

DEVELOPMENT PERMIT / DEVELOPMENT VARIANCE PERMIT



APPROVED ISSUANCE OF DEVELOPMENT PERMIT / DEVELOPMENT VARIANCE PERMIT NO. DP15-0169/DVP16-0128

Issued To: Sydney Wray Kincaid
Site Address: 2161 Belgo Road
Legal Description: Lot A Section 14 TWP 26 ODYD KAP73861
Zoning Classification: A1-Agriculture 1 (per Section 1.8.3 RR2 - Rural Residential)
Development Permit Area: Farm Protection Development Permit

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. DP15-0169 for Lot A Section 14 TWP 26 ODYD KAP73861, located at 2161 Belgo, Kelowna, BC to allow the construction of two accessory structures 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 registration of a Section 219 Covenant per Schedule "B";

AND THAT variances to the following sections of Zoning Bylaw No. 8000 be granted:

Section [12.2.6(b)]: [RR2 - Rural Residential 2 Development Regulations]

To vary the maximum height for accessory buildings / structures from 4.5 m permitted to 6.55 m proposed for the cabana and from 4.5 m permitted to 7.53 m proposed for the garage.

Section [6.5.8(a)]: [Accessory Development Regulations]

To vary the minimum distance from the front lot line for an accessory building from 18.0 m permitted to 8.40 m proposed for the garage.

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

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.

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.

