

# Development Variance Permit

## DVP18-0078



This permit relates to land in the City of Kelowna municipally known as

**1981 Cross Road**

and legally known as

LOT 2 SECTION 4 TOWNSHIP 23 OSOYOOS DIVISION YALE DISTRICT PLAN 10134 EXCEPT PLAN H8323

and permits the land to be used for the development with variances to the following section of the Zoning Bylaw 8000:

### **S.13.2.5 (b) RU2-Medium Lot Housing Minimum Lot Depth**

To vary the required minimum lot depth from 30.0m permitted to 28.5 m (for future Lot 7) and 25.0 m (for future Lot 8) and 27.3 m (for future Lot 10) proposed, as shown on the attached Schedule A.

The present owner and any subsequent owner of the above described land must comply with any attached terms and conditions.

Date of Decision: June 12, 2018

Decision By: CITY COUNCIL

Issued Date: **DATE**

Development Permit Area: N/A

File Manager: SS

**This permit will not be valid if development has not commenced within 2 years of the council approved Date of Decision.**

Existing Zone: RU2- Medium Lot Housing

Future Land Use Designation: S2RES – Single Two Unit Residential

## **This is NOT a Building Permit.**

In addition to your Development Permit, a Building Permit may be required prior to any work commencing. For further information, contact the City of Kelowna, Development Services Branch.

## **NOTICE**

This permit does not relieve the owner or the owner's authorized agent from full compliance with the requirements of any federal, provincial or other municipal legislation, or the terms and conditions of any easement, covenant, building scheme or agreement affecting the building or land.

Owner: Suresh Kumar Khurana

Applicant: Aplin Martin Consultants Ltd.

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Ryan Smith  
Community Planning Department Manager  
Community Planning & Strategic Investments

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Date

## **1. SCOPE OF APPROVAL**

This Development Permit applies to and only to those lands within the Municipality as described above, and any and all buildings, structures and other development thereon.

This Development Permit is issued subject to compliance with all of the Bylaws of the Municipality applicable thereto, except as specifically varied or supplemented by this permit, noted in the Terms and Conditions below.

The issuance of a permit limits the permit holder to be in strict compliance with regulations of the Zoning Bylaw and all other Bylaws unless specific variances have been authorized by the Development Permit. No implied variances from bylaw provisions shall be granted by virtue of drawing notations that are inconsistent with bylaw provisions and that may not have been identified as required Variances by the applicant or Municipal staff.

## **2. CONDITIONS OF APPROVAL**

- a) The dimensions and siting of the building to be constructed on the land be in accordance with Schedule "A";
- b) The exterior design and finish of the building to be constructed on the land be in accordance with Schedule "B";
- c) Landscaping to be provided on the land be in accordance with Schedule "C"; and
- d) The applicant be required to post with the City a Landscape Performance Security deposit in the form of a "Letter of Credit" in the amount of 125% of the estimated value of the landscaping, as determined by a Registered Landscape Architect.

This Development Permit is valid for two (2) years from the date of June 12, 2018 approval, with no opportunity to extend.

## **3. PERFORMANCE SECURITY**

As a condition of the issuance of this Permit, Council is holding the security set out below to ensure that development is carried out in accordance with the terms and conditions of this Permit. Should any interest be earned upon the security, it shall accrue to the Developer and be paid to the Developer or his or her designate if the security is returned. The condition of the posting of the security is that should the Developer fail to carry out the development hereby authorized, according to the terms and conditions of this Permit within the time provided, the Municipality may use enter into an agreement with the property owner of the day to have the work carried out, and any surplus shall be paid over to the property own of the day. Should the Developer carry out the development permitted by this Permit within the time set out above, the security shall be returned to the Developer or his or her designate. There is filed accordingly:

- a) An Irrevocable Letter of Credit in the amount of (n/a)

Before any bond or security required under this Permit is reduced or released, the Developer will provide the City with a statutory declaration certifying that all labour, material, workers' compensation and other taxes and costs have been paid.

## **4. INDEMNIFICATION**

Upon commencement of the works authorized by this Permit the Developer covenants and agrees to save harmless and effectually indemnify the Municipality against:

- a) All actions and proceedings, costs, damages, expenses, claims, and demands whatsoever and by whomsoever brought, by reason of the Municipality said Permit.

All costs, expenses, claims that may be incurred by the Municipality where the construction, engineering or other types of works as called for by the Permit results in damages to any property owned in whole or in part by the Municipality or which the Municipality by duty or custom is obliged, directly or indirectly in any way or to any degree, to construct, repair, or maintain.

**The PERMIT HOLDER is the CURRENT LAND OWNER.  
Security shall ONLY be returned to the signatory of the  
Landscape Agreement or their designates.**

