

# City of Kelowna

## Regular Council Meeting

### AGENDA



Tuesday, August 26, 2025  
4:00 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 evening, Council will hold a Regular Meeting.

Council has been provided with the information, correspondence, petitions or reports that have been received concerning the subject bylaws. This information is available to the public online at [Kelowna.ca/council](http://Kelowna.ca/council) or by request to the Office of the City Clerk.

For those participating this evening, or who have already submitted letters to Council, a reminder that the 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](http://kelowna.ca).

#### 2. Reaffirmation of Oath of Office

The Oath of Office will be read by Councillor DeHart.

#### 3. Confirmation of Minutes

1 - 3

Tuesday, July 22, 2025

#### 4. Call to Order the Regular Meeting

#### 5. Liquor License Application Reports

City Clerk to invite anyone participating online or in the public gallery who deems themselves affected by the required variance(s) to come forward for each item.

##### 5.1 START TIME 4:00 PM - Vaughan Ave 760 - LL25-0015 - 760 Vaughan Inc., Inc.No. BC1148021 - Rustic Reel Brewing Company Ltd

4 - 23

To seek Council's support for a Special Event Area endorsement on an existing manufacturing licence.

## 6. Development Permit and Development Variance Permit Reports

**City Clerk to invite anyone participating online or in the public gallery who deems themselves affected by the required variance(s) to come forward for each item.**

### 6.1 START TIME 4:00 PM - Lawson Ave 1021 - DP24-0116 DVP24-0117 - 1288384 B.C. Ltd., Inc. No. BC1288384

24 - 126

To issue a Development Permit and Development Variance Permit for the form and character of apartment housing with variances to minimum side yard setback, minimum rear yard setback, minimum ratio between tree sizes, and minimum soft landscaping area.

## 7. Termination

## 8. Procedure on each Bylaw Submission

- a) Brief description of the application by City Staff (Development Planning);
- (b) The applicant has up to 15 minutes to make representations to Council regarding the project.
- (c) The Chair will call for representation from the public participating in person and online as follows:
  - (i) Any person wishing to make representations during the Hearing will have the opportunity to do so.
  - (ii) Speakers have up to 5 minutes to share their remarks.
- (d) Final calls for representation (ask three times). Unless Council directs that the Public Hearing on the bylaw in questions be held open, the Chair shall state to participants the the Public Hearing on the Bylaw is closed.
- (e) Once the public has had an opportunity to comment, the applicant is given up to 10 minutes to respond to any questions raised.
- (f) Questions of staff by members of Council must be asked before the Public Hearing is closed and not during debate of the bylaw at the Regular Meeting, unless for clarification.

Note: Any applicant or member of the public may use electronic visual aids to assist in their presentation or questions. Online participants must be able to share their screen to display the item.



## City of Kelowna Regular Council Meeting Minutes

Date: Tuesday, July 22, 2025  
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; City Clerk, Laura Bentley; Acting Deputy City Clerk, Janelle Taylor; Divisional Director, Planning, Climate Action & Development Services, Ryan Smith; Development Planning Department Manager, Nola Kilmartin; Development Planning Manager, Carla Eaton; Development Planning Manager, Alex Kondor

Staff Participating Remotely Legislative Coordinator (Confidential), Clint McKenzie

### 1. Call to Order

Mayor Dyas called the meeting to order at 4:00 p.m.

### 2. Reaffirmation of Oath of Office

The Oath of Office was read by Councillor Cannan.

### 3. Confirmation of Minutes

Moved By Councillor Hodge/Seconded By Councillor Wooldridge

THAT the Minutes of the Public Hearing and Regular Meeting of June 17, 2025 be confirmed as circulated.

Carried

### 4. Development Permit and Development Variance Permit Reports

4.1 ITEM WITHDRAWN - START TIME 4:00 PM - Lawson Ave 1021 - DP24-0116 DVP24-0117 - 1288384 B.C. Ltd., Inc. No. BC1288384

City Clerk:

– Advised the item was withdrawn and rescheduled to the August 26, 2025 regular meeting.

**4.2 START TIME 4:00 PM - Park Rd 125 - BL12798 (Z25-0010) - 1370247 B.C. LTD., INC., NO. BC1370247**

Moved By Councillor Hodge/Seconded By Councillor Lovegrove

THAT Bylaw No. 12798 be adopted.

Carried

**4.3 START TIME 4:00 PM - Park Rd 125 - DP25-0053 DVP25-0054 1370247 B.C. Ltd., INC. No BC1370247**

Staff:

- Displayed a PowerPoint Presentation summarizing the application.
- Discussed a change to the parking variance in the designated commercial parking stalls.

Steven Zhang, Park Rd, Applicant:

- Spoke to the concerns raised by the public regarding the accessible parking stall.
- Identified an option to address the accessible parking stall.

City Clerk invited anyone participating online or in the gallery who deemed themselves affected to indicate they wish to speak followed by comments from Council.

No one came forward.

Staff:

- Responded to questions from Council.

There were no further comments.

Moved By Councillor Hodge/Seconded By Councillor Wooldridge

THAT final adoption of Bylaw No. 12798 be considered by Council;

AND THAT Council authorizes the issuance of Development Permit No. DP25-0053 and the Development Variance Permit No. DVP25-0054 for Lot 1 Block A Section 23 Township 26 ODYD Plan 4740, located at 125 Park Rd, Kelowna, BC subject to the following:

1. The dimensions and siting of the building to be constructed on the land be in accordance with Schedule "A";
2. The exterior design and finish of the building to be constructed on the land be in accordance with Schedule "B".

AND THAT variances to the following section of the Zoning Bylaw No. 12375, as amended, be granted:

Table 8.5 – Minimum Bicycle Parking Required To vary the required short-term bicycle parking spaces from six required to zero proposed.

Section 14.11-Commercial and Urban Centre Zone Development Regulations, UC4: To vary the minimum front yard and flanking yard setback from 2.0 m required to 0.0 m proposed.

AND THAT issuance of this Development Permit and Development Variance Permit be conditional on approval of a revised parking plan that meets the accessible parking stall requirements;



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

Carried  
Councillor Cannan - Opposed

5. **Termination**

The meeting was declared terminated at 4:20 p.m.

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

lb/cm



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

# REPORT TO COUNCIL

## LIQUOR LICENSE



**Date:** August 26, 2025  
**To:** Council  
**From:** City Manager  
**Address:** 760 Vaughan Ave  
**File No.:** LL25-0015

	Existing	Proposed
<b>OCP Future Land Use:</b>	MED – Mixed Employment District	MED – Mixed Employment District
<b>Zone:</b>	I2 – General Industrial	I2 – General Industrial

### 1.0 Recommendation

THAT Council directs Staff to forward the following Recommendation to the Provincial Liquor and Cannabis Regulation Branch (LCRB):

In accordance with 'Division 9 (71)' of the Liquor Control and Licensing Regulation and Council Policy 359, BE IT RESOLVED THAT:

1. Council recommends support of an application from Rustic Reel Brewing Company Ltd for a Special Event Area Endorsement for Lot 2 Section 30 Township 26 ODYD Plan 23753, located at 760 Vaughan Ave, Kelowna, BC for the following reasons:
  - The proposed Special Event Area Endorsement complies with Council Policy 359 – Liquor Licensing Policy & Procedures as the capacity is less than 500 persons and the hours of operation do not exceed 2:00 am.
2. Council's comments on LCRB's prescribed considerations are as follows:
  - a) The location of the special event area:  
The proposed location of the special event area is at the rear of the building away from the street. The proposed area is a large open warehouse which can be transformed for special events.
  - b) The proximity of the special event area to other social or recreational facilities and public buildings:  
The proposed establishment is located within the Brewery District of Kelowna and the proposed endorsement will be well integrated into the neighbourhood. The Kelowna RCMP detachment is the closest public building.
  - c) The person capacity of the special event area:  
The person capacity of 257 persons which is consistent with Council Policy 359 – Liquor Licensing Policy & Procedures.
  - d) Traffic, noise, parking and zoning:  
Traffic, parking, and zoning are not anticipated to be a concern. The location of the endorsement area at the rear of the building creates distance from the residential buildings across the street and surface parking lots. A large portion of the endorsement area is located indoors which will help mitigate noise. There is a large bay door which leads to a small patio. Council Policy 359

requires that large enclosures and patios close by 11:00 pm further mitigating impacts from noise. The proposed endorsement is consistent with the I2 – General Industrial zone.

e) The impact on the community if the application is approved:

The potential for negative impacts is minimal as the neighbourhood is primarily industrial and commercial, with several similar uses. Additionally, the Official Community Plan and North End plan encourage tourist, local, and economic benefiting establishments.

## 2.0 Purpose

To seek Council's support for a Special Event Area endorsement on an existing manufacturing licence.

## 3.0 Development Planning

Staff support the request for a Special Event Area (SEA) endorsement to the existing manufacturing licence. Rustic Reel Brewing Company is located on Vaughan Avenue in the Brewery District surrounded by similar uses. The proposed endorsement will be located at the rear of the existing building, away from the patio and the street along the frontage.

SEA endorsements allow manufacturers to have events such as weddings, private parties, concerts, or other similar events. It allows the business to sell liquor in the proposed area with food, while offering an unlimited number of events throughout the year. The proposed SEA endorsement would be in use when hosting an event.

The proposed SEA endorsement meets the recommendations of Council Policy 359. The proposed capacity of the entire liquor licence is 257 persons. The applicant is not proposing any changes to the hours of operation, which is currently midnight closure.

## 4.0 Project Details

### Current Hours:

		Sun	Mon	Tues	Wed	Thurs	Fri	Sat
Open		9:00 AM	9:00 AM	9:00 AM	9:00 AM	9:00 AM	9:00 AM	9:00 AM
Close	Indoor	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM
	Patio	11:00 PM	11:00 PM	11:00 PM	11:00 PM	11:00 PM	11:00 PM	11:00 PM

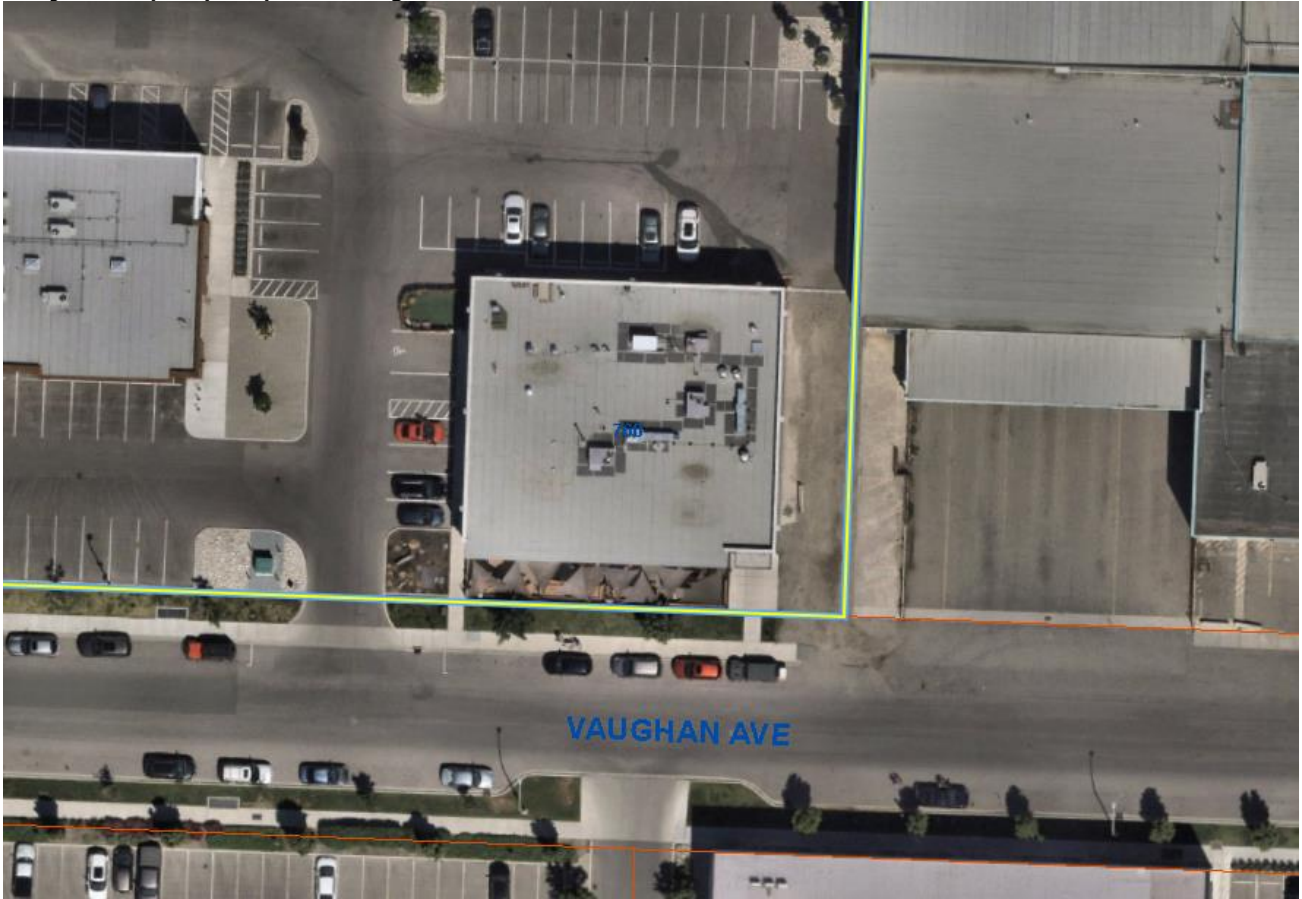
### Occupant Load:

	Existing	Proposed
Indoor	100	150
Outdoor	95	107

## 5.0 Site Context & Background

Orientation	Zoning	Land Use
North	I2 – General Industrial	General Industrial
East	I2 – General Industrial	General Industrial
South	CA1 – Core Area Mixed Use	Apartment Housing / Retail / Food Primary
West	I2 – General Industrial	Alcohol Production Facility

**Subject Property Map: 760 Vaughan Ave**



The subject property is located on Vaughan Avenue, between Richter Street and Ethel Street. The surrounding area is a mix of commercial, industrial, and residential uses. Rustic Reel Brewing is located within 215m of a transit stop on Clement Avenue, which is a Transit Supportive Corridor, and the Downtown Urban Centre.

**6.0 Current Development Policies**

**6.1 Council Policy #359 – Liquor Licensing Policy and Procedures**

The following sections of Policy #359 are applicable to this application:

- Within the Central Area, an outdoor patio at a licenced establishment may not operate later than 11:00 PM.
- Liquor service for a licenced establishment within the Central Area may be permitted between the hours of 9:00 AM and 2:00 AM.
- A licenced establishment within the Central Area that closes later than midnight, must limit capacity to 500 persons.

## **7.0 Technical Comments**

### **7.1 R.C.M.P.**

No comment

## **8.0 Application Chronology**

Application Accepted: April 22, 2025

Neighbourhood notification complete: June 2, 2025

**Report prepared by:** Jason Issler, Planner II

**Reviewed by:** Adam Cseke, Development Planning Manager

**Reviewed by:** Nola Kilmartin, Development Planning Department Manager

**Approved for Inclusion:** Ryan Smith, Divisional Director, Planning, Climate Action & Development Services

### **Attachments:**

Attachment A: Letter of Rationale

Attachment B: Floor Plan/Site Plan/Occupant Load

Attachment C: Neighbourhood Notification

For additional information, please visit our Current Developments online at [www.kelowna.ca/currentdevelopments](http://www.kelowna.ca/currentdevelopments).

# Rustic Reel Brewing Company Ltd.



April 25, 2025

To Whom it May Concern,

Rustic Reel Brewing Company is applying for a Special Event Area Endorsement for the 1100sqft space that we call our 'Beer Hall'. This space had been licensed for liquor service from mid-2020 until December 2024 under the TESA allowance that was given during the Covid restrictions. With the TESA licensing, our overall facilities capacity didn't change, and with the current application we also aren't looking to increase our capacity. We are simply looking to have the space licensed for service again.

Since January 2025, we have been applying for individual Special Event Permits each time we have a special booking (comedy show, larger group gathering for a celebration, etc), and we would rather have our space officially licensed as a special events area than require individual permits each time.

The reason we are applying for the Special Event Area Endorsement and not an expansion to our service area with greater capacity is because we want to be able to continue holding annual community events such as artisan and Christmas markets, which wouldn't be possible inside the space if we extended the regular lounge licensing of our manufacturing license.

Thank you for considering this application.

Sincerely,  
Susi Foerg

<b>ATTACHMENT</b>		<b>A</b>
This forms part of application		
# LL25-0015		
Planner Initials	<input type="text" value="JI"/>	 <b>City of Kelowna</b> <small>DEVELOPMENT PLANNING</small>



Reviewed  
by City of Kelowna  
Inspection Services *JN*

**NOTE:** Ensure proper approval for exterior patio is obtained from City of Kelowna "Real Estate and Property-Services" department.  
This review is for occupant load **ONLY**.

Reviewed  
by City of Kelowna  
Inspection Services  
SN

Rustic Reel Brewery has not applied for a building permit.  
This review is for occupant load **ONLY**.

**Reviewed**  
by City of Kelowna  
Inspection Services

JN  
2025-02-24

760 VAUGHN AVENUE  
GARAGE CONVERSION; RUSTIC REEL BREWERY  
FLOOR PLAN

DRAWN BY:  
T. REAVIE

DATE: JULY 20 2018  
B  
REVISED: JAN 29, '19

SCALE:  
3/16"

DRAWING NO:

ATTACHMENT B

This forms part of application  
# LL25-0015

Planner Initials JI

GFA: ± 7,160 SQ.FT.

Note: Any walls full height are indicated by Green



June 2, 2025

Dear Neighbor,

We hope this letter finds you well. Rustic Reel Brewing Company has applied to the City of Kelowna for a Special Event Area Endorsement for the 1100sqft event space that we call our 'Beer Hall'. This event space is within our building at 760 Vaughan Avenue. As part of the permitting process, we are required to notify nearby businesses and residents of the proposed application and gather feedback or address any concerns.

Our Beer Hall space is separate from our main Taproom area, with a sliding door separating it from the joint washroom area. It is a space where we have held comedy shows in the evening, weddings, corporate Christmas parties, and celebrations like retirements and birthday parties. It had been licensed for liquor service from mid-2020 until December 2024 under the Temporary Expansion to Service Area (TESA) allowance that was given during the Covid restrictions. This allowance came to an end in December 2024, and we are looking to license the space again for continued usage for events like those mentioned above.

With the TESA licensing, our facilities didn't change, and with the current application we also aren't looking to make any physical changes to our space. We are simply looking to have the space licensed for service again. The hours of liquor service would be the same as our main Taproom, from 9am until 12am (midnight). We do not host events past midnight, regardless of liquor or non-alcoholic beverage consumption.

If you have any questions, comments, or concerns regarding the proposed event, we welcome your input. Please feel free to reach out to us directly at 250-862-3737 or [susi@rusticreel.com](mailto:susi@rusticreel.com). Additionally, we are happy to arrange a meeting or phone call to discuss any issues in more detail. Our City of Kelowna contact is Jason Issler, who can be reached at [jissler@kelowna.ca](mailto:jissler@kelowna.ca)

Thank you for your attention and for your continued support of our community efforts.

Sincerely,  
Susi Foerg  
Owner, Rustic Reel Brewing Company Ltd.

<b>ATTACHMENT</b>		<b>C</b>
This forms part of application		
# LL25-0015		
Planner Initials	JL	 <b>City of Kelowna</b> DEVELOPMENT PLANNING

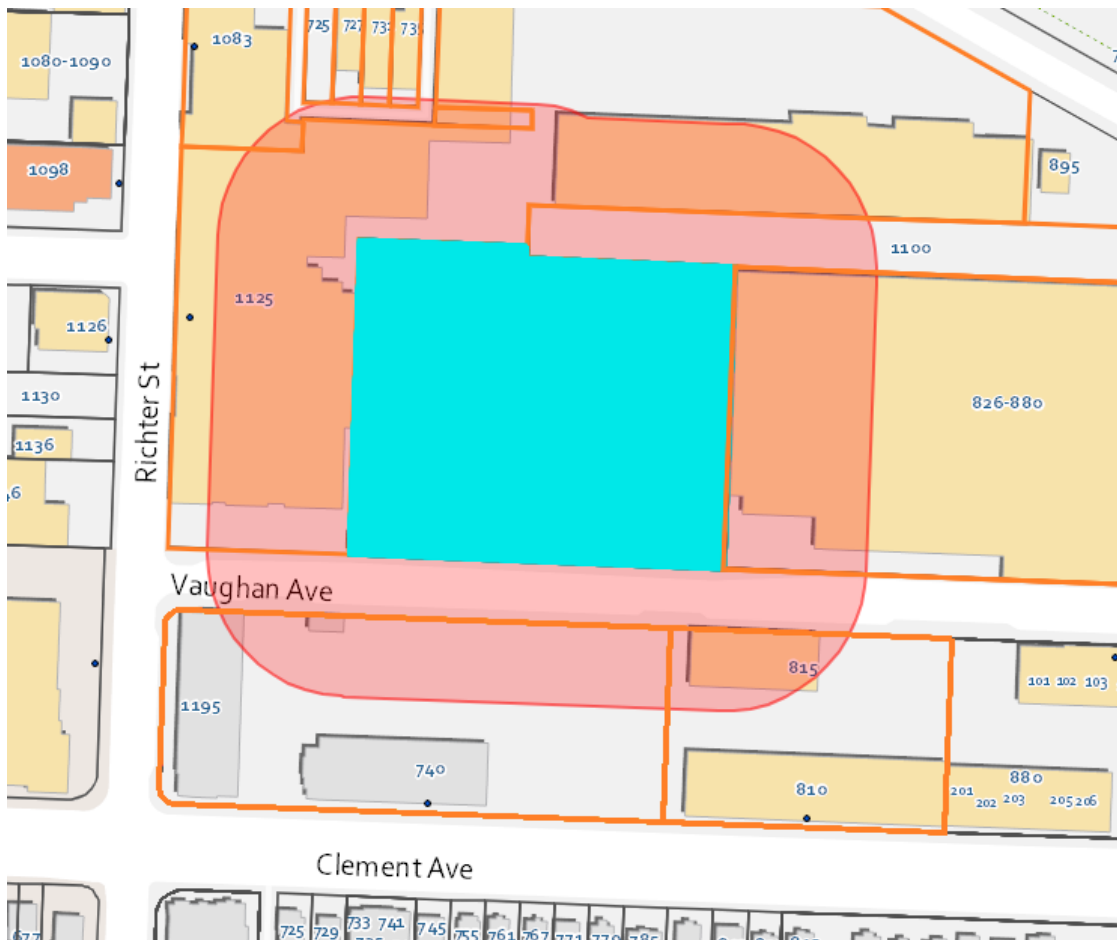


Address	
(S OF) Baillie Ave V1Y2K5	112 810 Clement Ave
725 Baillie Ave V1Y7E9	113 810 Clement Ave
727 Baillie Ave V1Y7E9	201 810 Clement Ave
	202 810 Clement Ave
731 Baillie Ave V1Y7E9	203 810 Clement Ave
735 Baillie Ave V1Y7E9	204 810 Clement Ave
1 740 Clement Ave V1Y9V1	205 810 Clement Ave
2 740 Clement Ave V1Y9V1	206 810 Clement Ave
101 810 Clement Ave	207 810 Clement Ave
102 810 Clement Ave	208 810 Clement Ave
103 810 Clement Ave	209 810 Clement Ave
104 810 Clement Ave	210 810 Clement Ave
105 810 Clement Ave	211 810 Clement Ave
106 810 Clement Ave	212 810 Clement Ave
107 810 Clement Ave	213 810 Clement Ave
108 810 Clement Ave	1083 Richter St V1Y2K6
109 810 Clement Ave	1125 Richter St V1Y2K6
110 810 Clement Ave	1 1195 Richter St V1Y2K8
111 810 Clement Ave	2 1195 Richter St V1Y2K8

<b>ATTACHMENT</b> <u>  C  </u>	
This forms part of application # LL25-0015	
Planner Initials	JI
 <b>City of Kelowna</b> DEVELOPMENT PLANNING	

730-760 Vaughan Ave V1Y7E4
101 815 Vaughan Ave
102 815 Vaughan Ave
103 815 Vaughan Ave
104 815 Vaughan Ave
105 815 Vaughan Ave
106 815 Vaughan Ave
107 815 Vaughan Ave
826-880 Vaughan Ave V1Y7E4

<b>ATTACHMENT</b>		<b>C</b>
This forms part of application		
# LL25-0015		
Planner Initials	JI	 <b>City of Kelowna</b> <small>DEVELOPMENT PLANNING</small>



# Liquor Licence Application

760 Vaughan Ave

LL25-0015



# Purpose

- To seek Council's support for a Special Event Area Endorsement on an existing manufacturing licence.

# Development Process

**Apr 22, 2025 Development Application Submitted**



**Staff Review & Circulation**



**Aug 26, 2025 Tuesday Council Meeting**

**Council  
Approvals**

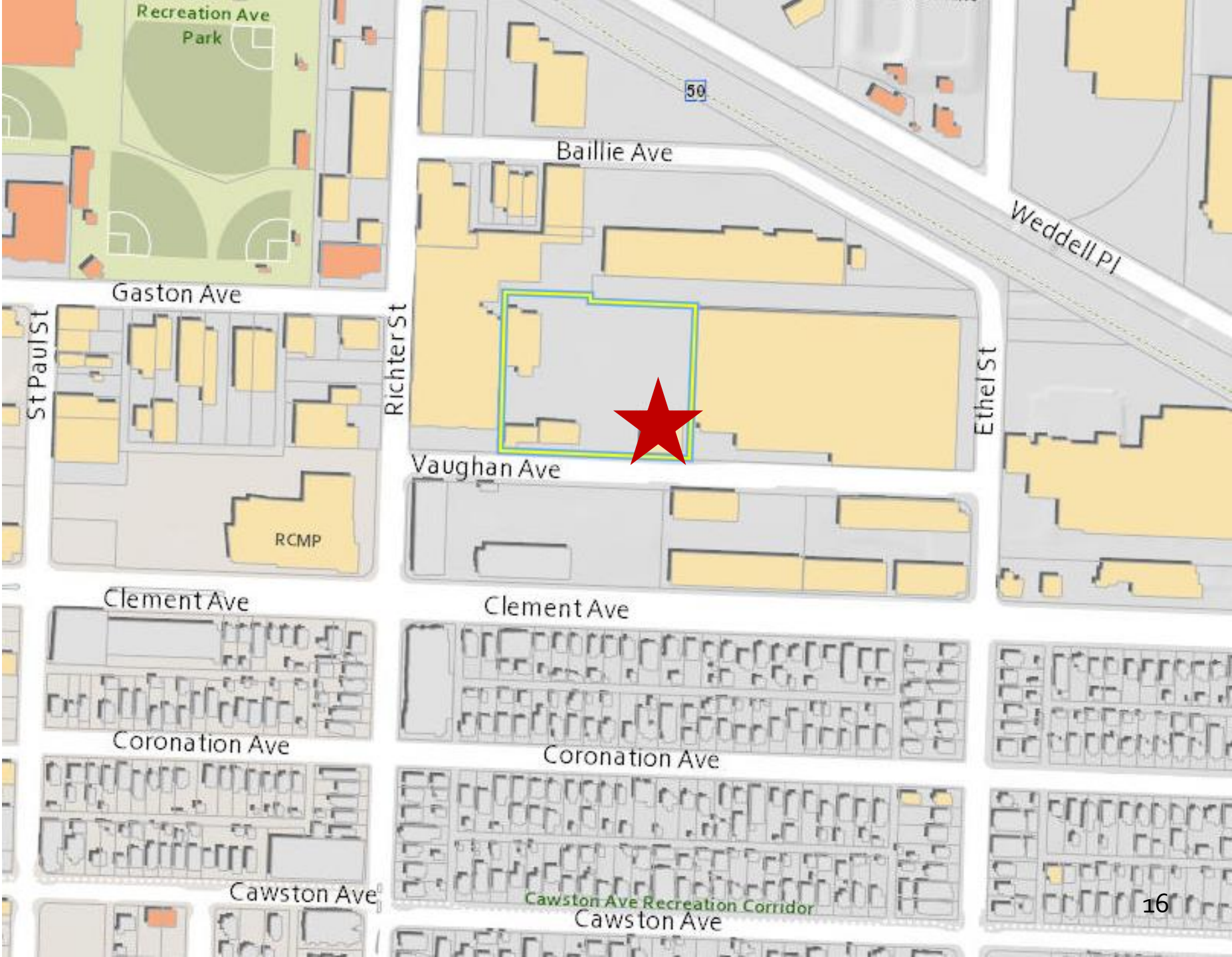


**Recommendation forwarded to LCRB**



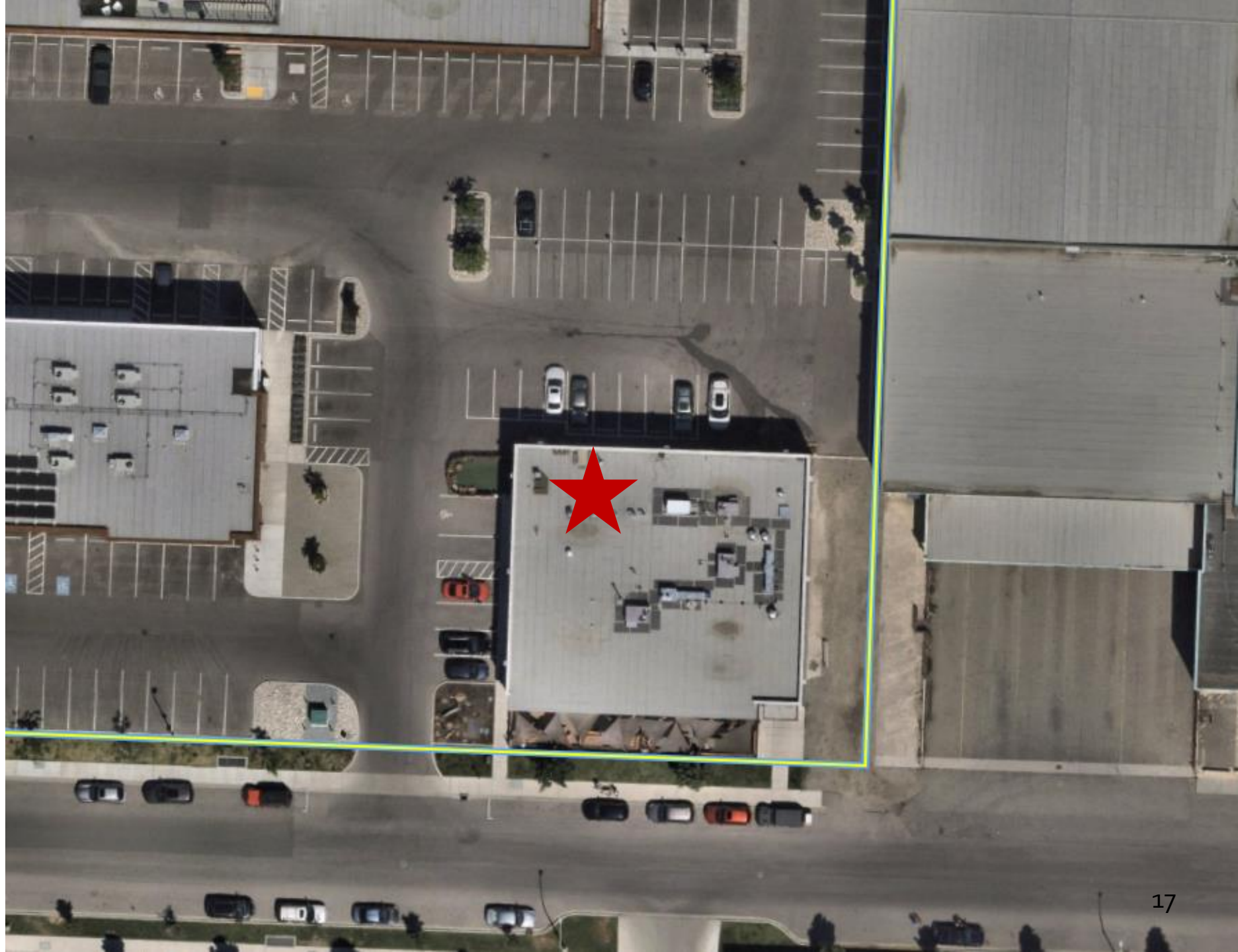


# Context Map





# Subject Property Map



# Hours of Sale

EXISTING		Sun	Mon	Tue	Wed	Thu	Fri	Sat
Open		9:00 AM	9:00 AM	9:00 AM	9:00 AM	9:00 AM	9:00 AM	9:00 AM
Close	Indoor	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM
	Outdoor	11:00 PM	11:00 PM	11:00 PM	11:00 PM	11:00 PM	11:00 PM	11:00 PM



# Occupant Load

	Existing	Proposed
Indoor	100	150
Outdoor	95	107

# Occupant Load



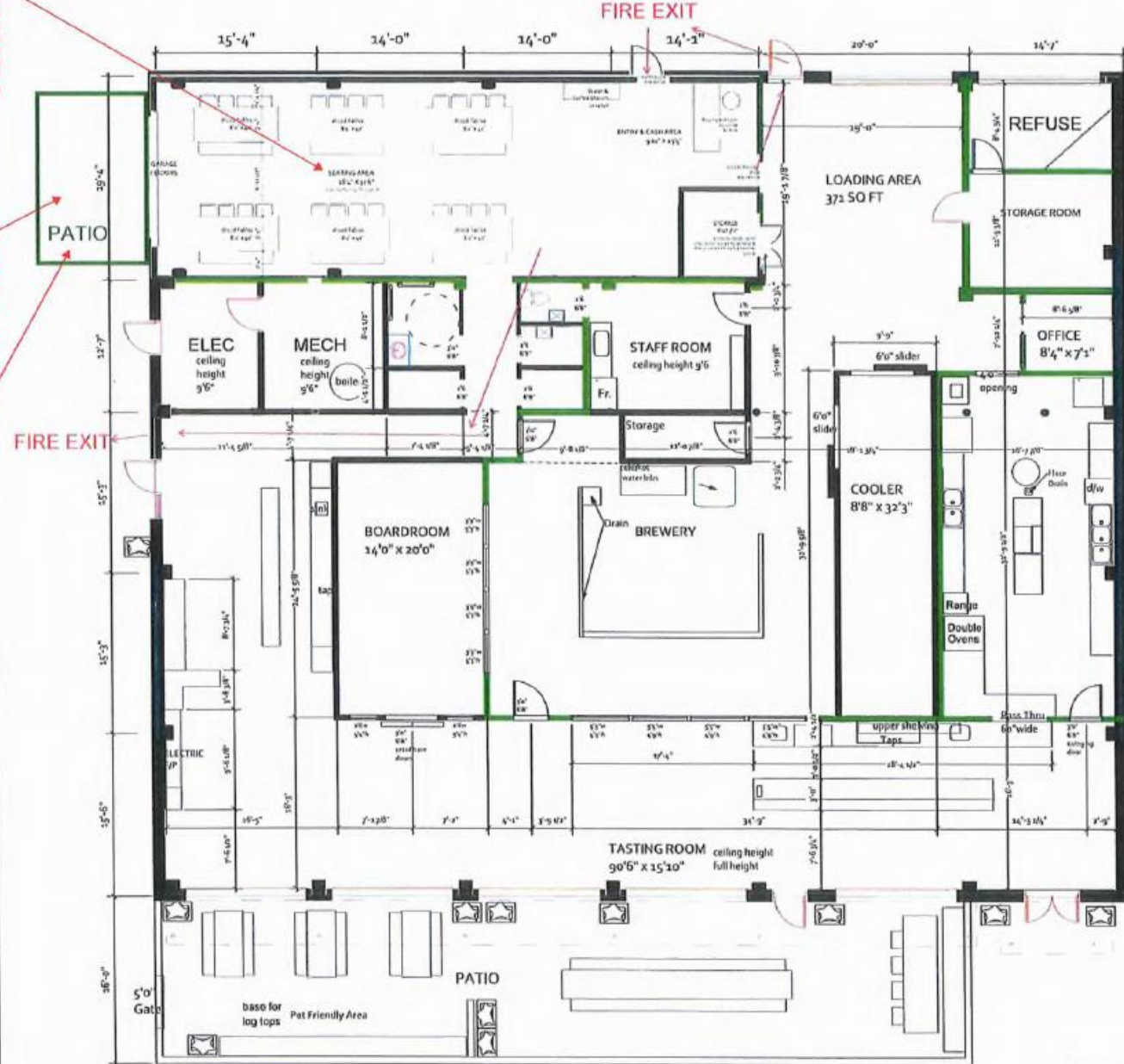
The **SEATING AREA** has a net floor area of **63.8 sq m**. The maximum occupant load shall be **53 persons**, based on **1.2 sq m/person**.

Reviewed  
by City of Kelowna  
Inspection Services *JN*

The **PATIO** has a net floor area of **14.6 sq m**. The maximum occupant load shall be **12 persons**, based on **1.2 sq m/person**.

**NOTE:** Ensure proper approval for exterior patio is obtained from City of Kelowna "Real Estate and Property-Services" department. This review is for occupant load **ONLY**.

Reviewed  
by City of Kelowna  
Inspection Services *JN*



Rustic Reel Brewery has not applied for a building permit. This review is for occupant load **ONLY**.

TASTING ROOM  
SERVING  
16'3" x 16'8"

Reviewed  
by City of Kelowna  
Inspection Services

*JN*

2025-02-24

# Special Event Area Endorsement

The Special Event Area (SEA) endorsement allows Manufacturer licensees to have events and:

- Sell liquor by the glass or bottle for onsite consumption with food
- Sell samples without a daily maximum volume per person
- Offer entertainment and amplified sound

Examples of events include:

- Weddings
- Concerts
- Private parties
- Promotional events open to the public

# Council Policy #359

- Within the Central Area, an outdoor patio at a licenced establishment may not operate later than 11:00 PM.
- Liquor service for a licensed establishment within the Central Area may be permitted between the hours of 9:00 AM and 2:00 AM.
- A licenced establishment within the Central Area that closes later than midnight, must limit capacity to 500 persons.

# Staff Recommendation

- Staff recommend support for the proposed liquor licence as it is consistent with:
  - Council Policy #359
- That Council directs Staff to forward a resolution of support to the LCRB.

# REPORT TO COUNCIL DEVELOPMENT PERMIT & DEVELOPMENT VARIANCE PERMIT



**Date:** August 26, 2025  
**To:** Council  
**From:** City Manager  
**Address:** 1021 Lawson Ave  
**File No.:** DP24-0116 DVP24-0117  
**Zone:** MF3r – Apartment Housing Rental Only

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## 1.0 Recommendation

THAT Council authorizes the issuance of Development Permit No. DP24-0116 and Development Variance Permit No. DVP24-0117 for Lot A District Lot 138 ODYD Plan EPP121306, located at 1021 Lawson Ave, Kelowna, BC subject to the following:

1. The dimensions and siting of the building to be constructed on the land be in accordance with Schedule "A";
2. The exterior design and finish of the building to be constructed on the land be in accordance with Schedule "B";
3. Landscaping to be provided on the land be in accordance with Schedule "C";
4. The applicant be required to post with the City a Landscape Performance Security deposit in the amount of 125% of the estimated value of the Landscape Plan, as determined by a Registered Landscape Architect;
5. The applicant be required to make a payment into the Public Amenity & Streetscape Capital Reserve Fund as established by Bylaw No. 12386 in accordance with Table 6.8.a. in Zoning Bylaw No. 12375;

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 variances to the following sections of Zoning Bylaw No. 12375 be granted:

### **Table 7.2 –Tree & Landscaping Planting Requirements**

To vary the minimum ratio between tree sizes from 50% large trees required to 25% large trees proposed.

### **Table 7.2 –Tree & Landscaping Planting Requirements**

To vary the minimum soft landscaping area from 75% required to 61% proposed.

### **Section 13: Multi-Dwelling Zones – Section 13.5 - Development Regulations**

To vary the minimum side yard setback from 3.0 m permitted to 0.1 m proposed.

### **Section 13: Multi-Dwelling Zones – Section 13.5 - Development Regulations (footnote .4)**

To vary the minimum rear yard setback for a parkade with lane access from 1.5 m permitted to 0.1 m proposed.

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

#### **2.0 Purpose**

To issue a Development Permit and Development Variance Permit for the form and character of apartment housing with variances to minimum side yard setback, minimum rear yard setback, minimum ratio between tree sizes, and minimum soft landscaping area.

#### **3.0 Development Planning**

Staff support the proposed Development Permit for the form and character of an apartment building. The proposal conforms with several objectives within the Official Community Plan (OCP) Form and Character Design Guidelines for Low & Mid-Rise Residential Development. Key guidelines that are met include:

- Locate off-street parking and other 'back-of-house' uses (such as loading, garbage collection, utilities, and parking access) away from public view;
- Design attractive, engaging, and functional on-site open spaces with high quality, durable, and contemporary materials, colors, lighting, furniture, and signage; and
- Incorporate a range of architectural features and details into building facades to create visual interest, especially when approached by pedestrians.

Vehicle access is provided from a laneway which runs parallel to the subject property. Parking is primarily provided through a partially sunken parkade and a single Modo car share stall at grade. Materials for the project are predominantly metal panelling and stucco. Common amenity space has been provided in an indoor amenity room on the first level connected with an outdoor space. A second outdoor amenity area is provided on the 6<sup>th</sup> floor.

A Development Permit and Development Variance Permit, containing six variances, came before council in October of 2023. The Development Permit was defeated with Council and the public raising concerns about the number of variances, the number of units, and parking. The applicant has redesigned the building and reduced the number of units from 22 to 20 as well as reducing the number of variances from six to four.

#### **East Side Yard Setback Variance**

A variance is proposed for a portion of the east side of the building to 0.1 m from the adjacent lot (1056 Bernard Avenue). The residential portion of the building complies with the 3.0m setback requirement, however, the proposed setback reduction would allow the portion of the parkade above the finished grade to be constructed closer to the property line

#### **Rear Yard Setback Variance**

A setback variance is proposed to reduce the minimum setback requirement for a partially underground parkade from 1.5 m to 0.1 m. The proposed variance will be adjacent to an existing concrete retaining wall of similar height on the adjacent property which supports an outdoor patio area. Therefore, the reduced setback is unlikely to lead to any adverse impact on the neighbouring property.



### Landscaping Variances

Due to the limited size of the site, underground parkade, and other on-site infrastructure, the area available for landscape plantings is constrained. As the required landscape buffers contain hard surfaced pathways, an electrical transformer, and portions of the parkade, a variance to the minimum soil-based landscaping is requested.

The applicant is required to plant two large trees based on the size of landscape areas. The applicant has worked to add double the required number of trees elsewhere on site to make up for the two proposed landscape variances.

## **4.0 Subject Property & Background**

### **4.1 Subject Property Map**



The subject property is located on Lawson Avenue between Gordon Drive, Graham Street, and Bernard Avenue. Gordon Drive and Bernard Avenue are both designated as Transit Supportive Corridors and have transit stops within 200 metres of the subject property. Commercial and mixed-use buildings, including Centuria Urban Village are located within a 400 metres distance along Gordon Drive. Martin Park and Knowles Heritage Park are located within 400 metres to the west.



#### 4.2 Background

A Development Permit and Development Variance Permit was considered on October 17, 2023 which was defeated by council.

#### 5.0 Zoning Bylaw Regulations Summary

AREA & UNIT STATISTICS	
Gross Lot Area	762 m <sup>2</sup>
<b>Total Number of Units</b>	<b>20</b>
Studio	7
1-bed	5
2-bed	8

DEVELOPMENT REGULATIONS		
CRITERIA	MF3r ZONE	PROPOSAL
<b>Total Maximum Floor Area Ratio</b>	<b>2.1</b>	<b>1.77</b>
Base FAR	1.8	
Bonus FAR (Rental Only)	0.3	
Max. Site Coverage (buildings)	65 %	64 %
Max. Site Coverage (buildings, parking, driveways)	85 %	84 %
<b>Max. Height</b>	<b>6 Storeys / 22.0 m</b>	<b>6 Storeys / 21.2 m</b>
Base Height	4 Storeys / 18.0 m	
Bonus Height	2 Storeys / 4.0 m	
<b>Setbacks</b>		
Min. Front Yard (North)	3.0 m	4.7 m
Min. Side Yard (East)	3.0 m	0.1 m ❶
Min. Side Yard (West)	3.0 m	3.0 m
Min. Rear Yard (South)	1.5 m	0.1 m ❷
<b>Step backs</b>		
Min. Fronting Street (North)	3.0 m	3.0 m
<b>Amenity Space</b>		
<b>Total Required Amenity Space</b>	<b>212 m<sup>2</sup></b>	<b>280 m<sup>2</sup></b>
Common	80 m <sup>2</sup>	155 m <sup>2</sup>
Private		125 m <sup>2</sup>
<b>Landscaping</b>		
Min. Number of Trees	4 trees	8 trees
Min. Large Trees	2 trees	1 trees ❸
Min. Growing Medium Area	75 %	61 % ❹
❶ Indicates a requested variance to the minimum side yard setback from 3.0 m required to 0.1 m proposed. ❷ Indicates a requested variance to the minimum rear yard setback from 1.5 m required to 0.1 m proposed. ❸ Indicates a requested variance to the minimum number of large trees from 2 required to 1 proposed. ❹ Indicates a requested variance to the minimum growing medium area from 75 % to 61%.		

PARKING REGULATIONS		
CRITERIA	MF3r ZONE REQUIREMENTS	PROPOSAL
<b>Total Required Vehicle Parking</b>	<b>15 stalls</b>	<b>15 stalls</b>
Residential	24.2	
Visitor	2.8	
"r" Subzone Reduction	-2.7	
Car Share	-4	
Bonus Long-Term Bicycle Parking	-5	
Ratio of Regular to Small Stalls	Min. 50% Regular Max. 50% Small	86 % Regular 14% Small
Bicycle Stalls Short-Term	6 stalls	6 stalls
Bicycle Stalls Long-Term	27 stalls	32 stalls
Bonus Stalls Provided for Parking Reduction	y	
Bike Wash & Repair	y	y

## 6.o Application Chronology

Application Accepted: June 18, 2024  
 Neighbour Notification Received: June 4, 2025

**Report prepared by:** Jason Issler, Planner II  
**Reviewed by:** Adam Cseke, Development Planning Manager  
**Reviewed by:** Nola Kilmartin, Development Planning Department Manager  
**Approved for Inclusion:** Ryan Smith, Divisional Director, Planning, Climate Action & Development Services

### Attachments:

Attachment A: Draft Development Permit DP24-0116 & DVP24-0117  
     Schedule A: Site Plan & Floor Plans  
     Schedule B: Elevations & Sections  
     Schedule C: Landscape Plan  
 Attachment B: OCP Form and Character Development Permit Guidelines  
 Attachment C: Applicant's letter of rationale  
 Attachment D: Renderings  
 Attachment E: Carshare Agreement  
 Attachment F: Summary of Public Information Session

For additional information, please visit our Current Developments online at [www.kelowna.ca/currentdevelopments](http://www.kelowna.ca/currentdevelopments).

# Development Permit & Development Variance Permit

1021 Lawson Ave

DP24-0116 DVP24-0117



# Purpose

- To issue a Development Permit and Development Variance Permit for the form and character of apartment housing with variances to minimum side yard setback, minimum rear yard setback, minimum ratio between tree sizes, and minimum soft landscaping area.

# Development Process

Jun 18, 2024

Development Application Submitted



Staff Review & Circulation



Jun 4, 2025

Public Notification Received



Aug 26, 2025

DP DVP Public Hearing

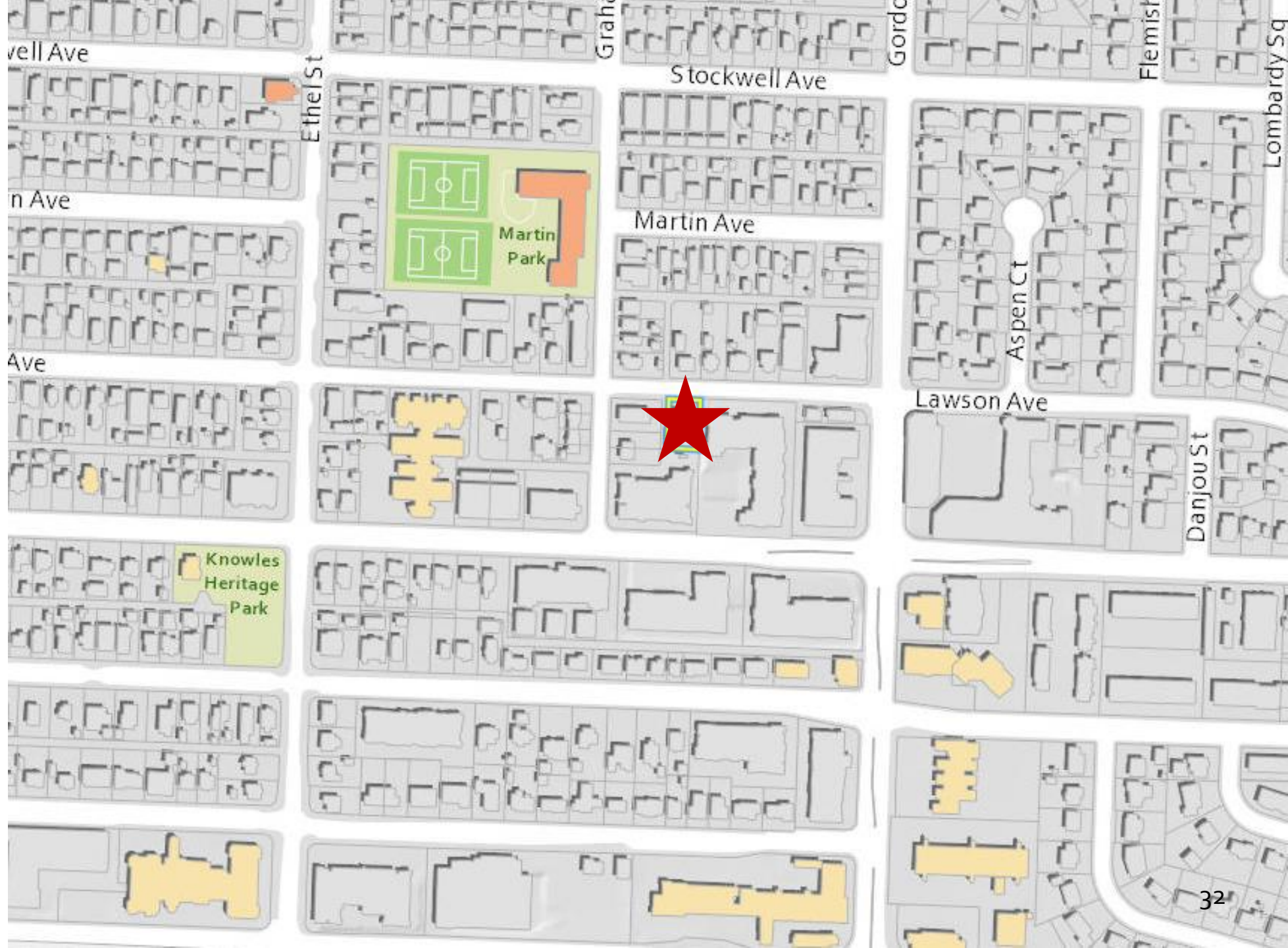
} Council Approvals



Building Permit



# Context Map





# Model City

Estimated Population:

3,723

Estimated Jobs:

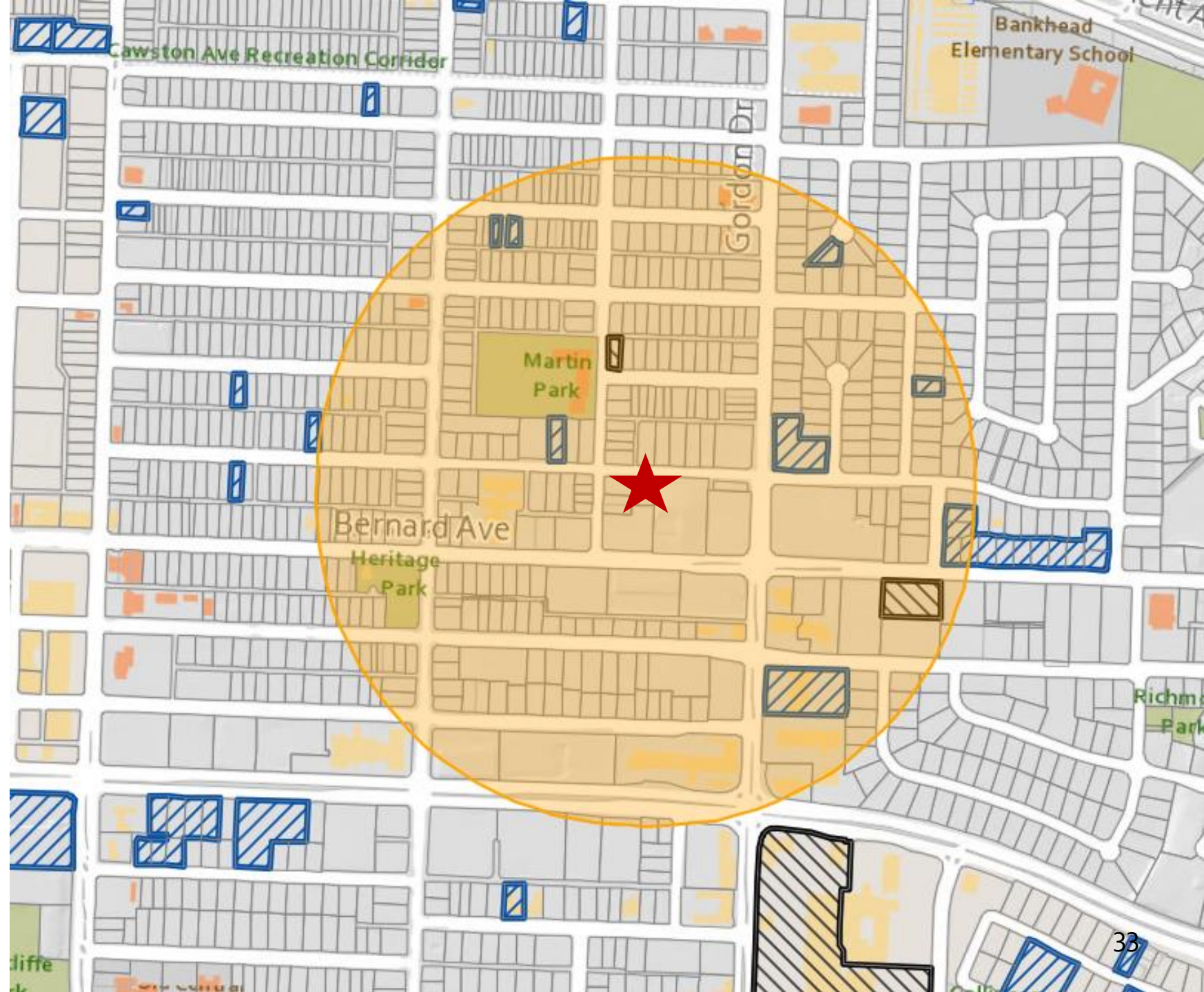
1,350

Residential Units:

2,190

Commercial Units:

45







# Subject Property Map





# Technical Details

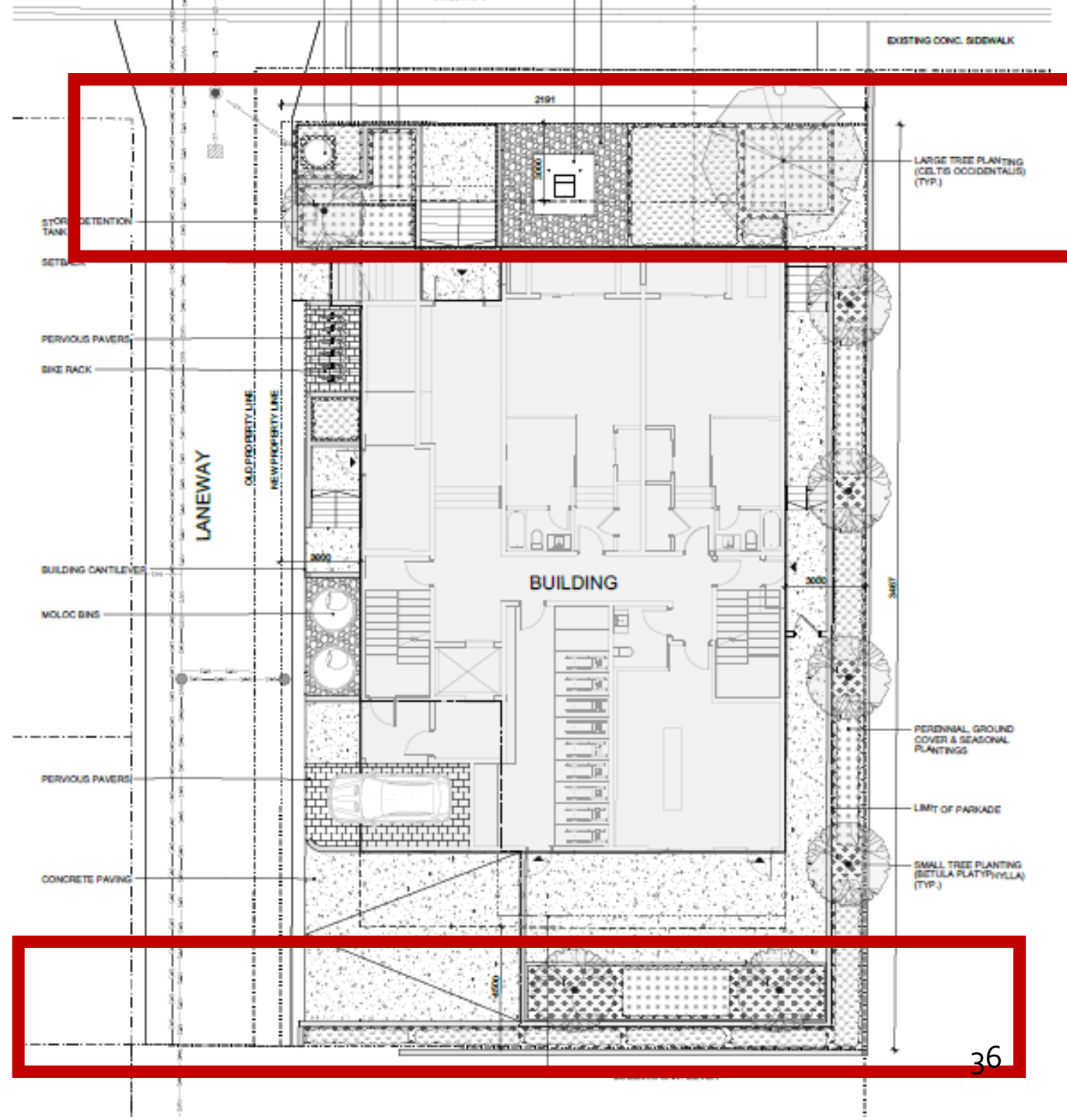
## MF3r – Apartment Housing Rental Only

- 6 stories with 20 units
  - 7 Studio
  - 5 One-Bedroom
  - 8 Two-Bedroom
- 15 Parking Stalls
- 38 Bicycle Parking Stalls
- 8 Trees
  - 1 Large

# Variances

## Section 7.2:

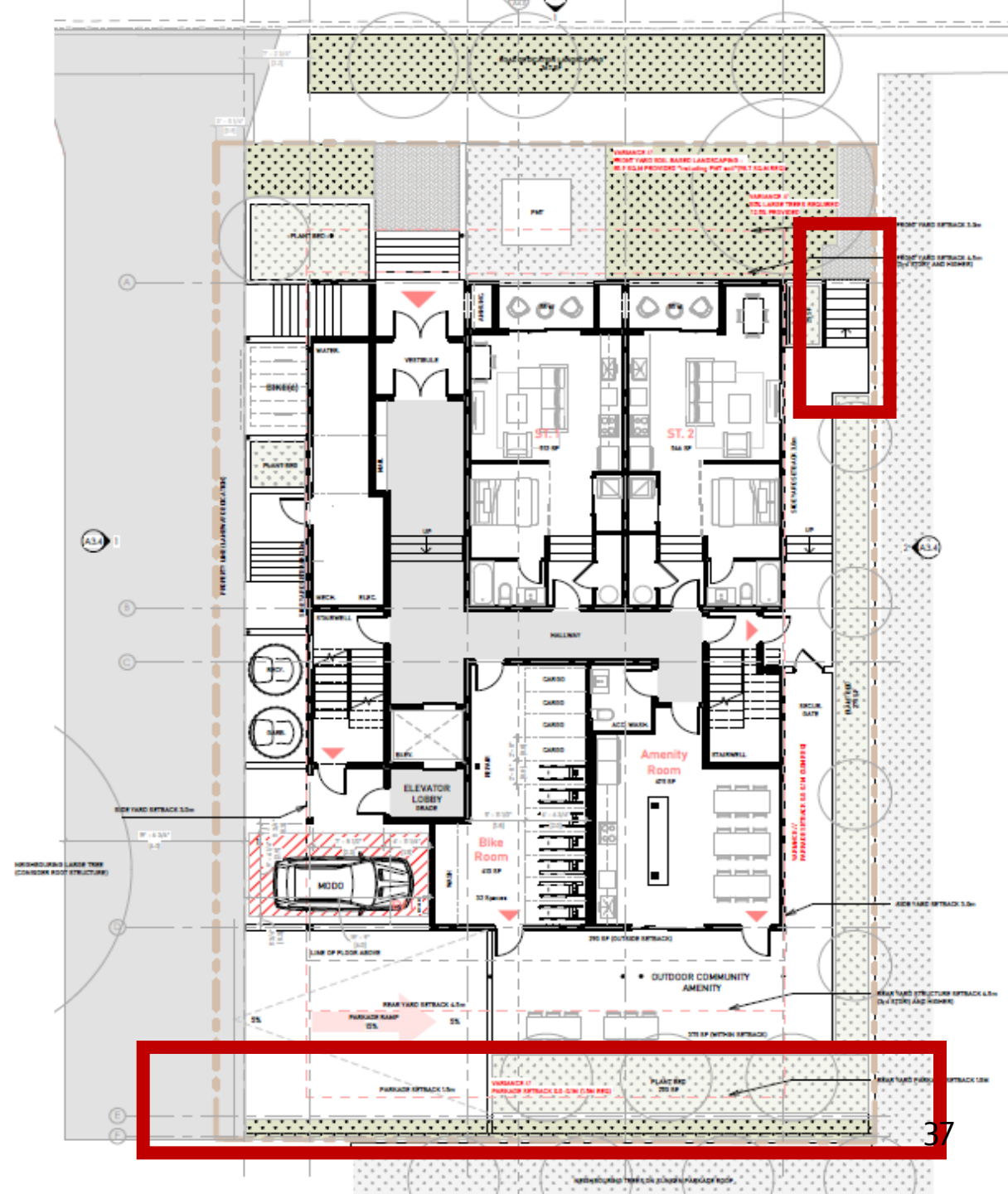
- To vary the ratio of Large Trees
- To vary the minimum soft landscaping



# Variances

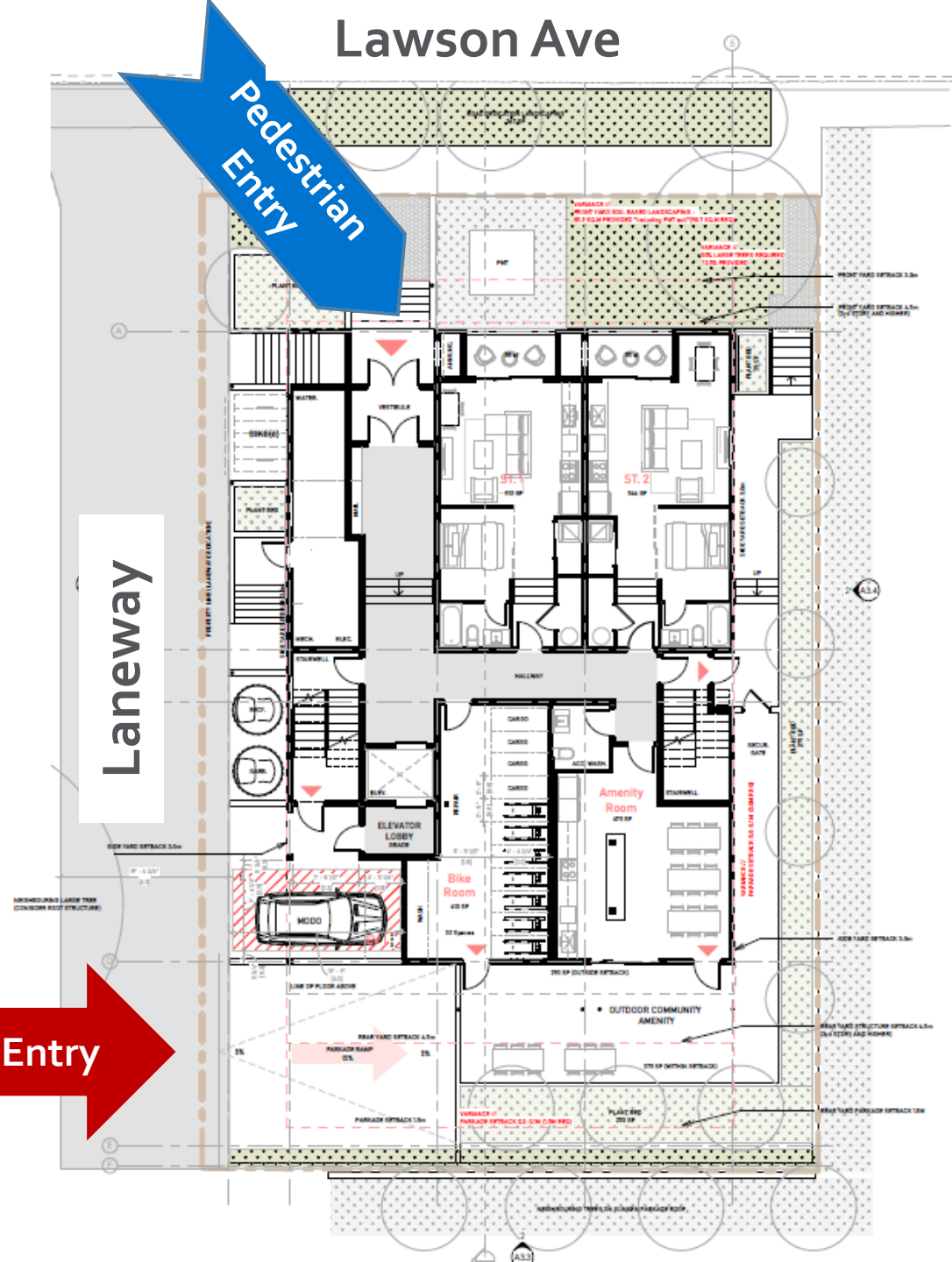
## Section 13.5:

- To vary minimum side yard setback
- To vary minimum rear yard setback





# Site Plan



# Elevation (North)





## Elevation (South)



## Elevation (West)





## Elevation (East)



# Materials Board

ARCHITECTURALLY EXPOSED CONCRETE  
TYPE: MEDIUM DENSITY FORM FINISH  
COLOUR: NATURAL CONC.

MAC PANEL SIDING  
TYPE - NORWOOD/NORWOOD MINI  
COLOUR - BLACK WALNUT

METAL PANELS  
DARK GRAY

METAL FLASHING  
DARK GRAY

STUCCO  
TYPE - FINE SAND FINISH  
COLOUR: CREAM WHITE

POWDER COATED METAL PERFORATED BALCONY  
COPPER COLOUR  
STATECRAFT SUPPLIER

ALUMINUM (PRE-FINISHED) + FASCIA MOUNTED PIPE RAILING  
COPPER COLOUR

WOOD ACCENT/AWNING MOUNT

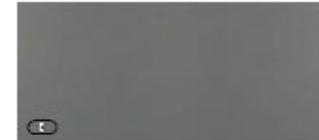
METAL CLAD VINYL WINDOWS  
TYPE: EUROCLAD ALUM. HYBRID, DUAL PANE, LOW E.  
COLOUR: DARK GREY OR BLACK

METAL CLAD SLIDING DOORS (8') - 3 PANEL  
TYPE: EUROCLAD ALUM. HYBRID, DUAL PANE, LOW E.  
COLOUR: DARK GREY/COPPER

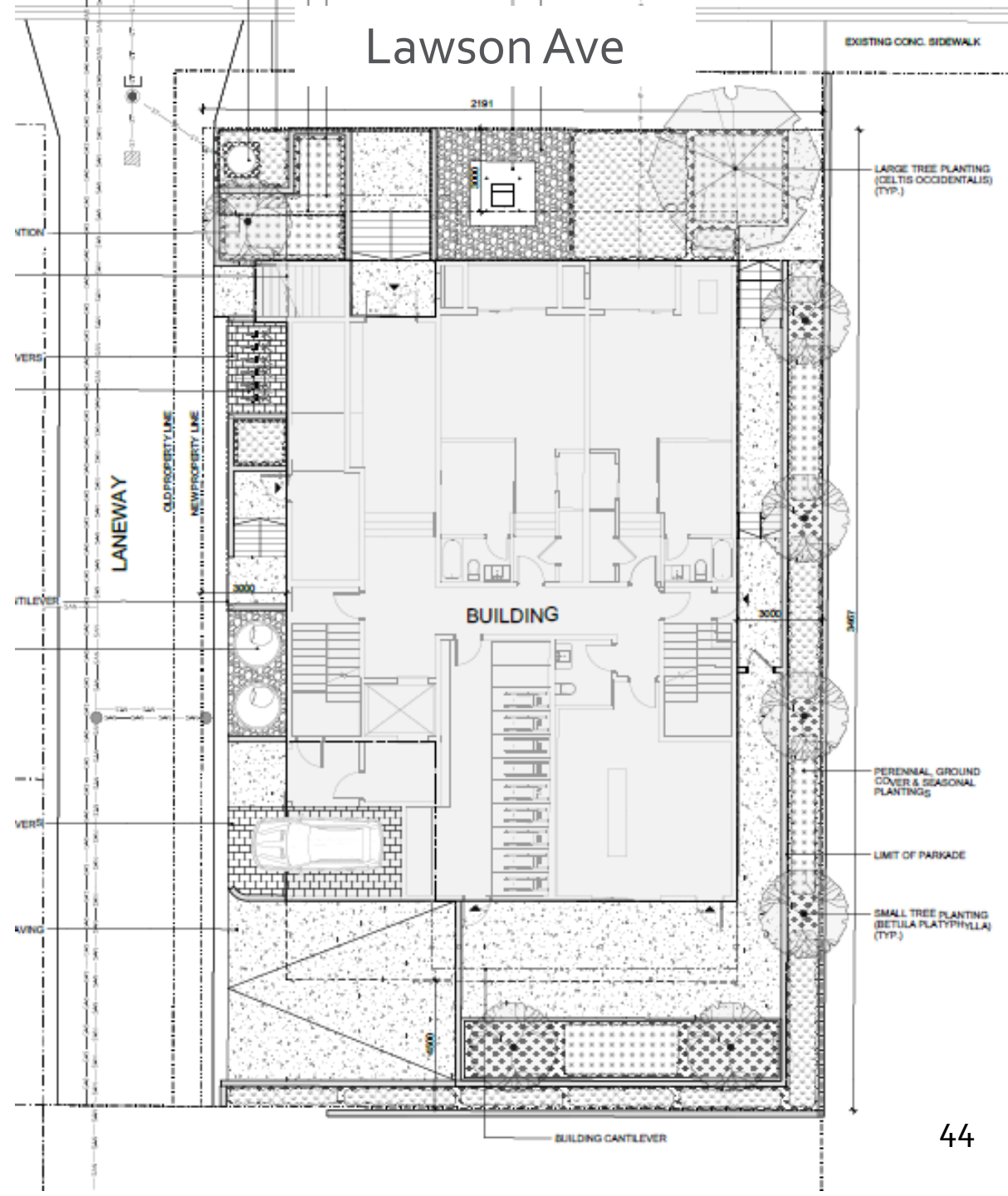
NON-COMBUSTIBLE WOODGRAIN SOFFITT  
COLOUR: NATURAL FAWN  
MANUF/STYLE: LUX, 4" V-GROOVE

TIMBER TRELLIS  
WOOD STRUCTURE

METAL COLUMNS  
DARK GRAY



# Landscape Plan





# Rendering Entrance





# Rendering Laneway & Carshare





# North Rendering





# North Rendering





# NE Rendering





# Ground Oriented Units





## Rooftop Amenity





## Ground Floor Amenity



# OCP Design Guidelines

- Locate off-street parking and other 'back-of-house' uses away from public view;
- Design attractive, engaging, and functional on-site open spaces with high quality, durable, and contemporary materials, colors, lighting, furniture, and signage; and
- Incorporate a range of architectural features and details into building facades to create visual interest

# Staff Recommendation

- Staff recommend support for the proposed development permit and development variance permit as it:
  - Meets majority of OCP Design Guidelines
  - Variances considered to be minimal



# Development Permit & Development Variance Permit

DP24-0116 DVP24-0117



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

**1021 Lawson Ave**

and legally known as

**Lot A District Lot 138 ODYD Plan EPP121306**

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

## **Apartment Housing**

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



**Date of Council Approval:** **August 26, 2025**

Development Permit Area: Form and Character

Existing Zone: MF3r – Apartment Housing Rental Only zone

Future Land Use Designation: C-NHD – Core Area Neighbourhood

**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: 1288384 BC Ltd.

Applicant: Bluegreen Architecture

---

Nola Kilmartin  
Development Planning Department Manager  
Planning & Development Services

---

Date of Issuance

## 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. DP24-0116 and Development Variance Permit No. DVP24-0117 for Lot A District Lot 138 ODYD Plan EPP121306 located at 1021 Lawson Ave, Kelowna, BC, subject to the following:

- The dimensions and siting of the building to be constructed on the land be in accordance with Schedule "A";
- The exterior design and finish of the building to be constructed on the land be in accordance with Schedule "B";
- Landscaping to be provided on the land be in accordance with Schedule "C";
- The applicant be required to post with the City a Landscape Performance Security deposit in the amount of 125% of the estimated value of the Landscape Plan, as determined by a Registered Landscape Architect;
- The applicant be required to make a payment into the Public Amenity & Streetscape Capital Reserve Fund as established by Bylaw No. 12386 in accordance with Table 6.8.a. in Zoning Bylaw No. 12375;

AND THAT variances to the following sections of Zoning Bylaw No. 12375 be granted:

### Table 7.2 –Tree & Landscaping Planting Requirements

To vary the minimum ratio between tree sizes from 50% large trees required to 25% large trees proposed.

### Table 7.2 –Tree & Landscaping Planting Requirements

To vary the minimum soft landscaping area from 75% required to 61% proposed.

### Section 13: Multi-Dwelling Zones – Section 13.5 - Development Regulations

To vary the minimum side yard setback from 3.0 m permitted to 0.1 m proposed.

### Section 13: Multi-Dwelling Zones – Section 13.5 - Development Regulations (footnote .4)

To vary the minimum rear yard setback for a parkade with lane access from 1.5 m permitted to 0.1 m proposed.

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

AND FURTHER THAT this Development Permit is valid for two (2) years from the date of Council 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 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 **\$49,056.75**

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. PUBLIC AMENITY & STREETSCAPE CAPITAL RESERVE FUND

Public Amenity & Streetscape Capital Reserve Fund Payment in the amount of **\$15,834.89** required for 761 m<sup>2</sup> lot area as part of the proposed development.

#### 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.**

<b>ATTACHMENT</b>		<b>A</b>
This forms part of application		
# DP24-0116 DVP24-0117		
Planner Initials	Jl	 <b>City of Kelowna</b> DEVELOPMENT PLANNING





VIEWS TO AND ACROSS FROM SITE



AERIAL VIEW



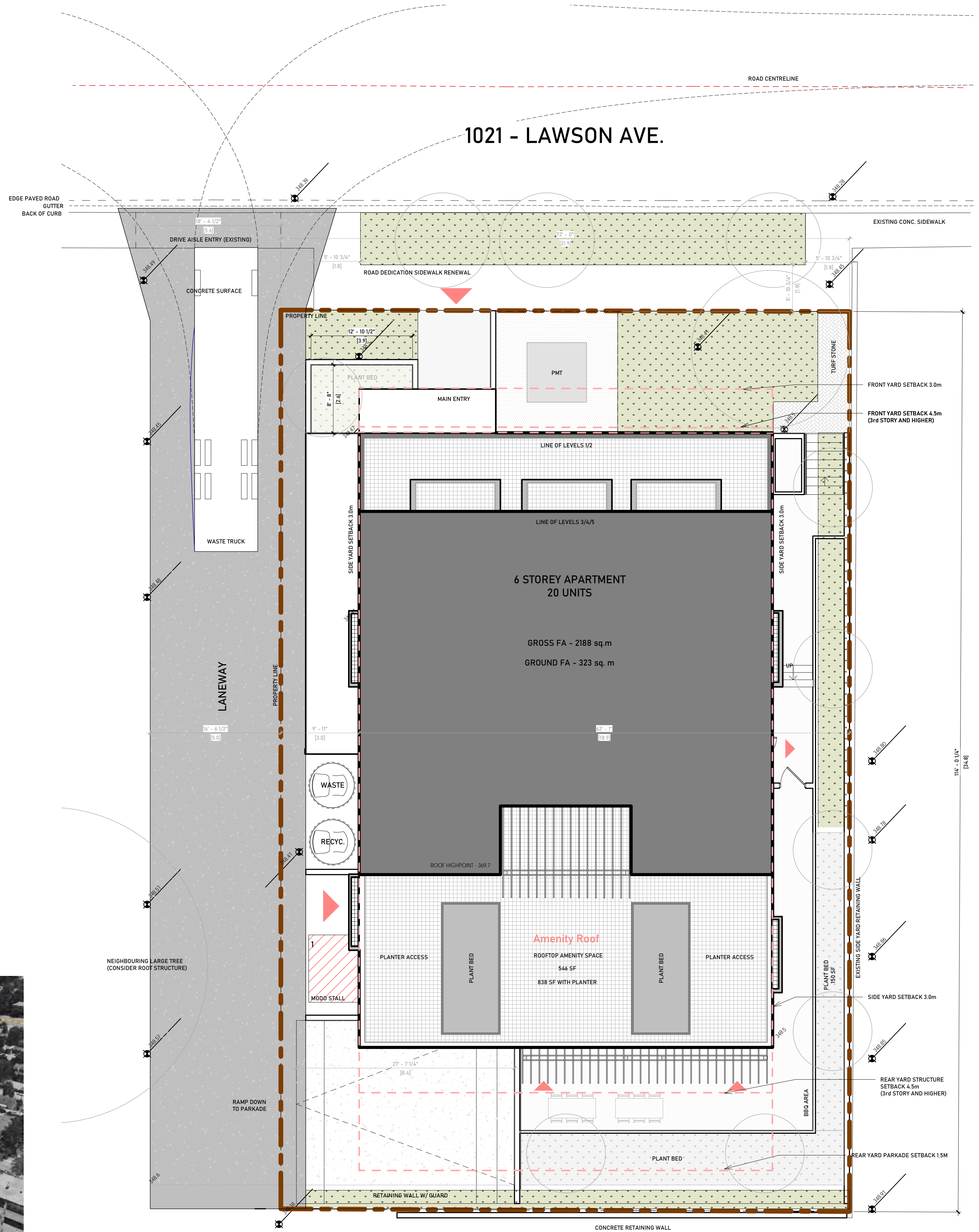
SOUTH YARD - RETAINING WALL - 1.8M HIGH



EAST SIDEYARD - RETAINING WALL



AXONOMETRIC SITE VIEW



1 SITE PLAN  
1/8" = 1'-0"

SCHEDULE

This forms part of application

# DP24-0116 DVP24-0117

Planner Initials

JL

A

City of Kelowna

DEVELOPMENT PLANNING

#100-1353 Elm Street  
Kelowna, BC V1Y 1T9  
p:236.420.3550  
www.bluegreenarchitecture.com

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Seal

2025-06-10

Client

1288384 BC Ltd  
940 Glasgow Place  
Kelowna, BC, V1S 1L2  
Attn: Paul Sangha  
(250) 574.6545  
kamtospape@gmail.com

RECORD OF ISSUES & REVISIONS

NO.	DATE	DESCRIPTION
1	2022-12-22	DEVELOPMENT PERMIT
4	2024-06-05	DEVELOPMENT PERMIT
5	2025-01-15	DEVELOPMENT PERMIT

Project

Lawson Ave.  
Multifamily

MF3R RESIDENTIAL DEV.

1021 LAWSON AVE  
KELOWNA, BC

Sheet Title

SITE PLAN

Job Number

20.781

Date

2025-01-15

Scale

1/8" = 1'-0"

Revision Number

1

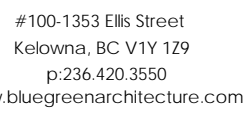
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025-06-10

Client  
288384 BC Ltd  
140 Glasgow Place  
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Attn: Paul Sangha  
(250) 574.6545  
camloops@pines@hotmail.com

RECORD OF ISSUES & REVISIONS

O.	DATE	DESCRIPTION
1	2022 12 22	DEVELOPMENT PERM
4	2024 06 05	DEVELOPMENT PERM
5	2025 01 15	DEVELOPMENT PERM

project

Lawson Ave.  
Multifamily

IF3R RESIDENTIAL DEV.

1021 LAWSON AVE  
KELOWNA, BC

Sheet Title

### WALKWAY / LEVEL 1 FLOOR PLAN

Job Number 20

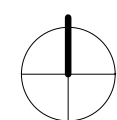
2025 01

scale  $1/8" =$

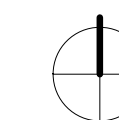
Revision Number

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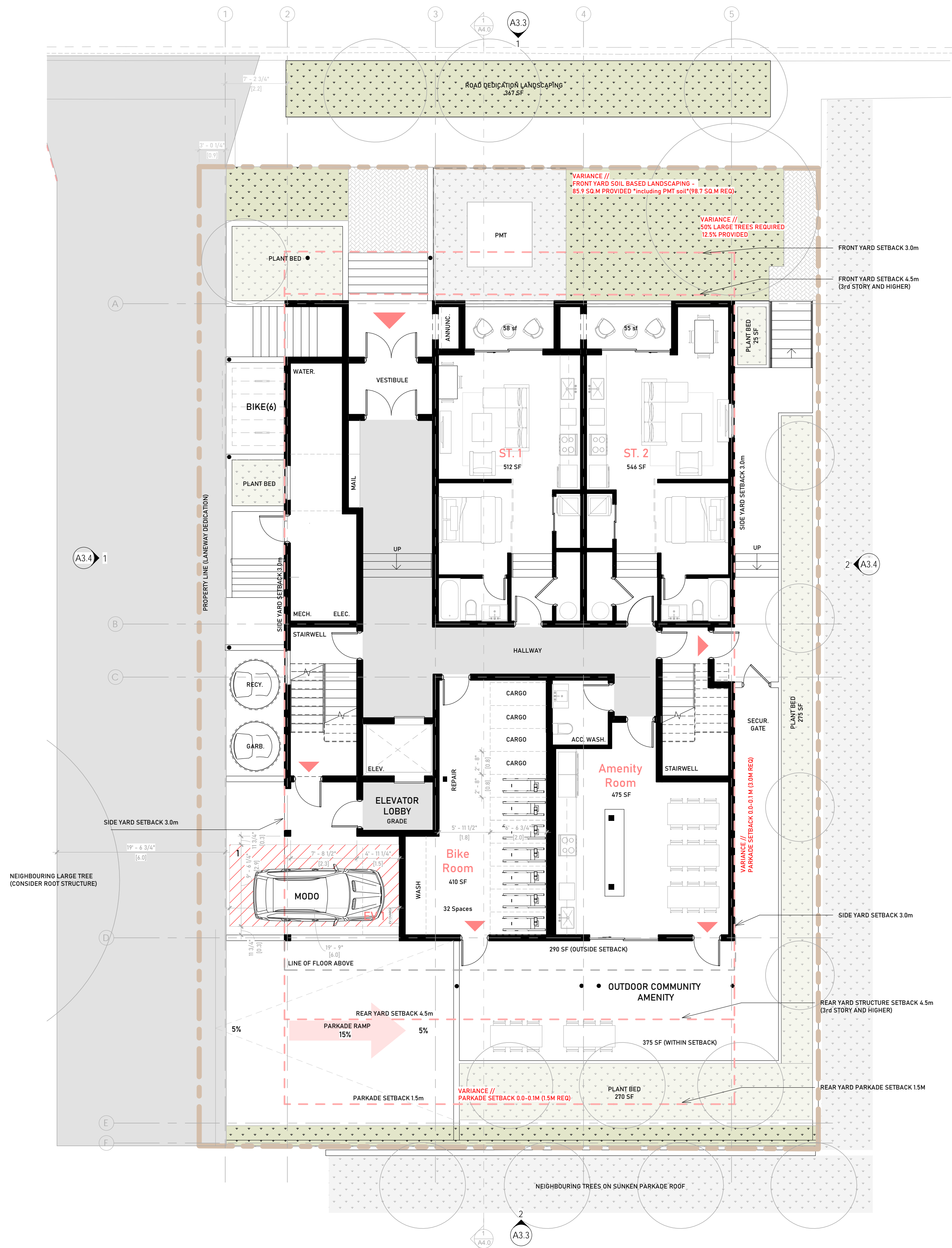
A2.0



① PARKADE ENTRY  
1/8" = 1'-0"



② LEVEL 1 MAIN FLOOR  
1/8" = 1'-0"



## SCHEDULE

A

This forms part of application  
# DP24-0116 DVP24-0117



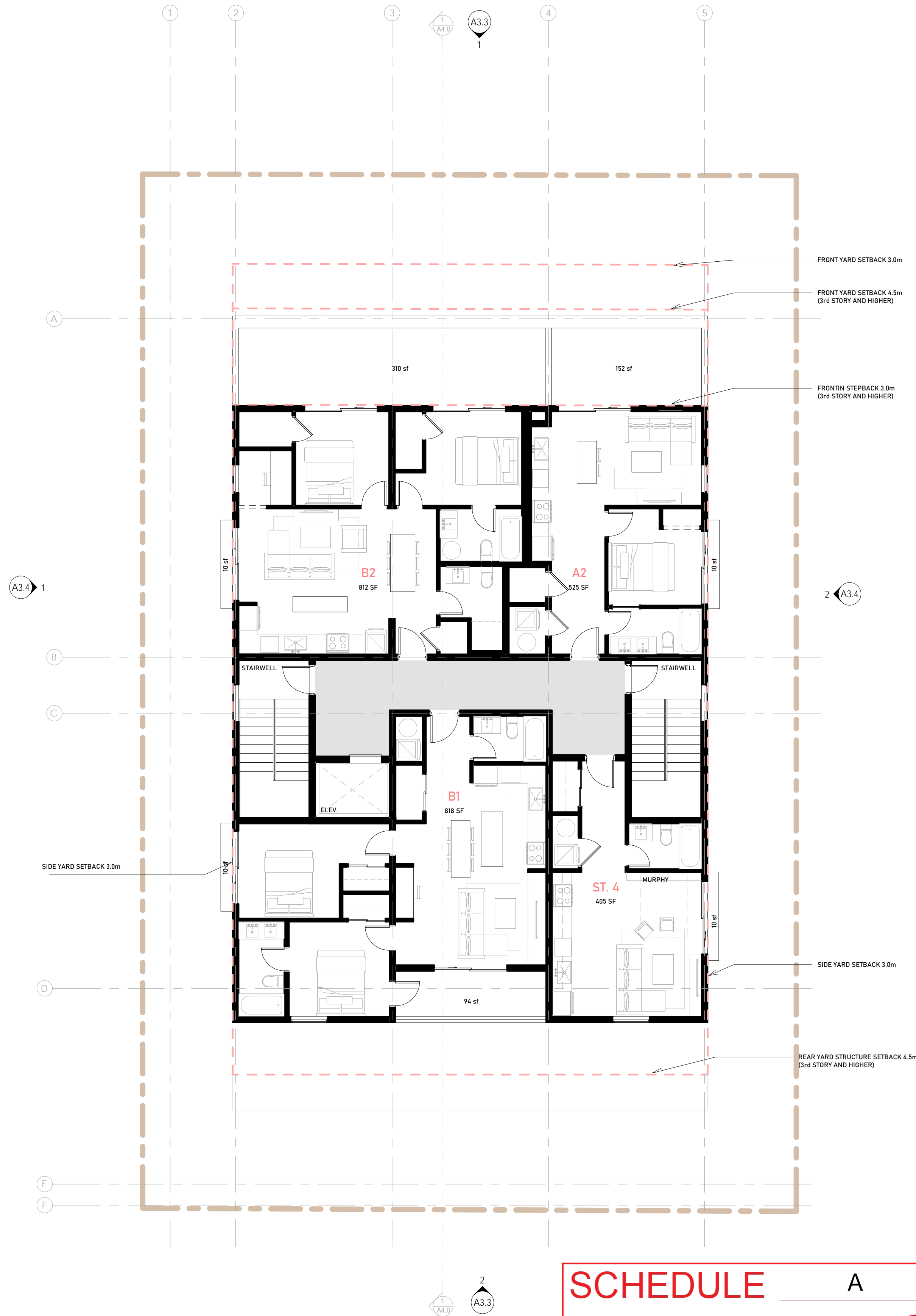
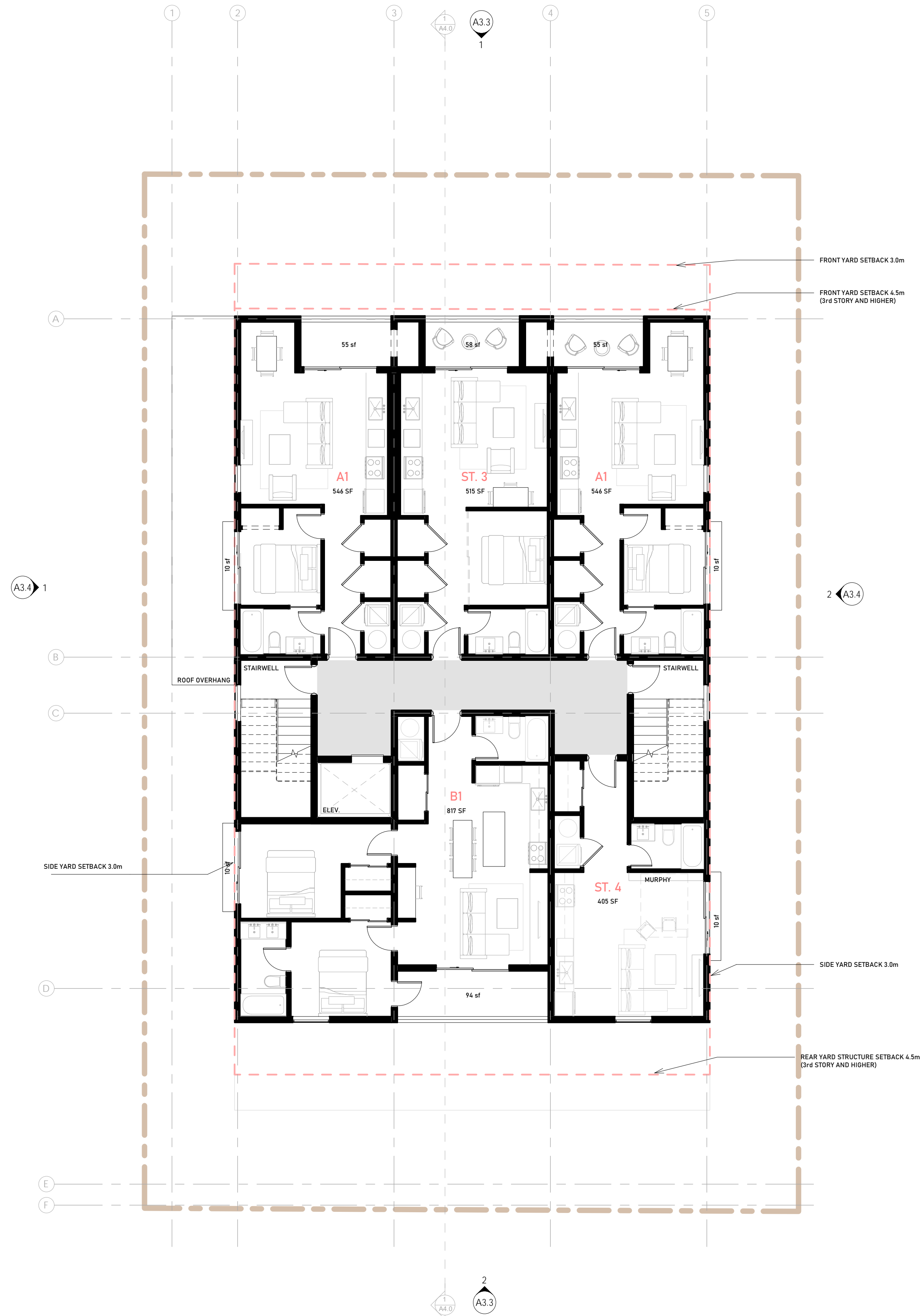
City of Kelowna  
DEVELOPMENT PLANNING

Planner  
Initials

JI



NO.	DATE	DESCRIPTION
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4	2024-06-05	DEVELOPMENT PERMIT
5	2025-01-15	DEVELOPMENT PERMIT



## SCHEDULE A

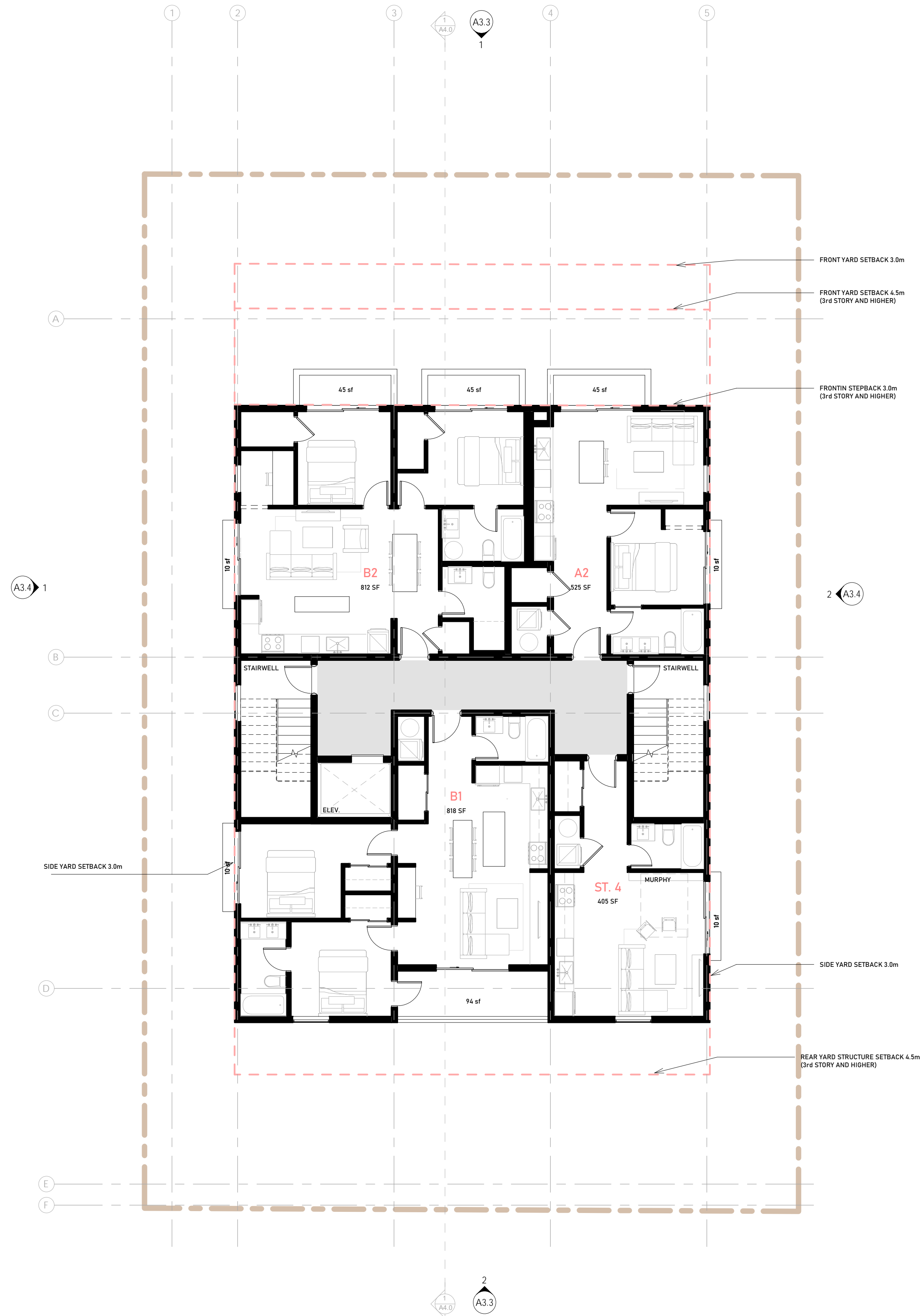
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Initials

JL



NO.	DATE	DESCRIPTION
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4	2024-06-05	DEVELOPMENT PERMIT
5	2025-01-15	DEVELOPMENT PERMIT



LEVEL 4  
1/8" = 1'-0"



LEVEL 5  
1/8" = 1'-0"

SCHEDULE A

This forms part of application  
# DP24-0116 DVP24-0117

Planner  
Initials

JL

City of  
Kelowna  
DEVELOPMENT PLANNING







#100-1353 Elm Street  
Kelowna, BC V1Y 1T9  
p:236.420.3550  
www.bluegreenarchitecture.com

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Seal



2025-06-10

Client  
1288384 BC Ltd  
940 Glasgow Place  
Kelowna, BC, V1S 1L2  
Attn: Paul Sangha  
(250) 574.6545  
kambhampaspa@gmail.com

RECORD OF ISSUES & REVISIONS

NO.	DATE	DESCRIPTION
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5	2025-01-15	DEVELOPMENT PERMIT

Project

Lawson Ave.  
Multifamily

MF3R RESIDENTIAL DEV.

1021 LAWSON AVE  
KELOWNA, BC

Sheet Title

LEVEL 6

Job Number

20.781

Date

2025-01-15

Scale

1/8" = 1'-0"

Revision Number

1

Drawing Number

A23



LEVEL 6  
1/8" = 1'-0"

Roof Occupancy Limit to be put into place, allowing for a larger area of amenity space on the roof with a single exit

NO.	DATE	DESCRIPTION
1	2022-12-22	DEVELOPMENT PERMIT
4	2024-06-05	DEVELOPMENT PERMIT
5	2025-01-15	DEVELOPMENT PERMIT

## SCHEDULE A

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# DP24-0116 DVP24-0117

Planner  
Initials

JL



NO.	DATE	DESCRIPTION
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5	2025-01-15	DEVELOPMENT PERMIT

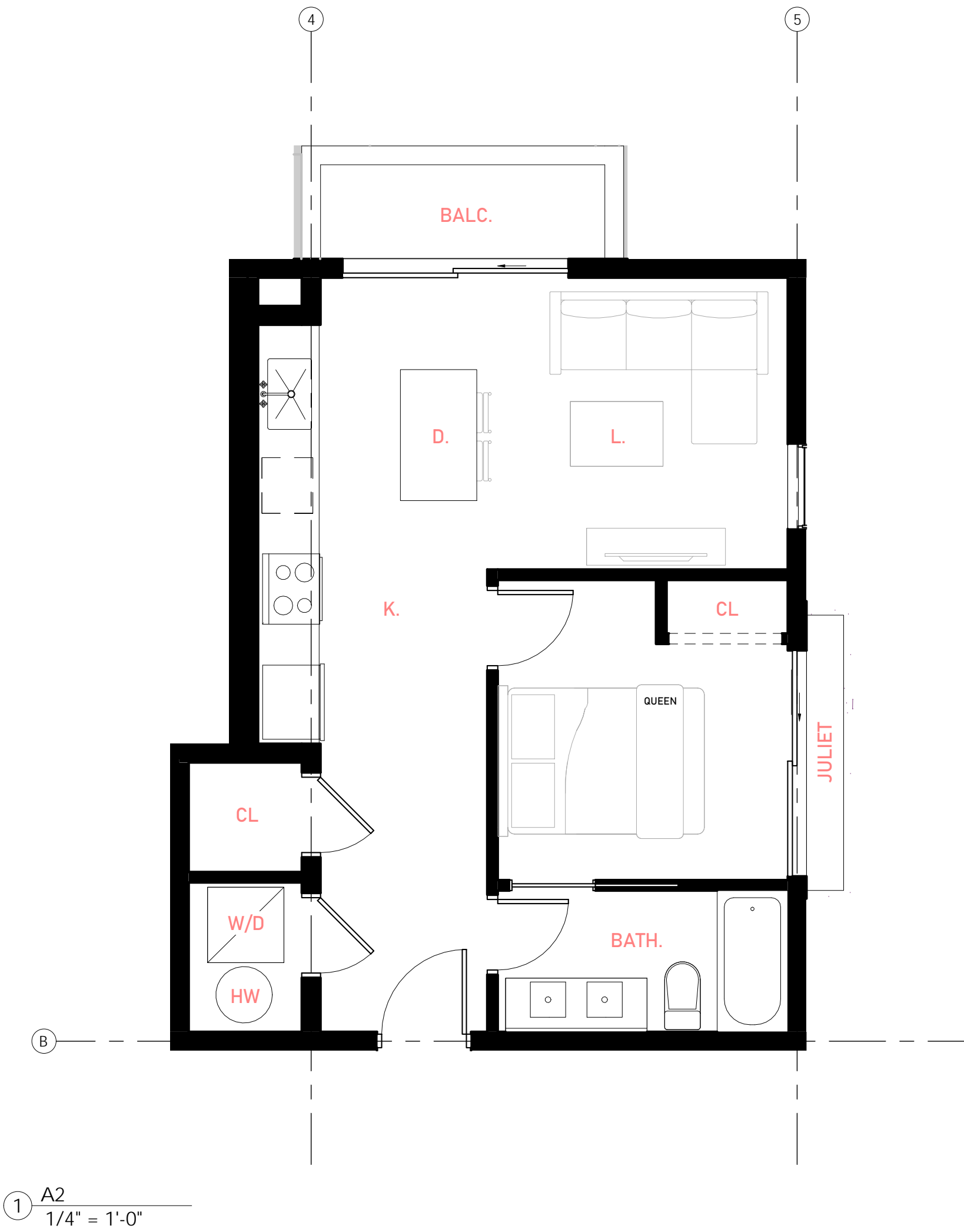
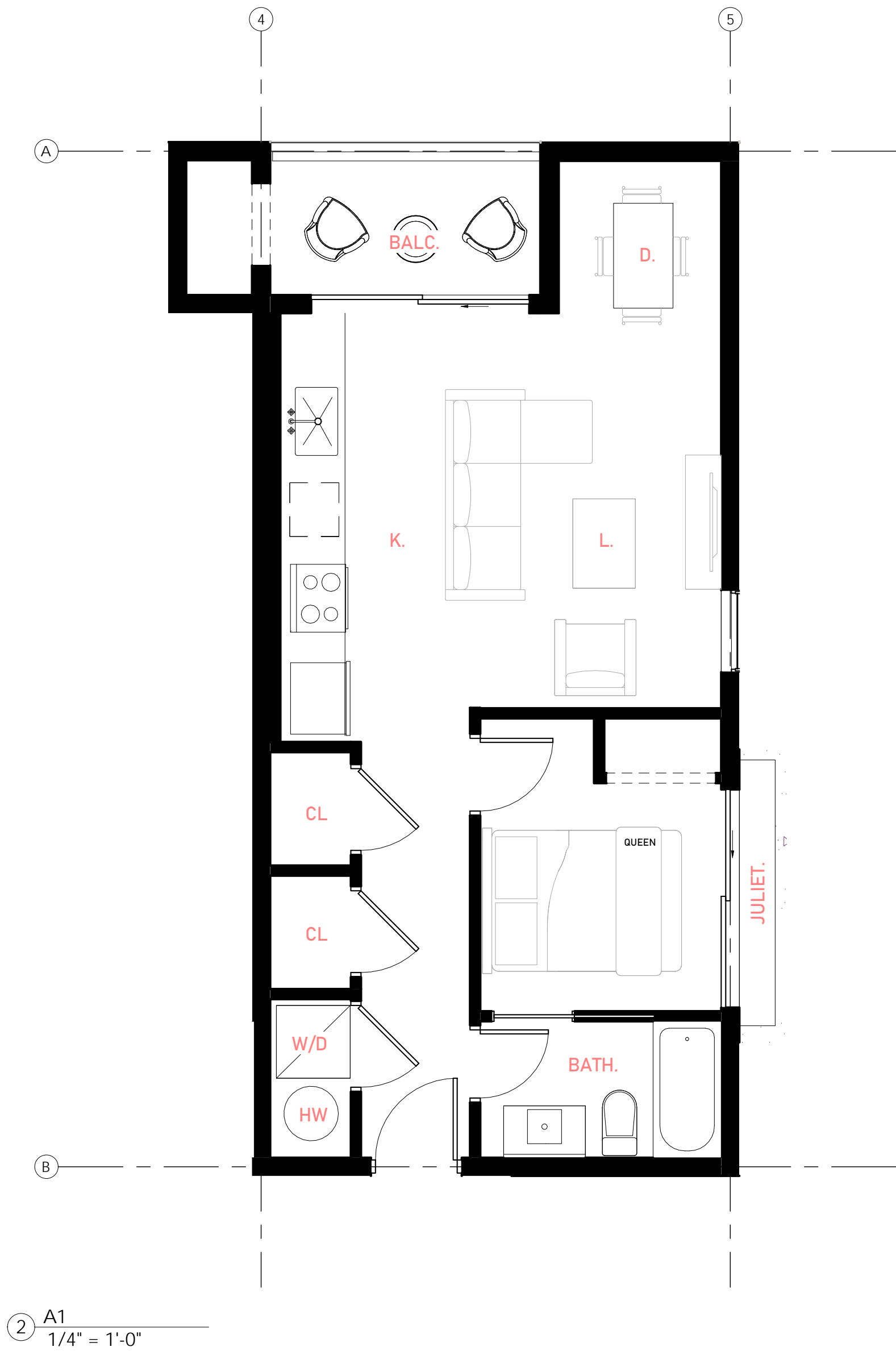
## SCHEDULE A

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# DP24-0116 DVP24-0117

Planner  
Initials

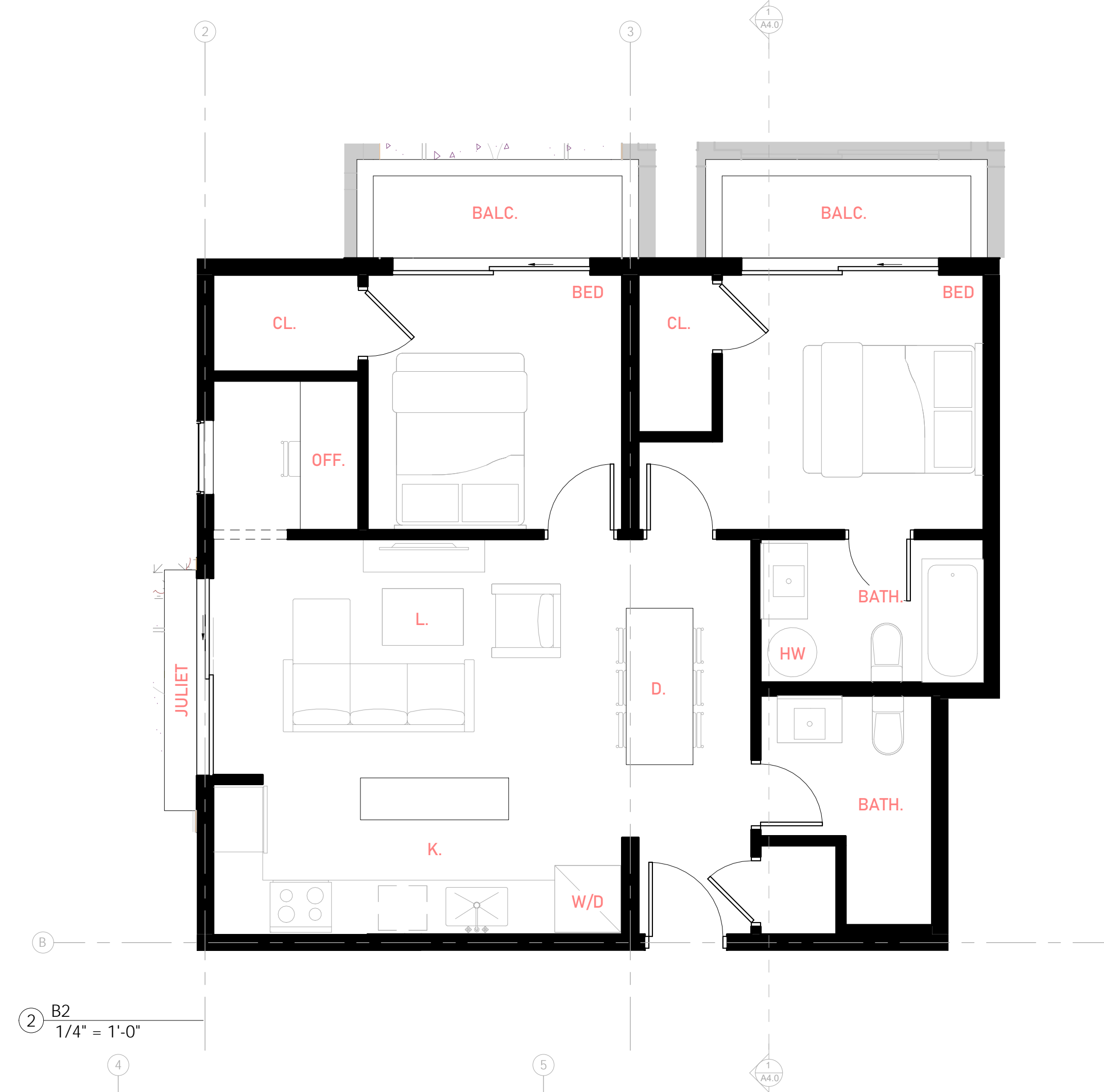
Jl







1 B1  
1/4" = 1'-0"



2 B2  
1/4" = 1'-0"



3 B3  
1/4" = 1'-0"

## SCHEDULE

This forms part of application  
# DP24-0116 DVP24-0117

Planner Initials JI

## A



City of  
**Kelowna**  
DEVELOPMENT PLANNING



#100-1353 Elm Street  
Kelowna, BC V1Y 1T9  
p:236.420.3550  
www.bluegreenarchitecture.com

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2025-06-10

Client

1288384 BC Ltd  
940 Glasgow Place  
Kelowna, BC, V1S 1L2  
Attn: Paul Sangha  
(250) 574.6545  
kambosapaul@gmail.com

RECORD OF ISSUES & REVISIONS		
NO.	DATE	DESCRIPTION
3	2023-06-12	TOP AMENDMENT
4	2024-06-05	DEVELOPMENT PERMIT
6	2025-02-25	TOP REVISIONS

Project

Lawson Ave.  
Multifamily

MF3R RESIDENTIAL DEV.

1021 LAWSON AVE  
KELOWNA, BC

Sheet Title

ENLARGED SUITE PLANS  
- 2-BEDROOM

Job Number	20.781
Date	2025-01-15
Scale	1/4" = 1'-0"
Revision Number	1
Drawing Number	

A3.2

2025-06-10 1:45:48 PM



ELEVATION LEGEND:

- 1 ARCHITECTURALLY EXPOSED CONCRETE  
TYPE: MEDIUM DENSITY FORM FINISH  
COLOUR: NATURAL CONC.
- 2 MAC PANEL SIDING  
TYPE: NORWOOD/NORWOOD MINI  
COLOUR: BLACK WALNUT
- 3 METAL PANELS  
DARK GRAY
- 4 METAL FLASHING  
DARK GRAY
- 5 STUCCO  
TYPE: FINE SAND FINISH  
COLOUR: CREAM WHITE
- 6 POWDER COATED METAL PERFORATED BALCONY  
COPPER COLOUR  
STATECRAFT SUPPLIER
- 7 ALUMINUM (PRE-FINISHED) + FASCIA MOUNTED PIPE RAILING  
COPPER COLOUR
- 8 WOOD ACCENT/AWNING MOUNT
- 9 METAL CLAD VINYL WINDOWS  
TYPE: EUROCLAD ALUM. HYBRID, DUAL PANE, LOW E.  
COLOUR: DARK GREY OR BLACK
- 10 METAL CLAD SLIDING DOORS (8') - 3 PANEL  
TYPE: EUROCLAD ALUM. HYBRID, DUAL PANE, LOW E.  
COLOUR: DARK GREY/COPPER
- 11 NON-COMBUSTIBLE WOODGRAIN SOFFIT  
COLOUR: NATURAL FAWN  
MANUFACTURE LUX, 4" V-GROOVE
- 12 TIMBER TRELLIS  
WOOD STRUCTURE
- 13 METAL COLUMNS  
DARK GRAY



1 NORTH ELEVATION (STREETFRONT)  
1/8" = 1'-0"



2 SOUTH ELEVATION  
1/8" = 1'-0"

**SCHEDULE B**

This forms part of application  
# DP24-0116 DVP24-0117

Planner Initials **JI**

City of Kelowna  
DEVELOPMENT PLANNING

**BLUEGREEN**

#100-1353 Elm Street  
Kelowna, BC V1Y 1Z9  
p:236.420.3550  
www.bluegreenarchitecture.com

REISSUED FOR DP (REVISIONS)

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Seal

REGISTERED ARCHITECT  
BRITISH COLUMBIA  
2025-06-10

Client:  
1288384 BC Ltd  
940 Glasgow Place  
Kelowna, BC, V1S 1L2  
Attn: Paul Sangha  
(250) 574.6545  
kamtospapaper@hotmail.com

RECORD OF ISSUES & REVISIONS

NO.	DATE	DESCRIPTION
3	2023 06 13	TOP AMENDMENT
4	2024 06 05	DEVELOPMENT PERMIT
6	2025 02 25	TOP REVISIONS

Project

Lawson Ave.  
Multifamily

MF3R RESIDENTIAL DEV.

1021 LAWSON AVE  
KELOWNA, BC

Sheet Title  
BUILDING ELEVATIONS

Job Number 20.781

Date 2025 01 15

Scale As indicated

Revision Number 1

Drawing Number

A33

2025-06-10 14:54 PM



ELEVATION LEGEND:	
1	ARCHITECTURALLY EXPOSED CONCRETE TYPE: MEDIUM DENSITY FORM FINISH COLOUR: NATURAL CONC.
2	MAC PANEL SIDING TYPE: NORWOOD/NORWOOD MINI COLOUR - BLACK WALNUT
3	METAL PANELS DARK GRAY
4	METAL FLASHING DARK GRAY
5	STUCCO TYPE - FINE SAND FINISH COLOUR: CREAM WHITE
6	POWDER COATED METAL PERFORATED BALCONY COPPER COLOUR STATECRAFT SUPPLIER
7	ALUMINUM (PRE-FINISHED) - FASCIA MOUNTED PIPE RAILING COPPER COLOUR
8	WOOD ACCENT/AWNING MOUNT
9	METAL CLAD VINYL WINDOWS TYPE: EUROCLAD ALUM. HYBRID, DUAL PANE, LOW E. COLOUR: DARK GREY OR BLACK
10	METAL CLAD SLIDING DOORS (8' - 3 PANEL) TYPE: EUROCLAD ALUM. HYBRID, DUAL PANE, LOW E. COLOUR: DARK GREY/COPPER
11	NON-COMBUSTIBLE WOODGRAIN SOFFIT COLOUR: NATURAL PAWN MANUF/STYLE: LUX, 4" V-GROOVE
12	TIMBER TRELLIS WOOD STRUCTURE
13	METAL COLUMNS DARK GRAY



① WEST ELEVATION  
1/8" = 1'-0"



② EAST ELEVATION  
1/8" = 1'-0"

## SCHEDULE

B

This forms part of application  
# DP24-0116 DVP24-0117

Planner  
Initials **JI**



#100-1353 Ely Street  
Kelowna, BC V1Y 1T9  
p:236.420.3550  
www.bluegreenarchitecture.com

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(REVISIONS)

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Seal



2025-06-10

Client  
1288384 BC Ltd  
940 Glasgow Place  
Kelowna, BC, V1S 1L2  
Attn: Paul Sangha  
(250) 574.6545  
kambhampati@hotmail.com

### RECORD OF ISSUES & REVISIONS

NO.	DATE	DESCRIPTION
1	2022-12-22	DEVELOPMENT PERMIT
4	2024-06-05	DEVELOPMENT PERMIT
5	2025-01-15	DEVELOPMENT PERMIT

### Project

Lawson Ave.  
Multifamily

MF3R RESIDENTIAL DEV.

1021 LAWSON AVE  
KELOWNA, BC

### Sheet Title

BUILDING ELEVATIONS

Job Number 20.781

Date 2025 01 15

Scale As Indicated

Revision Number 1

Drawing Number

A3.4

2025-06-10 14:02 PM





#100-1353 Elm Street  
Kelowna, BC V1Y 1T9  
p:236.420.3550  
www.bluegreenarchitecture.com

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Seal



2025-06-10

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Kelowna, BC, V1S 1L2  
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NO.	DATE	DESCRIPTION
1	2022-12-22	DEVELOPMENT PERMIT
4	2024-06-05	DEVELOPMENT PERMIT
5	2025-01-15	DEVELOPMENT PERMIT

Project

Lawson Ave.  
Multifamily

MF3R RESIDENTIAL DEV.

1021 LAWSON AVE  
KELOWNA, BC

Sheet Title

MATERIAL PALETTE

Job Number 20.781

Date 2025 01 15

Scale As indicated

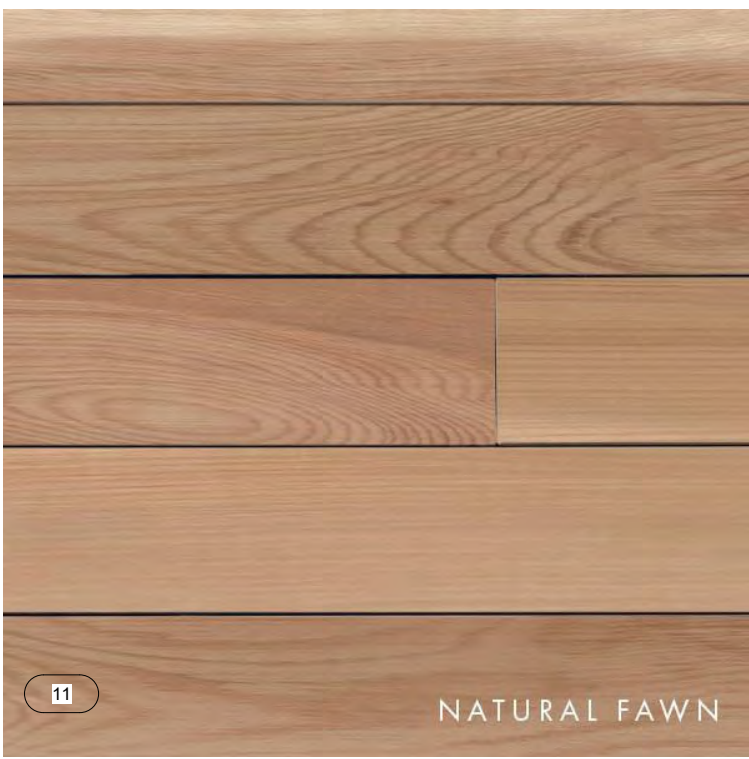
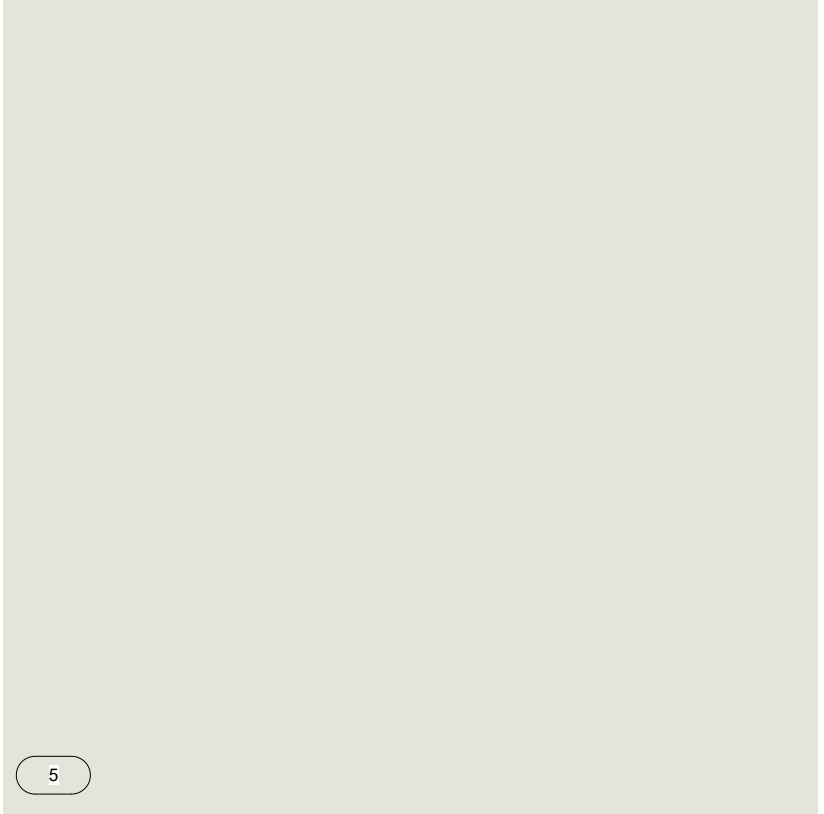
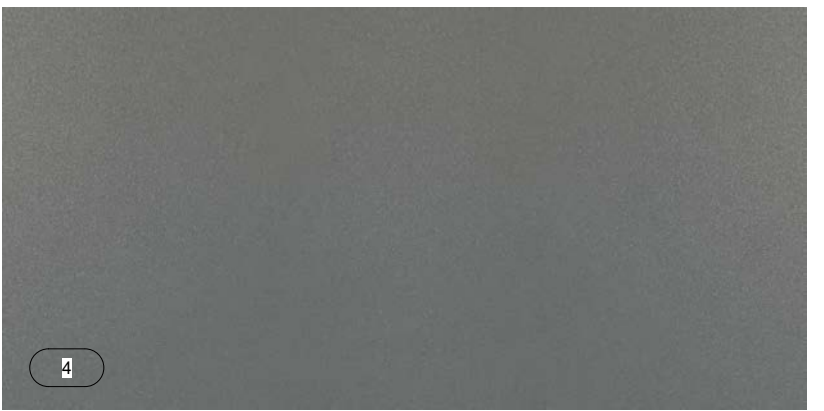
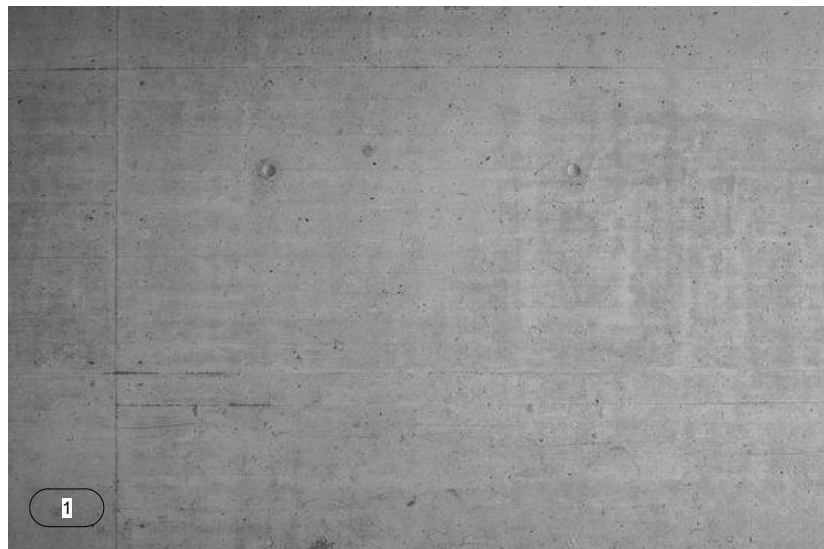
Revision Number 1

Drawing Number

A35

ELEVATION LEGEND:

- 1 ARCHITECTURALLY EXPOSED CONCRETE  
TYPE: MEDIUM DENSITY FORM FINISH  
COLOUR: NATURAL CONC.
- 2 MAC PANEL SIDING  
TYPE - NORWOOD/NORWOOD MINI  
COLOUR - BLACK WALNUT
- 3 METAL PANELS  
DARK GRAY
- 4 METAL FLASHING  
DARK GRAY
- 5 STUCCO  
TYPE - FINE SAND FINISH  
COLOUR: CREAM WHITE
- 6 POWDER COATED METAL PERFORATED BALCONY  
COPPER COLOUR  
STATECRAFT SUPPLIER
- 7 ALUMINUM (PRE-FINISHED) + FASCIA MOUNTED PIPE RAILING  
COPPER COLOUR
- 8 WOOD ACCENT/AWNING MOUNT
- 9 METAL CLAD VINYL WINDOWS  
TYPE: EUROCLAD ALUM. HYBRID, DUAL PANE, LOW E.  
COLOUR: DARK GREY OR BLACK
- 10 METAL CLAD SLIDING DOORS (8) - 3 PANEL  
TYPE: EUROCLAD ALUM. HYBRID, DUAL PANE, LOW E.  
COLOUR: DARK GREY/COPPER
- 11 NON-COMBUSTIBLE WOODGRAIN SOFFIT  
COLOUR: NATURAL FAWN  
MANUFACTURE: LUX 4" V-GROOVE
- 12 TIMBER TRELLIS  
WOOD STRUCTURE
- 13 METAL COLUMNS  
DARK GRAY





NO.	DATE	DESCRIPTION
1	2022-12-22	DEVELOPMENT PERMIT
4	2024-06-05	DEVELOPMENT PERMIT
5	2025-01-15	DEVELOPMENT PERMIT

## SCHEDULE

B

This forms part of application

# DP24-0116 DVP24-0117

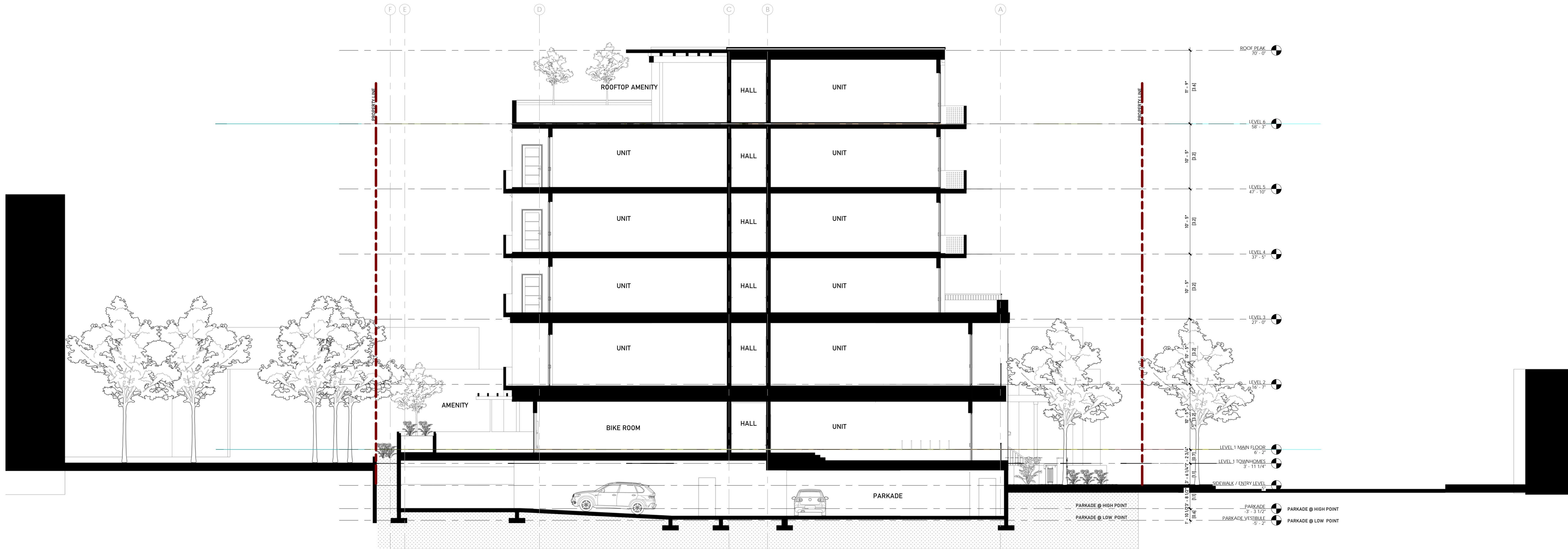
Planner  
Initials

Jl



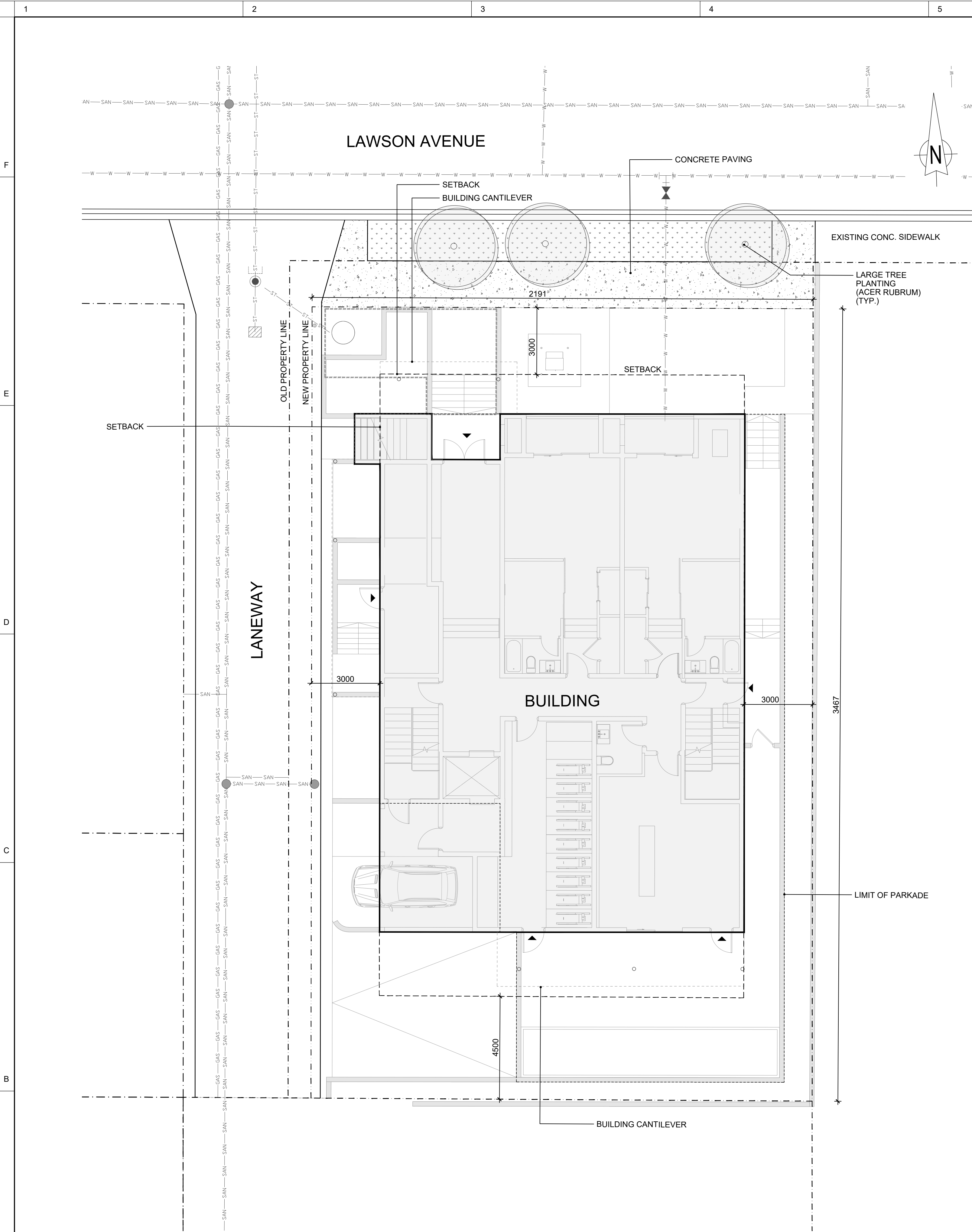
City of

Kelowna  
DEVELOPMENT PLANNING



1 BUILDING SECTION - N/S  
1/8" = 1'-0"





NOTES

- 1. ALL PLANTING SHOULD CONFORM TO THE BC LANDSCAPE STANDARDS, CURRENT EDITION, FOR MINIMUM PLANT AND INSTALLATION SPECIFICATIONS.
- 2. ALL REQUIRED LANDSCAPE AREAS AND INSTALLATIONS INCLUDING IRRIGATION REQUIREMENTS SHALL MEET OR EXCEED THE CANADIAN LANDSCAPE STANDARD (CLS) AS JOINTLY PUBLISHED BY THE CANADIAN SOCIETY OF LANDSCAPE ARCHITECTS AND THE CANADIAN NURSERY LANDSCAPE ASSOCIATION.
- 3. ALL REQUIRED LANDSCAPE AREAS AND INSTALLATIONS SHALL BE REGULARLY MAINTAINED BY PROPERTY OWNERS TO MEET OR EXCEED THE CANADIAN LANDSCAPE STANDARD.
  - (A) THE LANDSCAPE MAINTENANCE REQUIREMENTS SHALL ADDRESS/PROVIDE FOR THE FOLLOWING ITEMS REGARDING PLANT MATERIAL: WATERING, MULCHING, PRUNING, FERTILIZING, LIMING AND TREE SUPPORT AS WELL AS WEED, PEST, AND DISEASE CONTROL.
  - (B) THE LANDSCAPE MAINTENANCE REQUIREMENTS SHALL ADDRESS/PROVIDE FOR THE FOLLOWING ITEMS REGRADING LAWNS AND GRASS AREAS: WATERING, FERTILIZING, LIMING, MOWING, TRIMMING, EDGING, AERATION AND REPAIRS (REGRADING, RESEEDING OR RESODDING) AS WELL AS WEED, INSECT, AND DISEASE CONTROL.
  - (C) THE EXECUTION OF THE ABOVE-MENTIONED LANDSCAPE MAINTENANCE REQUIREMENTS SHALL TAKE PLACE ON A REGULAR BASIS AS TO ENSURE A HEALTHY, NEAT, AND ORDERLY APPEARANCE THROUGHOUT THE YEAR.
- 4. ALL DECIDUOUS TREES SHALL HAVE A MINIMUM CLEAR STEM HEIGHT OF 1.5 M.
- 5. ALL LANDSCAPE AREAS SHALL BE WATERED BY A FULLY AUTOMATIC IRRIGATION SYSTEM. NO RUN-OFF ONTO SIDEWALKS, STREETS, OR PARKING AREAS SHALL BE PERMITTED.

GENERAL LEGEND

- EXISTING PROPERTY LINE
- SETBACK
- ROW / UTILITY CORRIDOR
- NEW PROPERTY LINE
- BASEMENT LINE
- BUILDING ENTRANCE

PAVING LEGEND

- IMPERVIOUS PAVING (CONCRETE/ASPHALT)
- GRAVEL PAVING
- ARTIFICIAL TURF
- WOODEN DECKING
- LIVE ROOF
- PERVIOUS PAVING (PAVING STONE)
- PEDESTAL PAVING
- PLAYGROUND SURFACING
- SOIL CELLS

PLANTING LEGEND

- SHRUB PLANTINGS
- PERENNIAL, GROUND COVER & SEASONAL PLANTINGS
- GRASS PLANTING
- MULCH

UTILITIES LEGEND

- ELECTRICAL LINE
- WATER LINE
- GAS LINE
- STORM LINE
- SANITARY LINE
- IRRIGATION LINE
- STORM MANHOLE / CATCH BASIN
- STORM PIPE CAP
- LIGHT POLE
- WATER METER
- UTILITIES BOX
- HYDRANT
- STORM CATCH BASIN
- VALVE
- SANITARY MANHOLE / CATCH BASIN
- SANITARY PIPE CAP

FURNITURE LEGEND

- PEDESTRIAN SIGNAGE
- IDENTIFICATION SIGN
- PERGOLA
- PLANTER BOX
- FIXED BENCH
- STOP SIGNAGE
- FIXED GARBAGE CAN
- MAILBOXES
- WASTE AND RECYCLING MOLOKS
- BIKE RACK

FENCES & WALLS LEGEND

- SOLID WOOD CEDAR FENCE 2.0M
- WALL
- SOLID WOOD CEDAR FENCE 1.2M

OFFSITE PLANTING LIST

BOTANICAL NAME	COMMON NAME	QTY	SIZE (S/H & CALIPER)
TREES			
<i>Acer rubrum</i> "bowhall"	BOWHALL RED MAPLE	3	6cm CAL.

\*PLANT QUANTITIES ESTIMATED ONLY. NOT FOR PRICING\*

# SCHEDULE C

This forms part of application  
# DP24-0116 DVP24-0117

Planner Initials

JL

City of Kelowna

DEVELOPMENT PLANNING

CLIENT

1288384 BC Ltd  
940 Glasgow Place  
Kamloops, BC, V1S 1L2  
Attn: Paul Sangha  
(250) 574.6545  
Kamloopsalpine@hotmail.com

CONSULTANT

**GEORGE HARRIS COLLABORATIVE INC.**  
Landscape Architecture  
/Urban Design

03	22.05.31	DEVELOPMENT PERMIT	LA	MA	SM
04	22.12.20	DEVELOPMENT PERMIT	LA	MA	SM
05	23.02.09	DEVELOPMENT PERMIT	LA	MA	SM
06	23.06.01	DEVELOPMENT PERMIT	LA	MA	SM
07	23.12.04	DEVELOPMENT PERMIT	LA	MA	SM
08	24.05.17	DEVELOPMENT PERMIT	LA	MA	SM
09	25.01.09	ISSUED FOR DP	LA	MA	SM
REV	DATE	ISSUED FOR	DRAWN	CHECK	DESIGN
PROJECT					
1021 LAWSON AVENUE, KELOWNA, BC					
DISCIPLINE					
LANDSCAPE					
SHEET TYPE					
LANDSCAPE MASTERPLANS					
SHEET TITLE					
OFFSITE PLAN					
SCALE	PROJECT NO.	SHEET NO.	REV		
1:100	24-032K	MODEL	09		

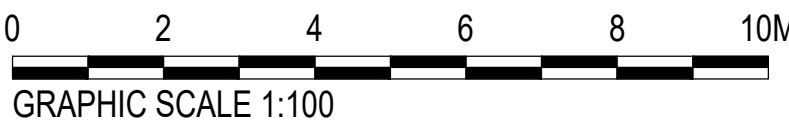
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SCANNING SCALE

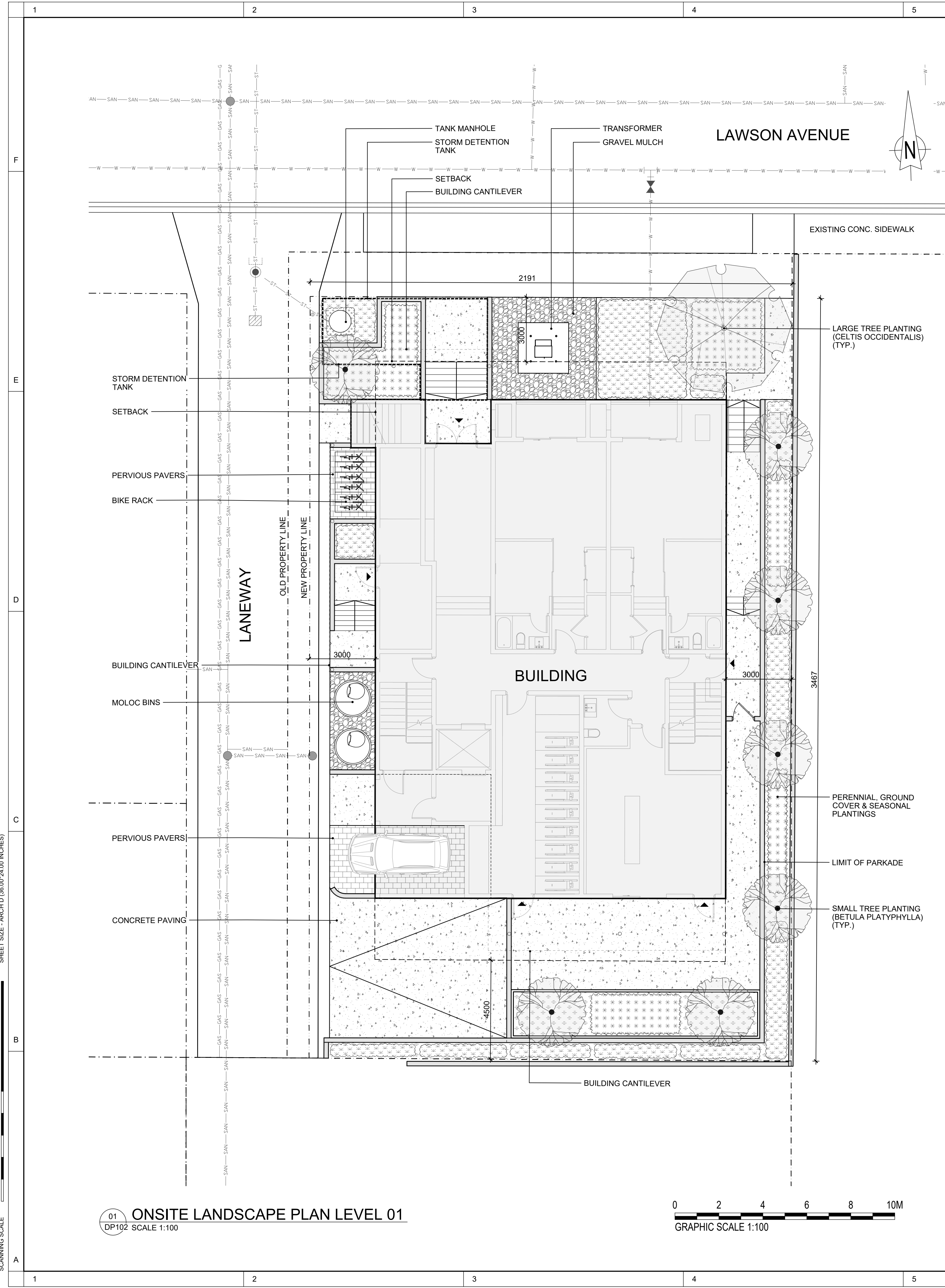
10mm

50mm

01 OFFSITE LANDSCAPE PLAN  
DP101 SCALE 1:100







ZONING BYLAW 12375 LANDSCAPE SUMMARY

Landscaping Standards (7.2)	MF3r	Proposed
	Front-yard Setback: 3.0m Rear-yard Setback: 3.0m Front-yard setback Length: 21.944 (for number of trees) Rear-yard setback Length: 21.944 (for number of trees) Flanking side-yard setback Length: 34.75 (for number of trees)	Setback Area: 3.0m x 21.944m = 65.83 sq.m 3.0m x 21.944m = 65.83 sq.m Total Area = 131.66 sq.m Transformers & Driveways Area: 34.22 sq.m Landscape Area: 131.66-34.22= 97.44 sq.m
Min. tree amount	8 (based on front, rear and east side setbacks)	8
Min. deciduous tree caliper	L: 5cm M: 4cm S: 3cm	L: 5cm M: N/A S: 3cm
Min. coniferous tree height	250cm	N/A
Min. ratio between tree size	L: 50% minimum (min.) M: no min. or max. S: 25% maximum (max.)	L: 10% M: N/A S: 90%
Min. minimum growing medium area (organic surface area)	75% soil-based landscaping (organic surface area)	Organic Surface within Front and Rear Landscape Area: 98 sq.m Organic surface percentage 98 sq.m / 160 sq.m = 61% soil-based landscaping (organic root possible zone)
Min. growing medium volumes per tree	Required: L: 1 x 30 cu.m single = 30 cu.m S: 1 x 15 cu.m single = 15 cu.m S: 2x 12 cu.m pair = 24 cu.m S: 4x 10 cu.m shared = 40 cu.m  Total Required: 109 cu.m	Provided : L: 1 x 30 cu.m single = 33.40 cu.m S: 1 x 15 cu.m single = 14.3 cu.m S: 2x 12 cu.m pair = 22.25 cu.m S: 4x 10 cu.m shared = 51.10 cu.m  Total Provided: 121.05 cu.m
Landscape graded area (7.2.7)	Max. 1:3 (33%) lawn areas, Max. 1:2 (50%) planting areas, Min. 1:50 (2%) cross slopes	Max. 1:3 (33%) lawn areas, Max. 1:2 (50%) planting areas, Min. 1:50 (2%) cross slopes
Fence Height	2.0m	2.0m
Riparian management area?	N	y/n
Retention of existing trees on site?	N	y/n
Surface parking lot (7.2.10)?	Y	N
Refuse & recycle bins screened?	Y	y/n

NOTES

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  - THE EXECUTION OF THE ABOVE-MENTIONED LANDSCAPE MAINTENANCE REQUIREMENTS SHALL TAKE PLACE ON A REGULAR BASIS AS TO ENSURE A HEALTHY, NEAT, AND ORDERLY APPEARANCE THROUGHOUT THE YEAR.
- ALL DECIDUOUS TREES SHALL HAVE A MINIMUM CLEAR STEM HEIGHT OF 1.5 M.
- ALL LANDSCAPE AREAS SHALL BE WATERED BY A FULLY AUTOMATIC IRRIGATION SYSTEM. NO RUN-OFF ONTO SIDEWALKS, STREETS, OR PARKING AREAS SHALL BE PERMITTED.

ONSITE PLANTING LIST

BOTANICAL NAME	COMMON NAME	QTY	SIZE (S/H & CALIPER)
TREES			
<i>Betula platyphylla</i> 'fargo'	DAKOTA PINNACLE BIRCH	7	3cm CAL.
<i>Celtis occidentalis</i>	COMMON HACKBERRY	1	5cm CAL.
SHRUBS			
<i>Hydrangea serrata</i> 'tuff stuff ah-ha'	REBLOOMING MOUNTAIN HYDRANGEA	10	#02 CONT. /1.5M O.C. SPACING
<i>Juniperus virginiana</i> 'blue arrow'	BLUE ARROW JUNIPER	18	MIN. 1.5m HT./1.2M O.C. SPACING
<i>Picea abies</i> 'niddiformis'	NEST SPRUCE	4	#02 CONT. /2.0M O.C. SPACING
<i>Spiraea bumalda</i> 'anthony waterer'	ANTHONY WATERER SPIREA	10	#02 CONT. /1.5M O.C. SPACING
PERENNIALS, GRASSES & VINES			
<i>Athyrium filix-femina</i>	LADY FERN	12	#01 CONT. /1.2M O.C. SPACING
<i>Calamagrostis acutiflora</i> 'karl foerster'	FOERSTER'S FEATHER REED GRASS	12	#01 CONT. /1.2M O.C. SPACING
<i>Coreopsis verticillata</i> 'moonbeam'	MOONBEAM THREADLEAF TICKSEED	8	#01 CONT. /1.0M O.C. SPACING
<i>Eupatorium dubium</i> 'little joe'	LITTLE JOE DWARF JOE PYE	8	#01 CONT. /1.8M O.C. SPACING
<i>Lavandula angustifolia</i> 'hidcote'	HIDCOTE ENGLISH LAVENDER	12	#01 CONT. /1.0M O.C. SPACING
<i>Schizachyrium scoparium</i> 'the blues'	LITTLE BLUESTEM	8	#01 CONT. /1.5M O.C. SPACING

GENERAL LEGEND

EXISTING PROPERTY LINE	NEW PROPERTY LINE
SETBACK	BASEMENT LINE
ROW / UTILITY CORRIDOR	BUILDING ENTRANCE

PAVING LEGEND

IMPERVIOUS PAVING (CONCRETE/ASPHALT)	PERVIOUS PAVING (PAVING STONE)
GRAVEL PAVING	PEDESTAL PAVING
ARTIFICIAL TURF	PLAYGROUND SURFACING
WOODEN DECKING	SOIL CELLS
LIVE ROOF	

PLANTING LEGEND

SHRUB PLANTINGS	PERENNIAL, GROUND COVER & SEASONAL PLANTINGS
GRASS PLANTING	MULCH

UTILITIES LEGEND

ELECTRICAL LINE	LIGHT POLE
WATER LINE	WATER METER
GAS LINE	UTILITIES BOX
STORM LINE	HYDRANT
SANITARY LINE	STORM CATCH BASIN
IRRIGATION LINE	VALVE
STORM MANHOLE / CATCH BASIN	SANITARY MANHOLE / CATCH BASIN
STORM PIPE CAP	SANITARY PIPE CAP

FURNITURE LEGEND

PEDESTRIAN SIGNAGE	STOP SIGNAGE
IDENTIFICATION SIGN	FIXED GARBAGE CAN
PERGOLA	MAILBOXES
PLANTER BOX	WASTE AND RECYCLING MOLOKS
FIXED BENCH	BIKE RACK

FENCES & WALLS LEGEND

SOLID WOOD CEDAR FENCE 2.0M	SOLID WOOD CEDAR FENCE 1.2M
WALL	

SCHEDULE

This forms part of application  
# DP24-0116 DVP24-0117

Planner Initials 

JL

City of Kelowna  
DEVELOPMENT PLANNING

CLIENT

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BRITISH COLUMBIA SOCIETY OF  
REGISTERED  
MEMBER  
GEORGE D. HARRIS  
432  
LANDSCAPE ARCHITECTS

03	22.05.31	DEVELOPMENT PERMIT	LA	MA	SM
04	22.12.20	DEVELOPMENT PERMIT	LA	MA	SM
05	23.02.09	DEVELOPMENT PERMIT	LA	MA	SM
06	23.06.01	DEVELOPMENT PERMIT	LA	MA	SM
07	23.12.04	DEVELOPMENT PERMIT	LA	MA	SM
08	24.05.17	DEVELOPMENT PERMIT	LA	MA	SM
09	25.01.09	ISSUED FOR DP	LA	MA	SM
REV	DATE	ISSUED FOR	DRAWN	CHECK	DESIGN

PROJECT  
1021 LAWSON AVENUE,  
KELOWNA, BC

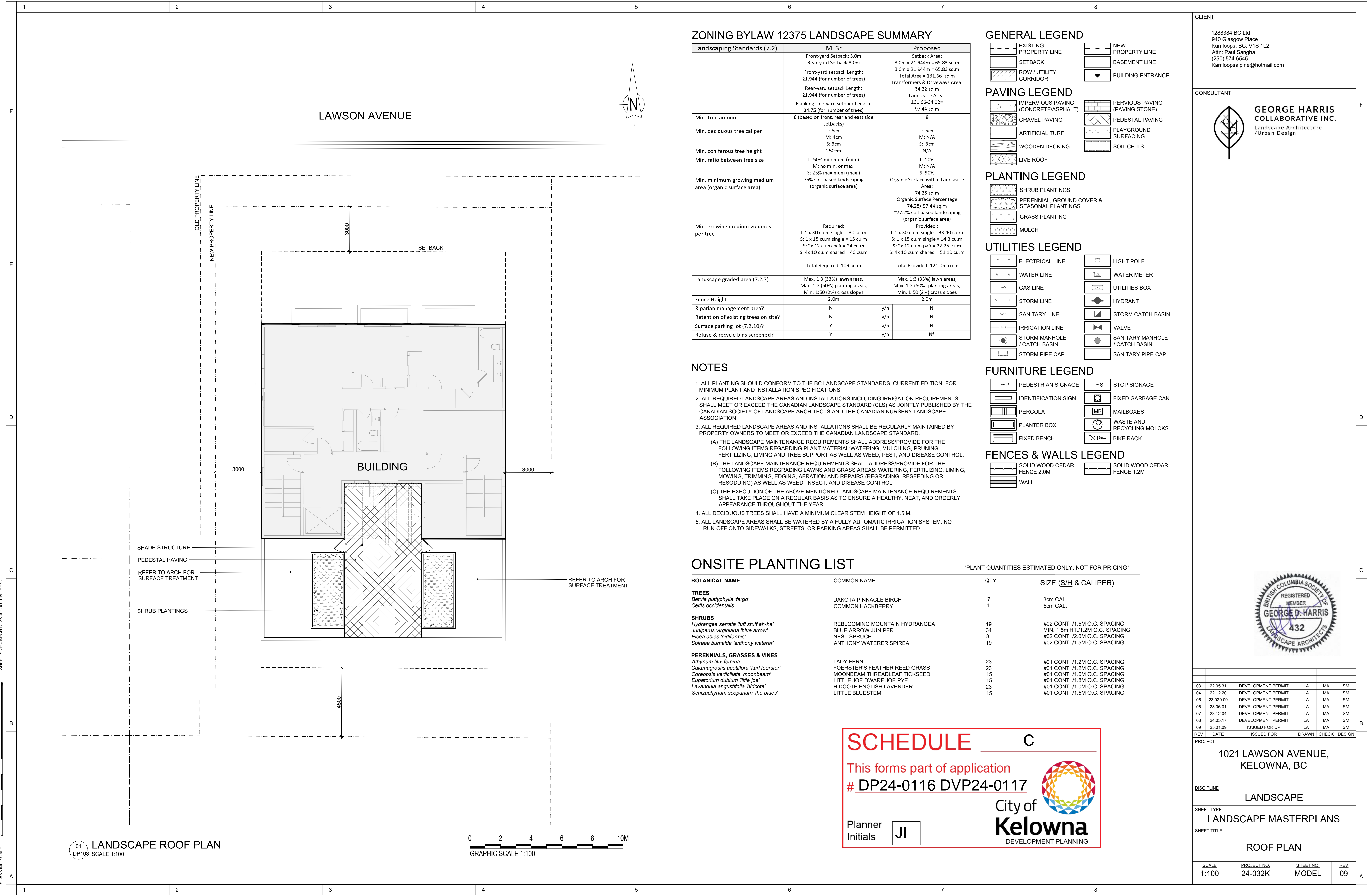
DISCIPLINE  
LANDSCAPE

SHEET TYPE  
LANDSCAPE MASTERPLANS

SHEET TITLE  
LEVEL 01 SITE PLAN ONSITE

SCALE 1:100	PROJECT NO. 24-032K	SHEET NO. MODEL	REV 09
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ZONING BYLAW 12375 LANDSCAPE SUMMARY

Landscaping Standards (7.2)	MF3r	Proposed
	Front-yard Setback: 3.0m Rear-yard Setback:3.0m Front-yard setback Length: 21.944 (for number of trees) Rear-yard setback Length: 21.944 (for number of trees) Flanking side-yard setback Length: 34.75 (for number of trees)	Setback Area: 3.0m x 21.944m = 65.83 sq.m 3.0m x 21.944m = 65.83 sq.m Total Area = 131.66 sq.m Transformers & Driveways Area: 34.22 sq.m Landscape Area: 131.66-34.22= 97.44 sq.m
Min. tree amount	8 (based on front, rear and east side setbacks)	8
Min. deciduous tree caliper	L: 5cm M: 4cm S: 3cm	L: 5cm M: N/A S: 3cm
Min. coniferous tree height	250cm	N/A
Min. ratio between tree size	L: 50% minimum (min.) M: no min. or max. S: 25% maximum (max.)	L: 10% M: N/A S: 90%
Min. minimum growing medium area (organic surface area)	75% soil-based landscaping (organic surface area)	Organic Surface within Landscape Area: 74.25 sq.m Organic Surface Percentage 74.25/ 97.44 sq.m =77.2% soil-based landscaping (organic surface area)
Min. growing medium volumes per tree	Required: L:1 x 30 cu.m single = 30 cu.m S: 1 x 15 cu.m single = 15 cu.m S: 2x 12 cu.m pair = 24 cu.m S: 4x 10 cu.m shared = 40 cu.m  Total Required: 109 cu.m	Provided : L:1 x 30 cu.m single = 33.40 cu.m S: 1 x 15 cu.m single = 14.3 cu.m S: 2x 12 cu.m pair = 22.25 cu.m S: 4x 10 cu.m shared = 51.10 cu.m  Total Provided: 121.05 cu.m
Landscape graded area (7.2.7)	Max. 1:3 (33%) lawn areas, Max. 1:2 (50%) planting areas, Min. 1:50 (2%) cross slopes	Max. 1:3 (33%) lawn areas, Max. 1:2 (50%) planting areas, Min. 1:50 (2%) cross slopes
Fence Height	2.0m	2.0m
Riparian management area?	N	y/n
Retention of existing trees on site?	N	y/n
Surface parking lot (7.2.10)?	Y	y/n
Refuse & recycle bins screened?	Y	y/n

NOTES

1. ALL PLANTING SHOULD CONFORM TO THE BC LANDSCAPE STANDARDS, CURRENT EDITION, FOR MINIMUM PLANT AND INSTALLATION SPECIFICATIONS.
2. ALL REQUIRED LANDSCAPE AREAS AND INSTALLATIONS INCLUDING IRRIGATION REQUIREMENTS SHALL MEET OR EXCEED THE CANADIAN LANDSCAPE STANDARD (CLS) AS JOINTLY PUBLISHED BY THE CANADIAN SOCIETY OF LANDSCAPE ARCHITECTS AND THE CANADIAN NURSERY LANDSCAPE ASSOCIATION.
3. ALL REQUIRED LANDSCAPE AREAS AND INSTALLATIONS SHALL BE REGULARLY MAINTAINED BY PROPERTY OWNERS TO MEET OR EXCEED THE CANADIAN LANDSCAPE STANDARD.  
(A) THE LANDSCAPE MAINTENANCE REQUIREMENTS SHALL ADDRESS/PROVIDE FOR THE FOLLOWING ITEMS REGARDING PLANT MATERIALS, MULCHING, PRUNING, FERTILIZING, LIMING AND TREE SUPPORT AS WELL AS WEED, PEST, AND DISEASE CONTROL.  
(B) THE LANDSCAPE MAINTENANCE REQUIREMENTS SHALL ADDRESS/PROVIDE FOR THE FOLLOWING ITEMS REGARDING LAWNS AND GRASS AREAS: WATERING, FERTILIZING, LIMING, MOWING, TRIMMING, EDGING, AERATION AND REPAIRS (REGRAIDING, RESEEDING OR RESODDING) AS WELL AS WEED, INSECT, AND DISEASE CONTROL.  
(C) THE EXECUTION OF THE ABOVE-MENTIONED LANDSCAPE MAINTENANCE REQUIREMENTS SHALL TAKE PLACE ON A REGULAR BASIS AS TO ENSURE A HEALTHY, NEAT, AND ORDERLY APPEARANCE THROUGHOUT THE YEAR.
4. ALL DECIDUOUS TREES SHALL HAVE A MINIMUM CLEAR STEM HEIGHT OF 1.5 M.
5. ALL LANDSCAPE AREAS SHALL BE WATERED BY A FULLY AUTOMATIC IRRIGATION SYSTEM. NO RUN-OFF ONTO SIDEWALKS, STREETS, OR PARKING AREAS SHALL BE PERMITTED.

ONSITE PLANTING LIST

BOTANICAL NAME	COMMON NAME	QTY	SIZE (S/H & CALIPER)
<b>TREES</b>			
<i>Betula platyphylla 'targo'</i>	DAKOTA PINNACLE BIRCH	7	3cm CAL.
<i>Celtis occidentalis</i>	COMMON HACKBERRY	1	5cm CAL.
<b>SHRUBS</b>			
<i>Hydrangea serrata 'tuff stuff sh-h'</i>	REBLOOMING MOUNTAIN HYDRANGEA	19	#02 CONT. /1.5M O.C. SPACING
<i>Juniperus virginiana 'blue arrow'</i>	BLUE ARROW JUNIPER	34	MIN. 1.5m HT./1.2M O.C. SPACING
<i>Picea abies 'hidiformis'</i>	NEST SPRUCE	8	#02 CONT. /2.0M O.C. SPACING
<i>Spiraea bumalda 'anthony waterer'</i>	ANTHONY WATERER SPIREA	19	#02 CONT. /1.5M O.C. SPACING
<b>PERENNIALS, GRASSES &amp; VINES</b>			
<i>Athyrium filix-femina</i>	LADY FERN	23	#01 CONT. /1.2M O.C. SPACING
<i>Calamagrostis acutiflora 'kari foerster'</i>	FOERSTER'S FEATHER REED GRASS	23	#01 CONT. /1.2M O.C. SPACING
<i>Coreopsis verticillata 'moonbeam'</i>	MOONBEAM THREADLEAF TICKSEED	15	#01 CONT. /1.0M O.C. SPACING
<i>Eupatorium dubium 'little joe'</i>	LITTLE JOE DWARF JOE PYE	15	#01 CONT. /1.8M O.C. SPACING
<i>Lavandula angustifolia 'hidcote'</i>	HIDCOTE ENGLISH LAVENDER	23	#01 CONT. /1.0M O.C. SPACING
<i>Schizachyrium scoparium 'the blues'</i>	LITTLE BLUESTEM	15	#01 CONT. /1.5M O.C. SPACING

GENERAL LEGEND

EXISTING PROPERTY LINE	NEW PROPERTY LINE
SETBACK	BASEMENT LINE
ROW / UTILITY CORRIDOR	BUILDING ENTRANCE

PAVING LEGEND

IMPERVIOUS PAVING (CONCRETE/ASPHALT)	PERVIOUS PAVING (PAVING STONE)
GRAVEL PAVING	PEDESTAL PAVING
ARTIFICIAL TURF	PLAYGROUND SURFACING
WOODEN DECKING	SOIL CELLS
LIVE ROOF	

PLANTING LEGEND

SHRUB PLANTINGS	PERENNIAL, GROUND COVER & SEASONAL PLANTINGS
MULCH	GRASS PLANTING

UTILITIES LEGEND

ELECTRICAL LINE	LIGHT POLE
WATER LINE	WATER METER
GAS LINE	UTILITIES BOX
STORM LINE	HYDRANT
SANITARY LINE	STORM CATCH BASIN
IRRIGATION LINE	VALVE
STORM MANHOLE / CATCH BASIN	SANITARY MANHOLE / CATCH BASIN
STORM PIPE CAP	SANITARY PIPE CAP

FURNITURE LEGEND

PEDESTRIAN SIGNAGE	STOP SIGNAGE
IDENTIFICATION SIGN	FIXED GARBAGE CAN
PERGOLA	MAILBOXES
PLANTER BOX	WASTE AND RECYCLING MOLOKS
FIXED BENCH	BIKE RACK

FENCES & WALLS LEGEND

SOLID WOOD CEDAR FENCE 2.0M	SOLID WOOD CEDAR FENCE 1.2M
WALL	

SCHEDULE

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/Urban Design

PROJECT

1021 LAWSON AVENUE,  
KELOWNA, BC

DISCIPLINE

LANDSCAPE

SHEET TYPE

LANDSCAPE MASTERPLANS

SHEET TITLE

ROOF PLAN

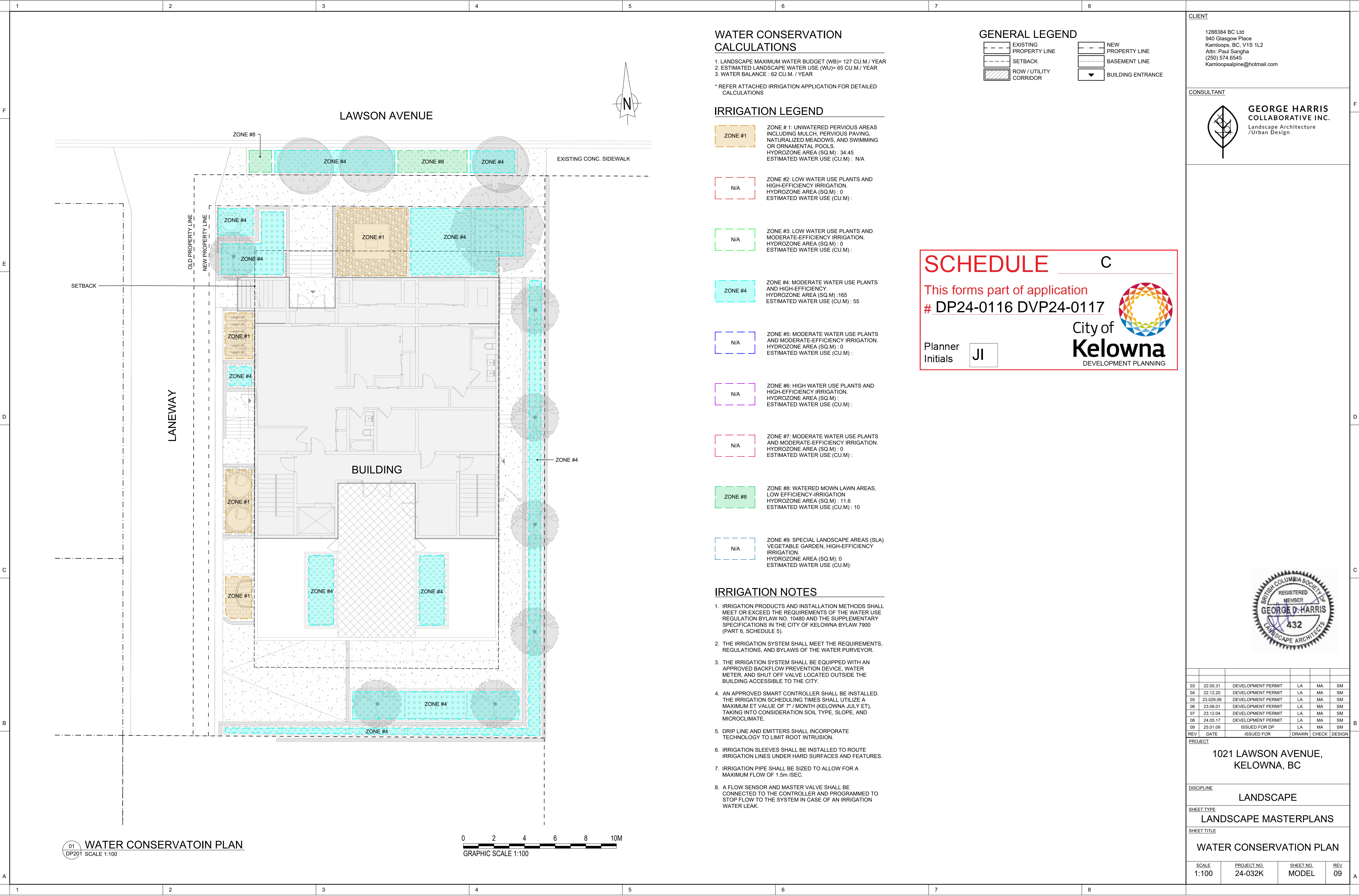
SCALE  
1:100

PROJECT NO.  
24-032K

SHEET NO.  
MODEL

REV  
09





CLIENT

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/Urban Design

**SCHEDULE**

C

This forms part of application  
# DP24-0116 DVP24-0117

Planner  
Initials 

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**City of Kelowna**  
DEVELOPMENT PLANNING



03	22.05.31	DEVELOPMENT PERMIT	LA	MA	SM
04	22.12.20	DEVELOPMENT PERMIT	LA	MA	SM
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08	24.05.17	DEVELOPMENT PERMIT	LA	MA	SM
09	25.01.09	ISSUED FOR DP	LA	MA	SM
REV	DATE	ISSUED FOR	DRAWN	CHECK	DESIGN
PROJECT					
1021 LAWSON AVENUE, KELOWNA, BC					
DISCIPLINE					
LANDSCAPE					
SHEET TYPE					
LANDSCAPE MASTERPLANS					
SHEET TITLE					
WATER CONSERVATION PLAN					
SCALE	PROJECT NO.	SHEET NO.	REV		
1:100	24-032K	MODEL	09		



## 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 supplemented 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.

**ATTACHMENT** B

This forms part of application  
# DP24-0116 DVP24-0117

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

SECTION 2.0: GENERAL RESIDENTIAL AND MIXED USE						
RATE PROPOSALS COMPLIANCE TO PERTINENT GUIDELINE (1 is least complying & 5 is highly complying)	N/A	1	2	3	4	5
<b>2.1 General residential &amp; mixed use guidelines</b>						
<b>2.1.1 Relationship to the Street</b>	N/A	1	2	3	4	5
a. Orient primary building facades and entries to the fronting street or open space to create street edge definition and activity.						x
b. On corner sites, orient building facades and entries to both fronting streets.	x					
c. Minimize the distance between the building and the sidewalk to create street definition and a sense of enclosure.					x	
d. Locate and design windows, balconies, and street-level uses to create active frontages and 'eyes on the street', with additional glazing and articulation on primary building facades.						x
e. Ensure main building entries are clearly visible with direct sight lines from the fronting street.						x
f. Avoid blank, windowless walls along streets or other public open spaces.						x
g. Avoid the use of roll down panels and/or window bars on retail and commercial frontages that face streets or other public open spaces.	x					
h. In general, establish a street wall along public street frontages to create a building height to street width ration of 1:2, with a minimum ration of 11:3 and a maximum ration of 1:1.75. <ul style="list-style-type: none"> <li>Wider streets (e.g. transit corridors) can support greater streetwall heights compared to narrower streets (e.g. local streets);</li> <li>The street wall does not include upper storeys that are setback from the primary frontage; and</li> <li>A 1:1 building height to street width ration is appropriate for a lane of mid-block connection condition provided the street wall height is no greater than 3 storeys.</li> </ul>						x
<b>2.1.2 Scale and Massing</b>	N/A	1	2	3	4	5
a. Provide a transition in building height from taller to shorter buildings both within and adjacent to the site with consideration for future land use direction.					x	
b. Break up the perceived mass of large buildings by incorporating visual breaks in facades.						x
c. Step back the upper storeys of buildings and arrange the massing and siting of buildings to: <ul style="list-style-type: none"> <li>Minimize the shadowing on adjacent buildings as well as public and open spaces such as sidewalks, plazas, and courtyards; and</li> <li>Allow for sunlight onto outdoor spaces of the majority of ground floor units during the winter solstice.</li> </ul>					x	

<b>2.1.3 Site Planning</b>	<b>N/A</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
a. Site and design buildings to respond to unique site conditions and opportunities, such as oddly shaped lots, location at prominent intersections, framing of important open spaces, corner lots, sites with buildings that terminate a street end view, and views of natural features.					x	
b. Use Crime Prevention through Environmental Design (CPTED) principles to better ensure public safety through the use of appropriate lighting, visible entrances, opportunities for natural surveillance, and clear sight lines for pedestrians.						x
c. Limit the maximum grades on development sites to 30% (3:1)						x
d. Design buildings for 'up-slope' and 'down-slope' conditions relative to the street by using strategies such as: <ul style="list-style-type: none"> <li>Stepping buildings along the slope, and locating building entrances at each step and away from parking access where possible;</li> <li>Incorporating terracing to create usable open spaces around the building</li> <li>Using the slope for under-building parking and to screen service and utility areas;</li> <li>Design buildings to access key views; and</li> <li>Minimizing large retaining walls (retaining walls higher than 1 m should be stepped and landscaped).</li> </ul>	x					
e. Design internal circulation patterns (street, sidewalks, pathways) to be integrated with and connected to the existing and planned future public street, bicycle, and/or pedestrian network.						x
f. Incorporate easy-to-maintain traffic calming features, such as on-street parking bays and curb extensions, textured materials, and crosswalks.	x					
g. Apply universal accessibility principles to primary building entries, sidewalks, plazas, mid-block connections, lanes, and courtyards through appropriate selection of materials, stairs, and ramps as necessary, and the provision of wayfinding and lighting elements.						x
<b>2.1.4 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. Locate off-street parking and other 'back-of-house' uses (such as loading, garbage collection, utilities, and parking access) away from public view.						x
b. Ensure utility areas are clearly identified at the development permit stage and are located to not unnecessarily impact public or common open spaces.						x
c. Avoid locating off-street parking between the front façade of a building and the fronting public street.						x
d. In general, accommodate off-street parking in one of the following ways, in order of preference: <ul style="list-style-type: none"> <li>Underground (where the high water table allows)</li> <li>Parking in a half-storey (where it is able to be accommodated to not negatively impact the street frontage);</li> </ul>						x

ATTACHMENT B

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Planner Initials

JI



City of  
**Kelowna**  
DEVELOPMENT PLANNING



<ul style="list-style-type: none"> <li>Garages or at-grade parking integrated into the building (located at the rear of the building); and</li> <li>Surface parking at the rear, with access from the lane or secondary street wherever possible.</li> </ul>						
e. Design parking areas to maximize rainwater infiltration through the use of permeable materials such as paving blocks, permeable concrete, or driveway planting strips.	x					
f. In cases where publicly visible parking is unavoidable, screen using strategies such as: <ul style="list-style-type: none"> <li>Landscaping;</li> <li>Trellises;</li> <li>Grillwork with climbing vines; or</li> <li>Other attractive screening with some visual permeability.</li> </ul>	x					
g. Provide bicycle parking at accessible locations on site, including: <ul style="list-style-type: none"> <li>Covered short-term parking in highly visible locations, such as near primary building entrances; and</li> <li>Secure long-term parking within the building or vehicular parking area.</li> </ul>						x
h. Provide clear lines of site at access points to parking, site servicing, and utility areas to enable casual surveillance and safety.						x
i. Consolidate driveway and laneway access points to minimize curb cuts and impacts on the pedestrian realm or common open spaces.						x
j. Minimize negative impacts of parking ramps and entrances through treatments such as enclosure, screening, high quality finishes, sensitive lighting and landscaping.					x	
<b>2.1.5 Streetscapes, Landscapes, and Public Realm Design</b>	<b>N/A</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
a. Site buildings to protect mature trees, significant vegetation, and ecological features.	x					
b. Locate underground parkades, infrastructure, and other services to maximize soil volumes for in-ground plantings.				x		
c. Site trees, shrubs, and other landscaping appropriately to maintain sight lines and circulation.						x
d. Design attractive, engaging, and functional on-site open spaces with high quality, durable, and contemporary materials, colors, lighting, furniture, and signage.						x
e. Ensure site planning and design achieves favourable microclimate outcomes through strategies such as: <ul style="list-style-type: none"> <li>Locating outdoor spaces where they will receive ample sunlight throughout the year;</li> <li>Using materials and colors that minimize heat absorption;</li> <li>Planting both evergreen and deciduous trees to provide a balance of shading in the summer and solar access in the winter; and</li> <li>Using building mass, trees and planting to buffer wind.</li> </ul>						x
f. Use landscaping materials that soften development and enhance the public realm.						x

g. Plant native and/or drought tolerant trees and plants suitable for the local climate.						x
h. Select trees for long-term durability, climate and soil suitability, and compatibility with the site's specific urban conditions.						x
i. Design sites and landscapes to maintain the pre-development flows through capture, infiltration, and filtration strategies, such as the use of rain gardens and permeable surfacing.	x					
j. Design sites to minimize water use for irrigation by using strategies such as: • Designing planting areas and tree pits to passively capture rainwater and stormwater run-off; and • Using recycled water irrigation systems.					x	
k. Create multi-functional landscape elements wherever possible, such as planting areas that also capture and filter stormwater or landscape features that users can interact with.					x	
l. Select materials and furnishings that reduce maintenance requirements and use materials and site furnishings that are sustainably sourced, re-purposed or 100% recycled.	x					
m. Use exterior lighting to complement the building and landscape design, while: • Minimizing light trespass onto adjacent properties; • Using full cut-off lighting fixtures to minimize light pollution; and • Maintaining lighting levels necessary for safety and visibility.						x
n. Employ on-site wayfinding strategies that create attractive and appropriate signage for pedestrians, cyclists, and motorists using a 'family' of similar elements.						x
<b>2.1.6 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. Express a unified architectural concept that incorporates variation in façade treatments. Strategies for achieving this include: • Articulating facades by stepping back or extending forward a portion of the façade to create a series of intervals or breaks; • Repeating window patterns on each step-back and extension interval; • Providing a porch, patio, or deck, covered entry, balcony and/or bay window for each interval; and • Changing the roof line by alternating dormers, stepped roofs, gables, or other roof elements to reinforce each interval.						x
b. Incorporate a range of architectural features and details into building facades to create visual interest, especially when approached by pedestrians. Include architectural features such as: bay windows and balconies; corner feature accents, such as turrets or cupolas; variations in roof height, shape and detailing; building entries; and canopies and overhangs.  Include architectural details such as: Masonry such as tiles, brick, and stone; siding including score lines and varied materials to distinguish between floors; articulation of columns and pilasters;					x	



ornamental features and art work; architectural lighting; grills and railings; substantial trim details and moldings / cornices; and trellises, pergolas, and arbors.						
c. Design buildings to ensure that adjacent residential properties have sufficient visual privacy (e.g. by locating windows to minimize overlook and direct sight lines into adjacent units), as well as protection from light trespass and noise.					x	
d. Design buildings such that their form and architectural character reflect the buildings internal function and use.						x
e. Incorporate substantial, natural building materials such as masonry, stone, and wood into building facades.					x	
f. Provide weather protection such as awnings and canopies at primary building entries.						x
g. Place weather protection to reflect the building's architecture.						x
h. Limit signage in number, location, and size to reduce visual clutter and make individual signs easier to see.						x
i. Provide visible signage identifying building addresses at all entrances.						x

SECTION 4.0: LOW & MID-RISE RESIDENTIAL MIXED USE						
RATE PROPOSALS COMPLIANCE TO PERTINENT GUIDELINE (1 is least complying & 5 is highly complying)	N/A	1	2	3	4	5
<b>4.1 Low &amp; mid-rise residential &amp; mixed use guidelines</b>						
<b>4.1.1 Relationship to the Street</b>	N/A	1	2	3	4	5
i. Ensure lobbies and main building entries are clearly visible from the fronting street.						x
j. Avoid blank walls at grade wherever possible by: <ul style="list-style-type: none"> <li>Locating enclosed parking garages away from street frontages or public open spaces;</li> <li>Using ground-oriented units or glazing to avoid creating dead frontages; and</li> <li>When unavoidable, screen blank walls with landscaping or incorporate a patio café or special materials to make them more visually interesting.</li> </ul>						x
<b>Residential &amp; Mixed Use Buildings</b>						
k. Set back residential buildings on the ground floor 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. <ul style="list-style-type: none"> <li>A maximum 1.2 m height (e.g. 5-6 steps) is desired for front entryways.</li> <li>Exceptions can be made in cases where the water table requires this to be higher. In these cases, provide a larger patio and screen parking with ramps, stairs and landscaping.</li> </ul>						x

l. Incorporate individual entrances to ground floor units accessible from the fronting street or public open spaces.						x
m. Site and orient buildings so that windows and balconies overlook public streets, parks, walkways, and shared amenity spaces while minimizing views into private residences.						x
<b>4.1.2 Scale and Massing</b>	<b>N/A</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
a. Residential building facades should have a maximum length of 60 m. A length of 40 m is preferred.						x
b. Residential buildings should have a maximum width of 24 m.						x
c. Buildings over 40 m in length should incorporate a significant horizontal and vertical break in the façade.	x					
d. For commercial facades, incorporate a significant break at intervals of approximately 35 m.	x					
<b>4.1.3 Site Planning</b>	<b>N/A</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
a. On sloping sites, floor levels should step to follow natural grade and avoid the creation of blank walls.	x					
b. Site buildings to be parallel to the street and to have a distinct front-to-back orientation to public street and open spaces and to rear yards, parking, and/or interior court yards: <ul style="list-style-type: none"> <li>• Building sides that interface with streets, mid-block connections and other open spaces and should positively frame and activate streets and open spaces and support pedestrian activity; and</li> <li>• Building sides that are located away from open spaces (building backs) should be designed for private/shared outdoor spaces and vehicle access.</li> </ul>	x					
c. Break up large buildings with mid-block connections which should be publicly-accessible wherever possible.	x					
d. Ground floors adjacent to mid-block connections should have entrances and windows facing the mid-block connection.	x					
<b>4.1.4 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. Vehicular access should be from the lane. Where there is no lane, and where the re-introduction of a lane is difficult or not possible, access may be 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 minimised; and</li> <li>• There is no more than one curb cut per property.</li> </ul>						x
b. Above grade structure parking should only be provided in instances where the site or high water table does not allow for other parking forms and should be screened from public view with active retail uses, active residential uses, architectural or landscaped screening elements.						x
c. Buildings with ground floor residential may integrate half-storey underground parking to a maximum of 1.2 m above grade, with the following considerations:						x



<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>	<b>N/A</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
a. Integrate publicly accessible private spaces (e.g. private courtyards accessible and available to the public) with public open areas to create seamless, contiguous spaces.	<b>x</b>					
b. Locate semi-private open spaces to maximize sunlight penetration, minimize noise disruptions, and minimize 'overlook' from adjacent units.						<b>x</b>
<b>Rooftop Amenity Spaces</b>						
c. Design shared rooftop amenity spaces (such as outdoor recreation space and rooftop gardens on the top of a parkade) 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 by using fencing, landscaping, or architectural screening.</li> </ul>						<b>x</b>
d. Reduce the heat island affect 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>x</b>	
<b>4.1.6 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. Articulate building facades into intervals that are a maximum of 15 m wide for mixed-use buildings and 20 m wide for residential buildings. Strategies for articulating buildings should consider the potential impacts on energy performance 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 façade;</li> <li>Repeating window pattern intervals that correspond to extensions and step backs (articulation) in the building façade;</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> </ul>						<b>x</b>

• Provide a lighting fixture, trellis, tree or other landscape feature within each interval.						
b. Break up the building mass by incorporating elements that define a building's base, middle and top.					x	
c. Use an integrated, consistent range of materials and colors and provide variety, by for example, using accent colors.					x	
d. Articulate the façade using design elements that are inherent to the buildings 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.						x
e. Incorporate distinct architectural treatments for corner sites and highly visible buildings such as varying the roofline, articulating the façade, adding pedestrian space, increasing the number and size of windows, and adding awnings or canopies.	x					
f. Provide weather protection (e.g. awnings, canopies, overhangs, etc.) along all commercial streets and plazas 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>						x
g. Architecturally-integrate awnings, canopies, and overhangs to the building and incorporate architectural design features of buildings from which they are supported.						x
h. Place and locate awnings and canopies to reflect the building's architecture and fenestration pattern.						x
i. Place awnings and canopies to balance weather protection with daylight penetration. Avoid continuous opaque canopies that run the full length of facades.						x
j. Provide 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.	x					
k. 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>	x					
l. Uniquely branded or colored signs are encouraged to help establish a special character to different neighbourhoods.	x					

January 10<sup>th</sup> 2025

**Prepared for:**  
Lawson Ave DP Submission

**Project:**  
1021 Lawson Avenue, Kelowna, BC

**Re:**  
Design Rationale



## 1.0 PROJECT DESCRIPTION

This proposal, at 1021 Lawson Avenue, is in a Core Area of the City between the Urban Centres of Capri and Downtown (according to the 2040 OCP). This proposal will provide 20 rental units for this core area, contributing to a more diverse housing stock needed for this City. Proposed is 20 Units: 7 Studios, 5 One-Bed and 8 Two-Bed units. Altogether, this building could support a range of 20 to 48 people (presuming 3 people in the 2-bed unit).

The building features two shared amenity spaces: A roof deck on the 6<sup>th</sup> storey facing directly South, and a Parkade patio, utilizing space on top of the sunken parkade to create an outdoor amenity space (also facing South) that will feature seating, a fire table, barbeque, and access to an interior amenity room with Kitchen and Bathroom. The 6-storey structure site atop a sunken parkade, which elevates to 1.2m above grade. In this way, development cost can be minimized, while limiting the impact of the high-water table on the development.

The project hopes to maintain simplicity and elegance in its purpose: provide rental homes, and encourage community through pedestrian based Architectural design. A MODO car share space is on grade – accessible from the street and the building conveniently along the laneway along the Western edge of the site. Refuse collection will be done via MOLOK bins, providing an elegant and clean solution to collective waste management. Trucks can access the bins via the laneway. Parkade access is found at the rear of the site, hidden from the street. This too is accessed via the laneway.

## 2.0 PROJECT INTENTIONS

Given that this site is quite small, and the size and density proposed triggers several (4) variances, I feel it worth explaining the intentions behind designing with these variances on this site and in this context.

The pace of development in the City should be a point of focus and concern. There are many buildings that are going up that will inevitably be used as a cross-reference for the development of similar buildings in the future. Creating something of a cohesive language for the Architecture being built should be a priority, built on the basic rules and principles that guide objectively good Architecture and Urban Planning. Much of this City's Architecture and Infrastructure is car-centric, in the sense that cars, and the efficiency of cars in their movement, storage and upkeep, often determine the basic tenets of site and building design, before the pedestrian realm and the experience of people outside of vehicles is even considered. The hope, in this Core Area of development that will see a higher densification in the future, and therefore a need for more care and beauty for people in this increasing density, is that the opposite can be pursued: cars become hidden, and the building becomes about the experience of people on foot – both in and around. The experience of the car will not be made inconvenient, rather it comes secondary to the experience of people on foot. In doing so, we can encourage community, as people can more comfortably inhabit public space without a vehicle, allowing for people to engage in the lives of their neighbors simply by occupying the same space. Much of



this social potential is lost when driving in a personal vehicle, and so too the depth of potential experiences available on our city streets. Designing both the building and the space around it then for those outside of the building on foot became a major focus.

With setback and stepback requirements at play, the lower two floors of the building are read as one form while the upper four floors (pulled back due to stepback requirements) become another. This helps to simplify the Architectural language – creating a simple building that can more easily add to the contextual language around this site rather than being focused only on itself. On the lower floors, a darker material palette highlights the division between these two forms, Clad in vertical metal panels. Recesses for decks carved into the form of these floors provides opportunity for engagement between the street and residents without compromising privacy. This is provided through balcony screening, road dedication foliage, and a physical separation between units and the street through a 1.2m floor level rise from the sidewalk. The front lobby of the building steps down to meet the sidewalk, providing direct and convenient walking access between the building and the street for those outside a vehicle. Short term bicycle storage is provided at the front corner of the lot along the laneway, while the egress exit and split side elevator lobby on the West side of the building provides exterior access to the long-term bicycle facilities on the main floor. This ground floor access provides ease of access to the elevator and bike rooms for those with accessibility needs or bicycles. This entry removes the need for a large ramp along the streetfront. The upper four storeys of the building feature a simple stucco clad form with rectangular deck protrusions. An order to the façade is created via the protruding balconies and the simple patio door structure along the upper stories. Window and door types are kept to a minimum, helping simplify the language, while some wall build outs provide needed shadow lines on the façade, adding some detail for the streetfront pedestrian experience.

Amenity space has been provided both on the roof. A ground floor amenity space has been provided on the roof of the parkade at the South of the site, linking barbeques, a fire table and bench seating to an interior amenity space with a kitchen and bathroom. Bike room access is also available via this amenity platform. Foliage in planters around the edge of this space provides the growing medium for plants and small trees that shield the space. Existing foliage on the Southern neighbouring site will further protect and enhance this space.

The parkade structure is accessed down the laneway on the East side of the site. A MODO car share space (with confirmed intent and approval from MODO) has been provided on grade on this laneway. A ramp down into the parkade is provided at the back edge of the site. Once inside, 14 below grade spaces are provided. Variances are proposed for the parkade on the South and East property lines. Some distance to the South and East lot lines have been provided for soil medium. The rear yard nearly meets the adjoining site in height, meaning the foliage on both sites can enhance the experience for building users on both sites in each buildings amenity area.

Refuse collection is accessible via the laneway. MOLOK bins are used, which provide an efficient and clean means of disposing of refuse from the site that will not have an adverse effect on the sensorial quality of the exterior spaces given their in-ground enclosure. Removal of waste will be done via a crane on the MOLOK company trucks, which have been provided with ample building clearances for ease of access, and can use the laneway for removal.

### 3.0 URBAN CONNECTIVITY

The project is in the heart of Kelowna being between the Capri Landmark and Downtown Urban Centres. Moving around as a pedestrian or cyclist becomes much easier due to short distances to shopping centres in the area combined with the established and proposed transit nodes and corridors that surround the site. Five extra bike parking spaces have been provided in the long-term storage room compared to the minimums set by the bylaw.

Multiple large storage spaces for cargo bicycles have been provided in the long-term bicycle storage space to encourage the use of bikes that can take the short trips to stores that cars normally would (given the general lack of storage/inconvenience of a standard bike for moving larger goods). More spaces can be provided if needed, as some wall mounted bicycle racks can be placed in the parking garage above the regular sized spaces. Transit is available on both Harvey and Gordon. When going further from the immediate area and a car is the only viable option, Harvey (Highway 97) offers excellent connectivity to the rest of the city and the region.

## 4.0 SUSTAINABILITY

Regarding energy and material sourcing, the use of naturally sourced materials is used to a large extent, and thereby reduces the carbon footprint as much as possible. Envelope details that prevent water and moisture ingress while still allowing the assemblies to dry are being incorporated. Minimizing thermal bridging combined with appropriate continuous insulation will reduce heating and cooling loads. South and west facing windows will be specified to have appropriate shading and glazing coefficients to utilize the summer sun by blocking the heat while still allowing the winter sun to penetrate, reducing cooling and heating loads in the summer and winter seasons respectively. Simple building forms will allow for an ease in the construction process while minimizing potential material waste.

Behavioural sustainability can be seen more through the conveniences or inconveniences that a building provides for its occupants – and what such conveniences incentivize. Looking at the 2040 Community plan for the City of Kelowna, the city would like to move from a sheer reliance on single-user vehicles into a range of convenient transit options for the community. To foster this the bicycle stations in and around the building have been placed in convenient and easy to access locations with amenities like a bike wash and repair station for proper bicycle care. Multiple cargo bike spaces have been provided, as cargo bikes, though not intensely popular here yet, provide adequate and convenient storage for trips to stores with larger quantities of items (like the grocery store) compared to the standard bicycle. The ground level lobby and split floor elevator provides easy access to the long-term bicycle storage room for bikes. Further cargo bike spaces can be provided as needed, as some of the required wall mounted racks can be moved above regular sized spaces in the parking garage. The lobby being oriented to the street front makes entering the building on foot easier, while a clearly accessible stairwell next to the elevator can encourage residents to use their bodies to get to their unit – increasing physical health. A MODO car share space has been provided to remove 4 parking spaces from the total number required. Further incentives in bike and rental bonuses have removed an additional 8 parking spaces from the parkade by making other means of movement more convenient for residents.

Hallways on the upper floors will be given light via lock open fire doors and windows in the stairwells, minimizing light usage and allowing for cross ventilation where needed. Amenity spaces provide good opportunities for community gathering and social opportunity. Good social health is arguably more important to keeping and stewarding resources than considering energy efficiency alone, so effort has been made to make shared spaces attractive, functional and accessible.

## 5.0 CRIME PREVENTION

Crime prevention is made much easier when there is an architectural quality to the spaces that encourage continual use and social exposure. Efforts have been made to add human scaled features through architectural form and public and private amenity space to encourage eyes on the street and the surroundings of the building to help prevent crime via exposure.

The street front features a step up from the street to both the lobby that provides a soft barrier, helping to privatize the front of the building. Foliage and railings provide further separation and privacy for lower units while still providing a line of sight from these units to the outside. The ground entry lobby and parkade entry are along the laneway providing good visual access, and the back amenity space is also exposed to several unit balconies on site and from neighbouring properties.

## 6.0 LANDSCAPING

Landscaping features are ample in spite of some of the site limitations. Refer to landscaping drawings. We feel that the project balances the needed density for a core area rental site with meaningful soil medium for good small and large foliage and plant growth.

## 7.0 VARIANCES

There are four (4) variances proposed:

1 – Parking Ratio Variance (excess of small to regular stalls beyond 50/50 – now 73/27)

*There are 15 parking spaces on the site. 15 are required. Given the setback in the sideyard, and the limitations with lot width/laneway access/access to the car share space on grade/hiding the parking lot from pedestrians – we were limited to a ratio of 11/4 small to regular parking spaces.*

2 – Minimum Side Yard East – 3.0m required, 1.3m provided

*The apartment portion of the building does conform to this 3.0m setback. It is the sunken parkade that intrudes this setback. We have provided 1.3m of space in this setback zone. There is not a major difference in height between the floor of the main level and the adjacent property (1056 Bernard Avenue), and landscaping has been introduced into the sideyard to further integrate the two sideyards together*

3 – Minimum Rear Yard South (parkade) – 1.5m required, 0.7m provided

*As with the other sideyard variance, the apartment portion of the building does conform to setback requirements. It is the parkade that does not. 1.5m is required, 0.7m is provided. Evident by the renders, we have used the roof space of the parkade for good use for both our property and the neighbours, with ample green space. With a retaining wall rising 1.8m on the property at*

4 – Minimum 75% Soil Based Landscaping in Front Yard: 98.7 sq.m required, 69.5 sq.m proposed

*Do mind that the Road Dedication contains 35 sq.m of soil based landscaping space – this used to be a part of the Front Yard, but was provided to the City in years previous.*

These four variances all have justifications for existing. This site is quite small for the MF3 Zoning potential. There is a need for a greater density of housing to be built around the downtown core, and there is also a need for this type of rental typology. It has also been more cost effective for the client to ask for an increased density on the site. With these parameters, we believe that we have addressed the need for density from both the client and City perspective, while not lowering the standard of design for people in and around this building.

The first three variances are all present from the sunken parkade. We believe this sunken parkade is necessary to the building design. It hides the cars from the pedestrian realm, providing more space on grade for landscaping features, an accentuated raised entry for the building, as well as laneway access to a side entry. The roof of the parkade that is not covered by building above is entirely used for amenity purposes, and the raised side and rear yards of the adjacent properties mean that the parkade wall will not have any significant effect on the quality of their outdoor spaces in these yards.

The last variance arises when a portion of the front yard of the site was given to the City for a Road Dedication zone. This zone will provide three additional trees and some grass space along the street, and will help to provide a buffer between the street and the sidewalk. In this, we lose some soil space, but have still provided ample soil medium in the front and side yards, raised beds on the parkade roof, and small raised beds on the rooftop. The building form would be much different should we have setback the base of the building another few feet to obtain the required soil medium in the front yard. We do not believe this will have a significant effect on the quality of the front yard posed.



## 8.0 SUMMARY

By providing a higher density of residences in an Urban Centre we feel our intent for this project will set precedent for future development in the area to follow a model and similar approach, using small sites to introduce needed density and pedestrian focused design. This is especially hopeful given the recent development of single egress stair building types from the Province. The hope is that the simplicity of this building, and its use of basic Architectural principles will help it to mold with future developments and create more vibrant City streets, where architecture works together to frame public space, rather than acting as individual islands of development.

We look forward to your support for all this project brings to our community, and this unique opportunity to address and create an affordable living experience for those in the downtown core of Kelowna.

Respectfully submitted,

**Kieran Mortimer – Project Designer and Intern Architect**  
**Kimberly Fuller – Associate Principal, Architect on File**

<b>ATTACHMENT</b>		<b>C</b>
This forms part of application		
# DP24-0116 DVP24-0117		
Planner Initials	Jl	 <b>City of Kelowna</b> DEVELOPMENT PLANNING





Front Door



Laneway Door

ATTACHMENT

D

This forms part of application

# DP24-0116 DVP24-0117

Planner

Initials

JL

City of Kelowna

DEVELOPMENT PLANNING



#100-1353 Elm Street  
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Seal



2025-06-10

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RECORD OF ISSUES & REVISIONS

NO.	DATE	DESCRIPTION
1	2022-12-22	DEVELOPMENT PERMIT
4	2024-06-05	DEVELOPMENT PERMIT
5	2025-01-15	DEVELOPMENT PERMIT

Project

Lawson Ave.  
Multifamily

MF3R RESIDENTIAL DEV.

1021 LAWSON AVE  
KELOWNA, BC

Sheet Title

BUILDING SIGNAGE

Job Number

20.781

Date

2025 01 15

Scale

Revision Number

1

Drawing Number

A3

88

2025-06-10 14:31 PM





Front Corner from Lawson Ave.



Front Corner from Lawson Ave.

ATTACHMENT

D

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# DP24-0116 DVP24-0117

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Project

Lawson Ave.  
Multifamily

MF3R RESIDENTIAL DEV.

1021 LAWSON AVE  
KELOWNA, BC

Sheet Title

RENDERINGS

Job Number

20.781

Date

2025 01 15

Scale

Revision Number

1

Drawing Number

A3.6

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Sidewalk from Lawson Ave.



Sidewalk from Lawson Ave.

ATTACHMENT

D

This forms part of application  
# DP24-0116 DVP24-0117

Planner  
Initials

Jl

City of  
Kelowna

DEVELOPMENT PLANNING



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Project

Lawson Ave.  
Multifamily

MF3R RESIDENTIAL DEV.

1021 LAWSON AVE  
KELOWNA, BC

Sheet Title

RENDERINGS

Job Number

20.781

Date

2025-01-15

Scale

Revision Number

1

Drawing Number

A3.7

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Amenity Roof



Amenity Parkade Roof

ATTACHMENT D

This forms part of application  
# DP24-0116 DVP24-0117

Planner  
Initials JI



#100-1353 Elm Street  
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Project

Lawson Ave.  
Multifamily

MF3R RESIDENTIAL DEV.

1021 LAWSON AVE  
KELOWNA, BC

Sheet Title

RENDERINGS

Job Number 20.781

Date 2025-01-15

Scale

Revision Number 1

Drawing Number

A3.8

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## CO-OPERATIVE CARSHARING AGREEMENT

**THIS AGREEMENT** made the 17th day of June, 2024

**BETWEEN:**

**MODO CO-OPERATIVE**  
200 - 470 Granville Street  
Vancouver, BC  
V6C 1V5

(**"Modo"**)



**AND:**

1288384 BC LTD.  
Kulwant Sangha  
940 Glasgow Road  
Kamloops B.C. V1S 1L2

(**"Developer"**)

**WHEREAS:**

- A. Developer is the registered owner of those certain lands located at 1021 Lawson Avenue in the City of Kelowna and legally described as follows:

**PID: 031-744-265, legal lot description MF3r (Multifamily Rental), LOT A DIST. LOT 138 ODYD PLAN EPP 121306 (the "Lands")**

- B. Developer intends to construct or to cause to be constructed a rental residential development (the **"Development"**) on the Lands;
- C. It is intended that Development will include approximately 20 rental units (collectively the **"Rental Units"**, and each a **"Rental Unit"**) together with related parking premises and amenities;
- D. Modo is a member-owned co-operative that facilitates carsharing for individuals and businesses as an alternative to privately-owned automobiles;
- E. As a condition of approving the Development, the City of Kelowna (the **"Municipality"**) requires Developer to provide one (1) co-operative vehicle (the **"Shared Vehicle"**) in connection with the Development and to be available as part of a service to share the use of the Shared Vehicle (the **"Carsharing Program"**);
- F. In addition, the Municipality requires Developer to designate one (1) parking space at the Development for the exclusive use of the Shared Vehicle (the **"Shared Vehicle Parking Space"** as set out in Schedule A hereto) and free-of-charge to Modo;



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- G. Modo will deliver the Shared Vehicle to the Shared Vehicle Parking Space and will make the Shared Vehicle available for use in accordance with the terms of this Agreement;
- H. Modo will, at its cost, operate, maintain, repair and insure the Shared Vehicle and administer the service to share the Shared Vehicle (collectively, the “**Services**”);
- I. Developer and Modo intend that the Shared Vehicle will be available for use by all members of Modo (collectively, the “**Modo Members**” and each a “**Modo Member**”), including the Residents who become Modo Members; and
- J. Developer and Modo wish to set out in this Agreement the terms and conditions of the Carsharing Program as it pertains to the Development.

**NOW THEREFORE** in consideration of the sum of Ten (\$10.00) Dollars now paid by each party to the other (the receipt and sufficiency of which is hereby acknowledged) and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

## **ARTICLE 1 - DEFINITIONS**

- 1.1 Definitions. In this Agreement, the following terms have the following meanings:
- (a) “**Agreement**” means this agreement, any schedules attached hereto which are referred to in this agreement, and every properly executed instrument which by its terms amends, modifies, supplements, or extends this agreement;
  - (b) “**Arbitrator**” has the meaning set out in section 12.1(d);
  - (c) “**Carsharing Program**” has the meaning set out in Recital E;
  - (d) “**Commencement Date**” means the date on which the Occupancy Permit is issued by the Municipality;
  - (e) “**Developer**” means the party defined as Developer on the first page of this Agreement and any of its heirs, executors, administrators, successors, assigns, subsidiaries or nominees who may assume Developer’s right, title or interest in the Development and/or this Agreement from Developer named herein, and expressly includes any person which may manage or operate the Development for Developer from time to time;
  - (f) “**Development**” has the meaning set out in Recital B;
  - (g) “**Driving Credits**” has the meaning set out in section 6.2;
  - (h) “**Estimated Occupancy Date**” has the meaning set out in section 3.6;



- (i) **“EV Station”** means one (1) electric vehicle charging station (which specifications are defined in Schedule B) to be provided, installed, maintained and replaced by Developer, at Developer’s sole cost, to be used for the sole purpose of charging the Shared Vehicle, and to be located adjacent to the Shared Vehicle Parking Space;
- (j) **“Lands”** has the meaning set out in Recital A;
- (k) **“Marketing Program”** has the meaning set out in section 6.2;
- (l) **“Mediator”** means a member in good standing of the Arbitrators Association of British Columbia or Mediate BC;
- (m) **“Membership Holder”** means Developer;
- (n) **“Membership Shares”** means membership shares in Modo;
- (o) **“Modo Members”** has the meaning set out in Recital I;
- (p) **“Municipality”** has the meaning set out in Recital E;
- (q) **“Occupancy Permit”** means the first occupancy permit issued by the Municipality in respect of the Development;
- (r) **“Partnership Membership”** means the Membership Holder membership in Modo by way of ownership of the Subject Shares;
- (s) **“Partner User”** means a Resident (as defined below) of the Development who benefits from Modo membership privileges by way of the Partnership Membership;
- (t) **“Project Fee”** has the meaning set out in section 2.1;
- (u) **“Rental Units”** has the meaning set out in Recital C;
- (v) **“Residents”** means collectively, the tenants of the Rental Units and **“Resident”** means any one of them;
- (w) **“Rules”** has the meaning set out in section 4.4(a);
- (x) **“Services”** has the meaning set out in Recital H;
- (y) **“Shared Vehicle”** has the meaning set out in Recital E;
- (z) **“Shared Vehicle Deployment Sequence”** has the meaning set out in section 5.4;

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- (aa) **“Shared Vehicle Minimum Term”** means the term of three (3) years for the Shared Vehicle, commencing from the later of the Commencement Date or the first date that the Shared Vehicle is made available for use by Modo Members at the Shared Vehicle Parking Space;
- (bb) **“Shared Vehicle Parking Space”** has the meaning set out in Recital G;
- (cc) **“Subject Shares”** has the meaning set out in section 2.1(b);
- (dd) **“Sustainable Usage Levels”** means the level of use of the Modo vehicles by Modo Members that remains cost-effective to meet Modo’s usage goals; and,
- (ee) **“Term”** means the term of this Agreement as described in section 8.1.

## **ARTICLE 2 - PROJECT FEE**

- 2.1 At least sixty (60) days prior to Estimated Occupancy Date, Developer will pay to Modo the aggregate sum of \$31,000.00 plus GST (the **“Project Fee”**), representing the following:
  - (a) \$1,000.00 for the purchase of one hundred (100) Membership Shares (the **“Subject Shares”**); and
  - (b) the Project Fee minus \$1,000.00 to be used by Modo toward the ownership costs of Shared Vehicle.
- 2.2 Upon payment of the Project Fee, Modo will issue the Subject Shares to Developer and will issue a receipt to Developer confirming payment of the Project Fee to Modo.
- 2.3 Developer agrees that Modo will not be under any obligation whatsoever to provide the Services or issue the Subject Shares if Modo has not received full payment of the Project Fee from Developer by the required deadline set out in section 2.1 of this Agreement.
- 2.4 If the Occupancy Permit is issued later than in the year 2025, the Project Fee will increase by 4% for each year thereafter, on January 1<sup>st</sup> of such year and until the Occupancy Permit is issued, including the year the Occupancy Permit is issued.

## **ARTICLE 3 - BENEFITS AND OBLIGATIONS OF DEVELOPER**

- 3.1 Developer agrees to designate the Shared Vehicle Parking Space for the exclusive use of Modo, in compliance with the standards set out in Schedule B and free-of-charge to Modo from the Commencement Date and throughout the Term.



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- 3.2 Developer agrees that throughout the Term, subject to section 10.5, the Shared Vehicle Parking Space will be accessible to and exclusively useable by Modo Members on a 24 hours a day, 7 days a week basis.
- 3.3 Developer permits Modo to directly authorize removal of unauthorized vehicles parked in the Shared Vehicle Parking Space through the towing company contracted by Developer, or a towing company of Modo's choice in the event there is not a designated contractor or if that contractor is unavailable. Any unauthorized vehicle parked in the Shared Vehicle Parking Space may be removed by Modo at the vehicle owner's risk and expense.
- 3.4 Developer agrees that from the Commencement Date and throughout the Term, the EV Station will be operational and designated for the exclusive use of Modo.
- 3.5 Developer agrees to pay for the electricity withdrawn from the EV Station when due and Modo will reimburse Developer in accordance with section 5.15.
- 3.6 At least sixty (60) days prior to the date Developer anticipates that the Occupancy Permit will be issued, Developer will provide written notice to Modo of such estimated date (the "**Estimated Occupancy Date**").
- 3.7 Promptly upon issuance of the Occupancy Permit, Developer will further provide Modo with written notice of the Commencement Date.
- 3.8 Developer warrants that it will cause its subsidiaries and any party which may manage or operate the Development from time to time to comply with the terms of this Agreement and will cause any of its successors or permitted assigns to enter into an assumption agreement, provided that, upon such assumption, Developer will be released of its obligations hereunder to the extent its obligations are so assumed.

#### **ARTICLE 4 - BENEFITS AND OBLIGATIONS OF THE MEMBERSHIP HOLDER**

- 4.1 The parties agree that the Subject Shares will be registered in the name of the Membership Holder. The Membership Holder will be the legal owner of all the Subject Shares, and their beneficial interest will vest in the Residents in accordance with this Agreement.
- 4.2 The Subject Shares, and the benefit of the Partnership Membership, will not be allocated or divided in any manner as between the Residents, and there will be no limit on the number of Residents of any given Rental Unit that may apply to be Partner Users at any given time (subject to the overall limit on the number of Partner Users set out in section 5.1).
- 4.3 The parties agree that the Residents will not automatically become Modo Members and must apply to join Modo and meet Modo's membership requirements in order to be eligible to use the Shared Vehicle and participate in the Carsharing Program.

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- 4.4 The Membership Holder agrees on behalf of the Residents that, upon assuming this Agreement, it will:
- (a) administer the Partnership Membership in accordance with the rules set out in Schedule C hereto (the “**Rules**”);
  - (b) use reasonable commercial efforts to make available to the Residents the Rules; and
  - (c) at all times retain ownership of the Subject Shares.
- 4.5 Every six (6) months during the Term (commencing within six (6) months after the Commencement Date), Modo will provide Developer in writing with the name of each Partner User.
- 4.6 Within thirty (30) days after receipt of the information, referred to in section 4.5, the Membership Holder will confirm to Modo in writing which Partner Users have, to the best of the applicable Membership Holder’s knowledge, ceased to be Residents, and Modo will cancel such Partner Users’ benefits of the Partnership Membership and such former Residents will cease to be Partner Users.

#### **ARTICLE 5 - BENEFITS AND OBLIGATIONS OF MODO**

- 5.1 Modo agrees that the Partnership Membership will allow up to a maximum number of Residents to be Partner Users at any given time, such maximum number to be equal to the Project Fee paid hereunder at such given time divided by \$500, rounded down to the closest whole number. For greater certainty, once the foregoing number of Partner Users has been reached, no other Resident may become a Partner User unless an existing Partner User ceases to be a Partner User.
- 5.2 Any number of Residents of any given Rental Unit may apply to Modo to become Partner Users, and each such Resident who becomes a Partner User will count as a separate Partner User for the purposes of the limit set out in section 5.1.
- 5.3 Modo covenants and agrees that the Partnership Membership will grant Partner Users the benefit of usage of Modo vehicles at the same usage rates as shareholders of Modo but without voting rights.
- 5.4 Modo will use the Project Fee, less the amount required to purchase the Subject Shares, toward the ownership costs of one (1) new four-wheeled automobile with electric motorization, provided that Modo may temporarily use new four-wheeled automobile with internal combustion engine as the Shared Vehicle if Modo is unable to procure and deliver a new four-wheeled automobile with electric motorization within the time period set out in the deployment sequence of the Shared Vehicle (the “**Shared Vehicle Deployment Sequence**”) as set out in Schedule D hereto. In the event that Modo is temporarily using a four-wheeled



- automobile with internal combustion engine as the Shared Vehicle, Modo will use reasonable commercial efforts to replace such automobile with a new four-wheeled automobile with electric motorization as soon as possible after the Commencement Date at no additional cost to Developer.
- 5.5 Forthwith upon the purchase of the Shared Vehicle, Modo will provide Developer with a copy of the Shared Vehicle's registration evidencing that the Shared Vehicle is registered in the name of Modo together with proof of insurance.
  - 5.6 Modo will deliver the Shared Vehicle to the Shared Vehicle Parking Space and will make the Shared Vehicle available for use by Modo Members in accordance with the terms of this Agreement and pursuant to the Shared Vehicle Deployment Sequence.
  - 5.7 In the event that the Occupancy Permit is not issued within thirty (30) days after the Estimated Occupancy Date, Modo reserves the right to park the Shared Vehicle at another location suitable for its use within the Carsharing Program and make it available for use by Modo Members, provided always that Modo will deliver the Shared Vehicle to the Shared Vehicle Parking Space by no later than the date(s) set out in the Shared Vehicle Deployment Sequence.
  - 5.8 Modo agrees to provide the Shared Vehicle for the use of Modo Members and to cause the Shared Vehicle to be parked in the Shared Vehicle Parking Space at all times when not in use by a Modo Member and when not being repaired or serviced.
  - 5.9 Modo will be the sole provider of the Carsharing Program in respect of the Shared Vehicle during the Term.
  - 5.10 Modo and Developer agree that Modo will not be responsible for any costs related to the use of and access to the Shared Vehicle Parking Space during the Term, including, without limitation, the maintenance of the Shared Vehicle Parking Space.
  - 5.11 Notwithstanding the foregoing, Modo must promptly and at its own expense clean up any oil or other substance which spills or leaks from a Shared Vehicle into or onto any part of the Development, failing which Developer may clean up such spill or leak, and Modo will, forthwith on demand reimburse Developer for the cost thereof.
  - 5.12 Modo will at its sole expense provide Developer with appropriate signage for the Shared Vehicle Parking Space.
  - 5.13 Modo will be solely responsible for providing and paying for the Services, including but not limited to the operation, administration, maintenance, repair, replacement and insurance costs in respect of the Shared Vehicle and the Carsharing Program in a prudent manner. If the Shared Vehicle is damaged



beyond repair during the Shared Vehicle Minimum Term, then Modo will promptly replace such Shared Vehicle with a vehicle of at least equivalent value and function and such replacement vehicle will constitute the Shared Vehicle for all purposes hereunder.

- 5.14 Modo acknowledges and agrees that Developer and the Membership Holder will not be responsible for any costs associated with the Shared Vehicle, the Carsharing Program or the Services, including, without limitation, any applicable taxes or delivery fees in respect of the purchase of the Shared Vehicle or any user or membership fees of any of the Residents, other than the payment of the Project Fee and the maintenance, use of and access to the Shared Vehicle Parking Space and EV Station.
- 5.15 Modo will reimburse Developer the amount paid by Developer for the electricity withdrawn from the EV Station, based on data logs and reports from the EV Station. The reimbursement will be made in arrears on a yearly basis, starting on the Commencement Date or such other date as may be agreed upon by Developer and Modo.
- 5.16 Modo reserves the right to temporarily relocate the Shared Vehicle parked from the Shared Vehicle Parking Space if the Shared Vehicle Parking Space cannot be used as contemplated in section 3.1 or 3.2 and for a duration greater than twenty-four (24) consecutive hours, provided that once the Shared Vehicle Parking Space is available for use as contemplated in sections 3.1 and 3.2, Modo will promptly return the Shared Vehicle back to the Shared Vehicle Parking Space.
- 5.17 Modo reserves the right to temporarily relocate the Shared Vehicle parked in the Shared Vehicle Parking Space if the EV Station cannot be used as contemplated in section 3.4 for a duration greater than twenty-four (24) consecutive hours, provided that once the EV Station is available for use as contemplated in section 3.4, Modo will promptly return the Shared Vehicle back to the Shared Vehicle Parking Space.
- 5.18 Modo will provide orientation to all Residents wishing to participate in the Carsharing Program.
- 5.19 Modo will provide Developer with marketing materials to promote participation in the Services to Residents and prospective residents of the Development.
- 5.20 Modo confirms and agrees that, in accordance with Modo's membership documentation, each Resident will be individually responsible for any and all actions, causes of action, costs or claims of whatsoever type or nature levied or made by Modo or by any other person as a result of or in connection with such Resident's participation in the Services or otherwise arising from the Subject Shares of, or membership in, Modo held by the Membership Holder or its affiliates, subsidiaries, successors or assigns.

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- 5.21 Modo represents and warrants that there are no other obligations associated with the holding of the Subject Shares by the Membership Holder beyond those which are contemplated in this Agreement, in the Rules, or at law.

## ARTICLE 6 - MARKETING AND ASSESSMENT

- 6.1 Modo acknowledges that the Rental Units will be occupied by Residents that will change over time.
- 6.2 Modo will establish a marketing program (the “**Marketing Program**”) where Modo will, within fifteen (15) days following the Commencement Date, credit \$100 of driving credits (“**Driving Credits**”) to the Modo account of each Resident who becomes a Modo Member for the first time, which Driving Credits will only be applied to fees for usage of Modo vehicles, for the duration of the Term.
- 6.3 Throughout the duration of the leasing and occupancy phases of the Development, Developer agrees to communicate the benefits of the Carsharing Program to prospective residents and Residents. This will be done through Developer’s existing communications channels such as email, website, collateral, leasing agents and property managers, with the intent to raise awareness and usage of the Services, and with the information and materials in support provided by Modo, including:
- (a) a short description of Modo, the Services, the Driving Credits and the Partnership Membership on the Development’s website (if applicable);
  - (b) to the extent permitted by law, a direct email or mail to the Residents shortly after such Residents have moved into the Development, with a link to a dedicated “welcome” page on Modo’s website;
  - (c) to the extent permitted by law, a follow up direct email or mail to the Residents six (6) months after first occupation of the Development, with a link to a dedicated “welcome” page on Modo’s website; and
  - (d) a small notice (sticker or poster) in a prominent location (i.e. elevator, community room), providing a short description of the Services, the Driving Credits and the Partnership Membership.
- 6.4 From the date of this Agreement until the termination of this Agreement, Developer and Modo will allow use of each other’s graphics in advertising and promotional activities conducted by either party. Such use of graphics must be in a manner whereby the graphics remain in their original form and each party will use the most recent version of the other party’s graphics (as approved by each party in writing).
- 6.5 Developer and Modo will only use each other’s wordmarks, logos or trade names pursuant to section 6.4 solely in connection with activities relating to the

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Development. Any other use must receive the prior written approval of each party (by mail or electronic mail).

- 6.6 The Membership Holder will permit Modo to assess, not more than once a year, the impacts of its Services by facilitating the administration of assessment measures including, but not limited to (and to the extent permitted by law), the distribution of emails, surveys and questionnaires for the Residents relative to the Services, provided that the Residents, in their sole discretion, may elect not to participate in any such assessment measures.

### **ARTICLE 7 - SECURITY INTEREST**

- 7.1 Subject to receipt of the Project Fee, Modo agrees to grant to Developer a security interest in the Shared Vehicle and to execute and deliver to Developer a security agreement in substantially the form attached as Schedule E hereto.
- 7.2 Modo acknowledges and agrees that Developer may register a security interest in the Shared Vehicle for a term equal to the Shared Vehicle Minimum Term in the British Columbia Personal Property Registry.

### **ARTICLE 8 - NO FIXED TERM**

- 8.1 The term (the “**Term**”) will commence on the date this Agreement is executed by the parties. This Agreement will not have a fixed term and will continue in full force and effect until terminated in accordance with the terms hereof provided that Modo agrees to provide the Services for a minimum term equal to the Shared Vehicle Minimum Term.

### **ARTICLE 9 - MUTUAL REPRESENTATIONS**

- 9.1 Each party represents and warrants to the other that:
- (a) it is an entity duly organized and validly existing under the laws of its jurisdiction of organization or incorporation;
  - (b) it has the requisite power and authority to enter into this Agreement and to carry out its obligations under this Agreement; and
  - (c) such party’s obligations under this Agreement constitute legal, valid and binding obligations, enforceable against such party in accordance with the terms herein.

### **ARTICLE 10 - TERMINATION AND AMENDMENT**

- 10.1 Developer and Modo agree that, if after execution of this Agreement, Developer does not receive approval for a development permit, a building permit or any other permit necessary to construct and complete the Development from the Municipality then Developer will give notice of same and thereafter this





Agreement will terminate and both parties will be relieved of their obligations herein, except as expressly set out herein.

- 10.2 No amendment, addition, deletion or other modification to this Agreement will be effective unless in writing and signed by each party.
- 10.3 During the Shared Vehicle Minimum Term, this Agreement may not be amended or terminated without the prior written consent of the General Manager of Engineering Services of the Municipality.
- 10.4 Notwithstanding sections 10.2 and 10.3, Modo reserves the right to make reasonable amendments to the rules governing the Membership Shares and ownership of the Subject Shares as set out in Schedule C, so long as such changes apply equally to all Residents. Upon any amendments, Modo will immediately notify the Membership Holder, following which the Membership Holder will notify the Residents of such amendments.
- 10.5 Developer and Modo agree that, if the usage of the Shared Vehicle falls below Sustainable Usage Levels, and only after the Shared Vehicle Minimum Term has expired, Modo may exercise its right, in its sole discretion, to: (i) replace the Shared Vehicle with any vehicle of Modo's choice, or (ii) relocate the Shared Vehicle from the Shared Vehicle Parking Space, in each case so as to ensure that the terms of the Agreement are not oppressive to Modo or its members.
- 10.6 In the event of relocation of the Shared Vehicle pursuant to section 10.5, then the Shared Vehicle Parking Space will no longer need to be made available to Modo and sections 3.1 to 3.4, 3.5, 5.8, 5.9, 5.12 and 5.15 will cease to apply, and Modo will not be obligated hereunder to provide the Services or make the Shared Vehicle available for use of Residents, but, for greater certainty, the Partnership Membership will continue in effect. For the avoidance of doubt, in the event of a replacement of the Shared Vehicle pursuant to section 10.5, this section 10.6 will not apply.
- 10.7 If the Development is destroyed and not rebuilt in a form substantially similar to the original buildings, either of the parties may terminate this Agreement and in such case Modo will cancel the Subject Shares held by the Membership Holder, and the Membership Holder will not be entitled to a refund of the purchase price paid for the Subject Shares or any part thereof.
- 10.8 Either party will have the right to terminate this Agreement forthwith on the dissolution, winding up or bankruptcy of the other party.

#### **ARTICLE 11 - DEFAULT**

- 11.1 A party claiming default under the terms of this Agreement must provide the defaulting party with written notice of the default. If the defaulting party fails to correct the default within thirty (30) days of receipt of such written notice, the

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party claiming default may deliver notice of dispute in accordance with section 12.1(a) and proceed with the dispute resolution procedures provided for in ARTICLE 12 -.

## ARTICLE 12 - DISPUTE RESOLUTION

- 12.1 If a dispute arises between the parties in connection with this Agreement, then Developer and Modo agree to use the following procedure to resolve the dispute:
- (a) the party initiating the dispute will send a notice of dispute in writing to the other party which notice will contain the particulars of the matter in dispute and the relevant provisions of this Agreement and the responding party will send a notice of reply in writing to the other party to the dispute within ten (10) days after receipt of the notice of dispute, setting out particulars of its response and any relevant provisions of the Agreement;
  - (b) if the dispute remains unresolved for thirty (30) days after a notice of dispute has been issued as per section 12.1(a), or if a default is not cured within thirty (30) days after either party notifies the other of such default, the parties will agree upon and appoint a Mediator for the purpose of mediating such dispute. The appointment of the Mediator will be carried out in accordance with the terms and conditions of an agreement to be entered into between the parties and the Mediator which will set out the terms of reference for the engagement of the Mediator. The Mediator will conduct a non-binding mediation of the dispute according to the rules and procedures as determined by the Mediator. If the parties fail or neglect to agree upon a Mediator within ten (10) days following the end of the relevant 30-day period referred above, the dispute will be resolved by an Arbitrator (as defined below) in accordance with section 12.1(d). No individual with any direct or indirect interest in the subject matter of this Agreement or any direct or indirect interest in the parties to this Agreement may be appointed as a Mediator;
  - (c) if the dispute has not been resolved within ten (10) days after the Mediator has been appointed under section 12.1(b), or within such further period agreed to by the parties, the Mediator will terminate the mediated negotiations by giving notice in writing to both parties;
  - (d) except for claims for injunctive relief, all claims and disputes between the parties to this Agreement arising out of or relating to this Agreement which are not resolved by the Mediator in accordance with section 12.1, will be decided by final and binding arbitration before a single arbitrator (the "**Arbitrator**") in accordance with the *Arbitration Act* (British Columbia). The parties will agree upon the Arbitrator within fifteen (15) days of the Mediator terminating the mediated negotiations. Failing such agreement between the parties, such Arbitrator will be finally chosen by reference to a Judge of the Supreme Court of British Columbia. The Arbitrator will not have any direct

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or indirect interest in the subject matter of the Development or any direct or indirect interest in either party of subsidiaries of the parties to this Agreement. No arbitration arising out of or relating to this Agreement will include, by consolidation or joinder or in any other manner, an additional person not a party to this Agreement, except by written consent containing specific reference to this Agreement and signed by each party and any other person sought to be joined. This provision will be specifically enforceable in any Court of competent jurisdiction;

- (e) the parties covenant and agree that the Arbitrator appointed hereunder will have the power to, among other things, specifically declare that a party to this Agreement is in default of the terms of the Agreement and, in appropriate circumstances, declare that the Agreement is terminated and award damages for breach of contract or otherwise;
  - (f) an award or order rendered by the Arbitrator will be final and binding upon the parties, and judgment may be entered upon it in accordance with applicable law in any Court having jurisdiction within the Province of British Columbia;
  - (g) unless otherwise agreed in writing by the parties, the parties will continue to meet their obligations under this Agreement while the mediation and arbitration processes are continuing; and
  - (h) the parties will each bear their own costs in connection with the foregoing and all costs of any mediation or arbitration (including the cost of the Mediator and the Arbitrator) will be shared equally by the parties.
- 12.2 The dispute resolution provisions of section 12.1 will survive termination of this Agreement in respect of any dispute resolution process that is commenced under section 12.1 prior to the date of termination.

### **ARTICLE 13 - NOTICES**

- 13.1 Notices under this Agreement will be given in writing by personal delivery or by email to the following addresses or electronic mail addresses set out below:
- (a) Developer: Kulwant Sangha
    - 940 Glasgow Place, Kamloops, B.C. V1S 1L2
    - kamloopsalpine@hotmail.com
  - (b) Modo
    - 200 – 470 Granville Street, Vancouver, BC, V6C 1V5
    - Email: info@Modo.coop



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- 13.2 All notices will be deemed to have been delivered on the date of delivery, if delivered, and on the next business day following, if emailed.
- 13.3 Addresses for notices may be amended by written notice from one party to the other.

#### **ARTICLE 14 - ASSIGNMENT**

- 14.1 Neither party will transfer or assign this Agreement to any other party without the prior written consent of the parties to this Agreement, which consent will not be unreasonably withheld.

#### **ARTICLE 15 - INDEMNITY**

- 15.1 Each party agrees to indemnify and save harmless the other party from and against all losses, costs, damages, suits, actions, causes of action, claims or demands in any way resulting from, connected with or arising out of the first party's breach of its obligations under this Agreement. This section 15.1 will survive the termination of the Agreement.

#### **ARTICLE 16 - GENERAL**

- 16.1 Nothing in this Agreement nor the acts of the parties will be construed, implied or deemed to create an agency, partnership or joint venture relationship between the parties. Neither party has the right or authority to, and will not, assume or create any obligation of any nature whatsoever on behalf of the other party or bind the other party in any respect whatsoever.
- 16.2 This Agreement constitutes the entire agreement between the parties with respect to the subject-matter hereof and cancels and supersedes any prior understandings and agreements between the parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties other than as expressly set forth in this Agreement.
- 16.3 Any provision of this Agreement that is or becomes unenforceable will be unenforceable to the extent of such unenforceability without invalidating the remaining provisions hereof.
- 16.4 Any waiver or consent will be effective only in the instance and for the purpose for which it is given. No failure or delay on the part of either party in exercising any right, power or privilege under this Agreement will constitute a waiver thereof nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise thereof or the exercise of any other right, power or privilege.

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- 16.5 This Agreement will enure to the benefit of and be binding upon the parties and their heirs, executors, administrators, personal representatives, respective successors and permitted assigns.
- 16.6 The parties will at all times do, execute, acknowledge and deliver such acts, deeds, agreements and other instruments as may be reasonably necessary or desirable to give full force and effect to the terms of this Agreement.
- 16.7 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia, and the federal laws of Canada applicable therein and each party irrevocably attorns to the exclusive jurisdiction of the courts of the Province of British Columbia.
- 16.8 This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile or electronic means will be equally effective as delivery of a manually executed counterpart thereof.

***[Remainder of page intentionally left blank; signature page to follow.]***

**IN WITNESS WHEREOF** the parties have executed this Agreement as of the date first written above.

**By Modo:**

**MODO CO-OPERATIVE**, by its authorized signatory

By: DocuSigned by:  
*Patrick Nangle*  
2F246ABBE3DE4DB  
Name: Patrick Nangle  
Title: CEO

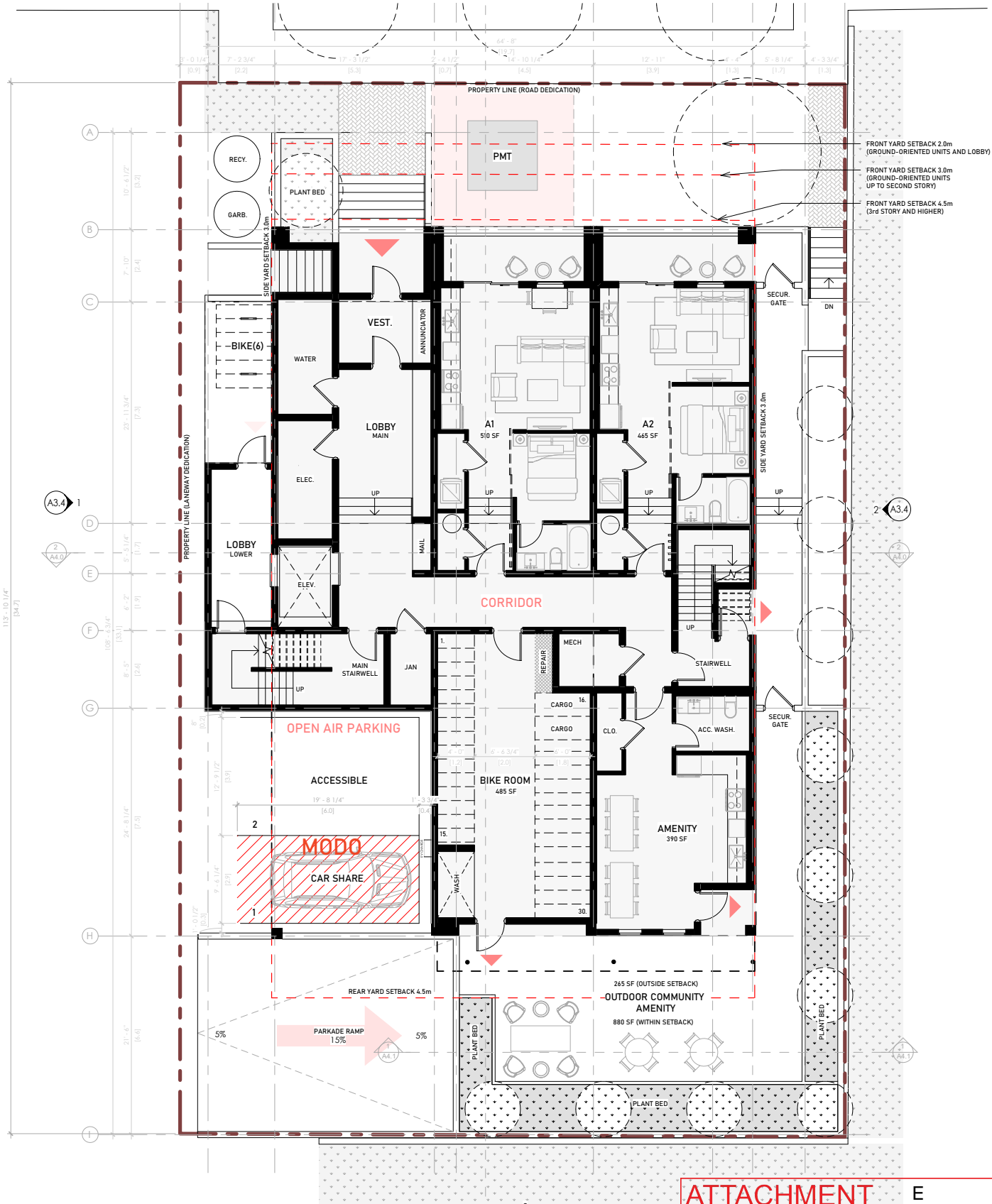


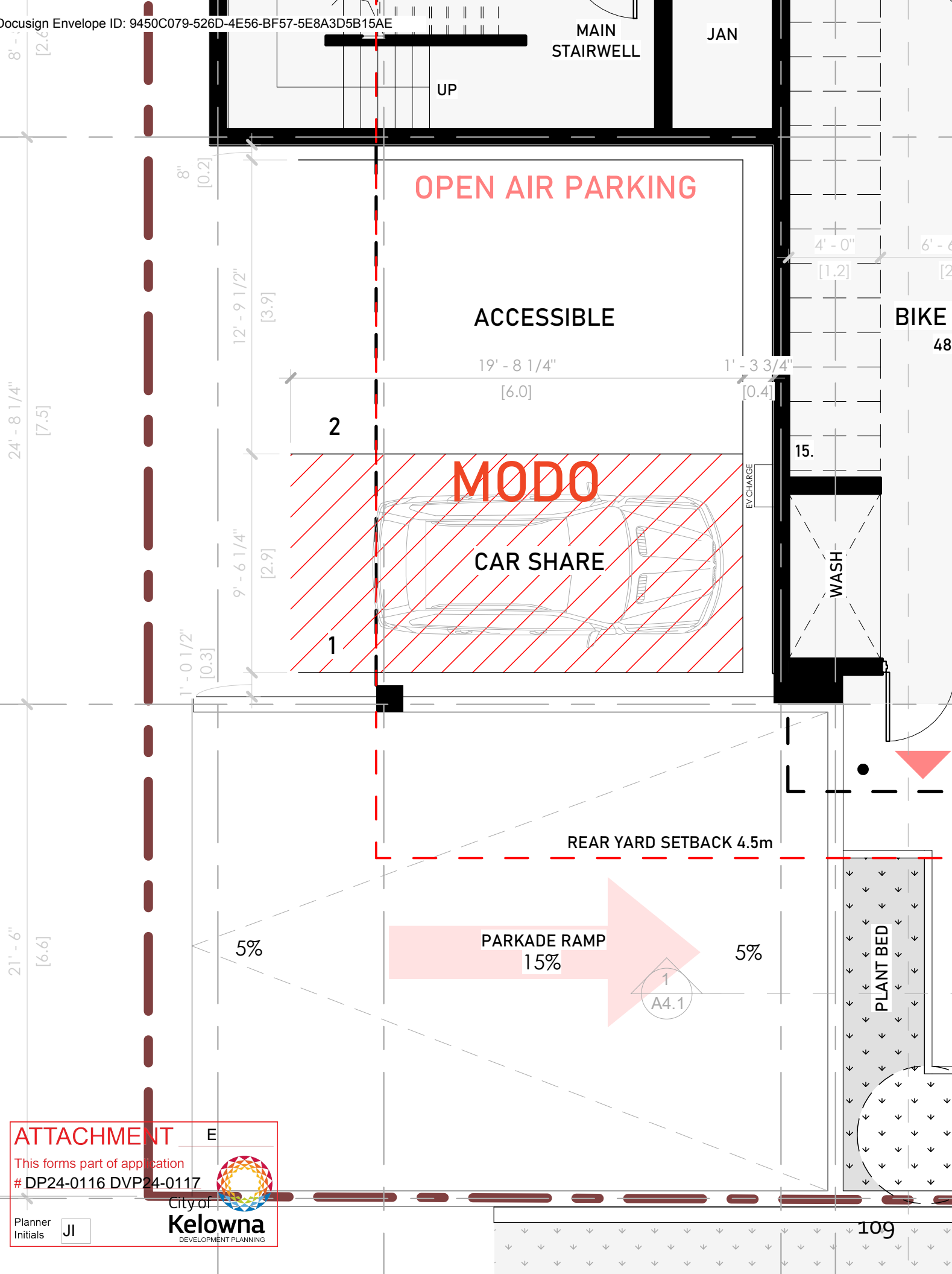
By 1288384 B.C LTD

*Kulwant Sangha*, by its authorized signatory

By: KULWANT SANGHA  
Name:  
Title: (OWNER)







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City of  
**Kelowna**  
DEVELOPMENT PLANNING

Planner  
Initials

Jl



## **SCHEDULE B CONSTRUCTION STANDARDS FOR SHARED VEHICLE PARKING SPACE**

The Shared Vehicle Parking Space shall be constructed to the satisfaction of the General Manager of Engineering Services and the Chief Building Official of the municipality where the Shared Vehicle Parking Space is being constructed, and in accordance with the following specifications and requirements:

### **1. General**

The Shared Vehicle Parking Space shall be constructed, finished and designated in accordance with applicable municipal building permits, by-laws, policies and guidelines, including the municipal standards as required by the Parking By-law and Building By-law applying to the property upon which the Shared Vehicle Parking Space is being constructed.

### **2. Dimensions**

The Shared Vehicle Parking Space dimensions shall be standardized:

- The minimum height shall be 2.0 meters.
- The minimum width shall be 2.9 meters.
- The minimum length shall be 5.5 meters.

Tandem parking shall not be permitted. Perpendicular and angle parking shall be preferred.

Where one side of a Shared Vehicle Parking Space abuts any portion of a fence or structure, there shall be a horizontal clearance of at least 30 centimetres between such side of the Shared Vehicle Parking Space and the said fence or structure.

### **3. Location**

It is preferred to locate the Shared Vehicle Parking Space at either street level or lane level. If locating the Shared Vehicle Parking Space at street level or lane level is not feasible, the Shared Vehicle Parking Space shall be located at the parking level of the parkade closest to the street level, second only in selection to the siting of disability parking spaces.

If the Shared Vehicle Parking Space is located underground or above ground, the location of the Shared Vehicle Parking Space will be chosen to ensure the greatest possible visibility of the space and most convenient access to the building, second only in selection to the siting of disability parking spaces.

When several Shared Vehicle Parking Spaces are provided, the spaces shall be located next to each other or in close proximity.

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#### 4. Access

Permitted users of the Shared Vehicle to be parked on the Shared Vehicle Parking Space must have the ability to access the Shared Vehicle Parking Space 24 hours a day, 7 days a week.

The procedure for permitted users to self-access the Shared Vehicle Parking Space by foot when the Shared Vehicle Parking Space is located in a gated parkade shall consist in typing a code on a keypad or swiping a key fob on a fob reader. The procedure shall be simple and consistent to prevent access disruption.

In the event that a keypad is being used to provide access to the Shared Vehicle Parking Space, it should be possible to change the code of the keypad over time.

The procedure for permitted users to depart from and return to the parkade with a Shared Vehicle when the Shared Vehicle Parking Space for the Shared Vehicle is located in a gated parkade shall consist in typing a code on a keypad or swiping a key fob on a fob reader or using a remote control. The procedure shall not require for the permitted users to step out of the Shared Vehicle to perform the procedure.

In the event that remote controls are being used for permitted users to depart from and return to the parkade with a Shared Vehicle, Modo shall be provided with one more remote control than the number of Shared Vehicles to be parked in the parkade.

The location of the Shared Vehicle Parking Space and procedure to access the Shared Vehicle Parking Space in a gated parkade shall be designed to mitigate potential security concerns from users of the parkade.

#### 5. Maneuverability

The location of the Shared Vehicle Parking Space will be chosen to ensure the Shared Vehicle can be parked in the Shared Vehicle Parking Space driving forward with an angle of approach between 0° and 90°.

An angle of approach to park the Shared Vehicle in the Shared Vehicle Parking Space between 90° and 180° or the need to park the Shared Vehicle in reverse shall not be permitted.

The location of the Shared Vehicle Parking Space shall not require a maneuver more complex than a three-point turn to drive the Shared Vehicle out of the Shared Vehicle Parking Space.

If the Shared Vehicle Parking Space is located in a parkade with an entry/exit ramp, the location of the Shared Vehicle Parking Space shall not require for the Shared Vehicle to be driven in reverse to exit the parkade.





## 6. Signage

The Shared Vehicle Parking Space shall be clearly designated with signage and pavement markings.

Clear, visible and legible signs shall be placed directing users of the Shared Vehicle to the location of the Shared Vehicle Parking Space, indicating which parking space is the Shared Vehicle Parking Space and marking it as being reserved for the exclusive purpose of parking a Shared Vehicle.

A symbol (similar to that approved for a disability space) shall be stamped/painted on the Shared Vehicle Parking Space.

## 7. Lighting

The Shared Vehicle Parking Stall shall be illuminated to the satisfaction of the General Manager of Engineering Services of the municipality where the Shared Vehicle Parking Space is being constructed with:

- average illumination levels of 11 Lux with a uniformity ratio (average level to minimum level) of 3:1;
- luminaires situated in such a way so as not to directly throw light onto streets, lanes, or adjacent properties; and
- a photocell or equivalent switch that will activate the lighting system when ambient light levels are 11 Lux or less.

## 8. Connectivity

Sufficient 3G and/or 4G LTE cellular network reception signal of the cellular network used for the operation of the Shared Vehicle shall be supplied at the Shared Vehicle Parking Space to ensure the reliable operation of the Shared Vehicle service, with:

- a Received Signal Strength Indicator (RSSI) for 3G cellular network superior to -86 dBm; and
- a Reference Signal Received Power (RSRP) for 4G LTE cellular network superior to -106 dBm.

## 9. Electric Vehicle charging infrastructure

The Vehicle Parking Space shall be provided with an EV Station (as defined below) featuring:

- an RFID card reader to enable/disable power distribution, which card reader must be programmable to authorize a defined set of RFID cards; and

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- b. networking/telematic capabilities for which the adequate administration credentials/rights have been granted to Modo, allowing Modo to remotely monitor equipment status and collect utilization data.

EV Station means a 40 amp (minimum), 208-volt, single phase Level 2 electric vehicle charging level (as defined by SAE International's J1772 standard) charging outlet capable of charging an electric vehicle and includes all wiring, electrical transformer and other electrical equipment necessary to supply the required electricity for such outlet, and mechanical ventilation modifications, all of which is to be provided, installed, maintained and replaced by Developer, at Developer's sole cost and to be used for the sole purpose of supplying electricity to the Shared Vehicle Parking Space.





## SCHEDULE C PARTNERSHIP MEMBERSHIP RULES

1. The following terms have the following meanings:
  - (a) **“Developer”** means the owner of the Development;
  - (b) **“Development”** means the residential rental development known as Lawson located at 1021 Lawson Avenue. Kelowna, British Columbia.;
  - (c) **“Membership Holder”** means Developer;
  - (d) **“Modo”** means Modo Co-operative; and
  - (e) **“Residents”** means, collectively, residents of the Development, and each such resident is referred to herein as a **“Resident”**.
2. The Membership Holder has entered into an agreement (the **“Co-operative Carsharing Agreement”**) with Modo pursuant to which Modo granted to the Membership Holder a Modo partnership membership ( the “Membership”) by issuing to the Membership Holder a certain number of membership shares in Modo (the **“Modo Shares”**) for the benefit of Residents, as set out in the Co-operative Carsharing Agreement, so Residents can benefit from Modo membership privileges without the need to themselves pay Modo membership fees.
3. The Membership Holder will be the legal owner of the Modo Shares, and a certain number of Residents, as further set out in the Co-operative Carsharing Agreement, may, on a continuing basis, enjoy the benefits of the Membership subject to meeting Modo’s eligibility requirements as set out on Modo’s website from time to time and as set out herein (the **“Membership Eligibility Criteria”**).
4. Residents who are granted the rights and benefits of the Membership from time to time (the **“Partner Users”** and, each a **“Partner User”**) will benefit from the same price plan for usage of Modo vehicles as other member shareholders of Modo but, for clarity, will not have any voting rights in respect of the Membership or Modo.
5. Any Resident may apply to become a Partner User, provided that membership privileges will be granted to applying and eligible Residents on a first-come, first-served basis.
6. In order for a Resident to become a Partner User, the Resident must submit to Modo, an application including (but not limited) to the following:
  - (a) the applicant Resident, if the holder of a driver’s licence issued in British Columbia, Canada, must prove current residency at the Development by

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Planner Initials <span style="border: 1px solid black; padding: 2px 5px;">JI</span>	 <b>City of Kelowna</b> <small>DEVELOPMENT PLANNING</small>

providing Modo with a copy of its current driver's records indicating their address within the Development;

- (b) the applicant Resident, if the holder of a driver's licence issued outside of British Columbia, Canada, must prove current residency at the Development by providing Modo with a copy of a bill indicating the name of the Resident and the Resident's address within the Development; and
  - (c) the applicant Resident, must provide contact information and such other information regarding the Resident as may be reasonably required by Modo for the purposes of determining if the Resident qualifies for the Membership Eligibility Criteria.
7. Each Partner User will be responsible for and will save the Membership Holder harmless from any and all liabilities incurred by the Membership Holder and any and all actions, causes of action, costs or claims of whatsoever type or nature levied or made against the Membership Holder by Modo or by any other person, to the extent resulting from such Partner User's participation in the Membership and except to the extent resulting from the negligence or willful misconduct of the Membership Holder.
  8. A Resident may only be a Partner User and may only exercise the rights and benefits of the Membership while such Resident meets the Membership Eligibility Criteria.
  9. If at any time Resident who is a Partner User ceases to meet the Membership Eligibility Criteria, then the Resident will cease to be a Partner User and may only reapply to be a Partner User when the Resident again meets the Membership Eligibility Criteria.
  10. Except as otherwise provided in these rules, a Partner User may only enjoy and exercise the benefits of the Membership while the Partner User is a Resident, and the benefits that a Partner User enjoys under the Membership may not under any circumstances be assigned, transferred or sold by the Partner User to any person.
  11. If a Partner User does not book a Modo vehicle at least once during a period of twelve (12) consecutive months, Modo may cancel such Partner User's participation in the Membership.
  12. The Modo Shares remain at all times in the name of the Membership Holder.
  13. Partner Users may only make use of Modo vehicles in accordance with the policies and rules of Modo.
  14. These rules will have no further force or effect upon termination of the Co-operative Carsharing Agreement.

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SCHEDULE D  
SHARED VEHICLE DEPLOYMENT SEQUENCE

Commencement of Shared Vehicle deployment	Conditions for deployment of the Shared Vehicle
Within seven (7) days after the Commencement Date.	<ul style="list-style-type: none"><li>• The Project Fee has been paid to Modo at least 60 days prior to the Estimated Occupancy Date as per section 2.1 of this Agreement;</li><li>• The Shared Vehicle Parking Space is available for use by Modo as contemplated in sections 3.1 and 3.2 of this Agreement; and</li><li>• The EV Station is available for use by Modo as contemplated in section 3.4 this Agreement.</li></ul>

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City of Kelowna

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## SCHEDULE E SECURITY AGREEMENT

BY:

**MODO CO-OPERATIVE**

200 - 470 Granville Street

Vancouver, BC

V6C 1V5

(the “**Grantor**”)

**IN FAVOUR OF:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(the “**Secured Party**”)

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**WHEREAS:**

A. The Secured Party has financed the acquisition by the Grantor of the following vehicle:

Make/Model: \_\_\_\_\_

Vehicle Identification Number: \_\_\_\_\_

(the “**Shared Vehicle**”); and

B. The Grantor has agreed to deliver this Agreement to create security over the interest it has in the Shared Vehicle for the benefit of the Secured Party.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the premises and the covenants and agreements herein contained the Grantor and the Secured Party hereby agree as follows:

1. **Security Interest in the Shared Vehicle.** As security for the performance by the Grantor of its obligations set forth in the Co-operative Carsharing Agreement attached hereto (the “**Co-op Car Agreement**”), the Grantor grants to the Secured Party a security interest (the “**Security Interest**”) in all of its present and future right, title and interest in and to the Shared Vehicle.
2. **Grant of Security Interest in Proceeds of Collateral.** The Grantor also grants the Secured Party a security interest in the proceeds derived directly or indirectly from any dealing with the Shared Vehicle, including but not limited to, accounts receivable, bills of exchange, insurance proceeds, chattel paper, intangibles, motor vehicles, and all other after acquired property constituting proceeds. The Grantor acknowledges that the Security Interest hereby created attaches upon the execution of this Security Agreement, that the value has been given and that the Grantor has rights in the Shared Vehicle.
3. **Use and Location of the Shared Vehicle.** The Grantor will not sell, lease or otherwise dispose of the Shared Vehicle without the prior written consent of the Secured Party and



the Grantor will keep the Shared Vehicle in good condition, reasonable wear and tear excepted.

4. **No Liens on Shared Vehicle.** The Grantor will not permit any lien, charge, encumbrance or security interest (each, a "Lien") to attach to the Shared Vehicle which ranks prior to or equal with or could in any event rank prior to the equal with the rank of the Security Interest. The Grantor will not enter into any agreement with any person which would obtain prior or equal rank for any Lien over the rank of the 'Security Interest'.
5. **Name of Grantor.** The Grantor covenants not to change its name without giving fifteen (15) days' prior written notice to the Secured Party (so as to enable the Secured Party to amend its registration in respect of this Agreement and protect its rights hereunder).
6. **Default.** It will be a "Default" under this Agreement if:
  - (a) the Grantor breaches or fails to perform any of the terms, conditions, obligations or covenants to be observed and performed by the Grantor under the Co-op Car Agreement, and persists in such failure or breach after thirty (30) days' notice by the Secured Party requiring that the Grantor remedy such failure or breach,
  - (b) the Grantor commits an act of bankruptcy or becomes insolvent or files a proposal or a notice of intention to file a proposal,
  - (c) an assignment for the benefit of creditors under applicable bankruptcy or similar legislation is made or a petition is filed,
  - (d) an order is made, a resolution is passed, or any other step is taken for the bankruptcy, liquidation, dissolution or winding-up of the Grantor or for any arrangement or composition of its debts, or
  - (e) a receiver, receiver and manager or receiver-manager of the Grantor is appointed.
7. **Remedies.** The Security Interest is immediately enforceable, upon the occurrence of a Default, and the Secured Party, at its option, may exercise at any time following such Default any or all of the rights, remedies, privileges and powers available to it under this Agreement, the Personal Property Security Act (British Columbia) or any other applicable legislation. All rights, remedies, privileges and powers of the Secured Party hereunder are cumulative and no such right, remedy, privilege or power is exhaustive but is in addition to each other right, remedy, privilege and power of the Secured Party hereunder or under any other agreement, instrument or document now or hereafter existing at law or in equity or by statute.
8. **Costs of Enforcement.** The Grantor will be responsible for payment of all costs, charges and expenses (including legal costs on a solicitor and own client basis) of the Secured Party of and incidental to any proceeding taken to enforce the remedies of this Agreement.
9. **Loss, Injury or Destruction.** The loss, injury or destruction of the Shared Vehicle will not operate in any manner to release the Grantor from its obligations to the Secured Party under the Co-op Car Agreement.

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10. **Term.** The Security Interest granted hereunder will terminate and be of no further force and effect as of the expiry of the Shared Vehicle Minimum Term (as defined in the Co-Op Car Agreement) for the Shared Vehicle.
11. **Amendment.** This Agreement may be altered or amended only by an agreement in writing signed by the parties hereto.
12. **Binding Effect.** This Agreement will enure to the benefit of and be binding upon the heirs, executors, administrators, legal and personal representatives, successors and permitted assigns of the parties, as applicable.
13. **Governing Law.** This Agreement is governed by and will be construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.
14. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument.
15. **Execution by Electronic Means.** This Agreement may be executed by the Grantors and transmitted by facsimile or other electronic means, and when it is executed and transmitted this Agreement will be for all purposes as effective as if the Grantor had delivered an executed original Agreement.

**IN WITNESS WHEREOF** the Grantor has executed this Agreement on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

**MODO CO-OPERATIVE**, by its authorized signatory

By: \_\_\_\_\_  
Name:  
Title:

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# Proposal

**Location:** 1021 Lawson Avenue

**Application:** DP24-0116/DVP24--0117

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**Description:** A Development Permit for the form and character of a rental apartment building with 4 variances as follows:

- Soil Based Landscaping (front yard) - Proposing 85.9m<sup>2</sup> from the required 98.7m<sup>2</sup>
- Minimum # of Large Trees - 50% of trees are required to be large. 12.5% (1 of 8 trees on site – not including 3 Road Dedication zone trees) are to be large
- Side yard Setback (East) – Proposing 0.1m from 3.0m required. This is the sunken parkade which only raises 1.2m above grade – the living units do not trigger this reduction
- Side yard Setback (South) – Proposing 0.1m from 3.0m required. This is the sunken parkade which only raises 1.2m above grade – the living units do not trigger this reduction

Neighborhood concerns raised in the previous application (DP23-0042/DVP23-0043) were as follows:

- Lack of shadow casting considered
- Lack of provided parking
- Firefighting access on the east and south side of the building would be limited
- No greenspace or play areas provided
- Undesirable building elevations
- Too many units

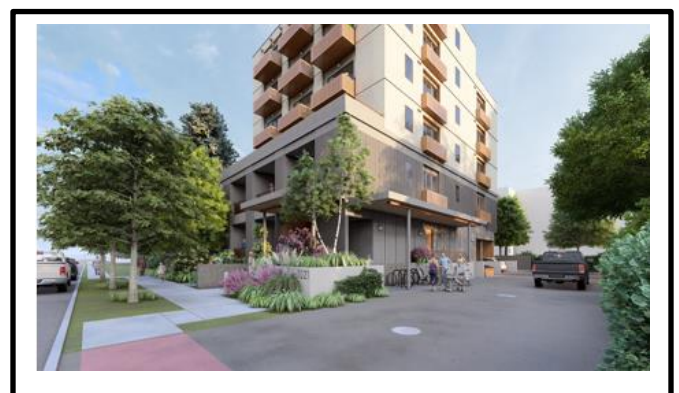
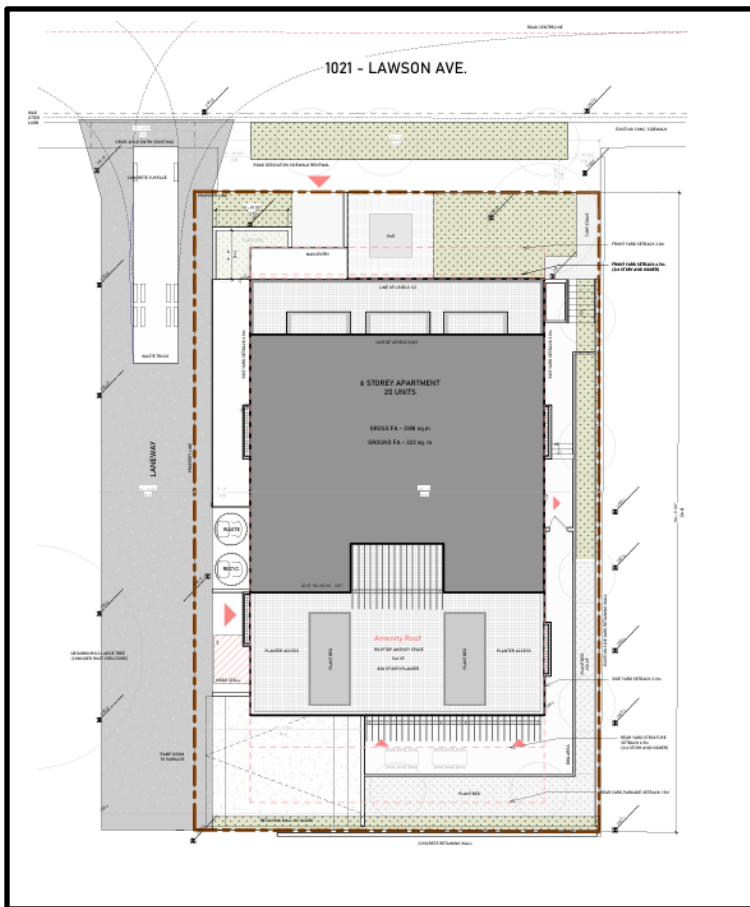
## How has this been addressed?

- The owner has opted to reduce the density by removing 2 units and with higher diversity of unit types planned to house families and individuals in our downtown neighbourhoods. There will be 15 full size parking stalls provided as well as a MODO car share on site. Long term bicycle storage in excess of the requirements is also provided.
- There is an increase of greenspace on the site. The front yard will host a large tree and ample space for smaller plants, flowers and bushes as well, a roadside garden provides space for grass and 3 trees. It is important to note that within very close proximity is Martin Park with a Boys and Girls Club on site, Lombardy, Knowles and Knox Mountain parks all easily accessible.
- The revised design has simplified the building form to provide a restrained material palette that addresses the street modestly. A more refined design which includes colorful perforated metal balconies for privacy, metal cladding on the lower floors with simplified details and well place canopies delineates a public/private response along Lawson Avenue. Parking is hidden in the sunken parkade allowing vehicle access off the existing laneway to reduce the impact of street parking.

## Contact/Feedback:

**Applicant**  
Paul Sangha  
[developmentfeedback@gmail.com](mailto:developmentfeedback@gmail.com)  
[kamloopsalpine@hotmail.com](mailto:kamloopsalpine@hotmail.com)  
250 717 7766

**City of Kelowna**  
Jason Issler, Planner  
[jissler@kelowna.ca](mailto:jissler@kelowna.ca)  
250 470 0659





## Public Consultation Summary Report

**Date of Completion:** April 21 – May 7, 2025

**Method:** Mailout/In Person - mixed

### Addresses Consulted:

102 1056 Bernard Ave V1Y8L7 <b>** Occupant **</b>
103 1056 Bernard Ave V1Y8L7 <b>** Occupant **</b>
104 1056 Bernard Ave V1Y8L7 <b>** Occupant **</b>
105 1056 Bernard Ave V1Y8L7 <b>** Occupant **</b>
106 1056 Bernard Ave V1Y8L7 <b>** Occupant **</b>
107 1056 Bernard Ave V1Y8L7 <b>** Occupant **</b>
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202 1056 Bernard Ave V1Y8L7 <b>** Occupant **</b>
203 1056 Bernard Ave V1Y8L7 <b>** Occupant **</b>
204 1056 Bernard Ave V1Y8L7 <b>** Occupant **</b>
205 1056 Bernard Ave V1Y8L7

**ATTACHMENT F**

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<b>** Occupant **</b>
206 1056 Bernard Ave V1Y8L7
<b>** Occupant **</b>
207 1056 Bernard Ave V1Y8L7
<b>** Occupant **</b>
208 1056 Bernard Ave V1Y8L7
<b>** Occupant **</b>
209 1056 Bernard Ave V1Y8L7
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301 1056 Bernard Ave V1Y8L7
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302 1056 Bernard Ave V1Y8L7
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<b>** Occupant **</b>

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This forms part of application		
# DP24-0116 DVP24-0117		
Planner Initials	JI	 <b>City of Kelowna</b> <small>DEVELOPMENT PLANNING</small>



314 1056 Bernard Ave V1Y8L7 <b>** Occupant **</b>
315 1056 Bernard Ave V1Y8L7 <b>** Occupant **</b>
316 1056 Bernard Ave V1Y8L7 <b>** Occupant **</b>
317 1056 Bernard Ave V1Y8L7 <b>** Occupant **</b>
318 1056 Bernard Ave V1Y8L7 <b>** Occupant **</b>
319 1056 Bernard Ave V1Y8L7 <b>** Occupant **</b>
320 1056 Bernard Ave V1Y8L7 <b>** Occupant **</b>
1447 Graham St V1Y3A9 <b>** Occupant **</b>
1455 Graham St V1Y3A9 <b>** Occupant **</b>
1461 Graham St V1Y3A9 <b>** Occupant **</b>
1479 Graham St V1Y3B2 <b>** Occupant **</b>
1479 Graham St V1Y3B2 <b>** Occupant **</b>
101 1495 Graham St V1Y3B2 <b>** Occupant **</b>
102 1495 Graham St V1Y3B2 <b>** Occupant **</b>
103 1495 Graham St V1Y3B2 <b>** Occupant **</b>
104 1495 Graham St V1Y3B2 <b>** Occupant **</b>
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106 1495 Graham St V1Y3B2 <b>** Occupant **</b>
107 1495 Graham St V1Y3B2 <b>** Occupant **</b>
108 1495 Graham St V1Y3B2 <b>** Occupant **</b>
109 1495 Graham St V1Y3B2 <b>** Occupant **</b>
110 1495 Graham St V1Y3B2 <b>** Occupant **</b>
111 1495 Graham St V1Y3B2 <b>** Occupant **</b>
112 1495 Graham St V1Y3B2 <b>** Occupant **</b>
113 1495 Graham St V1Y3B2 <b>** Occupant **</b>
114 1495 Graham St V1Y3B2 <b>** Occupant **</b>

<b>ATTACHMENT</b>		<b>F</b>
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Planner Initials	Jl	 City of <b>Kelowna</b> <small>DEVELOPMENT PLANNING</small>

115 1495 Graham St V1Y3B2 <b>** Occupant **</b>
116 1495 Graham St V1Y3B2 <b>** Occupant **</b>
117 1495 Graham St V1Y3B2 <b>** Occupant **</b>
118 1495 Graham St V1Y3B2 <b>** Occupant **</b>
119 1495 Graham St V1Y3B2 <b>** Occupant **</b>
120 1495 Graham St V1Y3B2 <b>** Occupant **</b>
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122 1495 Graham St V1Y3B2 <b>** Occupant **</b>
123 1495 Graham St V1Y3B2 <b>** Occupant **</b>
124 1495 Graham St V1Y3B2 <b>** Occupant **</b>
301 1495 Graham St V1Y3B2 <b>** Occupant **</b>
302 1495 Graham St V1Y3B2 <b>** Occupant **</b>
303 1495 Graham St V1Y3B2 <b>** Occupant **</b>
304 1495 Graham St V1Y3B2 <b>** Occupant **</b>
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310 1495 Graham St V1Y3B2 <b>** Occupant **</b>
311 1495 Graham St V1Y3B2 <b>** Occupant **</b>
401 1495 Graham St V1Y3B2 <b>** Occupant **</b>
402 1495 Graham St V1Y3B2 <b>** Occupant **</b>
404 1495 Graham St V1Y3B2 <b>** Occupant **</b>
405 1495 Graham St V1Y3B2 <b>** Occupant **</b>
406 1495 Graham St V1Y3B2 <b>** Occupant **</b>
407 1495 Graham St V1Y3B2 <b>** Occupant **</b>

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408 1495 Graham St V1Y3B2 <b>** Occupant **</b>
409 1495 Graham St V1Y3B2 <b>** Occupant **</b>
1011-1013 Lawson Ave V1Y6T3 <b>** Occupant **</b>
1021 Lawson Ave <b>** Occupant **</b>
1022 Lawson Ave V1Y6T4 <b>** Occupant **</b>
1036 Lawson Ave V1Y6T4 <b>** Occupant **</b>
1046 Lawson Ave V1Y6T4 <b>** Occupant **</b>
1052 Lawson Ave V1Y6T4 <b>** Occupant **</b>

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**Info Provided:**

See attached

**Feedback:**

One phone call from unidentified individual. Not happy with the density said that there are too many condos in the area as it is.

Owner of 1055 Lawson Avenue sent correspondence with concerns related to the lack of a laneway. We sent a plan showing the laneway. She was also concerned with the lack of width of Lawson Ave which we indicated that we were providing dedication. She seemed satisfied and appreciative of the explanation.

No other correspondence/calls were received.