

Development Permit & Development Variance Permit

DP21-0132 / DVP21-0133



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

1885 High Road & 810 Glenmore Drive

and legally known as

Lot A Section 29 Township 26 ODYD Plan KAP58828, Lot 2 Section 29 Township 26 ODYD Plan 4101 and THAT PART OF ROAD DEDICATED ON PLAN 896 SECTION 29 TOWNSHIP 26 ODYD, SHOWN AS ROAD TO BE CLOSED ON PLAN EPP128151

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

Apartment Housing

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

Date of Council Approval: November 21st, 2023

Development Permit Area: Form and Character DP

Existing Zone: MF3r – Apartment Housing Rental Only

Future Land Use Designation: C-NHD – Core Area Neighbourhood

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

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: Polar Projects Development Group

Applicant: Dionne Delesalle – Polar Projects Development Group

Jocelyn Black
Urban Planning Manager
Planning & Development Services

Date of Issuance

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

THAT Council authorizes the issuance of Development Permit No. DP21-0132 and Development Variance Permit No. DVP21-0133 for Lot A Section 29 Township 26 ODYD Plan KAP58828, Lot 2 Section 29 Township 26 ODYD Plan 4101 and THAT PART OF ROAD DEDICATED ON PLAN 896 SECTION 29 TOWNSHIP 26 ODYD, SHOWN AS ROAD TO BE CLOSED ON PLAN EPP128151 located at 1885 High Road and 810 Glenmore Drive Kelowna, BC, subject to the following:

- 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";
- d) The applicant be required to post with the City a Landscape Performance Security deposit in the amount of 125% of the estimated value of the Landscape Plan, as determined by a Registered Landscape Architect;

AND THAT variances to the following section[s] of Zoning Bylaw No. 12375 be granted:

Table 7.2: MF3 – Tree & Landscaping Planting Requirements

To vary the minimum growing medium area from 75% soil based landscaping required to 65% soil based landscaping proposed.

Section 7.2.3(a): Site Layout, Landscaping Standards

To vary a driveway within a landscape area from being permitted to cross the landscape area to being permitted to reduce a portion of the landscape area on the southern property line.

Section 13.5: MF3 – Development Regulations

To vary the minimum building setback from 3.0m required to 0.6m proposed.

AND FURTHER THAT this Development Permit is valid for two (2) years from the date of Manager approval, with no opportunity to extend.

3. PERFORMANCE SECURITY

As a condition of the issuance of this Permit, Council is holding the security set out below to ensure that development is carried out in accordance with the terms and conditions of this Permit. Should any interest be earned upon the security, it shall accrue to the Developer and be paid to the Developer or his or her designate if the security is returned. The condition of the posting of the security is that should the Developer fail to carry out the development hereby authorized, according to the terms and conditions of this Permit within the time provided, the Municipality may use enter into an agreement with the property owner of the day to have the work carried out, and any surplus shall be paid over to the property owner of the day. Should the Developer carry out the development as per the conditions of this permit, the security shall be returned to the Developer or his or her designate following proof of Substantial Compliance as defined in Bylaw No. 12310. There is filed accordingly:

- a) An Irrevocable Letter of Credit **OR** certified cheque **OR** a Surety Bond in the amount of **\$158,324.69**

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

4. INDEMNIFICATION

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

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

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

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

DRAFT

1885 HIGH ROAD

KELOWNA, BC

PROJECT # 2102

SCHEDULE A

This forms part of application
DP21-0132 DVP21-0133

Planner Initials **TC**

City of Kelowna
DEVELOPMENT PLANNING




CIVIC ADDRESS: 1885 HIGH RD AND 810 GLENMORE DRIVE, KELOWNA, BC, V1Y 4G3
LEGAL DESCRIPTION: PLAN KAP4101 LOT 2 SECTION 29 TOWNSHIP 26;
 PLAN KAP58828 LOT A SECTION 29 TOWNSHIP 26 FACILITY NAME SS411

RE-ISSUED FOR REZONING, DEVELOPMENT PERMIT & DEVELOPMENT VARIANCE PERMIT

AUGUST 4, 2023

CONTACT LIST	
CLIENT	POLAR PROJECTS DEV GROUP 1165 20TH ST W, NORTH VANCOUVER, V7P 2B6 TEL: (604) 726-7760 CONT: DIONNE DELESALLE
ARCHITECT	COLIN HARPER ARCHITECT 302-666 COOK STREET, VICTORIA, BC, V8V 3Y7 TEL: 778-584-0582 CONT: COLIN HARPER
LANDSCAPE ARCHITECT	ECORA 2045 ENTERPRISE WAY, KELOWNA, BC, V1Y 9T5 TEL: 250-469-9757 CONT: FIONA BARTON
SURVEY	BENNETT LAND SURVEY #201 - 1470 ST. PAUL STREET KELOWNA, BC, V1Y 2E6 TEL: 250-763-5711 CONT: WAYNE BROWN
MECHANICAL	REINBOLD ENGINEERING 301-1664 RICHTER STREET KELOWNA, BC, V1Y 8N3 TEL: 250-763-1049 CONT: TONY PAGNOTTA

DRAWING LIST	
ARCHITECTURAL	A000 COVER SHEET A101 PARKING PLAN A201 SITE PLAN / LEVEL 1 A202 LEVEL 2 A203 LEVEL 3 A204 LEVEL 4 A205 LEVEL 5 A206 ROOF LEVEL A210 UNIT PLANS A211 UNIT PLANS A212 UNIT PLANS A213 UNIT PLANS A214 UNIT PLANS A301 ELEVATIONS A302 MATERIAL BOARD A401 SECTIONS A901 AERIAL CONTEXT AND SITE STRATEGY A902 PERSPECTIVE VIEWS
LANDSCAPE	L1 LANDSCAPE PLAN - AT GRADE L2 LANDSCAPE PLAN - ROOF L3 WATER CONSERVATION / IRRIGATION PLAN - AT GRADE L4 WATER CONSERVATION / IRRIGATION PLAN - ROOF



CONTEXT PLAN AND EXISTING UTILITIES

N.T.S.

1885 HIGH ROAD - ZONING DATA (MF3 - 5 STOREY)
 PR. #: 2102
 DATE: August 4, 2023

PROPERTY INFORMATION
 PROJECT ADDRESS: 1885 HIGH ROAD AND 810 GLENMORE DRIVE, KELOWNA, BC
 LEGAL DESCRIPTION: PLAN KAP4101 LOT 2 SECTION 29 TOWNSHIP 26
 EXISTING: G2 AND RU1; PROPOSED: MF3
 DPA: 1% FORM AND CHARACTER

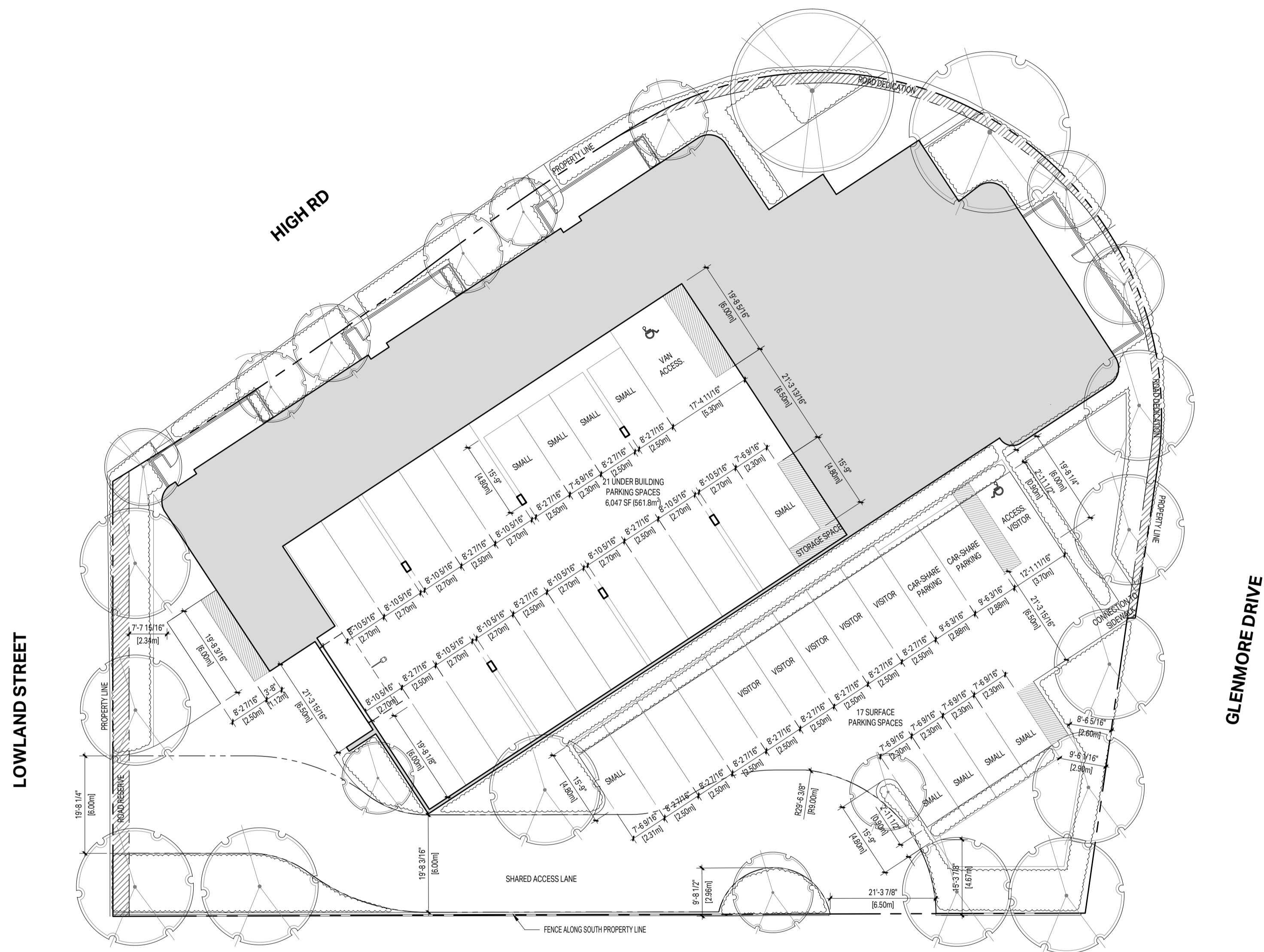
ZONING	DEVELOPMENT PERMIT AREA	ALLOWED/REQUIRED (MF3)	PROPOSED	
ZONING DATA	LOT AREA	1,400 m ² 15,989.5 sq.ft.	2,656.4 m ² 28,593 sq.ft.	
	LOT WIDTH	30.0 m 98.4 ft.	59.6 m 195.5 ft.	
	LOT DEPTH	30.0 m 98.4 ft.	51.5 m 169.0 ft.	
	NET FLOOR AREA	5,978.5 m ² 64,348.0 sq.ft.	3,345.5 m ² 36,010.2 sq.ft.	
	GROSS FLOOR AREA	NA	4,063.7 m ² 43,743.6 sq.ft.	
	EFFICIENCY	2.1	1.26	
	FLOOR AREA RATIO	65%	47%	
	SITE COVERAGE %	85%	75%	
	HEIGHT OF BUILDING	22 m 72.2 ft.	17.7 m 58.1 ft.	
	NUMBER OF STOREYS	5	5	
	COMMON AMENITY SPACE	830.0 m ² 8,934.0 sq.ft.	839.8 m ² 9,036.4 sq.ft.	
PARKING	VEHICLE BASE PARKING	52	32	
	10% RENTAL REDUCTION BIKE PARKING INCENTIVE	-5	-	
	CAR SHARE INCENTIVE	-10	-	
	TOTAL VEHICLE PARKING	37	32	
	VEHICLE PARKING - ACCESSIBLE (INCLUDED IN TOTAL)	1	1	
	VEHICLE PARKING - ACCESSIBLE VAN (INCLUDED IN TOTAL)	1	1	
	TOTAL VISITOR PARKING (10% RENTAL REDUCTION IN VISITOR PARKING)	0	0	
	VEHICLE VISITOR PARKING - ACCESSIBLE (INCLUDED IN TOTAL)	1	1	
	REGULAR SIZE VEHICLE PARKING	19	21	
	ON-SITE CAR SHARE PARKING STALL (INCLUDED IN TOTAL)	2	2	
	LONG TERM BICYCLE PARKING (INCLUDING BONUS LONG TERM)	69	70	
	SHORT TERM BICYCLE PARKING	10	10	
	GROUND ANCHORED BIKE PARKING	42	44	
		61%	63%	
BUILDING SETBACKS	ALLOWED/REQUIRED	PROPOSED		
	HIGH RD (FRONT YARD) - 1ST STOREY	2.00 m 6.56 ft.	2.00 m 6.56 ft.	
	HIGH RD (FRONT YARD) - 2ND TO 4TH STOREY	4.50 m 14.76 ft.	5.96 m 19.55 ft.	
	HIGH RD (FRONT YARD) - 5TH STOREY	4.50 m 14.76 ft.	6.84 m 22.44 ft.	
	GLENMORE (FLANKING SIDE YARD) - 1ST STOREY	2.00 m 6.56 ft.	2.00 m 6.56 ft.	
	GLENMORE (FLANKING SIDE YARD) - 2ND TO 4TH STOREY	4.50 m 14.76 ft.	4.53 m 14.86 ft.	
	GLENMORE (FLANKING SIDE YARD) - 5TH STOREY (FLANKING SIDE YARD)	4.50 m 14.76 ft.	11.29 m 37.03 ft.	
	LOWLAND (FLANKING SIDE YARD) - 1ST STOREY	2.00 m 6.56 ft.	2.00 m 6.56 ft.	
	LOWLAND (FLANKING SIDE YARD) - 2ND TO 4TH STOREY	4.50 m 14.76 ft.	6.85 m 22.47 ft.	
	LOWLAND (FLANKING SIDE YARD) - 5TH STOREY	4.50 m 14.76 ft.	7.31 m 23.98 ft.	
	SOUTH LOT LINE (REAR YARD) - 1ST STOREY	4.50 m 14.76 ft.	6.16 m 20.20 ft.	
	SOUTH LOT LINE (REAR YARD) - 2ND TO 4TH STOREY	4.50 m 14.76 ft.	5.27 m 17.29 ft.	
	SOUTH LOT LINE (REAR YARD) - 5TH STOREY	4.50 m 14.76 ft.	6.30 m 20.67 ft.	
UNIT COUNT AND MIX	COUNT MIX			
	BACHELOR	12 24%		
	1 BR	21 42%		
	2 BR	13 26%		
	3 BR	4 8%		
	TOTAL	50		
REQUIRED COMMON AND PRIVATE AMENITY SPACE	AREA PER UNIT TOTAL			
	BACHELOR	7.5 m ² 80.0 m ²		
	1 BEDROOM	18.0 m ² 315.0 m ²		
	> 1 BEDROOM	25.0 m ² 425.0 m ²		
	TOTAL	830.0 m ² 8934 sq.ft.		
PROPOSED COMMON AND PRIVATE AMENITY SPACE	AREA PER UNIT TOTAL			
	LEVEL 1	178.1 m ² 1,895.2 SF		
	LEVEL 2	196.8 m ² 2,118.3 SF		
	LEVEL 3	63.4 m ² 682.9 SF		
	LEVEL 4	65.1 m ² 701.2 SF		
	LEVEL 5	113.9 m ² 1,225.8 SF		
	ROOF	224.8 m ² 2,416.3 SF		
	TOTAL	839.8 m ² 9,036.4 SF		
REQUIRED COMMON AREA ACCESSIBLE TO ALL RESIDENTS	AREA PER UNIT TOTAL			
	TOTAL UNIT COUNT	4.0 m ² 200.0 m ²		
	TOTAL COMMON AREA	2152.8 sq.ft.		
PROPOSED COMMON AREA ACCESSIBLE TO ALL RESIDENTS	AREA PER UNIT TOTAL			
	LEVEL 1	145.5 m ² 1,566.1 SF		
	ROOF	224.8 m ² 2,416.3 SF		
	TOTAL	370.3 m ² 3,982.4 SF		
VARIANCES	ALLOWED/REQUIRED	PROPOSED	VARIANCE	
	HIGHROAD STEPBACK	3.00 m 9.84 ft.	0.80 m 1.97 ft.	2.4 m 7.87 ft.
	REAR YARD LANDSCAPE AREA	3.00 m 9.84 ft.	0.22 m 0.72 ft.	2.8 m 9.12 ft.

COLIN HARPER ARCHITECT | 302-666 COOK STREET, VICTORIA, BC | 778-584-0582 | CHARPER@CHARCH.CA | CHARCH.CA

1. THIS DOCUMENT HAS BEEN DIGITALLY CERTIFIED WITH DIGITAL CERTIFICATE AND ENCRYPTION TECHNOLOGY AUTHORIZED BY THE ARCHITECTURAL INSTITUTE OF BC AND THE ENGINEERS AND GEOSCIENTISTS BC. THE AUTHENTICATIVE ORIGINAL HAS BEEN TRANSMITTED TO YOU IN DIGITAL FORM. ANY PRINTED VERSION CAN BE RELIED UPON AS A TRUE COPY OF THE ORIGINAL WHEN SUPPLIED BY THE ARCHITECT, BEARING IMAGES OF THE PROFESSIONAL SEAL AND DIGITAL CERTIFICATE, OR WHEN PRINTED FROM THE DIGITALLY-CERTIFIED ELECTRONIC FILE PROVIDED BY THE ARCHITECT.

302-666 COOK STREET
 VICTORIA, BC, V8V 3Y7
 778-584-0582
 info@charch.ca
 charch.ca





1 PARKING PLAN

1:200

SCHEDULE A

This forms part of application
 # DP21-0132 DVP21-0133

Planner Initials **TC**

City of Kelowna
 DEVELOPMENT PLANNING

Copyright reserved. All parts of this drawing are the exclusive property of Colin Harper Architect and shall not be used without the Architect's written permission. All dimensions shall be verified by the Contractor before commencing work.

SEAL

2023-08-04

NORTH ARROW

NOTES

- THIS DOCUMENT HAS BEEN DIGITALLY CERTIFIED WITH DIGITAL CERTIFICATE AND ENCRYPTION TECHNOLOGY AUTHORIZED BY THE ARCHITECTURAL INSTITUTE OF BC AND THE ENGINEERS AND GEOSCIENTISTS BC. THE AUTHENTIC ORIGINAL HAS BEEN TRANSMITTED TO YOU IN DIGITAL FORM. ANY PRINTED VERSION CAN BE RELIED UPON AS A TRUE COPY OF THE ORIGINAL WHEN SUPPLIED BY THE ARCHITECT BEARING IMAGES OF THE PROFESSIONAL SEAL AND DIGITAL CERTIFICATE, OR WHEN PRINTED FROM THE DIGITALLY CERTIFIED ELECTRONIC FILE PROVIDED BY THE ARCHITECT.

OWNER/CLIENT: POLAR PROJECTS DEVELOPMENT GROUP
 (604)726-7760

NO.	REVISION	MD/Y
06	RE-ISSUED FOR REZONING, DP & DVP	08/04/2023
05	ISSUED FOR CLIENT REVIEW	07/31/2023
04	RE-ISSUED FOR REZONING, DP & DVP	10/25/2022
03	ISSUED FOR CITY REVIEW	03/30/2022
02	RE-ISSUED FOR REZONING, DP & DVP	02/28/2022
01	ISSUED FOR REVIEW	01/25/2022

PROJECT NAME

**1885 HIGH RD
 KELOWNA, BC**

PROJECT ADDRESS:

1885 HIGH RD AND 805 GLENMORE DR
 KELOWNA, BC, V1Y 4G3

CHA
 COLIN HARPER ARCHITECT
 302-666 Cook Street, Victoria, BC, V8V 3Y7
 778-584-0582 | info@charch.ca | charch.ca

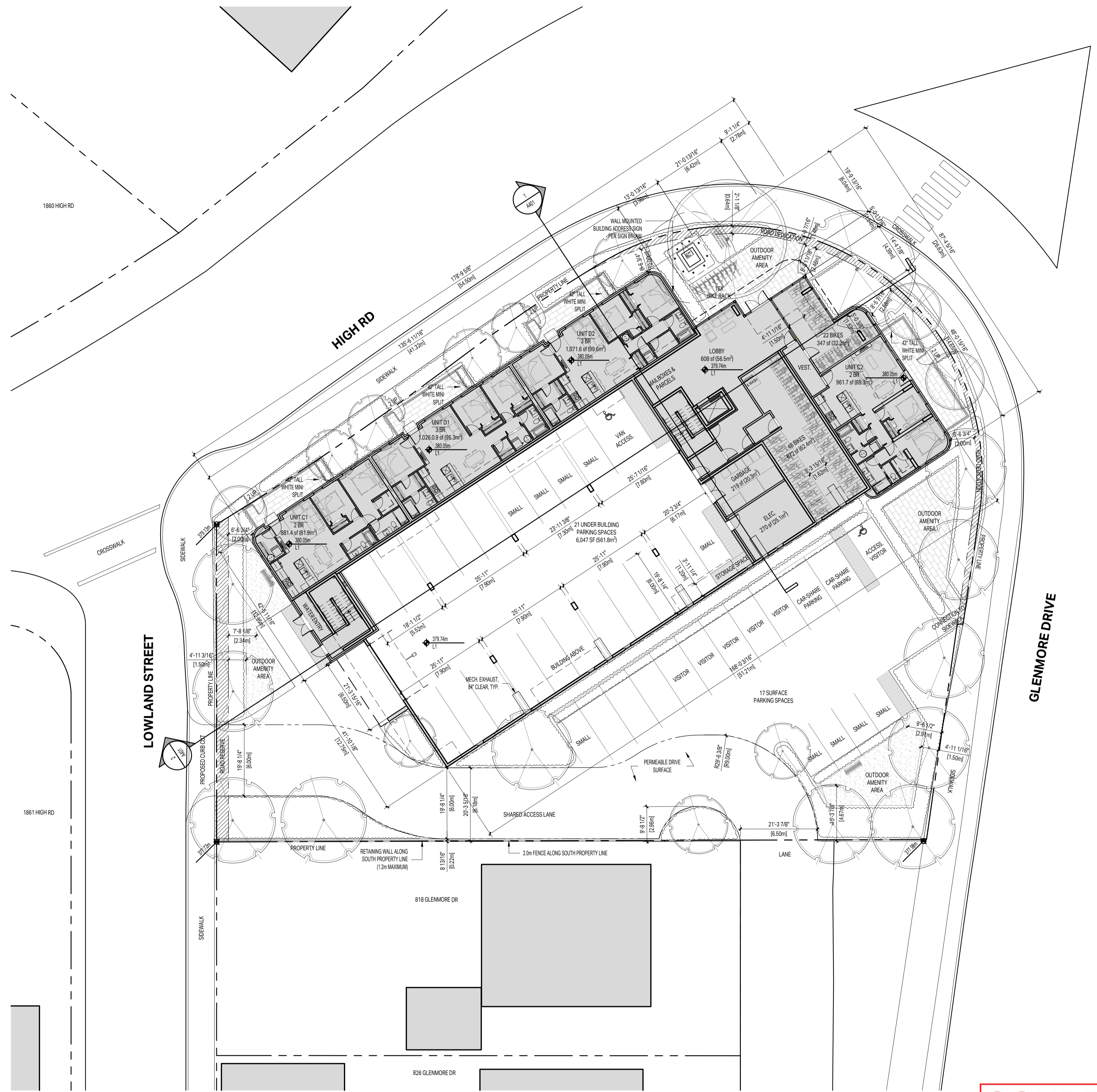
CONSULTANTS:

STRUCTURAL: RENBOLD ENGINEERING
 MECHANICAL: RENBOLD ENGINEERING
 ELECTRICAL:
 CIVIL:
 LANDSCAPE: ECORA

DRAWING TITLE

PARKING PLAN

PROJECT NO:	2102	DRAWN BY:	KG
SCALE:	1:200	REVIEW BY:	CH
DATE:	OCT. 2022	DRAWING NO.:	A101



1 SITE PLAN / LEVEL 1
1:200

Copyright reserved. All parts of this drawing are the exclusive property of Colin Harper Architect and shall not be used without the Architect's written permission. All dimensions shall be verified by the Contractor before commencing work.

SEAL

2023-08-04

NORTH ARROW

NOTES

- THIS DOCUMENT HAS BEEN DIGITALLY CERTIFIED WITH DIGITAL CERTIFICATE AND ENCRYPTION TECHNOLOGY AUTHORIZED BY THE ARCHITECTURAL INSTITUTE OF BC AND THE ENGINEERS AND GEOSCIENTISTS BC. THE AUTHENTIC ORIGINAL HAS BEEN TRANSMITTED TO YOU IN DIGITAL FORM. ANY PRINTED VERSION CAN BE RELIED UPON AS A TRUE COPY OF THE ORIGINAL WHEN SUPPLIED BY THE ARCHITECT BEARING IMAGES OF THE PROFESSIONAL SEAL AND DIGITAL CERTIFICATE, OR WHEN PRINTED FROM THE DIGITALLY-CERTIFIED ELECTRONIC FILE PROVIDED BY THE ARCHITECT.

OWNER/CLIENT: POLAR PROJECTS DEVELOPMENT GROUP
(604)725-7760

NO.	REVISION	DATE
15	RE-ISSUED FOR REZONING, DP & DVP	08/04/2023
14	ISSUED FOR CLIENT REVIEW	07/31/2023
13	ISSUED FOR CITY REVIEW	06/19/2023
12	RE-ISSUED FOR REZONING, DP & DVP	11/04/2022
11	RE-ISSUED FOR REZONING, DP & DVP	10/25/2022
10	ISSUED FOR COORDINATION	06/28/2022
09	ISSUED FOR CLIENT REVIEW	05/05/2022
08	ISSUED FOR CITY REVIEW	03/03/2022
07	ISSUED FOR CLIENT REVIEW	03/29/2022
06	RE-ISSUED FOR REZONING, DP & DVP	02/28/2022
05	ISSUED FOR COORDINATION	02/03/2022
04	ISSUED FOR REVIEW	01/25/2022
03	ISSUED FOR REVIEW	01/09/2022
02	ISSUED FOR REZONING, OCP, DP & DVP	05/27/2021
01	ISSUED FOR OCP AMENDMENT + REZONING	04/20/2021

PROJECT NAME

**1885 HIGH RD
KELOWNA, BC**

PROJECT ADDRESS:

1885 HIGH RD AND 805 GLENMORE DR
KELOWNA, BC, V1Y 4G3

CHA
COLIN HARPER ARCHITECT
302-666 Cook Street, Victoria, BC, V8V 3Y7
778-584-0582 | info@charch.ca | charch.ca

CONSULTANTS:

STRUCTURAL: RENBOLD ENGINEERING
MECHANICAL: RENBOLD ENGINEERING
ELECTRICAL:
CIVIL:
LANDSCAPE: ECORA

DRAWING TITLE:

**SITE PLAN/
LEVEL 1**

PROJECT NO:	2102	DRAWN BY:	CH
SCALE:	1:200	REVIEW BY:	CH
DATE:	AUG. 2023	DRAWING NO.:	A201

SCHEDULE A

This forms part of application
DP21-0132 DVP21-0133

City of Kelowna
DEVELOPMENT PLANNING

Planner Initials **TC**



1 LEVEL 2
1:200

SCHEDULE A

This forms part of application
DP21-0132 DVP21-0133

Planner Initials **TC**

City of Kelowna
DEVELOPMENT PLANNING

Copyright reserved. All parts of this drawing are the exclusive property of Colin Harper Architect and shall not be used without the Architect's written permission. All dimensions shall be verified by the Contractor before commencing work.

SEAL

2023-08-04

NORTH ARROW

NOTES

- THIS DOCUMENT HAS BEEN DIGITALLY CERTIFIED WITH DIGITAL CERTIFICATE AND ENCRYPTION TECHNOLOGY AUTHORIZED BY THE ARCHITECTURAL INSTITUTE OF BC AND THE ENGINEERS AND GEOSCIENTISTS BC. THE AUTHENTIC ORIGINAL HAS BEEN TRANSMITTED TO YOU IN DIGITAL FORM. ANY PRINTED VERSION CAN BE REPLIED UPON AS A TRUE COPY OF THE ORIGINAL WHEN SUPPLIED BY THE ARCHITECT BEARING IMAGES OF THE PROFESSIONAL SEAL AND DIGITAL CERTIFICATE, OR WHEN PRINTED FROM THE DIGITALLY-CERTIFIED ELECTRONIC FILE PROVIDED BY THE ARCHITECT.

OWNER/CLIENT: POLAR PROJECTS DEVELOPMENT GROUP
(604)726-7760

09	RE-ISSUED FOR REZONING, DP & DVP	08/04/2023
08	ISSUED FOR CLIENT REVIEW	07/31/2023
07	RE-ISSUED FOR REZONING, DP & DVP	10/25/2022
06	ISSUED FOR COORDINATION	06/28/2022
05	ISSUED FOR CLIENT REVIEW	05/05/2022
04	ISSUED FOR CITY REVIEW	30/03/2022
03	RE-ISSUED FOR REZONING, DP & DVP	03/28/2022
02	ISSUED FOR REZONING, OCP, DP & DVP	05/27/2021
01	ISSUED FOR OCP AMENDMENT + REZONING	04/20/2021

PROJECT NAME

**1885 HIGH RD
KELOWNA, BC**

PROJECT ADDRESS:

1885 HIGH RD AND 805 GLENMORE DR
KELOWNA, BC, V1Y 4G3

CHA
COLIN HARPER ARCHITECT
302-666 Cook Street, Victoria, BC, V8V 3Y7
778-584-0582 | info@charch.ca | charch.ca

CONSULTANTS:

STRUCTURAL: RENBOLD ENGINEERING
MECHANICAL: RENBOLD ENGINEERING
ELECTRICAL:
CIVIL:
LANDSCAPE: ECORA

DRAWING TITLE

LEVEL 2

PROJECT NO:	2102	DRAWN BY:	CH
SCALE:	1:200	REVIEW BY:	CH
DATE:	AUG. 2023	DRAWING NO.:	A202



1 LEVEL 3
1:200

SCHEDULE A

This forms part of application
DP21-0132 DVP21-0133




City of
Kelowna
DEVELOPMENT PLANNING

Planner Initials **TC**

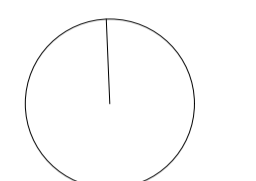
Copyright reserved. All parts of this drawing are the exclusive property of Colin Harper Architect and shall not be used without the Architect's written permission. All dimensions shall be verified by the Contractor before commencing work.

SEAL



2023-08-04

NORTH ARROW



NOTES

- THIS DOCUMENT HAS BEEN DIGITALLY CERTIFIED WITH DIGITAL CERTIFICATE AND ENCRYPTION TECHNOLOGY AUTHORIZED BY THE ARCHITECTURAL INSTITUTE OF BC AND THE ENGINEERS AND GEOSCIENTISTS BC. THE AUTHORITY ORIGINAL HAS BEEN TRANSMITTED TO YOU IN DIGITAL FORM. ANY PRINTED VERSION CAN BE RELIED UPON AS A TRUE COPY OF THE ORIGINAL WHEN SUPPLIED BY THE ARCHITECT BEARING IMAGES OF THE PROFESSIONAL SEAL AND DIGITAL CERTIFICATE, OR WHEN PRINTED FROM THE DIGITALLY-CERTIFIED ELECTRONIC FILE PROVIDED BY THE ARCHITECT.

OWNER/CLIENT: POLAR PROJECTS DEVELOPMENT GROUP
(604)726-7760


NO.	REVISION	DATE
09	RE-ISSUED FOR REZONING, DP & DVP	08/04/2023
08	ISSUED FOR CLIENT REVIEW	07/31/2023
07	RE-ISSUED FOR REZONING, DP & DVP	10/25/2022
06	ISSUED FOR COORDINATION	06/28/2022
05	ISSUED FOR CLIENT REVIEW	05/05/2022
04	ISSUED FOR CITY REVIEW	30/03/2022
03	RE-ISSUED FOR REZONING, DP & DVP	03/28/2022
02	ISSUED FOR REZONING, OCP, DP & DVP	05/27/2021
01	ISSUED FOR OCP AMENDMENT + REZONING	04/20/2021

PROJECT NAME

**1885 HIGH RD
KELOWNA, BC**

PROJECT ADDRESS:

1885 HIGH RD AND 805 GLENMORE DR
KELOWNA, BC, V1Y 4G3



COLIN HARPER ARCHITECT
302-666 Cook Street, Victoria, BC, V8V 3Y7
778-584-0582 | info@charch.ca | charch.ca

CONSULTANTS:

STRUCTURAL: RENBOLD ENGINEERING
MECHANICAL: RENBOLD ENGINEERING
ELECTRICAL:
CIVIL:
LANDSCAPE: ECORA

DRAWING TITLE

LEVEL 3

PROJECT NO.	2102	DRAWN BY:	CH
SCALE:	1:200	REVIEW BY:	CH
DATE:	AUG 2023	DRAWING NO.:	A203



1 LEVEL 4
1:200

SCHEDULE A

This forms part of application
DP21-0132 DVP21-0133

Planner Initials **TC**

City of Kelowna
DEVELOPMENT PLANNING

Copyright reserved. All parts of this drawing are the exclusive property of Colin Harper Architect and shall not be used without the Architect's written permission. All dimensions shall be verified by the Contractor before commencing work.

SEAL

2023-08-04

NORTH ARROW

NOTES

- THIS DOCUMENT HAS BEEN DIGITALLY CERTIFIED WITH DIGITAL CERTIFICATE AND ENCRYPTION TECHNOLOGY AUTHORIZED BY THE ARCHITECTURAL INSTITUTE OF BC AND THE ENGINEERS AND GEOSCIENTISTS BC. THE AUTHORITY ORIGINAL HAS BEEN TRANSMITTED TO YOU IN DIGITAL FORM. ANY PRINTED VERSION CAN BE RELIED UPON AS A TRUE COPY OF THE ORIGINAL WHEN SUPPLIED BY THE ARCHITECT BEARING IMAGES OF THE PROFESSIONAL SEAL AND DIGITAL CERTIFICATE, OR WHEN PRINTED FROM THE DIGITALLY-CERTIFIED ELECTRONIC FILE PROVIDED BY THE ARCHITECT.

OWNER/CLIENT: POLAR PROJECTS DEVELOPMENT GROUP
(604)726-7760

NO.	REVISION	DATE
09	RE-ISSUED FOR REZONING, DP & DVP	08/04/2023
08	ISSUED FOR CLIENT REVIEW	07/31/2023
07	RE-ISSUED FOR REZONING, DP & DVP	10/25/2022
06	ISSUED FOR COORDINATION	06/28/2022
05	ISSUED FOR CLIENT REVIEW	05/05/2022
04	ISSUED FOR CITY REVIEW	30/03/2022
03	RE-ISSUED FOR REZONING, DP & DVP	03/28/2022
02	ISSUED FOR REZONING, OCP, DP & DVP	05/27/2021
01	ISSUED FOR OCP AMENDMENT + REZONING	04/20/2021

PROJECT NAME

**1885 HIGH RD
KELOWNA, BC**

PROJECT ADDRESS:

1885 HIGH RD AND 805 GLENMORE DR
KELOWNA, BC, V1Y 4G3

CHA
COLIN HARPER ARCHITECT

302-666 Cook Street, Victoria, BC, V8V 3Y7
778-584-0582 | info@charch.ca | charch.ca

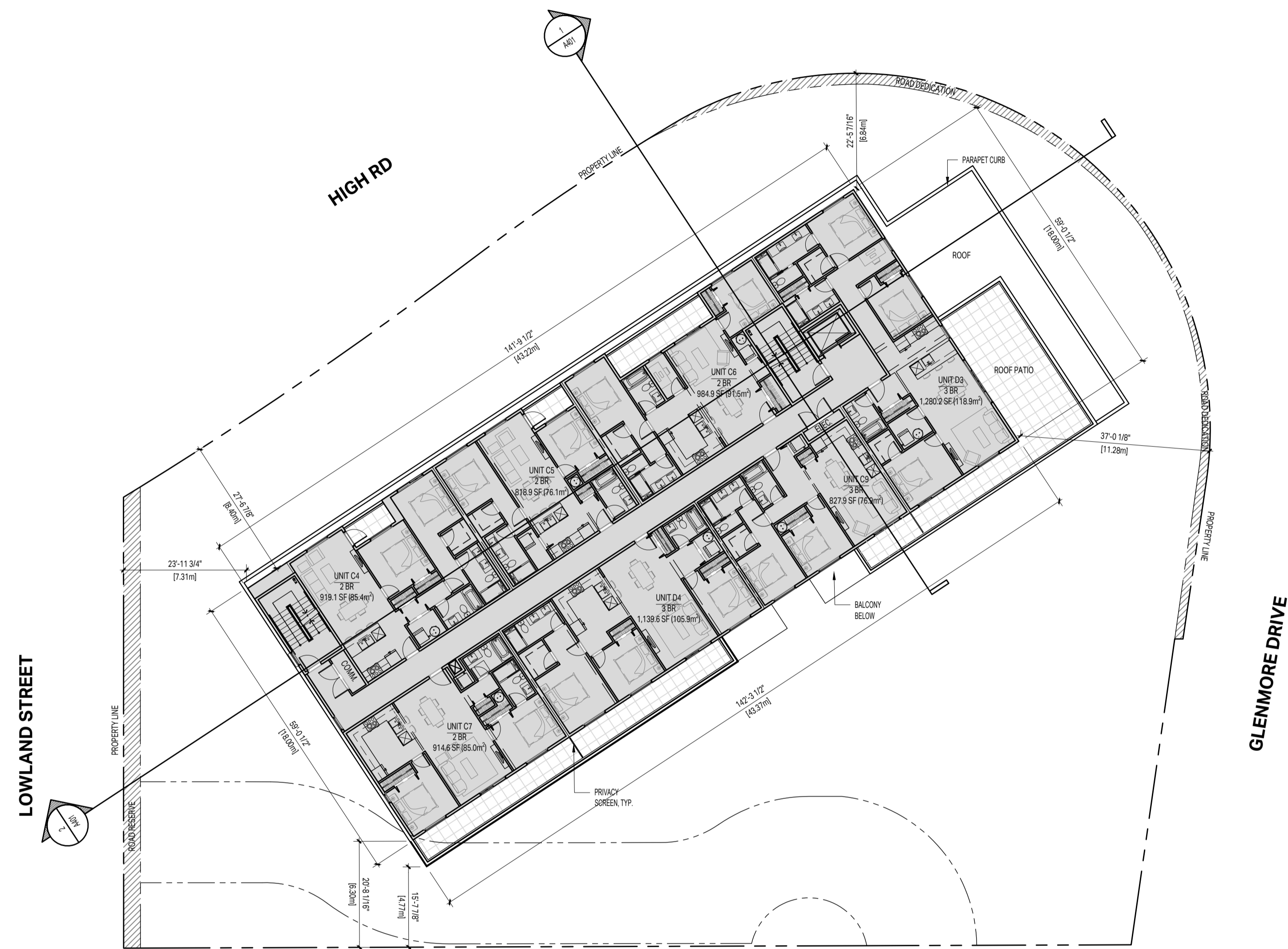
CONSULTANTS:

STRUCTURAL: RENBOLD ENGINEERING
MECHANICAL: RENBOLD ENGINEERING
ELECTRICAL:
CIVIL:
LANDSCAPE: ECORA

DRAWING TITLE:

LEVEL 4

PROJECT NO:	2102	DRAWN BY:	CH
SCALE:	1:200	REVIEW BY:	CH
DATE:	AUG. 2023	DRAWING NO.:	A204



1 LEVEL 5
1:200

SCHEDULE A

This forms part of application
DP21-0132 DVP21-0133

Planner Initials **TC**

City of Kelowna
DEVELOPMENT PLANNING

Copyright reserved. All parts of this drawing are the exclusive property of Colin Harper Architect and shall not be used without the Architect's written permission. All dimensions shall be verified by the Contractor before commencing work.

SEAL

2023-08-04

NORTH ARROW

NOTES

1. THIS DOCUMENT HAS BEEN DIGITALLY CERTIFIED WITH DIGITAL CERTIFICATE AND ENCRYPTION TECHNOLOGY AUTHORIZED BY THE ARCHITECTURAL INSTITUTE OF BC AND THE ENGINEERS AND GEOSCIENTISTS BC. THE AUTHORITY ORIGINAL HAS BEEN TRANSMITTED TO YOU IN DIGITAL FORM. ANY PRINTED VERSION CAN BE RELIED UPON AS A TRUE COPY OF THE ORIGINAL WHEN SUPPLIED BY THE ARCHITECT BEARING IMAGES OF THE PROFESSIONAL SEAL AND DIGITAL CERTIFICATE, OR WHEN PRINTED FROM THE DIGITALLY-CERTIFIED ELECTRONIC FILE PROVIDED BY THE ARCHITECT.

OWNER/CLIENT: POLAR PROJECTS DEVELOPMENT GROUP
(604)726-7760

05	RE-ISSUED FOR REZONING, DP & DVP	09/04/2023
04	ISSUED FOR CLIENT REVIEW	07/31/2023
03	RE-ISSUED FOR REZONING, DP & DVP	10/25/2022
02	ISSUED FOR COORDINATION	06/28/2022
01	ISSUED FOR CLIENT REVIEW	05/05/2022
NO.	REVISION	MD/Y

PROJECT NAME

**1885 HIGH RD
KELOWNA, BC**

PROJECT ADDRESS:

1885 HIGH RD AND 805 GLENMORE DR
KELOWNA, BC, V1Y 4G3

CHA
COLIN HARPER ARCHITECT
302-666 Cook Street, Victoria, BC, V8V 3Y7
778-584-0582 | info@charch.ca | charch.ca

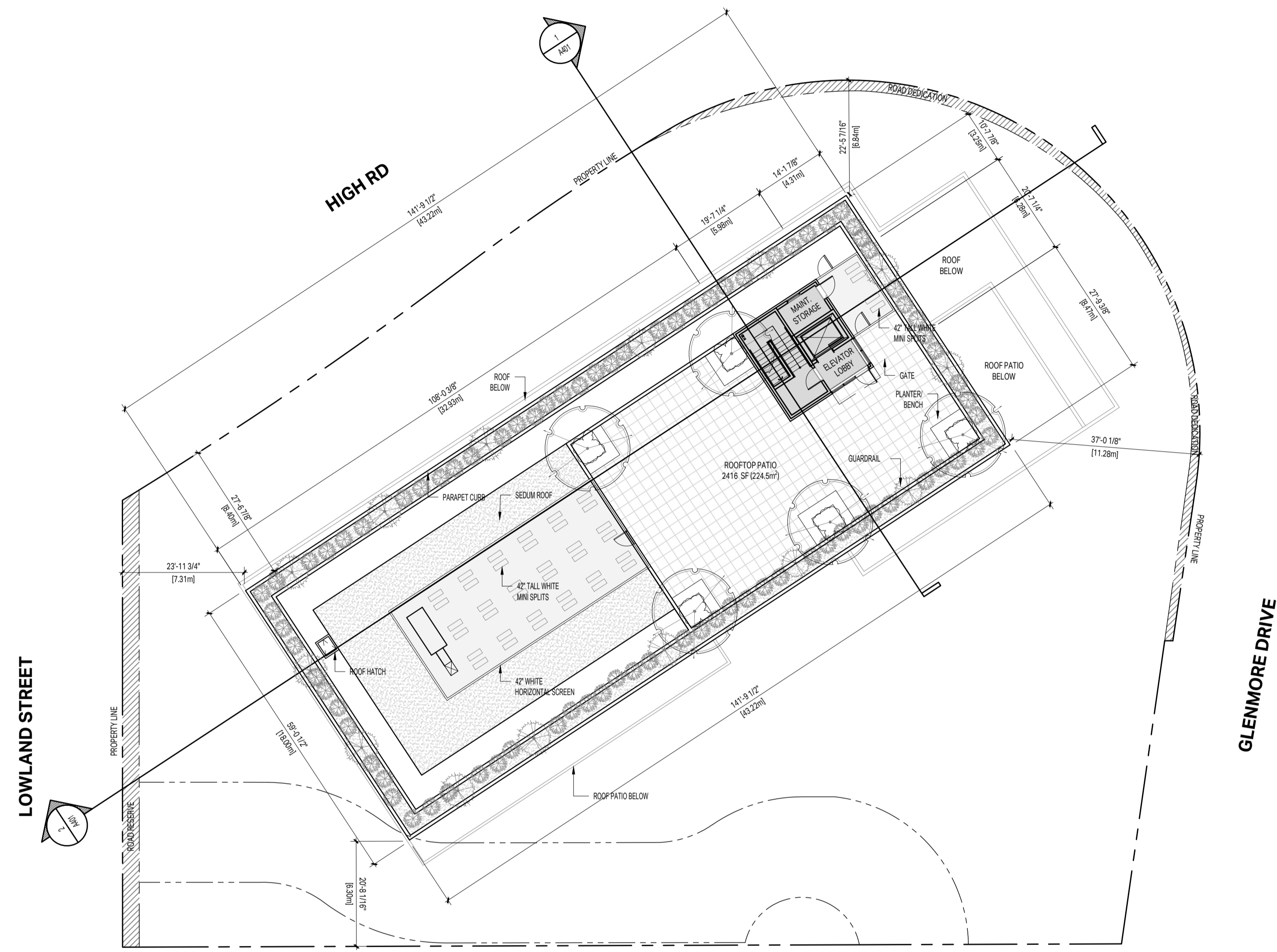
CONSULTANTS:

STRUCTURAL: RENBOLD ENGINEERING
MECHANICAL: RENBOLD ENGINEERING
ELECTRICAL:
CIVIL:
LANDSCAPE: ECORA

DRAWING TITLE

LEVEL 5

PROJECT NO:	2102	DRAWN BY:	CH
SCALE:	1:200	REVIEW BY:	CH
DATE:	AUG. 2023	DRAWING NO.:	A205



1 ROOF LEVEL
1:200

SCHEDULE A

This forms part of application
DP21-0132 DVP21-0133

City of Kelowna
DEVELOPMENT PLANNING

Planner Initials **TC**

Copyright reserved. All parts of this drawing are the exclusive property of Colin Harper Architect and shall not be used without the Architect's written permission. All dimensions shall be verified by the Contractor before commencing work.

SEAL

2023-08-04

NORTH ARROW

NOTES

1. THIS DOCUMENT HAS BEEN DIGITALLY CERTIFIED WITH DIGITAL CERTIFICATE AND ENCRYPTION TECHNOLOGY AUTHORIZED BY THE ARCHITECTURAL INSTITUTE OF BC AND THE ENGINEERS AND GEOSCIENTISTS BC. THE AUTHORITY ORIGINAL HAS BEEN TRANSMITTED TO YOU IN DIGITAL FORM. ANY PRINTED VERSION CAN BE RELIED UPON AS A TRUE COPY OF THE ORIGINAL WHEN SUPPLIED BY THE ARCHITECT BEARING IMAGES OF THE PROFESSIONAL SEAL AND DIGITAL CERTIFICATE, OR WHEN PRINTED FROM THE DIGITALLY-CERTIFIED ELECTRONIC FILE PROVIDED BY THE ARCHITECT.

OWNER/CLIENT: POLAR PROJECTS DEVELOPMENT GROUP
(604)726-7760

11	RE-ISSUED FOR REZONING, DP & DVP	08/04/2023
10	ISSUED FOR CLIENT REVIEW	07/31/2023
09	RE-ISSUED FOR REZONING, DP & DVP	10/25/2022
08	ISSUED FOR COORDINATION	06/28/2022
07	ISSUED FOR CLIENT REVIEW	05/05/2022
06	ISSUED FOR CITY REVIEW	30/03/2022
05	RE-ISSUED FOR REZONING, DP & DVP	02/28/2022
04	ISSUED FOR COORDINATION	02/03/2022
03	ISSUED FOR REVIEW	01/25/2022
02	ISSUED FOR REZONING, OCP, DP & DVP	05/27/2021
01	ISSUED FOR OCP AMENDMENT + REZONING	04/20/2021

PROJECT NAME

**1885 HIGH RD
KELOWNA, BC**

PROJECT ADDRESS:

1885 HIGH RD AND 805 GLENMORE DR
KELOWNA, BC, V1Y 4G3

COLIN HARPER ARCHITECT
302-666 Cook Street, Victoria, BC, V8V 3Y7
778-584-0582 | info@charch.ca | charch.ca

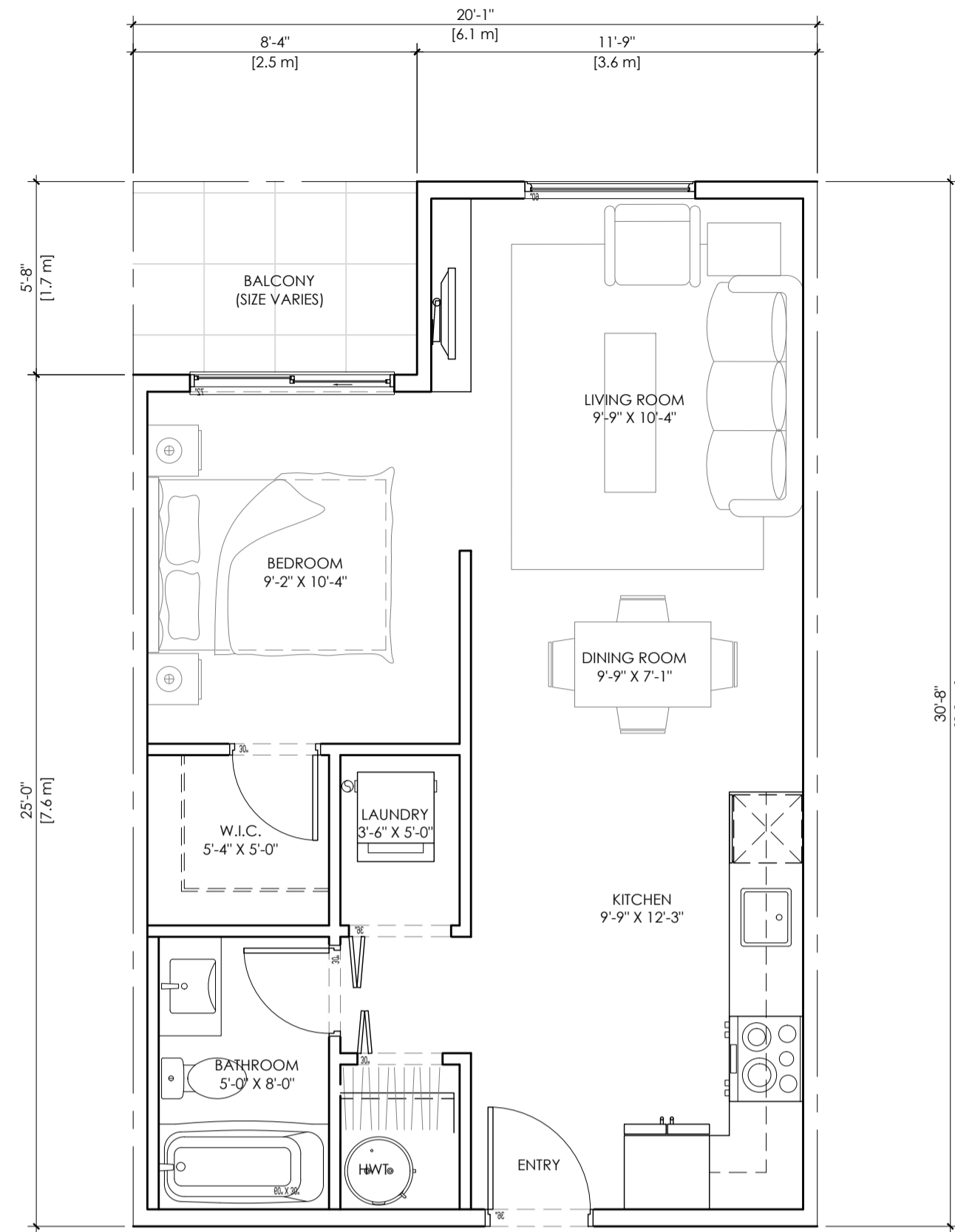
CONSULTANTS:

STRUCTURAL: RENBOLD ENGINEERING
MECHANICAL: RENBOLD ENGINEERING
ELECTRICAL:
CIVIL:
LANDSCAPE: ECORA

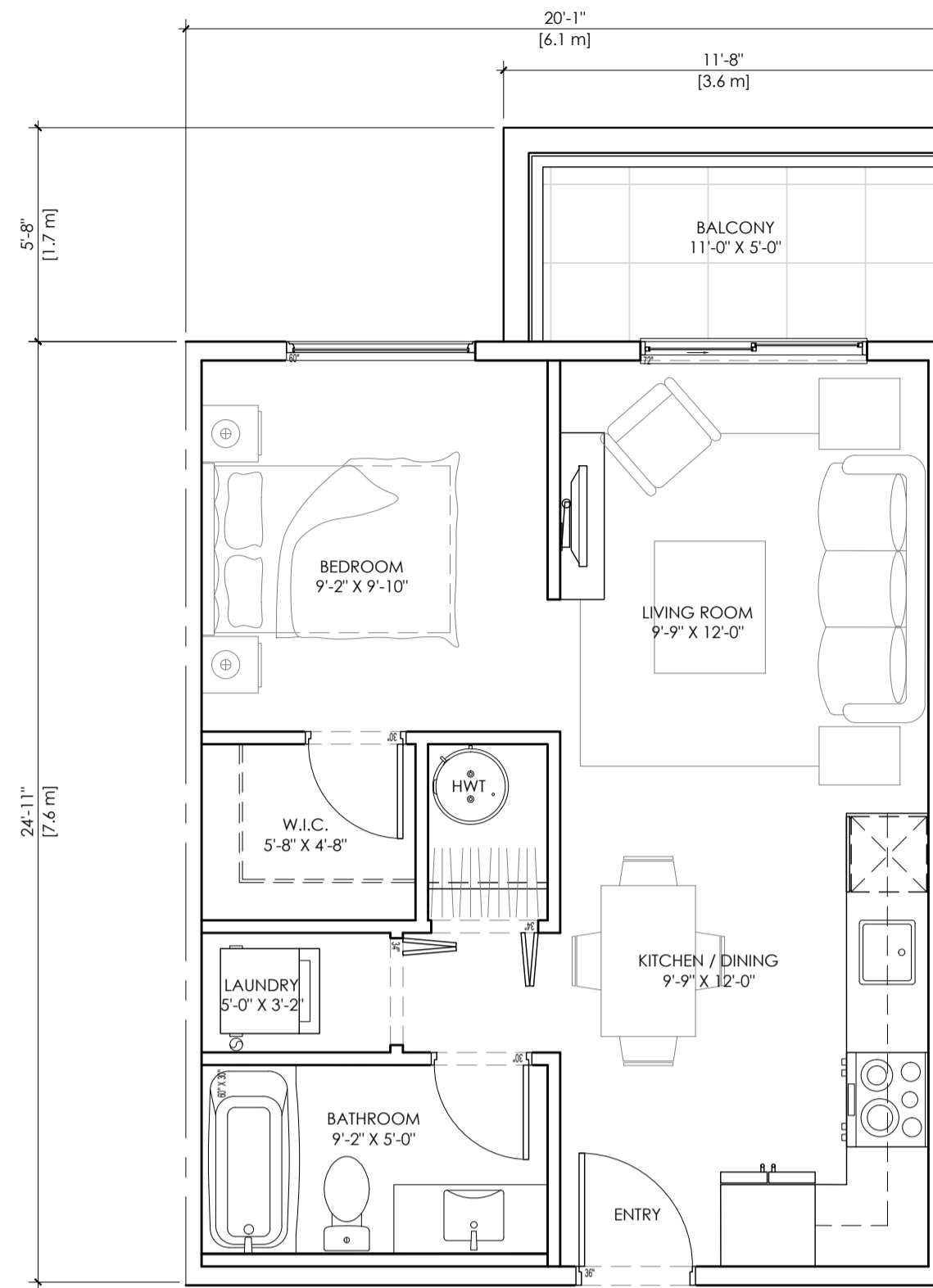
DRAWING TITLE:

ROOF PLAN

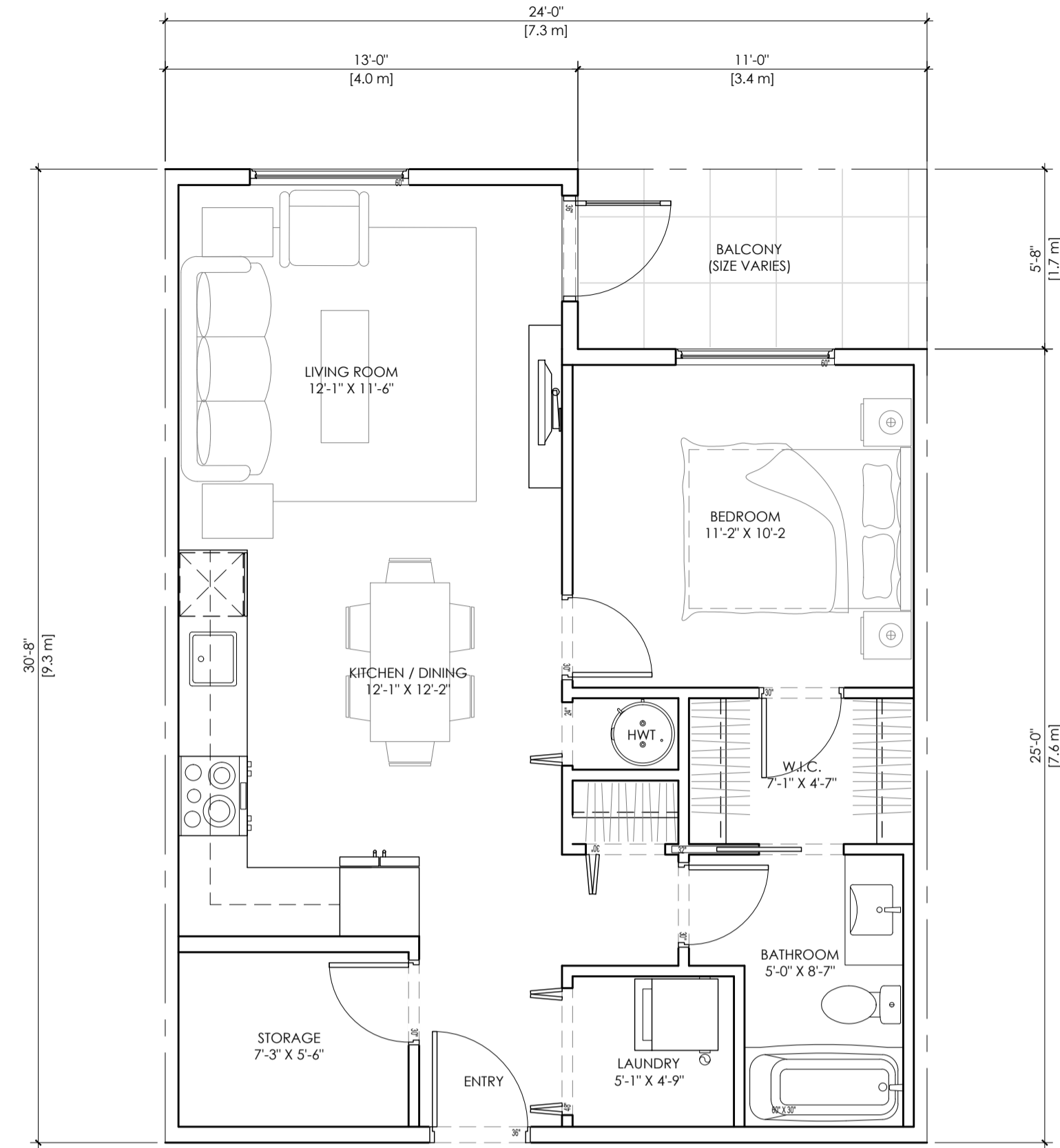
PROJECT NO:	2102	DRAWN BY:	CH
SCALE:	1:200	REVIEW BY:	CH
DATE:	AUG. 2023	DRAWING NO.:	A206



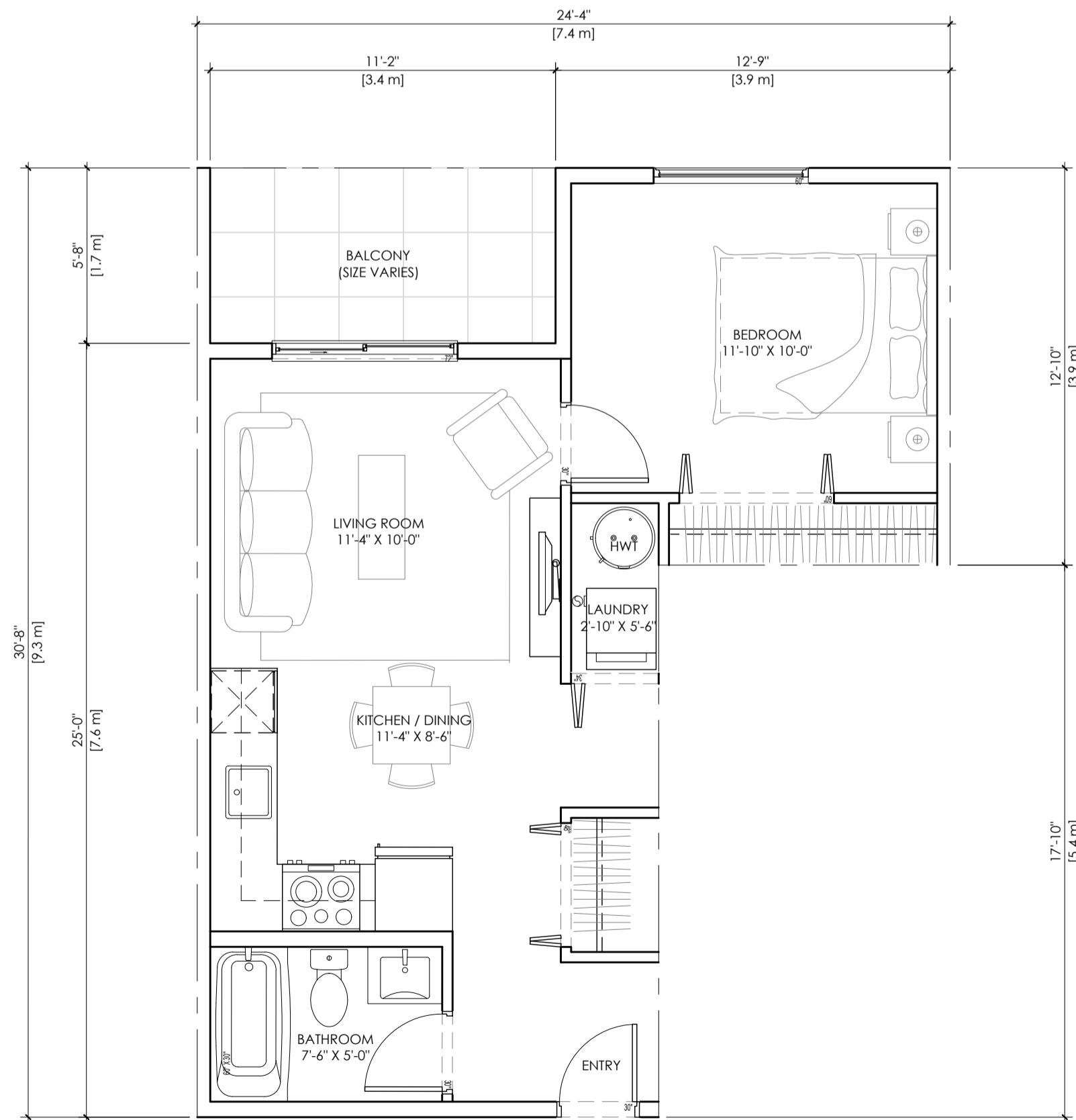
UNIT A1
BACHELOR
568.7 sf (52.8 m²)



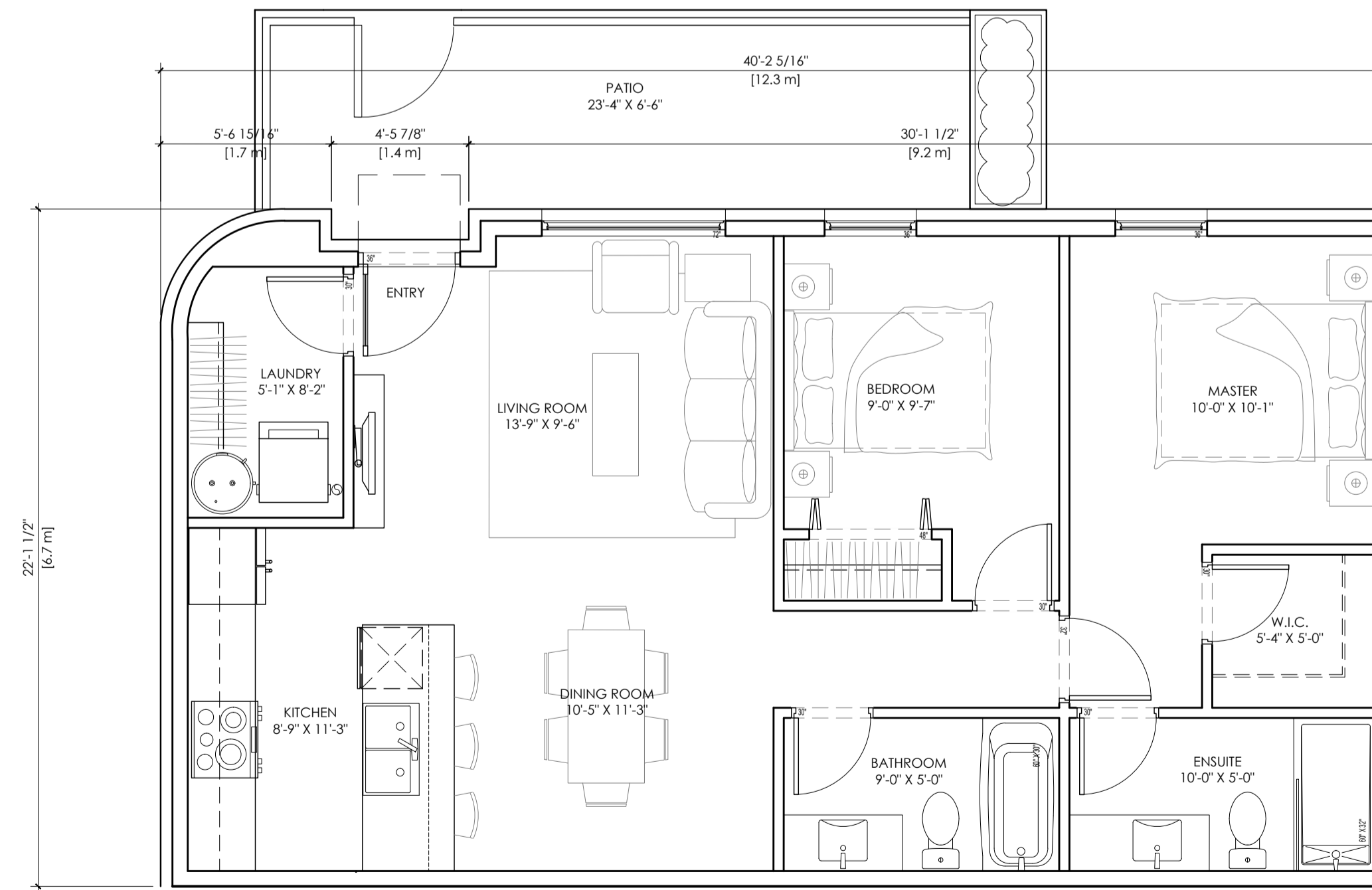
UNIT A2
BACHELOR
502.1 sf (46.6 m²)



UNIT B1
1 BEDROOM
673.7 sf (62.6 m²)



UNIT B2
1 BEDROOM
512.7 sf (47.6 m²)



UNIT C1
2 BEDROOM
881.4 sf (81.9 m²)

SCHEDULE A
This forms part of application
DP21-0132 DVP21-0133
Planner Initials TC
City of Kelowna
DEVELOPMENT PLANNING

Copyright reserved. All parts of this drawing are the exclusive property of Colin Harper Architect and shall not be used without the Architect's written permission. All dimensions shall be verified by the Contractor before commencing work.



2023-08-04

NORTH ARROW

NOTES

1. THIS DOCUMENT HAS BEEN DIGITALLY CERTIFIED WITH DIGITAL CERTIFICATE AND ENCRYPTION TECHNOLOGY AUTHORIZED BY THE ARCHITECTURAL INSTITUTE OF BC AND THE ENGINEERS AND GEOSCIENTISTS BC. THE AUTHORITY ORIGINAL HAS BEEN TRANSMITTED TO YOU IN DIGITAL FORM. ANY PRINTED VERSION CAN BE REPLIED UPON AS A TRUE COPY OF THE ORIGINAL WHEN SUPPLIED BY THE ARCHITECT BEARING IMAGES OF THE PROFESSIONAL SEAL AND DIGITAL CERTIFICATE, OR WHEN PRINTED FROM THE DIGITALLY CERTIFIED ELECTRONIC FILE PROVIDED BY THE ARCHITECT.

OWNER/CLIENT: POLAR PROJECTS DEVELOPMENT GROUP
(604)726-7760

NO.	REVISION	DATE
05	RE-ISSUED FOR REZONING, DP & DVP	09/04/2023
04	RE-ISSUED FOR REZONING, DP & DVP	10/25/2022
03	RE-ISSUED FOR REZONING, DP & DVP	01/27/2022
02	ISSUED FOR REZONING, OCP, DP & DVP	05/27/2021
01	ISSUED FOR OCP AMENDMENT + REZONING	04/20/2021

PROJECT NAME

**1885 HIGH RD
KELOWNA, BC**

PROJECT ADDRESS:
1885 HIGH RD AND 805 GLENMORE DR
KELOWNA, BC, V1Y 4G3



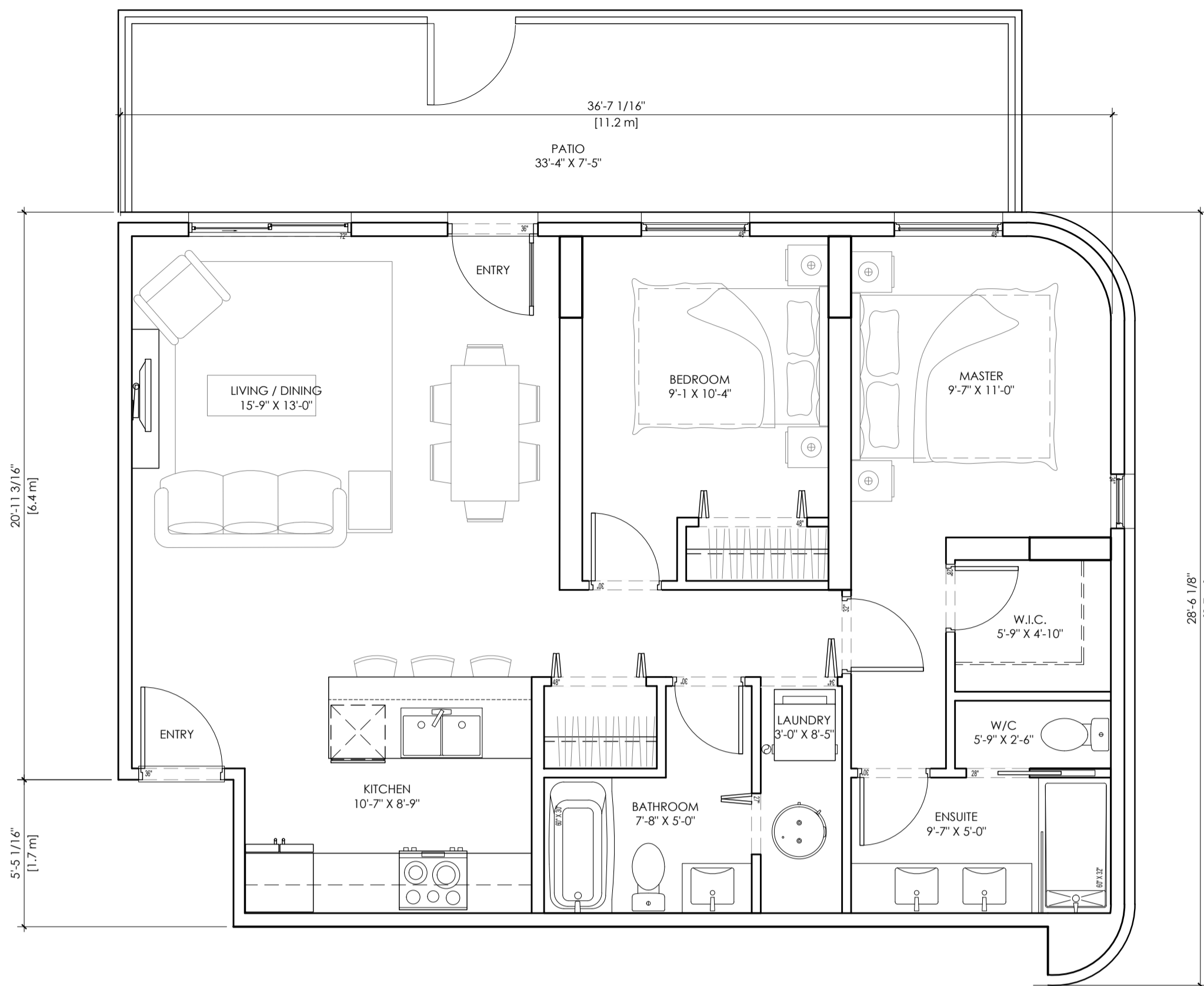
302-666 Cook Street, Victoria, BC, V8V 3Y7
778-584-0582 | info@charch.ca | charch.ca

CONSULTANTS:
STRUCTURAL: RENBOLD ENGINEERING
MECHANICAL: RENBOLD ENGINEERING
ELECTRICAL:
CIVIL:
LANDSCAPE: ECORA

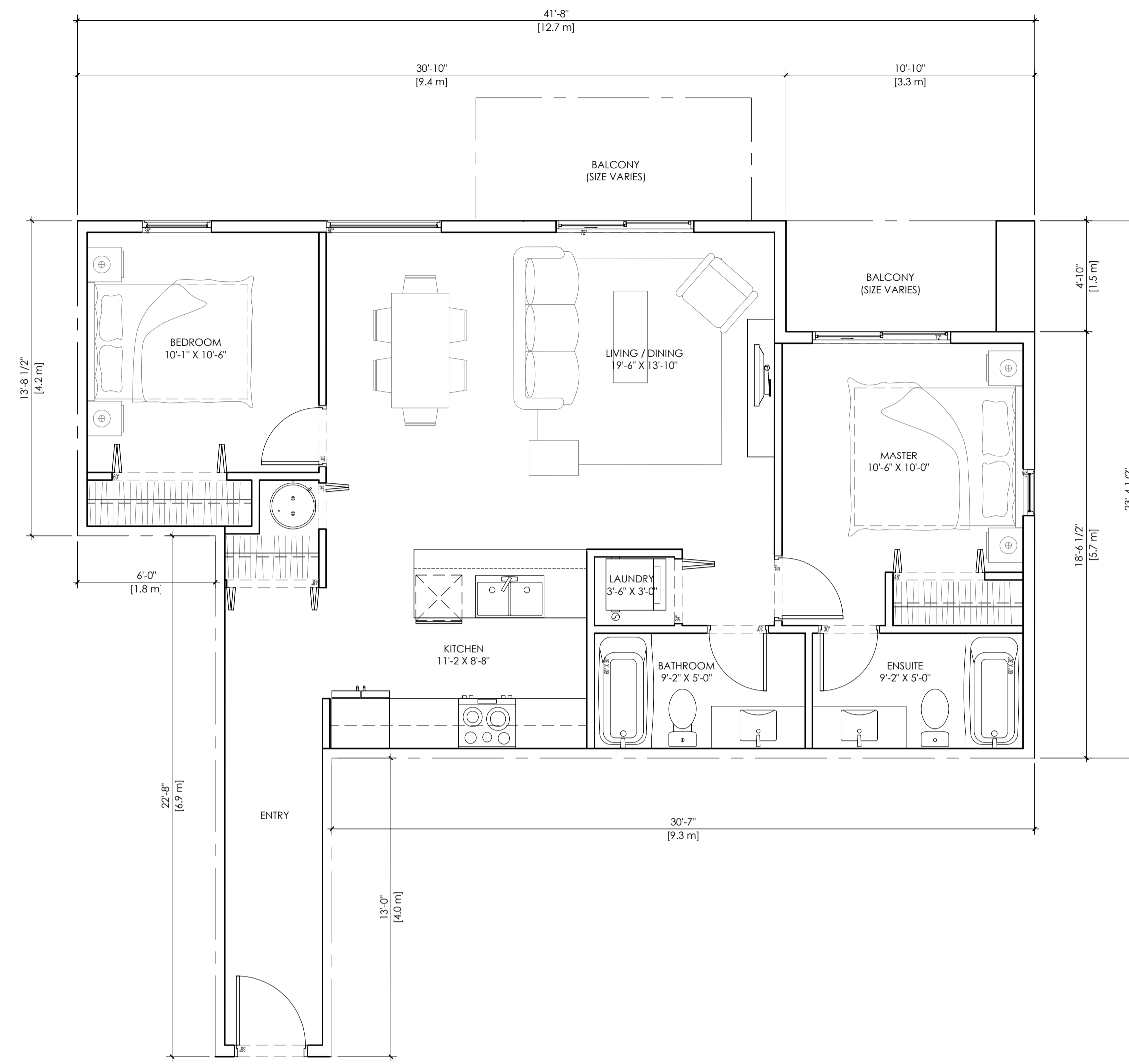
DRAWING TITLE:

UNIT PLANS

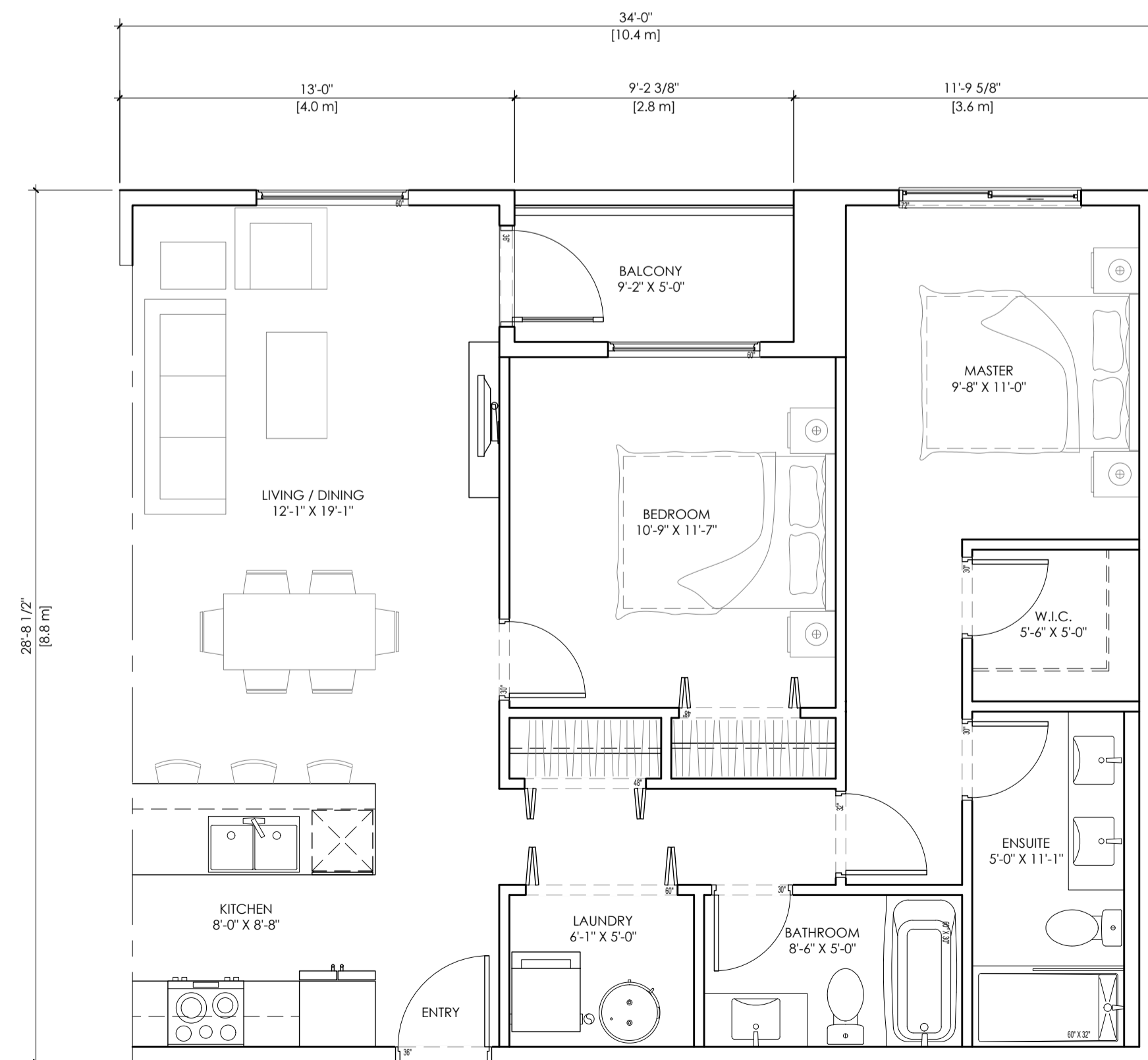
PROJECT NO:	2102	DRAWN BY:	KG
SCALE:	1:50	REVIEW BY:	CH
DATE:	AUG. 2023	DRAWING NO.:	A210



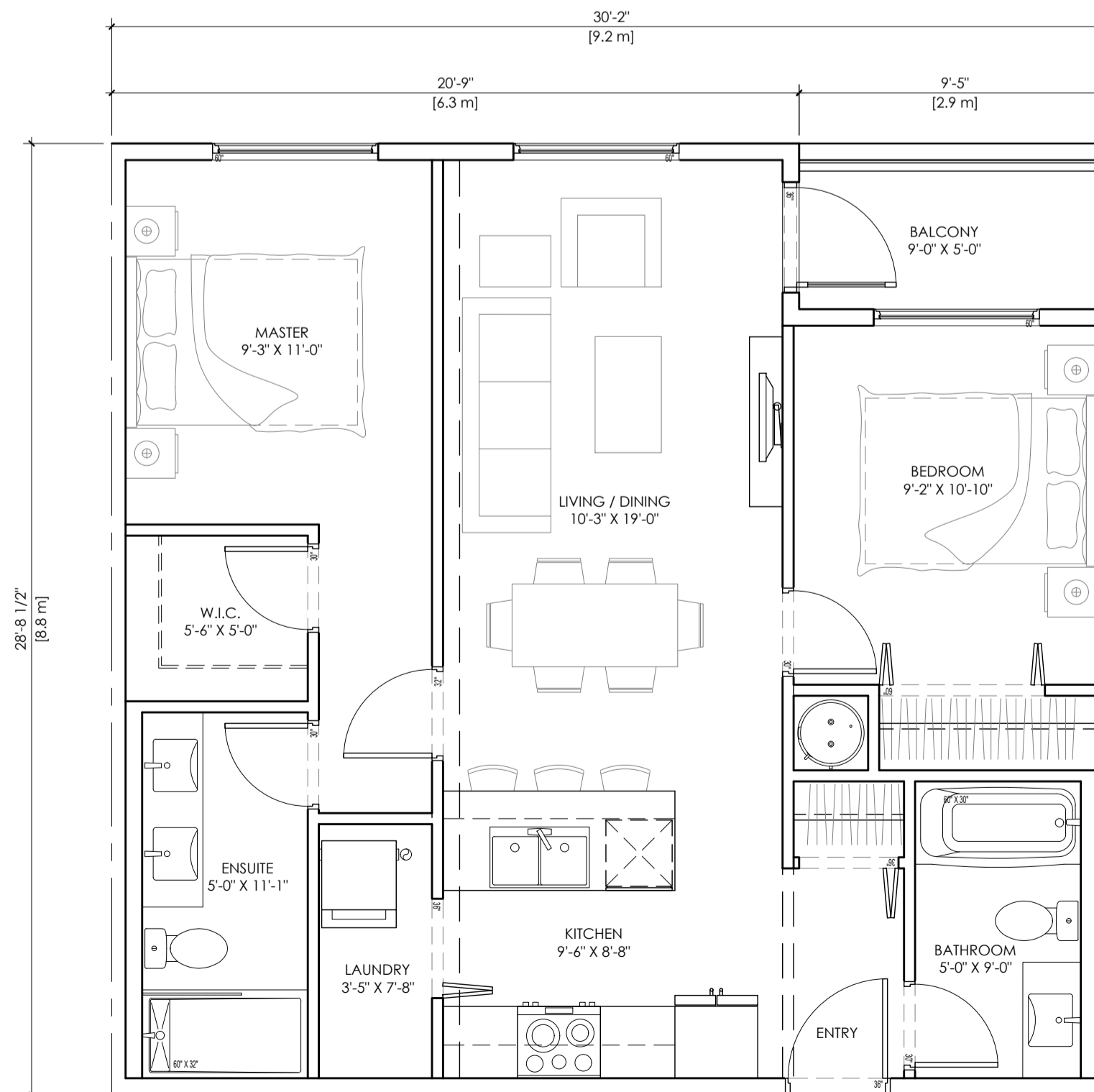
UNIT C2
2 BEDROOM
961.7 sf (89.3 m²)



UNIT C3
2 BEDROOM
929.1 sf (86.3 m²)



UNIT C4
2 BEDROOM
919.1 sf (85.4 m²)



UNIT C5
2 BEDROOM
818.9 sf (76.1 m²)

SCHEDULE A

This forms part of application
DP21-0132 DVP21-0133

Planner Initials **TC**

City of Kelowna
DEVELOPMENT PLANNING

Copyright reserved. All parts of this drawing are the exclusive property of Colin Harper Architect and shall not be used without the Architect's written permission. All dimensions shall be verified by the Contractor before commencing work.

SEAL

2023-08-04

NORTH ARROW

NOTES

- THIS DOCUMENT HAS BEEN DIGITALLY CERTIFIED WITH DIGITAL CERTIFICATE AND ENCRYPTION TECHNOLOGY AUTHORIZED BY THE ARCHITECTURAL INSTITUTE OF BC AND THE ENGINEERS AND GEOSCIENTISTS BC. THE AUTHORITY ORIGINAL HAS BEEN TRANSMITTED TO YOU IN DIGITAL FORM. ANY PRINTED VERSION CAN BE REPLIED UPON AS A TRUE COPY OF THE ORIGINAL WHEN SUPPLIED BY THE ARCHITECT BEARING IMAGES OF THE PROFESSIONAL SEAL AND DIGITAL CERTIFICATE, OR WHEN PRINTED FROM THE DIGITALLY-CERTIFIED ELECTRONIC FILE PROVIDED BY THE ARCHITECT.

OWNER/CLIENT: POLAR PROJECTS DEVELOPMENT GROUP
(604)726-7760

NO.	REVISION	MD/Y
05	RE-ISSUED FOR REZONING, DP & DVP	09/04/2023
04	RE-ISSUED FOR REZONING, DP & DVP	10/25/2022
03	RE-ISSUED FOR REZONING, DP & DVP	03/28/2022
02	ISSUED FOR REZONING, OCP, DP & DVP	05/27/2021
01	ISSUED FOR OCP AMENDMENT + REZONING	04/20/2021

PROJECT NAME

**1885 HIGH RD
KELOWNA, BC**

PROJECT ADDRESS:

1885 HIGH RD AND 805 GLENMORE DR
KELOWNA, BC, V1Y 4G3

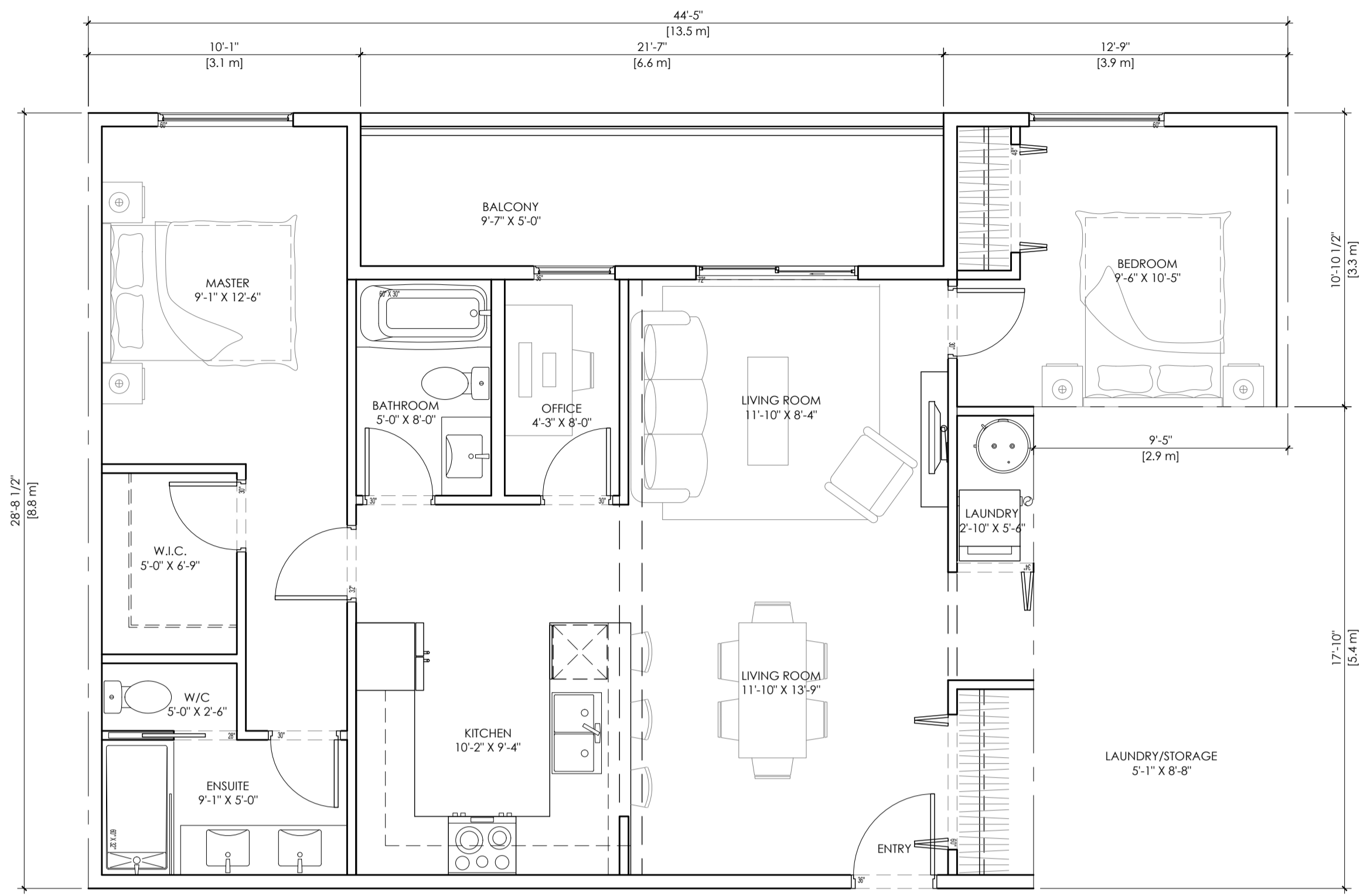
CHA
COLIN HARPER ARCHITECT
302-666 Cook Street, Victoria, BC, V8V 3Y7
778-584-0582 | info@charch.ca | charch.ca

CONSULTANTS:
STRUCTURAL: RENBOLD ENGINEERING
ELECTRICAL:
CIVIL:
LANDSCAPE: ECORA

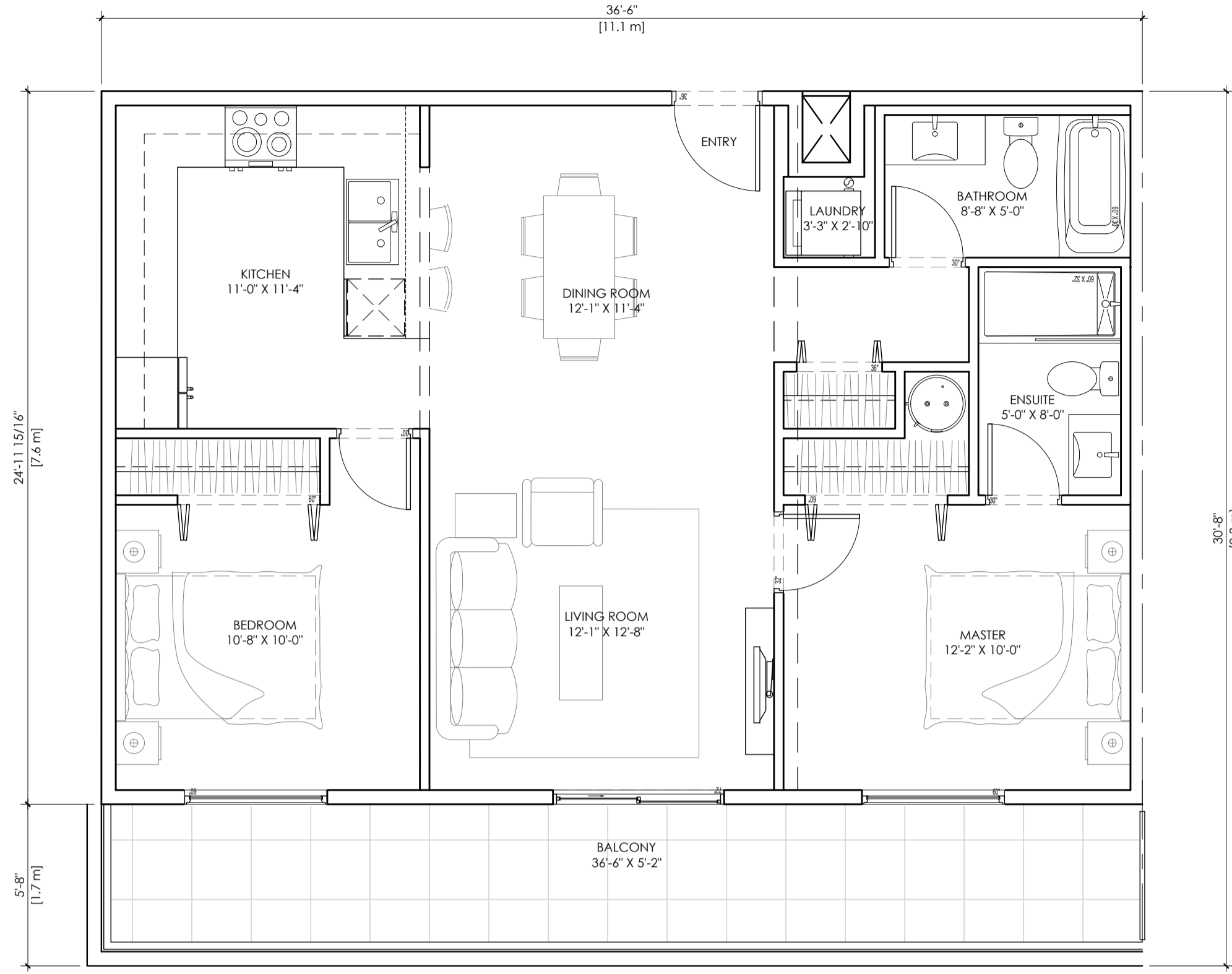
DRAWING TITLE:

UNIT PLANS

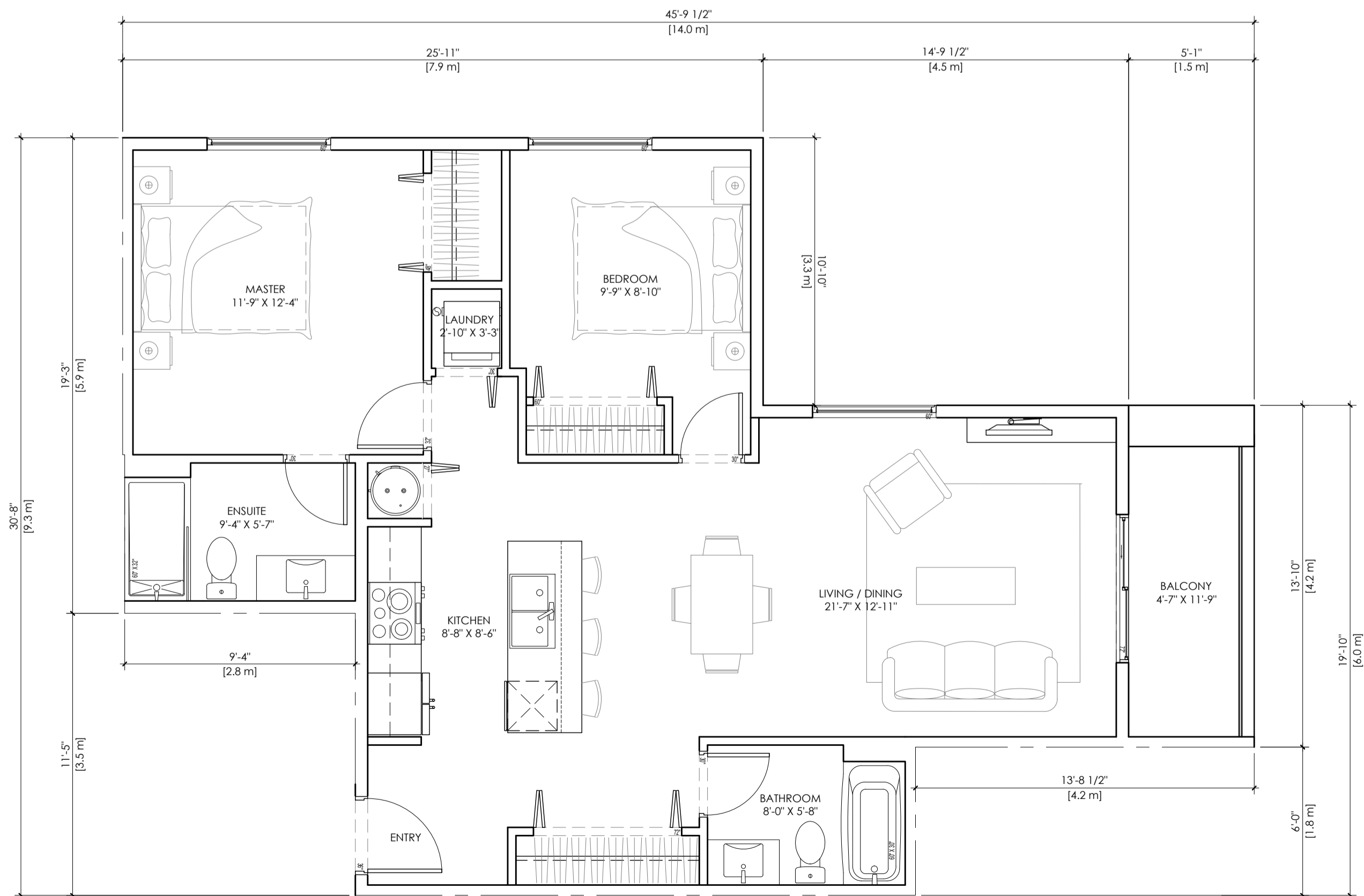
PROJECT NO:	2102	DRAWN BY:	KG
SCALE:	1:50	REVIEW BY:	CH
DATE:	AUG. 2023	DRAWING NO.:	A211



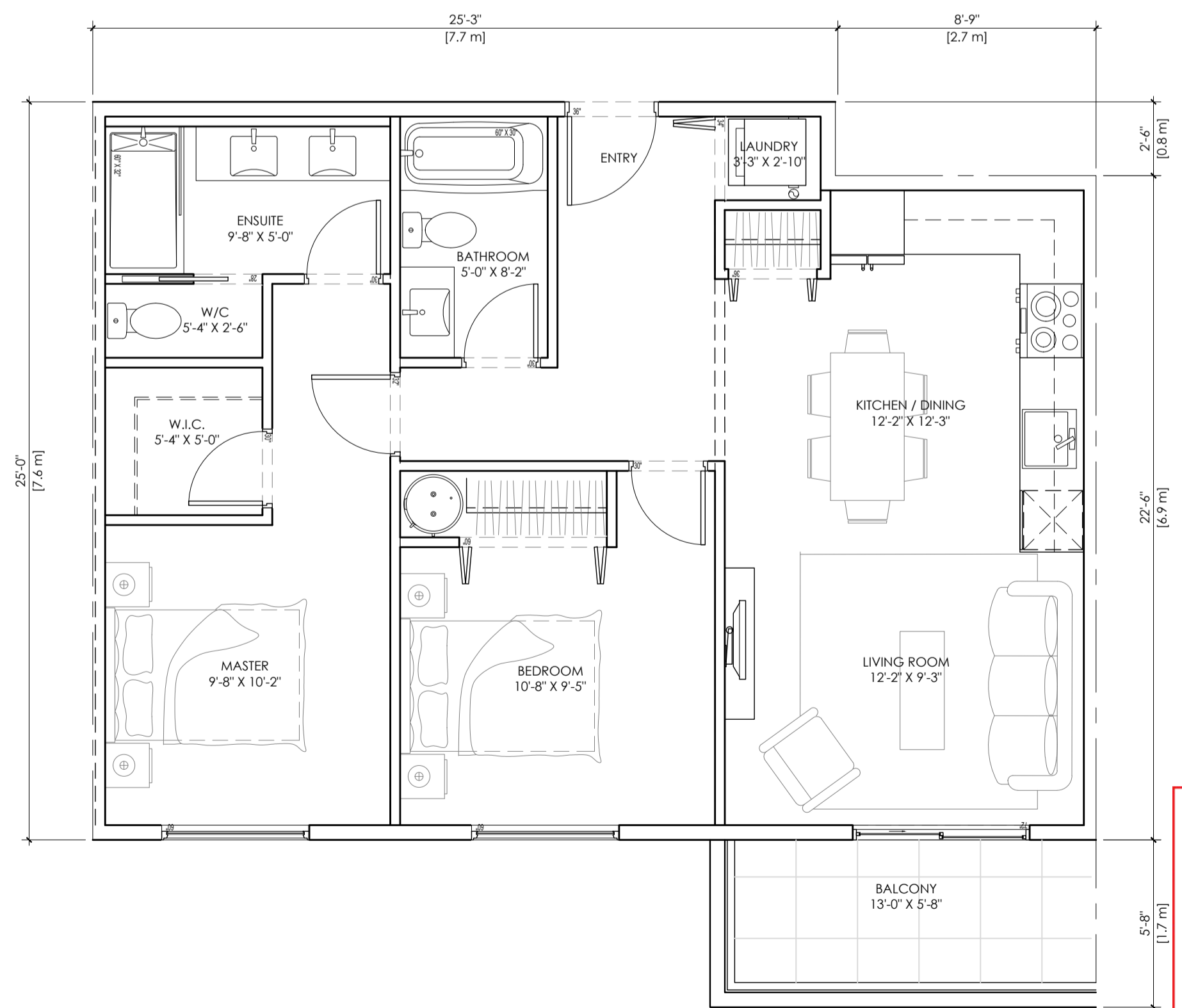
UNIT C6
2 BEDROOM
984.9 sf (91.5 m²)



UNIT C7
2 BEDROOM
914.6 sf (85.0 m²)

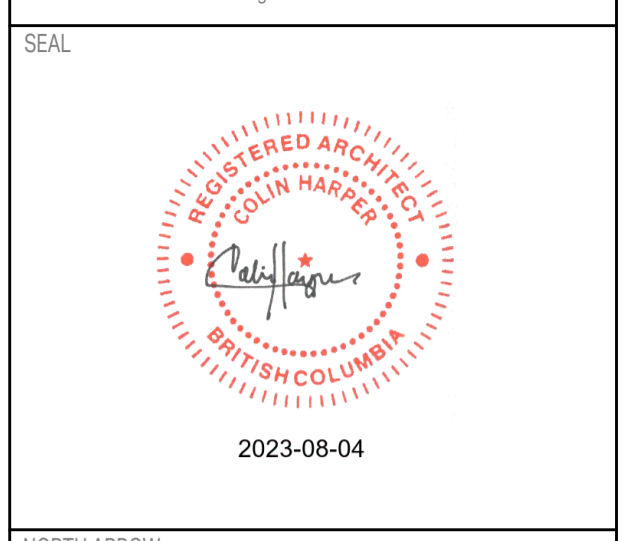


UNIT C8
2 BEDROOM
928.1 sf (86.2 m²)



UNIT C9
2 BEDROOM
827.9 sf (76.9 m²)

Copyright reserved. All parts of this drawing are the exclusive property of Colin Harper Architect and shall not be used without the Architect's written permission. All dimensions shall be verified by the Contractor before commencing work.



NORTH ARROW

NOTES
1. THIS DOCUMENT HAS BEEN DIGITALLY CERTIFIED WITH DIGITAL CERTIFICATE AND ENCRYPTION TECHNOLOGY AUTHORIZED BY THE ARCHITECTURAL INSTITUTE OF BC AND THE ENGINEERS AND GEOSCIENTISTS BC. THE AUTHENTIC ORIGINAL HAS BEEN TRANSMITTED TO YOU IN DIGITAL FORM. ANY PRINTED VERSION CAN BE RELIED UPON AS A TRUE COPY OF THE ORIGINAL WHEN SUPPLIED BY THE ARCHITECT BEARING IMAGES OF THE PROFESSIONAL SEAL AND DIGITAL CERTIFICATE, OR WHEN PRINTED FROM THE DIGITALLY-CERTIFIED ELECTRONIC FILE PROVIDED BY THE ARCHITECT.

OWNER/CLIENT: POLAR PROJECTS DEVELOPMENT GROUP
(604)726-7760

NO.	REVISION	DATE
02	RE-ISSUED FOR REZONING, DP & DVP	08/04/2023
01	RE-ISSUED FOR REZONING, DP & DVP	10/25/2022

PROJECT NAME
**1885 HIGH RD
KELOWNA, BC**

PROJECT ADDRESS:
1885 HIGH RD AND 805 GLENMORE DR
KELOWNA, BC, V1Y 4G3

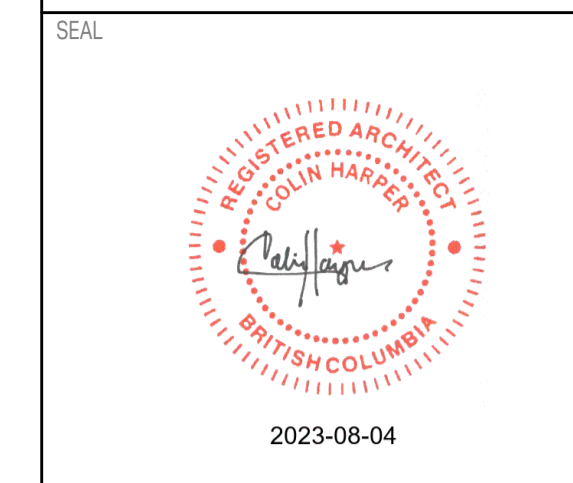


CONSULTANTS:
STRUCTURAL: RENBOLD ENGINEERING
MECHANICAL: RENBOLD ENGINEERING
ELECTRICAL:
CIVIL: ECORA
LANDSCAPE: ECORA

PROJECT NO.	2102	DRAWN BY:	KG
SCALE:	1:50	REVIEW BY:	CH
DATE:	AUG. 2023	DRAWING NO.:	A212

SCHEDULE A
This forms part of application
DP21-0132 DVP21-0133
Planner Initials **TC**
City of Kelowna DEVELOPMENT PLANNING

Copyright reserved. All parts of this drawing are the exclusive property of Colin Harper Architect and shall not be used without the Architect's written permission. All dimensions shall be verified by the Contractor before commencing work.



NORTH ARROW

NOTES

- THIS DOCUMENT HAS BEEN DIGITALLY CERTIFIED WITH DIGITAL CERTIFICATE AND ENCRYPTION TECHNOLOGY AUTHORIZED BY THE ARCHITECTURAL INSTITUTE OF BC AND THE ENGINEERS AND GEOSCIENTISTS BC. THE AUTHORITY ORIGINAL HAS BEEN TRANSMITTED TO YOU IN DIGITAL FORM. ANY PRINTED VERSION CAN BE RELIED UPON AS A TRUE COPY OF THE ORIGINAL WHEN SUPPLIED BY THE ARCHITECT BEARING IMAGES OF THE PROFESSIONAL SEAL AND DIGITAL CERTIFICATE, OR WHEN PRINTED FROM THE DIGITALLY-CERTIFIED ELECTRONIC FILE PROVIDED BY THE ARCHITECT.

OWNER/CLIENT: POLAR PROJECTS DEVELOPMENT GROUP
(604)726-7760

NO.	REVISION	DATE
02	RE-ISSUED FOR REZONING, DP & DVP	08/04/2023
01	RE-ISSUED FOR REZONING, DP & DVP	10/25/2022

PROJECT NAME

**1885 HIGH RD
KELOWNA, BC**

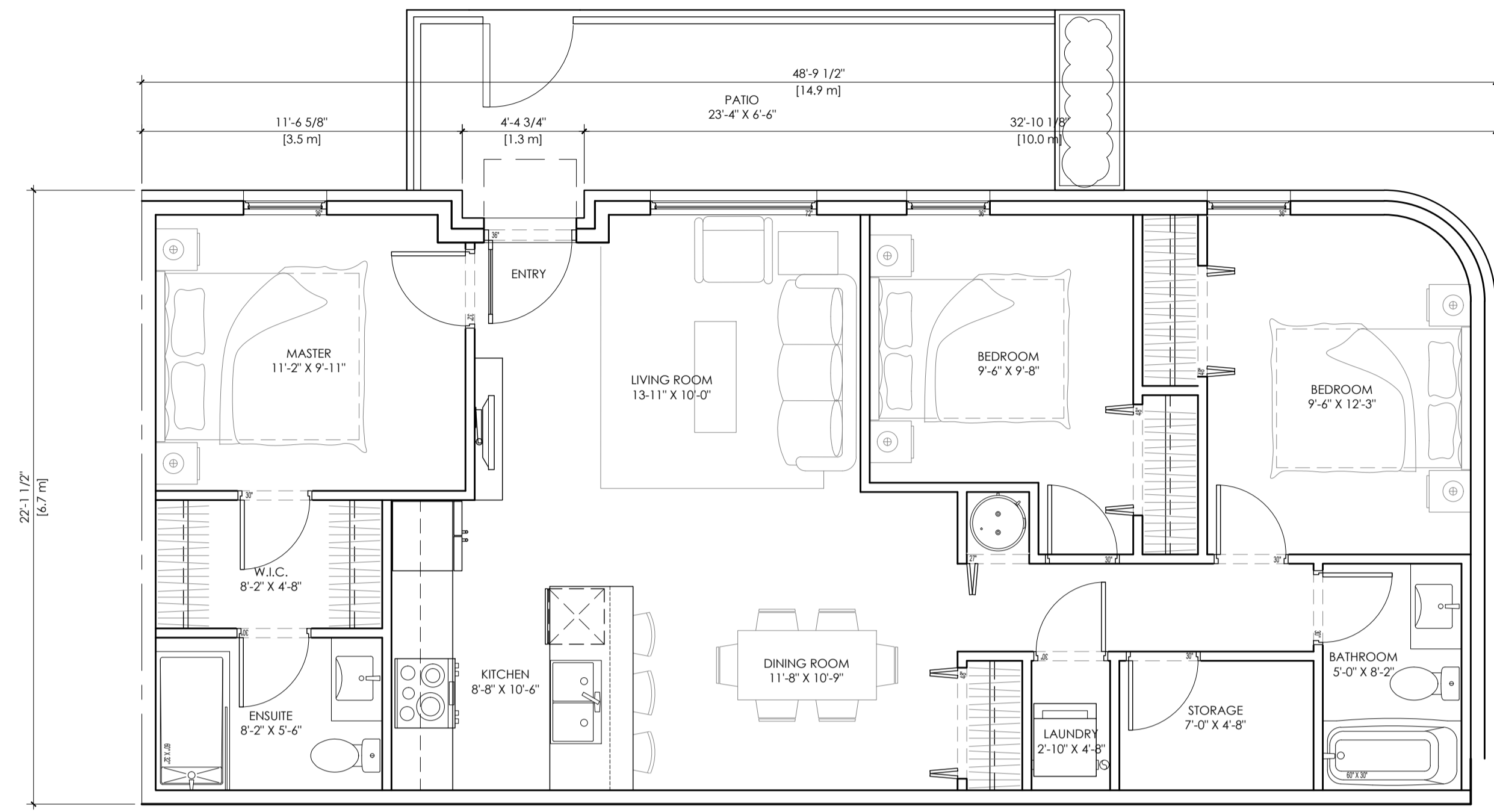
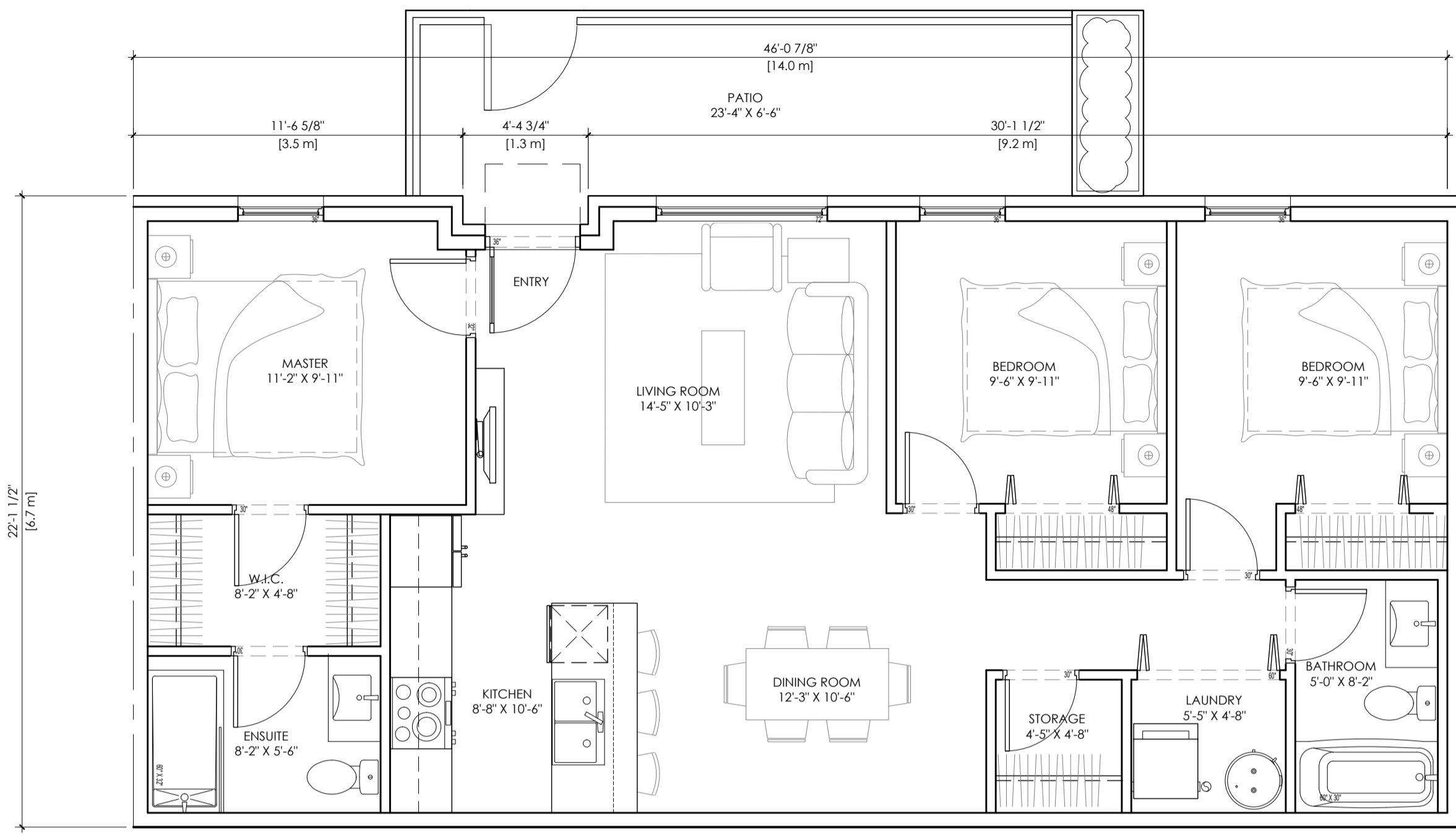
PROJECT ADDRESS:
1885 HIGH RD AND 805 GLENMORE DR
KELOWNA, BC, V1Y 4G3

302-666 Cook Street, Victoria, BC, V8V 3Y7
778-584-0582 | info@charch.ca | charch.ca

CONSULTANTS:
STRUCTURAL: RENBOLD ENGINEERING
MECHANICAL: RENBOLD ENGINEERING
ELECTRICAL:
CIVIL: ECORA
LANDSCAPE: ECORA

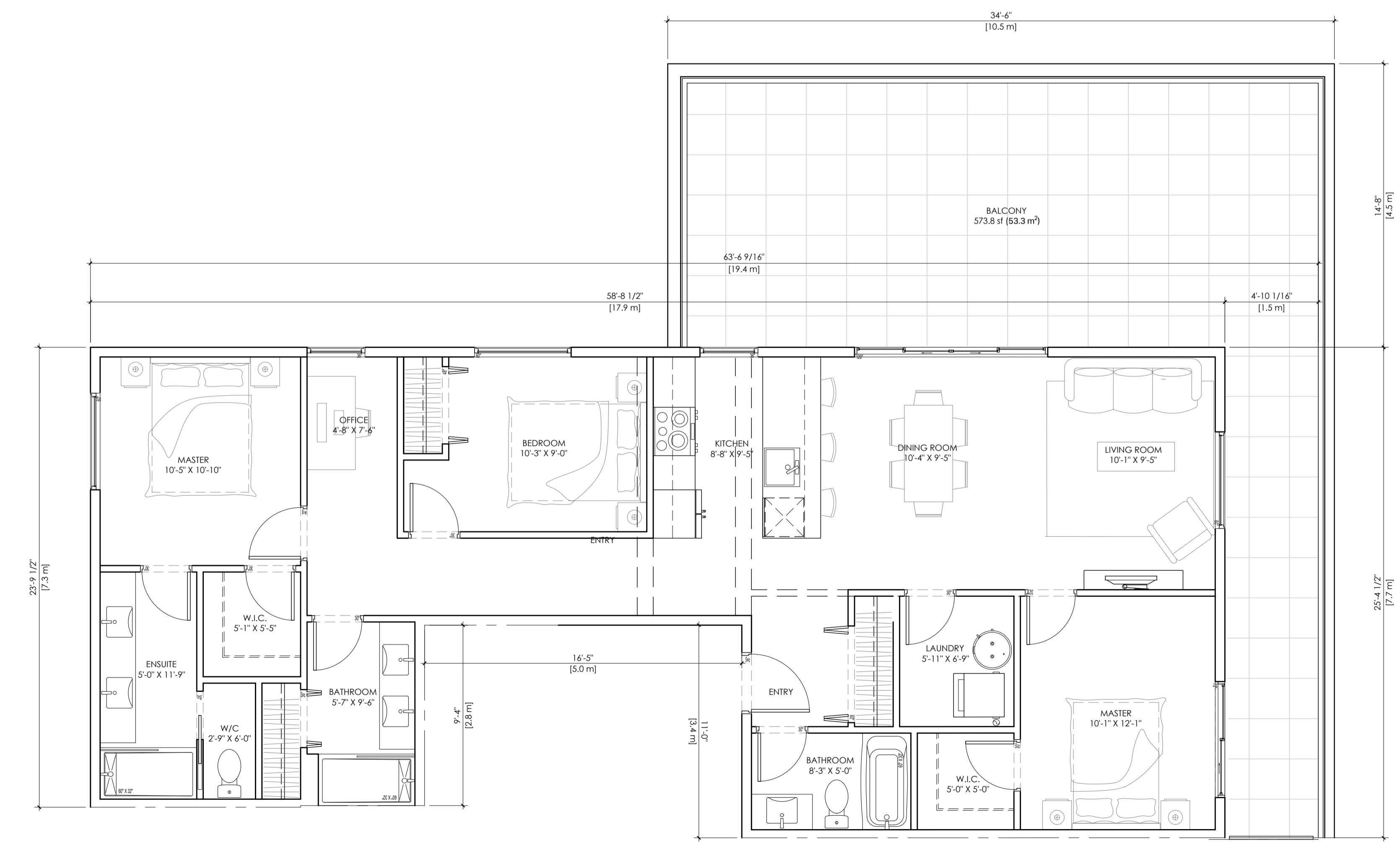
DRAWING TITLE:
UNIT PLANS

PROJECT NO:	2102	DRAWN BY:	KG
SCALE:	1:50	REVIEW BY:	CH
DATE:	AUG. 2023	DRAWING NO.:	A213



UNIT D1
3 BEDROOM
1,026.0 sf (95.3 m²)

UNIT D2
3 BEDROOM
1,071.7 sf (99.6 m²)



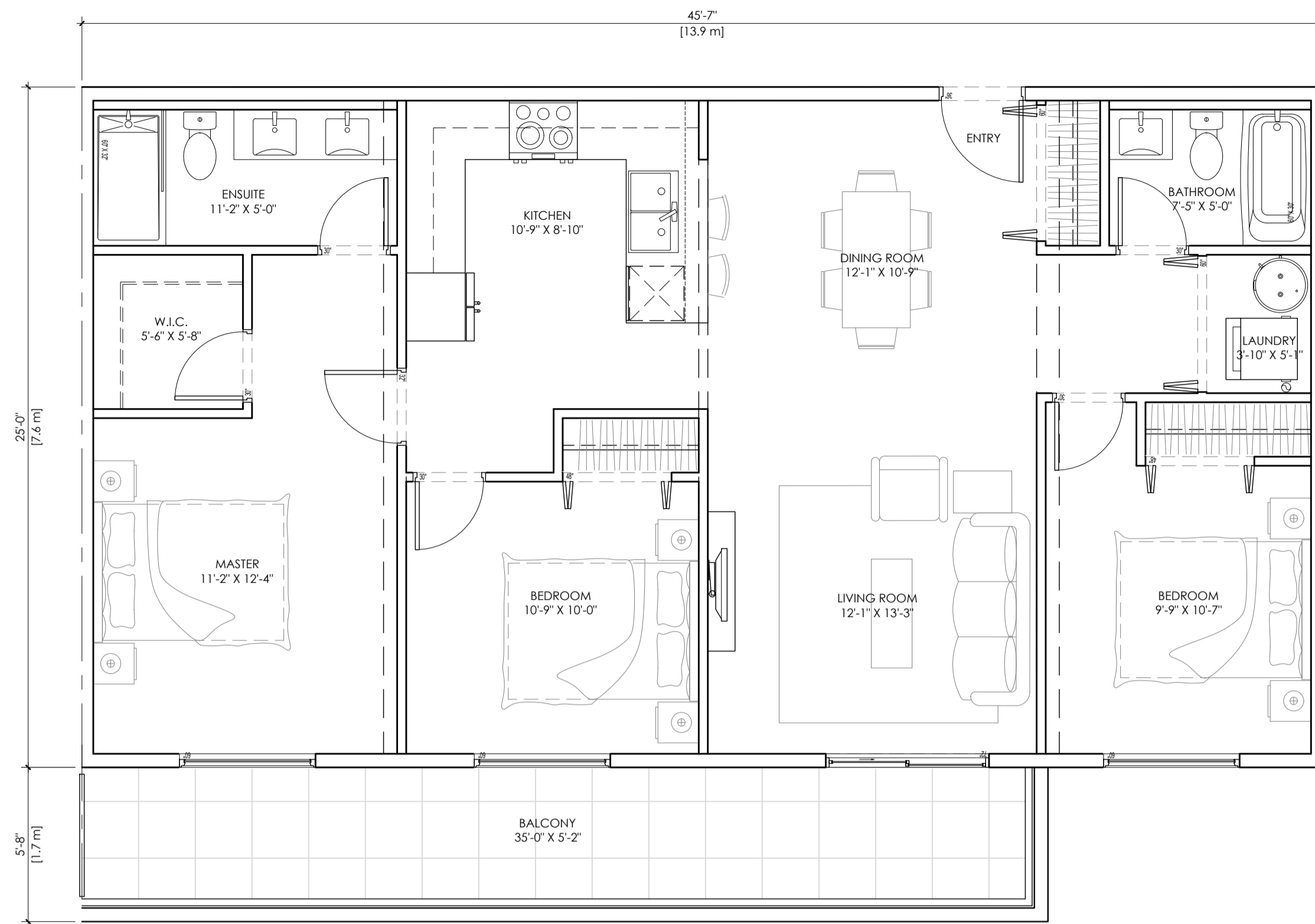
UNIT D3
3 BEDROOM
1,280.2 sf (118.9 m²)

SCHEDULE A

This forms part of application
DP21-0132 DVP21-0133

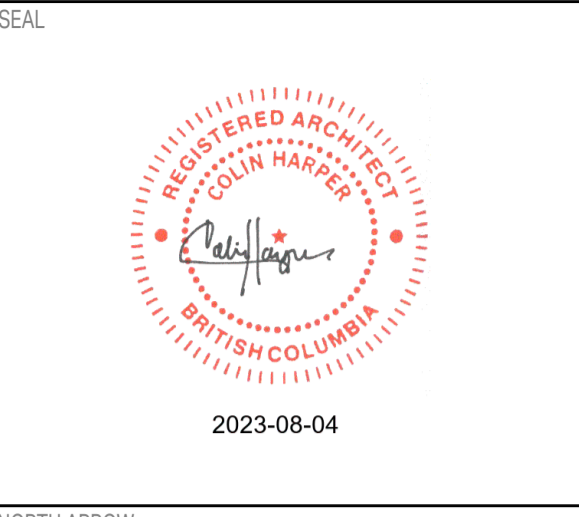
City of Kelowna
DEVELOPMENT PLANNING

Planner Initials **TC**



UNIT D4
3 BEDROOM
1,139.6 sf (105.9 m²)

Copyright reserved. All parts of this drawing are the exclusive property of Colin Harper Architect and shall not be used without the Architect's written permission. All dimensions shall be verified by the Contractor before commencing work.



NORTH ARROW

NOTES

1. THIS DOCUMENT HAS BEEN DIGITALLY CERTIFIED WITH DIGITAL CERTIFICATE AND ENCRYPTION TECHNOLOGY AUTHORIZED BY THE ARCHITECTURAL INSTITUTE OF BC AND THE ENGINEERS AND GEOSCIENTISTS BC. THE AUTHORITY ORIGINAL HAS BEEN TRANSMITTED TO YOU IN DIGITAL FORM. ANY PRINTED VERSION CAN BE RELIED UPON AS A TRUE COPY OF THE ORIGINAL WHEN SUPPLIED BY THE ARCHITECT BEARING IMAGES OF THE PROFESSIONAL SEAL AND DIGITAL CERTIFICATE, OR WHEN PRINTED FROM THE DIGITALLY CERTIFIED ELECTRONIC FILE PROVIDED BY THE ARCHITECT.

OWNER/CLIENT: POLAR PROJECTS DEVELOPMENT GROUP
 (604)726-7760

NO.	REVISION	DATE
01	RE-ISSUED FOR REZONING, DP & DVP	08/04/2023

PROJECT NAME

**1885 HIGH RD
 KELOWNA, BC**

PROJECT ADDRESS:

1885 HIGH RD AND 805 GLENMORE DR
 KELOWNA, BC, V1Y 4G3



CONSULTANTS:

STRUCTURAL: RENBOLD ENGINEERING
 MECHANICAL: RENBOLD ENGINEERING
 ELECTRICAL:
 CIVIL:
 LANDSCAPE: ECORA

DRAWING TITLE

UNIT PLANS

PROJECT NO:	2102	DRAWN BY:	KG
SCALE:	1:50	REVIEW BY:	CH
DATE:	AUG. 2023	DRAWING NO.:	A214

SCHEDULE A

This forms part of application
 # DP21-0133 DVP21-0133

Planner Initials TC

1 NORTH ELEVATION

1:200



2 SOUTH ELEVATION

1:200



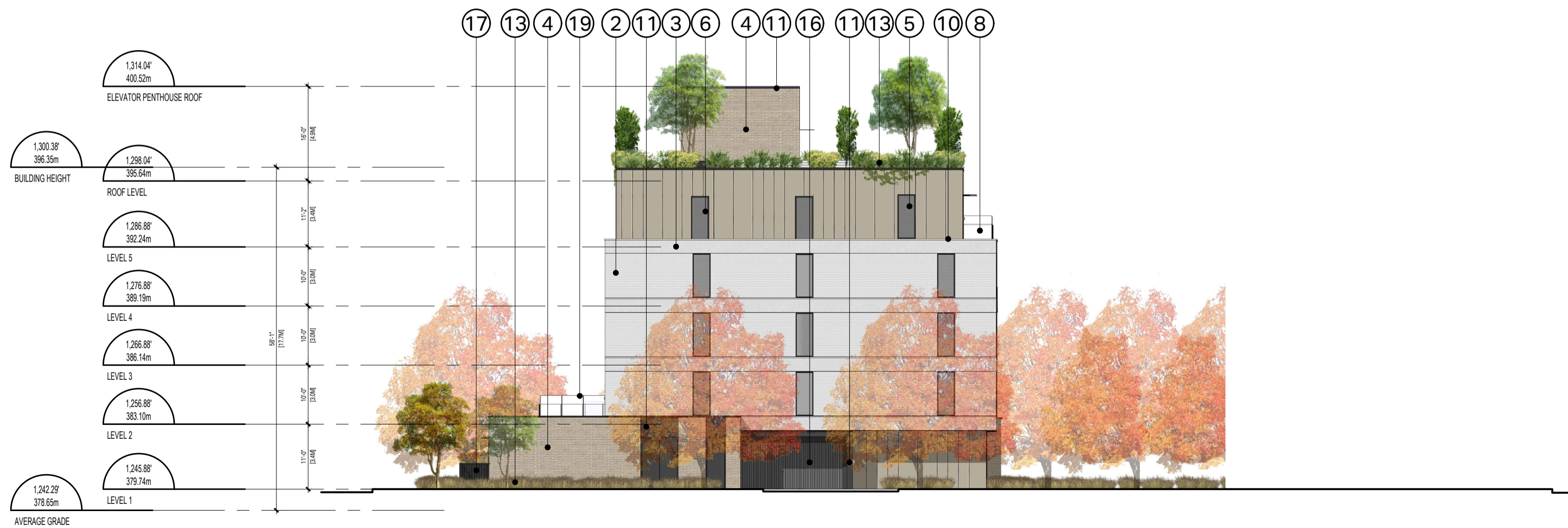
3 EAST ELEVATION

1:200



4 WEST ELEVATION

1:200



MATERIAL LEGEND

1. WOOD TEXTURED SIDING
2. LIGHT GREY FIBRE CEMENT HORIZONTAL T&G SIDING
3. LIGHT GREY STUCCO
4. BRICK (WESTFORD SQUARE) - CLEAR SEAL
5. WARM GREY VERTICAL INTERLOCKING METAL PANEL
6. DEEP GREY VINYL WINDOW
7. DEEP GREY STOREFRONT WINDOW
8. GLASS GUARDRAIL
9. DEEP GREY METAL PICKET GUARDRAIL
10. LIGHT GREY BRAKE METAL
11. DEEP GREY BRAKE METAL
12. WHITE MECHANICAL SCREEN
13. LANDSCAPING
14. DEEP GREY METAL CANOPY
15. DEEP GREY EXTERIOR WOOD DOOR
16. DEEP GREY GARAGE DOOR
17. BLANKENED STEEL PLANTER
18. DEEP GREY MECHANICAL LOUVER
19. OPAQUE GLASS PRIVACY SCREEN
20. DEEP GREY ALUMINUM WINDOW
21. DEEP GREY METAL WALL MOUNTED ADDRESS

Copyright reserved. All parts of this drawing are the exclusive property of Colin Harper Architect and shall not be used without the Architect's written permission. All dimensions shall be verified by the Contractor before commencing work.



2023-08-04

NORTH ARROW

NOTES

1. THIS DOCUMENT HAS BEEN DIGITALLY CERTIFIED WITH DIGITAL CERTIFICATE AND ENCRYPTION TECHNOLOGY AUTHORIZED BY THE ARCHITECTURAL INSTITUTE OF BC AND THE ENGINEERS AND GEOSCIENTISTS BC. THE AUTHORITY ORIGINAL HAS BEEN TRANSMITTED TO YOU IN DIGITAL FORM. ANY PRINTED VERSION CAN BE RELIED UPON AS A TRUE COPY OF THE ORIGINAL WHEN SUPPLIED BY THE ARCHITECT BEARING IMAGES OF THE PROFESSIONAL SEAL AND DIGITAL CERTIFICATE, OR WHEN PRINTED FROM THE DIGITALLY CERTIFIED ELECTRONIC FILE PROVIDED BY THE ARCHITECT.

OWNER/CLIENT: POLAR PROJECTS DEVELOPMENT GROUP
(604)726-7760

NO.	REVISION	DATE
06	RE-ISSUED FOR REZONING, DP & DVP	08/04/2023
05	RE-ISSUED FOR REZONING, DP & DVP	10/26/2022
04	ISSUED FOR COORDINATION	06/28/2022
03	RE-ISSUED FOR REZONING, DP & DVP	03/28/2022
02	ISSUED FOR REZONING, OCP, DP & DVP	05/27/2021
01	ISSUED FOR OCP AMENDMENT + REZONING	04/20/2021

PROJECT NAME
**1885 HIGH RD
KELOWNA, BC**

PROJECT ADDRESS:
1885 HIGH RD AND 805 GLENMORE DR
KELOWNA, BC, V1Y 4G3

CHA
COLIN HARPER ARCHITECT
302-666 Cook Street, Victoria, BC, V8V 3Y7
778-584-0582 | info@charch.ca | charch.ca

CONSULTANTS:
STRUCTURAL: RENBOLD ENGINEERING
MECHANICAL: RENBOLD ENGINEERING
ELECTRICAL:
CIVIL:
LANDSCAPE: ECORA

DRAWING TITLE:
ELEVATIONS

PROJECT NO:	2102	DRAWN BY:	CH
SCALE:	1:200	REVIEW BY:	CH
DATE:	AUG. 2023	DRAWING NO.:	A301

SCHEDULE B

This forms part of application
DP21-0132 DVP21-0133

City of Kelowna
DEVELOPMENT PLANNING

Planner Initials **TC**



1 MATERIAL KEY

NTS



MATERIAL LEGEND

1. WOOD TEXTURED SIDING
2. LIGHT GREY FIBRE CEMENT HORIZONTAL TAG SIDING
3. LIGHT GREY STUCCO
4. BRICK (WESTFORD SQUARE) - CLEAR SEAL
5. WARM GREY VERTICAL INTERLOCKING METAL PANEL
6. DEEP GREY VINYL WINDOW
7. DEEP GREY STOREFRONT WINDOW
8. GLASS GUARDRAIL
9. DEEP GREY METAL PICKET GUARDRAIL
10. LIGHT GREY BRAKE METAL
11. DEEP GREY BRAKE METAL
12. WHITE MECHANICAL SCREEN
13. LANDSCAPING
14. DEEP GREY METAL CANOPY
15. DEEP GREY EXTERIOR WOOD DOOR
16. DEEP GREY GARAGE DOOR
17. BLACKENED STEEL PLANTER
18. DEEP GREY MECHANICAL LOUVER
19. OPAQUE GLASS PRIVACY SCREEN
20. DEEP GREY ALUMINUM WINDOW
21. DEEP GREY METAL WALL MOUNTED ADDRESS

2 MATERIAL BOARD

NTS

Copyright reserved. All parts of this drawing are the exclusive property of Colin Harper Architect and shall not be used without the Architect's written permission. All dimensions shall be verified by the Contractor before commencing work.



NORTH ARROW

NOTES

1. THIS DOCUMENT HAS BEEN DIGITALLY CERTIFIED WITH DIGITAL CERTIFICATE AND ENCRYPTION TECHNOLOGY AUTHORIZED BY THE ARCHITECTURAL INSTITUTE OF BC AND THE ENGINEERS AND GEOSCIENTISTS BC. THE AUTHORITY ORIGINAL HAS BEEN TRANSMITTED TO YOU IN DIGITAL FORM. ANY PRINTED VERSION CAN BE REPLIED UPON AS A TRUE COPY OF THE ORIGINAL WHEN SUPPLIED BY THE ARCHITECT BEARING IMAGES OF THE PROFESSIONAL SEAL AND DIGITAL CERTIFICATE, OR WHEN PRINTED FROM THE DIGITALLY-CERTIFIED ELECTRONIC FILE PROVIDED BY THE ARCHITECT.

OWNER/CLIENT: POLAR PROJECTS DEVELOPMENT GROUP
(604)726-7760

NO.	REVISION	MD/Y
06	RE-ISSUED FOR REZONING, DP & DVP	08/04/2023
05	RE-ISSUED FOR REZONING, DP & DVP	10/26/2022
04	ISSUED FOR COORDINATION	06/28/2022
03	RE-ISSUED FOR REZONING, DP & DVP	02/28/2022
02	ISSUED FOR REZONING, OCP, DP & DVP	05/27/2021
01	ISSUED FOR OCP AMENDMENT + REZONING	04/20/2021

PROJECT NAME

**1885 HIGH RD
KELOWNA, BC**

PROJECT ADDRESS:
1885 HIGH RD AND 805 GLENMORE DR
KELOWNA, BC, V1Y 4G3



302-666 Cook Street, Victoria, BC, V8V 3Y7
778-584-0582 | info@charch.ca | charch.ca

CONSULTANTS:
STRUCTURAL: RENBOLD ENGINEERING
MECHANICAL: RENBOLD ENGINEERING
ELECTRICAL:
CIVIL:
LANDSCAPE: ECORA

MATERIAL BOARD

PROJECT NO:	2102	DRAWN BY:	CH
SCALE:	1:200	REVIEW BY:	CH
DATE:	AUG. 2023	DRAWING NO.:	A302

SCHEDULE B

This forms part of application
DP21-0132 DVP21-0133

Planner Initials **TC**

City of Kelowna
DEVELOPMENT PLANNING



Copyright reserved. All parts of this drawing are the exclusive property of Colin Harper Architect and shall not be used without the Architect's written permission. All dimensions shall be verified by the Contractor before commencing work.



2023-08-04

NORTH ARROW

NOTES

- THIS DOCUMENT HAS BEEN DIGITALLY CERTIFIED WITH DIGITAL CERTIFICATE AND ENCRYPTION TECHNOLOGY AUTHORIZED BY THE ARCHITECTURAL INSTITUTE OF BC AND THE ENGINEERS AND GEOSCIENTISTS BC. THE AUTHENTIC ORIGINAL HAS BEEN TRANSMITTED TO YOU IN DIGITAL FORM. ANY PRINTED VERSION CAN BE RELIED UPON AS A TRUE COPY OF THE ORIGINAL WHEN SUPPLIED BY THE ARCHITECT BEARING IMAGES OF THE PROFESSIONAL SEAL AND DIGITAL CERTIFICATE, OR WHEN PRINTED FROM THE DIGITALLY-CERTIFIED ELECTRONIC FILE PROVIDED BY THE ARCHITECT.

OWNER/CLIENT: POLAR PROJECTS DEVELOPMENT GROUP
(604)726-7760

02	RE-ISSUED FOR REZONING, DP & DVP	08/04/2023
01	RE-ISSUED FOR REZONING, DP & DVP	10/26/2022
NO.	REVISION	MD/Y

PROJECT NAME

**1885 HIGH RD
KELOWNA, BC**

PROJECT ADDRESS:

1885 HIGH RD AND 805 GLENMORE DR
KELOWNA, BC, V1Y 4G3



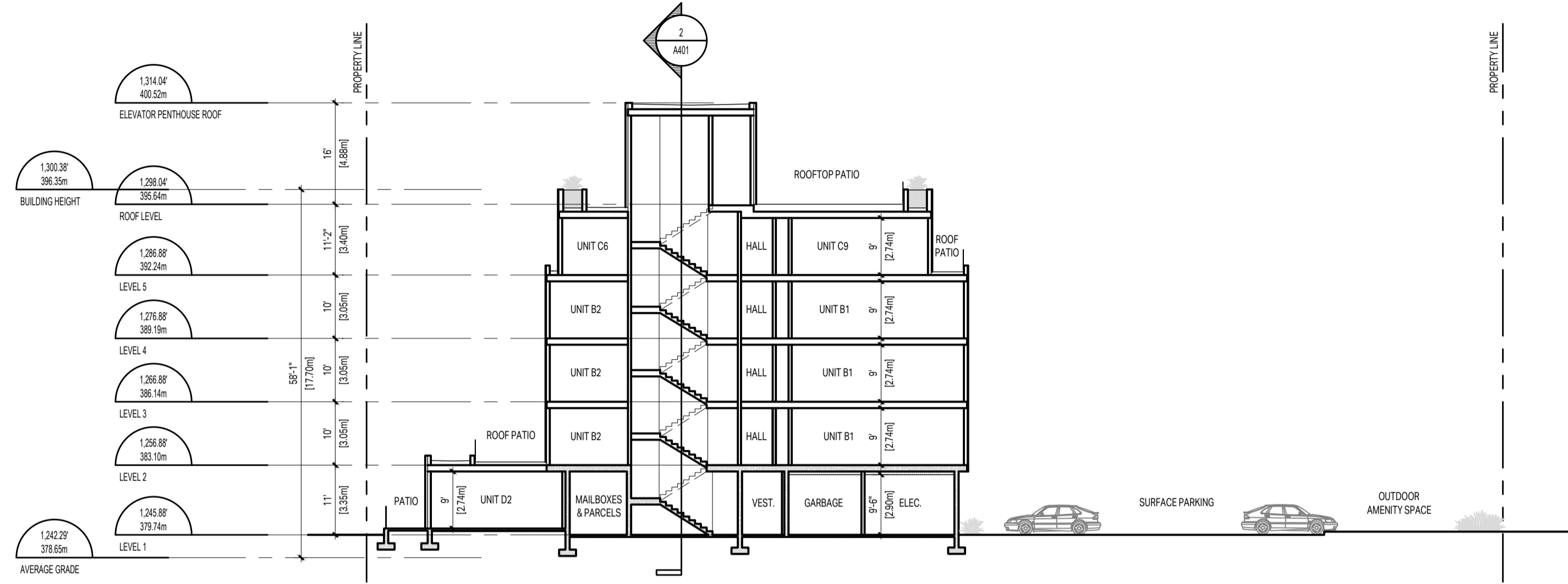
302-666 Cook Street, Victoria, BC, V8V 3Y7
778-584-0582 | info@charch.ca | charch.ca

CONSULTANTS:
STRUCTURAL: RENBOLD ENGINEERING
MECHANICAL: RENBOLD ENGINEERING
ELECTRICAL:
CIVIL:
LANDSCAPE: ECORA

DRAWING TITLE:

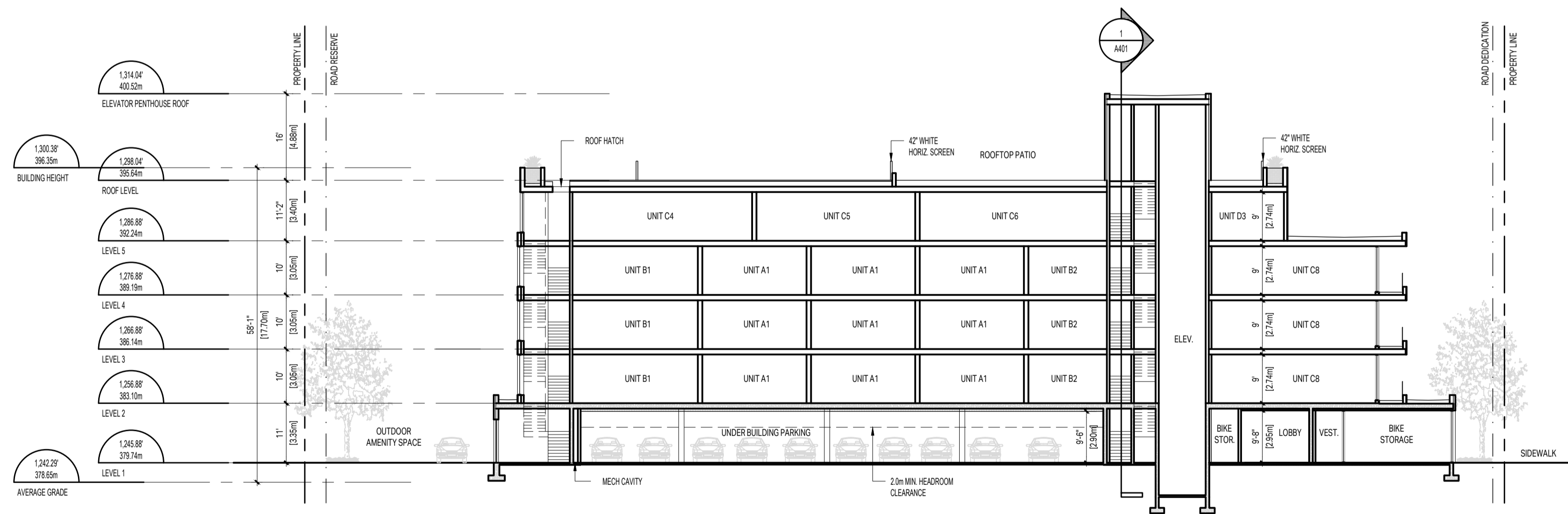
SECTIONS

PROJECT NO:	2102	DRAWN BY:	KG
SCALE:	1:200	REVIEW BY:	CH
DATE:	AUG. 2023	DRAWING NO.:	A401



1 SECTION A

1/A401
1:200



2 SECTION B

1/A401
1:200

SCHEDULE B

This forms part of application
DP21-0132 DVP21-0133

Planner Initials **TC**



SCHEDULE B
This forms part of application
DP21-0132 DVP21-0133
Planner Initials **TC**
City of **Kelowna**
DEVELOPMENT PLANNING



Copyright reserved. All parts of this drawing are the exclusive property of Colin Harper Architect and shall not be used without the Architect's written permission. All dimensions shall be verified by the Contractor before commencing work.



SEAL

NORTH ARROW

NOTES
 1. THIS DOCUMENT HAS BEEN DIGITALLY CERTIFIED WITH DIGITAL CERTIFICATE AND ENCRYPTION TECHNOLOGY AUTHORIZED BY THE ARCHITECTURAL INSTITUTE OF BC AND THE ENGINEERS AND GEOSCIENTISTS BC. THE AUTHORITY ORIGINAL HAS BEEN TRANSMITTED TO YOU IN DIGITAL FORM. ANY PRINTED VERSION CAN BE RELIED UPON AS A TRUE COPY OF THE ORIGINAL WHEN SUPPLIED BY THE ARCHITECT BEARING IMAGES OF THE PROFESSIONAL SEAL AND DIGITAL CERTIFICATE, OR WHEN PRINTED FROM THE DIGITALLY-CERTIFIED ELECTRONIC FILE PROVIDED BY THE ARCHITECT.

OWNER/CLIENT: POLAR PROJECTS DEVELOPMENT GROUP
 (604)726-7760

05	RE-ISSUED FOR REZONING, DP & DVP	09/04/2023
04	RE-ISSUED FOR REZONING, DP & DVP	10/26/2022
03	RE-ISSUED FOR REZONING, DP & DVP	03/28/2022
02	ISSUED FOR REZONING, OCP, DP & DVP	05/27/2021
01	ISSUED FOR OCP AMENDMENT + REZONING	04/20/2021
NO.	REVISION	MD/Y

1 AERIAL CONTEXT VIEW
 NTS

SCHEDULE B
 This forms part of application
 # DP21-0132 DVP21-0133
 City of Kelowna
 DEVELOPMENT PLANNING
 Planner Initials TC

PROJECT NAME
**1885 HIGH RD
 KELOWNA, BC**

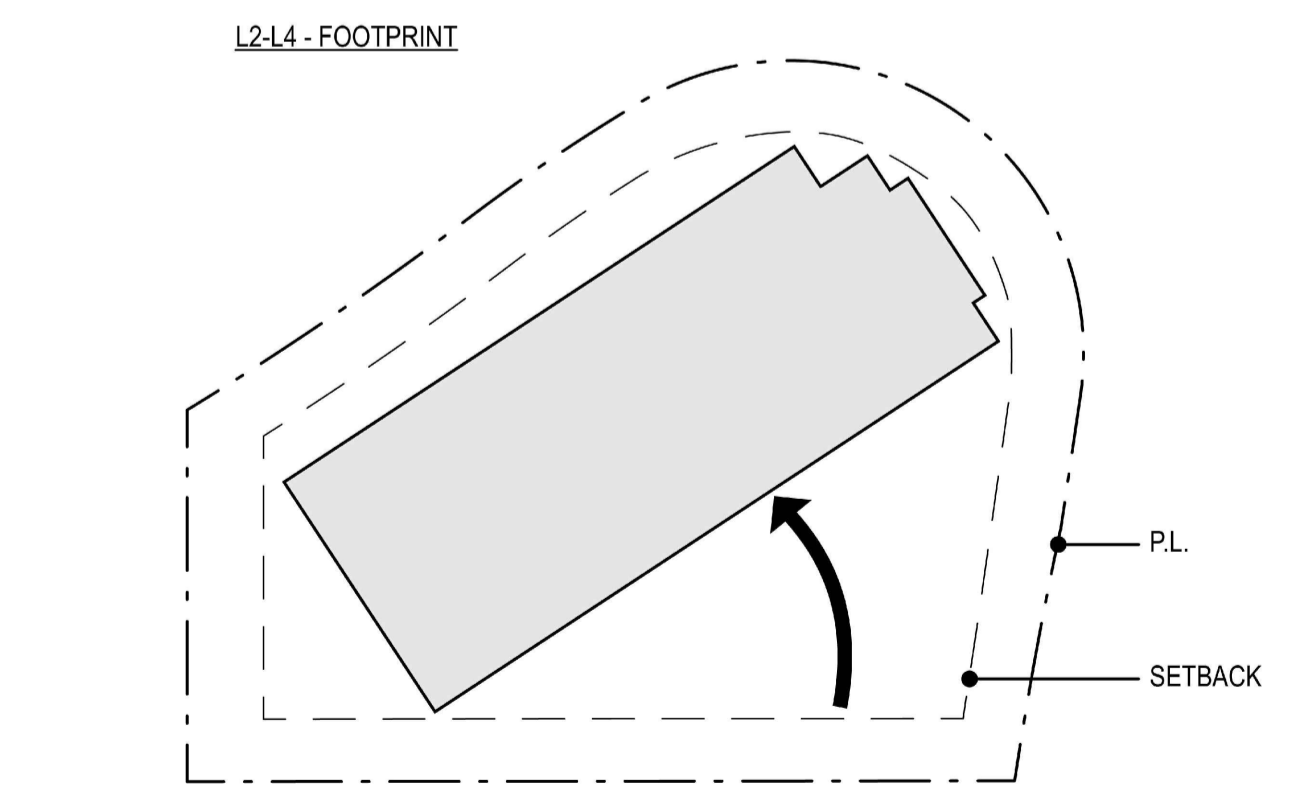
PROJECT ADDRESS
 1885 HIGH RD AND 805 GLENMORE DR
 KELOWNA, BC, V1Y 4G3

CHA
 COLIN HARPER ARCHITECT
 302-666 Cook Street, Victoria, BC, V8V 3Y7
 778-584-0582 | info@charch.ca | charch.ca

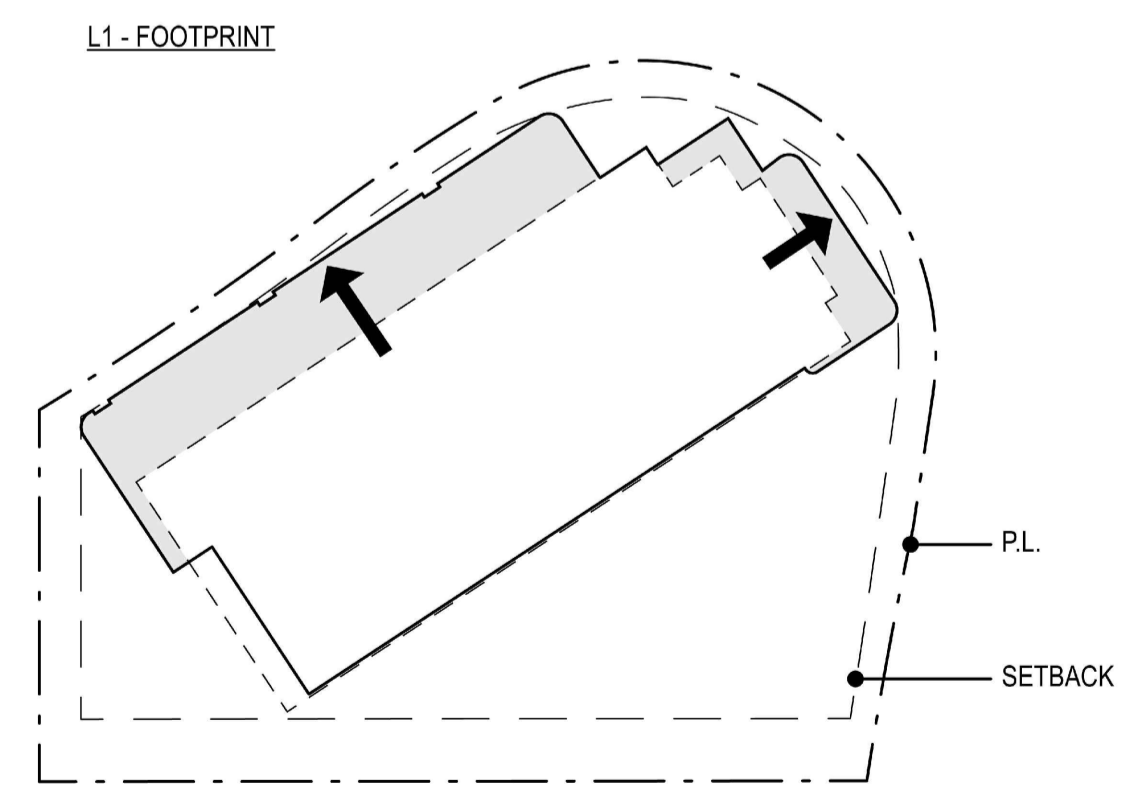
CONSULTANTS:
 STRUCTURAL: RENBOLD ENGINEERING
 MECHANICAL: RENBOLD ENGINEERING
 ELECTRICAL:
 CIVIL:
 LANDSCAPE: ECORA

DRAWING TITLE
**AERIAL CONTEXT
 & SITE STRATEGY**

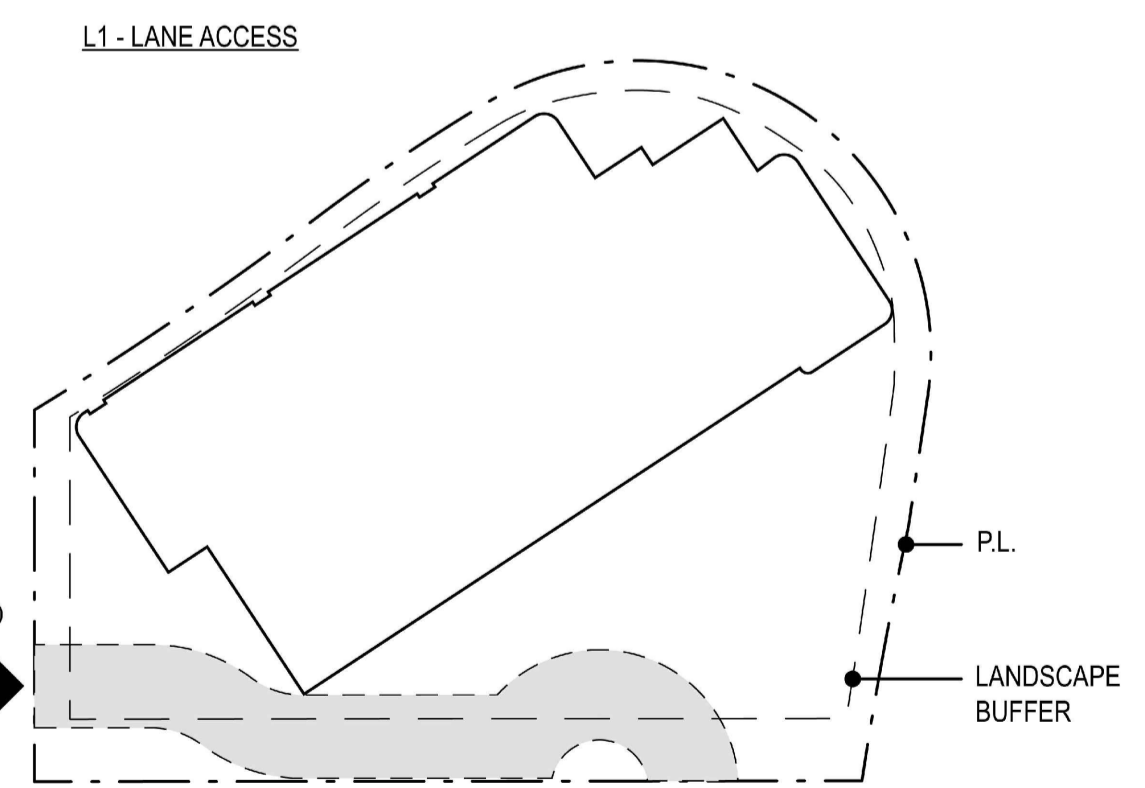
PROJECT NO:	2102	DRAWN BY:	CH
SCALE:	1:200	REVIEW BY:	CH
DATE:	AUG. 2023	DRAWING NO.:	A901



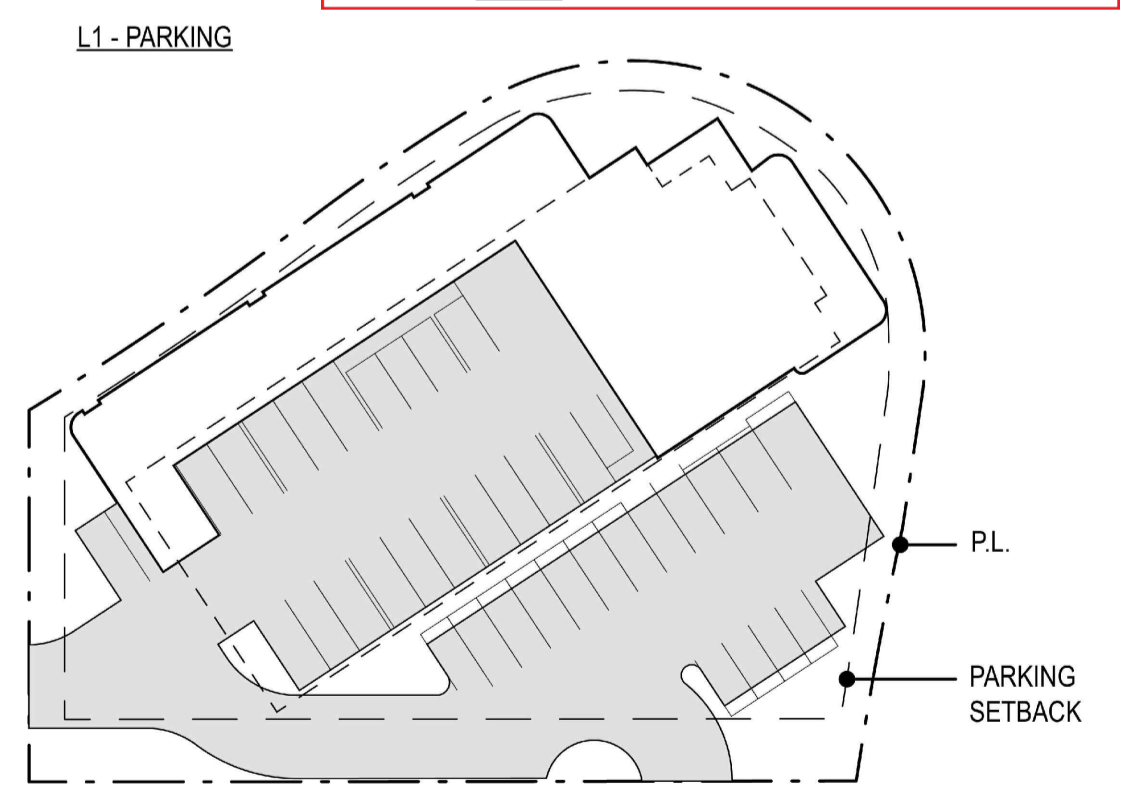
POSITION BUILDING WITHIN IRREGULARLY SHAPED LOT TO MAXIMIZE ALLOWABLE FSR



BUMP OUT GROUND FLOOR STREET-ORIENTED UNITS TO UTILIZE 2.0m SETBACK AT L1



REQUIRED SHARED LANE ACCESS
 LANE ACCESS



DUE TO ENVIRONMENTAL CONDITIONS, BELOW GRADE PARKING IS NOT FEASIBLE. PARKING IS MAXIMIZED WITHIN THE BUILDING FOOTPRINT, AND THE REMAINING PARKING IS ALLOCATED TO THE REAR OF THE BUILDING.

2 SITE STRATEGY DIAGRAMS
 NTS

SCHEDULE B

This forms part of application
DP21-0132 DVP21-0133

Planner Initials TC

City of Kelowna
DEVELOPMENT PLANNING





1 WEST FACING AT GLENMORE AND HIGH ROAD
NTS



2 ROOFTOP
NTS

Copyright reserved. All parts of this drawing are the exclusive property of Colin Harper Architect and shall not be used without the Architect's written permission. All dimensions shall be verified by the Contractor before commencing work.

SEAL



2023-08-04

NORTH ARROW

NOTES

- THIS DOCUMENT HAS BEEN DIGITALLY CERTIFIED WITH DIGITAL CERTIFICATE AND ENCRYPTION TECHNOLOGY AUTHORIZED BY THE ARCHITECTURAL INSTITUTE OF BC AND THE ENGINEERS AND GEOSCIENTISTS BC. THE AUTHORITY ORIGINAL HAS BEEN TRANSMITTED TO YOU IN DIGITAL FORM. ANY PRINTED VERSION CAN BE RELIED UPON AS A TRUE COPY OF THE ORIGINAL, WHEN SUPPLIED BY THE ARCHITECT, BEARING IMAGES OF THE PROFESSIONAL SEAL AND DIGITAL CERTIFICATE, OR WHEN PRINTED FROM THE DIGITALLY CERTIFIED ELECTRONIC FILE PROVIDED BY THE ARCHITECT.

OWNER/CLIENT: POLAR PROJECTS DEVELOPMENT GROUP
(604)726-7760


NO.	REVISION	MD/Y
05	RE-ISSUED FOR REZONING, DP & DVP	09/04/2023
04	RE-ISSUED FOR REZONING, DP & DVP	10/26/2022
03	RE-ISSUED FOR REZONING, DP & DVP	03/28/2022
02	ISSUED FOR REZONING, OCP, DP & DVP	05/20/2021
01	ISSUED FOR OCP AMENDMENT + REZONING	04/20/2021

PROJECT NAME

**1885 HIGH RD
KELOWNA, BC**

PROJECT ADDRESS:

1885 HIGH RD AND 805 GLENMORE DR
KELOWNA, BC, V1Y 4G3



COLIN HARPER ARCHITECT

302-666 Cook Street, Victoria, BC, V8V 3Y7
778-584-0582 | info@charch.ca | charch.ca

CONSULTANTS:

STRUCTURAL: RENOLD ENGINEERING
MECHANICAL: RENOLD ENGINEERING
ELECTRICAL:
CIVIL:
LANDSCAPE: ECORA

DRAWING TITLE:

PERSPECTIVE VIEWS

PROJECT NO:	2102	DRAWN BY:	CH
SCALE:	1:200	REVIEW BY:	CH
DATE:	AUG 2023	DRAWING NO:	A902



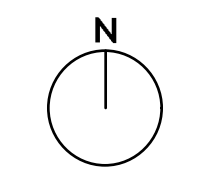
SCHEDULE C

This forms part of application # DP21-0132 DVP21-0133

Planner Initials **TC**

City of Kelowna DEVELOPMENT PLANNING

- NOTES**
1. PLANT MATERIAL AND CONSTRUCTION METHODS SHALL MEET OR EXCEED CANADIAN LANDSCAPE STANDARDS. ALL OFFSITE LANDSCAPE WORKS TO MEET CITY OF KELOWNA BYLAW 12375 STANDARDS.
 2. ALL SOFT LANDSCAPE AREAS SHALL BE WATERED BY A FULLY AUTOMATIC TIMED UNDERGROUND IRRIGATION SYSTEM.
 3. TREE AND SHRUB BEDS TO BE DRESSED IN A MINIMUM 75mm NATURAL WOOD MULCH AS SHOWN IN PLANS. DO NOT PLACE WEED MAT UNDERNEATH TREE AND SHRUB BEDS.
 4. SHRUB BEDS TO RECEIVE A MINIMUM 300mm DEPTH TOPSOIL PLACEMENT. TREE BEDS TO RECEIVE A MINIMUM 1000mm DEPTH TOPSOIL PLACEMENT. EXTEND DEPTH OF TREE BEDS WITHIN LANDSCAPE BUFFER AREAS (FRONT AND REAR) PER BYLAW 12375 TO ACHIEVE REQUIRED GROWING MEDIUM PER TREE.
 5. TURF AREA FROM SOD SHALL BE NO.1 GRADE GROWN FROM CERTIFIED SEED OF IMPROVED CULTIVARS REGISTERED FOR SALE IN B.C. AND SHALL BE TOLERANT OF DROUGHT CONDITIONS. A MINIMUM OF 150mm DEPTH OF GROWING MEDIUM IS REQUIRED BENEATH TURF AREAS. TURF AREAS SHALL MEET EXISTING GRADES AND HARD SURFACES FLUSH.
 6. SITE GRADING AND DRAINAGE WILL ENSURE THAT ALL STRUCTURES HAVE POSITIVE DRAINAGE AND THAT NO WATER OR LOOSE IMPEDIMENTS WILL BE DISCHARGED FROM THE LOT ONTO ADJACENT PUBLIC, COMMON, OR PRIVATE PROPERTIES.
 7. FOR CONFORMANCE WITH DEVELOPMENT PERMIT LANDSCAPE REQUIREMENTS, THE PRIME CONTRACTOR AND/OR CONSULTANTS RESPONSIBLE FOR SITE SERVICING AND UTILITIES SHALL ENSURE THAT ALL BUILDING PERMIT SUBMITTALS ARE COORDINATED WITH LANDSCAPE ARCHITECTURAL SUBMITTALS.



PROJECT TITLE
1885 HIGH ROAD

Kelowna, BC
 DRAWING TITLE

LANDSCAPE PLAN - AT GRADE

ISSUED FOR / REVISION

2	21.05.28	Review
3	22.02.28	Review
4	22.10.14	Review
5	22.10.25	Development Permit
6	23.08.09	Development Permit

PROJECT NO. 21-072
 DESIGN BY KM/NM
 DRAWN BY TR
 CHECKED BY FB
 DATE AUG. 09, 2023
 SCALE 1:200
 PAGE SIZE 24x36"

SEAL



DRAWINGS NUMBER

L1/4

NOT FOR CONSTRUCTION
 Copyright Reserved. This drawing is the property of Ecora Engineering & Resources Group Ltd. and shall not be reproduced, resold, or rendered without permission.

PLANT LIST - AT GRADE *PLANT QUANTITIES ESTIMATED ONLY. NOT FOR PRICING*

BOTANICAL NAME	COMMON NAME	*QTY	SIZE / SPACING & REMARKS
TREES			
ACER SACCHARUM 'JEFFERNO'	INFERNO MAPLE	11	5cm CAL
CARPINUS CAROLINIANA 'CCSQU'	PALISADE AMERICAN HORNBEAM	3	4cm CAL
CORNUS KOUSA 'SCHMRED'	HEART THROB DOGWOOD	6	3cm CAL
FRAXINUS PENNSYLVANICA 'OCONEE'	GEORGIA GEM ASH	2	5cm CAL
LIRIODENDRON TULIPIFERA 'FASTIGIATA'	COLUMNAR TULIP TREE	2	5cm CAL
SHRUBS			
BERBERIS THUNBERGII 'GENTRY'	ROYAL BURGUNDY BARBERRY	28	#02 CONT. /1.5m O.C. SPACING
PHILADELPHUS LEWISII 'WATERTON'	WATERON MOCKORANGE	16	#02 CONT. /2.0m O.C. SPACING
PICEA ABIES 'PUMILA'	NORWAY SPRUCE	16	#02 CONT. /2.0m O.C. SPACING
ROSA WOODSI	WESTERN WILD ROSE	16	#02 CONT. /2.0m O.C. SPACING
SALIX PURPUREA 'NANA'	DWARF ARCTIC WILLOW	28	#02 CONT. /1.5m O.C. SPACING
PERENNIALS & ORNAMENTAL GRASSES			
ARCTOSTAPHYLOS UVA-URSI	KINNICKINICK	68	#01 CONT. /1.0m O.C. SPACING
HELIOPSIS HELIANTHOIDES 'SUMMER SUN'	SUMMER SUN FALSE SUNFLOWER	15	#01 CONT. /1.5m O.C. SPACING
HOSTA 'PATRIOT'	PATRIOT HOSTA	35	#01 CONT. /1.0m O.C. SPACING
NEPETA X FAASSENII 'WALKER'S LOW'	WALKER'S LOW CATMINT	15	#01 CONT. /1.5m O.C. SPACING
PENNISETUM ALOPECUROIDES	FOUNTAIN GRASS	35	#01 CONT. /1.0m O.C. SPACING
SALVIA NEMOROSA 'MAY NIGHT'	MAY NIGHT MEADOW SAGE	15	#01 CONT. /1.5m O.C. SPACING



SCHEDULE C

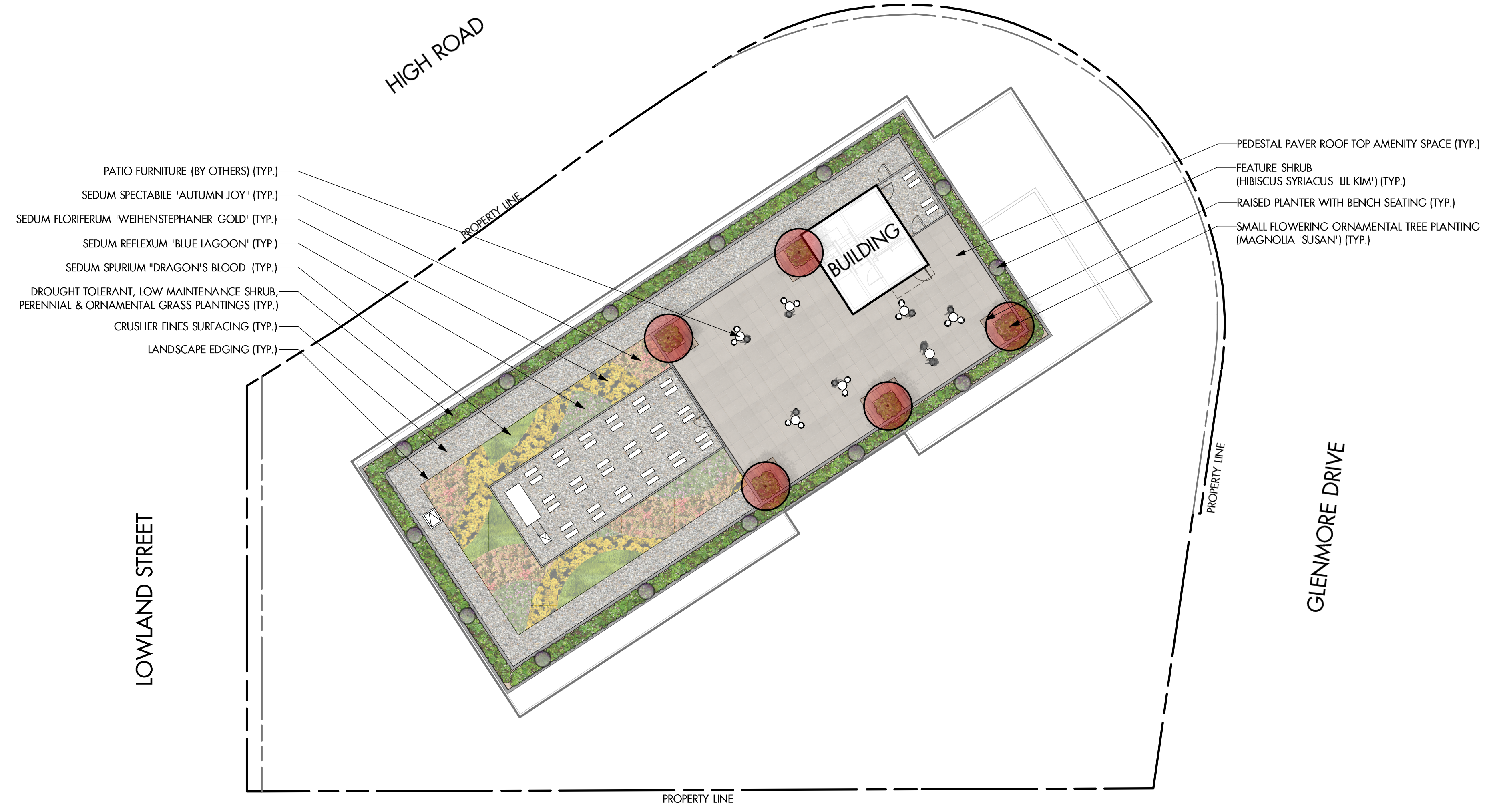
This forms part of application
 # DP21-0132 DVP21-0133

City of Kelowna
 DEVELOPMENT PLANNING

Planner Initials TC

ecora

200-2045 Enterprise Way
 Kelowna, BC V1Y 9T5
 T (250) 469-9757
 www.ecora.ca



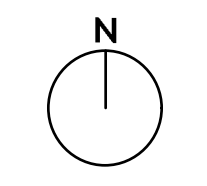
NOTES

1. PLANT MATERIAL AND CONSTRUCTION METHODS SHALL MEET OR EXCEED CANADIAN LANDSCAPE STANDARDS. ALL OFFSITE LANDSCAPE WORKS TO MEET CITY OF KELOWNA BYLAW 12375 STANDARDS.
2. ALL SOFT LANDSCAPE AREAS SHALL BE WATERED BY A FULLY AUTOMATIC TIMED UNDERGROUND IRRIGATION SYSTEM.
3. TREE AND SHRUB BEDS TO BE DRESSED IN A MINIMUM 75mm NATURAL WOOD MULCH AS SHOWN IN PLANS. DO NOT PLACE WEED MAT UNDERNEATH TREE AND SHRUB BEDS.
4. SHRUB BEDS TO RECEIVE A MINIMUM 300mm DEPTH TOPSOIL PLACEMENT. TREE BEDS TO RECEIVE A MINIMUM 1000mm DEPTH TOPSOIL PLACEMENT. EXTEND DEPTH OF TREE BEDS WITHIN LANDSCAPE BUFFER AREAS (FRONT AND REAR) PER BYLAW 12375 TO ACHIEVE REQUIRED GROWING MEDIUM PER TREE.
5. TURF AREA FROM SOD SHALL BE NO.1 GRADE GROWN FROM CERTIFIED SEED OF IMPROVED CULTIVARS REGISTERED FOR SALE IN B.C. AND SHALL BE TOLERANT OF DROUGHT CONDITIONS. A MINIMUM OF 150mm DEPTH OF GROWING MEDIUM IS REQUIRED BENEATH TURF AREAS. TURF AREAS SHALL MEET EXISTING GRADES AND HARD SURFACES FLUSH.
6. SITE GRADING AND DRAINAGE WILL ENSURE THAT ALL STRUCTURES HAVE POSITIVE DRAINAGE AND THAT NO WATER OR LOOSE IMPEDIMENTS WILL BE DISCHARGED FROM THE LOT ONTO ADJACENT PUBLIC, COMMON, OR PRIVATE PROPERTIES.
7. FOR CONFORMANCE WITH DEVELOPMENT PERMIT LANDSCAPE REQUIREMENTS, THE PRIME CONTRACTOR AND/OR CONSULTANTS RESPONSIBLE FOR SITE SERVICING AND UTILITIES SHALL ENSURE THAT ALL BUILDING PERMIT SUBMITTALS ARE COORDINATED WITH LANDSCAPE ARCHITECTURAL SUBMITTALS.

PLANT LIST - ROOF

PLANT QUANTITIES ESTIMATED ONLY. NOT FOR PRICING

BOTANICAL NAME	COMMON NAME	*QTY	SIZE / SPACING & REMARKS
TREES			
MAGNOLIA 'SUSAN'	SUSAN MAGNOLIA	5	3m CAL
SHRUBS			
BERBERIS THUNBERGII 'GENTRY'	ROYAL BURGUNDY BARBERRY	8	#02 CONT. /1.5m O.C. SPACING
HIBISCUS SYRIACUS 'LIL KIM'	LIL KIM ROSE OF SHARON	14	#05 CONT. /PER PLANS
PICEA ABIES 'PUMILA'	NORWAY SPRUCE	4	#02 CONT. /2.0m O.C. SPACING
ROSA WOODSI	WESTERN WILD ROSE	4	#02 CONT. /2.0m O.C. SPACING
SALIX PURPUREA 'NANA'	DWARF ARCTIC WILLOW	8	#02 CONT. /1.5m O.C. SPACING
PERENNIALS & ORNAMENTAL GRASSES			
ARCTOSTAPHYLOS UVA-URSI	KINNIKINNICK	9	#01 CONT. /1.0m O.C. SPACING
HELIOPSIS HELIANTHOIDES 'SUMMER SUN'	SUMMER SUN FALSE SUNFLOWER	4	#01 CONT. /1.5m O.C. SPACING
NEPETA X FAASSENII 'WALKER'S LOW'	WALKER'S LOW CATMINT	9	#01 CONT. /1.0m O.C. SPACING
PENNISETUM ALOPECUROIDES	FOUNTAIN GRASS	4	#01 CONT. /1.5m O.C. SPACING
SALVIA NEMOROSA 'MAY NIGHT'	MAY NIGHT MEADOW SAGE	9	#01 CONT. /1.0m O.C. SPACING
SEDUM FLORIFERUM 'WEIHENSTEPHANER GOLD'	GOLD STONECROP	114	PLUGS/0.6m O.C. SPACING
SEDUM REFLEXUM 'BLUE LAGOON'	BLUE LAGOON STONECROP	58	PLUGS/0.6m O.C. SPACING
SEDUM SPECTABILE 'AUTUMN JOY'	AUTUMN JOY STONECROP	111	PLUGS/0.6m O.C. SPACING
SEDUM SPURIUM 'DRAGON'S BLOOD'	DRAGON'S BLOOD STONECROP	56	PLUGS/0.6m O.C. SPACING



PROJECT TITLE
1885 HIGH ROAD

Kelowna, BC

DRAWING TITLE
LANDSCAPE PLAN - ROOF

ISSUED FOR / REVISION	DATE	BY
2	21.05.28	Review
3	22.02.28	Review
4	22.10.14	Review
5	22.10.25	Development Permit
6	23.08.09	Development Permit

PROJECT NO.	21-072
DESIGN BY	KM/NM
DRAWN BY	TR
CHECKED BY	FB
DATE	AUG. 09, 2023
SCALE	1:200
PAGE SIZE	24x36"

SEAL



DRAWING NUMBER

L2/4

NOT FOR CONSTRUCTION
 Copyright Reserved. This drawing is the property of Ecora Engineering & Resources Group Ltd. and shall not be reproduced, resold, or rendered without permission.



SCHEDULE C

This forms part of application
DP21-0132 DVP21-0133

Planner Initials **TC**

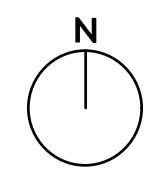
City of Kelowna
DEVELOPMENT PLANNING

WATER CONSERVATION CALCULATIONS

LANDSCAPE MAXIMUM WATER BUDGET (WB) = 1028 cu.m. / year
ESTIMATED LANDSCAPE WATER USE (WU) = 356 cu.m. / year
WATER BALANCE = 672 cu.m. / year
*REFER ATTACHED IRRIGATION APPLICATION FOR DETAILED CALCULATIONS

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

- IRRIGATION LEGEND**
- ZONE #1:** HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS
TOTAL AREA: 184 sq.m.
MICROCLIMATE: NORTHWEST EXPOSURE, PARTIALLY SHADED BY TREES & BUILDING
ESTIMATED ANNUAL WATER USE: 61 cu.m.
 - ZONE #2:** HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS
TOTAL AREA: 111 sq.m.
MICROCLIMATE: NORTHEAST EXPOSURE, PARTIALLY SHADED BY TREES & BUILDING
ESTIMATED ANNUAL WATER USE: 37 cu.m.
 - ZONE #3:** HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS
TOTAL AREA: 193 sq.m.
MICROCLIMATE: SOUTHEAST EXPOSURE, PARTIALLY SHADED BY TREES & BUILDING
ESTIMATED ANNUAL WATER USE: 64 cu.m.
 - ZONE #4:** HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS
TOTAL AREA: 176 sq.m.
MICROCLIMATE: SOUTHWEST EXPOSURE, PARTIALLY SHADED BY TREES
ESTIMATED ANNUAL WATER USE: 59 cu.m.
 - ZONE #5:** LOW VOLUME POP-UP SPRAYHEADS FOR TURF AREAS
TOTAL AREA: 39 sq.m.
MICROCLIMATE: SOUTHEAST EXPOSURE, PARTIALLY SHADED BY TREES
ESTIMATED ANNUAL WATER USE: 33 cu.m.
 - ZONE #6:** LOW VOLUME POP-UP SPRAYHEADS FOR TURF AREAS
TOTAL AREA: 34 sq.m.
MICROCLIMATE: SOUTHWEST EXPOSURE, PARTIALLY SHADED BY TREES
ESTIMATED ANNUAL WATER USE: 29 cu.m.
 - ZONE #7:** HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE ROOFTOP PLANTING AREAS
TOTAL AREA: 118 sq.m.
MICROCLIMATE: SOUTHWEST EXPOSURE, PARTIALLY SHADED BY TREES
ESTIMATED ANNUAL WATER USE: 39 cu.m.
 - ZONE #8:** HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR LOW WATER USE SEDUM ROOFTOP PLANTING AREAS
TOTAL AREA: 123 sq.m.
MICROCLIMATE: SOUTHWEST EXPOSURE, PARTIALLY SHADED BY TREES
ESTIMATED ANNUAL WATER USE: 33 cu.m.



PROJECT TITLE
1885 HIGH ROAD

Kelowna, BC
DRAWING TITLE

**WATER CONSERVATION/
IRRIGATION PLAN -
AT GRADE**

ISSUED FOR / REVISION	DATE	BY
2	21.05.28	Review
3	22.02.28	Review
4	22.10.14	Review
5	22.10.25	Development Permit
6	23.08.09	Development Permit

PROJECT NO.	21-072
DESIGN BY	KW/NM
DRAWN BY	TR
CHECKED BY	FB
DATE	AUG. 09, 2023
SCALE	1:200
PAGE SIZE	24"x36"

SEAL



DRAWING NUMBER

L3/4

NOT FOR CONSTRUCTION
Copyright Reserved. This drawing is the property of Ecora Engineering & Resources Group Ltd. and shall not be reproduced, resold, or rendered without permission.



SCHEDULE C

This forms part of application
 # DP21-0132 DVP21-0133

Planner Initials **TC**

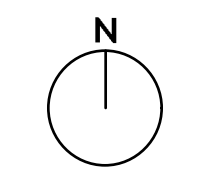
City of Kelowna
 DEVELOPMENT PLANNING

WATER CONSERVATION CALCULATIONS

LANDSCAPE MAXIMUM WATER BUDGET (WB) = 1028 cu.m. / year
 ESTIMATED LANDSCAPE WATER USE (WU) = 356 cu.m. / year
 WATER BALANCE = 672 cu.m. / year
 *REFER ATTACHED IRRIGATION APPLICATION FOR DETAILED CALCULATIONS

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

- IRRIGATION LEGEND**
- ZONE #1:** HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS
 TOTAL AREA: 184 sq.m.
 MICROCLIMATE: NORTHWEST EXPOSURE, PARTIALLY SHADED BY TREES & BUILDING
 ESTIMATED ANNUAL WATER USE: 61 cu.m.
 - ZONE #2:** HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS
 TOTAL AREA: 111 sq.m.
 MICROCLIMATE: NORTHEAST EXPOSURE, PARTIALLY SHADED BY TREES & BUILDING
 ESTIMATED ANNUAL WATER USE: 37 cu.m.
 - ZONE #3:** HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS
 TOTAL AREA: 193 sq.m.
 MICROCLIMATE: SOUTHEAST EXPOSURE, PARTIALLY SHADED BY TREES & BUILDING
 ESTIMATED ANNUAL WATER USE: 64 cu.m.
 - ZONE #4:** HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS
 TOTAL AREA: 176 sq.m.
 MICROCLIMATE: SOUTHWEST EXPOSURE, PARTIALLY SHADED BY TREES
 ESTIMATED ANNUAL WATER USE: 59 cu.m.
 - ZONE #5:** LOW VOLUME POP-UP SPRAYHEADS FOR TURF AREAS
 TOTAL AREA: 39 sq.m.
 MICROCLIMATE: SOUTHEAST EXPOSURE, PARTIALLY SHADED BY TREES
 ESTIMATED ANNUAL WATER USE: 33 cu.m.
 - ZONE #6:** LOW VOLUME POP-UP SPRAYHEADS FOR TURF AREAS
 TOTAL AREA: 34 sq.m.
 MICROCLIMATE: SOUTHWEST EXPOSURE, PARTIALLY SHADED BY TREES
 ESTIMATED ANNUAL WATER USE: 29 cu.m.
 - ZONE #7:** HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE ROOFTOP PLANTING AREAS
 TOTAL AREA: 118 sq.m.
 MICROCLIMATE: SOUTHWEST EXPOSURE, PARTIALLY SHADED BY TREES
 ESTIMATED ANNUAL WATER USE: 39 cu.m.
 - ZONE #8:** HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR LOW WATER USE SEDUM ROOFTOP PLANTING AREAS
 TOTAL AREA: 123 sq.m.
 MICROCLIMATE: SOUTHWEST EXPOSURE, PARTIALLY SHADED BY TREES
 ESTIMATED ANNUAL WATER USE: 33 cu.m.



PROJECT TITLE
1885 HIGH ROAD

Kelowna, BC
 DRAWING TITLE

WATER CONSERVATION/ IRRIGATION PLAN - ROOF

ISSUED FOR / REVISION	DATE	REVISION
2	21.05.28	Review
3	22.02.28	Review
4	22.10.14	Review
5	22.10.25	Development Permit
6	23.08.09	Development Permit

PROJECT NO.	21-072
DESIGN BY	KW/NM
DRAWN BY	TR
CHECKED BY	FB
DATE	AUG. 09, 2023
SCALE	1:200
PAGE SIZE	24"x36"

SEAL



DRAWING NUMBER

L4/4

NOT FOR CONSTRUCTION
 Copyright Reserved. This drawing is the property of Ecora Engineering & Resources Group Ltd. and shall not be reproduced, resold, or rendered without permission.

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

SECTION 2.0: GENERAL RESIDENTIAL AND MIXED USE						
RATE PROPOSALS COMPLIANCE TO PERTINENT GUIDELINE <i>(1 is least complying & 5 is highly complying)</i>	N/A	1	2	3	4	5
2.1 General residential & mixed use guidelines						
2.1.1 Relationship to the Street	N/A	1	2	3	4	5
a. Orient primary building facades and entries to the fronting street or open space to create street edge definition and activity.						✓
b. On corner sites, orient building facades and entries to both fronting streets.						✓
c. Minimize the distance between the building and the sidewalk to create street definition and a sense of enclosure.						✓
d. Locate and design windows, balconies, and street-level uses to create active frontages and 'eyes on the street', with additional glazing and articulation on primary building facades.						✓
e. Ensure main building entries are clearly visible with direct sight lines from the fronting street.						✓
f. Avoid blank, windowless walls along streets or other public open spaces.						✓
g. Avoid the use of roll down panels and/or window bars on retail and commercial frontages that face streets or other public open spaces.	✓					
2.1.2 Scale and Massing	N/A	1	2	3	4	5
a. Provide a transition in building height from taller to shorter buildings both within and adjacent to the site with consideration for future land use direction.						✓
b. Break up the perceived mass of large buildings by incorporating visual breaks in facades.					✓	
c. Step back the upper storeys of buildings and arrange the massing and siting of buildings to: <ul style="list-style-type: none"> Minimize the shadowing on adjacent buildings as well as public and open spaces such as sidewalks, plazas, and courtyards; and Allow for sunlight onto outdoor spaces of the majority of ground floor units during the winter solstice. 						✓
2.1.3 Site Planning	N/A	1	2	3	4	5
a. Site and design buildings to respond to unique site conditions and opportunities, such as oddly shaped lots, location at prominent intersections, framing of important open spaces, corner lots, sites with buildings that terminate a street end view, and views of natural features.						✓
b. Use Crime Prevention through Environmental Design (CPTED) principles to better ensure public safety through the use of appropriate lighting, visible entrances, opportunities for natural surveillance, and clear sight lines for pedestrians.						✓

c. Limit the maximum grades on development sites to 30% (3:1)						✓
d. Design internal circulation patterns (street, sidewalks, pathways) to be integrated with and connected to the existing and planned future public street, bicycle, and/or pedestrian network.					✓	
e. Incorporate easy-to-maintain traffic calming features, such as on-street parking bays and curb extensions, textured materials, and crosswalks.						✓
f. Apply universal accessibility principles to primary building entries, sidewalks, plazas, mid-block connections, lanes, and courtyards through appropriate selection of materials, stairs, and ramps as necessary, and the provision of wayfinding and lighting elements.					✓	
2.1.4 Site Servicing, Access, and Parking	N/A	1	2	3	4	5
a. Locate off-street parking and other 'back-of-house' uses (such as loading, garbage collection, utilities, and parking access) away from public view.					✓	
b. Ensure utility areas are clearly identified at the development permit stage and are located to not unnecessarily impact public or common open spaces.						✓
c. Avoid locating off-street parking between the front façade of a building and the fronting public street.					✓	
d. In general, accommodate off-street parking in one of the following ways, in order of preference: <ul style="list-style-type: none"> • Underground (where the high water table allows) • Parking in a half-storey (where it is able to be accommodated to not negatively impact the street frontage); • Garages or at-grade parking integrated into the building (located at the rear of the building); and • Surface parking at the rear, with access from the lane or secondary street wherever possible. 						✓
e. In cases where publicly visible parking is unavoidable, screen using strategies such as: <ul style="list-style-type: none"> • Landscaping; • Trellises; • Grillwork with climbing vines; or • Other attractive screening with some visual permeability. 					✓	
f. Provide bicycle parking at accessible locations on site, including: <ul style="list-style-type: none"> • Covered short-term parking in highly visible locations, such as near primary building entrances; and • Secure long-term parking within the building or vehicular parking area. 						✓
g. Provide clear lines of site at access points to parking, site servicing, and utility areas to enable casual surveillance and safety.						✓
h. Consolidate driveway and laneway access points to minimize curb cuts and impacts on the pedestrian realm or common open spaces.						✓

i. Minimize negative impacts of parking ramps and entrances through treatments such as enclosure, screening, high quality finishes, sensitive lighting and landscaping.						✓
2.1.5 Streetscapes, Landscapes, and Public Realm Design	N/A	1	2	3	4	5
a. Site buildings to protect mature trees, significant vegetation, and ecological features.				✓		
b. Site trees, shrubs, and other landscaping appropriately to maintain sight lines and circulation.						✓
c. Design attractive, engaging, and functional on-site open spaces with high quality, durable, and contemporary materials, colors, lighting, furniture, and signage.						✓
d. Ensure site planning and design achieves favourable microclimate outcomes through strategies such as: <ul style="list-style-type: none"> • Locating outdoor spaces where they will receive ample sunlight throughout the year; • Using materials and colors that minimize heat absorption; • Planting both evergreen and deciduous trees to provide a balance of shading in the summer and solar access in the winter; and • Using building mass, trees and planting to buffer wind. 						✓
e. Use landscaping materials that soften development and enhance the public realm.						✓
f. Plant native and/or drought tolerant trees and plants suitable for the local climate.						✓
g. Select trees for long-term durability, climate and soil suitability, and compatibility with the site's specific urban conditions.						✓
h. Employ on-site wayfinding strategies that create attractive and appropriate signage for pedestrians, cyclists, and motorists using a 'family' of similar elements.					✓	
2.1.6 Building Articulation, Features and Materials	N/A	1	2	3	4	5
a. Express a unified architectural concept that incorporates variation in façade treatments. Strategies for achieving this include: <ul style="list-style-type: none"> • Articulating facades by stepping back or extending forward a portion of the façade to create a series of intervals or breaks; • Repeating window patterns on each step-back and extension interval; • Providing a porch, patio, or deck, covered entry, balcony and/or bay window for each interval; and • Changing the roof line by alternating dormers, stepped roofs, gables, or other roof elements to reinforce each interval. 					✓	
b. Incorporate a range of architectural features and details into building facades to create visual interest, especially when approached by pedestrians. Include architectural features such as: bay windows and balconies; corner feature accents, such as turrets or cupolas; variations in roof height, shape and detailing; building entries; and canopies and overhangs.						✓

Include architectural details such as: Masonry such as tiles, brick, and stone; siding including score lines and varied materials to distinguish between floors; articulation of columns and pilasters; ornamental features and art work; architectural lighting; grills and railings; substantial trim details and moldings / cornices; and trellises, pergolas, and arbors.						
c. Design buildings to ensure that adjacent residential properties have sufficient visual privacy (e.g. by locating windows to minimize overlook and direct sight lines into adjacent units), as well as protection from light trespass and noise.					✓	
d. Design buildings such that their form and architectural character reflect the buildings internal function and use.						✓
e. Incorporate substantial, natural building materials such as masonry, stone, and wood into building facades.						✓
f. Provide weather protection such as awnings and canopies at primary building entries.						✓
g. Place weather protection to reflect the building's architecture.						✓
h. Limit signage in number, location, and size to reduce visual clutter and make individual signs easier to see.						✓
i. Provide visible signage identifying building addresses at all entrances.						✓


SECTION 4.0: LOW & MID-RISE RESIDENTIAL MIXED USE						
RATE PROPOSALS COMPLIANCE TO PERTINENT GUIDELINE <i>(1 is least complying & 5 is highly complying)</i>	N/A	1	2	3	4	5
4.1 Low & mid-rise residential & mixed use guidelines						
4.1.1 Relationship to the Street	N/A	1	2	3	4	5
h. Ensure lobbies and main building entries are clearly visible from the fronting street.						✓
i. Avoid blank walls at grade wherever possible by: <ul style="list-style-type: none"> • Locating enclosed parking garages away from street frontages or public open spaces; • Using ground-oriented units or glazing to avoid creating dead frontages; and • When unavoidable, screen blank walls with landscaping or incorporate a patio café or special materials to make them more visually interesting. 						✓
Residential & Mixed Use Buildings						
j. Set back residential buildings on the ground floor 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. <ul style="list-style-type: none"> • A maximum 1.2 m height (e.g. 5-6 steps) is desired for front entryways. 					✓	

ATTACHMENT B

This forms part of application
DP21-0132 DVP21-0133

Planner Initials **TC**

City of **Kelowna**
DEVELOPMENT PLANNING



<ul style="list-style-type: none"> Exceptions can be made in cases where the water table requires this to be higher. In these cases, provide a larger patio and screen parking with ramps, stairs and landscaping. 						
k. Incorporate individual entrances to ground floor units accessible from the fronting street or public open spaces.						✓
l. Site and orient buildings so that windows and balconies overlook public streets, parks, walkways, and shared amenity spaces while minimizing views into private residences.						✓
4.1.2 Scale and Massing	N/A	1	2	3	4	5
a. Residential building facades should have a maximum length of 60 m. A length of 40 m is preferred.						✓
b. Residential buildings should have a maximum width of 24 m.						✓
c. Buildings over 40 m in length should incorporate a significant horizontal and vertical break in the façade.				✓		
d. For commercial facades, incorporate a significant break at intervals of approximately 35 m.	✓					
4.1.3 Site Servicing, Access, and Parking	N/A	1	2	3	4	5
a. On sloping sites, floor levels should step to follow natural grade and avoid the creation of blank walls.	✓					
b. Site buildings to be parallel to the street and to have a distinct front-to-back orientation to public street and open spaces and to rear yards, parking, and/or interior court yards: <ul style="list-style-type: none"> Building sides that interface with streets, mid-block connections and other open spaces and should positively frame and activate streets and open spaces and support pedestrian activity; and Building sides that are located away from open spaces (building backs) should be designed for private/shared outdoor spaces and vehicle access. 						✓
4.1.4 Site Servicing, Access and Parking	N/A	1	2	3	4	5
a. Vehicular access should be from the lane. Where there is no lane, and where the re-introduction of a lane is difficult or not possible, access may be 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 minimised; and There is no more than one curb cut per property. 						✓
b. Above grade structure parking should only be provided in instances where the site or high water table does not allow for other parking forms and should be screened from public view with active retail uses, active residential uses, architectural or landscaped screening elements.					✓	
c. 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 						✓

<ul style="list-style-type: none"> 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	N/A	1	2	3	4	5
a. Integrate publicly accessible private spaces (e.g. private courtyards accessible and available to the public) with public open areas to create seamless, contiguous spaces.						✓
b. Locate semi-private open spaces to maximize sunlight penetration, minimize noise disruptions, and minimize 'overlook' from adjacent units.						✓
Rooftop Amenity Spaces						
c. Design shared rooftop amenity spaces (such as outdoor recreation space and rooftop gardens on the top of a parkade) 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 by using fencing, landscaping, or architectural screening. 						✓
d. Reduce the heat island affect 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, and Materials	N/A	1	2	3	4	5
a. Articulate building facades into intervals that are a maximum of 15 m wide for mixed-use buildings and 20 m wide for residential buildings. Strategies for articulating buildings should consider the potential impacts on energy performance 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 façade; Repeating window pattern intervals that correspond to extensions and step backs (articulation) in the building façade; 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. 					✓	

b. Break up the building mass by incorporating elements that define a building's base, middle and top.					✓	
c. Use an integrated, consistent range of materials and colors and provide variety, by for example, using accent colors.					✓	
d. Incorporate distinct architectural treatments for corner sites and highly visible buildings such as varying the roofline, articulating the façade, adding pedestrian space, increasing the number and size of windows, and adding awnings or canopies.						✓
e. Provide weather protection (e.g. awnings, canopies, overhangs, etc.) along all commercial streets and plazas 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. 					✓	
f. Architecturally-integrate awnings, canopies, and overhangs to the building and incorporate architectural design features of buildings from which they are supported.					✓	
g. Place and locate awnings and canopies to reflect the building's architecture and fenestration pattern.					✓	
h. Place awnings and canopies to balance weather protection with daylight penetration. Avoid continuous opaque canopies that run the full length of facades.						✓
i. Provide attractive signage on commercial buildings that identifies uses and shops clearly but which is scaled to the pedestrian rather than the motorist. Some exceptions can be made for buildings located on highways and/or major arterials in alignment with the City's Sign Bylaw.						✓
j. Avoid the following types of signage: <ul style="list-style-type: none"> • Internally lit plastic box signs; • Pylon (stand alone) signs; and • Rooftop signs. 						✓
k. Uniquely branded or colored signs are encouraged to help establish a special character to different neighbourhoods.					✓	

ATTACHMENT B

This forms part of application
DP21-0132 DVP21-0133

Planner Initials **TC**



City of
Kelowna
DEVELOPMENT PLANNING



August 14, 2023

Ecora File No.: 220191

**City of Kelowna Planning Department
per Millennium Development Corporation**
2755 Tutt Street
Kelowna, BC V1Y 0G1

Attention: Tyler Caswell - City of Kelowna 1885 High Road Multifamily File Manager

Reference: 1885 High Road Multifamily Landscape Zoning Bylaw Deviations Clarifications

Dear Tyler,

Trees are proposed along the all four sides of the project per the standards set by the City of Kelowna Zoning Bylaw 12375 as shown on the plans (L1/4) and outlined in the zoning bylaw summary table.

Growing medium volumes are provided for the trees per the requirements set by the City of Kelowna Zoning Bylaw 12375.

A continuous laterally connected trench of growing medium is provided along the width of the fronting property and within the setback areas. Soil cells are used to provide growing medium underneath all proposed paved areas of different finishes crossing the 2m setback landscape zone.

The growing medium extends, where possible, into areas adjacent to and beyond the 2m setback landscape zone within the private development area, either as open grade medium or contained in soil cells underneath paved surface areas. These areas are figured into the total growing medium volume requirements.


Based on the surface area available, the depth of the growing medium trench varies between 700mm to 1200mm. This satisfies the Canadian Landscape Standards (CLS) minimum depth requirement of growing medium for trees of 600mm.

While the site does not meet the 75% soil based requirements, the soil volume per tree will be met and there should be no impact to the survival of the trees placed in the buffer.

Sincerely,

Ecora Engineering & Resource Group Ltd.

Natalie Martin, BLA, BCSLA Intern
Principal of Design – Landscape Architecture
Telephone: 250.469.9757 x1174
natalie.martin@ecora.ca

ATTACHMENT		C
This forms part of application		
# DP21-0132 DVP21-0133		
Planner Initials	TC	 City of Kelowna <small>DEVELOPMENT PLANNING</small>

CO-OPERATIVE CARSHARING AGREEMENT

THIS AGREEMENT made the ____ day of _____, _____,

BETWEEN:

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

(“**Modo**”)

AND:

POLAR PROJECTS DEVELOPMENT GROUP LTD.
1165 West 20th Street
North Vancouver, BC
V7P 2B6

(“**Polar**”)

WHEREAS:

- A. Developer (as defined below) is the registered owner of those certain lands located at 18885 High Road in Kelowna, in the Province of British Columbia and legally described as follows:

PID: 023-711-175, LOT A SECTION 29 TOWNSHIP 26 OSOYOOS DIVISION
YALE DISTRICT PLAN KAP58828,
(the “**Lands**”);
- B. Developer is proposing to cause the construction of a new rental residential development (the “**Development**”) on the Lands;
- C. It is intended that Development will include 50 rental units (collectively the “**Rental Units**”, and each a “**Rental Unit**”);
- D. Modo is a member-owned co-operative that facilitates carsharing for individuals and businesses as an alternative to privately-owned automobiles;
- E. As a condition of approving the Development, the municipality of Kelowna in British Columbia (the “**Municipality**”) requires Developer to provide two (2) co-operative vehicles (each a “**Shared Vehicle**” and, collectively, the “**Shared Vehicles**”) in connection with the Development and to be available as part of a service to share the use of the Shared Vehicles (the “**Carsharing Program**”);
- F. In addition, the Municipality requires Developer to designate two (2) parking spaces at the Development for the exclusive use of the Shared Vehicles (the

ATTACHMENT D

This forms part of application
DP21-0132 DVP21-0133

Planner Initials TC



City of
Kelowna
DEVELOPMENT PLANNING

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

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

ARTICLE 1 - DEFINITIONS

- 1.1 Definitions. In this Agreement, the following terms have the following meanings:
- (a) “**Agreement**” means this agreement, any schedules attached hereto which are referred to in this agreement, and every properly executed instrument which by its terms amends, modifies, supplements, or extends this agreement;
 - (b) “**Arbitrator**” has the meaning set out in section 14.1(e);
 - (c) “**Carsharing Program**” has the meaning set out in Recital E;
 - (d) “**Commencement Date**” means the date on which the Occupancy Permit is issued by the Municipality;
 - (e) “**Contract Fees**” means collectively the Project Fee and one (1) Phased Shared Vehicle Project Fee, and “**Contract Fee**” means any one of them;
 - (f) “**Developer**” means Polar 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;
 - (g) “**Development**” has the meaning set out in Recital B;

- (h) **“Driving Credits”** has the meaning set out in section 7.2;
- (i) **“Estimated Occupancy Date”** has the meaning set out in section 3.5;
- (j) **“EV Stations”** means two (2) electric vehicle charging stations (which specifications are defined in Schedule B) to be provided, installed, maintained and replaced by Developer, at Developer’s sole cost, to be used for the sole purpose of charging the Shared Vehicles, and to be located next to the Shared Vehicle Parking;
- (k) **“Lands”** has the meaning set out in Recital A;
- (l) **“Marketing Program”** has the meaning set out in section 7.2;
- (m) **“Mediator”** means a member in good standing of the Arbitrators Association of British Columbia or Mediate BC;
- (n) **“Membership Holders”** means the Rental Owner;
- (o) **“Membership Shares”** means membership shares in Modo;
- (p) **“Modo Members”** has the meaning set out in Recital I;
- (q) **“Municipality”** has the meaning set out in Recital E;
- (r) **“Occupancy Permit”** means the first occupancy permit issued by the Municipality in respect of the Development;
- (s) **“Partnership Membership”** means the Membership Holder membership in Modo by way of ownership of the Subject Shares;
- (t) **“Partner User”** means a Resident (as defined below) of the Development who benefits from Modo membership privileges by way of the Partnership Membership;
- (u) **“Phased Shared Vehicle Project Fee”** has the meaning set out in section 2.4;
- (v) **“Phased Shared Vehicle Purchase Notice”** has the meaning set out in section 2.4;
- (w) **“Project Fee”** has the meaning set out in section 2.1;
- (x) **Rental Owner** means the owner of the Rental Units from time to time;
- (y) **“Rental Units”** has the meaning set out in Recital **Error! Reference source not found.**;

- (z) “**Residents**” means collectively, the tenants of the Rental Units and “**Resident**” means any one of them;
- (aa) “**Rules**” has the meaning set out in section 5.4(a);
- (bb) “**Services**” has the meaning set out in Recital H;
- (cc) “**Shared Vehicles**” has the meaning set out in Recital E;
- (dd) “**Shared Vehicle Deployment Sequence**” has the meaning set out in section 2.4;
- (ee) “**Shared Vehicle Minimum Term**” means the term of three (3) years for each Shared Vehicle, commencing from the later of the Commencement Date or the first date that the applicable Shared Vehicle is made available for use by Modo Members at a Shared Vehicle Parking Space;
- (ff) “**Shared Vehicle Parking Space**” has the meaning set out in Recital G;
- (gg) “**Subject Shares**” has the meaning set out in section 2.1(b);
- (hh) “**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,
- (ii) “**Term**” means the term of this Agreement as described in section 9.1.

ARTICLE 2 - PROJECT FEE

- 2.1 At least sixty (60) days prior to Estimated Occupancy Date, Developer will pay to Modo the aggregate sum of \$32,000.00 plus GST (the “**Project Fee**”), representing the following:
 - (a) \$1,000.00 for the purchase of one hundred (100) Membership Shares (the “**Subject Shares**”); and
 - (b) the Project Fee minus \$1,000.00 to be used by Modo toward the ownership costs of Shared Vehicles.
- 2.2 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.
- 2.3 Developer agrees that Modo will not be under any obligation whatsoever to provide the Services or issue the Subject Shares if Modo has not received full payment of the Project Fee from Developer by the required deadline set out in section 2.1 of this Agreement.

- 2.4 When utilization of the Carsharing Program justifies, as determined by Modo, an additional Shared Vehicle to be purchased and located in a Shared Vehicle Parking Space and pursuant to the deployment sequence of the Shared Vehicles (the “**Shared Vehicle Deployment Sequence**”) as set out in Schedule C hereto, Modo will provide written notice (the “**Phased Shared Vehicle Purchase Notice**”) to Developer, and Developer will pay to Modo the sum of \$32,000.00 plus GST (the “**Phased Shared Vehicle Project Fee**”) to be used by Modo toward the ownership costs of such additional Shared Vehicle.
- 2.5 Upon payment of a Phased Shared Vehicle Project Fee, Modo will issue a receipt to Developer confirming payment of such Phased Shared Vehicle Project Fee to Modo.
- 2.6 For the avoidance of doubt, Developer will not pay more than a maximum total of one (1) Phased Shared Vehicle Project Fee.
- 2.7 If the Occupancy Permit is issued later than the year 2026, the Project Fee will increase by 4% for each year thereafter, on January 1st of such year and until the Occupancy Permit is issued, including the year the Occupancy Permit is issued.

ARTICLE 3 - BENEFITS AND OBLIGATIONS OF DEVELOPER

- 3.1 Developer agrees to designate the Shared Vehicle Parking Spaces for the exclusive use of Modo, in compliance with the standards set out in Schedule B and free-of-charge to Modo from the Commencement Date and throughout the Term.
- 3.2 Developer agrees that throughout the Term, subject to section 11.5, the Shared Vehicle Parking Spaces 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 Spaces 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 Spaces would be removed at the vehicle owners' risk and expense.
- 3.4 Developer will ensure that the EV Stations are operational and for the exclusive use of Modo from the Commencement Date and throughout the Term.
- 3.5 At least sixty (60) calendar days prior to the date Developer anticipates that the Occupancy Permit will be issued, Developer will provide written notice to Modo of such estimated date (the “**Estimated Occupancy Date**”).
- 3.6 Promptly upon issuance of the Occupancy Permit, Developer will further provide Modo with written notice of the Commencement Date.

- 3.7 Upon completion of Developer's obligations under section 2.1 and assumption of this Agreement by the Membership Holder pursuant to section 4.1, Developer will cause the Subject Shares, which together form the Partnership Membership, to be transferred to and registered in the name of the Membership Holder and the Membership Holder will hold the Subject Shares on behalf of and for the benefit of the Residents, subject to section 5.4.
- 3.8 Developer warrants that it will cause its subsidiaries and any party which may manage or operate the Development from time to time to comply with the terms of this Agreement and will cause any of its successors or permitted assigns to enter into an assumption agreement, provided that, upon such assumption, Developer will be released of its obligations hereunder to the extent its obligations are so assumed.

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 cause the Rental Owner to execute an assignment and assumption agreement pursuant to which Developer will assign its interest in this Agreement to the Rental Owner and the Rental Owner will assume all of Developer's obligations under this Agreement and any other obligations herein which are expressly identified as obligations of the Rental Owner and Membership Holder. 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 Rental Owner concurrently with such assumption, and Modo hereby consents to such transfer.
- 4.2 Effective upon the assumption of this Agreement by the Membership Holder pursuant to section 4.1, Developer and its nominees, subsidiaries and other affiliates will have no further obligations or liabilities whatsoever hereunder.

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 in accordance with this Agreement.
- 5.2 The Subject Shares, and the benefit of the Partnership Membership, will not be allocated or divided in any manner as between the Residents, and there will be no limit on the number of Residents of any given Rental Unit that may apply to be Partner Users at any given time (subject to the overall limit on the number of Partner Users set out in section 6.1).
- 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 Vehicles and participate in the Carsharing Program.

- 5.4 The Membership Holder agrees on behalf of the Residents that, upon assuming this Agreement, it will:
- (a) administer the Partnership Membership in accordance with the rules set out in Schedule D hereto (the “**Rules**”);
 - (b) the Membership Holder will use reasonable commercial efforts to make available to Residents the Rules; and
 - (c) at all times retain ownership of the Subject Shares.
- 5.5 Every six (6) calendar months during the Term (commencing within six (6) months after the Commencement Date), Modo will provide the Rental Owner in writing with the name of each Partner User.
- 5.6 Within thirty (30) days after receipt of the information, referred to in section 5.5, the Membership Holder will confirm to Modo in writing which Partner Users have ceased to be Residents of their respective Housing Units, and Modo will cancel such Partner Users’ benefits of the Partnership Membership and such former Residents will cease to be Partner Users.
- 5.7 Modo covenants and agrees that the Partnership Membership will grant Partner Users the benefit of usage of Modo vehicles at the same usage rates as shareholders of Modo but without voting rights.
- 5.8 Modo will be the sole provider of the Carsharing Program in respect of the Shared Vehicles during the Term.
- 5.9 The Rental Owner agrees to pay for the electricity withdrawn from the EV Stations when due and Modo will reimburse the Rental Owner in accordance with section 6.13.

ARTICLE 6 - BENEFITS AND OBLIGATIONS OF MODO

- 6.1 Modo agrees that the Partnership Membership will allow up to a maximum number of Residents to be Partner Users at any given time equal to the Contract Fees paid hereunder divided by \$500, rounded down to the closest whole number. For greater certainty, once the foregoing number of Partner Users has been reached, no other Resident may become a Partner User unless an existing Partner User ceases to be a Partner User.
- 6.2 Any number of Residents of any given Rental Unit may apply to Modo to become Partner Users, and each such Resident who becomes a Partner User will count as a separate Partner User for the purposes of the limit set out in section 6.1.
- 6.3 Modo will use the Contract Fees, less the amount required to purchase the Subject Shares, toward the ownership costs of two (2) new four-wheeled automobiles with electric motorization for use as the Shared Vehicles, provided

that Modo may temporarily use new four-wheeled automobiles with internal combustion engine as the Shared Vehicles if Modo is unable to procure and deliver new four-wheeled automobiles with electric motorization within the time period set out in the Shared Vehicle Deployment Sequence as set out in Schedule C hereto. In the event that Modo is temporarily using four-wheeled automobiles with internal combustion engine as the Shared Vehicles, Modo will use reasonable commercial efforts to replace such automobiles with new four-wheeled automobiles with electric motorization as soon as possible after the Commencement Date and until such time as two (2) are ultimately procured and delivered to the Shared Vehicle Parking Spaces, which automobiles with electric motorization will become the Shared Vehicles at no additional cost to Developer or the Membership Holder.

- 6.4 Forthwith upon the purchase of each Shared Vehicle, provide Developer with a copy of such Shared Vehicle's registration evidencing that such Shared Vehicle is registered in the name of Modo together with proof of insurance.
- 6.5 Modo will deliver the Shared Vehicles to the Shared Vehicle Parking Spaces and will make the Shared Vehicles available for use by Modo Members in accordance with the terms of this Agreement and pursuant to the Shared Vehicle Deployment Sequence.
- 6.6 In the event that the Occupancy Permit is not issued within thirty (30) days after the Estimated Occupancy Date, Modo reserves the right to park the Shared Vehicles at another location suitable for its use within the Carsharing Program and make them available for use by Modo Members, provided always that Modo will deliver the Shared Vehicles to the Shared Vehicle Parking Spaces by no later than the date(s) set out in the Shared Vehicle Deployment Sequence.
- 6.7 Modo agrees to provide the Shared Vehicles for the use of Modo Members and to cause the Shared Vehicles to be parked in the Shared Vehicle Parking Spaces at all times when not in use by a Modo Member and when not being repaired or serviced.
- 6.8 Modo and Developer agree that Modo will not be responsible for any costs related to the use of and access to the Shared Vehicle Parking Spaces during the Term, including, without limitation, the maintenance of the Shared Vehicle Parking Spaces.
- 6.9 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.
- 6.10 Modo will at its sole expense provide Developer with appropriate signage for the Shared Vehicle Parking Spaces.

ATTACHMENT D

This forms part of application

DP21-0132 DVP21-0133



City of

Kelowna
DEVELOPMENT PLANNING

Planner
Initials

TC

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


- 6.18 Modo confirms and agrees that, in accordance with Modo’s membership documentation, each Resident will be individually responsible for any and all actions, causes of action, costs or claims of whatsoever type or nature levied or made by Modo or by any other person as a result of or in connection with such Resident’s participation in the Services or otherwise arising from the Subject Shares of, or membership in, Modo held by the Membership Holder or its affiliates, subsidiaries, successors or assigns.
- 6.19 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 ASSESSMENT

- 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, within fifteen (15) days following the Commencement Date, 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 Term.
- 7.3 Throughout the duration of the leasing and occupancy phases of the Development, Developer agrees to communicate the benefits of the Carsharing Program to prospective residents and Residents. This will be done through Developer’s existing communications channels such as email, website, collateral, leasing agents and property managers, with the intent to raise awareness and usage of the Services, and with the information and materials in support provided by Modo, including:
- (a) a short description of Modo, the Services, the Driving Credits and the Partnership Membership on the Development’s website;
 - (b) to the extent permitted by law, a direct email or mail to the Residents shortly after such 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 first occupation of 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 Services, the Driving Credits and the Partnership Membership,

ATTACHMENT D

This forms part of application
 # DP21-0132 DVP21-0133



City of
Kelowna
 DEVELOPMENT PLANNING

Planner Initials **TC**

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 From the date of this Agreement until the termination 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 each party in writing).
- 7.5 Developer and Modo will only use each other's wordmarks, logos or trade names pursuant to section 7.4 solely in connection with activities relating to the Development. Any other use must receive the prior written approval of each party (by mail or electronic mail).
- 7.6 The Membership Holder will permit Modo to assess, not more than once a year, the impacts of its Services by facilitating the administration of assessment measures including, but not limited to (and to the extent permitted by law), the distribution of emails, surveys and questionnaires for the Residents relative to the Services, provided that the Residents, in their sole discretion, may elect not to participate in any such assessment measures.

ARTICLE 8 - SECURITY INTEREST

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

ARTICLE 9 - NO FIXED TERM

- 9.1 The term (the "**Term**") 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 its obligations under this Agreement; and
- (c) such party's obligations under this Agreement constitute legal, valid and binding obligations, enforceable against such party in accordance with the terms herein.

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 a Shared Vehicle Minimum Term, this Agreement may not be amended or terminated without the prior written consent of the General Manager of Engineering Services 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 D, so long as such changes apply equally to each group of Residents. Upon any amendments, Modo will immediately notify the Membership Holder, following which the Membership Holder will notify the Residents of such amendments.
- 11.5 Developer and Modo agree that, if the usage of a Shared Vehicle falls below Sustainable Usage Levels, and only after the Shared Vehicle Minimum Term of such Shared Vehicle has expired, Modo may exercise its right, in its sole discretion, to: (i) replace such Shared Vehicle with any vehicle of Modo's choice, or (ii) relocate such Shared Vehicle from the Shared Vehicle Parking Spaces, in each case so as to ensure that the terms of the Agreement are not oppressive to Modo or its members.
- 11.6 In the event of relocation of all Shared Vehicles pursuant to section 11.5, then the Shared Vehicle Parking Spaces will no longer need to be made available to Modo and sections 3.1 to 3.4, 5.8, 6.7 and 6.13 will cease to apply, and Modo will not be obligated hereunder to provide the Services or make the Shared Vehicles available for use of Residents, but, for greater certainty, the Partnership Membership will continue in effect. For the avoidance of doubt, in the event of a replacement of a Shared Vehicle pursuant to section 11.5, this section 11.6 will not apply.

ATTACHMENT **D**

This forms part of application

DP21-0132 DVP21-0133



City of
Kelowna
DEVELOPMENT PLANNING

Planner
Initials **TC**

- 11.7 If the Development is destroyed and not rebuilt in a form substantially similar to the original buildings, any of the parties may terminate this Agreement and in such case Modo will cancel the Subject Shares held by the Membership Holder, and the Membership Holder will not be entitled to a refund of the 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 - SUBSEQUENT TRANSFERS OF RENTAL UNITS

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

ARTICLE 13 - DEFAULT

- 13.1 A party claiming default under the terms of this Agreement must provide the defaulting party with written notice of the default. If the defaulting party fails to correct the default within thirty (30) days of receipt of such written notice, the party claiming default may deliver notice of dispute in accordance with section 14.1(a) and proceed with the dispute resolution procedures provided for in ARTICLE 14 -.

ARTICLE 14 - DISPUTE RESOLUTION

- 14.1 If a dispute arises between the parties in connection with this Agreement, then Developer and Modo agree to use the following procedure to resolve the dispute:
- (a) 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;
 - (b) 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;

- (c) if the dispute remains unresolved for thirty (30) calendar days after a notice of dispute has been issued as per section 14.1(a)., 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. The Mediator will conduct a non-binding mediation of the dispute according to the rules and procedures as determined by the Mediator. If the parties fail or neglect to agree upon a Mediator within ten (10) days following receipt of the responding party's written notice of reply referred to in section 14.1(b), the dispute will be resolved by an Arbitrator (as defined below) in accordance with section 14.1(e). No individual with any direct or indirect interest in the subject matter of this Agreement or any direct or indirect interest in the parties to this Agreement may be appointed as a Mediator;
- (d) if the dispute has not been resolved within ten (10) days after the Mediator has been appointed under section 14.1(c), 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 and disputes between the parties to this Agreement arising out of or relating to this Agreement which are not resolved by the Mediator in accordance with section 14.1, will be decided by final and binding arbitration before a single arbitrator (the "**Arbitrator**") in accordance with the *Arbitration Act* (British Columbia). The parties will agree upon the Arbitrator within fifteen (15) days of the Mediator terminating the mediated negotiations. Failing such agreement between the parties, such Arbitrator will be finally chosen by reference to a Judge of the Supreme Court of British Columbia. The Arbitrator will not have any direct or indirect interest in the subject matter of the Development or any direct or indirect interest in either party or subsidiaries of the parties to this Agreement. No arbitration arising out of or relating to this Agreement will include, by consolidation or joinder or in any other manner, an additional person not a party to this Agreement, except by written consent containing specific reference to this Agreement and signed by each party and any other person sought to be joined. This provision will be specifically enforceable in any Court of competent jurisdiction;
- (f) the parties covenant and agree that the Arbitrator appointed hereunder has the power to, among other things, specifically declare that a party to this Agreement is in default of the terms of the Agreement and, in appropriate circumstances, declare that the Agreement is terminated and award damages for breach of contract or otherwise;

- (g) an award or order rendered by the Arbitrator will be final and binding upon the parties, and judgment may be entered upon it in accordance with applicable law in any Court having jurisdiction within the Province of British Columbia;
- (h) unless otherwise agreed in writing by the parties, the parties will continue to meet their obligations under this Agreement while the mediation and arbitration processes are continuing; and
- (i) the parties will each bear their own costs in connection with the foregoing and all costs of the arbitration (including the Mediator and the Arbitrator) will be shared equally by the parties.

14.2 The dispute resolution provisions of section 14.1 will survive termination of this Agreement in respect of any dispute resolution process that is commenced under section 14.1 prior to the date of termination.

ARTICLE 15 - NOTICES

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

(a) Developer:

- 1165 20th Street West, North Vancouver, BC, V7P 2B6
- Email: dionnedelesalle@gmail.com

(b) Modo

- 200 – 470 Granville Street, Vancouver, BC, V6C 1V5
- Email: info@Modo.coop

15.2 All notices will be deemed to have been delivered on the date of delivery, if delivered, and on the next business day following their posting in B.C. or emailing.

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

ARTICLE 16 - ASSIGNMENT

16.1 Neither party will transfer or assign this Agreement to any other party without the prior written consent of the parties to this Agreement, which consent will not be unreasonably withheld. Notwithstanding the foregoing, Developer may assign this Agreement to the Rental Owner without Modo's prior consent but on notice to Modo, which notice will include the contact information of the parties to which the Agreement is being assigned.

ATTACHMENT		D
This forms part of application		
# DP21-0132 DVP21-0133		
Planner Initials	TC	 City of Kelowna <small>DEVELOPMENT PLANNING</small>

ARTICLE 17 - INDEMNITY

- 17.1 Each party agrees to indemnify and save harmless the other party from and against all losses, costs, damages, suits, actions, causes of action, claims or demands in any way resulting from, connected with or arising out of the first party's breach of its obligations under this Agreement. This section 17.1 will survive the termination of the Agreement.

ARTICLE 18 - GENERAL

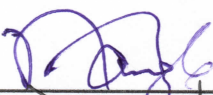
- 18.1 Nothing in this Agreement nor the acts of the parties will be construed, implied or deemed to create an agency, partnership or joint venture relationship between the parties. Neither party has the right or authority to, and will not, assume or create any obligation of any nature whatsoever on behalf of the other party or bind the other party in any respect whatsoever.
- 18.2 This Agreement constitutes the entire agreement between the parties with respect to the subject-matter hereof and cancels and supersedes any prior understandings and agreements between the parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties other than as expressly set forth in this Agreement.
- 18.3 Any provision of this Agreement that is or becomes unenforceable will be unenforceable to the extent of such unenforceability without invalidating the remaining provisions hereof.
- 18.4 Any waiver or consent will be effective only in the instance and for the purpose for which it is given. No failure or delay on the part of either party in exercising any right, power or privilege under this Agreement will constitute a waiver thereof nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise thereof or the exercise of any other right, power or privilege.
- 18.5 This Agreement will enure to the benefit of and be binding upon the parties and their heirs, executors, administrators, personal representatives, respective successors and permitted assigns.
- 18.6 The parties will at all times do, execute, acknowledge and deliver such acts, deeds, agreements and other instruments as may be reasonably necessary or desirable to give full force and effect to the terms of this Agreement.
- 18.7 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia, and the federal laws of Canada applicable therein and each party irrevocably attorns to the exclusive jurisdiction of the courts of the Province of British Columbia.

18.8 This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile or electronic means will be equally effective as delivery of a manually executed counterpart thereof.

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 Polar:

POLAR PROJECTS DEVELOPMENT GROUP LTD., by its authorized signatory

By: 
Name: _____
Title: _____

ATTACHMENT D

This forms part of application
DP21-0132 DVP21-0133

Planner Initials



City of
Kelowna
DEVELOPMENT PLANNING

**SCHEDULE A
SHARED VEHICLE PARKING SPACES**

[NDLR: Insert plan showing location and dimensions of parking spaces]

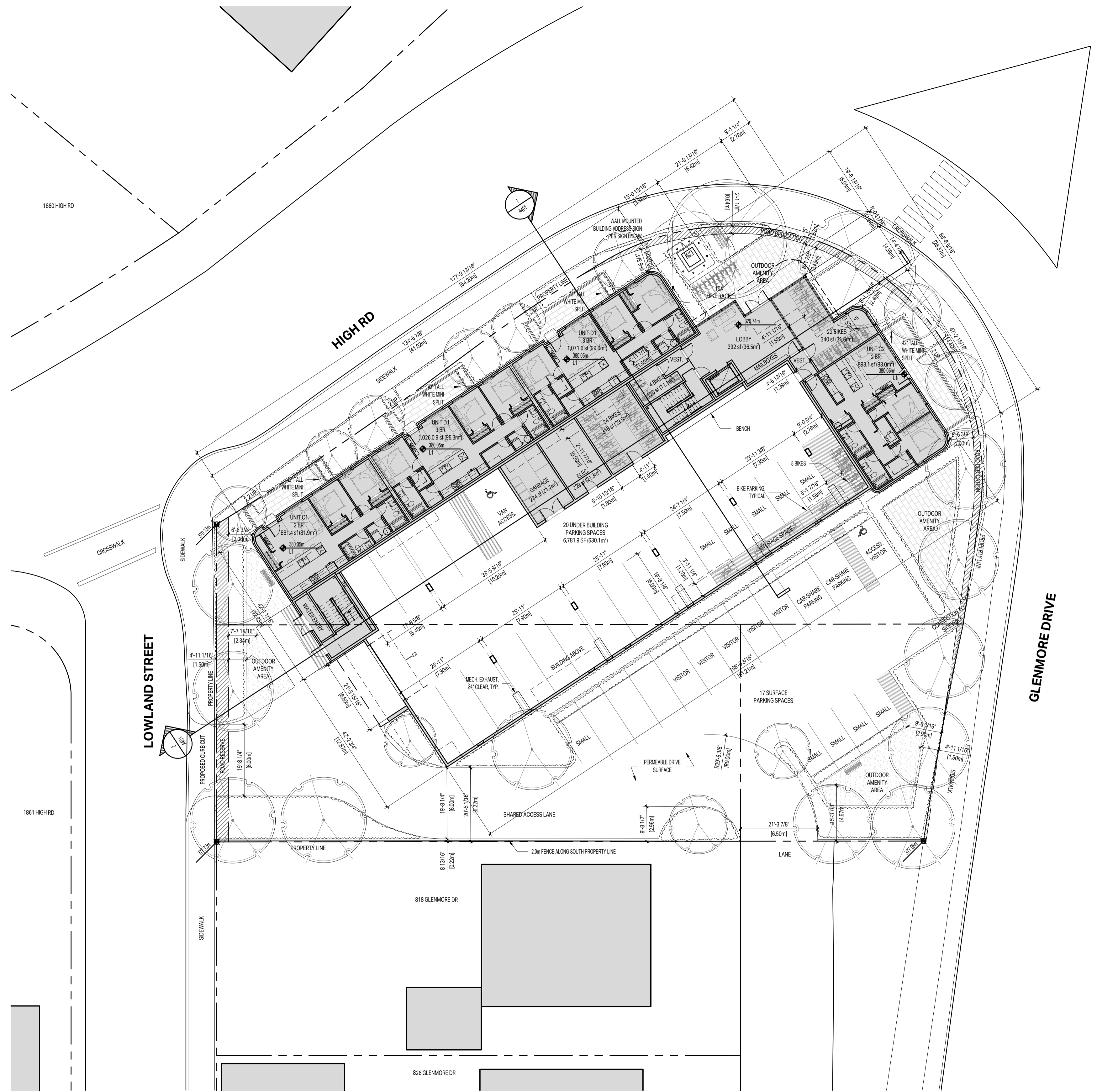
ATTACHMENT D

This forms part of application
DP21-0132 DVP21-0133

Planner
Initials **TC**

City of
Kelowna
DEVELOPMENT PLANNING





ATTACHMENT D
 This forms part of application
 # DP21-0132 DVP21-0133

Planner Initials **TC**

City of Kelowna
 DEVELOPMENT PLANNING

Copyright reserved. All parts of this drawing are the exclusive property of Colin Harper Architect and shall not be used without the Architect's written permission. All dimensions shall be verified by the Contractor before commencing work.

SEAL

NORTH ARROW

NOTES

- THIS DOCUMENT HAS BEEN DIGITALLY CERTIFIED WITH DIGITAL CERTIFICATE AND ENCRYPTION TECHNOLOGY AUTHORIZED BY THE ARCHITECTURAL INSTITUTE OF BC AND THE ENGINEERS AND GEOSCIENTISTS BC. THE AUTHORITY ORIGINAL HAS BEEN TRANSMITTED TO YOU IN DIGITAL FORM. ANY PRINTED VERSION CAN BE RELIED UPON AS A TRUE COPY OF THE ORIGINAL, WHEN SUPPLIED BY THE ARCHITECT, BEARING IMAGES OF THE PROFESSIONAL SEAL AND DIGITAL CERTIFICATE, OR WHEN PRINTED FROM THE DIGITALLY CERTIFIED ELECTRONIC FILE PROVIDED BY THE ARCHITECT.

OWNER/CLIENT: POLAR PROJECTS DEVELOPMENT GROUP
 (604)725-7760

NO.	REVISION	MD/Y
12	RE-ISSUED FOR REZONING, DP & DVP	11/04/2022
11	RE-ISSUED FOR REZONING, DP & DVP	10/25/2022
10	ISSUED FOR COORDINATION	06/28/2022
09	ISSUED FOR CLIENT REVIEW	05/05/2022
08	ISSUED FOR CITY REVIEW	03/03/2022
07	ISSUED FOR CLIENT REVIEW	03/29/2022
06	RE-ISSUED FOR REZONING, DP & DVP	02/28/2022
05	ISSUED FOR COORDINATION	02/03/2022
04	ISSUED FOR REVIEW	01/25/2022
03	ISSUED FOR REVIEW	01/09/2022
02	ISSUED FOR REZONING, OCP, DP & DVP	05/27/2021
01	ISSUED FOR OCP AMENDMENT + REZONING	04/20/2021

PROJECT NAME

**1885 HIGH RD
 KELOWNA, BC**

PROJECT ADDRESS:
 1885 HIGH RD AND 805 GLENMORE DR
 KELOWNA, BC, V1Y 4G3

CHA
 COLIN HARPER ARCHITECT
 302-666 Cook Street, Victoria, BC, V8V 3Y7
 778-584-0582 | info@charch.ca | charch.ca

CONSULTANTS:
 STRUCTURAL: RENBOLD ENGINEERING
 MECHANICAL: RENBOLD ENGINEERING
 ELECTRICAL:
 CIVIL:
 LANDSCAPE: ECORA

DRAWING TITLE:

**SITE PLAN/
 LEVEL 1**

PROJECT NO:	2102	DRAWN BY:	CH
SCALE:	1:200	REVIEW BY:	CH
DATE:	OCT. 2022	DRAWING NO.:	A201

1 SITE PLAN / LEVEL 1

1:200

SCHEDULE B CONSTRUCTION STANDARDS FOR SHARED VEHICLE PARKING SPACE

The Shared Vehicle Parking Space shall be constructed to the satisfaction of the General Manager of Engineering Services and the Chief Building Official of the municipality where the 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 General Manager of Engineering Services of the municipality where the Shared Vehicle Parking Space is being constructed with:

- average illumination levels of 11 Lux with a uniformity ratio (average level to minimum level) of 3:1;
- luminaires situated in such a way so as not to directly throw light onto streets, lanes, or adjacent properties; and
- a photocell or equivalent switch that will activate the lighting system when ambient light levels are 11 Lux or less.

8. Connectivity

Sufficient 3G and/or 4G LTE cellular network reception signal of the cellular network used for the operation of the Shared Vehicle shall be supplied at the Shared Vehicle Parking Space to ensure the reliable operation of the Shared Vehicle service, with:

- a Received Signal Strength Indicator (RSSI) for 3G cellular network superior to -86 dBm; and
- a Reference Signal Received Power (RSRP) for 4G LTE cellular network superior to -106 dBm.

9. Electric Vehicle charging infrastructure

The Vehicle Parking Space shall be provided with an EV Station (as defined below) featuring:

- a. an RFID card reader to enable/disable power distribution, which card reader must be programmable to authorize a defined set of RFID cards; and

- b. networking/telematic capabilities for which the adequate administration credentials/rights have been granted to Modo, allowing Modo to remotely monitor equipment status and collect utilization data.

EV Station means a 40 amp (minimum), 208-volt, single phase Level 2 electric vehicle charging level (as defined by SAE International’s J1772 standard) charging outlet capable of charging an electric vehicle and includes all wiring, electrical transformer and other electrical equipment necessary to supply the required electricity for such outlet, and mechanical ventilation modifications, all of which is to be provided, installed, maintained and replaced by Developer, at Developer’s sole cost and to be used for the sole purpose of supplying electricity to the Shared Vehicle Parking Space.

ATTACHMENT D

This forms part of application
DP21-0132 DVP21-0133



City of
Kelowna
DEVELOPMENT PLANNING

Planner
Initials TC

**SCHEDULE C
SHARED VEHICLE DEPLOYMENT SEQUENCE**

Shared Vehicle	Location of Shared Vehicle Parking Space	Commencement of Shared Vehicle deployment	Conditions for deployment of the Shared Vehicle
Shared Vehicle #1	Shared Vehicle Parking Spaces at the Development	Within seven (7) days after the Commencement Date.	<ul style="list-style-type: none"> • The Project Fee has been paid to Modo at least 60 days prior to the Commencement Date as per section 2.1 of this Agreement; • The Shared Vehicle Parking Spaces are available to Modo as per sections 3.1 and 3.2 of this Agreement; and • One (1) EV Station is operational and accessible to Modo as per section 3.4 this Agreement.
Shared Vehicle #2	Shared Vehicle Parking Spaces at the Development	Within 60 days after all conditions set out in the column titled “Conditions for deployment of the Shared Vehicle” for Shared Vehicle #2 are met or earlier if deemed appropriate by Modo.	<ul style="list-style-type: none"> • Aggregate utilization of all Modo vehicles located within one (1) kilometre radius of the Development is equal or superior to the 40th percentile of Modo’s vehicle fleet overall during an entire fiscal quarter; • The Shared Vehicle Parking Spaces are available to Modo as per sections 3.1 and 3.1 of this Agreement; • A Phased Shared Vehicle Project Fee has been paid to Modo as per section 2.4 of this Agreement for purchase of Shared Vehicle #2; • Shared Vehicle #1 is available to Modo Members as part of the Carsharing Program; and • Two (2) EV Stations are operational and accessible to Modo as per section 3.4 of this Agreement.

**SCHEDULE D
PARTNERSHIP MEMBERSHIP RULES**

1. The following terms have the following meanings:
 - (a) “**Development**” means the rental residential development known as _____ located at _____, British Columbia;
 - (b) “**Rental Owner**” means the owner of the Rental Development;
 - (c) “**Membership Holder**” means the Rental Owner;
 - (d) “**Modo**” means Modo Co-operative;
 - (e) “**Residents**” means, collectively, residents of the Development, and each such resident is referred to herein as a “**Resident**”;
2. The Membership Holder has assumed, or will assume, an agreement (the “**Co-operative Carsharing Agreement**”) with Modo pursuant to which Modo granted to the Membership Holder a Modo partnership membership (the “Membership”) by issuing to the Membership Holder a certain number of membership shares in Modo (the “**Modo Shares**”) 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. The Membership Holder will be the legal owner of the Modo Shares, and a certain number of Residents, as further set out in the Co-operative Carsharing Agreement, may, on a continuing basis, enjoy the benefits of the Membership subject to meeting Modo’s eligibility requirements as set out on Modo’s website from time to time and as set out herein (the “**Membership Eligibility Criteria**”).
4. Residents who are granted the rights and benefits of the Membership from time to time (the “**Partner Users**” and, each a “**Partner User**”) will benefit from the same price plan for usage of Modo vehicles as other member shareholders of Modo but, for clarity, will not have any voting rights in respect of the Membership or Modo.
5. Any Resident may apply to become a Partner User, provided that membership privileges will be granted to applying and eligible Residents on a first-come, first-served basis.
6. In order for a Resident to become a Partner User, the Resident must submit to Modo, an application including (but not limited) to the following:
 - (a) the applicant Resident, if the 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 their address within the Development;

- (b) the applicant Resident, if the 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 their address within the Development; and
 - (c) the applicant Resident, must provide contact information and such other information regarding the Resident as may be reasonably required by Modo for the purposes of determining if the Resident qualifies for the Membership Eligibility Criteria.
7. Each Partner User will be responsible for and will save the Membership Holder harmless from any and all liabilities incurred by the Membership Holder and any and all actions, causes of action, costs or claims of whatsoever type or nature levied or made against the Membership Holder by Modo or by any other person, to the extent resulting from such Partner User's participation in the Membership and except to the extent resulting from the negligence or willful misconduct of the Membership Holder.
 8. A Resident may only be a Partner User and may only exercise the rights and benefits of the Membership while such Resident meets the Membership Eligibility Criteria.
 9. If at any time Resident who is a Partner User ceases to meet the Membership Eligibility Criteria, then the Resident will cease to be a Partner User and may only reapply to be a Partner User when the Resident again meets the Membership Eligibility Criteria.
 10. Except as otherwise provided in these rules, a Partner User may only enjoy and exercise the benefits of the Membership while the Partner User is a Resident, and the benefits that a Partner User enjoys under the Membership may not under any circumstances be assigned, transferred or sold by the Partner User to any party.
 11. If a Partner User does not book a Modo vehicle at least once during a period of twelve (12) consecutive months, Modo may cancel such Partner User's participation in the Membership.
 12. The Modo Shares remain at all times in the name of the Membership Holder.
 13. Partner Users may only make use of Modo vehicles in accordance with the policies and rules of Modo.
 14. These rules will have no further force or effect upon termination of the Co-operative Carsharing Agreement.

**SCHEDULE E
SECURITY AGREEMENT**

BY:

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

(the “Grantor”)

IN FAVOUR OF:

(the “Secured Party”)

WHEREAS:

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

Make/Model: _____
Vehicle Identification Number: _____

Make/Model: _____
Vehicle Identification Number: _____

(the “Shared Vehicles”); and

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

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

1. **Security Interest in the Shared Vehicles.** As security for the performance by the Grantor of its obligations set forth in the Co-operative Carsharing Agreement attached hereto (the “Co-op Car Agreement”), the Grantor grants to the Secured Party a security interest (the “Security Interest”) in all of its present and future right, title and interest in and to the Shared Vehicles.
2. **Grant of Security Interest in Proceeds of Collateral.** The Grantor also grants the Secured Party a security interest in the proceeds derived directly or indirectly from any dealing with the Shared Vehicles, including but not limited to, accounts receivable, bills of exchange, insurance proceeds, chattel paper, intangibles, motor vehicles, and all other after acquired property constituting proceeds. The Grantor acknowledges that the Security

ATTACHMENT D

This forms part of application
DP21-0132 DVP21-0133

Planner Initials TC



City of
Kelowna
DEVELOPMENT PLANNING

Interest hereby created attaches upon the execution of this Security Agreement, that the value has been given and that the Grantor has rights in the Shared Vehicles.


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

ATTACHMENT D

This forms part of application
DP21-0132 DVP21-0133

Planner Initials **TC**

City of **Kelowna**
DEVELOPMENT PLANNING



9. **Loss, Injury or Destruction.** The loss, injury or destruction of the Shared Vehicle will not operate in any manner to release the Grantor from its obligations to the Secured Party under the Co-op Car Agreement.
10. **Term.** The Security Interest granted hereunder will terminate and be of no further force and effect as of the expiry of the Shared Vehicle Minimum Term (as defined in the Co-Op Car Agreement) for the Shared Vehicles.
11. **Amendment.** This Agreement may be altered or amended only by an agreement in writing signed by the parties hereto.
12. **Binding Effect.** This Agreement will enure to the benefit of and be binding upon the heirs, executors, administrators, legal and personal representatives, successors and permitted assigns of the parties, as applicable.
13. **Governing Law.** This Agreement is governed by and will be construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.
14. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument.
15. **Execution by Electronic Means.** This Agreement may be executed by the Grantors and transmitted by facsimile or other electronic means, and when it is executed and transmitted this Agreement will be for all purposes as effective as if the Grantor had delivered an executed original Agreement.

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

MODO CO-OPERATIVE, by its authorized signatory

By: _____
 Name:
 Title:

ATTACHMENT		D
This forms part of application		
# DP21-0132 DVP21-0133		
Planner Initials	TC	 City of Kelowna <small>DEVELOPMENT PLANNING</small>