

TEMPORARY USE PERMIT



APPROVED ISSUANCE OF TEMPORARY USE PERMIT NO. TUP17-0003

Issued To: T 190 Enterprises Ltd., Inc.No. BCo622798
Site Address: 3029 Appaloosa Rd
Legal Description: Lot 41 Section 3 Township 23 ODYD Plan 18861
Zoning Classification: A1 – Agricultural 1

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 Temporary Use Permit No. TUP17-0003 for Lot 41 Section 3 Township 23 ODYD Plan 18861, located at 3029 Appaloosa Rd, Kelowna, BC be approved up to April 25th, 2019 subject to the following:

- a) The dimensions and siting of the temporary use on the land be in general accordance with Schedule "A";
- b) The applicant posting a \$20,000 security deposit, in the form of a Letter of Credit, to ensure the outdoor storage use is removed and the previous land use restored.
- c) The outstanding conditions of approval as set out in Schedule "B" attached to the Report from the Community Planning Department dated November 7, 2017;

AND THAT any application to extend the Permit must be approved by Council prior to this Permit expiring.

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) An Irrevocable Letter of Credit in the amount of \$ 20,000.00 .

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.

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 Temporary Use 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.

5. APPROVALS

Issued and approved by Council on the _____ day of _____, 2017.

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.**



0 20 40Meters

September 14, 2017

This map is for general information only. The City of Kelowna does not guarantee its accuracy, currency or completeness. All information should be verified.

Notes

SCHEDULE

A

This forms part of application
TUP17-0004

Planner
Initials

EW

City of
Kelowna
COMMUNITY PLANNING



Date: September 21, 2017
File No.: TUP17-0003

To: Land Use Management Department (EW)
From: Development Engineering Manager (JK)
Subject: 3029 Appaloosa Road Zoned: A1 to Temporary Parking Lot

The Temporary Use Permit application, to use the property for a parking lot will require the following;


James Kay, P.Eng.
Development Engineering Manager
RO

SCHEDULE		B
This forms part of application		
# TUP17-0003		
Planner Initials	EW	
		City of Kelowna COMMUNITY PLANNING