

The Sawyer | 840 Fort Street

Sheet
SK-000

Date
June 25, 2014

Job Number
2012533

numberTEN
architectural group

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BC Land Surveyors Site Plan of No.840 Fort Street

Legal - Lot 290, Victoria City, Except the Southerly 8 ft

File: 936851-5 (16)
POWELL & ASSOCIATES
BC Land Surveyors
940 View Street
Victoria, BC V8V 3L5
phone (250) 382-8855

Jan 10/06

Chelsea
Court

Strata
Plan VIS3578

A
Plan 31096

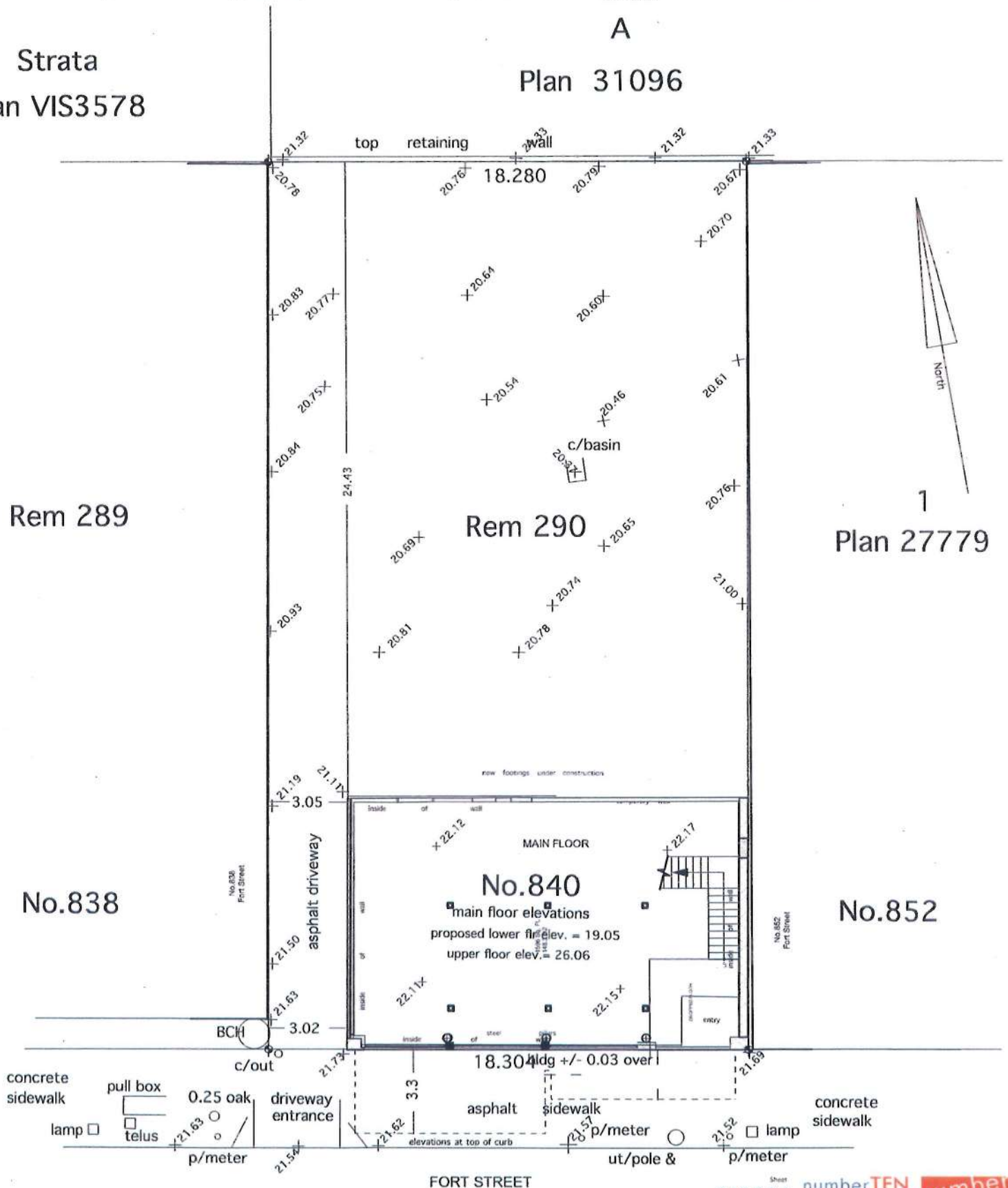
Rem 289

Rem 290

1
Plan 27779

No.838

No.852



The Sawyer | Existing Site Plan

SK-001

June 25, 2014

1 : 200

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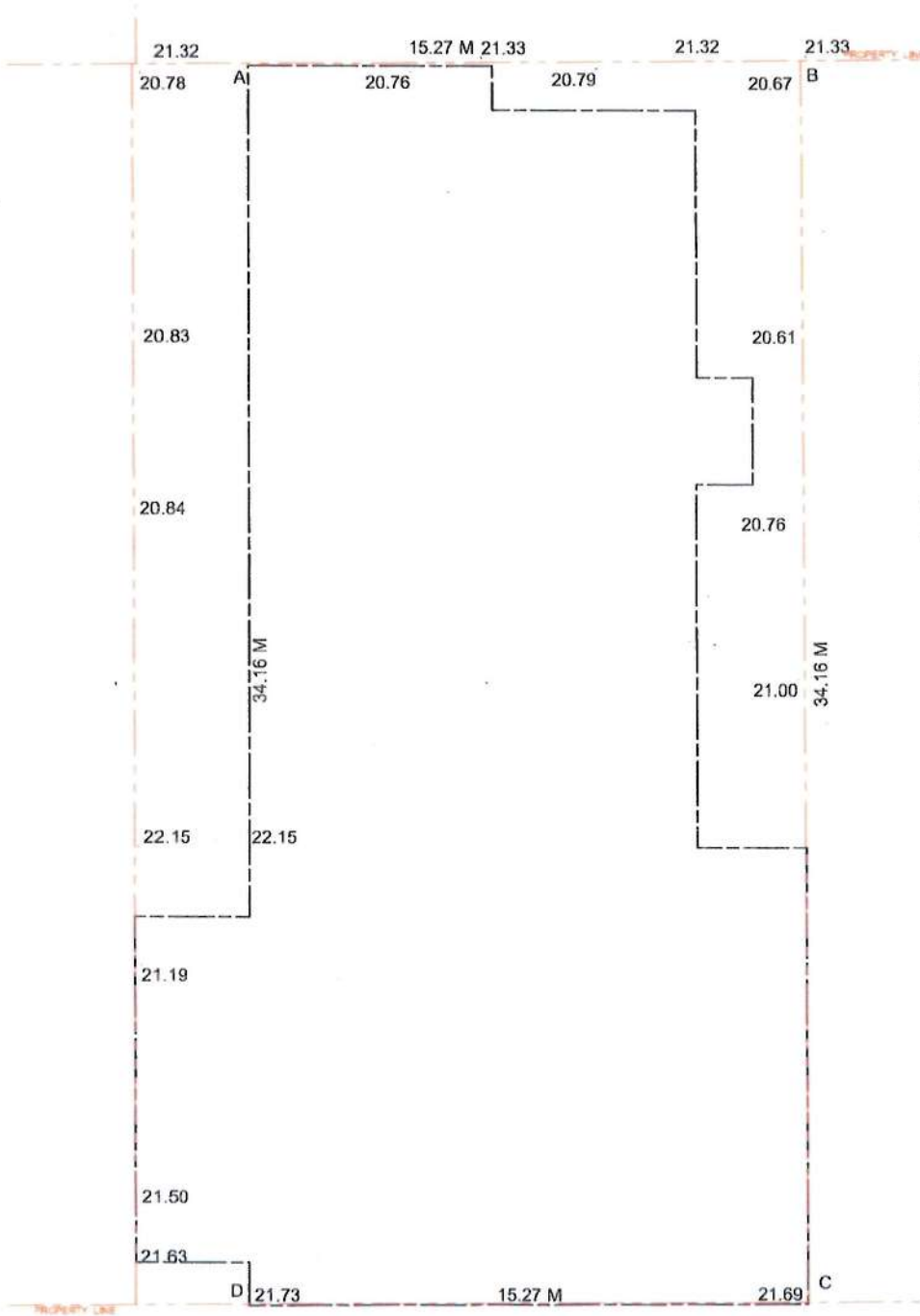


PROJECT DATA		ZONING REQUIREMENTS	EXISTING	PROPOSED
Zone		CA-66	CA-66	CA-66
Site Area (sq.m)		625.2	625.2	625.2
Total Floor Area (sq.m)		2,313.24	262	2,249.00
Commercial Floor Area (sq.m)			262	47.25
Floor Space Ratio		3.7:1	0.419 : 1	3.59:1
Site Coverage %		84%	23.7% (148.6 sq.m)	75.6% (472.5 sq.m)
Open Site Space %			76.3% (476.6 sq.m)	24.4% (152.7 sq.m)
Height of Building (m)		21.5	9.0	20.98
Number of Storeys		6	2	6
Required Parking	No parking is required for a lot with an area less than 650 sq.m or a width less than 18.5 m		Lot Area - 625.2 sq.m Lot Width - 18.30 m	None Required
Bicycle Parking	1 per Residential Unit + 1 per 205 sq.m of Commercial Space + 6 Class 2 at Entrance		0	59 Class 1 & 6 Class 2
Setbacks	Fort Street	0	0	0
	North	2.5 m for those portions of the building below a height of 7m 7.2m to the building face for those portions of the building above a height of 7m	24.4 m	0 m
	East	0	0 m	0 m
	West	0	3 m	0 m
Units	Total Number of Units		0	58 - Studio 1 - 1 Bedroom
	Ground-Oriented Units		0	8
	Minimum Unit Floor Area (sq.m)		N/A	26
	Total Residential (Unit) Floor Area (sq.m)		0	1,561.00

Name of Project: SAWYER BUILDING

Location: Victoria, BC

Item	2012 British Columbia Building Code, Data Matrix	Part 3	BCBC 2012 Reference
1	<p>Project Description: - New Addition Renovation</p> <p>Integration of a New Six (6) storey building with an existing Two (2) storey building with basement, all of masonry, steel, concrete and wood floor / roof framing elements. Work includes seismic, mechanical & electrical building systems, with a stretcher accessible elevator.</p>		
2	<p>Classification of Buildings</p> <p>Major Occupancy(s): C - Residential,</p> <p>Joining Occupancy(s): D - Business and Personal Services - Main (10% of 1st floor floor area) F-3 - Low Hazard Industrial (Storage) - Basement</p> <p>Per table 3.1.3.1 minimum fire resistance ratings between Groups: C to D = 1 hour C to F-3 = 1 hour D to F-3 = None</p>		3.1.2.1(1) 3.1.3.1
3	Building Area (m ²) horizontal area: 472.5 sq.m (with elevator)		1.4.1.2.1
4	Total floor Area (m ²): 2249 sq.m		-
5	Number of Storeys: Six (6) storey		1.4.1.2.1, 3.2.1.1
6	Height of Building (m): 42.180 Top of parapet - 21.200 Average grade = 20.980 m 42.776 Elevator penthouse parapet - 19.260 Bsmt Floor = 23.516 m		
7	<p>Number of Streets Facing: One (1)</p> <p>Exterior Balconies</p> <p>1) An exterior balcony shall be constructed in accordance with the type of construction required by Articles 3.2.2.50., as applicable to the occupancy classification of the building.</p>		3.2.2.10, 3.2.2.11
8	<p>Building Classification / Assemblies 3.2.2.50. Group C, up to 6 Storeys, Sprinklered</p> <p>1) A building classified as Group C is permitted to conform to Sentence (2) provided</p> <p>a) the building is sprinklered throughout, b) it is not more than 6 storeys in building height, and c) it has a building area not more than: vi) 1 200 m² if 6 storeys in building height.</p> <p>2) The building referred to is permitted to be of combustible construction or noncombustible construction used singly or in combination, and</p> <p>a) floor assemblies shall be fire separations with a fire-resistance rating not less than 1 h c) loadbearing walls, columns and arches shall have a fire-resistance rating not less than that required for the supported assembly.</p> <p>3) A building referred to in Subclause (1) (c)(v) or (c)(vi) shall have an exterior wall assembly</p> <p>a) protected by noncombustible cladding</p>		3.2.2.50.
9	Sprinkler System Proposed: <input checked="" type="checkbox"/> Entire Building to NFPA 13 Standards		NFPA 13 3.2.5.13.(1)
10	<p>Spatial Separation 3.2.3.7. Construction of Exposing Building Face</p> <p>1) Except as provided in Sentences (3) and (4), and Articles 3.2.3.10. and 3.2.3.11., the fire-resistance rating, construction and cladding for exposing building faces of buildings or fire compartments of Group C, D or Group F, Division 3 occupancy classification shall comply with Table 3.2.3.7.</p> <p>Minimum fire resistance ratings for:</p> <p>00 - 10% maximum area of unprotected permitted openings as a % of building face = 1 Hour 10 - 25% maximum area of unprotected permitted openings as a % of building face = 1 Hour</p>		3.2.3.7
11	Fire Alarm Required: <input checked="" type="checkbox"/> Yes		3.2.4.1 (1)
12	Standpipe Required: <input checked="" type="checkbox"/> Yes		3.2.5.8 (1), 3.2.5.7
13	Water Service/Supply is Adequate: <input checked="" type="checkbox"/> Yes *(assumed)		to be confirmed with city
14	High Building: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		3.2.6 Not applicable
15	Hazardous Substances: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		3.3.1.2
16	Exit Requirements:		3.3.1.2
17	<p>Minimum Number of Exits</p> <p>1) Except as permitted by Sentences (2) to (4), every floor area intended for occupancy shall be served by at least 2 exits</p> <p>2) Not more than one exit from a floor area is permitted to lead through a lobby</p> <p>Maximum travel distance to at least one exit = 45m</p> <p>Stair landings and treads to be slip resistant and with colour contrasting nosings and have tactile mats at the top of all stairs and at intermediate landings intercepted by other paths of travel.</p>		3.4.2.1, 3.4.4.2 (2)
18	<p>Elevator Requirements:</p> <p>All storeys to be served by an Elevator with inside dimensions that will accommodate a stretcher size of 2010mm x 610mm wide in the prone position</p>		3.5.4.1.1)
19	<p>Combustible Refuse Storage:</p> <p>1 hour fire resistance rating from remainder of building Room must be sprinklered</p>		3.6.2.5.1) a), 3.6.2.5.1) b)
20	<p>Access Requirements: <input checked="" type="checkbox"/> Yes</p> <p>Access from the street required to Main entrance and to Elevator lobby</p>		3.8
21	<p>Required Protection from Noise:</p> <p>Minimum STC 50 - Dwelling unit from all other spaces</p> <p>Minimum STC 55 - Dwelling unit from elevator hoistway</p>		5.9.1.2



AB $(20.77 + 20.67) / 2 \times 15.27 = 316.39$
 BC $(20.67 + 21.69) / 2 \times 34.16 = 723.50$
 CD $(21.69 + 21.73) / 2 \times 15.27 = 331.51$
 DE $(21.73 + 20.77) / 2 \times 34.16 = \underline{725.90}$
 2097.30

Perimeter of Building 98.92 m

$2097.30 / 98.92 = 21.20$

Average Grade = 21.20

The Sawyer | Site Grade

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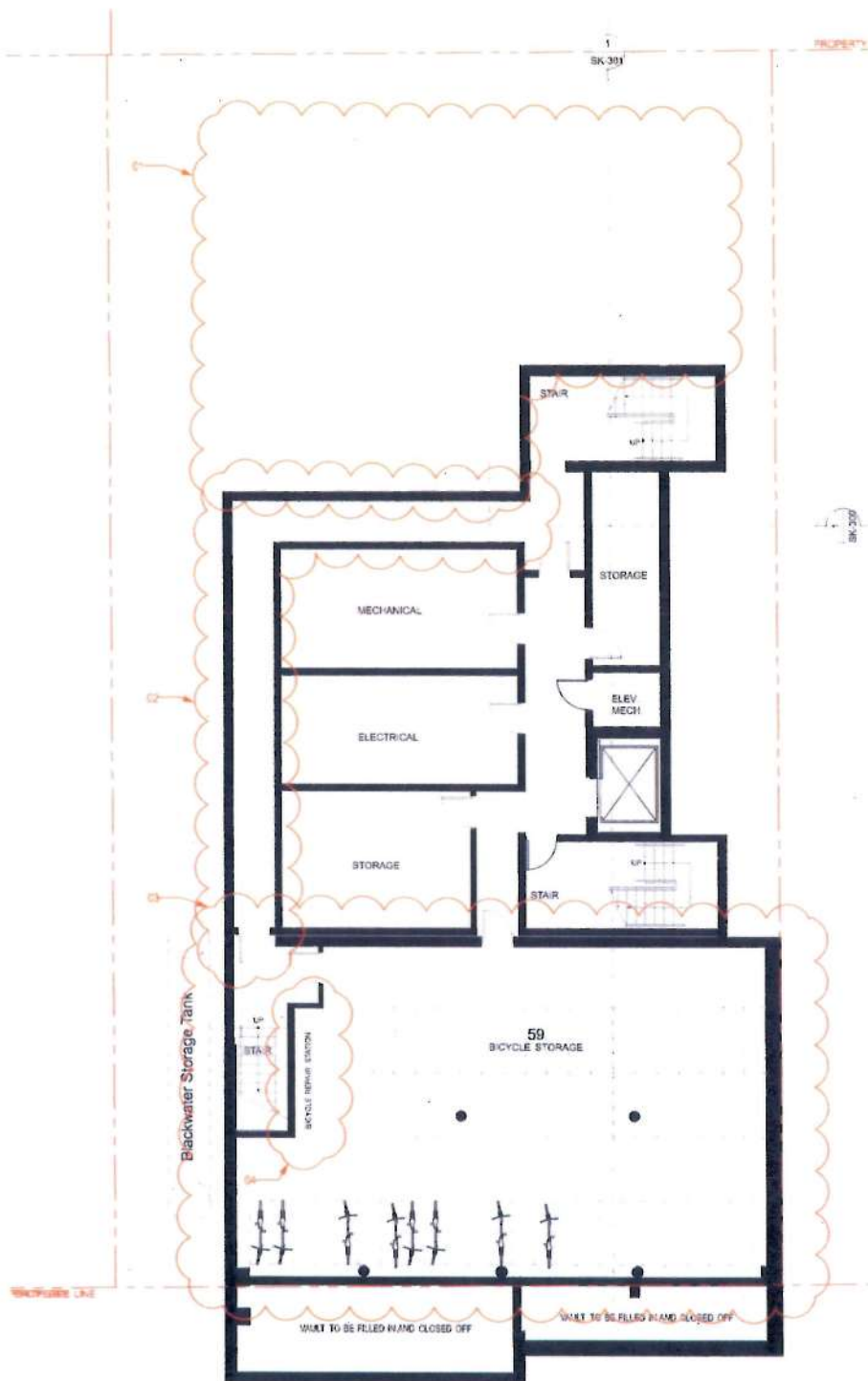


The Sawyer | Context

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SK-006
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not applicable
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The Sawyer | Basement

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The Sawyer | Street Level (1)

2012 BCBC

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The Sawyer | Street Level (2)

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number
10



The Sawyer | 2nd Floor Level



The Sawyer | 3rd Floor Level

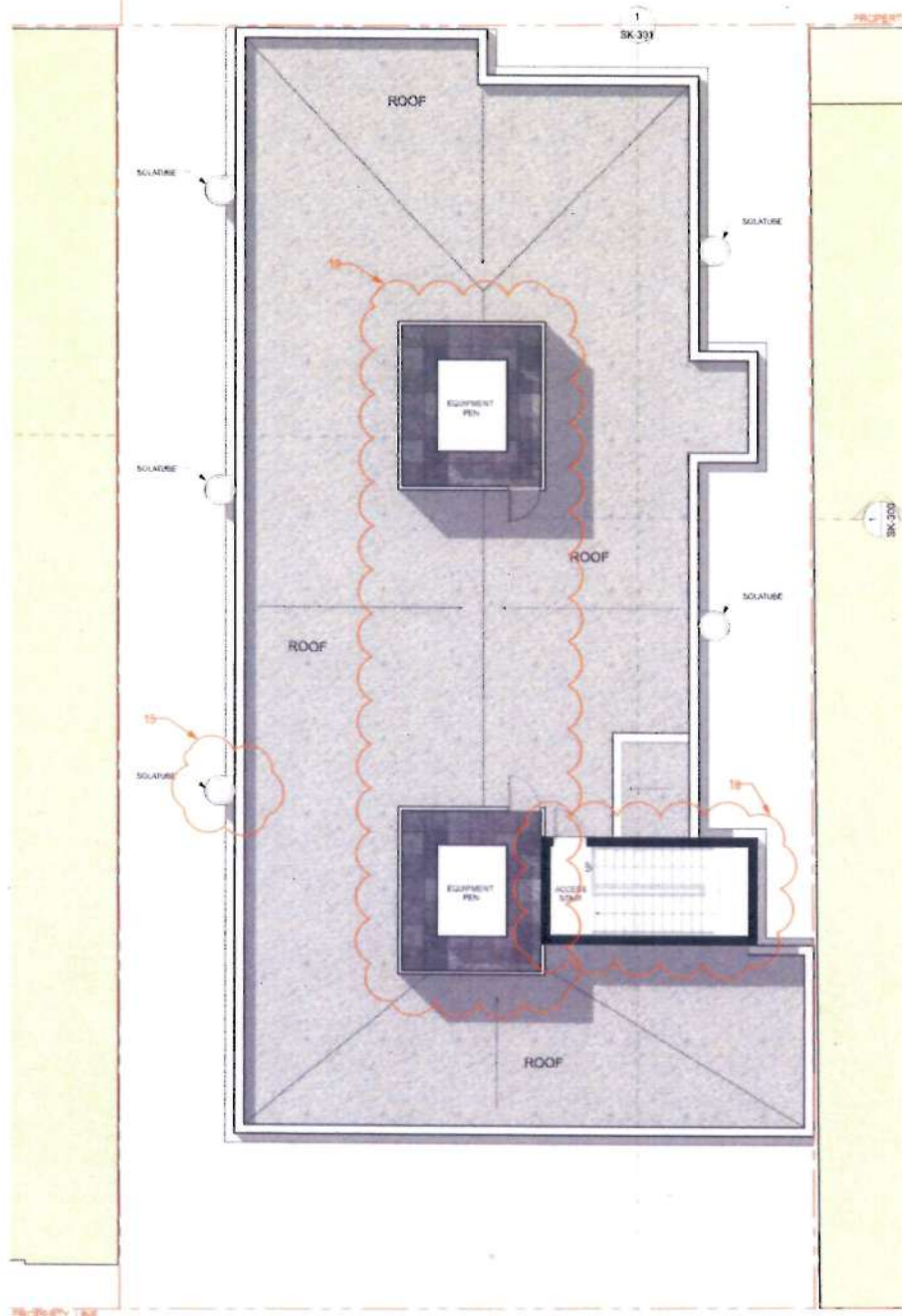


The Sawyer | 4th-6th Floor Level

SK-105
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The Sawyer | Roof Level

SK-106
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- 01 Overall area of basement reduced
- 02 Exiting corridor rearranged to comply with code.
- 03 Bicycle parking relocated. Commercial space removed.
- 04 Bicycle repair station added to bike parking area
- 05 New location for visitor bike parking and refuse. Covered outdoor area and access ramp removed. Planter box added at street front. Floor height changed to match street level for reasons of accessibility.
- 06 Commercial space reduced to 10% of total ground floor area in compliance with BCBC 2012 for combustible construction. Floor height changed to match street level for reasons of accessibility.
- 07 New location for lobby, intercom and entrance to apartment units. Lobby includes a new collective lounge to be shared by tenants. The exiting corridor and door from basement has been removed from this location.
- 08 Improved apartment layout. Integrated shelving unit, compact kitchen cabinetry, compact bathroom. All units now have full sliding doors. Floor elevation lowered to match street level for accessibility reasons.
- 09 New landscape layout. Grade has been raised in order to allow for the removal of decks in favor of steps down to patio area. Features include concrete patio, bamboo planter box against wall, small rock/moss garden, river rock bed. Patios are bordered by 1.8m high wooden fencing with maintenance access doors.
- 10 Commercial space considered under future building code requirements.
- 11 Smaller future lobby arrangement without collective lounge.
- 12 New balconies on 2nd floor accessed by sliding door
- 13 Improved apartment layout. Integrated shelving unit, compact kitchen cabinetry, compact bathroom. All units now have full sliding doors.
- 14 Entrance canopy removed.
- 15 Solatube - Skyvault: Daylight collection technology will transfer light from roof level down to the first and second stories.
- 16 Formerly blank wall area now integrated into roof surface. Please see renderings.
- 17 Wall material changed to match cornice.
- 18 New access stair for rooftop equipment.
- 19 Rooftop mechanical units and screening.
- 20 Redundant driveway crossing to be removed and replaced with full height curb and respaced parking meters.
- 21 New window units include full sliding doors with juliette balconies consisting of transparent glass panel in aluminium guard rail system.
- 22 Proposed laser cut steel signs for apartment and commercial entrance.
- 23 Floor height changed to match street level for reasons of accessibility.
- 24 New aluminium privacy fence at back, facing parking lot.
- 25 Grade level raised to allow ease of access from apartments to yard.



- 1 PREFAB WOODEN PLANTER BOXES
- 2 EXISTING PREFINISHED METAL CORNICE
- 3 WOOD WINDOW
- 4 BLACK CERAMIC TILE BASE
- 5 EXISTING MASONRY STRIPPED, SEALED, REPAINTED
- 6 NEW PRECAST CONCRETE SILL
- 7 HARDIE PANEL - General Paint CL3163W Elephant
- 8 HARDIE PANEL - General Paint CL1037W
- 9 MATCHING ALUMINIUM REVEAL
- 10 ANODIZED ALUMINIUM GUARDRAIL SYSTEM w/ TEMPERED LAMINATED FROSTED GLAZING
- 11 ANODIZED ALUMINIUM WINDOW & DOOR SYSTEM
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- 21 FROSTED GLASS FIRE EXIT
- 22 WALL MOUNTED BALCONY LIGHTING
- 23 GALVANIZED METAL MAINTENANCE ACCESS STAIR AND RAILING
- 24 WOOD TRIM TO MATCH WINDOWS
- 25 WOODEN PRIVACY FENCE WITH MAINTENANCE ACCESS DOOR
- 26 SOLATUBE - SKYVAULT (DIRECTIONAL DAYLIGHTING SYSTEM)

The Sawyer | South Elevation

SK-200
 Date
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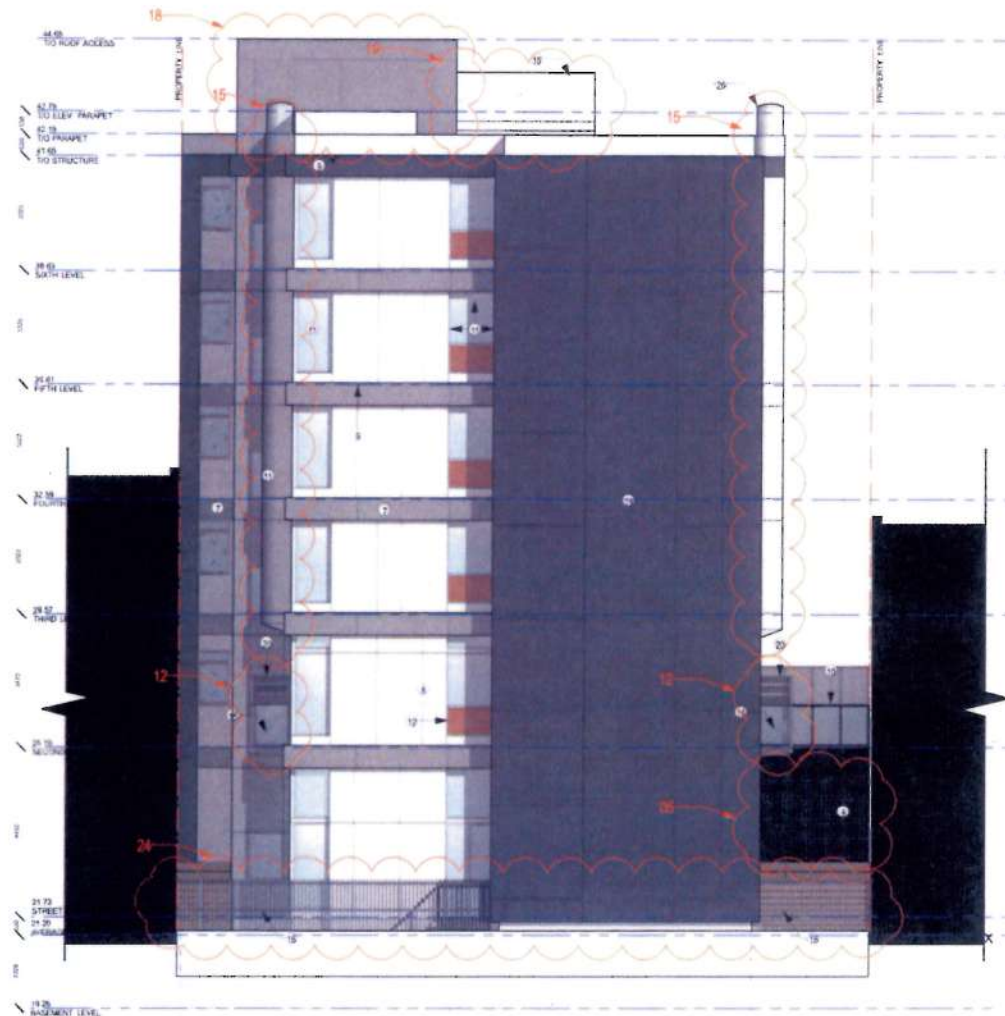
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The Sawyer | West Elevation

SK-201
 Date
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The Sawyer | North Elevation

Sheet
SK-202
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The Sawyer | East Elevation

SK-203
 Date
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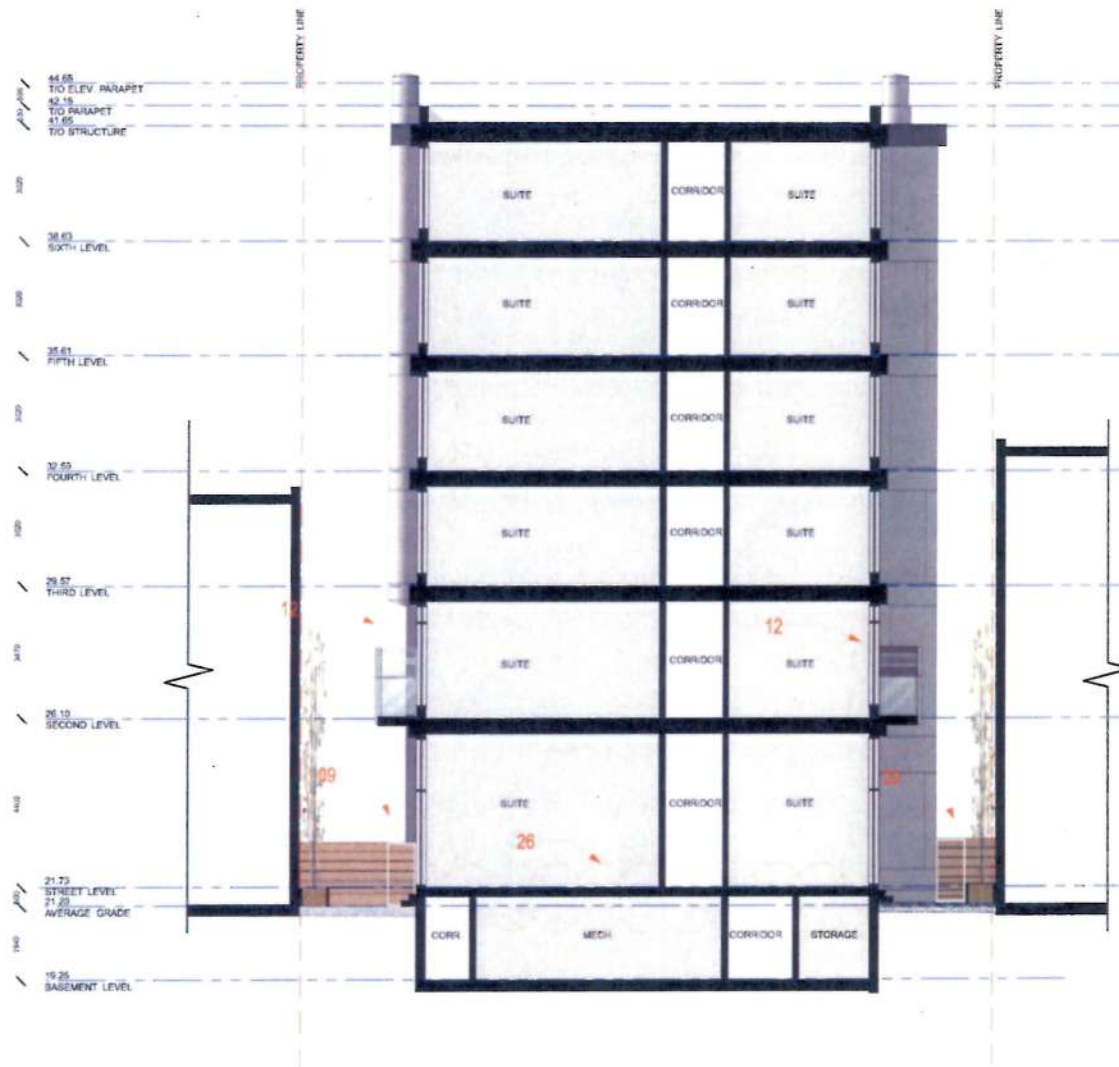


The Sawyer | Longitudinal Section

SK-300
June 25, 2014
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The Sawyer | Cross Section

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The Sawyer | Street Views

Sheet
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The Sawyer | Street Views 2

SK-401
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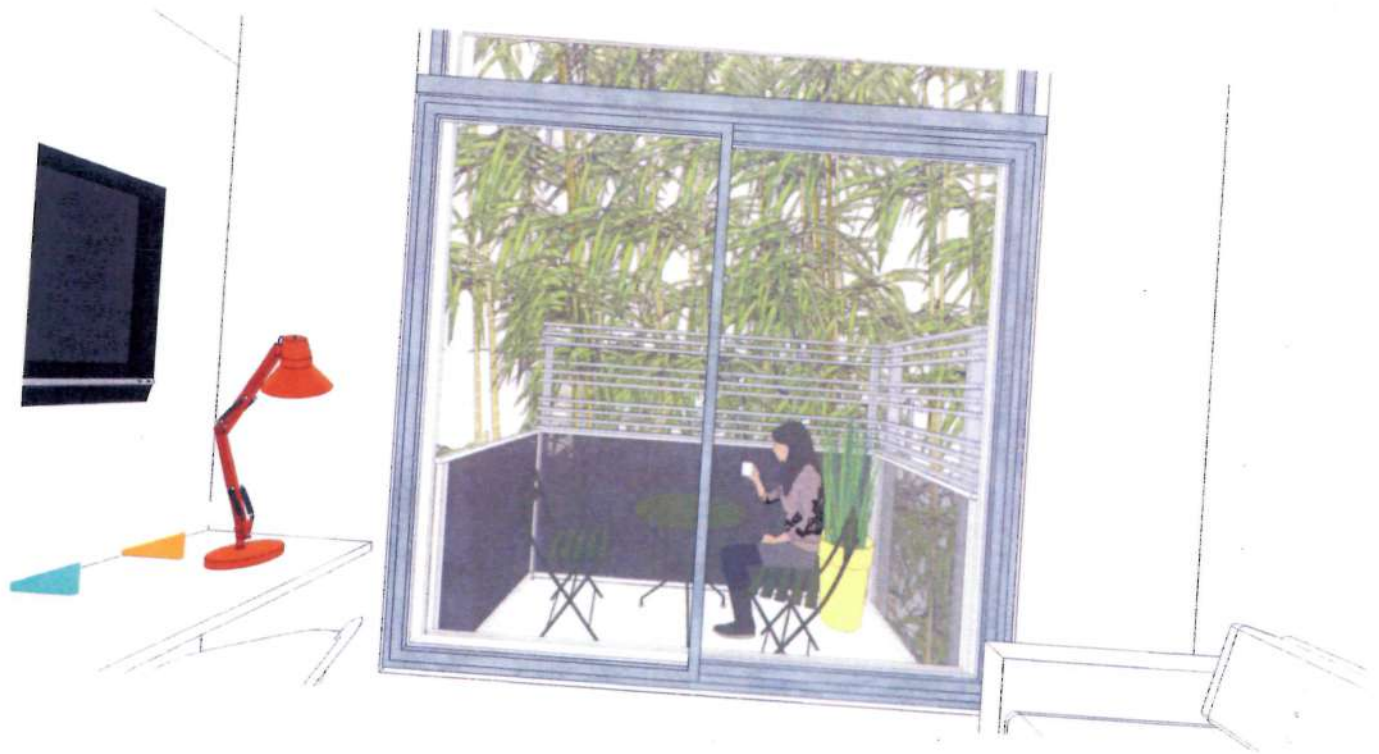
The Sawyer | Typical Suite Views

SK-402
 June 25, 2014
 2012533

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The Sawyer | Garden Alley Units

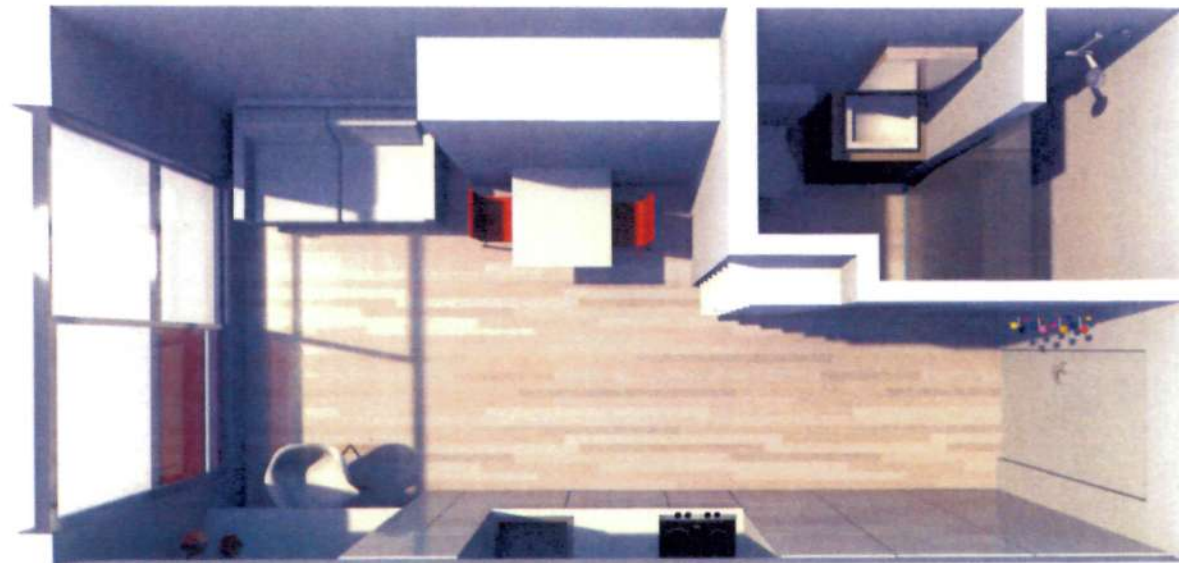
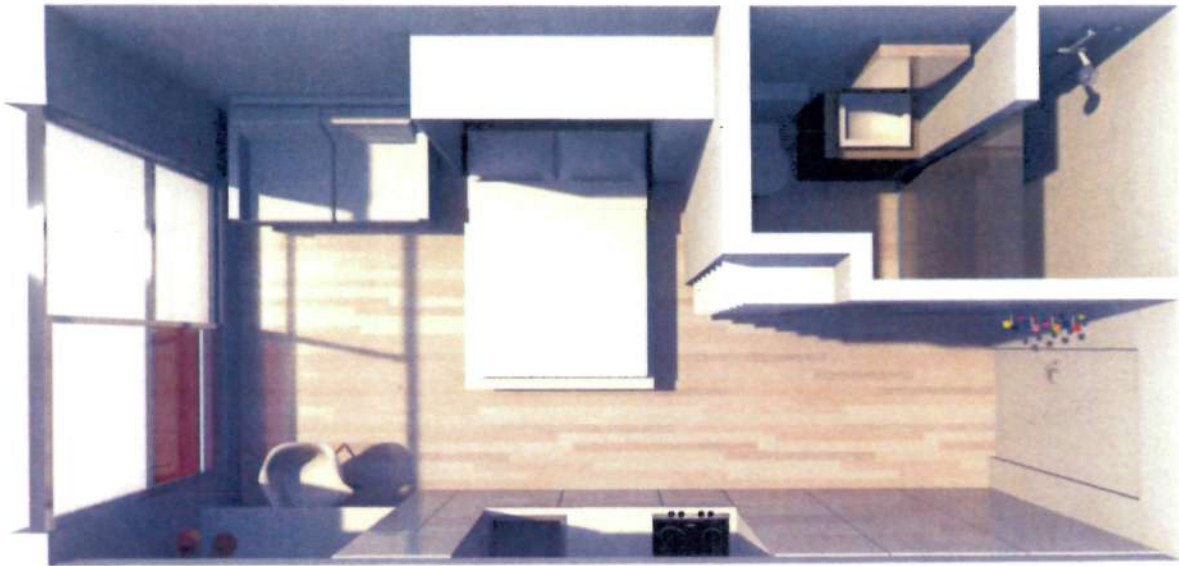
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10



The Sawyer | Typical Suite Layout

Sheet
SK-404
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COMPACT KITCHEN EXAMPLE / CLOSED AND OPEN

The Sawyer | Design Precedents

Sheet
SK-405

Date
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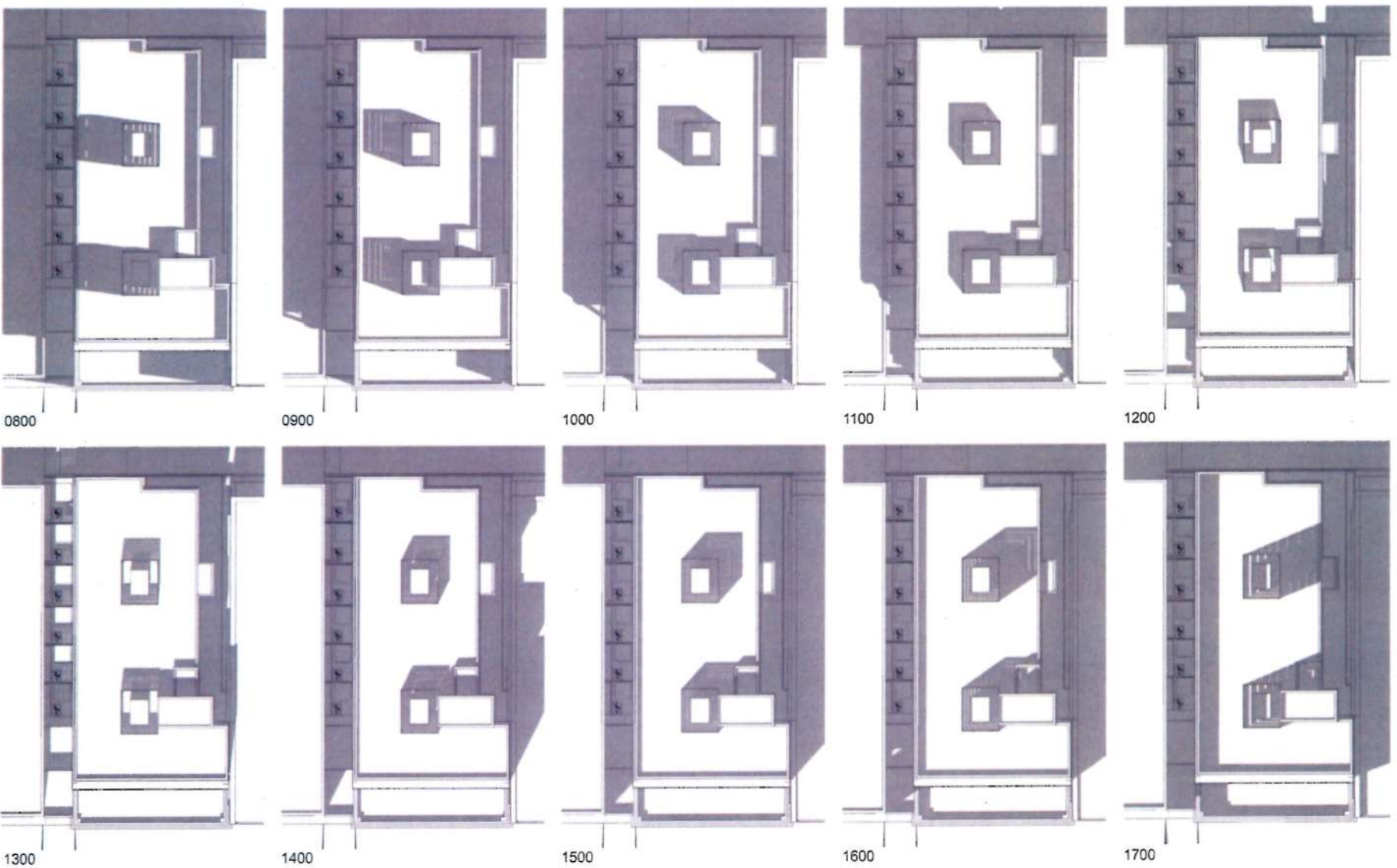
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COMPACT BATHROOM EXAMPLE



The Sawyer | Equinox

Sheet **SK-407**
 number **TEN**
 architectural group
 Date: June 25, 2014
 Scale: 1/8" = 1'-0"
 205 14th Street
 New York, NY 10013
 Tel: 212 350 2106
 Fax: 212 350 2106
 www.sawyer-equinox.com

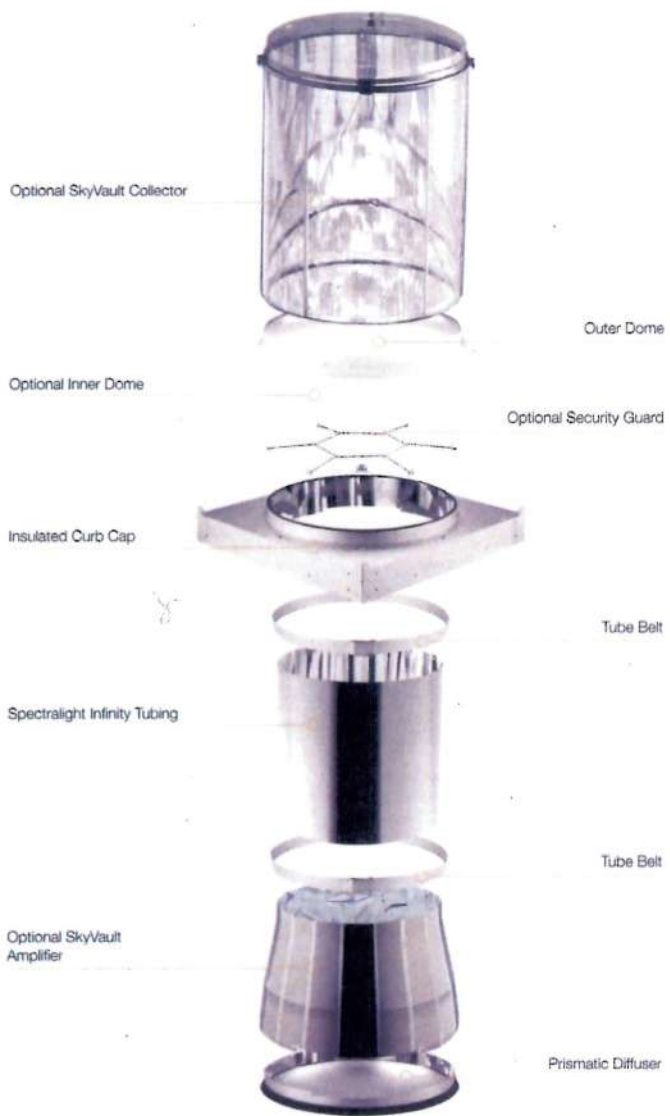
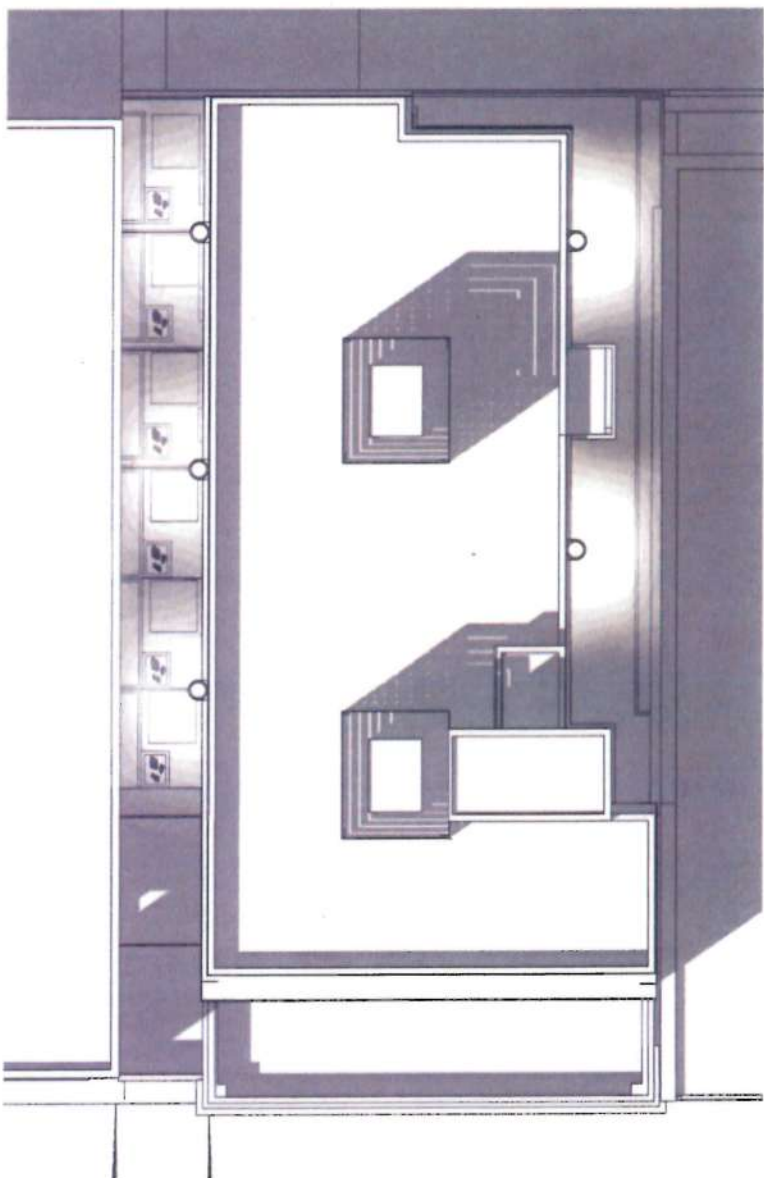




The Sawyer | Summer Solstice

SK-408 Sheet number **TEN**
 architectural group
 June 25, 2014
 Scale: 1/8" = 1'-0"
 Job Number: 2012533
 Date: 06/25/14
 Drawn by: [illegible]
 Checked by: [illegible]
 Project: [illegible]
 Location: [illegible]





WWW.SOLATUBE.COM

The Sawyer | Solatube 'Skyvault'

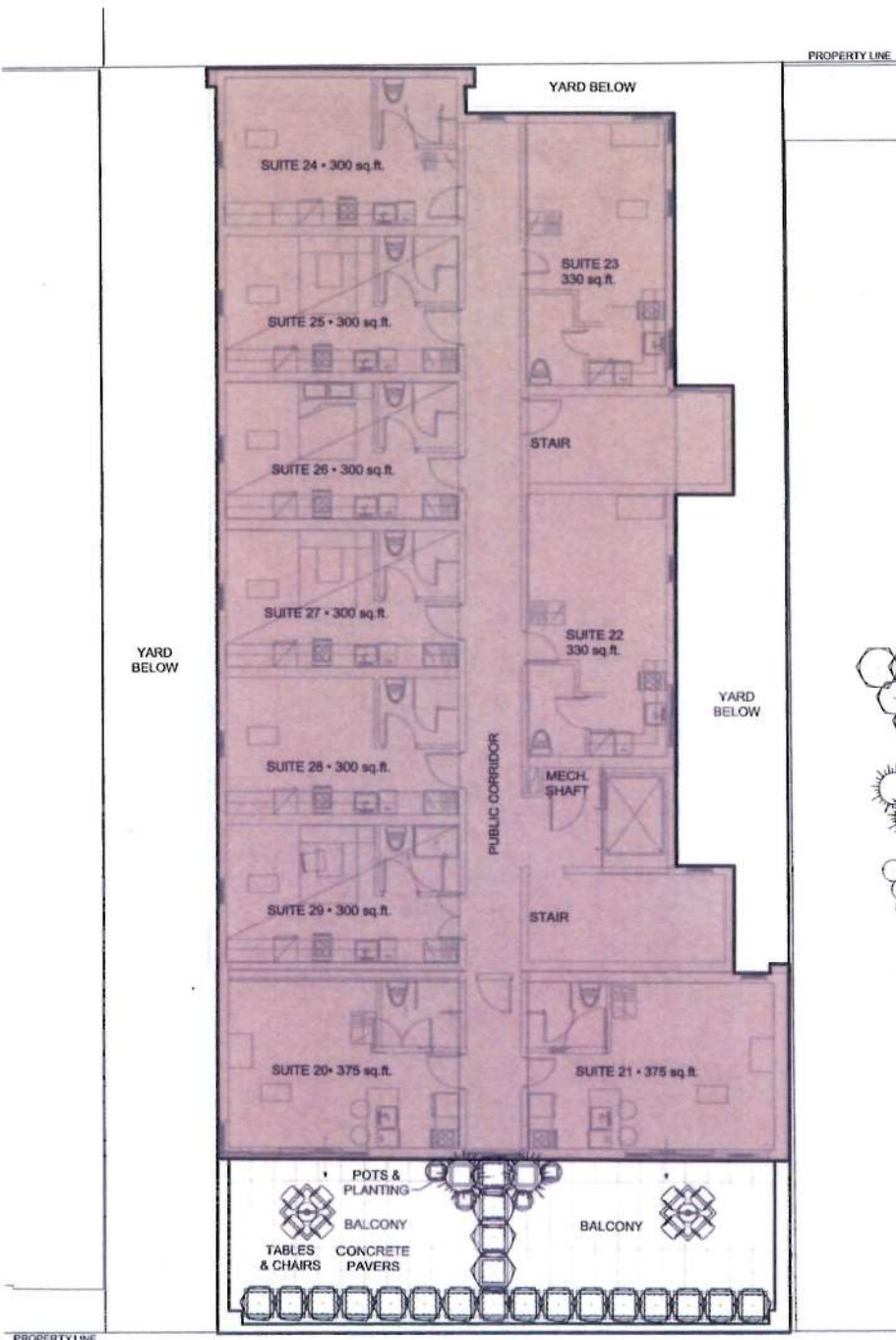
SK-409

June 25, 2014

2012533

number **TEN**
architectural group

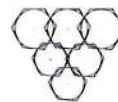
number **10**



NOTES

- LANDSCAPE AREAS ARE TO BE IRRIGATED WITH A WATER EFFICIENT DRIP IRRIGATION SYSTEM.
- PLANTING TO BE INSTALLED TO BC LANDSCAPE STANDARD - 2012 ED.

LEGEND



MEDIUM / LARGE SHRUBS:
BLACKSTEM BAMBOO,
HEAVENLY BAMBOO,
WINTER GEM BOXWOOD.
SIZE: #3 POTS, QUANTITY. - 79.



DWARF CONIFER:
DWARF HINOKI CYPRESS.
SIZE: #5 POTS, QUANTITY. - 2.



ORNAMENTAL GRASSES:
DWARF FOUNTAIN GRASS,
SIZE: #1 POTS, QUANTITY. - 12.



GROUNDCOVER / PERENNIALS:
LILY-TURF, KINNIKINNICK.
SIZE: 10 CM. POTS.

THE SAWYER / THIRD LEVEL

LSK-2
LANDSCAPE
PLAN
JUNE 13, 2014
1:200



KEITH N. GRANT
LANDSCAPE
ARCHITECTURE LTD.
2274 CRANMORE ROAD, VICTORIA, B.C., CANADA V8B 4Z3
TEL: (250) 598-7872 FAX: 598-7875

FB337838

25 MAR 2010 10 34

FB337837

LAND TITLE ACT
Form C (Section 233)
Province of
British Columbia

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office Use)

Page 1 of 18 9 pages

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

PATTERSON ADAMS
402-707 FORT STREET
P.O. BOX 1231
Victoria, B.C. V8W 2T6

12195.002

BURNS SERVICES

Authorized Signatory

2. Parcel Identifier(s) and Legal Description(s) of Land: (PID) (Legal Description) sg 3/25/2010 10:35:31 AM 1
009-368-302 Lot 290, Victoria City except the Southerly 8 Feet Thereof Charge 2 \$146.80

2c1s

3. Nature of Interest*
Description Document Reference (page & paragraph) Person Entitled to Interest
See Schedule

4. Terms: Part 2 of this instrument consists of (select one only)
(a) Filed Standard Charge Terms ☐ D.F. No. Defect 1 \$32.70
(b) Express Charge Terms ☒ Annexed as Part 2
(c) Release ☐ There is no Part 2 of this instrument
A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharged on the Land described in Item 2.

5. Transferor(s) (Grantor(s))*:
0742170 B.C. LTD. (Inc. No. BC0742170); CANADIAN WESTERN BANK (as to priority) and
MARKUS JENSEN and ELAINE JENSEN (as to priority)

6. Transferee(s) (Grantee(s))* (including postal address(es) and postal code(s)) *
THE CORPORATION OF THE CITY OF VICTORIA, #1 Centennial Square, Victoria, B.C., V8W 1P6

7. Additional or Modified Terms*: n/a

8. Execution(s): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature:

Execution Date:

Party(ies) Signature:

DAVID ADAMS
Barrister & Solicitor
402-707 Fort Street
Victoria, B.C. V8W 2T6

Y	M	D
10	03	16

0742170 B.C. Ltd. by its authorized
signatory:

JACK JULSETH

Officer Certification

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996 c. 124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

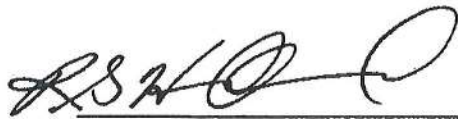
**LAND TITLE ACT
Form D**

EXECUTIONS CONTINUED

Page 2

(as to priority)

Officer Signature:



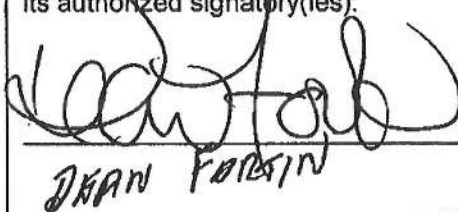
ROBERT G. WOODLAND
A Commissioner for taking Affidavits
for British Columbia
#1 Centennial Square
Victoria, BC V8W 1P6

Execution Date:

Y	M	D
10	03	24

Party(ies) Signature:

**The Corporation of the City of Victoria by
its authorized signatory(ies):**



MAYOR DEAN FORTIN
#1 Centennial Square
Victoria BC V8W 1P6

Officer Certification


Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996 c. 124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the

LAND TITLE ACT
Form D

EXECUTIONS CONTINUED

Page 3

Officer Signature:


YVONNE D. LACASSE
A Commissioner For
Taking Affidavits For
British Columbia

1201 Douglas Street
Victoria, B.C. V8W 2E6

Execution Date:

Y	M	D
10	03	16

Party(ies) Signature:

(as to priority)
Canadian Western Bank by its authorized
signatory(ies):


KEVIN MARR
Manager Commercial Banking


ROBERT GRANGER
AVP & Branch Manager

Officer Certification


Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996 c. 124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the

**LAND TITLE ACT
Form D**

EXECUTIONS CONTINUED

Page 4

Officer Signature:




BRIAN J. GREGORY, NOTARY PUBLIC
2425 BURRARD ST.
VANCOUVER, B.C. V6J 3J3
Tel: 604-736-7668

Execution Date:

Y	M	D
10	03	17

Party(ies) Signature:

(as to priority)


Markus Jensen

Elaine Jensen

LAND TITLE ACT
FORM E
SCHEDULE

Page 5

3. Nature of Interest* Description	Document Reference (page & paragraph)	Person Entitled to Interest
Section 219 Covenant	Entire document except paragraphs 19 and 20, Page 9	Grantee
Priority Agreement granting priority in registration to Covenant FB <u>337837</u> over Mortgage CA1330990 and Assignment of Rents CA1330991	Paragraph 19, Page 9	Grantee
Priority Agreement granting priority in registration to Covenant FB <u>337837</u> over Mortgage FB312386	Paragraph 20, Page 9	Grantee

Officer Certification

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996 c. 124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the

TERMS OF INSTRUMENT - PART 2**WHEREAS:**

- A. The Transferor is the registered owner in fee-simple of those lands and premises located within the City of Victoria, in the Province of British Columbia, more particularly described as:

PID 009-368-302

Lot 290, Victoria City, except the southerly 8 feet thereof

(hereinafter referred to as the "Lands")


- B. The Transferee is the Corporation of the City of Victoria;
- C. The Transferor acknowledges that it is in the public interest that the development and use of the Lands be limited and wishes to grant this covenant to the Transferee;
- D. Section 219 of the *Land Title Act* provides that a covenant, whether of negative or positive nature, in respect of the use of land or the use of a building on or to be erected on land may be granted in favour of the Transferee and may be registered as a charge against the title to the Lands.

NOW THEREFORE THIS AGREEMENT WITNESSES that under Section 219 of the *Land Title Act*, and in consideration of the premises and the mutual covenants and agreements contained herein, and the sum of ONE (\$1.00) DOLLAR of lawful money of Canada now paid to the Transferor by the Transferee (the receipt and sufficiency of which is hereby acknowledged), and for other good and valuable consideration the parties covenant and agree each with the other as follows:

1. In this Agreement the following words have the following meanings:

RW ~~(a) "car share program" means a program for the common use of one or more motor vehicles by all of the owners and occupants of the Development, the purposes of which include the reduction in the demand for off street parking on the Land generated by the Development, and the reduction of the total daily number of vehicle trips made to and from the Land by the owners and occupants of the Development, including but not limited to that secured under the Agreement with the Victoria Car Share Co-operative ("VCSC") dated February 23, 2010 and attached as Schedule "A" to this Agreement; and~~

RW ~~(b)~~ "Development" means the development and use of the Lands as a mixed use commercial and residential development that includes up to 24 dwelling units.

2. The Transferor covenants and agrees with the Transferee that it shall not use or permit the use of the Lands or any building on the Lands for any purpose except in strict accordance with this Agreement.
3.  The Transferor covenants and agrees that it shall not use or occupy the Development, or make application for an occupancy certificate, for any purpose, other than in connection with the construction of the Development, ~~until the Transferor has provided to the Transferee's reasonable satisfaction evidence that the Transferor has unconditionally purchased, for the benefit of all owners and residents of the Development, memberships in a car share program that is operated by a third party on a neighbourhood, community or regional basis. For certainty this shall be considered satisfied on the Transferor's payment to the VCSC under the terms of Section 5 of the Agreement in Schedule "A".~~
4. The Transferor shall indemnify and save harmless the Transferee from any and all claims, causes of action, suits, demands, fines, penalties, costs or expenses or legal fees whatsoever which anyone has or may have against the Transferee or which the Transferee incurs as a result of any loss or damage or injury, including economic loss, arising out of or connected with:
 - (a) the breach of any covenant in this Agreement;
 - (b) the use of the Lands contemplated under this Agreement; and
 - (c) restrictions or requirements under this Agreement.
5. The Transferor hereby releases and forever discharges the Transferee of and from any claims, causes of action, suits, demands, fines, penalties, costs or expenses or legal fees whatsoever which the Transferor can or may have against the Transferee for any loss or damage or injury, including economic loss, that the Transferor may sustain or suffer arising out of or connected with:
 - (a) the breach of any covenant in this Agreement;
 - (b) the use of the Lands contemplated under this Agreement; and
 - (c) restrictions or requirements under this Agreement.
6. At the Transferor's expense, the Transferor must do everything necessary to secure priority of registration and interest for this Agreement and the Section 219 Covenant it creates over all registered and pending charges and encumbrances of a financial nature against the Lands.
7. Nothing contained or implied in this Agreement shall prejudice or affect the rights and powers of the Transferee in the exercise of its functions under any public or private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised in relation to the Lands as if the Agreement had not been executed and delivered by the Transferor.
8. Time is of the essence of this Agreement.

9. The Transferor covenants and agrees for itself, its heirs, executors, successors and assigns, that it will at all times perform and observe the requirements and restrictions set out in this Agreement and they shall be binding upon the Transferor as personal covenants only during the period of its respective ownership of any interest in the Lands.
10. It is mutually understood, acknowledged and agreed by the parties hereto that the Transferee has made no representations, covenants, warranties, guarantees, promises or agreements (oral or otherwise) with the Transferor other than those contained in this Agreement.
11. The waiver by a party of any breach of this Agreement or failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar, and no waiver shall be effective unless it is in writing signed by both parties.
12. Wherever the singular, masculine and neuter are used throughout this Agreement, the same is to be construed as meaning the plural or the feminine or the body corporate or politic as the context so requires.
13. No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.
14. The restrictions and covenants herein contained shall be covenants running with the Lands, perpetual and registered in the Victoria Land Title Office pursuant to section 219 of the *Land Title Act* as covenants in favour of the Transferee as a first charge against the Lands; they shall continue to bind all of the Lands when subdivided, except that the Transferee agrees, upon application to subdivide the Development under the *Strata Property Act*, that the obligations of this agreement may be restricted to the Strata Corporation and therefore this Agreement may solely encumber the Common Property, and not run to or bind the individual strata lots, and the Transferee shall execute and deliver a Release and Discharge of this Covenant, such Discharge to be prepared and registered by and at the expense of the Transferor for those individual strata lots.
15. The Transferor agrees to execute all other documents and provide all other assurances necessary to give effect to the covenants contained in this Agreement.
16. Following or concurrent with issuance of an occupancy certificate, and upon the Transferee being satisfied as to the fulfilment of the requirements under section 3 of this Agreement, the Transferee shall execute a discharge of this Agreement in registrable form, such discharge to be prepared and registered by and at the expense of the Transferor.
17. If any part of this Agreement is found to be illegal or unenforceable, that part will be considered separate and severable and the remaining parts will not be affected thereby and will be enforceable to the fullest extent permitted by law.
18. This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

19. Canadian Western Bank, the registered holder of a charge by way of a Mortgage and Assignment of Rents against the Lands and registered under Numbers CA1330990 and CA1330991 respectively collectively the "**Charge**") in the Land Title Office at Victoria, British Columbia, for and in consideration of the sum of One (\$1.00) Dollar paid by the Transferee to the said Chargeholder (the receipt whereof is hereby acknowledged), agrees with the Transferee, its successors and assigns, that the within section 219 Covenant shall be an encumbrance upon the Lands in priority to the Charge in the same manner and to the same effect as if it had been dated and registered prior to the Charge.
20. Markus Jensen and Elaine Jensen, the registered holder of a charge by way of a Mortgage against the Lands and registered under Number FB312386 (the "**Charge**") in the Land Title Office at Victoria, British Columbia, for and in consideration of the sum of One (\$1.00) Dollar paid by the Transferee to the said Chargeholder (the receipt whereof is hereby acknowledged), agrees with the Transferee, its successors and assigns, that the within section 219 Covenant shall be an encumbrance upon the Lands in priority to the Charge in the same manner and to the same effect as if it had been dated and registered prior to the Charge.

The Transferor and Transferee acknowledge that this Agreement has been duly executed and delivered by the parties executing Forms C and D (pages 1, 2 and 3) attached hereto.

END OF DOCUMENT

NO. 10-005

HOUSING AGREEMENT (840 FORT STREET) BYLAW

A BYLAW OF THE CITY OF VICTORIA

The purpose of this Bylaw is to authorize an agreement for rental housing for the land known as 840 Fort Street, Victoria, BC.

Under its statutory powers, including section 905 of the *Local Government Act*, the Municipal Council of the City of Victoria enacts the following provisions:

Title

- 1 This Bylaw may be cited as the "HOUSING AGREEMENT (840 FORT STREET) BYLAW".

Agreement authorized

- 2 The Mayor and the City's Corporate Administrator are authorized to execute the Housing Agreement,

- (a) substantially in the form attached to this Bylaw as Schedule A;
- (b) between the City and 0742170 B.C. Ltd., or other registered owner from time to time of the land described in subsection (c);
- (c) that applies to the lands known as 840 Fort Street, Victoria, BC:

PID #009-368-302

Lot 290, Victoria City except the southerly 8 feet thereof.

READ A FIRST TIME the 14th day of January, 2010.

READ A SECOND TIME the 14th day of January, 2010.

READ A THIRD TIME the 14th day of January, 2010.

ADOPTED on the 25th day of March, 2010.

"ROBERT G. WOODLAND"
CORPORATE ADMINISTRATOR

"DEAN FORTIN"
MAYOR

HOUSING AGREEMENT 840 FORT STREET
(Pursuant to Section 905 of the *Local Government Act*)

THIS AGREEMENT is made the 22 day of February 2010.

BETWEEN:

THE CORPORATION OF THE CITY OF VICTORIA
#1 Centennial Square
Victoria, BC V8W 1P6

(the "City")

OF THE FIRST PART

AND:

0742170 B.C. LTD. Inc. No. 0742170
2546 Government Street
Victoria, BC V8T 4P7

(the "Owner")

OF THE SECOND PART

WHEREAS:

- A. Under section 905 of the *Local Government Act* the City may, by bylaw, enter into a Housing Agreement with an owner regarding the occupancy of the housing units identified in the agreement, including but not limited to terms and conditions referred to in section 905(2) of the *Local Government Act*;
- B. The Owner is the registered owner in fee simple of lands in the City of Victoria, British Columbia, with a civic address of 840 Fort Street, Victoria, BC and legally described as:

PID 009-368-302
Lot 290, Victoria City, except the southerly 8 feet thereof

(the "Lands");
- C. The Owner has made application to the City to rezone the Lands as set out in City of Victoria Zoning Regulation Bylaw, Amendment Bylaw (No. 889) – No. 10-002 (the "Rezoning Bylaw");
- D. The City and the Owner wish to enter into this Agreement, as a Housing Agreement pursuant to section 905 of the *Local Government Act*, to secure the agreement of the Owner to ensure that rental of the strata lots in the Development will be permitted.

NOW THIS AGREEMENT WITNESSES that pursuant to section 905 of the *Local Government Act*, and in consideration of the premises and covenants contained in this Agreement, the parties agree each with the other as follows:

1.0 Definitions

1.1 In this Agreement:

"Development" means the development and use of the Lands as a mixed commercial and residential development that includes up to 24 dwelling units as permitted under the Rezoning Bylaw.

"Dwelling Unit" means a self-contained dwelling unit within the Development.

"Non-owner" means a person who occupies a Dwelling Unit for residential purposes, other than the Owner of that Dwelling Unit.

"Owner" includes a person who acquires an interest in the Lands or any part of the Lands and is thereby bound by this Agreement, as referred to in section 5.3.

"Strata Corporation" means, for the Land or a building on the Land that are subdivided under the *Strata Property Act*, a strata corporation as defined in that Act.

2.0 No Restrictions on Rentals

2.1 The Owner covenants and agrees that the Owner shall not take any steps, or enter into any agreements, or impose any rules or regulations whatsoever, the effect of which would be to prevent or restrict the Owner of a Dwelling Unit from renting that Dwelling Unit for residential purposes to a Non-owner.

2.2 Without limiting the generality of section 2.1, the Owner covenants and agrees that it will not make application to deposit a strata plan for or in respect of the Land or the Development a building on the Land unless the strata bylaws in no way restrict rental of the Dwelling Units to Non-owners.

2.3 For certainty, if the Land or the Development on the Land is subdivided under the *Strata Property Act*, the Owners of the strata lots may occupy the Dwelling Units within the Development.

3.0 Strata Plan Reporting

3.1 The Owner covenants and agrees to provide to the City's Director of Planning and Development, on the date an occupancy permit is applied for, and on February 1 of each subsequent year, a report in writing setting out the following:

- (a) the number, type and location by strata lot number, of Dwelling Units that are being rented to Non-owners;
- (b) any changes or proposed changes to the Strata Corporation's bylaws that may affect the terms of this Agreement; and

3.2 The Owner covenants and agrees

- (a) that the Strata Corporation will not pass bylaws that would restrict the availability for rental of any Dwelling Unit unless this Agreement is amended accordingly; and

(b) to notify the City of any proposed amendments to its strata bylaws.

3.3 The Owner acknowledges that it is within the City's sole discretion to consent or not to consent to modifications of this Agreement and that such consent may be withheld for any reason.

4.0 Notice to be Registered in Land Title Office

4.1 Notice of this Agreement will be registered in the Land Title Office by the City at the cost of the Owner in accordance with section 905 of the *Local Government Act*, and this Agreement is binding on the parties to this Agreement as well as all persons who acquire an interest in the Lands after registration of the Notice.

4.2 The Owner covenants and agrees with the City that the Owner will not apply to deposit a strata plan for or in respect of the lands unless this Agreement is then a charge on the title to the Lands in priority to all financial charges.

5.0 General Provisions

Notice

5.1 (a) If sent as follows, notice under this Agreement is considered to be received seventy-two (72) hours after the time of its mailing (by registered mail) or faxing, and

(b) on the date of delivery if hand-delivered,

(i) to the City:

City of Victoria
#1 Centennial Square
Victoria, BC V8W 1P6
Attention: Director or Planning and Development
Fax: 250-361-0386

(ii) to the Owner:

0742170 B.C. LTD.
2546 Government Street
Victoria, BC V8T 4P7

(iii) or upon registration of a strata plan for the Lands, to the Strata Corporation.

(c) If a party identifies alternate contact information in writing to another party, notice is to be given to that alternate address.

(d) If normal mail service or facsimile service is interrupted by strike, work slow-down, force majeure, or other cause,

(i) notice sent by the impaired service is considered to be received on the date of delivery, and

- (ii) the sending party must use its best efforts to ensure prompt receipt of a notice by using other uninterrupted services, or by hand-delivering the notice.

Time

- 5.2 Time is the essence of this Agreement.

Binding Effect

- 5.3 This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and permitted assignees. In accordance with section 905(6) of the *Local Government Act*, this Agreement is binding on all who acquire an interest in the Lands, and the Owner only during the Owner's ownership of any interest in the Lands, and with respect only to that portion of the Lands of which the Owner has an interest.

Waiver

- 5.4 The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

Headings

- 5.5 The headings in this Agreement are inserted for convenience and reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.

Language

- 5.6 Wherever the singular, masculine and neuter are used throughout this Agreement, the same is to be construed as meaning the plural or the feminine or the body corporate or politic as the context so requires.

Cumulative Remedies

- 5.7 No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.

Entire Agreement

- 5.8 This Agreement when executed will set forth the entire agreement and understanding of the parties as at the date it is made.

Further Assurances

- 5.9 Each of the parties will do, execute, and deliver, or cause to be done, executed, and delivered all such further acts, documents and things as may be reasonably required from time to time to give effect to this Agreement.

Corporate Administrator Robert Woodland

Executions continued to this agreement between The Corporation of the City of Victoria and 0742170 B.C. Ltd. dated for reference the 22 day of February, 2010.

0742170 B.C. LTD., by its authorized signatories

Name:

John Jensen

Name:

(as to priority)

CANADIAN WESTERN BANK by its authorized signatory(ies):

Name:

Kevin Marr
KEVIN MARR
Manager Commercial Banking

Name:

Victoria Pang
VICTORIA PANG
Manager, Commercial Banking

(as to priority)

SIGNED, SEALED AND DELIVERED
in the presence of:

Witness

Address

Brian J. Gregory
BRIAN J. GREGORY, NOTARY PUBLIC

2425 BURRARD ST.
VANCOUVER, B.C. V6J 3J3
Tel: 604-736-7668

Occupation

Markus Jensen
Markus Jensen also known as
Markus Christian Jensen

Elaine Jensen
Elaine Jensen also known as
Mary Elaine Jensen