

BL10566, BL10674, BL11457, BL10974, BL11854 & BL11912 amended SCHEDULE "B":

SCHEDULE "B"
Revitalization Tax Exemption Agreement

THIS AGREEMENT dated for reference the ___ day of _____, 20__ is

BETWEEN:

1575 Bernard Projects Ltd.
612 Bernard Avenue
Kelowna, B.C.
V1Y 6P3

(the "Owner")

AND:

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

(the "City")

GIVEN THAT:

- A. The Owner is the registered owner in fee simple of lands in the City of Kelowna at 1575 Bernard Avenue legally described as Lot 8 Section 20 Township 26 Osoyoos Yale District Plan KAP32159 (the "Parcel");
- B. Council has established a revitalization tax exemption program and has included within the City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561 the designation of areas which include the Parcel as a revitalization area; and
- C. The Owner proposes to construct new improvements on the Parcel as described in Appendix "A" attached to and forming part of this agreement (the "Project") and has applied to the City to take part in the revitalization tax exemption program in respect of the Project and the City has agreed to accept the Project under the program;

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

1. **The Project** – the Owner will use commercially reasonable efforts to ensure that the Project is constructed, maintained, operated and used in a fashion that will be consistent with and will foster the objectives of the revitalization tax exemption program, as outlined in the City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561. Without limiting the generality of the foregoing, the Owner covenants to use its best efforts to ensure that the Project will:
 - a. Provide approximately 156 purpose-built rental units consisting of townhouse and apartment style homes in a 6 storey structure;
 - b. Provide approximately 164 parking stalls, all contained within the underground parking garage; and

- c. Remain as dedicated purpose-built rental housing as prescribed by MF3-r zoning.
2. **Operation and Maintenance of the Project** – throughout the term of this agreement, the Owner shall operate, repair and maintain the Project and will keep the Project in a state of good repair as a prudent owner would do.
 3. **Revitalization Amount** – In this agreement, “**Revitalization Amount**” means the municipal portion of property tax calculated in relation to the increase in the assessed value of improvements on the Parcel resulting from the construction of the Project as described in section 1;
 4. **Revitalization Tax Exemption** – subject to fulfilment of the conditions set out in this agreement and in “City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561”, the City shall issue a revitalization tax exemption certificate (the “Tax Exemption Certificate”) to the British Columbia Assessment Authority entitling the Owner to a property tax exemption in respect of the property taxes due (not including local service taxes) in relation to the Revitalization Amount on the Parcel (the “Tax Exemption”) for the calendar year(s) set out in the Tax Exemption Certificate .
 5. **Conditions** – the following conditions shall be fulfilled before the City will issue a Tax Exemption Certificate to the Owner in respect of the Project:
 - a. The Owner must complete or cause to be completed construction of the Project in a good and workmanlike fashion and in strict compliance with the building permit and the plans and specifications attached hereto as Appendix “A”;
 - b. The completed Project must substantially satisfy the performance criteria set out in Appendix “B” hereto, as determined by the City’s Development Planning Manager or designate, in their sole discretion, acting reasonably; and
 - c. The Owner must submit a copy of the Occupancy Permit and Title Certificate to the City of Kelowna’s Revenue Branch within 48 months from the date the Agreement is executed by Council.
 6. **Calculation of Revitalization Tax Exemption** – the amount of the Tax Exemption shall be equal to:

100% of the Revitalization Amount on the parcel.
 7. **Term of Tax Exemption** – provided the requirements of this agreement, and of the City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561, are met the Tax Exemption shall be for 10 years after the BC Assessment Authority validates the Tax Exemption Certificate issued by the City of Kelowna’s Revenue Branch.,
 8. **Compliance with Laws** – the Owner shall construct the Project and, at all times during the term of the Tax Exemption or any renewal term, use and occupy the Parcel and the Project in compliance with all statutes, laws, regulations and orders of any authority having jurisdiction and, without limiting the generality of the foregoing, all federal, provincial, or municipal laws or statutes or bylaws, including all the rules regulations policies guidelines criteria or the like made under or pursuant to any such laws.
 9. **Effect of Stratification** – if the Owner stratifies the Parcel under the Strata Property Act, then the Tax Exemption shall be prorated among the strata lots in accordance with the unit entitlement of each strata lot for:

- a. the current and each subsequent tax year during the currency of this agreement if the strata plan is accepted for registration at the Land Title Office before May 1; or
- b. for the next calendar year and each subsequent tax year during the currency of this agreement if the strata plan is accepted for registration at the Land Title Office after May 1;

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

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

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

12. **No Refund** – for greater certainty, under no circumstances will the Owner be entitled under the City's revitalization tax exemption program to any cash credit, any carry forward tax exemption credit or any refund for any property taxes paid.
13. **Notices** – any notice or other writing required or permitted to be given hereunder or for the purposes hereof to any party shall be sufficiently given if delivered by hand or posted on the Parcel, or if sent by prepaid registered mail (Express Post) or if transmitted by facsimile to such party:
 - a. in the case of a notice to the City, at:

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

Attention: Policy & Planning and Revenue Departments

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

1575 Bernard Projects Ltd.
612 Bernard Avenue
Kelowna, BC

V1Y 6P3

Attention: Corey Makus

Phone: 250-878-2001

Email: corey@westpointprojects.com

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

14. **No Assignment** – the Owner shall not assign its interest in this agreement except to a subsequent owner in fee simple of the Parcel.
15. **Severance** – if any portion of this agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this agreement.
16. **Interpretation** – wherever the singular or masculine is used in this agreement, the same shall be construed as meaning the plural, the feminine or body corporate where the context or the parties thereto so require.
17. **Further Assurances** – the parties hereto shall execute and do all such further deeds, acts, things and assurances that may be reasonably required to carry out the intent of this agreement.
18. **Waiver** – waiver by the City of a default by the Owner shall be in writing and shall not be deemed to be a waiver of any subsequent or other default.
19. **Powers Preserved** – this agreement does not:
 - a. Affect or limit the discretion, rights or powers of the City under any enactment or at common law, including in relation to the use or subdivision of the Parcel;
 - b. Affect or limit any enactment relating to the use or subdivision of the Parcel; or
 - c. Relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Parcel and without limitation shall not confer directly or indirectly any exemption or right of set-off from development cost charges, connection charges, application fees, user fees or other rates, levies or charges payable under any bylaw of the City.
20. **Reference** – every reference to each party is deemed to include the heirs, executors, administrators, personal representatives, successors, assigns, servants, employees, agents, contractors, officers, licensees and invitees of such party, wherever the context so requires or allows.
21. **Enurement** – this agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
22. Any construction of a new improvement or alteration of an existing improvement as of this bylaw undertaken prior to the application for a Revitalization Tax Exemption will not be eligible for consideration
23. The maximum Revitalization Tax Exemption authorized under this Bylaw must not exceed the Revitalization Amount on the Property between:

- a. the calendar year before the construction or alteration began, as outlined under Section 1 of this agreement; and
 - a. the calendar year in which the construction or alteration, as outlined under Section 1 of this agreement, is completed.
24. The Property's assessed value of improvements must not be reduced below the amount assessed in the calendar year prior to construction or alteration, as a result of the Revitalization Tax Exemption.

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

Executed by the CITY OF KELOWNA by
Its authorized signatories:

Mayor

City Clerk

Executed by 1575 BERNARD PROJECTS LTD.
by its authorized signatory:

Name:

CONY ALIKUS

Appendix "A": Plans and Specifications
Appendix "B": Housing Agreement



Zeidler Architecture

300, 640 - 8 Avenue S.W.
 Calgary, AB T2P 1G7
 T +1 403 233 2525



NOTE:
 CONTRACTOR MUST CHECK AND VERIFY ALL DIMENSIONS ON
 THE JOB AND REPORT ANY DISCREPANCIES TO THE ARCHITECT
 IMMEDIATELY. THE ARCHITECT'S RESPONSIBILITY IS TO PROVIDE
 DIMENSIONS THAT ARE ACCURATE TO THE ATTENTION OF THE
 ADAPTED BEFORE PROCEEDING.

2 THE AMENDED PLANS
 1 REVISIONS TO THE
 A. D.P. FINAL REVIEW SET
 NO. REVISED FOR
 DATE

NOT FOR CONSTRUCTION

PROJECT
1575 BERNARD AVE

PROJECT ADDRESS
 1575 BERNARD AVE
 CALGARY, AB T2P 1B4

TITLE
SITE PLAN

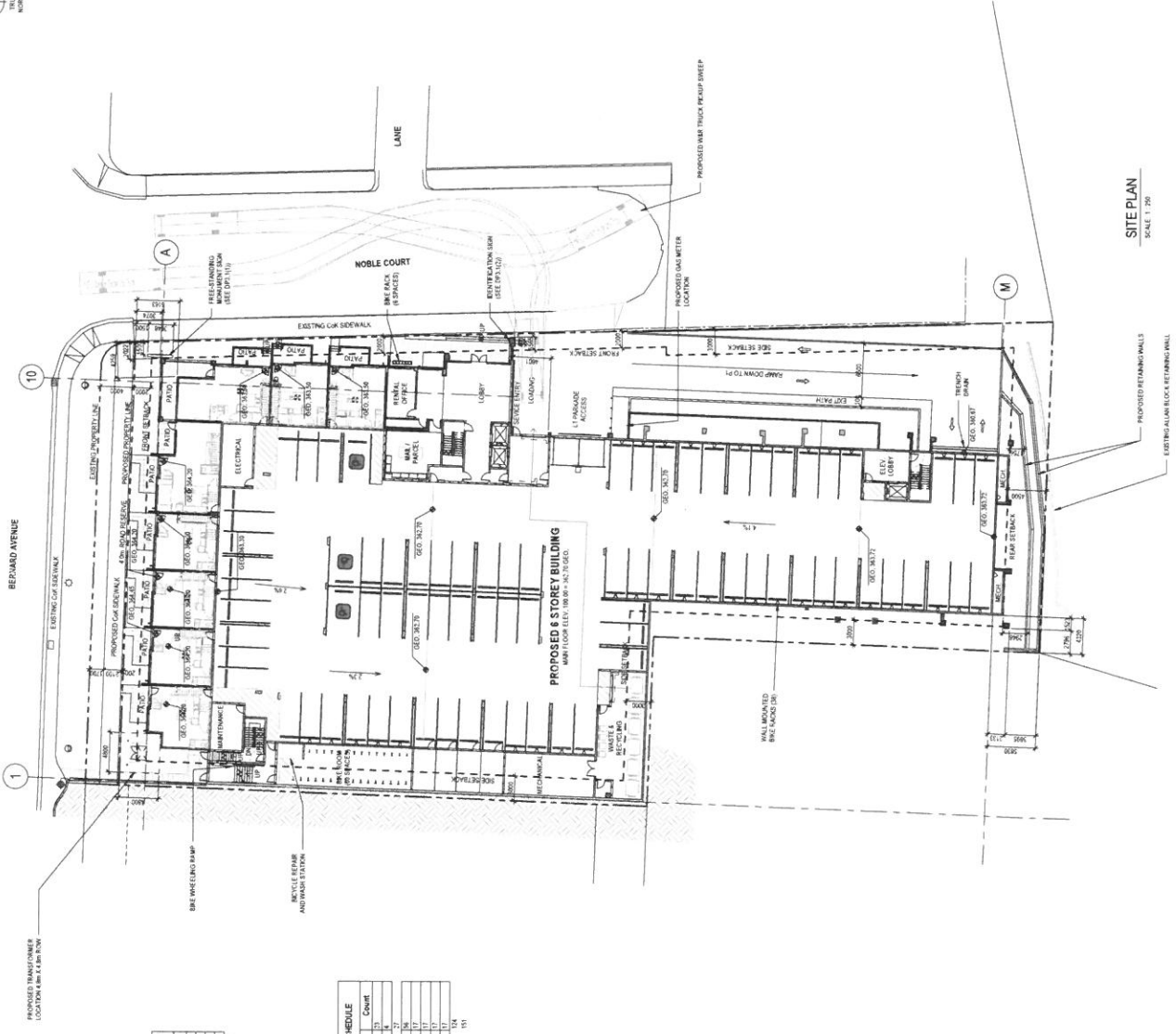
PROJECT NO.
 22-085

DRAWN
 ALAN

CHECKED
 CHRIS

REVISION
 2

DP1.1



SITE PLAN
 SCALE 1:250

UNIT COUNT AND MIX, U.P.	
Unit Type	Count
1-BED	17
2-BED	32
3-BED	17
STUDIO	20
TOTAL	86

STORAGE LOCKER SCHEDULE		
Items	Level	Count
ME-30	LEVEL 0P1	27
ME-30	LEVEL 1	17
ME-30	LEVEL 2	17
ME-30	LEVEL 3	17
TOTAL		154

PROJECT INFORMATION		PROVIDED	
OWNER: ZEIDLER ARCHITECTURE	1575 BERNARD AVENUE CALGARY, AB T2P 1B4	PERMITS: REZONING PERMIT BUILDING PERMIT	AREA (M ²): 2752.0 P 5481.3 P
DP ARCHITECT: ZEIDLER ARCHITECTURE	1575 BERNARD AVENUE CALGARY, AB T2P 1B4	PLANNING: REZONING PERMIT BUILDING PERMIT	AREA (M ²): 2752.0 P 5481.3 P
MUNICIPAL ADDRESS: 1575 BERNARD AVENUE	1575 BERNARD AVENUE CALGARY, AB T2P 1B4	CONSTRUCTION: REZONING PERMIT BUILDING PERMIT	AREA (M ²): 2752.0 P 5481.3 P
LEGAL ADDRESS: 1575 BERNARD AVENUE	1575 BERNARD AVENUE CALGARY, AB T2P 1B4	LANDSCAPE: REZONING PERMIT BUILDING PERMIT	AREA (M ²): 2752.0 P 5481.3 P
PARCEL AREA (P/ROR): 1575 BERNARD AVENUE	1575 BERNARD AVENUE CALGARY, AB T2P 1B4	UTILITIES: REZONING PERMIT BUILDING PERMIT	AREA (M ²): 2752.0 P 5481.3 P
PARCEL AREA (POST): 1575 BERNARD AVENUE	1575 BERNARD AVENUE CALGARY, AB T2P 1B4	WATER: REZONING PERMIT BUILDING PERMIT	AREA (M ²): 2752.0 P 5481.3 P
DEVELOPER: ZEIDLER ARCHITECTURE	1575 BERNARD AVENUE CALGARY, AB T2P 1B4	SEWER: REZONING PERMIT BUILDING PERMIT	AREA (M ²): 2752.0 P 5481.3 P
ZONING (EXISTING): RESIDENTIAL	RESIDENTIAL	STORMWATER: REZONING PERMIT BUILDING PERMIT	AREA (M ²): 2752.0 P 5481.3 P
ZONING (PROPOSED): RESIDENTIAL	RESIDENTIAL	TELEPHONE: REZONING PERMIT BUILDING PERMIT	AREA (M ²): 2752.0 P 5481.3 P
PRINCIPAL USES / FLOOR: RESIDENTIAL	RESIDENTIAL	CABLE TV: REZONING PERMIT BUILDING PERMIT	AREA (M ²): 2752.0 P 5481.3 P
UNIT TYPE BREAKDOWN: STUDIO 1 BEDROOM 2 BEDROOM 3 BEDROOM	STUDIO 1 BEDROOM 2 BEDROOM 3 BEDROOM	TELEPHONE: REZONING PERMIT BUILDING PERMIT	AREA (M ²): 2752.0 P 5481.3 P
CLAUDE (Section 13.0)	STUDIO 1 BEDROOM 2 BEDROOM 3 BEDROOM	TELEPHONE: REZONING PERMIT BUILDING PERMIT	AREA (M ²): 2752.0 P 5481.3 P

NOTE
CONTRACTOR MUST CHECK AND VERIFY ALL DIMENSIONS ON THE JOB. ANY DISCREPANCY OR OMISSION OF INFORMATION IN THESE DRAWINGS MUST BE BROUGHT TO THE ATTENTION OF THE ARCHITECT BEFORE PROCEEDING.

2. THE AMENDED PLANS
1. EDITION FOR DP
4. UP TO DATE
NO. 0001 FEBRUARY
DATE

NOT FOR CONSTRUCTION

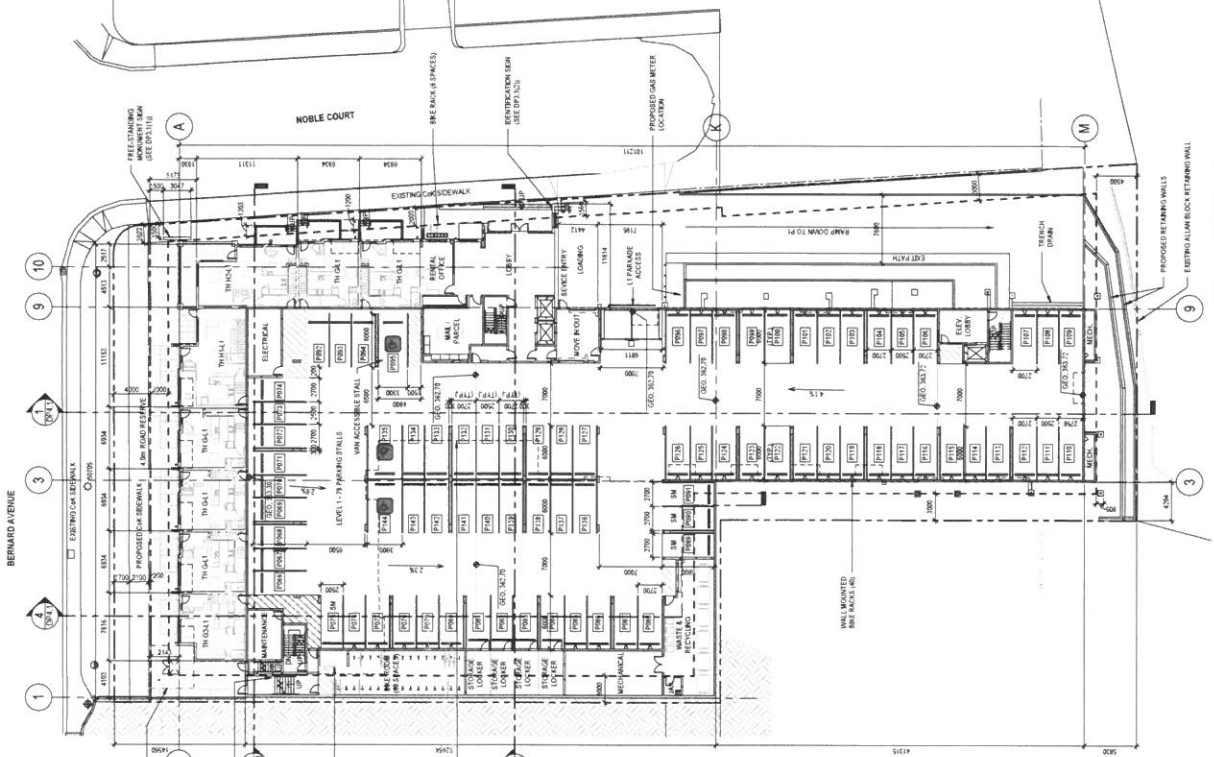
PROJECT
1575 BERNARD AVE

PROJECT ADDRESS
1575 BERNARD AVE
CALGARY, AB T2P 0R4
TITLE

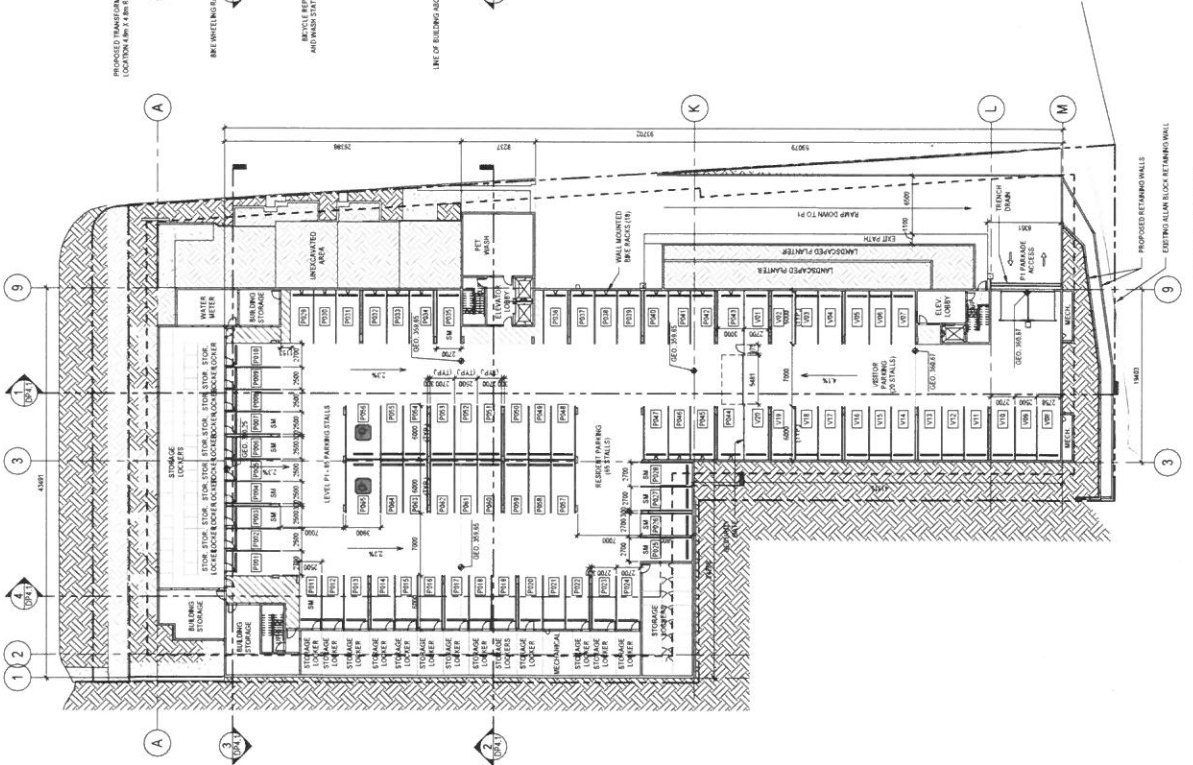
**FLOOR PLAN -
LEVEL 0 & LEVEL 1**

PROJECT NO. 22588
DRAWN: ASEP
CHECKED: CHAM
DESIGNED: CHAM
DATE: 2023-02-12 12:34 PM
ADDRESS: 1575 BERNARD AVE, CALGARY, AB T2P 0R4

DRAWING NO. **DP2.1**



LEVEL 1 - MAIN FLOOR
SCALE 1/200



LEVEL 0 - PARKADE
SCALE 1/200



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NOTE

CONTRACTOR TO CHECK AND VERIFY ALL DIMENSIONS ON

THE JOB AND VERIFY ALL DIMENSIONS ON THE DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS AND REPORTING TO THE ARCHITECT IN WRITING. DIMENSIONS MUST BE BROUGHT TO THE ATTENTION OF THE ARCHITECT BEFORE PROCEEDING.

2 100% REVISED PLANS
1 100% REVISED FOR UP
1 100% REVISED FOR SET
1 100% REVISED FOR DATE

NOT FOR CONSTRUCTION

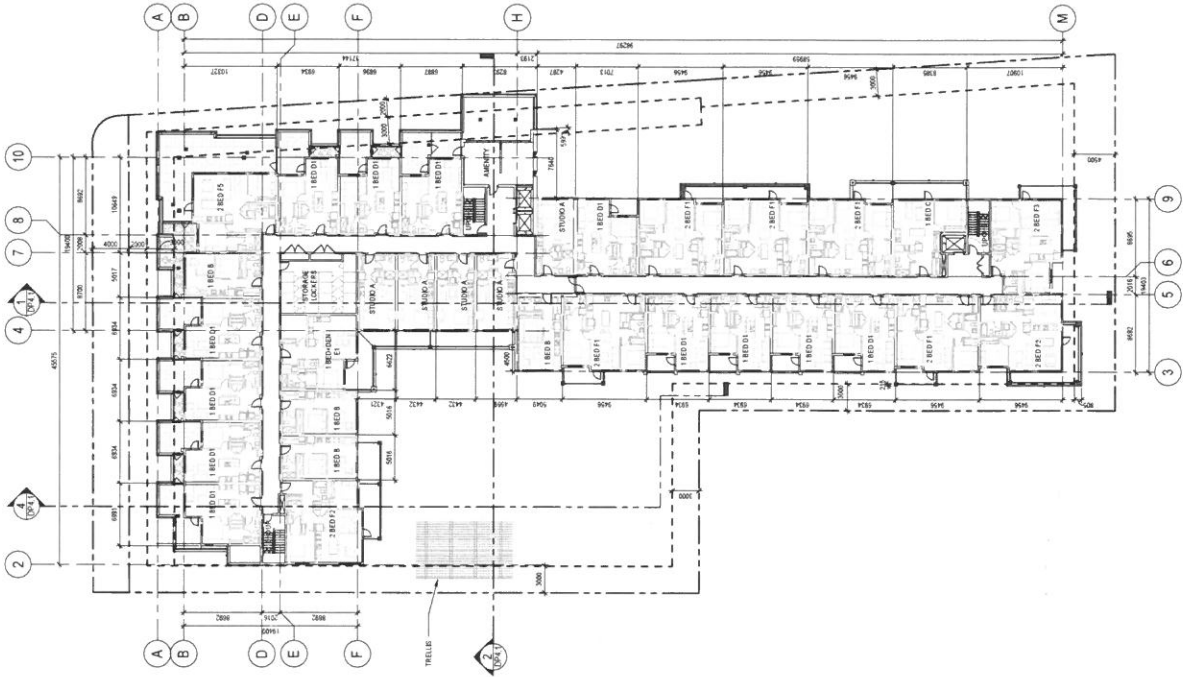
PROJECT
1575 BERNARD AVE

PROJECT ADDRESS
1575 BERNARD AVE
CALGARY, ALBERTA

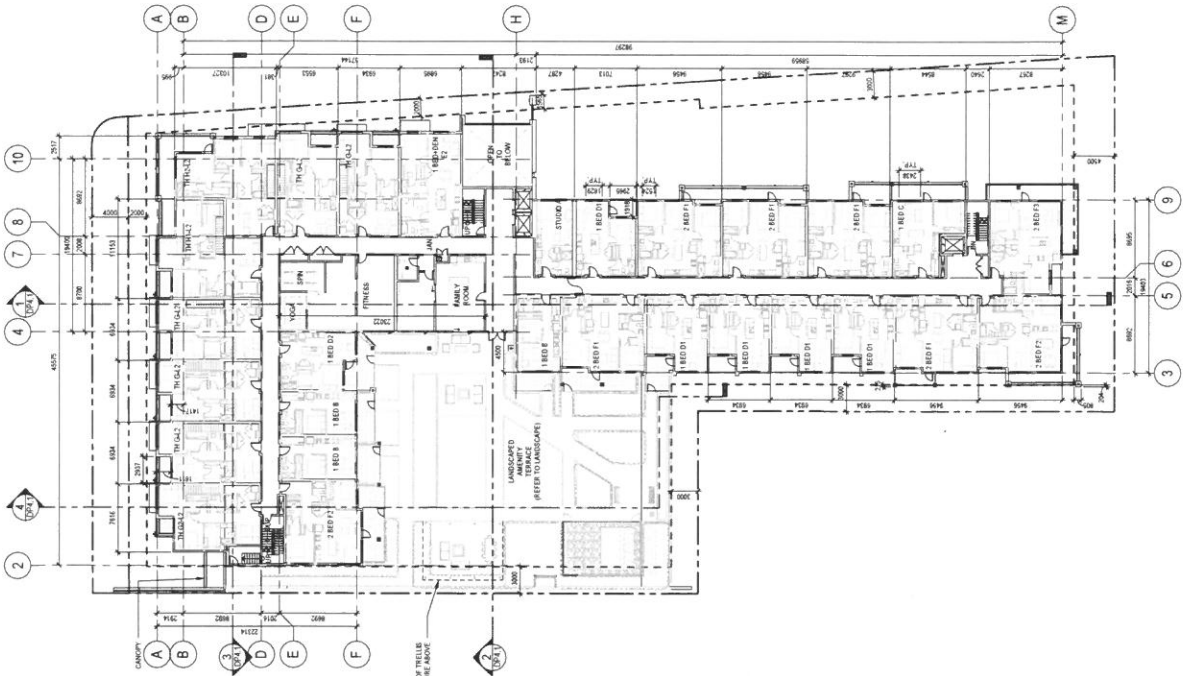
TITLE
**FLOOR PLAN -
LEVEL 2 & LEVEL 3-4**

PROJECT NO.
123456
DRAWN
DATE
CHECKED
DATE
REVISIONS
NO. DESCRIPTION

DP2.2



LEVEL 3-4
SCALE 1/32"



LEVEL 2
SCALE 1/32"



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NOTE

CONTRACTOR TO CHECK AND VERIFY ALL DIMENSIONS ON
THIS SET OF DRAWINGS AND REPORT ANY DISCREPANCIES TO THE
ARCHITECT IMMEDIATELY. THE ARCHITECT SHALL BE RESPONSIBLE FOR
ANY DISCREPANCIES NOTED BY THE ATTORNEY OF THE
ARCHITECT FOR PROCEEDING.

2	THE AMENDED PLANS	2023-03-21
1	CONTRACT SET	2023-03-21
A	OFFICIAL REVIEW SET	2023-03-21
NO.	DESCRIPTION	DATE

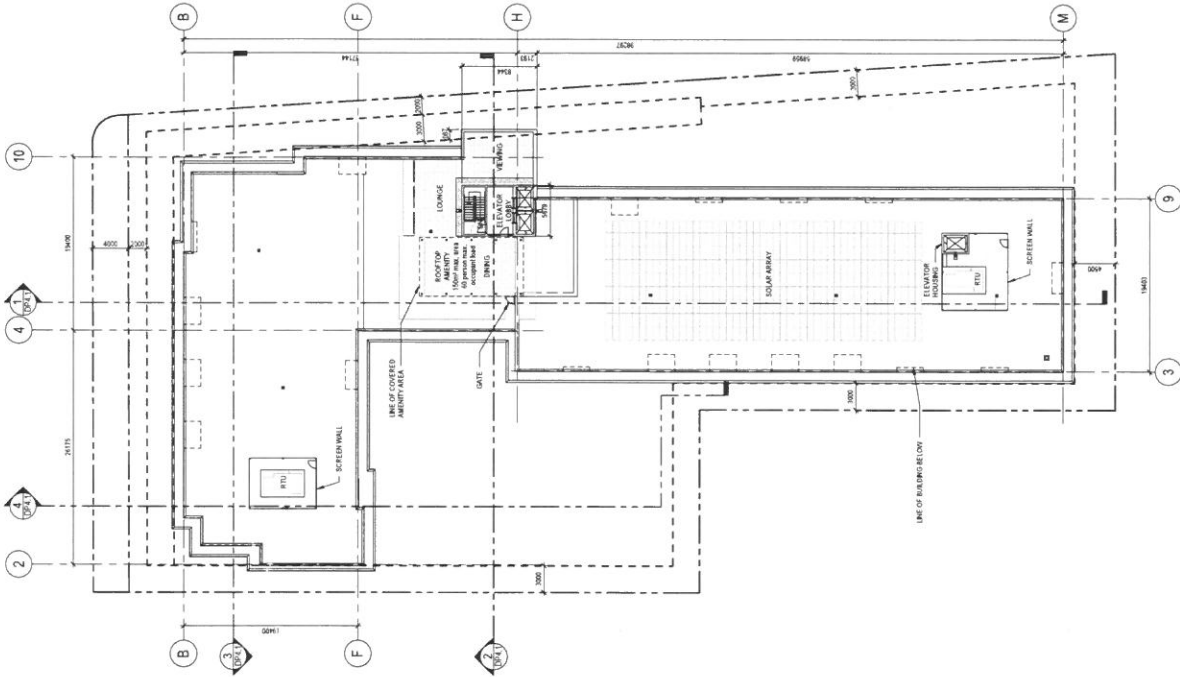
NOT FOR CONSTRUCTION

PROJECT
1575 BERNARD AVE

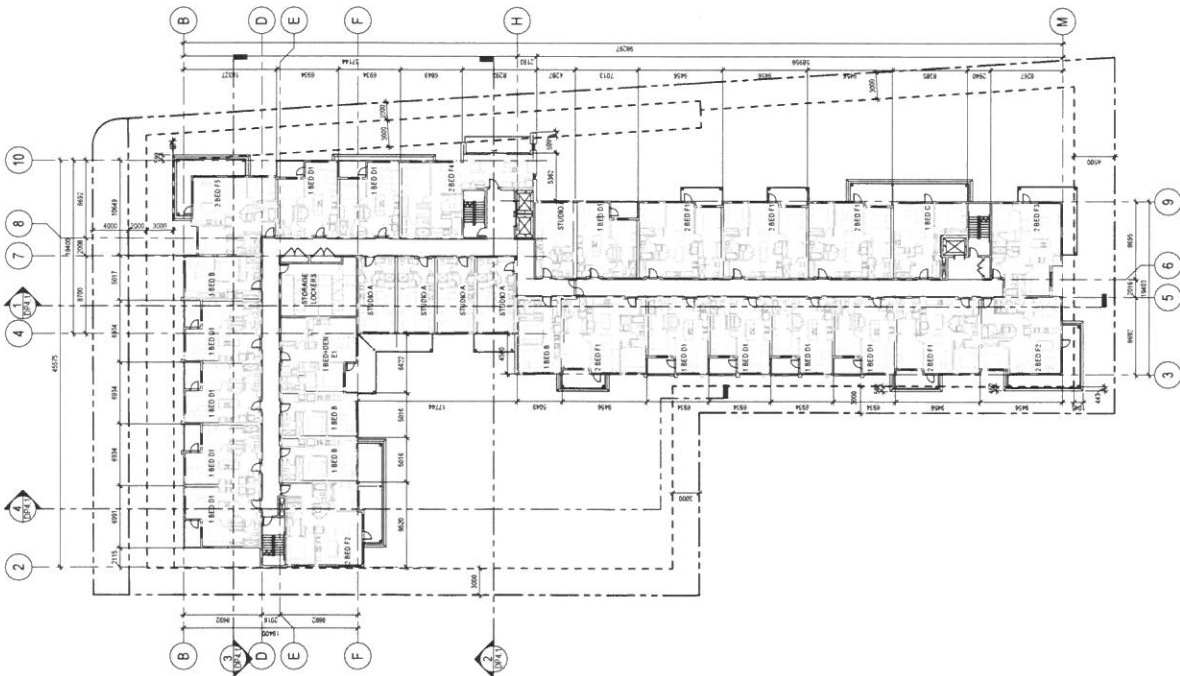
PROJECT ADDRESS
1575 BERNARD AVE
CALGARY, ALBERTA
T2C 1S6

TITLE
**FLOOR PLAN -
LEVEL 5-6 & ROOF**

PROJECT NO.	DRAWN	CHECKED
225265	AJW	CHW
DRAWING NO.	REVISION NO.	
DP2.3	2	



ROOF PLAN
SCALE: 1/32"



LEVEL 5-6
SCALE: 1/32"



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NOTE

CONTRACTOR TO CHECK AND VERIFY ALL DIMENSIONS ON THE JOB. ANY DISCREPANCY OR OMISSIONS OR ANOMALIES SHOULD BE REPORTED TO THE ARCHITECT IMMEDIATELY. DRAWINGS MUST BE BROUGHT TO THE ATTENTION OF THE ARCHITECT BEFORE PROCEEDING.

2	REVISED PLAN	2023-07-11
1	ISSUED FOR DP	2023-05-18
A	OFFICIAL REVIEW SET	2023-05-18
NO	ISSUE REVISION	DATE

NOT FOR CONSTRUCTION

PROJECT

1575 BERNARD AVE

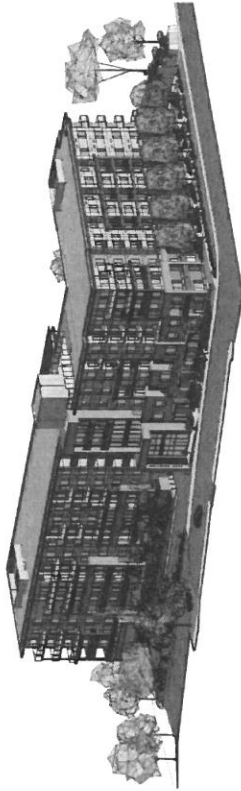
PROJECT ARCHITECT
ZEIDLER ARCHITECTURE
CALGARY, AB T2P 1G7

FILE

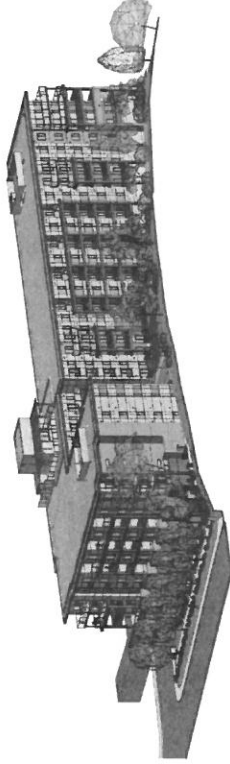
3D VIEWS

PROJECT NO	DRAWN	CHECKED
22-003	Ashley	Chris
DRAWING NO	DATE	RESPONSIBLE

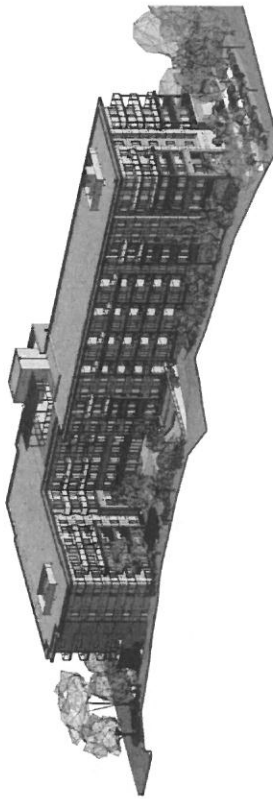
DP3.3



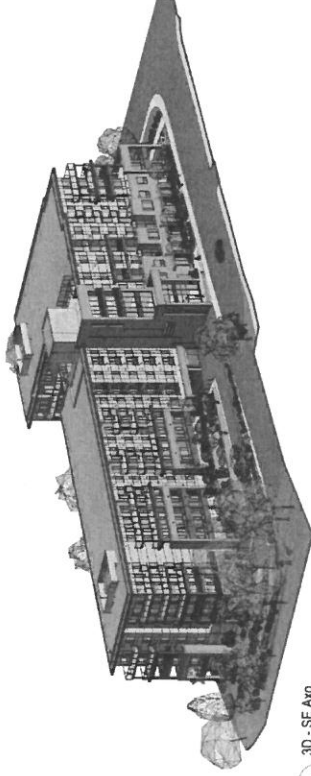
1 3D - NE AXO
DP3.3 SCALE



3 3D - NW AXO
DP3.3 SCALE



2 3D - SW AXO
DP3.3 SCALE



4 3D - SE AXO
DP3.3 SCALE



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Calgary, AB T2P 1G7
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NOTE

CONTRACTOR ZEIDLER ARCHITECTURE INC.
CONTRACTOR MUST CHECK AND SIGN ALL DIMENSIONS ON
THE JOB AND ACCURACY OF CONTRACTOR'S INFORMATION
DRAWINGS MUST BE PROVIDED TO THE ATTENTION OF THE
ARCHITECT BEFORE PROCEEDING.

2	REVISED PLANS	2023-02-21
1	ISSUED FOR CP	2023-04-18
A	OFFICIAL REVIEW SET	2023-10-18
	NO. REVISED PERIOD	DATE

NOT FOR CONSTRUCTION

PROJECT
1575 BERNARD AVE

PROJECT ADDRESS
1575 BERNARD AVE
CALGARY, BC T1T 0R4

TITLE
3D VIEWS

PROJECT NO.	DRAWN	CHECKED
222585	Albin	Chen
DRAWING NO.		REVISION NO.

DP3.4

