

DEVELOPMENT VARIANCE PERMIT



APPROVED ISSUANCE OF DEVELOPMENT VARIANCE PERMIT

File Number DVP16-0073
Issued To: R.J.S. Holdings Inc., Inc.No. BC0684324.
Site Address: 2741 Hwy 97 N
Legal Description: Lot A, District Lot 124, ODYD, Plan 38380
Zoning Classification: C10 - Service Commercial
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 Variance Permit No. DVP16-0073 for Lot A, District Lot 124, ODYD, Plan 38380, located at 2741 Hwy 97 N, Kelowna, BC vary the following section of Sign Bylaw No. 8235:

Section 6 - Specific Zone Regulations - Industrial and Commercial (free-standing)

To vary the number of free-standing signs along the highway frontage from a maximum of one sign to two signs.

AND FURTHER THAT this 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 \$_____ n/a _____ OR
- b) A Certified Cheque in the amount of \$_____ n/a _____ OR
- c) 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.

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 Date
Community Planning & Real Estate

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

1. THIS STRUCTURE HAS BEEN DESIGNED TO MEET THE REQUIREMENTS OF PART 4 OF THE 2012 BCBC

DESIGNED TO CLIMATIC AND SEISMIC DATA AS SHOWN IN TABLE C-2

LOADS

WIND: 0.40 KPa (KELOWNA)
q 1/50:

2. THESE DRAWINGS ARE TO BE READ IN CONJUNCTION WITH DRAWINGS BY SIGN MANUFACTURER. CONFIRM ALL DIMENSIONS PRIOR TO FABRICATING AND INSTALLATION.

3. STRUCTURAL STEEL MEMBERS TO CONFORM TO CAN / CSA S16.1, "LIMIT STATES DESIGN OF STEEL STRUCTURES"

4. ALUMINUM MEMBERS TO CONFORM TO CAN3-S157-05, "STRENGTH DESIGN IN ALUMINUM"

5. USE GASKETS TO PROVIDE GALVANIC PROTECTION BETWEEN STEEL AND ALUMINUM

STRUCTURAL STEEL:

ALL HSS MEMBERS TO BE 350MPa STEEL. STEEL PLATE AND ANGEL TO BE 300MPa MIN. ANCHOR BOLTS TO BE A307. THROUGH BOLTS TO BE A325. ALL EXPOSED STEEL TO BE PAINTED WITH 2 COATS EXTERIOR GRADE PAINT AND SHALL MAINTAINED BY THE BUILDING OWNER.

CONCRETE:

CONCRETE TO BE 25MPa (AT 28 DAYS) 4% TO 8% AIR ENTRAINMENT, 3" SLUMP EXPOSURE CLASSIFICATION 'C2'

THE INTRODUCTION OF HOLES, NOTCHES OR ACCESS OPENINGS OF ANY KIND IN STRUCTURAL MEMBERS THAT ARE NOT EXPLICITLY SHOWN ON THE STRUCTURAL PLANS ARE NOT PERMITTED WITHOUT PRIOR WRITTEN APPROVAL OF THE STRUCTURAL ENGINEER.

INSTALLING CONTRACTOR TO TAKE DETAILED DIGITAL PHOTOS OF SIGN INSTALLATION (WITH MEASURING TAPE SHOWING FASTENER DIAMETERS, SPACINGS, ETC) AND EMAIL TO iss@engineering.ca

REVISIONS		
NO	DESCRIPTION	DATE
1	FOR PERMIT	1/15/2016



ISS Engineering Ltd.
204-1180 West Highway 97
Abbotsford, BC V2T 2E2
Tel: (250) 824-3773
Fax: (250) 824-3778

Email: iss@engineering.ca
Web: www.issengineering.ca

CLIENT:

5 STAR PERMITS

PROJECT NO. 15-015

2 FREESTANDING SIGNS FOR NISSAN INFINITI

ADDRESS:

2741 HWY. 97 KELOWNA, BC

DESCRIPTION:

GENERAL NOTES



SCALE:

DRAWING NO.

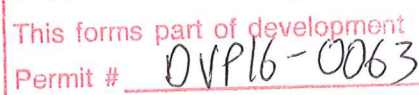
S1.0

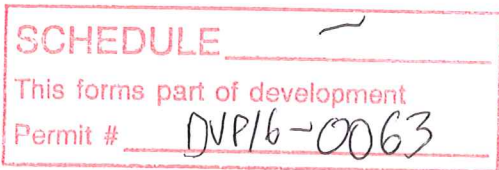
41 1/16 1/16 1/16

SCHEDULE A, B, C

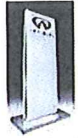
This forms part of development

Permit # DP16-0063

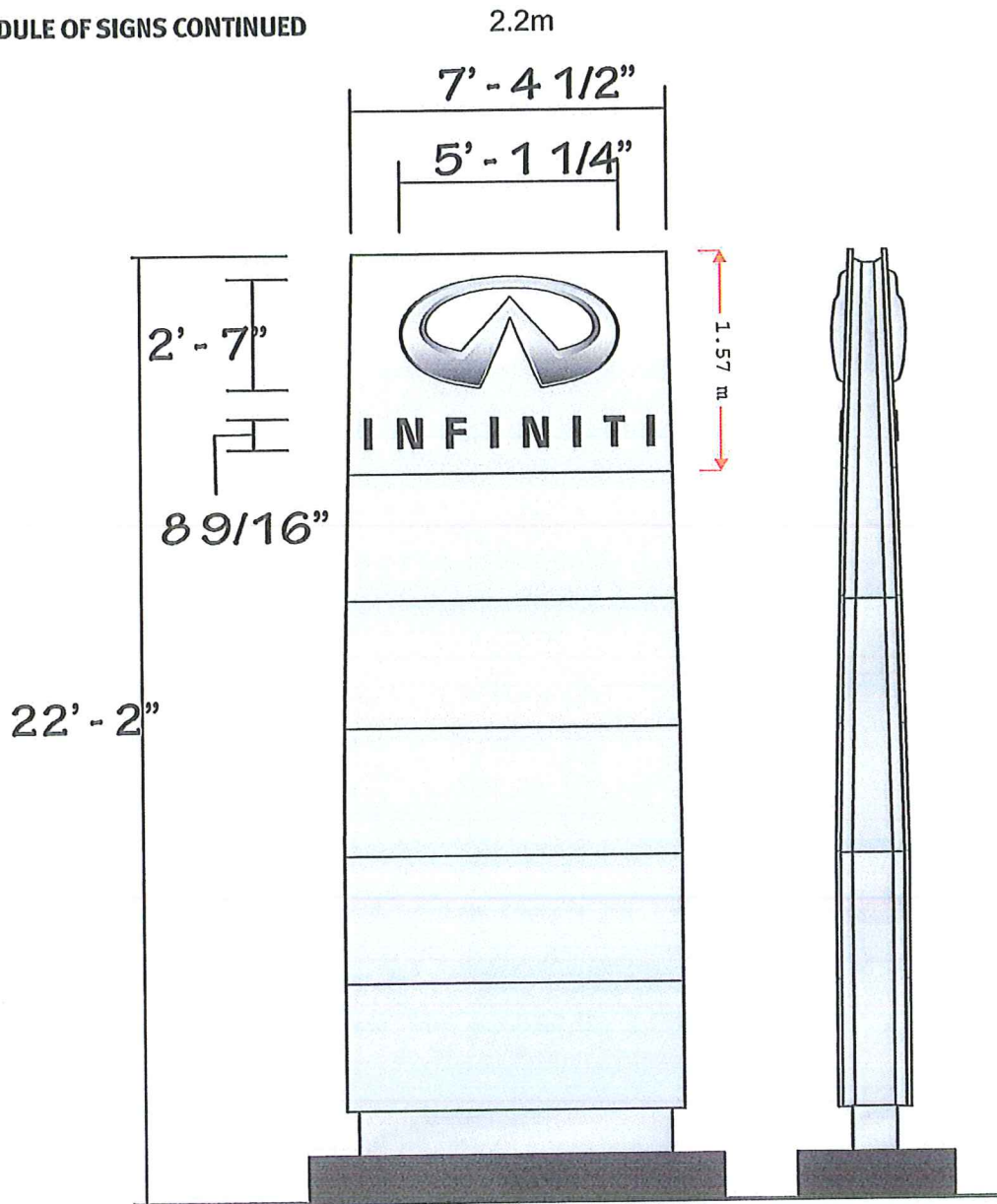




INFINITI DIVISION, Nissan Canada, Inc.
Infiniti Retail Environment Design Initiative
Sign Program



III. SCHEDULE OF SIGNS CONTINUED



Main Brand Sign

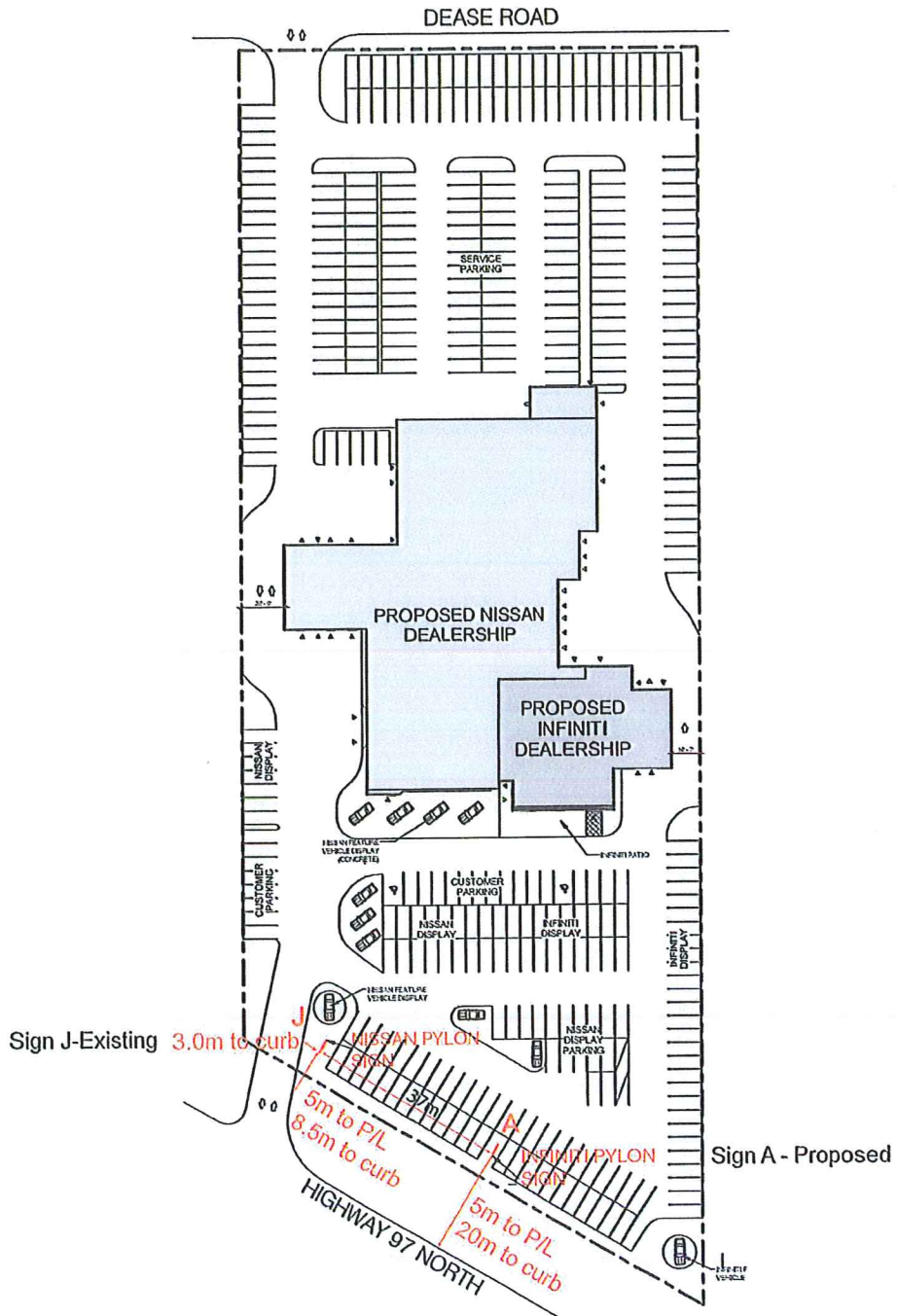
163.5 Sq. Ft. (Total of 1) 22'-2" OAH
NEW

Scale: 5.42 in = 6.77m

Kelowna Infiniti (0Q150)
Kelowna, BC
07/06/2015
Initial

SCHEDULE _____
This forms part of development
Permit # DVP16-0063

July/2009
Rev. 0



SCHEDULE _____

This forms part of development

Permit # DVP16-0063

FIVE STAR

www.fivestarpermits.com
 240 Parsons Road
 Okanagan Falls BC V0H 1R3
 250.487.1210

December 16, 2015 *Date*

Scale 1cm=10m *Sales Rep*