

**City of Kelowna**  
**Regular Council Meeting**  
**AGENDA**



Monday, January 16, 2023  
1:30 pm  
Council Chamber  
City Hall, 1435 Water Street

**Pages**

**1. Call to Order**

I would like to acknowledge that we are gathered today on the traditional, ancestral, unceded territory of the syilx/Okanagan people.

This Meeting is open to the public and all representations to Council form part of the public record. A live audio-video feed is being broadcast and recorded on kelowna.ca.

**2. Confirmation of Minutes**

3 - 9

PM Meeting - January 9, 2023

**3. Development Application Reports & Related Bylaws**

**3.1 Supplemental Report – Rezoning Bylaw Reading Consideration**

10 - 11

To give Bylaw No. 12473 first reading for a rezoning application for the subject property.

**3.2 Hewetson Ct 949 - BL12473 (Z22-0042) - Upper Mission Development Inc., Inc.No. BC1224405**

12 - 12

To give Bylaw No. 12473 first reading in order to rezone the subject property from the RU1 – Large Lot Housing zone to the MF2 – Townhouse Housing zone.

**3.3 McCarthy Rd 9640 - BL12433 (Z22-0038) - Nicola Va (9640 McCarthy) Nominee Inc., Inc.No. BC1333757**

13 - 13

To adopt Bylaw No.12433 in order to rezone the subject property from the I2 – General Industrial zone and the I3 – Heavy Industrial zone to the I2 – General Industrial zone.

**3.4 McCarthy Rd 9640 - DP22-0133 - Nicola Va (9640 McCarthy) Nominee Inc., Inc.No. BC1333757**

14 - 56

To issue a Development Permit for the form and character of two new industrial buildings on the subject property.

<b>4.</b>	<b>Non-Development Reports &amp; Related Bylaws</b>	
4.1	<b>2022 Budget Amendment, ICBC Road Improvement Program</b>	57 - 59
	To amend the 2022 Financial Plan to reflect ICBC's Road Safety Improvement Program contributions.	
4.2	<b>Revitalization Tax Exemption and Housing Agreements for Purpose Built Rental Housing - Winter 2022</b>	60 - 184
	To approve three Revitalization Tax Exemption Agreements and two Housing Agreement Bylaws in accordance with Revitalization Tax Exemption Bylaw No. 9561.	
4.3	<b>BL12471 - Housing Agreement Authorization Bylaw - 155 Bryden Road</b>	185 - 192
	To give Bylaw No. 12471 first, second and third reading.	
4.4	<b>BL12472 - Housing Agreement Authorization Bylaw - 2241 Springfield Road</b>	193 - 200
	To give Bylaw No. 12472 first, second and third reading.	
<b>5.</b>	<b>Resolutions</b>	
5.1	<b>Draft Resolution, re: SILGA Executive</b>	201 - 201
<b>6.</b>	<b>Mayor and Councillor Items</b>	
<b>7.</b>	<b>Termination</b>	



**City of Kelowna  
Regular Council Meeting  
Minutes**

Date: Monday, January 9, 2023  
 Location: Council Chamber  
 City Hall, 1435 Water Street

Members Present Mayor Tom Dyas\*, Councillors Ron Cannan, Maxine DeHart, Charlie Hodge, Gord Lovegrove, Mohini Singh, Luke Stack, Rick Webber and Loyal Wooldridge

Staff Present City Manager, Doug Gilchrist; Deputy City Clerk, Laura Bentley; City Clerk, Stephen Fleming; Divisional Director, Planning & Development Services, Ryan Smith\*; Development Planning Department Manager, Terry Barton\*; Community Planning & Development Manager, Dean Strachan\*; Planner, Tyler Caswell\*; Grants & Special Projects Manager, Michelle Kam\*

Staff participating Remotely Legislative Coordinator (Confidential), Arlene McClelland

(\* Denotes partial attendance)

**1. Call to Order**

Mayor Dyas called the meeting to order at 1:32 p.m.

I would like to acknowledge that we are gathered today on the traditional, ancestral, unceded territory of the syilx/Okanagan people.

This Meeting is open to the public and all representations to Council form part of the public record. A live audio-video feed is being broadcast and recorded on kelowna.ca and a delayed broadcast is shown on Shaw Cable.

**2. Confirmation of Minutes**

Moved By Councillor Wooldridge/Seconded By Councillor Lovegrove

R0003/23/01/09 THAT the Minutes of the Regular Meetings of December 5, 2022 be confirmed as circulated.

Carried

**3. Development Application Reports & Related Bylaws**

3.1 Hedeman Ct 5399 - Z22-0066 (BL12467) - Hedeman Property Holding Corp., Inc. No. BC1122411

Staff:

- Displayed a PowerPoint Presentation summarizing the application and responded to questions from Council.

Moved By Councillor Cannan/Seconded By Councillor Hodge

**R0004/23/01/09** THAT Rezoning Application No. Z22-0066 to amend the City of Kelowna Zoning Bylaw No. 12375 by changing the zoning classification of Lot A Section 23 Township 28 SDYD Plan 38762, located at 5399 Hedeman Court, Kelowna, BC from the RU1 – Large Lot Housing zone to the RU1c – Large Lot Housing with Carriage House zone, be considered by Council.

**Carried**

**3.2 Dougall Rd N 285 305 McIntosh Rd 365 - Z22-0063 (BL 12468) - 285 Dougall Rd Development Ltd., Inc. No. 1348727**

Staff:

- Displayed a PowerPoint Presentation summarizing the application and responded to questions from Council.

Moved By Councillor Stack/Seconded By Councillor DeHart

**R0005/23/01/09** THAT Rezoning Application No. Z22-0063 to amend the City of Kelowna Zoning Bylaw No. 12375 by changing the zoning classification of:

- Lot 16 Section 26 Township 26 ODYD Plan 9924, located at 285 Dougall Rd N, Kelowna, BC;
- Lot 17 Section 26 Township 26 ODYD Plan 9924, located at 305 Dougall Rd N, Kelowna, BC;
- Lot 18 Section 26 Township 26 ODYD Plan 9924, located at 365 McIntosh Rd, Kelowna, BC;

from the UC4 – Rutland Urban Centre zone to the UC4r – Rutland Urban Centre (Rental Only) zone, be considered by Council;

AND THAT final adoption of the Rezoning Bylaw be considered subsequent to the outstanding conditions of approval as set out in Attachment "A" attached to the Report from the Development Planning Department dated January 9, 2023;

AND THAT final adoption of the Rezoning Bylaw be considered subsequent to the approval of the Ministry of Transportation and Infrastructure;

AND FURTHER THAT final adoption of the Rezoning Bylaw be considered in conjunction with Council's consideration of a Development Permit for the subject property.

**Carried**

**3.3 Lakeshore Rd 4371 - Z22-0062 (BL12469) - Yong Zhang**

Staff:

- Displayed a PowerPoint Presentation summarizing the application and responded to questions from Council.

Moved By Councillor Cannan/Seconded By Councillor Hodge

**R0006/23/01/09** THAT Rezoning Application No. Z22-0062 to amend the City of Kelowna Zoning Bylaw No. 12375 by changing the zoning classification of Lot 4 District Lot 358 ODYD

Plan 9564, located at 4371 Lakeshore Road, Kelowna, BC from the RU<sub>1</sub> – Large Lot Housing zone to the RU<sub>4</sub> – Duplex Housing zone, be considered by Council;

AND THAT final adoption of the Rezoning Bylaw be considered subsequent to the outstanding conditions of approval as set out in Attachment "A" attached to the Report from the Development Planning Department dated January 9, 2023;

AND FURTHER THAT final adoption of the Rezoning Bylaw be considered subsequent to the issuance of a Preliminary Layout Review Letter by the Approving Officer.

**Carried**

### **3.4 Turner Rd 4346 - Z22-0065 (BL12470) - Paul and Leah Williams**

Staff:

- Displayed a PowerPoint Presentation summarizing the application and responded to questions from Council.

Moved By Councillor Stack/Seconded By Councillor Wooldridge

**R0007/23/01/09** THAT Rezoning Application No. Z22-0065 to amend the City of Kelowna Zoning Bylaw No. 12375 by changing the zoning classification of Lot D District Lot 358 ODYD PLAN 18499, located at 4346 Turner Road, Kelowna, BC from the RU<sub>1</sub> – Large Lot Housing zone to the RU<sub>2c</sub> – Medium Lot Housing with Carriage House zone, be considered by Council;

AND THAT final adoption of the Rezoning Bylaw be considered subsequent to the outstanding conditions of approval as set out in Attachment "A" attached to the Report from the Development Planning Department dated January 9, 2023.

**Carried**

### **3.5 Hewetson Ct 949 - Z22-0042 (BL 12473) - Upper Mission Development Inc., Inc. No. BC1224405**

Mayor Dyas declared a conflict of interest due to the applicant being a client and previously conducting business with the Mayor and departed the meeting at 1:44 p.m.

Deputy Mayor Hodge took over chairing the meeting at 1:44 p.m.

Staff:

- Displayed a PowerPoint Presentation summarizing the application and responded to questions from Council.

Moved By Councillor Singh/Seconded By Councillor Wooldridge

**R0008/23/01/09** THAT Rezoning Application No. Z22-0042 to amend the City of Kelowna Zoning Bylaw No. 12375 by changing the zoning classification of Lot 1 District Lot 579 SDYD Plan EPP77194, located at 949 Hewetson Court, Kelowna, BC from the RU<sub>1</sub> – Large Lot Housing zone to the MF<sub>2</sub> – Townhouse Housing zone, be considered by Council;

AND THAT the Rezoning Bylaw be forwarded to Public Hearing for further consideration;

AND THAT final adoption of the Rezoning Bylaw be considered subsequent to the outstanding conditions of approval as set out in Attachment "A" attached to the Report from the Development Planning Department dated January 9, 2023;

AND THAT final adoption of the Rezoning Bylaw be considered subsequent to issuance of a Natural Environment and Hazardous Condition Development Permit(s);

AND FURTHER THAT final adoption of the Rezoning Bylaw be considered in conjunction with Council's consideration of a Form and Character Development Permit for the subject property.

**Carried**

Mayor Dyas returned to the meeting at 2:04 p.m. and resumed chairing the meeting.

### **3.6 Rezoning Bylaws Supplemental Report to Council**

Staff:

- Commented on additional correspondence received following publication of the Agenda.
- Confirmed that the reading of the six bylaws could be considered together.

Council:

- Commented on correspondence received for Item 3.7.3 on Eastbourne Rd 625 - BL12462 and requested that the bylaw be considered separately.

### **3.7 Rezoning Applications**

- 3.7.1 Hemlock Rd 645 - BL12459 (Z22-0058) - Aumol Properties Limited, Inc. No. BC1145527
- 3.7.2 Berk Crt 662 - BL12461 (Z22-0054) - Siyu Li
- 3.7.4 Kneller Road 115, 175 - BL12463 (Z22-0014) - Okanagan Metis & Aboriginal Society
- 3.7.5 Kneller Road 175, 235, 239 & Kneller Court 1161 - BL12464 (Z22-0013) - OKMAHS & PRHC
- 3.7.6 Welke Rd 699 - BL12465 (Z22-0050) - Yixian and Qian Liu

Moved By Councillor DeHart/Seconded By Councillor Stack

**R0009/23/01/09** THAT Bylaw Nos. 12459, 12461, 12463, 12464 and 12465 be read a first, second and third time.

**Carried**

Council:

- Commented on correspondence received for Item 3.7.2 on Berk Crt 662 - BL12461 and requested the bylaw be considered separately.

Moved By Councillor DeHart/Seconded By Councillor Webber

**R0014/23/01/09** THAT Council rescind first, second and third reading for Bylaw Nos. 12459, 12461, 12463, 12464 and 12465.

**Carried**

Moved By Councillor DeHart/Seconded By Councillor Stack

**R0015/23/01/09** THAT Bylaw Nos. 12459, 12463, 12464 and 12465 be read a first, second and third time.

**Carried**

**3.7.2 Berk Crt 662 - BL12461 (Z22-0054) - Siyu Li**

Moved By Councillor Cannan/Seconded By Councillor Lovegrove

R0016/23/01/09 THAT Bylaw No. 12461 be given first reading and advanced to a Public Hearing.

Carried

**3.7.3 Eastbourne Rd 625 - BL12462 (Z22-0067) - Anthony and Kristen Kuchma**

Moved By Councillor Cannan/Seconded By Councillor Lovegrove

R0017/23/01/09 THAT Bylaw No. 12462 be given first reading and advanced to a Public Hearing.

Defeated

Mayor Dyas, Councillors DeHart, Singh, Stack, Webber and Wooldridge - Opposed

Moved By Councillor Cannan/Seconded By Councillor Lovegrove

R0018/23/01/09 THAT Bylaw No. 12462 be given first, second and third reading.

Carried

**4. Bylaws for Adoption (Development Related)**

**4.1 Upper Mission Dr 5548 - BL12442 (OCP21-0015) - Calcan Investments Inc., Inc. No. BC0383776**

Moved By Councillor Stack/Seconded By Councillor DeHart

R0019/23/01/09 THAT Bylaw No. 12442 be adopted.

Carried

**4.2 Upper Mission Dr 5548 - BL12443 (Z21-0051) - Calcan Investments Inc., Inc. No. BC0383776**

Moved By Councillor Stack/Seconded By Councillor DeHart

R0020/23/01/09 THAT Bylaw No. 12443 be adopted.

Carried

Councillor Lovegrove - Opposed

**4.3 Kloppenburg Rd 1760 - BL12445 (Z22-0055) - Ryan Kuchma and Rebekah Kuchma**

Moved By Councillor Wooldridge/Seconded By Councillor Webber

R0021/23/01/09 THAT Bylaw No. 12445 be adopted.

Carried

**4.4 HWY 97 N 2592 - BL12457 (Z22-0069) - 647700 BC Ltd., Inc. No. 647700**

Moved By Councillor Webber/Seconded By Councillor Wooldridge

R0022/23/01/09 THAT Bylaw No. 12457 be adopted.

Carried

## 5. Non-Development Reports & Related Bylaws

### 5.1 Pandosy Waterfront Park Grants

Staff:

- Displayed a PowerPoint Presentation summarizing the grants received and responded to questions from Council.

Moved By Councillor DeHart/Seconded By Councillor Wooldridge

**R0023/23/01/09** THAT Council receives, for information, the report from the Partnerships Office dated January 9, 2023, with respect to the Pandosy Waterfront Park Grants received.

AND THAT the 2022 Financial Plan be amended to include the receipt of funds.

Carried

## 6. Resolutions

### 6.1 Deputy City Clerk, Draft Resolution, re: Deputy Mayor Schedule 2022-2026

Staff:

- Presented the Deputy Mayor schedule for the 2022-2026 Council term.

Moved By Councillor Wooldridge/Seconded By Councillor Hodge

**R0024/23/01/09** THAT the Deputy Mayor Schedule for the City of Kelowna Municipal Council 2022-2026 term be as follows:

**DEPUTY MAYOR:**

Charlie Hodge	November 30, 2022 to May 31, 2023
Mohini Singh	June 1, 2023 to November 29, 2023
Loyal Wooldridge	November 30, 2023 to May 31, 2024
Ron Cannan	June 1, 2024 to November 29, 2024
Gord Lovegrove	November 30, 2024 to May 31, 2025
Luke Stack	June 1, 2025 to November 29, 2025
Rick Webber	November 30, 2025 to May 31, 2026
Maxine DeHart	June 1, 2026 to November 2, (Inaugural meeting) 2026

Carried

## 7. Bylaws for Adoption (Non-Development Related)

### 7.1 BL12466 - Amendment No. 2 to Development Application & Heritage Procedures Bylaw No. 12310

Moved By Councillor Hodge/Seconded By Councillor Lovegrove

**R0025/23/01/09** THAT Bylaw No. 12466 be adopted.

Carried

## 8. Mayor and Councillor Items

Mayor Dyas:

- Spoke to their attendance at the Ukrainian Christmas celebration Saturday evening.



Councillor Singh:

- Thanked the Mayor for attending the Sikh Temple celebration on Sunday.

Councillor Wooldridge:

- Encouraged citizens to support the annual Dine Around culinary experience in Kelowna and area restaurants that begins January 18th.
- Spoke to the Local Government Leadership Academy (LGLA).

Moved By Councillor Singh/Seconded By Councillor Lovegrove

**Ro026/23/01/09** THAT Council authorizes \$472.50 per participant for any member of Council who wishes to attend the 2023 LGLA in Kelowna, B.C., from March 1 to 3, 2023.

**Carried**

Councillor Webber:

- Spoke to their attendance at the first Downtown Kelowna Association (DKA) meeting of the year.

Councillor Hodge:

- Looking forward to representing Council with Tourism Kelowna.
- Acknowledged staff completing snow clearing operations.

Councillor Stack:

- Will be bringing forward a Notice of Motion to amend the Future Land Use designation of 480 Penno Road from Industrial to Recreational with background information.

Councillor Cannan:

- Commented on the Ukrainian Christmas event.
- Acknowledged Festivals Kelowna New Year's celebration.

**9. Termination**

This meeting was declared terminated at 2:40 p.m.

\_\_\_\_\_  
Mayor Dyas

/acm

\_\_\_\_\_  
Deputy City Clerk

# Report to Council



**Date:** January 16, 2023  
**To:** Council  
**From:** City Manager  
**Department:** Office of the City Clerk  
**Subject:** Supplemental Report – Rezoning Bylaw Reading Consideration

---

**Recommendation:**

THAT Council receives, for information, the Supplemental Report from the Office of the City Clerk dated January 16, 2023 regarding a Rezoning Bylaw that requires reading consideration;

AND THAT the Rezoning Application Z22-0042, located at 949 Hewetson Court, Kelowna, BC be forwarded to a Public Hearing for further consideration;

**Purpose:**

To give Bylaw No. 12473 first reading for a rezoning application for the subject property.

**Background:**

Council considered a rezoning application at 949 Hewetson Court on January 9, 2023 and forwarded the rezoning bylaw to a public hearing. The corresponding bylaw must be given first reading consideration prior to the public hearing.

*Previous Council Resolution*

Resolution	Date
<p>THAT Rezoning Application No. Z22-0042 to amend the City of Kelowna Zoning Bylaw No. 12375 by changing the zoning classification of Lot 1 District Lot 579 SDYD Plan EPP77194, located at 949 Hewetson Court, Kelowna, BC from the RU1 – Large Lot Housing zone to the MF2 – Townhouse Housing zone, be considered by Council;</p> <p>AND THAT the Rezoning Bylaw be forwarded to Public Hearing for further consideration;</p>	<p>January 9, 2023</p>

<p>AND THAT final adoption of the Rezoning Bylaw be considered subsequent to the outstanding conditions of approval as set out in Attachment "A" attached to the Report from the Development Planning Department dated January 9, 2023;</p> <p>AND THAT final adoption of the Rezoning Bylaw be considered subsequent to issuance of a Natural Environment and Hazardous Condition Development Permit(s);</p> <p>AND FURTHER THAT final adoption of the Rezoning Bylaw be considered in conjunction with Council's consideration of a Form and Character Development Permit for the subject property.</p>	
---	--

**Legal/Statutory Procedural Requirements:**  
*Local Government Act* section 465(1) A public hearing referred to in section 464 must be held after first reading of the bylaw and before third reading.

**Considerations not applicable to this report:**

- Legal/Statutory Authority:**
- Existing Policy:**
- Financial/Budgetary Considerations:**
- External Agency/Public Comments:**
- Communications Comments:**

Submitted by: P Selzer, Legislative Technician

**Approved for inclusion:** S. Fleming, City Clerk

cc: Development Planning

# CITY OF KELOWNA

## BYLAW NO. 12473

Z22-0042

### 949 Hewetson Court

---

A bylaw to amend the "City of Kelowna Zoning Bylaw No. 12375".

The Municipal Council of the City of Kelowna, in open meeting assembled, enacts as follows:

1. THAT City of Kelowna Zoning Bylaw No. 12375 be amended by changing the zoning classification of Lot 1 District Lot 579 SDYD Plan EPP77194, located on Hewetson Court, Kelowna, BC, from the RU1 – Large Lot Housing zone to the MF2 – Townhouse Housing zone;
2. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first time by the Municipal Council this

Considered at a Public Hearing on the

Read a second and third time by the Municipal Council this

Adopted by the Municipal Council of the City of Kelowna this

---

Mayor

---

City Clerk

**CITY OF KELOWNA**

**BYLAW NO. 12433**

**Z22-0038**

**9640 McCarthy Road**

---

A bylaw to amend the "City of Kelowna Zoning Bylaw No. 12375".

The Municipal Council of the City of Kelowna, in open meeting assembled, enacts as follows:

1. THAT City of Kelowna Zoning Bylaw No. 12375 be amended by changing the zoning classification of Lot 1 Sections 10 and 11 Township 20 ODYD, Plan EPP91012 located on McCarthy Road, Kelowna, BC from the I2 – General Industrial zone and the I3 – Heavy Industrial zone to the I2 – General Industrial zone.
2. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first, second and third time by the Municipal Council this 14<sup>th</sup> day of November, 2022.

Approved under the Transportation Act this 17<sup>th</sup> day of November, 2022.

Audrie Henry

---

(Approving Officer – Ministry of Transportation)

Adopted by the Municipal Council of the City of Kelowna this

---

Mayor

---

City Clerk

# REPORT TO COUNCIL



**Date:** January 16<sup>th</sup>, 2023  
**To:** Council  
**From:** City Manager  
**Department:** Development Planning

**Application:** DP22-0133  
**Owner:** Nicola Va (9640 McCarthy)  
Nominee Inc., Inc.No.  
BC1333757

**Address:** 9640 McCarthy Road  
**Applicant:** PC Urban Properties Corp.

**Subject:** Development Permit

**Existing OCP Designation:** IND - Industrial

**Existing Zone:** I2 – General Industrial

---

## 1.0 Recommendation

THAT final adoption of Rezoning Bylaw No. 12433 be considered by Council;

AND THAT Council authorizes the issuance of Development Permit No. DP22-0133 for Lot 1 Sections 10 and 11 Township 20 ODYD Plan EPP91012, located at 9640 McCarthy Road, Kelowna, BC subject to the following:

1. The dimensions and siting of the building to be constructed on the land in accordance with Schedule "A",
2. The exterior design and finish of the building to be constructed on the land in accordance with Schedule "B",
3. Landscaping to be provided on the land in accordance with Schedule "C",
4. 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 THAT the applicant be required to complete the above noted conditions of Council's approval of the Development Permit Application in order for the permits to be issued;

AND THAT issuance of the Development Permit be considered subsequent to approval of the Ministry of Transportation and Infrastructure;

AND FURTHER THAT this Development Permit is valid for two (2) years from the date of Council approval, with no opportunity to extend.

**Purpose**

To issue a Development Permit for the form and character of two new industrial buildings on the subject property.

**2.0 Development Planning**

Staff support the proposed Development Permit for the form and character of two new industrial buildings. The proposal meets the majority of the Official Community Plan (OCP) Form and Character Development Permit Guidelines including building siting, materials and colours and landscaping. Based on fit with the Development Permit guidelines staff believe the buildings will fit will into the neighbourhood.

**3.0 Proposal**

**3.1 Project Description**

The Development Permit Application is for the form and character of two new industrial buildings that will both be two-storeys in height and contain 37 commercial units in total. The total gross floor area will be 9,834m<sup>2</sup> and will be accessed off McCarthy Road and have a pedestrian/cyclist access onto the Rail Trail. The units will have include office, manufacturing and warehouse space and will meet all of the development regulations of the I2 – General Industrial zone.

The proposal includes several materials including white, light grey and dark grey tilt-up concrete panels, white Aluminum Composite Material (ACM) panels and glazing with black aluminium frames. The form and character meets the majority of the OCP Development Permit Guidelines. The proposal also includes landscaping throughout the site including landscape islands, which break up parking areas, as well as landscape buffers on McCarthy Road and the rear lot line adjacent to the Rail Trail. If the application is successful, due to its size (over 4,500m<sup>2</sup>) the Development Permit is required to be signed off by the Ministry of Transportation and Infrastructure prior to issuance.

**3.2 Site Context**

The subject property is in the Gateway Region of Kelowna and is located on McCarthy Road, near the intersection with Beaver Lake Road. The surrounding area is zoned I2 – General Industrial and I3 – Heavy Industrial. The property also borders the Rail Trail and lands within the District of Lake Country.

Specifically, adjacent land uses are as follows:

Orientation	Zoning	Land Use
North	I3 – Heavy Industrial	Warehousing
East	District of Lake Country	Agriculture
South	I2 – General Industrial	Cannabis Production Facility
West	I2 – General Industrial	Rail Trail / Warehousing

**Subject Property Map: 9640 McCarthy Road**



**3.3 Zoning Analysis Table**

Zoning Analysis Table		
CRITERIA	I2 ZONE REQUIREMENTS	PROPOSAL
Existing Lot/Subdivision Regulations		
Min. Lot Area	4,000m <sup>2</sup>	15,392m <sup>2</sup>
Min. Lot Width	40.0m	102.13m
Min. Lot Depth	35.0m	155.43m
Development Regulations		
Max. Floor Area Ratio	1.5	0.64
Max. Site Coverage (buildings)	60%	43%
Max. Site Coverage (buildings, parking, driveways)	90%	90%
Max. Height	14.0m	10.11m
Min. Front Yard	2.0m	25.42m
Min. Side Yard (south)	0.0m	1.52m
Min. Side Yard (north)	0.0m	16.06m
Min. Rear Yard	0.0m	22.04m
Other Regulations		
Min. Parking Requirements	142 (+75 covenant)	217
Min. Bicycle Parking	5 spaces	5 spaces
Min. Loading Space	5 spaces	3 spaces + 37 unit loading spaces



**4.0 Current Development Policies**

<b>Objective 6.44 Support the continued development of industrial lands.</b>	
Policy 6.4.2. Jim Bailey / Beaver Lake Industrial Lands.	Encourage the development of the industrial lands in the vicinity of Jim Bailey Road and Beaver Lake Road, recognizing the unique role that the area plays as a large-scale industrial area, by undertaking the following: <ul style="list-style-type: none"> <li>• Encouraging heavy/large formal industrial uses in this area, such as manufacturing and warehousing that may not transition well into other Kelowna neighbourhoods;</li> <li>• Discouraging the creation of small lot industrial properties;</li> <li>• Discouraging integration of residential uses; and</li> <li>• Planning for and coordinating the provision of utility and transportation infrastructure to service industrial growth.</li> </ul>
<b>Objective 6.8 Ensure a compatible urban-rural interface.</b>	
Policy 6.8.3. Urban-Rural Buffers	Where a property is adjacent to the ALR, ensure that development limits associated negative impacts on adjacent agricultural operations by including appropriate buffers, setbacks, and site planning, consistent with the Farm Protection Guidelines.

**5.0 Application Chronology**

Date of Application Received: June 15<sup>th</sup>, 2022  
 Date Public Consultation Completed: July 25<sup>th</sup>, 2022

**Report prepared by:** Tyler Caswell, Planner I  
**Reviewed by:** Dean Strachan, Community Planning & Development Manager  
**Reviewed by:** Terry Barton, Development Planning Department Manager  
**Approved for Inclusion:** Ryan Smith, Divisional Director, Planning & Development Services

**Attachments:**

Attachment A: Draft Development Permit DP22-0133  
     Schedule A: Site Plan and Floor Plans  
     Schedule B: Elevations  
     Schedule C: Landscape Plan  
 Attachment B: OCP Form and Character Development Permit Guidelines

# Development Permit

DP22-0133



This permit relates to land in the City of Kelowna municipally known as

**9640 McCarthy Road**

and legally known as

**Lot 1 Sections 10 and 11 Township 20 ODYD Plan EPP91012**

and permits the land to be used for the following development:

**General Industrial**

The present owner and any subsequent owner of the above described land must comply with any attached terms and conditions.

**Date of Council Approval:** January 23<sup>rd</sup>, 2023

Development Permit Area: Form and Character

Existing Zone: I2 – General Industrial

Future Land Use Designation: IND – Industrial

**This Development Permit is valid for two (2) years from the date of approval, with no opportunity to extend.**

## **This is NOT a Building Permit.**

In addition to your Development Permit, a Building Permit may be required prior to any work commencing. For further information, contact the City of Kelowna, Development Services Branch.

## **NOTICE**

This permit does not relieve the owner or the owner's authorized agent from full compliance with the requirements of any federal, provincial or other municipal legislation, or the terms and conditions of any easement, covenant, building scheme or agreement affecting the building or land.

Owner: Nicola Va (9640 McCarthy) Nominee Inc., Inc.No. BC1333757

Applicant: PC Urban Properties Corp.

\_\_\_\_\_  
Terry Barton  
Development Planning Department Manager  
Planning & Development Services

\_\_\_\_\_  
Date of Issuance

<b>ATTACHMENT</b>	<b>A</b>
This forms part of application	
# DP22-0133	
Planner Initials	TC
City of Kelowna DEVELOPMENT PLANNING	

**1. SCOPE OF APPROVAL**

This Development 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 Development 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 Development 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.

**2. CONDITIONS OF APPROVAL**

THAT Council authorizes the issuance of Development Permit No. DP22-0133 for Lot 1 Section 10 and 11 Township 20 ODYD Plan EPP91012 located at 9640 McCarthy Road, Kelowna, BC, 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;

**3. 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 owner of the day. Should the Developer carry out the development as per the conditions of this permit, the security shall be returned to the Developer or his or her designate following proof of Substantial Compliance as defined in Bylaw No. 12310. There is filed accordingly:

- a) An Irrevocable Letter of Credit **OR** certified cheque **OR** a Surety Bond in the amount of **\$134,777.50**

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.

**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.

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.

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

**ATTACHMENT** A

This forms part of application # DP22-0133



City of Kelowna  
DEVELOPMENT PLANNING

Planner Initials **TC**

# 9640 MCCARTHY ROAD - KELOWNA



VIEW FROM NORTH ENTRANCE

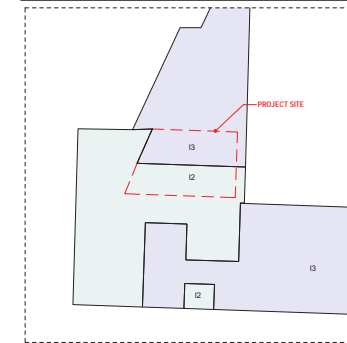


VIEW FROM SOUTH ENTRANCE

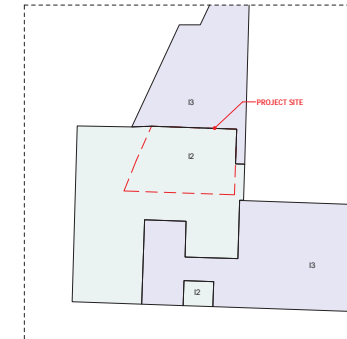
## CONTEXT SITE PLAN



## REZONING MAP



① ZONING MAP - EXISTING  
T = 300'-0"



② ZONING MAP - PROPOSED  
T = 300'-0"

## DRAWING LIST

SHEET #	TITLE
A.00.00	COVER SHEET
A.00.01	SITE PLAN AND STATISTICS
A.00.02	FIRE TRUCK ACCESS AND SIGNAGE PLAN
A.00.03	SOLID WASTE MANAGEMENT
A.01.01	BUILDING 1 - FLOOR PLAN
A.01.02	BUILDING 1 - ROOF PLAN
A.01.03	BUILDING 2 - FLOOR PLANS
A.02.01	BUILDING 1 - SECTIONS AND ELEVATIONS
A.02.02	BUILDING 2 - SECTIONS AND ELEVATIONS
A.05.01	BUILDING 1 - STAIR PLANS & SECTIONS
A.05.02	BUILDING 2 - STAIRS AND END OF TRIP FACILITY
A.09.01	MATERIALS
A.10.01	FSR CALCULATIONS
A.10.02	GARBAGE ENCLOSURE

## SCHEDULE A

This forms part of application  
# DP22-0133

Planner Initials **TC**



REVISION	DATE	DESCRIPTION
6	2023.01.05	REISSUE FOR DP
5	2022.12.08	REVISED DP
4	2022.10.31	REVISED DP DRAWINGS
3	2022.09.14	AREA AND PARKING REVIEW
2	2022.06.30	ISSUED FOR REVIEW
1	2022.04.07	ISSUED FOR REZONING

**COPYRIGHT NOTICE:**  
All rights reserved. All ideas, designs, drawings and reproductions either in print or electronic format, are the property of Christopher Bozyk Architects Ltd., and are an instrument of service that may not be used, forwarded to others, transmitted, downloaded or reproduced either in print or electronic format, without the express written permission of the copyright owner.  
Written dimensions shall have precedence over scaled dimensions. Contractors shall verify and be responsible for all dimensions and conditions on the job; shall request clarification of errors, discrepancies, or doubtful information contained in contract drawings and documents. Failure to obtain such clarification renders the Contractor responsible for any resulting emergency work and the cost of rectification.



PC URBAN KELOWNA

9640 MCCARTHY ROAD, KELOWNA, BC

## COVER SHEET

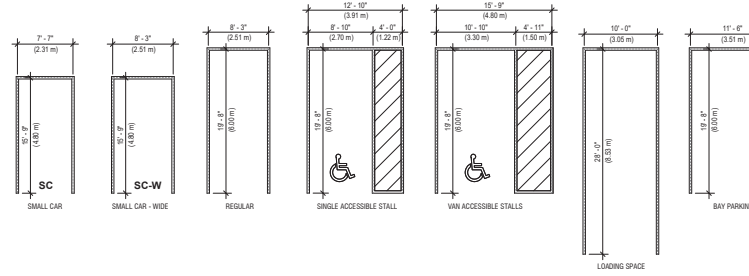
SCALE 1" = 300'-0" DATE 2022.11.14 DRAWN PG  
PROJECT NUMBER 2000

# A.00.00

CIVIC ADDRESS : 9670 & 9640 McCarthy Road, Kelowna, BC  
 LEGAL DESCRIPTION : LOT 4 SECTIONS 10 AND 11 TOWNSHIP 20 OSOYOOS DIVISION VALE DISTRICT PLAN KAP57817 AND LOT 1 SECTION 11 TOWNSHIP 20 OSOYOOS DIVISION VALE DISTRICT PLAN 3997

PERMITTED/REQUIRED	PROVIDED
PERMEABLE AREA	10%
SITE COVERAGE	+ 99,410 SQ FT
FLOOR AREA (F.S.R.)	1.5
	+ 106,847 SQ FT (+ 9,834 m <sup>2</sup> ) FSR = 0.64
	OFFICE 38% + 40,222 SQ FT (+ 3,727 m <sup>2</sup> )
	MANUFACTURING 37% + 39,143 SQ FT (+ 3,638 m <sup>2</sup> )
	WAREHOUSE 25% + 26,462 SQ FT (+ 2,458 m <sup>2</sup> )
BUILDING 1:	MAN + 37,259 SQ FT (+ 3,461 m <sup>2</sup> )
	SECOND + 21,158 SQ FT (+ 1,966 m <sup>2</sup> )
	TOTAL + 58,417 SQ FT (+ 5,427 m <sup>2</sup> )
BUILDING 2:	MAN + 32,341 SQ FT (+ 3,005 m <sup>2</sup> )
	SECOND + 14,004 SQ FT (+ 1,301 m <sup>2</sup> )
	TOTAL + 46,345 SQ FT (+ 4,306 m <sup>2</sup> )
TOTAL:	MAN + 69,600 SQ FT (+ 6,466 m <sup>2</sup> )
	SECOND + 35,162 SQ FT (+ 3,267 m <sup>2</sup> )
	TOTAL + 104,762 SQ FT (+ 9,733 m <sup>2</sup> )
GROSS BUILDABLE AREA	TOTAL UNITS FLOOR AREA + 104,762 SQ FT (+ 9,733 m <sup>2</sup> )
	MECH. ROOM (BLDG 1,2) + 379 SQ FT (+ 35 m <sup>2</sup> )
	ELEC. ROOM (BLDG 1,2) + 310 SQ FT (+ 29 m <sup>2</sup> )
	END OF TRIP FACILITY + 396 SQ FT (+ 37 m <sup>2</sup> )
	TOTAL + 105,847 SQ FT (+ 9,834 m <sup>2</sup> )
ZONING:	I-2 / I-3 (Re-zoning for I-2)
SITE AREA:	+ 165,683 SQ FT (+ 15,392 m <sup>2</sup> )
HEIGHT:	14m AS PER SECTIONS
SETBACKS:	AS PER SITE PLAN
FRONT YARD:	7.5m BUILDING 1: 24.34m BUILDING 2: 25.42m
NORTH SIDE YARD:	0.0m 16.06m 1.52m
SOUTH SIDE YARD:	0.0m - 1.52m
REAR YARD:	3.0m 22.27m 18.06m
PARKING:	
WAREHOUSE (0.5 SPACE PER 100m <sup>2</sup> )	WAREHOUSE 25% 12.3
OFFICE (2.5 SPACE PER 100m <sup>2</sup> )	OFFICE 38% 93.4
MANUFACTURING (1.0 SPACE PER 100m <sup>2</sup> )	MANUFACTURING 37% 36.4
	TOTAL 142
COVENANT:	75 217
ADA PARKING:	6 SPACES (IF TOTAL NUMBER OF 2 SPACES (IF TOTAL NUMBER OF PARKING ONSITE IS 201-250)
ADA VAN PARKING:	2
SMALL CAR:	30% max. 65 27
LOADING:	5 SPACES (1 PER 1,900m <sup>2</sup> GFA) 3 SPACES - 37 INDIVIDUAL UNIT LOADING
BICYCLE:	5 SPACES (0.5 PER 1,000m <sup>2</sup> GFA) 5

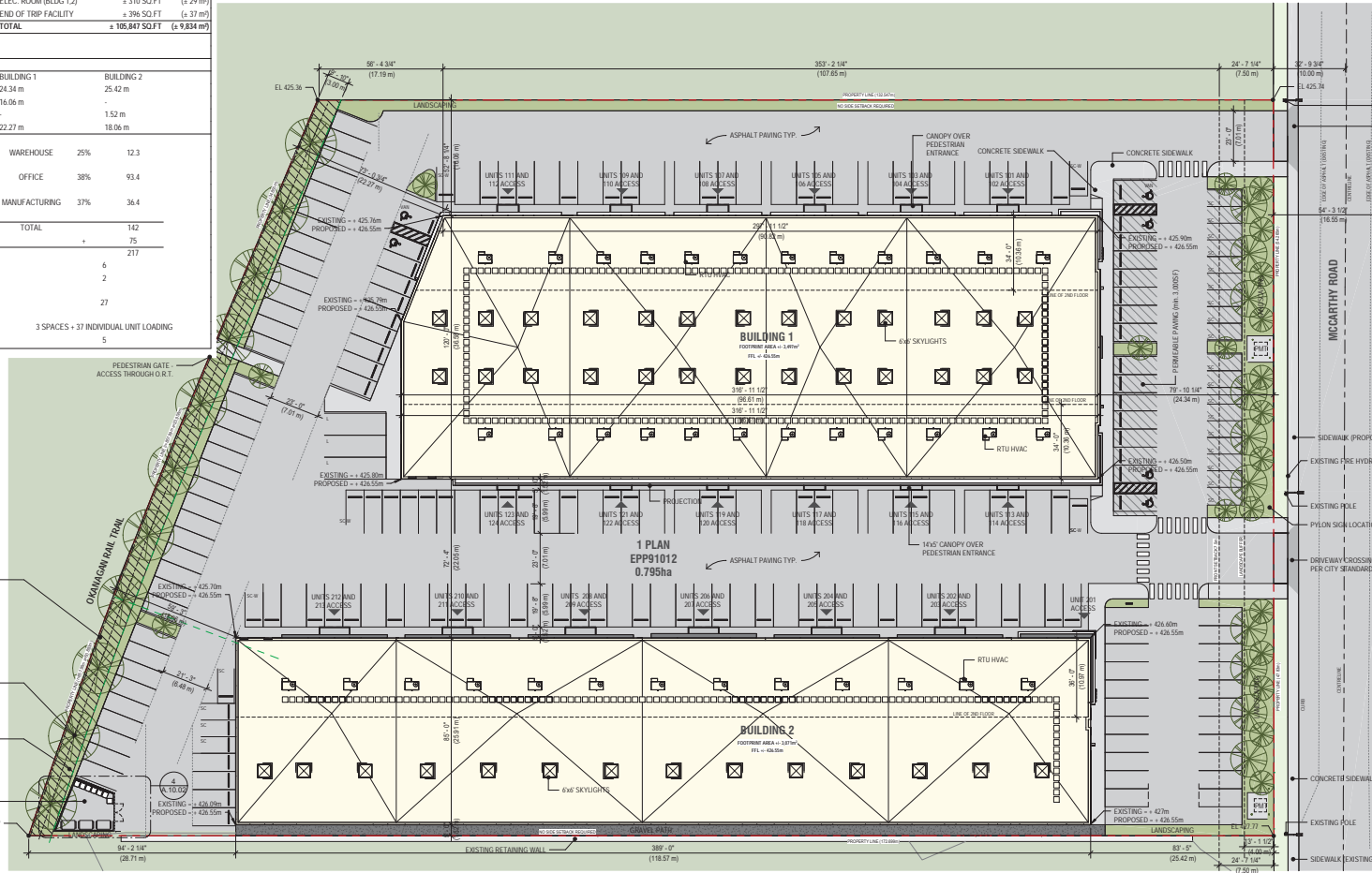
PARKING STALL STANDARDS



**SCHEDULE A**  
 This forms part of application # DP22-0133  
 Planner Initials TC  
 City of Kelowna DEVELOPMENT PLANNING

**CHRISTOPHER BOZYK ARCHITECTS LTD**  
 414 - 411 ALEXANDER STREET WINICOVER BC V1A 1E1  
 PHONE (800) 251-3440 FAX (604) 251-3488 www.bozyk.com

**PCurban**  
 property re-imagined™



REVISION	DATE	DESCRIPTION
9	2023.01.05	REISSUE FOR DP
8	2023.12.08	REVISED DP
7	2023.11.25	CITY REQUESTED CHANGES
6	2023.10.31	REVISED DP DRAWINGS
5	2022.09.14	AREA AND PARKING REQUIREMENTS
4	2022.08.30	ISSUED FOR REZONING
3	2022.08.23	ISSUED FOR REVIEW
2	2022.06.30	ISSUED FOR REVIEW
1	2022.04.07	ISSUED FOR REZONING

**COPYRIGHT NOTICE:**  
 All rights reserved. All ideas, designs, drawings and reproductions either in print or electronic form, are the property of Christopher Bozyk Architects Ltd., and are an instrument of service that may not be used, forwarded to others, transmitted, downloaded or reproduced either in print or electronic form, without the express written permission of the copyright owner.  
 Written dimensions shall have precedence over scaled dimensions. Contractors shall verify and be responsible for all dimensions and conditions on the job; shall request clarification of errors, discrepancies, or doubtful information contained in contract or drawings and documents. Failure to obtain such clarification renders the Contractor responsible for any resulting program work and the cost of rectification.



**PC URBAN KELOWNA**  
 9640 MCCARTHY ROAD, KELOWNA, BC

**SITE PLAN AND STATISTICS**

SCALE: As indicated DATE: 2022.11.14 DRAWN: PD  
 PROJECT NUMBER: 20003

**A.00.01**

FILE PATH: C:\Users\mbozyk\Desktop\2022\10\9640 McCarthy Road\105847 SQ FT\105847 SQ FT.dwg  
 PLOT DATE: 10/20/2022 10:58 AM

# SCHEDULE A

This forms part of application  
# DP22-0133

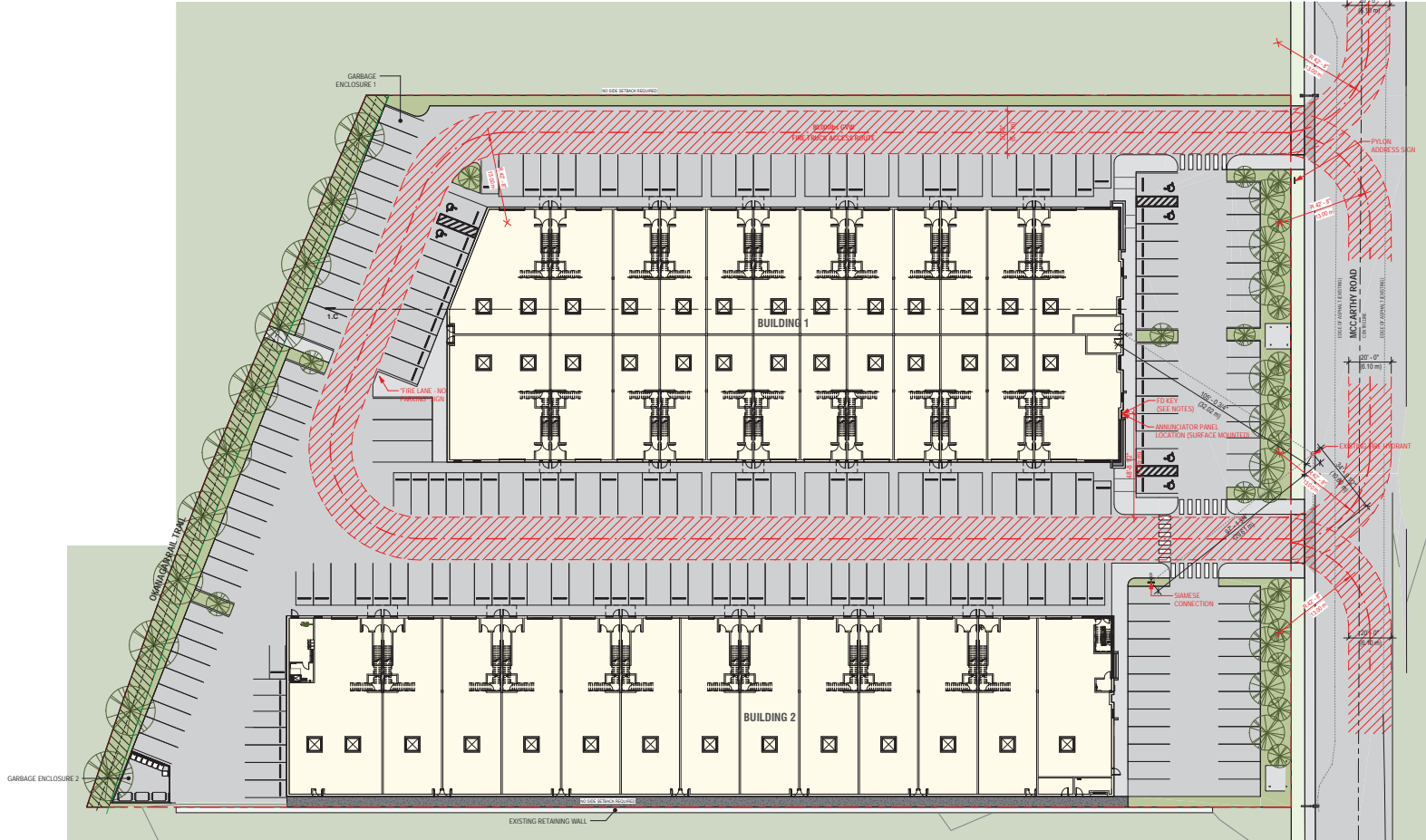
Planner Initials TC



**CHRISTOPHER BOZYK ARCHITECTS LTD**  
414 - 611 ALEXANDER STREET VANCOUVER BC V6A 1E1  
PHONE (604) 251-3440 FAX (604) 251-3848 www.bozyk.com



NOTE:  
PROVIDE STROBE LIGHT FOR FIRE DEPARTMENT TO QUICKLY LOCATE THE BUILDING RESPONSE POINT



5	2023.01.05	ISSUED FOR DP
4	2022.12.08	REVISED DP
3	2022.10.31	REVISED DP DRAWINGS
2	2022.06.30	ISSUED FOR REVIEW
1	2022.04.07	ISSUED FOR RE-ZONING
REVISION	DATE	DESCRIPTION

**COPYRIGHT NOTICE:**  
All rights reserved. All ideas, designs, drawings and reproductions either in print or electronic format, are the property of Christopher Bozyk Architects Ltd., and are an instrument of service that may not be used, forwarded to others, transmitted, downloaded or reproduced either in print or electronic format, without the express written permission of the copyright owner.  
Written dimensions shall have precedence over scaled dimensions. Contractors shall verify and be responsible for all dimensions and conditions on the job; shall request clarification of errors, discrepancies, or doubtful information contained in contract drawings and documents. Failure to obtain such clarification renders the Contractor responsible for any resulting emergency work and the cost of rectification.



**PC URBAN KELOWNA**

9640 MCCARTHY ROAD, KELOWNA, BC

## FIRE TRUCK ACCESS AND SIGNAGE PLAN

SCALE: 1:300 DATE: 2022.11.14 DRAWN: PD  
PROJECT NUMBER: 20003

# A.00.02

FILE PATH: C:\Users\kbozyk\OneDrive\Documents\2022\11\14\DP22-0133\PCURBAN\A.00.02.dwg  
 PLOT DATE: 10/19/2023 11:59 AM

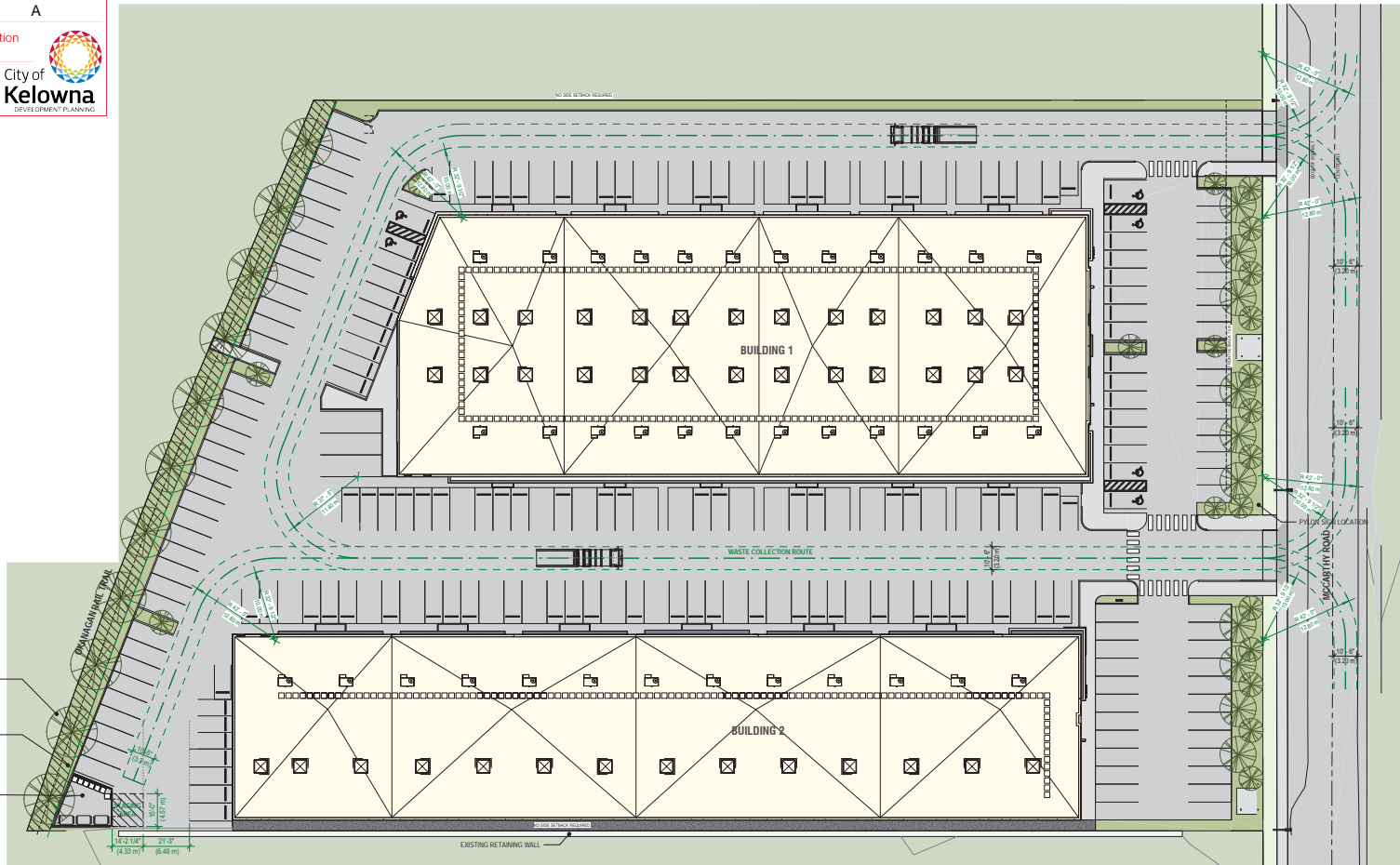
**SCHEDULE A**

This forms part of application  
# DP22-0133



Planner initials **TC**

City of Kelowna  
DEVELOPMENT PLANNING



- TREES @ 10m OIC MAX.
- 3m LANDSCAPE BUFFER (COKANAGAN RAIL TRAIL)
- GARBAGE ENCLOSURE 2

① SOLID WASTE MANAGEMENT PLAN  
1 : 300



**CHRISTOPHER BOZYK ARCHITECTS LTD**  
414 - 611 ALEXANDER STREET VANCOUVER BC V6A 1E1  
PHONE (604) 251-3440 FAX (604) 251-3848 www.bozjk.com

**PCurban**  
property re-imagined™

REVISION	DATE	DESCRIPTION
5	2023.01.05	REVISED FOR DP
4	2022.12.08	REVISED DP
3	2022.10.31	REVISED DP DRAWINGS
2	2022.06.30	ISSUED FOR REVIEW
1	2022.04.07	ISSUED FOR RE-ZONING

**COPYRIGHT NOTICE:**  
All rights reserved. All ideas, designs, drawings and reproductions either in print or electronic format, are the property of Christopher Bozyk Architects Ltd., and are an instrument of service that may not be used, forwarded to others, transmitted, downloaded or reproduced either in print or electronic format, without the express written permission of the copyright owner.  
Written dimensions shall have precedence over scaled dimensions. Contractors shall verify and be responsible for all dimensions and conditions on the job; shall request clarification of errors, discrepancies, or doubtful information contained in contract drawings and documents. Failure to obtain such clarification renders the Contractor responsible for any resulting improper work and the cost of rectification.



**PC URBAN KELOWNA**

9640 MCCARTHY ROAD, KELOWNA, BC

**SOLID WASTE MANAGEMENT**

SCALE 1: 300 DATE 2022.11.14 DRAWN PD  
PROJECT NUMBER 2000

**A.00.03**

**SCHEDULE A**  
 This forms part of application  
 # DP22-0133

City of Kelowna  
 DEVELOPMENT PLANNING

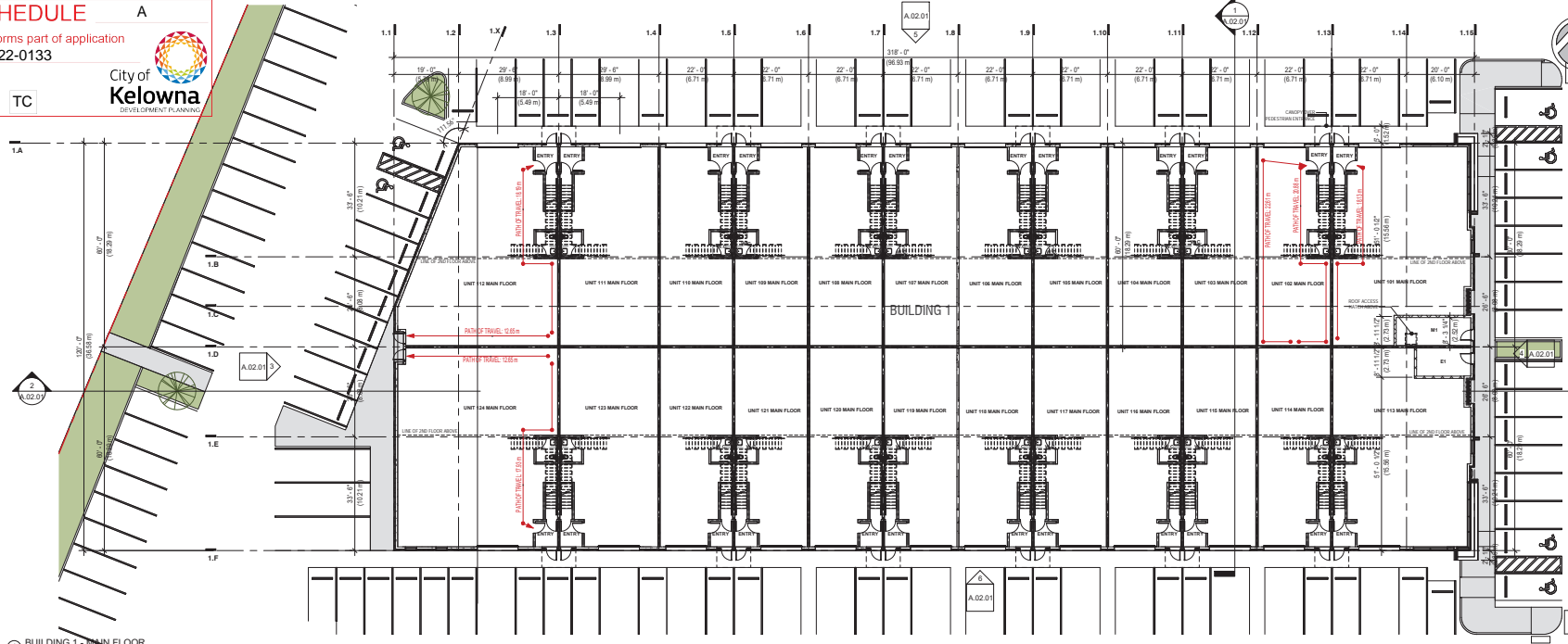
Planner Initials TC

**CHRISTOPHER BOZYK ARCHITECTS LTD**  
 434 - 411 ALEXANDER STREET VANCOUVER BC V6A 1E1  
 PHONE (604) 251-3440 FAX (604) 251-3848 www.bozyk.com

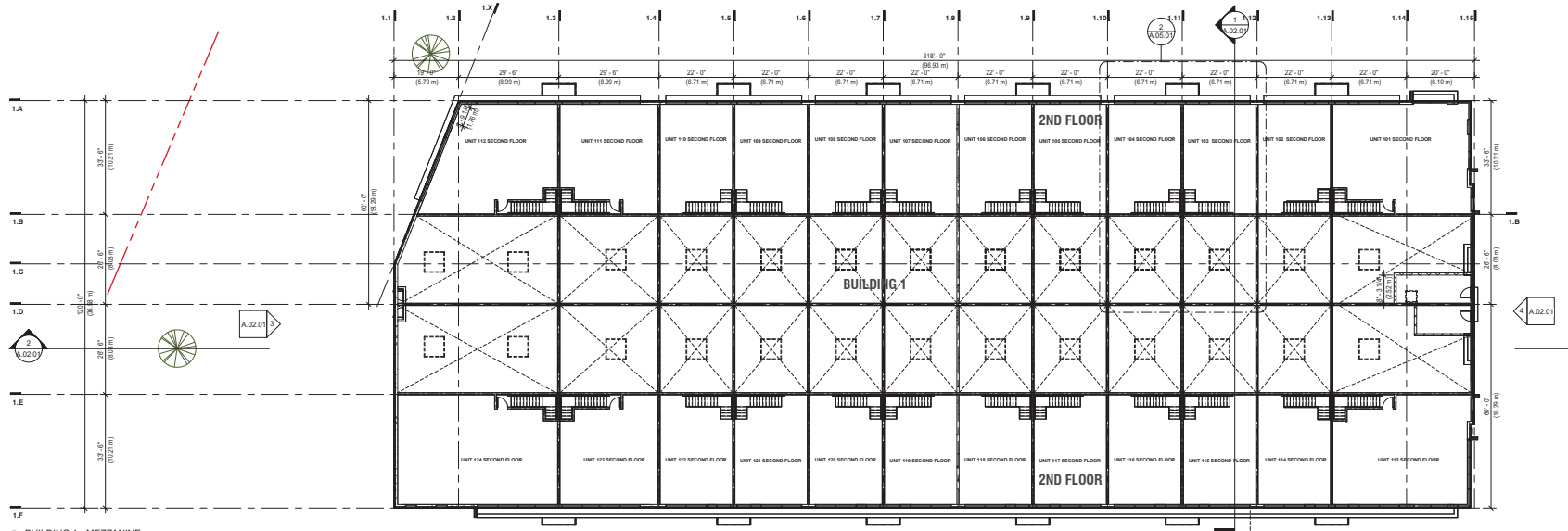
**PCurban**  
 property re-imagined™

**FIRE SEPARATION LEGEND**

	1 HR FIRE SEPARATION
	2 HR FIRE SEPARATION



1 BUILDING 1 - MAIN FLOOR  
 1/16" = 1'-0"



2 BUILDING 1 - MEZZANINE  
 1/16" = 1'-0"

5	2023.01.05	ISSUE FOR DP
4	2022.12.08	REVISED DP
3	2022.09.05	ISSUED FOR REVIEW
2	2022.06.30	ISSUED FOR REVIEW
1	2022.04.07	ISSUED FOR PERMITTING
REVISION	DATE	DESCRIPTION

**COPYRIGHT NOTICE:**  
 All rights reserved. All ideas, designs, drawings and reproductions either in print or electronic format, are the property of Christopher Bozyk Architects Ltd., and are an instrument of service that may not be used, forwarded to others, transmitted, downloaded or reproduced either in print or electronic format, without the express written permission of the copyright owner.  
 Written dimensions shall have precedence over scaled dimensions. Contractors shall verify and be responsible for all dimensions and conditions on the job; shall request clarification of errors, discrepancies, or doubtful information contained in contract drawings and documents. Failure to obtain such clarification renders the Contractor responsible for any resulting improper work and the cost of rectification.



**PC URBAN KELOWNA - BUILDING 1**

9640 MCCARTHY ROAD, KELOWNA, BC

**BUILDING 1 - FLOOR PLAN**

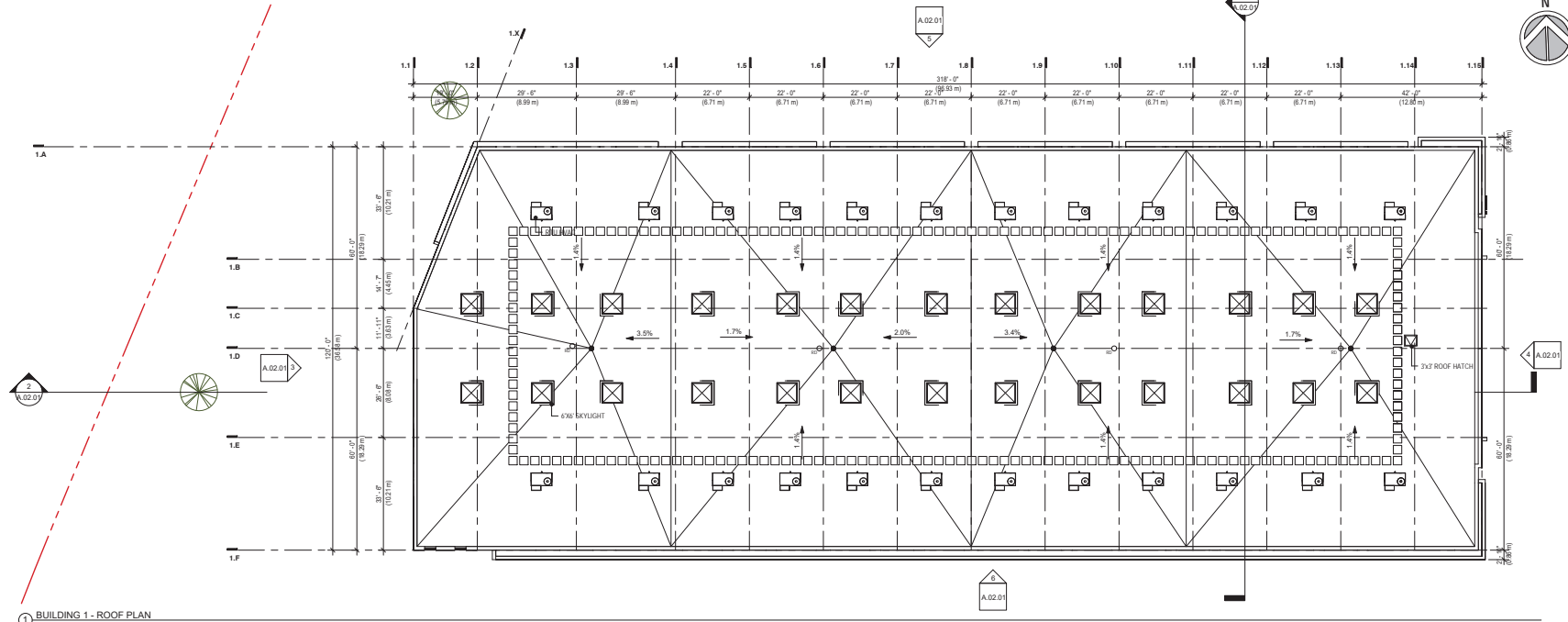
SCALE: As indicated DATE: 2022.07.15 DRAWN: PD  
 PROJECT NUMBER: 2000

**A.01.01**



**SCHEDULE A**  
 This forms part of application # DP22-0133  
 Planner Initials TC  
 City of Kelowna  
 DEVELOPMENT PLANNING

**CHRISTOPHER BOZYK ARCHITECTS LTD**  
 414 - 611 ALEXANDER STREET VANCOUVER BC V6A 1E1  
 PHONE (604) 251-3440 FAX (604) 251-3848 www.bozyk.com



BUILDING 1 - ROOF PLAN  
 1/16" = 1'-0"

5	2023.01.05	REVISED FOR DP
4	2022.12.08	REVISED DP
3	2022.09.05	ISSUED FOR REVIEW
2	2022.06.30	ISSUED FOR REVIEW
1	2022.04.07	ISSUED FOR RE-ZONING
REVISION	DATE	DESCRIPTION

**COPYRIGHT NOTICE:**  
 All rights reserved. All ideas, designs, drawings and reproductions either in print or electronic format, are the property of Christopher Bozyk Architects Ltd., and are an instrument of service that may not be used, forwarded to others, transmitted, downloaded or reproduced either in print or electronic format, without the express written permission of the copyright owner.  
 Written dimensions shall have precedence over scaled dimensions. Contractors shall verify and be responsible for all dimensions and conditions on the job; shall request clarification of errors, discrepancies, or doubtful information contained in contract drawings and documents. Failure to obtain such clarification renders the Contractor responsible for any resulting emergency work and the cost of rectification.



**PC URBAN KELOWNA - BUILDING 1**

9640 MCCARTHY ROAD, KELOWNA, BC

**BUILDING 1 - ROOF PLAN**

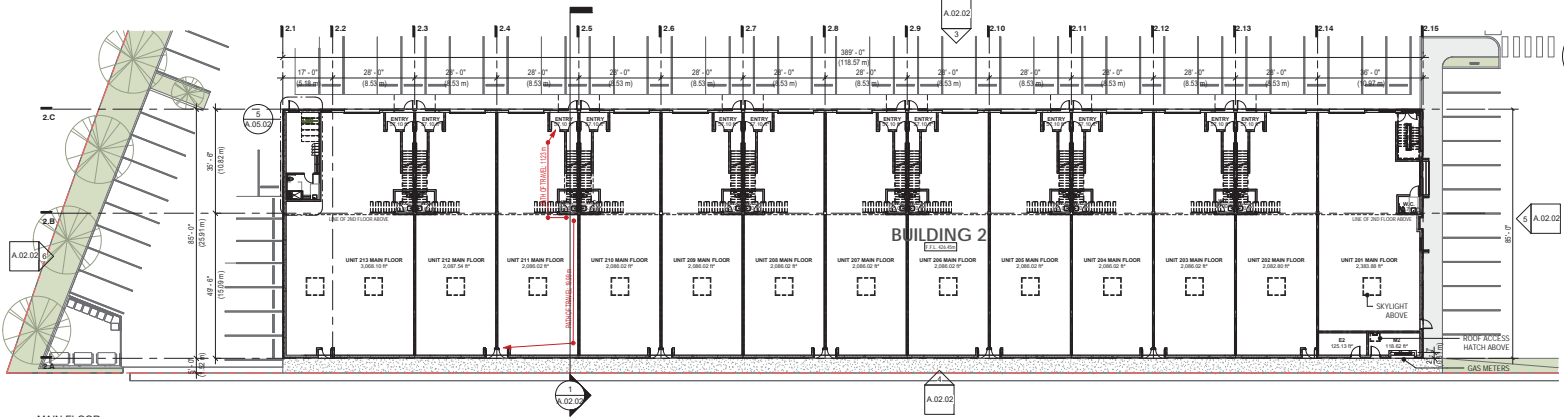
SCALE 1/16" = 1'-0" DATE 2022.01.15 DRAWN PD  
 PROJECT NUMBER 2000

**A.01.02**

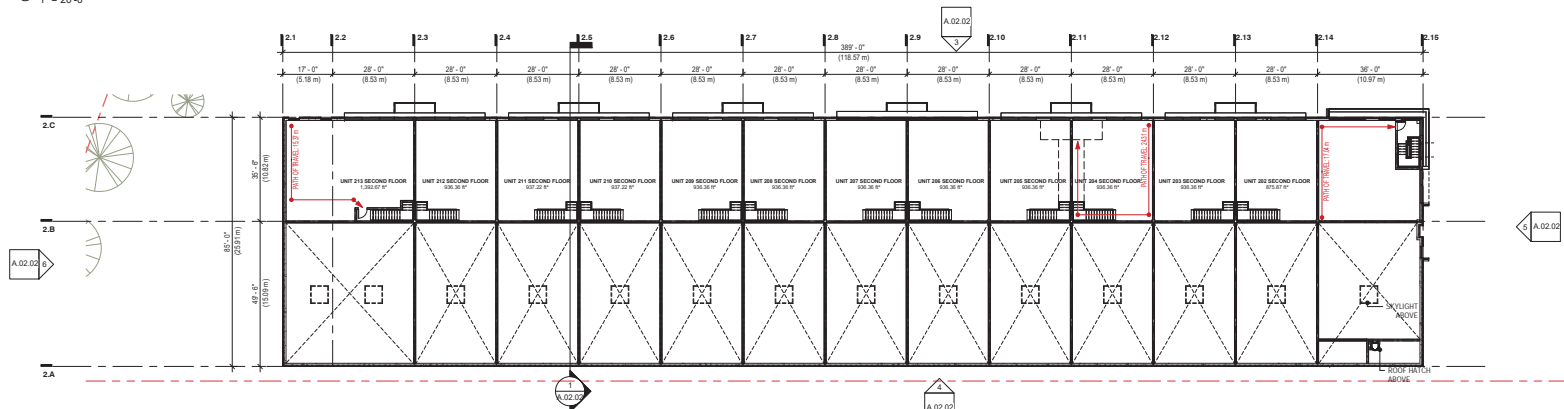
FILED IN: C:\Users\jbozyk\Documents\2022\10\20000 - BUILDING 1\A01.02.dwg  
 PLOT DATE: 10/03/2022 11:59 AM

**FIRE SEPARATION LEGEND**

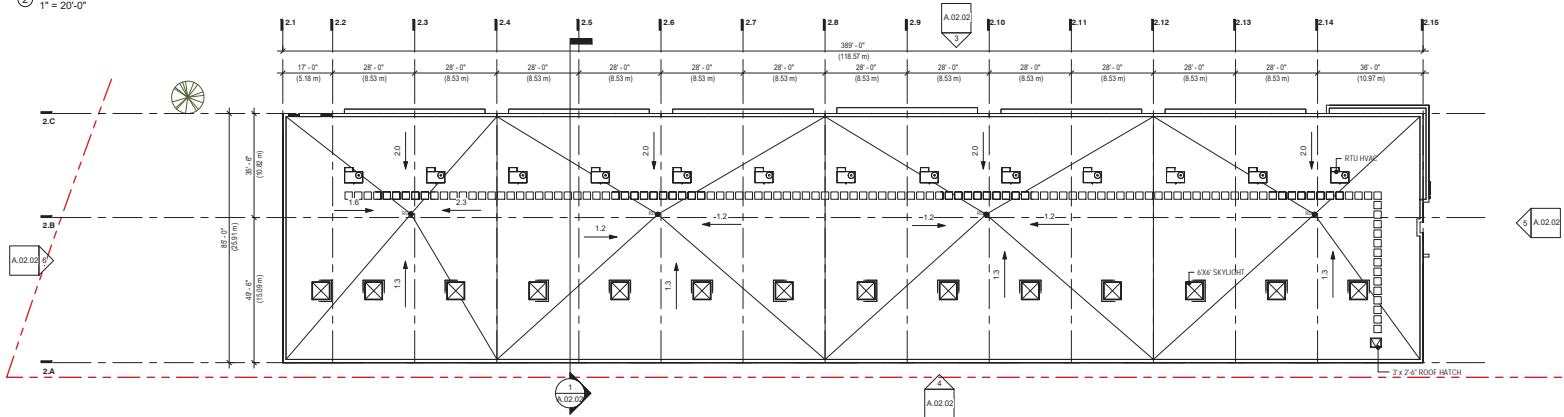
1 HR FIRE SEPARATION	1 HR FIRE SEPARATION
2 HR FIRE SEPARATION	2 HR FIRE SEPARATION



1 MAIN FLOOR  
 1" = 20'-0"



2 MEZZANINE  
 1" = 20'-0"



3 ROOF PLAN  
 1" = 20'-0"

**SCHEDULE A**  
 This forms part of application # DP22-0133  
 City of Kelowna DEVELOPMENT PLANNING  
 Planner Initials TC

REVISION	DATE	DESCRIPTION
6	2023.01.05	REISSUE FOR DP
5	2022.12.08	REVISED DP
4	2022.10.31	REVISED DP DRAWINGS
3	2022.09.05	ISSUED FOR REVIEW
2	2022.06.30	ISSUED FOR REVIEW
1	2022.04.07	ISSUED FOR REZONING

**COPYRIGHT NOTICE:**  
 All rights reserved. All ideas, designs, drawings and reproductions either in print or electronic format, are the property of Christopher Bozyk Architects Ltd., and are an instrument of service that may not be used, forwarded to others, transmitted, downloaded or reproduced either in print or electronic format, without the express written permission of the copyright owner.  
 Written dimensions shall have precedence over scaled dimensions. Contractors shall verify and be responsible for all dimensions and conditions on the job, shall request clarification of errors, discrepancies, or doubtful information contained in contract drawings and documents. Failure to obtain such clarification renders the Contractor responsible for any resulting emergency work and the cost of rectification.



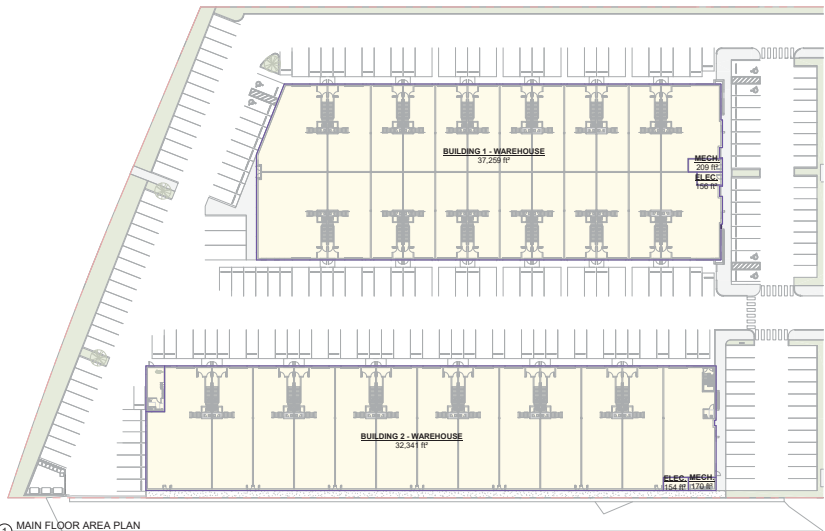
**PC URBAN KELOWNA - BUILDING 2**

9640 MCCARTHY ROAD, KELOWNA, BC

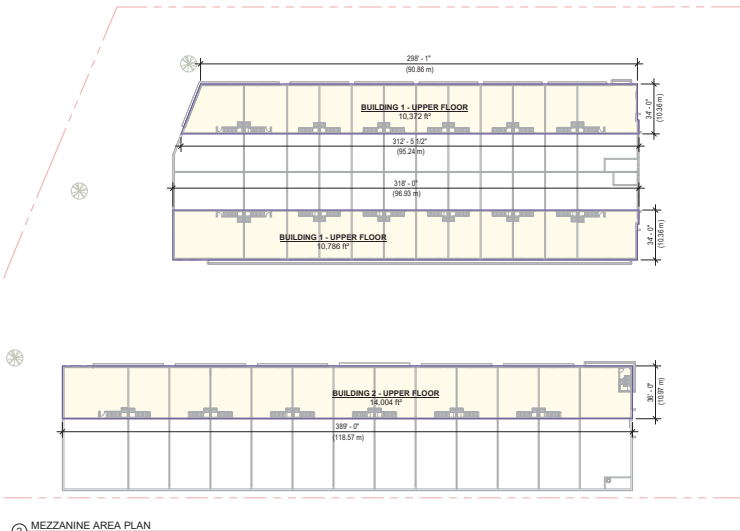
**BUILDING 2 - FLOOR PLANS**

SCALE: As indicated DATE: 2022.07.15 DRAWN: PD  
 PROJECT NUMBER: 20003

**A.01.03**



NAME	AREA (SF)	Area (m <sup>2</sup> )
<b>BUILDING 1</b>		
BUILDING 1 - WAREHOUSE	37,259 SF	3,461.49 m <sup>2</sup>
ELEC.	159 SF	14.68 m <sup>2</sup>
MECH.	209 SF	19.45 m <sup>2</sup>
<b>BUILDING 1 - UPPER FLOOR</b>	37,624 SF	3,485.40 m <sup>2</sup>
BUILDING 1 - UPPER FLOOR	10,372 SF	963.59 m <sup>2</sup>
BUILDING 1	21,158 SF	1,965.85 m <sup>2</sup>
BUILDING 1	50,782 SF	4,693.19 m <sup>2</sup>
<b>BUILDING 2</b>		
BUILDING 2 - WAREHOUSE	32,341 SF	3,004.57 m <sup>2</sup>
ELEC.	154 SF	14.29 m <sup>2</sup>
COFF.	268 SF	24.80 m <sup>2</sup>
MECH.	170 SF	15.81 m <sup>2</sup>
<b>BUILDING 2 - UPPER FLOOR</b>	33,061 SF	3,071.48 m <sup>2</sup>
BUILDING 2 - UPPER FLOOR	14,004 SF	1,291.01 m <sup>2</sup>
BUILDING 2	47,065 SF	4,372.49 m <sup>2</sup>
<b>TOTAL AREA</b>	100,847 SF	9,323.54 m <sup>2</sup>



**SCHEDULE A**  
This forms part of application  
# DP22-0133  
City of Kelowna  
DEVELOPMENT PLANNING  
Planner Initials TC

REVISION	DATE	DESCRIPTION
3	2023.01.05	REISSUE FOR DP
2	2022.12.08	REVISED DP
1	2022.10.31	REVISED DP DRAWINGS

**COPYRIGHT NOTICE:**  
All rights reserved. All ideas, designs, drawings and reproductions either in print or electronic format, are the property of Christopher Bozyk Architects Ltd., and are an instrument of service that may not be used, forwarded to others, transmitted, downloaded or reproduced either in print or electronic format, without the express written permission of the copyright owner.  
Written dimensions shall have precedence over scaled dimensions. Contractors shall verify and be responsible for all dimensions and conditions on the job; shall request clarification of errors, discrepancies, or doubtful information contained in contract drawings and documents. Failure to obtain such clarification renders the Contractor responsible for any resulting improper work and the cost of rectification.

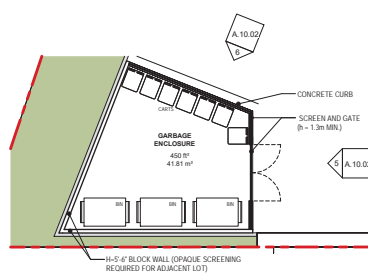


**PC URBAN KELOWNA**  
9640 MCCARTHY ROAD, KELOWNA, BC

**FSR CALCULATIONS**

SCALE: 1" = 40'-0" DATE: 2022.11.14 DRAWN: PG  
PROJECT NUMBER: 20003

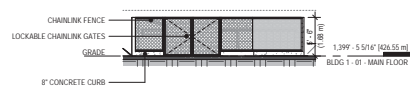
**A.10.01**



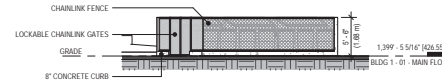
4 GARBAGE ENCLOSURE  
1 : 100

**NOTE**

- AREA 450 SQ. FT. (41.87m²)
- 3 (4x6) BINS (27"X17"X50") SOLID WASTE & CARD BOARD
- 7 (24L / 65 GALLON) CARTS (27.8"X20.8"X43.3")
- GLASS: 2, METAL: 2, PLASTIC: 2, ORGANIC: 1
- SLAB 6" THICK MIN. & ABLE TO WITHSTAND 61,730 LBS
- SCREENED / GATED (NO ROOF)
- PROVIDE HOSE BIB, SANITARY FLOOR DRAIN
- CONNECTION WITH GREASE INTERCEPTOR
- ELECTRICITY LIGHTING - TYPICAL



5 GARBAGE - EAST  
1 : 100



6 GARBAGE - NORTH  
1 : 100

**SCHEDULE A**

This forms part of application  
# DP22-0133

Planner Initials **TC**

City of Kelowna  
DEVELOPMENT PLANNING

REVISION	DATE	DESCRIPTION
5	2023.01.05	RESUBMIT FOR DP
4	2022.12.08	REVISED DP
3	2022.10.31	REVISED DP DRAWINGS
2	2022.06.30	ISSUED FOR REVIEW
1	2022.04.07	ISSUED FOR REZONING

**COPYRIGHT NOTICE:**  
All rights reserved. All ideas, designs, drawings and reproductions either in print or electronic format, are the property of Christopher Bozyk Architects Ltd., and are an instrument of service that may not be used, forwarded to others, transmitted, downloaded or reproduced either in print or electronic format, without the express written permission of the copyright owner.  
Written dimensions shall have precedence over scaled dimensions. Contractors shall verify and be responsible for all dimensions and conditions on the job; shall request clarification of errors, discrepancies, or doubtful information contained in contract drawings and documents. Failure to obtain such clarification renders the Contractor responsible for any resulting improper work and the cost of rectification.



**PC URBAN KELOWNA**

9640 MCCARTHY ROAD, KELOWNA, BC

**GARBAGE ENCLOSURE**

SCALE 1 : 100 DATE 2022.11.14 DRAWN PD  
PROJECT NUMBER 2003

**A.10.02**

# BUILDING 1 - SECTIONS / ELEVATIONS

**CHRISTOPHER BOZYK ARCHITECTS LTD**  
 414 - 611 ALEXANDER STREET VANCOUVER BC V6A 1E1  
 PHONE (604) 251-3440 FAX (604) 251-3848 www.bozyk.com

**pcurban**  
 property re-imagined™

## SCHEDULE B

This forms part of application  
 # DP22-0133

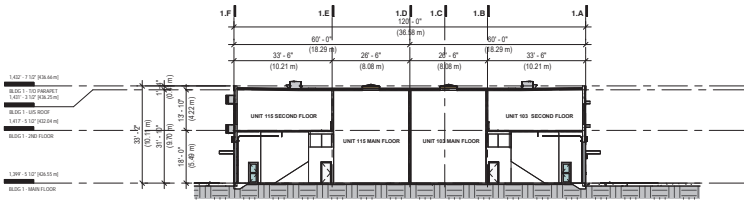
Planner Initials **TC**

City of Kelowna  
 DEVELOPMENT PLANNING

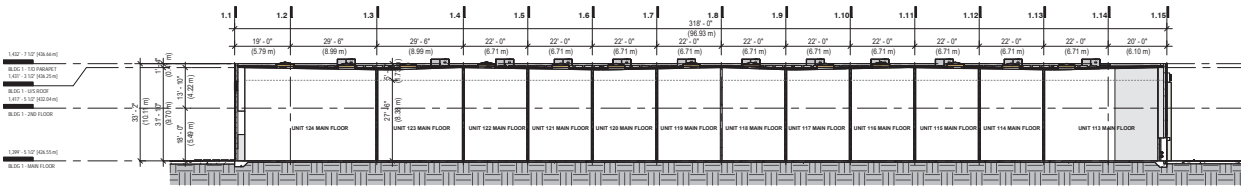
FIRE SEPARATION LEGEND	
	1 HR FIRE SEPARATION
	2 HR FIRE SEPARATION

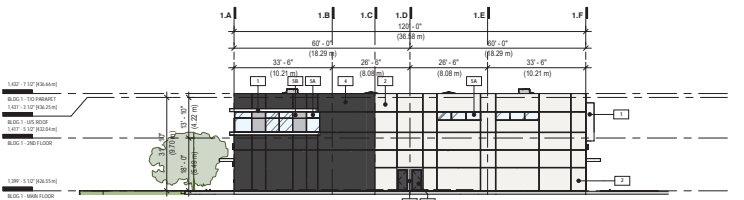
MATERIALS LEGEND:	
	ACM PANEL w/ 1/2" REVEALS COLOUR: WHITE
	TILT UP CONCRETE PANELS WITH CAST-IN REVEALS PAINTED WHITE
	TILT UP CONCRETE PANELS WITH CAST-IN REVEALS PAINTED LIGHT GRAY
	TILT UP CONCRETE PANELS WITH CAST-IN REVEALS PAINTED DARK GRAY
	CLEAR DOUBLE GLAZED WITH BLACK ALUMINUM FRAMES - CURTAIN WALL
	INSULATED SPANDREL GLASS WITH BLACK ALUMINUM FRAMES - CURTAIN WALL
	2" x 2" ALUMINUM SUPPORT RAIL SLATS FOR FUTURE SIGNAGE ATTACHMENT W/A
	OVERHEAD METAL DOORS WITH VISION PANELS - PAINTED MEDIUM GRAY
	INSULATED STEEL DOORS - PAINTED GRAY TO MATCH WALL



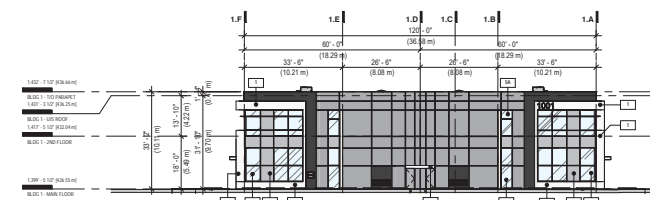
1 BUILDING 1 - TRANSVERSAL SECTION  
 1" = 20'-0"



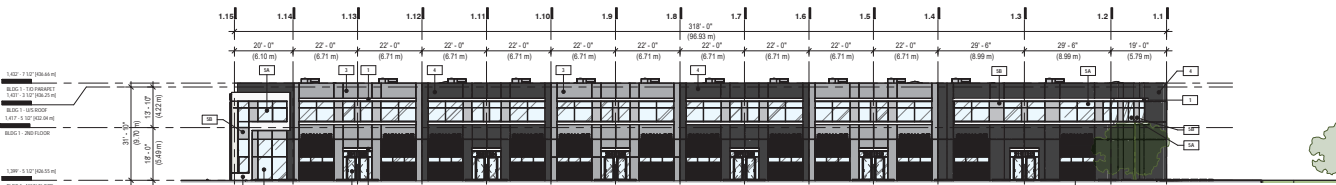
2 BUILDING 1 - LONGITUDINAL SECTION  
 1" = 20'-0"



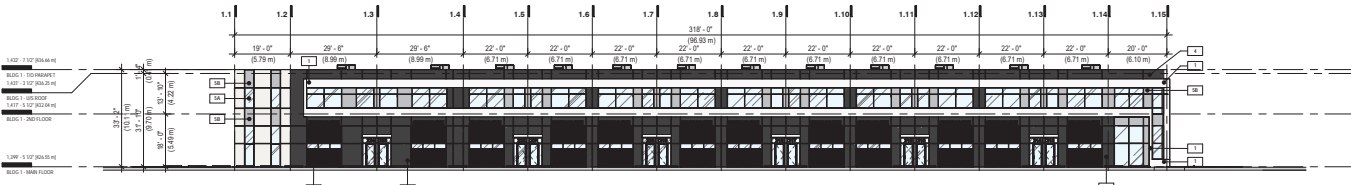
3 BUILDING 1 - WEST ELEVATION  
 1" = 20'-0"



4 BUILDING 1 - EAST ELEVATION  
 1" = 20'-0"



5 BUILDING 1 - NORTH ELEVATION  
 1" = 20'-0"



6 BUILDING 1 - SOUTH ELEVATION  
 1" = 20'-0"

REVISION	DATE	DESCRIPTION
5	2023.01.05	ISSUE FOR DP
4	2022.12.08	REVISED DP
3	2022.09.05	ISSUED FOR REVIEW
2	2022.06.30	ISSUED FOR REVIEW
1	2022.04.07	ISSUED FOR ZONING

**COPYRIGHT NOTICE:**  
 All rights reserved. All ideas, designs, drawings and reproductions either in print or electronic format, are the property of Christopher Bozyk Architects Ltd., and are an instrument of service that may not be used, forwarded to others, transmitted, downloaded or reproduced either in print or electronic format, without the express written permission of the copyright owner.  
 Written dimensions shall have precedence over scaled dimensions. Contractors shall verify and be responsible for all dimensions and conditions on the job; shall request clarification of errors, discrepancies, or doubtful information contained in contract drawings and documents. Failure to obtain such clarification renders the Contractor responsible for any resulting emergency work and the cost of rectification.



PC URBAN KELOWNA - BUILDING 1

9640 MCCARTHY ROAD, KELOWNA, BC

## BUILDING 1 - SECTIONS AND ELEVATIONS

SCALE: As indicated DATE: 2022.07.15 DRAWN: PD  
 PROJECT NUMBER: 20003

# A.02.01

# BUILDING 2 - SECTIONS / ELEVATIONS

## SCHEDULE B

This forms part of application  
# DP22-0133

Planner Initials **TC**



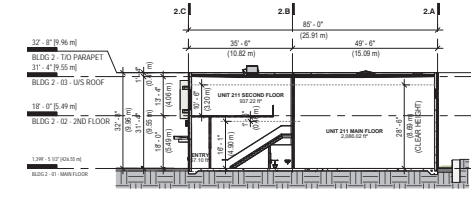
**FIRE SEPARATION LEGEND**

	1 HR FIRE SEPARATION
	2 HR FIRE SEPARATION

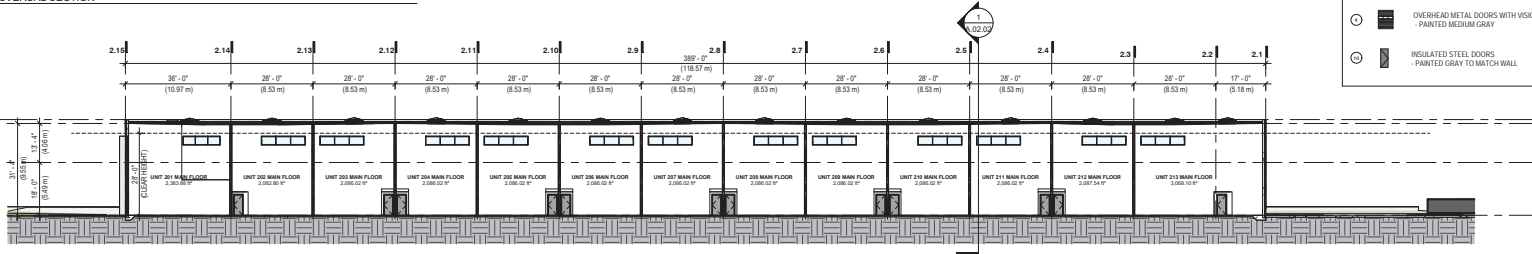
**MATERIALS LEGEND:**

	ACM PANEL w/ 1/2" REVEALS COLOUR: WHITE
	TILT UP CONCRETE PANELS WITH CAST-IN REVEALS PAINTED WHITE
	TILT UP CONCRETE PANELS WITH CAST-IN REVEALS PAINTED LIGHT GREY
	TILT UP CONCRETE PANELS WITH CAST-IN REVEALS PAINTED DARK GRAY
	CLEAR DOUBLE GLAZED WITH BLACK ALUMINUM FRAMES - CURTAIN WALL
	INSULATED SPANDREL GLASS WITH BLACK ALUMINUM FRAMES - CURTAIN WALL
	2" x 2" ALUMINUM SUPPORT RAIL SLATS FOR FUTURE SIGNAGE ATTACHMENT N/A
	OVERHEAD METAL DOORS WITH VISION PANELS PAINTED MEDIUM GRAY
	INSULATED STEEL DOORS PAINTED GRAY TO MATCH WALL

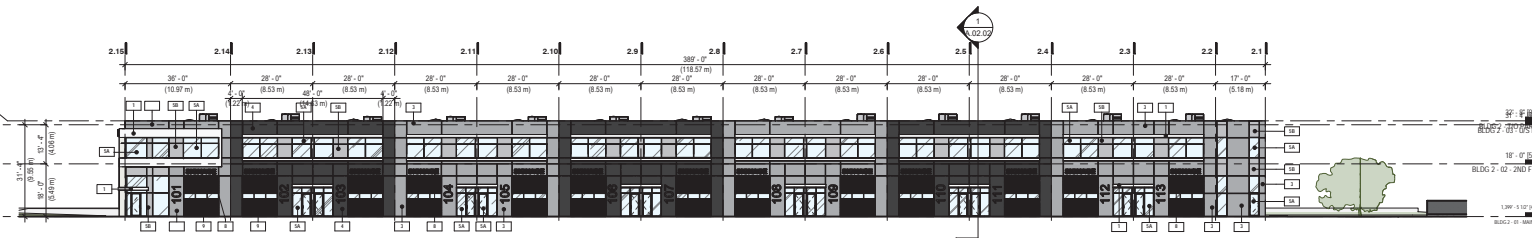
**CHRISTOPHER BOZYK ARCHITECTS LTD**  
414 - 611 ALEXANDER STREET, VANCOUVER BC V6A 1E1  
PHONE (604) 251-3440 FAX (604) 251-3848 www.bozyk.com



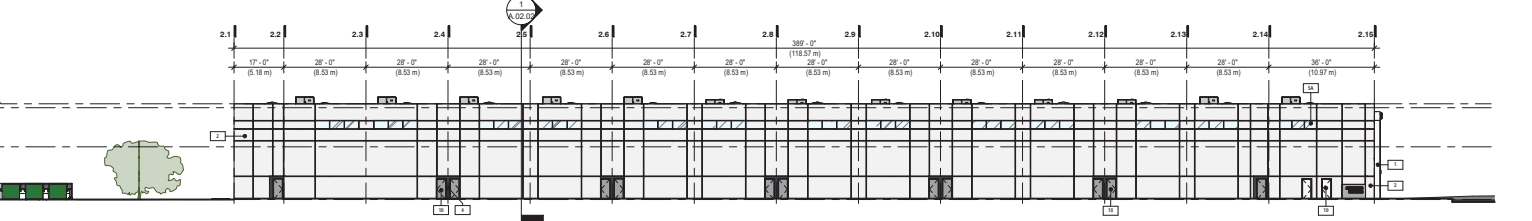
1 BUILDING 2 - TRANSVERSAL SECTION  
1" = 20'-0"



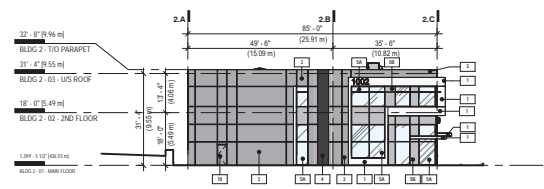
2 BUILDING 2 - LONGITUDINAL SECTION  
1" = 20'-0"



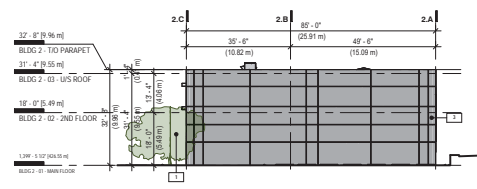
3 BUILDING 2 - NORTH ELEVATION  
1" = 20'-0"



4 BUILDING 2 - SOUTH ELEVATION  
1" = 20'-0"



5 BUILDING 2 - EAST ELEVATION  
1" = 20'-0"



6 BUILDING 2 - WEST ELEVATION  
1" = 20'-0"

6	2023.01.05	REISSUE FOR DP
5	2022.12.08	REVISED DP
4	2022.10.31	REVISED DP DRAWINGS
3	2022.09.05	ISSUED FOR REVIEW
2	2022.06.30	ISSUED FOR REVIEW
1	2022.04.07	ISSUED FOR REZONING
REVISION	DATE	DESCRIPTION

**COPYRIGHT NOTICE:**  
All rights reserved. All ideas, designs, drawings and reproductions either in print or electronic format, are the property of Christopher Bozyk Architects Ltd., and are an instrument of service that may not be used, forwarded to others, transmitted, downloaded or reproduced either in print or electronic format, without the express written permission of the copyright owner.  
Written dimensions shall have precedence over scaled dimensions. Contractors shall verify and be responsible for all dimensions and conditions on the job; shall request clarification of errors, discrepancies, or doubtful information contained in contract drawings and documents. Failure to obtain such clarification renders the Contractor responsible for any resulting improper work and the cost of rectification.



**PC URBAN KELOWNA - BUILDING 2**

9640 MCCARTHY ROAD, KELOWNA, BC

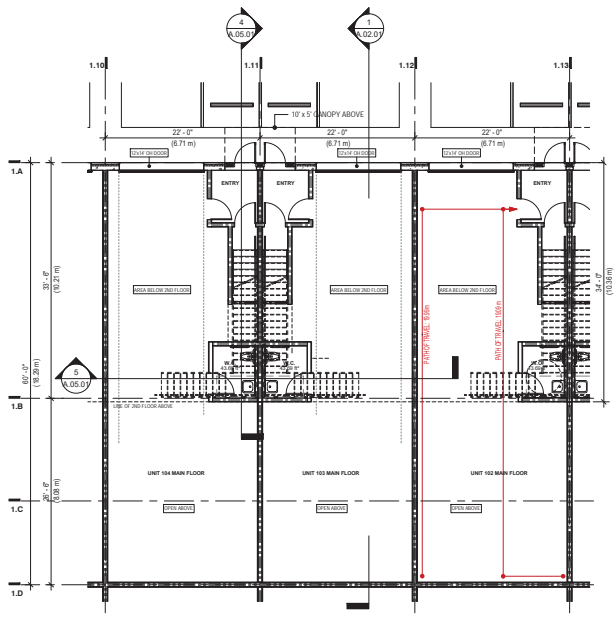
## BUILDING 2 - SECTIONS AND ELEVATIONS

SCALE: As Indicated DATE: 2022.07.15 DRAWN: PD  
PROJECT NUMBER: 20003

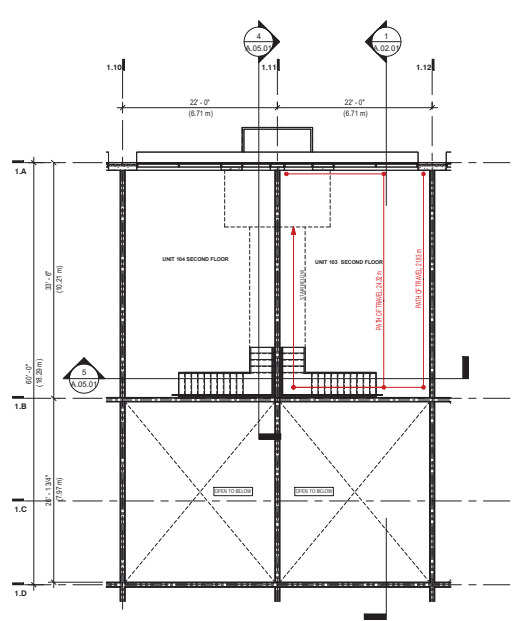
# A.02.02

# BUILDING 1 - SMALL UNITS (TYP. 22' GRID)

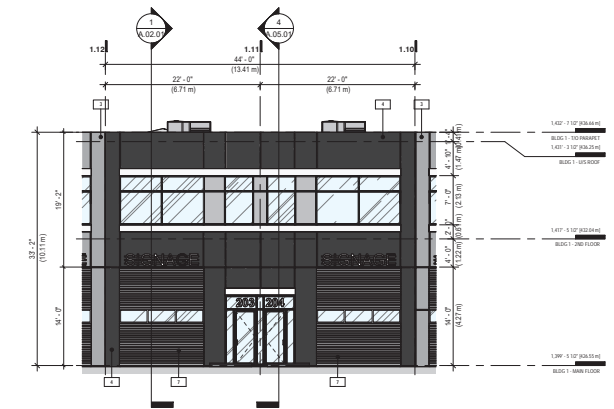
**CHRISTOPHER BOZYK ARCHITECTS LTD**  
 414-611 ALEXANDER STREET VANCOUVER BC V6A 1E1  
 PHONE (604) 251-3440 FAX (604) 251-3848 www.bozyk.com



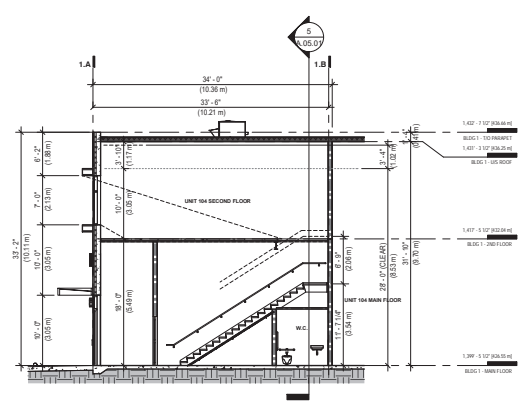
1 MAIN FLOOR - BUILDING 1 STAIRS (TYP.)  
1: 100



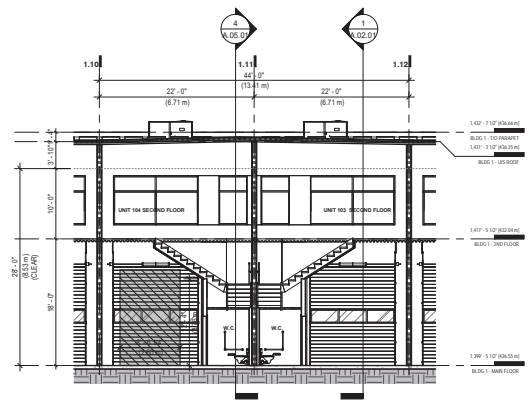
2 2ND FLOOR - BUILDING 1 STAIRS (TYP.)  
1: 100



3 BUILDING 1 - NORTH FACADE DETAIL  
1: 100



4 BUILDING 1 STAIRS (TYP.) - SECTION 1  
1: 100



5 BUILDING 1 STAIRS (TYP.) - SECTION 2  
1: 100



FIRE SEPARATION LEGEND	
	1 HR FIRE SEPARATION
	2 HR FIRE SEPARATION

MATERIALS LEGEND:	
	ACM PANEL, w/ 1/2" REVEALS COLOUR: WHITE
	TLT-UP CONCRETE PANELS WITH CAST-IN REVEALS PAINTED WHITE
	TLT-UP CONCRETE PANELS WITH CAST-IN REVEALS PAINTED LIGHT GREY
	TLT-UP CONCRETE PANELS WITH CAST-IN REVEALS PAINTED DARK GRAY
	CLEAR DOUBLE GLAZED WITH BLACK ALUMINUM FRAMES - CURTAIN WALL
	INSULATED SPANDREL GLASS WITH BLACK ALUMINUM FRAMES - CURTAIN WALL
	2" x 2" ALUMINUM SUPPORT RAIL SLATS FOR FUTURE SIGNAGE ATTACHMENT NA
	OVERHEAD METAL DOORS WITH VISION PANELS - PAINTED MEDIUM GRAY
	INSULATED STEEL DOORS - PAINTED GRAY TO MATCH WALL

**SCHEDULE B**

This forms part of application # DP22-0133

Planner Initials **TC**

6	2023.01.05	REISSUE FOR DP
5	2022.12.08	REVISED DP
4	2022.10.31	REVISED DP DRAWINGS
3	2022.09.05	ISSUED FOR REVIEW
2	2022.06.30	ISSUED FOR REVIEW
1	2022.04.07	ISSUED FOR REZONING
REVISION	DATE	DESCRIPTION

**COPYRIGHT NOTICE:**  
 All rights reserved. All ideas, designs, drawings and reproductions either in print or electronic format, are the property of Christopher Bozyk Architects Ltd., and are an instrument of service that may not be used, forwarded to others, transmitted, downloaded or reproduced either in print or electronic format, without the express written permission of the copyright owner.  
 Written dimensions shall have precedence over scaled dimensions. Contractors shall verify and be responsible for all dimensions and conditions on the site; shall request clarification of errors, discrepancies, or doubtful information contained in contract or drawings and documents. Failure to obtain such clarification renders the Contractor responsible for any resulting emergency work and the cost of rectification.



**PC URBAN KELOWNA - BUILDING 1**

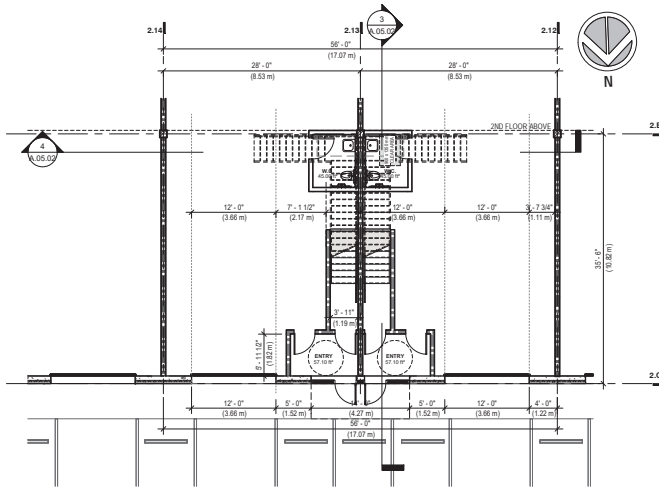
9640 MCCARTHY ROAD, KELOWNA, BC

## BUILDING 1 - STAIR PLANS & SECTIONS

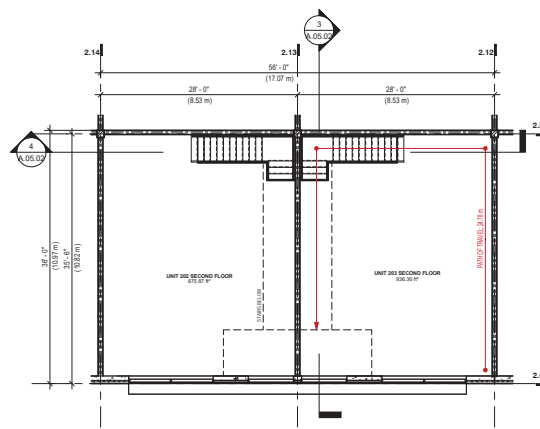
SCALE: As indicated DATE: 2022.07.15 DRAWN: PD  
 PROJECT NUMBER: B101-100010000 PROJECT NUMBER: 20003

# A.05.01

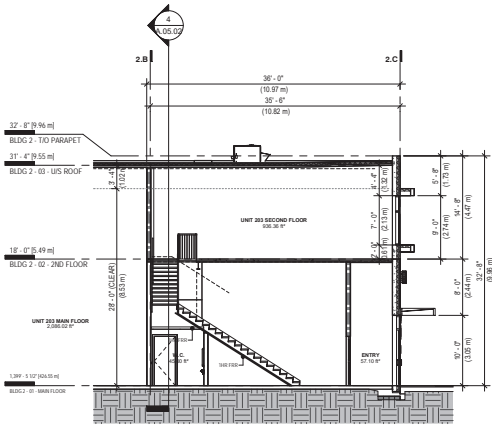
# BUILDING 2 - STAIRS (TYP.)



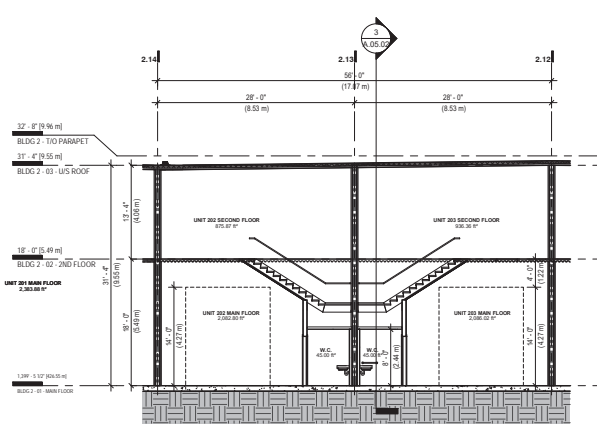
1 BUILDING 2 STAIRS (TYP.) - MAIN FLOOR  
1 : 100



2 BUILDING 2 STAIRS (TYP.) - MEZZANINE  
1 : 100

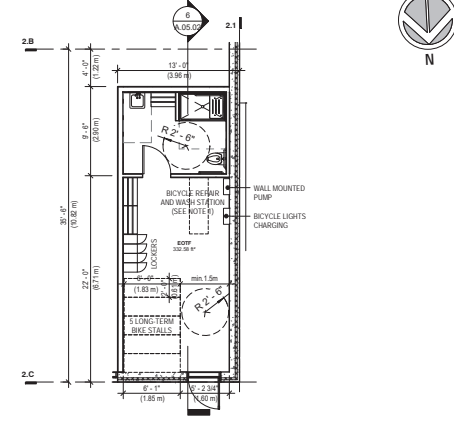


3 BUILDING 2 STAIRS (TYP.) - SECTION 1  
1 : 100

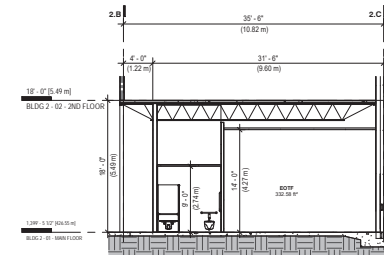


4 BUILDING 2 STAIRS (TYP.) - SECTION 2  
1 : 100

# BUILDING 2 - END OF TRIP FACILITY



5 END OF TRIP FACILITY - FLOOR PLAN  
1 : 75



6 END OF TRIP FACILITY - SECTION 1  
1/8" = 1'-0"

CHRISTOPHER  
BOZYK ARCHITECTS LTD  
414 - 611 ALEXANDER STREET VANCOUVER BC V6A 1E1  
PHONE (604) 251-3440 FAX (604) 251-3848 www.bozyk.com

**PCurban**  
property re-imagined™

**FIRE SEPARATION LEGEND**

1 HR FIRE SEPARATION	1 HR FIRE SEPARATION
2 HR FIRE SEPARATION	2 HR FIRE SEPARATION

**NOTES**

1. A 'BICYCLE REPAIR AND WASH STATION' INCLUDES TOOLS FOR BIKES, A COMMERCIAL GRADE PUMP, ACCESS TO WATER, AND A WAY TO RAISE A BIKE UP TO PERFORM SIMPLE MAINTENANCE.

REVISION	DATE	DESCRIPTION
6	2023.01.05	REISSUE FOR DP
5	2022.12.08	REVISED DP
4	2022.10.31	REVISED DP DRAWINGS
3	2022.09.05	ISSUED FOR REVIEW
2	2022.06.30	ISSUED FOR REVIEW
1	2022.04.07	ISSUED FOR REZONING

**COPYRIGHT NOTICE:**  
All rights reserved. All ideas, designs, drawings and reproductions either in print or electronic format, are the property of Christopher Bozyk Architects Ltd., and are an instrument of service that may not be used, forwarded to others, transmitted, downloaded or reproduced either in print or electronic format, without the express written permission of the copyright owner.  
Written dimensions shall have precedence over scaled dimensions. Contractors shall verify and be responsible for all dimensions and conditions on the job; shall request clarification of errors, discrepancies, or doubtful information contained in contract drawings and documents. Failure to obtain such clarification renders the Contractor responsible for any resulting emergency work and the cost of rectification.



PC URBAN KELOWNA - BUILDING 2

9640 MCCARTHY ROAD, KELOWNA, BC

**BUILDING 2 - STAIRS AND  
END OF TRIP FACILITY**

SCALE: As indicated DATE: 2022.07.15 DRAWN: PD  
PROJECT NUMBER: 20003

**SCHEDULE B**

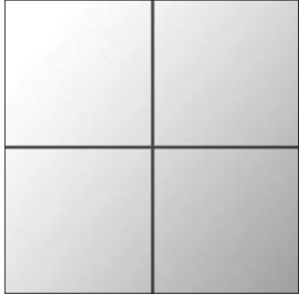
This forms part of application  
# DP22-0133

Planner Initials **TC**

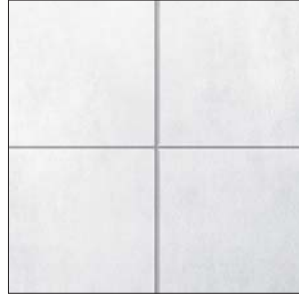
City of Kelowna  
DEVELOPMENT PLANNING

**A.05.02**

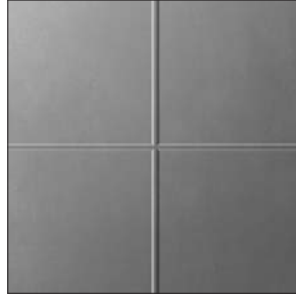




01  
ACM PANEL w/ 1/2" REVEALS  
COLOUR: PURE WHITE (RAL 9010) OR APPROVED EQUAL



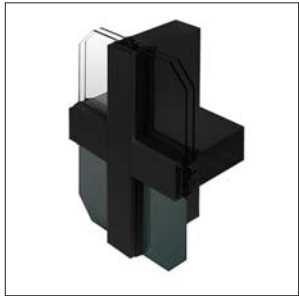
02  
CAST-IN-PLACE CONCRETE WITH 3/4"x 2" REVEALS  
COLOUR: PURE WHITE (RAL 9010) OR APPROVED EQUAL



03  
CAST-IN-PLACE CONCRETE WITH 3/4"x 2" REVEALS  
COLOUR: SIGNAL GREY (RAL 7004) OR APPROVED EQUAL



04  
CAST-IN-PLACE CONCRETE WITH 3/4"x 2" REVEALS  
COLOUR: SIGNAL BLACK (RAL 9004) OR APPROVED EQUAL



**BLACK COATED ALUMINUM CURTAINWALL**

5A - CLEAR DOUBLE GLAZING, LOW E, TEMPERED WHERE REQUIRED BY CODE.

5B - DOUBLE GLAZED SPANDREL GLASS, OPACI-COAT-300 COLOUR: HARMONY SOLEX

**CHRISTOPHER BOZYK ARCHITECTS LTD**  
414 - 611 ALEXANDER STREET VANCOUVER BC V6A 1E1  
PHONE (604) 251-3440 FAX (604) 251-3848 www.bozyk.com



**MATERIALS LEGEND:**

○	□	ACM PANEL w/ 1/2" REVEALS COLOUR: WHITE
○	▤	TILT-UP CONCRETE PANELS WITH CAST-IN REVEALS PAINTED WHITE
○	▥	TILT-UP CONCRETE PANELS WITH CAST-IN REVEALS PAINTED LIGHT GREY
○	▦	TILT-UP CONCRETE PANELS WITH CAST-IN REVEALS PAINTED DARK GREY
○	▧	CLEAR DOUBLE GLAZED WITH BLACK ALUMINUM FRAMES - CURTAIN WALL
○	▨	INSULATED SPANDREL GLASS WITH BLACK ALUMINUM FRAMES - CURTAIN WALL
○	▩	2"x2" ALUMINUM SUPPORT GAIL SLATS FOR FUTURE SIGNAGE ATTACHMENT VIA
○	▪	OVERHEAD METAL DOORS WITH VISION PANELS - PAINTED MEDIUM GRAY
○	▫	INSULATED STEEL DOORS - PAINTED MEDIUM GRAY

5	2023.01.05	REVISED FOR DP
4	2022.12.08	REVISED DP
3	2022.10.31	REVISED DP DRAWINGS
2	2022.06.30	ISSUED FOR REVIEW
1	2022.04.07	ISSUED FOR REZONING
REVISION	DATE	DESCRIPTION

**COPYRIGHT NOTICE:**  
All rights reserved. All ideas, designs, drawings and reproductions either in print or electronic format, are the property of Christopher Bozyk Architects Ltd., and are an instrument of service that may not be used, forwarded to others, transmitted, downloaded or reproduced either in print or electronic format, without the express written permission of the copyright owner.  
Written dimensions shall have precedence over scaled dimensions. Contractors shall verify and be responsible for all dimensions and conditions on the job; shall request clarification of errors, discrepancies, or doubtful information contained in contract drawings and documents. Failure to obtain such clarification renders the Contractor responsible for any resulting improper work and the cost of rectification.



**PC URBAN KELOWNA**

9640 MCCARTHY ROAD, KELOWNA, BC

**MATERIALS**

SCALE: 1/8" = 1'-0" DATE: 2022.11.14 DRAWN: PD  
PROJECT NUMBER: 2003

**A.09.01**

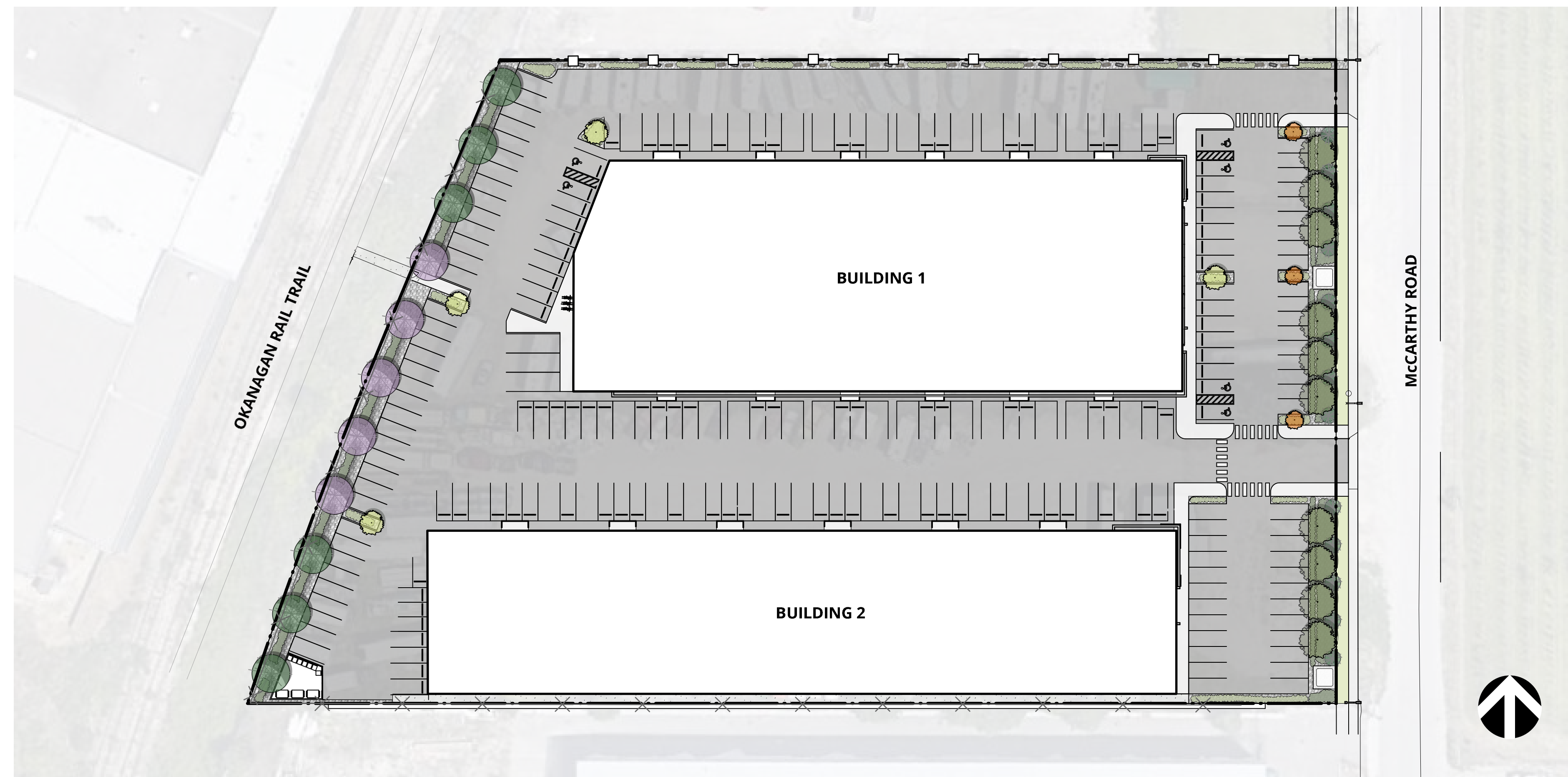
**SCHEDULE B**

This forms part of application  
# DP22-0133

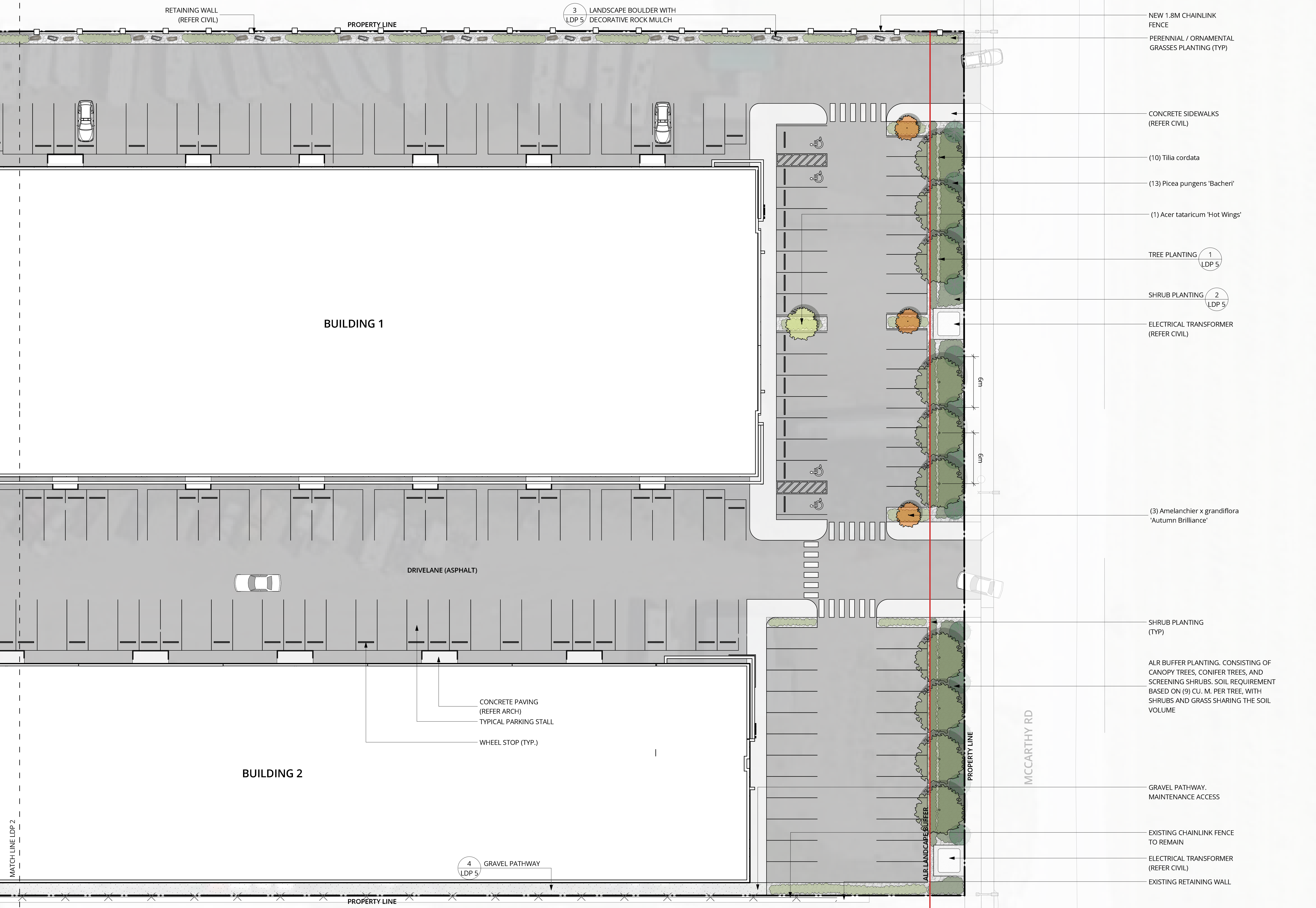
Planner Initials **TC**

City of Kelowna  
DEVELOPMENT PLANNING

**PC URBAN PROPERTIES**  
**9640 McCARTHY ROAD - INDUSTRIAL DEVELOPMENT**  
**LANDSCAPE PLAN (DEVELOPMENT PERMIT)**  
**KELOWNA**  
NOVEMBER 25, 2022



**SCHEDULE C**  
This forms part of application  
# DP22-0133  
Planner Initials **TC**  
City of Kelowna  
DEVELOPMENT PLANNING



- NEW 1.8M CHAINLINK FENCE
- PERENNIAL / ORNAMENTAL GRASSES PLANTING (TYP)
- CONCRETE SIDEWALKS (REFER CIVIL)
- (10) Tilia cordata
- (13) Picea pungens 'Bacheri'
- (1) Acer tataricum 'Hot Wings'
- TREE PLANTING 1 LDP 5
- SHRUB PLANTING 2 LDP 5
- ELECTRICAL TRANSFORMER (REFER CIVIL)
- (3) Amelanchier x grandiflora 'Autumn Brilliance'
- SHRUB PLANTING (TYP)
- ALR BUFFER PLANTING. CONSISTING OF CANOPY TREES, CONIFER TREES, AND SCREENING SHRUBS. SOIL REQUIREMENT BASED ON (9) CU. M. PER TREE, WITH SHRUBS AND GRASS SHARING THE SOIL VOLUME
- GRAVEL PATHWAY. MAINTENANCE ACCESS
- EXISTING CHAINLINK FENCE TO REMAIN
- ELECTRICAL TRANSFORMER (REFER CIVIL)
- EXISTING RETAINING WALL

**LEGEND:**

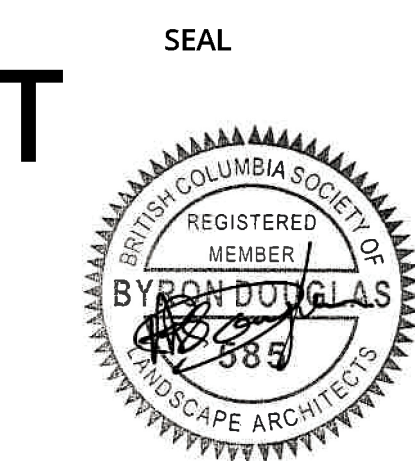
- PROPOSED TREES
- PROPERTY LINE
- EXISTING CHAINLINK FENCE
- NEW 1.8M CHAINLINK FENCE
- ASPHALT
- CONCRETE (REFER CIVIL)
- DECORATIVE ROCK MULCH
- GRAVEL PATHWAY
- SHRUB PLANTING
- ORNAMENTAL GRASS / PERENNIAL PLANTING
- LANDSCAPE BOULDERS

- NOTES:**
1. THIS DRAWING DEPICTS FORM AND CHARACTER AND IS TO BE USED FOR DEVELOPMENT PERMIT SUBMISSION ONLY. IT IS NOT INTENDED FOR USE AS A CONSTRUCTION DOCUMENT.
  2. THE LANDSCAPE DESIGN INDICATED HEREIN IS CONCEPTUAL; HOWEVER, IT REFLECTS THE MINIMUM ACCEPTABLE QUALITY AND SIZE.
  3. ALL PLANT MATERIALS AND CONSTRUCTION METHODS SHALL CONFORM TO THE MINIMUM STANDARDS SET OUT IN THE CANADIAN LANDSCAPE STANDARD (CURRENT EDITION).
  4. PLANT MATERIAL SELECTIONS INDICATED HEREIN ARE CONCEPTUAL ONLY. FINAL PLANTING SELECTIONS MAY VARY DEPENDING UPON AVAILABILITY.
  5. ALL PLANTING BEDS SHALL HAVE AN APPROVED MULCH.
  6. ALL LANDSCAPE AREAS ARE TO BE IRRIGATED WITH AN EFFICIENT AUTOMATIC IRRIGATION SYSTEM.

**SCHEDULE C**

This forms part of application # DP22-0133

Planner Initials TC



SEAL NORTH

SCALE: 1 : 200

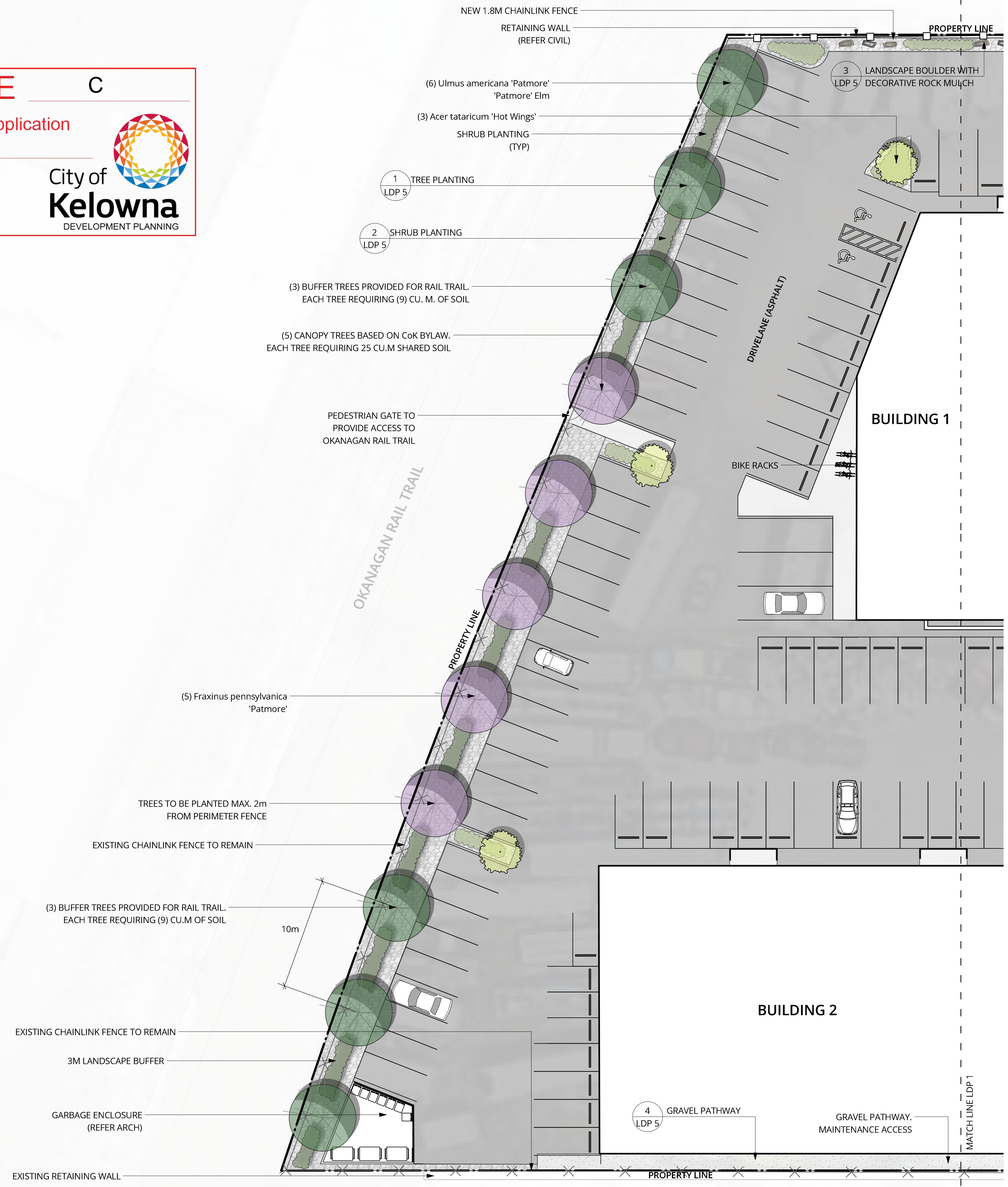
ISSUED FOR :

NO.	DESCRIPTION	DATE
2	RE-ISSUED FOR DEVELOPMENT PERMIT	2022-11-25
1	RE-ISSUED FOR DEVELOPMENT PERMIT	2022-11-04
0	ISSUED FOR DEVELOPMENT PERMIT	2022-06-02

# SCHEDULE C

This forms part of application  
# DP22-0133

Planner Initials **TC**



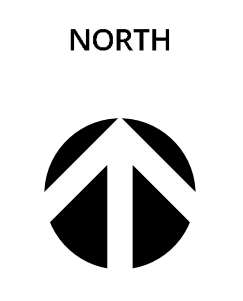
QTY	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	MATURE PLANT SIZE (Ht.xWd.)
<b>Trees</b>					
4	<i>Acer tataricum</i> 'Hot Wings'	Tatarian maple	6cm Cal	B&B	5 x 4m
3	<i>Amelanchier x grandiflora</i> 'Autumn Brilliance'	Autumn Brilliance Serviceberry	6cm Cal	B&B	7.5 x 6m
6	<i>Fraxinus pennsylvanica</i> 'Patmore'	Patmore Green Ash	6cm Cal	B&B	15 x 11m
13	<i>Picea pungens</i> 'Bacheri'	Bakeri Spruce	min. 2.5m high	B&B	6 x 5m
10	<i>Tilia cordata</i>	Littleleaf Linden	6cm Cal	B&B	9 x 8m
5	<i>Ulmus americana</i> 'Patmore'	Patmore Elm	6cm Cal	B&B	15 x 9m
<b>Shrubs</b>					
78	<i>Berberis thunbergii</i> 'Concorde'	Concorde Japanese Barberry	#02	Potted	0.6 x 0.6m
55	<i>Cornus stolonifera</i> 'Arctic Fire'	Red Osier Dogwood	#02	Potted	1.2 x 1.2m
81	<i>Juniperus horizontalis</i> 'Prince of Wales'	Prince of Wales Juniper	#02	Potted	0.2 x 2.5m
25	<i>Physocarpus opulifolius</i> 'Dart's Gold'	'Dart's Gold' Common Ninebark	#02	Potted	1.2 x 1.5m
20	<i>Physocarpus opulifolius</i> 'Diabolo'	'Diabolo' Common Ninebark	#02	Potted	1.5 x 1.5m
78	<i>Rhus aromatica</i> 'Gro-Low'	Fragrant Sumac	#02	Potted	1.0 x 1.8m
20	<i>Taxus x media</i> 'Hicksii'	Hick's Yew	#02	Potted	3 x 1.2m
<b>Ornamental Grasses</b>					
20	<i>Calamagrostis x acutiflora</i> 'Karl Foerster'	Karl Foerster Reed Grass	#01	Potted	1.5 x 1.2m
19	<i>Helictotrichon sempervirens</i>	Blue Oat Grass	#01	Potted	1 x 0.9m
<b>Perennials</b>					
19	<i>Achillea filipendulina</i> 'Gold Plate'	Gold Plate Yarrow	#01	Potted	1.2 x 0.9m
19	<i>Nepeta x faassenii</i> 'Walker's Low'	Walker's Low Catmint	#01	Potted	0.6 x 0.9m
24	<i>Perovskia atriplicifolia</i> 'Blue Spire'	Blue Spire Russian Sage	#01	Potted	1 x 1.2m

**LEGEND:**

- PROPOSED TREES
- PROPERTY LINE
- EXISTING CHAINLINK FENCE
- NEW 1.8M CHAINLINK FENCE
- ASPHALT
- CONCRETE (REFER CIVIL)
- DECORATIVE ROCK MULCH
- GRAVEL PATHWAY
- SHRUB PLANTING
- ORNAMENTAL GRASS / PERENNIAL PLANTING
- LANDSCAPE BOULDERS

- NOTES:**
- THIS DRAWING DEPICTS FORM AND CHARACTER AND IS TO BE USED FOR DEVELOPMENT PERMIT SUBMISSION ONLY. IT IS NOT INTENDED FOR USE AS A CONSTRUCTION DOCUMENT.
  - THE LANDSCAPE DESIGN INDICATED HEREIN IS CONCEPTUAL; HOWEVER, IT REFLECTS THE MINIMUM ACCEPTABLE QUALITY AND SIZE.
  - ALL PLANT MATERIALS AND CONSTRUCTION METHODS SHALL CONFORM TO THE MINIMUM STANDARDS SET OUT IN THE CANADIAN LANDSCAPE STANDARD (CURRENT EDITION).
  - PLANT MATERIAL SELECTIONS INDICATED HEREIN ARE CONCEPTUAL ONLY. FINAL PLANTING SELECTIONS MAY VARY DEPENDING UPON AVAILABILITY.
  - ALL PLANTING BEDS SHALL HAVE AN APPROVED MULCH.
  - ALL LANDSCAPE AREAS ARE TO BE IRRIGATED WITH AN EFFICIENT AUTOMATIC IRRIGATION SYSTEM.

**PRECEDENT IMAGES:**



SCALE: 1 : 200

ISSUED FOR :

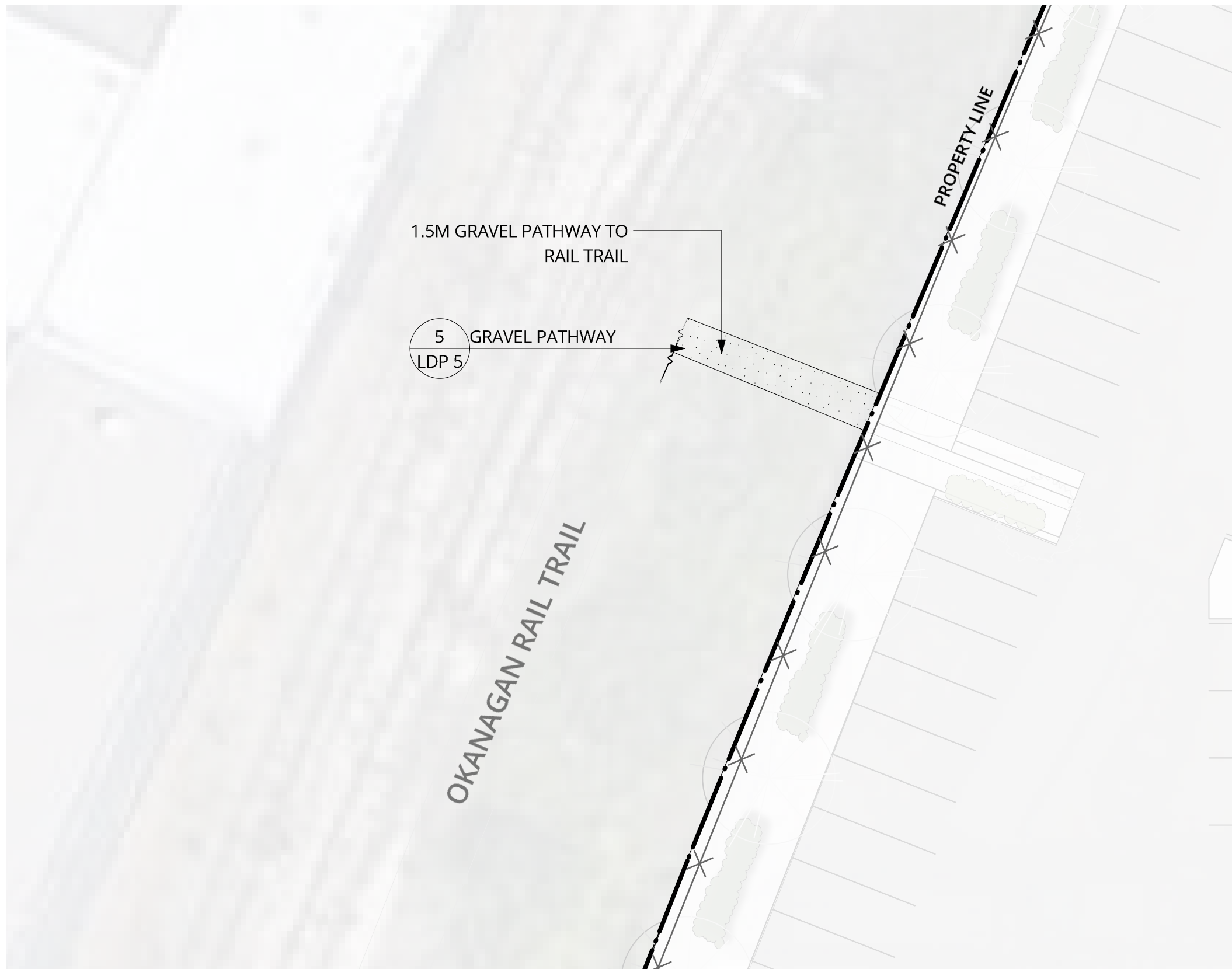
NO.	DESCRIPTION	DATE
2	RE-ISSUED FOR DEVELOPMENT PERMIT	2022-11-25
1	RE-ISSUED FOR DEVELOPMENT PERMIT	2022-11-04
0	ISSUED FOR DEVELOPMENT PERMIT	2022-06-02

**SCHEDULE C**

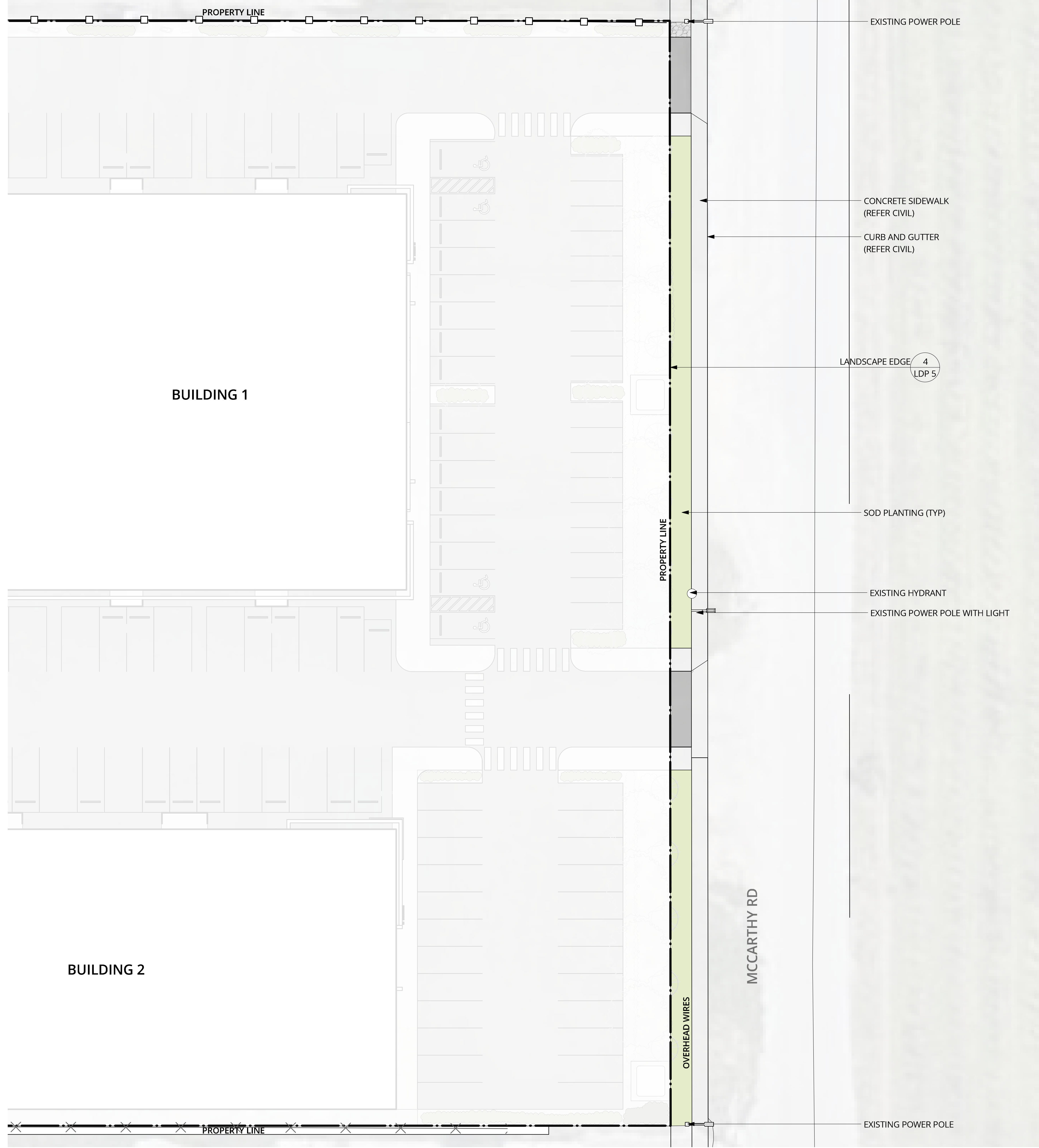
This forms part of application  
# DP22-0133

Planner Initials **TC**

City of Kelowna  
DEVELOPMENT PLANNING



RAIL TRAIL ACCESS LANDSCAPE PLAN (OFF SITE)



- LEGEND:**
- PROPOSED TREES
  - PROPERTY LINE
  - EXISTING CHAINLINK FENCE
  - NEW 1.8M CHAINLINK FENCE
  - ASPHALT
  - CONCRETE (REFER CIVIL)
  - DECORATIVE ROCK MULCH
  - GRAVEL PATHWAY
  - SHRUB PLANTING
  - ORNAMENTAL GRASS / PERENNIAL PLANTING
  - LANDSCAPE BOULDERS
  - LAWN FROM SOD

- NOTES:**
1. THIS DRAWING DEPICTS FORM AND CHARACTER AND IS TO BE USED FOR DEVELOPMENT PERMIT SUBMISSION ONLY. IT IS NOT INTENDED FOR USE AS A CONSTRUCTION DOCUMENT.
  2. THE LANDSCAPE DESIGN INDICATED HEREIN IS CONCEPTUAL; HOWEVER, IT REFLECTS THE MINIMUM ACCEPTABLE QUALITY AND SIZE.
  3. ALL PLANT MATERIALS AND CONSTRUCTION METHODS SHALL CONFORM TO THE MINIMUM STANDARDS SET OUT IN THE CANADIAN LANDSCAPE STANDARD (CURRENT EDITION).
  4. PLANT MATERIAL SELECTIONS INDICATED HEREIN ARE CONCEPTUAL ONLY. FINAL PLANTING SELECTIONS MAY VARY DEPENDING UPON AVAILABILITY.
  5. ALL PLANTING BEDS SHALL HAVE AN APPROVED MULCH.
  6. ALL LANDSCAPE AREAS ARE TO BE IRRIGATED WITH AN EFFICIENT AUTOMATIC IRRIGATION SYSTEM.

ISSUED FOR :

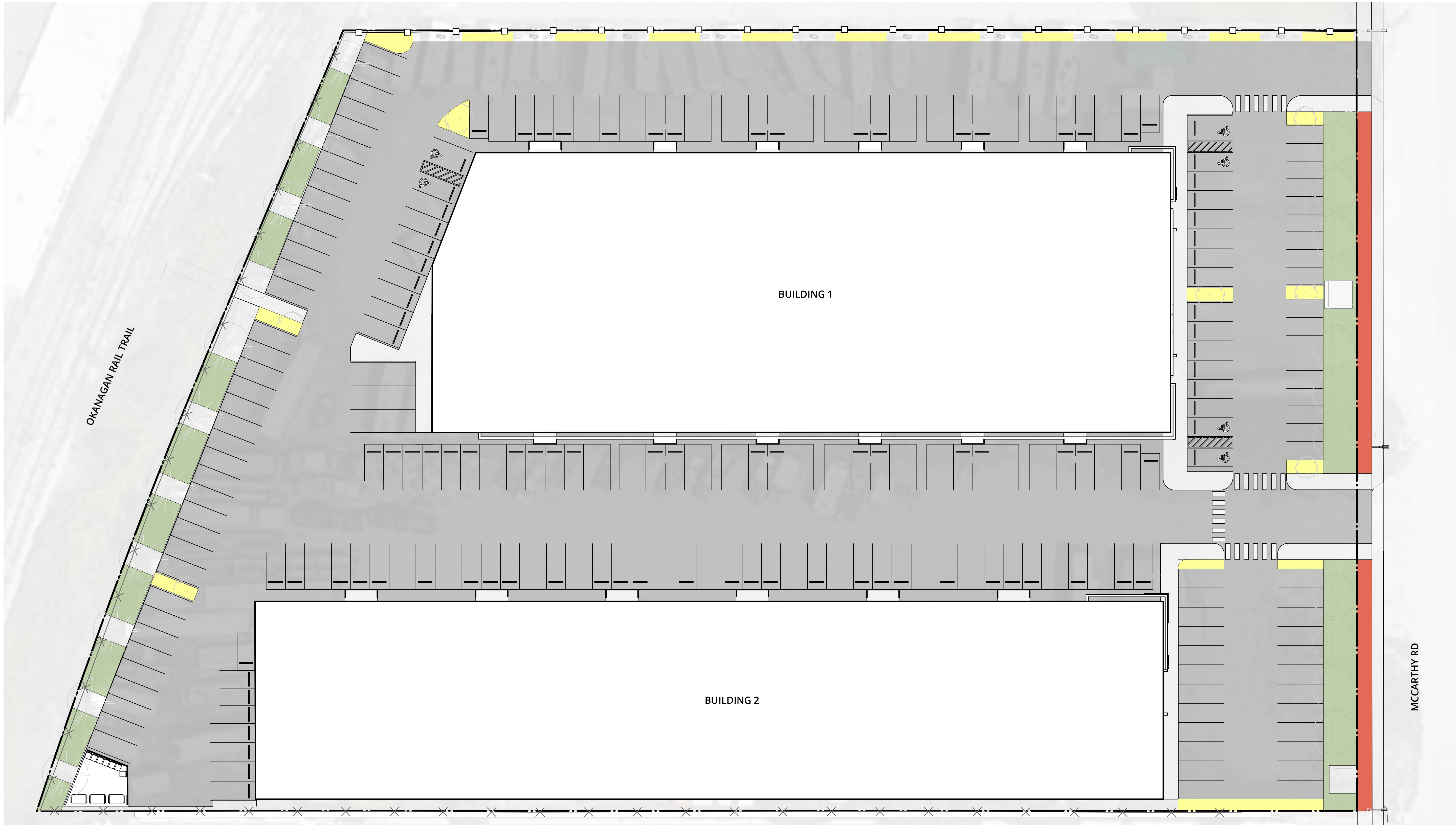
NO.	DESCRIPTION	DATE
2	RE-ISSUED FOR DEVELOPMENT PERMIT	2022-11-25
1	RE-ISSUED FOR DEVELOPMENT PERMIT	2022-11-04
0	ISSUED FOR DEVELOPMENT PERMIT	2022-06-02

**LEGEND:**

- LOW WATER REQUIREMENTS GRASSES / PERENNIALS
- MEDIUM WATER REQUIREMENTS SHRUBS
- HIGH WATER REQUIREMENTS SOD

**NOTES:**

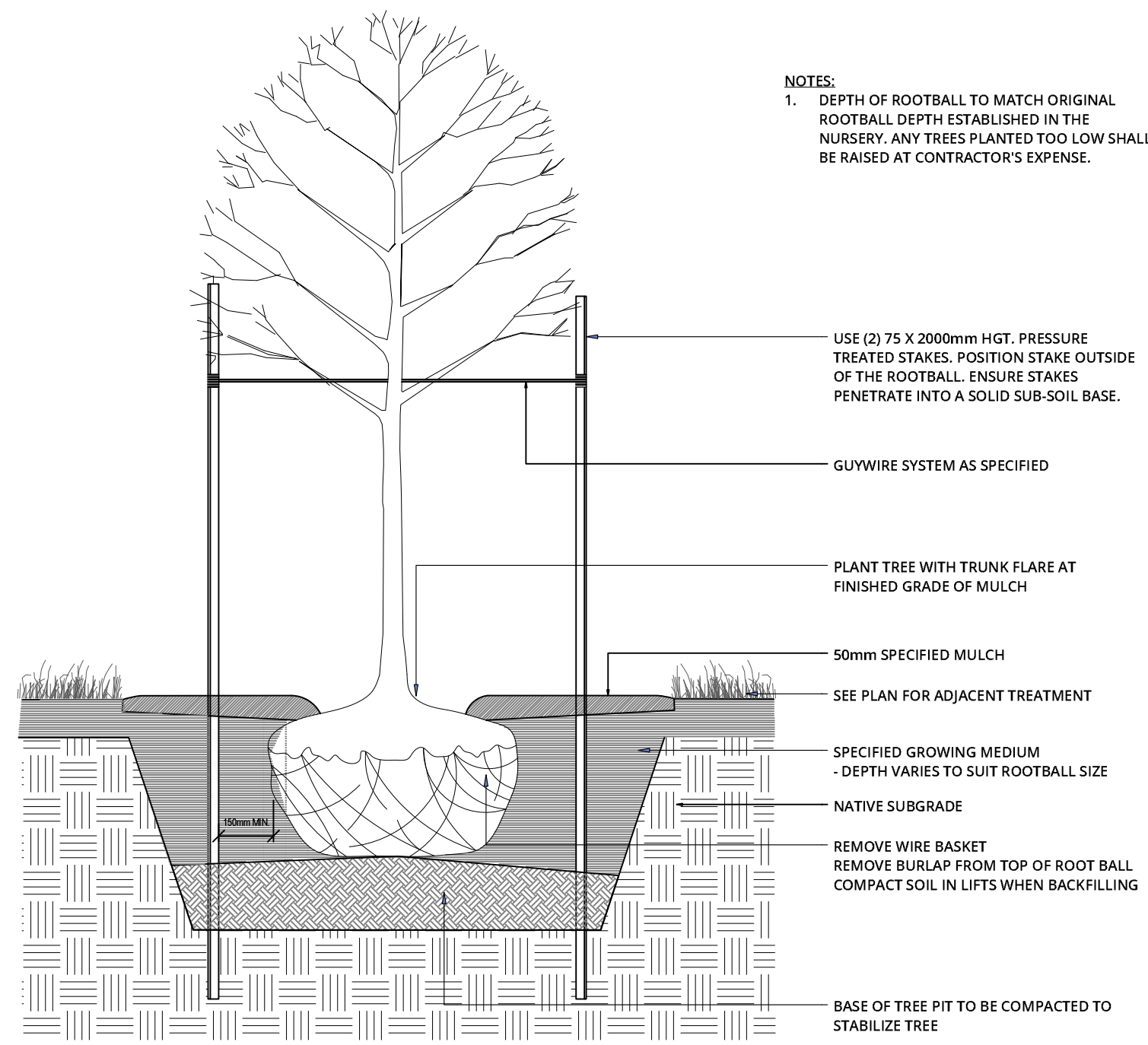
1. THIS DRAWING DEPICTS FORM AND CHARACTER AND IS TO BE USED FOR DEVELOPMENT PERMIT SUBMISSION ONLY. IT IS NOT INTENDED FOR USE AS A CONSTRUCTION DOCUMENT.
2. THE LANDSCAPE DESIGN INDICATED HEREIN IS CONCEPTUAL; HOWEVER, IT REFLECTS THE MINIMUM ACCEPTABLE QUALITY AND SIZE.
3. ALL PLANT MATERIALS AND CONSTRUCTION METHODS SHALL CONFORM TO THE MINIMUM STANDARDS SET OUT IN THE CANADIAN LANDSCAPE STANDARD (CURRENT EDITION).
4. PLANT MATERIAL SELECTIONS INDICATED HEREIN ARE CONCEPTUAL ONLY. FINAL PLANTING SELECTIONS MAY VARY DEPENDING UPON AVAILABILITY.
5. ALL PLANTING BEDS SHALL HAVE AN APPROVED MULCH.
6. ALL LANDSCAPE AREAS ARE TO BE IRRIGATED WITH AN EFFICIENT AUTOMATIC IRRIGATION SYSTEM.



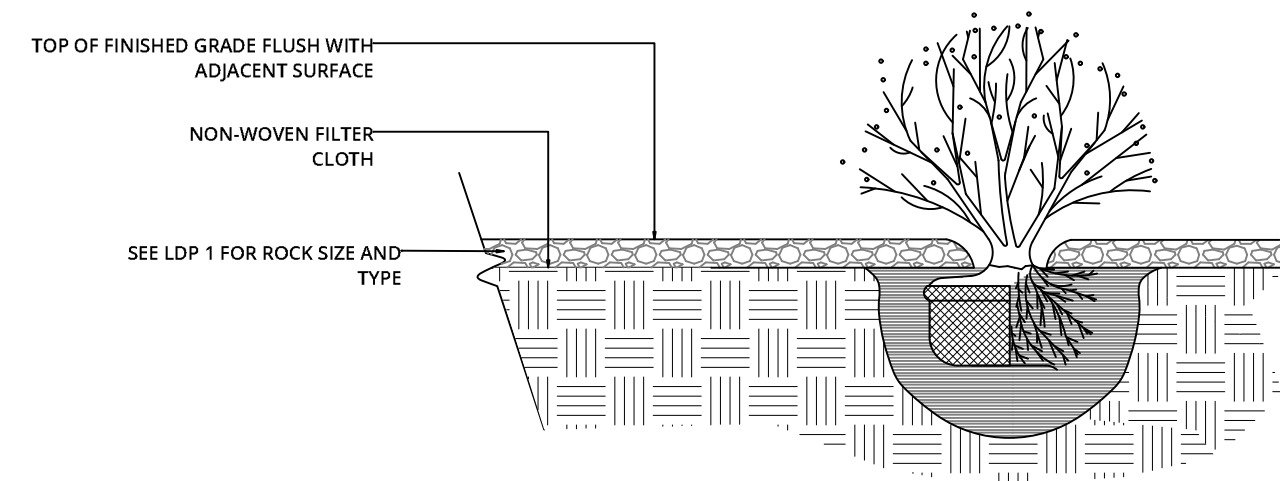
**SCHEDULE C**  
 This forms part of application # DP22-0133  
 City of Kelowna  
 DEVELOPMENT PLANNING  
 Planner Initials: TC

ISSUED FOR :

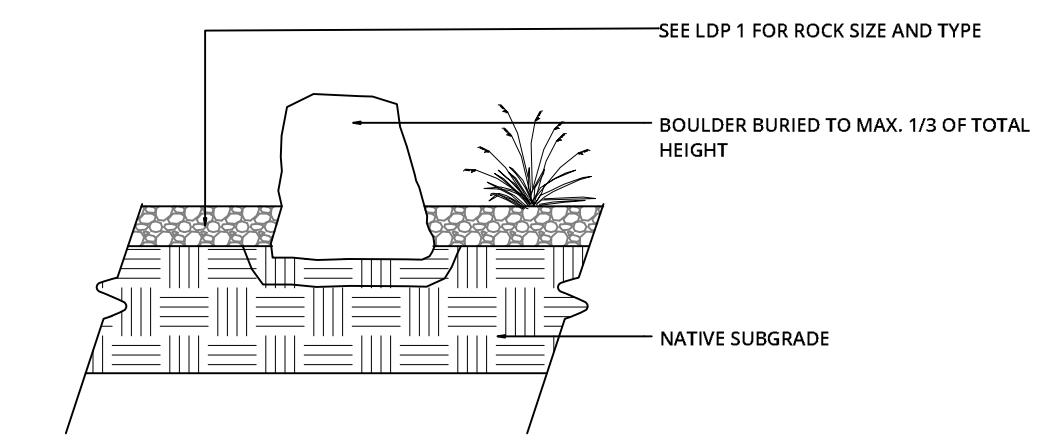
NO.	DESCRIPTION	DATE
1	RE-ISSUED FOR DEVELOPMENT PERMIT	2022-11-04
0	ISSUED FOR DEVELOPMENT PERMIT	2022-06-02



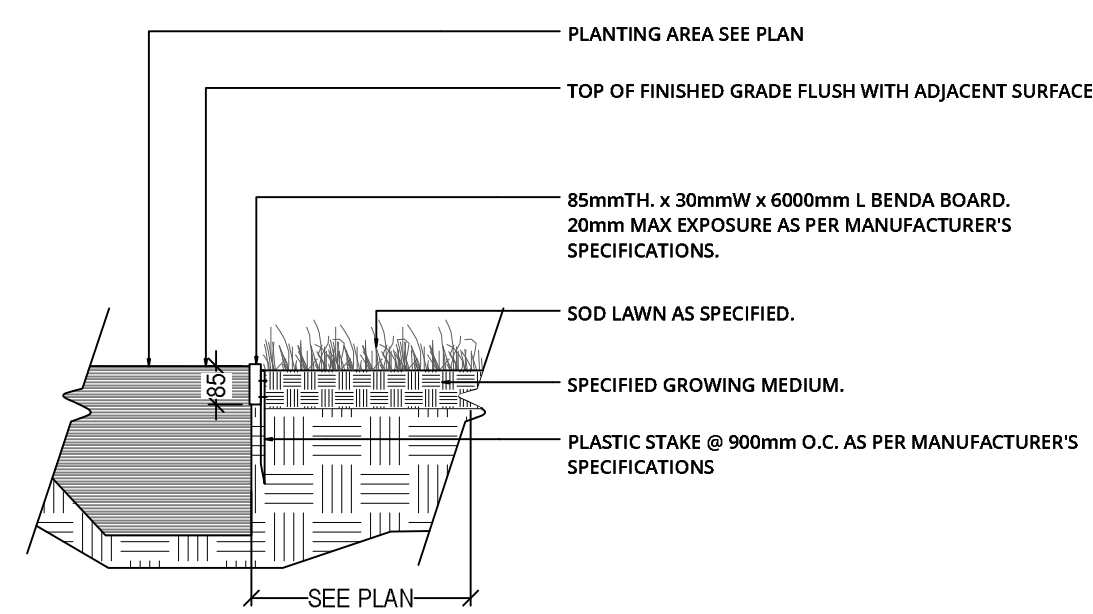
1 TREE PLANTING  
LDP 5 1:20



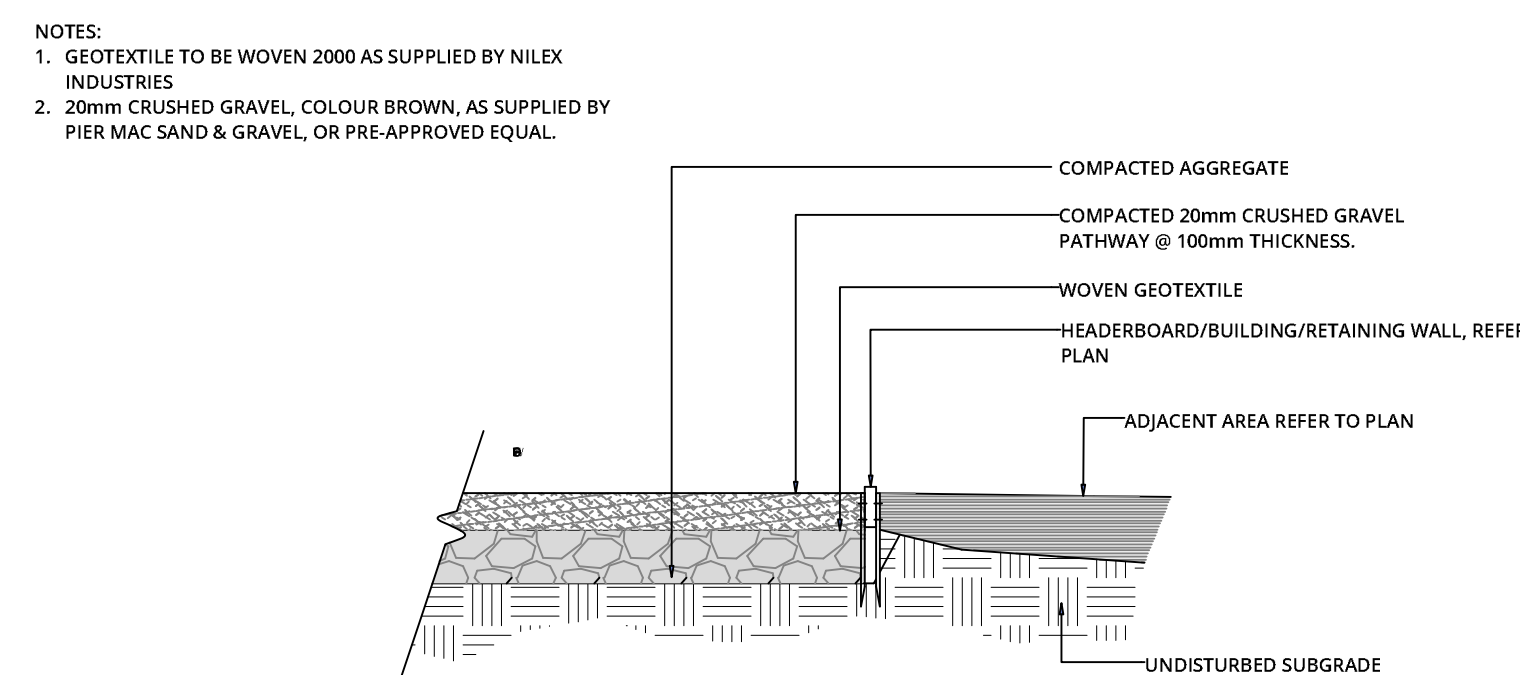
2 SHRUB PLANTING  
LDP 5 1:20



3 LANDSCAPE BOULDER WITH DECORATIVE ROCK MULCH  
LDP 5 1:20



4 LANDSCAPE EDGE/SOD PLANTING  
LDP 5 1:20



5 GRAVEL PATHWAY  
LDP 5 1:20

**SCHEDULE C**

This forms part of application # DP22-0133

Planner Initials **TC**

City of Kelowna DEVELOPMENT PLANNING

ISSUED FOR:

NO.	DESCRIPTION	DATE
1	RE-ISSUED FOR DEVELOPMENT PERMIT	2022-11-25
1	RE-ISSUED FOR DEVELOPMENT PERMIT	2022-11-04
0	ISSUED FOR DEVELOPMENT PERMIT	2022-06-02

SCALE: 1:20

**FORM & CHARACTER – DEVELOPMENT PERMIT GUIDELINES**

Consideration has been given to the following guidelines as identified in Chapter 18 of the City of Kelowna 2040 Official Community Plan:

<b>SECTION 6.0: RETAIL, COMMERCIAL AND INDUSTRIAL</b>						
<b>RATE PROPOSALS COMPLIANCE TO PERTINENT GUIDELINE</b> <i>(1 is least complying &amp; 5 is highly complying)</i>	<b>N/A</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>6.1 General Guidelines</b>						
<b>6.1.1 Relationship to the Street</b>	<b>N/A</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>6.4 Industrial and Service Commercial</b>						
<b>6.4.1 Relationship to the Street</b>	<b>N/A</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
a. Design primary entries to be clearly visible and accessible from the street.		✓				
b. Site the building's primary façade parallel to the street and close to the minimum setback to establish a defined street edge.			✓			
c. Include glazing, as a major component of street facing facades.					✓	
d. Maintain and enhance street edge definition by preserving or incorporating street trees.						✓
e. Locate the office, reception, or sales component of the building closer to the street than the plant or warehouse component.						✓
f. Do not locate service doors (e.g., an overhead loading door) facing the street.						✓
<b>6.4.2 Site Planning and Landscaping</b>	<b>N/A</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
a. Pedestrian pathways should provide clear sight lines and connect the building to outdoor amenity spaces.					✓	
b. Consider providing landscaped green roofs to manage runoff, add visual appeal, improve energy efficiency, reduce heat island effect, and provide amenity value.		✓				
<b>6.4.3 Site Servicing, Access, and Parking</b>	<b>N/A</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
a. The preferred location for main parking areas is at the rear and/or side of the building.			✓			
b. Avoid locating large parking areas between the building and street. A single loaded row of visitor parking and passenger drop-off areas may be located between the building and the street.			✓			
c. Where parking areas are visible from the street, screen it using strategies such as tree planting, berming, low walls, decorative fencing and/or hedging.						✓
d. Break parking areas into smaller blocks defined by landscaping in order to minimize the amount of paved areas.					✓	
e. Locate outdoor storage areas within rear yards and/or interior side yards and screened from street view.	✓					
<b>6.4.4 Building Articulation, Features and Materials</b>	<b>N/A</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
a. Avoid facing unarticulated facades to the street and use projections, recesses, plantings, awnings, color and texture to reduce the visual size of any unglazed walls.					✓	



b. Use different exterior materials to distinguish between the plant/warehouse component of a building from the office/sales component.						✓
---	--	--	--	--	--	---

**ATTACHMENT**      **B**

This forms part of application  
# DP22-0133

Planner Initials **TC**



City of  
**Kelowna**  
DEVELOPMENT PLANNING



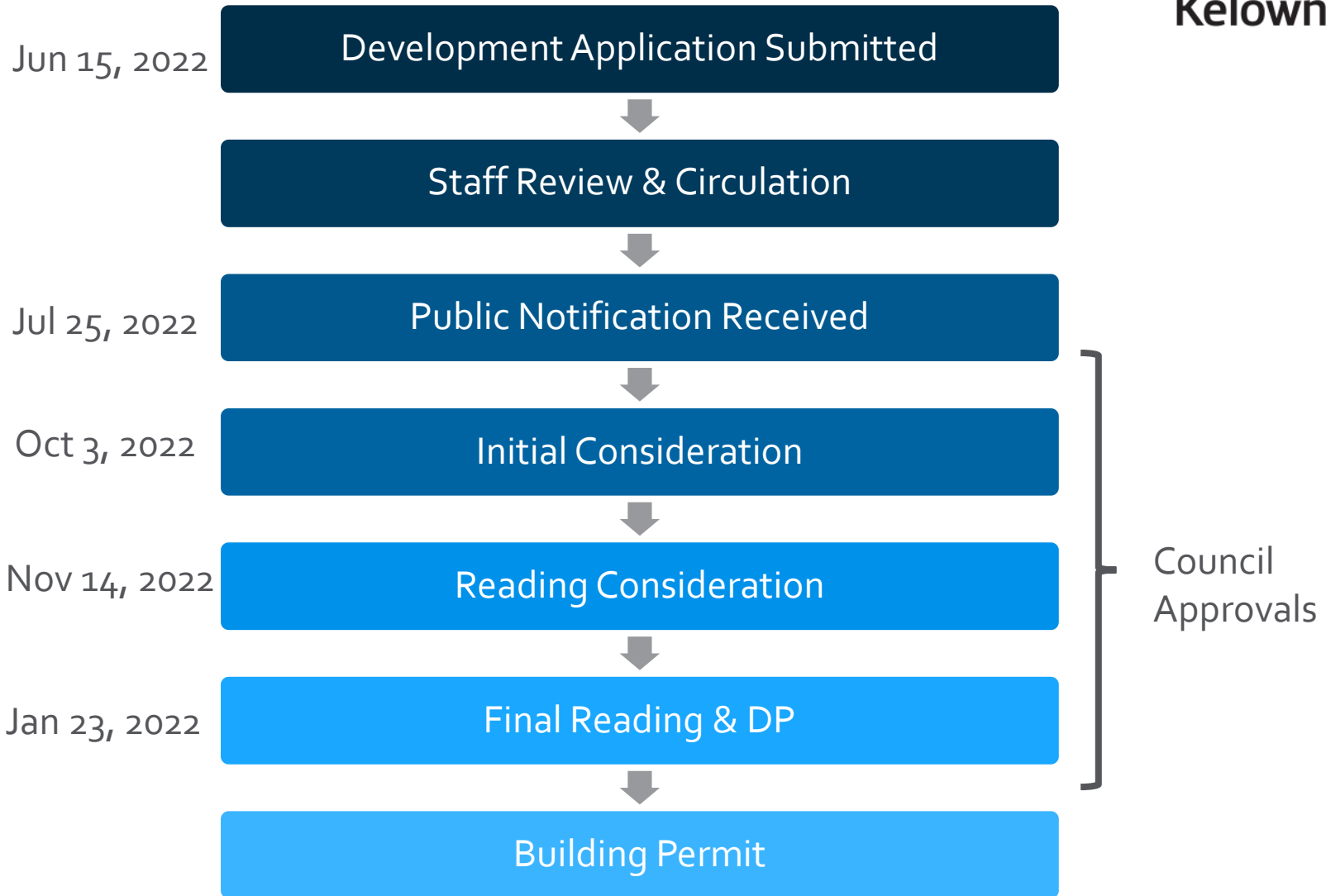
City of  
**Kelowna**

**Application No. DP22-0133**  
**Property Address: 9640 McCarthy Road**  
**Development Permit Application**

# Purpose

- ▶ To issue a Development Permit for the form and character of two new industrial buildings on the subject property.

# Development Process

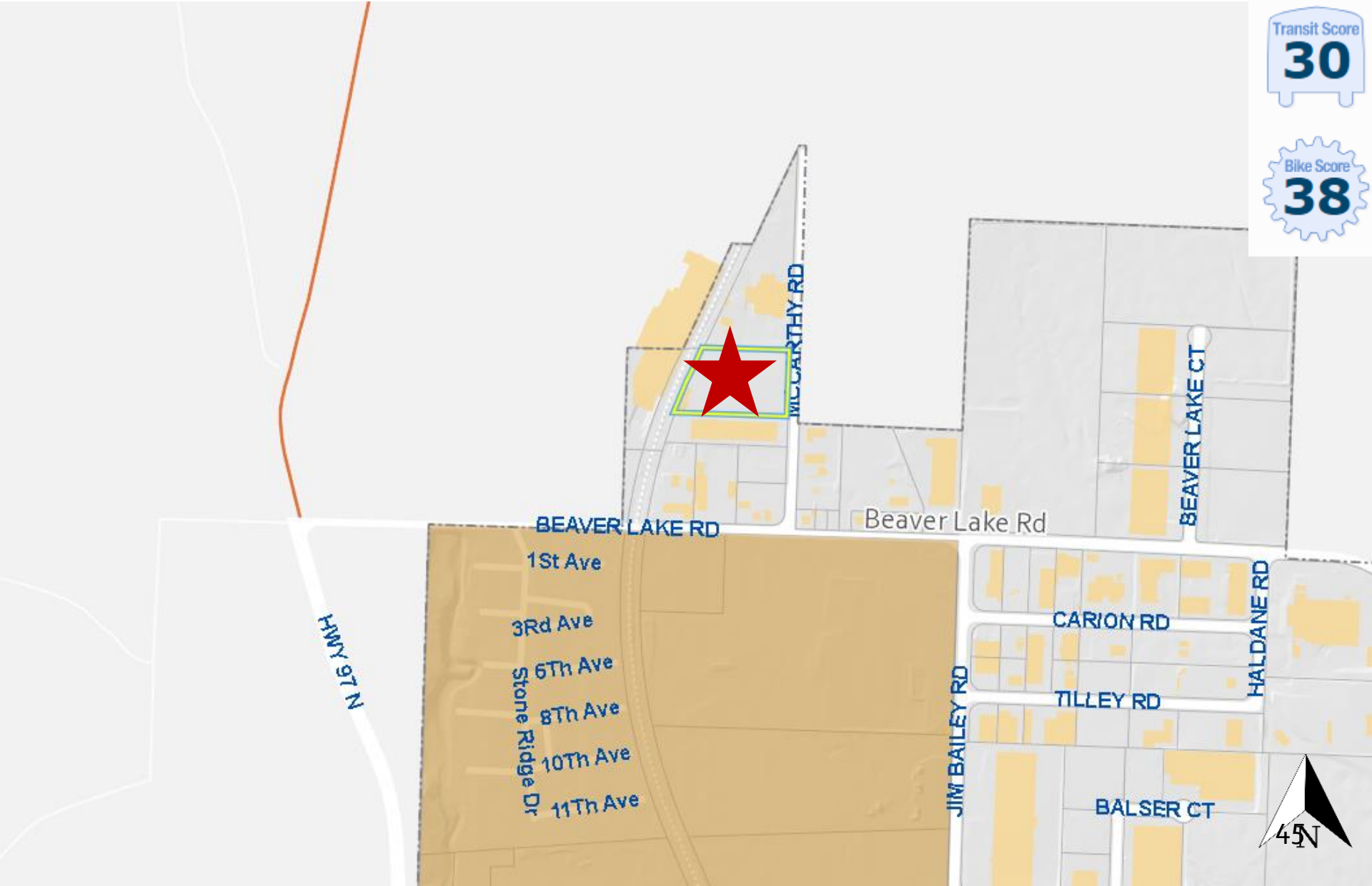


# Context Map

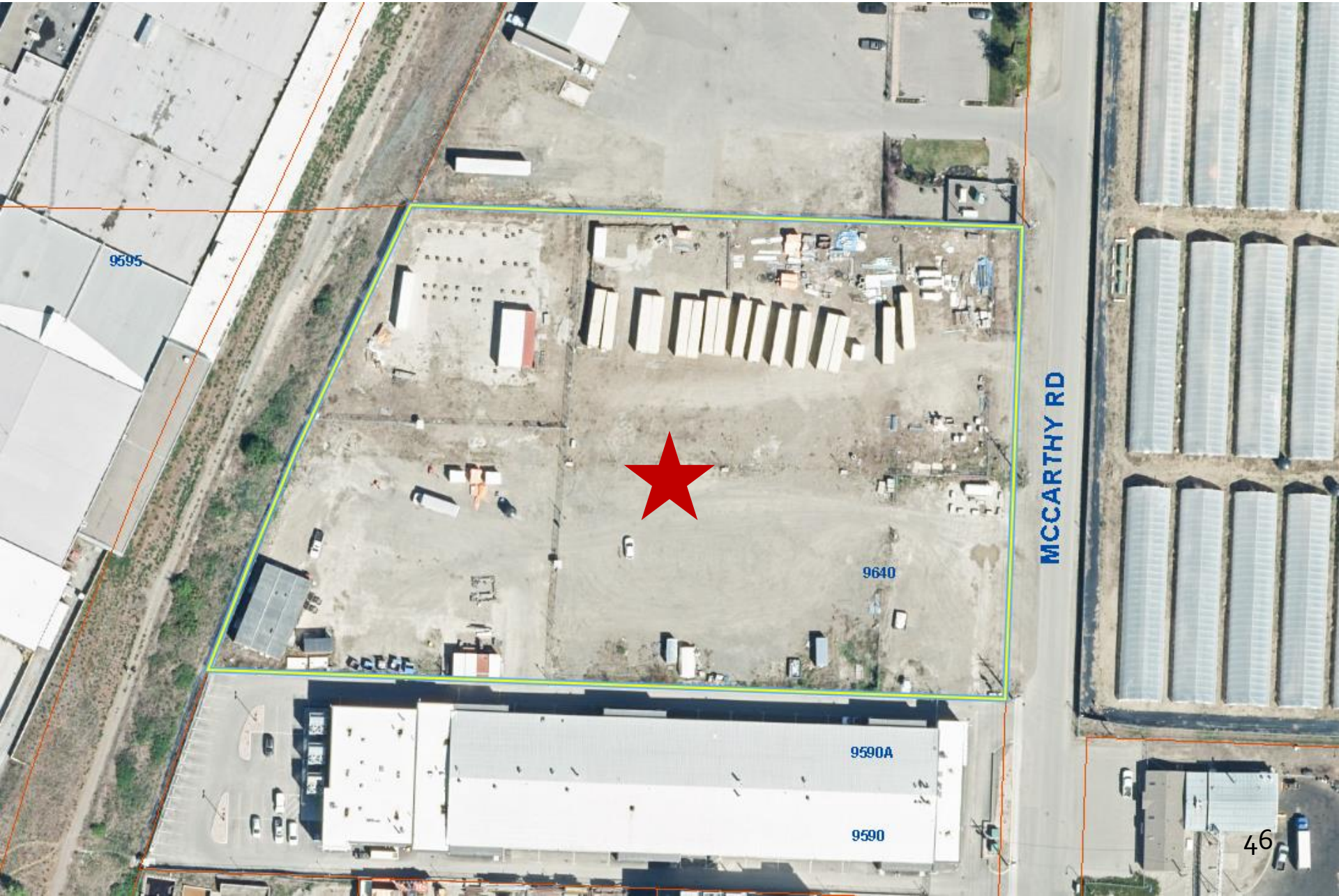
Walk Score  
**5**

Transit Score  
**30**

Bike Score  
**38**



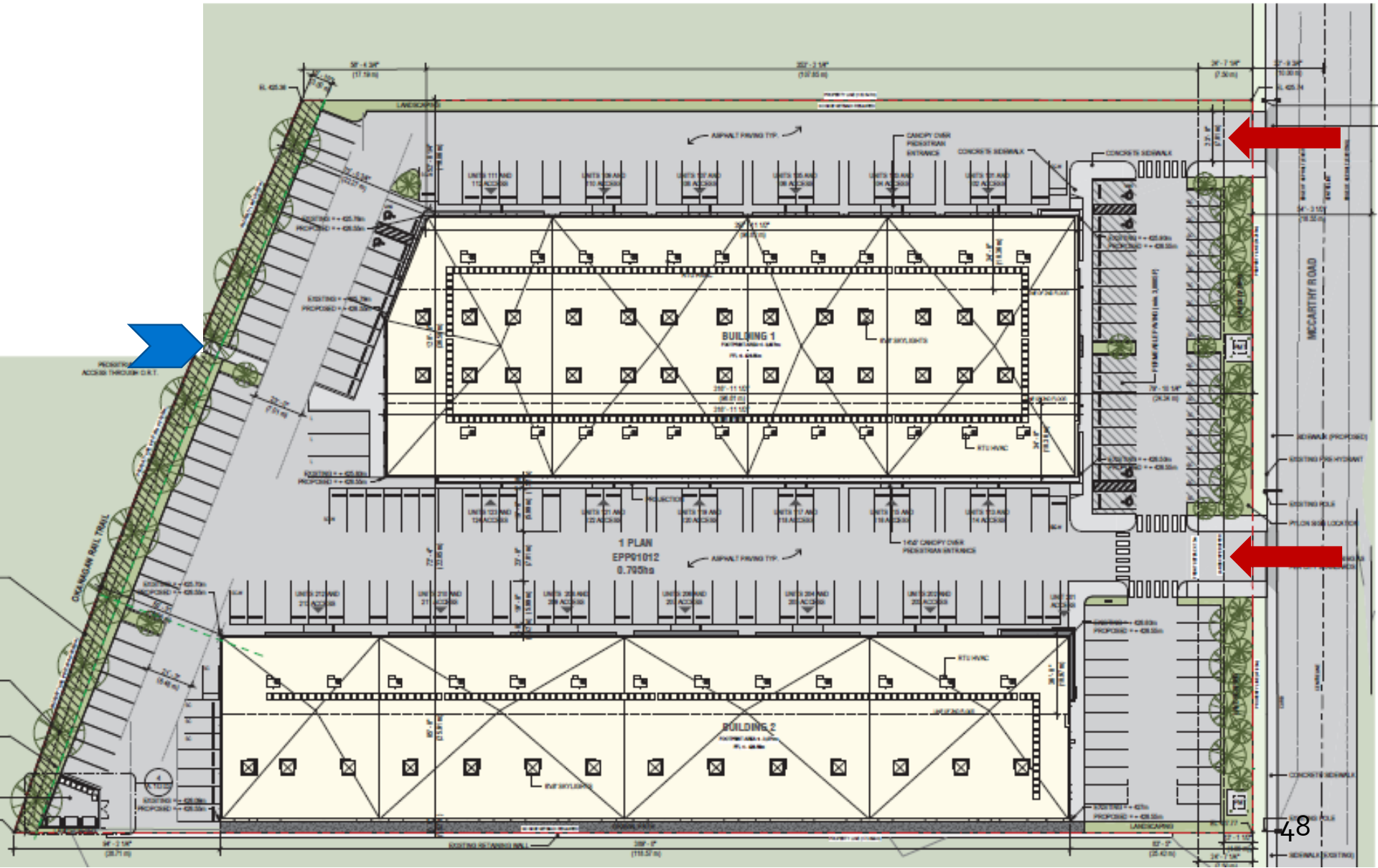
# Subject Property Map



# Technical Details

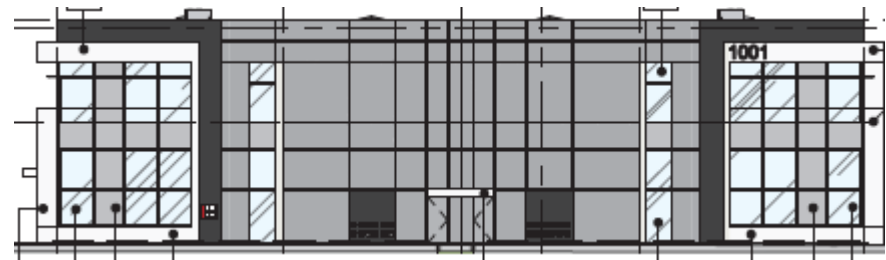
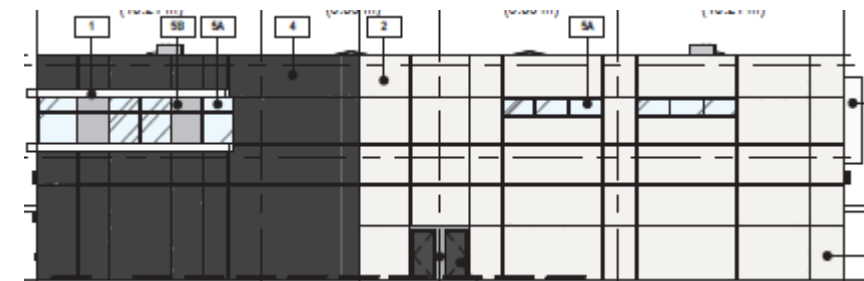
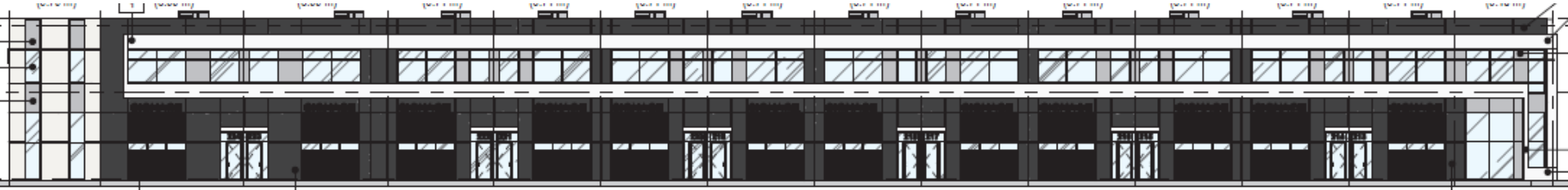
- ▶ The proposal is for two industrial buildings:
  - ▶ 37 units in total that will be used for office, manufacturing, and warehouse space.
  - ▶ 9,834m<sup>2</sup> in gross floor area.
  - ▶ Pedestrian/Cyclist access onto Rail Trail
  - ▶ 217 parking spaces, as a covenant also requires 75 additional spaces for the adjacent site.

# Site Plan

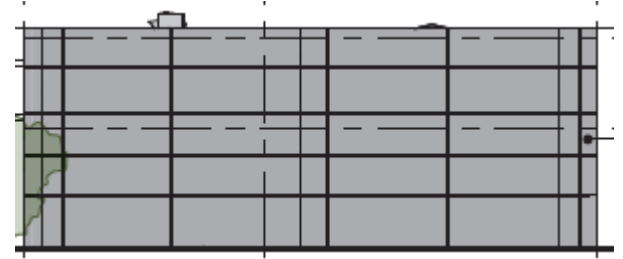
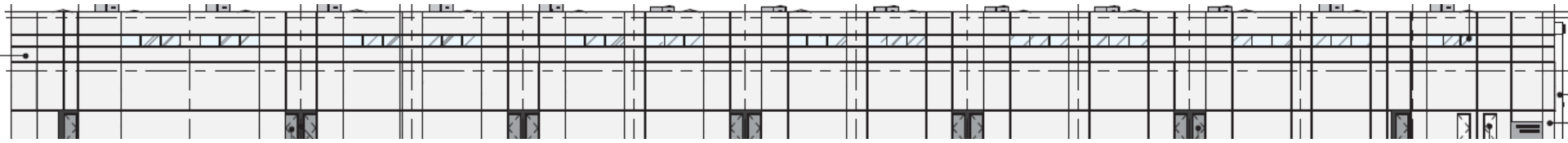




# Building 1 - Elevations












# Building 2 - Elevations



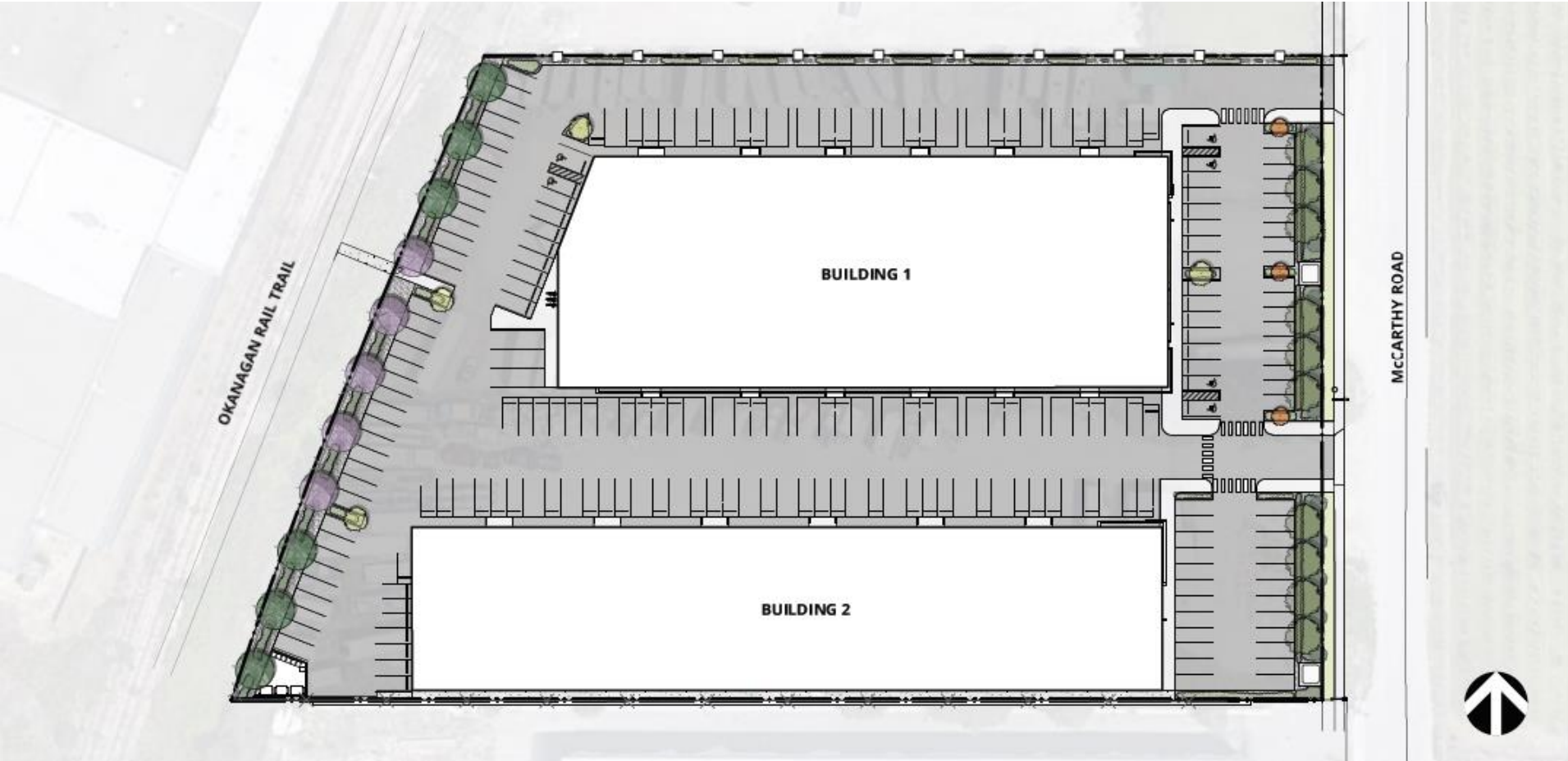
# Materials Board



**MATERIALS LEGEND:**

- ①  ACM PANEL w/ 1/2" REVEALS  
COLOUR: WHITE
- ②  TILT-UP CONCRETE PANELS WITH CAST-IN  
REVEALS PAINTED WHITE
- ③  TILT-UP CONCRETE PANELS WITH CAST-IN  
REVEALS PAINTED LIGHT GREY
- ④  TILT-UP CONCRETE PANELS WITH CAST-IN  
REVEALS PAINTED DARK GRAY
- 5A  CLEAR DOUBLE GLAZED WITH BLACK ALUMINUM  
FRAMES - CURTAIN WALL
- 5B  INSULATED SPANDREL GLASS WITH BLACK  
ALUMINUM FRAMES - CURTAIN WALL
- ⑧  2" x 2" ALUMINUM SUPPORT RAIL SLATS  
FOR FUTURE SIGNAGE ATTACHMENT N/A
- ⑨  OVERHEAD METAL DOORS WITH VISION PANELS  
- PAINTED MEDIUM GRAY
- ⑩  INSULATED STEEL DOORS  
- PAINTED GRAY TO MATCH WALL

# Landscape Plan



# Rendering – North Entrance



VIEW FROM NORTH ENTRANCE

# Rendering – South Entrance



VIEW FROM SOUTH ENTRANCE

# OCP Policies

- ▶ The project supports several policies in the Gateway Region of the Official Community Plan:
  - ▶ Supporting the development of industrial lands in Jim Bailey/Beaver Lake area;
  - ▶ Ensuring there is an appropriate urban-rural interface.

# Staff Recommendation

- ▶ Staff recommend **support** for the proposed Development Permit Application as it:
  - ▶ Aligns with Chapter 6 – The Gateway chapter of the OCP;
  - ▶ Meet majority of the OCP Design Guidelines and Future Land Use Designation;
  - ▶ Meets the intent of the I2 zone.



# Report to Council



**Date:** January 16, 2023  
**To:** Council  
**From:** City Manager  
**Subject:** 2022 Budget Amendment, ICBC Road Improvement Program  
**Department:** Integrated Transportation

---

**Recommendation:**

THAT Council receives, for information, the report from Integrated Transportation dated January 16, 2023 with respect to the ICBC Road Improvement Program;

AND THAT the 2022 Financial Plan be amended to include \$ 486,600 in the ICBC Road Improvement Program as funded by ICBC Road Safety grant contributions.

**Purpose:**

To amend the 2022 Financial Plan to reflect ICBC’s Road Safety Improvement Program contributions.

**Background:**

Each year the City invests in transportation capital projects to maintain and improve the City’s road network. Projects that have the potential to improve road safety and reduce collisions are identified by staff and submitted to ICBC for consideration under ICBC’s Road Safety Improvement Program. The ICBC Road Improvement Program contributes funds to road projects, completed by municipalities, that are projected by ICBC to result in reducing future collisions. The City has been a partner in the ICBC Road Improvement Program for over 20 years.

Projects are invoiced to ICBC at the end of the construction season. Once approved by ICBC, City financial records are adjusted to reflect the funding received. For projects completed in 2022, the City has received \$ 486,600 in ICBC funding related to the projects listed below:

**Project Transfer List**

Project Name	Project Type	Project Code	ICBC Amendment
Glenmore Dr - Bike Improvements - Begbie to John Hindle Dr	Bike lane safety	328904	\$6,000
Gordon Dr - Bike Improvements - Lexington to Paret	Bike lane safety	328904	\$9,800
Kane Rd - Bike Lanes – Glenmore to Valley	New bike lane	208587	\$7,100
Academy Way - Bike Lanes - Mustang to Shetland	New bike lane	208583	\$700
Casorso 4 DCC (Raymer - KLO), Active Transp. Corridor	ATC	347802A	\$16,000
Houghton 1 - Lester Road between Houghton Road and Leathead Road and Leathead Road between Lester Road and Hwy 97	ATC	336101A	\$93,300
Houghton 1 - Enterprise Way between Hwy 97 and the Okanagan Rail Trail	ATC	336101A	\$83,700
Cadder – Sidewalk, South Side - Richter to Ethel -	Sidewalk gap closure	208458	\$ 1800
North Glenmore School Improvements	Crosswalks/Bike lanes/accessibility	336207	\$ 8900
Crosswalk Upgrades - 3 locations	Crosswalk improvements	3358	\$3500
McCurdy Rd & Friesen Rd Crosswalk Flashers (RRFB)	Crosswalk Flashers	335813	\$3500
Yates/Valley Curb and Path improvements	Crosswalk improvements	328905	\$ 8,000
Hwy 97 and Leckie Road – Westbound and Northbound Right Turns (Smart Rights)	Traffic Safety	3614	\$69,800
Hwy 97 and Leckie Road – Southbound Dual Left Turn	Traffic Safety	3614	\$154,700
Stewart Rd West Safety Improvements	Traffic Safety	321002	\$19,800
<b>Total ICBC Road Improvement Program Funding Contributions – 2022</b>			<b>\$ 486,600</b>

**Internal Circulation:**

Divisional Director, Infrastructure  
 Financial Planning Manager  
 Infrastructure Administration Manager  
 Integrated Transportation Manager  
 Budget Supervisor

**Considerations not applicable to this report:**

Alternate Recommendation  
 Communications Comments  
 Existing Policy

External Agency/Public Comments  
Financial/Budgetary Considerations  
Legal/Statutory Authority  
Legal/Statutory Procedural Requirements  
Personnel Implications

**Submitted by:** C. Williams, Senior Transportation Planning Engineer

**Reviewed & approved by:** G. Foy, Transportation Engineering Manager

**Approved for inclusion:** M. Logan, General Manager, Infrastructure

cc: Divisional Director, Financial Services

# Report to Council



**Date:** January 16, 2023  
**To:** Council  
**From:** City Manager  
**Subject:** Revitalization Tax Exemption Agreements and Rental Housing Agreement Bylaws  
**Department:** Policy and Planning

---

**Recommendation:**

THAT Council approves the City entering into a Revitalization Tax Exemption Agreement with 1297889 BC LTD for Lot A Section 27 Township 26 ODYD Plan EPP85221, located at 155 Bryden Road, Kelowna, BC in the form attached to the Report from Policy and Planning dated January 16, 2023;

AND THAT Council approves the City entering into a Revitalization Tax Exemption Agreement with 0838239 BC LTD for Lot B Sections 26 & 27 Township 26 ODYD Plan KAP30302, located at 235 Hollywood Road N, Kelowna, BC in the form attached to the Report from Policy and Planning dated January 16, 2023;

AND THAT Council approves the City entering into a Revitalization Tax Exemption Agreement with Ironclad Developments Missions Heights Holdings Inc., No. A0119488 for Lot B District Lots 128 and 142 ODYD Plan KAP85660, located at 2241 Springfield Road, Kelowna, BC in the form attached to the Report from Policy and Planning dated January 16, 2023;

AND THAT the Mayor and City Clerk be authorized to execute the Revitalization Tax Exemption Agreements, in the form attached to the Report from Policy and Planning dated January 16, 2023 on behalf of the City of Kelowna;

AND THAT Bylaw No. 12471 authorizing a Housing Agreement between the City of Kelowna and 1297889 BC LTD which requires the owners to maintain 192 dwelling units as rental housing for 10 years for Lot A Section 27 Township 26 ODYD Plan EPP85221, located at 155 Bryden Road, Kelowna, BC be forwarded for reading consideration;

AND FURTHER THAT Bylaw No. 12472 authorizing a Housing Agreement between the City of Kelowna and Ironclad Developments Missions Heights Holdings Inc., No. A0119488 which requires the owners to maintain 401 dwelling units as rental housing for 10 years for Lot B District Lots 128 and 142 ODYD Plan KAP85660, located at 2241 Springfield Road, Kelowna, BC be forwarded for reading consideration.

**Purpose:**

To approve three Revitalization Tax Exemption Agreements and two Housing Agreement Bylaws in accordance with Revitalization Tax Exemption Bylaw No. 9561.

**Background:**

The purpose of the Revitalization Tax Exemption (RTE) program is broadly twofold:

1. To encourage and incentivize new residential and commercial developments in strategic areas of Urban Centres to reinforce their prominence, importance and vitality;
2. To encourage and incentivize the construction of new purpose-built rental housing throughout the Core Area and identified Village Centres to increase housing diversity and rental housing stock.

The program was established in 2006 with the adoption of Revitalization Tax Exemption Bylaw No. 9561. Development proposals that meet the eligibility criteria of the bylaw may apply for a 10-year tax exemption. The tax that is exempted is the municipal portion which results from the increase in the value of the improvements on the property following new [eligible] development. Additionally, the Province of BC exempts the School Tax portion of property tax from Purpose Built Rental projects. To date, more than 45 developments, including over 3,000 rental apartments, have benefited from the RTE program.

The type and amount of tax exemptions varies based on location and the land use of the project. Locations of the exemption areas are shown in Attachment A and described below:

	Incentive Area 1	Incentive Area 2	Incentive Area 3	Purpose Built Rental Incentive Area**
Location:	Downtown	Downtown	Rutland	Core Area (Portion)
Exemption Amount:	100% of the value of the improvements of any land use.	Developments greater than 40,000sq.ft.: 100% of the value of improvements of any land use  Developments smaller than 40,000 sq.ft: 75% of the value of residential uses and 50% of the value of commercial uses	100% of the value of the improvements of any land use.	100% of the value of the improvements related to purpose built rental housing.  **Projects must also enter into a 10 year Housing Agreement requiring rental only tenure while prohibiting stratification or individual sale of units.

Applications to participate in the RTE program for a particular project can be made up to the point that a building permit is issued. Applications are brought to Council twice a year for consideration. All applications which meet the minimum criteria are brought to Council and recommended for approval. The exemptions takes effect in the year following the completion of construction. A standard agreement format (taken from Bylaw 9651 and modified for each project) is used.

**Discussion:**

Staff are in receipt of three individual RTE applications. All three meet the eligibility criteria stated in Revitalization Tax Exemption Bylaw No. 9561 to qualify for the program. All are recommended to be

approved. Each project is listed below with brief details and the anticipated 10-year tax impact of the individual exemptions. Signed RTE agreements for each project are contained in Attachments B – D.

Project Location & File Number(s)	Tax Incentive Area	Project Details	Zoning	Estimated Annual Tax Revenue Impact
155 Bryden Road RTE22-0002  DP21-0112 (Approved November 16, 2021)	Purpose Built Rental Housing	192 residential units, 195 parking stalls, 2,780m <sup>2</sup> outdoor amenity space.	MF3r – Apartment Housing Rental Only Zone	\$68,832
235 Hollywood Road N RTE22-0003  DP20-0055 (Approved May 11, 2020)	Rutland (Area 3)	95 residential units, 218 parking stalls, 177 m <sup>2</sup> of outdoor amenity space, and 923m <sup>2</sup> commercial space	UC4 – Rutland Urban Centre Zone	\$84,979  (including commercial space)
2241 Springfield Road RTE22-0004  DP21-0231 (Approved August 23, 2022)	Purpose Built Rental Housing	401 residential units, 5,898m <sup>2</sup> outdoor amenity space, and 679 m <sup>2</sup> of commercial space.	UC3r – Midtown Urban Centre Rental Only Zone	\$328,768  (excluding commercial space)

To qualify for the purpose-built rental housing tax exemption, the first and last projects listed above (RTE22-0002 and RTE22-0004) must also enter into a 10-year Housing Agreement with the City. This tool ensures that the financial incentive of the RTE is matched with the commitment to provide long-term rental housing. When the RTE agreement is expired, the owner may apply to discharge the Housing Agreement. The draft housing agreements are contained with Attachments B and D.

**Conclusion:**

These three projects reflect the objectives of RTE Bylaw No. 9561: to encourage new residential and commercial development, to reinforce the prominence and importance of urban centres within Kelowna, and to encourage a supply of purpose built rental housing. Particularly, they support the construction of 688 additional purpose built rental housing units which are much needed additions in the context of an extremely low vacancy rate and above average increases for rental costs across the City.

**Internal Circulation:**

- Revenue Services
- Policy & Planning
- Development Planning
- City Clerk

**Considerations applicable to this report:**

***Legal/Statutory Authority:***

- Revitalization Tax Exemption Program Bylaw No. 9561, 2006
- Community Charter, Division, Section 226
- Local Government Act, Section 483
- School Act, Section 129

***Legal/Statutory Procedural Requirements:***

Revitalization Tax Exemption Program Bylaw No. 9561, 2006

***Existing Policy:***

Kelowna Official Community Plan Bylaw No. 12300:

Objectives 4.12. and 5.11. Increase the diversity of housing types and tenures to create inclusive, affordable and complete Urban Centres and Core Area.

Policy 4.7.6. Rutland Revitalization Tax Exemption: Continue to support a revitalization tax exemption program to encourage investment in Rutland.

Objective 5.11. Increase the diversity of housing forms and tenure to create an inclusive, affordable and complete Core Area.

**Considerations not applicable to this report:**

***Financial/Budgetary Considerations:***

***External Agency/Public Comments:***

***Communications Comments:***

Submitted by: D. Sturgeon, Planner Specialist

Approved for inclusion:



J. Moore, Manager of Long Range Policy and Planning

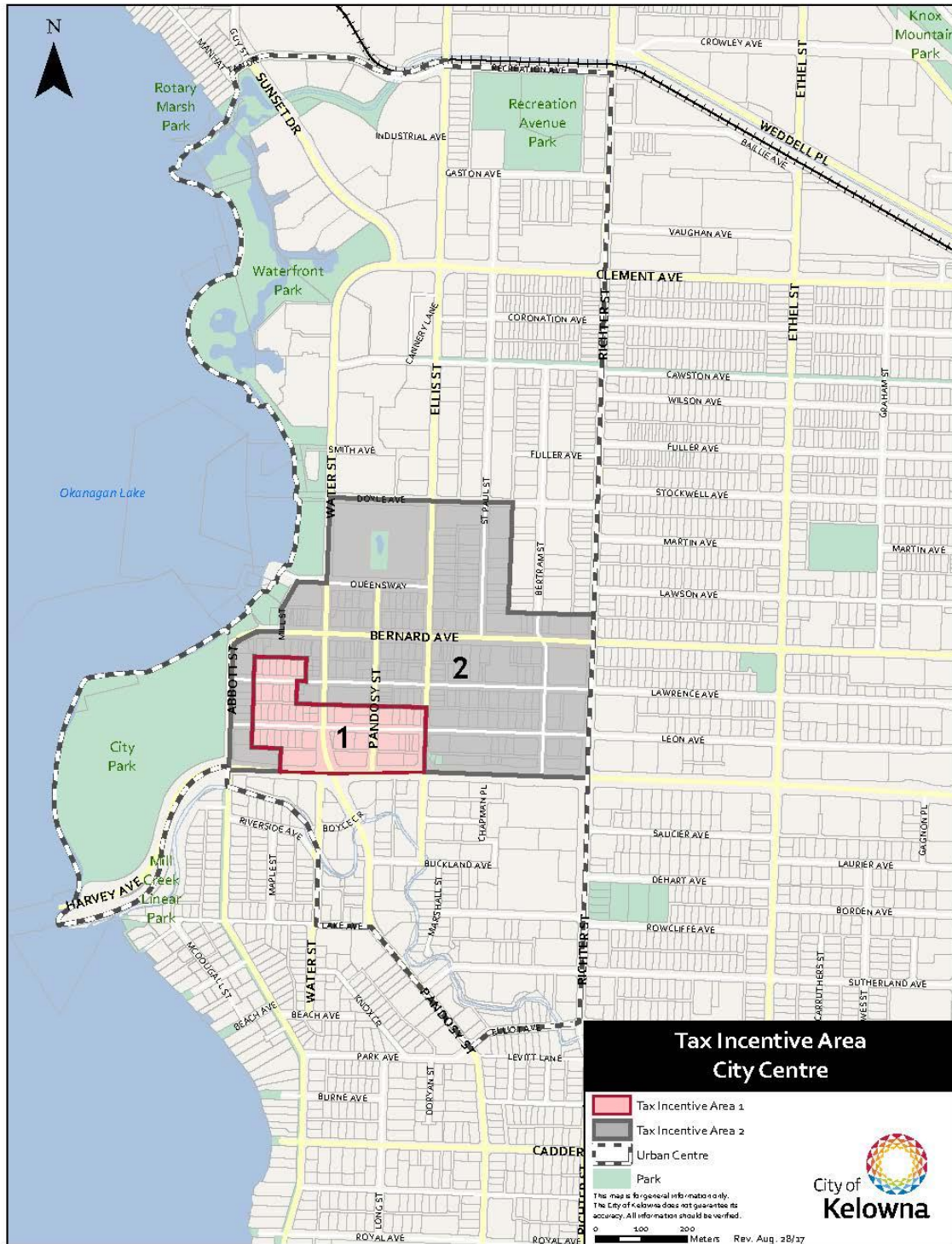
**Attachments:**

- A. Tax Incentive Area Maps (Schedule A of Bylaw No. 29561)
- B. Draft Revitalization Tax Exemption Agreement RTE22-0002 (155 Bryden Road) (With Appendices)
- C. Draft Revitalization Tax Exemption Agreement RTE22-0003 (235 Hollywood Road N) (With Appendices)
- D. Draft Revitalization Tax Exemption Agreement RTE22-0004 (2241 Springfield Road) (With Appendices)

BL10566, BL10674 & BL11457 replaced Schedule "A":  
BL11976 added to Schedule "A"

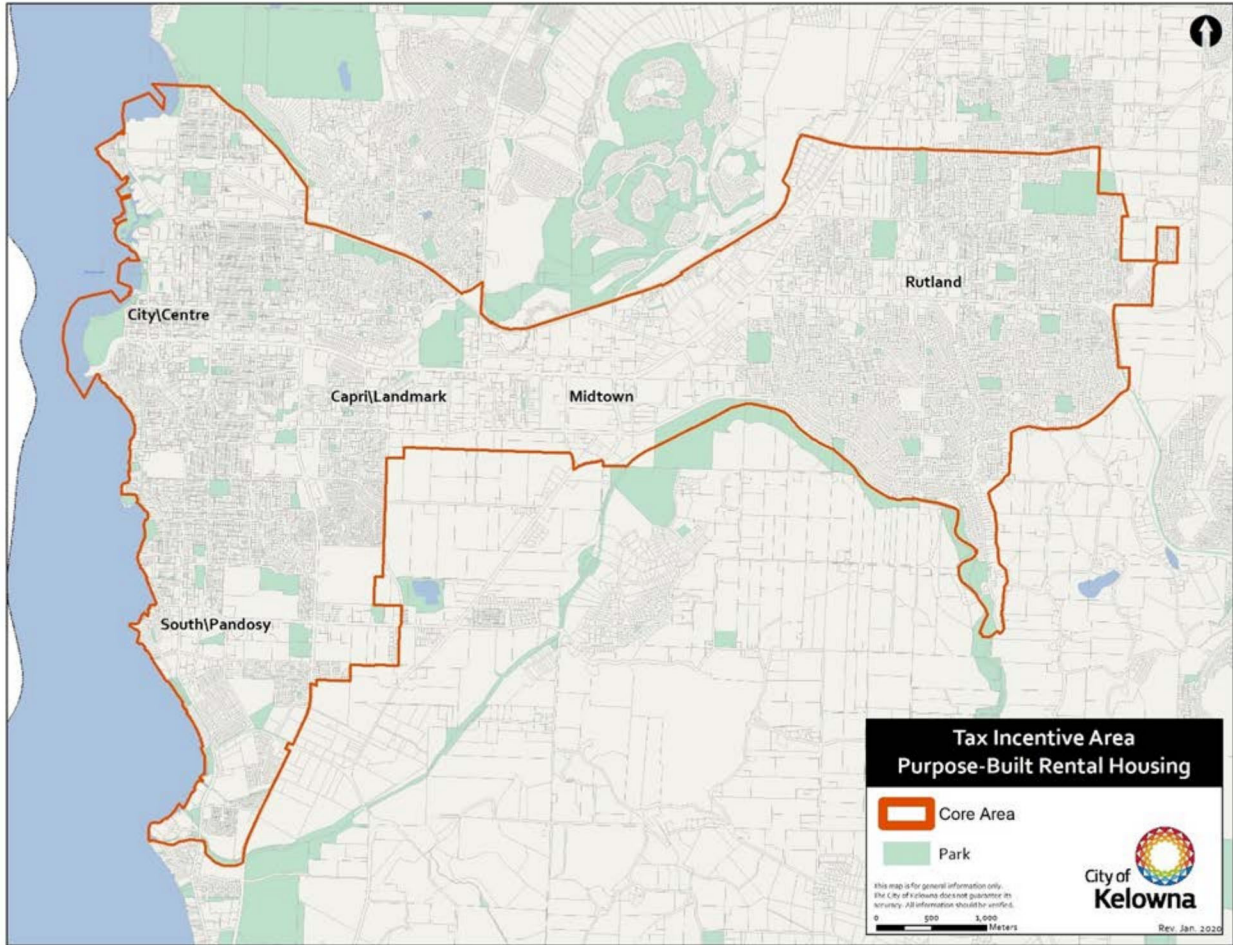
### SCHEDULE "A"

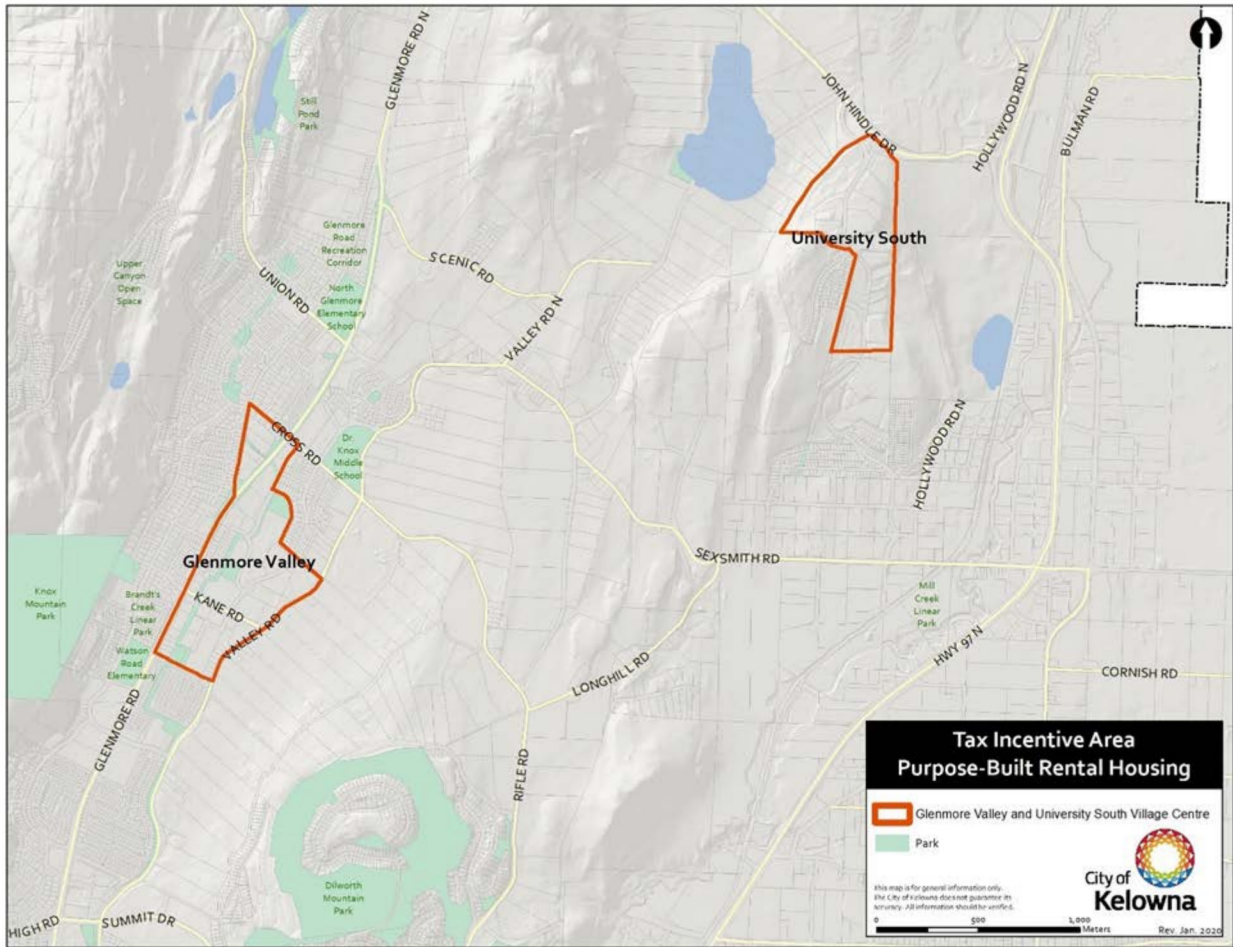
#### Revitalization Areas











BL10566, BL10674, BL11457, BL10974, BL11854 & BL11912 amended SCHEDULE "B":

**SCHEDULE "B"**  
**Revitalization Tax Exemption Agreement**

THIS AGREEMENT dated for reference the 9th day of January, 2023 is

**BETWEEN:**

1297889 BC LTD, INC. NO. BC1297889  
111 – 2036 Island Hwy S.  
Campbell River, BC, V9W 0E8  
(the "Owner")

**AND:**

**CITY OF KELOWNA**  
1435 Water Street,  
Kelowna, B.C.  
V1Y 1J4  
  
(the "City")

**GIVEN THAT:**

- A. The Owner is the registered owner in fee simple of lands in the City of Kelowna at 155 Bryden Road legally described as LOT A SECTION 27 TOWNSHIP 26 OSOYOOS DIVISION YALE DISTRICT PLAN EPP85221; PID 030-806-399 (the "Parcel");
- B. Council has established a revitalization tax exemption program and has included within the City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561 the designation of areas which include the Parcel as a revitalization area; and
- C. The Owner proposes to construct new improvements on the Parcel as described in Appendix "A" attached to and forming part of this agreement (the "Project") and has applied to the City to take part in the revitalization tax exemption program in respect of the Project and the City has agreed to accept the Project under the program;

THIS AGREEMENT is evidence that in consideration of the promises exchanged below, the Owner and the City covenant and agree each with the other as follows:

1. **The Project** – the Owner will use its best efforts to ensure that the Project is constructed, maintained, operated and used in a fashion that will be consistent with and will foster the objectives of the revitalization tax exemption program, as outlined in the City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561. Without limiting the generality of the foregoing, the Owner covenants to use its best efforts to ensure that the Project will:
  - a. Incorporate 2 six-storey apartment buildings containing 192 units of rental apartments ranging from studio units to three bedroom units, 196 parking stalls, and on-site outdoor common area leisure and recreation amenities as shown in Appendix A.

2. **Operation and Maintenance of the Project** – throughout the term of this agreement, the Owner shall operate, repair and maintain the Project and will keep the Project in a state of good repair as a prudent owner would do.
3. **Revitalization Amount** – In this agreement, “**Revitalization Amount**” means the municipal portion of property tax calculated in relation to the increase in the assessed value of improvements on the Parcel resulting from the construction of the Project as described in section 1;
4. **Revitalization Tax Exemption** – subject to fulfilment of the conditions set out in this agreement and in “City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561” (the “Bylaw”), the City shall issue a revitalization tax exemption certificate (the “Tax Exemption Certificate”) to the British Columbia Assessment Authority entitling the Owner to a property tax exemption in respect of the property taxes due (not including local service taxes) in relation to the Revitalization Amount on the Parcel (the “Tax Exemption”) for the calendar year(s) set out in the Tax Exemption Certificate .
5. **Conditions** – the following conditions shall be fulfilled before the City will issue a Tax Exemption Certificate to the Owner in respect of the Project:
  - a. The Owner must complete or cause to be completed construction of the Project in a good and workmanlike fashion and in strict compliance with the building permit and the plans and specifications attached hereto as Appendix “A”;
  - b. The completed Project must substantially satisfy the performance criteria set out in Appendix “B” hereto, as determined by the City’s Development Planning Manager or designate, in their sole discretion, acting reasonably; and
  - c. The Owner must submit a copy of the Occupancy Permit and Title Certificate to the City of Kelowna’s Revenue Branch within 48 months from the date the Agreement is executed by Council.
6. **Calculation of Revitalization Tax Exemption** – the amount of the Tax Exemption shall be equal to
  - a. For Purpose-Built Rental Housing Projects within the Core Area, Glenmore Valley Village Centre and University South Village Centre as defined by the OCP, 100% of the Revitalization Amount on the parcel, for projects that are subject to a Housing Agreement (for a minimum of 10 years) and where the proposed project is in compliance with the OCP Future Land Use designation at the time of Revitalization Tax Exemption application.
7. **Term of Tax Exemption** – provided the requirements of this agreement, and of the Bylaw are met the Tax Exemption shall be for 10 years after the BC Assessment Authority validates the Tax Exemption Certificate issued by the City of Kelowna’s Revenue Branch.
8. **Compliance with Laws** – the Owner shall construct the Project and, at all times during the term of the Tax Exemption or any renewal term, use and occupy the Parcel and the Project in compliance with all statutes, laws, regulations and orders of any authority having jurisdiction and, without limiting the generality of the foregoing, all federal, provincial, or municipal laws or statutes or bylaws, including all the rules regulations policies guidelines criteria or the like made under or pursuant to any such laws.
9. **Effect of Stratification** – if the Owner stratifies the Parcel under the Strata Property Act, then the Tax Exemption shall be prorated among the strata lots in accordance with the unit entitlement of each strata lot for:
  - a. the current and each subsequent tax year during the currency of this agreement if the strata plan is accepted for registration at the Land Title Office before May 1; or

- b. for the next calendar year and each subsequent tax year during the currency of this agreement if the strata plan is accepted for registration at the Land Title Office after May 1;

so long as, if the Project is the subject of an operating agreement between the Owner and the Provincial Rental Housing Corporation, the Owner is in compliance with the operating agreement. The Owner agrees to provide written confirmation to the City regarding the Owner's compliance with the said operating agreement, satisfactory to the City, upon the City's reasonable inquiry.

- 10. **Termination of the agreement** - the revitalization tax exemption agreement will be valid for 48 months from the date the agreement is executed by Council. If the conditions for issuance of a Tax Exemption Certificate have not been met during this term, the owner may request a renewal term to this agreement or the agreement will be terminated.
- 11. **Cancellation** – the City may cancel the Tax Exemption Certificate:
  - a. on the written request of the Owner;
  - b. effective immediately upon delivery of a notice of cancellation to the Owner if at any time any of the conditions in the Tax Exemption Certificate are not met; or
  - c. If the Owner is subject to an operating agreement with the Provincial Rental Housing Corporation and is not in compliance with the operating agreement.

If cancellation occurs, the Owner of the Parcel for which the Tax Exemption Certificate was issued will be liable to remit to the City an amount equal to the value of any Tax Exemption already received in respect of a period falling after the date the cancellation of the Tax Exemption Certificate takes effect.

- 12. **No Refund** – for greater certainty, under no circumstances will the Owner be entitled under the City's revitalization tax exemption program to any cash credit, any carry forward tax exemption credit or any refund for any property taxes paid.
- 13. **Notices** – any notice or other writing required or permitted to be given hereunder or for the purposes hereof to any party shall be sufficiently given if delivered by hand or posted on the Parcel, or if sent by prepaid registered mail (Express Post) or if transmitted by facsimile to such party:
  - a. in the case of a notice to the City, at:

THE CITY OF KELOWNA  
1435 Water Street,  
Kelowna, B.C.  
V1Y 1J4

Attention: Revenue Branch  
Phone: 250-469-8757

- b. in the case of a notice to the Owner, at:

1297889 BC LTD, INC. NO. BC1297889  
111 – 2036 Island Hwy S.  
Campbell River, BC  
(the "Owner")

Attention: Sean Roy  
Phone: 250-914-8485  
Email: sroy@westurban.ca

Or at such other address as the party to whom such notice or other writing is to be given shall have last notified the party giving the same.

14. **No Assignment** – the Owner shall not assign its interest in this agreement except to a subsequent owner in fee simple of the Parcel.
15. **Severance** – if any portion of this agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this agreement.
16. **Interpretation** – wherever the singular or masculine is used in this agreement, the same shall be construed as meaning the plural, the feminine or body corporate where the context or the parties thereto so require.
17. **Further Assurances** – the parties hereto shall execute and do all such further deeds, acts, things and assurances that may be reasonably required to carry out the intent of this agreement.
18. **Waiver** – waiver by the City of a default by the Owner shall be in writing and shall not be deemed to be a waiver of any subsequent or other default.
19. **Powers Preserved** – this agreement does not:
  - a. Affect or limit the discretion, rights or powers of the City under any enactment or at common law, including in relation to the use or subdivision of the Parcel;
  - b. Affect or limit any enactment relating to the use or subdivision of the Parcel; or
  - c. Relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Parcel and without limitation shall not confer directly or indirectly any exemption or right of set-off from development cost charges, connection charges, application fees, user fees or other rates, levies or charges payable under any bylaw of the City.
20. **Reference** – every reference to each party is deemed to include the heirs, executors, administrators, personal representatives, successors, assigns, servants, employees, agents, contractors, officers, licensees and invitees of such party, wherever the context so requires or allows.
21. **Enurement** – this agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
22. Any construction of a new improvement or alteration of an existing improvement undertaken prior to the application for a Revitalization Tax Exemption will not be eligible for consideration.
23. The maximum annual Revitalization Tax Exemption authorized under this Bylaw must not exceed the Revitalization Amount as calculated in respect of the Parcel between:
  - a. the calendar year before the construction of the Project begins; and
  - b. the first full calendar year after the year in which the construction of the Project is completed.

24. The Parcel's assessed value of improvements must not be reduced below the amount assessed in the calendar year prior to construction or alteration, as a result of the Revitalization Tax Exemption.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the day and year first above written.

Executed by the CITY OF KELOWNA by  
Its authorized signatories:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

Executed by 1297889-BC LTD, by its Authorized signatories:

  
\_\_\_\_\_  
Sean Roy

  
\_\_\_\_\_  
Terry Hoff

Appendix "A": Plans and Specifications  
Appendix "B": Performance Criteria



BL11269, BL11457, BL11854, BL11912 & 11976 amended SCHEDULE "C":

**SCHEDULE "C"**  
**Tax Exemption Certificate**

<b>Revitalization Tax Exemption Agreement No.</b>	
<b>Building Permit No.</b>	
<b>Date of Issuance by Revenue Department</b>	

In accordance with the City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561 (the "Bylaw"), and in accordance with a Revitalization Tax Exemption Agreement dated for reference the \_\_\_\_ day of \_\_\_\_\_, 2023 (the "Agreement") entered into between the City of Kelowna (the "City") and 1297889 BC Ltd., Inc. No. BC1297889 (the "Owner"), the registered owner(s) of LOT A SECTION 27 TOWNSHIP 26 OSOYOOS DIVISION YALE DISTRICT PLAN EPP85221; PID 030-806-399 (the "Parcel):

A) This certificate certifies that the Parcel is subject to a Revitalization Tax Exemption, for each of the taxation years 20\_\_ to 20\_\_ inclusive, equal to [\[choose one from below and insert applicable wording\]](#):

1. "Tax Incentive Area 1", 100% of the Revitalization Amount attributed to Building Permit No \_\_\_\_\_ between 20\_\_ (the calendar year before the commencement of construction of the project) and 20\_\_ (the calendar year in which the Revitalization Tax Exemption Certificate is issued);

2. "Tax Incentive Area 2,"

a. 100% of the Revitalization Amount attributed to Building Permit No \_\_\_\_\_ between 20\_\_ (the calendar year before the commencement of construction of the project) and 20\_\_ (the calendar year in which the Revitalization Tax Exemption Certificate is issued);

b. 75% of the Revitalization Amount attributed to Building Permit No \_\_\_\_\_ between 20\_\_ (the calendar year before the commencement of construction of the project) and 20\_\_ (the calendar year in which the Revitalization Tax Exemption Certificate is issued) which can be attributed to a residential land use,

c. and/or 50% of the Revitalization Amount attributed to Building Permit No \_\_\_\_\_ between 20\_\_ (the calendar year before the commencement of construction of the project) and 20\_\_ (the calendar year in which the Revitalization Tax Exemption Certificate is issued) which can be attributed to a commercial land use;

3. [deleted]

4. "Tax Incentive Area 3," 100% of the Revitalization Amount attributed to Building Permit No \_\_\_\_\_ between 20\_\_ (the calendar year before the commencement of construction of the project) and 20\_\_ (the calendar year in which the Revitalization Tax Exemption Certificate is issued);

5. Purpose-Built Rental Housing Project, 100% of the Revitalization Amount attributed to Building Permit No \_\_\_\_\_ between 20\_\_ (the calendar year before the commencement of

construction of the project) and 20\_\_ (the calendar year in which the Revitalization Tax Exemption Certificate is issued).

- B) Any construction of a new improvement or alteration of an existing improvement, on the Parcel described above, undertaken prior to the application for a Revitalization Tax Exemption will not be eligible for consideration;
- C) The maximum Revitalization Tax Exemption authorized must not exceed the increase in the assessed value of improvements on the property resulting from the construction or alterations attributed to Building Permit No \_\_\_\_\_ between 20\_\_ (the calendar year before the commencement of construction of the project) and 20\_\_ (the calendar year in which the Revitalization Tax Exemption Certificate is issued);
- D) The Property's assessed value of improvements must not be reduced below the amount assessed in the calendar year prior to construction or alteration, as a result of the Revitalization Tax Exemption.
- E) The Revitalization Tax Exemption is provided under the following conditions:
  - 1. The Owner does not breach any term, condition or provision of, and performs all obligations set out in, the Agreement and the Bylaw;
  - 2. The Owner has not sold all or any portion of his or her equitable or legal fee simple interest in the Parcel without the transferee taking an assignment of the Agreement, and agreeing to be bound by it;
  - 3. The Owner, or a successor in title to the Owner, has not allowed the property taxes for the Parcel to go into arrears or to become delinquent;
  - 4. The Exempt Use (as defined in the Agreement) of the Project is not discontinued.
- F) If the Owner is subject to an operating agreement with the Provincial Rental Housing Corporation, the owner must comply with the terms of the operating agreement with the Provincial Rental Housing Corporation.
- G) If any of these conditions are not met, the Council of the City of Kelowna may cancel this Revitalization Tax Exemption Certificate. If such cancellation occurs, the Owner of the Parcel, or a successor in title to the Owner as the case may be, shall remit to the City an amount equal to the value of the exemption received after the date of the cancellation of the certificate.

# RUTLAND APARTMENTS

KELOWNA, BC

PREPARED BY  
THUJA ARCHITECTURE STUDIO LTD.

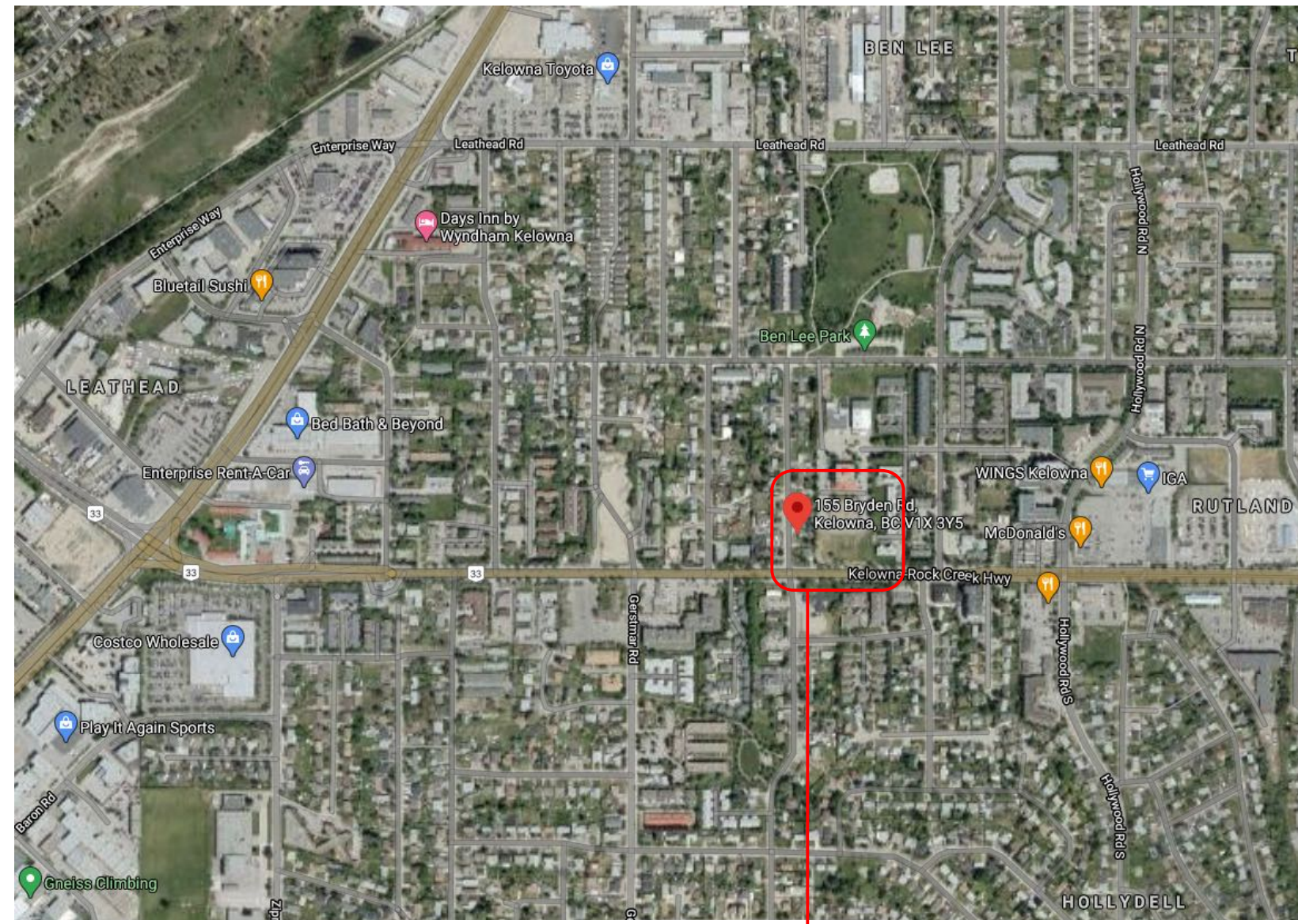


**SEPTEMBER 2021**

SET NO.

**ISSUED FOR DEVELOPMENT PERMIT**





**LOCATION PLAN**  
N.T.S.

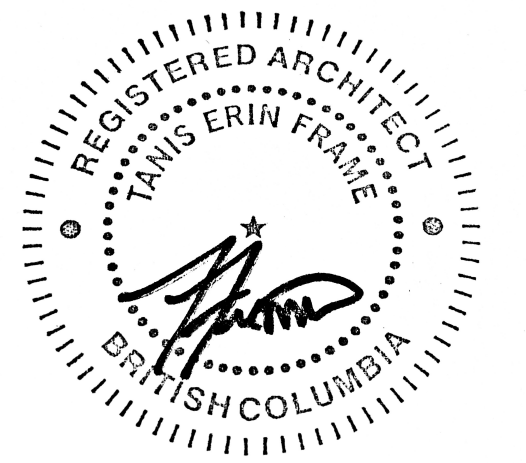
**SITE LOCATION**



**CONTEXT PHOTOS**

CONTRACTOR TO VERIFY ALL LINES, LEVELS, SURVEYS, DIMENSIONS, LOCATION OF BUILDING ON SITE AND LOCATION OF ALL SERVICES PRIOR TO CONSTRUCTION. ALL WORK TO BE DONE IN ACCORDANCE WITH THE B.C. BUILDING CODE, CURRENT EDITION AND ALL LOCAL BUILDING BYLAWS.

COPYRIGHT RESERVED. THESE PLANS ARE THE PROPERTY OF THUJA ARCHITECTURE STUDIO. TO BE USED SOLELY FOR THE PROJECT SHOWN. UNAUTHORIZED REPRODUCTION OR USE IN ANY MANNER IS NOT PERMISSIBLE.



**SCHEDULE A**

This forms part of application # DP21-0112 DVP21-0113



Tanis Frame Architect AIBC LEED AP  
PO Box 1326 Cumberland BC V0R 1S0  
T: 250.650.7901 E: info@thujaarchitecture.ca

NO. \_\_\_\_\_ DATE \_\_\_\_\_

ISSUED FOR REVIEW MAR. 2 2021  
ISSUED FOR DP APR. 06 2021  
REVISED FOR DP AUG. 13 2021  
REVISED AUG. 25 2021  
REISSUED FOR DP SEPT. 22 2021

PROJECT  
**RUTLAND APARTMENT**  
155 BRYDEN RD, KELOWNA

DRAWING  
**LOCATION / CONTEXT PHOTOS**

SCALE	AS NOTED	PROJECT NO.	_____
DATE		DRAWN BY	TF/SW
SHEET			

**PR1**

**PROJECT DATA**

**LEGAL ADDRESS:**  
 PLAN EPP85221 LOT A SECTION 27 TOWNSHIP 26

**CIVIC ADDRESS:**  
 155 BRYDEN, RUTLAND, BC

**ZONING:**  
 RM5R - MEDIUM DENSITY MULTIPLE HOUSING (RENTAL)

**LOT SIZE**  
 10,239 SQ.M.

**BUILDING AREA:**  
 PROPOSED FOOTPRINT: 1355.6 SQ.M. (\*2) = 2711.2 SQ.M.

**PARKADE AREA:** 4505.5 SQ.M.

**FLOOR AREAS:**

MAIN	1021.2 SQ.M.
SECOND	1021.2 SQ.M.
THIRD	1021.2 SQ.M.
FOURTH	1021.2 SQ.M.
FIFTH	1021.2 SQ.M.
SIXTH	1021.2 SQ.M.
<b>TOTAL (NET)</b>	<b>6127.2 SQ.M. EXCLUDING PARKADE</b>

COMMON (MAIN)	240.0 SQ.M.
COMMON (SECOND)	240.0 SQ.M.
COMMON (THIRD)	240.0 SQ.M.
COMMON (FOURTH)	240.0 SQ.M.
COMMON (FIFTH)	240.0 SQ.M.
COMMON (SIXTH)	240.0 SQ.M.
<b>TOTAL</b>	<b>1440 SQ.M. EXCLUDING PARKADE</b>
<b>TOTAL (GROSS)</b>	<b>7567.2 SQ.M. EXCLUDING PARKADE</b>

**TOTAL NET FLOOR AREA:** 6127.2 SQ.M. \*2 = 12254.4 SQ.M.

**FLOOR AREA RATIO:**  
 MAXIMUM: 1.3  
 PROPOSED: 1.2

**DENSITY:**  
 PROPOSED: 192 UNITS

**SITE COVERAGE:**  
 ALLOWABLE: 40%  
 PROPOSED: 26.5%

**PARKING AREAS / DRIVE AISLES:** 1553.2 SQ.M.

**SITE COVERAGE INCL. PARKING & DRIVEWAYS:**  
 ALLOWABLE: 65%  
 PROPOSED: 41.6%

**AMENITY SPACE:**  
 7.5 SQ.M. FOR STUDIO (\*12) = 90 SQ.M.  
 15 SQ.M. FOR 1 BEDROOMS (\*84) = 1260 SQ.M.  
 25 SQ.M. FOR 1+ BEDROOM (\*96) = 2400 SQ.M.  
 TOTAL REQ'D AMENITY SPACE: 3750 SQ.M.

**TOTAL PROVIDED:**  
 DECKS / PATIOS: 1134 SQ.M.  
 INDOOR AMENITY SPACE: 225 SQ.M. (\*2) = 450 SQ.M.  
 OUTDOOR AMENITY SPACE: +/- 2780 SQ.M.  
 TOTAL: 4364 SQ.M.

**BUILDING HEIGHT:**  
 ALLOWABLE: LESSER OF 18M OR 4.5 STOREYS  
 PROPOSED: **(TO BE CONFIRMED)**  
 BUILDING A: 18.8M  
 BUILDING B: 18.45M

**UNIT COUNTS PER BLDG :**

	MAIN	2ND-6TH	BUILDING
STUDIO BEDROOM	1	1 (*5)	6
ONE BEDROOM	7	7 (*5)	42
TWO BEDROOM	7	7 (*5)	42
THREE BEDROOM	1	1 (*5)	6
<b>TOTAL</b>	<b>16</b>	<b>16 (*5)</b>	<b>96</b>

<b>TOTAL UNITS BOTH BLDGS:</b>	<b>32</b>	<b>160</b>	<b>192</b>
--------------------------------	-----------	------------	------------

**SETBACKS**

	REQUIRED	BLDG A	BLDG B
FRONT (WEST)	6.0M	47.8M	9.0M
REAR (EAST)	9.0M	9.7M	12.74M
SIDE (NORTH)	7.0M	-	7.59M
SIDE (SOUTH)	6.0M	6.62M	-

**PARKING:**

REQUIRED: 0.9 PER BACHELOR UNIT (*12)	10.8
1.0 PER 1 BED UNIT (*84)	84
1.25 PER 2 BED UNIT (*84)	105
1.50 PER 3 BED UNIT (*12)	18
<b>VISITOR:</b>	<b>27</b>
<b>TOTAL</b>	<b>244.8</b>
<b>LESS 20%</b>	<b>195.84</b>

**PROVIDED: STANDARD:**

STANDARD	98
ACCESSIBLE STALLS	5
VAN-ACCESSIBLE STALLS	1
SMALL CAR (50% ALLOWABLE)	98
<b>TOTAL</b>	<b>196</b>

**BICYCLE PARKING:**

REQUIRED: 0.75 PER 2 BED UNIT OR LESS (*180)	135
1.0 PER 3 BED OR MORE (*12)	12
<b>SHORT TERM: 6 PER BLDG + 10</b>	<b>22</b>
<b>TOTAL</b>	<b>169</b>

**PROVIDED:**

LONG TERM (IN BLDG):	
WALL MOUNT @ REG PKG STALL:	73
GROUND ANCHORED:	74
SHORT TERM AT GRADE:	24
<b>TOTAL</b>	<b>171</b>

**CONSULTANT LIST**

**DEVELOPER/OWNER**  
 WESTURBAN DEVELOPMENTS LTD.  
 Sean Roy, CEO  
 111-2036 South Island Hwy, Campbell River, BC V9W 0E8  
 250.914.8485  
 sroy@westurban.ca

**ARCHITECT**  
 THUJA ARCHITECTURE STUDIO LTD.  
 Tanis Frame, Architect AIBC, LEED AP  
 PO Box 1326 Cumberland BC V0R 1S0  
 250.650.7901  
 info@thujaarchitecture.ca

**LANDSCAPE ARCHITECT**  
 LAZZARIN SVISDAHL LANDSCAPE ARCHITECTS  
 Laurelin Svisdahl  
 202- 1300 St Ave, Prince George BC, V2L 2Y3  
 250.563.6158  
 laurelin.la@outlook.com

**DRAWING INDEX**

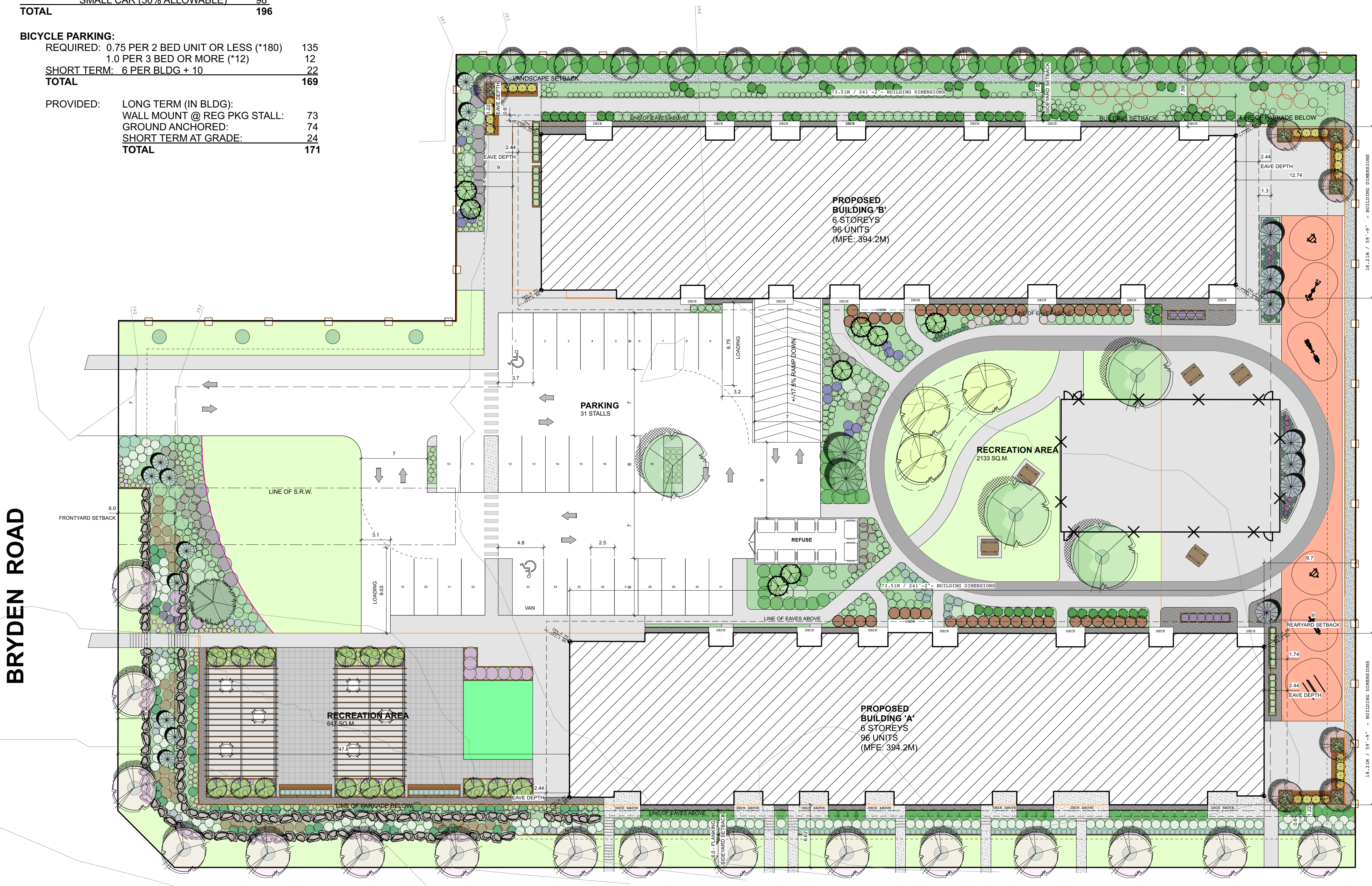
- PR1 LOCATION & CONTEXT PHOTOS
- PR2 SITE PLAN & PROJECT DATA
- PR3 PARKADE PLAN
- PR4 FLOOR PLANS & ROOF PLAN
- PR5 UNIT PLANS
- PR6 BUILDING A ELEVATIONS
- PR7 BUILDING B ELEVATIONS
- PR8 MATERIALS

CONTRACTOR TO VERIFY ALL LINES, LEVELS, SURVEYS, DIMENSIONS, LOCATION OF BUILDING ON SITE AND LOCATION OF ALL SERVICES PRIOR TO CONSTRUCTION. ALL WORK TO BE DONE IN ACCORDANCE WITH THE B.C. BUILDING CODE, CURRENT EDITION AND ALL LOCAL BUILDING BYLAWS.

COPYRIGHT RESERVED. THESE PLANS ARE THE PROPERTY OF THUJA ARCHITECTURE STUDIO. TO BE USED SOLELY FOR THE PROJECT SHOWN. UNAUTHORIZED REPRODUCTION OR USE IN ANY MANNER IS NOT PERMISSIBLE.

DEVELOPED BY:

**WESTURBAN DEVELOPMENTS**  
 111-2036 Island Hwy S Campbell River, BC V9W 0E8



**SITE PLAN**  
 SCALE: 1:250 METRIC

**KELOWNA - ROCK CREEK HWY**

**SCHEDULE A**

This forms part of application # DP21-0112 DVP21-0113

City of Kelowna DEVELOPMENT PLANNING

Planner Initials **KB**

PROJECT  
**RUTLAND APARTMENT**  
 155 BRYDEN RD, KELOWNA

DRAWING  
**SCHEMATIC SITE PLAN**

SCALE	AS NOTED	PROJECT NO.	
DATE		DRAWN BY	TF/SW
SHEET			

**PR2**

CONTRACTOR TO VERIFY ALL LINES, LEVELS, SURVEYS, DIMENSIONS, LOCATION OF BUILDING ON SITE AND LOCATION OF ALL SERVICES PRIOR TO CONSTRUCTION. ALL WORK TO BE DONE IN ACCORDANCE WITH THE B.C. BUILDING CODE, CURRENT EDITION AND ALL LOCAL BUILDING BYLAWS.

COPYRIGHT RESERVED. THESE PLANS ARE THE PROPERTY OF THUJA ARCHITECTURE STUDIO. TO BE USED SOLELY FOR THE PROJECT SHOWN. UNAUTHORIZED REPRODUCTION OR USE IN ANY MANNER IS NOT PERMISSIBLE.



Tanis Frame Architect AIBC LEED AP  
 PO Box 1326 Cumberland BC V0R 1S0  
 T: 250.650.7901 E: info@thujaarchitecture.ca

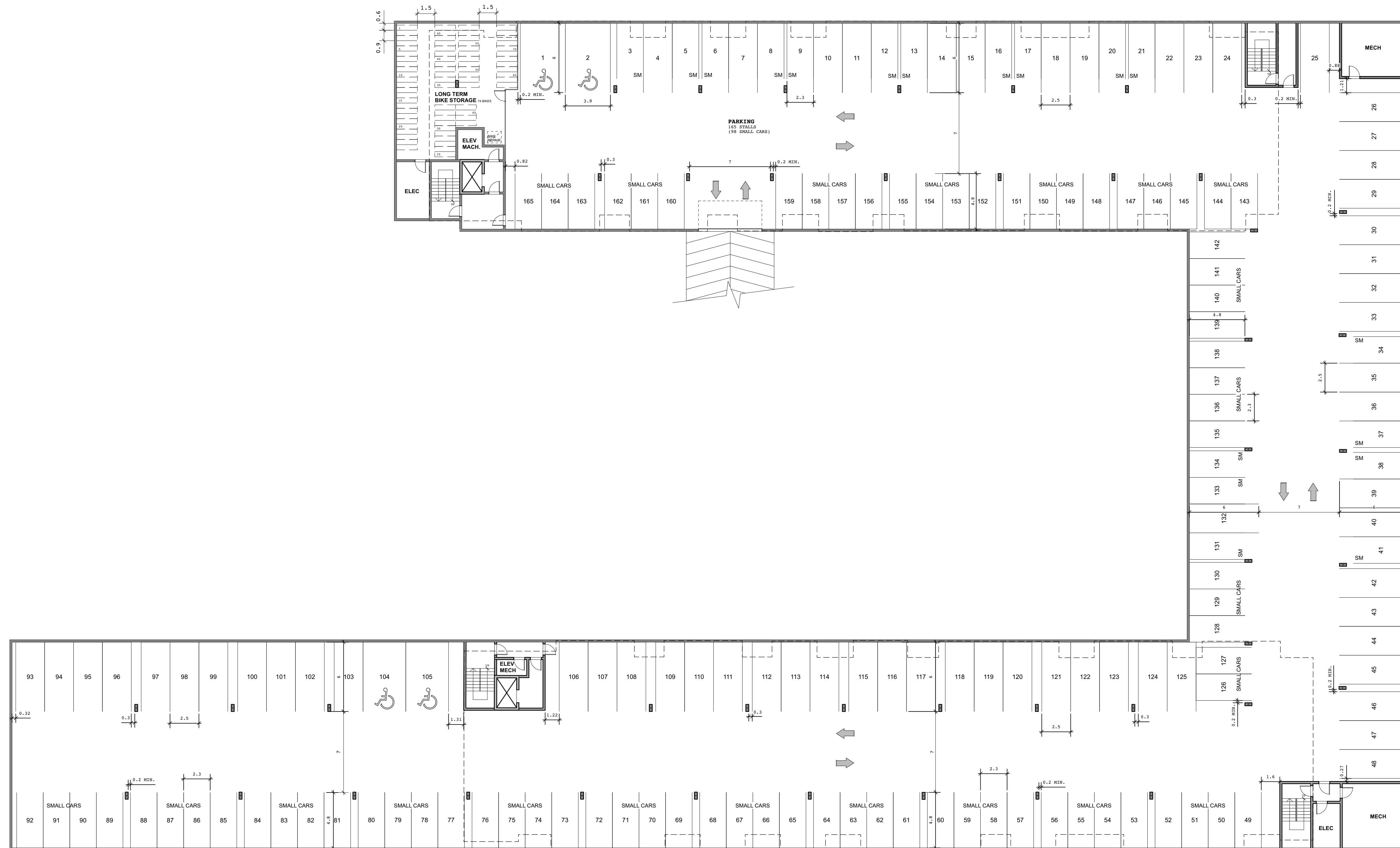
NO	DATE
ISSUED FOR REVIEW	MAR. 2 2021
ISSUED FOR DP	APR. 06 2021
REVISED FOR DP	AUG. 13 2021
REVISED	AUG. 25 2021
REISSUED FOR DP	SEPT. 22 2021

**SCHEDULE B**

This forms part of application  
 # DP21-0112 DVP21-0113

City of Kelowna  
 DEVELOPMENT PLANNING

Planner Initials **KB**



**PARKADE PLAN**  
 SCALE: 1/16"=1'-0"

PROJECT	RUTLAND APARTMENT 155 BRYDEN RD, KELOWNA
DRAWING	PARKADE PLAN
SCALE	AS NOTED
PROJECT NO.	
DATE	DRAWN BY TF/SW
SHEET	

**PR3**

CONTRACTOR TO VERIFY ALL LINES, LEVELS, SURVEYS, DIMENSIONS, LOCATION OF BUILDING ON SITE AND LOCATION OF ALL SERVICES PRIOR TO CONSTRUCTION. ALL WORK TO BE DONE IN ACCORDANCE WITH THE B.C. BUILDING CODE, CURRENT EDITION AND ALL LOCAL BUILDING BYLAWS.

COPYRIGHT RESERVED. THESE PLANS ARE THE PROPERTY OF THUJA ARCHITECTURE STUDIO. TO BE USED SOLELY FOR THE PROJECT SHOWN. UNAUTHORIZED REPRODUCTION OR USE IN ANY MANNER IS NOT PERMISSIBLE.



**MAIN FLOOR PLAN**  
SCALE: 3/32"=1'-0"



**2ND-6TH FLOOR PLAN**  
SCALE: 3/32"=1'-0"



**ROOF PLAN**  
SCALE: 3/32"=1'-0"



Tanis Frame Architect AIBC LEED AP  
PO Box 1326 Cumberland BC V0R 1S0  
T: 250.650.7901 E: info@thujaarchitecture.ca

NO	DATE
ISSUED FOR REVIEW	MAR. 2 2021
ISSUED FOR DP	APR. 06 2021
REVISED FOR DP	AUG. 13 2021
REVISED	AUG. 25 2021
REISSUED FOR DP	SEPT. 22 2021

**SCHEDULE B**

This forms part of application # DP21-0112 DVP21-0113

Planner Initials **KB**

PROJECT  
**RUTLAND APARTMENT**  
155 BRYDEN RD, KELOWNA

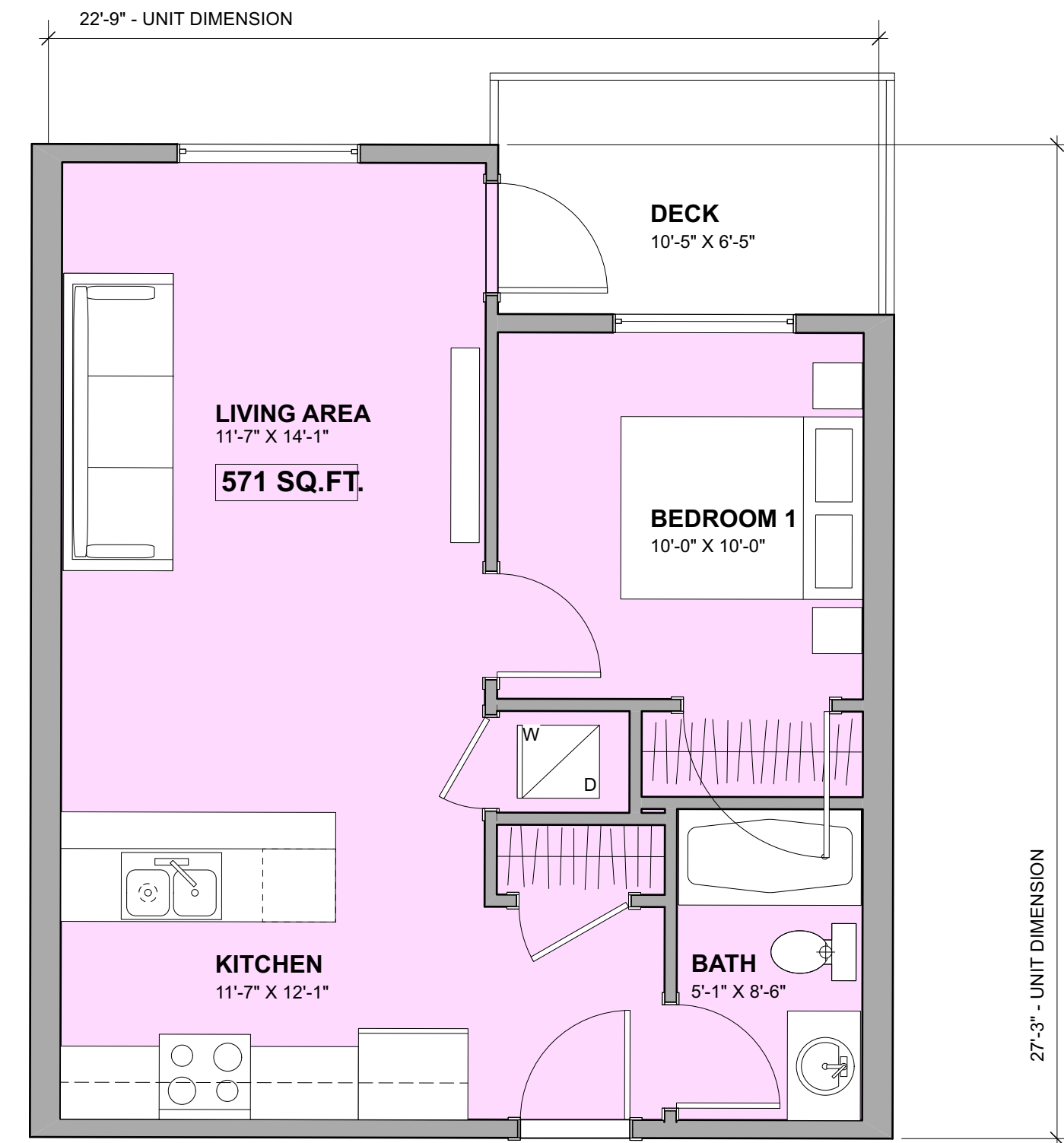
DRAWING  
**FLOOR PLANS**

SCALE AS NOTED	PROJECT NO.
DATE	DRAWN BY TF/SW
SHEET	

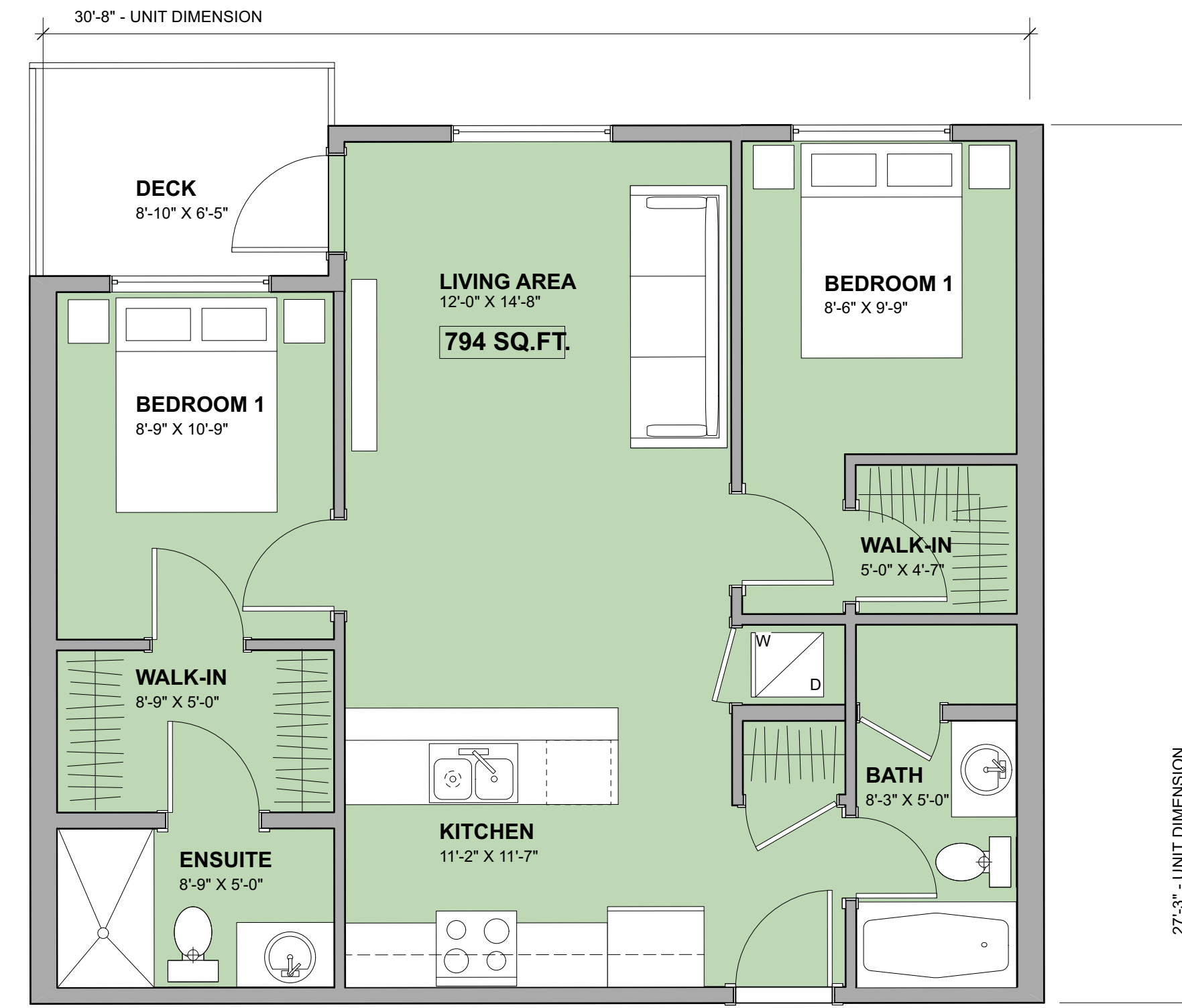
**PR4**

CONTRACTOR TO VERIFY ALL LINES, LEVELS, SURVEYS, DIMENSIONS, LOCATION OF BUILDING ON SITE AND LOCATION OF ALL SERVICES PRIOR TO CONSTRUCTION. ALL WORK TO BE DONE IN ACCORDANCE WITH THE B.C. BUILDING CODE, CURRENT EDITION AND ALL LOCAL BUILDING BYLAWS.

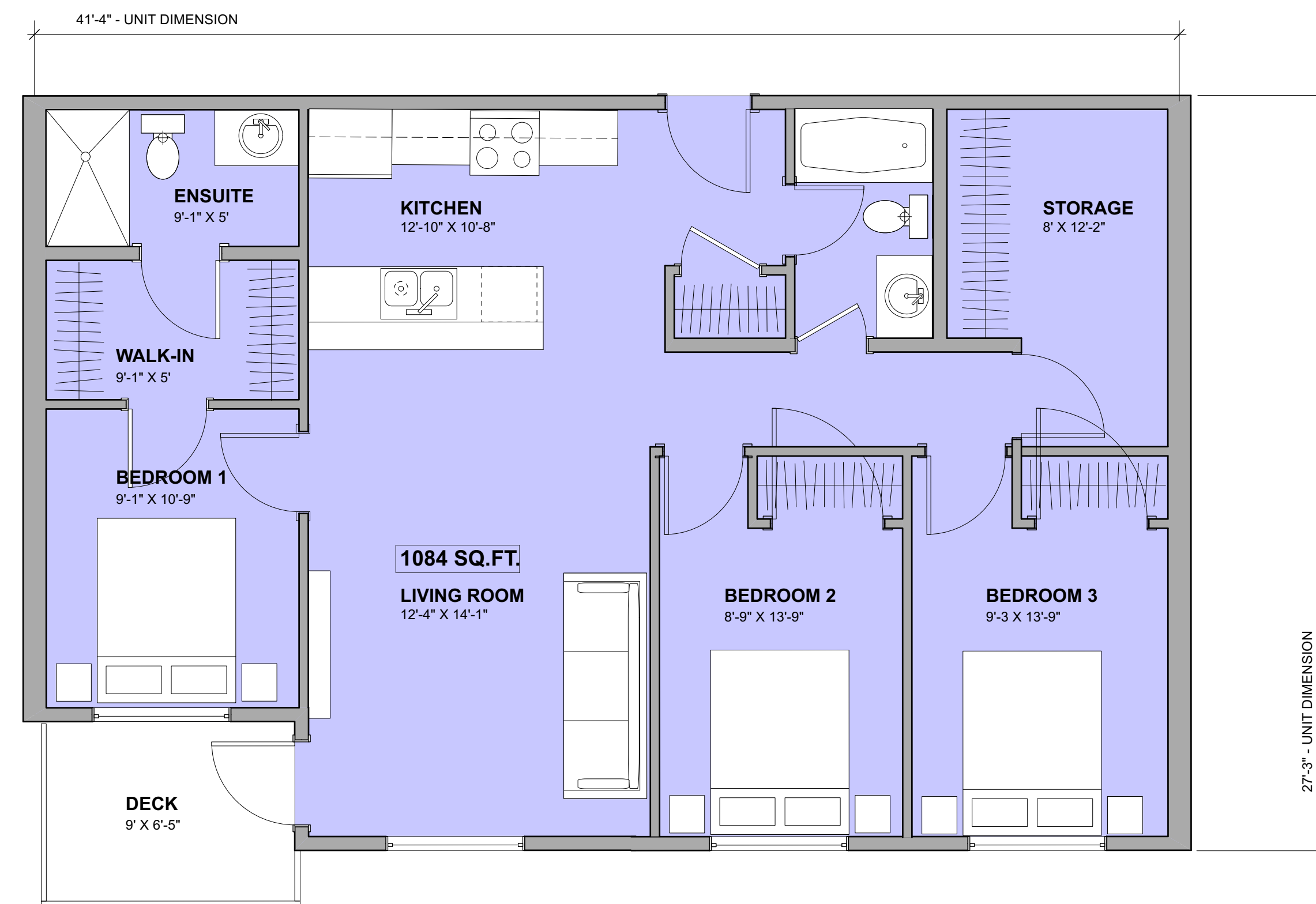
COPYRIGHT RESERVED. THESE PLANS ARE THE PROPERTY OF THUJA ARCHITECTURE STUDIO. TO BE USED SOLELY FOR THE PROJECT SHOWN. UNAUTHORIZED REPRODUCTION OR USE IN ANY MANNER IS NOT PERMISSIBLE.



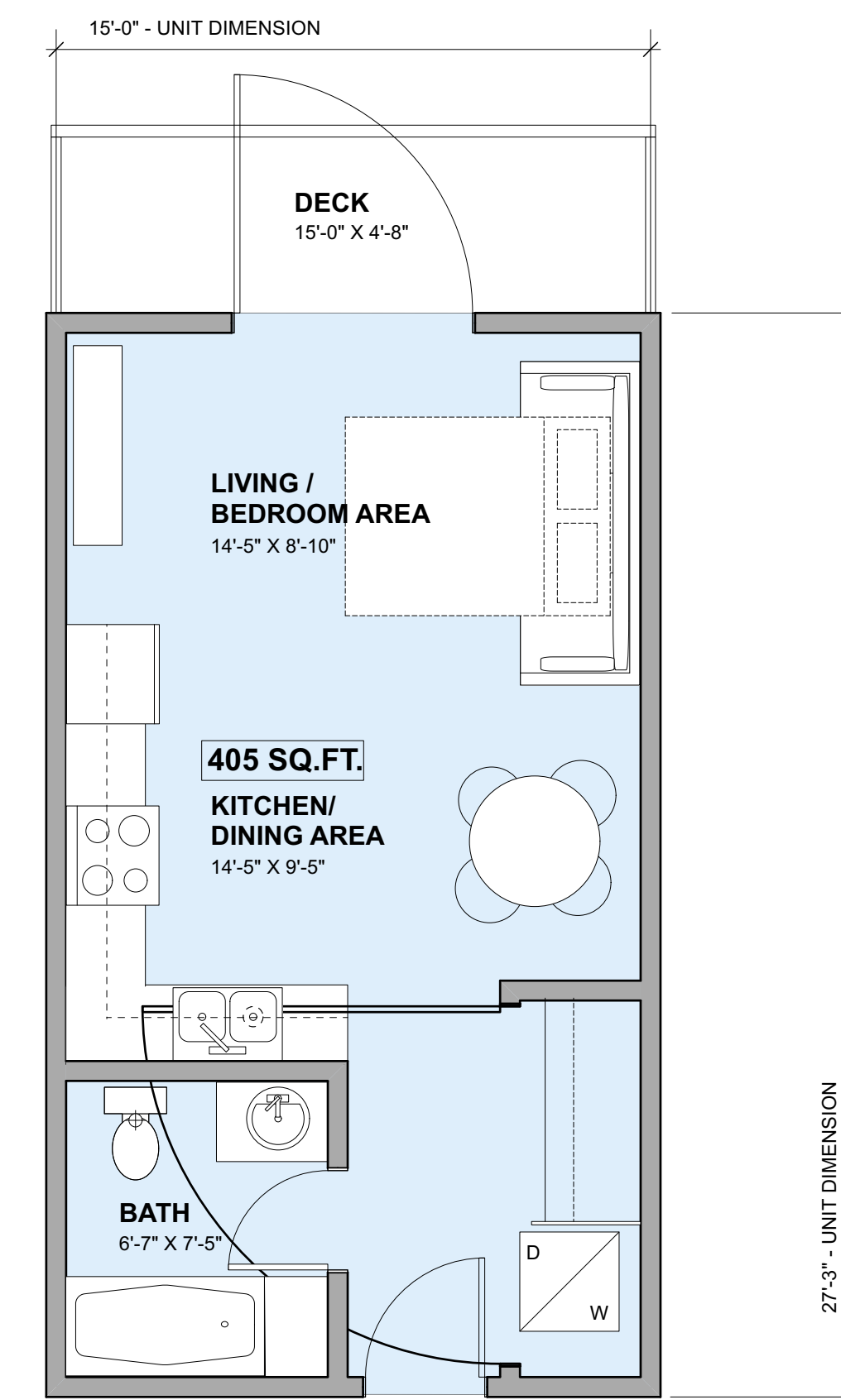
ONE BEDROOM - "A"



TWO BEDROOM - "B"



THREE BEDROOM - "C"



STUDIO - "D"



Tanis Frame Architect AIBC LEED AP  
PO Box 1326 Cumberland BC V0R 1S0  
T: 250.650.7901 E: info@thujaarchitecture.ca

NO.	DATE
ISSUED FOR REVIEW	MAR. 2 2021
ISSUED FOR DP	APR. 06 2021
REVISED FOR DP	AUG. 13 2021
REVISED	AUG. 25 2021
REISSUED FOR DP	SEPT. 22 2021

**SCHEDULE B**

This forms part of application # DP21-0112 DVP21-0113

City of Kelowna DEVELOPMENT PLANNING

Planner Initials **KB**

PROJECT  
RUTLAND APARTMENT  
155 BRYDEN RD, KELOWNA

DRAWING  
TYPICAL UNIT PLANS

SCALE AS NOTED	PROJECT NO.
DATE	DRAWN BY TF/SW
SHEET	

**PR5**



CONTRACTOR TO VERIFY ALL LINES, LEVELS, SURVEYS, DIMENSIONS, LOCATION OF BUILDING ON SITE AND LOCATION OF ALL SERVICES PRIOR TO CONSTRUCTION. ALL WORK TO BE DONE IN ACCORDANCE WITH THE B.C. BUILDING CODE, CURRENT EDITION AND ALL LOCAL BUILDING BYLAWS.

COPYRIGHT RESERVED. THESE PLANS ARE THE PROPERTY OF THUJA ARCHITECTURE STUDIO. TO BE USED SOLELY FOR THE PROJECT SHOWN. UNAUTHORIZED REPRODUCTION OR USE IN ANY MANNER IS NOT PERMISSIBLE.



**NORTH ELEVATION**



**EAST ELEVATION**



**WEST ELEVATION**

**MATERIAL LEGEND**

- 1 FIBRE CEMENT LAP SIDING - TRUE GRAIN SERIES 'WEATHERED WOOD'
- 2 FIBRE CEMENT LAP SIDING - TRUE GRAIN SERIES 'NIGHT RIDER'
- 3 FIBRE CEMENT LAP SIDING - TRUE GRAIN SERIES 'SHOU SUGI BAN'
- 4 SOFFIT - BLACK PERFORATED ALUMINUM
- 5 FASCIA - BLACK FIBRE CEMENT
- 6 RAILINGS - BLACK ALUMINUM
- 7 VINYL WINDOWS - BLACK
- 8 WOOD POST & BEAM - BLACK
- 9 FIBRE CEMENT LAP SIDING ACCENT IN 'COUNTRY LANE RED'
- 10 FIBRE CEMENT LAP SIDING ACCENT IN 'DEEP OCEAN'
- 11 FIBRE CEMENT PANELS IN IRON GREY
- 12 ROOFING - SBS 2 PLY MEMBRANE - BLACK



Tanis Frame Architect AIBC LEED AP  
 PO Box 1326 Cumberland BC V0R 1S0  
 T: 250.650.7901 E: info@thujaarchitecture.ca

NO	DATE
ISSUED FOR REVIEW	MAR. 2 2021
ISSUED FOR DP	APR. 06 2021
REVISED FOR DP	AUG. 13 2021
REVISED	AUG. 25 2021
REISSUED FOR DP	SEPT. 22 2021



**SOUTH ELEVATION**

**SCHEDULE B**

This forms part of application  
 # DP21-0112 DVP21-0113

City of Kelowna  
 DEVELOPMENT PLANNING

Planner Initials **KB**

PROJECT  
**RUTLAND APARTMENT**  
 155 BRYDEN RD, KELOWNA

DRAWING  
**PROPOSED ELEVATIONS**  
 BUILDING A

SCALE AS NOTED	PROJECT NO.
DATE	DRAWN BY TF/SW
SHEET	

**PR6**

CONTRACTOR TO VERIFY ALL LINES, LEVELS, SURVEYS, DIMENSIONS, LOCATION OF BUILDING ON SITE AND LOCATION OF ALL SERVICES PRIOR TO CONSTRUCTION. ALL WORK TO BE DONE IN ACCORDANCE WITH THE B.C. BUILDING CODE, CURRENT EDITION AND ALL LOCAL BUILDING BYLAWS.

COPYRIGHT RESERVED. THESE PLANS ARE THE PROPERTY OF THUJA ARCHITECTURE STUDIO. TO BE USED SOLELY FOR THE PROJECT SHOWN. UNAUTHORIZED REPRODUCTION OR USE IN ANY MANNER IS NOT PERMISSIBLE.



**SOUTH ELEVATION**



**WEST ELEVATION**



**EAST ELEVATION**

**MATERIAL LEGEND**

- 1 FIBRE CEMENT LAP SIDING - TRUE GRAIN SERIES 'WEATHERED WOOD'
- 2 FIBRE CEMENT LAP SIDING - TRUE GRAIN SERIES 'NIGHT RIDER'
- 3 FIBRE CEMENT LAP SIDING - TRUE GRAIN SERIES 'SHOU SUGI BAN'
- 4 SOFFIT - BLACK PERFORATED ALUMINUM
- 5 FASCIA - BLACK FIBRE CEMENT
- 6 RAILINGS - BLACK ALUMINUM
- 7 VINYL WINDOWS - BLACK
- 8 WOOD POST & BEAM - BLACK
- 9 FIBRE CEMENT LAP SIDING ACCENT IN 'COUNTRY LANE RED'
- 10 FIBRE CEMENT LAP SIDING ACCENT IN 'DEEP OCEAN'
- 11 FIBRE CEMENT PANELS IN IRON GREY
- 12 ROOFING - SBS 2 PLY MEMBRANE - BLACK



Tanis Frame Architect AIBC LEED AP  
 PO Box 1326 Cumberland BC VOR 1S0  
 T: 250.650.7901 E: info@thujaarchitecture.ca

NO	DATE
ISSUED FOR REVIEW	MAR. 2 2021
ISSUED FOR DP	APR. 06 2021
REVISED FOR DP	AUG. 13 2021
REVISED	AUG. 25 2021
REISSUED FOR DP	SEPT. 22 2021



**NORTH ELEVATION**

**SCHEDULE B**

This forms part of application # DP21-0112 DVP21-0113

City of Kelowna DEVELOPMENT PLANNING

Planner Initials **KB**

PROJECT  
**RUTLAND APARTMENT**  
 155 BRYDEN RD, KELOWNA

DRAWING  
**PROPOSED ELEVATIONS**  
 BUILDING B

SCALE AS NOTED	PROJECT NO.
DATE	DRAWN BY TF/SW
SHEET	

**PR7**

CONTRACTOR TO VERIFY ALL LINES, LEVELS, SURVEYS, DIMENSIONS, LOCATION OF BUILDING ON SITE AND LOCATION OF ALL SERVICES PRIOR TO CONSTRUCTION. ALL WORK TO BE DONE IN ACCORDANCE WITH THE B.C. BUILDING CODE, CURRENT EDITION AND ALL LOCAL BUILDING BYLAWS.

COPYRIGHT RESERVED. THESE PLANS ARE THE PROPERTY OF THUJA ARCHITECTURE STUDIO. TO BE USED SOLELY FOR THE PROJECT SHOWN. UNAUTHORIZED REPRODUCTION OR USE IN ANY MANNER IS NOT PERMISSIBLE.



Tanis Frame Architect AIBC LEED AP  
 PO Box 1326 Cumberland BC V0R 1S0  
 T: 250.650.7901 E: info@thujaarchitecture.ca

NO.	DATE
ISSUED FOR REVIEW	MAR. 2 2021
ISSUED FOR DP	APR. 06 2021
REVISED FOR DP	AUG. 13 2021
REVISED	AUG. 25 2021
REISSUED FOR DP	SEPT. 22 2021



FIBRE CEMENT LAPPED SIDING IN NIGHT RIDER



FIBRE CEMENT LAPPED SIDING IN SHOU SUGI BAN



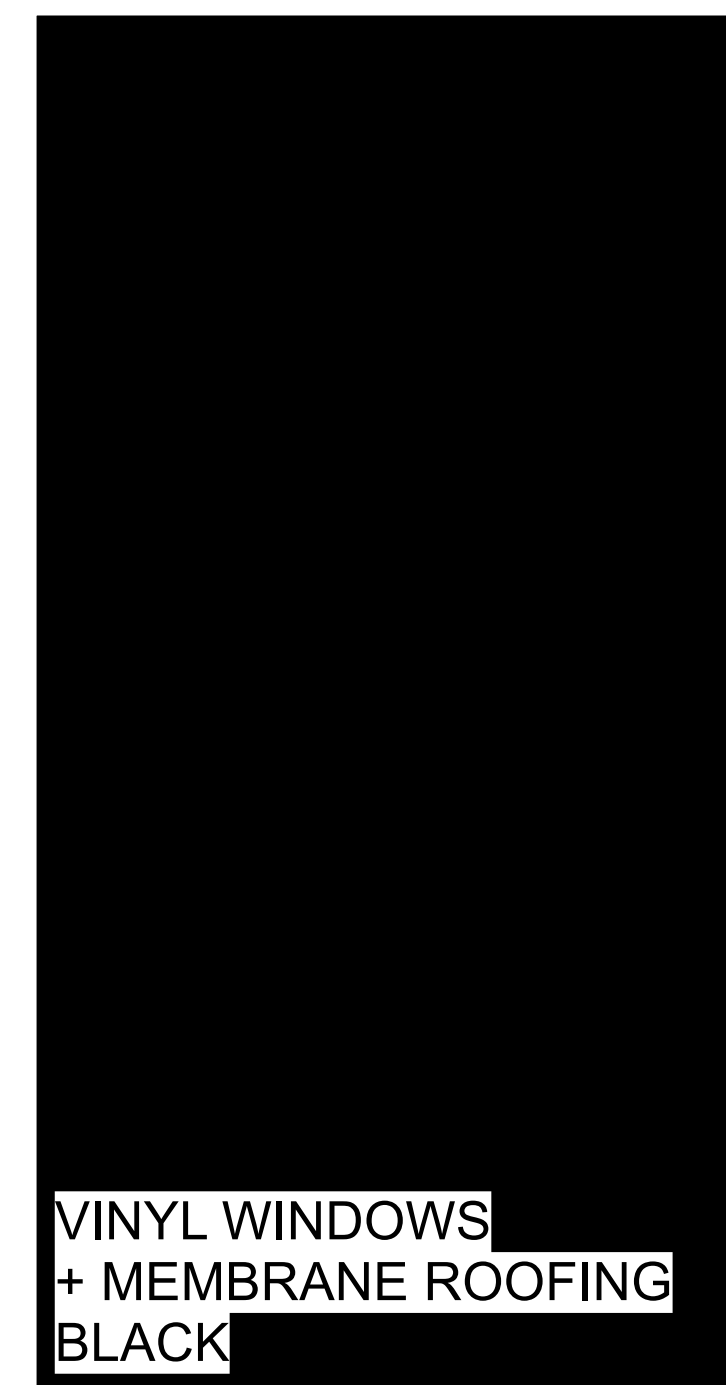
FIBRE CEMENT LAPPED SIDING IN WEATHERED WOOD



HANDRAILS + SOFFITS BLACK ALUMINUM



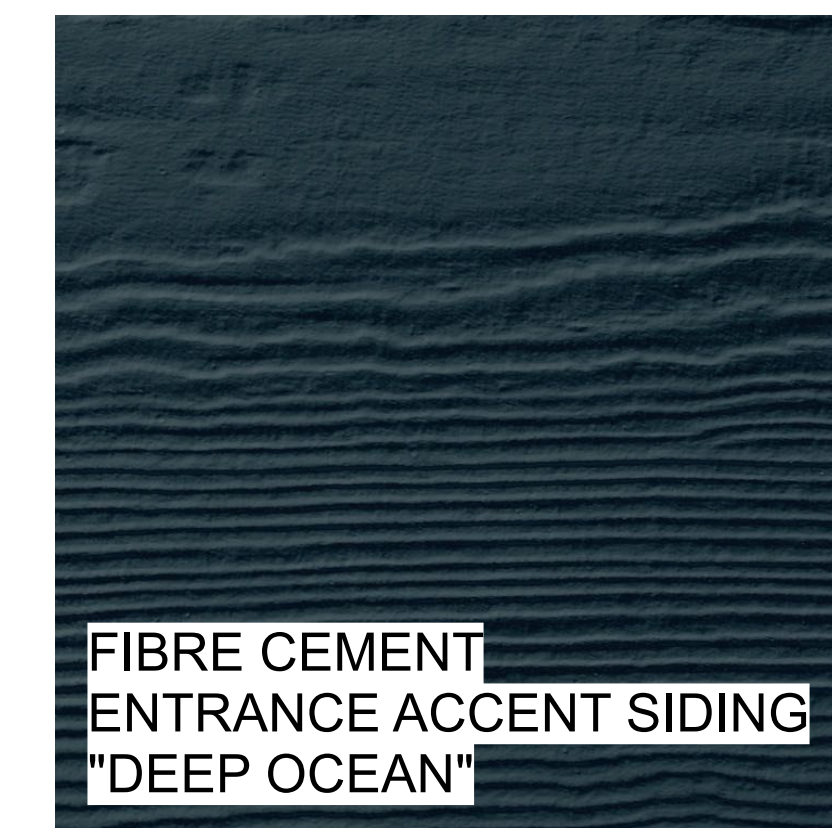
FIBRE CEMENT PANELS "IRON GREY" SMOOTH FINISH



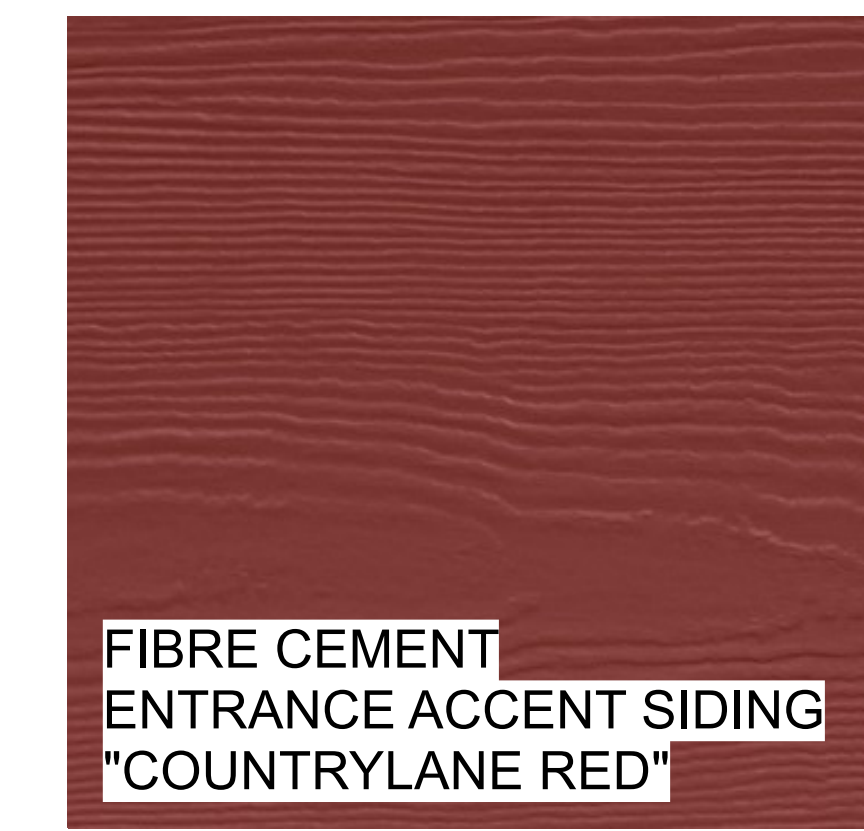
VINYL WINDOWS + MEMBRANE ROOFING BLACK



FASCIAS FIBRE CEMENT BLACK



FIBRE CEMENT ENTRANCE ACCENT SIDING "DEEP OCEAN"



FIBRE CEMENT ENTRANCE ACCENT SIDING "COUNTRYLANE RED"

**SCHEDULE B**

This forms part of application # DP21-0112 DVP21-0113

Planner Initials **KB**

PROJECT  
 RUTLAND APARTMENT  
 155 BRYDEN RD, KELOWNA

DRAWING  
 MATERIALS

SCALE AS NOTED	PROJECT NO. _____
DATE _____	DRAWN BY TF/SW
SHEET	

**PR8**



CONTRACTOR TO VERIFY ALL LINES, LEVELS, SURVEYS, DIMENSIONS, LOCATION OF BUILDING ON SITE AND LOCATION OF ALL SERVICES PRIOR TO CONSTRUCTION. ALL WORK TO BE DONE IN ACCORDANCE WITH THE B.C. BUILDING CODE, CURRENT EDITION AND ALL LOCAL BUILDING BYLAWS.

COPYRIGHT RESERVED. THESE PLANS ARE THE PROPERTY OF THUJA ARCHITECTURE STUDIO. TO BE USED SOLELY FOR THE PROJECT SHOWN. UNAUTHORIZED REPRODUCTION OR USE IN ANY MANNER IS NOT PERMISSIBLE.

DEVELOPED BY:



111-2036 Island Hwy S Campbell River, BC V9W 0E8



Tanis Frame Architect AIBC LEED AP  
 PO Box 1326 Cumberland BC V0R 1S0  
 T: 250.650.7901 E: info@thujaarchitecture.ca

NO.	DATE
ISSUED FOR REVIEW	MAR. 2 2021
ISSUED FOR DP	APR. 06 2021
REVISED FOR DP	AUG. 13 2021
REVISED	AUG. 25 2021
REISSUED FOR DP	SEPT. 22 2021

**SCHEDULE B**

This forms part of application  
 # DP21-0112 DVP21-0113

City of Kelowna  
 DEVELOPMENT PLANNING

Planner Initials **KB**

PROJECT  
**RUTLAND APARTMENT**  
 155 BRYDEN RD, KELOWNA

DRAWING  
**RENDERINGS**

SCALE	AS NOTED	PROJECT NO.	
DATE		DRAWN BY	TF/SW
SHEET			

**PR9**

**PROJECT PLANT LIST**

SYMBOL	BOTANICAL NAME	COMMON NAME	COUNT	SIZE
<b>TREES</b>				
Aa	Amelanchier x grandiflora	Autumn Brilliance Serviceberry (multistem)	10	2m Ht WB
Am	Acer ginnala	Amur Maple	7	#5pot
B	Betula jacquemontii	Himalayan Birch (multistem)	3	2m Ht WB
WS	Chamaecyparis lawsoniana	Wissel's Sagaro	7	2m Ht WB
BE	Ulmus americana 'Brandon'	Brandon Elm	4	6cm Cal.
Fs	Fagus sylvatica 'Red Obelisk'	Red Obelisk Beech	15	6cm Cal.
LI	Larix laricina	Tamarack	2	6cm Cal.
PG	Picea glauca	White Spruce	1	2m
Ppc	Picea pungens	Green Colorado Spruce	2	2m
PpH	Picea pungens 'Hoopsii'	Hoopsii Blue Spruce	11	2m
PvS	Prunus virginiana schubert	Shubert Chokecherry	4	6cm Cal.
Sr	Syringa reticulata	Japanese Lilac	16	6cm Cal.
<b>SHRUBS</b>				
AaN	Amelanchier alnifolia 'Northline'	Northline Saskatoon	27	#2pot
AbN	Abies balsamea Nana	Dwarf Balsam Fir	78	#2pot
Brg	Berberis thunbergii 'Rose Glow'	Rose Glow Barberry	39	#2pot
CaB	Cornus alba 'Bailhalo'	Ivory Halo - Variegated	13	#2pot
CaK	Cornus sericea 'Kelsey'	Dwarf Kelsey Dogwood	11	#2pot
CaS	Cornus sericea 'Farrow'	Artic Fire Dogwood (Dwarf)	40	#2pot
CaF	Caragana arborescens 'Southernland'	Southernland Caragana	15	#2pot
Cs	Cornus stolonifera	Red Twig Dogwood	15	#2pot
C	Cotoneaster lucidus/acutifolia	Cotoneaster Hedge	49	#2pot
HaA	Hydrangea arborescens 'Annabelle'	Annabelle Hydrangea	13	#2pot
HH	Rosa rugosa 'Henry Hudson'	Henry Hudson Rose (White)	136	#2pot
Ja	Juniperus horizontalis 'Andorra'	Andorra Juniper	14	#2pot
Jbp	Juniperus horizontalis 'Blue Prince'	Blue Prince Juniper	5	#2pot
Mr	Mahonia repens	Creeping Oregon Grape	48	#2pot
Jscs	Juniperus sabina 'Calgary Carpet'	Calgary Carpet Juniper	7	#2pot
Pm	Pinus mugo pumilio	Dwarf Mugo Pine	41	#2pot
Pv	Philadelphus x virginialis	Mock Orange	5	#2pot
pvs	Philadelphus x virginialis 'Dwarf Snowflake'	Miniature Snowflake Mock Orange	48	#2pot
pod	Physocarpus opulifolius 'Donna May'	Little Devil Ninebark	15	#2pot
Ra	Ribes alpinum	Alpine Currant	48	#2pot
Rp	Rhododendron PJM	PJM Rhododendron	14	#2pot
sjlp	Spiraea japonica 'Little Princess'	Little Princess Spirea	9	#2pot
Sgf	Spiraea x bumalda 'Goldflame'	Goldflame Spirea	24	#2pot
Sb	Symphoricarpos albus	Snowberry	50	#2pot
SxB	Syringa meyeri 'Boomerang'	Boomerang Lilac	11	#2pot
<b>ORNAMENTAL GRASSES</b>				
Ck	Calamagrostis x acutifolia 'Karl Foerster'	Feather Reed Grass	154	#1pot
Dc	Deschampsia cespitosa	Tufted Hairgrass	116	#1pot
H	Helictotrichon sempervirens	Blue Oat Grass	153	#1pot
b	Ophiopogon planiscapus	Black mondo grass	206	#1pot
Sh	Sporobolus heterolepis	Prairie Dropseed	50	#1pot

PERENNIALS/GROUNDCOVERS				
Al	Allium	Persian Blue	37	#1pot
DS	Perovskia atriplicifolia 'Little Spire'	Dwarf Russian Sage	28	#1pot
e	Echinacea purpurea	Purple Coneflower	23	#1pot
Hh	Hemimerallis hybrid	Daylily hybrid	11	#1pot
Hfd	Hostia 'Fragrant Dream'	Fragrant Dream Hosta	14	#1pot
k	Arctostaphylos uva-ursi	Kinnickinnick	78	10cm pot
N	Nepeta x faassenii 'Dropmore'	Dropmore Catmint	45	#1pot
sr	Smilacina racemosa	False Solomon's Seal	97	#1pot
O	Matteuccia struthiopteris	Ostrich Fern	48	#1pot
Y	Yucca filamentosa 'Golden Sword'	Golden Sword Yucca	50	#1pot

**LEGEND**

- PROPERTY LINES
- LINE OF UNDERGROUND PARKADE
- BRUSH FINISH CONCRETE SURFACES - REFER TO CIVIL ENG DWGS
- DRAIN ROCK CW 2" x 4" PTW EDGER 150 MM DEPTH MIN TYP. LOCALLY AVAILABLE 1"-3" DIA. WASHED ROUND RIVER ROCK ON APPROVED FILTER FABRIC.
- 1"-3" ROUND WASHED COBBLE ROCK SWALE AT 100mm MIN. DEPTH ON APPROVED FILTER FABRIC
- CRUSH AGGREGATE WALKWAY LIME ROCK OR SIMILAR
- SEEDED GRASS LAWN ON 150 MM DEPTH APPROVED GROWING MEDIUM
- ARTIFICIAL TURF - ON PARADE SLAB
- PLANTING BED CW 60 MM DEPTH FIR BARK MULCH ON FILTER FABRIC ON APPROVED GROWING MEDIUM. 450 MM MIN DEPTH FOR SHRUBS 700 MM MIN DEPTH FOR TREES
- POUR IN PLACE RUBBER SURFACING FOR TRACK, SPORT COURT & OUTDOOR GYM
- P.T. 4x4 PRESSURE TREATED WOOD EDGING (PLANT BED & GRASS SEPERATION)
- 1/8TH x 4" ALUMINUM OR HEAVY DUTY BLACK PLASTIC EDGER
- BEAR PROOF GARBAGE BIN
- BENCH
- 1.8m (6') HT. PRESSURE TREATED WOOD PRIVACY FENCE
- 1.8 METER HT. BLACK VINYL COATED CHAIN LINK FENCE AROUND SPORT COURT

**WESTURBAN DEVELOPMENTS**  
111-2036 Island Hwy S Campbell River, BC V9W 0E8

Date	Revisions	By
Apr 22, 2021	ISSUE FOR DP	LS
SEP 21, 2021	REVISED FOR REVIEW	ES/LS
SEP 22, 2021	REISSUE FOR DP	ES/LS

**LAZZARIN SVISDAHL LANDSCAPE ARCHITECTS**  
203-1300 1st Avenue, Prince George B.C. V2L 2Y3  
250-563-6158 www.lsla-landarch.com

**SCHEDULE C**  
This forms part of application # DP21-0112 DVP21-0113

Planner Initials: **KB**

**City of Kelowna**  
DEVELOPMENT PLANNING

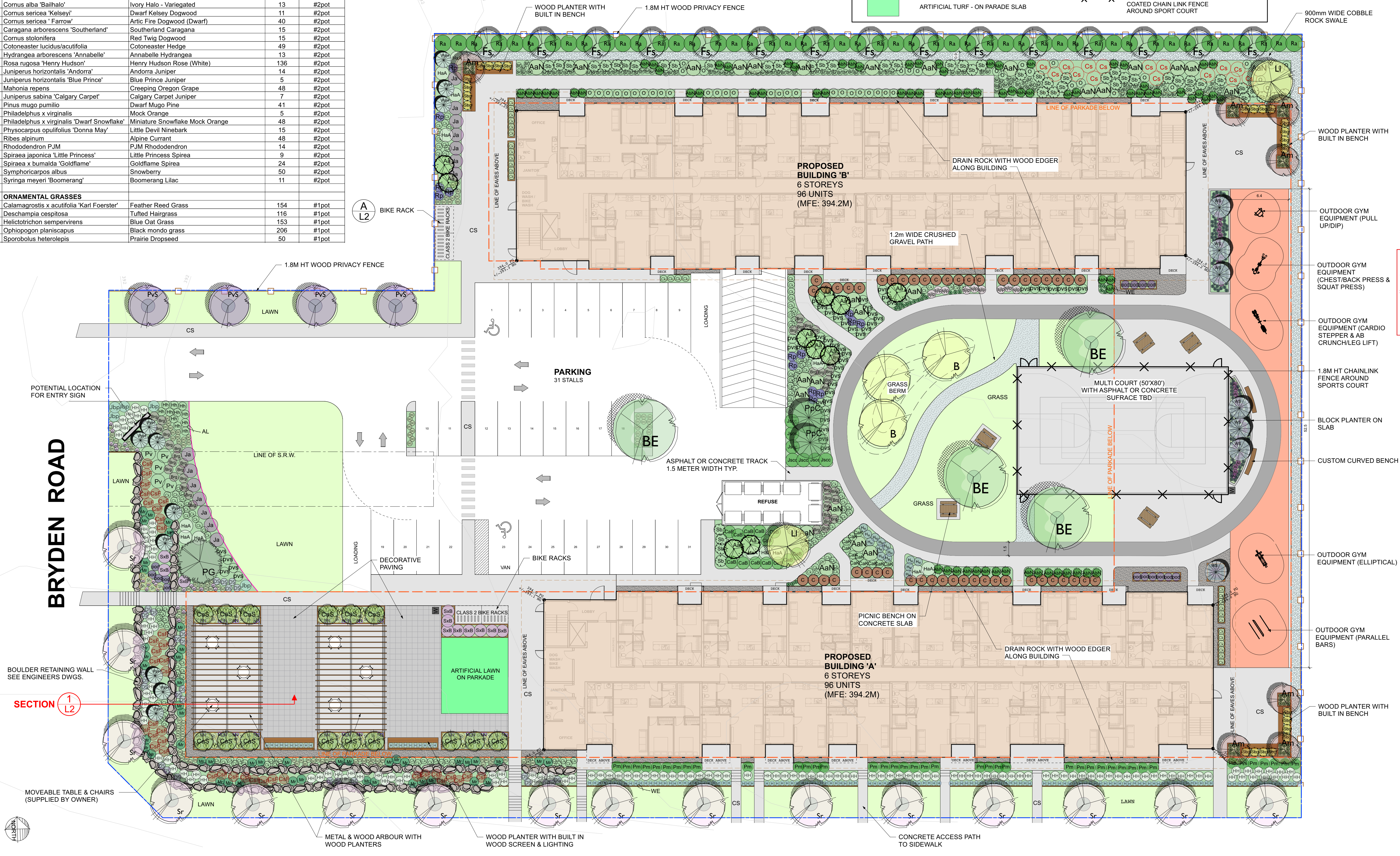
Project: **RUTLAND APARTMENT**  
155 BRYDEN ROAD  
KELOWNA, BC

Sheet Title: **Landscape Plan**

Date: March 31, 2021  
Scale: 1:200 METERS  
Drawn By: LS/SD  
Project No.:

Copyright reserved. This drawing and the design are, and at all times remain the exclusive property of Lazzarin Svisdahl Landscape Architects and cannot be used without the Landscape Architect's written consent.

Drawing No. **L 1**



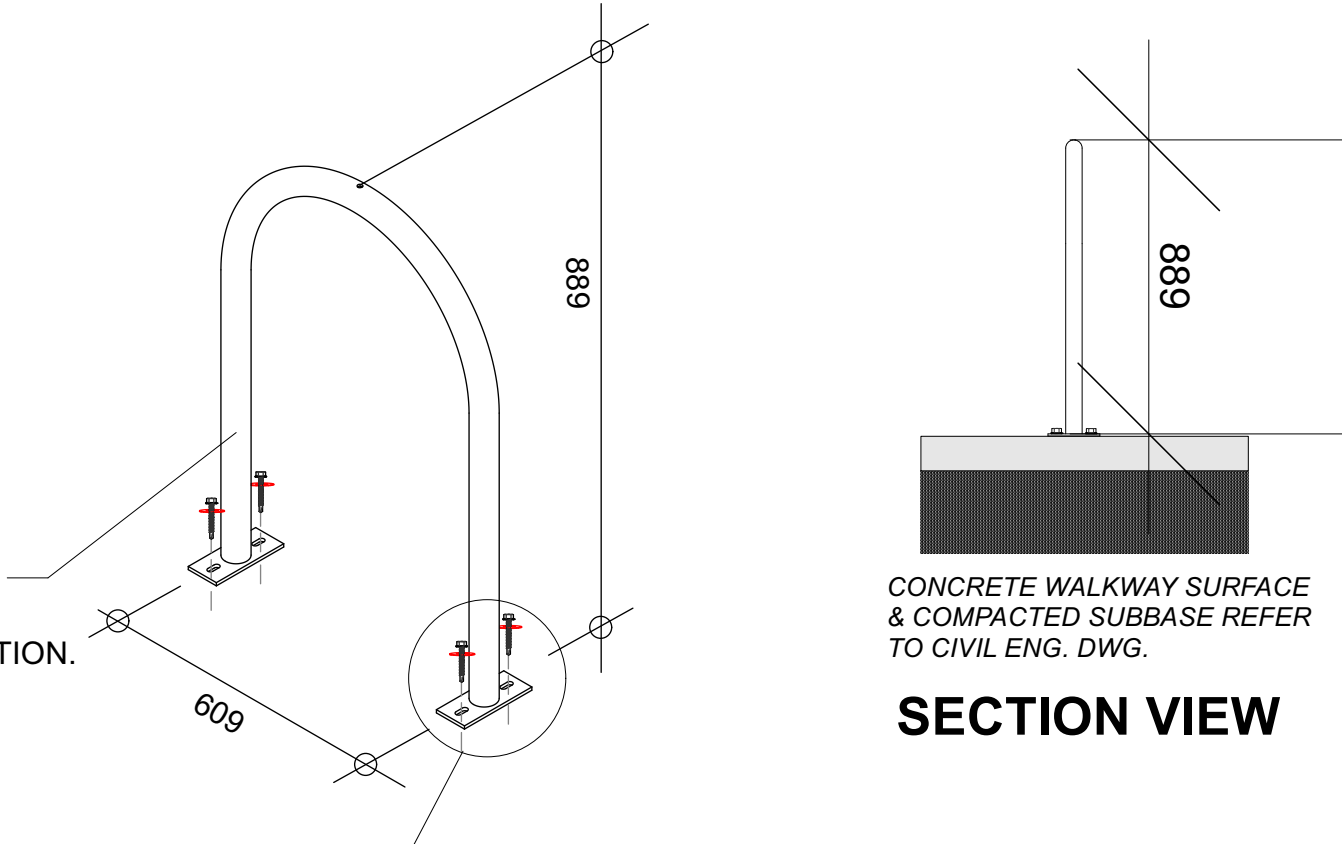
**KELOWNA - ROCK CREEK HWY**

NOTE: ALL WORK AND MATERIALS SHALL BE TO CANADIAN LANDSCAPE STANDARDS



**'DERO HOOP' BIKE RACK**  
(CAPACITY 2 BIKES EACH).  
REFER TO L100 & L102 FOR LOCATION.

COLOUR:  
STANDARD BLACK  
POWDER COATED



CONCRETE WALKWAY SURFACE  
& COMPACTED SUBBASE REFER  
TO CIVIL ENG. DWG.

**SECTION VIEW**

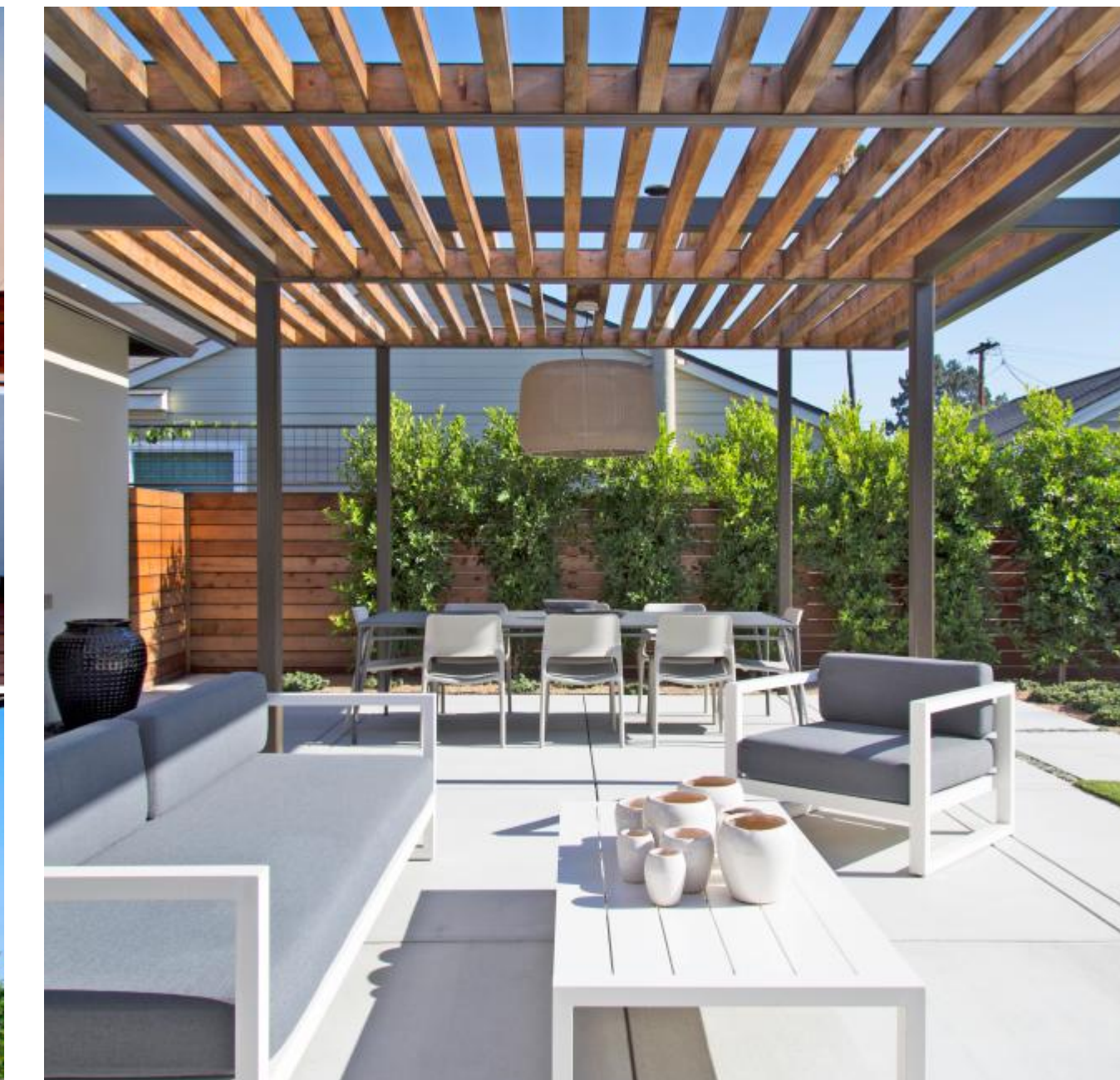
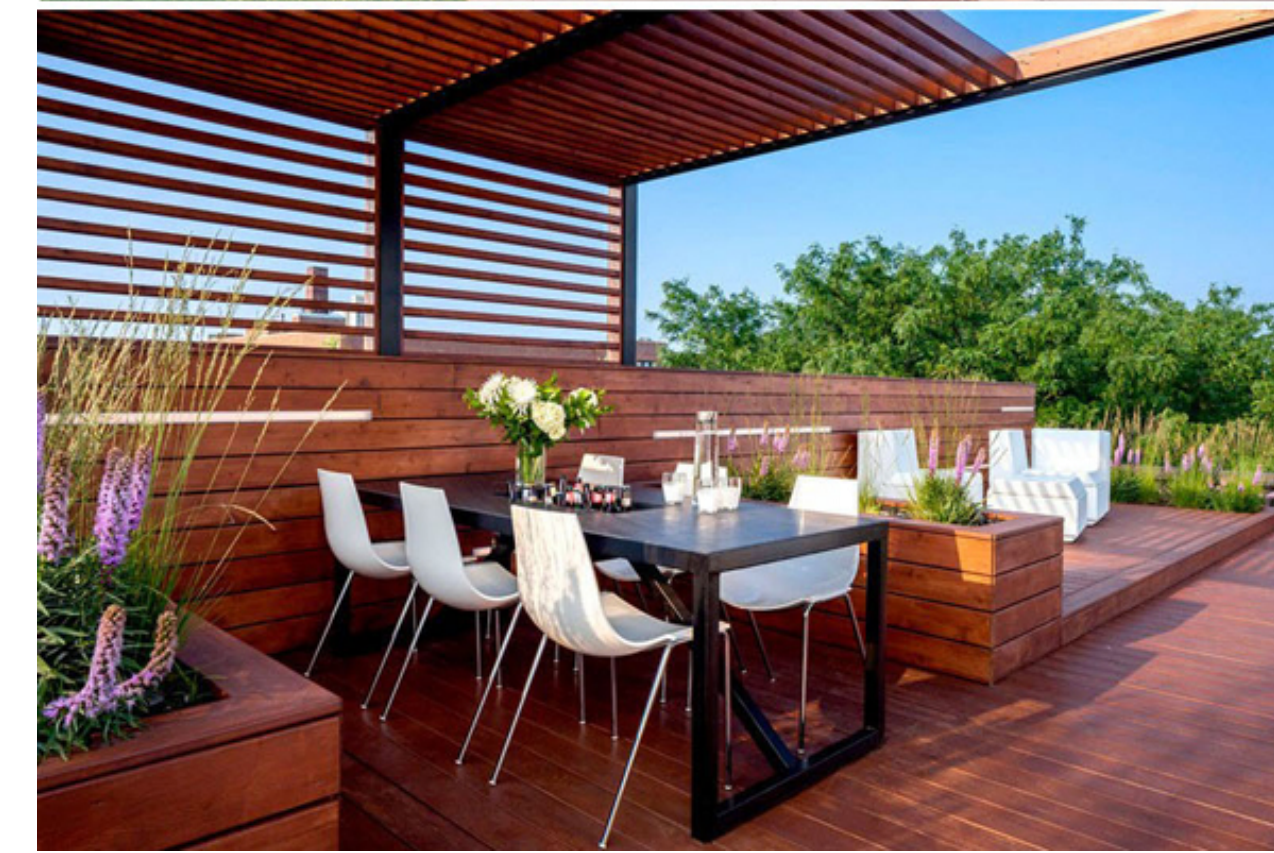
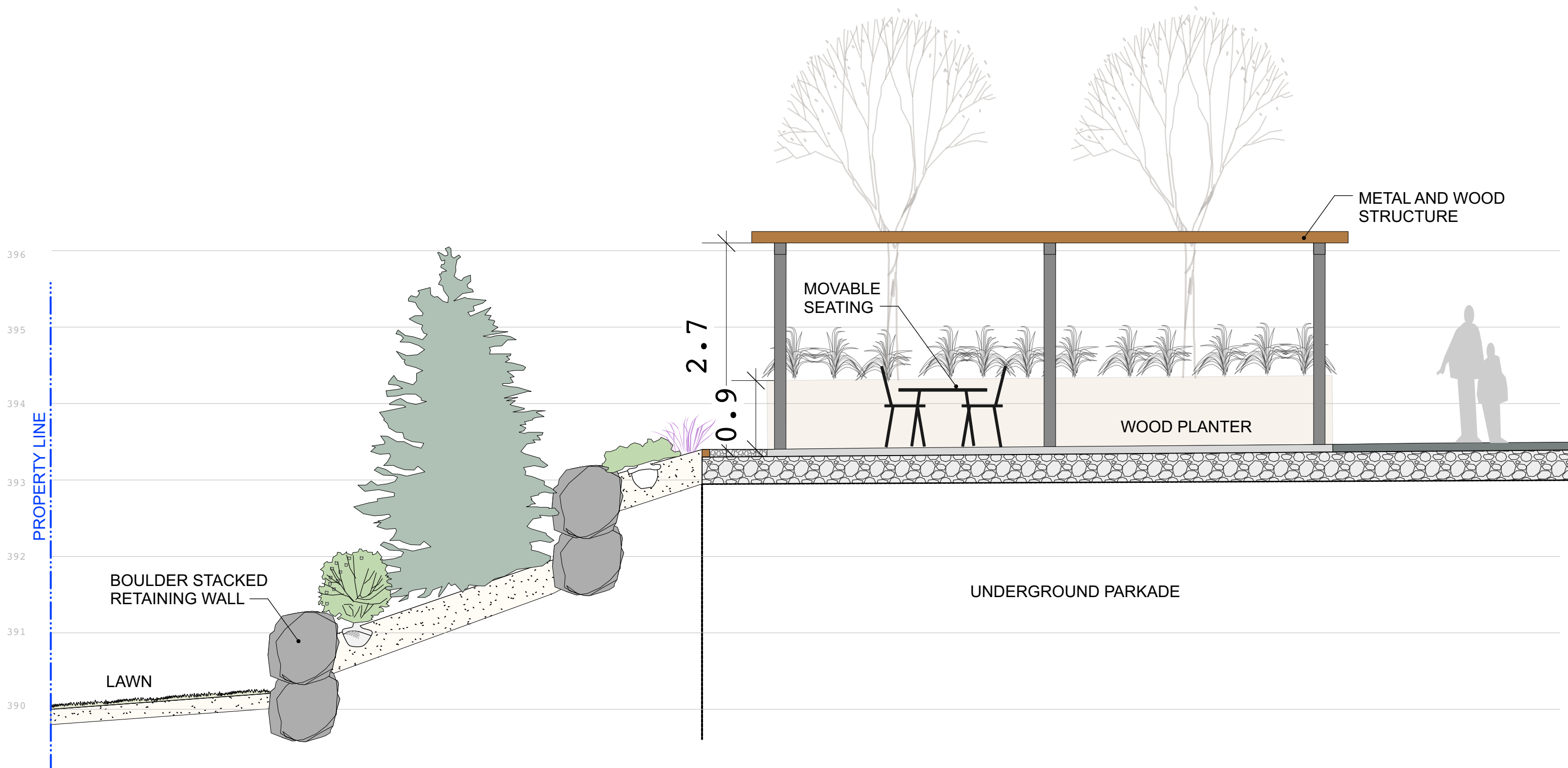
MANUFACTURER SUPPLIED 3/8" DIA. KWIK ANCHOR BOLTS  
TO SECURE BIKE RACK TO CONCRETE BASE.  
DRILL HOLES IN CONCRETE TO 3" DEPTH.  
USE WASHER(S) IF NECESSARY TO LEVEL RACK.

**A BIKE RACK**

NOT TO SCALE



**PRECEDENT EXAMPLE OF WOOD  
PLANTER & BUILT-IN BENCH**



**PRECEDENT IMAGES OF WOOD  
& METAL ARBOUR STRUCTURE**



**LAWN BERM BY ATHLETIC COURT**



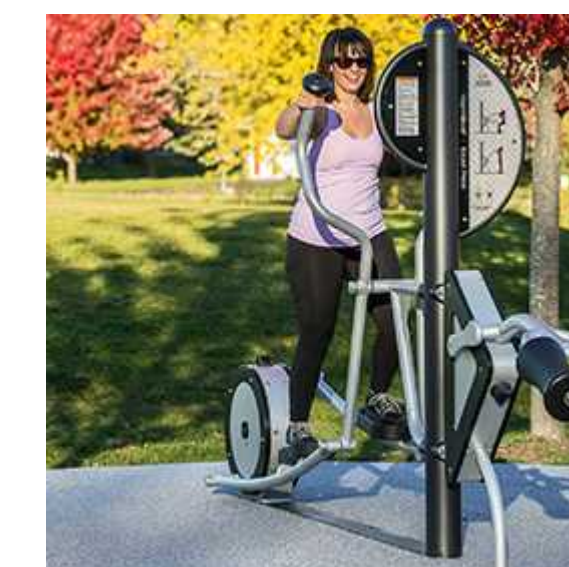
Ab Crunch/ Leg Lift



Cardio Stepper



Chest/ Back Press



Elliptical



Parallel Bars



Pull Up/ Dip



Squat Press

**HEALTH BEAT FITNESS EQUIPMENT  
BY HABITAT SYSTEMS**

**WESTURBAN DEVELOPMENTS**  
111-2036 Island Hwy S Campbell River, BC V9W 0E8

Date	Revisions	By
Apr 22, 2021	ISSUE FOR DP.	LS
Sep 22, 2021	REISSUE FOR DP.	LS

**LAZZARIN SVISDAHL**  
LANDSCAPE ARCHITECTS  
203-1300 1st Avenue, Prince George B.C. V2L 2Y3  
250-563-6158 www.isla-landarch.com

**SCHEDULE C**

This forms part of application  
# DP21-0112 DVP21-0113

Planner Initials **KB**

City of **Kelowna**  
DEVELOPMENT PLANNING

Project  
**RUTLAND APARTMENT**  
155 BRYDEN ROAD  
KELOWNA, BC

Sheet Title  
**Landscape Details & Section**

Date  
March 31, 2021

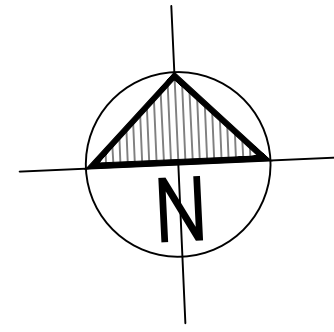
Scale  
as shown

Drawn By  
LS/SD

Project No.

Copyright reserved. This drawing and the design are, and at all times remain the exclusive property of Lazzarin Svisdahl Landscape Architects and cannot be used without the Landscape Architect's written consent.

Drawing No.  
**L 2**



# SCHEDULE C

This forms part of application # DP21-0112 DVP21-0113

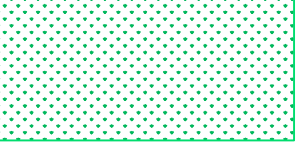

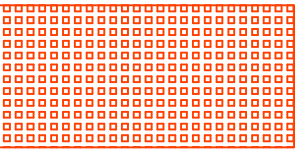
Planner Initials **KB**



## HYDROZONE AREAS

1. PROPERTY AREA = 10,241 square meters
2. BUILDING AREA = 2,840 square meters
3. PAVEMENT/CONCRETE AREA = 4,360 square meters
4. SHRUB/PLANTING AREA = 1,562 square meters
5. MOWN LAWN/TURF AREA = 1,417 square meters
6. ARTIFICIAL TURF - Non-Irrigated AREA = 62 square meters

## HYDROZONE LEGEND

-  WATERED MOWN LAWN - Fixed Pop-Up Spray Heads with Precision Nozzles or MP Rotators
-  MODERATE WATER USE - SHRUB/TREE PLANTING - High Efficiency Sub-Surface Drip Emitters
-  ARTIFICIAL TURF - Non-Irrigated

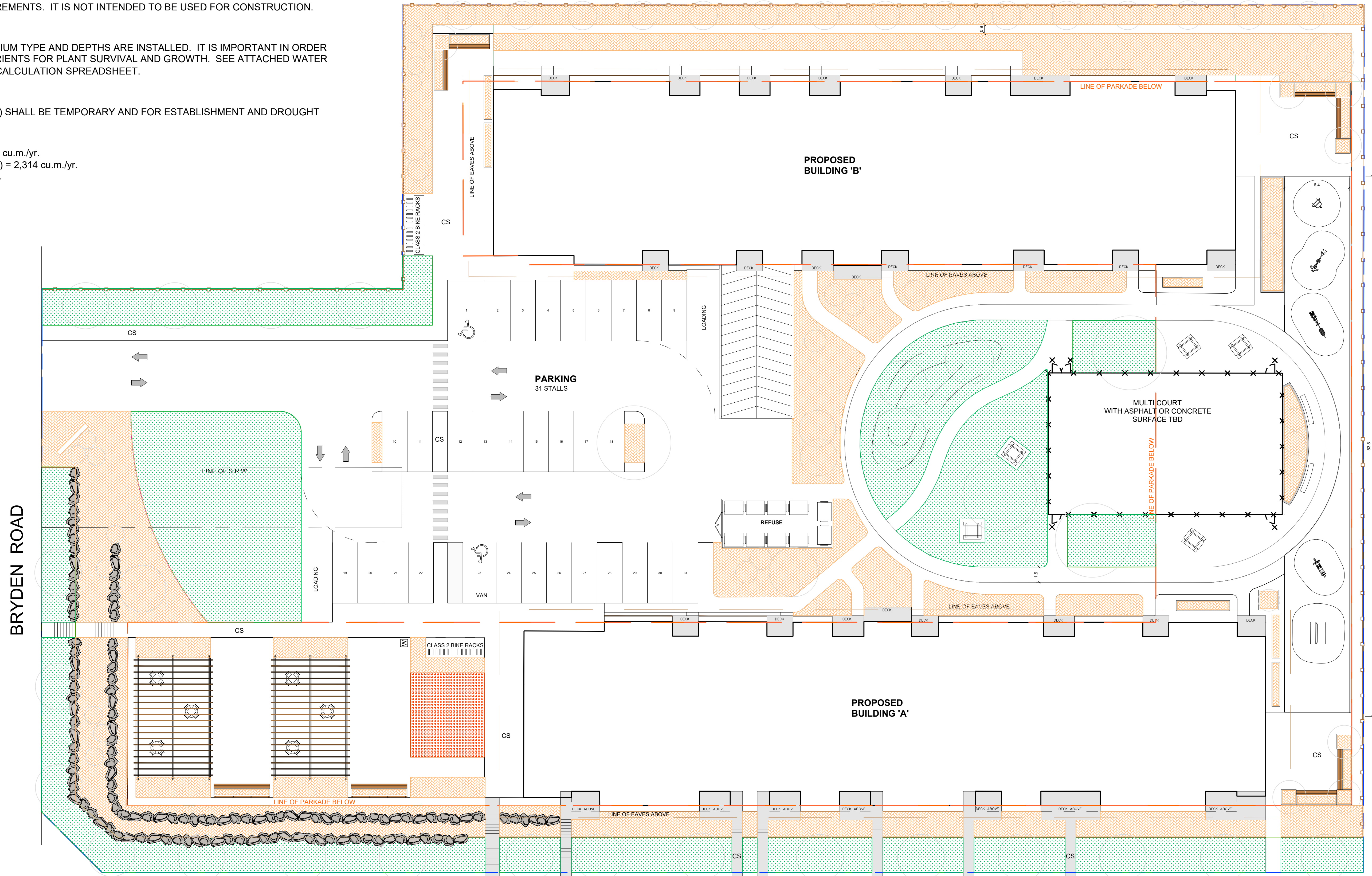
## HYDROZONE NOTES

**DESIGN INTENT:**  
THIS DRAWING ILLUSTRATES THE APPROXIMATE DESIGNED DIVISION OF THE LANDSCAPE INTO AREAS OF DIFFERENT WATERING REQUIREMENTS. IT IS NOT INTENDED TO BE USED FOR CONSTRUCTION.

**GROWING MEDIUM:**  
ENSURE THAT ADEQUATE GROWING MEDIUM TYPE AND DEPTHS ARE INSTALLED. IT IS IMPORTANT IN ORDER TO STORE AND RETAIN WATER AND NUTRIENTS FOR PLANT SURVIVAL AND GROWTH. SEE ATTACHED WATER SEE ATTACHED WATER CONSERVATION CALCULATION SPREADSHEET.

**ESTABLISHMENT WATER USE:**  
ALL IRRIGATION ESTABLISHMENT AREA(S) SHALL BE TEMPORARY AND FOR ESTABLISHMENT AND DROUGHT CONDITIONS ONLY.

LANDSCAPE WATER BUDGET (WB) = 2,433 cu.m./yr.  
ESTIMATED LANDSCAPE WATER USE (WU) = 2,314 cu.m./yr.  
WATER BUDGET IS UNDER BY 119 cu.m./yr.



HWY 33

COPY RIGHT - 2021  
The information contained herein is the property of the author and is not to be used, reproduced, or transmitted in any form or by any means, electronic or mechanical, including photocopying, recording, or by any information storage and retrieval system, without the prior written permission of the author.



DATE	ISSUE	ISSUED FOR DP
SEPT. 27, 2021	0	
	1	
	2	
	3	
	4	
	5	
	6	



**RUTLAND APARTMENTS**  
**155 BRYDEN ROAD**  
 KELOWNA, B.C.  
 IRRIGATION HYDROZONE PLAN

PROJECT: 2021-033  
 SCALE: 1:200  
 DRAWN BY: DEP

# IR-01

## PURPOSE-BUILT RENTAL HOUSING AGREEMENT

THIS AGREEMENT dated for reference January 10, 2023 affects:

### LEGAL DESCRIPTION OF PROPERTY SUBJECT TO THE AGREEMENT:

Lot A SECTION 27 TOWNSHIP 26 OSOYOOS DIVISION YALE DISTRICT PLAN EPP85221

("Land")

And is

**BETWEEN: 1297889 BC LTD. INC.NO. BC1297889**  
**111 – 2036 ISLAND HWY S.**  
**CAMPBELL RIVER, BC**  
**V9W0E8**

("Owner")

**AND:**

**CITY OF KELOWNA**, a local government incorporated pursuant to the *Community Charter* and having its offices at 1435 Water Street, Kelowna, B.C. V1Y 1J4

("City")

GIVEN THAT:

- A. The Owner has applied to the City for rezoning of the Lands to permit the construction of a housing complex that will include purpose-built rental housing units, as defined in this Agreement, on certain lands more particularly described in this Agreement;
- B. The City may, pursuant to section 483 of the *Local Government Act*, enter into an agreement with an owner of land that includes terms and conditions regarding the occupancy, tenure, and availability of the housing units on the land or construction on land;
- C. The Owner and the City wish to enter into this Agreement to provide for purpose-built rental housing on the terms and conditions set out in this Agreement, and agree that this Agreement is a housing agreement under s. 483 of the *Local Government Act*; and
- D. The City has, by bylaw, authorized the execution of this Agreement and the Owner has duly authorized the execution of this Agreement;

This Agreement is evidence that in consideration of \$1.00 paid by the City to the Owner (the receipt of which is acknowledged by the Owner) and in consideration of the promises exchanged below, the City and Owner agree, as a housing agreement between the Owner and the City under s. 483 of the *Local Government Act*, as follows:



## ARTICLE 1 INTERPRETATION

### 1.1 Definitions -

"Caregiver" means an individual who provides assistance with the performance of the personal functions and activities necessary for daily living that a person is unable to perform efficiently for himself or herself;

"City" means the City of Kelowna;

"Dwelling Unit" means accommodation providing sleeping rooms, washrooms, and no more than one kitchen, intended for domestic use, and used or intended to be used permanently or semi-permanently for a Household. This use does not include a room in a hotel or a motel.

"Household" means

- (a) a person;
- (b) two or more persons related by blood, marriage, or adoption; or associated through foster care, all living together in one dwelling unit as a single household using common cooking facilities;
- (c) a group of not more than five persons, including boarders, who are not related by blood, marriage, or adoption, or associated through foster care, all living together in one dwelling unit as a single household using common cooking facilities; or
- (d) a combination of (b) and (c), provided that the combined total does not include more than 3 persons unrelated by blood, marriage or adoption or associated through foster care; all living together in one dwelling unit as a single household using common cooking facilities.

In addition, a household may also include up to one Caregiver or nanny;

"Land" means the land described herein;

"LTO" means the Kamloops Land Title Office or its successor;

"Official Community Plan" means the City of Kelowna Official Community Plan Bylaw No. 10500, or its successor bylaw;

"Owner" means the registered owner of the Lands from time to time and any parcels into which the Lands are subdivided;

"Purpose-Built Rental Housing" means a Dwelling Unit that is intended to be used for rental housing; and

"Tenancy Agreement" means a tenancy agreement as defined in, and subject to, the *Residential Tenancy Act*.

### 1.2 Interpretation - In this Agreement:

- (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;

- (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (c) reference to a particular numbered section or article, or to a particular lettered Schedule, is a reference to the correspondingly numbered or lettered article, section or Schedule of this Agreement;
- (d) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- (e) the word "enactment" has the meaning given in the *Interpretation Act* on the reference date of this Agreement;
- (f) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- (g) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided;
- (h) the provisions of s. 25 of the *Interpretation Act* with respect to the calculation of time apply;
- (i) time is of the essence;
- (j) all provisions are to be interpreted as always speaking;
- (k) reference to a "party" is a reference to a party to this Agreement and to their respective successors, assigns, trustees, administrators and receivers;
- (l) reference to a "day", "month", "quarter" or "year" is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided;
- (m) the definitions given in the City of Kelowna Zoning Bylaw No. 8000, or its successor bylaw, and the Official Community Plan apply for the purposes of this Agreement; and
- (n) any act, decision, determination, consideration, consent or exercise of discretion by a party, or other person, as provided in this Agreement will be performed, made or exercised acting reasonably.

**1.3 Purpose of Agreement** - The Owner and the City agree that:

- (a) this Agreement is intended to serve the public interest by providing for occupancy of a certain number of Dwelling Units, of the kinds provided for in this Agreement, that are in demand in the City of Kelowna but that are not readily available;
- (b) damages are not an adequate remedy to the City in respect of any breach of this Agreement by the Owner, such that the Owner agrees the City should be entitled to an order for specific performance, injunction or other specific relief respecting any breach of this Agreement by the Owner.

**ARTICLE 2  
HOUSING AGREEMENT AND LAND USE RESTRICTIONS**

**2.1 Land Use Restrictions** - The Owner and the City hereby covenant and agree as follows:

- (a) The Land will be used only in accordance with this Agreement;
- (b) The Owner will design, construct and maintain one or more buildings providing 192 Dwelling Units as Purpose-Built Rental Housing
- (c) The Owner acknowledges that the City will not support applications to stratify the building(s) on the Land, thereby allowing the identified Purpose-Built Rental Housing Dwelling Units to be sold independently of each other, for a period of ten (10) years from the date of this Agreement.

**ARTICLE 3  
HOUSING AGREEMENT AND TRANSFER RESTRICTIONS**

**3.1 Purchaser Qualifications** - The City and the Owner agree as follows:

- (a) the Owner will not sell or transfer, or agree to sell or transfer, any interest in any building containing Purpose-Built Rental Housing Dwelling Units on the Land other than a full interest in the fee simple title to an agency or individual that will continue to ensure that the Purpose-Built Rental Housing Dwelling Units are available in accordance with this Agreement.

**3.2 Use and Occupancy of Purpose-Built Rental Housing Dwelling Unit** - The Owner agrees with the City as follows:

- (a) the Owner will rent or lease each Purpose-Built Rental Housing Dwelling Unit on the Land in accordance with the *Residential Tenancy Act*, and in no event may the Owner itself occupy a Purpose-Built Rental Housing Dwelling Unit or use the Purpose-Built Rental Housing Dwelling Unit for short-term vacation accommodation; and
- (b) the Owner will deliver a copy of the Tenancy Agreement for each Purpose-Built Rental Housing Dwelling Unit to the City upon demand.

**ARTICLE 4  
GENERAL**

**4.1 Notice of Housing Agreement** - For clarity, the Owner acknowledges and agrees that:

- (a) this Agreement constitutes a housing agreement entered into under s. 483 of the *Local Government Act*;
- (b) the City is requiring the Owner to file a notice of housing agreement in the LTO against title to the Land;

- (c) once such a notice is filed, this Agreement binds all persons who acquire an interest in the Land;
- (d) in the event the parties agree to release this Agreement from the title of the Land, which may not occur before the tenth (10<sup>th</sup>) anniversary of the date of this Agreement, the Owner will repay the City for 100% of the amount of the rental grant received from the City. Such repaid funds will be directed to the City's Housing Opportunities Reserve Fund.

**4.2 No Effect On Laws or Powers** - This Agreement does not

- (a) affect or limit the discretion, rights, duties or powers of the City under any enactment or at common law, including in relation to the use or subdivision of land,
- (b) impose on the City any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement,
- (c) affect or limit any enactment relating to the use or subdivision of land, or
- (d) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of land.

**4.3 Management** – The Owner covenants and agrees that it will furnish good and efficient management of the Dwelling Units and will permit representatives of the City to inspect the Dwelling Units at any reasonable time, subject to the notice provisions of the *Residential Tenancy Act*. The Owner further covenants and agrees that it will maintain the Dwelling Units in a satisfactory state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Land. Notwithstanding the foregoing, the Owner acknowledges and agrees that the City, in its absolute discretion, may require the Owner, at the Owner's expense, to hire a person or company with the skill and expertise to manage the Dwelling Units.

**4.4 Notice** - Any notice which may be or is required to be given under this Agreement will be in writing and either be delivered or sent by facsimile transmission. Any notice which is delivered is to be considered to have been given on the first day after it is dispatched for delivery. Any notice which is sent by fax transmission is to be considered to have been given on the first business day after it is sent. If a party changes its address or facsimile number, or both, it will promptly give notice of its new address or facsimile number, or both, to the other party as provided in this section.

**4.5 Agreement Runs With the Land** - Every obligation and covenant of the Owner in this Agreement constitutes both a contractual obligation and a covenant granted by the Owner to the City in respect of the Land and this Agreement burdens the Land and runs with it and binds the Owner's successors in title and binds every parcel into which it is consolidated or subdivided by any means, including by subdivision or by strata plan under the *Strata Property Act*.

**4.6 Limitation on Owner's Obligations** - The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Land.

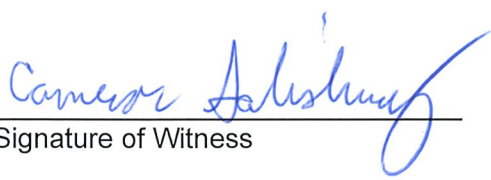
**4.7 Release** – The Owner by this Agreement releases and forever discharges the City and each of its elected officials, officers, directors, employees and agents, and its and their heirs, executors, administrators, personal representatives, successors, and assigns, from and against all claims, demands, damages, actions, or causes of action by reason of or arising out of advice or direction respecting the ownership, lease, operation or management of the Land or the Dwelling Units which has been or at any time after the

commencement of this Agreement may be given to the Owner by all or any of them. This clause will survive the termination of this Agreement.

- 4.8 Joint Venture** – Nothing in this Agreement will constitute the Owner as the agent, joint venturer, or partner of the City or give the Owner any authority to bind the City in any way.
- 4.9 Waiver** - An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.
- 4.10 Further Acts** - The Owner will do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.
- 4.11 Severance** - If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.
- 4.12 Equitable Remedies** – The Owner acknowledges and agrees that damages would be an inadequate remedy for the City for breach of this Agreement and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement.
- 4.13 No Other Agreements** - This Agreement is the entire agreement between the parties regarding its subject and it terminates and supersedes all other agreements and arrangements regarding its subject.
- 4.14 Amendment** - This Agreement may be discharged, amended or affected only by an instrument duly executed by both the Owner and the City.
- 4.15 Enurement** - This Agreement binds the parties to it and their respective successors, heirs, executors and administrators. Reference in this Agreement to the "City" is a reference also to the elected and appointed officials, employees and agents of the City.
- 4.16 Deed and Contract** - By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.

IN WITNESS WHEREOF the parties hereunto have executed this Agreement on the date and year first above written.

SIGNED, SEALED & DELIVERED in )  
the presence of: )

  
Signature of Witness )

Cameron Salisbury )

Print Name )

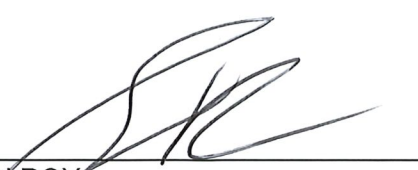
111 – 2036 S Isl Hwy )  
Campbell River, BC V9W 0E8 )

Address )

Director of Development )

Occupation )

“OWNER”  
by its authorized signatories:

  
SEAN ROY

SIGNED, SEALED & DELIVERED in )  
the presence of: )

Signature of Witness )

Print Name )

Address )

Occupation )

CITY OF KELOWNA  
by its authorized signatories:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

BL10566, BL10674, BL11457, BL10974, BL11854 & BL11912 amended SCHEDULE "B":

**SCHEDULE "B"**  
**Revitalization Tax Exemption Agreement**

THIS AGREEMENT dated for reference the \_\_\_ day of \_\_\_\_\_, 20\_\_\_ is

**BETWEEN:**

0838239 B.C. LTD.  
#300 1060 Manhattan Drive  
Kelowna, BC  
V1Y 9X9  
(the "Owner")

**AND:**

**CITY OF KELOWNA**  
1435 Water Street,  
Kelowna, B.C.  
V1Y 1J4  
  
(the "City")

**GIVEN THAT:**

- A. The Owner is the registered owner in fee simple of lands in the City of Kelowna at *235 Hollywood Road North* legally described as Lot B Sections 26 and 27 Township 26 Osoyoos Division Yale District Plan 30302 (the "Parcel");
- B. Council has established a revitalization tax exemption program and has included within the City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561 the designation of areas which include the Parcel as a revitalization area; and
- C. The Owner proposes to construct new improvements on the Parcel as described in Appendix "A" attached to and forming part of this agreement (the "Project") and has applied to the City to take part in the revitalization tax exemption program in respect of the Project and the City has agreed to accept the Project under the program;

THIS AGREEMENT is evidence that in consideration of the promises exchanged below, the Owner and the City covenant and agree each with the other as follows:

- 1. **The Project** – the Owner will use its best efforts to ensure that the Project is constructed, maintained, operated and used in a fashion that will be consistent with and will foster the objectives of the revitalization tax exemption program, as outlined in the City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561. Without limiting the generality of the foregoing, the Owner covenants to use its best efforts to ensure that the Project will:
  - a. Construct a 12,990m<sup>2</sup> 6 storey mixed use building containing 95 individual rental dwelling units, 452m<sup>2</sup> of private open space, 218 shared parking stalls, ground floor commercial space, and public amenity space.

2. **Operation and Maintenance of the Project** – throughout the term of this agreement, the Owner shall operate, repair and maintain the Project and will keep the Project in a state of good repair as a prudent owner would do.
3. **Revitalization Amount** – In this agreement, “**Revitalization Amount**” means the municipal portion of property tax calculated in relation to the increase in the assessed value of improvements on the Parcel resulting from the construction of the Project as described in section 1;
4. **Revitalization Tax Exemption** – subject to fulfilment of the conditions set out in this agreement and in “City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561”, the City shall issue a revitalization tax exemption certificate (the “Tax Exemption Certificate”) to the British Columbia Assessment Authority entitling the Owner to a property tax exemption in respect of the property taxes due (not including local service taxes) in relation to the Revitalization Amount on the Parcel (the “Tax Exemption”) for the calendar year(s) set out in the Tax Exemption Certificate .
5. **Conditions** – the following conditions shall be fulfilled before the City will issue a Tax Exemption Certificate to the Owner in respect of the Project:
  - a. The Owner must complete or cause to be completed construction of the Project in a good and workmanlike fashion and in strict compliance with the building permit and the plans and specifications attached hereto as Appendix “A”;
  - b. The Owner must submit a copy of the Occupancy Permit and Title Certificate to the City of Kelowna’s Revenue Branch within 48 months from the date the Agreement is executed by Council.
6. **Calculation of Revitalization Tax Exemption** – the amount of the Tax Exemption shall be equal to:
  - a) For “Tax Incentive Area 3,” 100% of the Revitalization Amount on the Parcel.
7. **Term of Tax Exemption** – provided the requirements of this agreement, and of the City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561, are met the Tax Exemption shall be for 10 years after the BC Assessment Authority validates the Tax Exemption Certificate issued by the City of Kelowna’s Revenue Branch.,
8. **Compliance with Laws** – the Owner shall construct the Project and, at all times during the term of the Tax Exemption or any renewal term, use and occupy the Parcel and the Project in compliance with all statutes, laws, regulations and orders of any authority having jurisdiction and, without limiting the generality of the foregoing, all federal, provincial, or municipal laws or statutes or bylaws, including all the rules regulations policies guidelines criteria or the like made under or pursuant to any such laws.
9. **Effect of Stratification** – if the Owner stratifies the Parcel under the Strata Property Act, then the Tax Exemption shall be prorated among the strata lots in accordance with the unit entitlement of each strata lot for:
  - a. the current and each subsequent tax year during the currency of this agreement if the strata plan is accepted for registration at the Land Title Office before May 1; or
  - b. for the next calendar year and each subsequent tax year during the currency of this agreement if the strata plan is accepted for registration at the Land Title Office after May 1;

so long as, if the Project is the subject of an operating agreement between the Owner and the Provincial Rental Housing Corporation, the Owner is in compliance with the operating agreement. The Owner agrees to provide written confirmation to the City regarding the Owner’s compliance with the said operating agreement, satisfactory to the City, upon the City’s reasonable inquiry.



10. **Termination of the agreement** - the revitalization tax exemption agreement will be valid for 48 months from the date the agreement is executed by Council. If the conditions for issuance of a Tax Exemption Certificate have not been met during this term, the owner may request a renewal term to this agreement or the agreement will be terminated.
11. **Cancellation** – the City may in its sole discretion cancel the Tax Exemption Certificate at any time:
  - a. on the written request of the Owner; or
  - b. effective immediately upon delivery of a notice of cancellation to the Owner if at any time any of the conditions in the Tax Exemption Certificate are not met.
  - c. If the Owner is subject to an operating agreement with the Provincial Rental Housing Corporation and is not in compliance with the operating agreement.

If such cancellation occurs, the Owner of the Parcel for which the Tax Exemption Certificate was issued will remit to the City an amount equal to the value of any Tax Exemption received after the cancellation of the Tax Exemption Certificate.

12. **No Refund** – for greater certainty, under no circumstances will the Owner be entitled under the City’s revitalization tax exemption program to any cash credit, any carry forward tax exemption credit or any refund for any property taxes paid.
13. **Notices** – any notice or other writing required or permitted to be given hereunder or for the purposes hereof to any party shall be sufficiently given if delivered by hand or posted on the Parcel, or if sent by prepaid registered mail (Express Post) or if transmitted by facsimile to such party:
  - a. in the case of a notice to the City, at:

THE CITY OF KELOWNA  
1435 Water Street,  
Kelowna, B.C.  
V1Y 1J4

Attention: Policy & Planning Department

- b. in the case of a notice to the Owner, at:

0838239 B.C. LTD.#300 1060 Manhattan Drive  
Kelowna, BC  
V1Y 9X9

Attention: Tony Kudryk  
Phone: 250.763.6789  
Email: tkudryk@argusproperties.ca

Or at such other address as the party to whom such notice or other writing is to be given shall have last notified the party giving the same.

14. **No Assignment** – the Owner shall not assign its interest in this agreement except to a subsequent owner in fee simple of the Parcel.

15. **Severance** – if any portion of this agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this agreement.
16. **Interpretation** – wherever the singular or masculine is used in this agreement, the same shall be construed as meaning the plural, the feminine or body corporate where the context or the parties thereto so require.
17. **Further Assurances** – the parties hereto shall execute and do all such further deeds, acts, things and assurances that may be reasonably required to carry out the intent of this agreement.
18. **Waiver** – waiver by the City of a default by the Owner shall be in writing and shall not be deemed to be a waiver of any subsequent or other default.
19. **Powers Preserved** – this agreement does not:
  - a. Affect or limit the discretion, rights or powers of the City under any enactment or at common law, including in relation to the use or subdivision of the Parcel;
  - b. Affect or limit any enactment relating to the use or subdivision of the Parcel; or
  - c. Relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Parcel and without limitation shall not confer directly or indirectly any exemption or right of set-off from development cost charges, connection charges, application fees, user fees or other rates, levies or charges payable under any bylaw of the City.
20. **Reference** – every reference to each party is deemed to include the heirs, executors, administrators, personal representatives, successors, assigns, servants, employees, agents, contractors, officers, licensees and invitees of such party, wherever the context so requires or allows.
21. **Enurement** – this agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
22. Any construction of a new improvement or alteration of an existing improvement as of this bylaw undertaken prior to the application for a Revitalization Tax Exemption will not be eligible for consideration
23. The maximum Revitalization Tax Exemption authorized under this Bylaw must not exceed the Revitalization Amount on the Property between:
  - a. the calendar year before the construction or alteration began, as outlined under Section 1 of this agreement; and
  - a. the calendar year in which the construction or alteration, as outlined under Section 1 of this agreement, is completed.
24. The Property's assessed value of improvements must not be reduced below the amount assessed in the calendar year prior to construction or alteration, as a result of the Revitalization Tax Exemption.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the day and year first above written.

Executed by the CITY OF KELOWNA by  
Its authorized signatories:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

Executed by 08322398C Ltd by its Authorized signatories:

\_\_\_\_\_  
Name: Lawrence Sie

\_\_\_\_\_  
Name:

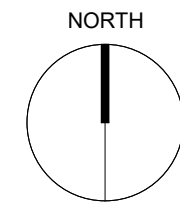
Appendix "A": Plans and Specifications

**SCHEDULE A**

This forms part of application

# DP20-0055  
DVP20-0056

Planner Initials **AF**



ALL CONTRACTORS ARE REQUIRED TO PERFORM THEIR WORK AND SUPPLY THEIR PRODUCTS IN COMPLIANCE WITH ALL BUILDING CODES AND LAWS OF THE PROVINCE OF BRITISH COLUMBIA

This drawing is an instrument of service and the property of New Town Services. The use of this drawing shall be restricted to the original site for which it was prepared and publication thereof is expressly limited to such use.

This drawing must not be scaled

Verify all dimensions and datums prior to commencement of work.

Report all errors and omissions to the Architect.

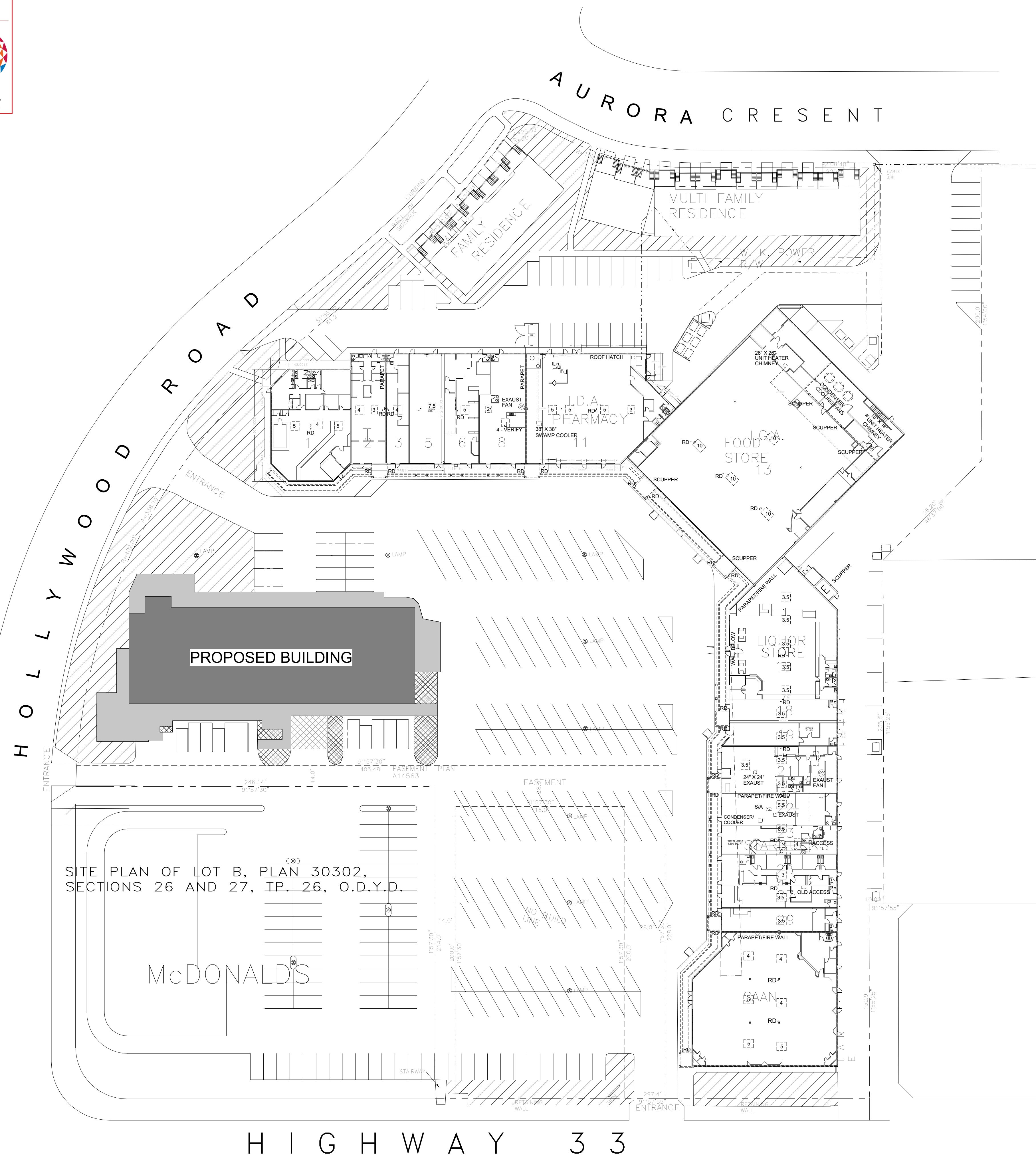


**NEW TOWN**  
ARCHITECTURE  
URBAN PLANNING  
CIVIL ENGINEERING  
www.newtownservices.ca



Revisions

No.	DATE	DESCRIPTION
1	DEC 18, 2020	ISSUED FOR DP R2
2	FEB 25, 2021	ISSUED FOR REVIEW
3	MARCH, 8, 2021	ISSUED FOR REVIEW
4	APRIL 1, 2021	ISSUED FOR DP
5	APRIL 16, 2021	RE-ISSUED FOR DP



SITE PLAN OF LOT B, PLAN 30302,  
SECTIONS 26 AND 27, T.P. 26, O.D.Y.D.

**NOT FOR CONSTRUCTION**

project title  
**WILLOW PARK**

project address  
**590 Highway 33 W,  
Kelowna, BC**

project no. **4089**

drawing title  
**CONTEXT PLAN**

designed **RY** scale **1 : 450**

drawn **JR**

checked **RY**

drawing no. **A200**

plotted **4/16/21 11:24:30 AM**

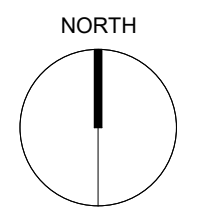
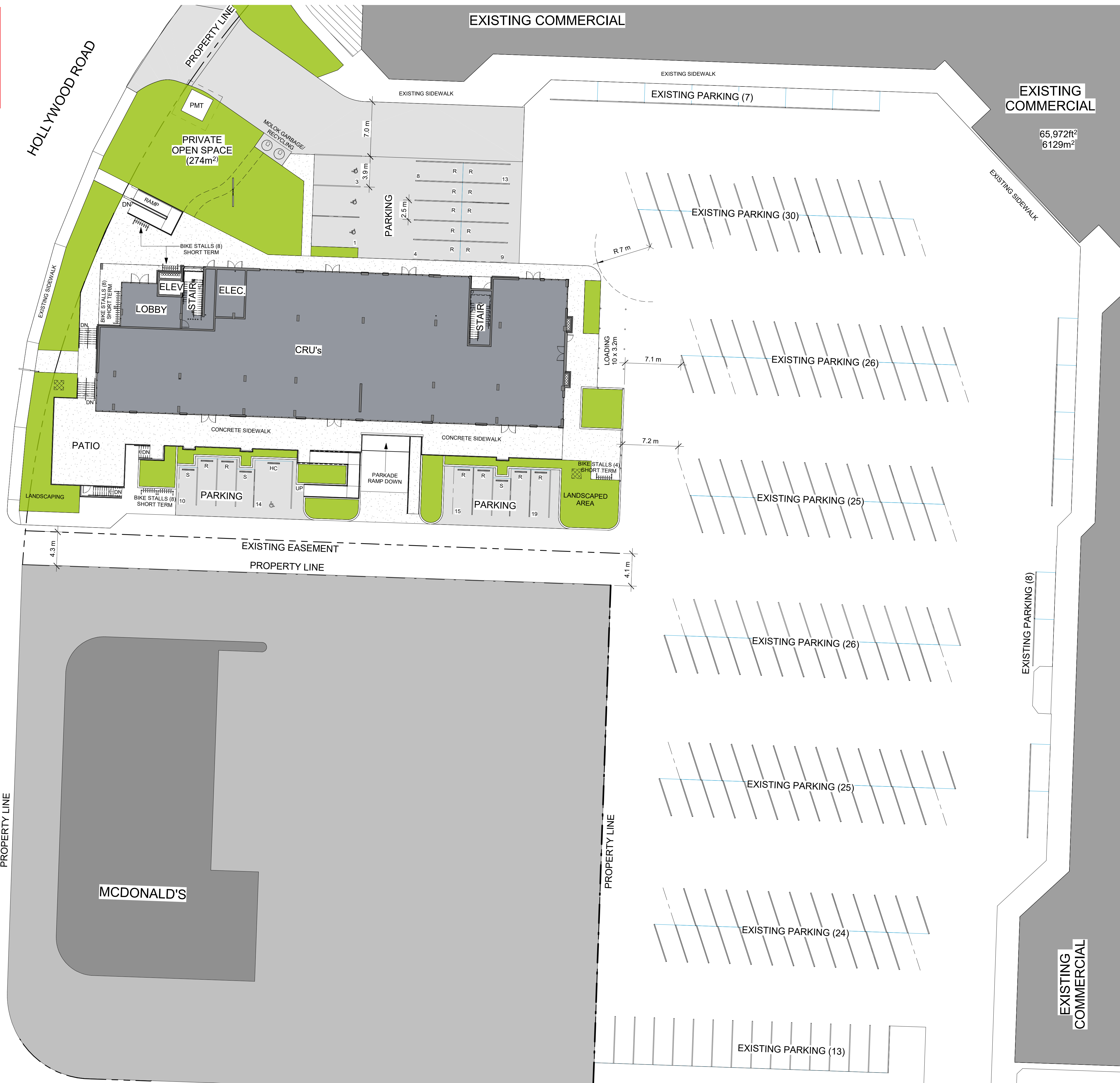
**SCHEDULE A**

This forms part of application  
 # DP20-0055  
 DVP20-0056

Planner Initials **AF**



City of Kelowna  
COMMUNITY PLANNING



ALL CONTRACTORS ARE REQUIRED TO PERFORM THEIR WORK AND SUPPLY THEIR PRODUCTS IN COMPLIANCE WITH ALL BUILDING CODES AND LAWS OF THE PROVINCE OF BRITISH COLUMBIA

This drawing is an instrument of service and the property of New Town Services. The use of this drawing shall be restricted to the original site for which it was prepared and publication thereof is expressly limited to such use.

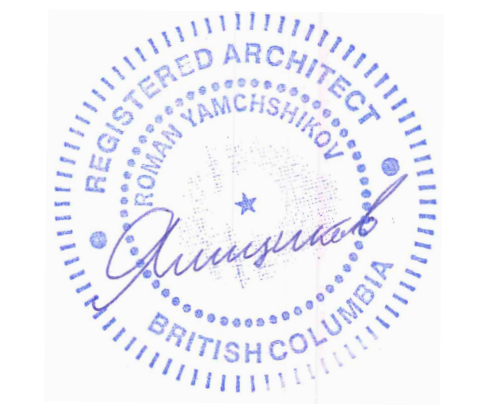
This drawing must not be scaled.

Verify all dimensions and datums prior to commencement of work.

Report all errors and omissions to the Architect.



**NEW TOWN**  
ARCHITECTURE  
URBAN PLANNING  
CIVIL ENGINEERING  
www.newtownservices.ca



Revisions

No.	DATE	DESCRIPTION
1	DEC 18, 2020	ISSUED FOR DP R2
2	FEB 25, 2021	ISSUED FOR REVIEW
3	MARCH, 8, 2021	ISSUED FOR REVIEW
4	APRIL 1, 2021	ISSUED FOR DP
5	APRIL 16, 2021	RE-ISSUED FOR DP

**NOT FOR CONSTRUCTION**

project title  
**WILLOW PARK**

project address  
590 Highway 33 W,  
Kelowna, BC

project no. **4089**

drawing title  
**SITE PLAN**

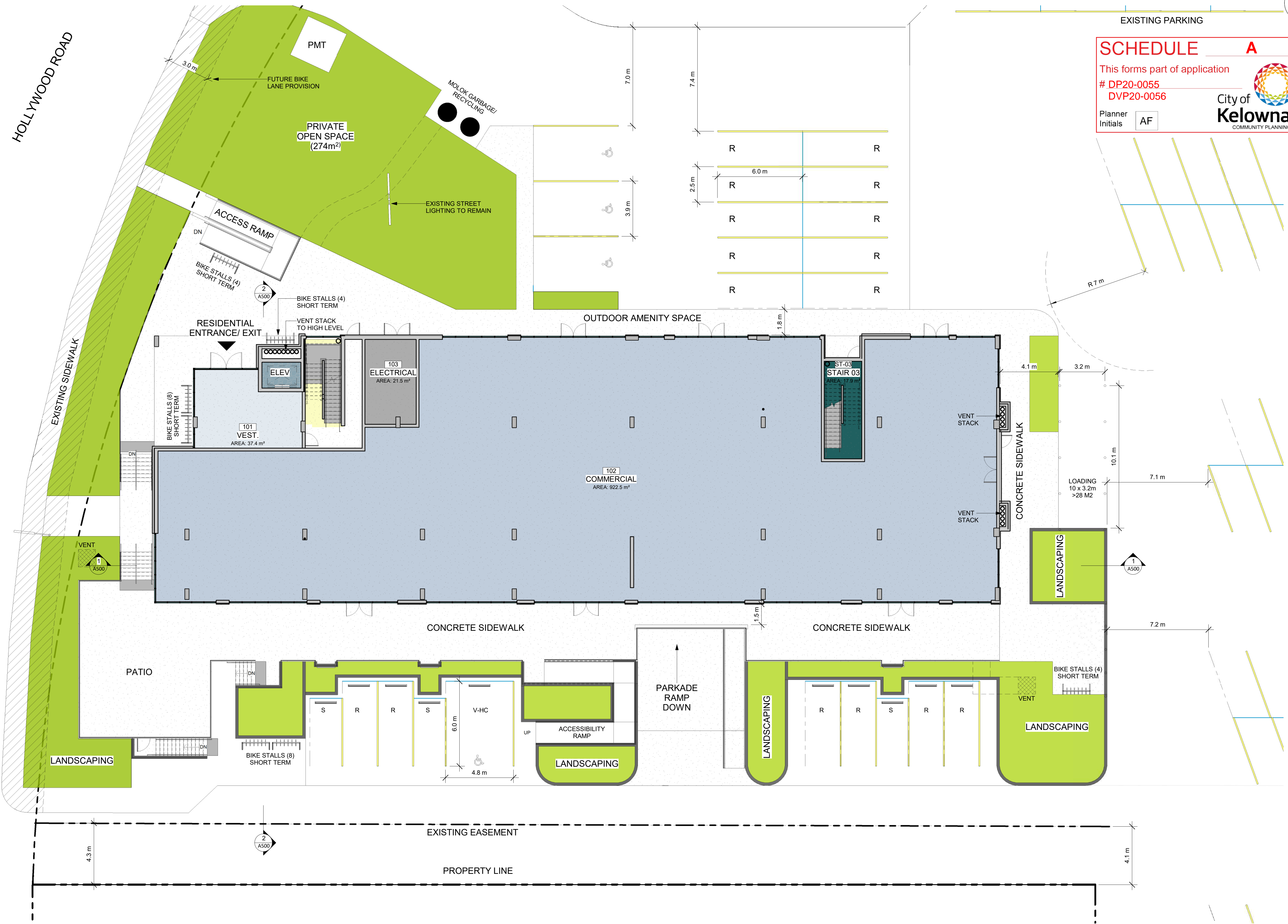
designed **RY** scale 1" = 20'-0"

drawn **DR / JR**

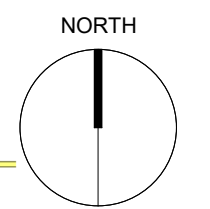
checked **RY**

drawing no. **A201**

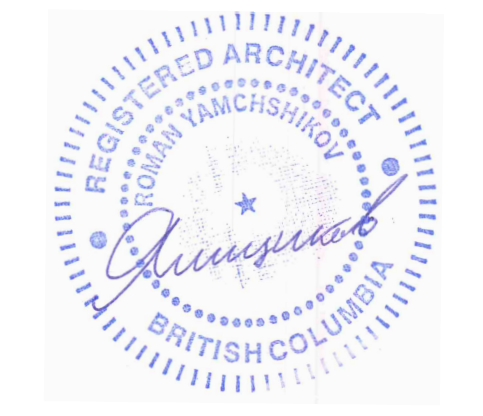
plotted 4/16/21 11:24:32 AM



**SCHEDULE A**  
 This forms part of application  
 # DP20-0055  
 DVP20-0056  
 City of Kelowna  
 COMMUNITY PLANNING  
 Planner Initials AF



ALL CONTRACTORS ARE REQUIRED TO PERFORM THEIR WORK AND SUPPLY THEIR PRODUCTS IN COMPLIANCE WITH ALL BUILDING CODES AND LAWS OF THE PROVINCE OF BRITISH COLUMBIA  
 This drawing is an instrument of service and the property of New Town Services. The use of this drawing shall be restricted to the original site for which it was prepared and publication thereof is expressly limited to such use.  
 This drawing must not be scaled.  
 Verify all dimensions and datums prior to commencement of work.  
 Report all errors and omissions to the Architect.



Revisions

No.	DATE	DESCRIPTION
1	DEC 18, 2020	ISSUED FOR DP R2
2	FEB 25, 2021	ISSUED FOR REVIEW
3	MARCH, 8, 2021	ISSUED FOR REVIEW
4	APRIL 1, 2021	ISSUED FOR DP
5	APRIL 16, 2021	RE-ISSUED FOR DP

**NOT FOR CONSTRUCTION**

project title  
**WILLOW PARK**

project address  
 590 Highway 33 W,  
 Kelowna, BC

project no. **4089**

drawing title  
**COMMERCIAL FLOOR PLAN**

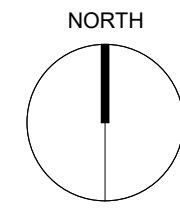
designed RY scale 1:125  
 drawn DR / JR  
 checked RY  
 drawing no. **A301**  
 plotted 4/16/21 11:24:36 AM

**SCHEDULE A**

This forms part of application

# DP20-0055  
DVP20-0056

Planner Initials **AF**



ALL CONTRACTORS ARE REQUIRED TO PERFORM THEIR WORK AND SUPPLY THEIR PRODUCTS IN COMPLIANCE WITH ALL BUILDING CODES AND LAWS OF THE PROVINCE OF BRITISH COLUMBIA

This drawing is an instrument of service and the property of New Town Services. The use of this drawing shall be restricted to the original site for which it was prepared and publication thereof is expressly limited to such use.

This drawing must not be scaled

Verify all dimensions and datums prior to commencement of work.

Report all errors and omissions to the Architect.



**NEW TOWN**  
ARCHITECTURE  
URBAN PLANNING  
CIVIL ENGINEERING  
www.newtownservices.ca

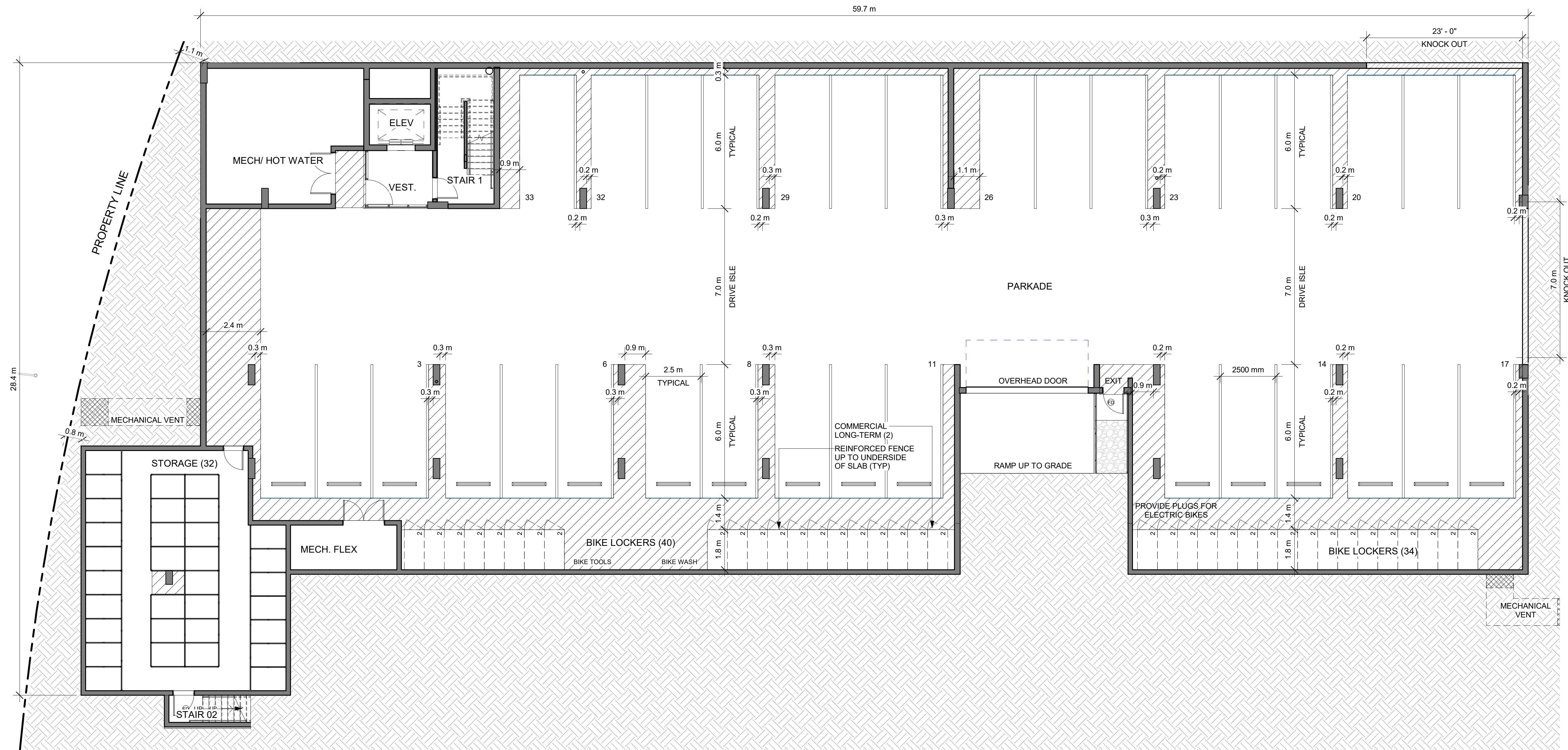
Seal



Revisions

No.	DATE	DESCRIPTION
1	DEC 18, 2020	ISSUED FOR DP R2
2	FEB 25, 2021	ISSUED FOR REVIEW
3	MARCH, 8, 2021	ISSUED FOR REVIEW
4	APRIL 1, 2021	ISSUED FOR DP
5	APRIL 16, 2021	RE-ISSUED FOR DP

**NOT FOR CONSTRUCTION**



project title  
**WILLOW PARK**

project address  
590 Highway 33 W,  
Kelowna, BC

project no. **4089**

drawing title  
**PARKADE  
FLOOR PLAN**

designed **RY** scale **1 : 100**

drawn **DR / JR**

checked **RY**

drawing no. **A300**

plotted 4/16/21 11:24:33 AM

**SCHEDULE A**

This forms part of application

# DP20-0055  
DVP20-0056

Planner Initials **AF**



ALL CONTRACTORS ARE REQUIRED TO PERFORM THEIR WORK AND SUPPLY THEIR PRODUCTS IN COMPLIANCE WITH ALL BUILDING CODES AND LAWS OF THE PROVINCE OF BRITISH COLUMBIA

This drawing is an instrument of service and the property of New Town Services. The use of this drawing shall be restricted to the original site for which it was prepared and publication thereof is expressly limited to such use.

This drawing must not be scaled

Verify all dimensions and datums prior to commencement of work.

Report all errors and omissions to the Architect.



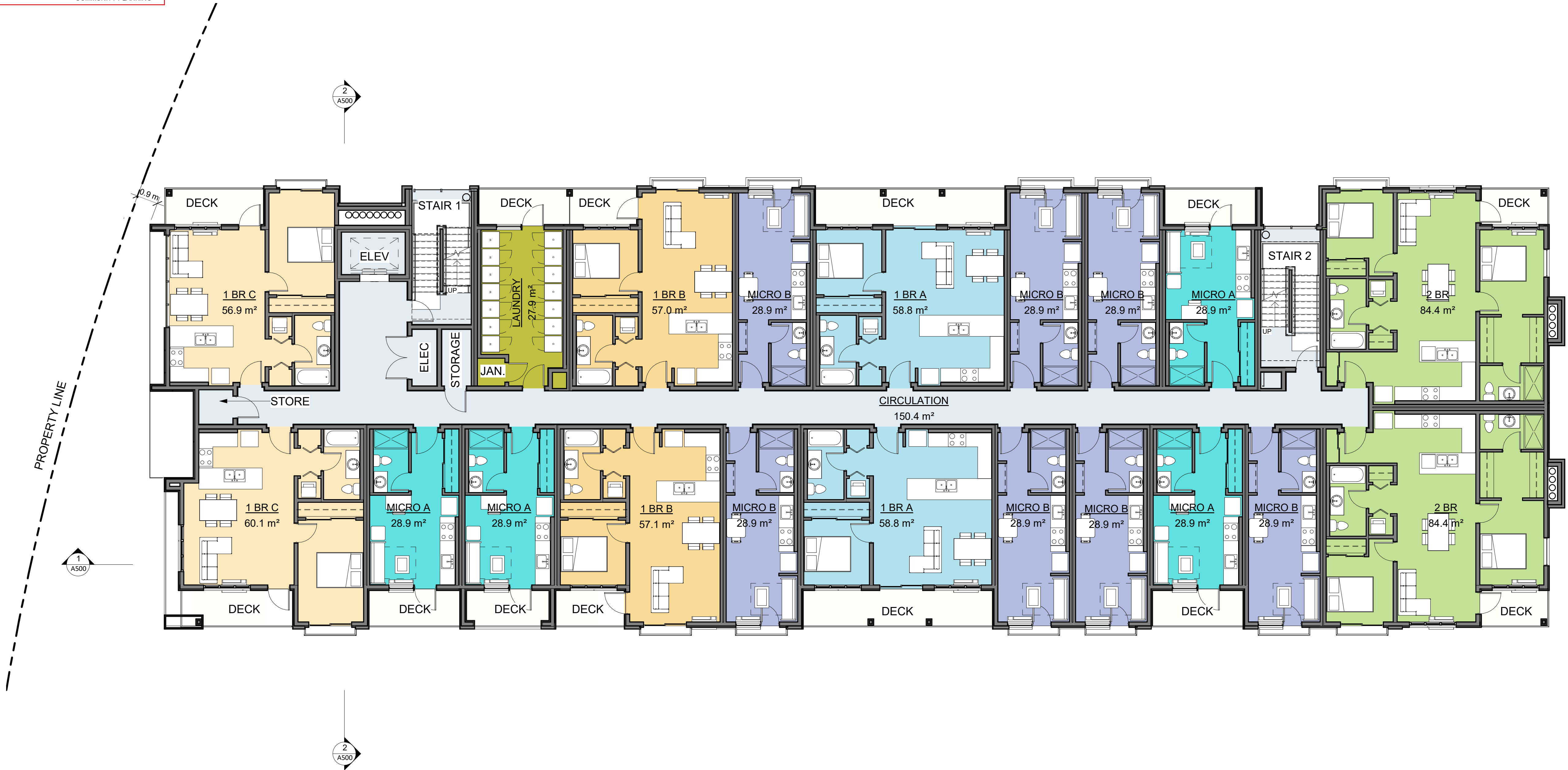
**NEW TOWN**  
ARCHITECTURE  
URBAN PLANNING  
CIVIL ENGINEERING  
www.newtownservices.ca

Seal



Revisions

No.	DATE	DESCRIPTION
1	DEC 18, 2020	ISSUED FOR DP R2
2	FEB 25, 2021	ISSUED FOR REVIEW
3	MARCH, 8, 2021	ISSUED FOR REVIEW
4	APRIL 1, 2021	ISSUED FOR DP
5	APRIL 16, 2021	RE-ISSUED FOR DP



PROPERTY LINE

**NOT FOR CONSTRUCTION**

project title  
**WILLOW PARK**

project address  
590 Highway 33 W,  
Kelowna, BC

project no. **4089**

drawing title  
**LEVEL 2 FLOOR PLAN**

designed **RY** scale **1 : 100**

drawn **DR / JR**

checked **RY**

drawing no. **A302**

plotted 4/16/21 11:24:43 AM



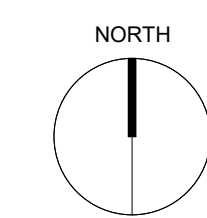
**SCHEDULE A**

This forms part of application  
 # DP20-0055  
 DVP20-0056

Planner Initials **AF**



City of Kelowna  
COMMUNITY PLANNING



ALL CONTRACTORS ARE REQUIRED TO PERFORM THEIR WORK AND SUPPLY THEIR PRODUCTS IN COMPLIANCE WITH ALL BUILDING CODES AND LAWS OF THE PROVINCE OF BRITISH COLUMBIA

This drawing is an instrument of service and the property of New Town Services. The use of this drawing shall be restricted to the original site for which it was prepared and publication thereof is expressly limited to such use.

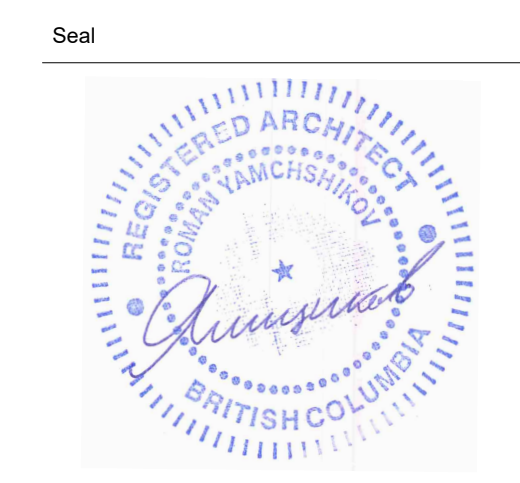
This drawing must not be scaled

Verify all dimensions and datums prior to commencement of work.

Report all errors and omissions to the Architect.

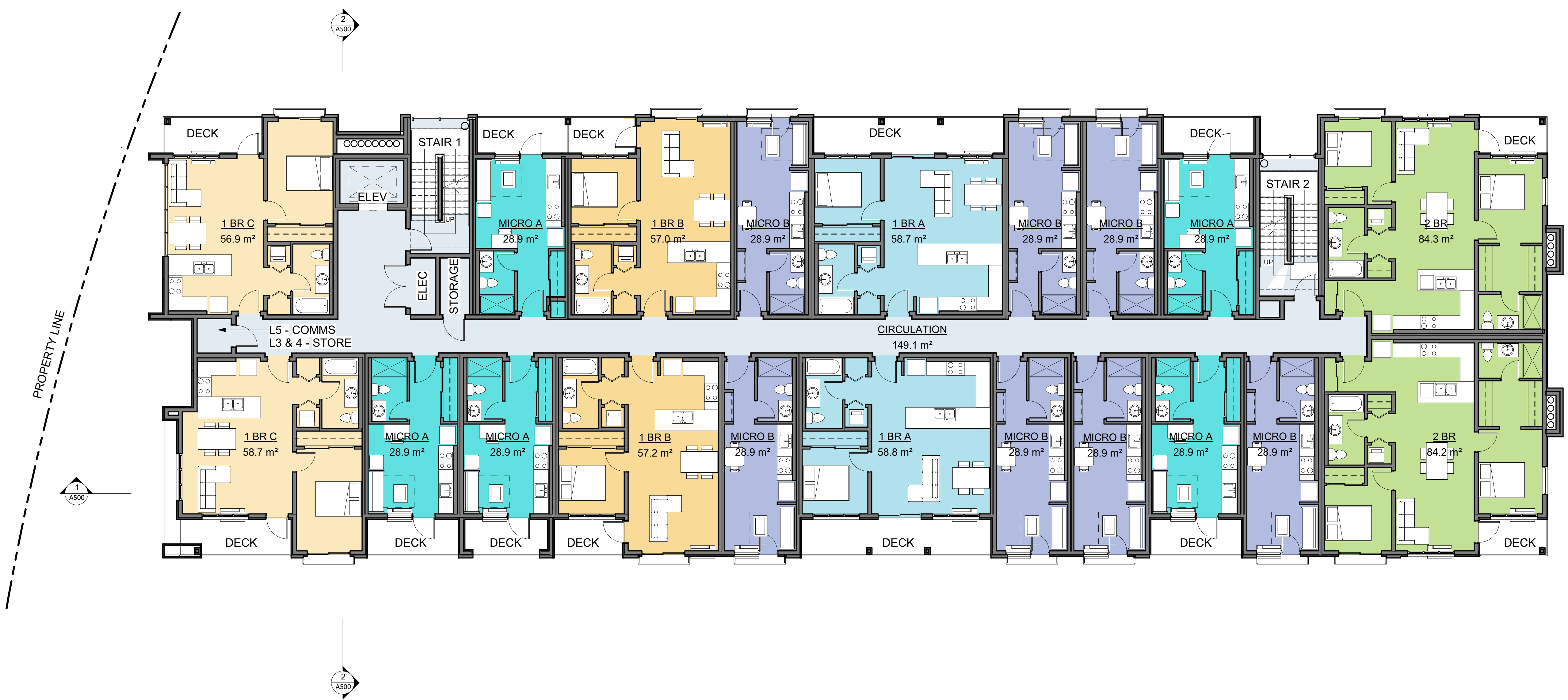


**NEW TOWN**  
ARCHITECTURE  
URBAN PLANNING  
CIVIL ENGINEERING  
www.newtownservices.ca



Revisions

No.	DATE	DESCRIPTION
1	DEC 18, 2020	ISSUED FOR DP R2
2	FEB 25, 2021	ISSUED FOR REVIEW
3	MARCH, 8, 2021	ISSUED FOR REVIEW
4	APRIL 1, 2021	ISSUED FOR DP
5	APRIL 16, 2021	RE-ISSUED FOR DP



**NOT FOR CONSTRUCTION**

project title  
**WILLOW PARK**

project address  
590 Highway 33 W,  
Kelowna, BC

project no. **4089**

drawing title  
**LEVELS 3, 4 & 5 FLOOR PLANS**

designed **RY** scale **1 : 100**

drawn **DR / JR**

checked **RY**

drawing no. **A303**

plotted 4/16/21 11:24:49 AM

**SCHEDULE A**

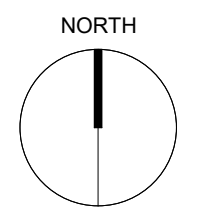
This forms part of application

# DP20-0055  
DVP20-0056

Planner Initials **AF**



City of Kelowna  
COMMUNITY PLANNING



ALL CONTRACTORS ARE REQUIRED TO PERFORM THEIR WORK AND SUPPLY THEIR PRODUCTS IN COMPLIANCE WITH ALL BUILDING CODES AND LAWS OF THE PROVINCE OF BRITISH COLUMBIA

This drawing is an instrument of service and the property of New Town Services. The use of this drawing shall be restricted to the original site for which it was prepared and publication thereof is expressly limited to such use.

This drawing must not be scaled

Verify all dimensions and datums prior to commencement of work.

Report all errors and omissions to the Architect.



**NEW TOWN**  
ARCHITECTURE  
URBAN PLANNING  
CIVIL ENGINEERING  
www.newtownservices.ca



Revisions

No.	DATE	DESCRIPTION
1	DEC 18, 2020	ISSUED FOR DP R2
2	FEB 25, 2021	ISSUED FOR REVIEW
3	MARCH, 8, 2021	ISSUED FOR REVIEW
4	APRIL 1, 2021	ISSUED FOR DP
5	APRIL 16, 2021	RE-ISSUED FOR DP



**NOT FOR CONSTRUCTION**

project title  
**WILLOW PARK**

project address  
590 Highway 33 W,  
Kelowna, BC

project no. **4089**

drawing title  
**LEVEL 6 FLOOR PLAN**

designed **RY** scale 1 : 100  
drawn **DR / JR**  
checked **RY**  
drawing no. **A304**  
plotted 4/16/21 11:24:55 AM

**SCHEDULE A**

This forms part of application

# DP20-0055  
DVP20-0056

Planner Initials **AF**



City of Kelowna  
COMMUNITY PLANNING

ALL CONTRACTORS ARE REQUIRED TO PERFORM THEIR WORK AND SUPPLY THEIR PRODUCTS IN COMPLIANCE WITH ALL BUILDING CODES AND LAWS OF THE PROVINCE OF BRITISH COLUMBIA

This drawing is an instrument of service and the property of New Town Services. The use of this drawing shall be restricted to the original site for which it was prepared and publication thereof is expressly limited to such use.

This drawing must not be scaled

Verify all dimensions and datums prior to commencement of work.

Report all errors and omissions to the Architect.



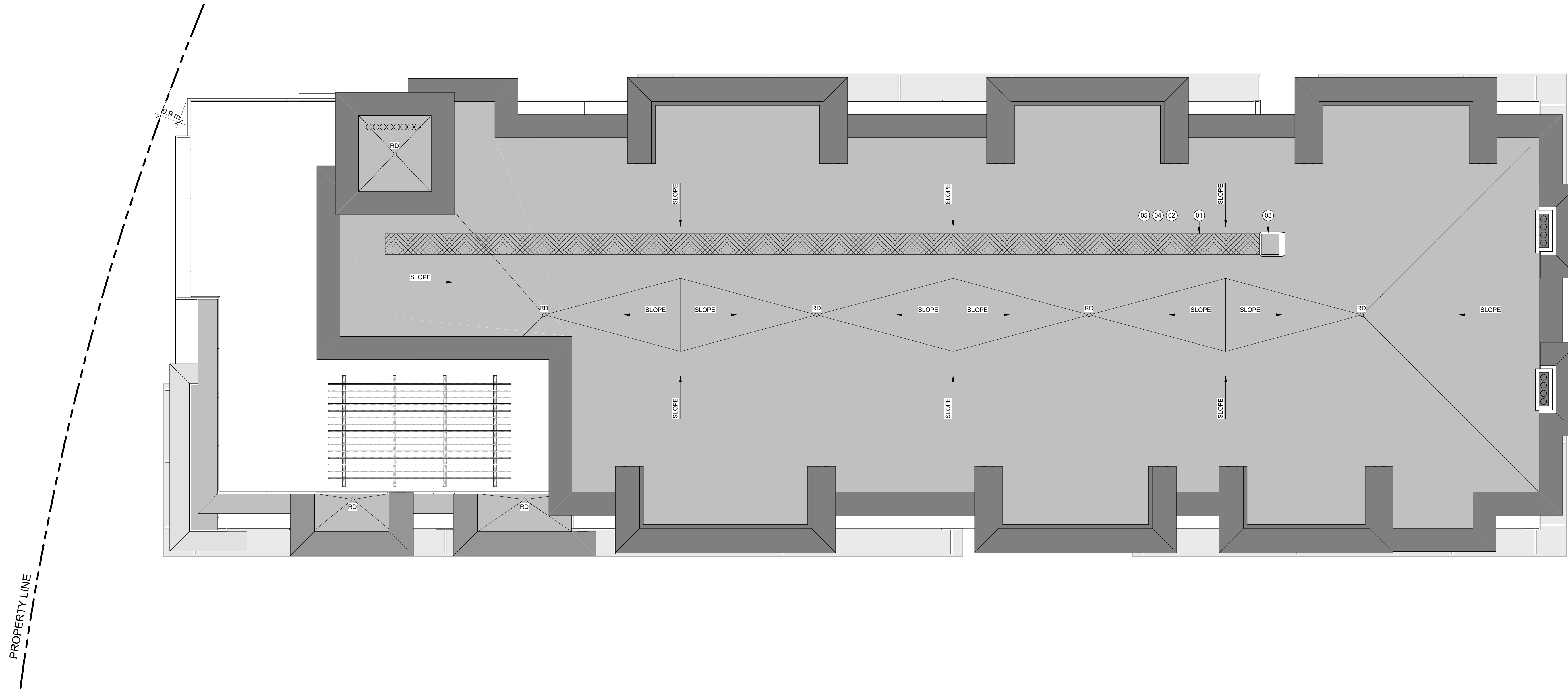
**NEW TOWN**  
ARCHITECTURE  
URBAN PLANNING  
CIVIL ENGINEERING  
www.newtownservices.ca

Seal



Revisions

No.	DATE	DESCRIPTION
1	DEC 18, 2020	ISSUED FOR DP R2
2	FEB 25, 2021	ISSUED FOR REVIEW
3	MARCH, 8, 2021	ISSUED FOR REVIEW
4	APRIL 1, 2021	ISSUED FOR DP
5	APRIL 16, 2021	RE-ISSUED FOR DP



**NOT FOR CONSTRUCTION**

project title  
**WILLOW PARK**

project address  
**590 Highway 33 W,  
Kelowna, BC**

project no. **4089**

file no. © NewTownServices/4089 Willow Park - Cover\_Sheet.dwg

drawing title  
**ROOF PLAN**

designed **RY** scale **1/8" = 1'-0"**

drawn **DR / JR**

checked **RY**

drawing no. **A305**

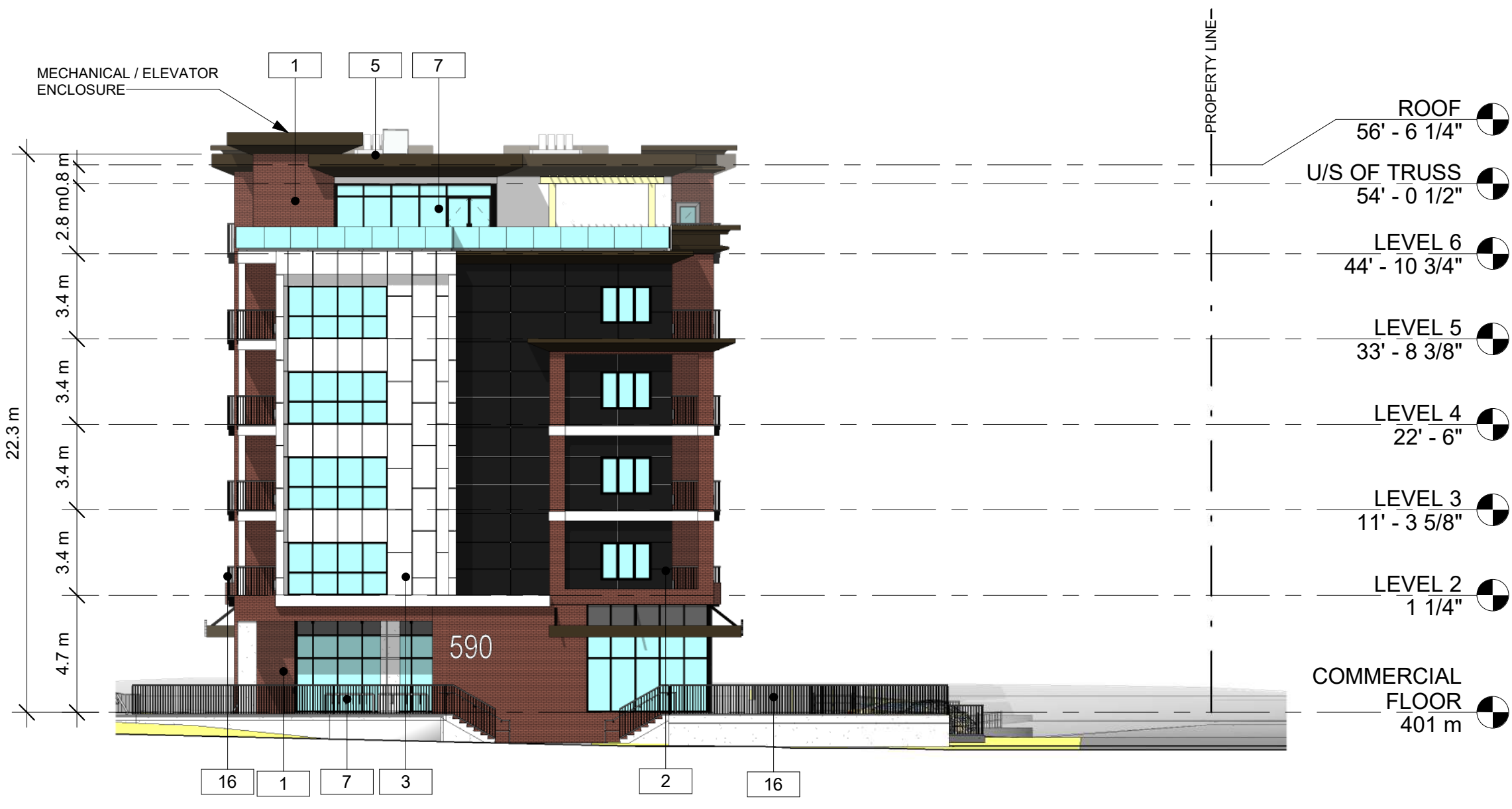
plotted **4/16/21 11:24:56 AM**



1 NORTH ELEVATION  
A3.01/ 1:200



2 SOUTH ELEVATION  
A3.01/ 1:200



3 WEST ELEVATION  
A3.00/ 1:200



4 EAST ELEVATION  
A3.01/ 1:200

**SCHEDULE B**  
This forms part of application  
# DP20-0055  
DVP20-0056  
Planner Initials AF  
City of Kelowna  
COMMUNITY PLANNING

**MATERIAL KEYNOTE LEGEND**

1. THIN BRICK VENEER
2. CEMENTITIOUS PANEL - DARK COFFEE
3. CEMENTITIOUS PANEL - LIGHT BLUE
4. CEMENTITIOUS BANDS - WHITE
5. ROOF CORNICE #1 - ACRYLIC PAINT - BROWN
6. ROOF CORNICE #2 - ACRYLIC PAINT - BROWN
7. STOREFRONT GLAZING W/ SPANREL PANELS
8. ALUMINUM FRAMED GLAZED DOORS
9. ALUMINUM SLIDING PATIO DOOR- BLACK FRAME
10. WINDOWS- CLEAR VISION GLASS W/ BLACK FRAME
11. PAINTED METAL EXTERIOR DOORS
12. ARCHITECTURAL CONCRETE
13. FEATURE CANOPY
14. VENT STACKS
15. BIKE RACK
16. ALUMINUM PICKET RAILING

ALL CONTRACTORS ARE REQUIRED TO PERFORM THEIR WORK AND SUPPLY THEIR PRODUCTS IN COMPLIANCE WITH ALL BUILDING CODES AND LAWS OF THE PROVINCE OF BRITISH COLUMBIA

This drawing is an instrument of service and the property of New Town Services. The use of this drawing shall be restricted to the original site for which it was prepared and publication thereof is expressly limited to such use.

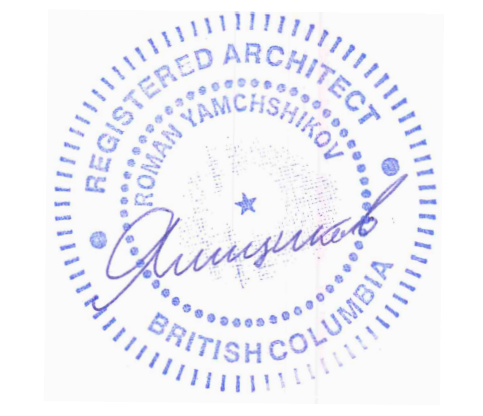
This drawing must not be scaled. Verify all dimensions and datums prior to commencement of work.

Report all errors and omissions to the Architect.



**NEW TOWN**  
ARCHITECTURE  
URBAN PLANNING  
CIVIL ENGINEERING  
www.newtownservices.ca

Seal



Revisions

No.	DATE	DESCRIPTION
1	DEC 18, 2020	ISSUED FOR DP R2
2	FEB 25, 2021	ISSUED FOR REVIEW
3	MARCH, 8, 2021	ISSUED FOR REVIEW
4	APRIL 1, 2021	ISSUED FOR DP
5	APRIL 16, 2021	RE-ISSUED FOR DP

NOT FOR CONSTRUCTION

project title  
**WILLOW PARK**

project address  
590 Highway 33 W,  
Kelowna, BC

project no. **4089**

drawing title  
**EXTERIOR ELEVATIONS**

designed RY scale As indicated

drawn DR / JR

checked RY

drawing no. **A401**

plotted 4/16/21 11:25:08 AM

ALL CONTRACTORS ARE REQUIRED TO PERFORM THEIR WORK AND SUPPLY THEIR PRODUCTS IN COMPLIANCE WITH ALL BUILDING CODES AND LAWS OF THE PROVINCE OF BRITISH COLUMBIA

This drawing is an instrument of service and the property of New Town Services. The use of this drawing shall be restricted to the original site for which it was prepared and publication thereof is expressly limited to such use.

This drawing must not be scaled

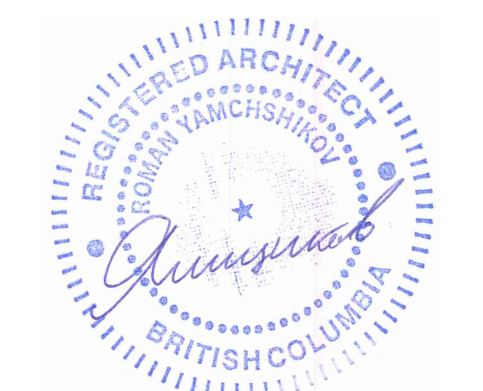
Verify all dimensions and datums prior to commencement of work.

Report all errors and omissions to the Architect.



**NEW TOWN**  
ARCHITECTURE  
URBAN PLANNING  
CIVIL ENGINEERING  
www.newtownservices.ca

Seal



Revisions

No.	DATE	DESCRIPTION
1	DEC 18, 2020	ISSUED FOR DP R2
2	FEB 25, 2021	ISSUED FOR REVIEW
3	MARCH, 8, 2021	ISSUED FOR REVIEW
4	APRIL 1, 2021	ISSUED FOR DP

CEMENTITIOUS PANEL - COFFEE (#2)



SAMPLE  
(FOR COLOR PURPOSES ONLY)

THIN BRICK VENEER PANEL - (#1)



SAMPLE  
(FOR COLOR PURPOSES ONLY)

CEMENTITIOUS PANEL - LIGHT BLUE (#3)



SAMPLE  
(FOR COLOR PURPOSES ONLY)

ARCHITECTURAL CONCRETE (#16)



SAMPLE  
(FOR COLOR PURPOSES ONLY)

ALUMINUM PICKET RAILING - BLACK (#11)



SAMPLE  
(FOR COLOR PURPOSES ONLY)

STOREFRONT GLAZING (#6)



**SCHEDULE B**

This forms part of application  
# DP20-0055  
DVP20-0056

Planner Initials **AF**

City of Kelowna  
COMMUNITY PLANNING

**NOT FOR CONSTRUCTION**

project title  
**WILLOW PARK**

project address  
**590 Highway 33 W,  
Kelowna, BC**

project no. **4089**

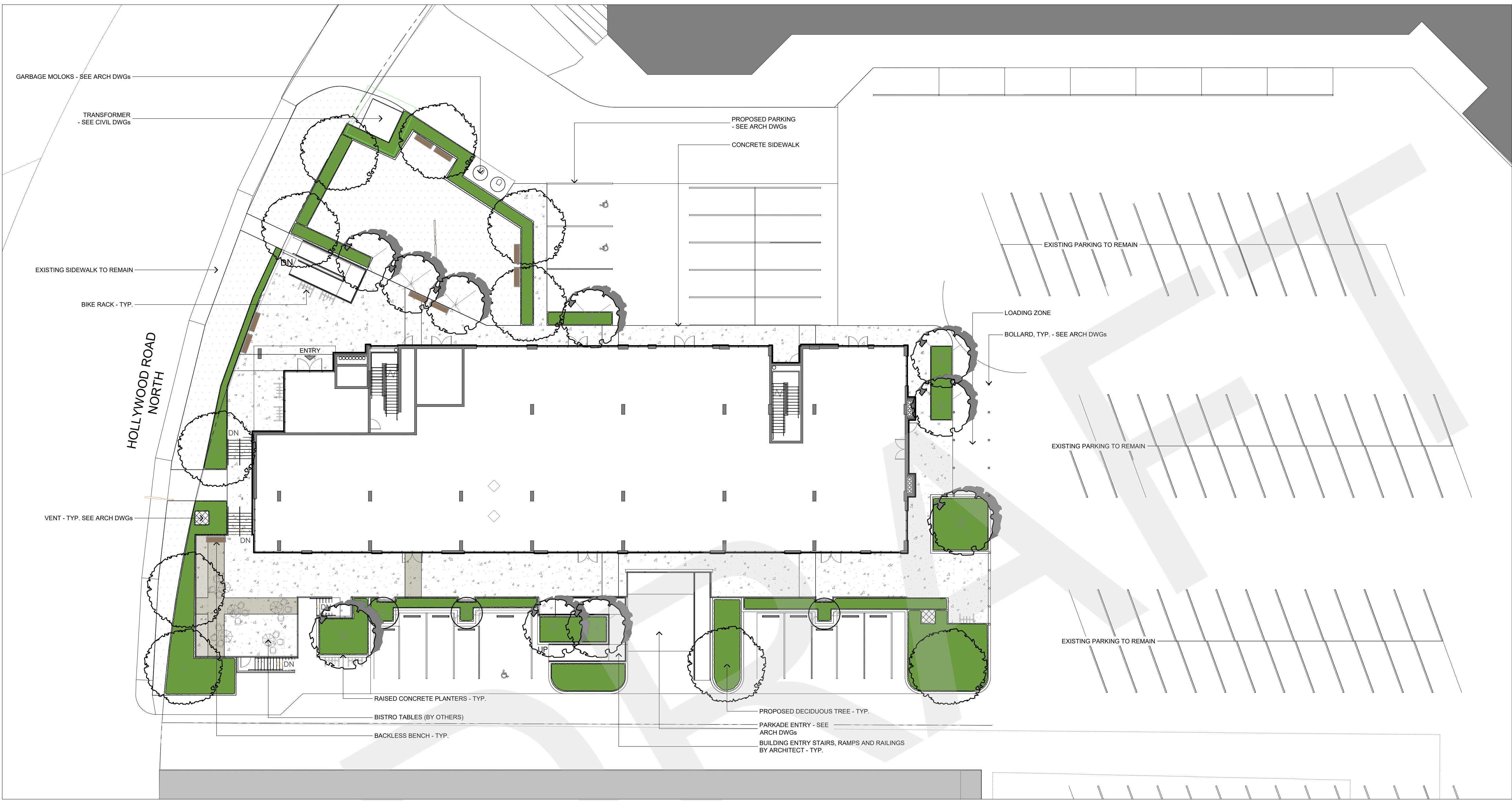
drawing title  
**MATERIALS**

designed Designer  
drawn Author  
checked Checker  
drawing no.

**A400**

plotted 4/01/21 2:38:21 PM

P:\2019\19M01-132-00 WILLOW PARK\3\_Tech\3\_CADD\3\_SHEETS\19M01-132-00 WILLOW PARK DP.DWG



**LANDSCAPE PLAN LEGEND:**

- PROPERTY LINE
- ▲ BUILDING ENTRY
- BOLLARD
- ▨ CONCRETE BANDING
- ▩ CONCRETE PAVING
- ▭ BIKE RACK
- ▬ DECORATIVE BENCH

**PLANTING LEGEND:**

- LAWN
- ORNAMENTAL PLANTING
- PROPOSED TREE

**SCHEDULE C**

This forms part of application  
 # DP20-0055  
 DVP20-0056

Planner Initials AF

City of Kelowna  
 COMMUNITY PLANNING

- PLANTING LEGEND:**
1. PLANT MATERIALS AND CONSTRUCTION METHODS SHALL CONFORM TO MINIMUM STANDARDS ESTABLISHED IN THE CANADIAN LANDSCAPE STANDARD (CURRENT EDITION).
  2. THE LANDSCAPE DESIGN DESIGNATED HEREIN IS CONCEPTUAL BUT REFLECTS THE MINIMUM ACCEPTABLE QUALITY AND SIZE.
  3. PLANT MATERIAL SELECTIONS ARE CONCEPTUAL ONLY. FINAL PLANTING SELECTIONS MAY VARY DEPENDING UPON AVAILABILITY.
  4. ALL PLANTING BEDS SHALL HAVE APPROVED MULCH.
  5. ALL LANDSCAPE AREAS TO BE IRRIGATED WITH AN EFFICIENT AUTOMATIC IRRIGATION SYSTEM.
  6. THIS DRAWING DEPICTS FORM AND CHARACTER AND IS TO BE USED FOR DEVELOPMENT PERMIT SUBMISSION ONLY. IT IS NOT INTENDED FOR USE AS A CONSTRUCTION DOCUMENT.

**REPRESENTATIVE PLANT LIST**

BOTANICAL NAME	COMMON NAME	SIZE	ROOT	Mature Plant Size (Ht.xWd.)
<b>TREES</b>				
<i>Acer ginnala</i>	Amur Maple	2.5m hgt.	B&B	4.5m x 3.0m
<i>Acer griseum</i>	Paperbark Maple	6cm Cal	B&B	7.5m x 7.5m
<i>Betula platyphylla 'Jefpark' PP 25468</i>	Parkland Pillar Birch	4cm Cal	B&B	9.0m x 2.4m
<i>Cercis canadensis 'Forest Pansy'</i>	Forest Pansy Redbud	4cm Cal	B&B	6.0m x 7.5m
<i>Picea pungens 'Bakeri'</i>	Bakeri Spruce	3.0m hgt.	B&B	6.0m x 4.5m
<i>Platanus x acerifolia 'Blood Gold'</i>	Bloodgood London Plane	6cm Cal.	B&B	20.0m x 12.0m
<b>SHRUBS</b>				
<i>Aronia melanocarpa 'Lowscape Mound'</i>	Chokeberry	#02	Potted	0.5m x 0.6m
<i>Cornus alba 'Bailhalo'</i>	Ivory Halo Dogwood	#01	Potted	1.50m x 1.50m
<i>Ilex x meserveae 'Blue Girl'</i>	Blue Girl Holly	#01	Potted	2.0m x 1.5m
<i>Juniperus x pfitzeriana 'Sea Green'</i>	Chinese Juniper 'Sea Green'	#05	Potted	1.5m x 2.0m
<i>Picea pungens 'Glauca Globosa'</i>	Colorado Spruce	#05	Potted	1.5m x 1.8m
<i>Pinus mugo 'Slowmound'</i>	Slowmound Mugo Pine	#03	Potted	0.9m x 1.25m
<i>Potentilla 'Mango Tango'</i>	Mango Tango Potentilla	#02	Potted	0.7m x 0.6m
<i>Spiraea betulifolia 'Glow Girl'</i>	Glow Girl Birchleaf Spirea	#02	Potted	1.2m x 1.2m
<b>PERENNIALS / ORNAMENTAL GRASSES</b>				
<i>Achillea filipendulina 'Cloth of Gold'</i>	Cloth of Gold Yarrow	#01	Potted	1.0m x 0.75m
<i>Arctostaphylos uva-ursi</i>	Kinnickinick	#01	Potted	0.15m x 0.3m
<i>Calamagrostis x acutiflora 'Overdam'</i>	Variiegated Reed Grass	#01	Potted	1.25m x 0.75m
<i>Deschampsia cespitosa 'Bronzeschleier'</i>	Bronze Veil Tuffed Hair Grass	#01	Potted	0.7m x 0.8m
<i>Echinacea purpurea 'Magnus'</i>	Magnus Coneflower	#01	Potted	1.0m x 0.75m
<i>Iris sibirica 'Caesar's Brother'</i>	Siberian Iris	#02	Potted	1.0m x 0.6m
<i>Lavandula angustifolia 'Hidcote Superior'</i>	English Lavender	#01	Potted	0.5m x 0.5m
<i>Miscanthus sinensis 'Gracillimus'</i>	Maiden Grass	#05	Potted	1.5m x 0.9m
<i>Nepeta x fassenii 'Walker's Low'</i>	Walker's Low Catmint	#01	Potted	0.90m x 0.90m
<i>Perovskia atriplicifolia</i>	Russian Sage	#01	Potted	1.25m x 0.90m
<i>Rudbeckia fulgida 'Goldsturm'</i>	Goldsturm Coneflower	#01	Potted	0.75m x 0.6m

**1 LANDSCAPE PLAN**

LDP1 SCALE: 1:200

NORTH

0 1 2 3 4 5 10m SCALE 1:200

**PLANTING CHARACTER IMAGES**



**REVISIONS / ISSUED**

NO.	DATE	DESCRIPTION
3	MAR 03/31	RE-ISSUED FOR DP
2	DEC 09/20	RE-ISSUED FOR DP
1	NOV 01/19	ISSUED FOR DP

**WILLOW PARK**

ARGUS PROPERTIES Ltd.

ADDRESS  
 590 HIGHWAY 33 W, KELOWNA, BC

THIS DRAWING AND DESIGN IS COPYRIGHT PROTECTED WHICH SHALL NOT BE USED, REPRODUCED OR REVISED WITHOUT WRITTEN PERMISSION BY WSP CANADA GROUP LTD.

THE CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSIONS AND UTILITY LOCATIONS AND IMMEDIATELY REPORT ANY ERRORS OR OMISSIONS TO WSP CANADA GROUP LTD. (DO NOT SCALE DRAWINGS)

THIS DRAWING SUPERSEDES PREVIOUS ISSUES.

**wsp**

LANDSCAPE ARCHITECTURE | URBAN DESIGN | PLANNING | ENGINEERING  
 Suite 700, 1631 Dickson Avenue, Kelowna, BC V1Y 0B5 t:250.869.1334 www.wsp.com

DESIGN BY	TC	SHEET TITLE	
DRAWN BY	EB		<b>LANDSCAPE PLAN</b>
CHECKED BY	TC		
PROJECT #	19M-01332	SHEET NO.	
SCALE	1:200		<b>LDP 1</b>
			OF 4



- LANDSCAPE PLAN LEGEND:**
- BUILDING ENTRY
  - RAISED C.I.P. CONCRETE WALL PLANTER
  - HYDRAPRESSED CONCRETE SLABS
- PLANTING LEGEND:**
- ORNAMENTAL PLANTING
  - PROPOSED TREE

**SCHEDULE C**

This forms part of application  
 # DP20-0055  
 DVP20-0056

Planner Initials: AF

**REPRESENTATIVE PLANT LIST**

BOTANICAL NAME	COMMON NAME	SIZE	ROOT	Mature Plant Size (Ht.xWd.)
<b>TREES</b>				
<i>Acer ginnala</i>	Amur Maple	2.5m hgt.	B&B	4.5m x 3.0m
<i>Acer griseum</i>	Paperbark Maple	6cm Cal	B&B	7.5m x 7.5m
<i>Betula platyphylla 'Jefpark' PP 25468</i>	Parkland Pillar Birch	4cm Cal	B&B	9.0m x 2.4m
<i>Cercis canadensis 'Forest Pansy'</i>	Forest Pansy Redbud	4cm Cal	B&B	6.0m x 7.5m
<i>Picea pungens 'Bakeri'</i>	Bakeri Spruce	3.0m hgt.	B&B	6.0m x 4.5m
<i>Platanus x acerifolia 'Blood Gold'</i>	Bloodgood London Plane	6cm Cal.	B&B	20.0m x 12.0m
<b>SHRUBS</b>				
<i>Aronia melanocarpa 'Lowscape Mound'</i>	Chokeberry	#02	Potted	0.5m x 0.6m
<i>Cornus alba 'Bailhalo'</i>	Ivory Halo Dogwood	#01	Potted	1.50m x 1.50m
<i>Ilex x meserveae 'Blue Girl'</i>	Blue Girl Holly	#01	Potted	2.0m x 1.5m
<i>Juniperus x pfitzeriana 'Sea Green'</i>	Chinese Juniper 'Sea Green'	#05	Potted	1.5m x 2.0m
<i>Picea pungens 'Glauca Globosa'</i>	Colorado Spruce	#05	Potted	1.5m x 1.8m
<i>Pinus mugo 'Slowmound'</i>	Slowmound Mugo Pine	#03	Potted	0.9m x 1.25m
<i>Potentilla 'Mango Tango'</i>	Mango Tango Potentilla	#02	Potted	0.7m x 0.6m
<i>Spiraea betulifolia 'Glow Girl'</i>	Glow Girl Birchleaf Spirea	#02	Potted	1.2m x 1.2m
<b>PERENNIALS / ORNAMENTAL GRASSES</b>				
<i>Achillea filipendulina 'Cloth of Gold'</i>	Cloth of Gold Yarrow	#01	Potted	1.0m x 0.75m
<i>Arctostaphylos uva-ursi</i>	Kinnickinick	#01	Potted	0.15m x 0.3m
<i>Calamagrostis x acutiflora 'Overdam'</i>	Variegated Reed Grass	#01	Potted	1.25m x 0.75m
<i>Deschampsia cespitosa 'Bronzeschleier'</i>	Bronze Veil Tuffed Hair Grass	#01	Potted	0.7m x 0.8m
<i>Echinacea purpurea 'Magnus'</i>	Magnus Coneflower	#01	Potted	1.0m x 0.75m
<i>Iris sibirica 'Caesar's Brother'</i>	Siberian Iris	#02	Potted	1.0m x 0.6m
<i>Lavandula angustifolia 'Hidcote Superior'</i>	English Lavender	#01	Potted	0.5m x 0.5m
<i>Miscanthus sinensis 'Gracillimus'</i>	Maiden Grass	#05	Potted	1.5m x 0.9m
<i>Nepeta x fassenii 'Walker's Low'</i>	Walker's Low Catmint	#01	Potted	0.90m x 0.90m
<i>Perovskia atriplicifolia</i>	Russian Sage	#01	Potted	1.25m x 0.90m
<i>Rudbeckia fulgida 'Goldsturm'</i>	Goldsturm Coneflower	#01	Potted	0.75m x 0.6m

**1 ROOFTOP LANDSCAPE PLAN**

LDP2 SCALE: 1:100

NORTH

0 1 2 3 4 5m SCALE 1:100

**CHARACTER IMAGES**



**REVISIONS / ISSUED**

NO.	DATE	DESCRIPTION
3	MAR 03/31	RE-ISSUED FOR DP
2	DEC 09/20	RE-ISSUED FOR DP
1	NOV 01/19	ISSUED FOR DP

**WILLOW PARK**

ARGUS PROPERTIES Ltd.

ADDRESS  
 590 HIGHWAY 33 W, KELOWNA, BC

THIS DRAWING AND DESIGN IS COPYRIGHT PROTECTED WHICH SHALL NOT BE USED, REPRODUCED OR REVISED WITHOUT WRITTEN PERMISSION BY WSP CANADA GROUP LTD.

THE CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSIONS AND UTILITY LOCATIONS AND IMMEDIATELY REPORT ANY ERRORS OR OMISSIONS TO WSP CANADA GROUP LTD. (DO NOT SCALE DRAWINGS)

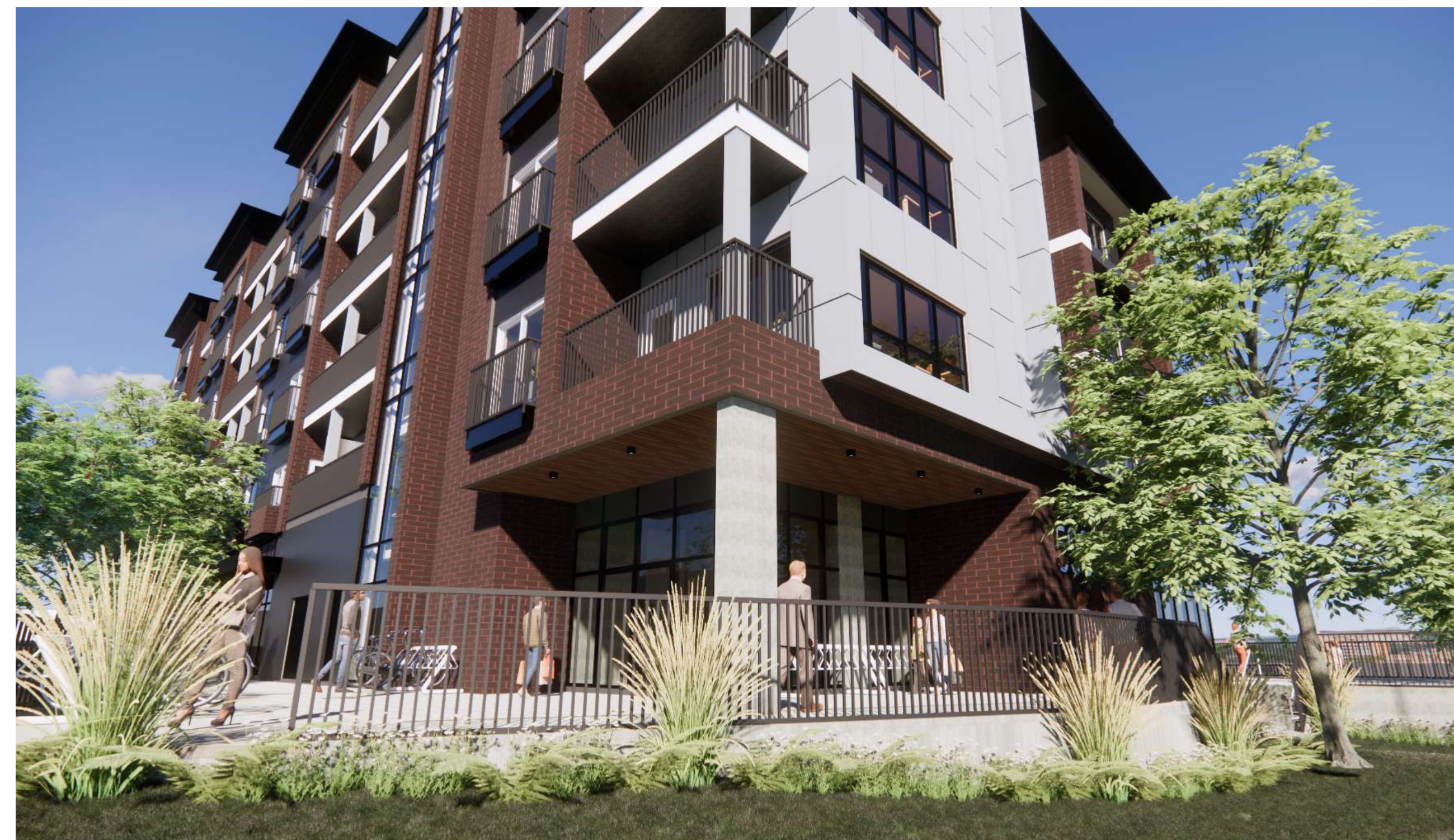
THIS DRAWING SUPERSEDES PREVIOUS ISSUES.

LANDSCAPE ARCHITECTURE | URBAN DESIGN | PLANNING | ENGINEERING  
 Suite 700, 1631 Dickson Avenue, Kelowna, BC V1Y 0B5 t:250.869.1334 www.wsp.com

DESIGN BY	TC	SHEET TITLE	
DRAWN BY	EB	<b>ROOFTOP LANDSCAPE PLAN</b>	
CHECKED BY	TC		
PROJECT #	19M-01332	SHEET NO.	
SCALE	1:100	<b>LDP 2</b>	OF 4



NORTH - WEST CORNER



NORTH ELEVATION, RESIDENTIAL ENTRY, CLOSE-UP



SOUTH ELEVATION



NORTH ELEVATION, PARK

ALL CONTRACTORS ARE REQUIRED TO PERFORM THEIR WORK AND SUPPLY THEIR PRODUCTS IN COMPLIANCE WITH ALL BUILDING CODES AND LAWS OF THE PROVINCE OF BRITISH COLUMBIA

This drawing is an instrument of service and the property of New Town Services. The use of this drawing shall be restricted to the original site for which it was prepared and publication thereof is expressly limited to such use.

This drawing must not be scaled.

Verify all dimensions and datums prior to commencement of work.

Report all errors and omissions to the Architect.



**NEW TOWN**  
 ARCHITECTURE  
 URBAN PLANNING  
 CIVIL ENGINEERING  
 www.newtownservices.ca

Seal



Revisions

No.	DATE	DESCRIPTION
1	DEC 18, 2020	ISSUED FOR DP R2
2	FEB 25, 2021	ISSUED FOR REVIEW
3	MARCH, 8, 2021	ISSUED FOR REVIEW
4	APRIL 1, 2021	ISSUED FOR DP
5	APRIL 16, 2021	RE-ISSUED FOR DP

**NOT FOR CONSTRUCTION**

project title  
**WILLOW PARK**

project address  
 590 Highway 33 W,  
 Kelowna, BC

project no. **4089**

file no. C:\Users\af\OneDrive\Documents\WILLOW - Core\A101.dwg

drawing title  
**RENDERINGS**

designed RY scale \_\_\_\_\_

drawn \_\_\_\_\_ JR

checked \_\_\_\_\_ RY

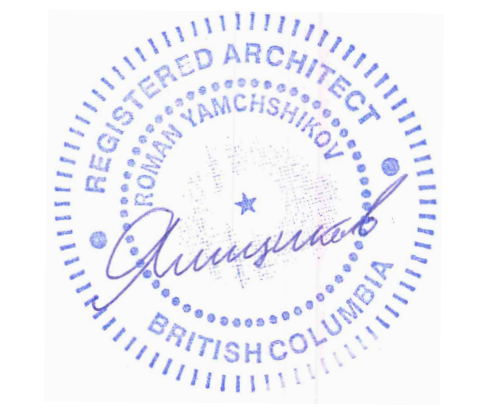
drawing no. **A101**

plotted 4/16/21 11:24:28 AM



ALL CONTRACTORS ARE REQUIRED TO PERFORM THEIR WORK AND SUPPLY THEIR PRODUCTS IN COMPLIANCE WITH ALL BUILDING CODES AND LAWS OF THE PROVINCE OF BRITISH COLUMBIA  
 This drawing is an instrument of service and the property of New Town Services. The use of this drawing shall be restricted to the original site for which it was prepared and publication thereof is expressly limited to such use.  
 This drawing must not be scaled  
 Verify all dimensions and datums prior to commencement of work.  
 Report all errors and omissions to the Architect.

**NEW TOWN**  
 ARCHITECTURE  
 URBAN PLANNING  
 CIVIL ENGINEERING  
 www.newtownservices.ca



Revisions

No.	DATE	DESCRIPTION
1	DEC 18, 2020	ISSUED FOR DP R2
2	FEB 25, 2021	ISSUED FOR REVIEW
3	MARCH, 8, 2021	ISSUED FOR REVIEW
4	APRIL 1, 2021	ISSUED FOR DP
5	APRIL 16, 2021	RE-ISSUED FOR DP



SOUTH-WEST ELEVATION



SOUTH ELEVATION, ELEVATED SIDEWALK



NORTH-EAST CORNER



SOUTH-EAST CORNER

**NOT FOR CONSTRUCTION**

project title  
**WILLOW PARK**  
 project address  
 590 Highway 33 W,  
 Kelowna, BC  
 project no. **4089**  
 drawing title  
**RENDERINGS**

designed RY scale \_\_\_\_\_  
 drawn \_\_\_\_\_  
 checked \_\_\_\_\_ JR  
 drawing no. **A102**  
 plotted 4/16/21 11:24:29 AM

**ATTACHMENT B**

This forms part of application

# DP20-0055  
DP20-0056

Planner Initials AF



ROOFTOP AMENITY SPACE - NORTH WEST



ROOFTOP AMENITY SPACE - SOUTH WEST

ALL CONTRACTORS ARE REQUIRED TO PERFORM THEIR WORK AND SUPPLY THEIR PRODUCTS IN COMPLIANCE WITH ALL BUILDING CODES AND LAWS OF THE PROVINCE OF BRITISH COLUMBIA

This drawing is an instrument of service and the property of New Town Services. The use of this drawing shall be restricted to the original site for which it was prepared and publication thereof is expressly limited to such use.

This drawing must not be scaled

Verify all dimensions and datums prior to commencement of work.

Report all errors and omissions to the Architect.



**NEW TOWN**  
ARCHITECTURE  
URBAN PLANNING  
CIVIL ENGINEERING  
www.newtownservices.ca

Seal



Revisions

No.	DATE	DESCRIPTION
1	DEC 18, 2020	ISSUED FOR DP R2
2	FEB 25, 2021	ISSUED FOR REVIEW
3	MARCH, 8, 2021	ISSUED FOR REVIEW
4	APRIL 1, 2021	ISSUED FOR DP
5	APRIL 16, 2021	RE-ISSUED FOR DP

**NOT FOR CONSTRUCTION**

project title  
**WILLOW PARK**

project address  
590 Highway 33 W,  
Kelowna, BC

project no. **4089**

file no. © NewTownServices/4089 Willow Park - Comm. DP - 04/16/21

drawing title  
**RENDERINGS**

designed **RY** scale

drawn **JR**

checked **RY**

drawing no. **A103**

plotted 4/16/21 11:24:29 AM

**Revitalization Tax Exemption Agreement**

THIS AGREEMENT dated for reference the \_\_\_ day of \_\_\_\_\_, 2022 is

**BETWEEN:**

**Ironclad Developments Mission Heights Holdings Inc.**  
101-57158 Symington Road 20E  
Springfield, MB  
R2J 4L6

(the "Owner")

**AND:**

**CITY OF KELOWNA**  
1435 Water Street,  
Kelowna, B.C.  
V1Y 1J4

(the "City")

**GIVEN THAT:**

- A. The Owner is the registered owner in fee simple of lands in the City of Kelowna at 2241 Springfield Road, Kelowna, B.C., legally described as PID: 027-346-242; Lot B Plan KAP85660 District Lots 128 and 142 Land District 41 (the "Parcel").
- B. Council has established a revitalization tax exemption program and has included within the City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561 ("Bylaw 9561") the designation of areas which include the Parcel as a revitalization area.
- C. The Owner proposes to construct new improvements on the Parcel as described in Appendix "A" attached to and forming part of this Agreement (the "Project") and has applied to the City to take part in the revitalization tax exemption program in respect of the Project and the City has agreed to accept the Project under the program.

THIS AGREEMENT is evidence that in consideration of the promises exchanged below, the Owner and the City covenant and agree each with the other as follows:

- 1. **The Project** – the Owner will use its best efforts to ensure that the Project is constructed, maintained, operated and used in a fashion that will be consistent with and will foster the objectives of the revitalization tax exemption program, as outlined in Bylaw 9561. Without limiting the generality of the foregoing, the Owner covenants to use its best efforts to ensure that the Project will:
  - a. 5 Mid-Rise Multi-Family Buildings, ranging from 5 – 6 Storeys in heights.
  - b. 401 Residential Rental Tenure Units, including 43 Studio Units, 160 One Bedroom Units, 155 Two Bedroom Units, and 43 Three Bedroom Units
  - c. 679 sq.m of Commercial Uses along Springfield Road and Benvoulin Court
  - d. 5,898 sq.m. of Indoor and Outdoor Amenity Space

2. **Operation and Maintenance of the Project** – throughout the term of this Agreement, the Owner shall operate, repair and maintain the Project and will keep the Project in a state of good repair as a prudent owner would do.
3. **Revitalization Amount** – In this Agreement, “**Revitalization Amount**” means the municipal portion of property tax calculated in relation to the increase in the assessed value of improvements on the Parcel resulting from the construction of the Project as described in section 1.
4. **Revitalization Tax Exemption** – subject to fulfilment of the conditions set out in this Agreement and in Bylaw 9561, the City shall issue a revitalization tax exemption certificate (the “Tax Exemption Certificate”) to the British Columbia Assessment Authority entitling the Owner to a property tax exemption in respect of the property taxes due (not including local service taxes) in relation to the Revitalization Amount on the Parcel (the “Tax Exemption”) for the calendar year(s) set out in the Tax Exemption Certificate.
5. **Conditions** – the following conditions shall be fulfilled before the City will issue a Tax Exemption Certificate to the Owner in respect of the Project:
  - a. the Owner must complete or cause to be completed construction of the Project in a good and workmanlike fashion and in strict compliance with the building permit and the plans and specifications attached hereto as Appendix “A”;
  - b. the completed Project must substantially satisfy the performance criteria set out in Appendix “B” hereto, as determined by the City’s Development Planning Manager or designate, in their sole discretion, acting reasonably; and
  - c. the Owner must submit a copy of the Occupancy Permit and Title Certificate to the City of Kelowna’s Revenue Branch within 48 months from the date the Agreement is executed by Council.
6. **Calculation of Revitalization Tax Exemption** – As Purpose-Built Rental Housing Projects within the Core Area, Glenmore Valley Village Centre and University South Village Centre as defined by the OCP, the amount of the Tax Exemption shall be equal to 100% of the Revitalization Amount on the Parcel, for projects that are subject to a Housing Agreement (for a minimum of 10 years) and where the proposed project is in compliance with the OCP Future Land Use designation at the time of Revitalization Tax Exemption application.
7. **Term of Tax Exemption** – provided the requirements of this Agreement, and Bylaw 9561 are met, the Tax Exemption shall be for 10 years after the BC Assessment Authority validates the Tax Exemption Certificate issued by the City of Kelowna’s Revenue Branch.
8. **Compliance with Laws** – the Owner shall construct the Project and, at all times during the term of the Tax Exemption or any renewal term, use and occupy the Parcel and the Project in compliance with all statutes, laws, regulations and orders of any authority having jurisdiction and, without limiting the generality of the foregoing, all federal, provincial, or municipal laws or statutes or bylaws, including all the rules regulations policies guidelines criteria or the like made under or pursuant to any such laws.
9. **Effect of Stratification** – if the Owner stratifies the Parcel under the Strata Property Act, then the Tax Exemption shall be prorated among the strata lots in accordance with the unit entitlement of each strata lot for:
  - a. the current and each subsequent tax year during the currency of this Agreement if the strata plan is accepted for registration at the Land Title Office before May 1; or

- b. for the next calendar year and each subsequent tax year during the currency of this Agreement if the strata plan is accepted for registration at the Land Title Office after May 1

so long as, if the Project is the subject of an operating agreement between the Owner and the Provincial Rental Housing Corporation, the Owner is in compliance with the operating agreement. The Owner agrees to provide written confirmation to the City regarding the Owner's compliance with the said operating agreement, satisfactory to the City and upon the City's reasonable inquiry.

- 10. **Termination of the agreement** – This Agreement will be valid for 48 months from the date this Agreement is executed by Council. If the conditions for issuance of a Tax Exemption Certificate have not been met during this term, the owner may request a renewal term to this Agreement or this Agreement will be terminated.
- 11. **Cancellation** – the City may in its sole discretion cancel the Tax Exemption Certificate:
  - a. on the written request of the Owner;
  - b. if any of the conditions in the Tax Exemption Certificate are not met; or
  - c. if the Owner is subject to an operating agreement with the Provincial Rental Housing Corporation, the Owner is not in compliance with the operating agreement

with such cancellation being effective immediately upon delivery of a notice of cancellation to the Owner. If such cancellation occurs, the Owner of the Parcel for which the Tax Exemption Certificate was issued will remit to the City an amount equal to the value of any Tax Exemption received after the cancellation of the Tax Exemption Certificate.

- 12. **No Refund** – for greater certainty, under no circumstances will the Owner be entitled under the City's revitalization tax exemption program to any cash credit, any carry forward tax exemption credit or any refund for any property taxes paid.
- 13. **Notices** – any notice or other writing required or permitted to be given hereunder or for the purposes hereof to any party shall be sufficiently given if delivered by hand or posted on the Parcel, or if sent by prepaid registered mail (Express Post) or if transmitted by facsimile to such party:
  - a. in the case of a notice to the City, at:

THE CITY OF KELOWNA  
1435 Water Street,  
Kelowna, B.C.  
V1Y 1J4

Attention:  
Phone: Email:

- b. in the case of a notice to the Owner, at:

Ironclad Developments Mission Heights Holdings Inc.  
101-57158 Symington Road 20E  
Springfield, MB  
R2J 4L6

Attention: Ryan Van Damme  
Phone: 204-777-1972 ext.110  
Email: rvandamme@icdev.ca

Or at such other address as the party to whom such notice or other writing is to be given shall have last notified the party giving the same.

14. **No Assignment** – the Owner shall not assign its interest in this Agreement except to a subsequent owner in fee simple of the Parcel.
15. **Severance** – if any portion of this Agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the portion that it is invalid shall not affect the validity of the remainder of this Agreement.
16. **Interpretation** – wherever the singular or masculine is used in this Agreement, the same shall be construed as meaning the plural, the feminine or body corporate where the context or the parties thereto so require.
17. **Further Assurances** – the parties hereto shall execute and do all such further deeds, acts, things and assurances that may be reasonably required to carry out the intent of this Agreement.
18. **Waiver** – waiver by the City of a default by the Owner shall be in writing and shall not be deemed to be a waiver of any subsequent or other default.
19. **Powers Preserved** – this Agreement does not:
  - a. Affect or limit the discretion, rights or powers of the City under any enactment or at common law, including in relation to the use or subdivision of the Parcel;
  - b. Affect or limit any enactment relating to the use or subdivision of the Parcel; or
  - c. Relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Parcel and without limitation shall not confer directly or indirectly any exemption or right of set-off from development cost charges, connection charges, application fees, user fees or other rates, levies or charges payable under any bylaw of the City.
20. **Reference** – every reference to each party is deemed to include the heirs, executors, administrators, personal representatives, successors, assigns, servants, employees, agents, contractors, officers, licensees and invitees of such party, wherever the context so requires or allows.
21. **Enurement** – this Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
22. Any construction of a new improvement or alteration of an existing improvement as of this bylaw undertaken prior to the application for a Revitalization Tax Exemption will not be eligible for consideration
23. The maximum Revitalization Tax Exemption authorized under this Bylaw must not exceed the Revitalization Amount on the Property between:
  - a. the calendar year before the construction or alteration began, as outlined under Section 1 of this Agreement; and

- b. the calendar year in which the construction or alteration, as outlined under Section 1 of this Agreement, is completed.
24. The Property's assessed value of improvements must not be reduced below the amount assessed in the calendar year prior to construction or alteration, as a result of the Revitalization Tax Exemption.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

**Executed by the CITY OF KELOWNA**

By its authorized signatories:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

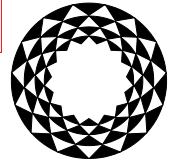
**Ironclad Developments Mission Heights Holdings Inc.**

by its Authorized signatories:

  
\_\_\_\_\_  
Ryan Van Damme  
President and Chief Executive Officer

Appendix "A": Building Plans and Specifications  
Appendix "B": Housing Agreement





City of  
**Kelowna**

# Development Permit & Development Variance Permit DP21-0231 DVP21-0232

This permit relates to land in the City of Kelowna municipally known as

**2241 Springfield Rd**

and legally known as

**LOT B DISTRICT LOTS 128 AND 142 OSOYOOS DIVISION YALE DISTRICT PLAN KAP85660**

and permits the land to be used for the following development:

**Mixed-Use: Multiple Dwelling Housing and Commercial Uses**

The present owner and any subsequent owner of the above described land must comply with any attached terms and conditions.

Date of Council Decision: August 23, 2022  
Decision By: COUNCIL  
Development Permit Area: Form and Character Development Permit Area  
Existing Zone: C4r - Urban Centre Commercial (Residential Rental Tenure Only)  
Future Land Use Designation: UC – Urban Centre

## **This is NOT a Building Permit.**

In addition to your Development Permit, a Building Permit may be required prior to any work commencing. For further information, contact the City of Kelowna, Development Services Branch.

## **NOTICE**

This permit does not relieve the owner or the owner's authorized agent from full compliance with the requirements of any federal, provincial or other municipal legislation, or the terms and conditions of any easement, covenant, building scheme or agreement affecting the building or land.

Owner: Ironclad Developments Mission Heights Holdings Inc., Inc.No. A0119488  
Applicant: Ironclad Developments Inc.  
Planner: K. Brunet

---

Terry Barton  
Community Planning Department Manager  
Planning & Development Services

---

Date

## 1. SCOPE OF APPROVAL

This Development 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 Development 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 Development 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.

## 2. CONDITIONS OF APPROVAL

- 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"; and
- 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 THAT variances to the following section of Zoning Bylaw No. 8000 be granted:

**Section 14.4.6(e): C4 – Urban Centre Commercial Other Regulations**

To vary the required minimum amount of functional commercial space for the Springfield Rd frontage from 90 % required to 19.12 % proposed.

**This Development Permit is valid for two (2) years from the date of approval, with no opportunity to extend.**

## 3. 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 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 owner 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) An Irrevocable Letter of Credit **OR** certified cheque in the amount of **\$784,187.25**

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.

## 5. 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.

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.

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

DRAFT



## 2241 SPRINGFIELD ROAD

KELOWNA BC

JUNE 2022

### Zoning Summary

Special Planning Designation / Area Zoning Classification	Urban Core / Midtown Urban Centre		
	Existing	Proposed	
	C-4	C-4	<span style="color: green;">■</span> <span style="color: red;">■</span>

Lot Area Section 14.4.4	Standards	Proposed	
	Minimum	1300 m <sup>2</sup>	
F.A.R.	1.3 to 2.35	1.67	<span style="color: green;">■</span> <span style="color: red;">■</span>
Site Coverage	75% Maximum	30.8%	<span style="color: green;">■</span> <span style="color: red;">■</span>

Dimensional Standards Section 14.4.4 + 14.4.5	Standards	Proposed	
	Building Height	12 stories / 37 m	
Setbacks: front	0 m	4.6 m	<span style="color: green;">■</span> <span style="color: red;">■</span>
: rear	0 m	0 m	<span style="color: green;">■</span> <span style="color: red;">■</span>
: flanking side	0 m	7.6 m	<span style="color: green;">■</span> <span style="color: red;">■</span>
: internal side	2.0 m	4.6 m	<span style="color: green;">■</span> <span style="color: red;">■</span>
Private Open Space [m <sup>2</sup> ]	4828	5897	<span style="color: green;">■</span> <span style="color: red;">■</span>

Parking	Standards	Proposed	
	Vehicle Parking: residential : commercial [in Visitor Parking]	Table 8.3.1 432 Table 8.3.2 10	
Accessible Parking Spaces	Table 8.2.19 9	9	<span style="color: green;">■</span> <span style="color: red;">■</span>
Visitor Parking Spaces	Table 8.3.1 56	58	<span style="color: green;">■</span> <span style="color: red;">■</span>
Total stalls [residential + accessible + visitor]	488	390	<span style="color: green;">■</span> <span style="color: red;">■</span>
<b>Total Including 20% reduction [S.8.2.12]</b>	<b>8.2.12</b> <b>346</b>	<b>390</b>	<span style="color: green;">■</span> <span style="color: red;">■</span>
Small Car Stalls [resident parking stalls only]	Table 8.3.1 max 50%	0.3%	<span style="color: green;">■</span> <span style="color: red;">■</span>
Loading Spaces [commercial]	Table 8.4 0	0	<span style="color: green;">■</span> <span style="color: red;">■</span>
Bicycle Parking [short term]	Table 8.5 49	59	<span style="color: green;">■</span> <span style="color: red;">■</span>
Bicycle Parking [long term]	Table 8.5 312	314	<span style="color: green;">■</span> <span style="color: red;">■</span>

### Development Summary

Commercial Areas	Building 1	Building 2	Building 3	Building 4	Building 5	TOTAL
	Qty	Qty	Qty	Qty	Qty	SM
	679	0	0	0	0	679

Amenity Area Table 5.4	Building 1	Building 2	Building 3	Building 4	Building 5	TOTAL
	SM	SM	SM	SM	SM	SM
Indoor	135	0	0	0	625	761
Landscape	242	332	557	111	311	1554
Rooftop	0	0	251	167	244	662

Residential Suites	SF	M <sup>2</sup>	Building 1	Building 2	Building 3	Building 4	Building 5	TOTAL
			Qty	Qty	Qty	Qty	Qty	Qty
Studio : D1	422	39	27	0	0	6	10	43
One Bedroom: A1	645	60	23	42	48	47	0	160
Two Bedroom: B1	948	39	55	13	11	12	0	155
: B1.1	973	90	0	0	3	4	0	
: B1.2	966	90	10	12	12	8	0	
: B1.3	966	90	4	0	0	0	0	
: B1.4	947	85	0	0	0	0	11	
Three Bedroom: C1	1125	105	12	11	10	10	0	43
<b>TOTAL</b>			<b>131</b>	<b>78</b>	<b>84</b>	<b>87</b>	<b>21</b>	<b>401</b>

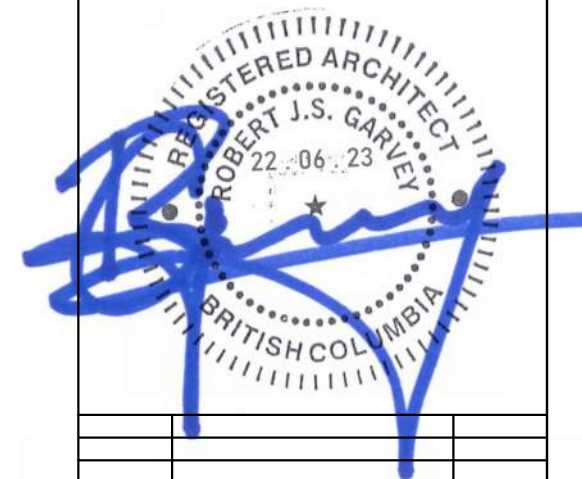
Residential Balconies	SF	M <sup>2</sup>	Building 1	Building 2	Building 3	Building 4	Building 5	TOTAL
			SM	SM	SM	SM	SM	SM
Studio : D1	60	6	150.5	0.0	0.0	33.4	55.7	240
One Bedroom: A1	100	9	213.7	390.2	445.9	436.6	0.0	1486
Two Bedroom: B1	125	8	306.6	72.5	61.3	66.9	0.0	955
: B1.1	75	7	0.0	0.0	20.9	27.9	0.0	
: B1.2	60	6	55.7	66.9	66.9	44.6	0.0	
: B1.3	100	9	37.2	0.0	0.0	0.0	0.0	
: B1.4	125	12	0.0	0.0	0.0	0.0	127.7	
Three Bedroom: C1	60	6	66.9	61.3	55.7	55.7	0.0	240
<b>TOTAL</b>			<b>2921</b>					<b>2921</b>

Floor Areas: F.A.R. ELIGIBLE	Building 1	Building 2	Building 3	Building 4	Building 5	TOTAL
	SM	SM	SM	SM	SM	SM
<b>TOTAL</b>	<b>1140</b>	<b>1212</b>	<b>1283</b>	<b>1312</b>	<b>537</b>	<b>5484</b>

### SCHEDULE A

This forms part of application  
# DP21-0231 DVP21-0232

Planner Initials **KB**



2241 SPRINGFIELD ROAD;  
Kelowna BC.

COVER PAGE

Project Number: 2102

04-30-2020 Rev Date 06-23-2022

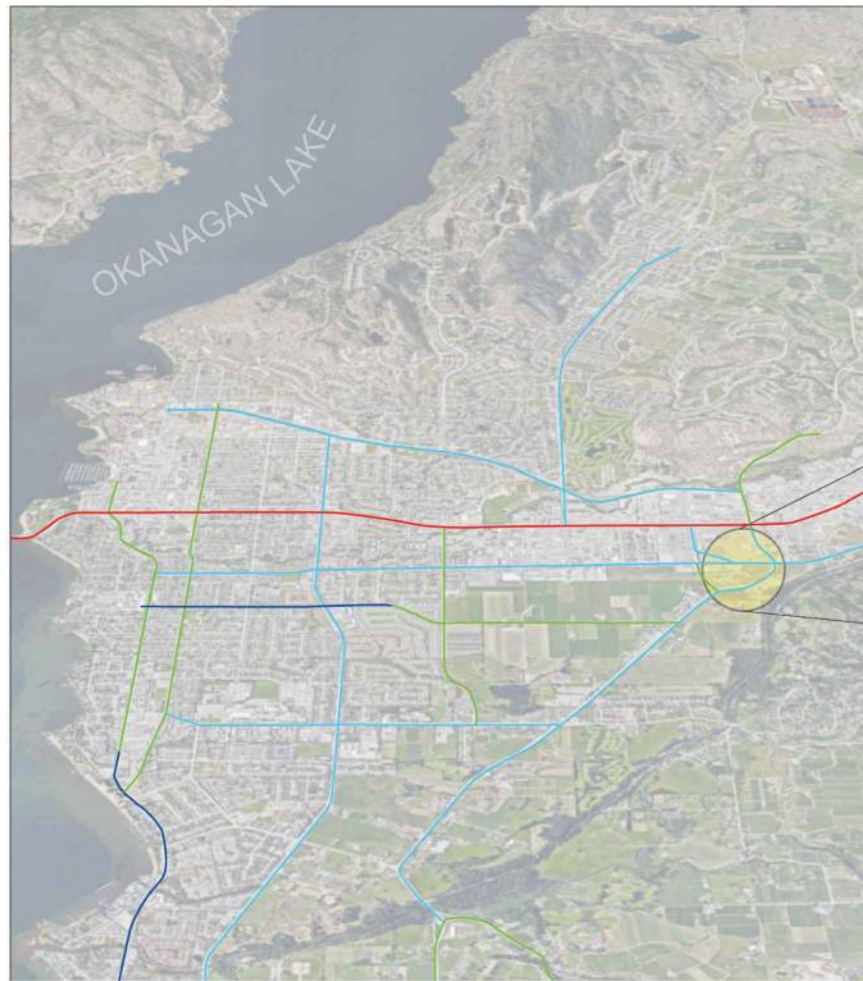
Drawn By T.THIMM

Designed By T.THIMM

Checked By R.GARVEY

# ESP-0.0

Scale 1:24



CITY OF KELOWNA



ARIAL VIEW OF EXISTING SITE & SURROUNDING CONTEXT

- MAJOR ROADWAYS
- 6 Lane Arterial (including HOV Lanes)
  - 4 Lane Arterial
  - 2 Lane Arterial
  - 2 Lane Arterial + Center Turn Lane



LEGAL SITE PLAN

**SCHEDULE A**

This forms part of application  
# DP21-0231 DVP21-0232

Planner Initials **KB**

City of **Kelowna**  
DEVELOPMENT PLANNING

**Ironclad Developments Inc.**



Project Management  
General Contracting  
Design/ Build

**101-57158**  
Symington Rd.  
Springfield, MB.  
R2J 4L6

PH:  
**204-777-1972**

info@icdev.ca

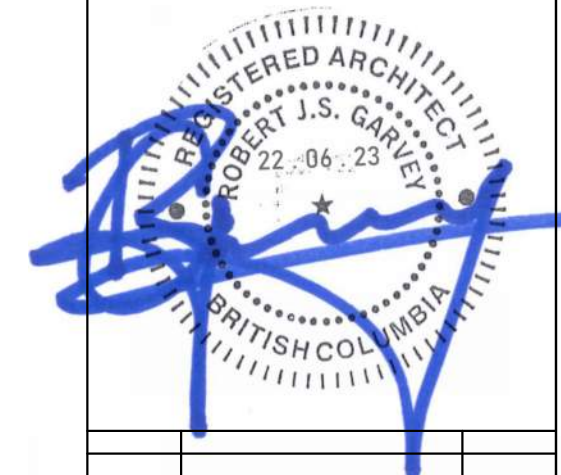
**IRONCLAD DEVELOPMENTS INC.**

Consultant



ROB J.S. GARVEY, ARCHITECT  
MAA, AIBC, LEED AP

201-57158 SYMINGTON RD 20E  
SPRINGFIELD, MB R2J 4L6  
T: 204.227.9274  
E: RGARVEY@A77.CA



REV.	DESCRIPTION OF WORK REVISED	DATE

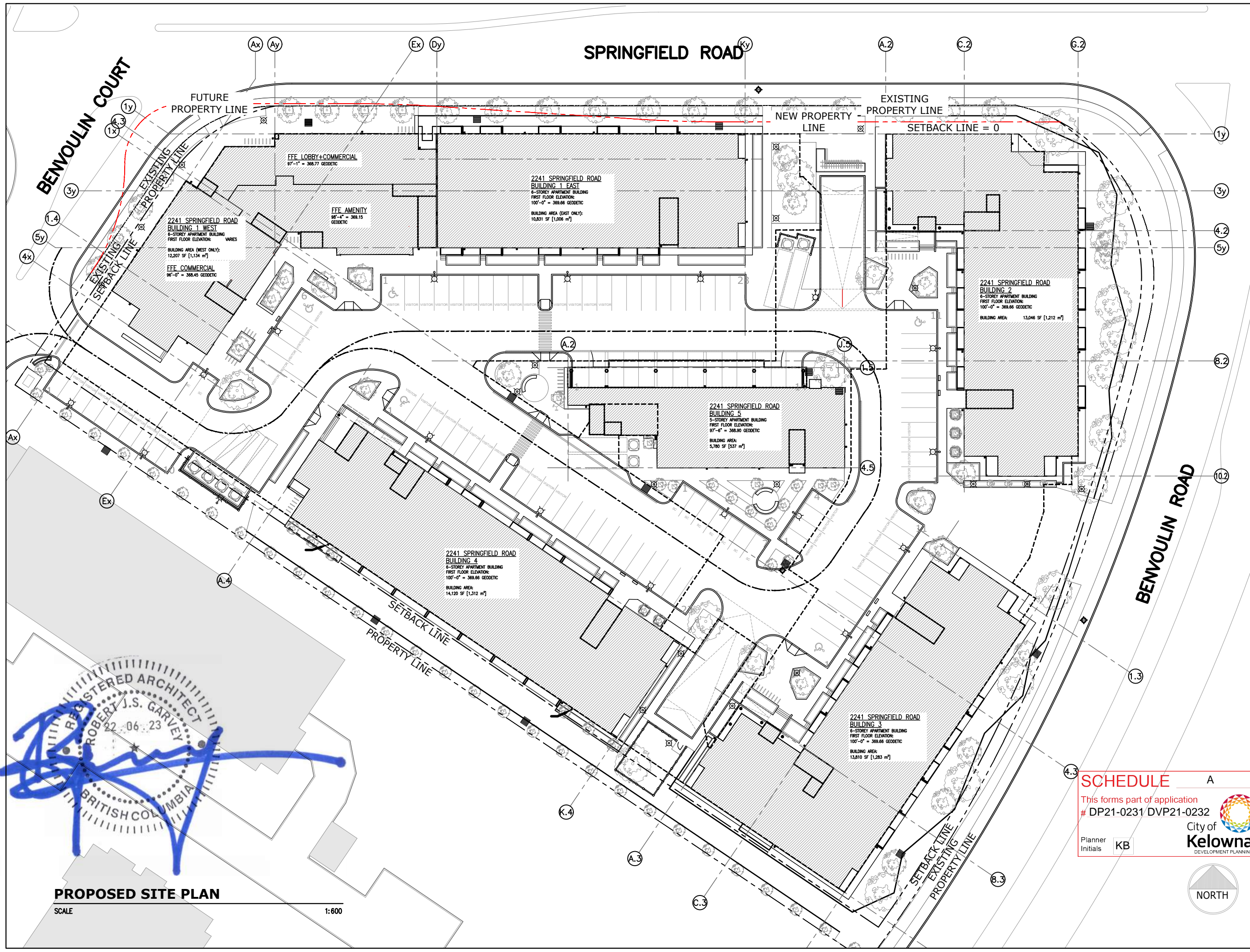
2241 SPRINGFIELD ROAD;  
Kelowna BC.

CONTEXT MAP & LEGAL  
SITE PLAN

Project Number: 2102	
04-30-2020	Rev Date 06-23-2022
Drawn By	T.THIMM
Designed By	T.THIMM
Checked By	R.GARVEY

**ESP-0.1**

Scale 125



REGISTERED ARCHITECT  
ROBERT J.S. GARVEY  
02 06 23  
BRITISH COLUMBIA

**PROPOSED SITE PLAN**

SCALE 1:600

**SCHEDULE A**  
This forms part of application # DP21-0231/DVP21-0232  
Planner Initials KB  
City of Kelowna DEVELOPMENT PLANNING



**Ironclad Developments Inc.**  
Project Management  
General Contracting  
Design/Build  
101-57158  
Symington Rd.  
Springfield, MB.  
R2J 4L6  
PH: 204-777-1972  
info@icdev.ca

Consultant  
**RJSG ARCHITECT**  
ROB J.S. GARVEY, ARCHITECT  
MAA, AIBC, LEED AP  
201-57158 SYMINGTON RD 20E  
SPRINGFIELD, MB R2J 4L6  
T: 204.227.9274  
E: RGARVEY@A77.CA

**PROJECT DESCRIPTION**

LEGAL ADDRESS: 2241 SPRINGFIELD ROAD

LOT AREA: 192,473 SF

RESIDENTIAL UNITS: 401 UNITS  
STUDIO: 43 UNITS  
1 BEDROOM: 160 UNITS  
2 BEDROOM: 160 UNITS  
3 BEDROOM: 38 UNITS

REQUIRED PARKING: 354 STALLS  
[INCLUDING VISITOR STALLS AT 10% OF TOTAL VEHICLE PARKING]  
[INCLUDING SMALL CAR STALLS]  
RATIO: 1.5 PER UNIT

PROVIDED PARKING: 406 STALLS  
[INCLUDING VISITOR STALLS AND RETAIL STALLS AT 5%]  
SURFACE STALLS: 111  
UNDERGROUND STALLS: 295

PROVIDED BICYCLE PARKING: 313 STALLS  
[INCLUDING BICYCLE STALLS 1 PER 10 VEHICLE STALLS]

REV.	DESCRIPTION OF WORK REVISED	DATE

2241 SPRINGFIELD ROAD;  
Kelowna BC.

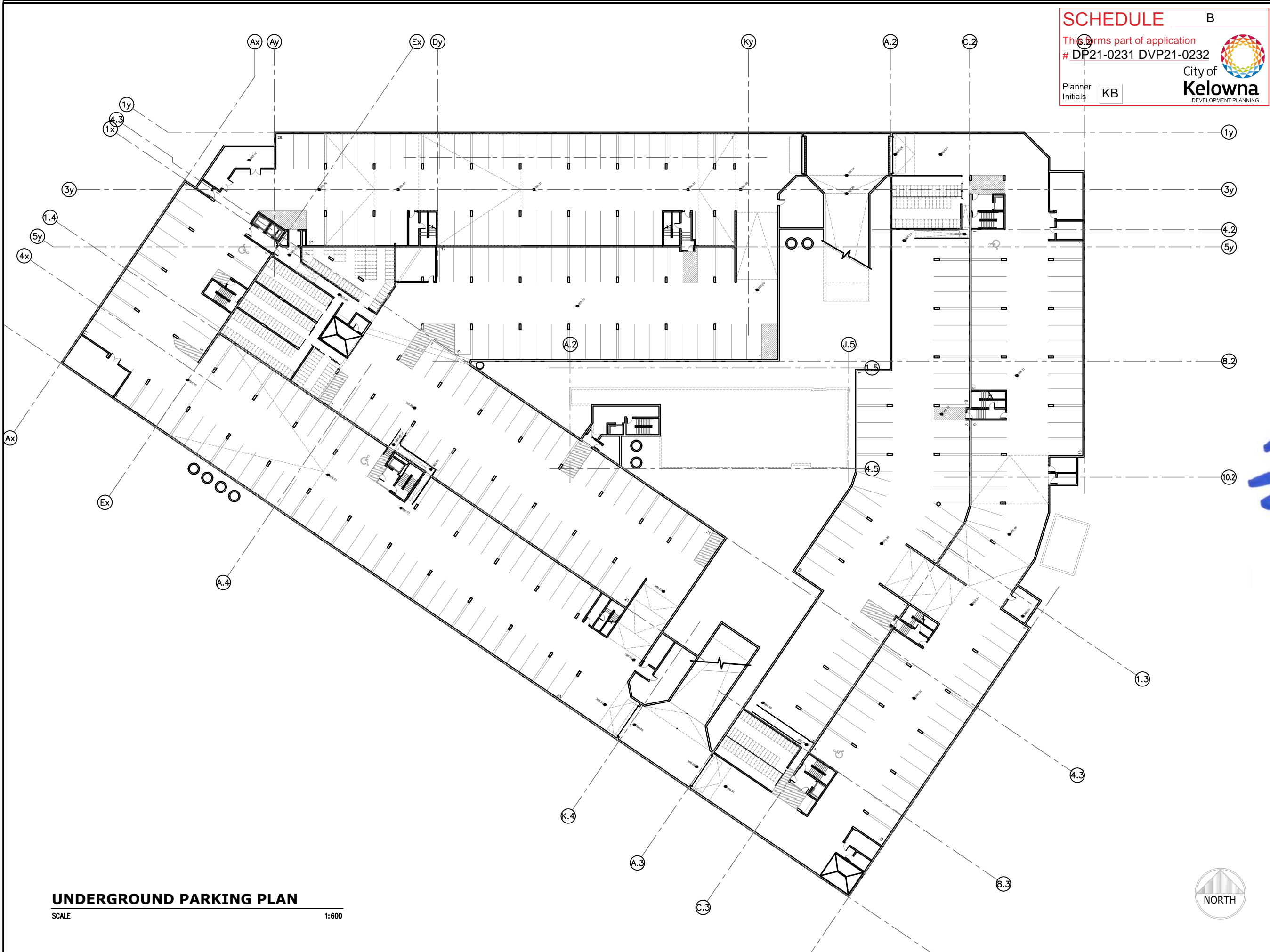
**PROPOSED SITE PLAN**

Project Number: 2102

04-30-2020	Rev Date 06-06-2022
------------	---------------------

Drawn By T.THIMM  
Designed By T.THIMM  
Checked By R.GARVEY

**ESP-1.0**  
Scale 1:200



**SCHEDULE B**

This forms part of application # DP21-0231 DVP21-0232

Planner Initials **KB**

City of **Kelowna**  
DEVELOPMENT PLANNING

**Ironclad Developments Inc.**



Project Management  
General Contracting  
Design/ Build

**101-57158**  
Symington Rd.  
Springfield, MB.  
R2J 4L6

PH:  
**204-777-1972**  
info@icdev.ca

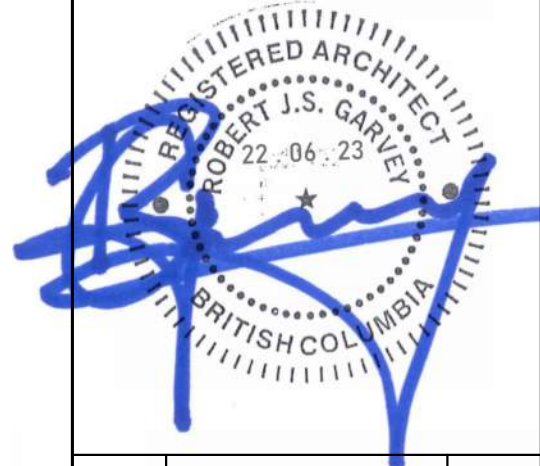
**IRONCLAD DEVELOPMENTS INC.**

Consultant



ROB J.S. GARVEY, ARCHITECT  
MAA, AIBC, LEED AP

201-57158 SYMINGTON RD 20E  
SPRINGFIELD, MB R2J 4L6  
T: 204.227.9274  
E: RGARVEY@A77.CA



REV.	DESCRIPTION OF WORK REVISED	DATE

2241 SPRINGFIELD ROAD;  
Kelowna BC.

**UNDERGROUND PARKING PLAN**

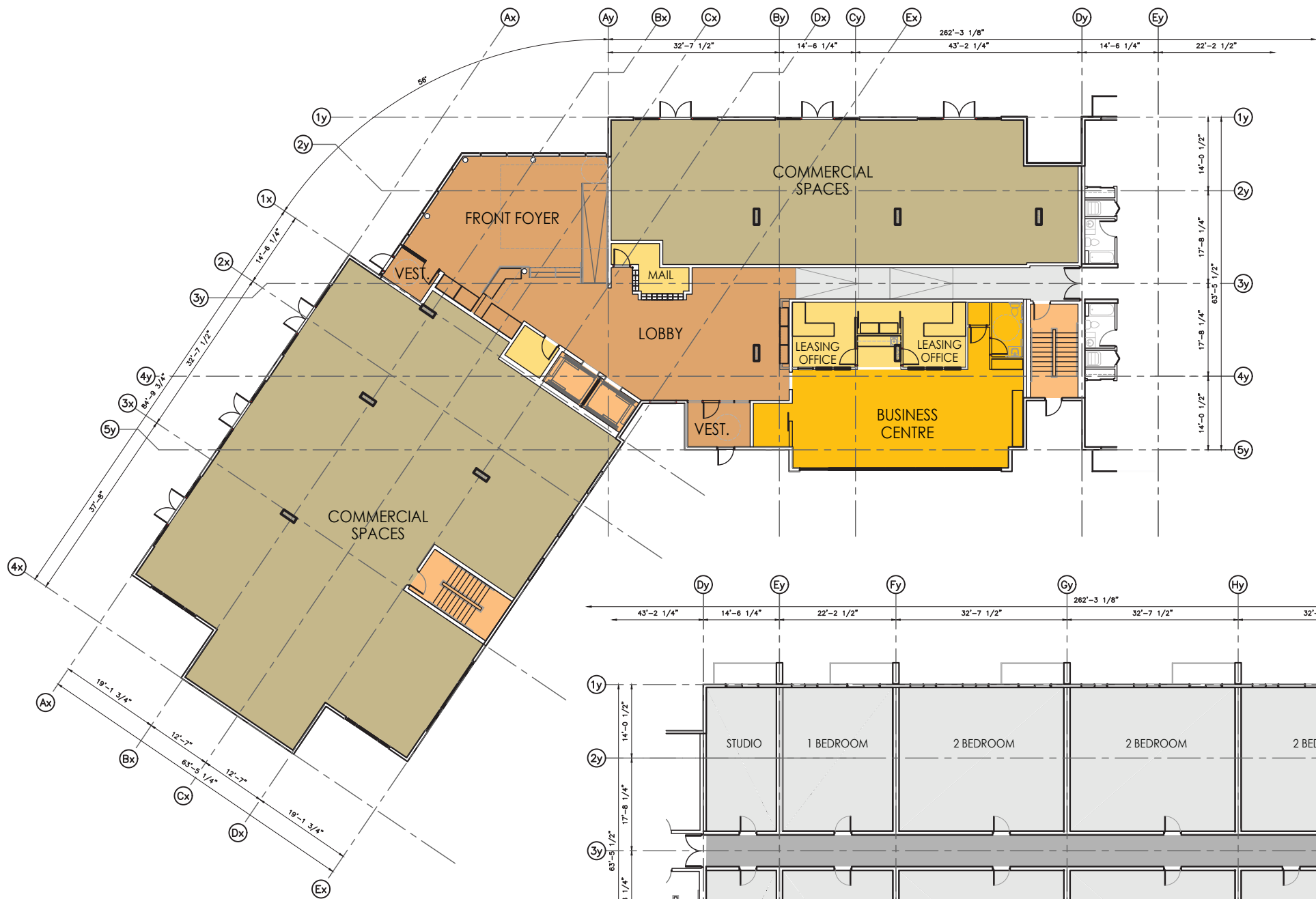
Project Number: 2102

04-30-2020	Rev Date 06-06-2022
Drawn By	T.THIMM
Designed By	T.THIMM
Checked By	R.GARVEY

**ESP-2.0**

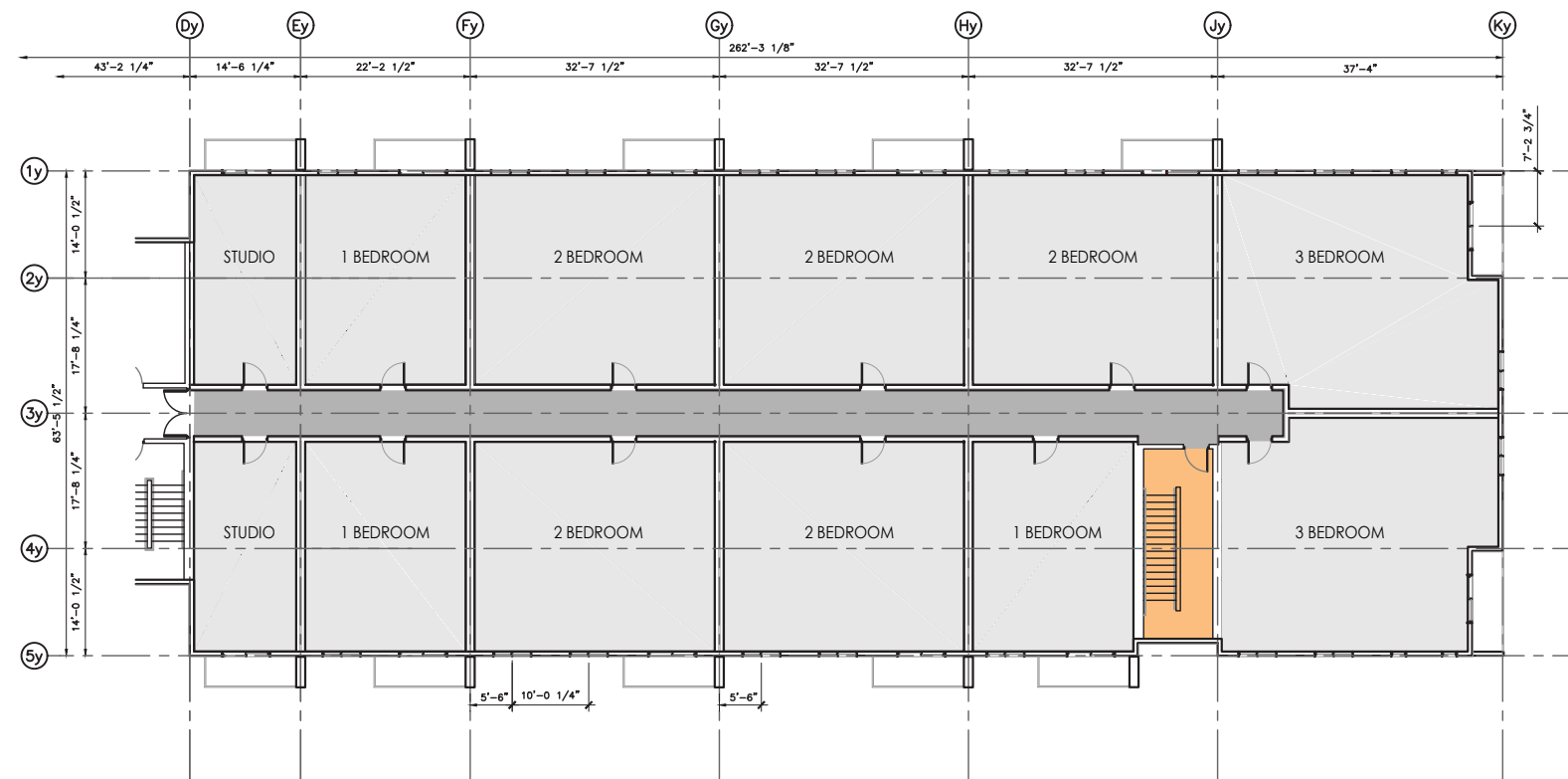
Scale 1:600

**UNDERGROUND PARKING PLAN**  
SCALE 1:600



**BUILDING 1 WEST MAIN FLOOR PLAN**

SCALE 1:300



**BUILDING 1 EAST MAIN FLOOR PLAN**

SCALE 1:300

**SCHEDULE B**

This forms part of application # DP21-0231 DVP21-0232

Planner Initials **KB**

City of **Kelowna**  
DEVELOPMENT PLANNING

**Ironclad Developments Inc.**

Project Management  
General Contracting  
Design/ Build

**101-57158**  
Symington Rd.  
Springfield, MB.  
R2J 4L6

PH:  
**204-777-1972**

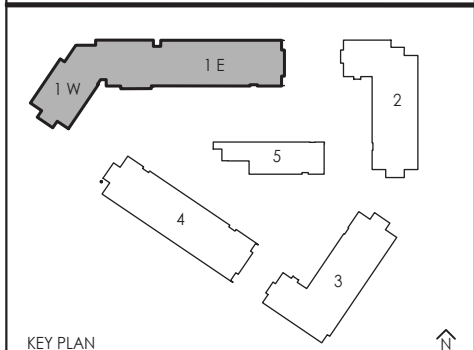
info@icdev.ca

**IRONCLAD DEVELOPMENTS INC.**

Consultant

ROB J.S. GARVEY, ARCHITECT  
MAA, AIBC, LEED AP

201-57158 SYMINGTON RD 20E  
SPRINGFIELD, MB R2J 4L6  
T: 204.227.9274  
E: RGARVEY@A77.CA



- AMENITIES
- ROOFTOP PATIOS
- COMMERCIAL
- SUPPORTING SPACES
- SUITES
- LOBBY/ENTRANCE AREA
- CORRIDOR
- VERTICAL COMMUNICATION

REV.	DESCRIPTION OF WORK REVISED	DATE

2241 SPRINGFIELD ROAD;  
Kelowna BC.

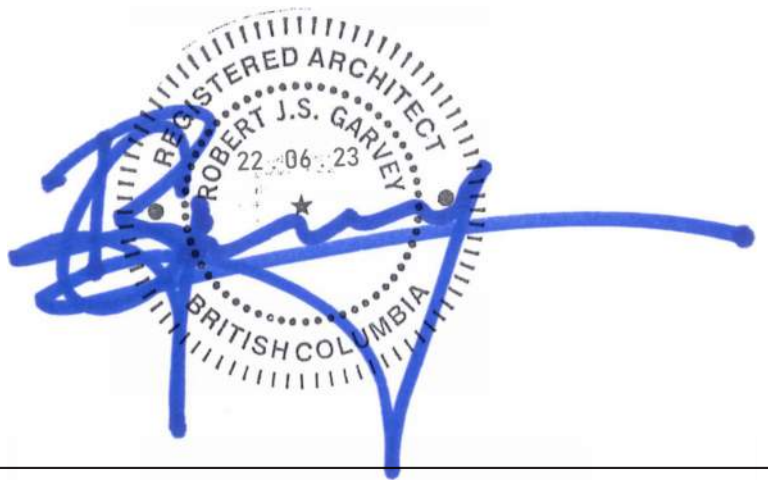
BUILDING ONE  
MAIN FLOOR PLAN

Project Number: 2102

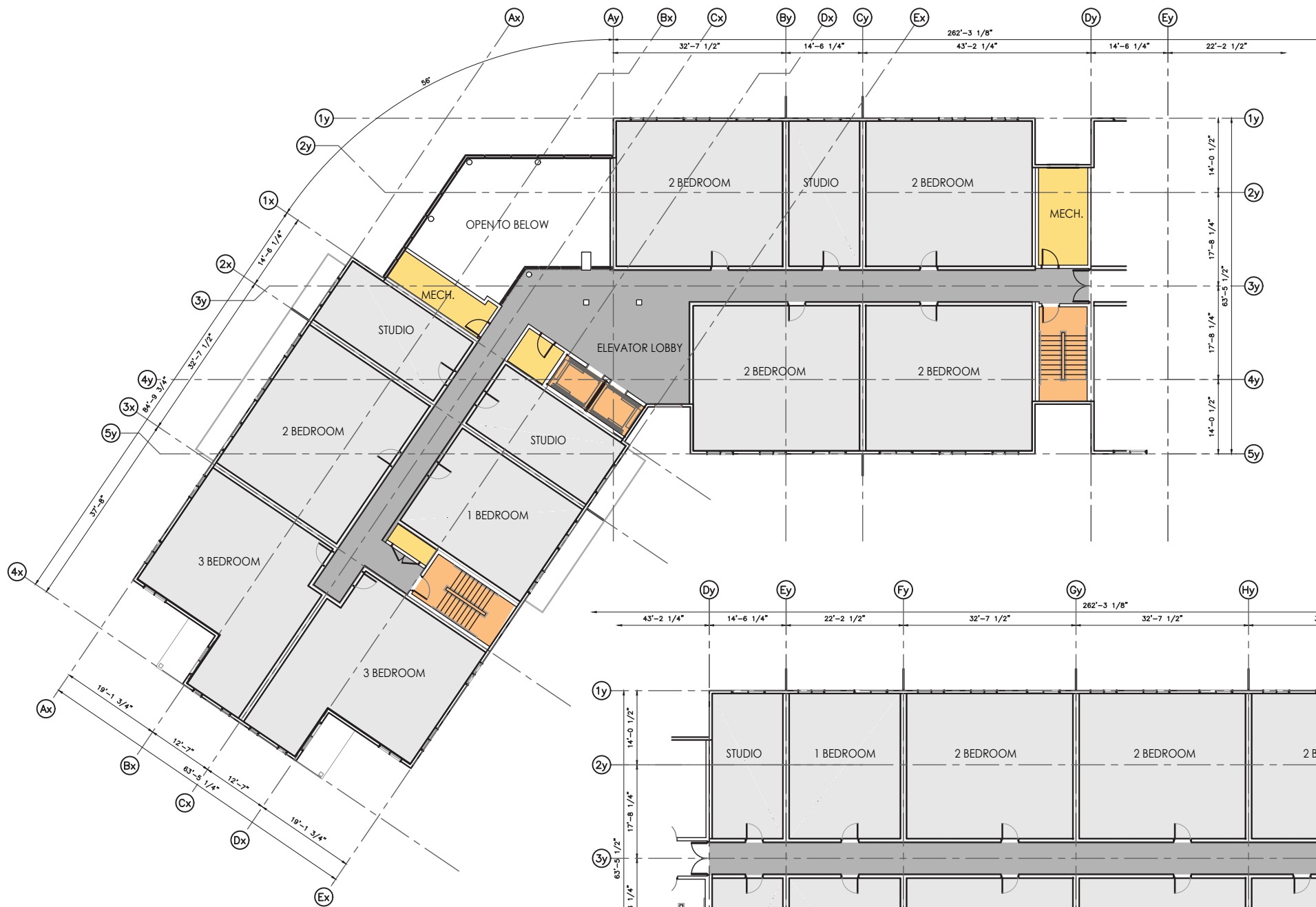
04-30-2020	Rev Date 06-06-2022
Drawn By T.THIMM	Designed By T.THIMM
Checked By R.GARVEY	

**ESP-3.10**

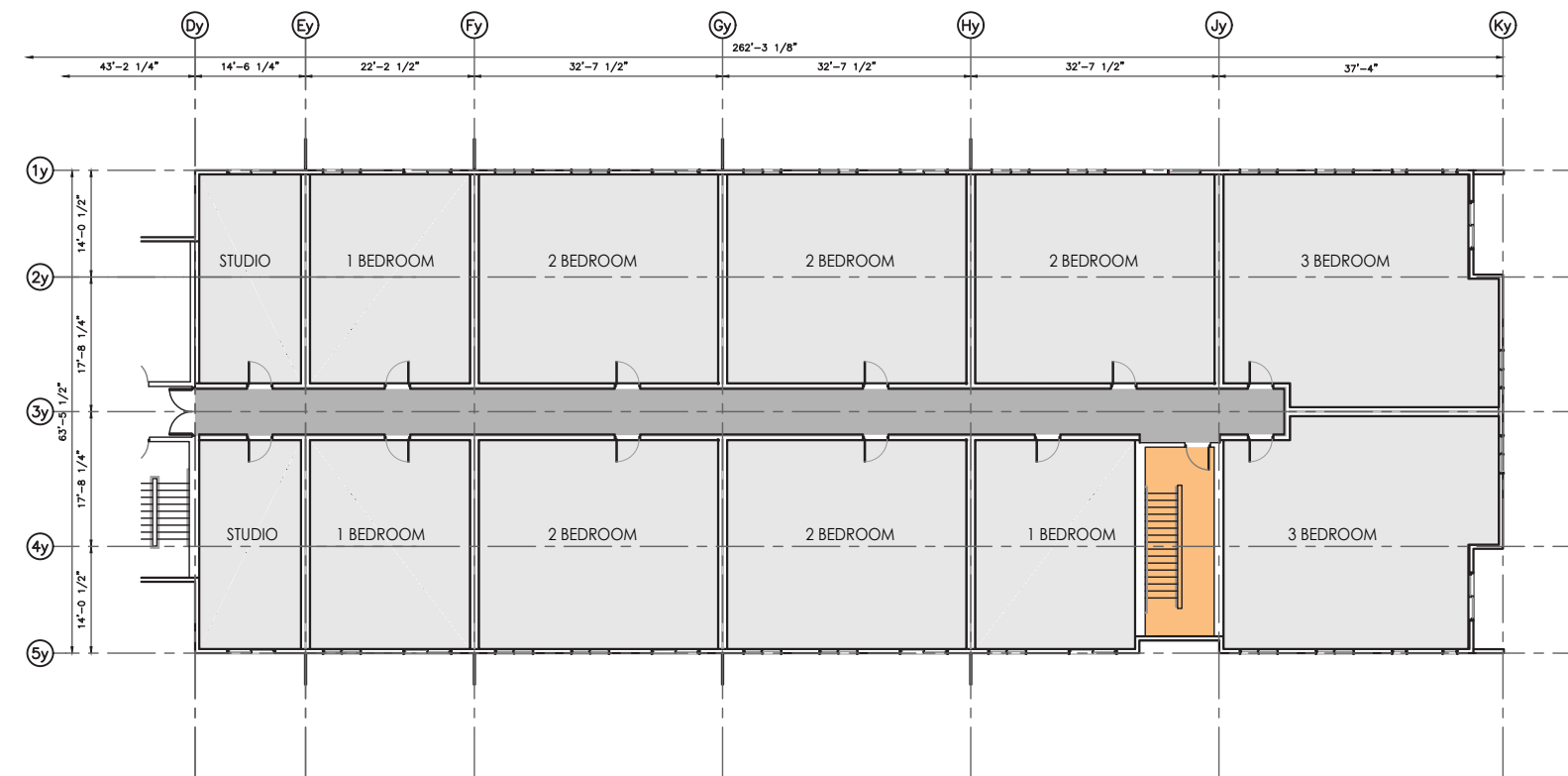
Scale 1:28







**BUILDING 1 WEST SECOND FLOOR PLAN**  
SCALE 1:300



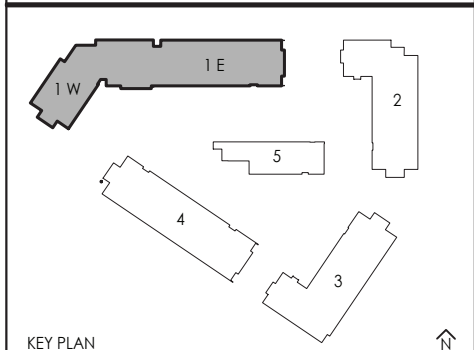
**BUILDING 1 EAST SECOND FLOOR PLAN**  
SCALE 1:300

**SCHEDULE B**  
This forms part of application  
# DP21-0231 DVP21-0232  
Planner Initials **KB**  
City of Kelowna DEVELOPMENT PLANNING

**Ironclad Developments Inc.**  
Project Management  
General Contracting  
Design/ Build  
**101-57158**  
Symington Rd.  
Springfield, MB.  
R2J 4L6  
PH: **204-777-1972**  
info@icdev.ca

**IRONCLAD DEVELOPMENTS INC.**

Consultant  
**RJSG ARCHITECT**  
ROB J.S. GARVEY, ARCHITECT  
MAA, AIBC, LEED AP  
201-57158 SYMINGTON RD 20E  
SPRINGFIELD, MB R2J 4L6  
T: 204.227.9274  
E: RGARVEY@A77.CA



- KEY PLAN
- AMENITIES
  - ROOFTOP PATIOS
  - COMMERCIAL
  - SUPPORTING SPACES
  - SUITES
  - LOBBY/ENTRANCE AREA
  - CORRIDOR
  - VERTICAL COMMUNICATION

REV.	DESCRIPTION OF WORK REVISED	DATE

2241 SPRINGFIELD ROAD;  
Kelowna BC.

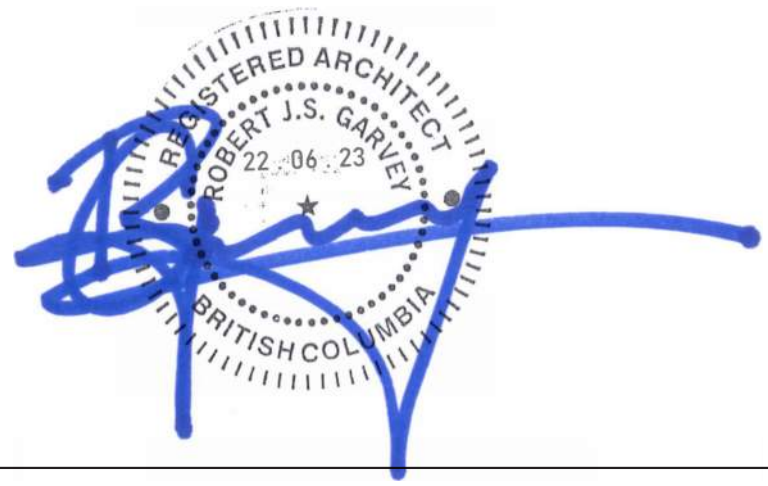
BUILDING ONE  
SECOND FLOOR PLAN

Project Number: 2102

04-30-2020	Rev Date 06-06-2022
Drawn By T.THIMM	Designed By T.THIMM
Checked By R.GARVEY	

**ESP-3.11**

Scale 1:209



**SCHEDULE B**

This forms part of application  
# DP21-0231 DVP21-0232

Planner Initials **KB**

City of **Kelowna**  
DEVELOPMENT PLANNING

**Ironclad Developments Inc.**



Project Management  
General Contracting  
Design/ Build

**101-57158**  
Symington Rd.  
Springfield, MB.  
R2J 4L6

PH:  
**204-777-1972**

**info@icdev.ca**

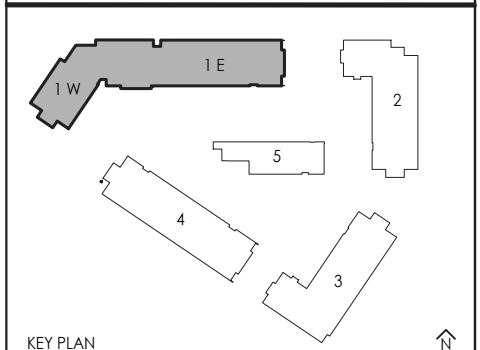
**IRONCLAD DEVELOPMENTS INC.**

Consultant



ROB J.S. GARVEY, ARCHITECT  
MAA, AIBC, LEED AP

201-57158 SYMINGTON RD 20E  
SPRINGFIELD, MB R2J 4L6  
T: 204.227.9274  
E: RGARVEY@A77.CA



- AMENITIES
- ROOFTOP PATIOS
- COMMERCIAL
- SUPPORTING SPACES
- SUITES
- LOBBY/ENTRANCE AREA
- CORRIDOR
- VERTICAL COMMUNICATION

REV.	DESCRIPTION OF WORK REVISED	DATE

2241 SPRINGFIELD ROAD;  
Kelowna BC.

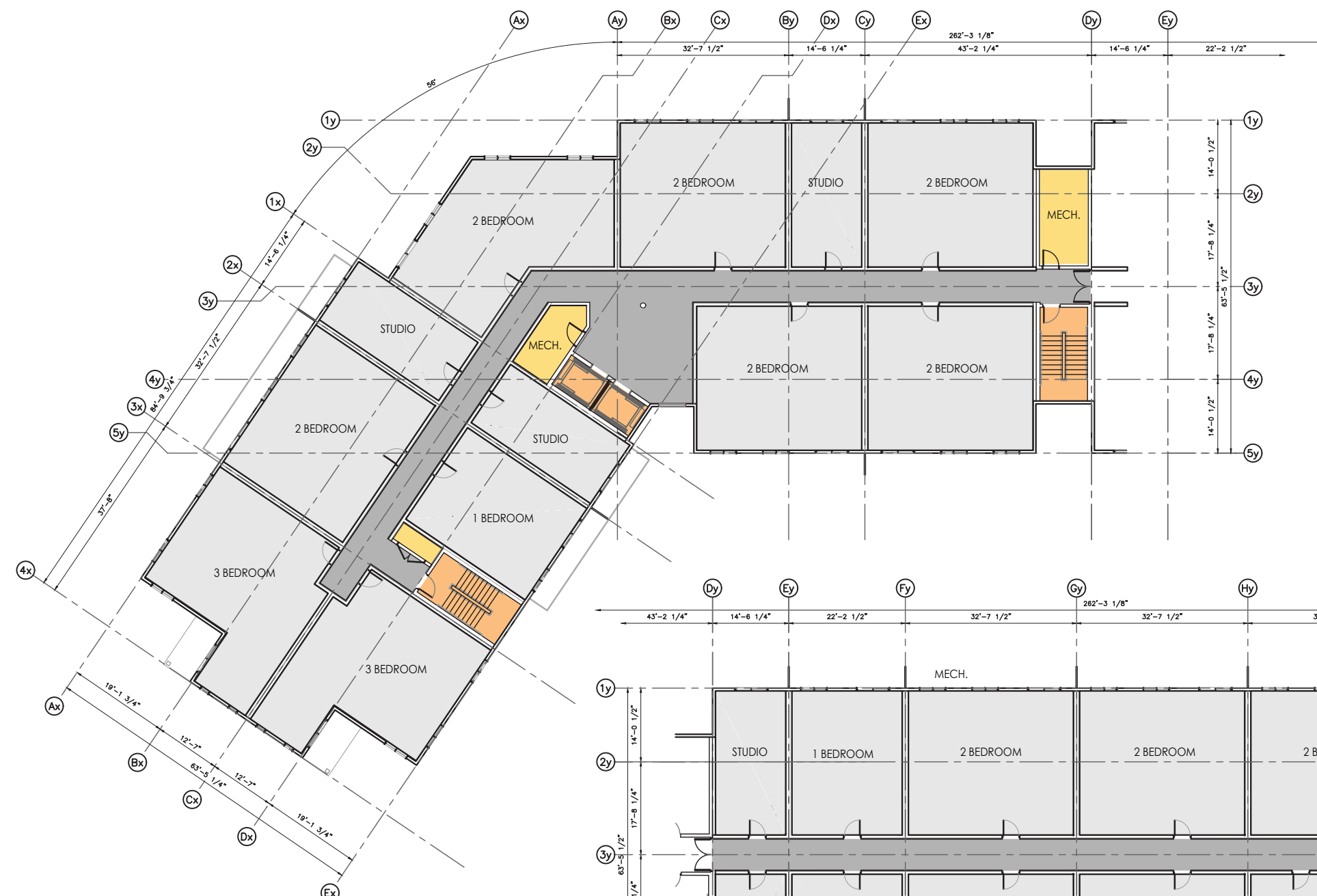
BUILDING ONE  
TYPICAL FLOOR PLAN (3-6)

Project Number: 2102

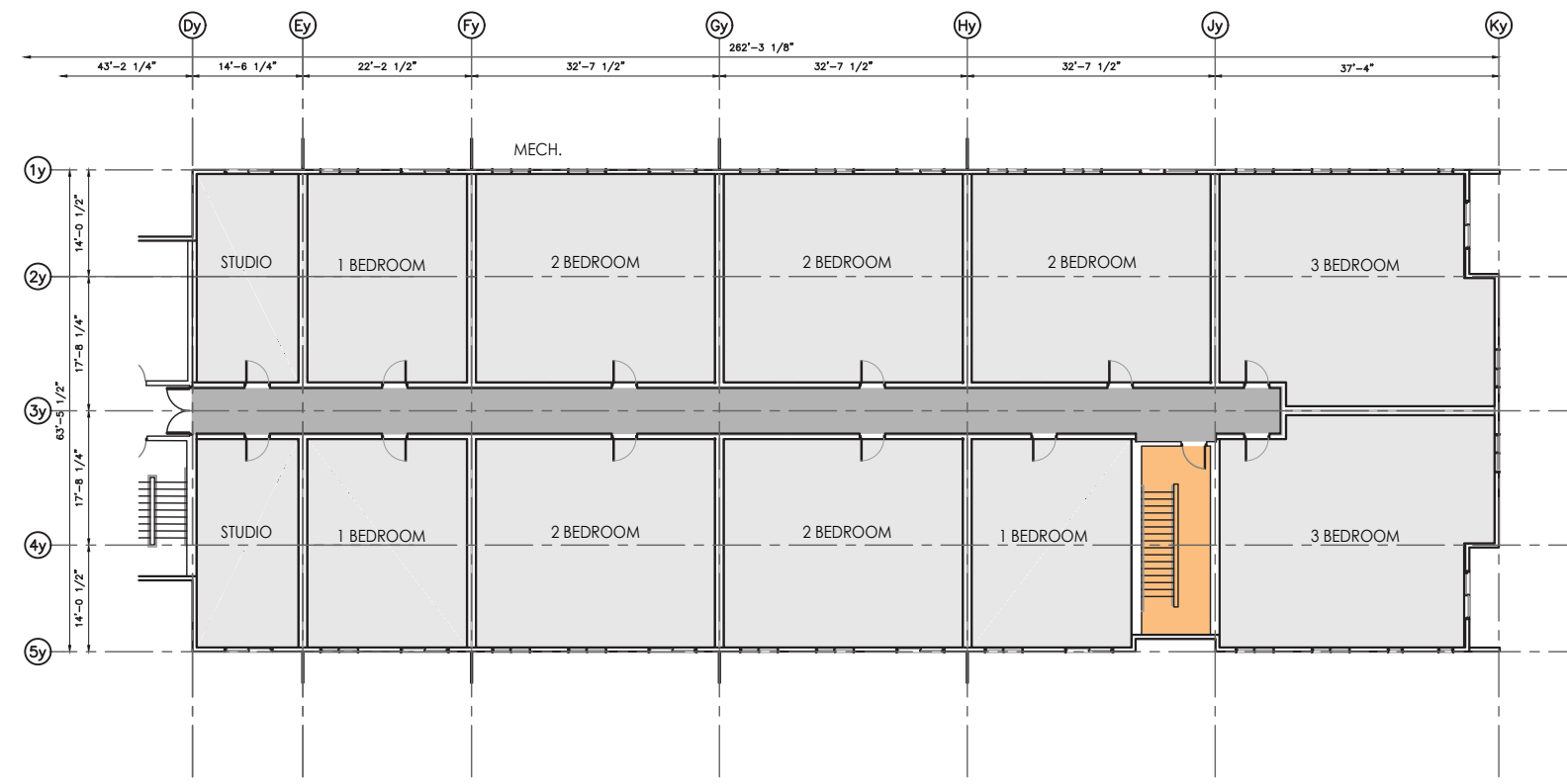
04-30-2020	Rev Date 06-06-2022
Drawn By T.THIMM	Designed By T.THIMM
Checked By R.GARVEY	

**ESP-3.12**

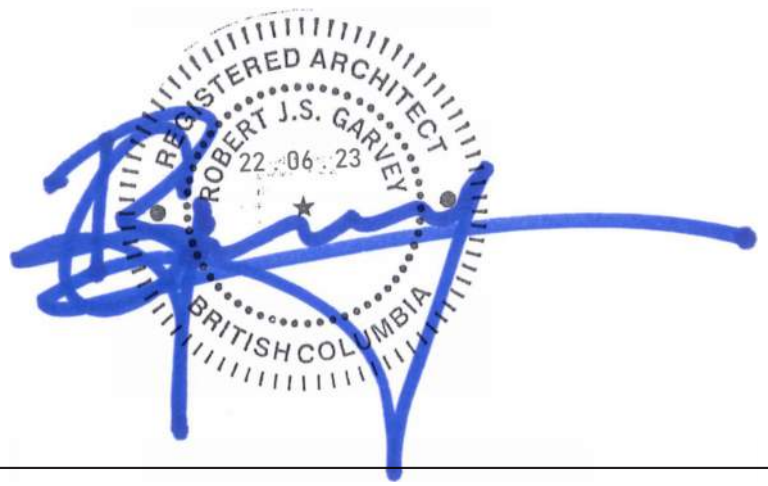
Scale 1:300

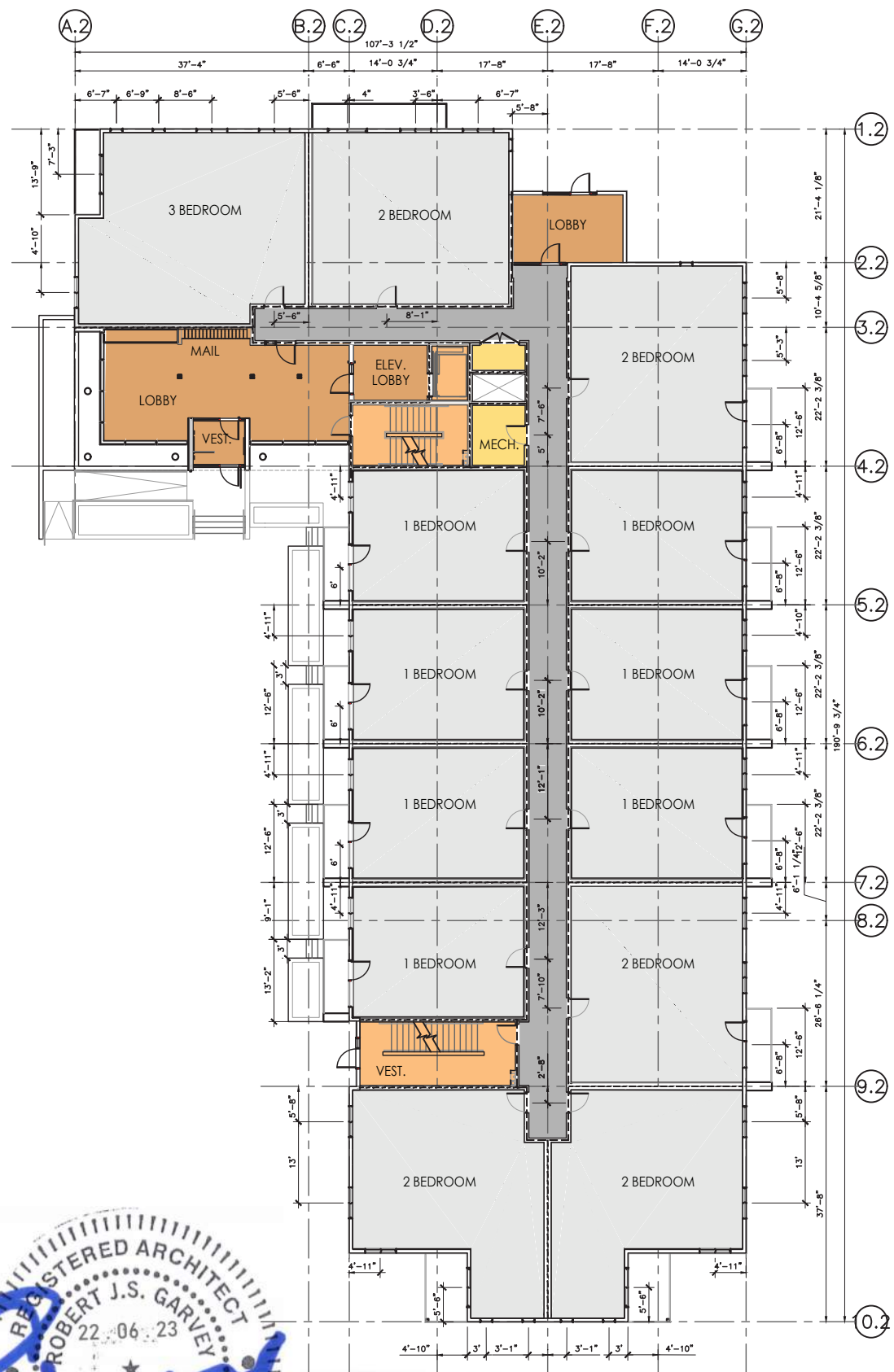


**BUILDING 1 WEST TYPICAL PLAN**  
SCALE 1:300



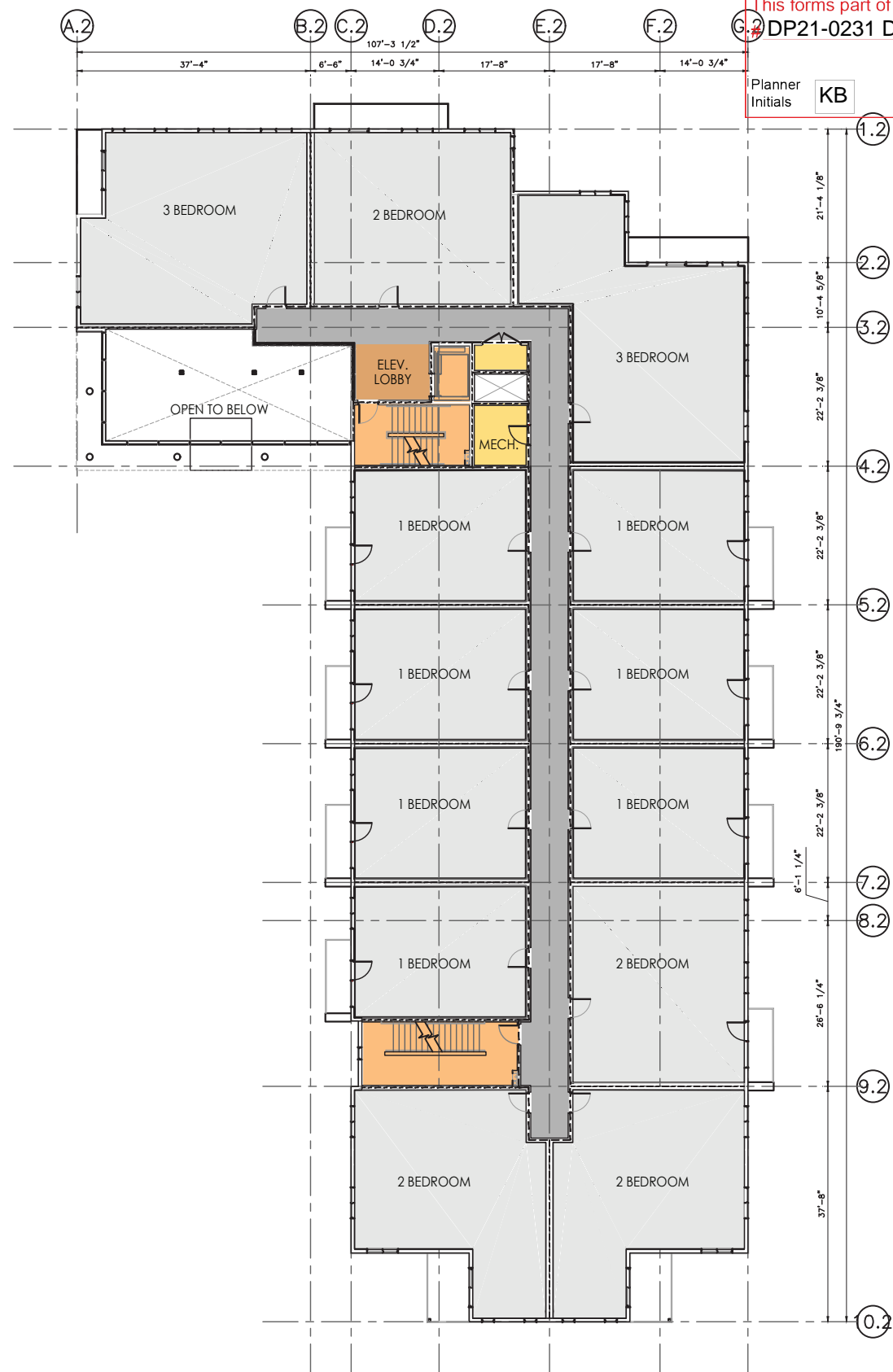
**BUILDING 1 EAST TYPICAL PLAN**  
SCALE 1:300





**BUILDING 2 MAIN FLOOR PLAN**

SCALE 1:300



**BUILDING 2 SECOND FLOOR PLAN**

SCALE 1:300

**SCHEDULE B**

This forms part of application

DP21-0231 DVP21-0232

Planner Initials KB



**Ironclad Developments Inc.**

Project Management  
General Contracting  
Design/ Build

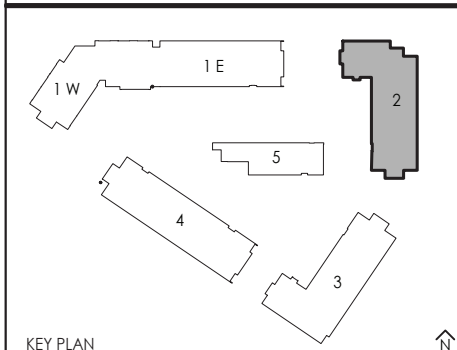
**101-57158**  
Symington Rd.  
Springfield, MB.  
R2J 4L6

PH:  
**204-777-1972**  
info@icdev.ca

Consultant

ROB J.S. GARVEY, ARCHITECT  
MAA, AIBC, LEED AP

201-57158 SYMINGTON RD 20E  
SPRINGFIELD, MB R2J 4L6  
T: 204.227.9274  
E: RGARVEY@A77.CA



- KEY PLAN
- AMENITIES
  - ROOFTOP PATIOS
  - COMMERCIAL
  - SUPPORTING SPACES
  - SUITES
  - LOBBY/ENTRANCE AREA
  - CORRIDOR
  - VERTICAL COMMUNICATION

REV.	DESCRIPTION OF WORK REVISED	DATE

2241 SPRINGFIELD ROAD;  
Kelowna BC.

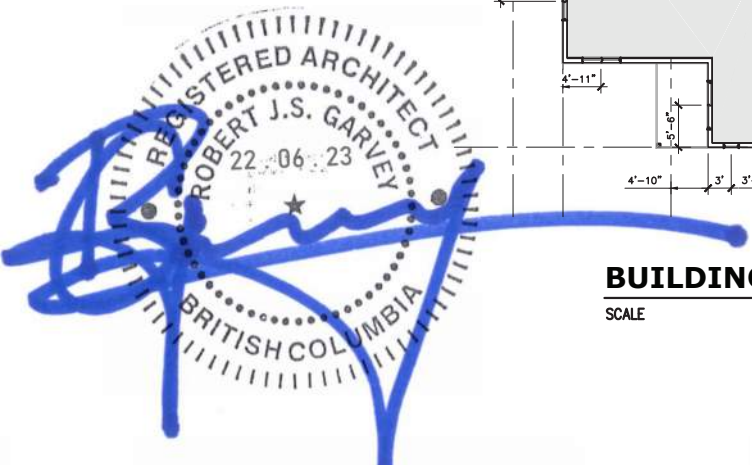
**BUILDING TWO  
MAIN AND SECOND PLAN**

Project Number: 2102

04-30-2020	Rev Date 06-06-2022
Drawn By T.THIMM	Designed By T.THIMM
Checked By R.GARVEY	

**ESP-3.20**

Scale 1:300



**SCHEDULE B**

This forms part of application  
# DP21-0231 DVP21-0232

Planner Initials **KB**

City of **Kelowna**  
DEVELOPMENT PLANNING

**Ironclad Developments Inc.**



Project Management  
General Contracting  
Design/ Build

**101-57158**  
Symington Rd.  
Springfield, MB.  
R2J 4L6

PH:  
**204-777-1972**

**info@icdev.ca**

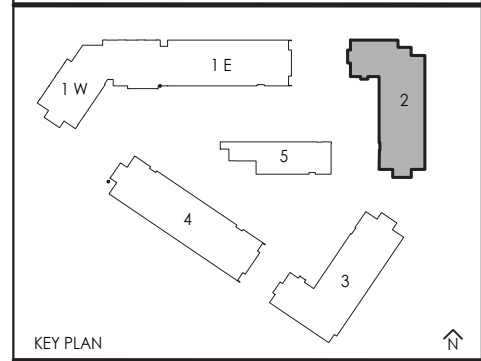
**IRONCLAD DEVELOPMENTS INC.**

Consultant



ROB J.S. GARVEY, ARCHITECT  
MAA, AIBC, LEED AP

201-57158 SYMINGTON RD 20E  
SPRINGFIELD, MB R2J 4L6  
T: 204.227.9274  
E: RGARVEY@A77.CA



- AMENITIES
- ROOFTOP PATIOS
- COMMERCIAL
- SUPPORTING SPACES
- SUITES
- LOBBY/ENTRANCE AREA
- CORRIDOR
- VERTICAL COMMUNICATION

REV.	DESCRIPTION OF WORK REVISED	DATE

2241 SPRINGFIELD ROAD;  
Kelowna BC.

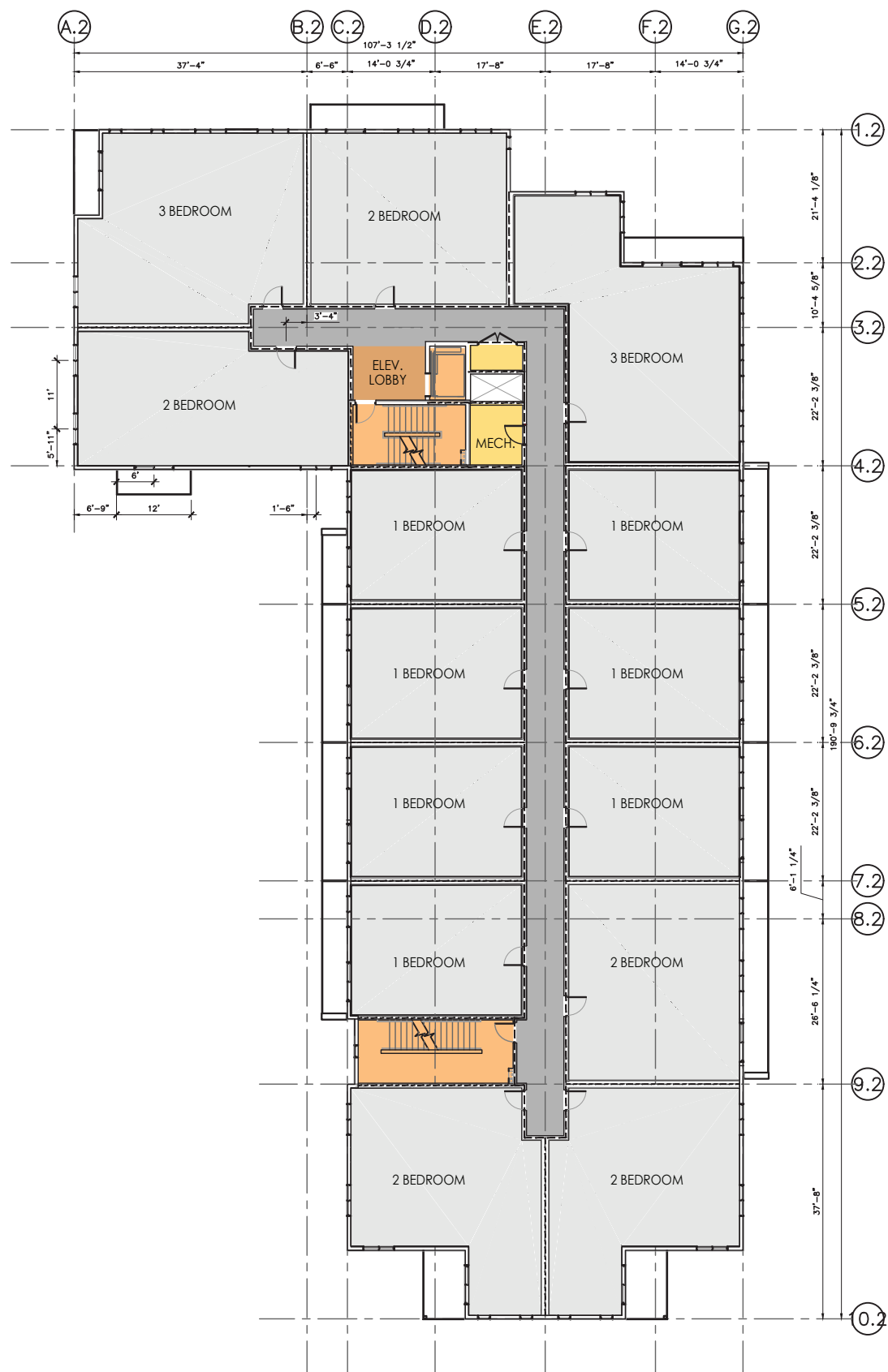
**BUILDING TWO**  
TYPICAL FLOOR PLAN (3-6)

Project Number: 2102

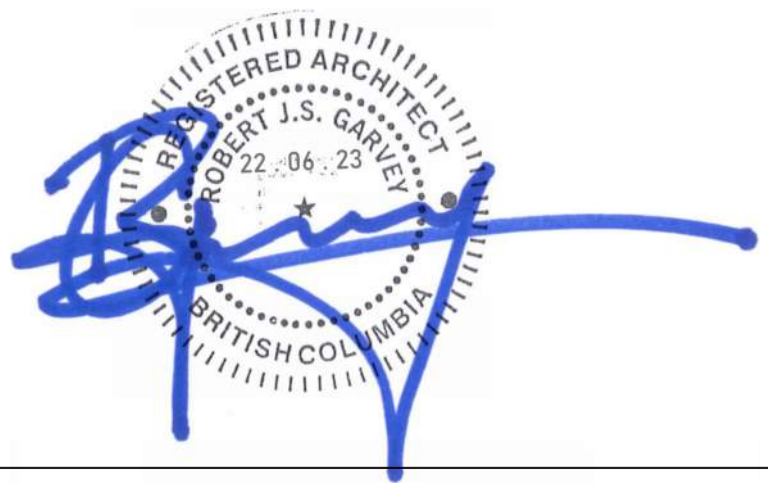
04-30-2020	Rev Date 06-06-2022
Drawn By	T.THIMM
Designed By	T.THIMM
Checked By	R.GARVEY

ESP-3.21

Scale 1:300



**BUILDING 2 TYPICAL FLOOR PLAN**  
SCALE 1:300





**SCHEDULE B**  
 This forms part of application  
 # DP21-0231 DVP21-0232  
 Planner Initials KB  
 City of Kelowna  
 DEVELOPMENT PLANNING

**Ironclad Developments Inc.**

Project Management  
 General Contracting  
 Design/ Build

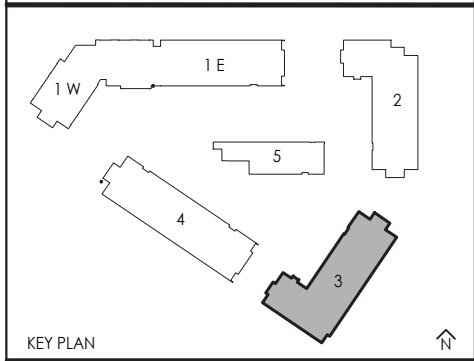
101-57158  
 Symington Rd.  
 Springfield, MB  
 R2J 4L6

PH:  
 204-777-1972

info@icdev.ca

Consultant

ROB J.S. GARVEY, ARCHITECT  
 MAA, AIBC, LEED AP  
 201-57158 SYMINGTON RD 20E  
 SPRINGFIELD, MB R2J 4L6  
 T: 204.227.9274  
 E: RGARVEY@A77.CA



- AMENITIES
- ROOFTOP PATIOS
- COMMERCIAL
- SUPPORTING SPACES
- SUITES
- LOBBY/ENTRANCE AREA
- CORRIDOR
- VERTICAL COMMUNICATION

REV.	DESCRIPTION OF WORK REVISED	DATE

2241 SPRINGFIELD ROAD;  
 Kelowna BC.

BUILDING THREE  
 MAIN AND SECOND  
 FLOOR PLAN

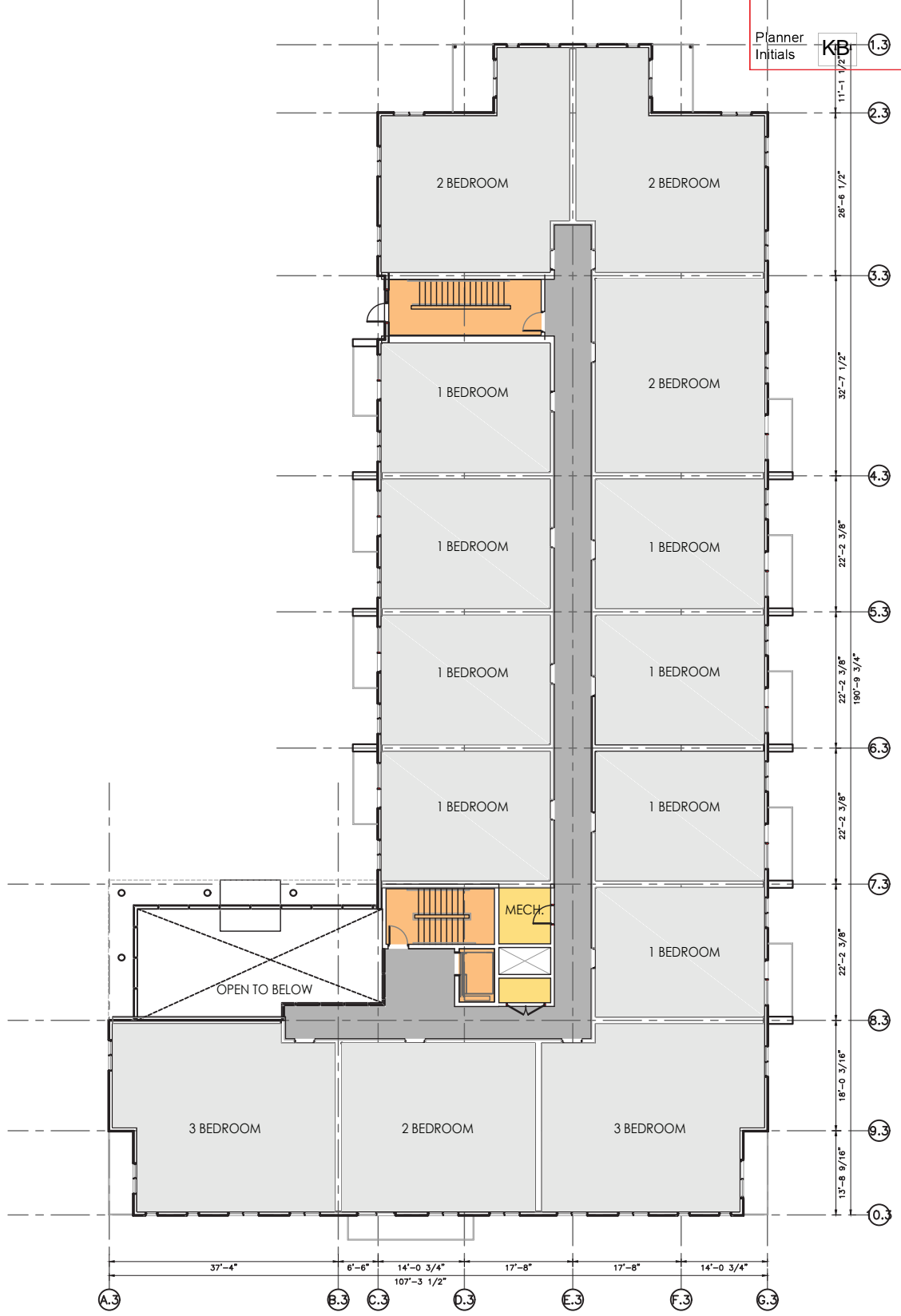
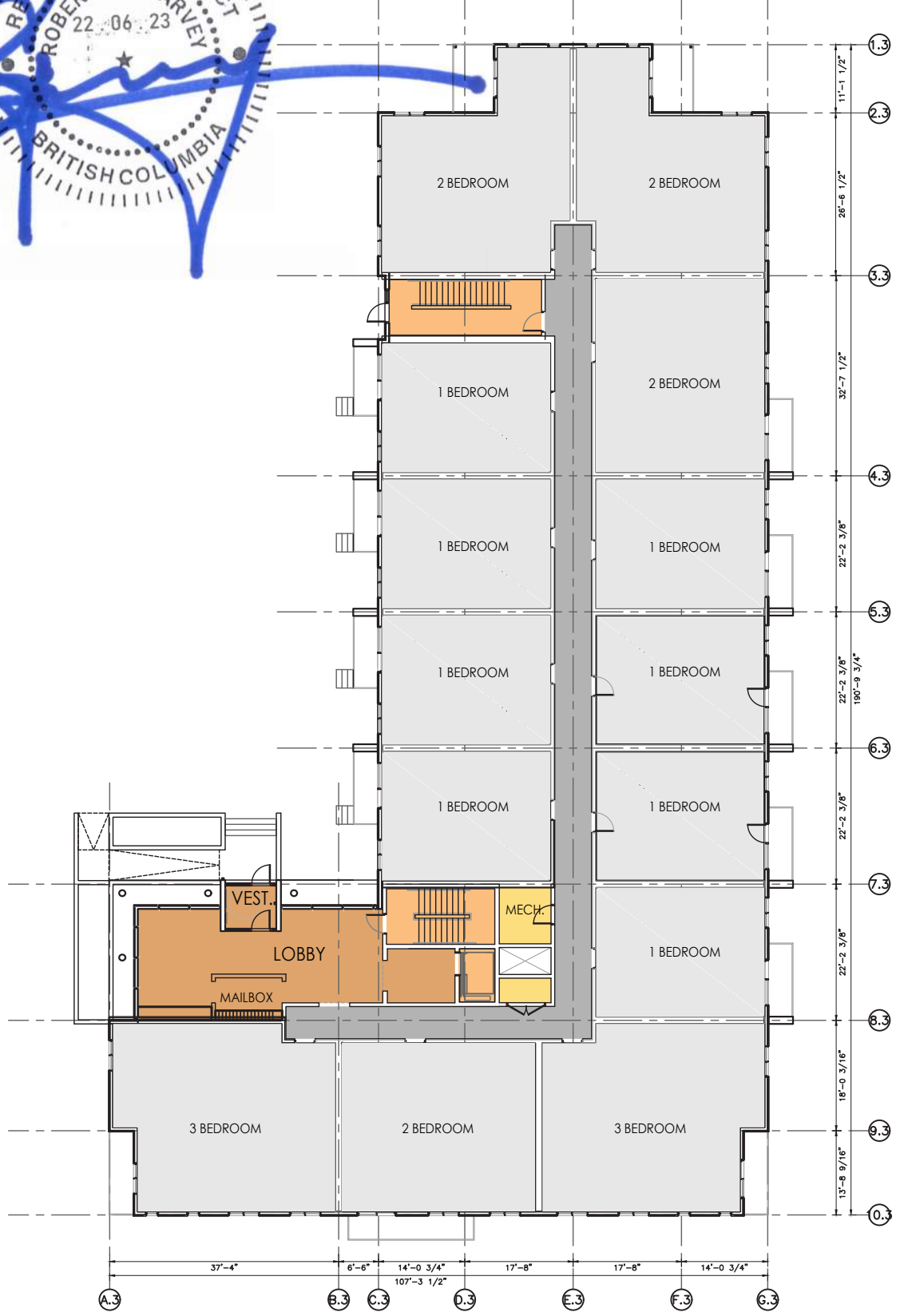
Project Number: 2102

04-30-2020	Rev Date 06-06-2022
------------	---------------------

Drawn By T.THIMM  
 Designed By T.THIMM  
 Checked By R.GARVEY

**ESP-3.30**

Scale 1:300





**SCHEDULE B**

This forms part of application  
# DP21-0231 DVP21-0232

Planner Initials **KB**

City of **Kelowna**  
DEVELOPMENT PLANNING

**Ironclad Developments Inc.**

Project Management  
General Contracting  
Design/ Build

**101-57158**  
Symington Rd.  
Springfield, MB  
R2J 4L6

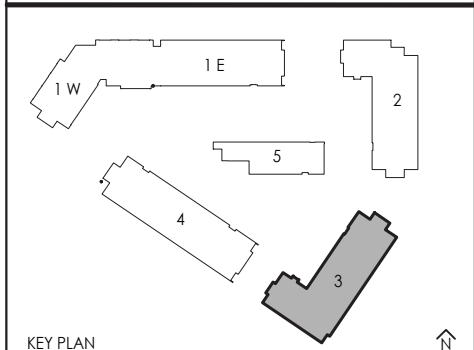
PH:  
**204-777-1972**  
info@icdev.ca

**IRONCLAD DEVELOPMENTS INC.**

Consultant

**ROB J.S. GARVEY, ARCHITECT**  
MAA, AIBC, LEED AP

201-57158 SYMINGTON RD 20E  
SPRINGFIELD, MB R2J 4L6  
T: 204.227.9274  
E: RGARVEY@A77.CA



- AMENITIES
- ROOFTOP PATIOS
- COMMERCIAL
- SUPPORTING SPACES
- SUITES
- LOBBY/ENTRANCE AREA
- CORRIDOR
- VERTICAL COMMUNICATION

REV.	DESCRIPTION OF WORK REVISED	DATE

2241 SPRINGFIELD ROAD;  
Kelowna BC.

**BUILDING THREE**  
TYPICAL (3-5) AND SIXTH  
FLOOR PLAN

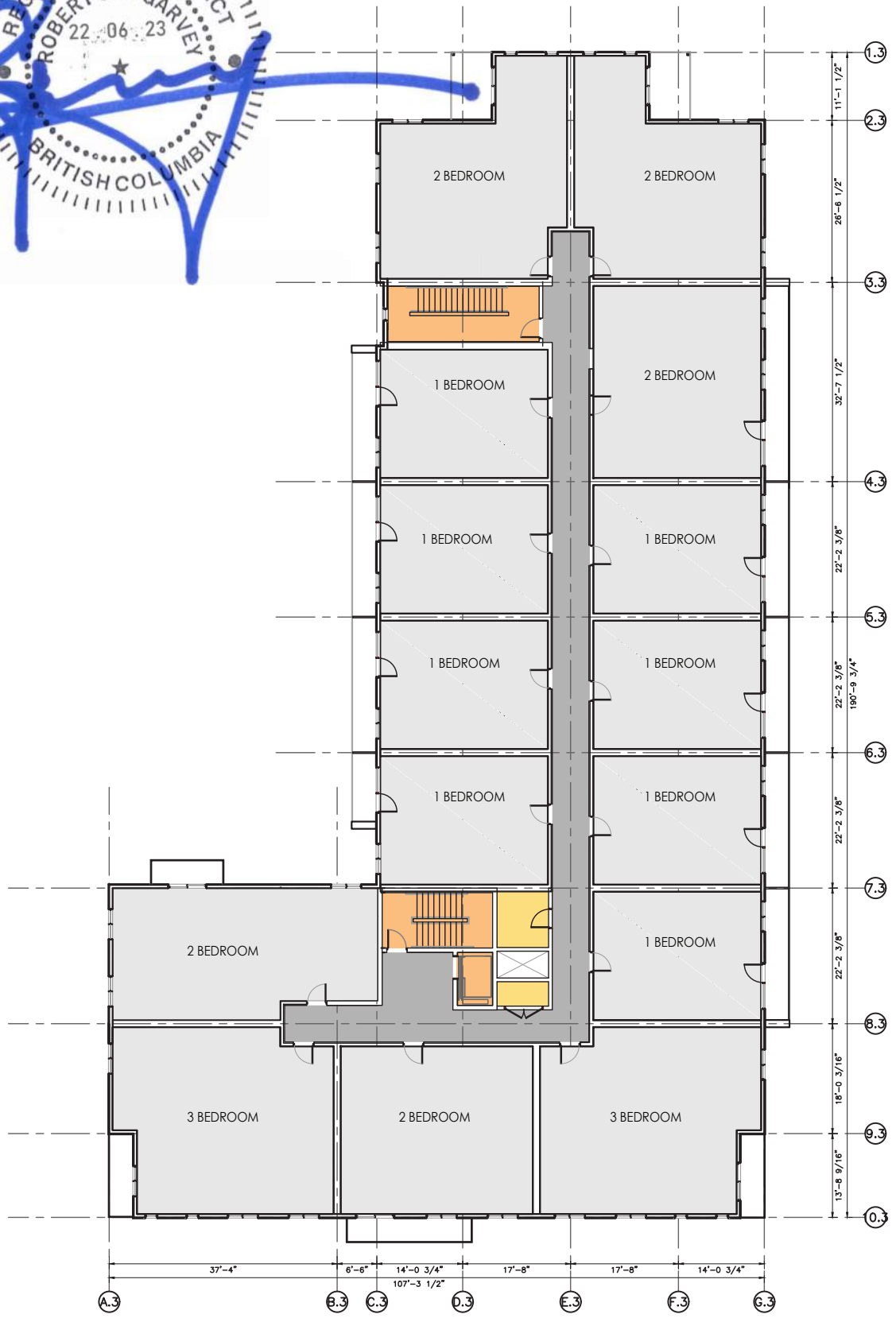
Project Number: 2102

04-30-2020	Rev Date 06-06-2022
------------	---------------------

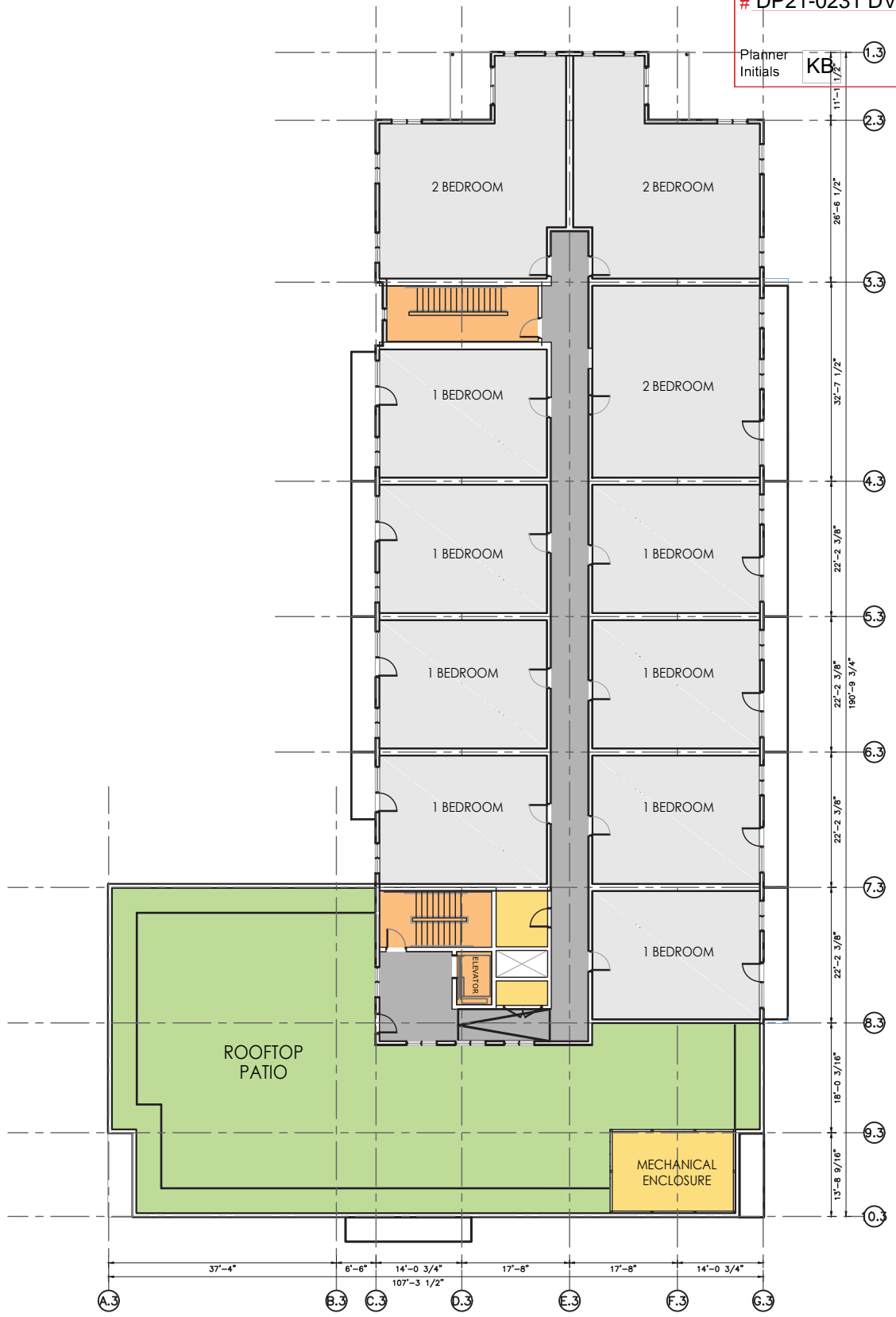
Drawn By T.THIMM  
Designed By T.THIMM  
Checked By R.GARVEY

ESP-3.31

Scale 134



**BUILDING 3 TYPICAL PLAN**  
SCALE 1:300



**BUILDING 3 SIXTH FLOOR PLAN**  
SCALE 1:300



**SCHEDULE B**

This forms part of application  
# DP21-0231 DVP21-0232

Planner Initials **KB**

City of **Kelowna**  
DEVELOPMENT PLANNING

**Ironclad Developments Inc.**



Project Management  
General Contracting  
Design/ Build

**101-57158**  
Symington Rd.  
Springfield, MB.  
R2J 4L6

PH:  
**204-777-1972**

**info@icdev.ca**

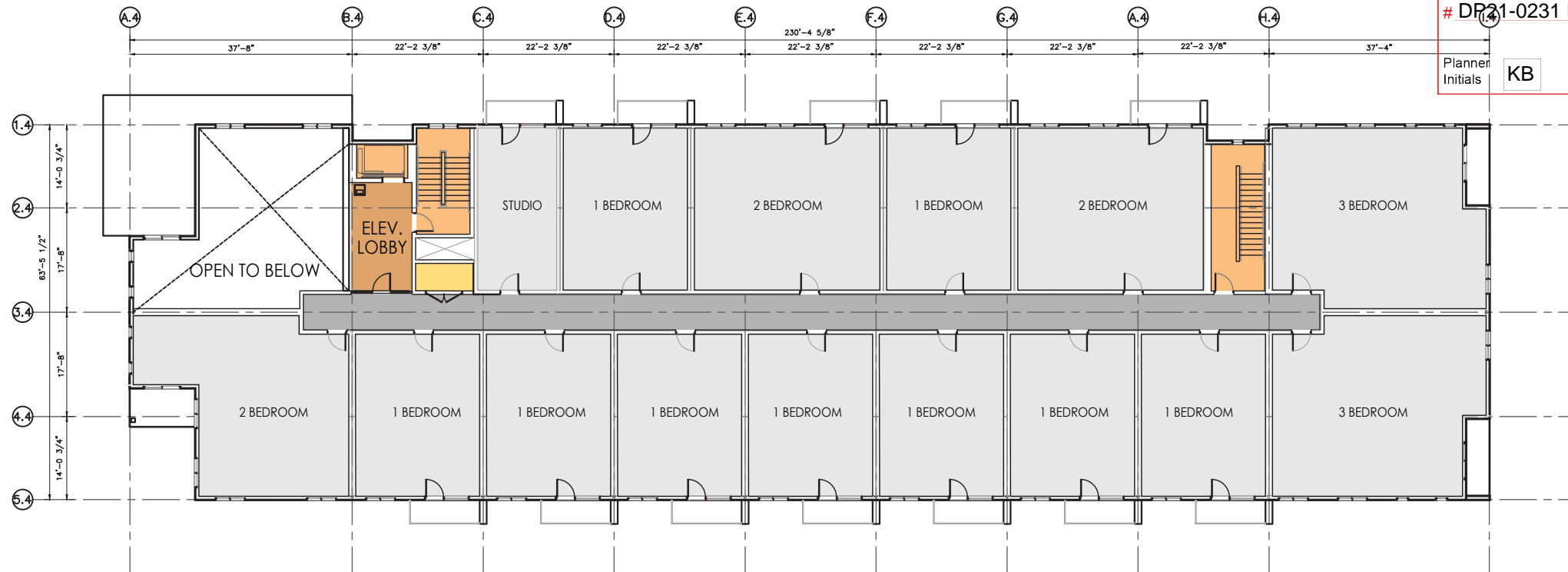
**IRONCLAD DEVELOPMENTS INC.**

Consultant

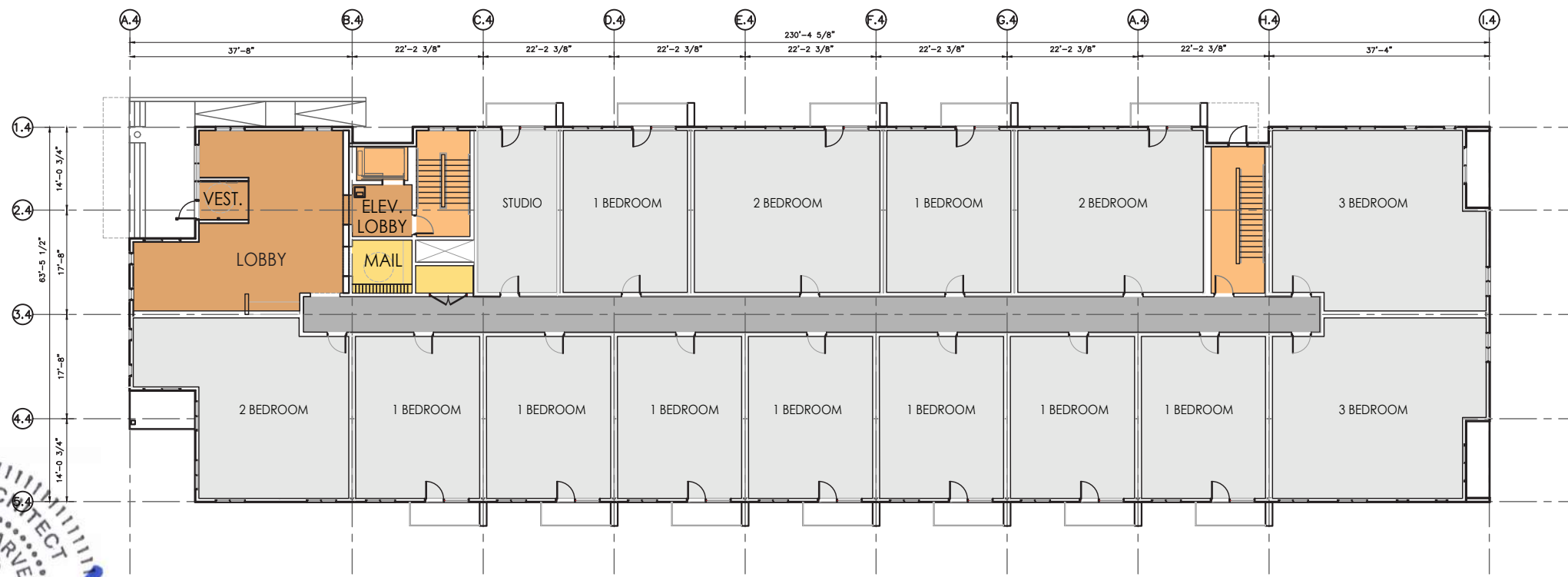


ROB J.S. GARVEY, ARCHITECT  
MAA, AIBC, LEED AP

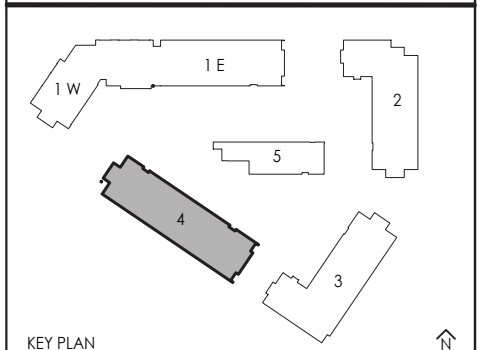
201-57158 SYMINGTON RD 20E  
SPRINGFIELD, MB R2J 4L6  
T: 204.227.9274  
E: RGARVEY@A77.CA



**BUILDING 4 SECOND FLOOR PLAN**  
SCALE 1:300



**BUILDING 4 MAIN FLOOR PLAN**  
SCALE 1:300



- AMENITIES
- ROOFTOP PATIOS
- COMMERCIAL
- SUPPORTING SPACES
- SUITES
- LOBBY/ENTRANCE AREA
- CORRIDOR
- VERTICAL COMMUNICATION

REV.	DESCRIPTION OF WORK REVISED	DATE

2241 SPRINGFIELD ROAD;  
Kelowna BC.

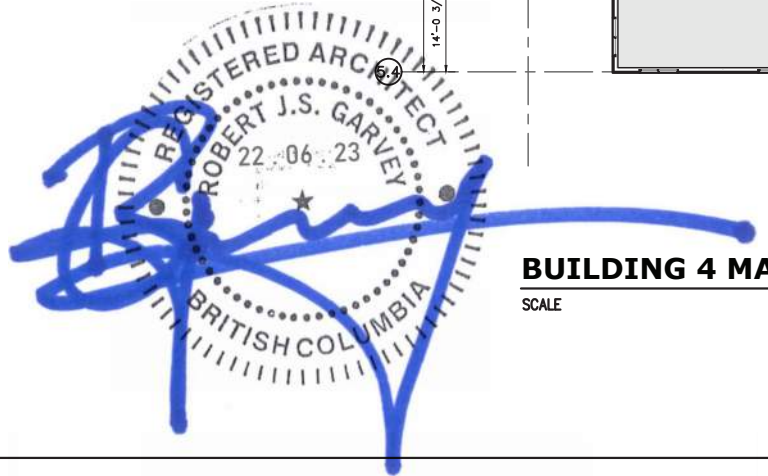
**BUILDING FOUR  
MAIN AND SECOND FLOOR  
PLAN**

Project Number: 2102

04-30-2020	Rev Date 06-06-2022
Drawn By T.THIMM	Designed By T.THIMM
Checked By R.GARVEY	

**ESP-3.40**

Scale 1:300



**SCHEDULE B**

This forms part of application  
 # DP21-0231 DVP21-0232

Planner Initials **KB**

City of Kelowna  
 DEVELOPMENT PLANNING

**Ironclad Developments Inc.**



Project Management  
 General Contracting  
 Design/ Build

**101-57158**  
 Symington Rd.  
 Springfield, MB.  
 R2J 4L6

PH:  
**204-777-1972**

**info@icdev.ca**

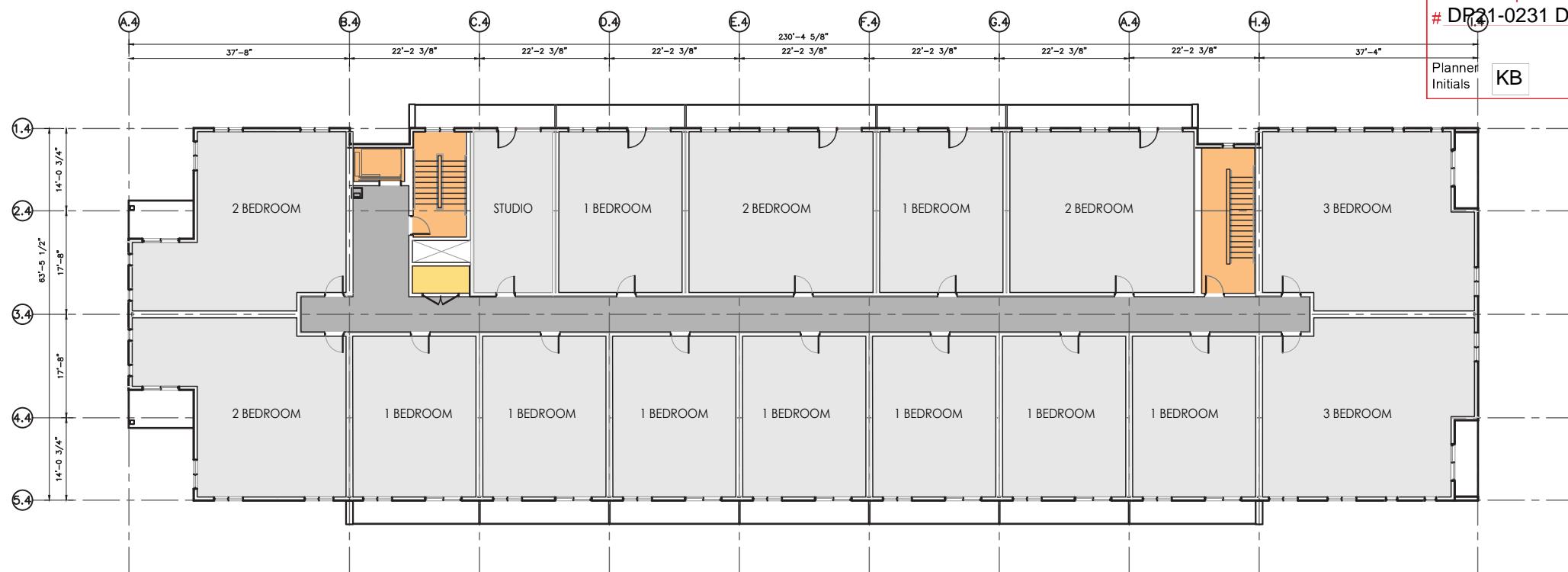
**IRONCLAD DEVELOPMENTS INC.**

Consultant

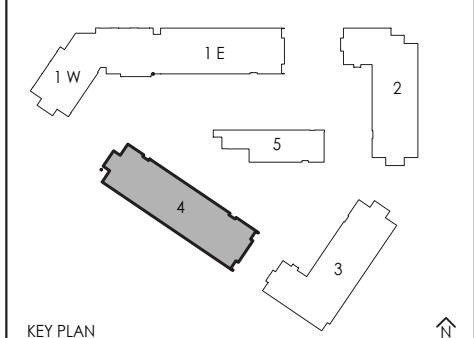


ROB J.S. GARVEY, ARCHITECT  
 MAA, AIBC, LEED AP

201-57158 SYMINGTON RD 20E  
 SPRINGFIELD, MB R2J 4L6  
 T: 204.227.9274  
 E: RGARVEY@A77.CA

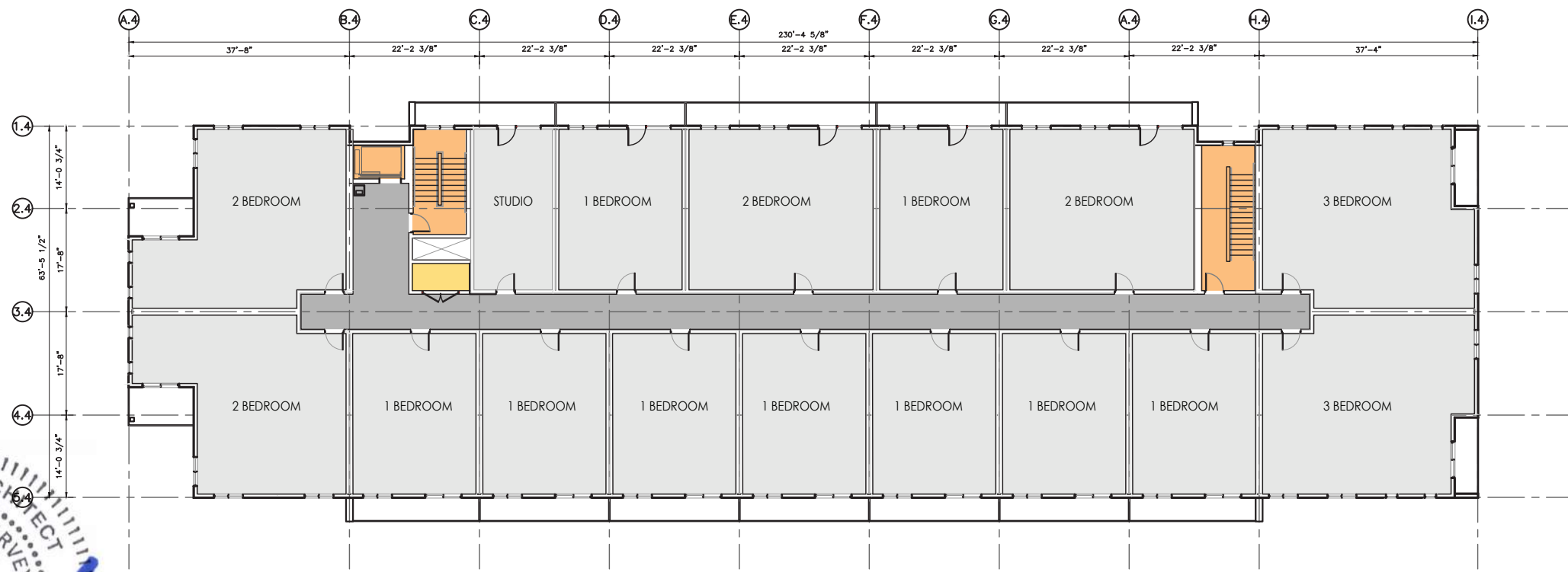


**BUILDING 4 FIFTH FLOOR PLAN**  
 SCALE 1:300

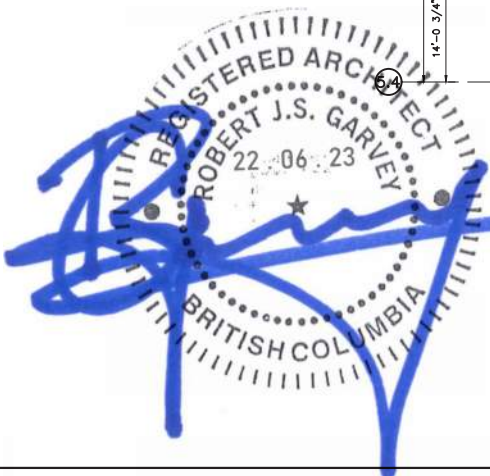


- AMENITIES
- ROOFTOP PATIOS
- COMMERCIAL
- SUPPORTING SPACES
- SUITES
- LOBBY/ENTRANCE AREA
- CORRIDOR
- VERTICAL COMMUNICATION

REV.	DESCRIPTION OF WORK REVISED	DATE



**BUILDING 4 TYPICAL FLOOR PLAN**  
 SCALE 1:300



2241 SPRINGFIELD ROAD;  
 Kelowna BC.

**BUILDING FOUR  
 TYPICAL (3-4) AND FIFTH  
 FLOOR PLAN**

Project Number: 2004	06-06-2022
04-30-2020	Rev Date
Drawn By	T.THIMM
Designed By	T.THIMM
Checked By	R.GARVEY

ESP-3.41

Scale 136



**SCHEDULE B**

This forms part of application  
 # DP21-0231 DVP21-0232

Planner Initials **KB**

City of **Kelowna**  
 DEVELOPMENT PLANNING

**Ironclad Developments Inc.**



Project Management  
 General Contracting  
 Design/ Build

**101-57158**  
**Symington Rd.**  
**Springfield, MB.**  
**R2J 4L6**

PH:  
**204-777-1972**

**info@icdev.ca**

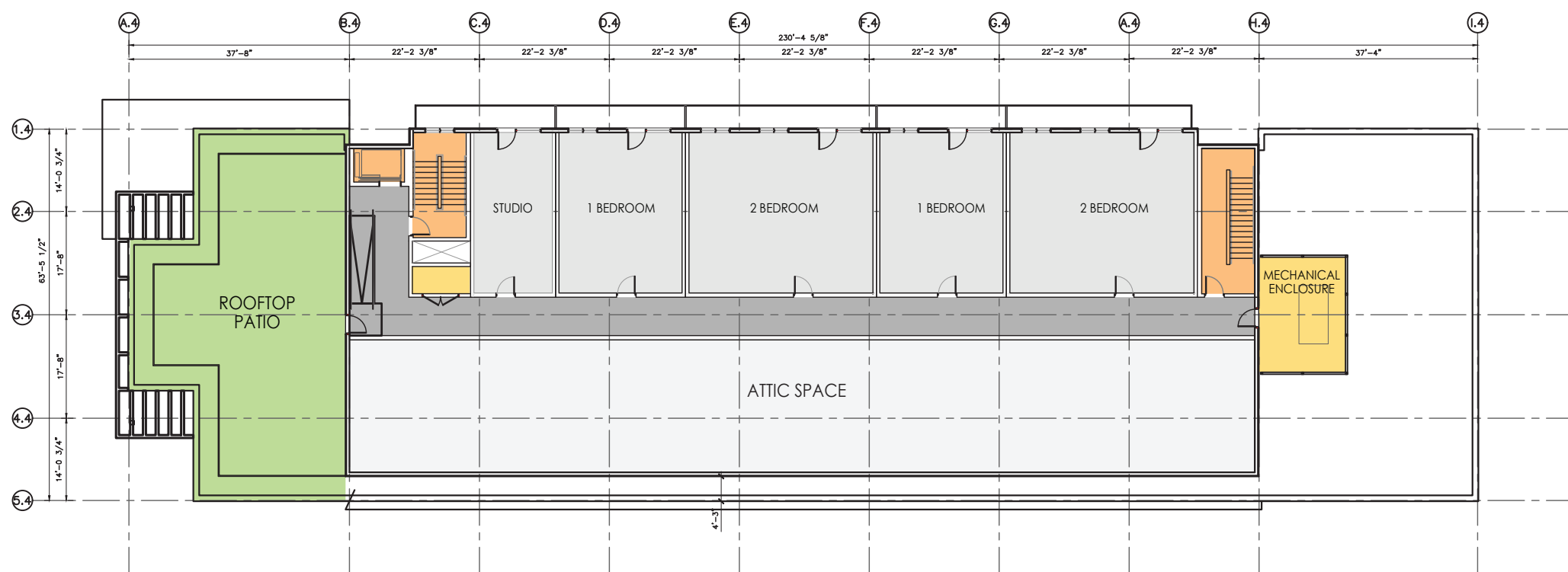
**IRONCLAD DEVELOPMENTS INC.**

Consultant

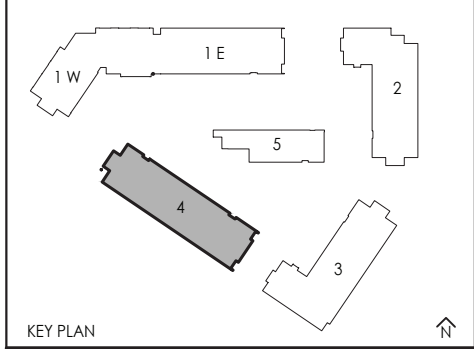


ROB J.S. GARVEY, ARCHITECT  
 MAA, AIBC, LEED AP

201-57158 SYMINGTON RD 20E  
 SPRINGFIELD, MB R2J 4L6  
 T: 204.227.9274  
 E: RGARVEY@A77.CA



**BUILDING 4 SIXTH FLOOR PLAN**  
 SCALE 1:300



- KEY PLAN
- AMENITIES
  - ROOFTOP PATIOS
  - COMMERCIAL
  - SUPPORTING SPACES
  - SUITES
  - LOBBY/ENTRANCE AREA
  - CORRIDOR
  - VERTICAL COMMUNICATION

REV.	DESCRIPTION OF WORK REVISED	DATE

2241 SPRINGFIELD ROAD;  
 Kelowna BC.

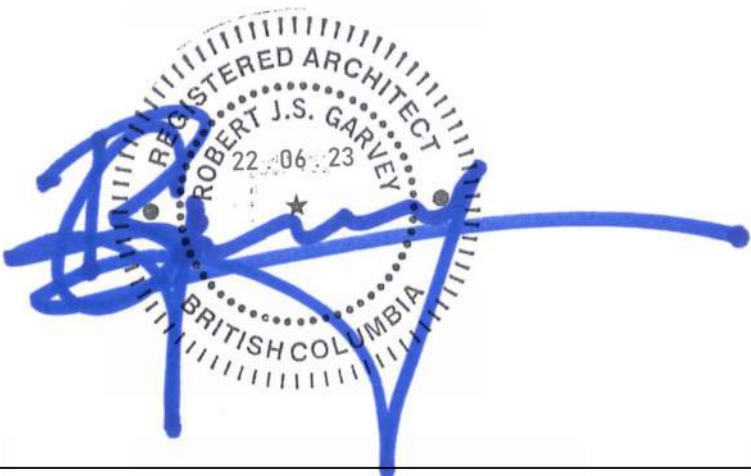
BUILDING FOUR  
 SIXTH  
 FLOOR PLAN

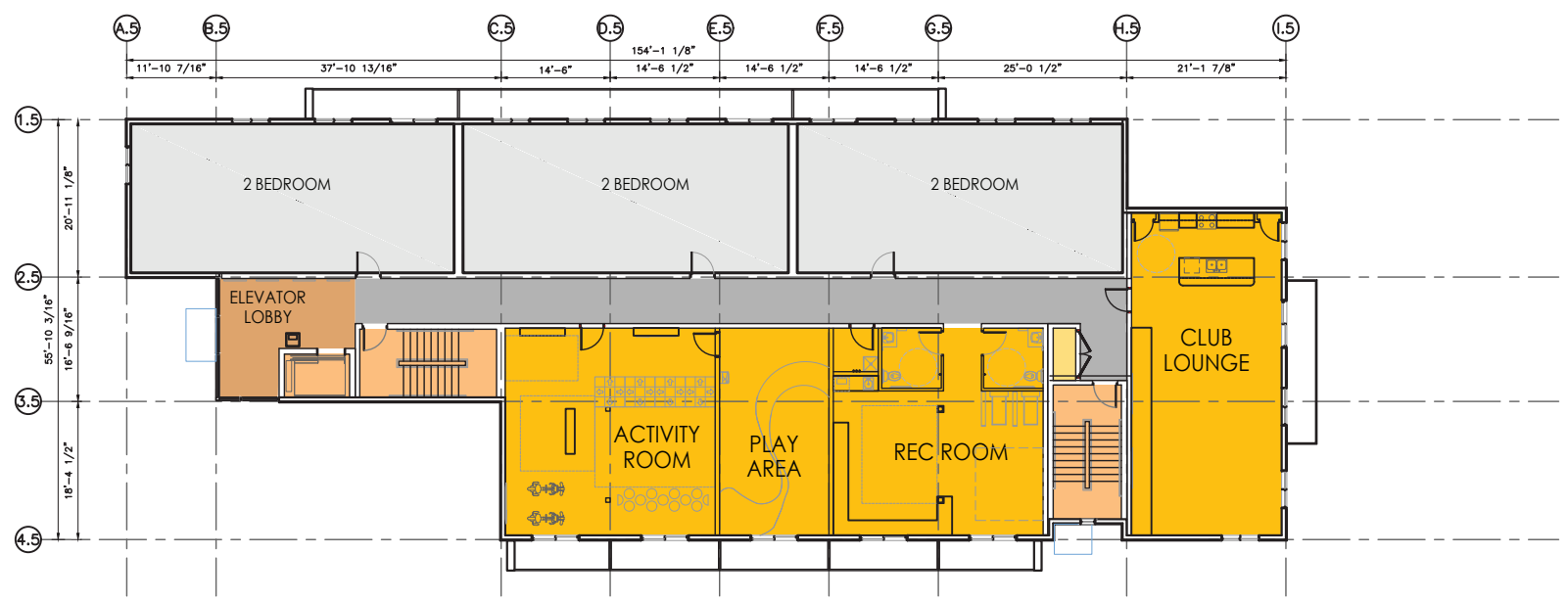
Project Number: 2102

04-30-2020	Rev Date 06-06-2022
Drawn By	T.THIMM
Designed By	T.THIMM
Checked By	R.GARVEY

**ESP-3.42**

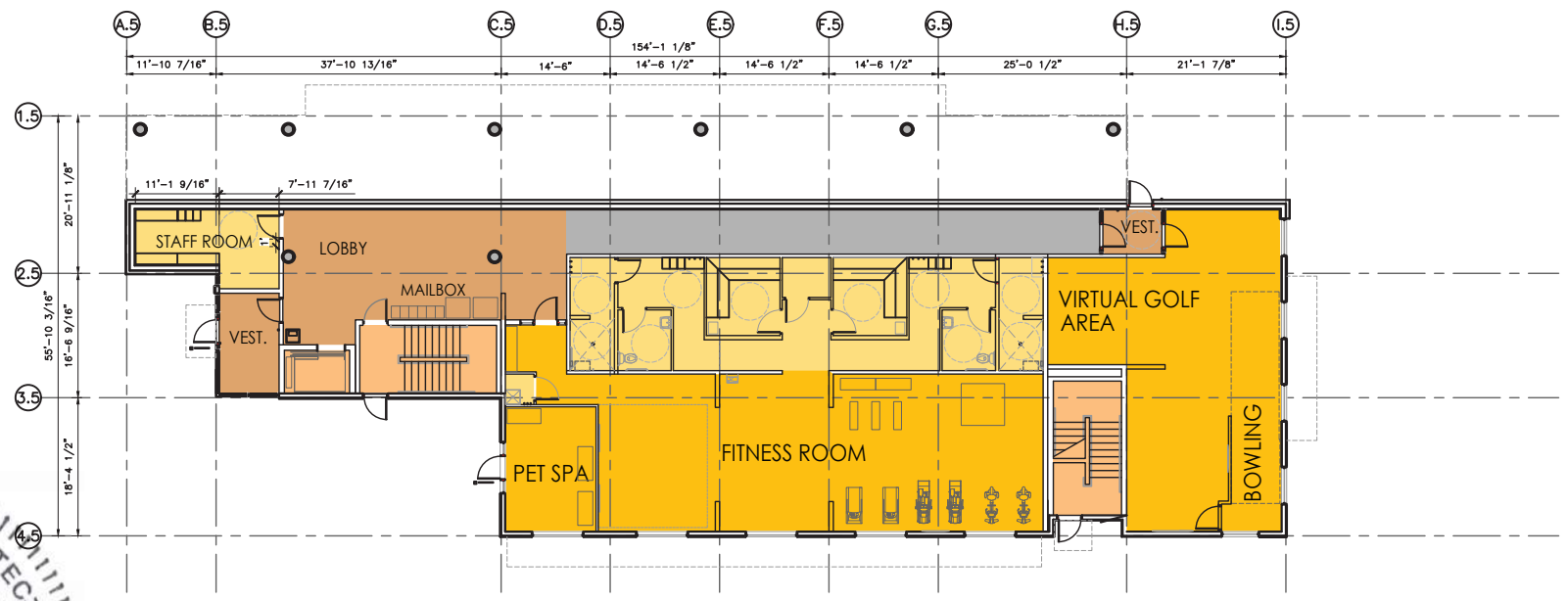
Scale 1:300





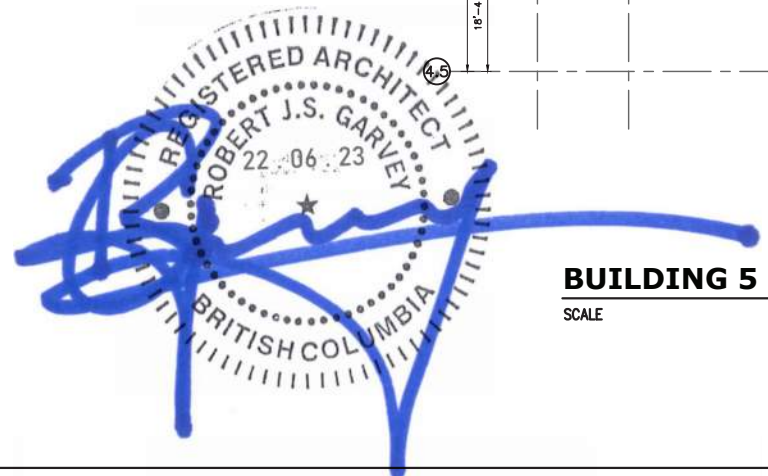
**BUILDING 5 SECOND FLOOR PLAN**

SCALE 1:300



**BUILDING 5 MAIN FLOOR PLAN**

SCALE 1:300



**SCHEDULE B**

This forms part of application  
# DP21-0231 DVP21-0232

Planner Initials **KB**

City of **Kelowna**  
DEVELOPMENT PLANNING

**Ironclad Developments Inc.**

Project Management  
General Contracting  
Design/ Build

**101-57158**  
Symington Rd.  
Springfield, MB  
R2J 4L6

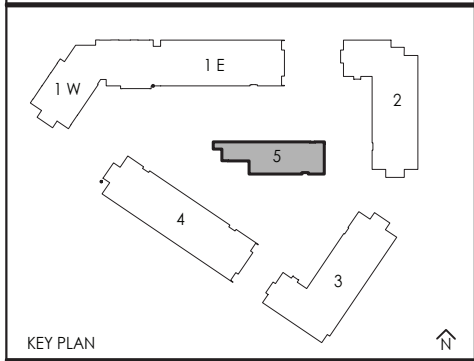
PH:  
**204-777-1972**

info@icdev.ca

Consultant

ROB J.S. GARVEY, ARCHITECT  
MAA, AIBC, LEED AP

201-57158 SYMINGTON RD 20E  
SPRINGFIELD, MB R2J 4L6  
T: 204.227.9274  
E: RGARVEY@A77.CA



- AMENITIES
- ROOFTOP PATIOS
- COMMERCIAL
- SUPPORTING SPACES
- SUITES
- LOBBY/ENTRANCE AREA
- CORRIDOR
- VERTICAL COMMUNICATION

REV.	DESCRIPTION OF WORK REVISED	DATE

2241 SPRINGFIELD ROAD;  
Kelowna BC.

**BUILDING FIVE  
MAIN AND SECOND  
FLOOR PLAN**

Project Number: 2102

04-30-2020	Rev Date 06-06-2022
Drawn By T.THIMM	Designed By T.THIMM
Checked By R.GARVEY	



**ESP-3.50**

**SCHEDULE B**

This forms part of application  
# DP21-0231 DVP21-0232

Planner Initials **KB**

City of **Kelowna**  
DEVELOPMENT PLANNING

**Ironclad Developments Inc.**



Project Management  
General Contracting  
Design/ Build

**101-57158**  
Symington Rd.  
Springfield, MB.  
R2J 4L6

PH:  
**204-777-1972**

**info@icdev.ca**

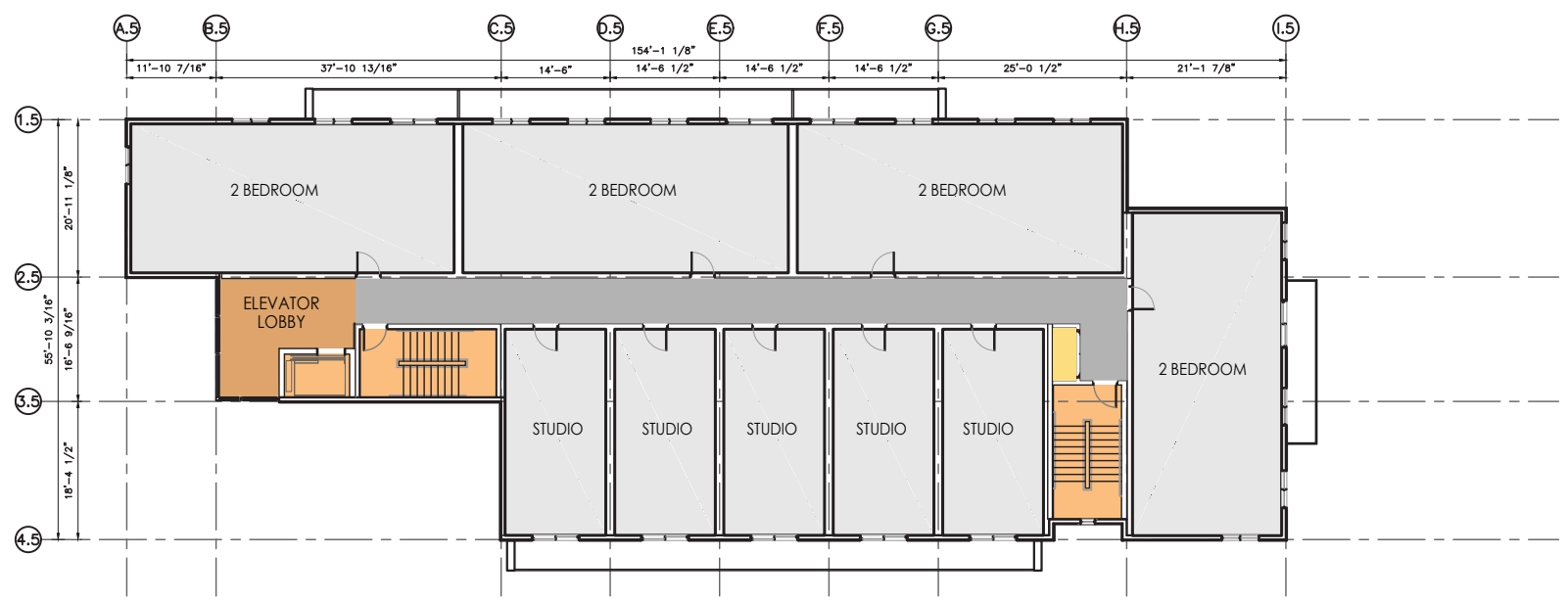
**IRONCLAD DEVELOPMENTS INC.**

Consultant

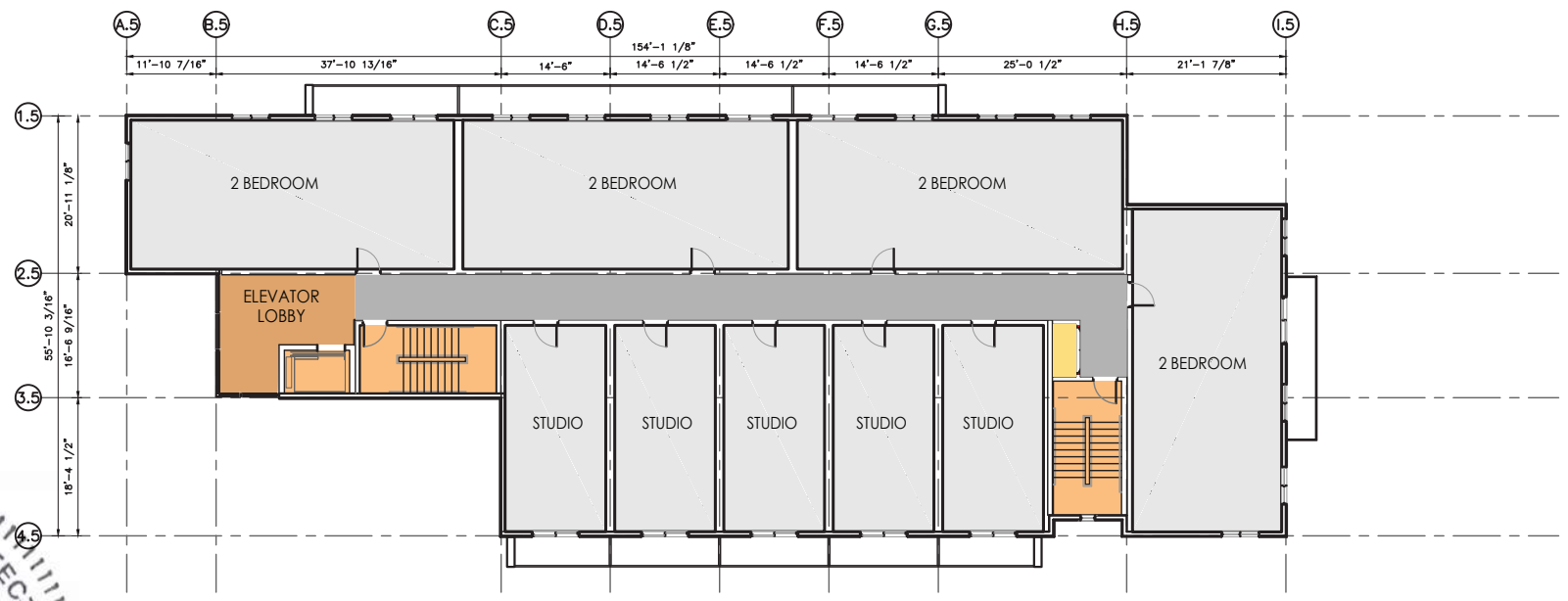


ROB J.S. GARVEY, ARCHITECT  
MAA, AIBC, LEED AP

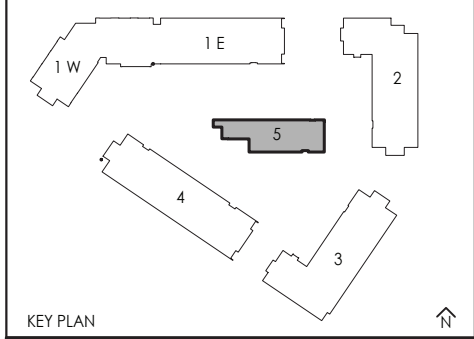
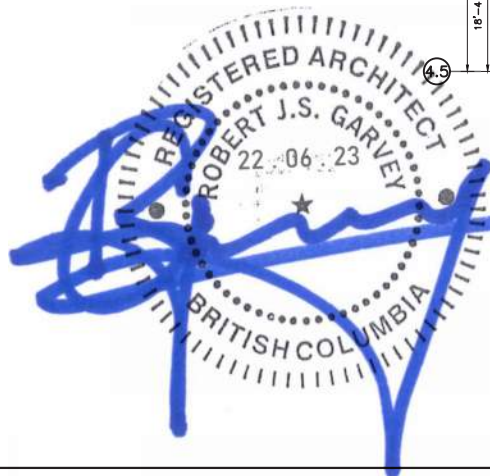
201-57158 SYMINGTON RD 20E  
SPRINGFIELD, MB R2J 4L6  
T: 204.227.9274  
E: RGARVEY@A77.CA



**BUILDING 5 FOURTH FLOOR PLAN**  
SCALE 1:300



**BUILDING 5 THIRD FLOOR PLAN**  
SCALE 1:300



- AMENITIES
- ROOFTOP PATIOS
- COMMERCIAL
- SUPPORTING SPACES
- SUITES
- LOBBY/ENTRANCE AREA
- CORRIDOR
- VERTICAL COMMUNICATION

REV.	DESCRIPTION OF WORK REVISED	DATE

2241 SPRINGFIELD ROAD;  
Kelowna BC.

**BUILDING FIVE  
THIRD AND FOURTH  
FLOOR PLAN**

Project Number: 2102

04-30-2020	Rev Date 06-06-2022
Drawn By T.THIMM	Designed By T.THIMM
Checked By R.GARVEY	

**ESP-3.51**



**SCHEDULE B**

This forms part of application  
# DP21-0231 DVP21-0232

Planner Initials **KB**



**Ironclad Developments Inc.**



**IRONCLAD DEVELOPMENTS INC.**

Project Management  
General Contracting  
Design/ Build

**101-57158**  
Symington Rd.  
Springfield, MB.  
R2J 4L6

PH:  
**204-777-1972**

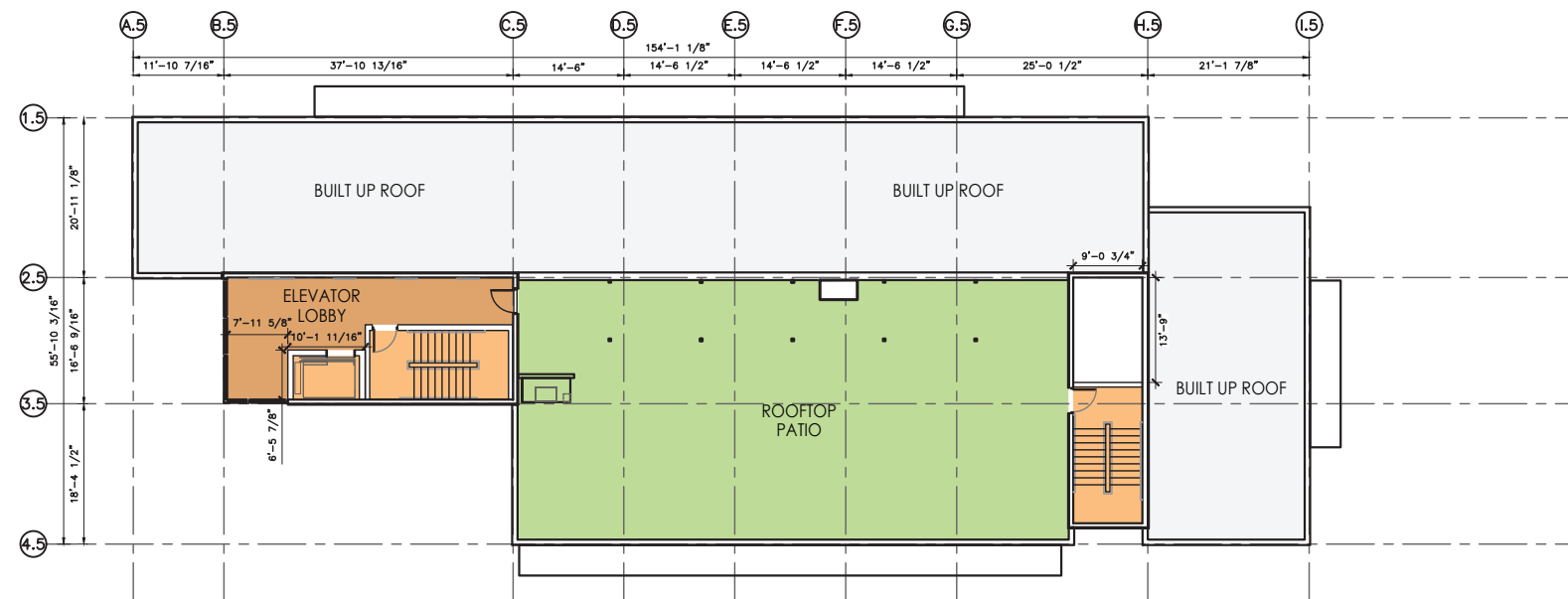
info@icdev.ca

Consultant



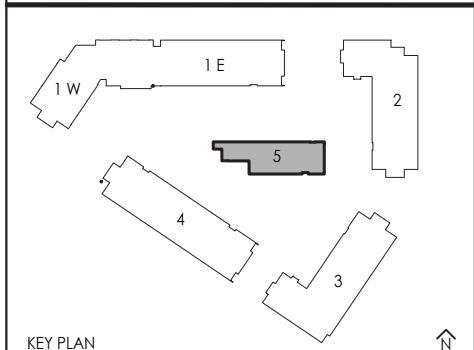
**ROB J.S. GARVEY, ARCHITECT**  
MAA, AIBC, LEED AP

201-57158 SYMINGTON RD 20E  
SPRINGFIELD, MB R2J 4L6  
T: 204.227.9274  
E: RGARVEY@A77.CA



**BUILDING 5 FIFTH FLOOR PLAN**

SCALE 1:300



KEY PLAN

	AMENITIES		ROOFTOP PATIOS
	COMMERCIAL		SUPPORTING SPACES
	SUITES		LOBBY/ENTRANCE AREA
	CORRIDOR		VERTICAL COMMUNICATION

REV.	DESCRIPTION OF WORK REVISED	DATE

2241 SPRINGFIELD ROAD;  
Kelowna BC.

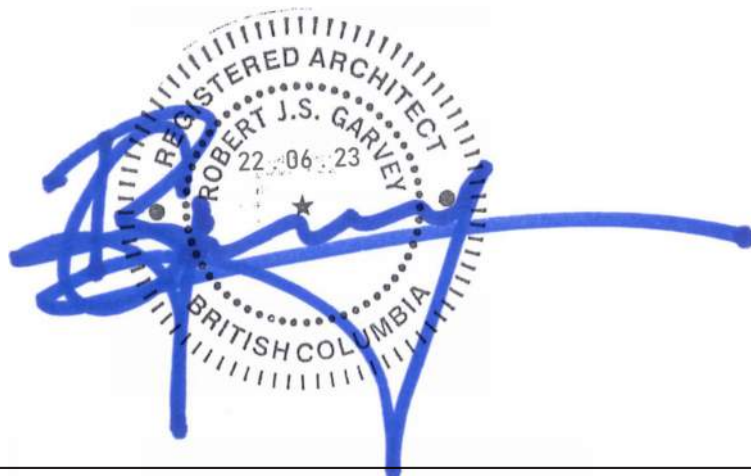
**BUILDING FIVE  
FIFTH FLOOR PLAN**

Project Number: 2102

04-30-2020	Rev Date 06-06-2022
Drawn By	T.THIMM
Designed By	T.THIMM
Checked By	R.GARVEY

**ESP-3.52**

Scale 1/4"=1'-0"

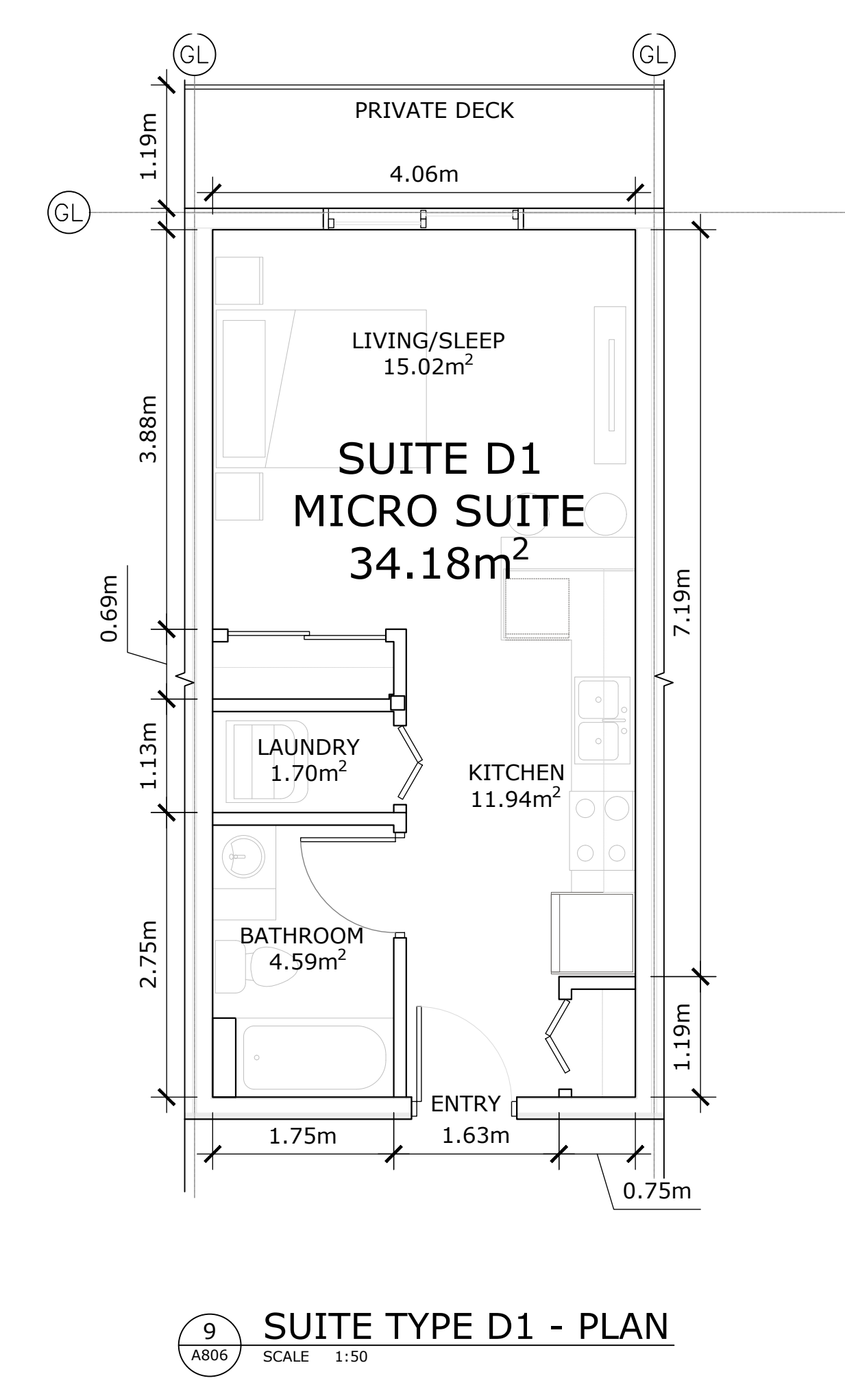
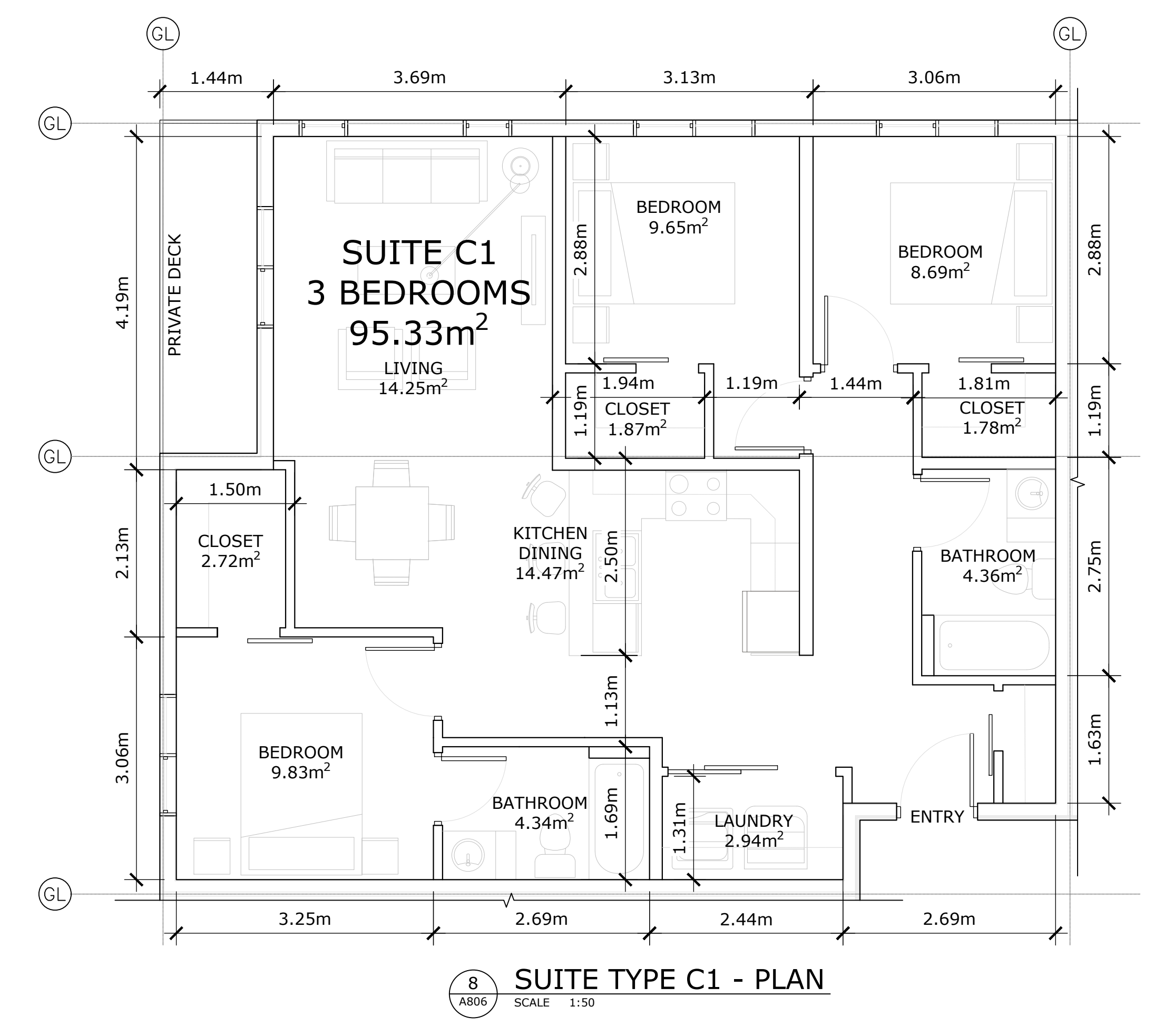
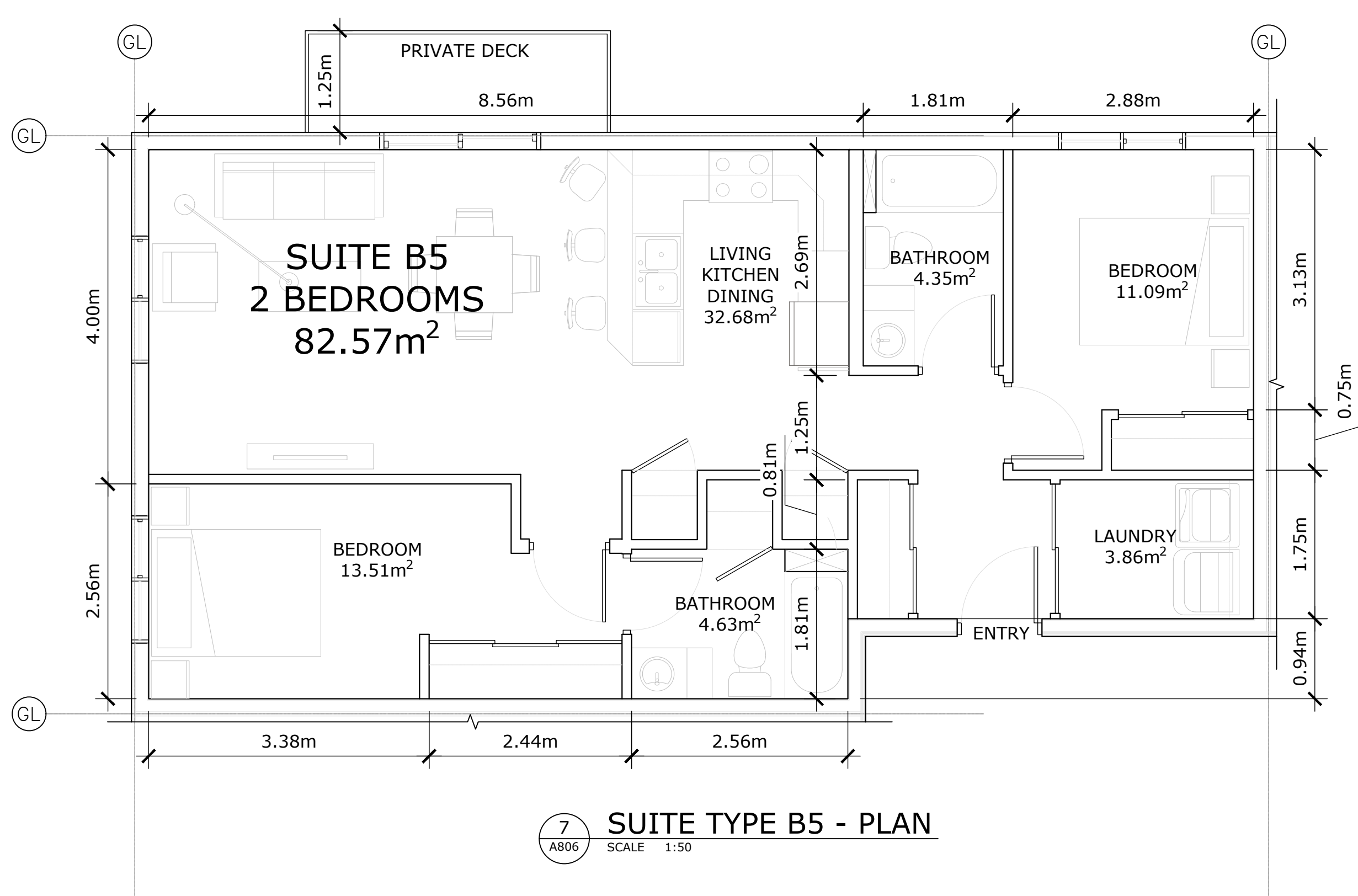
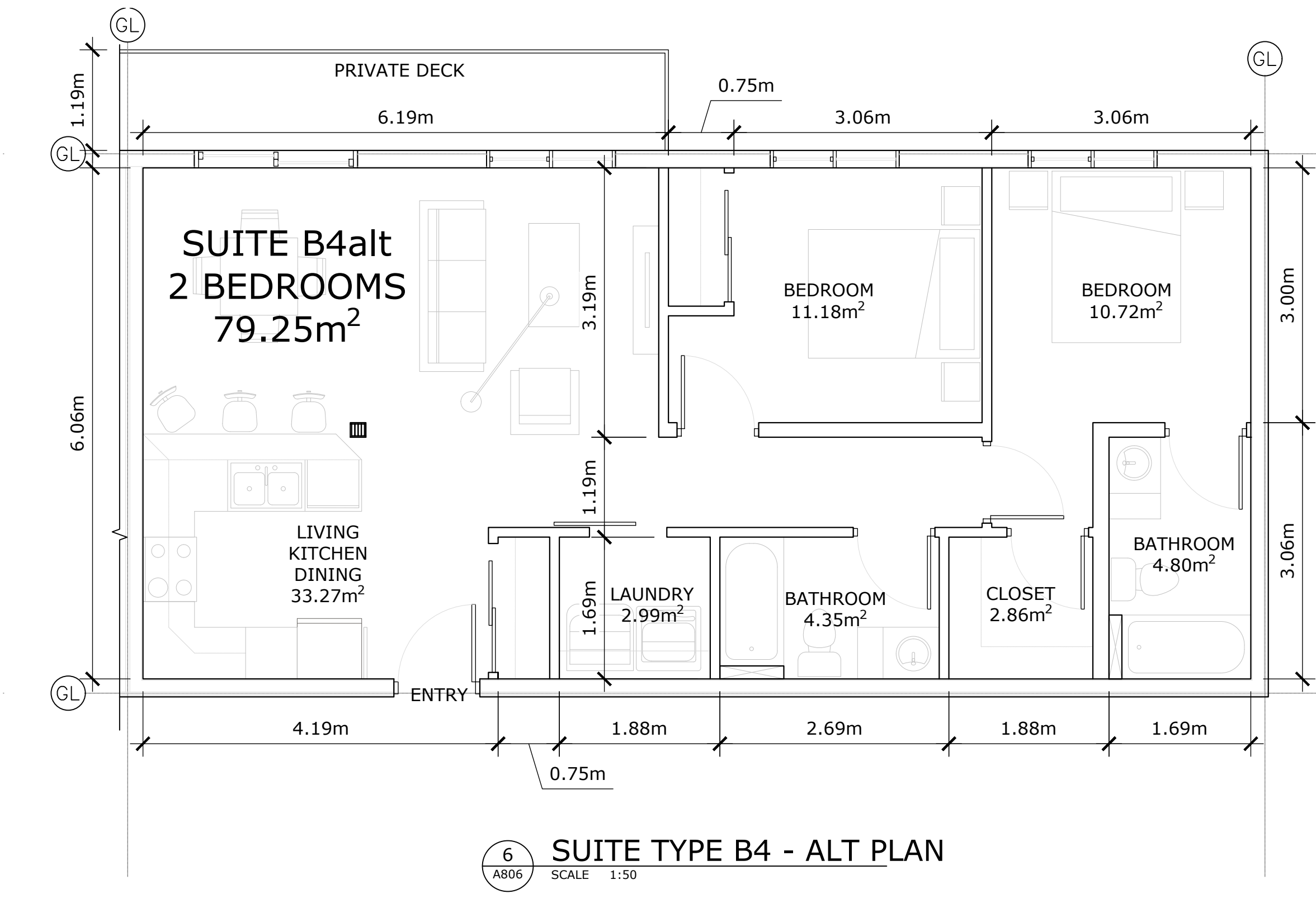
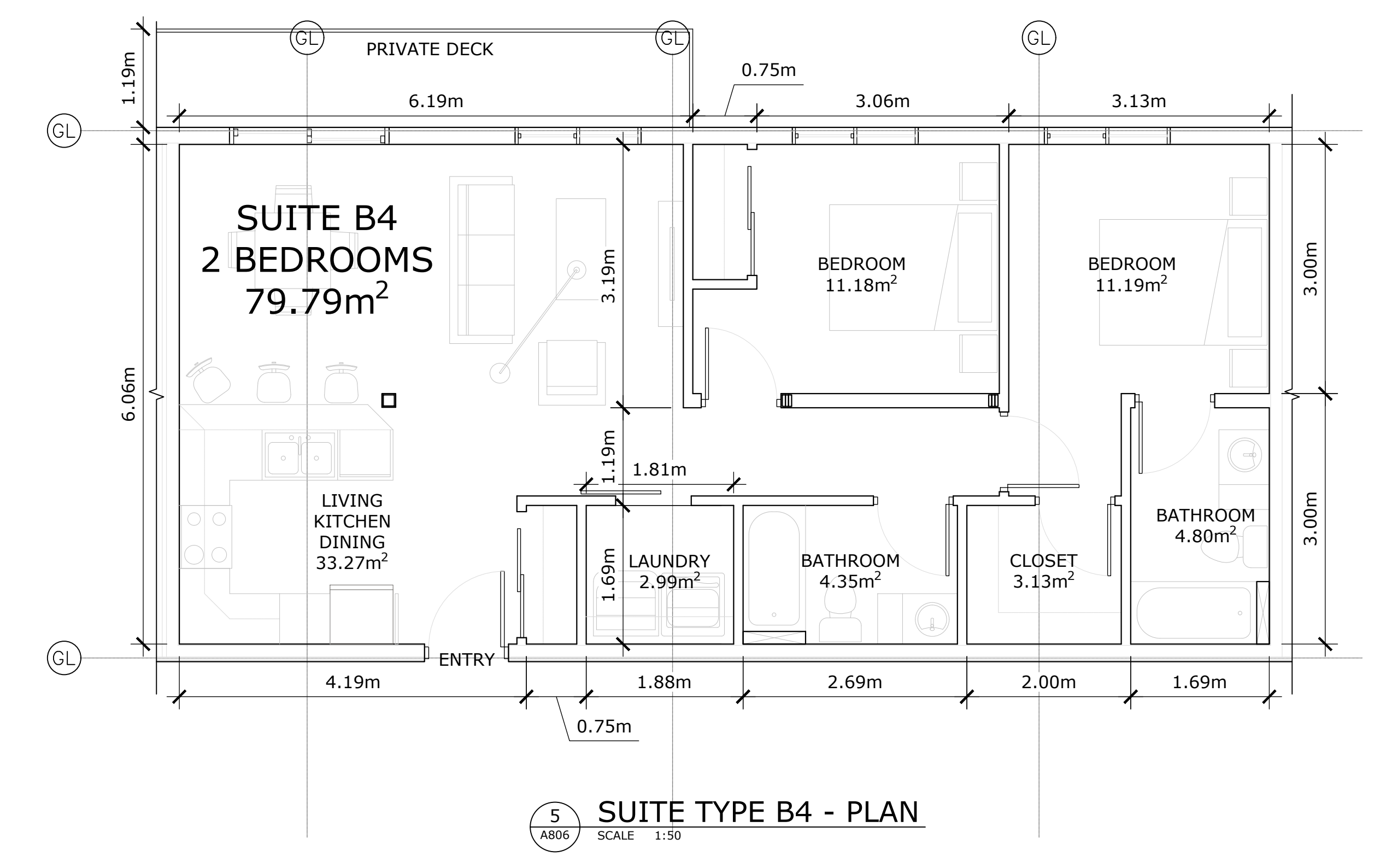
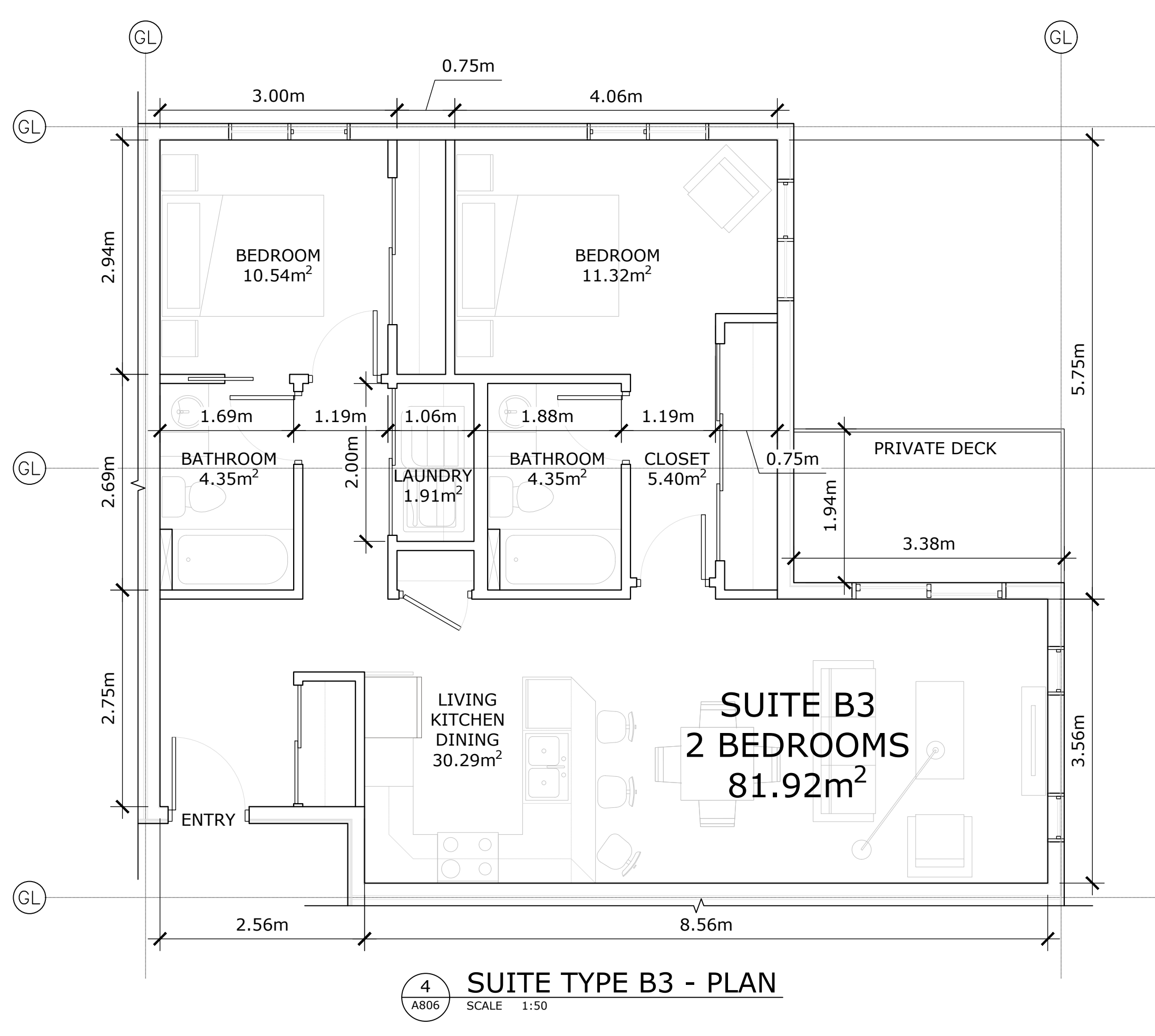
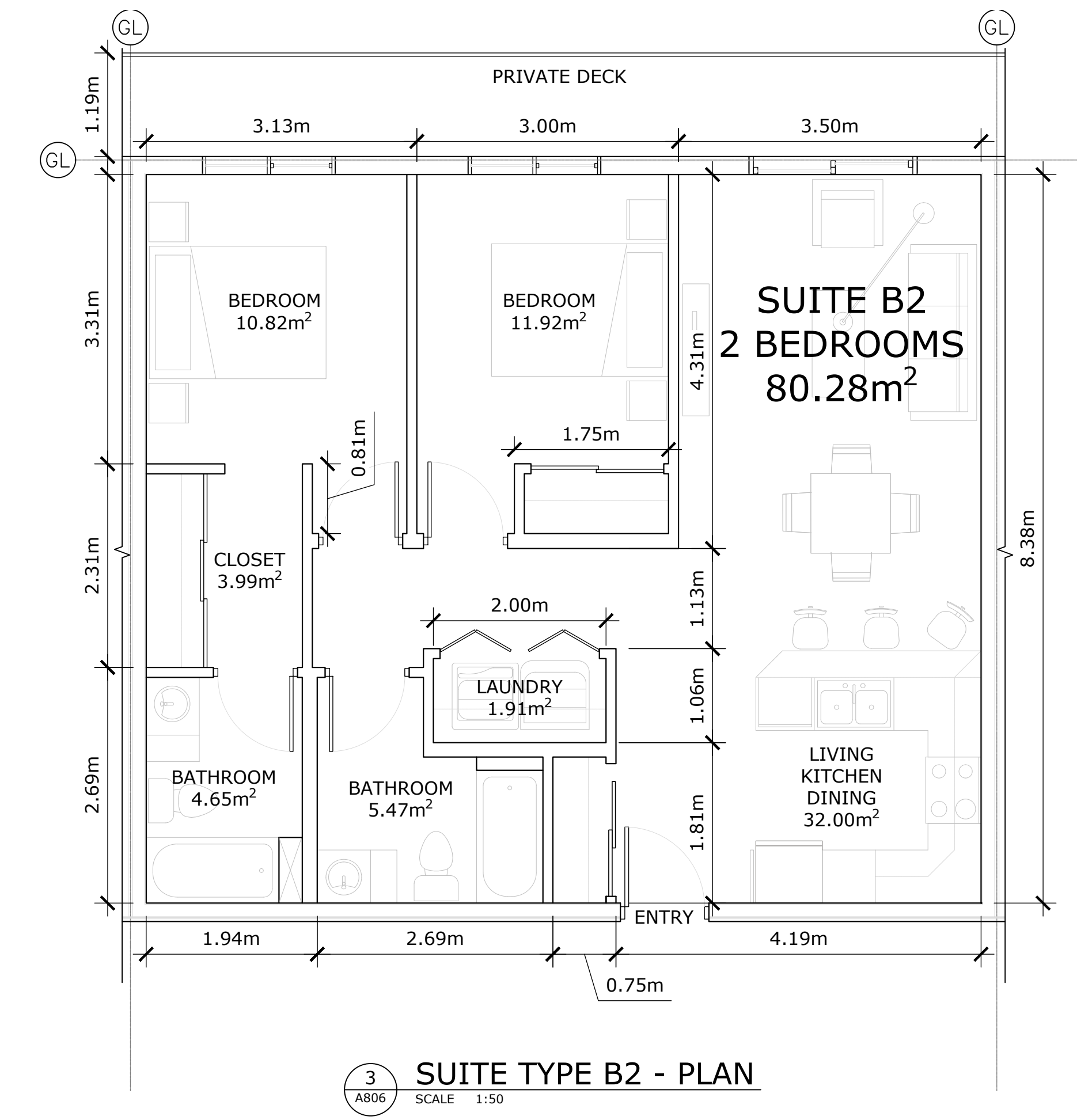
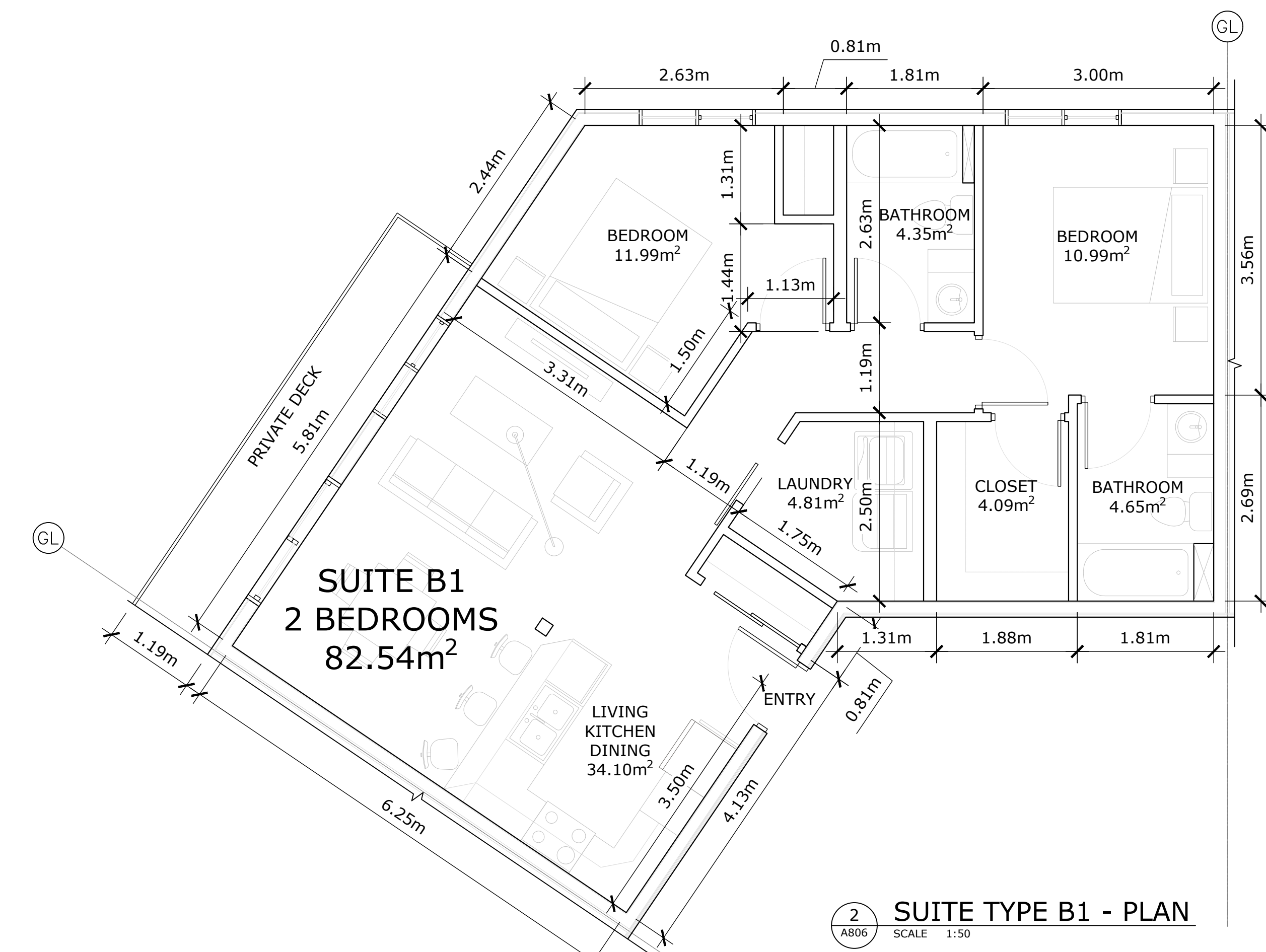
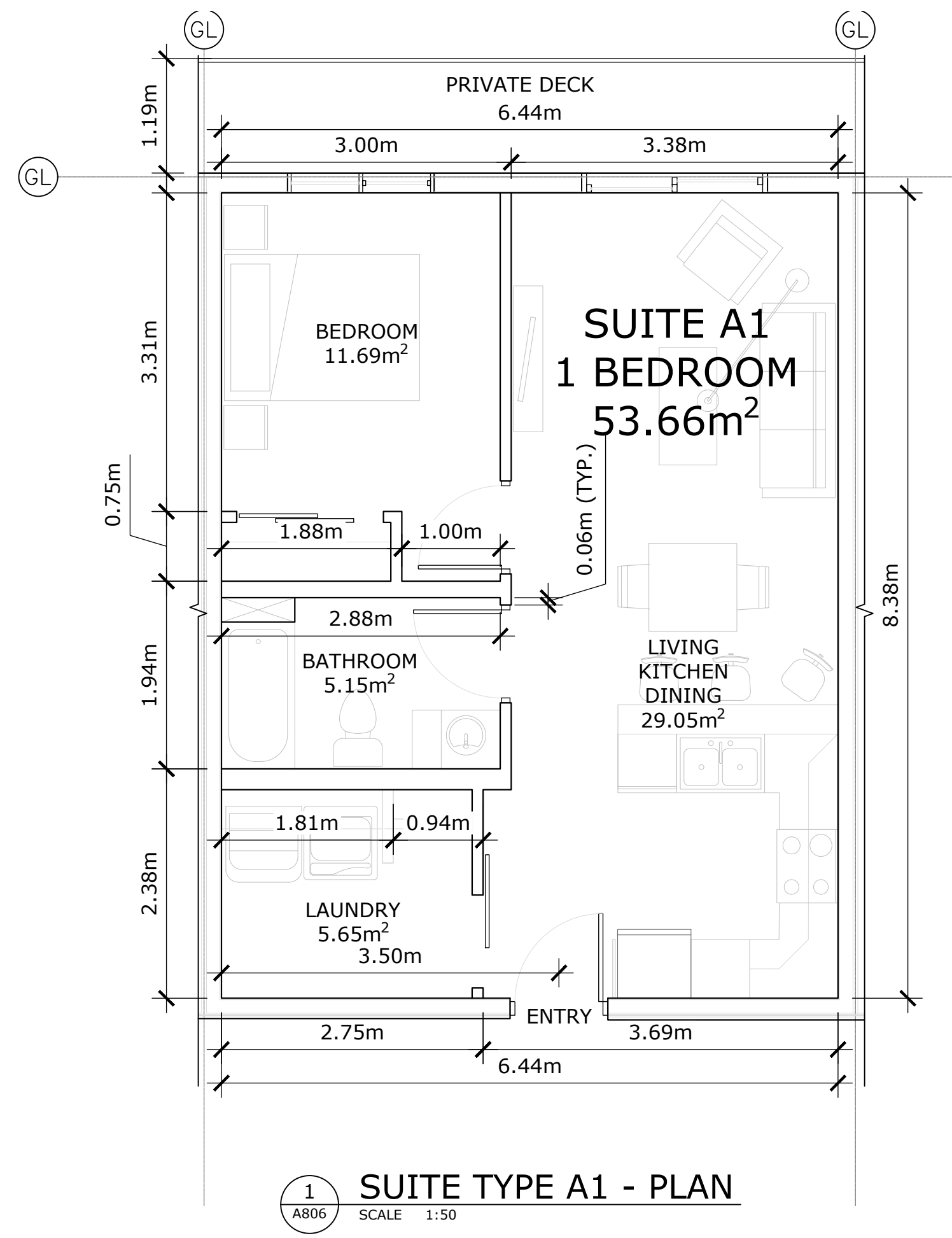


**SCHEDULE B**

This forms part of application  
 # DP21-0231 DVP21-0232

Planner Initials **KB**

City of **Kelowna**  
 DEVELOPMENT PLANNING



REV #	REVISION DESCRIPTION	DATE

Consultant

**ROB GARVEY ARCHITECTURE 77 INC.**  
 201-57158 SYMINGTON RD 20E  
 SPRINGFIELD, MB R2J 4L6  
 T: 204-227-8274  
 E: RGARVEY@A77.CA

All drawings and specifications are the property of Ironclad Developments Inc. and cannot be reproduced or used without the written consent of the Design Manager. The contractor shall verify all dimensions, datums and levels noted on the drawing with the conditions on site and shall be responsible for reporting any errors or omissions to Ironclad Developments Inc. for adjustments. This drawing shall not be scaled.

Stamp

**NOT FOR CONSTRUCTION**

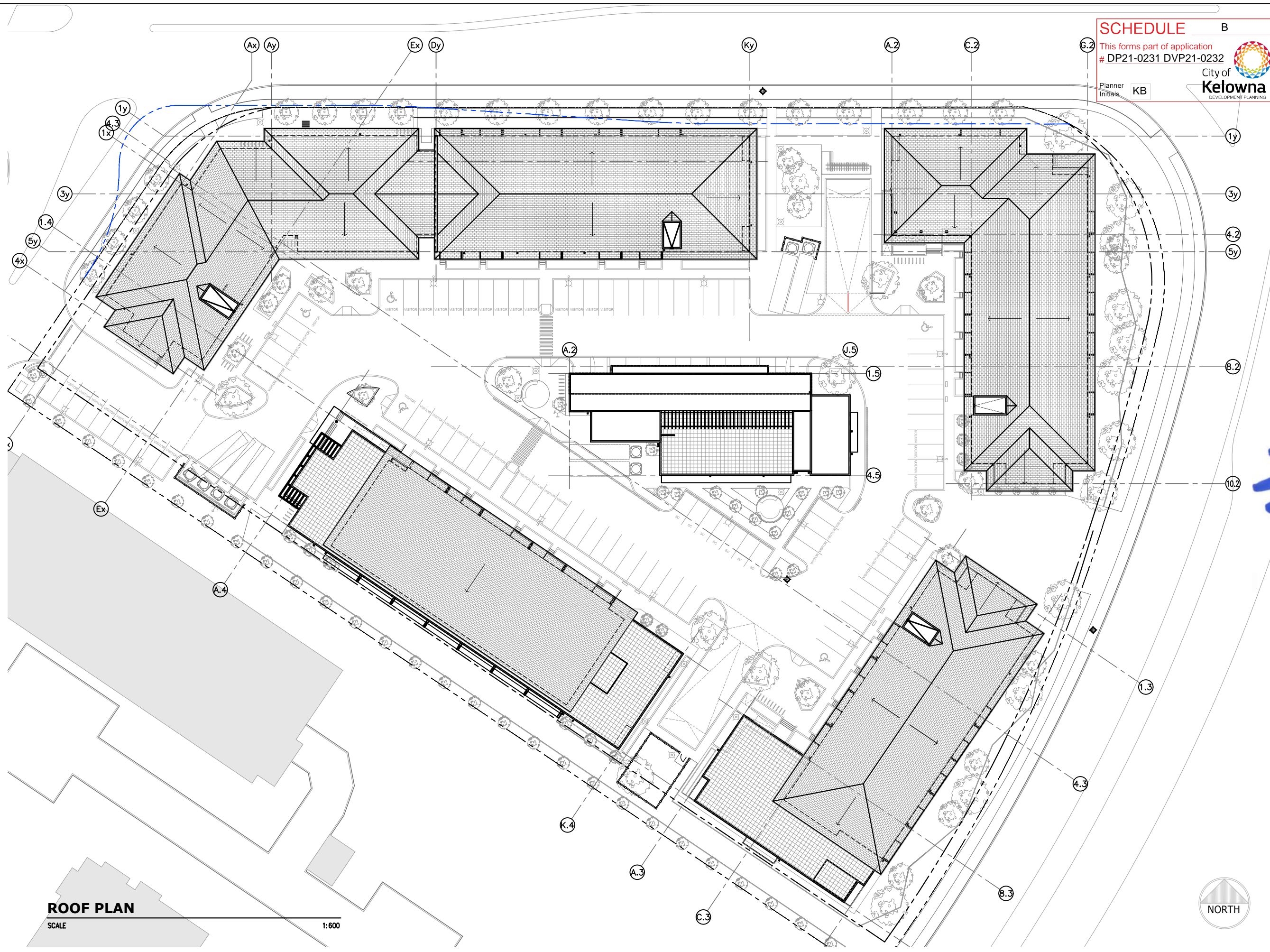
Project: **MISSION HEIGHTS**  
 2241 SPRINGFIELD ROAD  
 KELOWNA, BC

Drawing Title: **SUITE PLANS**

Project no. 2135  
 Drawn by JC/EB  
 Date JULY 22, 2022  
 Reference no.

Designed by xx  
 Reviewed by xx  
 Revision Date  
 Scale AS NOTED

Sheet no. **A806** Revision no. 0



**SCHEDULE B**  
 This forms part of application # DP21-0231 DVP21-0232  
 City of Kelowna DEVELOPMENT PLANNING  
 Planner Initials KB

**Ironclad Developments Inc.**



Project Management  
 General Contracting  
 Design/ Build

**101-57158**  
 Symington Rd.  
 Springfield, MB.  
 R2J 4L6

PH:  
 204-777-1972

info@icdev.ca

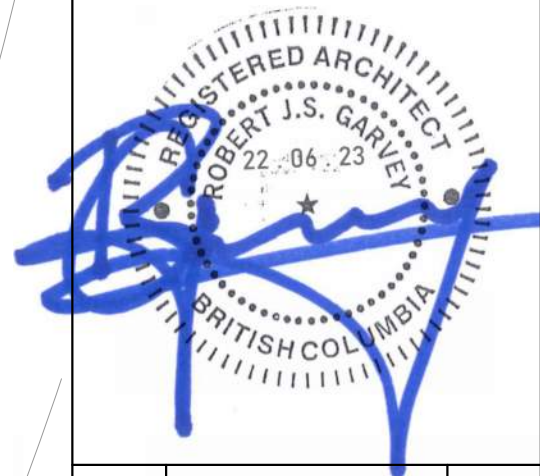
**IRONCLAD DEVELOPMENTS INC.**

Consultant



ROB J.S. GARVEY, ARCHITECT  
 MAA, AIBC, LEED AP

201-57158 SYMINGTON RD 20E  
 SPRINGFIELD, MB R2J 4L6  
 T: 204.227.9274  
 E: RGARVEY@A77.CA



REV.	DESCRIPTION OF WORK REVISED	DATE

2241 SPRINGFIELD ROAD;  
 Kelowna BC.

**PROPOSED ROOF PLAN**

Project Number: 2102

04-30-2020	Rev Date 09-30-2020
Drawn By	T.THIMM
Designed By	T.THIMM
Checked By	R.GARVEY

**ESP-4.0**

Scale 1:402

**ROOF PLAN**  
 SCALE 1:600



WOODEN TRELLIS



METAL LAP SIDING - BLUE



METAL LAP SIDING - CREAM



CEDAR TONE - COMPOSITE



METAL LAP SIDING GREY



HARDIE - SMOOTH WHITE



HARDIE - SMOOTH GREY



BRICK VENEER



METAL SIDING - YELLOW



**LEGEND**

- (A) HARDIE - SMOOTH (GREY)
- (B) CEDAR TONE COMPOSITE MATERIAL
- (C) BRICK VENEER
- (D) HARDIE - SMOOTH (WHITE)
- (E) METAL LAP SIDING (CREAM)
- (F) METAL LAP SIDING (BLUE)
- (G) METAL LAP SIDING (GREY)
- (H) WOODEN TRELLIS
- (I) ALUMINUM STOREFRONT (BLACK)
- (J) METAL SIDING (YELLOW)
- (K) ALUMINUM RAILING C/W CLEAR TEMPERED GLASS (BLACK)
- (L) PVC FRAMED WINDOWS C/W CLEAR GLASS
- (M) ALUMINUM PICKET RAILING



ALUMINUM RAILING C/W CLEAR TEMPERED GLASS



PVC FRAMED WINDOWS C/W CLEAR GLASS



ALUMINUM PICKET RAILING



ALUMINUM STOREFRONT (BLACK)

**Ironclad Developments Inc.**



Project Management  
 General Contracting  
 Design/ Build

101-57158  
 Symington Rd.  
 Springfield, MB.  
 R2J 4L6

PH:  
 204-777-1972

info@icdev.ca

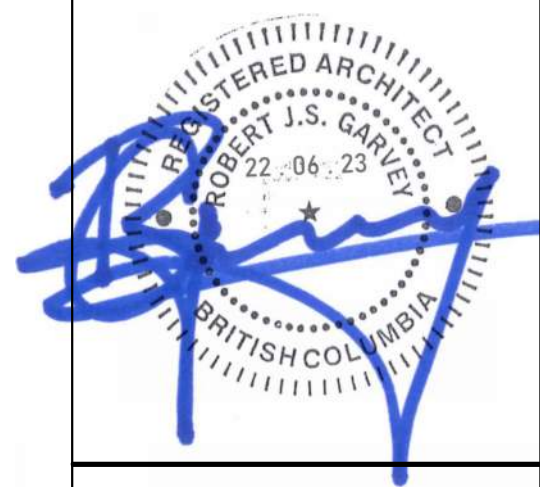
**IRONCLAD DEVELOPMENTS INC.**

Consultant



ROB J.S. GARVEY, ARCHITECT  
 MAA, AIBC, LEED AP

201-57158 SYMINGTON RD 20E  
 SPRINGFIELD, MB R2J 4L6  
 T: 204.227.9274  
 E: RGARVEY@A77.CA



REV.	DESCRIPTION OF WORK REVISED	DATE

2241 SPRINGFIELD ROAD;  
 Kelowna BC.

**MATERIAL PALLETTE**

Project Number: 2102

04-30-2020	Rev Date 06-06-2022
Drawn By	T.THIMM
Designed By	T.THIMM
Checked By	R.GARVEY

**ESP-5.0**

Scale 1/43

**SCHEDULE B**  
 This forms part of application  
 # DP21-0231 DVP21-0232  
 City of Kelowna  
 DEVELOPMENT PLANNING  
 Initials KB

**Ironclad Developments Inc.**



Project Management  
 General Contracting  
 Design/ Build

**101-57158**  
 Symington Rd.  
 Springfield, MB  
 R2J 4L6

PH:  
 204-777-1972

info@icdev.ca

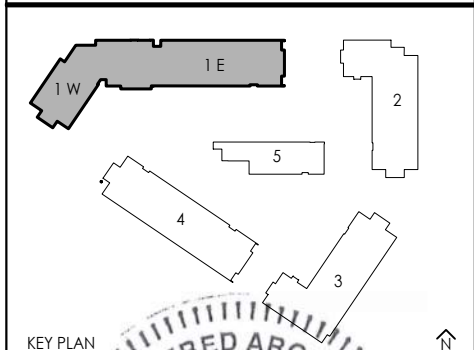
**IRONCLAD DEVELOPMENTS INC.**

Consultant



ROB J.S. GARVEY, ARCHITECT  
 MAA, AIBC, LEED AP

201-57158 SYMINGTON RD 20E  
 SPRINGFIELD, MB R2J 4L6  
 T: 204.227.9274  
 E: RGARVEY@A77.CA



REV.	DESCRIPTION OF WORK REVISED	DATE

2241 SPRINGFIELD ROAD;  
 Kelowna BC.

**BUILDING 1 NORTH ELEVATIONS**

Project Number: 2102

04-30-2020	Rev Date 06-06-2022
------------	---------------------

Drawn By T.THIMM  
 Designed By T.THIMM  
 Checked By R.GARVEY

**ESP-6.10**

Scale 1:400



**BUILDING 1 (EAST) NORTH ELEVATION**  
 SCALE 1:300

- LEGEND**
- (A) HARDIE - SMOOTH (GREY)
  - (B) CEDAR TONE COMPOSITE MATERIAL
  - (C) BRICK VENEER
  - (D) HARDIE - SMOOTH (WHITE)
  - (E) METAL LAP SIDING (CREAM)
  - (F) METAL LAP SIDING (BLUE)
  - (G) METAL LAP SIDING (GREY)
  - (H) WOODEN TRELLIS
  - (I) ALUMINUM STOREFRONT (BLACK)
  - (J) METAL SIDING (YELLOW)
  - (K) ALUMINUM RAILING C/W CLEAR TEMPERED GLASS (BLACK)
  - (L) PVC FRAMED WINDOWS C/W CLEAR GLASS
  - (M) ALUMINUM PICKET RAILING



**BUILDING 1 (WEST) NORTH ELEVATION**  
 SCALE 1:300





**BUILDING 1 (WEST) SOUTH ELEVATION**

SCALE 1:300



**BUILDING 1 (EAST) SOUTH ELEVATION**

SCALE 1:300

**SCHEDULE B**  
 This forms part of application  
 # DP21-0231 DVP21-0232  
 Planner Initials **KB**  
 City of **Kelowna**  
 DEVELOPMENT PLANNING

**LEGEND**

- Ⓐ HARDIE - SMOOTH (GREY)
- Ⓑ CEDAR TONE COMPOSITE MATERIAL
- Ⓒ BRICK VENEER
- Ⓓ HARDIE - SMOOTH (WHITE)
- Ⓔ METAL LAP SIDING (CREAM)
- Ⓕ METAL LAP SIDING (BLUE)
- Ⓖ METAL LAP SIDING (GREY)
- Ⓗ WOODEN TRELLIS
- Ⓘ ALUMINUM STOREFRONT (BLACK)
- Ⓢ METAL SIDING (YELLOW)
- Ⓚ ALUMINUM RAILING C/W CLEAR TEMPERED GLASS (BLACK)
- Ⓛ PVC FRAMED WINDOWS C/W CLEAR GLASS
- Ⓜ ALUMINUM PICKET RAILING

**Ironclad Developments Inc.**

Project Management  
 General Contracting  
 Design/ Build

**101-57158**  
**Symington Rd.**  
**Springfield, MB.**  
**R2J 4L6**

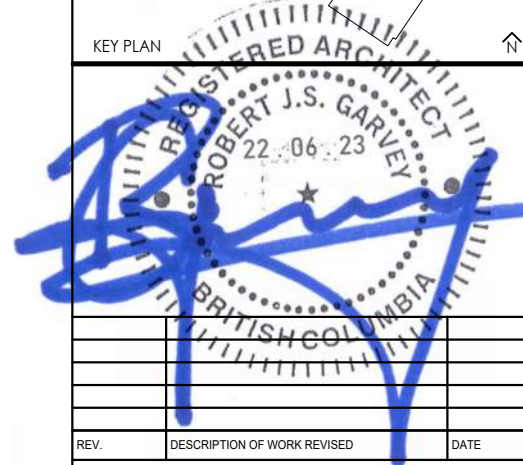
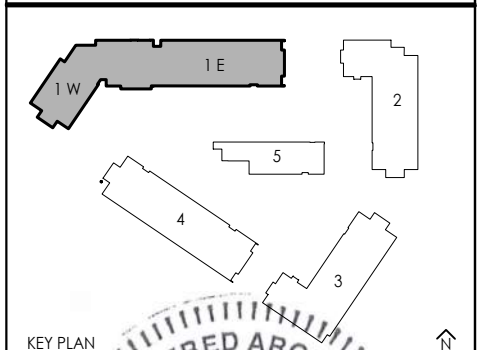
**PH:**  
**204-777-1972**  
**info@icdev.ca**

**IRONCLAD DEVELOPMENTS INC.**

Consultant

**ROB J.S. GARVEY, ARCHITECT**  
 MAA, AIBC, LEED AP

201-57158 SYMINGTON RD 20E  
 SPRINGFIELD, MB R2J 4L6  
 T: 204.227.9274  
 E: RGARVEY@A77.CA



2241 SPRINGFIELD ROAD;  
 Kelowna BC.

**BUILDING 1 SOUTH ELEVATIONS**

Project Number: 2102	
04-30-2020	Rev Date 06-06-2022
Drawn By	T.THIMM
Designed By	T.THIMM
Checked By	R.GARVEY

**ESP-6.11**

Scale 1:405

**SCHEDULE B**

This forms part of application  
# DP21-0231 DVP21-0232

Planner Initials KB

City of Kelowna  
DEVELOPMENT PLANNING

**Ironclad Developments Inc.**



Project Management  
General Contracting  
Design/ Build

101-57158  
Symington Rd.  
Springfield, MB.  
R2J 4L6

PH:  
204-777-1972

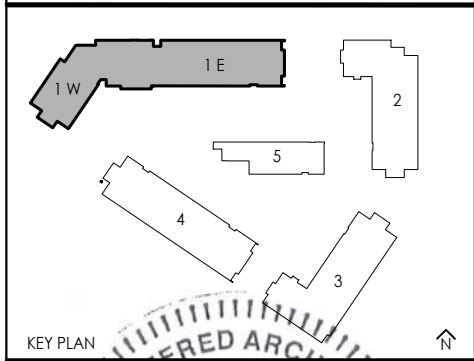
info@icdev.ca

Consultant



ROB J.S. GARVEY, ARCHITECT  
MAA, AIBC, LEED AP

201-57158 SYMINGTON RD 20E  
SPRINGFIELD, MB R2J 4L6  
T: 204.227.9274  
E: RGARVEY@A77.CA



REV.	DESCRIPTION OF WORK REVISED	DATE

2241 SPRINGFIELD ROAD;  
Kelowna BC.

BUILDING 1 ELEVATIONS

Project Number: 2102

04-30-2020	Rev Date 06-06-2022
------------	---------------------

Drawn By T.THIMM  
Designed By T.THIMM  
Checked By R.GARVEY

**ESP-6.12**

Scale 1/4"=1'-0"



**BUILDING 1 WEST ELEVATION**

SCALE 1:300

- LEGEND**
- (A) HARDIE - SMOOTH (GREY)
  - (B) CEDAR TONE COMPOSITE MATERIAL
  - (C) BRICK VENEER
  - (D) HARDIE - SMOOTH (WHITE)
  - (E) METAL LAP SIDING (CREAM)
  - (F) METAL LAP SIDING (BLUE)
  - (G) METAL LAP SIDING (GREY)
  - (H) WOODEN TRELLIS
  - (I) ALUMINUM STOREFRONT (BLACK)
  - (J) METAL SIDING (YELLOW)
  - (K) ALUMINUM RAILING C/W CLEAR TEMPERED GLASS (BLACK)
  - (L) PVC FRAMED WINDOWS C/W CLEAR GLASS
  - (M) ALUMINUM PICKET RAILING




**BUILDING 1 EAST ELEVATION**

SCALE 1:300

**SCHEDULE B**

This forms part of application  
# DP21-0231 DVP21-0232

Planner Initials **KB**



- LEGEND**
- Ⓐ HARDIE - SMOOTH (GREY)
  - Ⓑ CEDAR TONE COMPOSITE MATERIAL
  - Ⓒ BRICK VENEER
  - Ⓓ HARDIE - SMOOTH (WHITE)
  - Ⓔ METAL LAP SIDING (CREAM)
  - Ⓕ METAL LAP SIDING (BLUE)
  - Ⓖ METAL LAP SIDING (GREY)
  - Ⓗ WOODEN TRELLIS
  - Ⓘ ALUMINUM STOREFRONT (BLACK)
  - Ⓢ METAL SIDING (YELLOW)
  - Ⓚ ALUMINUM RAILING C/W CLEAR TEMPERED GLASS (BLACK)
  - Ⓛ PVC FRAMED WINDOWS C/W CLEAR GLASS
  - Ⓜ ALUMINUM PICKET RAILING

**Ironclad Developments Inc.**



Project Management  
General Contracting  
Design/ Build

**101-57158**  
Symington Rd.  
Springfield, MB.  
R2J 4L6

PH:  
**204-777-1972**  
info@icdev.ca

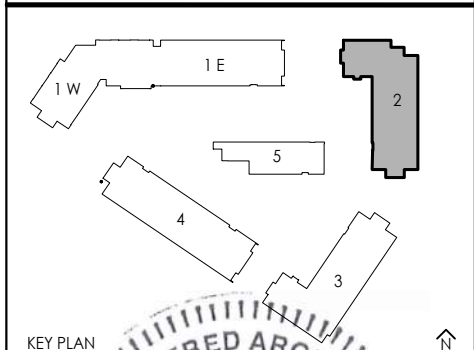
**IRONCLAD DEVELOPMENTS INC.**

Consultant



ROB J.S. GARVEY, ARCHITECT  
MAA, AIBC, LEED AP

201-57158 SYMINGTON RD 20E  
SPRINGFIELD, MB R2J 4L6  
T: 204.227.9274  
E: RGARVEY@A77.CA



REV.	DESCRIPTION OF WORK REVISED	DATE

2241 SPRINGFIELD ROAD;  
Kelowna BC.

**BUILDING 2 ELEVATIONS**

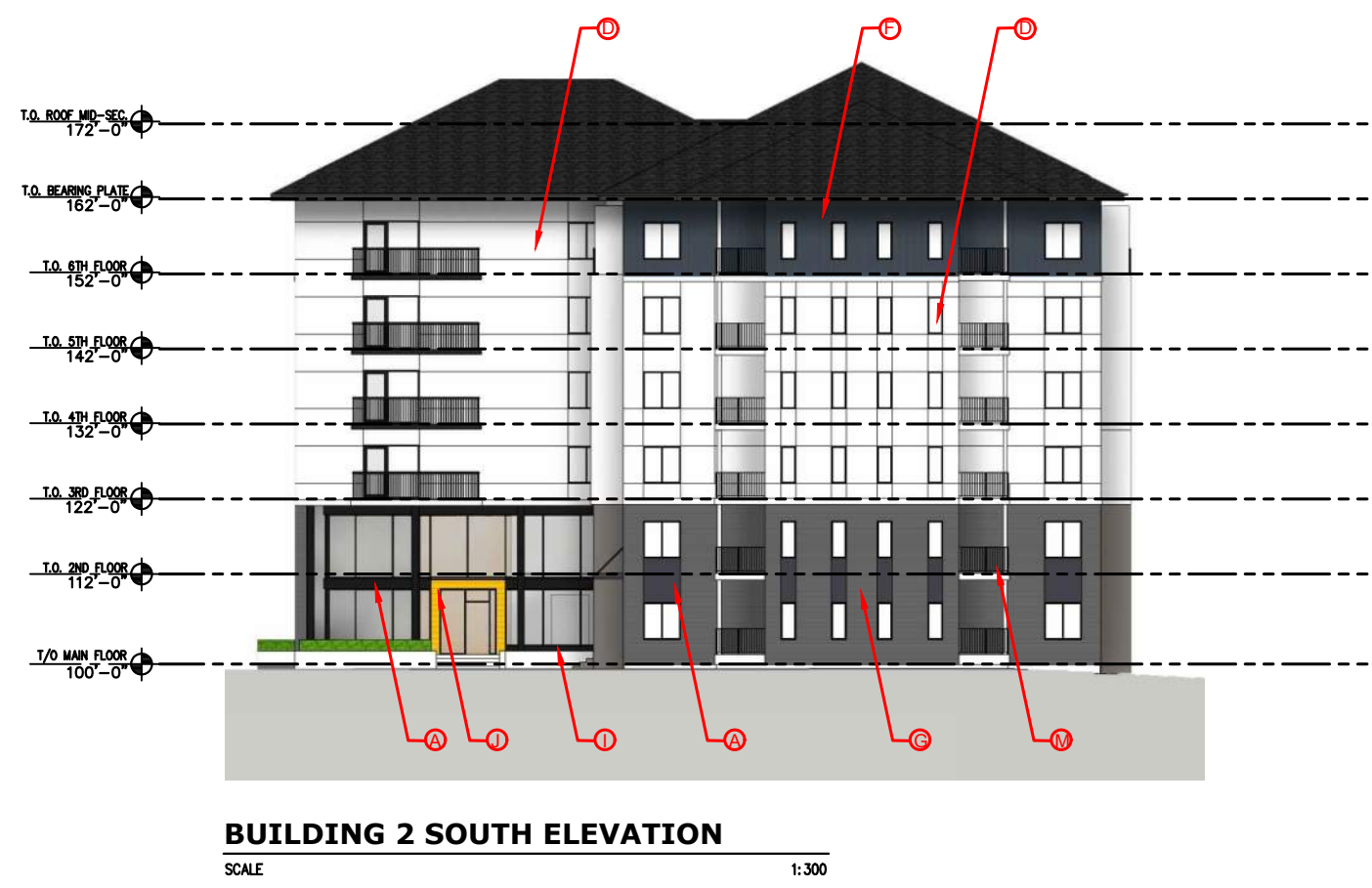
Project Number: 2102

04-30-2020	Rev Date 06-06-2022
------------	---------------------

Drawn By T.THIMM  
Designed By T.THIMM  
Checked By R.GARVEY

**ESP-6.20**

Scale 1/40/





**BUILDING 2 EAST ELEVATION**

SCALE 1:300



**BUILDING 2 WEST ELEVATION**

SCALE 1:300

**LEGEND**

- Ⓐ HARDIE - SMOOTH (GREY)
- Ⓑ CEDAR TONE COMPOSITE MATERIAL
- Ⓒ BRICK VENEER
- Ⓓ HARDIE - SMOOTH (WHITE)
- Ⓔ METAL LAP SIDING (CREAM)
- Ⓕ METAL LAP SIDING (BLUE)
- Ⓖ METAL LAP SIDING (GREY)
- Ⓗ WOODEN TRELLIS
- Ⓘ ALUMINUM STOREFRONT (BLACK)
- ⓵ METAL SIDING (YELLOW)
- Ⓚ ALUMINUM RAILING C/W CLEAR TEMPERED GLASS (BLACK)
- Ⓛ PVC FRAMED WINDOWS C/W CLEAR GLASS
- Ⓜ ALUMINUM PICKET RAILING

**SCHEDULE B**

This forms part of application # DP21-0231 DVP21-0232  
 City of Kelowna DEVELOPMENT PLANNING  
 Planner Initials KB

**Ironclad Developments Inc.**



Project Management  
 General Contracting  
 Design/ Build

101-57158  
 Symington Rd.  
 Springfield, MB.  
 R2J 4L6

PH:  
 204-777-1972

info@icdev.ca

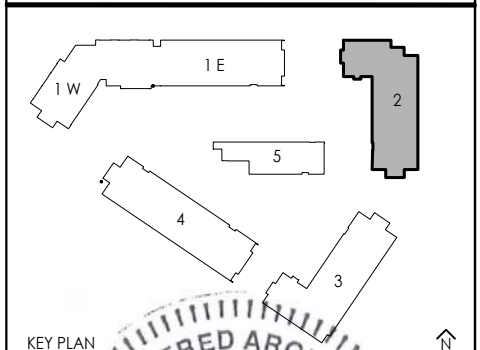
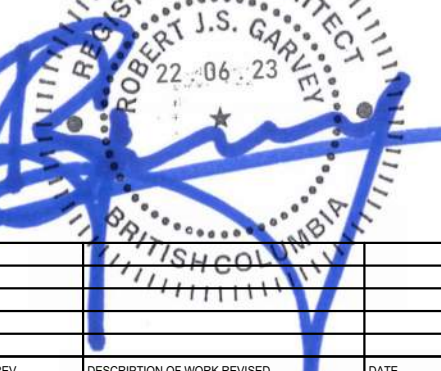
**IRONCLAD DEVELOPMENTS INC.**

Consultant



ROB J.S. GARVEY, ARCHITECT  
 MAA, AIBC, LEED AP

201-57158 SYMINGTON RD 20E  
 SPRINGFIELD, MB R2J 4L6  
 T: 204.227.9274  
 E: RGARVEY@A77.CA

REV.	DESCRIPTION OF WORK REVISED	DATE

2241 SPRINGFIELD ROAD;  
 Kelowna BC.

**BUILDING 2 ELEVATIONS**

Project Number: 2102

04-30-2020	Rev Date 06-06-2022
Drawn By T.THIMM	Designed By T.THIMM
Checked By R.GARVEY	

**ESP-6.21**

Scale 1:400



**BUILDING 3 NORTH ELEVATION**

SCALE 1:300



**BUILDING 3 SOUTH ELEVATION**

SCALE 1:300

**SCHEDULE B**  
 This forms part of application  
 # DP21-0231 DVP21-0232  
 Planner Initials **KB**  
 City of **Kelowna**  
 DEVELOPMENT PLANNING

**LEGEND**

- Ⓐ HARDIE - SMOOTH (GREY)
- Ⓑ CEDAR TONE COMPOSITE MATERIAL
- Ⓒ BRICK VENEER
- Ⓓ HARDIE - SMOOTH (WHITE)
- Ⓔ METAL LAP SIDING (CREAM)
- Ⓕ METAL LAP SIDING (BLUE)
- Ⓖ METAL LAP SIDING (GREY)
- Ⓗ WOODEN TRELLIS
- Ⓘ ALUMINUM STOREFRONT (BLACK)
- ⓵ METAL SIDING (YELLOW)
- Ⓚ ALUMINUM RAILING C/W CLEAR TEMPERED GLASS (BLACK)
- Ⓛ PVC FRAMED WINDOWS C/W CLEAR GLASS
- Ⓜ ALUMINUM PICKET RAILING

**Ironclad Developments Inc.**



Project Management  
 General Contracting  
 Design/ Build

**101-57158**  
**Symington Rd.**  
**Springfield, MB.**  
**R2J 4L6**

**PH:**  
**204-777-1972**  
**info@icdev.ca**

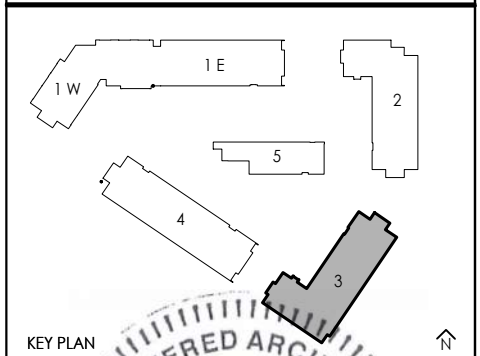
**IRONCLAD DEVELOPMENTS INC.**

Consultant



ROB J.S. GARVEY, ARCHITECT  
 MAA, AIBC, LEED AP

201-57158 SYMINGTON RD 20E  
 SPRINGFIELD, MB R2J 4L6  
 T: 204.227.9274  
 E: RGARVEY@A77.CA



REV.	DESCRIPTION OF WORK REVISED	DATE

2241 SPRINGFIELD ROAD;  
 Kelowna BC.

**BUILDING 3 ELEVATIONS**

Project Number: 2102

04-30-2020	Rev Date 06-06-2022
------------	---------------------

Drawn By T.THIMM  
 Designed By T.THIMM  
 Checked By R.GARVEY

**ESP-6.30**

Scale 1/4" = 1'-0"



**BUILDING 3 EAST ELEVATION**  
SCALE 1:300



**BUILDING 3 WEST ELEVATION**  
SCALE 1:300

**LEGEND**

- Ⓐ HARDIE - SMOOTH (GREY)
- Ⓑ CEDAR TONE COMPOSITE MATERIAL
- Ⓒ BRICK VENEER
- Ⓓ HARDIE - SMOOTH (WHITE)
- Ⓔ METAL LAP SIDING (CREAM)
- Ⓕ METAL LAP SIDING (BLUE)
- Ⓖ METAL LAP SIDING (GREY)
- Ⓗ WOODEN TRELLIS
- Ⓘ ALUMINUM STOREFRONT (BLACK)
- Ⓢ METAL SIDING (YELLOW)
- Ⓚ ALUMINUM RAILING C/W CLEAR TEMPERED GLASS (BLACK)
- Ⓛ PVC FRAMED WINDOWS C/W CLEAR GLASS
- Ⓜ ALUMINUM PICKET RAILING

**SCHEDULE B**

This forms part of application # DP21-0231 DVP21-0232

Planner Initials **KB**

City of **Kelowna**  
DEVELOPMENT PLANNING

**Ironclad Developments Inc.**




Project Management  
General Contracting  
Design/ Build

**101-57158**  
Symington Rd.  
Springfield, MB.  
R2J 4L6

PH:  
**204-777-1972**

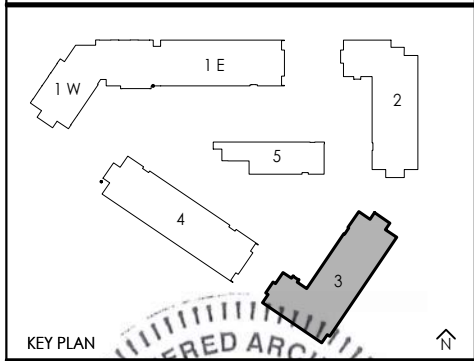
info@icdev.ca

Consultant



ROB J.S. GARVEY, ARCHITECT  
MAA, AIBC, LEED AP

201-57158 SYMINGTON RD 20E  
SPRINGFIELD, MB R2J 4L6  
T: 204.227.9274  
E: RGARVEY@A77.CA



REV.	DESCRIPTION OF WORK REVISED	DATE

2241 SPRINGFIELD ROAD;  
Kelowna BC.

**BUILDING 3 ELEVATIONS**

Project Number: 2102

04-30-2020	Rev Date 06-06-2022
------------	---------------------

Drawn By T.THIMM  
Designed By T.THIMM  
Checked By R.GARVEY

**ESP-6.31**

Scale 1:50



**BUILDING 4 NORTH ELEVATION**

SCALE 1:300



**BUILDING 4 SOUTH ELEVATION**

SCALE 1:300

**LEGEND**

- Ⓐ HARDIE - SMOOTH (GREY)
- Ⓑ CEDAR TONE COMPOSITE MATERIAL
- Ⓒ BRICK VENEER
- Ⓓ HARDIE - SMOOTH (WHITE)
- Ⓔ METAL LAP SIDING (CREAM)
- Ⓕ METAL LAP SIDING (BLUE)
- Ⓖ METAL LAP SIDING (GREY)
- Ⓗ WOODEN TRELLIS
- Ⓘ ALUMINUM STOREFRONT (BLACK)
- Ⓢ METAL SIDING (YELLOW)
- Ⓚ ALUMINUM RAILING C/W CLEAR TEMPERED GLASS (BLACK)
- Ⓛ PVC FRAMED WINDOWS C/W CLEAR GLASS
- Ⓜ ALUMINUM PICKET RAILING

**SCHEDULE B**

This forms part of application # DP21-0231 DVP21-0232

Planner Initials KB

**Ironclad Developments Inc.**

Project Management  
General Contracting  
Design/ Build

101-57158  
Symington Rd.  
Springfield, MB.  
R2J 4L6

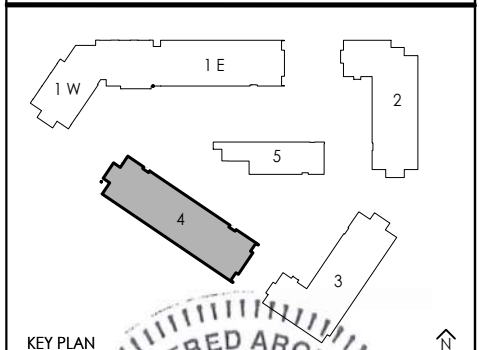
PH:  
204-777-1972

info@icdev.ca

Consultant

ROB J.S. GARVEY, ARCHITECT  
MAA, AIBC, LEED AP

201-57158 SYMINGTON RD 20E  
SPRINGFIELD, MB R2J 4L6  
T: 204.227.9274  
E: RGARVEY@A77.CA



REV.	DESCRIPTION OF WORK REVISED	DATE

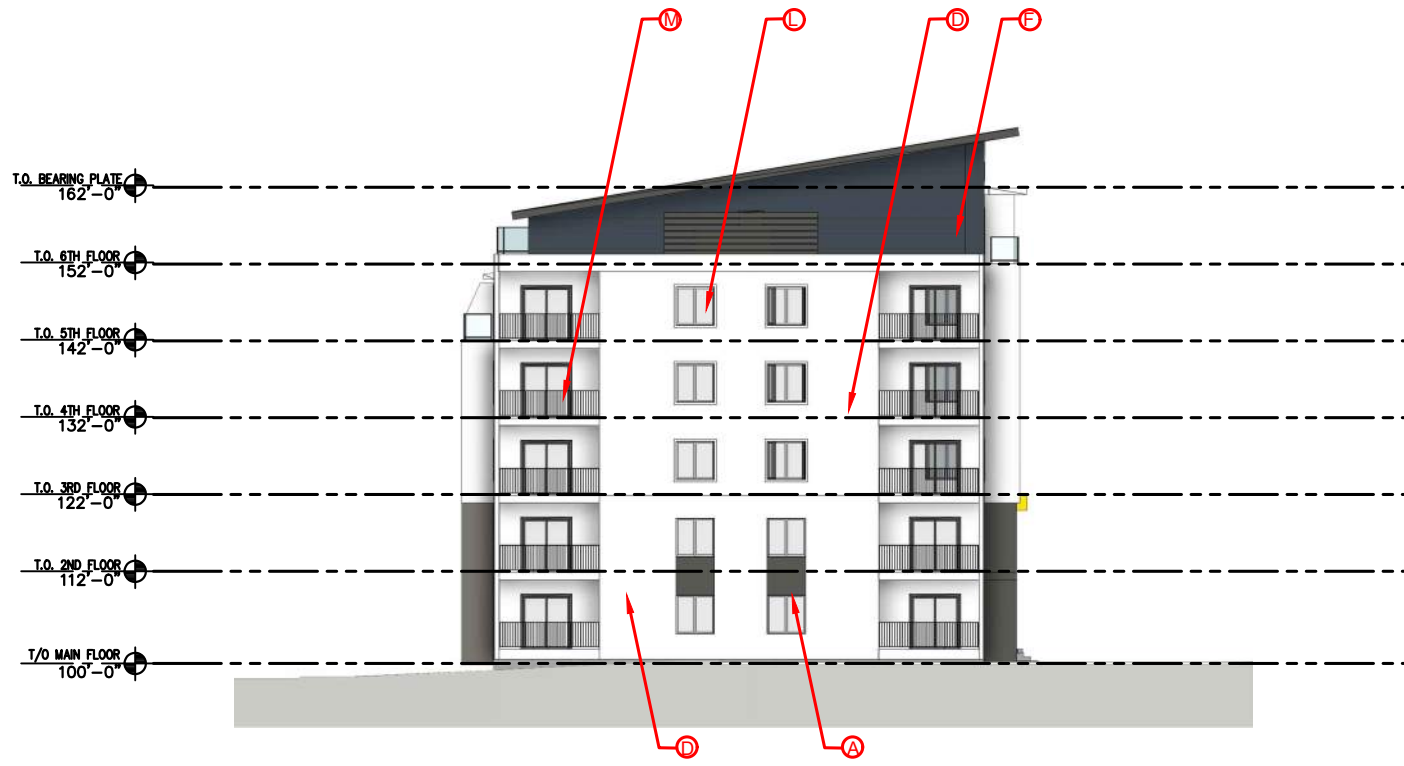
2241 SPRINGFIELD ROAD;  
Kelowna BC.

BUILDING 4 ELEVATIONS

Project Number: 2102	
04-30-2020	Rev Date 06-06-2022
Drawn By	T.THIMM
Designed By	T.THIMM
Checked By	R.GARVEY

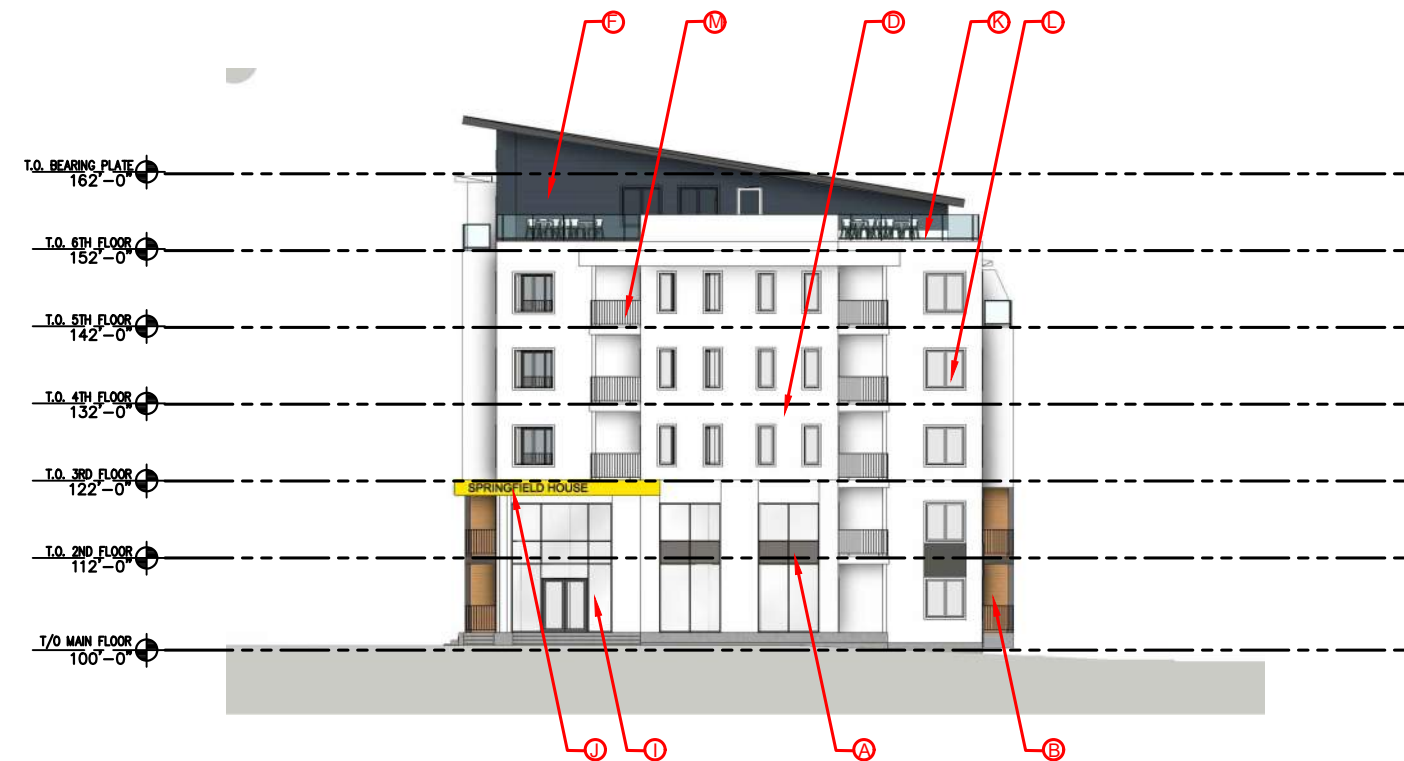
**ESP-6.40**

Scale 1:501



**BUILDING 4 EAST ELEVATION**

SCALE 1:300



**BUILDING 4 WEST ELEVATION**

SCALE 1:300

**SCHEDULE B**

This forms part of application # DP21-0231 DVP21-0232

Planner Initials **KB**

**LEGEND**

- (A) HARDIE - SMOOTH (GREY)
- (B) CEDAR TONE COMPOSITE MATERIAL
- (C) BRICK VENEER
- (D) HARDIE - SMOOTH (WHITE)
- (E) METAL LAP SIDING (CREAM)
- (F) METAL LAP SIDING (BLUE)
- (G) METAL LAP SIDING (GREY)
- (H) WOODEN TRELLIS
- (I) ALUMINUM STOREFRONT (BLACK)
- (J) METAL SIDING (YELLOW)
- (K) ALUMINUM RAILING C/W CLEAR TEMPERED GLASS (BLACK)
- (L) PVC FRAMED WINDOWS C/W CLEAR GLASS
- (M) ALUMINUM PICKET RAILING

**Ironclad Developments Inc.**

Project Management  
General Contracting  
Design/ Build

**101-57158**  
Symington Rd.  
Springfield, MB.  
R2J 4L6

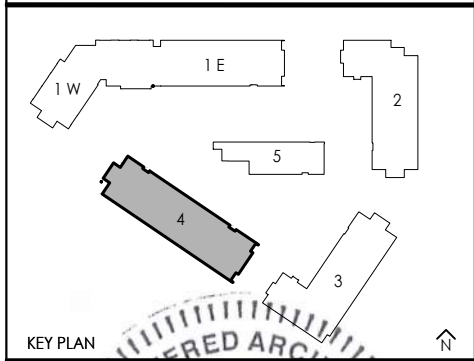
PH:  
**204-777-1972**

[info@icdev.ca](mailto:info@icdev.ca)

Consultant

ROB J.S. GARVEY, ARCHITECT  
MAA, AIBC, LEED AP

201-57158 SYMINGTON RD 20E  
SPRINGFIELD, MB R2J 4L6  
T: 204.227.9274  
E: RGARVEY@A77.CA



REV.	DESCRIPTION OF WORK REVISED	DATE

2241 SPRINGFIELD ROAD;  
Kelowna BC.

**BUILDING 4 ELEVATIONS**

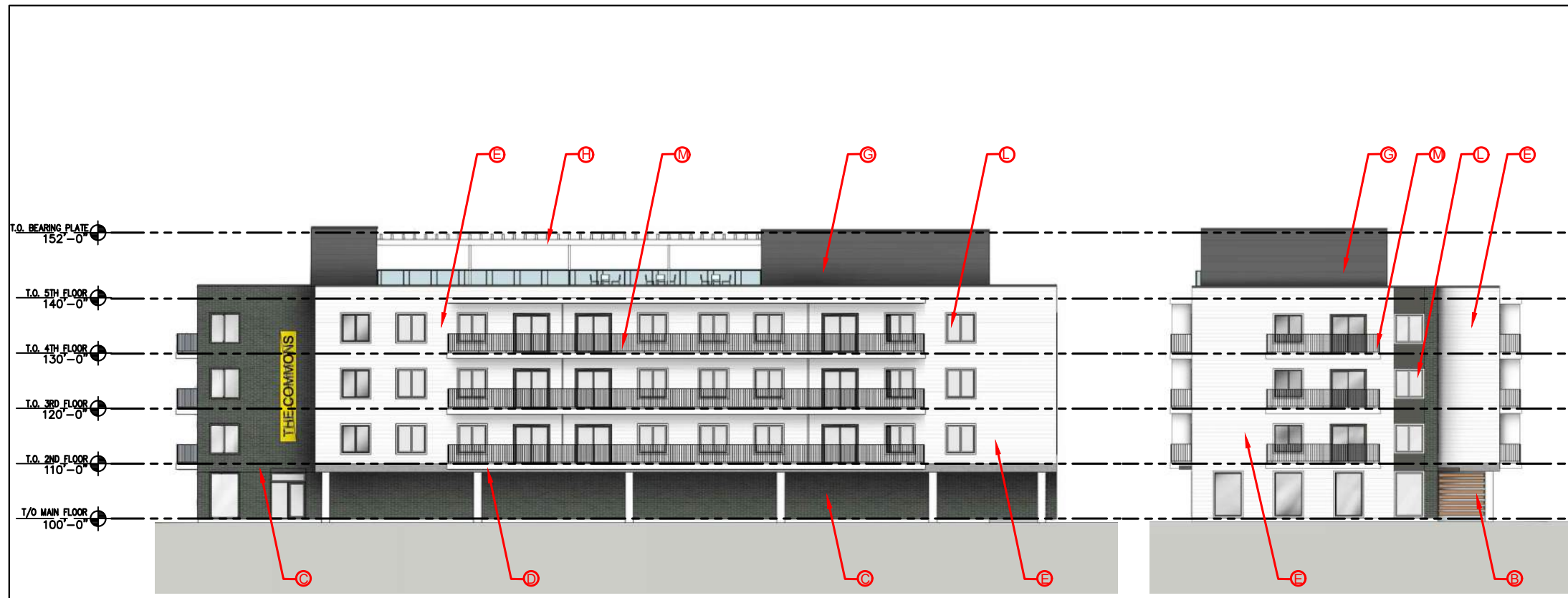
Project Number: 2102

04-30-2020	Rev Date 06-06-2022
Drawn By T.THIMM	
Designed By T.THIMM	
Checked By R.GARVEY	

**ESP-6.41**

Scale 1:500





**BUILDING 5 NORTH ELEVATION**

SCALE 1:300

**BUILDING 5 EAST ELEVATION**

SCALE 1:300

**LEGEND**

- Ⓐ HARDIE - SMOOTH (GREY)
- Ⓑ CEDAR TONE COMPOSITE MATERIAL
- Ⓒ BRICK VENEER
- Ⓓ HARDIE - SMOOTH (WHITE)
- Ⓔ METAL LAP SIDING (CREAM)
- Ⓕ METAL LAP SIDING (BLUE)
- Ⓖ METAL LAP SIDING (GREY)
- Ⓗ WOODEN TRELLIS
- Ⓘ ALUMINUM STOREFRONT (BLACK)
- Ⓣ METAL SIDING (YELLOW)
- Ⓚ ALUMINUM RAILING C/W CLEAR TEMPERED GLASS (BLACK)
- Ⓛ PVC FRAMED WINDOWS C/W CLEAR GLASS
- Ⓜ ALUMINUM PICKET RAILING

**SCHEDULE B**

This forms part of application # DP21-0231 DVP21-0232

Planner Initials **KB**

City of Kelowna DEVELOPMENT PLANNING

**Ironclad Developments Inc.**

Project Management  
General Contracting  
Design/ Build

**101-57158**  
Symington Rd.  
Springfield, MB.  
R2J 4L6

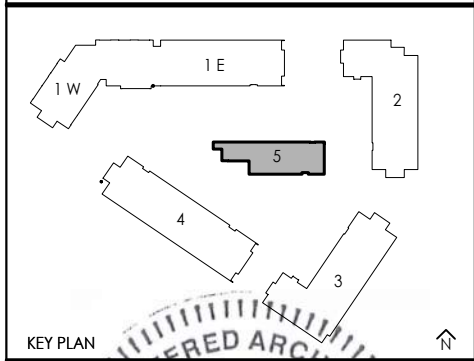
PH:  
**204-777-1972**

info@icdev.ca

Consultant

ROB J.S. GARVEY, ARCHITECT  
MAA, AIBC, LEED AP

201-57158 SYMINGTON RD 20E  
SPRINGFIELD, MB R2J 4L6  
T: 204.227.9274  
E: RGARVEY@A77.CA



REV.	DESCRIPTION OF WORK REVISED	DATE



**BUILDING 5 SOUTH ELEVATION**

SCALE 1:300

**BUILDING 5 WEST ELEVATION**

SCALE 1:300

2241 SPRINGFIELD ROAD;  
Kelowna BC.

**BUILDING 5 ELEVATIONS**

Project Number: 2102

04-30-2020	Rev Date 06-06-2022
------------	---------------------

Drawn By T.THIMM  
Designed By T.THIMM  
Checked By R.GARVEY

**ESP-6.50**

Scale 1:300



**WEST ARIAL VIEW**

SCALE

1:NTS



**NORTH ARIAL VIEW**

SCALE

1:NTS



**EAST ARIAL VIEW**

SCALE

1:NTS

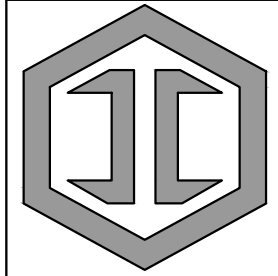


**SOUTH ARIAL VIEW**

SCALE

1:NTS

Ironclad Developments Inc.



Project Management  
General Contracting  
Design/ Build

101-57158  
Symington Rd.  
Springfield, MB,  
R2J 4L6

PH:  
204-777-1972

info@icdev.ca

**IRONCLAD**  
DEVELOPMENTS INC.

Consultant



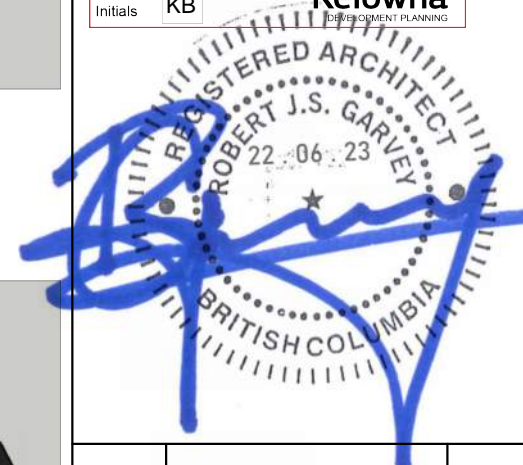
ROB J.S. GARVEY, ARCHITECT  
MAA, AIBC, LEED AP

201-57158 SYMINGTON RD 20E  
SPRINGFIELD, MB R2J 4L6  
T: 204.227.9274  
E: RGARVEY@A77.CA

**SCHEDULE B**

This forms part of application  
# DP21-0231 DVP21-0232

Planner  
Initials KB



REV.	DESCRIPTION OF WORK REVISED	DATE

2241 SPRINGFIELD ROAD;  
Kelowna BC.

3D RENDERINGS

Project Number: 2102

04-30-2020 Rev Date 06-06-2022

Drawn By T.THIMM

Designed By T.THIMM

Checked By R.GARVEY

**ESP-7.0**

Scale 1/54



**PARKING ENTRANCE VIEW**

SCALE NTS



**BUILDING 3 ROOFTOP PATIO VIEW**

SCALE NTS



**BUILDING 5 ROOFTOP PATIO VIEW**

SCALE NTS



**BUILDING 1 PARKING VIEW**

SCALE NTS



**BUILDING 1 STREET VIEW**

SCALE NTS



**BUILDING 3 AND 5 VIEW**

SCALE NTS

**Ironclad Developments Inc.**



Project Management  
General Contracting  
Design/ Build

**101-57158**  
Symington Rd.  
Springfield, MB.  
R2J 4L6

PH:  
**204-777-1972**

info@icdev.ca

**IRONCLAD DEVELOPMENTS INC.**

Consultant




ROB J.S. GARVEY, ARCHITECT  
MAA, AIBC, LEED AP

201-57158 SYMINGTON RD 20E  
SPRINGFIELD, MB R2J 4L6  
T: 204.227.9274  
E: RGARVEY@A77.CA

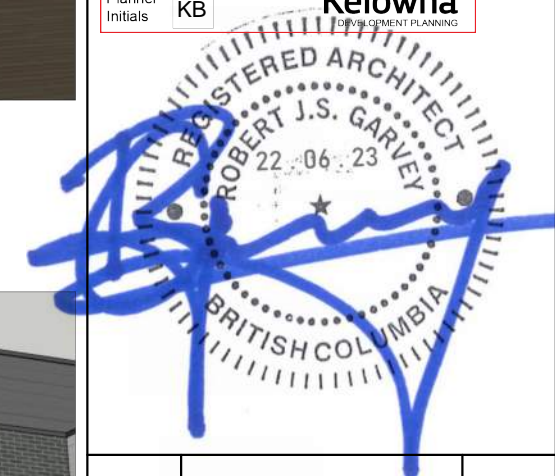
**SCHEDULE B**

This forms part of application  
# DP21-0231 DVP21-0232



City of  
**Kelowna**  
DEVELOPMENT PLANNING

Planner Initials **KB**



REV.	DESCRIPTION OF WORK REVISED	DATE

2241 SPRINGFIELD ROAD;  
Kelowna BC.

3D RENDERINGS

Project Number: 2102

04-30-2020	Rev Date 06-06-2022
------------	---------------------

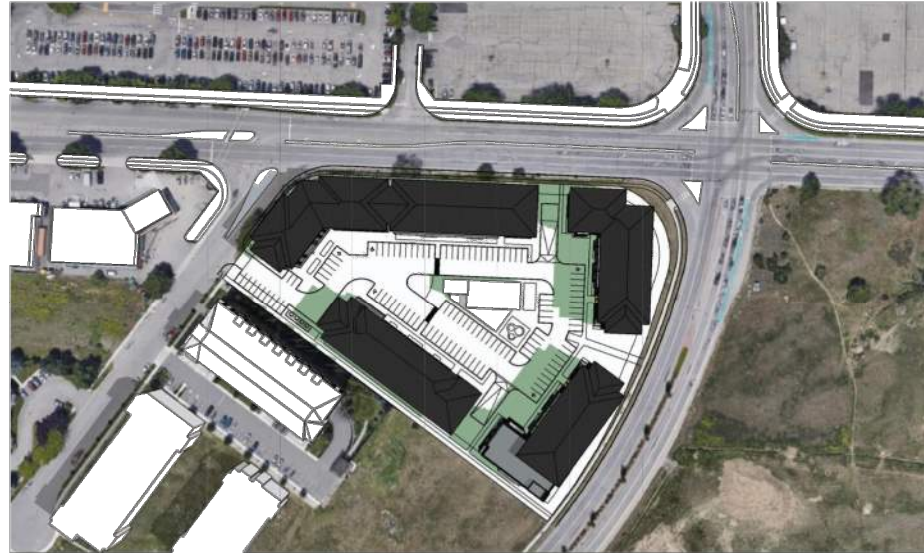
Drawn By T.THIMM  
Designed By T.THIMM  
Checked By R.GARVEY

**ESP-7.1**

Scale 1/55



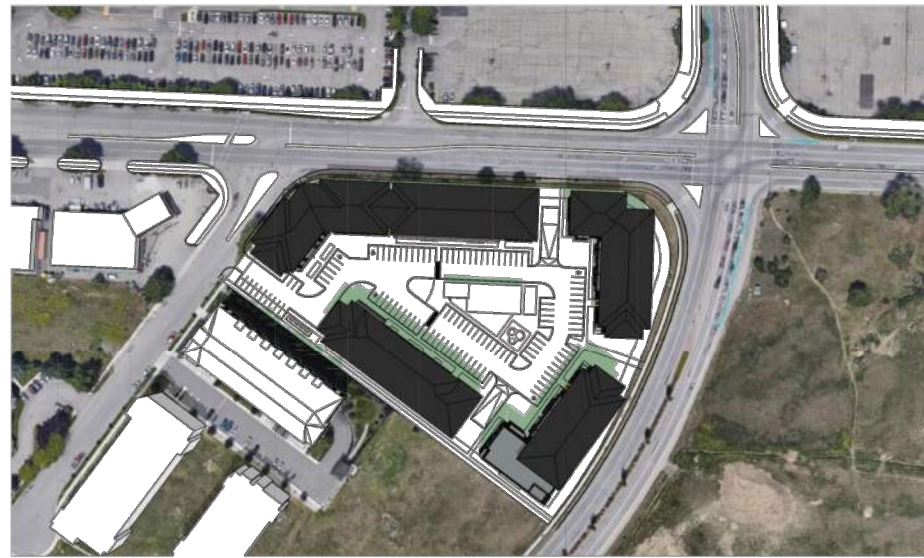
Springfield Road, Kelowna BC. - Shadow Study  
GMT - 0700 20th March - 9 am



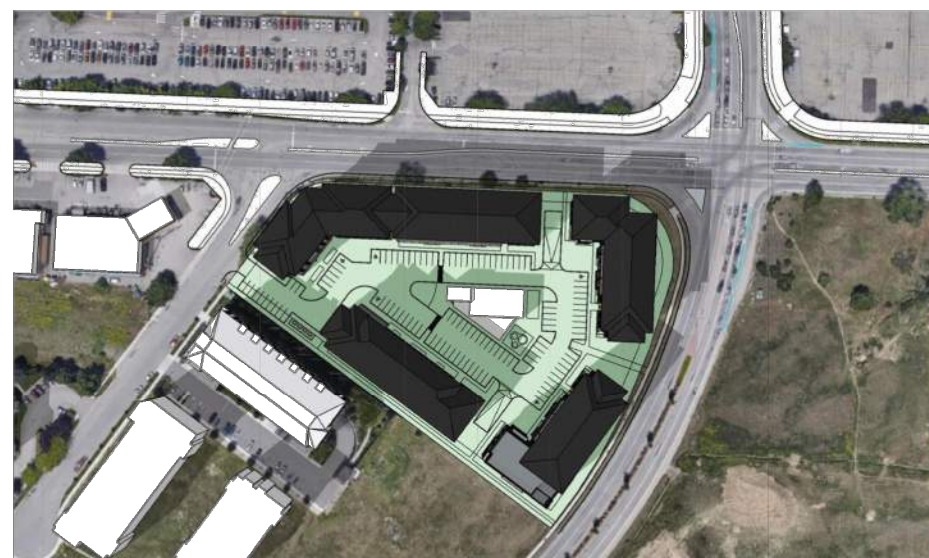
Springfield Road, Kelowna BC. - Shadow Study  
GMT - 0700 21st June - 9 am



Springfield Road, Kelowna BC. - Shadow Study  
GMT - 0700 20th March - 12 pm



Springfield Road, Kelowna BC. - Shadow Study  
GMT - 0700 21st June - 12 pm



Springfield Road, Kelowna BC. - Shadow Study  
GMT - 0700 20th March - 3 pm



Springfield Road, Kelowna BC. - Shadow Study  
GMT - 0700 21st June - 3 pm

SPRING EQUINOX

SUMMER SOLTICE

SHADOW 

**SCHEDULE** B  
This forms part of application  
# DP21-0231 DVP21-0232  
Planner Initials KB  
City of Kelowna DEVELOPMENT PLANNING

**Ironclad Developments Inc.**



Project Management  
General Contracting  
Design/ Build

101-57158  
Symington Rd.  
Springfield, MB.  
R2J 4L6

PH:  
204-777-1972  
info@icdev.ca

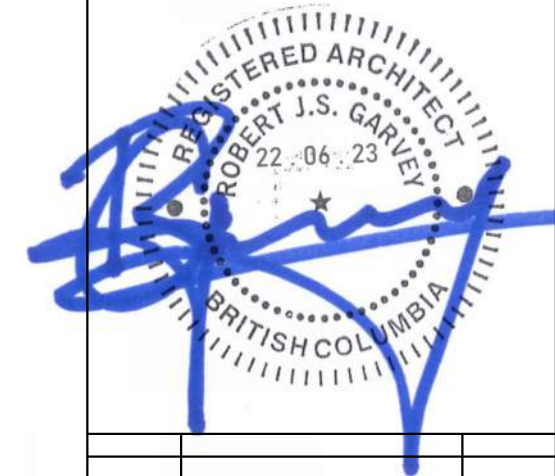
**IRONCLAD DEVELOPMENTS INC.**

Consultant



ROB J.S. GARVEY, ARCHITECT  
MAA, AIBC, LEED AP

201-57158 SYMINGTON RD 20E  
SPRINGFIELD, MB R2J 4L6  
T: 204.227.9274  
E: RGARVEY@A77.CA



REV.	DESCRIPTION OF WORK REVISED	DATE

2241 SPRINGFIELD ROAD;  
Kelowna BC.

SHADOW STUDIES

Project Number: 2102

04-30-2020	Rev Date 06-06-2022
Drawn By	T.THIMM
Designed By	T.THIMM
Checked By	R.GARVEY

**ESP-8.0**

Scale 1/56



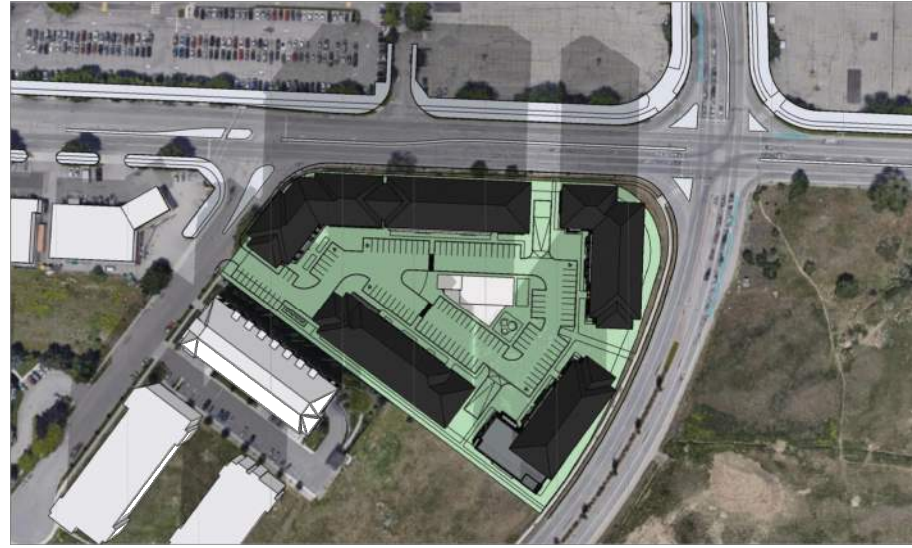
Springfield Road, Kelowna BC. - Shadow Study  
GMT - 0700 22nd September - 9 am



Springfield Road, Kelowna BC. - Shadow Study  
GMT - 0700 21st December - 9 am



Springfield Road, Kelowna BC. - Shadow Study  
GMT - 0700 22nd September - 12 pm



Springfield Road, Kelowna BC. - Shadow Study  
GMT - 0700 21st December - 12 pm



Springfield Road, Kelowna BC. - Shadow Study  
GMT - 0700 22nd September - 3 pm



Springfield Road, Kelowna BC. - Shadow Study  
GMT - 0700 21st December - 3 pm

FALL EQUINOX

WINTER SOLTICE

SHADOW 

**SCHEDULE** B

This forms part of application  
# DP21-0231 DVP21-0232

Planner Initials KB



**Ironclad Developments Inc.**



Project Management  
General Contracting  
Design/ Build


101-57158  
Symington Rd.  
Springfield, MB.  
R2J 4L6

PH:  
204-777-1972

info@icdev.ca

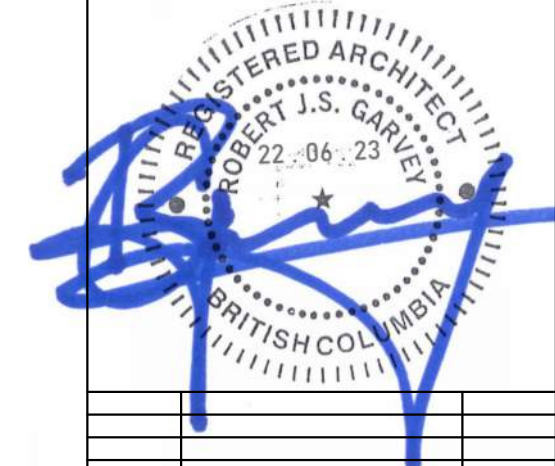
**IRONCLAD DEVELOPMENTS INC.**

Consultant



ROB J.S. GARVEY, ARCHITECT  
MAA, AIBC, LEED AP

201-57158 SYMINGTON RD 20E  
SPRINGFIELD, MB R2J 4L6  
T: 204.227.9274  
E: RGARVEY@A77.CA



REV.	DESCRIPTION OF WORK REVISED	DATE

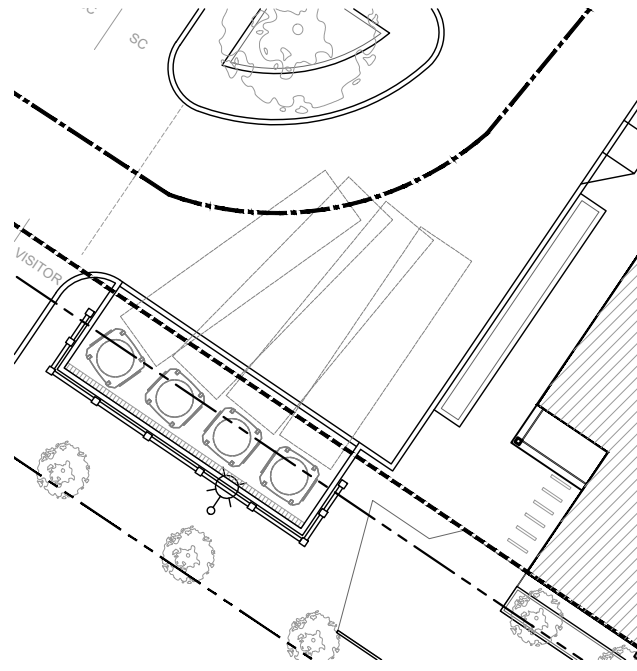
2241 SPRINGFIELD ROAD;  
Kelowna BC.

SHADOW STUDIES

Project Number: 2102	
04-30-2020	Rev Date 06-06-2022
Drawn By	T.THIMM
Designed By	T.THIMM
Checked By	R.GARVEY

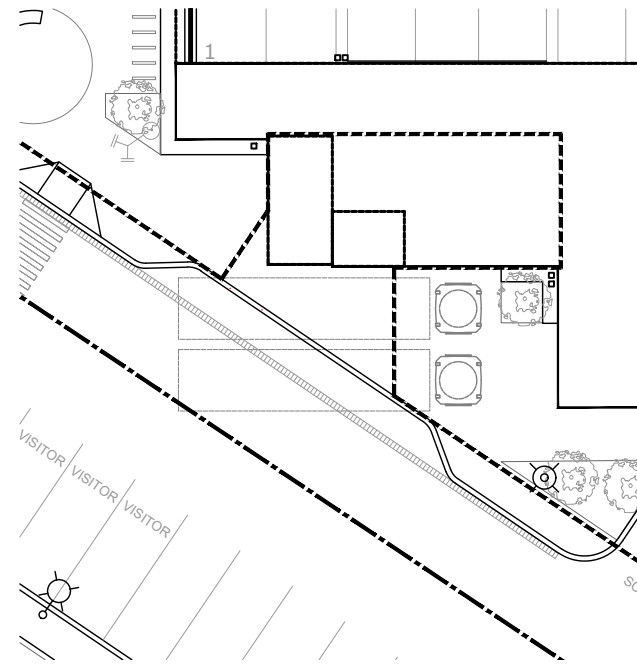
**ESP-8.1**

Scale 1/5/



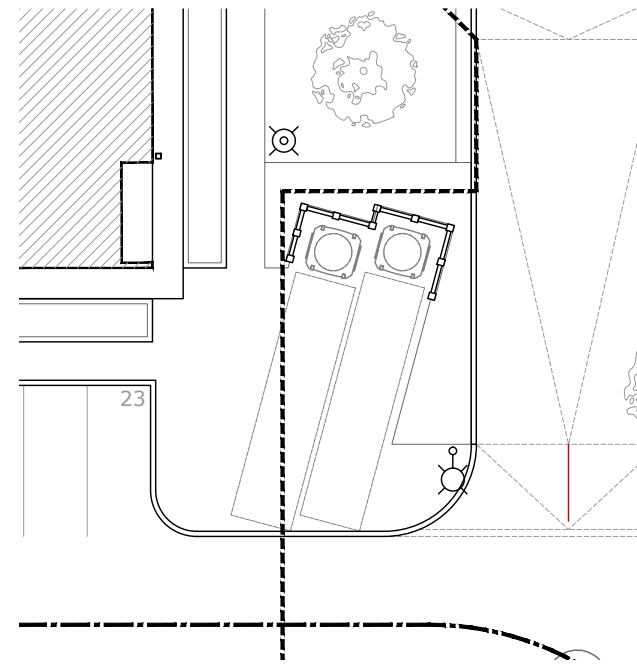
**EAST REFUSE PLAN**

SCALE 1:300



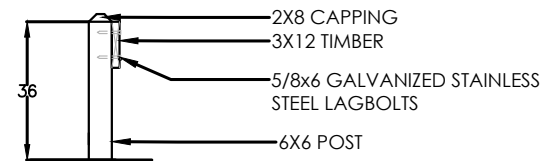
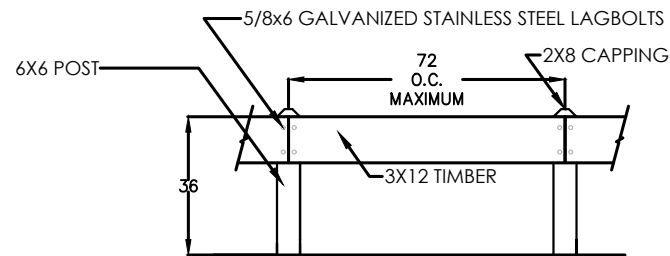
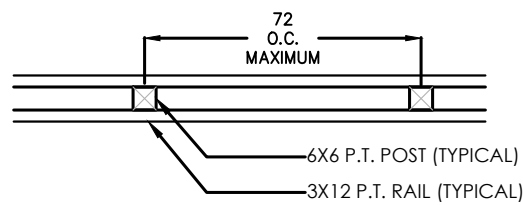
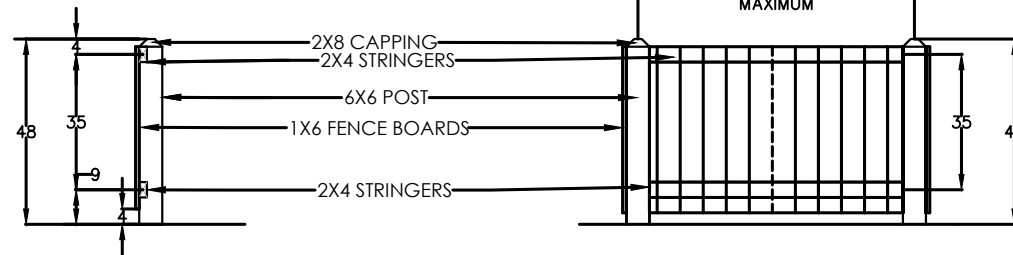
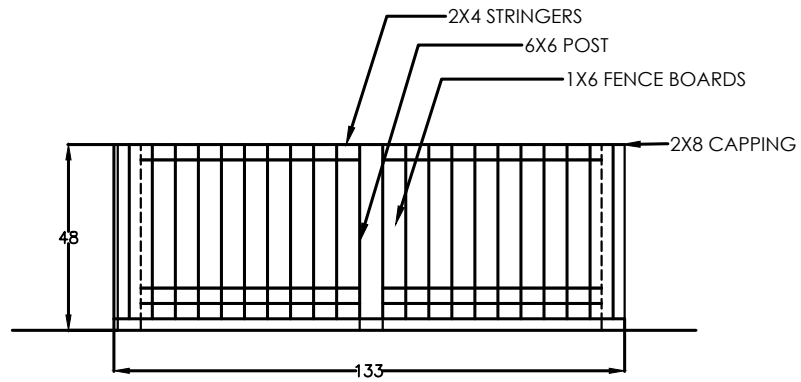
**CENTER REFUSE PLAN**

SCALE 1:300



**NORTH REFUSE PLAN**

SCALE 1:300



**FENCE DETAILS**

SCALE 1:50

**Ironclad Developments Inc.**

Project Management  
General Contracting  
Design/ Build

**101-57158**  
Symington Rd.  
Springfield, MB.  
R2J 4L6

PH:  
**204-777-1972**

info@icdev.ca

Consultant

**RJSG**  
ARCHITECT

ROB J.S. GARVEY, ARCHITECT  
MAA, AIBC, LEED AP

201-57158 SYMINGTON RD 20E  
SPRINGFIELD, MB R2J 4L6  
T: 204.227.9274  
E: RGARVEY@A77.CA



REV.	DESCRIPTION OF WORK REVISED	DATE

2241 SPRINGFIELD ROAD;  
Kelowna BC.

**REFUSE AND FENCE DETAIL**

Project Number: 2102

04-30-2020	Rev Date 06-06-2022
Drawn By	T.THIMM
Designed By	T.THIMM
Checked By	R.GARVEY

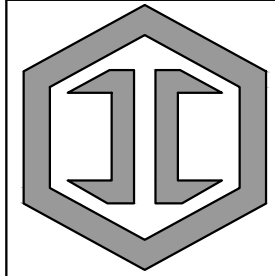
**SCHEDULE C**

This forms part of application  
# DP21-0231 DVP21-0232

City of  
**Kelowna**  
DEVELOPMENT PLANNING

Planner  
Initials **KB**

**ESP-9.0**



**IRONCLAD**  
DEVELOPMENTS INC.

Consultant

**RJSG**  
ARCHITECT

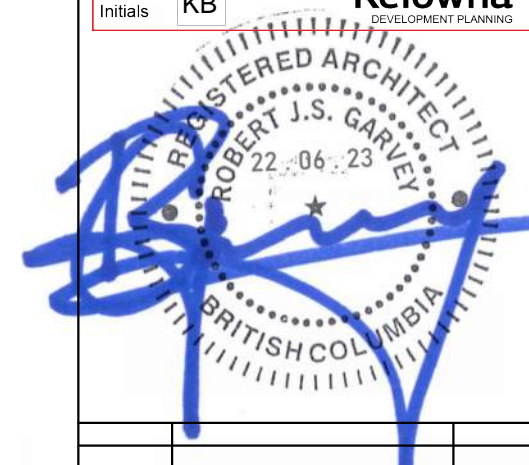
ROB J.S. GARVEY, ARCHITECT  
MAA, AIBC, LEED AP

201-57158 SYMINGTON RD 20E  
SPRINGFIELD, MB R2J 4L6  
T: 204.227.9274  
E: RGARVEY@A77.CA

**SCHEDULE C**

This forms part of application  
# DP21-0231 DVP21-0232

Planner  
Initials KB



REV.	DESCRIPTION OF WORK REVISED	DATE

2241 SPRINGFIELD ROAD;  
Kelowna BC.

EARTH BIN DETAIL

Project Number: 2102

04-30-2020 Rev Date 06-06-2022

Drawn By T.THIMM

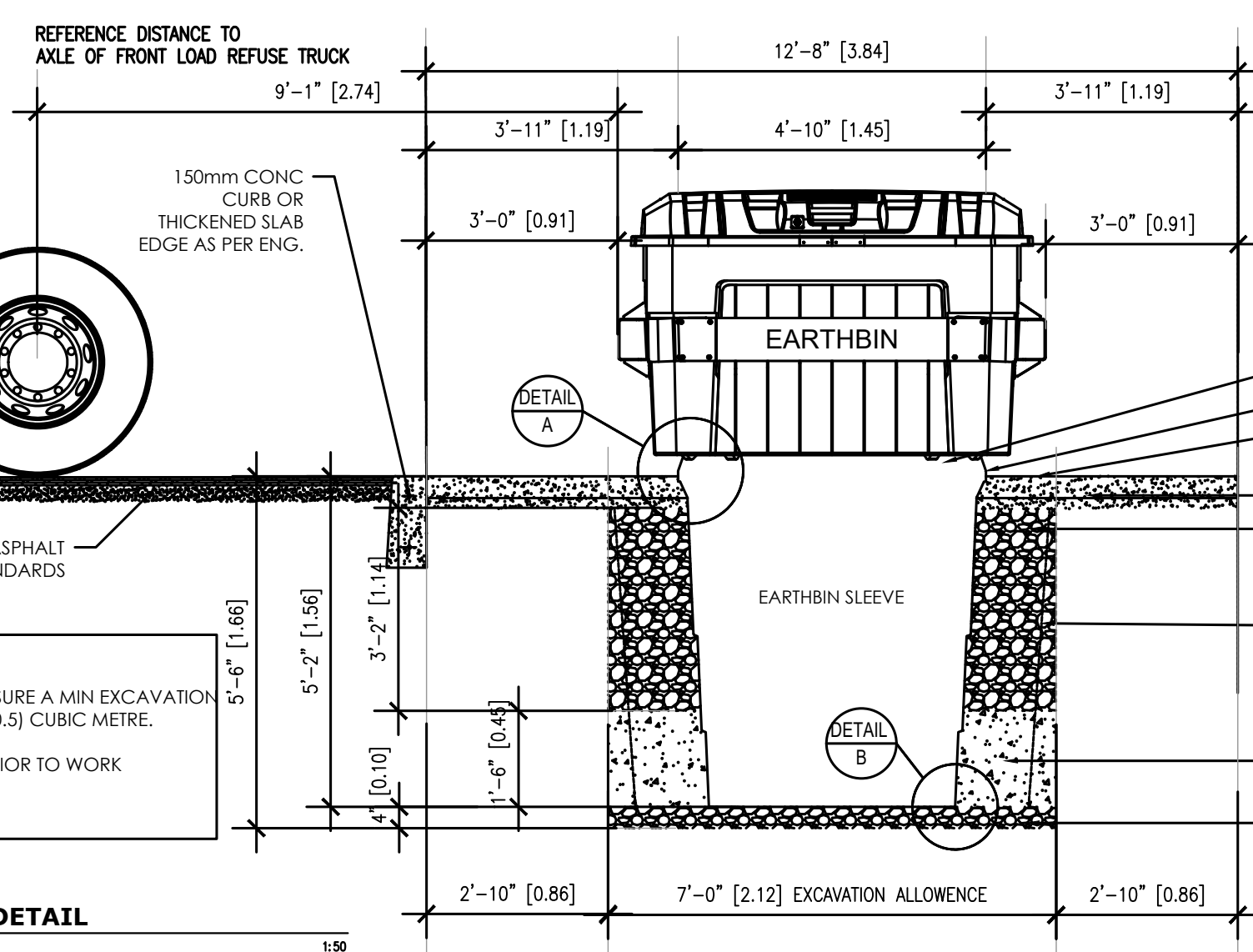
Designed By T.THIMM

Checked By R.GARVEY

**ESP-9.1**

Scale 1/8" = 1'-0" (1/8" = 1'-0")

**NOTE:**  
CONTRACTOR TO ENSURE  
ADEQUATE SPACE TO PHYSICAL  
BARRIER OR OBSTRUCTION TO  
ALLOW BIN TO BE PICKED UP.



**NOTE:**  
CONTRACTOR TO ENSURE A MIN EXCAVATION OF ONE HALF OF A (0.5) CUBIC METRE. EXCAVATION DEPTH TO BE CONFIRMED PRIOR TO WORK COMMENCING.

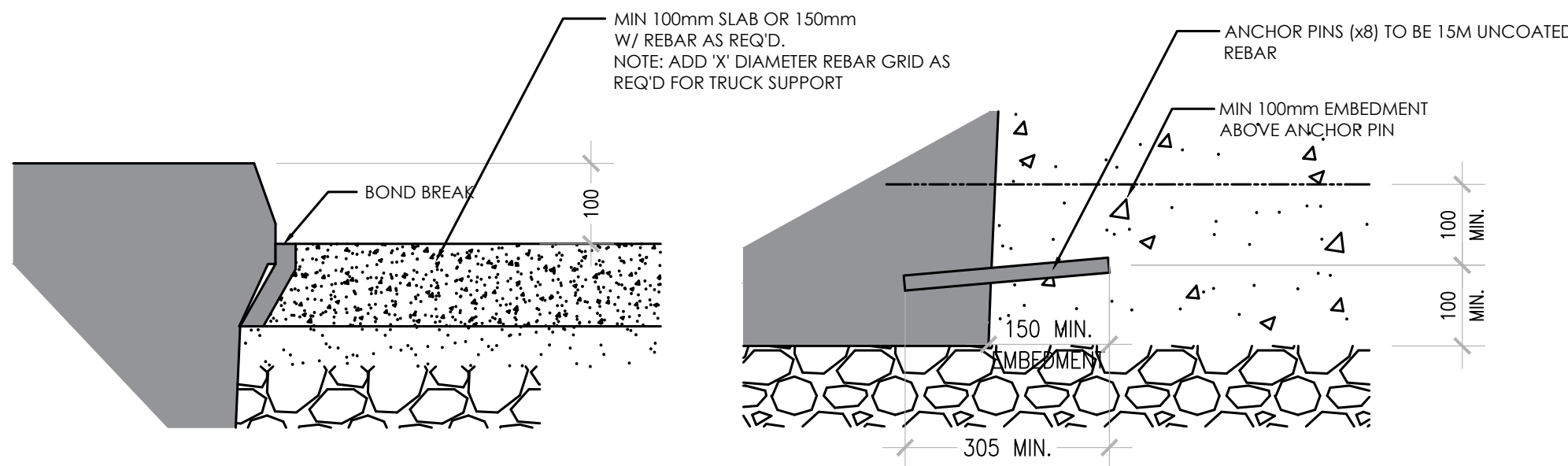
**EARTH BIN DETAIL**

SCALE 1:50

**ANCHOR PIN NOTE:**  
PLACE ANCHOR PINS (X8) IN HOLES AROUND GROUND SLEEVE PRIOR TO POURING CONCRETE. ENSURE THERE IS A MIN 150mm EMBEDMENT FOR ANCHOR PINS. ANCHOR PINS ARE TO HAVE A MIN 100mm OF COVERAGE ABOVE AND BELOW.

**NOTE:**  
DRAWINGS AND SPECS COPIED FROM WEB SITE EARTH-BIN.

**NOTE:**  
THE USE OF SHIMS TO SET SLEEVE PRIOR TO POURING CONCRETE IS ALLOWED.



**DETAIL A**

SCALE 1:10

**DETAIL B**

SCALE 1:10



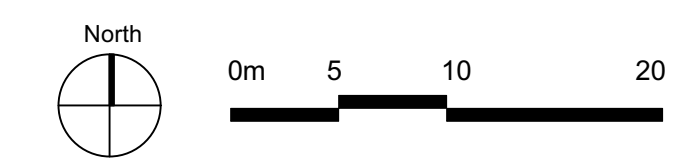
### LEGEND

- PROPERTY LINES
- UNDERGROUND PARKEDE
- BRUSH FINISH CONCRETE WALKWAYS - REFER TO CIVIL ENGRS DWGS
- DECORATIVE PAVING AREAS BRICK UNIT PAVING, EXPOSED AGGREGATE OR STAMPED CONCRETE FINISH - TBD
- DRAIN ROCK CW 2" x 4" PTW EDGER 200 MM DEPTH MIN TYP. LOCALLY AVAILABLE 3"-6" DIA. WASHED ROUND RIVER ROCK ON APPROVED FILTER FABRIC.
- LAWN = SOD ON 150 MM MIN DEPTH APPROVED GROWING MEDIUM
- PLANTING BED CW 60 MM OF 3/4" WASHED ROCK GROUND COVER (TYP) ON FILTER FABRIC ON AN APPROVED GROWING MEDIUM. 450 MM MIN DEPTH FOR SHRUBS 700 MM MIN FOR TREES
- 2 METER (6.5') HT. PRESSURE TREATED WOOD PRIVACY FENCE
- 1.5 METER (5') HT. BLACK CHAIN LINK FENCE (DOG RUN)
- 1.2 METER (4') HT. BLACK METAL PICKET FENCE
- PRESSURE TREATED WOOD EDGER LAWN / PLANTING / ROCK SEPARATIONS
- NATURAL ACCENT BOULDERS
- SKYLINE PARK BENCH BY WISHBONE (CURVED & STRAIGHT)
- SINGLE AND MULTI SPACE BIKE RACKS SECURED TO CONCRETE WALKWAY
- BEAR PROOF GARBAGE BIN
- PRESSURE TREATED WOOD PLANTERS WITH OPEN BOTTOM CW 60 MM DEPTH MULCH ON APPROVED FILTER FABRIC ON 400 mm - 700 mm DEPTH GROWING MEDIUM.
- PRECAST CONCRETE (BLOCK OR CIP) RAISED PLANTER OPEN BOTTOM CW 60 MM DEPTH MULCH ON APPROVED FILTER FABRIC ON 400 mm - 700 mm DEPTH GROWING MEDIUM.

### PROJECT PLANT LIST

SYMBOL	BOTANICAL NAME	COMMON NAME	COUNT	SIZE
<b>TREES</b>				
Am	<i>Amenchier x grandiflora</i>	Autumn Brilliance Serviceberry (multistem)	5	50cm Cal
Am	<i>Acer glabrum</i>	Amur Maple	11	50cm Cal
Aq	<i>Acer arbusculum</i>	Paperbark Maple	17	50cm Cal
Fr	<i>Fraxinus americana</i>	White Ash	10	60cm Cal
Pa	<i>Populus nigra</i>	Black Poplar	1	2m
Pr	<i>Prunella americana</i>	Common Blackberry	22	2m
Pr	<i>Prunella americana</i>	Common Blackberry	44	60cm Cal
Pr	<i>Prunella americana</i>	Common Blackberry	48	50cm Cal
Th	<i>Thuja occidentalis</i>	Eastern White Cedar	18	60cm Cal
BE	<i>Ulmus americana</i>	Black Elm	10	60cm Cal
<b>SHRUBS</b>				
ABN	<i>Abies balsamea</i>	Dwarf Balsam Fir	175	#2pot
CaK	<i>Cornus sericea</i>	Dwarf Spice Dogwood	301	#2pot
CaS	<i>Caragana arborescens</i>	Southwestern Caragana	25	#2pot
C	<i>Cotoneaster lucidus/aquifolia</i>	Cotoneaster Hedge	197	#2pot
CC	<i>Caryopteris x clandonensis</i>	Bluebird, Blue Mist Spirea	32	#2pot
HA	<i>Hydrangea arborescens</i>	Arborescens Hydrangea	40	#2pot
HR	<i>Rosa rugosa</i>	Henry Hudson Rose (White)	55	#2pot
JH	<i>Juniperus horizontalis</i>	Andromeda Juniper	9	#2pot
JH	<i>Juniperus horizontalis</i>	Blue Prince Juniper	22	#2pot
JH	<i>Juniperus communis</i>	Horizontal Native Juniper	31	#2pot
pr	<i>Philadelphus x virginicus</i>	Dwarf Snowflake	4	#2pot
Sp	<i>Spiraea x bumalda</i>	Goldflame Spirea	195	#2pot
Sh	<i>Samolus carolinensis</i>	Snowberry	5	#2pot
Y	<i>Yucca filamentosa</i>	Golden Sword Yucca	73	#1pot
Y	<i>Yucca aloecoides</i>	Sword Yucca	67	#1pot
<b>ORNAMENTAL GRASSES</b>				
ck	<i>Calamagrostis x acutifolia</i>	Feather Reed Grass	436	#1pot
Dc	<i>Deschampsia cespitosa</i>	Tufted Hairgrass	374	#1pot
H	<i>Helictotrichon sempervirens</i>	Blue Hair Grass	45	#1pot
Sh	<i>Sporobolus heterolepis</i>	Prairie Dropseed	132	#1pot
ka	<i>Koeleria glauca</i>	Blue Hair Grass	60	#1pot
<b>PERENNIALS/GROUNDCOVERS</b>				
A	<i>Allium cepa</i>	Nodding Onion	48	#1pot
C	<i>Clematis jackmanii</i>	Jackman's Clematis	7	#1pot
K	<i>Arctostaphylos uva-ursi</i>	Kinnikinnick	17	10cm pot
DS	<i>Desmodium illinoense</i>	Dwarf Russian Sage	36	#1pot
E	<i>Echinacea purpurea</i>	Purple Coneflower	28	#1pot
N	<i>Nepeta x faassenii</i>	Drosera Catmint	42	#1pot
Y	<i>Yucca filamentosa</i>	Golden Sword Yucca	67	#1pot

NOTE: ALL WORK AND MATERIALS SHALL BE TO CANADIAN LANDSCAPE STANDARDS



### SCHEDULE C

This forms part of application # DP21-0231 DVP21-0232

Planner Initials **KB**

**IRONCLAD DEVELOPMENTS INC.**

Project Management  
General Contracting  
Design/Bid

101-57158  
Springfield Rd.  
Springfield, MB.  
R2J 4L6

Ph: 204-777-1972  
info@icdev.ca

Date	Revisions	By
Sept 9-21	Progress Review	SD
Sept 13-21	Progress Review	SD
Jun 20 22	Progress Review	SD/LS

**LAZZARIN SVISDAHL**  
LANDSCAPE ARCHITECTS

203-1300 1st Avenue, Prince George B.C. V2L 2Y3  
250-563-6158 www.lsla-landarch.com

Project  
2241 SPRINGFIELD ROAD  
KELOWNA, BC

Sheet Title  
**Landscape Plan**

Date  
July 05, 2021

Scale  
1:350 METERS

Drawn By  
SD/LS

Project No.

Copyright reserved. This drawing and the design are, and at all times remain the exclusive property of Lazzarin Svisdahl Landscape Architects and cannot be used without the Landscape Architect's written consent.

Drawing No.  
**L 1**

### PROPOSED PROJECT TREES



### POTENTIAL BOULEVARD STREETSCAPE TREE OPTIONS



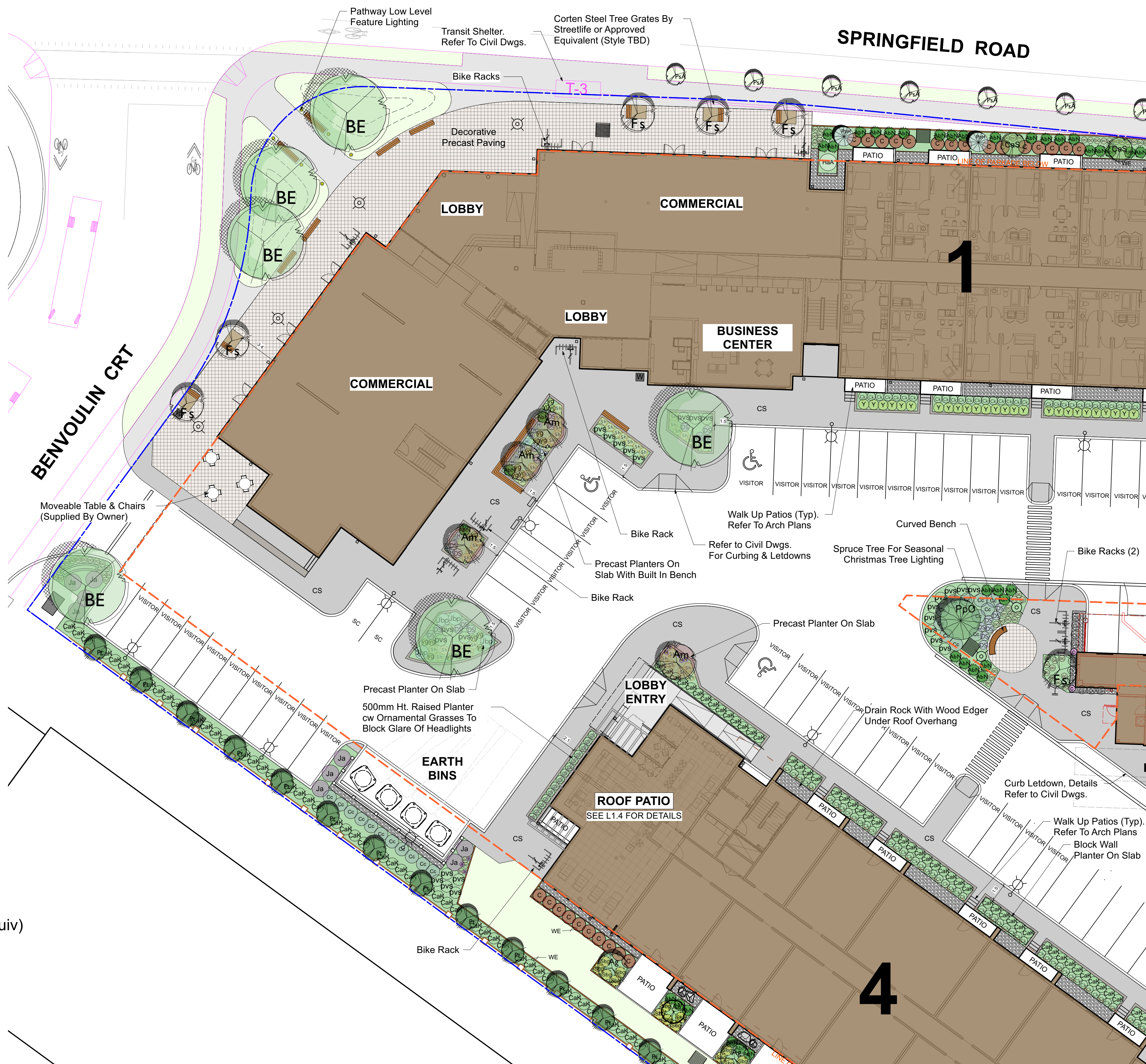


**SCHEDULE C**

This forms part of application  
# DP21-0231 DVP21-0232

Planner Initials **KB**

City of **Kelowna**  
DEVELOPMENT PLANNING



**LEGEND**

- PROPERTY LINES
- UNDERGROUND PARKADE
- BRUSH FINISH CONCRETE WALKWAYS - REFER TO CIVIL DWGS
- DECORATIVE PAVING AREAS: BRICK UNIT PAVING, EXPOSED AGGREGATE OR STAMPED CONCRETE FINISH - TBD
- DRAIN ROCK CW 2" x 4" PTW EDGER 200 MM DEPTH MIN TYP. LOCALLY AVAILABLE 3'-4" DIA. WASHED ROUND RIVER ROCK ON APPROVED FILTER FABRIC.
- LAWN = SOD ON 150 MM MIN DEPTH APPROVED GROWING MEDIUM
- PLANTING BED CW 60 MM OF 3/4" WASHED ROCK GROUNDCOVER (TYP) ON FILTER FABRIC ON AN APPROVED GROWING MEDIUM. 450 MM MIN DEPTH FOR SHRUBS 700 MM MIN FOR TREES
- 2 METER (6.5') HT. PRESSURE TREATED WOOD PRIVACY FENCE
- 1.5 METER (5) HT. BLACK CHAIN LINK FENCE (DOG RUN)
- 1.2 METER (4') HT. BLACK METAL PICKET FENCE
- PRESSURE TREATED WOOD EDGER LAWN / PLANTING / ROCK SEPARATIONS
- NATURAL ACCENT BOULDERS
- SKYLINE PARK BENCH BY WISHBONE (CURVED & STRAIGHT)
- SINGLE AND MULTI SPACE BIKE RACKS SECURED TO CONCRETE WALKWAY
- BEAR PROOF GARBAGE BIN
- PRESSURE TREATED WOOD PLANTERS WITH OPEN BOTTOM CW 60 MM DEPTH MULCH ON APPROVED FILTER FABRIC ON 400 mm - 700 mm DEPTH GROWING MEDIUM.
- PRECAST CONCRETE (BLOCK OR CIP) RAISED PLANTER OPEN BOTTOM CW 60 MM DEPTH MULCH ON APPROVED FILTER FABRIC ON 400 mm - 700 mm DEPTH GROWING MEDIUM.

**IRONCLAD DEVELOPMENTS INC.**

Project Management  
General Contracting  
Design/Build

101-57158  
Symington Rd.  
Springfield, MB.  
R2J 4L6

Ph: 204-777-1972  
info@icdev.ca

Date	Revisions	By
Jun 20 22	Progress Review	SD/LS

**LAZZARIN SVISDAHL**  
LANDSCAPE ARCHITECTS

203-1300 1st Avenue, Prince George B.C. V2L 2Y3  
250-563-6158 www.lsla-landarch.com

Project  
2241 SPRINGFIELD ROAD  
KELOWNA, BC

Sheet Title  
**Landscape Plan  
Enlargement 1**

Date July 05, 2021  
Scale 1:200 METERS  
Drawn By SD/LS  
Project No.

Copyright reserved. This drawing and the design are, and at all times remain the exclusive property of Lazzarin Svisdahl Landscape Architects and cannot be used without the Landscape Architect's written consent.

Drawing No.  
**L 1.1**



**TREE GRATE WITH BENCH**  
PRECEDENT IMAGE FOR TREE GRATE BENCH LAYOUT (SEE PROJECT BENCH NOTED BELOW FOR PROPOSED PRODUCT)

**PROJECT BENCHES**



**Skyline Curved Park Bench**  
Model Number: **SLCB-11**  
Wishbone Site Furnishings Ltd. (or approved equiv)

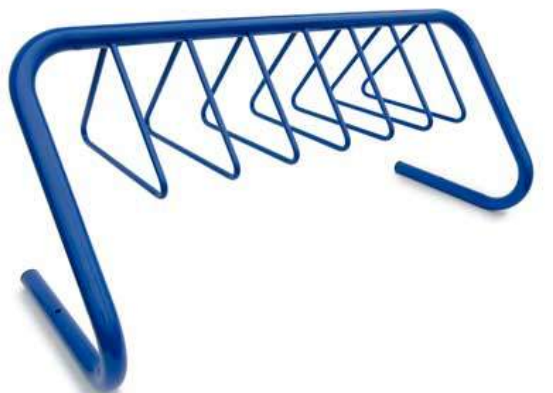


**Skyline Park Bench**  
Model Number: **SLB-6**  
Wishbone Site Furnishings Ltd. (or approved equiv)

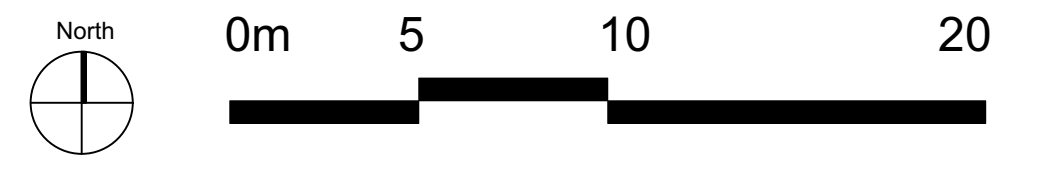
Powder Coated Black Metal Base and Arm Rests  
Walnut Colour Plastic Lumbar Seat Boards  
Surface Mount To Concrete Walkway with Manufacture Supplied Hardware



**PRECAST BLOCK PLANTER**  
Allan Block Splittfaced Planters On Slab (or Approved Equivalent)



**Bike Rack**  
Cora Bike Rack (or Approved Equivalent)  
Powder Coated Aluminum (Colour To Be Determined)



NOTE: ALL WORK AND MATERIALS SHALL BE TO CANADIAN LANDSCAPE STANDARDS



**Play Berm with Climbing Features & Fall Surface Artificial Turf**  
A soft, cushioned play surface with fall zones safety-rated to 16 feet.



**PLAY BERM PRECEDENT**

**LEGEND**

- PROPERTY LINES
- UNDERGROUND PARKADE
- BRUSH FINISH CONCRETE WALKWAYS - REFER TO CIVIL ENG DWGS
- DECORATIVE PAVING AREAS BRICK UNIT PAVING, EXPOSED AGGREGATE OR STAMPED CONCRETE FINISH - TBD
- DRAIN ROCK CW 2" x 4" PTW EDGER 200 MM DEPTH MIN TYP. LOCALLY AVAILABLE 3'-6" DIA. WASHED ROUND RIVER ROCK ON APPROVED FILTER FABRIC.
- LAWN = SOD ON 150 MM MIN DEPTH APPROVED GROWING MEDIUM
- PLANTING BED CW 60 MM OF 3/4" WASHED ROCK GROUND COVER (TYP) ON FILTER FABRIC ON AN APPROVED GROWING MEDIUM. 450 MM MIN DEPTH FOR SHRUBS 700 MM MIN FOR TREES
- 2 METER (6.5') HT. PRESSURE TREATED WOOD PRIVACY FENCE
- 1.5 METER (5') HT. BLACK CHAIN LINK FENCE (DOG RUN)
- 1.2 METER (4') HT. BLACK METAL PICKET FENCE
- PRESSURE TREATED WOOD EDGER LAWN / PLANTING / ROCK SEPARATIONS
- NATURAL ACCENT BOULDERS
- SKYLINE PARK BENCH BY WISHBONE (CURVED & STRAIGHT)
- SINGLE AND MULTI SPACE BIKE RACKS SECURED TO CONCRETE WALKWAY
- BEAR PROOF GARBAGE BIN
- PRESSURE TREATED WOOD PLANTERS WITH OPEN BOTTOM CW 60 MM DEPTH MULCH ON APPROVED FILTER FABRIC ON 400 mm - 700 mm DEPTH GROWING MEDIUM.
- PRECAST CONCRETE (BLOCK OR CIP) RAISED PLANTER OPEN BOTTOM CW 60 MM DEPTH MULCH ON APPROVED FILTER FABRIC ON 400 mm - 700 mm DEPTH GROWING MEDIUM.

**SCHEDULE C**  
This forms part of application # DP21-0231 DVP21-0232  
City of Kelowna DEVELOPMENT PLANNING  
Planner Initials KB

**PROJECT BENCHES**

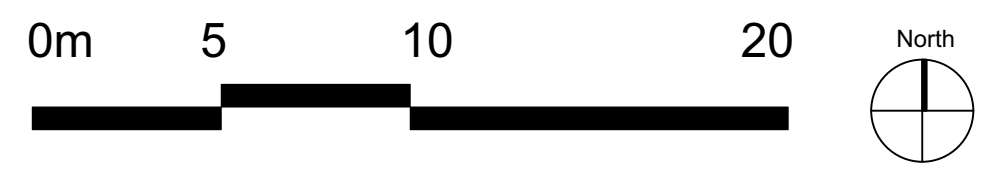


**Skyline Curved Park Bench**  
Model Number: SLCB-11  
Wishbone Site Furnishings Ltd.(or approved equiv)



**Skyline Park Bench**  
Model Number: SLB-6  
Wishbone Site Furnishings Ltd.(or approved equiv)

Powder Coated Black Metal Base and Arm Rests  
Walnut Colour Plastic Lumbar Seat Boards  
Surface Mount To Concrete Walkway with Manufacture Supplied Hardware



NOTE: ALL WORK AND MATERIALS SHALL BE TO CANADIAN LANDSCAPE STANDARDS



**PRECAST BLOCK PLANTER**  
Allan Block Splitfaced Planters On Slab (or Approved Equivalent)



**Bike Rack**  
Cora Bike Rack (or Approved Equivalent)  
Powder Coated Aluminium (Colour To Be Determined)

**Courtyard**  
Courtyard Seating & Planting



**IRONCLAD DEVELOPMENTS INC.**  
Project Management  
General Contracting  
Design/ Build  
101-57158  
Sydney Rd.  
Springfield, MB.  
R2J 4L6  
Ph: 204-777-1972  
info@icdev.ca

Date	Revisions	By
Jun 20 22	Progress Review	SD/LS

**LAZZARIN SVISDAHL**  
LANDSCAPE ARCHITECTS  
203-1300 1st Avenue, Prince George B.C. V2L 2Y3  
250-563-6158 www.lsla-landarch.com

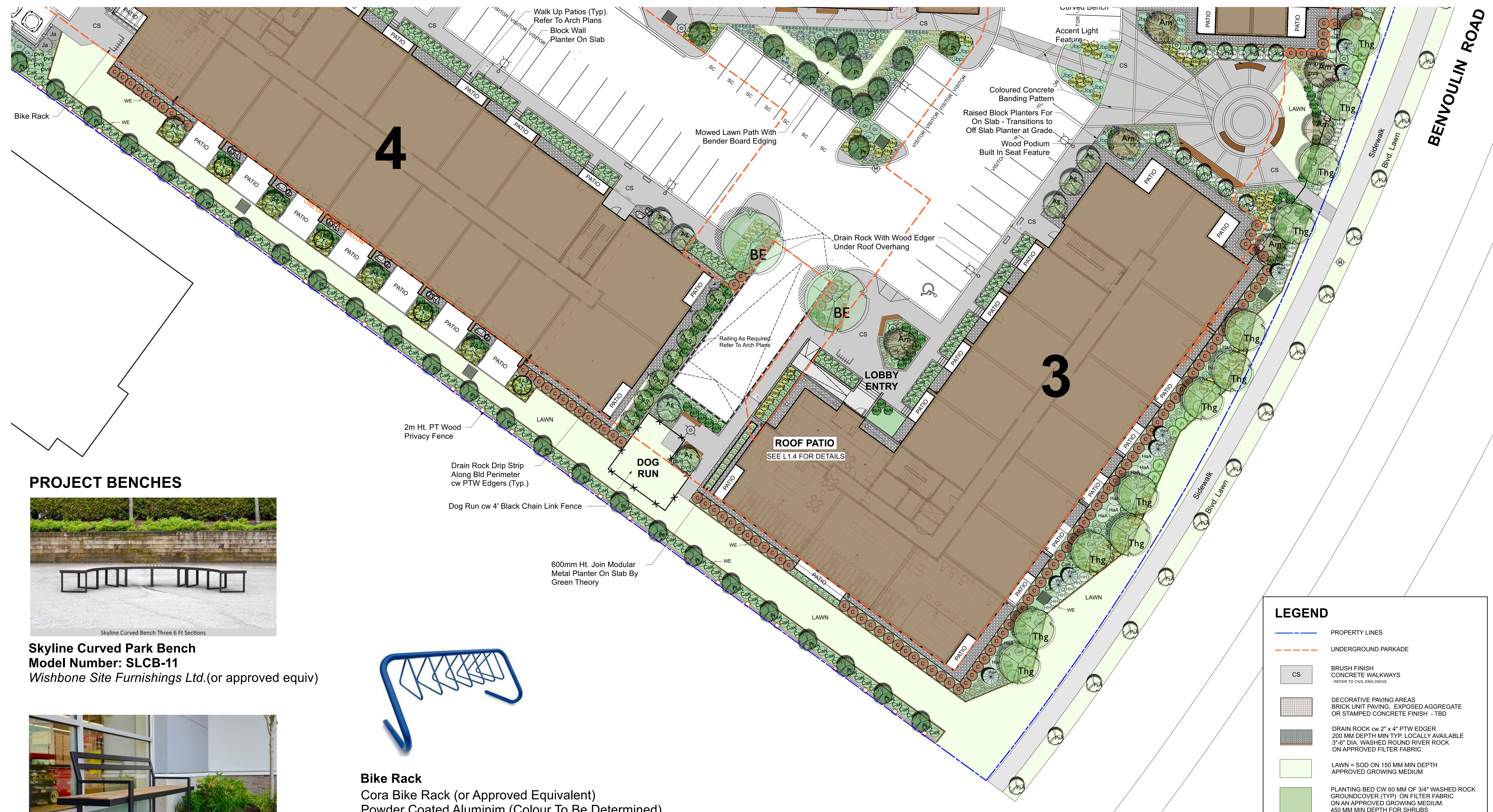
Project  
2241 SPRINGFIELD ROAD  
KELOWNA, BC

Sheet Title  
**Landscape Plan Enlargement 2**

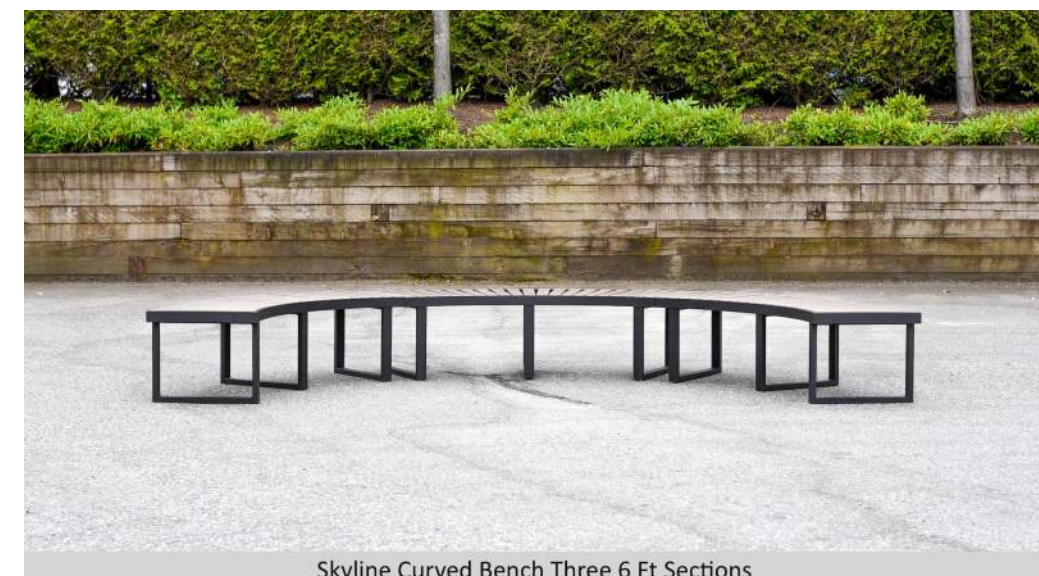
Date July 05, 2021  
Scale 1:200 METERS  
Drawn By SD/LS  
Project No.

Copyright reserved. This drawing and the design are, and at all times remain the exclusive property of Lazzarin Svisdahl Landscape Architects and cannot be used without the Landscape Architect's written consent.

Drawing No.  
**L 1.2**



**PROJECT BENCHES**



**Skyline Curved Park Bench**  
**Model Number: SLCB-11**  
 Wishbone Site Furnishings Ltd.(or approved equiv)



**Skyline Park Bench**  
**Model Number: SLB-6**  
 Wishbone Site Furnishings Ltd.(or approved equiv)

Powder Coated Black Metal Base and Arm Rests  
 Walnut Colour Plastic Lumbar Seat Boards  
 Surface Mount To Concrete Walkway with  
 Manufacture Supplied Hardware



**Bike Rack**  
 Cora Bike Rack (or Approved Equivalent)  
 Powder Coated Aluminium (Colour To Be Determined)

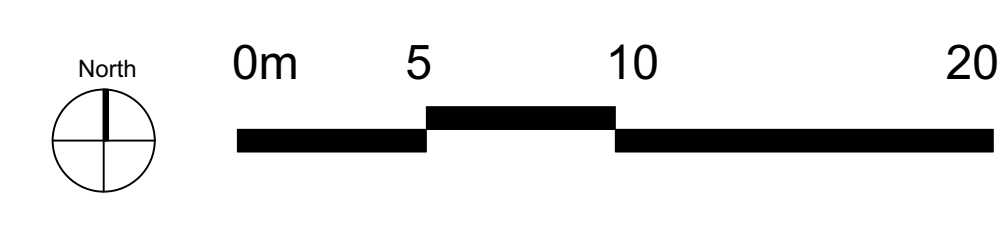


**PRECAST BLOCK PLANTER**  
 Allan Block Splitfaced Planters On Slab  
 (or Approved Equivalent)

**LEGEND**

- PROPERTY LINES
- UNDERGROUND PARKADE
- BRUSH FINISH CONCRETE WALKWAYS - REFER TO CIVIL ENG DWGS
- DECORATIVE PAVING AREAS BRICK UNIT PAVING, EXPOSED AGGREGATE OR STAMPED CONCRETE FINISH - TBD
- DRAIN ROCK CW 2" x 4" PTW EDGER 200 MM DEPTH MIN TYP. LOCALLY AVAILABLE 3"-6" DIA. WASHED ROUND RIVER ROCK ON APPROVED FILTER FABRIC.
- LAWN = SOD ON 150 MM MIN DEPTH APPROVED GROWING MEDIUM
- PLANTING BED CW 60 MM OF 3/4" WASHED ROCK GROUNDCOVER (TYP) ON FILTER FABRIC ON AN APPROVED GROWING MEDIUM. 450 MM MIN DEPTH FOR SHRUBS 700 MM MIN FOR TREES
- 2 METER (6.5') HT. PRESSURE TREATED WOOD PRIVACY FENCE
- 1.5 METER (5') HT. BLACK CHAIN LINK FENCE (DOG RUN)
- 1.2 METER (4') HT. BLACK METAL PICKET FENCE
- PRESSURE TREATED WOOD EDGER LAWN / PLANTING / ROCK SEPARATIONS
- NATURAL ACCENT BOULDERS
- SKYLINE PARK BENCH BY WISHBONE (CURVED & STRAIGHT)
- SINGLE AND MULTI SPACE BIKE RACKS SECURED TO CONCRETE WALKWAY
- BEAR PROOF GARBAGE BIN
- PRESSURE TREATED WOOD PLANTERS WITH OPEN BOTTOM CW 60 MM DEPTH MULCH ON APPROVED FILTER FABRIC ON 400 mm - 700 mm DEPTH GROWING MEDIUM.
- PRECAST CONCRETE (BLOCK OR CIP) RAISED PLANTER OPEN BOTTOM CW 60 MM DEPTH MULCH ON APPROVED FILTER FABRIC ON 400 mm - 700 mm DEPTH GROWING MEDIUM.

**SCHEDULE C**  
 This forms part of application  
 # DP21-0231 DVP21-0232  
 Planner Initials **KB**  
 City of Kelowna  
 DEVELOPMENT PLANNING



NOTE: ALL WORK AND MATERIALS SHALL BE TO CANADIAN LANDSCAPE STANDARDS

**IRONCLAD DEVELOPMENTS INC.**  
 Project Management  
 General Contracting  
 Design/ Build  
 101-57158  
 Symington Rd.  
 Springfield, MB.  
 R2J 4L6  
 Ph: 204-777-1972  
 info@icdev.ca

Date	Revisions	By
Jun 20 22	Progress Review	SD/LS

**LAZZARIN SVISDAHL**  
 LANDSCAPE ARCHITECTS  
 203-1300 1st Avenue, Prince George B.C. V2L 2Y3  
 250-563-6158 www.lsla-landarch.com

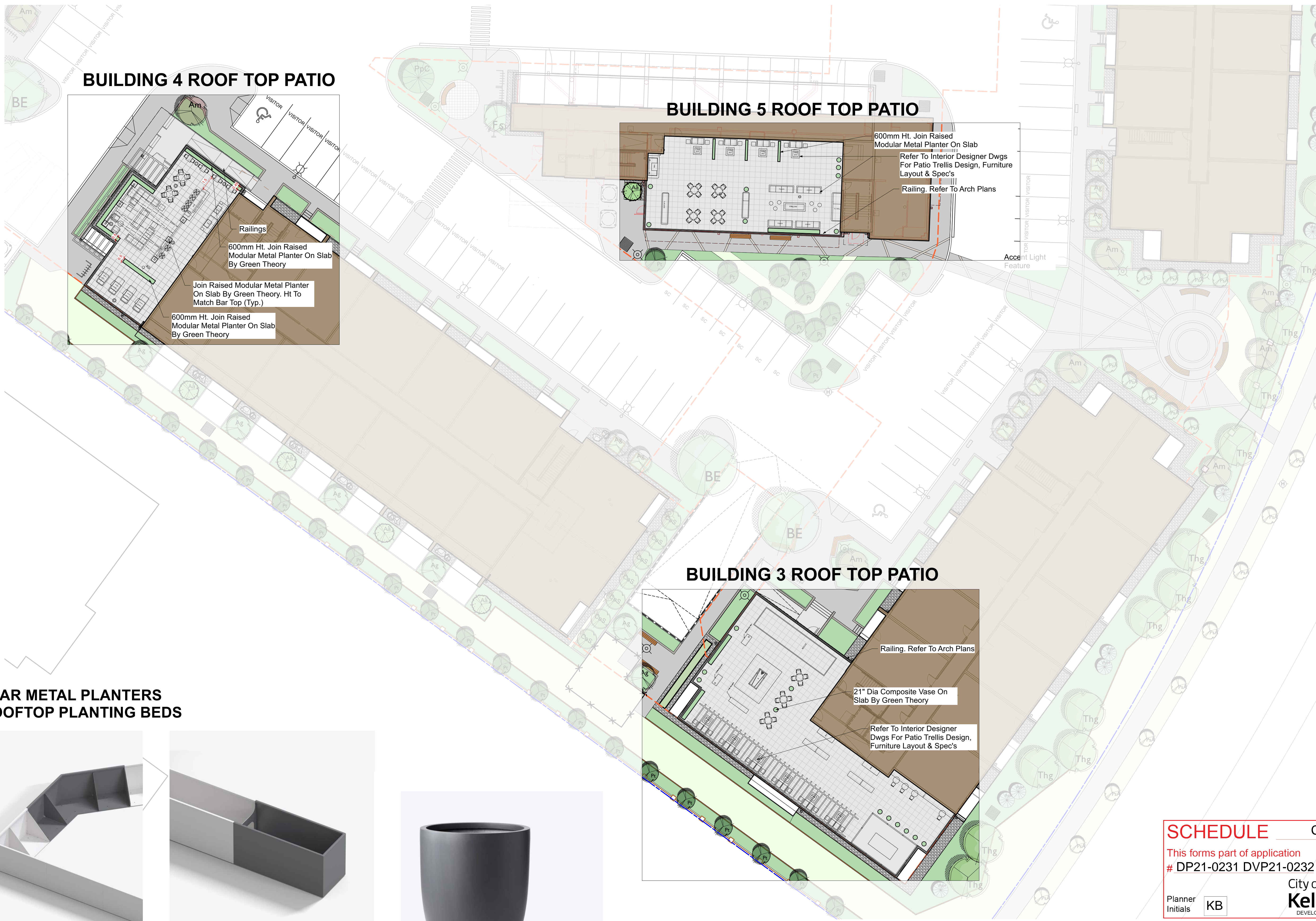
Project  
 2241 SPRINGFIELD ROAD  
 KELOWNA, BC

Sheet Title  
**Landscape Plan  
 Enlargement 3**

Date July 05, 2021  
 Scale 1:200 METERS  
 Drawn By SD/LS  
 Project No.

Copyright reserved. This drawing and the design are, and at all times remain the exclusive property of Lazzarin Svidahl Landscape Architects and cannot be used without the Landscape Architect's written consent.

Drawing No.  
**L 1.3**



**IRONCLAD DEVELOPMENTS INC.**

Project Management  
General Contracting  
Design/ Build

101-57158  
Symington Rd.  
Springfield, MB  
R2J 4L6

Ph: 204-777-1972  
info@icdev.ca

Date	Revisions	By
Jun 20 22	Progress Review	SD/LS

**LAZZARIN SVISDAHL**  
LANDSCAPE ARCHITECTS

203-1300 1st Avenue, Prince George B.C. V2L 2Y3  
250-563-6158 www.isla-landarch.com

Project  
2241 SPRINGFIELD ROAD  
KELOWNA, BC

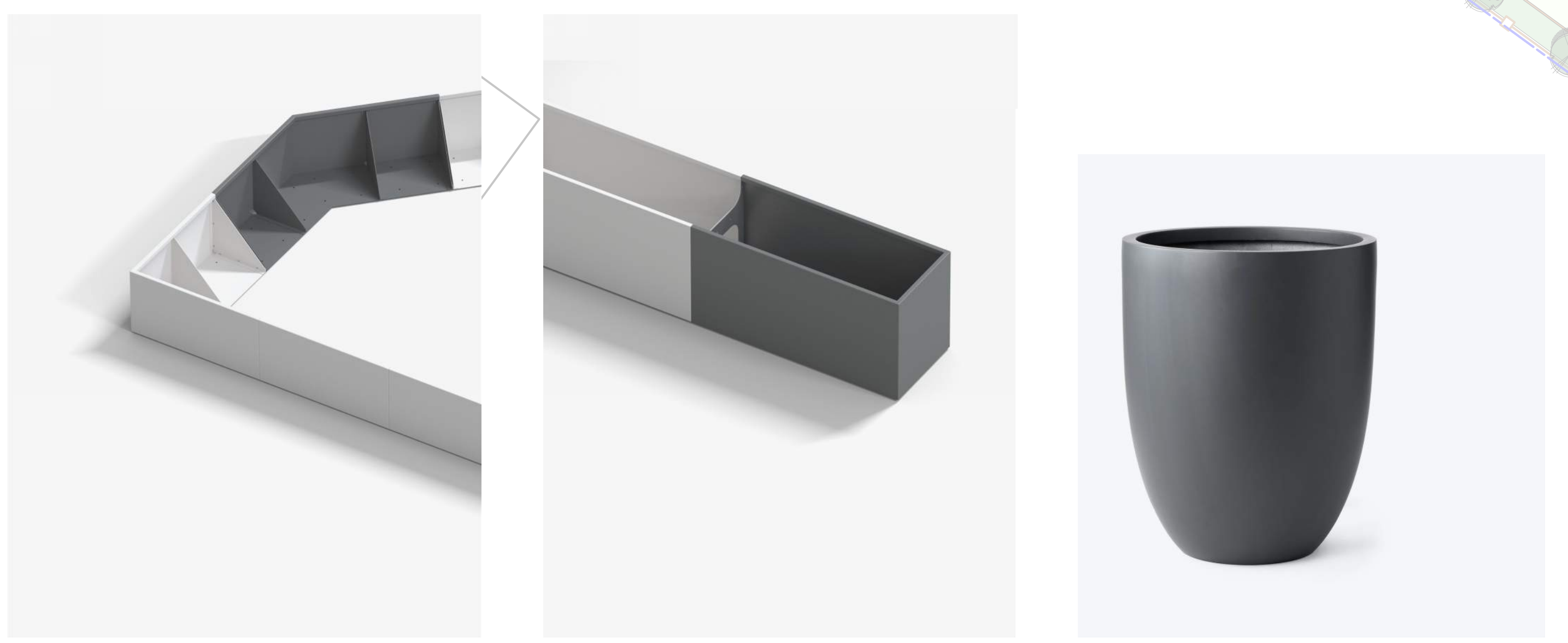
Sheet Title  
**Landscape Plan  
Roof Terrace**

Date July 05, 2021  
Scale 1:200 METERS  
Drawn By SD/LS  
Project No.

Copyright reserved. This drawing and the design are, and at all times remain the exclusive property of Lazzarin Svisdahl Landscape Architects and cannot be used without the Landscape Architect's written consent.

Drawing No.  
**L 1.4**

**MODULAR METAL PLANTERS FOR ROOFTOP PLANTING BEDS**



**Join Edging Planter. Colour T.B.D.**  
By Green Theory (or approved equiv)

**Join Modular Planter. Colour T.B.D.**  
By Green Theory (or approved equiv)

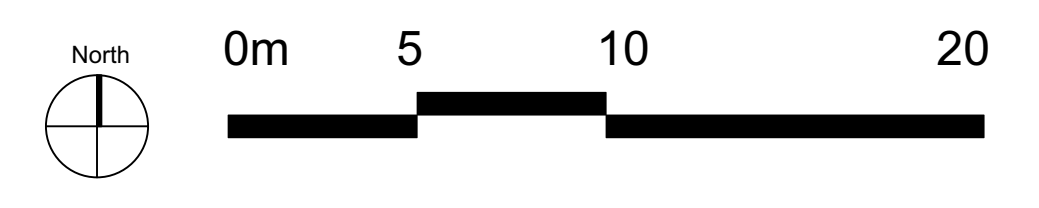
**Composite Vase Planter  
21" Dia x 26" Ht.**  
By Green Theory (or approved equiv)

**SCHEDULE C**

This forms part of application  
# DP21-0231 DVP21-0232

City of Kelowna  
DEVELOPMENT PLANNING

Planner Initials KB



NOTE: ALL WORK AND MATERIALS SHALL BE TO CANADIAN LANDSCAPE STANDARDS



# FORM & CHARACTER – DEVELOPMENT PERMIT GUIDELINES

**Chapter 2 - The Design Foundations:** apply to all projects and provide the overarching principles for supporting creativity, innovation and design excellence in Kelowna.

- Facilitate Active Mobility
- Use Placemaking to Strengthen Neighbourhood Identity
- Create Lively and Attractive Streets & Public Spaces
- Design Buildings to the Human Scale
- Strive for Design Excellence

**The General Residential and Mixed Use Guidelines:** provide the key guidelines that all residential and mixed use projects should strive to achieve to support the Design Foundations.

- The General Guidelines are supplement by typology-specific guidelines (e.g., Townhouses & Infill on page 18-19, High-Rise Residential and Mixed-Use on page 18-42), which provide additional guidance about form and character.

## Chapter 2 - Design Foundations

Apply To All Projects

Page 18-8

**Section 2.1 - General Residential and Mixed Use Design Guidelines**  
 Page 18-9

**Section 2.2 - Achieving High Performance**  
 Page 18-17

**Chapter 3**  
 Townhouses & Infill  
 Page 18-19

**Chapter 4**  
 Low & Mid-Rise  
 Residential &  
 Mixed Use  
 Page 18-34

**Chapter 5**  
 High-Rise  
 Residential &  
 Mixed Use  
 Page 18-42

\*Note: Refer to the Design Foundations and the Guidelines associated with the specific building typology.

## FORM & CHARACTER - DEVELOPMENT PERMIT GUIDELINES

Consideration has been given to the following guidelines as identified in Chapter 18 of the City of Kelowna 2040 Official Community Plan:

RATE PROPOSALS COMPLIANCE TO PERTINENT GUIDELINE <i>(1 is least complying &amp; 5 is highly complying)</i>	N/A	1	2	3	4	5
<b>CHAPTER 4.0: LOW &amp; MID-RISE RESIDENTIAL &amp; MIXED USE</b>						
<b>4.1 Guidelines</b>						
<b>4.1.1 Relationship to the Street</b>						
Lobby area and main building entrance is clearly visible from the fronting street and sidewalk.				✓		
Wherever possible, blank walls at grade are not encouraged.						✓
Enclosed parking garages are located away from street frontages or public open space.						✓
Ground oriented units with entries or glazing have been provided to avoid the blank/dead frontage along the street.						✓
When unavoidable, blank walls have been screened with landscaping or have been incorporated with a patio/café or special materials have been provided to make them visually interesting.						
<b>Commercial &amp; Mixed-use Buildings</b>						
Proposed built form has a continuous active and transparent retail frontage at grade and provides a visual connection between the public and private realm.					✓	
Buildings have been sited using a common 'build to' line at or near the front property line to maintain a continuous street frontage. Some variation (1-3 m maximum) can be accommodated in ground level set backs to support pedestrian and retail activity by, for example, incorporating a recessed entryway, small entry plaza, or sidewalk café.						✓
Frequent entrances (every 15 m maximum) into commercial street frontages have been incorporated to create punctuation and rhythm along the street, visual interest, and support pedestrian activity.				✓		
<b>Residential and Mixed-use Buildings</b>						
Residential buildings at the ground floor have a set back between 3-5 m from the property line to create a semi-private entry or transition zone to individual units and to allow for an elevated front entryway or raised patio.					✓	
A maximum 1.2 m desired height (e.g., 5-6 steps) for front entryways has been provided. Where the water table requires this to be higher, in these cases, larger patio has been provided and parking has been screened with ramps, stairs, and landscaping.						✓
Ground floor units accessible from the fronting street or public open spaces have been provided with individual entrances.		✓				
Buildings are sited and oriented so that windows and balconies are overlooking public streets, parks, walkways, and shared amenity spaces while minimizing views into private residences.						✓

<b>RATE PROPOSALS COMPLIANCE TO PERTINENT GUIDELINE</b> <i>(1 is least complying &amp; 5 is highly complying)</i>	<b>N/A</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>4.1.2 Scale and Massing</b>						
Proposed residential building façade has a length of 60 m (40 m length is preferred).		✓				
Buildings over 40 m in length are incorporating significant horizontal and vertical breaks in façade.				✓		
Commercial building facades are incorporating significant break at approximately 35 m intervals.					✓	
Proposed residential building has a maximum width of 24 m.					✓	
<b>4.1.3 Site Planning</b>						
On sloping sites, building floor levels are following the natural grade and avoiding the blank wall situation.	✓					
Buildings are sited to be parallel to the street and have a distinct front-to-back orientation to public street and open spaces and to rear yards, parking, and/or interior courtyards.						✓
Building sides that are interfacing with streets, mid-block connections, and other open spaces (building fronts) are positively framing and activating streets and open spaces and supporting pedestrian activity.					✓	
Larger buildings are broken up with mid-block connections which have public accessibility wherever possible.					✓	
Ground floors adjacent to mid block connections have entrances and windows facing the mid block connection.			✓			
<b>4.1.4 Site Servicing, Access, and Parking</b>						
Vehicular access is provided from the lane.	✓					
Where there is no lane, and where the re-introduction of a lane is difficult or not possible, access is provided from the street, provided: <ul style="list-style-type: none"> <li>• Access is from a secondary street, where possible, or from the long face of the block;</li> <li>• Impacts on pedestrians and the streetscape is minimized; and,</li> <li>• There is no more than one curb cut per property.</li> </ul>						✓
Above grade structure parking should only be provided in instances where the site or high water table does not allow for other parking forms.	✓					

RATE PROPOSALS COMPLIANCE TO PERTINENT GUIDELINE (1 is least complying & 5 is highly complying)	N/A	1	2	3	4	5
When parking cannot be located underground due to the high water table and is to be provided above ground, screen the parking structure from public view as follows: <ul style="list-style-type: none"> <li>On portions of the building that front a retail or main street, line the above ground parking with active retail frontage;</li> <li>On portions of the building that front onto non-retail streets, line the above ground parking with an active residential frontage, such as ground oriented townhouse units;</li> <li>When active frontages are not able to be accommodated, screen parking structures by using architectural or landscaped screening elements;</li> <li>On corner sites, screen the parking structure from public view on both fronting streets using the appropriate strategy listed above.</li> </ul>						✓
Buildings with ground floor residential may integrate half-storey underground parking to a maximum of 1.2 m above grade, with the following considerations: <ul style="list-style-type: none"> <li>Semi-private spaces should be located above to soften the edge and be at a comfortable distance from street activity; and</li> <li>Where conditions such as the high water table do not allow for this condition, up to 2 m is permitted, provided that entryways, stairs, landscaped terraces, and patios are integrated and that blank walls and barriers to accessibility are minimized.</li> </ul>	✓					
<b>4.1.5 Publicly Accessible and Private Open Spaces</b>						
Publicly accessible private spaces (e.g., private courtyards accessible and available to the public) have been integrated with public open areas to create seamless, contiguous spaces.		✓				
Semi-private open spaces have been located to maximize sunlight penetration, minimize noise disruptions, and minimize 'overlook' from adjacent units.				✓		
Outdoor Amenity Areas: design plazas and parks to: <ul style="list-style-type: none"> <li>Contain 'three edges' (e.g., building frontage on three sides) where possible and be sized to accommodate a variety of activities;</li> <li>Be animated with active uses at the ground level; and,</li> <li>Be located in sunny, south facing areas.</li> </ul>				✓		
Internal courtyard design provides: <ul style="list-style-type: none"> <li>amenities such as play areas, barbecues, and outdoor seating where appropriate.</li> <li>a balance of hardscape and softscape areas to meet the specific needs of surrounding residents and/or users.</li> </ul>					✓	
Mid-block connections design includes active frontages, seating, and landscaping.					✓	



<b>RATE PROPOSALS COMPLIANCE TO PERTINENT GUIDELINE</b> <i>(1 is least complying &amp; 5 is highly complying)</i>	N/A	1	2	3	4	5
<b>Rooftop Amenity Spaces</b>						
Shared rooftop amenity spaces (such as outdoor recreation space and rooftop gardens on the top of a parkade) are designed to be accessible to residents and to ensure a balance of amenity and privacy by: <ul style="list-style-type: none"> <li>Limiting sight lines from overlooking residential units to outdoor amenity space areas through the use of pergolas or covered areas where privacy is desired; and</li> <li>Controlling sight lines from the outdoor amenity space into adjacent or nearby residential units.</li> </ul>					✓	
Reduce the heat island effect by including plants or designing a green roof, with the following considerations: <ul style="list-style-type: none"> <li>Secure trees and tall shrubs to the roof deck; and</li> <li>Ensure soil depths and types are appropriate for proposed plants and ensure drainage is accommodated.</li> </ul>		✓				
<b>4.1.6 Building Articulation, Features &amp; Materials</b>						
Articulate building facades into intervals that are a maximum of 15 m wide for mixed-use buildings and 20m wide for residential buildings. Strategies for articulating buildings should consider the potential impacts on energy performance (see 2.2.1), and include: <ul style="list-style-type: none"> <li>Façade Modulation – stepping back or extending forward a portion of the façade to create a series of intervals in the facade;</li> <li>Repeating window patterns at intervals that correspond to extensions and step backs (articulation) in the building facade;</li> <li>Providing a porch, patio, deck, or covered entry for each interval;</li> <li>Providing a bay window or balcony for each interval, while balancing the significant potential for heat loss through thermal bridge connections which could impact energy performance;</li> <li>Changing the roof line by alternating dormers, stepped roofs, gables, or other roof elements to reinforce the modulation or articulation interval;</li> <li>Changing the materials with the change in building plane; and</li> <li>Provide a lighting fixture, trellis, tree, or other landscape feature within each interval.</li> </ul>			✓			
Break up the building mass by incorporating elements that define a building's base, middle and top.						✓
Use an integrated, consistent range of materials and colors and provide variety by, for example, using accent colors.						✓
Articulate the facade using design elements that are inherent to the building as opposed to being decorative. For example, create depth in building facades by recessing window frames or partially recessing balconies to allow shadows to add detail and variety as a byproduct of massing.			✓			
Incorporate distinct architectural treatments for corner sites and highly visible buildings such as varying the roofline ( <i>See Figure 41</i> ), articulating the facade, adding pedestrian space, increasing the number and size of windows, and adding awnings and canopies.			✓			

<b>RATE PROPOSALS COMPLIANCE TO PERTINENT GUIDELINE</b> <i>(1 is least complying &amp; 5 is highly complying)</i>	N/A	1	2	3	4	5
<b>Weather Protection</b>						
Provide weather protection (e.g. awnings, canopies, overhangs, etc.) along all commercial streets and plazas ( <i>See Figure 4.2</i> ), with particular attention to the following locations: <ul style="list-style-type: none"> <li>• Primary building entrances,</li> <li>• Adjacent to bus zones and street corners where people wait for traffic lights;</li> <li>• Over store fronts and display windows; and</li> <li>• Any other areas where significant waiting or browsing by people occurs.</li> </ul>						✓
Architecturally-integrate awnings, canopies, and overhangs to the building and incorporate architectural design features of buildings from which they are supported.					✓	
Place and locate awnings and canopies to reflect the building's architecture and fenestration pattern.					✓	
Place awnings and canopies to balance weather protection with daylight penetration. Avoid continuous opaque canopies that run the full length					✓	
<b>Signage</b>						
Provides attractive signage on commercial buildings that identifies uses and shops clearly but which is scaled to the pedestrian rather than the motorist. Some exceptions can be made for buildings located on highways and/or major arterials in alignment with the City's Sign Bylaw.					✓	
Avoid the following types of signage: <ul style="list-style-type: none"> <li>• Internally lit plastic box signs;</li> <li>• Pylon (stand alone) signs; and</li> <li>• Rooftop signs.</li> </ul>	✓					
Uniquely branded or colored signs are encouraged to help establish a special character to different neighbourhoods.	✓					

**PURPOSE-BUILT RENTAL HOUSING AGREEMENT**

THIS AGREEMENT dated for reference \_\_\_\_\_ affects:

**LEGAL DESCRIPTION OF PROPERTY SUBJECT TO THE AGREEMENT:**

**LOT B DISTRICT LOTS 128 AND 142 OSOYOOS DIVISION YALE DISTRICT PLAN KAP85660**  
(the "Land")

And is

**BETWEEN: IRONCLAD DEVELOPMENTS MISSION HEIGHTS HOLDINGS INC.**  
INC.NO. A0119488  
101-57158 SYMINGTON ROAD 20E  
SPRINGFIELD, MB R2J 4L6  
(the "Owner")

**AND:**

**CITY OF KELOWNA**, a local government incorporated pursuant to the *Community Charter* and having its offices at 1435 Water Street, Kelowna, B.C. V1Y 1J4  
  
(the "City")

GIVEN THAT:

- A. The Owner has applied to the City for rezoning of the Lands to permit the construction of a housing complex that will include purpose-built rental housing units, as defined in this Agreement, on certain lands more particularly described in this Agreement.
- B. The City may, pursuant to section 483 of the *Local Government Act*, enter into an agreement with an owner of land that includes terms and conditions regarding the occupancy, tenure, and availability of the housing units on the land or construction on land.
- C. The Owner and the City wish to enter into this Agreement to provide for purpose-built rental housing on the terms and conditions set out in this Agreement, and agree that this Agreement is a housing agreement under s. 483 of the *Local Government Act*.
- D. The City has, by bylaw, authorized the execution of this Agreement and the Owner has duly authorized the execution of this Agreement.

This Agreement is evidence that in consideration of \$1.00 paid by the City to the Owner (the receipt of which is acknowledged by the Owner) and in consideration of the promises exchanged below, the City and Owner agree, as a housing agreement between the Owner and the City under s. 483 of the *Local Government Act*, as follows:

**ARTICLE 1  
INTERPRETATION**

**1.1 Definitions -**

"Caregiver" means an individual who provides assistance with the performance of the personal functions and activities necessary for daily living that a person is unable to perform efficiently for himself or herself;

"City" means the City of Kelowna;

"Dwelling Unit" means accommodation providing sleeping rooms, washrooms, and no more than one kitchen, intended for domestic use, and used or intended to be used permanently or semi-permanently for a Household, but does not include a room in a hotel or a motel;

"Household" means

- (a) a person;
- (b) two or more persons related by blood, marriage, or adoption, or associated through foster care, all living together in one dwelling unit as a single household using common cooking facilities;
- (c) a group of not more than five persons, including boarders, who are not related by blood, marriage, or adoption, or associated through foster care, all living together in one dwelling unit as a single household using common cooking facilities; or
- (d) a combination of (b) and (c), provided that the combined total does not include more than 3 persons unrelated by blood, marriage or adoption or associated through foster care all living together in one dwelling unit as a single household using common cooking facilities.

and, in addition to the above, a household may also include up to one Caregiver or nanny;

"Land" means the land described herein;

"LTO" means the Kamloops Land Title Office or its successor;

"Official Community Plan" means the City of Kelowna Official Community Plan Bylaw No. 10500, or its successor bylaw;

"Owner" means the registered owner of the Lands from time to time and any parcels into which the Lands are subdivided;

"Purpose-Built Rental Housing" means a Dwelling Unit that is intended to be used for rental housing; and

"Tenancy Agreement" means a tenancy agreement as defined in, and subject to, the *Residential Tenancy Act*.

## 1.2 Interpretation - In this Agreement:

- (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (c) reference to a particular numbered section or article, or to a particular lettered Schedule, is a reference to the correspondingly numbered or lettered article, section or Schedule of this Agreement;
- (d) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- (e) the word "enactment" has the meaning given in the *Interpretation Act* on the reference date of this Agreement;
- (f) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- (g) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided;
- (h) the provisions of s. 25 of the *Interpretation Act* with respect to the calculation of time apply;
- (i) time is of the essence;
- (j) all provisions are to be interpreted as always speaking;
- (k) reference to a "party" is a reference to a party to this Agreement and to their respective successors, assigns, trustees, administrators and receivers;
- (l) reference to a "day", "month", "quarter" or "year" is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided;
- (m) the definitions given in the City of Kelowna Zoning Bylaw No. 8000, or its successor bylaw, and the Official Community Plan apply for the purposes of this Agreement; and
- (n) any act, decision, determination, consideration, consent or exercise of discretion by a party, or other person, as provided in this Agreement will be performed, made or exercised acting reasonably.

## 1.3 Purpose of Agreement - The Owner and the City agree that:

- (a) this Agreement is intended to serve the public interest by providing for occupancy of a certain number of Dwelling Units, of the kinds provided for in this Agreement, that are in demand in the City of Kelowna but that are not readily available;
- (b) damages are not an adequate remedy to the City in respect of any breach of this Agreement by the Owner, such that the Owner agrees the City should be entitled to an order for specific performance, injunction or other specific relief respecting any breach of this Agreement by the Owner.

**ARTICLE 2  
HOUSING AGREEMENT AND LAND USE RESTRICTIONS**

**2.1 Land Use Restrictions** - The Owner and the City hereby covenant and agree as follows:

- (a) the Land will be used only in accordance with this Agreement;
- (b) the Owner will design, construct and maintain one or more buildings providing 401 Dwelling Units as Purpose-Built Rental Housing; and
- (c) the Owner acknowledges that the City will not support applications to stratify the building(s) on the Land, thereby allowing the identified Purpose-Built Rental Housing Dwelling Units to be sold independently of each other.

**ARTICLE 3  
HOUSING AGREEMENT AND TRANSFER RESTRICTIONS**

**3.1 Purchaser Qualifications** - The City and the Owner agree as follows:

- (a) the Owner will not sell or transfer, or agree to sell or transfer, any interest in any building containing Purpose-Built Rental Housing Dwelling Units on the Land other than a full interest in the fee simple title to an agency or individual that will continue to ensure that the Purpose-Built Rental Housing Dwelling Units are available in accordance with this Agreement.

**3.2 Use and Occupancy of Purpose-Built Rental Housing Dwelling Unit** - The Owner agrees with the City as follows:

- (a) the Owner will rent or lease each Purpose-Built Rental Housing Dwelling Unit on the Land in accordance with the *Residential Tenancy Act*, and in no event may the Owner itself occupy a Purpose-Built Rental Housing Dwelling Unit or use the Purpose-Built Rental Housing Dwelling Unit for short-term vacation accommodation; and
- (b) the Owner will deliver a copy of the Tenancy Agreement for each Purpose-Built Rental Housing Dwelling Unit to the City upon demand.

**ARTICLE 4  
GENERAL**

**4.1 Notice of Housing Agreement** - For clarity, the Owner acknowledges and agrees that:

- (a) this Agreement constitutes a housing agreement entered into under s. 483 of the *Local Government Act*;

- (b) the City is requiring the Owner to file a notice of housing agreement in the LTO against title to the Land;
- (c) once such a notice is filed, this Agreement binds all persons who acquire an interest in the Land; and
- (d) in the event the parties agree to release this Agreement from the title of the Land, the City will review the terms of any corresponding Revitalization Tax Exemption ("RTE") and take any action to terminate any RTE that requires the Agreement to be in place.

**4.2 No Effect On Laws or Powers** - This Agreement does not:

- (a) affect or limit the discretion, rights, duties or powers of the City under any enactment or at common law, including in relation to the use or subdivision of land;
- (b) impose on the City any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement;
- (c) affect or limit any enactment relating to the use or subdivision of land; or
- (d) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of land.

**4.3 Management** – The Owner covenants and agrees that it will furnish good and efficient management of the Dwelling Units and will permit representatives of the City to inspect the Dwelling Units at any reasonable time, subject to the notice provisions of the *Residential Tenancy Act*. The Owner further covenants and agrees that it will maintain the Dwelling Units in a satisfactory state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Land. Notwithstanding the foregoing, the Owner acknowledges and agrees that the City, in its absolute discretion, may require the Owner, at the Owner's expense, to hire a person or company with the skill and expertise to manage the Dwelling Units.

**4.4 Notice** - Any notice which may be or is required to be given under this Agreement will be in writing and either be delivered or sent by electronic transmission. Any notice which is delivered is to be considered to have been given on the first day after it is dispatched for delivery. Any notice which is sent by electronic transmission is to be considered to have been given on the first business day after it is sent. If a party changes its address or electronic contact information, or both, it will promptly give notice of its new address or electronic contact information, or both, to the other party as provided in this section.

**4.5 Agreement Runs With the Land** - Every obligation and covenant of the Owner in this Agreement constitutes both a contractual obligation and a covenant granted by the Owner to the City in respect of the Land and this Agreement burdens the Land and runs with it and binds the Owner's successors in title and binds every parcel into which it is consolidated or subdivided by any means, including by subdivision or by strata plan under the *Strata Property Act*.

**4.6 Limitation on Owner's Obligations** - The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Land.

**4.7 Release** – The Owner by this Agreement releases and forever discharges the City and each of its elected officials, officers, directors, employees and agents, and its and their heirs, executors, administrators, personal representatives, successors, and assigns, from and against all claims, demands, damages,

actions, or causes of action by reason of or arising out of advice or direction respecting the ownership, lease, operation or management of the Land or the Dwelling Units which has been or at any time after the commencement of this Agreement may be given to the Owner by all or any of them. This clause will survive the termination of this Agreement.

- 4.8 Joint Venture** – Nothing in this Agreement will constitute the Owner as the agent, joint venturer, or partner of the City or give the Owner any authority to bind the City in any way.
- 4.9 Waiver** - An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.
- 4.10 Further Acts** - The Owner will do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.
- 4.11 Severance** - If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.
- 4.12 Equitable Remedies** – The Owner acknowledges and agrees that damages would be an inadequate remedy for the City for breach of this Agreement and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement.
- 4.13 No Other Agreements** - This Agreement is the entire agreement between the parties regarding its subject and it terminates and supersedes all other agreements and arrangements regarding its subject.
- 4.14 Amendment** - This Agreement may be discharged, amended or affected only by an instrument duly executed by both the Owner and the City.
- 4.15 Enurement** - This Agreement binds the parties to it and their respective successors, heirs, executors and administrators. Reference in this Agreement to the "City" is a reference also to the elected and appointed officials, employees and agents of the City.
- 4.16 Deed and Contract** - By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.

*(signature page follows)*



IN WITNESS WHEREOF the parties hereunto have executed this Agreement on the date and year first above written.

SIGNED, SEALED & DELIVERED in )  
the presence of: )

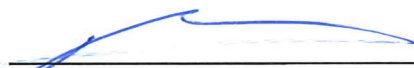
  
\_\_\_\_\_  
Signature of Witness )

Sarah Maciejko  
Print Name )

67 - 630 Kernaghan Ave.  
Winnipeg, MB R2C 5G1  
Address )

Executive Assistant.  
Occupation )

IRONCLAD DEVELOPMENTS MISSION  
HEIGHTS HOLDINGS INC.  
by its authorized signatory:

  
\_\_\_\_\_  
Ryan Van Damme  
President and Chief Executive Officer

SIGNED, SEALED & DELIVERED in )  
the presence of: )

\_\_\_\_\_  
Signature of Witness )

\_\_\_\_\_  
Print Name )

\_\_\_\_\_  
Address )

\_\_\_\_\_  
Occupation )

CITY OF KELOWNA  
by its authorized signatories:

\_\_\_\_\_  
Mayor

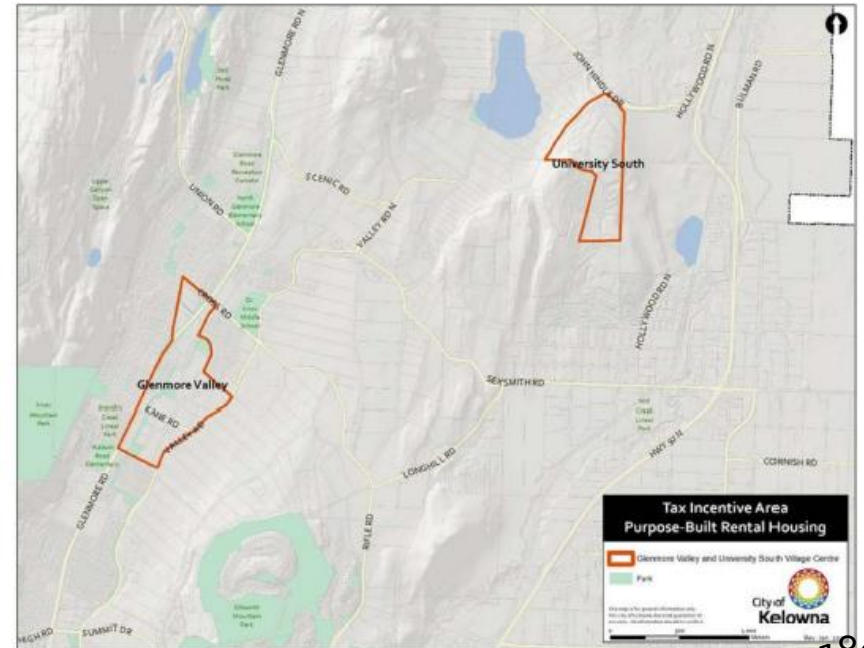
\_\_\_\_\_  
City Clerk

# Revitalization Tax Exemption Agreements – Winter 2023

PM Council – January 16, 2023

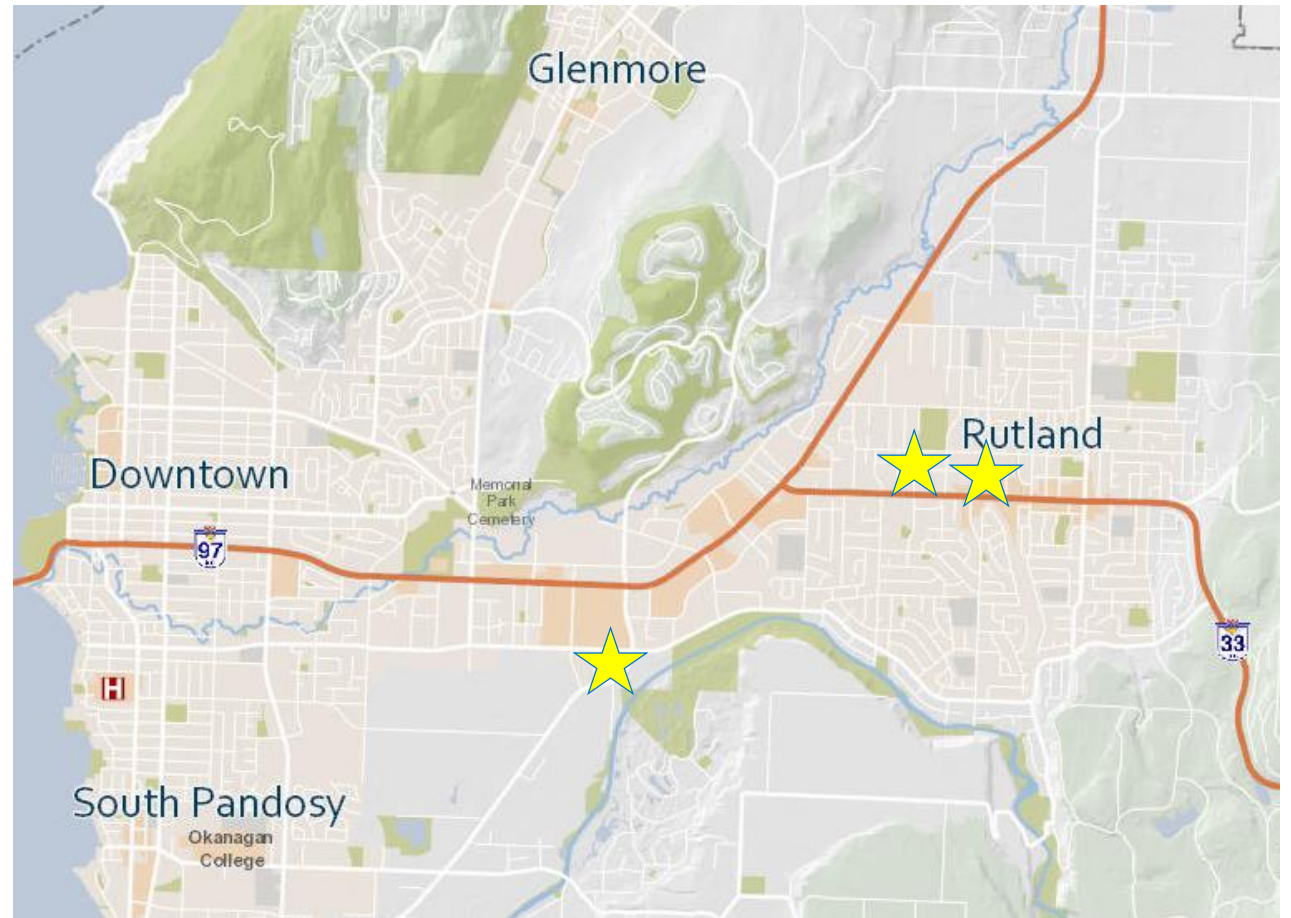
# Revitalization Tax Exemption Program

- ▶ Purpose
  - ▶ Encourage and incentivize new developments in strategic areas
  - ▶ Encourage and incentive purpose built rental housing
- ▶ Guided by “Revitalization Tax Exemption Bylaw No. 9561”
- ▶ More than 45 developments have participated in the program since 2006



# Current RTE Applications for consideration

- ▶ 235 Hollywood Road North
  - ▶ Incentive Area 3 (Rutland)
- ▶ 155 Bryden Road
  - ▶ Purpose Built Incentive Area
  - ▶ Housing Agreement Req'd
- ▶ 2241 Springfield Road
  - ▶ Purpose Built Incentive Area
  - ▶ Housing Agreement Req'd



# Anticipated Annual Tax Revenue Impact

Project Location &	File Numbers	Tax Incentive Area	Estimated Annual Tax Revenue Impact
155 Bryden Road	RTE22-0002	Purpose Built Rental Housing	\$68,832
235 Hollywod Road N	RTE22-0003	Rutland (Area 3)	\$84,979  (including commercial space)
2241 Springfield Road	RTE22-0004	Purpose Built Rental Housing	\$328,768  (excluding commercial space)

# Conclusion

- ▶ All three projects meet program criteria
- ▶ All three projects provide purpose built rental housing totalling 688 individual units



*Questions?*



**CITY OF KELOWNA**

**BYLAW NO. 12471**

**Housing Agreement Authorization Bylaw – 1297889 BC Ltd.,  
Inc.No. BC1297889**

**155 Bryden Road**

---

Whereas pursuant to Section 483 of the *Local Government Act*, a local government may, by bylaw, enter into a housing agreement.

Therefore, the Municipal Council of the City of Kelowna, in open meeting assembled, enacts as follows:

1. The Municipal Council hereby authorizes the City of Kelowna to enter into a Housing Agreement with 1297889 BC Ltd., Inc.No. BC1297889 for the lands known as Lot A Section 27 Township 26 ODYD Plan EPP85221 located on Bryden Road, Kelowna, B.C., a true copy of which is attached to and forms part of this bylaw as Schedule "A".
2. The Mayor and City Clerk are hereby authorized to execute the attached agreement as well as any conveyances, deeds, receipts or other documents in connection with the attached agreement.
3. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first, second and third time by the Municipal Council this

Adopted by the Municipal Council of the City of Kelowna this

---

Mayor

---

City Clerk

# Schedule "A"

Page 1

## PURPOSE-BUILT RENTAL HOUSING AGREEMENT

THIS AGREEMENT dated for reference January 10, 2023 affects:

### LEGAL DESCRIPTION OF PROPERTY SUBJECT TO THE AGREEMENT:

Lot A SECTION 27 TOWNSHIP 26 OSOYOOS DIVISION YALE DISTRICT PLAN EPP85221

("Land")

And is

**BETWEEN:** 1297889 BC LTD. INC.NO. BC1297889  
111 – 2036 ISLAND HWY S.  
CAMPBELL RIVER, BC  
V9W0E8

("Owner")

**AND:**

**CITY OF KELOWNA**, a local government incorporated pursuant to the *Community Charter* and having its offices at 1435 Water Street, Kelowna, B.C. V1Y 1J4

("City")

GIVEN THAT:

- A. The Owner has applied to the City for rezoning of the Lands to permit the construction of a housing complex that will include purpose-built rental housing units, as defined in this Agreement, on certain lands more particularly described in this Agreement;
- B. The City may, pursuant to section 483 of the *Local Government Act*, enter into an agreement with an owner of land that includes terms and conditions regarding the occupancy, tenure, and availability of the housing units on the land or construction on land;
- C. The Owner and the City wish to enter into this Agreement to provide for purpose-built rental housing on the terms and conditions set out in this Agreement, and agree that this Agreement is a housing agreement under s. 483 of the *Local Government Act*; and
- D. The City has, by bylaw, authorized the execution of this Agreement and the Owner has duly authorized the execution of this Agreement;

This Agreement is evidence that in consideration of \$1.00 paid by the City to the Owner (the receipt of which is acknowledged by the Owner) and in consideration of the promises exchanged below, the City and Owner agree, as a housing agreement between the Owner and the City under s. 483 of the *Local Government Act*, as follows:

**ARTICLE 1  
INTERPRETATION**

**1.1 Definitions -**

"Caregiver" means an individual who provides assistance with the performance of the personal functions and activities necessary for daily living that a person is unable to perform efficiently for himself or herself;

"City" means the City of Kelowna;

"Dwelling Unit" means accommodation providing sleeping rooms, washrooms, and no more than one kitchen, intended for domestic use, and used or intended to be used permanently or semi-permanently for a Household. This use does not include a room in a hotel or a motel.

"Household" means

- (a) a person;
- (b) two or more persons related by blood, marriage, or adoption; or associated through foster care, all living together in one dwelling unit as a single household using common cooking facilities;
- (c) a group of not more than five persons, including boarders, who are not related by blood, marriage, or adoption, or associated through foster care, all living together in one dwelling unit as a single household using common cooking facilities; or
- (d) a combination of (b) and (c), provided that the combined total does not include more than 3 persons unrelated by blood, marriage or adoption or associated through foster care; all living together in one dwelling unit as a single household using common cooking facilities.

In addition, a household may also include up to one Caregiver or nanny;

"Land" means the land described herein;

"LTO" means the Kamloops Land Title Office or its successor;

"Official Community Plan" means the City of Kelowna Official Community Plan Bylaw No. 10500, or its successor bylaw;

"Owner" means the registered owner of the Lands from time to time and any parcels into which the Lands are subdivided;

"Purpose-Built Rental Housing" means a Dwelling Unit that is intended to be used for rental housing; and

"Tenancy Agreement" means a tenancy agreement as defined in, and subject to, the *Residential Tenancy Act*.

**1.2 Interpretation - In this Agreement:**

- (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;

- (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (c) reference to a particular numbered section or article, or to a particular lettered Schedule, is a reference to the correspondingly numbered or lettered article, section or Schedule of this Agreement;
- (d) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- (e) the word "enactment" has the meaning given in the *Interpretation Act* on the reference date of this Agreement;
- (f) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- (g) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided;
- (h) the provisions of s. 25 of the *Interpretation Act* with respect to the calculation of time apply;
- (i) time is of the essence;
- (j) all provisions are to be interpreted as always speaking;
- (k) reference to a "party" is a reference to a party to this Agreement and to their respective successors, assigns, trustees, administrators and receivers;
- (l) reference to a "day", "month", "quarter" or "year" is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided;
- (m) the definitions given in the City of Kelowna Zoning Bylaw No. 8000, or its successor bylaw, and the Official Community Plan apply for the purposes of this Agreement; and
- (n) any act, decision, determination, consideration, consent or exercise of discretion by a party, or other person, as provided in this Agreement will be performed, made or exercised acting reasonably.

**1.3 Purpose of Agreement** - The Owner and the City agree that:

- (a) this Agreement is intended to serve the public interest by providing for occupancy of a certain number of Dwelling Units, of the kinds provided for in this Agreement, that are in demand in the City of Kelowna but that are not readily available;
- (b) damages are not an adequate remedy to the City in respect of any breach of this Agreement by the Owner, such that the Owner agrees the City should be entitled to an order for specific performance, injunction or other specific relief respecting any breach of this Agreement by the Owner.

**ARTICLE 2  
HOUSING AGREEMENT AND LAND USE RESTRICTIONS**

**2.1 Land Use Restrictions** - The Owner and the City hereby covenant and agree as follows:

- (a) The Land will be used only in accordance with this Agreement;
- (b) The Owner will design, construct and maintain one or more buildings providing 192 Dwelling Units as Purpose-Built Rental Housing
- (c) The Owner acknowledges that the City will not support applications to stratify the building(s) on the Land, thereby allowing the identified Purpose-Built Rental Housing Dwelling Units to be sold independently of each other, for a period of ten (10) years from the date of this Agreement.

**ARTICLE 3  
HOUSING AGREEMENT AND TRANSFER RESTRICTIONS**

**3.1 Purchaser Qualifications** - The City and the Owner agree as follows:

- (a) the Owner will not sell or transfer, or agree to sell or transfer, any interest in any building containing Purpose-Built Rental Housing Dwelling Units on the Land other than a full interest in the fee simple title to an agency or individual that will continue to ensure that the Purpose-Built Rental Housing Dwelling Units are available in accordance with this Agreement.

**3.2 Use and Occupancy of Purpose-Built Rental Housing Dwelling Unit** - The Owner agrees with the City as follows:

- (a) the Owner will rent or lease each Purpose-Built Rental Housing Dwelling Unit on the Land in accordance with the *Residential Tenancy Act*, and in no event may the Owner itself occupy a Purpose-Built Rental Housing Dwelling Unit or use the Purpose-Built Rental Housing Dwelling Unit for short-term vacation accommodation; and
- (b) the Owner will deliver a copy of the Tenancy Agreement for each Purpose-Built Rental Housing Dwelling Unit to the City upon demand.

**ARTICLE 4  
GENERAL**

**4.1 Notice of Housing Agreement** - For clarity, the Owner acknowledges and agrees that:

- (a) this Agreement constitutes a housing agreement entered into under s. 483 of the *Local Government Act*;
- (b) the City is requiring the Owner to file a notice of housing agreement in the LTO against title to the Land;

- (c) once such a notice is filed, this Agreement binds all persons who acquire an interest in the Land;
- (d) in the event the parties agree to release this Agreement from the title of the Land, which may not occur before the tenth (10<sup>th</sup>) anniversary of the date of this Agreement, the Owner will repay the City for 100% of the amount of the rental grant received from the City. Such repaid funds will be directed to the City's Housing Opportunities Reserve Fund.

**4.2 No Effect On Laws or Powers** - This Agreement does not

- (a) affect or limit the discretion, rights, duties or powers of the City under any enactment or at common law, including in relation to the use or subdivision of land,
- (b) impose on the City any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement,
- (c) affect or limit any enactment relating to the use or subdivision of land, or
- (d) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of land.

**4.3 Management** – The Owner covenants and agrees that it will furnish good and efficient management of the Dwelling Units and will permit representatives of the City to inspect the Dwelling Units at any reasonable time, subject to the notice provisions of the *Residential Tenancy Act*. The Owner further covenants and agrees that it will maintain the Dwelling Units in a satisfactory state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Land. Notwithstanding the foregoing, the Owner acknowledges and agrees that the City, in its absolute discretion, may require the Owner, at the Owner's expense, to hire a person or company with the skill and expertise to manage the Dwelling Units.

**4.4 Notice** - Any notice which may be or is required to be given under this Agreement will be in writing and either be delivered or sent by facsimile transmission. Any notice which is delivered is to be considered to have been given on the first day after it is dispatched for delivery. Any notice which is sent by fax transmission is to be considered to have been given on the first business day after it is sent. If a party changes its address or facsimile number, or both, it will promptly give notice of its new address or facsimile number, or both, to the other party as provided in this section.

**4.5 Agreement Runs With the Land** - Every obligation and covenant of the Owner in this Agreement constitutes both a contractual obligation and a covenant granted by the Owner to the City in respect of the Land and this Agreement burdens the Land and runs with it and binds the Owner's successors in title and binds every parcel into which it is consolidated or subdivided by any means, including by subdivision or by strata plan under the *Strata Property Act*.

**4.6 Limitation on Owner's Obligations** - The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Land.

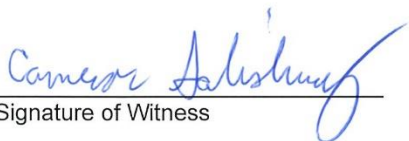
**4.7 Release** – The Owner by this Agreement releases and forever discharges the City and each of its elected officials, officers, directors, employees and agents, and its and their heirs, executors, administrators, personal representatives, successors, and assigns, from and against all claims, demands, damages, actions, or causes of action by reason of or arising out of advice or direction respecting the ownership, lease, operation or management of the Land or the Dwelling Units which has been or at any time after the

commencement of this Agreement may be given to the Owner by all or any of them. This clause will survive the termination of this Agreement.

- 4.8 **Joint Venture** – Nothing in this Agreement will constitute the Owner as the agent, joint venturer, or partner of the City or give the Owner any authority to bind the City in any way.
- 4.9 **Waiver** - An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.
- 4.10 **Further Acts** - The Owner will do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.
- 4.11 **Severance** - If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.
- 4.12 **Equitable Remedies** – The Owner acknowledges and agrees that damages would be an inadequate remedy for the City for breach of this Agreement and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement.
- 4.13 **No Other Agreements** - This Agreement is the entire agreement between the parties regarding its subject and it terminates and supersedes all other agreements and arrangements regarding its subject.
- 4.14 **Amendment** - This Agreement may be discharged, amended or affected only by an instrument duly executed by both the Owner and the City.
- 4.15 **Enurement** - This Agreement binds the parties to it and their respective successors, heirs, executors and administrators. Reference in this Agreement to the "City" is a reference also to the elected and appointed officials, employees and agents of the City.
- 4.16 **Deed and Contract** - By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.

IN WITNESS WHEREOF the parties hereunto have executed this Agreement on the date and year first above written.

SIGNED, SEALED & DELIVERED in )  
the presence of: )

  
Signature of Witness )


Cameron Salisbury )  
Print Name )  
111 – 2036 S Isl Hwy )  
Campbell River, BC V9W 0E8 )

Address )

Director of Development )

Occupation )

“OWNER”  
by its authorized signatories:

  
SEAN ROY )

SIGNED, SEALED & DELIVERED in )  
the presence of: )

\_\_\_\_\_  
Signature of Witness )

\_\_\_\_\_  
Print Name )

\_\_\_\_\_  
Address )

\_\_\_\_\_  
Occupation )

CITY OF KELOWNA  
by its authorized signatories:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk



**CITY OF KELOWNA**

**BYLAW NO. 12472**

**Housing Agreement Authorization Bylaw – Ironclad Developments  
Mission Heights Holdings Inc., Inc.No. A0119488**

**2241 Springfield Road**

---

Whereas pursuant to Section 483 of the *Local Government Act*, a local government may, by bylaw, enter into a housing agreement.

Therefore, the Municipal Council of the City of Kelowna, in open meeting assembled, enacts as follows:

1. The Municipal Council hereby authorizes the City of Kelowna to enter into a Housing Agreement with Ironclad Developments Mission Heights Holdings Inc., Inc.No. A0119488 for the lands known as Lot B District Lots 128 and 142 ODYD Plan KAP85660 located on Springfield Road, Kelowna, B.C., a true copy of which is attached to and forms part of this bylaw as Schedule "A".
2. The Mayor and City Clerk are hereby authorized to execute the attached agreement as well as any conveyances, deeds, receipts or other documents in connection with the attached agreement.
3. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first, second and third time by the Municipal Council this

Adopted by the Municipal Council of the City of Kelowna this

---

Mayor

---

City Clerk

# Schedule "A"

## PURPOSE-BUILT RENTAL HOUSING AGREEMENT

THIS AGREEMENT dated for reference \_\_\_\_\_ affects:

### LEGAL DESCRIPTION OF PROPERTY SUBJECT TO THE AGREEMENT:

**LOT B DISTRICT LOTS 128 AND 142 OSOYOOS DIVISION YALE DISTRICT PLAN KAP85660**  
(the "Land")

And is

**BETWEEN: IRONCLAD DEVELOPMENTS MISSION HEIGHTS HOLDINGS INC.**  
INC.NO. A0119488  
101-57158 SYMINGTON ROAD 20E  
SPRINGFIELD, MB R2J 4L6  
(the "Owner")

**AND:**

**CITY OF KELOWNA**, a local government incorporated pursuant to the *Community Charter* and having its offices at 1435 Water Street, Kelowna, B.C. V1Y 1J4  
(the "City")

GIVEN THAT:

- A. The Owner has applied to the City for rezoning of the Lands to permit the construction of a housing complex that will include purpose-built rental housing units, as defined in this Agreement, on certain lands more particularly described in this Agreement.
- B. The City may, pursuant to section 483 of the *Local Government Act*, enter into an agreement with an owner of land that includes terms and conditions regarding the occupancy, tenure, and availability of the housing units on the land or construction on land.
- C. The Owner and the City wish to enter into this Agreement to provide for purpose-built rental housing on the terms and conditions set out in this Agreement, and agree that this Agreement is a housing agreement under s. 483 of the *Local Government Act*.
- D. The City has, by bylaw, authorized the execution of this Agreement and the Owner has duly authorized the execution of this Agreement.

This Agreement is evidence that in consideration of \$1.00 paid by the City to the Owner (the receipt of which is acknowledged by the Owner) and in consideration of the promises exchanged below, the City and Owner agree, as a housing agreement between the Owner and the City under s. 483 of the *Local Government Act*, as follows:

**ARTICLE 1  
INTERPRETATION**

**1.1 Definitions -**

"Caregiver" means an individual who provides assistance with the performance of the personal functions and activities necessary for daily living that a person is unable to perform efficiently for himself or herself;

"City" means the City of Kelowna;

"Dwelling Unit" means accommodation providing sleeping rooms, washrooms, and no more than one kitchen, intended for domestic use, and used or intended to be used permanently or semi-permanently for a Household, but does not include a room in a hotel or a motel;

"Household" means

- (a) a person;
- (b) two or more persons related by blood, marriage, or adoption, or associated through foster care, all living together in one dwelling unit as a single household using common cooking facilities;
- (c) a group of not more than five persons, including boarders, who are not related by blood, marriage, or adoption, or associated through foster care, all living together in one dwelling unit as a single household using common cooking facilities; or
- (d) a combination of (b) and (c), provided that the combined total does not include more than 3 persons unrelated by blood, marriage or adoption or associated through foster care all living together in one dwelling unit as a single household using common cooking facilities.

and, in addition to the above, a household may also include up to one Caregiver or nanny;

"Land" means the land described herein;

"LTO" means the Kamloops Land Title Office or its successor;

"Official Community Plan" means the City of Kelowna Official Community Plan Bylaw No. 10500, or its successor bylaw;

"Owner" means the registered owner of the Lands from time to time and any parcels into which the Lands are subdivided;

"Purpose-Built Rental Housing" means a Dwelling Unit that is intended to be used for rental housing; and

"Tenancy Agreement" means a tenancy agreement as defined in, and subject to, the *Residential Tenancy Act*.

**1.2 Interpretation** - In this Agreement:

- (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (c) reference to a particular numbered section or article, or to a particular lettered Schedule, is a reference to the correspondingly numbered or lettered article, section or Schedule of this Agreement;
- (d) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- (e) the word "enactment" has the meaning given in the *Interpretation Act* on the reference date of this Agreement;
- (f) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- (g) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided;
- (h) the provisions of s. 25 of the *Interpretation Act* with respect to the calculation of time apply;
- (i) time is of the essence;
- (j) all provisions are to be interpreted as always speaking;
- (k) reference to a "party" is a reference to a party to this Agreement and to their respective successors, assigns, trustees, administrators and receivers;
- (l) reference to a "day", "month", "quarter" or "year" is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided;
- (m) the definitions given in the City of Kelowna Zoning Bylaw No. 8000, or its successor bylaw, and the Official Community Plan apply for the purposes of this Agreement; and
- (n) any act, decision, determination, consideration, consent or exercise of discretion by a party, or other person, as provided in this Agreement will be performed, made or exercised acting reasonably.

**1.3 Purpose of Agreement** - The Owner and the City agree that:

- (a) this Agreement is intended to serve the public interest by providing for occupancy of a certain number of Dwelling Units, of the kinds provided for in this Agreement, that are in demand in the City of Kelowna but that are not readily available;
- (b) damages are not an adequate remedy to the City in respect of any breach of this Agreement by the Owner, such that the Owner agrees the City should be entitled to an order for specific performance, injunction or other specific relief respecting any breach of this Agreement by the Owner.

**ARTICLE 2  
HOUSING AGREEMENT AND LAND USE RESTRICTIONS**

- 2.1 Land Use Restrictions** - The Owner and the City hereby covenant and agree as follows:
- (a) the Land will be used only in accordance with this Agreement;
  - (b) the Owner will design, construct and maintain one or more buildings providing 401 Dwelling Units as Purpose-Built Rental Housing; and
  - (c) the Owner acknowledges that the City will not support applications to stratify the building(s) on the Land, thereby allowing the identified Purpose-Built Rental Housing Dwelling Units to be sold independently of each other.

**ARTICLE 3  
HOUSING AGREEMENT AND TRANSFER RESTRICTIONS**

- 3.1 Purchaser Qualifications** - The City and the Owner agree as follows:
- (a) the Owner will not sell or transfer, or agree to sell or transfer, any interest in any building containing Purpose-Built Rental Housing Dwelling Units on the Land other than a full interest in the fee simple title to an agency or individual that will continue to ensure that the Purpose-Built Rental Housing Dwelling Units are available in accordance with this Agreement.
- 3.2 Use and Occupancy of Purpose-Built Rental Housing Dwelling Unit** - The Owner agrees with the City as follows:
- (a) the Owner will rent or lease each Purpose-Built Rental Housing Dwelling Unit on the Land in accordance with the *Residential Tenancy Act*, and in no event may the Owner itself occupy a Purpose-Built Rental Housing Dwelling Unit or use the Purpose-Built Rental Housing Dwelling Unit for short-term vacation accommodation; and
  - (b) the Owner will deliver a copy of the Tenancy Agreement for each Purpose-Built Rental Housing Dwelling Unit to the City upon demand.

**ARTICLE 4  
GENERAL**

- 4.1 Notice of Housing Agreement** - For clarity, the Owner acknowledges and agrees that:
- (a) this Agreement constitutes a housing agreement entered into under s. 483 of the *Local Government Act*;

- (b) the City is requiring the Owner to file a notice of housing agreement in the LTO against title to the Land;
- (c) once such a notice is filed, this Agreement binds all persons who acquire an interest in the Land; and
- (d) in the event the parties agree to release this Agreement from the title of the Land, the City will review the terms of any corresponding Revitalization Tax Exemption ("RTE") and take any action to terminate any RTE that requires the Agreement to be in place.

**4.2 No Effect On Laws or Powers** - This Agreement does not:

- (a) affect or limit the discretion, rights, duties or powers of the City under any enactment or at common law, including in relation to the use or subdivision of land;
- (b) impose on the City any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement;
- (c) affect or limit any enactment relating to the use or subdivision of land; or
- (d) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of land.

**4.3 Management** – The Owner covenants and agrees that it will furnish good and efficient management of the Dwelling Units and will permit representatives of the City to inspect the Dwelling Units at any reasonable time, subject to the notice provisions of the *Residential Tenancy Act*. The Owner further covenants and agrees that it will maintain the Dwelling Units in a satisfactory state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Land. Notwithstanding the foregoing, the Owner acknowledges and agrees that the City, in its absolute discretion, may require the Owner, at the Owner's expense, to hire a person or company with the skill and expertise to manage the Dwelling Units.

**4.4 Notice** - Any notice which may be or is required to be given under this Agreement will be in writing and either be delivered or sent by electronic transmission. Any notice which is delivered is to be considered to have been given on the first day after it is dispatched for delivery. Any notice which is sent by electronic transmission is to be considered to have been given on the first business day after it is sent. If a party changes its address or electronic contact information, or both, it will promptly give notice of its new address or electronic contact information, or both, to the other party as provided in this section.

**4.5 Agreement Runs With the Land** - Every obligation and covenant of the Owner in this Agreement constitutes both a contractual obligation and a covenant granted by the Owner to the City in respect of the Land and this Agreement burdens the Land and runs with it and binds the Owner's successors in title and binds every parcel into which it is consolidated or subdivided by any means, including by subdivision or by strata plan under the *Strata Property Act*.

**4.6 Limitation on Owner's Obligations** - The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Land.

**4.7 Release** – The Owner by this Agreement releases and forever discharges the City and each of its elected officials, officers, directors, employees and agents, and its and their heirs, executors, administrators, personal representatives, successors, and assigns, from and against all claims, demands, damages,

actions, or causes of action by reason of or arising out of advice or direction respecting the ownership, lease, operation or management of the Land or the Dwelling Units which has been or at any time after the commencement of this Agreement may be given to the Owner by all or any of them. This clause will survive the termination of this Agreement.

- 4.8 **Joint Venture** – Nothing in this Agreement will constitute the Owner as the agent, joint venturer, or partner of the City or give the Owner any authority to bind the City in any way.
- 4.9 **Waiver** - An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.
- 4.10 **Further Acts** - The Owner will do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.
- 4.11 **Severance** - If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.
- 4.12 **Equitable Remedies** – The Owner acknowledges and agrees that damages would be an inadequate remedy for the City for breach of this Agreement and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement.
- 4.13 **No Other Agreements** - This Agreement is the entire agreement between the parties regarding its subject and it terminates and supersedes all other agreements and arrangements regarding its subject.
- 4.14 **Amendment** - This Agreement may be discharged, amended or affected only by an instrument duly executed by both the Owner and the City.
- 4.15 **Enurement** - This Agreement binds the parties to it and their respective successors, heirs, executors and administrators. Reference in this Agreement to the "City" is a reference also to the elected and appointed officials, employees and agents of the City.
- 4.16 **Deed and Contract** - By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.

*(signature page follows)*

IN WITNESS WHEREOF the parties hereunto have executed this Agreement on the date and year first above written.


SIGNED, SEALED & DELIVERED in )  
the presence of: )

  
\_\_\_\_\_  
Signature of Witness )

Sarah Maciejko )  
Print Name )  
67-630 Kernaghan Ave. )  
Winnipeg, MB R2C5G1 )  
Address )

Executive Assistant. )  
Occupation )

IRONCLAD DEVELOPMENTS MISSION  
HEIGHTS HOLDINGS INC.  
by its authorized signatory:

  
\_\_\_\_\_  
Ryan Van Damme  
President and Chief Executive Officer

SIGNED, SEALED & DELIVERED in )  
the presence of: )

\_\_\_\_\_  
Signature of Witness )

\_\_\_\_\_  
Print Name )

\_\_\_\_\_  
Address )

\_\_\_\_\_  
Occupation )

CITY OF KELOWNA  
by its authorized signatories:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk



## DRAFT RESOLUTION

Re: SILGA Executive Nomination

---

THAT Council nominate Councillor Hodge to run for the SILGA Executive for the 2023-2024 term.

### BACKGROUND:

Nominations are due to SILGA on Friday, February 24, 2023. Elections will be held during the SILGA Convention, April 25 to April 28, 2023.

Date: January 16, 2023