

Development Variance Permit Information Package

File Number: 3090-20/20180048

Electoral Area: G

Date of Referral: September 17, 2018

Date of Application: September 13, 2018

Property Owner's Name(s): Markus and Carla Springmann

Applicant's Name: Markus Springmann

SECTION 1: Property Summary

Legal Description(s): Lot 2, District Lot 4, Lillooet District, Plan KAP75964

Area of Application: 0.13 ha (0.331 ac)

Location: 4050 McKinley Drive

Current Zoning: Residential 1 (R 1)

Refer to: Adjacent Land Owners, Area G Advisory Planning Committee, MoE, MoTI, Health Authority

Variance Requested: The applicants have requested a relaxation in Section 4.2(b) and (c) ii) of the South Cariboo Area Zoning Bylaw No. 3501, 1999 as follows:

- i) That the required watercourse setback be reduced from 30 m (98.4 ft.) to 1.5 m (4.92 ft.) to allow the construction of a single family dwelling
- ii) That the required watercourse elevation be reduced from 3 m (9.84 ft.) to 0.8 m (2.62 ft.)

Proposal/Reasons in support: The 29 m wide lot is not big enough for the proposed dwelling to meet the 30 m required setback and 3 m elevation from the natural boundary of the watercourse

Existing Buildings: None

Proposed Buildings: Single Family Dwelling (3,500 sq. ft.)

SECTION 2: Planning Report

Background:

The applicant has requested variances to reduce the required watercourse setback from 30 m (98.4 ft.) to 1.5 m (4.92 ft.) and the required watercourse elevation be reduced from 3 m (9.84 ft.) to 0.8 m (2.62 ft.) to allow the construction of a 325.16 sq. m (3,500 sq. ft.) single-family dwelling. The proposed variance is shown in Appendix B.

The requested variance is a relaxation in Section 4.2 (b) and (c) ii) of the South Cariboo Area Zoning Bylaw No. 3501, 1999. As the 29.93 m (98.19 ft.) wide lot is not big enough for the proposed dwelling to meet the 30 m (98.4 ft.) required watercourse setback.

Location and Surroundings:

The subject property is located on McKinley Drive, south of the Cariboo Highway 97 S with a stream that runs through the property from east to west as shown in Appendix A. It is mostly surrounded by single-family dwellings with Lac La Hache Lake to the west of the subject property. The property is 0.13 ha (0.331 ac) in size and is zoned as Residential 1 (R 1) in the South Cariboo Area Zoning Bylaw No. 3501, 1999, and designated as Serviced Residential in the Lac L a Hache Official Community Plan (OCP) Bylaw No. 3200.

Application History:

The development variance permit is associated with Building Permit application No. PR20180297 for a new single-family residence with attached garage.

CRD Regulations and Policies:

3501- South Cariboo Area Zoning Bylaw, 1999

4.2 LAKE/WATERCOURSE SETBACK PROVISIONS

Notwithstanding any other provisions of this bylaw, no building or any part thereof shall be constructed, reconstructed, moved or extended, except a fence, dock, boat launching facility, or waterworks facility, so that the building is located:

- (b) within 30 metres (98.43 feet) of the natural boundary of a watercourse;
- (c) on ground surface or the underside of the floor system of any building or part thereof, less than 0.6 metre (1.97 feet) above the two hundred year flood level where it has been determined, or, where it has not been determined:
 - ii) 3 metres (9.84 feet) above the natural boundary of a watercourse or Green Lake, Canim Lake and Mahood Lake.

Rationale for Recommendations:

The required 30 m (98.4 ft.) watercourse setback distance from the stream would not leave any area on this 29.93 m (98.19 ft.) width lot. Therefore, a variance is required to build a dwelling on this property.

Being the proposed structure is close to watercourse and lake, CRD require a covenant to be registered on title to mention that the regional district is not liable for any future consequences.

Recommendation:

1. That the application for a Development Variance Permit pertaining to Lot 2, District Lot 4, Lillooet District, Plan KAP75964 to vary the watercourse setback from 30 m (98.4 ft.) to 1.5 m (4.92 ft.) be approved.
2. That the application for a Development Variance Permit pertaining to Lot 2, District Lot 4, Lillooet District, Plan KAP75964 to vary the watercourse elevation from 3 m (9.84 ft.) to 0.8 m (2.62 ft.) be approved, subject to the following condition(s):
 - i.) The existing covenant KF106925 from 1992 registered between the owner, Ministry of Environment and the Cariboo Regional District under Section 215(2) (A) Land Title Act be released as it is outdated and therefore no longer effective.
 - ii.) The existing covenant KK56913 from 1996 registered between the owner and the Cariboo Regional District under Section 215 Land Title Act be released as it is no longer valid because it is based on previous Bylaw No. 1000 which has been replaced by the current Bylaw No. 3501, 1999.
 - iii.) The applicant offering to enter into and entering into a covenant to ensure that the CRD is not liable for any future consequences with respect to close proximity and low elevation from the watercourse and lake.

Further, that the cost of registration of the covenant be borne by the applicant.

SECTION 3: Referral Comments

Chief Building Official: -

Health Authority: - October 5, 2018

See attached.

Ministry of Transportation and Infrastructure: - September 28, 2018

The Ministry of Transportation has no concerns providing the elevation exceeds the watercourse elevation described in covenant KF106925 (attached) - elevation 809.85 m

The survey completed by Stantec 2018-06-20 (attached) indicates the top of PKL Creek is 809.5 + 0.8 m = 810.3 m

Ministry of Environment: -

Adjacent Property Owners:

Advisory Planning Commission:

CRD Environmental Services Department: - September 18, 2018

This lot is already serviced by the Lac La Hache sewer system and the Lac La Hache water system. Property owner will need to contact Utility department to request connection. Environmental Services has no concerns regarding the DVP application.

SECTION 4: Board Action

Date of Meeting:

ATTACHMENTS

Appendix A: General Map

Appendix B: Specific Map

Appendix C: Orthographic Map

Other: Applicant's Supporting Documentation

Ministry of Transportation and Infrastructure email comments and attachments

Interior Health Comments

Appendix A: GENERAL MAP



LEGEND



SUBJECT PROPERTY

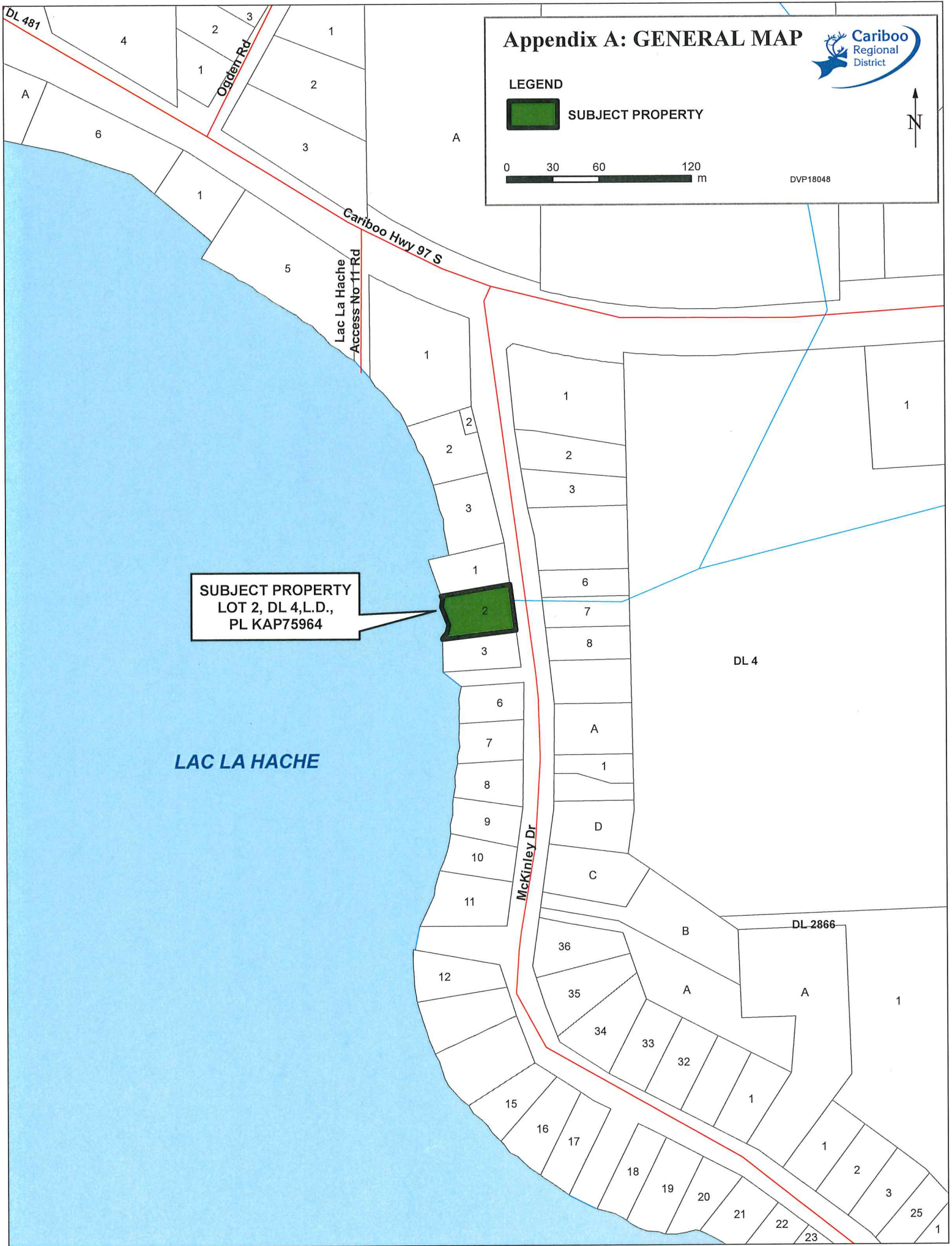


DVP18048



SUBJECT PROPERTY
LOT 2, DL 4, L.D.,
PL KAP75964

LAC LA HACHE



Lot 3
PL 11347

Appendix B: SPECIFIC MAP



LEGEND

SUBJECT PROPERTY



ALL MEASUREMENTS
METRIC

DVP18048



Lot 1
PL KAP75964

DL 4

To reduce required watercourse setback from 30 m to 1.5 m to allow the construction of a proposed dwelling.

TOP OF BANK

SRW PLAN KAP48354

WATERCOURSE

TOP OF BANK

+/- 1.5 m

+/- 47.05

H/- 3.94 m

Mckinley Dr

SEPTIC HOOK-UP

+/- 7.67 m

EASEMENT PLAN KAP48353

UTILITIES

+/- 29.93

+/- 8.71 m

EXISTING EXCAVATION

PROPOSED DWELLING
Floor Area : 325.16 sq. m

LOT 2, DL 4, L.D.,
PL KAP75964
(0.13 ha)

+/- 49.34

30 m Watercourse Setback

+/- 1.7

7.6 m Lake Setback

DL 4

To reduce required elevation from 3.0 m to 0.8 m above the natural boundary of watercourse to allow the construction of a proposed dwelling.

PRESENT NATURAL BOUNDARY OF LAKE

Lot 3
PL KAP48352

LAC LA HACHE

Appendix C: ORTHOGRAPHIC MAP



LEGEND

 SUBJECT PROPERTY

0 4.75 9.5 19 m DVP18048



LAC LA HACHE

SUBJECT PROPERTY
LOT 2, DL 4, L.D.,
PL KAP75964

Describe the existing use of the subject property and all buildings: Residential.

Describe the proposed use of the subject property and all buildings: Residential.

Describe the reasons in support for the application: Lot not large enough to meet required 30m setback.

Provide a general description of vegetation cover (i.e. treed, grassland, forage crop etc.): grass

Provide general geographical information (i.e. existing lakes, streams, physical features etc.): Lake Lac la Pêche, Creek.

Services Currently Existing or Readily Available to the Property (check applicable area)

* Readily Available means existing services can be easily extended to the subject property.

Services	Currently Existing?		Readily Available?*	
	Yes	No	Yes	No
Hydro	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Telephone	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Community Water System	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Community Sewer System	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sewage Disposal System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Well	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (please specify)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

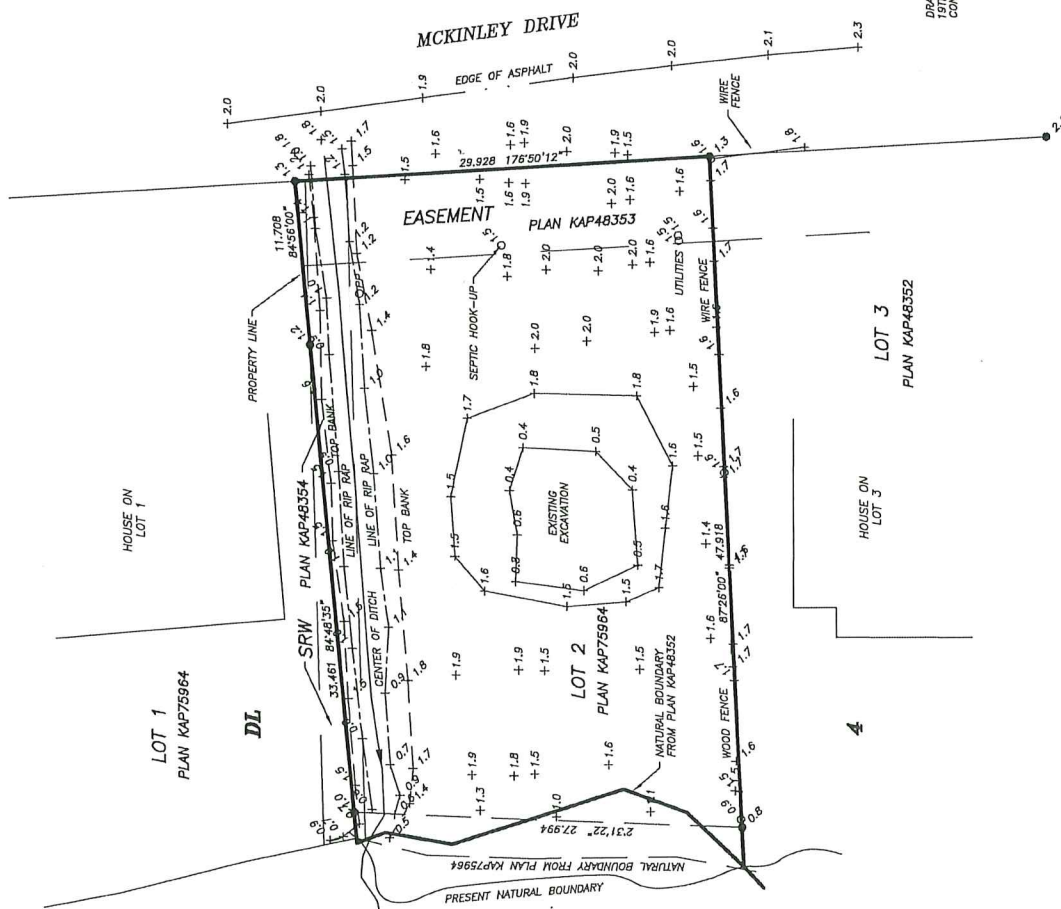
**SITE PLAN WITH GROUND ELEVATIONS OF LOT 2, DL 4,
LILLOOET DISTRICT, PLAN KAP75964**



THE INTENDED PLOT SIZE OF THIS PLAN IS
560mm IN WIDTH BY 432mm IN HEIGHT (C SIZE)
WHEN PLOTTED AT A SCALE OF 1:250

BCCS MAPSHEET: 92P-083

CIMC ADDRESS: 4050 MCKINLEY DRIVE, LAC LA HACHE
PID: 028-005-212



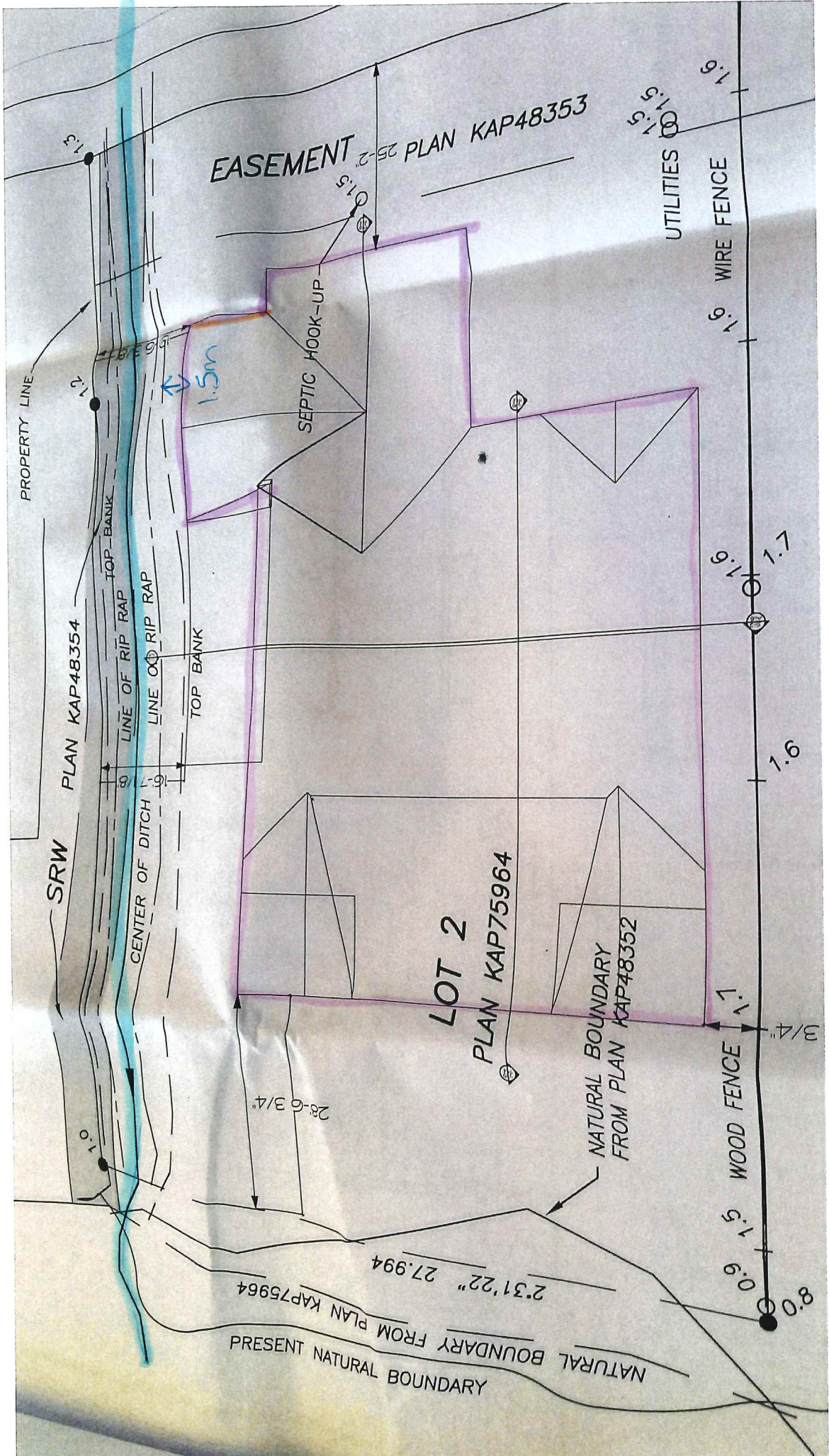
DRAWN FOR MARKUS SPRINGMANN ON NOVEMBER
19TH, 2017 BASED ON A FIELD SURVEY
CONDUCTED ON NOVEMBER 15TH, 2017

FILE NUMBER	DATE	DRAWING NUMBER
2023/17	2017-11-19	049-2017eReplan

CARIBBO GEOGRAPHIC SYSTEMS
PO BOX 1290, 100 MILES HOUSE, B.C.
PHONE NO. 250-385-4274

LEGEND

- BEARINGS ARE ASTROMOMIC AND WERE DERIVED FROM PLAN KAP75964
- ALL DIMENSIONS SHOWN WERE DERIVED FROM FIELD SURVEY.
- ELEVATIONS ARE IN METRES, REFERRED TO AN ASSUMED DATUM BEING THE PRESENT NATURAL BOUNDARY OF LAC LA HACHE, GIVEN AS 0.00 METRES.
- ELEVATIONS GIVEN ON SURVEY POSTS ARE ON TOP OF THE POST. ALL OTHER ELEVATIONS ARE GROUND ELEVATIONS
- DENOTES A STANDARD IRON POST FOUND
- DL DENOTES DISTRICT LOT
- PP DENOTES POWER POLE
- ### + DENOTES LOCATION AND ELEVATION OF SPOT HEIGHT
- SRW DENOTES STATUTORY RIGHT OF WAY
- ### o DENOTES FENCE POST WITH GROUND ELEVATION
- ### o DENOTES EXTENT OF STATUTORY RIGHT OF WAY
- ALL DISTANCES ARE IN METRES



Nyree Alexander

From: Katchmar, Cindy TRAN:EX <Cindy.Katchmar@gov.bc.ca>
Sent: September-28-18 2:20 PM
To: Nyree Alexander
Cc: Havan Surat; Schilling, Michelle J TRAN:EX; Dobson, Caitlin TRAN:EX; Hayley Campbell
Subject: RE: Referral - Development Variance Permit Application (DVP1838 - Springmann)
Attachments: Stantec Drawing.pdf; Covenant.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Good afternoon,

Re: EDAS FILE # 2018-05560

The Ministry of Transportation has no concerns providing the elevation exceeds the watercourse elevation described in covenant KF106925 (attached) - elevation 809.85 m
The survey completed by Stantec 2018-06-20 (attached) indicates the top of PKL Creek is $809.5 + 0.8 \text{ m} = \underline{810.3 \text{ m}}$

Thank-you,

Cindy Katchmar | Senior District Development Technician
Ministry of Transportation and Infrastructure | Cariboo District
Box 1600 300 Cariboo Highway, 100 Mile House, BC V0K 2E2
Ph: 250 395 8943 | Fax: 250 395 6062
cindy.katchmar@gov.bc.ca
www.th.gov.bc.ca/DA/Subdivision/Home.asp



From: Nyree Alexander [mailto:nalexander@cariboord.bc.ca]
Sent: Thursday, September 27, 2018 9:22 AM
To: Katchmar, Cindy TRAN:EX
Cc: Havan Surat
Subject: FW: Referral - Development Variance Permit Application (DVP1838 - Springmann)

Good morning,

This application, which was referred to your agency on September 17, 2018, is considered a RUSH referral. If possible, please have comments to our office by OCTOBER 5, 2018.

Thank you.

Nyree Alexander
Development Services Clerk V
nalexander@cariboord.ca

LAND TITLE ACT
FORM C
(Section 219.81)

92 00 28 10 04 7

KF106925

RECEIVED
LAND TITLE OFFICE
KAMLOOPS

(1)

C

Province of
British Columbia

GENERAL INSTRUMENT - PART 1

Page 1 of 8 pages

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)
Laurie Fraser (as authorized agent) c/o MESSNER & FOSTER,
Barristers & Solicitors P.O. Box 819, 100 Mile House, BC
V0K 2E0 395-3881 FF109-245

[Handwritten signature]

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:
(PID) (LEGAL DESCRIPTION)

009-506-721

Lot 4, District Lot 4, Lillooet District, Plan 11347

009-506-799

Lot 5, District Lot 4, Lillooet District, Plan 11347

10/28/92 A2456n CHARGE .50.00

3. NATURE OF INTEREST:
DESCRIPTION

DOCUMENT REFERENCE

PERSON ENTITLED TO INTEREST

Section 215
Floodproofing Covenant

Entire Instrument
Page 3 - 8

Grantees

[Handwritten signature]

4. TERMS: Part 2 of this instrument consists of

- (a) Filed Standard Charge Terms
- (b) Express Charge Terms
- (c) Release

- D.F. No.
- X Annexed as Part 2
- There is no Part 2 of this instrument

Kamloops Agent
MACINLAY AGENCIES LTD.
formerly Central Survey Services

A Selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If selected, the charge described in Item 3 is released or discharged as a charge on the land described in Item 2.

5. TRANSFEROR(S):

DOUGLAS RICHARD CADRIN and DONALD HERVE CADRIN

LAND TITLE ACT
Form 1 (Section 219.81)
MEMORANDUM OF REGISTRATION
started on application received on
the day and at the time written hereon

C. Grams, Registrar,
Kamloops Land Title Office

6. TRANSFEREE(S): (including postal address(es) and postal code(s))

215(2/a)

HER MAJESTY THE QUEEN IN RIGHT OF BRITISH COLUMBIA, as represented by the Ministry of Environment, Parliament Buildings, Victoria, V8V 1X5, British Columbia and CARIBOO REGIONAL DISTRICT, a regional district having an office at 525 Borland Street, Williams Lake, in the Province of British Columbia


No objection to Registrar

GENERAL INSTRUMENT - PART 1

7. ADDITIONAL OR MODIFIED TERMS:

NIL

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.

Officer Signature 

WILLIAM A. FOSTER
Barrister & Solicitor
 P.O. Box 819
 100 Mile House, B.C.
 V0K 2E0 255-3891


Execution Date
Y M D

92 08 21

Party Signature



Name: Douglas Richard Cadrin

Officer Signature 

WILLIAM A. FOSTER
Barrister & Solicitor
 P.O. Box 819
 100 Mile House, B.C.
 V0K 2E0 255-3891

92 08 21



Name: Donald Herve Cadrin

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. 1979, c. 116, 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.

PART 2

RESTRICTIVE COVENANT

(Section 215 Land Title Act)

THIS AGREEMENT made the 21 day of Aug., 1992.

BETWEEN:

DOUGLAS RICHARD CADRIN, "Self-employed" of Box 7, in the Settlement of Lac La Rache, VOK 1E0, in the Province of British Columbia

AND:

DONALD HERVE CADRIN, "Retired" of 46323 Magnolia Avenue, in the City of Chilliwack, V2P 3J1, in the Province of British Columbia
(hereinafter called the "Grantors")
OF THE FIRST PART

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Ministry of Environment, Parliament Buildings, Victoria, British Columbia, V8V 1X5
(hereinafter called the "First Grantee")
OF THE SECOND PART

AND:

CARIBOO REGIONAL DISTRICT, a regional district having an office at 525 Borland Street, Williams Lake, in the Province of British Columbia
(hereinafter called the "Second Grantee")
OF THE THIRD PART

W H E R E A S:

A. The Grantors are the registered owners of all and singular that certain parcel or tract of land situate, in the Cariboo Assessment Area, in the Province of British Columbia, and being more particularly known and described as:

Lot 4, District Lot 4, Lillooet District, Plan 11347
and
Lot 5, District Lot 4, Lillooet District, Plan 11347
(hereinafter called the said "Lands")

B. The Grantors propose to subdivide the Lands;



C. Section 215 of the Land Title Act provides, *inter alia*, that there may be registered as a charge against title to any land a covenant in favour of the First Grantee and the Second Grantee that land is to be used in a particular manner except in accordance with the covenant; and

D. A covenant under Section 215 of the Land Title Act is required as a condition of the consent to approval of the subdivision of the Land by the Minister of Environment and under Section 82 of the Land Title Act.

NOW THEREFORE THIS AGREEMENT WITNESSETH that pursuant to Section 215 of the Land Title Act, and in consideration of the premises and the sum of One Dollar (\$1.00) now paid to the Grantors by the First and Second Grantees (the receipt and sufficiency whereof is hereby acknowledged), the parties hereto covenant and agree each with the other as follows:

1. The Grantors are aware of and, on behalf of themselves and their heirs, executors, administrators, successors and assigns, hereby acknowledge that there is a potential flood danger to the Lands.

2. The Grantors, on behalf of themselves and their heirs, executors, administrators, successors and assigns, hereby covenant and agree with each of the First Grantee and Second Grantee, as a covenant in favour of each of the First Grantee and Second Grantee pursuant to Section 215 of the Land Title Act, it being the intention and agreement of the Grantors that the provisions hereof be annexed to and run with and be a charge upon the Lands, that from and after the date hereof:

- (a) No building, mobile home or unit, modular home or structure, shall be constructed, reconstructed, moved, extended or located within seven point five (7.5) metres of the natural boundary of Lac La Hache.
- (b) Hereafter, no area used for habitation, business, or storage of goods damageable by floodwaters shall be located within any building, modular home or structure at an elevation such that the underside of the floor system thereof is less than 809.85 metres G.S.C.

In the case of a mobile home or unit, the ground level on top of concrete or asphalt pad on which it is located shall be no lower than the above described elevation.



- (c) The required elevation may be achieved by structural elevation of the said habitable, business, or storage area or by adequately compacted landfill on which any building is to be constructed or mobile home or unit located, or by a combination of both structural elevation and landfill. No area below the required elevation shall be used for the installation of furnaces or other fixed equipment susceptible to damage by floodwater. Where landfill is used to raise the natural ground elevation, the toe of the landfill slope shall be no closer to the natural boundary than the setback requirement given in Condition (a) above. The face of the landfill slope shall be adequately protected against erosion from flood flows (wave action, ice or other debris).
- (d) The owner acknowledges that the Province of British Columbia does not represent to the owner or any other person that any building constructed or mobile home located in accordance with paragraphs (a) and (b) herein will not be damaged by flooding or erosion, and the owner covenants and agrees not to claim damages from the Province or Cariboo Regional District or hold the Province or Cariboo Regional District responsible for damages caused by flooding or erosion to the land or to any building, improvement, or other structure built, constructed or placed upon the said Lands and to any contents thereof.

These covenant conditions are to be registered with priority over any financial charges registered against the property.

3. The Grantors, on behalf of themselves and their heirs, executors, administrators, successors and assigns, acknowledges that the First and Second Grantees do not represent to the Grantors, nor to any other person that any building, modular home, mobile home or unit, improvement, chattel or other structure, including the contents of any of them, built, constructed or placed on the Lands will not be damaged by flooding or erosion and the Grantors, on behalf of themselves and their heirs, executors, administrators, successors and assigns, with full knowledge of the potential flood or erosion danger and in consideration of the approvals given by the First Grantee hereby:

- (a) agrees to indemnify and to save harmless the First and Second Grantees and their employees, servants or agents from all loss, damage, costs, actions, suits, debts, accounts, claims and demands which the First and Second

Grantees or any of their employees, servants or agents, may suffer or incur or be put to arising out of or in connection with any breach of any covenant or agreement on the part of the Grantors or their heirs, executors, administrators, successors and assigns contained in this Agreement or arising out of or in connection with any personal injury, death or loss or damage to the Lands, or to any building, modular home, mobile home or unit, improvement, chattel or other structure, including the contents of any of them, built, constructed or placed on the Lands (including any existing non-conforming buildings), caused by flooding, erosion or some such similar cause; and

(b) does remise, release and forever discharge the First and Second Grantees and their employees, servants or agents from all manner of actions, cause of actions, suits, debts, accounts, covenants, contracts, claims and demands which the Grantors or any of their heirs, executors, administrators, successors and assigns may have against the First and Second Grantees and their employees, servants or agents for and by reason of any personal injury, death or loss or damage to the Lands, or to any building, modular home, mobile home or unit, improvement, chattel or other structure, including the contents of any of them, built, constructed or placed on the Lands, caused by flooding, erosion or some such similar cause.

4. The covenants set forth herein shall charge the Lands pursuant to Section 215 of the Land Title Act and shall be covenants the burden of which shall run with the Lands and shall enure to the benefit of and be binding upon the Grantors, their heirs, executors, administrators, successors and assigns and the First and Second Grantees and their assigns.

5. Nothing in this Agreement shall prejudice or effect the rights, powers and remedies of the First and Second Grantees in relation to the Grantors, including their heirs, executors, administrators, successors and assigns, or the Lands under any law, bylaw, order or regulation or in equity all of which rights, powers, and remedies may be fully and effectively exercised by the First and Second Grantees as if this Agreement had not been made by the parties.

6. The Grantors will do or cause to be done at their expense all acts reasonably necessary for the First and Second Grantees to gain priority for this Agreement over all liens, charges and



encumbrances which are or may be registered against the Lands save and except those in favour of the First and Second Grantees and those specifically approved in writing by the First and Second Grantees.

7. The parties agree that this Agreement shall not be modified or discharged except in accordance with the provisions of Section 215(5) of the Land Title Act.

8. The Grantors shall do or cause to be done all things and execute or cause to be executed all documents and give such further and other assurances which may be reasonably necessary to give proper effect to the intent of this Agreement.

9. If any section or any part of this Agreement is found to be illegal or unenforceable, then such sections or parts shall be considered to be separate and severable from this Agreement and the remaining sections or parts of this Agreement, as the case may be, shall be unaffected thereby and shall remain and be enforceable to the fullest extent permitted by law as though the illegal or unenforceable parts or sections had never been included in this Agreement.

10. This Agreement shall be interpreted according to the laws of the Province of British Columbia.

11. Where there is a reference to an enactment of the Province of British Columbia in this Agreement, that reference shall include a reference to any subsequent enactment of the Province of British Columbia of like effect, and unless the context otherwise requires, all statutes referred to herein are enactments of the Province of British Columbia.

12. Every reference to the Minister of Environment in this Agreement shall include the Minister of Environment, the Deputy Minister of Environment and any person designated by either of them to act for or on their respective behalf with respect to any of the provisions of this Agreement.

This Agreement shall enure to the benefit of and be binding upon the parties hereto.

WHEREVER the singular and masculine are used throughout this Indenture the same shall be construed as meaning the plural or the feminine or body corporate or politic; also the successors and




40

assigns of the respective parties hereto and each of them, where the context or the parties so require.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement the day and year first above written.

SIGNED, SEALED and DELIVERED in the presence of:

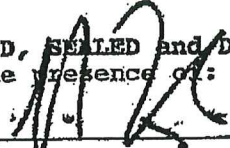


 WILLIAM A. FOSTER
Registrar & Solicitor
 P.O. Box 819
 100 Mile House, B.C.
 V0K 2E0



 DOUGLAS RICHARD CADRIN

SIGNED, SEALED and DELIVERED in the presence of:




 WILLIAM A. FOSTER
Registrar & Solicitor
 P.O. Box 819
 100 Mile House, B.C.
 V0K 2E0



 DONALD HERVE CADRIN

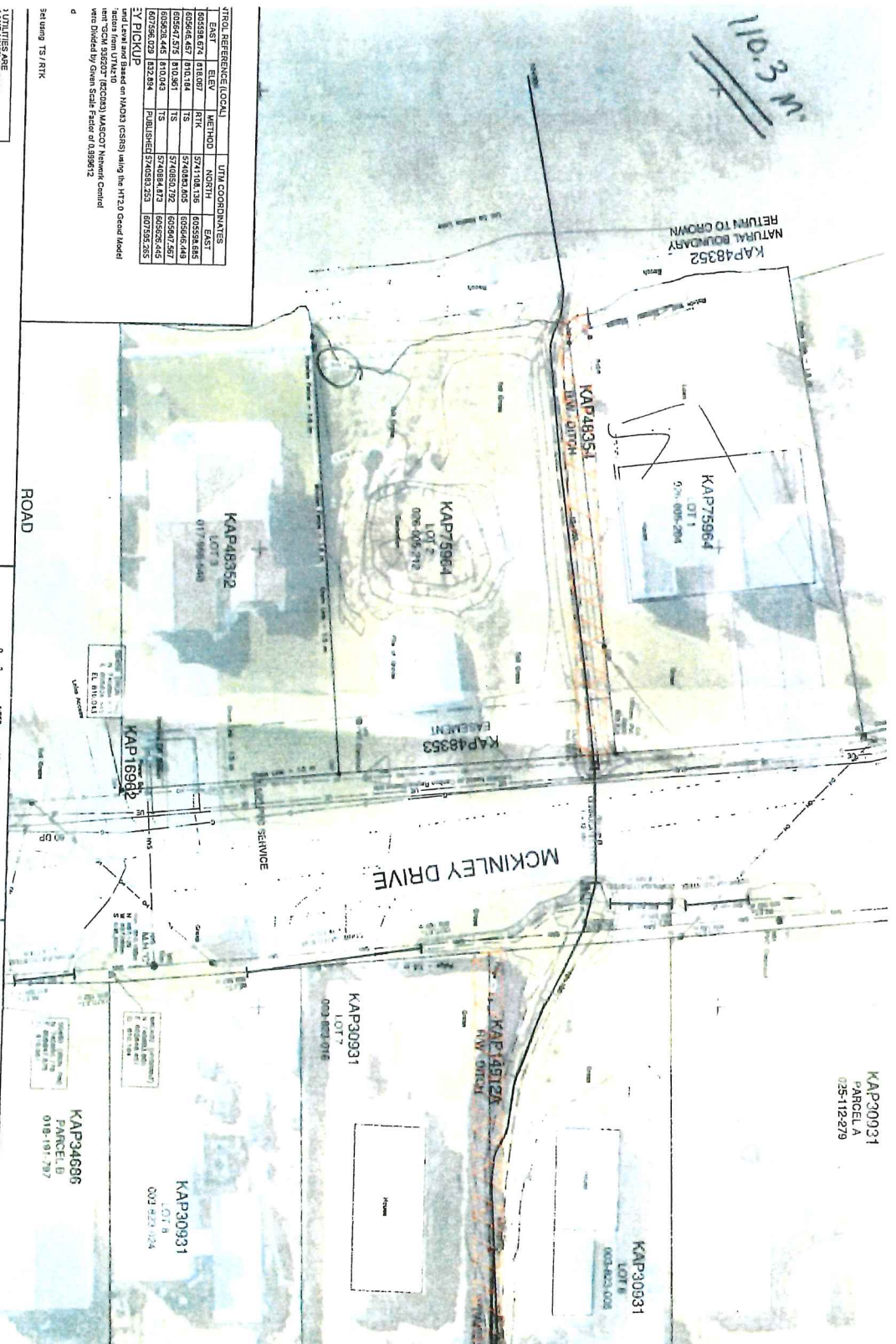
This is the instrument creating the condition or covenant entered into under Section 215 of the Land Title Act by the registered owners referred to herein and shown on the print of plan annexed hereto and initialled by me.



 Approving Officer
 Ministry of Transportation and
 Highways

END OF DOCUMENT

KAP30931
PARCEL A
025-112-279



POINT REFERENCE (LOCAL)	EAST	ELEV	METHOD	UTM COORDINATES
865898.674	818.697	RTK	5741708.18	6026462.457
602646.457	810.184	TS	5740832.002	6026462.457
602647.572	810.361	TS	5740850.722	6026462.457
602638.445	810.043	TS	5740884.872	6026462.457
607596.022	812.894	PUBLISHED	5740881.253	607554.255

and Level are Based on MADA (CERS) using the HTD Geod Model
with the (MADA) MASCOT Network Control
who Divided by Ocean State Factor of 0.999972

See using TS / RTK

UTM COORDINATES
TO CONSTRUCTION
SERVICED SYSTEM
MARIO REGIONAL DISTRICT



SCALE	DATE	REVISION	DATE
0 2 150 120	2019/07/31		

MINISTRY OF TRANSPORTATION
AND INFRASTRUCTURE
SOUTHERN INTERIOR REGION
HIGHWAY ENGINEERING AND GEOMATICS

DESIGNED BY: [Name] DATE: [Date]
CHECKED BY: [Name] DATE: [Date]
QUALITY CONTROL: [Name] DATE: [Date]
DRAWN BY: [Name] DATE: [Date]

LAND TITLE ACT
FORM C (Section 219.8)

96 JUL 13 13:37
ORIGINAL
LAND TITLE OFFICE
KAMLOOPS

KK056913

e-50

Province of
British Columbia

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office use)

Page 1 of 5 Page:

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)

Cariboo Regional District, 525 Borland Street
Williams Lake, BC V2G 1R9 392-3351

C. McGowan
Carol McGowan, Deputy Secretary

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:

(PID)
017-966-531

(LEGAL DESCRIPTION)
Lot 2, District Lot 4, Lillooet District, Plan KAP48352

3. NATURE OF INTEREST:

DESCRIPTION

DOCUMENT REFERENCE

PERSON ENTITLED TO INTEREST

Covenant

(page and paragraph)
Entire Instrument
Pages 1 to 5

Transferee

4. TERMS: Part 2 of this instrument consists of (select one only)

- (a) Filed Standard Charge Terms
- (b) Express Charge Terms
- (c) Release

- D.F. No.
- Annexed as Part 2
- There is no Part 2 of this instrument

07/04/96 A2627M CHARGE 50.00

A selection of (a) includes any additional or modified terms referred to in item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharged as a charge on the land described in Item 2.

5. TRANSFEROR(S):

Douglas Richard Cadrin

6. TRANSFEREE(S): (including, postal address(es) and postal code(s))

Cariboo Regional District, 525 Borland Street, Williams Lake, BC V2G 1R9

7. ADDITIONAL OR MODIFIED TERMS:

N/A

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.

Officer Signature(s)

Execution Date

Party(ies) Signature(s)

M.L. Hewat

Y M D

96 06 21

CARIBOO REGIONAL DISTRICT
by its authorized signatory:

M.L. Hewat
525 Borland Street
Williams Lake, BC
V2G 1R9
A Commissioner for
Taking Affidavits for
British Columbia

C. McGowan
Carol McGowan, Deputy Secretary

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. 1979, c. 116, 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.

- * If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.
- ** If space insufficient, continue executions on additional page(s) in Form D.

50

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

Page 2 of 5 Page:

Officer Signature(s)

Execution Date

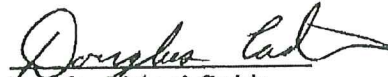
Transferor/Borrower/Party
Signature(s)

Y M D



96 6 6

REGISTERED OWNERS


Douglas Richard Cadrin

RALPH EOSSUM
Notary Public
P.O. BOX 248
100 MILE HOUSE, B.C.
V0K 2E0 TEL. 895-3353

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. 1979, c. 116, 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.

TERMS OF INSTRUMENT - PART 2

W H E R E A S:

A. The Grantor is the registered owner in fee simple of:

PID: 017-966-531

Lot 2, District Lot 4, Lillooet District, Plan KAP48352

(hereinafter called the "Land")

B. The Grantee is the Cariboo Regional District.

C. The Grantee, by bylaw, designed the Land as subject to or likely subject to flooding.

D. The Grantee has agreed to issue a development variance permit to vary the elevation above the natural boundary of Lac La Hache from 3.0 metres to 2.43 metres.

E. The Grantor has agreed to the registration of this covenant against the title to the Land under Section 215 of the *Land Title Act*.

NOW THEREFORE, in consideration of the premises and the covenants herein contained and for other valuable consideration, receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereto covenant and agree with the other as follows:

1. The Grantor may build on the Land as long as the underside of any floor system or the top of any pad supporting any space or room, including a manufactured home, that is used for dwelling purposes, business or the storage of any goods which are susceptible to damage by flood water, shall be 2.43 metres above the natural boundary of Lac La Hache.
2. The Grantor and the Grantee agree that the enforcement of this agreement shall be entirely within the discretion of the Grantee and that the execution and registration of this covenant against the title to the Land shall not be interpreted as creating any duty on the part of the Grantee to the Grantor or to any other person to enforce any provision or the breach of any provision of this agreement.

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3. Nothing contained or implied herein shall prejudice or affect the rights and powers of the Grantee in the exercise of its functions under any public or private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised in relation to the Land as if the Agreement had not been executed and delivered by the Grantor.
4. The Grantor hereby releases and forever discharges the Grantee of and from any claim, cause of action, suit, demand, expenses, costs and legal fees whatsoever which the Grantor can or may have against the said Grantee for any loss or damage or injury that the Grantor may sustain or suffer arising out of the flooding of the Land.
5. The Grantor covenants and agrees to indemnify and save harmless the Grantee from any and all claims, causes of action, suits, demands, expenses, costs and legal fees whatsoever that anyone might have as owner, occupier or user of the Land, or by a person who has an interest in or comes onto the Land, or by anyone who suffers loss of life or injury to his person or property, that arises out of the flooding of the Land.
6. It is mutually understood, acknowledged and agreed by the parties hereto that the Grantee has made no representations, covenants, warranties, guarantees, promises or agreements (oral or otherwise) with the Grantor other than those contained in this agreement.
7. The Grantor agrees to execute all other documents and provide all other assurances necessary to give effect to the covenants contained in this agreement.
8. The Grantor shall pay the legal fees of the Grantee in connection with the preparation and registration of this agreement.
9. The Grantor covenants and agrees for itself, its heirs, executors, successors and assigns, that it will at all times perform and observe the requirements and restrictions hereinbefore set out and they shall be binding upon the Grantor as personal covenants only during the period of its respective ownership of any interest in the Land.
10. The restrictions and covenants herein contained shall be covenants running with the Land and shall be perpetual, and shall continue to bind all of the Lands when subdivided, and shall be registered in the Kamloops Land Title Office pursuant to Section 215 of the *Land Title Act* as covenants in favour of the Grantee as a first charge against the Land.
11. This agreement shall enure to the benefit of the Grantee and shall be binding upon the parties hereto and their respective heirs, executors, successors and assigns.

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12. Wherever the expressions "Grantor" and "Grantee" are used herein, they shall be construed as meaning the plural, feminine or body corporate or politic where the context or the parties so require.

IN WITNESS WHEREOF the parties hereto hereby acknowledge that this Agreement has been duly executed and delivered by the parties executing Form C and D (pages 1 & 2) attached hereto.

- End of Document -

RESPONSE SUMMARY

Approval Recommended for Reasons
Outlined Below

Interests Unaffected by Bylaw

Approval Recommended Subject to
Conditions Outlined Below

Approval Not Recommended Due
to Reasons Outlined Below

Interior Health appreciates the opportunity to comment on this proposal to grant a development variance permit at 4050 McKinley Drive Lac Le Hache.

The Healthy Community Development supports the Lac Le Hache Official Community Plan which has sound community planning principles while recognizing the need to encourage planned growth. A watershed plan should take precedence since a development with reduced setbacks could affect the water resource within the community.

We encourage activities that protect the water quality of lakes, streams or any water body, as outlined in the Ministry of Environment and Climate Change Strategy guideline for watershed management.

This proposal would allow for development with reduced setbacks from lakes, streams or watercourses both in elevation and distance.

Interior Health recommends development that protects aquifers, community watersheds and riparian areas.

Please contact HBE@interiorhealth.ca or the undersigned at 250 851-7347 if you have further concerns or inquiries.

Signed By: 

Title: Environmental Health Officer

Date: October 5, 2018

Agency: Interior Health