
CITY OF KELOWNA

MEMORANDUM

Date: July 3, 2015
File No.: Z15-0025

To: Community Planning (PM)

From: Development Engineering Manager(SM)

Subject: 565 Coronation Ave Carriage House

Development Engineering has the following comments and requirements associated with this application. The utility upgrading requirements/fees outlined in this report will be a requirement of this development.

1. Domestic Water and Fire Protection

The existing lot is serviced with a small diameter (13-mm) copper water service, which is substandard. Adequate metered water service must be provided to meet current by-law requirements. **The disconnection of the existing small diameter water service and the tie-in of a larger new service can be provided by City forces at the developer's expense. The applicant will be required to sign a Third Party Work Order for the cost of the water service upgrades.** For estimate inquiry's please contact Sergio Sartori, by email ssartori@kelowna.ca or phone, 250-469-8589.

2. Sanitary Sewer

Our records indicate that this property is currently serviced with a 100mm-diameter sanitary sewer service. An inspection chamber (IC) complete with brooks box should be installed on the service at the owner's cost. Service upgrades can be provided by the City at the applicant's cost. **The applicant will be required to sign a Third Party Work Order for the cost of the service upgrade.** For estimate inquiry's please contact Sergio Sartori, by email ssartori@kelowna.ca or phone, 250-469-8589.

3. Development Permit and Site Related Issues

Direct the roof drains into on-site rock pits.

Access to this site is permitted from the lane only.

4. Electric Power and Telecommunication Services

It is the applicant's responsibility to make a servicing application with the respective electric power, telephone and cable transmission companies to arrange for service upgrades to these services which would be at the applicant's cost.

Steve Muenz, P. Eng.
Development Engineering Manager

SS

CITY OF KELOWNA
MEMORANDUM

Date: July 3, 2015
File No.: DP15-0112
To: Community Planning (PM)
From: Development Engineering Manager (SM)
Subject: 565 Coronation Ave

Development Engineering comments and requirements regarding this development permit application are as follows:

All the offsite infrastructure and services upgrades are addressed in the Rezoning Engineering Report under file Z15-0025.

Steve Muenz, P. Eng.
Development Engineering Manager

SS

CITY OF KELOWNA
MEMORANDUM

Date: July 3, 2015
File No.: DVP15-0113
To: Community Planning (PM)
From: Development Engineering Manager (SM)
Subject: 565 Coronation Ave

Development Engineering comments and requirements regarding this development permit application are as follows:

This development variance permit application to vary the side yard setback does not compromise any municipal services.

The parking stall variance does put pressure on the on street parking which is already difficult in the inner city communities.

Steve Muenz, P. Eng.
Development Engineering Manager

SS

LAND TITLE ACT
FORM C (Section 233) CHARGE
GENERAL INSTRUMENT - PART 1 Province of British Columbia

1460672754 PAGE 1 OF 7 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

Benson Law LLP

Barristers and Solicitors

270 Highway 33 W

Kelowna

BC V1X 1X7

Phone: 250-491-0206

File Ref. No. JMB/53594/sp

LTO Client No. 11951

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
 [PID] [LEGAL DESCRIPTION]

011-653-591

LOT 36 DISTRICT LOT 139 OSOYOOS DIVISION YALE DISTRICT PLAN 1303

STC? YES ☐

3. NATURE OF INTEREST

Covenant

CHARGE NO.

ADDITIONAL INFORMATION

4. TERMS: Part 2 of this instrument consists of (select one only)

(a) ☐ Filed Standard Charge Terms D.F. No.

(b) ☒ Express Charge Terms Annexed as Part 2

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

CHRISTIAN LEE BOND

6. TRANSFEREE(S): (including postal address(es) and postal code(s))

CITY OF KELOWNA

1435 WATER STREET

KELOWNA

V1Y 1J4

BRITISH COLUMBIA

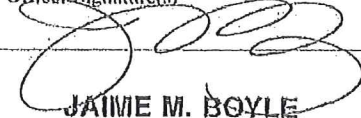
CANADA

7. ADDITIONAL OR MODIFIED TERMS:

N/A

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)



JAIME M. BOYLE
 Barrister & Solicitor
 Benson Law LLP
 270 Highway 33 W
 Kelowna, B.C. V1X 1X7

Execution Date

Y	M	D
16	04	22

Transferor(s) Signature(s)



CHRISTIAN LEE BOND

OFFICER CERTIFICATION:

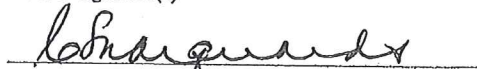
Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

PAGE 2 of 7 PAGES

Officer Signature(s)



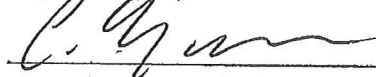
CAROL-ANN MARY MARQUARDT
A COMMISSIONER FOR TAKING
AFFIDAVITS FOR BRITISH COLUMBIA
1435 WATER STREET, KELOWNA, BC V1Y 1J4
Order No. 2014-0917
Expiry Date: 2017-08-31

(as to all signatures)

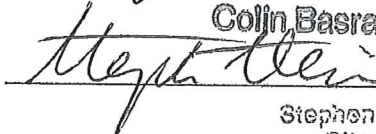
Execution Date

Y	M	D
16	04	28
16	04	25

Transferor / Borrower / Party Signature(s)

City of Kelowna by its Authorized
Signatory(ies)

Colin Basran, MAYOR

Stephen Fleming,
City ClerkRyan Smith
Subdivision Approving Officer

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

TERMS OF INSTRUMENT – PART 2

SECTION 219 COVENANT

THIS AGREEMENT dated for reference April 22, 2016 is

BETWEEN:

CHRISTIAN LEE BOND, Electrician
565 Coronation Avenue
Kelowna, BC V1Y 5Z9

(the "Owner")

AND:

CITY OF KELOWNA
1435 Water Street
Kelowna, BC V1Y 1J4

(the "City")

GIVEN THAT:

- A. The Owner is the registered owner in fee simple of the lands and improvements at 565 Coronation Avenue, Kelowna, BC V1Y 5Z9, which land is legally described as:

PID: 011-653-591
LOT 36 DISTRICT LOT 139 OSOYOOS DIVISION YALE DISTRICT PLAN 1303

(the "Land")
- B. Section 219 of the *Land Title Act* permits the registration of a covenant of a positive or negative nature in favour of the City in respect of the use of land or building or construction on land.
- C. The Owner has made application to the City to rezone the Land to RU2c to allow the Owner to construct and/or modify the existing building on the Land fronting the street and to allow the modified building to be used as a single family dwelling.
- D. The Owner is unable to secure financing for the proposed construction/modification unless the City adopts a bylaw rezoning the Land to RU2c.
- E. The City considers it would not be in the public interest to rezone the Land to RU2c, except on condition that the Owner enter into this Agreement.

THIS AGREEMENT IS EVIDENCE that in consideration of \$1.00 paid by the City to the Owner (the receipt of which is acknowledged by the Owner), the Owner covenants and agrees with the City, in accordance with section 219 of the *Land Title Act*, as follows:

1. As soon as practicable after the adoption by the Council of the City of a bylaw rezoning the Land to RU2c, and in any event no later than 30 days after the date of adoption of the rezoning bylaw, the Owner must submit a complete application for a building permit to the City, together with all required fees and charges, for the new or modified building on the Land intended to be used in conformance with the RU2c zoning.

Owner to Diligently Prosecute Construction

2. Forthwith upon the issuance of the building permit and any other associated permits required to enable the construction, (collectively the "Building Permit") contemplated by the application referred to in section 1, the Owner must diligently and without delay undertake the construction authorized by the building permit and pursue it continuously until an occupancy permit for the building has been issued by the City.

No Use of Occupancy Without Completion by Specified Date

3. The Land and any buildings thereon may not be used or occupied unless and until an occupancy permit has been issued by the City for the building and construction specified in the Building Permit. The occupancy permit must be obtained by the Owner no later than 240 days after the issuance of the Building Permit.

Discharge of Covenant Upon Completion

4. The City agrees to execute the release of this Agreement, at the Owners expense, from the title to the Land upon the Owner complying with sections 1 to 3 of this Agreement.

Runs with the Land

5. Every obligation and covenant of the Owner in this Agreement constitutes both a contractual obligation and a covenant granted under section 219 of the *Land Title Act* in respect of the Land. This Agreement burdens and runs with, and binds the successors in title to, the Land and each and every part into which the Land may be subdivided or consolidated by any means.

Compliance with Laws

6. The Owner must, in performing its obligations under this Agreement, at all times comply with all enactments applicable to the Land or the Building, including City bylaws, the *Community Charter* and the *Local Government Act* and must obtain all permits, licences and authorizations required by law to enable the Owner to perform any work contemplated by this Agreement and any other obligations under this Agreement, including those required by City bylaws.

Owner's Expense

7. The Owner will perform all of its obligations under this Agreement at its own expense.

Specific Relief

8. Because of the public interest in ensuring that all of the matters described in this Agreement, and the provisions of all applicable laws, are complied with, the public interest strongly favours the award of a prohibitory or mandatory injunction, or an order for specific performance or other specific relief, by the British Columbia Supreme Court at the instance of the City, in the event of an actual or threatened breach of this Agreement.

No Effect on Powers

9. Except as expressly provided under the *Community Charter or Local Government Act*, this Agreement does not:
 - a. affect or limit the discretion, rights or powers of the City under any enactment;
 - b. affect or limit any enactment applying to the Land; or
 - c. relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Land.

Discretion

10. Wherever in this Agreement the approval of the City is required, some act or thing is to be done to the City's satisfaction, the City is entitled to form an opinion, or the City is given a sole discretion:
 - a. the relevant provision is not to be considered fulfilled or waived unless the approval, opinion or expression of satisfaction is in writing signed by the City's Urban Planning Manager (the "City Representative");
 - b. the approval, opinion or satisfaction is in the discretion of the City Representative acting reasonably in accordance with municipal engineering practice; and
 - c. any discretion of the City is deemed to be the sole, absolute and unfettered discretion of the City.

No Public Law Duty

11. Where the City is required or permitted by this Agreement to form an opinion, exercise its discretion, express satisfaction, make a determination or give its consent, the City is under no public law duty of fairness or natural justice in that regard and the City may do any of those things in the same manner as if it were a private entity and not a public body.

Indemnity

12. The Owner hereby releases the City, and indemnifies and saves the City harmless, from and against any and all actions, causes of actions, suits, claims, expenses (including legal fees and disbursements), losses (including economic loss), debts, demands and liabilities of whatsoever kind that the City is or may become liable for, incur or suffer arising out of or in any way

connected or related to the granting or existence of this Agreement, the restrictions or obligations contained in this Agreement or the performance or non-performance by the Owner of this Agreement.

Joint and Several

13. If at any time more than one person (as defined in the *Interpretation Act* (British Columbia)) owns the Land, each of those persons will be jointly and severally liable for all of the obligations of the Owner under this Agreement.

Notice

14. Any notice to be given pursuant to this Agreement must be in writing and must be delivered personally or sent by registered or express mail. The addresses of the parties for the purpose of notice are the addresses on the first page of this Agreement and in the case of any subsequent owner of the Land, the address will be the address shown on the title to the Land in the land title office. If notice is delivered personally, it may be left at the relevant address in the same manner as ordinary mail is left by Canada Post and is deemed given when delivered. If notice is sent by registered or express mail, it is to be deemed given 3 days after mailing by deposit at a Canada Post office. In the case of any strike or other event causing disruption of ordinary Canada Post operations, notices must be delivered personally. A party may change its address for delivery by giving notice of the new address in accordance with this section.

Waiver

15. An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach in respect of which the waiver is asserted. A waiver of a breach of this Agreement does not operate as a waiver of any other breach or continuing breach of this Agreement.

Priority

16. The Owner will, at the Owner's expense, do or cause to be done all acts reasonably necessary to obtain priority for this Agreement over all financial charges, liens and encumbrances registered, or pending registration, at the time of application for filing of a notice of this Agreement against the title to the Land in the appropriate land title office.

Interpretation

17. In this Agreement:
- a. reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
 - b. article and section headings have been inserted for ease of reference only and are not to be used in interpreting this agreement;
 - c. the term "enactment" has the meaning given to it under the *Interpretation Act* (British Columbia) on the reference date of this agreement;

- d. reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- e. reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided;
- f. reference to a particular numbered section or article, or to a particular lettered Schedule, is a reference to the correspondingly numbered or lettered article, section or Schedule of this Agreement and any Schedules to this Agreement form part of this agreement; and
- g. time is of the essence.

Further Assurances

- 18. The Owner must do and cause to be done all things and execute all documents necessary to give effect to the intention of this Agreement.

Severance

- 19. If any part of this Agreement is for any reason held to be invalid by a decision of a court with the jurisdiction to do so, the invalid portion is to be considered severed from the rest of this Agreement and the decision that it is invalid does not affect the validity of the remainder of this Agreement.

Governing Law

- 20. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia which is deemed to be the proper law thereof.

Enurement

- 21. This Agreement and each and every provision hereof shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns, as the case may be.

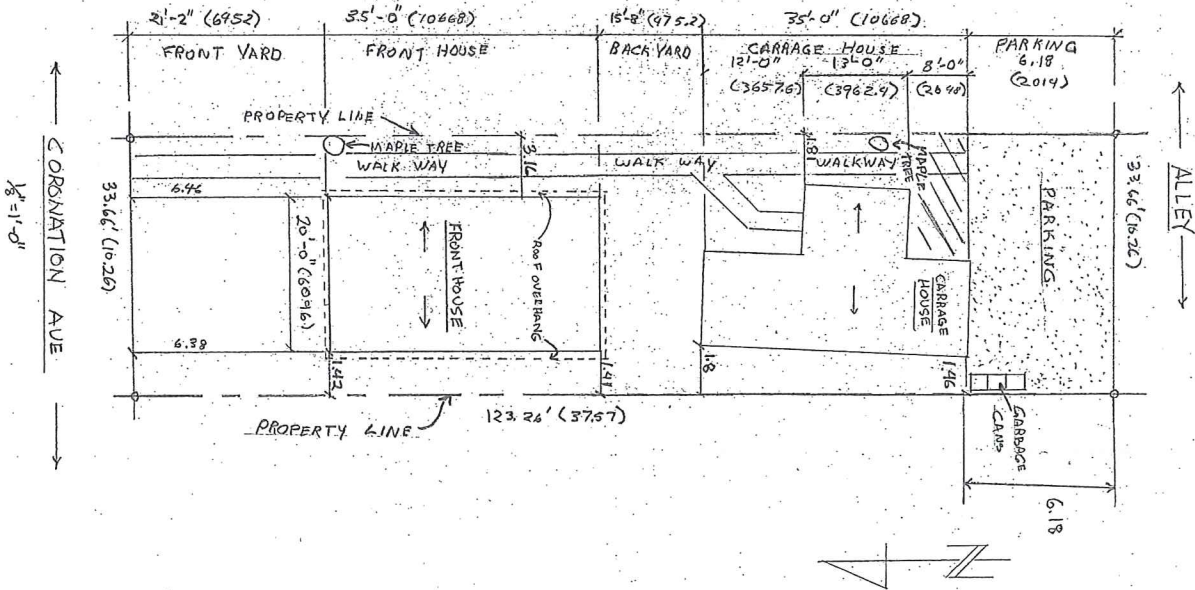
Entire Agreement

- 22. This Agreement is the entire agreement between the parties regarding its subject.

Contract and Deed

- 23. By executing and delivering this Agreement, each of the parties intends to create both a contract and a deed executed and delivered under seal.

As evidence of their agreement to be bound by the terms of this instrument, the parties hereto have executed the Land Title Office Form C which is attached hereto and forms part of this Agreement.



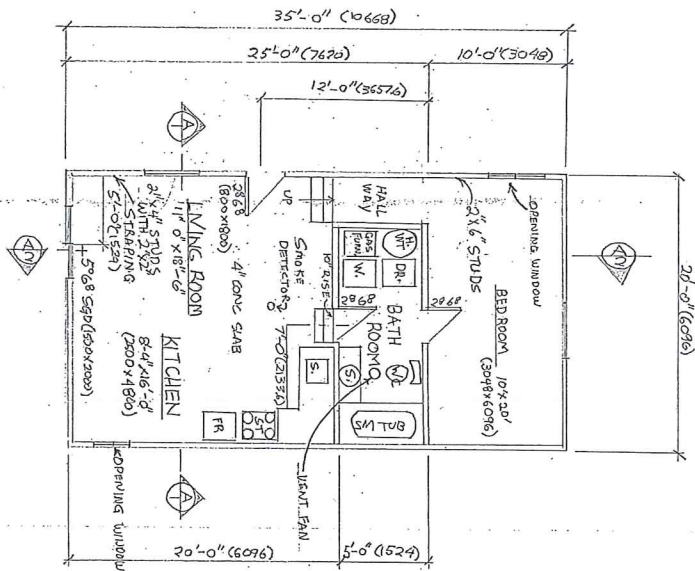
LEGAL DESCRIPTION
 PLAN: KAP1303 LOT: 36
 D.L.: 139
 REFERENCE NO.
 ZONING
 R1P 01653571

CNIC ADDRESS
 565 CORONATION AV
 KILGUNA B.C.

CALCULATIONS
 LOT AREA 4224 SQ FT (392.6096m²)
 SITE COVERAGE ALLOWED 25% 1056
 FSR ALLOWED
 PARKING REQ'D PERIOD 3

SCHEDULE A
 This forms part of development
 Permit # D015-0112, D015-0113

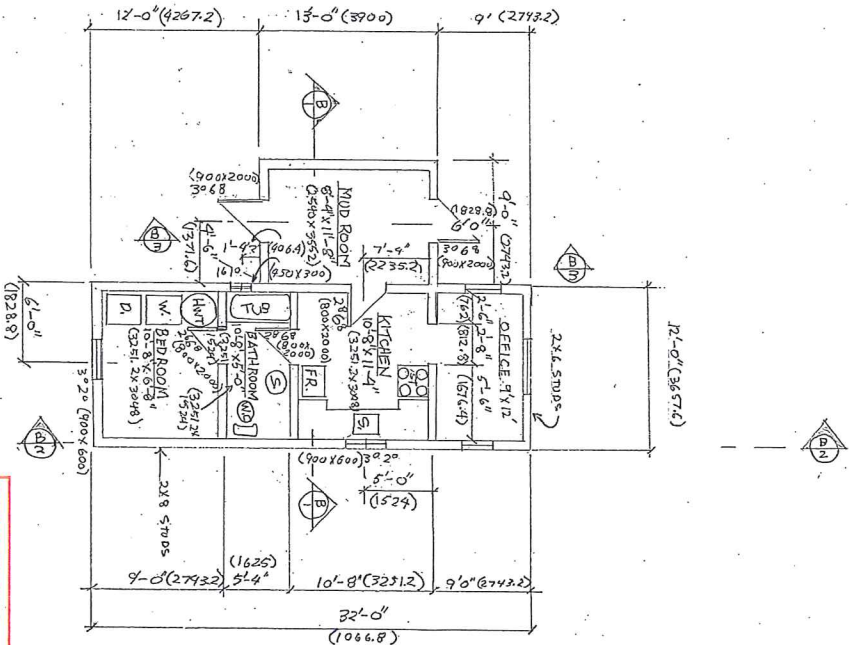
*NOTE: 1/8" = 1'-0" WITH ALSO WITH
 CARRIAGE HOUSE & HOUSE



MAIN FLOOR PLAN

700 SQ FT
(6503 M²)

COFFEE HOUSE



FLOOR PLAN

501 SQ FT
(4643 M²)

CARRIAGE HOUSE

SCHEDULE A

This forms part of development
Permit # 0815-012, 0815-013

* NOTE 1/2"=1'-0" WITH ALSO METRIC

RELOCATED FRONT & REAR HOUSES	
DATE	1/1/01
DESIGNER	ARCHITECT
CLIENT	OWNER
PROJECT	PROJECT
LOCATION	LOCATION

SECTION A-1

FRONT

Hand-drawn architectural sketch of a house plan, labeled "SECTION A-1" and "FRONT". The plan shows a front porch, a living room, a kitchen, and a bedroom. Dimensions and materials are noted for various parts of the structure.

- Front Porch:** 8' x 16' concrete floor, 2" x 4" joists, 2" x 6" posts.
- Living Room:** 12' x 16' (24' x 20' overall), 2" x 4" joists, 2" x 6" posts.
- Kitchen:** 10'0" x 10'0" (10'0" x 10'0" overall), 2" x 4" joists, 2" x 6" posts.
- Bedroom:** 12' x 12' (12' x 12' overall), 2" x 4" joists, 2" x 6" posts.
- Roof:** 12' x 12' (12' x 12' overall), 2" x 4" joists, 2" x 6" posts.
- Walls:** 2" x 4" studs, 2" x 6" posts.
- Flooring:** 1/2" plywood (1/2" thick), 1/2" plywood (1/2" thick).
- Foundation:** 12' x 12' (12' x 12' overall), 2" x 4" joists, 2" x 6" posts.

SECTION A-1
FRONT

Hand-drawn floor plan of a house with the following dimensions and labels:

- Overall Dimensions:**
 - Overall Width: 23'10"
 - Overall Depth: 27'10"
- Rooms and Features:**
 - Bed Room:** 12' x 6" walls, 22'43.2" length.
 - Bath Room:** 6'7" x 7'2" (10'55" length).
 - Living Room:** 12' dry wall, 24'2" strapping, 22'74.32" length.
- Structural Elements:**
 - Trusses:** 12' trusses.
 - Foundations:** 24" concrete slab, 24" concrete slab, 24" concrete slab, 24" concrete slab.
 - Windows:** 24" x 24" windows, 24" x 24" windows, 24" x 24" windows.
 - Doors:** 24" x 24" doors, 24" x 24" doors.
 - Other:** 24" x 24" doors, 24" x 24" doors, 24" x 24" doors.

SECTION A-2

REAR HOUSE

SECTION B-3

SECTION B-1

SECTION B-2

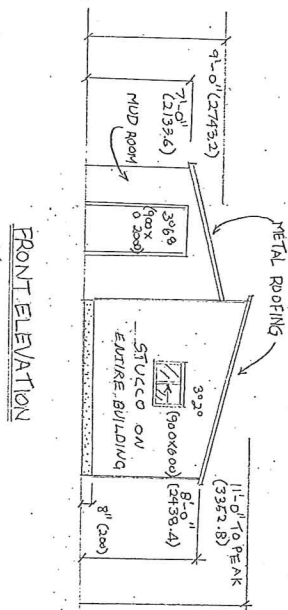
SCHEDULE B

This forms part of development Permit # 0215-0112, 0215-0113

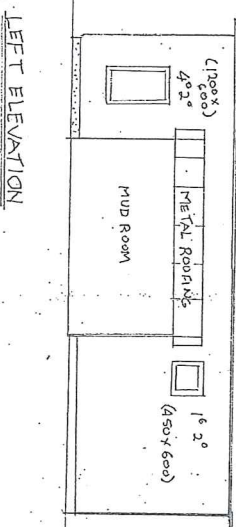
بی

* NOTE: $1/4'' = 1'-0''$ WITH ALSO METRIC

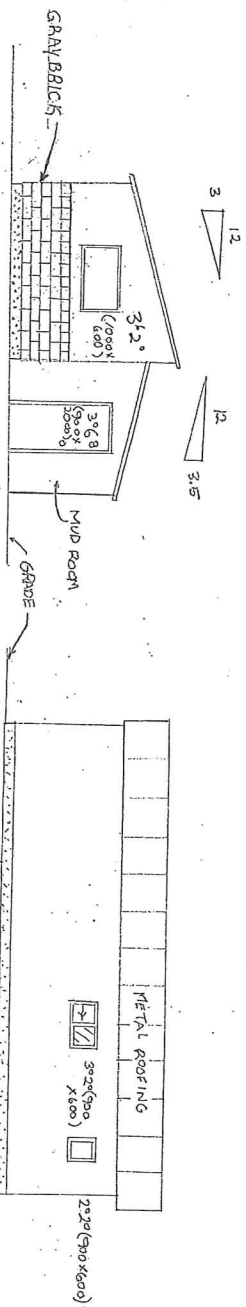
DATE	1/21/2011	TIME	18:00
DATE	MAR 7	TIME	18:00
CROSS SECTIONS			
A (Pace Course)			



FRONT ELEVATION



LEFT ELEVATION



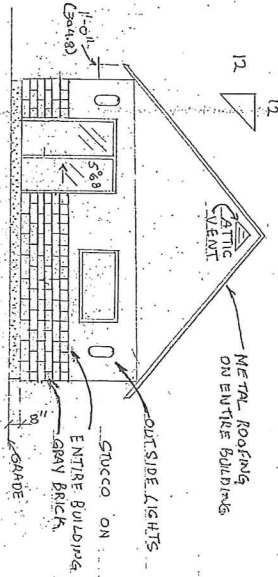
REAR ELEVATION

RIGHT ELEVATION

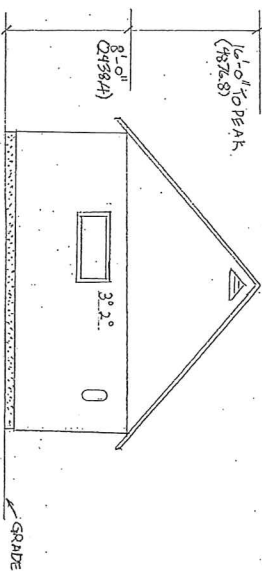
SCHEDULE B
This forms part of development
Permit # 2015-012, 2015-013

NOTE: 1/4" = 1'-0" WITH ALSO METRIC
REMODELED - CARRIAGE HOUSE
ELEVATIONS

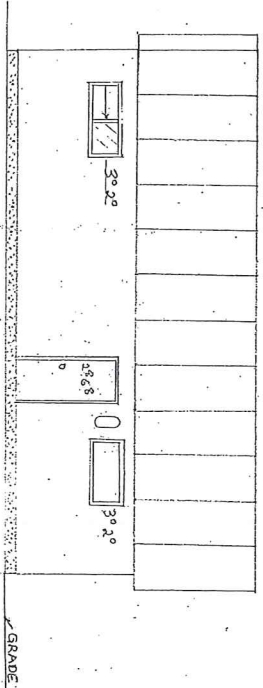
DATE: 11/15/10	PROJECT: 101	DRAWN BY: [signature]	REVIEWED BY: [signature]
DATE: 11/15/10	PROJECT: 101	DRAWN BY: [signature]	REVIEWED BY: [signature]
DATE: 11/15/10	PROJECT: 101	DRAWN BY: [signature]	REVIEWED BY: [signature]



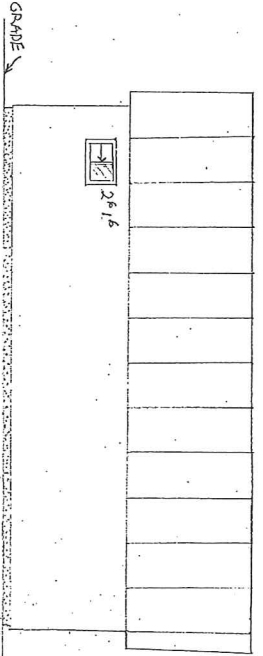
FRONT ELEVATION



REAR ELEVATION



LEFT ELEVATION

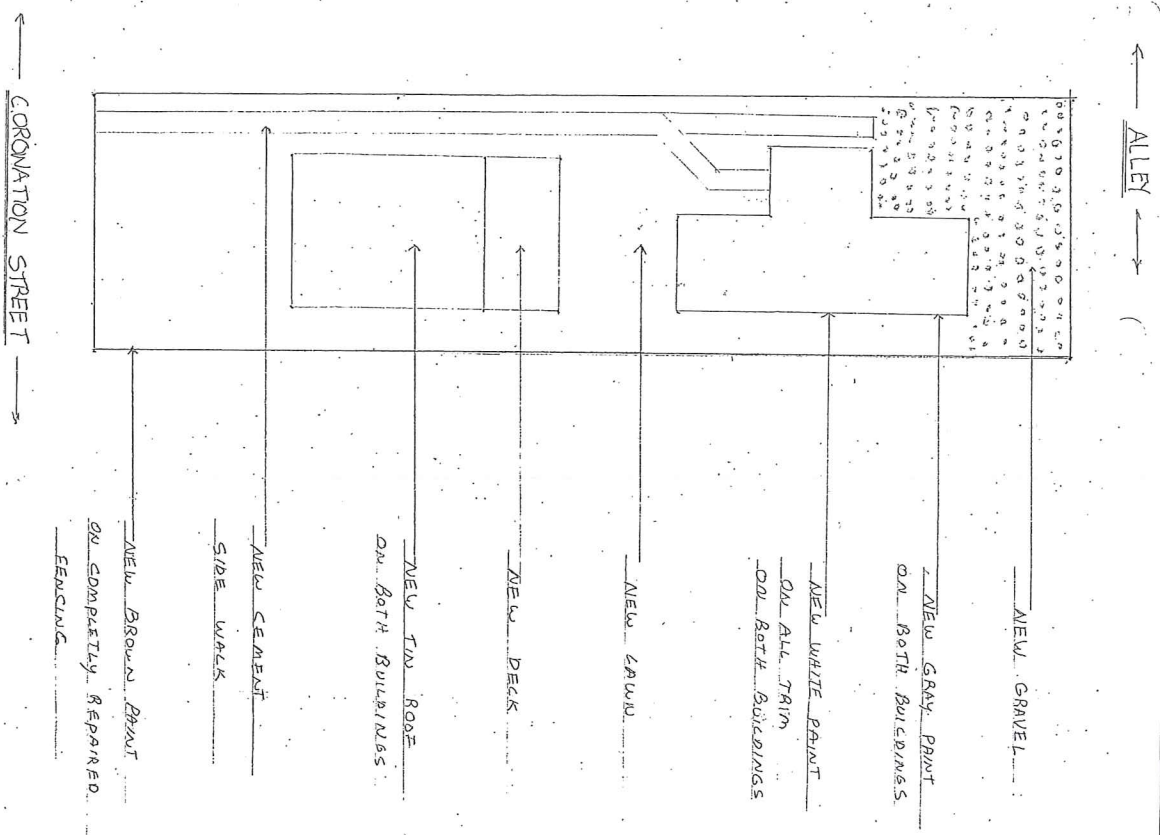


RIGHT ELEVATION

SCHEDULE 6
This forms part of development
Permit # D015-012 - D015-013

* NOTE: 1/2" WITH ALSO METRIC

REMODELED FRONT HOUSE	
DATE: 12/10/2020	DESIGNED BY: [Signature]
DATE: 12/10/2020	APPROVED BY: [Signature]
ELEVATIONS	
DRAWING NUMBER	



SCHEDULE A
 This forms part of development
 Permit # D015-0112a D015-0113

DATE	APPROVED BY	DATE	APPROVED BY
DATE	DATE	DATE	DATE
SITE PLAN		DRAWING NUMBER	
PROPOSAL FOR PERMIT			

DEVELOPMENT PERMIT / DEVELOPMENT VARIANCE PERMIT



APPROVED ISSUANCE OF DEVELOPMENT PERMIT / DEVELOPMENT VARIANCE PERMIT NO. DP15-0112/DVP15-0113

Issued To: (Christian) Lee Bond
Site Address: 565 Coronation Avenue
Legal Description: Lot 36 District Lot 139 ODYD Plan 1303
Zoning Classification: RU2c - Medium Lot Housing with Carriage House
Development Permit Area: Revitalization

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. DP15-0112 and Development Variance Permit No. DVP15-0113 for Lot 36 District Lot 139 ODYD Plan 1303, located at 565 Coronation Avenue, Kelowna, BC to allow the construction of a Carriage House 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";

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

Section 9.5b.14: Carriage House Regulations

To vary the required minimum side yard from 2.0 m permitted to 1.46 m and 1.81 m proposed.

Section 13.2.6(d): RU2 - Medium Lot Housing Development Regulations

To vary the required minimum side yard from 1.5 m permitted to 1.41 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

None required.

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.**