

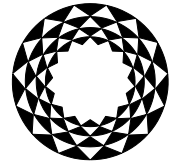
# ATTACHMENT A

This forms part of application

# DP19-0168/DVP19-0169

Planner  
Initials

JB



City of  
**Kelowna**

## Development Permit & Development Variance Permit DP19-0168/DVP19-0169

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

3101 Lakeshore Rd.

and legally known as

Lot 1, District Lot 14, Osoyoos Division Yale District Plan 2863, except plans 36584 and 40362

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

### Supportive Housing and retail stores, general

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

Date of Council Decision November 17, 2020

Decision By: Council

Development Permit Area: Revitalization Area

Existing Zone: C4- Urban Centre Commercial

Future Land Use Designation: MXR- Mixed Use Residential/Commercial

### 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: 1080426 B.C. LTD, Inc. No. BC1080426

Applicant: Meiklejohn Architects Inc.

Planner: J. Black

Terry Barton  
Development Planning Department Manager  
Planning & Development Services

Date

## 1. SCOPE OF APPROVAL

This Development Permit applies to and only to those lands within the Municipality as described above, and any and all buildings, structures and other development thereon.

This Development Permit is issued subject to compliance with all of the Bylaws of the Municipality applicable thereto, except as specifically varied or supplemented by this permit, noted in the Terms and Conditions below.

The issuance of a permit limits the permit holder to be in strict compliance with regulations of the Zoning Bylaw and all other Bylaws unless specific variances have been authorized by the Development Permit. No implied variances from bylaw provisions shall be granted by virtue of drawing notations that are inconsistent with bylaw provisions and that may not have been identified as required Variances by the applicant or Municipal staff.

## 2. CONDITIONS OF APPROVAL

- a) The dimensions and siting of the building to be constructed on the land be in accordance with Schedule "A";
- b) The exterior design and finish of the building to be constructed on the land be in accordance with Schedule "B";
- c) Landscaping to be provided on the land be in accordance with Schedule "C"; and
- d) The applicant be required to post with the City a Landscape Performance Security deposit in the form of a "Letter of Credit" in the amount of 125% of the estimated value of the landscaping, as determined by a Registered Landscape Architect.
- e) A car share program at the development be operated in accordance with the Agreement included as "Schedule D"
- f) Variances to the following section of Zoning Bylaw No. 8000 be granted:

### **Section 14.4.5 (c) C4- Urban Centre Commercial Development Regulations**

To vary the maximum allowable height from the lesser of 15.0m or 4 storeys in the South Pandosy Urban Centre to 30.2m or 9 storeys.

### **Section 8.2.11 (b) Car Share Incentives**

To vary the allowable distance of an off site car share from within 100m to +/- 205m and to allow for a car share stall to be located in a parkade structure.

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

## 3. PERFORMANCE SECURITY

As a condition of the issuance of this Permit, Council is holding the security set out below to ensure that development is carried out in accordance with the terms and conditions of this Permit. Should any interest be earned upon the security, it shall accrue to the Developer and be paid to the Developer or his or her designate if the security is returned. The condition of the posting of the security is that should the Developer fail to carry out the development hereby authorized, according to the terms and conditions of this Permit within the time provided, the Municipality may enter into an agreement with the property owner of the day to have the work carried out, and any surplus shall be paid over to the property owner of the day. Should the Developer carry out the development permitted by this Permit within the time set out above, the security shall be returned to the Developer or his or her designate. There is filed accordingly:

- a) An Irrevocable Letter of Credit **OR** certified cheque in the amount of **\$19,081.25**

Before any bond or security required under this Permit is reduced or released, the Developer will provide the City with a statutory declaration certifying that all labour, material, workers' compensation and other taxes and costs have been paid.

## 5. INDEMNIFICATION

Upon commencement of the works authorized by this Permit the Developer covenants and agrees to save harmless and effectually indemnify the Municipality against:

- a) All actions and proceedings, costs, damages, expenses, claims, and demands whatsoever and by whomsoever brought, by reason of the Municipality said Permit.

All costs, expenses, claims that may be incurred by the Municipality where the construction, engineering or other types of works as called for by the Permit results in damages to any property owned in whole or in part by the Municipality or which the Municipality by duty or custom is obliged, directly or indirectly in any way or to any degree, to construct, repair, or maintain.

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

DRAFT

# PARC KELOWNA

## 3101 LAKESHORE ROAD

### PROJECT TEAM:

#### CLIENT:

PARC RETIREMENT LIVING  
PATRICK SHILLING  
1-236-521-1847  
pschilling@parcliving.ca

#### STRUCTURE:

RJC LTD.  
GILBERT RAVNARD  
1-604-739-6295  
Graynard@rjc.ca

#### GEOTECHNICAL:

GEOPACIFIC CONSULTANTS LTD.  
Roberto Avendano  
1-604-439-0922 ext 252  
avendano@geopacific.ca

#### ARCHITECT:

MEKLEJOHN ARCHITECTS INC.  
JIM MEKLEJOHN/SHIRLEY NG  
250-762-3004  
jim-mai@shaw.ca  
shirley-mai@shaw.ca

#### MECHANICAL:

AME GROUP  
ROB WALTER  
1-250-382-5999  
robwalter@amegroup.ca

#### ENVIRONMENTAL:

WSP  
JASON NEWINGTON  
778-796-0107  
Jason.Newington@wsp.com

#### LANDSCAPE:

BENCH SITE DESIGN INC.  
XENIA SEMENIUK  
250-860-6778  
xenia@benchsitedesign.com

#### ELECTRICAL:

AES ENGINEERING  
JAY SINGH  
1-778-746-2000  
Jay.Singh@aesengr.com

#### LEED CONSULTANT:

MORRISON HERSHFIELD  
SCOTT WILLIAMS  
1-604-454-0402  
SWilliams@morrisonhershfield.com

#### CIVIL:

TRUE ENGINEERING  
DAVID PITCHARD/ANDRE PROHOROFF  
250-861-8783  
Dpitrchard@true.bc.ca  
Aprohoroff@true.bc.ca

#### CONSTRUCTION MANAGER:

GREYBACK CONSTRUCTION LTD.  
MIKE SYMONDS  
1-778-476-8007  
msymonds@greyback.com

### DRAWING LIST:

A0.01	COVER SHEET
A1.01	ZONING & CODE REVIEW
A2.01	SITE PLAN
A3.01	LEVEL 1 PARKADE PLAN
A3.02	LEVEL 2 PARKADE PLAN
A3.03	LEVEL 3 FLOOR PLAN
A3.04	LEVEL 4 FLOOR PLAN
A3.05	LEVEL 5 to 6 FLOOR PLAN
A3.07	LEVEL 7 FLOOR PLAN
A3.08	LEVEL 8 FLOOR PLAN
A3.09	LEVEL 9 FLOOR PLAN
A3.10	ROOF PLAN
A4.01	BUILDING ELEVATION @ LAKESHORE
A4.02	BUILDING ELEVATION @ KLO
A4.03	BUILDING ELEVATION @ ENTRY ACCESS
A4.04	BUILDING ELEVATION @ NEIGHBOUR
A5.01	BUILDING SECTION
A5.02	BUILDING SECTION
A5.03	PARTIAL SECTIONS



DATE	2020-10-27
BY	WEN SHEN
SCALE	1:1
PROJECT	3101 LAKESHORE ROAD, KELOWNA



## ZONING SUMMARY

NFA CRU FOR FAR									
	SP	AP	AP						
	CRU-1	CRU-2	CRU-3	CRU-4	CRU-5	CRU-6	CRU-7	CRU-8	CRU-9
	1	2	3	4	5	6	7	8	9
NFA RESIDENTIAL FOR FAR									
SP	AP	AP	AP	AP	AP	AP	AP	AP	AP
CRU-1	CRU-2	CRU-3	CRU-4	CRU-5	CRU-6	CRU-7	CRU-8	CRU-9	CRU-10
1	2	3	4	5	6	7	8	9	10
NFA CRU FOR FAR									
SP	AP	AP	AP	AP	AP	AP	AP	AP	AP
CRU-1	CRU-2	CRU-3	CRU-4	CRU-5	CRU-6	CRU-7	CRU-8	CRU-9	CRU-10
1	2	3	4	5	6	7	8	9	10

FIRE PROTECTION:	3.2.4./ 3.2.5./ 3.2.6
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WALTON, R. L.  
577 692  
711: 796.762.3296  
[EMAIL: bob\_walton@comcast.net]



MEIKLEJOHN ARCHITECTS INC.

**paic**  
retirement  
living


**TEEC**  
 TRUSTEES  
 ELECTION  
 COMMITTEE

1. Complete the following information for each candidate for whom you wish to cast your ballot.  
 2. Mark the appropriate box for each candidate.  
 3. Mark the appropriate box for each candidate.

No.	Name	Address
1	JOHN J. BROWN	1000 1st St. N. W.
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85	JOHN J. BROWN	1000 1st St. N

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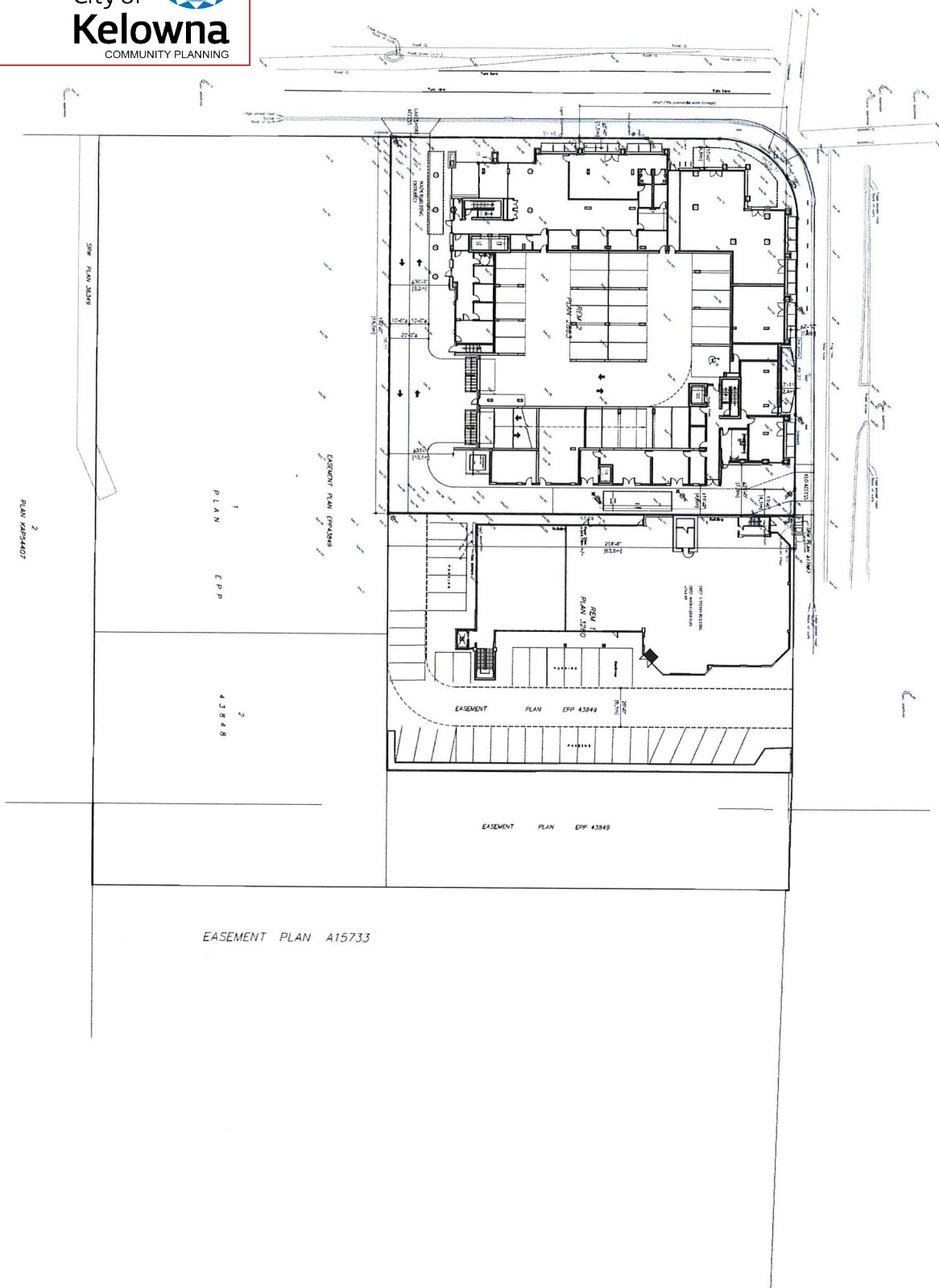
# DP19-0168/DVP19-0169



City of Kelowna  
COMMUNITY PLANNING

Planner  
Initials

JB



EASEMENT PLAN A15733

EASEMENT PLAN EPP 43849

EASEMENT	PLAN	EF
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PLA

PLAN EP

2  
PLAN KAP54407

SRW PLAN 26349

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**A2.00**

Scale:  $1'' = 20' - 0''$

**parc**  
retirement  
living

**m+m** **a**  
MEIKLEJOHN ARCHITECTS INC.

213 E. RICHARD AVENUE  
FELDMAN, R. C.  
WY 487  
TEL: 770.762.3004  
EMAIL: bob@rcf77.com



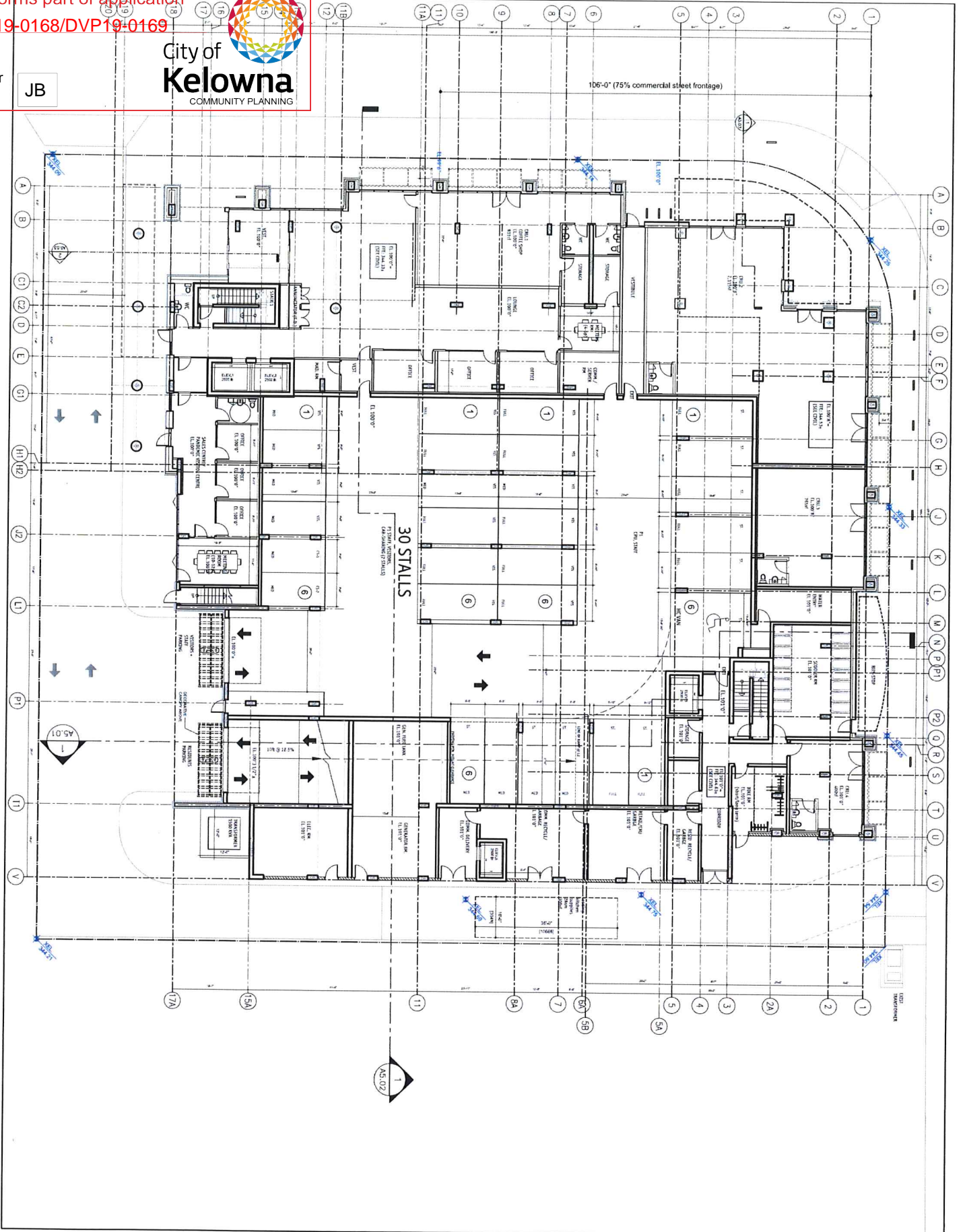
# SCHEDULE A

This forms part of application  
# DP19-0168/DVP19-0169

Planner  
Initials

JB

City of  
**Kelowna**  
COMMUNITY PLANNING



A3.01

LEVEL 1  
FLOOR PLAN

scale: 1/8" = 1'-0"

DATE: 2019-07-11

PROJECT: KELOWNA PARK

CLIENT: KELOWNA PARK

DESIGNER: MEIKLEJOHN ARCHITECTS INC.

PROJECT NUMBER: 2019-07-11

PROJECT LOCATION: 1000 BAYVIEW AVENUE, KELOWNA, BC

PROJECT TYPE: COMMERCIAL

PROJECT PHASE: DESIGN

PROJECT STATUS: IN PROGRESS

PROJECT CONTACT: JANE SMITH

PROJECT PHONE: 250-860-1234

PROJECT EMAIL: info@meiklejohn.ca

PROJECT WEBSITE: www.meiklejohn.ca

PROJECT ADDRESS: 1000 BAYVIEW AVENUE, KELOWNA, BC

PROJECT POSTAL CODE: V1Y 1A1

PROJECT COUNTRY: CANADA

PROJECT PROVINCE: BRITISH COLUMBIA

PROJECT CITY: KELOWNA

PROJECT DISTRICT: CENTRAL

PROJECT ZONE: COMMERCIAL

PROJECT SUBZONE: C-1

PROJECT LOT: 1000

PROJECT AREA: 1000 SQ. FT.

PROJECT PERMIT: 2019-07-11

PROJECT PLAN: 1000

PROJECT SHEET: 1000

PROJECT TOTAL: 1000

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paic  
retirement  
living

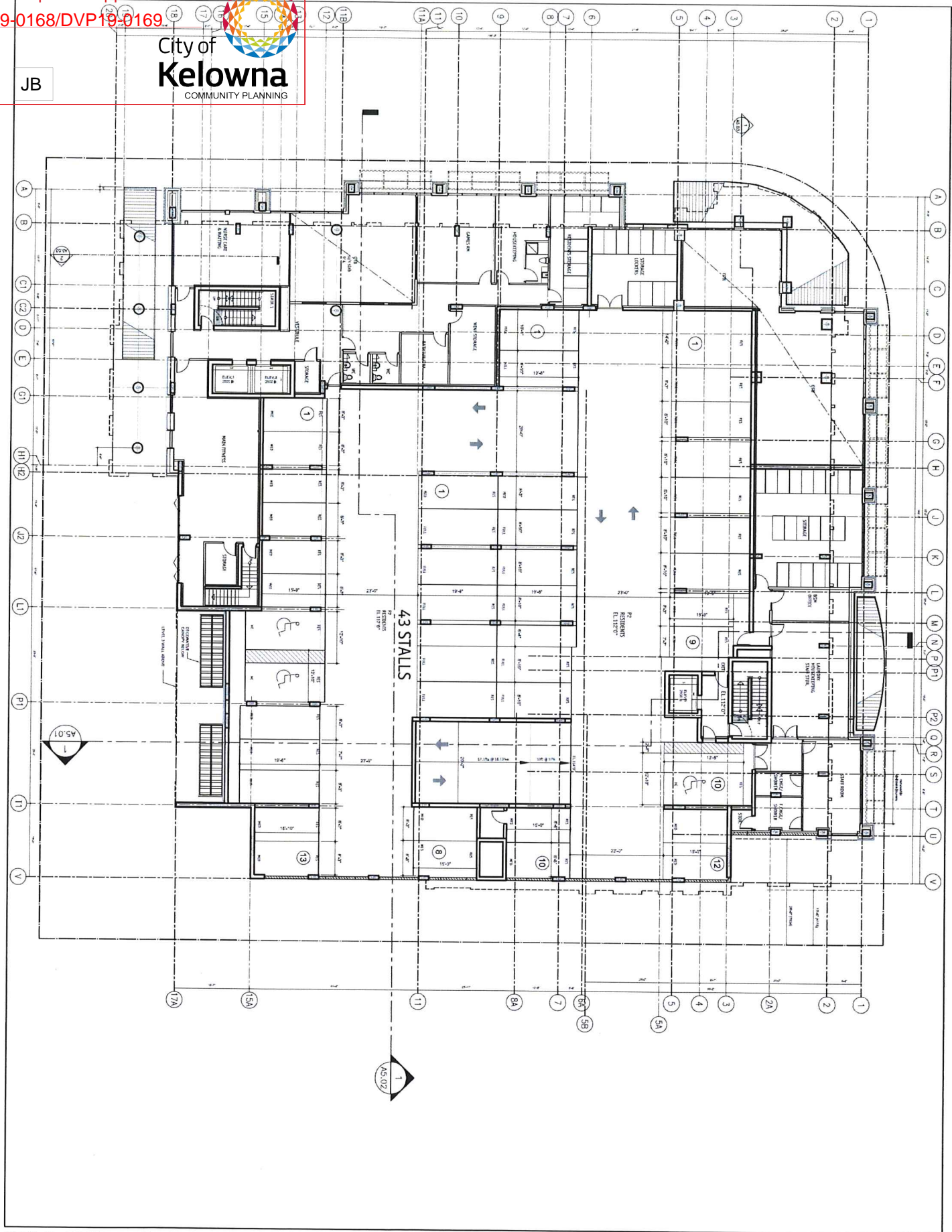
m+m  
MEIKLEJOHN ARCHITECTS INC.

211 KINGSWAY AVENUE  
VICTORIA, BC V8V 1A1  
TEL: 250-363-1234  
WWW.MEIKLEJOHN.CA

# SCHEDULE A

This forms part of application  
# DP19-0168/DVP19-0169

Planner  
Initials  
JB



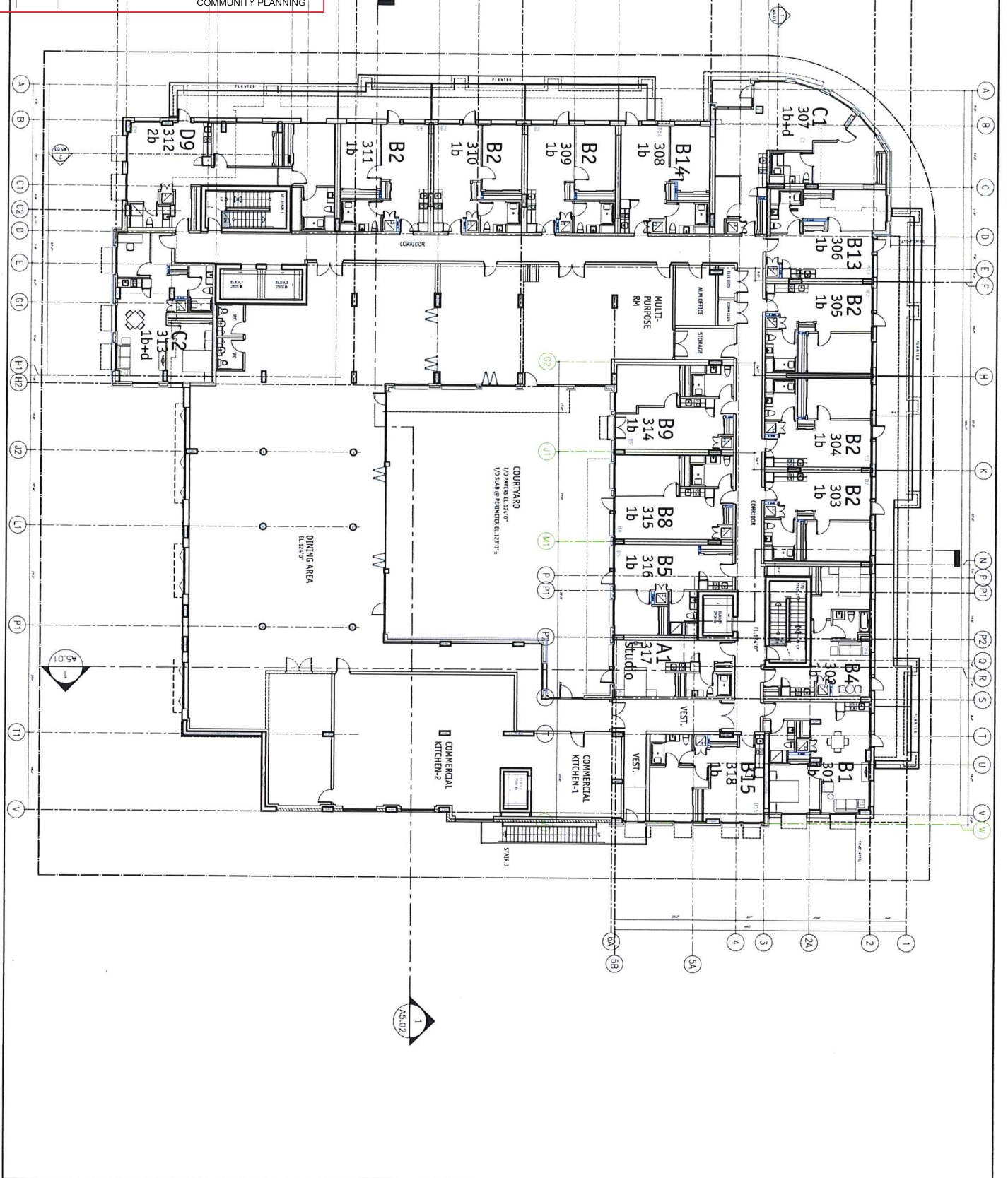


## A

JB



City of Kelowna  
COMMUNITY PLANNING



### A3.03

### VEL 3

ile: 1/8"=1'0"

**parc**  
retirement  
living



MEIKLEJOHN ARCHITECTS INC.

231 BERNARD AVENUE  
FALCON, N.C.  
VIRGIE  
TEL: 704.742.3004  
[EMAIL: bnd-orig@bnd.com]



(7) I have reviewed the past and present and  
 anticipated activities of the subject and agree with the  
 findings and conclusions contained in the report.

No.	Date	Signature
1	11/11/11	PHIL GARDNER, DIRECTOR
2	11/11/11	JOHN J. HANCOCK, CHAIRMAN
3	11/11/11	JOHN J. HANCOCK, CHAIRMAN
4	11/11/11	JOHN J. HANCOCK, CHAIRMAN
5	11/11/11	JOHN J. HANCOCK, CHAIRMAN
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85	11/11/11	JOHN J. HANCOCK, CHAIRMAN
86	11/11/11	

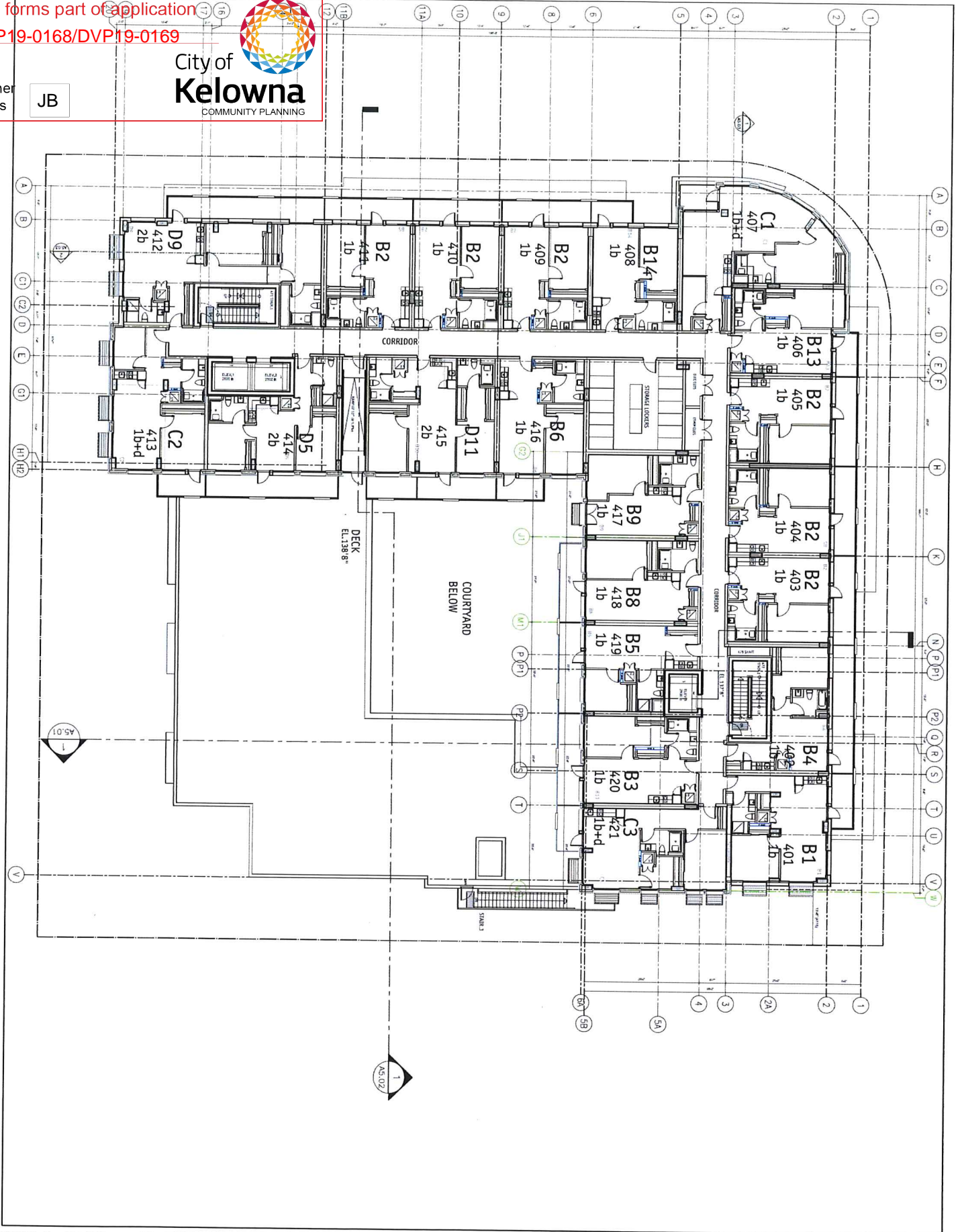
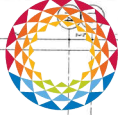
# SCHEDULE A

This forms part of application  
# DP19-0168/DVP19-0169

Planner  
Initials

JB

City of  
**Kelowna**  
COMMUNITY PLANNING



A3.04

LEVEL 4  
FLOOR PLAN  
scale: 1/8"=1'0"

MEIKLEJOHN ARCHITECTS INC.

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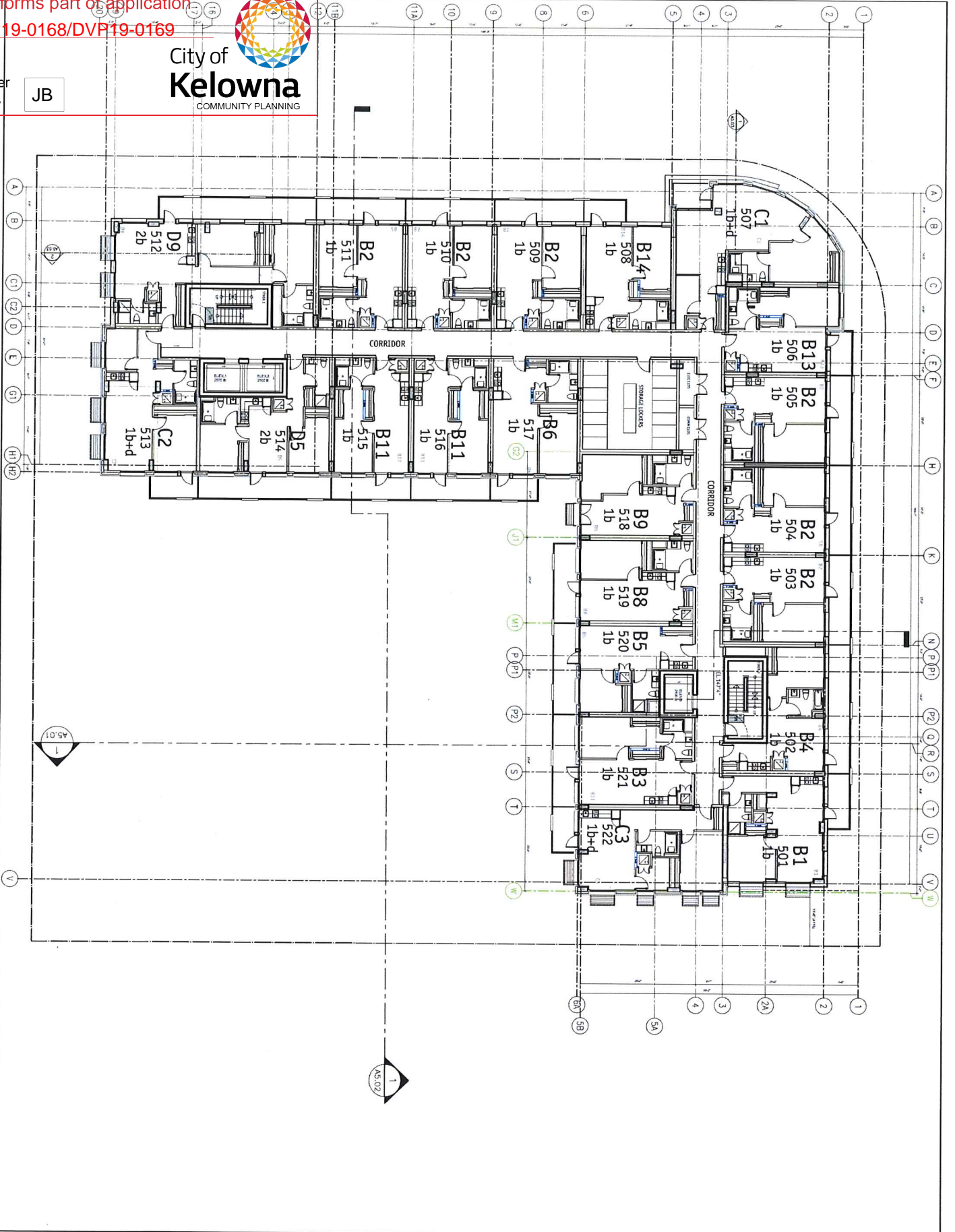
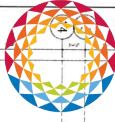


# SCHEDULE A

This forms part of application  
# DP19-0168/DVP19-0169

Planner  
Initials JB

City of  
**Kelowna**  
COMMUNITY PLANNING





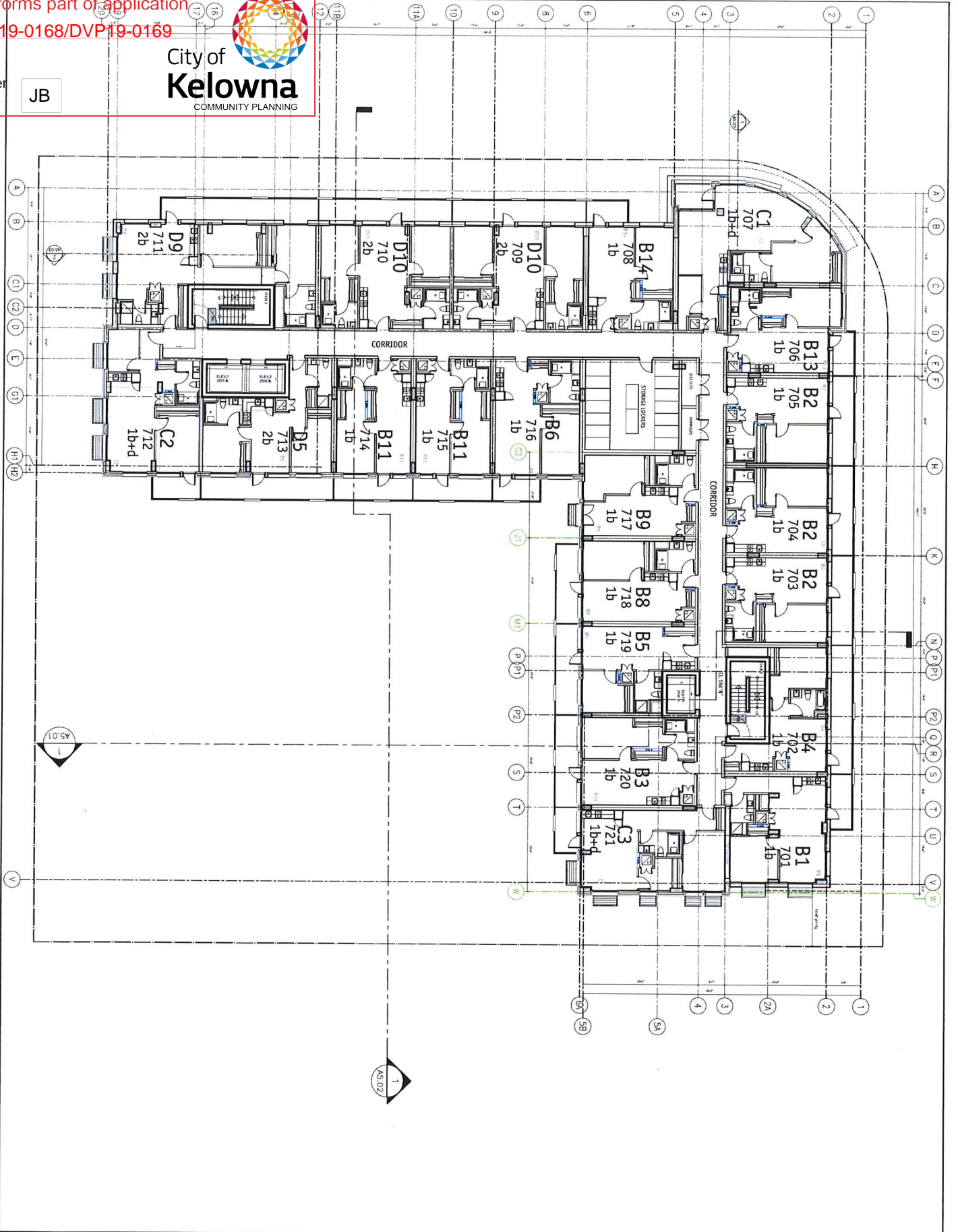
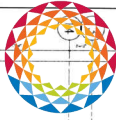
# SCHEDULE A

This forms part of application  
# DP19-0168/DVP19-0169

Planner  
Initials

JB

City of  
**Kelowna**  
COMMUNITY PLANNING

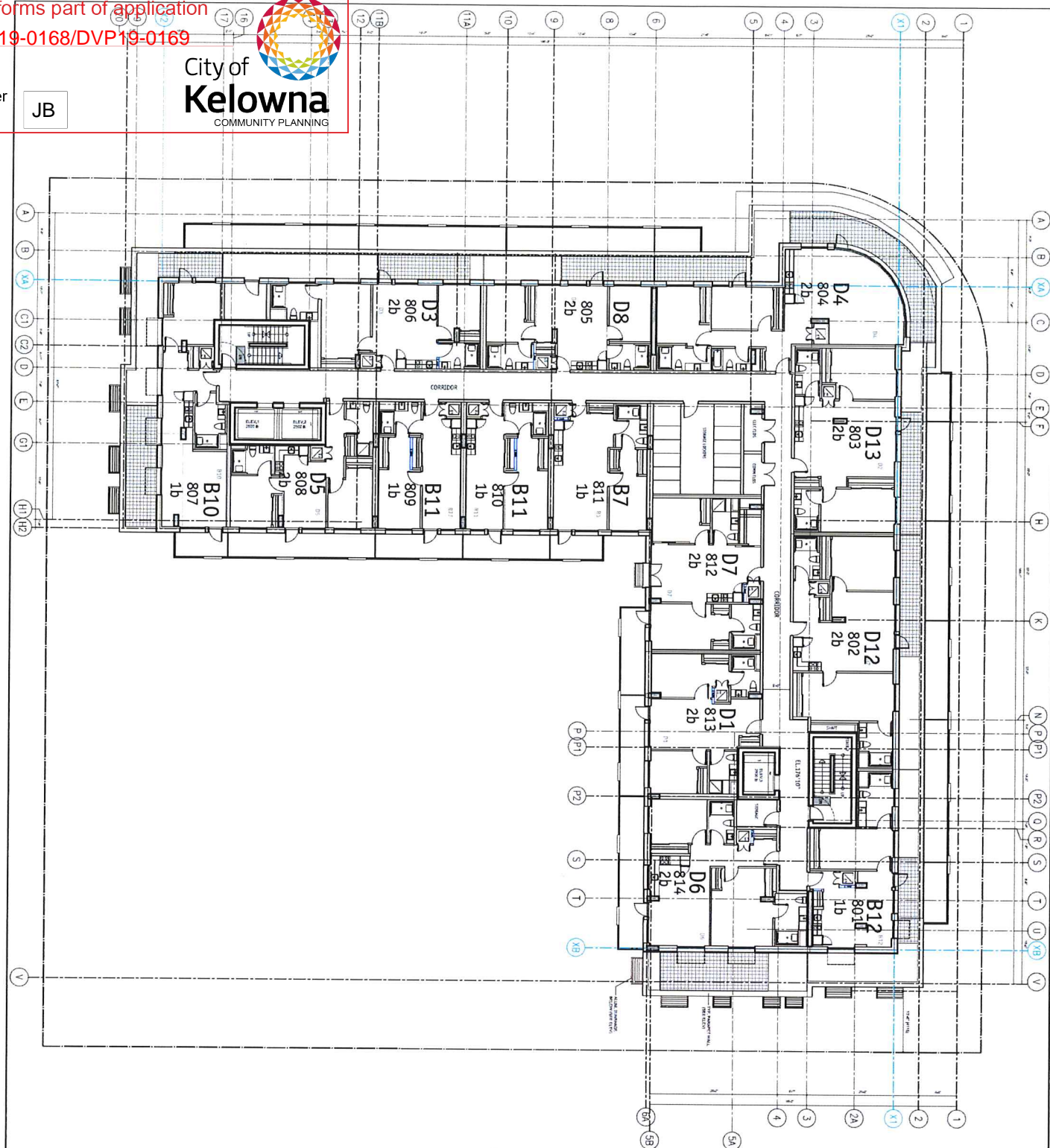


## A

JB



City of  
**Kelowna**  
COMMUNITY PLANNING



### A3.08

LEVEL 8  
FLOOR PLAN

scale: 1/8"=1'0"



KELOWNA PARC  
INDEPENDENT SENIORS'  
RENTAL RESIDENCE

Training Number

ALL REQUESTS SHOULD BE RETURNED TO:

### Pretesting Time

LEVEL 8  
FLOOD IN AM

1000

scale: 1/8" =

1

200 Mr. A. J. Aitken

[illegible]

24

**parc**  
retirement  
living



MEIKLEJOHN ARCHITECTS INC.

275 MILLBURN AVE  
MILBURN, N.J.  
972 6462  
TEL: 708.762.2004  
E-MAIL: bob-m@b7c.com

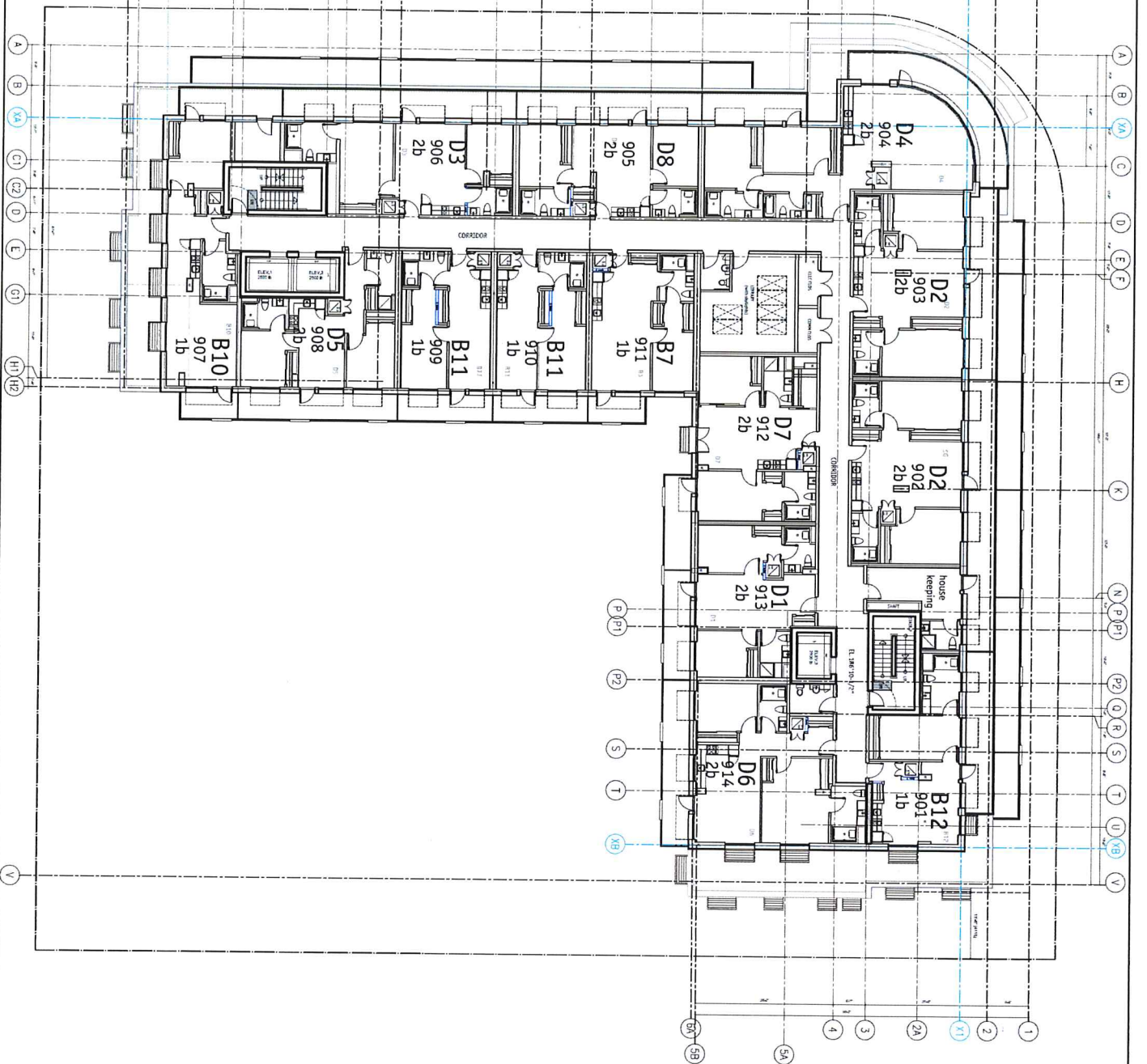


# SCHEDULE A

This forms part of application  
# DP19-0168/DVP19-0169

Planner  
Initials  
JB

City of  
**Kelowna**  
COMMUNITY PLANNING



scale: 1/8" = 1'-0"

FLOOR PLAN

LEVEL 8

A3.08

KELOWNA PARK  
INDEPENDENT SENIORS'  
RENTAL RESIDENCE

NO.	REVISION	DATE	BY	CHKD.
1	ISSUED FOR PERMIT	2019-01-15	JB	JB
2	ISSUED FOR PERMIT	2019-01-15	JB	JB
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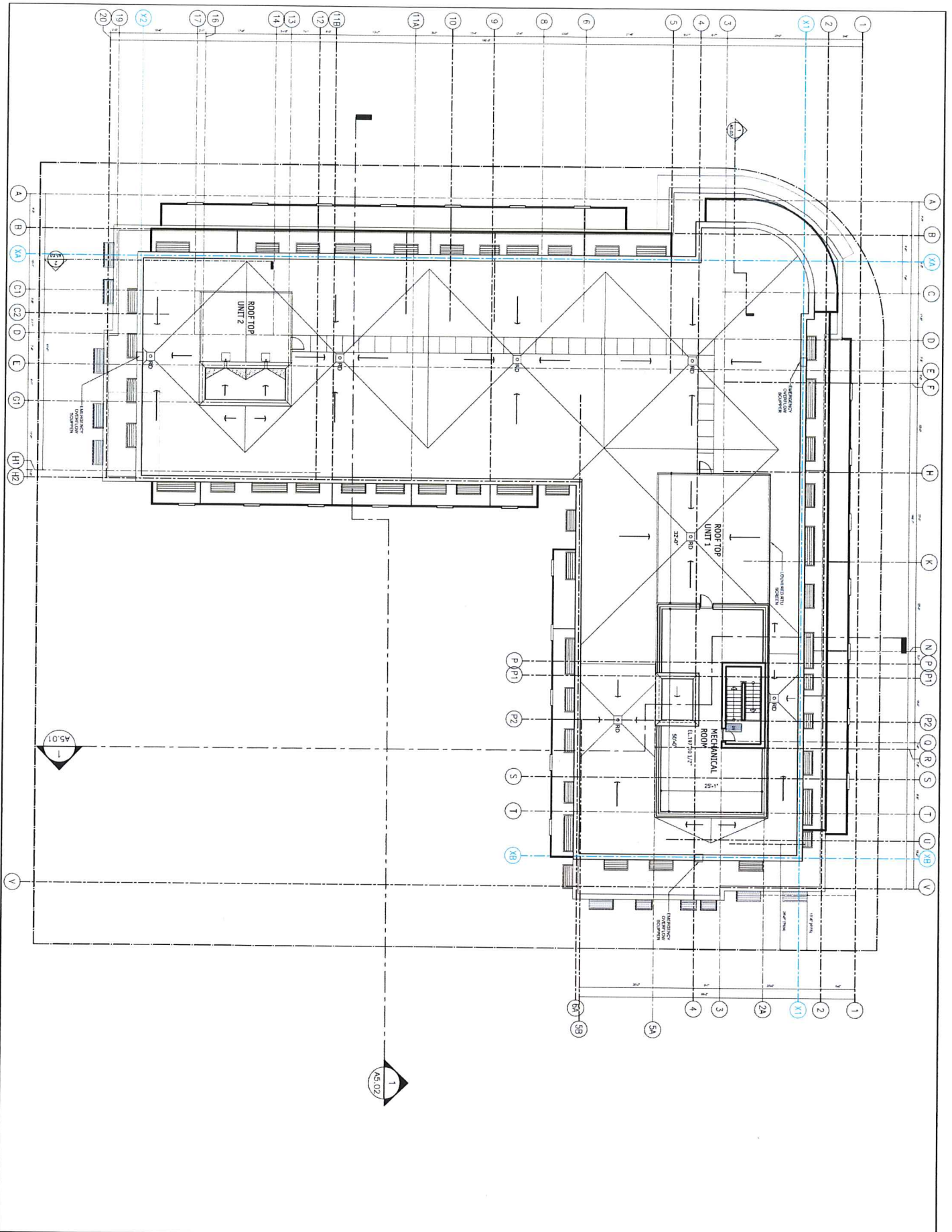
paic  
retirement  
living

m+m  
MEIKLEJOHN ARCHITECTS INC.

211 PARKWAY  
SUITE 100  
VICTORIA, BC V8W 2E6  
TEL: 250-383-1111  
FAX: 250-383-1112







# B

# DP19-0168/DVP19-0169

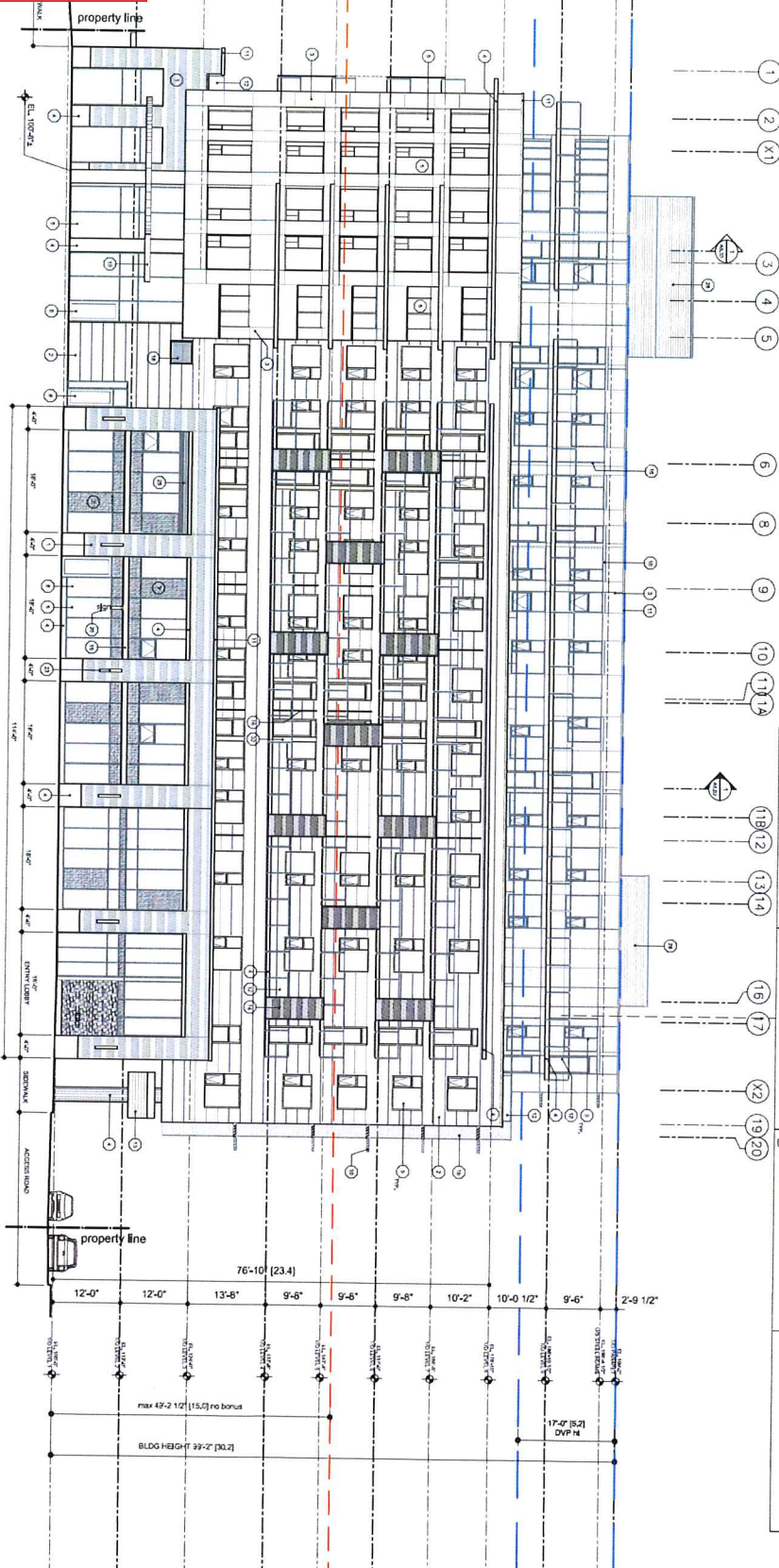


City of Kelowna  
COMMUNITY PLANNING

Planner  
Initials

JB

lakeshore road (west)



BUILDING ELEVATION PANEL NO. 1:									
1. WALL									
1	WALL	1	WALL	1	WALL	1	WALL	1	WALL
2	ROOF	2	ROOF	2	ROOF	2	ROOF	2	ROOF
3	ROOF	3	ROOF	3	ROOF	3	ROOF	3	ROOF
4	ROOF	4	ROOF	4	ROOF	4	ROOF	4	ROOF
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# SCHEDULE B

This forms part of application

# DP19-0168/DVP19-0169

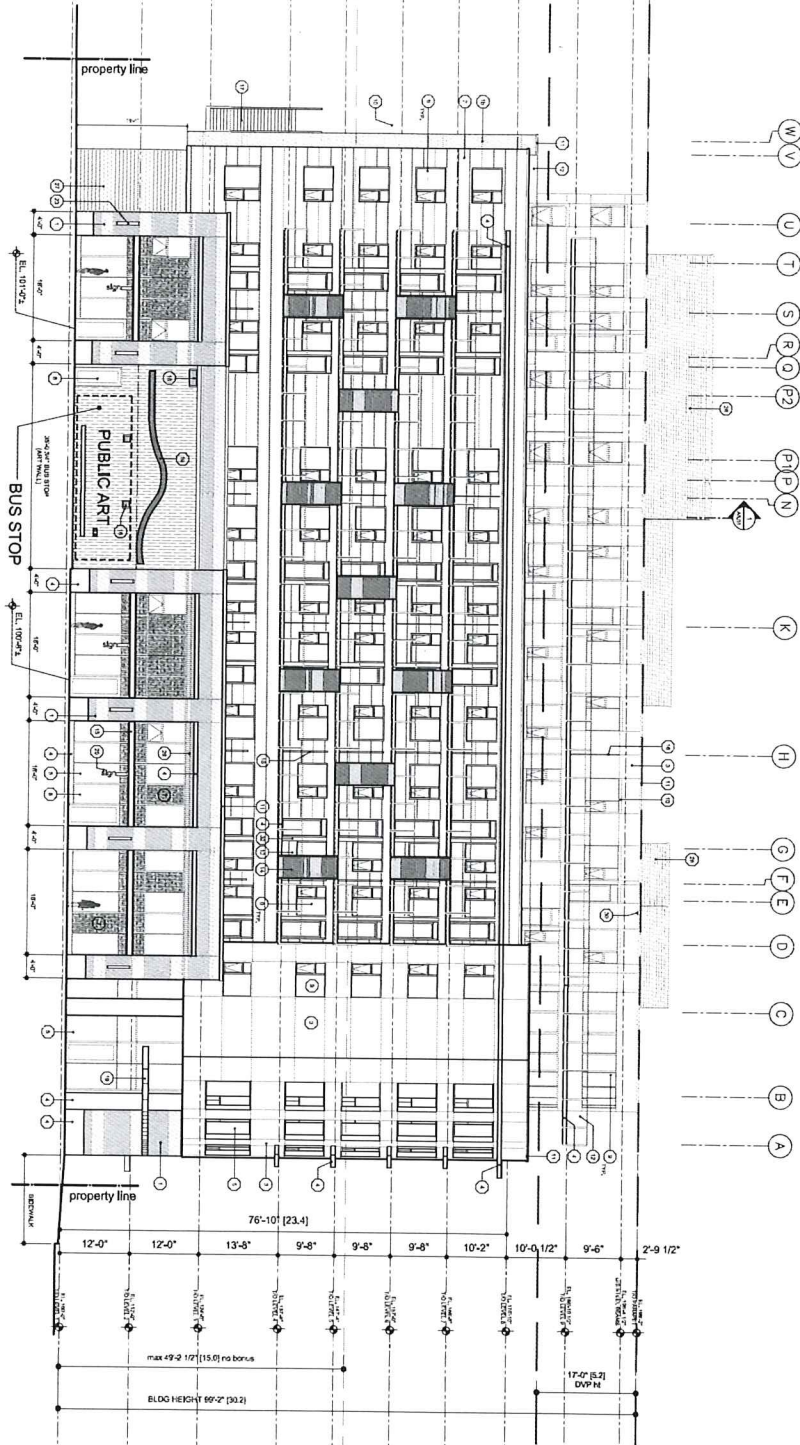
Planner  
Initials

JB

City of  
**Kelowna**  
COMMUNITY PLANNING



KLO road (north)



Note:  
See A4.01 for elevation key note legend

A4.02

BUILDING ELEVATION  
@ KLO

scale: 1/8"=1'-0"

parc  
retirement  
living

m+m  
MEIKLEJOHN ARCHITECTS INC.

2180 MILLIKEN  
KELLOWNA BC V1Y 1A6  
TEL: 250.863.2806  
FAX: 250.863.2806



SCHEDULE B

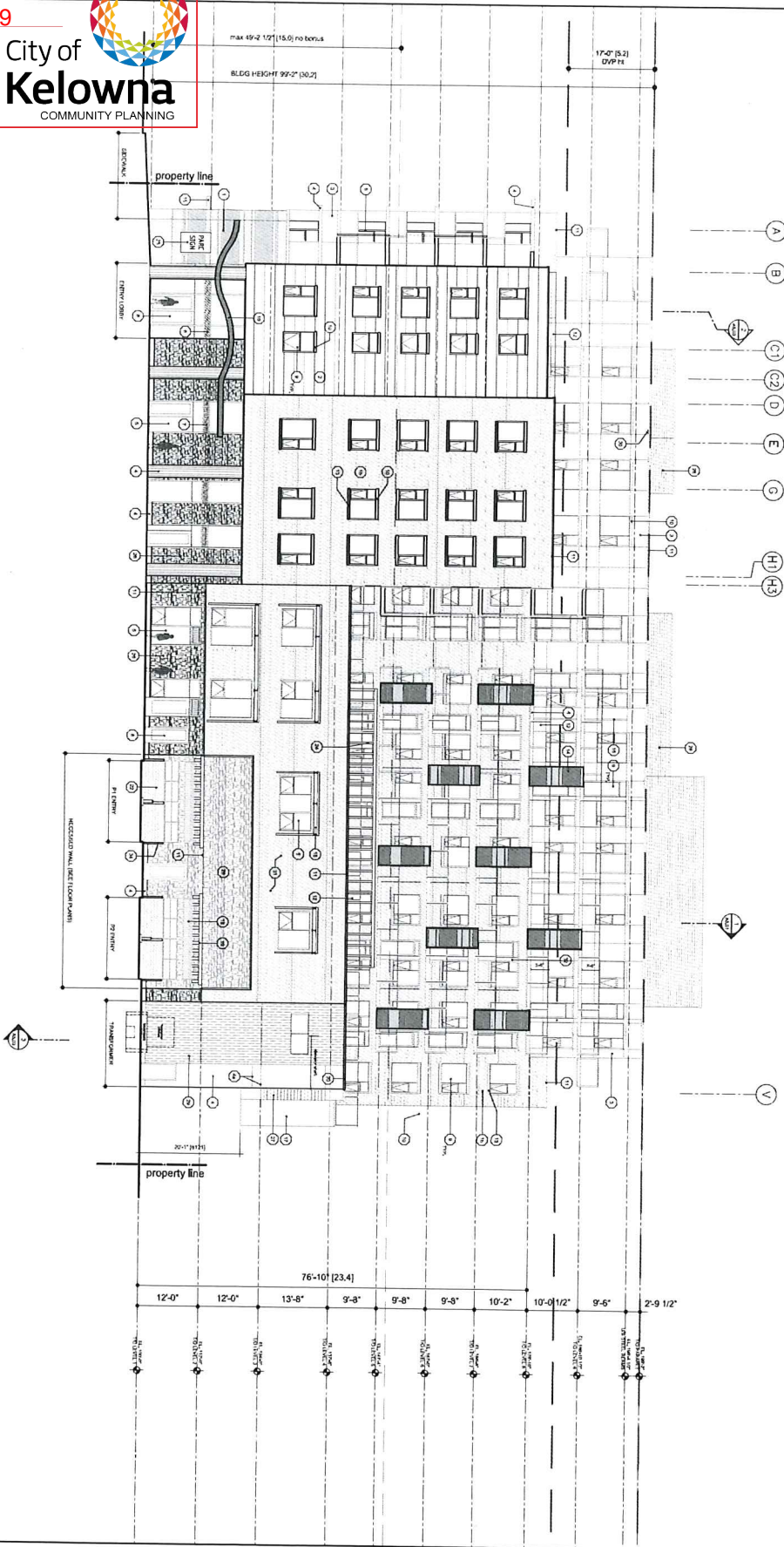
This forms part of application  
# DP19-0168/DVP19-0169

Planner  
Initials JB



facing commercial buildings (south)

Note:  
See A4.01 for elevation key note legend



# SCHEDULE B

This forms part of application

# DP19-0168/DVP19-0169

Planner  
Initials

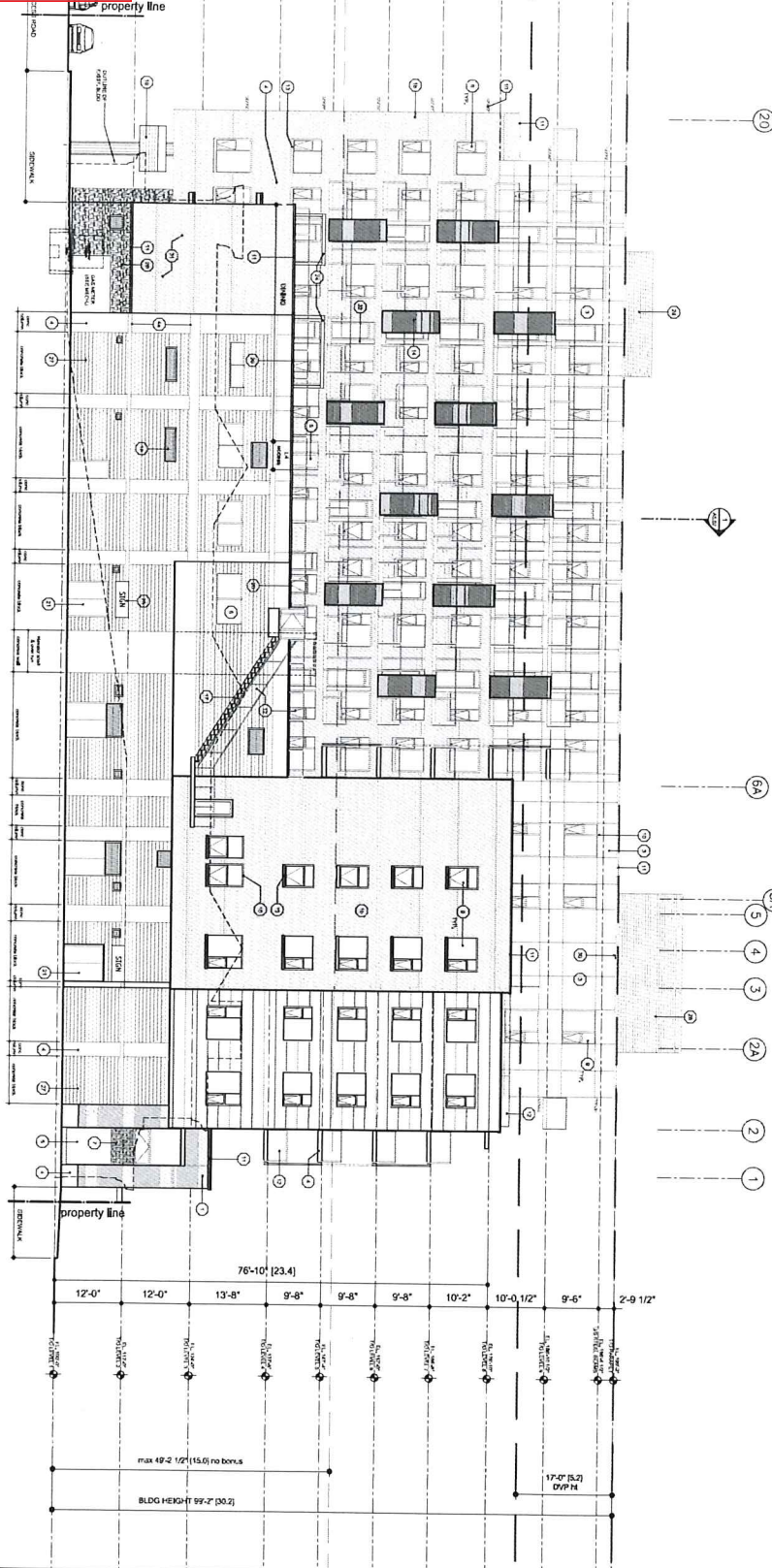
JB

City of  
**Kelowna**  
COMMUNITY PLANNING



facing interior savings banking (east)

Note:  
See A4.01 for elevation key note legend

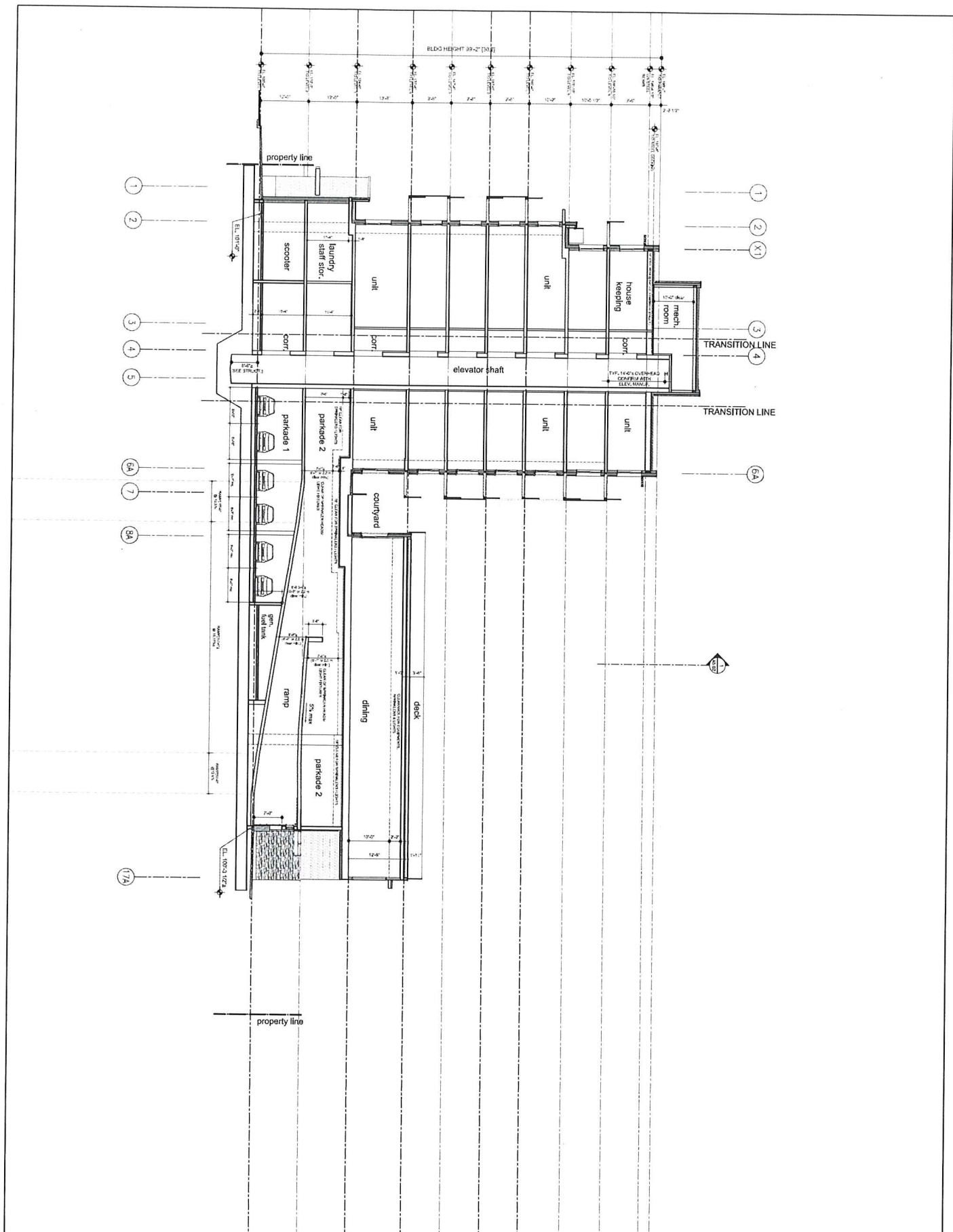


A4.04

BUILDING ELEVATION  
@ NEIGHBOUR

**parc**  
retirement  
living  
**m+m**  
MEIKLEJOHN ARCHITECTS INC.

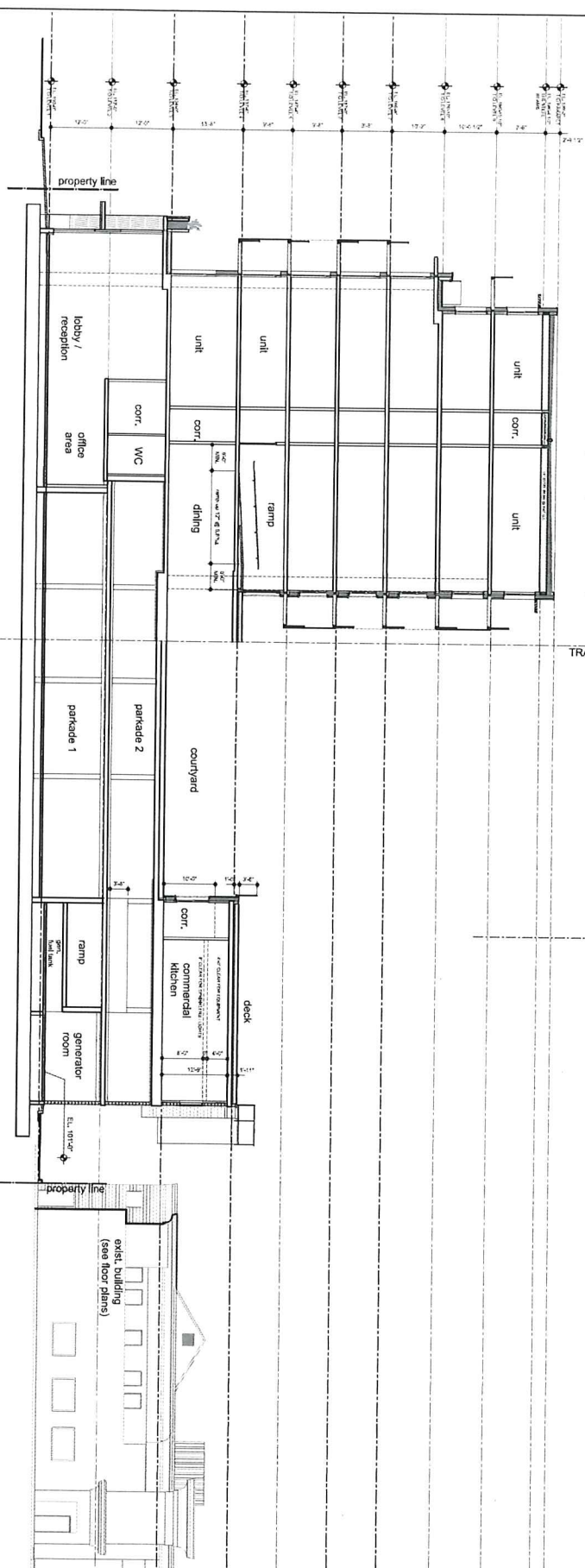
215 PARKVIEW AVENUE  
KELOWNA, BC V1Y 1A6  
TEL: 250-862-2006  
FAX: 250-862-2007





A  
B  
NA  
C1  
C2  
D  
E  
G1  
H2

TRANSITION LINE



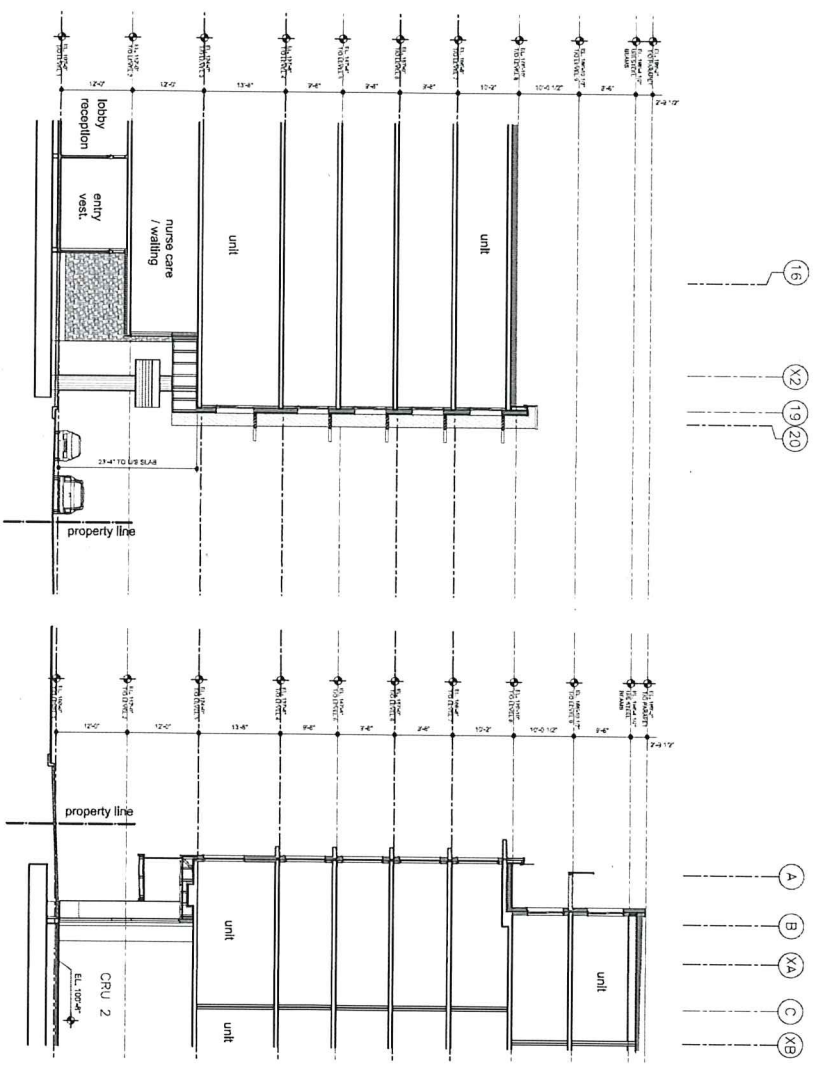
A  
B  
C1  
C2  
D  
E  
G1  
H2  
J2  
L1  
P1  
T1  
V

A5.02

BUILDING SECTION

SCALE: 1/8" = 1'-0"

DATE	2018.08.10
BY	MEIKLEJOHN ARCHITECTS, INC.
CHECKED BY	MEIKLEJOHN ARCHITECTS, INC.
PROJECT	KELOWNA PARK INDEPENDENT SENIORS' RESIDENTIAL RESIDENCE
REVISION	



2 PARTIAL SECTION  
 A5.03 SCALE 1/8" = 1'-0"

1 PARTIAL SECTION  
 A5.03 SCALE 1/8" = 1'-0"

A5.03

PARTIAL SECTIONS

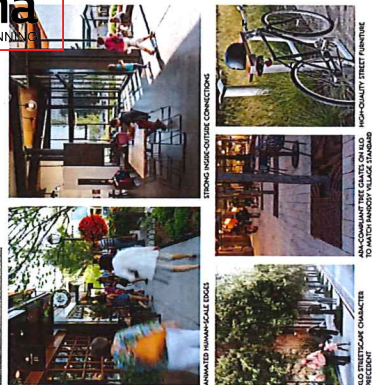
DATE	2011.05.10
BY	MEIKLEJOHN
CHECKED	MEIKLEJOHN
SCALE	1/8" = 1'-0"

PROJECT NAME: KELOWNA PARK  
 PROJECT TYPE: INDEPENDENT SENIORS' RESIDENTIAL RESIDENCE  
 PROJECT LOCATION: 1000 W. 10th St., Suite 100, Minneapolis, MN 55408  
 PROJECT NUMBER: A5.03  
 PROJECT STATUS: PRELIMINARY

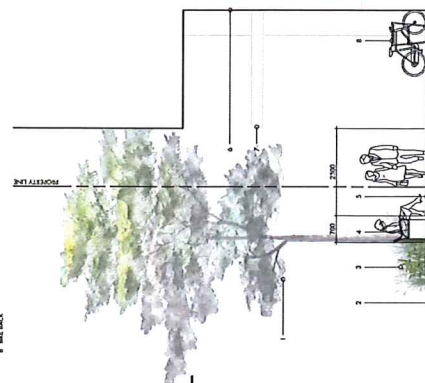
## C

# DP19-0168/DVP19-0169

City of Kelowna  
COMMUNITY PLANNING

[illegible]

- ESPRESSO KENTUCKY COFFEEHOUSE
- LAKESHORE ROAD WITH CURB AND GUTTER
- DURABLE, DROUGHT-TOLERANT ORNAMENTAL STREETSCAPE PLANTING
- FEATURE: BENCH
- C.J.P. CONCRETE PAVING WITH 150mm WIDTH TEXTURED SHOULDER
- PAVING BAND
- BUILDING FACE
- BUILDING CANOPY WITH COLUMN
- NOT BACK



## 2 LAKESHORE ROAD STREETSCAPE ELEVATION

0 1 2 3 4 5 6 7  
SCALE: 1:100

1 LANDSCAPE CONCEPT PLAN: STREET LEVEL

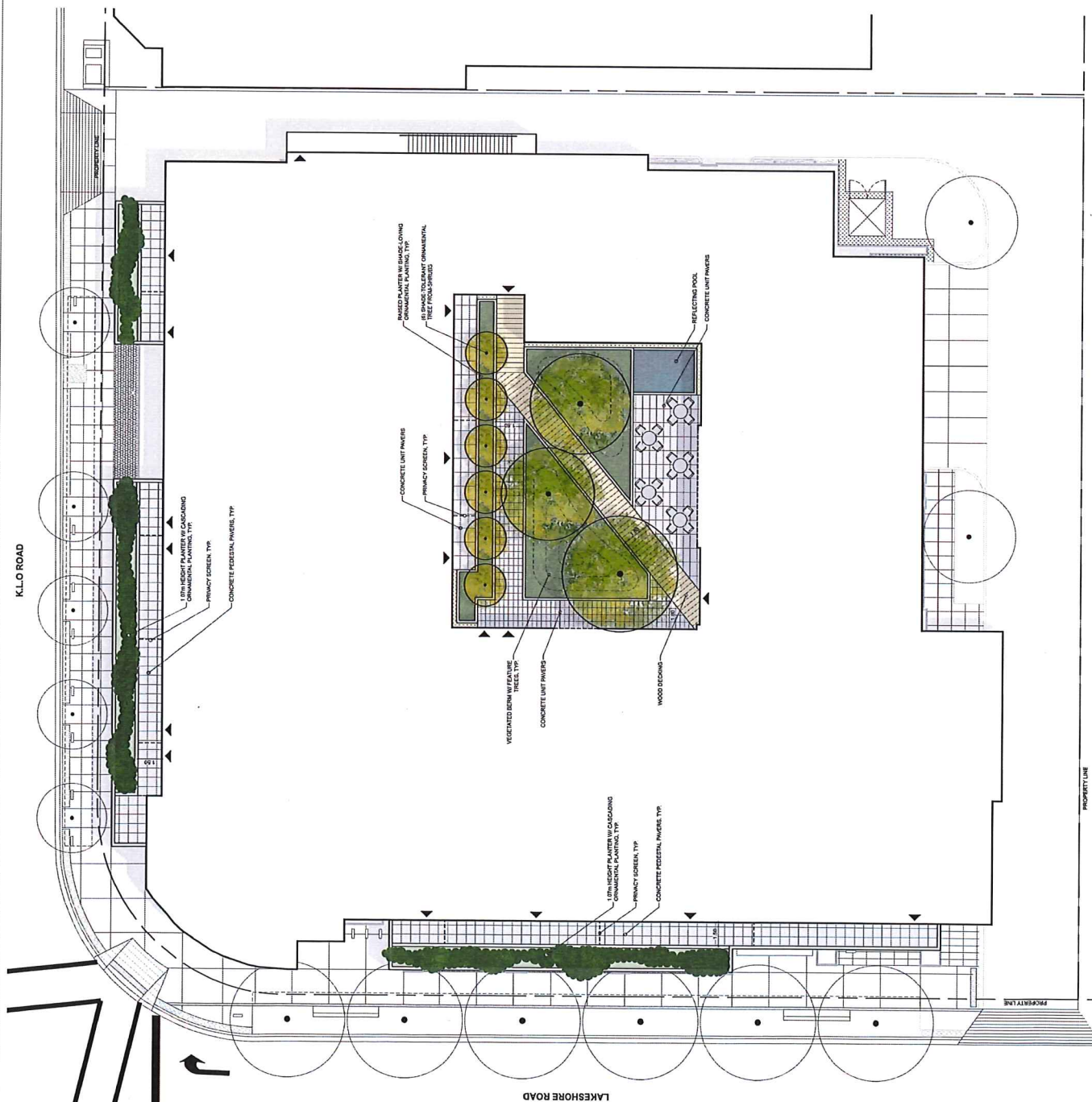
L-1



This forms part of application  
# DP19-0168/DVP19-0169

Planner  
Initials

JB



SYNOPSIS / RELEASE	
6	UNCL DATE 12/17/78 FOR THE SUBCOMMITTEE - 3
5	UNCL DATE 12/17/78 FOR THE SUBCOMMITTEE - 3
4	UNCL DATE 12/17/78 RECEIVED FOR UPDATES
3	UNCL DATE 12/17/78 RECEIVED FOR UPDATES
2	UNCL DATE 12/17/78 RECEIVED FOR REVIEW
1	UNCL DATE 12/17/78 RECEIVED FOR REVIEW
DATE	DESCRIPTION



(LIFE):  
**PARC RETIREMENT LIVING**  
MANICURE, B.C.

**PROJECT:**  
**KELOWNA PARC  
INDEPENDENT SENIORS'  
RENTAL RESIDENCE**  
1181 LAKE SHORE DRIVE, KEL. CANADA

**SHEET TITLE**  
**LANDSCAPE CONCEPT**  
**PLAN: LEVEL 3**

[illegible]

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END OF PAGE

L-2





This forms part of application  
# DP19-0168/DVP19-0169

Planner  
Initials

JB

City of Kelowna  
COMMUNITY PLANNING



### LEVEL 4 CHARACTER IMAGES:



PERGOLA STRUCTURE WITH CLIMBING VINES FOR SCREENING AND SHADING



WOOD PICKING FLEX SPACE FOR FITNESS AND GATHERING



REMOVABLE SHADE SAIL



OCOTOP FOOD GARDEN AND GREENHOUSE



L-3

SCALE: 1:100



**BENCH**  
A COMMITMENT TO EXCELLENCE  
11100 W. 11TH AVE. SUITE 200  
DENVER, CO 80233  
(303) 751-1100

**PROPERTY ADDRESS**

10000 W. 10TH AVE. SUITE 100  
DENVER, CO 80233

**PROPERTY TYPE**

OFFICE BUILDING

**OWNER**

10000 W. 10TH AVE. SUITE 100  
DENVER, CO 80233

**DATE OF ACQUISITION**

01/01/2010

**PROPERTY SIZE**

100,000 SQ. FT.

**PROPERTY VALUE**

\$10,000,000

**PROJECT NAME**

10000 W. 10TH AVE. SUITE 100  
DENVER, CO 80233

**PROJECT TYPE**

OFFICE BUILDING

**CLIENT NAME**

10000 W. 10TH AVE. SUITE 100  
DENVER, CO 80233

**CLIENT TYPE**

OFFICE BUILDING

**PROJECT LOCATION**

10000 W. 10TH AVE. SUITE 100  
DENVER, CO 80233

**PROJECT DESCRIPTION**

OFFICE BUILDING

**DATE**

01/01/2010

**DESCRIPTION**

OFFICE BUILDING

**NO.**

1

**DESCRIPTION**

OFFICE BUILDING

**PROJECT NAME**

10000 W. 10TH AVE. SUITE 100  
DENVER, CO 80233

**PROJECT TYPE**

OFFICE BUILDING

**CLIENT NAME**

10000 W. 10TH AVE. SUITE 100  
DENVER, CO 80233

**CLIENT TYPE**

OFFICE BUILDING

**PROJECT LOCATION**

10000 W. 10TH AVE. SUITE 100  
DENVER, CO 80233

**PROJECT DESCRIPTION**

OFFICE BUILDING

**DATE**

01/01/2010

**DESCRIPTION**

OFFICE BUILDING

**NO.**

1

**DESCRIPTION**

OFFICE BUILDING

**PROJECT NAME**

10000 W. 10TH AVE. SUITE 100  
DENVER, CO 80233

**PROJECT TYPE**

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**CLIENT NAME**

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DENVER, CO 80233

**CLIENT TYPE**

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**PROJECT LOCATION**

10000 W. 10TH AVE. SUITE 100  
DENVER, CO 80233

**PROJECT DESCRIPTION**

OFFICE BUILDING

**DATE**

01/01/2010

**DESCRIPTION**

OFFICE BUILDING

**NO.**

1

**DESCRIPTION**

OFFICE BUILDING

**PROJECT NAME**

10000 W. 10TH AVE. SUITE 100  
DENVER, CO 80233

**PROJECT TYPE**

OFFICE BUILDING

**CLIENT NAME**

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DENVER, CO 80233

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**PROJECT LOCATION**

10000 W. 10TH AVE. SUITE 100  
DENVER, CO 80233

**PROJECT DESCRIPTION**

OFFICE BUILDING

**DATE**

01/01/2010

**DESCRIPTION**

OFFICE BUILDING

**NO.**

1

**DESCRIPTION**

OFFICE BUILDING

**PROJECT NAME**

10000 W. 10TH AVE. SUITE 100  
DENVER, CO 80233

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**PROJECT LOCATION**

10000 W. 10TH AVE. SUITE 100  
DENVER, CO 80233

**PROJECT DESCRIPTION**

OFFICE BUILDING

**DATE**

01/01/2010

**DESCRIPTION**

OFFICE BUILDING

**NO.**

1

**DESCRIPTION**

OFFICE BUILDING

**PROJECT NAME**

10000 W. 10TH AVE. SUITE 100  
DENVER, CO 80233

**PROJECT TYPE**

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**CLIENT NAME**

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**PROJECT LOCATION**

10000 W. 10TH AVE. SUITE 100  
DENVER, CO 80233

**PROJECT DESCRIPTION**

OFFICE BUILDING

**DATE**

01/01/2010

**DESCRIPTION**

OFFICE BUILDING

**NO.**

1

**DESCRIPTION**

OFFICE BUILDING

**PROJECT NAME**

10000 W. 10TH AVE. SUITE 100  
DENVER, CO 80233

**PROJECT TYPE**

OFFICE BUILDING

**CLIENT NAME**

10000 W. 10TH AVE. SUITE 100  
DENVER, CO 80233

**CLIENT TYPE**

OFFICE BUILDING

**PROJECT LOCATION**

10000 W. 10TH AVE. SUITE 100  
DENVER, CO 80233

**PROJECT DESCRIPTION**

OFFICE BUILDING

## CO-OPERATIVE CARSHARING AGREEMENT

THIS AGREEMENT made the 27<sup>th</sup> day of October, 2020,

BETWEEN:

**MODO CO-OPERATIVE**  
200 - 470 Granville Street  
Vancouver, B.C.  
V6C 1V5

(**"Modo"**)

<b>SCHEDULE</b>		<b>D</b>
This forms part of application # DP19-0168 DVP19-0169		
Planner Initials	JB	 City of <b>Kelowna</b> COMMUNITY PLANNING

AND:

1080426 B.C. Ltd.  
920 – 1166 Alberni Street  
Vancouver, BC V6E 3Z3

(the **"Developer"**)

WHEREAS:

- A. Developer is the registered owner of those certain lands located in Kelowna, in the Province of British Columbia and legally described as follows:
- PID: 003-866-700,**  
**Lot 2 District Lot 14 Osoyoos Division Yale District**  
**Plan 2863 Except Plans 36584 and 40362,**  
(the **"Lands"**);
- B. Developer and/or its affiliates are undertaking a new development including a rental residential development for independent seniors (the **"Development"**) on the Lands;
- C. It is intended that that Development will include approximately 132 rental units (the **"Rental Units"**).
- 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 municipality of Kelowna in British Columbia (the **"Municipality"**) requires the Developer to provide two (2) co-operative vehicles (each a **"Shared Vehicle"** and, collectively, the **"Shared Vehicles"**) in connection with the Development and to be available as part of a service to share the use of the Shared Vehicles (the **"Carsharing Program"**);
- F. In addition, the Municipality required:
- (i) the Developer to designate one (1) parking space at the Development for the exclusive use of the Shared Vehicles (the **"On-Site Shared Vehicle Parking Space"** as set out in Schedule A hereto) in compliance with the construction standards for shared vehicle parking space as set out in Schedule B hereto and free-of-charge to Modo, and
  - (ii) at the Developer's cost, the Developer to work with the Municipality for the Municipality's provision of one (1) designated parking space at the Municipality's parking lot #637 located at 2955 Pandosy Street, Kelowna, BC (**"Lot #637"**) for exclusive use of the Shared Vehicles (the **"Off-Site Shared Vehicle Parking Space"** and together with the On-Site Shared Vehicle Space, the **"Shared Vehicle Spaces"**) in compliance with the construction standards for Shared Vehicle

Parking Spaces as set out in Schedule B hereto, except to the extent the Municipality will not provide a parking space that complies with such standards, and free-of-charge to Modo. It is anticipated that the Off-Site Shared Vehicle will be a parking space at Lot #637 that is selected by Modo and approved by the Municipality, in its sole discretion;

- G. Modo will, among other things, deliver the Shared Vehicles to the Shared Vehicle Parking Spaces and will make the Shared Vehicles available for use in accordance with the terms of this Agreement;
- H. Modo will, at its cost, operate, maintain, repair, replace and insure the Shared Vehicles and administer the service to share the Shared Vehicles (collectively, the "**Services**");
- I. Developer and Modo intend that the Shared Vehicles will be available for use by all members of Modo (collectively, the "**Modo Members**" and each a "**Modo Member**"), including the residents of the Development 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 given to it in section 14.1(e);
- (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 the right, title or interest in the Development and/or this Agreement from the Developer named herein;
- (f) "**Development**" has the meaning set out in Recital B;
- (g) "**Driving Credits**" has the meaning set out in section 7.2;
- (h) "**Estimated Occupancy Date**" has the meaning set out in section 3.6;
- (i) "**EV Station**" means the one (1) electric vehicle charging station that may be provided, installed, maintained and replaced by Modo, at Modo's sole cost, to be used for the sole purpose of charging the Shared Vehicles, and to be located next to the On-Site Shared Vehicle Parking Space and EV Station Electrical Outlet;

- (j) **"EV Station Electrical Outlets"** means one (1) energized electrical outlet, capable of 240 Volts and 30 Amps provided by Developer at the On-Site Shared Vehicle Parking Space in accordance with this Agreement;
- (k) **"Lands"** has the meaning set out in Recital A;
- (l) **"Lot #637"** has the meaning given to it in Recital F;
- (m) **"Marketing Materials"** has the meaning given to it in section 6.15;
- (n) **"Mediator"** means a member in good standing of the Arbitrators Association of British Columbia or Mediate BC;
- (o) **"Membership Holder"** means the Rental Owner;
- (p) **"Membership Obligations"** means and includes any and all obligations or liabilities that a member of Modo or other person who participates in Modo's activities, including any Resident (as defined below), may have or incur to Modo or any other member of Modo or any other person as a result of or in connection with such membership in Modo, participation in the activities of Modo, use of Modo's vehicles, or otherwise associated with the ownership of shares of Modo including, without limiting the generality of the foregoing, the obligation to pay any fee, monthly administrative fee, charge, fine or other cost to Modo or any other person;
- (q) **"Membership Shares"** means membership shares in Modo;
- (r) **"Modo Members"** has the meaning set out in Recital I;
- (s) **"Municipality"** has the meaning set out in Recital E;
- (t) **"Off-Site Shared Vehicle Parking Space"** has the meaning given to it in Recital F;
- (u) **"On-Site Shared Vehicle Parking Space"** has the meaning given to it in Recital F;
- (v) **"Occupancy Permit"** means the first occupancy permit issued by the Municipality in respect of the Development;
- (w) **"Partnership Membership"** means the Membership Holder membership in Modo by way of ownership of the Subject Shares;
- (x) **"Partner User"** means a Resident (as defined below) of the Development who benefits from Modo membership privileges by way of the Partnership Membership;
- (y) **"Project Fee"** has the meaning given to it in section 2.1;
- (z) **"Rental Agreement"** means a tenancy agreement or similar agreement between the Rental Owner and the tenant of a Rental Unit with respect to the occupancy of such Rental Unit for any length of time;
- (aa) **"Rental Owner"** means the owner of the Lands from time to time;
- (bb) **"Rental Units"** has the meaning set out in Recital C;
- (cc) **"Residents"** means collectively, the tenants of the Rental Units and **"Resident"** means any one of them;

- (dd) **"Services"** has the meaning set out in Recital H;
- (ee) **"Shared Vehicle Minimum Term"** means the term of three (3) years for each Shared Vehicle, commencing from the later of the Commencement Date or the first date that the applicable Shared Vehicle is made available for use by Modo Members at a Shared Vehicle Parking Space;
- (ff) **"Shared Vehicles"** has the meaning set out in Recital E;
- (gg) **"Shared Vehicle Parking Spaces"** has the meaning set out in Recital F;
- (hh) **"Shared Vehicle Development Sequence"** has the meaning given to it in section 6.3;
- (ii) **"Subject Shares"** has the meaning given to it in section 2.1(a)
- (jj) **"Sustainable Usage Levels"** means the level of use of the Modo vehicles by members that remains cost-effective to meet Modo's usage goals; and,
- (kk) **"Term"** means the term of this Agreement as described in section 9.1;

## ARTICLE 2 - PROJECT FEE

- 2.1 At least sixty (60) days prior to when the Estimated Occupancy Permit will be issued, the Developer will pay to Modo the aggregate sum of \$59,000.00 inclusive of taxes and fees (the **"Project Fee"**), representing the following:
  - (a) \$1,000.00 for the purchase of one hundred (100) Membership Shares (the **"Subject Shares"**); and
  - (b) \$58,000.00 for the purchase of the Shared Vehicles.
- 2.2 If the Occupancy Permit is issued later than the year 2021, 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. Such increase will be allocated to the cost for the purchase of the Shared Vehicle, as set out in section 2.1(b).
- 2.3 Upon payment of the Project Fee, Modo will issue the Subject Shares and will issue a receipt to the Developer confirming payment of the Project Fee to Modo.
- 2.4 The 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.

## ARTICLE 3 - BENEFITS AND OBLIGATIONS OF DEVELOPER

- 3.1 The Developer agrees:
  - (a) to designate the On-Site 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 during the Term of this Agreement on and subject to the terms of this Agreement; and
  - (b) to use commercially reasonable efforts to secure the Off-Site Shared Vehicle Parking Space for the exclusive use of Modo, in compliance with the standards set out in Schedule B, except to the extend otherwise designated by the Municipality, and free-of-charge to Modo during the Term



of this Agreement on and subject to the terms of this Agreement and at all times subject to such applicable rules, regulations and bylaws imposed by the Municipality from time to time, with which Modo agrees to observe, perform and comply, for the Off-Site Shared Vehicle Parking Space and Lot #637 and the use and enjoyment thereof by Modo, the Developer, the Rental Owner, the Modo Members and members of the public. For the purpose of Section 3.1(b), Modo will cooperate with the Developer as the Developer carries out such reasonable efforts, including entering into such agreements with the Municipality as the Municipality may require in connection with Modo's use and enjoyment of the Off-Site Shared Vehicle Parking Space.

- 3.2 The Developer agrees that throughout the Term of this Agreement, subject to section 11.5, the On-Site 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, and the Off-Site Secured Vehicle Parking Space will be accessible to and exclusively useable by Modo Members on the terms and conditions on which the Municipality agrees to provide such Off-Site Shared Vehicle Parking Space.
- 3.3 The Developer permits Modo to directly authorize removal of unauthorized vehicles parked in the On-Site 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. The unauthorized vehicle(s) parked in the On-Site Shared Vehicle Parking Space would be removed at the vehicles owners' risk and expense.
- 3.4 The Developer permits Modo, at Modo's sole cost, to connect the EV Station to the EV Station Electrical Outlet. Modo will be responsible for and repair all damages to the Development caused directly or indirectly from the installation or connection of the EV Station to the EV Station Electrical Outlet.
- 3.5 The Developer agrees that the EV Station Electrical Outlet will be for the exclusive use of Modo during the term of this Agreement.
- 3.6 At least sixty (60) calendar days prior to the date the 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, the Developer will further provide Modo with written notice of the Commencement Date.

#### ARTICLE 4 - ASSUMPTION BY MEMBERSHIP HOLDER

- 4.1 Once Developer is in a position to do so (as determined by the Developer in its sole discretion), Developer will cause the Rental Owner to execute an assumption agreement which provides that the Rental Owner agrees to be bound by the terms and conditions of this Agreement and assumes all of the obligations of the Developer and the Membership Holders under this Agreement. If the Subject Shares were issued to the Developer prior to such assumption, then the Developer will transfer an undivided interest in the Subject Shares to the Rental Owner concurrently with such assumption; and Modo hereby consents to such transfer.
- 4.2 Once the Developer, has complied with its obligations under section 4.1, the Developer will have no further obligations or liabilities whatsoever hereunder, except that the Developer (and not the Membership Holder) will continue to be liable for the Developer's obligations under ARTICLE 2 -, ARTICLE 3 -, and this ARTICLE 4 -.

## ARTICLE 5 - BENEFIT AND OBLIGATIONS OF THE MEMBERSHIP HOLDER

- 5.1 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 vests in the Residents of the Development in accordance with this Agreement.
- 5.2 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 Vehicles and participate in the Carsharing Program.
- 5.3 Subject always to section 5.2, a Resident may only have the benefit of the Partnership Membership for as long as the Resident is actually residing within a Rental Unit in the Development.
- 5.4 No Resident has any right to require Modo to redeem any Subject Shares held by the Membership Holder for the benefit of such Resident or to receive any amount that may be payable upon the redemption thereof.
- 5.5 No Resident will be entitled to participate in the Services or otherwise be entitled to rights associated with the Subject Shares of, or membership in, Modo held by the Membership Holder or its affiliates, subsidiaries, successors or assigns unless that Resident agrees to indemnify and save harmless the Developer and the Membership Holder and their respective subsidiaries, successors and assigns from any and all Membership Obligations incurred and 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 associated with the Subject Shares of, or membership in, Modo held by the Membership Holder or its affiliates, subsidiaries, successors or assigns for the benefit of such Resident.
- 5.6 Not more than every six (6) calendar months during the Term of this Agreement (commencing on the date that is at least six (6) months after the Commencement Date), Modo will provide the Rental Owner in writing with the name of each Partner User who provided Modo with the address of a Market Rental Unit as that Partner User's residential address.
- 5.7 Within thirty (30) calendar days after receipt of the information, referred to in section 5.6, the Rental Owner will confirm to Modo in writing which Partner Users have ceased to be Residents of their respective Rental Units, and Modo will cancel such Partner Users' benefits of the Partnership Membership and such former Residents will cease to be Partner Users.
- 5.8 The Rental Owner will use reasonable commercial efforts to cause Residents of the Rental Units who are Partner Users to comply with the rules set out in Schedule C.
- 5.9 Subject to section 11.4 herein, the Rental Owner will ensure that the rules in the form attached hereto as Schedule C will be provided as a separate document with any and all Rental Agreements that the Rental Owner enters into for the occupancy of Rental Units for any length of time.
- 5.10 Modo will be the sole provider of the Carsharing Program in respect of the Shared Vehicles during the Term of this Agreement.
- 5.11 The Rental Owner agrees to pay for the electricity withdrawn from the EV Station Electrical Outlets when due and Modo will reimburse the Rental Owner in accordance with section 6.11.
- 5.12 No Membership Holder will be liable hereunder for any breach of this Agreement by any other Membership Holder, and any Membership Holder which breaches this Agreement will be solely liable for such breach.



**ARTICLE 6 - BENEFITS AND OBLIGATIONS OF MODO**

- 6.1 MODO agrees that the Partnership Membership will allow up to a maximum number of Residents to be Partner Users at any given time equal to the Project Fee paid hereunder divided by \$500, rounded down to the closest whole number. Based on a Project Fee of \$59,000, the maximum number of Resident who may be Partner Users is one hundred and eighteen (118). 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.
- 6.2 Any number of Residents of any given Rental Unit in the Development 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 6.1.
- 6.3 MODO will use the Project Fee, less the amount required to purchase the Subject Shares, to purchase two (2) new four-wheeled automobiles for use as the Shared Vehicles, and will, forthwith upon the purchase of each Shared Vehicle, provide Developer with a copy of such Shared Vehicle's registration evidencing that such Shared Vehicle is registered in the name of MODO together with proof of insurance.
- 6.4 MODO will deliver the Shared Vehicles to the Shared Vehicle Parking Spaces and will make the Shared Vehicles available for use by the MODO Members in accordance with the terms of this Agreement and pursuant to the deployment sequence of the Shared Vehicles (the "**Shared Vehicle Deployment Sequence**") as set out in Schedule D hereto.
- 6.5 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 Vehicles at another location suitable for its use within the Carsharing Program and make them available for use by MODO Members, provided always that MODO will deliver the Shared Vehicles to the Shared Vehicle Parking Spaces by no later than the dates set out Shared Vehicle Deployment Sequence.
- 6.6 MODO agrees to provide the Shared Vehicles for the use of MODO Members and to cause the Shared Vehicles to be parked in the Shared Vehicle Parking Spaces at all times when not in use by a MODO Member and when not being repaired or serviced. For greater certainty, MODO will not be responsible for any costs in respect of the use of and access to the Shared Vehicle Parking Spaces during the Term of this Agreement, including, without limitation, the maintenance of the Shared Vehicle Parking Spaces.
- 6.7 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 the Developer may clean up such spill or leak, and MODO will, forthwith on demand reimburse the Developer for the cost thereof.
- 6.8 MODO will at its sole expense install appropriate signage on the Shared Vehicle Parking Spaces for the Shared Vehicles, which in the case of the Off-Site Shared Vehicle Space must be approved by the Municipality prior to installation. The parties agree that the signage must be clear, visible and legible and will indicate that the Shared Vehicle Parking Spaces are reserved for the exclusive benefit of the Shared Vehicles.
- 6.9 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 Vehicles and the Carsharing Program in a prudent manner. If a Shared Vehicle is damaged beyond repair during the Shared Vehicle Minimum Term for such Shared Vehicle, then MODO will promptly replace such Shared Vehicle with a vehicle of at least equivalent value and function and such replacement vehicle will be such Shared Vehicle for all purposes hereunder.

- 6.10 Modo acknowledges and agrees that Developer will not be responsible for any costs or other obligations associated with the Shared Vehicles, the EV Station, the Carsharing Program or the Services, including, without limitation, any applicable taxes or delivery fees in respect of the purchase of the Shared Vehicles or any user or membership fees of any of the Residents, other than the payment of the Project Fee, the use of and access to the On-Site Shared Vehicle Parking Space and EV Station Electrical Outlet and the Developer's obligation to use commercially reasonable efforts to secure the Off-Site Shared Vehicle Parking Space for Modo's use as contemplated by Section 3.1(b).
- 6.11 Modo will pay a fee to the Rental Owner in an amount equal to the amount paid by the Rental Owner for the electricity withdrawn from the EV Station Electrical Outlet, based on data logs and reports from the EV Station. The fee will be paid in arrears on a yearly basis, starting on the Commencement Date or such other date as may be agreed upon by the Rental Owner and Modo.
- 6.12 Modo reserves the right to temporarily relocate the Shared Vehicles parked in the Shared Vehicle Parking Spaces if access to the Shared Vehicle Parking Spaces is not provided in accordance with section 3.2 for a duration greater than twenty-four (24) consecutive hours and until access to the Shared Vehicle Parking Spaces has been re-established in accordance with section 3.2; provided that Modo gives prior written notice to the Rental Owner of its intent to do so. Promptly following access being re-established Modo will relocate the Shared Vehicles back to the Shared Vehicle Parking Spaces.
- 6.13 Modo reserves the right to relocate the Shared Vehicle parked in the On-Site Shared Vehicle Parking Space if access to the EV Station Electrical Outlet is not provided in accordance with section 3.5 for a duration greater than twenty-four (24) consecutive hours and until access to the EV Station Electrical Outlet has been re-established in accordance with section 3.5; provided that Modo gives prior written notice to the Rental Owner of its intent to do so. Promptly following access being re-established Modo will relocate the applicable Shared Vehicle back to the On-Site Shared Vehicle Parking Space.
- 6.14 Modo will provide orientation to all Residents wishing to participate in the Carsharing Program or use Modo vehicles in such detail as required by such Residents, acting reasonably.
- 6.15 Modo will provide Developer with marketing materials (the "**Marketing Materials**") to promote participation in the Services to Residents and prospective residents of the Development.
- 6.16 Modo represents and warrants that there are no other obligations associated with the holding of the Subject Shares beyond those which are contemplated in this Agreement, in the rules and policies of Modo regarding its shares, or at law.
- 6.17 During the Term of this Agreement, Modo shall take out and maintain at its own expense public liability, property damage insurance and all other insurance required to be taken out at law by Modo in connection with the Carsharing Program or its provision of the Services hereunder. Such policies shall be in form and substance satisfactory:
- (a) in the case of the On-Site Shared Vehicle Parking Space, to the Rental Owner, acting reasonably, and
  - (b) in the case of the Off-Site Shared Vehicle Parking Space, to the Rental Owner, acting reasonably, and to the Municipality, in its sole discretion,

and in all cases shall include, without limitation, coverage for personal injury, automobile liabilities and owners' and contractors' protective insurance coverage with respect to the Shared Vehicle Parking Spaces and Modo's use thereof; with coverage to include the activities and operations conducted by Modo and any other person on at the Shared Vehicle Parking Spaces, and by Modo and any other person performing work on behalf of Modo and those for whom Modo is in law responsible in any part

of the Lands. Such policies shall be written on a comprehensive basis with inclusive limits of not less than \$5,000,000 (five million dollars) provided by a commercial general liability policy, for any one occurrence. All such policies must contain a severability of interest clause and a cross liability clause, and shall be primary and not call into contribution any other insurance available to the Rental Owner or any mortgagee of the Lands. If requested by the Rental Owner or the Municipality, Modo shall from time to time promptly deliver to the Rental Owner or the Municipality, as applicable, certified copies or other evidence of such policies and evidence satisfactory to the Rental Owner or the Municipality, as applicable, that all premiums thereon have been paid and the policies are in full force and effect.

- 6.18 The Rental Owner may from time to time prescribe such reasonable rules and regulations with respect to the use of the Lands or the On-Site Shared Vehicle Parking Space provided that, notwithstanding the right of the Rental Owner to make reasonable rules and restrictions from time to time, such rules and restrictions will not:
- (a) permit the Rental Owner or any other person to charge or permit to be charged, directly or indirectly, any fee whatsoever for the access to or use by the Modo Members who are properly using the On-Site Shared Vehicle Parking Space in accordance with the Carsharing Program; and
  - (b) in any way whatsoever limit the obligation of the Rental Owner to make the On-Site Shared Vehicle Parking Space and all access to and egress from the On-Site Shared Vehicle Parking Space available to the Modo Members who are properly using the On-Site Shared Vehicle Parking Space in accordance with the Carsharing Program; provided that, the Rental Owner may locate the On-Site Shared Vehicle Parking Space behind a security gate or other mechanism restricting access only if the Modo Members are provided with a convenient means of access to the On-Site Shared Vehicle Parking Space.

#### ARTICLE 7 - MARKETING AND MONITORING

- 7.1 Modo acknowledges that the premises within the Development will be occupied by Residents that will change over time.
- 7.2 Modo will establish a marketing program (the "**Marketing Program**") where Modo will credit \$100 of driving credits ("**Driving Credits**") to the Modo account of each Resident who becomes a Modo Member, which Driving Credits will only be applied to fees for usage of Modo vehicles, for the duration of the Shared Vehicle Minimum Term.
- 7.3 Throughout the duration of the initial marketing for the rental of Rental Units in the Development (which for avoidance will end six (6) months after the Commencement Date), Developer agrees to provide the Marketing Materials to prospective residents and Residents. This will be done through Developer's existing marketing channels such as email, website, collateral, sales agents and property managers, with the intent to raise awareness and usage of the Services, and with the Marketing Materials supplied by Modo, including:
- (a) a short description of Modo and offer for the Residents on the Development's website;
  - (b) to the extent permitted by law, a direct email or mail to the Residents once the first Residents have moved in 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 the first Residents have moved in 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 offer for Residents,

and the Membership Holder consents and agrees to the foregoing and will take such reasonable steps as reasonably required to assist the Developer in carrying out the foregoing obligations.

- 7.4 During the Term 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 the party in writing).
- 7.5 Developer and Modo will only use each other's wordmarks, logos or trade names during the Term of this Agreement solely in connection with activities relating to the Development. Any other use must receive the prior written approval of each party (by mail or electronic mail).
- 7.6 The Membership Holder will permit Modo to monitor the impacts of its Services by facilitating the administration of monitoring 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 monitoring measures.

#### **ARTICLE 8 - SECURITY INTEREST**

- 8.1 Subject to receipt of the Project Fee, as security for the performance of Modo's obligations hereunder Modo agrees to grant to Developer a security interest in the Shared Vehicles and to execute a security agreement in the form attached as Schedule E hereto.
- 8.2 Modo acknowledges and agrees that Developer may register a security interest in the Shared Vehicles for a term equal to the Shared Vehicle Minimum Term in the British Columbia Personal Property Registry.

#### **ARTICLE 9 - NO FIXED TERM**

- 9.1 The Term of this Agreement 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 10 - MUTUAL REPRESENTATIONS**

- 10.1 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 corporate power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement; and
  - (c) this Agreement has been duly executed and delivered on its behalf and constitutes a legal, valid and binding obligation, enforceable against it in accordance with its terms.

## **ARTICLE 11 - TERMINATION AND AMENDMENT**

- 11.1 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 the Developer will give notice of same and thereafter this Agreement will be terminated and both parties will be relieved of their obligations herein, except as expressly set out herein.
- 11.2 No amendment, addition, deletion or other modification to this Agreement will be effective unless in writing and signed by each party.
- 11.3 This Agreement may not be amended or terminated without the prior written consent of the General Manager of Engineering Services, except as expressly set out herein.
- 11.4 Notwithstanding sections 11.2 and 11.3, 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 each group of Residents. Upon any amendments, Modo will immediately notify the Membership Holder, following which the Membership Holder will notify the Residents of such amendments.
- 11.5 Developer and Modo agree that, if the usage of a Shared Vehicle falls below Sustainable Usage Levels, and only after the Shared Vehicle Minimum Term of such a Shared Vehicle has expired, Modo may exercise its right, in its sole discretion, to: (i) replace such a Shared Vehicle with any vehicle of Modo's choice, or (ii) relocate such a Shared Vehicle from the Shared Vehicle Parking Spaces, in each case so as to ensure that the terms of the Agreement are not oppressive to Modo or its members.
- 11.6 In the event of relocation of all Shared Vehicles pursuant to section 11.5, then the Shared Vehicle Parking Spaces will no longer need to be made available to Modo and section 5.10 will cease to apply, and Modo will not be obligated hereunder to provide the Services or make the Shared Vehicles available for use of Partner Users, 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 11.5, this section 11.6 will not apply.
- 11.7 If the Development is destroyed and not rebuilt in a form substantially similar to the original buildings, Modo or the Membership Holder 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 Subject Shares purchase price.
- 11.8 Either party will have the right to terminate this Agreement forthwith on the dissolution, winding up or bankruptcy of the other party.

## **ARTICLE 12 - SUBSEQUENT TRANSFERS OF THE LANDS**

- 12.1 If at any time following the assumptions and transfer referred to in section 4.1, the Rental Owner subsequently transfers its interest in the Lands to a transferee, then the Rental Owner will cause such transferee to execute an assumption agreement which provides that such transferee agrees to be bound by the terms and conditions of this Agreement and assumes all of the obligations of the Developer and the Membership Holders under this Agreement, and the Rental Owner will transfer the Rental Owner's interest in the Subject Shares to such transferee, and the transferring Rental Owner will not be liable for any obligations or liabilities arising hereunder from and after the date of such transfer.

### ARTICLE 13 - DEFAULT

- 13.1 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) calendar days of receipt of such written notice, then the party claiming default may proceed with the dispute resolution procedures provided for herein.

### ARTICLE 14 - DISPUTE RESOLUTION

- 14.1 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) if the dispute remains unresolved for thirty (30) calendar days after a notice of dispute has been issued as per subsection 14.1 (b), or if a default is not cured within thirty (30) calendar 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. If the parties fail or neglect to agree upon a Mediator within ten (10) calendar days, the Mediator will be appointed by reference to a Judge of the Supreme Court of British Columbia. No one will act as a Mediator who has any direct or indirect interest in the subject matter of the Agreement or any direct or indirect interest in the parties to this Agreement;
  - (b) 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 the Agreement. 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;
  - (c) after a period of ten (10) days following receipt of a responding party's written notice of reply, the parties will request the Mediator to assist the parties to reach agreement on any unresolved dispute. The Mediator will conduct a non-binding mediation of the dispute according to the rules and procedures as determined by the Mediator;
  - (d) if the dispute has not been resolved within ten (10) days after the Mediator was requested under subsection 14.1(a) to assist the parties to reach an agreement, 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;
  - (e) except for claims for injunctive relief, all claims, disputes and other matters in question between the parties to the Agreement arising out of or relating to this Agreement which are not resolved by use of the Mediator, 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 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;



- (f) the parties covenant and agree that the Arbitrator appointed hereunder has the power, among other things, to 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;
- (g) the award 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;
- (h) 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
- (i) the parties will each bear their own costs in connection with the foregoing and all costs of the arbitration (including the Mediator and the Arbitrator) will be shared equally by the parties.

14.2 The dispute resolution provisions herein will survive termination of this Agreement.

### **ARTICLE 15 - NOTICES**

15.1 Notices under this Agreement will be provided in writing to the following addresses or electronic mail addresses set out below:

(a) Developer:

- 920 – 1166 Alberni Street, Vancouver, BC V6E 3Z3
- Email: [mlucas@parcliving.ca](mailto:mlucas@parcliving.ca)

(b) Modo:

- 200 – 470 Granville Street, Vancouver, BC, V6C 1V5
- Email: [info@Modo.coop](mailto:info@Modo.coop)

15.2 All notices will be deemed to have been delivered on the next business day following their posting or emailing.

15.3 Addresses for notices may be amended by written notice from one party to the other.

### **ARTICLE 16 - ASSIGNMENT**

16.1 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. Notwithstanding the foregoing:

- (a) the Developer may assign this Agreement to the Rental Owner without Modo's prior consent but on notice to Modo; and
- (b) no consent from Modo shall be required to a transfer of the Lands contemplated by section 12.1 so long as the transferee assumes all of the Rental Owner's obligations hereunder provided that the Rental Owner gives notice to Modo of such transfer.

### **ARTICLE 17 - INDEMNITY**

17.1 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 16.1 will survive the termination of the Agreement.

#### **ARTICLE 18 - GENERAL**

- 18.1 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.
- 18.2 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.
- 18.3 Any provision of this Agreement (other than a condition precedent to the performance of an obligation by a party) that is or becomes unenforceable will be unenforceable to the extent of such unenforceability without invalidating the remaining provisions hereof. To the extent permitted by applicable law, each of the parties hereby waives any provision of law that renders any provision hereof unenforceable in any respect.
- 18.4 Any waiver or consent will be effective only in the instance and for the purpose for which it is given. A failure to enforce any breach of this Agreement by any party does not constitute a waiver of such breach or any provision of this Agreement by such party.
- 18.5 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.
- 18.6 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.
- 18.7 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.
- 18.8 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:

  
Name: Patrick Nangle  
Title: CEO

*By Developer:*

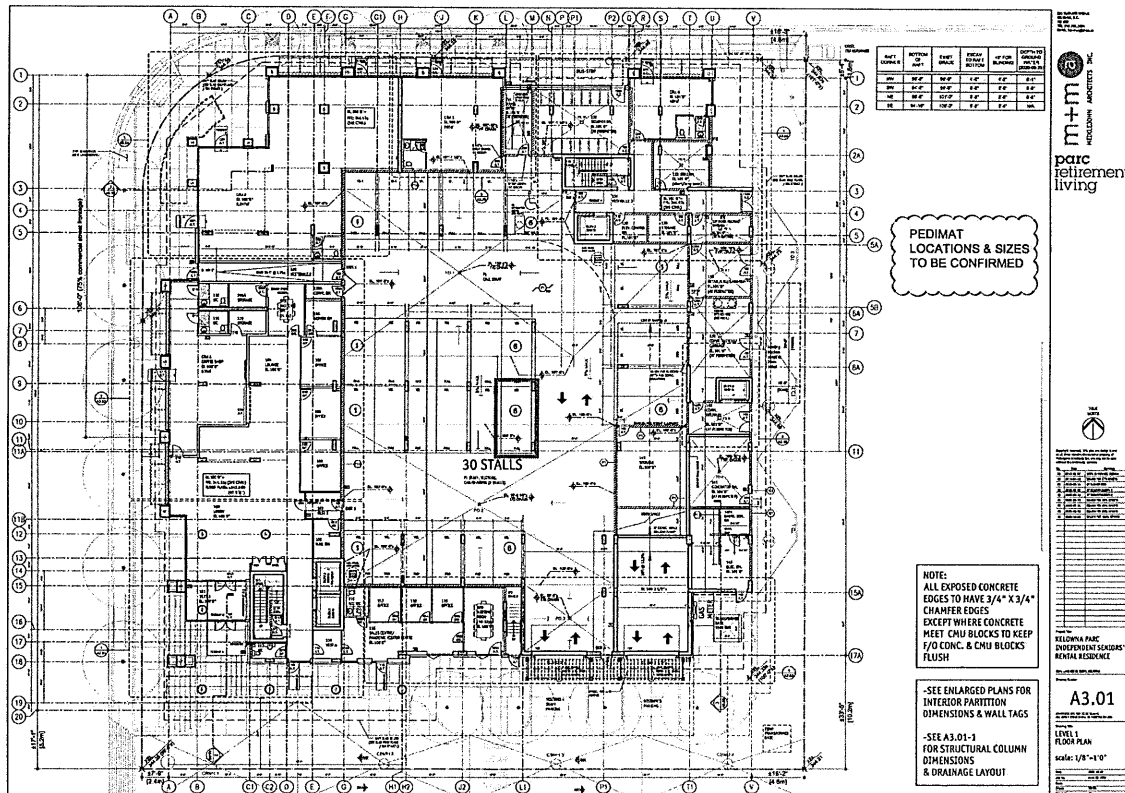
1080426 B.C. LTD., by its authorized signatory

By:

  
Name: M. Lucas  
Title: Executive Director  
Business Development



## SCHEDULE A SHARED VEHICLE PARKING SPACES FOR SHARED VEHICLES



## **SCHEDULE B**

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

The On-Site 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 On-Site Shared Vehicle Parking Space is being constructed and, except as otherwise provided in this Agreement or otherwise agreed to by MODO and the Developer, the Shared Vehicle Parking Spaces provided or secured will be in accordance with the following specifications and requirements.

Notwithstanding anything else in this Agreement, the Developer will not be in breach of its obligations under this Agreement if the Municipality does not agree to provide the Off-Site Shared Vehicle Parking Space in accordance with the following standards.

#### **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 2.7 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 centimeters 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 at the same location, the spaces shall be located next to each other or in close proximity.

#### **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 access the Shared Vehicle Parking Space by foot when the Shared Vehicle Parking Space is located in a gated parkade shall consist of access being granted by the receptionist for the Development. The procedure shall be simple and consistent to prevent access disruption.

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 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.

Such signage will include: 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.

Such pavement markings will include: 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 Shared Vehicle Parking Space shall be provided with an energized electrical outlet capable of providing Level 2 charging (240 Volts/30 Amps) or higher to the Shared Vehicle Parking Space.

If the Shared Vehicle is an electric vehicle, then a Level 2 electric vehicle charging station shall be supplied and installed in the Shared Vehicle Parking Space.

**SCHEDULE C**  
**RULES ATTACHING TO THE MEMBERSHIP SHARES IN MODO CO-OPERATIVE**

1. The following terms have the following meanings:
  - (a) **"Membership Holder"** means the owner(s) of the Rental Housing Development(s);
  - (b) **"Modo"** means Modo Co-operative;
  - (c) **"Rental Housing Development"** means, collectively, the rental housing development located at \_\_\_\_\_, British Columbia;
  - (d) **"Residents"** means the residents of rental units in the Rental Housing Development, and each such resident is referred to herein as a **"Resident"**;
2. \_\_\_\_\_ (the **"Rental Property Owner"**), being the owner of the Rental Housing Development, has assumed, or will assume, an agreement (the **"Co-Operative Carsharing Agreement"**) with Modo whereby Modo has issued to the Membership Holders membership shares (the **"Modo Shares"**) in Modo for the benefit of the 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, can, on a continuing basis, enjoy the benefits of Modo Shares subject to meeting Modo's eligibility requirements as set out on Modo's website from time to time.
4. Residents exercising the rights and benefits of Modo membership by way of the Modo Shares owned by the Membership Holder (each such Resident is referred to herein as a **"Partner User"** and together **"Partner Users"**) benefit from the same price plan for usage of Modo vehicles as shareholders of Modo and are not granted voting rights.
5. Each Resident may apply to become a Partner User, provided that membership privileges are granted to applying and eligible Residents on a first-come, first-served basis.
6. Each Resident will be responsible for and will save the Membership Holder and their respective subsidiaries, successors or assigns harmless from any and all its obligations incurred and 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 use of Modo services or otherwise associated with the Modo Shares of, or membership in, Modo held by the

Membership Holder or its subsidiaries, successors or assigns for the benefit of such Resident.

7. Residents may make use of Modo vehicles, pursuant to the Co-Operative Carsharing Agreement and pursuant to the policies and rules of membership in Modo.
8. In order for a Resident to become a Partner User, the Resident must apply to Modo, such application including but not limited to the following:
  - (a) The Resident, if a holder of a driver's licence issued in British Columbia, Canada, must prove current residency at the Development by providing Modo with a copy of its current driver's records indicating the Resident's address within the Rental Housing Development;
  - (b) The Resident, if 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 Rental Housing Development; and
  - (c) The Resident must provide contact information and any other information required by Modo regarding the Resident that would allow Modo to determine if the Resident qualifies to exercise the rights and benefits of membership as provided herein and by the rules and policies of Modo as posted on its website and updated from time-to-time.
9. A Resident eligible for a membership in Modo may only exercise the rights and benefits of membership in Modo if such Resident would otherwise qualify and/or meet the requirements for those rights and benefits as posted on Modo's website and updated from time-to-time.
10. If at any time a Resident does not meet the criteria for the rights and benefits of membership in Modo, then the Resident may not exercise any Modo membership rights and benefits until such time that the Resident may again qualify for the rights and benefits of membership according to the rules for such membership as set out herein and in the rules and policies of Modo.
11. Except as provided in these rules, the benefits of Modo membership may only be exercised by Residents who actually reside in a rental unit located in the Rental Housing Development, and the benefits may not under any circumstances be assigned, transferred or sold by Residents except as provided herein.
12. The Modo Shares owned by the Membership Holder attach to the rental units within the Rental Housing Development, and the beneficial interest in the Modo Shares vests in the Residents. Residents who no longer reside in the Rental



Housing Development will also lose the benefit of the Modo Shares owned by the Membership Holders.

13. Every six (6) calendar months, Modo will provide to the Rental Property Owner, in writing, the names of all Partner Users that are, according to Modo's records, residents of the Rental Housing Development owned by the Rental Property Owner. Within thirty (30) calendar days after receipt of this information, the Rental Property Owner will inform Modo in writing which Partner Users have ceased to be Residents of such Rental Housing Development, and unless otherwise advised, Modo will cancel the former Residents' beneficial interest in the Modo Shares owned by the Membership Holders.
14. No Resident is entitled to compensation or a refund of the Modo Shares purchase price upon the transfer of any share or benefit as provided herein, and no Resident may demand or otherwise require Modo to refund or redeem the Modo Shares.
15. Partner Users may decide to cease exercising the benefits of the Modo Shares owned by the Membership Holders, but the Modo Shares remain in the name of the Membership Holders and attach to the rental units within the Rental Housing Development.
16. Modo reserves the right to revoke membership privileges of any Partner User who does not book a Modo vehicle for twelve (12) consecutive months.
17. Upon destruction of the Rental Housing Development, and if there is a decision to not rebuild the Rental Housing Development, then the Modo Shares and the purchase price therefor will be absolutely forfeited to Modo without right of compensation of any kind.
18. If the rules contained herein are not provided to a Resident who is a tenant of the Rental Housing Development, then, at the option of Modo, the right of such Resident to be a Partner User and to exercise the rights and benefits of Modo membership by way of the Modo Shares owned by the Membership Holders may be suspended or terminated, without any compensation to the Rental Property Owner or such Resident, provided however that Modo will continue to operate the car sharing program notwithstanding any such suspension or termination.

**SCHEDULE D  
SHARED VEHICLE DEPLOYMENT SEQUENCE**

<b>Shared Vehicle</b>	<b>Location of the Shared Vehicle Parking Space</b>	<b>Commencement of Shared Vehicle deployment</b>	<b>Conditions for deployment of the Shared Vehicle</b>
Shared Vehicle #1	On-Site Shared Vehicle Parking Space	Within seven (7) days after the Commencement Date.	The On-Site Shared Vehicle Parking Space is accessible as per sections 3.1 and 3.2 of this Agreement.
Shared Vehicle #2	Off-Site Shared Vehicle Parking Space	Within 60 days after all conditions set out in the column titled "Conditions for deployment of the Shared Vehicle" for Shared Vehicle #2 are met or earlier if deemed appropriate by Modo.	<p>The Off-Site Shared Vehicle Parking Space is accessible as per sections 3.1 and 3.2 of this Agreement.</p> <p>Shared Vehicle #1 is available to Modo Members as part of the Carsharing Program; and</p> <p>Aggregate utilization of all Modo vehicles located within one (1) kilometre radius of the Development is equal or superior to the 40th percentile of Modo's vehicle fleet overall during an entire fiscal quarter.</p>

## SCHEDULE E SECURITY AGREEMENT

BY:

**MODO CO-OPERATIVE**  
200 - 470 Granville Street,  
Vancouver, B.C.  
V6C 4V5

(the "Grantor")

IN FAVOUR OF:

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

(the "Secured Party")

**WHEREAS:**

- A. The Secured Party has financed the acquisition by the Grantor of the following vehicle(s):

Make/Model: \_\_\_\_\_  
Vehicle Identification Number: \_\_\_\_\_

Make/Model: \_\_\_\_\_  
Vehicle Identification Number: \_\_\_\_\_

(the "Shared Vehicles"); and

- B. The Grantor has agreed to deliver this Agreement to create security over the interest it has in the Shared Vehicles 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 Vehicles.** 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 Vehicles and any replacements thereof. If the Make/Model and/or the Vehicle Identification Number of the Shared Vehicles (or either of them) is not available at the date of execution of this agreement or if such details change during the term of this Agreement, the Grantor covenants and agrees to provide such details to the Secured Party in writing as soon as same are available.
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 Vehicles, 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 Vehicles.

3. **Use and Location of the Shared Vehicles.** The Grantor will not sell, lease or otherwise dispose of the Shared Vehicles without the prior written consent of the Secured Party and the Grantor will keep the Shared Vehicles in good condition, reasonable wear and tear excepted.
4. **No Liens on Shared Vehicles.** The Grantor will not permit any lien, charge, encumbrance or security interest (each, a "**Lien**") to attach to the Shared Vehicles 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.
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 Vehicles.
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.
16. **Copy of Agreement and Financing Statement.** The Grantor hereby: (a) acknowledges receiving a copy of this Agreement; and (b) waives all rights to receive from the Secured Party a copy of any financing statement, financing change statement or verification statement filed at any time in respect of this Agreement or the security granted hereunder.

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

\_\_\_\_\_, \_\_\_\_.

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

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

<b>ATTACHMENT B</b>	
This forms part of application # <b>DP19-0168/DVP19-0169</b>	
Planner Initials	<b>JB</b>
 <b>City of Kelowna</b> COMMUNITY PLANNING	



October 22, 2020

The City of Kelowna  
Planning Department  
4035 Water Street  
Kelowna, British Columbia  
V1Y 1J4

Attention: Jocelyn Black, Planning Specialist

Dear Jocelyn,

**Re:** Development Permit & Development Variance Permit Application - PARC Kelowna  
3101 Lakeshore Road, Kelowna, B.C.  
**Design Rationale**

PARC Retirement Living provides quality rental-residential living options to a growing number of older adults who wish to continue to live active, independent lives – fully connected to the neighbourhoods that they cherish.

Like its' five other rental-residential projects, PARC's objective for the Pandosy Village location is to create an attractive, innovative, sustainable, and durable residence that serves both the independent seniors who will live here and the surrounding community that will appreciate and enjoy a quality building as an important and positive contribution to their daily experience of life in Pandosy Village.

### **Project Context and General Rationale**

The property, located at 3101 Lakeshore, has been vacant since the demolition of the Husky gas station in 2009. The Phase 1 Environmental Report confirmed the presence of contaminated soils that will be remediated during the construction of this project.

A high-water table that raises to approximately 4' below the surface during the Spring and Summer adds an additional challenge to the development of this site.

The proposed residence is a 7-storey residential L-shaped building on a 2-storey podium that occupies most of the site. The two-story podium is comprised of street-level retail spaces along KLO and Lakeshore, as well as the residence's main entrance and reception area along Lakeshore. To avoid the high-water table all the proposed levels will be above grade.

The retail and building service/amenity frontages conceal a 2-storey covered parkade. Level 1 is reserved for visitors, staff, and car sharing. Level 2 is reserved for residents.

The proposed development meets all the requirements of the C-4 zoning with the singular exception of the overall height. PARC is requesting a height variance to the bylaw and to utilize the maximum allowable density. We are proposing the following benefits as replacement the courtyard requirement:

1. Beautification: PARC will plant large street trees for immediate benefit. This is possible through the installation of soil cells, ensuring full growth along KLO and Lakeshore.

**PARC Communities  
Management Ltd.**

920 – 1166 Alberni Street, Vancouver, BC V6E 3Z3  
**parcliving.ca | 604.408.5811**

2. Custom Bus Shelter: Relocating the bus stop from KLO onto PARC's property at PARC's expense and within BC Transit's standards. This customized bus stop will be integrated into the overall building design' and will provide a 'backdrop' for locally-sourced public art;
3. Urban Plaza: Created at the corner of KLO and Lakeshore, providing a safe walk through at a busy intersection. An additional public art piece will be installed in the plaza.;
4. Expansive planted boulevard: Installed along Lakeshore to provide a visual and acoustical buffer.
5. Coffee Shop/Wine Bar: Operated by PARC and open to the public along Lakeshore. It is also available for community meetings as requested by local community groups;
6. Inclusion of a larger (1.8m clear) sidewalk, partially on PARC's property, along KLO and Lakeshore;
7. An additional (beyond bylaw stipulations) 'set-back' of the 2-storey podium at KLO and Lakeshore to enhance pedestrian traffic space. There is a second setback at L3 and a third setback at L8;
8. Inclusion of additional design features will enhance the experience of the building at street level. These include the incorporation of 'jogs' in the 2-storey podium along KLO and Lakeshore, the use of wood elements in the feature canopies and CRU canopies, extensive landscaping (including greenery that will cascade over the edge of the 2-storey podium) and the use of brick and glass to provide transparency and a human scale to the streetscape;
9. Provision of two (2) car share vehicles, accessible 24 hours a day, seven days a week in the L1 parkade;
10. The use of high-quality building materials such as brick, cementitious panels and aluminum panels throughout the project;
11. The inclusion of extensive landscaping on the L4 roof deck.

We feel that these elements are better, safer, more useable at all times of the day and more attractive options than a literal courtyard with limited use.

## **Detailed Description of the Design**

### **The Public Realm and Pedestrian Experience**

- An inviting, high-quality pedestrian experience/public realm along Lakeshore and KLO is the primary focus of the form and character design process. The general building design creates "ins and outs" to improve the pedestrian space and experience. Active commercial uses inhabit 100% of the street frontage along KLO and 75% of the street frontage along Lakeshore. A section of the Lakeshore street frontage will be occupied by a publicly accessible Coffee Shop/Wine Bar operated by PARC. The coffee shop/wine bar was created in direct response to community consultation with local residents and the perceived need for a meeting space. The residence's lobby and main entrance complete the balance of Lakeshore frontage. The lobby is staffed 24 hours a day, 7 days a week, contributing to the vibrancy of the streetscape.
- The existing bus stop on KLO will be relocated off City property and moved onto PARC's property. A customized bus stop, adhering to BC Transit's guidelines, is being proposed for the niche created by a further setback the building resulting in a wider sidewalk. A 1.8m wide sidewalk is maintained in front of the bus stop. The customized bus stop will be integrated into the overall building design and will provide a 'backdrop' for locally sourced public art. PARC will enter into an easement agreement with the City of Kelowna to facilitate this initiative.
- The building is set back 5 feet from the north property line (KLO) allowing for an unobstructed and accessible sidewalk while maintaining the large, proposed street trees. Street trees and a continuous planter, and several benches, are proposed along the Lakeshore sidewalk to enhance the pedestrian experience.
- The 2-storey podium face along KLO and Lakeshore provides a human scale to the overall development. Concealed planters at the top of the podium will enable plants to cascade over the edge of the parapet, softening the edge of the street wall.
- The proposed 'corner plaza' creates a pedestrian space featuring a strong public art installation. The

structural design, contained within the building envelope, enables the overhanging curved corner. The structural columns of the curved feature corner are integrated within the building envelope, creating an openness, while also providing unobstructed pedestrian access through the plaza. Access to the retail units is provided from this portion of the building.

- Street trees are proposed on the access lane to the south side of the building, both softening and shading the south elevation.

### **Building Façades and Massing**

- An overall setback of 5' from the north and west property lines creates a noticeable break between the street level massing and the massing above. Levels 8 and 9 are set back from the street an additional 10', allowing for daylight to penetrate to the street below and breaking down the overall building height.
- A horizontal breaking of the mass reduces the perceived building height and increases visual interest for the walls facing Lakeshore and KLO. A more prominent and curved structural form enhances the corner plaza at the street intersection. We are creating a strong visual interest and breaking down the overall massing with three distinct elements: the base, middle and top.
- The southwest and northeast corners are carved out, reducing the perceived width of the building to the east and the south. This creates a scale that respects the existing and future neighbourhood context.
- Continuous balconies along KLO and Lakeshore reinforce the residential character of the building, while also providing generous exterior spaces for residents and "eyes on the street" from a safety perspective.
- A thorough study of possible cladding materials was undertaken as part of the design development. The corner features curved aluminum panels with a wood grain pattern. Light prefabricated cementitious panels are proposed to reduce the massing of the building along the KLO and Lakeshore elevations. The top floors (Level 8 and 9) are clad in light grey aluminum panels to reflect the sky and the perception of lightness. Brick is introduced for the interior elevations, providing a warm and organic residential feel.
- Vertical screens are proposed for Lakeshore, KLO elevations, and interior courtyard elevations. The screens will create distinctive Lakeshore and KLO elevations. Horizontal wood-like slats are proposed for these elements, introducing a natural material that complements the wood of the canopies at street level.
- The canopies at the main entrance, urban plaza and bus stop are a steel structure with large integrated wood elements. The canopies above the CRU's are steel frames infilled with smaller wood slats. The incorporation of wood at the street level creates a more natural and welcoming appearance.
- Extensive landscaping is proposed on the third and fourth levels. These areas are accessible to the residents.

### **Sustainability Features**

- The building is currently registered with the Canada Green Building Council and is targeting a LEED Gold certification under the LEED 2009 BD+C standard.
- The envelope follows a Passive House standard, high efficiency envelope, with a reduced number of envelope "ins and outs", increased thermal insulation thickness, high energy efficient windows, low window to wall ratio and no thermal bridges.

### **Site Access and Traffic Flow**

- A two-way 20' access lane is proposed to the south of the property. This lane provides access to the parkade entrances and the one-way service lane to the east of the property. The two-way lane is accessed via a right turn from Lakeshore and exited via a right turn-only back onto Lakeshore. A large roundabout has been added in front of the parkade entrances, allowing vehicles to turn around on the site without needing to use the service lane. This lane provides a buffer with the south property.



- The service lane to the east of the building is now a one way (south to north), commercial-only lane. The service lane is accessed from Lakeshore. Delivery trucks will exit the site, via right turn-only onto KLO.
- A car sharing agreement for two vehicles has been entered into with MODO. Both vehicles will be in the parkade on Level 1 and accessible from the Lakeshore pedestrian parkade entrance. An intercom system connected to PARC's reception will provide access to these cars.

Revised architectural drawings, landscape drawings, digital renderings and hand-sketched colour renderings are included in the revised DP submission package.

Best regards,

A handwritten signature in blue ink, appearing to read 'Patrick Schilling', with a stylized, looping flourish at the end.

Patrick Schilling  
Design, Director

# ATTACHMENT B

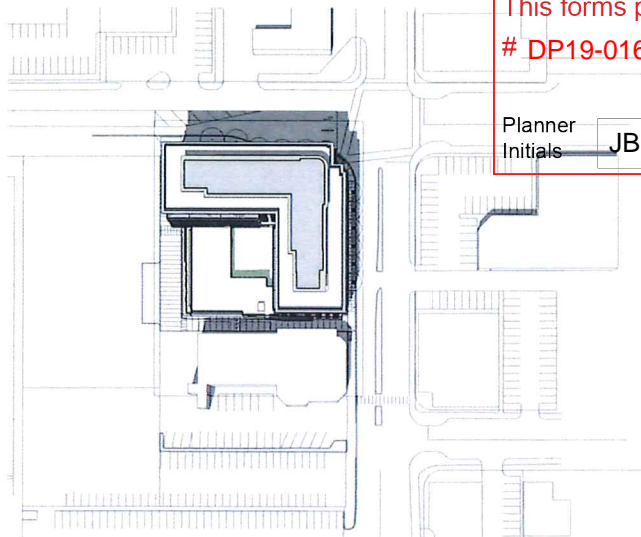
This forms part of application

# DP19-0168/DVP19-0169

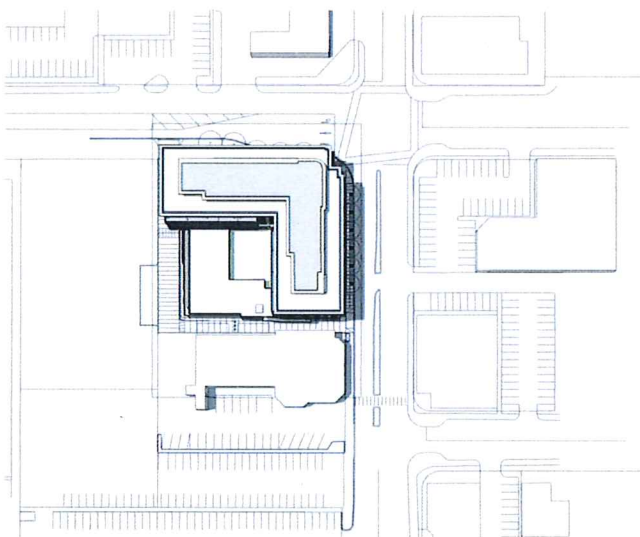
Planner  
Initials JB



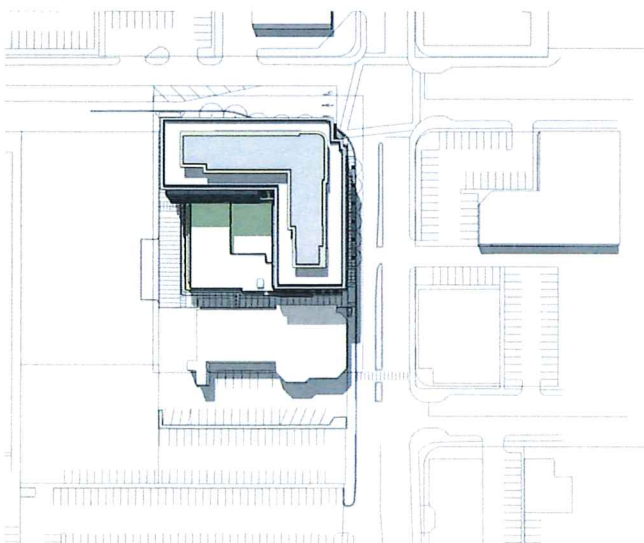
City of  
**Kelowna**  
COMMUNITY PLANNING



10am



12pm



2pm

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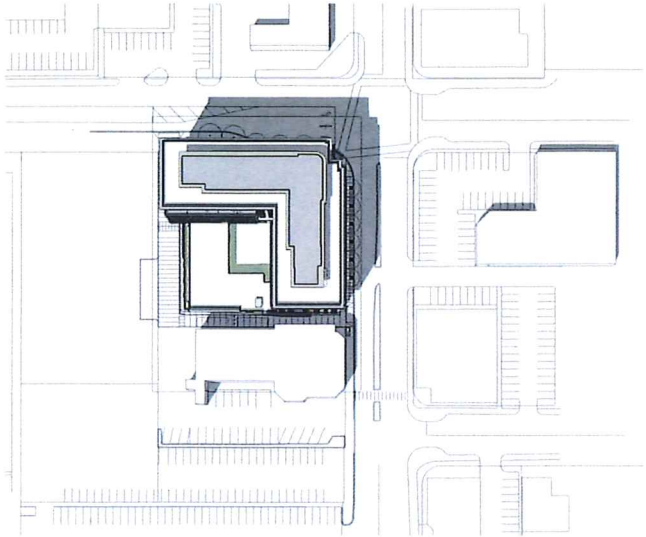
**parc**  
retirement  
living

3101 Lakeshore Road  
Independent Seniors' Rental Residence

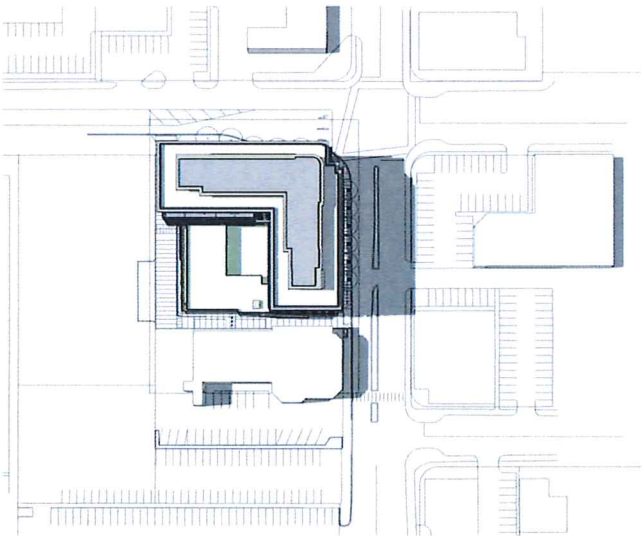
June 21 Summer Solstice

Oct. 22, 2020

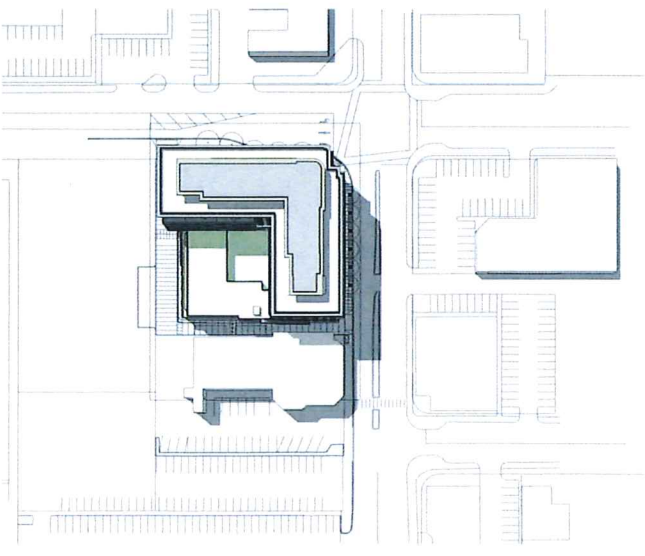
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**paic**  
retirement  
living

3101 Lakeshore Road  
Independent Seniors' Rental Residence

September 21/  
March 21 equinox

Oct. 22, 2020

03





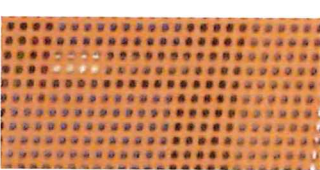
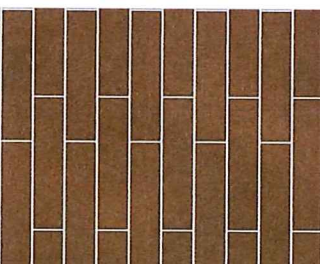

This forms part of application  
# DP19-0168/DVP19-0169



City of  
**Kelowna**  
COMMUNITY PLANNING

Planner  
Initials JB



wood-looking panel	
silver panel	
sunscreen	
sienna - running bond	
limestone - running bond	





m + m a **parc**  
retirement  
living

3101 Lakeshore Road  
Independent Seniors' Rental Residence

Looking North along Lakeshore

Oct. 22, 2020

05





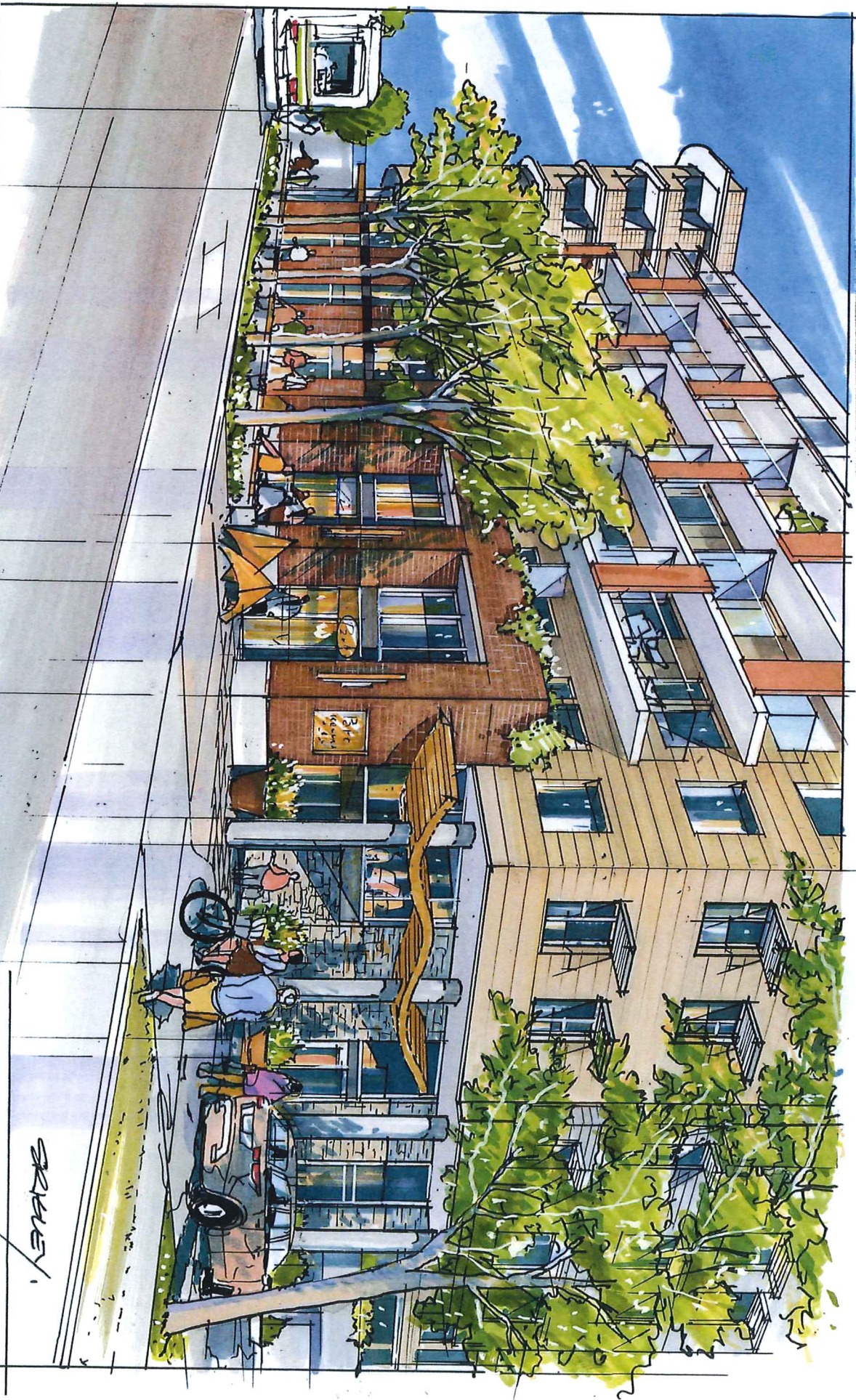
**parc**  
retirement  
living

3101 Lakeshore Road  
Independent Seniors' Rental Residence

Looking East along Lakeshore

Oct. 22, 2020





**paarc**  
retirement  
living

3101 Lakeshore Road  
Independent Seniors' Rental Residence

Street View of Main Entrance, Plaza

Oct. 22, 2020





m + m 

**parc**  
retirement  
living

3101 Lakeshore Road  
Independent Seniors' Rental Residence

Shared access lane & aisle

Oct. 22, 2020

08





m+m a **parc**  
retirement  
living

3101 Lakeshore Road  
Independent Seniors' Rental Residence

Street View of KLO

Oct.22.2020

09