

DEVELOPMENT PERMIT



APPROVED ISSUANCE OF DEVELOPMENT PERMIT NO. DP16-0081

Issued To: 0904419 BC Ltd
Site Address: 773 Glenmore Road
Legal Description: Lot B Sec 29 Twp. 26 ODYD EPP54061
Zoning Classification: CD3 - Comprehensive Development Zone 3
Development Permit Area: Comprehensive 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. DP16-0081 for Lot B Sec 29 Twp. 26 ODYD EPP54061, located at 773 Glenmore Road, Kelowna, BC to allow the construction of a 4 storey multiple dwelling housing building 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.

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.

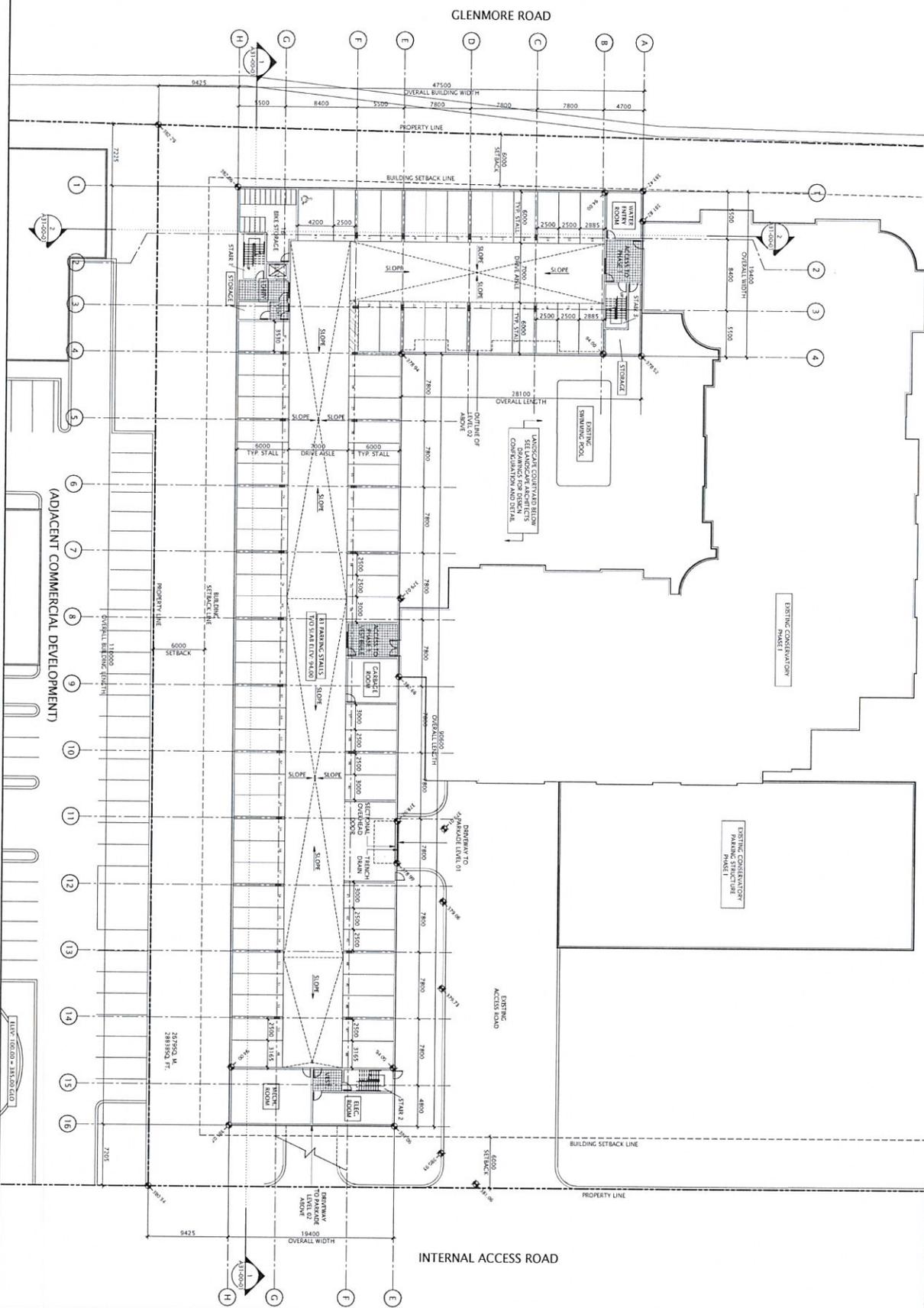
5. APPROVALS

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.**

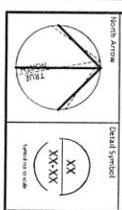


SCHEDULE A₂

This forms part of development Permit # **DP16-008**

DATE	PRINT	ISSUED FOR
2016-06-01	1	Issued for permit
2016-06-02	2	Issued for construction
	3	
	4	
	5	

This drawing has been prepared solely for the use of the client and is not to be used for any other purpose without the written consent of NORR Architects Planners Inc. This drawing shall not be used for construction purposes until the seal and opening version is signed and dated by the architect or engineer.



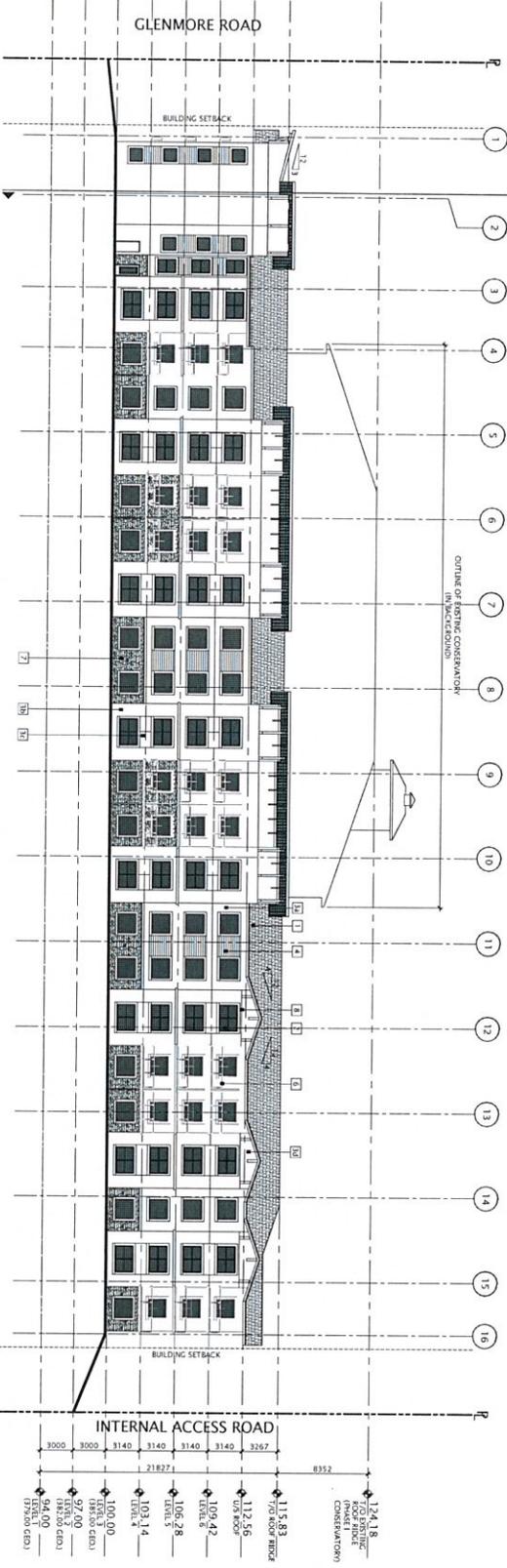
NORR Architects Planners Inc.
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NORR
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 400-688-3250

Sunstar Ventures Inc.
 c/o: RT Integrated Management Inc.
 KELOWNA CONSERVATORY
 PHASE II

FLOOR PLAN
 LEVEL 01
 (PARKADE 001)

Project No: **DCVA15-00331**
 Drawing No: **A20-00-01**

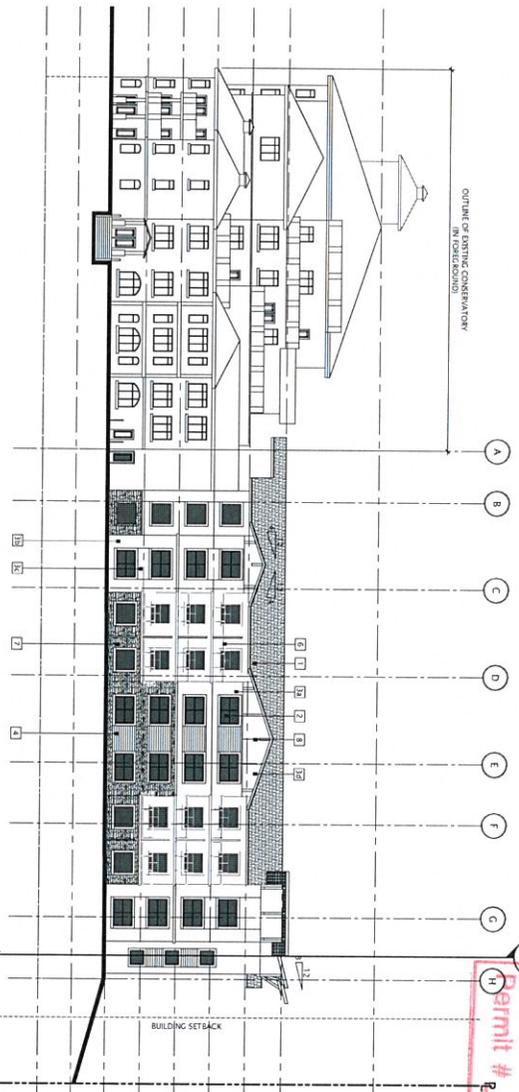


SOUTH ELEVATION
(ADJACENT COMMERCIAL DEVELOPMENT)

A30-00-01
1:200

MATERIAL LEGEND:

- 1 COLORED ASPHALT SHINGLES
- 2 THERMALLY BROKEN VINYL WINDOWS
- 3 PAW GREEN STUCCO
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WEST ELEVATION
(GLENMORE ROAD)

A30-00-01
1:200

SCHEDULE B
This forms part of development permit # DP16-0085

DATE	ISSUED FOR	BY
2016-06-02	AS-BUILT FOR PERMIT	A
	FOR PERMIT	B

The drawing has been prepared solely for the use of the client and is not to be used for any other purpose without the written consent of the architect. This drawing shall not be used for construction purposes until the seal appearing herein is signed by the architect or engineer.

Architect: NORR Architects Planners Inc.
1500 West Pender Street
Vancouver, BC Canada, V6G 2V4
www.norr.com

Project: KELOWNA CONSERVATORY PHASE II

Client: Sunstar Ventures Inc. c/o RT Integrated Management Inc.

Project Manager: [Name] D. LAM
S. HO
Project Leader: [Name] S. HO

Check Scale (may be photo reduced): 0.10mm

Project No.: OCV15-0031
Drawing No.: A30-00-01

NORR

NORR Architects Planners Inc.
1500 West Pender Street
Vancouver, BC Canada, V6G 2V4
www.norr.com

Project: KELOWNA CONSERVATORY PHASE II

Client: Sunstar Ventures Inc. c/o RT Integrated Management Inc.

Project Manager: [Name] D. LAM
S. HO
Project Leader: [Name] S. HO

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Vancouver, BC Canada, V6G 2V4
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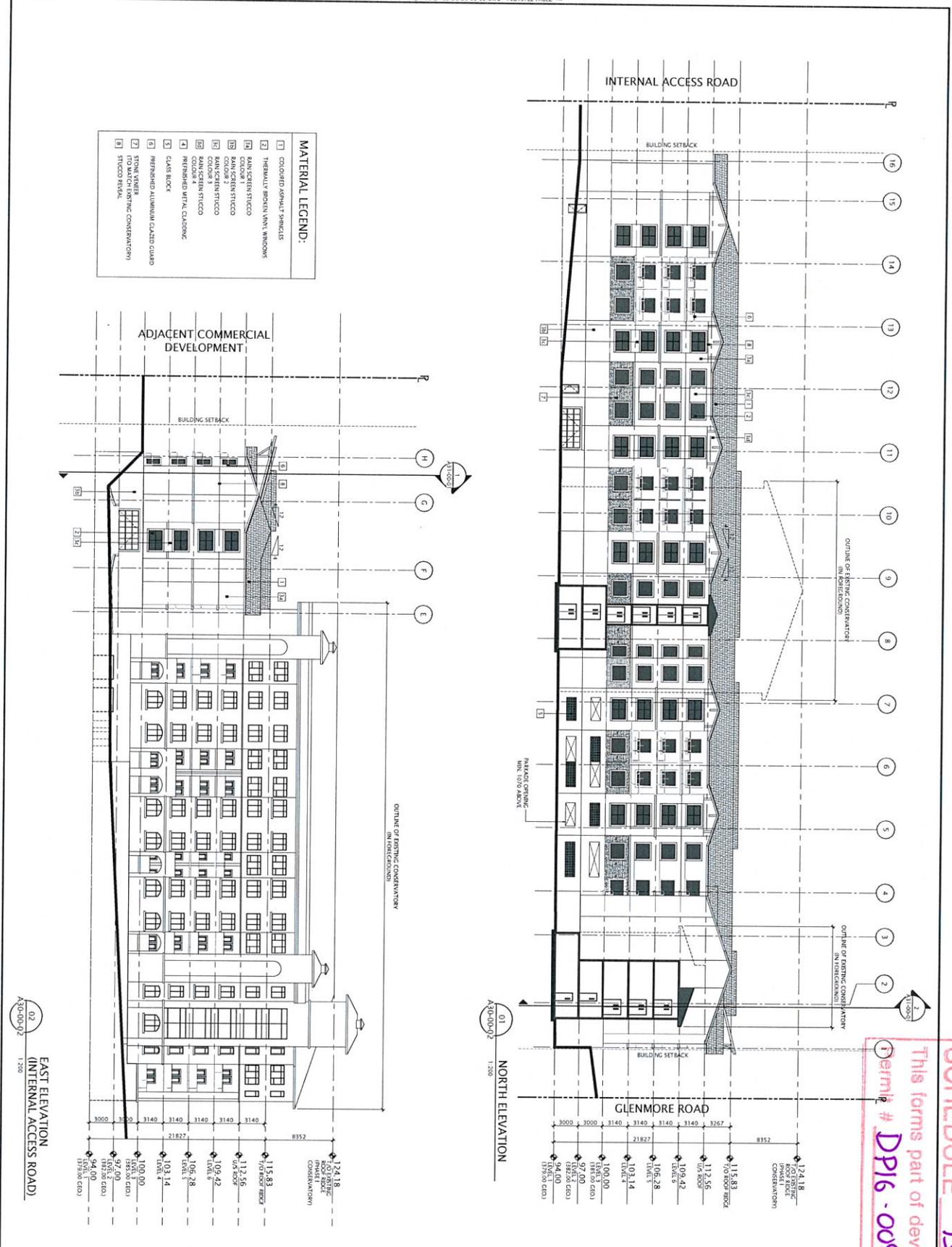
Project: KELOWNA CONSERVATORY PHASE II

Client: Sunstar Ventures Inc. c/o RT Integrated Management Inc.

Project Manager: [Name] D. LAM
S. HO
Project Leader: [Name] S. HO

Check Scale (may be photo reduced): 0.10mm

Project No.: OCV15-0031
Drawing No.: A30-00-01



MATERIAL LEGEND:

1	COLORADO ASPHALT FINISHES
2	THERMALLY BROKEN ALUM. WINDOWS
3	RAIN SCREEN STUCCO
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SCHEDULE B₂

This forms part of development permit # DP16-0081

DATE	ISSUED FOR	REV
2016-06-02	ISSUED FOR PERMIT	1
2016-06-02	ISSUED FOR PERMIT	2
2016-06-02	ISSUED FOR PERMIT	3
2016-06-02	ISSUED FOR PERMIT	4
2016-06-02	ISSUED FOR PERMIT	5
2016-06-02	ISSUED FOR PERMIT	6
2016-06-02	ISSUED FOR PERMIT	7
2016-06-02	ISSUED FOR PERMIT	8
2016-06-02	ISSUED FOR PERMIT	9
2016-06-02	ISSUED FOR PERMIT	10

This drawing has been prepared solely for the use of the client and is not to be used for construction purposes without the seal and stamp of the architect. The client is responsible for obtaining all necessary permits and approvals from the relevant authorities. The architect is not responsible for any errors or omissions in this drawing.

North Arrow	Detail Symbol
	XX
	XX-XX
	XX-XX

Consultants:
 NORR Architects Planners Inc.
 1000-1300 Street
 Kelowna, BC Canada V1Y 2S1
 Tel: 250-860-2541
 Fax: 250-860-2542
 www.norr.ca

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 1000-1300 Street
 Kelowna, BC Canada V1Y 2S1
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 Fax: 250-860-2542
 www.norr.ca

Sunstar Ventures Inc.
 c/o RT Integrated Management Inc.
 Kelowna Conservatory
 Phase II
 Building Elevations
 North & East

Project Manager: [Name]
 Project Lead: [Name]
 Designer: [Name]
 Checker: [Name]
 Date: [Date]

Check Scale: (mm) 1/8" = 1'-0" (m) 1:100
 Project No: OCVA15-0031
 Drawing No: A30-00-02

