

Heritage Alteration Permit

HAP20-0002

ATTACHMENT		A
This forms part of application # HAP20-0002		
Planner Initials	<div>JB</div>	



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

416 Royal Ave

and legally known as

Lot 1, District Lot 14, Osoyoos Division Yale District Plan EPP91145

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

Multiple-dwelling housing

The development has been approved subject to any attached terms and conditions, and to full compliance with the approved plans bearing the stamp of approval and the above described development permit number.

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

<u>Date of Decision:</u>	October 5, 2021
<u>Decision By:</u>	City Council
<u>Issued Date:</u>	TBD
<u>Development Permit Area:</u>	Heritage Conservation Area

This permit will not be valid if development has not commenced by October 5, 2023.

Existing Zone: HD3r- Health Services Transitional (Residential Rental Tenure Only)

Future Land Use Designation: Health District

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: Payam & Sanaz Holdings Limited, Inc. No A102760

Terry Barton, Department Manager
Development Planning

Date

1. SCOPE OF APPROVAL

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

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

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

2. CONDITIONS OF APPROVAL

- a) The dimensions and siting of the building to be constructed on the land be in accordance with Schedule "A";
- b) The exterior design and finish of the building to be constructed on the land be in accordance with Schedule "B";
- c) Landscaping to be provided on the land be in accordance with Schedule "C"; and
- d) The applicant be required to post with the City a Landscape Performance Security deposit in the form of a "Letter of Credit" in the amount of 125% of the estimated value of the landscaping, as determined by a Registered Landscape Architect.

AND THAT variances to the following sections of the Zoning Bylaw 8000 be granted:

Section 17.3.4(b): HD3 – Health Services Transitional, Development Regulations

To vary the maximum site coverage from 60% permitted to 73% proposed.

Section 17.3.4(c): HD3 - Health Services Transitional, Development Regulations

To vary the maximum height from 9.5 m or 2 1/2 storeys permitted to 10.97 m or 3 storeys proposed.

This Development Permit is valid for two (2) years from the date of October 5, 2021 approval, with no opportunity to extend.

3. PERFORMANCE SECURITY

As a condition of the issuance of this Permit, Council is holding the security set out below to ensure that development is carried out in accordance with the terms and conditions of this Permit. Should any interest be earned upon the security, it shall accrue to the Developer and be paid to the Developer or his or her designate if the security is returned. The condition of the posting of the security is that should the Developer fail to carry out the development hereby authorized, according to the terms and conditions of this Permit within the time provided, the Municipality may use enter into an agreement with the property owner of the day to have the work carried out, and any surplus shall be paid over to the property own 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) A Certified Cheque in the amount of **\$153,322.03** OR
- b) An Irrevocable Letter of Credit in the amount of **\$153,322.03**

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

4. Indemnification

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

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

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

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



Sheet Number	Sheet Name
A01	SITE
A02	LEVEL 01 FLOOR PLAN
A03	LEVELS 02+03 FLOOR PLAN
A04	ROOF PLAN
A05	ENLARGED FLOOR PLANS
A06	ELEVATIONS
A07	ELEVATIONS
A08	SECTIONS
A09	PERSPECTIVE LOOKING NORTH EAST
A10	PERSPECTIVE LOOKING NORTH
A11	PERSPECTIVE LOOKING NORTH WEST
A12	PERSPECTIVE LOOKING SOUTH WEST
A13	PERSPECTIVE LOOKING SOUTH EAST
A14	SHADOW ANALYSIS
A15	COLOUR BOARD
L1	CONCEPTUAL LANDSCAPE PLAN
L2	WATER CONSERVATION PLAN

DENCITI Development Corp.
ROYAL AVENUE RENTAL DEVELOPMENT

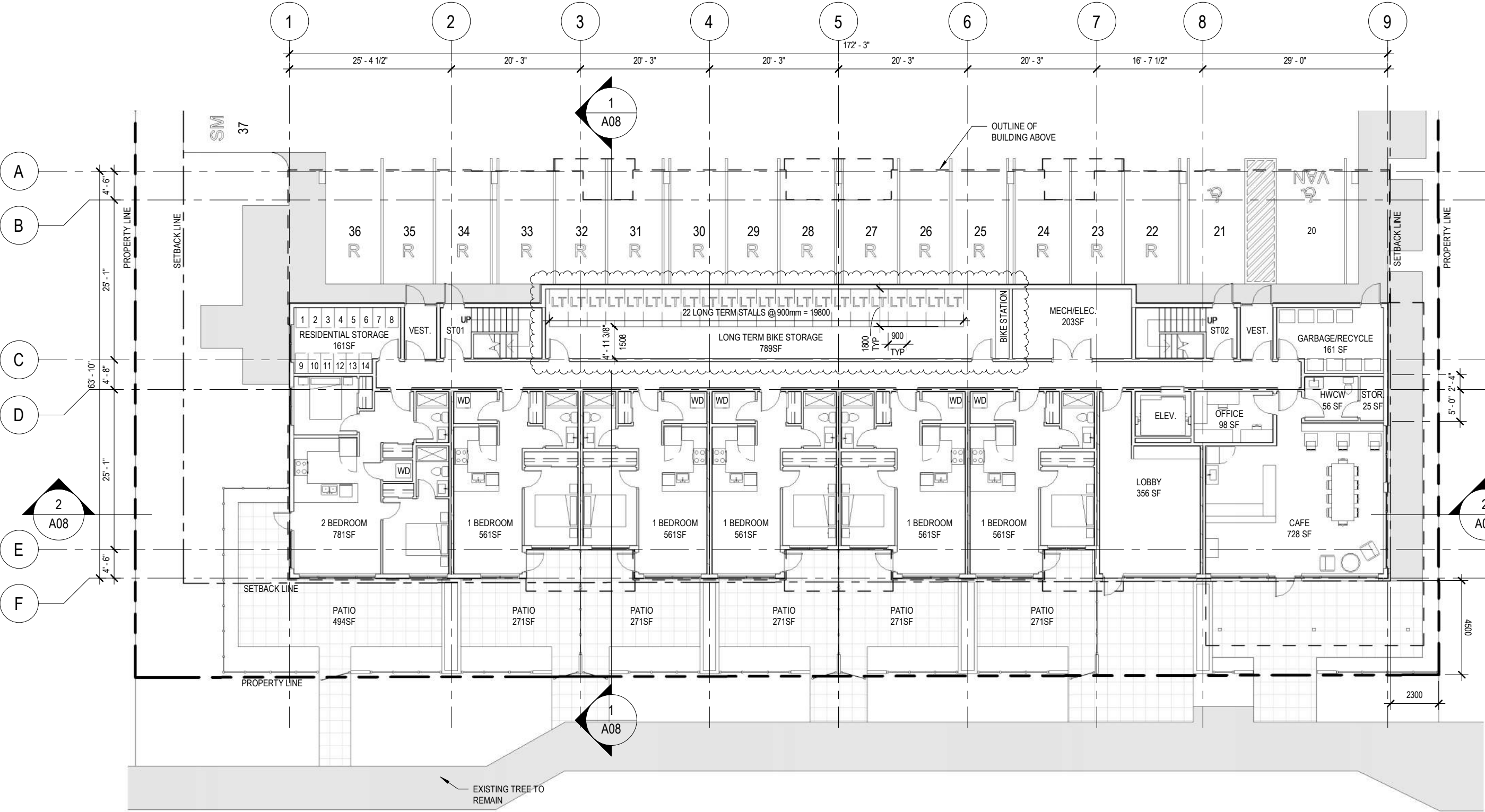
REPLACEMENT SHEETS: 2021-05-11
DP + REZONING REV 3

PROJECT ADDRESS 416,426,430 ROYAL AVE KELOWNA V1Y 5L3	ARCHITECTS HDR Architecture Associates, Inc. 500-1500 West Georgia Street Vancouver, BC V6G 2Z6 hdrinc.com	CLIENTS DENCITI Development Corp 1620 - 1185 West Georgia St Vancouver, BC V6E 4E6 denciti.ca
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PROJECT SUMMARY
THE DEVELOPMENT IS A 3 STORY WOOD FRAME RENTAL HOUSING BUILDING CONSISTING OF A MIX OF STUDIOS, 1 BEDROOM AND 2 BEDROOM UNITS. THE SCALE OF THE DEVELOPMENT IS BROKEN DOWN ACROSS ROYAL AVENUE WITH THE FAÇADE ARTICULATION AND MATERIAL TREATMENTS. SURFACE PARKING FOR RESIDENTS IS ACCESSED FROM THE LANEWAY ON THE NORTH SIDE OF THE DEVELOPMENT. THIS PROMINENT LOCATION ACROSS FROM KGH OFFERS RESIDENTS WITH ACCESS TO GREAT PUBLIC AMENITIES SUCH AS OKANAGAN LAKE AND CYCLING AND WALKING TRAILS. IN ADDITION THE RESIDENTS WILL HAVE ACCESS TO PRIVATE DECKS, PATIOS, SECURED BICYCLE STORAGE AND SHARED GENERAL STORAGE SPACE.

RELEVANT CODES & BYLAWS
- BRITISH COLUMBIA BUILDING CODE 2018
- CITY OF KELOWNA ZONING BYLAW

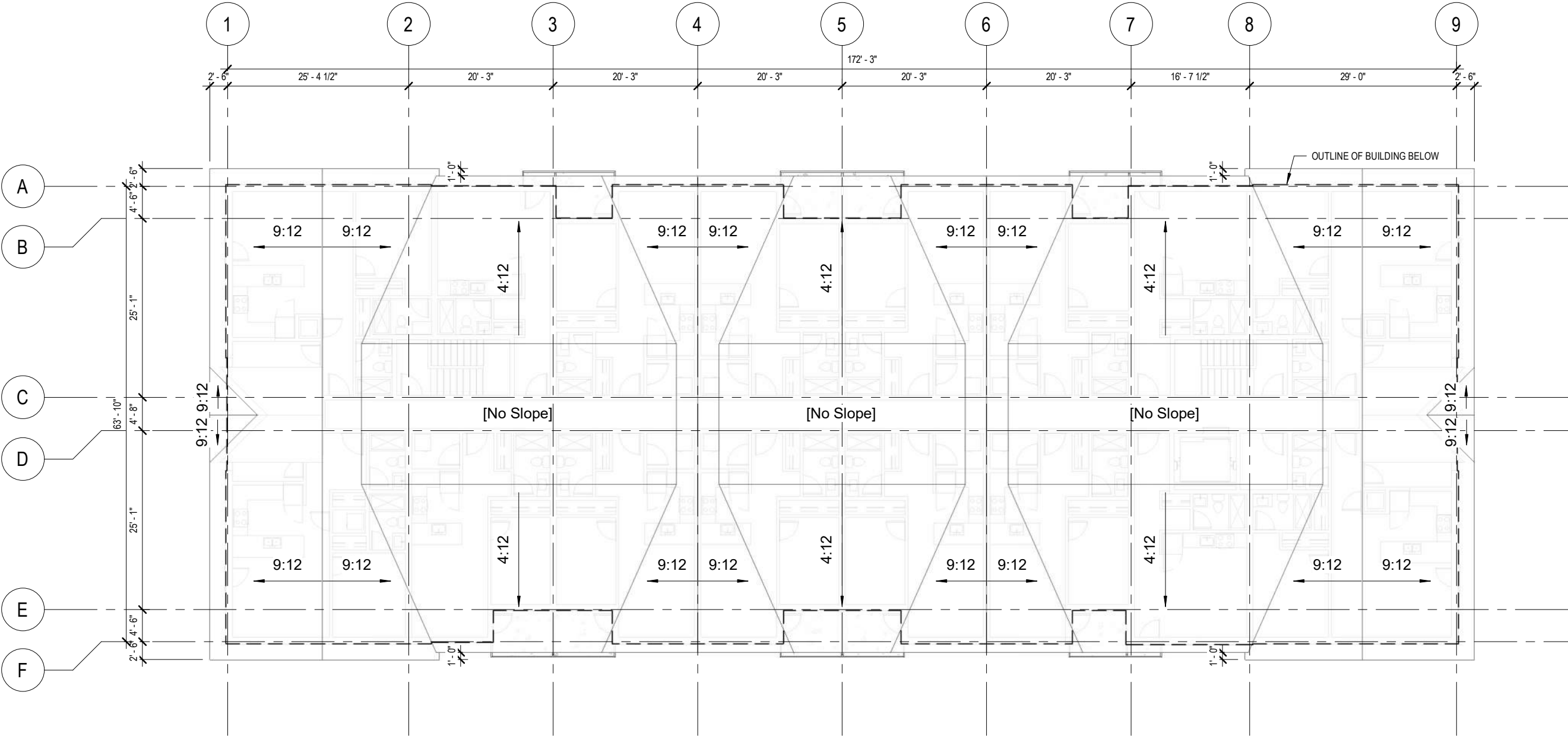




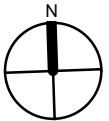


A03



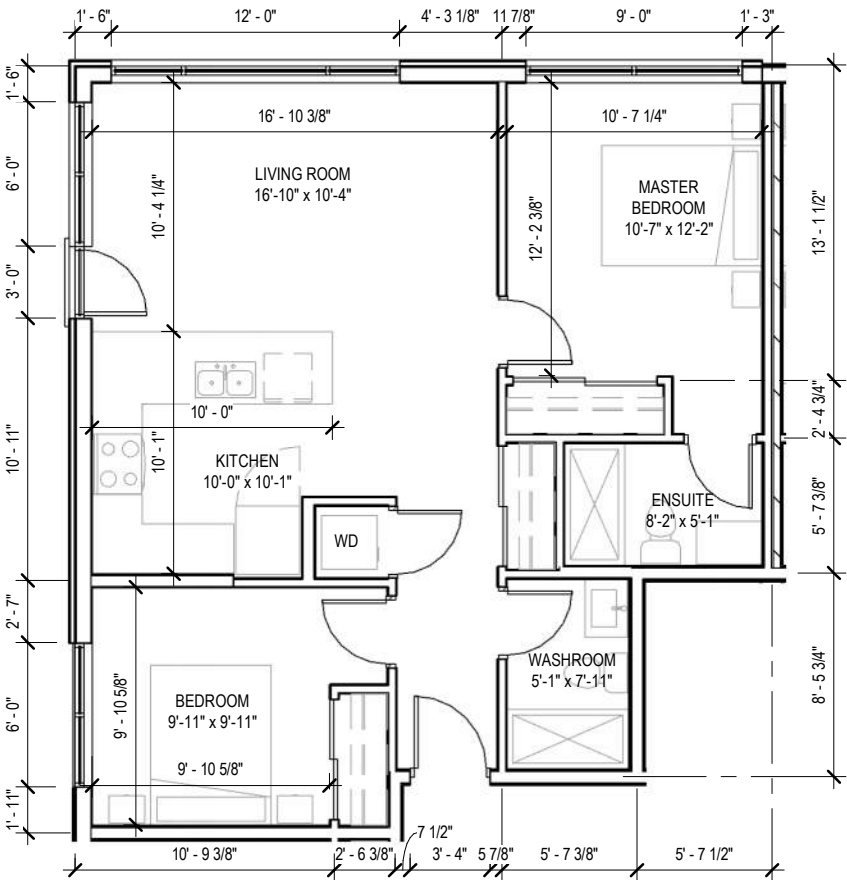


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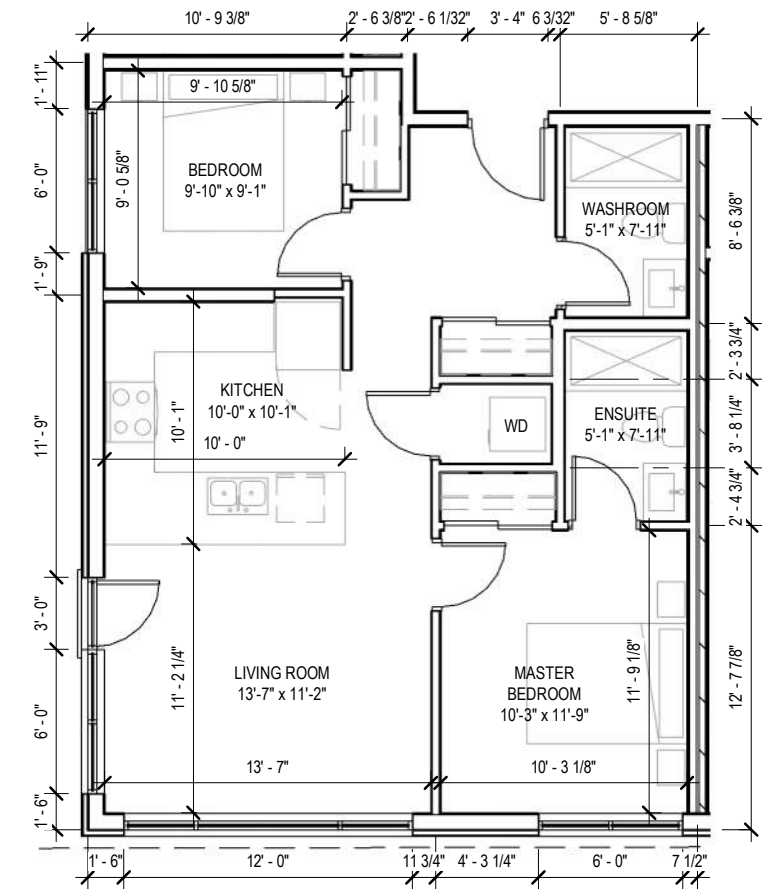


1/16" = 1'-0"
ROOF PLAN

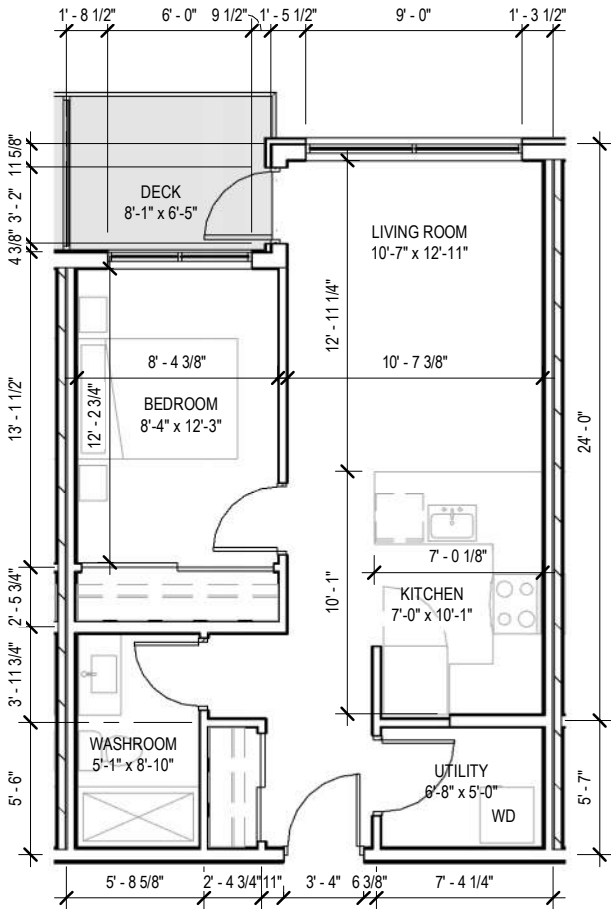




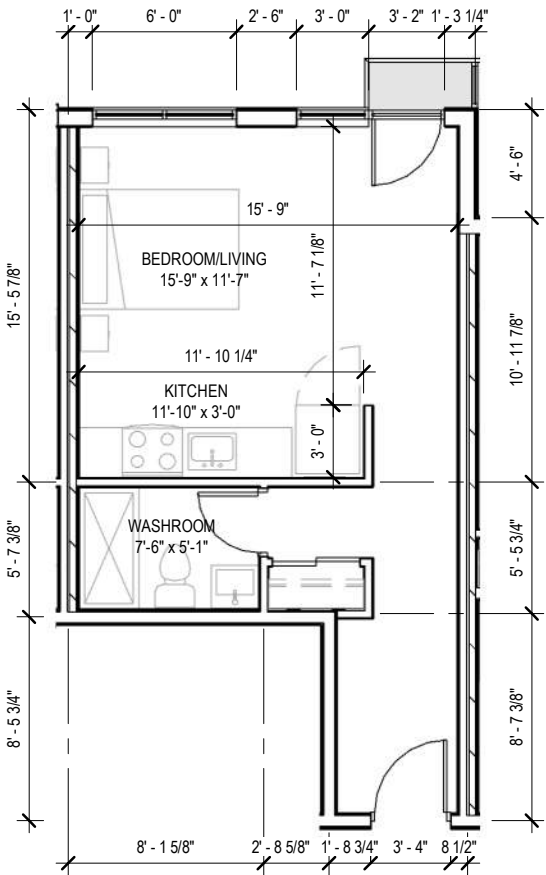
2BR ENLARGED FLOOR PLAN
841SF



2BR ENLARGED FLOOR PLAN
781SF



1BR ENLARGED FLOOR PLAN
561SF



STUDIO ENLARGED FLOOR PLAN
400SF



CODE	MATERIAL
01	GRAY BRICK
02	VERTICAL SIDING
03	EXTERIOR PANELS
04	PLYWOOD
05	CHARCOAL GRAY STUCCO
06	CHARCOAL GRAY WINDOW MULLION
07	CHARCOAL GRAY TRIM
08	CHARCOAL GRAY RAILING
09	NATURAL CONCRETE
10	WOOD SLATS

ELEVATION - EAST



ELEVATION - NORTH

A06

SCHEDULE

B

This forms part of application
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Planner Initials JB

City of Kelowna

COMMUNITY PLANNING

1/16" = 1'-0"
ELEVATIONS



CODE	MATERIAL
01	GRAY BRICK
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ELEVATION - WEST



ELEVATION - SOUTH

SCHEDULE B

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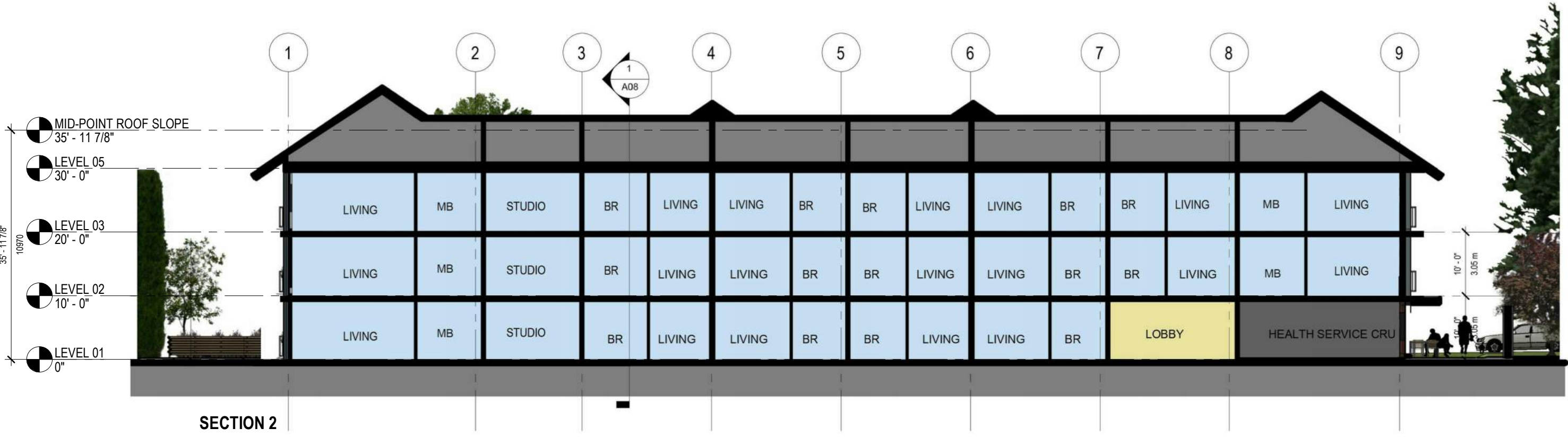
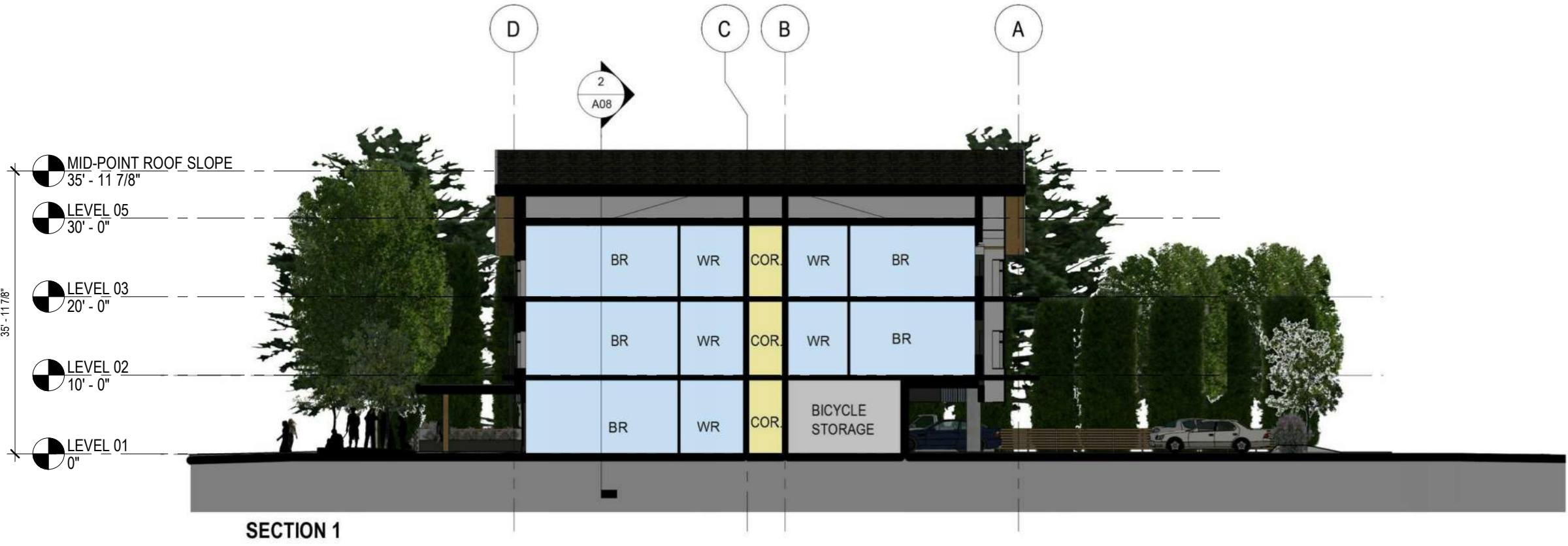
Planner Initials JB



1/16" = 1'-0"
ELEVATIONS

A07





A08



A09

PERSPECTIVE LOOKING NORTH EAST





A10

PERSPECTIVE LOOKING NORTH





A11

PERSPECTIVE LOOKING NORTH WEST





A12

PERSPECTIVE LOOKING SOUTH WEST





MARCH 20 - 9:00PM



MARCH 20 - 12:00PM



MARCH 20 - 3:00PM



JUNE 21 - 9:00PM



JUNE 21 - 12:00PM



JUNE 21 - 3:00PM



DECEMBER 21 - 9:00PM



DECEMBER 20 - 12:00PM



DECEMBER 20 - 3:00PM

SCHEDULE

B

This forms part of application

HAP20-0002

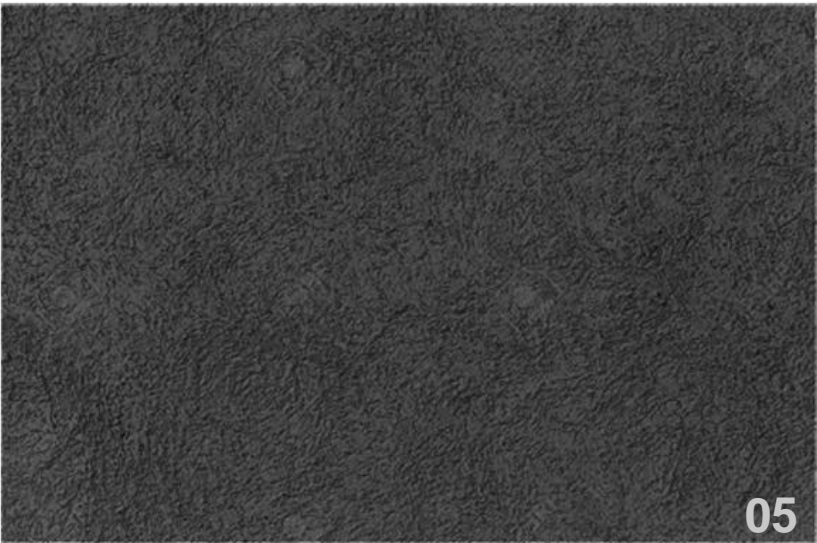
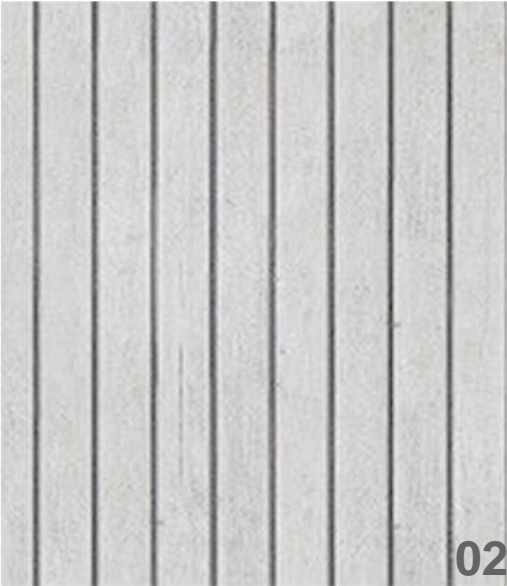
Planner Initials

JB

City of Kelowna

COMMUNITY PLANNING

CODE	MATERIAL
01	GRAY BRICK
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SCHEDULE

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Planner
Initials JB

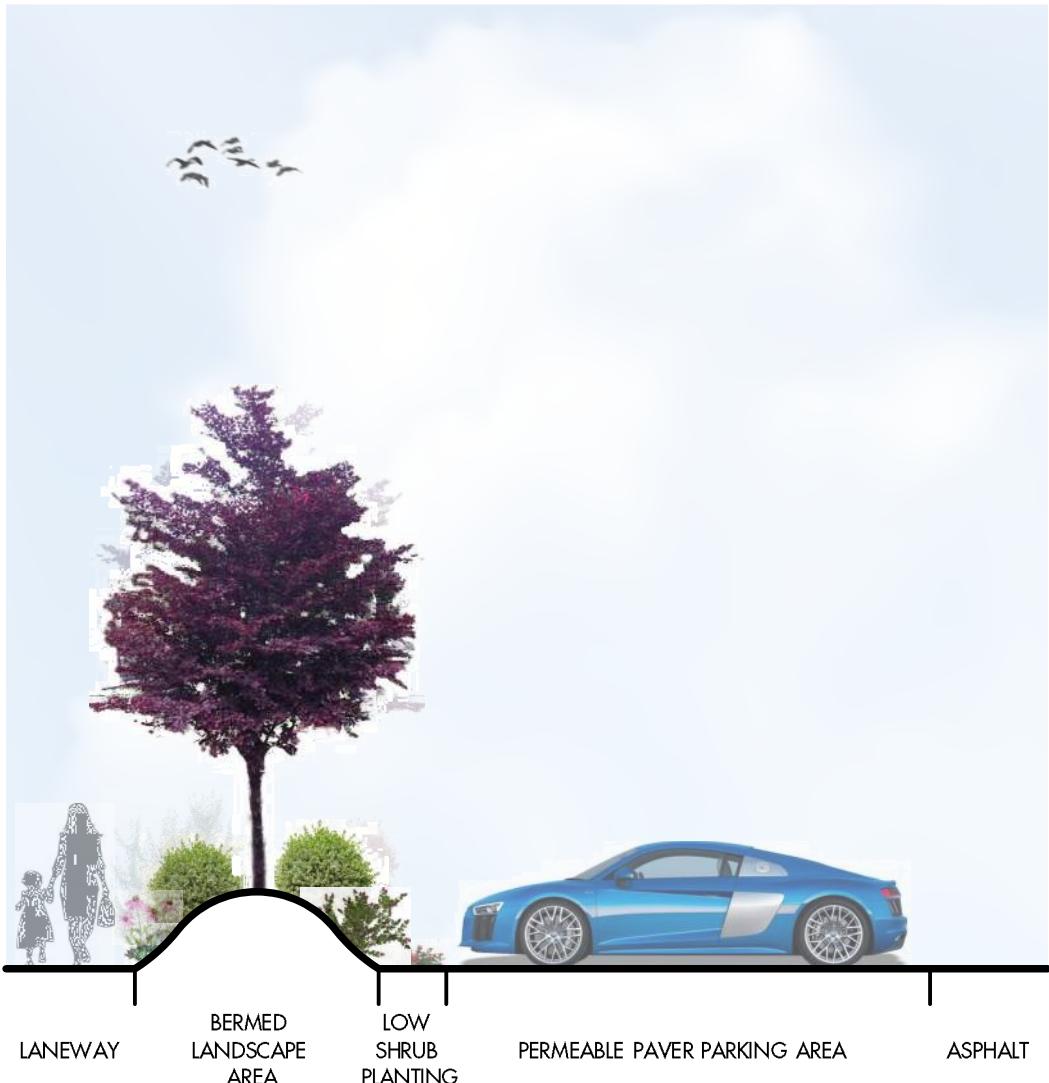
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City of
Kelowna
COMMUNITY PLANNING

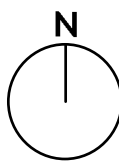


OUTLAND DESIGN
LANDSCAPE ARCHITECTURE

303 - 590 KLO Road
Kelowna, BC V1Y 7S2
T (250) 868-9270
www.outlanddesign.ca



SECTION
SCALE 1:75



PROJECT TITLE

416, 426 & 430 ROYAL AVE

Kelowna, BC

DRAWING TITLE

CONCEPTUAL
LANDSCAPE PLAN

ISSUED FOR / REVISION

1	19.04.25	Review
2	19.06.28	Review
3	19.08.14	Review
4	20.02.07	Development Permit
5	20.04.27	Development Permit
6	20.09.10	Development Permit
7	20.11.26	Development Permit

PROJECT NO. 19033

DESIGN BY FB

DRAWN BY SR/MM

CHECKED BY FB

DATE NOV. 26, 2020

SCALE 1:150

PAGE SIZE 24"x36"

SEAL

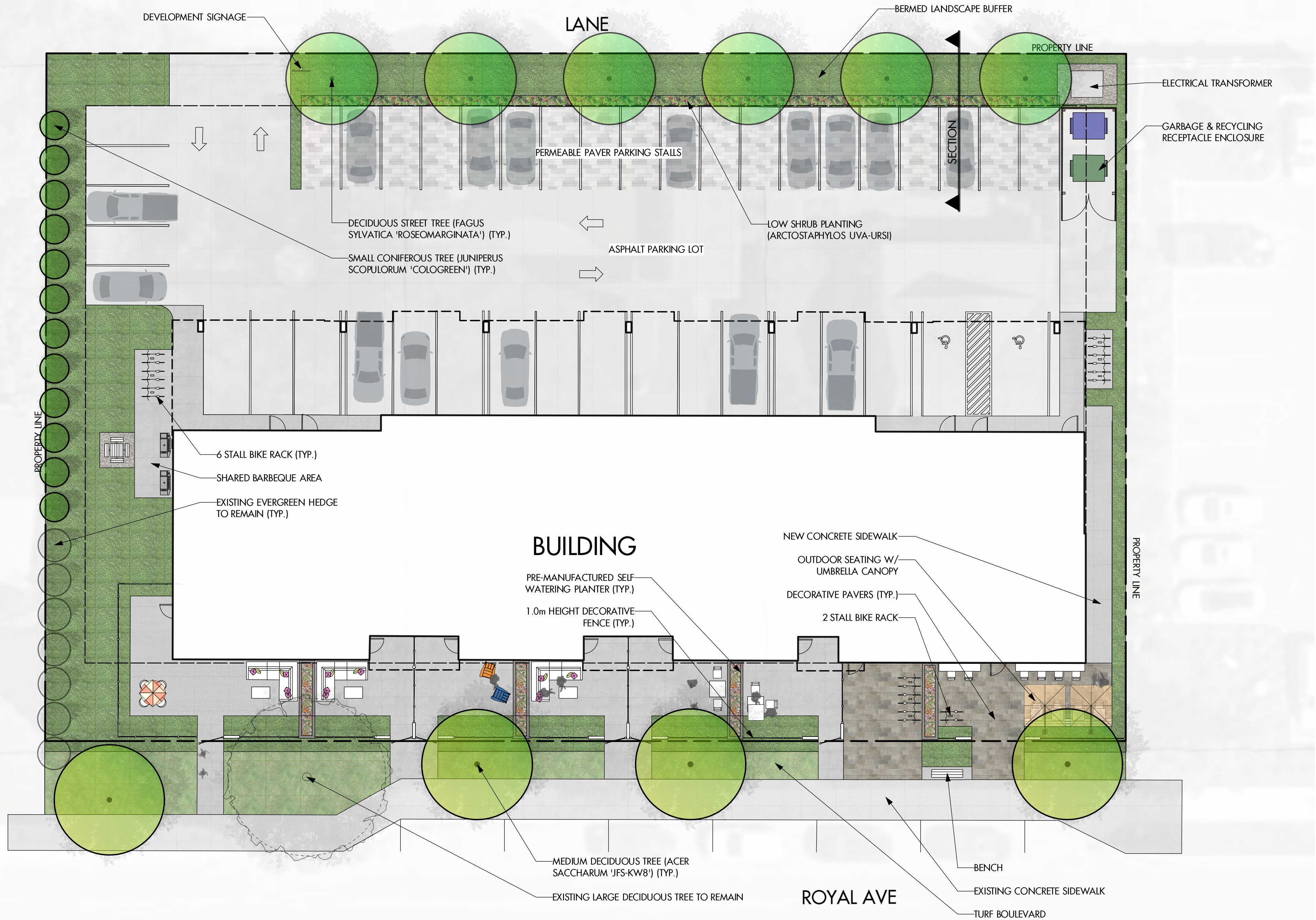


DRAWING NUMBER

L1/2

ISSUED FOR REVIEW ONLY

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NOTES

1. PLANT MATERIAL AND CONSTRUCTION METHODS SHALL MEET OR EXCEED CNLA STANDARDS. ALL OFF-SITE LANDSCAPE WORKS TO MEET CITY OF KELOWNA BYLAW 7900.
2. ALL SOFT LANDSCAPE AREAS SHALL BE WATERED BY A FULLY AUTOMATIC TIMED UNDERGROUND IRRIGATION SYSTEM.
3. TREE AND SHRUB BEDS TO BE DRESSED IN A MINIMUM 75mm DOUGLAS RED FIR MULCH, AS SHOWN IN PLANS. DO NOT PLACE WEED MAT UNDERNEATH TREE AND SHRUB BEDS.
4. TREE AND SHRUB BEDS TO RECEIVE A MINIMUM 300mm DEPTH TOPSOIL PLACEMENT.
5. TURF AREAS FROM SOD SHALL BE NO. 1 GRADE GROWN FROM CERTIFIED SEED OF IMPROVED CULTIVARS REGISTERED FOR SALE IN B.C. AND SHALL BE TOLERANT OF DROUGHT CONDITIONS. A MINIMUM OF 150mm DEPTH OF GROWING MEDIUM IS REQUIRED BENEATH TURF AREAS. TURF AREAS SHALL MEET EXISTING GRADES AND HARD SURFACES FLUSH.
6. SITE GRADING AND DRAINAGE WILL ENSURE THAT ALL STRUCTURES HAVE POSITIVE DRAINAGE, AND THAT NO WATER OR LOOSE IMPEDIMENTS WILL BE DISCHARGED FROM THE LOT ONTO ADJACENT PUBLIC, COMMON, OR PRIVATE PROPERTIES.

PLANT LIST

BOTANICAL NAME	COMMON NAME	QTY	SIZE / SPACING & REMARKS
TREES			
ACER SACCHARUM 'JFS-KWB'	AUTUMN FEST MAPLE	4	6cm CAL.
FAGUS SYLVATICA 'ROSEOMARGINATA' (TYP.)	TRICOLOR BEECH	6	6cm CAL.
JUNIPERUS SCOPULORUM 'COLOGREEN' (TYP.)	COLOGREEN JUNIPER	12	#15 CONT.
SHRUBS			
ARCTOSTAPHYLOS UVA-URSI	KINKINNICK	147	#02 CONT. /0.5M O.C. SPACING
BERBERIS THUNBERGII 'MONOMB'	CHEERY BOMB JAPANESE BARBERRY	37	#02 CONT. /1.0M O.C. SPACING
BUXUS 'GREEN GEM'	GREEN GEM BOXWOOD	102	#02 CONT. /0.6M O.C. SPACING
CORNUS ALBA 'BAILHALO'	IVORY HALO DOGWOOD	16	#02 CONT. /1.5M O.C. SPACING
EUONYMUS ALATUS 'SELECT'	FIREBALL BURNING BUSH	25	#02 CONT. /1.2M O.C. SPACING
HYDRANGEA ARBORESCENS 'ABETWO'	INCREDIBALL HYDRANGEA	16	#02 CONT. /1.5M O.C. SPACING
PERENNIALS AND GRASSES			
ARTEMISIA SCHMIDTIANA 'SILVER MOUND'	SILVERMOUND ARTEMESIA	68	#01 CONT. /0.6M O.C. SPACING
CALAMAGROSTIS ACUTIFLORA 'KARL FOERSTER'	FOERSTER'S FEATHER REED GRASS	44	#01 CONT. /0.75M O.C. SPACING
CUSHION SPURGE	EUPHORBIA POLYCHROMA	68	#01 CONT. /0.6M O.C. SPACING
DESCHAMPSIA CESPITOSA 'GOLDTAU'	GOLD DEW TUFTED HAIR GRASS	44	#01 CONT. /0.75M O.C. SPACING
IRIS 'BEFORE THE STORM'	BEFORE THE STORM BEARDED IRIS	68	#01 CONT. /0.6M O.C. SPACING
MISCANTHUS SINENSIS 'GRACILLUMUS'	MAIDEN GRASS	25	#01 CONT. /1.0M O.C. SPACING
MOLINIA CAERULEA 'VARIEGATA'	VARIEGATED MOOR GRASS	25	#01 CONT. /1.0M O.C. SPACING
PEROVSKIA ATRIPICIFOLIA	RUSSIAN SAGE	25	#01 CONT. /1.0M O.C. SPACING
SEDUM SPECTABILE 'AUTUMN FIRE'	AUTUMN FIRE STONECROP	11	#01 CONT. /1.5M O.C. SPACING



OUTDOOR SEATING WITH UMBRELLA CANOPY



BENCH



SCHEDULE C

This forms part of application
HAP20-0002

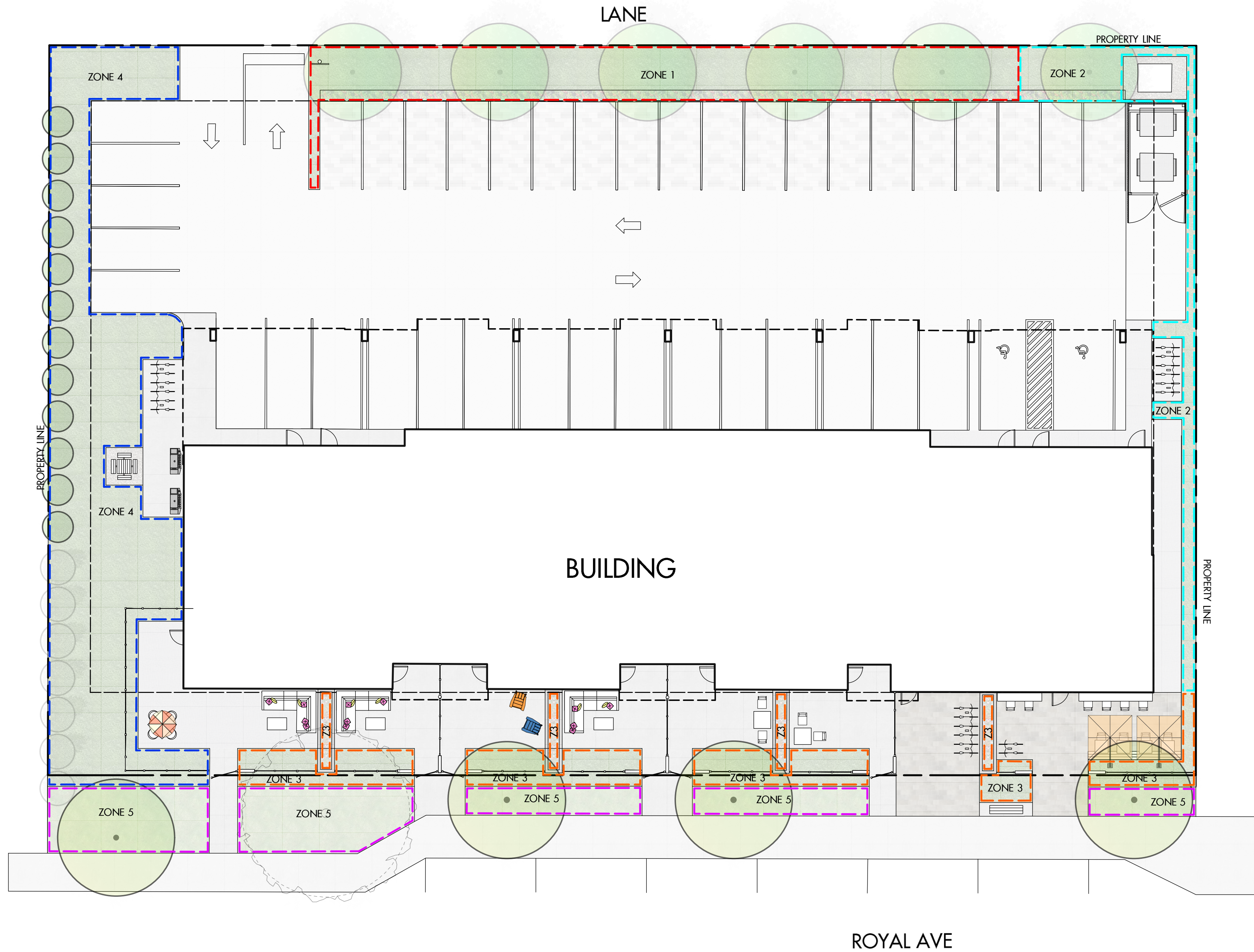
Planner Initials JB

City of Kelowna
COMMUNITY PLANNING



OUTLAND DESIGN
LANDSCAPE ARCHITECTURE

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WATER CONSERVATION CALCULATIONS

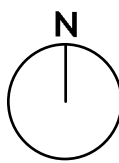
LANDSCAPE MAXIMUM WATER BUDGET (WMB) = 775 cu.m. / year
ESTIMATED LANDSCAPE WATER USE (WU) = 400 cu.m. / year
WATER BALANCE = 375 cu.m. / year
*REFER ATTACHED IRRIGATION APPLICATION FOR DETAILED CALCULATIONS

IRRIGATION NOTES

- IRRIGATION PRODUCTS AND INSTALLATION METHODS SHALL MEET OR EXCEED THE REQUIREMENTS OF THE WATER USE REGULATION BYLAW NO. 10480 AND THE SUPPLEMENTARY SPECIFICATIONS IN THE CITY OF KELOWNA BYLAW 7900 (PART 6, SCHEDULE 5).
- THE IRRIGATION SYSTEM SHALL MEET THE REQUIREMENTS, REGULATIONS, AND BYLAWS OF THE WATER PURVEYOR.
- THE IRRIGATION SYSTEM SHALL BE EQUIPPED WITH AN APPROVED BACKFLOW PREVENTION DEVICE, WATER METER, AND SHUT OFF VALVE LOCATED OUTSIDE THE BUILDING ACCESSIBLE TO THE CITY.
- AN APPROVED SMART CONTROLLER SHALL BE INSTALLED. THE IRRIGATION SCHEDULING TIMES SHALL UTILIZE A MAXIMUM ET VALUE OF 7" / MONTH (KELOWNA JULY ET), TAKING INTO CONSIDERATION SOIL TYPE, SLOPE, AND MICROCLIMATE.
- DRIP LINE AND EMITTERS SHALL INCORPORATE TECHNOLOGY TO LIMIT ROOT INTRUSION.
- IRRIGATION SLEEVES SHALL BE INSTALLED TO ROUTE IRRIGATION LINES UNDER HARD SURFACES AND FEATURES.
- IRRIGATION PIPE SHALL BE SIZED TO ALLOW FOR A MAXIMUM FLOW OF 1.5m /SEC.
- A FLOW SENSOR AND MASTER VALVE SHALL BE CONNECTED TO THE CONTROLLER AND PROGRAMMED TO STOP FLOW TO THE SYSTEM IN CASE OF AN IRRIGATION WATER LEAK.

IRRIGATION LEGEND

- ZONE #1: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS
TOTAL AREA: 120 sq.m.
MICROCLIMATE: SOUTH EXPOSURE, PARTIALLY SHADED BY TREES
ESTIMATED ANNUAL WATER USE: 67 cu.m.
- ZONE #2: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS
TOTAL AREA: 53 sq.m.
MICROCLIMATE: EAST EXPOSURE, PARTIALLY SHADED BY BUILDING
ESTIMATED ANNUAL WATER USE: 29 cu.m.
- ZONE #3: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS
TOTAL AREA: 83 sq.m.
MICROCLIMATE: SOUTH EXPOSURE, PARTIALLY SHADED BY TREES
ESTIMATED ANNUAL WATER USE: 46 cu.m.
- ZONE #4: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS
TOTAL AREA: 188 sq.m.
MICROCLIMATE: WEST EXPOSURE, PARTIALLY SHADED BY TREES
ESTIMATED ANNUAL WATER USE: 104 cu.m.
- ZONE #5: LOW VOLUME POP-UP SPRAYHEADS FOR TURF AREAS
TOTAL AREA: 104 sq.m.
MICROCLIMATE: SOUTH EXPOSURE, PARTIALLY SHADED BY TREES
ESTIMATED ANNUAL WATER USE: 149 cu.m.



PROJECT TITLE

416, 426 & 430 ROYAL AVE

Kelowna, BC

DRAWING TITLE

WATER CONSERVATION/
IRRIGATION PLAN

ISSUED FOR / REVISION		
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PROJECT NO.	19033
DESIGN BY	FB
DRAWN BY	SR/MM
CHECKED BY	FB
DATE	NOV. 26, 2020
SCALE	1:150
PAGE SIZE	24"x36"

SEAL



DRAWING NUMBER

L2/2

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ATTACHMENT **B**

This forms part of application

HAP20-0002

Planner
Initials

JB



December 11, 2020
City of Kelowna
Community Planning
1435 Water Street
Kelowna, BC, V1Y 1J4

Attention: Ms. Jocelyn Black, Urban Planning Manager, City of Kelowna

RE: 416, 426 and 430 Royal Avenue Rezoning Submission

Dear Jocelyn:

DENCITI Development Corporation is pleased to submit this updated rationale letter for the development proposal designed by HDR Architecture Inc. and submitted to the City of Kelowna on February 19, for the rezoning of 416, 426 and 430 Royal Avenue.

The subject property is located across the street from the Kelowna General Hospital, one of the largest hospitals in Western Canada with over 700 beds. The site is composed of three single-family lots zoned RU1 (urban residential zone) located between Pandosy Street and Long Street, and it is part of a strip of lots that have been identified in the City of Kelowna zoning boundary map as HD3 zone.

The purpose of the HD3 zone is to provide a transition between the health district and the adjacent historic single-family residential zone. However, the uses currently permitted in the HD3 zone are limited and deter potential re-developments within the HD3 zone. With that in mind, our proposal is intended to serve the following objectives:

1. Serve as a buffer between the active emergency side of the KGH and the single-family houses to the immediate North.
2. Provide more housing alternatives in proximity to the hospital complex. Housing demand for rental apartments from hospital staff and students will be strong, as there is currently a lack of housing alternatives in the immediate area. The rental program for the proposed building will be focused on:

- Short-term rental

We have identified numerous programs that will benefit from short-term rental. Working together with the property manager, we will allocate 6 to 8 units, which will be fully furnished and will be targeted specifically to visiting and resident doctors. The convenience of having their own private apartment, being across the street from the hospital, and having on-site parking, will make for a very appealing rental option.

- Long-term rental

We will focus long-term rental on the health district community. With the property manager, we will prioritize medical, nursing, pharmacy, dental and other healthcare related students and faculty, as well as hospital staff as the key tenants for this development. Our long-term rental program will focus exclusively on the healthcare community for the first 3 months, and beyond that, will establish a program that continues to prioritize these tenants.

3. Provide a retail space that will benefit both tenants and hospital staff. In consultation with staff and residents, we are proposing an intimate street facing café on the southeast end of the building. This further reinforces the buffer concept between the active emergency side of the hospital and the residences to the North of Royal Avenue. With an improved landscape buffer, and conveniently located outdoor and indoor seating, we see this as an opportunity to enhance the sense of community around the hospital.
4. Provide much needed parking. As parking in this residential zone is currently in short supply with a high number of employees, the proposal would be largely accepted by employees of the hospital and adjacent buildings. Our concept will have a positive impact, even if in a small way, as it will help lower the number of trips to and from work, as residents would be able to walk or ride their bikes to work.
5. Promote the use of more sustainable modes of transportation. The development will provide 13 additional bicycle parking spaces, beyond the minimum required in the current Parking Bylaw. The development will also provide a Modo-car share vehicle, conveniently located and available for the use of the tenants who would like to join Modo's car-share membership.

To fulfil the program objectives described above, we have established a relationship with a property manager with a long track record of working with the Interior Health Authority and UBC Okanagan. He will be key in connecting us to potential tenants from the medical community (resident doctors and rural doctors who need accommodation near KGH). In addition, we have identified numerous programs with residencies that take place at KGH.

Kelowna General Hospital has become one of the province's most advanced tertiary teaching hospitals. And it is clear that the growing medical community needs housing alternatives. This has been further corroborated by members of the medical community who have shown their support of the development.

The proposed new rental building will provide 36 units with a mix of studios, 1-bedroom and 2-bedroom units; in addition to providing adequate parking and bike storage, renters will benefit from having access to public amenities such as the Okanagan Lake. The 3-storey building will add presence to the streetscape, while the form, materials and roof shape add to the character of the neighbourhood. Surface parking is to be accessed from the lane on the North side of the development with adequate landscape buffers provided on all sides as per the City of Kelowna requirements.

A Heritage Report was included with this application. The recommendations and strategies from such report have been followed and incorporated into the design of the proposed building.



Denciti Development Corp. firmly believes the proposed building achieves the urban design goals of the Kelowna Official Community Plan by being aesthetically pleasing; successfully breaking down the façade through the use of contrasting materials as well as providing an interesting roof line; using durable materials; and overall, providing a quality long-term and short-term rental building that respects the neighbourhood and benefits the community, the city and the Kelowna General Hospital.

Sincerely,
Denciti Development Corp.



Garry Fawley
CEO

ATTACHMENT C

This forms part of application
HAP20-0002

Planner Initials **JB**

City of Kelowna
COMMUNITY PLANNING

Heritage Report

416, 426 and 430 Royal Avenue Kelowna, British Columbia

Introduction

The houses located at 416, 426 and 430 Royal Avenue in Kelowna, British Columbia are within the Abbott Street Heritage Conservation Area. They have been identified by the City of Kelowna as having marginal heritage value and are being considered for demolition as part of a proposal that would see the three properties consolidated into one, and the construction of a new multi-family building. The application process for properties within the Heritage Conservation Area includes the submission of a heritage report, with the following information:

- 1) an understanding of the past historic value of the properties;
- 2) an evaluation of the heritage values and significance of the properties;
- 3) identification of character-defining elements of the properties or of neighbouring properties; and
- 4) development of recommendations and strategies that can inform the design of the new building.



416 Royal Ave.



426 Royal Ave.



430 Royal Ave.

This report is presented in three sections: the first is a description of the context of the subject properties; the second identifies the heritage values and character-defining elements of each of the three subject houses; and the third identifies the character-defining elements of the neighbouring properties and possible design strategies for the proposed multi-family building.

Historic research has been conducted on the three subject properties, utilizing the Kelowna Public Archives, the City of Kelowna website, and various on-line research sources. The sites have been visited and a series of photographs taken of each of the three subject houses and of the neighbourhood. (All photographs are by Julie Schueck, unless otherwise stated.) Relevant documents, such as Chapters 14 and 16 of the Kelowna Official Community Plan and The Standards and Guidelines for the Conservation of Historic Places in Canada have been reviewed and used to inform the design strategies being proposed in this report.

Context

The subject houses, outlined in red below, are located in the 400 block of Royal Avenue, on the north side of the street. The most western subject house is one property in from the corner of Royal Avenue and Long Street, and the most eastern subject house is adjacent to an open-air parking lot.



Source: City of Kelowna MapViewer: <https://maps.kelowna.ca/public/mapviewer/>

To the rear of the property is a paved lane, providing vehicle and pedestrian access to the subject properties. Two of the subject properties access their off-street parking from the lane, and one has access from Royal Avenue. Across the lane are single-family houses which access their off-street parking from the lane.



Left: Lane, looking east from behind 416 Royal Ave.



Right: Lane, looking east from Long St.

Directly across the street from the subject properties is the Kelowna General Hospital and the Emergency entrance. Next to the hospital, to the west, is a 2 ½ -storey medical (BC Cancer) facility; and beside this building, on the corner of Royal Avenue and Abbott Street, is a 2 ½ storey multi-family building currently under construction.



Above: looking across Royal Ave to the hospital.



Left: the BC Cancer Centre.



Right: new multi-family building.

Across Long Street and to the west of the subject properties, the north side of the 300 block of Royal Avenue has single-family houses (all historic from different eras), as well as mature trees.



Above: The 300 block of Royal Avenue, north side.

To the east of the subject properties, Royal Avenue terminates at the end of the 400 block, at Pandosy Street. Kitty-corner at this intersection, on the southeast corner, is a large medical facility, while on the northeast corner is a large empty site awaiting development.



Above: The intersection of Royal Avenue and Pandosy Street, from the southeast corner.

The north side of Royal Avenue, where the subject properties are located, is zoned Urban Residential Zone 1 (RU-1), the purpose of which is “to provide a zone for single detached housing, and compatible secondary uses, on larger serviced urban lots.”¹

Across the street on Royal Avenue, the area is zoned Health District 1 (HD-1), the purpose of which is “to provide a zone for the comprehensive development of buildings that provide health services associated with the Kelowna General Hospital, Interior Health Authority, and the University of British Columbia Clinical Academic Campus. This zone will provide for a range of institutional uses, as well as a limited amount of hospital-related supportive commercial uses.”²

The subject properties fall within the Abbott Street Heritage Conservation Area (Conservation Area) and are therefore located within an area with heritage protection and which must follow the heritage guidelines that form Chapter 16 in the City of Kelowna Official Community Plan. According to the Development Guidelines for the Conservation Area, the neighbourhood was established in about 1904 when it was formally subdivided, and by the 1920/30s it was considered to be a prestigious area to live³. This is evident today from the age and architectural designs of the majority of the 325 noted houses, the mature gardens and trees, and the overall pattern of the neighbourhood.

The boundaries of the Conservation Area are Mill Creek (north), Royal Avenue (South), Pandosy Street (east) and Okanagan Lake (west). The south side of Royal Avenue, as noted above, contains institutional buildings (the Kelowna General Hospital and a cancer clinic), as well as a 2 ½ storey, multi-family dwelling under construction.

¹ City of Kelowna, Consolidated Zoning Bylaw No. 8000, Section 13.

² City of Kelowna, Consolidated Zoning Bylaw No. 8000, Section 17.

³ Abbott Street & Marshall Street Heritage Conservation Areas Development Guidelines, August 1997, p. 9.

Heritage Evaluation

The heritage value of a place is determined by assessing it for aesthetic, cultural, historic, scientific, social and/or spiritual importance or significance for past, present and future generations. *Please see Appendix A for definitions.* This method of assessing heritage value is taken from “The Standards and Guidelines for the Conservation of Historic Places in Canada”, Second Edition, 2010, a pan-Canadian document created to guide heritage conservation work in Canada. If present, the heritage values of a place would be embodied by character-defining elements typically identified as materials, forms, location, spatial configurations, uses and cultural associations or meanings. The level of value can range from high (using such terms as ‘significant’ or ‘very’) to low (using such terms as ‘some’ or ‘minor’), and for some value categories, there may be no heritage value at all. **The heritage value of the three subject properties is low.**

The heritage evaluation of the subject properties has been written using the format of a Statement of Significance, which is a methodology developed for this purpose in Canada and results in a document that summarizes heritage values and the character-defining elements and which follows a particular format for the presentation of this material:

- a brief description of the historic place;
- an identification of the key heritage values assigned to the historic place; and
- a list of its principal character-defining elements.

The architectural design category of each house has been taken from the Style Inventory that forms part of the Abbott Street & Marshall Street Heritage Conservation Areas Development Guidelines (August 1997)⁴, which divides the houses in the Conservation Area into one of four civic phases. The subject houses fall into the last two style phases in terms of design but are actually in the last phase (the Post-World War Two phase) when based solely on the year they were likely constructed.

The years in the Style Inventory for the different phases are approximate, and the author has taken the liberty of naming the phases.

- | | |
|---------------|---|
| • 1904 – 1918 | Revival Period
<i>Style: Victorian, Dutch, Mediterranean, Tudor, and Colonial Revival; Early Arts & Crafts</i> |
| • 1918 - 1932 | Traditional Period
<i>Style: Late Arts & Crafts and Early Vernacular Cottage</i> |
| • 1933 - 1945 | Transition Period
<i>Style: Late Vernacular Cottage and Moderne</i> |
| • 1946 - 1960 | Post-World War Two Period
<i>Style: Early Suburban</i> |

⁴ <https://www.kelowna.ca/homes-building/property-development/heritage-development>

Statement of Significance for 416 Royal Avenue

Description

The house, located at 416 Royal Avenue in Kelowna, British Columbia, is a 1-storey, L-shaped house with a front-facing gable extension and a low-cross-hipped roof with deep overhanging eaves. It is clad in wide horizontal clapboard wood siding and sits at-grade. The property faces Royal Avenue, across the street from the Kelowna General Hospital. There is a lane at the rear but access to the garage is from a driveway that is located along the western edge of the property and accessed from Royal Avenue.



Heritage Value

Constructed circa 1947, the house has low heritage significance for its aesthetic, cultural and historic values.



Subject house outlined in red.

Aesthetic Value: The house has some aesthetic value for its Early Suburban (or Ranch) Style, a style popular during the Post-World-War-Two era, and identified with this house through its 1-storey height, front-facing gable extension; low-cross-hipped roof with deep overhanging eaves; horizontal clapboard wood siding; its position at-grade; the location of the front door off-centre that is protected by the eaves⁵; and its placement on the lot, oriented to Royal Avenue, with a medium front yard setback.

Cultural Value: There is minor cultural value for its association with John H. and Hilda E. McLennan, who were likely the first owners and who lived in the house briefly from 1947 until approximately 1952. John was a District Salesman with British American Oil. Also, of some cultural value is the association with Winston A. and Marie (Margaret nee Briggs) Shilvock, who owned and lived in the house from approximately 1952 until at least 1958⁶. Winston (born in Vancouver, British Columbia November 8, 1908) was the Divisional Manager with Investors Syndicate in Kelowna. The first or longest residing owners of a property are interesting to know but do not always hold significance.

Historic Value: The house has minor historic value for its age, having been built in circa 1947 shortly after World War Two, and some value for retaining its original design and materials. It also has some value for being located within the Abbott Street Heritage Conservation Area.

*Scientific Value*⁷: There is minor scientific value associated with the house for providing some information that helps people understand and appreciate the era in which it was built.

⁵ Virginia Savage McAlester, *A Field Guide to American Houses*, Alfred K. Knopf, New York, 2018, p. 597.

⁶ Research did not go beyond the year 1958.

⁷ "Scientific value" refers to the capacity of a historic place to provide evidence that can advance our understanding and appreciation of a culture and is derived from such factors as age, quality, completeness, complexity or rarity.

*Social Value*⁸: There is some social value for its connection to the community today and the way it contributes to the community's sense of identity.

Spiritual Value: There is no spiritual value associated with the house from a non-indigenous viewpoint.

Character-defining Elements

Key elements that define the heritage character of the house include:

- The continuous use of the house as a single-family home since approximately 1947.
- The original form, scale and massing as expressed by its 1-storey height, L-shaped footprint, and how it sits at-grade.
- Its representation of the Early Suburban (Ranch) Style through original architectural elements such as a front-facing gable extension; low-cross-hipped roof with deep overhanging eaves; wide horizontal clapboard wood siding; location of the front door off-centre and protected by the eaves; and the fenestration pattern.

See photographs of the house on the next page.

⁸ "Social value" considers the meanings attached to a place by a community in the present time.

Photographs of 416 Royal Avenue: July 3, 2019



South (Front) Elevation



North (Rear) Elevation



West Elevation, north side



West Elevation, south side



East Elevation



Garage

Statement of Significance for 426 Royal Avenue

Description

The house, located at 426 Royal Avenue in Kelowna, British Columbia, is a 1 ½ -storey house with a front-projecting bay on the west side of the elevation. It has a steeply pitched cross-gable roof with medium overhanging eaves. It is clad in smooth stucco on the body of the house and wide horizontal clapboard wood siding in the gable ends. The front door is located in the projecting bay and is accessed by a set of concrete steps. The property faces Royal Avenue, across the street from the Kelowna General Hospital. There is a lane at the rear for access to an open carport.



Subject house outlined in red

Heritage Value

Constructed circa 1948, the house has low heritage significance for its aesthetic, cultural and historic values.

Aesthetic Value: The house has low value for its Late Vernacular Cottage style, identified with this house through its 1 ½ storey height, projecting bay with front door; steeply pitched cross-gable roof with medium overhanging eaves; smooth stucco cladding on the body of the house with wide horizontal clapboard wood siding in the gable ends; triple-sash (Chicago-style) picture windows; and its position on the lot, oriented to Royal Avenue, with a medium front yard setback.

Cultural Value: There is minor cultural value for its association with Gordon and Marie (nee Allen) Bennett, who owned and lived in the house briefly from 1951 to 1956. Gordon (born in Vancouver British Columbia November 14, 1908) was the Sales Manager for Okanagan Investments. There is further minor value for its association with Walter Renfrew, who owned and lived in the house from approximately 1957 onwards.⁹ Walter was retired from being a clerk with Rutherford & Co. Chartered Accountants. The first or longest residing owners of a property are interesting to know but do not always hold significance.

Historic Value: The house has low historic value for its age, having been built in circa 1948 shortly after World War Two, and some value for retaining its original overall design and materials. It also has some value for being located within the Abbott Street Heritage Conservation Area.

Scientific Value: There is minor scientific value associated with the house for providing some information that helps people understand and appreciate the era in which it was built.

Social Value¹⁰: There is low social value for its connection to the community today and the way it contributes to the community's sense of identity.

⁹ Research did not go beyond the year 1958.

¹⁰ "Social value" considers the meanings attached to a place by a community in the present time.

Spiritual Value: There is no spiritual value associated with the house from a non-indigenous viewpoint.

Character-defining Elements

Key elements that define the heritage character of the house include:

- The continuous use of the house as a single-family home since approximately 1948.
- The original form, scale and massing as expressed by its 1 ½ storey height and L-shaped footprint.
- Its representation of the Vernacular Cottage style through original architectural elements such as the steeply pitched cross-gable roof with medium overhanging eaves; smooth stucco on the body of the house and wide horizontal clapboard wood siding in the gable ends; the location of the front door in the front bay; and the fenestration pattern.

See photographs of the house on the next page.

Photographs of 426 Royal Avenue: July 3, 2019



South (Front) Elevation



North (Rear) Elevation



West Elevation



East Elevation



Carport



Rear door accessed from East elevation

Statement of Significance for 430 Royal Avenue

Description

The house, located at 430 Royal Avenue in Kelowna, British Columbia, is a 1 ½ storey house with a front-projecting bay on the west side of the elevation. It has a gable-and-wing roof with slightly overhanging eaves. It is clad in smooth stucco on the body of the house and wide vertical Board and Batten wood siding in the gable ends. The front door, slightly raised above grade and accessed by three steps, is located in the middle of the house, on the part of the elevation that is set back. The front projecting bay has a small three-sided cant bay window that is covered by a hipped roof. The property faces Royal Avenue, across the street from the Kelowna General Hospital and adjacent to an open-air parking lot. There is a lane at the rear for access to a garage.



Subject house outlined in red.

Heritage Value

Constructed circa 1947, the house has low heritage significance for its aesthetic, cultural and historic values.

Aesthetic Value: The house has low aesthetic value for its Late Vernacular Cottage (or Minimal Traditional) Style identified on this house through its 1 ½ storey height with a front- projecting bay; medium pitched gable-and-wing roof with slightly overhanging eaves; internal brick chimney; smooth stucco on the body of the house and wide vertical Board and Batten wood siding in the gable ends; small three-sided cant bay window that is covered by a hipped roof on the front projecting bay; and through its position on the lot, oriented to Royal Avenue, with a medium front yard setback.

Cultural Value: There is minor cultural value for its association with Robert C. and Jill Gore, who were likely the first owners and who lived in the house from 1949 until approximately 1956. Robert was an accountant with Gore and Sladen. There is further minor value for its association with Frederick and Louise Kerfoot, who owned and lived in the house from approximately 1956 onwards¹¹. Frederick was a representative with Gault Brothers (a dry goods store). The first or longest residing owners of a property are interesting to know but do not always hold significance.

Historic Value: The house has low historic value for its age, having been built in circa 1947 during the post-World War Two building boom, using a design that was responding to a need for smaller, more simple yet pleasing houses that were easy to build and which had a lower purchase price than the larger

¹¹ Research did not go beyond 1958.

houses often constructed before the Great Depression of the 1930s.¹² The house has additional but minor historic value for retaining its original overall design and materials, and for being located within the Abbott Street Heritage Conservation Area.

Scientific Value: There is minor scientific value associated with the house for providing some information that helps people understand and appreciate the era in which it was built.

Social Value¹³: There is low social value for its connection to the community today and the way it contributes to the community's sense of identity.

Spiritual Value: There is no spiritual value associated with the house from a non-indigenous viewpoint.

Character-defining Elements

Key elements that define the heritage character of the house include:

- The continuous use of the house as a single-family home since approximately 1948.
- The original form, scale and massing as expressed by its 1 ½ storey height and L- shaped footprint.
- Its representation of the Vernacular Cottage (Minimal Traditional) Style through original architectural elements such as the front-projecting bay on the west side of the elevation with a small three-sided cant bay window that is covered by a hipped roof; a medium pitched gable-and-wing roof with slightly overhanging eaves; cladding of smooth stucco on the body of the house and wide vertical Board and Batten wood siding in the gable ends; and the fenestration pattern.

See photographs of the house on the next page.

¹² Virginia Savage McAlester, A Field Guide to American Houses, Alfred K. Knopf, New York, 2018, p. 588

¹³ "Social value" considers the meanings attached to a place by a community in the present time.

Photographs of 430 Royal Avenue: July 3, 2019



South (Front) Elevation



North (Rear) Elevation



East Elevation, from front yard



East Elevation, from back yard



West Elevation



View from lane looking south at the garage and the house, with 426 on the right

Conclusion: Heritage Evaluation

Heritage Value of the Subject Properties

Two of the subject properties were constructed in circa 1947 and one in circa 1948. All maintain their original overall design and the majority of their exterior materials, but the above heritage assessments have identified that each of the properties has low heritage value in the aesthetic, cultural and historic categories. They are also examples built in an era for which there are numerous other examples better suited to retention, that are in better condition and/or that are better examples of their design era. Additionally, the subject properties have substantially reduced heritage value as a result of the loss of their historic context (addressed in the next section). None are listed on the City's Heritage Register.

Heritage Value and Significance of Neighbouring Properties

The subject properties are located in the 400 block of Royal Avenue, which had been a streetscape consisting of single-family houses up until approximately 2015, by which time the three houses to the east of the subject properties had been demolished and replaced with an open, at-grade parking lot. By 2019, the house on the corner of Royal Avenue and Pandosy Street had also been demolished, leaving a currently vacant lot. Immediately to the west of the most western of the subject properties (416 Royal Avenue) is a single-family house (408 Royal Avenue) built in a comparable time period to the subject houses.

Directly across the street from the subject properties is the Kelowna General Hospital and its Emergency entrance. Next to the hospital, to the west is a 2 ½ storey medical (BC Cancer) clinic; and beside this building, on the corner of Royal Avenue and Abbott Street, is a 2 ½ storey multi-family building currently under construction.

The inner areas of the neighbourhood have maintained the look and feel of a single-family neighbourhood for the most part, with new houses working within the Guidelines to 'fit in' with the Conservation Area. The north side of the 300 block of Royal Avenue maintains an intact, single-family, historic-looking streetscape that is impacted by the large institutional uses in the 400 block of Royal Avenue.

As a result of the changes to the eastern half of the 400 block of Royal Avenue, and because of the institutional uses across the street and at the corner of Royal Avenue and Pandosy Street, the historic context of the 400 block of Royal has been significantly diminished and has resulted in it having a very different and un-historic character compared to the rest of the Conservation Area.

Conclusion

Based on the loss of historic context, the condition of at least one of the houses, and the commonality of all three houses, it is reasonable to have them replaced with a new development that is better suited to the streetscape and to the Health District 1 (HD-1) zoning category. All three houses have been researched, documented and photographed. This information (through this report) can be shared with the Kelowna Public Archives for their records.

Design Strategies

The following design suggestions for the proposed new multi-family building are based on the following:

- Abbott Street & Marshall Street Heritage Conservation Guidelines: Official Community Plan, Chapter 16
- Urban Design Development Permit Guidelines: Official Community Plan, Chapter 14
- The Standards and Guidelines for the Conservation of Historic Places in Canada, Second Edition, 2010

The Official Community Plan, adopted by City Council in May 2011, acknowledges the value of heritage resources within the City of Kelowna. Chapter 16 deals with the Abbott Street & Marshall Street Heritage Conservation Areas and provides guidelines for renovations and new construction of single-family dwellings within the Conservation Areas. It is based on the guidelines that were completed in August 1997 as part of the creation of the Conservation Areas. The purpose of the guidelines is to have buildings that are compatible with the heritage value of the neighbourhood, in particular with its form and character.

The Official Community Plan has a number of designated Development Permit Areas with their own set of design guidelines. This proposal is not within a Development Permit Area and is therefore not required to follow these design guidelines but given that the guidelines for the Heritage Conservation Area are intended for single-family dwellings, it is reasonable that the design guidelines for a Development Permit Area are being used to inform the design process. For that reason, and at the request of the City, the Urban Design Development Permit Guidelines in Section A “Comprehensive (Multiple Unit Residential, Commercial, and Industrial)” of Chapter 14 of the Official Community Plan has been reviewed.

The Standards and Guidelines for the Conservation of Historic Places in Canada (Second Edition, 2010), is a pan-Canadian document used by heritage professionals and local governments for assessing heritage value and for providing best practices that can guide development projects which incorporate historic buildings. Intended primarily for projects that retain heritage resources, there are, however, some sections that are relevant to new construction within an historic area.

A house-by-house analysis of the 300 and the 400 block of Royal Avenue has been conducted and the results have also been used to inform the design strategies.

The Strategies

The following strategies have been developed to assist the architect team with the design of the proposed new multi-family building, with the understanding that these suggestions are based primarily on heritage conservation principles. The author is not an architect and understands that not all of the following suggestions can be implemented, either from a design rationale or for more practical reasons such as Building Codes or the Zoning Bylaw.

Guidelines from Chapters 14 and 16 of the Kelowna Official Community Plan

The italicized sentence at the beginning of each paragraph is based on either Chapter 14 or 16 of the Kelowna Official Community Plan, or in the event that they both identify the same type of guideline, is a combination of guidelines from the two Chapters. Possible design strategies, in a few cases taken directly from Chapter 14 or 16, follow each guideline summary.

The design should be distinct to Kelowna – Draw on the geography and the climate of Kelowna and how buildings have traditionally responded to these aspects, for example by providing deep overhangs or shady areas¹⁴. It may be that the landscape design makes this project distinctly “Kelowna” more than the design of the building or choice of materials.

The urban design and quality of construction should be high – There are various means to achieve this, with some suggestions found below; but in summary, the building can achieve this goal by being interesting, unique, aesthetically attractive and authentic¹⁵. The material (building and landscape) choices should be high quality, functional, durable, long-lasting and easily maintained.¹⁸

The building should be authentic – Use authentic materials that are respectful of the neighbourhood. It is important that the building be contemporary and not made to look ‘old’.

Respect¹⁶ the nearby form and character of existing buildings – To achieve this character for a 3 storey multi-family building, some options include using:

- projecting and receding bays;
- gable pitch roofs over projecting bay sections;
- Chicago-style windows (large sash in middle with narrow side sashes); and/or
- smooth stucco and/or wide horizontal wood clapboard siding.

The window to wall ratio is not typical in these two blocks, with some houses having quite small ratios and others quite large, so it is reasonable to consider a large window to wall ratio on the new building. There is no consistent use of either vertical or horizontal proportioned windows in these two blocks. The design guidelines in Chapter 14 promote a more vertical orientation for windows, but as there are a number of houses with the Chicago-style windows, it is appropriate to consider this type of window design. Consider providing fabric awnings for at least the ground-level units. These ideas would also contribute to a design that respects human scale.

¹⁴ Urban Design Development Permit Guidelines: Official Community Plan Chapter 14, p. 14.3

¹⁵ Urban Design Development Permit Guidelines: Official Community Plan Chapter 14, p. 14.5

¹⁶ Chapter 14 of the OCP uses the word “emulate” in the above guideline, which can mean either to “match” or to “outdo”. The first principles of heritage conservation do not support either matching or outdoing neighbouring heritage resources, the first in order to avoid a false sense of history, and the second in order to avoid overwhelming existing heritage resources. The term “respect” has been substituted here so that it adheres with heritage conservation principles.

Create visual continuity with the existing streetscape – Some considerations include lining up the cornice or some level of the new building with something on the extant corner house (base of roof or top of roof peak for example)¹⁷. Set the building back to match the setback of the corner house. Provide a sense of solid/open pattern using architectural means (projecting bays for example). The dominant roof pattern along Royal Avenue is gabled with fairly deep overhangs, so consider including these design elements in some form on the building. None of the study houses have brackets or rafter tails, so do not use these, or any other historic elements that are not characteristic of the streetscape. It is important not to create a false sense of history with the new building.

Create an effective and interesting street edge that respects the design and rhythm of the existing streetscape – This should include consideration of both the 300 and the 400 block of Royal Avenue, through using similar or typical front yard setbacks; by having the façade read as multiple houses rather than one large building perhaps through the use of different façade setbacks; and/or by incorporating peaked roofs, etc. If these suggestions are not feasible, then perhaps the architectural detailing of the ‘units’ can be different through either the choice of materials, window pattern, design of balconies, and/or colour scheme, etc.

Use cladding materials that relate to the character of the neighbourhood – Consider the following common materials found in the 300 and 400 block of Royal Avenue: smooth or slightly textured stucco, wide horizontal wood clapboard siding, and/or vertical Board and Batten. If both wide horizontal wood clapboard and smooth stucco are being considered for use on the building, they could be alternated vertically or horizontally. If there are parts of the roof that will be visible from the street, consider using asphalt shingles, as this is the common roofing material along the street. Most of the houses have a foundation that is distinguished from the body of the house by material and/or colour.

Use a colour scheme that relates to the neighbourhood – The predominant colour scheme in the 300 and 400 block of Royal Avenue is white or creme/beige with a grey roof; however, some of the houses have a grey or a blue colour scheme. The colour scheme on the new building can be used effectively to help reduce the visual massing of it, to provide interest, and to be respectful of the heritage value of the neighbourhood.

¹⁷ Urban Design Development Permit Guidelines: Official Community Plan Chapter 14, p. 14.4

Transition the height of the building on the side that is next to the neighbouring house – The house next door (at 408 Royal Avenue) is 1 ½ storeys high. Consider using architectural solutions to transition the height on this side of the building.

Mitigate the height of the new building – This could be achieved through architectural elements such as balconies, bay windows, dormers, etc.¹⁸

Provide a visually interesting roofline and make it distinguishable from the body of the building – Consider incorporating gable peaks, dormers, etc.

The front entrance to the different uses of the building should be obvious – The pattern along the street is for the front door to be inset and either centred or off-centred. Consider one path from the sidewalk for the institutional use and one for the residential use, designed in such a way that there is no confusion as to which path leads to which part of the building. It may be reasonable to provide more than one pathway to each entry if this is more respectful of the design and rhythm of the streetscape.

Parking should be internal or below-grade – The City has identified that undercover but open-sided at-grade parking has CPTED¹⁹ concerns. Consider means of securing access to the parking area and provide a CPTED analysis.

Have generous outdoor spaces for the residents – This could be achieved in the front yard, side yard, lane edge, and/or on the roof. See above notes regarding how the landscape design can be respectful of the historic context of the neighbourhood.

Guidelines from the Standards and Guidelines for the Conservation of Historic Places in Canada

The Standards and Guidelines provide a list of 14 standards, most all of which apply to extant heritage places. Most of the standards do not apply to situations when the heritage resources are being removed; however, there is one standard that is relevant to this project.

“Recognize each historic place as a physical record of its time, place and use. Do not create a false sense of historical development by adding elements from other historic places or other properties, or by combining features of the same property that never coexisted.” – The design of the proposed new building should not mimic the neighbouring historic architecture, nor should it create a false sense of history; the new building should not be made to look ‘old’. The new building may, however, draw on the historic architecture in the neighbourhood by using specific elements in a way that makes sense on a contemporary building; for example, by incorporating a selection of the following (either literally or interpreted): gabled roof forms, deep overhanging eaves, Chicago-style picture windows (large sashin

¹⁸ Urban Design Development Permit Guidelines: Official Community Plan Chapter 14, p. 14.4

¹⁹ CPTED = Crime Prevention Through Environmental Design

middle with narrow side sashes), smooth or slightly textured stucco and/or wide horizontal wood clapboard siding, a compatible colour scheme.

The Standards and Guidelines also provides a series of guidelines for various heritage conservation scenarios. For this project, the most relevant section is 4.1 “Guidelines for Cultural Landscapes, Including Heritage Districts”.²⁰ The subsection numbers are provided in brackets for reference.

Understand and respect how the relationships of the land use, buildings, streets and topography have affected the spatial organization of the neighbourhood (4.1.4) – The new building should be compatible with the spatial organization of the neighbourhood, by referencing or interpreting the pattern of open and solid spaces, by maintaining the pedestrian edge, by providing a similar amount of front- yard setback, and by designing a landscape that is informed by the landscape along Royal Avenue.

Respect and maintain the visual relationships of the neighbourhood (4.1.5)– Use architectural means to reduce the visual impact of the new building on the streetscape, through consideration of existing proportions and the ratio of open to solid spaces (perhaps by setting sections of the building back in a regular pattern).

Respect and maintain the existing circulation pattern of the neighbourhood (4.1.6) – Maintain the alignment, width, finished grade, surface materials of Royal Avenue and of the rear lane; use an interpretation of the typical street edge treatments along Royal Avenue (in particular consider the choice of plants, trees, shrubs, open grassy areas, type of fencing, pathways to the front door, etc.). If more pathways would respect the existing circulation pattern and spatial organization of the streetscape, then it would be appropriate to provide more pathways, with the understanding that the entry door to each portion of the building be obvious. Comply with accessibility requirements in a way that respects the existing circulation pattern.

Use vegetation (trees, shrubs, herbaceous plants, grasses, vines, etc.) that are typical of Kelowna and that are typical in the neighbourhood (4.1.8) – determine the most typical examples along Royal Avenue and incorporate them into the landscape design; but, if the dominant plant choices are no longer appropriate in the context of needing to provide a landscape that reduces the need for outdoor water usage, then preference should be given to a landscape that is suited to Kelowna rather than to a landscape that matches the rest of the streetscape.

Design the new building so that it is compatible with the heritage value associated with the neighbourhood (4.1.11) – by considering all of the above suggestions. Here is an example of a new multi-family building under construction at Royal Avenue and Abbot Street that is respectful of the Heritage Conservation Area across the street from it.



²⁰ “Heritage District is defined in the Standards and Guidelines as: “a place comprising a group of buildings, structures, landscapes and/or archaeological sites and their spatial relationships where built forms are often the major defining features and where the collective identity has heritage value for a community, province, territory or the nation.”

Patterns/Materials Study of the 300 and 400 Blocks of Royal Avenue (North Side)

The style identified for each house is taken from the City of Kelowna Abbott Street & Marshall Street Heritage Conservation Areas Development Guidelines (August 1997).²¹



2195 Abbott Street (corner of Abbott and Royal)

Style: “Early Suburban”:
1- storey; flat roof, dominant stone chimney, high proportion of glazing on the front elevation, deep overhangs.

Materials: Body - smooth stucco cladding, dark grey;
Roof - not visible.

Fenestration: horizontal with strong vertical casings

Landscape: large grassy area, edged with low shrubs, mature trees



340 Royal Avenue

Style: “Early Suburban”:
1- storey; low pitch side gable roof, small exterior brick chimney, deep overhangs, inset front door 2 steps up from grade.

Materials: Body - wide horizontal wood clapboard siding, blue; Roof - asphalt

shingles, grey.

Fenestration: large ‘picture’ triple sash windows on front elevation (large sash in middle with narrow side sashes – Chicago Type).

Landscape: faces the lane, high fence, tall shrubs edging side property line, mature trees.

²¹ <https://www.kelowna.ca/homes-building/property-development/heritage-development>



350 Royal Avenue

Style: "Early Suburban":
1- storey; medium pitch side gable roof, interior brick chimney, deep overhangs, inset front door 5 steps up from grade.

Materials: Body - wide horizontal wood clapboard siding, white;
Roof - asphalt shingles, red.

Fenestration: large 'picture' triple sash window (large sash in middle with narrow side sashes – Chicago Type) for living room, small horizontal window for bedroom, both on front elevation.

Landscape: large grassy area, perennials near house, edged with low shrubs, mature trees



360 Royal Avenue

Style: "Vernacular Cottage – Late": 2 - storey; medium gable side roof with front dormer with shed roof; deep overhangs; half-width open front porch with quarter-turn steps, wood picket rail system, square porch posts.

Materials: Body - stucco, medium smooth, white; Roof - asphalt shingles, red.

Fenestration: large multi-sash (6/1 lites per sash), 5 sash width on left side of elevation; triple sash (6/1 lites per sash) on right side

Landscape: large grassy area, perennials near house, edged with low shrubs, mature trees



370 Royal Avenue

Style: “Vernacular Cottage – Late”: 1- storey; multi-hipped roof, low pitch; wide internal chimney at rear; open porch with square porch columns and wood picket rail system on the west elevation; small projecting bay on front elevation; door is accessed by

7 concrete steps with a simple picket rail system (possibly vinyl); glass block adjacent to front door.

Materials: Body - wide horizontal clapboard wood siding, white; Roof - asphalt shingles, grey

Fenestration: triple sash windows, larger on left than on right.

Landscape: large grassy area, perennials near house, low shrubs, columnar evergreens near house, mature trees



380 Royal Avenue

Style: “Vernacular Cottage – Late”: modified from original design; 2 - storey; medium pitch side gable roof with projecting front gable over wide and centred front bay; no chimney; front door on far left of projecting bay accessed by side-oriented steps faced with brick panels and with wrought iron (or vinyl) spindle rail system

with multiple steps.

Materials: Body - smooth stucco, creamy/beige colour with foundation painted a dark grey; Roof - asphalt shingles, grey.

Fenestration: traditional 3/1 double sash window on left side; large triple sash window on projecting bay with narrower 3/1 side sashes – Chicago Type; plain single sash, narrow frame corner window on the right side.

Landscape: large grassy area, perennials near house, mature trees.



390 Royal Avenue

Style: “Vernacular Cottage – Late”: 2 - storey; medium pitch side multi-gable roof with projecting front gable over projecting front bay; projecting side bay; internal brick chimney; front door on far left of projecting bay accessed by side-oriented steps that lead to deep front porch that runs the full width of the projecting front bay and which has a wood picket rail system; small decorative cap roof over front door and awning over

the adjacent window assembly.

Materials: Body - smooth stucco, white; Roof - asphalt roof shingles, grey.

Fenestration: traditional multi-sash windows on front elevation: on the left is a double sash, 3/1; adjacent to front door is a four-piece 3/1 sash window, with a similar window assembly on the far right.

Landscape: grassy area with perennial beds, perennials near house, mature trees (columnar Cedars) and shrubs.



408 Royal Avenue (corner house adjacent to subject properties)

Style: “Vernacular Cottage – Late”: 1-1/2- storey; medium pitch cross-gable roof; front door centred on house but at left of projecting bay; accessed by 6 steps with abbreviated wrought iron railing system.

Materials: Body - wide horizontal clapboard wood siding on projecting bay, beige/cream; river rock on left side of façade; Roof - asphalt roof shingles, grey.

Fenestration: large picture, single sash window on left side; small, horizontal slider on right side.

Landscape: large grassy area, perennials near house, columnar Cedars near house, mature trees

The following are the subject houses.



416 Royal Avenue

Style: “Vernacular Cottage – Late” on map but “Early Suburban” in list:
1 - storey; cross-hipped, low pitch roof;
projecting front bay creating an L-shaped footprint; front door at grade in middle of primary front elevation.

Materials: Body - wide horizontal clapboard wood siding, pale grey; Roof

- asphalt roof shingles, grey/brown.

Fenestration: Small, horizontal, multi-lite single sash windows.

Landscape: large grassy area, perennials near house, mature trees



426 Royal Avenue

Style: “Vernacular Cottage – Late”:
2 -storey; steep-pitch cross gable roof;
projecting bay on left side of house;
inset door on projecting bay accessed by 5 concrete steps with wrought iron railing system.

Materials: Body - smooth stucco on main part with wide horizontal clapboard wood siding in eaves on each elevation, white; Roof - asphalt roof shingles, grey.

Fenestration: large triple sash multi-lite window on projecting bay with narrower multi-lite side sashes – Chicago Type; large triple sash but with no divided lites window on right side, Chicago Type; some windows have yellow and white striped fabric awnings.

Landscape: large grassy area, perennials near house, mature trees.



430 Royal Avenue

Style: “Vernacular Cottage – Late”:
1-1/2 - storey; medium pitched gable-and-wing roof with slightly overhanging eaves; internal brick chimney; projecting bay on left with a small three-sided cant bay window that is covered by a hipped roof; inset front door in middle of overall elevation, accessed by three steps; 1 storey shed-roofed addition on the

rear.

Materials: Body - smooth stucco on main part with wide vertical Board and Batten siding in gable ends on each elevation, blue; Roof - asphalt roof shingles, multi-grey.

Fenestration: Bay window has more recent, single-sash inserts; window to right of door is double-hung, 3/3. Most windows have decorative vertical wood slat shutters.

Landscape: large grassy area, shrubs near house, mature trees.

Common Characteristics

The following is a list of the common characteristics of the houses in the 300 and 400 block of Royal Avenue:

- Height ranges from 1- 2-storeys
- Gable pitch roofs, some cross-gables, ranging from low to medium pitches
- Medium to deep overhanging eaves
- Asphalt roofing material
- Chicago-style windows (large sash in middle with narrow side sashes)
- Smooth or slightly textured stucco
- Wide horizontal wood clapboard siding
- Off-set and recessed front door (only two of the houses have front porches)
- Colour schemes: white or creme/beige; grey; blue – typically with a grey roof
- Medium front yard setbacks
- Open front yard, mostly grass
- Mature perennials, shrubs and trees (columnar Cedar trees)
- Front yard is edged with a low fence and/or shrubs
- Access to off-street parking from a rear lane

Appendix A: Definitions of Heritage Values

The following definitions of heritage value are quoted directly from the “Canadian Register of Historic Places: Writing Statements of Significance” Guide²² and have been used in the writing of the Statements of Significance of the subject properties.

Aesthetic value refers to the sensory qualities of a historic place (seeing, hearing, touching, smelling and tasting) in the context of broader categories of design and tradition. A place may have aesthetic significance because it evokes a positive sensory response, or because it epitomizes a defined architectural style or landscape concept. Visual aesthetic value is typically expressed through form, colour, texture or materials. It is possible for historic places to have other aesthetic values as well, such as auditory ones. Historic places with aesthetic significance may reflect a particular style or period of construction or craftsmanship, or represent the work of a well-known architect, planner, engineer or builder.

Cultural and Historical values are sometimes combined and refer to the associations that a place has with past events and historical themes, as well as its capacity to evoke a way of life or a memory of the past. Historical or cultural value may lie in the age of a heritage district, its association with important events, activities, people or traditions; its role in the development of a community, region, province, territory or nation; or its patterns of use. Historical or cultural value can lie in natural or ecological features of the place, as well as in built features.

Scientific value refers to the capacity of a historic place to provide evidence that can advance our understanding and appreciation of a culture. The evidence is found in the form, materials, design and/or experience of the place. Scientific value can derive from various factors, such as age, quality, completeness, complexity or rarity. Scientific value may also be present when the place itself supplements other types of evidence such as written sources, such as in archaeological sites.

Social value considers the meanings attached to a place by a community in the present time. It differs from historical or cultural value in that the value may not have an obvious basis in history or tradition and relates almost entirely to the present time. Social value may be ascribed to places that perform a key role within communities, support community activities or traditions, or contribute to the community’s sense of identity. Places with social value include sites that bring the community together and create a sense of shared identity and belonging.

Spiritual value is ascribed to places with religious or spiritual meanings for a community or a group of people. Sacred and spiritual places could include places of mythological significance, landscape features associated with myth and legends, burial sites, rock cairns and alignments, fasting/vision quest sites etc., places representing particular belief system(s) or places associated with sacred traditions, ceremonial practices or rituals of a community/group of people.

²² Historic Places Program Branch, “Canadian Register of Historic Places: Writing Statements of Significance,” Parks Canada, November 2006, pp. 12-13.

Appendix B: Historic Background

416 Royal Avenue

Date of Construction

Circa 1947 According to City records, a Plumbing Permit was taken out in 1947.
According to the City Directories, J.H. McLennan lived at this address in 1947.

Early Ownership History

1947-1951/52 John H. and Hilda E. McLennan
John was a District Salesman with British American Oil.
1951/52-1958+ Winston A. and Marie Shilvock
Winston was the Divisional Manager with Investors Syndicate.

426 Royal Avenue

Date of Construction

Circa 1948 According to City records, a Plumbing Permit was taken out in 1948.
According to the City Directories, the house was vacant until the mid-1950s; however, there may have been occupants earlier than this who were not recorded.

Early Ownership History

1951-1956 Gordon and Marie Bennett
Gordon was the Sales Manager for Okanagan Investments
1957-1958+ Walter Renfrew
Walter was retired from being a clerk with Rutherford & Co Chartered Accountants.

430 Royal Avenue

Date of Construction

Circa 1947 According to City records, a Building Permit application was received in 1947.
According to the City Directories, the house was vacant until 1949; however, there may have been occupants earlier than this who were not recorded.

Early Ownership History

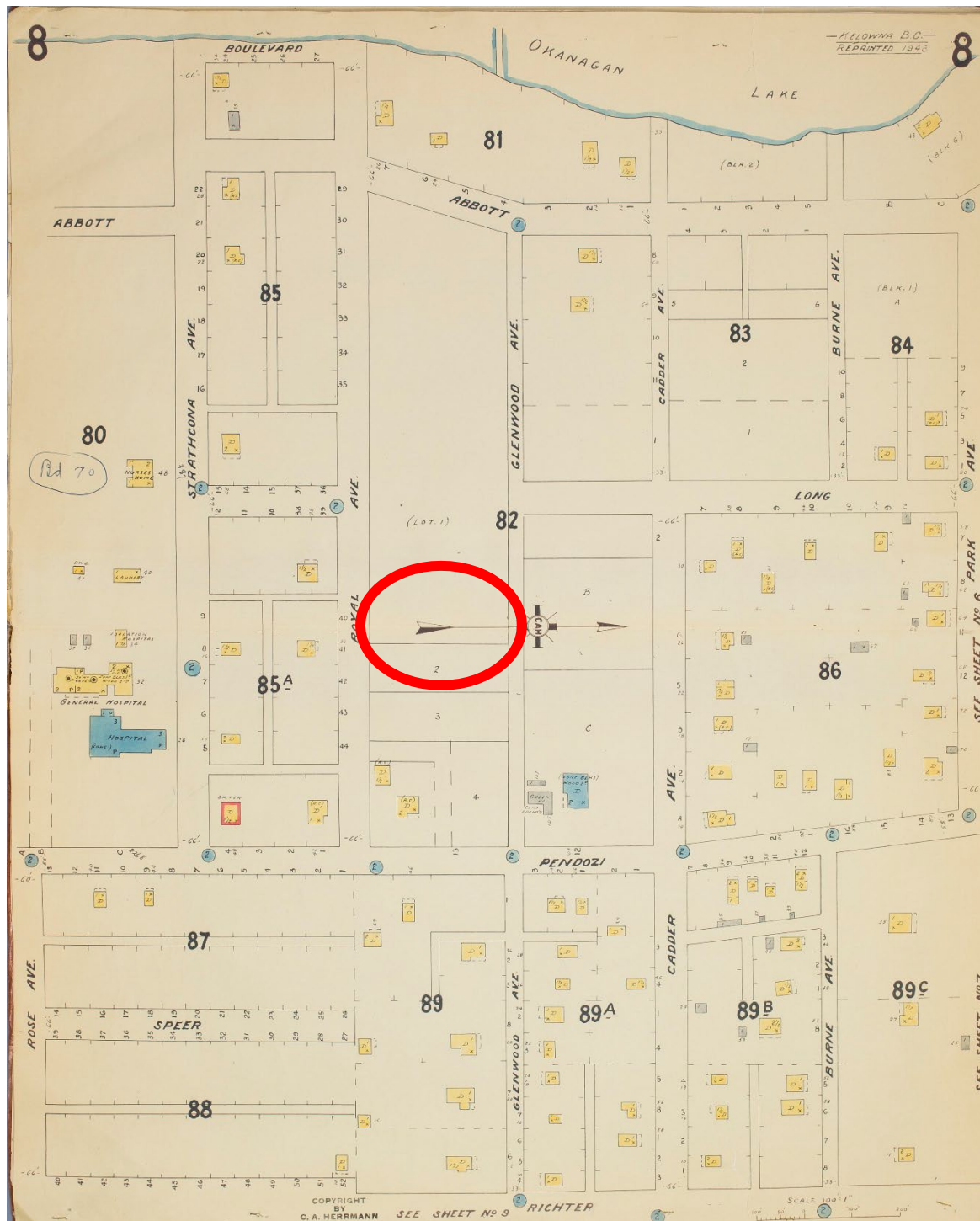
1949 – 1956? Robert C. and Jill Gore
Robert was an accountant with Gore & Sladen
1958? - ? Frederick and Louise Kerfoot
Frederick was a representative with Gault Brothers (a dry goods store)

There are no listings for the years 1951-1955, so the above ownership years is speculative.

Ownership records for all three properties were only researched up to 1958.

Fire Insurance Map, reprinted 1948

(Source: City of Kelowna Public Archives, Bob DeMara Fonds 2011.012.011)



Approximate location of the three subject properties is indicated in red.

Aerial View of the Kelowna General Hospital, 1992, with One of the Subject Properties (430 Royal Avenue) Visible in the Lower Right

(Source: Kelowna Public Archives: KPA #8647)



Close-up of photograph Showing 430 Royal Avenue.



Kelowna City Directory, 1947, p. 44.

(Source: Kelowna Public Archives)

ROSEMEAD - (Cont'd)

511*James J E -338R
 518*Brown G E -185
 525*Metcalfe W -338R3

Dead end**ROWCLIFFE AV E from
1843 Marshall**

529*Lindsay R
 534*Crossley G Y L
 -465Y3
 535 Giggey J R -834R
 541 Bennett J C -762R
 542*Melsted E -641R
 550*Fitzgibbon J E
 551 Bailey J M -641L1
 555 Prosser Mrs I E
 -218R
 558*Schleppe B N-641R1
 563*Black Mrs B P
 -236R
 571*Charman W -236L
 578 Lawrence A
 586 Vacant
 593*Brown G A -874
 596 Howatt L L-218R2
 610*Beuker J H
 615*Bennett I -236L1
 625*Hubatka J L
 638*Schleppe B
 643*Dagger J S

Ends at Richter**ROYAL AV E from 2188
Abbott**

343*Mandel A J-249L1
 360*James P G-249R2
 380*Kilbom Mrs A O
 381*Tozer W A -249R
 390*Gordon W R-586L2

Long intersects

416*McLennan J H
 586L1

ROYAL - (Cont'd)

419*Stirling R -674
 427*Wilson Mrs M
 -586L
 434 Cruise J T -586Y
 443*Povak A H -249L
 453*Johns S -700L
 466 Ryer Mrs M S-700L1
 477*Panton L A C phys
 -700R

**Pendozi intersects
Ends at Speer****ST PAUL ST S from 556
Gaston**

1110 Kel Cement Blk
 Wks -1003
 1110*Garward M D
 1111*McIntosh W E
 1123*Guidi A -625L
 1131 Mooney Mrs J-625X1
 1137*Coueslan Mrs E
 1138*Buss Bros boat
 bldrs
 1145*Sauer A B
 1146*Wilson Pumice Prods
 Ltd chimney &
 bldg blks
 1151*Watson Mrs M L
 1159*Avender Mrs L
 1179 Guidi L -634L
 1193*Rossi J bldg contr
 -526

Clement intersects

1226*Favali P
 1230*Shantz Mrs L A

Coronation intersects

1238 Northern Rooms
 1246*Kozdrowski N-335Y1
 1262*Gordon D A -425L
 1290*Bodnar C

Cawston intersects

Of the subject properties, only 416 is shown.

Kelowna City Directory, 1949/50, p. 301.

(Source: Vancouver Public Library https://bccd.vpl.ca/index.php/browse/title/1949-1950/Kelowna_City_Directory)

ROYAL AV - (Cont'd)	ST PAUL ST - (Cont'd)
350*Byers J E -1283L	1151*Watson Mrs M L
353 Vacant	1159*Avender Mrs L
360*James P G -249R2	1179 Guidi L -634L
380*Kihlbom Mrs A O	1193*Rossi J bldg contr
-249L2	-526
381*Tozer W A -249R	Clement intersects
390*Tozer W A -586L2	1216*Sehn L
Long intersects	1226*Favali P -915L1
416*McLennan J H -586L1	1230*Shantz Miss W E
419*Stirling R -674	Coronation intersects
423*Lipsett R S	1238 Northern Rooms
426 Vacant	1246*Kozdrowski N-335Y1
427*Burns A W -586L	1262*Gordon Mrs B Mc
430*Gore R C -956R	-425L
434*Brown Dr A W -586R	1272 New House
443*Graham A H -249R	1290*Bodnar C
453*Crowe F W -700X	Cawston intersects
466 Vacant	1302 Gibb Gro - gro, dry
477*Essa M J -700R2	gds & Hdw -75
Pendozi intersects	& 1020
598*Smith L M -956Y1	1307 Lucking A -545X1
Ends at Speer	1310*Draginov J
ST PAUL ST S from 556	1311 St Paul Rooms
Gaston	1314*Stephens J G -545L
1110 Kel Cement Blk Wks	1314 (rear) Kleist Miss M
-1003	1320 Broun E
1110*Garward Mrs V C	1324*Westie Miss J
-1003	1330*Gordon D A
1111*McIntosh W E -625Y	1331*Robinson E A -930R
1115 Daynard J W	1334*Wurzer Mrs A
1123*Guidi A -625L	1335 Colton Mrs E -335X2
1131 Mooney Mrs J -625X1	1340*Hungle V -699L1
1137 Perry Mrs H M	1341*Garner Mrs L M
1137 Savage A	1344*Koch K
1138 Vacant	1345*Keer G C -425R
1145*Sauer A B	1351*Kusz A
1146*Wilson Pumice Prods	1357 Vacant
Ltd chimney &	ws Chapman D & Co Ltd
bldg blks -476L1	stge
-1248L	1362*Schmidt L
	1362 (rear) Vogt J
	1367*Rigetti J

301

The properties at 416 and 430 are shown as occupied. 426 is shown as vacant.

(Source: Vancouver Public Library https://bccd.vpl.ca/index.php/browse/title/1951-1952/KelownaCity_and_District_Directory)

All three subject properties are now shown as occupied. The asterisk beside each name indicates that these are the owners as well as the occupiers of the properties.

Death Certificate of Winston Agnew Shilvock (416 Royal Avenue)

(Source: Royal BC Museum <http://search-collections.royalbcmuseum.bc.ca/Genealogy>)

BRITISH COLUMBIA
Ministry of Health and
Ministry Responsible for Seniors
VITAL STATISTICS AGENCY

REGISTRATION OF DEATH

DOCUMENT CONTROL NUMBER
(Office Use Only)
101545150

REGISTRATION NUMBER
(Office Use Only)
98-026201

NAME OF DECEASED
SURNAME (Print or Type) **Shilvock**
ALL GIVEN NAMES (Print or Type) **Winston Agnew**
SEX ☒ M ☐ F ☐ LUX
DATE OF DEATH
MONTH DAY YEAR
SEP 18 1998

PLACE OF DEATH
NAME OF HOSPITAL OR INSTITUTION (Otherwise give exact location where death occurred, address)
Kelowna General Hospital
CITY, TOWN OR OTHER PLACE (by name)
Kelowna, British Columbia
POSTAL CODE

RESIDENCY INFORMATION AND USUAL ADDRESS
B.C. RESIDENT ☒ NON-RESIDENT ☐ IF B.C. RESIDENT, PERSONAL HEALTH NUMBER **9121612371017**
ABORIGINAL STATUS? YES ☐ NO ☒
COMPLETE STREET ADDRESS (If rural give exact location (Not Post Office or Rural Route address))
265 Poplar Point Dr.
CITY, TOWN OR OTHER PLACE (by name)
Kelowna, British Columbia
PROVINCE/STATE (country)
British Columbia
POSTAL CODE
V1Y 1Y2

MARITAL STATUS
STATE
☐ NEVER MARRIED ☒ MARRIED ☐ DIVORCED
☐ SEPARATED ☐ WIDOWED ☐ OTHER
IF MARRIED, WIDOWED, SEPARATED OR DIVORCED GIVE FULL NAME OF SPOUSE; INCLUDE MAIDEN NAME IF APPLICABLE
Briggs, Margaret

OCCUPATION
KIND OF WORK
Manager
YEARS
Investment
KIND OF BUSINESS OR INDUSTRY IN WHICH WORKED

BIRTHDATE
MONTH DAY YEAR
NOV 08 1908
AGE (YEARS)
89
IF UNDER 1 YEAR MONTHS DAYS IF UNDER 1 DAY HOURS MINUTES

BIRTHPLACE
CITY, TOWN OR OTHER PLACE
Vancouver, British Columbia
PROVINCE/STATE (country) OF BIRTH

BIRTHNAME IF DIFFERENT
SURNAME (Print or Type)
n/a
ALL GIVEN NAMES (Print or Type)
n/a

FATHER
SURNAME AND GIVEN NAMES OF FATHER (Print or Type)
Shilvock, unknown
BIRTHPLACE - CITY OR PLACE, PROVINCE/STATE (country)
unknown

MOTHER
MAIDEN SURNAME AND GIVEN NAMES OF MOTHER (Print or Type)
unknown
BIRTHPLACE - CITY OR PLACE, PROVINCE/STATE (country)
unknown

INFORMANT
SIGNATURE
X H. Shilvock
DATE SIGNED
SEP 18 1998
RELATIONSHIP TO DECEASED
wife
NAME OF INFORMANT (Print or Type)
Margaret Shilvock
ADDRESS OF INFORMANT
265 Poplar Point Dr., Kelowna, British Columbia
POSTAL CODE
V1Y 1Y2

DISPOSITION
TYPE OF DISPOSITION
☐ BURIAL ☒ CREMATION ☐ OTHER (SPECIFY):
BURIAL PERMIT NUMBER
451062616
DATE OF BURIAL / DISPOSITION
SEP 22 1998
NAME AND ADDRESS OF CEMETERY, CREMATORIUM OR PLACE OF DISPOSITION
Lakeview Crematorium, Kelowna, British Columbia

FUNERAL DIRECTOR
NAME OF FUNERAL DIRECTOR OR PERSON IN CHARGE OF REMAINS (Print or Type)
Day's Garden Chapel
CLIENT NO.
889
ADDRESS
1134 Bernard Ave, Kelowna, British Columbia
POSTAL CODE
V1Y 6R2

NOTATIONS
DO NOT WRITE BELOW THIS LINE - OFFICE USE ONLY

CERTIFICATION OF DISTRICT REGISTRAR
I CERTIFY THAT THIS RETURN WAS ACCEPTED BY ME ON THIS DATE AT: **Kelowna**
Month Day Year
SEP 21 1998
SIGNATURE OF DISTRICT REGISTRAR
A. Shilvock
BRITISH COLUMBIA
REGISTRATION DISTRICT NO.
887

HLTH 406 REV 95/11

Death Certificate of Gordon Hamilton Bennett (426 Royal Avenue)

(Source: Royal BC Museum <http://search-collections.royalbcmuseum.bc.ca/Genealogy>)

Dr. McIntosh
FORM 6
3 certs.

PROVINCE OF
BRITISH COLUMBIA (Canada)
DEPARTMENT OF HEALTH
Division of Vital Statistics

REGISTRATION OF
DEATH

Registration No.
(Department use only)
79-09-001208

1. Surname of deceased (print or type)
BENNETT

2. SEX
male

3. Name of hospital or institution (otherwise give exact location where death occurred)
Still Waters Private Hospital
City, town or other place (by name)
Kelowna, B.C.
Inside municipal limits? (State Yes or No) **yes**

4. Complete street address: If rural give exact location (not Post Office or Rural Route address)
735 Elliott Ave.,
City, town or other place (by name)
Kelowna
Inside municipal limits? (State Yes or No) **yes** Province (or country)
B. C.

5. Single, married, widowed, or divorced
divorced

6. If married, widowed, or divorced, give full name of husband or full maiden name of wife
Marie ALLEN

7. Kind of work done during most of working life
accountant

8. Kind of business or industry in which worked
income tax

9. Month (by name), day, year of birth
November 14, 1908

10. AGE (years)
70
(Months) (Days) (Hours) (Minutes)
If under 1 year If under 1 day

11. City or place Province (or country) of birth
Vancouver, B.C.

12. Native Indian? Yes No ☒ ☐ If "yes" state name of band

13. Surname and given names of father (print or type)
BENNETT - James Hamilton

14. BIRTHPLACE - City or place, Province (or country)
Quebec

15. Maiden surname and given names of mother (print or type)
not known - Gladys Eleanor

16. BIRTHPLACE - City or place, Province (or country)
Wales

17. Signature of informant
X Gordon Bennett

18. Relationship to deceased
SON

19. Address of informant
2520 Glenfell RD. Kelowna B.C.

20. Date signed - Month, day, year
Jan 6, 1979

21. Burial, cremation or other disposition (specify)
cremation

22. Date of burial or disposition (month, day, year)
January 16, 1979

23. Name and address of cemetery, crematorium or place of disposition
Pine Grove Crematorium Ltd., Kamloops, B. C.

24. Name and address of funeral director (or person in charge of remains) (print or type)
Day's Funeral Service Ltd., Kelowna, B.C.

MEDICAL CERTIFICATE OF DEATH

25. Month (by name), day, year of death
January 6th, 1979

26. Part I **3319**
Immediate cause of death
(a) **Terminal Pneumonia**
(b) **Cerebral atrophy**
(c) **II**

Antecedent causes, if any, giving rise to the immediate cause (a) above, stating the underlying cause last

Part II
Other significant conditions contributing to the death but not causally related to the immediate cause (a) above

27. Autopsy being held? Yes No ☐ ☒

28. Does the cause of death stated above take account of autopsy findings? Yes No ☐ ☒

29. May further information relating to the cause of death be available later? Yes No ☐ ☒

30. If accident, suicide, homicide or undetermined (specify)

31. Place of injury (e.g. home, farm, highway, etc.)

32. Date of injury (Month (by name), day, year)

33. How did injury occur? (describe circumstances)

34. If there was a recent surgical operation give date of operation

35. State operative findings

36. I certify that to the best of my knowledge and belief the above named person died on the date and from the causes stated herein:
Signature (attending physician, coroner, etc.)
X Dr. McIntosh
Attending physician ☒ Physician examining body after death ☐ Coroner ☐

37. Name of physician or coroner (print or type)
A.D. McIntosh
Address
#19-1710 ELLIS ST, Kelowna
Date: Month, day, year
JAN 8, 1979

DO NOT WRITE BELOW THIS LINE - OFFICE USE ONLY

Notations:

I certify this return was accepted by me on this date at -
District Registration No.
25
KELOWNA, B.C.
Date: Month (by name), day, year
JAN - 9 1979
Signature of District Registrar

4-2302-3.14: 26-9-73

References

BC City Directories

<https://bccd.vpl.ca/index.php/browse/index>

Canadian Register of Historic Places, "Writing Statements of Significance", Parks Canada, November 2006.

https://www.historicplaces.ca/media/21054/sos_guide_final_e_new_design.pdf

City of Kelowna Public Archives

<https://www.kelownamuseums.ca/archives/>

City of Kelowna Website for Heritage Information

<https://www.kelowna.ca/homes-building/property-development/heritage-development>

City of Kelowna Website for the Official Community Plan (Chapters 14 and 16)

<https://www.kelowna.ca/city-hall/city-government/bylaws-policies/kelowna-2030-official-community-plan>

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<http://search-collections.royalbcmuseum.bc.ca/Genealogy>

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CO-OPERATIVE CARSHARING AGREEMENT

THIS AGREEMENT made the 20th day of August, 2021,

BETWEEN:

MODO CO-OPERATIVE

200 - 470 Granville Street
Vancouver, B.C.
V6C 1V5

(**"Modo"**)

AND:

Payam & Sanaz Holdings Limited

2574 Linner Way
Regina, SK
S4V 1K3

(**"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: 031-464-025,
legal lot description: LOT 1 DISTRICT LOT 14 OSOYOOS DIVISION YALE DISTRICT PLAN EPP91145,
(the **"Lands"**);
- B. Developer has caused the construction of a new rental residential development (the **"Development"**) on the Lands;
- C. It is intended that Development will include 38 Rental units (collectively the **"Rental Units"**, and each a **"Rental Unit"**);
- D. Modo is a member-owned co-operative that facilitates carsharing for individuals and businesses as an alternative to privately-owned automobiles;
- E. As a condition of approving the Development, the City of Kelowna in British Columbia (the **"Municipality"**) requires the Developer to provide one (1) co-operative vehicle (the **"Shared Vehicle"**) in connection with the Development and to be available as part of a service to share the use of the Shared Vehicle (the **"Carsharing Program"**);

- F. In addition, the Municipality requires the Developer to designate one (1) parking space at the Development for the exclusive use of the Shared Vehicle (the **"Shared Vehicle Parking Space"** as set out in Schedule A hereto) and free-of-charge to Modo;
- G. Modo will deliver the Shared Vehicle to the Shared Vehicle Parking Space and make the Shared Vehicle available for use in accordance with the terms of this Agreement;
- H. Modo will, at its cost, operate, maintain, repair and insure the Shared Vehicle and administer the service to share the Shared Vehicle (collectively, the **"Services"**);
- I. Developer and Modo intend that the Shared Vehicle will be available for use by all members of Modo (collectively, the **"Modo Members"** and each a **"Modo Member"**), including the Residents who become Modo Members; and
- J. Developer and Modo wish to set out in this Agreement the terms and conditions of the Carsharing Program as it pertains to the Development.

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

ARTICLE 1 - DEFINITIONS

- 1.1 Definitions. In this Agreement, the following terms have the following meanings:
- (a) **"Agreement"** means this agreement, any schedules attached hereto which are referred to in this agreement, and every properly executed instrument which by its terms amends, modifies, supplements, or extends this agreement;
 - (b) **"Commencement Date"** means the date on which the Occupancy Permit is issued by the Municipality;
 - (c) **"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, and expressly includes any party which may manage or operate the Development for the Developer from time to time;
 - (d) **"Development"** has the meaning set out in Recital B;
 - (e) **"Estimated Occupancy Date"** has the meaning set out in section 3.5;

- (f) **“EV Station”** means one (1) electric vehicle charging station (which specifications are defined in Schedule B) to be provided, installed, maintained and replaced by Developer, at Developer’s sole cost, to be used for the sole purpose of charging the Shared Vehicle;
- (g) **“Lands”** has the meaning set out in Recital A;
- (h) **“Mediator”** means a member in good standing of the Arbitrators Association of British Columbia or Mediate BC;
- (i) **“Membership Holder”** means the Rental Owner;
- (j) **“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;
- (k) **“Membership Shares”** means membership shares in Modo;
- (l) **“Occupancy Permit”** means the first occupancy permit issued by the Municipality in respect of the Development;
- (m) **“Partnership Membership”** means the Membership Holder membership in Modo by way of ownership of the Subject Shares;
- (n) **“Partner User”** means a Resident (as defined below) of the Development who benefits from Modo membership privileges by way of the Partnership Membership;
- (o) **“Project Fee”** has the meaning set out in section 2.1;
- (p) **“Rental Agreement”** mean a tenancy agreement or similar agreement between the Rental Owner and the tenant or occupant of a Rental Unit with respect to the occupancy of such Rental Unit for any length of time;
- (q) **“Rental Owner”** means the owner of the Rental Units from time to time;
- (r) **“Rental Units”** has the meaning set out in Recital C;
- (s) **“Residents”** means collectively, the tenants of the Rental Units and **“Resident”** means any one of them;

- (t) **“Shared Vehicle Minimum Term”** means the term of three (3) years for the Shared Vehicle, commencing from the later of the Commencement Date or the first date that the Shared Vehicle is made available for use by Modo Members at a Shared Vehicle Parking Space;
- (u) **“Shared Vehicle”** has the meaning set out in Recital E;
- (v) **“Subject Shares”** has the meaning set out in section 2.1;
- (w) **“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,
- (x) **“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 Estimated Occupancy Date, the Developer will pay to Modo the aggregate sum of \$29,000.00 plus GST (the **“Project Fee”**), representing the following:
 - (a) \$1,000.00 for the purchase of one hundred (100) Membership Shares (the **“Subject Shares”**); and
 - (b) the Project Fee minus \$1,000.00 to be used by Modo toward the ownership costs of Shared Vehicle.
- 2.2 Upon payment of the Project Fee, Modo will issue the Subject Shares and will issue a receipt to the Developer confirming payment of the Project Fee to Modo.
- 2.3 Developer agrees that Modo will not be under any obligation whatsoever to provide the Services or issue the Subject Shares if Modo has not received full payment of the Project Fee from Developer by the required deadline set out in
- 2.4 If the Occupancy Permit is issued later than the year 2024, the Project Fee will increase by 4% for each year thereafter, on January 1st of such year and until the Occupancy Permit is issued, including the year the Occupancy Permit is issued.

ARTICLE 3 - BENEFITS AND OBLIGATIONS OF DEVELOPER

- 3.1 Developer agrees to designate the Shared Vehicle Parking Space for the exclusive use of Modo, in compliance with the standards set out in Schedule B and free-of-charge to Modo from the Commencement Date and throughout the Term.
- 3.2 Developer agrees that throughout the Term, subject to section 11.5, the Shared Vehicle Parking Space will be accessible to and exclusively useable by Modo Members on a 24 hours a day, 7 days a week basis.

- 3.3 Developer permits Modo to directly authorize removal of unauthorized vehicles parked in the Shared Vehicle Parking Space through the towing company contracted by Developer, or a towing company of Modo's choice in the event there is not a designated contractor or if that contractor is unavailable. The unauthorized vehicle(s) parked in the Shared Vehicle Parking Space would be removed at the vehicle owners' risk and expense.
- 3.4 Developer will ensure that the EV Station is operational and for the exclusive use of Modo from the Commencement Date and throughout the Term.
- 3.5 At least sixty (60) calendar days prior to the date Developer anticipates that the Occupancy Permit will be issued, Developer will provide written notice to Modo of such estimated date (the "**Estimated Occupancy Date**").
- 3.6 Promptly upon issuance of the Occupancy Permit, 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 Holder 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 - 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 in accordance with this Agreement.
- 5.2 The Subject Shares, and the benefit of the Partnership Membership, will not be allocated or divided in any manner as between the Residents, and there will be no limit on the number of Residents of any given Rental Unit that may apply to be Partner Users at any given time (subject to the overall limit on the number of Partner Users set out in section 6.2).

- 5.3 Residents will not automatically become Modo Members and must apply to join Modo and meet Modo's membership requirements in order to be eligible to use the Shared Vehicle and participate in the Carsharing Program.
- 5.4 Subject always to section 5.3, a Resident may only have the benefit of the Partnership Membership for as long as the Resident is actually residing within a Rental Unit and, for greater certainty, an owner of a Rental Unit is not a Resident for the purposes of this Agreement, and is not entitled to the benefit of the Partnership Membership, unless such owner is actually residing within a Rental Unit.
- 5.5 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.
- 5.6 Every six (6) calendar months during the Term (commencing on the date that is six (6) months after the Commencement Date), Modo will provide the Rental Owner in writing with the name of each Partner User.
- 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 make available to Residents of the Rental Units the rules in the form attached hereto as Schedule C.
- 5.9 Modo will be the sole provider of the Carsharing Program in respect of the Shared Vehicle during the Term.
- 5.10 The Rental Owner agrees to pay for the electricity withdrawn from the EV Station when due and Modo will reimburse the Rental Owner in accordance with section 6.12.
- 5.11 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 confirms and agrees that, in accordance with Modo's membership documentation, each Resident will be individually responsible for any and all actions, causes of action, costs or claims of whatsoever type or nature levied or made by Modo or by any other person as a result of or in connection with such Resident's participation in the Services or otherwise associated with the Subject

- Shares of, or membership in, Modo held by the Membership Holder, Developer and their respective affiliates, subsidiaries, successors or assigns.
- 6.2 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. 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.
- 6.3 Any number of Residents of any given Rental Unit may apply to Modo to become Partner Users, and each such Resident who becomes a Partner User will count as a separate Partner User for the purposes of the limit set out in section 6.2.
- 6.4 Modo will use the Project Fee, less the amount required to purchase the Subject Shares, toward the ownership costs of one (1) new four-wheeled automobile with electric motorization for use as the Shared Vehicle, and will, forthwith upon the purchase of the Shared Vehicle, provide Developer with a copy of the Shared Vehicle's registration evidencing that the Shared Vehicle is registered in the name of Modo together with proof of insurance.
- 6.5 Modo will deliver the Shared Vehicle to the Shared Vehicle Parking Space and will make the Shared Vehicle available for use by the Modo Members in accordance with the terms of this Agreement and pursuant to the deployment sequence of the Shared Vehicle (the "**Shared Vehicle Deployment Sequence**") as set out in Schedule D hereto.
- 6.6 In the event that the Occupancy Permit is not issued within thirty (30) days after the Estimated Occupancy Date, Modo reserves the right to park the Shared Vehicle at another location suitable for its use within the Carsharing Program and make it available for use by Modo Members, provided always that Modo will deliver the Shared Vehicle to the Shared Vehicle Parking Space by no later than the date(s) set out in the Shared Vehicle Deployment Sequence.
- 6.7 Modo agrees to provide the Shared Vehicle for the use of Modo Members and to cause the Shared Vehicle to be parked in the Shared Vehicle Parking Space at all times when not in use by a Modo Member and when not being repaired or serviced. For greater certainty, Modo will not be responsible for any costs in respect of the use of and access to the Shared Vehicle Parking Space during the Term, including, without limitation, the maintenance of the Shared Vehicle Parking Space.
- 6.8 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.

- 6.9 Modot will at its sole expense provide Developer with appropriate signage for the Shared Vehicle Parking Space.
- 6.10 Modot will be solely responsible for providing and paying for the Services, including but not limited to the operation, administration, maintenance, repair, replacement and insurance costs in respect of the Shared Vehicle and the Carsharing Program in a prudent manner. If the Shared Vehicle is damaged beyond repair during the Shared Vehicle Minimum Term, then Modot 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.
- 6.11 Modot acknowledges and agrees that Developer and the Membership Holder will not be responsible for any costs associated with the Shared Vehicle, the Carsharing Program or the Services, including, without limitation, any applicable taxes or delivery fees in respect of the purchase of the Shared Vehicle or any user or membership fees of any of the Residents, other than the payment of the Project Fee and the maintenance, use of and access to the Shared Vehicle Parking Space and EV Station.
- 6.12 Modot will reimburse the Rental Owner the amount paid by the Rental Owner for the electricity withdrawn from the EV Station, based on data logs and reports from the EV Station. The reimbursement will be made in arrears on a yearly basis, starting on the Commencement Date or such other date as may be agreed upon by the Rental Owner and Modot.
- 6.13 Modot reserves the right to temporarily relocate the Shared Vehicle parked in the Shared Vehicle Parking Space if access to the Shared Vehicle Parking Space is not provided in accordance with section 3.1 or 3.2 for a duration greater than twenty-four (24) consecutive hours and until access to the Shared Vehicle Parking Space has been re-established in accordance with sections 3.1 and 3.2. Promptly following access being re-established Modot will relocate the Shared Vehicle back to the Shared Vehicle Parking Space.
- 6.14 Modot reserves the right to temporarily relocate the Shared Vehicle parked in the Shared Vehicle Parking Space if access to the EV Station is not provided in accordance with section 3.4 for a duration greater than twenty-four (24) consecutive hours and until access to the EV Station has been re-established in accordance with section 3.4. Promptly following access being re-established Modot will relocate the Shared Vehicle back to the Shared Vehicle Parking Space.
- 6.15 Modot will provide orientation to all Residents wishing to participate in the Carsharing Program or use Modot vehicles.
- 6.16 Modot will provide Developer with marketing materials to promote participation in the Services to Residents and prospective residents of the Development.

- 6.17 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.

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 for the first time, 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 pre-leasing, leasing and initial occupancy phases of the Development, Developer agrees to communicate the benefits of the Carsharing Program to prospective residents and Residents. This will be done through Developer’s existing communications channels such as email, website, collateral, leasing agents and property managers, with the intent to raise awareness and usage of the Services, and with the information and materials in support provided by Modo, including:
- (a) a short description of Modo 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 steps as reasonably required to assist the Developer in carrying out the foregoing obligations.
- 7.4 During the Term, 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 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 assess, not more than once a year, the impacts of its Services by facilitating the administration of assessment measures including, but not limited to (and to the extent permitted by law), the distribution of emails, surveys and questionnaires for the Residents relative to the Services, provided that the Residents, in their sole discretion, shall elect to participate in any such assessment measures.

ARTICLE 8 - SECURITY INTEREST

- 8.1 Subject to receipt of the Project Fee, Modo agrees to grant to Developer a security interest in the Shared Vehicle 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 Vehicle 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 (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 During the Shared Vehicle Minimum Term, this Agreement may not be amended or terminated without the prior written consent of the of Engineering and Public Works of the Municipality.
- 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 the Shared Vehicle falls below Sustainable Usage Levels, and only after the Shared Vehicle Minimum Term has expired, Modo may exercise its right, in its sole discretion, to: (i) replace the Shared Vehicle with any vehicle of Modo's choice, or (ii) relocate the Shared Vehicle from the Shared Vehicle Parking Space, in each case so as to ensure that the terms of the Agreement are not oppressive to Modo or its members.
- 11.6 In the event of relocation of the Shared Vehicle pursuant to section 11.5, then the Shared Vehicle Parking Space will no longer need to be made available to Modo and sections 3.1 to 3.4 and 5.9 will cease to apply, and Modo will not be obligated hereunder to provide the Services or make the Shared Vehicle available for use of Residents, but, for greater certainty, the Partnership Membership will continue in effect. For the avoidance of doubt, in the event of a replacement of the Shared Vehicle pursuant to section 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, any of the parties may terminate this Agreement and in such case Modo will cancel the Subject Shares held by the Membership Holder, and the Membership Holder will not be entitled to a refund of the 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 Holder 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 or 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:
 - 4404 Wild Rose Dr, Regina, SK, S4V 3V6
 - Email: payamde@gmail.com
 - (b) Modo
 - 200 – 470 Granville Street, Vancouver, BC, V6C 1V5
 - Email: 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, the Developer may assign this Agreement to the Rental Owner without Modo's prior consent but on notice to Modo.

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 17.1 will survive the termination of the Agreement, which notice shall include the contact information of the parties to which the Agreement is being assigned

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 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.

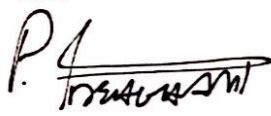
By Modo:

MODO CO-OPERATIVE, by its authorized signatory

By: 
Name: Karen New
Title: Director of Information Systems

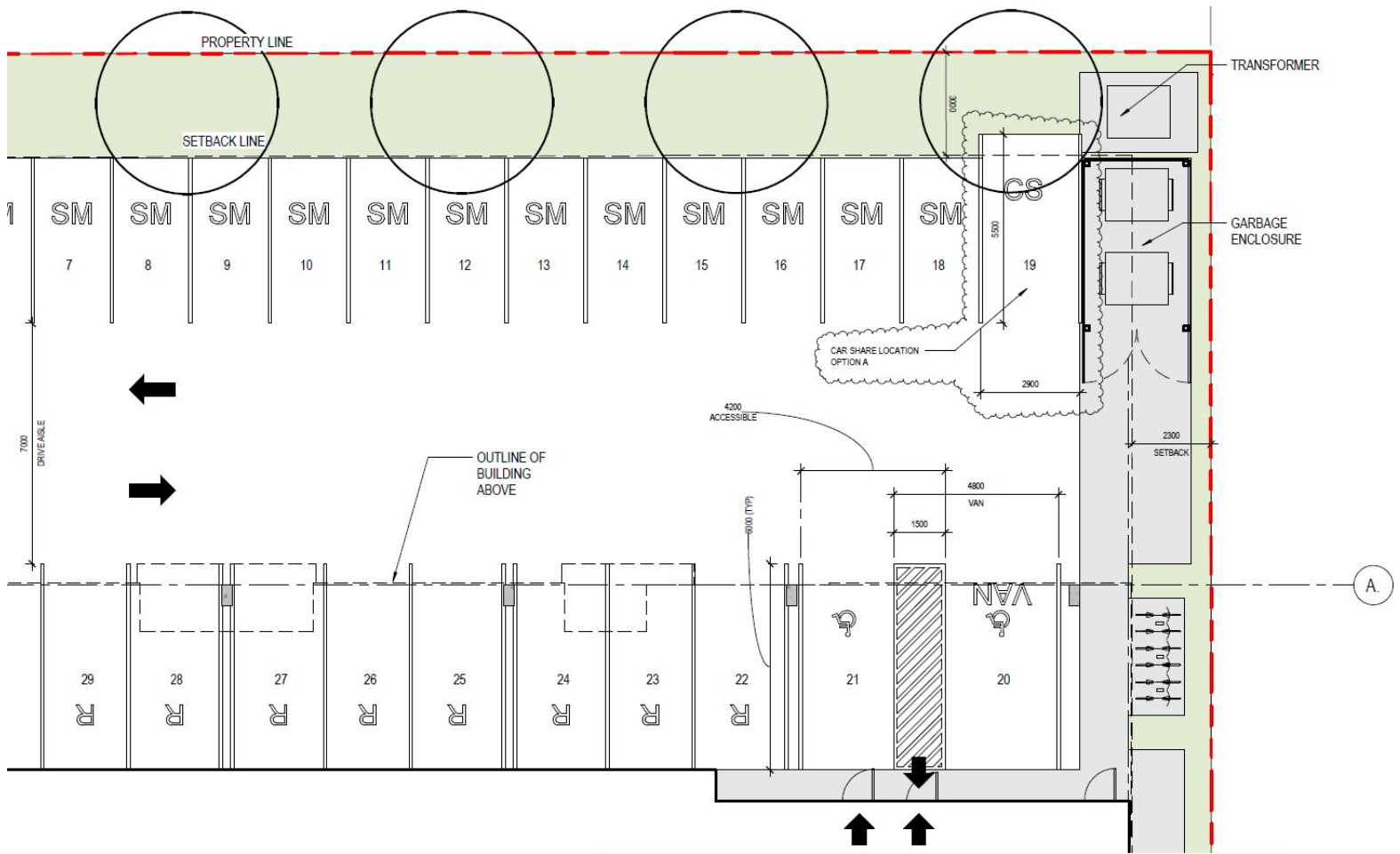
By Developer:

Payam & Sanaz Holdings Limited, by its authorized signatory

By: Payam Dehghani
Name: _____
Title: _____


**SCHEDULE A
SHARED VEHICLE PARKING SPACE**

[Insert plan showing location and dimensions of parking space]



SCHEDULE B

CONSTRUCTION STANDARDS FOR SHARED VEHICLE PARKING SPACE

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

1. General

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

2. Dimensions

The Shared Vehicle Parking Space dimensions shall be standardized:

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

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

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

3. Location

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

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

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

4. Access

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

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

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

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

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

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

5. Maneuverability

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

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

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

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

6. Signage

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

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

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

7. Lighting

The Shared Vehicle Parking Stall shall be illuminated to the satisfaction of the Director of Engineering and Public Works 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 Level 2 electric vehicle charging station connected to an electrical current of 240 Volts and with a minimum power of 30 Amps. The Level 2 electric vehicle charging station shall have (i) access control using RFID cards and (ii) networking/telematic functions to remotely monitor and collect utilization data.

SCHEDULE CD
PARTNERSHIP MEMBERSHIP RULES

1. The following terms have the following meanings:
 - (a) “**Development**” means the rental residential development known as _____ located at _____, British Columbia.;
 - (b) “**Membership Holder**” means Rental Owner;
 - (c) “**Modo**” means Modo Co-operative;
 - (d) “**Rental Owner**” means the owner of the Rental Development;
 - (e) “**Residents**” means, collectively, residents of the Development, and each such resident is referred to herein as a “**Resident**”;
2. The Membership Holder has assumed, or will assume, an agreement (the “**Co-operative Carsharing Agreement**”) with Modo whereby Modo has issued the Membership Holder membership shares (the “**Modo Shares**”) in Modo for the benefit of Residents, as set out in the Co-operative Carsharing Agreement, so Residents can benefit from Modo membership privileges without the need to themselves pay Modo membership fees.
3. 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 its 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 respective subsidiaries or any 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. 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 Development;
 - (b) The Resident, if a holder of a driver's licence issued outside of British Columbia, Canada, must prove current residency at the Development by providing Modo with a copy of a bill indicating the name of the Resident and the Resident's address within the Development; and
 - (c) The 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. The benefits of Modo membership may only be exercised by Residents who actually reside in a residential unit within the Development, and the benefits may not under any circumstances be assigned, transferred or sold by Residents. Residents who no longer reside in the Development lose the benefit of the Modo Shares owned by the Membership Holder.
 12. Every six (6) calendar months, Modo will provide the Rental Owner in writing with the name of each Partner User.

13. Within thirty (30) calendar days after receipt of this information, the Membership Holder will inform Modo in writing which Partner Users have ceased to be Residents, and unless otherwise advised, Modo will cancel the former Residents' beneficial interest in the Modo Shares owned by the Membership Holder.
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 Holder, but the Modo Shares remain at all times in the name of the Membership Holder.
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 Development, and if there is a decision to not rebuild the Development, then the Modo Shares and the purchase price therefor will be absolutely forfeited to Modo without right of compensation of any kind.

SCHEDULE C
SHARED VEHICLE DEPLOYMENT SEQUENCE

Shared Vehicle	Commencement of Shared Vehicle deployment	Conditions for deployment of the Shared Vehicle
Shared Vehicle #1	Within seven (7) days after the Commencement Date.	<ul style="list-style-type: none">• The Project Fee has been paid to Modo at least 60 days prior to the Commencement Date as per section 2.1 of this Agreement;• The Shared Vehicle Parking Space is accessible as per sections 3.1 and 3.2 of this Agreement; and• The EV Station is operational and accessible to Modo as per section 3.4 this Agreement.

**SCHEDULE E
SECURITY AGREEMENT**

BY:

MODCO CO-OPERATIVE

200 - 470 Granville Street,

Vancouver, B.C.

V6C 1V5

(the "**Grantor**")

IN FAVOUR OF:

(the "**Secured Party**")

WHEREAS:

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

Make/Model: _____

Vehicle Identification Number: _____

(the "**Shared Vehicle**"; and

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

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

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

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

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

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

IN WITNESS WHEREOF the Grantor has executed this Agreement on the ____ day of _____, ____.

MODO CO-OPERATIVE, by its authorized signatory

By: _____
Name:
Title: