

# Development Permit

## DP23-0072

**ATTACHMENT A**

This forms part of application  
# DP23-0072

Planner Initials **MT**

City of Kelowna  
COMMUNITY PLANNING



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

**1110 Lawson Ave**

and legally known as

**Lot A District Lot 137 ODYD Plan EPP133457**

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: April 22, 2024**

Development Permit Area: Form & Character

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: HPG Development Ltd., Inc. No. BC0897381

Applicant: Zeidler Architecture

---

Nola Kilmartin  
Development Planning Department 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. DP23-0072 for Lot A District Lot 137 ODYD Plan EPP133457 located at 1110 Lawson Ave, 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 the applicant be required to complete the above noted conditions of Council's approval of the Development Permit Application in order for the permit to be issued;

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 **\$447,708.75**

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.

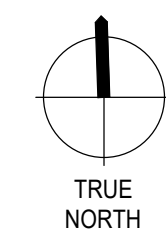
All costs, expenses, claims that may be incurred by the Municipality where the construction, engineering or other types of works as called for by the Permit results in damages to any property owned in whole or in part by the Municipality or which the Municipality by duty or custom is obliged, directly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

|  |                                 |
|--|---------------------------------|
| <b>ATTACHMENT</b> <u>  A  </u>   |                                 |
| This forms part of application<br># <u>DP23-0072</u>   |                                 |
| Planner<br>Initials  | <input type="text" value="MT"/> |
| <br>City of<br><b>Kelowna</b><br><small>COMMUNITY PLANNING</small> |                                 |

DRAFT



NOTE  
 COPYRIGHT © ZEIDLER ARCHITECTURE INC.  
 CONTRACTOR MUST CHECK AND VERIFY ALL DIMENSIONS ON THE JOB. ANY DISCREPANCY OR CONTRADICTORY INFORMATION WITHIN THIS SET OF DRAWINGS AND / OR OTHER CONSULTANTS' DRAWINGS MUST BE BROUGHT TO THE ATTENTION OF THE ARCHITECT BEFORE PROCEEDING.

|   |                            |            |
|---|----------------------------|------------|
| 3 | ISSUED FOR DP - RESPONSE 1 | 2024-03-21 |
| 2 | ISSUED FOR DP - R1         | 2023-04-11 |
| 1 | ISSUED FOR DP              | 2023-03-10 |

| NO. | ISSUE/REVISION | DATE |
|-----|----------------|------|
|-----|----------------|------|

NOT FOR CONSTRUCTION

PROJECT  
**GORDON & LAWSON**

PROJECT ADDRESS  
 1110 GORDON DR  
 KELOWNA, BC  
 V1Y 3G3

TITLE  
**SITE PLAN**

|             |       |         |
|-------------|-------|---------|
| PROJECT NO. | DRAWN | CHECKED |
| 222-114     | JD    | Checker |

|               |              |
|---------------|--------------|
| DRAWING NO.   | REVISION NO. |
| <b>DP1.02</b> | 3            |

**PROJECT INFORMATION**

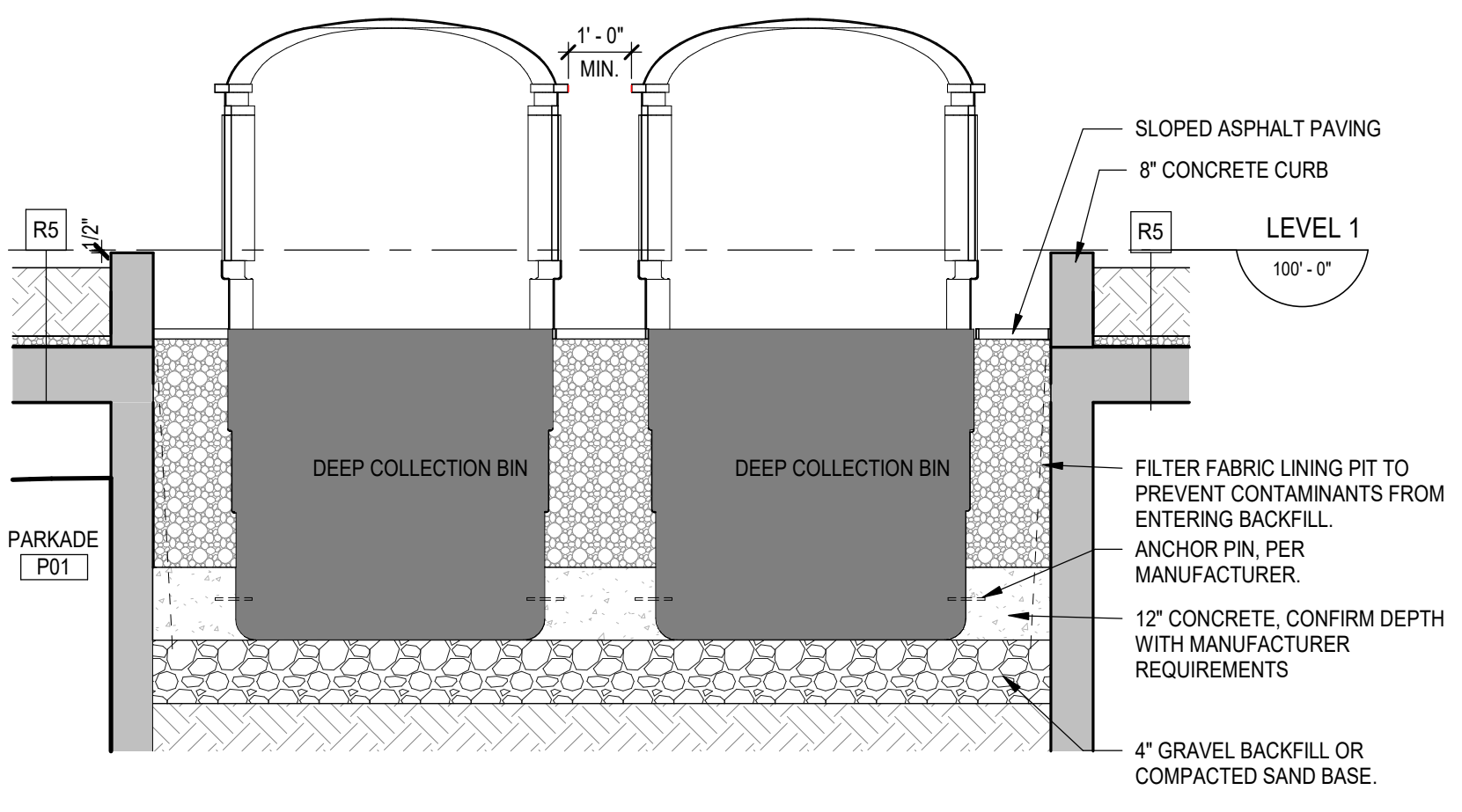
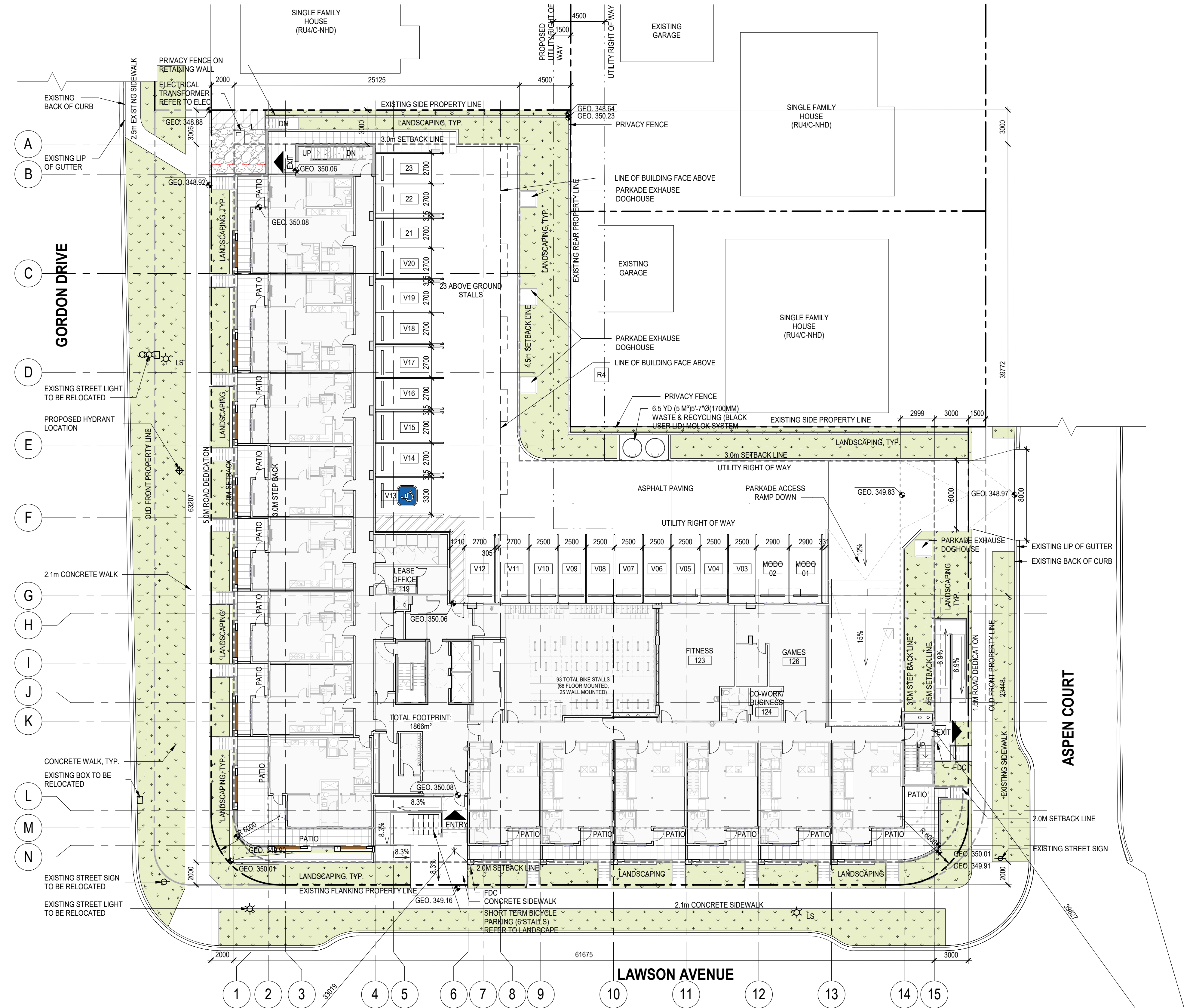
OWNER: HPG Development Ltd.  
 DP APPLICANT: ZEIDLER ARCHITECTURE  
 MUNICIPAL ADDRESS: 1459, 1467 GORDON DR., 1104-1130 LAWSON AVE., 1488 ASPEN CT., KELOWNA, BC  
 LEGAL ADDRESS: LOT 7, 8, 9, 10, 11; PLAN KAP14393  
 PARCEL AREA: BEFORE ROAD DEDICATION: 3,977 m<sup>2</sup> / 42,808 ft<sup>2</sup>  
 AFTER ROAD DEDICATION: 3,555.5 m<sup>2</sup> / 38,271 ft<sup>2</sup>  
 BYLAW NO.: 12375

LANDUSE BYLAW: RU4  
 ZONING (EXISTING): MF3R - MULTI FAMILY - RENTAL DESIGNATION  
 ZONING (PROPOSED): 6 STOREY WOOD-FRAME MULTI-FAMILY BUILDING RESIDENTIAL

GENERAL DESCRIPTION: RESIDENTIAL

PRINCIPAL USE / FLOOR UNIT TYPE BREAKDOWN:

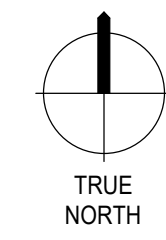
| LEVEL   | 2 BED UNIT | 1 BED UNIT | STUDIO | 3 BED TOWNHOUSE | TOTALS |
|---------|------------|------------|--------|-----------------|--------|
| LEVEL 1 | 3          | 5          |        | 6               | 14     |
| LEVEL 2 | 6          | 12         | 3      |                 | 21     |
| LEVEL 3 | 6          | 18         | 3      |                 | 27     |
| LEVEL 4 | 6          | 18         | 3      |                 | 27     |
| LEVEL 5 | 6          | 18         | 3      |                 | 27     |
| LEVEL 6 | 4          | 9          | 1      |                 | 14     |
|         | 31         | 80         | 13     |                 | 136    |



**2 W+R (MOLOK BINS) SECTION DETAIL**  
 DP1.02 SCALE: 3/8" = 1'-0"

**1 SITE PLAN**  
 DP1.02 SCALE: 1:200





NOTE  
 COPYRIGHT © ZEIDLER ARCHITECTURE INC.  
 CONTRACTOR MUST CHECK AND VERIFY ALL DIMENSIONS ON THE JOB. ANY DISCREPANCY OR CONTRADICTION INFORMATION WITHIN THIS SET OF DRAWINGS AND / OR OTHER CONSULTANTS' DRAWINGS MUST BE BROUGHT TO THE ATTENTION OF THE ARCHITECT BEFORE PROCEEDING.

|   |                            |            |
|---|----------------------------|------------|
| 3 | ISSUED FOR DP - RESPONSE 1 | 2024-03-21 |
| 2 | ISSUED FOR DP - R1         | 2023-04-11 |
| 1 | ISSUED FOR DP              | 2023-03-10 |

| NO. | ISSUE/REVISION | DATE |
|-----|----------------|------|
|-----|----------------|------|

**NOT FOR CONSTRUCTION**

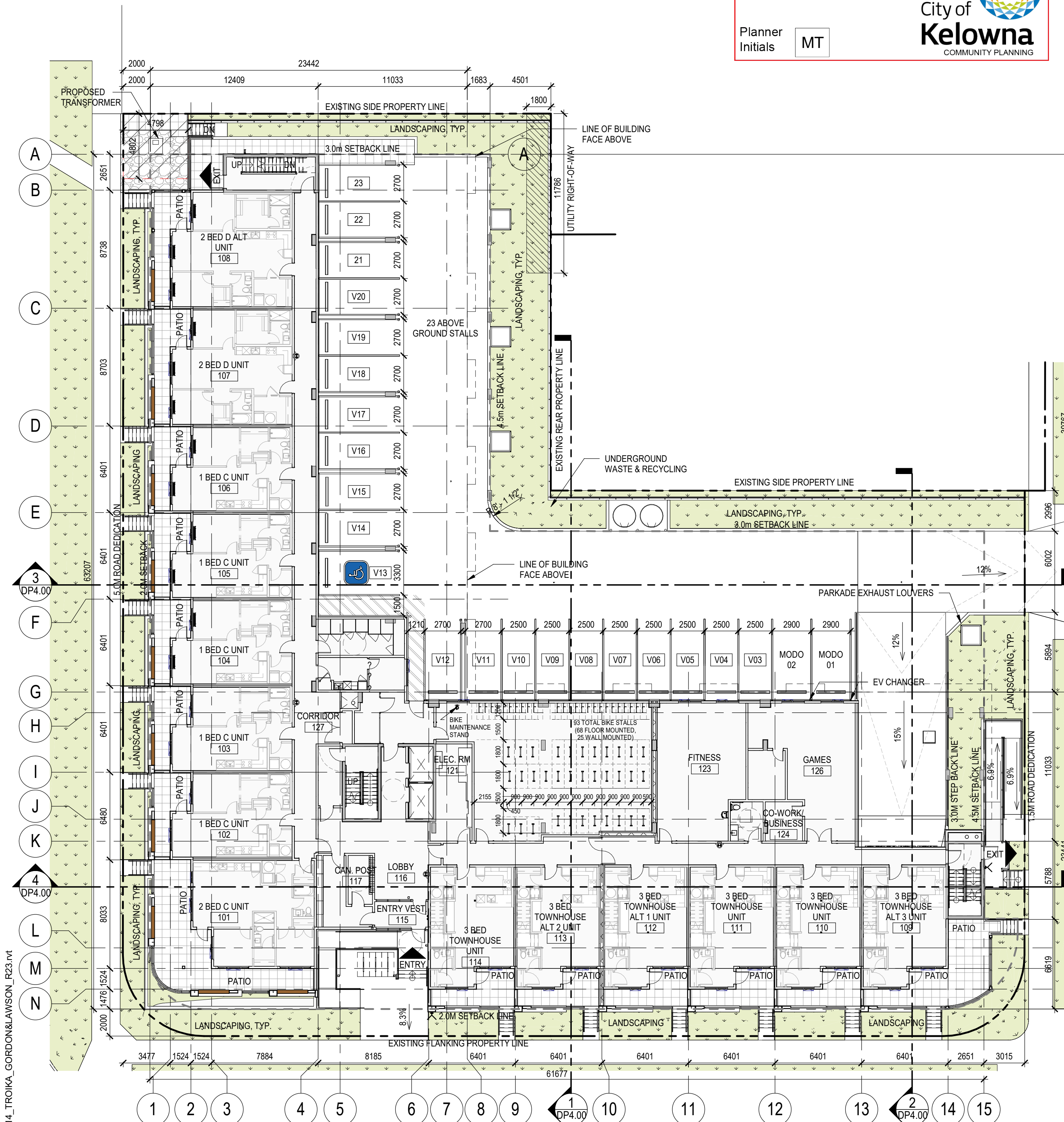
PROJECT  
**GORDON & LAWSON**

PROJECT ADDRESS  
 1110 GORDON DR  
 KELOWNA, BC  
 V1Y 3G3

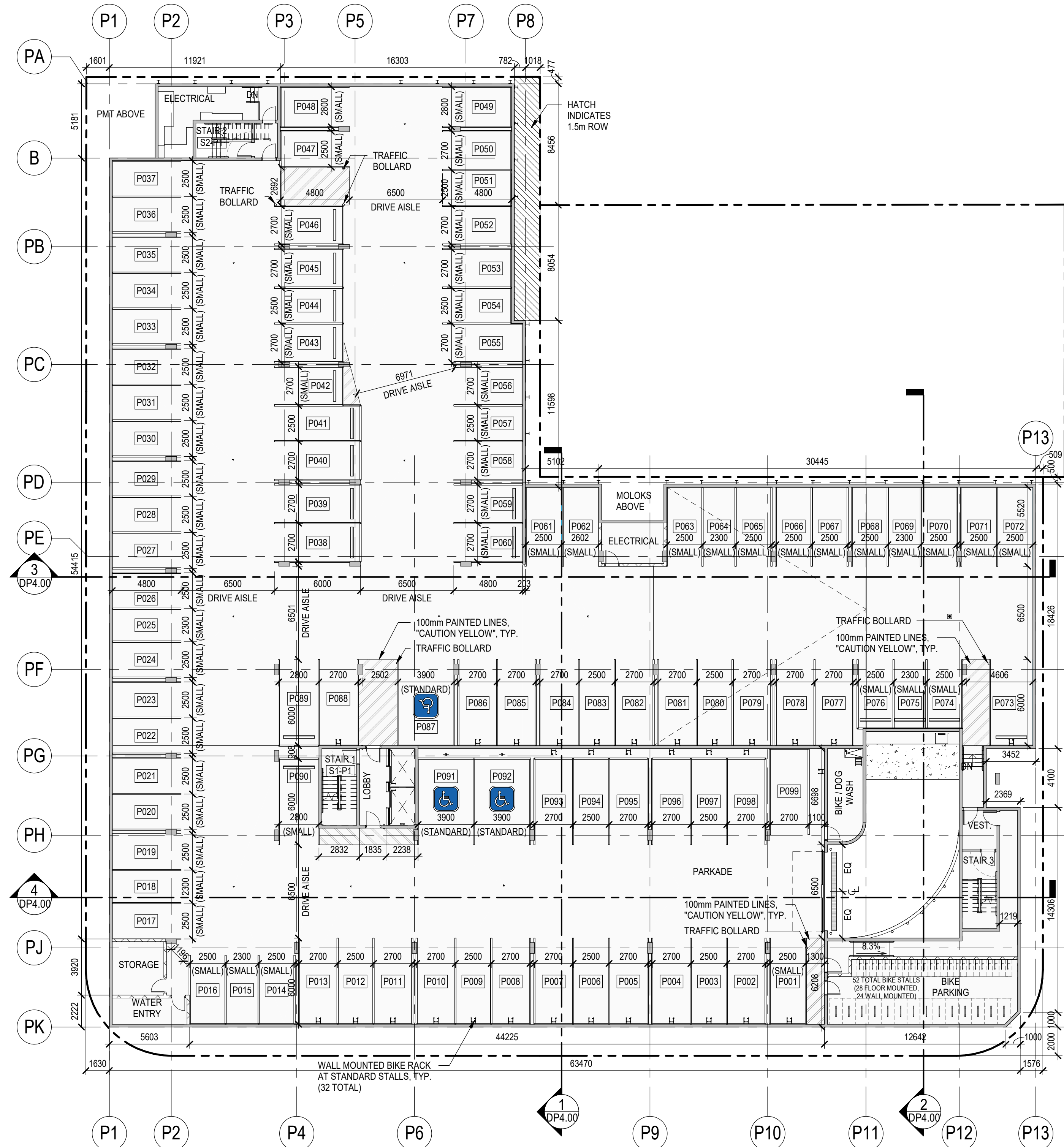
TITLE  
**FLOOR PLANS**

|             |        |         |
|-------------|--------|---------|
| PROJECT NO. | DRAWN  | CHECKED |
| 222-114     | Author | Checker |

|               |              |
|---------------|--------------|
| DRAWING NO.   | REVISION NO. |
| <b>DP2.00</b> | <b>3</b>     |



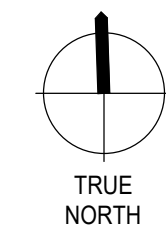
**2 FLOOR PLAN - LEVEL 1**  
 DP2.00 SCALE: 1:200



**1 FLOOR PLAN - P-1**  
 DP2.00 SCALE: 1:200

Autodesk Docs://Troika Gordon Lawson/AR\_222-114\_TROIKA\_GORDON&LAWSON\_R23.rvt 3/21/2024 3:20:36 PM





NOTE

COPYRIGHT © ZEIDLER ARCHITECTURE INC.  
CONTRACTOR MUST CHECK AND VERIFY ALL DIMENSIONS ON THE JOB. ANY DISCREPANCY OR CONTRADICTION INFORMATION WITHIN THIS SET OF DRAWINGS AND / OR OTHER CONSULTANTS' DRAWINGS MUST BE BROUGHT TO THE ATTENTION OF THE ARCHITECT BEFORE PROCEEDING.

|   |                            |            |
|---|----------------------------|------------|
| 3 | ISSUED FOR DP - RESPONSE 1 | 2024-03-21 |
| 2 | ISSUED FOR DP_R1           | 2023-04-11 |
| 1 | ISSUED FOR DP              | 2023-03-10 |

| NO. | ISSUE/REVISION | DATE |
|-----|----------------|------|
|-----|----------------|------|

**NOT FOR CONSTRUCTION**

PROJECT  
**GORDON & LAWSON**

PROJECT ADDRESS  
1110 GORDON DR  
KELOWNA, BC  
V1Y 3G3

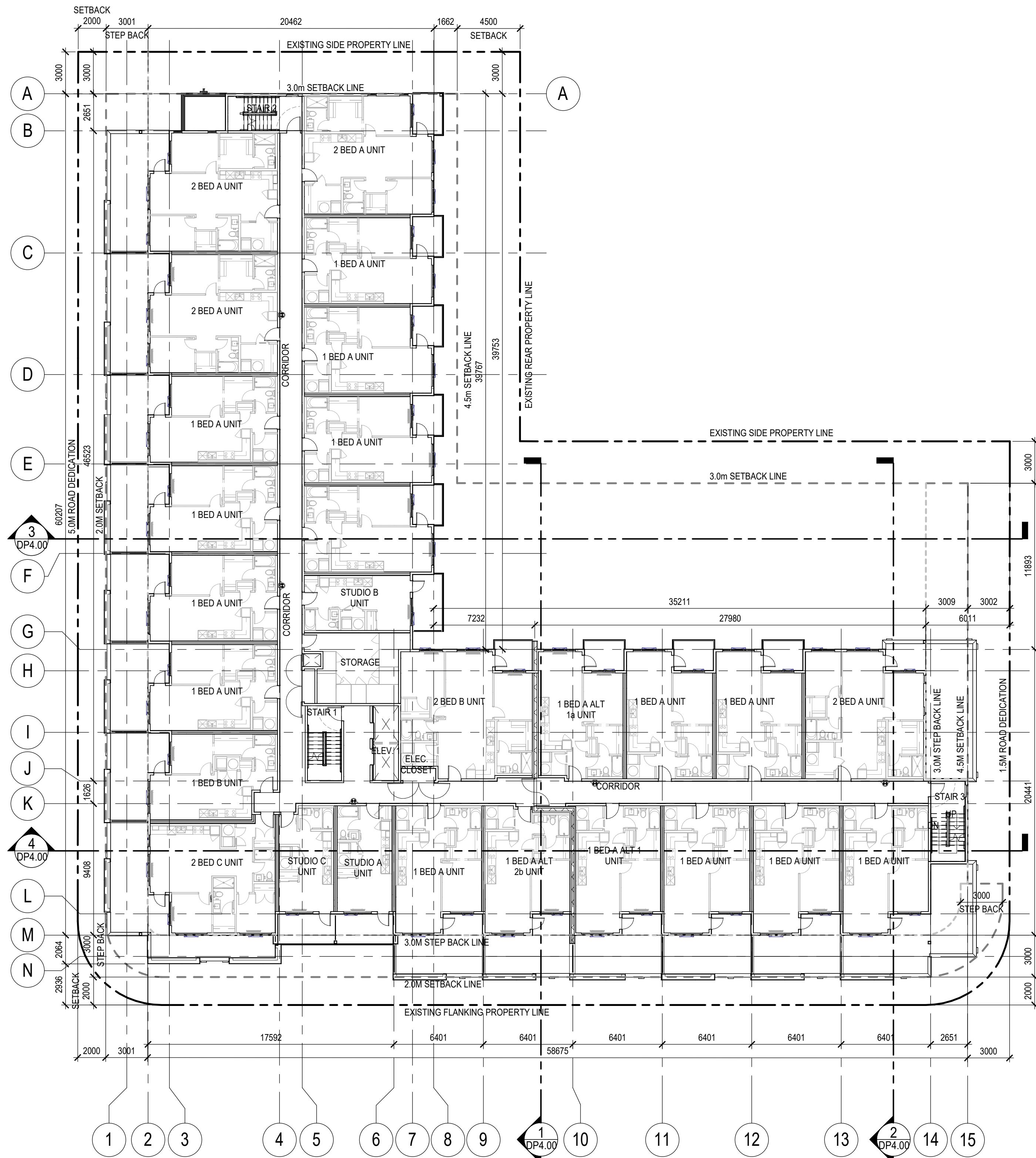
TITLE  
**FLOOR PLANS**

|             |        |         |
|-------------|--------|---------|
| PROJECT NO. | DRAWN  | CHECKED |
| 222-114     | Author | Checker |

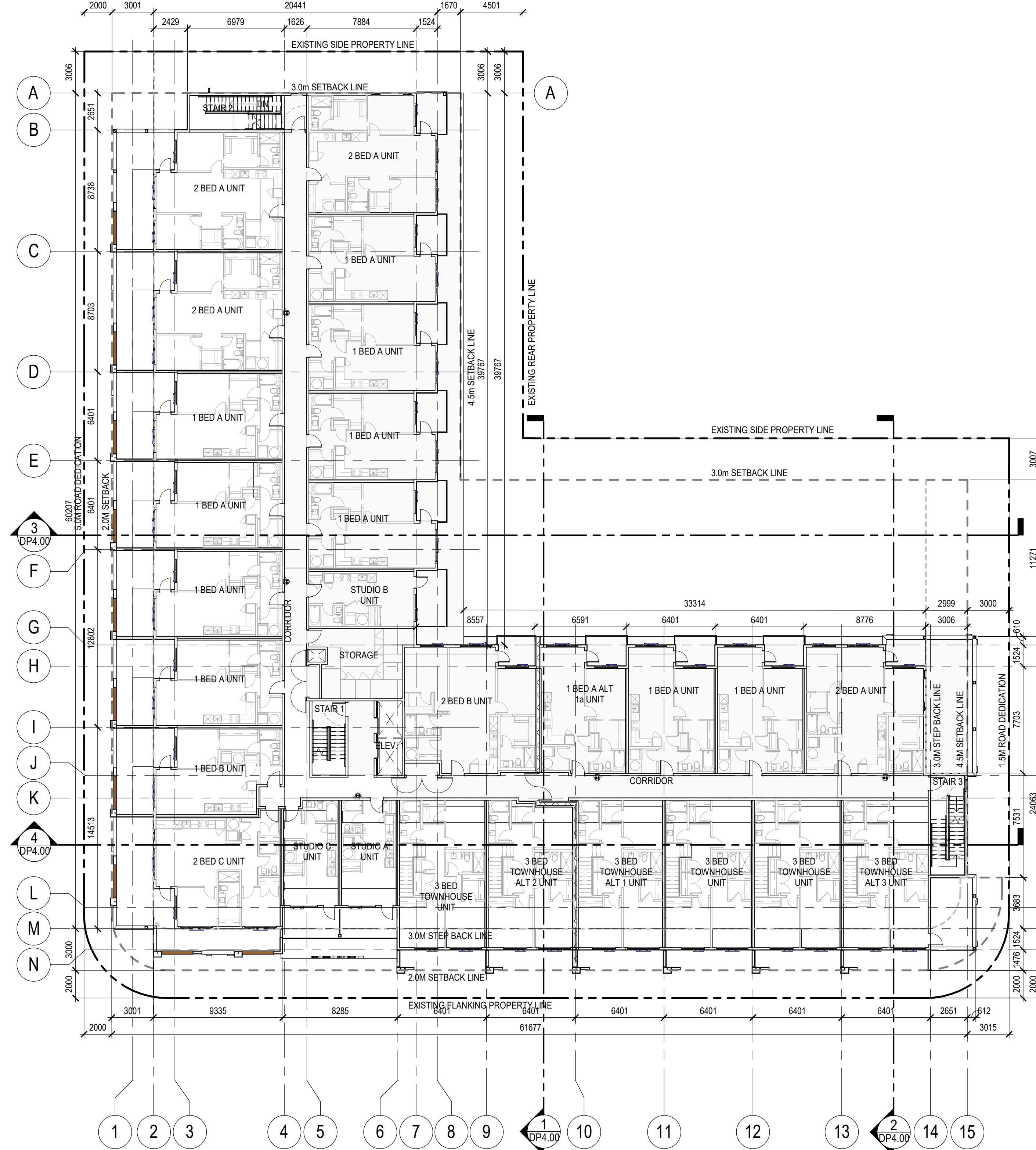
|               |              |
|---------------|--------------|
| DRAWING NO.   | REVISION NO. |
| <b>DP2.01</b> | 3            |

**SCHEDULE A**  
This forms part of application  
# DP23-0072

Planner Initials **MT**



**2 LEVEL 3-5 FLOOR PLAN**  
SCALE: 1: 200



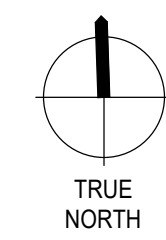
**1 LEVEL 2 FLOOR PLAN**  
SCALE: 1: 200



**SCHEDULE A**  
 This forms part of application  
 # DP23-0072

Planner Initials **MT**

City of Kelowna  
 COMMUNITY PLANNING



NOTE  
 COPYRIGHT © ZEIDLER ARCHITECTURE INC.  
 CONTRACTOR MUST CHECK AND VERIFY ALL DIMENSIONS ON THE JOB. ANY DISCREPANCY OR CONTRADICTORY INFORMATION WITHIN THIS SET OF DRAWINGS AND / OR OTHER CONSULTANTS' DRAWINGS MUST BE BROUGHT TO THE ATTENTION OF THE ARCHITECT BEFORE PROCEEDING.

| NO. | ISSUE/REVISION             | DATE       |
|-----|----------------------------|------------|
| 2   | ISSUED FOR DP - RESPONSE 1 | 2024-03-21 |
| 1   | ISSUED FOR DP_R1           | 2023-04-11 |

**NOT FOR CONSTRUCTION**

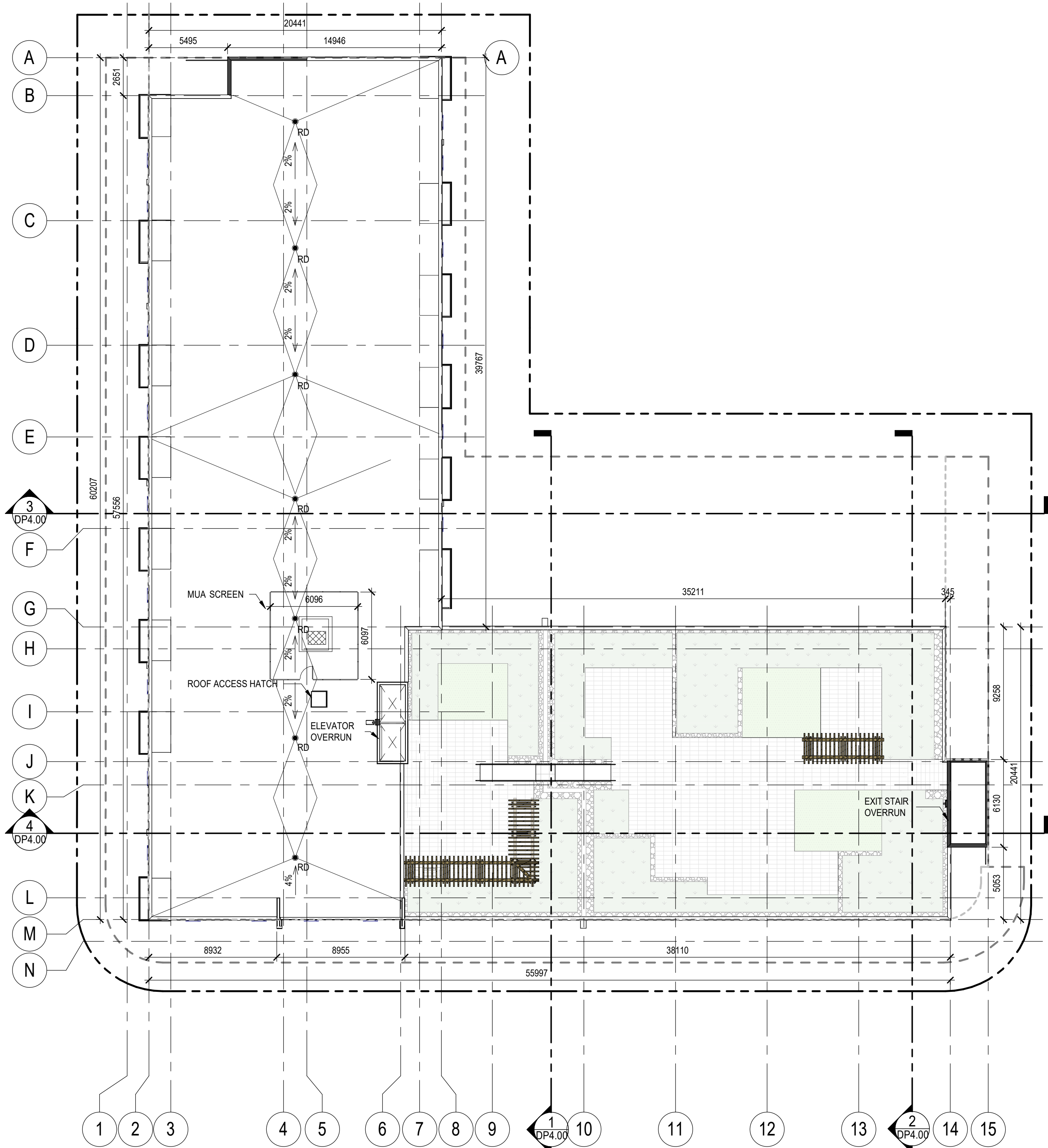
PROJECT  
**GORDON & LAWSON**

PROJECT ADDRESS  
 1110 GORDON DR  
 KELOWNA, BC  
 V1Y 3G3

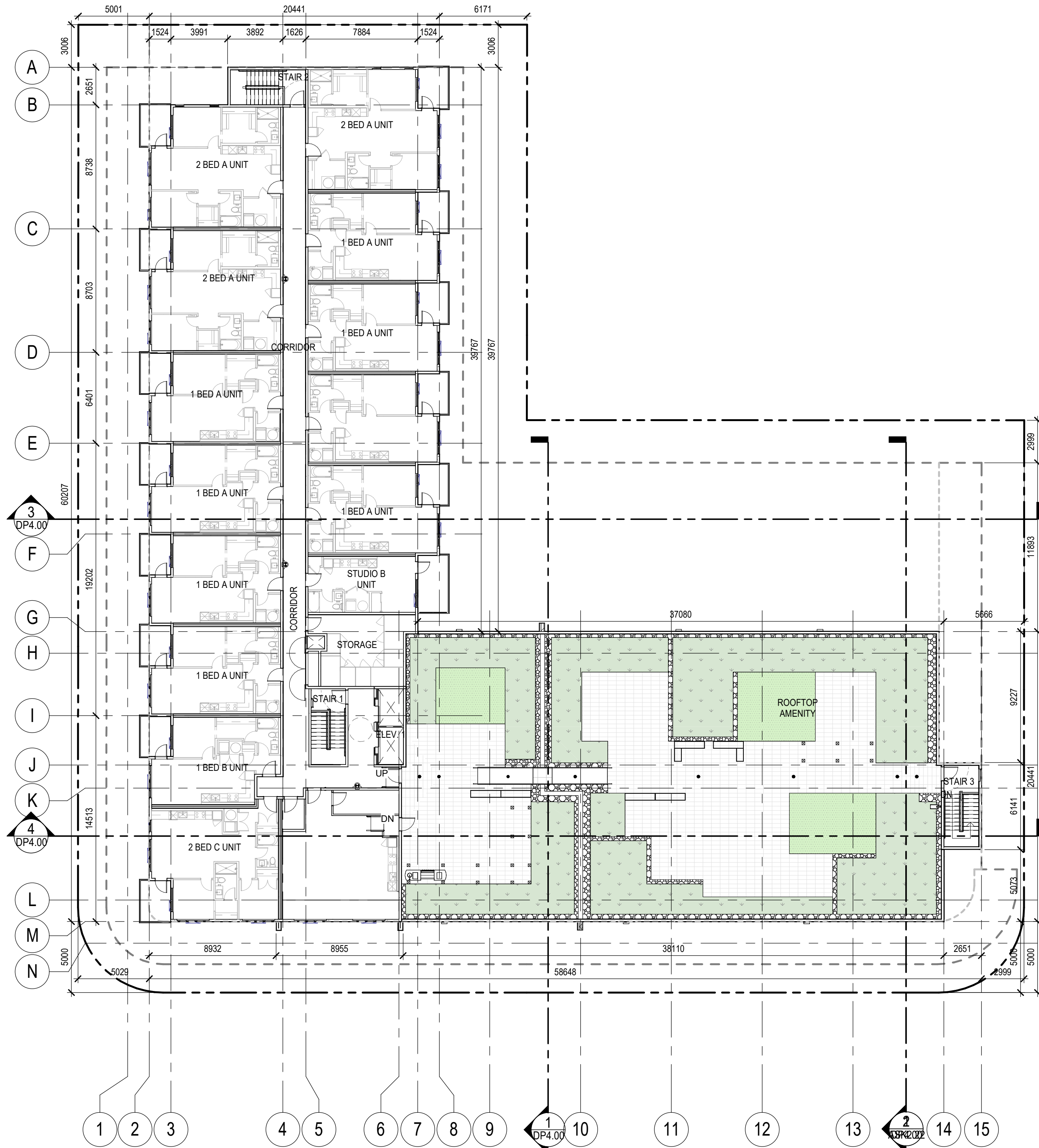
TITLE  
**FLOOR PLANS**

| PROJECT NO. | DRAWN  | CHECKED |
|-------------|--------|---------|
| 222-114     | Author | Checker |

| DRAWING NO.   | REVISION NO. |
|---------------|--------------|
| <b>DP2.02</b> | 2            |



**2 ROOF PLAN**  
 DP2.02 SCALE: 1: 200



**1 LEVEL 6 FLOOR PLAN**  
 DP2.02 SCALE: 1: 200

Autodesk Docs://Troika Gordon Lawson/AR\_222-114\_TROIKA\_GORDON&LAWSON\_R23.rvt

3/21/2024 3:20:48 PM



# SCHEDULE B

This forms part of application  
# DP23-0072

Planner Initials **MT**



| MATERIAL LEGEND |  |
|-----------------|--|
| 1B              | CEMENTITIOUS BOARD CLADDING (HARDIE, IRON GREY, SMOOTH)                    |
| 2B              | CEMENTITIOUS PANEL CLADDING (HARDIE, IRON GREY, SMOOTH)                    |
| 1A              | CEMENTITIOUS BOARD CLADDING (HARDIE, ARTIC WHITE, SMOOTH)                  |
| 2A              | CEMENTITIOUS PANEL CLADDING (HARDIE, ARTIC WHITE, SMOOTH)                  |
| 3               | COMPOSITE PANEL CLADDING (WOOD APPEARANCE)                                 |
| 4               | CHICAGO BRICK (ANTHRACITE)   |
| 9               | DOUBLE GLAZED VINYL WINDOW (WHITE OR BLACK EXTERIOR)                       |
| 7               | METAL PICKET GUARDRAIL (BLACK OR WHITE POWDER COAT)                        |
| 6               | ALUMINUM SOFFIT (WOOD APPEARANCE)  |
| 10              | EXPOSED CONCRETE PLANTERS, PATTERNED TIE HOLES AND EXPANSION JOINTS        |
| 11              | DOUBLE GLAZED FIBERGLASS PATIO DOOR WITH TRANSOM (WHITE OR BLACK EXTERIOR) |

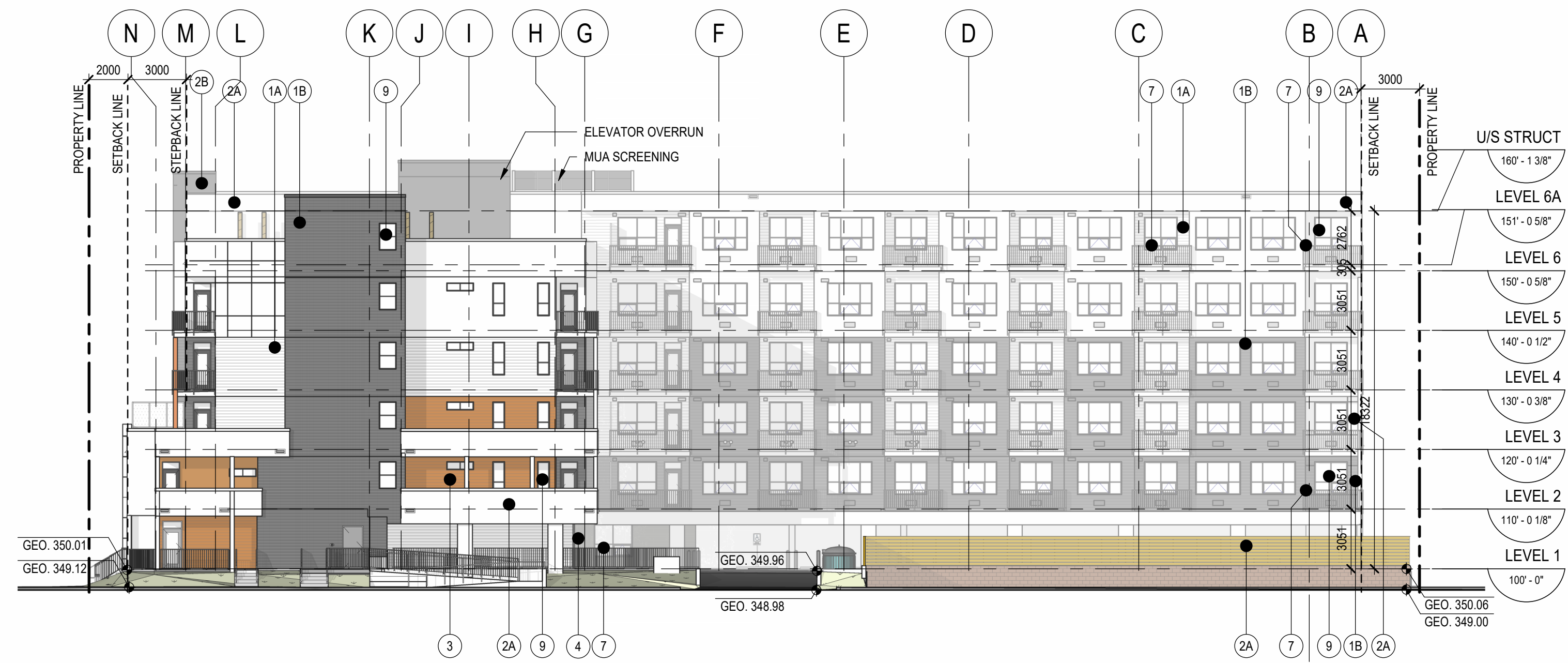


NOTE

COPYRIGHT © ZEIDLER ARCHITECTURE INC.  
CONTRACTOR MUST CHECK AND VERIFY ALL DIMENSIONS ON THE JOB. ANY DISCREPANCY OR CONTRADICTORY INFORMATION WITHIN THIS SET OF DRAWINGS AND / OR OTHER CONSULTANTS' DRAWINGS MUST BE BROUGHT TO THE ATTENTION OF THE ARCHITECT BEFORE PROCEEDING.



**4** PERSPECTIVE - SE CORNER (AMENITY ROOF)  
DP3.00 SCALE: 12" = 1'-0"



**2** EAST ELEVATION  
DP3.00 SCALE: 1: 200



**3** PERSPECTIVE - SOUTH ELEVATION  
DP3.00 SCALE: 12" = 1'-0"



**1** SOUTH ELEVATION  
DP3.00 SCALE: 1: 200

| NO. | ISSUE/REVISION             | DATE       |
|-----|----------------------------|------------|
| 2   | ISSUED FOR DP - RESPONSE 1 | 2024-03-21 |
| 1   | ISSUED FOR DP              | 2023-03-10 |

NOT FOR CONSTRUCTION

PROJECT  
**GORDON & LAWSON**

PROJECT ADDRESS  
1110 GORDON DR  
KELOWNA, BC  
V1Y 3G3

TITLE  
**BUILDING ELEVATION**

| PROJECT NO. | DRAWN  | CHECKED |
|-------------|--------|---------|
| 222-114     | Author | Checker |

DRAWING NO. **DP3.00** REVISION NO. **2**

**DP3.00**



NOTE

COPYRIGHT © ZEIDLER ARCHITECTURE INC.

CONTRACTOR MUST CHECK AND VERIFY ALL DIMENSIONS ON THE JOB. ANY DISCREPANCY OR CONTRADICTION INFORMATION WITHIN THIS SET OF DRAWINGS AND / OR OTHER CONSULTANTS' DRAWINGS MUST BE BROUGHT TO THE ATTENTION OF THE ARCHITECT BEFORE PROCEEDING.

3 ISSUED FOR DP - RESPONSE 1 2024-03-21  
2 ISSUED FOR DP\_R1 2023-04-11  
1 ISSUED FOR DP 2023-03-10

NO. ISSUE/REVISION DATE

NOT FOR CONSTRUCTION

PROJECT

**GORDON & LAWSON**

PROJECT ADDRESS

1110 GORDON DR  
KELOWNA, BC  
V1Y 3G3

TITLE

**BUILDING ELEVATION**

PROJECT NO. 222-114 DRAWN Author CHECKED Checker

DRAWING NO. DP3.01 REVISION NO. 3

**DP3.01**

3

| MATERIAL LEGEND |  |
|-----------------|--|
| 1B              | CEMENTITIOUS BOARD CLADDING (HARDIE, IRON GREY, SMOOTH)                    |
| 2B              | CEMENTITIOUS PANEL CLADDING (HARDIE, IRON GREY, SMOOTH)                    |
| 1A              | CEMENTITIOUS BOARD CLADDING (HARDIE, ARTIC WHITE, SMOOTH)                  |
| 2A              | CEMENTITIOUS PANEL CLADDING (HARDIE, ARTIC WHITE, SMOOTH)                  |
| 3               | COMPOSITE PANEL CLADDING (WOOD APPEARANCE)                                 |
| 4               | CHICAGO BRICK (ANTHRACITE)   |
| 9               | DOUBLE GLAZED VINYL WINDOW (WHITE OR BLACK EXTERIOR)                       |
| 7               | METAL PICKET GUARDRAIL (BLACK OR WHITE POWDER COAT)                        |
| 6               | ALUMINUM SOFFIT (WOOD APPEARANCE)  |
| 10              | EXPOSED CONCRETE PLANTERS, PATTERNED TIE HOLES AND EXPANSION JOINTS        |
| 11              | DOUBLE GLAZED FIBERGLASS PATIO DOOR WITH TRANSOM (WHITE OR BLACK EXTERIOR) |



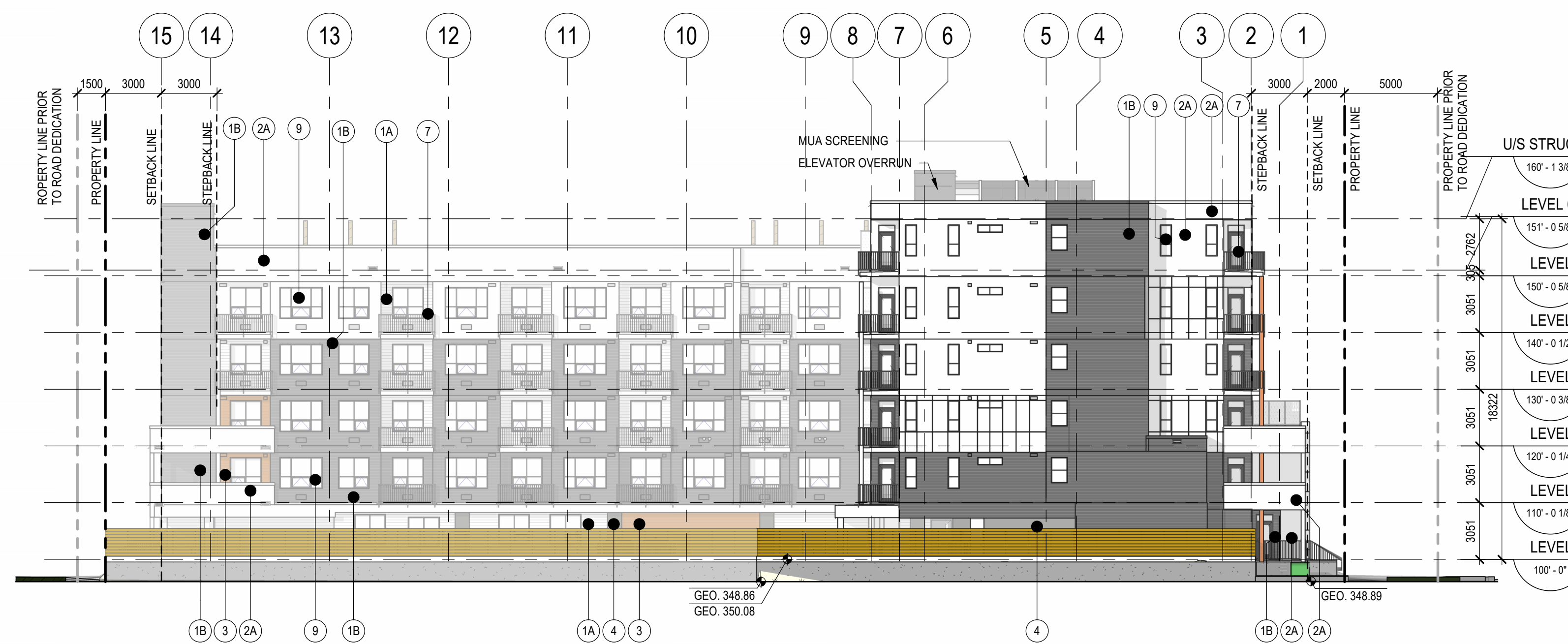
**SCHEDULE B**  
This forms part of application  
# DP23-0072

Planner Initials **MT**

**City of Kelowna**  
COMMUNITY PLANNING



**4** PERSPECTIVE - SW CORNER (MAIN ENTRY)  
DP3.01 SCALE: 1/2" = 1'-0"



**2** NORTH ELEVATION  
DP3.01 SCALE: 1:200



**3** PERSPECTIVE - WEST ELEVATION  
DP3.01 SCALE: 1/2" = 1'-0"



**1** WEST ELEVATION  
DP3.01 SCALE: 1:200



# SCHEDULE C

This forms part of application

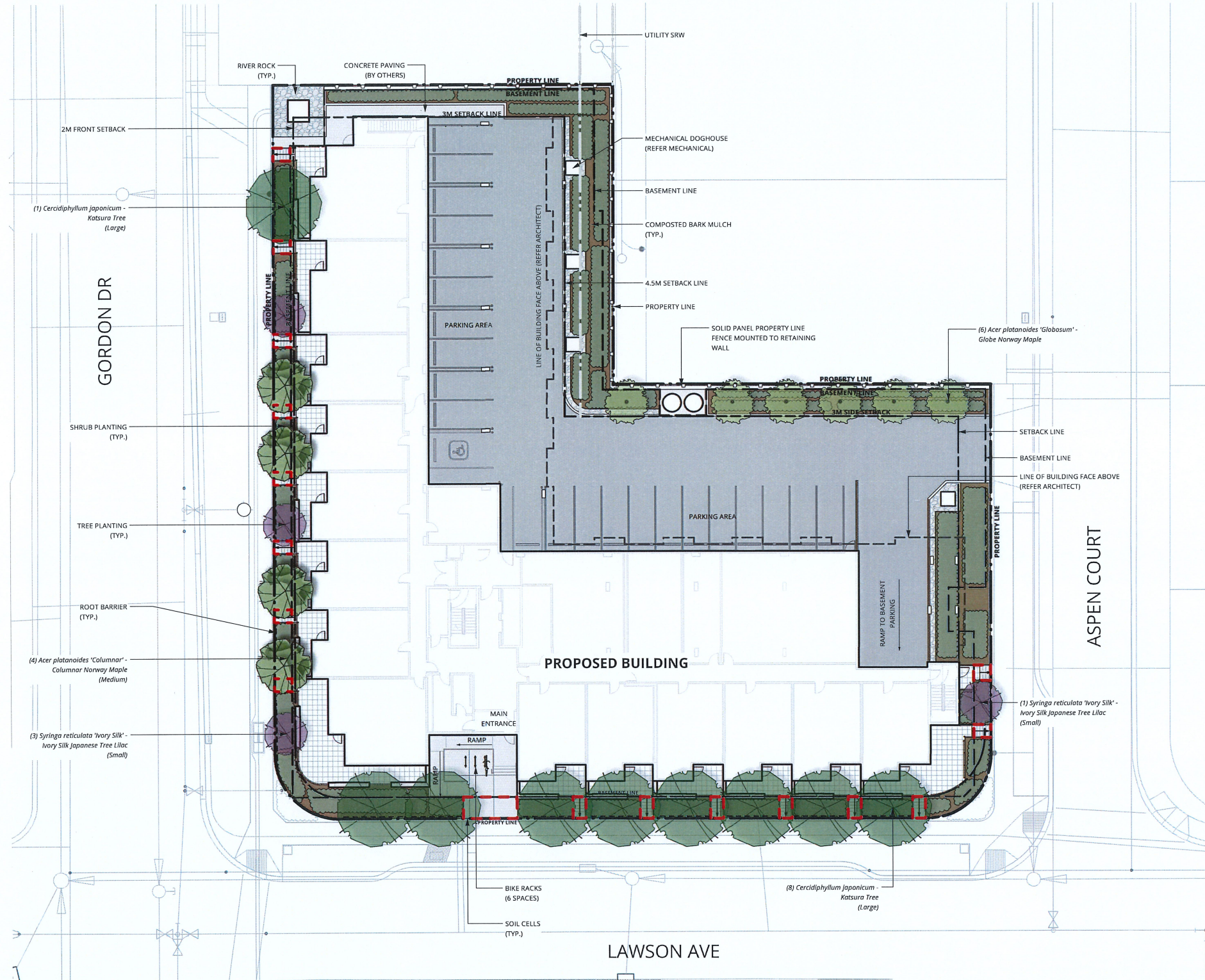
# DP23-0072

Planner Initials MT



**LEGEND:**

- PROPOSED TREES
- PROPERTY LINE
- CONCRETE PAVING (BY OTHERS)
- RIVER ROCK
- COMPOSTED BARK MULCH
- SHRUB PLANTING
- SOD PLANTING
- SCREEN FENCE
- SOIL CELLS



TREE PLANTING



SHRUB, PERENNIAL, & ORNAMENTAL GRASSES PLANTING

**PLANT LIST - ON SITE - GROUND FLOOR**

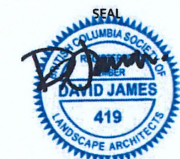
| QTY   | BOTANICAL NAME                              | COMMON NAME                    | SIZE    | ROOT   |
|---|---|--------------------------------|---------|--------|
| <b>Trees Deciduous</b>                              |   |                                |         |        |
| 4*  | <i>Acer platanoides</i> 'Columnar'          | Columnar Norway Maple          | 6cm Cal | B&B    |
| 6   | <i>Acer platanoides</i> 'Globosum'          | Globe Norway Maple             | 6cm Cal | B&B    |
| 9*  | <i>Cercidiphyllum japonicum</i>             | Katsura Tree                   | 6cm Cal | B&B    |
| 4*  | <i>Syringa reticulata</i> 'Ivory Silk'      | Ivory Silk Japanese Tree Lilac | 6cm Cal | B&B    |
| <b>Shrubs, Perennials, &amp; Ornamental Grasses</b> |   |                                |         |        |
|   | <i>Cornus alba</i> 'Elegantissima'          | Silver Leaf Dogwood            | #02     | Potted |
|   | <i>Calamagrostis x acutiflora</i> 'Overdam' | Feather Reed Grass             | #01     | Potted |
|   | <i>Cornus stolonifera</i> 'Arctic Fire'     | Redosier Dogwood               | #02     | Potted |
|   | <i>Echinacea purpurea</i>                   | Purple coneflower              | #01     | Potted |
|   | <i>Mahonia repens</i>                       | Creeping Mahonia               | #01     | Potted |
|   | <i>Molinia caerulea</i>                     | Moor Grass                     | #01     | Potted |
|   | <i>Nepeta x faassenii</i> 'Walker's Low'    | Walker's Low Catmint           | #01     | Potted |
|   | <i>Rhus aromatica</i> 'Gro-Low'             | Fragrant Sumac                 | #02     | Potted |
|   | <i>Rosa</i> 'Morden Blush'                  | Morden Blush Rose              | #02     | Potted |
|   | <i>Rudbeckia fulgida</i> 'Goldsturm'        | Black Eyed Susan               | #01     | Potted |
|   | <i>Syringa meyeri</i> 'Miss Kim'            | Miss Kim Korean Lilac          | #02     | Potted |
|   | <i>Taxus x media</i> 'Hicksii'              | Miss Kim Lilac                 | #02     | Potted |

\* - CoK Bylaw No.12375 Required Tree

**NOTES:**

- THIS DRAWING DEPICTS FORM AND CHARACTER AND IS TO BE USED FOR DEVELOPMENT PERMIT SUBMISSION ONLY. IT IS NOT INTENDED FOR USE AS A CONSTRUCTION DOCUMENT.
- ALL PLANT MATERIALS AND CONSTRUCTION METHODS SHALL CONFORM TO THE MINIMUM STANDARDS SET OUT IN THE CANADIAN LANDSCAPE STANDARD (CURRENT EDITION).
- ALL PLANTING BEDS SHALL TO RECEIVE 50mm OF COMPOSTED BARK MULCH UNLESS OTHERWISE NOTED.
- ALL LANDSCAPE AREAS ARE TO BE IRRIGATED WITH A HIGH EFFICIENCY AUTOMATIC IRRIGATION SYSTEM.
- SOIL DEPTH TO BE AS FOLLOWS:  
LAWN AREAS 150mm MIN  
SHRUB AREAS 450mm MIN  
TREES 900mm MIN UNLESS OTHERWISE NOTED.

NOT FOR CONSTRUCTION



ISSUED FOR:

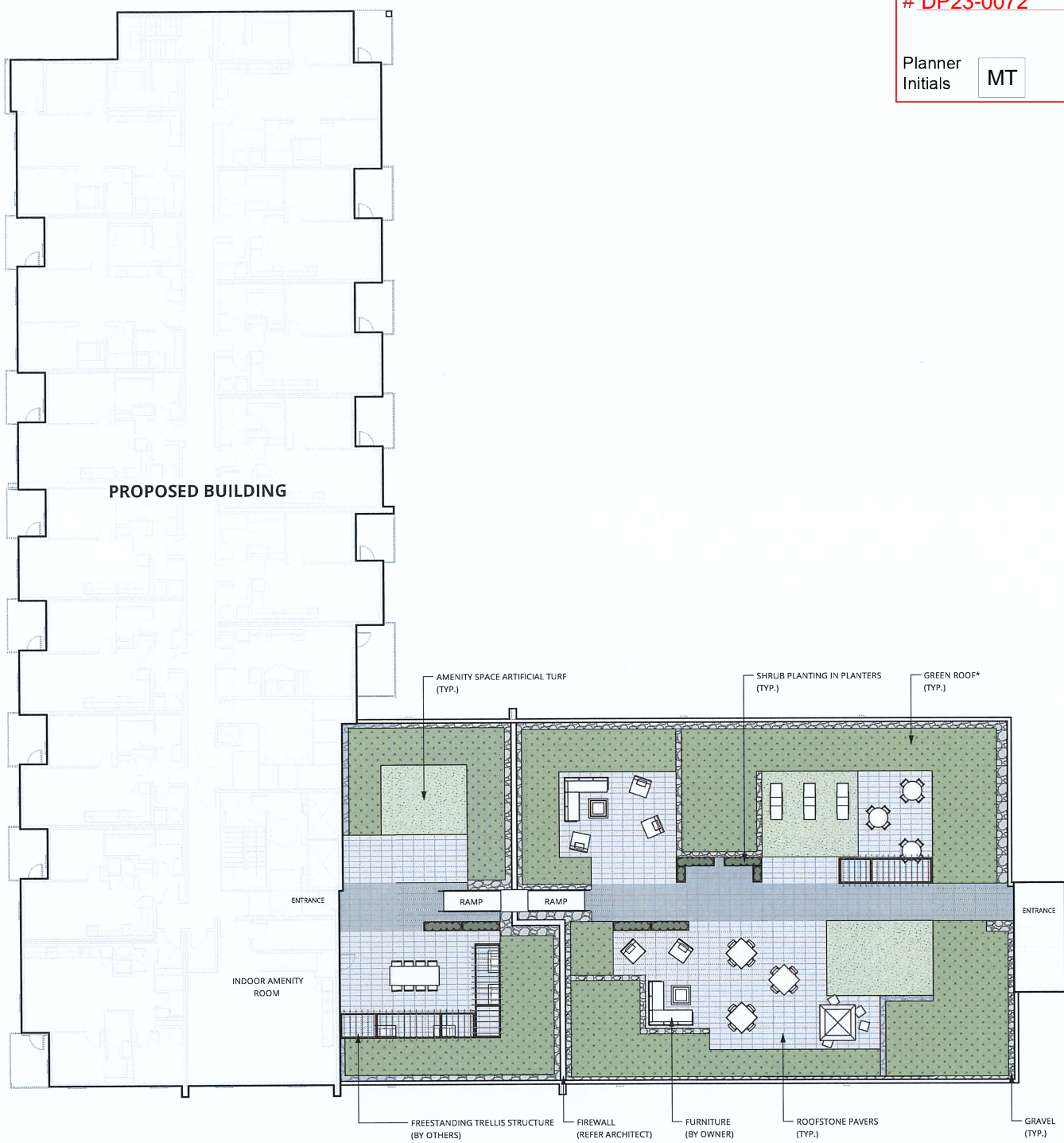
| NO. | DESCRIPTION                      | DATE       |
|-----|----------------------------------|------------|
| 2   | RE-ISSUED FOR DEVELOPMENT PERMIT | 2024-04-02 |
| 1   | RE-ISSUED FOR DEVELOPMENT PERMIT | 2024-02-20 |
| 0   | RE-ISSUED FOR DEVELOPMENT PERMIT | 2023-09-25 |



**SCHEDULE C**

This forms part of application  
# DP23-0072

Planner Initials **MT**

- LEGEND:**
-  ROOFSTONE PAVERS
  -  ARTIFICIAL TURF
  -  GREEN ROOF
  -  SHRUB PLANTING
  -  GRAVEL



EXTENSIVE GREEN ROOF



OUTDOOR AMENITY



PERGOLA STRUCTURE



COURTYARD SPACE

**PLANT LIST - ON SITE - ROOFTOP**

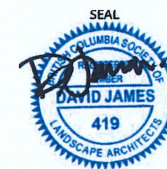
| BOTANICAL NAME                                      | COMMON NAME         | SIZE | ROOT   |
|---|---------------------|------|--------|
| <b>Shrubs, Perennials, &amp; Ornamental Grasses</b> |                     |      |        |
| <i>Buxus 'Green Gem'</i>                            | 'Green Gem' Boxwood | #02  | Potted |

\*Green Roof to be modular tray system with mixed sedums.

**NOTES:**

- THIS DRAWING DEPICTS FORM AND CHARACTER AND IS TO BE USED FOR DEVELOPMENT PERMIT SUBMISSION ONLY. IT IS NOT INTENDED FOR USE AS A CONSTRUCTION DOCUMENT.
- ALL PLANT MATERIALS AND CONSTRUCTION METHODS SHALL CONFORM TO THE MINIMUM STANDARDS SET OUT IN THE CANADIAN LANDSCAPE STANDARD (CURRENT EDITION).
- ALL PLANTING BEDS SHALL TO RECEIVE 50mm OF COMPOSTED BARK MULCH UNLESS OTHERWISE NOTED.
- ALL LANDSCAPE AREAS ARE TO BE IRRIGATED WITH A HIGH EFFICIENCY AUTOMATIC IRRIGATION SYSTEM.
- SOIL DEPTH TO BE AS FOLLOWS:  
LAWN AREAS 150mm MIN  
SHRUB AREAS 450mm MIN  
TREES 900mm MIN UNLESS OTHERWISE NOTED.

**NOT FOR CONSTRUCTION**



ISSUED FOR :

| NO. | DESCRIPTION                      | DATE       |
|-----|----------------------------------|------------|
| 2   | RE-ISSUED FOR DEVELOPMENT PERMIT | 2024-04-02 |
| 1   | RE-ISSUED FOR DEVELOPMENT PERMIT | 2024-02-20 |
| 0   | RE-ISSUED FOR DEVELOPMENT PERMIT | 2023-09-25 |



## FORM & CHARACTER – DEVELOPMENT PERMIT GUIDELINES

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

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

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

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

### Chapter 2 - Design Foundations

Apply To All Projects

Page 18-8

#### Section 2.1 - General Residential and Mixed Use Design Guidelines

Page 18-9

#### Section 2.2 - Achieving High Performance

Page 18-17

Chapter 3  
 Townhouses & Infill

Page 18-19

Chapter 4  
 Low & Mid-Rise  
 Residential &  
 Mixed Use

Page 18-34

Chapter 5  
 High-Rise  
 Residential &  
 Mixed Use

Page 18-42

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

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<br><i>(1 is least complying &amp; 5 is highly complying)</i>  | N/A | 1 | 2 | 3 | 4 | 5 |
| <b>2.1 General residential &amp; mixed use guidelines</b>  |     |   |   |   |   |   |
| <b>2.1.1 Relationship to the Street</b>  | 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.  | ✓   |   |   |   |   |   |
| h. In general, establish a street wall along public street frontages to create a building height to street width ratio of 1:2, with a minimum ration of 11:3 and a maximum ration of 1:1.75.<br><ul style="list-style-type: none"> <li>Wider streets (e.g. transit corridors) can support greater streetwall heights compared to narrower streets (e.g. local streets);</li> <li>The street wall does not include upper storeys that are setback from the primary frontage; and</li> <li>A 1:1 building height to street width ration is appropriate for a lane of mid-block connection condition provided the street wall height is no greater than 3 storeys.</li> </ul> |     |   |   |   |   | ✓ |
| <b>2.1.2 Scale and Massing</b>   | 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"> <li>Minimize the shadowing on adjacent buildings as well as public and open spaces such as sidewalks, plazas, and courtyards; and</li> <li>Allow for sunlight onto outdoor spaces of the majority of ground floor units during the winter solstice.</li> </ul>  |     |   |   |   |   | ✓ |



| <b>2.1.3 Site Planning</b>   | <b>N/A</b> | <b>1</b> | <b>2</b> | <b>3</b> | <b>4</b> | <b>5</b> |
|--|------------|----------|----------|----------|----------|----------|
| 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 buildings for 'up-slope' and 'down-slope' conditions relative to the street by using strategies such as: <ul style="list-style-type: none"> <li>Stepping buildings along the slope, and locating building entrances at each step and away from parking access where possible;</li> <li>Incorporating terracing to create usable open spaces around the building</li> <li>Using the slope for under-building parking and to screen service and utility areas;</li> <li>Design buildings to access key views; and</li> <li>Minimizing large retaining walls (retaining walls higher than 1 m should be stepped and landscaped).</li> </ul> | ✓          |          |          |          |          |          |
| e. 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.  |            |          |          |          |          | ✓        |
| f. Incorporate easy-to-maintain traffic calming features, such as on-street parking bays and curb extensions, textured materials, and crosswalks.  | ✓          |          |          |          |          |          |
| g. 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.  |            |          |          |          |          | ✓        |
| <b>2.1.4 Site Servicing, Access, and Parking</b>   | <b>N/A</b> | <b>1</b> | <b>2</b> | <b>3</b> | <b>4</b> | <b>5</b> |
| 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"> <li>Underground (where the high water table allows)</li> <li>Parking in a half-storey (where it is able to be accommodated to not negatively impact the street frontage);</li> </ul>  |            |          |          |          | ✓        |          |

|   |            |          |          |          |          |          |
|---|------------|----------|----------|----------|----------|----------|
| <ul style="list-style-type: none"> <li>Garages or at-grade parking integrated into the building (located at the rear of the building); and</li> <li>Surface parking at the rear, with access from the lane or secondary street wherever possible.</li> </ul>  |            |          |          |          |          |          |
| e. Design parking areas to maximize rainwater infiltration through the use of permeable materials such as paving blocks, permeable concrete, or driveway planting strips.   | ✓          |          |          |          |          |          |
| f. In cases where publicly visible parking is unavoidable, screen using strategies such as: <ul style="list-style-type: none"> <li>Landscaping;</li> <li>Trellises;</li> <li>Grillwork with climbing vines; or</li> <li>Other attractive screening with some visual permeability.</li> </ul>  |            |          |          |          | ✓        |          |
| g. Provide bicycle parking at accessible locations on site, including: <ul style="list-style-type: none"> <li>Covered short-term parking in highly visible locations, such as near primary building entrances; and</li> <li>Secure long-term parking within the building or vehicular parking area.</li> </ul>  |            |          |          |          |          | ✓        |
| h. Provide clear lines of site at access points to parking, site servicing, and utility areas to enable casual surveillance and safety.   |            |          |          |          |          | ✓        |
| i. Consolidate driveway and laneway access points to minimize curb cuts and impacts on the pedestrian realm or common open spaces.  |            |          |          |          |          | ✓        |
| j. Minimize negative impacts of parking ramps and entrances through treatments such as enclosure, screening, high quality finishes, sensitive lighting and landscaping.   |            |          |          |          |          | ✓        |
| <b>2.1.5 Streetscapes, Landscapes, and Public Realm Design</b>  | <b>N/A</b> | <b>1</b> | <b>2</b> | <b>3</b> | <b>4</b> | <b>5</b> |
| a. Site buildings to protect mature trees, significant vegetation, and ecological features.   |            |          |          | ✓        |          |          |
| b. Locate underground parkades, infrastructure, and other services to maximize soil volumes for in-ground plantings.  |            |          |          | ✓        |          |          |
| c. Site trees, shrubs, and other landscaping appropriately to maintain sight lines and circulation.   |            |          |          |          |          | ✓        |
| d. Design attractive, engaging, and functional on-site open spaces with high quality, durable, and contemporary materials, colors, lighting, furniture, and signage.  |            |          |          |          |          | ✓        |
| e. Ensure site planning and design achieves favourable microclimate outcomes through strategies such as: <ul style="list-style-type: none"> <li>Locating outdoor spaces where they will receive ample sunlight throughout the year;</li> <li>Using materials and colors that minimize heat absorption;</li> <li>Planting both evergreen and deciduous trees to provide a balance of shading in the summer and solar access in the winter; and</li> <li>Using building mass, trees and planting to buffer wind.</li> </ul> |            |          |          |          |          | ✓        |
| f. Use landscaping materials that soften development and enhance the public realm.  |            |          |          |          |          | ✓        |

|  |            |          |          |          |          |          |
|--|------------|----------|----------|----------|----------|----------|
| g. Plant native and/or drought tolerant trees and plants suitable for the local climate.   |            |          |          |          |          | ✓        |
| h. Select trees for long-term durability, climate and soil suitability, and compatibility with the site's specific urban conditions.   |            |          |          |          |          | ✓        |
| i. Design sites and landscapes to maintain the pre-development flows through capture, infiltration, and filtration strategies, such as the use of rain gardens and permeable surfacing.  |            |          |          |          |          | ✓        |
| j. Design sites to minimize water use for irrigation by using strategies such as: <ul style="list-style-type: none"> <li>• Designing planting areas and tree pits to passively capture rainwater and stormwater run-off; and</li> <li>• Using recycled water irrigation systems.</li> </ul>  | ✓          |          |          |          |          |          |
| k. Create multi-functional landscape elements wherever possible, such as planting areas that also capture and filter stormwater or landscape features that users can interact with.  |            |          |          |          |          | ✓        |
| l. Employ on-site wayfinding strategies that create attractive and appropriate signage for pedestrians, cyclists, and motorists using a 'family' of similar elements.  | ✓          |          |          |          |          |          |
| <b>2.1.6 Building Articulation, Features and Materials</b>   | <b>N/A</b> | <b>1</b> | <b>2</b> | <b>3</b> | <b>4</b> | <b>5</b> |
| a. Express a unified architectural concept that incorporates variation in façade treatments. Strategies for achieving this include: <ul style="list-style-type: none"> <li>• Articulating facades by stepping back or extending forward a portion of the façade to create a series of intervals or breaks;</li> <li>• Repeating window patterns on each step-back and extension interval;</li> <li>• Providing a porch, patio, or deck, covered entry, balcony and/or bay window for each interval; and</li> <li>• Changing the roof line by alternating dormers, stepped roofs, gables, or other roof elements to reinforce each interval.</li> </ul>   |            |          |          |          |          | ✓        |
| 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.<br><br>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.   |  |  |  |  |  | ✓ |

| <b>SECTION 4.0: LOW &amp; MID-RISE RESIDENTIAL MIXED USE</b>   |     |   |   |   |   |   |
|--|-----|---|---|---|---|---|
| <b>RATE PROPOSALS COMPLIANCE TO PERTINENT GUIDELINE</b><br><i>(1 is least complying &amp; 5 is highly complying)</i>   | N/A | 1 | 2 | 3 | 4 | 5 |
| <b>4.1 Low &amp; mid-rise residential &amp; mixed use guidelines</b>   |     |   |   |   |   |   |
| <b>4.1.1 Relationship to the Street</b>  | N/A | 1 | 2 | 3 | 4 | 5 |
| i. Ensure lobbies and main building entries are clearly visible from the fronting street.  |     |   |   |   |   | ✓ |
| j. Avoid blank walls at grade wherever possible by: <ul style="list-style-type: none"> <li>• Locating enclosed parking garages away from street frontages or public open spaces;</li> <li>• Using ground-oriented units or glazing to avoid creating dead frontages; and</li> <li>• When unavoidable, screen blank walls with landscaping or incorporate a patio café or special materials to make them more visually interesting.</li> </ul>  |     |   |   |   | ✓ |   |
| <b>Residential &amp; Mixed Use Buildings</b>   |     |   |   |   |   |   |
| k. 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"> <li>• A maximum 1.2 m height (e.g. 5-6 steps) is desired for front entryways.</li> <li>• 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.</li> </ul> |     |   |   |   |   | ✓ |
| l. Incorporate individual entrances to ground floor units accessible from the fronting street or public open spaces.   |     |   |   |   |   | ✓ |
| m. Site and orient buildings so that windows and balconies overlook public streets, parks, walkways, and shared amenity spaces while minimizing views into private residences.   |     |   |   |   |   | ✓ |
| <b>4.1.2 Scale and Massing</b>   | 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.   | ✓          |          |          |          |          |          |
| <b>4.1.3 Site Planning</b>   | <b>N/A</b> | <b>1</b> | <b>2</b> | <b>3</b> | <b>4</b> | <b>5</b> |
| 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"> <li>• 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</li> <li>• Building sides that are located away from open spaces (building backs) should be designed for private/shared outdoor spaces and vehicle access.</li> </ul>           |            |          |          |          | ✓        |          |
| c. Break up large buildings with mid-block connections which should be publicly-accessible wherever possible.  | ✓          |          |          |          |          |          |
| d. Ground floors adjacent to mid-block connections should have entrances and windows facing the mid-block connection.  | ✓          |          |          |          |          |          |
| <b>4.1.4 Site Servicing, Access and Parking</b>  | <b>N/A</b> | <b>1</b> | <b>2</b> | <b>3</b> | <b>4</b> | <b>5</b> |
| 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"> <li>• Access is from a secondary street, where possible, or from the long face of the block;</li> <li>• Impacts on pedestrians and the streetscape is minimised; and</li> <li>• There is no more than one curb cut per property.</li> </ul>  |            |          |          |          |          | ✓        |
| 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"> <li>• Semi-private spaces should be located above to soften the edge and be at a comfortable distance from street activity; and</li> <li>• 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.</li> </ul> |            |          |          |          |          | ✓        |
| <b>4.1.5 Publicly-Accessible and Private Open Spaces</b>   | <b>N/A</b> | <b>1</b> | <b>2</b> | <b>3</b> | <b>4</b> | <b>5</b> |

|   |            |          |          |          |          |          |
|---|------------|----------|----------|----------|----------|----------|
| 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.   |            |          |          |          |          | ✓        |
| <b>Rooftop Amenity Spaces</b>   |            |          |          |          |          |          |
| 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"> <li>• 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</li> <li>• Controlling sight lines from the outdoor amenity space into adjacent or nearby residential units by using fencing, landscaping, or architectural screening.</li> </ul>  |            |          |          |          |          | ✓        |
| d. Reduce the heat island affect by including plants or designing a green roof, with the following considerations: <ul style="list-style-type: none"> <li>• Secure trees and tall shrubs to the roof deck; and</li> <li>• Ensure soil depths and types are appropriate for proposed plants and ensure drainage is accommodated.</li> </ul>  |            |          |          |          |          | ✓        |
| <b>4.1.6 Building Articulation, Features, and Materials</b>   | <b>N/A</b> | <b>1</b> | <b>2</b> | <b>3</b> | <b>4</b> | <b>5</b> |
| 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"> <li>• Façade Modulation – stepping back or extending forward a portion of the façade to create a series of intervals in the façade;</li> <li>• Repeating window pattern intervals that correspond to extensions and step backs (articulation) in the building façade;</li> <li>• Providing a porch, patio, deck, or covered entry for each interval;</li> <li>• 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;</li> <li>• Changing the roof line by alternating dormers, stepped roofs, gables, or other roof elements to reinforce the modulation or articulation interval;</li> <li>• Changing the materials with the change in building plane; and</li> <li>• Provide a lighting fixture, trellis, tree or other landscape feature within each interval.</li> </ul> |            |          |          |          |          | ✓        |
| 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. Articulate the façade using design elements that are inherent to the buildings as opposed to being decorative. For example, create   |            |          |          |          |          | ✓        |

|  |   |  |  |  |  |   |
|--|---|--|--|--|--|---|
| depth in building facades by recessing window frames or partially recessing balconies to allow shadows to add detail and variety as a byproduct of massing.  |   |  |  |  |  |   |
| e. 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.  |   |  |  |  |  | ✓ |
| f. 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"> <li>• Primary building entrances;</li> <li>• Adjacent to bus zones and street corners where people wait for traffic lights;</li> <li>• Over store fronts and display windows; and</li> <li>• Any other areas where significant waiting or browsing by people occurs.</li> </ul> | ✓ |  |  |  |  |   |
| g. Architecturally-integrate awnings, canopies, and overhangs to the building and incorporate architectural design features of buildings from which they are supported.  |   |  |  |  |  | ✓ |
| h. Place and locate awnings and canopies to reflect the building's architecture and fenestration pattern.  |   |  |  |  |  | ✓ |
| i. Place awnings and canopies to balance weather protection with daylight penetration. Avoid continuous opaque canopies that run the full length of facades.   |   |  |  |  |  | ✓ |
| j. 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.   | ✓ |  |  |  |  |   |
| k. Avoid the following types of signage: <ul style="list-style-type: none"> <li>• Internally lit plastic box signs;</li> <li>• Pylon (stand alone) signs; and</li> <li>• Rooftop signs.</li> </ul>   | ✓ |  |  |  |  |   |
| l. Uniquely branded or colored signs are encouraged to help establish a special character to different neighbourhoods.   | ✓ |  |  |  |  |   |

**ATTACHMENT C**

This forms part of application  
# DP23-0072

Planner Initials **MT**



City of  
**Kelowna**  
COMMUNITY PLANNING

**CO-OPERATIVE CARSHARING AGREEMENT**

**THIS AGREEMENT** made the 6<sup>th</sup> day of March 2024,

**BETWEEN:**

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

(**“Modo”**)

**AND:**

**1384839 B.C. LTD. and HPG DEVELOPMENT LTD.**  
c/o 1384839 B.C. Ltd.  
302 – 554 Leon Avenue  
Kelowna, BC  
V1Y 6J6

(together, the **“Developer”**)

**WHEREAS:**

**A.** Developer has undertaken the residential development of lands located at

- 1459 Gordon Drive,
- 1467 Gordon Drive,
- 1104-1110 Lawson Avenue,
- 1120-1130 Lawson Avenue,
- 1488 Aspen Court

in Kelowna, British Columbia, and legally described (respectively) as:

- PID 004-771-842 | PLAN KAP14393 LOT 7 DISTRICT LOT 137
- PID 003-589-757 | PLAN KAP14393 LOT 8 DISTRICT LOT 137
- PID 009-026-029 | PLAN KAP14393 LOT 9 DISTRICT LOT 137
- PID 009-026-053 | PLAN KAP14393 LOT 10 DISTRICT LOT 137
- PID 009-026-088 | PLAN KAP14393 LOT 11 DISTRICT LOT 137

(collectively, the **“Lands”**);

**B.** Developer intends to construct or to cause to be constructed a five-storey residential rental building (the **“Development”**) on the Lands;

|  |    |
|--|----|
| <b>ATTACHMENT C</b>  |    |
| This forms part of application<br># DP23-0072  |    |
| Planner<br>Initials  | MT |
| <br>City of<br><b>Kelowna</b><br><small>COMMUNITY PLANNING</small> |    |

- C. It is intended that the Development will include 131 rental units (collectively the “**Rental Units**”, and each a “**Rental Unit**”), together with related parking premises and amenities on the Lands;
- 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 City 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 “**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(d);

|  |           |   |
|--|-----------|---|
| <b>ATTACHMENT</b>                                    |           | <b>C</b>  |
| This forms part of application<br># <b>DP23-0072</b> |           |   |
| Planner<br>Initials                                  | <b>MT</b> | <br><b>City of Kelowna</b><br><small>COMMUNITY PLANNING</small> |

- (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 the Phased Shared Vehicle Project Fee, and **“Contract Fee”** means any one of them;
- (f) **“Developer”** means the party defined as Developer on the first page of this Agreement and any of its heirs, executors, administrators, successors, assigns, subsidiaries or nominees who may assume Developer’s right, title or interest in the Development and/or this Agreement from Developer named herein, and expressly includes any person 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 adjacent to the Shared Vehicle Parking Spaces;
- (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 Holder”** 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 registered owner of the Rental Units;
- (y) **“Rental Units”** has the meaning set out in Recital C;
- (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 Modo 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 \$31,000.00 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) Project Fee amount minus \$1,000.00 to be used by Modo toward the ownership costs of one (1) Shared Vehicle.
- 2.2 Upon payment of the Project Fee, Modo will issue the Subject Shares to Developer 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 the terms for the provision of the second of the Shared Vehicles have been satisfied pursuant to the provisions in the applicable row of 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, within 30 days, Developer will pay to Modo the sum of \$31,000.00 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 If the Occupancy Permit is issued later than in the year 2025, the Contract Fees will increase by 4% for each year thereafter, on January 1<sup>st</sup> 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 as set out in Schedule A hereto, 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. Any unauthorized vehicle parked in the Shared Vehicle Parking Spaces may be removed by Modo at the vehicle owner's risk and expense.
- 3.4 Developer agrees that from the Commencement Date and throughout the Term, the EV Stations will be operational and designated for the exclusive use of Modo.
  - 3.5 At least sixty (60) 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:
  - (a) assign the Developer's interest in and to this Agreement to the Rental Owner;
  - (b) cause the Rental Owner to assume: (i) Developer's covenants and obligations under this Agreement as it relates to the Development; and (ii) any other covenants and obligations under this Agreement as it relates to the Development which are expressly identified as covenants or obligations of the Rental Owner or the Membership Holder; and
  - (c) transfer an undivided interest in and to 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, following the transfer described in section 4.1, 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 The parties agree that the 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 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) use reasonable commercial efforts to make available to the Residents the Rules; and
  - (c) at all times retain ownership of the Subject Shares.
- 5.5 Every six (6) 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, to the best of the applicable Membership Holder's knowledge, ceased to be Residents, and Modo will cancel such Partner Users' benefits of the Partnership Membership and such former Residents will cease to be Partner Users.
- 5.7 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 6.15.



## 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, such maximum number to be equal to the Contract Fees paid hereunder at such given time 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 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.
- 6.4 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, provided that Modo may temporarily use new four-wheeled automobiles with internal combustion engines 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. In the event that Modo is temporarily using a four-wheeled automobile with internal combustion engine as a Shared Vehicle, Modo will use reasonable commercial efforts to replace such automobile with a new four-wheeled automobile with electric motorization as soon as possible after the Commencement Date at no additional cost to Developer or the Membership Holder.
- 6.5 Forthwith upon the purchase of each Shared Vehicle, Modo will 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.
- 6.6 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.
- 6.7 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.



- 6.8 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.
- 6.9 Modo will be the sole provider of the Carsharing Program in respect of the Shared Vehicles during the Term.
- 6.10 The parties 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.
- 6.11 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.
- 6.12 Modo will at its sole expense provide Developer with appropriate signage for the Shared Vehicle Parking Spaces.
- 6.13 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, at its sole cost and expense, 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.
- 6.14 The parties agree 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.
- 6.15 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.

|                                |    |   |
|--------------------------------|----|---|
| <b>ATTACHMENT</b>              |    | <b>C</b>  |
| This forms part of application |    |   |
| # DP23-0072                    |    |   |
| Planner<br>Initials            | MT | <br>City of<br><b>Kelowna</b><br>COMMUNITY PLANNING |

- 6.16 Modo reserves the right to temporarily relocate some or all of the Shared Vehicles parked from the Shared Vehicle Parking Spaces if some or all of the Shared Vehicle Parking Spaces cannot be used as contemplated in section 3.1 or 3.2 and for a duration greater than twenty-four (24) consecutive hours, provided that once the Shared Vehicle Parking Spaces are available for use as contemplated in sections 3.1 and 3.2, Modo will promptly the Shared Vehicles back to the Shared Vehicle Parking Spaces.
- 6.17 Modo reserves the right to temporarily relocate some or all of the Shared Vehicles parked in the Shared Vehicle Parking Spaces if some or all of the EV Stations cannot be used as contemplated in section 3.4 for a duration greater than twenty-four (24) consecutive hours, provided that once the EV Stations are available for use as contemplated in section 3.4, Modo will promptly return the Shared Vehicles back to the Shared Vehicle Parking Spaces.
- 6.18 Modo will provide orientation to all Residents wishing to participate in the Carsharing Program.
- 6.19 Modo will provide Developer with marketing materials to promote participation in the Services to Residents and prospective residents of the Development.
- 6.20 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.
- 6.21 Modo represents and warrants that there are no other obligations associated with the holding of the Subject Shares by the Membership Holder beyond those which are contemplated in this Agreement, in the Rules, or at law.

## ARTICLE 7 - MARKETING AND ASSESSMENT

- 7.1 Modo acknowledges that the Rental Units 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 Modo will allow each commercial tenant occupying a commercial space within the Development to open a Modo business account and register its employees as business drivers without incurring membership and registration fees.





- 7.4 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 (if applicable);
  - (b) to the extent permitted by law, a direct email or mail to the Residents shortly after such Residents have moved into 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,
- 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.
- 7.5 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).
- 7.6 Developer and Modo will only use each other's wordmarks, logos or trade names pursuant to section 7.5 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).
- 7.7 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.

|                                |    |   |
|--------------------------------|----|---|
| <b>ATTACHMENT</b>              |    | <b>C</b>  |
| This forms part of application |    |   |
| # DP23-0072                    |    |   |
| Planner<br>Initials            | MT | <br>City of<br><b>Kelowna</b><br>COMMUNITY PLANNING |

### **ARTICLE 8 - SECURITY INTEREST**

- 8.1 Subject to receipt of the applicable Contract Fees for the applicable Shared Vehicle or Shared Vehicles, Modo agrees to grant to Developer a security interest in such Shared Vehicle or Shared Vehicles and to execute and deliver to Developer a security agreement in substantially the form attached as Schedule E hereto.
- 8.2 Modo acknowledges and agrees that Developer may register a security interest in each Shared Vehicle for a term equal to the Shared Vehicle Minimum Term for such Shared Vehicle 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 in respect of each Shared Vehicle for a minimum term equal to the Shared Vehicle Minimum Term for such Shared Vehicle.

### **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, or is unable to construct the Development due to any circumstance beyond the reasonable control of the Developer, then Developer will give notice of same and thereafter this Agreement will terminate 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 all 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 the Modo 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, 5.7, 6.8, 6.9, 6.12 and 6.15 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.
- 11.7 If the Development is destroyed and not rebuilt in a form substantially similar to the original buildings, either 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 THE 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 this Agreement and 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) if the dispute remains unresolved for thirty (30) 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) 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 the end of the relevant 30-day period referred above, the dispute will be resolved by an Arbitrator (as defined below) in accordance with section 14.1(d). 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;
  - (c) if the dispute has not been resolved within ten (10) days after the Mediator has been appointed under section 14.1(b), 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;

|                                |    |   |
|--------------------------------|----|---|
| <b>ATTACHMENT</b>              |    | <b>C</b>  |
| This forms part of application |    |   |
| # DP23-0072                    |    |   |
| Planner<br>Initials            | MT | <br>City of<br><b>Kelowna</b><br>COMMUNITY PLANNING |

- (d) 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;
- (e) the parties covenant and agree that the Arbitrator appointed hereunder will have 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;
- (f) 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;
- (g) 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
- (h) the parties will each bear their own costs in connection with the foregoing and all costs of any mediation or arbitration (including the cost of 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 given in writing by personal delivery or by email to the following addresses or electronic mail addresses set out below:
- (a) Developer:

**ATTACHMENT C**

This forms part of application  
# DP23-0072

Planner Initials **MT**



City of  
**Kelowna**  
COMMUNITY PLANNING

- 302 – 554 Leon Avenue, Kelowna, BC V1Y 6J6
- Email: josh@troikagroup.ca

(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, if emailed.

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 or future purchasers of the Development 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.

#### **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.

|  |    |
|--|----|
| <b>ATTACHMENT C</b>  |    |
| This forms part of application<br># DP23-0072  |    |
| Planner<br>Initials  | MT |
| <br><b>City of Kelowna</b><br>COMMUNITY PLANNING |    |

- 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.

*[Signature page follows]*



**ATTACHMENT C**

This forms part of application  
# **DP23-0072**

Planner Initials **MT**



City of **Kelowna**  
COMMUNITY PLANNING

**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: DocuSigned by:  
*Patrick Nangle*  
2F246ABB3DE4DB...

Name: Patrick Nangle  
Title: CEO

**By the Developer:**

**1384839 B.C. LTD.**, by its authorized signatory

By: DocuSigned by:  
*Brad Klassen*  
38F5922895B6469...

Name: Brad Klassen  
Title: Director

**HPG DEVELOPMENT LTD.**, by its authorized signatory

By: DocuSigned by:  
*Celia Liang*  
4216351CD3CF468...

Name: Celia Liang  
Title: Director



**ATTACHMENT** **C**

This forms part of application  
# **DP23-0072**

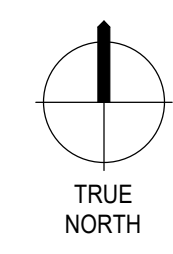
Planner Initials



City of  
**Kelowna**  
COMMUNITY PLANNING

**SCHEDULE A  
SHARED VEHICLE PARKING SPACES**

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



**ATTACHMENT C**  
 This forms part of application  
 # DP23-0072

Planner Initials **MT**



**1 FLOOR PLAN - LEVEL 1**  
 SD2.01 SCALE: 1: 200

NOTE  
 COPYRIGHT © ZEIDLER ARCHITECTURE INC.  
 CONTRACTOR MUST CHECK AND VERIFY ALL DIMENSIONS ON THE JOB. ANY DISCREPANCY OR CONTRADICTORY INFORMATION WITHIN THIS SET OF DRAWINGS AND / OR OTHER CONSULTANTS' DRAWINGS MUST BE BROUGHT TO THE ATTENTION OF THE ARCHITECT BEFORE PROCEEDING.

| NO. | ISSUE/REVISION | DATE |
|-----|----------------|------|
|     |                |      |

NOT FOR CONSTRUCTION

PROJECT  
**GORDON & LAWSON**

PROJECT ADDRESS  
 1459 GORDON DR  
 KELOWNA, BC  
 V1Y 3G3

TITLE  
**FLOOR PLAN - LEVEL 1**

| PROJECT NO. | DRAWN  | CHECKED |
|-------------|--------|---------|
| 222-114     | Author | Checker |

| DRAWING NO. | REVISION NO. |
|-------------|--------------|
| SD2.01      |              |



|                                |    |   |
|--------------------------------|----|---|
| <b>ATTACHMENT</b>              |    | <b>C</b>  |
| This forms part of application |    |   |
| # DP23-0072                    |    |   |
| Planner<br>Initials            | MT | <br>City of<br><b>Kelowna</b><br>COMMUNITY PLANNING |

## **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**

Notwithstanding the specifications and requirements described below, the the Shared Vehicle Parking Space shall be constructed, finished and designated in accordance with applicable City of Kelowna (the “**City**”) building permits, by-laws, policies and guidelines, including the City standards as required by the Parking By-law and Building By-law (the “**City Requirements**”) 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

**ATTACHMENT C**

This forms part of application  
# DP23-0072

Planner Initials **MT**

City of **Kelowna**  
COMMUNITY PLANNING



- 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.



**SCHEDULE C  
SHARED VEHICLE DEPLOYMENT SEQUENCE**

| Shared Vehicle    | Commencement of Shared Vehicle deployment  | Conditions for deployment of the Shared Vehicle   |
|-------------------|--|---|
| Shared Vehicle #1 | Within seven (7) days after the Commencement Date.   | <ul style="list-style-type: none"> <li>• The Project Fee has been paid to Modo at least 60 days prior to the Estimated Occupancy Date as per section 2.1 of this Agreement;</li> <li>• The Shared Vehicle Parking Spaces are available for use by Modo as contemplated in sections 3.1 and 3.2 of this Agreement; and</li> <li>• The EV Stations are available for use by Modo as contemplated in section 3.4 this Agreement.</li> </ul>  |
| Shared Vehicle #2 | 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"> <li>• 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;</li> <li>• The Shared Vehicle Parking Spaces are available for use by Modo as contemplated in sections 3.1 and 3.2 of this Agreement;</li> <li>• The Phased Shared Vehicle Project Fee has been paid to Modo as per section 2.4 of this Agreement for purchase of Shared Vehicle #2;</li> <li>• Shared Vehicle #1 is available to Modo Members as part of the Carsharing Program; and</li> <li>• The EV Stations are available for use by Modo as contemplated in section 3.4 of this Agreement.</li> </ul> |





## SCHEDULE D PARTNERSHIP MEMBERSHIP RULES

1. The following terms have the following meanings:
  - (a) **Development** means the development known as \_\_\_\_\_ located at \_\_\_\_\_, Kelowna in British Columbia.
  - (b) **Membership Holder** means the Rental Owner;
  - (c) **Modo** means Modo Co-operative;
  - (d) **Rental Owner** means \_\_\_\_\_; and
  - (e) **Residents** means, collectively, residents of the Development, and each such resident is referred to herein as a **Resident**.
  
2. The Membership Holder has entered into, or has assumed 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

|                                |    |   |
|--------------------------------|----|---|
| <b>ATTACHMENT</b>              |    | <b>C</b>  |
| This forms part of application |    |   |
| # DP23-0072                    |    |   |
| Planner<br>Initials            | MT | <br>City of<br><b>Kelowna</b><br>COMMUNITY PLANNING |

- 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 the Resident's 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 person.
  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.

|  |    |
|--|----|
| <b>ATTACHMENT C</b>  |    |
| This forms part of application<br># DP23-0072  |    |
| Planner<br>Initials  | MT |
| <br><b>City of Kelowna</b><br><small>COMMUNITY PLANNING</small> |    |

**SCHEDULE E  
SECURITY AGREEMENT**

BY:  
**MODO CO-OPERATIVE**  
200 - 470 Granville Street  
Vancouver, BC  
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:

- 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.
- 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



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.



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: