

District of Barriere

# REPORT TO COUNCIL

## Request for Decision

<b>Date:</b> April 14, 2025	<b>File:</b> 530.20/Rpts
<b>To:</b> Council	<b>From:</b> T. Buchanan, Corporate Officer
<b>Re:</b> Resolution of temporary encroachment on District road allowance at 388 Hall Rd by way of formal agreement.	
<b>Recommendations:</b> <ol style="list-style-type: none"><li>1. <b>THAT Council rescind the following resolution made on July 2, 2013:</b> <i><b>“THAT Council approve an encroachment agreement and issuance of the required building permit for the existing office structure to remain in place until a permanent office is built on the property.”</b></i></li><li>2. <b>THAT the District enter into the written agreement dated April 15, 2025 with Shane Guiding as presented to require the removal of the existing office structure currently encroaching on the District road allowance prior to the expiration date of a valid building permit for its demolition or relocation, along with the other terms and conditions included within the agreement.</b></li></ol>	

**Purpose:** To rescind a previous resolution of Council worded unintentionally to permit a temporary encroachment on District road allowance without a date of required removal and to enter into a formal, written agreement with the property owner outlining the terms and conditions of the temporary encroachment approval with a firm deadline to resolve the trespass.

**Background:** Shortly after the adoption of the District’s first Official Community Plan which included the creation of Development Permit Areas (DPA), the owner of Act-1 located at 388 Hall Road along Highway 5, was granted the District’s first Development Permit (No. DP-12-01 Guiding). During the active construction phase, an encroachment issue was identified by the District’s Building Inspector at the time which resulted in the property owner making a formal request to Council to permit the unintended encroachment while he got his business established. Council subsequently approved that request. A copy of that original report dated July 2, 2013 is attached.

**Discussion:** The resolution that was made on July 2, 2013 allowed the encroachment *“until a permanent office is built on the property.”* A permanent office has not yet been constructed and therefore, twelve years later, the encroachment still exists. The property owner has recently submitted an application for a building permit to construct a permanent replacement of the current tent structure on the property that serves as the main shop for the vehicle repair business. It has been communicated to the Building Inspector that this structure has already been fully purchased and is delivery ready. Delivery can be made as soon as a building permit is obtained and the concrete foundation poured.

During the routine plan checking during staff's review of the application, the encroachment issue was flagged to be resolved prior to the permit's issuance. In order to adequately resolve this issue, staff are recommending that Council rescind the original July 2, 2013 resolution and enter into a formal, written agreement (draft attached), that provides a firm deadline for the removal of the on-site office that is encroaching on District road allowance along Hall Rd at the front of the property. The property owner has indicated full agreement to such an arrangement.

Building and demolition permits are valid for 2 years from date of issuance as per bylaw. The attached agreement includes terms that the encroachment issue must be resolved in order for a final occupancy certificate to be granted for the new structure and any other works undertaken to meet the compliance requirements of the agreement. Should the property owner breach the terms of this agreement, the result may mean a formal Notice being filed on the property's Title which could then carry further consequences such as the possible denial of a valid business licence to operate, denied insurance coverage and/or rejection of future financing applications made by the business to banking institutions.

The terms of this agreement have been communicated to the property owner and he intends to sign the document (if approved by Council) as of April 15, 2025 so that it may accompany his new building permit application(s).

---

## Benefits or Impact

### General

The replacement of a non-permanent shop structure which is not assessed for taxation the same way a permanent commercial structure is, will result in a higher assessed value of the property. In addition, the visual appeal of the permanent structure would be a benefit.

### Finances

Higher, commercially assessed values result in increased tax revenue for the municipality.

### Strategic Impact

Strengthening the community's commercial and industrial base to ease the residential tax burden.

### Risk Assessment

Compliance: Official Community Plan, Building Bylaw No. 128, and Zoning Bylaw No. 111.

Risk Impact: Moderate. Breach of the agreement could result in costly enforcement action for both parties. However, the same is true should no agreement be put into place as the encroachment must be resolved to reduce the District's liability risk of the structure's current location.

### Next Steps / Communication

- Agreement to be signed by staff and property owner. Building Permit process will then recommence.

---

## Attachments

- July 2, 2013 Committee of the Whole Report to Council
- Original site layout plan
- Property Report

### **Recommendations:**

1. **THAT Council rescind the following resolution made on July 2, 2013:**  
***“THAT Council approve an encroachment agreement and issuance of the required building permit for the existing office structure to remain in place until a permanent office is built on the property.”***
2. **THAT the District enter into the written agreement dated April 15, 2025 with Shane Quiding as presented to require the removal of the existing office structure currently encroaching on the District road allowance prior to the expiration date of a valid building permit for its demolition or relocation, along with the other terms and conditions included within the agreement.**

### **Alternative Options**

1. Council could choose not to enter into a written agreement with the property owner and continue to permit the encroachment of the on-site office structure until such time as a permanent office is constructed at a future date unknown. This is not recommended as this will continue to leave the District liable for any damages resulting from the location of the current structure on land the District is responsible for.
2. Council could choose to amend the terms of the draft agreement as presented.

Prepared by:

T. Buchanan, Corporate Officer

Reviewed by:

D. Drexler, Chief Administrative Officer

District of Barriere  
**REPORT TO COUNCIL**

<b>Date:</b> July 2, 2013	<b>File:</b> 530.20/Rpts
<b>To:</b> Committee of the Whole	<b>From:</b> Colleen Hannigan, CAO
<b>Re:</b> Request for a temporary encroachment agreement onto District road Allowance (Hall Rd. – Quiding – 388 Hall Rd. – Development Permit 12-01)	

**Background:** On Dec. 17, 2012, Council approved Development Permit 12-01 at 388 Hall Rd. to allow the renovation of the small vacant blue dwelling to an office and to build the service building, both as per the site plan submitted.

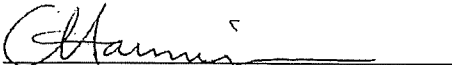
**Discussion:** When the Building Inspector visited the site, it was noted that the proposed office structure was encroaching on to the road allowance in front of the property. The owner has assured us that the present structure is a temporary office location for the first couple of years until he has the business up and running at which time he will build an office on site as shown in the Development Permit.

Because of this encroachment situation, the Building Inspector has issued a permit only for the repair facility and not for the office structure.

The owner has been informed that this encroachment could put the District at risk should we approve a permit on the structure while encroaching without permission from Council and a proper agreement put in place.

**Recommendations:**

***THAT Council approve an encroachment agreement and issuance of the required building permit for the existing office structure to remain in place until a permanent office is built on the property.***

  
Colleen Hannigan, CAO

Hand-drawn site plan of Lot 2, showing an office, shop, and house. The plan includes dimensions, bearings, and area calculations.

**Lot 2 Dimensions and Bearings:**

- North boundary:  $22^{\circ} 16' 30''$  N,  $16'$ ,  $22'$ ,  $30''$  W
- East boundary:  $86^{\circ} 43' 98''$  E,  $16'$ ,  $22'$ ,  $30''$  W
- South boundary:  $30''$  W,  $16'$ ,  $22'$ ,  $30''$  W
- West boundary:  $89^{\circ} 10'$  W,  $20'$ ,  $10''$

**Internal Features and Dimensions:**

- Office:** Located on the west side, with a width of  $390.53'$  and a length of  $10''$ .
- Shop:** Located in the center, with a width of  $2.00$  ac. and a length of  $10'$ .
- House:** Located on the north side, with a width of  $2.00$  ac. and a length of  $10'$ .
- Field:** Located on the east side, with a width of  $35''$  E and a length of  $382.75'$ .
- Field:** Located on the south side, with a width of  $35''$  E and a length of  $382.75'$ .

**Other Notes:**

- 8 Ft Cedar Fence:** Located along the west boundary.
- EXISTING TREES:** Located near the south boundary.
- Lot 107:** Located to the north of Lot 2, with a width of  $1.00$  ac. and a length of  $100.00'$ .
- Lot 108:** Located to the east of Lot 2, with a width of  $1.00$  ac. and a length of  $100.00'$ .



Property Information Report  
Report Generated: 4/10/2025, 10:10:27 AM |  
Data Generated: 4/9/2025, 12:02:45 AM

Thompson-Nicola Regional District  
300 - 465 Victoria St  
Kamloops, BC V2C 2A9  
T (250) 377-8673 | F (250) 372-5048  
E [gisinfo@tnrd.ca](mailto:gisinfo@tnrd.ca)

## Parcel Description

### Address

388 Hall Rd

### Legal Description

LOT 2 DISTRICT LOT 1325 KAMLOOPS DIVISION YALE DISTRICT  
PLAN 17663

### Plan Number

KAP17663

### Parcel Type (Class)

SUBDIVISION

### Owner Type

PRIVATE

**Lot Size(Calculated)(+/-5%) - Approximate lot size is calculated from a Geographic Information System. The true size of the lot is found on a legal survey plan.**

### Square Meter

8090.76

### Acre

1.999

### Hectare

0.809

### Community

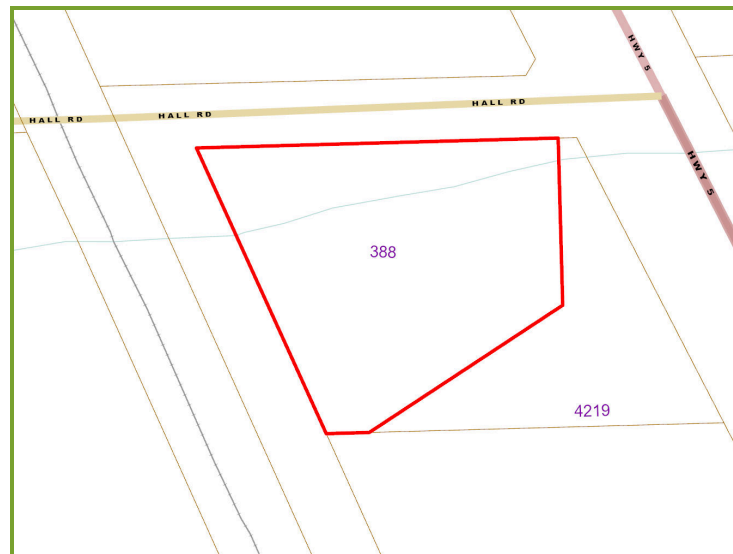
Barriere

### Local Authority

District of Barriere

### School District

Kamloops/Thompson



## Services

Contact the Local Authority for services provided by other jurisdictions

**Water Service** N/A

**Sewer Service** N/A

**Fire Protection** N/A

**Invasive Plants Program** [Link](#)

**Nuisance Mosquito Reduction** [Link](#)

## Future Debt (Loan Authorization)

For enquiries, contact the Local Authority

### Future Debt

Unknown - contact District of Barriere for any future debt.

## Development

For enquiries, contact the Local Authority

### Zoning Bylaw

111

### Site Specific Zoning

N/A

### Zoning

C2

### Development Permit Area

Yellowhead Corridor DPA

### Official Community Plan Name

DISTRICT OF BARRIERE

### OCP Designation

COMMERCIAL



<b>Lake Classification</b> Unclassified	<b>Lake Name</b> Unknown	<b>Lakeshore Development Guidelines (Intersect)</b> Yes
<b>Fringe Area</b> N/A	<b>Floodplain Information</b> Contact Local Authority	<b>Agriculture Land Reserve (Intersect)</b> No
<b>Riparian Area (Source: TRIM)(Intersect)</b> Yes	<b>Post-Wildfire Geohazard Risk Restrictions</b> Unknown	

Development and Building Permits

from July 2009 to Present (For enquiries, contact the Local Authority)

Nothing Found

BC Assessment					
For enquiries, contact BC Assessment Authority					
<b>Folio</b> 345.01245.582	<b>Actual Use</b> 2 ACRES OR MORE (SINGLE FAMILY DWELLING, DUPLEX)		<b>Manual class</b> 1 1/2 STY SFD-AFTER 1930-FAIR		
<b>Folio</b> 345.01245.582	<b>Land Title PID</b> 008-376-603	<b>Assess Year</b> 2024	<b>Land</b> \$121,000.00	<b>Improvement</b> \$169,000.00	<b>Property Class</b> 1-Res
<b>Folio</b> 345.01245.582	<b>Land Title PID</b> 008-376-603	<b>Assess Year</b> 2024	<b>Land</b> \$30,400.00	<b>Improvement</b> \$11,000.00	<b>Property Class</b> 6-Bus/Oth

Disclaimer: This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. The information displayed is a compilation of records, information, and data obtained from various sources, and the Thompson-Nicola Regional District (TNRD) is not responsible for its accuracy, completeness or how current it may be.

THIS AGREEMENT made effective the \_\_\_\_ day of April, 2025.

BETWEEN

**DISTRICT OF BARRIERE,**  
PO Box 219,  
Barriere, British Columbia V0E 1E0  
(the “**District**”)

OF THE FIRST PART

AND:

**Shane Quiding,**  
**388 Hall Rd. Barriere, British Columbia, V0E 1E0**  
(the “**Property Owner**”)

OF THE SECOND PART

**WHEREAS:**

A. The Property Owner owns certain lands more particularly known and described as:

**LOT 2 DISTRICT LOT 1325 KAMLOOPS DIVISION YALE DISTRICT PLAN 17663** (the “**Lands**”); and

- B. The District is requiring the road allowance encroachment of the building being utilized by the Property Owner as a “site office” to be either demolished or re-located inside the Lands’ permissible setback regulations as per the District of Barriere Zoning Bylaw.
- C. The Property Owner acknowledges the encroachment of the site office on the Lands and agrees to rectify the matter per the conditions of this agreement.
- D. The Property Owner acknowledges the encroachment of various vehicles and other materials stored on the Lands along the road allowance adjacent to the CN Railway and agrees to relocate these items onto the Lands and store them in a neat and tidy manner.
- E. A valid building or demolition permit from the District of Barriere expires two years from the date of building or demolition permit approval.

NOW THEREFORE, in consideration of the permits and conditions herein to be observed and performed the Parties agree as follows:

1. **BUILDING INSPECTION DEPARTMENT PERMIT(S)**

- 1.1 The Property Owner hereby agrees to obtain a valid permit from the District of Barriere Building Inspector for either the demolition of the site office currently located on the Lands that is encroaching on the municipal road allowance; the construction of a new site office that meets the setback requirements of the C2 Zone; or a combination of both unless otherwise agreed upon in writing by both parties.



- 1.2 The Property Owner may comply with Section 1.1 by including its requirement(s) within a separate building permit for another structure, subject to that structure complying with any relevant District of Barriere bylaws.
- 1.3 The Property Owner will comply with the requirements of this Section not later than 30 calendar days from April 16, 2025.

2. **PROVISOS**

Provided always and is hereby expressly agreed and declared by and between the parties as follows:

- 2.1 That upon the Property Owner obtaining a valid demolition and/or building permit for the works outlined in Section 1.1, all works will be completed prior to the expiration of the subject permit.
- 2.2 The District agrees to permit the encroachment of the site office until the expiration date of the valid demolition or building permit obtained by the Property Owner as per the provisions of this agreement.
- 2.3. The Property Owner will ensure that all works on the Lands meet compliance of all relevant District of Barriere bylaw requirements including, but not limited to, zoning, building, and development regulations prior to the expiry date of any building and/or demolition permit(s).
- 2.4 For the purposes of this agreement, excluding a valid building permit for a new structure, no application for renewal or extension will be granted for the demolition of the site office without approval from District of Barriere Council.
- 2.5 During any demolition or construction of works undertaken on the Lands, the Property owner agrees that no material or debris will be stored on any road allowance and will be promptly disposed of or kept in a tidy manner in compliance with the District of Barriere's Unsightly Premises Bylaw.
- 2.6 The Property Owner will relocate the various vehicles and other materials stored on the Lands along the road allowance adjacent to the CN Railway onto the Lands and store them in a neat and tidy manner no later than 30 calendar days from April 16, 2025.
- 2.6 The Property Owner agrees that the District will not be held liable for any damage to any structures, improvements, vehicles or other material owned by the Property Owner that are located within the District's road allowance for the duration of the terms of this agreement.
- 2.7 This agreement shall be governed by, and construed in accordance with, the laws of the Province of British Columbia and the laws of Canada, as applicable, and each of the parties submits to the jurisdiction of the Courts of British Columbia with respect to this agreement.

IN WITNESS WHEREOF the Parties hereto have hereunto set their hands on the \_\_\_\_\_ day of April, 2025  
in Barriere, BC.

**District of Barriere** by its authorized signatory(ies):

\_\_\_\_\_  
Daniel Drexler, CAO

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

\_\_\_\_\_  
Tasha Buchanan, Corporate Officer

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

**Property Owner:**

\_\_\_\_\_  
Shane Quiding

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