

DISTRICT OF WEST KELOWNA

BYLAW NO. 0112

A BYLAW TO AUTHORIZE A PHASED DEVELOPMENT AGREEMENT

WHEREAS the Council of the District of West Kelowna may by bylaw, pursuant to Section 905.1 of the *Local Government Act*, enact a phased development agreement,

THEREFORE BE IT RESOLVED that the Council of the District of West Kelowna in open meeting assembled, having given notice and held a public hearing, hereby ENACTS AS FOLLOWS:

1. Title

This Bylaw may be cited as the “PHASED DEVELOPMENT AGREEMENT AUTHORIZATION BYLAW 2010 NO. 0112 (Mission Hill Winery)”.

2. Phased Development Agreement

The Mayor and Municipal Clerk may execute and deliver an agreement with Mark Anthony Properties Ltd. in the form attached as Schedule A, including its own respective lettered Schedules and its component Parts, which forms part of this bylaw.

PASSED FIRST READING, APRIL 12, 2011
PASSED SECOND READING, APRIL 12, 2011
RESCIND SECOND READING, JUNE 14, 2011
SECOND READING AS AMENDED, JUNE 14, 2011
PUBLIC HEARING HELD, JUNE 23, 2011
PASSED THIRD READING, JULY 26, 2011
ADOPTED, SEPTEMBER 20, 2011

‘DOUG FINDLATER’

MAYOR

‘TRACEY BATTEN’

CITY CLERK

SCHEDULE "A"

TO BYLAW NO. 0112

PHASED DEVELOPMENT AGREEMENT

This Agreement dated for reference the 15th day of September, 2011 is

AMONG:

THE CORPORATION OF DISTRICT OF WEST KELOWNA,
of 2760 Cameron Road, West Kelowna, British Columbia, V1Z 2T6

(the "District")

AND:

MARK ANTHONY PROPERTIES LTD. (Incorporation No.
C0671059), of 500- 887 Great Northern Way, Vancouver, British
Columbia, V5T 4T5

(the "Owner")

WHEREAS:

A. The Owner is the registered owner of land legally described as:

PID: 028-671-694

Lot 1 District Lot 2045 Osoyoos Division Yale District Plan
EPP14888

PID: 028-671-708

Lot 2 District Lot 2045 Osoyoos Division Yale District Plan
EPP14888

(the "Land")

B. The Owner has applied to the District to amend the District's zoning bylaw by means of Zoning Bylaw Amendment 2010 No. 871.228 (the "Zoning Amendment Bylaw") to permit the development of the Land for a range of uses associated with a winery on the Land, including conference facilities and guest accommodation;

C. The Owner has granted to the District, as preconditions to the District's adoption of the Zoning Amendment Bylaw, covenants under s. 219 of the *Land Title Act* dealing with the construction on the Land of a new pedestrian walkway and the operation and maintenance of an existing pedestrian walkway (the "Walkway Covenant"), the

protection of an environmentally sensitive area on the Land (the “ESA Covenant”), and the conformity of buildings Landscaping on the Land with specified design guidelines and Landscaping concept plans (the “Design and Landscape Covenant”), and a statutory right of way under s. 218 of the *Land Title Act* in respect of the existing pedestrian walkway (the “Walkway SRW”); and

- D. The Owner has entered into an agreement with the District having a reference date of September 12, 2011 with respect to the construction of works and services required by the District in connection with the Owner’s development of the Land (the “Servicing Agreement”), and has provided security to the District to guarantee the performance of the Owner’s obligations under those agreement;
- E. The Owner has provided to the District \$200,000 (the “Park Land Contribution”) for the District’s use in the improvement of park land in accordance with the terms of this Agreement;
- F. The Owner has provided to the District \$500,000 (the “South Mount Boucherie Area Road Contribution”) for the District’s use in the design construction of improvements to the to the roads and traffic movement between the general area lying between East Boundary Road and Mount Boucherie Road in accordance with the terms of this Agreement;
- G. The Owner and the District have agreed on terms and conditions for the Owner’s proposed development of the Land pursuant to the Zoning Amendment Bylaw and wish to enter into a phased development agreement under s. 905.1 of the *Local Government Act* to secure those terms and conditions, and to enable the Owner to develop the Land in accordance with the Zoning Amendment Bylaw during the term of the agreement notwithstanding that the zoning regulations enacted by the Zoning Amendment Bylaw may be further amended by the Council of the District;
- H. The Council of the District has given notice and held a public hearing and has, by bylaw, authorized the execution of this Agreement;

NOW THEREFORE in consideration of the mutual promises set out in this Agreement, the parties agree pursuant to section 905.1 of the *Local Government Act* as follows:

APPLICATION OF AGREEMENT

- 1. This Agreement applies to the Land, including any parcel or parcels of land into which the Land may be consolidated.

BYLAW AMENDMENTS NOT TO APPLY

- 2. For the term of this Agreement, any amendment or repeal of the following sections of District of West Kelowna Zoning Bylaw No. 871 as amended by the Zoning Amendment Bylaw (the “Zoning Bylaw”) shall not apply to the Land, except to the extent that the

Owner of the Land agrees in writing that the amendment or repeal shall apply to the Land:

- (a) CD-6 Comprehensive Development Zone (Mission Hill)
- (b) Off-street parking and loading standards and regulations in Part 14 of the Zoning Bylaw
- (c) Fencing standards and regulations in Part 3.10 of the Zoning Bylaw
- (d) Definitions in Part 15 of the Zoning Bylaw that apply to the interpretation of any of the foregoing provisions

TERM OF AGREEMENT

- 3. The term of this Agreement is ten years from the date of adoption of the Zoning Amendment Bylaw.
- 4. The parties may terminate this Agreement at any time by written agreement.
- 5. If the Owner has not performed its obligations under this Agreement, the Walkway Covenant, the ESA Covenant, the Design and Landscape Covenant, or the Walkway SRW, on which question the opinion of the District shall be determinative provided that the District may not act unreasonably, the District may at its option terminate this Agreement by providing notice in writing to the Owner, provided that the District has at least two (2) months prior to giving such notice advised the Owner in writing of any alleged failure (the "Default Notice") in accordance with this Agreement and the Owner has not corrected the deficiency to the reasonable satisfaction of the District, or if such default reasonably requires longer than two (2) months to remedy, the Owner has failed to substantially commence remedying such default within two (2) months after receipt of the Default Notice to the reasonable satisfaction of the District, or has failed to substantially complete remedying the default within six (6) months after receipt of the Default Notice to the reasonable satisfaction of the District. The Owner acknowledges that, in the event that this Agreement is terminated under this Section, the District may further amend its zoning bylaw to reverse or modify the effect of the Zoning Amendment Bylaw, without compensation to the Owner.

DEVELOPMENT IN PHASES

- 6. The Owner shall develop the Land in phases in accordance with the sequence of development set out in the following table, completing each numbered phase in accordance with this Agreement before applying for a building permit authorizing the construction of any building within a subsequent phase. For the purposes of this Agreement, a numbered phase is deemed to have been completed when the Owner has applied for and obtained all development permits required by the *Local Government Act* and the official community plan in relation to the development in that phase, having provided to the District any environmental management plan required in connection with

any such development permit application. Required infrastructure and parking may be applied for and constructed in a particular phase in advance of the actual associated use.

Phase	Use	Development Area
Phase 1	Gatehouse	A
	Winery/Cidery/Distillery/Micro-Brewery, first 25%	A
	Restaurant	A & C
Phase 2	Hotel (Auberge)	C
	Conference Centre	C
	Art Gallery	C
	Funicular Railway	C
	Guest Cottages, maximum of 10 units	B & D
	Winery/Cidery/Distillery/Micro-Brewery, additional 25% (up to 50%)	A
Phase 3	Wellness Centre	C
	Guest Cottages, maximum of 10 units	B & D
	Winery/Cidery/Distillery/Micro-Brewery, additional 25% (up to 75%)	A
Phase 4	Guest Cottages, remainder	B & D
	Artist-in-Residence	A
	Winery, Cidery, Distillery, Micro-Brewery, remainder	A

7. References to Development Areas in the preceding table are references to the development areas shown on Schedule A to this Agreement.
8. References to uses, buildings and structures in the preceding table include retail sales uses permitted by the zoning bylaw in association with the use.

9. This Agreement does not affect the ability of the Owner to undertake development within structures existing on the reference date of this Agreement, at any time and in any sequence, in accordance with the applicable zoning regulations.

CONSTRUCTION MANAGEMENT PROGRAMS

10. Prior to obtaining a building permit authorizing the construction of any building in any phase of development on the Land, other than the alteration or replacement of a building existing on the Land on the reference date of this Agreement, the Owner shall provide to the District a construction management program for the phase of development in which that building is included, and the District shall be under no obligation to issue a building permit for the building until it has received and approved the construction management program as being in compliance with this Agreement.
11. A construction management program shall be in writing, and shall be prepared through a process involving consultation with the public, including District residents, that involves at least one public information meeting held in the Mission Hill area, and accommodation of the views expressed by the public to the extent that is feasible and reasonable. The meeting shall be advertised in the local newspaper at least 10 days prior to the meeting date.
12. For the purposes of consultation with the public and preparation of construction management programs, the Owner shall assume that the estimated time of construction for the phases of development, measured from the reference date of this Agreement, are as follows: Phase 1 – up to 2.5 years; Phase 2 – 2.5 to 5.5 years; Phase 3 – 5.5 to 8 years; Phase 4 – 8 to 10 years.
13. Construction management programs shall identify by name and telephone number individuals designated by the Owner and fluent in the English language who may be contacted by the District or members of the public with regard to complaints regarding construction on the Land and shall, without limiting the requirement that each construction management program reasonably accommodate the views expressed by the public, deal with the following matters:
 - (a) Construction hours of work
 - (b) Access to the Land by all types of construction and delivery traffic – routes and hours of operation
 - (c) Parking of vehicles associated with construction
 - (d) Dust management
 - (e) Hoardings and signage
 - (f) Cleaning of District highways affected by construction traffic

- (g) Erosion and sediment control
 - (h) Identification of off-site construction staging areas
 - (i) Co-ordination of road closures and interruptions of utility service
 - (j) Pre-construction survey of condition of existing roads and related infrastructure
14. Having provided a construction management program to the District, the Owner shall update the program as required to reflect the progress of construction, deal with any construction management issues that have arisen since the program was initially established or last updated, and substitute contact person details when those details have changed, and shall provide a copy of the updated program to the District.

PARKING SPACES FOR RESTAURANT, HOTEL AND SPA USES

15. Prior to obtaining a building permit authorizing the construction of any guest cottage in Area D, or any guest cottage in Area B in excess of 10 guest cottages, the Owner shall provide to the District a report prepared by a qualified transportation engineer approved in advance by the District, analysing the sufficiency of the off-street motor vehicle parking spaces required by the zoning bylaw and provided by the Owner, in accordance with terms of reference consistent with Schedule B. In the event of any insufficiency of parking spaces in the opinion of the engineer, the engineer shall provide recommendations as to the number of parking spaces that ought to be provided. If the engineer's report recommends that parking spaces be provided for such uses in excess of those required by the bylaw and provided by the Owner, the Owner shall provide such additional spaces prior to obtaining further building permits for guest cottages.
16. Prior to obtaining a building permit authorizing the construction of any guest cottage in Area B or Area D in excess of 20 guest cottages in total, and provided that the District has not waived this requirement in writing, the Owner shall provide to the District a further report prepared by a qualified transportation engineer approved in advance by the District, analysing the sufficiency of the off-street motor vehicle parking spaces required by the zoning bylaw and provided by the Owner, in accordance with terms of reference consistent with Schedule B. In the event of any insufficiency of parking spaces in the opinion of the engineer, the engineer shall provide recommendations as to the number of parking spaces that ought to be provided for restaurant, hotel and wellness centre uses in excess of those required by the bylaw or provided by the Owner. If the engineer's report recommends that parking spaces be provided for such uses in excess of those required by the bylaw, the Owner shall provide such additional spaces prior to obtaining further building permits for guest cottages.
17. The Owner agrees that, if the provision of additional parking spaces pursuant to section 15 or 16 cannot be accommodated on the Land under the provisions of the zoning bylaw without reducing the gross floor area of buildings or the number of guest cottages otherwise permitted in Development Area B or D or both, the Owner must provide the

parking spaces recommended by the engineer regardless of the effect on the gross floor area available for other uses or the number of guest cottages.

DESIGN GUIDELINES

18. The Owner shall not construct any building or structure on the Land or alter the Land unless the building or structure complies with the design and landscape guidelines attached as Schedule C. In the event of any conflict between Schedule C and guidelines applicable to the Land under the District's official community plan or zoning bylaw, the District's interpretation of the guidelines shall be determinative.

SOUTH MOUNT BOUCHERIE ROAD IMPROVEMENT RESERVE FUND

19. The District shall deposit the South Mount Boucherie Area Road Contribution in a statutory reserve fund for improvements to the roads and traffic movement between the general area lying between East Boundary Road and Boucherie Road, which may include works at these roads or along Mission Hill Road, Ridge Boulevard or Vineyard Drive, and the District may expend the fund in its sole discretion for the purposes of the reserve fund.

VINEYARD PARK RESERVE FUND

20. The District shall deposit the Park Land Contribution in a statutory reserve fund for the improvement of Vineyard Park, and may expend the fund in its sole discretion for the purposes of the reserve fund.

AMENDMENT OF AGREEMENT

21. The parties may in writing agree to minor amendments to this Agreement, and for that the following are "minor amendments":
 - (a) an amendment to Schedule A undertaken to reflect adjustment of the boundaries of the Development Areas established by the Zoning Amendment Bylaw by further zoning bylaw amendment; and
 - (b) any amendment to Schedule B or C.
22. The District may, prior to agreeing to such an amendment, convene a public hearing or other proceeding for the purpose of determining the opinion of members of the public to such amendment, notwithstanding that such a hearing or other proceeding may not be required by the *Local Government Act*, and the Owner agrees to participate in such proceeding for the purpose of providing information to the public on the proposed amendment.

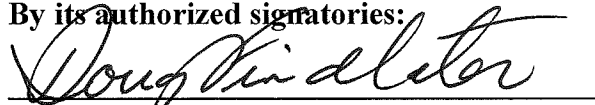
GENERAL TERMS AND CONDITIONS


23. Any notice permitted or required by this Agreement to be given to either party must be given to that party at the address set out above, or to any other address of which the party has given the other party notice in writing expressly for the purposes of this Agreement.
24. Except as expressly set out in this Agreement, nothing in this Agreement shall prejudice or affect the rights and powers of the District in the exercise of its functions under the *Community Charter* or the *Local Government Act* or any of its bylaws, or those of the approving officer of the District under the *Land Title Act*, *Strata Property Act* or Bare Land Strata Regulations.
25. Any opinion, decision, act or expression of satisfaction or acceptance provided for in this Agreement may be taken or made by the District's Director of Planning, unless expressly provided to be taken or made by another official of the District.
26. No provision of this Agreement is to be considered to have been waived by the District unless the District has expressed the waiver in writing. The waiver by the District of any breach by any of the other parties of any provision is not to be construed as or constitute a waiver of any further or other breach.
27. Whenever in this Agreement the District is required or entitled to exercise any discretion in the granting of consent or approval, or is entitled to make any determination, take any action or exercise any contractual right or remedy, the District may do so in accordance with the contractual provisions of this Agreement and no public law duty, whether arising from the principles of procedural fairness or the rules of natural justice or otherwise, shall have any application in the interpretation or implementation of this Agreement except to the extent that such duty arises as a matter of public law.
28. The Owner shall indemnify and save harmless the District, its officers, employees, Council members, agents and others (the "District Representatives") from and against any and all actions, causes of action, liabilities, demands, losses, damages, costs, expenses (including actual fees of professional advisors), fines, penalties and other harm of any kind whatsoever, whether related to death, bodily injury, property loss, property damage, property contamination or consequential loss or damage, suffered or incurred by the District or any of the District Representatives, directly or indirectly, arising from, resulting from, connected with or related to:
 - (a) any default or breach of this Agreement by the Owner; and
 - (b) any wrongful act, omission or negligence of the Owner or its directors, officers, employees, agents, contractors, subcontractors, licensees, or others for whom they are responsible in law with respect to the covenants and obligations of the Owner pursuant to this Agreement.

- 29. The indemnity in the preceding section shall survive any conclusion or other termination of this Agreement, in relation to any matter arising prior to it.
- 30. Notwithstanding anything contained herein, the Owner shall not be liable under any of the covenants and agreements contained herein where such liability arises by reason of an act or omission occurring after the Owner ceases to have any further interest in the Lands.
- 31. If any Owner is delayed or prevented from the performance of any covenant or agreement required hereunder by reason of any unavoidable cause, then performance of such covenant or agreement shall be excused for the period during which such performance is delayed or prevented and the time for the performance thereof shall be extended accordingly. For the purposes of this section, "unavoidable cause" means any event or contingency beyond the reasonable control of the Owner, including without limitation a delay caused by weather conditions, power failure, fire or other casualty, governmental laws, regulations or controls, civil commotion, insurrection, sabotage, invasion, rebellion, military or usurped power, war or war-like operations and acts of God, but excluding a delay caused by lack of funds.
- 32. Time is of the essence of this Agreement and will remain of the essence notwithstanding the extension of any dates.
- 33. The Owner acknowledges and agrees that the District, acting reasonably, may, despite any public law limitations on the withholding of development permits, building permits and occupancy permits, withhold such permits for the purpose of ensuring compliance with and administering the terms of this Agreement.
- 34. This Agreement may be executed in counterparts.

DISTRICT OF WEST KELOWNA


By its authorized signatories:





MARK ANTHONY PROPERTIES LTD.

By its authorized signatory:



Anthony von Mandl, President

SCHEDULE A
DEVELOPMENT AREAS

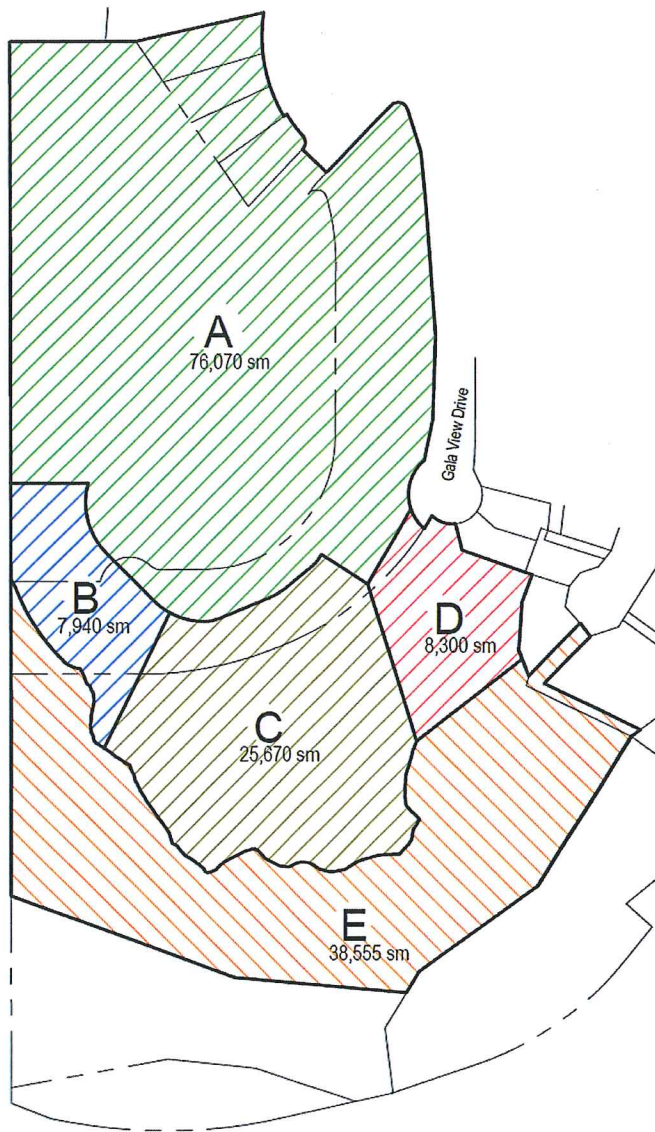


FIGURE 2 - DEVELOPMENT AREAS

SCHEDULE B

TERMS OF REFERENCE FOR PARKING STUDIES

(PAGES 13 – 17)

*TERMS OF REFERENCE FOR FUTURE PARKING ASSESSMENT
MISSION HILL ESTATE WINERY*

1. INTRODUCTION

The Mission Hill Family Estate Winery development is planning a four (4) phase development proposal in the District of West Kelowna. In coordination with the development team's transportation consultant, District staff have identified required parking supply rates that reflect the anticipated parking demand of the site and are unique from the District's Zoning Bylaw rates. The District seeks to retain flexibility in subsequent development phases so that supply may be adjusted to reflect parking characteristics observed in previous phases. The objective of this document is to, first, identify data collection methods to accurately quantify parking conditions at completion of each development phase, and secondly to assess criteria under which the initial demand estimates are deemed inappropriate and to ensure appropriate supply in subsequent development phases.

1.1 Background

The required parking supply rates for the site are based on expected parking demand rates determined through a study conducted by the developer's transportation consultant, entitled the *Mission Hill Family Estate Winery: Parking Analysis Summary*. The expected parking demand for each land use proposed for the site is determined using known demand generation rates, factored for their time-of-day utilization rate, and combined to produce expected demand rates for weekday AM, weekday mid-day, weekday PM, and weekend. Results are expressed as expected demand at full build-out, as well as at the completion of each of the four development phases. The analysis shows that the weekday mid-day period will experience the highest parking demand upon completion of each development phase, and is used throughout this document as the peak period.

Required parking supply is then expressed as the peak parking demand expected upon completion of each development phase, combining both visitor and staff requirements. See Table 1.

Table 1 – Summary of parking supply at completion of each phase

	Visitor	Staff	Total
Phase 1	129	108	237
Phase 2	257	130	388
Phase 3	290	136	425
Phase 4	315	140	455

PAGE 1

*TERMS OF REFERENCE FOR FUTURE PARKING ASSESSMENT
MISSION HILL ESTATE WINERY*

2. DATA COLLECTION

While supply rates reflect the expected parking demand that will be generated by the site's land uses, they are only estimates based on observations of other sites and industry best practices. A more accurate estimate of future parking demand can be obtained by observing conditions on-site upon completion of each development phase.

2.1 Conditions

Parking observations should be undertaken to account for the site's peak parking demand under normal operations. Extreme peaks in demand due to large gatherings or special events should not be accounted for in observations. Observations should be undertaken only once a development phase is complete and fully functional. Any parking data collected before the development phase is fully functioning will not accurately reflect the site's parking demand. Observations should be made during summer months when the site is busiest, and during the weekday mid-day period as this is the peak demand period for the site. On-site managers may also be consulted for advice on peak demand periods.

2.2 Method

Observations should be made on the same weekday (ie. Thursday) for three consecutive weeks. Surveyors should record the number of vehicles present each hour in one-hour intervals between noon and 3:00pm. All on-site parking spaces should be observed to ensure all vehicles are accounted for.

The streets immediately surrounding the site should also be observed to determine the level of parking spillover occurring (if any). Surveyors should work with local residents to determine the vehicles attributed to the Mission Hill site.

2.3 Summary

Parking observations should be summarized. Of all observations, the hour with the most vehicles observed will be used to represent peak parking demand.

*TERMS OF REFERENCE FOR FUTURE PARKING ASSESSMENT
MISSION HILL ESTATE WINERY*

3. ASSESS CONDITIONS

The following describes the appropriate actions in response to observed parking characteristics. Conditions should be assessed upon completion of each phase.

3.1 Parking Supply

The observed peak parking demand for the site should be considered relative to the parking supply rates by phase to determine if the initial parking supply rates are meeting the site's parking needs. Action should be taken to adjust supply in future phases where supply is significantly less than observed demand. If the land uses included in a development phase are inconsistent with those in Section 6.0 of the Phased Development Agreement, then the developer must recalculate the parking supply by phase according to the revised land uses using the parking demand rates from the original parking study, in accordance with the following principles:

Appropriate Supply

A discrepancy of less than 5% between supply and observed demand is considered negligible. No action should be taken to adjust future supply rates in this case.

Insufficient Supply

Where observed demand is at least 5% greater than expected demand, steps should be taken to ensure appropriate supply is provided in subsequent development phases.

- First, the developer must quantify the parking shortfall from the completed development phase and ensure the next development phase includes an increase in supply consistent with the previous shortfall.
- The developer must also increase the supply rate in all subsequent phases at a percentage consistent with the shortfall in parking from the completed development phase.

3.2 Visitor vs Staff Parking

While the expected parking demand figures are divided among visitors and staff, parking spaces on the site will not be designated for use by either user group. The adequacy of parking at each development phase should not be considered for each user, only for the site as a whole.

*TERMS OF REFERENCE FOR FUTURE PARKING ASSESSMENT
MISSION HILL ESTATE WINERY*

3.3 Neighbourhood Spillover

Spillover into surrounding residential areas will be noted in the data collection, as well as by District staff through on-going communication with area residents. It is suggested that occasional spillover due to special events may occur, which is typical of similar venue types. However, steps should be taken to ensure spillover is not occurring on a more frequent basis under normal conditions. It is suggested that where consistent spillover is noted, the developer should take the following actions:

- First, the developer must quantify the number of Mission Hill vehicles parked in the surrounding residential area and ensure the next development phase includes an increase in supply consistent with the noted shortfall.
- The developer must also increase the supply rate in all subsequent phases at a percentage consistent with the spillover in parking from the completed development phase.

*TERMS OF REFERENCE FOR FUTURE PARKING ASSESSMENT
MISSION HILL ESTATE WINERY*

4. SUMMARY

The intent of these terms of reference is to ensure an appropriate parking supply is included at each stage of this multi-phased development. This entails supply requirements based on industry standards, with built in flexibility to adjust supply rates based on observed parking characteristics. The successful application of these terms of reference will ensure the site will have adequate parking supply to meet visitor and staff needs, and that the District can accommodate the proposed expansion of the site with limited occurrences of parking spillover into the adjacent neighbourhood.

SCHEDULE C

DESIGN AND LANDSCAPE GUIDELINES

(PAGES 18 – 33)

Design and Landscape Guidelines:



CD-6 Comprehensive Development Zone (Mission Hill)

1.0 Landscaping -

Development Permit applications for Mission Hill Estate Winery should be accompanied by a landscape plan that includes landscape, signage, lighting, and fencing details. The landscape plan shall be in general conformance with the Landscape Concept Plan dated April 6, 2011 (attached) and it shall be consistent with any development permit issued by the district along with any zoning provisions and covenant in effect. The landscape plan should complement the building design, contribute to a high quality of urban design, and work towards sustainability.

1.1 Design items to be considered in designing the proposed landscaping are:

- a. Landscaping should be utilized to harmonize the development within the existing area.
- b. Street trees and boulevard plantings should be included
- c. Landscaping and fencing should be kept low and open when adjacent to public streets, trails, or public accessible areas, except for security purposes where extensive buffering must also accompany any security fence.
- d. Opportunities for Crime Prevention through Environmental Design (CPTED) should be considered.
- e. Low maintenance "xeriscaping" landscape components should be used as well native plant species suited to local climate are encouraged.
- f. Any Landscaping should include drainage and grading plans and should work in conjunction with the comprehensive stormwater management design for the project
- g. Orientation of green roofs and decks should consider maximizing accessibility to outdoor space as well as the reduction of stormwater run-off.
- h. Landscape plantings, including shrubs and trees should allow for the improvements to bird habitat.

1.2 Public and private views to vistas should be maximized with an emphasis on public views. The views from the hotel (auberge) and guest cottages should consider any adjacent residential uses. Fencing should be identified and incorporated into the landscape plan and should fit within the general form and character of the CD-6 zone.

2.0 Lighting -

Illuminate building facades and features by providing architectural lighting on the face of buildings and at the main entrances to help create a sense of a safe and intimate space around a building.

- a. Paths and entry areas shall be sufficiently lighted to ensure pedestrian comfort and security.
- b. Provide pedestrian scaled lighting with a high quality of design detail above sidewalks for night time visibility.
- c. Full-spectrum "white" light or incandescent sources are preferred in public areas.
- d. Ensure lighting is sensitive to nearby residential uses. Avoid visible, glaring light sources by using down-and/or up-lights with cutoff shields.
- e. Incorporate valence lighting into canopies or overhangs and up-lighting to illuminate pathways.
- f. Avoid the use of exterior fluorescent light sources.
- g. Incorporate architectural glare-free lighting that has either a low level light source or one not directly visible to pedestrians.

3.0 Signage -

Signage should be clear and attractive as well, it should be scaled to the pedestrian. A way-finding system for pedestrians and for vehicles should be provided throughout the site including landmarks, paths, and gateways into and out of the site. Visual or iconic signage representing the site's culture and history is encouraged. Signage shall be externally lit. The following types of signage are strongly discouraged and should be avoided:

- a. Signs as awnings /awnings as signs;
- b. Internally lighted plastic box signs;
- c. Pylon (stand alone) signs;
- d. Rooftop signs; and
- e. Vertical projecting signs

4.0 Form and Character of Buildings and Structures -

All Development shall be consistent with any development permit issued by the District. In addition, development shall be in general conformance with and complement the CD-6 zone which outlines the following minimum standards:

- a. Exterior finishes shall maintain the quality, character and general colour range already established by previous construction at Mission Hill Family Estate Winery.

- b. Exterior walls shall generally have a cementitious finish in a light earth-tone range, with stone, wood, and metal accents.
- c. Window frames shall be coloured metal, generally charcoal coloured, to match existing winery windows.
- d. Curved metal roofs shall be copper.
- e. Where flat roofs are used as decks and plazas, stone or concrete pavers shall be used with areas of planting.
- f. Vegetative roofs shall be planted with vegetation that is consistent with, and that complements the existing natural vegetation of the site.

Landscape Concept Plan

For

Mission Hill Family Estate
Westbank, B.C.

Donna L. Lane
landscape architect inc.

Prepared for
Mission Hill Family Estate

6 April 2011

Introduction

The proposed development consists of a Boutique Hotel, Conference Centre, Restaurant, Auberge, Wellness Centre and several Cottages. Presently the site is in a natural state and is adjacent to a vineyard that encircles the winery. The intent of landscape development is to preserve and restore the native landscape while providing subtle transitions between the lush, ordered vineyard and the sparse, rugged hillside. This will be done using technologies that are environmentally sustainable including: Harvesting native plants for restoration, providing living roofs, harvesting storm-water, selecting regionally adapted plantings, and using low flow irrigation.

Furthermore it is recognized that the site has a view of Okanagan Lake and mountains that is epic. All landscape development will be subservient and in harmony with this.

Roads, Paths, and Nature Trails (Refer to Landscape Plan)

Entry Road to Site

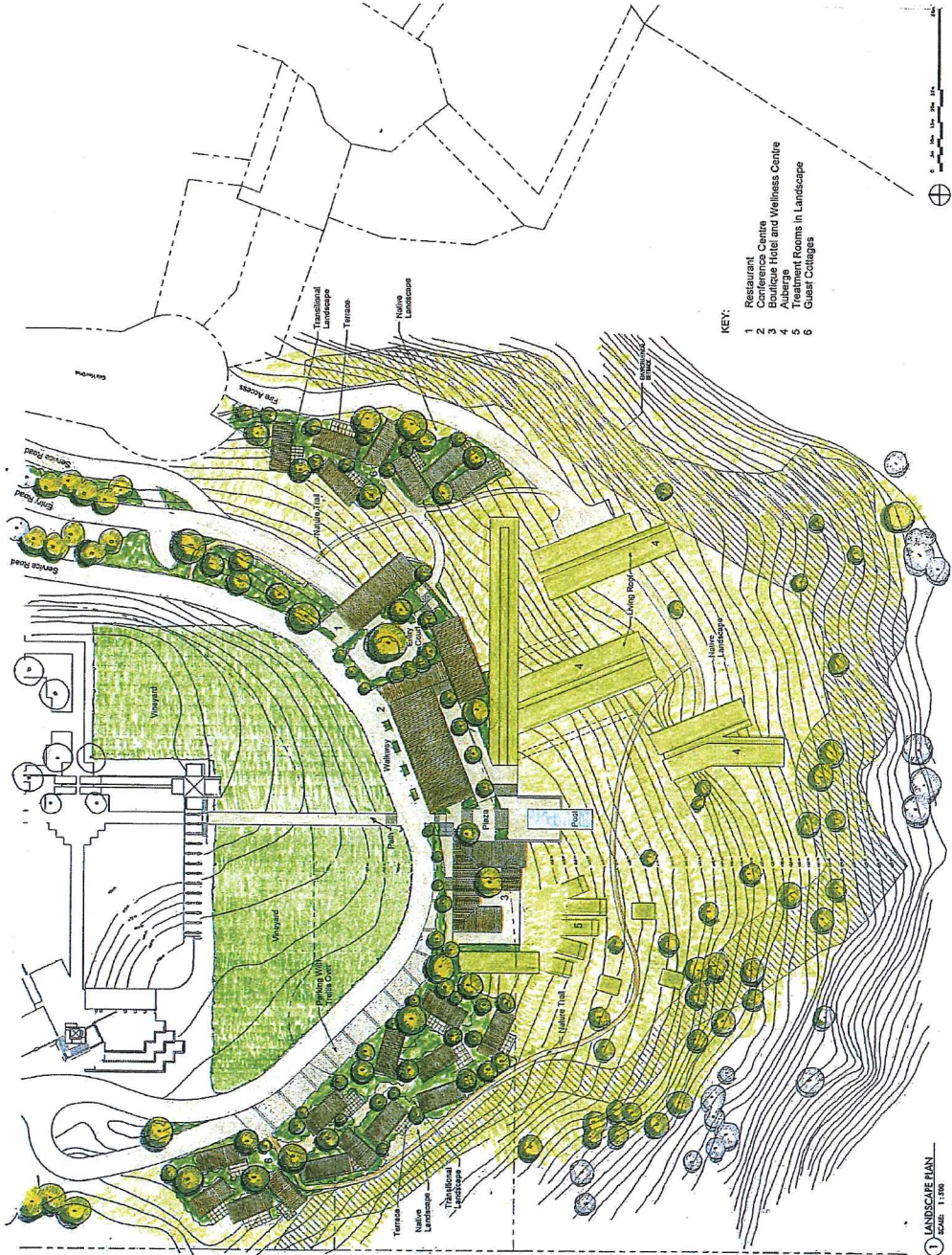
Entry to the Site from Mission Hill Road is routed through a mixed stand of mature trees that gives a sense of enclosure with occasional partial views of the larger landscape. This enclosure will be maintained up to a point just before the restaurant where the entire view of the lake and mountains will dramatically open. Foreground views will include a natural landscape.

Paths

The pedestrian entry from the winery follows a path downhill through the vineyard and proceeds to a plaza overlooking the lake. Intersecting this path is a walkway, parallel to the service road that connects with the Restaurant, Conference Centre, Boutique Hotel, Wellness Centre and Guest Cottages. This walkway also links to nature trails that loop through the native landscape.

The path will use paving stones in combination with precast concrete pavers. This provides a decorative paving pattern that is also water permeable. Variations on this combination will be repeated in the walkways. Along the walkway a pedestrian scale will be further enhanced with planters and seating. Plantings will incorporate drought adapted trees, vines, shrubs, grasses, and herbaceous perennials supported by low volume irrigation. Pedestrian lighting will be night sky compliant.

OLSON KUNDIG ARCHITECTS 1830 South Main Street, Suite 100, Durham, NC 27701 Phone: 919.487.1100 Fax: 919.487.1101 Website: www.olsonkundig.com		C. Martin Principal 1111 North Main Street, Suite 100 Durham, NC 27701 Phone: 919.487.1100 Fax: 919.487.1101 Email: martin@olsonkundig.com		Donna L. Lane Landscape Architect 1111 North Main Street, Suite 100 Durham, NC 27701 Phone: 919.487.1100 Fax: 919.487.1101 Email: lane@olsonkundig.com		MISSION HILL FAMILY ESTATE 1719 Mission Hill Road Durham, NC 27701	
LANDSCAPE PLAN L1.00		KEY: 1 Restaurant 2 Conference Centre 3 Hotel and Wellness Centre 4 Atrium 5 Treatment Rooms in Landscape 6 Guest Cottages		1" = 100' 0 10 20 30 40 50 60 70 80 90 100		1 LANDSCAPE PLAN Scale: 1:100	



Nature Trails

Trails accessing the natural landscape will be designed and built to suit existing site conditions with a minimum of disturbance. The route indicated on the landscape plan is a schematic; adjustments will be made during design and construction. The trail will vary in width and, in some locations, stairs will be required. Path surfacing will be gravel with rocks and boulders as edging (Figure 1 - Trail Section) Gravel surfacing provides permeability while the edging protects adjacent native plants from foot traffic. Small seating areas will be developed at selected locations along the trails.

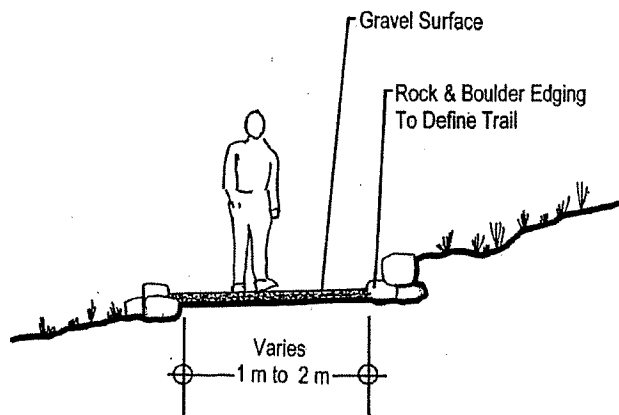


Figure 1 Trail Section

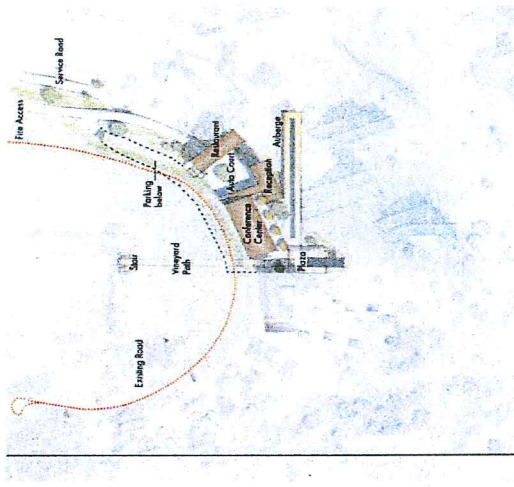
Phasing (Refer to Proposed Phasing Plan)

Phasing of the access walks and trails will match that of the overall development.

Natural landscape

The Natural landscape includes areas surrounding the Auberge and Wellness Centre. The contours, surfaces and plantings will be designed to blend seamlessly with the surrounding undisturbed natural hillside. Buildings will

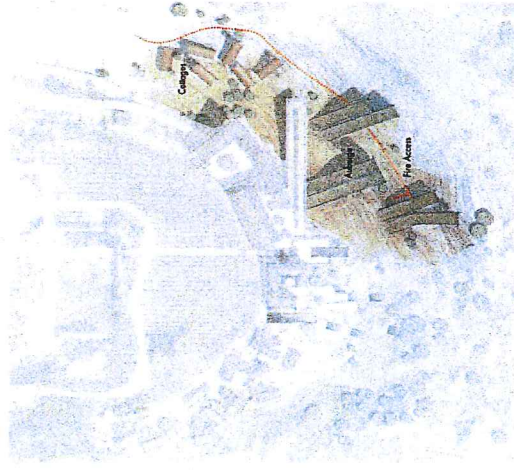
PHASE 1



In addition to the facilities indicated above, Phase 1 includes access to the lower service levels. Accommodations would be made for connecting future phases. The existing service and fire access road would remain (Doug's Road) until Phase 3 is complete.

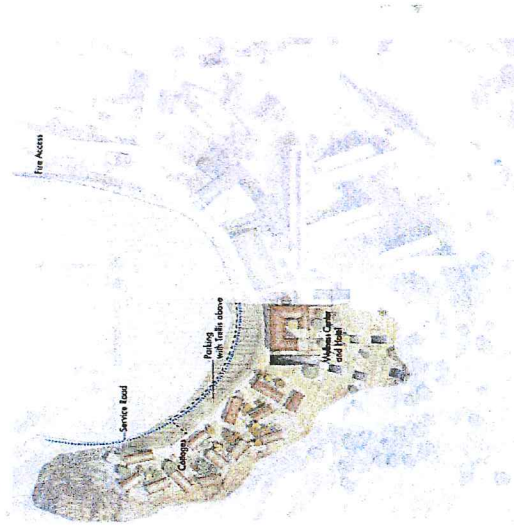
The Auberge contains 18 units, not the 40 we discussed in the meeting. It is a single storey structure. If 40 units are required, one of the lower wings could be built with this phase. (This level of the Auberge is currently a single storey. Topography and views over other Auberge structures limit the stacking of program in this area.)

PHASE 2



Phase 2 includes the three lower Auberge wings and cottages to the east. Vertical connections with conventional and funicular elevators would connect to Phase 1 structures. Fire access from the subdivision would be constructed with this phase.

PHASE 3



Phase 3 includes the wellness center, cottages, fire access road that runs over the roof of the Phase 1 parking.

living roofs using, exclusively, plants indigenous to the site. These roofs, in addition to their environmental benefits, will offer habitat for birds and insects. And being highly visible from the restaurant, conference centre and boutique hotel, will give the impression of an uninterrupted natural landscape.

This natural landscape consists of shallow soils and sparsely spaced plants surrounded by a crust of mosses. This crust of moss is thin, fragile and easily damaged and it serves a vital function: conserving water, preventing erosion and weed invasion, and providing nutrients to plants. It is this ecosystem that will be re-established after buildings are constructed.

Prior to construction the soil, plants and mosses will be lifted and moved to a nursery where they are maintained. Selected plants will be propagated from seed and by plant division. Through the course of construction this nursery will be the source of the plants and crust used for ground restoration as well as the plant plugs used for the living roofs.

For ground restoration, planting will be done to coincide with cool wet weather. Planted areas will be closely monitored and watered as necessary until they are fully established. There will be opportunities to provide native shrubs on deeper soil and these will be sustained with harvested rainwater (Figure 2 Stormwater Harvest). The restored native landscape, due to its fragility, will be protected from foot traffic. Adjacent terraces will be designed with barriers. (figure - Terraces Adjacent to Natural Landscape). Areas required for maintenance will have durable gravel surfacing that is visually unobtrusive.

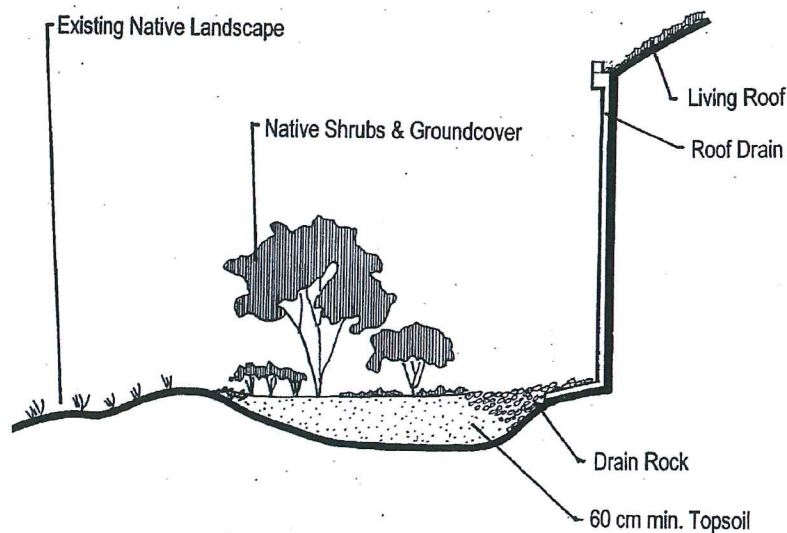


Figure 2

Stormwater Harvest

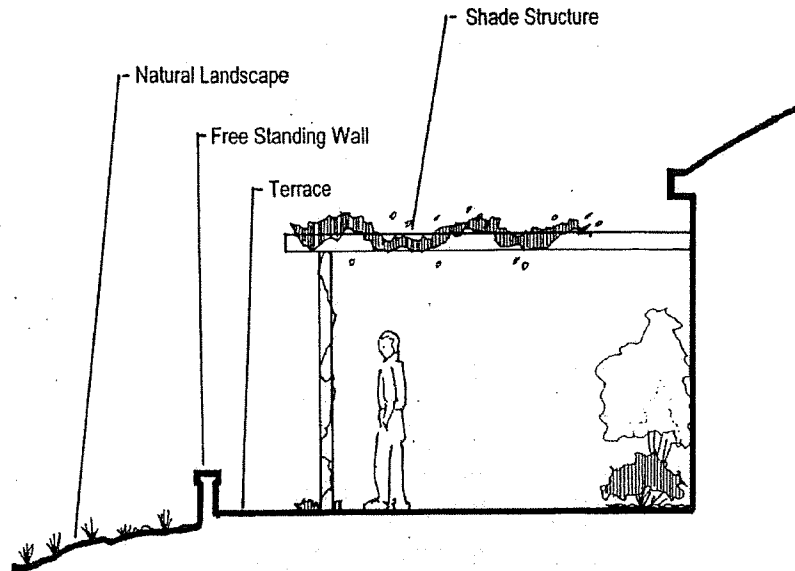


Figure 3 Terrace Adjacent to Natural Landscape

The living roofs will use native plants and mosses however these will be processed to remove the native soil. The eolian soils on site consist primarily of silts and clays which are incompatible with living roofs. Living roofs rely on an assembly of components to ensure healthy plants, waterproofing and drainage. The growing medium component is engineered with a specific characteristic, one of which is the absence of silt and clay.

Plants for the living roof will be propagated and grown in the planting medium as plugs. Mosses will also be planted as plugs and, in addition, will be applied in a slurry whereby the moss in its spore stage of the life-cycle is ground up and mixed with a liquid. This living roof system is, as yet, a concept that is supported by reports from similar examples but it has no precedent. It will require experimentation and close monitoring.

These living roofs will be equipped with an irrigation system for plant establishment and for periods of prolonged drought.

Transitional Landscape

The transitional landscape performs a role that is both aesthetic and functional. Plant characteristics required for this cover a broader range than is available from indigenous plants. The transitional landscape will include native and regionally adapted plants. Here the emphasis is on drought tolerance and adaptation to soil and climate conditions. The result will be conservation of water and fertilizers as well as resistance to pests and diseases. The plants will fulfill aesthetic and functional needs and will be robust and suited to their site.

In terms of aesthetics, the transitional landscape will offer a seamless visual link to the vineyard and to the natural landscape. Within this transitional zone there will be a gradient in order that the plant characteristics – form, height, texture, and colour – and the design characteristics, are harmonious with the adjacent landscape. One example of this: The landscape treatment adjacent to natural areas will have a loose flowing character while next to the vineyard it will have a more structured appearance. (Refer to figure 4)

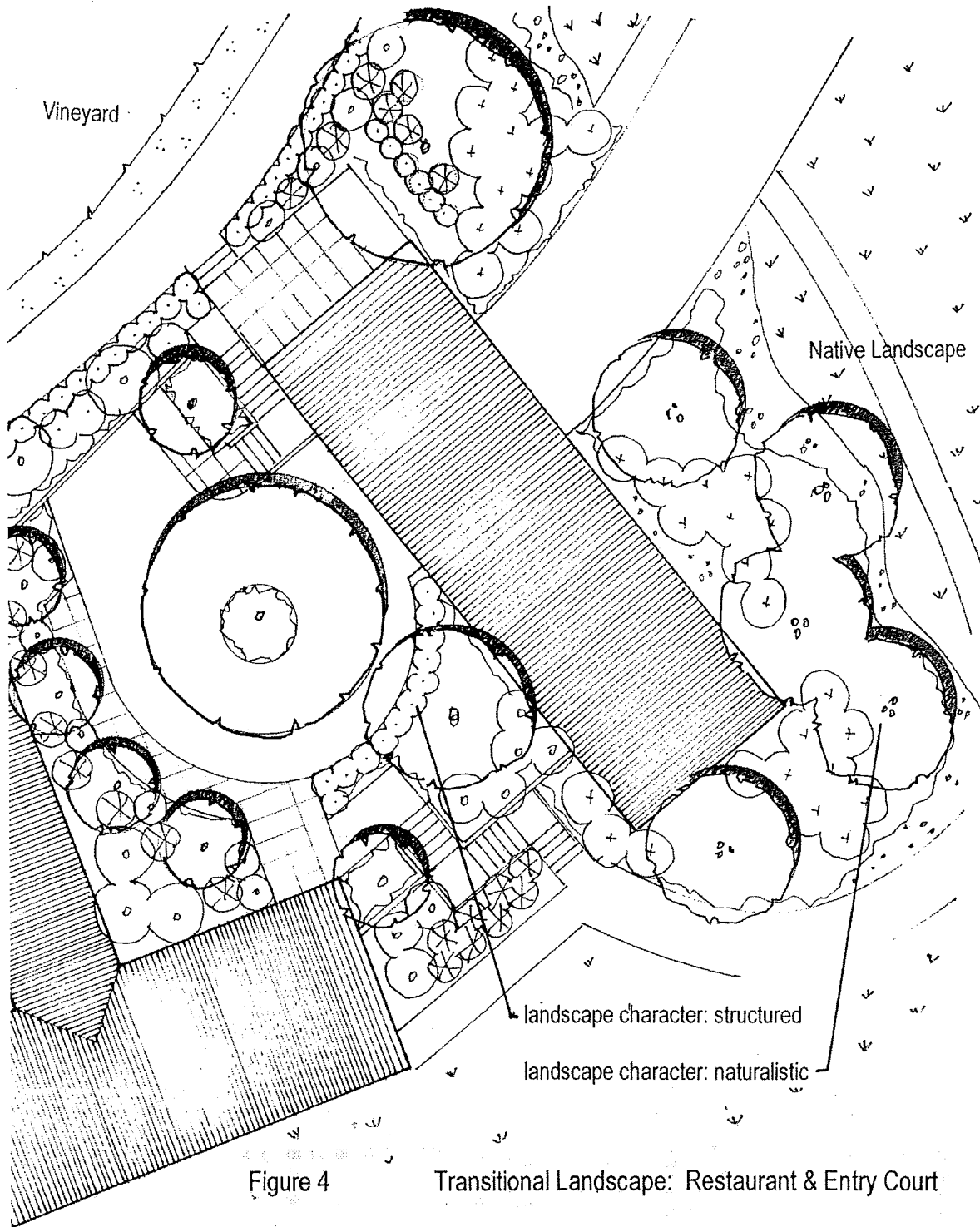
The transitional landscape zone is comprised of the area around the restaurant, hotel, banquet and conference centre and the guest cottages. This landscape is designed for a range of outdoor activities from high traffic pedestrian to quiet areas of retreat. It will be designed to offer exposure to views and the elements and to offer areas that are enclosed with protection from wind and sun. A range of plants – trees, vines, shrubs, grasses and groundcovers – along with structural elements will be selected to meet the functional needs in this zone.

Buildings will have living roofs which will provide environmental benefits and expand opportunities for outdoor spaces. Two types of green roofs will be developed: Inaccessible and accessible.

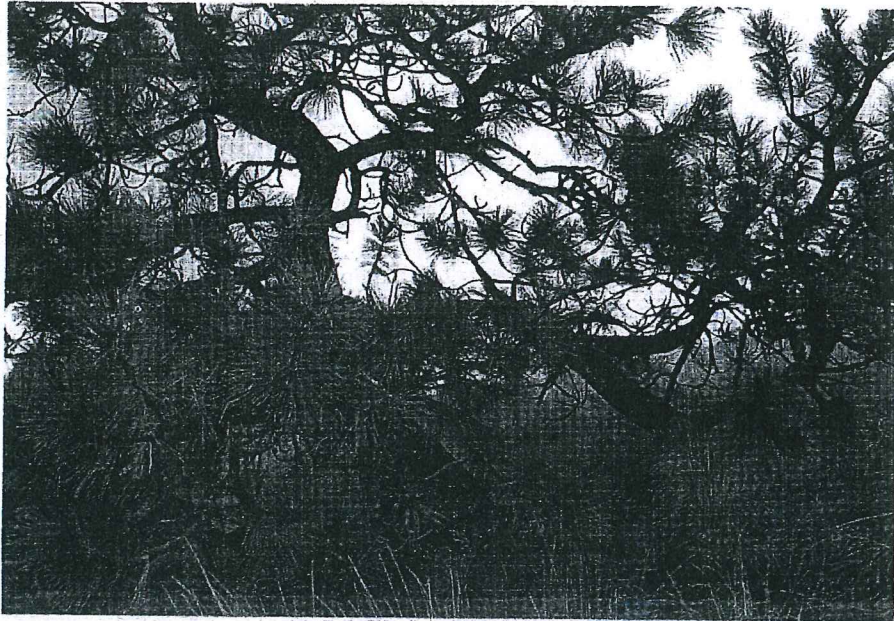
Inaccessible roofs will have a shallow depth of growing media and a limited range of plants. Since these roofs are visible in a profile view, rather than from above, and are viewed from a context that is man-made and structured, the planting character will have a streamlined and tidy appearance. While the plants used will not be native these roofs will provide numerous environmental benefits including the mitigation of rain storm events. When excess storm water does occur it will be harvested to irrigate ground level plantings.

For accessible rooftops the development will use planters of varying heights to allow for a wide range of plant types including trees. As well, paths and terraces will have varied paving and built elements, such as shade structures, will be used. Plantings will be supplied with low flow irrigation.

The landscape in the transition zone will meet the functional requirements



of the wide range of activities and uses. It will bridge a man made landscape to a natural landscape. It will do this with technologies that are environmentally sustainable.



Western Pine Beetle

Health of Ponderosa Pines have been impacted by the Western Pine Beetle, which require the owner remove the infested trees. Western Pine Beetle tends to attach trees in dense stands or scattered, over-mature or diseased trees. This would suggest that all pines on the site are not necessarily doomed. It is recommended that specimens of particular value be identified on plans and protected from any disturbances. These trees could be monitored in the event that beetle attach can be suppressed.

Lichen Encrusted Rocks

Surface rocks on the site support lichen growth which adds to their aesthetic value. These rocks will be gathered and stockpiled for use in landscaping.

Summary

This proposed landscape development will work with nature. The Landscape Plan identifies areas that are transitional and, for both practical and aesthetic purposes, will use plants and materials beyond what is indigenous. These transitional zones will, however, employ regionally adapted plants and technologies that are environmentally sustainable. Other areas will be restored to a natural state using plants and materials from the site. Once established this landscape will blend seamlessly with the surrounding undisturbed land. Buildings in this zone, with living roofs of native plants will appear to emerge from the ground. This landscape will embrace the extraordinary natural values of the site.



Donna Lane

selected plant list

botanical name

common name

trees:

<i>Acer ginnala</i> 'JFS-UGA'	Red November Maple
<i>Acer glabrum</i>	Rocky Mountain Maple
<i>Acer grandidentatum</i> 'Schmidt'	Big Tooth Maple
<i>Carpinus betulus</i> 'JFS-KWICB' P.A.F.	Emerald Avenue Hornbeam
<i>Cercis c.</i> 'Forest Pansy'	Forest Pansy Redbud
<i>Corylus avellana</i>	Filbert
<i>Ginkgo biloba</i> 'Jfs – UGA2	Golden Colonade Maidenhair Tree
<i>Gleditsia tricanthos</i>	Honeylocust
<i>Gymnocladus dioica</i> 'Espresso'	Seedless Kentucky Coffee Tree
<i>Koelreuteria paniculata</i>	Golden Rain Tree
<i>Pinus nigra</i>	Austrian Pine
<i>Quercus robur fastigiata</i>	Columnar English Oak
<i>Rhus typhina</i>	Staghorn Sumac
<i>Syringa reticulata</i> 'Ivory Silk'	Tree Lilac
<i>Zelkova serrata</i> 'Halka'	Halka Zelkova

shrubs & ornamental grasses:

<i>Artemesia</i> 'Powis Castle'	Powis Castle Sage
<i>Berberis</i> 'Ruby Glow'	Red Leaf Barberry
<i>Buxus</i> 'Green Velvet'	Green Velvet Boxwood
<i>Calamagrostis brachytricha</i>	Korean Reed Grass
<i>Calamagrostis</i> 'Karl Foerster'	Feather Reed Grass
<i>Cariopteris clandonensis</i>	Blue Mist Shrub
<i>Cercis Canadensis</i> 'Forest Pansy'	Forest Pansy Redbud
<i>Cotinus coggygria</i>	Smokebush
<i>Eleagnus angustifolia</i> 'Quicksilver'	Seedless Russian Olive
<i>Euonymus alatus</i>	Burning Bush
<i>Fallugia paradoxa</i>	Apache Plume
<i>Helictotrichon sempervirens</i>	Blue Oat Grass
<i>Hydrangea</i> 'Annabelle'	White Hydrangea
<i>Hydrangea</i> P.G.	PeeGee Hydrangea
<i>Mahonia aquifolium</i>	Oregon Grape
<i>Miscanthus sinensis</i> 'Gracillimus'	Maiden Grass
<i>Perovskia atriplicifolia</i>	Russian Sage
<i>Pinus mugho pumilio</i>	Dwarf Mugo Pine
<i>Pinus strobus nana</i>	Dwarf Eastern White Pine
<i>Philadelphus coronarius</i> 'Aurea'	Golden Mock Orange
<i>Phyllostachys aurea</i>	Golden Bamboo

Rosa	Bonica sected varieties
Rhus aromatica 'Gro-Low'	Gro-Low Fragrant Sumac
Sambucus 'Black Lace'	Black-Lace Elderberry
Spirea thunbergii	Baby's Breath Spirea
Symphoricarpos albus	Snowberry
Tamarisk racemosissima 'Summer Glow'	Tamarisk
Taxus m. 'Dark Green'	Yew
Taxus hicksii	Columnar Yew
Viburnum rhytidophyllum	Leatherleaf Viburnum
Yucca selected varieties	Soapweed

vines & groundcovers:

Arctostaphylos uva ursi	Kinnickinic
Bergenia cordifolia	Bergenia
Campsis radicans	Trumpet vine
Clematis tangutica	Yellow Clematis
Cotoneaster m. cochleatus	Cotoneaster
Erigonum umbellatum	Sulphur Flower
Hemerocallis	Daylilyselected varieties
Heuchera selected varieties	Coral Bells
Hydrangea petiolaris	Hydrangea vine
Juniperus h. 'Wiltoni'	Carpet Juniper
Linum	Blue Flax
Parthenocissus tricuspidata	Boston Ivy
Sedum 'Autumn Joy'	Autumn Joy Sedum
Sedum	Sedum selected varieties
Sempervivium	Hen & Chicks
Stachys 'Countess Helen von Stein'	Big Ears Stachys