

June 28 2017

In November 2015, I (Darcy Holloway) purchased 3128 Appaloosa Rd (1056175 BC LTD). My intent for the property is to build a small commercial unit where I can move my company and four or five other commercial units. Until the I6 zoning is complete, I would like to use the property for RV, trailer, and boat storage. As I understand, this requires a temporary use permit which I am applying for at this time.

Thank You,


Darcy Holloway

TEMPORARY USE PERMIT



APPROVED ISSUANCE OF TEMPORARY USE PERMIT NO. TUP17-0004

Issued To: T 190 Enterprises Ltd., Inc.No. BCo622798
Site Address: 3128 Appaloosa Rd
Legal Description: Lot 11 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. TUP17-0004 for Lot 11 Section 3 Township 23 ODYD Plan 18861, located at 3128 Appaloosa Rd, Kelowna, BC be approved up to April 25th 2019 subject to the following conditions:

- 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.**

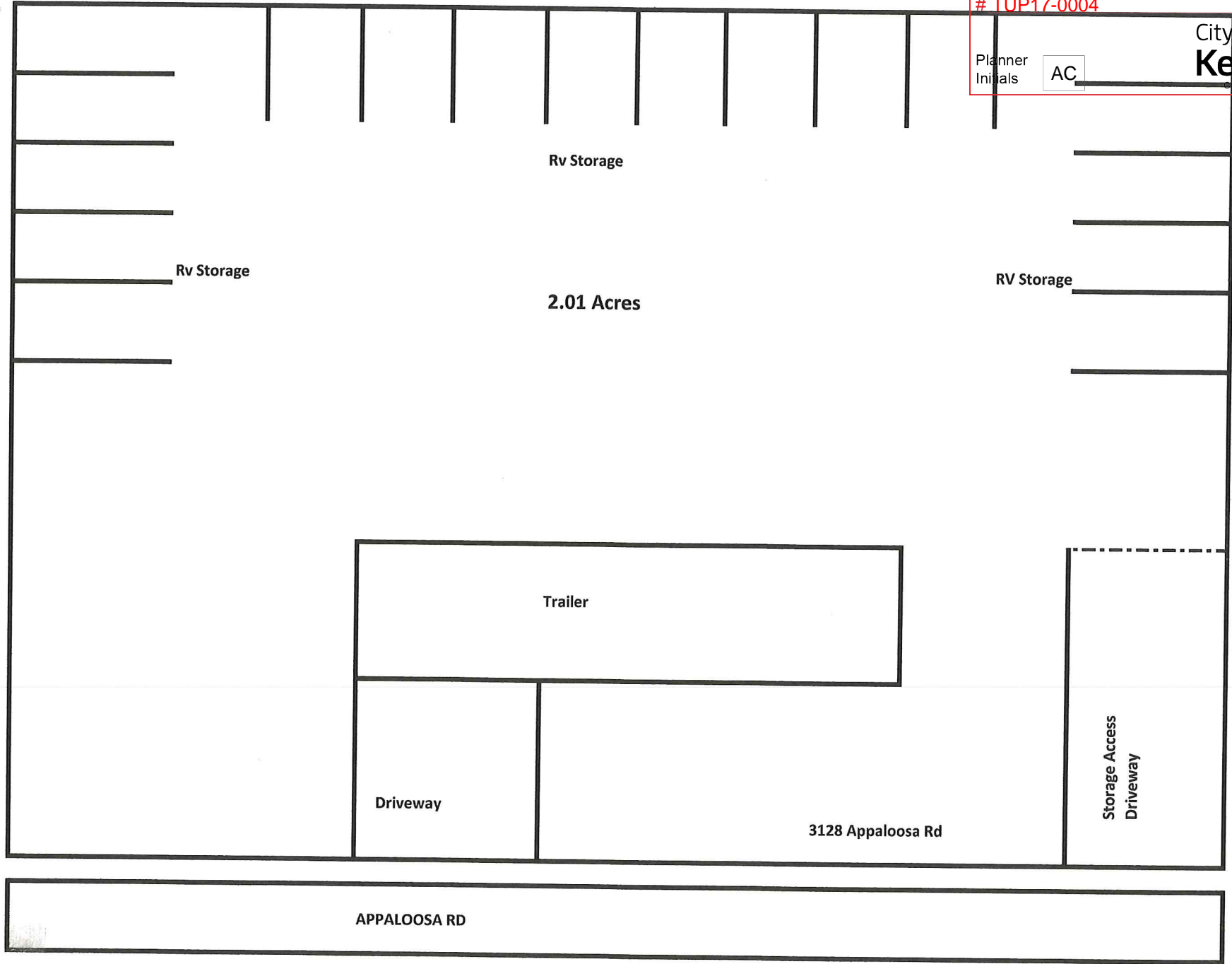
SCHEDULE A

This forms part of application
TUP17-0004



City of
Kelowna
COMMUNITY PLANNING

Planner
Initials



SCHEDULE

A

This forms part of application

TUP17-0004

Planner
Initials

AC

City of
Kelowna
COMMUNITY PLANNING



Zone No. 3	SETBACK BORDER	Low Flow Plant Drip Emitters	40 PSI	14 gpm / 3 times a week
Zone No. 4	SETBACK BORDER	Low Flow Plant Drip Emitters	40 PSI	14 gpm / 3 times a week

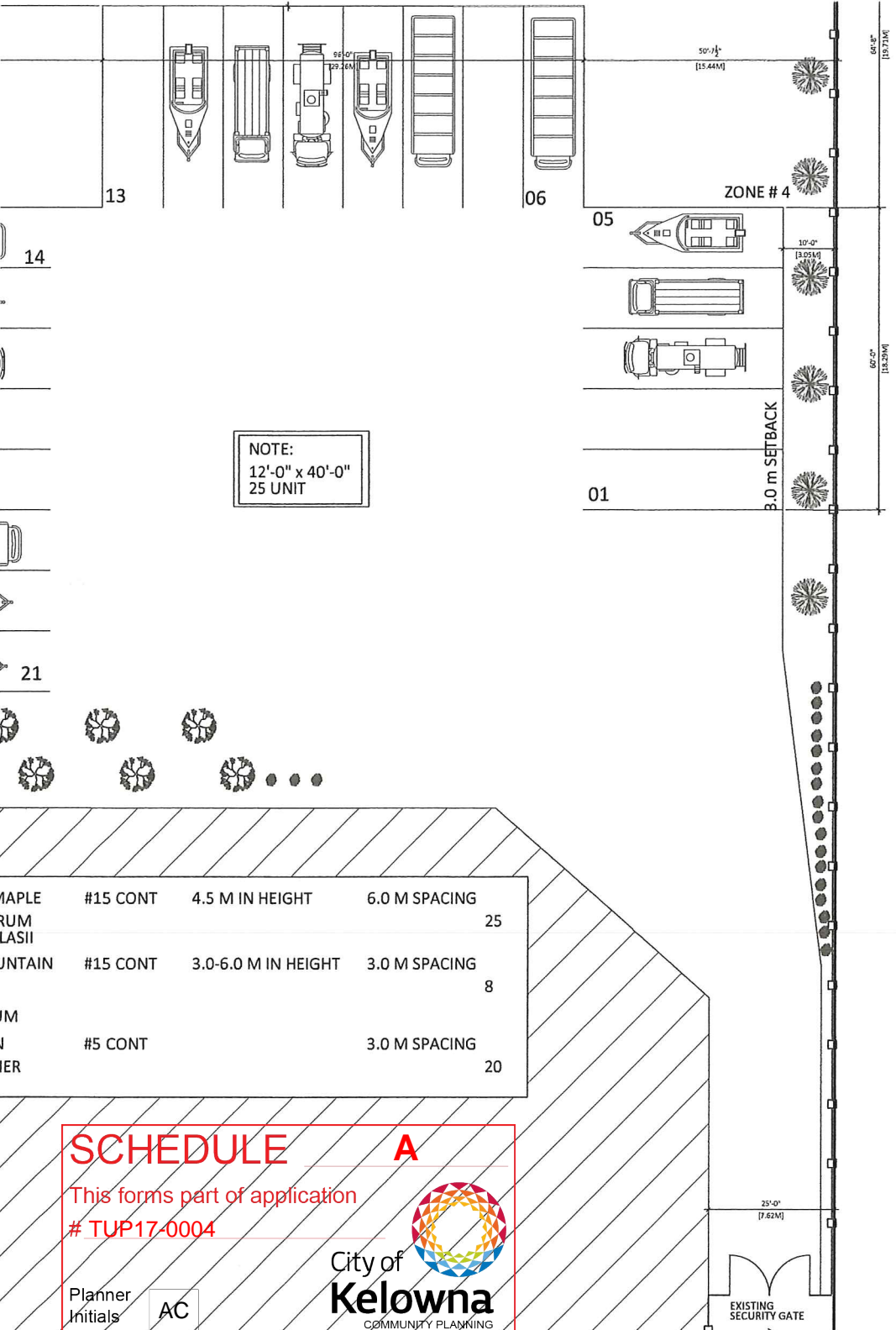
AUTOMATIC UNDER GROUND IRRIGATION SYSTEM

ENSURE THAT ADHERES TO CITY OF KELOWNA - WATER SUPPLY PROGRAM

STORM SEWE DISCHARGE OFF OF THE PROPERTY.
 2. UNDERGROUND INSTALLED AN SUBMISSION (OF KELOWNA WATER SMAR

LANDSCAPE NOTES:

- A. PLANT MATERIAL AND CONSTRUCTION METHODS SHALL CONFORM TO MINIMUM STANDARDS ESTABLISHED PUBLISHED BY B.C.N.T.A. AND B.C.S.L.A. AS WELL AS THE CITY OF KELOWNA LANDSCAPE STANDARDS IN BYLAW 7900
- B. THE LANDSCAPE DESIGN DESIGNATED HEREIN IS CONCEPTUAL BUT REFLECTS THE MINIMUM CITY OF KELOWNA FORM AND CHARACTER REQUIREMENTS.
- C. TREES SHALL BE INSTALLED IN DEFINED SOIL. PITS OR PLANTING BEDS AREAS. ADEQUATE SOIL VOLUME SHALL BE PROVIDED. BASED ON THE SPECIFIC TREE SPECIES AND LOCATION.
- D. PLANT MATERIAL SELECTION ARE CONCEPTUAL ONLY. FINAL PLANTING, SELECTION MAY VARY DEPENDING UPON AVAILABILITY AT THE TIME OF PLANTING.
- E. ORNAMENTAL SHRUBS, GRASSES AND PERENNIAL CLUSTERS ARE TO BE PLACED WITHIN DEFINED PLANTING BEDS. ALL PLANTING BEDS SHALL HAVE A MIN. OF 450mm (18") IMPORTED GROWING MEDIUM AND 75mm (3") OF DECORATIVE ROCK OR MULCH OR APPROVED EQUAL. THE CONTRACTOR SHALL PROVIDE SAMPLES FOR APPROVAL PRIOR TO DELIVERY TO THE SITE AND INSTALLATION.
- F. LANDSCAPE FABRICS SHALL BE INSTALLED BELOW ALL DECORATIVE ROCK AREAS. LANDSCAPE FABRIC SHALL BE NILEX 4545 OR APPROVED EQUAL.
- G. TURF AREAS SHALL BE LOW WATER USE NO. 1 PREMIUM SOD WITH A MIN. OF 150 mm (6") IMPORTED GROWING MEDIUM.
- H. A HIGH EFFICIENCY IRRIGATION SYSTEM SHALL BE INSTALLED FOR ALL ORNAMENTAL AREAS AND SHALL CONFORM TO THE CITY OF KELOWNA IRRIGATION STANDARDS IN BYLAW 7900.
- I. DESIGN INTENT: THESE DRAWINGS REPRESENT THE GENERAL DESIGN INTENT TO BE IMPLEMENTED ON THE SITE. CONTRACTOR SHALL BE RESPONSIBLE FOR CONSULTING THE CONTRACT ADMINISTRATOR FOR ANY ADDITIONAL CLARIFICATION OF DETAILS NECESSARY TO ACCOMMODATE SITE CONDITIONS OR DETAILS
- J. LIMIT OF WORK: THE CONTRACTOR SHALL VERIFY THE LIMIT OF WORK ON SITE WITH THE CONTRACT ADMINISTRATOR PRIOR TO CONSTRUCTION. ALL WORK OF THE CONTRACTOR SHALL BE WITHIN THE LIMITS OF WORK IDENTIFIED ON THESE DRAWINGS. ANY DAMAGE TO AREAS OUTSIDE OF THE LIMIT OF WORK WILL BE REPAIRED OR REPLACED AT THE



NOTE:
 12'-0" x 40'-0"
 25 UNIT

MAPLE	#15 CONT	4.5 M IN HEIGHT	6.0 M SPACING	25
RUM LASII				
JUNTAIN	#15 CONT	3.0-6.0 M IN HEIGHT	3.0 M SPACING	8
JM				
IER	#5 CONT		3.0 M SPACING	20

SCHEDULE A

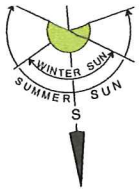
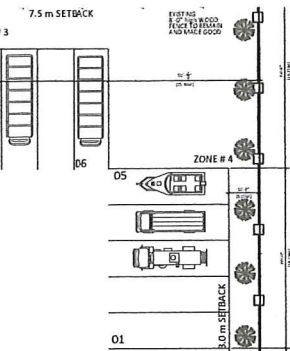
This forms part of application # TUP17-0004

Planner Initials AC

City of Kelowna
 COMMUNITY PLANNING



NA



6 NORTH VIEW

A 1 SCALE:



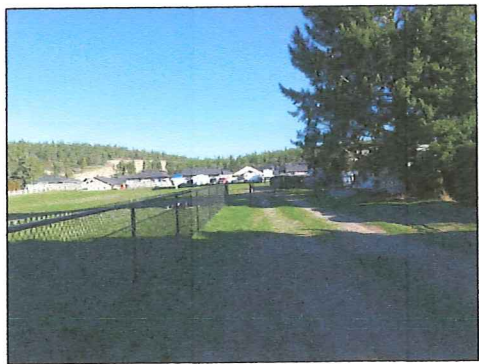
7 ALONG APPALOOSA ROAD

A 1 SCALE:



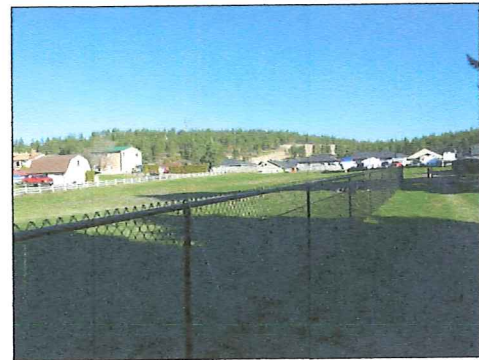
8 VIEW INTO PROP

A 1 SCALE:



3 NORTH VIEW

A 1 SCALE:



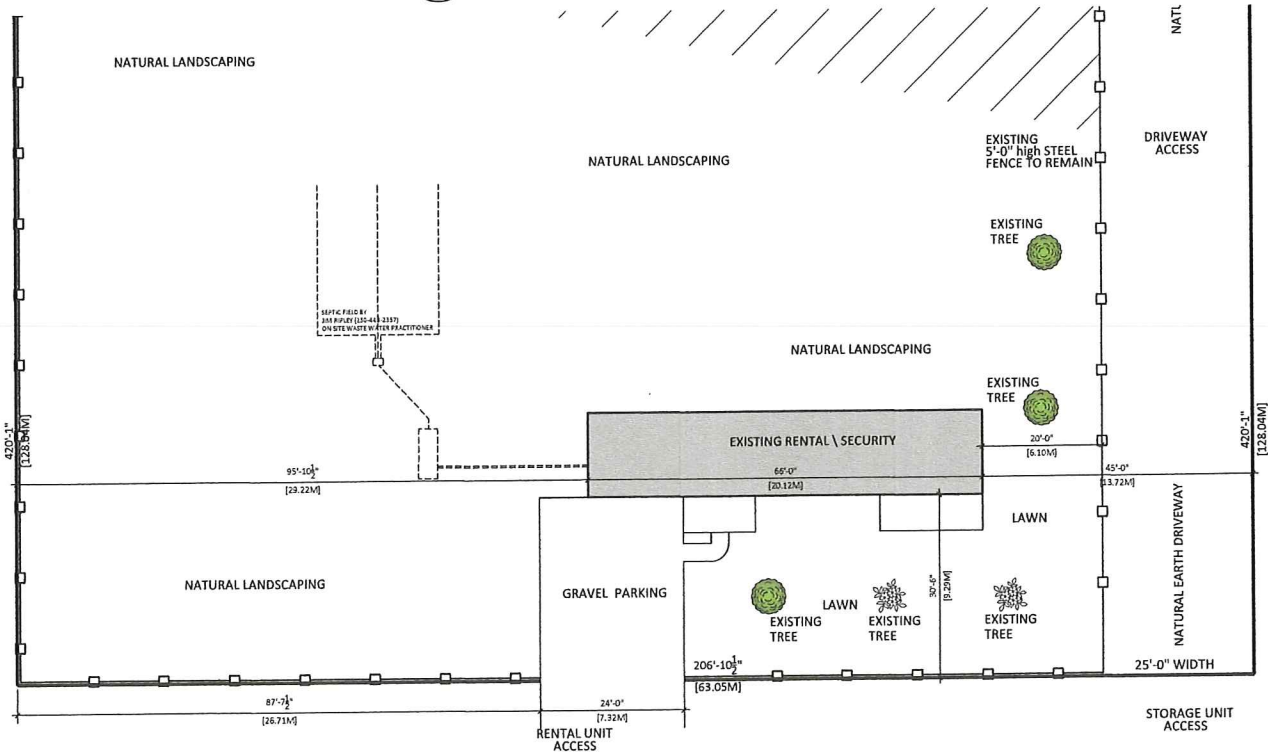
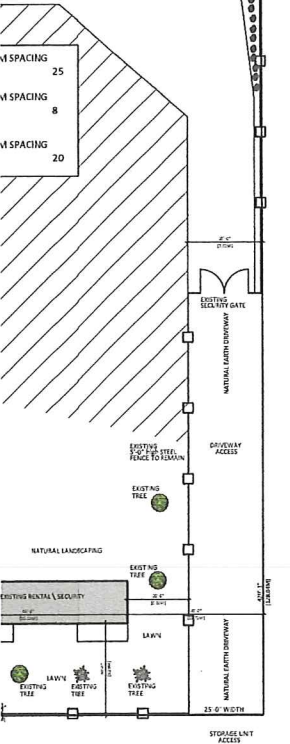
4 WESTVIEW

A 1 SCALE:



5 WEST VIEW

A 1 SCALE:



SCHEDULE A

This forms part of application
TUP17-0004

Planner Initials **AC**

