Area Pemberton, Village of

## Description of Land

Parcel Identifier:
030-163-528
Legal Description:
LOT 2 DISTRICT LOT 202 LILLOOET DISTRICT PLAN EPP64969

## Legal Notations

## Charges, Liens and Interests

Nature:
Registration Number:
Registration Date and Time:
Registered Owner:
Remarks:

NONE

UNDERSURFACE RIGHTS
KV141323
2003-11-14 14:38
THE CROWN IN RIGHT OF BRITISH COLUMBIA
INTER ALIA
SEE KV141322 SEC 50 LAND ACT
PART FORMERLY BLOCK E DL 202, 2705, 8556, 8680 LD
EXCEPT KAP76833 AND KAP88526

File Reference: BP 1925
Declared Value $\$ \mathbf{2 8 9 9 0 0}$

Nature:
Registration Number:
Registration Date and Time:
Registered Owner:
Remarks:

Nature:
Registration Number:
Registration Date and Time:
Registered Owner:
Remarks:

Nature:
Registration Number:
Registration Date and Time:
Remarks:

Nature:
Registration Number:
Registration Date and Time:
Registered Owner:
Remarks:

Nature:
Registration Number:
Registration Date and Time:
Registered Owner:
Remarks:

Duplicate Indefeasible Title

Transfers

Pending Applications

UNDERSURFACE RIGHTS
KV141326
2003-11-14 14:38
THE CROWN IN RIGHT OF BRITISH COLUMBIA
INTER ALIA
SEE KV141324 SEC 50 LAND ACT

COVENANT
KV141327
2003-11-14 14:38
THE CROWN IN RIGHT OF BRITISH COLUMBIA INTER ALIA

STATUTORY BUILDING SCHEME
KV141328
2003-11-14 14:38
INTER ALIA

STATUTORY RIGHT OF WAY
LA173939
2006-12-19 09:55
BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
INTER ALIA

STATUTORY RIGHT OF WAY
LA173940
2006-12-19 09:55
TELUS COMMUNICATIONS INC. INCORPORATION NO. A55547
INTER ALIA

NONE OUTSTANDING

NONE

NONE

## 3) 1

LAND TITLE ACT

- FORM C
[Section 233]
Province of
- British Columbia

GENERAL INSTRUMENT' - PART 1

## kV141327


I.WL inl …

KAMLC; .•
(This area for D.and Title Office use)
PAGE 1 OF 12 J'ages

1. A1PPLICATION: (Name, address, phone munter and slgnalure of applicant, applicanl's solicilor or agent)

FRASER MILNER CASGRAIN LIJ
Barristers \& Solicitors
1500-1040 West Georgia Street
Vancouver, British Columbia VGE 4118
Telephone (604) 687-4460
signature of appricant, applichnt's solicitor or agent
 Janclic L. Dwper
2. (a) $\underset{(P A R)}{\text { PARCL }}$ IDIENTIFIER (S) ANI) LEEGAI, DISCRIPTION(S) OF I.AND:*

NPA 131,OCKK E, IISTRICT 1.OTS 202. 2705, 8556 and 8680, LILLOOET DISTRICT

NPA 131.OCK F, IISTRICT LOTS 202, 8556 and 8680, LILLOOET DISTRICT
NPA Bl.OCK G, IDISTRICT L.OT 202, 1JLLLOOET IISTRICT
3. NATURE OF INTEREST:*
DESCRIPTION

SECTION 219 COVENANT

IOCVIMENT RIPIERENCS: (page and paragraph)

Hntire locument

PRERSON ENTITLEI (OO INTEREST

TRANSFEREE
$0103 / 11 / 14$ 14:44:29 01 KL 685407
(4.) TERMS: Part 2 of this instrument consists of (select one only)
(a) Filed Standard Charge Terms
(b) Express Charge Terms
(c) Release
D.1'. No. Annexed as Part 2 There is no Part 2 of this instrument

A selection of (a) includes any additional or modified terms referred to in item 7 or in a schedule annexed to the instruncent. If (c) is selected, the charge described in item 3 is released or discharged as a charge on the land described in item 2.
5. TRANSFEROR(S):*

PEMBERTON BENCHIIANISS HOUSING CORI'. (Inc. \#OG68014)
6. TRANSFEREE(S): [Including occupation(s), postal address(es) and postal code(s)]*

HER MAJESTY THE QUEEN IN RIGHT OF THE PKOVINCE OF HRITISII COLUMBIA as represented by the Minister of Sustainable Resource Management, Parliament Buildings, Victoria, British Columbia, V8V 1X4

## 7. ADDITIONAL OR MODIFIED TERMS: *

NONE
8. EXECUTION(S):** This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terns, If any.


OFFICER CERTIFICATION:
Your slenature constitutes a representation that you are solicitor, notary public or other person authorized by the Evidense Act. R.S.B.C. 1996, c. 124, to take affidavis for use in British
Cohumbia and cerifies the matters set out in Par $S$ of the land Tilk. Ass as they pertain to the execulion of this tastrument

- If space insufficient, enter "SEE SCHEDULE" and attoch schedue in Forn E .

If space insufficien, continue execulions on additional page(s) in Fornn D)

## TERMS OF INSTRUMENT - PART II

## COVENANT FOR SUBIIVISION CONDITIONS (SECTION 219 LAND TITLE ACT)

THIS AGREEMENT made the 14th day of November, 2003

## BETWEEN:

PEMBERTON BIENCIILANISS IIOUSING CORP. (Inc. \#0668014) having an office at Suite \#1 - 1443 Vine Road, Pemberton, British Columbia VON 2LI
(hereinafter called the "Covenantor")
OF 'IHE FIRST' PART'
AND:
HER MAJESTY THE OUEEN IN THE RIGHT OF THE PROVINCE OF BRITISII COI,UMIBIA, as represented by the Minister of Sustainable Resource Management, Parliament Buildings, Victoria, Brilish Columbia, V8V IX4
(hereinafter called the "Covenantec")
OF THE SECOND PAR'I

## WHEREAS:

A.

The Covenantor is the registered owner of ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Village of Pemberton, in the Province of British Columbia, and more paricularly known and described as follows:

PID: NPA
Block E, District lots 202, 2705, 8556 and 8680, Lillooct District
("Block "E")
PJD: NPA
Block F, District Lots 202, 8556 and 8680, Lillooct District
("Block F")
PID: NPA
Block G, District Lot 202, Lillooct District
("Block G")
(Block E, Block J and Block G are collectively hereinafter called the "Lands").
B. $\quad$ Section 219 of the Iand Title Act provides, inter alia, that there may be registered as a charge against the title to land a covenant, whether of a negative or positive nature, in respect of the use of the land or the use of a building or to be erected on land, in favour of a Municipality or the Crown.
C. A covenant registrable under Section 219 of the Land Title Act may include provisions that land is not to be subdivided unless in accordance with the covenant.
D. The Covenantor has agreed to buy and the Covenantec has agreed to sell the Lands pursuant to an Offer to Purchase exccuted by the Covenantec on March 20, 2003, as amended March 31, 2003 (the "Offer to Purchase"). As a condition of the Covenantee completing the sale of the Lands to the Covenantor, the Covenantor has agreed to enter into this Covenant with the Covenantec.

NOW THERESFORE THIS AGRELEMENT WITNESSETII that pursuant to Section 219 of the Land Title Act, and in consideration of the sum of One Dollar (\$1.00) now paid to the Covenantor by the Covenantee (the reccipt and sufficiency whereof is hereby acknowledged), the parties hereto hereby covenant and agree each with the other as follows:

## 1. TIIE COVENANTOR COVENANTS ANID AGREIES with the Covenantce that:

(a) any subdivision of the Lands shall be substantially in accordance with the "Phase 1 Proposed Subdivision Plan" prepared by R.F. Binnie \& Associates Ltd. for Pemberton Benchlands Housing Corporation and numbered drawing no. 03-097-LL1, dated August 13, 2003, a reduced copy of which is attached as Schedule " $A$ " hercto, the Tentative Approval to such subdivision granted by the Village of lemberton dated Ficbruary 25, 2003, as may be amended by the Village of Pemberton, or in such other manner as may be approved by the Covenantec;
(b) any subdivision or development of the Lands shall be conducted in compliance with guidelines set out in this Covenant including without limitation those set out as Schedule " B " hereto;
(c) the Covenantor shall transfer to the Village of Pemberton for nominal consideration the Community Reserve (as defined in and in accordance with the Offer to Purchase) bcing that portion of the Lands containing 1.37 ha (more or less) as shown on Schedule " C " hereto, as may be amended and approved by the Village of Pemberton, concurrently with any subdivision of the Lands, subject only to the Permitted Encumbrances as set out in Schedule "D" hereto (and more specifically, not subject to this Covenant and any other statutory building scheme which may be registered against the Lands);
(d) no lot into which the Lands are subdivided may be further subdivided; and
(c) This Covenant is in addition to and not in substitution for the requirements for any subdivision of the Lands to be approved by the Village of Pemberton or its approving officer.
2. IT IS MUTUALLY UNDIERSTOOI ANI AGREIED by and between the parties here that:
(a) nothing contained or implicd herein shall prejudice or affect the rights and powers of the Covenantec in the exercise of its functions under any public and private statutes, by-laws, orders and regulations, all of which may be fully and effectively exercised in relation to the lands as if this Agreement had not been executed and delivered by the Covenantor;
(b) the covenants set forth herein shall charge the lands pursuant to Section 219 of the Iand 7itle Act and shall be covenants the burden of which shall run with the Lands. It is further expressly agreed that the benefit of all covenants made by the Covenantor herein shall accrue solely to the Covenantec and that this Agreement may only be modified or discharged by agrecment of the Covenantee, pursuant to the provisions of Section 219 of the Iand Tille Act;
(c) notwithstanding anything contained herein, the Covenantor shall not be liable under any of the covenants and agreements contained herein where such liability arises by reason of an act or omission occurring after the Covenantor ceases to have any further interest in the Lands;
(d) wherever the singular or masculine is used hercin, the same shall be construcd as meaning the plural, feminine or body corporate or politic where the context or the parties so require;
(e) the Covenantor and its successors and assigus shall at all times indemnify and save harmless the Covenantee from and against all claims, demands, actions, suits, loss, costs, fincs, penalties, charges, damages, and expenses including legal fees and litigation expenses whatsocver which the Covenantee may incur, suffer or be put to arising out of or in connection with any breach of any covenant or agreement on the part of the Covenantor contained in this Agreement;
(f) the covenants and agreements on the part of this Covenantor and herein provided for have been made by the Covenantor as contractual obligations as well as having been made pursuant to Section 219 of the Lemd Title Act and as such will be binding on the Covenantor;
(g) nothing hercin provided for shall be deemed to constitute waivers of any lawful requirements with which the Covenantor would otherwise be obligated to comply with;
(h) if any provision provided for in this Agreement is for any reason held to be invalid, illegal, or uncnforceable in any respect, such invalidity, illegality, or
unenforceability will not affect any other provisions of this Agreement which shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein and such other provisions shall be enforceable to the fullest extend permitted by law;
(i) this Agreement shall endure to the benefit of and be binding upon the parties hereto, their respective successors and assigns; and
(j) the patties hereto shall do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agrecment.

IN WITNLSS WHLEREOF the Covenantor has executed this Agrecment as set out in Part I of this instrument.


## SCHEDUII, " B "

## SUBIDIVISION GUIDELINIES

## PEMBERTON BENCHLANIDS PHASE 1

## Vision

The development of the Lands should result in a residential development on a mountain that strives to be in harmony with its natural environment by preserving, within reason, the existing character of the building sites, by visually and physically adapting each building to its site.

## Purpose of Guidelines

The purpose of these guidelines is to achieve the highest quality of design and development for the enjoyment of the residents of the Lands, and to ensure that the marketing and the value of subsequent phases of the Covenantec's development of nearby Crown lands are not impaired. These guidelines are meant to help the Covenantor achicve a high standard of design within budget.

## Subdivision Construction and Development Guidelines for the Developer

These guidelines focus on land development, site servicing, and road construction activities on the Lands and under the Covenantor's control.

## General Requirements

1. The development of the Lands should follow the best practices embraced by professional development engincers, urban designers, architects, landscape architects, and environmental biologists.
2. The subdivision and development of the lands is under the development control of the Village of Pemberton. Subdivision, development, and building approvals are at the discretion of the Village of Pemberton. However, prior to applying for subdivision and development approval the Covenantor must obtain the approval of the Covenantee to any substantive revisions to the Tentative Approval to the subdivision of the lands granted by the Village of Pemberton dated February 25, 2003. This approval will not be withheld or delayed unnecessarily. The contact person for the Covenantec will be the Project Manager of Land and Water British Columbia lnc. (the "Project Manager").
3. Copies of subdivision plans and enginecring drawings submitted for approval to the Village of Pemberton, development agreements, and development schedutes shall be delivered to the Project Manager for the Covenantec's record, as master planner of the Pemberton Benchlands development.

Specific Rules Applicable to the Lands
The Covenantor must ensure that:

1. Debris and trash is to removed from the I ands. Lxeavation materials is removed from the Lands. No dumping, stockpiling, or burning occurs on adjacent Crown land. No dumping down slope occurs on the lands.
2. Care is exercised in construction to prevent wildfires.
3. No rock, soil, or gravel, or tree, shrub or other plant material is removed from adjacent Crown land or any other Crown land.
4. No trespassing occurs on Crown land (including the nearby rifle range).
5. Access is maintained to adjacent Crown land, including to the Crown land on which the nearby rifle range and communications towers are located.
6. Construction signage is erected in appropriate locations on the Lands.
7. Signs showing the Master Plan of the Pemberton Benchlands are erected by the Covenantor at the entrances to lands and at the boundary of Lands and on the access road to future phases of the Covenantec's Pemberton Benchlands development in accordance with the Village of Pemberton's bylaws.
8. Signs are erected notifying buycrs of the existence, now or in the future, of nearby multifamily sites, parks, trail entrances, reservoirs, and of the school site.
9. All signage on the Lands has coordinating design features: this includes entrance signs, directional signs, and informational signs. Builder, sub-trade and realtor signs also must be design coordinated; and the number of signs should be limited.
10. The Covenantor assumes all liability for and maintains appropriate insurance and other coverages in respect of the risks associated with blasting, dust, noise, and all other safety matters, including all workplace and construction safety matters.
11. Property damage repairs or restorations are carried out expeditiously and at the Covenantor's expense.
12. No permanent house, mobile home, or other building is transported onto or otherwise located on any part of the lands including any lot into which the Lands are subdivided.
13. Protective fencing is installed along Road $A$ as shown in Exhibit " 1 " hereto being the drawing titled "Access Road Limit of Disturbance" dated August 17, 2003, prepared by R.F. Binnic \& Associates Ltd. For Pemberton Benchlands Housing Corporation and numbered drawing no. 03-097-1PF1 prior to consiruction of that road. Such fencing must meet the specifications set out in, and be installed in accordance with, the specifications and requirements shown in Exxhibit " 1 " hercto. Such fencing must be installed in the locations specified by dolted lines adjacent to Road A in Exhibit "l" hercto.
Rosd Name Auribute


## SCIIPDULE "C"

PLAN OF OOMMUNITY RESERVE


## SCHEDULE "I)"

## PERMITTED IENCUMBRANCES

Statutory Right of Way No. 232217 issued to Canadian Broadcasting Corporation over that portion of Block D District Lots 202, 2705 and 8680 Lillooct District on Plan C18487;

Lease No. 236876 for park purposes issucd to the Village of Pemberton over Block D, District Lots 202, 2705 and 8680, Lillooct District; and

All subsisting exception and reservations of interests, rights, privileges and titles contained in any previous Crown grant of the Land.

All the interests, rights, privileges and titles contained in section 50 of the Land Act (British Columbia).

Any conditional or final water licence or substituted water licence issued or given under the Water Act, or any prior or subsequent enactment of the Province of British Columbia of like effect, and to the rights of the holder of it to enter on to the Land and to maintain, repair and operate any works permitted on the Land under the licence at the date of the Crown Grants.

All subsisting grants to or subsisting rights of any person made or acquired under the Mineral Tenure Act, Coal Act or Petroleum and Natural Gas Act or under any prior or subsequent enactment of the Province of British Columbia of like effect.

All notations and endorsements noted as "Iegal Nolations" on the title, if any, to the Land or any parcel from which the Land may be created.

END OF DOCUMENT









## Floor Assemblies





## Wall Assemblies



Para. 9 Residential C Occupanc
BC Buiding Coded 2018

## FOR COMMENT


Allie Shiell


 THE BENCHLANDS
PEMBERTON. BC

SECTIONS

4. Fiber cement (LIGHT GREY)
5. METAL CLAD WOOD WINDOW/ SLIING DOOR (CHARCOAL)
6. MEtal garage door (Charcoal)
7. Wood star to Anoscape wit charcoal
8. GLLLAM Post
9. glulam beams
10. GULLAM RAFTERS (STANED TO MATCH WHITT WASH PNE)

1. METAL SOFFIT (CHARCOAL)
2. TORCH ON MEMBRANE ROOF
3. GLASS BALUSTRADE © 40"

(2) REAR ELEVATION

Para-9-Residential C Occupanc
BC Buididing Code 2018


 Trostio Lot 2

ELEVATIONS 1


4. Fiber cement (light grey)
5. METAL CLAD WOOD WINDOW / SLIING DOOR (CHARCOAL)
7. Wood stait to Lanoscape wth charcoal
8. GLLLAM POST
9. glulam beams
10. GLULAM RAFTERS (STANED TO MATCH WHITE WASH PINE)
11. Metal soffit (Charcoal)
12. TORCH ON MEMBRANE ROOF
13. GLASS BaLUSTTRADE @40"


Par 9 . Residential C Cocupancy
BC Buididing Code
2018




ELEVATIONS 1

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