



# Development Permit & Development Variance Permit DP20-0083/DVP20-0084

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

**2980 Gallagher Road**

and legally known as

**Lot 1, Section 12 and 13, Township 26 and Sections 7 and 18 Township 27, ODYD, Plan KAP71697, Except Plans KAP84278, KAP86315, KAP86363, KAP88598, EPP36504, EPP69212, EPP74058, EPP84892, EPP101217 and EPP107886**

and permits the land to be used for the following development:

77 unit multi-family development

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

Date of Council Decision

Decision By: COUNCIL

Issued Date:

Development Permit Area: Comprehensive Development Permit Area

**This permit will not be valid if development has not commenced by June, 2022.**

Existing Zone: RH3 – Hillside Cluster Zone

Future Land Use Designation: MRC – Multiple Unit Residential (Cluster Housing)

## **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: Kirschner Mountain Development Inc.

Applicant: Kirschner Mountain Development Inc.

\_\_\_\_\_  
Terry Barton  
Development Planning Department Manager

\_\_\_\_\_  
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 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"; and
- 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.

with variances to the following section of Zoning Bylaw No. 8000:

**Section 13.16.8 (a): RH3 – Hillside Cluster Housing Development Regulations**

To vary the maximum height of the principal building from 9.5 m to 10.5 m; and

**Section 13.16.7(b)(iii): RH3 – Hillside Cluster Housing Development Regulations**

To vary the minimum setback from the rear property line from 4.5 m to 3.0m.

This Development Permit is valid for two (2) years **from the date of Council 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) An Irrevocable Letter of Credit in the amount of **\$ 184,668.75**

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.

## 5. 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.**

DRAFT