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

# SCHEDULE "B" Revitalization Tax Exemption Agreement

THIS AGREEMENT dated for reference the 30 day of September 2019 is

#### **BETWEEN:**

#### MISSION GROUP HOLDINGS LTD

1000-1631 Dickson Avenue Kelowna, B.C. V1Y 0B5

(the "Owner")

#### AND:

#### CITY OF KELOWNA

1435 Water Street, Kelowna, B.C. V1Y 1J4

(the "City")

#### **GIVEN THAT:**

- A. The Owner is the registered owner in fee simple of lands in the City of Kelowna at 1471 St. Paul Street legally described as LOT A, District Lot 139, Osoyoos Division Yale District, Plan EPP81417 (the "Parcel");
- B. Council has established a revitalization tax exemption program and has included within the City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561 the designation of areas which include the Parcel as a revitalization area; and
- C. The Owner proposes to construct new improvements the Parcel as described in Appendix "A" attached to and forming part of this agreement (the "Project") and has applied to the City to take part in the revitalization tax exemption program in respect of the Project and the City has agreed to accept the Project under the program;

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

- 1. The Project the Owner will use its best efforts to ensure that the Project is constructed, maintained, operated and used in a fashion that will be consistent with and will foster the objectives of the revitalization tax exemption program, as outlined in the City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561. Without limiting the generality of the foregoing, the Owner covenants to use its best efforts to ensure that the Project will:
  - a. Include 25-storey concrete high-rise tower on St. Paul Street.
  - b. Include up to 178 residential units, including 1-bedroom, 1-bedroom with den, 2-bedroom, and 2-bedroom with den.

- c. Include up to 3 commercial retail units on ground floor of building.
- d. Floor area of residential to be 124,283.98 square feet and commercial to be 2,601.64 square feet.
- 2. **Operation and Maintenance of the Project** throughout the term of this agreement, the Owner shall operate, repair and maintain the Project and will keep the Project in a state of good repair as a prudent owner would do.
- 3. **Revitalization Amount** In this agreement, "Revitalization Amount" means the municipal portion of property tax calculated in relation to the increase in the assessed value of improvements on the Parcel resulting from the construction of the Project as described in section 1;
- 4. **Revitalization Tax Exemption** subject to fulfilment of the conditions set out in this agreement and in "City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561", the City shall issue a revitalization tax exemption certificate (the "Tax Exemption Certificate") to the British Columbia Assessment Authority entitling the Owner to a property tax exemption in respect of the property taxes due (not including local service taxes) in relation to the Revitalization Amount on the Parcel (the "Tax Exemption") for the calendar year(s) set out in the Tax Exemption Certificate.
- 5. **Conditions** the following conditions shall be fulfilled before the City will issue a Tax Exemption Certificate to the Owner in respect of the Project:
  - a. The Owner must complete or cause to be completed construction of the Project in a good and workmanlike fashion and in strict compliance with the building permit and the plans and specifications attached hereto as Appendix "A";
  - b. The completed Project must substantially satisfy the performance criteria set out in Appendix "B" hereto, as determined by the City's Development Planning Manager or designate, in their sole discretion, acting reasonably; and
  - c. The Owner must submit a copy of the Occupancy Permit and Title Certificate to the City of Kelowna's Revenue Branch within 48 months from the date the Agreement is executed by Council.
- 6. **Calculation of Revitalization Tax Exemption** the amount of the Tax Exemption shall be equal to 100% of the Revitalization Amount on the Parcel as per Tax Incentive Area 2.
  - a) For "Tax Incentive Area 2,"
    - i. 100% of the Revitalization Amount on the Parcel, for a project with a minimum floor area of 3,716 m² (40,000 sq. ft.);
    - ii. 75% of the Revitalization Amount on the Parcel which can be attributed to a residential land use, and/or 50% of the Revitalization Amount on the Parcel which can be attributed to a commercial land use, for a project with a minimum floor area of less than 3,716 m² (40,000 sq. ft.);
- 7. **Term of Tax Exemption** provided the requirements of this agreement, and of the City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561, are met the Tax Exemption shall be for 10 years after the BC Assessment Authority validates the Tax Exemption Certificate issued by the City of Kelowna's Revenue Branch.,

- 8. **Compliance with Laws** the Owner shall construct the Project and, at all times during the term of the Tax Exemption or any renewal term, use and occupy the Parcel and the Project in compliance with all statutes, laws, regulations and orders of any authority having jurisdiction and, without limiting the generality of the foregoing, all federal, provincial, or municipal laws or statutes or bylaws, including all the rules regulations policies guidelines criteria or the like made under or pursuant to any such laws.
- 9. **Effect of Stratification** if the Owner stratifies the Parcel under the Strata Property Act, then the Tax Exemption shall be prorated among the strata lots in accordance with the unit entitlement of each strata lot for:
  - a. the current and each subsequent tax year during the currency of this agreement if the strata plan is accepted for registration at the Land Title Office before May 1; or
  - b. for the next calendar year and each subsequent tax year during the currency of this agreement if the strata plan is accepted for registration at the Land Title Office after May 1;

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

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

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

No Refund – for greater certainty, under no circumstances will the Owner be entitled under the City's revitalization tax exemption program to any cash credit, any carry forward tax exemption credit or any refund for any property taxes paid.

- 13. **Notices** any notice or other writing required or permitted to be given hereunder or for the purposes hereof to any party shall be sufficiently given if delivered by hand or posted on the Parcel, or if sent by prepaid registered mail (Express Post) or if transmitted by facsimile to such party:
  - a. in the case of a notice to the City, at:

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

Attention: Revenue Department Email: revenue@kelowna.ca

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

Luke Turri 1000-1631 Dickson Avenue Kelowna, B.C. V1Y 0B5

Attention: Luke Turri Phone: 250-470-7617

Email: lturri@missiongroup.ca

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

- 14. **No Assignment** the Owner shall not assign its interest in this agreement except to a subsequent owner in fee simple of the Parcel.
- Severance if any portion of this agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this agreement.
- 16. **Interpretation** wherever the singular or masculine is used in this agreement, the same shall be construed as meaning the plural, the feminine or body corporate where the context or the parties thereto so require.
- 17. **Further Assurances** the parties hereto shall execute and do all such further deeds, acts, things and assurances that may be reasonably required to carry out the intent of this agreement.
- 18. **Waiver** waiver by the City of a default by the Owner shall be in writing and shall not be deemed to be a waiver of any subsequent or other default.
- 19. **Powers Preserved** this agreement does not:
  - a. Affect or limit the discretion, rights or powers of the City under any enactment or at common law, including in relation to the use or subdivision of the Parcel;
  - b. Affect or limit any enactment relating to the use or subdivision of the Parcel; or

- c. Relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Parcel and without limitation shall not confer directly or indirectly any exemption or right of set-off from development cost charges, connection charges, application fees, user fees or other rates, levies or charges payable under any bylaw of the City.
- 20. **Reference** every reference to each party is deemed to include the heirs, executors, administrators, personal representatives, successors, assigns, servants, employees, agents, contractors, officers, licensees and invitees of such party, wherever the context so requires or allows.
- **Enurement** this agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
- Any construction of a new improvement or alteration of an existing improvement as of this bylaw undertaken prior to the application for a Revitalization Tax Exemption will not be eligible for consideration
- 23. The maximum Revitalization Tax Exemption authorized under this Bylaw must not exceed the Revitalization Amount on the Property between:
  - a. the calendar year before the construction or alteration began, as outlined under Section 1 of this agreement; and
  - b. the calendar year in which the construction or alteration, as outlined under Section 1 of this agreement, is completed.
- The Property's assessed value of improvements must not be reduced below the amount assessed in the calendar year prior to construction or alteration, as a result of the Revitalization Tax Exemption.

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

Executed by the CITY OF KELOWNA by Its authorized signatories:	
Mayor	
City Clerk	
Executed by MISSION GROUP HOLDIN	GS LTD. by its Authorized signatories:

Name: Arpan Kandola (Witness)

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

Sheet Tille

Project Number 18004 Scale Steet Number

MISSION GROUP

CROUP

Interpretation

Interpre Date 20180403 20180427 20180423 20181003 20181105

Project Statistics

Re-Issue for BP	IFC - Below Gra	Issue for Constru					
20190118	20190312	20190510		Revisions			
		4					

8			
		200	
7			



MEGTS STORY			
	A Abbom Se ovver BC o V68 2X4	669.1926	19da be.co
A	Vance Canad	T 604	mbo @

The Brooklyn Tower 1471 St Paul Street Kelowna, B.C.

NSDA ARCHITECTS	201-134 Abbom St Vencouver BC Conada V68 2X4	T 604.669.1926 F 604.683.2241	info @ nyda.be.co w www.nyda.be.co

									aua		2 Bedroom + Den 0 9	178	_	215	1.3 per 100 m2 GFA 1.0 spaces per 7 dwelling umits		0.5 per dwellingunit	0.20 per 100m2 GLA	=
									nus o		900	6	27 9	37	6. 0.		0.5	0.2	
								CRUArea	Floor Plate minus core Floor Plate minus core		2 Bedroom 64 9	22	14 % to	52	Provided 4 stalls 27 184	215	Provided 115		132
	19, O.D.Y.D.					2522		Area (m2) 241.7	617.33 556.36	11783.06	1 Bedroom + Den 32 0	32	L03 37 14	52	= 3.9		80 <del>v</del>	0.51	
	8789; DISTRICT LOT 13					TOWER 3.07m (10.077) 10.05m (32.97) 13.38m (43.97) 5.88m (19.297)		Floor Plate			1 Bedroom 64 0	2	L02 37 14	52	Required 1.3 x 3 178 / 7		Required 178 x 0.5	0.2/100ms 0.6/100ms	16
lowna, BC	LOTS 27 Io 29, PLAN 800, LOT A, PLAN 18789; AND LOTS 2 AND 3, PLAN 2127; ALL OF DISTRICT LOT 139, O.D.Y.D.			-	avel 25)	BASE 0.0m (0.01) 0.8m (2.62') 0.8m (2.62') 0.0m (0.01)		# of Stories	- 9 6 -	52	# of Levels 16 3	19	17 7 7	23			Class	Class I	Class II
set, Ke	JAN 80				rage Li														
1471 St. Paul Street, Kelowna, BC	LOTS 27 to 29, PI AND LOTS 2 AND	C7	1955.50 sqm	1955.50 sqm	74.9m (Top of Storage Level 25)	WEST (FRONT) SOUTH (LANE) EAST (LANE) NORTH	6.030	Level 1 Level 2 Level 3 Level 4	Level 5-21 Level 22-24 Level 25	Totals	Levels 06-21 Level 22-24	Total	Standard Stalls Medium Car Accessible	Total	Commercial Visitor Residential	Total	Residential	Commercial	Visitor Total
								ATIONS											

STREET ADDRESS	1471 St. Paul Street, Kelowna, BC	wna, BC
LEGAL DESCRIPTION	LOTS 27 to 29, PLAN 800; LOT A, PLAN 18' AND LOTS 2 AND 3, PLAN 2127; ALL OF DI	LOT A. PLAN 18 V 2127; ALL OF DI
ZONING	C7	
SITE AREA	1955.50 sqm	
SITE COVERAGE	1955.50 sqm	+
BUILDING HEIGHT	74.9m (Top of Storage Level 25)	
SETBACKS	WEST (FRONT) SOUTH (LANE) EAST (LANE) NORTH	BASE 0.0m (0.07) 0.8m (2.627) 0.8m (2.627) 0.0m (0.07)
FAR	6.030	
FLOOR AREA CALCULATIONS	Level 1 Level 2 Level 3 Level 3 Level 5 Level 6 Level 6 Level 6 Level 22-21 Level 22-24	# of Stories
	Totals	52
UNIT STATISTICS	Levels 06-21 Level 22-24 Total	# of Levels 16 3
PARKING	Standard Stalls Medum Car	5 10 4 7 ·
	Accessible	- 22
	Commercial Visitor Residential Total	
BICYCLE PARKING	Residential	Class II
	Visitor	Class II

Cover Action Cover	
Some Plan and Survey Action (1997) and Survey	
Level Of Plan 19, 19, 19, 19, 19, 19, 19, 19, 19, 19,	Partial Sections
Level O Plan Level	Partial Sections
Level CP Plan Red Plan Red Plan Level CP Plan Red	Partial Sections
Level 10 Plan Le	Partial Sections
Level 10 Plan Le	Partial Sections
Level 65 Plan Level 65 Plan Level 65 Plan Level 65 Plan Level 75 Plan Le	Partial Sections
Cores of Orbitals   Aug.	Rooftop Pergola
Level 17 - 27 Pan	Stair Dian - Lavel 01-05
Level 2 Plan Level 2 Plan Level 3 Plan Level 3 Plan Level 3 Plan Level 3 Plan Level 4 Plan Level 4 Plan Level 5 Plan Level 6 Plan Level 7 Plan Level 7 Plan Level 8 Plan Level	Stair Plan - Level 06-13
Level 27 Plan Level 27 Plan Level 27 Plan Red Filter Red Filter Red Filter Red Filter Level 03 Plan Level 04 Plan	Stair Plan - Level 14-21
Level 23 Plan Level 24 Plan Level 25 Plan Le	air Detail
Level 25 Plan Level 25 Plan Level 25 Plan Level 25 Plan Level 15 Plan Le	Stair Detail - Sections
Roof 20 Plan Roof 70 Plan Roof 70 Plan Roof 70 Plan Level C1 Saba Plan Level C1 Saba Plan Level C1 Saba Plan Level C2 Saba Plan Level C3 Saba Plan	Stair Detail - Sections
Level Of Sab Plan A ASSESS Control OF Sab Pla	
Level O 18th Plan A 5500 Level O 18th Plan A 5	Section Details
Level CO also Plan A ASSA CONTROL CONT	East & West Concrete Reveals
Level OS sales Plum A ASSES Level A Sales Plum A ASSES Revolters A Plum	full & West Concrete Reveals
Level Ot sales Plum A ASSES Revoltors - South and Vorth A ASSES Revoltors - South A ASSE	ction Details
Level (55 saps Plum A A A S A S A S A S A S A S A S A S A	ction Details
Level (7 Sap Plum A ASS) Revel (7 Sap Plum A A	ction Details
Level OSS abs Plan ASSISTANCE Level OSS abs Plan ASSISTANCE Level 25 abs P	ction Details
Level 25 sub-plan A ASSI Level 25 sub-plan A ASSI Level 25 sub-plan A ASSI Level 25 sub-plan A ASSI Level 25 sub-plan A ASSI Revel 25 sub-plan A ASSI Revelor - South and Rest A ASSI Burden - South and New A ASSI Burd	an Details
Level 25 sub-plus ASSI Level 25 sub-plus ASSI Brandon Verland ESSI Brandon Verland ESSI Brandon Soloman North ASSI Brandon Soloman North ASSI Brandon Soloman Morth ASSI Brandon Mor	ction Details
Level 25 Sab Plan ASSIII Cond	ction Details
Level 25 sub-Plan Level 25 sub-Plan Level 25 sub-Plan Red	ction Details
Level 25 Stab Plan Level 25 Stab Plan Reof Stab Plan Reof Stab Plan Elevation - South and Victor Askill Elevation - South and Victor Askill Building Sections Askill Building Sections Askill	cion Details
Level 25 Stab Plant Rood Stab Plant Rood Stab Plant Revalion - West and East Elevation - West and East Building Secretors Building Secretors Building Secretors	Assemblies - Exterior
Roof Stab Plan ASIT Elevation - South and Test ASIT Elevation - South and North ASIT Building Sections Building Sections Building Sections	Assemblies - Interior
Elevation - West and East A-817 Elevation - South and North A-812 Elevation South and North A-813 Elevations Building Sections A-827 V	
Elevation - West and East A-811 [6 Elevation - South and North A-812 Building Sections Building Sections A-820 V	Door Schedule
Elevation - South and North A-812 Building Sections A-820 N	Door Schedule Parkade
Building Sections Building Sections	Door Schedule Tower  Lynkel Suites: Interior Door Schedule
Building Sections A-820	most control mission poor controlled
	Window Schedule 01-06
	Window Schedule 06-21

OLES IN ACCOUNT
The second secon

Project Team		<b>Building Code Data</b>		
Client Mission Group	Landscape PWL Partnership Landscape Architects Inc.			
1000-1631 Dickson Ave.	5th Floor, East Asiatic House	MAJOR OCCUPANCY	A2, C, D, E, F3	
(250) 448-8810	1201 West Pender St. V6E 2V2 (604) 688- 6111	GOVERNING CODE PART	Part 3	
Architectural NSDA Architects	Energy Modeling Reinbold Engineering	GRADE ELEVATION:	Approx 345m	
201-134 Abbott Street Vancouver, BC V6B 2K4	301-1664 Richter Street Kelowna BC, V1Y 8N3	BUILDING AREA	1790m2	
(cot) cot (cot)		BUILDING HEIGHT	25 storeys	
Aplin Martin 454 Leon Ave.	Associated Environmental, #200 – 2800 29th Street.	SPRINKLERS	NFPA 13	
Kelowna BC, V1Y 6J3 (250) 215-9425	Vernon, BC	NON COMBUSTIBLE CONSTRUCTION REQD	sak	
Structural	General Contractor MGC Contractors Ltd	FACING NO. OF STREETS	-	
Glotman Simpson 1661 West 5th Ave Vancouver BC, V6J 1N5	1000-1631 Dickson Avenue Kelowna, BC V1Y 0B5 (250) 448-8810	BASIC CODE CLASSIFICATIONS	322.23, 3.22.47, 3.22.62, 3.22.54, 3.22.78	
(604) 734-8822	Interior Design	TOTAL OCCUPANT LOAD (persons)	376	
Mechanical Reinbold Engineering	i3 Design 2nd Floor – 4723 Hastings Street	FIRE ALARM REQUIRED	yes	
201 – 1965 West 4th Ave Vancouver BC, V6J 1MB (604) 737 3354	Burnaby BC, V5C 2K8 (604) 662–8008	STANDPIPE REQUIRED	yes	
	Surveyor	EMERGENCY POWER SUPPLY DURATION	2 hours	
Electrical Gager Electrical	Runnalis Denby Surveyors 259A Lawrence Ave	HIGH RISE BUILDING	sak	
Langley, BC, V3A 3Y9	Nelowna BC, VIT 6LZ	SMOKE CONTROL MEASURES (A thru N)	NA	
(116) 211-2223	CFT Engineering Inc.	FIREFIGHTER ELEVATOR REQD	yes	
Tetra Tech	Burnaby BC V5C 6R6	EMERGENCY GENERATOR REQD	yes	
Kelowna, BC, V1Y 9G5 (250) 862-4832	100,100 (100)	EMERGENCY LIGHTING REQUIRED	yes	
Building Envelope		EXIT SIGNS REQUIRED	yes	
Aqua Coast Engineering Ltd. Unit 201-5155 Ladner Trunk Road		FIRE PUMPS REQUIRED	yes	
Delta, BC V4K 1W4 (604) 946 9910		ALTERNATIVE SOLUTIONS PROPOSED	yes	
		INTERCONNECTED EL COR SPACE	8	

DEVELOPMENT
- CONDOMINIUM DEVELOPMEN
STREET
I - 1471 ST. PAUL
<b>BROOKLYN</b> - "

MISSION GROUP DEVELOPMENT

## RTE19-0004 Appendix "B"



Ross Soward Planner Specialist, City of Kelowna 1435 Water Street Kelowna, BC V1Y 1J4

September 30th, 2019

RE: Revitalization Tax Exemption Application for 1471 St. Paul Street (Brooklyn)

Dear Mr. Soward,

The following application is for our concrete high-rise located on 1471 St. Paul Street. The subject property is zoned C7 and the OCP future land use designation is MXR – Mixed-Use (Residential/Commercial). The property does not include a building listed on the City of Kelowna Heritage Register and is not currently receiving a municipal tax exemption. The value of the project exceeds the minimum threshold for the Revitalization Tax Exemption program.

Project Details:

Site area: 1955.50 m<sup>2</sup>/21,048.83 Square Feet

Total residential area: 11,546.36 m<sup>2</sup>/124,283.98 Square Feet

Retail floor area: 241.7 m<sup>2</sup> / 2,601.64 Square Feet

Number of storeys: 25

Construction type: Concrete Number of apartment suites:

One-bedroom: 64 suites

One-bedroom plus den: 32 suites

Two-bedroom: 73 suites

Two-bedroom plus den: 9 suites

Total: 178 suites

#### **BUILD IT FORWARD**

Landmark Six - 10th Floor 1000-1631 Dickson Ave, Kelowna, BC V1Y 0B5 T 250.448.8810 | missiongroup.ca

