

**BEFORE THE ISLAND REGULATORY AND APPEALS COMMISSION**

IN THE MATTER OF an appeal pursuant to s.28 of the *Planning Act*, RSPEI 1988 c. P-8 by Nancy Dahl with respect to the denial of an application for a building permit at PID #945717 located at 47 Calm River Court, Granville, Prince Edward Island

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**RECORD OF DECISION PREPARED BY  
THE DEPARTMENT OF AGRICULTURE AND LAND**

---

**Mitchell O'Shea**  
Legal Services  
Justice and Public Safety  
95 Rochford Street, PO Box 2000  
Charlottetown, PE

**Solicitors for the Department of  
Agriculture and Land**

Barbara Stevenson, Q.C.  
Carr, Stevenson & MacKay  
65 Queen Street  
Charlottetown, PE C1A 7L1

Counsel for the Developer,  
Donna Clark

Nancy Dahl  
Appellant

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Donna Clark

Nancy Dahl  
Appellant

## INDEX

<u>Tab</u>	<u>Description of Record</u>
1.	Development Permit issued on April 26, 2022 for PID 945717
2.	Applications submitted for PID 945717 <ol style="list-style-type: none"><li>Original Application submitted March 30, 2021</li><li>Amended Application submitted December 29, 2021</li></ol>
3.	Notice of Appeal and appeal documents

TAB

1

Agriculture and Land



26-Apr-2022

**Development Permit**

**Issued under the authority of  
"The Subdivision and Development Regulations"**

Permit No. S-2021-0124

Permission is hereby granted to Donna F. Clark, applicant thereof, to construct a residential single dwelling unit on Provincial Parcel Number 945717, located off of Calm Water Court in the community of Granville, in accordance with the plans and information submitted, and subject to compliance with the provisions of all regulations under "The Planning Act", governing and affecting the development. However, this permit does not in any way guarantee or ensure the title of the holder in the property described herein nor does it affect the holders liabilities, rights or privileges of ownership to such property.

This Permit expires twenty four (24) months from the date of issue.

This permit has been issued in a geographic area which does not have land zoning. The area may include existing or future residential, agriculture, commercial, industrial, forestry, tourism, fishing, aquaculture or institutional uses which may influence the use of the site for which the permit has been issued.

If this development is to be serviced by a new sewage disposal system, you are advised not to start construction until you have contacted a licensed Septic Contractor; failure to do so may result in higher installation costs, or no suitable location on the site for the septic system. Issuance of this development permit does not imply any warranty against damages related to weather and/or climate change, including, but not limited to, coastal erosion and flooding. Government shall not be liable for any claims, demands, losses, costs, damages, actions, suits or proceedings of every nature and kind whatsoever arising out of or resulting from the issuance of this development permit or which may occur to this development as a result of damages related to weather and/or climate change, including, but not limited to, coastal erosion and flooding.

- Subject To:
- 1) Any plumbing work to be done in the building must be carried out by a plumbing contractor who employs Journeymen Trade Qualification (TQ) plumbers. As well, it is also a requirement under the Plumbing Code Regulations that the plumbing contractor acquire a Plumbing Permit before the installation can commence.
  - 2) Structure being erected in accordance with the approved application sketch.
  - 3) The sewage disposal system being designed in accordance with the Category 2 requirements of the Sewage Disposal Systems Regulations, with an assumed permeable soil depth of 30 cm. see -SS-32-22.
  - 4) A minimum buffer zone of 15 meters adjacent to the watercourse/wetland. A minimum building setback of 75 feet is also required adjacent to the watercourse/wetland. For information on activities that may occur within the 15 meter buffer, or a delineation as to the extent of the wetland system, please contact 902-368-5049.
  - 5) Note: Additional approvals and/or permits may be required prior to the start of construction. This may include the requirement for a Building Permit and adherence to the National Building Code. For further information, please contact a Building Official at 902-368-5280.

Approved By:

Lou Ann Wolfe  
Safety Standards Officer

TAB

2

TAB

A



SFD

Completed

## 1. Application Type

- Building & Development Permit ☒
- Development Permit Only ☐
- Building Permit Only ☐

Personal information on this form is collected under section 31 (c) of the *Freedom of Information and Protection of Privacy Act* R.S.P.E.I. 1988, c. F-15.01 as it relates directly to and is necessary for the review of your application. If you have any questions about this collection of personal information, you may contact (902) 368-5280 for more information.



## 2. Property Information PPA# 94714 / case # 21192?

Property Tax Number: PID 945717

Community: South Granville

Civic Address Number: on line

Street Name: Calm Water Court

Property Depth: 488' + irregular

Property Width: 50' to 200' variable

Property Acreage: 1.67 acres

Lot Number  
(if applicable) Lot A-12

PAID  
MAR 30 2021  
Amount \$250.00  
Receipt #

# 00464P

## 3. Applicant Information and Mailing Address

Name: Donna F Clark  
First Middle Initial Last

Company Name:

Street Address or PO Box: 25 Birchwood Heights

Community: Summerside

Province: PEI

Postal Code: C1N 4C2

Email: donna@couragegroup.ca

Phone: 902-471-1753

## 4. Property Owner Information if Different From Above

Name: \_\_\_\_\_  
First Middle Initial Last

Company Name: Blanchard Maritime Enterprises Ltd

Street Address or PO Box:

Community: purchase agreement attached.

Province:

Postal Code:

Email:

Phone:

New application  
made. see new  
Plans.

S-2021-0124



## 5. Existing Land Use

a. How is the property currently used? Please check all that apply.

- |   |  |                                      |
|---|--|--------------------------------------|
| <input checked="" type="checkbox"/> Single-unit residential | <input type="checkbox"/> Commercial    | <input type="checkbox"/> Agriculture |
| <input type="checkbox"/> Multi-unit residential             | <input type="checkbox"/> Industrial    | <input type="checkbox"/> Forestry    |
| <input type="checkbox"/> Rental accommodations              | <input type="checkbox"/> Institutional | <input type="checkbox"/> Other       |

b. Describe the current land use in detail. If the property is used for a livestock operation, include the type of livestock, the number of animals, and whether there is a manure storage facility.

Vacant lot in Subdivision - lot for single family home construction

c. Are there existing buildings on the property? ☐ Yes ☒ No

d. If there are existing buildings on the property, please describe the use of each building in detail.

e. What is the physical nature of the land? Please check all that apply.

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Wooded or treed | <input type="checkbox"/> Pasture          | <input type="checkbox"/> Along the coast             |
| <input type="checkbox"/> Low or swampy   | <input checked="" type="checkbox"/> Hilly | <input checked="" type="checkbox"/> Near a waterbody |
| <input type="checkbox"/> Cultivated      | <input type="checkbox"/> Level or flat    | <input type="checkbox"/> Other                       |

f. Describe the physical nature in detail.

Vacant cleared lot on Trout River in Granville on Water Subdivision. Sloppy lot to river. Grassy.

g. Are any of the following located within one kilometre of the proposed development?

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Livestock operation       | <input type="checkbox"/> Waste disposal site | <input checked="" type="checkbox"/> Residential lots |
| <input type="checkbox"/> Quarry or pit             | <input type="checkbox"/> Airport             | <input type="checkbox"/> Shellfish processing        |
| <input type="checkbox"/> Sewage treatment facility | <input type="checkbox"/> Cemetery            | <input type="checkbox"/> Active wharf                |

## 7. Access and Servicing Information

- a. Will the proposal require the creation of a new driveway or the relocation of an existing driveway? ☒ Yes ☐ No
- b. Was a soil assessment (perc test) completed on the property? ☐ Yes ☐ No
- c. Is there an existing septic system on the property? ☐ Yes ☒ No
- d. How will the proposed structure receive sewer services?
- ☒ New on-site system #N/A ☐ Municipal Central Waste Treatment
- ☐ Existing on-site system ☐ Private Central Waste Treatment

## 8. Technical Information

- a. What type of heating system are you proposing? Please check all that apply.

Oil: ☐ Baseboards ☐ Forced Air ☐ In-Floor

Electric: ☐ Baseboard ☒ Heat Pump ☐ In-Floor

Other:  
Please  
Describe

- b. What type of basement are you proposing for the structure?

☒ Full Basement ☐ No Basement

☐ Slab on Grade ☐ Crawlspace

- c. What type of foundation are you proposing for the structure?

☒ Standard Concrete ☐ Insulated Concrete Form (ICF) ☐ Wood Posts

Other:  
Please De-  
scribe

- d. What type of electrical service are you proposing for the structure?

☐ 100 Amp ☒ 200 Amp

Other:  
Please De-  
scribe

- e. What siding material are you proposing for the structure?

vinyl

- f. What roofing material are you proposing for the structure?

asphalt shingles

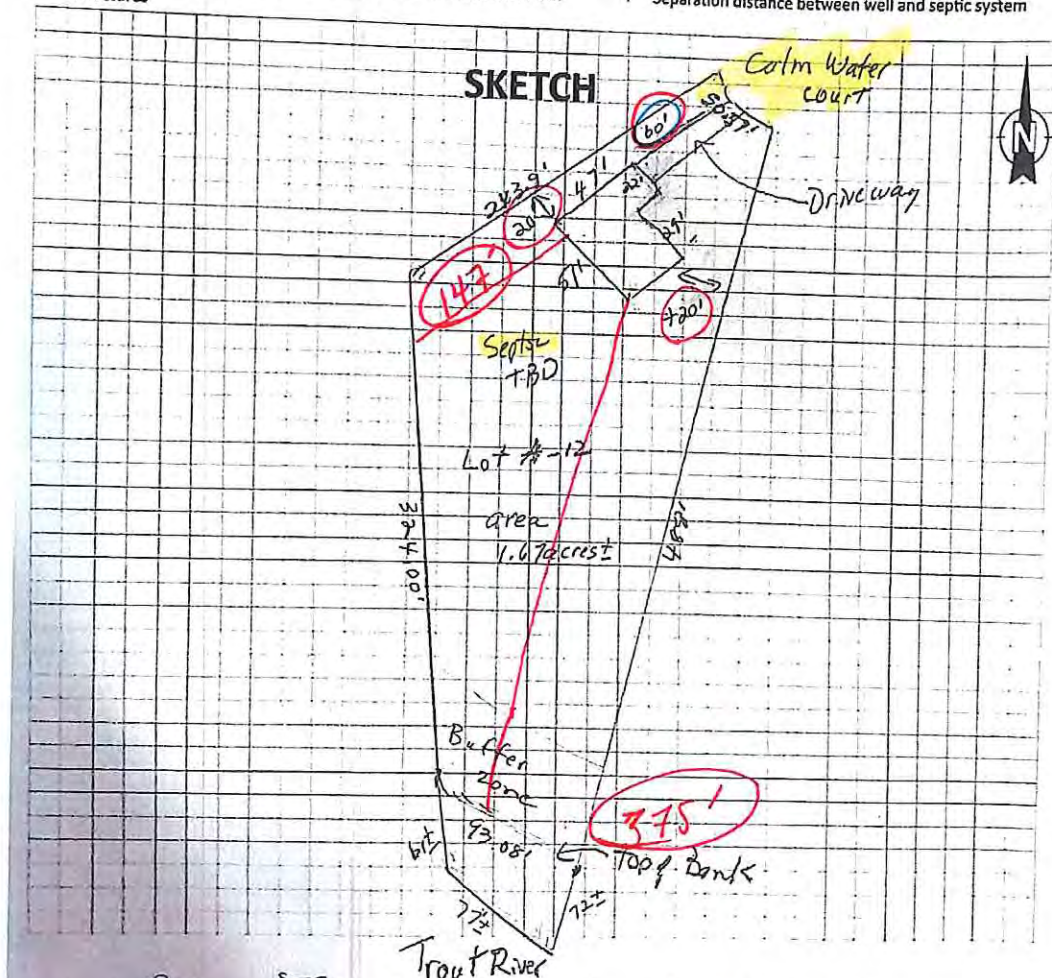
PID#  
945717

## Building & Development Permit Application Sketch

Pursuant to the Planning Act

Note: This sketch is required as part of the Building & Development Permit Application. The information below must be checked, where applicable, and shown to scale in the sketch provided.

- |   |  |
|---|--|
| <input type="checkbox"/> Show property boundaries and dimensions  | <input type="checkbox"/> Show roads  |
| <input type="checkbox"/> All structures including exterior dimensions                                     | <input type="checkbox"/> Setback from side and rear yard property lines        |
| <input type="checkbox"/> Distance of structures from centre of roads                                      | <input type="checkbox"/> Distance from watercourse, top of bank, and sand dune |
| <input type="checkbox"/> Location of driveway from the centre to the nearest property boundary            | <input type="checkbox"/> Natural slope of the land                             |
| <input type="checkbox"/> Location of well, septic tank, and field tile and show distances from structures | <input type="checkbox"/> Separation distance between well and septic system    |



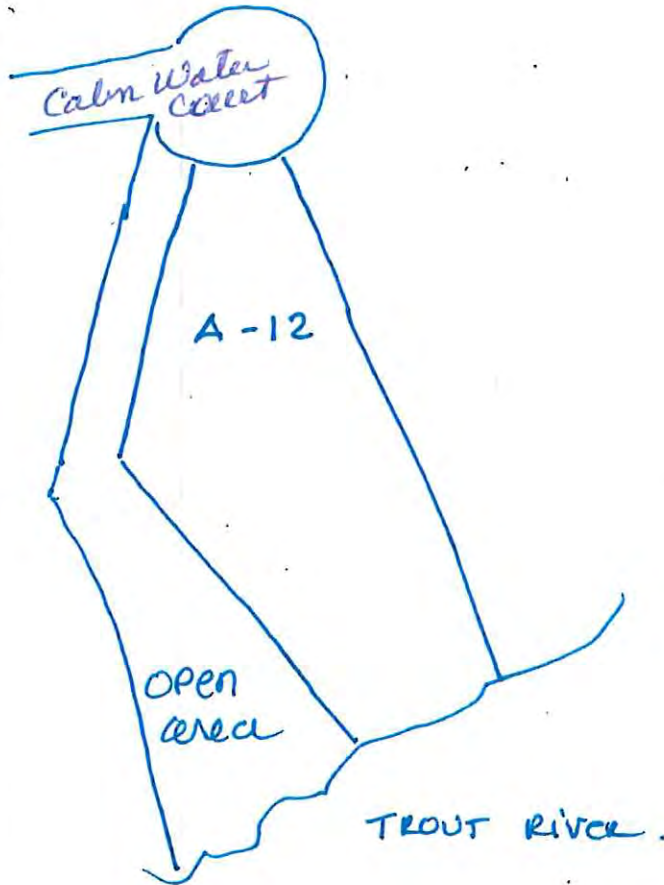
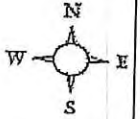
Donna Clark

March 30, 2021

# Site Visit Sketch

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

Officer: Shirley



Variance granted for: NA  
Approved By: Shirley  
Date: April 22 2022

Case # 21992B Lot A-12  
Building Permit # S-2021-0124

See approved lot (see file 21992B)  
central water  
- hydrographic  
environmental applications only:



# Building Permit/SD Division Application Checklist

Building Permit # S-2021-0124

Case #

Owner Name: Donna Clark

Applicant Name: Warrens Carpentry

PID # 945717

Parent Parcel # 94714

Location South Granville

Site Assessment: Y ☒ N ☐

RD #

Case Number 21192B

Referenced Case

Files/building permits

21192B

## Property Information

Identification

Yes ☐ No ☐

IRAC Confirmation (attached)

-If Identified -

EC Memo

IRAC correspondence:

NOTE(S):

## Special Planning Area Information

Special Planning Area:

Note(s):

Declaration Required: Yes ☐ No ☐

Note(s):

Number of Lots taken off parcel to date:

Approved Use:

Case File(s):

## Natural Environment

Sand Dunes: Na

Wetland: Na

Pond: Na

Stream: Na

Top of Bank: ✓

Sent for Comment

Person

Date

Special Conditions

Building Permit # 945717-S-2021-0124  
Case File # 21192  
Property Tax # 945717

Go ahead?

Comments: Unit to Air Kitchen

Boundary Lines

Set Back to Septic/Well

Distance (in feet)

meets regulation

requires variance

Comments: Set back to top of Bank Buffer zone is 26' 11"

A-13  
56 ACRES±

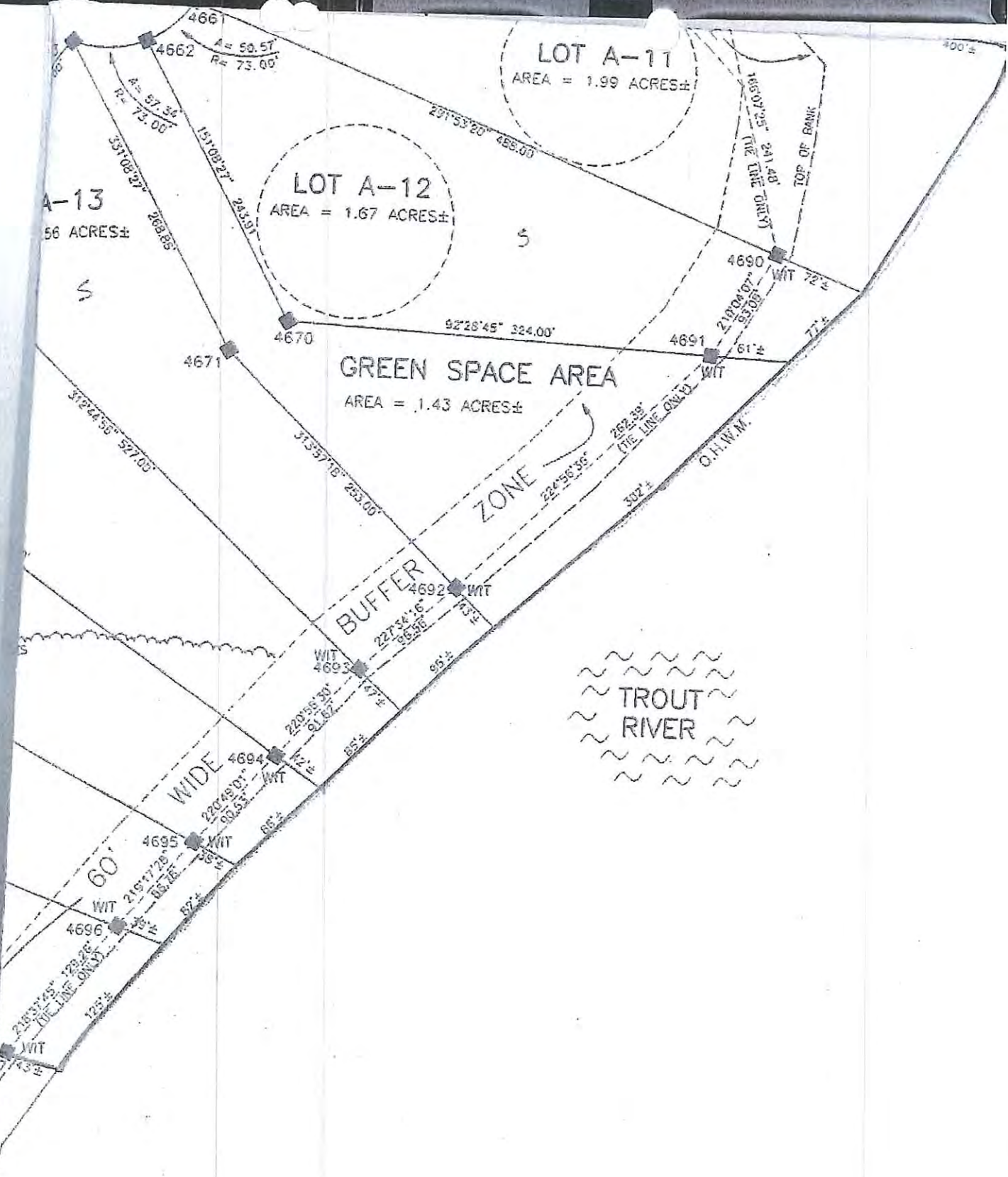
LOT A-11  
AREA = 1.99 ACRES±

LOT A-12  
AREA = 1.67 ACRES±

GREEN SPACE AREA  
AREA = .143 ACRES±

BUFFER  
ZONE

TROUT  
RIVER



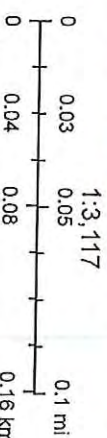


# PID # 945717 ~ Donna F. Clark



April 8, 2021

- Property Boundary ☒ Identified Lands ☐ Yes ☐ No
- Wetland ☒ Elevation 2m 3m 4m
- Natural Area 2020 ☒ 2m
- Watercourse ☒ 3m
- Road Network ☒ 4m
- Arterial ☒ 15m Buffer
- 2nd Arterial ☒ 3m
- Infilling ☒ 4m
- LAccess ☒ 15m Buffer



This map is not intended for legal description or to calculate exact land dimensions.

Source: Esri, Maxar, GeoEye, Earthstar, Geographic, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



[Click to return to Main Page](#)

## Identified Land Search Results



**WARNING!** The Land Information System databank is based on information filed as part of applications made under the Land Use Protection Act. The Commission does not warrant the accuracy of the information. Without limiting the generality of the foregoing, certain information may have changed after processing the applications including, in some cases, the assignment of new parcel numbers to identified land. The new parcel numbers are not necessarily contained in the databank. The databank does not include parcels that were identified prior to 1979.

Questions? Email us by clicking [here](#).

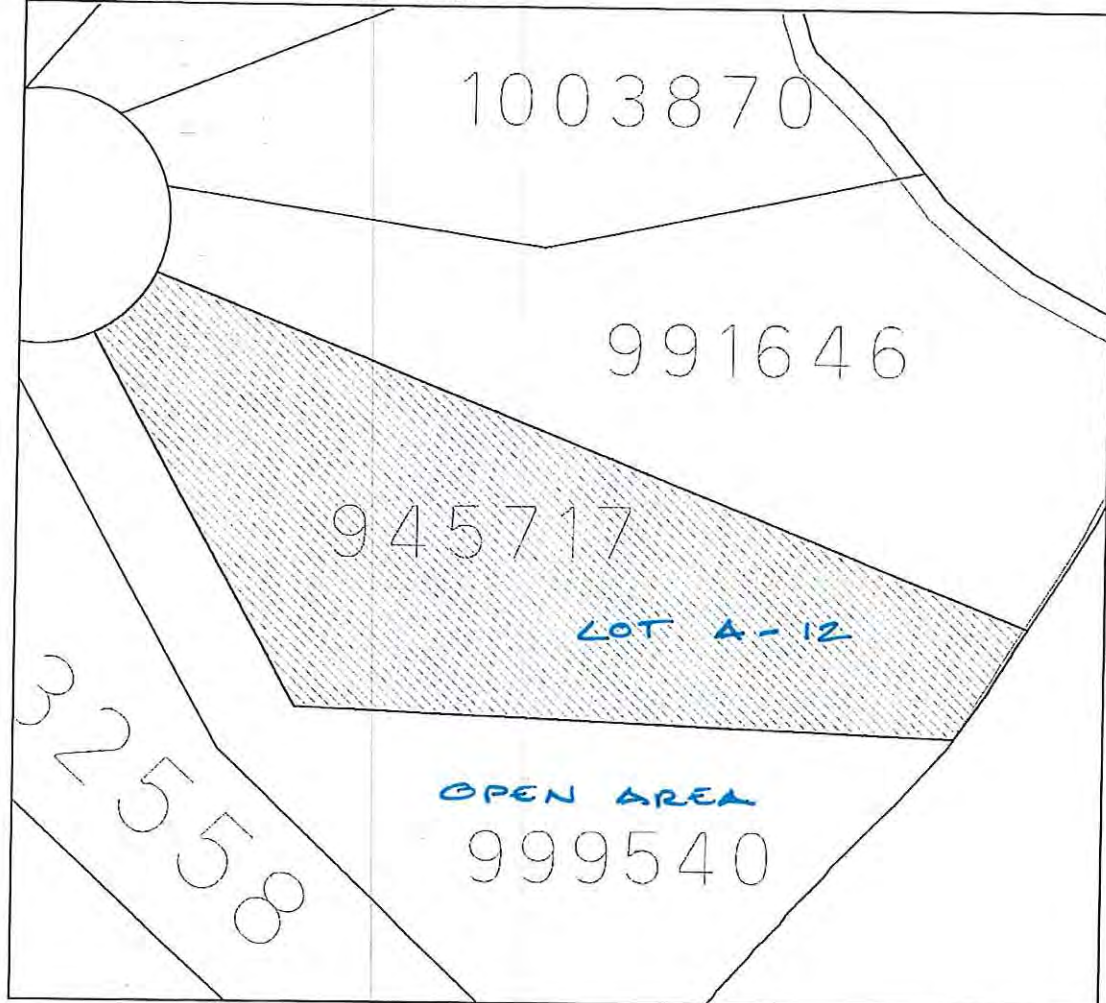
Please enter parcel number (you must enter 6 or 7 digits):

Search

No records found!

PEI GEOMATICS  
INFORMATION CENTRE

Owner Name: BLANCHARD MARITIME ENTERPRISES LTD  
Location: null



PROVINCE OF PEI DEPARTMENT OF  
PROVINCIAL TREASURY  
GEOMATICS INFORMATION CENTRE  
11 KENT ST. CHARLOTTETOWN  
PEI C1A 7N8

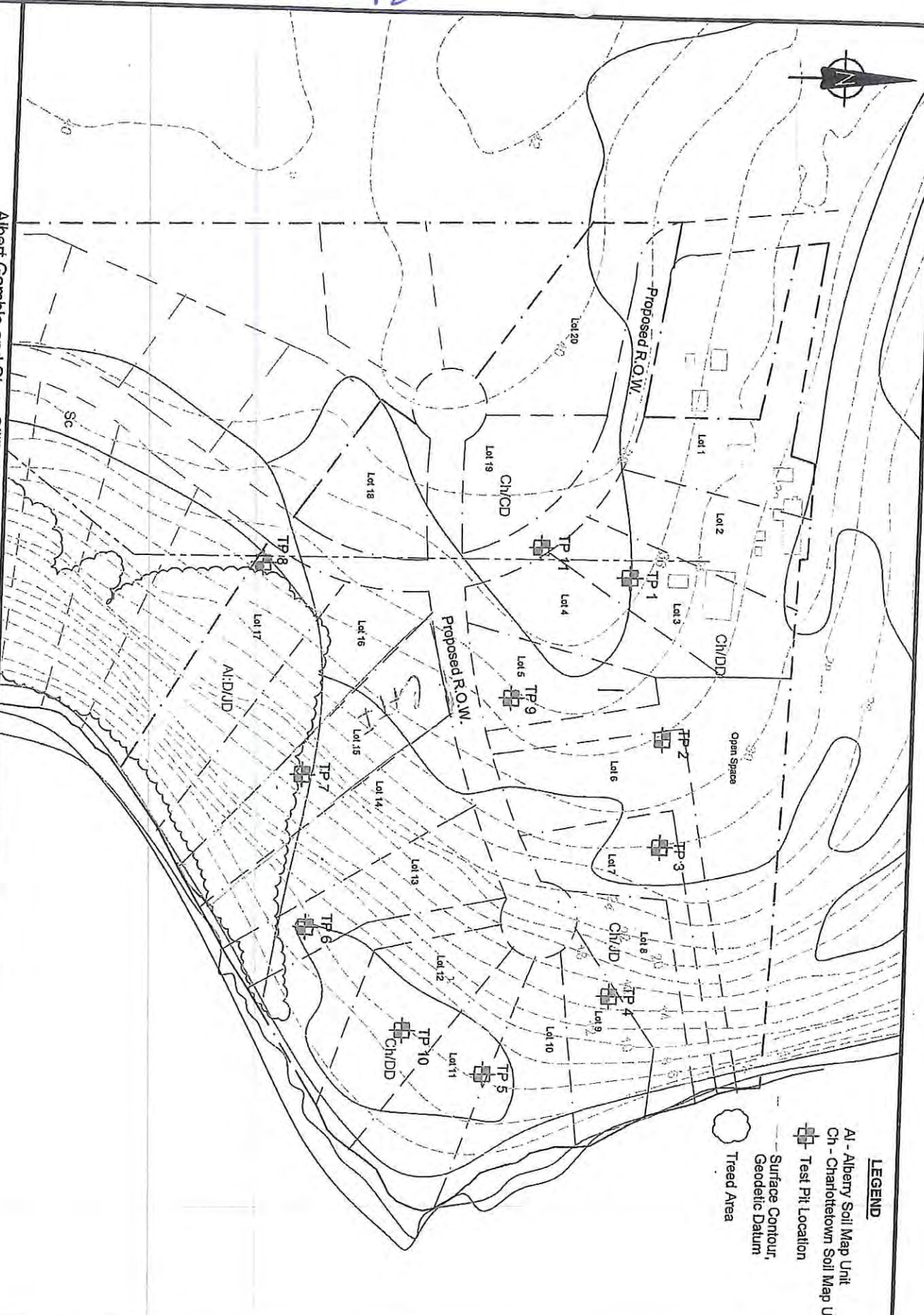
PHONE: 902-368-5178  
FAX: 902-368-4399

WHILE THIS MAP MAY NOT BE FREE  
FROM ERROR OR OMISSION, CARE HAS  
BEEN TAKEN TO ENSURE THE BEST  
POSSIBLE QUALITY. THIS MAP IS A  
GRAPHICAL REPRESENTATION. IT IS NOT  
INTENDED TO BE USED TO CALCULATE  
EXACT DIMENSIONS OR AREAS.

SCALE: 1:939  
DATE: Apr 8, 2021  
TIME: 03:39:11 PM  
ACREAGE: 1.65  
WORK UNIT: 2128



21192



**LEGEND**

- AI - Albany Soil Map Unit
- Ch - Charlottetown Soil Map Unit
- Test Pit Location

- Surface Contour, Geodetic Datum
- Treed Area

Albert Gamble and Stacy Silliker  
 Phase I - Proposed 20 Lot Subdivision  
 North Granville (PID 94714), Queens County, PEI  
 Test Pit Location Plan

Scale: 1:3000

Drawing No.:

PEC71883-1

Date:

Nov. 13, 2003

Dwn By:

DR

Appd:

C. J.



**Jacques Whitford**







APPROVED

APR 01 2004

Dept. of Community & Cultural Affairs

Per *Earth Care*

A-01 to A-20 FOR SUMMER  
COTTAGE USE ONLY

Subject to:

- 1.) A minimum of 24 inches of "Good-quality Fill" shall be placed in the area of the proposed sewage disposal fields for Lots 1 - 14 and 16-20. There is no fill required for Lot 15.
- 2.) All trenches for disposal field installations shall be excavated to ensure a minimum of 12 inches of permeable soil is maintained below the bottom of the trenches.
- 3.) 12 to 15 inches of cover shall be placed over the systems.
- 4.) All lots being serviced by a central water supply system: prior to any construction of the central water supply, a certificate of approval pursuant to Section 13 of the Environmental Protection Act must be obtained from the Water Management Division of the Department of Environment and Energy.
- 5.) Adherence to requirements and regulations for development within the 100 ft Forested Riparian Zone measured inland from the top of the bank. For further information contact Barry Jackson at the Department of Environment and Energy (368-4684).

Category I for Lot 15 (on eastern portion of Lot).

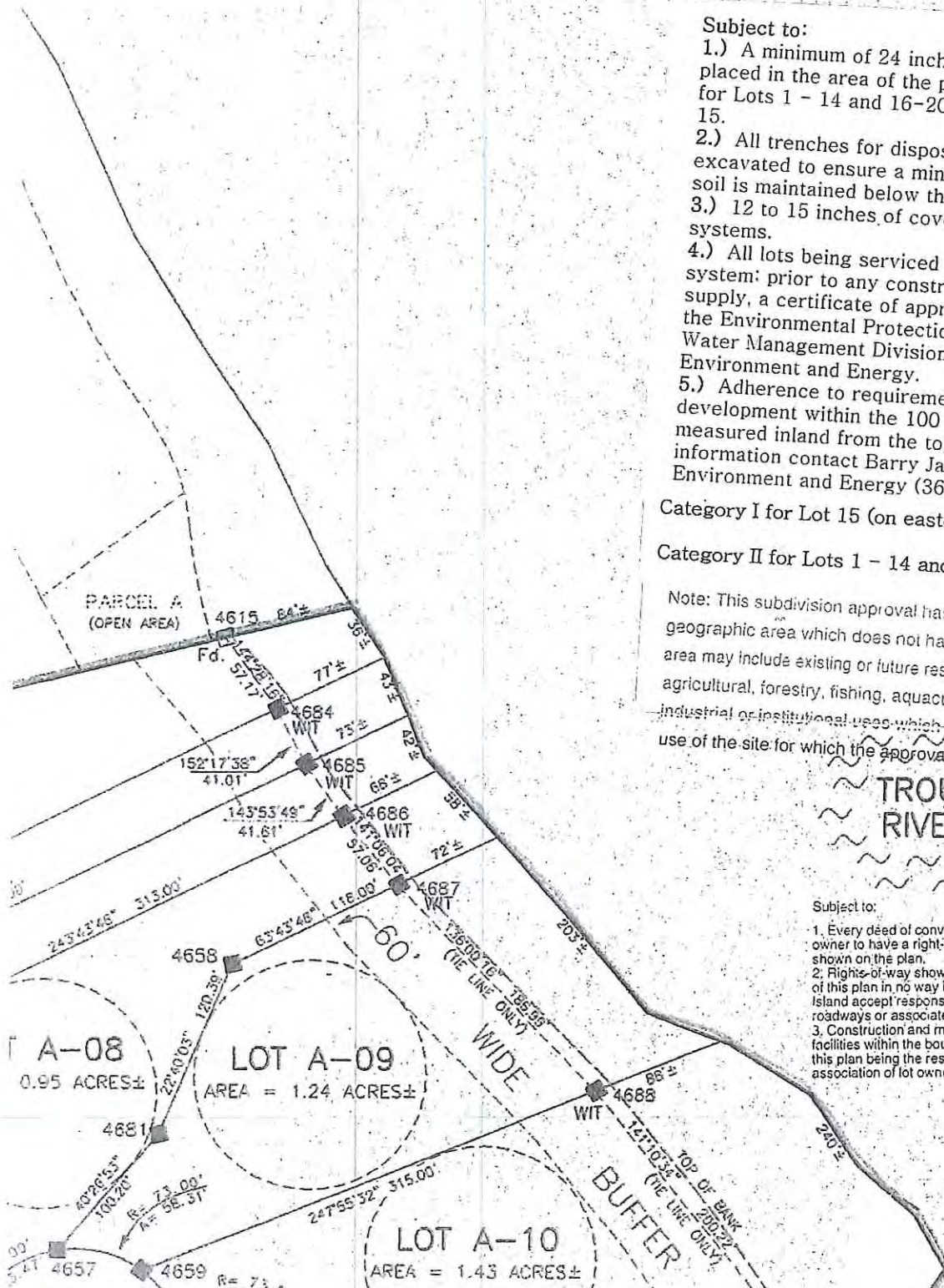
Category II for Lots 1 - 14 and 16 - 20.

Note: This subdivision approval has been issued in a geographic area which does not have land zoning. The area may include existing or future residential, commercial, agricultural, forestry, fishing, aquaculture, tourism, industrial or institutional uses which may influence the use of the site for which the approval has been issued.

TROUT  
RIVER

Subject to:

1. Every deed of conveyance of every lot providing for each lot owner to have a right-of-way from the lot to the public road, as shown on the plan.
2. Rights-of-way shown on this plan remaining private; approval of this plan in no way implies that the Province of Prince Edward Island accept responsibility for construction or maintenance of roadways or associated drainage facilities.
3. Construction and maintenance of roadways & associated drainage facilities within the bounds of the private rights-of-way shown on this plan being the responsibility of the subdivider, or of an association of lot owners formed for that purpose.







PRINCE EDWARD ISLAND  
REAL ESTATE ASSOCIATION

PRINCE EDWARD ISLAND  
REAL ESTATE ASSOCIATION  
AGREEMENT OF PURCHASE AND SALE



Address A-12 Granville on the Water South Granville PE C0B 1M0

This Agreement of Purchase and Sale dated this 22nd day of March 20 21

**BUYER** Donna F. Clark ("the Buyer"), agrees to  
(Full legal names of all Buyers)

purchase from

**SELLER** BLANCHARD MARITIME ENTERPRISES LTD ("the Seller"), the following  
(Full legal names of all Sellers)

**REAL PROPERTY:**

Address A-12 Granville on the Water South Granville PE C0B 1M0

and being parcel number 945717 or part of parcel number \_\_\_\_\_ [complete one] (the "Property")

**PURCHASE PRICE:** \_\_\_\_\_ Dollars (CDN) \$ 105,000.00  
One Hundred Five Thousand \_\_\_\_\_ Dollars (CDN) (the "Purchase Price").

**HST:** If the sale of the Property is subject to Harmonized Sales Tax ("HST"), then such tax shall be

☐ included in  
☒ in addition to  
☐ to be determined

DS The Seller's Initials DS The Buyer's Initials  
DS The Seller's Initials DS The Buyer's Initials  
DS The Seller's Initials DS The Buyer's Initials

the Purchase Price. If the sale of the Property is not subject to HST, the Seller agrees to certify on or before closing that the sale of the Property is an exempt supply under the Excise Tax Act (Canada). Any HST on chattels, if applicable, is not included in the Purchase Price.

**DEPOSIT:** The Buyer submits upon acceptance [select one] 5,000.00 Dollars (CDN) by legal tender payable to the agent of the Seller CENTURY 21 NORTHUMBERLAND REALTY (the "Seller's Agent") to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Seller's Agent within 48 hours of the acceptance of this Agreement, failing which this Agreement shall become null and void. The Parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Seller's Agent shall place the deposit in trust in the Seller's Agent's non-interest bearing real estate trust account and no interest shall be earned, received or paid on the deposit.

The Buyer agrees to pay the balance of the Purchase Price on the acceptance of title and delivery of conveyance.

The Buyer is aware that land transfer tax may be applicable to this transaction pursuant to the Real Property Transfer Tax Act of Prince Edward Island.

**SCHEDULE(S) A and** Agency Disclosure attached hereto are incorporated herein by reference and form part of this Agreement.

1. **COMPLETION DATE:** This Agreement shall be completed on or before 5 p.m. [AST] the 29th day of April, 2021 (the "Completion Date"). Upon completion, vacant possession of the Property shall be given to the Buyer unless otherwise provided for in this Agreement.

2. **PRECLOSE VIEWING:** The Buyer shall have the right to conduct a pre-closing viewing of the Property at A-12 Granville on the Water South Granville PE C0B 1M0 the 28th day of April, 2021. The Seller agrees to provide access to the Property for the purpose of this viewing.

DS Sellers Initials  
DS Buyers Initials

PID# 945717





PRINCE EDWARD ISLAND  
REAL ESTATE ASSOCIATION  
AGREEMENT OF PURCHASE AND SALE



Address A-12 Granville on the Water

South Granville

PE C0B 1M0

- 10. RESIDENCY:** In the event the Seller is a non-resident of Canada the Seller shall obtain and provide to the Buyer a non-resident certificate of compliance from Canada Revenue Agency (the "Certificate of Compliance") in accordance with the provisions of the Income Tax Act of Canada.
- 11. ADJUSTMENTS:** Any rents, deposits, mortgage interest, realty taxes including local improvement rates and public or private utility charges, and cost of fuel, as applicable, shall be adjusted on the Completion Date.
- 12. PROPERTY ASSESSMENT:** Each of the Buyer and the Seller hereby acknowledges that the Property may be re-assessed retroactively for determining property taxes payable on the Property. Each of the Buyer and the Seller agree that no claim will be made against the other, or any brokerage, broker or salesperson, for any changes in the amount of the property tax as a result of a re-assessment of the Property, save and except for the amount of any property taxes that accrued prior to the Completion Date.
- 13. TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing any matter provided for herein may be extended or abridged by agreement in writing signed by the Seller and the Buyer or by their respective lawyers.
- 14. TENDER:** Any tender of documents or money hereunder may be made upon the Seller or the Buyer or their respective lawyers. Money shall be tendered by certified cheque, bank draft, wire transfer or lawyer's trust cheque.
- 15. UFFI/ASBESTOS:** The Seller represents and warrants to the Buyer that during the time the Seller has owned the Property the Seller has not caused any building on the Property to be insulated with insulation containing urea formaldehyde and/or asbestos, and that to the best of the Seller's knowledge no building on the Property contains or has ever contained insulation that contains urea formaldehyde and/or asbestos. This warranty shall survive the completion of this transaction. If the Property is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
- 16. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The Parties acknowledge that any information provided by their respective brokerages is not legal, tax or environmental advice.
- 17. AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provisions added to the standard form of this Agreement (including in any Schedule and/or Property Condition Disclosure Statement attached hereto) and the provision as contained in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement shall constitute the entire Agreement between the Buyer and the Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, the Seller means the Seller and the Buyer means the Buyer. This Agreement shall be read with all changes of gender or number required by the context.
- 18. TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the Property is located.
- 19. SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.
- 20. PERIOD FOR ACCEPTANCE:** This offer shall be open for acceptance until 12 . p.m. on the 24 day of March, 2021 after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest (if applicable).

PID# 945717



PRINCE EDWARD ISLAND  
REAL ESTATE ASSOCIATION

PRINCE EDWARD ISLAND  
REAL ESTATE ASSOCIATION  
AGREEMENT OF PURCHASE AND SALE



Address A-12 Granville on the Water South Granville PE C0B 1M0

REJECTION: I hereby confirm this offer was presented and rejected at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I/we have hereunto set my hand and seal:

(Witness) \_\_\_\_\_ (the Seller/the Buyer) \_\_\_\_\_ Date: \_\_\_\_\_

(Witness) \_\_\_\_\_ (the Seller/the Buyer) \_\_\_\_\_ Date: \_\_\_\_\_

COUNTER OFFER: I hereby provide a counter offer to this Agreement dated the 23 day of March, 20 21

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I/we have hereunto set my hand and seal:

(Witness) \_\_\_\_\_ DocuSigned by: \_\_\_\_\_ Date: 3/24/2021  
(the Seller/the Buyer) Richard Blanchard  
(the Seller/the Buyer) (Seller)

(Witness) \_\_\_\_\_ (the Seller/the Buyer) \_\_\_\_\_ Date: \_\_\_\_\_

**LAWYER[S] INFORMATION**

Seller Lawyer: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_  
Buyer Lawyer: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

**INFORMATION ON BROKERAGE[S]**

Listing Brokerage: CENTURY 21 NORTHUMBERLAND REALTY  
Telephone: 902-436-2265 Fax: 902-436-2687 Email: ron@century21pei.com  
Selling Brokerage: ROYAL LEPAGE PRINCE EDWARD REALTY  
Telephone: (902) 628-6500 Fax: \_\_\_\_\_ Email: princeedward@royallepage.ca

PID# 945717



### What is Agency?

At law, agency is a specific relationship between two or more people. One person must authorize the other person to act on his/her behalf, and the other person must consent to do so.

In other words, when you authorize a REALTOR® to work for you in buying or selling a property and the REALTOR® agrees, you and the REALTOR® are in an agency relationship.

As a member of the public, you are probably familiar with individual REALTORS®. However, the agency relationship is actually between you and the REALTOR®'s brokerage. The Brokerage is the real estate company, its branch offices and all of its salespeople.

Therefore, when you hire your REALTOR®, he agency law says that you hire the entire brokerage.

In PEI, REALTORS® practice four different forms of agency:

- ☐ Sellers Agency  
☒ Buyers Agency  
☐ Limited Dual Agency  
☐ Customer Status

*I / we acknowledge having received and read this brochure and agree to the limitations of dual agency set out herein.*

From Royal LePage Prince Edward Realty

Real Estate Company

Dated March 23rd, 2021

[Signature]  
 Sales Representative

John Anthony Langdale

W118653514F1E5045B...

### Questions and Answers

- Can I still list on MLS®?  
 Yes! Most homes are sold through an information exchange system developed by REALTORS® called the Multiple Listing Service or MLS®. In PEI, REALTORS® systems deem all REALTORS® who are not in an Exclusive Seller Agency relationship with the seller to be in a buyer Agency relationship with the buyer and acting as that buyer's REALTOR® on honest reorientation of a buyer's offer to purchase.
- Am I in an agency relationship when I look through a public Open House?  
 You are not in an agency relationship or Limited Dual Agency until you and the REALTOR® establish a working relationship.
- If the seller's REALTOR® is working for the seller, can I trust what he/she tells me about the property?  
 The seller's REALTOR® is bound by provincial legislation to treat all parties to a transaction honestly and fairly. A buyer can expect competent service, knowing the seller's REALTOR® is bound by ethics and law to be honest and thorough in representing the property for sale. A buyer can also expect from a seller's REALTOR® disclosure of pertinent information about a property, assurance that nothing about the property will be misrepresented and honest answers to all questions about the property.

### Honesty and Integrity

The term Realtor® refers to real estate professionals in Canada who are members of the Canadian Real Estate Association (CREA) and who subscribe to a high standard of professional service and to a strict Code of Ethics.

As well, most real estate professionals in our province are members of the PEI Real Estate Association (PEIRA) and through this membership are members of CREA. In PEI, only members of PEIRA can call themselves REALTORS®.

When you deal with a REALTOR®, you can expect not only a strict adherence to provincial laws, but also adherence to a Code of Ethics. That Code is very important to you, because it assures that you will receive a high standard of professional service, honesty and integrity.

One of the ethical obligations embodied in the Code requires that Realtors® disclose who they are representing in a real estate transaction.

#### Article 3

"A Realtor® shall fully disclose in writing to, and is advised to seek written acknowledgement of disclosure from, all parties to a transaction regarding the role and the nature of service the Realtor® will be providing to the client versus the customer or other party to the transaction. The Realtor® shall also disclose his or her role to other Realtors® involved in the transaction."

## Agency Disclosure

### Taking the Guesswork Out of Agency Relationships

Realtors® work within a framework of legal principles called agency. Realtors® believe that it is important that the buying and selling public understand how an agency relationship works and when it exists.

This brochure defines agency and explains the agency duties you can expect from a REALTOR®.

It serves as a prelude to any agency agreement you will enter into with a REALTOR®.

It will enable you to be a better informed consumer of REALTOR® services.

Approved by the  
 PEI Real Estate Association

If you have any questions about the contents of this form, contact or talk to the REALTOR® with whom you are dealing.



PRINCE EDWARD ISLAND  
REAL ESTATE ASSOCIATION  
COUNTER OFFER



ATTACHED TO AND FORMING PART OF THE AGREEMENT OF PURCHASE AND SALE

Dated March 23rd 2021

Between Donna F Clark Buyer

And Blanchard Marine Enterprises Ltd. Seller

Property address A-12 Granville on the water

PID # 945717

The Seller accepts the attached offer and all its terms and conditions subject to the following amendments, exceptions and/or additions:

Price to be 120,000 plus hst firm.

This Counter Offer shall be irrevocable by the Seller until 5 [SELECT ONE] on the 25th day of March 2021 after which time, if not accepted by the Buyer and a copy delivered to the Seller in accordance with the Agreement, this Counter Offer shall be null and void and all deposit monies shall be returned to the Buyer without interest.

Dated at Summerside this 24th day of March 2021

Signed, Sealed and Delivered in the presence of:

In Witness whereof, I have hereto set my hand and seal:

3/24/2021

Witness

DocuSigned by:

[Signature]  
34AEC24C7C34BB...

Witness

Seller

Dated at DOCUSIGN this 25th day of March 2021

Signed, Sealed and Delivered in the presence of:

In Witness whereof, I have hereto set my hand and seal:

DocuSigned by:

John Anthony Langdale

Witness

89B3914F1E50458...

DocuSigned by:

[Signature]  
A51B31EDCBE4483...

Buyer

Witness

Buyer

PID# 945717





PRINCE EDWARD ISLAND  
REAL ESTATE ASSOCIATION  
SCHEDULE A-LAND



ATTACHED TO AND FORMING PART OF THE AGREEMENT OF PURCHASE AND SALE

Dated 22nd March, 2021

Between Donna F. Clark

And BLANCHARD MARITIME ENTERPRISES LTD

Buyer

Seller

Property address A-12 Granville on the Water

South Granville

PE C0B 1M0

PID # 945717

1. **BUILDING PERMIT:** This Agreement is subject to the Buyer obtaining a building permit, satisfactory highway access, a zoning inquiry, a PERC test and an environmental assessment, at his or her expense, not later than 5pm on the 16th day of April 2021 (the "Land Suitability Date"). The Buyer will give the Seller 48 hours' notice of the date and time of any access to the Property required to satisfy this condition. Unless the Buyer provides written confirmation to the Seller in accordance with this Agreement, not later than the Land Suitability Date, that this condition is fulfilled, this Agreement shall become null and void and the deposit shall be returned to the Buyer in full without interest or penalty. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller before the Land Suitability Date.

2. **FINANCING:** This Agreement is conditional upon the Buyer obtaining financing on or before 5pm on the 20th day of April 2021 (the "Financing Deadline") at his or her own expense. Unless the Buyer provides written confirmation to the Seller in accordance with this Agreement, not later than the Financing Deadline, that this condition has been fulfilled, this Agreement shall become null and void and the deposit shall be returned to the Buyer in full without interest or penalty. This condition is inserted for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller, as aforesaid, before the Financing Deadline.

3. **REPRESENTATION:** The Buyer has not relied, and does not rely, on any representation made by any REALTOR® with respect to the location of the boundaries of the Property and with respect to zoning of the Property or any adjacent lands, PERC test, fire governmental requirements or regulations or any registered restrictions or covenants affecting the use of the Property.

4. **RESTRICTIVE COVENANTS:** The Seller hereby represents that any restrictive covenants or home-owners association agreements attached to or binding the Property have been provided to the Buyer and the Buyer acknowledges receiving, accepting, and agrees to abide by such covenants or agreements.

5. **ISLAND REGULATORY AND APPEALS COMMISSION:** This Agreement is conditional upon the Buyer obtaining any required approval of his or her purchase of the Property from the Island Regulatory and Appeals Commission (IRAC) and Executive Council of Prince Edward Island on or before 5pm on the 20th day of April 2021 (the "IRAC Deadline") at his or her own expense. Unless the Buyer provides written confirmation to the Seller in accordance with this Agreement, not later than the IRAC Deadline, that this condition is fulfilled, this Agreement shall become null and void and the deposit shall be returned to the Buyer in full without any interest or penalty. This condition is inserted for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller, as aforesaid, before the IRAC Deadline.

6. **ENVIRONMENTAL:** The Seller warrants that, to the best of his or her knowledge, there were no previous buildings on the Property that contained fuel tanks, that the Property was not used as an environmental dump or waste site and that there are no buildings buried on the Property.

7. **SOLICITOR'S APPROVAL:** This Agreement is conditional upon the Buyer's solicitor's approval of the Agreement within 15 business days from the date of acceptance. This clause is inserted for the benefit of the Buyer and can be removed at his or her sole option.

DS  
Sellers Initials  
Buyers Initials

PID# 945717

Page 1 of 2  
Form 12-MARCH 2017

Mar/2017

CREA WEBForms®





PRINCE EDWARD ISLAND  
REAL ESTATE ASSOCIATION  
AGREEMENT OF PURCHASE AND SALE



A-12 Granville on the Water South Granville PE C0B 1M0

This Agreement of Purchase and Sale dated this day of March 20 21

BUYER Donna (the Buyer), agrees to

(Full legal names of all Buyers)

purchase from

SELLER BLANCHARD MARI (the Seller), the following

(Full legal names of all Sellers)

REAL PROPERTY:

Address A-12 Granville on the Water South Granville PE C0B 1M0

and being parcel number 945717 or part of parcel number \_\_\_\_\_ (complete one) (the "Property")

Dollars (CDN) \$ 105,000.00

PURCHASE PRICE: One Hundred Dollars (CDN) (the "Purchase Price").

HST: If the sale of the Property is subject to Harmonized Sales Tax ("HST"), then such tax shall be

☐ included in the Seller's Initials  
☒ in addition to the Seller's Initials  
☐ to be determined The Seller's Initials

the Purchase Price. If the sale of the Property is not subject to HST, the Seller agrees to certify on or before closing that the sale of the Property is an exempt supply under the Excise Tax Act (Canada). Any HST on chattels, if applicable, is not included in the Purchase Price.

DEPOSIT: The Buyer submits upon acceptance (select one) Dollars (CDN) by CENTURY 21 NORTHUMBERLAND REALTY legal tender payable to the agent of the Seller (the "Seller's Agent") to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Seller's Agent within hours of the acceptance of this Agreement, failing which this Agreement shall become null and void. The Parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Seller's Agent shall place the deposit in trust in the Seller's Agent's non-interest bearing real estate trust account and no interest shall be earned, received or paid on the deposit.

The Buyer agrees to pay the balance of the Purchase Price on the acceptance of title and delivery of conveyance.

The Buyer is aware that land transfer tax may be applicable to this transaction pursuant to the Real Property Transfer Tax Act of Prince Edward Island.

SCHEDULE(S) A and attached hereto are incorporated herein by reference and form part of this Agreement.

1. COMPLETION DATE: This Agreement shall be completed on or before 5 p.m. (AST) the day of 20 April 21 (the "Completion Date"). Upon completion, vacant possession of the Property shall be given to the Buyer unless otherwise provided for in this Agreement.

2. PRECLOSE VIEWING: The Buyer shall have the right to conduct a pre-closing viewing of the Property at A-12 Granville on the Water South Granville PE C0B 1M0

the day 20. The Seller agrees to provide access to the Property for the purpose

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Initials

PID# 945717



PRINCE EDWARD ISLAND  
REAL ESTATE ASSOCIATION  
AGREEMENT OF PURCHASE AND SALE



A-12 Granville on the Water

South Granville

PE COB 1M0

10. **RESIDENCY:** In the event the Seller is a non-resident of Canada the Seller shall obtain and provide to the Buyer a non-resident certificate of compliance from Canada Revenue Agency (the "Certificate of Compliance") in accordance with the provisions of the Income Tax Act of Canada.
11. **ADJUSTMENTS:** Any rents, deposits, mortgage interest, realty taxes including local improvement rates and public or private utility charges, and cost of fuel, as applicable, shall be adjusted on the Completion Date.
12. **PROPERTY ASSESSMENT:** Each of the Buyer and the Seller hereby acknowledges that the Property may be re-assessed retroactively for determining property taxes payable on the Property. Each of the Buyer and the Seller agree that no claim will be made against the other, or any brokerage, broker or salesperson, for any changes in the amount of the property tax as a result of a re-assessment of the Property, save and except for the amount of any property taxes that accrued prior to the Completion Date.
13. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing any matter provided for herein may be extended or abridged by agreement in writing signed by the Seller and the Buyer or by their respective lawyers.
14. **TENDER:** Any tender of documents or money hereunder may be made upon the Seller or the Buyer or their respective lawyers. Money shall be tendered by certified cheque, bank draft, wire transfer or lawyer's trust cheque.
15. **UFFI/ASBESTOS:** The Seller represents and warrants to the Buyer that during the time the Seller has owned the Property the Seller has not caused any building on the Property to be insulated with insulation containing urea formaldehyde and/or asbestos, and that to the best of the Seller's knowledge no building on the Property contains or has ever contained insulation that contains urea formaldehyde and/or asbestos. This warranty shall survive the completion of this transaction. If the Property is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of his transaction.
16. **LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The Parties acknowledge that any information provided by their respective brokerages is not legal, tax or environmental advice.
17. **AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provisions added to the standard form of this Agreement (including in any Schedule and/or Property Condition Disclosure Statement attached hereto) and the provision as contained in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement shall constitute the entire Agreement between the Buyer and the Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, the Seller means the Seller and the Buyer means the Buyer. This Agreement shall be read with all changes of order or number required by the context.
18. **TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the Property is located.
19. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

20. **PERIOD FOR ACCEPTANCE:** This offer shall be open for acceptance until 12 p.m. on the day of March, 20 21 after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest (if applicable).

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Initials  
Initials

PID# 945717





PRINCE EDWARD ISLAND  
REAL ESTATE ASSOCIATION  
AGREEMENT OF PURCHASE AND SALE



A-12 Granville on the Water South Granville PE C0B 1M0

REJECTION: I hereby confirm this offer was presented and rejected at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

SIGNED, SEALED AND DELIVERED in the presence of: INWITNESS whereof I/we have hereunto set my hand and seal:

(Witness) \_\_\_\_\_ Date: \_\_\_\_\_  
(the Seller/the Buyer)

(Witness) \_\_\_\_\_ Date: \_\_\_\_\_  
(the Seller/the Buyer)

COUNTER OFFER: I hereby provide a counter offer to this Agreement dated the \_\_\_\_\_ 23 \_\_\_\_\_ day of \_\_\_\_\_ March, 20 21

SIGNED, SEALED AND DELIVERED in the presence of: INWITNESS whereof I/we have hereunto set my hand and seal:

(Witness) \_\_\_\_\_ DocuSigned by: \_\_\_\_\_ Date: 3/24/2021  
34AEC214C7C34BB...

(Witness) \_\_\_\_\_ Date: \_\_\_\_\_  
(the Seller/the Buyer)

LAWYER[S] INFORMATION

Seller Lawyer: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_  
Buyer Lawyer: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

INFORMATION ON BROKERAGE[S]

Listing Brokerage: CENTURY 21 NORTHUMBERLAND REALTY  
Telephone: 902-436-2265 Fax: 902-436-2687 Email: ron@century21pei.com  
Selling Brokerage: ROYAL LEPAGE PRINCE EDWARD REALTY  
Telephone: (902) 628-6500 Fax: \_\_\_\_\_ Email: princeedward@royallepage.ca

PID# 945717



PRINCE EDWARD ISLAND  
REAL ESTATE ASSOCIATION  
COUNTER OFFER



ATTACHED TO AND FORMING PART OF THE AGREEMENT OF PURCHASE AND SALE

Dated March 23rd 20 21  
Between Donna F Clark Buyer  
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PID # 945717

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Signed, Sealed and Delivered in the presence of: In Witness whereof, I have hereto set my hand and seal:

3/24/2021

Witness

DocuSigned by:  
  
34AEC214C7C34B8

Witness

Seller

Dated at DOCUSIGN this 25th day of March 20 21

Signed, Sealed and Delivered in the presence of:

In Witness whereof, I have hereto set my hand and seal:

DocuSigned by:  
John Anthony Langdale  
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Witness

DocuSigned by:  
  
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Buyer

Witness

Buyer

PID# 945717



PRINCE EDWARD ISLAND  
REAL ESTATE ASSOCIATION  
SCHEDULE A-LAND



ATTACHED TO AND FORMING PART OF THE AGREEMENT OF PURCHASE AND SALE

Dated 22nd March, 2021

Between Donna F. Clark

And BLANCHARD MARITIME ENTERPRISES LTD

Property address A-12 Granville on the Water

South Granville PE C0B 1M0

PID # 945717

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2. [Redacted]  
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3. **REPRESENTATION:** The Buyer has not relied, and does not rely, on any representation made by any REALTOR® with respect to the location of the boundaries of the Property and with respect to zoning of the Property or any adjacent lands, PERC test, fire governmental requirements or regulations or any registered restrictions or covenants affecting the use of the Property.

4. **RESTRICTIVE COVENANTS:** The Seller hereby represents that any restrictive covenants or home-owners association agreements attached to or binding the Property have been provided to the Buyer and the Buyer acknowledges receiving, accepting, and agrees to abide by such covenants or agreements.

5. [Redacted]  
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6. **ENVIRONMENTAL:** The Seller warrants that, to the best of his or her knowledge, there were no previous buildings on the Property that contained fuel tanks, that the Property was not used as an environmental dump or waste site and that there are no buildings buried on the Property.

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Initials

PID# 945717

Page 1 of 2  
Form 12-MARCH 2017

Mar/2017  
CREA WEBForms®



## What is Agency?

At law, agency is a specific relationship between two or more people. One person must authorize the other person to act on his/her behalf, and the other person must consent to do so.

In other words, when you authorize a REALTOR® to act on your behalf in buying or selling a property, and the REALTOR® agrees, you and the REALTOR® are in an agency relationship.

As a member of the public, you are probably familiar with individual REALTORS®. However, the agency relationship is actually between you and the REALTOR's brokerage. The brokerage is the real estate company, its branch offices and all of its salespeople.

Therefore, when you hire your REALTOR®, the agency law says that you hire the entire brokerage.

In PEI, REALTORS® practice four different forms of agency:

- ☐ Sellers Agency
- ☒ Buyers Agency
- ☐ Limited Dual Agency
- ☐ Customer/Status

If we acknowledge having received and read this brochure and agree to the limitations of that agency set out herein.

From Royal LePage Prince Edward Realty  
Real Estate Company

Date: May 20 2021

DocuSigned by:

DocuSigned by:

John Anthony Langelle

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## Questions and Answers

### 1. Can I still list on MLS®?

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### 2. Am I in an agency relationship when I look through a public Open House?

You are not in an agency relationship or Limited Dual Agency until you and the REALTOR® establish a working relationship.

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# Agency Disclosure

## Taking the Guesswork

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It will enable you to be a better informed consumer of REALTOR® services.

Approved by the

PEI Real Estate Association

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**Notice: Basic HTML**

You are viewing Basic HTML view. Some features may be disabled.

[Switch to standard version.](#)

Features will be unavailable on Wednesday, April 7 at 11:00 PM for up to 30 minutes for scheduled maintenance.

## PEI Business / Corporate Registry - Original

*Please note:* You may need to search two corporate registries until we fully transition to our new online registry system.

If the business name you are searching does not appear below, you may find it in the other corporate registry at PEI Business Corporate Registry

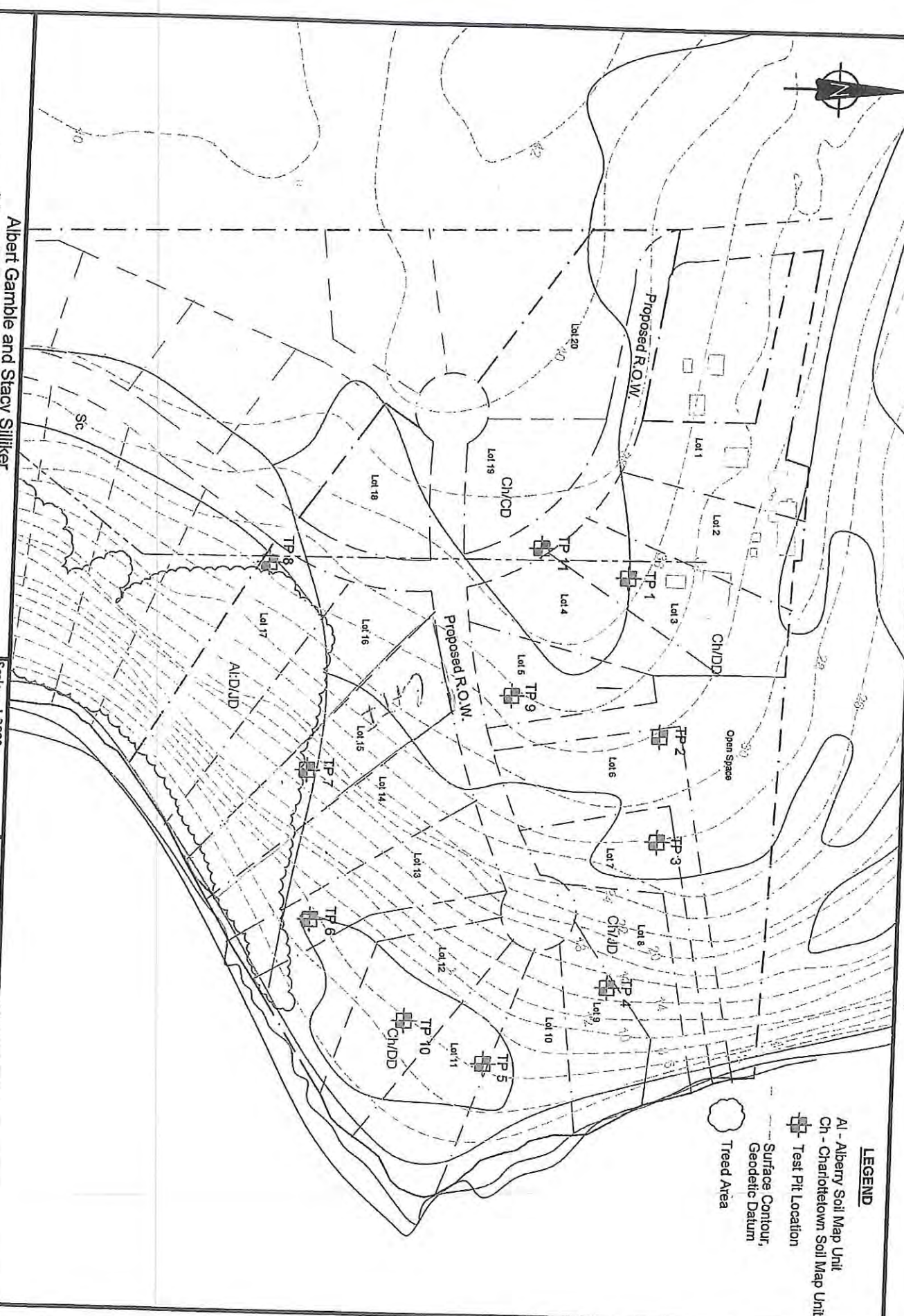
<b>Entity Name</b>	BLANCHARD MARITIME ENTERPRISES LTD.
<b>Registration Number</b>	16993
<b>Business Type</b>	Business Corporation
<b>Registration Date</b>	10-Sep-2012
<b>Status</b>	PEI Continuance
<b>Last Return Date</b>	31-Dec-2017
<b>Jurisdiction of Incorporation</b>	Prince Edward Island
<b>End Date</b>	
<b>Amalgamated Name</b>	
<b>Business In</b>	Holding Company
<b>Business Out</b>	Nil
<b>Address</b>	494 Granville Street P. O. Box 1570 Summerside, PE C1N 4K4
<b>Officer(s)</b>	Richard E. Blanchard - President / Secretary / Treasurer
<b>Director(s)</b>	Richard E. Blanchard
<b>Shareholder(s)</b>	Richard E. Blanchard The R.E. Blanchard Family Trust

Published date: November 2, 2018

Justice and  
Public Safety

General Inquiries

Consumer, Corporate and Insurance Division  
1st Floor, Shaw Building (North Entrance)



Albert Gamble and Stacy Stilliker  
Phase I - Proposed 20 Lot Subdivision  
North Granville (PID 94714), Queens County, PEI  
Test Pit Location Plan

Scale: 1:3000  
Date: Nov. 13, 2003

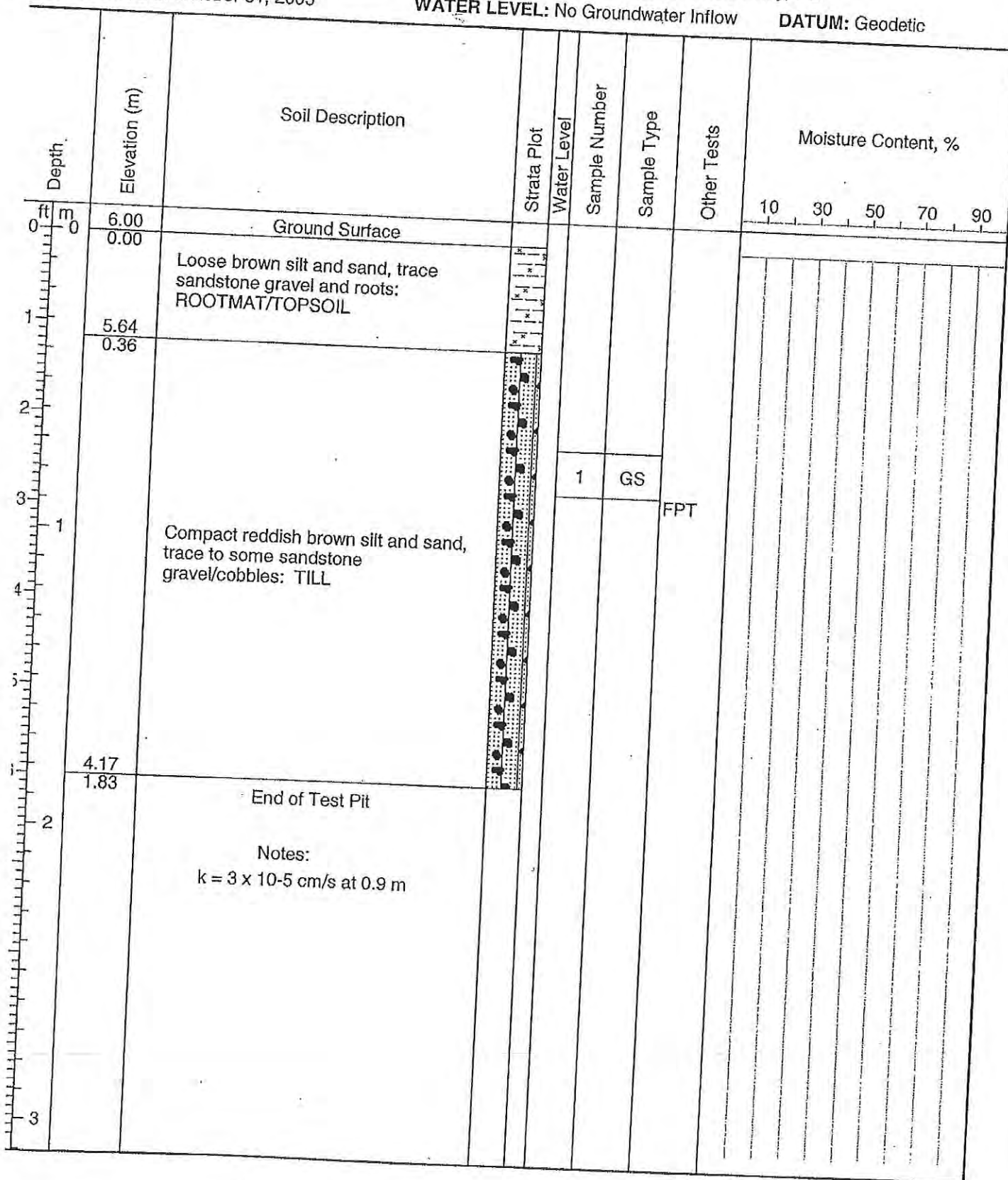
Drawing No.: PEC71883-1  
Dwn By: DR  
App'd: C. J.



**LEGEND**

- Al - Alberry Soil Map Unit
- Ch - Charlottetown Soil Map Unit
- Test Pit Location
- Surface Contour, Geodetic Datum
- Treed Area





TAB

B



Updated for  
S-2021-0124  
April 27/2021

## 1. Application Type

Development & Building Permit ☒Development Permit Only ☐Building Permit Only ☐

Personal information on this form is collected under section 31 (c) of the *Freedom of Information and Protection of Privacy Act* R.S.P.E.I. 1988, c. F-15.01 as it relates directly to and is necessary for the review of your application. If you have any questions about this collection of personal information, you may contact (902) 368-5280 for more information.

## 2. Property Information

Property Tax Number : 945717

Community: GRANVILLE

Civic Address Number: N/A

Street Name: CALM WATER COURT

Property Depth: 490'-0"

Property Width: 200'-0"

Property Acreage: 1.670

Lot Number  
(if applicable) A-12

## 3. Applicant Information and Mailing Address

Name: JEFFREY M ADAMS  
First Middle Initial Last

Company Name: WARREN'S CARENTRY INC.

Street Address or PO Box: 850 READ DRIVE

Community: SUMMERSIDE

Province: PE

Postal Code: C1N 4J8

Email: jeff@warrenscarpentry.ca

Phone: (902) 303-2553

## 4. Property Owner Information if Different From Above

Name: DONNA F CLARK  
First Middle Initial Last

Company Name: N/A

Street Address or PO Box: 25 BIRCHWOOD HEIGHTS

Community: SUMMERSIDE

Province: PE

Postal Code: C1N 4C2

Email: donna@couragegroup.ca

Phone: (902) 471-1753

DS  
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A

S-2021-0124

## 7. Access and Servicing Information

- a. Will the proposal require the creation of a new driveway or the relocation of an existing driveway? ☐ Yes ☒ No
- b. Was a soil assessment (perc test) completed on the property? ☒ Yes ☐ No
- c. Is there an existing septic system on the property? ☐ Yes ☒ No
- d. How will the proposed structure receive sewer services?
- ☒ New on-site system ☐ Municipal Central Waste Treatment
- ☐ Existing on-site system ☐ Private Central Waste Treatment

## 8. Technical Information

- a. What type of heating system are you proposing? Please check all that apply.

Oil: ☐ Baseboards ☐ Forced Air ☐ In-Floor

Electric: ☒ Baseboard ☒ Heat Pump ☐ In-Floor

Other:  
Please  
Describe

- b. What type of basement are you proposing for the structure?

☒ Full Basement \*\*\* WALK-OUT \*\*\* ☐ No Basement

☐ Slab on Grade ☐ Crawlspace

- c. What type of foundation are you proposing for the structure?

☐ Standard Concrete ☒ Insulated Concrete Form (ICF) ☐ Wood Posts

Other:  
Please De-

- d. What type of electrical service are you proposing for the structure?

☐ 100 Amp ☒ 200 Amp

Other:  
Please De-

- e. What siding material are you proposing for the structure?

PVC SELECT SIDING

DS  
DC

- f. What roofing material are you proposing for the structure?

FIBERGLASS SHINGLES

DS  
A



## 9. Contracting Information

Please provide the name, email address and phone number for the various individuals that will be involved in your proposed development:

	Name	Email Address	Phone Number
Surveyor:			
Site Assessor:			
Septic Contractor:			
Lawyer:			
Engineer:			
Architect:			
General Contractor:	WARREN'S CARPENTRY	jeff@warrenscarpentry.ca	(902) 303-2553
Heating Contractor:			
Electrician:			
Plumber:			

## 10. Declaration

I, JEFFREY ADAMS hereby certify that I am

☐ the registered owner of the land proposed for development

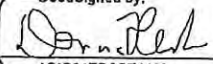
OR



authorized to act on behalf of the registered owner of the land proposed for development

and hereby affirm that all statements contained within this application are complete and true, and I make this declaration conscientiously believing it to be true.

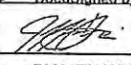
Registered Owner(s) Signature:

DocuSigned by:  
  
 A51B31EDCBE4483...

Date ORIGINAL : MAR 30 / 2021

Date RE : DEC 29 / 2021

Applicant Signature:

DocuSigned by:  
  
 7A931E1149CA49C...

Date DEC 29 / 2021

Please Note: In order that applications may be given adequate consideration, it is necessary to consult various agencies and carry out a site inspection. This application must be accompanied by a GeoLink map showing the parcel/lot to be developed.

# WARREN'S CARPENTRY



850 READ DRIVE, SUMMERSIDE, PE, C1N 4J8  
B: (902) 436-2236 C: (902) 439-2244 C: (902) 303-2553  
[www.warrencarpentry.ca](http://www.warrencarpentry.ca)  
[inquiry@warrencarpentry.ca](mailto:inquiry@warrencarpentry.ca)

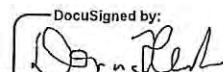
## DESIGNATION OF AGENT

PROPERTY OWNER : DONNA F CLARK  
PROPERTY ADDRESS : LOTA-12 CALM WATER COURT, SOUTH GRANVILLE  
PID # : 945717  
PHONE : (902) 471-1753  
DATE : DEC 29 - 2021

## STATEMENT

I / WE : DONNA F CLARK  
HAVE DESIGNATED : JEFFREY ADAMS (902-303-2553)  
OF : WARREN'S CARPENTRY

TO ACT AS MY AGENT FOR ANY AND ALL OF THE PROCESSES INVOLVED TO ACHIEVE THE FOLLOWING PROJECT :  
COMPLETE CONSTRUCTION OF MY NEW PERMENANT RESIDENCE

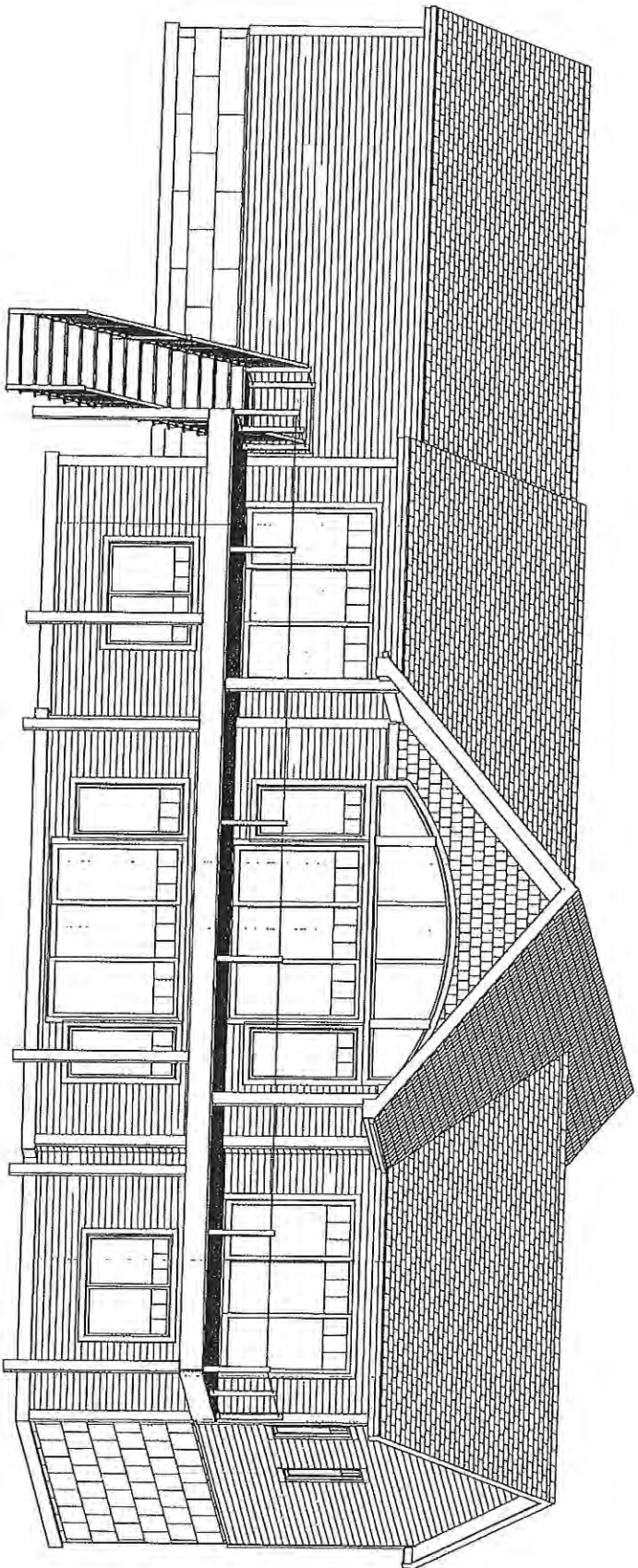
DocuSigned by:  


PROPERTY OWNER(S) SIGNATURE(S)

DocuSigned by:  

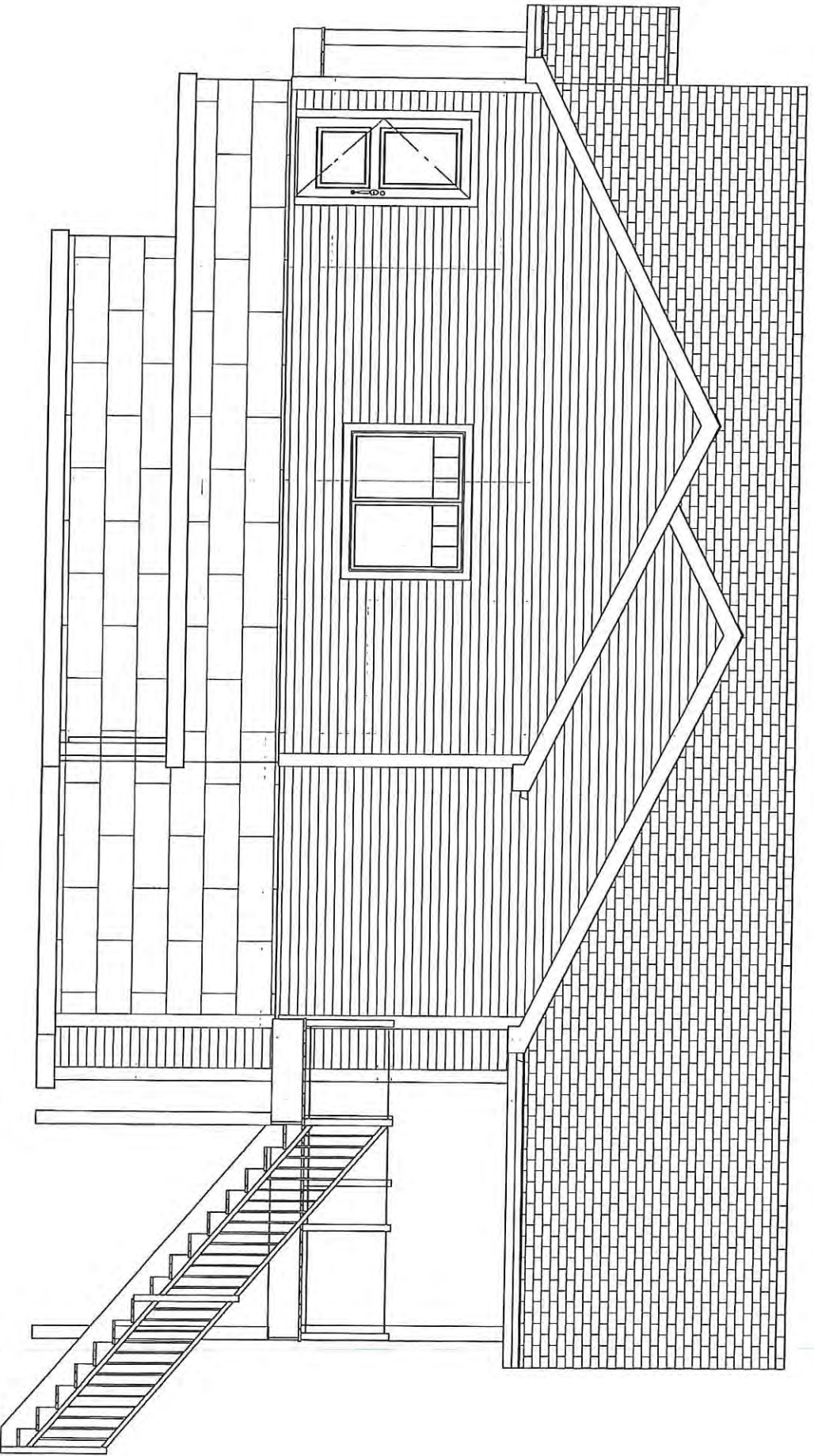

AGENT(S) SIGNATURE(S)





DS  
DL

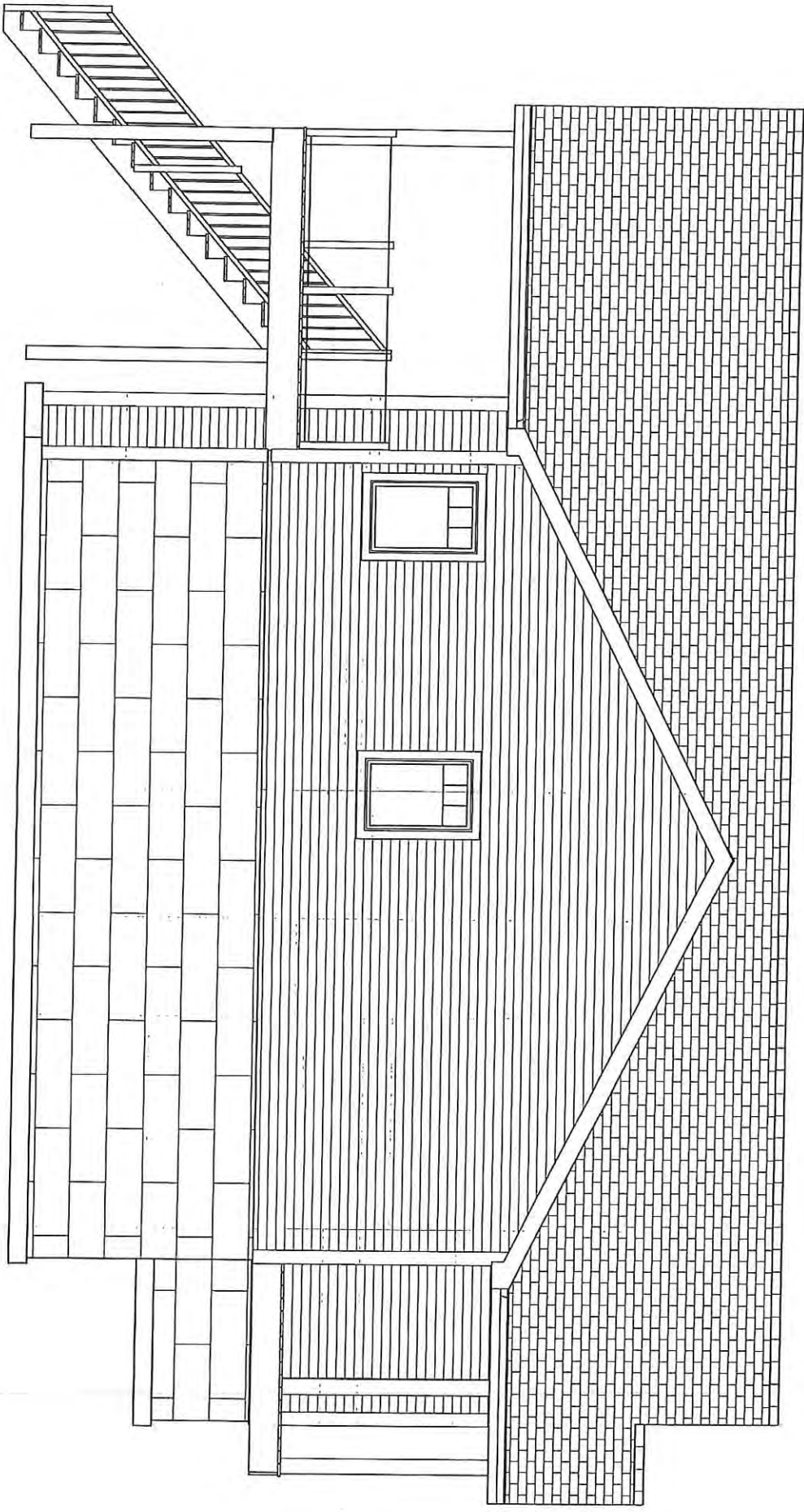
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[Signature]



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[Signature]

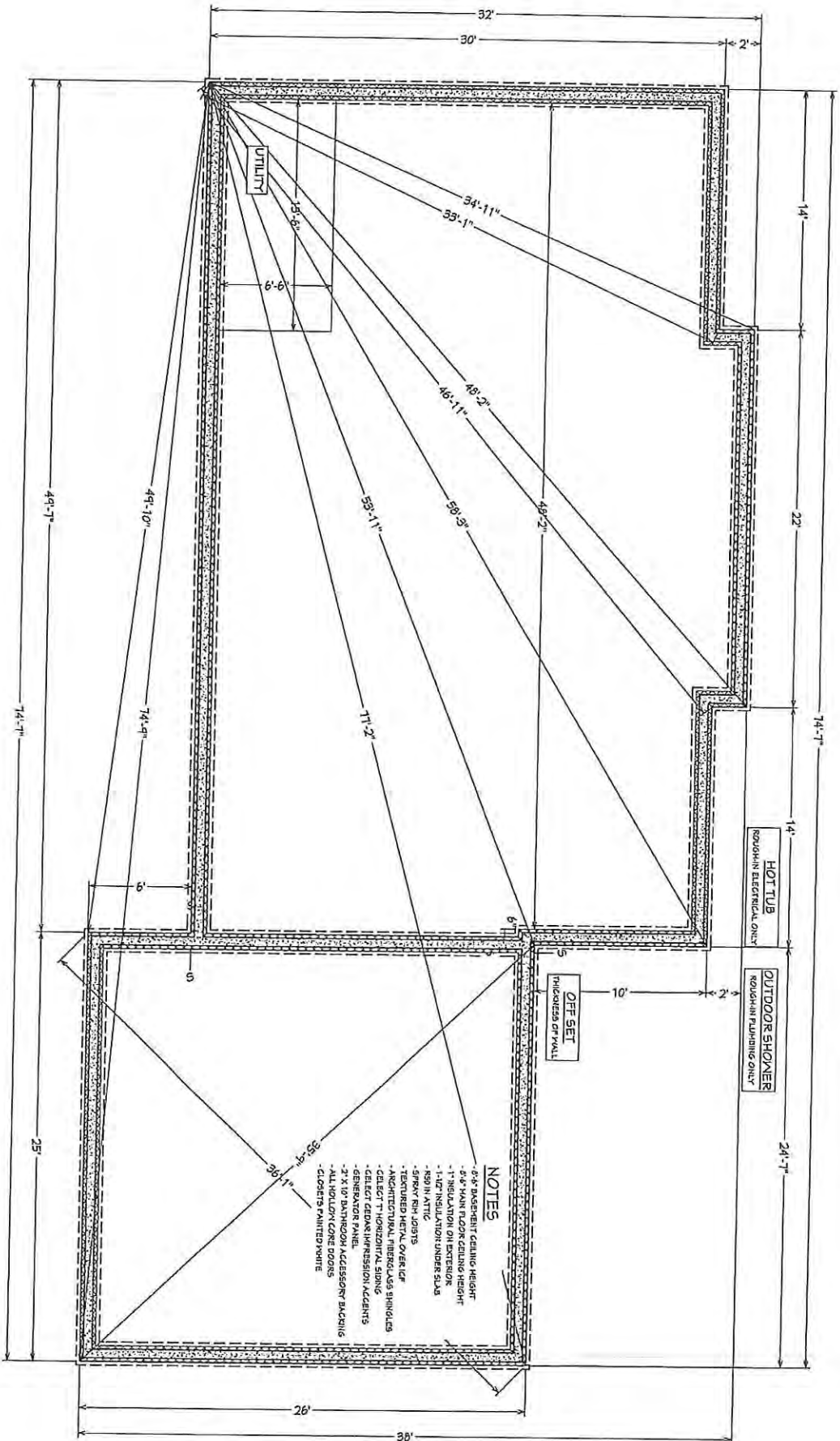
DS  
[Signature]





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[Signature]

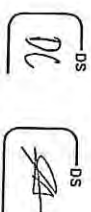
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[Signature]



DS

DS





**Lou Ann Wolfe**

---

**From:** Jeff Adams <jeff@warrenscarpentry.ca>  
**Sent:** Wednesday, April 27, 2022 7:54 AM  
**To:** Lou Ann Wolfe  
**Subject:** Re: CLARK - BUILDING PERMIT APPLICATION ... PID : 945717

Sorry about that and thanks for the help on getting this one wrapped up, much appreciated!



Thanks,



**JEFF ADAMS**

PROJECT MANAGER

Cell: 902-303-2553 Office: 902-436-2236

[warrenscarpentry.ca](http://warrenscarpentry.ca)  

On Apr 26, 2022, at 2:20 PM, Lou Ann Wolfe <[LAWOLFE@gov.pe.ca](mailto:LAWOLFE@gov.pe.ca)> wrote:

Found it it was under Maria and tax number was inverted got it now

Get [Outlook for iOS](#)

---

**From:** Lou Ann Wolfe <[LAWOLFE@gov.pe.ca](mailto:LAWOLFE@gov.pe.ca)>  
**Sent:** Tuesday, April 26, 2022 12:16:19 PM  
**To:** Jeff Adams <jeff@warrenscarpentry.ca>  
**Subject:** Re: CLARK - BUILDING PERMIT APPLICATION ... PID : 945717

Thanks I will check again maybe Bruce has it or the number has been mixed up will let you know when I find it thanks

Get [Outlook for iOS](#)

---

**From:** Jeff Adams <jeff@warrenscarpentry.ca>  
**Sent:** Tuesday, April 26, 2022 11:40:01 AM  
**To:** Lou Ann Wolfe <[LAWOLFE@gov.pe.ca](mailto:LAWOLFE@gov.pe.ca)>  
**Subject:** Re: CLARK - BUILDING PERMIT APPLICATION ... PID : 945717



Hello Jeff, who is installing the septic on this lot? Do you happen to have the RD for the new septic system yet. Thanks Lou-anne

**From:** Jeff Adams <[jeff@warrenscarpentry.ca](mailto:jeff@warrenscarpentry.ca)>  
**Sent:** Friday, April 22, 2022 2:35 PM  
**To:** Lou Ann Wolfe <[LAWOLFE@gov.pe.ca](mailto:LAWOLFE@gov.pe.ca)>  
**Subject:** Fwd: CLARK - BUILDING PERMIT APPLICATION ... PID : 945717

---

This email had an attachment that has been modified because it contained a possible threat. It is now safe for use; however some functionality may have been removed.

---

Hey Lou Ann - Please see the attached email below from when I had sent this in the first week of January. This should have everything that you need. If you are missing anything let me know and I will get it to you ASAP.

Thanks.

Caution External Email - Do not click links or open attachments unless you recognize the sender.

<image001.png>

Begin forwarded message:

**From:** Jeff Adams <[jeff@warrenscarpentry.ca](mailto:jeff@warrenscarpentry.ca)>  
**Subject:** CLARK - BUILDING PERMIT APPLICATION ...  
PID : 945717  
**Date:** January 4, 2022 at 11:12:23 AM AST  
**To:** landsdivision <[landsdivision@gov.pe.ca](mailto:landsdivision@gov.pe.ca)>, Jon MacDonald <[jdmacdonald@gov.pe.ca](mailto:jdmacdonald@gov.pe.ca)>, Bruce LeFrank <[blefrank@gov.pe.ca](mailto:blefrank@gov.pe.ca)>  
**Cc:** Donna Courage <[donna@couragegroup.ca](mailto:donna@couragegroup.ca)>

Hey,

Please see the attached building permit application for Donna Clark ... I believe she originally applied for a permit back in March of 2021 but the permit was put on

**Lou Ann Wolfe**

---

**From:** Jeff Adams <jeff@warrenscarpentry.ca>  
**Sent:** Friday, April 22, 2022 2:35 PM  
**To:** Lou Ann Wolfe  
**Subject:** Fwd: CLARK - BUILDING PERMIT APPLICATION ... PID : 945717  
**Attachments:** CLARK - BPA.cleaned.pdf

---

This email had an attachment that has been modified because it contained a possible threat. It is now safe for use; however some functionality may have been removed.

---

Hey Lou Ann - Please see the attached email below from when I had sent this in the first week of January. This should have everything that you need. If you are missing anything let me know and I will get it to you ASAP.

Thanks.

Caution External Email - Do not click links or open attachments unless you recognize the sender.



Thanks,



**JEFF ADAMS**

PROJECT MANAGER

Cell: 902-303-2553 Office: 902-436-2236

[warrenscarpentry.ca](http://warrenscarpentry.ca)  

Begin forwarded message:

**From:** Jeff Adams <jeff@warrenscarpentry.ca>

TAB

3



**RECEIVED**

MAY 18 2022

The Island Regulatory  
and Appeals Commission**Section 1 – Contact Information****NOTE: Fill out a separate contact information sheet for each individual appellant if applicable****Appellant Information**

Last Name: DAHL		First Name: NANCY	
Company Name or Association Name (if applicable):			
Email address: NANCY.M.DAHL @ GMAIL.COM			
Daytime Telephone Number: 902 886 2590		Alternative Telephone Number: 503 708 0830	
Mailing Address 47 CALM WATER COURT GRANVILLE PE CRAINO			
Unit Number:	Street Number: 47	Street Name: CALM WATER COURT	P.O. Box:
City / Town / Community GRANVILLE	Province: PE	Country PRINCE	Postal Code CRAINO
Signature of Appellant / Legal Counsel (if applicable): <i>Thy Owl</i>			

**Representative Information (if applicable)**☐ I hereby authorize the named individual(s) to represent me.

Last Name:		First Name:	
Company Name or Association Name (if applicable):			
Email address:			
Daytime Telephone Number:		Alternative Telephone Number:	
Mailing Address			
Unit Number:	Street Number:	Street Name:	P.O. Box:
City / Town / Community	Province:	Country	Postal Code
<input type="checkbox"/> I certify that I understand that my representative is not licensed under the <i>Legal Profession Act</i> and I have provided my written authorization (attached) to my representative to act on my behalf with respect to this matter. I understand that my representative may be asked to produce this authorization at any time.			
Signature of Appellant:			
Signature of Representative:			



## Section 2 – Appeal Information

### Appeal Reasons and Specific Information

Municipal Reference Number(s) (if applicable):

List the reasons for your appeal in accordance with the provisions of Section 28.(5) of the *Planning Act* (if more space is required, kindly fill out a separate sheet and attach it to this form):

On 26 April 2022, a permit was issued for development and building on Calm Water Court in Granville – PID 945717.

Development activity began around 5 May 2022 with excavation and landfill to create the building platform. It became immediately apparent that drainage issues on the adjacent property (mine) would result if no additional measures were incorporated into the design.

On 7 May, I raised concern about this issue with the architectural review board of the home owners' association, and they commenced assessment and negotiations with the builder/owner of the new development.

At that time, I also raised the question of compliance with setback regulations under the Planning Act (part 3, section 38) which relates to how closely not only the building can be placed in relation to side yard borders but also 'development', which includes changes in the grade (as per definitions in the regulations). The regrading of the development includes an excavation of several feet along the border with an adjacent property on one side and an approximately 40% graded slope that ends on the property line on the other side. The view of the builder and owner of the new development is that the setback regulation does not apply to the excavation or the steeply graded slope.

I am appealing the decision to grant this permit on the bases that it has inadvertently allowed a violation of the sideyard setback regulation.

I believe that the application for this building project may have misrepresented the actual footprint of the development and if a planning officer tasked with assessing the permit application would have been given more accurate information about the extent of the development (as it is defined in the regulations under the Planning Act), the current location of the building on the property would not have been approved.

Has a public meeting been held by the municipality? ☐ Yes ☒ No

Did you apply for a development permit, occupancy permit, subdivision approval, change of use amendment or bylaw amendment? ☐ Yes ☒ No

### Oral / Written Submissions to Council

Did you make your opinion regarding this matter known to council / the Minister?

☐ Oral Submissions at a public meeting of council / the Minister?

☐ Written Submissions to council

☒ Not Applicable

### Related Matters

Are there other appeals not yet filed with the Commission?

☐ Yes ☒ No

Are there other matters related to this appeal? (For example: *An Environmental Protection Act* Appeal)

☐ Yes ☒ No

If yes, please provide the Commission Appeal Number(s) and / or Municipal File Number(s) and / or the Provincial File Number(s) or Court Docket Number(s) for the related matters:

### Section 3 – Relief Sought

#### Relief Sought and Specific Information

List or describe the relief sought in accordance with the provisions of Section 28.(5) of the *Planning Act* (if more space is required, kindly fill out a separate sheet and attach it to this form):

Reassessment of the development permit with regard to actual extent of development as per its definition under the regulations of the Planning Act.

Relocation or redesign of the building/development to fit within the sideyard setback regulation.

Appropriate drainage management inclusions in the development designs.

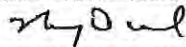


#### Section 4 – Declaration

##### Declaration

I solemnly declare that all the statements and the information provided, as well as any supporting documents, are true, correct and complete.

By signing this appeal form below, I consent to the collection of my personal information.

Name of Appellant	Signature of Appellant or Legal Counsel	Date (yyyy/mm/dd)
NANCY DAHL		2022/05/18
Name of Representative (if applicable)	Signature of Representative	Date (yyyy/mm/dd)
—	—	

Personal information or documentation requested on this form is collected under the authority of the *Island Regulatory and Appeals Commission Act* and the legislation under which the proceeding is commenced. All information collected is included in the IRAC case file and the public record in this proceeding. In accordance with the *Freedom of Information and Protection of Privacy Act*, some of the information collected herein may be available to the public subject to exceptions.

**Important:** Under Section 28.(6) of the *Planning Act*, the Appellant must, within seven days of filing an appeal with the Commission serve a copy of the notice of appeal on the municipal council, the Minister or the third party(ies) as the case may be. *Service of the Notice of Appeal is the responsibility of the Appellant.*

-----Original Message-----

From: Nancy Dahl [mailto:nancy.m.dahl@gmail.com]

Sent: Wednesday, May 18, 2022 3:57 PM

To: Appeal Inquiries <AppealInquiries@irac.pe.ca>

Cc: Nancy Dahl <nancy.m.dahl@gmail.com>

Subject: Appeal of development permit s 2021 0124

Good day Regulatory and Appeal Commission

Attached is a signed appeal form regarding a development permit granted on 26 April 2022 for development / building at PID 945717.

Thank you in advance for your time and consideration of the issues raised.

Nancy Dahl

