

**CORPORATION OF THE TOWNSHIP OF ESQUIMALT**

**DEVELOPMENT PERMIT**

**NO. DP000105**

**Owners:** Robert A. Cote  
482 Grafton Street  
Victoria, BC  
V9A 6S6

**Lands:** [PID 000-127-833; Lot 5, Suburban Lot 29, Esquimalt District Plan 1428]

**Address:** 482<sup>53</sup> Grafton Street

**Conditions:**

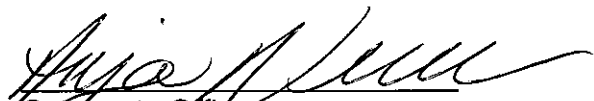
1. This Development Permit is issued subject to compliance with all of the bylaws of the Municipality applicable thereto, except as specifically varied or supplemented by this permit, for the purpose of authorizing the form and character of the proposed development of a uniquely shaped duplex within the following Development Permit Areas:
  - Development Permit Area No. 1-Natural Environment,
  - Development Permit Area No. 3- Enhanced Design Control Residential
  - Development Permit Area No. 7- Energy Conservation and Greenhouse Gas Reduction
  - Development Permit Area No. 8- Water Conservation
2. Approval of this Development Permit is issued in accordance with the architectural plans prepared by Waymark Architecture, stamped "Received August 22, 2018", Street Elevation Drawings, stamped "Received August 27, 2018", landscape plans prepared by Waymark Architecture, stamped "Received August 14, 2018, and site plan prepared by J.E Anderson & Associates, stamped "Received August 24, 2018"; all attached hereto as 'Schedule A'.
3. This Development Permit will be issued upon receipt of a updated landscape estimate prepared by Larix Landscape, stamped Received "September 6, 2018" attached hereto as 'Schedule 'B'. Security, in an amount representing 120% of the estimate (120% of \$20,057.26 = \$24,068.71) must be deposited with the Township of Esquimalt before this permit can be issued.

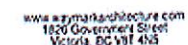
4. The lands shall be developed in accordance with the terms, conditions, and provisions of this Permit.
5. The terms, conditions and covenants contained herein shall enure to the benefit of and be binding upon the Owners, their executors, heirs or administrators, successors and assigns as the case may be or their successors to title in the lands.
6. This Development Permit is not a Building Permit.
7. This Permit lapses two (2) years after the date it is issued if the holder of the Permit does not substantially start any construction with respect to which the Permit was issued.
8. For the purposes of this Development Permit, the holder of the Permit shall be the owner(s) of the lands.

APPROVED BY MUNICIPAL COUNCIL RESOLUTION ON THE 27<sup>th</sup> DAY OF  
AUGUST , 2018.

ISSUED BY THE DIRECTOR OF DEVELOPMENT SERVICES THIS 29 DAY OF  
September, 2018.

  
Director of Development Services

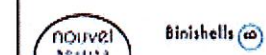
  
Corporate Officer  
Corporation of the Township  
of Esquimalt



**IMPORTANT:** This drawing is not to be used for construction and issued for that purpose by the Architect.

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Before commencement of the Work, the Contractor shall review and verify drawing dimensions, datum, and levels to identify any discrepancies between information on the Drawing and to rectify site conditions; and (2) the remaining Contract Documents. The Contractor shall bring these items to the attention of the Architect for clarification before proceeding with the Work.

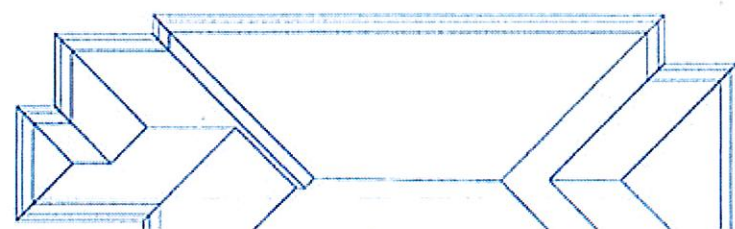




Project Title

Binishell Duplex on Grafton Street

Site Plan

Date	2018-06-06	File #	7/18
Approach of Review	Crashme Visit/Call	Serial Number	
Drawn by	CL, GW, NAC	<b>A001</b>	
Reviewed by	CMW		
Approved by			
Approved	2018-06-11		



  **Site Plan**  
Scale: 1:100

SCHEDULE A OF  
DEVELOPMENT PERMIT  
NO. DP000105  
[Signature]  
CORPORATE OFFICER

**LEGAL DESCRIPTION:**  
Lot 5, Plan 1428, Suburban lot 29, Esquimalt District

**STREET ADDRESS:**  
480 & 482 Grafton Street,  
Esquimalt, BC

**ZONING REGULATIONS** (Corporation of the Township of Esquimalt Zoning Bylaw 1992, No. 2050, Consolidated March 2017):  
Two Family Small Lot Residential (RD-2)

**SITE AREA:** 351 square meters.

**BUILDING FOOTPRINT:**  
159.7 square meters [1,708 square feet]

**AVERAGE GRADE CALCULATIONS:**  
See Survey

**BC BUILDING CODE (2012) REQUIREMENTS:**

**FIRE RATINGS:**

- Floors and all structure supporting floors must have an FRR of 45 minutes [9.10.8.1]
- Separation between duplex dwellings must have an FRR of 60 minutes [9.10.9.14(3)]
- Separation between duplex dwellings must have an STC of 50 or greater [9.11.2.1]

Section	Allowed / Required	Current	Proposed	Variance	Comments
1 Permitted Use	Two Family Residential	Two Family Residential	Two Family Residential	no	
2 Parcel Size	668 square meters minimum	531.5 square meters	531.5 square meters	no*	"existing condition"
3 Minimum Lot Width	18.2 meters	15.2 meters	15.2 meters	no*	"existing condition"
4 Floor Area Ratio	0.4 (once area = 212.4 sqm)	(see survey)	0.43 (111.2 square meters)	no	
5 Building Height	7.3 meters	(see survey)	7.3 meters	no	
6 Building Width	7 meters minimum	(see survey)	10.67 meters	no	
7 Lot Coverage	0.3 (159.3 square meters)	(see survey)	0.3 (159.3 square meters)	no	
8 Setback Requirements					
a) Front Setback	7.5 meters	(see survey)	8.75 meters	no	
a) Side Setback	1.5 meters min/4.3 meters total	(see survey)	1.5/6 meters + 3.0/6 meters/4.5/7 meters total	no	
a) Rear Setback	7.5 meters	(see survey)	8.68 meters	no	
b. Accessory Building	N/A				no accessory buildings proposed
c. Garage Setback	1.5 meters from front face of Dwelling Unit	(see survey)	1.5 meters from front face of Dwelling Unit	no	
9 Common Wall Requirements	50% overlap	(see survey)	100%	no	
10 Fencing	1.2 meter maximum in front/2 meter maximum behind	(see survey)	see landscape	no	
11 Off Street Parking	1 space per dwelling unit/2 total		2 space per dwelling unit/2 total	no	
12 Driveway Width	5.5 meters maximum	(see survey)	5.5 meters	no	

### AREA CALCULATION

AUG 4 CALCULATION		FAR:	
Basement & Garage:	138.2	0	(Basement & garage is excluded from FAR calculation)
Main Floor:	152.3	152.3	
Mezzanine:	6.0	58.9	(excluded area with ceiling below 12 meters)
Total:	296.0	211.2	

RECEIVED

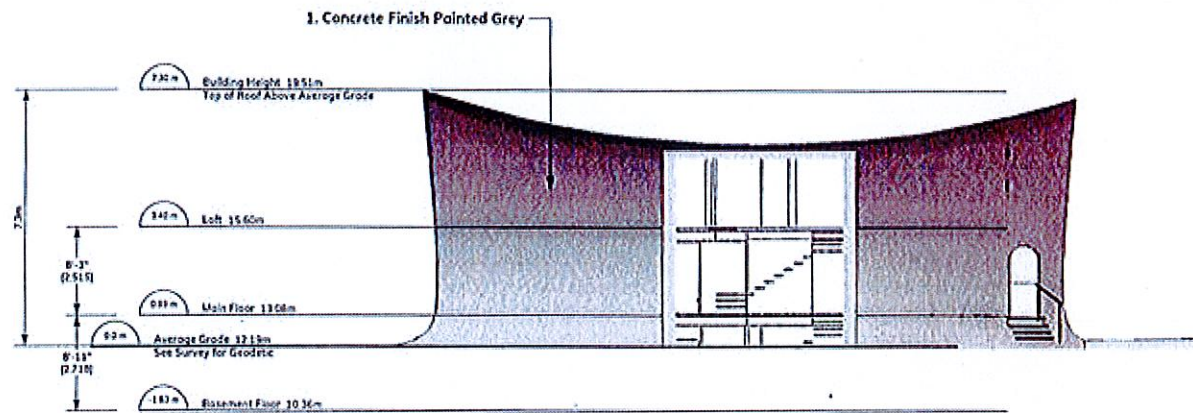
AUG 22 2018

CORP. OF TOWNSHIP  
OF ESQUIMALT  
DEVELOPMENT SERVICES

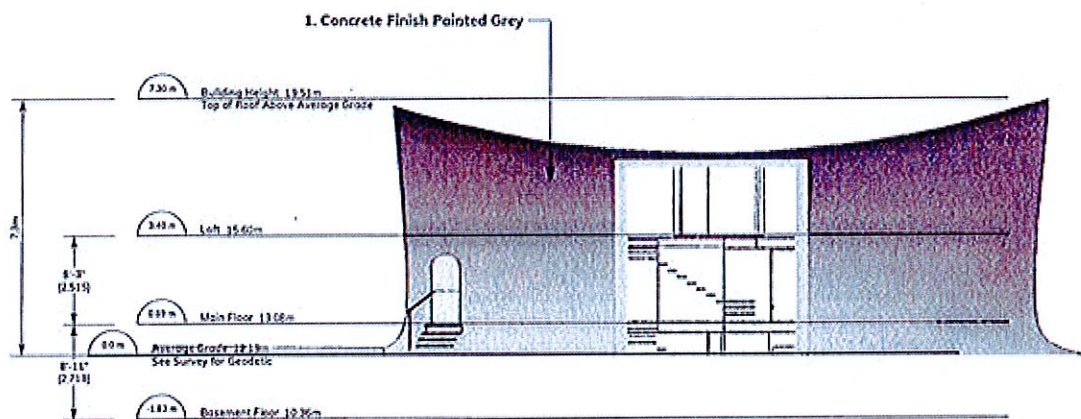




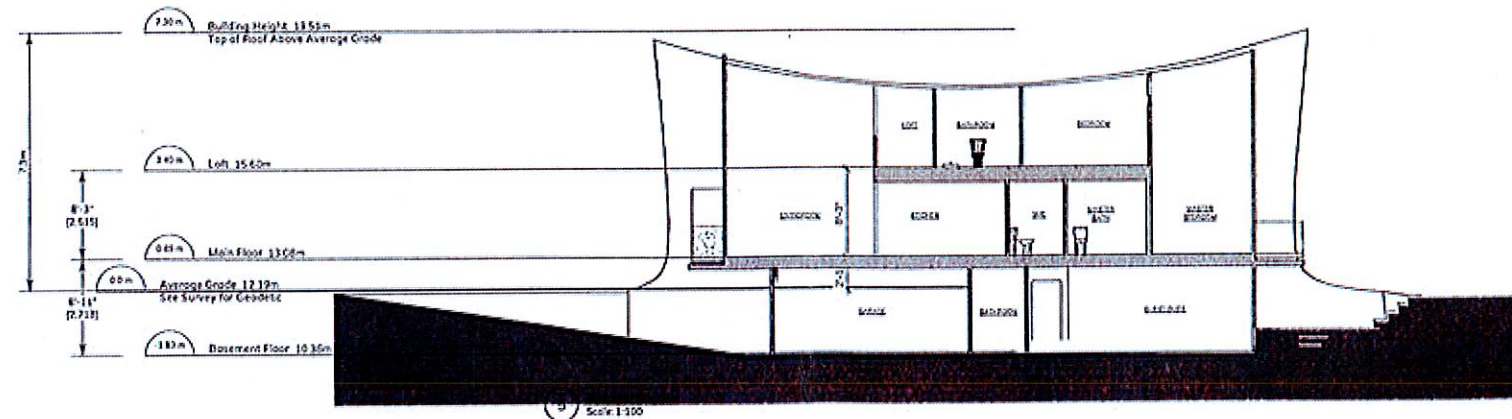
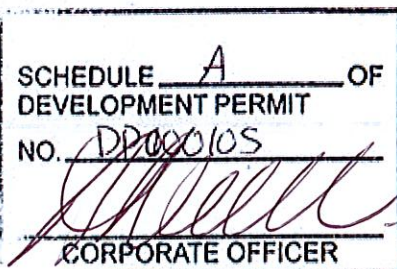




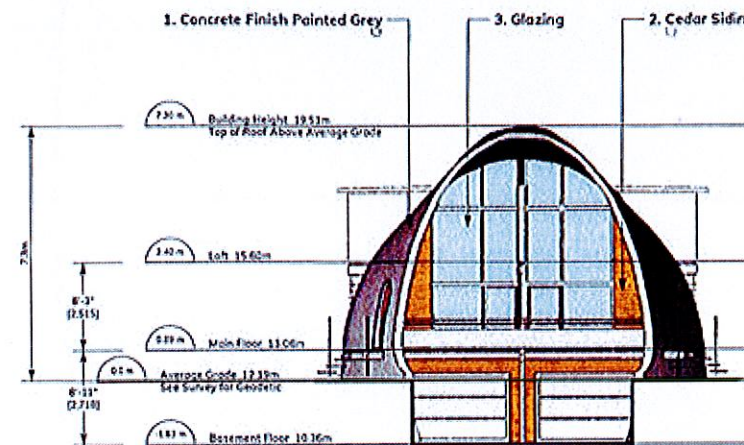
1 South Elevation  
Scale 1:100



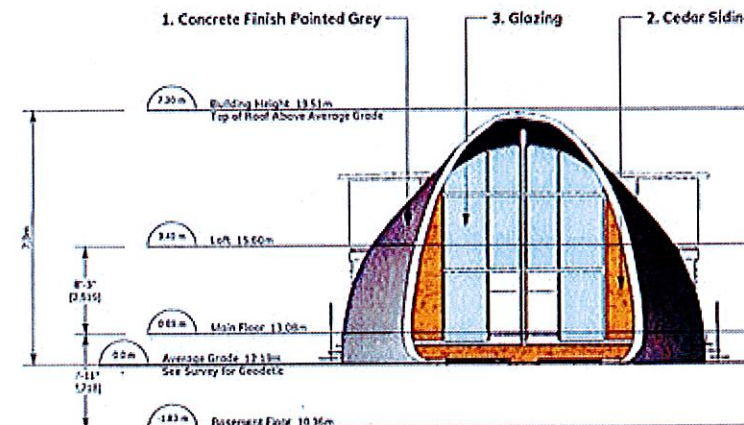
3 South Elevation  
Scale 1:100



4 Rear (West) Elevation  
Scale 1:100



2 Front (East) Elevation  
Scale 1:100



4 Front (East) Elevation  
Scale 1:100

#### MATERIALS LEGEND

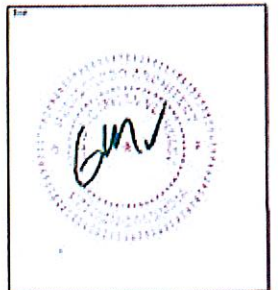
- 1. CONCRETE, RENDERED FINISH PAINTED GRAY  
Bottom section (below top of glazing) Western Gray  
Top section (above top of glazing) Western Gray
- 2. Cedar Cladding
- 3. Glazing



www.waymarkarchitecture.com  
1820 Government Street  
Victoria, BC V8T 4N5

No.	Date	Appr.	Revision Notes
D	18-8-21	CHARLOTTE HENSON	CHARLOTTE HENSON
C	18-8-13	CHARLOTTE HENSON	CHARLOTTE HENSON
B	18-7-12	CHARLOTTE HENSON	CHARLOTTE HENSON
A	18-06-01	CHARLOTTE HENSON	CHARLOTTE HENSON
No.	Date	Appr.	Revision Notes

IMPORTANT: This drawing is not to be used for construction without the approval of the Architect.  
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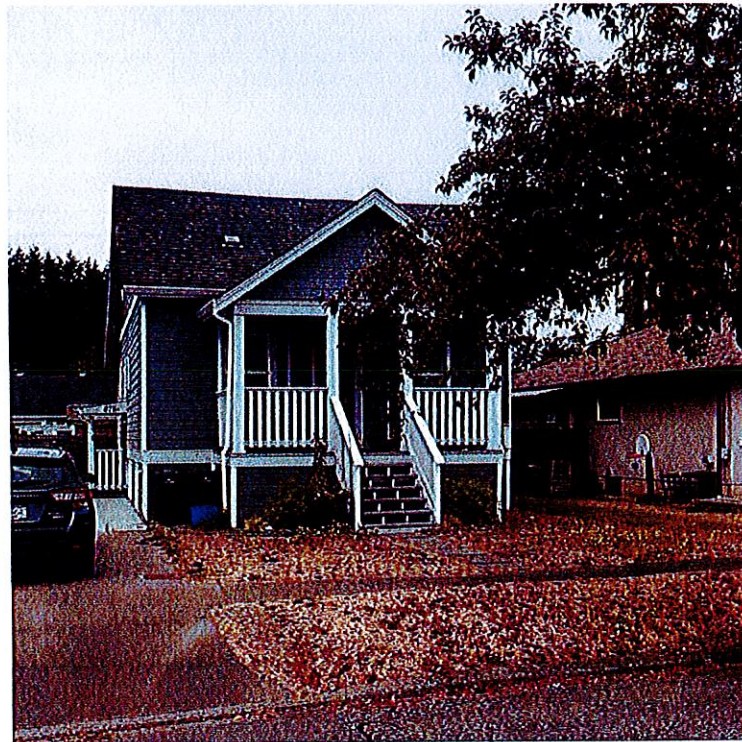


nouveau living		Binishells
Project Title Binishells Duplex on Grafton Street		
Work Title Elevations - DP		
Date 2018-08-21	Scale A3	
Architect's Name Charlotte Henson	Project Number A200	
Drawn by CL, ON, AM		
Reviewed by CL, ON		
Project ID A200		



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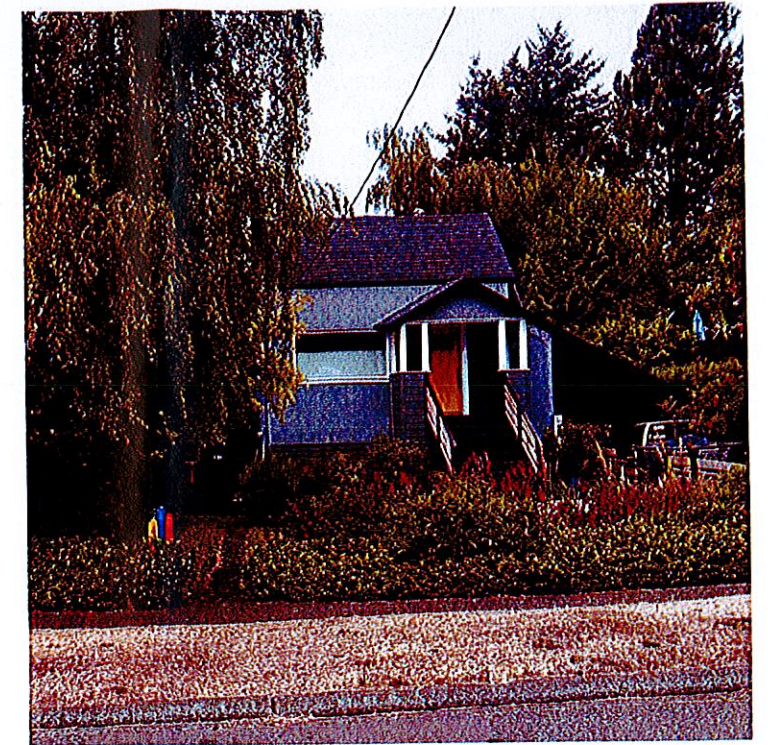




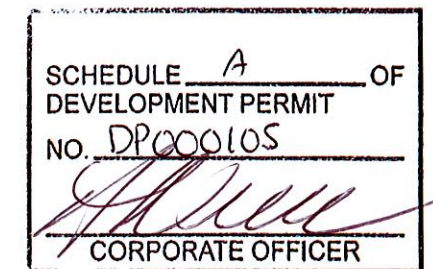
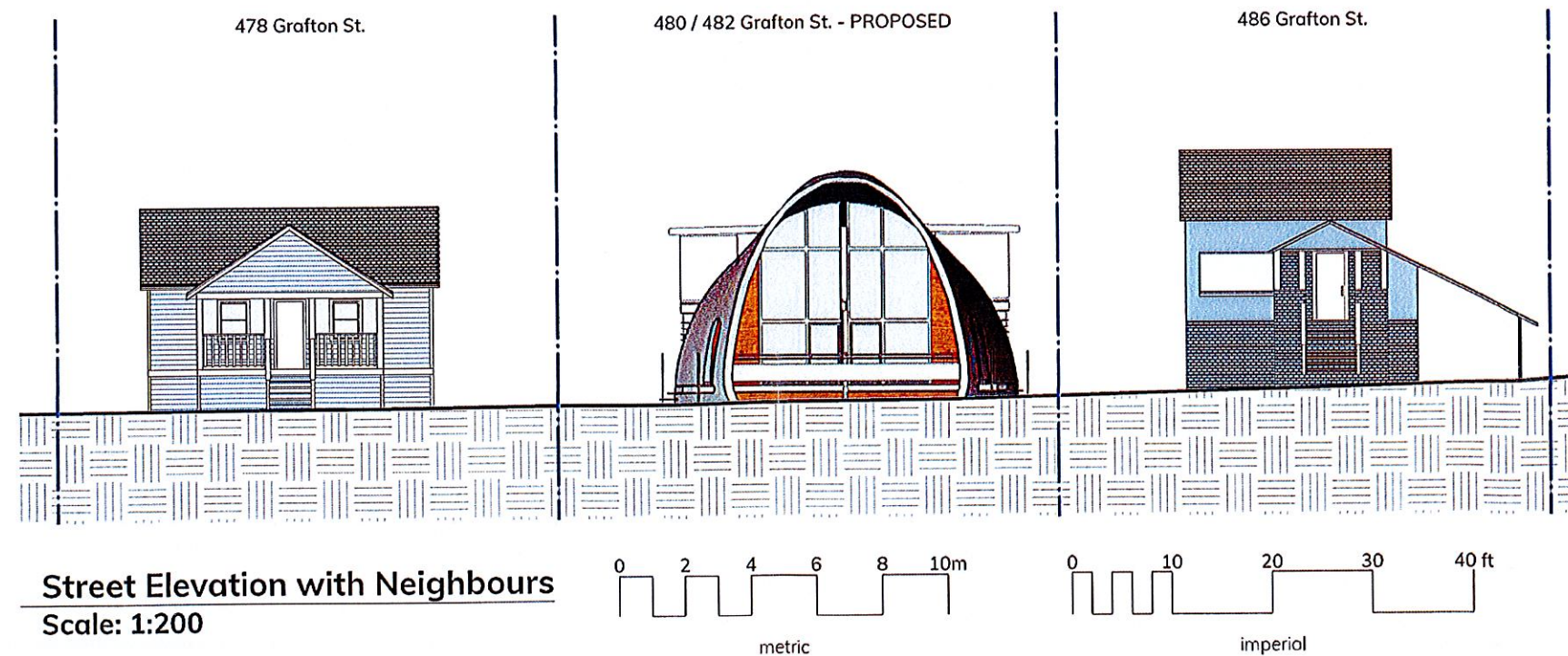
478 Grafton St.



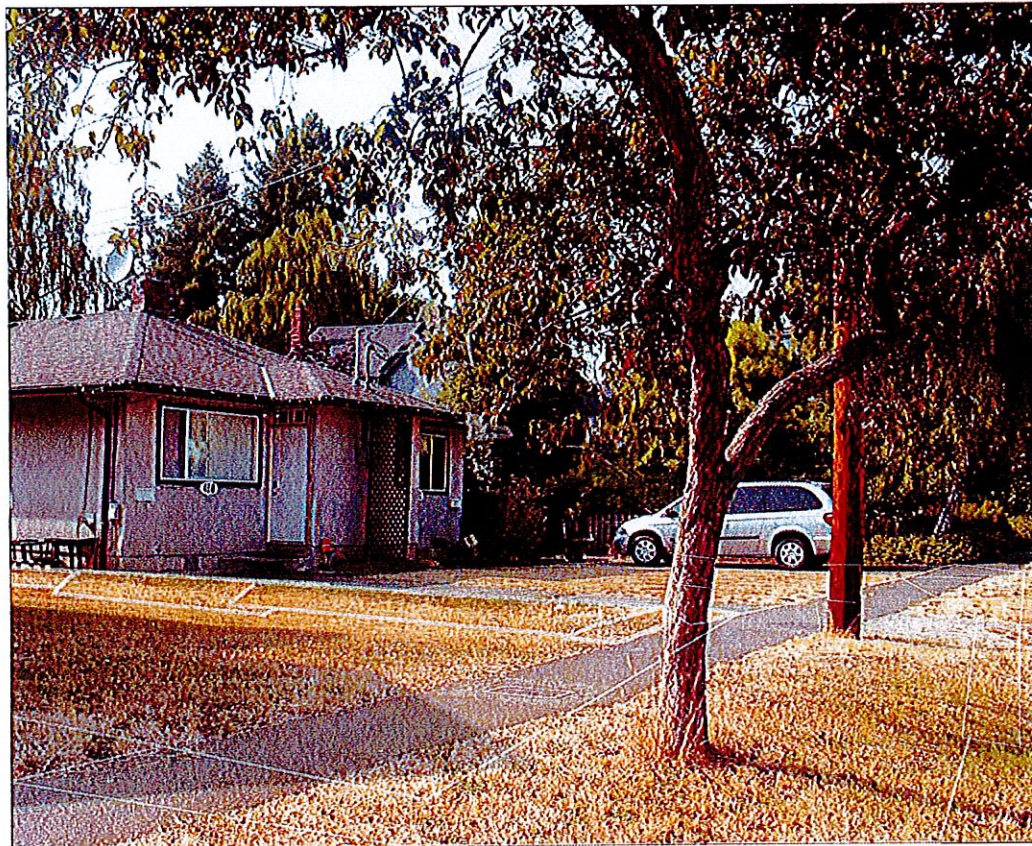
486 Grafton St. - EXISTING



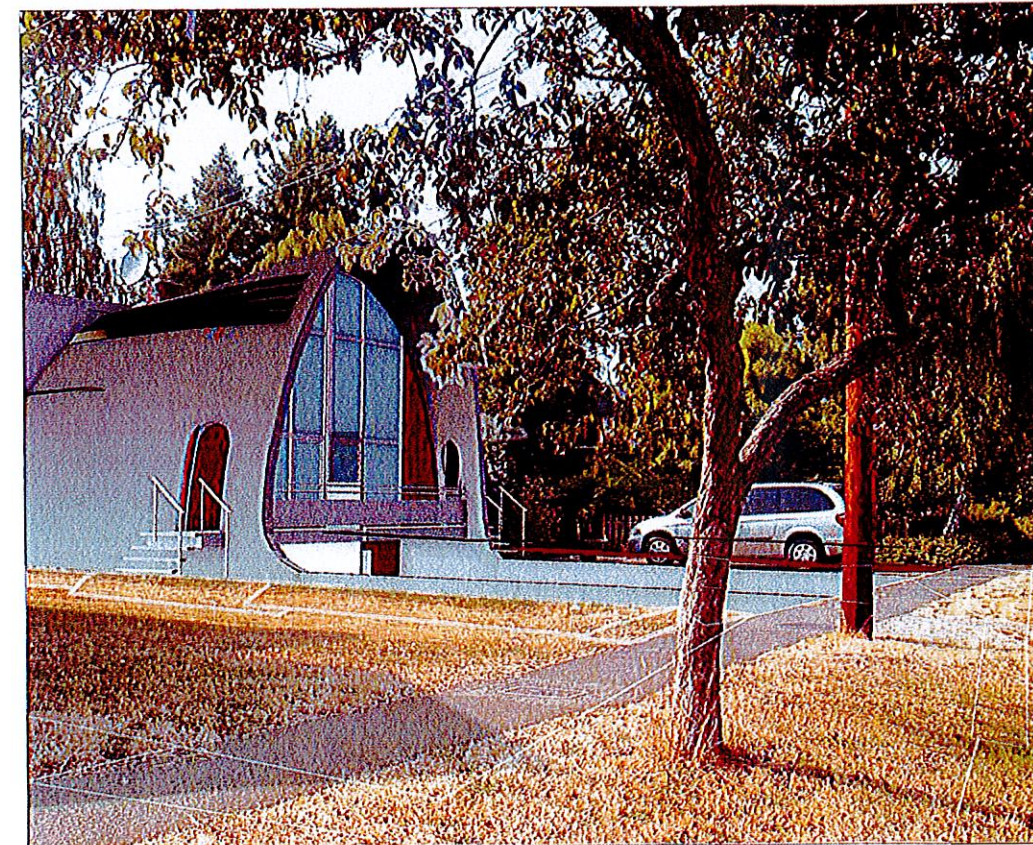
486 Grafton St.







486 Grafton St. - EXISTING

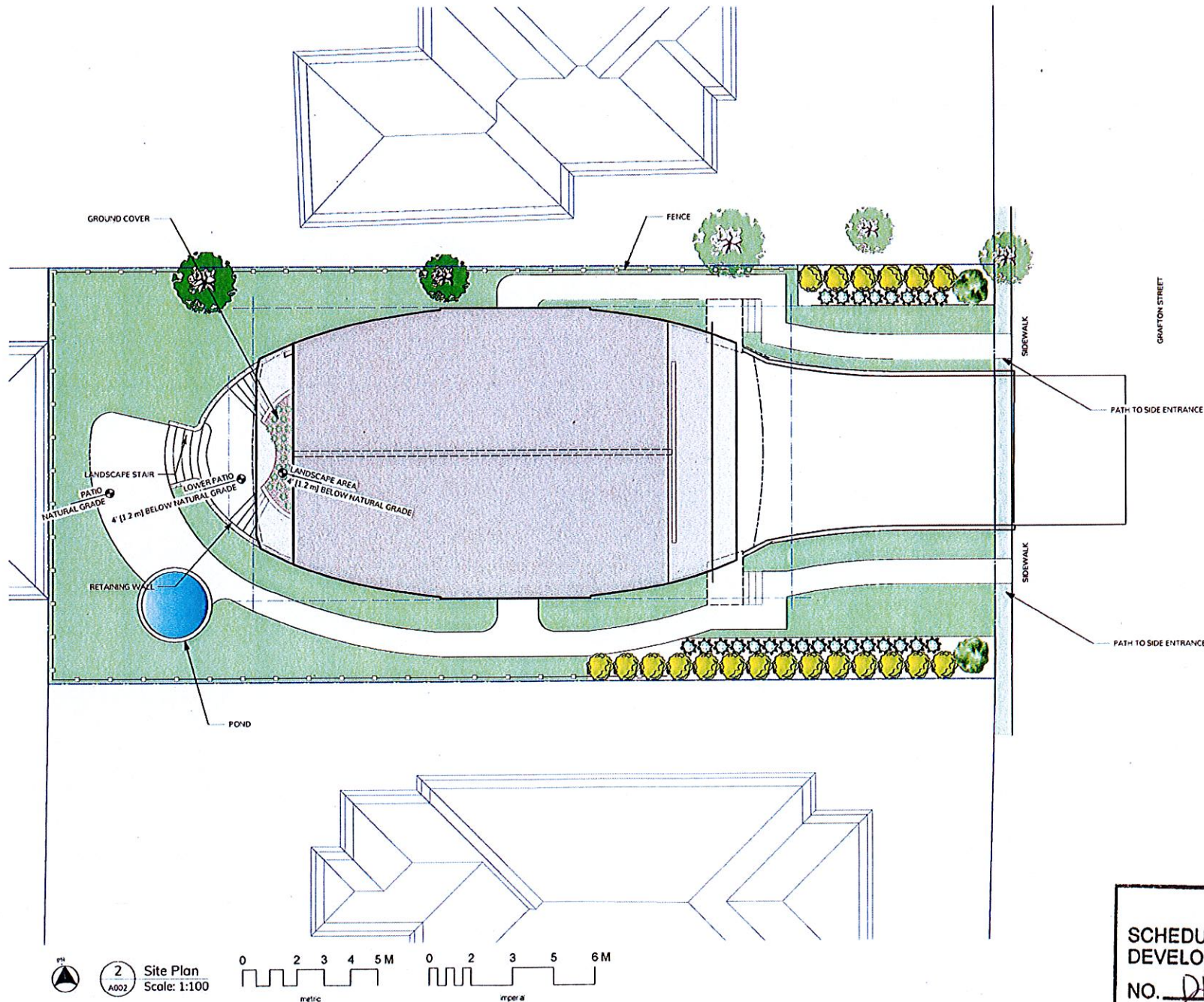


486 Grafton St. - PROPOSED

SCHEDULE <u>A</u> OF
DEVELOPMENT PERMIT
NO. <u>D0000105</u>
<i>[Signature]</i>
CORPORATE OFFICER







**LEGEND**

- SMALL TREE TO BE A SELECTION OF JAPANESE MAPLE 'BLOODGOOD' AND MAGNOLIA 'LITTLE JEN' SIZE: 15 GAL. APPROXIMATE NUMBER 2
- SMALL SHRUB TO BE A SELECTION FROM: ESCALLONIA NEWPORT DWARF, CHOISYA TERNATA 'SUNDANCE', CHOISYA DEWITTEANA 'AZTEC PEARL', PURPLE BARBERRY, BLUE BEARD SUMMER HEATHER, WINTER HEATHER SIZE: 1-3 GAL. APPROXIMATE NUMBER 24
- GROUND COVER TO BE A SELECTION FROM:
- CAST IN PLACE CONCRETE PATHWAY
- SOD
- 1.7 M (5'-8") HIGH WOODEN FENCE

**WAYMARK**

www.waymarkarchitecture.com  
1820 Government Street  
Victoria, BC V8T 4N5

No.	Date	Appr	Revision Notes
			</

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**nouveau housing** **Binishells**

Project Title: Binishell Duplex on Grafton Street

Sheet Title: Landscape Plan

Date: 2018-08-13

Author of Record: Graeme Verduin

Drawn by: CL G.V.W.W.

Reviewed by: G.V.W.

Project ID: 2018-011

**A002**

SCHEDULE A OF  
DEVELOPMENT PERMIT  
NO. DP000105  
  
CORPORATE OFFICER







**J. E. ANDERSON  
& ASSOCIATES**  
SURVEYORS - ENGINEERS

## SITE PLAN

TEL: 250-727-2214 FAX: 250-727-3395  
VICTORIA-NANAIMO-PARKSVILLE-CAMPBELL RIVER

File: 31338

Civic: 480 / 482 Grafton Street Victoria, BC V9A 6S6

Legal: LOT 5, SUBURBAN LOT 29, ESQUIMALT DISTRICT, PLAN 1428

Dimensions are in metres and are derived from Plans VIP 1428 and VIP 75909

Elevations are Geodetic (CVD28) based on control monument 84H0156 (15.927m)

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J.E. Anderson & Associates and the signatory accept no responsibility for and hereby disclaim all obligations and liabilities for damages including, but not limited to, direct, indirect, special, and consequential damages arising out of or in connection with any direct or indirect use or reliance upon the Plan beyond its intended use.

Subject to charges, legal notations, and interests shown on: Title No. CA798238 (P.I.D. 000-127-833)

This plan was prepared for the exclusive use of Nouvel Housing and their authorized agents for the purposes of a development application in the Township of Esquimalt.

Boundary lines shown have an expected positional accuracy of + or - 0.500m

This site plan does not constitute a redefinition of the legal boundaries hereon described and is not to be used in any matter which would assume the same.

If this plan is used in digital form, J.E. Anderson & Associates will only assume responsibility for information and content shown on the original unaltered drawing.

This plan lies within the Township of Esquimalt

This plan lies within the Capital Regional District.

Scale 1:250



### LEGEND

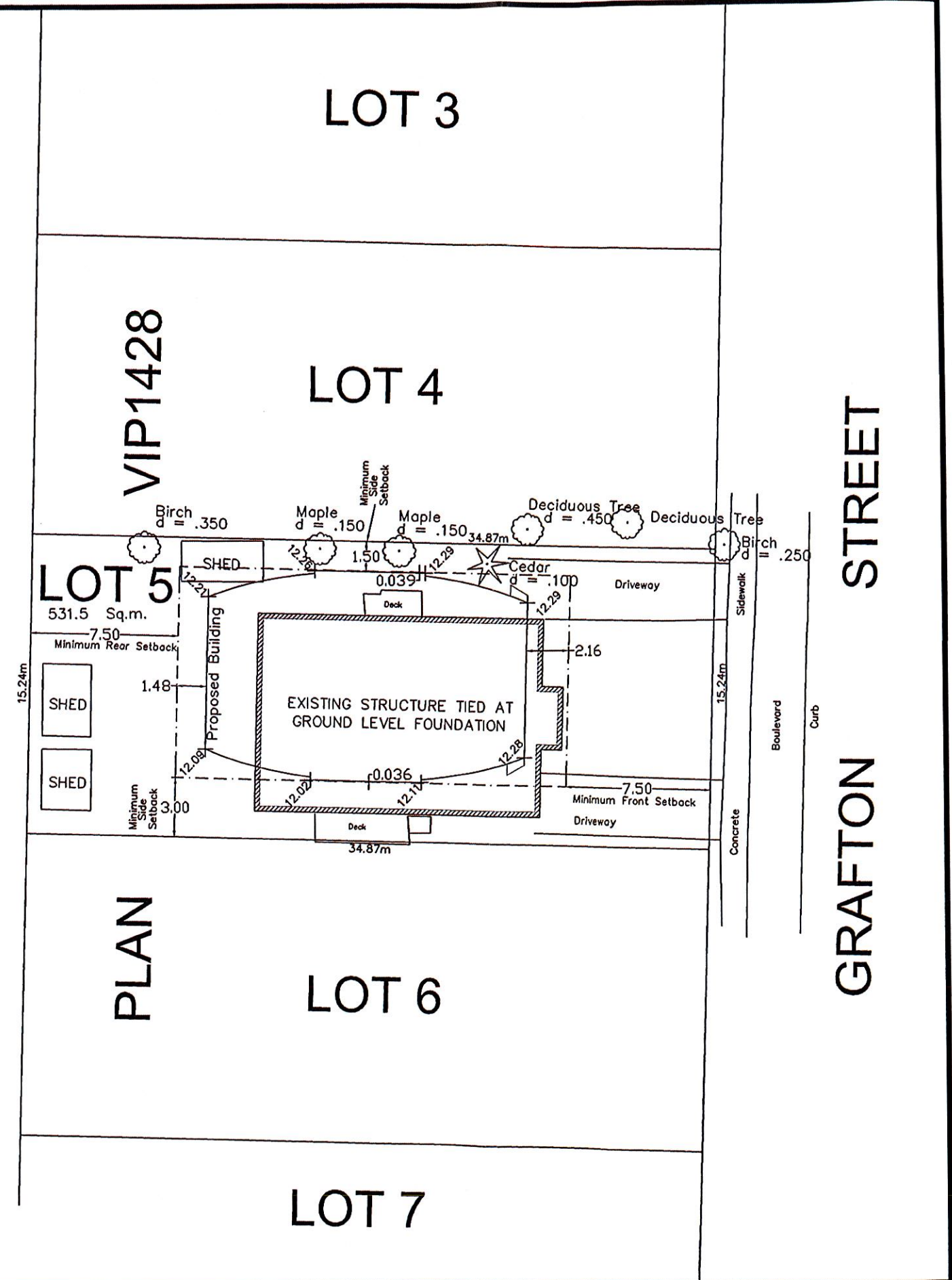
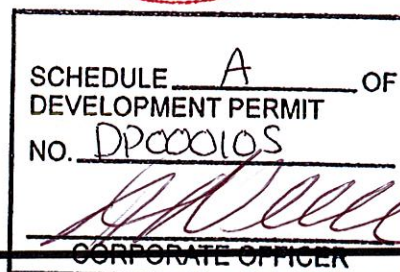
- Denotes Deciduous Tree
- + --- Denotes Typical Spot Elevation
- d --- Denotes Diameter (m)
- Denotes Coniferous Tree

Revision 1: Proposed Stairway Landings Added.

certified correct this 24th day of August, 2018.

Colin Grover FHPSKD  
c=CA, cn=Colin Grover FHPSKD, o=BC Land  
Surveyor, ou=Verify ID at www.juricert.com/  
LKUP.cfm?id=FHPSKD

Colin Grover, BCLS







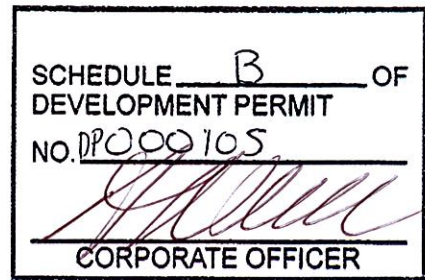
# Proposal

Larix

**Client Name:** Michael Porter  
**Project Name:** 482 Grafton Street  
**Jobsite Address:** 482 Grafton Street Victoria, British Columbia V9A 6S6  
**Billing Address:** 482 Grafton Street Victoria, British Columbia V9A 6S6  
**Estimate ID:** EST935450  
**Date:** May 30, 2018

## Sod \$7,856.36

2500 (p.s.f)	Sod	
30 CY	Turf Soil	
2 Loads	Deliveries MacNutt - deliver turf soil	
1 Hours	T190 - grade turf area	
3 Hours	T190 - install turf soil	
24.5 Hours	Isuzu Dump Truck w/Landscape Tools/Equipment	
2 Loads	Dump Fees MacNutt	
8 Hours	James Crew - rake & roll	James and Laborer
50 Hours	James Crew - install sod	James and Laborer
1 Loads	Delivery Machines - T190	



## Two Garden Beds @ 18 meters each \$2,721.58

13 CY	Garden Soil	MacNutt
1 Loads	Deliveries MacNutt - deliver soil	
3 Hours	MT 55 - install garden soil	Mini Loader
1 Loads	Delivery Machines - MT 55	
1 Hours	Isuzu Dump Truck w/Landscape Tools/Equipment	
3 Hours	James Crew - fine tune garden beds	James and Laborer
6.5 Hours	James Crew - install plants	James and Laborer
1 each	Japanese Maple 'Bloodgood' - 15	



Page 1 of 4



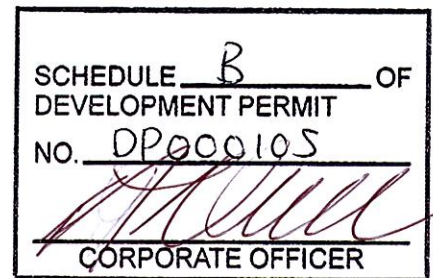
1 each	gal	
	Magnolia 'Little Gem' - 15 gal	
6 each	Escallonia Newport Dwarf - 2 gal	
6 each	Plerus 'Little Heath' - 3 gal	
3 each	Purple Barberry - 3 gal	Gentry
3 each	Blue Beard - 2 gal	Dark Knight
3 each	Summer Heather - 1 gal	
3 each	Winter Heather - 1 gal	Variety
1 Loads	Deliveries Isuzu - pick up plants from Island View Nursery	



### 35 meters of Fencing

\$3,931.23

5 each	Fence Panel - Diagonal Lattice - 6 ft tall by 8 ft wide	
6 Each	4*4*10 PT	
3 Per Pound	Deck Screws - All	
16 Hours	Isuzu Dump Truck w/Landscape Tools/Equipment	
1 Loads	Deliveries Lumberworld	
16 Hours	James Crew - install PT posts	James and Laborer
22.1 Hours	James Crew - install panels	James and Laborer
18 Each	Quick Crete	Yellow Bag



### Pond


\$4,592.96

0.5 CY	River Rock - 3" to 5"	1 cubic yard covers 5 s.f. (based on 1" depth)
1 CY	Drain Rock - 3/4"	Clear Round
1 Loads	Blast Rock Boulders - 3'	
162 per foot	EPDM - waterproof pond membrane	Waterproof pond membrane
1 each	Filter Cloth - Rolls	150 square feet
1 each	Aquascape Aquasurge 2000 - water pump	Quality pump for large ponds up to but not limited to 10 ft by 10 ft. Cycle all the water in the pond once per hour.
1 Loads	Deliveries Isuzu	
20 Hours	Isuzu Dump Truck w/Landscape Tools/Equipment	
8 Hours	E50 - build outer perimeter of pond	
32 Hours	James Crew - build inner portion of pond	James and Laborer

Subtotal \$19,102.13





SCHEDULE <u>B</u> OF
DEVELOPMENT PERMIT
NO. <u>DPO00105</u>

CORPORATE OFFICER

Taxes	\$955.13
Estimate Total	\$20,057.26

#### Payment Terms and Conditions

Upon the acceptance of the work, payment of the unpaid balance Contract Price when due together with such Value Added Taxes as may be applicable to such payment.

- Should the Client fail to make payments as they become due under the terms of the Contract or in the event of any claim, interest at twelve percent (12%) per annum above the prime rate on such unpaid amounts shall also become due and payable until payment.
- The act of non-payment creates a lien in favor of the Contractor Inc. in any and all equipment and property of the Client in the possession of the Contractor Inc. as well as in the Work in progress as at the date of termination, the Contractor Inc. shall be at liberty to retain possession of the same pending payment in full.
- Notwithstanding anything contained herein to the contrary, the completion date of the Work shall be deemed to be extended by that number of days equal to any delay in payment to the Contractor Inc.

#### Exclusions

The Following matters are excluded from the Work, unless specified in writing to the contrary:

- Electrical Work is to be done by a certified electrician only and is always additional to the Contract.
- Iron railings removed during construction are always re-attached at an additional cost.
- Damage to existing irrigation lines during construction is considered to be an additional cost.
- Drainage: Should the Client's property be the lowest elevation in relation to surrounding property or buildings, the Contractor, Inc. reserves the right to retain a Soil Engineer to evaluate and propose drainage solutions. All costs for engineering services, as well as the actual drainage work will be at the Client's expense. Unless the Client has a detailed Topographical survey completed, the above clause may come into effect.
- Painting and Staining
- Conduit and connections for electrical, gas, and all other utilities and services
- Site Unknowns: Including, but not limited to, sub-surface conditions/obstacles that create unforeseen labor, equipment, material or disposal charges

#### Procedure for Extra Work and Changes

If it shall become necessary for the Contractor to make changes in any designs, drawings, plans, software, reports or specifications for any part of the project or reasons over which we have no control, or we are put to any extra work, cost or expense by reason of any act or matter over which it has no control, the Customer will pay to the Contractor a fee for such changed or extra Work calculated on a time and materials basis. All changes to Work or pricing or the terms of this Agreement will be read and understood within the context and meanings of this Agreement unless stated explicitly to the contrary. Extras to the Contract are payable by the Owner forthwith upon receipt of the Company's invoice.

**Change Notice:** Any Contract change in scope in excess of one thousand dollars (\$1,000.00) requires a Contract Change Notice under which Work is to proceed. Work will not commence under a Contract Change Notice (CNN) unless with written Owner approval.

For Changes in scope of less than one thousand dollars (\$1,000.00), the Contractor will provide the Customer notification by way of its Progress Report. In either instance, such notification shall be plain and clear in terms of scope and reason. Any record, telephone conversation or meeting in which such change in scope was introduced, shall be attached as supporting documentation.

#### Warranty and Tolerances

- Payments Received: The Warranty for the contract is only valid if payment is received in full on acceptance of the work.
- Diligence: the Contractor agrees to carry out its Work diligently and to provide sufficient supervision and inspection of its staff and subcontractors and that it's work will be of proper and professional quality, and in full conformity with the requirements of



SCHEDULE B OF  
DEVELOPMENT PERMIT  
NO. DP000105

- the contract.
- Competence: the Contractor warrants that it is competent to perform the Work and that it has the necessary qualifications including knowledge and skill with the ability to use them effectively.
- Site Unknowns: It is the responsibility of the Client or the Client's Representative to fully inform the Contractor of all the information regarding site unknowns that may include difficult buried materials, cables, and pressurized mains, drainage water table issues, rock and shale sub-surfaces and/or other impediments, issues or factors that could otherwise impact the quality, cost and timeliness of project completion. Failure to notify the Contractor may lead to additional costs to the Client (at the Contractor's discretion) and schedule time not included in the Quotation in Schedule 1, and may require changes in design and construction to overcome such problems – all for which the Client will be responsible. Client can avoid such risks by permitting the Contractor to do appropriate soil and ground tests, review the site, and to secure additional required site information from appropriate government and other authorities. The cost(s) of such additional work is not included in the Quotation in Schedule 1 attachment.
- Damaged Utilities: Should damage occur to utilities during construction, the Contractor is only liable for the cost of the repair. the Contractor is not liable in any way for inconvenience to the Client caused by damage to the utilities.
- Damage to neighbors buried utilities, on the Client's property, are the responsibility of the Client.
- Building/Window/Vehicle Washing: Buildings, windows, or vehicles of the Client, including neighbors, are not intended to be kept clean due to dust during Construction or Work performed by the Contractor. Any necessary cleaning due to Construction or Work by the Contractor will be the responsibility of the Client.

#### Material Tolerances

- Wood: Pressure treated wood cannot be guaranteed against warp age, checking, or cupping. Cedar is expected to crack especially 6X6 up to 3/8 inch gaps and the entire length of the wood. Ipe is expected to crack especially 4X4 up to 3/8 inch gaps and the entire length of the wood.
- Stone: Natural stone has color variations that vary from stone to stone. In addition, mineral deposits such as lime, iron, etc. can change the stone and even bleed. This is the nature of the product and the Client accepts this as a natural and acceptable quality of the stone.
- Metal: Metal, which is not galvanized, is not guaranteed from rusting commencing immediately after installation.
- Concrete: Spider cracks (hairline stress-fractures) are considered a normal characteristic of all types of concrete. Concrete may crack substantially over time due to proximity of tree roots. Colored concrete consistencies vary from truck to truck; therefore it is not possible to produce an exact match with pours over nine meters. The Client absolves the Contractor of liability if "smooth" concrete is the desired finish (due to slippage).
- Warranty Time Period: the Contractor warrants all construction and installation for a period of one (1) year, providing that they have been maintained properly. All construction materials are subject to manufacturer's specific warranties/guarantees. Planting is warranted for one (1) year if there is an approved irrigation system.
- Client Responsibilities: The Client recognizes and agrees that they have a responsibility to maintain constructions, plants, bushes, trees, and other installations in keeping with standard quality maintenance requirements in order for the Warranty to remain in affect. Failure to properly maintain materials or horticulture installations will void the warranty. Client further recognizes and agrees that damage to construction, materials, horticulture elements and other warrantable items of the project will not be warranted if the damage or loss is due to elements beyond the control of the Contractor. For example, flooding eaves troughs that damage plants, fallen branches, animal caused damage, frozen/ burst irrigation or drainage pipes that were not seasonally drained at the proper time, use of improper chemicals, improper maintenance, extreme or unusual weather conditions, and similar and/or related situations – void all warranties provided by the Contractor.
- Use of Client Selected and Approved Substandard Materials: Client recognized and agrees that if the Client has chosen and approved the use of substandard materials for any application that the one year warranty will be void or otherwise limited in writing on those items so impacted, but will remain in affect for all other elements of the project not impacted directly or indirectly by use of substandard materials. the Contractor will notify in writing to the Client any material that the Client has selected that would negatively impact the one year warranty of the Contractor – prior to purchasing and/or installing such materials.
- Material Grades: The Client recognizes that all materials come in a range of grades of quality and finishes, and that natural materials are not perfect. Natural wood have knots, and other natural materials have variability in color due to a wide range of factors, and that sample while useful in material selection decision-making, cannot be expected to accurately represent the total completed surface of a given construction or installation. the Contractor shall endeavor to enable the Client to see or understand the representative range of color, surface texture, and related of all materials begin seriously considered for installation on a project, however, it will be responsibility of the Client for the final selection of those materials. Once the selection has been approved by the Client, the Client will be responsible for all costs associated with changing any given material should the Client change their mind during or after material is purchased or constructed.

Estimate authorized by: \_\_\_\_\_

Company Representative

Estimate approved by: \_\_\_\_\_

Customer Representative

Signature Date: \_\_\_\_\_

Signature Date: \_\_\_\_\_