

# Development Variance Permit DVP20-0172

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| <b>ATTACHMENT</b> A                               |    |
| This forms part of application<br># DVP20-0172    |    |
| Planner<br>Initials                               | SS |
| City of<br><b>Kelowna</b><br>DEVELOPMENT PLANNING |    |



This permit relates to land in the City of Kelowna municipally known as

**154 Applebrooke Cres**

and legally known as

Lot 46 Section 5 Township 23 ODYD Plan KAP47769

and permits the land to be used for the development with variances to the following sections of the Zoning Bylaw 8000, as shown on Schedule "A":

**Section 13.2.5(a): RU2- Medium Lot Housing Subdivision Regulations**

To vary the required minimum lot width from 13.0m permitted to 11.52m proposed for the proposed Lot A.

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

To vary the required maximum site coverage from 50% permitted to 57% proposed for the remainder Lot 46.

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

To vary the required minimum rear yard setback from 7.5m permitted to 4.34m proposed for the remainder Lot 46 on the existing dwelling.

The development has been approved subject to any attached terms and conditions, and to full compliance with the approved plans bearing the stamp of approval and the above described development permit number.

The present owner and any subsequent owner of the above described land must comply with any attached terms and conditions.

Date of Decision: January 12, 2021

Decision By: CITY COUNCIL

Issued Date: DATE

**This permit will not be valid if development has not commenced within 2 years of the council approved Date of Decision.**

Existing Zone: RU2 – Medium Lot Housing

Future Land Use Designation: S2RES – Single Two Unit Residential

## **This is NOT a Building Permit.**

In addition to your Development Permit, a Building Permit may be required prior to any work commencing. For further information, contact the City of Kelowna, Development Services Branch.

## **NOTICE**

This permit does not relieve the owner or the owner's authorized agent from full compliance with the requirements of any federal, provincial or other municipal legislation, or the terms and conditions of any easement, covenant, building scheme or agreement affecting the building or land.

Owner: John Smit, Cynthia Smit & Isaac Smit

Applicant: McElhanney Ltd, Jonathan Austin

\_\_\_\_\_  
Dean Strachan, Suburban and Rural Planning Manager  
Planning & Development Services

\_\_\_\_\_  
Date

## 1. SCOPE OF APPROVAL

This Development 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 Development 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 Development 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.

## 2. CONDITIONS OF APPROVAL

- a) The dimensions of the proposed lot layout be registered on the land be in accordance with Schedule "A";

This Development Permit is valid for two (2) years from the Council Date of Decision if applicable, or Community Planning Department Manager approval, with no opportunity to extend.

## 3. 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 Developer and be paid to the Developer or his or her designate if the security is returned. The condition of the posting of the security is that should the Developer 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 enter into an agreement with the property owner of the day to have the work carried out, and any surplus shall be paid over to the property own of the day. Should the Developer carry out the development permitted by this Permit within the time set out above, the security shall be returned to the Developer or his or her designate. There is filed accordingly:

- a) n/a

## 4. Indemnification

Upon commencement of the works authorized by this Permit the Developer covenants and agrees 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 said Permit.

All costs, expenses, claims that may be incurred by the Municipality where the construction, 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.

**The PERMIT HOLDER is the CURRENT LAND OWNER.  
Security shall ONLY be returned to the signatory of the  
Landscape Agreement or their designates.**

