

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:

Dilworth Shopping Centre Ltd.
(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 [2331, 2335, 2341 and 2345 Hwy 97 N] legally described as PID: 011-868-066, Lot A, DLs 126 & 532, ODYD, Plan 40108 [legal description] (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 its best efforts to ensure that the Project is constructed, maintained, operated and used in a fashion that will be consistent with and will foster the objectives of the revitalization tax exemption program, as outlined in the City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561. Without limiting the generality of the foregoing, the Owner covenants to use its best efforts to ensure that the Project will:
 - a. Dilworth Shopping Centre Ltd. Plans to construct four (4) – six (6) storey mixed use wood frame buildings comprised of ~15,000 square feet of commercial space and ~347,000 square feet of secured market rental housing. The development will be comprised of 490 purpose built rental units with 515 parking stalls.
 - b.
 - c.

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:
 - a) For Purpose-Built Rental Housing Projects within the Core Area, Glenmore Valley Village Centre and University South Village Centre as defined by the OCP, 100% of the Revitalization Amount on the parcel, for projects that are subject to a Housing Agreement (for a minimum of 10 years) and where the proposed project is in compliance with the OCP Future Land Use designation at the time of Revitalization Tax Exemption application.
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.
 - c. If the Owner is subject to an operating agreement with the Provincial Rental Housing Corporation and is not in compliance with the operating agreement.

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

- 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:

[Insert name and address of owner]

Dilworth Shopping Centre LTD.

Attention: Marcus Jaheny
Phone: 604-699-5248
Email: marcusj@petersonbc.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 DILWORTH SHOPPING CENTE LTD. by its
Authorized signatories:


Name: Paul McIntyre

Name:

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

SCHEDULE A

This forms part of application
DP21-0155



City of
Kelowna
DEVELOPMENT PLANNING

Planner
Initials **WM**

Peterson

CLIENT
IBI GROUP CONSULTANTS
1000 WESTERN AVENUE
SUITE 100
VICTORIA, BC V8M 3T5
TEL: 250-363-1111
WWW.IBICONSULTANTS.COM

REGISTRATION NO. 2022-03-02
THIS RESPONSE PACKAGE: 2022-03-02

REPLAN

CONSULTANTS

SCALE

IBI GROUP CONSULTANTS
1000 WESTERN AVENUE
SUITE 100
VICTORIA, BC V8M 3T5
TEL: 250-363-1111
WWW.IBICONSULTANTS.COM

PROJECT
DILWORTH CENTRE
#2339 HIGHWAY #7N
KELOWNA BC
V1X 4H6

PROJECT NO.
133204

CHECKED BY:
LM

DRAWN BY:
AD

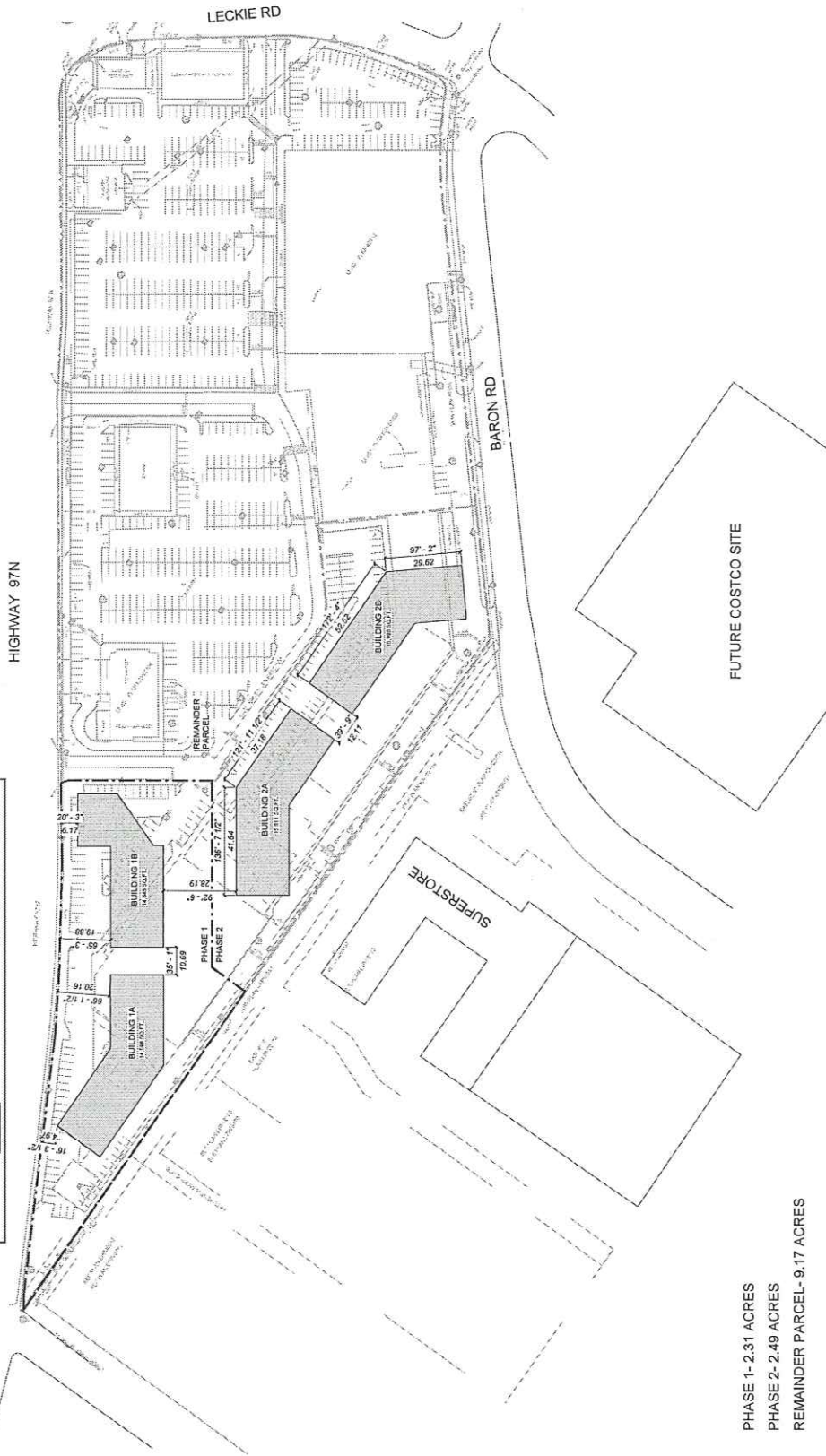
PROJECT MGR:
AD

APPROVED BY:
AD

SHEET TITLE
SUBJECT PROPERTY

SHEET NUMBER
A01.08

ISSUE
A



PHASE 1- 2.31 ACRES
PHASE 2- 2.49 ACRES
REMAINDER PARCEL- 9.17 ACRES

1. SUBJECT PROPERTY PLAN
Scale: 1/8" = 1'-0"

Dilworth Mall - PHASE 1

GENERAL INFORMATION	RESIDENTIAL UNIT COUNT
Project Name: Dilworth Mall - Phase 1	Phase 1A: 135
Client: Residential & Commercial	Phase 1B: 146
Site Address: 720 St. Johns St	TOTAL: 281
Lot Area: 2,217 sq m	
Site Area: 1,352 sq m	
Height: 17	
Use: Residential	

AREA DETAILS
Phase 1A: 135
Phase 1B: 146
TOTAL: 281

PERMITS REQUIRED
City: 2
Province: 1
Federal: 0
Total: 3

BUILDING 1A				BUILDING 1B			
LEVEL	RES	SOFFIT	SOFFIT	RES	SOFFIT	SOFFIT	CIRCULATION
Floor 1	25	25	25	25	25	25	25
Floor 2	25	25	25	25	25	25	25
Floor 3	25	25	25	25	25	25	25
Floor 4	25	25	25	25	25	25	25
Floor 5	25	25	25	25	25	25	25
Floor 6	25	25	25	25	25	25	25
TOTAL	150	150	150	150	150	150	150

PURPOSE
Residential: 281
Commercial: 0
Community: 0
Total: 281

Type of Units	Per Unit	
	Per Unit	Total
1 Bed	90	126
2 Bed	120	168
3 Bed	70	196
4 Bed	0	0
5 Bed	0	0
Total	280	490

PARKING REQUIRED
Per Unit: 1.2
Total Required: 336
Per Unit: 1.2
Total Provided: 281
Shortfall: 55

PARKING PROVIDED
Comm: 0
Res: 281
Other: 0
Total: 281

LEVELS
Level: 1
Level: 2
Level: 3
Level: 4
Level: 5
Level: 6
Level: 7
Level: 8
Level: 9
Level: 10
Total: 10

PERMITS REQUIRED
City: 2
Province: 1
Federal: 0
Total: 3

TOTAL JAC-IB
Residential: 281
Commercial: 0
Community: 0
Total: 281

CONSULTANT'S PROFESSIONAL OATH
I, the undersigned, being a duly qualified and licensed professional member of the Institution of Engineers, Alberta, do hereby certify that the contents of this drawing were prepared by me or under my direct supervision and I am a duly qualified and licensed member of the Institution of Engineers, Alberta.

DATE: 2022-03-04
SIGNATURE: [Signature]

PROJECT
DILWORTH CENTRE
#2339 HIGHWAY 97N
RELOWNA, BC
V1K 4T8

CLIENT
STATISTICS-1A & 1B

CONSULTANTS
IBI CONSULTANTS GROUP
ARCHITECTURE + INTERIOR DESIGN
100 - 10th Avenue SW
Calgary, Alberta T2C 0G7

PROJECT NO.
100004

DRAWN BY:
LM

CHECKED BY:
LM

PROJECT NO.:
100004

DATE OF ISSUE:
2022-03-04

ISSUE
A1.01 - PH1

SHEET NUMBER
A

ZONING ANALYSIS - PHASE 1
(ALL DIMENSIONS IN METRIC)

SITE DETAILS	REQUIRED	PROVIDED
SITE AREA (SQUARE METRES)	450	9,335
SITE WIDTH	13.0 M	204.6 M
SITE DEPTH	30.0 M	58.3 M
MAX SITE COVERAGE OF BUILDING (%)	75%	30%

DEVELOPMENT REGULATIONS	REQUIRED	PROVIDED
TOTAL NUMBER & TYPES OF UNITS	N/A	233
FLOOR AREA (GROSS/NET)	1.7	1.64
FLOOR AREA RATIO (FAR)	18M/6 STOREY	17.68 M
BUILDING HEIGHT (STOREYS/METRES)	6.8/21	0.8/4
BUILDING SETBACK	0.0 M	0.0 M
SETBACKS TO PARKING	7.0 M	7.0 M
NUMBER OF BICYCLE PARKING SPACES	238	212
PRIVATE OPEN SPACE AREA (SQUARE METRES)	298	755

<p>Per Unit: 1.2 per unit Per Unit: 1.2 per unit Per Unit: 1.2 per unit Per Unit: 1.2 per unit Per Unit: 1.2 per unit Per Unit: 1.2 per unit Per Unit: 1.2 per unit Per Unit: 1.2 per unit Per Unit: 1.2 per unit Per Unit: 1.2 per unit</p>
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Level	Use	Area (sq m)	Height (m)	Volume (cu m)
Floor 1	Residential	450	3.0	1350
Floor 2	Residential	450	3.0	1350
Floor 3	Residential	450	3.0	1350
Floor 4	Residential	450	3.0	1350
Floor 5	Residential	450	3.0	1350
Floor 6	Residential	450	3.0	1350
Floor 7	Residential	450	3.0	1350
Floor 8	Residential	450	3.0	1350
Floor 9	Residential	450	3.0	1350
Floor 10	Residential	450	3.0	1350
Total		4500	30.0	13500

DILWORTH CENTRE

#2339 HIGHWAY 97N
 KELOWNA, BC
 V1X 4H9

ATTACHMENT C

This forms part of application

DP21-0155



City of

Kelowna
 DEVELOPMENT PLANNING

Planner
 Initials **WM**

Applicant Name & Consultant List



Sheet List - PHASE 1, DP	
07.1 Development Permit	Cover Page
A0.07A-PH1	DESIGN RATIONALE
A0.07B-PH1	DESIGN RATIONALE
A0.07C-PH1	DESIGN RATIONALE
A0.07D-PH1	DESIGN PRECEDENTS
A0.07E-PH1	DESIGN PRECEDENTS
A0.07F-PH1	DESIGN PRECEDENTS
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A1.00-PH1	DESIGN PRECEDENTS

Peterson

TRS RESPONSE PACKAGE - FEBRUARY 2, 2022

Project No: 133304

IBI
 IBI GROUP
 ARCHITECTS (CANADA) INC.
 700 - 1285 West Pender Street
 Vancouver BC V6E 4B1 Canada
 tel 604 683 8797 fax 604 683 0492
 ibigroup.com

Design Rationale - Phase 2

Peterson Group developments has submitted to the City of Kelowna a Master Plan of Development (MDP) application for the approximately 1.9 ha western portion of the "Dilworth Centre" site at 2339 Highway 97. The larger MDP proposes four six-storey buildings built over two phases of construction.

The Dilworth Centre re-development is envisioned as a vibrant, complete, mixed-use community in Midtown Kelowna. Improvements to the streetscape, landscape, block structure and public amenities, as well as the introduction of new building forms to the area, will enhance this location as a convenient, desirable, beautiful place to live, work, shop, and play.

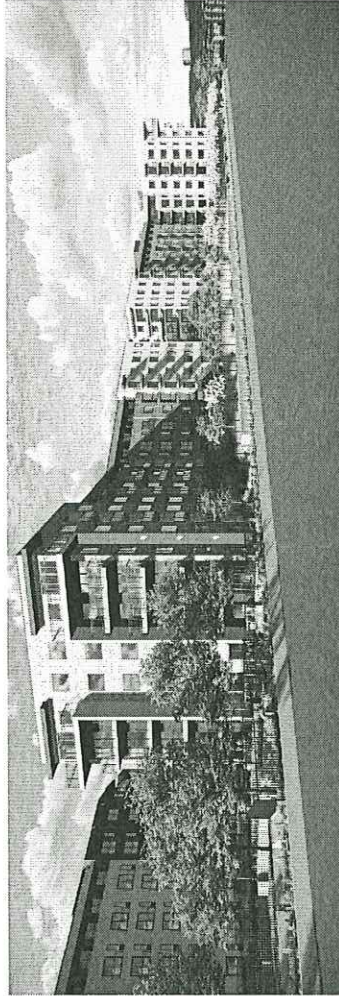
Together, both phases will provide a total of 490 residential units in townhouse and apartment forms, ranging from studio to three bedrooms. 15,000 sq. ft. of retail, and an additional 8,000 sq. ft. of indoor amenity space.



Location Plan

IBI Group is please to submit on behalf of Peterson Group this Development Permit Application for Phase 2 of the Dilworth Mall MDP. The intent of this DP is to permit the redevelopment Phase 2, transforming a low density strip-mall retail corridor into a mixed use block with anchor commercial uses, ground-oriented townhouses and residential housing on levels two through six.

Phase 2 includes an extensively landscaped ground plane with a mixture of private amenities, public and semi-public spaces. The internal streets are lined with townhouse stoops and lobby entries to maintain an active street realm. The scale, frontage, and setbacks of the new building indicate to drivers that pedestrians and cyclists are prioritized in this area, and to reduce their speed as they come of from the highway onto a multi-modal shared street with residences above.



Western Elevation of Phase 2

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IBI Group Architects & Engineers Inc.

NO.	DESCRIPTION	DATE
A	THIS RESPONSE PACKAGE	2022.03.29

KEY PLAN

CONSULTANTS

SEAL



PRIME CONSULTANTS
IBI
 GROUP INC.
 2339 HIGHWAY 97 N
 KELLOWNA, BC
 V1Y 4B9

PROJECT
 DILWORTH CENTRE
 #2339 HIGHWAY 97N
 KELLOWNA, BC
 V1Y 4B9

DRAWN BY: LM
 CHECKED BY: LM
 PROJECT NO: 2339-02-01
 SHEET NO: 01

SHEET TITLE
 DESIGN RATIONALE

SHEET NUMBER
 A0.01A-PH2

ISSUE
 A

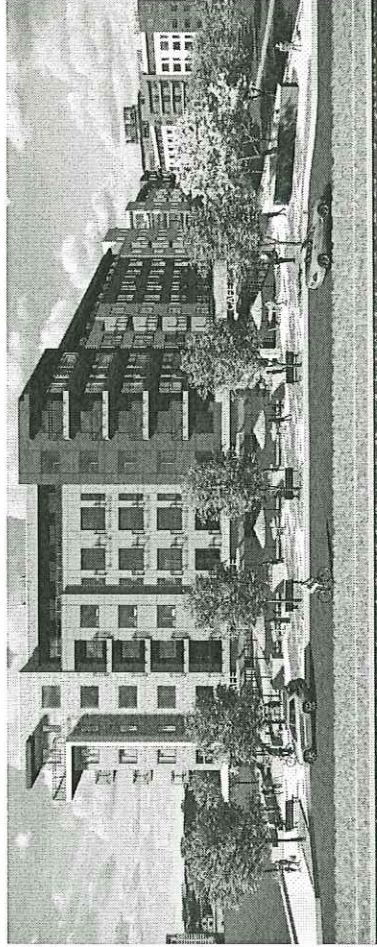
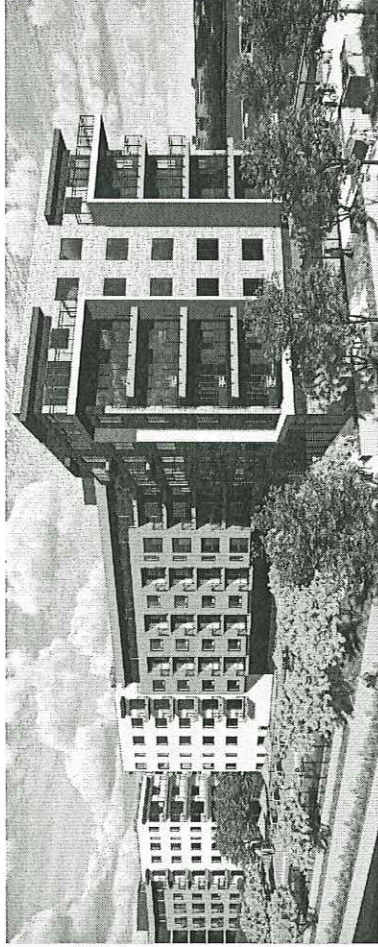
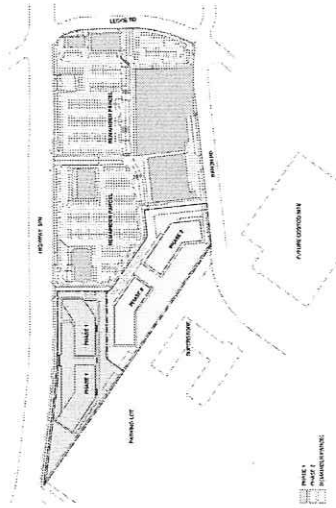
Design Rationale

Density

The C4 zone permits a baseline mixed use density of 1.3 FAR. An additional 0.2 FAR density bonus is available for projects where parking is provided beneath habitable space. Residential parking for both phases of the Dilworth Mall Redevelopment is proposed entirely below grade to maximize private open space at grade. The proposed project proposed 1.7 FAR across both phases.

Phasing Plan

Phase 2 includes buildings 2a and 2b, the revitalization of the existing internal street and a new vehicle and pedestrian connection to Baron Road. Approximately 3,000 sq. ft. of indoor amenity space is included in Phase 2, a south-west retail anchor space and adjacent public plaza. The anchor retail in Phase 2 provides a 100% commercial frontage along Baron Road.



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Peterson

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 1111 12th Avenue SW, Suite 100
 Kelowna, BC V1Y 1X4, Canada
 Tel: 250-860-1111
 Fax: 250-860-1112
 Email: info@petersonarch.com

ISSUE	DESCRIPTION	DATE
A	THE RESPONSE PACKAGE	2022.02.02

KEY PLAN

CONSULTANTS

SEAL



PRIME CONSULTANT
IBI GROUP
 ARCHITECTURE & INTERIOR DESIGN INC.
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 Kelowna, BC V1Y 1X4, Canada
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PROJECT
DILWORTH CENTRE
 #2339 HIGHWAY 97N
 KELOWNA, BC
 V1Y 1X4

PROJECT NO.	CHECKED BY:
ISSUE NO.	DATE
DESIGNER:	DATE
PROJECT NAME:	APPROVED BY:
PROJECT NO.:	DATE
SHEET TITLE	
DESIGN RATIONALE	

SHEET NUMBER
A0.01B-PH2

ISSUE
A

CLIENT

Peterson

CONTRACT
 The undersigned hereby certifies that the information contained herein is true and correct to the best of their knowledge and belief, and that they are duly qualified to provide the services described herein. This certificate is not intended to constitute a warranty of any kind, and it is not to be construed as such. The undersigned shall not be held liable for any damages, including reasonable attorneys' fees, arising out of or from the use of the information contained herein, whether or not such damages are foreseeable, and whether or not the undersigned was negligent in the preparation of the information contained herein. This certificate is not intended to constitute a warranty of any kind, and it is not to be construed as such. The undersigned shall not be held liable for any damages, including reasonable attorneys' fees, arising out of or from the use of the information contained herein, whether or not such damages are foreseeable, and whether or not the undersigned was negligent in the preparation of the information contained herein.

ISSUE	DESCRIPTION	DATE
A	TIB RESPONSE PACKAGE	2022.07.22

KEY PLAN

CONSULTANTS

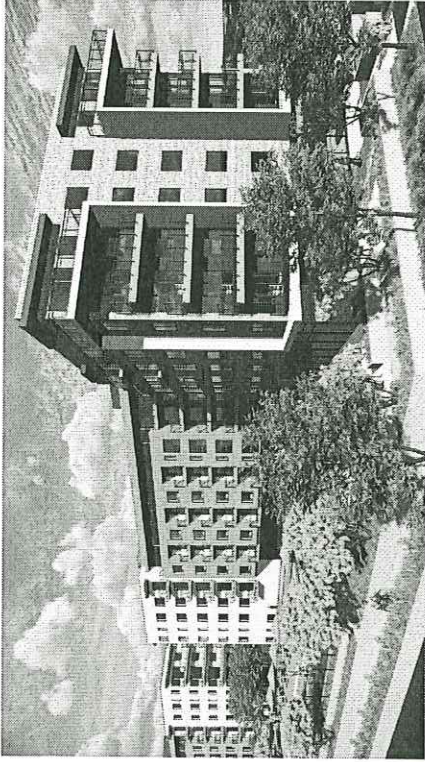
SEAL



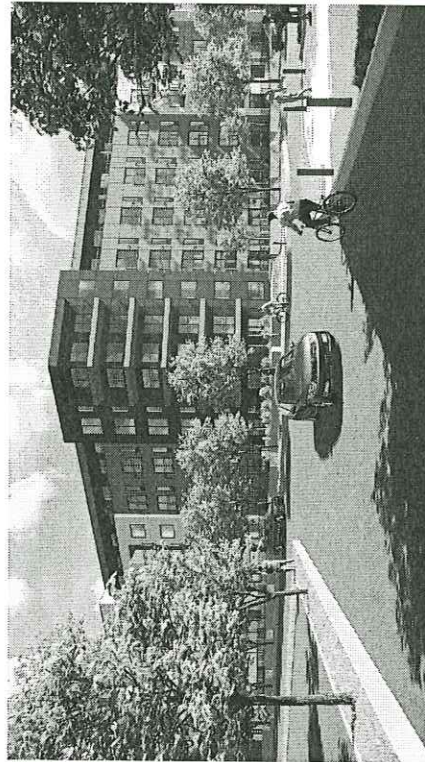
PROJECT NO. 2022-03-29
 PROJECT NAME: DILWORTH CENTRE
 PROJECT ADDRESS: #2330 HIGHWAY 97N, KELOWNA, BC V1Y 4H9

PROJECT NO. 2022-03-29
 DRAWN BY: LM
 CHECKED BY: LM
 PROJECT MGR: LM
 APPROVED BY: LM
 SHEET TITLE: 3D MASSING SKETCH- 2A & 2B

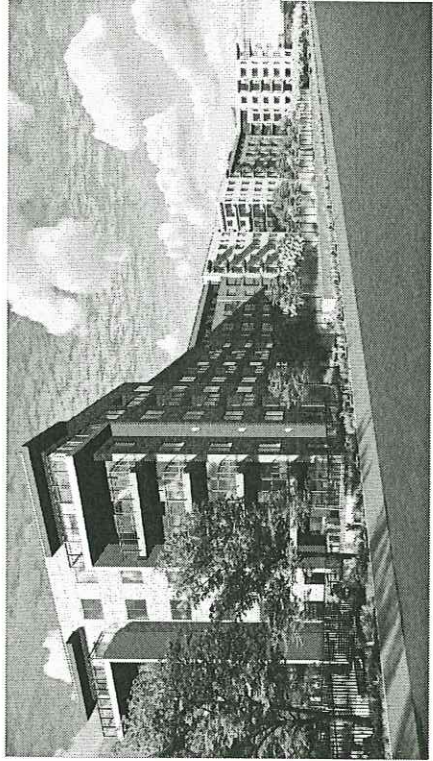
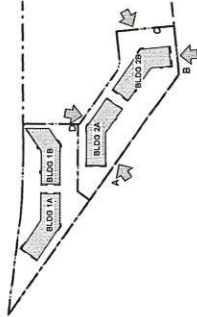
SHEET NUMBER: AS.01- PH2
 ISSUE: A



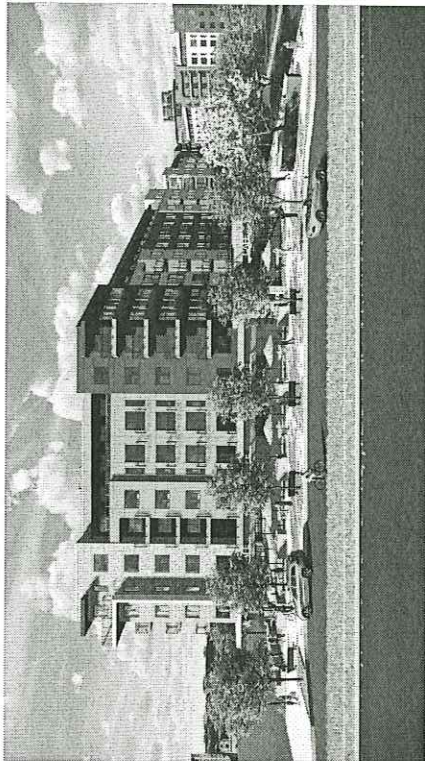
VIEW B



VIEW D



VIEW A



VIEW C