

DEVELOPMENT PERMIT



APPROVED ISSUANCE OF DEVELOPMENT PERMIT

File Number DP15-0314 & DVP15-0315
Issued To: Mission Group Homes
Site Address: 775 Academy Way
Legal Description: Lot 2, Section 3 & 10, Township 23, ODYD, Plan EPP53793
Zoning Classification: RM5 - Multiple Unit Residential (Medium Density)
Development Permit Area: Comprehensive Development Permit Area

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. DP15-0314 & DVP15-0315 for Lot 2, Section 3 & 10, Township 23, ODYD, Plan EPP53793, located at 775 Academy Way, Kelowna, BC to allow the construction of a single storey commercial building to 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 FURTHER THAT this Development Permit is valid for two (2) years from the date of Council approval, with no opportunity to extend.

AND THAT the variance to the following section Zoning Bylaw No. 8000 be granted:

Section 8.1 - Parking Schedule

Vary the parking requirements from 152 parking stalls required to 103 parking stalls proposed.

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 _____, 2016.

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

Date

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

[illegible]

BUILDING AND FLOOR AREAS:									
UNIT TYPE	UNIT #	UNIT AREA	UNIT #	UNIT AREA	UNIT #	UNIT AREA	UNIT #	UNIT AREA	TOTAL UNIT AREA
1 BR/ST	100	1,000	407	4,070	A	752			5,822
2 BR/ST	100	1,500	407	6,105	B	1,100			8,705
3 BR/ST	100	2,000	500	10,000	C	1,500			13,500
4 BR/ST	100	2,500	500	12,500	D	1,800			16,300
5 BR/ST	100	3,000	500	15,000	E	2,100			19,100
6 BR/ST	100	3,500	500	17,500	F	2,400			22,400
7 BR/ST	100	4,000	500	20,000	G	2,700			25,700
8 BR/ST	100	4,500	500	22,500	H	3,000			29,500
9 BR/ST	100	5,000	500	25,000	I	3,300			32,800
10 BR/ST	100	5,500	500	27,500	J	3,600			35,900
11 BR/ST	100	6,000	500	30,000	K	3,900			39,000
12 BR/ST	100	6,500	500	32,500	L	4,200			41,700
13 BR/ST	100	7,000	500	35,000	M	4,500			44,500
14 BR/ST	100	7,500	500	37,500	N	4,800			47,300
15 BR/ST	100	8,000	500	40,000	O	5,100			50,100
16 BR/ST	100	8,500	500	42,500	P	5,400			52,900
17 BR/ST	100	9,000	500	45,000	Q	5,700			55,700
18 BR/ST	100	9,500	500	47,500	R	6,000			58,500
19 BR/ST	100	10,000	500	50,000	S	6,300			61,300
20 BR/ST	100	10,500	500	52,500	T	6,600			64,100
21 BR/ST	100	11,000	500	55,000	U	6,900			66,900
22 BR/ST	100	11,500	500	57,500	V	7,200			69,700
23 BR/ST	100	12,000	500	60,000	W	7,500			72,500
24 BR/ST	100	12,500	500	62,500	X	7,800			75,300
25 BR/ST	100	13,000	500	65,000	Y	8,100			78,100
26 BR/ST	100	13,500	500	67,500	Z	8,400			80,900
27 BR/ST	100	14,000	500	70,000	AA	8,700			83,700
28 BR/ST	100	14,500	500	72,500	AB	9,000			86,500
29 BR/ST	100	15,000	500	75,000	AC	9,300			89,300
30 BR/ST	100	15,500	500	77,500	AD	9,600			92,100
31 BR/ST	100	16,000	500	80,000	AE	9,900			94,900
32 BR/ST	100	16,500	500	82,500	AF	10,200			97,700
33 BR/ST	100	17,000	500	85,000	AG	10,500			100,500
34 BR/ST	100	17,500	500	87,500	AH	10,800			103,300
35 BR/ST	100	18,000	500	90,000	AI	11,100			106,100
36 BR/ST	100	18,500	500	92,500	AJ	11,400			108,900
37 BR/ST	100	19,000	500	95,000	AK	11,700			111,700
38 BR/ST	100	19,500	500	97,500	AL	12,000			114,500
39 BR/ST	100	20,000	500	100,000	AM	12,300			117,300
40 BR/ST	100	20,500	500	102,500	AN	12,600			120,100
TOTAL UNIT AREA: 1,200,000 SQ. FT.									
COMMON / FINISH GRS. SPACE:									
RACONES		RACS		RACS		RACS		RACS	
LANDSCAPING/WALKWAY AREA	13,500	LANDSCAPING/WALKWAY AREA	13,500	LANDSCAPING/WALKWAY AREA	13,500	LANDSCAPING/WALKWAY AREA	13,500	LANDSCAPING/WALKWAY AREA	13,500
CORR.	1,000	CORR.	1,000	CORR.	1,000	CORR.	1,000	CORR.	1,000
TOTAL COMMON / FINISH GRS. SPACE: 27,000 SQ. FT.									
TOTAL GRS. SPACE: 1,227,000 SQ. FT.									
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WATER PROTECTION	NO PERMEABLE FILL	3.2.2.1C
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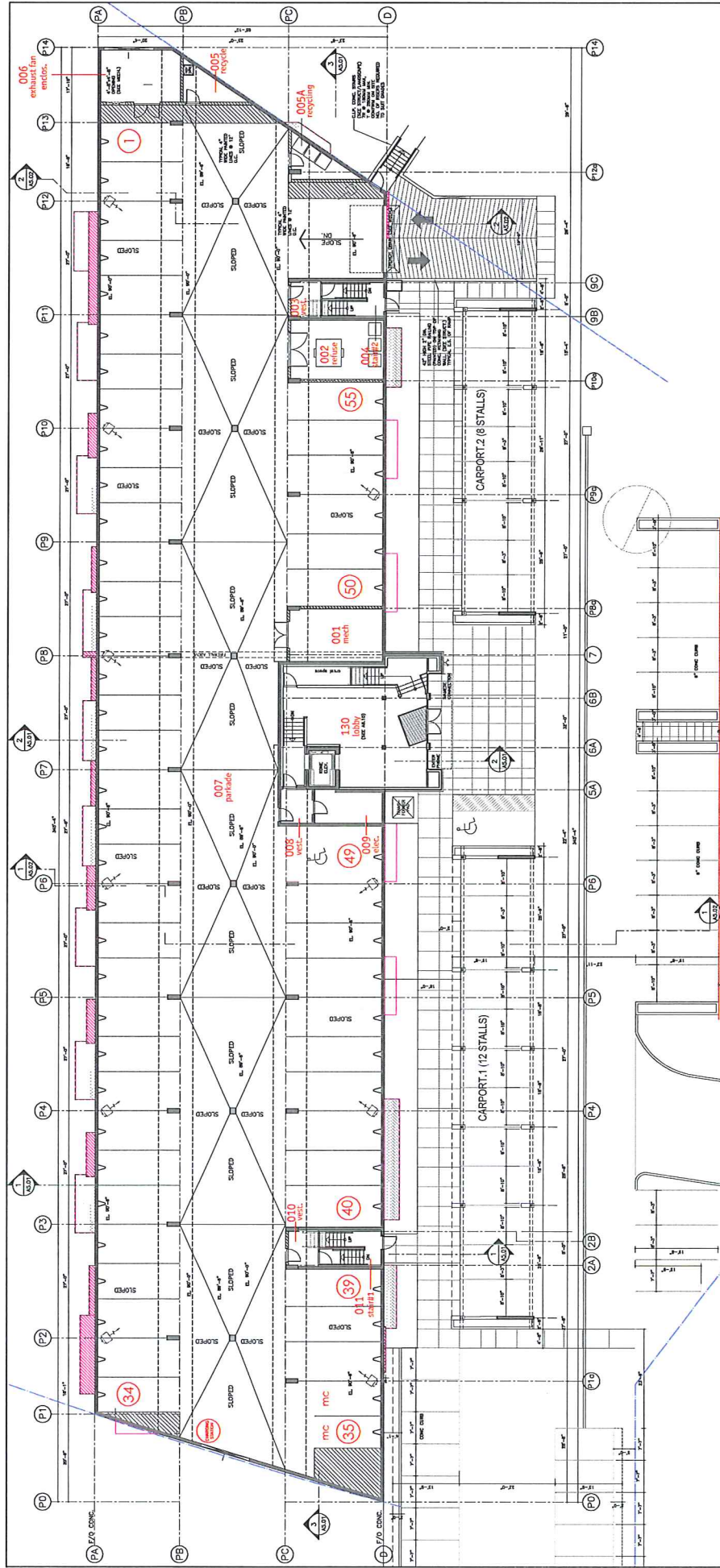
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SCHEDULE A

This forms part of development

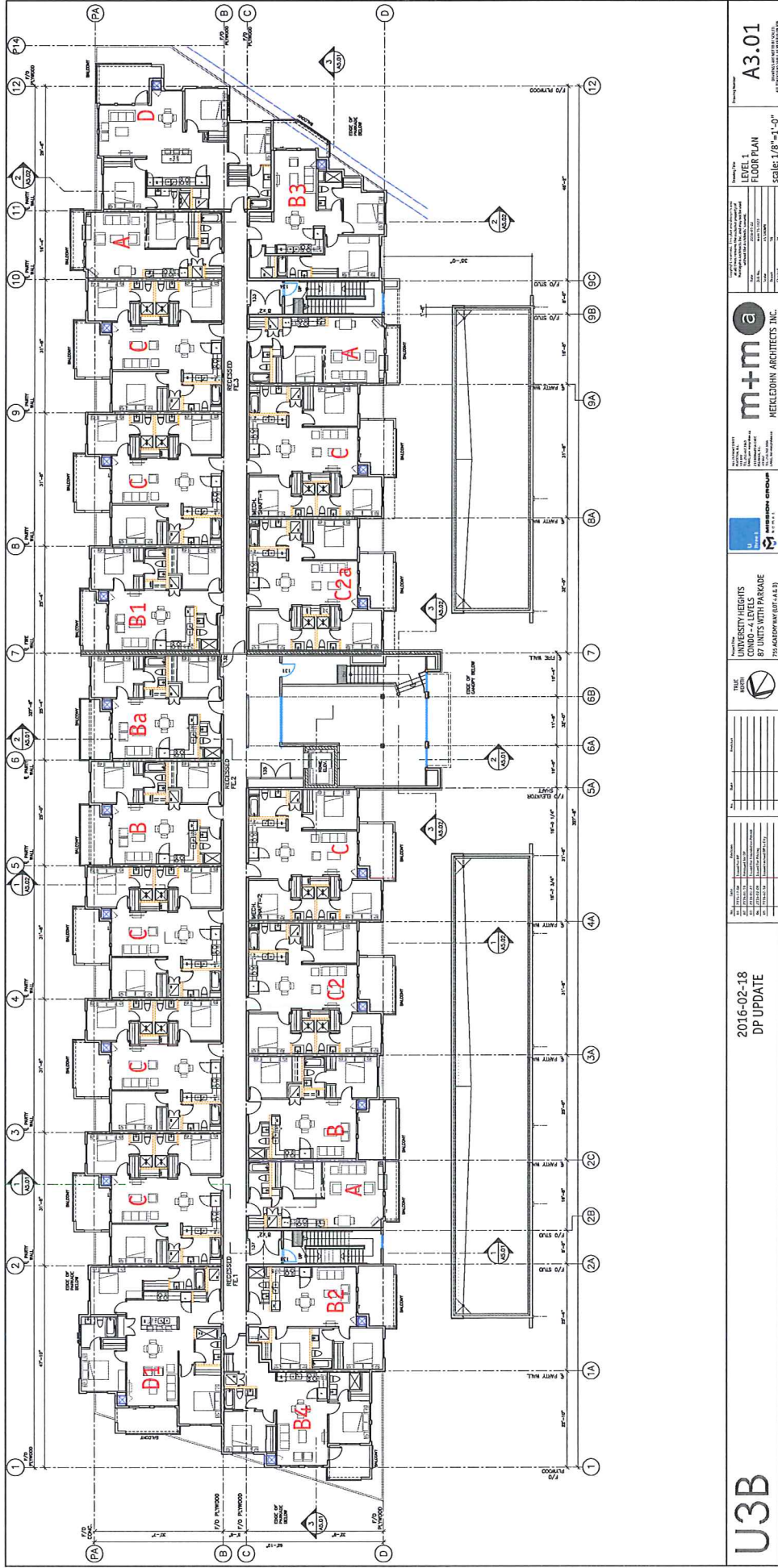
Permit # **DP15-0314**



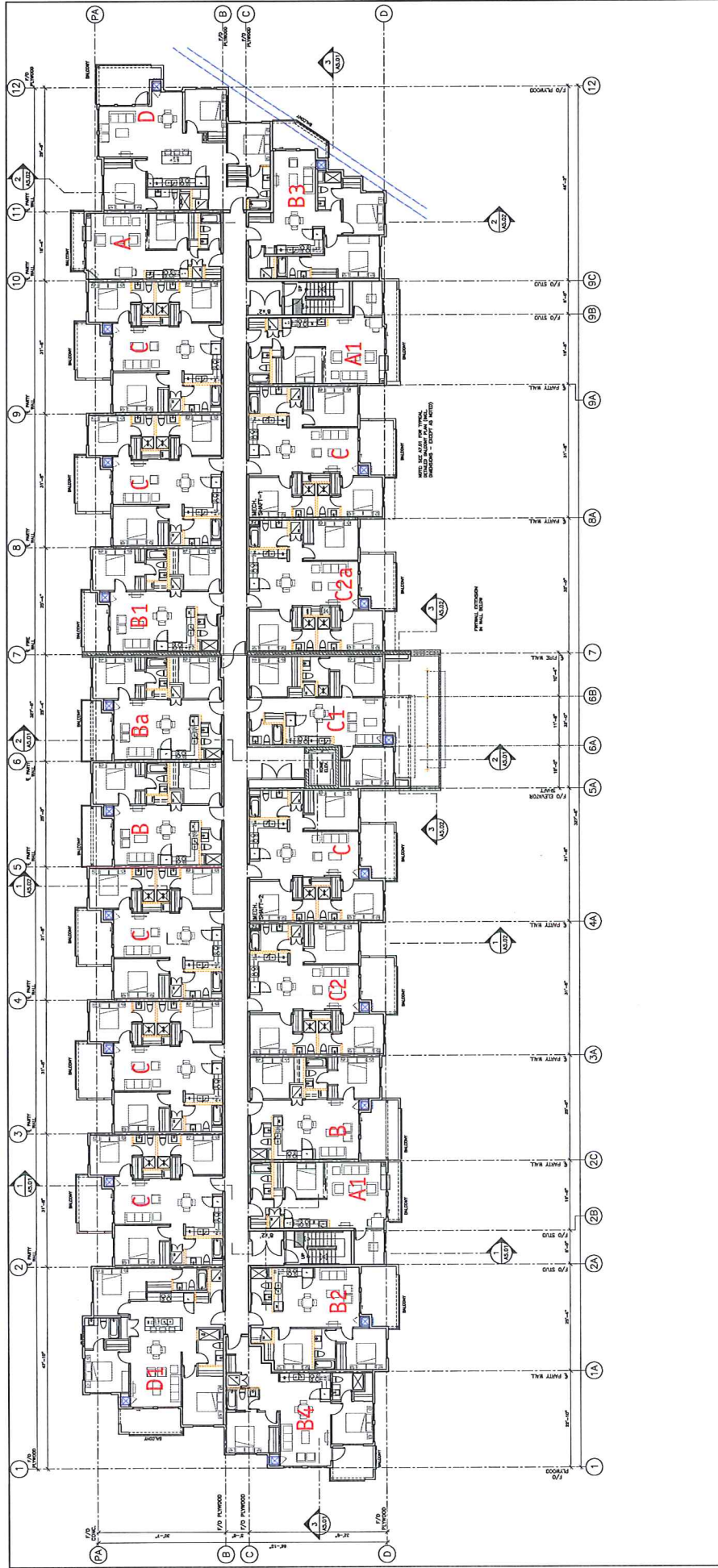
2016-02-18 DP UPDATE	UNIVERSITY HEIGHTS CONDO - 4 LEVELS 87 UNITS WITH PARKADE 155 ADDRESS UNIT 4 & 8	MISSION GROUP 1111 11th St Vancouver, BC V6C 2E6 Tel: 604.681.1111 Fax: 604.681.1112 Email: info@missiongroup.ca	m+m MEKLEDM ARCHITECTS INC. 1111 11th St Vancouver, BC V6C 2E6 Tel: 604.681.1111 Fax: 604.681.1112 Email: info@m+m.ca	LEVEL 0 PARKADE PLAN Scale: 1/8"=1'-0"	A3.00
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SCHEDULE A
This forms part of development
Permit # DP15-0314

U3B



SCHEDULE A
This forms part of development
Permit # **DP15-0314**



U3B

2016-02-18
DP UPDATE

A3.02

LEVEL 2
FLOOR PLAN
Scale: 1/8"=1'-0"

UNIVERSITY HEIGHTS
87 UNITS WITH PARKADE
INTEGRATED GARAGE

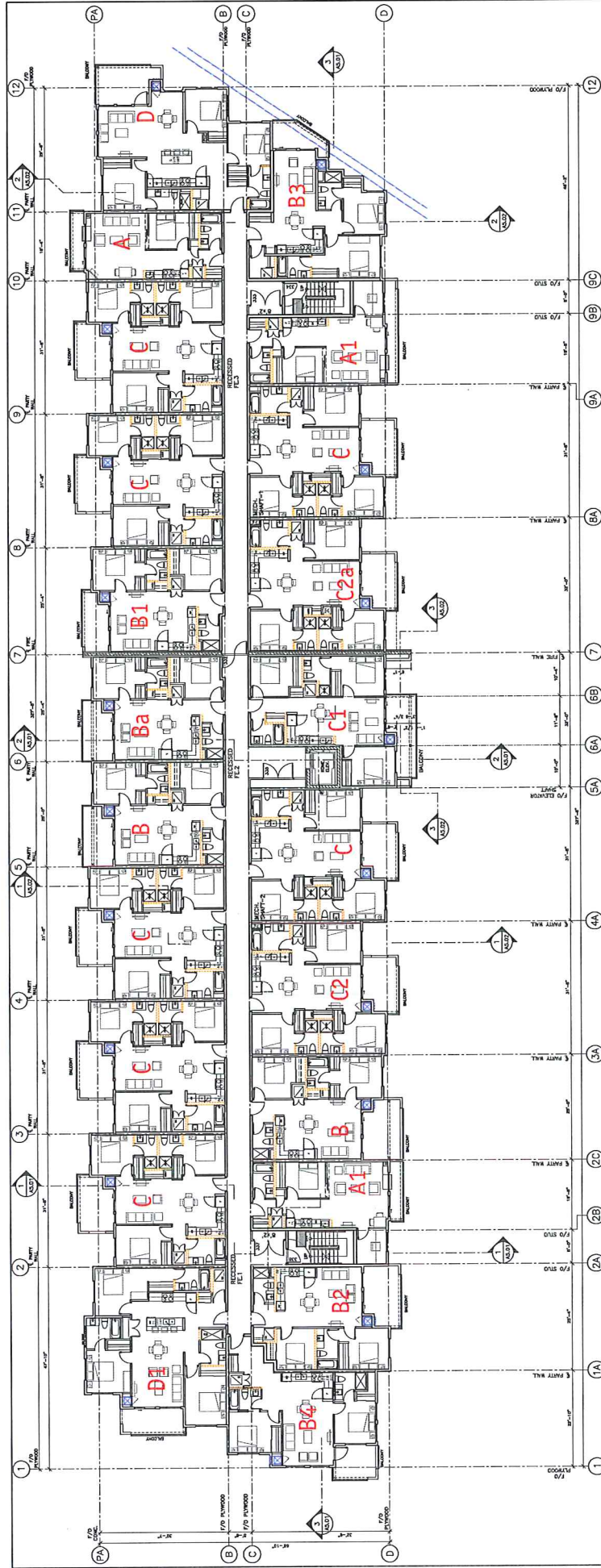
THE UNIVERSITY HEIGHTS
87 UNITS WITH PARKADE
INTEGRATED GARAGE

m+m

MEKLORIN ARCHITECTS INC.

SCHEDULE A

This forms part of development
Permit # **DP15-03164**



U3B

2016-02-18
DP UPDATE

UNIVERSITY HEIGHTS
KANSAS CITY, MO
87 UNITS WITH PARKADE
775 SAGINAW WAY (E) 4-4-15



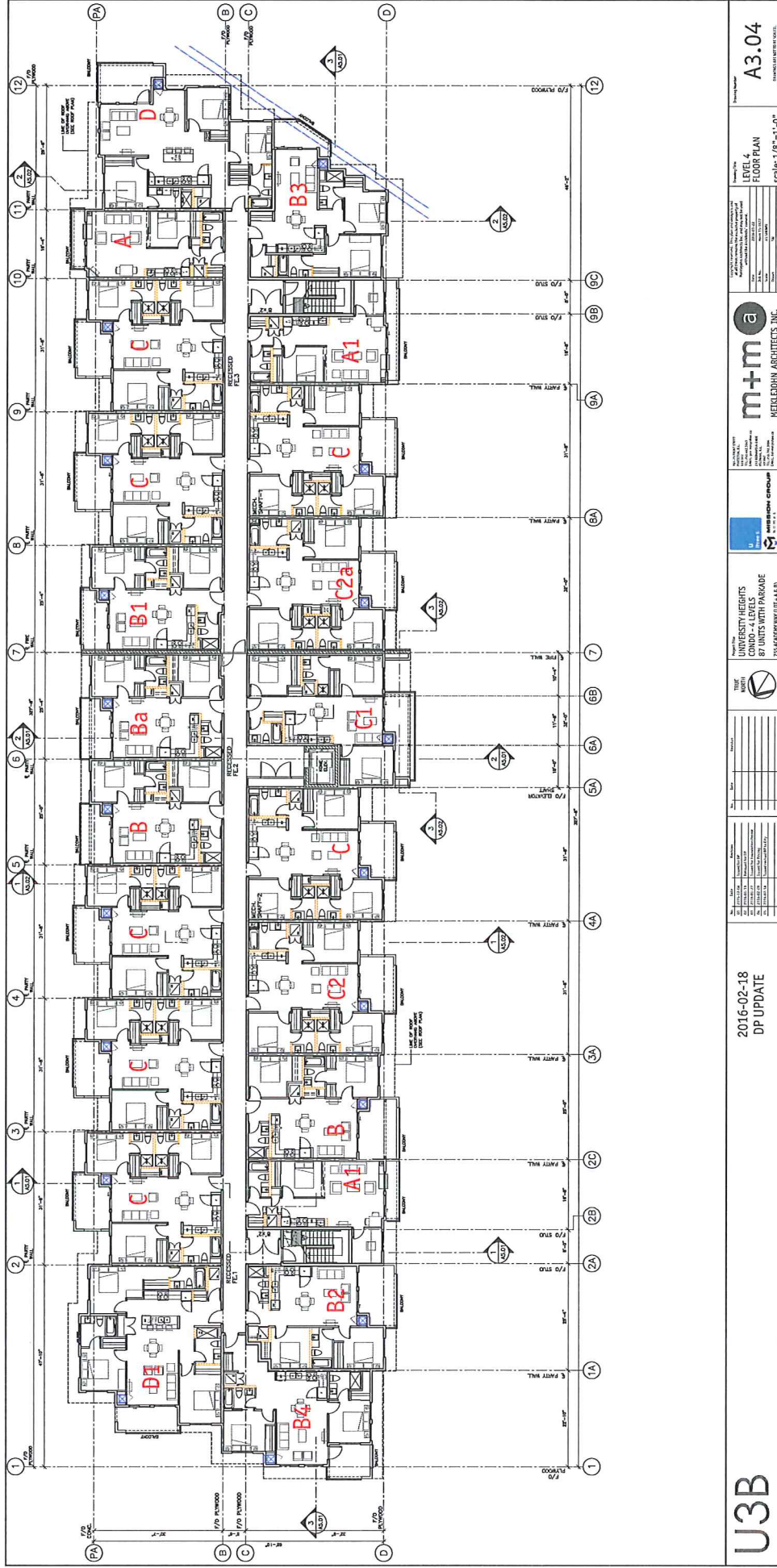
LEVEL 3
FLOOR PLAN
Scale: 1/8"=1'-0"

A3.03

SCHEDULE A

This forms part of development

Permit # DP15-0314



U3B

2016-02-18
DP UPDATE

UNIVERSITY HEIGHTS
CONDO - 4 LEVELS
87 UNITS WITH PARKADE
750 KACOVIN BLVD. - A & B

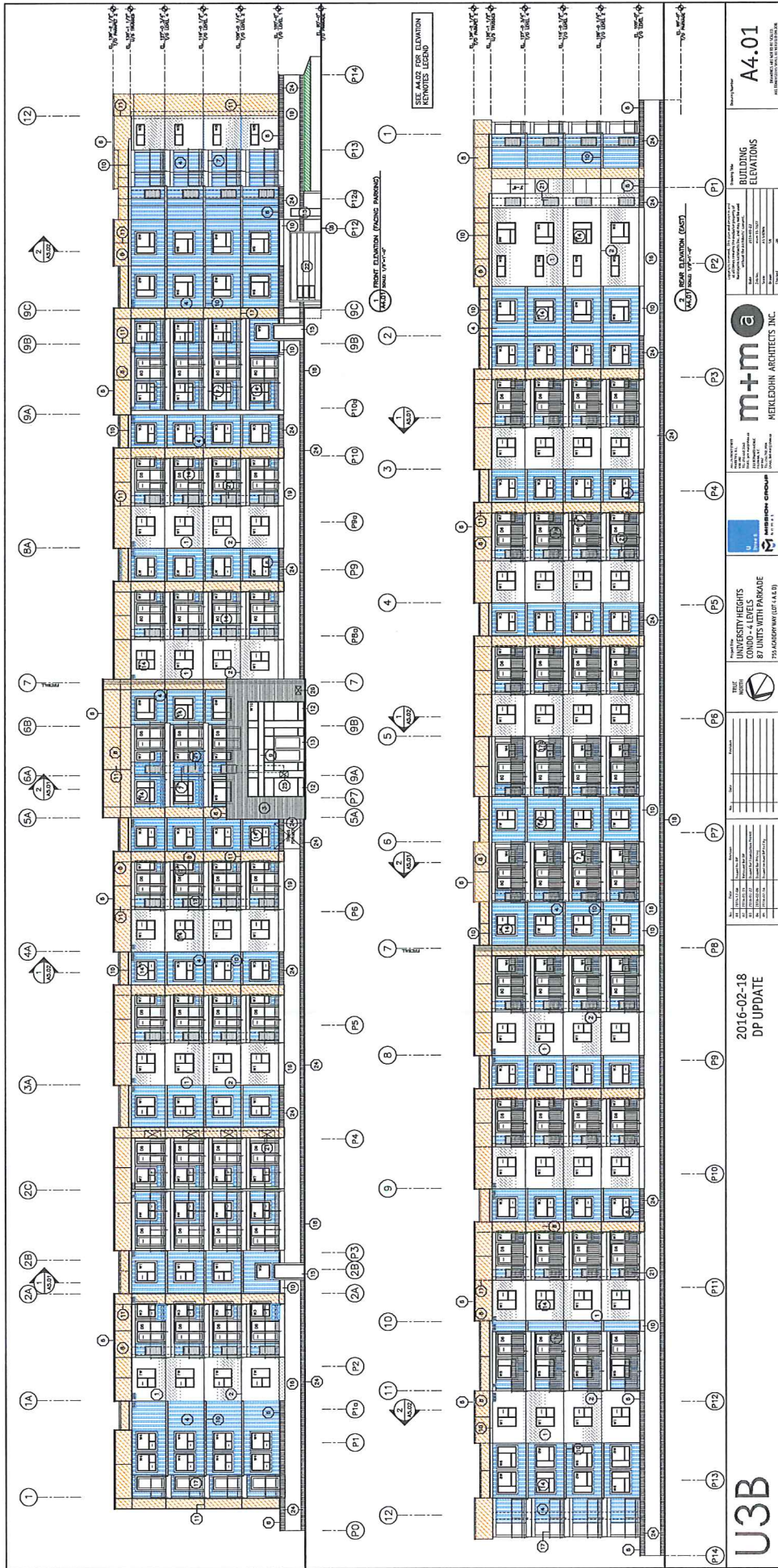
AMERSON GROUP
A & B

m+m
MERLEDDIN ARCHITECTS INC.

Project Name
LEVEL 4
FLOOR PLAN
Scale: 1/8" = 1'-0"

A3.04

SCHEDULE A
This forms part of development
Permit # DP15-0314



A4.01
BUILDING ELEVATIONS

m+m
MEKLEDJIN ARCHITECTS INC.

MISSION GROUP
A C O P C

UNIVERSITY HEIGHTS
CONDO - 4 LEVELS
87 UNITS WITH PARKADE
175 ADAPTOR (UP 4.5B)

DATE: 2016-02-18
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CHECKED: [Signature]
APPROVED: [Signature]

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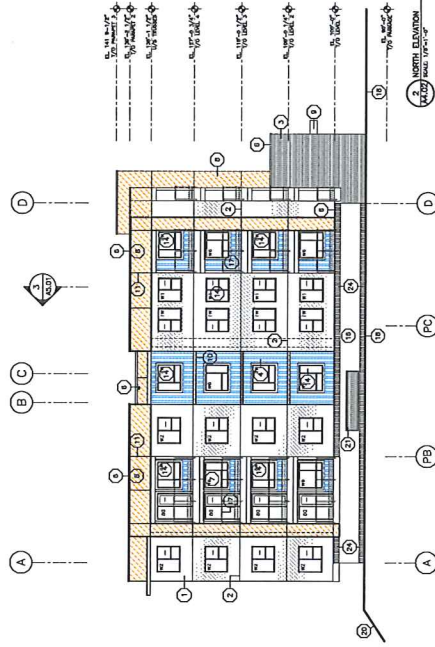
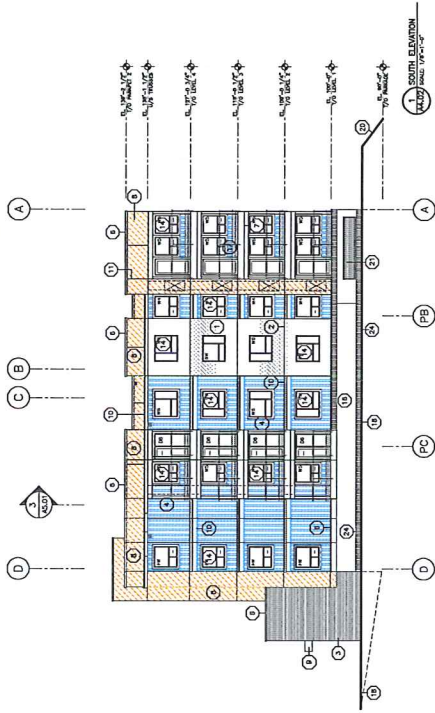
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SCHEDULE B
This forms part of development
Permit # **DP15-0314**

U3B

2016-02-18
DP UPDATE



ELEVATION KEY NOTES LEGEND
ALL COLORS TO BE CHOSEN BY ARCHITECT FROM APPROVED PRODUCT BRAND'S STANDARD LINE OF COLORS.

1	WALL FINISHES / LINE & CLEAR GLAZING
2	WALL FINISHES / LINE & CLEAR GLAZING
3	WALL FINISHES / LINE & CLEAR GLAZING
4	WALL FINISHES / LINE & CLEAR GLAZING
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97	WALL FINISHES / LINE & CLEAR GLAZING
98	WALL FINISHES / LINE & CLEAR GLAZING
99	WALL FINISHES / LINE & CLEAR GLAZING
100	WALL FINISHES / LINE & CLEAR GLAZING

2016-02-18
DP UPDATE

U3B

UNIVERSITY HEIGHTS
CONDO - 4 LEVELS
87 UNITS WITH PARKADE
712 AGRICULTURE BLVD (EAST 4 & E)

MISSION GROUP
A L L C

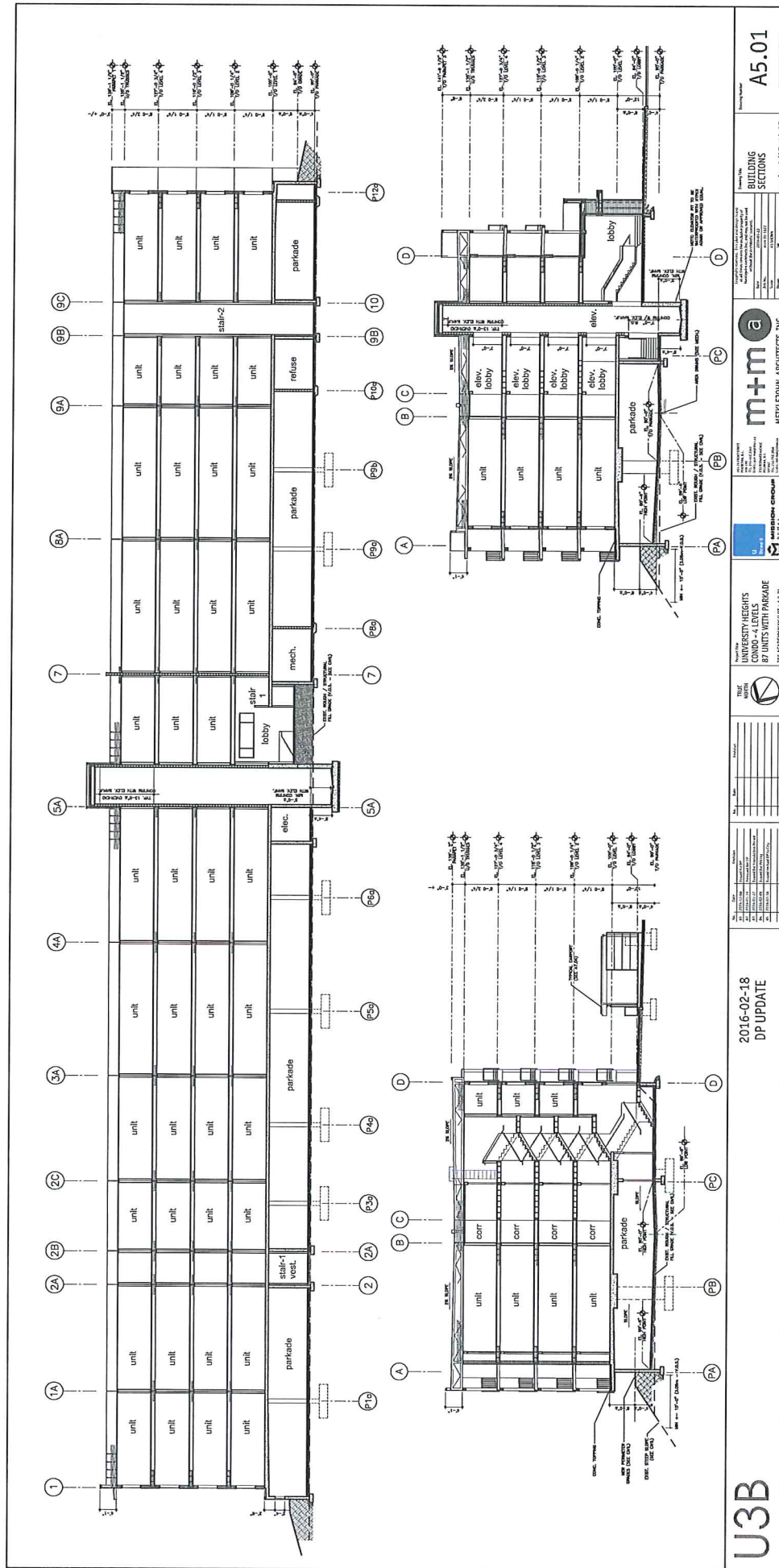
m+m
MERLEDDIN ARCHITECTS INC.

A4.02
BUILDING
ELEVATIONS

SCHEDULE B

This forms part of development

Permit # **DP15-0314**



U3B

2016-02-18
DP UPDATE

UNIVERSITY HEIGHTS
COND-4 LEVELS
OF UNITS WITH PARKING

MISSION GROUP

m+m
MEYERHOF ARCHITECTS INC.

BUILDING
SECTIONS

A5.01

SCHEDULE DP15.13
This forms part of development
Permit # DP15-0314



206 - 8th Spall Road
Kelowna, BC V1Y 4R2
T (250) 868-9270
www.cultrandeborle.ca



PROJECT TIME

UNIVERSITY HEIGHTS
APARTMENTS - U3b

TABLE 10

CONCEPTUAL LANDSCAPE PLAN

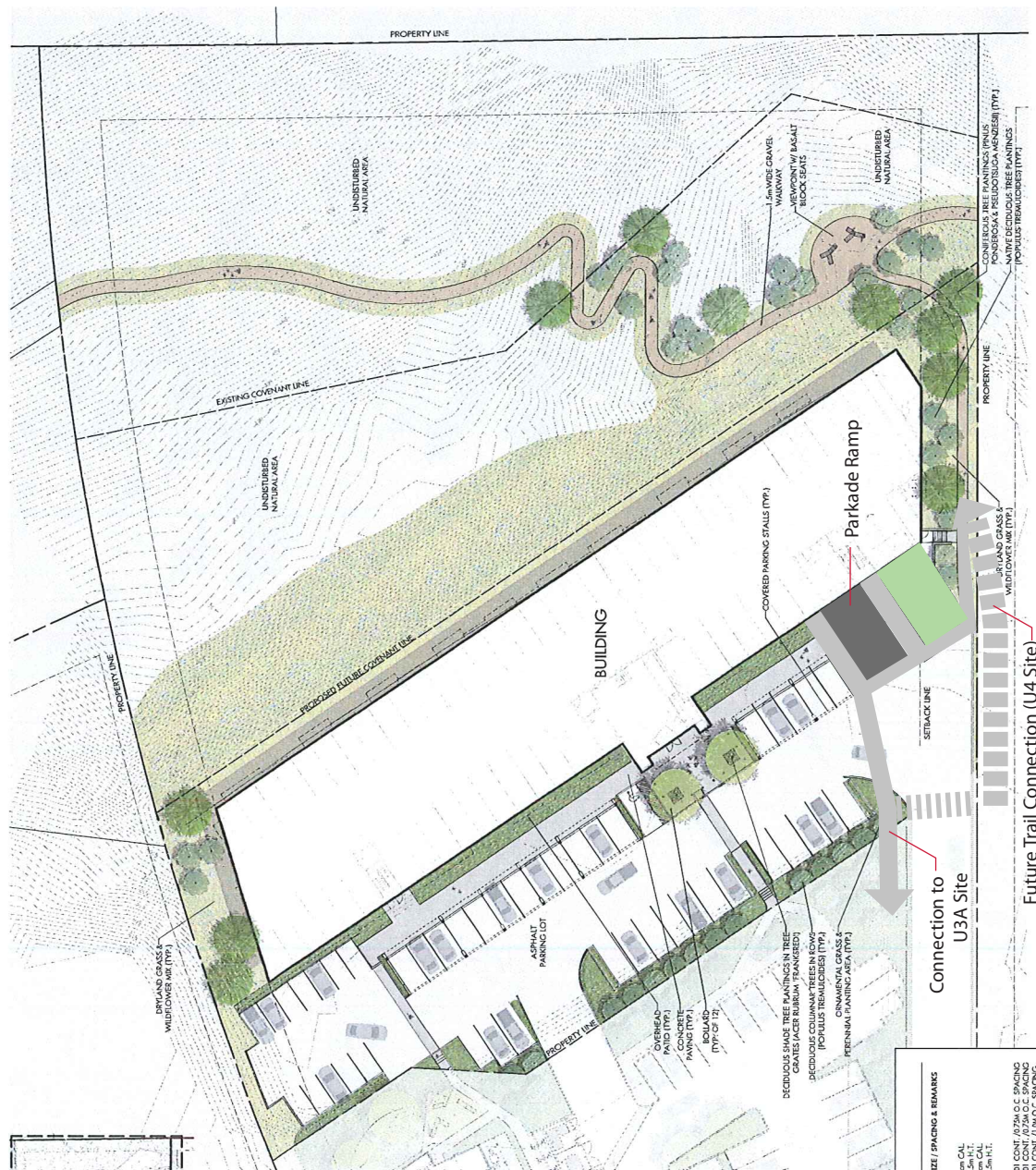
EQUED FOR HWYEN	
	Part 1
1	
2	
3	
4	
5	

PROJECT NO.	19077
DESIGNED BY	DP
DRAWN BY	KO
CHECKED BY	HB
DATE	FEB 18 2016
SCALE	1"=250'

[illegible]

L1/2

ISSUED FOR REVIEW ONLY
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Landscape Architecture United and shall not be reproduced
in whole or in part without permission.



Connection to
U3A Site

Future Trail Connection (U4 Site)

THE CHURCH OF

This forms part of development

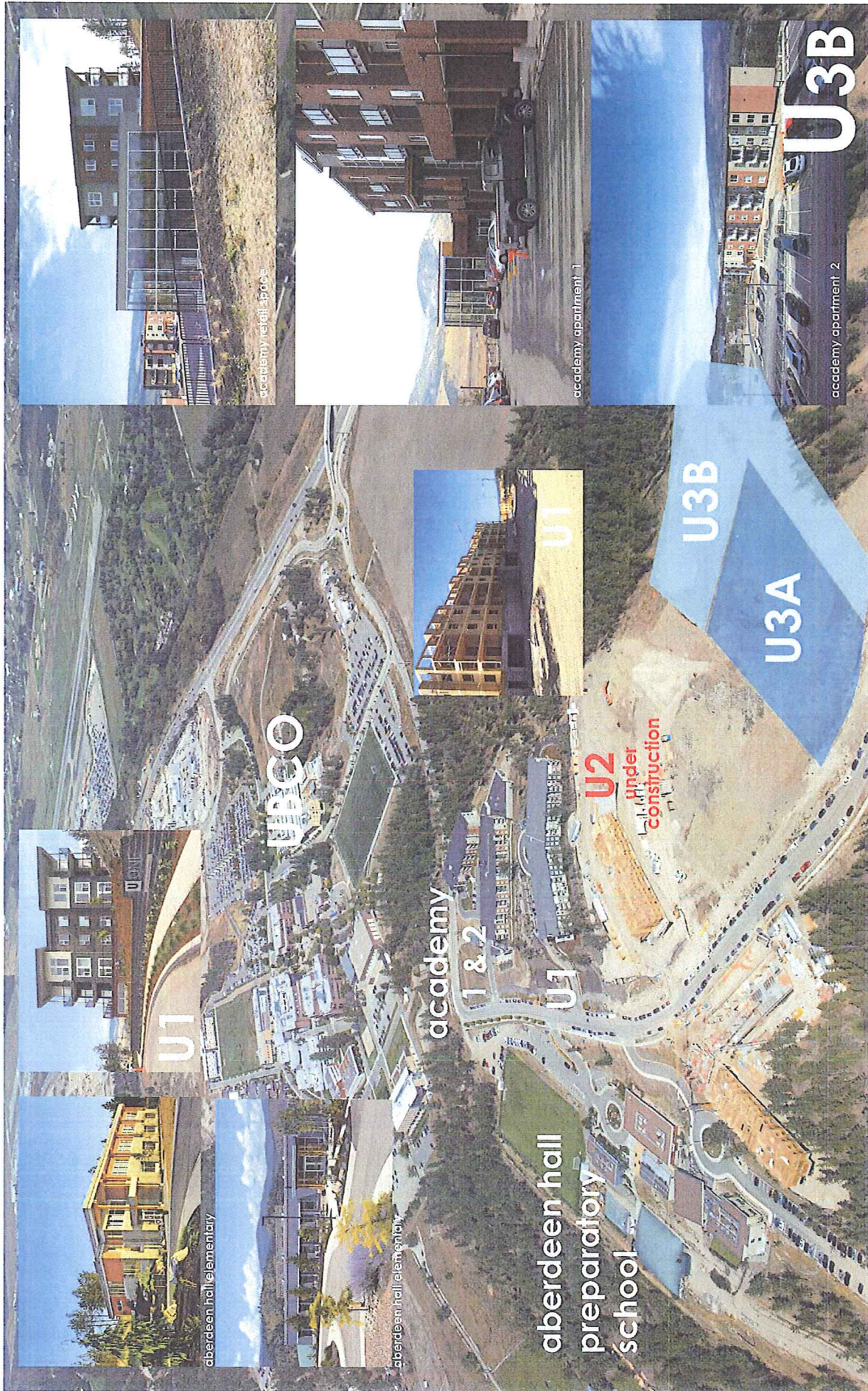
Permit # DP15-0314

NOTES

- PLANT MATERIAL AND CONSTRUCTION METHODS SHALL MEET OR EXCEED ALL CURRENTLY APPLICABLE A.S.P.A. STANDARDS.

PLANT LIST - U3b

[illegible]



S1

dec. 8, 2015

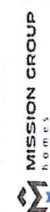
site & surrounding context

SCHEDULE B

This forms part of development

Permit # DPIS-0314

U3B Condo Building



abderdeen hall
preparatory
school

academy

U1

U2
under
construction

U3B

U3A

U3B

academy/apartment 2

academy/apartment 1

U3B

U1

abderdeen hall/elementary

abderdeen hall/elementary

academy/retail space




MISSION GROUP
SCHEDULE B

This forms part of development
 Permit # **DP15-0314**


U
 three B

U3B Condo Building

front facing parking

dec. 8, 2015

1

U3B



green stucco	red stucco	blue stucco	dark grey hardie panel	hardie-V cobble stone	hardie-V iron gray	hardie-V arctic white	light grey stucco	post & beam	stucco soffit
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U3B

5

U3B Condo Building

U
three A

m+m a **MISSION GROUP**
SCHEDULE B
 This forms part of development
 Permit # **DP15-0314**

dec. 8, 2015

material board