

Development Permit & Development Variance Permit DP20-0122 DVP20-0123

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

1365 Belaire Ave and 1840-1850 Chandler St

and legally known as

LOT 21 DISTRICT LOT 137 OSOYOOS DIVISION YALE DISTRICT PLAN 10011

STRATA LOT 1 DISTRICT LOT 137 OSOYOOS DIVISION YALE DISTRICT STRATA PLAN K25 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1

STRATA LOT 2 DISTRICT LOT 137 OSOYOOS DIVISION YALE DISTRICT STRATA PLAN K25 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1

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

Multiple Dwelling Housing

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

Date of Council Decision August 23, 2022
Decision By: COUNCIL
Development Permit Area: Form and Character Development Permit Area
Existing Zone: RM6 – High Rise Apartment Housing
Future Land Use Designation: UC – Urban Centre

This is NOT a Building Permit.

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

NOTICE

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

Owner: 1291224 B.C. LTD., INC.NO. BC1291224
Applicant: Pacific West Architecture Inc.
Planner: K. Brunet

Terry Barton
Community Planning Department Manager
Planning & Development Services

Date

1. SCOPE OF APPROVAL

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

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

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

2. CONDITIONS OF APPROVAL

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

AND THAT variances to the following sections of Zoning Bylaw No. 8000 be granted:

Section 13.12.6(b): RM6 – High Rise Apartment Housing Development Regulations

To vary the required maximum site coverage for principal buildings, accessory structures, and parking areas and driveways from 50% permitted to 61% proposed.

Section 13.12.6(e): RM6 – High Rise Apartment Housing Development Regulations

To vary the required minimum flanking side yard (north) from 6.0 m permitted to 4.3 m proposed.

Section 13.12.6(e): RM6 – High Rise Apartment Housing Development Regulations

To vary the required minimum flanking side yard (south) from 6.0 m permitted to 4.0 m proposed.

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

3. PERFORMANCE SECURITY

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

- a) An Irrevocable Letter of Credit **OR** certified cheque in the amount of **\$75,886.88**

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

5. INDEMNIFICATION

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

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

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

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

DRAFT

SCHEDULE A

This forms part of application
DP20-0122 DVP20-0123

Planner Initials **KB**



INJOY APARTMENT

CIVIC ADDRESS: 1365 BELAIRE AVE. & 1840,1850 CHANDLER ST. KELOWNA, BC

LEGAL DESCRIPTION:
 PLAN KAS25 LOT 1 DISTRICT LOT 137 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN O
 PLAN KAP10011 LOT 21 DISTRICT LOT 137 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN O



pacific west architecture

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DRAWING INDEX

- A 1.01 COVER PAGE
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- A 5.02 SECTIONS
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- A 6.02 3D VIEWS

CONSULTANTS

ARCHITECT

PACIFIC WEST ARCHITECTURE Inc.
1200 West 73rd Ave(Airport Square)
Suite 940, Vancouver B.C. V6P 6G5
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Email: info@pwaarchitecture.com

SURVEYOR

LAND SURVEYING & GEOMATICS LTD.
404-1630 PANDOSY ST
KELOWNA, BC. V1Y 1P7
Tel: (250)-763-3115

LANDSCAPE ARCHITECT

OUTLAND DESIGN
LANDSCAPE ARCHITECTURE
303-590 KLO ROAD
KELOWNA, BC V1Y 7S2
TEL: (250)-868-9270

CIVIL ENGINEER

APLIN & MARTIN CONSULTANTS LTD.
1258 Ellis Street, Kelowna, BC, V1Y 1Z4
Office: 250- 448-0157 x1294



REVISIONS
1

ISSUES	DATE
8	
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4	REISSUED FOR DP APPLICATION MAY 5, 2021
3	REISSUED FOR OCP AMENDMENT AND REZONING APPLICATION OCT 28, 2020
2	ISSUED FOR OCP AMENDMENT AND REZONING APPLICATION MAY 7, 2020
1	ISSUED FOR REVIEW APRIL 2020

PROJECT NUMBER	
DRAWN BY	WW
CHECKED BY	PY
DATE CHECKED	
CONSULTANT	

PROJECT

1365 BELAIRE AVE. & 1840, 1850 CHANDLER ST
KELOWNA, BC

DRAWING TITLE

COVER PAGE

DRAWING No.

A 1.01



1 CONTEXT PLAN
N.T.S

SUBJECT PROPERTY



SCHEDULE A

This forms part of application
DP20-0122 DVP20-0123

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Zoning Analysis Table		
ZONING	Existing : 1365 Belaire Ave (RU6) 1840,1850 Chandler St (RU6)	Proposed: RM6
CRITERIA	RM-6 ZONE REQUIREMENTS	PROPOSED
Development Regulations		
Lot Area	1700 M2	2612.7 m2 (28,123 SF)
Lot Depth	30.0 m	57. 3m
Lot Width	35 m	39.4m
Height	55.0 m/ 16 Storeys	6 Storeys
Front Yard (EAST)	6.0 m	6.0 m
Side Yard (NORTH)	4.5m	4.3 m
Side Yard (NORTH)	4.5m	4.0 m
Rear Yard (WEST)	9.0 m	9.0 m
Site coverage (Principal Building, Parking area, Driveways)	50%	Building footprint: 15,904 sf Driveway: 1,303 sf Total: 17,207 sf (61%)
FAR	1.5+0.2(All parking space are screened from view)	1.70
Parking Regulations		
Minimum Parking Requirements	0.9 per bachelor, 1.0 per 1-bedroom, 1.25 per 2-bedroom, 1.25 per 3-bedroom, Visitor 0.14 per Unit Total Required=104.9	104.9 required 101 provided 3.9 parking stalls will be in exchange for carshares
Ratio of Parking Stalls	Full size at 50% Min	50
	Small size at 50% Max	50
Minimum Drive Aisle Width	7.0 m	7.0 m
Other Regulations		
Loading	N/A	N/A
Minimum Bicycle Parking Requirements	Long Term: 0.75 per 2 bedroom or less dwelling units (Total :68 parking stalls) Short Term: 6 per entrance, plus for buildings with greater than 70 units: 1 space for every additional 5 units (Total: 14 parking stalls)	Long Term: 71 Short Term: 14
Private Open Space	7m ² per Bachelor x 63 = 441m ² 12 m ² per 1BR x 22 = 264m ² 18 m ² Per 2BR unit x 12 = 216m ² Total 921 m ² (9913 SQ.FT)	1459.0 m ² (15,708 SF)
Landscape Buffer	2.0m to adjacent properties	2.0 m (West)



2 VIEW FROM SOUTHEAST
N.T.S



3 VIEW FROM NORTHEAST
N.T.S



4 VIEW FROM NORTHWEST
N.T.S



5 VIEW FROM SOUTHWEST
N.T.S

Unit Breakdown

Unit	Unit type	No. of Unit	Unit Area (ft. ²)	Total Area (ft. ²)
Unit A	Micro Suite	12	312	3744
Unit B	Bachelor	30	448	13440
Unit C1	1 Bedroom	5	589	2945
Unit C2	1 Bedroom	15	611	9165
Unit C3	1 Bedroom	4	650	2600
Unit D1	2 Bedroom	5	622	3110
Unit D2	2 Bedroom	5	579	2895
Unit D3	2 Bedroom	1	573	573
Unit D4	2 Bedroom	1	624	624
Unit D5	2 Bedroom	5	703	3515
Unit D6	2 Bedroom	5	703	3515
Unit E1	3 Bedroom	1	852	852
Unit E2	3 Bedroom	1	818	818
Visitor				
Sub-Total		90		47796



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2022-07-15

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PROJECT

1365 BELAIRE AVE. &
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DRAWING TITLE

**CONTEXT PLAN
AND STATISTICS**

DRAWING No.

A 1.02

SCHEDULE B
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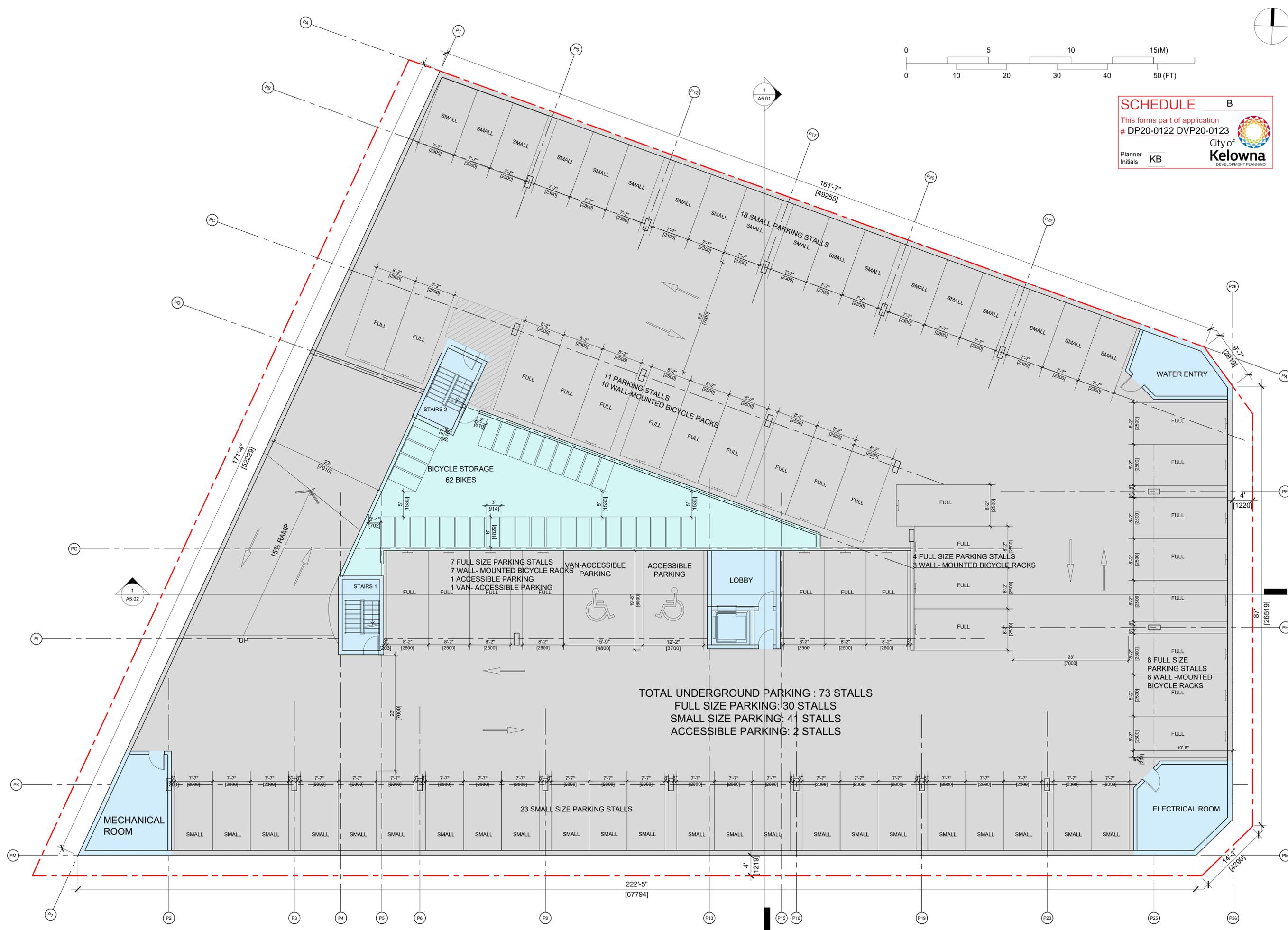
1365 BELAIRE AVE. &
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DRAWING TITLE

UNDERGROUND PARKING FLOOR PLAN

DRAWING No.

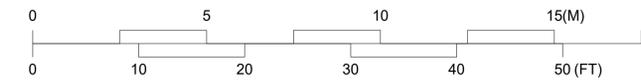
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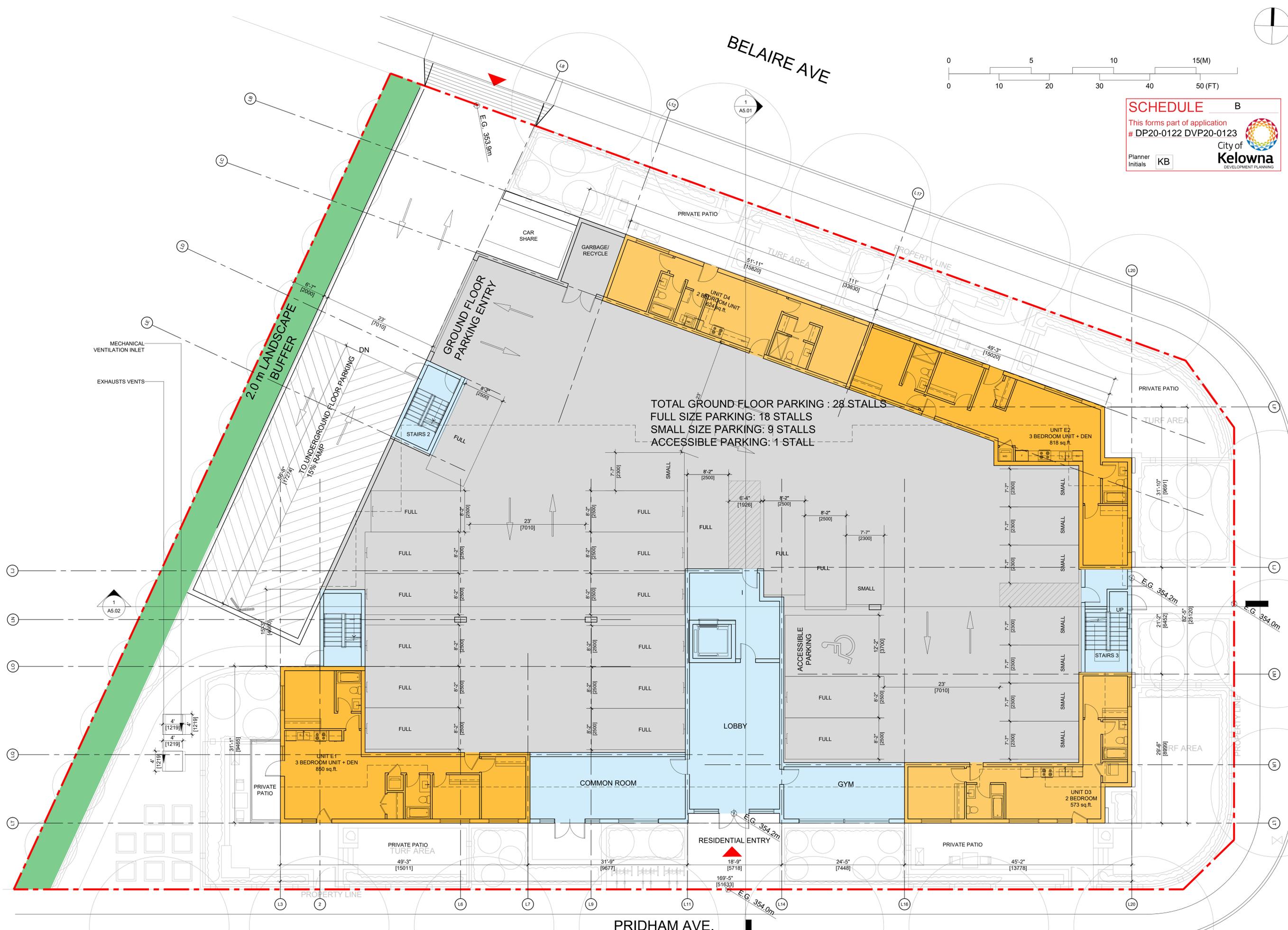
1 UNDERGROUND PARKING - FLOOR PLAN
Scale: 1/8" = 1'-0"



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TOTAL GROUND FLOOR PARKING : 28 STALLS
FULL SIZE PARKING: 18 STALLS
SMALL SIZE PARKING: 9 STALLS
ACCESSIBLE PARKING: 1 STALL

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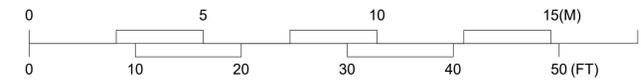
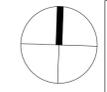
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**GROUND LEVEL-
FLOOR PLAN**

DRAWING No.

A2.02

1 GROUND LEVEL -FLOOR PLAN
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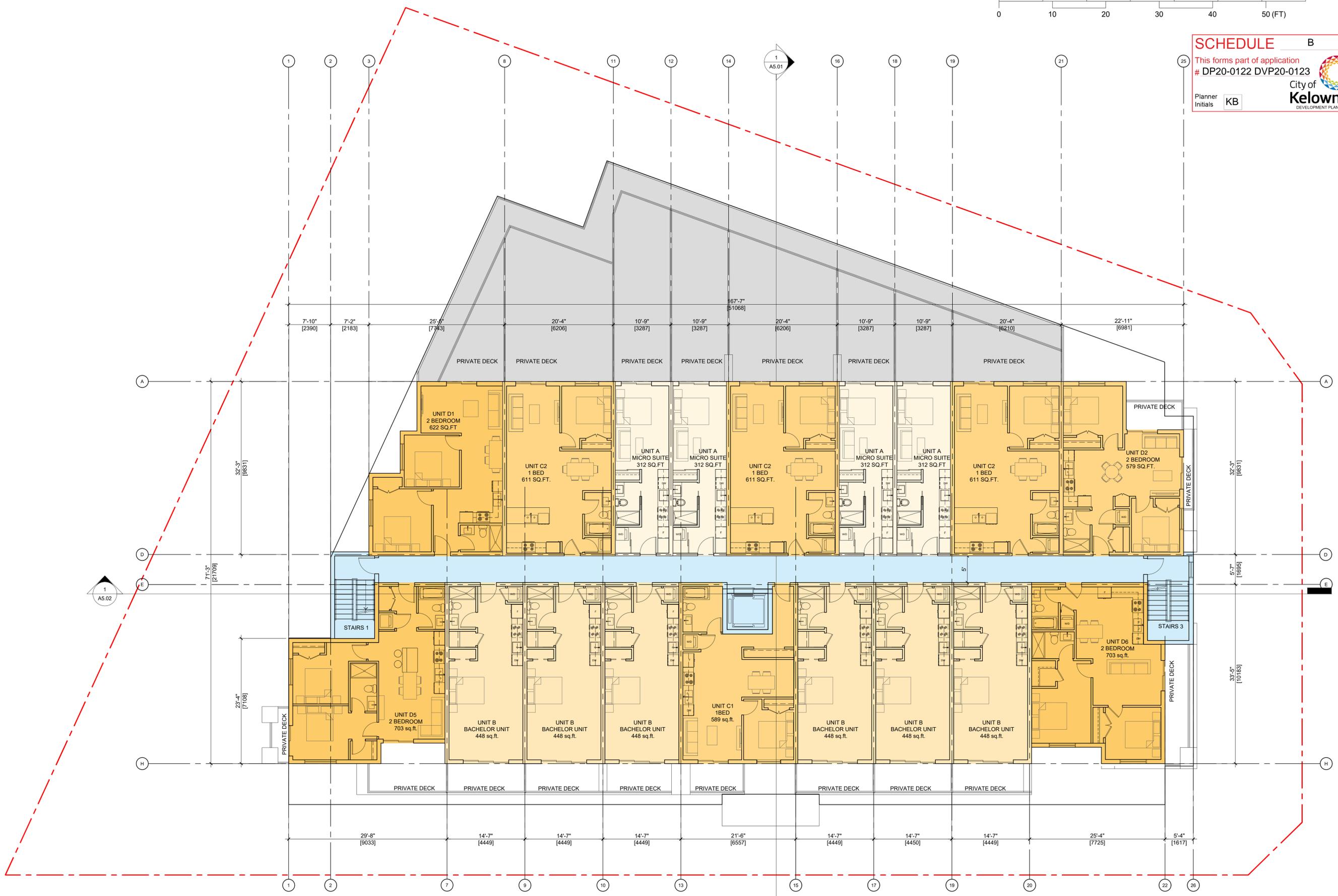
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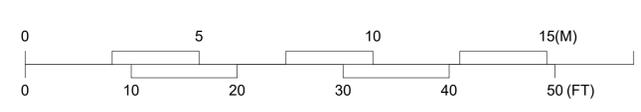
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- FLOOR PLAN**

DRAWING No.

A2.03



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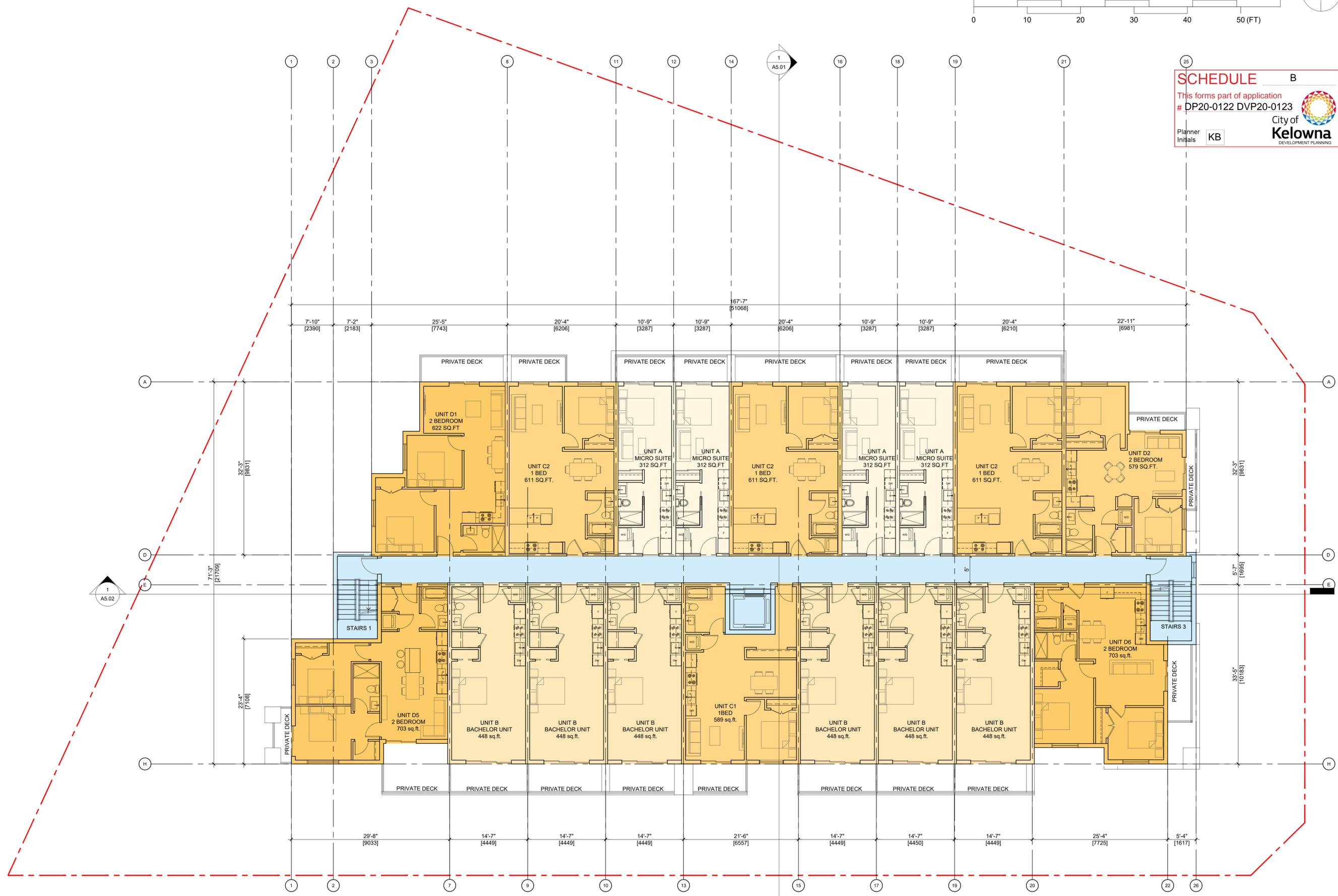


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PROJECT
**1365 BELAIRE AVE. & 1840, 1850 CHANDLER ST
KELOWNA, BC**

DRAWING TITLE
**3RD- 4TH LEVEL
- FLOOR PLAN**

DRAWING No.
A2.04

1 LEVEL 3-4 FLOOR PLAN
Scale: 1/8"= 1'-0"



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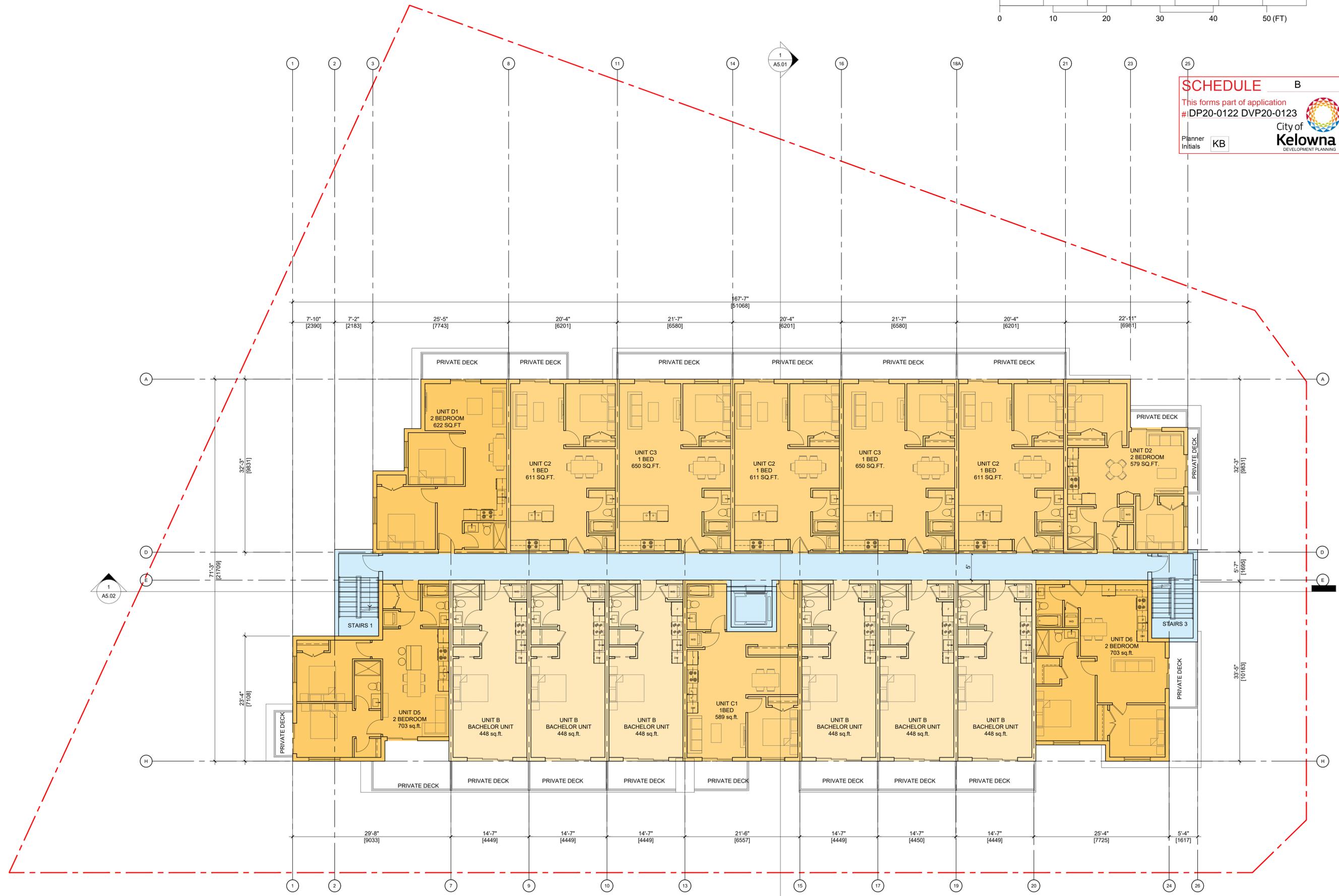
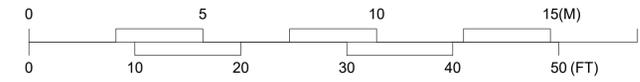
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PROJECT
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KELOWNA, BC**

DRAWING TITLE
**5TH & 6TH LEVEL
- FLOOR PLAN**

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A2.05



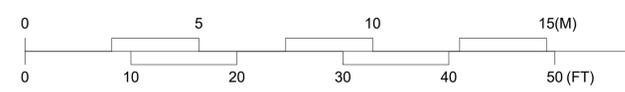
1 LEVEL 5 - 6 FLOOR PLAN
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west
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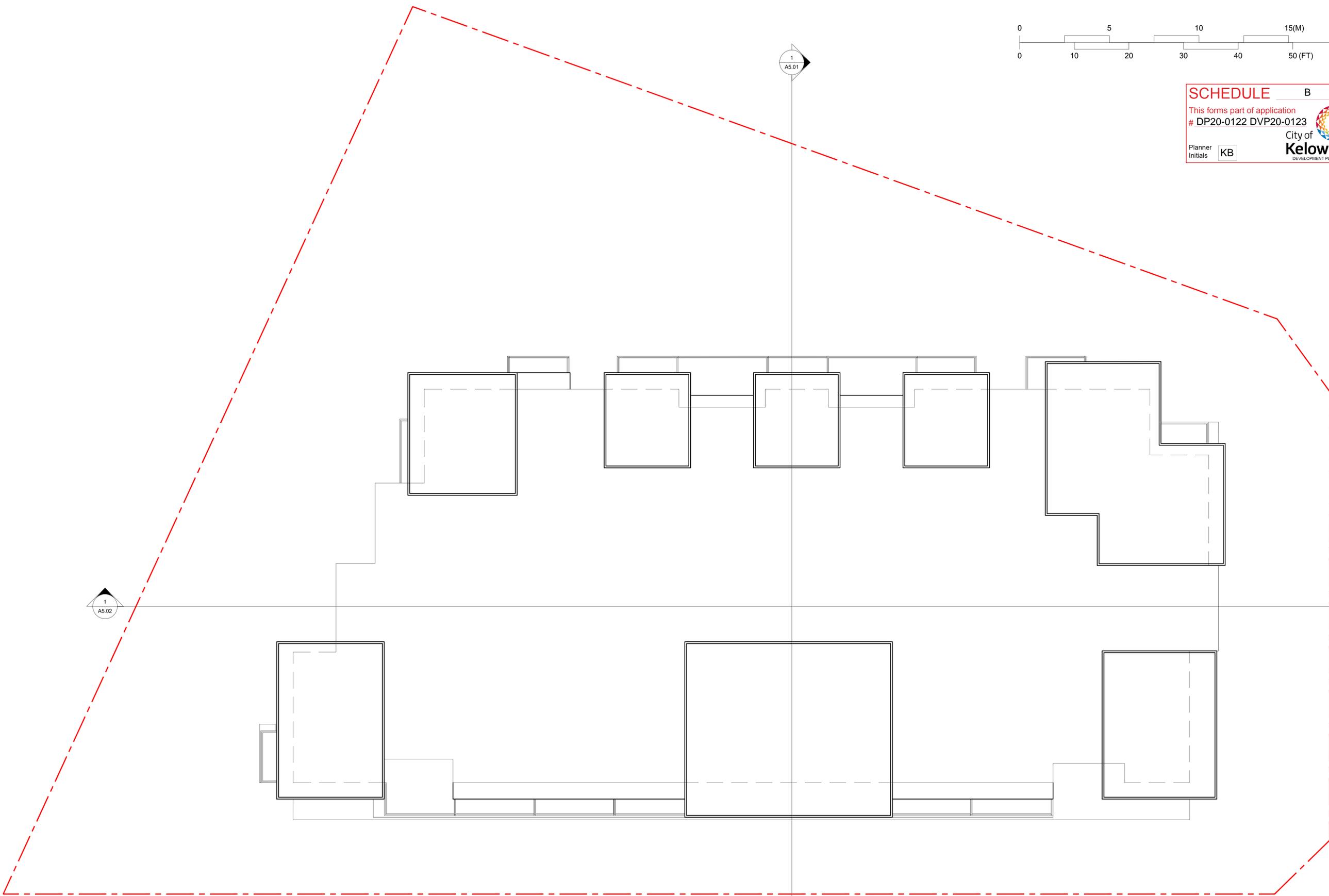
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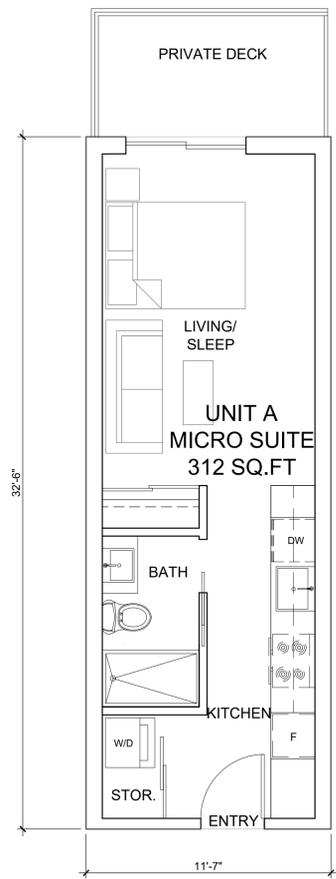
PROJECT
1365 BELAIRE AVE. &
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KELOWNA, BC

DRAWING TITLE
ROOF PLAN

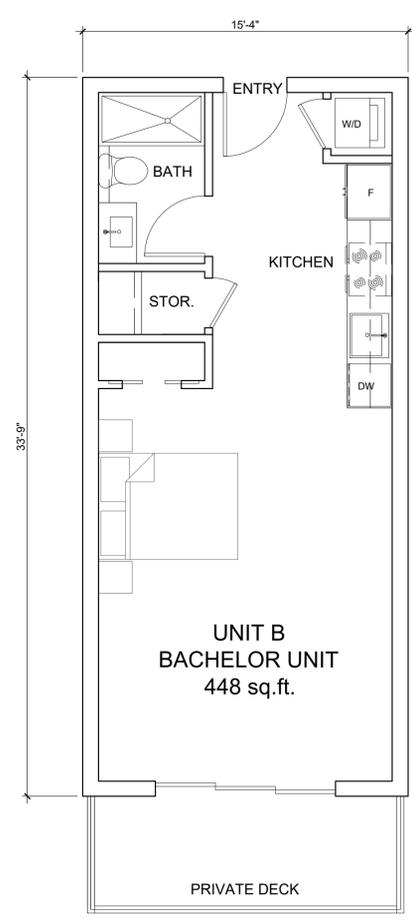
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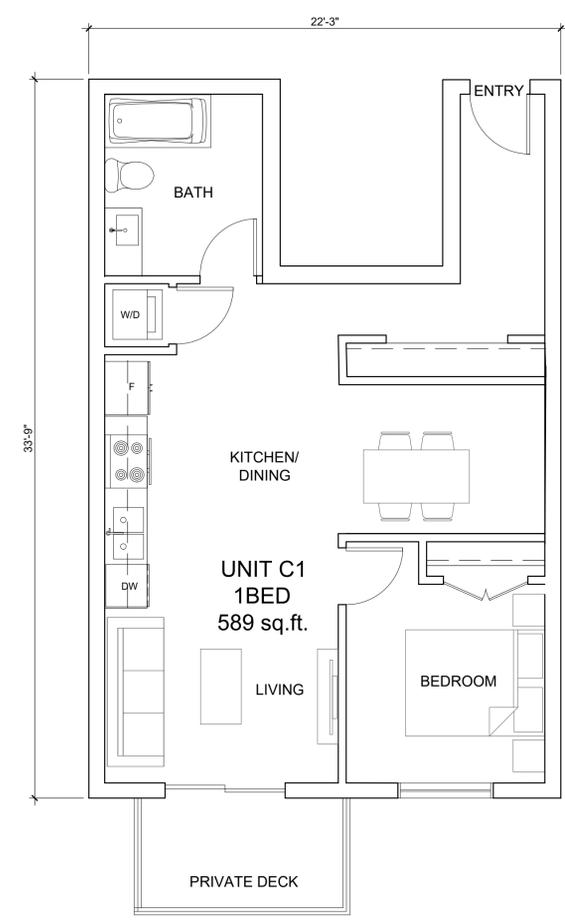
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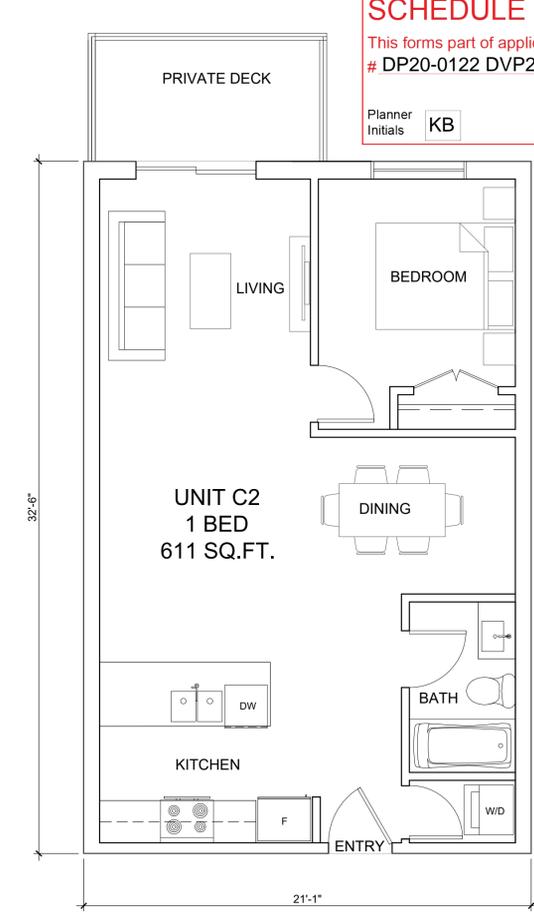
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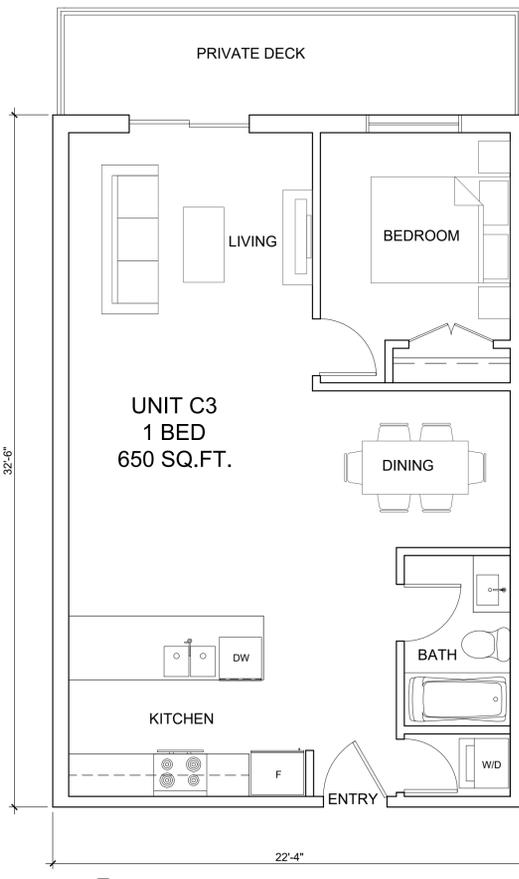
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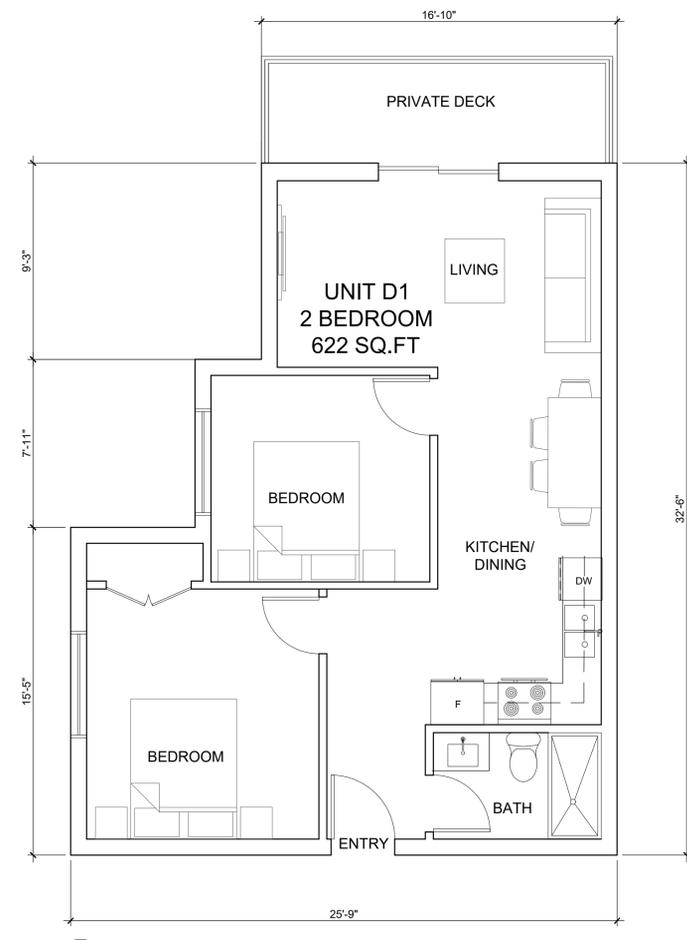
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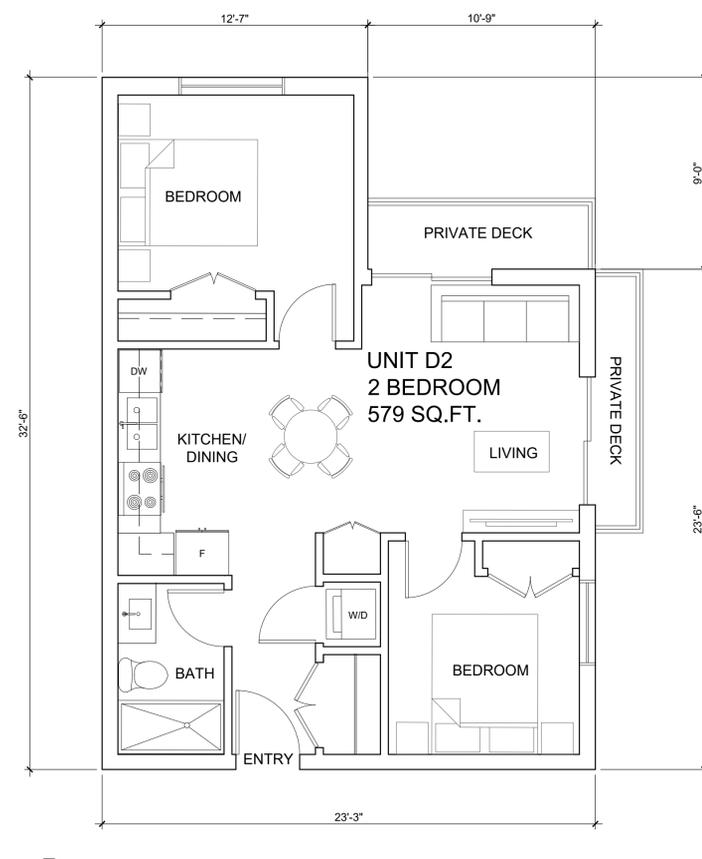
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5 UNIT C3 FLOOR PLAN
Scale: 1/4"= 1'-0"



6 UNIT D1 FLOOR PLAN
Scale: 1/4"= 1'-0"



7 UNIT D2 FLOOR PLAN
Scale: 1/4"= 1'-0"

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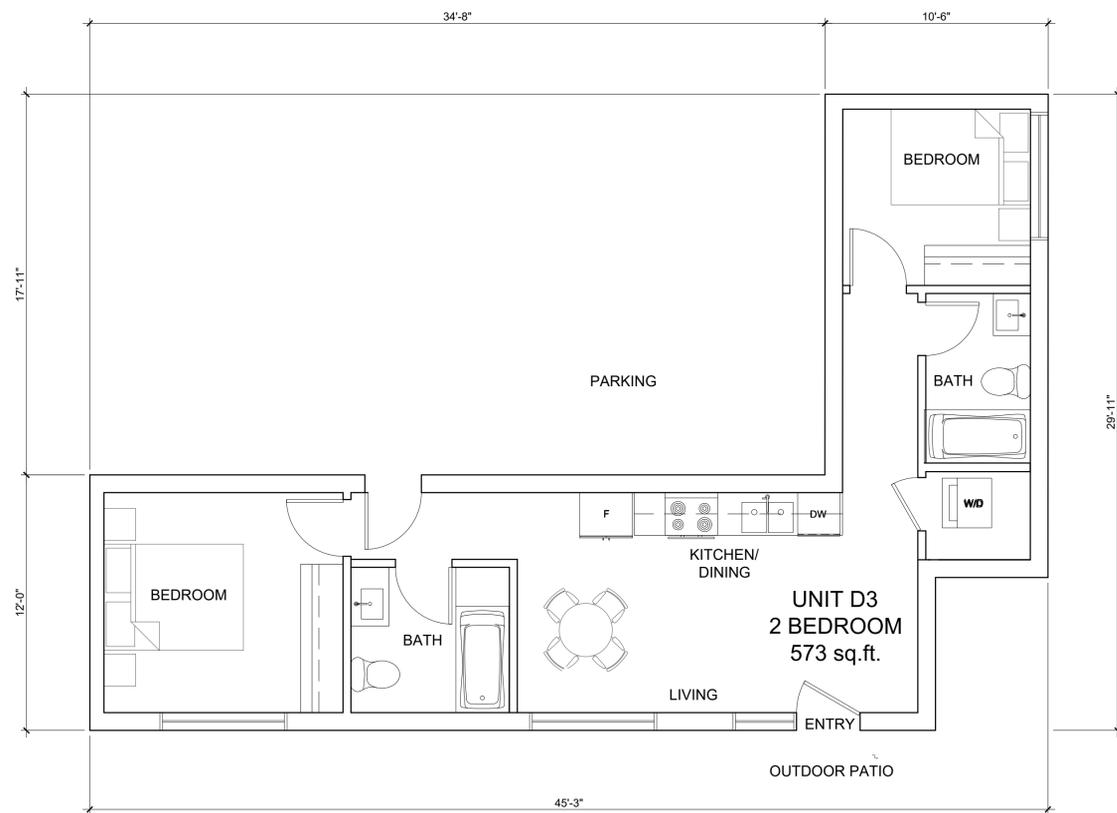
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**1365 BELAIRE AVE. & 1840, 1850 CHANDLER ST
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DRAWING TITLE
UNIT PLAN

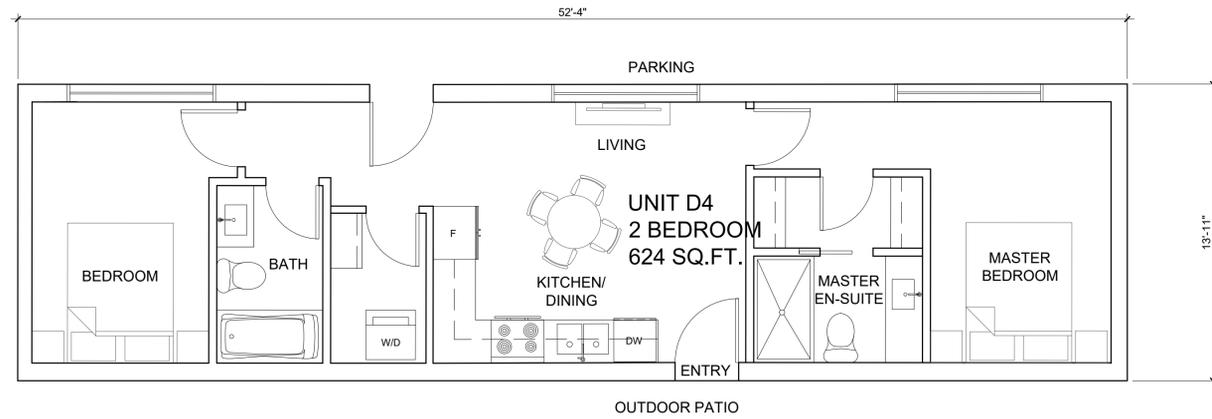
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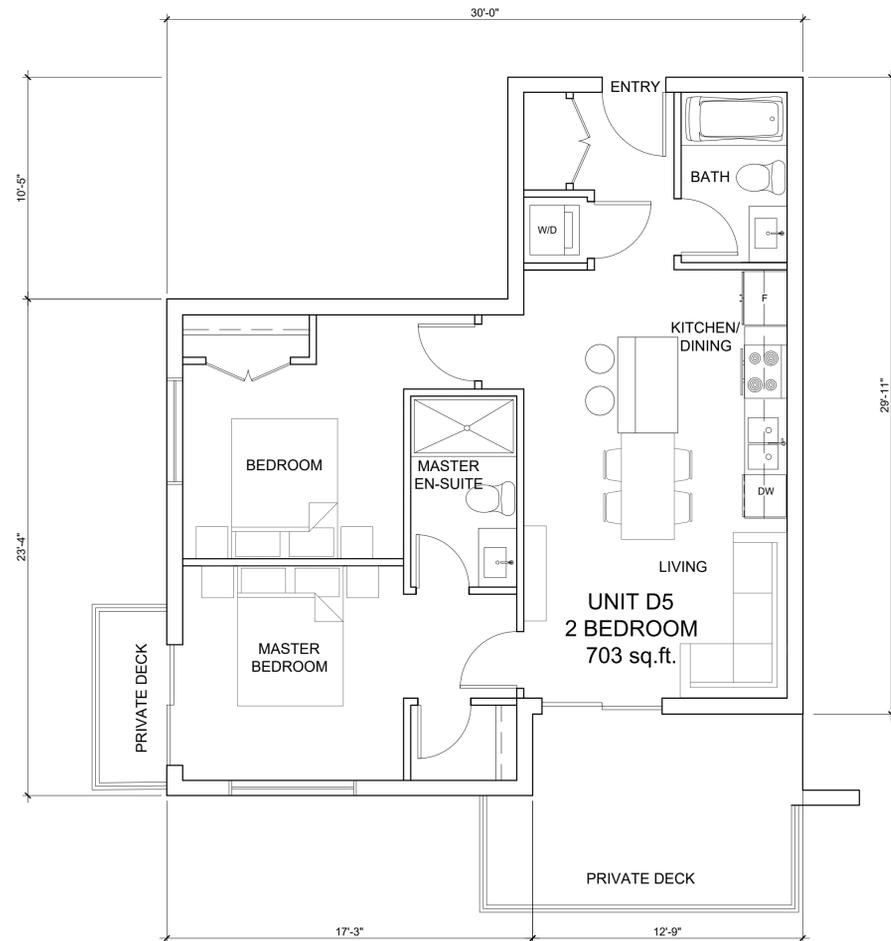
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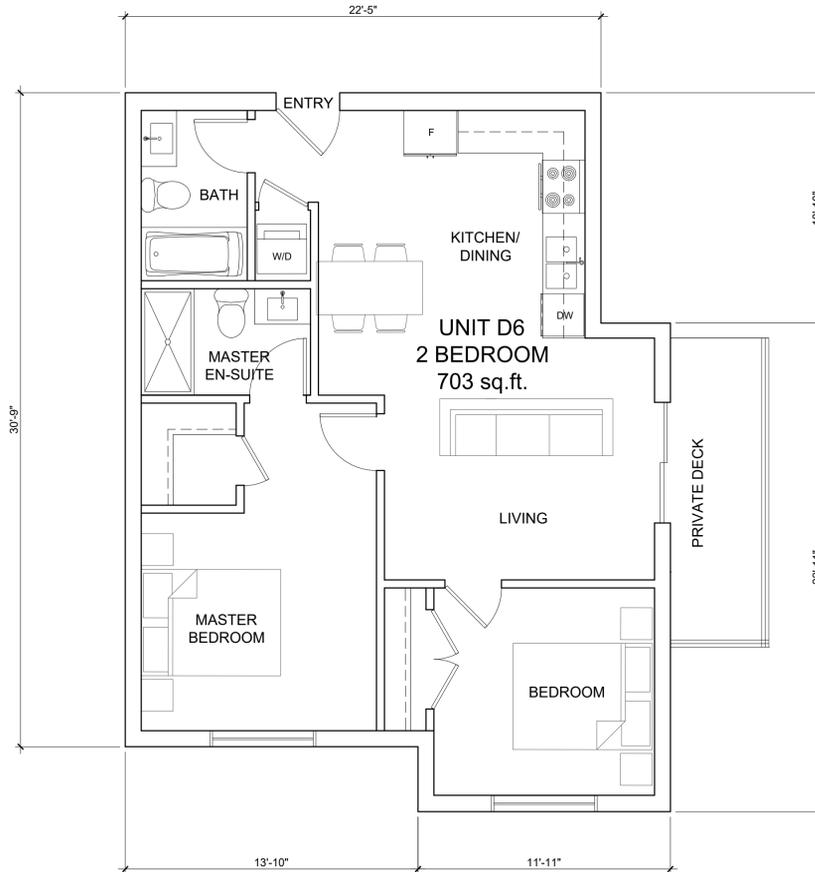
1 UNIT D3 FLOOR PLAN
 Scale: 1/4"= 1'-0"



2 UNIT D4 FLOOR PLAN
 Scale: 1/4"= 1'-0"



3 UNIT D5 FLOOR PLAN
 Scale: 1/4"= 1'-0"



4 UNIT D6 FLOOR PLAN
 Scale: 1/4"= 1'-0"

REVISIONS

NO.	DESCRIPTION	DATE
1		
8		
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4	REISSUED FOR DP APPLICATION	MAY 5, 2021
3	REISSUED FOR OCP AMENDMENT AND REZONING APPLICATION	OCT 28, 2020
2	ISSUED FOR OCP AMENDMENT AND REZONING APPLICATION	MAY 7, 2020
1	ISSUED FOR REVIEW	APRIL 2020

PROJECT NUMBER

DRAWN BY WW

CHECKED BY PY

DATE CHECKED

CONSULTANT

PROJECT

1365 BELAIRE AVE. &
 1840, 1850 CHANDLER ST
 KELOWNA, BC

DRAWING TITLE

UNIT PLAN

DRAWING No.

A3.02



pacific west architecture

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2022-07-15

REVISIONS

ISSUES	DATE
8	
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4	REISSUED FOR DP APPLICATION MAY 5, 2021
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PROJECT NUMBER

DRAWN BY WW

CHECKED BY PY

DATE CHECKED

CONSULTANT

PROJECT

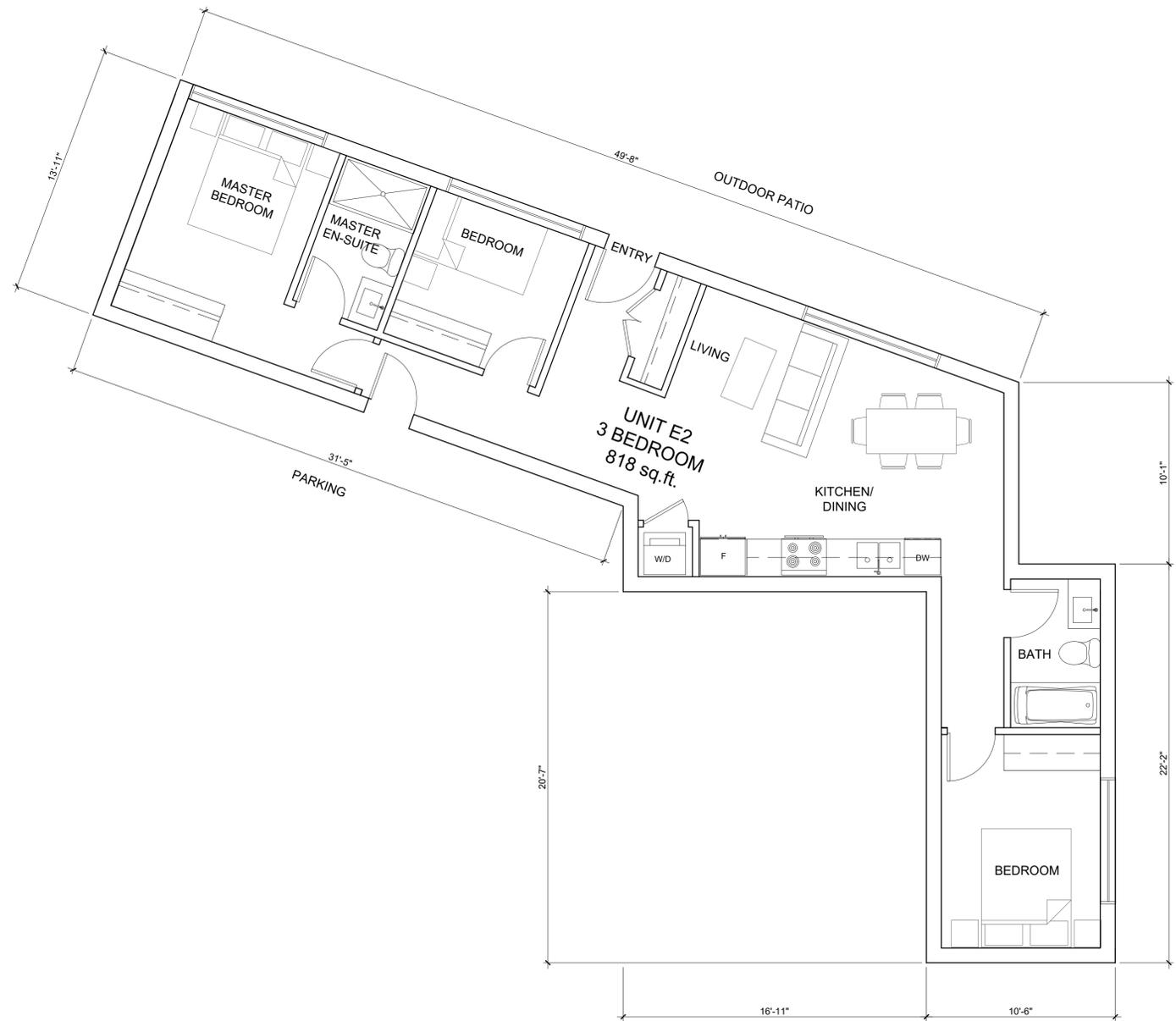
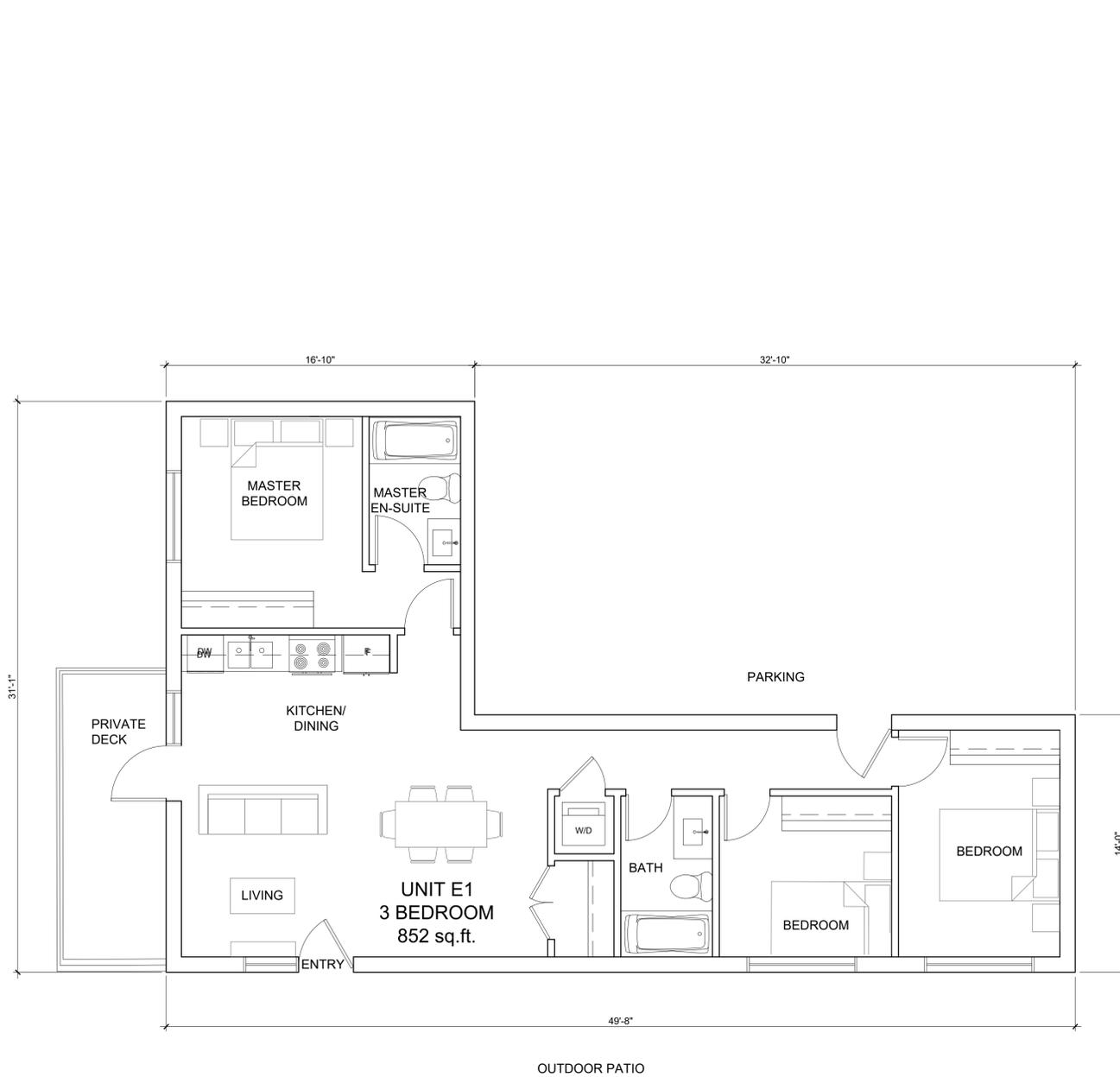
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DRAWING TITLE

UNIT PLAN

DRAWING No.

A3.03



1 UNIT E1 FLOOR PLAN
 Scale: 1/4"= 1'-0"

2 UNIT E2 FLOOR PLAN
 Scale: 1/4"= 1'-0"



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PROJECT

1365 BELAIRE AVE. &
1840, 1850 CHANDLER ST
KELOWNA, BC

DRAWING TITLE

ELEVATIONS

DRAWING No.

A4.01



1 SOUTH ELEVATION

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



2 EAST ELEVATION

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

MATERIAL LIST

- 1 HARDIE PANEL - COLOUR: 'DARK GREY'
- 2 HARDIE PANEL - COLOUR: 'LIGHT GREY'
- 3 HARDIE PANEL - COLOUR: 'WHITE'
- 4 HARDIE PANEL - COLOUR: 'WOOD COLOR'
- 5 LONG BOARD - COLOUR: NATURAL WOOD
- 6 EXTERIOR ENTRY DOOR
- 7 SMOOTH PANEL OVERHEAD GARAGE DOOR
- 8 METAL EXIT DOOR
- 9 ALUMINUM GUARDRAIL WITH CLEAR GLASS PANEL (STOCKED BLACK)
- 10 VINYL WINDOWS AND DOORS (DARK GREY)

SCHEDULE B
This forms part of application
DP20-0122 DVP20-0123
Planner Initials **KB**
City of Kelowna
DEVELOPMENT PLANNING



1 WEST ELEVATION
Scale: 1/8"= 1'-0"

MATERIAL LIST	
1	HARDIE PANEL - COLOUR: 'DARK GREY'
2	HARDIE PANEL - COLOUR: 'LIGHT GREY'
3	HARDIE PANEL - COLOUR: 'WHITE'
4	HARDIE PANEL - COLOUR: 'WOOD COLOR'
5	LONG BOARD - COLOUR: NATURAL WOOD
6	EXTERIOR ENTRY DOOR
7	SMOOTH PANEL OVERHEAD GARAGE DOOR
8	METAL EXIT DOOR
9	ALUMINUM GUARDRAIL WITH CLEAR GLASS PANEL (STOCKED BLACK)
10	VINYL WINDOWS AND DOORS (DARK GREY)

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REVISIONS	
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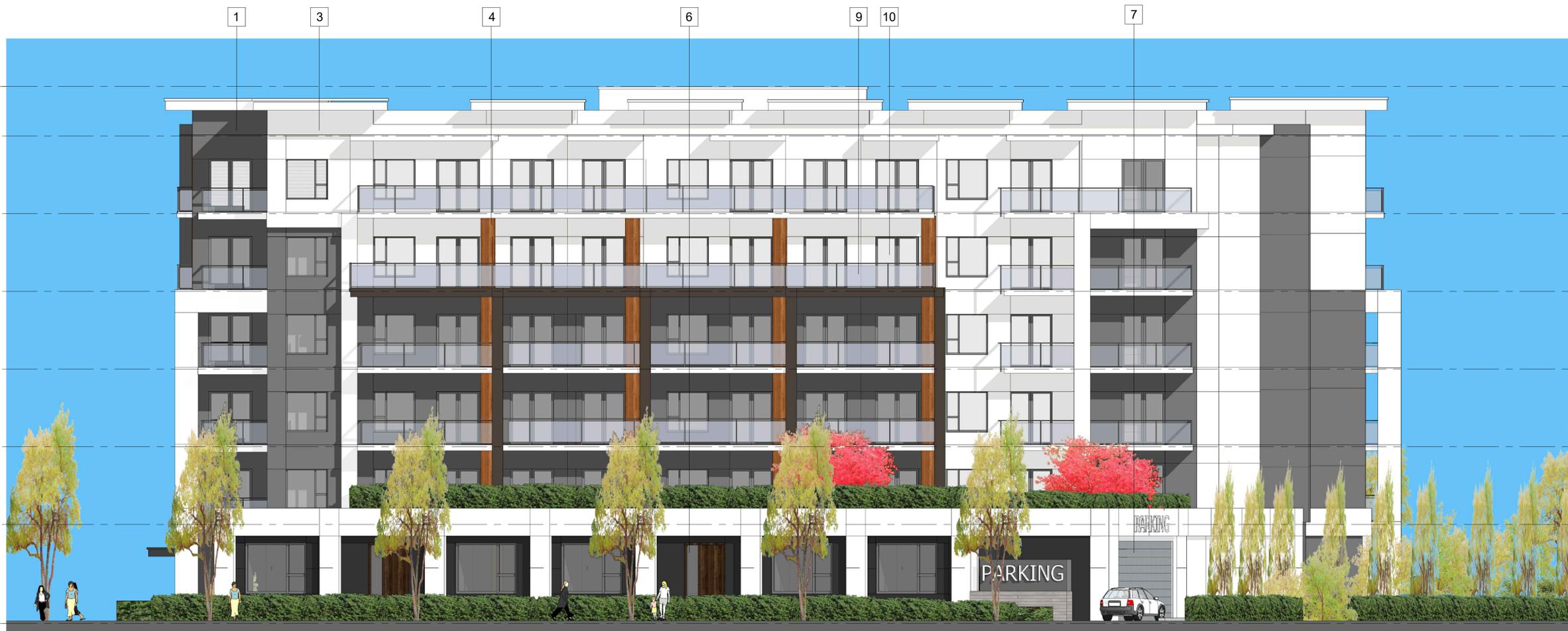
ISSUES	DATE
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3	REISSUED FOR OCP AMENDMENT AND REZONING APPLICATION OCT 28, 2020
2	ISSUED FOR OCP AMENDMENT AND REZONING APPLICATION MAY 7, 2020
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DATE CHECKED	
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PROJECT
**1365 BELAIRE AVE. & 1840, 1850 CHANDLER ST
KELOWNA, BC**

DRAWING TITLE
ELEVATIONS

DRAWING No.
A4.02

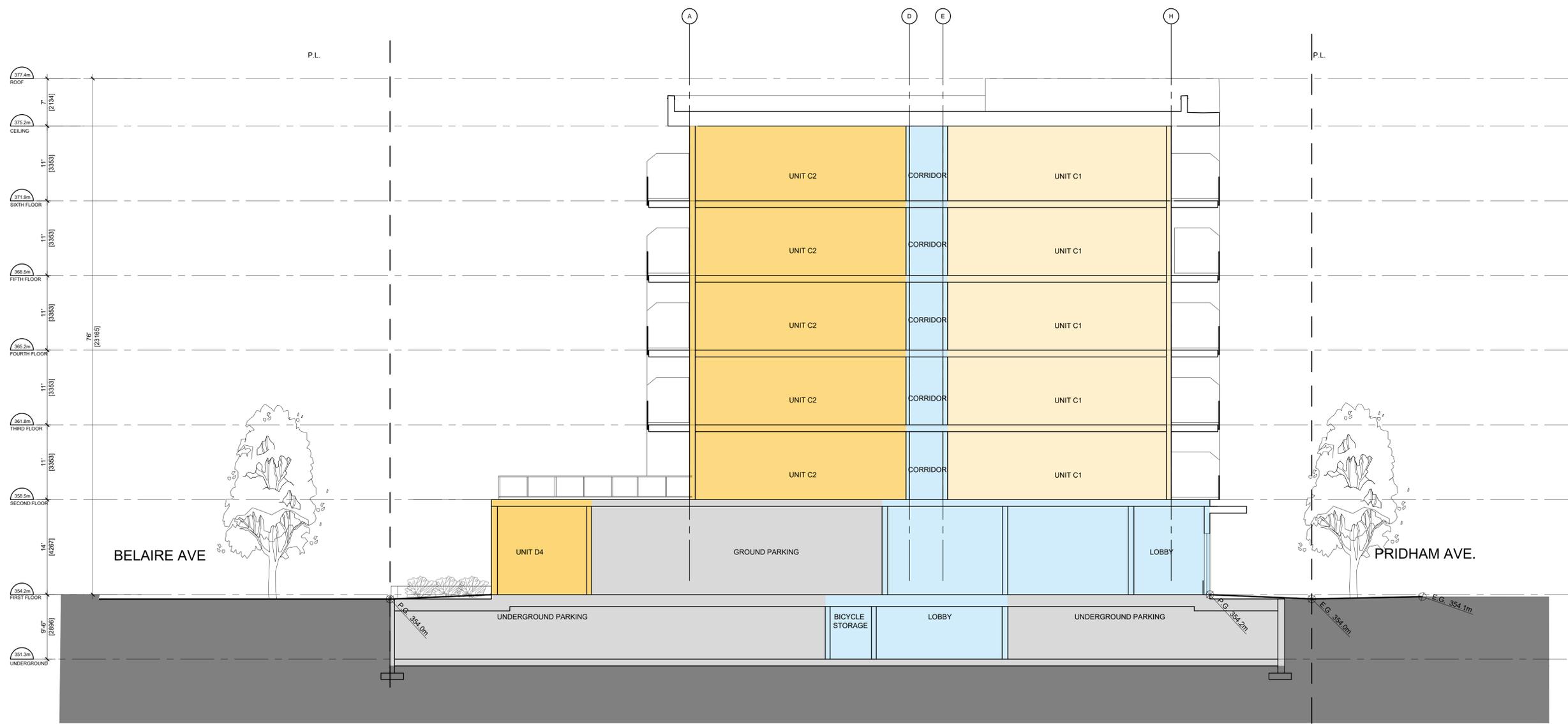


2 NORTH ELEVATION
Scale: 1/8"= 1'-0"



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ISSUES	DATE
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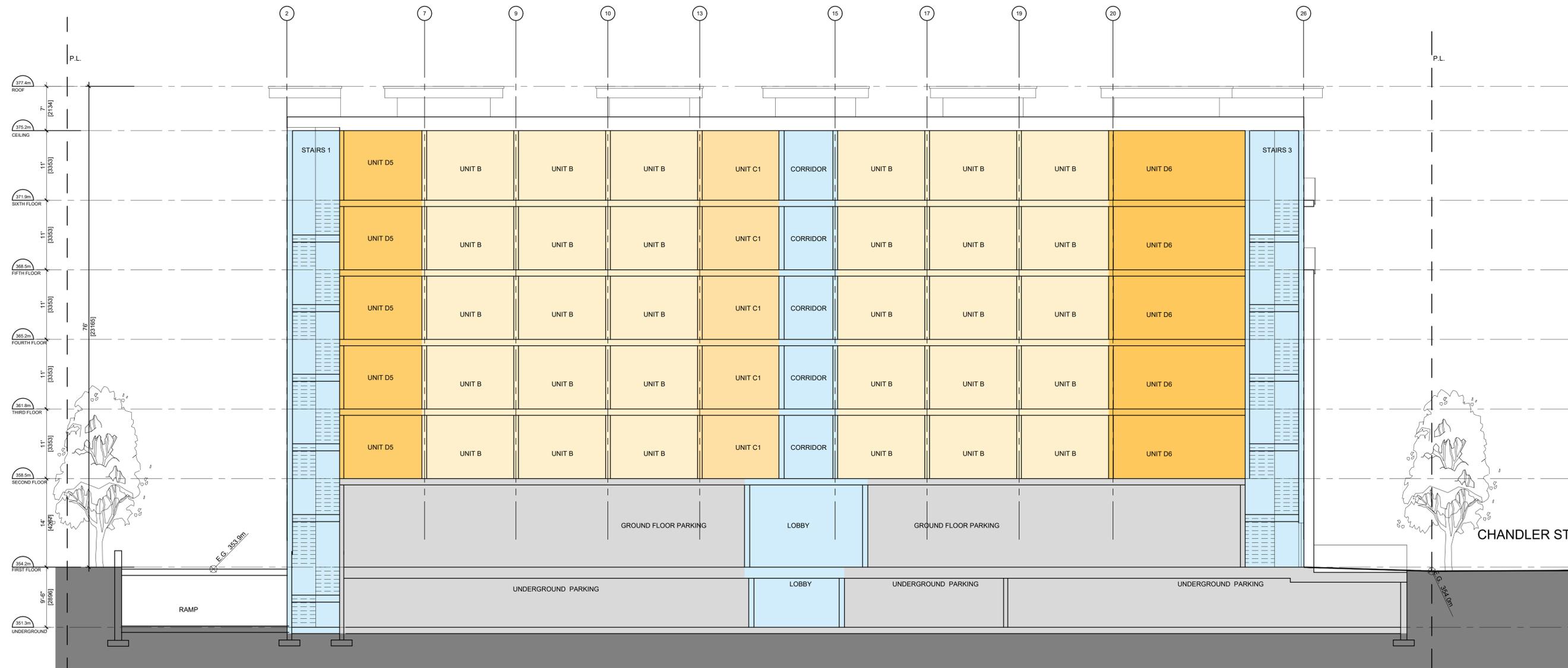
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PROJECT NUMBER	
DRAWN BY	WW
CHECKED BY	PY
DATE CHECKED	
CONSULTANT	

PROJECT
**1365 BELAIRE AVE. &
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DRAWING TITLE
SECTIONS

DRAWING No.
A5.01



1 SECTION 2
 Scale: 1/8" = 1'-0"

REVISIONS

ISSUES	DATE
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PROJECT

1365 BELAIRE AVE. &
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SECTIONS

DRAWING No.

A5.02



1 RENDERING SOUTH VIEW
N.T.S.



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1	ISSUED FOR REVIEW APRIL 2020

PROJECT NUMBER

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CHECKED BY PY

DATE CHECKED

CONSULTANT

PROJECT
**1365 BELAIRE AVE. &
1840, 1850 CHANDLER ST
KELOWNA, BC**

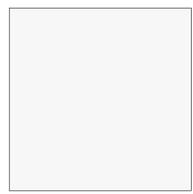
SCHEDULE B
This forms part of application
DP20-0122 DVP20-0123
City of Kelowna
DEVELOPMENT PLANNING
Planner Initials KB

DRAWING TITLE
MATERIALS

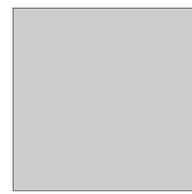
DRAWING No.
A6.01



HARDIE PANEL
WOOD COLOR



HARDIE PANEL -
WHITE



HARDIE PANEL -
LIGHT GREY



HARDIE PANEL -
DARK GREY



LONG BOARD -
WOOD



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PROJECT NUMBER

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PROJECT

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DRAWING TITLE

3D VIEWS

DRAWING No.

A6.02

1 3D VIEWS
N.T.S.

SCHEDULE B
This forms part of application
DP20-0122 DVP20-0123
Planner Initials KB
City of Kelowna
DEVELOPMENT PLANNING



SCHEDULE C

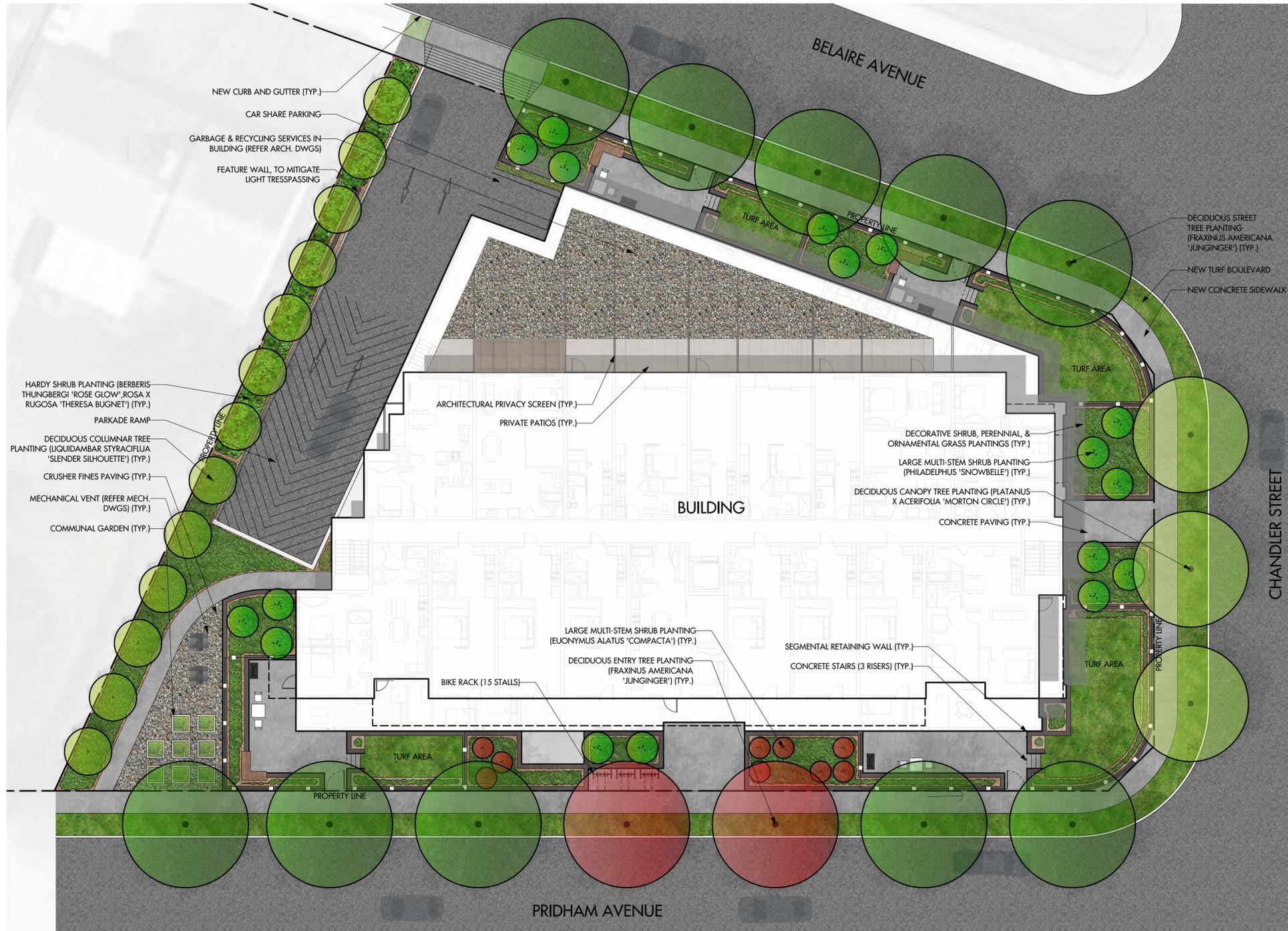
This forms part of application
DP20-0122 DVP20-0123

Planner Initials **KB**

City of **Kelowna**
DEVELOPMENT PLANNING

OUTLAND DESIGN
LANDSCAPE ARCHITECTURE

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



PROJECT TITLE

INJOY APARTMENTS
1365 Belair, 1840 &
1850 Chandler Street
Kelowna, BC

DRAWING TITLE

CONCEPTUAL LANDSCAPE PLAN

ISSUED FOR / REVISION

1	20.07.16	Review
2	20.10.20	Review
3	20.10.23	Review
4	21.04.28	Review
5		

PROJECT NO: 20068

DESIGN BY: FB

DRAWN BY: WC/NG

CHECKED BY: FB

DATE: APR. 28, 2021

SCALE: 1:100

PAGE SIZE: 24x36

SEAL



DRAWING NUMBER

L1/2

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- NOTES**
1. PLANT MATERIAL AND CONSTRUCTION METHODS SHALL MEET OR EXCEED THE CANADIAN NURSERY LANDSCAPE ASSOCIATION STANDARDS.
 2. ALL OFFSITE LANDSCAPE WORKS TO MEET CITY OF KELOWNA BYLAW 7900 STANDARDS.
 3. ALL SOFT LANDSCAPE AREAS SHALL BE WATERED BY A FULLY AUTOMATIC TIMED UNDERGROUND IRRIGATION SYSTEM.
 4. TREE AND SHRUB BEDS TO BE DRESSED IN A MINIMUM 75mm OGOGROW OR GLENGROW MULCH AS SHOWN IN PLANS. DO NOT PLACE WEED MAT UNDERNEATH TREE AND SHRUB BEDS IN WOOD MULCH AREAS.
 5. TREE & SHRUB BEDS TO RECEIVE A MINIMUM 300mm DEPTH TOPSOIL PLACEMENT.
 6. TURF AREAS FROM SOD SHALL BE NO. 1 GRADE GROWN FROM CERTIFIED SEED OR 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.
 7. 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			
FRAXINUS AMERICANA 'JUNGINGER'	AUTUMN PURPLE ASH	12	6cm CAL.
LIQUIDAMBAR STYRACIFLUA 'SLENDER SILHOUETTE'	SLENDER SILHOUETTE SWEETGUM	13	6cm CAL.
PLATANUS X ACERIFOLIA 'MORTON CIRCLE'	EXCLAMATION PLANETREE	3	6cm CAL.
SHRUBS			
BERBERIS THUNGBERGI 'ROSE GLOW'	ROSE GLOW BARBERRY	46	#02 CONT. /1.0M O.C. SPACING
EUONYMUS ALATUS 'COMPACTA'	DWARF BURNING BUSH	9	#05 CONT. /1.0M O.C. SPACING
PHILADELPHUS 'SNOWBELLE'	SNOWBELLE MOCKORANGE	17	#05 CONT. /2.5M O.C. SPACING
ROSA X RUGOSA 'THERESA BUGNET'	THERESE BUGNET ROSE	20	#02 CONT. /1.5M O.C. SPACING
TAXUS X MEDIA 'HICKSI'	HICK'S YEW	46	#02 CONT. /1.0M O.C. SPACING
PERENNIALS & GRASSES			
GERANIUM SANGUINEUM	GERANIUM SANGUINEUM	51	#01 CONT. /1.0M O.C. SPACING
PARTHENOCISSUS QUINQUEFOLIA	ENGLEMANN IVY	51	#01 CONT. /1.0M O.C. SPACING
PENNISETUM ORIENTALE 'KARLEY ROSE'	KARLEY ROSE FOUNTAIN GRASS	51	#01 CONT. /1.0M O.C. SPACING



SCHEDULE C

This forms part of application
DP20-0122 DVP20-0123

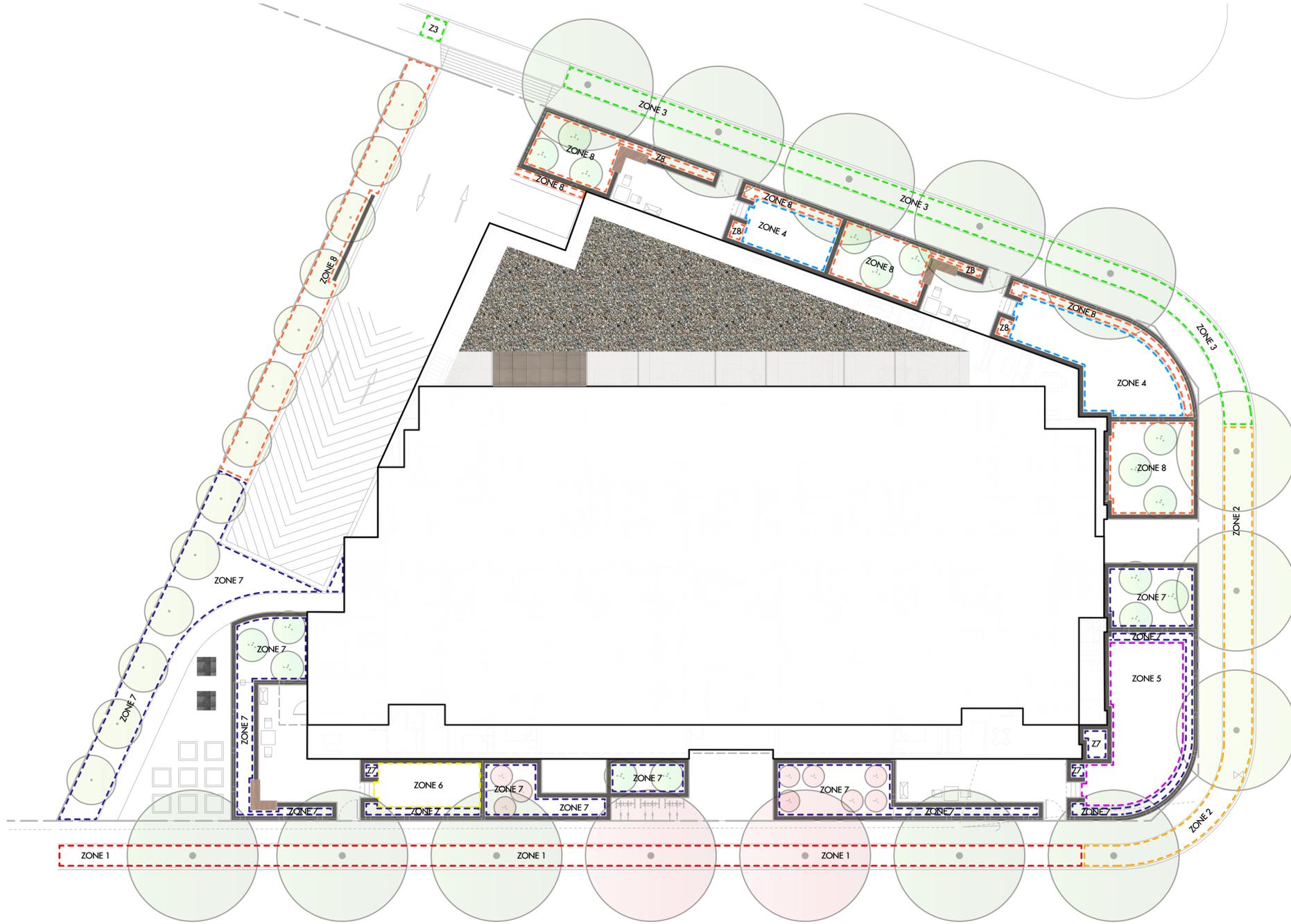
City of Kelowna
DEVELOPMENT PLANNING

Planner Initials **KB**



OUTLAND DESIGN
LANDSCAPE ARCHITECTURE

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PROJECT TITLE

INJOY APARTMENTS
1365 Belair, 1840 &
1850 Chandler Street
Kelowna, BC

DRAWING TITLE

WATER CONSERVATION PLAN

ISSUED FOR / REVISION

NO.	DATE	REVISION
1	20.07.16	Review
2	20.10.20	Review
3	20.10.23	Review
4	21.04.28	Review
5		

PROJECT NO.	20068
DESIGN BY	FB
DRAWN BY	WC/NG
CHECKED BY	FB
DATE	APR. 28, 2021
SCALE	1:100
PAGE SIZE	24x36

SEAL



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L2/2

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IRRIGATION LEGEND

- ZONE #1:** LOW VOLUME POP-UP SPRAYHEADS FOR TURF AREAS
TOTAL AREA: 100 sq.m.
MICROCLIMATE: SOUTH EXPOSURE, PARTIALLY SHADED BY TREES
ESTIMATED ANNUAL WATER USE: 143 cu.m.
- ZONE #2:** LOW VOLUME POP-UP SPRAYHEADS FOR TURF AREAS
TOTAL AREA: 64 sq.m.
MICROCLIMATE: SOUTHEAST EXPOSURE, PARTIALLY SHADED BY TREES
ESTIMATED ANNUAL WATER USE: 91 cu.m.
- ZONE #3:** LOW VOLUME POP-UP SPRAYHEADS FOR TURF AREAS
TOTAL AREA: 79 sq.m.
MICROCLIMATE: EAST EXPOSURE, PARTIALLY SHADED BY TREES
ESTIMATED ANNUAL WATER USE: 113 cu.m.
- ZONE #4:** LOW VOLUME POP-UP SPRAYHEADS FOR TURF AREAS
TOTAL AREA: 63 sq.m.
MICROCLIMATE: EAST EXPOSURE, PARTIALLY SHADED BY TREES & BUILDING
ESTIMATED ANNUAL WATER USE: 90 cu.m.
- ZONE #5:** LOW VOLUME POP-UP SPRAYHEADS FOR TURF AREAS
TOTAL AREA: 52 sq.m.
MICROCLIMATE: SOUTHEAST EXPOSURE, PARTIALLY SHADED BY TREES & BUILDING
ESTIMATED ANNUAL WATER USE: 74 cu.m.
- ZONE #6:** LOW VOLUME POP-UP SPRAYHEADS FOR TURF AREAS
TOTAL AREA: 19 sq.m.
MICROCLIMATE: SOUTHEAST EXPOSURE, PARTIALLY SHADED BY TREES & BUILDING
ESTIMATED ANNUAL WATER USE: 27 cu.m.
- ZONE #7:** HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS
TOTAL AREA: 207 sq.m.
MICROCLIMATE: SOUTH EXPOSURE, PARTIALLY SHADED BY TREES
ESTIMATED ANNUAL WATER USE: 115 cu.m.
- ZONE #8:** HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS
TOTAL AREA: 154 sq.m.
MICROCLIMATE: WEST EXPOSURE, PARTIALLY SHADED BY TREES & BUILDING
ESTIMATED ANNUAL WATER USE: 86 cu.m.

IRRIGATION NOTES

1. 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).
2. THE IRRIGATION SYSTEM SHALL MEET THE REQUIREMENTS, REGULATIONS, AND BYLAWS OF THE WATER PURVEYOR.
3. 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.
4. 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.
5. DRIP LINE AND EMITTERS SHALL INCORPORATE TECHNOLOGY TO LIMIT ROOT INTRUSION.
6. IRRIGATION SLEEVES SHALL BE INSTALLED TO ROUTE IRRIGATION LINES UNDER HARD SURFACES AND FEATURES.
7. IRRIGATION PIPE SHALL BE SIZED TO ALLOW FOR A MAXIMUM FLOW OF 1.5m /SEC.
8. 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.

WATER CONSERVATION CALCULATIONS

LANDSCAPE MAXIMUM WATER BUDGET (WB) = 776 cu.m. / year
ESTIMATED LANDSCAPE WATER USE (WU) = 739 cu.m. / year
WATER BALANCE = 37 cu.m. / year
*REFER ATTACHED IRRIGATION APPLICATION FOR DETAILED CALCULATIONS

FORM & CHARACTER – DEVELOPMENT PERMIT GUIDELINES

Chapter 2 - The Design Foundations: apply to all projects and provide the overarching principles for supporting creativity, innovation and design excellence in Kelowna.

- Facilitate Active Mobility
- Use Placemaking to Strengthen Neighbourhood Identity
- Create Lively and Attractive Streets & Public Spaces
- Design Buildings to the Human Scale
- Strive for Design Excellence

The General Residential and Mixed Use Guidelines: provide the key guidelines that all residential and mixed use projects should strive to achieve to support the Design Foundations.

- The General Guidelines are supplement by typology-specific guidelines (e.g., Townhouses & Infill on page 18-19, High-Rise Residential and Mixed-Use on page 18-42), which provide additional guidance about form and character.

Chapter 2 - Design Foundations

Apply To All Projects

Page 18-8

Section 2.1 - General Residential and Mixed Use Design Guidelines

Page 18-9

Section 2.2 - Achieving High Performance

Page 18-17

Chapter 3
Townhouses & Infill

Page 18-19

Chapter 4
Low & Mid-Rise
Residential &
Mixed Use

Page 18-34

Chapter 5
High-Rise
Residential &
Mixed Use

Page 18-42

*Note: Refer to the Design Foundations and the Guidelines associated with the specific building typology.

FORM & CHARACTER - DEVELOPMENT PERMIT GUIDELINES

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

RATE PROPOSALS COMPLIANCE TO PERTINENT GUIDELINE <i>(1 is least complying & 5 is highly complying)</i>	N/A	1	2	3	4	5
CHAPTER 4.0: LOW & MID-RISE RESIDENTIAL & MIXED USE						
4.1 Guidelines						
4.1.1 Relationship to the Street						
Lobby area and main building entrance is clearly visible from the fronting street and sidewalk.					✓	
Wherever possible, blank walls at grade are not encouraged.					✓	
Enclosed parking garages are located away from street frontages or public open space.						✓
Ground oriented units with entries or glazing have been provided to avoid the blank/dead frontage along the street.						✓
When unavoidable, blank walls have been screened with landscaping or have been incorporated with a patio/café or special materials have been provided to make them visually interesting.				✓		
Residential and Mixed-use Buildings						
Residential buildings at the ground floor have a set back between 3-5 m from the property line to create a semi-private entry or transition zone to individual units and to allow for an elevated front entryway or raised patio.					✓	
A maximum 1.2 m desired height (e.g., 5-6 steps) for front entryways has been provided. Where the water table requires this to be higher, in these cases, larger patio has been provided and parking has been screened with ramps, stairs, and landscaping.						✓
Ground floor units accessible from the fronting street or public open spaces have been provided with individual entrances.						✓
Buildings are sited and oriented so that windows and balconies are overlooking public streets, parks, walkways, and shared amenity spaces while minimizing views into private residences.						✓
4.1.2 Scale and Massing						
Proposed residential building façade has a length of 60 m (40 m length is preferred).						✓
Buildings over 40 m in length are incorporating significant horizontal and vertical breaks in façade.						✓
Commercial building facades are incorporating significant break at approximately 35 m intervals.	✓					
Proposed residential building has a maximum width of 24 m.				✓		
4.1.3 Site Planning						
On sloping sites, building floor levels are following the natural grade and avoiding the blank wall situation.	✓					



Planner Initials: KB

RATE PROPOSALS COMPLIANCE TO PERTINENT GUIDELINE <i>(1 is least complying & 5 is highly complying)</i>	N/A	1	2	3	4	5
Buildings are sited to be parallel to the street and have a distinct front-to-back orientation to public street and open spaces and to rear yards, parking, and/or interior courtyards.					✓	
Building sides that are interfacing with streets, mid-block connections, and other open spaces (building fronts) are positively framing and activating streets and open spaces and supporting pedestrian activity.					✓	
Larger buildings are broken up with mid-block connections which have public accessibility wherever possible.		✓				
Ground floors adjacent to mid block connections have entrances and windows facing the mid block connection.	✓					
4.1.4 Site Servicing, Access, and Parking						
Vehicular access is provided from the lane.		✓				
Where there is no lane, and where the re-introduction of a lane is difficult or not possible, access is provided from the street, provided: <ul style="list-style-type: none"> • Access is from a secondary street, where possible, or from the long face of the block; • Impacts on pedestrians and the streetscape is minimized; and, • There is no more than one curb cut per property. 					✓	
Above grade structure parking should only be provided in instances where the site or high water table does not allow for other parking forms.				✓		
When parking cannot be located underground due to the high water table and is to be provided above ground, screen the parking structure from public view as follows: <ul style="list-style-type: none"> • On portions of the building that front a retail or main street, line the above ground parking with active retail frontage; • On portions of the building that front onto non-retail streets, line the above ground parking with an active residential frontage, such as ground oriented townhouse units; • When active frontages are not able to be accommodated, screen parking structures by using architectural or landscaped screening elements; • On corner sites, screen the parking structure from public view on both fronting streets using the appropriate strategy listed above. 					✓	
Buildings with ground floor residential may integrate half-storey underground parking to a maximum of 1.2 m above grade, with the following considerations: <ul style="list-style-type: none"> • Semi-private spaces should be located above to soften the edge and be at a comfortable distance from street activity; and • Where conditions such as the high water table do not allow for this condition, up to 2 m is permitted, provided that entryways, stairs, landscaped terraces, and patios are integrated and that blank walls and barriers to accessibility are minimized. 	✓					

4.1.5 Publicly Accessible and Private Open Spaces						
Publicly accessible private spaces (e.g., private courtyards accessible and available to the public) have been integrated with public open areas to create seamless, contiguous spaces.		✓				
Semi-private open spaces have been located to maximize sunlight penetration, minimize noise disruptions, and minimize 'overlook' from adjacent units.					✓	
Outdoor Amenity Areas: design plazas and parks to: <ul style="list-style-type: none"> Contain 'three edges' (e.g., building frontage on three sides) where possible and be sized to accommodate a variety of activities; Be animated with active uses at the ground level; and, Be located in sunny, south facing areas. 					✓	
Internal courtyard design provides: <ul style="list-style-type: none"> amenities such as play areas, barbecues, and outdoor seating where appropriate. a balance of hardscape and softscape areas to meet the specific needs of surrounding residents and/or users. 		✓				
Mid-block connections design includes active frontages, seating, and landscaping.	✓					
Rooftop Amenity Spaces						
Shared rooftop amenity spaces (such as outdoor recreation space and rooftop gardens on the top of a parkade) are designed to be accessible to residents and to ensure a balance of amenity and privacy by: <ul style="list-style-type: none"> Limiting sight lines from overlooking residential units to outdoor amenity space areas through the use of pergolas or covered areas where privacy is desired; and Controlling sight lines from the outdoor amenity space into adjacent or nearby residential units. 		✓				
Reduce the heat island effect by including plants or designing a green roof, with the following considerations: <ul style="list-style-type: none"> Secure trees and tall shrubs to the roof deck; and Ensure soil depths and types are appropriate for proposed plants and ensure drainage is accommodated. 		✓				

4.1.6 Building Articulation, Features & Materials						
Articulate building facades into intervals that are a maximum of 15 m wide for mixed-use buildings and 20m wide for residential buildings. Strategies for articulating buildings should consider the potential impacts on energy performance (see 2.2.1), and include: <ul style="list-style-type: none"> • Façade Modulation – stepping back or extending forward a portion of the façade to create a series of intervals in the facade; • Repeating window patterns at intervals that correspond to extensions and step backs (articulation) in the building facade; • Providing a porch, patio, deck, or covered entry for each interval; • Providing a bay window or balcony for each interval, while balancing the significant potential for heat loss through thermal bridge connections which could impact energy performance; • Changing the roof line by alternating dormers, stepped roofs, gables, or other roof elements to reinforce the modulation or articulation interval; • Changing the materials with the change in building plane; and • Provide a lighting fixture, trellis, tree, or other landscape feature within each interval. 					✓	
Break up the building mass by incorporating elements that define a building's base, middle and top.						✓
Use an integrated, consistent range of materials and colors and provide variety by, for example, using accent colors.						✓
Articulate the facade using design elements that are inherent to the building as opposed to being decorative. For example, create depth in building facades by recessing window frames or partially recessing balconies to allow shadows to add detail and variety as a byproduct of massing.				✓		
Incorporate distinct architectural treatments for corner sites and highly visible buildings such as varying the roofline (<i>See Figure 41</i>), articulating the facade, adding pedestrian space, increasing the number and size of windows, and adding awnings and canopies.					✓	
Weather Protection						
Provide weather protection (e.g. awnings, canopies, overhangs, etc.) along all commercial streets and plazas (<i>See Figure 42</i>), with particular attention to the following locations: <ul style="list-style-type: none"> • Primary building entrances, • Adjacent to bus zones and street corners where people wait for traffic lights; • Over store fronts and display windows; and • Any other areas where significant waiting or browsing by people occurs. 	✓					
Architecturally-integrate awnings, canopies, and overhangs to the building and incorporate architectural design features of buildings from which they are supported.						✓
Place and locate awnings and canopies to reflect the building's architecture and fenestration pattern.						✓

Letter of Assume Agreement

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

This Letter is to confirm that Kingdom Kelowna Project Limited Partnership assumes all terms and obligations as the “Developer” party in the Co-operative Carsharing Agreement between Modo Co-operative and Injoy Central (Kelowna) Development dated March 27, 2021.

Kingdom Kelowna Project Limited Partnership
#360 – 3820 Cessna Drive,
Richmond BC
V7B 0A2

Authorized Signatory

DocuSigned by:

EEABB506BA8E4C5...
KAN TIAN

June 23, 2022

CO-OPERATIVE CARSHARING AGREEMENT

THIS AGREEMENT made the 27 day of March, 2021,

BETWEEN:

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

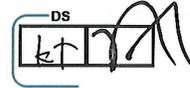
("Modo")

AND:

Injoy City Central (Kwlowna) Development
5671 Oakland St.
Vancouver, BC
V5H1S1

Assumed by:
Kingdom Kelowna Project Limited
Partnership
#360-3820 Cessna Drive, Richmond,
BC V7B 0A2

("Developer")



WHEREAS:

- A. Developer is the registered owner of those certain lands located in 1365 Belaire Ave. 1840 and 1850 Chandler st. Kelowna, in the Province of British Columbia and legally described as follows: in

PID: _____,
legal lot description Strata Plan K25 District Lot 137 and Lot 21 District Lot 137 Plan 10011,
(the "Lands");

- B. Developer has undertaken the development of a strata residential development (the "Development") on the Lands;
- C. It is intended that upon the completion of construction of the Development, the Lands will be subdivided by way of a strata plan (the "Strata Plan") pursuant to the Strata Property Act (British Columbia) in order to create approximately one hundred and five (105) residential strata lots (collectively, the "Strata Lots", and each a "Strata Lot");
- D. Modo is a member-owned co-operative that facilitates carsharing for individuals and businesses as an alternative to privately-owned automobiles;
- E. As a condition of approving the Development, the municipality of Kelowna in British Columbia (the "Municipality") requires Developer to provide one (1) co-operative vehicle (the "Shared Vehicle") in connection with the Development and to be

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

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

ARTICLE 1 - DEFINITIONS

- 1.1 Definitions. In this Agreement, the following terms have the following meanings:
- (a) “**Agreement**” means this agreement, any schedules attached hereto which are referred to in this agreement, and every properly executed instrument which by its terms amends, modifies, supplements, or extends this agreement;
 - (b) “**Carsharing Program**” has the meaning set out in Recital E;
 - (c) “**Commencement Date**” means the date on which the Occupancy Permit is issued by the Municipality;
 - (d) “**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

Developer named herein, and expressly includes any party which may manage or operate the Development for Developer from time to time;

- (e) **“Development”** has the meaning set out in Recital B;
- (f) **“Estimated Occupancy Date”** has the meaning set out in section 3.5;
- (g) **“EV Station”** means one (1) electric vehicle charging station to be provided, installed, maintained and replaced by Developer, at Developer’s sole cost, to be used for the sole purpose of charging the Shared Vehicle, and to be located next to the Shared Vehicle Parking Space;
- (h) **“Lands”** has the meaning set out in Recital A;
- (i) **“Mediator”** means a member in good standing of the Arbitrators Association of British Columbia or Mediate BC;
- (j) **“Membership Holder”** means the Strata Corporation;
- (k) **“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;
- (l) **“Membership Shares”** means membership shares in Modo;
- (m) **“Municipality”** has the meaning set out in Recital E;
- (n) **“Occupancy Permit”** means the first occupancy permit issued by the Municipality in respect of the Development;
- (o) **“Partnership Membership”** means the Membership Holder membership in Modo by way of ownership of the Subject Shares (as defined in section 2.1);
- (p) **“Partner User”** means a Resident (as defined below) of the Development who benefits from Modo membership privileges by way of the Partnership Membership;
- (q) **“Project Fee”** has the meaning set out in section 2.1;
- (r) **“Rental Agreement”** mean a tenancy agreement or similar agreement between the owner(s) of a Strata Lot and the tenant or occupant of a

Strata Lot with respect to the occupancy of such Strata Lot for any length of time;

- (s) **“Residents”** means, collectively, the residents of the Development and **“Resident”** means any one of them and, for greater certainty, **“Residents”** includes any of the following persons who are residents of the Development: owners of Strata Lots and tenants of Strata Lots;
- (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) **“Strata Corporation”** means the strata corporation to be formed pursuant to the *Strata Property Act* upon deposit of the Strata Plan at the Kamloops Land Title Office;
- (w) **“Development”** has the meaning set out in Recital B;
- (x) **“Lands”** has the meaning set out in Recital A;
- (y) **“Strata Lots”** has the meaning set out in Recital C, and **“Strata Lot”** means any one of them;
- (z) **“Strata Plan”** has the meaning set out in Recital C;
- (aa) **“Strata Property Act”** means the Strata Property Act (British Columbia), as amended from time to time;
- (bb) **“Subject Shares”** has the meaning set out in section 2.1;
- (cc) **“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,
- (dd) **“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 the date Developer anticipates that the Occupancy Permit will be issued, Developer will pay to Modo the aggregate sum of \$29,500.00 inclusive of taxes and fees (the **“Project Fee”**), representing the following:
 - (a) \$1,000.00 for the purchase of one hundred (100) Membership Shares (the **“Subject Shares”**); and

- (b) \$28,500.00 for the purchase of the Shared Vehicle.
- 2.2 If the Occupancy Permit is issued later than the year 2022, 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.
- 2.3 Upon payment of the Project Fee, Modo will issue the Subject Shares and will issue a receipt to Developer confirming payment of the Project Fee to Modo.
- 2.4 Developer agrees that Modo will not be under any obligation whatsoever to provide the Services or issue the Subject Shares if Modo has not received full payment of the Project Fee from Developer by the required deadline set out in section 2.1 of this Agreement.

ARTICLE 3 - BENEFITS AND OBLIGATIONS OF DEVELOPER

- 3.1 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 during the Term of this Agreement.
- 3.2 Developer agrees that throughout the Term of this Agreement, 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 vehicles owners' risk and expense.
- 3.4 Developer will ensure that the EV Station is operational and available for the exclusive use of Modo from the Commencement Date.
- 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.
- 3.7 Subject to section 11.4 herein, Developer will cause bylaws in the form attached hereto as Schedule C to be included with the bylaws filed with the stratification documents of the Strata Corporation.

ARTICLE 4 - ASSUMPTION BY MEMBERSHIP HOLDER

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

ARTICLE 5 - BENEFITS 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 will vest in the Residents of the Development 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 Strata Lot 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 6.1).
- 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 Strata Lot and, for greater certainty, an owner of a Strata Lot 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 in a Strata Lot.
- 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 Each Resident will be responsible for and will indemnify and save Developer and the Membership Holder and their respective subsidiaries, successors and assigns

harmless from any and all Membership Obligations incurred and any and all actions, causes of action, costs or claims of whatsoever type or nature levied or made by Modo or by any other person as a result of or in connection with such Resident's participation in the Services or otherwise associated with the Subject Shares of, or membership in, Modo held by the Membership Holder or its affiliates, subsidiaries, successors or assigns for the benefit of such Resident.

- 5.7 Every six (6) calendar months during the Term of this Agreement (commencing on the date that is six (6) months after the Commencement Date), Modo will provide the Strata Corporation in writing with the name of each Partner User.
- 5.8 Within thirty (30) calendar days after receipt of the information, referred to in section 5.7, the Strata Corporation will confirm to Modo in writing which Partner Users have ceased to be Residents of their respective Strata Lots, and Modo will cancel such Partner Users' benefits of the Partnership Membership and such former Residents will cease to be Partner Users.
- 5.9 The Strata Corporation will use reasonable commercial efforts to cause Residents of the Strata Lots who are Partner Users to comply with the Strata Corporation's bylaws applicable to the Partnership Membership and/or the Carsharing Program, including those bylaws set out in Schedule C to be incorporated into the bylaws of the Strata Corporation.
- 5.10 Modo will be the sole provider of the Carsharing Program in respect of the Shared Vehicle during the Term of this Agreement.
- 5.11 The Strata Corporation agrees to pay for the electricity withdrawn from the EV Station when due and Modo will reimburse the Strata Corporation in accordance with section 6.11.
- 5.12 No Membership Holder will be liable hereunder for any breach of this Agreement by any other Membership Holder, and any Membership Holder which breaches this Agreement will be solely liable for such breach.

ARTICLE 6 - BENEFITS AND OBLIGATIONS OF MODO

- 6.1 Modo agrees that the Partnership Membership will allow up to a maximum of fifty-nine (59) Residents to be Partner Users at any given time. For greater certainty, once the foregoing number of Partner Users has been reached, no other Resident may become a Partner User unless an existing Partner User ceases to be a Partner User.
- 6.2 Any number of Residents of any given Strata Lot may apply to Modo to become Partner Users, and each such Resident who becomes a Partner User will count as a separate Partner User for the purposes of the limit set out in section 6.1.

- 6.3 Modo will use the Project Fee, less the amount required to purchase the Subject Shares, to purchase 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.
- 6.4 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.
- 6.5 In the event that the Occupancy Permit is not issued within thirty (30) days after the Estimated Occupancy Date, Modo reserves the right to park the Shared 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.
- 6.6 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 of this Agreement, including, without limitation, the maintenance of the Shared Vehicle Parking Space.
- 6.7 Notwithstanding the foregoing, Modo must promptly and at its own expense clean up any oil or other substance which spills or leaks from a Shared Vehicle into or onto any part of the Development, failing which Developer may clean up such spill or leak, and Modo will, forthwith on demand reimburse Developer for the cost thereof.
- 6.8 Modo will at its sole expense install appropriate signage on the Shared Vehicle Parking Space for the Shared Vehicle.
- 6.9 Modo will be solely responsible for providing and paying for the Services, including but not limited to the operation, administration, maintenance, repair, replacement and insurance costs in respect of the Shared Vehicle and the Carsharing Program in a prudent manner. If the Shared Vehicle is damaged beyond repair during the Shared Vehicle Minimum Term, then Modo will promptly replace such Shared Vehicle with a vehicle of at least equivalent value and function and such replacement vehicle will constitute the Shared Vehicle for all purposes hereunder.

- 6.10 Modo acknowledges and agrees that Developer 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 use of and access to the Shared Vehicle Parking Space and EV Station.
- 6.11 Modo will reimburse the Strata Corporation the amount paid by the Strata Corporation 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 Strata Corporation and Modo.
- 6.12 Modo 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 3.2 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 section 3.2. Promptly following access being re-established Modo will relocate the Shared Vehicle back to the Shared Vehicle Parking Space.
- 6.13 Modo 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 Modo will relocate the Shared Vehicle back to the Shared Vehicle Parking Space.
- 6.14 Modo will provide orientation to all Residents wishing to participate in the Carsharing Program or use Modo vehicles.
- 6.15 Modo will provide Developer with marketing materials to promote participation in the Services to Residents and prospective residents of the Development.
- 6.16 Modo represents and warrants that there are no other obligations associated with the holding of the Subject Shares beyond those which are contemplated in this Agreement, in the rules and policies of Modo regarding its shares, or at law.

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-sale, sale 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, sales 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 Developer in carrying out the foregoing obligations.

- 7.4 During the Term of this Agreement, Developer and Modo will allow use of each other's graphics in advertising and promotional activities conducted by either party. Such use of graphics must be in a manner whereby the graphics remain in their original form and each party will use the most recent version of the other party's graphics (as approved by the party in writing).
- 7.5 Developer and Modo will only use each other's wordmarks, logos or trade names during the Term of this Agreement solely in connection with activities relating to the Development. Any other use must receive the prior written approval of each party (by mail or electronic mail).
- 7.6 The Membership Holder will permit Modo to monitor the impacts of its Services by facilitating the administration of monitoring measures including, but not limited to (and to the extent permitted by law), the distribution of emails, surveys and questionnaires for the Residents relative to the Services, provided that the Residents, in their sole discretion, may elect not to participate in any such monitoring measures.

ARTICLE 8 - SECURITY INTEREST

- 8.1 Subject to receipt of the Project Fee, 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 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 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 Director 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 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 section 5.10 will cease to apply, and Modo will not be obligated hereunder to provide the Services or make the Shared Vehicle available for use of Partner Users, but, for greater certainty, the Partnership Membership will continue in effect. For the avoidance of doubt, in the event of a replacement of the Share Vehicle pursuant to section 11.5, this section 11.6 will not apply.
- 11.7 If the Development is destroyed and not rebuilt in a form substantially similar to the original buildings, Modo or the Membership Holder may terminate this Agreement and in such case Modo will cancel the Subject Shares held by the Membership Holder, and the Membership Holder will not be entitled to a refund of the purchase price paid for the Subject Shares or any part thereof.
- 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 - DEFAULT

- 12.1 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 13 - DISPUTE RESOLUTION

- 13.1 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

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

ARTICLE 15 - ASSIGNMENT

- 15.1 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, Developer may assign this Agreement to the Strata Corporation without Modo's prior consent but on notice to Modo.

ARTICLE 16 - INDEMNITY

- 16.1 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.

ARTICLE 17 - GENERAL

- 17.1 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.
- 17.2 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.
- 17.3 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.
- 17.4 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.

- 17.5 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.
- 17.6 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.
- 17.7 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.
- 17.8 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.

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

By Modo:

MODO CO-OPERATIVE, by its authorized signatory

By: 
 Name: Patrick Nangle
 Title: CEO

By Developer:

Injoy City Central (Kelowna) Group Development, by its authorized signatory

By: 
 Name: Yuming Yu
 Title: Director

Assumed by:
 Kingdom Kelowna Project Limited
 Partnership
 #360-3820 Cessna Drive, Richmond,
 BC V7B 0A2

DocuSigned by:
 BY: Kan Tian
 NAME: Kan Tian
 Title: Director

**SCHEDULE A
SHARED VEHICLE PARKING SPACE FOR SHARED VEHICLE**

[Plan to be inserted showing location of parking space]



pacific west architecture

1200 West 72nd Ave (Alouet Square)
Suite 102
Vernon BC, V1P 6G5
Office: 250.528.5834
www.pacificwestarch.com

REVISIONS

NO.	DATE	DESCRIPTION
1	FEB 26, 2021	ISSUED FOR REVIEW
2	OCT 29, 2020	REVISIONS FOR COO APPROVAL
3	MAY 1, 2020	REVISED FOR APPROVAL
4	APRIL 2020	ISSUED FOR REVIEW

PROJECT NUMBER: _____
DRAWN BY: _____
CHECKED BY: _____
DATE CHECKED: _____
CONSULTANT: _____

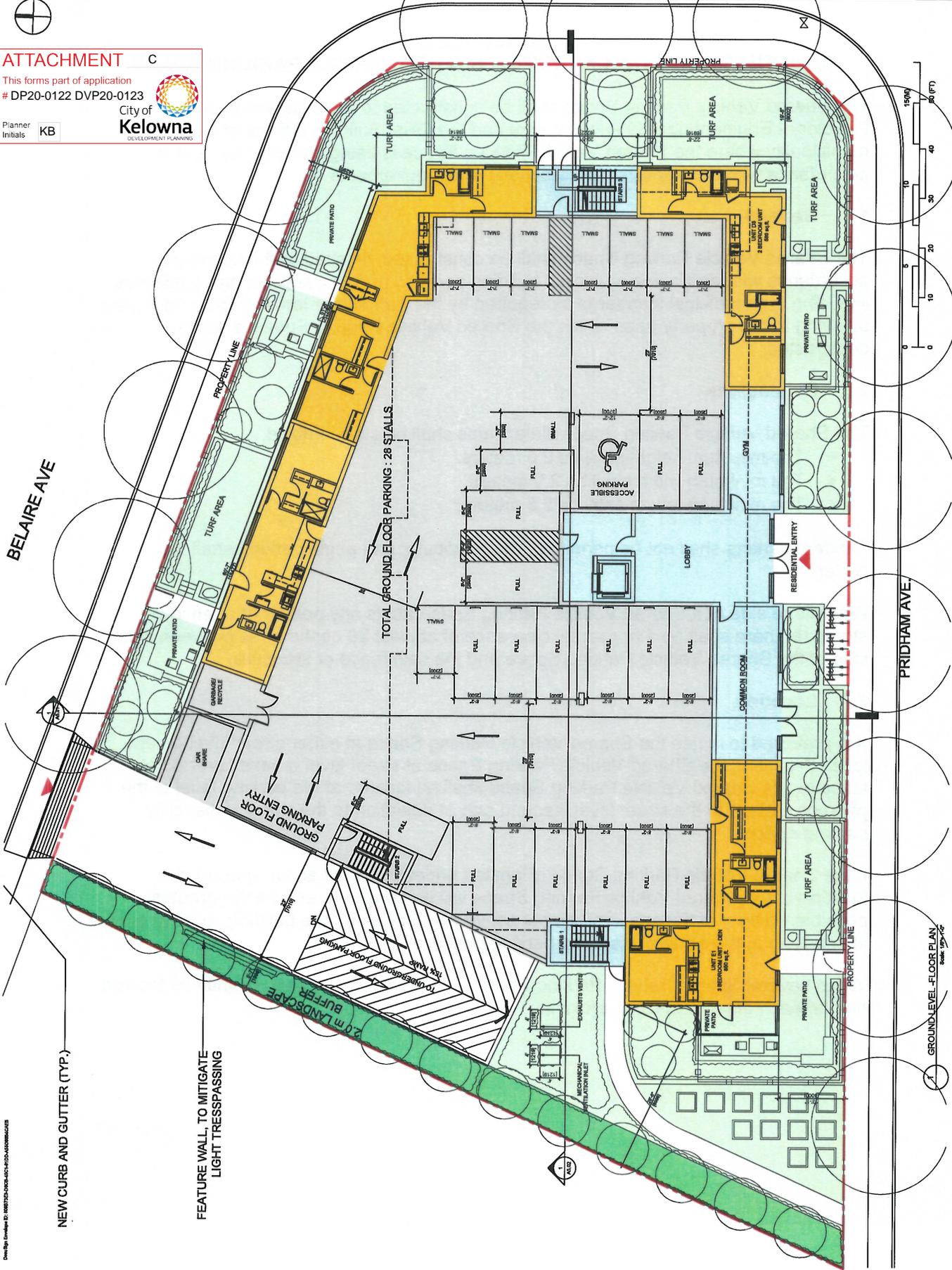
PROJECT: 1386 BELAIRE AVE. & 1840, 1850 CHANDLER ST KELOWNA, BC

DRAWING TITLE: **GROUND LEVEL - FLOOR PLAN**

A2.02



ATTACHMENT C
This forms part of application
DP20-0122 DVP20-0123
City of Kelowna
DEVELOPMENT PLANNING
Planner Initials: KB



GROUND LEVEL - FLOOR PLAN
Scale: 1/8" = 1'-0"

Drawn By: Designer ID: 188753-CHUCK-18753-ARCHITECTURE

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 electrical outlet capable of providing Level 2 charging (240 Volts/30 Amps) or higher to the Shared Vehicle Parking Space.

If the Shared Vehicle is an electric vehicle, then a Level 2 electric vehicle charging station shall be supplied and installed in the Shared Vehicle Parking Space. The Level 2 electric vehicle charging station shall have (i) access control using RFID cards and (ii)

ATTACHMENT C

This forms part of application
DP20-0122 DVP20-0123

Planner Initials



City of
Kelowna
DEVELOPMENT PLANNING

networking/telematic functions to remotely monitor and collect utilization data.

(e.g. ChargePoint CPF50 - <https://chargepoint.ent.box.com/v/CPF50-Multifamily-DS-EN-US>)

SCHEDULE C
MODO CO-OPERATIVE MEMBERSHIP SHARES BYLAW TO BE INCORPORATED
INTO THE BYLAWS OF THE STRATA CORPORATION

1. In this bylaw __, the following terms have the following meanings:
 - (a) **“Membership Holder”** means the Strata Corporation;
 - (b) **“Modo”** means Modo Co-operative;
 - (c) **“Residents”** means, collectively, residents of strata lots in the Development, and each such resident is referred to herein as a **“Resident”**;
 - (d) **“Strata Corporation”** means the strata corporation for the Development; and
 - (e) **“Development”** means the residential Development known as _____ located at _____, British Columbia.
2. The Strata Corporation 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 their respective subsidiaries, successors or assigns harmless from any and all its obligations incurred and any and all actions, causes of action, costs or claims of whatsoever type or nature levied or made by Modo or by any other person as a result of or in connection with such Resident’s use of Modo services or otherwise associated with the Modo Shares of, or membership in, Modo held by the

- Membership Holder or their 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. In order for a Resident to become a Partner User, the Resident must apply to Modo, such application including but not limited to the following:
 - (a) The Resident, if a holder of a driver's licence issued in British Columbia, Canada, must prove current residency at the Development by providing Modo with a copy of its current driver's records indicating the Resident's address within the 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. Except as provided in these bylaws, the benefits of Modo membership may only be exercised by Residents who actually reside in a strata lot located in the Development, and the benefits may not under any circumstances be assigned, transferred or sold by Residents except as provided herein.
 12. The Modo Shares owned by the Membership Holder attach to the strata lots within the Development, and the beneficial interest in the Modo Shares vests in the Residents. Residents who no longer reside in the Development will also lose the benefit of the Modo Shares owned by the Membership Holder.

13. Every six (6) calendar months, Modo will provide to the Strata Corporation, in writing, the names of all Partner Users that are, according to Modo's records, residents of the Development. Within thirty (30) calendar days after receipt of this information, the Strata Corporation will inform Modo in writing which Partner Users have ceased to be residents of the Development, 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 and attach to the strata lots within the Development.
16. Modo reserves the right to revoke membership privileges of any Partner User who does not book a Modo vehicle for twelve (12) consecutive months.
17. Upon destruction of the 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.
18. The bylaws in this bylaw ____ (collectively, the "**Modo Bylaws**") will automatically terminate in the event the Co-operative Carsharing Agreement is terminated.
19. If the Modo Bylaws are repealed or replaced by the Strata Corporation, without Modo's consent, such consent not to be unreasonably withheld or delayed, then, at the option of Modo, the right of Residents of the Development to be Partner Users and to exercise the rights and benefits of Modo membership by way of the Modo Shares owned by the Membership Holders may be suspended or terminated, without any compensation to the Strata Corporation or the Residents of the Development, provided however that Modo will continue to operate the car sharing program notwithstanding any such suspension or termination.

**SCHEDULE D
SHARED VEHICLE DEPLOYMENT SEQUENCE**

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

**SCHEDULE E
SECURITY AGREEMENT**

BY:
MODO CO-OPERATIVE
200 - 470 Granville Street,
Vancouver, B.C.
V6C IV5

(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.

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

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

MODO CO-OPERATIVE, by its authorized signatory

By: _____
Name:
Title: