Memo

City of Kelowna

Date: March 05, 2010

To: City Manager

From: Community Sustainability Division

File No: Z09-0082 **Applicant:** Maurice Blanleil & Shannon Blanleil

At: 4439 Wallace Hill Rd **Owners:** Andre Leon Blanleil & Eileen Blanleil

Purpose: To rezone the subject property from the RR2 - Rural Residential 2 zone to the RR2s - Rural Residential 2 with Secondary Suite zone in order to permit a detached secondary suite.

Existing Zone: RR2 - Rural Residential 2

Proposed Zone: RR2s - Rural Residential 2 with Secondary Suite

Report Prepared by: Andrew Browne

1.0 RECOMMENDATION

THAT Rezoning Application No. Z09-0082 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot B District Lot 360 ODYD Plan 31395, located at 4439 Wallace Hill Rd, Kelowna, B.C. from the RR2 - Rural Residential 2 zone to the RR2s - Rural Residential 2 with Secondary Suite zone be considered by Council;

AND THAT the zone amending bylaw be forwarded to a Public Hearing for further consideration;

AND THAT final adoption of the zone amending bylaw be considered subsequent to the requirements of the Development Engineering Branch, Interior Health Authority, and South East Kelowna Irrigation District being completed to their satisfaction;

AND FURTHER THAT final adoption of the zone amending bylaw be considered subsequent to receipt of a Building Permit application for the secondary suite;

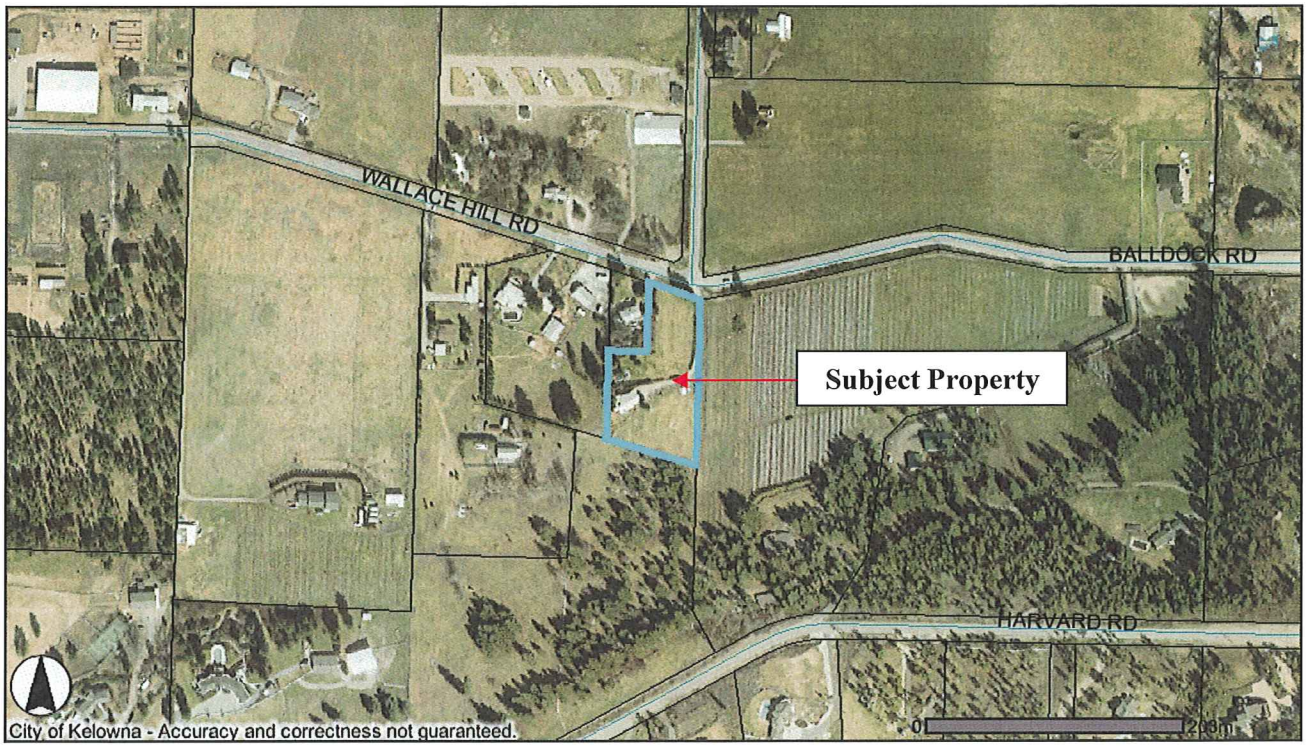
2.0 SUMMARY

The applicant proposes to rezone the subject property to the RR2s - Rural Residential 2 with Secondary Suite zone from the RR2 - Rural Residential 2 zone in order to permit a detached secondary suite.

3.0 SITE CONTEXT

The subject property is located in Southeast Kelowna in a predominantly agricultural area. Specifically, the adjacent zones and land uses are:

North	A1 - Agriculture 1	ALR	Farm
	RR3 - Rural Residential 3	Non-ALR	Residence
South	A1 - Agriculture 1	ALR	Farm / Forest stand
East	A1 - Agriculture 1	ALR	Farm
West	A1 - Agriculture 1	ALR	Farm
	RR2 - Rural Residential 2	Non-ALR	Residence



4.0 THE PROPOSAL

The application seeks to rezone the subject property in order to permit a detached secondary suite. The existing principal dwelling is to be relocated and reduced in floor area to become a secondary suite, and a new principal dwelling is to be constructed in its place.

The proposed rezoning compares with the Zoning Bylaw No. 8000 requirements for the RR2s - Rural Residential 2 with Secondary Suite zone as follows:

Criteria	Proposed	RR2s Zone Requirement
Site Coverage	5.6%	20%
Front Yard	12.0 m	12.0 m
Side Yard (East)	9.0 m	3.0 m
Side Yard (West)	3.0 m	3.0 m
Rear Yard	18.0 m	9.0 m
Secondary Suite Size	90 m^2 and 27%	Lesser of 90 m^2 or 75% of principal dwelling floor area

5.0 TECHNICAL COMMENTS

Building & Permitting Branch. Building permit is required. Engineer may be required. DCC should be reviewed and relayed to the applicant. It is strongly recommended that the size of the secondary suite be review at this stage.

Development Engineering Branch. See attached.

Fire Department. No concerns.

FortisBC. No comment.

South East Kelowna Irrigation District. Fees, charges, and requirements to be met.

Interior Health Authority. No concerns provided sanitary sewer and community water are available.

Shaw Cable. Owner/Developer to supply and install an underground conduit system as per Shaw Cable drawings and specifications unless new home to be serviced aerial.

Telus. Telus will provide aerial service.

Terasen. Please be advised that Terasen Gas' facilities will not be adversely affected as our distribution pipeline is located in the roadway and the subject property is not currently being serviced by us. Therefore, Terasen Gas has no objection to the proposed rezoning.

6.0 POLICY AND REGULATION

Kelowna 2020 - Official Community Plan

The subject property is designated as Rural / Agricultural for future land use. Relevant policies are included below.

Housing Policies:

Infrastructure Availability. Give preference to supporting new housing in areas where required services already exist or can be provided most economically and efficiently.

Integration. Encourage the sensitive integration of different housing forms in the various sectors of the City, in support of neighbourhood diversity and healthy communities.

Housing in Agricultural Areas. Discourage residential development (both expansions and new developments) in areas isolated within agricultural environments (both ALR and non-ALR).

Secondary Suites. Encourage, under the conditions stipulated in the Zoning Bylaw, the creation of secondary suites.

Transportation Policies:

Traffic Reduction Target. Aim to reduce the percentage of trips undertaken by single occupant vehicles.

7.0 LAND USE MANAGEMENT DEPARTMENT COMMENTS

The proposed rezoning is consistent with the Official Community Plan future land use designation for the subject property, and the City encourages the sensitive integration of secondary suites within existing neighbourhoods.

As the structure intended to become a secondary suite is at present too large, the applicant will convert a portion of the dwelling to externally-accessed storage that will not form part of the secondary suite. This will be ensured at the Building Permit stage.

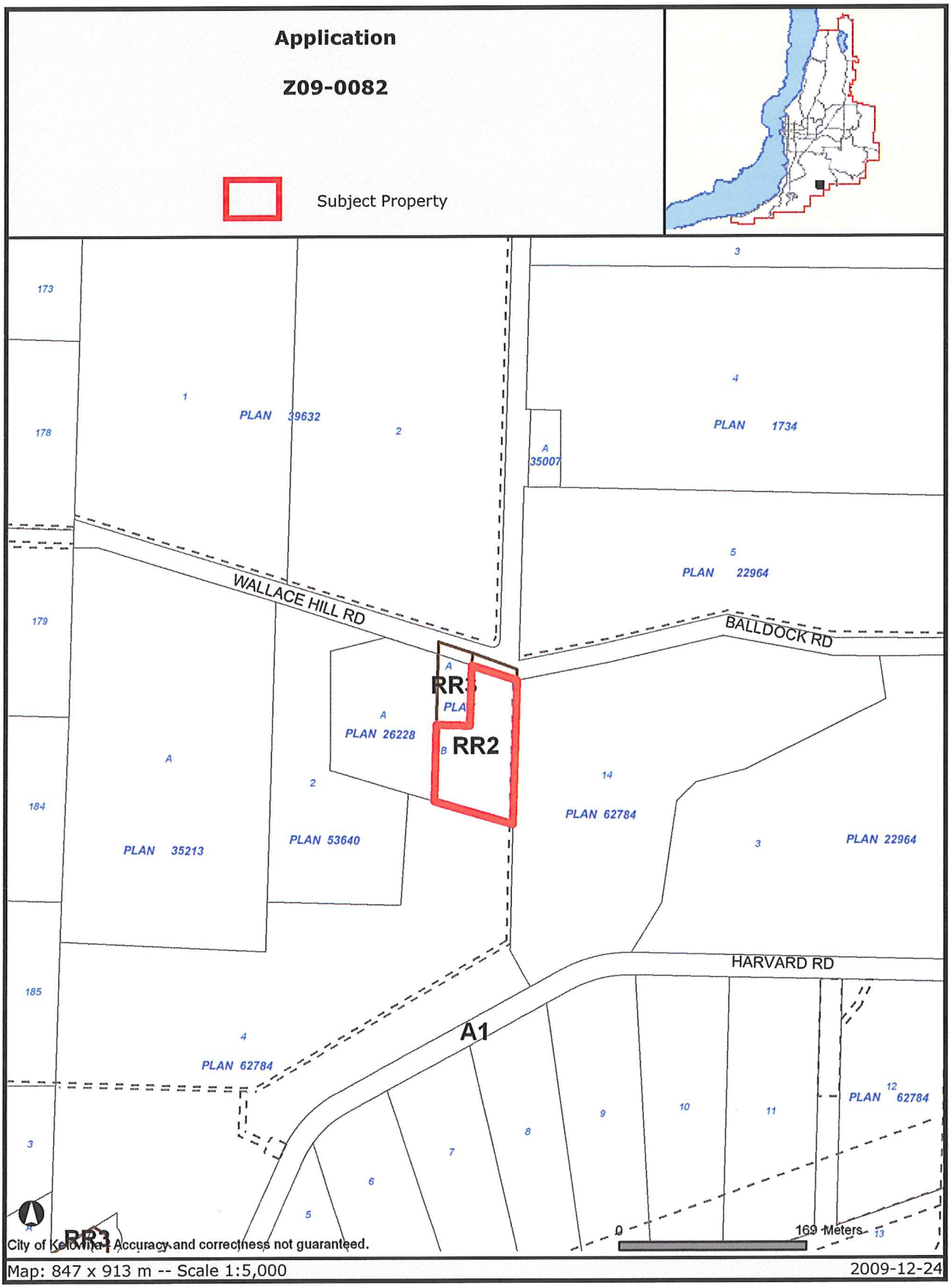
Land Use Management recommends support for the application.

Danielle Noble
Manager, Urban Land Use

Approved for inclusion:
Shelley Gambacort
Director, Land Use Management

SG/DN/ab

Attachments
Subject property map
Development Engineering technical comments
Site plan
Secondary suite plan



Certain layers such as lots, zoning and dp areas are updated bi-weekly. This map is for general information only. The City of Kelowna does not guarantee its accuracy. All information should be verified.

CITY OF KELOWNA

MEMORANDUM

Date: January 5, 2010

File No.: Z09-0082

To: Land Use Management Department (AB)

From: Development Engineering Manager

Subject: 4439 Wallace Hill Road – Lot B, Plan 31395

The Development Engineering requirements and comments pertaining to this application, to rezone the subject property from RR2 to RR2s are as follows:

1. Domestic water and fire protection.

This development is within the service area of the Southeast Kelowna Irrigation District (SEKID). The developer is required to make satisfactory arrangements with the SEKID for these items. All charges for service connection and upgrading costs are to be paid directly to the SEKID.

2. Sanitary Sewer.

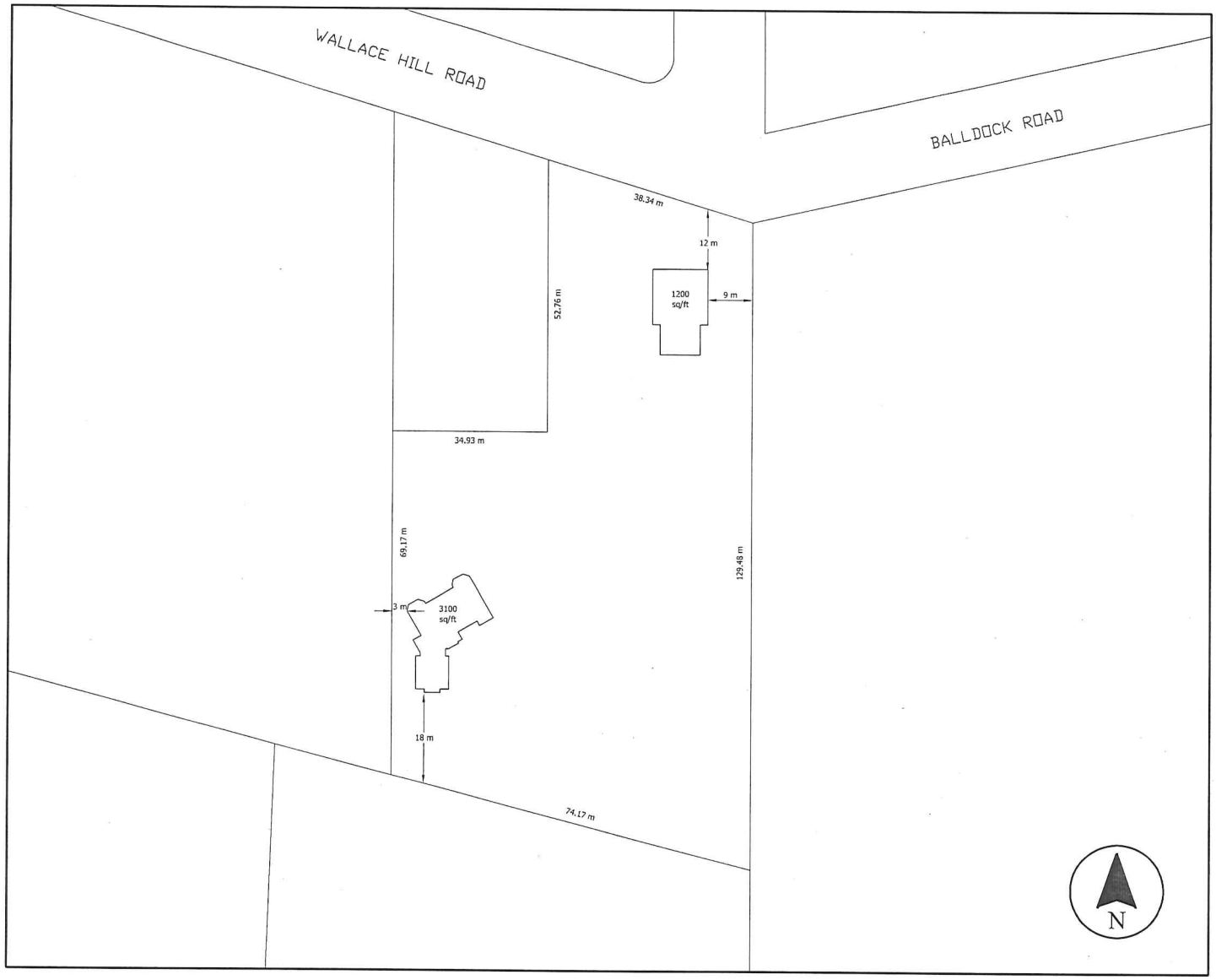
Sanitary sewage is to be handled by an on-site sewage disposal system subject to approval of the Provincial Public Health Officer. Please contact the Public Health Officer.

3. Power and Telecommunication Services.

Make servicing applications to the respective Power and Telecommunication utility companies. The utility companies are required to obtain the City's approval before commencing construction.

Steve Muenz, P. Eng.
Development Engineering Manager

SS



SITE PLAN

4439 Wallace Hill Rd., Kelowna

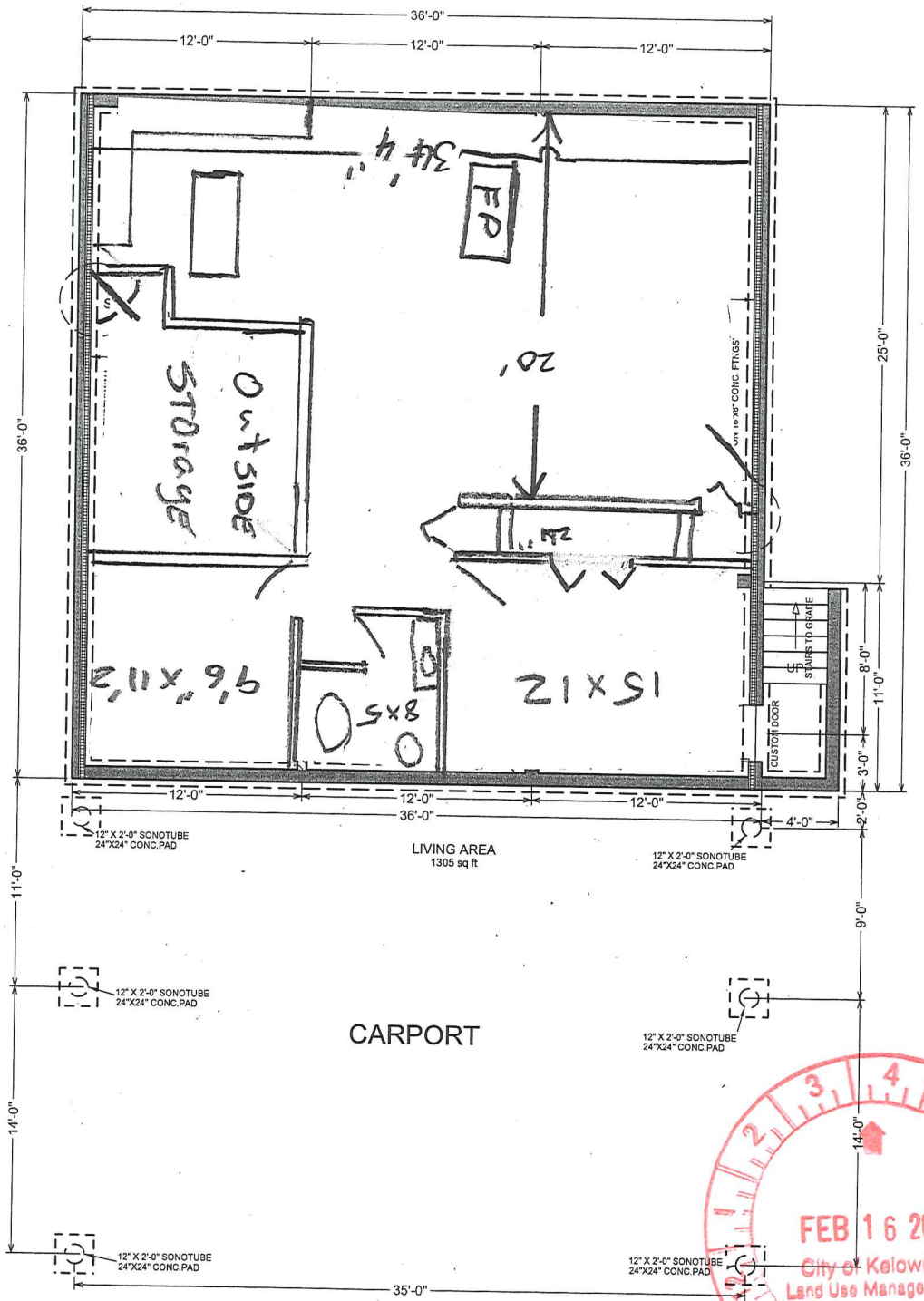
Date: December 7, 2009

Scale: 1:800

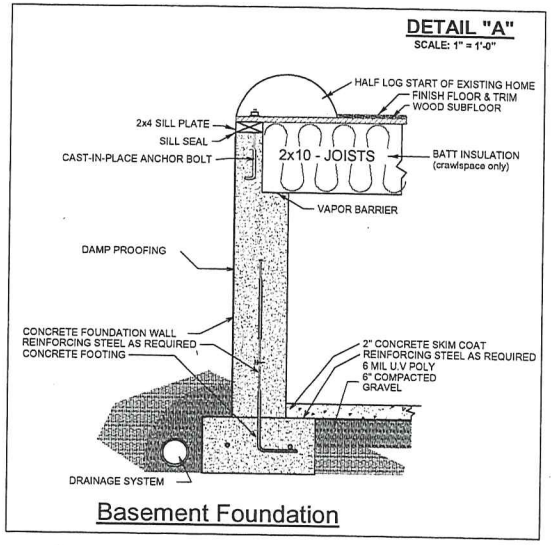
Drawn: AJD

A-1

Total A
968



FOUNDATION



Basement Foundation

Total Area
968 sq. ft

New Suite
Lay out.

REVISED PLANS

FEB 16 2010
City of Kelowna
Land Use Management

Assessment Roll Report

Disclaimer

This information is obtained from various sources and is determined as of the specific dates set out in the Assessment Act. As a result, BC Assessment cannot warrant that it is current or accurate, and provides it for your convenience only. Use of this information without verification from original sources is at your own risk.

©BC Assessment

Report Date: Dec 02, 2009 **Report Time:** 03:39:19 PM
Folio: BLANLEIL **For:** PA35748

Roll Year: 2009 **Roll Number:** 12199.066
Area: 19 **Jurisdiction:** 217
School District: 23
Neighbourhood: 260 - Southeast Kelowna
Property Address: 4439 WALLACE HILL RD KELOWNA BC V1W 4C3

Owner Name: ANDRE L BLANLEIL/EILEEN BLANLEIL **# of Owners:** 2
Owner Address: 4439 WALLACE HILL RD KELOWNA BC V1W 4C3

Document No: S14949AF
PID: 003-738-493
Legal Description: Lot B, Plan 31395, District Lot 360, Osoyoos Div of Yale Land District

2009 Value

Property Class	Improvement	Land
Residential	$235000	$496000

Total Actual Value: $731000

2008 Value

Property Class	Improvement	Land
Residential	$235000	$496000

Total Actual Value: $731000

2007 Value

Property Class	Improvement	Land
Residential	$208000	$403000

Total Actual Value: $611000

Manual Class: 0140 - 1 Sty Sfd - After 1960 - Modern Std
Actual Use: 000 - Single Family Dwelling
Tenure: 01 - Crown-Granted
ALR:
Land Dimension: 1.82 **Land Dimension Type:** Acres

Sales:

Number	Description
#1	A NON-SALE occurred on 15 Feb 1981. The document # was S14949AF.
#2	A NON-SALE occurred on 15 Nov 1980. The document # was R75572F.

Additional Owners:

No Additional Owners

Associated PIDs:

19-CO 214 & 217

SUBDIVISION PLAN OF LOT B, PLAN 26228, D. L. 360, O. D. Y. D.

PLAN NO. 31395

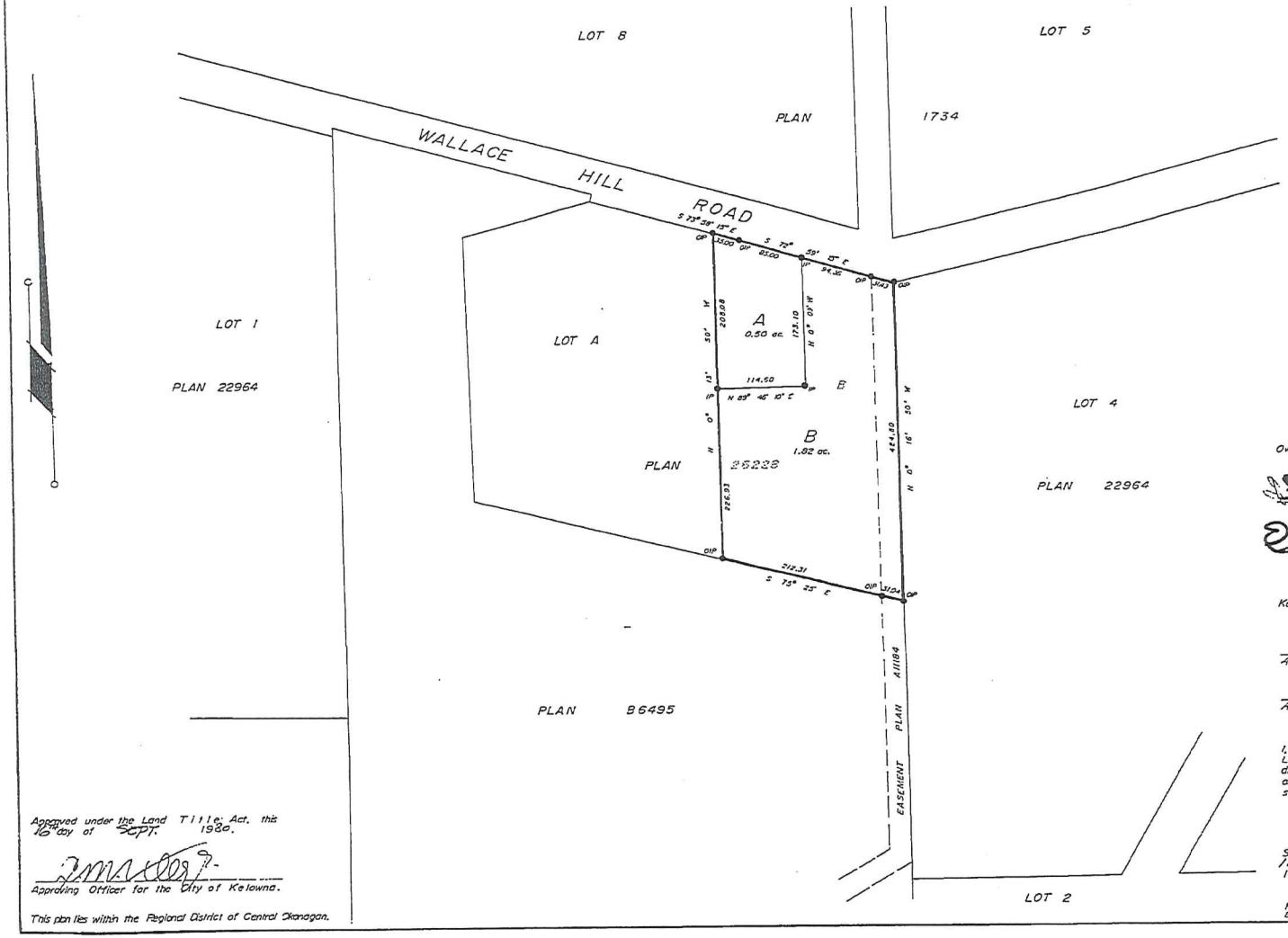
SCALE: 1 in. = 100 ft.

LEGEND:
Bearings are astronomic and are derived from Plan 26228.
● OIP — iron post found.
● IP — iron post set.

Deposited in the Land Title Office at Kamloops, B. C. this 21ST day of NOVEMBER 1980.

J C GROVES
Registrar

Per MW
27/11/80



Owners

Witness: (as to both signatures.)

M. Miwa
Occupation: Store Owner
Address: 1875 Springfield Road
Kelowna, B.C.

Kelowna & District Credit Union.

Authorized Signatory.

Authorized Signatory.

I, R. R. Runnalls, of the City of Kelowna, British Columbia Land Surveyor, make oath and say that I was present at and did personally superintend the survey represented by this plan and that the survey and plan are correct. The said survey was completed on the 21st day of February, 1977.

B.C.L.S.

Sworn before me this 10 day of SEPTEMBER 1980.

A Commissioner for taking affidavits for British Columbia.

R.R. RUNNALLS
BOX 1388

B.C. LAND SURVEYOR.
KELOWNA, B. C.

Approved under the Land Title Act, this 16th day of SEPT. 1980.

Approving Officer for the City of Kelowna.

This plan lies within the Regional District of Central Okanagan.

FILE 1954.

K17336

EASEMENT

RECEIVED
LAND REGISTRY OFFICE
KAMLOOPS

SUBSTITUTE FORM C - PARTICULARS

Nature of Charge - Right-of-Way

75 APR 18 13:48

Address of person entitled to be registered if different from that shown in instrument:

Full name, postal address and telephone number of person presenting instrument for registration:

Margaret Ann Weys,
c/o McWilliams, Bilsland, Tinker & Gurney,
Barristers and Solicitors,
301 - 1475 Ellis Street,
Kelowna, B.C.
V1Y 7N8 Telephone: 763-7333

Declared Value: $87.00

Margaret A. Weys
Signature of Agent for Grantee.

THIS INDENTURE made in duplicate the 17th day of February, in the year of our Lord one thousand nine hundred and seventy-five,

BETWEEN:

ANDRE LEON BLANLEIL, technician, of Wallace Hill Road, R.R. 3, Kelowna, in the Province of British Columbia;

(hereinafter called "the Grantor"),

OF THE FIRST PART;

Registered the 21 Day of 4 19 75 On Application Received at the time Written or Stamped On the Application.

AND:

SOUTH EAST KELOWNA IRRIGATION DISTRICT, a body corporate duly incorporated under the laws of the Province of British Columbia, and having its chief place of business at East Kelowna, in the Province of British Columbia; (hereinafter called "the Grantee"),

OF THE SECOND PART.

City
SEKID

238144
C 21490

WHEREAS:

A. The Grantor is the owner of that certain parcel or tract of land and premises situate in the City of Kelowna, in the Province of British Columbia, and more particularly described in Schedule 'A' hereto (hereinafter referred to as "the Grantor's land");

B. The Grantee is an Improvement District organized for

ANDREWS & COMPANY
BARRISTERS & SOLICITORS
STE 300 - 153 SEYMOUR ST.
KAMLOOPS, B.C.

3315 0005.00 - 2

the purpose of supplying water pursuant to the Water Act of British Columbia, being Chapter 405 of the Revised Statutes of British Columbia, 1960, and amendments thereto;

C. The Grantor has agreed to grant to the Grantee an Easement and Right-of-Way for the purpose of laying down and maintaining a water pipeline and ancillary equipment;

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the sum of EIGHTY-SEVEN----------

Dollars, now paid by the Grantee to the Grantor (the receipt whereof is hereby acknowledged by the Grantor) and in consideration of the mutual covenants and conditions hereinafter set forth, the Grantor DOES HEREBY GRANT AND CONVEY unto the Grantee, its successors and assigns forever in perpetuity the Easement rights and Right-of-Way hereinafter set forth over all that portion of the Grantor's land outlined in red on a plan of Easement and Right-of-Way registered in the Land Registry Office at the City of Kamloops, in the Province of British Columbia, under No. A11184 (hereinafter referred to as "the Easement Area"), that is to say, the right, licence, liberty, privilege, right-of-way and easement in, over and upon such part of the Easement Area as may be reasonably necessary for the laying down, construction, operation, maintenance, inspection and removal, replacement, reconstruction and repair of a water pipeline, together with all structures and other equipment and appurtenances as may be necessary or convenient in connection therewith, and together with the right of ingress, egress and regress over the Easement Area for the Grantee, its servants, agents and contractors, with vehicles, supplies and equipment, and for all purposes useful or convenient in connection with or incidental to the exercise and enjoyment of the said rights and privileges herein granted.

IT IS MUTUALLY COVENANTED AND AGREED by and between the Grantor and the Grantee as follows:

1. The Grantor covenants and agrees with the Grantee that the Grantor will not construct or maintain any embankment, fill or any building or any structure of any kind whatsoever which shall occupy any portion of the Easement Area including the sub-soil thereof, other than a boundary fence and other than

as may be necessary for a private roadway crossing the Easement Area, and neither such boundary fence nor such roadway crossing shall interfere with the present or future utilization of the rights herein granted by the Grantor to the Grantee. In the event that the Grantor shall erect a boundary fence within the Easement Area, the Grantor shall provide therein a gate sufficient in width to permit the Grantee and its vehicles to pass along the Easement Area.

2. The Grantee covenants and agrees with the Grantor that it will cause any such water pipeline and ancillary equipment to be erected, installed and constructed, replaced and repaired in a firm and substantial and proper and workmanlike manner so as to do as little injury as possible to the Easement Area, and also will fill up all holes caused by such work and restore the surface of the ground as far as may be reasonably possible to its original condition, and also will repair or replace as the circumstances may require any boundary fence situate in the Easement Area which it may have to take down in the course of its work.

3. Notwithstanding any rule of law or equity, any and all chattels hereinafter installed by the Grantee on the Easement Area shall be and shall remain chattels and shall at all times remain the property of the Grantee notwithstanding that the same may be annexed or affixed to the freehold, and shall at any time and from time to time be removable in whole or in part by the Grantee, its successors or assigns.

4. The rights granted herein shall include the right to construct, maintain and operate and remove and replace drips, valves, fittings, meters, man-holes, chlorinator stations and other equipment that may be necessary for supporting and carrying the same and shall carry with it the privileges and

right to inspect and keep free from brush, trees, growth, and other obstructions, and also shall include the right to construct and maintain a road along or beside the pipeline within the Easement Area, and for all such purposes to have access to and to enter upon the Easement Area, SUBJECT ALWAYS to the exercise of such privileges and rights in a good and workmanlike and reasonable manner so as to interfere as little as possible with the use of the Easement Area for other purposes.

5. The rights herein granted shall not in any way interfere with the full enjoyment of the Easement Area by the owner thereof or those claiming through or under him; save as aforesaid, and as may be necessary for the purposes herein expressed.

6. Should any difficulties or disputes arise at any time between the parties hereto as to the construction of this Indenture or in reference to any matter arising out of this Indenture or in purported compliance therewith such difference or dispute shall be referred to the arbitration of three arbitrators, one to be appointed by the Grantor, one to be appointed by the Grantee and these two to select a third and the award of the said arbitrators or any two of them shall be conclusive between the parties hereto and the arbitration shall in all respects be governed by the Arbitration Act. PROVIDED ALWAYS that any person or company desiring an arbitration shall first deposit the sum of Two hundred ($200.00) Dollars in any chartered bank in Kelowna, British Columbia, to the joint credit of the Grantor and Grantee to be used to defray the cost of such arbitration, provided the same shall be awarded against such company or person desiring the arbitration.

7. The rights, liberties and easements hereby granted are and shall be of the same force and effect to all intents and purposes as a covenant running with the land, and this Indenture, including all the covenants and conditions herein contained, shall extend to and be binding upon and enure to the

benefit of the heirs, executors, administrators, successors and assigns of the parties hereto respectively and, whenever the singular or masculine is used, it shall be construed as if the plural or feminine or the neuter, as the case may be, had been used where the context or the party or parties hereto so require, and the rest of the sentence shall be construed as if the grammatical and terminological change thereby rendered necessary had been made.

IN WITNESS WHEREOF the Grantor has hereunto set his hand and seal (or in the case of a corporation, the Grantor has hereunto caused its corporate seal to be hereunto affixed by its proper officer or officers duly authorized in that behalf) and the Grantee has caused its corporate seal to be hereunto affixed by its proper officer or officers duly authorized in that behalf the day and year first above written.

SIGNED, SEALED AND DELIVERED by the Grantor in the presence of:

Sharon A. Laughlin
Kelowna, B.C
Stenographer

ANDRE LEON BLANLEIL

THE CORPORATE SEAL of the Grantor was hereunto affixed in the presence of:

THE CORPORATE SEAL of the Grantee was hereunto affixed in the presence of:

per K. B. Day CHAIRMAN
per W. G. Foxberg SECRETARY

THIS IS SCHEDULE 'A' REFERRED TO
IN THE AGREEMENT DATED THE 17TH DAY
OF FEBRUARY, 1975, BETWEEN ANDRE
LEON BLANLEIL, AS GRANTOR, and
SOUTH EAST KELOWNA IRRIGATION DISTRICT,
AS GRANTEE.

The lands and premises of the Grantor referred to in the said Agreement and in particular in recital A. thereof as the Grantor's land are as follows:

1. Lot Two (2), District Lot Three Hundred and Sixty (360), Osoyoos Division Yale District, Plan Twelve Thousand Five Hundred and Twenty-six (12526), in the City of Kelowna and South East Kelowna Irrigation District.

PARK STATIONERS & PRINTERS LTD.
Law and Commercial Stationers
Vancouver, B.C.
FORM NO. 208 ACKNOWLEDGMENT OF OFFICER OF A CORPORATION.

Acknowledgment of Officer of a Corporation

I HEREBY CERTIFY that, on the 16TH day of APRIL, 1975, at the City of Kelowna, in the Province of British Columbia, HELEN ELIZABETH POSBERY ~~whose identity has been proved by the evidence on oath of~~ who is personally known to me, appeared before me and acknowledged to me that he is the SECRETARY of SOUTH EAST KELOWNA IRRIGATION DISTRICT, and that he is the person who subscribed his name to the annexed instrument as SECRETARY of the said SOUTH EAST KELOWNA IRRIGATION DISTRICT and affixed the seal of the said SOUTH EAST KELOWNA IRRIGATION DISTRICT to the said Instrument, that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said Instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of British Columbia.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at the City of Kelowna, in the Province of British Columbia, this 16TH day of APRIL, one thousand nine hundred and seventy-five.

A Notary Public in and for the Province of British Columbia.
A Commissioner for taking Affidavits for British Columbia.

NOTE—WHERE THE PERSON MAKING THE ACKNOWLEDGMENT IS PERSONALLY KNOWN TO THE OFFICER TAKING THE SAME, STRIKE OUT THE WORDS IN BRACKETS.

PARK STATIONERS & PRINTERS LTD.
Law and Commercial Stationers
Vancouver, B.C.
Form No. 207 Affidavit of Witness.

Affidavit of Witness

PROVINCE OF BRITISH COLUMBIA
TO WIT:

I, Sharon Aletha Laughlin, of the City of Kelowna, in the Province of British Columbia, make oath and say:

1. I was personally present and did see the within instrument duly signed and executed by ANDRE LEON BLANLEIL, the party thereto, for the purposes named therein.
2. The said instrument was executed at Kelowna, British Columbia.
3. I know the said party, and that he is of the full age of nineteen years.
4. I am the subscribing witness to the said instrument and am of the full age of sixteen years.

Sworn before me at Kelowna, in the Province of British Columbia, this 1st day of April, 1975.

Sharon A. Laughlin

A Notary Public in and for the Province of British Columbia.
A Commissioner for taking Affidavits for British Columbia.