



CAPITAL REGIONAL DISTRICT

DEVELOPMENT PERMIT WITH VARIANCE NO. DV000067

1. This Development Permit with Variance is issued under the authority of Sections 490 and 498 of the *Local Government Act* and subject to compliance with all of the bylaws of the Regional District applicable thereto, except as specifically varied or supplemented by this Permit.
2. This Development Permit with Variance applies to and only to those lands within the Regional District described below (legal description), and any and all buildings, structures, and other development thereon:
PID: 004-243-692;
Legal Description: Lot 1, Section 43, Highland District, Plan 14620 (the "Land")
3. This development permit authorizes construction of alterations to the single-family dwelling, accessory building and carport and installation of a retaining wall (the "development") on the Land, located within the development permit areas established under the Willis Point Comprehensive Community Plan, Bylaw No. 3027, 2002, Schedule A, Section 4.10.3 (Steep Slopes) and Section 4.10.4 (Foreshore, Wetlands and Riparian Areas), in accordance with the plans submitted to the CRD and dated March 18, 2019 and April 24, 2019 and subject to the conditions set out in this Permit.
4. The conditions under which the development referred to in section 3 may be carried out are as follows:
 - a. That the components of the development occur within the areas identified as "Proposed" on the Site Plan, prepared by Helliwell + Smith Blue Sky Architecture Inc., dated April 24, 2019 and that the remainder of the Land outside the Proposed area remain free of development;
 - b. That the development comply with the recommendations outlined in the report prepared by Andrew Jackson, P.Geo., Eng.L., of Ryzuk Geotechnical (the "Geotechnical Report") dated April 18, 2019;
 - c. That, upon substantial completion of the development, a final report be submitted from a qualified professional confirming that the recommendations outlined in the Geotechnical Report have been completed in accordance with the report;
 - d. That disturbed areas within the steep slopes and the foreshore development permit areas be properly revegetated using plant material indigenous to the site or other suitable non-invasive species designated as acceptable by the CRD.
5. The Capital Regional District's Bylaw No. 3027, Schedule B, is varied under section 498 of the *Local Government Act* as follows:
 - a. That Schedule B, Part IV, Section 22 2(d) be varied by:
 - i. reducing the rear setback of the Community Residential One (CR-1) zone from 6 m to 1.5 m for the purpose of reconstructing the single-family dwelling, as shown on the Site Plan, dated April 24, 2019, and Building Plans, dated March 15, 2019, prepared by Helliwell + Smith Blue Sky Architecture, attached;
 - ii. reducing the rear setback for accessory buildings in the Community Residential One (CR-1) zone from 1.5 m to 0.1 m for the purpose of renovating the existing accessory building and creating a garden terrace, as shown on the Site Plan, dated April 24, 2019, prepared by Helliwell + Smith Blue Sky Architecture, attached;
 - iii. reducing the exterior side setback of the Community Residential One (CR-1) zone from 4.6 m to 0.8 m for the purpose of improving the existing carport and retaining wall, as shown on the Site Plan, dated April 24, 2019, prepared by Helliwell + Smith Blue Sky Architecture, attached.
6. Notice of this Permit shall be filed in the Land Title Office at Victoria as required by Section 503 of the *Local Government Act*, and the terms of this Permit (DV000067) or any amendment hereto shall be binding upon all persons who acquire an interest in the land affected by this Permit.
7. If the holder of a permit does not substantially start any construction permitted by this Permit within 2 years of the date it is issued, the permit lapses.



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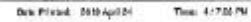
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8. The land described herein shall be developed strictly in accordance with the terms and conditions and provisions of this Permit, and any plans and specifications attached to this Permit which shall form a part hereof.
9. The following plans and specifications are attached to and form part of this Permit:
 - a. Site Plan prepared by Helliwell + Smith Blue Sky Architecture, dated April 24, 2019;
 - b. Building Plans prepared by Helliwell + Smith Blue Sky Architecture, March 15, 2019;
 - c. Geotechnical Report prepared by Ryzuk Geotechnical, dated April 18, 2019.
10. This Permit is NOT a Building Permit.
11. In issuing this Development Permit, the CRD does not represent or warrant that the land can be safely developed and used for the use intended and is acting in reliance upon the conclusions of the Geotechnical Report regarding the conditions to be followed for the safe development of the land.

RESOLUTION PASSED BY THE BOARD, THE _____ day of _____, 2019.

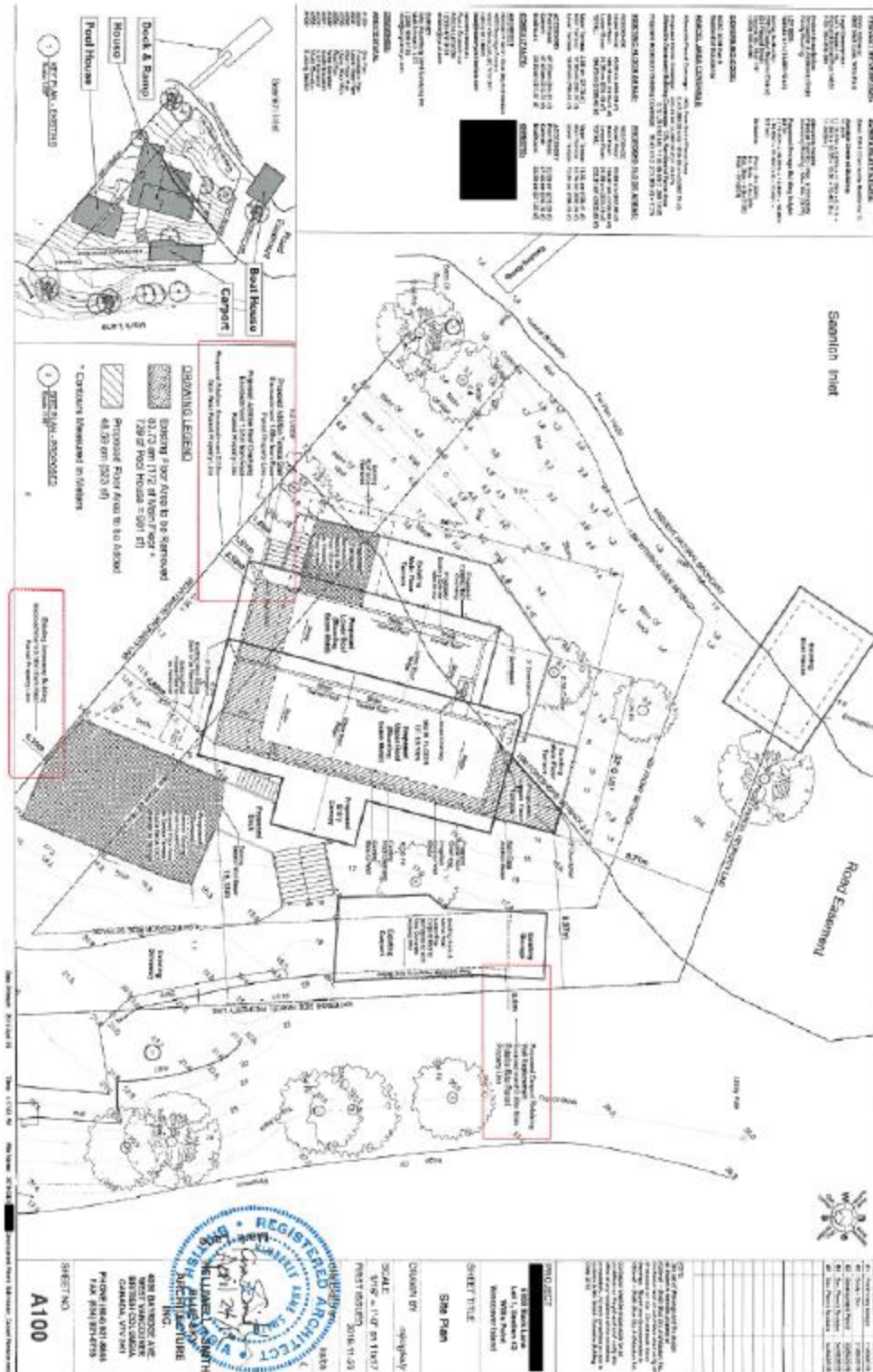
ISSUED this _____ day of _____, 2019

Corporate Officer





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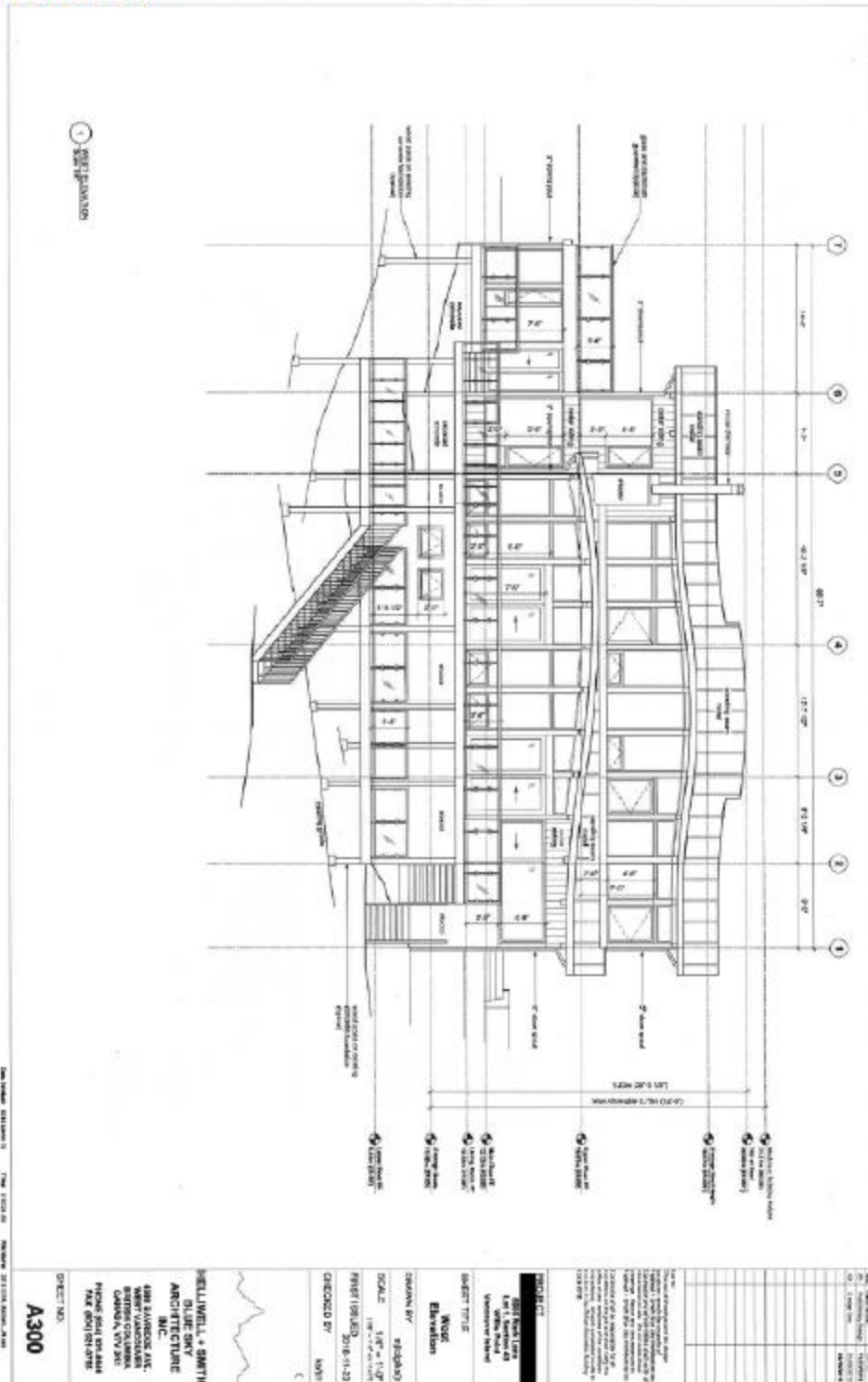


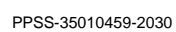


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Attachment 2: Building Plans







Attachment 3: Geotechnical Report

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RYZUK GEOTECHNICAL
Engineering & Materials Testing

28 Crease Avenue, Victoria, BC, V8Z 1S3 Tel: 250-475-3131 Fax: 250-475-3811 www.ryzuk.com

April 18, 2019
File No: 9145-1



Attn: [REDACTED]

Dear [REDACTED]

Re: Proposed Renovation
6900 Mark Lane – Willis Point, BC

As requested, we visited the referenced site in October of 2018 to carry out a visual geotechnical assessment of the existing conditions of the property where renovations are proposed. The site is located within the Willis Point area of the Juan de Fuca Electoral Area, and falls within Development Permit Area (DPA) No.1 "Steep Slopes", No. 2 "Foreshire" of the Capital Regional District Comprehensive Development Plan (Bylaw N0.3027, 2002). To conform with the Bylaw this assessment is required in support of a proposed renovation. Our associated observations, comments, and recommendations in this regard are contained herein. Our work has been carried out in accordance with, and is subject to, the attached Terms of Engagement.

The property is located along the western shoreline of the Saanich peninsula overlooking Finlayson Arm. The site is generally bounded to the north by a parkland right of way, to the south by developed similar residential lot, to the east by Mark Lane, and to the west by the foreshore of Finlayson Arm Inlet. The terrain slopes down from the road towards the west at a steep inclination of approximately 40 degrees from horizontal. This slope generally continues down to the shoreline with inclusion of some benched areas in between which are occupied by an existing driveway and residential structures including a carport, a pool house, and a main residence. A boathouse and seawall exist at the shoreline accessed by a wooden staircase extending from the main residence. The overall relief of the lot is approximately 25 meters.

We understand that the proposed addition / renovation work would be generally limited to the eastern areas of the main residence and the existing carport, as shown on the architectural plans submitted for the permit. The construction would require local excavation in the immediate vicinity of the buildings such that the new foundations extend to bedrock. No significant

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drainage alterations would be necessary and no work would be carried out within the foreshore setback area.

We observed the bedrock to consist of variably fractured meta-volcanic gneiss. A primary joint set was identified to be approximately coincident with the overall slope of the site at 40 degrees. Secondary joint sets were noted to be dipping into the slope and some striking perpendicular to the slope fall. We consider the bedrock controlled site to be globally stable, however some small-scale surficial instability may be experienced where soils are present and where local steep cuts in the rock exist.

Within the upper portion of the site we observed that some settlement of the slope crest appears to be occurring along the edge of the driveway as indicated by cracking within the asphalt and rotation of a small retaining/curb wall along the outside. Furthermore, there are indications on the adjacent slope below this area that surficial movement may be occurring as suggested by the growth pattern of trees on the slope.

We also identified that there may be a potential risk for some rock slope instability during a significant seismic occurrence along the area immediately adjacent to the carport where a vertical rock cut extends along the eastern edge. A discontinuous rock and mortar wall extends along portions of this area supporting the carport roof, however, the stabilizing characteristics of this wall may not be adequate and this condition could potentially lead to some degree of slope mobilization as the toe support to the primary joint set has been generally removed. While we expect that some instability may be a risk during a significant seismic event, we do not expect that such an occurrence would result in a large enough failure such that the main residence would be significantly affected from a safe egress perspective. However, such an occurrence could potentially result in significant damage to the existing carport structure and loss of material from above the area, being directly adjacent to the roadway.

We observed that some of the pad footing locations along the lower surrounding deck to the residence appeared to be potentially constructed on fills which may have risk of consolidation or lateral movement in the long term or during seismic ground motions. We also identified one area where a rock and mortar landscaping feature had settled and slipped laterally adjacent to the existing wooden stairs. These existing elements would not be relied upon for the new addition support and therefore repairs or replacement of these elements would not be part of this permit application, but such should be considered for upgrading in the future for long term support conditions. Similarly, no alterations to the slopes, driveway, landscaped areas, or infrastructure is currently proposed, however, we understand that the conditions of these areas are acceptable to the land owners as such.

We consider that the proposed renovations and site improvements would be feasible from a geotechnical perspective. As the site is proximal to the shoreline, pursuant to the Bylaw guidelines, care should be taken to limit sediment ingress to the marine areas if required by installing silt abatement fencing and no drainage alterations or modifications to sloped areas are



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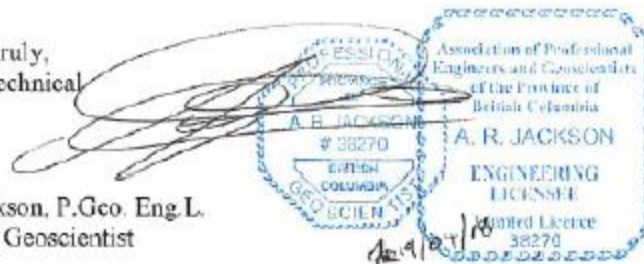
to occur. All new foundations and retaining wall preparations should be reviewed by a qualified professional at the time of construction.

In summary we consider the proposed renovation to be feasible from a geotechnical perspective and that such could be carried without adverse effects to the existing stability conditions of the site. The work would also be completed in accordance with the OCP Guidelines. We therefore consider that the land may be used safely for the use intended for a proposed renovation to an existing residence and carport, pursuant to Section 56 of the Community Charter. Our assessment considered a designed seismic occurrence with a two percent probability of exceedance in 50 years.

We trust the superseding is suitable for your current requirements. Please contact us if you have any questions or concerns.

Yours very truly,
Ryzuk Geotechnical

Andrew Jackson, P.Geo. Eng. L.
Engineering Geoscientist



Attachment – Terms of Engagement

cc: [REDACTED]



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TERMS OF ENGAGEMENT

GENERAL

Ryzuk Geotechnical (the Consultant) shall render the Services, as specified in the agreed Scope of Services, to the Client for this Project in accordance with the following terms of engagement. The Services, and any other associated documents, records or data, shall be carried out and/or prepared in accordance with generally accepted engineering practices in the location where the Services were performed. No other warranty, expressed or implied is made. The Consultant may, at its discretion and at any stage, engage sub-consultants to perform all or any part of the Services.

Ryzuk Geotechnical is a wholly owned subsidiary of C. N. Ryzuk & Associates Ltd.

COMPENSATION

All charges will be payable in Canadian Dollars. Invoices will be due and payable by the Client on receipt of the invoice without hold back. Interest on overdue accounts is 24% per annum.

REPRESENTATIVES

Each party shall designate a representative who is authorized to act on behalf of that party and receive notices under this Agreement.

TERMINATION

Either party may terminate this engagement without cause upon thirty (30) days' notice in writing. On termination by either party under this paragraph, the Client shall forthwith pay to the Consultant its Charges for the Services performed, including all expenses and other charges incurred by the Consultant for this Project.

If either party breaches this engagement, the non-defaulting party may terminate this engagement after giving seven (7) days' notice to remedy the breach. On termination by the Consultant under this paragraph, the Client shall forthwith pay to the Consultant its Charges for the Services performed to the date of termination, including all fees and charges for this Project.

ENVIRONMENTAL

The Consultant's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater. The Consultant will cooperate with the Client's environmental consultant during the field work phase of the investigation.

PROFESSIONAL RESPONSIBILITY

In performing the Services, the Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the Services contemplated in this engagement at the time when and the location in which the Services were performed.

INSURANCE

Ryzuk Geotechnical is covered by Professional Indemnity Insurance as follows:

1. \$ 2,000,000 each and every claim
2. \$ 4,000,000 aggregate
3. \$ 5,000,000 commercial/general liability coverage

LIMITATION OF LIABILITY

The Consultant shall not be responsible for:

1. the failure of a contractor, retained by the Client, to perform the work required for the Project in accordance with the applicable contract documents;
2. the design of or defects in equipment supplied or provided by the Client for incorporation into the Project;
3. any cross-contamination resulting from subsurface investigations;
4. any Project decisions made by the Client if the decisions were made without the advice of the Consultant or contrary to or inconsistent with the Consultant's advice;
5. any consequential loss, injury or damages suffered by the Client, including but not limited to loss of use, earnings and business interruption;
6. the unauthorized distribution of any confidential document or report prepared by or on behalf of the consultant for the exclusive use of the Client;
7. Subsurface structures and utilities



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The Consultant will make all reasonable efforts prior to and during subsurface site investigations to minimize the risk of damaging any subsurface utilities/mains. If, in the unlikely event that damage is incurred where utilities were unmarked and/or undetected, the Consultant will not be held responsible for damages to the site or surrounding areas, utilities/mains or drilling equipment or the cost of any repairs.

The total amount of all claims the Client may have against the Consultant or any present or former partner, executive officer, director, stockholder or employee thereof under this engagement, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the amount of any professional liability insurance the Consultant may have available for such claims.

No claim may be brought against the Consultant in contract or tort more than two (2) years after the date of discovery of such defect.

DOCUMENTS AND REPORTING

All of the documents prepared by the Consultant or on behalf of the Consultant in connection with the Project are instruments of service for the execution of the Project. The Consultant retains the property and copyright in these documents, whether the Project is executed or not. These documents may not be used on any other project without the prior written agreement of the Consultant.

The documents have been prepared specifically for the Project, and are applicable only in the case where there has been no physical alteration to, or deviation from any of the information provided to the Consultant by the Client or agents of the Client. The Client may, in light of such alterations or deviations, request that the Consultant review and revise these documents.

The identification and classification as to the extent, properties or type of soils or other materials at the Project site has been based upon investigation and interpretation consistent with the accepted standard of care in the engineering consulting practice in the location where the Services were performed. Due to the nature of geotechnical engineering, there is an inherent risk that some conditions will not be detected at the Project site, and that actual subsurface conditions may vary considerably from investigation points. The Client must be aware of, and accept this risk, as must any other party making use of any documents prepared by the Consultant regarding the Project.

Any conclusions and recommendations provided within any document prepared by the Consultant for the Client has been based on the investigative information undertaken by the Consultant, and any additional information provided to the Consultant by the Client or agents of the Client. The Consultant accepts no responsibility for any associated deficiency or inaccuracy as the result of a mis-statement or receipt of fraudulent information.

JOBSITE SAFETY AND CONTROL

The Client acknowledges that control of the jobsite lies solely with the Client, his agents or contractors. The presence of the Consultant's personnel on the site does not relieve the Client, his agents or contractors from their responsibilities for site safety. Accordingly, the Client must endeavor to inform the Consultant of all hazardous or otherwise dangerous conditions at the Project site of which the Client is aware.

The client must acknowledge that during the course of a geotechnical investigation, it is possible that a previously unknown hazard may be discovered. In this event, the Client recognizes that such a hazard may result in the necessity to undertake procedures which ensure the safety and protection of personnel and/or the environment. The Client shall be responsible for payment of any additional expenses incurred as a result of such discoveries, and recognizes that under certain circumstances, discovery of hazardous conditions or elements requires that regulatory agencies must be informed. The Client shall not bring about any action or dispute against the Consultant as a result of such notification.

FIELD SERVICES

Where applicable, field services recommended for the Project are the minimum necessary, in the sole discretion of the Consultant, to observe whether the work or a contractor retained by the Client is being carried out in general conformity with the intent of the Services. Any reduction from the level of services recommended will result in the Consultant providing qualified certifications for the work.

DISPUTE RESOLUTION

If requested in writing by either the Client or the Consultant, the Client and the Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, the dispute shall be referred to and finally resolved by arbitration under the rules of the arbitrator appointed by agreement of the parties or by reference to a Judge of the British Columbia Court.