

Appendix 4: Permit DV000058



CAPITAL REGIONAL DISTRICT

DEVELOPMENT PERMIT WITH VARIANCE NO. DV000058

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: 004-243-897;
Legal Description: Lot 17, Section 43, Highland District, Plan 14620 (the "Land")
3. This development permit authorizes construction of an 34.4 m² addition to an existing 9.6 m² accessory building (the "development") on the Land, located within the development permit areas established under the Comprehensive Community Plan for Willis Point, Bylaw No. 3027, 2002, Schedule A Section 4.10.3 (Steep Slopes), in accordance with the plans submitted to the CRD 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 the "Storage Shed and Carport" on the Site Plan, prepared by Richard Wey dated June 2, 2000, and the Building Plans, prepared by Java Designs dated December 20, 2016, that the remainder of the Land outside the Storage Shed and Carport area remain free of development;
 - b. That the development comply with the recommendations outlined in the report prepared by Laura Lessingham, GIT, and Lane Campbell, P.Eng., of Ryzuk Geotechnical, (the "Geotechnical Report") dated May 30, 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 development permit area 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 Comprehensive Community Plan for Willis Point, Bylaw No. 3027, Schedule B, Part IV, Section 22.2 d) ii, is varied under section 498 of the *Local Government Act* as follows:
 - a. That the side yard setback of the Community Residential One (CR-1) zone be reduced from 1.5 m to 0.62 m for the purpose of constructing an accessory building as shown on the Site Plan, prepared by Richard Wey dated June 2, 2000, and the Building Plans prepared by Java Designs, dated December 20, 2016.
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 (DV000058) 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.
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:
 - i. Site Plan prepared by Richard Wey, dated June 2, 2000;
 - ii. Building Plans prepared by Java Designs, dated December 20, 2016;
 - iii. Geotechnical Report prepared by Ryzuk Geotechnical, dated May 30, 2019.



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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

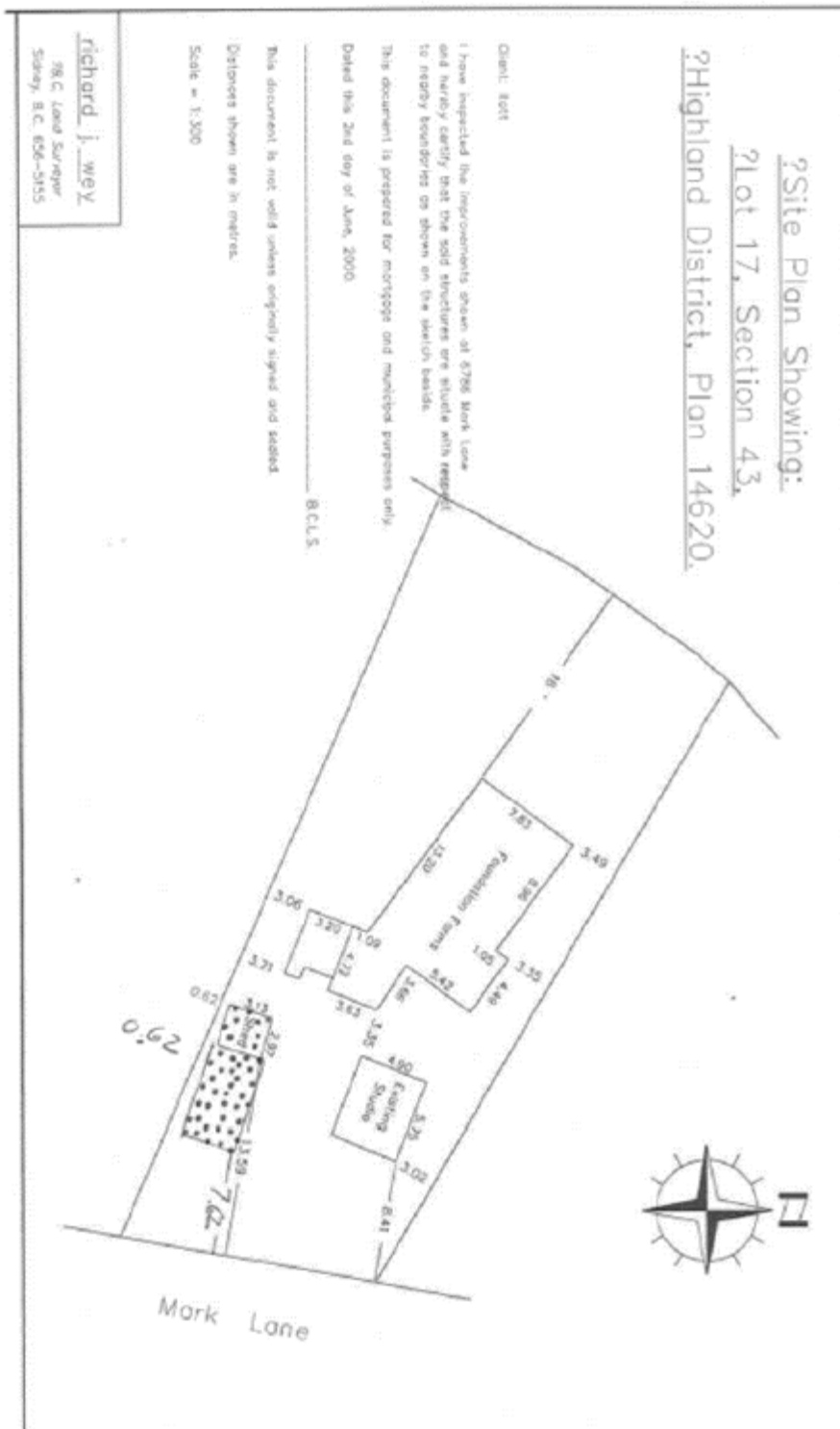
Kristen Morley
Corporate Officer



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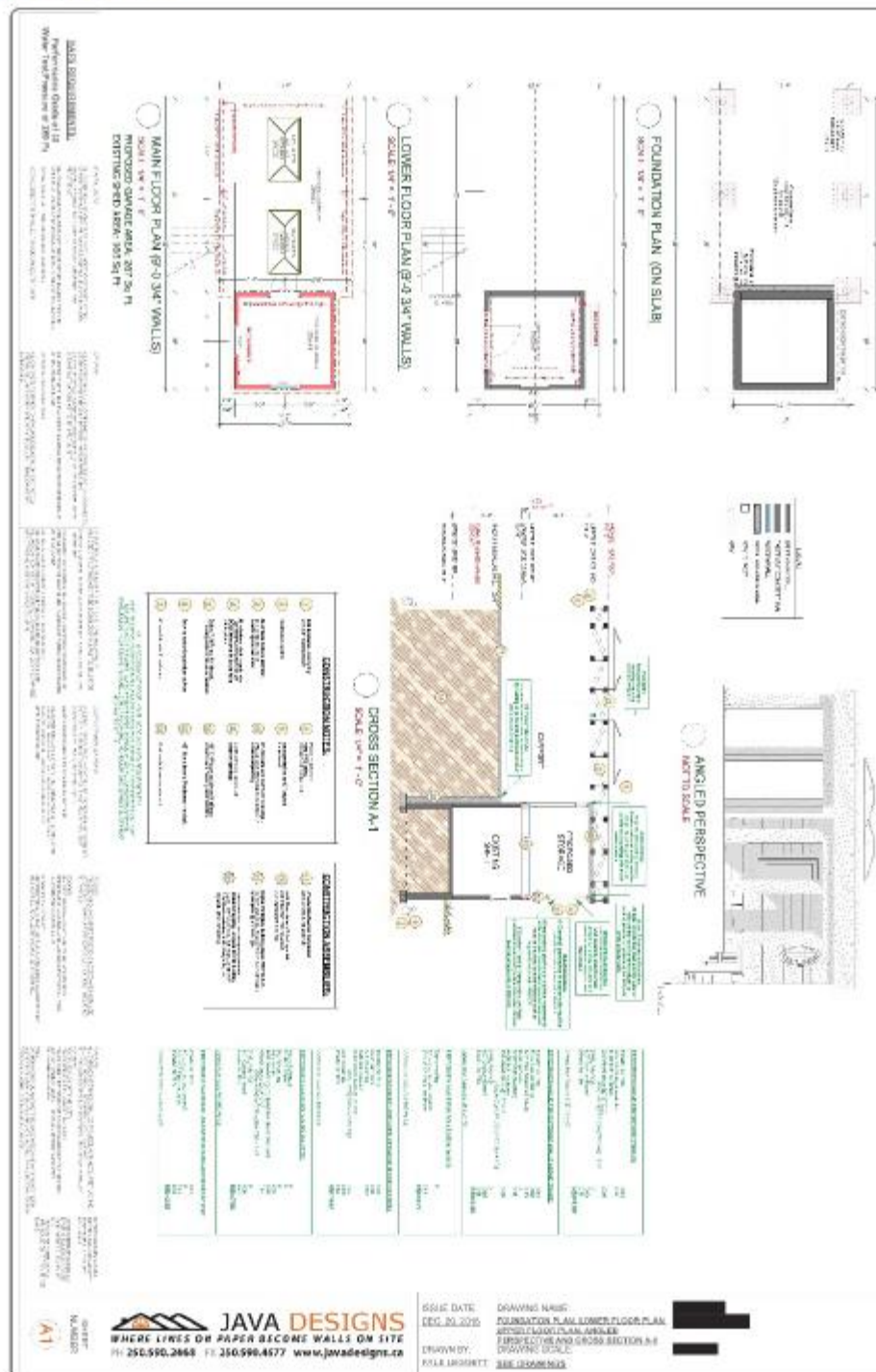
Attachment 1: Site Plan

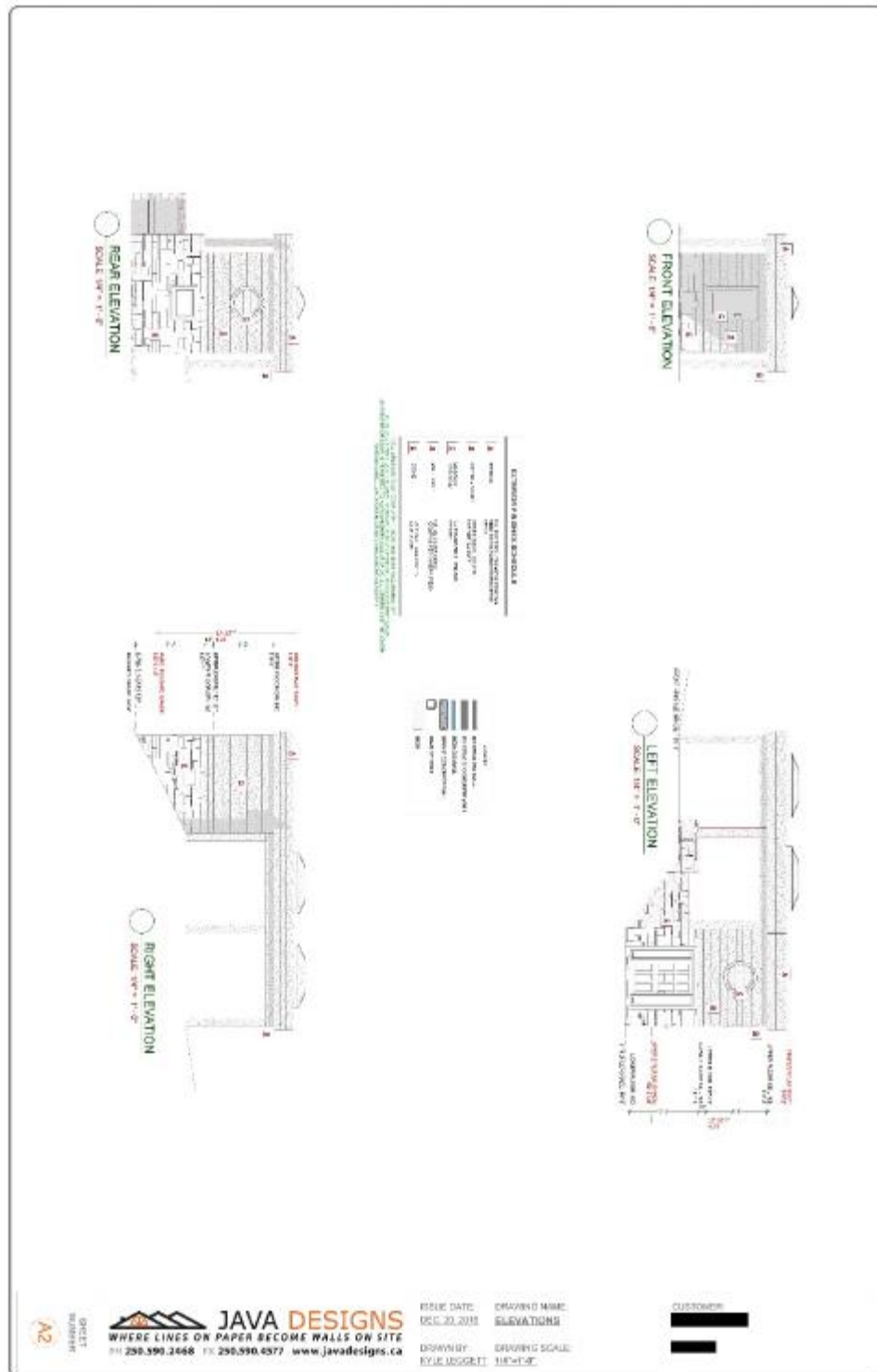
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SITE FOR
PROPOSED
CARPORT

Attachment 2: Building Plans







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Attachment 3: Geotechnical Report

RYZUK GEOTECHNICAL

Engineering & Materials Testing

28 Crease Avenue, Victoria, BC, V8Z 1S3 Tel: 250-475-3131 Fax: 250-475-3611 www.ryzuk.com

May 30, 2019
File No: 9428-1



Re: Slope Stability Assessment
6736 Mark Lane – Victoria, BC

As requested, we attended the referenced property on May 23, 2019, to assess the existing geotechnical conditions as such relate to the proposed carport/garage. The property is located within Development Permit Area No. 1: Steep Slopes as set out in Schedule "A" of the Capital Regional District (CRD) Bylaw No. 3027. Our associated comments and recommendations are contained herein, to satisfy the requirement for a slope stability plan in accordance with the Bylaw. Our work has been undertaken in accordance with, and is subject to, the attached Terms of Engagement.

The property is a roughly rectangular parcel bounded by Mark Lane to the east, the foreshore of Saanich Inlet to the west, and neighbouring residential properties to the north and south. It is currently occupied by a residence, accessory building, and shed as well as driveway/parking and landscaped areas. Topography slopes down from the road in the east to the foreshore in the west for roughly 25 m of total relief over the property. Moderate to steep slopes are generally present below Mark Lane and above the foreshore, with remaining areas being generally terraced/stepped or more gently sloping as a result of residential development.

We understand the proposed development consists of construction of a carport/garage within the upper portion of the property in the area currently occupied by paved driveway and the existing shed. Portion(s) of the existing shed may be incorporated into the new structure.

Our review has consisted of a visual assessment of the proposed building location as well as the surrounding area. The proposed building location is roughly 5-8 m from the base of the moderate slope which descends down from Mark Lane above. The slope is an estimated 3 to 4 m high in this location and is retained over the lower roughly 1.2 m with 3 rows of stacked boulders, generally being inclined at approximately 40 degrees or flatter above. It is lightly vegetated with brush and a few trees. Outcropping bedrock in adjacent areas as well as our knowledge of this

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6736 Mark Lane – Victoria, BC

May 30, 2019

area indicate that the topography is bedrock controlled. A few small boulders were noted resting on the lower half of the slope against a couple of tree trunks atop the boulder wall. We consider the slope to be globally stable, although some slow surficial movement may be occurring as evidenced by a curvature of the tree trunks on the slope.

At the base of the slope, the paved driveway slopes down gently toward the shed. The driveway is retained at the shed by its rock and mortar wall and another landscape retaining wall. The shed itself is set into the slope and is accessed from roughly 1.2 m below the driveway via concrete steps.


Based on our visual assessment, we did not observe evidence of slope instability which would result in undue risk of geohazard in the proposed building location. In addition, we consider that the proposed building can be constructed without adverse impact to existing slope stability. Intact bedrock, or a veneer of native mineral soil atop such, will be suitable for support of foundations and we expect such will be available at variable depth beneath the existing pavement and any fills which have been placed previously to create the level parking area. Provided the excavation work is completed during a period of dry weather, and materials exposed consist predominantly of bedrock, we do not expect erosion to be an issue. However, if fine/sandy soils or seepage/runoff are encountered, silt fencing could be erected along the downslope side of the site as a measure for mitigating erosion.

As the proposed building area is already comprised of impermeable surfaces, we do not anticipate any change in stormwater runoff. Any collected/concentrated stormwater could be appropriately stored or if dispersed, should be done so on a non-erodible surface.

In summary, we considered the proposed building area to be safe for the use intended, that being construction of a carport/garage structure in accordance with the current BC Building Code. Our assessment considers a design seismic occurrence with a probability of exceedance of 2% in 50 years. This is pursuant to Section 56 of the Community Charter and in accordance with the noted CRD Bylaw.

We trust the preceding is suitable for your purposes at present. If you have any questions, or require anything further, please do not hesitate to contact us.

Kind regards,
Ryzuk Geotechnical


Laura Lessingham, GIT
Project Geoscientist



Lane Campbell, M. Eng., P. Eng.
Geotechnical Engineer

Attachment – Terms of Engagement



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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

V.1.1



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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.

V.1.1