

SCHEDULE "B"

Revitalization Tax Exemption Agreement

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

BETWEEN:

National Society of H.O.P.E.
101 – 2055 Benvoulin Court
Kelowna, BC
V1W 2C7

(the "Owner")

AND:

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

(the "City")

GIVEN THAT:

- A. The Owner is the registered owner in fee simple of lands in the City of Kelowna at **2155 Mayer Road** legally described as **Lot C District Lot 128 and 142 Osoyoos Division Yale District Plan KAP89861 Except Plan EPP37196** (the "Parcel");
- B. Council has established a revitalization tax exemption program and has included within the Revitalization Tax Exemption Program Bylaw No. 12561 the designation of areas which include the Parcel as a revitalization area; and
- C. The Owner proposes to construct new improvements on the Parcel as described in Appendix "A" attached to and forming part of this agreement (the "Project") and has applied to the City to take part in the revitalization tax exemption program in respect of the Project and the City has agreed to accept the Project under the program;

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

1. **The Project** – the Owner will use its best efforts to ensure that the Project is constructed, maintained, operated and used in a fashion that will be consistent with and will foster the objectives of the revitalization tax exemption program, as outlined in the Revitalization Tax Exemption Program Bylaw No. 12561. Without limiting the generality of the foregoing, the Owner covenants to use its best efforts to ensure that the Project will:
 - a. Provide 122 units of purpose built rental housing in a mixture of apartments and townhouses in a 9 storey building.

2. **Operation and Maintenance of the Project** – throughout the term of this agreement, the Owner shall operate, repair and maintain the Project and will keep the Project in a state of good repair as a prudent owner would do.
3. **Revitalization Amount** – In this agreement, “**Revitalization Amount**” means the municipal portion of property tax calculated in relation to the increase in the assessed value of improvements on the Parcel resulting from the construction of the Project as described in section 1;
4. **Revitalization Tax Exemption** – subject to fulfilment of the conditions set out in this agreement and in “**Revitalization Tax Exemption Program Bylaw No. 12561**”, the City shall issue a revitalization tax exemption certificate (the “**Tax Exemption Certificate**”) to the British Columbia Assessment Authority entitling the Owner to a property tax exemption in respect of the property taxes due (not including local service taxes) in relation to the Revitalization Amount on the Parcel (the “**Tax Exemption**”) for the calendar year(s) set out in the Tax Exemption Certificate .
5. **Conditions** – the following conditions shall be fulfilled before the City will issue a Tax Exemption Certificate to the Owner in respect of the Project:
 - a. The Owner must complete or cause to be completed construction of the Project in a good and workmanlike fashion and in strict compliance with the building permit and the plans and specifications attached hereto as Appendix “A”;
 - b. The completed Project must substantially satisfy the performance criteria set out in Appendix “B” hereto, as determined by the City’s Development Planning Manager or designate, in their sole discretion, acting reasonably; and
 - c. The Owner must submit a copy of the Occupancy Permit and Title Certificate to the City of Kelowna’s Revenue Branch within 48 months from the date the Agreement is executed by Council.
6. **Calculation of Revitalization Tax Exemption** – the amount of the Tax Exemption shall be equal to
 - a) For Purpose-Built Rental Housing Projects within the Core Area, Glenmore Valley Village Centre and University South Village Centre as identified in Schedule A, 100% of the Revitalization Amount on the parcel which can be attributed to residential land uses.
7. **Term of Tax Exemption** – provided the requirements of this agreement, and of the Revitalization Tax Exemption Program Bylaw No. 12561, are met the Tax Exemption shall be for 10 years after the BC Assessment Authority validates the Tax Exemption Certificate issued by the City of Kelowna’s Revenue Branch.,
8. **Compliance with Laws** – the Owner shall construct the Project and, at all times during the term of the Tax Exemption or any renewal term, use and occupy the Parcel and the Project in compliance with all statutes, laws, regulations and orders of any authority having jurisdiction and, without limiting the generality of the foregoing, all federal, provincial, or municipal laws or statutes or bylaws, including all the rules regulations policies guidelines criteria or the like made under or pursuant to any such laws.
9. **Effect of Stratification** – if the Owner stratifies the Parcel under the Strata Property Act, then the Tax Exemption shall be prorated among the strata lots in accordance with the unit entitlement of each strata lot for:
 - a. the current and each subsequent tax year during the currency of this agreement if the strata plan is accepted for registration at the Land Title Office before May 1; or
 - b. for the next calendar year and each subsequent tax year during the currency of this agreement if the strata plan is accepted for registration at the Land Title Office after May 1;

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

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

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

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

THE CITY OF KELOWNA
1435 Water Street,
Kelowna, B.C.
V1W 2C7

Attention: Planning and Development Services Department
Email: planninginfo@kelowna.ca

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

National Society of H.O.P.E
#101 - 2055 Benvoulin Court
Kelowna, BC
V1W 2C7

Attention: Ken Zeitner, Executive Director
Phone: 250-868-4909
Email: ken@societyofhope.org

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

14. **No Assignment** – the Owner shall not assign its interest in this agreement except to a subsequent owner in fee simple of the Parcel.
15. **Severance** – if any portion of this agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this agreement.
16. **Interpretation** – wherever the singular or masculine is used in this agreement, the same shall be construed as meaning the plural, the feminine or body corporate where the context or the parties thereto so require.
17. **Further Assurances** – the parties hereto shall execute and do all such further deeds, acts, things and assurances that may be reasonably required to carry out the intent of this agreement.
18. **Waiver** – waiver by the City of a default by the Owner shall be in writing and shall not be deemed to be a waiver of any subsequent or other default.
19. **Powers Preserved** – this agreement does not:
 - a. Affect or limit the discretion, rights or powers of the City under any enactment or at common law, including in relation to the use or subdivision of the Parcel;
 - b. Affect or limit any enactment relating to the use or subdivision of the Parcel; or
 - c. Relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Parcel and without limitation shall not confer directly or indirectly any exemption or right of set-off from development cost charges, connection charges, application fees, user fees or other rates, levies or charges payable under any bylaw of the City.
20. **Reference** – every reference to each party is deemed to include the heirs, executors, administrators, personal representatives, successors, assigns, servants, employees, agents, contractors, officers, licensees and invitees of such party, wherever the context so requires or allows.
21. **Enurement** – this agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
22. Any construction of a new improvement or alteration of an existing improvement as of this bylaw undertaken prior to the application for a Revitalization Tax Exemption will not be eligible for consideration
23. The maximum Revitalization Tax Exemption authorized under this Bylaw must not exceed the Revitalization Amount on the Property between:
 - a. the calendar year before the construction or alteration began, as outlined under Section 1 of this agreement; and
 - a. the calendar year in which the construction or alteration, as outlined under Section 1 of this agreement, is completed.
24. The Property's assessed value of improvements must not be reduced below the amount assessed in the calendar year prior to construction or alteration, as a result of the Revitalization Tax Exemption.

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

Executed by the CITY OF KELOWNA by
Its authorized signatories:

Mayor

City Clerk

Executed by **National Society of Hope** by its Authorized signatories:



Name: Ken Zeitner, Executive Director



Name: Warren Postnikoff, Property Portfolio Manager

Appendix "A": Plans and Specifications

CONSULTANTS:

ARCHITECTURAL
 NOVATION ARCHITECTURE
 302-2237 LECKIE ROAD
 KELOWNA, BC V1Y 9T1
 TEL: (250) 420-4144
 FAX: (250) 000-0000

LANDSCAPE
 BENCH SITE DESIGN INC.
 4-1562 WATER STREET
 KELOWNA, BC V1Y 1J7
 TEL: (250) 860-6778

ZONING ANALYSIS:

Address: 2175 Benvoulin Rd, Kelowna, B.C.
 Legal: PID: 028-052-226 Lot c KAP 89861
 Zoning (Current): R5
 Permitted Use: Refer to zoning bylaw #8000
 Zoning (Proposed): R5
 Permitted Use: Refer to zoning bylaw #8000 section 13.11

Site Area:	7,935.5 sq.m.
	85,420 sq.ft.
	0.7936 Ha

	ALLOWED	PROPOSED
Min Lot Width	30.0 m	110.4 m
Min Lot Depth	35.0 m	49.8 m
Min Parcel Size	1700.0 m2	2339 m2

	ALLOWED	PROPOSED
Front yard	6.0 m	6.0 m
Front yard parking	2.0 m	m
Front yard/Flanking	6.0 m	m
Side yard under 2.5 stories	4.5 m	m
Side yard over 2.5 stories	7.0 m	m
Rear Yard	9.0 m	9.0 m

	LANDSCAPE BUFFER	
Front	Level 2	3.0 m / 9.81 ft
Side	Level 3	3.0 m / 9.84 ft
Rear	Level 3	3.0 m / 9.84 ft

Parcel Coverage: Maximum 40% (Building Footprint), Maximum 65% (Building, driveways, and parking);
 Maximum # of dwelling units: 1.1 + .1 + .2 = 1.4

Height: Lesser of 18m or 4.5 storeys

Private Open Space: 7.5 sq.m. per bachelor dwelling (0 Units), 15 sq.m. per 1 bedroom unit (93 Units), 25 sq.m. per 2 or more bedroom unit (29 Units)
Total

Parking: Resident: 1.0 per 1 bedroom dwelling (93 units), Resident: 1.25 per 2 bedroom dwelling (29 Units), Resident: 1.5 per 3 bedroom dwelling (0 Units), Guest: 0.14 per dwelling

Car: Regular Size (6m x 2.5m) 50% 71 stalls min. Medium (4.8m x 2.3m) 50% 70 stalls max.

Bike Bonus Long-Term - 1.0 per 1-bedroom dwelling (93 stalls), 1.5 per 2-bedroom dwelling (44 stalls); Required Short-Term - 6.0 per entrance (+1 every 5 units exceeding 70, 6.0 + 11.0 = 17.0 required short-term stalls)

ALLOWED/REQUIRED	PROPOSED
3,174 sq.m.	2,882 sq.m.
34,168 sq.ft.	28,867 sq.ft.
5,158 sq.m.	4,761 sq.m.
55,523 sq.ft.	51,249 sq.ft.
	N/A

11,110 sq.m.	9,938 sq.m.
119,588 sq.ft.	106,975 sq.ft.

18 m	26 m
59 ft	86 ft

0.0 sq.m.	0.0 sq.m.
0.0 sq.ft.	0.0 sq.ft.
1,395.0 sq.m.	1,560.0 sq.m.
15015.6 sq.ft.	16791.7 sq.ft.
725.0 sq.m.	840.0 sq.m.
7803.8 sq.ft.	9041.7 sq.ft.
2120.0 sq.m.	2400.0 sq.m.
22,819.5 sq.ft.	25,833.4 sq.ft.

Required	93.0 spaces
	36.3 spaces
	17.1 spaces
Sub-Total Required	146 spaces
-5 stalls from bike parking	-5 spaces
	spaces
Total Required	141 spaces
Total Provided	141 spaces

	71 spaces
	70 spaces

	93 stalls
	44 stalls
	17 stalls
Required	154 spaces
Provided	158 spaces

CONTEXT SITE PLAN:



DRAWING INDEX:

ARCHITECTURAL DRAWING LIST

No.	Sheet Name	Sheet Purpose
A0.00	COVER SHEET	Working Drawings
A0.01	VISUALIZATIONS	Working Drawings
A1.00	SITE PLAN	Working Drawings
A2.00	PARKADE	Working Drawings
A2.01	MAIN FLOOR	Working Drawings
A2.02	SECOND FLOOR	Working Drawings
A2.03	THIRD FLOOR	Working Drawings
A2.04	FOURTH FLOOR	Working Drawings
A2.05	FIFTH FLOOR	Working Drawings
A2.06	SIXTH FLOOR	Working Drawings
A2.07	SEVENTH FLOOR	Working Drawings
A2.08	EIGHTH FLOOR	Working Drawings
A2.09	NINTH FLOOR	Working Drawings
A3.00	ROOF PLAN	Working Drawings
A3.01	ELEVATIONS	Working Drawings
A3.02	ELEVATIONS	Working Drawings
A4.00	BUILDING SECTIONS	Working Drawings

ILLUSTRATIONS:



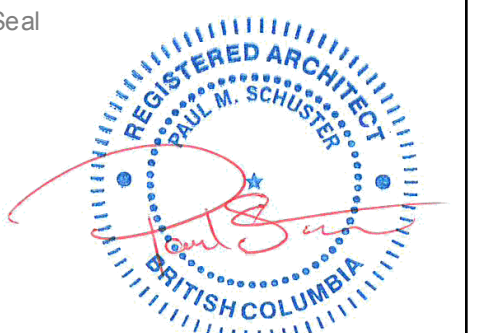
SCHEDULE A

This forms part of application # DP20-0025_DVP20-0026

City of Kelowna DEVELOPMENT PLANNING

Planner Initials WM

Notes:
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1	20191104	ISSUED FOR DP
No.	Date	Description
		Revisions



302 - 2237 LECKIE ROAD
 KELOWNA, BC V1Y 6Y5

project title: Lot C
 DISTRICT LOT 128 AND 142 ODD PLAN KAP89861
 2175 BENVOLIN ROAD, KELOWNA, BC

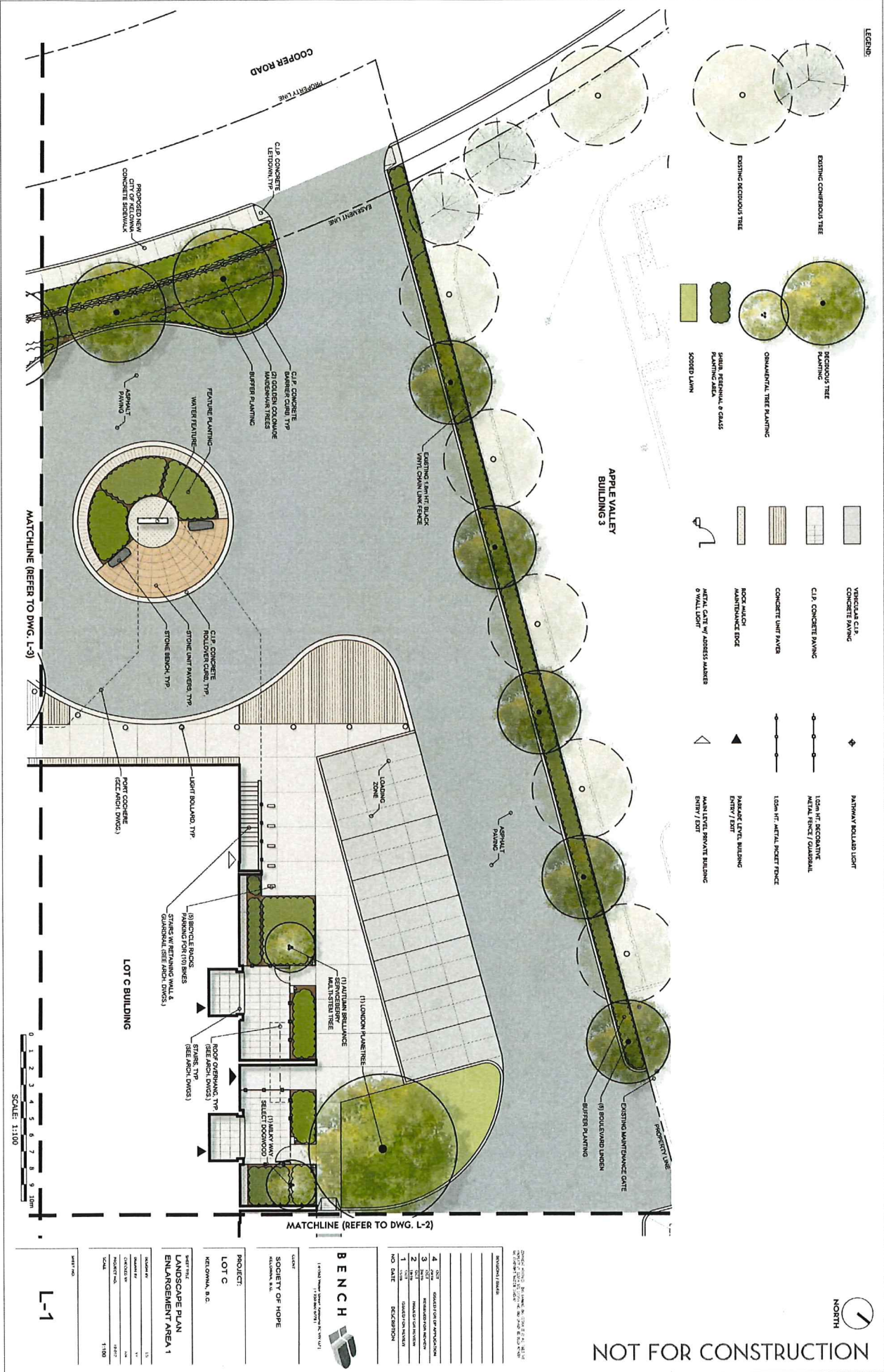
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drawing title: COVER SHEET

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Drawn	BD	
Checked	PS	

drawing no: A0.00

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LEGEND

- EXISTING CONIFEROUS TREE
- EXISTING DECIDUOUS TREE
- DECIDUOUS TREE PLANTING
- ORNAMENTAL TREE PLANTING
- SOFT PLANTING & GRASS PLANTING AREA
- SCOURED LAWN
- VARIOUS C.P.P. CONCRETE PAVING
- C.P.P. CONCRETE PAVING
- CONCRETE CURB PAVING
- ROAD SURFACE
- METAL GATE w/ ADDRESS NUMBER
- PATHWAY ROLLED LOUPE
- 1.03M HT. DECORATIVE METAL FENCE / GUARDRAIL
- 1.03M HT. METAL PICKET FENCE
- PARKING LEVEL BUILDING ENTRY / EXIT
- MAIN LEVEL PRIVATE BUILDING ENTRY / EXIT

APPLE VALLEY BUILDING 3

MATCHLINE (REFER TO DWG. L-3)

MATCHLINE (REFER TO DWG. L-2)



NOT FOR CONSTRUCTION

L-1

BENCH

14100 Highway 100, Suite 100, Richmond, BC V6V 1K1
Tel: 604.273.8222 | Fax: 604.273.8223

CLIENT
SOCIETY OF HOPE
KELLOWNA, B.C.

PROJECT
LOT C
LOT C
KELLOWNA, B.C.

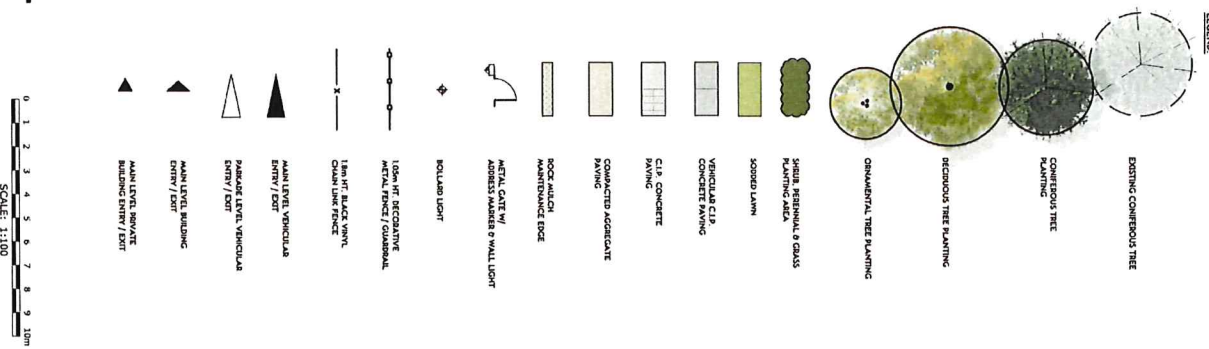
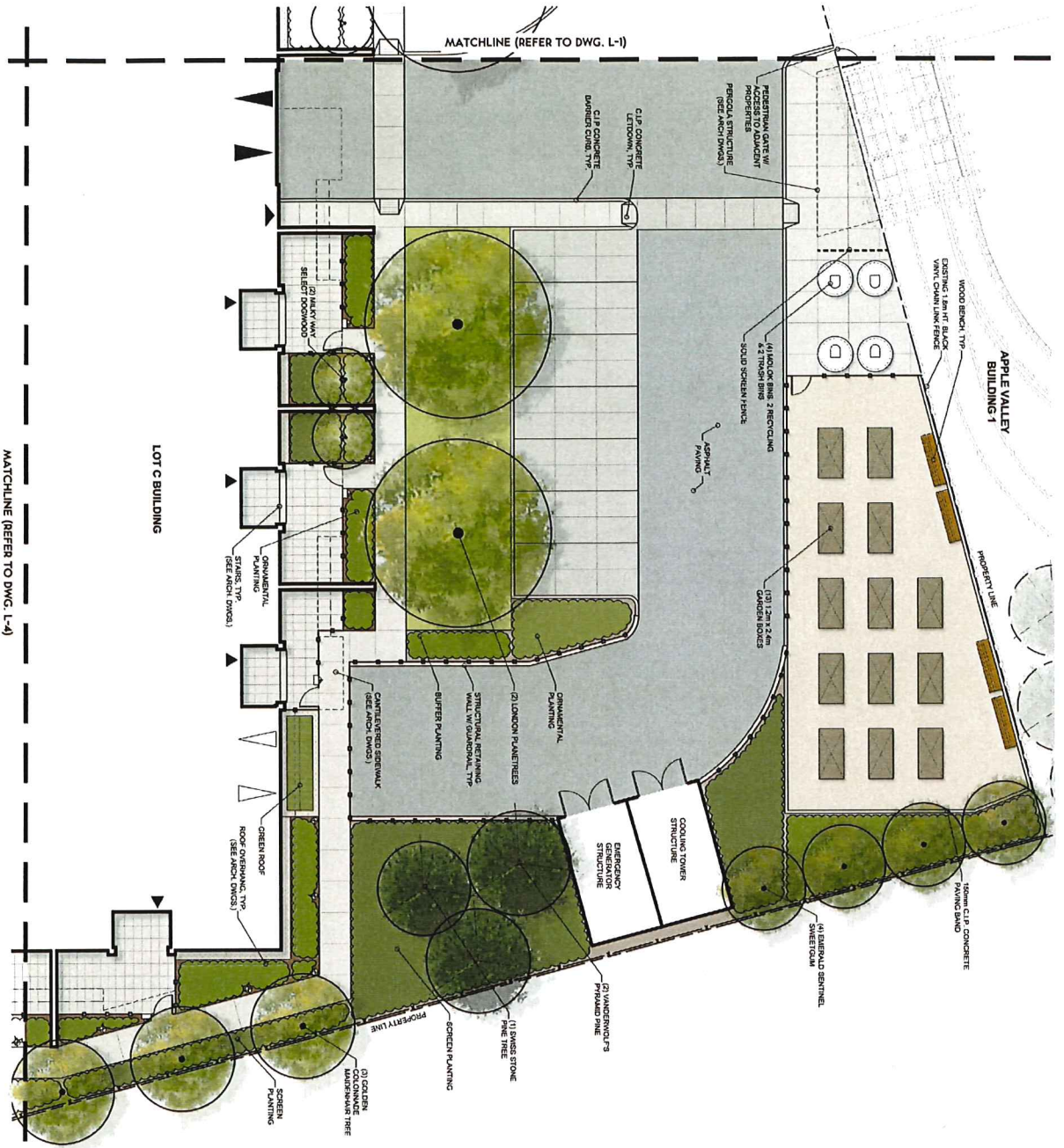
DATE
11/2023

SCALE
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REVISIONS

NO.	DATE	DESCRIPTION
1	11/2023	ISSUED FOR PERMIT
2	11/2023	ISSUED FOR PERMIT
3	11/2023	ISSUED FOR PERMIT
4	11/2023	ISSUED FOR PERMIT

PROJECT TITLE
LANDSCAPE PLAN
ENLARGEMENT AREA 1



LEGEND

- EXISTING CONIFEROUS TREE
- CONIFEROUS TREE PLANTING
- DECIDUOUS TREE PLANTING
- ORNAMENTAL TREE PLANTING
- SHRUB, PERENNIAL & GRASS PLANTING AREA
- SODDED LAWN
- VERTICAL C.I.P. CONCRETE PAVING
- C.I.P. CONCRETE PAVING
- COMPACTED AGGREGATE PAVING
- ROCK MULCH MAINTENANCE EDGE
- METAL GATE W/ ACCESS MARKERS & WALL LIGHT
- REBAR LIGHT
- 100M HT. DECORATIVE METAL FENCE / GUARDRAIL
- 1.8M HT. BLACK VINYL CHAIN LINK FENCE
- MAIN LEVEL VEHICULAR ENTRY / EXIT
- PACKAGE LEVEL VEHICULAR ENTRY / EXIT
- MAIN LEVEL BUILDING ENTRY / EXIT
- MAIN LEVEL SERVICE BUILDING ENTRY / EXIT

NOT FOR CONSTRUCTION

NORTH

SCALE: 1:100

L-2

BENCH

14000 Valley View, Suite 2000, Houston, TX 77057
T 281.416.2713

SOCIETY OF HOPE
KELDONIA, VA

PROJECT:
LOT C
KELDONIA, B.C.

DATE: 10/11/2018

NO. DATE: 10/11/2018

DESCRIPTION:

4	NOT REVISIONS
3	REVISIONS
2	REVISIONS
1	REVISIONS



MATCHLINE (REFER TO DWG. L-2)

LOT C BUILDING

BENVOULIN ROAD

0 1 2 3 4 5 6 7 8 9 10m
SCALE: 1:100

LEGEND

- RECIRCULATING TREE PLANTING
- ORNAMENTAL TREE PLANTING
- SHRUB, PERENNIAL & GRASS PLANTING AREA
- SCREEN PLANTING
- 100M CLP CONCRETE PAVING
- 12M X 2.4M WOOD GARDEN BOXES
- 150M HT. DECORATIVE METAL FENCE / GLASSRAIL
- LIGHT ROLLUP
- RESIDENTIAL GATE W/ ADDRESS MARKER
- ROCK MULCH MAINTENANCE EDGE
- CONCRETE PAVING
- 100M HT. METAL FENCE / GLASSRAIL
- 150M HT. BLACK VINYL CHAIN LINK FENCE
- MAIN LEVEL BUILDING ENTRY / EXIT
- MAIN LEVEL PRIVATE BUILDING ENTRY / EXIT



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BENCH
1000 West 10th Street, Suite 100, Kelowna, BC V1Y 9S7
Tel: 250.860.8888

PROJECT:
SOCIETY OF HOPE
KELOWNA, B.C.

PROJECT:
LOT C
LANDSCAPE PLAN
ENLARGEMENT AREA 4

DATE:
11/03

NO. DATE DESCRIPTION

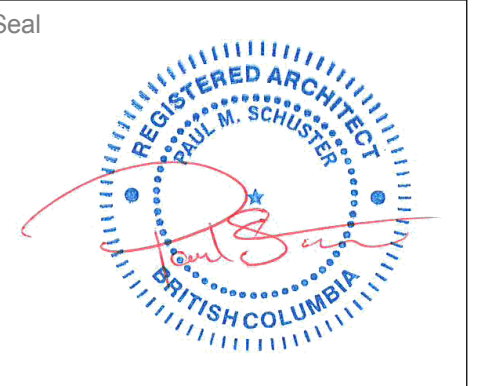
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3	11/03	ISSUE FOR PERMITTING
2	11/03	ISSUE FOR PERMITTING
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No.	Date	Description
1	20191104	ISSUED FOR DP
Revisions		



project title
 Lot C
 DISTRICT LOT 128 AND 142 ODYD PLAN
 KAP89861
 2175 BENVOLIN ROAD, KELOWNA, BC

project no. 1833

drawing title
VISUALIZATIONS

designed	PS	scale
drawn	BD	
checked	PS	

drawing no.
A0.01

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