

DEVELOPMENT PERMIT AND DEVELOPMENT VARIANCE PERMIT



APPROVED ISSUANCE OF DEVELOPMENT PERMIT AND DEVELOPMENT VARIANCE PERMIT NO. DP15-0215 and DVP15-0216

Issued To: ML Holdings Inc. Inc No. BC0825079
Site Address: 1295 St. Paul Street
Legal Description: Lot 25, District Lot 139, ODYD, Plan 1303
Zoning Classification: RM4 - Transitional Low Density Housing
Development Permit Area: Revitalization Form and Character

SCOPE OF APPROVAL

This 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 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 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.

1. TERMS AND CONDITIONS

THAT Development Permit No. DP15-0215 and DVP15-0216 for Lot 25, District Lot 139, ODYD, Plan 1303 located at 1295 St. Paul St., Kelowna, BC to allow the construction of a 4 unit townhome be approved subject to the following:

- 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";
- 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;

AND THAT variances to the following sections of Zoning Bylaw No. 8000 be granted, as shown on Schedule "D":

Section 7.6.1: Minimum Landscape Buffers

To vary the minimum landscape buffer for the front yard and flanking street from Level 2 permitted to Level 1 proposed and to vary the minimum landscape buffer for the rear yard from Level 3 permitted to Level 1 proposed.

Section 8.1.11(b): Parking and Loading Size and Ratio

To vary the minimum parking ratio from 50% full size and 50% medium size permitted to 50% full size, 25% medium size and 25% compact size proposed.

Section 13.10.6(b): RM4 - Transitional Low Density Housing Development Regulations

To vary the maximum site coverage from 50% permitted to 71.3% proposed and to vary the maximum site coverage for buildings, driveways and parking areas from 60% to 73.9%.

Section 13.10.6(d): RM4 - Transitional Low Density Housing Development Regulations

To vary the minimum front yard from 6.0 m permitted to 1.0 m proposed.

Section 13.10.6(e): RM4 - Transitional Low Density Housing Development Regulations

To vary the minimum side yard from 4.5 m permitted to 1.5 m proposed and to vary the minimum flanking street side yard from 4.5 m permitted to 0.8 m proposed.

Section 13.10.6(f): RM4 - Transitional Low Density Housing Development Regulations

To vary the minimum rear yard from 7.5 m permitted to 1.5 m proposed.

AND FURTHER THAT this Development Permit / Development Variance Permit is valid for two (2) years from the date of Council approval, with no opportunity to extend.

2. 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 Permit Holder and be paid to the Permit Holder if the security is returned. The condition of the posting of the security is that should the Permit Holder 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 the security to carry out the work by its servants, agents or contractors, and any surplus shall be paid over to the Permit Holder, or should the Permit Holder carry out the development permitted by this Permit within the time set out above, the security shall be returned to the Permit Holder. There is filed accordingly:

- a) Cash in the amount of \$ _____ OR
- b) A Certified Cheque in the amount of \$ _____ OR
- c) An Irrevocable Letter of Credit in the amount of \$ _____ .

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.

3. DEVELOPMENT

The land described herein shall be developed strictly in accordance with the terms and conditions and provisions of this Permit and any plans and specifications attached to this Permit that shall form a part hereof.

If the Permit Holder does not commence the development permitted by this Permit within two years of the date of this Permit, this Permit shall lapse. **This Permit IS NOT a Building Permit.**

4. APPLICANT’S AGREEMENT

I hereby declare that all of the above statements and the information contained in the material submitted in support of this Permit are to the best of my belief, true and correct in all respects. Upon issuance of the Permit for me by the Municipality, then in such case, I covenant and agree 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 granting to me the said Permit.
- b) All costs, expenses, claims that may be incurred by the Municipality if the construction by me of 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.

I further covenant and agree that should I be granted a Development Permit and/or Development Variance Permit, the Municipality may withhold the granting of any Occupancy Permit for the occupancy and / or use of any building or part thereof constructed upon the hereinbefore referred to land until all of the engineering works or other works called for by the Permit have been completed to the satisfaction of the Municipal Engineer and Divisional Director of Community Planning & Real Estate.

Should there be any change in ownership or legal description of the property, I undertake to notify the Community Planning Department immediately to avoid any unnecessary delay in processing the application.

I HEREBY UNDERSTAND AND AGREE TO ALL THE TERMS AND CONDITIONS SPECIFIED IN THIS PERMIT.

Signature of Owner / Authorized Agent _____ Date _____

Print Name in Bold Letters _____ Telephone No. _____

5. APPROVALS

Issued and approved by Council on the _____ day of _____, 2015.

Ryan Smith, Community Planning Department Manager _____ Date _____
 Community Planning & Real Estate

**The PERMIT HOLDER is the CURRENT LAND OWNER.
 Security shall be returned to the PERMIT HOLDER.**