

## DEVELOPMENT PERMIT

## APPROVED ISSUANCE OF DEVELOPMENT PERMIT NO. DP17-0021

Issued To:<br>Site Address:<br>Legal Description<br>Victor Projects Ltd, Inc.No BC1050457<br>948 McCurdy Road<br>Lot 4, Section 27, Township 26, ODYD, Plan 1879 Except Plans A12969, H8110, KAP64562, KAP85879, and EPP52046<br>Zoning Classification:<br>Development Permit Area: Comprehensive Development Permit Area - Commercial

## 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. DP17-0021 for Lot 4, Section 27, Township 26, ODYD, Plan 1879 Except Plans A12969, H8110, KAP64562, KAP85879, and EPP52046, located at 948 McCurdy Road, Kelowna, BC to allow the construction of a vehicle service station 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 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) A Certified Cheque in the amount of $\$ 29,611.88 \mathrm{OR}$
b) An Irrevocable Letter of Credit in the amount of $\$ 29,611.88$.

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. 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.
b) 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.

## 5. APPROVALS

Issued and approved by Council on the $\qquad$ day of $\qquad$ 2017.

Ryan Smith, Community Planning Department Manager
Date
Community Planning \& Real Estate

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





## SCHEDULE




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SCHEDULE
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This forms part of application

 4. TREE AND
PLACEMENT



