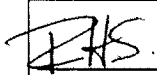
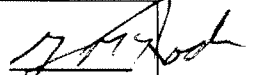


COUNCIL AGENDA/INFORMATION		
<input type="checkbox"/> Closed	Date: _____	Item # _____
<input checked="" type="checkbox"/> Reg. Council	Date: <u>JULY 7, 08</u>	Item # <u>5</u>
<input type="checkbox"/> Supplemental	Date: _____	Item # _____

 Director	 CAO
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DISTRICT OF WEST VANCOUVER  
750 – 17<sup>TH</sup> STREET, WEST VANCOUVER, BC V7V 3T3

On Table

# COUNCIL REPORT

Date: June 30, 2008 File: 1010-20-01-007  
 From: Geri Boyle, Manager, Community Planning  
 Subject: **Rodgers Creek Area: Official Community Plan Bylaw No. 4360, 2004, Amendment Bylaw No. 4567, 2008; Zoning Bylaw No. 2200, 1968, Amendment Bylaw No. 4568, 2008; and Phased Development Agreement Authorization Bylaw No. 4569 (Rodgers Creek Area), 2008**

## RECOMMENDED THAT:

1. Opportunities provided for consultation on a proposed Rodgers Creek Official Community Plan amendment, with persons, organizations and authorities as outlined in the June 30, 2008 report from the Manager, Community Planning be endorsed as sufficient consultation for the purposes of Section 879 of the Local Government Act;
2. Official Community Plan Bylaw No. 4360, 2004, Amendment Bylaw No. 4567, 2008, as attached to the report from the Manager, Community Planning dated June 30, 2008 be introduced and read a first and second time in short form;
3. Official Community Plan Bylaw No. 4360, 2004, Amendment Bylaw No. 4567, 2008, as attached to the report from the Manager, Community Planning dated June 30, 2008 has been considered in conjunction with the District's most recent financial plan and the regional waste management plan;
4. Zoning Bylaw No. 2200, 1968, Amendment Bylaw No. 4568, 2008, as attached to the report from the Manager, Community Planning dated June 30, 2008 be introduced and read a first and second time in short form;
5. Phased Development Agreement Authorization Bylaw No. 4569 (Rodgers Creek Area), 2008, as attached to the report from the Manager, Community Planning dated June 30, 2008 be introduced and read a first and second time in short form;
6. The Municipal Clerk be directed to give statutory notice that a Public Hearing regarding "Official Community Plan Bylaw No. 4360, 2004, Amendment Bylaw No. 4567, 2008; Zoning Bylaw No. 2200, 1968, Amendment Bylaw No. 4568, 2008; and Phased Development Agreement Authorization Bylaw No. 4569 (Rodgers Creek Area), 2008" is scheduled for Monday July 28, 2008 at 7 p.m. in the Municipal Hall Council Chamber; and

7. Statutory notice be expanded beyond 100m of the lands proposed for rezoning and include the lands shown on the map in Appendix A attached to the report from the Manager, Community Planning dated June 30, 2008.

## **Purpose**

To provide Council with proposed bylaws implementing Option B of the Rodgers Creek Area Development Plan described in the Overview Report dated March 7, 2008 and a final community benefit package. This report presents three bylaws to implement the proposed plan:

- a proposed Official Community Plan (OCP) amendment bylaw including development permit guidelines,
- a proposed Zoning amendment bylaw, and
- a proposed Phased Development Agreement (PDA) authorization bylaw which secures community benefits.

## **1.0 Background**

### **1.1 Prior Council Consideration and Resolutions**

May 5, 2008 – Council directed staff to prepare draft bylaws regarding the Rodgers Creek Area based on Option B as recommended by the Rodgers Creek Area Plan Working Group and to work further on a final community benefit package.

At the same meeting Council endorsed the construction of a truck traffic route from Chippendale Road to Cypress Bowl Road for purposes of managing truck traffic in Whitby Estates and Taylor's Lookout and waived the requirement for a development permit for this work.

April 14, 2008 – Council instructed staff to report back by May 5, 2008 regarding the questions raised by Council with respect to the Rodgers Creek Area Development Plan: density, fiscal impact, public amenity contribution traffic impacts and management of heavy vehicle truck traffic while the project is built. Council also referred the proposed plan to the Community Dialogue on Neighbourhood Character and Housing Working Group for information.

April 10, 2008 – Council Workshop on the Rodgers Creek Area Development Plan with presentations on the following:

- The Rodgers Creek Area Development Plan, Overview Report dated March 7, 2008 prepared by the landowners
- The Rodgers Creek Fiscal Impact Report dated April 2008 commissioned by the District
- The Rodgers Creek Traffic Impact Study, Final Report dated March 2008
- Report from the Manager of Community Planning dated April 9, 2008 on the current status of the proposed Community Benefits and Public Amenities for Rodgers Creek
- The recommendations of the Rodgers Creek Working Group

## **2.0 Policy**

### 2.1 Bylaw

The Official Community Plan (OCP), Policy Section 7 provides policies to guide the development of the Upper Lands – objectives for the Upper Lands, four community building principles, a framework for identifying and acquiring public lands to meet long term community needs, and development strategies.

The four community building principles which are to guide all actions in the Upper Lands are:

1. create a strong community
2. establish a sensitivity and connection to the natural environment and mountain qualities
3. encourage a diverse community
4. focus on environmental and economic sustainability

The OCP also provides that Area Development Plans be prepared “in order to establish future land use and development objectives for neighbourhoods ...”. The scope of an Area Development Plan is set out in Policy UL6.

- 2.2 Corporate Business Plan (2006-2008) Special Projects, Goal 2: Rodgers Creek Plan – Work with British Pacific Properties to create a sustainable plan for the development of Rodgers Creek

## **3.0 Analysis**

### 3.1 Community Benefits

To assist Council, the community and staff in considering proposed community benefits on the Rodgers Creek Area rezoning, S. Cawley of Burgess Cawley Sullivan and Associates was retained to examine the change in land value as a consequence of going from the current zoning of the land to the proposed Option B.

The independent consultant undertook a Residual Land Value Approach to determine the land value based on existing zoning and the land value based on Option B. The consultant describes this approach as follows:

*“The Residual Approach to land value essentially first determines the serviced value of the lots or parcels of land and subtracts costs associated with servicing the property over time including the cost of building out the subdivision, the cost of designing, marketing and selling the subdivision, the cost of financing the land and developer’s profit which reflects his cost of money, risk of market changes, timing of absorption etc. The serviced value of the land is based upon the Market Comparison Approach.”*

The price or value of land per buildable foot in each scenario is the key variable in the formulae. It is the price per square foot of land that a developer is willing to pay.

Applying the Residual Approach, the consultant concludes:

*“the gross revenue based upon the existing scenario is higher than Option B even though there are more units in Option B. This is because the buildable area has essentially not changed.”*

The independent consultant then assesses the reasonableness of the proposed amenity package [see section 3.2 of this report under *Proposed Phased Development Agreement*], considering several other master planned communities; specifically East Fraserlands in Vancouver and Millennium’s Evelyn Drive Project. These projects are not identical to the Rodgers Creek project. For example, the East Fraserlands site involves a rezoning from industrial to residential/commercial with a major increase in square footage and the Evelyn project is not a greenfield site like Rodgers Creek. The consultant concludes, *“The total benefit package currently “on the table”, on a “per unit” basis is more than fair ...”* including in comparison with other master planned communities. The report of the consultant is attached as Appendix B.

### 3.2 The Three Bylaws

#### *Proposed OCP Amendment Bylaw*

The OCP amendment bylaw succinctly describes the Rodgers Creek Area Development Plan and sets out development permit guidelines for the Rodgers Creek Area. Also, several maps in the OCP are updated to show the current alignment of the Chippendale extension (1000’ connector) to Cypress Bowl Road.

#### *Proposed Zoning Amendment Bylaw*

The Comprehensive Development Zone Three (CD3) is proposed to implement Option B of the Rodgers Creek Area Development Plan described in the Overview Report dated March 7, 2008. The proposed zone applies to all 215 acres and divides the land into 6 areas, corresponding to the 6 neighbourhoods identified in the Overview Report. It provides land use, density and other regulations that are reflective of the plan presented in the Overview Report and the objectives of the community for the Upper Lands.

The following discussion identifies significant aspects of the proposed CD3 zone.

- Land Use – the proposed CD3 zone reflects the Overview Report with regard to principal land use, but does not allow for Accessory Housing. The Rodgers Creek Area Plan Working Group strongly supported encouraging such housing, but the details of how this could happen on a lot is a piece of work beyond the staff resources currently available to the Rodgers Creek project. Further, the Neighbourhood Character and Housing Dialogue Working Group (the ‘Dialogue Working Group’) is considering the matter of accessory housing for the District and it is staff’s recommendation that this subject be addressed for the community as a whole rather than just the Rodgers Creek Area. The Dialogue Working Group will be reporting to Council in early Fall 2008.

The current Zoning Bylaw definitions dealing with child care are out of date and cumbersome. The proposed CD3 zone incorporates the definition of child care being considered by the Child Care Services Working Group. Introducing this new definition to the proposed CD3 zone streamlines future amendment of the

general Zoning Bylaw as it relates to child care. The Child Care Services Working Group will be reporting to Council in late July 2008.

- Density – two density regulations are provided in the proposed CD3 zone: (i) a maximum total floor area and a maximum number of dwelling units in each Area; and (ii) a maximum Floor Area Ratio for single family and two-family lots.

The maximum floor area and number of units for the entire CD3 zone are taken directly from the Overview Report. A minor shifting of floor area between Areas has been incorporated at the request of the Developer; specifically, Area 3 increases (by 8,000 sq. ft.) from 305,500 sq. ft. in the Overview Report to 313,500 sq. ft. in the proposed CD3 zone and the square footage allowed in Area 4 decreases (by 8,000 sq. ft.) from 252,600 sq. ft. to 244,600 sq. ft. The proposed zone also provides for future shifting of density and units between Areas without compromising the plan and provided the aggregate total does not exceed the maximums allowed. In order to provide certainty to future owners on the floor area and units permitted on their lot, covenants allocating density to each lot will be necessary at the time of subdivision.

- Measuring Density – on single family and two family lots the proposed CD3 zone departs from the general Zoning Bylaw. In the proposed CD3 zone, floor area exclusions are limited; for example, large covered decks are permitted, but they count as floor area when they are greater than 6% of the building floor area or total more than 300 square feet (whichever is less) and floor area below average grade is no longer excluded. Consequently, defined floor area for single and two family lots will be close to actual floor area. This approach to determining floor area is consistent with the way floor area was dealt with in the Overview Report.
- Diversity of Housing – the proposed CD3 zone establishes a minimum and/or maximum percentage of single family and apartments in each Area and requires that a minimum percentage of apartment units in each Area have a floor area of 1000 square feet or less.
- The minimum 10% perimeter fronting a street requirement – this is a requirement of the Local Government Act, Section 944. Council has authority to: waive the requirement; provide an alternative requirement; or delegate the authority to waive this requirement to the Approving Officer. The proposed CD3 zone delegates to the Approving Officer the authority to waive the 10% perimeter requirement for lots in the CD3 zone. This provision is proposed in order to streamline the process. Council will continue to be the approval authority for all development permits.
- Site Coverage and Yards for Single Family lots – these regulations vary by size of lot. For example, a 7,200 sq. ft. lot is allowed a Site Coverage of 35% and must provide a rear yard of 25 feet; while an 11,000 sq. ft. lot is allowed Site Coverage of 25% and must provide a rear yard of 40 feet (by way of comparison, an 11,000 sq. ft. lot in the RS7 zone is allowed Site Coverage of 30% and must provide a rear yard of 30 feet).
- Parking – a minimum and maximum number of vehicle parking spaces is proposed for apartment and cluster housing, and visitor vehicle parking must

equal at least 20% of the total number of apartment and cluster housing units on a site. Also, cluster housing and apartments are required to provide two secure bicycle storage spaces for each dwelling unit.

- Garbage and Recycling Handling Facilities – to ensure adequate space is available to support recycling, the proposed CD3 zone establishes minimum size requirements for such facilities in apartment buildings.

The proposed CD3 zone is a best effort to set out regulations which achieve the development described in the Overview Report; nevertheless, it does have some limitations. Zoning when created to deal with an existing lot and a specific building that has been developed to the pre-construction drawing stage can be very precise. Zoning for 215 acres of land, as is the case with the Rodgers Creek plan, is quite different. In this instance, zoning is a 'blunt' tool, as site, lot and building specifics are relatively unknown. It is for this reason that staff anticipate that requests may be made at the development permit stage to vary provisions of the proposed CD3 zone (other than use and density). These requests will have to be considered on a case-by-case basis and in terms of whether the variance is consistent with community objectives.

#### *Proposed Phased Development Agreement (PDA) Bylaw*

Phased Development Agreements were provided for in the Local government Act in June 2007. These agreements must be implemented by bylaw, require a Public Hearing and must be available for public inspection. The PDA provides a framework whereby a Developer and Local Government may enter into an agreement that:

- provides the Developer with protection for up to 10 years from future zoning amendments; and
- provides the Local Government with amenities and other development features outside of the limited amenity/density provision of other sections of the Local Government Act.

The proposed PDA for Rodgers Creek provides the Owner/Developer with certainty that the land use and density of the proposed CD3 zone would not change for 10 years from the date of adoption of the CD3 zone, except with the written agreement of the Owner. As noted in the discussion above on the Proposed Zoning Amendment Bylaw [*see first bullet dealing with Land Use*], staff anticipate that the Dialogue Working Group may be recommending possible Zoning Bylaw changes with respect to Accessory Housing. In order to apply these changes to the Rodgers Creek Area the proposed PDA gives consent to land use changes that would allow (rather than require) such Accessory Housing in the Rodgers Creek Area.

The proposed PDA secures the following amenities for West Vancouver:

1. \$7,940,000 to be paid in 5 instalments to a District reserve fund:
  - ~ \$1 million at time of rezoning;
  - ~ \$1 million concurrent with Development Permit approval for Area 1;
  - ~ \$1 million concurrent with Development Permit approval for Area 2;
  - ~ \$2.5 million prior to the issuance of a building permit for the 245<sup>th</sup> dwelling unit; and
  - ~ \$2.44 million prior to the issuance of a development permit for Area 6;

2. A serviced site in Area 6 of approximately 0.8 acres between Cave Creek (tributary west) and Cave Creek (tributary east) that could support 55 units in a mid-rise building with a gross area of approximately 66,000 sq. ft. (excluding parking) concurrent with the development of Area 6;
3. The extension of Chippendale Road to Cypress Bowl Road within 18 months of the date of adoption of the proposed CD3 zone [*staff comment: this is consistent with Council's May 5, 2008 approval of the truck traffic routing plan*];
4. The mountain path, activity nodes, environmental enhancement, open space and trails described in the Overview Report as each Area develops;
5. The mountain bike trail known as Sex Boy is to be available to mountain bike users until such time as development of Area 6 takes place. This is to be achieved via BPP providing the District with a temporary right-of-way for the trail within 6 months of the date of adoption of the proposed CD3 zone;
6. Road standards as described in the Overview Report;
7. The dedication of a right-of-way providing highway access from lower Cypress Bowl Road west of Pipe Creek to land to the east of Pipe Creek immediately north of lower Cypress Bowl Road including construction of the bridge described in the Overview Report;
8. The green building and building accessibility standards set out in the Overview Report. Further, if provincial or District laws are introduced that are more onerous these new standards are to apply if they provide a greater level of protection to the environment or greater accessibility to persons with disabilities;
9. Integrated storm water management plans are to be prepared for Pipe, Westmount and Cave watersheds and the recommended works agreed to by the District are to be constructed; and
10. Wildland fire management plan(s) are to be prepared and implemented as agreed to by the District.

The community benefits package includes rough grading of McGavin Field to a larger playfield with parking area. This is to be secured through the McGavin Playing Field Fill Site Agreement.

### 3.3 Environmental Implications

One of the four Community Building Principles of the OCP for Future Neighbourhoods is "*Establish a sensitivity and connection to the natural environment and mountain qualities*". The Rodgers Creek Area Plan has been developed on the basis of 'letting the landscape inform the plan'. In this case, the landscape has been more than a backdrop for development. It has directed the plan by:

- being the key determinant of where development should and should not go,
- shaping the form of buildings through design principles for achieving a fit of buildings to the land, and
- reinforcing an environmentally sensitive approach to construction of roads across creeks and trails through sensitive terrain.

To achieve this outcome, extensive technical work was done: watercourses and archaeological resources were assessed; landscape, heritage and recreational

resources were identified; and geotechnical and topographical conditions reviewed. Once completed, the inventory and assessment maps were overlaid in a process referred to as a 'sieve analysis' to reveal the complex interrelationships among many factors in the landscape and to identify areas where development planning should focus. Amongst other things, this process has allowed watercourses and their riparian areas to be preserved, habitat to be protected and steeper slopes to be avoided. The Rodgers Creek Area Plan Working Group commended the owners and District staff for adhering faithfully to the direction set out in the OCP.

### 3.4 Social Implications

The proposed bylaws that would implement the Rodgers Creek Area Plan (Option B) include a number of social initiatives:

1. a diversity of housing both in terms of unit sizes (for example, at least 20% of the dwelling units would be under 1000 sq. feet in size) and unit type (apartments, cluster housing, townhouses, two-family housing and single family housing);
2. adaptable housing design as a key component of apartments;
3. a mountain pathway and trail network that links neighbourhoods and includes places and destinations with multiple and diverse activities.

### 3.5 Sustainability

The Working Group strongly supported all the sustainability initiatives set out in the Overview Report, commenting as follows:

*"The proposed Area Plan sets a new standard for sustainable development of a project of this size – 55% of the planning area is retained as conservation areas, environmentally sensitive areas are protected, a diversity of housing is proposed, neighbourhoods have a variety of land uses, a Mountain Path and trail network that links neighbourhoods is provided, and 'green' building and infrastructure are proposed."*

To ensure the development is not 'left behind' as new technology and standards emerge, the Phased Development Agreement (PDA) includes a provision that if Provincial or District laws are introduced that are more onerous than those set out in the PDA, these new standards are to apply if they provide a greater level of protection to the environment or greater accessibility to persons with disabilities.

## 4.0 The Process of Bylaw Consideration

### 4.1 Consultation on OCP Amendment

The Local Government Act Section 879 requires that one or more opportunities be provided for appropriate consultation with persons, organizations and authorities Council considers will be affected by an OCP amendment. It also requires that Council consider whether the consultation opportunities will be early and on-going and whether consultation is required with the entities list in Section 879.2(b). – see Appendix F.



**A Council resolution confirming the appropriateness of the consultation program is necessary.**

*Upper Lands Report 2001*

Planning for development of the Rodgers Creek Area has taken place over many years and with extensive community involvement. The initial proposal for development, known as 'Rodgers West', was presented in 1995 and Council deferred the application pending a review of all policy for the Upper Lands including policy related to development, parks and old growth areas. This review was lead by the Upper Lands Steering Committee, an advisory group of citizens and landowners appointed by Council. The result of this review was the Upper Lands Report, which was adopted by Council in 2001. The Report was both a vision for the Upper Lands and a process for future actions and plans built upon an environmental framework and social sustainability. The Upper Lands Report was built into the new Official Community Plan which was created through extensive community involvement over a three year period and adopted in 2004.

*Rodgers Creek Working Group and Community Open Houses*

The Rodgers Creek Area Development Plan was prepared under the direction of the Rodgers Creek Area Plan Working Group, established by Council's Community Engagement Committee in January 2007. The Working Group consisted of 9 community volunteers from a variety of backgrounds and included a representative of the West Vancouver Streamkeepers, two architects, an engineer, a planner and a developer. It was charged with envisioning a future community for the Rodgers Creek Area and providing expert advice in preparing a plan for the area consistent with the direction set out in the Official Community Plan.

The Working Group carried out its responsibilities in public and invited public comment at the end of each meeting. The Working Group held two Open Houses during the plan preparation process. The first Open House was held on June 20, 2007. The purpose of this Open House was twofold: first, to advise the community that a plan was being prepared and to outline the plan preparation process; and secondly, to invite the community to provide comments on the work done to date, including identifying information gaps that should be addressed. The second Open House was held December 4, 2007. The objective of this Open House was to provide the community with an opportunity to review and provide input on the options being considered for the Rodgers Creek Area.

Throughout the planning process, the District's website provided information on the progress of the Working Group.

*Recreation Groups*

After the first Open House a series of meetings was held with recreation groups to obtain complete information on recreation activities in and adjacent to the planning area, and to better understand the concerns of these groups. These meetings were organized by staff, with the proponents and their consultants, and Working Group members attending from time to time.

#### *April 10, 2008 Council Workshop*

Finally, the proposed plan was presented at the April 10, 2008 Council Workshop. Through newspaper ads and letters to adjacent owners, the public was invited to attend the Council Workshop to hear about the proposed plan and provide comments.

#### *Other Agencies*

The Federal Department of Fisheries and Oceans and the Provincial Ministry of Transportation have been consulted during the plan preparation process.

#### *School Board*

Should Council decide to proceed to Public Hearing with the proposed OCP and zoning amendment bylaws for the Rodgers Creek area, the proposed bylaws will be forwarded to the School Board for comment as part of the Public Hearing process.

#### *First Nations*

The proposed development area lies within the asserted traditional territories of the Musqueam Indian Band, Squamish Nation, Sto:lo Nation, Tsawwassen First Nation and Tsleil-Waututh First Nation. Accordingly, an archaeological assessment of the Rodgers lands was undertaken as part of the technical review of the lands. The assessment was conducted by Golder Associates under Heritage Conservation Act Permit 2007-435, Squamish Nation Archaeological Investigation Permit #07-0208, and Sto:lo Heritage Investigation Permit #2007-18. The objectives of the archaeological assessment were to:

1. identify and evaluate archaeological resources within the proposed development area;
2. identify and evaluate potential adverse impacts to archaeological sites that might result from the proposed development; and
3. recommend viable options for managing potential adverse impacts to any identified sites.

The consultant concluded that, as a result of the archaeological field program, no archaeological materials were identified within the property boundaries and as such no additional archaeological work was recommended.

#### 4.2 Consideration of OCP Amendment

The Act requires that, after first reading and before Public Hearing of an OCP amendment, Council must, consider the plan in conjunction with:

- (i) its financial plan, and
- (ii) any waste management plan that is applicable in the municipality or regional district.

#### *Financial Implications*

The financial plan for the District is the long term capital plan and operating budget.

The fiscal impact of the proposal was examined in the Rodgers Creek Fiscal Impact Report dated April 2008. This study was commissioned by the District of West Vancouver and prepared with the input of the District's Executive Committee (i.e., the

Division Directors, Director of Library Services, Fire Chief and Police Chief). The Study reviewed two density options for the lands (i.e., Options A and B) and concluded that, whichever of the two is adopted, the development is unlikely to have a major impact on the District's finances. Assuming the 'instant' development of Rodgers Creek, it is projected that the rise in revenues would outpace the rise in costs and there would be a net gain from development. Option B which is the basis of the proposed implementing bylaws would produce an extra \$321,000 per year for the District's General Fund, over the financial impacts flowing from development under the current regulations.

The Study also concluded that there would be impacts on various utility funds – water, sewer, solid waste collection, cemetery, golf and transit. However, the development proposals would have only the tiniest of net impacts on water and sewer, and no meaningful impact at all on the other funds. In terms of Development Cost Charges (DCCs), the proposed Rodgers development would generate DCC revenues for the District of \$9,545,184 under Option B resulting in a gain of \$4,681,809 over the current regulations.

The proposed Rodgers Creek development also provides certain community amenity contributions. These contributions are set out in the Phased Development Agreement and are designed to be in keeping with financial plans.

#### *Regional Waste Management Plans*

The proposed Rodgers Creek development has been reviewed by staff in terms of regional waste management plans and is consistent with them.

#### 4.3 Giving the Bylaws 1<sup>st</sup> and 2<sup>nd</sup> reading Prior to Public Hearing

All three proposed bylaws are recommended for 1<sup>st</sup> and 2<sup>nd</sup> reading. Typically, West Vancouver Council gives a bylaw 1<sup>st</sup> reading prior to Public Hearing and 2<sup>nd</sup> reading after Public Hearing. The Local Government Act requires that a Public Hearing be held after 1<sup>st</sup> reading and before 3<sup>rd</sup> reading. The District solicitor recommends 1<sup>st</sup> and 2<sup>nd</sup> reading prior to Public Hearing in order to facilitate bylaw amendment during the bylaw consideration process, should Council consider an amendment necessary.

#### 4.4 Public Hearing Notification

In order to meet Council's legal obligation with respect to holding a Public Hearing on the three bylaws: notification of the Hearing must be provided in two consecutive issues of the North Shore News; owners and occupiers of the lands being rezoning must be notified; and owners and occupiers within 100m of the lands being rezoned must be notified.

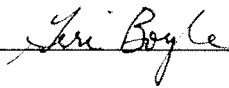
Staff recommends that the adjacent land owners and occupier notification include the lands shown on the map in Appendix A.

## 5.0 Options

Council may:

- adopt the staff recommendations in this report, with or without modification;
- request further information; or
- reject the recommendations.

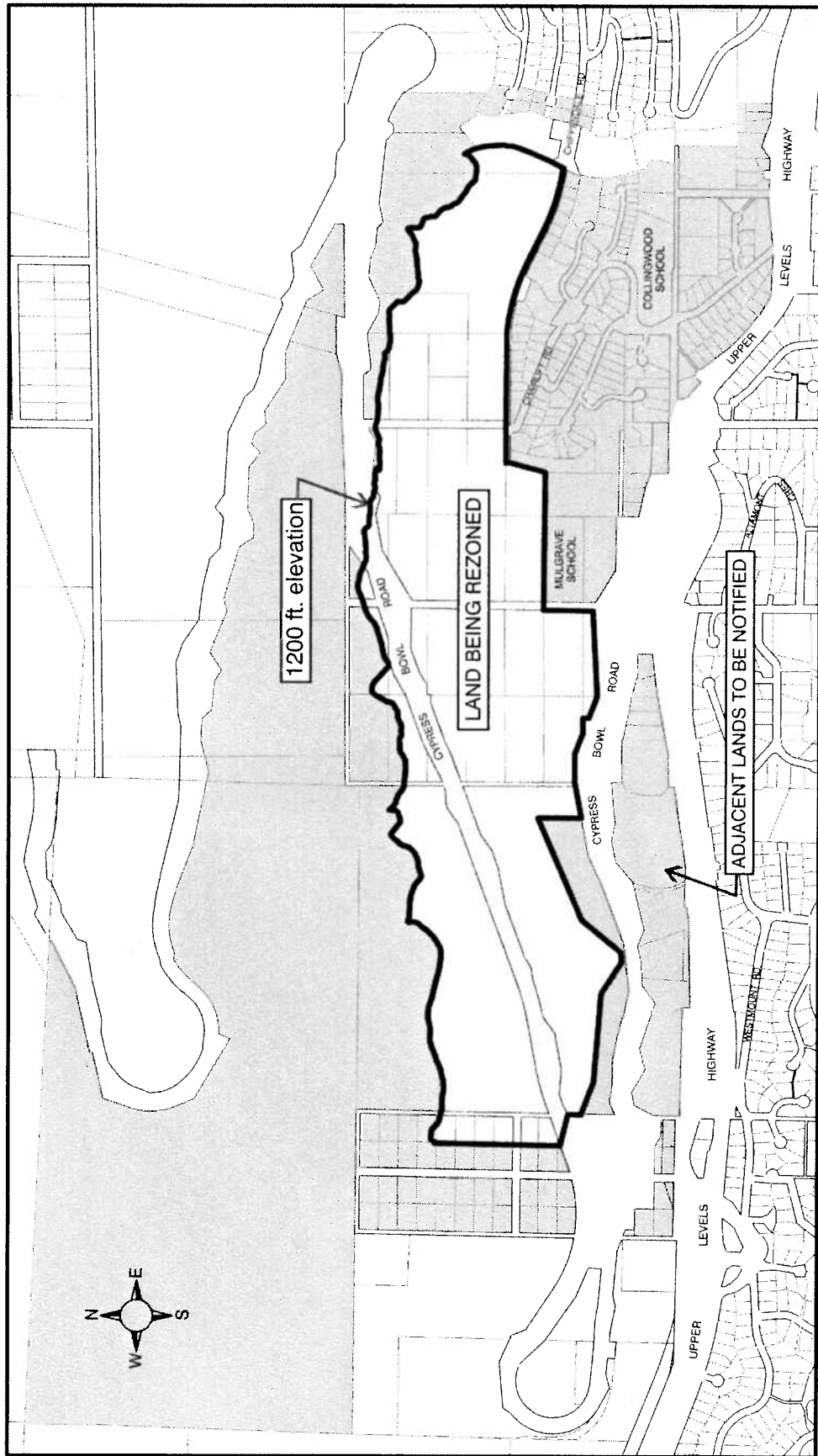
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Appendices:

- A – Notification Area
- B – Letter report dated July 7, 2008 from S. Cawley of Burgess Cawley Sullivan & Associates
- C – Official Community Plan Bylaw No. 4360, 2004, Amendment Bylaw No. 4567, 2008
- D – Zoning Bylaw No. 2200, 1968, Amendment Bylaw No. 4568, 2008
- E – Phased Development Agreement Authorization Bylaw No. 4569 (Rodgers Creek Area), 2008
- F – Local Government Act, Section 879

# APPENDIX A NOTIFICATION AREA



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**BURGESS  
CAWLEY  
SULLIVAN**  
& ASSOCIATES

APPENDIX 'B'

ACCREDITED REAL ESTATE APPRAISERS, MARKET ANALYSTS, INVESTMENT AND PROPERTY TAX CONSULTANTS

July 7, 2008

Our Ref: A080621411.B

District of West Vancouver - Planning, Lands & Permits  
750 - 17th Street  
West Vancouver, B.C.  
V7V 3T3

Attention: Ms. Geri Boyle

Dear Madam:

Re: **CONSULTATION - DEVELOPMENT COST LEVY  
RODGERS CREEK AREA, WEST VANCOUVER**

Further to your request, you have asked us to review the appropriateness of the proposed community benefit as identified in the April 9<sup>th</sup> and April 28<sup>th</sup> staff reports as it relates to the Rodgers Creek Development in West Vancouver

Community Benefits are generally paid to the City where rezoning occurs. Typically the proposed new form of development generally provides for increased density which requires enhanced community amenities often in the form of daycares, community centres, parks, sustainability features and upgrades to the infrastructure. Community Amenity Charges ("CAC's) are in addition to Development Cost Charges and will vary between municipalities and will vary depending upon the redevelopment scheme and size.

#### **Existing Zoning and Proposed Rezoning (Option B)**

The subject lands, comprising 215 acres is currently zoned RS-7 and RS-8. These both represent single family zonings. RS-7 reflects a density of 2.5 units per acre ("upa"), wherein RS-8 reflects a density of 1.5 upa. Both zones have a minimum lot size of 10,000 sq.ft. and allow for density clustering under specific circumstances. The subject lands are identified as 6 areas within 4 neighbourhoods. Areas 1 and 2 form part of the Chairlift Neighbourhood and are zoned 2.5 upa. Areas 3 and 4 (Mulgrave Neighbourhood) and Area 5 (Lower East Village), and Area 6 (Upper East Village) are zoned RS-8 at 1.5 upa. Based upon the total allocation of land area (51.8 acres in Areas 1 and 2 and 163.3 acres in Areas 3-6), a maximum of 375 single family units can be built -  $((51.8 \text{ acres} \times 2.5 \text{ upa} = 129) + (163.3 \text{ acres} \times 1.5 \text{ upa} = 246) = 375 \text{ units})$ . Should 100% single family be contemplated to be developed, we understand that given the setbacks relating to creeks and rivers and topography restraints, that only 308 lots can be developed. Our analysis has been based upon this scenario. Based upon the existing zoning, as per our discussion with the District of West Vancouver and with British Pacific Properties, the single family lots will average approximately 17,000 sq.ft. which can accommodate homes of just over 6000 sq.ft. *The buildable area of the existing zoning is 1,875,670 sq.ft.* This reflects a density of .2 FAR (Floor Area Ratio = Total Buildable area of 1,872,150 sq.ft. divided by site area of 9,365,400 sq.ft.).

The proposed rezoning of the subject lands to Option B allows for *the same total buildable area of 1,875,670* which thus reflects the same FAR of .2. However, the number of units has increased to 736. The actual density is lower in Area 1 and 2 with only 69 units total proposed (1.33 upa) however it has

increased in areas 3 to 6 to an average density of 4.08 units per acre. The form of density includes single family (to be developed in Areas 1-4 only) with both cluster low density townhomes in all neighbourhoods and medium density mid rises predominantly in the last two neighbourhoods. Option B allows for less roads and more open space and also allows for greater diversity of housing types to meet the anticipated change in demographics while providing a greater sense of community and demand for community benefits.

### **Approach to Determine “Uplift”**

Community Benefits paid to a City are often dependent upon the “uplift” in land value that results from the rezoning. This is generally calculated by considering the difference in land value between the existing zoning and the intended rezoning. The City generally shares in any “uplift”. This is a negotiated determination depending upon what other services/amenities the developer contributes.

We have undertaken the Residual Approach to determine the land value based upon both scenarios. The Residual Approach to land value essentially first determines the serviced value of the lots or parcels of land and subtracts costs associated with servicing the property over time including the cost of building out the subdivision, the cost of designing, marketing and selling the subdivision, the cost of financing the land and developer’s profit which reflects his cost of money, risk of market changes, timing of absorption etc. The serviced value of the land is based upon the Market Comparison Approach.

In determining the value of the serviced land (prior to deducting for costs of development), we have based our analysis on sales of serviced single family lots averaging 17,000 sq.ft. in size based upon the existing zoning and 12,000 sq.ft. in size for the rezoning (Option B) scenario. Townhouse/cluster land parcels and apartment density land parcels are assumed to be sold as a rezoned parcel allowing a particular number of units that matches the allowed number of units in each area. For instance, in Area 4 there are 14 townhouse units allowed, one duplex and 55 apartment units (in addition to 17 single family lots). We have assumed that the multi family units would be sold as three (3) sites to three different developers.

We have assumed that the single family lots in both scenarios would be sold at the same rate – 2.5 lot sales per month averaging 30 lots per year. The existing zoning allows 375 lots, however we understand that only 308 lots can physically be developed due to site constraints should the entire property be developed with single family use. It would thus take approximately 123 months or 10.25 years (308/2.5 lots per month) to sell the lots – ie the lots would be sold by August, 2019. In the Option B scenario, there are no single family lots in the last two areas. Assuming the **same absorption**, the single family lots would be sold out by May 2013. The absorption and pricing of single family and multi family parcels for each scenario are noted below.



**Existing (Assuming 308 Single Family Lots)**

**EXISTING ZONING**

**Absorption and Pricing**

**Single Family - Existing Zoning**

Average Lot Size - Single Family	17,000 sq.ft.	\$1,500,000	per lot	2.5	lots per month
	x	<u>308</u>	lots		absorption
Revenue from sale of Single Family Lots				<b>\$462,000,000</b>	
Sales of Lots - Single Family					
	Start Selling		27.2	end	
Area 1	30	January 2009	to	December 2009	12 months
Area 2	39	January 2010	to	April 2011	16 months
Area 3	69	May 2011	to	August 2013	28 months
Area 4	33	September 2013	to	October 2014	13 months
Area 5	45	January 2015*	to	June 2016	18 months
Area 6	<u>92</u>	July 2016	to	August 2019	37 months
	308				

\*Assume would not market/sell units until beginning of new year

**As if Rezoned (Option B)**

See following page for Values and Absorption under this Scenario.

**REZONED - OPTION B**

**Absorption and Pricing**

**Single Family**

Average Lot Size - Single Family	12,000	sq. ft.	\$1,400,000	per lot	2.5	lots per month absorption/sale
Start Selling						
Area 1	11	SF Lots			January 2009	\$15,400,000
Area 2	16	SF Lots			2010	\$22,400,000
Area 3	30	SF Lots			2011	\$42,000,000
Area 4	30	SF Lots (balance of Area 3 + 30 lots in 4)			2012	\$42,000,000
Area 4	11	Balance of Lots Area 4			2013	\$15,400,000
Area 5	0	SF Lots				
Area 6	0	SF Lots				
<b>Total Revenue of Single Family Lots</b>						<b>\$137,200,000</b>

**Sales of Lots - Single Family**

Start Selling January 2009  
 Avg Absorption  
 98 lots / 2.5 lots per month 39 months  
 Actual end of Selling Period is Greater as sell 11 lots year 1 to match servicing; 16 in Year 2; 30 in Year 3 and balance in Year 4  
 Approximate End of Selling Period May 2013

**Cluster Housing**

Avg Home Size - 3,402 sq.ft.  
 Price per Sq.ft. Buildable - \$215  
 Avg Land Price/Cluster Unit \$ 730,000

Start Selling			January 2009	Gross Revenue
Area 1	18 Unit Parcel-Forms Part of Base of Apt Tower-Concrete		2009	\$13,140,000
Area 2	24 Unit Parcel-Forms Part of Base of Apt Tower-Concrete		2010	\$17,520,000
Area 3	14 Unit Parcel		2011	\$10,220,000
Area 4	14 Unit Parcel - sell as package with Area 3			\$10,220,000
Area 5	15 Unit Parcel-Forms Part of Base of Apt Tower-Concrete		2013	\$10,950,000
Area 6	15 Unit Parcel-Forms Part of Base of Apt Tower-Concrete		2014	\$10,950,000

Total Revenue of Cluster Housing Parcels

**\$73,000,000**

**Duplex Housing**

Avg Home Size - 4,000 sq.ft.  
 Price per Sq.ft. Buildable - \$225  
 Avg Land Price/Cluster Unit \$ 900,000

Start Selling			January 2009	Gross Revenue
Area 1	No Duplex Units Available		2009	
Area 2	No Duplex Units Available		2010	
Area 3	No Duplex Units Available		2011	
Area 4	2 lots Available		2012	\$1,800,000
Area 5	No Duplex Units Available		2013	
Area 6	18 lots Available (Servicing complete by 2013)		2013	\$16,200,000

Total Revenue of Duplex Housing Lots

**\$18,000,000**

**Apartment Housing - Concrete (Areas 1,2,5,6)**

Avg Home Size - 1,940 sq.ft.  
 Price per Sq.ft. Buildable - \$150 of buildable area (land cost reflects higher costs to build at \$350 psf)  
 Avg Land Price/Cluster Unit \$290,000 (1,940 sq.ft. avg x \$150)

Start Selling			January 2009	Gross Revenue
Area 1	No Apartment Units		2009	
Area 2	No Apartment Units		2010	
Area 3	18 Unit Parcel (sell in 2010 as serviced by then)		2010	\$5,220,000
Area 4	55 Apartment Unit Parcel		2011	\$15,950,000
Area 5	209 Apartment Unit Parcel		2012	\$60,610,000
Area 6	236 Apartment Unit Parcel		2015	\$68,440,000

Total Revenue from Medium Density Housing - Assumed required to be Built as Concrete

**\$150,220,000**

Apartment Housing - Frame (Areas 3,4) - likely same price as likely only sell low \$600 per sq.ft.

**Total Revenue from Sale of Lots and Multi-Family Parcels**

**\$378,420,000**

In both scenarios, the timing of servicing is the same and costs to develop are essentially the same in terms of soft costs, project management, municipal fees, selling costs, property taxes and financing charges. There are slightly higher servicing costs for the existing scenario and high development cost charges received by the Municipality for Development Cost Levies based upon the Rezoning Option B Scenario.

Because the sale of single family lots yield a higher per buildable value than the sale of multi family parcels, the gross revenue based upon the existing scenario is higher than Option B even though there are more units in Option B. **This is because the buildable area has essentially not changed.**

Simply put, a builder purchasing a 17,000 sq.ft. single family view lot for \$1,500,000 can build just over a 6,000 sq.ft. house. His land price per buildable foot is approximately \$250 ( $\$1,500,000/6,000$  sq.ft.). A developer purchasing a multi family townhouse cluster site can only afford to pay approximately \$215 per sq.ft. of buildable foot or \$730,000 per unit of land (\$215 per sq.ft. of buildable area x 3,402 sq.ft. of finished townhouse area) -assuming he can achieve over \$600 per sq.ft. as an end price or an average selling price of over \$2.0 million for frame construction). For a higher density apartment site, the price per sq.ft. buildable drops even further given the fact that his saleable area is less than the buildable area and there are higher costs associated with building concrete on a sloping rocky site including underground garages etc.

Under the existing zoning, 308 single family lots can be developed. The lots are based upon an average lot size of 17,000 sq.ft. which can accommodate an average house size of just over 6,000 sq.ft. We have inputted lot values averaging \$1,500,000 for single family. The total revenue from the sale of lots is thus \$462,000,000 (308 x \$1,500,000).

Under Option B, there are only 98 single family lots which are smaller average lots (versus 308), 20 duplex lots, 100 townhouse units and 518 apartment units. As there are more smaller units, a lower price per unit is assigned to the smaller units. This scenario yields a total revenue of just over \$378,000,000 which is less than the "as is" scenario.

In most other development situations, a rezoning "uplift" is achieved if more density in the form of a greater amount of buildable area is achieved – often this is achieved by allowing greater height and a different form of housing – low density to high density. In the case of the subject, the buildable area has not changed but the number of units has increased which allows for a greater range of housing types however the price per buildable foot (or average price per unit) that a developer can pay for multi family versus single family goes down as there is less efficiency and generally higher costs to build. As a result, the land value for Option B yields a lower value than the Existing Zoning. See attached Land Residuals in Appendix A and B.

We understand that the District's estimate of calculating "uplift" was based upon an increase in unit count from 375 units to 538 units (see page 3 of April 9<sup>th</sup> Council Report). The 538 units was based upon an Option that is not now being contemplated. Notwithstanding this, the "uplift" was based upon \$101,000 per unit for the increase in unit count – 163 units. The \$101,000 is the "raw land value" of an appraisal prepared for the District of West Vancouver that was based upon a property with 43% townhomes and 57% apartment units with a much smaller average unit size and limited views. This can not be compared with the subject. Even if it could, or a higher "raw land value" per unit was shown, the fact that the Existing Scenario has over 100 single family lots MORE than the Rezoned Scenario accounts for well more than the difference in unit count for smaller units.

As noted earlier, the Land Residual Analysis of the Existing and Rezoned Scenarios are attached as Appendix A and Appendix B. The profit is based upon approximately 18% of revenue or 22% on cost in

**both** Scenarios. British Pacific Properties is **accepting a lower profit** on the Rezone Scenario. The Rezoned Scenario however allows for greater diversity of housing types with more affordable and sustainable development. There is likely less risk under this scenario.

### **Total Community Benefit**

We understand that British Pacific Properties, as part of the development are contributing additional funds (not considered in our analysis) to create Mountain Paths, Activity Nodes with Public Access, conducting Environmental Restoration and Enhancements and contributing just over \$1 million to McGavin Field improvements and traffic improvements. The total Amenity Value has been calculated at \$9,060,000. A cash contribution of \$7,940,000 is also being proposed for a total contribution of \$17,000,000 plus a site in Area 6 having an approximately value of 3 Million today based upon achieving 55 units averaging 1,000 sq.ft. of accommodation in a mid rise concrete building. Given the fact that British Pacific Properties is making less money on the Rezoned Scenario, the current contribution totalling approximately \$20 million on the table appears very fair. This represents \$9.06 per sq.ft. of buildable area **plus** a site in Area 6 or a total of \$10.66 per sq.ft. of buildable area or \$27,174 per unit.

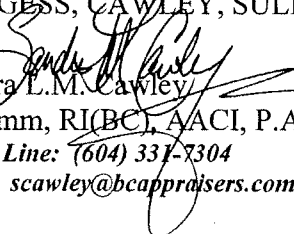
To assess the reasonableness of this, we considered several master planned communities. In West Vancouver, the total contribution for the Evelyn Drive redevelopment by The Millennium Group was \$2,500,000 plus \$1,000,000 for Off-Site services plus \$350,000 for traffic management contribution, the creation of Evelyn Walk estimated at \$500,000 plus a requirement to build 30 rental housing units estimated at \$1,500,000. This totals \$5,850,000 or \$11.51 per sq.ft. of buildable area or \$18,338 per unit (excluding the rental housing).

In Vancouver, the East Fraserlands site at the southwest corner of Boundary Road and Marine Drive comprises a master planned multi-phased community on approximately 127 acres (gross). The Community Amenity "package" that has been negotiated with the City of Vancouver includes a maximum cash contribution of \$6,000,000 plus a donation of two school sites, 25 acres of parks and an allocation of approximately one million square feet of social housing with will be sold to the City at a reduced land cost. If we allocate approximately \$1.2 million dollars per acre for the school site and parks plus \$40 per sq.ft. buildable for the differential in land value for social housing, a total contribution of just over \$78 million dollars is noted. The total buildable area is just over 7.7 million sq.ft. This comprises many forms of housing plus a commercial component. The total contribution equates to \$10.14 per sq.ft. of buildable area. The District of West Vancouver does not assign "value to parkland". If we net out the parkland allocation for East Fraserlands, the total contribution equates to approximately \$6.26 per sq.ft. of buildable area. The prior use of these lands were industrial.

The total benefit package currently "on the table", on a "per unit" basis is more than fair and reflects a contribution well in excess of that achieved for Evelyn Drive and on a "per buildable foot" basis is towards the upper end of the two examples sited.

I trust the above satisfied your immediate query. Should you have any questions or comments, please do not hesitate to contact me.

Yours very truly  
BURGESS, CAWLEY, SULLIVAN & ASSOCIATES

  
Sandra L.M. Cawley  
B.Comm, RIBC, AACI, P.App  
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District of West Vancouver

APPENDIX 'C'

**Official Community Plan  
Bylaw No. 4360, 2004,  
Amendment Bylaw No. 4567, 2008**

Effective Date –

District of West Vancouver

# **Official Community Plan Bylaw No. 4360, 2004, Amendment Bylaw No. 4567, 2008**

A bylaw to amend the Official Community Plan to incorporate provisions specific to the Rodgers Creek Area of the Upper Lands.

WHEREAS the Local Government Act provides that the Council may amend an Official Community Plan,

AND WHEREAS an Area Development Plan has been proposed for the Rodgers Creek Area of the Upper Lands after extension community consultation,

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. 4360, 2004, Amendment Bylaw No. 4567, 2008”.

## **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 Policy Section 7 [Upper Lands] and Section 12 [Transportation and Mobility]**

- 3.1 Schedule A to Official Community Plan Bylaw No. 4360, 2004 is amended as follows:
  - 3.1.1 In Policy Section 7, Upper Lands Planning Strategy and the Community Plan, paragraph 5, by replacing the first sentence with the following:

“Residential development may be permitted up to an overall density of 2.5 dwellings per gross acre, except in the Rodgers Creek Area the permitted density of residential development

shall be limited to a maximum 1,875,600 million square feet of building area and a maximum 736 dwelling units.”

- 3.1.2 In Policy Section 7, Development Strategies, by replacing the first bullet under the heading “Density” with the following:

“Allow for a gross density of 2.5 dwelling units per gross acre in the Future Neighbourhoods Area, except in the Rodgers Creek Area the permitted density of residential development shall be limited to a maximum 1,875,600 million square feet of building area and a maximum 736 dwelling units.”
- 3.1.3 In Policy Section 7 Policy UL8 by revised Map UL8 to show the Rodgers Creek Area of the Upper Lands Development Permit Area Designation.
- 3.1.4 In Policy Section 7 after Policy UL8, by adding, as a new subsection, policies for the development of the Rodgers Creek Area as set out in Schedule 1 to this bylaw.
- 3.1.5 In Policy Section 7 by replacing the map titled Land Acquisition for Public Facilities in Future Neighbourhoods [on page 98] with the map set out in Schedule 2 to this bylaw, so as to show the new alignment of the Chippendale Road extension.
- 3.1.6 In Policy Section 7 by replacing the map titled Areas of Potential Public Acquisition [on page 100] with the map set out in Schedule 3 to this bylaw, so as to show the new alignment of the Chippendale Road extension.
- 3.1.7 In Policy Section 7 by replacing the map titled Anticipated Development of Future Neighbourhoods [on page 106] with the map set out in Schedule 4 to this bylaw, so as to show the new alignment of the Chippendale Road extension, the updated boundary of the Rodgers Creek Area and current undeveloped areas in the Upper Lands.
- 3.1.8 In Policy Section 12 by replacing the map titled Transportation and Mobility [on page 136] with the map set out in Schedule 5 to this bylaw, so as to show the new alignment of the Chippendale Road extension.

## **Part 4 Adds Development Permit Guidelines for the Rodgers Creek Area**

- 4.1 Schedule A to Official Community Plan Bylaw No. 4360, 2004 is further amended as follows:

- 4.1.1 In Guidelines UL8 by replacing the first paragraph with the following:  
“The following guidelines shall apply to all lands in the Future Neighbourhoods, except the Rodgers Creek Area of the Upper Lands as defined on the Rodgers Creek Development Permit Area Designation Map UL8.1.”
- 4.1.2 In Guidelines UL8 after the heading “Upper Lands Watercourse Protection Guidelines” and before the words “a. With respect to” [on Page 184.1]” add the following:  
“The following guidelines shall apply to all lands in the Future Neighbourhoods, including the Rodgers Creek Area:”
- 4.1.3 In Guidelines UL8 at the end of the guidelines [on Page 184.1] add the development permit guidelines specific to the Rodgers Creek Area as set out in Schedule 6 to this bylaw.

## Schedules

- Schedule 1 – Rodgers Creek Area Development Policies
- Schedule 2 – Land Acquisition for Public Facilities in Future Neighbourhoods
- Schedule 3 – Areas of Potential Public Acquisition
- Schedule 4 – Anticipated Development of Future Neighbourhoods
- Schedule 5 – Transportation and Mobility
- Schedule 6 – Rodgers Creek Guidelines

READ A FIRST TIME on

PUBLIC HEARING HELD on

READ A SECOND TIME on

READ A THIRD TIME on

ADOPTED by the Council on

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Mayor

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Municipal Clerk



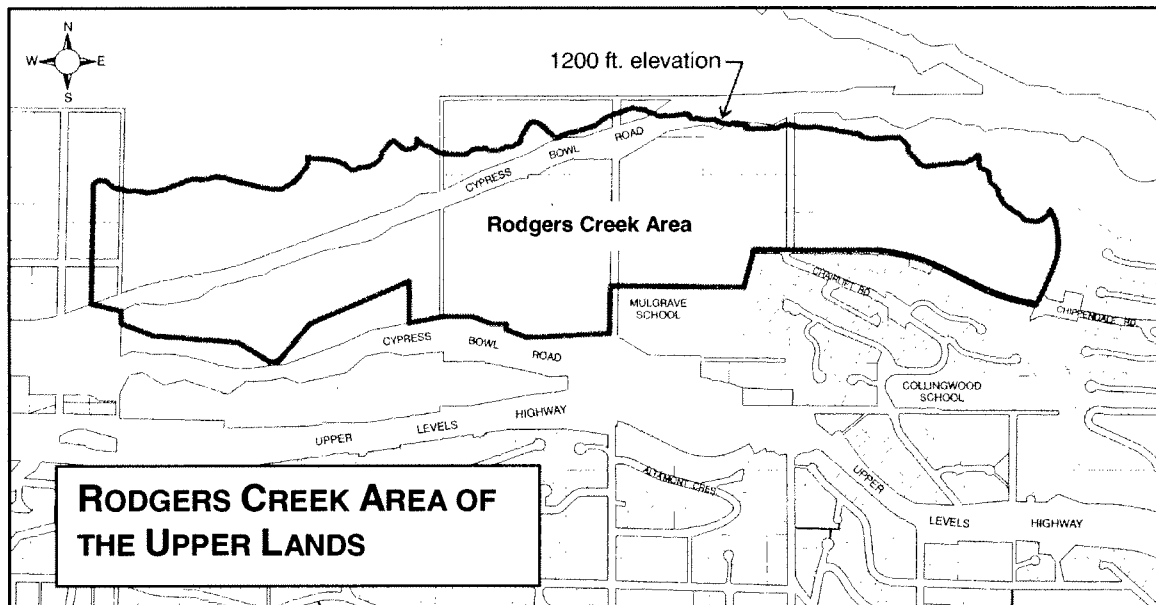
# SCHEDULE 1

## Rodgers Creek Area Development Policies

The Rodgers Creek Area encompasses approximately 215 acres of land between Marr Creek and Cave Creek West, above the Upper Levels Highway and below the 1200 foot contour. It is accessed by Cypress Bowl Road and Chippendale Road. The planning area is part of the forested mountain slopes of the North Shore and part of a natural heritage of both the community and the region. It is undeveloped land of second growth forest, with:

- thirty watercourses of varying description and quality,
- difficult terrain,
- sensitive environmental resources and habitat,
- a logging past, and
- a long history of recreation use for hiking, skiing and more recently, mountain biking.

There are 41 lots in the Rodgers Creek Area, along with several unopened road allowances. All the lots are privately owned, with British Pacific Properties (BPP) owning all but 20 acres. These non-BPP 20 acres consist of four 5-acre parcels, each under different ownership.



### Policy UL8.1

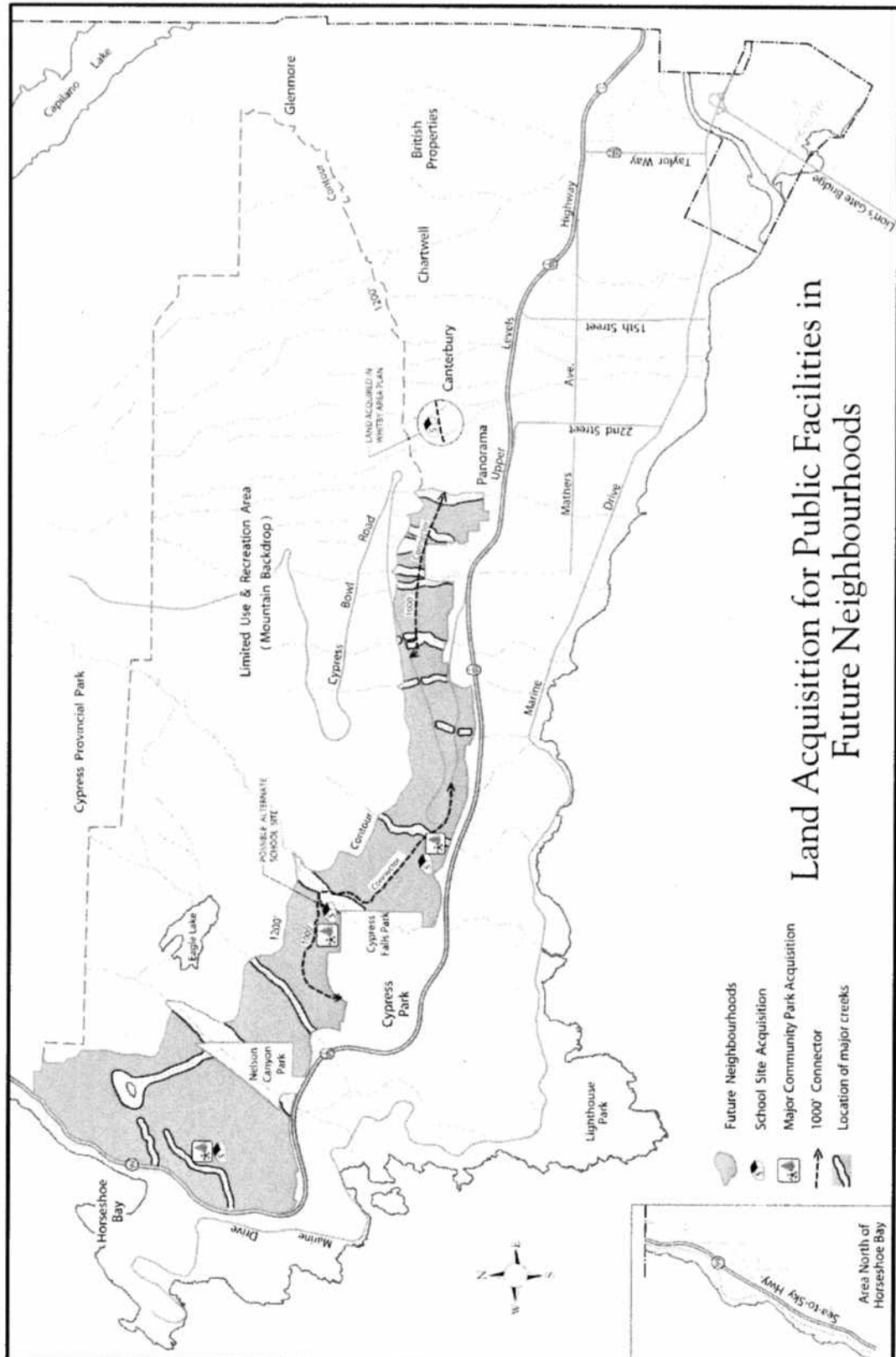
Provide for the development of the Rodgers Creek Area consistent with the following:

- (a) Protect approximately 55% of the land area as environmentally protected green space including creeks and their riparian corridors, endangered species habitat, rock bluffs, steep slopes and large stands of forest.
- (b) Avoid fragmentation of environmentally sensitive lands by creating large, continuous forested/natural areas.

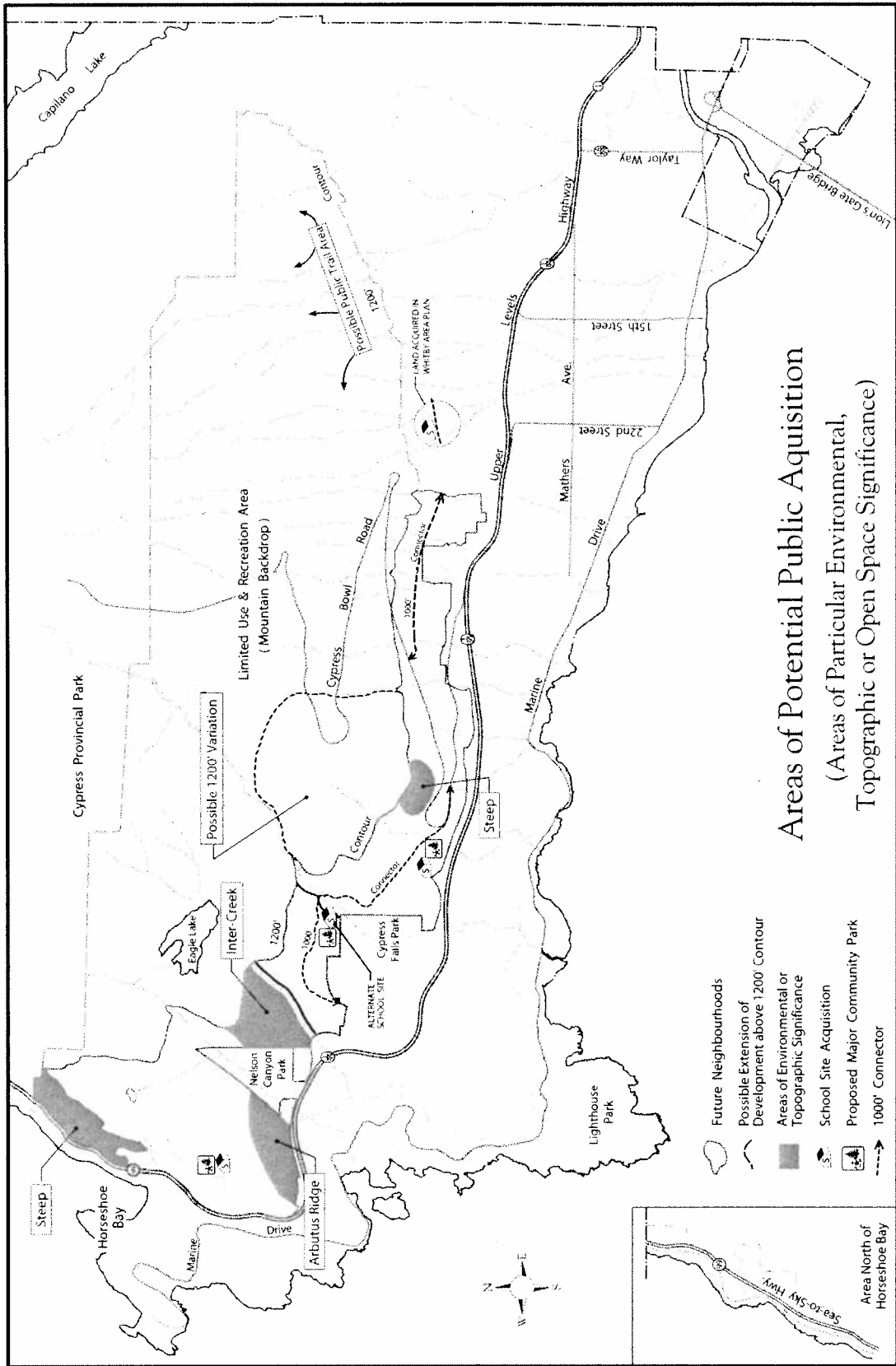
- (c) Allow for a maximum 1,875,600 sq. ft. of floor area comprised of a maximum 736 housing units.
- (d) Provide a diversity of housing in the planning area consisting of: no more than 120 single family and two family dwelling units; at least 100 cluster or townhouse dwelling units; and 30% of apartment units of 1000 square feet or less in size.
- (e) Ensure that housing diversity includes apartment units with adaptable design elements.
- (f) Provide a variety of housing types in each of the six neighbourhoods.
- (g) Concentrate density and provide higher density built forms like apartments at the west end of the Rodgers Creek Area so as to be in proximity to the proposed future Cypress Village to the west, which is to include commercial, residential and civic land uses
- (h) Permit all or part of the approximately 5 acres to the immediate north of the existing Mulgrave School (located adjacent to but outside the Rodgers Creek Area) to be used by the school for school facilities, other than a full-sized sports field. A rezoning and development permit are necessary to implement this policy; and, in considering a school expansion proposal the District shall consider the following factors:
  - (i) the extent to which the proposal reflects a sensitivity to the natural environment;
  - (ii) the impact of traffic on the adjacent residential neighbourhoods; and
  - (iii) the loss of small lot housing.
- (i) Extend the 1000 foot connector northwest from Chippendale Road to connect to upper Cypress Bowl Road.
- (j) Ensure that roads are functional, have a minimum footprint, are sympathetic to the terrain, minimize site disruption, and engender an ambiance that makes for charming and intimate neighbourhoods.
- (k) Provide a mountain pathway and trail network that connects the six development areas to one another, to a proposed future Cypress Village to the west of the Rodgers Creek Area, and to existing neighbourhoods.
- (l) Provide numerous and varied public places along the mountain pathway that support multiple activities by a variety of age groups and capabilities.
- (m) Incorporate cultural heritage (such as logging and skilift history) and natural features (such as viewpoints, boulders and waterfalls) in activity nodes.
- (n) Strive for innovative, green buildings and infrastructure; that is, buildings and infrastructure with lower energy and water consumption, lower greenhouse gas emissions, and that enhance sustainability and create a healthy living environment.

# SCHEDULE 2

## Land Acquisition for Public Facilities in Future Neighbourhoods



# SCHEDULE 3 Areas of Potential Public Acquisition

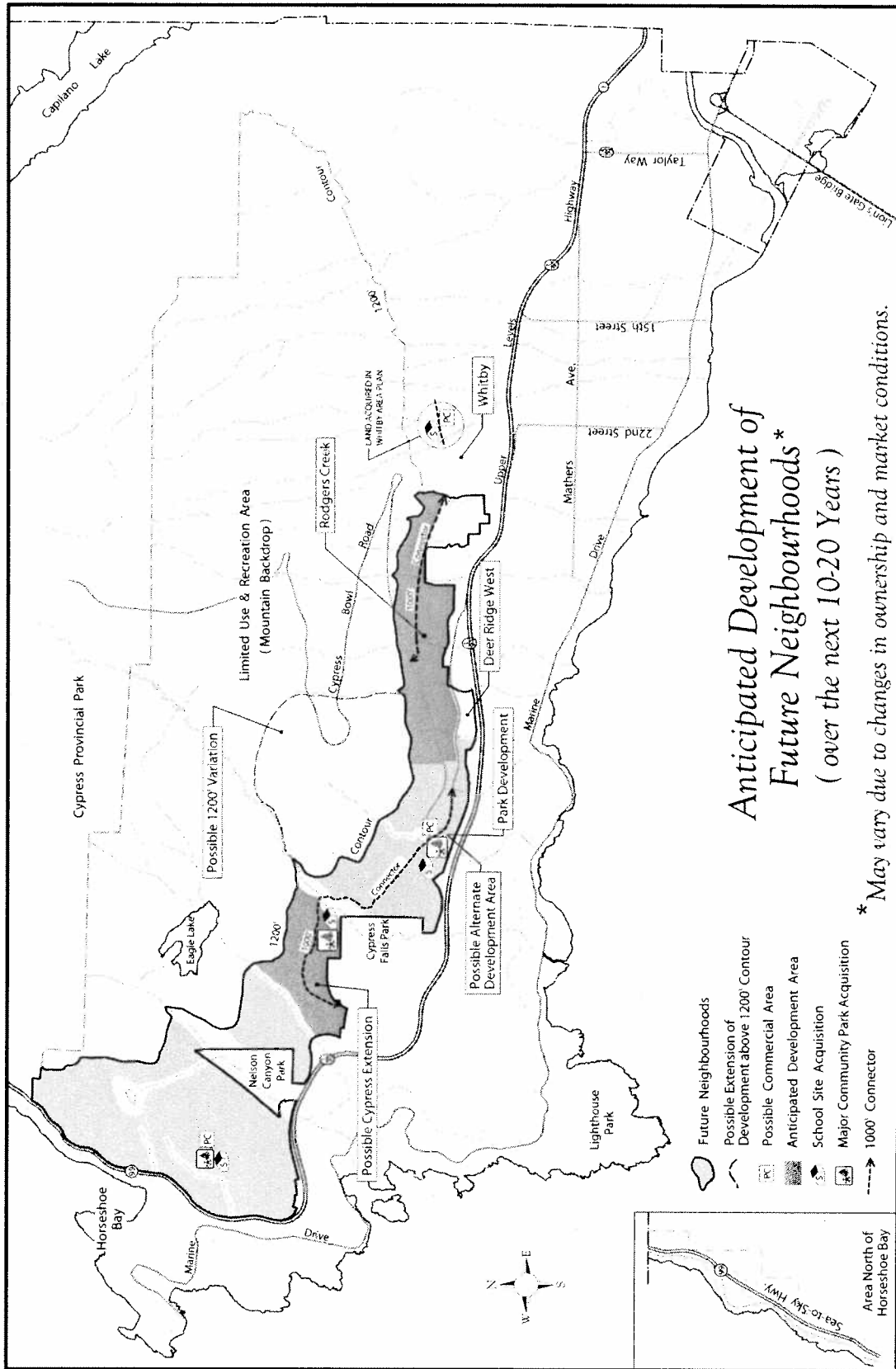


**Areas of Potential Public Acquisition**  
(Areas of Particular Environmental, Topographic or Open Space Significance)

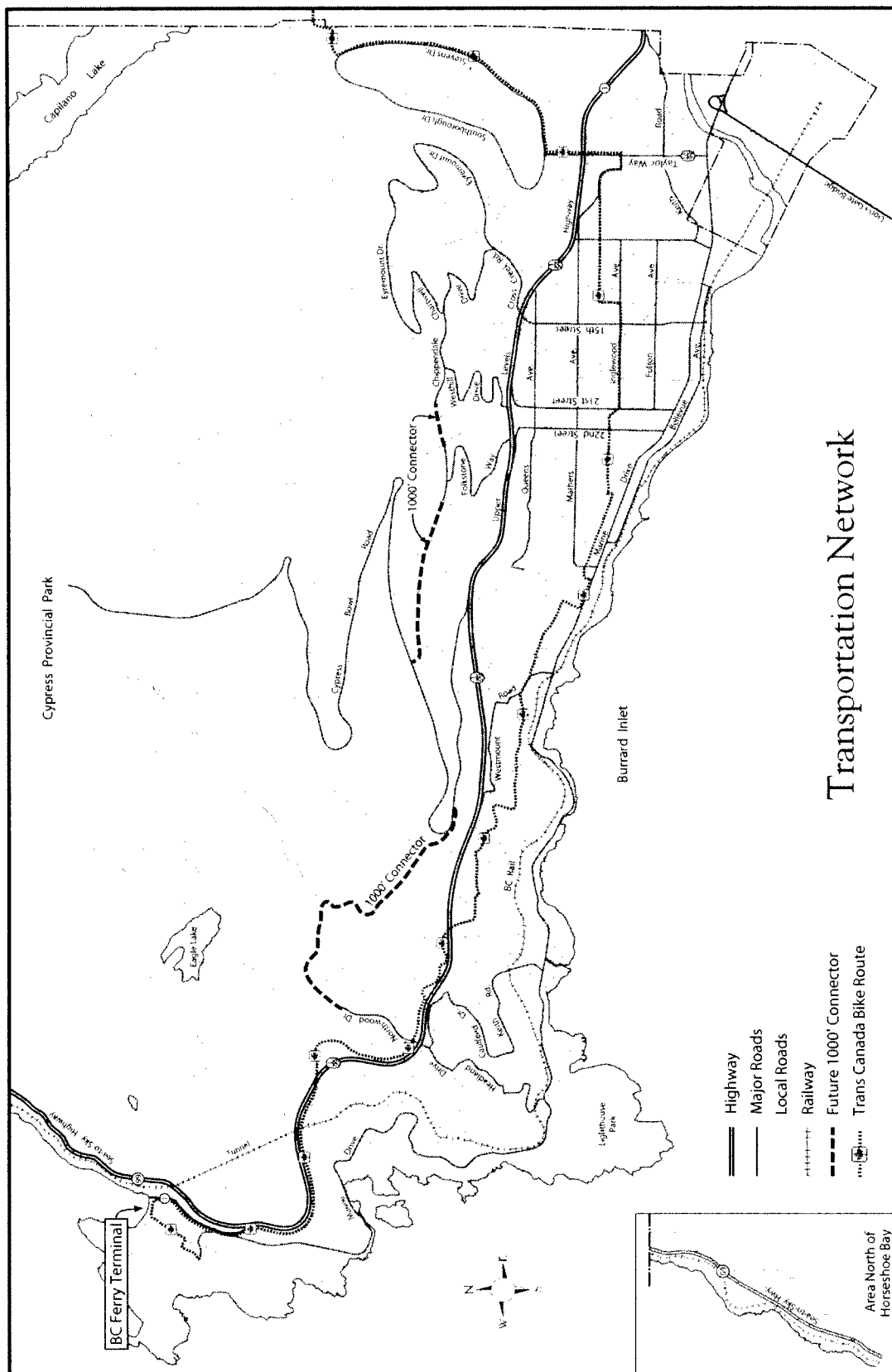
- Future Neighbourhoods
- Possible Extension of Development above 1200' Contour
- Areas of Environmental or Topographic Significance
- School Site Acquisition
- Proposed Major Community Park
- 1000' Connector

# SCHEDULE 4

## Anticipated Development of Future Neighbourhoods



# SCHEDULE 5 Transportation and Mobility



## **SCHEDULE 6**

### **Rodgers Creek Guidelines**

The following guidelines shall apply to the Rodgers Creek Area of the Upper Lands, as defined on the Rodgers Creek Area Development Permit Area Designation Map UL8.1:

#### **1. CONTEXT AND SITE DESIGN**

- 1.01 Neighbourhoods in Rodgers Creek will be designed to fit with the topography and landscape of the Upper Lands and to demonstrate West Vancouver's commitment to sustainability and innovation. Each neighbourhood will express a distinct architectural and landscape character that is suited to the forested setting and the climate.
- 1.02 Built form should:
- complement the terrain and integrate with natural features,
  - minimize visual impacts, and
  - employ site sensitive built forms.
- 1.03 Development, including site and building design, should accommodate persons of varying abilities, including the physically challenged.
- 1.04 Building and site development shall incorporate wildland fire management best practices including an interface with the forest edge which creates defensive space against wildland fires and appropriate building material.
- 1.05 Building and site development should contribute to a resilient natural environment including healthy properly functioning watercourses.
- 1.06 The use of retaining walls should be minimized, particularly along streetscapes and where used along streets should include green screening on walls through the use of plantings and landscape treatment.
- 1.07 Development should integrate with area-wide stormwater management strategies and features including cisterns, retention or detention features, and absorbent topsoil specifications.
- 1.08 A tree management plan should be provided to maintain the mountain forest character of the area, ensure proper drainage and provide for views and access to sun and shade.

#### **2. BUILDING DESIGN AND SERVICES**

- 2.01 Buildings in the Rodgers Creek Area should be designed to:
- use natural materials including wood and local rock in combination with glass, concrete and metal, and colours that harmonize with the forest setting
  - be sensitive to the privacy and livability of residential interiors and private outdoor spaces

- provide sunlight penetration into public and semi-private open spaces and streetscapes
  - reduce energy consumption and feature green building strategies, technologies, fixtures, and appliances such as utilizing natural cross-ventilation, low reflective glass, geo-exchange heating and cooling and building materials that will achieve a healthy living environment
  - minimize the extent of impermeable surfaces
  - have building entrances with a distinct identity and be visible from the street
  - avoid blank and undifferentiated facades
  - have adequate interior storage areas, including convenient and secure bicycle storage
  - have areas for the storage of garbage and recycling that prevent access by bears and that are integrated into the overall design of the building and its landscape
  - avoid having parking within structures being visible from adjacent streetscapes
- 2.02 Buildings in Areas 1 and 2 and large buildings in Areas 3 and 4 should have a contemporary alpine character which includes low-pitched roofs, large overhangs and materials and finishes dominated by natural wood.
- 2.03 Detached and townhome buildings in Areas 3 and 4 should have a character derived from one of the following four styles rather than a hybrid: Arts and Craft, European Hillside, Coastal Mountain and Prairie Craftsman.
- 2.04 Buildings in Area 5 should have a west coast modern character featuring flat slab roofs, big cantilevers, and a more horizontal form and detail, together with large wrap-around windows.
- 2.05 Buildings in Area 6 should have a mountain resort character established by the scattering of buildings amongst the trees and featuring prominent steep roofs and rich craftsman derived detailing.
- 2.06 Single-family, duplex, and triplex housing should be designed to minimize the driveway and garage appearance from the adjacent streetscape and to limit requirements for extensive cut and fill and retaining walls
- 2.07 Multiple-family housing should be designed to:
- be sculpted and articulated both vertically and horizontally to reduce apparent mass and provide visual interest
  - minimize view impacts on residents of adjacent buildings and on people viewing the hillside from vantage points around the community including at Dundarave Pier and Ambleside Beach in West Vancouver, and at Jericho Beach and Siwash Rock in Vancouver
  - address climate and solar orientation appropriately on each facade
  - minimize overlook into the private and semi-private open spaces of adjacent buildings
  - provide weather protection at the primary common entry
  - minimize visual and acoustic impacts of rooftop mechanical equipment, garage entrances, hydro utility boxes, and garbage and recycling areas



- provide underground parking that is readily accessible to all residents, well lit, and designed for safety and security of use
- provide places to sit and socialize informally at main building entrances

### **3. LANDSCAPING**

- 3.01 An informal landscape aesthetic that complements the forest context should be provided.
- 3.02 Landscaping should be in keeping with wildland fire and bear management best practices.
- 3.03 Glare and light spill of exterior or ground level lighting to surrounding properties should be minimized, as should spill upward to distract from enjoyment of the night sky.
- 3.04 Driveways, parking areas, patios and similar areas that are not located above underground structures should be finished with pervious material.
- 3.05 The use of locally quarried rock for constructing or facing retaining walls is encouraged.

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District of West Vancouver

**APPENDIX 'D'**

**Zoning Bylaw No. 2200, 1968,  
Amendment Bylaw No. 4568, 2008**

Effective Date –

District of West Vancouver

## **Zoning Bylaw No. 2200, 1968 Amendment Bylaw No. 4568, 2008**

A bylaw to rezone certain real property presently zoned R.S.7 Single Family Zone 7 and R.S.8 Single Family Zone 8 to a Comprehensive Development Zone Three (CD3)

WHEREAS the Council of The Corporation of the District of West Vancouver deems it expedient to provide for amendment of the Zoning Bylaw.

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

### **Part 1 Citation**

- 1.1 This bylaw may be cited as “Zoning Bylaw No. 2200, 1968, Amendment Bylaw No. 4568, 2008”.

### **Part 2 Adds Child Care Definition**

- 2.1 Zoning Bylaw No. 2200, 1968, Part 1, Division 2 - Definitions is hereby amended by adding in alphabetical sequence:

CHILD CARE means the use of premises to provide day care to children in accordance with the Community Care and Assisted Living Act, S.B.C. 2002 and its Regulation as amended from time to time, and includes licensed family child care, group day care, childminding, preschool or out of school care.

### **Part 3 Adds the CD3 Zone**

- 3.1 Zoning Bylaw No. 2200, 1968, Part 3 is hereby amended by adding the Comprehensive Development Zone Three (CD3), as set out in Schedule A to this bylaw.

## **Part 4 Amends Zoning Maps**

4.1 Zoning Bylaw No. 2200, 1968, Part 10, Division 1 – Zoning Maps is hereby amended by changing the zoning of the property listed on Schedule C to this bylaw,

From: R.S.7 Single Family Zone 7 and R.S.8 Single Family Zone 8, as shown on Schedule B to this bylaw.

To: Comprehensive Development Zone Three (CD3), as shown on Schedule B to this bylaw.

### **Schedules**

Schedule A – Comprehensive Development Zone Three (CD3)

Schedule B – Map

Schedule C – Legal Description of Properties, all or part of which are subject to the CD3 zone

READ A FIRST TIME on

PUBLIC HEARING HELD on

READ A SECOND TIME on

READ A THIRD TIME on

ADOPTED by the Council on

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Mayor

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Municipal Clerk

# SCHEDULE A

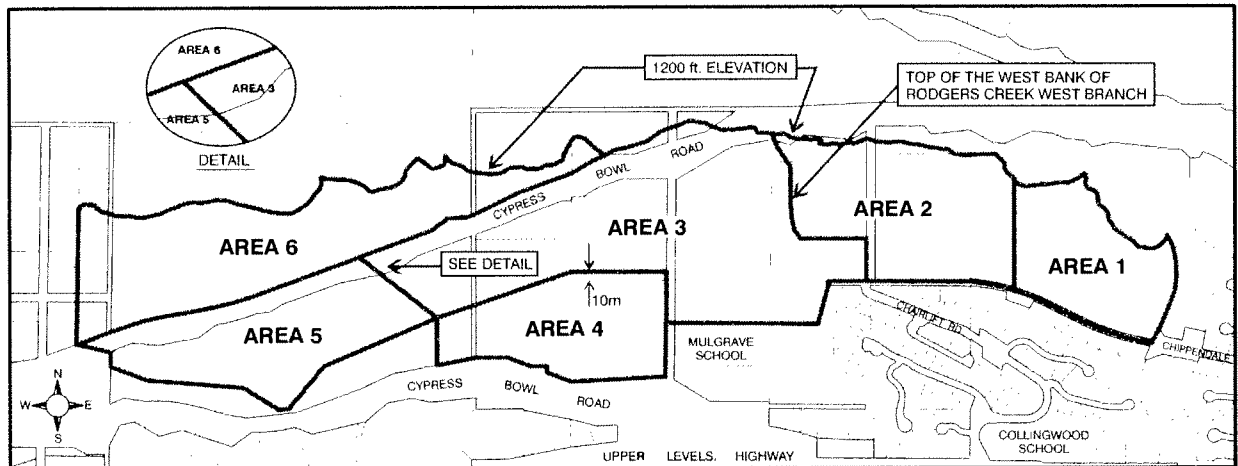
## Comprehensive Development Zone Three (CD3)

### 36-301 Application of Zone

301.01 The provisions of this zone shall apply to land, buildings and structures and the use of land within the Comprehensive Development Zone 3, hereinafter cited as the CD3 zone, as shown on the map or otherwise described in Part 10.

### 36-302 Uses Permitted

302.01 Lands zoned CD3 are identified as Areas 1 to 6 as shown on the following map:



302.02 In Areas 1 and 2 of the CD3 zone, the following uses and no others shall be permitted:

- Child Care
- Civic Use
- Cluster Housing
- Single Family Dwellings
- Two Family Dwellings
- The keeping of not more than two lodgers in a dwelling unit
- Homecraft, occupation and business subject to regulations contained in Section 31-105
- Uses customarily incidental to any of the above uses

302.03 In Areas 3 and 4 of the CD3 zone, the following uses and no others shall be permitted:

- Apartment
- Child Care
- Civic Use

- Cluster Housing
- Single Family Dwellings
- Two Family Dwellings
- The keeping of not more than two lodgers in a dwelling unit
- Homecraft, occupation and business subject to regulations contained in Section 31-105
- Uses customarily incidental to any of the above uses

302.04 In Area 5 of the CD3 zone, the following uses and no others shall be permitted:

- Apartment
- Child Care
- Civic Use
- Cluster Housing
- Neighbourhood recreation facility
- The keeping of not more than two lodgers in a dwelling unit
- Homecraft, occupation and business subject to regulations contained in Section 31-105
- Uses customarily incidental to any of the above uses

302.05 In Area 6 of the CD3 zone, the following uses and no others shall be permitted:

- Apartment
- Child Care
- Civic Use
- Cluster Housing
- Single Family Dwellings
- Two Family Dwellings
- Neighbourhood recreation facility
- The keeping of not more than two lodgers in a dwelling unit
- Homecraft, occupation and business subject to regulations contained in Section 31-105
- Uses customarily incidental to any of the above uses

**36-303 Conditions of Use**

303.01 Each Area of the CD3 zone shall meet the following minimum and maximum unit type requirements:

AREA	UNIT TYPE	MINIMUM PERCENTAGE WITHIN THE AREA	MAXIMUM PERCENTAGE WITHIN THE AREA
AREA 1	Single Family	No Minimum Percentage	45%
AREA 2	Single Family	No Minimum Percentage	45%
AREA 3	Single Family	No Minimum Percentage	65%
	Apartment	20%	30%

<b>AREA 4</b>	Single Family	No Minimum Percentage	25%
	Apartment	50%	65%
<b>AREA 5</b>	Apartment	90%	100%
<b>AREA 6</b>	Single Family	No Minimum Percentage	10%
	Apartment	75%	90%

303.02 Apartments in each Area of the CD3 Zone shall have unit floor areas as follows:

<b>AREA</b>	<b>APARTMENT UNIT FLOOR AREAS</b>	<b>MINIMUM PERCENTAGE WITHIN AREA</b>
<b>AREA 3</b>	Dwelling units of 1,000 sq. ft. or less in floor area	30%
<b>AREA 4</b>	Dwelling units of 1,000 sq. ft. or less in floor area	30%
<b>AREA 5</b>	Dwelling units of 1,000 sq. ft. or less in floor area	30%
	Dwelling units of more than 1,000 sq. ft. and less than 2,100 sq. ft. in floor area	45%
<b>AREA 6</b>	Dwelling units of 1,000 sq. ft. or less in floor area	30%
	Dwelling units of more than 1,000 sq. ft. and less than 2,100 sq. ft. in floor area	45%

303.03 For purposes of Section 36-303.02, 'unit floor area' shall mean the dwelling unit area:

- (1) including solariums, enclosed balconies, storage and laundry areas within a unit; and
- (2) excluding:
  - (a) required parking and parking access areas;
  - (b) common hallways, elevator shafts and stairwells;
  - (c) mechanical equipment and maintenance rooms intended to service the entire building;
  - (d) exterior steps; and
  - (e) similar common areas.

303.04 Single and Two Family lots in the CD3 zone shall have a lot depth that does not exceed 3 times the lot width.



303.05 Every lot in any proposed subdivision on land zoned CD3 shall have not less than 10% of its perimeter fronting on a street, except that in accordance with the Local Government Act, as amended, the Approving Officer may waive this requirement.

### **36-304 Density**

304.01 For the purposes of Section 36-304, the following definitions shall apply:

- (1) for Single Family and Two Family Dwellings, 'floor area' shall mean the total projected area of all storeys and attics of the principal building and all accessory buildings measured to the outside of the exterior walls of the building, excluding:
  - (a) any area used for the storage of motor vehicles up to but not exceeding a total floor area of 440 square feet per dwelling unit;
  - (b) accessory buildings, in addition to motor vehicle storage buildings, up to but not exceeding a total floor area of 240 square feet per dwelling unit;
  - (c) mechanical rooms located in a basement;
  - (d) elevator shafts and stairwells in a basement;
  - (e) those portions of the uppermost storey and/or attic where the vertical distance from the floor or top of the joists of the ceiling of the storey below, to the exterior of the roof above, does not exceed 5 feet 7 inches, or where the space contained is rendered unusable and impassable by a truss or similar system or roof design required structurally so that it cannot be subsequently removed;
  - (f) any other enclosed area with a vertical clear height of less than 4 feet, measured from the underside of the joists or trusses of the storey above to the structural floor; and
  - (g) that portion of an open balcony or open terrace beneath a roof overhang that is less than 6% of total floor area, subject to a maximum exclusion from floor area of 300 square feet.
- (2) for Cluster Housing and Apartments, 'floor area' shall have the meaning ascribed to it in Division 2 – Definitions, 'Floor Area Ratio – Other than Single Family and Two Family Dwellings' except that solariums and enclosed balconies shall be included in floor area;
- (3) 'lot area' shall mean the total horizontal area of land within the boundary of a lot excluding any portion of a lot where the width is less than 20 feet; and
- (4) 'Floor Area Ratio' shall mean the figure obtained by dividing the floor area by lot area.

304.02 The maximum total floor area and maximum total number of dwelling units permitted in each Area of the CD3 Zone shall be as follows:

<b>AREA</b>	<b>MAXIMUM TOTAL FLOOR AREA</b>	<b>MAXIMUM TOTAL DWELLING UNITS</b>
<b>Area 1</b>	134,000 sq. ft.	29
<b>Area 2</b>	162,700 sq. ft.	40
<b>Area 3</b>	313,500 sq. ft.	86
<b>Area 4</b>	244,600 sq. ft.	88
<b>Area 5</b>	478,200 sq. ft.	224
<b>Area 6</b>	542,600 sq. ft.	269
<b>Totals</b>	1,875,600 sq. ft.	736

304.03 Despite Section 36-304.02, the maximum total floor area in either Area 1 or 2 of the CD3 zone may be increased by up to 5%, provided that the aggregate floor area in Areas 1 and 2 does not exceed 296,700 square feet.

304.04 Despite Section 36-304.02, the maximum total floor area in either Area 5 or 6 of the CD3 zone may be increased by up to 5%, provided that the aggregate floor area in Areas 5 and 6 does not exceed 1,020,800 square feet; and the maximum total number of dwelling units in either Area 5 or 6 of the CD3 zone may be increased by up to 10%, provided that the aggregate number of dwelling units in Areas 5 and 6 does not exceed 493 dwelling units.

304.05 The maximum Floor Area Ratio (FAR) on any individual lot shall be:

- (1) 0.45 on a lot used for a Two Family dwelling;
- (2) 0.45 on a lot of 7,200 sq. ft. or less in area and used for a Single Family dwelling;
- (3) 0.40 on a lot of more than 7,200 sq. ft. and less than 11,000 sq. ft. in area and used for a Single Family dwelling; and
- (4) 0.35 on a lot of 11,000 sq. ft. or more used for a Single Family dwelling.

304.06 No Owner may subdivide any lot in the CD3 zone unless, concurrently with the subdivision, the Owner grants to the District a covenant under s. 219 of the Land Title Act restricting the use of the lots being created and the construction of buildings and structures on the lots such that the regulations contained in this bylaw in respect of the CD3 zone are made applicable to the individual lots created by the subdivision in a manner satisfactory to the District.

**36-305 Site Coverage**

305.01 Site Coverage for buildings and structures, excluding underground parking structures, shall be limited to the following maximums and shall be calculated using 'lot area' as defined in Section 36-304.01:

USE	SITE COVERAGE
Apartment	35%
Cluster Housing	35%
Single Family on lots of 7,200 sq. ft. or less in area	35%
Single Family on lots of more than 7,200 sq. ft. and less than 11,000 sq. ft. in area	30%
Single Family on lots of 11,000 sq. ft. or more in area	25%
Two Family	40%

305.02 For all uses, not more than 60% of a lot may be covered by buildings, structures and materials that are not occurring naturally on the lot.

**36-306 Height and Highest Building Face**

306.01 No building or structure shall exceed the following height maximums:

AREA	HOUSING TYPE	MAXIMUM HEIGHT
<b>AREAS 1 AND 2</b>	Single Family and Two Family	25 feet
	Cluster	35 feet
<b>AREA 3</b>	Single Family and Two Family	25 feet
	Cluster	35 feet
	Apartment	62 feet and 6 storeys
<b>AREA 4</b>	Single Family and Two Family	25 feet
	Cluster	35 feet
	Apartment	84 feet and 8 storeys
<b>AREA 5</b>	Apartment	122 feet and 12 storeys
<b>AREA 6</b>	Single and Two Family	25 feet
	Cluster	35 feet
	Apartment	122 feet and 12 storeys

306.02 For Single and Two Family buildings, the highest building face envelope shall not exceed 22 feet in height, and no portion of the building shall project outside of the envelope except eaves, decks, decorative features such as flying beams and the pitched roof portion of either gable ends or dormers.

**36-307 Yards**

307.01 Yard minimums shall be as follows:

USE	YARD MINIMUMS
Apartment	Front Yard: 20 feet Rear Yard: 25 feet Each Side Yard: 20 feet
Cluster Housing	Front Yard: 25 feet Rear Yard: 25 feet Each Side Yard: 20 feet
Single Family on lots of 7,200 sq. ft. or less in area	Front Yards: 15 feet, except where a garage faces the street the yard in front of the garage shall be a minimum 25 feet. Rear Yards: 25 feet. Side Yards shall comply with the provisions of Section 33-108
Single Family on lots of more than 7,200 sq. ft. in area	Front Yards: 15 feet, except where a garage faces the street the yard in front of the garage shall be a minimum 25 feet.
Two Family	Rear Yards: 40 feet Side Yards shall comply with the provisions of Section 33-108.

307.02 Side yards are not required on that portion of a lot that is occupied by a single family dwelling attached to another single family dwelling on an adjacent lot by a common or party wall, provided that any other required side yard is provided in accordance with Section 36-307.01.

**36-308 Off-Street Parking and Bicycle Storage**

308.01 Off-street parking shall be provided as follows:

USE	PARKING RATIO
Apartment and Cluster Housing	A maximum 2 parking spaces per dwelling unit, excluding visitor parking
Apartment	A minimum 1 parking space for every dwelling unit of 750 sq. ft. or less in unit floor area; and A minimum 1.5 parking spaces for every dwelling unit more than 750 sq. feet in unit floor area; and Parking designed and designated as visitor parking that is equal to at least 20% of the total number of dwelling units.

Cluster Housing	A minimum 1.5 parking spaces per dwelling unit, plus parking designed and designated as visitor parking that is equal to at least 20% of the total number of dwelling units
Single Family Dwelling	A minimum 1 parking space per dwelling unit
Two Family Dwelling	

- 308.02 Required off-street parking, excluding visitor parking, shall be provided within a building or an underground structure.
- 308.03 Off-street parking shall be provided in accordance with Sections 21-114 to 21-117.
- 308.04 For Cluster Housing and Apartments, secure bicycle storage space shall be provided equivalent to a minimum of 2 storage spaces per dwelling unit.

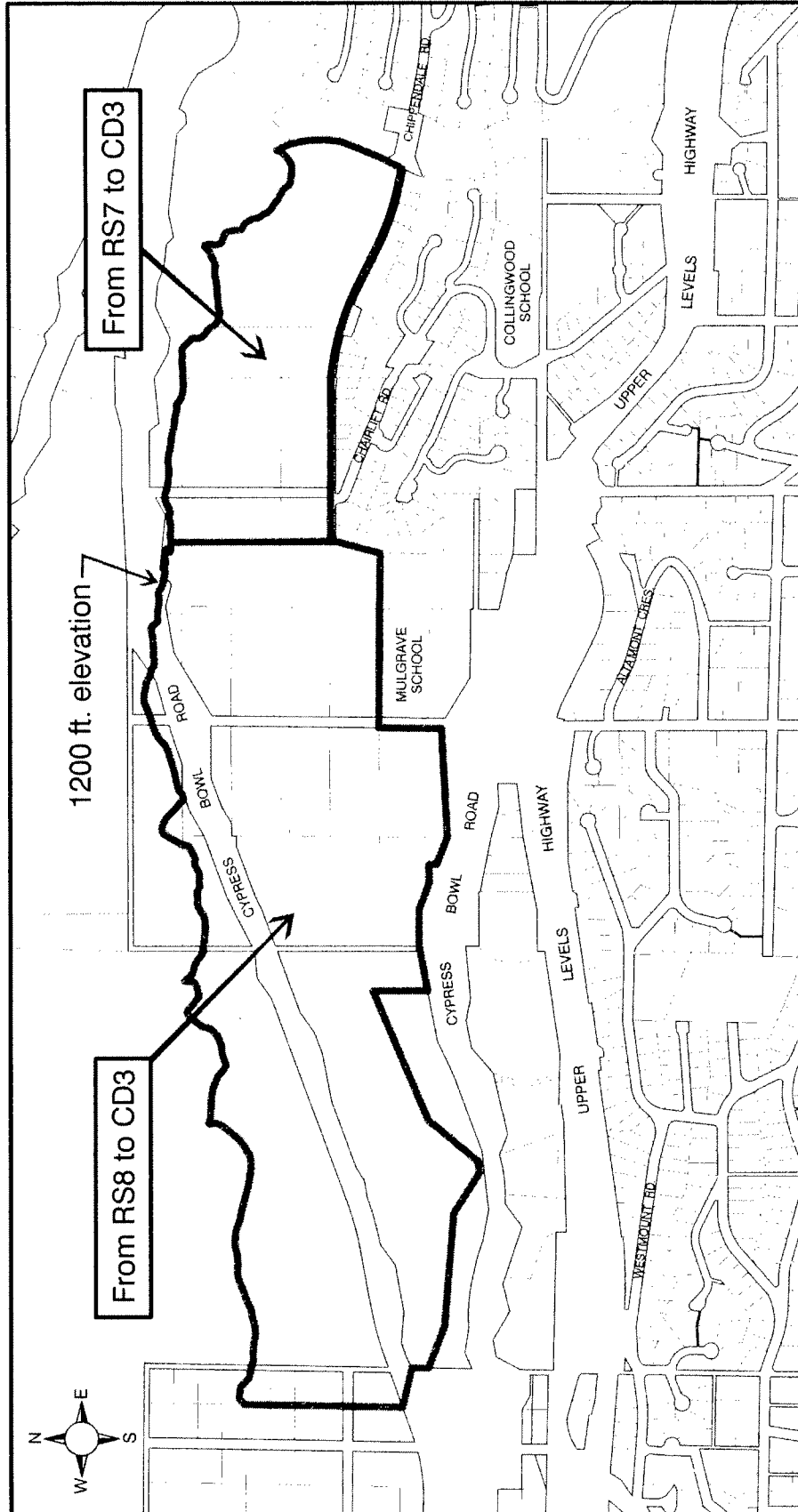
**36-309 Garbage and Recycling Handling Facilities**

- 309.01 Each Apartment Use shall provide a common facility for garbage containers and passive recycling containers that shall:
  - (1) be of sufficient size to meet the following minimum standards: 1 garbage container for every 20 units, based on a 4 cubic yard container size; 1 recycling cart for every 10 units; and 1 cardboard container for every 40 units, based on a 4 cubic yard container size;
  - (2) be accessible by collection vehicles; and
  - (3) be enclosed within a building or structure.

**36-310 Landscaping**

- 310.01 All portions of a lot not occupied by buildings, parking areas, driveways and pedestrian ways shall be landscaped, and this landscaping shall be maintained.

# SCHEDULE B – Map



## SCHEDULE C

### Legal Description of Properties, all or part of which are subject to the CD3 zone

PID No.	LEGAL DESCRIPTION
010-059-903	LOT 9, BLOCK B, DISTRICT LOT 888, PLAN 2056
010-059-946	LOT 10, BLOCK B, DISTRICT LOT 888, PLAN 2056
010-059-989	LOT 11, BLOCK B, DISTRICT LOT 888, PLAN 2056
010-060-014	LOT 12, BLOCK B, DISTRICT LOT 888, PLAN 2056
010-060-049	LOT 13, BLOCK B, DISTRICT LOT 888, PLAN 2056
010-060-456	LOT 14, EXCEPT: PART ON STATUTORY RIGHT OF WAY PLAN LMP12499, BLOCK C, DISTRICT LOT 888, GROUP 1 NEW WESTMINSTER DISTRICT PLAN 2056
010-060-472	LOT 15, EXCEPT: PART ON STATUTORY RIGHT OF WAY PLAN LMP12499; BLOCK C, DISTRICT LOT 888, GROUP 1 NEW WESTMINSTER DISTRICT PLAN 2056
010-060-529	LOT 16, BLOCK C, DISTRICT LOT 888, PLAN 2056
005-179-815	THAT PART OF GROUP 1 DISTRICT LOT 888 LYING TO THE EAST OF BLOCKS B AND C PLAN 2056, EXCEPT: PLANS 21009, 21528 AND BCP386
015-845-664	LOT E, (REFERENCE PLAN 1160), EXCEPT PORTIONS IN: (1) PLAN LMP12499; (2) PLAN LMP32819; (3) PLAN LMP43012; (4) PLAN BCP20797; GROUP 1 NEW WESTMINSTER DISTRICT
010-086-366	THE EAST $\frac{3}{4}$ OF THE EAST $\frac{1}{2}$ OF THE WEST $\frac{1}{2}$ OF DISTRICT LOT 793 EXCEPT: (1) PART IN PLAN LMP12499; (2) PART IN PLAN LMP31079; (3) PART IN PLAN LMP43012; (4) PART IN PLAN LMP46365; (5) PART IN PLAN LMP52165; (6) PART IN PLAN BCP20797; GROUP 1 NEW WESTMINSTER DISTRICT
015-845-788	LOT F (EXPLANATORY PLAN 3383) EXCEPT: PART ON STATUTORY RIGHT OF WAY PLAN LMP12499; OF THE WEST QUARTER OF THE EAST HALF OF THE WEST HALF OF DISTRICT LOT 793 GROUP 1 NEW WESTMINSTER DISTRICT
010-086-285	THE WEST $\frac{1}{4}$ OF THE EAST $\frac{1}{2}$ OF WEST $\frac{1}{2}$ OF DISTRICT LOT 793 EXCEPT PORTIONS IN: (1) EXPLANATORY PLAN 3383; (2) PLAN 22444; (3) PLAN LMP31079; (4) PLAN BCP20797; GROUP 1 NEW WESTMINSTER DISTRICT
004-775-350	LOT 5, DISTRICT LOTS 793 AND 816 PLAN 1598

PID No.	LEGAL DESCRIPTION
014-537-320	LOT 6, DISTRICT LOTS 793 AND 816 PLAN 1598
005-764-483	LOT 7, DISTRICT LOTS 793 AND 816 PLAN 1598
014-535-581	BLOCK 8 EXCEPT: PART ON STATUTORY RIGHT OF WAY PLAN LMP12499; DISTRICT LOTS 793 AND 816 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 1598
014-535-599	BLOCK 9 EXCEPT: PART ON STATUTORY RIGHT OF WAY PLAN LMP12499; DISTRICT LOTS 793 AND 816 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 1598
014-535-602	LOT A, (REFERENCE PLAN 1141) EXCEPT: PART ON STATUTORY RIGHT OF WAY PLAN LMP12499; OF BLOCKS 10 AND 11 DISTRICT LOTS 793 AND 816 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 1598
014-535-611	BLOCK 11 EXCEPT PART IN LOT A (REFERENCE PLAN 1141) DISTRICT LOTS 793 AND 816 PLAN 1598
014-535-629	BLOCK 12, DISTRICT LOTS 793 AND 816 PLAN 1598
014-535-637	BLOCK 13, DISTRICT LOTS 793 AND 816 PLAN 1598
014-535-645	BLOCK 14 EXCEPT: PART SUBDIVIDED BY PLAN LMP14079, DISTRICT LOTS 793 AND 816 PLAN 1598
014-537-419	LOT 24, DISTRICT LOTS 793 AND 816 PLAN 1598
014-537-427	LOT 25, DISTRICT LOTS 793 AND 816 PLAN 1598
014-537-435	LOT 26, DISTRICT LOTS 793 AND 816 PLAN 1598
014-537-443	LOT 27, EXCEPT: PART ON STATUTORY RIGHT OF WAY PLAN LMP12499; DISTRICT LOT 793 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 1598
014-535-157	THE EAST ½ OF THE EAST ½ OF BLOCK 8 EXCEPT, PART ON HIGHWAY PLAN 169 DISTRICT LOT 817 PLAN 1598
014-535-165	BLOCK 9, EXCEPT: PART ON HIGHWAY PLAN 169 DISTRICT LOT 817 PLAN 1598
014-535-173	BLOCK 10 DISTRICT LOT 817 PLAN 1598
014-535-181	BLOCK 11 DISTRICT LOT 817 PLAN 1598
014-535-190	BLOCK 12 EXCEPT: PART ON STATUTORY RIGHT OF WAY PLAN LMP12499; DISTRICT LOT 817 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 1598



<b>PID No.</b>	<b>LEGAL DESCRIPTION</b>
014-535-203	BLOCK 13 EXCEPT: PART ON STATUTORY RIGHT OF WAY PLAN LMP12499; DISTRICT LOT 817 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 1598
014-535-211	BLOCK 14 DISTRICT LOT 817 PLAN 1598
014-535-220	BLOCK 15 EXCEPT: PART ON STATUTORY RIGHT OF WAY PLAN LMP12499; DISTRICT LOT 817 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 1598
014-535-319	BLOCK 16 EXCEPT: PART ON STATUTORY RIGHT OF WAY PLAN LMP12499; DISTRICT LOT 817 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 1598
014-535-335	BLOCK 17 DISTRICT LOT 817 PLAN 1598
014-535-360	BLOCK 18 DISTRICT LOT 817 PLAN 1598
014-535-386	BLOCK 19 DISTRICT LOT 817 PLAN 1598
014-535-726	BLOCK 20 DISTRICT LOT 817 PLAN 1598
014-535-416	BLOCK 21, EXCEPT: PART ON HIGHWAY PLAN 169 DISTRICT LOT 817 PLAN 1598

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# APPENDIX F

## LOCAL GOVERNMENT ACT

### Consultation during OCP development

- (SUB) 879. (1) During the development of an official community plan, or the repeal or amendment of an official community plan, the proposing local government must provide one or more opportunities it considers appropriate for consultation with persons, organizations and authorities it considers will be affected.
- Jan 01/01
- (2) For the purposes of subsection (1), the local government must
- (a) consider whether the opportunities for consultation with one or more of the persons, organizations and authorities should be early and ongoing, and
  - (b) specifically consider whether consultation is required with
    - (i) the board of the regional district in which the area covered by the plan is located, in the case of a municipal official community plan,
    - (ii) the board of any regional district that is adjacent to the area covered by the plan,
    - (iii) the council of any municipality that is adjacent to the area covered by the plan,
    - (iv) first nations,
    - (v) school district boards, greater boards and improvement district boards, and
    - (vi) the Provincial and federal governments and their agencies.
- (3) Consultation under this section is in addition to the public hearing required under section 882 (3) (d).

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**DISTRICT OF WEST VANCOUVER**

**BYLAW NO. 4569, 2008**

**APPENDIX 'E'**

A bylaw to authorize a phased development agreement

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The Council of the District of West Vancouver, in open meeting assembled, having given notice and held a public hearing, enacts pursuant to s. 905.1 of the *Local Government Act* as follows:

1. The Mayor and Corporate Officer may execute and deliver an agreement with British Pacific Properties Inc. in the form attached as Schedule A to this bylaw.
2. This bylaw may be cited as "Phased Development Agreement Authorization Bylaw No. 4569 (Rodgers Creek Area), 2008".

READ A FIRST TIME this \_\_\_ day of \_\_\_\_\_, 2008.

PUBLIC HEARING HELD on this \_\_\_ day of \_\_\_\_\_, 2008

READ A SECOND TIME this \_\_\_ day of \_\_\_\_\_, 2008.

READ A THIRD TIME this \_\_\_ day of \_\_\_\_\_, 2008.

ADOPTED this \_\_\_ day of \_\_\_\_\_, 2008.

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Mayor

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Municipal Clerk

**PHASED DEVELOPMENT AGREEMENT**

This Agreement dated for reference the day of July, 2008 is

AMONG:

**THE DISTRICT OF WEST VANCOUVER**

(the “**District**”)

AND:

**BRITISH PACIFIC PROPERTIES INC.**

(“**BPP**”)

AND:

**KYRA DIAWA ROECK**

(“**Roeck**”)

AND:

**ANCORE DEVELOPMENTS LTD.**

(“**Ancore**”)

AND:

**SHOWMARK RODGERS CREEK DEVELOPMENT INC.**

(“**Showmark**”)

AND:

**CANADA CHARPAC DEVELOPMENTS LTD.**

(“**Charpac**”)

(BPP, Roeck, Ancore, Showmark and Charpac are collectively referred to in this Agreement as “the Owners”)

WHEREAS:

- A. BPP is the owner of land legally described in Schedule A;
- B. Roeck is the owner of land legally described as PID 014 535 726 Block 20 District Lot 817 New Westminster District Plan 1598];
- C. Ancore is the owner of land legally described as PID 110 775 350 Lot 5 District Lots 793 and 816 New Westminster District Plan 1598;

- D. Showmark is the owner of land legally described as PID 014 537 320 Lot 6 District Lots 793 and 816 New Westminster District Plan 1598;
- E. Charpac is the owner of land legally described as PID 005 764 483 Lot 7 District Lots 793 and 816 New Westminster District Plan 1598;
- F. The Owners have applied to the District for an amendment to the District's land use bylaw by way of Zoning Bylaw No. 2200, 1968 Amendment Bylaw No. 4568, 2008 (the "Zoning Amendment Bylaw") to permit the development on the Owners' land of a range of residential uses and associated civic and community uses;
- G. The Owners wish to provide certain amenities and features in the development of the Land, and the parties wish to ensure that the provisions of the District's zoning bylaw as amended by the Zoning Amendment Bylaw continue to apply to the Land for the period more particularly set out in this Agreement; and
- 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:

**INTERPRETATION OF AGREEMENT**

- 1. In this Agreement, the term "Land" refers to all of the land referred to in Recitals A, B, C, D and E, and the term "Owners" refers to all of the owners referred to in those Recitals.

**APPLICATION OF AGREEMENT**

- 2. This Agreement applies to the Land, including any parcels of land into which the Land may be subdivided. This Agreement applies to the Land and to no other land.

**BYLAW AMENDMENTS NOT TO APPLY**

- 3. For the term of this Agreement, any amendment or repeal of sections 36-302 and 36-304 of Zoning Bylaw No. 2200, 1968 as amended by the Zoning Amendment Bylaw shall not apply to the Land, except:
  - (a) as provided in section 905.1(6) of the *Local Government Act*; or
  - (b) to the extent that the Owner of any parcel comprising the Land agrees in writing that the amendment or repeal shall apply to that Land,

provided that the Owners agree that any amendment of either of those sections or any other section of the Zoning Bylaw that permits accessory housing generally within the District, being the use of land or buildings for a second dwelling unit additional to the principal dwelling unit on land or in a building, shall have application to the Land.

- 4. For certainty, and without limiting section 3, the District agrees that any development permit or building permit that would be issuable in respect of the Land on the date of adoption of the Zoning Amendment Bylaw will be issued throughout the term of this Agreement in accordance with the official community plan and Building Bylaw No. 4400, 2004 respectively, despite any

amendment or repeal of the bylaw provisions specified in section 3 that would otherwise prevent the issuance of the permit.

### **TERM OF AGREEMENT**

5. The term of this Agreement is ten (10) years from the date of adoption of the Zoning Amendment Bylaw.
6. The parties may terminate this Agreement at any time by written agreement.
7. If the amenities and features of the development are not provided to the standards and at the times set out in sections 8 through 12, 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 each of the Owners, provided that the District has at least two (2) months prior to giving such notice advised each of the Owners in writing of any alleged failure (the "Default Notice") to provide such amenities and features in accordance with this Agreement and the Owner responsible 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.

### **AMENITIES AND FEATURES OF THE DEVELOPMENT**

8. BPP shall provide the amenities listed in Schedule B at the times specified in Schedule B, and references to areas of the Land in Schedule B are references to the areas identified in the Zoning Amendment Bylaw. The standards for any amenities to be constructed must be no lower than those described in the Rodgers Creek Area Development Plan Overview Report dated March 7, 2008, and must be approved in writing by the District prior to construction. Nothing in this Agreement prevents BPP from entering into other agreements with any other Owner pursuant to which that Owner shares with BPP the cost of providing an amenity.
9. To the extent that such building features may be incorporated in the development of the Land without contravening the B.C. Building Code, buildings and structures on the Land including service infrastructure provided by any of the Owners must comply with the green building and building accessibility standards set out in Schedule C.
10. Section 9 does not exempt any Owner from complying with any provincial or District law of general application that may impose a more onerous standard, and for that purpose a standard is more onerous if it provides a greater level of protection to the environment or greater accessibility to persons with disabilities.
11. The Owners must prepare integrated stormwater management plans for Pipe, Westmount and Cave Creek watersheds prior to developing any portion of the Land lying within the watershed in which the development would occur, and construct to the satisfaction of the District all works required solely to mitigate the impacts of development of the Land, recommended by the engineer preparing the plan and approved by the District.
12. The Owners must prepare wildland fire management plans based on the principles set out in the District of West Vancouver Community Wildfire Protection Plan dated April 2007 for review, consideration and approval by the District concurrently with any development permit application



in respect of the Land, and shall implement such plans as approved by the District throughout the development of the Land.

13. Each of the Owners acknowledges that the amenities described in Schedule B and any stormwater management works required to be constructed under section 11 and required solely to mitigate the impacts of development of the Land are not “excess or extended services” as defined in section 939 of the *Local Government Act*, and are not works or services included in the calculations used to determine the amount of any development cost charge.

#### **SUBDIVISION OF THE LANDS**

14. The parties acknowledge that, at the request of the Owners, the Zoning Amendment Bylaw establishes development density limits and requirements on an area basis so as to provide maximum flexibility to the Owners in planning the subdivision and development of the Land. No Owner may subdivide any parcel comprising the Land unless, concurrently with the subdivision, the Owner grants to 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 Land such that the regulations contained in the Zoning Amendment Bylaw in respect of the Land are made applicable to the individual parcels created by the subdivision in a manner satisfactory to the District.

#### **ASSIGNMENT OF AGREEMENT**

15. Any Owner may assign this Agreement in whole or in relation to any parcel into which the Land of that Owner may be subdivided, if:
  - (a) the District, acting reasonably, consents in writing to the assignment and the assignee has executed and delivered to the District a notice of assumption and has entered into an assignment agreement with the Owner assigning the Agreement; or
  - (b) the assignment is to a developer licensed to do business in the District that has executed and delivered to the District a notice of assumption and has entered into an assignment agreement with the Owner assigning the Agreement.

#### **AMENDMENT OF AGREEMENT**

16. The parties may in writing agree to minor amendments to this Agreement, and for that purpose a “minor amendment” is an amendment to section 4, 5 or 6 of Schedule B or to Schedule C.

#### **SPECIFIC PERFORMANCE**

17. The Owners agree that the open space, Mountain Path, activity nodes, wetlands, trails and trail connections and highway rights of way described in Schedule B are uniquely located properties and if BPP fails to dedicate such lands to the District or grant to the District statutory rights of way in respect of such lands, as described in Schedule B, the Owners agree that the District shall be entitled to an order of specific performance for the dedication or grant, but the District is not precluded from claiming an award of damages for the Owner’s breach.

#### **GENERAL TERMS AND CONDITIONS**

18. 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.

19. Obligations expressed to be those of the Owners under this Agreement are obligations of the Owners in respect of their respective portions of the Land. Roeck, Ancore, Showmark and Charpac acknowledge that the performance by BPP of the obligations set out in section 8 may be a precondition to the development of each of their portions of the Land.
20. 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 District's approving officer under the *Land Title Act*, *Strata Property Act* or Bare Land Strata Regulations.
21. Any opinion, decision, act or expression of satisfaction or acceptance provided for in this Agreement may be taken or made by the District's Manager of Community Planning, unless expressly provided to be taken or made by another official of the District.
22. No provision of this Agreement is to be considered to have been waived by the District unless the waiver is expressed in writing by the District. The waiver by the District of any breach by the Developer of any provision is not to be construed as or constitute a waiver of any further or other breach.
23. 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.
24. The Owners 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 (but not loss of profits), damages, costs, expenses (including actual fees of professional advisors), remediation of contamination costs, 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) death, bodily injury, damage to or loss of any property or other incident or occurrence during the construction or provision of the amenities and other development contemplated by this Agreement;
  - (b) any default or breach of this Agreement by the Owners; and
  - (c) any wrongful act, omission or negligence of the Owners or their 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 Owners pursuant to this Agreement.
25. This indemnity shall survive any conclusion or other termination of this Agreement, in relation to any matter arising prior to it.
26. 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.

27. Time is of the essence of this Agreement and will remain of the essence notwithstanding the extension of any dates.
28. The obligations and covenants of the parties comprising the Owners shall be several only, and not joint and several.
29. The Owners acknowledge and agree that the District, acting reasonably, may, despite any public law limitations on the withholding of building permits and occupancy permits, withhold building permits and occupancy permits for the purpose of ensuring compliance with and administering the terms of this Agreement.
30. The District may, during the construction of any amenity required by this Agreement, appoint from time to time an employee or official to represent the interests of the District under this Agreement and advise the Owners in writing of such appointment, and the Owners shall for that purpose provide to the District's representative reasonable access to all documents related to the construction including but not limited to plans, permits, specifications, Building Code analyses, receipts, waybills, shipping documents and contracts, and reasonable access to the site of construction and all construction facilities. The Owners agree that the viewing of this documentation by the District's representative does not create any legal obligation, in tort or otherwise, on the part of the District or its representative whether or not comments are given to the Owner and whether or not the Owner chooses to act on comments that are given.
31. The parties hereto acknowledge and agree that BPP is hereby irrevocably authorized to have access to all of the Lands, notwithstanding who the Owner of any portion of the Lands may be, and has the authority of Roeck, Ancore, Showmark and Charpac, to carry out all responsibilities, obligations and covenants under this Agreement on behalf of the Owners and any decision, agreement, or act by BPP with respect to the terms and conditions of this Agreement shall bind all of the parties comprising the Owners.

**[EXECUTIONS BY THE PARTIES]**

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**SCHEDULE A**

**BPP LAND**

<b>PID</b>	<b>LEGAL DESCRIPTION</b>
010-059-903	LOT 9, BLOCK B, DISTRICT LOT 888, PLAN 2056
010-059-946	LOT 10, BLOCK B, DISTRICT LOT 888, PLAN 2056
010-059-989	LOT 11, BLOCK B, DISTRICT LOT 888, PLAN 2056
010-060-014	LOT 12, BLOCK B, DISTRICT LOT 888, PLAN 2056
010-060-049	LOT 13, BLOCK B, DISTRICT LOT 888, PLAN 2056
010-060-456	LOT 14, EXCEPT: PART ON STATUTORY RIGHT OF WAY PLAN LMP12499, BLOCK C, DISTRICT LOT 888, GROUP 1 NEW WESTMINSTER DISTRICT PLAN 2056
010-060-472	LOT 15, EXCEPT: PART ON STATUTORY RIGHT OF WAY PLAN LMP12499; BLOCK C, DISTRICT LOT 888, GROUP 1 NEW WESTMINSTER DISTRICT PLAN 2056
010-060-529	LOT 16, BLOCK C, DISTRICT LOT 888, PLAN 2056
005-179-815	THAT PART OF GROUP 1 DISTRICT LOT 888 LYING TO THE EAST OF BLOCKS B AND C PLAN 2056, EXCEPT: PLANS 21009, 21528 AND BCP386
015-845-664	LOT E, (REFERENCE PLAN 1160), EXCEPT PORTIONS IN: (1) PLAN LMP12499; (2) PLAN LMP32819; (3) PLAN LMP43012; (4) PLAN BCP20797; GROUP 1 NEW WESTMINSTER DISTRICT
010-086-366	THE EAST $\frac{3}{4}$ OF THE EAST $\frac{1}{2}$ OF THE WEST $\frac{1}{2}$ OF DISTRICT LOT 793 EXCEPT: (1) PART IN PLAN LMP12499; (2) PART IN PLAN LMP31079; (3) PART IN PLAN LMP43012; (4) PART IN PLAN LMP46365; (5) PART IN PLAN LMP52165; (6) PART IN PLAN BCP20797; GROUP 1 NEW WESTMINSTER DISTRICT
015-845-788	LOT F (EXPLANATORY PLAN 3383) EXCEPT: PART ON STATUTORY RIGHT OF WAY PLAN LMP12499; OF THE WEST QUARTER OF THE EAST HALF OF THE WEST HALF OF DISTRICT LOT 793 GROUP 1 NEW WESTMINSTER DISTRICT
010-086-285	THE WEST $\frac{1}{4}$ OF THE EAST $\frac{1}{2}$ OF WEST $\frac{1}{2}$ OF DISTRICT LOT 793 EXCEPT PORTIONS IN: (1) EXPLANATORY PLAN 3383; (2) PLAN 22444; (3) PLAN LMP31079; (4) PLAN BCP29797; GROUP 1 NEW WESTMINSTER DISTRICT
014-535-581	BLOCK 8 EXCEPT: PART ON STATUTORY RIGHT OF WAY PLAN LMP12499; DISTRICT LOTS 793 AND 816 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 1598
014-535-599	BLOCK 9 EXCEPT: PART ON STATUTORY RIGHT OF WAY PLAN LMP12499; DISTRICT LOTS 793 AND 816 GROUP 1 NEW WESTMINSTER

<b>PID</b>	<b>LEGAL DESCRIPTION</b>
	DISTRICT PLAN 1598
014-535-602	LOT A, (REFERENCE PLAN 1141) EXCEPT: EXCEPT: PART ON STATUTORY RIGHT OF WAY PLAN LMP12499; OF BLOCKS 10 AND 11 DISTRICT LOTS 793 AND 816 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 1598
014-535-611	BLOCK 11 EXCEPT PART IN LOT A (REFERENCE PLAN 1141) DISTRICT LOTS 793 AND 816 PLAN 1598
014-535-629	BLOCK 12, DISTRICT LOT 793 AND 816 PLAN 1598
014-535-637	BLOCK 13, DISTRICT LOT 793 AND 816 PLAN 1598
014-535-645	BLOCK 14 EXCEPT: PART SUBDIVIDED BY PLAN LMP14079, DISTRICT LOTS 793 AND 816 PLAN 1598
014-537-419	LOT 24, DISTRICT LOT 793 AND 816 PLAN 1598
014-537-427	LOT 25, DISTRICT LOT 793 AND 816 PLAN 1598
014-537-435	LOT 26, DISTRICT LOT 793 AND 816 PLAN 1598
014-537-443	LOT 27, EXCEPT: PART ON STATUTORY RIGHT OF WAY PLAN LMP12499; DISTRICT LOT 793 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 1598
014-535-157	THE EAST ½ OF THE EAST ½ OF BLOCK 8 EXCEPT, PART ON HIGHWAY PLAN 169 DISTRICT LOT 817 PLAN 1598
014-535-165	BLOCK 9, EXCEPT: PART ON HIGHWAY PLAN 169 DISTRICT LOT 817 PLAN 1598
014-535-173	BLOCK 10 DISTRICT LOT 817 PLAN 1598
014-535-181	BLOCK 11 DISTRICT LOT 817 PLAN 1598
014-535-190	BLOCK 12 EXCEPT: PART ON STATUTORY RIGHT OF WAY PLAN LMP12499; DISTRICT LOT 817 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 1598
014-535-203	BLOCK 13 EXCEPT: PART ON STATUTORY RIGHT OF WAY PLAN LMP12499; DISTRICT LOT 817 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 1598
014-535-211	BLOCK 14 DISTRICT LOT 817 PLAN 1598
014-535-220	BLOCK 15 EXCEPT: PART ON STATUTORY RIGHT OF WAY PLAN LMP12499; DISTRICT LOT 817 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 1598
014-535-319	BLOCK 16 EXCEPT: PART ON STATUTORY RIGHT OF WAY PLAN LMP12499; DISTRICT LOT 817 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 1598

<b>PID</b>	<b>LEGAL DESCRIPTION</b>
014-535-335	BLOCK 17 DISTRICT LOT 817 PLAN 1598
014-535-360	BLOCK 18 DISTRICT LOT 817 PLAN 1598
014-535-386	BLOCK 19 DISTRICT LOT 817 PLAN 1598
014-535-416	BLOCK 21, EXCEPT: PART ON HIGHWAY PLAN 169 DISTRICT LOT 817 PLAN 1598

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## SCHEDULE B

### AMENITIES AND FEATURES OF THE DEVELOPMENT

(References to Areas are references to areas set out on Schedule B1.)

1. Dedication or grant of a statutory right of way, as determined by the District and the Owners, acting reasonably, to the District of open space as described in the Rodgers Creek Area Development Plan Overview Report dated March 7, 2008 (the "Report"), upon each internal subdivision within Area 1, Area 2, Area 3, Area 4, Area 5 or Area 6 containing such open space.
2. \$7,940,000 to be paid to the District for deposit to a District reserve fund to be used for amenity projects determined by Council which may include but are not limited to McGavin Field, community arts and culture facilities elsewhere in the District, a fire hall and associated equipment, a childcare facility or over-sizing of storm water diversion works in the District, to be paid as follows:
  - (a) \$1 million upon adoption of the Zoning Amendment Bylaw;
  - (b) \$1 million upon the issuance of a development permit for Area 1;
  - (c) \$1 million upon the issuance of a development permit for Area 2;
  - (d) \$2.5 million prior to the issuance of a building permit authorizing the construction of the 245<sup>th</sup> dwelling unit on the Land; and
  - (e) \$2.44 million prior to the issuance of a development permit or approval of a subdivision within Area 6.
3. Restoration and enhancement of environmentally sensitive areas within the Land or in the vicinity of the Land, other than the mitigation of development impacts associated with the building of bridges and the installation of culverts as described in the Report, up to an aggregate cost of \$500,000 for design and construction. The selection of areas to be restored and enhanced and the timing of the work shall, subject to the limitation set out in this section 3, be in the sole discretion of the District.
4. Dedication to the District as highway or park land, or if so determined by the District and the Owners, acting reasonably, granting to the District of a statutory right of way for, and in either case the construction of, the Mountain Path as described in the Rodgers Creek Area Development Plan Overview Report dated March 7, 2008, at the time of development of each portion of the Land through which the Mountain Path passes, except that:
  - a. the portion of the Mountain Path connecting Area 5 to McGavin Field must be provided, subject to securing approvals from the Ministry of Transportation, prior to the issuance of building permits in respect of Area 5 for more than 40% of the dwelling units permitted in that area, and
  - b. the portion of the upper Mountain Path west of Area 6 must be provided prior to the issuance of building permits in respect of Area 6 for more than 40% of the dwelling units permitted in that area.

The constructed width shall be 3 metres except in the case of the portions of the upper Mountain Path in Area 6 and west of Area 6, whose width shall be 2 metres, in all cases with 0.5 metre shoulders on both sides.

5. Construct and complete other public trails and amenity areas as follows:

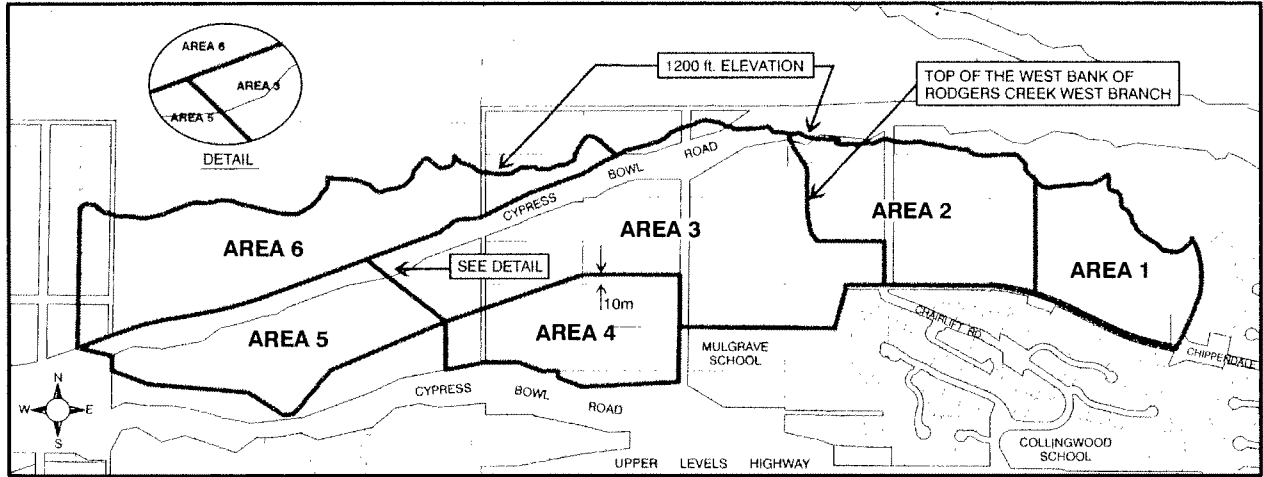
- (a) Activity nodes on the Mountain Path along Chippendale Road in Areas 1 and 2 and at the wetland within Area 2, on issuance of a development permit and approval of a subdivision of the area in which the node is located.
- (b) The wetland in Area 2 will be dealt with pursuant to the site servicing agreement for Area 2, and must be addressed in the first development permit authorizing development within Area 2.
- (c) Activity nodes on Chippendale Road in Area 3, including the dedication and construction of the trailhead, pond and parking area, will be dealt with pursuant to the site servicing agreement for Area 3, and must be addressed in the first development permit authorizing development within Area 2.
- (d) The wetland in Area 4 will be dealt with pursuant to the site servicing agreement for Area 4, and must be addressed in the first development permit authorizing development within Area 4.
- (e) Connections to existing hiking trails to the north of the Land, in the case of connections east of Area 6 and north of Cypress Bowl Road shall be identified in the development permit authorizing development within Area 5, and shall be provided prior to the issuance of building permits in respect of Area 6 for more than 40% of the dwelling units permitted in that area in the case of connections to the north and west of Area 6.
- (f) BPP to participate in a District-led process to identify locations for permanent mountain bike trails north of Cypress Bowl Road and west of Area 6, to be secured by statutory right of way in favour of the District.
- (g) Temporary rights of way in favour of the District for a mountain bike trail known locally as "Sex Boy" located in Area 6 on the date of adoption of the bylaw authorizing this Agreement, such temporary rights of way to be granted within six (6) months of the date of adoption of the bylaw authorizing this Agreement and discharged in respect of any trail whose function is replaced by a right of way for a permanent trail provided in accordance with section 6(f). Under the temporary rights of way, the District shall indemnify and save harmless BPP from any and all damages, actions, causes of action, claims, suits, debts, demands, damages, interest, costs, expenses and compensation of every nature and kind, howsoever, arising from the public use of the mountain bike trails.

7. Road works in excess of ordinary District standards:

- (a) Enhancement of the design and construction of all roads and lanes constructed on the Land to the standards described in the Rodgers Creek Area Development Plan Overview Report dated March 7, 2008, including traffic calming measures on the portion of Chippendale Road between Marr Creek and the forested section of the Mountain Path, as each portion of the road and lane network is constructed to serve portions of the Land being developed.

- (b) Dedication as highway of land for the extension of Chippendale Road northwest from Chairlift Road to Cypress Bowl Road, at a width specified by the District not exceeding 18 metres except to the extent that such greater width is required to support, protect or drain a roadway of the width required by the District for any portion of Chippendale Road, within three (3) months of the date of adoption of the bylaw authorizing this Agreement and prior to the approval of any subdivision or issuance of any building permit in respect of the CD-3 zone established by the Zoning Amendment Bylaw. As an alternative BPP may grant a blanket statutory right of way over the Land (with an unregistrable sketch plan attached as a schedule showing such highway) with provisions entitling BPP to substitute a surveyed right of way at a time of its choosing and to discharge such right of way from portions of the Land that do not contain any portion of such highway, and in that event BPP agrees that despite any bylaw of the District, the District may refuse to authorize the construction of any building, structure or other improvement on that portion of the Land that the District in its sole discretion considers will be required for the dedication of the highway.
  - (c) Substantial completion of construction of Chippendale Road from Chairlift Road to Cypress Bowl Road, including the bridge crossing of Rodgers Creek, within eighteen (18) months of the date of adoption of the bylaw authorizing this Agreement.
  - (d) Dedication as highway of a right of way providing highway access from Lower Cypress Bowl Road west of Pipe Creek to land to the east of Pipe Creek immediately north of Lower Cypress Bowl Road, at a width specified by the District not exceeding 15 metres, and construction, or providing security in the form of an irrevocable Letter of Credit for the construction, of a 7.2 metre wide highway bridge over Pipe Creek at that location, prior to the approval of any subdivision of Land within Area 4.
8. Transfer to the District in fee simple, for nominal consideration, of the serviced site in Area 6 described on page 61 of the Report, except that the future use of the site shall not be restricted in any way, the transfer to be made at the time of subdivision of Land within Area 6.

SCHEDULE B1



## SCHEDULE C

### Green Building Strategy

The landowners have committed to a Green Building Strategy that reduces energy and water consumption, reduces greenhouse gas emissions, enhances sustainability and creates a healthy living environment. This strategy includes the following.

➤ *Green Building Standards*

- Committed to a minimum of LEED™ (Leadership in Energy & Environmental Design) Canada Silver equivalency for multi-family concrete buildings.
- Committed to a minimum of BuiltGreen Silver for wood-frame construction (e.g. single family homes, duplexes and wood-frame townhomes).
- Committed to exceeding performance standards set by new BC Green Building Code.
- Exploring UBC's Residential Environmental Assessment Program (REAP) Silver level as a complementary standard for wood-frame construction.

➤ *Energy Conservation*

- Passive solar design, natural ventilation and daylighting through site and building design, e.g., single loaded apartment buildings with more solar access and natural air circulation
- Minimum EnerGuide Rating of 77 for all wood-frame construction and ASHRAE 90.1 (2004) for all multi-family buildings
- Reduce design energy cost by 25% as compared to the energy cost of the ASHRAE 90.1 (2004) reference building for all concrete buildings
  - Minimum R40 for roof insulation
  - Minimum R20 for exterior wall insulation for non-glazed areas
  - Minimum R20 for floors above non-heated parkade areas
  - Energy Efficient Windows – all windows to be Energy Star-rated
- Energy Efficient Light Fixtures – lighting power densities to meet ASHRAE recommendations
  - Energy Efficient Appliances – all appliances to be Energy Star-labeled
- Energy Efficient Heating & Cooling systems – high efficiency furnaces, boilers and hot water heaters
  - Provide real-time Energy Meters ('Smart Meters') in all units
  - Provide Energy Star-labeled programmable thermostats

- Minimum of 25% of all light fixtures to be fluorescent, compact fluorescent or LED in apartment buildings
- Non-incandescent lighting (e.g., fluorescent, compact fluorescent or LED) to be provided in all common areas
- Light Pollution to be reduced
- Considering heat recovery systems (HRV) where appropriate
- *Water Conservation*
  - All units to have individual water meters to encourage conservation
  - The use of municipally provided potable water will be reduced by 30% for concrete multi-family buildings (not including irrigation) compared to baseline use
  - Water-efficient fixtures will be used:
    - Dual-flush toilets
    - Low flow faucets with aerators in all bathroom and kitchen sinks
    - Low flow showerheads
  - Dishwashers must be water efficient (less than 26L per normal wash cycle)
  - Clothes Washers must be water efficient (max. 62 L per standard cycle)
  - Capture rainwater in cisterns for irrigation, where feasible
  - Water-efficient landscaping will be installed
    - Use Drought-tolerant plants
    - Use Native plants
    - Irrigation systems, if required, shall be temporary (removed after planting is established) or will include an automated controller, rain or soil sensors and a pressure regulator
- *Green Roofs & Terraces*
  - Use Energy Star compliant reflective and high emissivity roofing for 75% of the roof surface to reduce heat islands to minimize the impact on the microclimate and habitat, where it is not in conflict with the objective of minimizing visual impact
  - Extensive green terraces will be provided in all concrete multi-family buildings, if and as allowed by HPO and insurance providers
  - Consider green roofs where practical and if and as allowed by HPO and insurance providers

➤ *Indoor Environmental Quality*

- Use only low-emitting adhesives, sealants and sealant primers
- Use only low-emitting paints and coatings
- Use only low emitting floor covering systems
- Design of concrete multi-family buildings will meet requirements of ASHRAE 55, Thermal Environmental Conditions for Human Occupancy and ASHRAE 62, Ventilation for Acceptable Indoor Air Quality
- Considering installing permanent carbon dioxide (CO<sub>2</sub>) monitoring systems in all units

➤ *Efficient Use of Materials & Resources*

- Use a minimum of 10% (by value) of building materials or products for which at least 80% of the mass is extracted, processed and manufactured within 800 km of the project site or within 2,400 km of the project site and shipped by rail or water
- Consider use of rapidly renewable building materials and products (e.g., wool carpet) where practical to reduce the use and depletion of finite raw materials

➤ *Universal Design & Accessibility*

- 100% of all apartment units to have 'basic' accessible features
- Up to 20% of apartment units to have optional upgrade to Level Two accessible features, fixtures and finishes during pre-sale process
- 20% of all apartment units to be designed to meet SAFERhome standards for accessibility, children's safety, seniors and aging in place
- Alternatively, the District in consultation with the Owners and the North Shore Advisory Committee on Disability Issues (ACDI) will determine whether, on a building by building basis, 100% of the units should meet the SAFERhome standards.
- Site designs to be reviewed by Crime Prevention through Environmental Design (CPTED) practitioner

➤ *Sustainable Design*

- At least one LEED Accredited Professional to be part of the design team for all multi-family projects
- An Integrated Design Process (IDP) that brings all project team members together early in the design process will be adopted for all multi-family projects.
- All refrigeration systems will be specified with hydrofluorocarbons (HFC) refrigerants only. The use of CFC based refrigerants will not be allowed.

- Provide an educational package to all home buyers on the use of green cleaning products, recycling guidelines, the green features of their building and home and tips on and benefits of energy, water and resource conservation
- Exploring implementing a Building Durability Plan in accordance with CSA S478-95 (R2001) to minimize materials use and construction waste over a building's life
- On-going review of new sustainable standards, technologies and strategies including exploring avenues for "future proofing" buildings to allow for the future installation of new technologies at Development Permit Stage

### Green Infrastructure

The Rodgers Creek Area will be developed with a range of green infrastructure elements including the following.

#### ➤ *Low Impact Development Standardst*

- Minimize road lengths and road widths
- Minimize creek crossings
- Minimize use of curbs and impervious surfaces
- Landscape with native plants
- Exploring reduced streetlighting levels, subject to District of West Vancouver approval

#### ➤ *Alternative Transportation Choices*

- A highly connective pedestrian and cycling network that is integrated with a multi-modal street network will be provided, including:
  - a multi-use path with gentle grades (Mountain Pathway) that runs through all the neighbourhoods and is located within 400 m of 100% of the units
  - an extensive secondary trail network to maximize pedestrian and bicycle linkages
- Land use has been clustered to create more transit-supportive densities
- The road pattern has been designed to support routing of transit
- Bicycle storage to be provided in all underground garages
- Provide one electrical service suitable for a charging station (either an outlet or conduit to allow the future installation of an outlet) for every two parking stalls for recharging of electric vehicles or hybrid vehicle battery support
- Exploring strategies for Traffic Demand Management to reduce single occupancy vehicle trips such as:



- transit passes
  - co-op cars or car sharing in multi-family buildings
- *Alternative Energy Sources & Energy Conservation*
- Committed to Ground Source Heating & Cooling (e.g., geexchange) for all concrete buildings
  - Considering Ground Source Heating & Cooling (e.g., geexchange) for wood-frame multi-family buildings and larger single family homes.
  - Passive measures for cooling (shading, natural ventilation, etc.) will be implemented.
  - Exploring Solar Power and Wind Power, if feasible and allowed by approving authorities
  - Exploring Sanitary Sewer Heat Recovery, if feasible and allowed by approving authorities
  - Considering, in conjunction with the District of West Vancouver, more energy efficient streetlighting
- *Integrated Stormwater Management*
- Stormwater runoff to be managed on a lot, a neighbourhood and a watershed level
  - Protect streams, and where possible, enhance streams
  - Clustering development and conserving a majority of the site as natural open space to reduce pervious areas
  - Integrated Stormwater Management Plans (ISMP's) prepared for each watershed will be used to set targets for rainfall capture
  - Implementing Best Management Practices (BMP's) and Low Impact Development strategies (LID's), for areas that are developed, respecting steep, mountain terrain
  - Techniques and strategies for managing stormwater include rain gardens, constructed wetlands, absorbent landscaping, percolation areas, rainwater harvesting, bioswales and permeable paving

#### Solid Waste Management Strategy

- A construction waste management plan that diverts a minimum of 75% (by weight) of construction, demolition and land clearing waste from landfills will be implemented.
- Recycling Facilities for simplified separation and collection of recyclable materials will be provided within units, buildings and neighbourhoods. Ensure facilities are properly sized.

- Recycling of site-generated organics from construction activities to produce topsoil to be re-used on site or on nearby sites
- Plant and tree salvage from construction areas for reuse as landscaping vegetation
- Re-use of site-harvested trees for construction of homes, landscaping, trails and other amenities
- Re-use of site-generated rock for retaining walls, house detailing and trim, road and trail gravels, landscaping and creek restoration (e.g., ponds, weirs, cascades)
- Re-use excess structural fill from construction activities in close proximity to the development site. For example, excess structural fill from Area 1 is proposed to be used in Area 2 for road building and for building the McGavin Field. Exploring new sites for later phases.
- Use of recycled materials in new home construction
  - Committed to using recycled materials in new home construction, e.g., siding, roofing
  - Exploring use of salvaged, refurbished, or reused materials for at least 5% of the total cost of building materials
- Use of recycled materials in new infrastructure
  - Using recycled materials (e.g., “Rapcon”) for road base and some trails
  - Exploring the use of recycled materials in asphalt paving

#### Liquid Waste Management Strategy

- Although planning and engineering to date has been based on connecting the sanitary sewers to the municipal sewer system, dialogue is on-going with District staff on sustainable alternatives.