

## -BOARD OF VARIANCE-

**Agenda** for the Board of Variance Meeting of the Village of Pemberton to be held Wednesday, November 23, 2022 at 5:00 PM via ZOOM Webinar ID: 837 3329 3432

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	Page
<b>1. CALL TO ORDER</b> In honour of the Lil'wat7ul, the Village of Pemberton acknowledges that we are meeting within the unceded territory of the Lil'wat Nation.	
<b>2. APPROVAL OF AGENDA</b>  <b>Recommendation: THAT</b> the agenda be approved as presented.	
<b>3. MINUTES</b>  a) Board of Variance Meeting, February 23, 2022  <b>Recommendation: THAT</b> the minutes of the Board of Variance meeting held February 23, 2022 be adopted as circulated.	2
<b>4. 3012 Tenquille Place – Minimum Rear Yard Setback, and Maximum Projection into a Setback</b>  Report to the Board of Variance: Scott McRae, Manager of Development Services  The property owner of 3012 Tenquille Place, Sacha Troianovici, has applied to the Board of Variance requesting relief from the provisions for Projections into a Required Setback in <i>Village of Pemberton Zoning Bylaw No. 832, 2018</i> (Zoning Bylaw). A variance is required to lawfully permit a deck attached to a new Detached.	6
<b>5. NEW BUSINESS</b> There is no new business arising.	
<b>6. NEXT MEETING</b> There will be no further meetings for 2022 and the next meeting will be January 23, 2022 if required.	
<b>7. ADJOURNMENT</b>	

## BOARD OF VARIANCE MINUTES

**Minutes** for the Board of Variance Meeting of the Village of Pemberton held Wednesday, February 23, 2022 at 5:00 PM via ZOOM Webinar ID: 837 3329 3432

<b>IN ATTENDANCE:</b>	Trevor Burton, Chair Tom Fitzgerald Phill Read
<b>STAFF IN ATTENDANCE:</b>	Colin Brown Planner Scott McRae, Manager of Development Services Nikki Segovia, Building and Planning Clerk
<b>APPLICANT:</b> <b>B</b>	Bryant Cook, Applicant Ruth Weaver, Applicant
<b>PUBLIC:</b>	<b>4</b>

### 1. CALL TO ORDER

At 5:02 p.m. the meeting was called to order.

*In honour of the Lil'wat7ul, the Village of Pemberton acknowledged that we are meeting within the unceded territory of the Lil'wat Nation.*

### 2. APPROVAL OF AGENDA

Moved/Seconded  
**THAT** the agenda be approved as circulated.  
**CARRIED**

### 3. MINUTES

Moved/Seconded  
**THAT** the minutes of the Board of Variance meeting held January 26, 2021, be adopted as circulated.  
**CARRIED**

### 4. 1775 Pinewood Drive Variance Application

Planner Colin Brown presented a report summarizing the request to vary the provisions in Section 11.1.4 of the Village of Pemberton Zoning Bylaw to allow for a building height greater than 10.5 m to a maximum of 10.93m.

The Board was given the opportunity to ask questions of Staff. Board members asked for clarification if the member could change the grade of the property and therefore change the lowest average grade, staff confirmed this could be a possibility.

The board also asked for clarification on the elevation of the curb on Pinewood Drive. Staff suggested it appears slightly below the proposed design of the home as per the submitted drawings.

Board members commented there is a possibility to send back to design and make it conform with zoning and asked if there is a requirement to do any sun shading analysis within the Village. Staff commented if it was a rezoning application that perhaps this would be required, but otherwise it is not.

The applicant was given the chance to speak to his application. He explained that his interpretation of how to measure building grade was different from what staff proposed in their presentation. His interpretation was that when measuring from the finished grade, the house is at 8.9m and would be under the height regulations if it is interpreted as written in the bylaw as the *or* clause of the following definition on grade from the Zoning bylaw: *Grade, Building means, in relation to a building, or building height, the lowest of the average levels of grade of the natural grade or finished grade adjoining each exterior wall of a building, excluding localized depressions such as for vehicle or pedestrian entrances.*

He explained that the Zoning bylaw gives readers two options to interpret the height, and that he chose to measure in lowest of each adjoining exterior wall of the building.

The applicant explained the hardship is if they must go by the current interpretation, they will have to build a very large retaining wall which would be costly and would also go against the Village of Pemberton Zoning Bylaw as well as the Hillside Development Guidelines.

Staff explained the difference of interpretation and clarified it should be interpreted as the lowest average levels of grade and that is where the village established the height of this structure from.

The Applicant restated that the hardship would be that re-engineering the house would not be an option and we would have to build a large retaining wall just to raise the finished grade.

Board members asked if there was no opportunity to lower the building to 43cm and asked for clarification on the elevation of the top of the roof from the Geodetic measurement.

Members of the public were invited to comment on the application.

Kristi Thomas asked about the letters that were put up from the public, and whether or not she could read those again as they were not in the agenda package. Staff showed the letters through a share screen and after reading them she said the way the neighborhood is designed the homes up here will block sun from the homes below no matter what.

Thomas Chamberland commented he and Kristi are the neighboring lot and they are pleased with the design and in support of this application. He asked whether the board members are familiar with the site and commented that the problem with these lots is that they very challenging sites to build on.

Paula Benham Parker said the design is very interesting and noted she was a home below the house. She commented that if adding a retaining wall is not changing the building height, it is punitive to make the owners build a retaining wall if it is not going to do anything.

The applicant said the home was designed to consider the homes below and by sloping the roof down they tried to allow as much sunlight over the roof and not cast shade onto the existing homes below.

James Funk said as a neighbor to the proposed application, aesthetically it would look nicer to not see a retaining wall. He seconded that it would be nicer to see no retaining wall than to not allow this application to move forward.

Board members commented on the precedent of the bylaws and said they cannot see that it ticks all the boxes for a hardship, but the bylaw shows you could interpret things differently. They commented that this lot is unique and leaving it in its natural state without a retaining wall would have less of an impact, but stated the only way to make the building work is to bring it down, which would have a large cost.

Board members commented that this application is becoming more of a consideration in house design and the shadowing effect of new buildings should be considered. They commented the height seems like a minimal amount to increase, but that the home does have a downslope effect and under that consideration alone, they question again if the Board of Variance was the right avenue for the solution.

They stated they do not think it is the best avenue for considering this application, and as members of the board of variance and not staff, they are not here to discuss different interpretations of the bylaw.

They suggested that given the uncertainty among the bylaw definitions, a motion should be made to reject the variance.

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Staff commented that there are 4 options for consideration, and clarified that the hardship being considered is the cost it would take to conform to the Village bylaws.

Members said they do not consider costs as a hardship, and that the applicant has taken his own interpretation of the bylaw that differs from staff.

They asked for clarification from staff in regards to resolution number three and if they select option three and reject the application, would the applicant have the opportunity to go back to the Village and deal with the wording in the bylaw, as well as the opportunity to go through a DVP process. That way they can maintain the aesthetics the neighbors are hoping for and achieve what they are looking to do as an applicant. Staff clarified this would be true.

Board members

Moved/Seconded

**THAT** the Board of Variance reject the Variance and that the Applicant will have the option to redesign the project, or the applicant will have the option to seek a Development Variance Permit from Village of Pemberton Council.

**CARRIED**

#### **5. NEW BUSINESS**

Staff confirmed no new applications have been received.

#### **6. NEXT MEETING**

The next meeting date will be March 30, 2022, as required.

#### **7. ADJOURNMENT**

Moved/Seconded

**THAT** the Board of Variance meeting be adjourned.

**CARRIED**

At 5:59 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  
February 23, 2022.

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Chair – Trevor Burton

**Date:** November 23, 2022

**From:** Colin Brown, MCP, Planner II

**Subject:** 3012 Tenquille Place – Minimum Rear Yard Setback, and  
Maximum Projection into a Setback

**Applicant:** Sacha Troianovici, Property Owner, 3012 Tenquille Place

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**PURPOSE**

The purpose of this report is for the Board of Variance to consider an application made by Sacha Troianovici to vary the Maximum Projections into a Setback at 3012 Tenquille Place. The purpose of this application is for the lawful construction of a new *Detached Dwelling* with a rear deck on the property.

**BACKGROUND**

The property owner of 3012 Tenquille Place, Sacha Troianovici, has applied to the Board of Variance requesting relief from the provisions for *Projections* into a Required *Setback* in *Village of Pemberton Zoning Bylaw No. 832, 2018* (Zoning Bylaw). A variance is required to lawfully permit a *deck* attached to a new *Detached Dwelling* on the property located at 3012 Tenquille Street; LOT 7 DISTRICT LOT 211 LILLOOET DISTRICT PLAN EPP88381, PID 030-665-272.

The property is located in the Sunstone neighbourhood, overlooking the Friendship Train and CN Rail line to the south. The property is in the RTA-1 Residential Townhouse Amenity Zone. A Location Map is provided as **Appendix A**.

**DESCRIPTION OF THE REQUESTED VARIANCE**

The application request is to vary zoning regulations to allow for a deck to project 1.14m into the rear yard setback. The Zoning Bylaw section 4.13(a)(i) limits projections to no more than 0.6m into any setback. The detached home and the deck in question has already been constructed and is nearing completion; however, it has been observed by Village staff that the deck exceeds the maximum 0.6m projection limit in the Zoning Bylaw. The Application Package is attached as **Appendix B**, and includes site plans, photos, architectural drawings, and rationale.

The application requests relief due to costs and the time involved with bringing the deck into compliance. The claim of undue hardship is based on the time, cost, and that the applicant is a contractor whose income may be impacted.

**ZONING BYLAW NO. 832, 2018**

In the Zoning Bylaw, RTA-1 Residential Amenity Zone, section 13.2.6 establishes the *Minimum Setbacks*, with 13.2.6 c) establishing a 7.5m *Rear Setback for a Detached Dwelling*. *Setbacks* are measured from the rear property line to the nearest footing or foundation. As shown in the Sketch Plan in the Application Package, the rear setback is measured to the minimum 7.5m. The post line that supports the deck is placed right on the minimum setback and complies with zoning with respect to the minimum setbacks.

Section 4.13 of the Zoning Bylaw allows for projections into a required setback and exceptions to other siting requirements. Section 4.13(a) provides an exception that a setback may contain architectural or functional structures or a building or structure feature such as but not limited to windowsills, balconies, eaves, gutters, etc. Staff view a deck as a projection that would qualify as an exception when the relevant conditions are met. Section 4.13(a) i. states that no such structure or feature shall project more than 0.6m into any required setback.

In the Sketch Plan in the Application Package, dated 24 October 2021, the extent of the deck is measured 6.36m from the rear property line, which means the projection of the deck into the setback is 1.14m. This is nearly double the maximum 0.6m projection as permitted in zoning.

**THE LOCAL GOVERNMENT ACT, R.S.B.C. 2015**

The following Section 542(1) of the *Local Government Act* is relevant to the decision making of the Board of Variance and the decision under this subsection is final:

**542** (1) On an application under section 540, the board of variance may order that a minor variance be permitted from the requirements of the applicable bylaw, or that the applicant be exempted from section 531 (1) [*alteration or addition while non-conforming use continued*], if the board of variance

- a) has heard the applicant and any person notified under section 541,
- b) finds that undue hardship would be caused to the applicant if the bylaw or section 531 (1) is complied with, and
- c) is of the opinion that the variance or exemption does not do any of the following:
  - i. result in inappropriate development of the site;
  - ii. adversely affect the natural environment;
  - iii. substantially affect the use and enjoyment of adjacent land;
  - iv. vary permitted uses and densities under the applicable bylaw;
  - v. defeat the intent of the bylaw;
  - vi. vary the application of an applicable bylaw in relation to residential rental tenure.

As per Section 542(3) of the *Local Government Act*, the default time frame is that construction must start within two years from the date of the order, this time frame can be altered longer or shorter by the Board of Variance in their decision.

### **COMMUNICATIONS**

A notice regarding this application has been mailed to all properties within 100 metres of the subject lands, satisfying Section 541 of the *Local Government Act*. If any submissions are received, they will be shared with the Board of Variance the evening before the meeting.

### **OPTIONS**

In their consideration of the application for 3012 Tenquille Street, to vary Section 4.13(a)i. of Zoning Bylaw No. 832, 2018 to increase the maximum Projection into a Required Setback from 0.6m to 1.14m, the Board of Variance has the following options:

- (i) Approve the variance as presented;
- (ii) Approve the variance with conditions established by the Board;
- (iii) Reject the variance; The Applicant will have the option to redesign the project, or the applicant will have the option to seek a Development Variance Permit from Village of Pemberton Council.
- (iv) Deem the variance request to be outside the mandate of the Board of Variance, as the Board does not consider the request to be “minor”.

### **NOTICE OF DECISION**

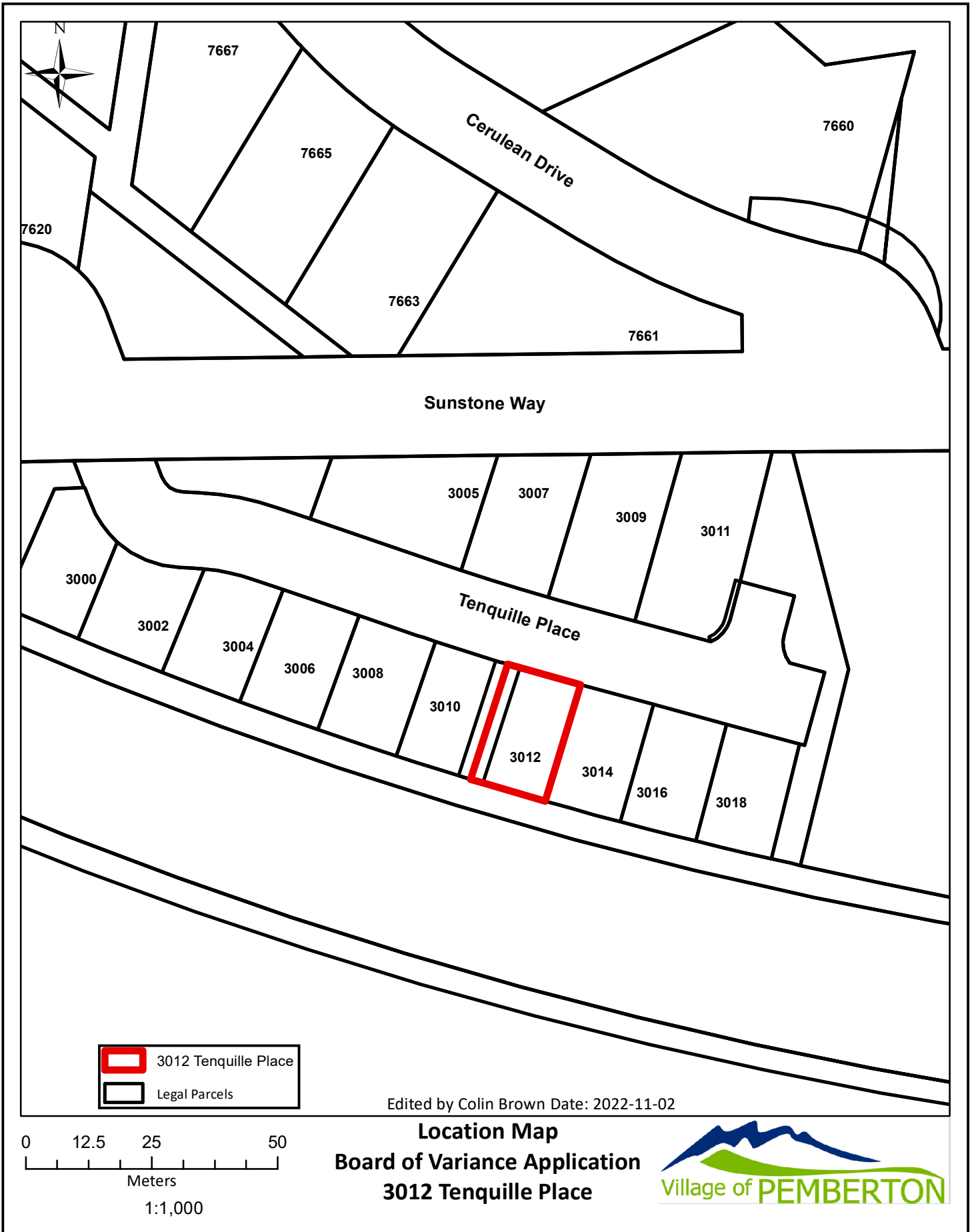
The decision of the majority of the membership shall be the decision of the Board. Village Staff shall, within seven (7) days of a decision, send by mail or otherwise deliver the written decision of the Board to the applicant to all persons who made representation at the hearing and the Village of Pemberton Building Official. 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:** Location Map
- Appendix B:** Application Package

Prepared and Submitted by:	Colin Brown MCP, Planner II
Manager Approval:	Scott McRae, Manager of Development Services





Sacha Patoine Troianovici

October 26th, 2022

[REDACTED]  
3012 Tenquille Place,  
Pemberton  
V0N 2L3

Board of variance application for 3012 Tenquille Place, Pemberton, BC V0N 2L3

To the Board of Variance,

This letter is in support of my variance application to the balcony for our owner-builder home at 3012 Tenquille Place in Pemberton. We would like to request a variance to allow for a 1.14m projection of our balcony into the rear yard setback. (Currently the bylaw allows 0.6m, so we are over 0.54m)

We are a young couple building our first home for ourselves. We are building this home to live in it and have a family here on a long-term basis. On September 13th 2022, we were told by the municipality that the rear balcony is encroaching on the rear balcony set back despite the previous framing inspection which was done on January 14th, 2022 (see attachment below) .

We followed our architectural plan and engineer's plan to build the balcony. On the architectural plan which was approved by the municipality of Pemberton, it shows that the balcony could be 7 ft wide. Unfortunately, our designer made a lot of mistakes on our plan and after we paid him, he stopped responding to us and did not want to correct his mistakes... Therefore, we worked with the engineer's plan, which did not contain the right measurements.

All the waterproofing membrane, the flashing and the fascia have been installed on the deck already. It would cost us a lot of money and time to correct this, which we unfortunately don't have... to get this deck 0.54m shorter.

This project is on a tight budget, because we are both just starting in life and want to have a family in this great community. The cost and time involved in redoing the balcony would cause undue hardship, because it entails cutting the membrane, removing the fascia, cutting the floor joist and beams and removing the metal flashing. Just demolition would involve about 7 days of work, which is my own time, as I have been doing almost everything myself and don't have money to pay someone.

The membrane would need to be redone, a new fascia would need to be purchased and installed, as well as new flashing.

The floor joist and beams would cost \$500 in transport and disposal.

The membrane cost is \$5000 and would require 4 days of work.

The fascia cost is \$1000 and would require 2-3 day of work

The flashing cost is \$500 and would require 1 day of work

Considering I am a contractor and owner-builder, the days I am working on redoing this, means I cannot work at my other job sites and that would be taking away a lot of my income, which I need to support my family.

The total cost of redoing this is approximately \$6500 and I would lose about 13 days of my personal income, which is another \$6500. Losing all this time and money for a 0.54m difference in the balcony would cause undue hardship to me and my family, because we did not plan this major change in our time and budget.

We worked hard to follow the plans and municipality regulations since the start of the construction, but unfortunately made a minor mistake when building this balcony. Granting us the variance would avoid causing us undue hardship.

We truly appreciate your time and consideration.

Sincerely,

Sacha Patoine Troianovici and Janie Marcoux



Attachments





# BOARD OF VARIANCE APPLICATION

Date of Application: 10/26/2022 VOP File Number: \_\_\_\_\_

### APPLICANT INFORMATION:

Name: Sacha Patoine Troianovici Postal Address: \_\_\_\_\_  
Phone: [REDACTED] 3012 Tenquille Place Pemberton BC  
Fax: \_\_\_\_\_ V0n2l3  
Cel: \_\_\_\_\_ Email: [REDACTED]

### REGISTERED OWNER INFORMATION:

Name: Sacha Patoine Troianovici Postal Address: \_\_\_\_\_  
Phone: [REDACTED] 3012 Tenquille Place Pemberton BC  
Fax: \_\_\_\_\_ V0N2L3  
Cel: \_\_\_\_\_ Email: [REDACTED]

### PROPERTY INFORMATION:

Civic Address: 3012 Tenquille Place Pemberton BC Legal Description: LOT 7 DISTRICT LOT 211 LILLOOET DISTRICT PLAN EPP88381  
V0N2L3 Zoning Designation: RTA-1  
Section in Bylaw to be varied: 832 section 4.13

### DESCRIPTION OF VARIANCE REQUESTED:

To allow for a 1.14m projection into the rear yard setback

### APPLICATION CHECKLIST:

Certificate of Title	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Site Plan	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A	
Application Fee	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Property Within Agricultural Land Reserve	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A	
Authorization Form	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A	Property Subject to Riparian Area Regulations	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A
Rationale for Variance	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A	Property Adjacent to Residential Properties	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A

I, Sacha Patoine Troianovici hereby allow for the purposes of this application, any member(s) of the Board of Variance to view the property of the proposed variance upon request.

Signature

For Office Use Only			
Roll No.:	_____	Prospero No.:	_____
Related Files:	_____	Fee Submitted: \$	_____
		Receipt No.:	_____

Village of Pemberton

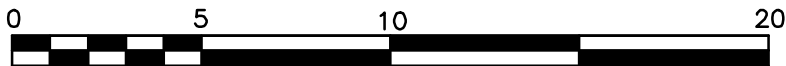
Board of Variance Meeting

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# SKETCH PLAN SHOWING DECK LOCATION ON LOT 7, DL 211, LILLOOET DISTRICT, PLAN EPP88381



SCALE 1:200

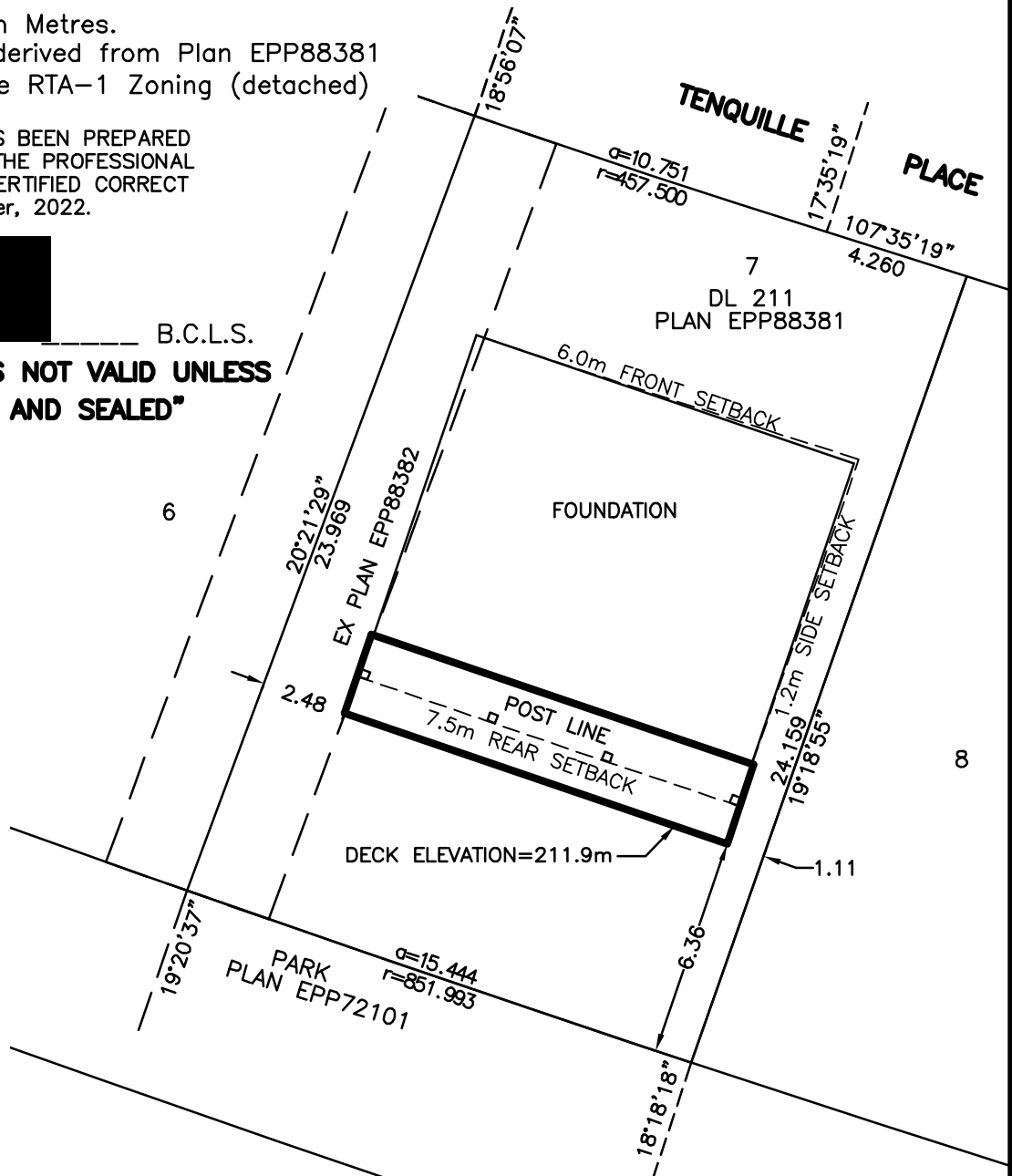
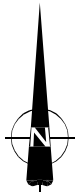
All Distances are in Metres.  
Bearings are grid derived from Plan EPP88381  
Setbacks shown are RTA-1 Zoning (detached)

THIS SKETCH PLAN HAS BEEN PREPARED  
IN ACCORDANCE WITH THE PROFESSIONAL  
REFERENCE MANUAL. CERTIFIED CORRECT  
ON THE 20th of October, 2022.



B.C.L.S.

**"THIS DOCUMENT IS NOT VALID UNLESS  
ORIGINALLY SIGNED AND SEALED"**



THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN HEIGHT BY 216mm IN WIDTH (A SIZE)

ISSUED TO:  
Sacha Patoine-Troianovici  
321-4368 MAIN ST  
WHISTLER, BC  
V8E 1B6

CIVIC ADDRESS : 3012 TENQUILLE PLACE, PEMBERTON, BC  
PID NO.: 030-665-272  
CHARGES, LIENS, AND INTERESTS: CA6503577, CA6503578, CA6503589,  
CA7251734, CA7273860, CA75978692, CA7597863, CA8385479  
IMPROVEMENT TYPE: FOUNDATION  
PERMIT No.: BP# 1996

HIGHMARK LAND SURVEYING  
AND ENGINEERING LTD.  
Phone:604-966-3733  
Email:info@hmse.ca Web:www.hmse.ca

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PARTIES OR FOR USES OTHER THAN MUNICIPAL PURPOSES.  
IT MUST NOT BE USED FOR THE LOCATION OF BOUNDARIES  
OR ANY OTHER USE.

Village of Pemberton

# PROPOSED SINGLE FAMILY DWELLING

## 3012 TENQUILLE PLACE LOT 7 SUNSTONE PEMBERTON ZONING: RTA-1

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JASON MATHIES DESIGN  
AND MAY NOT BE USED OR REPRODUCED  
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OF THE DESIGNER.

REVISIONS

DESIGNER'S CLIENT REVIEW

SUNSTONE LOT F7  
3012 TENQUILLE PL. VON2L1  
PEMBERTON BC  
PID 007-820-607

PROJECT DWG.

SITE PLAN LANDSCAPING PLAN

10:28 PM  
SUNDAY, DECEMBER 6, 2020

6565127 EARLE RIDGE  
WHISTLER BC  
JOSH ISA  
OWNER

**MATHIES DESIGN**

6565127 EARLE RIDGE  
WHISTLER BC  
JOSH ISA  
OWNER

DATE: SUNDAY, DECEMBER 6, 2020  
DRAWN BY: J.M.  
SCALE: 1/4" = 1' - 0" U.N.D.

NOTE: ALL ASPECTS OF CONSTRUCTION SHALL CONFORM TO THE BCBC 2020 - PART 9 UNL. OCCUPANCY RESIDENTIAL

**AO**

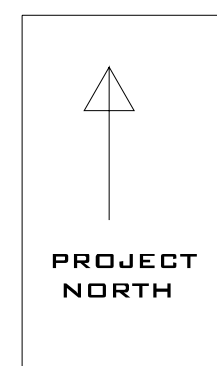
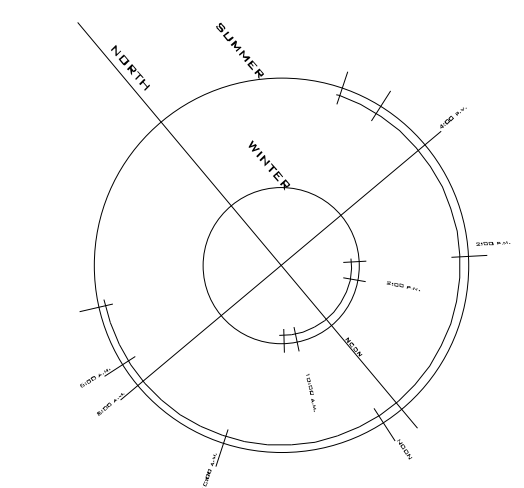
Village of Whistler  
Board of Whistler  
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### GENERAL NOTES

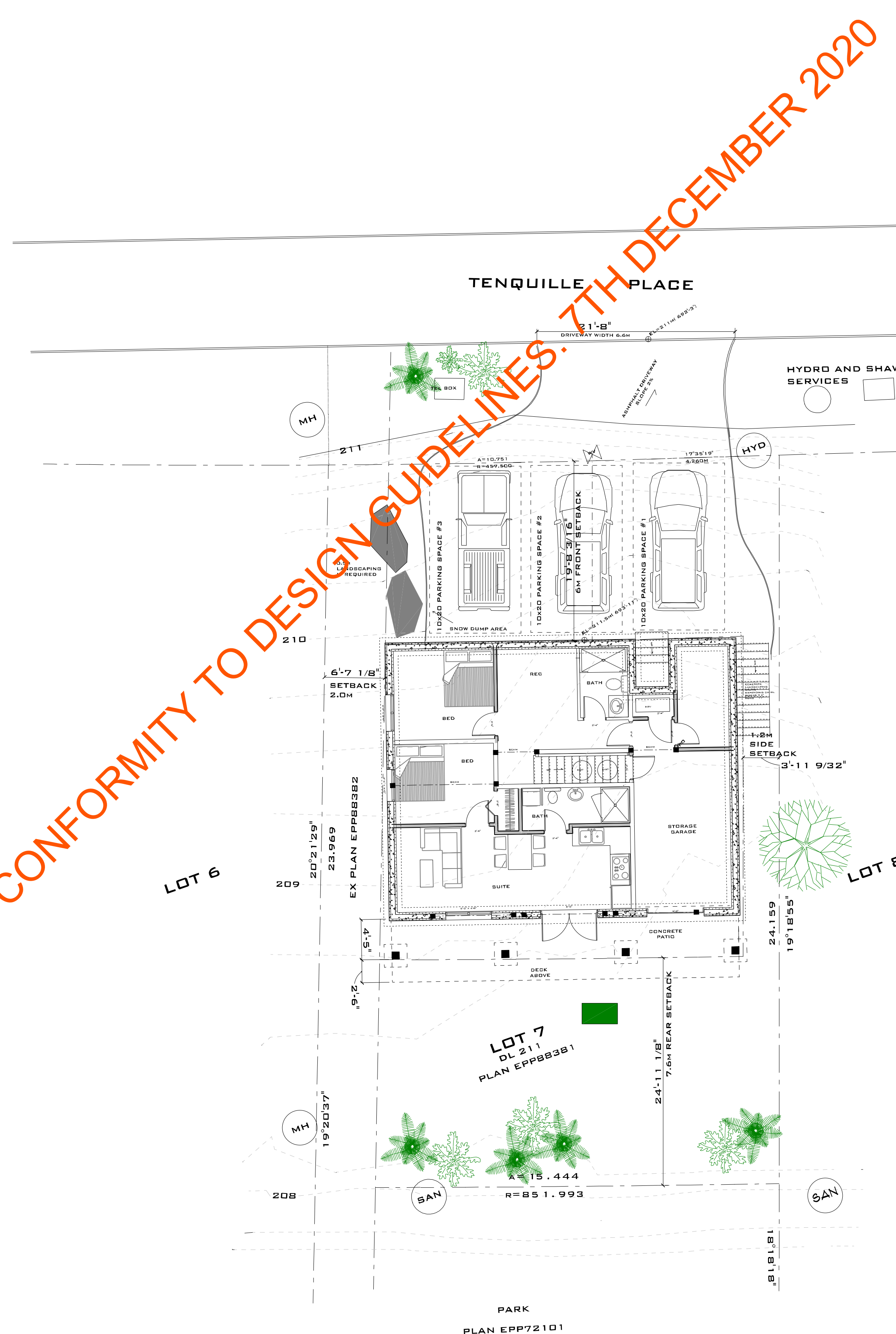
1. ALL LABOUR, MATERIALS, PRODUCTS AND CONSTRUCTION TO COMPLY WITH THE REQUIREMENTS OF THE BRITISH COLUMBIA BUILDING CODE AND ALL OTHER APPLICABLE CODES, STANDARDS AND BY-LAWS.
2. ALL DIMENSIONS ARE TO FACE OF CONCRETE, FACE OF SHEATHING FOR EXTERIOR WALLS, FACE OF GWB WHERE NOTED OR CENTRE LINE OF GWB WALLS UNLESS NOTED OTHERWISE.
3. MECHANICAL VENTILATION OF DWELLING TO BE PROVIDED AS PER SECTION 9.32 BCBC.
4. EACH BEDROOM TO HAVE AN EXTERIOR DOOR OR AN OPERABLE WINDOW (9.9.9 BCBC).
5. BATHROOMS WITHOUT WINDOWS TO HAVE EXHAUST FANS.
6. COMBUSTION AIR IS REQUIRED TO ANY SOLID FUEL FIREPLACES AS PER 9.22.1.4 BCBC.
7. THE DWELLING IS TO BE EQUIPPED WITH SMOKE ALARMS (9.10.18.4 BCBC).
8. WIRED IN SMOKE ALARMS ARE REQUIRED BETWEEN BEDROOM AREAS AND REMAINDER OF DWELLING (9.1018.4 BCBC).
9. ONE HARD WIRED SMOKE ALARM REQUIRED PER FLOOR, ALL SMOKE ALARMS TO BE INTERCONNECTED.
10. ALL FACTORY BUILT FIREPLACES SHALL CONFORM TO ULC S610-MB3 AND ALL FACTORY BUILT CHIMNEYS SHALL CONFORM TO CAN4-S629-MB4.
11. PROVIDE MINIMUM 2" CLEARANCE BETWEEN CHIMNEY AND COMBUSTIBLE FRAMING.
12. PROVIDE MINIMUM 4" CLEARANCE BETWEEN FIREPLACE AND COMBUSTIBLE FRAMING.
13. PROVIDE CONCRETE SLAB FOR HEARTH - MIN. 16" IN FRONT AND 8" TO SIDE OF FIREPLACE OPENING.
14. UNIFORMLY DISTRIBUTE VENTILATION TO FLAT AND VAULTED ROOFS TO 1/150 OF INSULATED CEILING AREA.
15. VENTILATE ATTIC SPACES TO 1/300 OF INSULATED CEILING AREA.
16. ROOF VENTS MUST BE UNIFORMLY DISTRIBUTED WITH A MIN. OF 25% IN EAVE AND 25% IN ROOF TOP.
17. INSULATION TO BE INSTALLED SO AS TO NOT RESTRICT VENTILATION (9.19 BCBC)
18. STUD WALLS TO BOTH SIDES OF ENTRY DOORS TO SUITES TO HAVE SOLID BLOCKING AT LOCK HEIGHT FOR TWO STUD SPACES TO PREVENT THE DOOR FRAME FROM BEING SPREAD BY FORCE.
19. ALL ENTRY DOORS TO COMPLY WITH SECTION (9.6.6 BCBC).
20. GLASS SIDE LIGHTS AND WINDOWS WITHIN 36" OF DOOR LOCKS TO BE SAFETY GLASS.
21. GLASS IN WINDOWS LESS THAN 8" FROM FLOOR TO BE SAFETY GLASS.
22. GLASS IN SHOWER ENCLOSURES, INCLUDING ANY WINDOWS, TO BE SAFETY GLASS.
23. GLAZING IN SKYLIGHTS TO BE LAMINATED SAFETY GLASS.
24. GLASS IN EXTERIOR WINDOWS AND DOORS TO BE DOUBLE GLAZED.
25. ALL EXTERIOR SLIDING WINDOWS OR PATIO DOORS TO BE INSTALLED TO BE NOT REMOVABLE IN LOCKED POSITION.
26. ALL EXTERIOR SWING DOORS TO BE WEATHERSTRIPPED AND BE SUPPLIED COMPLETE WITH THRESHOLD.
27. OUTWARD SWINGING EXTERIOR DOORS TO HAVE NRP HINGES.
28. PROVIDE SINGLE HANDRAIL AT 32" ABOVE NOSINGS OF ALL INTERIOR STAIRS AND ALL EXTERIOR STAIRS HAVING MORE THAN THREE RISERS. HANDRAILS TO BE CONTINUOUSLY GRASPABLE.
29. PROVIDE GUARDS AS PER 9.8.8.2. BCBC.
30. USE WATERPROOF CEMENTITIOUS WALLBOARD AS TILE BASE AROUND TUBS AND SHOWERS.
31. DAMPPROF ALL EXTERIOR CONCRETE WALLS BELOW GRADE (EXCEPT FREE STANDING RETAINING WALLS).
32. PROVIDE R12 BATT INSULATION TO WASHROOM PERIMETER WALLS AS ACOUSTICAL INSULATION.

### LANDSCAPE LEGEND

-  JUNIPER SEPARATION HEDGES
-  MANICURED GRASS
-  EXISTING FIR
-  LANDSCAPING PLANTS  
FESCUE & SMALL PINES
-  RETAINING WALL



TRUE NORTH  
SOLAR PATH DIAGRAM AZIMUTH



### PROJECT DIRECTORY

DESIGNER:  
JASON MATHIES  
MATHIES DESIGN  
MATHIESDESIGN@GMAIL.COM  
604 698 5976

STRUCTURAL:  
SEBASTIAN GUERRERO P.ENG.  
P.O. BOX 1527  
WHISTLER BC  
VON1B0

PROJECT MANAGER:  
OWNER

GEO TECH:  
EVAN SYKES P.ENG.  
KONTUR GEO.  
CONSULTANTS INC.  
WWW.CHALTEN.CA  
ESYKES@KONTUR.CA  
778 730 7822

CAPITAL HOME ENERGY  
MANAGER@CAPITALHOMEENERGY.COM  
604 562 0387

### PROJECT DIRECTORY

- A0 SITE PLAN/TITLE PAGE
- A1 FLOOR PLANS
- A3 ELEVATIONS
- LD 3 LIMITING DISTANCES
- A4 CROSS SECTION A-A DETAILS

### PARKING

TOTAL LIVING SPACE 1926 SQFT (179.0M2)  
AS PER TABLE 6-B ( BYLAW NO. 733)  
2 EXISTING PARKING SPACES REQUIRED  
1 NEW PARKING SPACE REQUIRED

### PROPOSED DWELLING GFA/FSR

MAIN FLOOR	115.6 SQFT (10.74M2)
LOWER FLOOR (MAIN DWELLING)	360.2 SQFT (33.5M2)
SUITE	450.0 SQFT ( 41.8 M2)
GARAGE STORAGE	314.2 SQFT ( 29.2 M2)



NO.	REVISIONS

SUNSTONE LOT F7  
PEMBERTON BC  
PID 007-820-607

PROJECT DWG.  
10:49 PM  
SUNDAY, DECEMBER 6, 2020

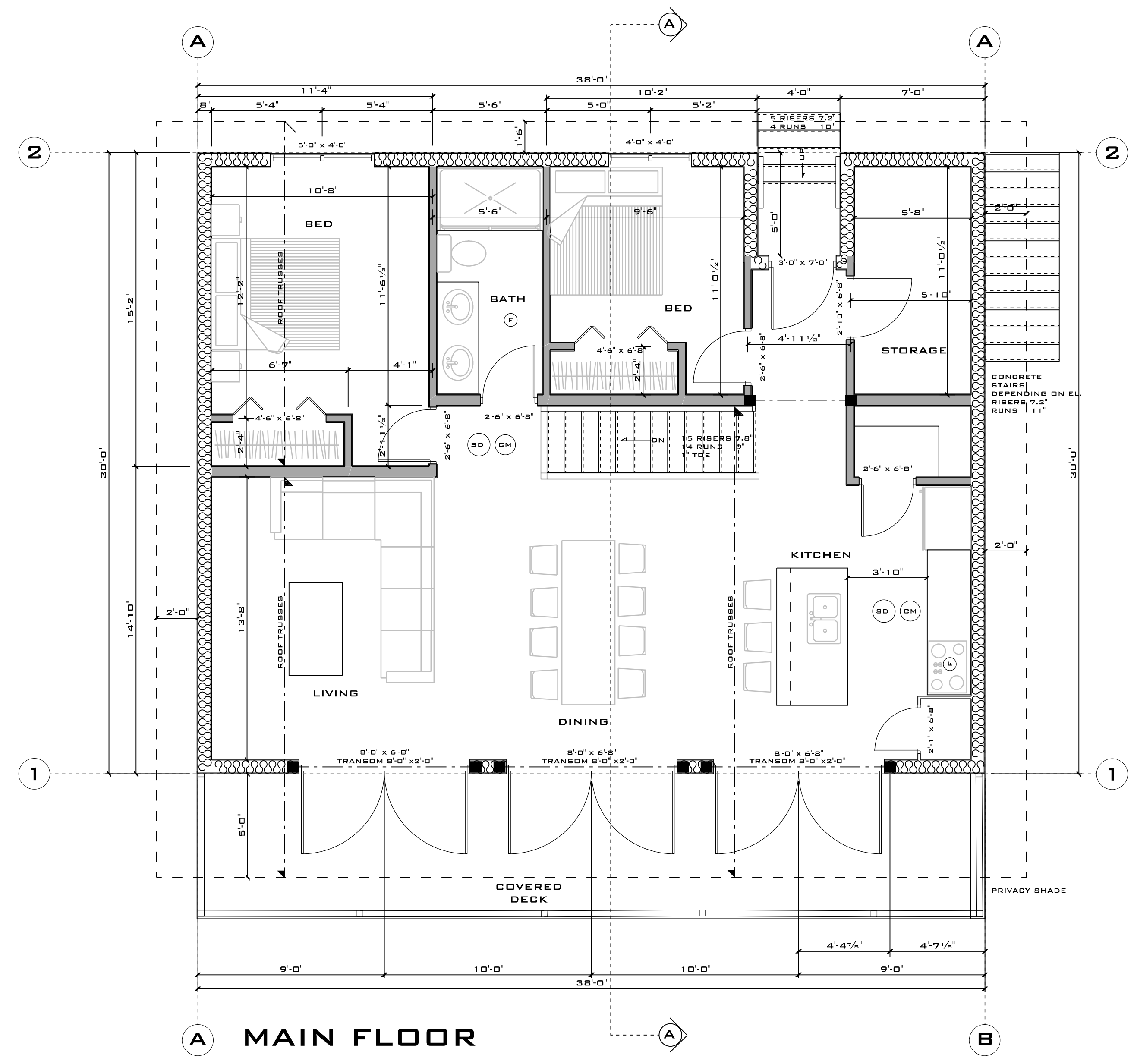
666127 GABLE RIDGE  
SUNNYVALE  
VICTORIA  
BC  
V8N 1B6  
CANADA

MATHIES DESIGN

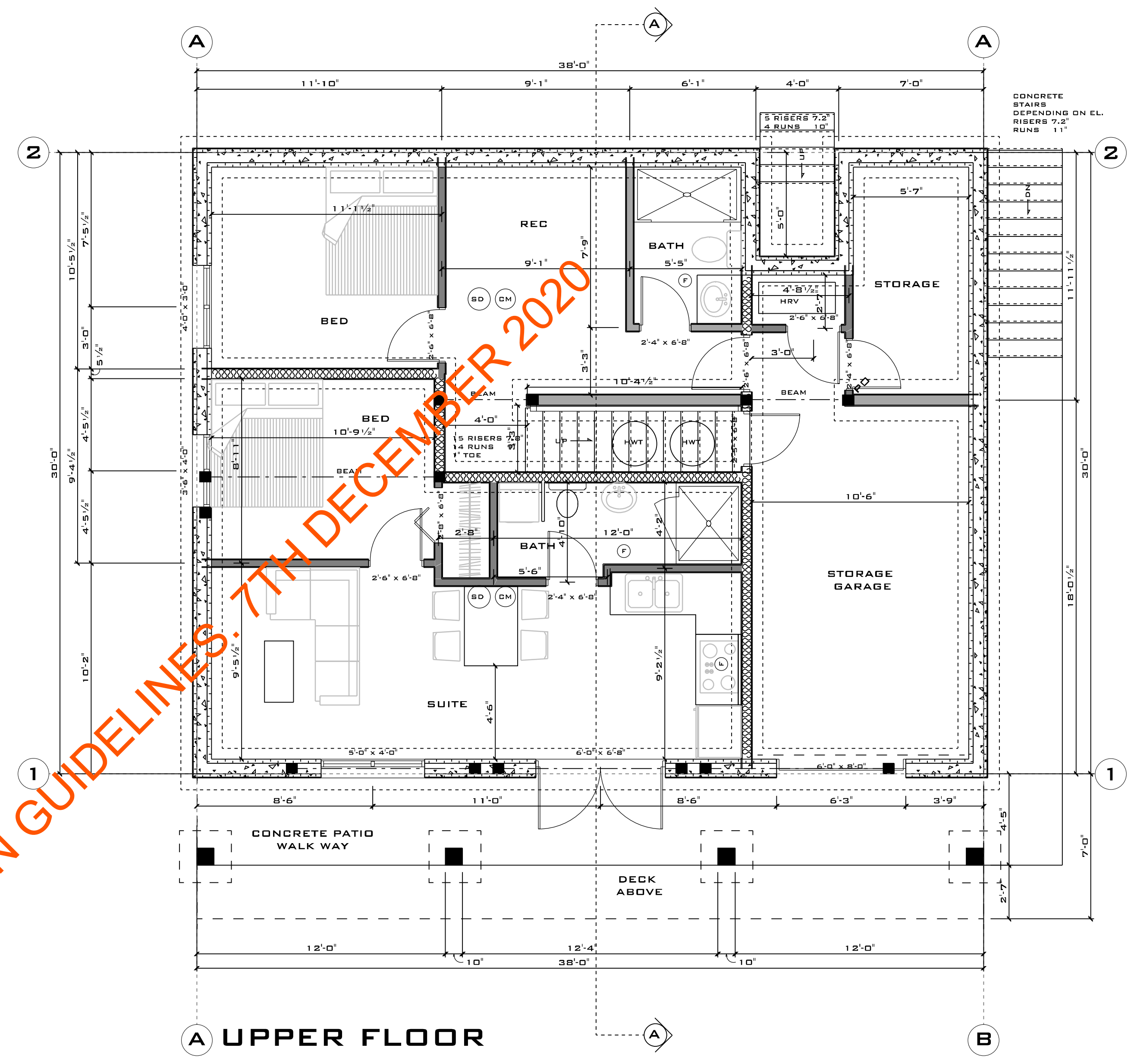
666127 GABLE RIDGE  
SUNNYVALE  
VICTORIA  
BC  
V8N 1B6  
CANADA

DATE: SUNDAY, DECEMBER 6, 2020  
DRAWN BY: J.M.  
SCALE: 1/4" = 1' - 0" U.N.D.

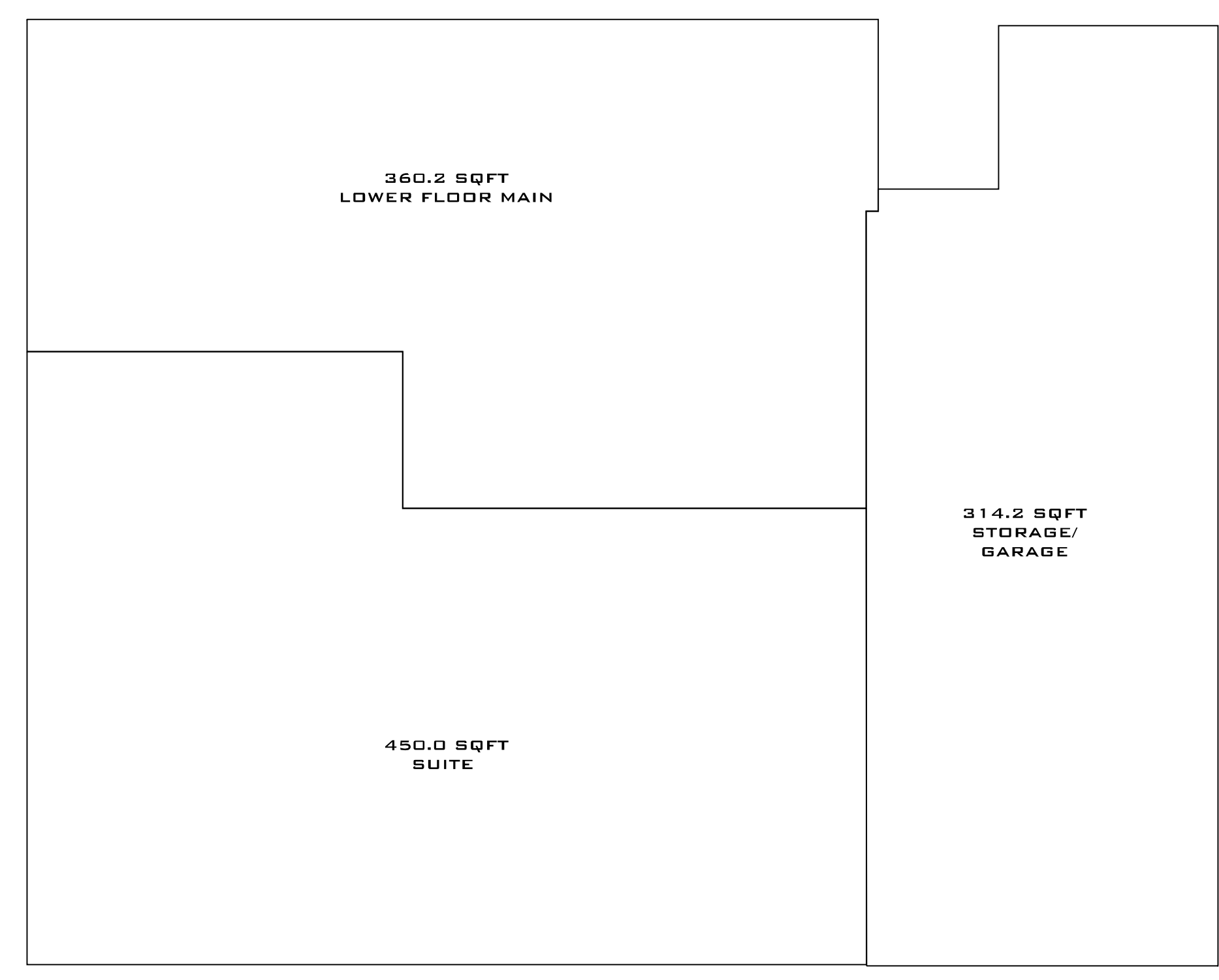
NOTE: ALL ASPECTS OF CONSTRUCTION SHALL CONFORM TO THE BCBC 2009 - PART 9 U.N.D. OCCUPANCY RESIDENTIAL 'C'



1115.6 SQFT UPPER MAIN



360.2 SQFT LOWER FLOOR MAIN





REVISIONS	

SUNSTONE LOT F7  
 PEMBERTON BC  
 PID 007-820-607

**ELEVATIONS**

PROJECT DWG.  
 10:47 AM  
 MONDAY, DECEMBER 7, 2020

604.698.5976  
 604.698.5976  
 J. MATHIES  
 VANICOR  
 CANADA

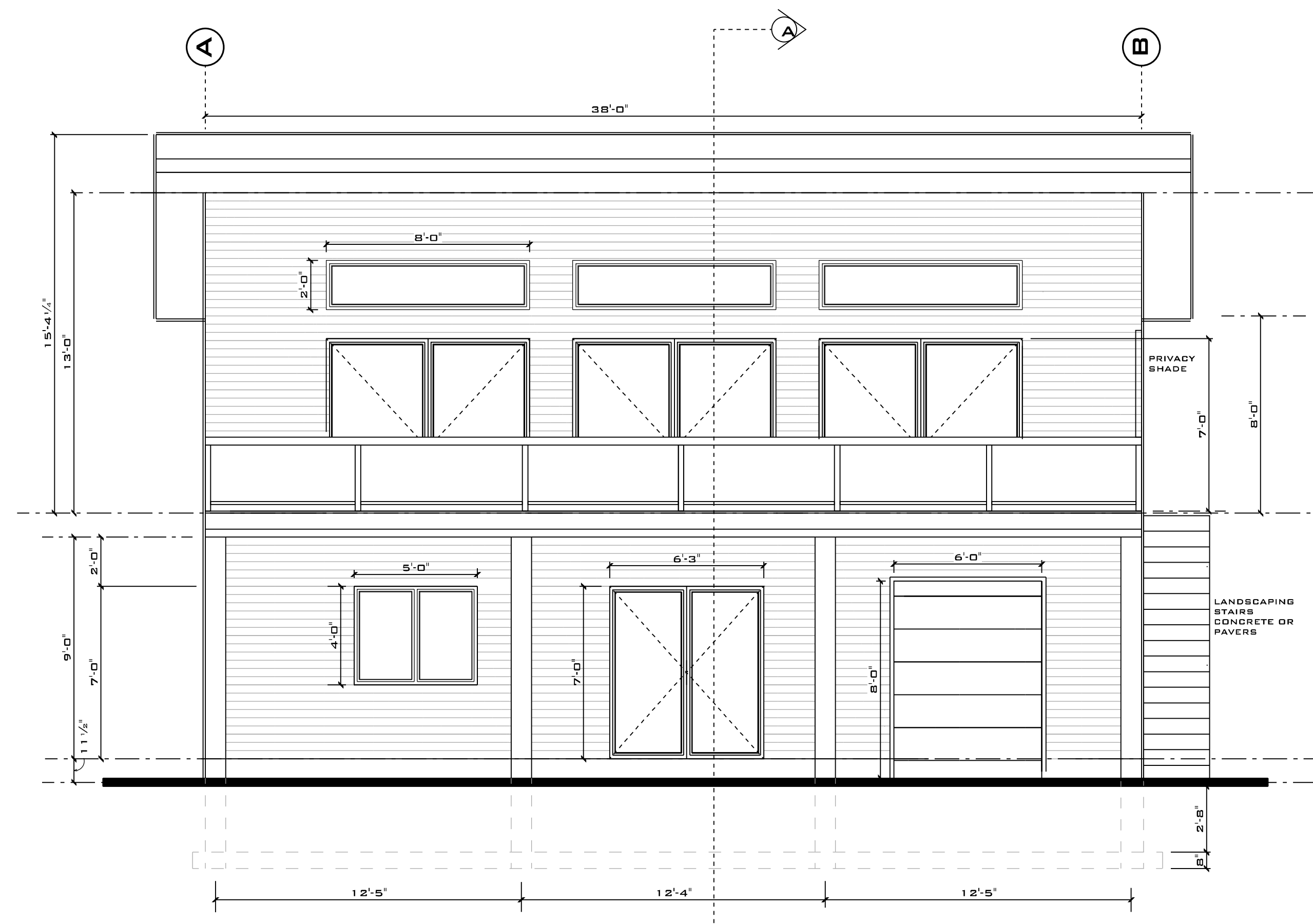
**MATHIES DESIGN**

604.698.5976  
 J. MATHIES@VANICOR.COM

DATE: MONDAY, DECEMBER 7, 2020  
 DRAWN BY: J.M.  
 SCALE: 1/4" = 1' 0" U.N.D.

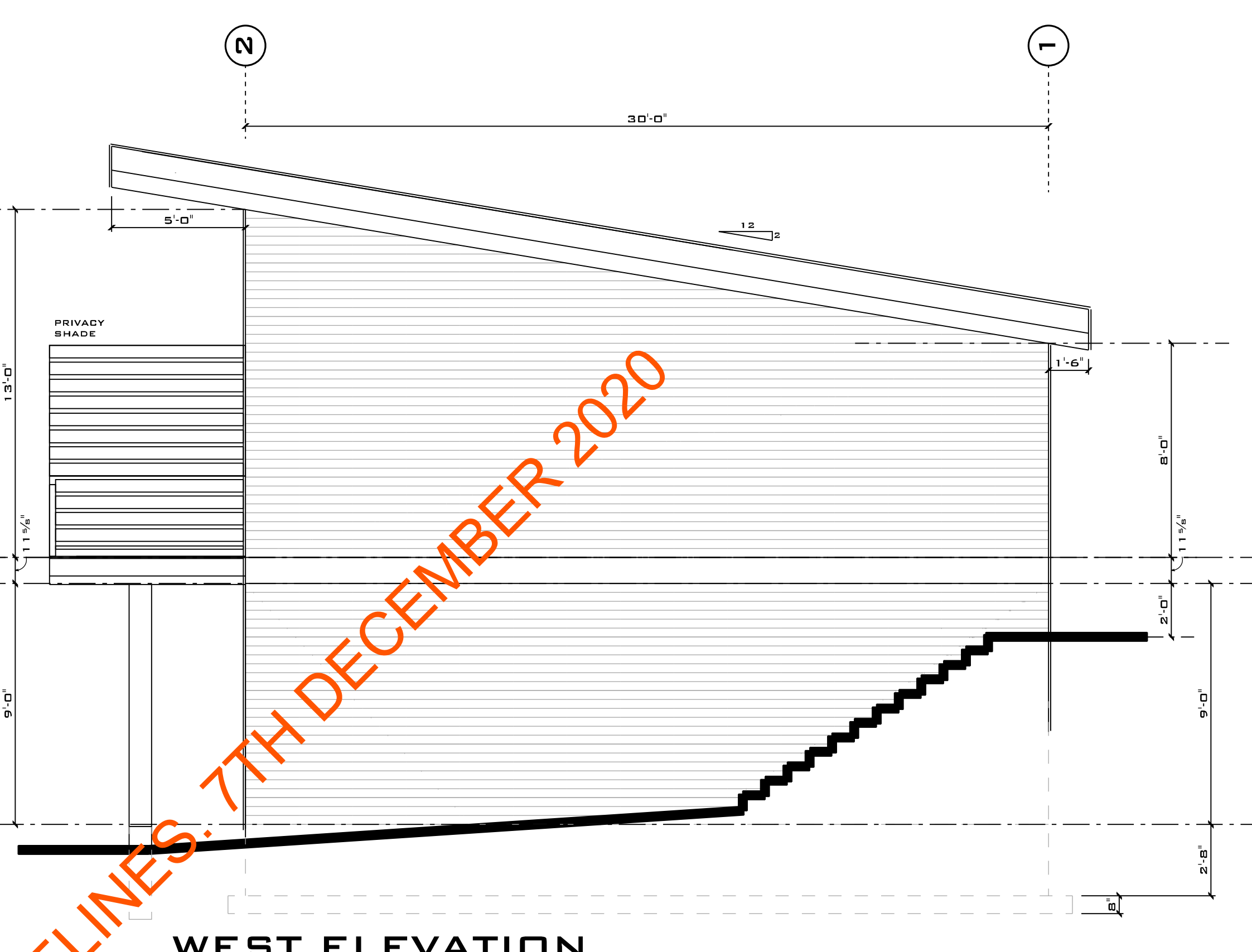
NOTE: ALL ASPECTS OF CONSTRUCTION SHALL CONFORM TO THE BCBC 2006 - PART 9.1.4.6.1. OCCUPANCY: RESIDENTIAL "R"

**A2**



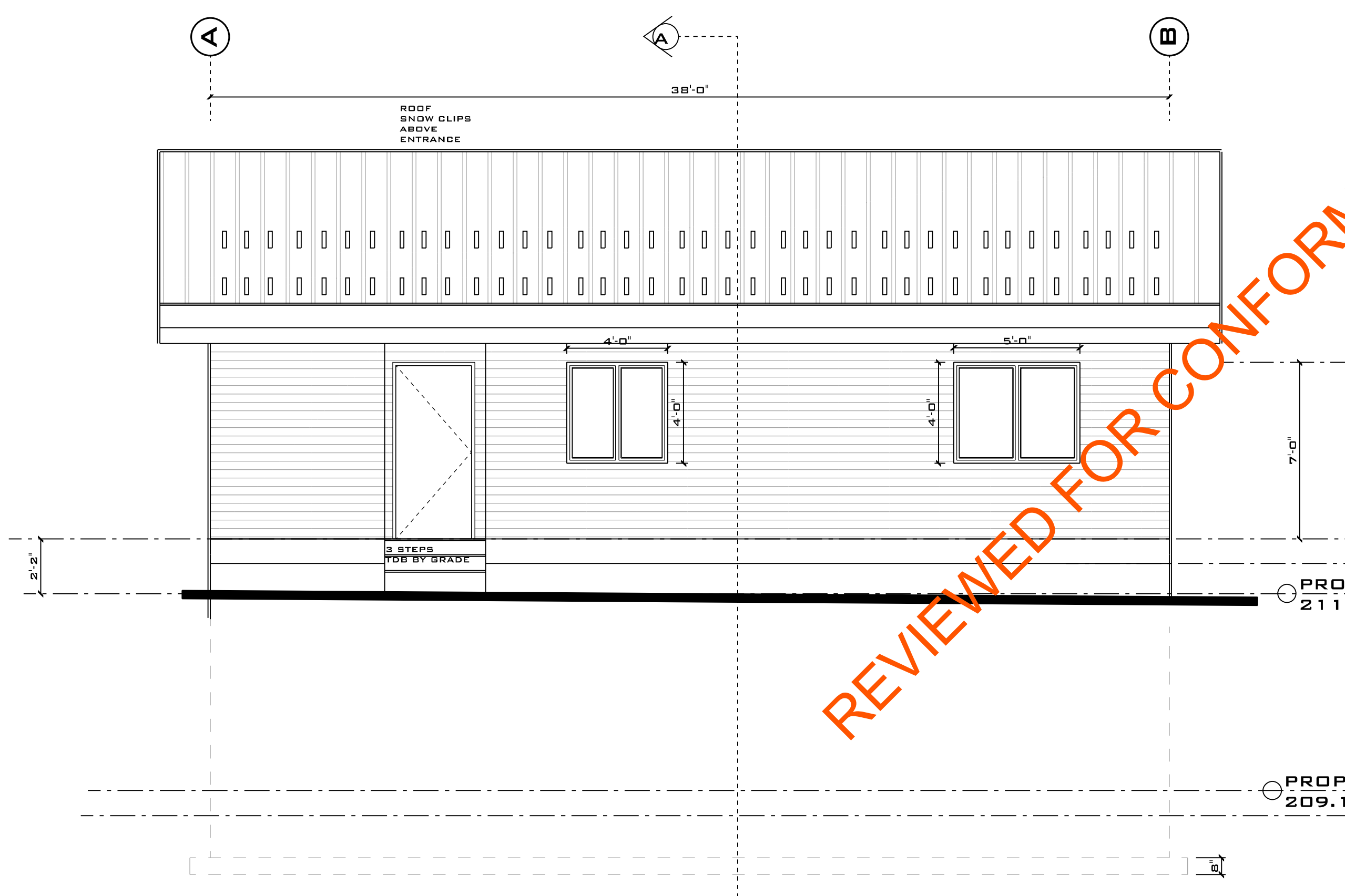
**SOUTH ELEVATION**

WALL AREA = 37.6 SQ M 404.2 SQ FT  
 LIMITING DISTANCE = 15.0M  
 ALLOWABLE OPENINGS = LIMITLESS  
 ACTUAL OPENINGS = 19.5 SQFT (1.8M2)



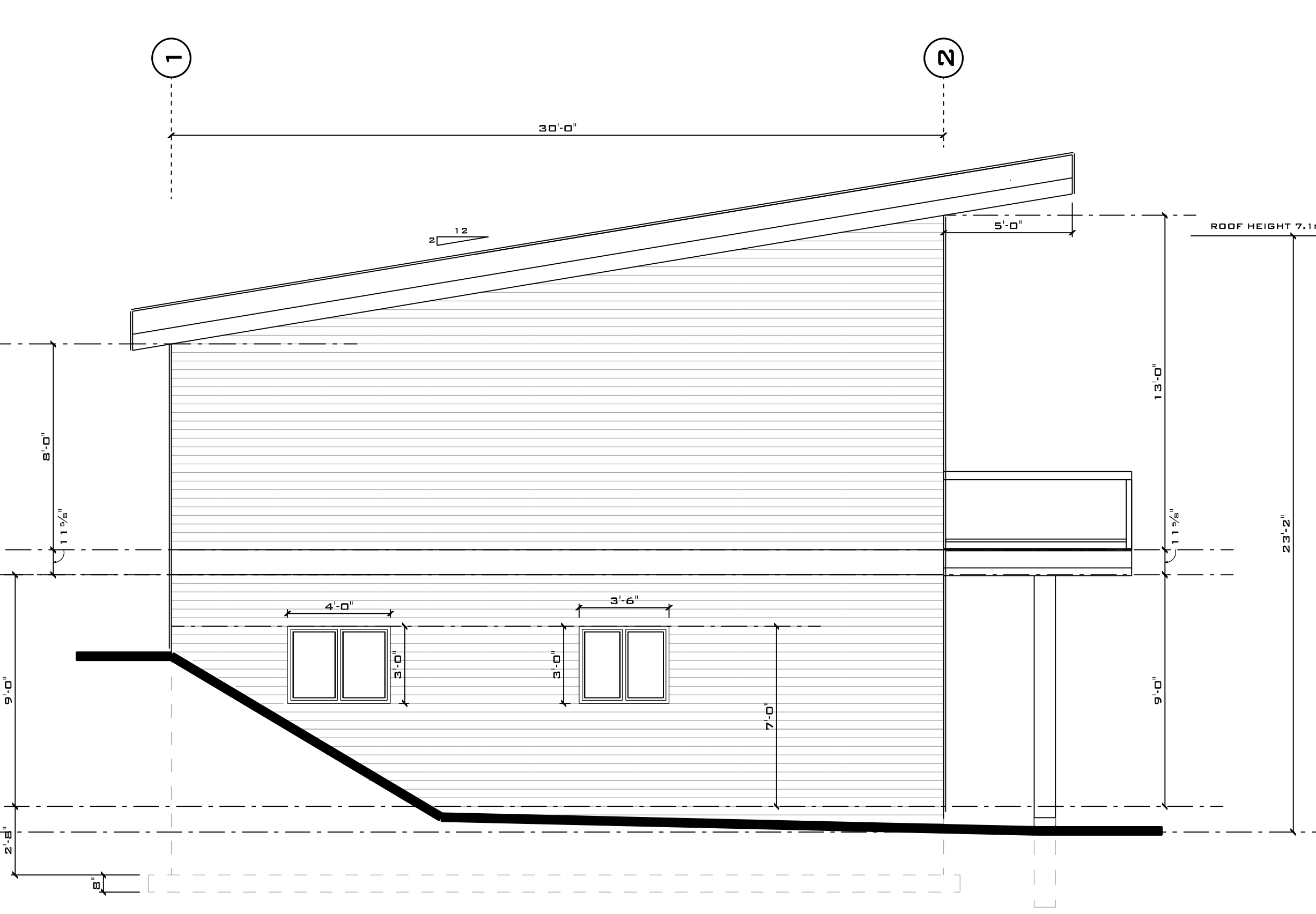
**WEST ELEVATION**

WALL AREA = 37.6 SQ M 404.2 SQ FT  
 LIMITING DISTANCE = 15.0M  
 ALLOWABLE OPENINGS = LIMITLESS  
 ACTUAL OPENINGS = 0.0 SQFT (0.0M2)



**SOUTH ELEVATION**

WALL AREA = 37.6 SQ M 404.2 SQ FT  
 LIMITING DISTANCE = 7.5M  
 ALLOWABLE OPENINGS = LIMITLESS  
 ACTUAL OPENINGS = 19.5 SQFT (1.8M2)



**EAST ELEVATION**

WALL AREA = 37.6 SQ M 404.2 SQ FT  
 LIMITING DISTANCE = 7.5M  
 ALLOWABLE OPENINGS = LIMITLESS  
 ACTUAL OPENINGS = 19.5 SQFT (1.8M2)

REVIEWED FOR CONFORMITY TO DESIGN GUIDELINES. 7TH DECEMBER 2020





REVISIONS

SUNSTONE LOT F7  
 PEMBERTON BC  
 PID 007-820-607

MATERIALS ELEVATIONS

PROJECT DWG.

10:56 AM  
 MONDAY, DECEMBER 7, 2020

66-6 127 EABLE RIDGE  
 WHISTLER BC  
 CANADA

MATHIES DESIGN

0 404-608-8875  
 E JRMATHIES@YAHOO.COM

DATE: MONDAY, DECEMBER 7, 2020  
 DRAWN BY: J.M.  
 SCALE: 1/4" = 1' - 0" U.N.D.

NOTE: ALL ASPECTS OF CONSTRUCTION SHALL CONFORM TO THE OCCUPANCY RESIDENTIAL "0"

**R1**

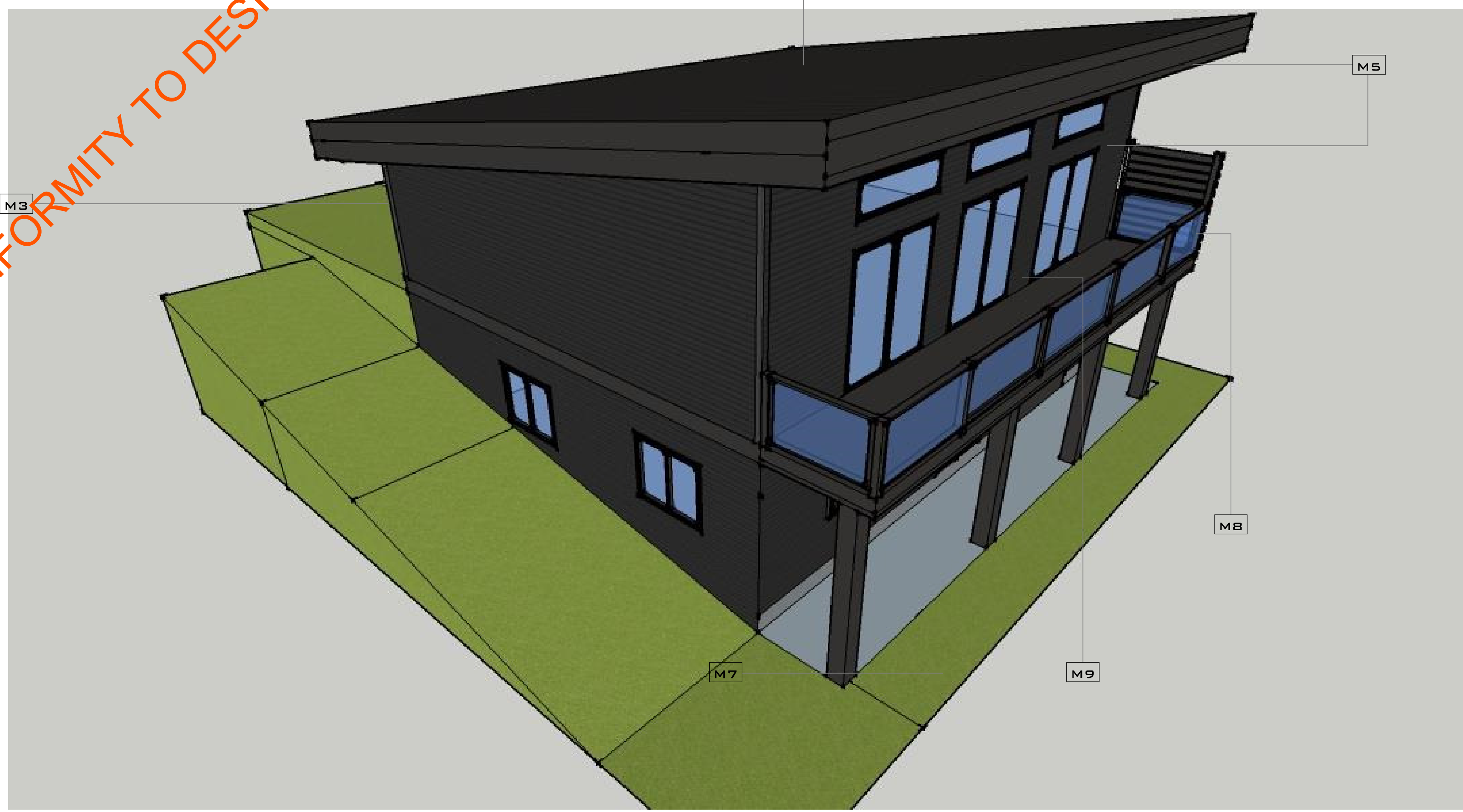
# PERSPECTIVE & MATERIALS RENDERINGS



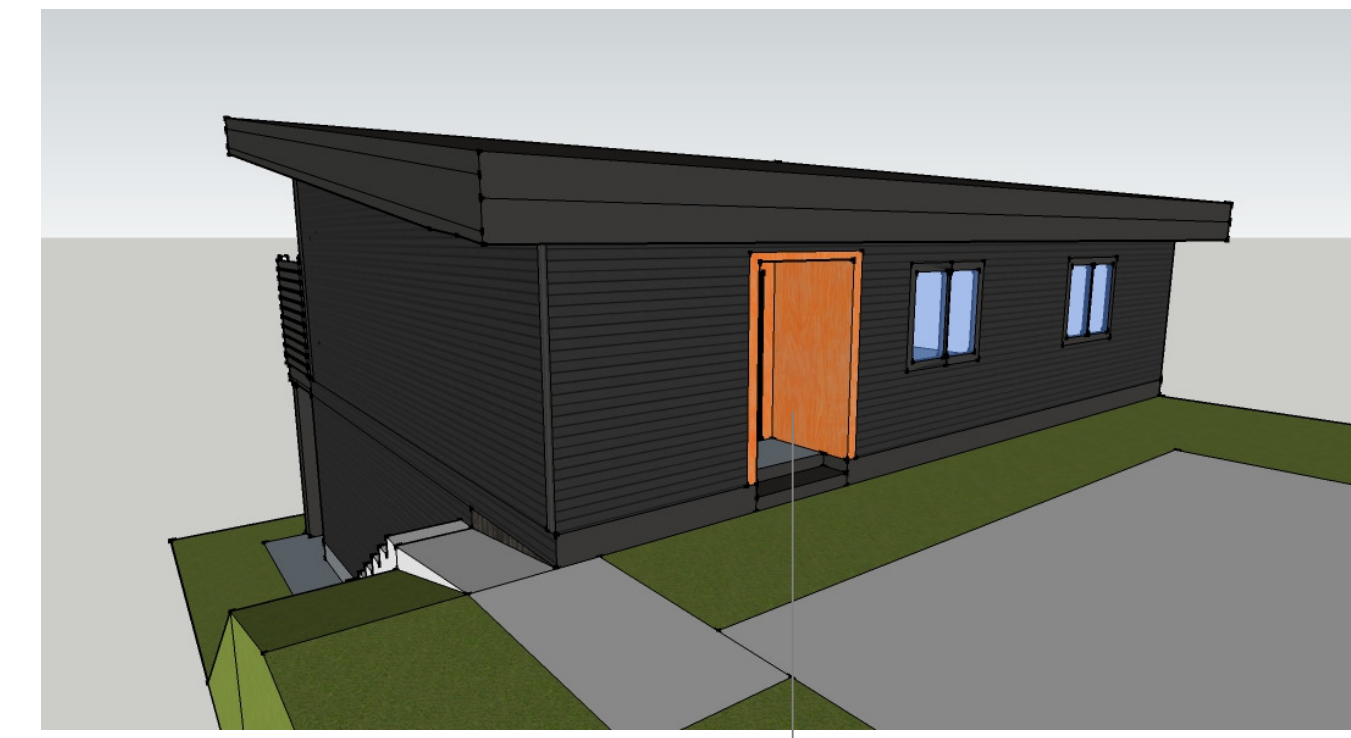
- M1 METAL PROLOK 12" BLACK MIN SNOW SHEET ON 2/12 PITCH
- M2 FIR FACIA PAINTED TO MATCH POST, BEAMS AND SIDING
- M3 HARDPLANK 4x12 EXTERIOR CLADDING IRON GREY (BLACK)

- M5 WINDOW & DOORS VINYL BLACK TRIPLE PANE (OR AS PER RSI CALCULATIONS) SPECS. AND SCHEDULE AS PER MANUFACTURER -OASISWINDOWS
- M6 ASPHALT PAVING AS PER BUILDER AND OWNERS SPECS.
- M7 PRESSURE TREATED POST BEAMS AND DECKING CHARCOAL BLACK AS PER BUILDER OWNER SPECS TO MATCH
- M8 DECK FACIA TO MATCH ROOF FACIA

## PRESPECTIVE B



## PRESPECTIVE A



- M9 SLOPED COVERED DECKING VINYL MEMBRANE
- M10 ALUMINUM RAILINGS TO MATCH WINDOW TRIM WITH GLASS FRONT MOUNTED AS TO NOT EFFECT MEMBRANE
- M11 SOFFIT NATURAL PINE BUGSCREEN ROOF VENTING AS REQUIRED
- M12 CONCRETE FINISH LANDSCAPING AS PER OWNERS SPECS
- M13 PRIVACY SHADE FINISH PAINTED TO MATCH DECK AND FACIA
- FRONT ENTRANCE WOOD SIDING TO MATCH SOFFIT

REVIEWED FOR CONFORMITY TO DESIGN GUIDELINES. 7TH DECEMBER 2020



1. Application

**Lidstone & Company**  
**1300-128 W Pender St**  
**Vancouver BC V6B 1R8**  
**(604) 899-2269**

2. Description of Land

PID/Plan Number	Legal Description
<b>030-665-272</b>	<b>LOT 7 DISTRICT LOT 211 LILLOOET DISTRICT PLAN EPP88381</b>

3. Nature of Interest

Type	Number	Additional Information
<b>COVENANT</b>		
<b>PRIORITY AGREEMENT</b>		<b>Granting Covenant registered one number prior to this Agreement priority over CA8385479.</b>

4. Terms

Part 2 of this instrument consists of:  
**(b) Express Charge Terms Annexed as Part 2**

5. Transferor(s)

**JANIE MARCOUX, AS JOINT TENANT AS TO AN UNDIVIDED 99/100 INTEREST**

**SACHA PATOINE-TROIANOVICI, AS JOINT TENANT AS TO AN UNDIVIDED 99/100 INTEREST**

**JANIE MARCOUX, AS JOINT TENANT AS TO AN UNDIVIDED 1/100 INTEREST**

**SACHA PATOINE-TROIANOVIC, AS JOINT TENANT AS TO AN UNDIVIDED 1/100 INTEREST**

**JEAN-LOUIS MARCOUX, AS JOINT TENANT AS TO AN UNDIVIDED 1/100 INTEREST**

**TORONTO-DOMINION BANK, AS TO PRIORITY**

6. Transferee(s)

<b>VILLAGE OF PEMBERTON</b>	N/A
PO BOX 100	
PEMBERTON BC V0N 2L0	

7. Additional or Modified Terms

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 terms, if any.

Witnessing Officer Signature

Execution Date

Transferor Signature(s)

\_\_\_\_\_

YYYY-MM-DD
------------

\_\_\_\_\_  
**JANIE MARCOUX**

**Officer Certification**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Witnessing Officer Signature

Execution Date

Transferor Signature(s)

\_\_\_\_\_

YYYY-MM-DD
------------

\_\_\_\_\_  
**SACHA PATOINE-TROIANOVICI**

**Officer Certification**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Witnessing Officer Signature

Execution Date

Transferor Signature(s)

\_\_\_\_\_

YYYY-MM-DD
------------

\_\_\_\_\_  
**JEAN-LOUIS MARCOUX**

**Officer Certification**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.



Witnessing Officer Signature

\_\_\_\_\_

Execution Date

YYYY-MM-DD

Transferor Signature(s)

**THE TORONTO-DOMINION BANK**  
AS TO PRIORITY  
By their Authorized Signatory

\_\_\_\_\_

**Officer Certification**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Witnessing Officer Signature

\_\_\_\_\_

Execution Date

YYYY-MM-DD

Transferor Signature(s)

**VILLAGE OF PEMBERTON**  
By their Authorized Signatory

\_\_\_\_\_

**Officer Certification**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

**Electronic Signature**

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

\_\_\_\_\_

TERMS OF INSTRUMENT - PART 2

**SECTION 219 COVENANT**

THIS AGREEMENT dated the 31<sup>st</sup> day of May, 2021.

BETWEEN:

**JANIE MARCOUX** and **SACHA PATOINE-TROIANOVICI**, having an address at 321-4368 Main Street, Whistler, British Columbia, V8E 1B6 as to an undivided 99/100 interest as joint tenants

AND:

**JANIE MARCOUX, SACHA PATOINE-TROIANOVICI, and JEAN-LOUIS MARCOUX**, having an address at 321-4368 Main Street, Whistler, British Columbia, V8E 1B6 as to an undivided 1/100 interest as joint tenants

(collectively, the "**Covenantor**")

AND:

**VILLAGE OF PEMBERTON**, a municipality under the *Local Government Act* (BC) and having an address at 7400 Prospect Street, Pemberton, British Columbia, V0N 2L0

(the "**Village**")

WHEREAS

A. The Covenantor is the registered owner of the Lands herein legally described as:

PID: 030-665-272, LOT 7 DISTRICT LOT 211 LILLOOET DISTRICT PLAN EPP88381

(the "**Lands**");

B. The works located on the Lands and shown on Schedule A (the "**Works**") encroach approximately 0.23 metres into a statutory right of way for the benefit of the Village, registered with the Land Title Office as EPP88382 (the "**SRW**"), in the location shown on the BC Land Surveyor's Building Location Certificate prepared by Highmark Land Surveying And Engineering Ltd., dated May 21, 2021, which is attached as Schedule B (the "**Encroachment Area**");

{00718621;5}

- C. Section 219 of the *Land Title Act*, RSBC 1996 , c 250, permits the registration of a covenant of a positive or negative nature in favour of the Village in respect of the use of the Lands or the use of a building on or to be erected on the Lands; and
- D. The Covenantor desires to grant this Agreement and the Village is agreeable to accepting the Covenant on the terms and conditions contained herein.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the terms of this Agreement and the sum of \$1.00 now paid by the Village to the Covenantor, the receipt and sufficiency of which is hereby acknowledged, the Covenantor hereby covenants and agrees as follows:

- 1. **Grant of Encroachment:** The Village, subject to the terms of this Agreement, grants the Covenantor permission to encroach on, over or under the Encroachment Area for the purpose of
  - (a) constructing, inspecting, maintaining, repairing and removing the Works;
  - (b) permitting the Works to remain in the Encroachment Area;
  - (c) making use of, enjoying and having the benefit of the Works;
  - (d) restoring the Encroachment Area on termination of this Agreement; and
  - (e) generally doing all acts, things and matters which are reasonably necessary or incidental to the exercise of the foregoing.
- 2. **Covenantor's Covenants:** The Covenantor, being the registered owner of the Lands, hereby grants a covenant to the Village that:
  - (a) they shall not undertake any construction, excavation or any other work in the Encroachment Area without the written permission of the Village;
  - (b) they shall not permit the Works to encroach other than in the location and to the extent shown in Schedule B;
  - (c) the Works will not be further built on, added to, repaired or altered as the case may be without the prior written permission of the Village;
  - (d) they shall comply with all of their obligations under this Agreement and, subject to the terms of this Agreement, they shall abide by all terms of the SRW;
  - (e) the Lands shall not be used in a manner which damages the SRW; and



- (f) the Lands shall only be used and developed in accordance with the bylaws of the Village and other applicable enactments as they may be from time to time.
3. **Agreement Runs with Lands:** The restrictions and covenants in this Agreement are covenants running with the Lands.
  4. **Powers Preserved:** Nothing in this Agreement affects the Village's rights and powers in the exercise of its statutory functions under its statutes, bylaws, resolutions, orders and regulations, all of which may be fully exercised in relation to the Lands as if this Agreement had not been granted.
  5. **Indemnity:**
    - (a) The Covenantor indemnifies and saves harmless the Village and its officers, employees, agents and elected officials from and adjacent all loss, damage, costs, suits and actions and claims of any kind, however caused, whether known or unknown, arising out of or in any way connected with:
      - (i) the grant of this Agreement, including without limitation, the permission to encroach;
      - (ii) the existence or use of the Encroachment Area on the SRW;
      - (iii) the construction, maintenance, existence, use or removal of the Works; or
      - (iv) any injury to person (including bodily injury or death) or damage to or loss of property on or about the Encroachment Area.
    - (b) The indemnity in Subsection (a) includes, without limiting the generality of the foregoing, a claim for loss or injury to persons or to property due to the Covenantor's negligence or to the Covenantor's failure to comply with the Village's bylaws and other applicable enactments or any one of them or with any provision of this Agreement.
    - (c) The indemnification provisions contained in this section shall survive the discharge or termination of this Agreement.
  6. **Liability of Covenantor:** No finding of negligence, whether joint or several, as against the Village in favour of any third party in an action to which the Covenantor was not a party, shall operate to relieve or shall be deemed to relieve the Covenantor in any manner from any liability to the Village, whether such liability arises under this Agreement, under the provisions of the *Local Government Act* or the *Community Charter* as amended from time to time or otherwise.

{00718621;5}

7. **Release:** The Covenantor releases the Village and its officers, employees, agents and elected officials from all manner of claims of any kind, whether known or unknown, which the Covenantor now has, or at any time may have, however caused, arising out of or in any way connected with the permission to encroach granted by this Agreement, the existence or use of the Encroachment Area on the SRW, the construction, maintenance, existence, use or removal of the Works, or the exercise by the Village of any of its rights in this Agreement.
8. **Removal of Works:**
- (a) The Covenantor shall remove the Works from the Encroachment Area:
    - (i) prior to the sale of the Lands or a portion of them unless, prior to the sale, the purchaser of the Lands enters into an agreement satisfactory to the Village;
    - (ii) upon the damage or destruction of the Works located on the Lands to the extent of 75% or more of its value above its foundations, as determined by the Village's building inspector; or
    - (iii) upon the termination of this Agreement in accordance with Section 15.
  - (b) The Covenantor's personal obligations in this Agreement continue until specifically discharged in writing by the Village. The Village shall grant a discharge to the Covenantor if the purchaser enters an assumption agreement satisfactory to the Village.
  - (c) If the Covenantor fails to remove the Works as required by this section, the Village may, in its sole discretion, cause the Works to be removed at the expense of the Covenantor. The Covenantor shall pay the Village the expenses incurred by the Village forthwith on demand.
  - (d) The Village or its contractors may enter on to the Lands to remove the Works pursuant to this section.
9. **Charge on Lands:** All amounts owed to the Village under this Agreement that are not paid by the end of any calendar year, whether by default or otherwise, shall be deemed to be a charge or lien on the Lands with priority over any claim, lien, privilege or encumbrance of any person except the Crown. The registration of any document is not required to preserve this charge. It is in addition to all other remedies the Village has for the collection of the amount owed. The amount of the charge may be collected by the Village in the same manner and with the like remedies as ordinary taxes on land and improvements under the *Local Government Act* and the *Community Charter* as amended from time to time.

10. **Covenants Binding:** The Covenantor agrees that:
  - (a) the covenants, promises and agreements herein contained have been made as contractual obligations as well as being made pursuant to Section 219 of the *Land Title Act* and as such shall be binding on the Covenantor and his successors and assigns; and
  - (b) nothing herein shall be deemed to constitute a waiver of any lawful requirement with which the Covenantor would otherwise have to comply.
11. **No Interest in Encroachment Area:** This Agreement does not give the Covenantor any legal or equitable interest of any kind in the Encroachment Area.
12. **Maintenance of Works:** The Covenantor shall at all times and at his own expense keep and maintain the Works in good and sufficient repair to the satisfaction of the Village. If the Covenantor fails to keep the Works in good repair to the satisfaction of the Village, the Village may, in its sole discretion, cause such repairs to be made, including structural changes, as it deems necessary at the Covenantor's expense. The Covenantor shall pay the costs of the repairs to the Village forthwith on demand.
13. **Insurance:** The Covenantor shall take out and maintain, with such companies and on such terms as are acceptable to the Village, at the Covenantor's expense, at all times while this Agreement is in force, comprehensive general liability insurance covering without limitation premises and operations liability, and contractual liability. The limits of liability for personal injury, property damage and contractual liability combined shall be for not less than \$2,000,000 for each occurrence or such other reasonable amount as may be determined by the Village from time to time for each occurrence. The Village shall be added as an additional named insured under the policies of comprehensive general liability insurance. A cross liability clause shall be made part of the policies of comprehensive general liability insurance. All policies shall provide that they shall not expire, be cancelled or be materially changed without at least thirty (30) days prior written notice to the Village by registered mail. Prior to the commencement of any work hereunder, and otherwise as the Village may request, the Covenantor shall file with the Village certified copies of each insurance policy required hereunder, or such other proof satisfactory to the Village that all such policies are in force as may be applicable. Should the Covenantor neglect to obtain or maintain insurance as aforesaid or to deliver the policy or policies thereof to the Village, the Village shall have the right to, but shall not be obligated to, obtain or maintain such insurance, and the Covenantor hereby appoints the Village its true and lawful attorney to do all things necessary for this purpose. All monies expended by the Village for insurance premiums under the provisions of this section shall be charged to the Covenantor and payable by the Covenantor

to the Village forthwith on demand. The Village may modify or revise any of the Covenantor's insurance requirements at its sole discretion.

14. **Security:**

(a) As security for the obligations of the Covenantor, the Village in its sole discretion may require that:

(i) immediately upon execution of this Agreement or at any time thereafter, the Covenantor deposit with the Village security in a form and amount satisfactory to the Village; or

(ii) the Covenantor have the Village named as an additional named insured on an insurance policy in a form and amount satisfactory to the Village.

(b) The Village retains the right on the termination of this Agreement to proceed with the enforcement of any security or indemnity provided in this Agreement or otherwise, including to use the security taken to offset any costs of legal action to obtain compliance by the Covenantor to any provision of this Agreement.

15. **Termination and Discharge:** The Covenantor may request this Agreement be terminated and discharged from the Lands upon removal of the Works from the Encroachment Area, subject to the Covenantor's obligations in Section 8.

16. **Access by Village:** The Village's servants or agents shall have the right at any and all times to enter into and upon the Lands for the purpose of constructing, maintaining, inspecting or removing any public works or utility in the vicinity of the Encroachment Area or for the purpose of maintaining or removing the Works under this Agreement.

17. **Reimbursement by Covenantor:** In the event of any alteration or change made necessary to any meter, water service, sewer or other public works or utility in the vicinity of the Lands by the construction, maintenance, use or removal of the Works, the Covenantor shall reimburse the Village for whatever expenses it may incur in making the alterations or changes that are deemed necessary by the Village.

18. **Status of the SRW:** This Agreement does not in any way restrict the right of the Village at any time to exercise all of its rights under the SRW, despite the presence of the Works in the Encroachment Area, even if the effect of the Village exercising its rights under the SRW may impact the Covenantor's use of the SRW, the Encroachment Area, or both.

19. **Waiver:** The waiver of default by either party shall not be deemed to be a waiver of any subsequent default by that party.
20. **Notice:** Whenever it is required or desired that either party deliver or serve a notice on the other, the delivery or service shall be deemed to be satisfactory if and deemed to have occurred when the notice has been:
  - (a) served personally, on the date of service; or
  - (b) mailed by pre-paid registered mail, on the date received or on the sixth day after receipt of mailing by any Canada Post office, whichever is the earlier, so long as the notice is mailed to the party at the address on the first page of this Agreement for that party or to whatever address to which the parties from time to time may in writing agree, except that in the event of a strike or disruption in postal service, the notice shall not be deemed to be received until actually received.
21. **Opinion of Village Engineer:** Any opinion which the Village is entitled to form in this Agreement may be formed on behalf of the Village by the Village Engineer, in which event the opinion of the Village Engineer shall be deemed to be the opinion of the Village for the purposes of this Agreement.
22. **Invalidity of Part of Agreement:** If any part of this Agreement is for any reason held to be invalid by the decision of a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this Agreement.
23. **Covenantor to do all acts:** The Covenantor shall at their own expense do or cause to be done all acts within their power reasonably necessary to grant priority to this Agreement over all financial charges and encumbrances which may have been registered against the title to the Lands, except those approved in writing by the Village.
24. **Agreement Binding on Successors and Assigns:** Every reference to the parties is deemed to include the heirs, executors, administrators, successors, assigns, employees, agents, officers, elected officials and invitees of the parties.
25. **Enurement:** This Agreement shall enure to the benefit of and be binding on the Covenantor notwithstanding any rule of law or equity to the contrary.
26. **Interpretation:** Wherever the singular or masculine is used in this Agreement the same shall be construed as meaning the plural, feminine or body corporate or politic where the context so requires.
27. **Further Acts:** The parties hereto shall do all things and execute all documents which may be necessary to give proper effect to the intention of this Agreement.

{00718621;5}

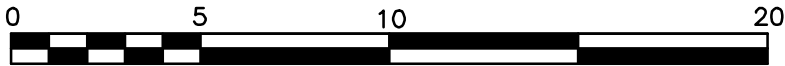
28. **Applicable Law:** This Agreement shall be governed and construed in accordance with the laws of the Province of British Columbia.

IN WITNESS WHEREOF the parties have executed the Forms C & D attached to this Agreement.





# BC LAND SURVEYOR'S BUILDING LOCATION CERTIFICATE ON LOT 7, DL 211, LILLOOET DISTRICT, PLAN EPP88381



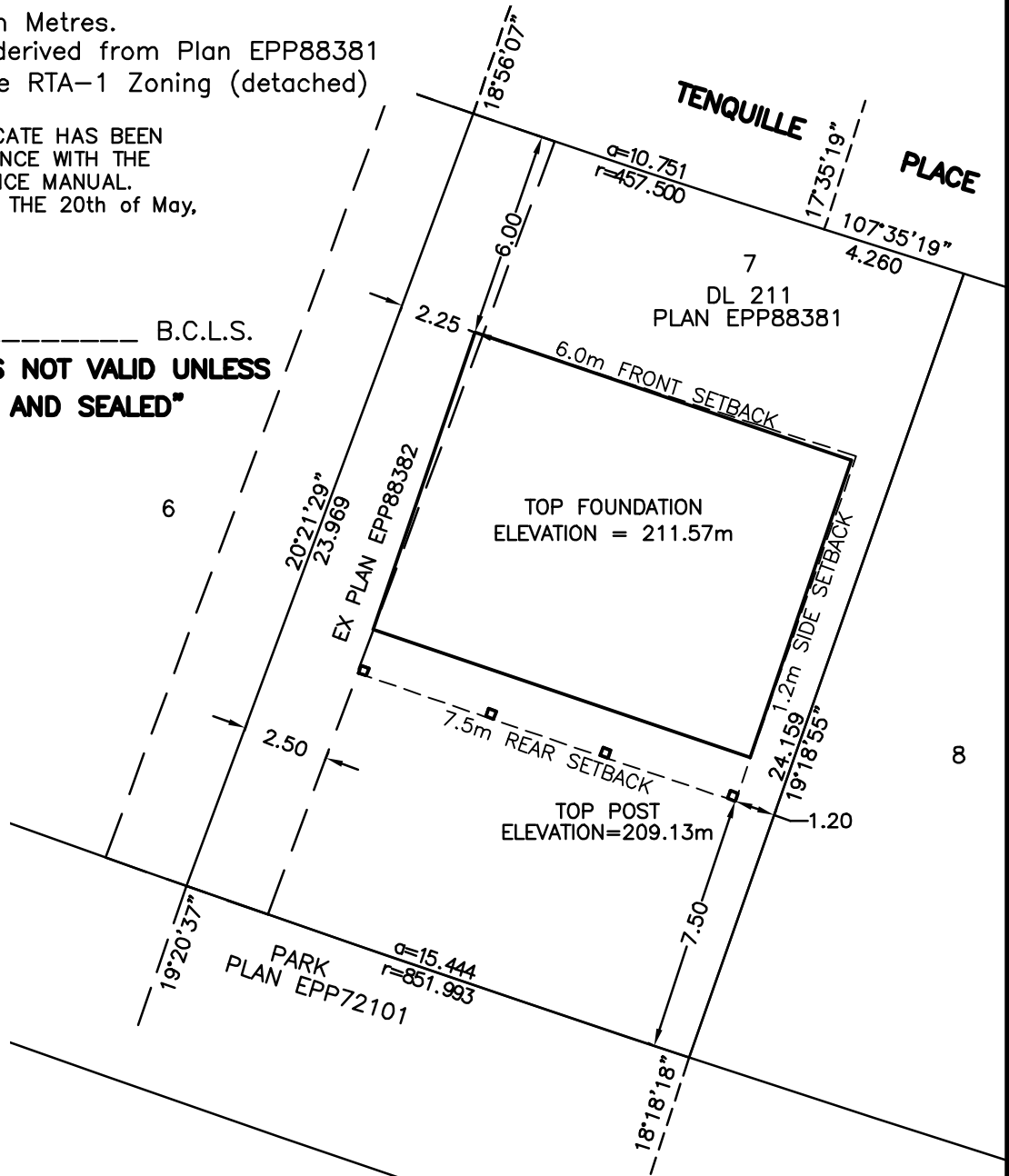
SCALE 1:200

All Distances are in Metres.  
 Bearings are grid derived from Plan EPP88381  
 Setbacks shown are RTA-1 Zoning (detached)

THIS LOCATION CERTIFICATE HAS BEEN PREPARED IN ACCORDANCE WITH THE PROFESSIONAL REFERENCE MANUAL. CERTIFIED CORRECT ON THE 20th of May, 2021.

B.C.L.S.

**"THIS DOCUMENT IS NOT VALID UNLESS ORIGINALLY SIGNED AND SEALED"**



THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN HEIGHT BY 216mm IN WIDTH (A SIZE)

<p>ISSUED TO:                  Sacha Patoine-Troianovici                  321-4368 MAIN ST                  WHISTLER, BC                  V8E 1B6</p>	<p>CIVIC ADDRESS : 3012 TENQUILLE PLACE, PEMBERTON, BC                  PID NO.: 030-665-272                  CHARGES, LIENS, AND INTERESTS: CA6503577, CA6503578, CA6503589, CA7251734, CA7273860, CA75978692, CA7597863, CA8385479                  IMPROVEMENT TYPE: FOUNDATION                  PERMIT No.: BP# 1996</p>
<p>HIGHMARK LAND SURVEYING AND ENGINEERING LTD.                  Phone:604-966-3733                  Email:info@hmse.ca Web:www.hmse.ca</p>	<p>NO RESPONSIBILITY, LIABILITY, OR DAMAGES ARE ACCEPTED FOR UNAUTHORIZED USE OF THIS DOCUMENT BY THIRD PARTIES OR FOR USES OTHER THAN MUNICIPAL PURPOSES. IT MUST NOT BE USED FOR THE LOCATION OF BOUNDARIES OR ANY OTHER USE.</p>

Village of Pemberton



## **PRIORITY AGREEMENT**

THE TORONTO-DOMINION BANK (the "Chargeholder") is the holder of a mortgage encumbering the Lands which mortgage is registered in the Land Title Office under number CA8385479 (the "Mortgage").

The Chargeholder, being the holder of the Mortgage, by signing the Form C General Instrument and Form D Executions attached hereto as Part I, in consideration of the payment of Ten Dollars (\$10.00) and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged and agreed to by the Chargeholder) hereby consents to the granting of this Section 219 Covenant and hereby covenants that this Section 219 Covenant will bind the Bank Charges in the Lands and will rank in priority upon the Lands over the Bank Charges as if the Section 219 Covenant had been registered prior to the Bank Charges and prior to the advance of any monies pursuant to the Bank Charges. The grant of priority is irrevocable, unqualified and without reservation or limitation.