



District of West Vancouver

**Official Community Plan Bylaw No. 4985, 2018,
Amendment Bylaw No. 5460, 2026**
(Inglewood Care Centre)

Effective Date:

Official Community Plan Bylaw No. 4985, 2018, Amendment Bylaw No. 5460, 2026

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District of West Vancouver

Official Community Plan Bylaw No. 4985, 2018, Amendment Bylaw No. 5460, 2026

A bylaw to amend the Official Community Plan to allow for a seniors' care centre.

WHEREAS the Council of The Corporation of the District of West Vancouver deems it expedient to provide for an amendment to the Official Community Plan to allow for the appropriate redevelopment of the lands at 725 Inglewood Avenue and 721, 725, 733 and 735 Burley Drive;

NOW THEREFORE, the Council of The Corporation of the District of West Vancouver enacts as follows:

Part 1 Citation

- 1.1 This bylaw may be cited as Official Community Plan Bylaw No. 4985, 2018, Amendment Bylaw No. 5460, 2026.

Part 2 Severability

- 2.1 If a portion of this bylaw is held invalid by a Court of competent jurisdiction, then the invalid portion must be severed and the remainder of this bylaw is deemed to have been adopted without the severed section, subsection, paragraph, subparagraph, clause or phrase.

Part 3 Amends Area-Specific Policies and Guidelines

- 3.1 Schedule ii Area-Specific Policies & Guidelines to Official Community Plan Bylaw No. 4985, 2018 is amended as follows:
- 3.1.1 By adding "Policy BF-B18" as follows:
- (a) "Promote the siting and design of a seniors care and rental housing development that integrates within the existing neighbourhood and meets a high quality of

building and landscape design to create an attractive, multi-user streetscape.”

3.1.2 By adding “Policy BF-B18.1” as follows:

- (a) The lots shown on map BF-B18 that are bounded by Taylor Way, Inglewood Avenue and Burley Drive may be considered for rezoning to enable development for seniors’ care and rental housing that may including seniors’ care housing and apartment buildings, and/or combinations thereof to address seniors’ housing needs.”

3.1.3 By adding “Inglewood Care Centre Development Permit Area Designation BF-B18” as illustrated by the map in **Schedule A** as attached to this bylaw.

Part 4 Adds Development Permit Guidelines for Inglewood Care Centre

4.1 Schedule ii Area-Specific Policies & Guidelines to Official Community Plan Bylaw No. 4985, 2018 is further amended as follows:

- 4.1.1 By adding “Built Form Guidelines BF-B18” for seniors’ care and housing within the Taylor Way area, as described in **Schedule B** as attached to this bylaw.

Part 5 Table of Contents

5.1 Schedule ii to the to Official Community Plan Bylaw No. 4985, 2018, is further amended by including “BF-B18 Inglewood Care Centre” in sequential order in the table of contents for Area-Specific Policies & Guidelines.

Schedules

Schedule A – Development Permit Area Designation BF-B18

Schedule B – Built Form Guidelines BF-B18

READ A FIRST TIME (MAJORITY VOTE IN THE AFFIRMATIVE) on
May 27, 2026

PUBLICATION OF NOTICE OF PUBLIC HEARING on [Date]

PUBLIC HEARING HELD on [Date]

READ A SECOND TIME (MAJORITY VOTE IN THE AFFIRMATIVE) on [Date]

READ A THIRD TIME (MAJORITY VOTE IN THE AFFIRMATIVE) on [Date]

ADOPTED by the Council (MAJORITY VOTE IN THE AFFIRMATIVE) on [Date]

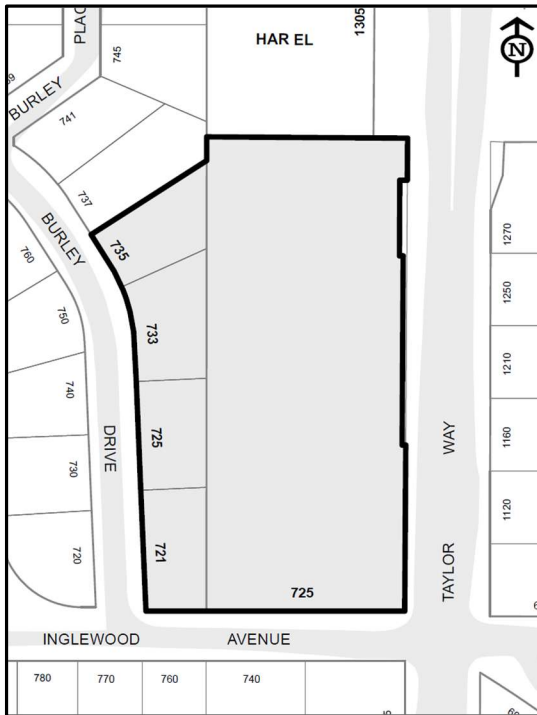
Mayor

Corporate Officer

Schedule A – Development Permit Area Designation BF-B18

Amendment to Official Community Plan Bylaw No. 4985, 2018, Schedule A, Schedule ii, Area-Specific Policies & Guidelines.

The area shown shaded on the map below is designated as the Development Permit Area BF-B18:



Category:	Local Government Act s. 488(1)(f), (h), (i), and (j).
Conditions:	The Development Permit Area designation is warranted to provide for the compatibility of seniors' care and rental housing within an existing neighbourhood.
Objectives:	- To integrate seniors' care and rental housing with existing site features, and the built form and character of the surrounding area; - To promote a high standard of design, construction, and landscaping; and - To promote energy and water conservation and the reduction of greenhouse gas emissions.
Guidelines Schedule:	Guidelines BF-B18 shall apply.
Exemption:	i. Does not involve the construction of any new buildings; or;

Development may be exempt from the requirement for a Development Permit if the proposal:	ii. is for a renovation or small addition that is considered to have no substantial change to the external appearance of the premises, meets all the requirements of the Zoning Bylaw, and conforms to Guidelines BF-B18.
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Schedule B – Built Form Guidelines BF-B18

I. CONTEXT AND CHARACTER

- a. New development should be integrated within the surrounding neighbourhood through siting and design and promote building excellence in sustainability, high quality materials and finishes, and attention to detail.
- b. Development including site and building design should accommodate persons of varying ability levels, including the elderly and physically challenged.
- c. Deliver the comprehensive redevelopment of the site through strategic phases to reduce disruption to seniors' and the surrounding neighbourhood by:
 - i. constructing new care buildings prior to demolishing the existing care facility;
 - ii. breaking up building massing to provide visual breaks along the road frontages; and
 - iii. orienting taller buildings toward Taylor Way.
- d. Provide a central courtyard between the buildings to create activated outdoor living and gathering spaces for residents, guests, and employees.
- e. Provide accessible walkways and patios for resident use.
- f. Integrate the urban edges of the development through the provision of new sidewalks, boulevard landscaping, and separated bicycle lanes where feasible.

II. BUILDING DESIGN

- a. Buildings should be massed in specific response to the natural topography through the integration of each building ground plane with podium detailing, terracing, and setbacks that respond to the adjacent streets.
- b. Create separate buildings with varied massing and articulation to add interest and variety.
- c. Sink buildings into the topography along Burley Drive to reduce scale and massing to the adjacent neighbourhood.
- d. Finishing materials shall be high-quality and durable.
- e. Consider landscaped building terraces to create building articulation and reduced massing.
- f. Articulate building facades through the utilization of trellises, covered entrances, railings, columns, planters, terraces, decks, and other similar elements.
- g. Orient buildings to create a central courtyard and maximize access to light.
- h. A natural colour palette should be used to blend the buildings into the surroundings.

- i. Avoid blank and unarticulated facades.
- j. All elevations of the buildings to be detailed and articulated to relate with adjacent buildings and the adjacent neighbourhood.
- k. Entries that are pedestrian-oriented should be clearly defined, accentuated, highlighted, and weather protected.
- l. Entries that are automobile-oriented (e.g. drop off – pick up areas) should be integrated within the pedestrian realm to enhance the urban aspects of the development while giving priority, safety, and user-friendliness to the pedestrian.
- m. Mechanical equipment, electrical transformers and similar equipment should be located underground where feasible. Any surface or rooftop mechanical equipment, food-service venting, or surface electrical transformers or utility boxes or similar equipment should be located to minimize visual, odour, and acoustical impacts to adjacent buildings or other users in the buildings, the streetscape, and views where possible. Where a structure is used to conceal such equipment, it should be kept consistent in detailing with the architecture of the buildings and integrated into the landscape character.

III. **LANDSCAPE DESIGN**

- a. The overall landscape strategy should be a robust contemporary modern expression that takes inspiration from the natural surroundings of the North Shore mountains, the texture of forested areas, and foundations of rocky shorelines that provides a calming experience for the use and enjoyment of residents and visitors.
- b. The corner of Taylor Way and Inglewood Avenue should provide a balance of a strong corner treatment with the provisions of some views for residents. Any retaining walls facing the public realm should be screened with vegetation and/or finished with high quality treatments.
- d. Glare and light spill of exterior and ground level lighting to surrounding properties should be minimized.
- e. Ensure that the landscape design complements the character and design of the buildings including the utilization of user-friendly pathways, lighting, and seating.
- f. Provide opportunity for outdoor socializing through connection to sidewalks and paths and other pedestrian-oriented places including areas of small gardens, or walls that double as seating.
- g. Utilize tree plantings and species to define edges or as focal points in pedestrian areas, choosing species that thrive in an urban environment.
- h. Strategically select tree species and locations to provide shade to residents in summer months and allow for maximum access to light in winter months.

IV. CIRCULATION AND PARKING

- a. Encourage integrated pedestrian and vehicular entrance points where safely feasible.
- c. Most of the parking for the development should be within an underground parkade designed to allow for easy circulation and navigation.
- d. Surface parking shall be limited to short-term and temporary parking and loading. Surface parking and loading areas should be landscaped and visually broken up from vehicular and pedestrian areas.
- e. Vehicular access routes should be designed to divert traffic to underground parking and loading areas with clearly defined and marked temporary surface parking and drop-off/pick-up zones.
- f. All garbage, recycling, and food services waste (including grease bins) are to be within the enclosed underground parkade.



District of West Vancouver

**Zoning Bylaw No. 4662, 2010,
Amendment Bylaw No. 5461, 2026**
(Inglewood Care Centre)

Effective Date:

Zoning Bylaw No. 4662, 2010, Amendment Bylaw No. 5461, 2026

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District of West Vancouver

Zoning Bylaw No. 4662, 2010, Amendment Bylaw No. 5461, 2026

A bylaw to amend the Zoning Bylaw to allow for a seniors' care and rental housing.

WHEREAS the Council of The Corporation of the District of West Vancouver deems it expedient to provide for an amendment to the Zoning Bylaw to allow for the appropriate redevelopment of the lands at 725 Inglewood Avenue and 721, 725, 733 and 735 Burley Drive;

NOW THEREFORE, the Council of The Corporation of the District of West Vancouver enacts as follows:

Part 1 Citation

- 1.1 This bylaw may be cited as Zoning Bylaw No. 4662, 2010, Amendment Bylaw No. 5461, 2026.

Part 2 Severability

- 2.1 If a portion of this bylaw is held invalid by a Court of competent jurisdiction, then the invalid portion must be severed and the remainder of this bylaw is deemed to have been adopted without the severed section, subsection, paragraph, subparagraph, clause or phrase.

Part 3 Adds the CD56 Zone & Rezones the Site

- 3.1 Zoning Bylaw No. 4662, 2010, Schedule A, Section 600 (Comprehensive Development Zones) is hereby amended by adding Section 656 as the CD56 – Comprehensive Development Zone 56 (Northwest Corner Inglewood Avenue and Taylor Way), as set out in **Schedule A** to this bylaw.
- 3.2 The Lands shown shaded on the map in **Schedule B** to this bylaw are rezoned from PH1 (Private Hospital Zone 1) and RS3 (Single Family

Dwelling Zone 3) to CD56 – Comprehensive Development Zone 56
(Northwest Corner Inglewood Avenue and Taylor Way).

Part 4 Deletes the PH1 Zone

4.1 Part 551 – PH1 – Private Hospital Zone 1 is deleted in its entirety.

Part 5 Amends the Table of Contents

5.1 Zoning Bylaw No. 4662, 2010, Schedule A, Section 100, Table of Contents is amended accordingly.

Part 6 Amends the Zoning Maps

6.1 Zoning Bylaw No. 4662, 2010, Schedule A, Section 852, Schedule 2, Zoning Maps is hereby amended by changing the zoning on the Lands as shown shaded on the map in **Schedule B** to this bylaw:

From:	PH1 (Private Hospital Zone 1) and RS3 (Single Family Dwelling Zone 1)
TO:	CD56 – Comprehensive Development Zone 56 (Northwest Corner Inglewood Avenue and Taylor Way)

Schedules

Schedule A – CD56 – Comprehensive Development Zone 56 (Northwest Corner Inglewood Avenue and Taylor Way)

Schedule B – Amendment to Zoning Bylaw No. 4662, 2010, Schedule A, Section 852, Schedule 2, Zoning Maps

READ A FIRST TIME on May 27, 2026

PUBLICATION OF NOTICE OF PUBLIC HEARING on [Date]

PUBLIC HEARING HELD on [Date]

READ A SECOND TIME on [Date]

READ A THIRD TIME on [Date]

APPROVED by the Ministry of Transportation and Transit on [Date]

ADOPTED by the Council on [Date].

ADOPTED by the Council (MAJORITY VOTE IN THE AFFIRMATIVE) on [Date].

Mayor

Corporate Officer

Schedule A – CD56 – Comprehensive Development Zone 56 (Northwest Corner Inglewood Avenue and Taylor Way)

656 CD56 (Northwest Corner Inglewood Avenue and Taylor Way)

AMENDING
BYLAW

SECTION REGULATION

656.01 Permitted Uses

- (1) accessory buildings, structures and uses
- (2) adult day services
- (3) assisted living
- (4) child care
- (5) community care
- (6) congregate care and/or living
- (7) dwelling units
- (8) home based business

656.02 Floor Area Ratio

- (1) Maximum: 2.7 FAR
- (2) For clarity, FAR is calculated on total site area prior to any subdivisions or road dedications.

656.03 Conditions of Use

- (1) Dwelling units are restricted to rental tenure.

656.04 Setbacks

- (1) All property lines: 0 m

656.05 Building Height

- (1) Maximum: 36.5 metres
- (2) For clarity, elevator overruns, exterior mechanical equipment, solar panels and rooftop deck railings are excluded from building height.

656.06 Number of Storeys

- (1) Maximum: 9

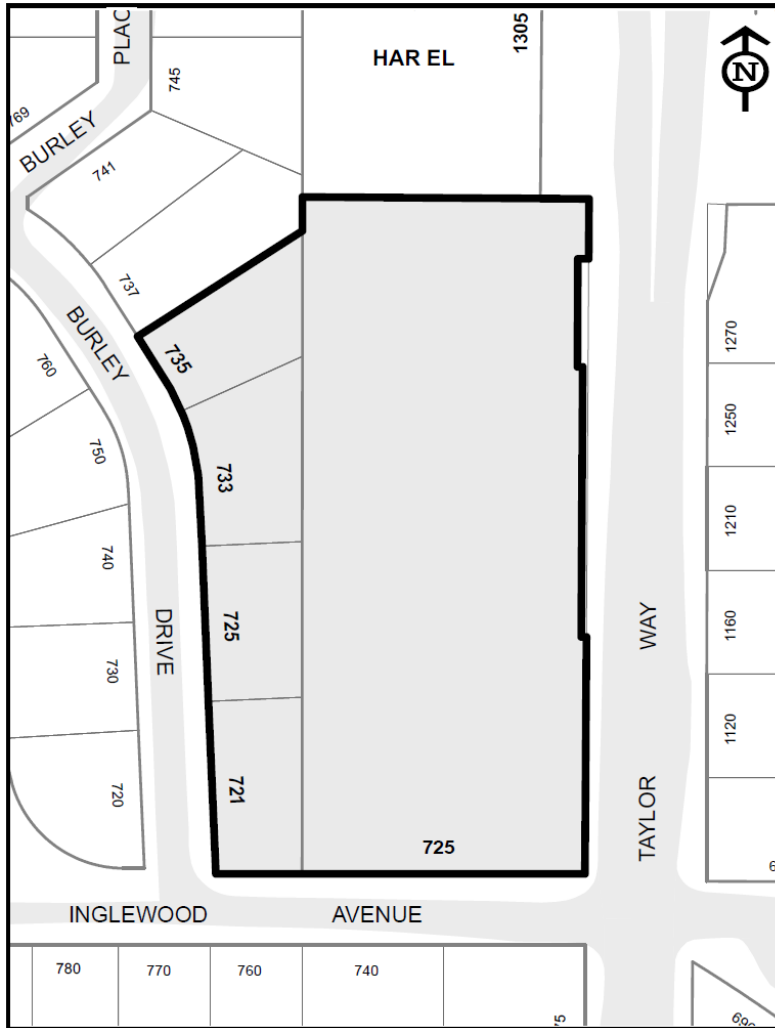
656.07 Off-Street Parking

- (1) Minimum of 345 parking spaces

Schedule B – Amendment to Zoning Bylaw No. 4662, 2010, Schedule A, Section 852, Schedule 2, Zoning Maps

Amendment to Zoning Bylaw No. 4662, 2010, Schedule A, Section 852, Schedule 2, Zoning Maps.

The area shown shaded on the map below is rezoned to CD56.



Area to be rezoned from PH1 and RS3 to CD56

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District of West Vancouver

**Phased Development Agreement
Authorization Bylaw No. 5462, 2026**
(Inglewood Care Centre)

Effective Date:

**Phased Development Agreement
Authorization Bylaw No. 5462, 2026**

Table of Contents

Part 1	Citation	1
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District of West Vancouver

Phased Development Agreement Authorization Bylaw No. 5462, 2026

A bylaw to enter into a Phased Development Agreement.

WHEREAS the Council of The Corporation of the District of West Vancouver may enter into a Phased Development Agreement with a developer; and

WHEREAS Council published notices of its intention to enter into a phased development agreement with Baptist Housing Oak Bay Care Society, and held a public hearing in respect of this bylaw in accordance with the *Local Government Act*;

NOW THEREFORE, the Council of The Corporation of the District of West Vancouver enacts as follows:

Part 1 Citation

- 1.1 This bylaw may be cited as Phased Development Agreement Authorization Bylaw No. 5462, 2026.

Part 2 Authorizes a Phased Development Agreement

- 2.1 Attached to this bylaw as **Schedule A** and forming part of this bylaw is a copy of a Phased Development Agreement between the District of West Vancouver and Baptist Housing Oak Bay Care Society (the “PDA”).
- 2.2 The Mayor and the Corporate Officer are authorized to execute the PDA on behalf of the District of West Vancouver and to execute and deliver such transfers, deeds of lands, plans and other documents as are required to give effect to the PDA.

Schedules

Schedule A – Phased Development Agreement

READ A FIRST TIME on May 27, 2026

PUBLICATION OF NOTICE OF PUBLIC HEARING on [Date]

PUBLIC HEARING HELD on [Date]

READ A SECOND TIME on [Date]

READ A THIRD TIME on [Date]

ADOPTED by the Council on [Date].

Mayor

Corporate Officer

PHASED DEVELOPMENT AGREEMENT

THIS AGREEMENT dated for reference _____,

2026 BETWEEN:

BAPTIST HOUSING OAK BAY CARE SOCIETY
and

(collectively the “**Owner**”)

AND

CORPORATION OF THE DISTRICT OF WEST VANCOUVER
750 17th Street
West Vancouver B.C.
V7V 3T3

(the “**District**”)

WITNESSES THAT WHEREAS:

A. The Owner is the registered owner of the lands located on Inglewood Avenue and Burley Drive, West Vancouver and legally described as:

009-929-070 Lot 6 District Lot 1070 Plan 8815

009-929-100 Lot 7 District Lot 1070 Plan 8815

009-929-495 Lot 8 District Lot 1070 Plan 8815

009-929-509 Lot 9 District Lot 1070 Plan 8815

015-956-407 The South East 1/4 Of District Lot 1070 Group 1 New Westminster
District Except, Firstly: The East 67 Feet, Now Road, Secondly: Part
On Highway Plan 29

(collectively the “**Lands**”);

B. The Owner has applied to the District for an amendment to the District’s land use bylaw by way of Zoning Bylaw No. 4662, 2010, Amendment Bylaw No 5461, 2026 (the “**Zoning Amendment Bylaw**”) to permit the development on the Lands of a range of residential and care facilities;

C. The Owner intends to consolidate the legal parcels into one lot and then register one or more subdivisions pursuant the *Land Title Act* to create one or more air space parcels and a remainder parcel (collectively the “**Subdivided Parcels**” and individually each a “**Subdivided Parcel**”);

D. The Owner considers that development of the Lands and or the Subdivided Parcels in accordance with the Zoning Amendment Bylaw is only viable if it obtains the protection regarding subsequent changes to the rules governing development that are provided herein; and

E. The Owner and the District wish to ensure that the provisions of the District's Zoning Bylaw as amended by the Zoning Amendment Bylaw continue to apply to the Lands and/or the Subdivided Parcels for the period more particularly set out in this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that pursuant to Part 14, Division 12 of the *Local Government Act*, and in consideration of the premises and covenants herein contained, the parties agree as follows:

Definitions

1. In this Agreement:

"BHOB" means Baptist Housing Oak Bay Care Society;

"Inglewood Layout" means a layout generally in keeping with that plan entitled Inglewood Site Layout dated April 22, 2026, attached as Schedule "A" to this Agreement;

"Minor Amendment" has the meaning given to it in Section 11;

"Official Community Plan" means the Official Community Plan of the District of West Vancouver;

"PDA Bylaw" means a bylaw authorizing the District to enter into this Agreement in accordance with Section 516 to 518 of the *Local Government Act*;

"Specified Provisions" means any and all provisions of:

- (a) the District of West Vancouver Zoning Bylaw No 4462, 2010 as amended by the Zoning Amendment Bylaw that regulate any of the following, in respect of the Lands and/or the Subdivided Parcels:
 - (i) the use of land, buildings and other structures,
 - (ii) the density of the use of land, buildings and other structures,
 - (iii) the siting, size and dimensions of
 - (A) buildings and other structures, and
 - (B) uses that are permitted on the land; and
 - (iv) the location of uses on the land and within buildings and other structures;

- (v) the shape, dimensions and area, including the establishment of minimum and maximum sizes, of parcels of land that may be created by subdivision; or
- (vi) the conditions that will entitle an owner to different density regulations.

“**Term**” means the term of this Agreement and is 10 years from the date of adoption of the PDA Bylaw.

Conditions Precedent

- 2. The obligations of the parties under this Agreement are subject to the Council of the District, in its sole and unfettered discretion, having adopted the Zoning Bylaw Amendment and the PDA Bylaw.

Development

- 3. Except as expressly provided in this Agreement, nothing in this Agreement shall relieve the Owner from any obligation or requirement arising under any applicable statute, bylaw or regulation in respect of the subdivision and development of the Lands, and without limiting the generality of the foregoing, the Owner shall remain fully responsible to ensure that the development of the Lands is in compliance with all requirements of the bylaws of the District, including those respecting building construction. Nothing in this Agreement shall affect the authority of the District to utilize any contractual, statutory or common law remedy it may have to enforce this Agreement.

The parties acknowledge that the District’s Approving Officer is an independent statutory officer and that nothing in this Agreement shall be interpreted as prejudicing or affecting the powers of the Approving Officer in respect of any application to subdivide the Lands.

Effect of changes to Specified Provisions

- 4. The parties agree that any changes made to the Specified Provisions will not be applicable to the development of the Lands for the Term.
- 5. Section 2 is subject to:
 - (a) the express limits set out at Section 516(6) of the *Local Government Act*;
 - (b) the termination of this Agreement under section 9 hereof; and,
 - (c) changes that the Owner agrees in writing shall apply.

6. For certainty and without limiting Section 5, the District agrees that any development permit or building permit that would be issuable in respect of the Lands on the date of adoption of the Zoning Amendment Bylaw will be issued throughout the term of this Agreement in accordance with (but subject to) any applicable official community plan or building regulation of the District, despite any amendment or repeal of the Specified Provisions that may otherwise prevent the issuance of the development or building permit.
7. This Agreement applies to the Lands and/or the Subdivided Parcels (including without limiting the foregoing all parcels created there from) and only the Lands and/or the Subdivided Parcels.

Termination and Expiry

8. The parties may terminate this Agreement at any time by written mutual agreement, subject to the Council of the District adopting a bylaw to terminate this Agreement in accordance with the same procedures, terms, and conditions required to adopt the PDA Bylaw.

Amendment

9. For the purpose of section 519 of the *Local Government Act*, “**Minor Amendment**” means any amendments made to the following provisions of this Agreement:
 - (a) provisions stipulating the timing of the subdivision application, provided that the change does not increase the time for application by more than one year;
 - (b) provisions relating to the terms of the covenants and statutory right of way granted concurrently with or a condition of the Zoning Amendment Bylaw;
 - (c) other provisions of this Agreement which do not fall within the list of amendments under section 519(3) of the *Local Government Act*.
10. No amendment to this Agreement shall be effective unless it is made in writing and is duly executed on behalf of both parties.

Subdivision or Strata Titling of the Lands

11. No Owner may subdivide or strata title the Lands unless concurrently with the subdivision or strata titling the Owner grants the District a covenant under Section 219 of the *Land Title Act* restricting the use of the Land and the construction of buildings and structures on the Lands such that the regulations contained in the Zoning Amendment Bylaw in respect to the Lands are made applicable to the individual parcels created by the subdivision or strata titling in a manner satisfactory to the District acting reasonably.

Assignment

12. Where a parcel is created by way of a subdivision or strata titling, and the parcel is subsequently sold by the Owner, the Owner may assign this Agreement, insofar as the parcel is concerned, to the subsequent owner of the parcel, provided that:
 - (a) the assignee expressly accepts the indemnity and release provisions of this Agreement (and for certainty, for the purposes of section 517(5) of the *Local Government Act*, the “class of persons” to whom this Agreement may be assigned is subsequent owners of individual subdivided parcels);
 - (b) the assignee has executed and delivered to the District a notice of assumption and has entered into an assignment agreement with the Owner assigning this Agreement.

Indemnity and Release

13. BHOB shall indemnify and keep indemnified the District from any and all claims, causes of action, suits, demands, fines, penalties, costs, deprivation, expenses or legal fees whatsoever, whether based in law or equity, whether known or unknown, which anyone has or may have against the District or which the District incurs as a result of any loss, damage or injury, including economic loss or deprivation, arising out of or connected with this Agreement, including the restrictions and requirements of this Agreement, or any breach by the Owner of any covenant in this Agreement.
14. BHOB hereby releases, saves harmless and forever discharges the District of and from any claim, causes of action, suits, demands, fines, penalties, costs, deprivation, expenses or legal fees whatsoever which the Owner can or may have against the District, whether based in law or equity, whether known or unknown, for any loss, damage, or injury, including economic loss or deprivation, that the Owner may sustain or suffer arising out of or connected with this Agreement, including the restrictions and requirements of this Agreement, or any breach by the Owner of any covenant in this Agreement.
15. The indemnity and release provisions of sections 14 and 15 shall survive the expiry or termination of this Agreement.

Non-conforming use protection

16. Nothing in this Agreement is intended to limit, or does limit, any non-conforming use protection that may arise in connection with the subdivision and development of the Lands in keeping with the Inglewood Layout, including with respect to the doctrine of “commitment to use”. This section is not intended to suggest that the Owner will have the benefit of any non-conforming use protection if the District terminates this Agreement under section 9, unless the Owner has obtained a Minor Amendment in respect of late compliance and the termination relates to late compliance within the terms of the Minor Amendment. If the Owner breaches this Agreement, and it is terminated, the Owner agrees such is unequivocal evidence that it has abandoned its commitment to the intended use and the doctrine of “commitment to use” will no longer apply; this provision shall survive termination of the Agreement.

Binding Effect

17. This Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective successors and permitted assigns. Subject to the terms of an assignment hereunder, the Owner's obligations and rights under this Agreement shall continue in effect notwithstanding any transfer of title to all or part of the Lands.

Further Acts

18. The parties shall do all further acts as may be necessary for carrying out this Agreement, including without limitation execution of all required documentation, including all required documents related to the schedules hereto.

Time of the Essence

19. Time is of the essence of this Agreement.

Force Majeure

20. All obligations of the parties shall be suspended so long as the performance of such obligation is prevented, in whole or in part, by reason of labour dispute, fire, act of God, unusual delay by common carriers, earthquake, act of the elements, riot, civil commotion or inability to obtain necessary materials on the open market, and the period in which any party is required to perform any such obligation is extended for the period of such suspension. The impact of the Owner's financial circumstances upon the Owner's ability to perform this agreement does not suspend the Owner's obligations under this Agreement. This provision does not and cannot extend the Term.

No Waiver

21. No provision of this Agreement is to be considered to have been waived by a party unless the waiver is expressed in writing by the party. The waiver by a party of any breach by another party of any provision is not to be construed as or constitute a waiver of any further or other breach.

No Other Agreements

22. This Agreement is the entire agreement between the parties regarding its subject. It is mutually understood, acknowledged and agreed by the parties that the District has made no representations, covenants, warranties, guarantees, promises or agreements (oral or otherwise) with the Owner other than those contained in this Agreement.

Public Body

23. Nothing in this Agreement shall be construed as affecting or influencing in any way the decision of the Council of the District with respect to the adoption of the Zoning Amendment Bylaw.

24. Unless expressly noted in accordance with the *Local Government Act*, nothing in this Agreement shall relieve the Owner from any obligation or requirement arising under any applicable statute, bylaw or regulation in respect of the development of the Lands.
25. 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 powers, duties or functions under the *Community Charter* or the *Local Government Act* or any of its bylaws, all of which may be fully and effectively exercised in relation to the Lands as if this Agreement has not been executed and delivered to the Owner, subject only to section 516 of the *Local Government Act*.

Dispute Resolution

26. If a dispute arises between the parties in connection with this Agreement, the parties agree to use the following procedure as a condition precedent to any party pursuing other available remedies:
 - (a) either party may notify the other by written notice (“**Notice of Dispute**”) of the existence of a dispute and a desire to resolve the dispute by mediation;
 - (b) a meeting will be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute;
 - (c) if, within forty-eight (48) hours after such a meeting or such further period as is agreeable to the parties (the “**Negotiation Period**”), the parties have not succeeded in negotiating a resolution of the dispute, they agree to submit the dispute to mediation and to bear equally the costs of mediation;
 - (d) the parties will jointly appoint a mutually acceptable mediator (who must be an expert in the subject matter of the dispute), within forty-eight (48) hours of the conclusion of the Negotiation Period;
 - (e) the parties agree to participate in good faith in the mediation and negotiations related thereto for a period of thirty (30) days following appointment of the mediator or for such longer period as the parties may agree. If the parties are not successful in resolving the dispute through mediation or if the mediation has not commenced within fourteen (14) days following the appointment of the mediator or if the parties cannot agree upon the mediator appointment, then the parties agree that the dispute will be settled by a single arbitrator in accordance with the *Commercial Arbitration Act*, R.S.B.C. 1996, Chapter 55, as amended. The decision of the arbitrator will be final and binding and will not be subject to appeal on a question of fact, law, or mixed fact and law; and
 - (f) the costs of mediation or arbitration will be awarded by the mediator or arbitrator in his or her absolute discretion.

27. In no event shall the foregoing be construed as impeding or affecting the District's authority to enforce its zoning bylaw and other regulatory bylaws.

Notice

28. 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 provided in writing.

Representations and Warranties

29. All representations and warranties set forth in this Agreement and all provisions of this Agreement, the full performance of which is not required prior to the termination of this Agreement, shall survive any such termination and be fully enforceable thereafter.

Legal Fees

30. The Owner shall promptly on receipt of an invoice from the District reimburse the District for its reasonable legal and appraisal fees incurred in relation to the development of the Lands.

Counterpart

31. This Agreement may be executed in counterpart with the same effect as if both parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement.

Severability

32. If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.

Schedules

33. The following schedules are annexed to and form part of this Agreement:

Schedule "A" – Inglewood Site Layout

Interpretation

34. In this Agreement:
- (a) the headings and captions are for convenience only and do not form a part of this Agreement and will not be used to interpret, define or limit the scope, extent or intent of this Agreement or any of its provisions;

- (b) the word “including” when following any general term or statement is not to be construed as limiting the general term or statement to the specific items or matters set forth or to similar terms or matters but rather as permitting it to refer to other items or matters that could reasonably fall within its scope;
- (c) a reference to currency means Canadian currency;
- (d) a reference to a statute includes every regulation made pursuant thereto, all amendments to the statute or to any such regulation in force from time to time and any statute or regulation that supplements or supersedes such statute or any such regulation;
- (e) a reference to time or date is to the local time or date in West Vancouver, British Columbia;
- (f) a word importing the masculine gender includes the feminine or neuter, and a word importing the singular includes the plural and vice versa;
- (g) a reference to approval, authorization, consent, designation, waiver or notice means written approval, authorization, consent, designation, waiver or notice; and
- (h) a reference to a section means a section of this Agreement, unless a specific reference is provided to a statute.

35. This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

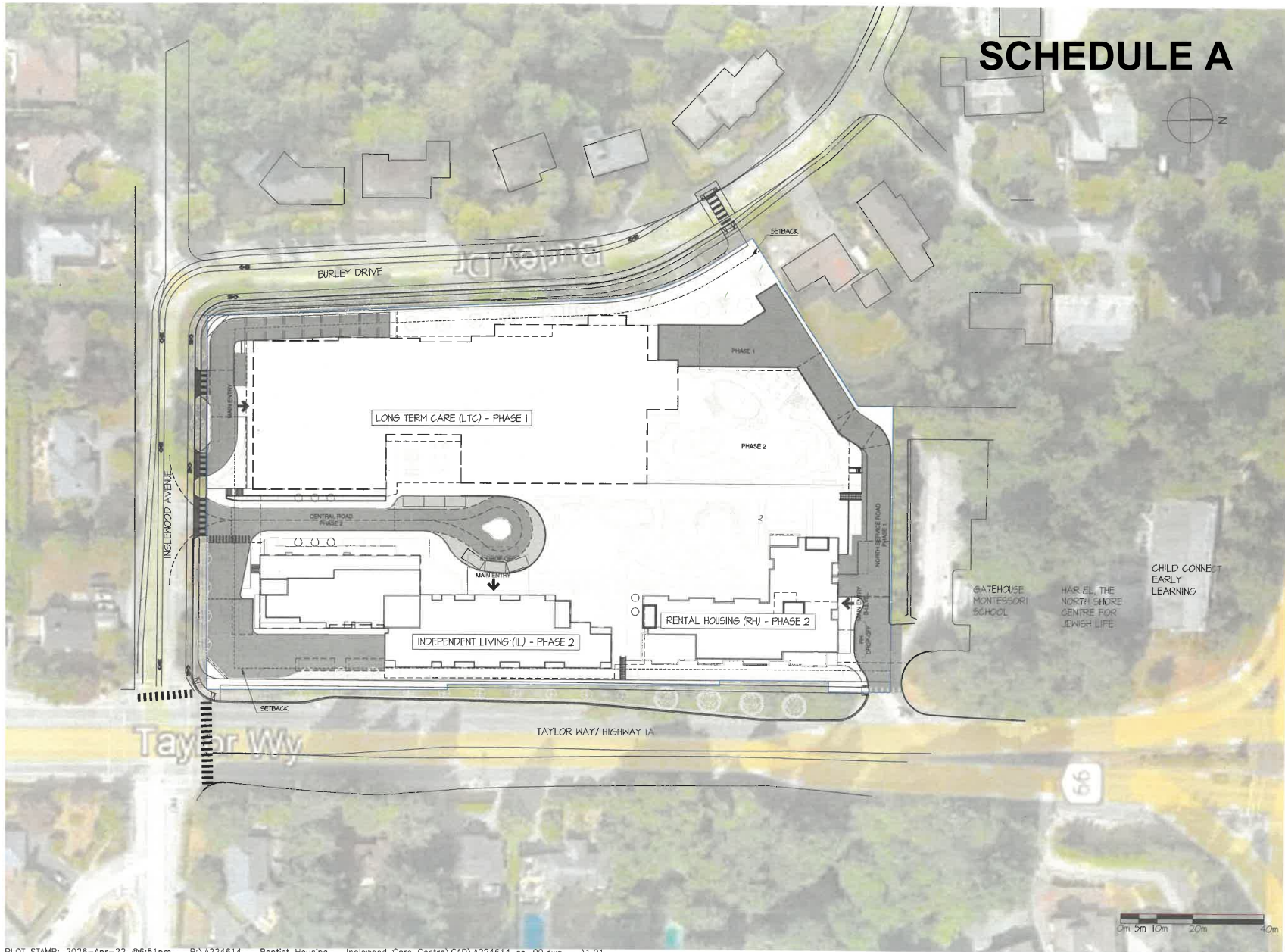
IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first written above.

**BAPTIST HOUSING OAK BAY CARE
SOCIETY**

Per: _____
(Authorized Signatory)

**CORPORATION OF THE DISTRICT OF
WEST VANCOUVER**

Per: _____
(Authorized Signatory)



PLOT STAMP: 2026-Apr-22 @6:51pm - P:\A224614 - Baptist Housing - Inglewood Care Centre\CAD\A224614 sp-00.dwg - A1.01

SCHEDULE A

dys architecture
260 - 1770 Burrard Street Vancouver BC V6J 3G7
201 - 560 Johnson Street Victoria BC V8W 3C6
tel 604 669 7710 www.dysarchitecture.com

CLIENT



BAPTIST HOUSING

NO. | DATE | ISSUE

- 1 | 2025-11-12 | AMENDMENT TO REZONING APPLICATION
- 2 | 2026-04-22 | AMENDMENT TO REZONING APPLICATION #2

NO. | DATE | REVISION

PROJECT

**BAPTIST HOUSING
INGLEWOOD CARE CENTRE**

725 INGLEWOOD AVE
WEST VANCOUVER, BC

MASTER PLAN

This drawing, as an instrument of service, is the property of the architect and may not be reproduced, without their permission, and provided always that any production carries their name. All drawings and other information shown on this drawing are for use on the specified project only and shall not be used otherwise without written permission of the architect. Information of any kind for the architect up to the date of issue of this drawing is a condition precedent to the use thereof.

Written dimensions shall have precedence over scaled dimensions. Construction shall verify and be responsible for all dimensions and conditions on the job and any construction shall be informed of any variation from the dimensions and conditions shown on the drawings. Every drawing shall be submitted to the architect for review before proceeding with fabrication.

PROJECT A224614
DRAWN GD CHECKED DJ
SCALE 1:500
DATE April 22, 2026

A1.01

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District of West Vancouver

Development Cost Charges Waiver
Bylaw No. 5463, 2026
(Inglewood Care Centre)

Effective Date:

**Development Cost Charges Waiver
Bylaw No. 5463, 2026**

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District of West Vancouver

Development Cost Charges Waiver Bylaw No. 5463, 2026

A bylaw to waive Development Cost Charges.

WHEREAS the Council of The Corporation of the District of West Vancouver deems it expedient to provide for waiving Development Cost Charges (DCCs) pursuant to section 563 of the *Local Government Act* for eligible developments in the following category:

- (a) not-for-profit rental housing, including supportive living housing.

NOW THEREFORE, the Council of The Corporation of the District of West Vancouver enacts as follows:

Part 1 Citation

- 1.1 This bylaw may be cited as Development Cost Charges Waiver Bylaw No. 5463, 2026.

Part 2 Eligible Development

- 2.1 “Eligible Development” includes:
 - 2.1.1 Housing owned and managed by a public body, a non-profit society registered in BC or a charity registered in Canada or housing in which occupants are provided with the support or assistance they require to meet their daily needs and carry out daily activities.

Part 3 Waiver of Development Cost Charges

- 3.1 Council may waive or reduce development cost charges for “Eligible Development”.
- 3.2 The development cost charges that would otherwise be payable for housing that is an Eligible Development under s. 2.1.1 of this Bylaw at 725 Inglewood Avenue and 721, 725, 733 and 735 Burley Drive, West

Vancouver, and is owned and operated by Baptist Housing Oak Bay Care Society are hereby reduced to \$0.

READ A FIRST TIME on May 27, 2026

READ A SECOND TIME on [Date]

READ A THIRD TIME on [Date]

ADOPTED by the Council on [Date].

Mayor

Corporate Officer