



District of West Vancouver

**Official Community Plan Bylaw No. 4985, 2018,
Amendment Bylaw No. 5205, 2024**

(Area Development Plan for Cypress Village and Eagleridge)

Effective Date:

Official Community Plan Bylaw No. 4985, 2018, Amendment Bylaw No. 5205, 2024

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District of West Vancouver

Official Community Plan Bylaw No. 4985, 2018, Amendment Bylaw No. 5205, 2024

A bylaw to amend the Official Community Plan Bylaw No. 4985, 2018, to include the Area Development Plan for Cypress Village and Eagleridge.

Previous amendments: Amendment bylaws 5008, 5045, 5054, 5057, 5064, 5074, 5076, 5120, 5128, 5135, 5172, 5222 and 5231.

WHEREAS the Council of The Corporation of the District of West Vancouver deems it expedient to amend the Official Community Plan to provide for the Area Development Plan for Cypress Village and Eagleridge;

AND WHEREAS the Council of the Corporation of the District of West Vancouver is of the opinion that the CV1: Cypress Village Riparian Areas Development Permit Area guidelines established by this amendment bylaw provide a level of protection for riparian areas that is comparable to or exceeds the level of protection established by the Riparian Areas Protection Regulation;

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

Part 1 Citation

- 1.1 This bylaw may be cited as Official Community Plan Bylaw No. 4985, 2018, Amendment Bylaw No. 5205, 2024.

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 Section 1 Introduction

3.1 Schedule A of Official Community Plan Bylaw No. 4985, 2018 is amended as follows:

3.1.1 By adding a “West Vancouver Milestone” on page 7 after “2017 West Vancouver Police Services Building completed at Municipal Hall” as follows: “2024 966 acres of park created in/near Eagleridge; adoption of Area Development Plan for Cypress Village and Eagleridge”.

Part 4 Amends Section A Housing & Neighbourhoods

4.1 Schedule A of Official Community Plan Bylaw No. 4985, 2018 is amended as follows:

4.1.1 By inserting the following sentence at the end of the last paragraph on page 37 under 2.2 Future Neighbourhoods: “The Area Development Plan for Cypress Village and Eagleridge (see Schedule ii) reflects this holistic approach.”

4.1.2 By inserting a footnote to the text “Residentially zoned lands represent a significant area of the Upper Lands” and “British Pacific Properties holds the majority of land below 1200 feet” on page 37, with the following: “These figures do not include lands acquired by the District from BPP through the Area Development Plan for Cypress Village and Eagleridge (see Schedule ii)”.

4.1.3 By inserting a footnote to the text “Cypress Village” in the first paragraph on page 38 with the following: “The Area Development Plan for Cypress Village and Eagleridge (see Schedule ii) incorporates this transfer of development potential principal.”

4.1.4 By inserting after the text “Parks & Environment” in the third paragraph on page 38 the following: “ and in the Area Development Plan for Cypress Village and Eagleridge”.

4.1.5 By inserting at the end of Section 2.2.1 b. before “; and” the following: “, except where additional density is approved within an Area Development Plan that is intended to achieve Policy 2.2.1 c., Policy 2.2.3 b., and/or other objectives (e.g. provision of community amenities/facilities)”.

4.1.6 By inserting a footnote to the text in Section 2.2.7 with the following: “The Area Development Plan for Cypress Village and Eagleridge is now complete (see Schedule ii).”

- 4.1.7 By inserting a footnote to the text in Section 2.2.9 a. after the words “Upper Lands”, with the following: “This vision is incorporated into the Area Development Plan for Cypress Village and Eagleridge (see Schedule ii).”
- 4.1.8 By inserting a footnote to the text in Section 2.2.10 b. after the words “Cypress Village”, with the following: “The Area Development Plan for Cypress Village and Eagleridge (see Schedule ii) accommodates the transfer of development potential from the Eagleridge lands to Cypress Village (without including development above 1,200 feet)”.
- 4.1.9 By inserting a footnote to the text in Section 2.2.12, with the following: “Ecologically and recreationally significant private lands in Eagleridge have been protected as part of the Area Development Plan for Cypress Village and Eagleridge (see Schedule ii) reflecting these priorities”.
- 4.1.10 By inserting a footnote to the text in Section 2.2.16, with the following: “The Area Development Plan for Cypress Village and Eagleridge (see Schedule ii) includes trail connectivity to the wider mountainside but accommodates the transfer of development potential from the Eagleridge lands to Cypress Village without including development above 1,200 feet”.
- 4.1.11 By replacing Maps 8 and 9 with the amended Maps 8 and 9 attached in Schedule A.

Part 5 Amends Section C Transportation & Infrastructure

- 5.1 Schedule A of Official Community Plan Bylaw No. 4985, 2018 is amended:
 - 5.1.1 By deleting the word “proposed” from 2.4.12 a.
 - 5.1.2 By replacing Maps 11 and 12 with the amended Maps 11 and 12 attached in Schedule A.

Part 6 Amends Section D Parks & Environment

- 6.1 Schedule A of Official Community Plan Bylaw No. 4985, 2018 is amended as follows:

- 6.1.1 By inserting a footnote to the text “Natural assets define our community”, “We have an abundance of trails and easy access to nature” and “Our community enjoys a remarkable supply of parkland” on page 65, with the following: “These figures do not include lands dedicated as park in Eagleridge or new trails that will be created as part of implementing the Area Development Plan for Cypress Village and Eagleridge (see Schedule ii)”.
- 6.1.2 By adding a footnote to the word “Eagleridge” in the fourth bullet in Section 2.7.3, with the following text: “The Eagleridge lands have been acquired as part of the Area Development Plan for Cypress Village and Eagleridge (see Schedule ii)”.
- 6.1.3 By replacing the text “through the Cypress Village Area Development Plan process” in Section 2.7.7 c., with the following: “in accordance with the objectives and principles of this OCP”.
- 6.1.4 By adding a footnote to the end of the sentence in Section 2.7.9 a., with the following “The Area Development Plan for Cypress Village and Eagleridge (see Schedule ii) makes progress towards this vision by protecting the lands in Eagleridge”.
- 6.1.5 By replacing Maps 13 and 14 with the amended Maps 13 and 14 attached in Schedule A.

Part 7 Amends Section E Social Well-being

- 7.1 By replacing Map 15 with the amended Map 15 attached in Schedule A.

Part 8 Amends Schedule ii Area-Specific Policies & Guidelines

- 8.1 Schedule ii of Schedule A of Official Community Plan Bylaw No. 4985, 2018 is amended as follows:
 - 8.1.1 By inserting at the end of the following sentence under Development Permit Area Designation UL8 “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 UL 8.1”, the following text: “and except the Cypress Village Area where Cypress Village Development Permit Area Designations apply instead.”.

- 8.1.2 By adding to the end of the following sentence under Upper Lands Watercourse Protection Guidelines “The following guidelines shall apply to all lands in the Future Neighbourhoods, including the Rodgers Creek Area” the following text: “but excluding the Cypress Village Area.”
- 8.1.3 By deleting the word “proposed” from Policy UL 8.1 g.
- 8.1.4 By replacing the words “a proposed” with “the” in Policy UL 8.1 k.
- 8.1.5 By replacing the following maps with the amended maps in Schedule A:
 - (a) “Residential Area Designations”,
 - (b) “Areas where Development Permit Required to Address Environmental Considerations” under the heading Natural Environment and Hazard Guidelines for Development Permit Area Designations”,
 - (c) “Wildfire Hazard Development Permit Area Designation Map NE 1”,
 - (d) “Natural Environment Development Permit Area Designation Map NE 6 for Existing Neighbourhoods”,
 - (e) “Future Neighbourhoods Area Development Information Area and Development Permit Area Designation Map UL 8”, and
 - (f) “Limited Use and Recreation Area Development Permit Area Designation Map UL 9”.

Part 9 Area Development Plan for Cypress Village and Eagleridge

- 9.1 Schedule A of Official Community Plan Bylaw No. 4985, 2018 is amended by inserting the Area Development Plan for Cypress Village and Eagleridge, attached as Schedule B, into Schedule ii Area-Specific Policies & Guidelines after the “Horseshoe Bay Local Area Plan and Design Guidelines”.

Schedules

Schedule A – Amended Maps

Schedule B – Area Development Plan for Cypress Village and Eagleridge

READ A FIRST TIME (MAJORITY VOTE IN THE AFFIRMATIVE) on
June 3, 2024

PUBLICATION OF NOTICE OF PUBLIC HEARING on June 12 and 19, 2024

PUBLIC HEARING HELD on June 25, 2024

READ A SECOND TIME (MAJORITY VOTE IN THE AFFIRMATIVE) on
June 25, 2024

READ A THIRD TIME (MAJORITY VOTE IN THE AFFIRMATIVE) on
June 25, 2024

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

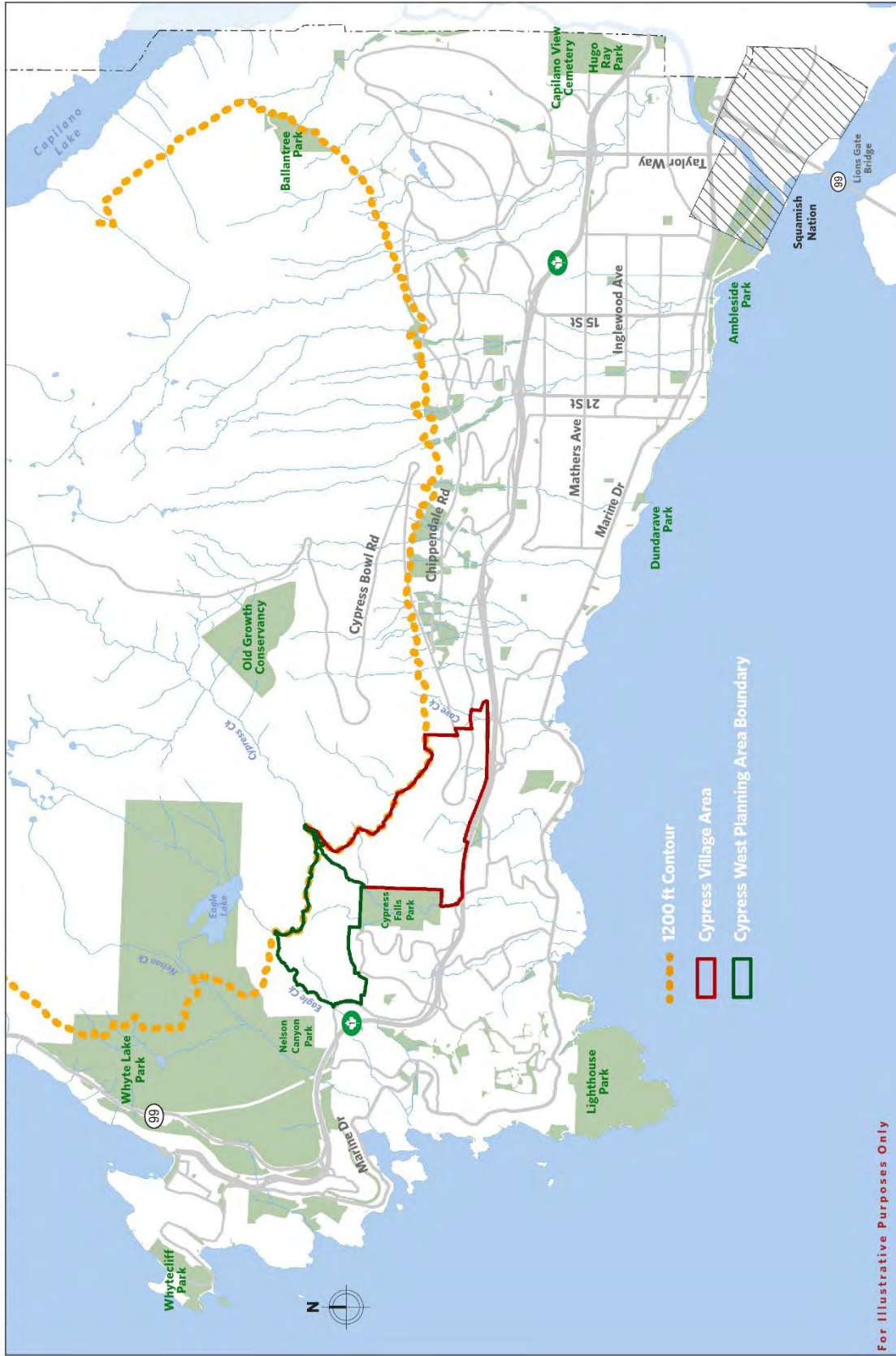
Mayor

Corporate Officer

Schedule A – Amended Maps



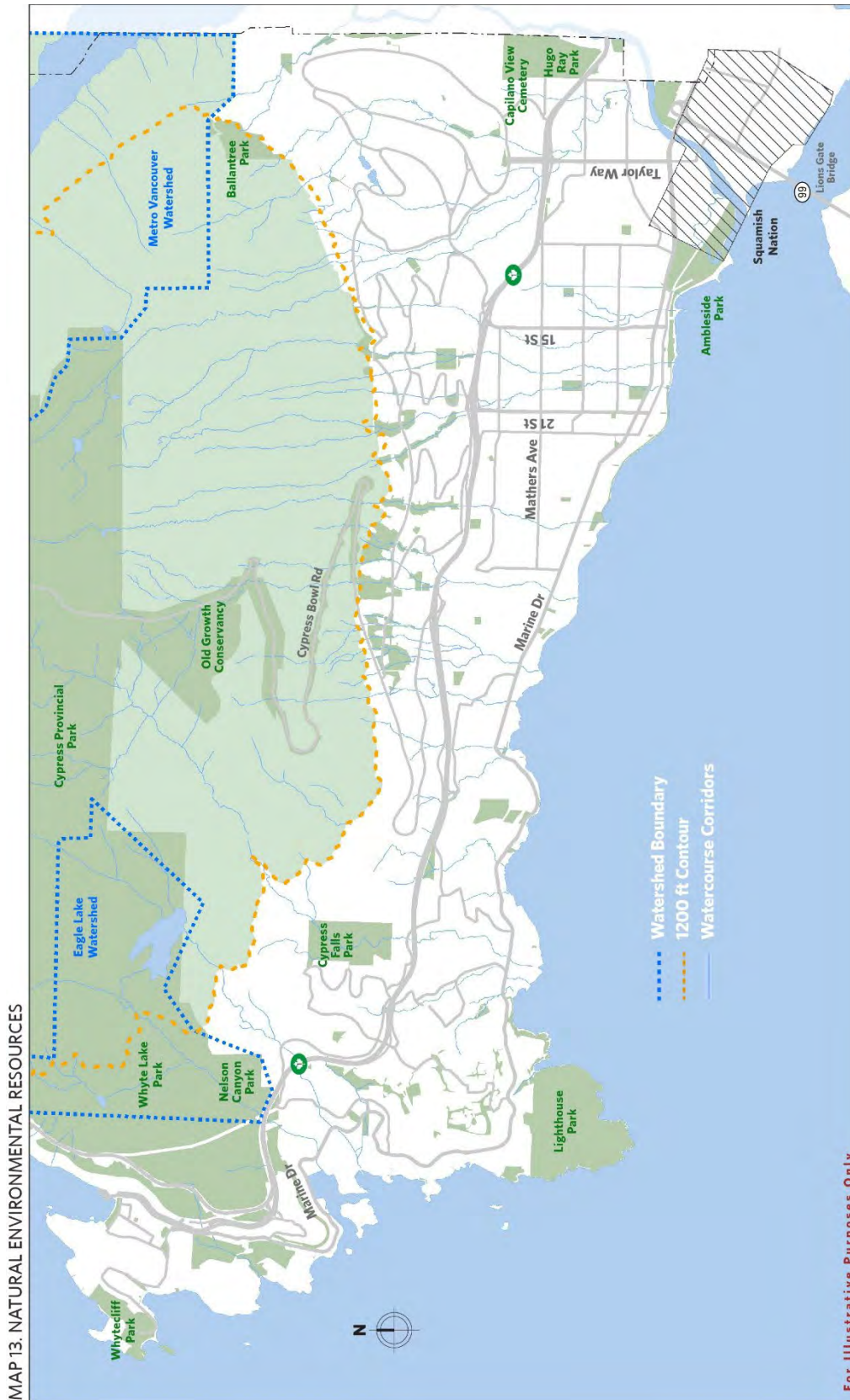
MAP 9. CYPRESS VILLAGE AND CYPRESS WEST AREAS

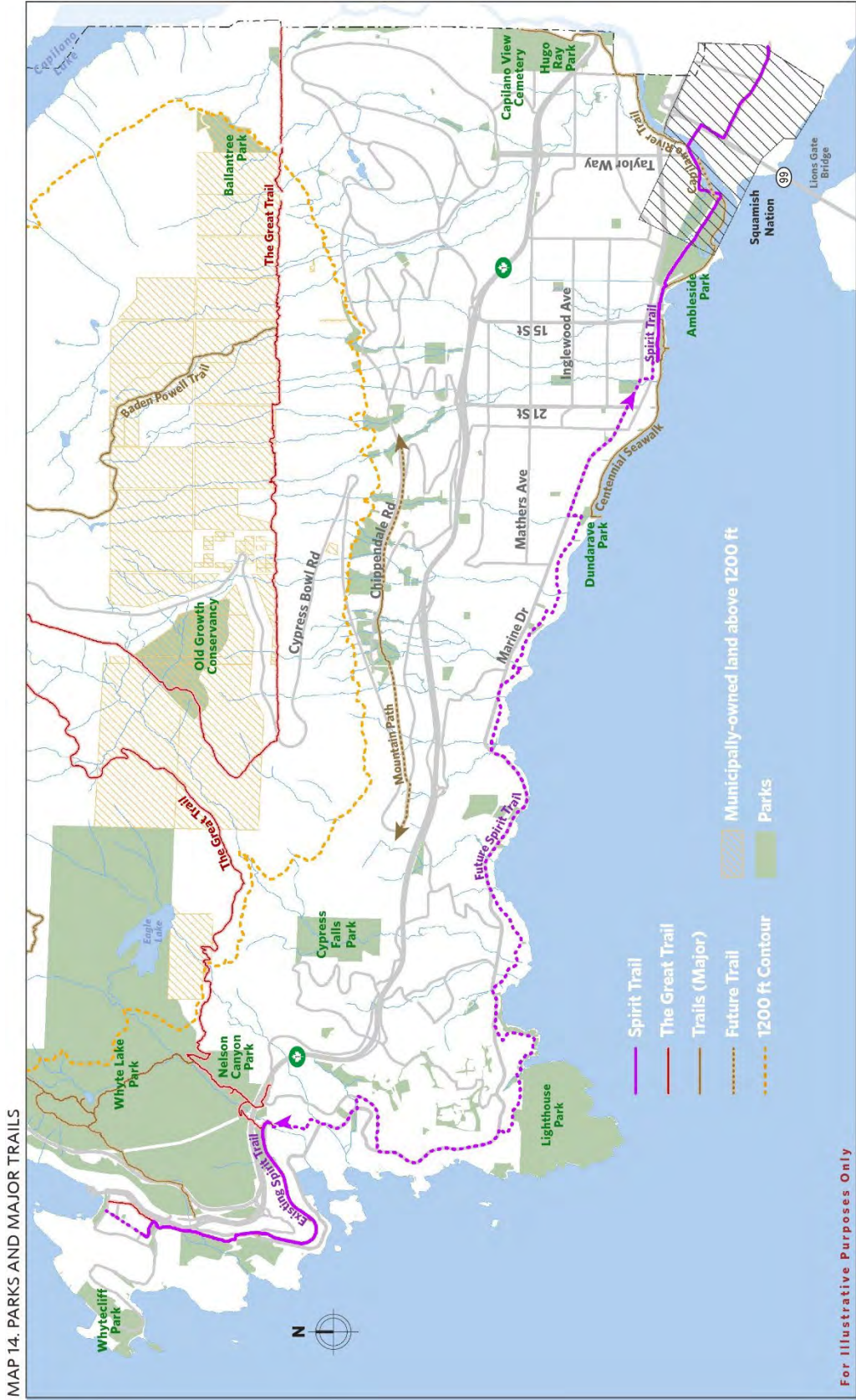


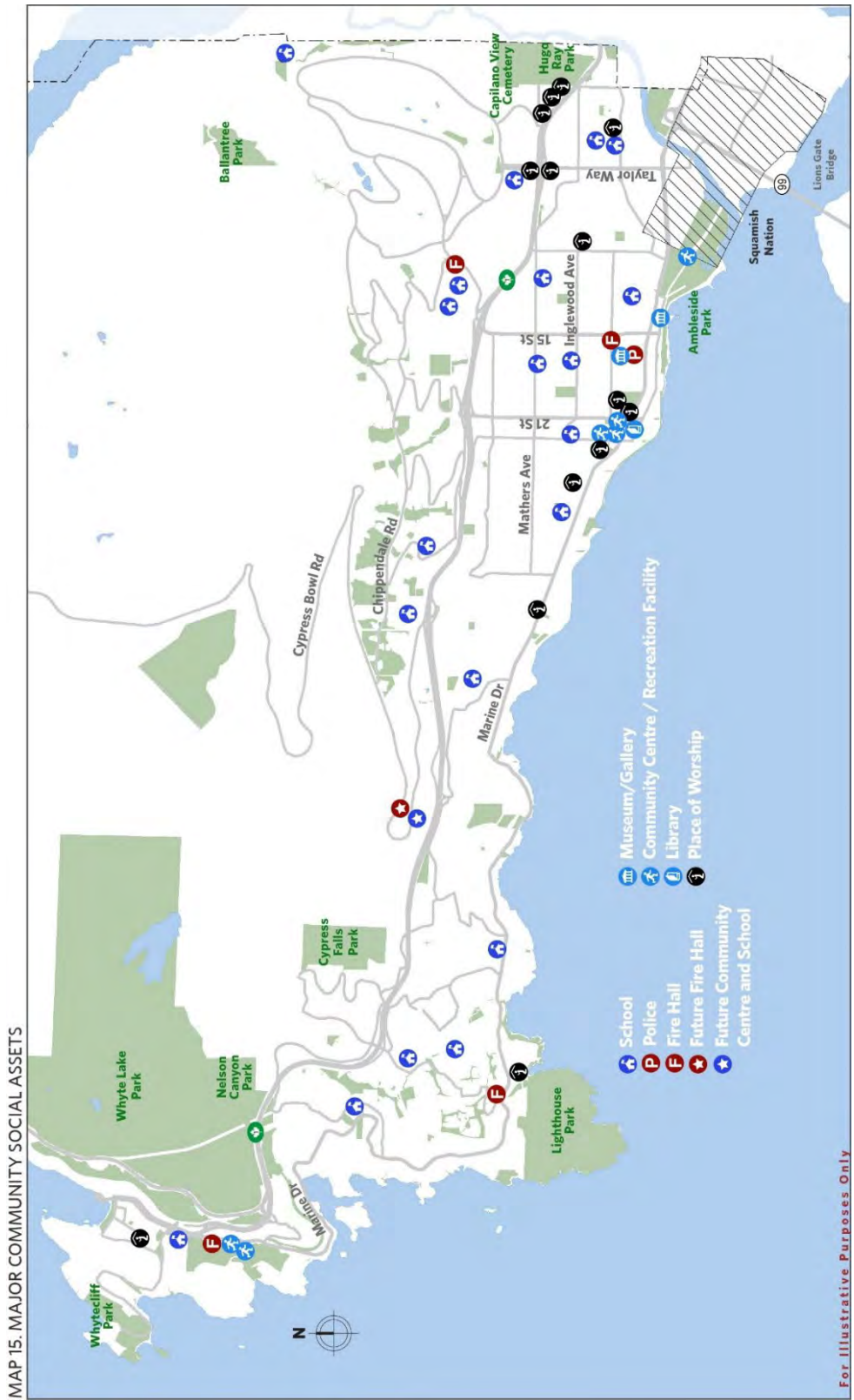
For Illustrative Purposes Only

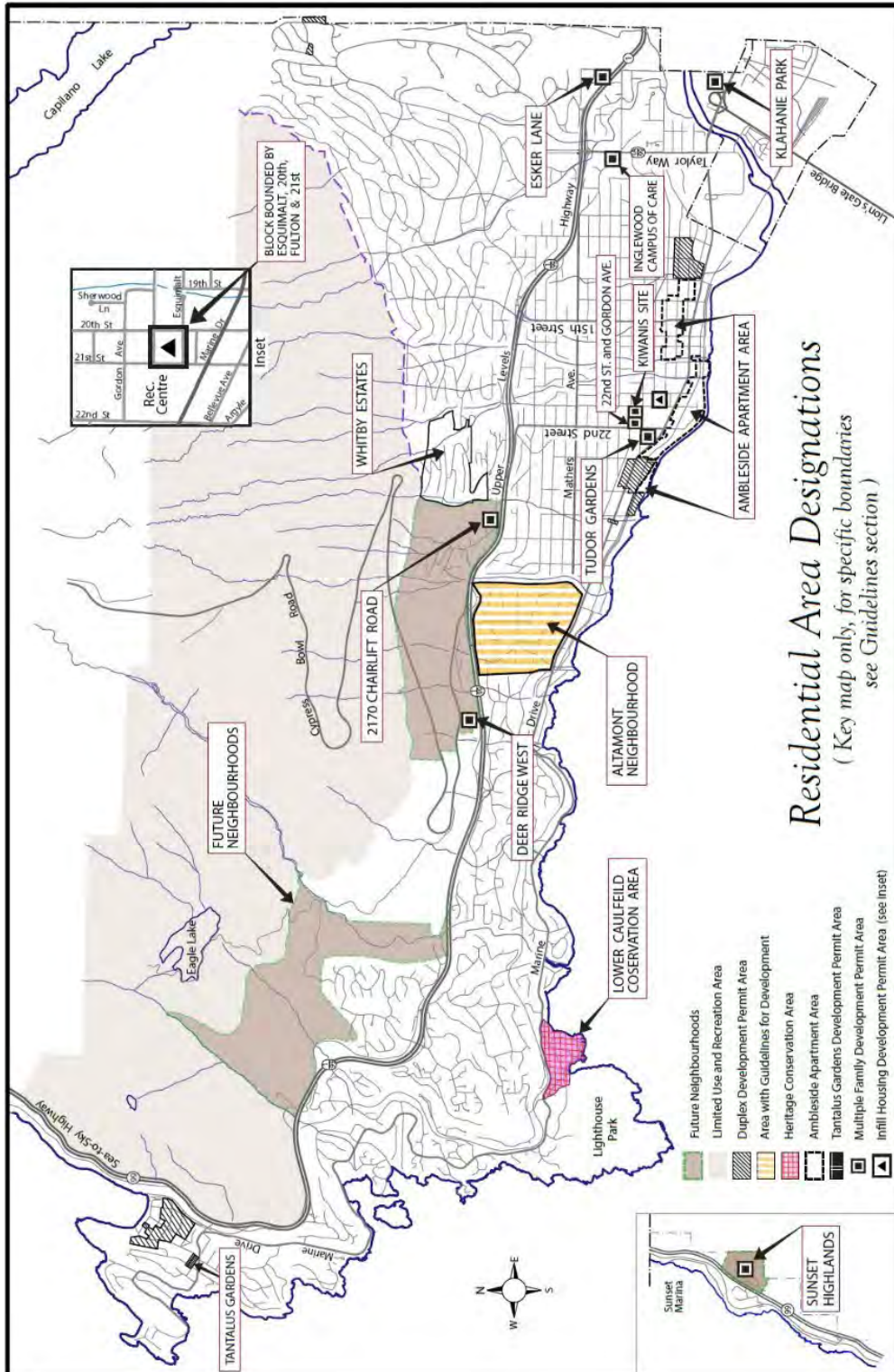




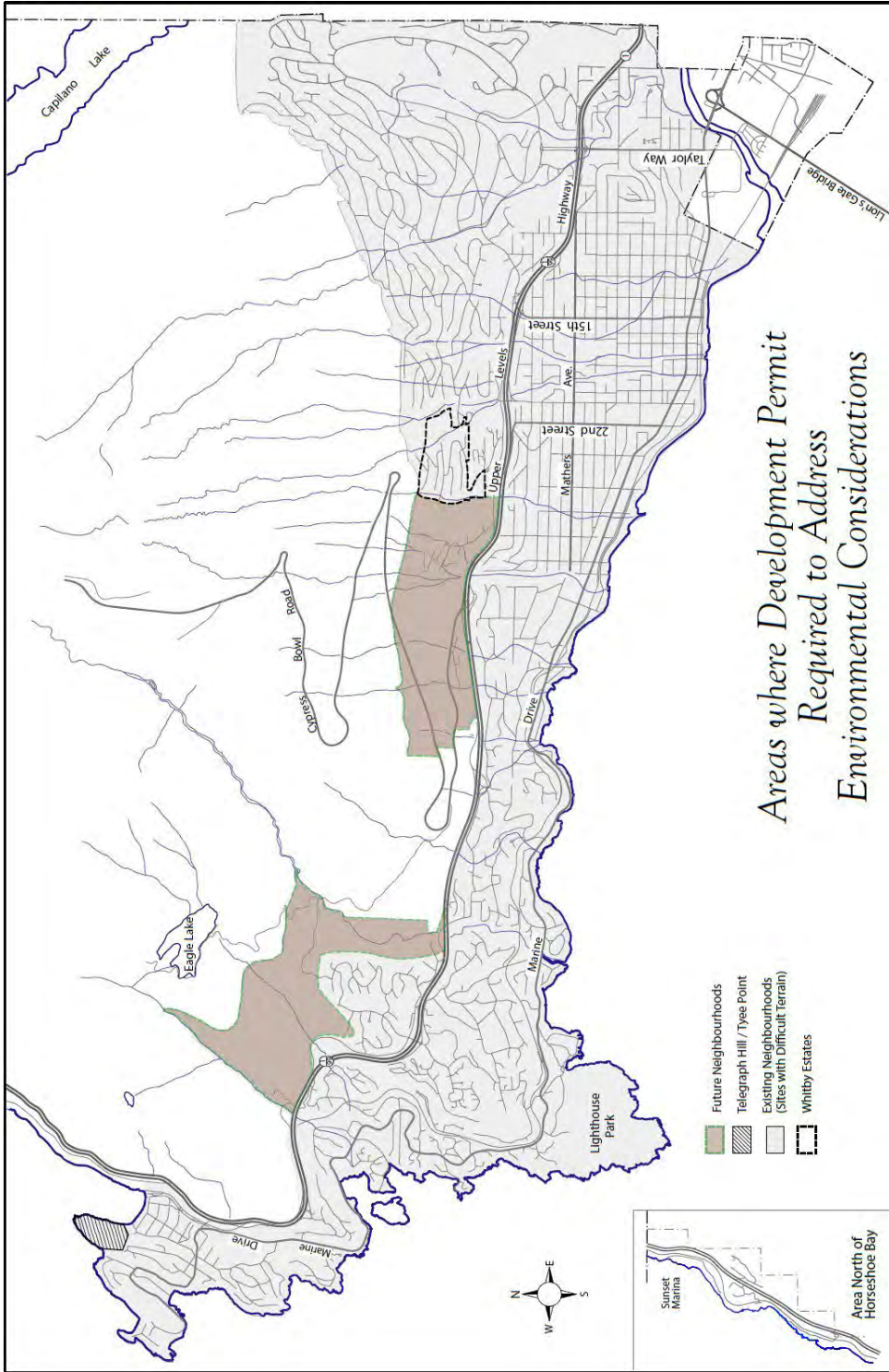




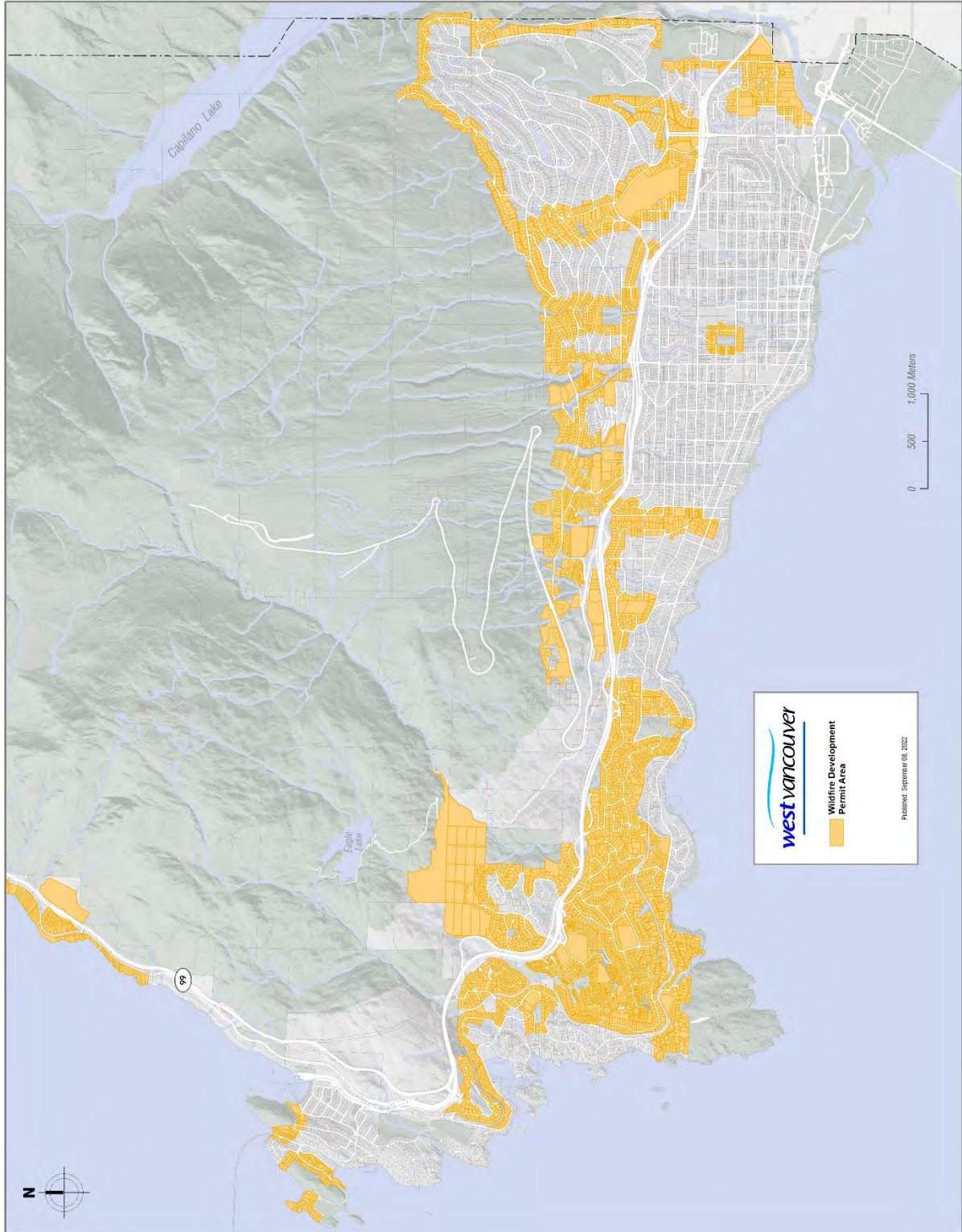




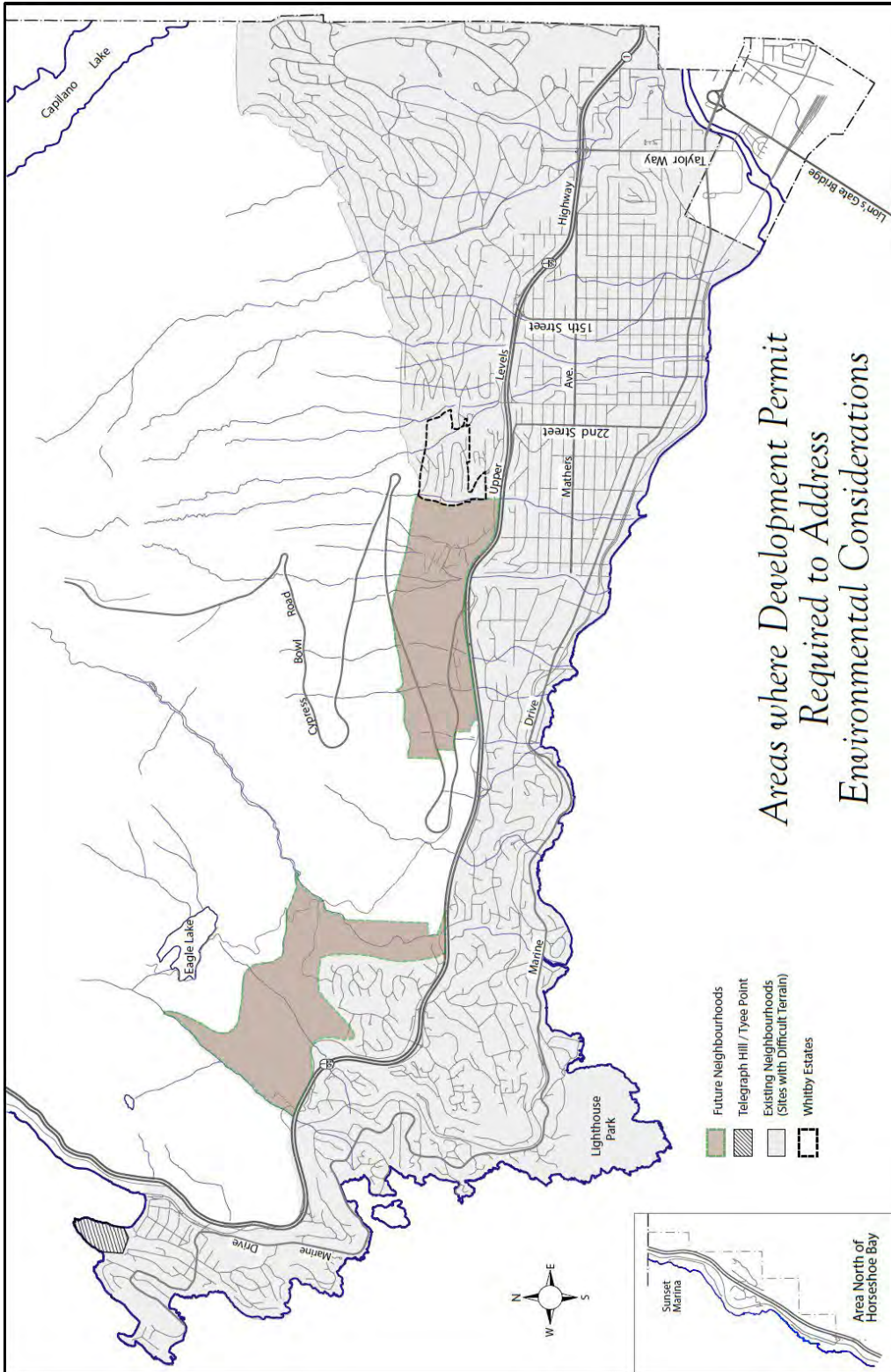
“Residential Area Designations” Map



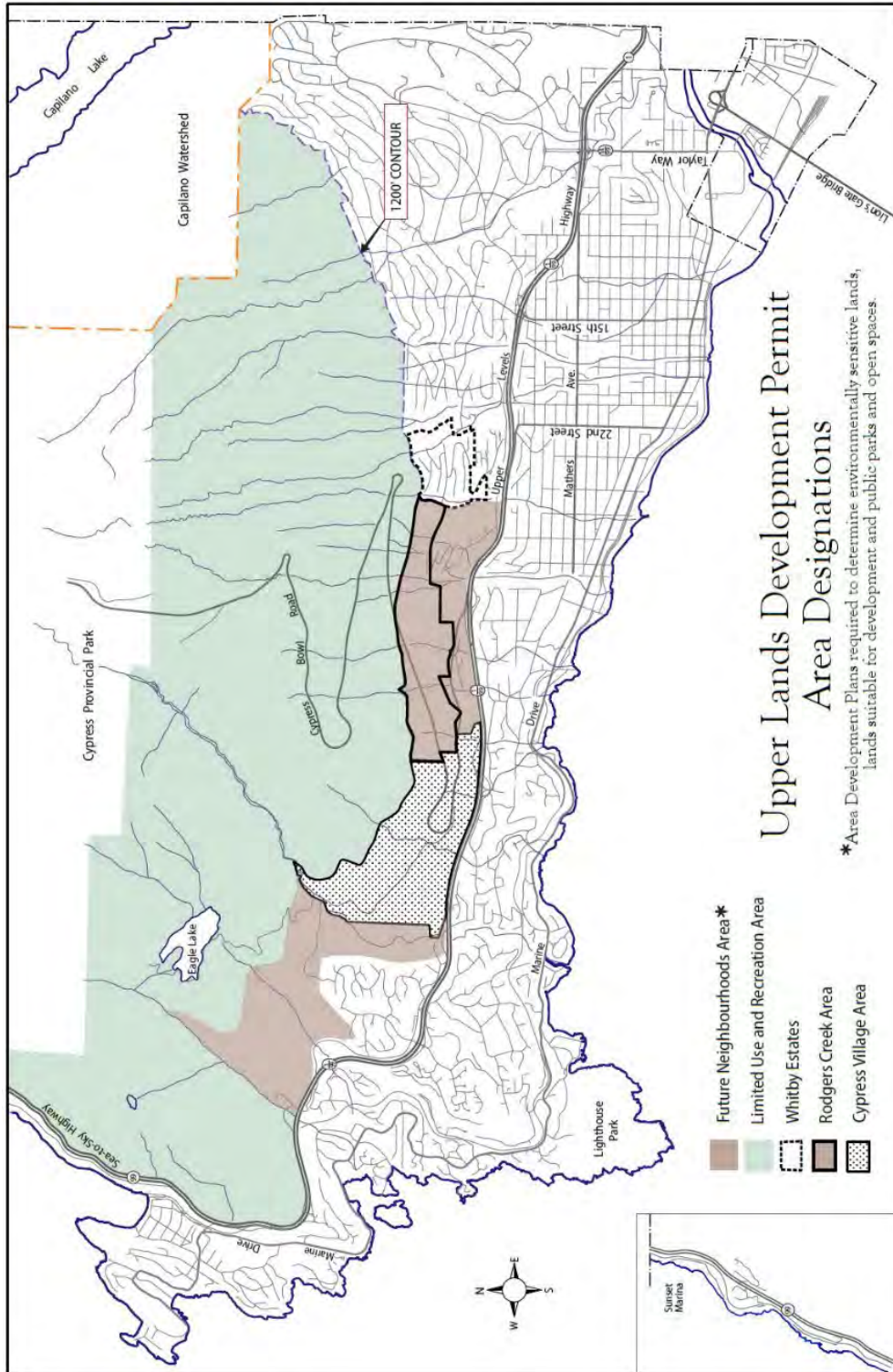
“Areas where Development Permit Required to Address Environmental Considerations” Map under the heading “Natural Environment and Hazard Guidelines for Development Permit Area Designations”



“Wildfire Hazard Development Permit Area Designation Map NE 1”



“Natural Environment Development Permit Area Designation Map NE 6 for Existing Neighbourhoods”



“Future Neighbourhoods Area Development Information Area and Development Permit Area Designation Map UL 8”, and
 “Limited Use and Recreation Area Development Permit Area Designation Map UL 9”

Schedule B – Area Development Plan for Cypress Village and Eagleridge



Area Development Plan for Cypress Village and Eagleridge

May 2024



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1.0 Introduction

1.1 Purpose

This Area Development Plan for Cypress Village and Eagleridge (ADP) forms part of the District of West Vancouver’s Official Community Plan (OCP). The intent of this ADP is to establish detailed policy to implement two linked goals contained in the OCP:

-  Protect a large, beautiful, and ecologically valuable area in Eagleridge for conservation and recreation.
-  Create detailed policy and regulations to guide the development of a new compact, sustainable, urban community in Cypress Village over the next 20 to 25 years.

This ADP represents a significant opportunity to implement a wide range of policies in the OCP related to encouraging environmental protection, limiting suburban sprawl, expanding housing diversity, supporting local economic resiliency, improving mobility choices, building community connectedness, and supporting social well-being.

Figure 1A: Intent of this ADP



1.2 History and Background

The Cypress Village and Eagleridge planning areas are located on the traditional, ancestral, and unceded territory of the Coast Salish peoples, including the Squamish, Tsleil-Waututh, and Musqueam Nations. The District recognizes and respects them as nations in this territory, as well as their historic connection to the lands and waters around us since time immemorial.

Development of the neighbourhoods above the Highway 1 (the Upper Levels Highway) began almost 90 years ago when in 1931, British Pacific Properties Limited (BPP) acquired 4,000 acres of undeveloped, residential zoned lands above the Upper Levels Highway from the District of West Vancouver. Development of these lands started at the eastern boundary of the District and moved westward, with new neighbourhoods being planned incrementally over time. Much of this development was large single family houses on large lots, with limited amenities and not much land protected in a natural state.



View of West Vancouver including Single Family Development above the Upper Levels Highway

Neighbourhood design above the Upper Levels Highway has changed considerably over the decades. Development has become much more environmentally sensitive, with large areas such as stream corridors protected in their natural state and enhanced, and with a more diverse mix of housing. Development in the newest community of Rodgers Creek is underway and includes a mix of residential densities, varied building forms, and strata and rental housing.



Multi-family building in Rodgers Creek



Rodgers Creek rendering

All of the currently undeveloped lands north of the Upper Levels Highway and below Cypress Provincial Park and the Capilano Watershed Reserve, from the eastern edge of West Vancouver out to Horseshoe Bay, are referred to as the Upper Lands. The Upper Lands include undeveloped lands both above and below the 1200 foot contour.

Lands above the 1200 foot contour are designated as *Limited Use and Recreation Development Permit Area* in the 2018 OCP; this ADP makes no changes to the designation for these lands.

Lands below the 1200 foot contour are divided into four planning areas:

1. Eagleridge
2. Inter Creek
3. Cypress West
4. Cypress Village

Most of the lands in these four planning areas are owned by BPP but small portions are owned by the District of West Vancouver or others. BPP's lands are currently zoned to allow development of large single family houses on large lots.

The OCP already contains an overall planning vision for these four planning areas. This vision seeks to protect the lands west of Eagle Creek (i.e. the lands in Eagleridge and Inter Creek, which are areas 1 and 2 in **Figure 1B**) for conservation and recreation and to create new compact sustainable neighbourhoods in Cypress Village and Cypress West (areas 3 and 4 in **Figure 1B**).

The OCP recommends achieving this vision by transferring the development potential from the lands in Eagleridge and Inter Creek into Cypress Village and Cypress West.

Transferring the development potential means protecting the lands in Eagleridge and Inter Creek for recreation and conservation purposes (i.e. they could no longer be developed with single family housing, which is allowed under the existing zoning, or any form of urban development) and including additional residential development in new neighbourhoods in Cypress Village and Cypress West. This will protect a very large natural area for recreation and conservation, limit suburban sprawl, and concentrate urban development in a more compact, sustainable way.

Figure 1B: OCP Vision for the Upper Lands



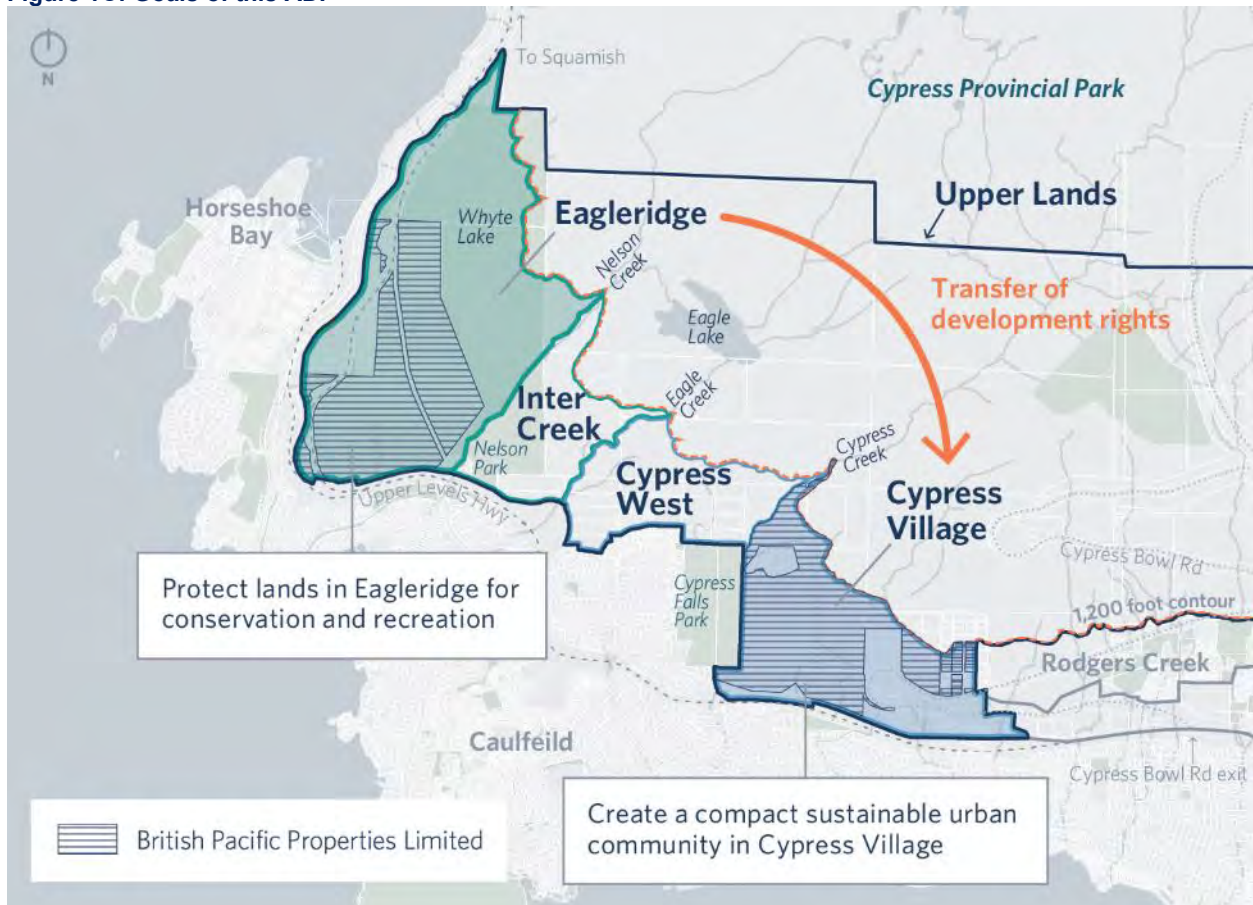
Transferring all of the development potential from Eagleridge and Inter Creek into Cypress Village and Cypress West at one time would involve about 50 years or more of residential development. This is too far into the future to reasonably plan for now, as it is neither possible nor prudent to predict how transportation, technology, community priorities, housing needs, the nature of urban development, and other factors will change over such a long time. There is a need for flexibility, to adapt to a changing world over time. Therefore, the District is implementing the transfer of development potential in phases.

This Area Development Plan for Cypress Village and Eagleridge (and the associated bylaws) is the first step towards implementing this idea. This first step focuses on protecting Eagleridge, as these are the most ecologically significant lands, and creating a new community in Cypress Village. Planning for Inter Creek and Cypress West will happen in a separate planning and engagement process in the future, likely close to the time when Cypress Village is nearing build-out.

As part of this first implementation step:

- BPP will give up the existing single family zoning which allows large single family lots/houses on its lands in Cypress Village in exchange for the approval to develop a mixed-use village in this location instead.
- BPP will transfer ownership of its Eagleridge lands to the District.
- The District will dedicate the acquired lands in Eagleridge as Park, to protect these lands for conservation and recreation.
- Cypress Village will be developed over the next 20 to 25 years in accordance with this ADP. This will create a new compact, sustainable, community in West Vancouver with a diversity of housing for all ages, employment opportunities, recreational opportunities, and a range of community amenities and facilities.

Figure 1C: Goals of this ADP



1.3 Application and Scope

This ADP applies to the design, review, and approval of public and private developments and the protection of lands for conservation and recreation within the ADP Area, which is defined in Section 2.2.

This ADP is a guiding document that sets out key directions. It will be used to inform new Comprehensive Development (CD) Zoning Bylaw regulations for the Cypress Village planning area as well as a Phased Development Agreement (PDA) between the District and BPP regarding Cypress Village and Eagleridge.

This ADP also establishes Development Permit Areas (DPAs) for the Cypress Village planning area to ensure that new construction is of quality design that is consistent with the goals, objectives, and policies of this ADP and to provide guidelines related to wildfire hazards and hazardous and steep terrain conditions.

1.4 Organization of this Document

This ADP is organized into the following main parts:

- Planning Area Boundaries
- Summary of the Planning History and Policy Context
- Information about the Lands in Cypress Village
- Information about the Lands in Eagleridge
- Planning Principles
- Overview of the Transfer of Development Potential and Fundamental Financial Basis of this ADP
- Eagleridge Plan
- Cypress Village Plan
- Summary of the Financial Strategy and Implications for the District
- Implementation
- Appendices

All plans, drawings, and sketches in this ADP are conceptual in nature and illustrate the intent of the associated policies. The boundaries and locations of any symbols or areas shown on a figure are approximate only and shall be interpreted as such. They are not intended to define exact locations except where they coincide with clearly recognizable physical features or fixed boundaries, such as property lines or contour lines. More precise regulations and requirements will be provided in the Comprehensive Development (CD) zoning for Cypress Village, the Phased Development Agreement related to Cypress Village and Eagleridge between the District and BPP, and/or determined at the detailed design, subdivision, and development permit stage as Cypress Village is built over time.

1.5 The Developer of Cypress Village

Almost all of the privately owned lands in the Cypress Village planning area are owned by BPP, which intends to fully develop the new community of Cypress Village. This ADP sets out all of the obligations of BPP for the creation of the new community. BPP may sell lands within Cypress Village to other parties, but the obligations in this ADP that are assigned to BPP run with the land and must be satisfied either by BPP or by its successors or assignees.

1.6 Acknowledgements

This ADP is the outcome of a three-phase planning and engagement process called *Planning the Upper Lands: Creating a Sustainable Urban Community in Cypress Village and Protecting Lands in Eagleridge*. Throughout the process, extensive input was provided by the community, stakeholder groups, and BPP. In particular, it is acknowledged that:

- Members of the former Upper Lands Working Group, whose work during 2013 to 2015 set out the vision for the Upper Lands that was included in the 2018 OCP and which is now being implemented, offered extensive ongoing input, insight, and feedback throughout the process.
- The process included outreach to 40 stakeholder groups and the following stakeholder groups provided input: BC Parks Foundation, Cypress Trails Collective, HUB Cycling North Shore, Mountain Bike Tourism Association, Mulgrave School, Navy Jack Nature House, North Shore Heritage

Preservation Society, Trails BC Southwest Region, Vancouver Climbers Association, West Vancouver Historical Society, and West Vancouver Minor Hockey Association.

In addition, the planning team invited and worked with local First Nations in the development of the ADP.

Many thanks to all of those who participated in the process, sharing perspectives and input on the future of Eagleridge and Cypress Village that helped to shape the ADP.

2.0 Planning Area Boundaries

2.1 Planning Areas in the Upper Lands

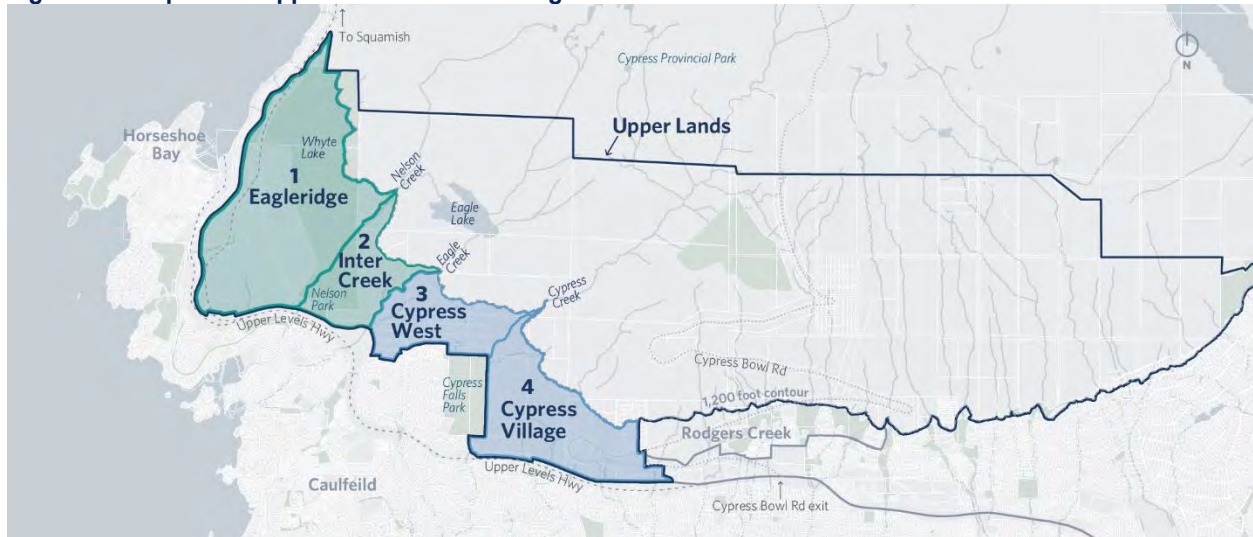
The locations of the Upper Lands and the four planning areas in the Upper Lands are shown in **Figure 2A**. The four planning areas are all above the Upper Levels Highway and below the 1200 foot contour.

The total land area in the four planning areas is about 1,400 acres. The size of each area is as follows:

- Eagleridge is about 690 acres.
- Inter Creek is about 170 acres.
- Cypress West is about 200 acres.
- Cypress Village is about 345 acres.

This ADP focuses on two of these four planning areas: Eagleridge and Cypress Village.

Figure 2A: Map of the Upper Lands and Planning Areas



2.2 ADP Area

This ADP applies to the areas shown in **Figure 2B** (Cypress Village planning area) and **Figure 2C** (Eagleridge planning area).

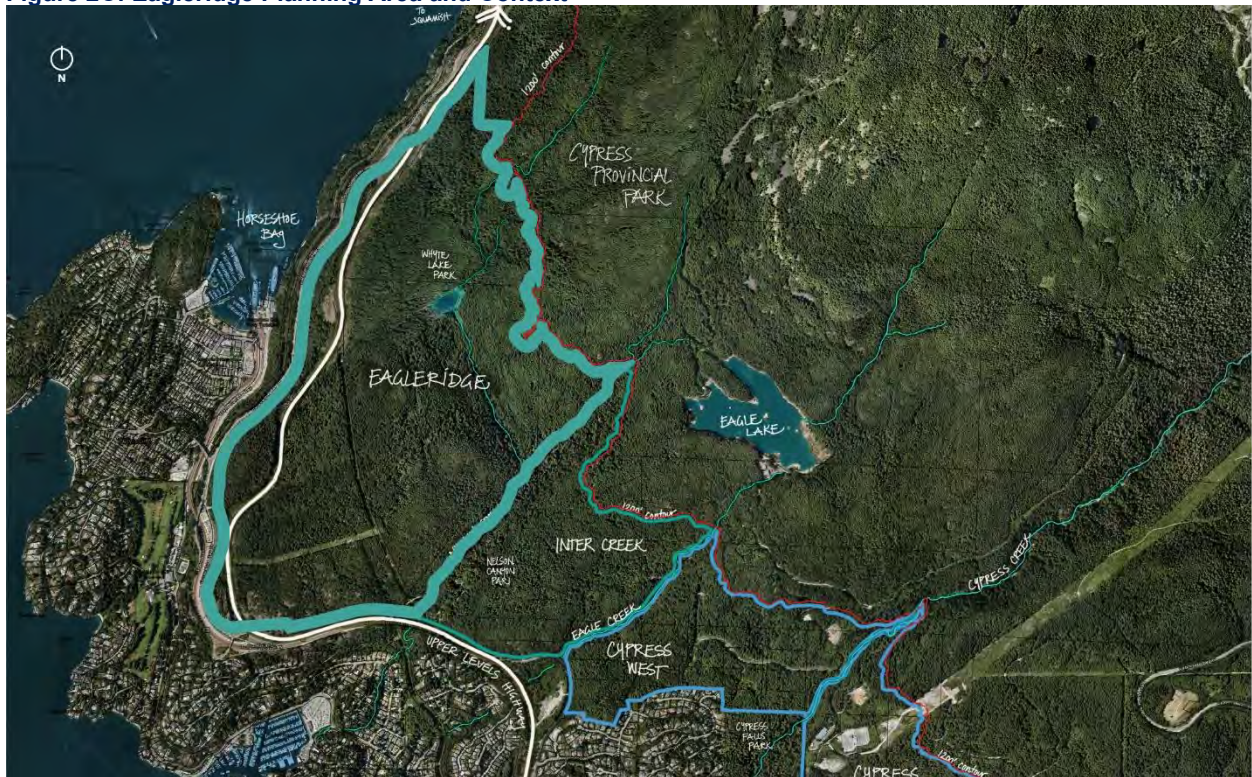
The Cypress Village planning area is located between the existing Rodgers Creek neighbourhood and Cypress Falls Park, and between the Upper Levels Highway and the 1200 foot contour.

The Eagleridge planning area is located west of Nelson Creek, north of the Upper Levels Highway, east of Horseshoe Bay, and south of the 1200 foot contour.

Figure 2B: Cypress Village Planning Area and Context



Figure 2C: Eagleridge Planning Area and Context



2.3 Cypress Village Development Permit Areas (DPAs)

Four Development Permit Areas (DPAs) are designated in the Cypress Village planning area illustrated in Figure 2B. The DPAs are for the purposes of:

- Protecting the natural environment, its ecosystems, and biodiversity and protecting development from hazardous conditions (under Local Government Act s. 488(1)(a) and (b)).
- Establishing objectives for form and character and objectives to promote energy conservation, water conservation, and the reduction of greenhouse gases (under Local Government Act s. 488(1)(e), (f), (h), (i), and (j)).

Appendix A shows the boundaries of the DPAs and provides the Cypress Village DPA Guidelines, which include:

- CV 1: Cypress Village Riparian Areas DPA Guidelines.
- CV 2: Cypress Village Wildfire Hazard DPA Guidelines.
- CV 3: Cypress Village Hazardous Conditions DPA Guidelines.
- CV 4: Cypress Village Form and Character DPA Guidelines.

3.0 Summary of the Planning History and Policy Context

Since 2004, several of the District’s policies, plans, and strategies (and the recommendations of various Working Groups) have stated aspirations to create a vibrant, sustainable, mixed-use Cypress Village and to preserve environmentally sensitive areas in the Upper Lands. There have also been separate and collaborative planning processes by the District and the major landowner (BPP) to work towards the vision in this ADP.

Most recently, the District undertook a three-phase planning and community engagement process called *Planning the Upper Lands: Creating a Sustainable Urban Community in Cypress Village and Protecting Lands in Eagleridge* which culminated in this ADP for Cypress Village and Eagleridge.

Figure 3A provides highlights of the planning history and policy context, which is described in more detail in **Appendix B**.

Figure 3A: Overview of Planning History and Policy Context

2004 Official Community Plan	<ul style="list-style-type: none"> Includes the idea of a village at the first switchback of Cypress Bowl Road
2008 Rodgers Creek Area Development Plan	<ul style="list-style-type: none"> Significant shift towards including multi-family housing forms and preserving more land in a natural state compared to previous neighbourhood planning in the Upper Lands Predicated on the vision for an adjacent, future mixed-use Cypress Village with services and amenities
2008 Community Dialogue on Neighbourhood Character and Housing	<ul style="list-style-type: none"> Recommended ‘village node’ planning for all new neighbourhoods (i.e. planning for a mix of housing types and retail and service uses to “lessen the reliance on the private automobile, encourage social interaction within neighbourhoods, and serve the day-to-day needs of residents”)
2013-2015 Upper Lands Study Review Working Group	<ul style="list-style-type: none"> District-appointed citizen volunteer Working Group Extensive analysis, consultation, and creative thinking that looked at planning the Upper Lands in a holistic way Inception of the idea of protecting the lands west of Eagle Creek (in Eagleridge and Cypress Village) by transferring their residential development potential to the lands east of Eagle Creek (in Cypress Village and Cypress West)
2014-2016 The Community Energy and Emissions Plan	<ul style="list-style-type: none"> District-appointed volunteer citizen working group Supported the principle of focusing growth in the Upper Lands to help maintain natural areas that contribute to public and ecosystem/climate health Envisioned Cypress Village as mixed use with transportation choices (notably walking and cycling), parks and plazas
2016 BPP Visioning Process	<ul style="list-style-type: none"> BPP completed an independent, pre-application visioning and community consultation process to explore planning principles, built forms, aspirations, and concept plans for Cypress Village

Figure continues on the following page

Figure 3A: Overview of Planning History and Policy Context - *Continued*

<p>2017 Planning Cost Recovery Agreement 2017-2019 Pre-Conditions Phase</p>	<ul style="list-style-type: none"> • Cost Recovery Agreement approved by Council • The District and BPP worked collaboratively on technical analysis and studies related to the Upper Lands
<p>2018 Official Community Plan</p>	<ul style="list-style-type: none"> • Updated OCP includes a vision and framework for the Upper Lands that draws upon the recommendations of the Upper Lands Working Group • Recommends the protection of the lands in Eagleridge and Inter Creek for conservation and recreation by transferring the development potential from these lands into Cypress Village and Cypress West • Provides the main policy context for this ADP
<p>Council's Strategic Plans (2020-2021 and 2021-2022)</p>	<ul style="list-style-type: none"> • Set out a goal of significantly expanding the diversity and supply of housing (including affordable housing) in the District, in part by working towards the Cypress Village ADP • Set out an objective of ensuring “that a vibrant commercial component is included in the neighbourhood development of Cypress Village”
<p>2019 to 2023 Three-Phase District Planning and Engagement Process</p>	<ul style="list-style-type: none"> • The District undertook a comprehensive three-phase planning and engagement process for Cypress Village and Eagleridge called <i>Planning the Upper Lands: Creating a Sustainable, Urban Community in Cypress Village and Protecting Lands in Eagleridge</i>, which informed this ADP for Cypress Village and Eagleridge

4.0 Information about the Lands in Cypress Village

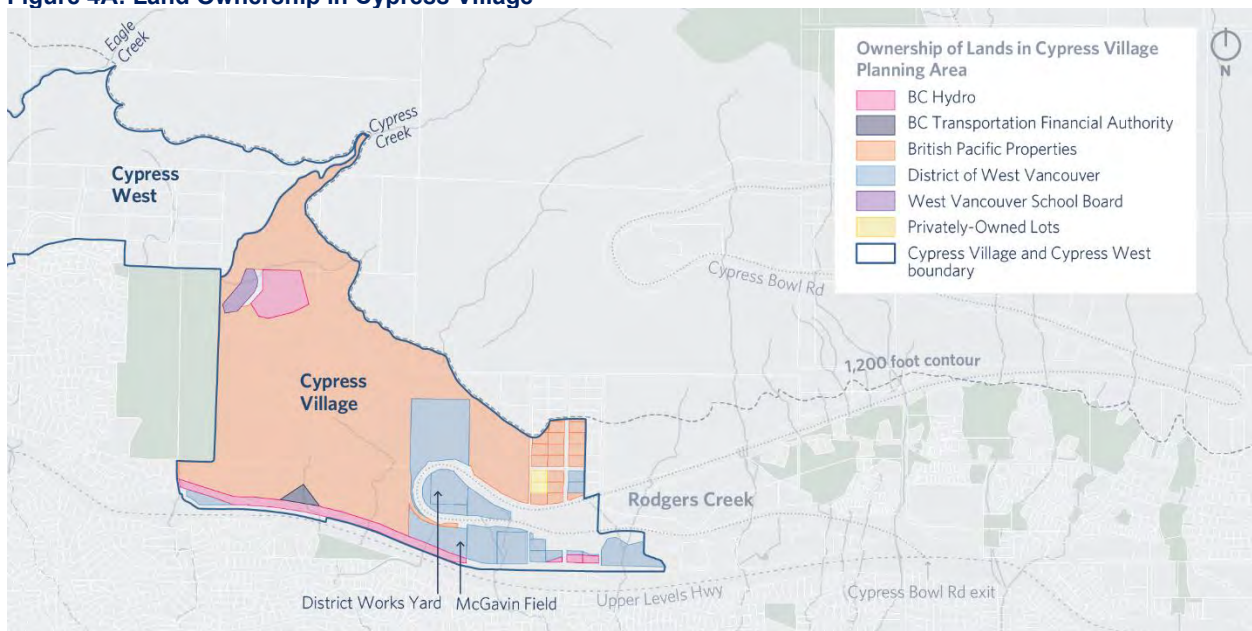
Figure 2B in Section 2.0 shows the boundaries of the Cypress Village planning area. Most of the lands in the planning area are currently undeveloped, although there are some existing uses.

This section contains information about the lands in the Cypress Village planning area as of December 2023.

4.1 Land Ownership

Of the total 345 acres in Cypress Village, about 235 acres (68%) are owned by BPP and about 53 acres (15%) are owned by the District. The remaining lands are owned by BC Hydro, BC Transportation Financial Authority, the West Vancouver School Board, and private landowners. Land ownership in Cypress Village is illustrated in Figure 4A.¹

Figure 4A: Land Ownership in Cypress Village



4.2 Zoning

Most of the land in Cypress Village is currently zoned “RS” (see Figure 4B), which allows for single family dwellings, secondary suites, and detached secondary suites. The specific RS zones that currently apply to the lands in Cypress Village are:

- RS1 which permits a minimum single family lot size of 8,094 square metres (which is equivalent to 87,120 square feet or 2.0 acres).
- RS2-UL which permits a minimum single family lot size of 1,858 square metres (which is equivalent to 20,000 square feet or about 0.45 acres).
- RS8-UL which permits a minimum single family lot size of 929 square metres (which is equivalent to 10,000 square feet or about 0.23 acres) and allows single family development up to 1.5 units per acre.

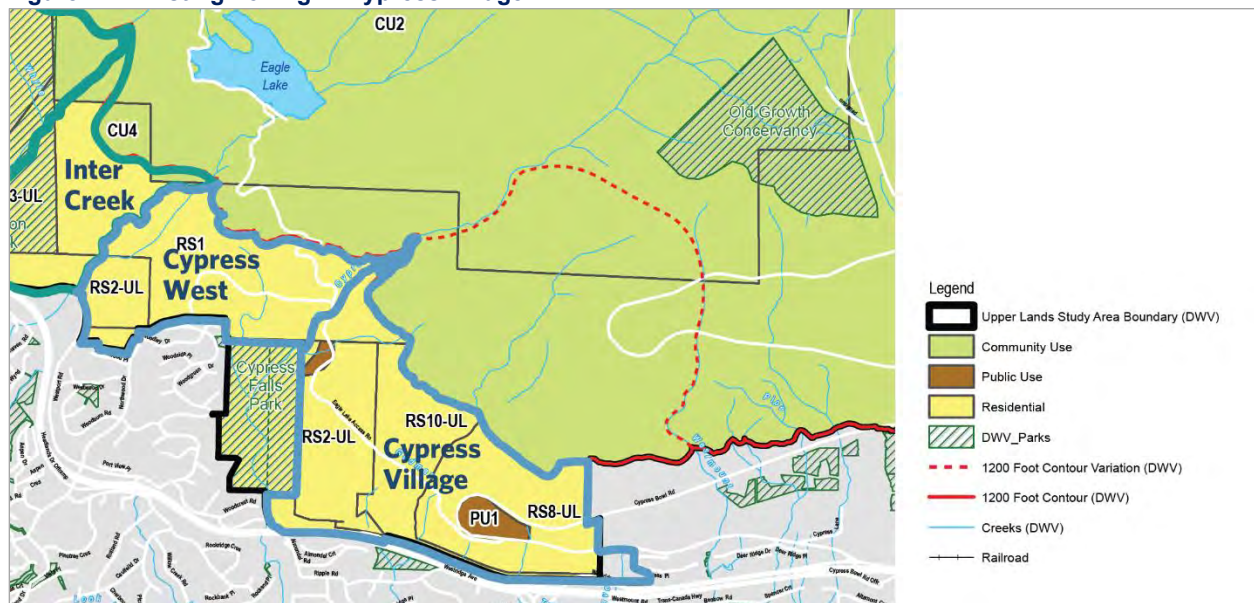
¹ The two yellow shaded parcels in Figure 4B in the northwest portion of the Cypress Village planning area are privately-owned by parties other than BPP as of December 2023.

- RS10-UL which permits a minimum lot size of 1,115 square metres (which is equivalent to 12,000 square feet or about 0.28 acres).

The District's Operations Centre (works yard) and the School District's works yard, which are located in the Cypress Village planning area, are zoned PU1 for Public Use.

The existing zoning in Cypress Village will be replaced with a new Comprehensive Development (CD) zoning that is consistent with the ADP, except that the existing zoning will remain in place for the District's Operations Centre (works yard site), School District's works yard site, BC Hydro substation site, BC Transportation Financial Authority site, and the two small privately-owned lots in the northwest portion of the Cypress Village planning area unless/until those owners apply for rezoning.

Figure 4B: Existing Zoning in Cypress Village



4.3 Existing Conditions

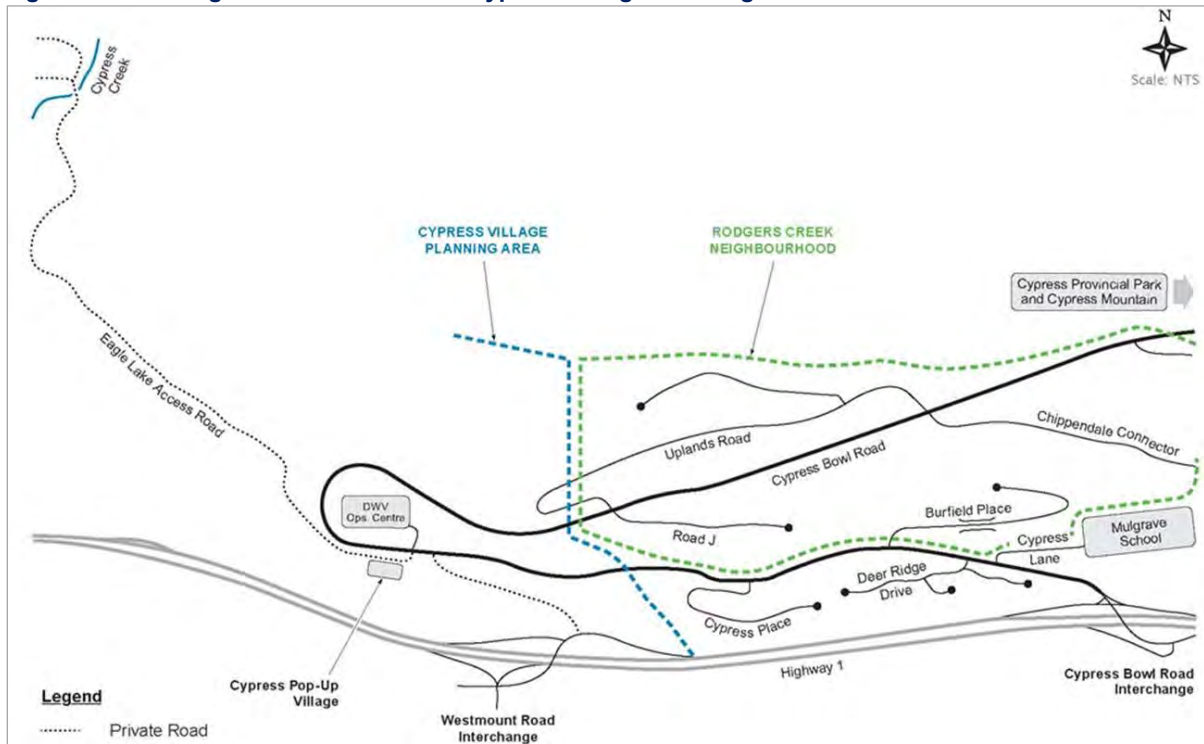
4.3.1 Transportation Network

Cypress Bowl Road, which is a Provincial Highway, runs through the Cypress Village planning area and is envisioned to remain, although there may be changes to the road cross section and alignment over time.

Portions of Exit 7, the Westmount Road Interchange on the north side of the Upper Levels Highway (i.e. an off-ramp that connects to an overpass over the highway and an on-ramp providing access to the highway), are also located within Cypress Village and are envisioned to remain (with upgrades).

There are also existing private access roads. These include an access onto the District's Operations Centre (works yard) site; the Eagle Lake Access Road which connects from Cypress Bowl Road to the McGavin Field site (currently the location of the Cypress Pop-Up Village), School District's works yard, and BC Hydro substation; and a private road that connects from Cypress Bowl Road to the Westmount Interchange (although this is fenced off at the Westmount Interchange). These private roads will be replaced over time with a new network of roads serving the new mixed-use village, although the main arterial road in the village will closely follow the current location of the Eagle Lake Access Road.

Figure 4C: Existing Road Network in the Cypress Village Planning Area



There are currently four transit routes that operate in the vicinity of the Cypress Village planning area, but none directly serve the location of the future village or Cypress Bowl Road. The village is being planned to include Independent Transit Service (i.e. bus transit service to be provided by BPP until such time as TransLink, the regional transportation authority, takes over the service, or the District and BPP agree to an alternative).

Figure 4D: Existing Transit Routes near Cypress Village



There are currently no formally designated trails for pedestrians or cyclists in Cypress Village, although informal (unauthorized) trails are frequently used by hikers and cyclists on private lands. Cypress Bowl

Road is a popular route for both competitive and recreational cyclists. Cyclists currently ride either in the traffic lane on the road or in the shoulder area. A “Mountain Path” for pedestrians and cyclists has been underway as part of the adjacent Rodgers Creek neighbourhood, which is a 3 metre wide, illuminated, multi-use asphalt pathway that will connect from Rodgers Creek to Chippendale Road to Cypress Village. There is one segment left to complete to connect to the Cypress Village development.

4.3.2 Uses

Much of the lands in Cypress Village were previously logged and there are several existing uses in the area (see **Figure 4E**). These include:

- The District’s Operations Centre (works yard). There are currently no plans to relocate the District Operations Centre, although the District might consider reconfiguring/replacing the works yard on this site or relocating the functions to a different site in the future.
- The District’s Fire Training Grounds, which are located on the eastern portion of the District Operations Centre (works yard) site. This use will either be reconfigured in this location or relocated to a different site.
- The District’s Material Recycling Transfer Site, which will be relocated and/or replaced with a different approach to materials sorting.
- The District’s existing Westmount Pump Station and Reservoir, which will be replaced in the same general location.
- The School District’s works yard. It is envisioned that this use will remain.
- A BC Hydro substation. It is envisioned that this use will remain.
- Quarry site, which is included in the Cypress Village Plan as part of the development lands.
- Construction staging sites including wood processing and soil screening areas, and BPP’s onsite office area, which are included in the Cypress Village Plan as part of the development lands.
- A site referred to as the McGavin Field site (though it is not currently developed with a sports field). The McGavin Field site is owned by the District. It was provided to the municipality by BPP as part of a package of amenities associated with a previous (2002) rezoning of land in the area (i.e. the land that is now developed with the StoneCliff multi-family residential buildings, previously referred to as Deer Ridge West). There is a restrictive covenant on title that limits the District’s use of the McGavin Field site to public and civic uses. In December 2020, the site was rezoned to allow park accessory uses (e.g. concession), a temporary presentation centre/showroom, and a discovery centre as permitted uses. The discovery centre displays maps and interpretative materials about the Hollyburn Mountain area and rotating works from local artists as well as information about the vision for Cypress Village. BPP has a License to use the McGavin Field site for these temporary uses until 2031 and has created the “Cypress Pop-Up Village” in this location, which has washrooms, parking, a bike wash/repair station, a large grass public lawn area, the discovery centre, and a pop-up food vendor. After the License expires in 2031, the McGavin Field site will be available for the location for the future Elementary school (K-7) and sports field that are included in the new mixed-use village.

Figure 4E: Existing Uses in Cypress Village

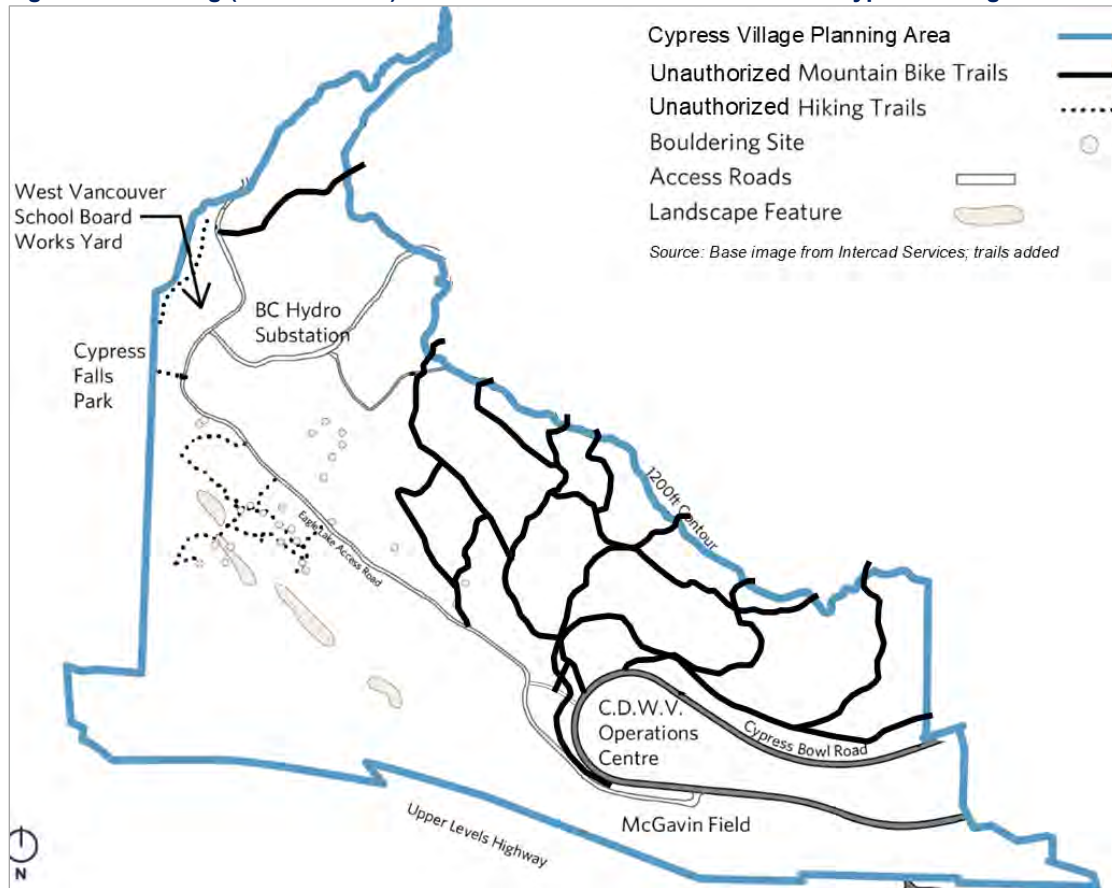


4.3.3 Trails and Outdoor Recreation Uses

There is an extensive network of unauthorized mountain biking trails in the Cypress Village planning area (and other parts of the Upper Lands) (see **Figure 4F**). Development will occur in some places where these mountain biking trails are currently located on private land. However, the District's OCP envisions that Cypress Village will be a "gateway to mountain recreation" and the mixed-use village will provide a large area where mountain biking trails will be planned, designed, upgraded/built, and formalized. It is expected that there will be a net increase in the number of mountain biking trails in Cypress Village.

There are also existing unauthorized hiking trails and bouldering areas. Hiking and bouldering are also integral recreational uses in Cypress Village that are supported by this ADP and are included in the parks and recreation areas.

Figure 4F: Existing (Unauthorized) Trails and Outdoor Recreation Use in Cypress Village



4.4 Environmental Information

The *Upper Lands Study Review Working Group Final Report, Part 2: Background Report* contained several maps illustrating environmental information for the Upper Lands. In addition, a detailed environmental analysis was completed to evaluate environmental conditions, identify ecologically important and sensitive areas, and help determine the appropriate locations for development sites in Cypress Village. The analysis evaluated existing terrain, terrestrial features, ecosystems, plant species, aquatic features including stream corridors, and wetlands to form a comprehensive synthesis of the environmental assets. This environmental information was then overlaid with maps of existing recreational and cultural assets and maps of existing uses. The composite overlay shows the most appropriate locations for new urban development in Cypress Village.

4.4.1 Environmental Information from the Upper Lands Working Group Final Report

The *Upper Lands Study Review Working Group Final Report, Part 2: Background Report* contained several maps illustrating environmental information for the Upper Lands.

- Sensitive Ecosystem Inventory (SEI) quality ratings and other inventories.²

² As noted in the *Upper Lands Study Review Working Group Final Report, Part 2: Background Report*, the Sensitive Ecosystem Inventory (SEI) “conducted by Metro Vancouver (2013) provides extensive high-level information on habitats and species within the Upper Lands. This map shows the quality rankings of the ecosystems. Generally, the areas rated excellent are old growth forest. The SEI rankings are determined through an evaluation of the condition of an area, its size, and its landscape context.” Metro Vancouver’s evaluation is based on air-photo interpretation and is “intended to flag the existence of important ecological features and provide initial information about them.”

- Slope and watershed information.
- Environmentally sensitive areas (ESAs).
- A summary map synthesizing the SEI, slope/watershed, and ESA information.
- Contour mapping.
- Watershed mapping

Appendix C shows this environmental information for the lands in Cypress Village.

4.4.2 Environmental Sieve Analysis

A sieve analysis is a process for mapping and overlaying physical site features such as important ecological areas to help identify areas for development and areas to be retained for conservation or recreation. This analysis utilizes information about the landscape and important environmental features to inform site planning.

The environmental sieve analysis for the Cypress Village lands was completed in three main stages:

1. Data was collected and mapped for physical features.
2. Each physical feature was evaluated through a combination of technical analysis and, in some cases, discussions with stakeholders.
3. The maps and evaluations were overlaid into a composite sieve analysis to help determine areas most suitable for development and areas most suitable for retention for conservation and recreation.

The sieve analysis considered six main types of physical features:

1. Aquatic features, including creeks and wetlands.
2. Terrestrial features, including forests, plants, animals, and rock outcrops.
3. Terrain features including topography (slopes) and the potential for rockfall and avulsion hazard.
4. Infrastructure features including existing buildings, roads, and utilities.
5. Legal features including existing ownership, land use, and encumbrances.
6. Recreational, cultural, and natural features including landforms, landscape features, and existing unauthorized trails.

Data sources included on-site fieldwork completed by professional biologists, LiDAR topographical slope data, geotechnical analysis by professional geotechnical engineers, aerial photographs, and discussions with stakeholders about recreational features. The data was evaluated by professional biologists, engineers, planners, and landscape architects. Two levels of evaluation were completed:

- The aquatic, terrestrial, and recreational/cultural features were evaluated based on an assessment of their intrinsic value (meaning the quality or benefit of the environmental habitat, how easily that value might be replicated, and/or the importance to the community of a specific natural or man-made feature).
- The terrain, infrastructure, and legal features were evaluated based on the level of constraint that they impose on possible development (meaning how complex development would be in a certain location, how difficult it would be to relocate a built feature, and/or how land ownership patterns could limit or restrict development).

Based on evaluations, the six features were categorized in terms of four levels of consideration:

High Consideration	Feature/attribute has a high value or high constraint and cannot be mitigated or modified to facilitate development. Attribute should be given high consideration for retention in its existing state and/or the most rigorous review if development is considered in this location.
Moderate Consideration	Feature/attribute has a moderate value or moderate constraint and would require significant effort or cost to modify. There should be a sound rationale if development is considered in this location.
Low Consideration	Feature/attribute has a low value or low constraint and can be modified with reasonable cost. Attribute can be more easily resolved or accommodated if development is considered in this location.
No Consideration	There are the lowest barriers to development in this location.

The detailed evaluation matrix used in the sieve analysis and a summary of the inventory and evaluation of the aquatic, terrestrial, terrain, infrastructure, legal, and recreational/cultural/natural features is provided in **Appendix D**.

Figure 4G shows the composite sieve analysis and, based on that, **Figure 4H** highlights the areas that are the most viable for development. Generally, areas with a composite sieve analysis of 'No Consideration' or 'Low Consideration' are the best suited for development opportunities. Development is also possible in areas with 'Moderate Consideration' or 'High Consideration' but requires a more involved and comprehensive review of implications.

Figure 4G: Composite Sieve Analysis for the Cypress Village Planning Area

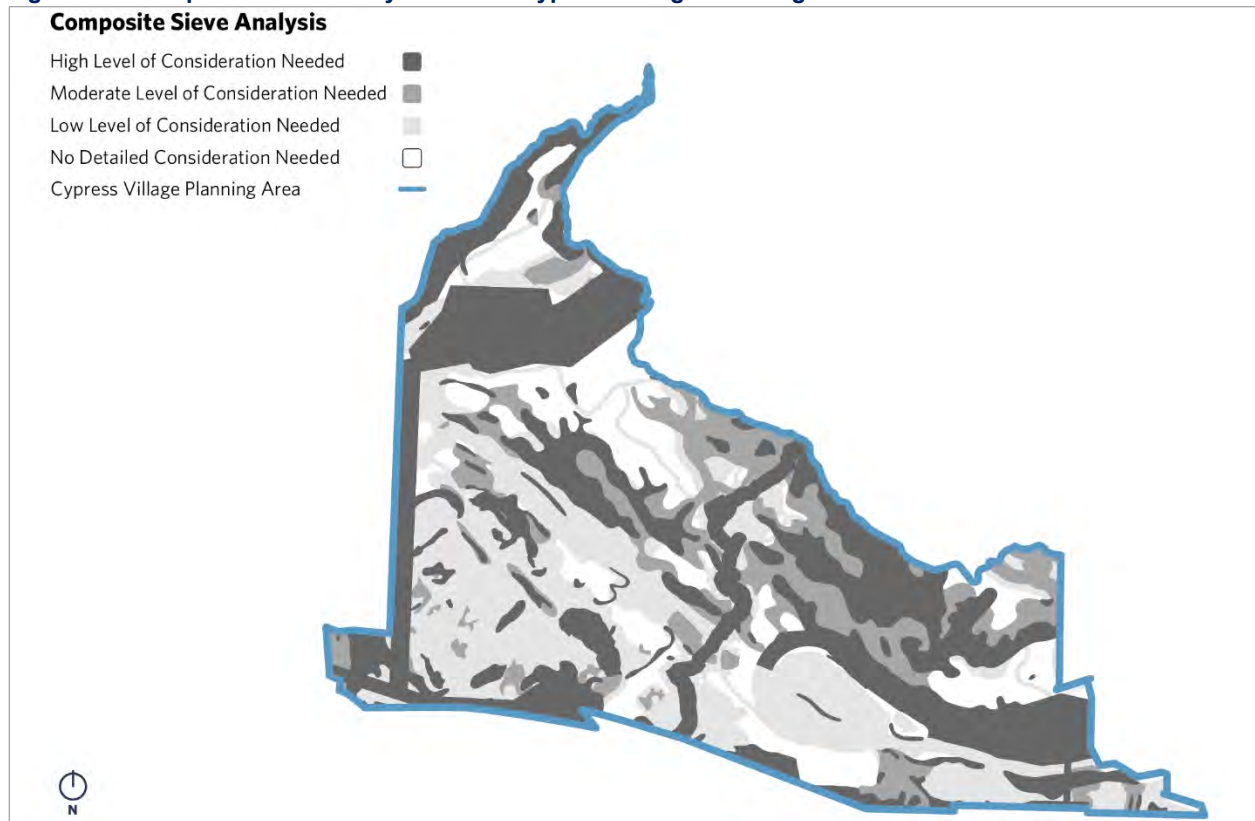
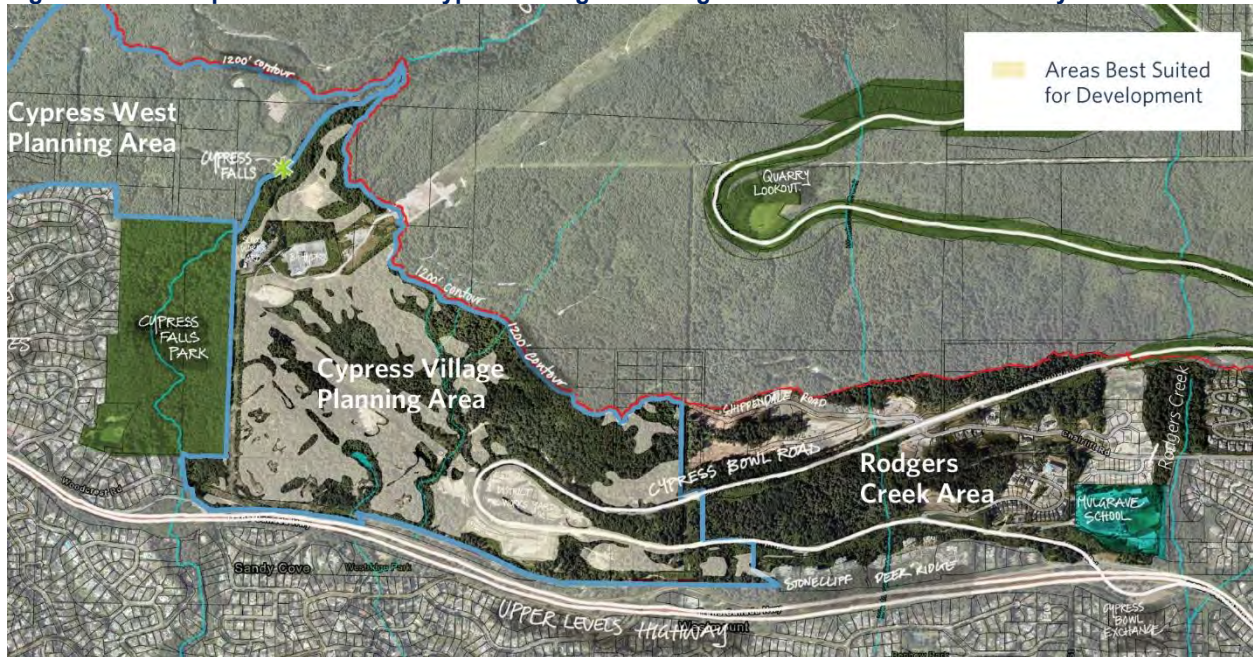


Figure 4H: Developable Areas in the Cypress Village Planning Area Based on the Sieve Analysis



5.0 Information about the Lands in Eagleridge

Figure 2C in Section 2.0 shows Eagleridge, which is located west of Nelson Creek, north of the Upper Levels Highway, east of Horseshoe Bay, and south of the 1200 foot contour.

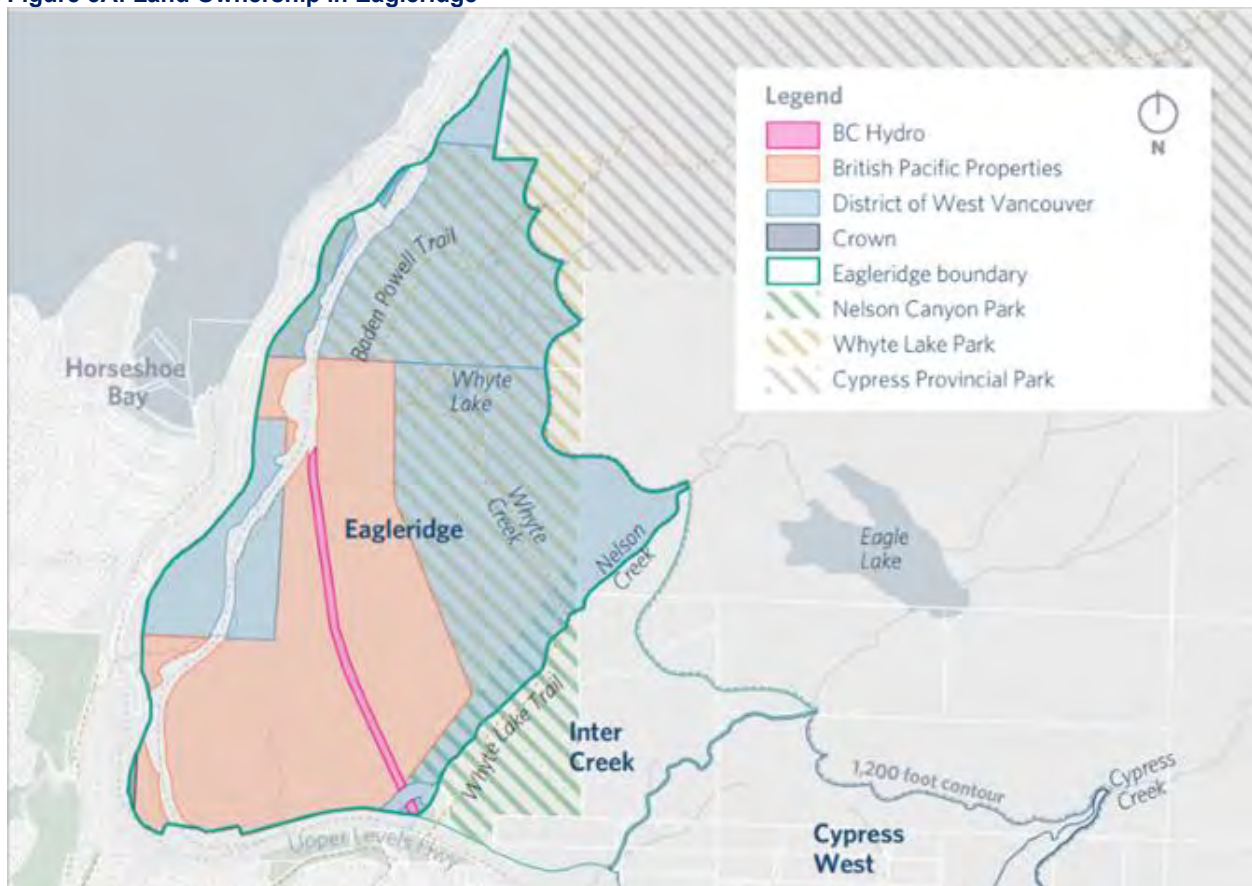
This section contains information about the lands in the Eagleridge planning area as of December 2023.

5.1 Land Ownership and Parks

Eagleridge has a total size of about 690 acres. Land ownership in Eagleridge is as follows:

1. About 372 acres are owned by the District of West Vancouver (see blue-shaded areas in **Figure 5A**). Most of this land is already dedicated park as part of Whyte Lake Park or Nelson Canyon Park.
2. BC Hydro and the Crown own small portions of the Eagleridge lands (see the grey and pink shaded areas in **Figure 5A**).
3. About 262 acres are owned by BPP (see the orange shaded areas in **Figure 5A**). These are the lands that the OCP seeks to protect by transferring their development potential to Cypress Village.

Figure 5A: Land Ownership in Eagleridge



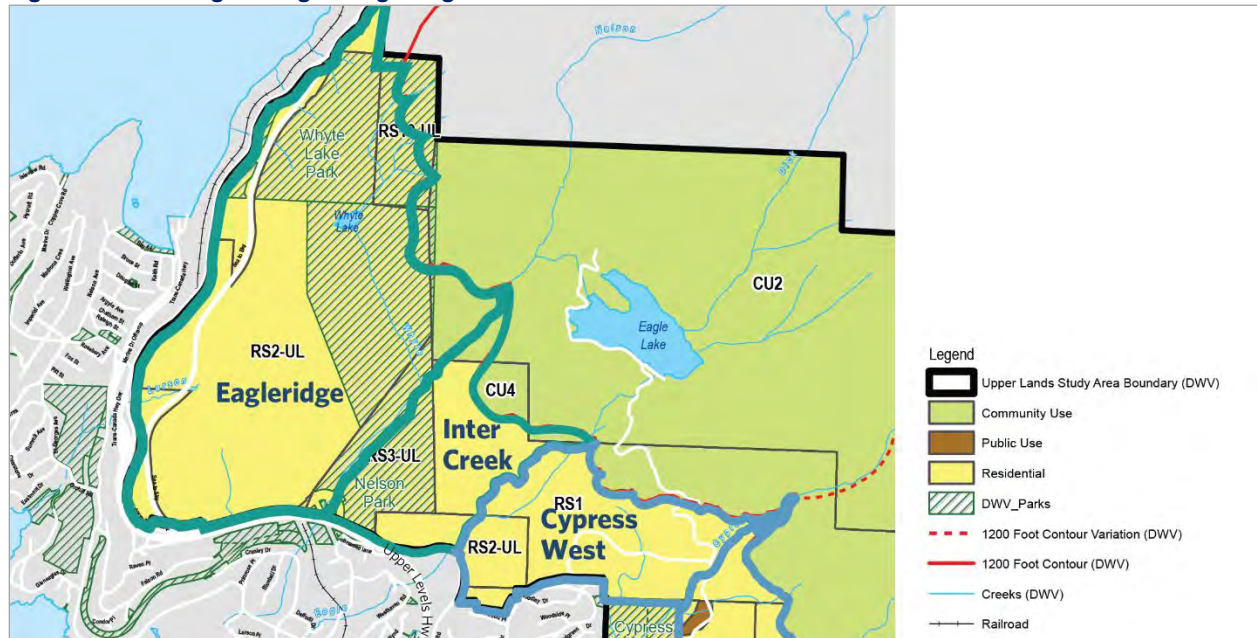
5.2 Zoning

All of the land in Eagleridge is currently zoned “RS”, which allows single family housing, secondary suites, and detached secondary suites. The specific RS zones that apply to BPP’s lands in Eagleridge are:

- RS2-UL which permits a minimum single family lot size of 1,858 square metres (20,000 square feet).
- RS10-UL which permits a minimum single family lot size of 1,115 square metres (12,000 square feet).

The lands in Eagleridge that are currently owned by BPP are proposed to be rezoned to Community Use Zone 2 (CU2), acquired by the District, and dedicated as Park as part of implementing this ADP.

Figure 5B: Existing Zoning in Eagleridge



5.3 Environmental Information

Eagleridge includes trails, a lake, wetlands, creeks, and stands of old-growth forest.

The *Upper Lands Study Review Working Group Final Report, Part 2: Background Report* contained several maps illustrating environmental information for the Upper Lands, including:

- Sensitive Ecosystem Inventory (SEI) quality ratings and other inventories.³
- Slope and watershed information.
- Environmentally sensitive areas (ESAs).
- A summary map synthesizing the SEI, slope/watershed, and ESA information.

³ As noted in the *Upper Lands Study Review Working Group Final Report, Part 2: Background Report*, the Sensitive Ecosystem Inventory (SEI) “conducted by Metro Vancouver (2013) provides extensive high-level information on habitats and species within the Upper Lands. This map shows the quality rankings of the ecosystems. Generally, the areas rated excellent are old growth forest. The SEI rankings are determined through an evaluation of the condition of an area, its size, and its landscape context.” Metro Vancouver’s evaluation is based on air-photo interpretation and is “intended to flag the existence of important ecological features and provide initial information about them.” The SEI map “also includes an environmental review of the Eagleridge Bluffs area conducted by the Ministry of Transportation and Infrastructure.”

- Contour mapping.
- Watershed mapping.

Appendix E shows this environmental information for the lands in Eagleridge.

An environmental sieve analysis is not provided for the lands in Eagleridge, because no development is planned for Eagleridge.

5.4 Importance of the Eagleridge Lands

The lands in Eagleridge are important to the community:

- The OCP notes that the lands in Eagleridge “include important environmental assets and recreational opportunities that the community values” and should be permanently protected (OCP Policy 2.7.9).
- Council’s Strategic Plan, 2024-2025 sets out a goal to “Protect our natural environment, reduce greenhouse gas emissions, and adapt our community to become more resilient in a changing climate.”
- As part of the 2012 Parks Master Plan, West Vancouver residents articulated the “protection and stewardship of the natural environment” as one of the community’s core values.

The lands in Eagleridge are also important to the region:

- Metro Vancouver’s *Regional Growth Strategy* was recently updated, in part to “strengthen the protection and enhancement of ecologically important lands and reflect current local environmental planning priorities, both within and beyond urban areas,” because “natural spaces provide many ‘ecosystem services’...including capturing carbon, absorbing and cleaning floodwater, cooling cities, and protecting coastal communities. If these areas are protected and remain healthy and biodiverse, they will continue to help the region adapt to climate change.”⁴ The recently adopted *Metro 2050* notes that “the region’s vital ecosystems provide essential services for all life. A connected network of protected Conservation and Recreation lands and other green spaces throughout the region provides opportunities to enhance physical and mental health, supports biodiversity, and increases community resilience.”⁵
- Metro Vancouver’s Ecological Health Framework⁶ notes that protecting natural areas helps “maintain ecological health and biodiversity while providing opportunities for people to experience the natural world.”
- Metro Vancouver’s recently completed Regional Ecosystem Connectivity Study⁷ evaluated the connectivity of greenspaces in the region by studying the habitat requirements of selected representative species. The study notes that “the connectivity of ecosystems is a key component of ecosystem function, adaptability, and resiliency” and that understanding the connectivity of green spaces “is critical for conserving biodiversity in our region.” The purpose of the study is to provide “a high-level planning tool to help guide development and land acquisition by member jurisdictions throughout the region.” **Figure 5C** shows the ecosystem connectivity importance of lands in West Vancouver. As shown, the BPP lands in Eagleridge are rated as having very high importance in the connectivity of the region’s ecosystem.

⁴ Metro Vancouver Regional Planning, “Metro 2050: Policy Summary - Environment” document.

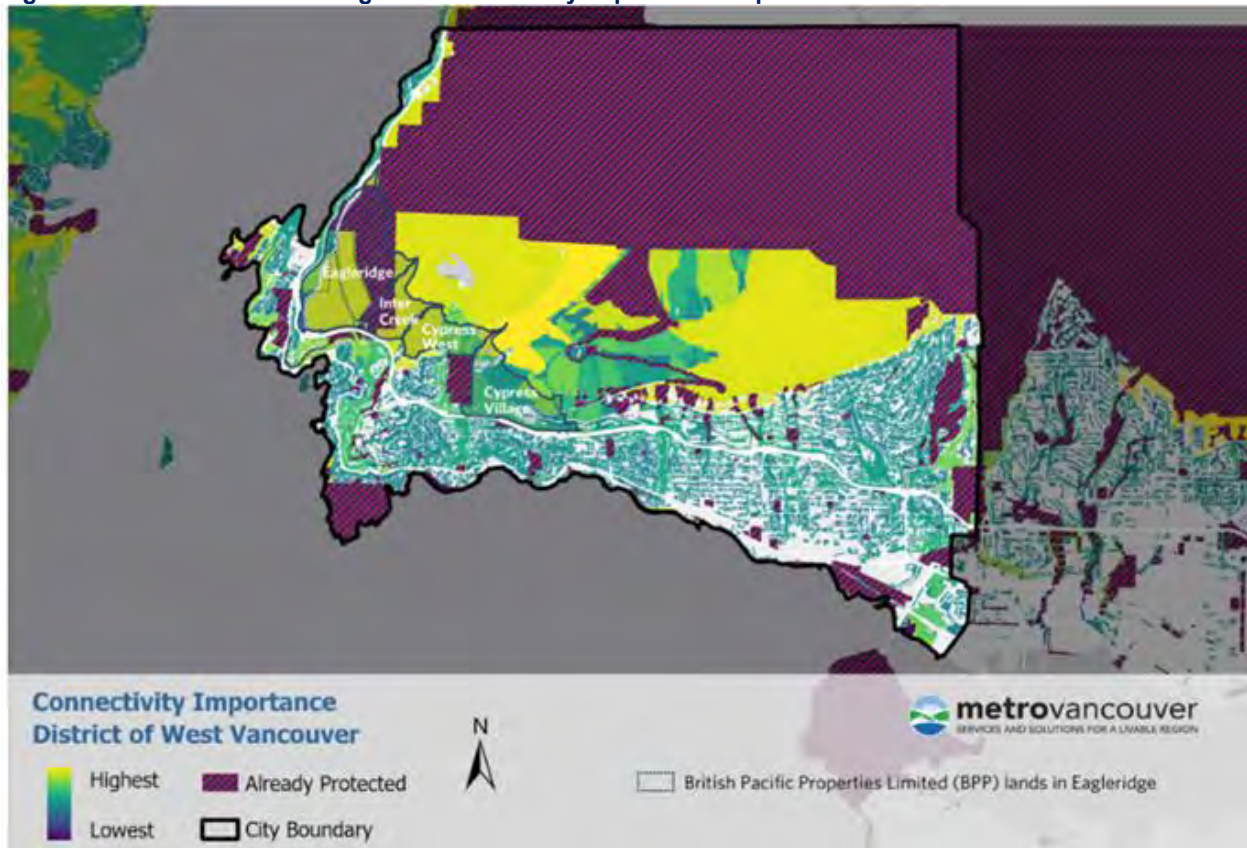
⁵ Metro Vancouver Regional District, “Metro 2050”, adopted February 24, 2023, page 13.

⁶ Adopted by the Metro Vancouver Regional District Board on October 26, 2018.

⁷ Metro Vancouver staff report to the Metro Vancouver Regional District Board entitled “Evaluation of Regional Ecosystem Connectivity Study”, 19 May 2021.

This ADP creates an extraordinary opportunity to protect a vast, beautiful, and ecologically valuable natural area in Eagleridge that is important to the community and the region.

Figure 5C: Metro Vancouver Regional Connectivity Importance Map for West Vancouver



6.0 Planning Principles

Planning Principles for Cypress Village and Eagleridge were initially drafted during Phase 1 of the District's three-phase planning and engagement process. The Planning Principles were refined based on community and stakeholder input in Phases 1 and 2, and finalized in Phase 3. The following Planning Principles guide the policies and plans in this ADP for Cypress Village and Eagleridge:

- 6.1 Protect all of the lands in Eagleridge that are currently owned by the District and BPP for conservation and recreation purposes by transferring the development potential of the BPP lands to Cypress Village and using a mechanism for protection that secures the lands for public use and access.
- 6.2 Create a new mixed-use Cypress Village that is:
 - a. *Compact* to encourage walking and cycling within the neighbourhood and to help reduce required infrastructure.
 - b. *Clustered* in order to protect a large proportion of the land in Cypress Village in its natural state as environmentally-protected green space including creeks and their riparian corridors, rock bluffs, and large stands of forests (in addition to the lands being protected in Eagleridge).
 - c. *Sensitive to the natural environment* to help protect and enhance environmental features and systems and make a positive contribution towards climate change.
 - d. *Sustainable* in social, environmental, transportation, and economic ways.
 - e. *Diverse* and *vibrant*, with a mix of uses including housing, neighbourhood commercial, employment, community facilities, recreational uses, and a variety of parks, plazas, and public spaces to support living, working, and playing within the village.
 - f. *Active*, providing opportunities to move around within the community in active ways, to gather and interact to build community connection, and to enjoy outdoor play, recreation, and socializing.
- 6.3 Create a plan for Cypress Village that is driven by excellent community planning and urban design, with a total amount of residential development that can:
 - a. Support transit, local commercial space, and a community centre.
 - b. Allow for a mix of housing types, including some affordable rental housing.
 - c. Transfer in the development potential from the lands in Eagleridge to be protected.
 - d. Shift the form of development from all large single family housing to almost entirely multi-family housing, which is more affordable and more compact.
 - e. Pay for the infrastructure needed to serve Cypress Village.
 - f. Pay for community amenities.
 - g. Be completed in about 20 to 25 years.⁸
- 6.4 Include a mix of housing, a local-oriented commercial area to meet the day-to-day needs of the residents of Cypress Village and Rodgers Creek, and employment uses in Cypress Village to create the potential for some village residents to work near where they live (which is convenient and helps reduce traffic) and to broaden and diversify the municipal tax base.
- 6.5 Include community amenities that benefit the broader community in Cypress Village (in addition to the lands in Eagleridge), such as an extensive network of paths and public spaces and an extensive network of formalized recreational opportunities including hiking trails, bouldering

⁸ The maximum timeframe for a Phased Development Agreement between the District and a developer is 20 years.

areas, and mountain biking areas, plus amenities and facilities that will mainly serve existing and future residents of Cypress Village and Rodgers Creek (e.g. a community centre, child care spaces, sports field).

- 6.6 Include a mix of public spaces/plazas, parks, open spaces, pathways and trail networks within Cypress Village, and trails that provide connections to existing or proposed major trail networks and parks/destinations outside of Cypress Village.
- 6.7 Set out development areas and natural areas based on a composite sieve analysis, allowing for the flexibility to weigh some relatively minor but necessary habitat changes in the mixed use village core area against the extraordinary benefits of achieving the protection of a large, ecologically significant, and environmentally sensitive area in Eagleridge.
- 6.8 Understand, protect, and express the archaeological heritage of the lands in Eagleridge and Cypress Village by:
 - a. Conducting an Archaeological Impact Assessment (AIA) in Cypress Village for locations where there may be potential impacts to archaeological resources, identifying and assessing any protected archaeological resources within the development lands, and providing recommendations for the management of any archaeological resources recorded.
 - b. Exploring opportunities for local Indigenous design, cultural visibility, public art, and interpretive signage.
- 6.9 Create a transportation plan for Cypress Village that meets the following goals:
 - a. Provide safe, accessible, convenient, reliable, and efficient transportation options.
 - b. Provide sufficient transportation infrastructure for all anticipated modes of travel in the village.
 - c. Seek to reduce the dependence on private automobiles within and to/from Cypress Village through efficient land use planning and urban design, and by providing sustainable transportation choices (including transit and an active transportation network to encourage walking, scootering, roller-blading, skateboarding, cycling). This will help reduce greenhouse gas emissions and pollution and help foster healthy lifestyles.
 - d. Use transportation demand management measures to achieve a target of 50% non-automobile trips at peak hours (i.e. walking, cycling, transit).
 - e. Demonstrate with a Traffic Impact Assessment satisfactory to the Ministry of Transportation and Highways (MoTI) that the existing road network (plus any planned changes) can accommodate vehicular traffic from Cypress Village without significant negative impacts on the major road system or nearby intersections.
- 6.10 For the District's lands and facilities in the Cypress Village planning area:
 - a. Assume the existing District Operations Centre (the works yard) remains as a works yard for the foreseeable future, but allow for other uses to be accommodated on the site in addition (e.g. fire station).
 - b. Assume the existing District Material Recycling Transfer Site will be relocated and/or replaced with a different approach to materials sorting.
 - c. Locate significant community facilities (e.g. sports field, elementary school, community centre) on the District-owned McGavin Field site, consistent with the Restrictive Covenant on title of these lands. This site is centrally located, has beautiful views, and should be retained for public uses.
 - d. Exchange vacant District-owned lands in Cypress Village that are not developable on their own for BPP lands in Eagleridge and/or transfer vacant District-owned lands in Cypress Village to BPP to be included in adjacent development sites or areas needed for road.

- 6.11 Base capital funding for infrastructure and community amenities in Cypress Village on the principle that BPP is responsible for:
- a. The capital cost of on-site infrastructure needed to serve Cypress Village (roads, water, sanitary sewer, drainage, communication, and hydro utilities).
 - b. Its share of the capital cost for all off-site infrastructure servicing needs related to Cypress Village.
 - c. Providing and operating an Independent Transit Service until it is taken over by the public transit agency (TransLink) or the District and BPP agree to an alternative.
 - d. Paying applicable DCCs, with adjustments to the municipal DCC rates reflecting BPP's responsibilities to pay for capital works directly and to transfer lands for recreation and conservation to the District.
 - e. Its share of capital costs for agreed-upon community facilities.

7.0 The Transfer of Development Potential and Fundamental Financial Basis of this ADP

The principal basis of this ADP is excellent community planning and urban design. However, the dual goals of creating a compact, sustainable urban community in Cypress Village and protecting lands in Eagleridge by transferring their development potential to Cypress Village required financial analysis, which was an input to this ADP.

BPP's lands in Eagleridge (and BPP's lands in the Cypress Village planning area) are currently zoned to allow large single family houses on large lots. This existing single family zoning makes the BPP lands very valuable.

As part of implementing this ADP, BPP will:

- Develop Cypress Village as a mixed-use community with a diversity of housing types, rather than a subdivision containing only large single family lots as allowed under the existing zoning. Give up the ability to develop any form of development on its lands in Eagleridge (including large single family lots which are currently permitted under the existing zoning) and transfer ownership of these lands to the District who will protect the lands for conservation and recreation, in exchange for the approval to develop additional housing in the new mixed-use Cypress Village community.
- Pay for the costs of the infrastructure needed to service the new mixed-use community in Cypress Village.
- Pay for the costs of agreed-upon amenities in Cypress Village, such as a community centre, parks, child care space, trails, and other facilities.

The fundamental financial basis for the transfer of development potential and rezoning to allow the mixed-use Cypress Village is that the value of BPP's lands in Cypress Village *after rezoning to allow a mixed-use village* should approximately match the value of BPP's lands in Eagleridge and Cypress Village *under the existing single family zoning*.

8.0 Eagleridge Plan

The key policies for Eagleridge are as follows:

- 8.1 All of the lands in Eagleridge will be protected as natural areas for conservation and recreation purposes. There will be no urban development in Eagleridge, except for modest improvements to support recreation use (e.g. improved access, parking, washrooms, and trails).
- 8.2 The lands in Eagleridge that are currently owned by BPP will be transferred to the ownership of the District, designated as Limited Use and Recreation, and dedicated as Park (see the orange-shaded parcels in **Figure 8A**).
- 8.3 Some of the existing District-owned lands in Eagleridge are already part of Whyte Lake Park or Nelson Canyon Park. These lands will remain part of those Parks. Some of the existing District-owned lands in Eagleridge are not yet dedicated as Park. This includes some legal parcels that are entirely contained within the Eagleridge planning area as well as some lands that are part of large legal parcels with boundaries that extend outside the Eagleridge planning area. These District-owned lands will be dedicated as Park (see the blue shaded/outlined parcels in **Figure 8A**).
- 8.4 In a separate, subsequent planning process, the District will explore options for managing the lands in Eagleridge and ideas for expansion and improvement of trails to support recreation use. It is anticipated that some lands will be used for outdoor recreation (walking, hiking) and some lands will be protected for ecological or environmental sensitivity reasons with limited access. As part of this process, enhanced way-finding and signage will be explored including consideration of opportunities for Indigenous cultural recognition (such as interpretive signage at trailheads and along trails, in consultation with local First Nations). Preliminary ideas for how the Eagleridge lands could be managed include management under the District's Parks department (as is the case for the lands in Whyte Lake Park and Nelson Canyon Park already), involvement of a non-profit conservancy, exploring co-management opportunities with local First Nations, and/or some other approach.

The Eagleridge lands that are currently owned by BPP total about 262 acres. Combining these lands with the District-owned lands in/adjacent to Eagleridge to be dedicated as Park and the portions of Whyte Lake Park and Nelson Canyon Park that are adjacent to (but outside of) Eagleridge will create a large, contiguous, beautiful natural area of about 1,350 acres. As a comparison, Stanley Park is about 1,000 acres.

Figure 8A: Lands in Eagleridge to be Dedicated as Park

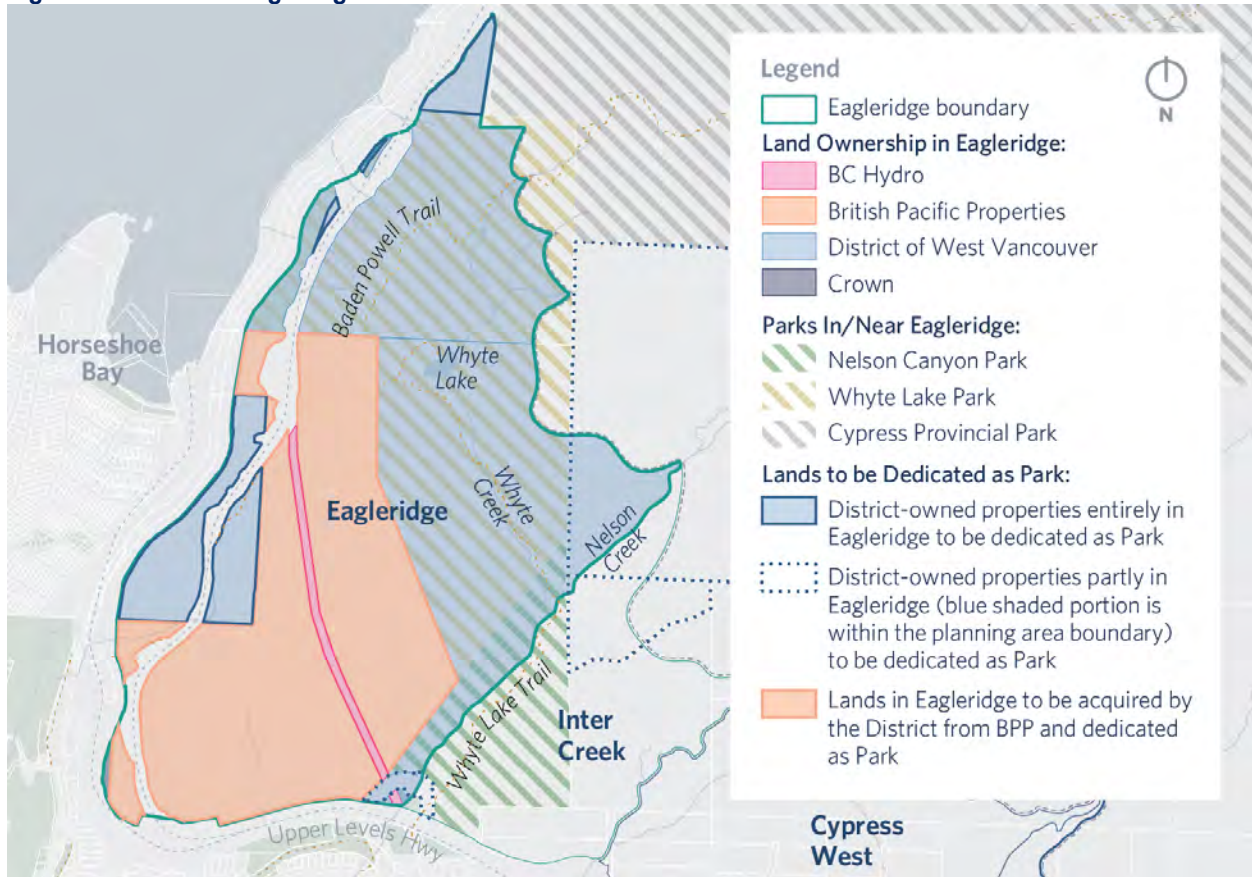


Figure 8B: Aerial Photograph of the BPP Lands in Eagleridge, the North Shore, and Downtown



9.0 Cypress Village Plan

Cypress Village will be a compact, sustainable urban community with a diverse supply of housing so that West Vancouver has more housing options and can be more affordable for young people, families, and people working in the community.

It will become a vibrant new destination for West Vancouver residents for outdoor recreation and entertainment. The community will include an extensive network of paths and public spaces and an extensive network of formalized recreational opportunities including hiking trails, bouldering areas, and over 50 acres of land for mountain biking, providing access to outstanding natural areas. The commercial centre will have restaurants, cafes, and stores that will meet the needs of Cypress Village residents while also providing an attractive amenity for all residents of West Vancouver.

Cypress Village will provide the transit, commercial space, and community amenities and facilities that are needed by existing and future residents of Rodgers Creek, Cypress Village, and other nearby areas, including a community centre, childcare spaces, parks/plazas, sports field, pathways, and walking/cycling trails.

The village will also provide a more diversified tax base for the municipality, by including business park employment space, office space, and possibly a small hotel. This will help grow and diversify West Vancouver's local economy to support both existing and future businesses, provide local employment opportunities, and broaden the municipal tax base.

This vision will be achieved via the policies and plans in the following sections:

- Community size and housing mix
- Urban and natural areas concept plan
- Land use concept and land use designations
- Transportation plan (access, roads, parking, transit, active transportation)
- Recreation areas
- Parks and open spaces
- Community amenities and facilities
- Form and character
- Conceptual servicing strategy
- Sustainability
- Risk management
- Phasing

9.1 Community Size and Housing Mix

Community Size

Cypress Village is planned to contain a maximum of 3,711 housing units⁹ on the privately-owned lands (including lands already owned by BPP and lands to be transferred from the District to BPP), plus the possibility of some special purpose affordable rental housing incorporated into municipally-owned civic facilities such as the fire station and community centre.¹⁰ The plan also includes employment space and community amenities and facilities. The estimated total population of Cypress Village is about 6,900 people upon build-out in about 20 to 25 years.¹¹

The scale of community in Cypress Village is sufficient to:

- Create a critical mass for a compact, sustainable, urban community that can support transit, local commercial space, and community facilities.
- Provide a diverse mix of housing.
- Enable the protection of all of the lands in Eagleridge that are currently owned by BPP.

Housing Mix

There are currently limited options for seniors to downsize within the West Vancouver community, adult children to stay close to their families, or young families to move to the community. Housing affordability is also a challenge in West Vancouver, making it hard for young people to move out and stay in the community and for people who work in West Vancouver to live in West Vancouver, including those in essential community-serving jobs such as emergency services, health care, and education.

Cypress Village will provide a more diverse and affordable mix of housing. This is consistent with District housing policies including:

- Policy 2.2.14 in the OCP which seeks to “include a range of housing types, tenures, and unit sizes (including rental, non-market, family, and seniors housing)...to meet the needs of residents of different ages and incomes”.
- Council’s goal in the 2024-2024 Strategic Plan is to “expand a diverse housing supply”.

⁹ Excluding secondary suites and detached secondary suites, which are in addition.

¹⁰ The initial zoning for Cypress Village will provide for a total of 3,711 housing units and any increases to add special purpose affordable rental housing into civic facilities would require a subsequent rezoning.

¹¹ This assumes an overall average household size of about 1.85 people, based on the housing mix and an average household size of about 3.6 people per single family dwelling, 2.9 people per townhouse unit, and 1.7 people per apartment unit.

The following policies will guide residential development in Cypress Village:

9.1.1 The housing mix in Cypress Village will be regulated in the new zoning bylaw in accordance with the following parameters:

	Total Residential Units	Maximum Gross Residential Floorspace
Single family lots/houses	at most 230 units	at most 763,096 square feet (70,894 square metres)
Duplex, triplex, townhouse units ^a	at least 161 units	at least 437,445 square feet (40,640 square metres)
Purpose-built affordable rental units	at least 184 units	at most 146,120 square feet (13,575 square metres)
Rental apartment units ^b	at least 553 units	at least 439,145 square feet (40,798 square metres)
Strata apartment units	at most 2,583 units	at most 3,317,434 square feet (308,200 square metres)
Total	at most 3,711 ^c units	at most 5,103,240 ^{c,d} square feet (474,107 square metres)

- a. This category applies to units in standalone ground-oriented multi-family buildings, not units at street level or in podiums in apartment buildings.
- b. These are in addition to the purpose-built affordable rental units.
- c. Excluding secondary suites and detached secondary suites, which are in addition.
- d. Plus possible special purpose rental housing incorporated into municipally-owned civic buildings, which would require a subsequent rezoning.

9.1.2 The target average rental rates for the purpose-built affordable rental housing component are 70% of market rents for similar new units. The actual rents will be determined on a project by project basis taking into consideration the following:

- a. The rates will be set at a level that funds project costs, excluding land costs.
- b. Any grants, financing, or funding provided by senior levels of government will be used to help reduce the required rents for the affordable rental units.

Obligations for the purpose-built affordable rental housing will be secured with Housing Agreements registered on the titles of residential parcels.

9.1.3 BPP has the obligation to transfer fee simple title to the District or (at the District's option) to a non-profit housing operator(s) selected by the District, to two subdivided, serviced parcels of land to accommodate the development of the purpose-built affordable rental housing units. Parcels to accommodate the purpose-built affordable rental apartment units must be provided as Cypress Village develops. There will be mechanisms in place that define the characteristics and acceptable locations for the parcels and that require the parcels to be delivered by defined milestones.

9.1.4 Housing unit layouts should:

- a. Include a mix of studio, one-bedroom, two-bedroom, and three-bedroom+ units.
- b. Allow for flexibility to accommodate considerations such as people working from home and the inclusion of lock-off suites in ground-oriented housing (single family houses, duplexes, triplexes, and townhouses).¹²

¹² Ground-oriented housing units with a lock-off suite will be considered one unit.

- 9.1.5 Notwithstanding the maximum residential unit count and the provisions about residential floorspace requirements in Policy 9.1.1 above, the District may explore ways to increase the number of affordable units by incorporating affordable rental housing units in municipally-owned civic buildings (i.e. as part of the community centre or fire station) subject to future rezoning.
- 9.1.6 Some strata apartment units may be allocated as rent-to-own units.
- 9.1.7 Market rental apartment units must be provided as Cypress Village develops and may be in stand-alone buildings or integrated with other uses and tenures. The delivery of market rental apartment units will be enforced using a mechanism that restricts the amount of market strata residential development that can be approved based on the number of market rental apartment units completed.

Employment Space

The following policies will guide the amount and mix of employment space in Cypress Village which will be regulated in the new zoning bylaw in accordance with the following parameters:

- 9.1.8 A maximum of 380,600 square feet (35,359 square metres) of employment space will be included in Cypress Village. This includes commercial space (retail/service, office, hotel) and business park employment space, but excludes civic uses (e.g. fire station, community centre, library, school, District’s operations centre/works yard buildings) and child care space.
- 9.1.9 Within the maximum of 380,600 square feet (35,359 square metres) of employment space:
 - a. At least 108,000 square feet (10,033 square metres) must be provided as ground floor retail and service space in the mixed-use village core.
 - b. At most 130,000 square feet (12,077 square metres) can be provided as business park space on the employment benchlands.

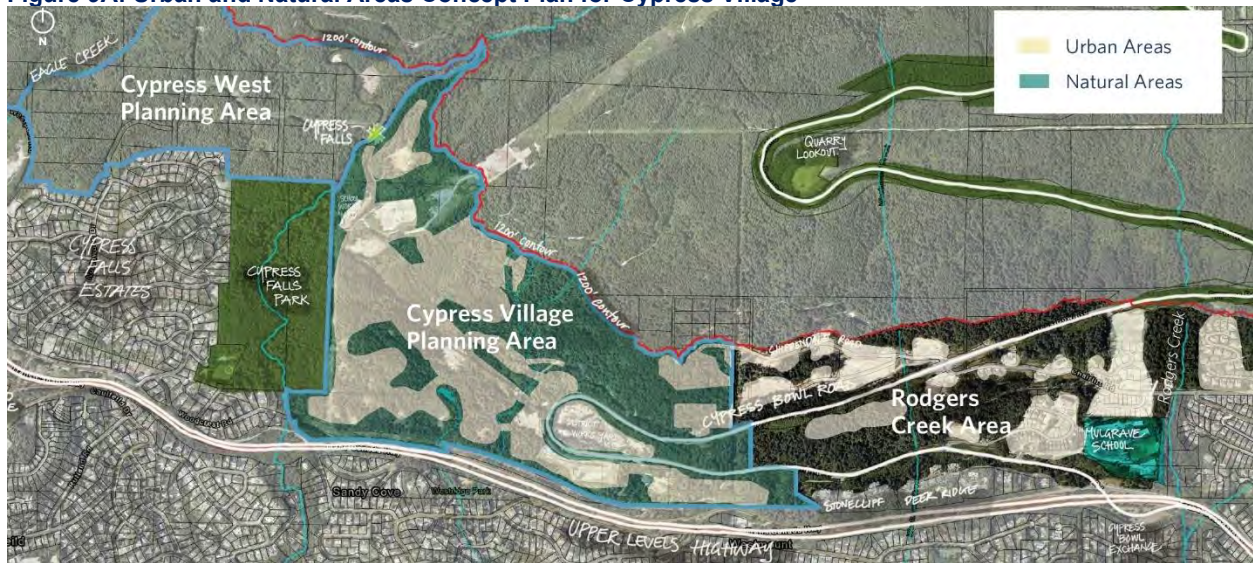
9.2 Urban and Natural Areas Concept Plan

In addition to the vast area being protected as green space in Eagleridge, the following policies will guide the provision of lands for conservation and recreation purposes in Cypress Village:

- 9.2.1 A total of at least 30% of the Cypress Village planning area will be retained as natural areas. This includes lands that will be environmentally-protected including creeks and their riparian areas, and natural areas that will be retained for recreation uses such as hiking trails, mountain biking trails, and bouldering areas. The Cypress Village planning area has a total size of 345 acres, so this means that at least 103 acres will be retained as natural areas.
- 9.2.2 **Figure 9A** shows the approximate natural areas to be retained in Cypress Village. The natural areas include riparian areas for all creeks and wetlands in Cypress Village based on the provincial Riparian Areas Protection Regulations (RAPR), except that a larger setback has been provided for along the east side of Cypress Creek (i.e. a 39 metre setback measured from the high water mark), and except where changes to riparian areas are authorized by the federal Department of Fisheries and Oceans (see Section 9.2.4). As subdivision and development proceed in Cypress Village, the boundaries of the natural areas will be refined based on detailed analysis and the lands to be retained in a natural condition will be dedicated by BPP to the District as Park. There will be limited works inside the natural areas. Works in the natural areas could include trail construction, agreed-upon park improvements, agreed-upon riparian area improvements, and possibly some work to minimize wildfire risk or to mitigate potential hazards such as flooding or slides. Any works will be undertaken with recommendations from the appropriate Qualified Environmental Professional, Qualified Wildfire Professional, and/or Qualified Geohazard Professional. For context, **Figure 9B** shows these same areas in Cypress Village plus the lands to be protected as natural areas in Eagleridge.

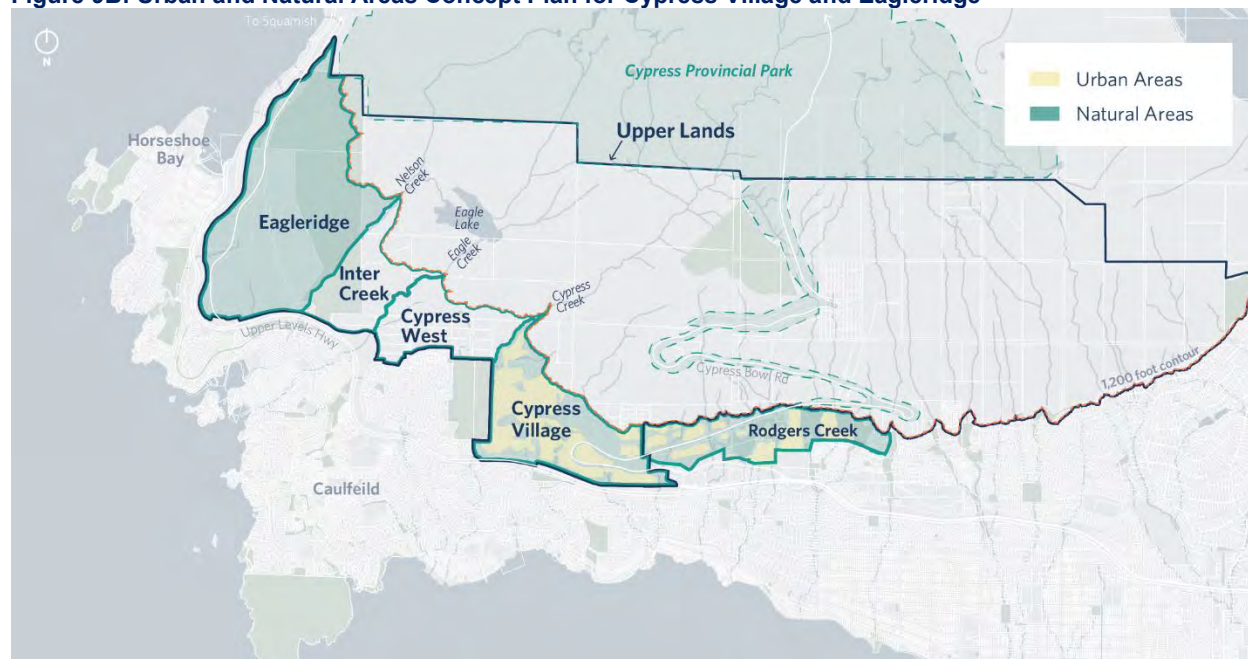
- 9.2.3 **Figure 9A** also shows the approximate areas in Cypress Village that will be developed for urban use. The combination of the required site area to accommodate residential and employment uses, required road construction, and required vegetation removal to minimize wildfire risk means that these urban areas will be cleared. Clearing will be phased to avoid having large areas of exposed ground for long periods of time and clearing will be managed carefully to avoid risk of damage to adjacent natural areas, such as sedimentation or erosion, while also taking into consideration scope and timing to allow timely provision of parks, environmental enhancement works, revegetation and landscaping, and material processing and handling, construction staging and parking, and related activities that assist in the reduction of transport requirements and carbon impact of land development and construction activities.¹³
- 9.2.4 Some changes to riparian areas within the urban areas are required in order to achieve a contiguous, pedestrian-oriented retail precinct. These changes require authorization from the federal Department of Fisheries and Oceans (DFO), which BPP has received, and will also involve the construction of new and improved habitat within the urban areas which, along with off-site compensation, has a goal of achieving a net environmental gain to riparian and fish habitat.

Figure 9A: Urban and Natural Areas Concept Plan for Cypress Village



¹³ As clearing occurs, consider whether there are opportunities to make some Cedar, Maple, and Douglas Fir trees over 30cm in diameter that are cut and that are readily transportable available to local First Nations for cultural purposes or to local stakeholder groups for trail building and stream-keeping purposes.

Figure 9B: Urban and Natural Areas Concept Plan for Cypress Village and Eagleridge



As illustrated in **Figure 9B**, when combined with the Eagleridge planning area (all of which is, or will be, dedicated as Park and retained as natural areas), a total of at least 75% of the lands in the two planning areas combined will be retained as natural areas (i.e. all 692 acres in Eagleridge, plus at least 103 of the 345 acres in Cypress Village).¹⁴ This represents an unprecedented level of protection of natural areas in the Upper Lands. In the Rodgers Creek Area Development Plan, 55% of the total land area was designated as environmentally-protected green space including creeks and their riparian areas, rock bluffs, and large stands of forests.

9.3 Land Use Plan and Land Use Designations

The land use plan sets out land uses in Cypress Village with the intention of creating a compact, vibrant community with a diversified tax base, a central community hub and commercial core, and a large share of the population living within close proximity to the village core to support active modes of travel within the village.

The land use plan retains existing uses such as the School District works yard, BC Hydro substation, and District’s Operations Centre (works yard) which are anticipated to remain for the foreseeable future. It does not strictly adhere to existing land ownership boundaries and, consistent with the Planning Principles, anticipates that some District-owned lands in the Cypress Village planning area can form part of development parcels or lands needed for roads.

The following policies set out and describe the land use concept plan and land use designations for Cypress Village:

- 9.3.1 Lands to be developed for residential or employment uses in Cypress Village are assigned to the land use designations approximately as shown in **Figure 9C**. These include:
 - a. *Mixed-Use Village Core designation.*

¹⁴ If calculated only including the lands currently owned by BPP in Eagleridge that are being protected now (holding aside District-owned lands in Eagleridge), a total of 262 of the 262 acres owned by BPP in Eagleridge are being protected plus at least 103 acres of the total 345 acres in Cypress Village, which is at least 365 out of 607 acres being protected (60%).

- b. *Multi-Family Housing designation.*
 - c. *Ground-Oriented Housing designation.*
 - d. *Employment Uses designation.*
- 9.3.2 Serving as the heart of the village, lands designated *Mixed-Use Village Core* will be developed with a mix of commercial, residential, and community facilities along with public plazas, pathways, and park spaces. Buildings will be mostly multi-family residential (apartments) above local-oriented commercial space (e.g. shops, services, restaurants). Office uses and hotel use are also allowed. Community uses (including an elementary school, sports field, and community centre) are strategically located in the *Mixed-Use Village Core* for optimal access and convenience, and to utilize the McGavin Field site which has beautiful views and has a Restrictive Covenant on title supporting community use of the lands. The *Mixed-Use Village Core* precinct will include a mix of mid-rise and taller buildings.
- 9.3.3 The *Mixed-Use Village Core* precinct will be located immediately west of the first switchback of Cypress Bowl Road to create a gateway and sense of arrival to the village. A vital and vibrant commercial precinct depends on having a critical mass of ground-floor retail/service space, visibility, and access. The mix of commercial uses is expected to include a variety of tenants such as:
- Grocery store.
 - Pharmacy.
 - Beer, wine, and spirits.
 - One cannabis retail unit.
 - Breweries/distilleries.
 - Restaurants and cafes.
 - Personal services such as hair care, spa, and dry cleaning/laundry.
 - Health services such as doctor, dentist, physiotherapy.
 - Branch financial institutions. Financial services will also be permitted but limited.
 - Specialty retail (e.g. bike store, bakery).
 - Other office uses (e.g. realty, insurance, co-working space).
- 9.3.4 Prior to the issuance of any CV4: Form and Character of Development Permit for any building in the *Mixed-Use Village Core*, a detailed plan for commercial spaces in the *Mixed-Use Village Core* must be prepared by BPP and approved by the District. This plan may be completed for the *Mixed-Use Village Core* in its entirety, or phased for up to four commercial precincts within the *Mixed-Use Village Core*. The overall commercial plan or each precinct plan should identify:
- The proposed alignment of roads, lanes, and pedestrian/cycling paths.
 - The footprints and approximate dimensions of all ground level commercial space.
 - The active frontage of commercial spaces (i.e. the frontage that contains the main entrance(s) to be used by customers).
 - Schematic arrangement of loading and garbage/recycling service areas for the commercial spaces.
 - Location of entrances/exits to underground parking.
 - Proposed location of some key commercial business types, including the grocery store, financial institutions, and hotel.
 - Urban design ideas for the treatment of the side and rear elevations of commercial space.

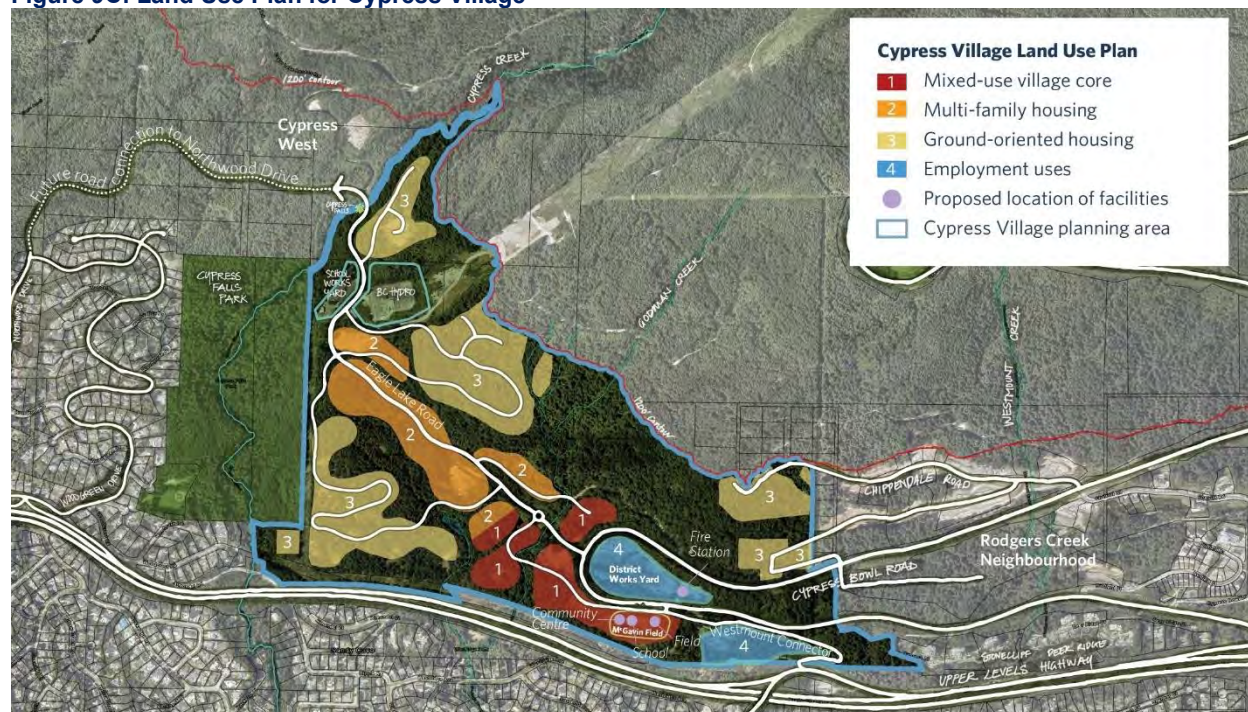
- 9.3.5 Some commercial uses (e.g. food and beverage, bike shop) may serve both local residents and visitors to the village, Cypress Mountain, and the network of open spaces and trails, but in general retail/service uses should mostly serve local residents and not create a major new retail destination that attracts significant customer traffic from outside the area.
- 9.3.6 Commercial space should be phased to match the growth of the resident population. BPP will provide a first phase of retail space in the *Mixed-Use Village Core* (including the grocery store) in an early phase of the development by an agreed-upon date or metric.
- 9.3.7 Key elements of the local commercial component of the *Mixed-Use Village Core* (including the grocery store, pharmacy, liquor store, drycleaner, pub, and specialty food store) must be located in the portion of the *Mixed-Use Village Core* that is on the south side of Eagle Lake Road.
- 9.3.8 The *Multi-Family Housing* area along Eagle Lake Road will help to concentrate population near the village core to encourage walking/cycling to commercial uses, community facilities, and transit. While almost all of the commercial space will be located in the *Mixed-Use Village Core*, there may be opportunities for a small amount of retail space in the *Multi-Family Housing* areas such as a corner store or coffee shop. The *Multi-Family Housing* precinct will include a mix of mid-rise and taller buildings.
- 9.3.9 Lower density residential uses in the *Ground-Oriented Housing* areas are located further from the core, on steeper terrain where development impact can be minimized and where walking or transit use is less likely than in the village core.
- 9.3.10 As subdivision and development proceeds, there may be opportunities to consider including space for community groups in the *Mixed-Use Village Core*, *Multi-Family Housing* areas, and/or in natural areas (for example, a nature house that could be located in a natural area, visible and accessible from a multi-use path or trail).
- 9.3.11 Lands designated for *Employment Uses* include:
- The District's Operations Centre (works yard) site inside the first switch-back of Cypress Bowl Road. The site is envisioned to include a works yard for the foreseeable future along with community/public use facilities (e.g. a new fire station, possibly a reconfigured fire training grounds), possibly other employment uses, and possibly purpose-built affordable rental housing or workforce rental housing.
 - A new benchlands area adjacent to the new Westmount Connector. These lands are currently steep but the new Westmount Connector will create the possibility of building level platforms that are envisioned to accommodate business-park type employment uses compatible with a location in close proximity to the village (e.g. office, craft brewery, light manufacturing, film studio). Purpose-built affordable rental units or rental apartment units may be located above the business-park type employment uses on the benchlands.
- 9.3.12 Based on the visions articulated in Sections 9.3.2 to 9.3.11, uses and building heights in each land use designation will be regulated in the new zoning bylaw in accordance with the following parameters:

Land Use Designation	Uses	Employment Floorspace Restrictions	Building Heights
<i>Mixed-Use Village Core</i>	<ul style="list-style-type: none"> Mixed-use buildings with apartment dwellings above commercial space (retail/service, office) Assisted living/community care Hotel Community/public uses 	<ul style="list-style-type: none"> Minimum of 108,000 square feet (10,033 square metres) of commercial space in this designation must be ground floor retail/service 	<ul style="list-style-type: none"> Mid-rise (4 to 6 storeys) Taller buildings (up to 25 storeys)

(table continues on following page)

Land Use Designation	Uses	Employment Floorspace Restrictions	Building Heights
<i>Multi-Family Housing</i>	<ul style="list-style-type: none"> • Apartment dwellings • Mixed-use buildings with apartment dwellings above at grade commercial space • Assisted living/community care 	<ul style="list-style-type: none"> • Maximum of 7,000 square feet (650 square metres) of commercial space in total in this designation 	<ul style="list-style-type: none"> • Mid-rise (4 to 6 storeys) • Taller buildings (up to 25 storeys)
<i>Ground-Oriented Housing</i>	<ul style="list-style-type: none"> • Single family dwellings, duplex dwellings, triplex dwellings, ground-oriented housing including townhouses 	<ul style="list-style-type: none"> • No commercial space permitted in this designation 	<ul style="list-style-type: none"> • 2-3 storeys
<i>Employment Uses</i>	<p><i>Benchlands site:</i></p> <ul style="list-style-type: none"> • Business-park employment uses • Mixed-use buildings with apartment dwellings limited to purpose-built affordable rental units or rental apartment units above business-park employment uses <p><i>District's Operations Centre (works yard) site:</i></p> <ul style="list-style-type: none"> • Community/public uses • Purpose-built affordable rental housing (including affordable rental housing or mixed market/affordable rental housing owned by a non-profit organization) • Workforce rental housing 	<p><i>Benchlands site:</i></p> <ul style="list-style-type: none"> • Maximum of 130,000 square feet (12,077 square metres) of business park employment space <p><i>District's Operations Centre (works yard) site:</i></p> <ul style="list-style-type: none"> • n/a 	<p><i>Benchlands site:</i></p> <ul style="list-style-type: none"> • 2 storeys plus a mezzanine for employment uses, with heights (to be defined in the zoning bylaw) suitable for business-park uses, plus up to 3 storeys above for rental housing <p><i>District's Operations Centre (works yard) site:</i></p> <ul style="list-style-type: none"> • n/a

Figure 9C: Land Use Plan for Cypress Village



9.4 Transportation Plan

Consistent with the Planning Principles, the transportation plan for Cypress Village provides safe, accessible, convenient, reliable, and efficient transportation options; includes sufficient transportation infrastructure for all anticipated modes of travel in the village; seeks to reduce the dependence on private automobiles within and to/from Cypress Village through efficient land use planning and urban design and by providing access to sustainable transportation choices; and was informed by a Traffic Impact Assessment that was reviewed and accepted by the Ministry of Transportation and Infrastructure (MoTI) and the District.

The transportation plan includes the following main elements:

- Access.
- Road network.
- Active transportation network, which includes a pedestrian network, cycling network, and multi-use path network.
- Transit.
- Parking.

The Road Network Plan, Transit Route, Pedestrian Network Plan, and Cycling Network Plans presented show the approximate location of these components of the transportation plan. As development in Cypress Village proceeds, the transportation infrastructure will be designed in detail consistent with the policies in this ADP and with appropriate design review and approvals as needed from the District and from MoTI, which has jurisdiction over Cypress Bowl Road and the Upper Levels Highway.

Access

Vehicular access to Cypress Village will be from:

- Cypress Bowl Road from the existing Interchange (Exit 8) on Highway 1, which will undergo improvements.
- The Chippendale Road intersection at Cypress Bowl Road northeast of the village.
- A third road access that will be constructed as part of developing the village, connecting the Westmount Road Interchange (Exit 7) from Wentworth Avenue up to the village. This is referred to as the Westmount Connector.

Localized vehicular access into the village will occur at two intersections on Cypress Bowl Road:

- The first is an intersection of Cypress Bowl Road close to the entrance to the District's Operations Centre (works yard) site which will be a roundabout (subject to detailed design and approval by MoTI). This will replace three existing adjacent T-intersections and will provide connections to the new Westmount Connector and a new local road that will connect to the village alongside McGavin Field. This roundabout/intersection will have provision for vehicles (including cars, trucks, and buses), active transportation users (including pedestrians and cyclists), and emergency vehicles.
- The second is an intersection at Cypress Bowl Road and a realigned Eagle Lake Road which will be a roundabout (subject to detailed design and approval by the MoTI) with provision for vehicles (including cars, trucks, and buses), active transportation users (including pedestrians and cyclists), and emergency vehicles.

Having more than one access point to Cypress Village is important for redundancy (in the event that one of the access routes is unavailable) and overall traffic circulation, provision of emergency services and fire safety, and traffic management.

Road Network Plan

The design of the on-site road network considers the unique topography, terrain, and environment within the Cypress Village planning area along with active transportation, transit service, and placemaking goals, and the results of technical Transportation Impact Analysis.

The following policies will guide the road network in Cypress Village:

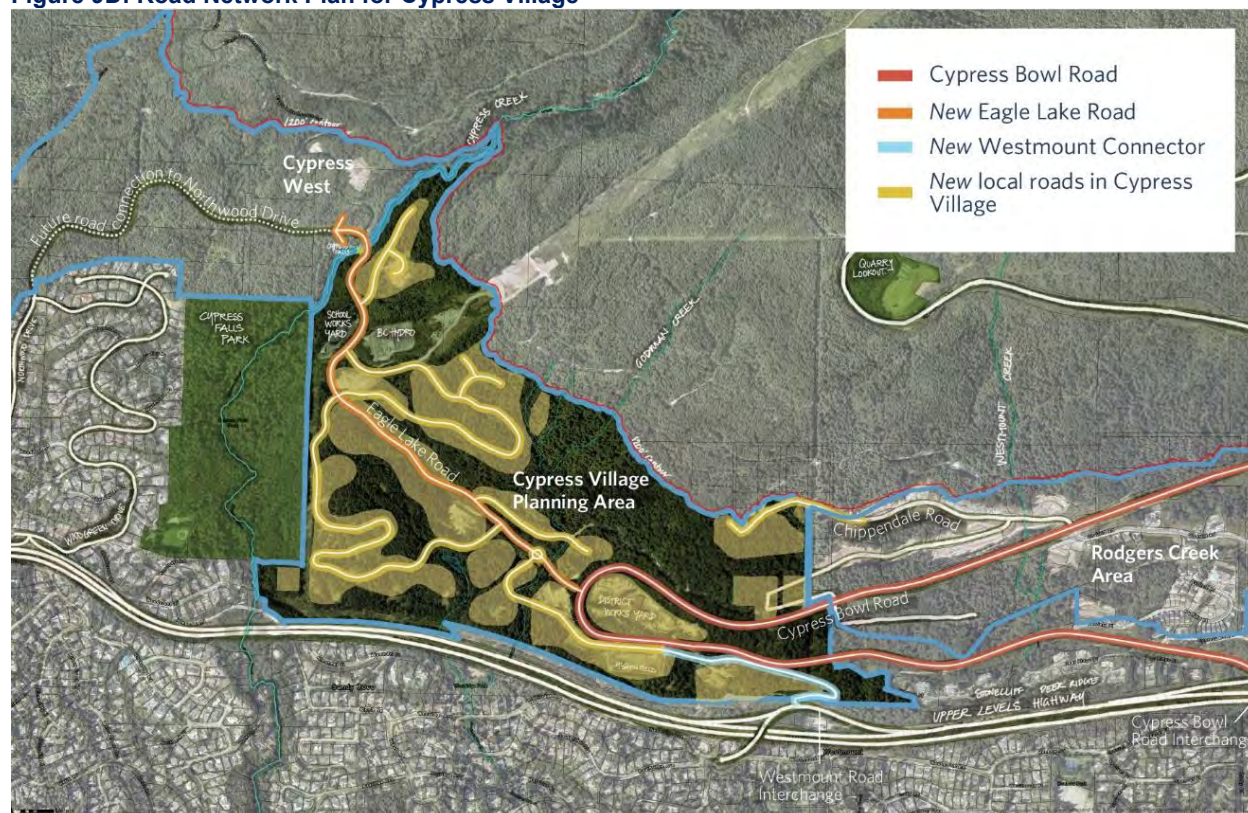
- 9.4.1 The road network in Cypress Village will be approximately as shown in **Figure 9D**.
- 9.4.2 The roads in Cypress Village will be organized into the following categories:
 - a. *Off-site Arterial Road*: Cypress Bowl Road (shown in red in **Figure 9D**), which is a high capacity road that carries traffic between destinations.
 - b. *On-site Collector Roads*: Eagle Lake Road (shown in orange in **Figure 9D**) and the Westmount Connector (shown in blue in **Figure 9D**), which provide connections between Arterial Roads and Local Roads.
 - c. *On-site Local Roads*: new local roads (shown in yellow shading in **Figure 9D**) which will branch off of Eagle Lake Road to provide access to residential development areas within Cypress Village.
- 9.4.3 Road design must meet the Road Standards to be developed for Cypress Village to govern detailed design and be consistent with the schematic road sections provided in **Appendix F**. The Road Standards for Cypress Village will take into consideration relevant municipal plans, including the District's *Official Community Plan*, *Strategic Transportation Plan*, *Cycling Network and Greenway Plan*, and *Cycling Implementation Plan Report*, and available design standards

and guidelines (including the *Transportation Association of Canada (TAC) Geometric Design Guide for Canadian Roads*, *Master Municipal Construction Documents*, and *Master Municipal Design Guidelines* including consideration from the publication's Hillside Standards section). The Road Standards for Cypress Village will be defined in the Phased Development Agreement.

- 9.4.4 Cypress Bowl Road is an existing road that is owned and operated by MoTI. It is the sole transportation route to Cypress Provincial Park and the Cypress Mountain Ski Resort, consists of two uphill lanes and one downhill lane, and has no on-street parking. The following changes are anticipated to Cypress Bowl Road as the village is developed, subject to detailed design review and approval from MoTI:
- a. New roundabout at the intersection of a realigned Eagle Lake Road and Cypress Bowl Road.
 - b. New roundabout at the intersection of the new Westmount Connector, new village street, and the entrance to the District's Operations Centre (works yard site).
 - c. Upgrades to the section of Cypress Bowl Road between the two new roundabouts to reconfigure this segment into a two-lane road.
 - d. Upgrades to the Exit 8 Cypress Bowl Road offramp up to Cypress Bowl Lane (Mulgrave School Access), where the existing westbound offramp is a single-lane exit that merges into the existing two-lane Cypress Bowl Road. These upgrades will be determined over time but could include the staged installation of intersection signals and additional lanes.
 - e. Upgrades to lanes eastbound on Cypress Bowl Road to Cypress Bowl Lane.
- 9.4.5 Continuous, safe public use of Cypress Bowl Road will be maintained throughout the development of Cypress Village, in accordance with traffic management plans that will be developed as part of the detailed design and MoTI review/approval process.
- 9.4.6 Eagle Lake Road will be the principal On-site Collector Road, acting as the primary organizing spine of the community. The alignment of the new Eagle Lake Road will closely follow the alignment of an existing paved access road in this location. Eagle Lake Road will provide access into Cypress Village from Cypress Bowl Road, access to most of the development areas, and operate as the main transit route in the community. The Eagle Lake Road cross-section will differ along the length of the road, depending on the fronting development form and the varying levels of service required for traffic, active transportation solutions, parking, transit, and stormwater management (as per **Appendix F**). Subject to detailed design, the existing Eagle Lake Road culvert crossing of Godman Creek will be replaced with a clear span structure to minimize the impacts to Godman Creek and associated riparian areas.
- 9.4.7 A future connection of Eagle Lake Road through to Northwood Drive in Cypress Falls Estates is expected when the Cypress West neighbourhood is planned and developed (likely 20 years or more in the future). In the meantime, the connection through to Northwood Drive beyond the Cypress Village planning area boundary (west of Cypress Creek) will be retained as a gravel emergency services route and eventually upgraded to a paved multi-use path connection.
- 9.4.8 Westmount Connector will be an On-site Collector Road providing alternate access to and from the village. Starting near the McGavin Field site at Cypress Bowl Road, the new Westmount Connector will head east, cross Turner Creek, go past the new employment benchlands (which will be created at the same time as the Westmount Connector is constructed), and south to Wentworth Avenue. It will be bound on either end by MoTI roadways (Cypress Bowl Road at the north end and Wentworth Avenue at the south end), so coordination will be needed with MoTI. In considering the detailed design for the Westmount Connector (and its connection to Cypress Bowl Road), the District will require that the road network leaves sufficient land area to be able to achieve the minimum size for the sports field outlined in Section 9.7.7, subject to coordination with MoTI. Over time, upgrades are anticipated where the Westmount Connector meets Wentworth Avenue, including a traffic signal and laning upgrades, and south of the Highway at the Westridge Avenue/Westmount Road intersection, including a traffic signal, laning upgrades, and road geometry improvements.

- 9.4.9 A network of on-site Local Roads will provide access through the village core and to the residential development areas. The local road providing access to the village from the first new roundabout on Cypress Bowl Road will generally run east to west, crossing Godman Creek and meandering through the village core. The local roads providing access to the residential development areas from Eagle Lake Road will contain the same basic general elements of a typical local road and associated servicing corridor, but each road will need to be customized to suit specific land uses, physical conditions, topography, and traffic requirements, and to accommodate active transportation networks (pedestrians, cyclists).
- 9.4.10 Detailed design for the roads in Cypress Village will be completed over time as the village develops but will be consistent with the schematic road sections provided in **Appendix F**. In considering the detailed design for the Local Roads in the *Mixed-Use Village Core*, the District will require that the road network leaves sufficient land area to be able to achieve the minimum size for the sports field outlined in Section 9.7.7, subject to coordination with MoTI.
- 9.4.11 Ownership of roads in Cypress Village will be as follows:
- a. Public roads built on land will be dedicated to the District.
 - b. Public roads built over top of private structures (such as below-grade parking) will have statutory rights-of-way in favour of the District with appropriate indemnification and terms for maintenance/repair and liability.
 - c. Private roads will be retained and maintained by the applicable strata corporations.
- 9.4.12 Street lighting in Cypress Village will be installed primarily as a function of roadway and multi-use path design, spaced intermittently along road/path alignments and at intersections and crosswalks. Ducts will be installed to run within the boulevards, generally alongside curbs. Lighting will be provided for collector and local roads, including adequate coverage for sidewalks and paths within the road section. Lighting may vary in different parts of the village:
- a. The street lighting within the centre of the *Mixed-Use Village Core* will be designed as part of a comprehensive streetscape and lighting plan for public roadways, pedestrian areas, plaza space, and on-site circulation areas, and may include a combination of standard pole mounted lighting, and structure or catenary mounted lighting to create a vibrant, accessible, and safe pedestrian space. The streetlight poles and other facilities within the village core will also be provided with receptacles for seasonal or event lighting.
 - b. A lower impact of illumination may be desired in the *Ground-Oriented Housing* areas, potentially with reduced spacing.

Figure 9D: Road Network Plan for Cypress Village



Active Transportation Network (Walking, Cycling)

Cypress Village will provide multiple options for active modes of travel such as walking, scooting, roller-blading, skateboarding, and cycling. The goal is to encourage residents, employees, and visitors to choose active modes of travel for a large share of local trips within Cypress Village, such as trips to and from retail/service businesses, community facilities (including the school and community centre), parks/plazas, and transit stops. The majority of these trips will be made within the *Mixed-Use Village Core* and nearby portions of the *Multi-Family Housing* area, where about two-thirds of the housing units will be located, where the terrain is flat or has gentle grades, and where walking distances to the village core are 400 metres or less.

The following policies will guide the active transportation network in Cypress Village:

9.4.13 The active transportation network will:

- a. Incorporate a combination of sidewalks, pathways, trails, and on-street bicycle facilities to provide multiple options for pedestrians and cyclists to travel within, to, and from Cypress Village.
- b. Be designed to attract and accommodate pedestrians and cyclists of all ages and abilities, including seniors, children and youth, and persons with disabilities. This objective informs the preferred design approach for cyclists, focusing on skill level and comfort in traffic rather than trip purpose (commuter, recreational).
- c. Accommodate persons with physical, visual, hearing, and cognitive disabilities, including persons who use mobility aids such as wheelchairs, walkers, canes, and crutches.

- d. Provide continuous connections for pedestrians and cyclists throughout Cypress Village and connections to other areas of West Vancouver, including the Rodgers Creek area, the future Cypress West neighbourhood, Caulfeild, and the future trail network in the Upper Lands.
- e. Include cycling facilities (e.g. bicycle racks to which bicycles can be locked and secure bicycle parking in visible areas including in commercial areas, at community facilities, and in other locations where needed) as well as end-of-trip facilities (e.g. change rooms) in the *Employment Uses* area on the benchlands and in the *Mixed-Use Village Core* to support cycling to work.
- f. Be clearly identified with signage, pavement markings, and other design elements, supplemented with wayfinding and other information regarding walking and cycling opportunities in Cypress Village. Opportunities to incorporate local Indigenous cultural recognition (such as interpretive signage along pathways and trails) will be explored in consultation with local First Nations.
- g. Be planned and designed in accordance with the Active Transportation Design Criteria to be developed for Cypress Village to govern detailed design. The Active Transportation Design Criteria for Cypress Village will take into consideration relevant plans, including the District's *Official Community Plan*, *Strategic Transportation Plan*, *Cycling Network and Greenway Plan*, and *Cycling Implementation Plan Report*, and relevant guidance, including the *British Columbia Active Transportation Design Guide* and the *Transportation Association of Canada's (TAC's) Geometric Design Guide for Canadian Roads*, as well as current best practices in the Lower Mainland and in other Canadian municipalities. The Active Transportation Design Criteria for Cypress Village will be defined in the Phased Development Agreement.
- h. Detailed design for the active transportation network in Cypress Village will be completed over time as the village develops but will be consistent with the schematic sections provided in **Appendix F** (active transportation facilities are shown within the Road Sections).

9.4.14 The active transportation network will include the following typologies generally located as shown in **Figure 9E** (Pedestrian Network) and **Figure 9F** (Cycling Network):

- a. *Multi-use pathways shared by pedestrians and cyclists.* Multi-use pathways will be separated from the roadways (although in some locations they will be parallel to a roadway) and will accommodate cyclists¹⁵, pedestrians, other non-motorized modes of transportation (e.g. scooters, skates), and persons using wheelchairs and other mobility aids. Pathways will generally target grades of 5% or less in order to be accessible for persons with disabilities and to accommodate cyclists of all ages and abilities, although maximum grades may be higher in some short locations where flat landings at regular intervals can be achieved. Pathway widths will meet Active Transportation Design Criteria to be developed for Cypress Village, based on the *BC Active Transportation Design Guide* standards. Pathways will incorporate safety measures (e.g. pavement markings and surface treatments to separate pedestrians and cyclists, physical barriers, localized widening, rest areas, signage, buffers along the edges between the pathway and other objects such as trees and street lights, and adequate stopping sight distance where pathways and roadways intersect).
- b. *A multi-use pathway on the north side of Eagle Lake Road designated for uphill cycling only.* Given the grades of up to 12% on Eagle Lake Road, it is preferable to accommodate uphill cyclists on a pathway rather than on the road, as cyclists riding uphill (including cyclists on e-bikes) will be travelling at slower speeds that are more compatible with pedestrians than vehicles. At slow speeds, cyclists often “wobble” and may not ride in a straight line, creating a potential for conflicts with motorists if cyclists are on the road.

¹⁵ Within Cypress Village, the preferred approach is to accommodate cyclists on off-street multi-use pathways. Cyclists of all ages and abilities generally consider pathways to be the most attractive and comfortable type of bicycle facility, as they are separate and away from roads and traffic. Experienced cyclists may choose to travel with traffic.

- c. *A shared traffic lane downhill on Eagle Lake Road.* The grade on the upper section of Eagle Lake Road is approximately 12%. In this condition, cyclists travelling downhill could reach high speeds and it is not desirable for cyclists travelling at these speeds to share a pathway with pedestrians. To avoid the steep grade on Eagle Lake Road, the preferred downhill route for cyclists is the multi-use pathway to the south. However, some confident and experienced cyclists who are comfortable riding in traffic might prefer to ride downhill on Eagle Lake Road rather than using the pathway. A shared traffic lane downhill will accommodate experienced, confident cyclists who wish to ride at speed.
 - d. *Pedestrian-only sidewalks* will be provided on most roads. In some cases, such as on the north side of Eagle Lake Road, pedestrians will be accommodated on the shared multi-use pathway instead.
 - e. *Pedestrian-only trails, paths, and connections.* These are secondary elements of the active transportation network that help provide additional connectivity and route options for pedestrians.
 - f. *Improved bicycle facilities on Cypress Bowl Road.* Cyclists currently ride in the traffic lanes on Cypress Bowl Road. The Cycling Network Plan suggests an on-street bicycle lane or shoulder for cyclists on Cypress Bowl Road between the village intersections, but the type(s) of bicycle facilities included on Cypress Bowl Road at the village and on either side of the village will be determined by MoTI and will be incorporated into detailed road and intersection designs for Cypress Village as appropriate.
 - g. *Pedestrian crossings* will also be an important part of the pedestrian network, to improve safety for pedestrians at road crossings and to prevent major roads from becoming obstacles that discourage people from walking.
- 9.4.15 Consistent with the OCP, the active transportation network provides for enhanced trail connectivity outside of Cypress Village and to the broader mountainside including:
- a. Completion of the Mountain Path, which will connect to Chippendale Road and the Rodgers Creek neighbourhood.
 - b. Allowance for a future connection to Almondel Road, providing an option for walking to shopping and Rockridge Secondary.
 - c. A connection into Cypress Falls Park.
 - d. Connections to major trails above the 1200 foot contour including Fern Trail and the Trans Canada Trail (formerly called the Great Trail). Opportunities could be explored to adjust the Trans Canada Trail route in this vicinity to connect with some of the new multi-use paths and trails in Cypress Village.

Figure 9E: Pedestrian Network Plan for Cypress Village

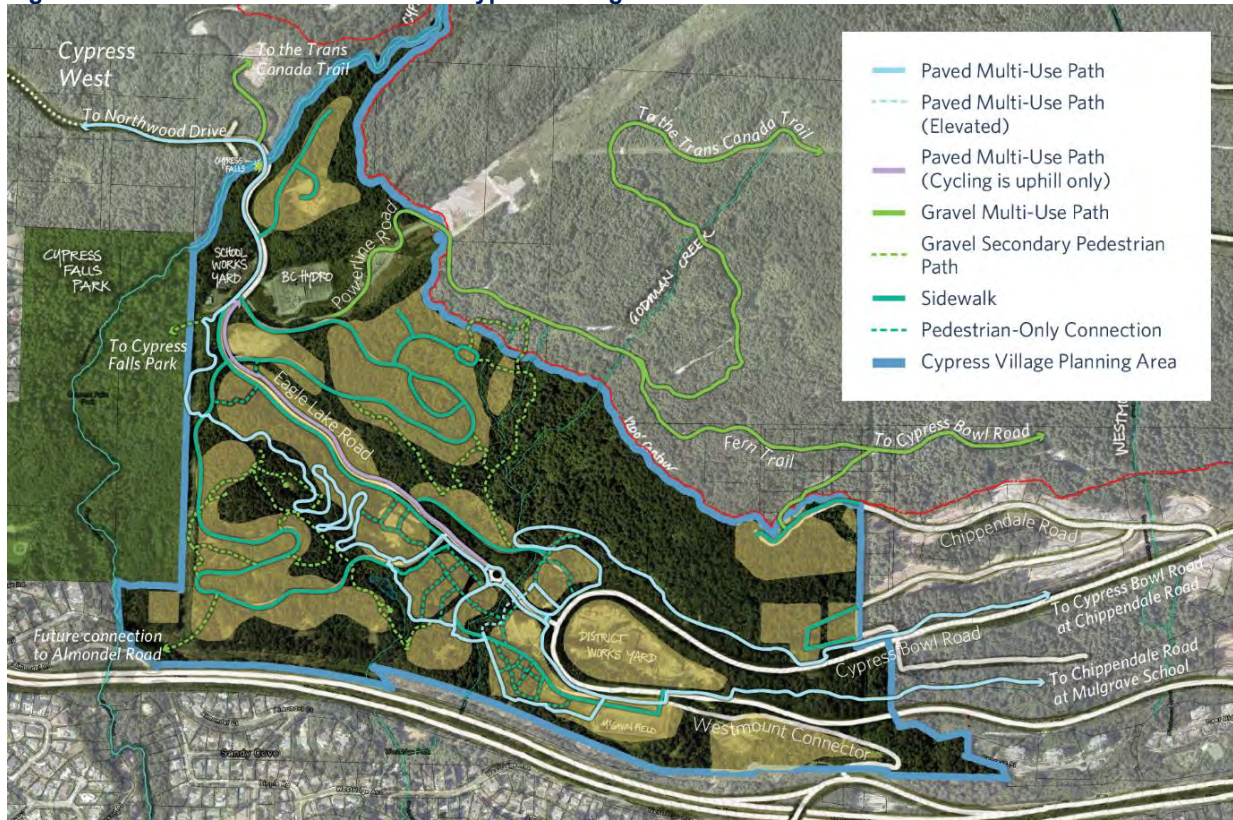
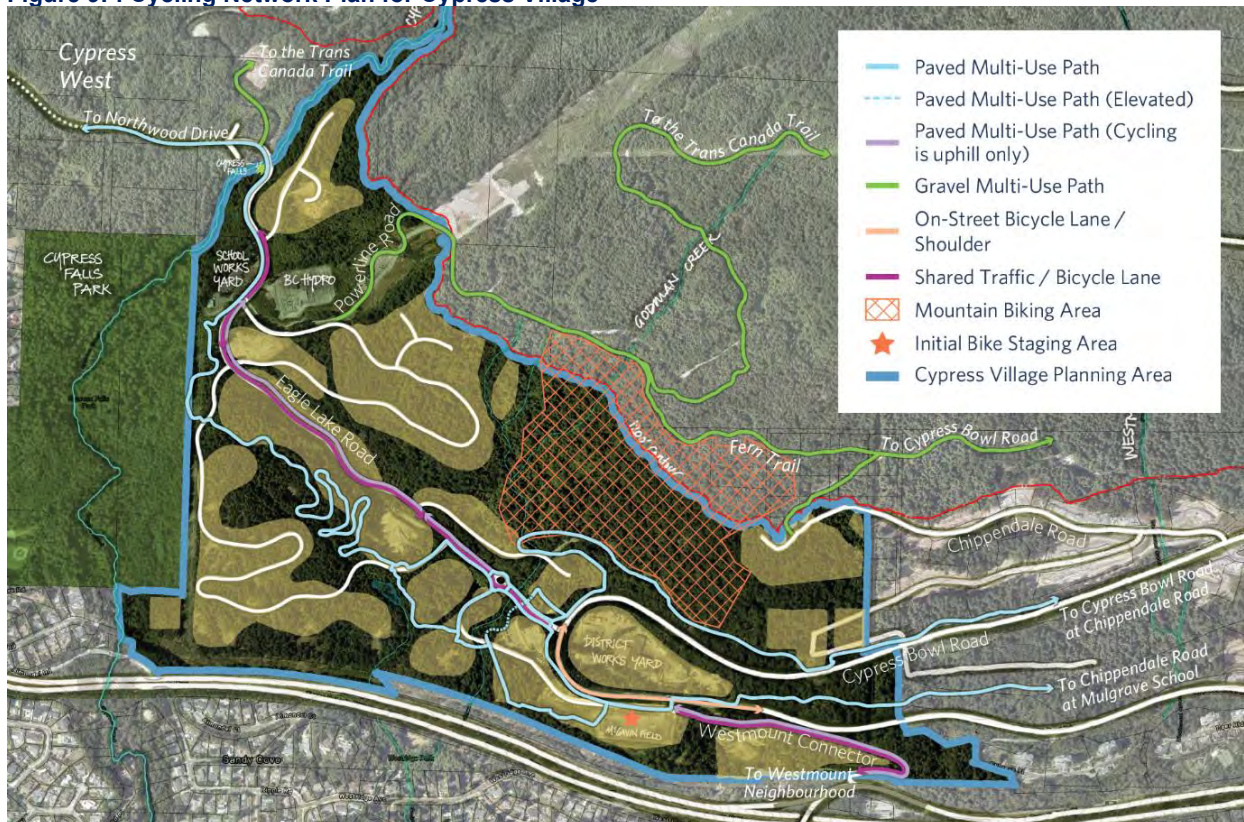


Figure 9F: Cycling Network Plan for Cypress Village



Transit

- 9.4.16 Cypress Village will be served by an Independent Transit Service (ITS), operated and funded by BPP until the service is taken over by TransLink, the regional transit agency, or the District and BPP agree to an alternative. The ITS will also help serve residents of Rodgers Creek and nearby areas. As Cypress Village is being developed, the District and BPP will work together towards having TransLink include Cypress Village in its service expansion plans.
- 9.4.17 The ITS must meet all of the general terms, conditions, criteria, and requirements outlined in TransLink’s *Independent Transit Service Policy* as well as the operating terms and conditions specific to TransLink’s approval of the Cypress Village ITS.
- 9.4.18 Consistent with TransLink’s approval, the ITS will “provide regularly scheduled vehicle trips, open to the general public, with the capacity to carry multiple passengers whose trips may have different origins, destinations, and purposes.”
- 9.4.19 Consistent with TransLink’s approval, the service will only run between Cypress Village and Park Royal (where there are connections to bus service to Ambleside, over the Lions Gate Bridge, and east to North Vancouver and the Second Narrows Bridge), unless the District, BPP, and TransLink agree to a modified route. **Figure 9G** shows the anticipated ITS route to Park Royal.
- 9.4.20 The ITS will initially have stops in the *Mixed-Use Village Core*. Transit service will extend west along Eagle Lake Road as development proceeds. Within Cypress Village, the route, capacity, and schedule for the service should make transit use convenient for Cypress Village residents, as part of a strategy to reduce the number of private automobile trips out of the neighbourhood. The location of transit stops will be coordinated with the walking and cycling networks. **Figure 9H** shows the anticipated stops in the village and **Figure 9I** shows an artist’s illustration of the ITS on Eagle Lake Road.
- 9.4.21 The public realm will be designed to help support transit use (e.g. weather protected transit stops, well-lit sidewalks, attractive walking and cycling paths that provide access to the transit stops).
- 9.4.22 The level and frequency of the ITS will increase over time, but initial service must commence on or before the date of occupancy of the first residential unit in Cypress Village and must contribute to transportation demand management. The District and BPP will agree to a level of service that must be met and the level of service that must be provided over time, tied to the number of residential units completed in Cypress Village. The level of service should be measured in quantitative terms, such as the number of passengers that can be accommodated in peak hours, hours of service per day, number/capacity of vehicles in service at peak hours and during mid-day hours, and/or minimum number of one-way trips in the direction of peak hour travel during peak periods along these lines (note that the following table is illustrative; the service could include different numbers/sizes of buses to deliver the desired level of service at each unit count threshold):

	Residential Units Completed	Peak Hour Passengers	Hours in service per day			Minimum # of one-way trips during 3 hour peak periods	
			Weekday	Sat	Sun	AM	PM
Stage 1	First building	16	6	-	-	3	4
Stage 2	240	36	12	-	-	4	5
Stage 3	820	87	15	12	8	7	9
Stage 4	1,860	147	16	12	8	9	12
Stage 5	3,375	182	16	12	8	12	15

Figure 9G: Anticipated Cypress Village Transit Route to Park Royal

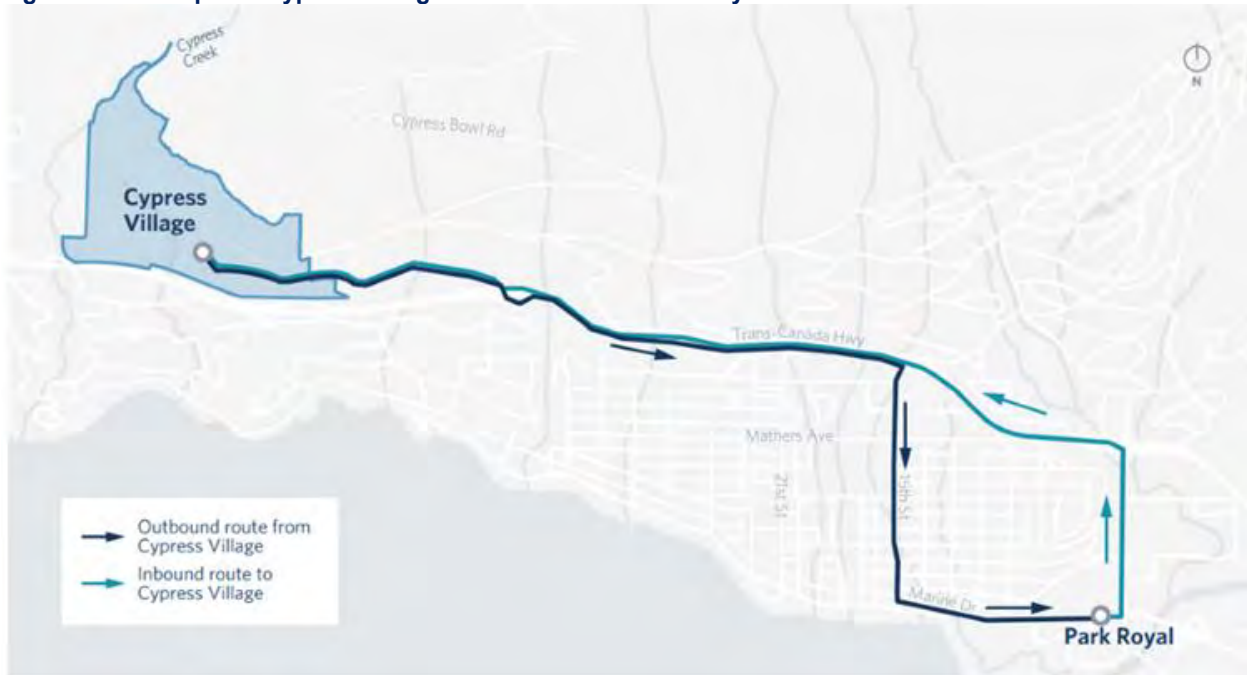


Figure 9H: Anticipated Transit Route and Transit Stops within Cypress Village

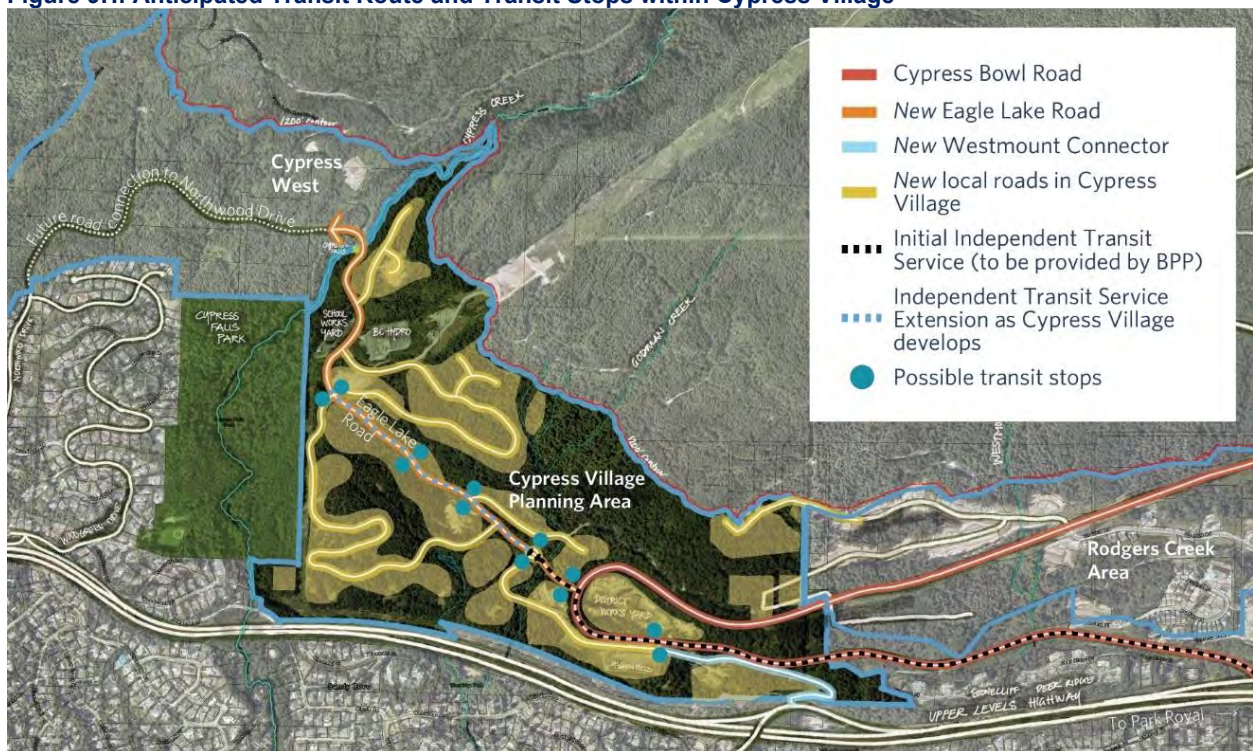


Figure 9I: Artist's Conceptual Illustration of the Independent Transit Service on Eagle Lake Road



Parking

- 9.4.23 Parking regulations in Cypress Village will balance two objectives. Sufficient parking must be available for residents, employees, and visitors, but the total amount of parking should be limited in order to support and encourage transit use. Parking requirements will be set out in the zoning bylaw.
- 9.4.24 Most of the parking will be provided below-grade, with on-street parking along parts of Eagle Lake Road and other local streets and parking at-grade/in garages or on driveways in the *Ground-Oriented Housing* areas.

9.5 Recreation Areas

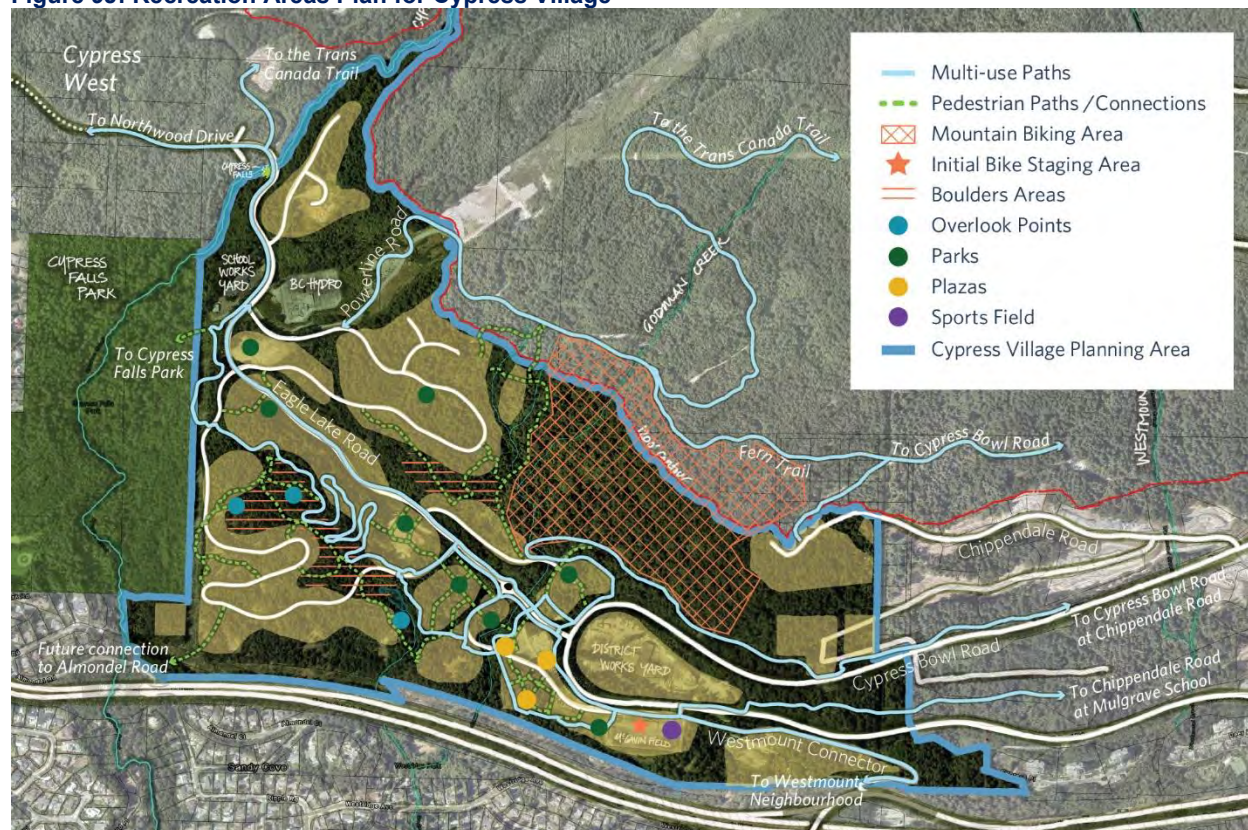
The Cypress Village planning area already includes outstanding (but unauthorized) recreational activities including hiking trails, mountain biking trails, and bouldering. Development will occur in some places where existing trails are currently located on private land. However, consistent with the vision in the OCP of becoming a “gateway to mountain recreation”, Cypress Village will include extensive recreation areas and recreational assets as set out in the following policies:

- 9.5.1 Cypress Village will include an extensive network of authorized hiking trails, bouldering areas, and over 50 acres of mountain biking areas providing access to outstanding natural areas. These will generally be located as shown in **Figure 9J** (Recreation Areas Plan).
- 9.5.2 While some existing trails will need to be modified, re-routed, or replaced, the goal is to achieve a net increase in the number of mountain biking trails in Cypress Village and to have trails for all levels of riders. Opportunities to keep existing trails, re-route existing trails (for example, possibly the bottom of the “Fifth Horseman” trail), and add new trails should be considered as this ADP is implemented over time and as part of future trail planning processes.
- 9.5.3 Infrastructure to support recreational uses will be provided in the village, including secure vehicle parking, secure bicycle parking (for example, bike racks to which bicycles can be locked in visible locations), recreation staging area, trailheads, and washrooms. This will include an initial bike staging area and a permanent recreation staging area:
- Until 2031, BPP has a license to use the McGavin Field site for the creation of a temporary presentation centre/showroom and discovery centre. As part of this use, BPP has created the Cypress Pop-Up Village which includes public washrooms, parking, a large grass public lawn area, the discovery centre, and a pop-up food vendor. This also includes a bike wash and

bike maintenance/repair station for all cyclists. This is shown as the initial bike staging area on the Recreation Areas Plan in **Figure 9J**.

- b. After 2031, a permanent recreation staging area will be located in the village core. A location near the community centre would be central (near commercial space, community facilities, and vehicular parking) and accessible from the mountain biking area and paths/trails. The location of the permanent recreation staging area will be finalized as part of a subsequent District-led trail planning and engagement process that will involve collaboration with BPP and the mountain biking community.
- 9.5.4 The recreation areas are in addition to and should complement the parks and plazas that will encourage outdoor play and socializing and the sports field on the east end of the McGavin Field site.
- 9.5.5 There has been an incremental approach to planning and formalizing the trail network in the Upper Lands and this should continue. In subsequent, separate processes, the District and BPP will work collaboratively with stakeholders to:
- a. *Formalize and manage trails in Cypress Village.* The District and BPP are committed to a subsequent, separate planning process to formalize, plan for, build, and manage mountain biking trails in the proposed mountain biking area in Cypress Village and to formalize, plan for, build, and manage hiking trails including those that access bouldering areas in Cypress Village. This will be a District-led process. This process will also help identify the preferred location for a permanent recreation staging area in the village. This process will involve consultation with the mountain biking community as well as the bouldering community and creating a maintenance plan for these recreational assets.
 - b. *Formalize and manage trails above the 1200 foot contour.* The District and BPP are committed to a subsequent, separate District-led planning process to formalize, plan for, build, and manage hiking and mountain biking trails above the 1200 foot contour, as a continuation of the incremental step-by-step process towards a broader management plan for the entire mountainside. This broader management plan should consider environmental, cultural, and recreational values as well as collaboration with local First Nations.

Figure 9J: Recreation Areas Plan for Cypress Village



9.6 Parks and Open Spaces

9.6.1 Consistent with the vision articulated in the West Vancouver's *Parks Master Plan*, parks and open spaces in Cypress Village will be designed to:

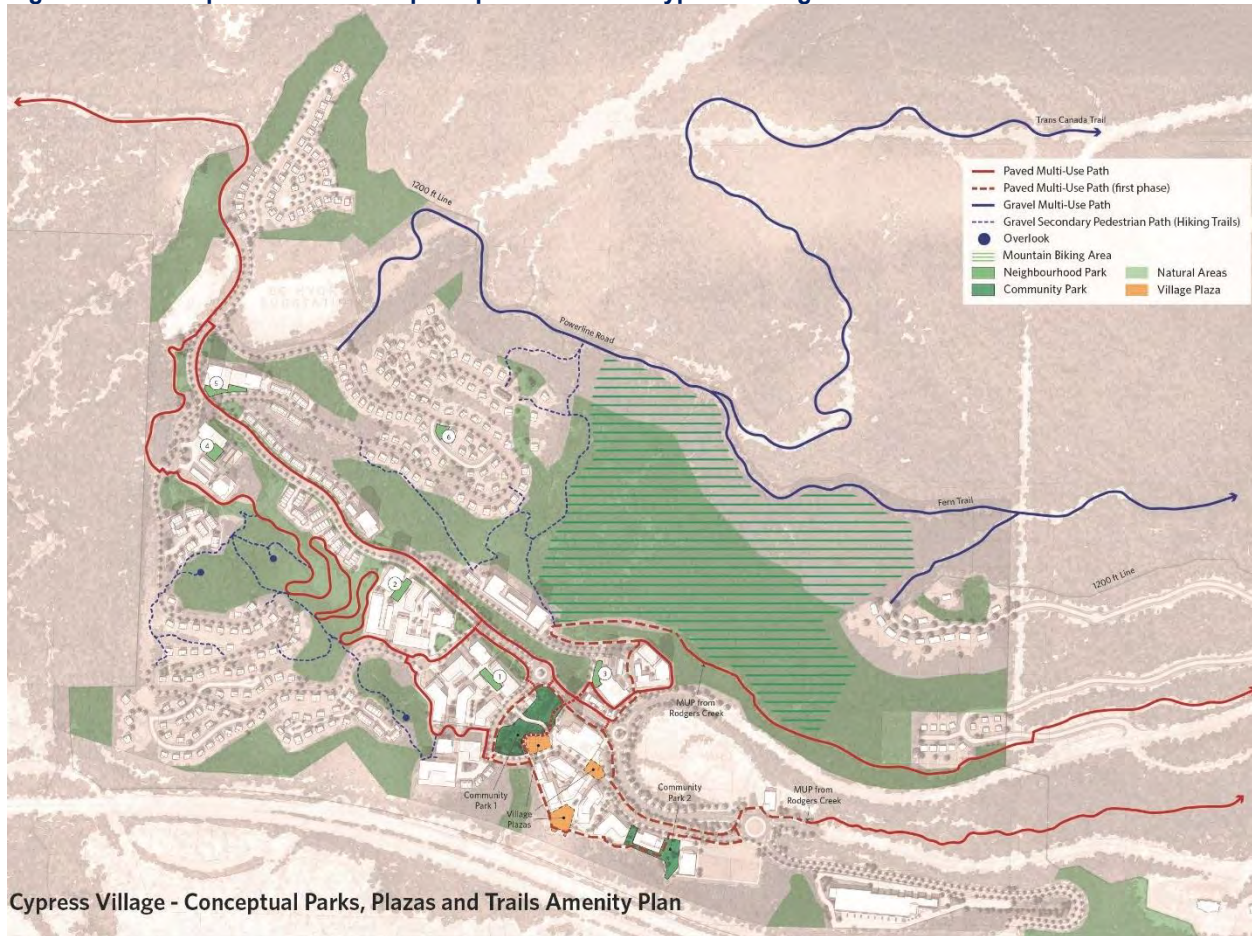
- a. Protect and steward the natural environment.
- b. Allow West Vancouver residents to experience, appreciate, and understand the natural beauty of creeks and forests.
- c. Celebrate the fun of parks.
- d. Promote and support active living, health, and social and spiritual well-being.
- e. Be inclusive, accessible, and respectful for all people.
- f. Provide a welcoming atmosphere that fosters community interaction and involvement.
- g. Be safe and secure.
- h. Provide natural assets that are sustainable for future generations.

9.6.2 The parks and open space system in Cypress Village will include:

- a. Urban character outdoor spaces such as plazas and courtyards. These will provide gathering places and a welcoming location for hosting community activities and events.
- b. Pocket parks interconnected by trails, walkways, multi-use paths, and streets.
- c. Natural areas with walking/hiking and cycling trails and recreational opportunities (bouldering, mountain biking).

- d. Natural areas set aside for environmental protection, with limited access, including elements of the rainwater management system such as bio-swales and rain gardens.
 - e. A community sports field on the east end of the McGavin Field site. This will be an artificial turf field that will provide opportunities for outdoor sports such as community soccer, baseball/softball, playground, running/fitness, ultimate frisbee, outdoor events, and other activities. The size of the sports field will mean that for some sports (e.g. field hockey, flag football, non-contact rugby, field lacrosse) the field may be suitable for practices but not for games.
- 9.6.3 The parks and open spaces will be located throughout the village, generally along the lines shown in the conceptual illustration in **Figure 9K**. Individual plazas, parks, and outdoor spaces will be designed in detail as the village gets developed over time.
- 9.6.4 Opportunities for local First Nations gatherings will be considered in parks and open spaces.
- 9.6.5 Paths, connections, and streets will help provide connectivity throughout the village, including connections to the parks and open spaces.

Figure 9K: Conceptual Parks and Open Spaces Plan for Cypress Village



9.7 Community Amenities and Facilities

Cypress Village will include a wide range of amenities to serve the West Vancouver community and to serve local residents.

The broader community amenities being created include:

- A total of 262 acres of land in Eagleridge will be acquired by the District and retained in a natural state.
- Development will be clustered in Cypress Village to protect natural areas and create a compact, sustainable community, protecting over 100 acres in the Cypress Village planning area as green space, in addition to Eagleridge.
- Cypress Village will provide a new recreation and entertainment destination for the entire community including hiking and walking trails, cycling trails, bouldering areas, mountain biking trails, cafes, and restaurants.

In addition, Cypress Village will include local-serving amenities and facilities for existing and future residents of Rodgers Creek, Cypress Village, and other nearby areas.¹⁶

The following policies will guide the provision of local-serving amenities and facilities in Cypress Village:

9.7.1 In addition to the amenities that will serve the broader community, transit, commercial space, and parks/plazas/pathways, Cypress Village will include the following amenities and community facilities:

- a. A fire station, possibly with other emergency management services that might be candidates for co-location with the fire station such as BC Ambulance Services and community police.
- b. A community centre.
- c. Child care facilities.
- d. A site for an elementary school.
- e. Sports field.

9.7.2 The fire station, community centre, elementary school, and sports field will be located approximately as shown on the concept plan in **Figure 9L**.

9.7.3 Guidelines for the new fire station are as follows:

Description	<ul style="list-style-type: none"> • The new fire station will be in addition to the existing fire stations in the District to meet the demand for fire protection services above and below the Upper Levels Highway. • The new fire station can be: <ul style="list-style-type: none"> · A stand-alone fire station. · A fire station co-located with other emergency management services (such as BC Ambulance Services which would relocate its facilities in West Vancouver to this location and/or space for on-patrol community police to utilize). · A fire station with affordable rental housing or workforce housing above (with or without co-located emergency management services).
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¹⁶ In addition to local-serving amenities and facilities in Cypress Village, there may also be opportunities to utilize facilities at Mulgrave School to help serve the residents of Rodgers Creek, Cypress Village, and other nearby areas in both the short term and long term.

Size	<ul style="list-style-type: none"> • The size of the facility will depend on whether the facility is standalone, co-located with other emergency management services, and/or co-located with affordable rental housing or workforce housing. • A standalone facility should accommodate 3 fire truck bays and the functions needed to operate fire services. • A facility co-located with emergency management services should accommodate 5 fire truck bays (3 bays for fire trucks and 2 bays to accommodate 2 ambulances each) and the functions needed to operate fire services, BC Ambulance services, and possibly space for on-patrol community police to utilize, and take into account efficiencies that can be achieved by co-locating these services (e.g. shared kitchen, meeting rooms, etc).
Funding, construction, and operating responsibilities	<ul style="list-style-type: none"> • District to use CAC Reserve funds as main funding source (the CAC Reserve includes funds already collected from previous rezonings in Rodgers Creek for amenities such as a fire station in this location). • BPP to provide a cash contribution. • District to design and construct. • District to operate.
Location	<ul style="list-style-type: none"> • To be located on the District's Operations Centre (works yard) site, along with any changes needed to reconfigure the existing fire training grounds in this location or relocate those elsewhere.
Timing	<ul style="list-style-type: none"> • Within five years of the District and BPP entering into the Phased Development Agreement, with the Phased Development Agreement to define fallback provisions about what happens if the fire station is not built in this timeframe and the District is unable to issue occupancy permits for buildings in Cypress Village because the fire station is not complete.

9.7.4 Guidelines for the community centre are as follows:

Description	<ul style="list-style-type: none"> • The Cypress Village community centre should include a gym, fitness centre/recreation space, multi-purpose rooms (for meetings, classes, social events, or programming by local organizations) and possibly a branch library (if the West Vancouver Library Board decides to operate a community library in Cypress Village) or other library services (e.g. book lending machine). • The multi-purpose rooms could: <ul style="list-style-type: none"> · provide opportunities for community organizations to co-locate. · provide space for a permanent recreation staging area. · provide an office to be utilized by on-patrol community police (if this is not included in the new fire station). · provide space for an interim Kindergarten-Grade 3 elementary annex to operate, prior to the construction of a full Kindergarten-Grade 7 elementary school in the village.
Size	<ul style="list-style-type: none"> • Approximately 24,000 square feet (2,230 square metres) in size, which is similar to the existing Gleneagles community centre.
Funding, construction, and operating responsibilities	<ul style="list-style-type: none"> • BPP to provide a cash contribution to be defined in the Phased Development Agreement based on a 24,000 square foot (2,230 square metres) community centre. • District to pay for incremental capital cost if District elects to increase the size of the community centre. • District to design and construct, with the District and BPP to agree on design/construction milestones recognizing that the community centre is an important amenity in the village (with alternative approaches to delivery if milestones are not met). • District to operate.

Location	<ul style="list-style-type: none"> To be located near the village core, elementary school site, and the sports field, so that it is easily accessible by walking, cycling, or driving from other community facilities; is near commercial space (such as restaurants and coffee shops); and is near outdoor recreation facilities.
Timing	<ul style="list-style-type: none"> By the later of eight years after the District and BPP enter into the Phased Development Agreement or the occupancy of the 1400th housing unit, with the Phased Development Agreement to define milestones and fallback provisions about what happens if the milestones are not met.

9.7.5 Guidelines for the child care facilities are as follows:

Description	<ul style="list-style-type: none"> Non-profit child care spaces will be provided in Cypress Village over time to meet the needs of residents and employees in Cypress Village.
Spaces/size	<ul style="list-style-type: none"> Child care facilities will provide a minimum of 2.89 child care spaces per 100 housing units over the course of development (for a minimum total of 107 child care spaces upon build-out). Child care facilities will meet the <i>BC Child Care Licensing Regulation</i> and the guidelines in Vancouver Coastal Health's <i>Design Resource for Child Care Facilities</i>.
Funding, construction, and operating responsibilities	<ul style="list-style-type: none"> To be funded and constructed by BPP with ownership transferred to the District. BPP to work with the District to select the initial child care operators.
Location	<ul style="list-style-type: none"> To be provided in mixed-use, multi-family, and/or civic buildings throughout the village to ensure ease of access for village residents and workers. Convenient and accessible locations that are close to the community centre, elementary school, parks, and transit should be prioritized.
Timing	<ul style="list-style-type: none"> Child care facilities will be built in increments over time and should be delivered upon completion of the 500th unit and then upon the completion of every 800th unit after that.

9.7.6 Guidelines for the proposed elementary school are as follows:

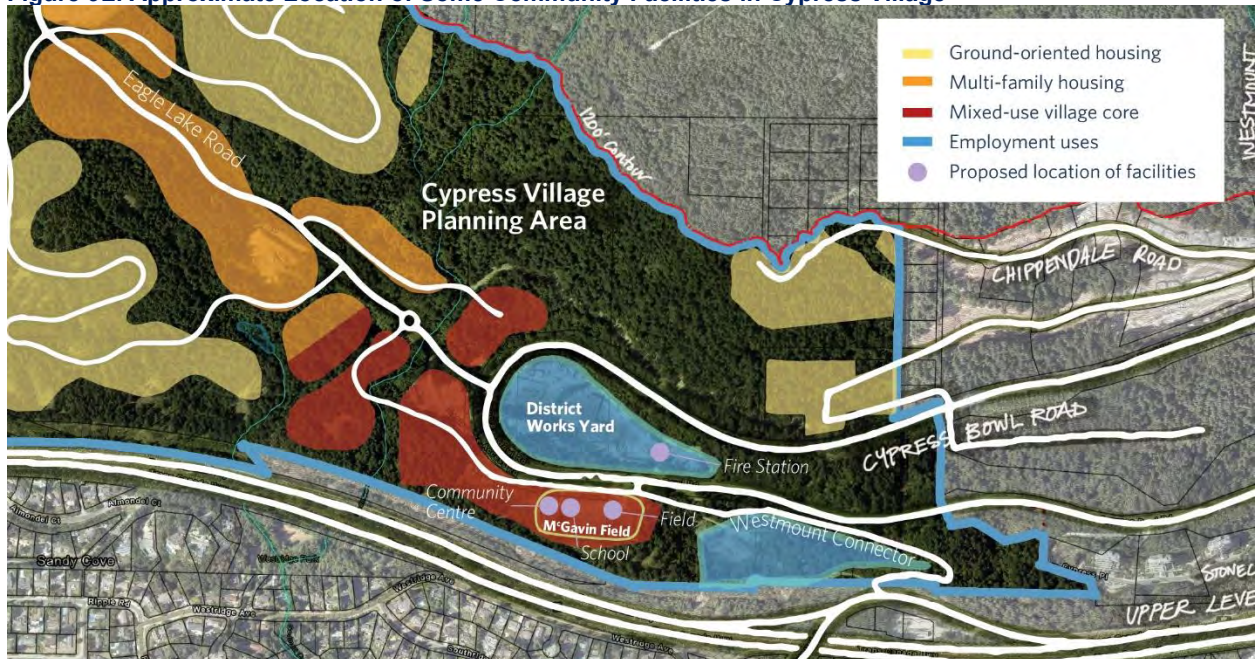
Description	<ul style="list-style-type: none"> Funding for school construction is provided by the Province of BC and funding for school operations requires the approval of the West Vancouver Schools (School District 45), so the District and BPP cannot decide on their own how to provide schools for Cypress Village. However, providing school space in Cypress Village is an important element in building community and reducing traffic. Once there is sufficient enrolment, an elementary school annex (with two classrooms or more) should operate using space in the community centre (including the gym) and the outdoor recreation facilities on the McGavin Field site. As potential enrolment increases over time (based on the population of Cypress Village and Rodgers Creek, which will be the primary catchments for the school), the Province will be requested to provide funding for a Kindergarten to Grade 7 elementary school.
Size	<ul style="list-style-type: none"> The size of facility will meet the Provincial Ministry of Education's <i>Area Standards</i>.
Funding, construction, and operating responsibilities	<ul style="list-style-type: none"> To be funded by the Province and constructed/operated by School District 45 on a site to be provided by the District.
Location	<ul style="list-style-type: none"> The interim elementary school annex can be located in the community centre.

	<ul style="list-style-type: none"> Subject to Ministry approval, a permanent Kindergarten to Grade 7 elementary school would be located on the western end of the McGavin Field site on land provided by the District at a nominal fee. It is expected that this school could continue to use the gym in the community centre and the outdoor recreation facilities on McGavin Field.
Timing	<ul style="list-style-type: none"> Depends on enrolment and other parties (West Vancouver Schools, Province of BC).

9.7.7 Guidelines for the McGavin Field sports facility are as follows:

Description	<ul style="list-style-type: none"> The sports field will be an artificial turf field that can accommodate outdoor sports such as community soccer, baseball/softball, playground, running/fitness, ultimate frisbee, outdoor events, and other activities.
Size	<ul style="list-style-type: none"> The sports field should be at least 50 metres by 100 metres. The District's approval of the design of nearby roads will take into account these dimensions.
Funding, construction, and operating responsibilities	<ul style="list-style-type: none"> To be built by the District using funds from BPP (including funds already on hand, funds that BPP is already obligated to provide based on the temporary License, and additional funds to be contributed by BPP). To be operated by the District.
Location	<ul style="list-style-type: none"> To be located approximately as on the site shown in Figure 9L.
Timing	<ul style="list-style-type: none"> After BPP's License expires in 2031.

Figure 9L: Approximate Location of Some Community Facilities in Cypress Village



9.8 Form and Character of Urban Development in Cypress Village

Planning for Cypress Village provides an extraordinary opportunity to create a unique place with a strong connection between urban and natural areas, a strong sense of community, outstanding environmental and recreational assets, and a commitment to sustainable development.

As per Section 2.3 of this ADP, the Cypress Village planning area is designated as a Development Permit Area (DPA). A Development Permit (DP) will be required for all construction (buildings, structures, roads, pathways, public open spaces, plazas) and landscaping in Cypress Village, in accordance with the CV4: Form and Character DPA Guidelines in **Appendix A**. The Development Permit guidelines are based on the following principles:

- 9.8.1 The urban form and character for Cypress Village should draw on the inherent natural character of the lands. Development in Cypress Village should be integrated within its natural setting and should create a sense of community that is vibrant, sustainable, and connected.
- 9.8.2 The urban form and character for Cypress Village could draw inspiration from other well-regarded master-planned communities in the region (which are documented in a Precedents Study in **Appendix G**). This is not to say that Cypress Village should look exactly like any of these other places; simply that Cypress Village could draw upon these examples and the common themes they suggest for successful place-making and community building, particularly in terms of creating active and vibrant mixed-use village cores and urban-natural interfaces.
- 9.8.2 The urban form and character will be consistent with Policy 2.2.13 of the OCP, which envisions that Cypress Village will be “a unique gateway to mountain recreation with strong links to the rest of West Vancouver, incorporating distinctive uses and features (such as unique retail, a civic plaza, community and recreational facilities, and other public amenities) in addition to commercial and institutional uses that serve the local community.” The identity of Cypress Village should reflect its incredible access to nature and recreational opportunities such as mountain biking and bouldering.
- 9.8.3 The village core will be a walkable, pedestrian environment with a mix of commercial, residential, and community uses; a mix of active ground floor uses; and a network of plazas, courtyards, paths, and park spaces that will help create a sense of place.
- 9.8.4 Development will be compact (to encourage walking and cycling within the village), clustered (to protect a large proportion of the land in its natural state), and varied with a mix of low-rise, mid-rise, and taller buildings. A mix of building forms will help to create a community with an urban character village as well as lower density housing options, providing housing choice, diversity, and inclusivity.
- 9.8.5 Taller buildings will be concentrated in the village core and along Eagle Lake Road, which is the principal collector road in the village, so that about two-thirds of residents will be within easy walking distance (400 metres or less) of the retail/service businesses, community facilities, and transit stops. The general pattern should be to concentrate taller buildings on the upslope side of the development, and to create a core precinct with a pedestrian scale.

The intended urban form and character for Cypress Village is illustrated in a series of artist’s illustrations and character sketches below. The images are conceptual and meant to illustrate ideas and the overall vision for the village; they are not intended to be exact drawings of what Cypress Village will look like. In addition, a conceptual view analysis is provided in **Appendix H**. The views include:

- An aerial view of Cypress Village in the North Shore and Vancouver context.
- Views looking towards Cypress Village from the Lions Gate Bridge to show Cypress Village in the North Shore Context.
- Views looking towards Cypress Village from Ambleside Beach and the Dunderave Pier to show visual impacts from places in the West Vancouver community.

- Views looking towards Cypress Village travelling westbound and eastbound on the Upper Levels Highway.
- Views looking towards Cypress Village from Kits Beach in Vancouver.

The conceptual view analysis includes images of the existing views and views in 5 year increments to show how each view may change as Cypress Village gets developed over time.

Overall Concept Plan and Character Sketch of Cypress Village Upon Build-Out

Figure 9M shows a concept plan for Cypress Village upon build-out in about 20 to 25 years and **Figure 9N** shows an artist's illustration of Cypress Village upon build-out in about 20 to 25 years. This is intended to be illustrative not prescriptive. Actual building design, heights, and layouts will be determined as each building/development proceeds.

Figure 9M: Cypress Village Concept Plan Upon Build-Out (in 20 to 25 Years)



Figure 9N: Artist's Illustration of Cypress Village Upon Build-Out (in 20 to 25 Years)



Character Sketches of Places in Cypress Village

The following images show artist's illustrations of different places and elements of Cypress Village.

Artist's Illustrations of the Mixed-Use Village Core in Cypress Village



Artist's Illustrations of Multi-Family Housing in Cypress Village





Artist's Illustration of Eagle Lake Road



Artist's Illustration of Ground-Oriented Housing Neighbourhoods in Cypress Village



Artist's Illustrations of Business-Park Employment Space on the Benchlands



Artist's Illustrations of Business-Park Employment Space on the Benchlands - Continued



Artist's Illustrations of Plazas, Paths, and Walkways



Artist's Illustrations of Plazas, Paths, and Walkways - Continued



Artist's Illustrations of Plazas, Paths, and Walkways - Continued



Artist's Illustration Looking at the Future School and Community Centre



9.9 Conceptual Servicing Strategy

Development in Cypress Village will connect with existing West Vancouver water, sewer, and stormwater servicing networks. BPP will be responsible for the construction of, or appropriate financial contributions toward, the capital cost of all on-site and off-site infrastructure needed to serve the Cypress Village community all in accordance with the Phased Development Agreement. In some cases, the District may choose to accommodate additional capacity (e.g. upsizing of pipes) to serve demand from existing and future development outside of Cypress Village. In these cases, the District will contribute the incremental capital costs for the incremental servicing infrastructure.

The servicing concepts for water, sanitary sewer, rainwater management and drainage, and utilities are summarized below. Detailed designs for all on-site and off-site infrastructure to serve Cypress Village will be completed as part of Subdivision Servicing requirements for individual parcels as subdivision and development proceeds over time or as part of construction contracts or similar agreements between the District and BPP for some off-site infrastructure.

Water

- 9.9.1 Cypress Village will be connected to the existing District of West Vancouver water distribution system. As with the rest of the municipality, Cypress Village will be serviced with treated water provided by both Eagle Lake and Metro Vancouver sources.
- 9.9.2 The Cypress Village water system will consist of the following:
- a. A local network of distribution watermains will be located in District-owned road dedications or utility rights-of-way that provide unrestricted access by the District for construction, maintenance, and repair.
 - b. Storage reservoirs will be constructed in Cypress Village to provide fire flow storage and balancing storage with added emergency capacity.
 - c. Three pressure reducing valves (PRVs) will be installed between pressure zone boundaries within Cypress Village that align with existing District pressure zones.
 - d. A new pump station within Cypress Village will be constructed to provide adequate pumping capacities to convey consumption demands for areas of the development within certain pressure zones.
- 9.9.3 To meet the water requirements for Cypress Village, several upgrades within the existing servicing network are anticipated, including:
- a. Relocation of the existing transmission watermain known as the “cross-country watermain”, as part of replacing the existing Eagle Lake Access Road (a private road) with an On-site Collector road in this same vicinity to serve the village. This watermain must remain in service throughout construction as this is an active transmission main for the District.
 - b. Additional pumping capacity at the Westmount and 11th Street pump stations. Both of these pump stations are important for existing water service demands in West Vancouver and there is already a need to expand pumping capacities provided by the Westmount pump station and upgrade the 11th Street pump station based on existing population demands. Additional pumping capacity will take into account existing needs unrelated to Cypress Village as well as capacity needed to serve the village.
 - c. Increased capacity within the Queens Avenue transmission watermain between the Westmount and 11th Street pump stations. This is mainly to service increased maximum day demand flows to serve Cypress Village and will be completed incrementally in stages over time as Cypress Village is developed.

Sanitary Sewer

- 9.9.4 Cypress Village will be connected to the existing West Vancouver sanitary sewer collection system. Almost all of the sewer collection system within the limits of the Cypress Village development lands will connect to a single line that will exit Cypress Village, connect to the existing District sewer system, and then connect into Metro Vancouver's trunk system which conveys effluent to the Lions Gate Wastewater Treatment Facility. Development in the northeast portion of the Cypress Village planning area adjacent to Rodgers Creek will connect to the existing Rodgers Creek sanitary sewer systems.
- 9.9.5 All sanitary sewer mains in Cypress Village will be located in District-owned road dedications, utility rights-of-way, or MOTI rights-of-way that provide unrestricted access by the District for construction, maintenance, and repair.
- 9.9.6 Some upgrades to the District's existing sewer system will be required to accommodate the additional flows from Cypress Village development; this work will be carried out and paid for by BPP. Any additional upsizing costs associated with expanding capacity beyond that needed to serve Cypress Village will be at the District's option and cost.

Rainwater Management and Drainage

- 9.9.7 The rainwater management strategy for Cypress Village will be designed to maintain the quantity and quality of water in the natural drainage systems of the planning area and avoid negative downstream impacts. The strategy will use a holistic approach including the principles of detention, retention, treatment, base flow maintenance, peak flow diversion, and enhanced environmental benefit for the entire development area.
- 9.9.8 Low Impact Development (LID) features will be combined with productive natural wetland ecosystems to yield a system that removes pollutants, avoids increased erosion and flood risk, and encourages habitat growth.
- 9.9.10 In general, all roads will include local storm sewer collection systems integrated with a comprehensive system of natural and enhanced watercourses and wetlands, to reduce stormwater runoff, increase habitat, promote natural processes, and primarily discharge runoff into natural or enhanced watercourses and wetlands on-site. The intent of this integrated system is to prioritize base flows to be first directed into the watercourse and habitat features (through treatment devices and flow structures), while flows exceeding this level will overflow to (or remain in) the local storm sewer.
- 9.9.11 High flow stormwater that could damage property and infrastructure below Cypress Village will be diverted from environmental base flows. While environmental base flows will be treated with mechanical separation and/or biofiltration and returned to natural and enhanced watercourses on-site, higher flows generated by more significant duration and intensity rainfall events will be conveyed through a stormwater diversion system. Consistent with the Five Creeks Integrated Stormwater Management Plan, the western leg of the diversion system will be constructed to serve Cypress Village and will be tied into the existing diversion system, which will safely convey potentially damaging high runoff flows from significant weather events into the ocean.

Utilities

- 9.9.12 Electricity, natural gas, and communications lines will be provided by independent third party utility companies.
- 9.9.13 Fibre optic communications lines will be installed to provide future connectivity of fibre optic communications between District facilities, consistent with the Road Sections in **Appendix F**.
- 9.9.14 All services and infrastructure will be installed underground (except some ancillary works, such as kiosks, junction boxes, meters, which may be at or above grade).

9.10 Sustainability

“A sustainable community effectively balances economic, social, cultural, and environmental interests in order to meet the needs of the present generation without compromising the ability of future generations to meet their needs....Sustainable and resilient communities are compact, complete, centred, connected, and consider natural assets and hazards.” ~ Province of British Columbia

Sustainability is foundational to this ADP:

- Developing a compact, complete, transit-served community in Cypress Village is a more sustainable way of accommodating new housing than large single family houses, which is what is currently permitted by the existing zoning on BPP’s lands in Cypress Village and Eagleridge. The District’s 2016 “Community Energy & Emissions Plan” found that household emissions are lowest in mixed use, compact village nodes and corridors with a diverse mix of housing types, transportation options, and close proximity to destinations such as shopping and community facilities. Protecting 262 acres of land in Eagleridge and over 100 acres of land in Cypress Village in its natural treed state for conservation and recreation maintains forested areas that play an important role as carbon sinks, in addition to contributing to ecological diversity.
- Community design for Cypress Village supports social and cultural sustainability by providing opportunities for physical activity (with an active transportation network and extensive recreation areas), community connection, housing affordability, and accessibility to services (including an elementary school, child care facilities, and community centre).
- Clustering development in Cypress Village, including a mix of land uses, and the funding strategy for infrastructure supports economic sustainability.
- Connectivity is prioritized in the active transportation network, parks and open spaces plan, and village design.
- Protecting lands in Eagleridge (as well as lands in the Cypress Village planning area) reflects the importance of natural assets to the community.

The following policies will help achieve a sustainable mixed-use village that supports the District’s response to addressing the impacts of climate change:

9.10.1 Cypress Village should minimize its carbon footprint by providing for:

- a. A compact community with transit service and a diversity of housing and population that maximizes transit ridership.
- b. Dedicated bike and pedestrian networks with connectivity within and outside of the community to encourage active modes of transportation such as walking and cycling rather than driving.
- c. Building design, site development, and energy systems that achieve a low carbon footprint, consistent with the District’s Building Code.
- d. Integrated rainwater management planning.
- e. Protection of environmental areas within the Cypress Village planning boundary to enhance habitat and reduce risks of natural hazards.
- f. Other sustainable principles such as providing for car share and electric vehicle use and charging, consistent with the District’s Building Code.

9.10.2 The infrastructure design for Cypress Village seeks to address climate change by:

- a. Designing low-impact rainwater management systems (e.g. including mechanisms such as infiltration, rain gardens, bio-swales, and biofiltration as part of street, building, and pathway

designs to help manage the rate and quality of run-off and provide a cleaning function for rainwater and supplement the wetland and stream habitats).

- b. Providing stormwater diversion systems that will divert higher rainwater event flows, which are happening more frequently, to the ocean and in turn protecting existing public and private property and infrastructure below the highway.
 - c. Planning, designing, and providing for climate resilient infrastructure systems that will service the Cypress Village community over the life of the assets comprising those systems.
 - d. Incorporating a new fire station in the Cypress Village planning area which will significantly improve response times in the area and help address the risk of wildfires.
 - e. Adhering to the CV2: Cypress Village Wildfire Hazard DPA Guidelines (see **Appendix A**) to mitigate the impacts of a potential wildfire event on Cypress Village and West Vancouver.
 - f. Incorporating other requirements such as emergency access routes to cul-de-sac streets.
- 9.10.3 The CV:4 Form and Character DPA Guidelines in **Appendix A** include guidelines to help support sustainable development.

9.11 Risk Management

- 9.11.1 As per Section 2.3 of this ADP, the Cypress Village planning area is designated as a Development Permit Area (DPA). Development Permits (DPs) will be required for:
- a. Any tree clearing and for subdivision in accordance with the CV2: Cypress Village Wildfire Hazard DPA Guidelines in **Appendix A**.
 - b. Any tree clearing, earthworks, and subdivision in accordance with the CV3: Cypress Village Hazardous Conditions DPA Guidelines in **Appendix A**.

9.12 Phasing of Development

- 9.12.1 *Pace of Development.* Cypress Village is anticipated to be built over about 20 to 25 years. Average annual population growth is estimated to be about 275 people per year, although this will vary over time. Growth will likely be slower at the start, so it is anticipated that the population of Cypress Village will be approximately:

- About 300 people by the end of 2029.
- About 1,700 people by the end of 2034.
- About 6,900 people at build-out in about 2048.

For context, the OCP anticipates that the total population in West Vancouver (including new residents of Cypress Village) will increase by over 10,000 people from 2016 to 2041.

- 9.12.2 *Neighbourhood Phasing.* The anticipated phasing of development in Cypress Village is illustrated in a series of images (**Figures 9O to 9T**) on the following pages using the land use plan, the concept plan for the village, and artist's illustrations of the village. The concept plan and artist's illustrations are sequenced to show how the village is anticipated to develop over time using 5 year increments.

In general, it is anticipated that:

- Development will progress from east to west in the planning area.
- The first phase of residential development will include part of the *Mixed-Use Village Core* as well as the *Ground-Oriented Housing* area near Rodgers Creek. The paved multi-use path connecting Rodgers Creek to Cypress Village and providing circulation within Cypress Village, and the fire station, are also anticipated to be built early on. Development of the final

phases of residential development in Rodgers Creek will likely occur at the same time as the first phase of development in Cypress Village.

- Next, development will focus on completion of the *Mixed-Use Village Core*, the *Multi-Family Housing* area along Eagle Lake Road, the low *Ground-Oriented Housing* neighbourhood in the southwest portion of the planning area, and the Westmount Connector and business park *Employment Uses* space.
- The final phase of development will include completion of the *Multi-Family Housing* area at the north end of Eagle Lake Road and the *Ground-Oriented Housing* neighbourhood in the northwest portion of the planning area.

Figure 90: Land Use Plan for Cypress Village Showing Approximate Phasing in 5-Year Increments

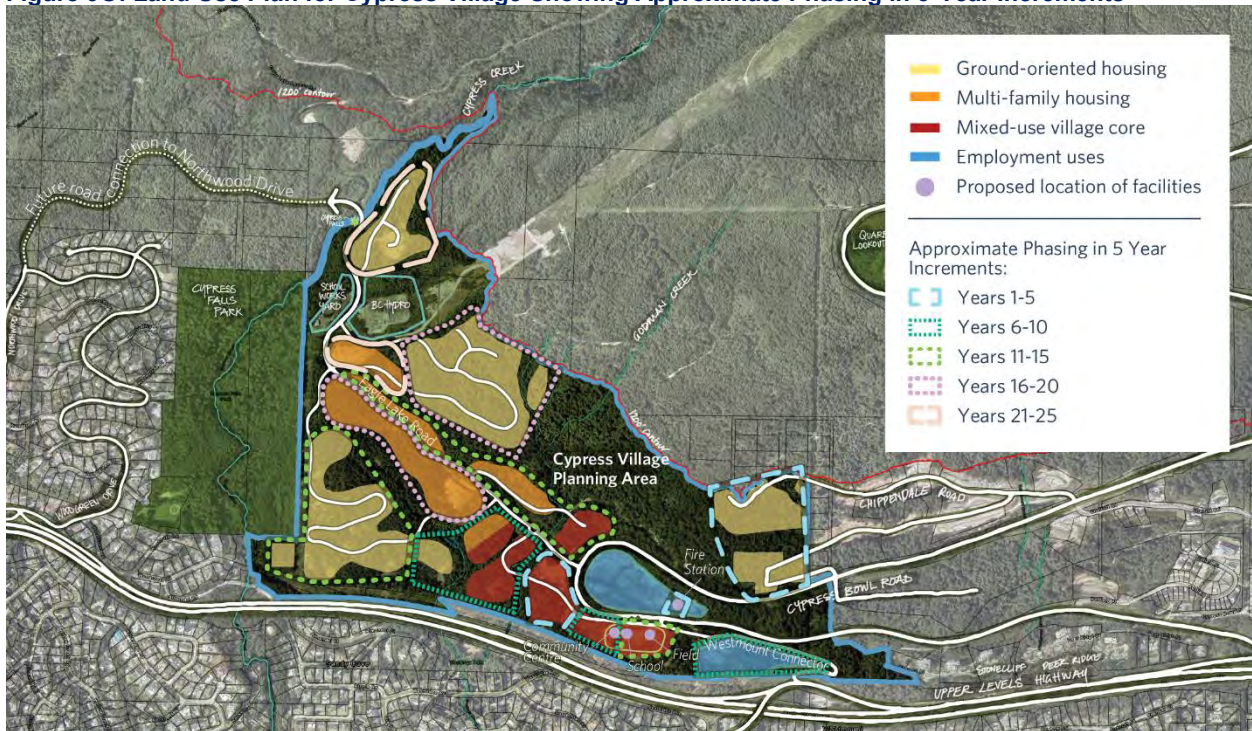


Figure 9P: Concept Plan and Artist's Illustration of Cypress Village at Year 5



Figure 9Q: Concept Plan and Artist's Illustration of Cypress Village at Year 10



Figure 9R: Concept Plan and Artist's Illustration of Cypress Village at Year 15



Figure 9S: Concept Plan and Artist's Illustration of Cypress Village at Year 20



Figure 9T: Concept Plan and Artist's Illustration of Cypress Village Upon Build-Out



9.12.3 *Timing of Key Obligations.* Community-building and placemaking from the start of development of Cypress Village is important to help create a vibrant, successful neighbourhood and to meet the needs of residents of the village, Rodgers Creek, and other nearby areas. The development will be required to meet key milestones as governed in the Phased Development Agreement and as outlined generally below:

- a. The fire station must be built within five years of the District and BPP entering into the Phased Development Agreement, with fallback provisions to be defined in the Phased Development Agreement if the fire station is not built in this timeframe and the District is unable to issue occupancy permits for buildings in Cypress Village because the fire station is not complete.
- b. The first phase of retail/service space in the village core must be large enough to include a grocery store and must be completed early in the development by an agreed-upon timeline (for example, a metric tied to the issuance of the building permit or occupancy permit for a defined number of residential units).
- c. The Independent Transit Service (to be provided by BPP) must commence on or before the date of occupancy of the first residential unit in Cypress Village. The level of service should be adjusted commensurate with population growth in Cypress Village over time.
- d. The community centre will be built by the later of eight years after the District and BPP enter into the Phased Development Agreement or the occupancy of the 1400th housing unit, with milestones and fallback provisions about what happens if the milestones are not met to be defined in the Phased Development Agreement.
- e. McGavin Field will be built by the District after BPP's temporary License for the Cypress Pop-Up Village expires (i.e. after May 2031).
- f. Child care spaces must be provided commensurate with the pace of residential development, with facilities to be built in agreed-upon increments over time (for example, in increments tied to the issuance of building permits or occupancy permits for defined numbers of residential units).
- g. The market rental units must be provided commensurate with a mechanism that restricts the amount of market strata residential development that can be approved based on the number of market rental units completed.
- h. The title to parcels to accommodate the purpose-built affordable rental apartment units must be transferred to the District or, at the District's discretion, to a non-profit housing operator(s) selected by the District, based on agreed-upon milestones.
- i. Parks, plazas, and pathways should be built at the same time as adjacent urban development is being built and/or by agreed-upon milestones related to the issuance of building permits or occupancy permits for defined numbers of residential units.
- j. Major road improvements (e.g. upgrades to Cypress Bowl Road, Westmount Connector subject to MoTI approval) must be built within the first ten years to help support transportation demand management.

10.0 Summary of the Financial Strategy and Financial Implications for the District

Financial Strategy

The financial strategy for the protection of lands in Eagleridge and the creation of a compact, sustainable urban community in Cypress Village includes the following key elements:

10.1 BPP will be responsible for:

- a. The construction of, or appropriate financial contributions toward, the capital cost of all on-site and off-site infrastructure that serves the Cypress Village development, including roads, water, sanitary sewer, drainage, communication, and hydro utilities.
- b. Funding and operating the Independent Transit Service until such time as it is taken over by TransLink, the regional public transit agency, or the District and BPP agree to an alternative. As Cypress Village is developed, the District and BPP will work together towards having TransLink include Cypress Village in its service expansion plans. The ITS is subject to renewal by TransLink which BPP and the District will seek together. If TransLink does not renew approval, BPP and the District will explore alternatives.
- c. Transferring ownership of two land parcels to the District or (at the District's option) a non-profit housing operator(s) selected by the District for the purpose of accommodating the affordable rental housing.
- d. The construction of, or appropriate financial contributions toward, the following amenities and community facilities to be provided in Cypress Village:
 - Community centre. The District will design and construct the community centre with BPP being obligated to provide a capital cost contribution based on a facility of 24,000 square feet (2,230 square metres) (similar in size to the Gleneagles Community Centre) and with BPP having the option to deliver the community centre on a turnkey basis to the District if certain milestones to be defined in the Phased Development Agreement are not met.
 - Fire station. The District will design and construct the fire station, using a combination of CAC Reserve funds and an additional capital cost contribution from BPP to be agreed upon by the District and BPP.
 - Child care facilities to be constructed and paid for by BPP.
 - Parks and plazas to be constructed and paid for by BPP.
 - Open space improvements to be constructed and paid for by BPP.
 - Sports field. The District will design and construct the sports field, using a combination of funds already provided by BPP, funds already BPP is already obligated to provide related to the License for the Cypress Pop-Up Village area, and an additional capital cost contribution from BPP to be agreed upon by the District and BPP.
 - Pedestrian, cycling, and multi-use pathways to be constructed and paid for by BPP.
 - Hiking trails, to be constructed and paid for by BPP.
 - Mountain biking trails, to be formalized, planned, built, and managed via a collaborative process with the District, BPP, and stakeholders and for which BPP will make a financial contribution to be used towards trail work.
- e. Paying all Development Cost Charges (DCCs) that are required by applicable DCC bylaws, including the District of West Vancouver, Metro Vancouver, GVS&DD, and TransLink. The District's DCC Bylaw No. 3801, 1993, currently sets out DCC rates for five geographic areas in the District and for eight categories of charges (water, drainage, neighbourhood roads,

community roads, underground wiring, Ambleside waterfront, major parks, and local parks). Cypress Village is in DCC Area 4 (which also includes Rodgers Creek). The District should:

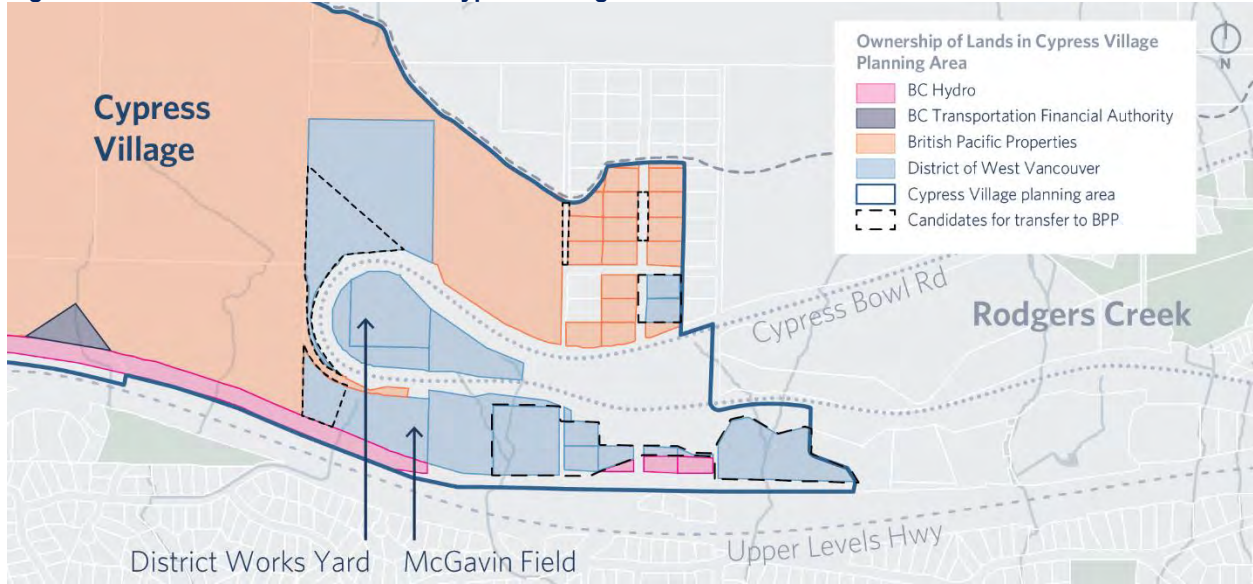
- Amend the DCC Bylaw to designate Cypress Village and Rodgers Creek Areas 5 & 6 as separate sub-areas within DCC Area 4.
- Eliminate the water, drainage, neighbourhood roads, underground wiring, and local parks DCCs for the Cypress Village sub-area because BPP will supply all of this local infrastructure in Cypress Village.
- Eliminate the major parks DCC for the Cypress Village and Rodgers Creek Areas 5 & 6 sub-areas because BPP is providing community-serving open spaces within Cypress Village and is also transferring ownership of its 262 acres of land in Eagleridge to the District as a major park.
- Retain the community roads DCC as is for the Cypress Village sub-area, as this is a contribution to the overall road network.
- Retain the Ambleside Waterfront DCC as is for the Cypress Village sub-area, as this is a contribution to a community scale park that all residents of West Vancouver can use including future residents of Cypress Village.

10.2 The District's obligations will include:

- a. The District and BPP may agree that, as part of the infrastructure work for Cypress Village, some servicing infrastructure should be upsized to address the needs of existing or future development outside of Cypress Village, in which case the District will contribute the incremental capital cost.
- b. The District will build the fire station using funds from the CAC Reserve which were collected from rezonings in Rodgers Creek for the purposes of funding amenities such as a fire station in Cypress Village, plus an additional cash contribution from BPP. The District may elect to expand the size of the facility beyond that required to serve the residents of Cypress Village and Rodgers Creek, and/or may elect to include additional space (e.g. space for co-located emergency management services and/or purpose-built affordable rental housing or workforce housing). If the District elects to expand the size of the facility or include additional space, the District will be responsible for the incremental capital cost.
- c. The District will build the community centre, may elect to expand the size of the facility beyond that required to serve the residents of Cypress Village and Rodgers Creek, and/or may elect to include additional space (e.g. purpose-built affordable rental housing), in which case the District will be responsible for the incremental capital cost.
- d. The District will contribute some assets to help enable the protection of the lands in Eagleridge, to help support the creation of a compact, vibrant village core, and to facilitate the construction of the Westmount Connector and employment benchlands:
 - Contributing funds from applicable DCC Reserves towards purposes for which those funds were collected.
 - Contributing funds from the CAC Reserve towards purposes for which those funds were collected (e.g. for the fire station and for the sports field).
 - Reconfiguring the existing fire training grounds on the District's Operations Centre (work yard) site or relocating this use to another location as needed to accommodate the new fire station in this location.
 - Replacing the materials transfer site operations when needed.
 - Owning, operating, and maintaining the fire station, community centre, child care spaces, roads and active transportation network, and parks and open space.

- Transferring some District-owned parcels of vacant land (or portions thereof) in Cypress Village to BPP (see **Figure 10A** for candidates) subject to the District's processes regarding the use and disposition of District-owned land.

Figure 10A: District-Owned Parcels in Cypress Village that are Candidates for Transfer to BPP



Financial Implications for the District

The financial implications to the District were evaluated in a comprehensive analysis.

Based on the financial strategy and obligations outlined in Policies 10.1 and 10.2 above, there are not likely to be any significant negative financial impacts of Cypress Village on the District or taxpayers in terms of capital costs.

In terms of operating costs, Cypress Village residents will, like all District residents, add operating costs for emergency services, parks and recreation operating costs, road maintenance, and municipal operations. The estimated future property tax and other fee revenue from development in Cypress Village is sufficient to cover the estimated new operating costs that are associated with the new residents of Cypress Village. The most likely outcome is that the municipal revenues flowing from Cypress Village exceed the municipal cost of providing services to the new community. If revenues are higher than operating costs, this will affect future municipal budgeting in one of these ways: municipal property tax rates will be lower than they otherwise would be, or some municipal services can be expanded without having to increase taxes. Municipal operations are essentially set to breakeven (i.e. property taxes and other fees and charges are set so as to cover costs), so Cypress Village will not have any significant negative financial impact on the taxes and fees paid by other residents and taxpayers in West Vancouver and may have a positive impact.

11.0 Implementation

This Cypress Village ADP is a long-term planning document intended to shape development in Cypress Village over 20 to 25 years consistent with the planning principles, plans, and form and character of development described in this document. Although the plan will be implemented incrementally over time as individual projects process within Cypress Village, these projects will be situated within a coordinated consideration of the village as a whole. The policies and guidelines in this document create the framework to ensure the vision for a compact, sustainable mixed-use village is realized.

The following tools and steps are anticipated to help implement this ADP:¹⁷

1. Adoption of this ADP.
2. Adoption of consequential and/or supporting amendments to the OCP.
3. Adoption of a Comprehensive Development (CD) Zoning Bylaw for the Cypress Village planning area.
4. Adoption of a Phased Development Agreement (PDA) between the District and BPP. This will require approval from the Inspector of Municipalities.
5. Adoption of an amendment to the Subdivision Control Bylaw to indicate that servicing standards and infrastructure design criteria for Cypress Village are included in the PDA.
6. Adoption of a Bylaw to Amend the District's Development Cost Charge Bylaw No. 3801, 1993. This may require approval from the Inspector of Municipalities.
7. Adoption of DCC Reserve Expenditures Bylaws.
8. Council resolution for the allocation of some CAC Reserve funds towards the fire station.
9. Transfer of title of the lands in Eagleridge that are currently owned by BPP to the District.
10. Transfer of title of approximately 17 parcels, portions of parcels, or road closure lands totaling about 21 to 22 acres in the Cypress Village planning area that are currently owned by the District to BPP.
11. Dedication of the lands in Eagleridge that are acquired by the District as Park.
12. Dedication as Park of other District-owned lands in Eagleridge that are not yet dedicated as Park (see **Figure 8A**).
13. Dedication as Park of park and open space lands in Cypress Village to be transferred to the District after subdivisions.
14. Other property transactions:
 - a) Land transfers/exchanges as needed between the District and MoTI to facilitate accommodating agreed-upon changes to Cypress Bowl Road.
 - b) Land transfers/exchanges as needed between the District and MoTI to facilitate the inclusion of business park space on the employment benchlands to be created south of the new Westmount Connector.
 - c) Right-of-way or road dedication from BC Hydro to facilitate the new Westmount Connector.
 - d) Provision of a portion of the McGavin Field site from the District to School District 45 for a school, when the School District has funding to build and operate a school in Cypress Village.
15. Approvals from other agencies:
 - a) Detailed design review/approvals by MoTI for transportation elements within MoTI's jurisdiction.

¹⁷ Note that list is not necessarily exhaustive or sequential.

- b) Authorization from DFO for some changes to riparian areas in the *Mixed-Use Village Core* (this step is complete).
 - c) Provincial approvals under Section 11 of BC Water Sustainability Act.
16. Detailed design, subdivisions, development permits, and building permits as development proceeds.
 17. Process involving the District, BPP, and stakeholders including the North Shore Mountain Bike Association (NSMBA) to formalize, plan for, build, and manage mountain biking trails in Cypress Village.
 18. Process involving the District, BPP, and stakeholders including the North Shore Mountain Bike Association (NSMBA) to formalize, plan for, build, and manage hiking and mountain biking trails above the 1200 foot contour, as a continuation of the incremental step-by-step process towards a broader management plan for the entire mountainside.
 19. District process to explore options for managing the Eagleridge lands, which could be part of a broader management plan for the entire mountainside.

12.0 Appendices

Appendix A: Cypress Village Development Permit Areas (DPAs) Guidelines

As part of this Area Development Plan for Cypress Village and Eagleridge, four new Development Permit Areas are created:

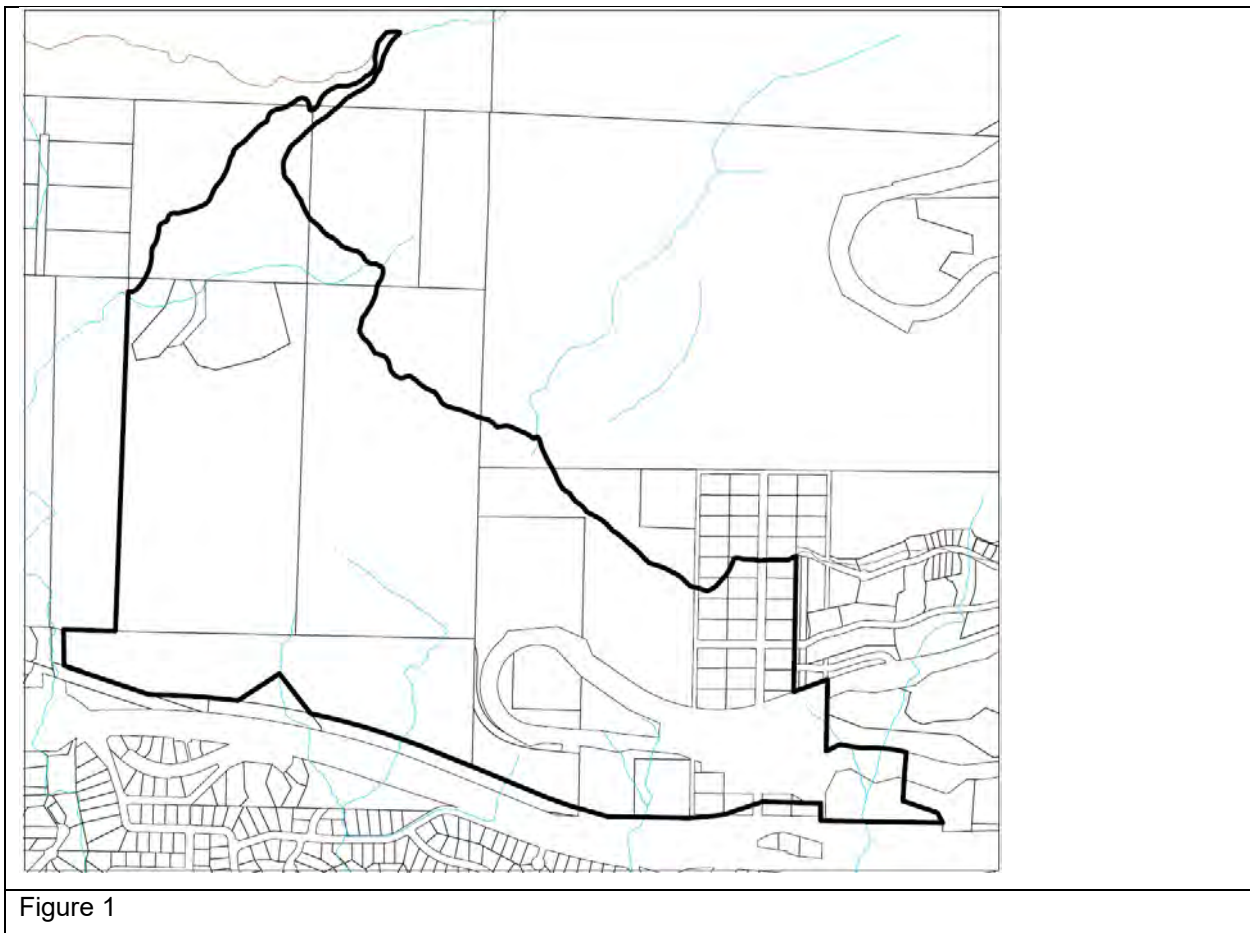
1. CV1: Cypress Village Riparian Areas Development Permit Area
2. CV2: Cypress Village Wildfire Hazard Development Permit Area
3. CV3: Cypress Village Hazardous Conditions Development Permit Area
4. CV4: Cypress Village Form and Character Development Permit Area

Definitions

The following terms have the indicated meaning:

“Building” means any structure of any size intended to contain any use, including without limitation residential, commercial, and light industrial buildings, civic buildings, accessory buildings, parking structures, garages, carports, and buildings that house utility infrastructure.

“Cypress Village Area” means the area depicted in Figure 1:



“Cypress Village” means the residential and mixed-use neighbourhood with employment areas, amenities, and transportation infrastructure to be developed in the Cypress Village Area.

“Development” means excavation for and construction of buildings or structures, additions to or alterations to buildings or structures that change the footprint or size, alteration of land including site grading, earthworks, soil removal, soil deposit, landscaping, trail building, creation of any impervious or pervious surfaces such as patios and driveways, infrastructure and related works, utilities, sprinkler systems, and other activity that involves modification to the land.

“District” means the District of West Vancouver.

“Flood Hazard” means the potential for a stream or other body of water to overtop its natural or artificial confines and cover land not normally under water, including events such as flooding, bank erosion, avulsions, scour and sediment transport.

“Geohazard” means potential natural hazards including without limitation, Flood Hazards, debris floods and associated scour and bank erosion, earthquakes, snow avalanches, sinkholes and landslides such as rockfall, debris flow, slumps, slides and earthflows.

“Geohazard and Flood Hazard Risk Assessment and Management Plan” means an assessment of Geohazard risks and recommendations for minimizing the risks of such hazards to people, property, the natural environment, and infrastructure, prepared in accordance with the latest versions of the following Engineers and Geoscientists BC professional practice guidelines:

- a) “Professional Practice Guidelines – Natural Hazards: Landslide Assessments in British Columbia” version 4.1 published March 1, 2023, or as amended from time to time.
- b) “Professional Practice Guidelines – Natural Hazards: Legislated Flood Assessments in a Changing Climate in British Columbia” version 2.1 published August 28, 2018 or as amended from time to time.

“Riparian Assessment Area” consists of a 30 metre strip on each side of a watercourse or wetland, measured from the Watercourse Boundary, unless a watercourse is in a ravine, in which case the riparian assessment area for the watercourse consists of the following areas, as applicable:

- a) if the ravine is less than 60 metres wide, a strip on each side of the watercourse that is measured from the Watercourse Boundary to a point that is 30 metres beyond the Top of the Ravine Bank;
- b) if the ravine is 60 or more metres wide, a strip on each side of the watercourse that is measured from the Watercourse Boundary to a point that is 10 metres beyond the Top of the Ravine Bank.

“Qualified Environmental Professional” means a registered professional with education, training, and experience in conducting riparian area and riparian habitat assessments in accordance with the Riparian Areas Protection Regulation.

“Qualified Geohazard Professional”: A professional engineer, professional geoscientist or licensee, who is:

- a) licensed to practice by Engineers and Geoscientists BC (EGBC), and
- b) has the appropriate level of education, training, and experience in the assessment and mitigation of Geohazards and/or Flood Hazards, as described in the relevant EGBC guidelines, and
- c) has the appropriate insurance coverage.

“Qualified Wildfire Professional” means a Registered Professional Forester in good standing with:

- a) appropriate education, training, and at least two years of experience in the assessment of risks from wildfire in British Columbia,
- b) experience in providing recommendations for mitigating the risks of wildfire through means such as vegetation removal, tree cutting, pruning, removal and ongoing management of forest fuel, setbacks between buildings and the forest interface, and construction materials, and
- c) appropriate insurance coverage.

“SPEA” or **“Streamside Protection and Enhancement Area”** has the meaning contained in the Riparian Areas Protection Regulation.

“Structure” means anything that is built, constructed, or placed on the ground which is more than 1.2 metres above finished grade, including exterior mechanical equipment such as heat pumps, boilers, pool equipment, air conditioning and air handling units of any height.

“Top of the Ravine Bank” means the first significant break in a ravine slope where:

- a) the grade beyond the break is less than a 3:1 slope for a minimum distance of 15 metres measured perpendicularly from the break, and
- b) the break does not include a bench within the ravine that could be developed.

“Watercourse Boundary”, in relation to a watercourse or wetland, means whichever of the following is farther from the centre of the watercourse or wetland:

- a) the visible high water mark of a watercourse or wetland where the presence and action of the water are so common and usual, and so long continued in all ordinary years, as to mark on the soil of the bed of the stream a character distinct from that of its banks, in vegetation, as well as in the nature of the soil itself;
- b) the boundary of the active floodplain, if any, of the watercourse or wetland.

CV1: Cypress Village Riparian Areas Development Permit Area

Designation

All of the lands within the Cypress Village Area that are located within a Riparian Assessment Area are designated as a development permit area pursuant to sections 488(1)(a) of the *Local Government Act*, to protect the natural environment, its ecosystems and biological diversity.

Special Conditions that Justify Designation of this Development Permit Area

The Cypress Village Area contains a network of watercourses, wetlands, and riparian areas. The area is environmentally sensitive and provides important habitat (including fish habitat). As a result, SPEAs need to be identified and development activity within Riparian Assessment Areas must be managed in order to protect the SPEAs. While changes to Riparian Assessment Areas in the Cypress Village Area should be avoided, there are circumstances in which changes within the Riparian Assessment Area in the Cypress Village Area may be acceptable, such as:

1. Development that is consistent with the land use concept for Cypress Village in the Area Development Plan for Cypress Village and Eagleridge.
2. Construction of stream crossings for roadways, pathways, or trails.
3. Works necessary to remove or mitigate Geohazard risks.

Activity Requiring Development Permit

For clarity and without limiting Section 489 of the *Local Government Act*, the following activities within a Riparian Assessment Area in the Cypress Village Area require a Development Permit:

1. Vegetation removal.
2. Subdivision, including subdivision of lands that are only partially within the Riparian Assessment Area.
3. Development.
4. Landscaping, fencing, and similar activities.

Exemptions

The following activities within a Riparian Assessment Area in the Cypress Village Area do not require a Development Permit:

1. Work, activity, or undertaking for which the District has received a copy from the developer of an authorization under Section 35(2)(b) or (c) of the *Fisheries Act*.
2. Changes in and about a stream authorized by an approval issued under Section 11 of the *Water Sustainability Act*.
3. Construction of hiking or mountain biking trails (including watercourse crossings) by the District or its authorized agents and contractors on land owned by, or proposed to be dedicated to, the District.
4. Construction, repair, and maintenance of works, parks, and facilities by the District or its authorized agents and contractors.
5. Works undertaken by, or on behalf of, the District in order to remove or mitigate an immediate danger or hazard to the natural environment or the safety of persons or property.
6. Interior renovation of an existing structure or exterior changes to an existing structure provided such changes do not alter the footprint of the structure within the Riparian Assessment Area and do not require any new tree removal or earthworks, soil removal, or soil deposit.

7. Routine maintenance of existing landscaped areas and trails.
8. Subdivision of District-owned lands to consolidate or realign lot lines.

Application Requirements

In addition to information required by the Development Procedures Bylaw, an assessment report and environmental management plan, including a site plan, prepared by a Qualified Environmental Professional shall be submitted that:

- a) Is consistent with the methodology in the *BC Riparian Areas Protection Act* and Riparian Areas Protection Regulation (RAPR).
- b) Identifies the riparian assessment area for watercourses and wetlands.
- c) Identifies the SPEA for each watercourse or wetland.
- d) Identifies any impacts posed by the proposed vegetation removal, forest management, earthwork, landscaping, hazard mitigation works, subdivision, landscaping, or Development to natural features, functions or conditions in the SPEA that support the life processes of protected fish, and recommends any measures that are to be taken to avoid identified impacts.
- e) Includes a site plan showing areas where the proposed activity is to occur (including any tree cutting, vegetation removal, earthworks, subdivision, landscaping, or Development) and a concept plan showing the design of any proposed fences and the footprints of any proposed Structures.

Development Permit Area Guidelines

1. Portions of a Riparian Assessment Area with high ecological value or that are designated as part of the Natural Areas in Cypress Village in the Area Development Plan for Cypress Village and Eagleridge should remain free of any Development and, to ensure the highest level of ongoing protection, should be dedicated to the District. Portions of Riparian Assessment Areas may be privately owned lands provided appropriate protection mechanisms are registered on title.
2. Where Development within a Riparian Assessment Area is proposed, aim to minimize habitat alteration, locate the activities in the least environmentally sensitive areas as much as possible, follow Qualified Environmental Professional recommendations, re-vegetate and restore areas post-construction.
3. Avoid Development within a 39 metre strip measured from the Watercourse Boundary of Cypress Creek, except for bridges, roads, and utility infrastructure.
4. Erosion, sediment control, site stabilization, and other measures shall be undertaken to protect SPEAs, watercourses, and wetlands from sedimentation, contamination, and landslides, relying on the recommendations of a Qualified Environmental Professional.
5. Development shall be completed within time periods or sequences specified by the District, relying on the recommendations of a Qualified Environmental Professional.
6. Development shall be completed in accordance with conditions of a Development Permit and recommendations of a Qualified Environmental Professional.
7. Portions of a Riparian Assessment Area that are to be protected pursuant to recommendations by a Qualified Environmental Professional that will, as a result of subdivision, remain or become part of privately owned parcels, shall be fenced or otherwise protected except to allow maintenance access and shall not be altered or landscaped in a fashion that damages habitat.
8. Vegetation removal or earthworks for the purpose of subsequent construction of roads, crossings of watercourses, infrastructure, or Buildings will only be considered once approximate road alignments and preliminary subdivision boundaries have been established, to confirm that the vegetation removal and earthworks are in the appropriate locations.

9. Development can only occur if:
 - a) It is consistent with the Area Development Plan for Cypress Village and Eagleridge,
 - b) It is designed and constructed in accordance with the recommendations of a Qualified Environmental Professional (for ecological and habitat considerations),
 - c) It does not require any authorization under Section 35 of the *Fisheries Act* (Canada), and
 - d) Appropriate measures for protection of SPEA's are in place.

CV2: Cypress Village Wildfire Hazards Development Permit Area

Designation

All lands in the Cypress Village Area are designated as a development permit area pursuant to sections 488(1)(a) and (b) of the *Local Government Act*, to protect the natural environment, its ecosystems and biodiversity, and to protect Development from hazardous conditions.

Special Conditions that Justify Designation of this Development Permit Area

The Cypress Village Area contains large areas of forested land and is located within the forest interface area where there is a risk of wildfire. This Development Permit Area designation is warranted to guide Development in order to protect people, wildlife, property, infrastructure and the natural environment from wildfires.

Activity Requiring Development Permit

For clarity and without limiting Section 489 of the *Local Government Act*, the following activities require a Development Permit:

1. Vegetation removal, tree pruning, tree cutting, and forest fuel removal.
2. Subdivision of land.

Exemptions

The following activities do not require a Development Permit:

1. Routine maintenance of existing landscaping.
2. Subdivision, to consolidate or realign lot lines or bare land strata subdivision where resulting Development will not be located closer to wildfire risk, as confirmed by a Qualified Wildfire Professional.
3. Subdivision of District-owned lands to consolidate or realign lot lines.

Application Requirements

In addition to information required by the Development Procedures Bylaw, the following information must be submitted with an application for a Development Permit:

1. Wildfire Risk Assessment and Management Plan prepared by a Qualified Wildfire Professional, to include an assessment of wildfire risk, a plan for mitigating risk and managing wildfires, and confirmation that the Wildfire Risk Assessment and Management Plan complies with the guidelines for this Development Permit Area.
2. Site plan showing areas where vegetation removal and forest management work are proposed.
3. For proposed vegetation removal and forest management works only, a site plan showing preliminary subdivision boundaries, approximate road alignments, and preliminary Building footprints.
4. For proposed subdivision, a site plan showing final proposed subdivision boundaries and road alignments.

Guidelines and Requirements

Location of Vegetation Removal

1. Vegetation removal should be limited to areas proposed for Development or road construction, or to minimize the risk of wildfires starting or spreading.

Building Setbacks

Subdivisions should be designed such that future Building envelopes will be as far as reasonably possible from the forest interface, with a minimum setback of 10 metres between the forest and the outermost part of any proposed Building, unless a Qualified Wildfire Professional indicates that a lesser setback is acceptable. Complete any vegetation removal within this area prior to the start of any construction authorized by any other Development Permit or building permit.

Site Works Management

1. Site and vegetation works, and earthworks should be consistent with the requirements of West Vancouver Fire and Rescue including, but not limited to, interface construction protocols.
2. Wildfire fuel generated by site and construction works, such as slash or construction debris, shall be managed to reduce the risk of the start or spread of wildfire.

Forest Areas Management

1. Subject to the recommendations of a Qualified Wildfire Professional, forest cover management beyond the cleared setback should include:
 - a. Pruning lower branches and thinning the tree canopy and understory to reduce fuel loads.
 - b. Tree removal to achieve sufficient spacing (target of 3 metres or more).
 - c. Removal of dead or dying trees.
 - d. Disposal of slash via removal not on-site burning.
 - e. Planting replacement trees.

Subdivision and Servicing

1. Firebreaks should be designed and installed where feasible, which may be in the form of cleared areas, roads, or utility corridors.
2. Road layouts (including alignment, grade, width, turning radius) shall be designed to allow access by first responders and firefighting equipment.
3. All electrical, communications and other utilities shall be underground, except water utility Buildings, water reservoirs, and any rainwater management works that must be at grade. Any necessary utility poles shall be concrete or steel.
4. Emergency access routes shall be provided to all areas as required in the subdivision servicing criteria for Cypress Village.
5. Any new lot created for future Development with any Buildings will have registered on the title of the lot at time of subdivision a covenant under Section 219 of the *Land Title Act* that requires all construction of structures, Building renovation, and landscaping to comply with a Qualified Wildfire Professional recommendations and the guidelines in this Development Permit Area.

Buildings and Structures

1. The following fire resistive materials and construction practices are required for all Buildings and Structures:
 - a) Fire retardant roofing materials (Class A or B, or Class A by assembly) should be used. Asphalt or metal roofing is preferred.
 - b) Exterior walls should be sheathed with fire-resistive materials.
 - c) Decks, porches, balconies, and patios should use fire resistive decking materials, such as composite decking boards or fire resistive treated wood.
 - d) All eaves, attics, roof vents, and openings under floors should be screened to prevent the accumulation of combustible material, using 3mm, non-combustible wire mesh, and vent assemblies should use fire shutters or baffles.
 - e) Indoor or outdoor woodburning appliances or equipment are discouraged including fireplaces, wood stoves, pellets stoves, pellet grills, fire pits, wood burning pizza ovens.
 - f) Building design and construction should generally be consistent with the highest current wildfire protection standards published by the National Fire Protection Association or any similar, successor or replacement body that may exist from time to time.
 - g) New electrical and communication utility servicing should be underground, or where this is not feasible, poles of non-combustible materials should be used (concrete or steel).

Landscaping

Landscaping plans shall be designed to minimize wildfire risk by addressing the following requirements:

1. The defined defensible space around structures should be maintained by:
 - a) Using non-combustible landscaping materials;
 - b) Using fire-resistant native plants (using low density plantings);
 - c) Removing trees, limbs or shrubs overhanging roofs or growing under eaves of Buildings;
 - d) Pruning coniferous trees so that there are no branches to a height of 2.5 metres (live branches may be left on smaller trees);
 - e) Trimming hedges to a maximum height of 2 metres (the planting of cedar and juniper hedges is discouraged);
 - f) Storing piled debris (e.g. building materials, and other combustible materials) during and post construction being kept outside of the defensible space;
 - g) Removing surface litter, wildfire fuel and hazardous trees annually (in accordance with other District bylaws);
 - h) Increasing the defensible space beyond 10 metres if recommended by a Qualified Wildfire Professional due to site or topographic considerations; and
 - i) Complying with any additional recommendations for the defensible space as determined by a Qualified Wildfire Professional.

Timing and Sequence of Tree Clearing and Earthworks

The issuance of Development Permits should consider:

1. The anticipated neighbourhood phasing for Cypress Village in the Area Development Plan for Cypress Village and Eagleridge to avoid creating large areas with no tree cover and/or disturbed soils

and to protect the natural environment and minimize hazard risk, prior to the anticipated construction of Buildings;

2. Scope and timing to allow timely provision of parks, environmental enhancement works, re-vegetation and landscaping, and measures to protect the integrity of SPEA's; and
3. Land requirements for material processing and handling, construction staging and parking, and related activities that assist in the reduction of transport requirements and carbon impact of land Development and construction activities.

CV3: Cypress Village Hazardous Conditions Development Permit Area

Designation

All lands within the Cypress Village Area are designated as a development permit area pursuant to section 488(1)(b) of the *Local Government Act* to protect Development from hazardous conditions.

Special Conditions that Justify Designation of this Development Permit Area

The conditions that justify this Development Permit Area include steep and difficult terrain, potential and known geological and hydrological hazards, sensitive environmental conditions, and watercourses and wetlands. These conditions create the need to assess and respond to risks such as erosion, flood, debris flow, landslide, and environmental damage.

Activity Requiring Development Permit

For clarity and without limiting Section 489 of the *Local Government Act*, the following activities require a Development Permit:

1. Earthwork.
2. Vegetation removal.
3. Subdivision of lands.
4. Construction of any utilities or infrastructure.
5. Construction of Buildings or Structures.

Exemptions

The following activities do not require a Development Permit:

1. Renovations of existing Buildings or Structures that do not result in an increase in footprint.
2. Bare land strata subdivision creating titles for permitted Buildings.
3. Routine maintenance of existing landscaping.
4. Subdivision of District-owned lands to consolidate or realign lot lines.
5. Construction of Buildings or Structures complying with the requirements of a Geohazard covenant registered on title for the lands or an issued Development Permit, or if such construction has been deemed to be safe for the intended use by a Qualified Geohazard Professional.

Application Requirements

In addition to information required by the Development Procedures Bylaw, the following information shall be submitted with an application for a Development Permit:

1. Site plan showing, as applicable, the location of Riparian Assessment Areas and SPEAs, location and extent of proposed earthworks, vegetation removal, infrastructure construction, building envelopes, subdivision, and road and infrastructure construction in the locations for which the earthworks or vegetation removal are proposed.
2. Detailed description of proposed earthworks or construction of utilities or infrastructure including sections and volumes.
3. Geohazards and Flood Hazard Risk Assessment and Management Plan prepared by a Qualified Geohazard Professional regarding the potential nature, magnitude, and frequency of Geohazards that could damage property or pose a risk to life and safety. The Assessment and Management Plan shall include:

- a) An assessment of Geohazard risks on the site and surrounding area, including but not limited to Riparian Assessment Areas.
- b) Recommendations to ensure land alteration or tree removal works mitigate Geohazard risks during and post construction.
- c) Certification that a proposed subdivision is safe for the intended uses. If mitigation measures are required to certify a site is safe for the intended uses, recommendations should include an appropriate process for reviewing mitigation options and future maintenance requirements.

Guidelines and Requirements

1. Areas of land that are identified as being subject to risk from Geohazards should remain free of Development unless:
 - a) A Qualified Geohazard Professional has reviewed the lands and their surrounding context, identified the nature, magnitude, and frequency of Geohazards, and has certified that the lands are safe for the intended use;
 - b) A Qualified Geohazard Professional has recommended any required Geohazard mitigation works to minimize risk to people, property, infrastructure, and the natural environment such that the lands are safe for the intended use; and
 - c) Proposed uses, subdivision and Development of the lands have been considered and any conditions or mitigation works recommended by a Qualified Geohazard Professional to ensure the lands are safe for the intended use are included as conditions of a Development Permit, subdivision, and/or registered as a covenant under Section 219 of the *Land Title Act* on the title.
2. Vegetation removal or earthworks for the purpose of subsequent construction of roads, infrastructure, or Buildings will only be considered once approximate road alignments and preliminary subdivision boundaries have been established, to confirm that the vegetation removal and earthworks are in the appropriate locations.
3. Following any earthworks under point 2 above, a Qualified Geohazard Professional should review the lands and risk of Geohazards and confirm the lands are safe for the intended use or Development and any proposed mitigation strategies are still adequate, or recommend any revised mitigation strategies, to minimize risk to people, property, and infrastructure.
4. A Qualified Geohazard Professional shall review proposed subdivision layouts, building sites, and locations of infrastructure and confirm that the proposed lots and Development are safe for the intended use with or without further mitigation measures; result in an acceptable minimal exposure to risk; and are unlikely to cause new or increase Geohazard risk.
5. The design flow for Flood Hazard risk assessments for proposed subdivisions and Development shall be the design return period for floods specified in Section 3.7.1 Standard-Based Approach in the Engineers & Geoscientists British Columbia “Professional Practice Guidelines – Natural Hazards – Legislated Flood Assessments in a Changing Climate in BC.” An alternative assessment standard recommended by a Qualified Geohazard Professional may be accepted by the District based on risk analysis and evaluation (e.g. Section 3.7.2) or if contained in Provincial standards for Development in areas with risk of Flood Hazard and Geohazard. New culverts and bridges shall accommodate this flow with adequate freeboard allowance.
6. Erosion and sediment control and site stabilization measures are required during and after vegetation removal and earthworks to prevent sedimentation or contamination of watercourses and to prevent creating risk of erosion and landslide.
7. No fill, excavated material, garden and yard clippings, or debris should be placed on any steep slopes or on any area identified by a Qualified Geohazard Professional as being inappropriate for such use.
8. Rainwater management systems and infrastructure should be designed to protect steep slopes from concentrated runoff, avoid ponding, and allow infiltration where appropriate.

9. The issuance of Development Permits should consider and be consistent with:
- a) The anticipated neighbourhood phasing for Cypress Village in the Area Development Plan for Cypress Village and Eagleridge to avoid creating large areas with no tree cover and/or disturbed soils and to protect the natural environment and minimize hazard risk, prior to the anticipated construction of Buildings;
 - b) Scope and timing to allow timely provision of parks, environmental enhancement works, revegetation and landscaping, and measures to protect the integrity of SPEA's; and
 - c) Land requirements for material processing and handling, construction staging and parking, and related activities that assist in the reduction of transport requirements and carbon impact of land Development and construction activities.

CV4: Cypress Village Form and Character Development Permit Area

This Development Permit Area (DPA) assumes that Development Permits have already been issued under CV2 and CV3 for all subdivisions, such that all lots have covenants on title regarding wildfire and natural hazard requirements if applicable.

Designation

All land within the Cypress Village Area is designated as a development permit area pursuant to sections 488(1)(e), (f), (h), (i) and (j) of the *Local Government Act* (form and character, energy conservation, water conservation, GHGs).

Special Conditions that Justify Designation of this Development Permit Area

1. The goal of creating a compact, mixed use, pedestrian-oriented, sustainable community requires guidelines for the siting and urban design of neighbourhoods, Buildings, Structures, roads, pathways, plazas, open spaces, and public realm elements within Cypress Village, as well as landscaping and architectural guidelines (though the intent is not to be highly specific with regard to the architecture of individual Buildings, allowing considerable flexibility for individual Building architectural design to respond to local site conditions, adjacencies, natural features, and views of surrounding natural areas).
2. Cypress Village is intended to be a model of sustainable urban development, so guidelines are needed for Building materials and construction methods that achieve goals for energy consumption, GHG emissions, transit and active transportation use, rainwater management, and other elements of sustainable development.

Activity Requiring Development Permit

For clarity and without limiting Section 489 of the Local Government Act, the following activities require a Development Permit:

1. Construction of Buildings, Structures, roads, and pathways.
2. Alterations/renovations of Buildings or Structures that result in an increase in footprint.
3. Landscaping on any lot not dedicated as park.
4. Construction of public open spaces and plazas.
5. Signage in the public realm (e.g. wayfinding, pathway designation, and pathway marking) and on Buildings.
6. Subdivision of lands.

Exemptions

The following activities do not require a Development Permit:

1. Construction of single-family dwellings or duplexes.
2. Landscaping on any lot that is developed with a single family or duplex dwelling.
3. Construction of hiking or mountain biking trails by the District or its authorized agents and contractors on land owned by, or proposed to be dedicated to, the District.
4. Construction of essential infrastructure outside urban areas such as reservoirs, pump stations, diversion works, electrical substations, and vehicular bridges.
5. Changes or renovations to an existing Development that do not involve any significant change to the exterior appearance or footprint of Buildings.

6. Subdivision of District-owned lands to consolidate or realign lot lines.
7. Subdivision where there is no form and character impact.

Application Requirements

In addition to information required by the Development Procedures Bylaw, the following information must be submitted with an application for a Development Permit:

1. Architectural, engineering, and landscape architectural drawings and specifications, as required by the Director of Planning and Development Services, for the proposed Development.
2. For residential Buildings or residential space in a mixed-use Building, detailed statistics including total residential floor area, net residential floor area (after deductions for common areas and non-occupiable space), number of residential units by number of bedrooms, residential unit sizes, total Building height (number of storeys and height in metres), and number of parking stalls.
3. For residential Buildings or residential space in a mixed-use Building, designation of units as strata title, market rental, or affordable rental (as defined in Policy 9.1.2 in the Area Development Plan for Cypress Village and Eagleridge).
4. For commercial Buildings or commercial space in a mixed-use Building, detailed statistics including gross commercial floor area, total Building height (number of storeys and height in metres), and number of parking stalls.
5. Designs and content for signage.

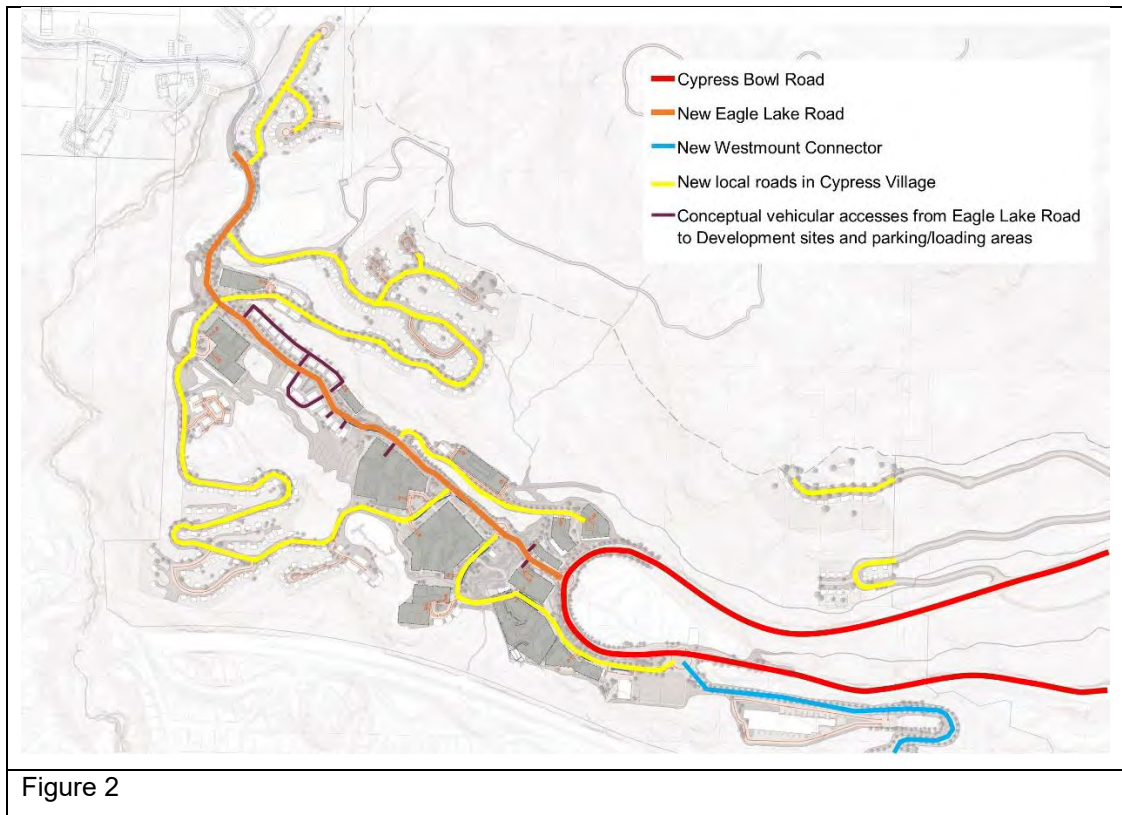
Guidelines and Requirements

A. General

1. Neighbourhoods, Buildings, plazas, and open spaces in Cypress Village will be designed carefully to fit with local topography, natural features, and adjacent Buildings, subject to required earthwork and vegetation removal pursuant to Development Permit Areas CV2 and CV3.
2. Taller and higher density Buildings should be concentrated in the Mixed-Use Village Core and along Eagle Lake Road close to transit stops and active transportation routes. Buildings and site Development should provide for easy and accessible connections to transit and active transportation routes.
3. Developments should include rainwater management systems and strategies that manage the rate and quality of run-off to surrounding stream and wetland habitats. The objectives and goals of the Cypress Village Rainwater Management Strategy should be achieved with measures that may include permeable surfaces for infiltration, biofiltration, bioswales, and rain gardens.
4. Subject to vegetation removal and earthworks required to minimize hazards (pursuant to Development Permit Areas CV2 and CV3), Buildings and site Development should avoid impacts on areas to be retained in their natural condition.
5. Neighbourhood design should comply with the principles of Crime Prevention Through Environmental Design (CPTED).
6. Building design should consider opportunities to minimize and mitigate impacts on birds (e.g. via lighting design, bird deterrents, etc.).
7. Public realm elements should incorporate Indigenous cultural and artistic expression (e.g. public art, murals, street furniture such as benches and bike racks, stamped concrete patterns in paving).
8. Vehicular entrances to Development sites and parking should be provided from local streets rather than from Eagle Lake Road (which is the gateway to Cypress Village, the principal connection from Cypress Village to Cypress Bowl Road, and which will function as a collector

road providing the primary vehicular and transit access into Cypress Village as well as a cycling and a pedestrian access into Cypress Village). However, direct access from Eagle Lake Road to Development sites, underground parking, and to on-site loading/circulation areas may be permitted if technical analysis shows that the movements are safe and do not create an unacceptable level of conflict with transit, cyclists, or pedestrians on Eagle Lake Road; there will be an acceptable level of service; and the following criteria are met:

- a) The number and locations of such vehicular accesses are generally consistent with the accesses shown in Figure 2.
- b) Access points should be located to avoid interrupting commercial frontages.
- c) Vehicle accesses to adjacent Development sites should be combined to minimize the total number of such access points.
- d) Vehicular access points from Eagle Lake Road to sites in the Mixed-Use Village Core should be “right-in/right-out.”
- e) The visual impact of vehicular access points on the character and functionality of the streetscape and commercial frontages along Eagle Lake Road should be mitigated by Building design and landscaping.



9. Ample room should be provided on Development sites in the Mixed-Use Village Core so that truck movements related to accessing loading spaces, loading docks, delivery parking, and garbage/recycling pick-up locations occur on-site, not on Eagle Lake Road.
10. Buildings in Cypress Village should be designed with:
 - a) High quality architecture that is inspired by the mountainside setting and surrounding natural landscape.
 - b) Connection to the natural environment with access to sunlight and views of surrounding natural areas, where possible.

- c) A colour palette that is drawn from the natural environment, other than for accent colours, to be sympathetic to the mountainside and forested backgrounds.
- d) Locally sourced materials whenever possible to connect back to the mountainside environment and reduce the carbon footprint of Development.
- e) South facing overhangs and modulation when appropriate to minimize solar reflection and provide rain protection.
- f) Concrete, cementitious products, metal, glass, wood (compliant with wildfire management requirements), brick, and stone. Stucco and imitation materials are discouraged.
- g) Building orientation that is sensitive to the privacy and livability of residential interiors and outdoor private spaces.
- h) Building massing that is responsive to sunlight penetration into public and semi-private open spaces and streetscapes.
- i) Sensitivity to sunlight exposure and shadow impacts on neighbouring residential Buildings with taller Buildings to generally be located on the north side of Development sites.
- j) A minimum separation distance of 20 metres between Buildings over 6 storeys.
- k) Sensitivity to light pollution from interior light sources to the outside in order to preserve the natural night sky and minimize visual impact on surrounding neighbours.
- l) Reduced energy consumption and use of green building strategies, technologies, fixtures, and appliances using innovative approaches exceeding the requirements in District bylaws where feasible.
- m) Construction methods, mechanical systems and materials that reflect a strong commitment to sustainability with regard to energy consumption, greenhouse gas emissions, active transportation, and transit orientation.
- n) Natural cross-ventilation, low reflective glass, low energy/carbon and non-carbon based mechanical systems for heating and cooling, and green building materials.
- o) Building entrances with distinct identity and visibility from the street.
- p) Adequate interior storage areas including convenient and secure bicycle storage.
- q) Adequate locations for parcel/online shopping delivery parking and offloading areas.
- r) 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 the landscape.
- s) Any unavoidable above grade structured parking being architecturally integrated into Buildings or screened from view from streets and other public areas with landscaping or other methods.
- t) Facades and Building massing that are sculpted and articulated vertically and horizontally to reduce apparent mass and provide visual interest and avoid bland and undifferentiated facades.
- u) Weather protection at primary entrances.
- v) Design elements and construction methods for attenuation of visual and acoustic impacts of rooftop mechanical equipment, garage entrances, utility boxes, and garbage/recycling areas.
- w) Signs that complement neighbourhood character, visually enriching the fabric of the overall community.

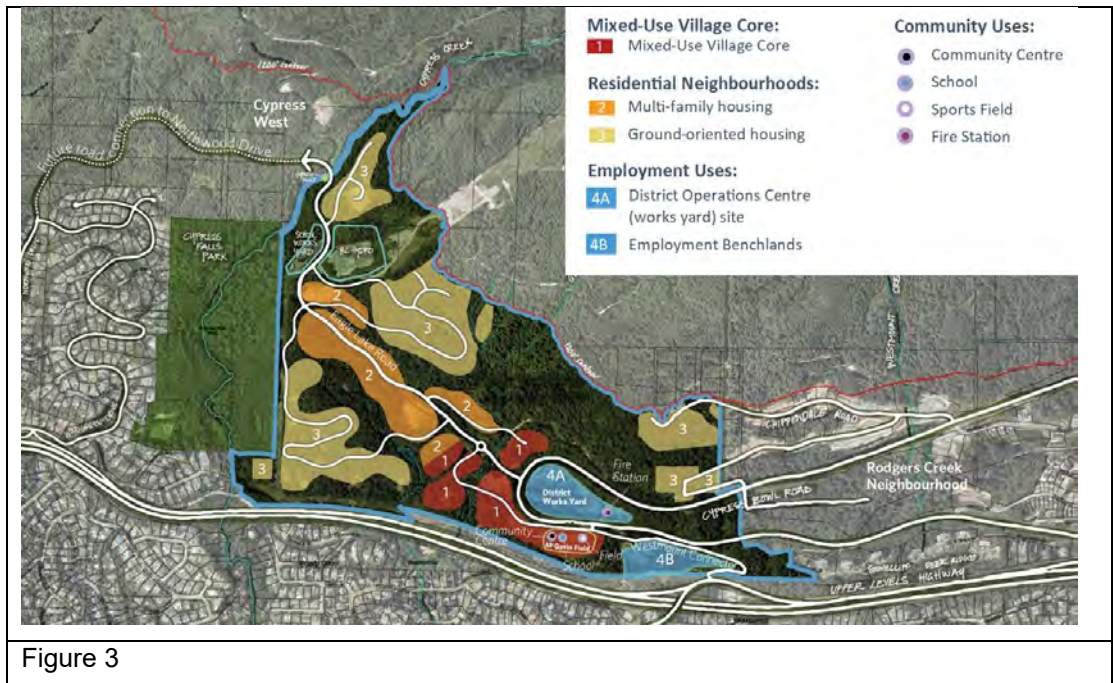
B. Landscaping in Cypress Village:

1. Landscaping around Buildings and in the public realm should complement the natural forest context.

2. Landscape design should minimize encroachment on multiuse paths, trails, sidewalks, and other active transportation infrastructure.
3. Landscaping should be consistent with best practices for wildfire and bear management.
4. The use of locally quarried rock for landscaping and retaining walls material is encouraged as a natural extension of the mountainside terrain.
5. Natural stone outcroppings should be incorporated into landscape design.
6. Plants should be selected with these criteria in mind:
 - a) Native species are preferred.
 - b) Plants that do not require irrigation are preferred, consistent with wildfire management practices.
 - c) Planting should provide food for birds and include some species that contribute to wildlife and bird diversity and resilience while being consistent with best practices for bear management.
7. Exterior lighting should be designed and located to:
 - a) Minimize light spill and glare impact on adjacent properties and public space, and
 - b) Include down lighting, adaptive lighting controls, dimmers and motion sensors, in order to reduce energy consumption, minimize impacts on wildlife and birds, and minimize impacts on the night sky.

C. Buildings Containing Commercial Space in the Mixed-Use Village Core

1. Core elements of the local commercial component of the Mixed-Use Village Core (including the grocery store, pharmacy, liquor store, drycleaner, pub, and specialty food store) should be located to form a contiguous pedestrian-oriented, 'local convenience' commercial area designed with an active retail and service frontage and a vibrant pedestrian experience in the portion of the Mixed-Use Village Core south of Eagle Lake Road. Figure 3 shows the location of the Mixed-Use Village Core.



2. Eagle Lake Road is the primary access road into Cypress Village. While some ground level commercial uses may have visual exposure onto Eagle Lake Road, the main pedestrian

entrances to commercial uses on the south side of the road should not front on Eagle Lake Road and should front on the smaller local streets and lanes that provide vehicular, pedestrian, and cycling access to the commercial uses.

3. Any roads that run to, or through, the commercial core shall be local roads primarily serving the core, not roads primarily intended or designed to provide vehicular access to other residential neighbourhoods in Cypress Village. The intent of this guideline is to minimize interruption of pedestrian and bicycle travel between commercial areas by major roads.
4. The core elements of the local commercial component (including the grocery store, pharmacy, wine/beer/liquor store, cafes, branch financial institutions, personal care, etc.) should be designed to be contiguous to and connected to, the site of the community centre via pedestrian and cycling paths. Any roads within the commercial core should be designed as public spaces with priority for pedestrian and bike access, providing vehicle access primarily to the Mixed-Use Village Core not to other residential neighbourhoods. The intent of this guideline is to make it safe and comfortable to walk or cycle between the community centre and commercial facilities without crossing major traffic routes.
5. Commercial uses in the Mixed-Use Village Core should wherever possible front onto the pedestrian-oriented streets and plazas, and provide a continuous grade level commercial experience within each commercial pod.
6. Ground floor commercial space should be designed to create an active retail and service frontage and a vibrant pedestrian experience.
7. Buildings with ground level commercial space must provide weather protection along Building frontages, with such protection being as continuous as possible throughout the Mixed-Use Village Core. This may also be achieved by incorporating individual awnings or covered terraces with the intent of creating a distinctive and highly local sense of service and shops at the ground level.
8. Active transportation end-of-trip facilities should be provided for employee use in the Mixed-Use Village Core, which could be shared facilities serving more than one Building with commercial space in the Mixed-Use Village Core.
9. Commercial signage shall be high-quality and add character and variety while distinguishing specific businesses in the retail district of the village and should be considered under a signage strategy for the commercial areas of Cypress Village.
10. Public realm and commercial signage should consider other public amenities in establishing the character of the street on which they front while clearly identifying a business and enhancing the pedestrian experience.

D. Residential Neighbourhoods and Buildings

Each residential neighbourhood in Cypress Village is encouraged to have a unique sense of place created by the local natural setting, architecture, landscaping and palette of plant materials. Figure 3 above shows the residential neighbourhoods, which include the Multi-family housing areas and Ground-oriented housing areas.

1. Neighbourhoods with apartment Buildings:
 - a) Buildings taller than six stories should step-back where possible when adjacent to public space between Buildings, to reinforce a human scale within the neighborhood. This is particularly important where towers are located in the same neighbourhood as low-rise Buildings.
 - b) Roof lines that vary and include overhangs are encouraged.
 - c) Ground level patio and individual dwelling unit accesses are encouraged along streets and public space.

2. Neighbourhoods with ground-oriented attached multi-family:
 - a) The front façade of a block of attached ground-oriented homes should be articulated with portions stepped in or out to reduce the overall impression of Building bulk.
 - b) Limit the number of attached units with the same exterior design elements to six dwelling units.
 - c) Individual homes should be distinguishable by varying the Building façade through changes of colours, materials and finishes or three-dimensional relief, with easily identifiable entrances that address the street or path.
 - d) Weather protection such as overhangs or porches should be provided over each front entrance.
 - e) Roof lines that vary and include overhangs for design interest and weather protection are encouraged.
 - f) Landscaping and fencing should be lower than one metre at the front of the Building to encourage connection and visibility to the fronting street/pathway. Tree species or locations that do not obstruct visibility between a Building and outdoor space, fronting streets and paths are encouraged.
 - g) Landscaping and fencing between dwelling units and adjacent sites should be no higher than two metres to preserve privacy.
 - h) Where blocks of attached homes are clustered, consider incorporating common arrival sequences, shared outdoor spaces, and opportunities for play and gardening.

E. Employment Benchlands

1. Building design in the Employment Benchlands (see Figure 3 above) should:
 - a) Be functional and efficient for the intended use, well-designed and attractive, while also considering the slope-side context.
 - b) Avoid long blank walls and, if not possible, should be articulated using a variety of materials, textures, colours, and three-dimensional relief or roof forms.
 - c) Endeavour to have individual tenants to be distinguishable by varying the Building façade through changes of colours, materials and finishes or with signage.
 - d) Ensure main pedestrian Building entrances are easily identifiable and accessible with projections or recesses from the Building façade and be weather protected.
 - e) Rooftop mechanical equipment should be screened when viewable from nearby public spaces in Cypress Village with compatible materials and colours that are harmonious with Building architecture.
 - f) Consider opportunities for use of Building rooftops for solar panels, gardens or employee outdoor space.
2. Buildings shall provide active transportation end-of-trip facilities for employee use.
3. Landscaping design for the Employment Benchlands should:
 - a) Include trees and/or green walls to break up or soften Building façades.
 - b) Accent site entry points, define pedestrian corridors, frame circulation aisles and break up long rows of parking into small pockets.
 - c) Use areas not built upon or used for parking, loading, storage, or maneuvering aisles for landscaping and trees.
 - d) Have retaining walls built with materials and colours drawn from the natural environment and compatible with Building façades.

- e) Use landscaping to screen tall retaining walls.
- f) Screen on-site garbage, recycling and utilities with fencing and landscaping.

F. Community Centre:

1. The community centre (see Figure 3 above) in Cypress Village should be designed:
 - a) Acknowledging its prime location at the gateway to Cypress Village;
 - b) With, and anchored by, public spaces with amenities such as art, facilities for active mountainside users, and opportunities for public gathering;
 - c) To reflect the primary aesthetic values important to the mountain setting including a celebration of views of nature and the natural environment;
 - d) With a ground floor that is activated along primary frontages to help provide a logical connection between the mixed-use residential and commercial Buildings in the Mixed-Use Village Core and the sports field; and
 - e) To prioritize pedestrians and cyclists.

G. Public Realm, Parks, Pathways and Open Space

1. Public realm, parks, pathways and open spaces in Cypress Village should be designed to:
 - a) Protect and steward the natural environment.
 - b) Allow residents to experience, appreciate, and understand the natural beauty of the environment such as creeks, forests and views.
 - c) Promote fun.
 - d) Promote and support active living, health and social and spiritual well-being.
 - e) Be inclusive, accessible, and respectful for all people and in accordance with best practices for barrier free access and to accommodate persons with physical, visual, hearing, and cognitive disabilities, including persons who use mobility aids such as wheelchairs, walkers, canes, and crutches, considering constraints to this guideline posed by steep topography or natural features.
 - f) Provide a welcoming atmosphere that fosters community interaction and involvement.
 - g) Be safe and secure.
2. Local parks, plazas and public infrastructure are to include elements such as water features, landscaping and landscape features, children’s play equipment, site furniture (benches/picnic tables), bike end-of-trip facilities (i.e. racks that bicycles can be securely locked to/wash stations/repair) and washrooms considering their location, access, operational considerations and adjacent uses. Consideration of some outdoor weather-protected areas (e.g. covered picnic area, covered children’s play area) is encouraged. Creating a consistent design standard across public spaces in Cypress Village is encouraged.
3. Transit shelters along Eagle Lake Road will be covered, have adequate weather protection, have a bench for sitting under the covered area, have signage, incorporate accessibility standards, and be designed with a consistent design aesthetic that coordinates with other public infrastructure. Developing a single design standard for shelters is encouraged for design consistency and operational efficiency throughout Cypress Village.
4. Pathways should be designed to attract and accommodate pedestrians and cyclists of all ages and abilities, including seniors, children and youth, and persons with disabilities. This objective informs the preferred design approach for cyclists, focusing on skill level, safety and comfort rather than trip purpose (commuter, recreational).

5. Public realm, parks, pathways and open spaces signage shall:
 - a) Include wayfinding, interpretive opportunities, neighbourhoods/park designation, identification of special features and identification of streets, paths, creeks etc.
 - b) Have consistent colours, fonts and materials.
 - c) Be attractive, legible and easy to decipher with a logical hierarchy (size, style etc.) to distinguish the intent and purpose of the information being conveyed.
 - d) Be comprehensively designed via a 'sign standards' document to ensure consistency and encourage ease of replication.
6. Gateway monument signs shall be contemplated at the entries to Cypress Village adjacent to the Community Centre and at Eagle Lake Road and Cypress Bowl Road, with the intent of creating meaningful arrival sequence and recognizing important locations.
7. Street lighting is required on public roads, public spaces and pathways (except hiking trails and mountain biking trails), spaced intermittently and at intersections and crosswalks. Lighting should:
 - a) Balance public safety with dark sky objectives;
 - b) Illuminate the roadway and provide adequate lighting for pedestrians and cyclists; and
 - c) Include lower lighting levels in the areas designated for Ground-Oriented Housing in Cypress Village.
8. Lighting may include a combination of standard pole-mounted lighting and structure or catenary mounted lighting to create a vibrant and safe pedestrian space. Streetlight poles and other structures should be provided with receptacles for seasonal and event lighting in public gathering spaces, entry to Cypress Village, and other appropriate locations.
9. Public realm lighting should use fixtures with down lighting, adaptive lighting controls, dimmers, and motion sensors, in order to reduce energy consumption, minimize impacts on wildlife and birds, and minimize impacts on the night sky.

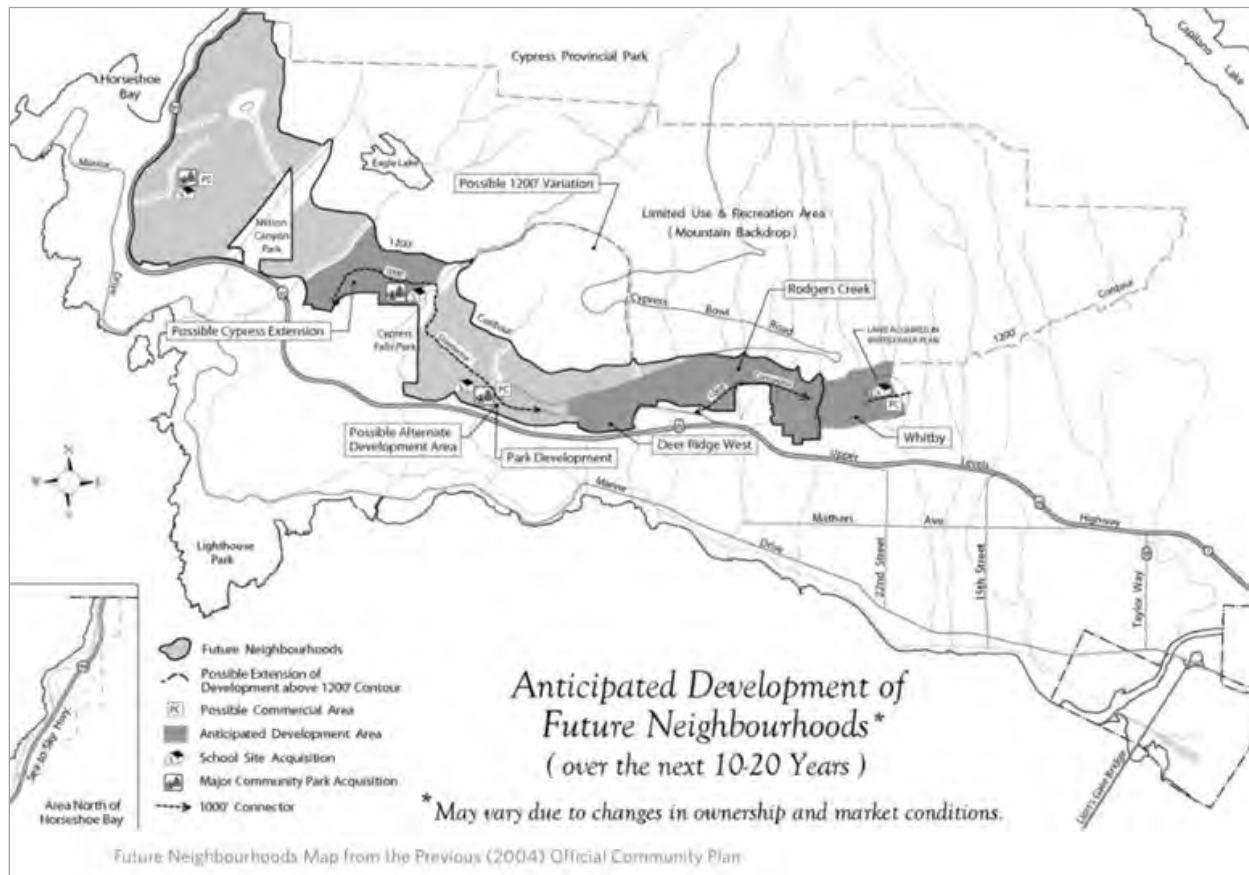
Appendix B: Detailed Information about the Planning History and Policy Context

Previous (2004) Official Community Plan

In 2004, the District's (previous) OCP designated the Upper Lands that are below the 1200 foot contour as "Future Neighbourhood Areas" to be planned for development over the coming decades. The 2004 OCP anticipated a shift to including a larger share of multi-family housing in these Future Neighbourhoods and directed that further planning for the Upper Lands focus on four community building principles:

- Create a strong community.
- Establish a sensitivity and connection to the natural environment and mountain qualities.
- Encourage a diverse community with housing variety and a mix of uses.
- Focus on environmental and economic sustainability.

The 2004 OCP included the idea of a village at the first switchback of Cypress Bowl Road.



Rodgers Creek Working Group and Area Development Plan (2007 to 2008)

In January 2007, Council established a citizen-led Rodgers Creek Working Group to envision a future for the Rodgers Creek area and to guide the development of a Rodgers Creek Area Development Plan.

The Rodgers Creek Working Group presented an Overview Report to Council in March 2008 which summarized its conclusions, recommendations, and the key directions in the Rodgers Creek Area

Development Plan. The Rodgers Creek Area Development Plan establishes three key directions for the Rodgers Creek Area:

- “Cypress Village - future plans for a new Village with shopping and services for residents of Rodgers Creek, as well as for the wider Upper Lands community.”
- “Mountain Path - a trail network to link the Village to the Rodgers Creek neighbourhoods will be focused on the Mountain Path, a wide path with gentle gradients for pedestrians, cyclists and other users.”
- “Concentrating Density Westward - higher density multiple family housing will be concentrated close to the Village.”

The planning for Rodgers Creek in 2008 marked a shift towards including multi-family housing forms in the Upper Lands and towards preserving more land in a natural state.

The policies and framework in the Rodgers Creek Area Development Plan were predicated on the vision for a new mixed-use, higher-density urban community in Cypress Village that would serve the residents of both Cypress Village and Rodgers Creek.

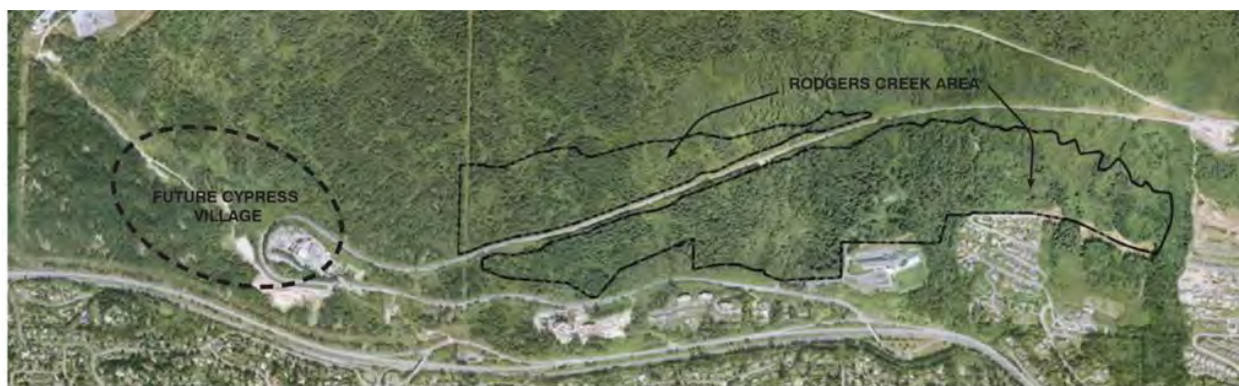


Image from the Rodgers Creek Area Development Plan Overview Report

The Community Dialogue on Neighbourhood Character and Housing (2008)

During 2008, a Council-appointed volunteer Working Group of West Vancouver residents assisted municipal staff in designing and implementing a public participation program to engage the community in a dialogue about neighbourhood character and housing issues.

Based on extensive dialogue with the community, the Working Group outlined 20 recommendations, which included (among other things), “requiring ‘village node’ planning in all new neighbourhoods” with a mix of housing types and retail and service uses to “lessen the reliance on the private automobile, encourage social interaction within neighbourhoods, and serve the day-to-day needs of residents.”

Upper Lands Study Review Working Group (2013 to 2015)

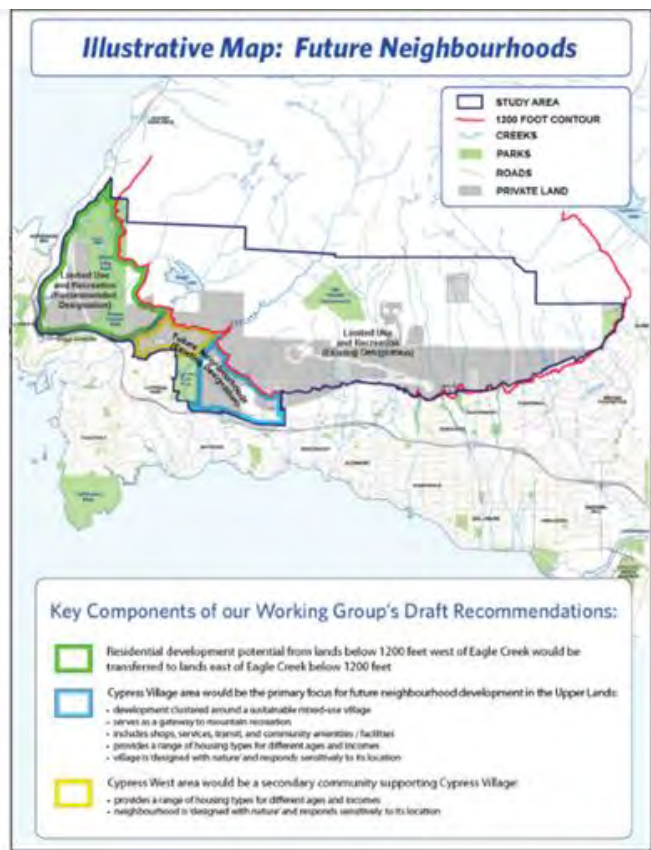
During 2013 to 2015, a Working Group of nine District-appointed citizen volunteers assessed environmental data, reviewed existing bylaws and policies, and engaged with stakeholders and the wider community about the future of the Upper Lands. Their work was intended to “help identify which lands should be preserved, which lands could be developed, the kinds of development that would make sense and the types of public uses that should be maintained”.

The Working Group’s Final Report was presented to Council in June 2015. Subsequent updates to the District’s OCP in 2018 built upon the Working Group’s 2015 recommendations.

The Working Group identified the community's three core values for the Upper Lands (in priority order):

- Protecting “environmental features and systems of the Upper Lands, and their immense, contiguous, natural beauty.”
- Enhancing “the outstanding recreation opportunities of the Upper Lands, and the lifestyle and heritage associated with ‘outdoor living’.”
- Planning future neighbourhoods using a “certain kind of neighbourhood model (one that ‘works’ with nature, and is desirable, vibrant, inclusive, compact, and sustainable).”

The Working Group envisioned that “there would be no residential development above 1,200 feet, or west of Eagle Creek”, “people would live in compact and sustainable neighbourhoods, clustered around a mixed-use, walkable, transit-served Cypress Village”, and that ecological and environmentally sensitive lands would be protected “by transferring their development potential to other less sensitive areas.”



Excerpt from the Upper Lands Study Review Working Group Final Report, Part One

Photos from the Upper Lands Study Review Working Group (2013-2015)

The Community Energy and Emissions Plan (2014 to 2016)

The Community Energy and Emissions Plan was prepared by a District-appointed volunteer citizen working group during 2014 to 2016. This Plan provides high level strategies to help address the challenges of climate change and energy security. It includes the following statements regarding the Upper Lands:

- “The District’s interest in focusing growth in the Upper Lands can make an important contribution to maintaining natural areas that contribute to public and ecosystem health...Avoiding the loss of forests and forest carbon is an important contribution to climate protection.”
- A village near the base of Cypress Bowl Road should be defined by “mixed use, strong transportation choice, notably walking and cycling, parks and plazas.”

BPP Visioning Process (2016)

During 2016, BPP as the major landowner in the Upper Lands completed an independent, pre-application visioning and community consultation process to explore planning principles, built forms, aspirations, and concept plans for Cypress Village. This developer-led process focused on how to make a great place with a strong sense of community and a strong connection to nature in Cypress Village. It did not contemplate the transfer of development potential to enable the protection of lands in Eagleridge.

Planning Cost Recovery Agreement (2017)

In 2017, Council approved a Planning Cost Recovery Agreement between the District and BPP which means that the costs of consultants retained by the District to assist with the planning work for Cypress Village and Eagleridge are recovered from the major landowner, BPP.

Pre-Conditions Phase (2017 to 2019)

During 2017 to 2019, the District and BPP worked collaboratively on technical analysis and studies related to the Upper Lands. This ADP draws upon and includes some of this technical background work.

Official Community Plan (2018)

The main guiding policy document for this ADP is the District’s OCP, which was most recently updated in 2018. The new OCP includes expanded planning policy for the Upper Lands, proposing a further evolution in the shift toward protection of natural areas and more sustainable development. The OCP:

- Sets out population and housing growth targets for the entire community.
- Acknowledges existing residential development entitlements (based on existing zoning) in the Upper Lands.
- Encourages the protection of the lands in Eagleridge and Inter Creek for conservation and recreation by transferring the development potential from these lands into Cypress Village and Cypress West.
- Outlines a vision for Cypress Village.
- Encourages new development to provide community amenities and community benefits.
- Describes information that should be included in Area Development Plans and Local Area Plans.

Population and Housing Growth Targets for West Vancouver

The OCP includes projections for anticipated population, housing, and employment growth in the municipality to 2041. These projections anticipate growth of over 10,000 people, 5,000 housing units, and

6,000 jobs in West Vancouver during 2011 to 2041. A mixed-use sustainable urban community in Cypress Village will help accommodate some of this growth.

Existing Zoning in the Upper Lands

The OCP acknowledges that “undeveloped lands below 1,200 feet in elevation are zoned for single family development. However, these lands include important environmental assets and recreational opportunities that the community values, notably in areas west of Eagle Creek where the District recently dedicated Whyte Lake Park (2014) and where important wetlands and Arbutus groves exist. Adopting a more holistic lens is needed to situate all future development within its wider mountain context” (OCP Section 2.2).

Protect Eagleridge and Inter Creek by Transferring the Development Potential to Cypress Village and Cypress West

Several policies in the OCP set out the vision for protecting the lands in Eagleridge and Inter Creek by transferring the development potential of those lands into new neighbourhoods in Cypress Village and Cypress West. For example:

- “This OCP recommends the transfer of development potential away from higher value ecological and recreational assets to cluster new housing close to existing infrastructure in the compact and complete future neighbourhood(s) of Cypress Village and Cypress West. This would allow a much larger area to become protected in perpetuity” (OCP Section 2.2)
- “Protect environmental values below 1,200 feet in the Upper Lands area by: (a) Seeking to protect permanently areas west of Eagle Creek, prioritizing areas of significant ecological values such as the Arbutus groves west of Nelson Creek, Larson Creek and wetlands, and other sensitive wetlands and habitats; (b) Transferring development potential of lands west of Eagle Creek to future neighbourhoods east of Eagle Creek and dedicating public lands west of Eagle Creek as municipal parkland; and (c) Establishing a ‘soft edge’ of development and appropriate urban-forest interface and buffer to sensitive features” (OCP Policy 2.7.9)
- “Seek to transfer the residential development potential from all remaining lands below 1,200 feet west of Eagle Creek to: (a) The Cypress Village planning area (between Cave and Cypress Creeks) as the primary focus for future neighbourhood development in the Upper Lands; and (b) The Cypress West planning area (between Cypress and Eagle Creeks) as a secondary community supporting Cypress Village.” (OCP Policy 2.2.9)
- “Protect lands west of Eagle Creek below 1,200 feet whose development potential has been transferred, designate these lands as Limited Use and Recreation, and dedicate them as public parkland or non-profit conservancy or similar publicly-accessible open space in perpetuity.” (OCP Policy 2.2.11)

Note that the references to “lands west of Eagle Creek” refer to the planning areas called Eagleridge and Inter Creek.

OCP Policies Outlining the Vision for Cypress Village

The OCP describes Cypress Village as a mixed-use village that should:

- Include a range of housing types, tenures, and unit sizes (including rental, non-market, family, and seniors housing).
- Aim to minimize the area developed to protect natural and recreational features, reduce required infrastructure, achieve the compact development of mixed housing forms, and ensure a sustainable village with a strong sense of community.

- Be a unique gateway to mountain recreation with strong links to the rest of West Vancouver.
- Incorporate distinctive uses and features (such as unique retail, a civic plaza, community and recreational facilities, and other public amenities) in addition to commercial and institutional uses that serve the local community.
- Incorporate recreational and visitor spaces and amenities.

OCP Policies Encouraging New Development to Provide Community Amenities and Community Benefits

The OCP notes that “to manage growth and the associated demand in public amenities and servicing, the Local Government Act enables municipalities to collect Development Cost Charges from developers to contribute to off-site infrastructure (e.g. utilities like sewage, water, and drainage) to maintain and enhance our municipal services. Growth and development can also lead to additional demand and provide opportunities for other forms of amenities” (OCP, Section 3.1).

The District encourages developers to provide community amenities and benefits such as affordable housing, child care facilities, community meeting spaces and/or activity spaces, and parks and environmental enhancements.

The OCP notes that “in addition to District-wide policy, area-specific public benefit strategies will be prepared through local area planning processes to reflect the specific nature of growth, the need for amenities, and the planning objectives of these centres and corridors” (OCP, Section 3.1).

The OCP also notes that additional density could be considered in Cypress Village to achieve a more complete and successful community “in terms of amenities and facilities, the desired variety of housing types and tenures, and the economic feasibility of commercial services” (OCP, Policy 2.2.15).

This ADP defines the community amenities to be provided in Cypress Village.

OCP Policies Regarding Content for Area Development Plans (and Local Area Plans)

The OCP notes that Local Area Plans should set out area-specific visions, objectives, and suitable built-form, heights, and densities that respond to neighbourhood context and character (e.g. topography, natural features, site area, transportation, and amenities). This same intent underlies the content of this ADP.

The OCP notes that new development in the Upper Lands should be managed by creating Area Development Plans that define permitted land uses, development criteria, and design controls, and that contain at least the following information:

- “(a) An approved area defined by major features that is sufficiently large to permit the proper planning for transportation networks, public facilities and parklands, and comprehensive neighbourhood designs;*
- (b) A comprehensive inventory and sieve analysis of the area’s terrain and topography, watercourses, habitats and ecosystems (including any species at risk or environmentally sensitive areas), locally important biophysical or natural features, and recreational and cultural features;*
- (c) A demonstration of how the analysis of the area is used to identify land use opportunities and constraints, lands that are suitable for development, and lands of particular environmental, cultural or recreational significance that may warrant special treatment or protection (such as watercourse corridor protection);*
- (d) A proposed land use plan with types of commercial and housing uses (including rental and non-market), and any lands required for community facilities (including consideration of the need for school sites), that relates the proposed land use to the terrain, including type of development, anticipated site coverage and overall square footage;*

- (e) *The location and intended function of parks and open spaces (for example, active, passive, preservation) and the use of natural and landscape features (such as watercourse corridors and greenbelts) to frame and connect neighbourhoods and achieve an irregular mountain outline or “soft edge” to development;*
- (f) *The location and preliminary design for major roads and trail systems and other public infrastructure requirements and a description of how trail, road and driveway configurations are sited to respond to terrain;*
- (g) *An identification and analysis of how the proposed development integrates with and impacts the community’s existing transportation network, including walking, cycling, and transit, with consideration to access, parking and transportation demand management;*
- (h) *An environmental plan - including stormwater management, energy efficiency and reduced greenhouse gas emissions, risk management (e.g., forest fire), and other mitigation and adaptation strategies - to achieve a sensitive and sustainable development scheme;*
- (i) *Implementation requirements including general servicing, funding and legal agreements, the approach to community amenity and other developer contributions, and development permit guidelines for the future development of specific sites; and*
- (j) *An assessment of the development’s overall financial implications to the municipality.”*

~ (OCP Policy 2.2.4)

This list guides the content of this ADP.

Council’s Strategic Plans (2020-2021 and 2021-2022)

In early 2019, Council set strategic goals and objectives that it wanted to accomplish over the next two years, to be reviewed annually. In March and April 2020, Council reviewed and confirmed the major Strategic Goals from the previous 2019-2020 plan and reviewed and updated the objectives for the next two years. In 2021, Council reviewed, reaffirmed and updated the Strategic goals and objectives for 2021-2022. On November 8, 2021, Council adopted the updated Strategic Plan for 2021-2022.

Council’s Strategic Plans for 2020-2021 and 2021-2022 include goals and objectives for topics including: Housing, Local Economy, Climate Change and Nature, Mobility, Municipal Services, Social Well-Being, and Major Project Priorities. References to Cypress Village are included in the goals for Housing and Local Economy:

- Council’s Strategic Goal for Housing is to “significantly expand the diversity and supply of housing, including housing that is more affordable.” Objective 1.2 under this goal is to “work towards an Area Development Plan for a residential mixed-use neighbourhood in the Upper Lands – Cypress Village.”
- Council’s Strategic Goal for the Local Economy is to “create vital and vibrant commercial centres.” Objective 2.4 under this goal is to “ensure that a vibrant commercial component is included in the neighbourhood development of Cypress Village.”

Planning the Upper Lands: Creating a Sustainable, Urban Community in Cypress Village and Protecting Lands in Eagleridge (2019 to 2022)

Overview of the *Planning the Upper Lands* Process

Starting in 2019, the District began a three-phase, comprehensive planning and community engagement process called *Planning the Upper Lands: Creating a Sustainable Urban Community in Cypress Village and Protecting Lands in Eagleridge*. The process is illustrated in the image below. This process has informed this ADP for Cypress Village and Eagleridge.

Illustration of the *Planning the Upper Lands* Process



The objective of the *Planning the Upper Lands* process is to create detailed policy for the lands in Cypress Village and Eagleridge as a first step towards implementing the Upper Lands policies in the OCP.

Summary of Community Engagement Activities

Planning the Upper Lands was mostly completed during the COVID-19 global pandemic, so the engagement strategy, tools, and tactics reflected refinements as needed to respond to Public Health Orders and guidelines. The engagement and communication strategy also reflected input from District Communications staff and the Community Engagement Committee (CEC).

The main engagement tools and activities during *Planning the Upper Lands* were as follows:

- A project webpage was created to help raise awareness, communicate information, and engage with the community throughout the process. The project webpage was the main portal for the public to (a) access up-to-date information about the project, (b) access online surveys and question forms, and (c) subscribe to project updates.
- Surveys were utilized to collect input from the community during Phases 1 and 2. Both the Phase 1 Survey and the Phase 2 Survey were posted on the project webpage. Hard copies of the Phase 2 Survey were also provided at the West Vancouver Memorial Library, Seniors Activity Centre, and Youth Hub.
- An online question form was available on the project webpage during Phase 3.
- A project-specific email address was maintained throughout the process for the community and stakeholders to contact the planning team with questions/comments.
- The planning team participated in Cypress Liaison Meetings, which are bi-annual meetings organized by the District for groups, associations, and organizations with an interest in the Upper Lands to share information.
- The planning team engaged with youth in a scheduled session at the Youth Hub. The format was a presentation followed by a question and answer period.
- District Communications staff and the planning team participated in multiple Virtual Information Meetings during Phases 2 and 3. The format for these included a presentation followed by a question

and answer period. A video recording of the first Virtual Information Session from each of Phases 2 and 3 was posted on the project webpage.

Information about the planning and engagement process and about opportunities to provide input was widely communicated at the outset of the project, at the launch of each phase, and during the time that the online surveys and question forms were open. Communication tools and tactics included:

- Direct mailouts. A postcard mailout was sent to all residents and businesses in West Vancouver at the outset of the project and letter mailouts were sent to local residents during Phases 2 and 3.
- Print advertisements in the North Shore News and The Beacon community newsletter.
- Digital advertisements on the North Shore News online.
- Posts on the District's homepage (e.g. news feed, calendar posts, Carousel image).
- Social media campaigns using the District's Instagram, Facebook, and Twitter accounts.
- E-newsletters to those subscribed to westvancouverITE updates, project specific updates, and e-west.
- Outreach to 40 stakeholder groups.
- Notices on the community boards at the West Vancouver Memorial Library, Seniors Activity Centre, and Youth Hub.
- Pop-up information booths at the West Vancouver Memorial Library (Phases 2 and 3), West Vancouver Community Centre (Phase 3), Gleneagles Community Centre (Phase 3), and Cypress Pop-Up Village (Phase 3).

Throughout the *Planning the Upper Lands* process, extensive input was provided by:

- The community.
- Members of the former Upper Lands Working Group, whose work during 2013 to 2015 set out the vision for the Upper Lands that was included in the 2018 OCP and which is now being implemented. The former group members offered ongoing input and insight, feedback about the content of materials, suggestions for important FAQs to be addressed, and suggestions for the narrative about the dual goals of *Planning the Upper Lands*.
- Many stakeholder groups (including BC Parks Foundation, Cypress Trail Collective, HUB Cycling North Shore, Mountain Bike Tourism Association, Mulgrave School, Navy Jack Nature House, North Shore Heritage Preservation Society, Trails BC Southwest Region, Vancouver Climbers Association, West Vancouver Historical Society, and West Vancouver Minor Hockey Association).
- BPP, who participated in ongoing discussions with the planning team about the transfer of development potential, community amenities and benefits, development phasing, and planning and engagement work for Cypress Village and Eagleridge.

In addition, the planning team invited and worked with local First Nations in the development of this ADP.

Overview of Each Phase of Engagement

Phase 1 Engagement

The Phase 1 engagement (2020) communicated the vision and goals already contained in the OCP, presented draft planning principles for Cypress Village and Eagleridge to help guide the next phases of the detailed planning work, and sought community input about the trade-off between the scale of development in Cypress Village and the share of the Eagleridge lands owned by BPP to protect as green space now.

Two approaches were presented for the key trade-off explored during Phase 1:

- **Approach A:** protect about half of Eagleridge at this time and plan for about 2,500 housing units (plus amenities and commercial space) in Cypress Village. The other half of Eagleridge would then be protected as part of a subsequent, future planning process.
- **Approach B:** protect all of Eagleridge at this time, plan for about 3,500 housing units (plus amenities and commercial space) in Cypress Village and determine what other mechanisms are needed to make this approach work.

During Phase 1, the community and stakeholders responded by supporting greater development in Cypress Village in exchange for protecting all of the Eagleridge lands owned by BPP at this time, rather than in a phased approach over time. Council directed the planning team to proceed to the second phase of the planning and engagement work based on this approach.

Phase 2 Engagement

The Phase 2 engagement (2021) presented a proposed land use plan and development concept for Cypress Village, sought input about the level of support for these proposals, and provided open-ended opportunities to ask questions and provide feedback.

During Phase 2, the community and stakeholders responded by indicating support for the proposed land use plan and development concept. Based on the results of Phases 1 and 2, Council directed the planning team to proceed to the third (and final) phase of the process.

Phase 3 Engagement

Phase 3 involved preparing the following documents:

- This Area Development Plan for Cypress Village and Eagleridge (ADP).
- New Comprehensive Development (CD) zoning for Cypress Village.
- A Phased Development Agreement between the District and the developer (BPP, the major landowner in Eagleridge and Cypress Village), which sets out development phasing and the provision of community amenities as well as the legal mechanisms for protecting the lands in Eagleridge.
- Supporting bylaws such as a Park dedication bylaw and OCP amendments bylaw.

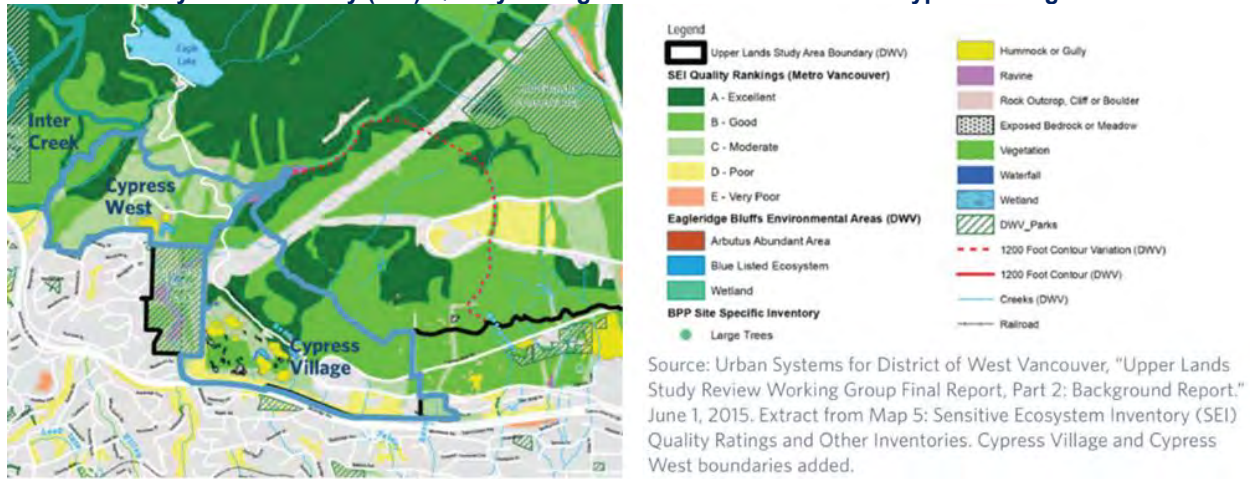
Prior to the bylaws adoption/public hearing process, Phase 3 included an additional opportunity for the community and stakeholders to review a draft of the ADP document and ask questions. Input received during the Phase 3 engagement helped inform the final ADP.

Evolution of the Plan Based on Community and Stakeholder Input

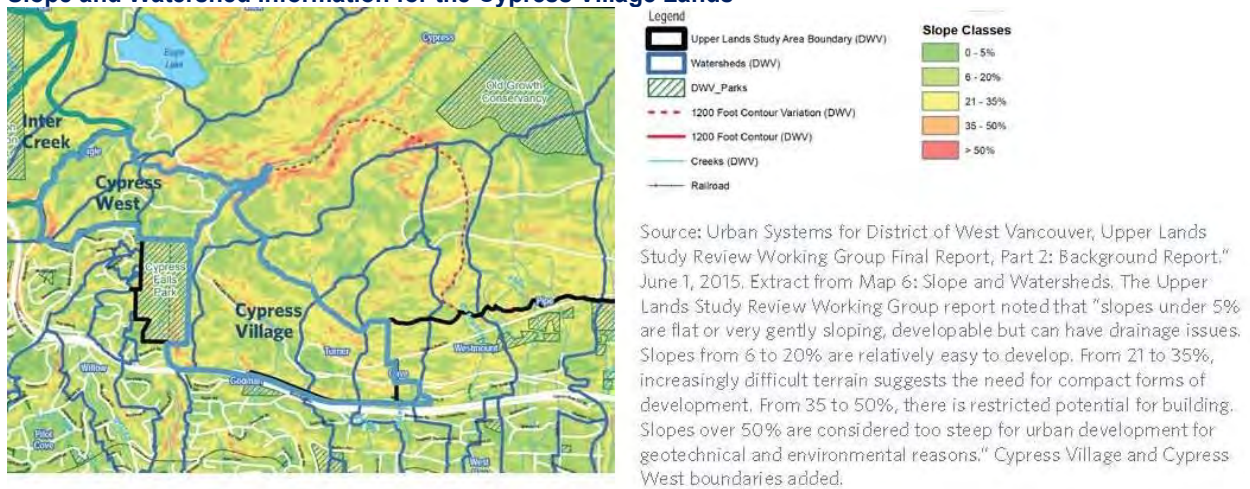
Each phase in *Planning the Upper Lands: Creating a Sustainable Urban Community in Cypress Village and Protecting Lands in Eagleridge* built on the community and stakeholder input from the previous phase(s). Comments and suggestions were varied and diverse, and many resulted in refinements of the proposed plan throughout the process. This ADP was shaped by the meaningful input provided throughout the planning and engagement process.

Appendix C: Environmental Information about the Lands in Cypress Village from the Upper Lands Working Group Final Report

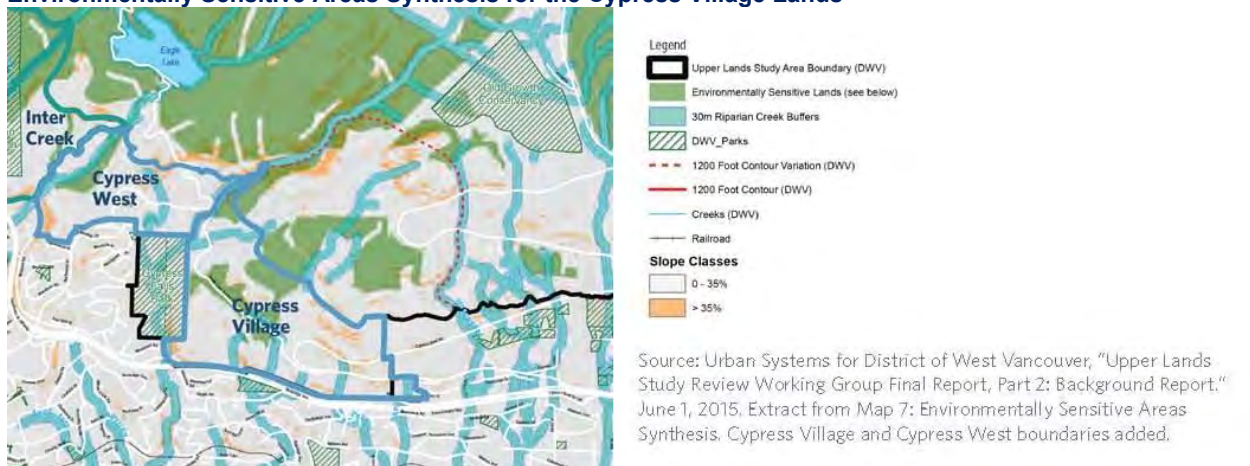
Sensitive Ecosystem Inventory (SEI) Quality Ratings and Other Inventories in Cypress Village



Slope and Watershed Information for the Cypress Village Lands



Environmentally Sensitive Areas Synthesis for the Cypress Village Lands



Summary Environmental Analysis for the Cypress Village Lands



Legend

- Geographic Units
- Environmentally Sensitive Lands (see below)
- 30m Riparian Creek Buffers
- DWW_Parks
- 1200 Foot Contour Variation (DWW)
- 1200 Foot Contour (DWW)
- Creeks (DWW)
- Railroad

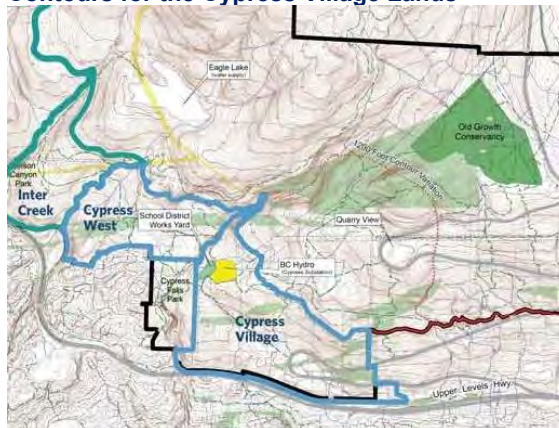
Slope Classes

- 0 - 35%
- > 35%

- 5. Higher Elevation Lands- West
 - Upper Nelson Watershed, Eagle Lake Watershed, Cypress Falls and Canyon, and Upper Cypress Watershed
 - Portion of Dick and Black Creek watersheds for drinking water
 - Significant amount of old growth
 - Mostly above 1,200 contour
 - Mostly District ownership
- 7. Above Eagle Lake Access Road
 - Mix of young and mature forest
 - Moderate amount of steep slopes
 - Partly below 1,200 contour, partly in contour variation area
 - Mostly BPP ownership
 - Significant network of unauthorized mountain biking trails
- 8. Below Eagle Lake Access Road
 - Relatively small areas of steep slopes
 - Well below 1,200 contour
 - Good road access
 - Mostly BPP ownership

Source: Urban Systems for District of West Vancouver, "Upper Lands Study Review Working Group Final Report, Part 2: Background Report." June 1, 2015. Extract from Map 8: Summary Analysis. Cypress Village and Cypress West boundaries added.

Contours for the Cypress Village Lands

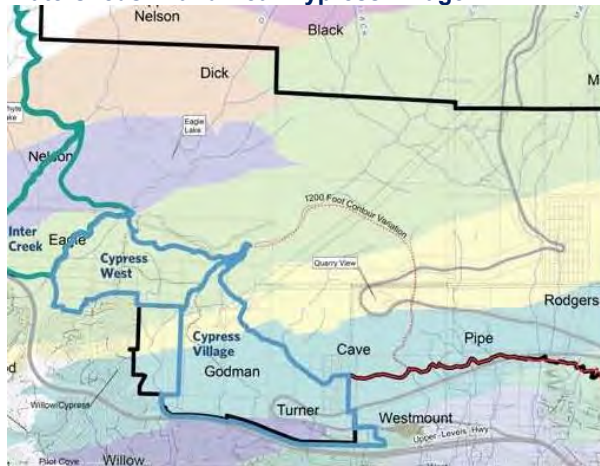


Legend

- Upper Lands Study Area Boundary
- Right of Ways
- 1200 Foot Contour
- 1200 Foot Contour Variation
- Trails
- 5m Contours Interval (2011)
- Cabins Leased from DWV (2001)
- Hydro Transmission Lines (Existing)

Source: Urban Systems for District of West Vancouver, "Upper Lands Study Review Working Group Final Report, Part 2: Background Report." June 1, 2015. Extract from Contours map. Cypress Village and Cypress West boundaries added.

Watersheds in and Near Cypress Village



Legend

- Upper Lands Study Area Boundary
- 1200 Foot Contour
- 1200 Foot Contour Variation
- Right of Ways

Source: Urban Systems for District of West Vancouver, "Upper Lands Study Review Working Group Final Report, Part 2: Background Report." June 1, 2015. Extract from Watersheds map. Cypress Village and Cypress West boundaries added.

Appendix D: Sieve Analysis for Cypress Village

The Cypress Village considered six main types of physical features about the landscape and important environmental features to inform site planning:

1. Aquatic features, including creeks and wetlands.
2. Terrestrial features, including forests, plants, animals, and rock outcrops.
3. Terrain features including topography (slopes) and the potential for rockfall and avulsion hazard.
4. Infrastructure features including existing buildings, roads, and utilities.
5. Legal features including existing ownership, land use, and encumbrances.
6. Recreational, cultural, and natural features including landforms, landscape features, and existing unauthorized trails.

Data sources included on-site fieldwork completed by professional biologists, LiDAR topographical slope data, geotechnical analysis by professional geotechnical engineers, aerial photographs, and discussions with stakeholders about recreational features. The data was evaluated by professional biologists, engineers, planners, and landscape architects.

Two levels of evaluation were completed:

- The aquatic, terrestrial, and recreational/cultural features were evaluated based on an assessment of their intrinsic value (meaning the quality or benefit of the environmental habitat, how easily that value might be replicated, and/or the importance to the community of a specific natural or man-made feature).
- The terrain, infrastructure, and legal features were evaluated based on the level of constraint that they impose on possible development (meaning how complex development would be in a certain location, how difficult it would be to relocate a built feature, and/or how land ownership patterns could limit or restrict development).

Based on evaluations, the six features were categorized in terms of four levels of consideration:

High Consideration	Feature/attribute has a high value or high constraint and cannot be mitigated or modified to facilitate development. Attribute should be given high consideration for retention in its existing state and/or the most rigorous review if development is considered in this location.
Moderate Consideration	Feature/attribute has a moderate value or moderate constraint and would require significant effort or cost to modify. There should be a sound rationale if development is considered in this location.
Low Consideration	Feature/attribute has a low value or low constraint and can be modified with reasonable cost. Attribute can be more easily resolved or accommodated if development is considered in this location.
No Consideration	There are the lowest barriers to development in this location.

The features analysis and evaluation were then overlaid to create a composite sieve analysis.

The evaluation considered the lands in the Cypress Village planning area as well as nearby lands above the 1200 foot contour for context.

The detailed evaluation matrix, analysis for each feature, and composite sieve analysis are summarized below.

Detailed Evaluation Matrix

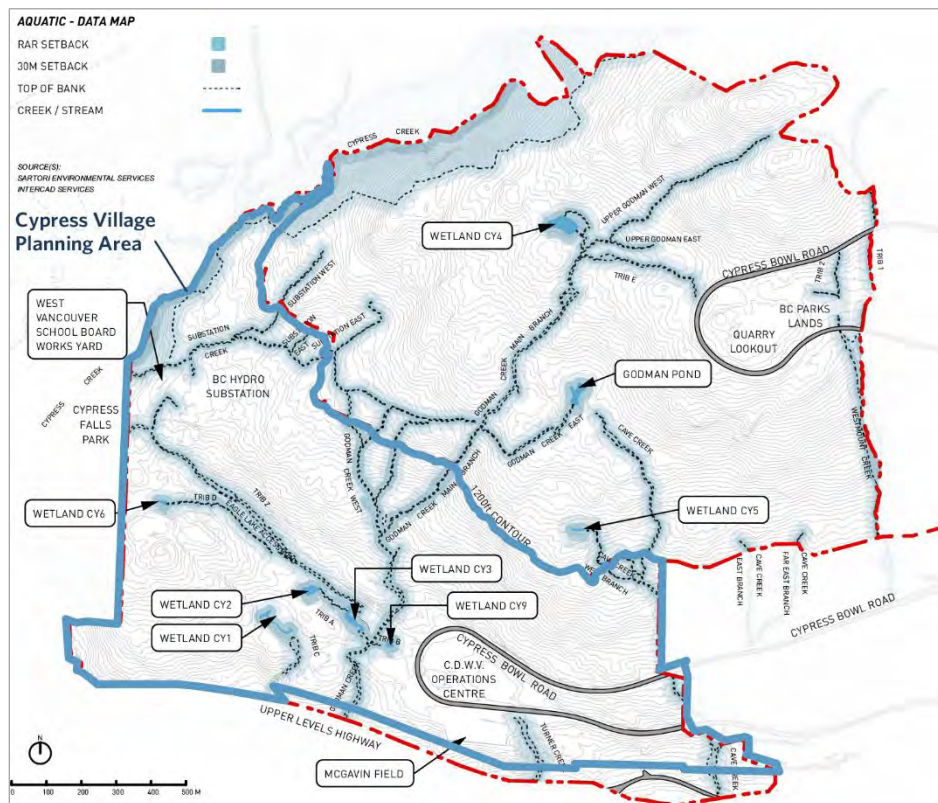
Priority Ranking	Attribute Typology	Physical / Biophysical Attribute	High	Moderate	Low	No
1	Aquatic	Wetlands	High quality wetlands with many of the following features: Naturally formed, water permanence, fish bearing, low quality habitat, Proper Functioning (PFC) and with the existence of Red Listed or Endangered SARA species.	Moderate quality wetlands with many of the following features: Naturally formed, water permanence, fish bearing, moderate quality habitat, Proper Functioning (PFC) and with the existence of Blue Listed or Threatened SARA species.	Low quality wetlands with many of the following features: Modified, water permanence, fish bearing, low quality habitat, Proper Functioning (PFC) and with the existence of Blue Listed or Threatened SARA species.	Wet areas that dry quickly and have negligible ecological value or habitat value.
		Forests	Old forests of any coverage including stands that have any old growth characteristics and contain 50% coverage of red-listed ecological communities. Polygons with assemblage of rare or listed plant species.	Mature Forests with 50 to 100% coverage and 0 to 50% coverage of mature growth occurrence of red-listed ecological communities. Rock Outcrops with 50 to 100% coverage.	Mature Forests with 20 to 50% coverage that do not contain any coverage of old or mature growth red-listed ecological communities. Rock Outcrops with 20 to 50% coverage.	Young and Growth Forests with Mature Forests of <20% coverage of old or mature growth red-listed ecological communities. Polygons with Rock Outcrop coverage < 20%.
2	Terrestrial	Plants	Red Listed and Endangered SARA species and associated habitats.	Blue Listed and Threatened SARA species and associated habitats.	Locally unique species and associated habitats.	No assemblage of unique ecosystem elements.
		Animals	Red-listed and Endangered SARA species and associated habitats that should be preserved, managed or relocated.	Blue-listed and Threatened SARA species and associated habitats.	Locally unique species and associated habitats.	Species and associated habitats that are common throughout the site and beyond. Areas with no ecological function to support animal species or invasive species.
3	Terrain	Topography	In general, slopes that are difficult to construct upon or around requiring above average construction intervention. Typically >50% slopes but can range down to 35% depending on the aggregate composition of the slope. Grows only large in overall area of slope or moderate sized features in the landscape.	In general, slopes that can be constructed upon or around with a moderate level of intervention. Typically 35-50% slopes but can include areas of slope down to 20-35%. A less complex aggregate of slopes equal to or steeper and with fewer or smaller features. Moderate to high level of vegetation cover. Moderately level areas relative to a development parcel or size of structure.	In general, slopes that can be constructed upon or around with a low level of intervention. Typically 35-50% slopes but can include areas of slope down to 20-35%. A less complex aggregate of slopes equal to or steeper and with fewer or smaller features. Moderate to high level of vegetation cover. Moderately level areas relative to a development parcel or size of structure.	In general, slopes that can be constructed upon or around that require very little or no intervention beyond normal construction practices. The most ideal slopes are 0-20% but this category also includes slopes up to 35% depending on the size of the area but most often large and contiguous slopes of low complexity and few large features.
		Hazards	Area has potential to be impacted by a geohazard that could result in structural damage to buildings or loss of life. Mitigation of the identified hazard is either prohibitively expensive or unfeasible, making the area unsuitable for development. Roadfall area or channel avulsion area where mitigation is extremely difficult or impossible.	Area has potential to be impacted by a geohazard that could result in structural damage to buildings or loss of life. However, cost-effective mitigation is possible. Roadfall area or channel avulsion area where mitigation is possible, however extensive and costly.	Area has low potential to be impacted by a geohazard. Minor or no mitigation works are required. Roadfall area or channel avulsion area where mitigation is achievable through specific and common measures.	No geohazard identified that could impact buildings. Not within a roadfall or channel avulsion area.
4	Legal	Ownership	Existing ownership currently prohibiting development that is not subject to change.	Existing ownership currently limiting development where it is unknown if it may be likely to change.	Existing ownership currently limiting development that is likely to change.	Existing ownership currently allowing development or with existing desired development.
		Land Use	Existing land use designations currently prohibiting development that are not likely to change.	Existing land use designations currently limiting development that may be unlikely or difficult to change.	Existing land use designations currently limiting development that is likely and easy to change.	Existing land use designations currently allowing development or with existing desired development.
5	Infrastructure	Encumbrances	Encumbrances on the land/title currently prohibiting development that are not likely to change.	Encumbrances on the land/title currently limiting development that may be unlikely or difficult to change.	Encumbrances on the land/title currently limiting development that is likely and easy to change.	Encumbrances on the land/title currently allowing development or no encumbrances on the land/title.
		Buildings	Existing buildings that are highly unlikely to change (e.g., BCN subdivision)	Existing buildings that can be removed or repaired under a municipal/provincial application/approvals process (e.g., School Board Facility).	Existing buildings that can be removed, repaired or replaced under existing zoning / land use (e.g., BPP site office).	Areas without existing buildings or that can remain with existing desired uses.
6	Recreational, Cultural and Natural Features	Roads	Roads and established rights of ways that can not likely be relocated or redesign/developed. (e.g., Cypress Bowl Road above the DMV Operations Centre).	Roads and established rights of ways that can be removed or relocated under a municipal/provincial application/approvals process.	Roads and established rights of ways that can be removed or relocated under current zoning/land use designations.	Roads and established rights of ways that can be relocated without process or approvals. Areas with no roads or established rights of ways.
		Utilities	Existing site services that are likely not to be removed or relocated.	Existing site services that can be removed or relocated under an municipal/provincial application/approvals process.	Existing site services that can be removed or relocated under current zoning/land use designations.	Areas with no existing site services.
		Recreational Landforms	Large expanses of exposed rock, bedrock points or other features that have recreational value and are in high level active use.	Areas of exposed rock, bedrock points or other features that have recreational value, are in moderate level of use or could be modified to be used for recreational activity with minimal effort and/or investment.	Smaller areas of exposed rock, bedrock points or other features of interest that have potential recreational value, are in low level of use or could be modified to be used for recreational activity with moderate to significant effort and/or investment.	Landforms with little potential for recreational activity.
		Landscape Features	Significant, unique and highly visually appealing features that represent the natural/archaeological character of the area that if preserved would provide a high value, visual landscape amenity. No proximity or impact to sensitive ecosystem areas.	Notable and visually appealing features that have a natural character that if preserved would provide a moderate value, visual landscape amenity. Some minor or moderate level of sustainable construction impact can or is mitigated.	Smaller visually appealing features that have a natural character that if preserved would provide a low value, visual landscape amenity. Saturated (high, low sustainable construction, low level of use, high level of sustainable construction, high level of use, no proximity or impact to sensitive ecosystem areas).	Features with little potential to be a special natural feature.
		Trails	Significant cultural heritage features that are unique, well preserved or of a high cultural value that should be preserved in place or relocated (e.g., an old mill race).	Notable cultural heritage features that are reasonably well preserved or of some cultural value that could be preserved in place or relocated (e.g., milling and forestry equipment).	Cultural heritage features that are not well preserved but have minor cultural value and could be relocated (e.g., milling and forestry equipment).	Unpreserved (high, unsustainably built, decommissioned or very low level of use) heritage features of the trail within a sensitive ecological area(s) creating negative impacts.
		Heritage	Significant cultural heritage features that are unique, well preserved or of a high cultural value that should be preserved in place or relocated (e.g., an old mill race).	Notable cultural heritage features that are reasonably well preserved or of some cultural value that could be preserved in place or relocated (e.g., milling and forestry equipment).	Cultural heritage features that are not well preserved but have minor cultural value and could be relocated (e.g., milling and forestry equipment).	Areas without cultural heritage artifacts or remnants of use or habitation.

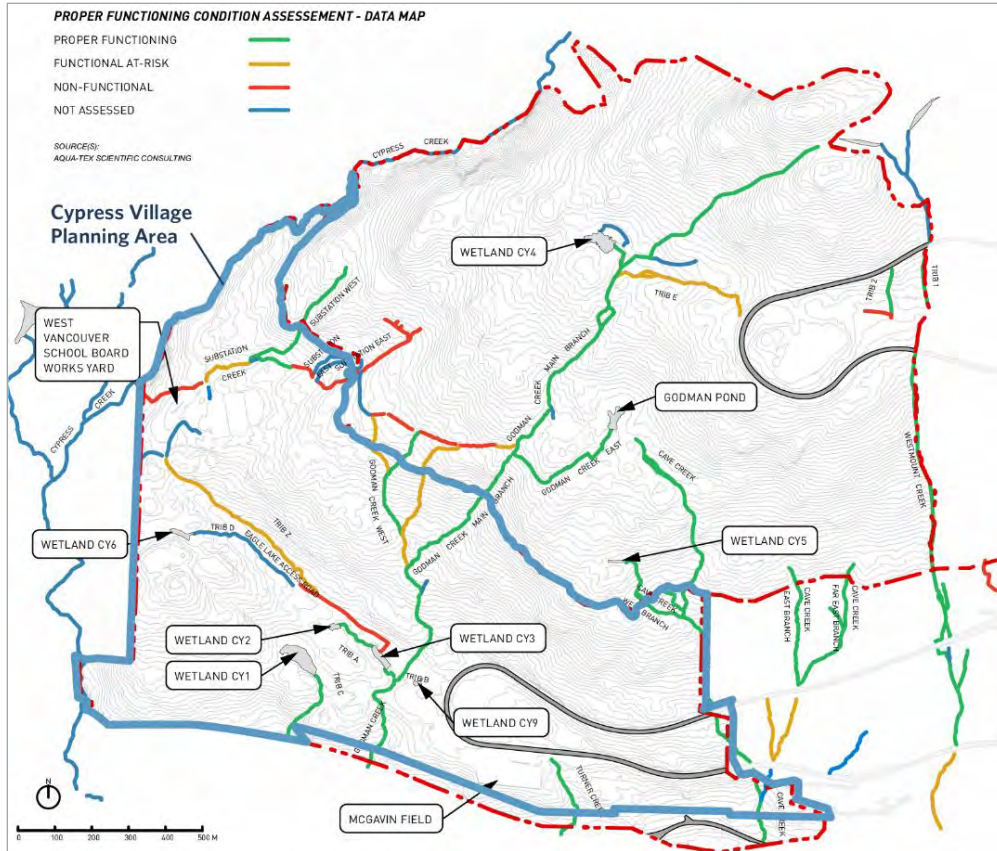
Aquatic Features

The aquatic features in the Cypress Village planning area include creeks and wetlands. Three data sets are presented:

- An Aquatic Data Map which shows the location and names of all creeks and wetlands in the Cypress Village planning area. This map also shows wetland setbacks at a Provincial Riparian Area Protection Regulation (RAPR) boundary as determined by environmental consultants, and creek setbacks at a 30 metre Municipal regulation boundary. This map does not consider different regulatory approvals processes.
- A Proper Functioning Condition Assessment Data Map describes each stream's physical condition and ability to withstand a 1 in 25 year rainstorm event.
- Data Tables of Wetland and Creek Characteristics. The aquatic features were evaluated in relation to the environmental value of creeks and wetlands, including water permanence, habitat diversity, species presence, wetland setbacks.

Each feature was assessed and analyzed by environmental consultants based multiple characteristics, resulting in an overall Aquatic Evaluation Map. High evaluations were assigned to areas such as Godman Creek due to its many positive characteristics (e.g. natural occurrence, good water flow, presence of Coastal Tailed Frogs). Low evaluations were assigned to areas such as Tributary Z, which is along the uphill side of Eagle Lake Access Road, is part of the historic construction of this road, functions generally as a ditch that conveys water to naturally occurring streams, has not listed species or riparian buffer at its southern edge. Wetland CY2 is another anthropogenic created aquatic feature that is in existence due to the construction of Eagle Lake Access Road. Although CY2 does have some vegetation density and habitat quality, its habitat diversity is low. The overall evaluation considered whether the existing condition of each feature demonstrates functionality or value in its current state.





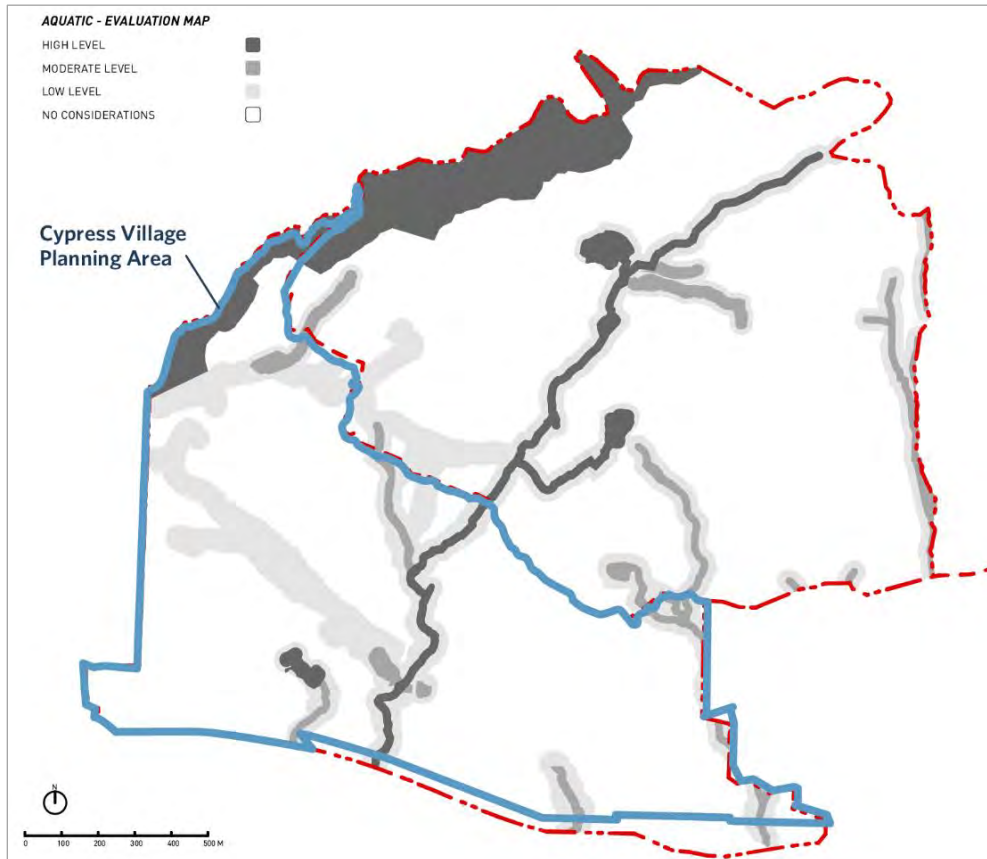
DATA TABLES - WETLAND CHARACTERISTICS

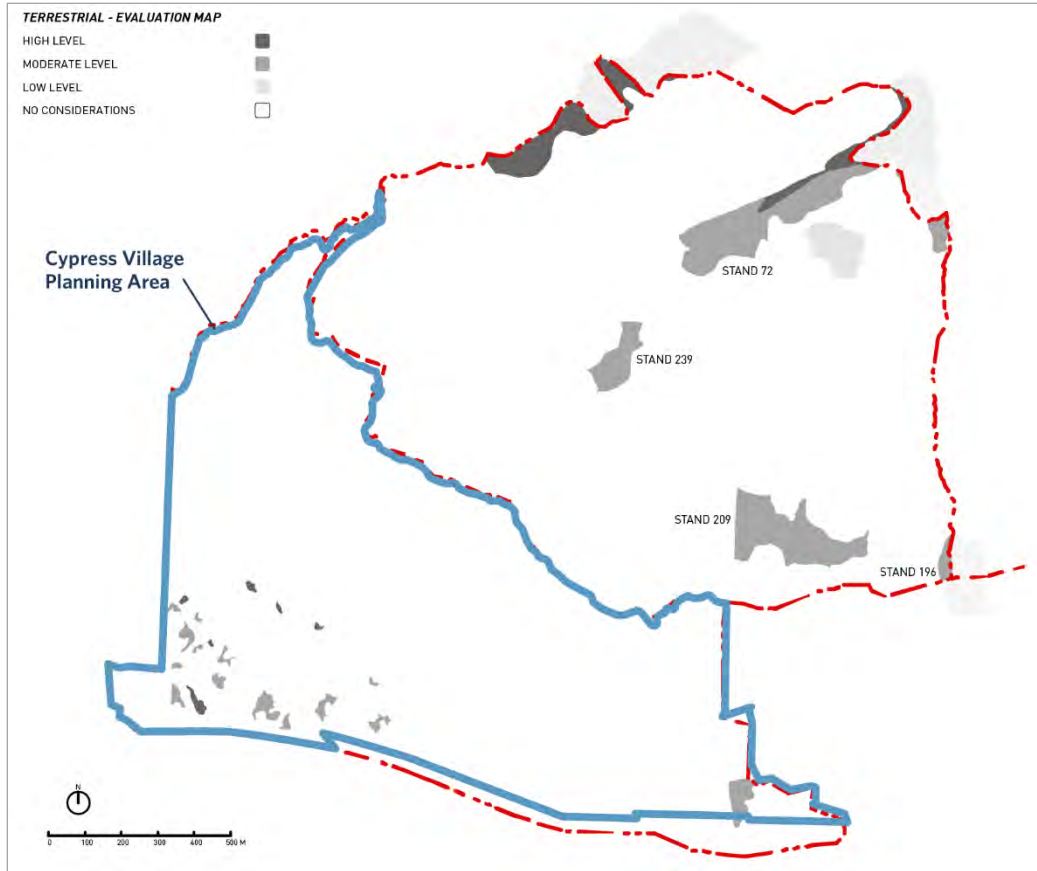
WETLAND AREA (m ²)	WETLAND ORIGIN	WATER PERMANENCE	WATER DEPTH	VEGETATION DENSITY	HABITAT DIVERSITY	HABITAT QUALITY	PRESENCE OF LISTED SPECIES
GODMAN POND 3550m ²	Human	High	High	High	High	High	Fred-jugged Frog
WETLAND CY1 20500m ²	Water	High	Medium	High	Medium	Medium	Fred-jugged Frog
WETLAND CY2 400m ²	Human	Medium	Medium	Medium	Medium	Medium	Fred-jugged Frog
WETLAND CY3 19400m ²	Human	Medium	High	High	Medium	Medium	Fred-jugged Frog, Darter Tailed Frog
WETLAND CY4 31650m ²	Water	High	Medium	High	Medium	Medium	Fred-jugged Frog, Darter Tailed Frog
WETLAND CY5 2600m ²	Water	High	Medium	Medium	Medium	Medium	Darter Tailed Frog
WETLAND CY6 700m ²	Human	Medium	Medium	Medium	Medium	Medium	
WETLAND CY9 2630m ²	Human	Medium	Medium	Medium	Medium	Medium	

DATA TABLES - CREEK CHARACTERISTICS

CREEK NAME	CREEK LENGTH (M)	CREEK ORIGIN	WATER PERMANENCE	CREEK CHARACTERISTICS			PROPER FUNCTIONING CONDITION	PRESENCE OF LISTED SPECIES
				WIDTH	GRADIENT	SUBSTRATE		
CAVE CREEK	124m (WITHIN STUDY AREA)	Water	High	2.6m	25%	Organic Soil/Woody Debris/Bedrock/Cobbles	Good	
CAVE CREEK WEST	247m	Water	High	1.4m	21%	Cobbles/Small boulders/Occasional bedrock	Good	
CYPRESS CREEK	(HAS NOT BEEN ASSESSED)	Water	High			Bedrock	Good	
GODMAN CREEK Main Branch	275m	Water	High	3.5m	16.0%	Gravel/Cobble/Boulder	Good	
GODMAN CREEK West Branch		Water	High				Good	
SUBSTATION CREEK	296m	Water	High	2.0m	14%	Gravel/Cobble	Good	
SUBSTATION EAST	622m	Water	High	1.4m	19%	Large Boulders and fines over geotextile	Good	
SUBSTATION WEST	296m	Water	High	1.3m	24%	Soft Organic forest duff/Fines	Good	
TRIBUTARY A	122m	Water	High	0.9m	9.4%	Fines/Gravel	Good	
TRIBUTARY B	25m	Water	High	1.2m	5.6%	Gravel/Cobble	Not Assessed	
TRIBUTARY C	221m	Water	High	1.0m	16.9%	Fines/Gravel	Good	
TRIBUTARY D	419m	Water	High	1.1m	12.7%	Cobbles/Gravel	Not Assessed	
TRIBUTARY E	413m	Water	High	1.2m	10.6%	Cobbles/Gravel	Not Assessed	
TRIBUTARY Z Cypress Branch	259m	Water	High	1.8m	9.8%	Cobble/Gravel	Good	
TRIBUTARY Z Roadside Ditches North of Eagle Lake Road	500m	Water	High	1.1m	6.5%	Cobble/Gravel	Good	
TURNER CREEK	286m	Water	High	2.9m	25%	Cobbles/Gravel/Fines	Good	

SOURCE(S): SLR CONSULTING, SARTORI ENVIRONMENTAL SERVICES, AQUA-TEX SCIENTIFIC CONSULTING





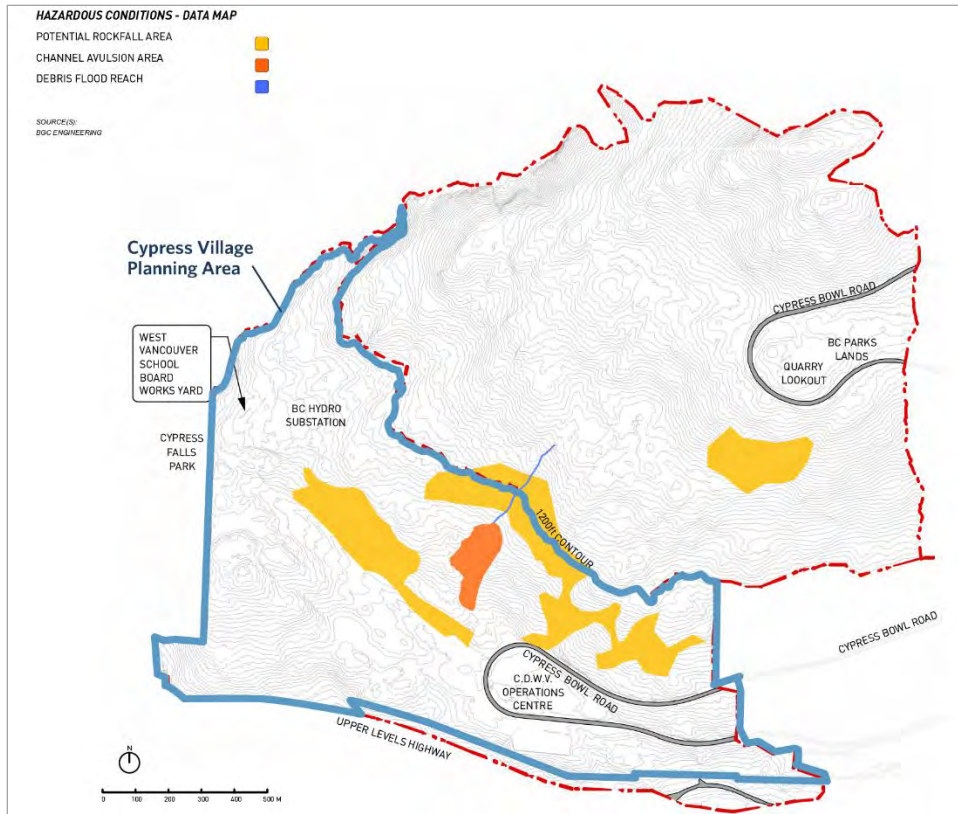
Terrain Features

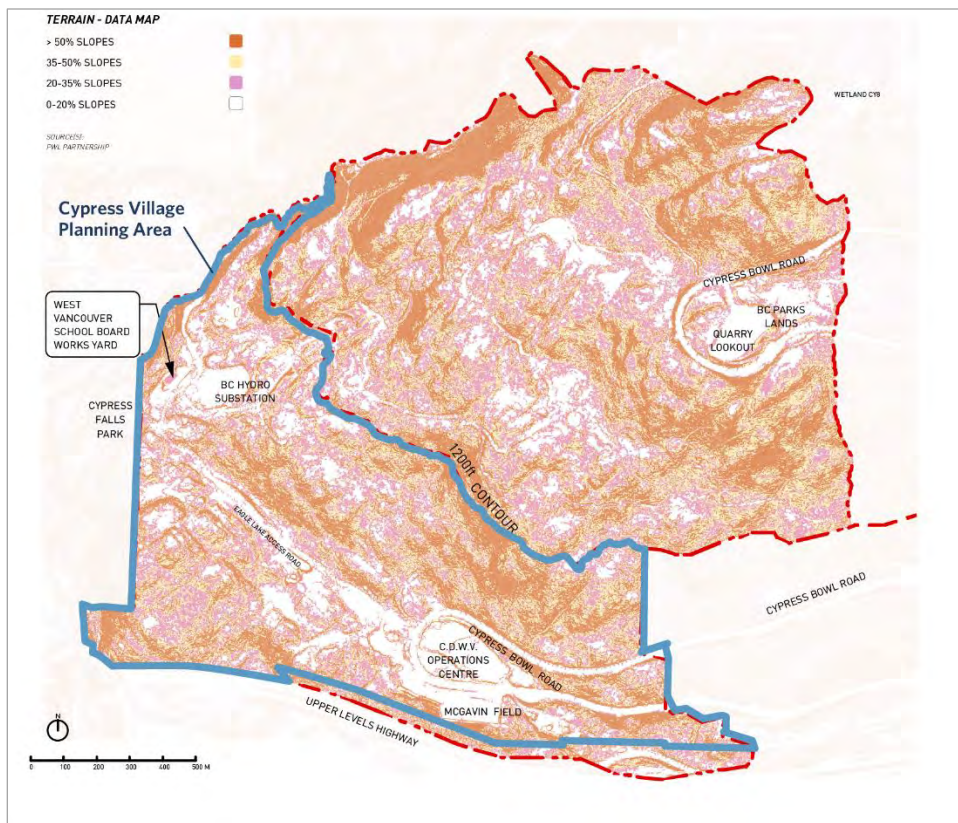
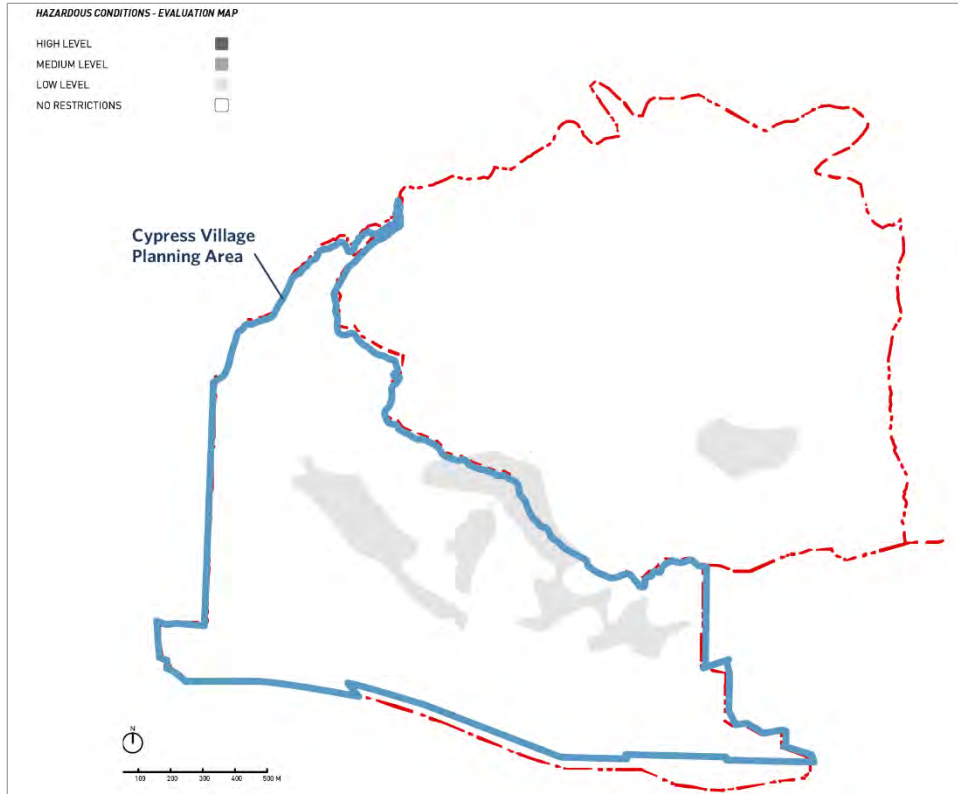
The terrain features in or above the Cypress Village planning area include topographic and geotechnical conditions.

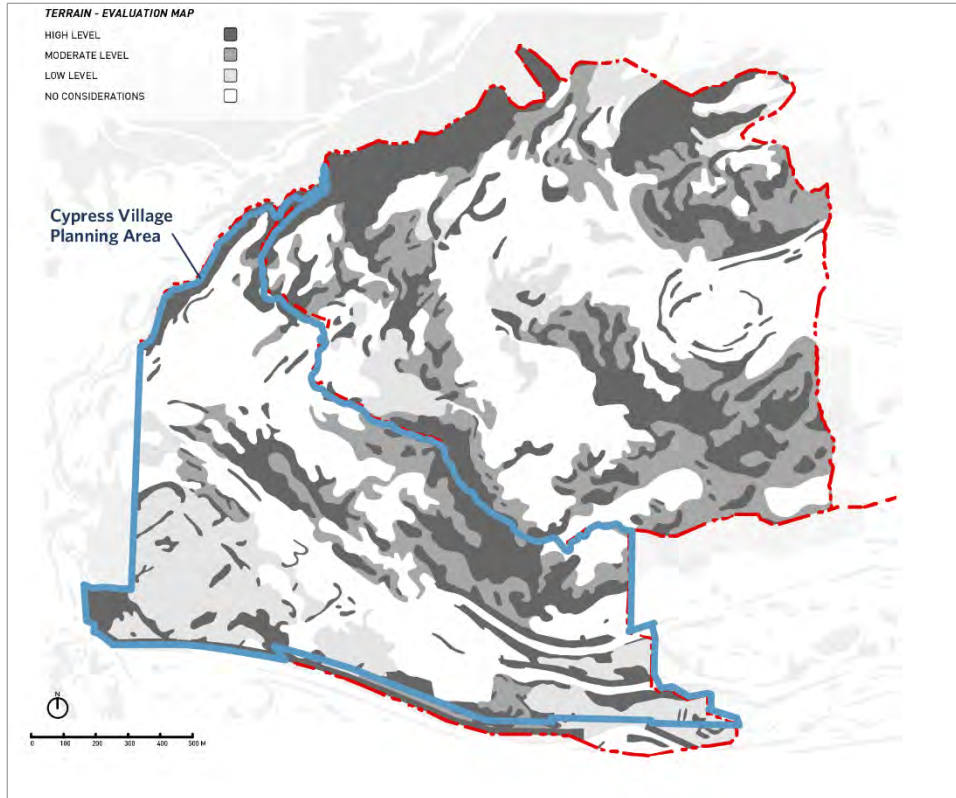
The topography, captured by LiDAR mapping, describes the steepness of the ground slopes. The geotechnical conditions, determined by professional engineers, describe the structural stability of the ground to support the construction of buildings and roads.

The evaluation of the terrain slopes was categorized based on the viability for constructing roads and buildings. Slope grades of 0% to 20%, which often correspond to areas with existing built features or roads, are deemed optimal for building and categorized with an evaluation of None. Low evaluation was given to slopes between 21% to 35% because these grades are fully permissible for development but may require different decisions for construction strategies. Slopes in the range from 36% to 50% were considered Moderate as the consistency of slope and proximity to other lesser or greater slopes would affect the feasibility of building in these locations. Grades over 50% were given a High evaluation level as they require significant intervention for development to occur. It should be noted that the complexity in building on the various slopes is also defined by the total area slope, contiguous length of slope runs, adjacencies and the connectivity to other features inside and outside of the study area. For example, a small knoll of steep slopes within a generally low slope area would not truly be a constraint that warrants a High evaluation. Similarly, a small to moderately sized low slope area within a larger steep slope condition may not be accessible and therefore would not be a realistic development area. The evaluation involved a significant exercise of synthesizing the slope map to provide a slope analysis more representative of practical development opportunities and constraints.

The terrain attributes were evaluated in relation to the physical constraint and/or consideration for level of effort to make developable or mitigate a hazard.





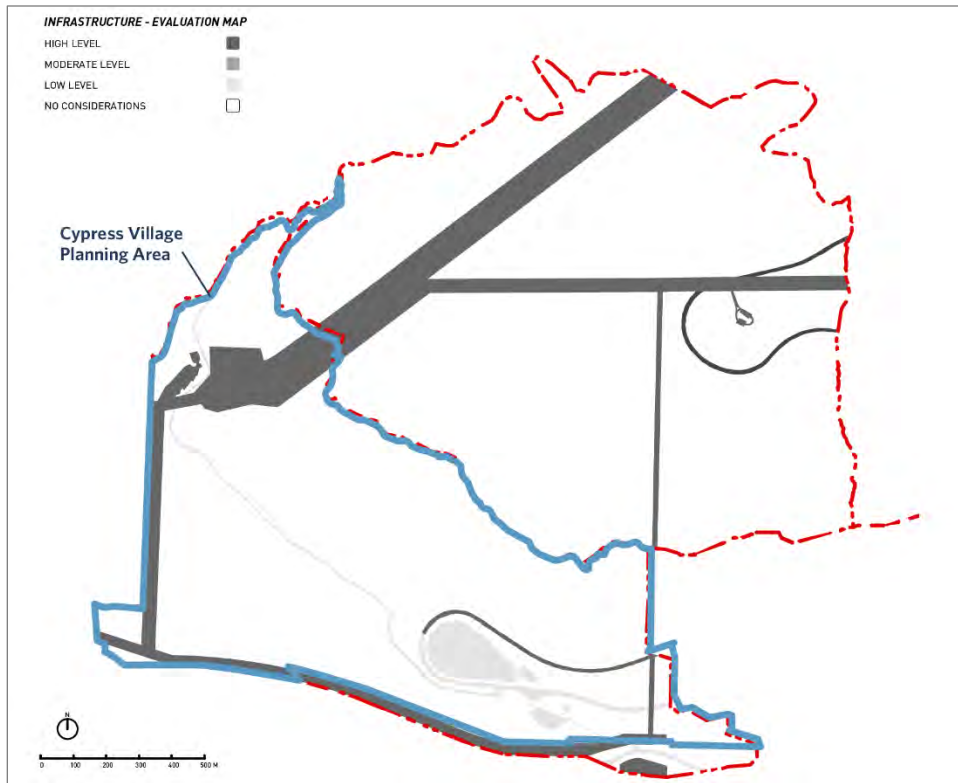
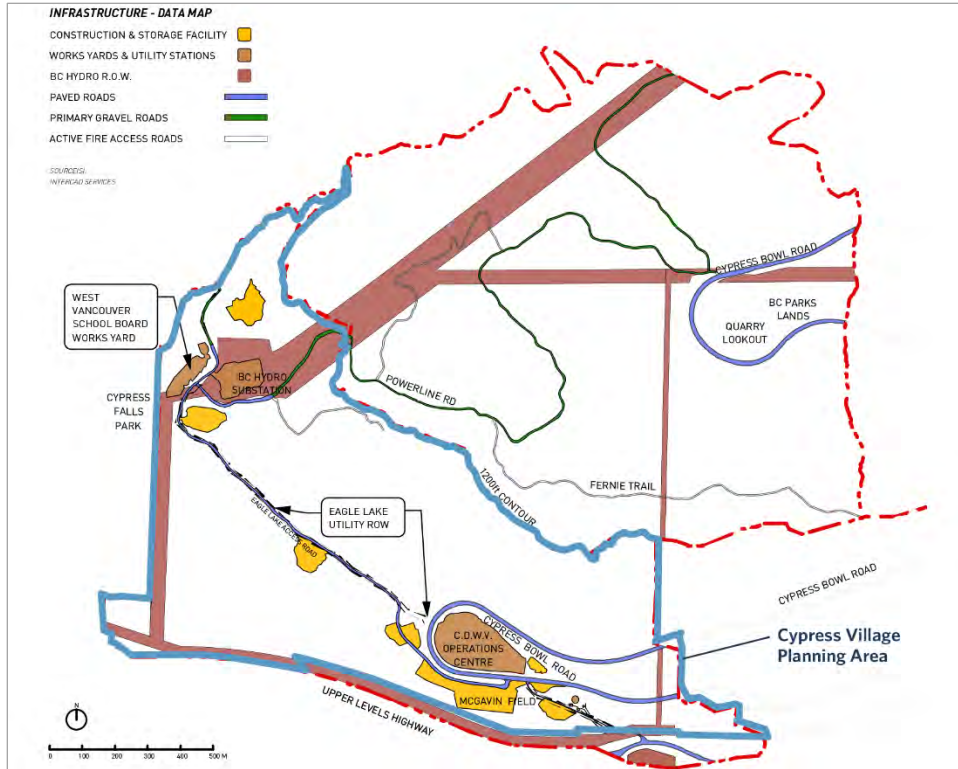


Infrastructure Features

The infrastructure features in or above the Cypress Village planning area include buildings, roads, and utilities. These features were mapped based on publicly available mapping and on-site investigations.

The Infrastructure Data Map identifies and names each infrastructure feature. These include operating works yards, roads including paved highways and gravel access roads, utility structures such as the BC Hydro Substation, and utility rights-of-way which impact setbacks for development.

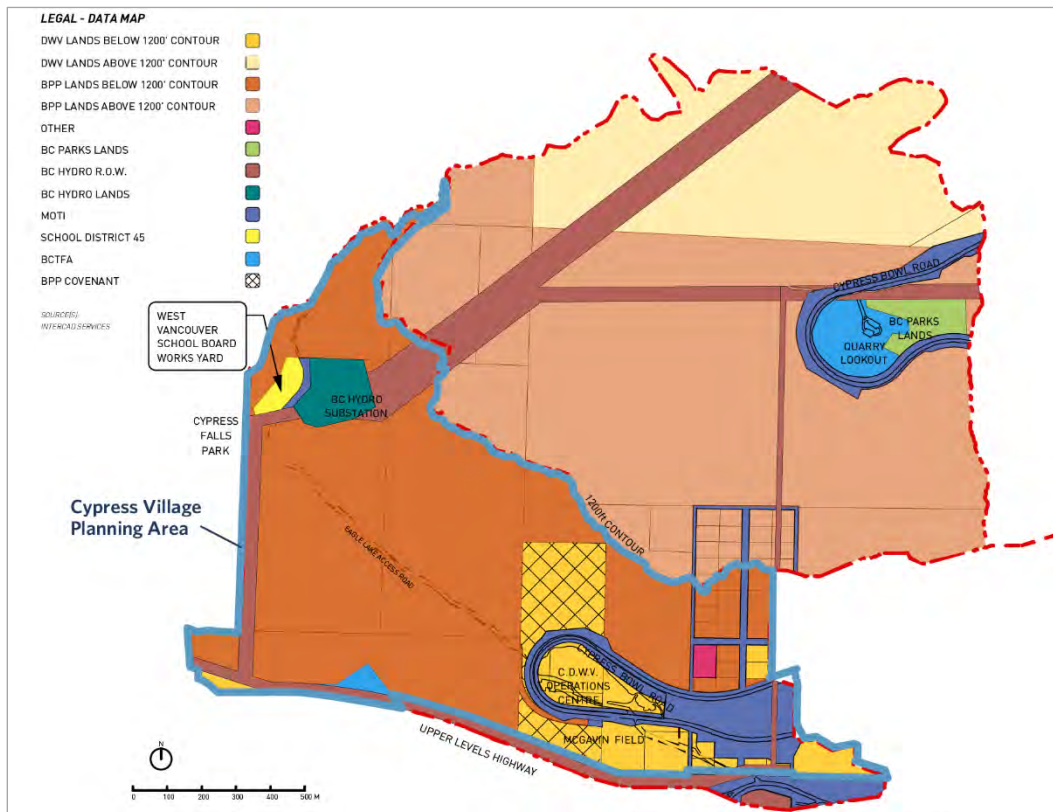
The infrastructure consideration is based on the physical form and technical function of each feature. Features that would be very difficult, impractical, or costly to relocate are given High consideration (such as the BC Hydro substation). Features that could be reasonably difficult or costs to relocate are given Moderate consideration (such as the School Board works yard), and features where development could occur are given Low consideration (such as the District's works yard).

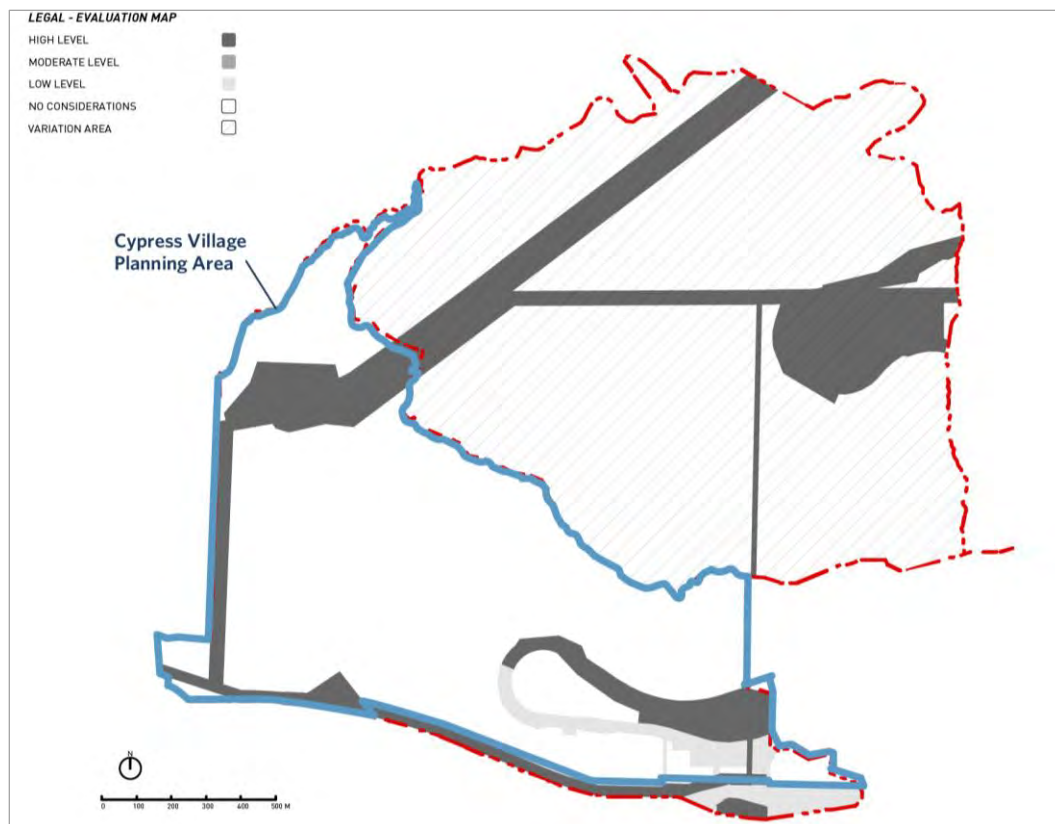


Legal Features

The legal features in or above the Cypress Village planning area include ownership, land use, and encumbrances. Ownership is defined as the owner on title, land use is defined as the existing land use designations in the District of West Vancouver's Official Community Plan, and encumbrances are defined as easements, covenants, rights-of-way, or access on the land or title. This data was collected from publicly available mapping.

The Legal Data Map identifies the location of each legal feature. The Legal Evaluation Map designates the majority of the lands and rights-of-way held by BC Hydro, MoTI, School District 45, and the Crown as High consideration as they are the least likely to be altered in ownership or land use. The exception is the most southern length of Cypress Bowl Road, for which there may be flexibility in considering possible re-alignments. Note that the road rights-of-way north of Cypress Bowl Road are shown as MoTI lands in the Legal Data Map but these have since been confirmed to be District road rights-of-way.





Recreational, Cultural, and Natural Features

Five recreational, cultural, and natural features were considered:

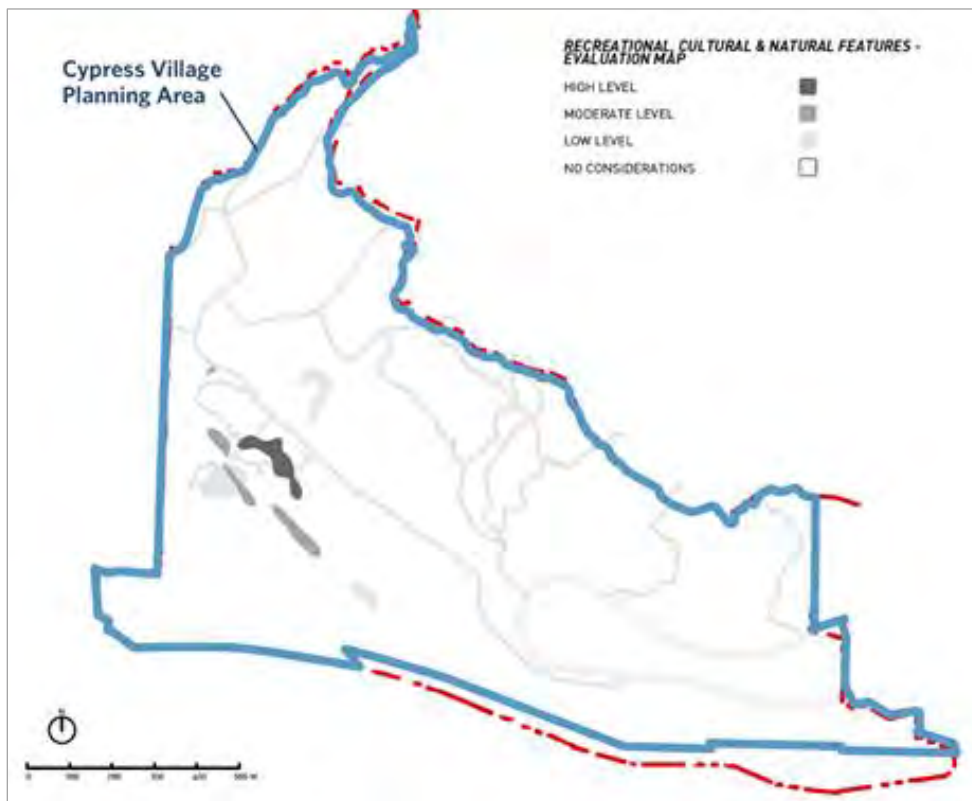
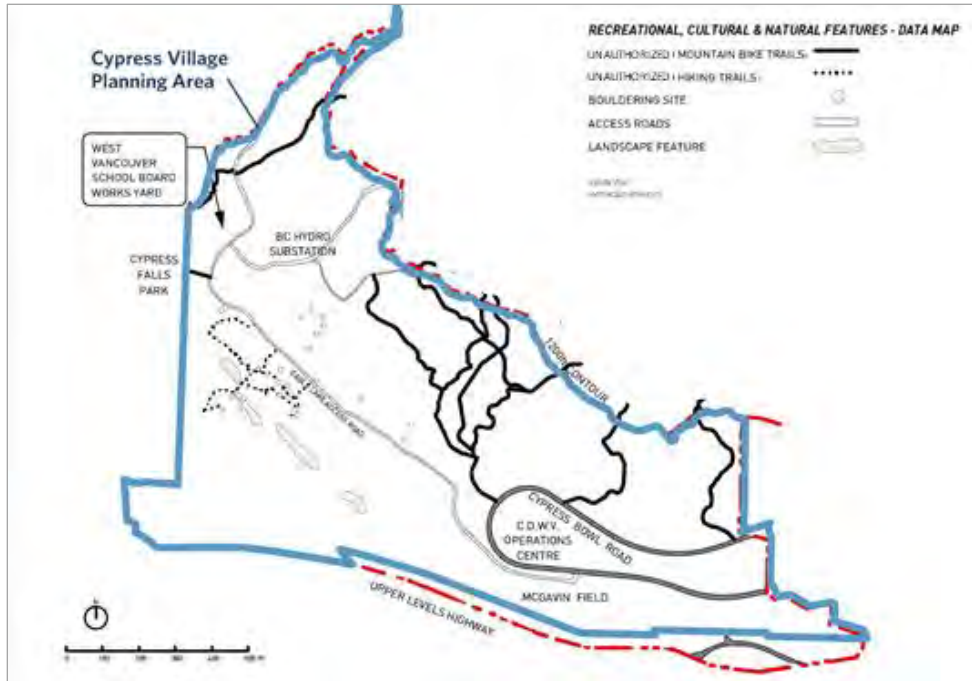
- Recreational landforms (topographical features that are valued in their form for active or passive recreation).
- Landscape features (elements of the landscape that are visually appealing and which represent natural or archetypal character of the area).
- Trails (unauthorized hiking and mountain biking trails).
- Heritage (cultural features in the landscape). No heritage artifacts have been found or are known about in the study area.
- Trees (individual or stands of trees that have value from a human perspective not an ecological function). Arbutus trees, which have some cultural significance, sometimes occur in the rock outcrop habitats which are shown in the Terrestrial Data Map.

This data was collected from publicly available mapping and on-site survey work. The Recreational, Cultural, and Natural Features Data Map shows the location of these features. All of the recreation features are unauthorized uses on private land.

The cultural consideration Recreational, Cultural, and Natural Features Evaluation Map shows the overall consideration of community and amenity values of landscape features, recreational opportunities, and trails and an evaluation of the possibility of relocating a feature (e.g. a trail can be relocated but a large boulder cannot be relocated or easily replicated).

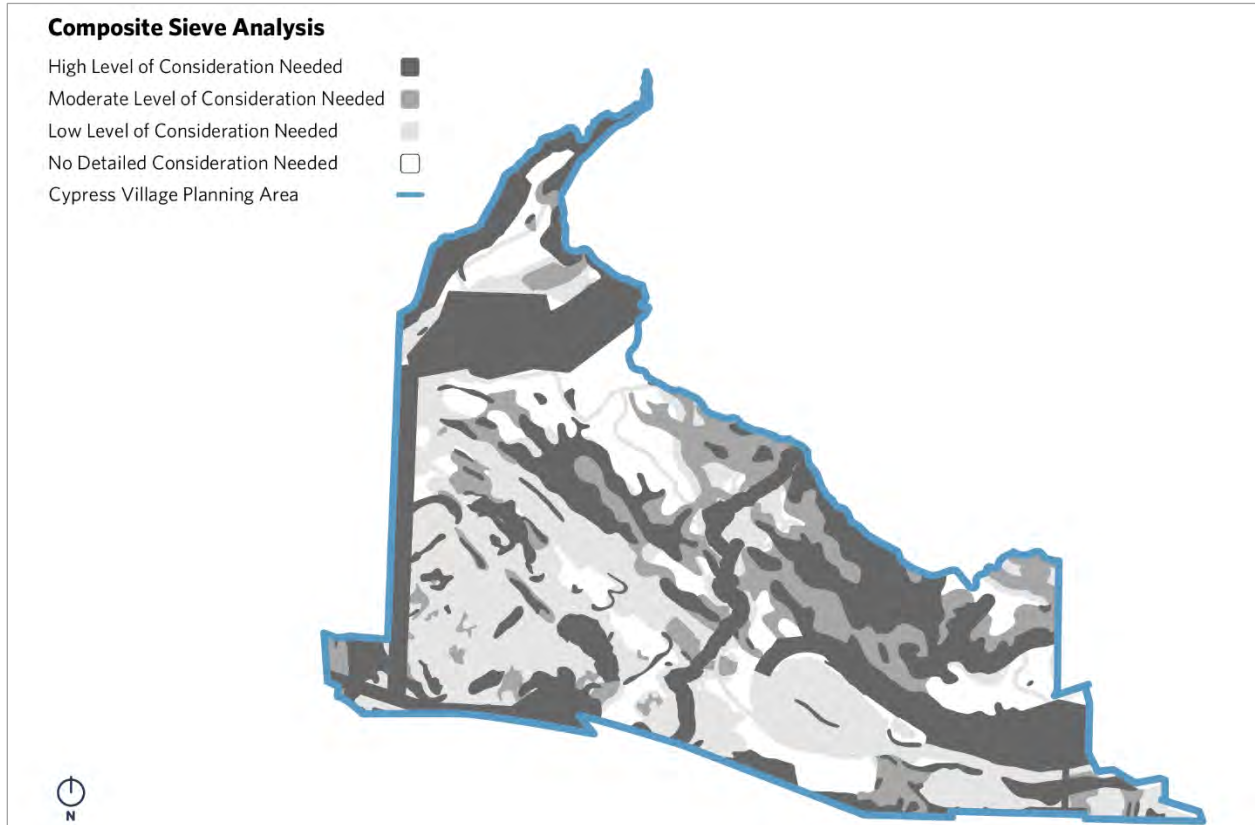
Note that an Archaeological Impact Assessment (AIA) is being conducted for the development lands in Cypress Village, but an AIA was not available at the time of the sieve analysis.

Also note that some of the existing (unauthorized) trails have changed since the time of the sieve analysis.



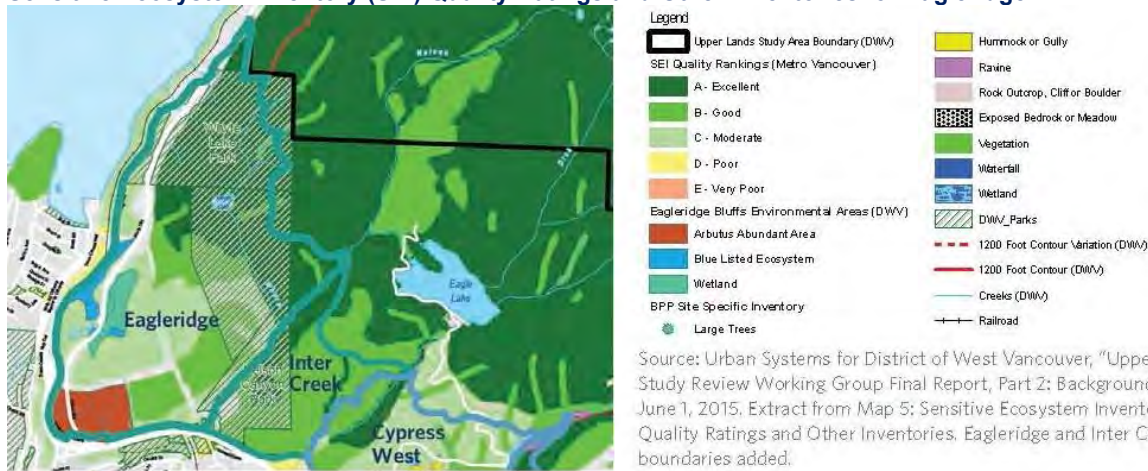
Composite Sieve Analysis

The Cypress Village planning area has many different physical elements. Taking into account the mapping and evaluation of the six main features, the composite sieve analysis creates the environmental framework for where new development should be concentrated in Cypress Village. Generally, areas with a composite sieve analysis of 'No Consideration' or 'Low Consideration' are the best suited for development opportunities. Development is also possible in areas with 'Moderate Consideration' or 'High Consideration' but requires a more involved and comprehensive review of implications.

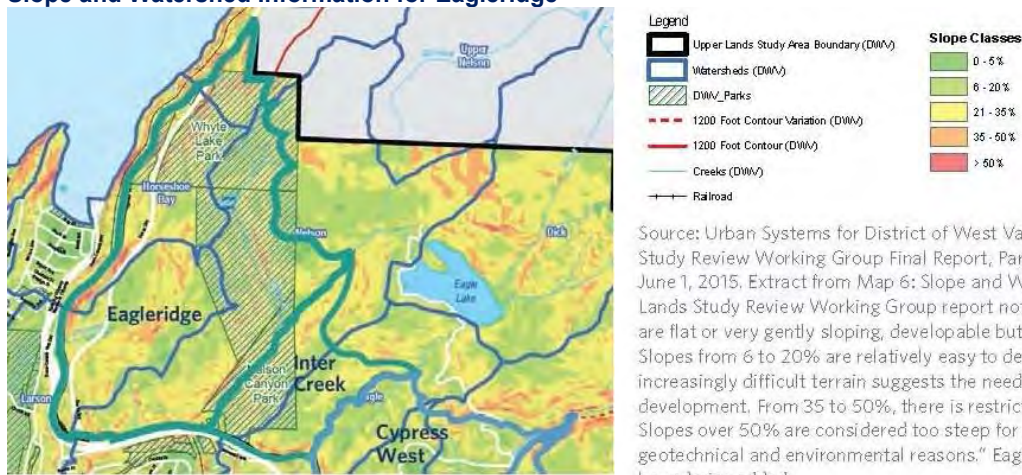


Appendix E: Environmental Information about the Lands in Eagleridge from the Upper Lands Working Group Final Report

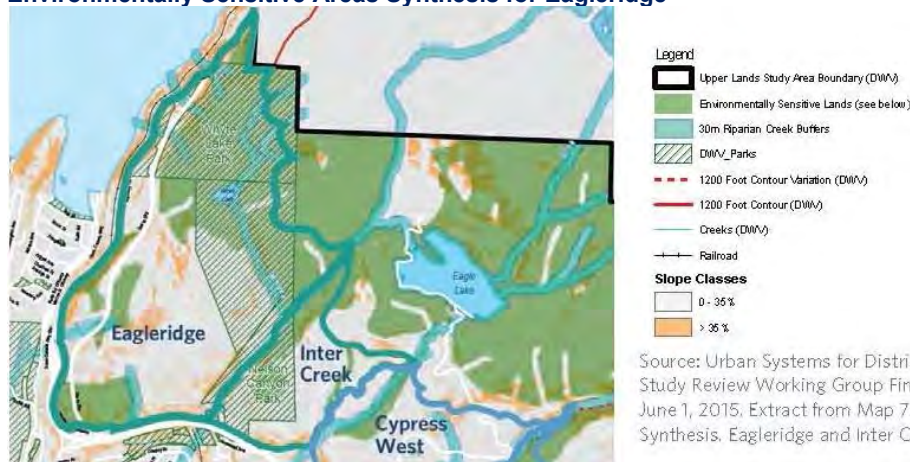
Sensitive Ecosystem Inventory (SEI) Quality Ratings and Other Inventories for Eagleridge



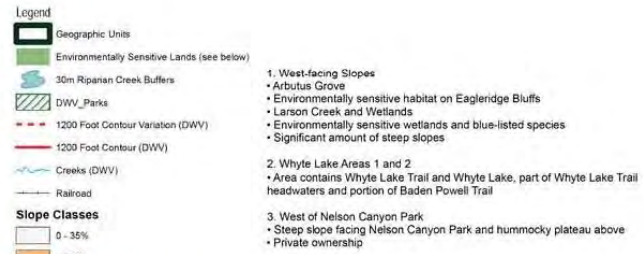
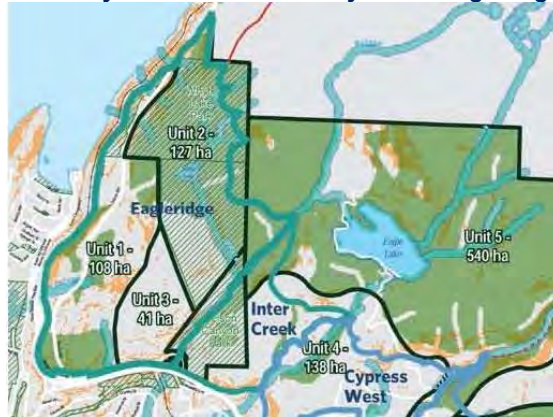
Slope and Watershed Information for Eagleridge



Environmentally Sensitive Areas Synthesis for Eagleridge

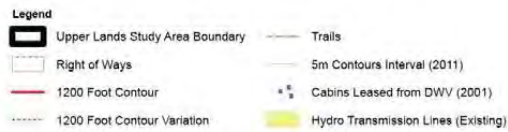


Summary Environmental Analysis for Eagleridge



Source: Urban Systems for District of West Vancouver, "Upper Lands Study Review Working Group Final Report, Part 2: Background Report." June 1, 2015. Extract from Map 8: Summary Analysis. Eagleridge and Inter-Creek boundaries added.

Contours for the Eagleridge Lands



Source: Urban Systems for District of West Vancouver, "Upper Lands Study Review Working Group Final Report, Part 2: Background Report." June 1, 2015. Extract from Contours map. Eagleridge and Inter-Creek boundaries added.

Watersheds in and Near Eagleridge



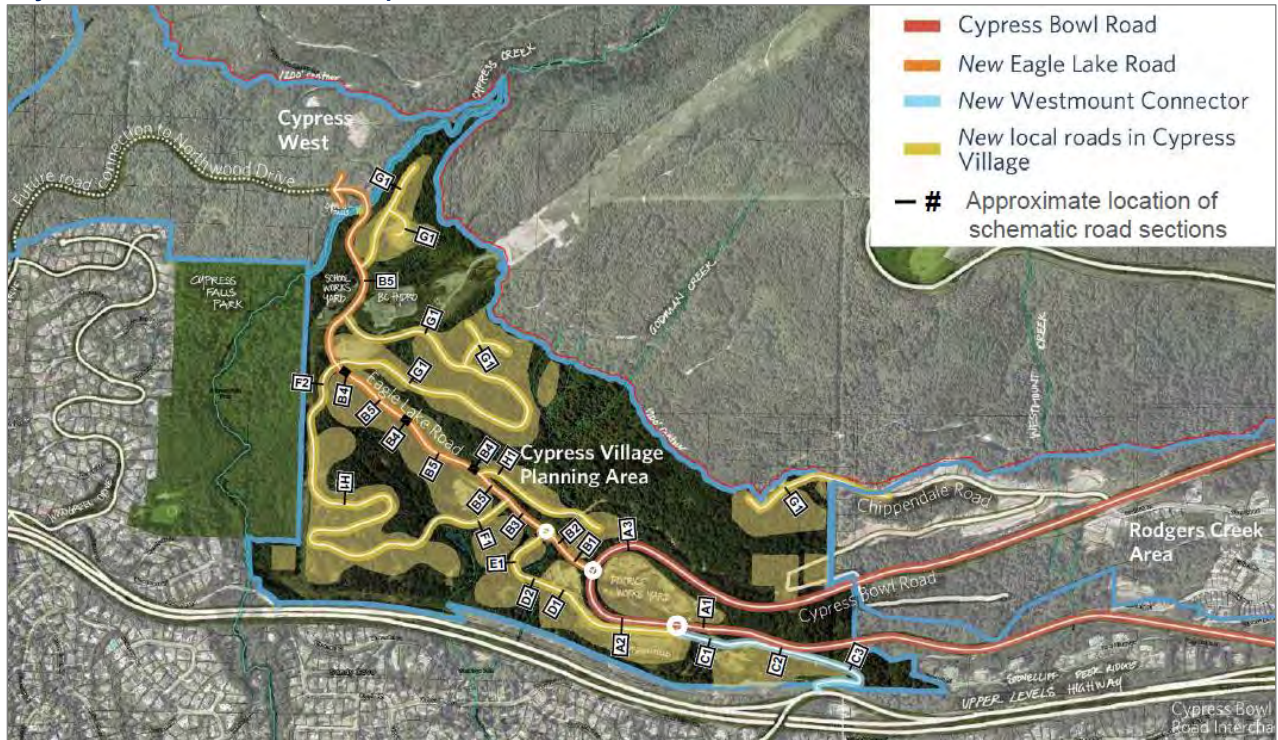
Source: Urban Systems for District of West Vancouver, "Upper Lands Study Review Working Group Final Report, Part 2: Background Report." June 1, 2015. Extract from Watersheds map. Eagleridge and Inter-Creek boundaries added.

Appendix F: Schematic Road Sections for Cypress Village

This Appendix provides typical streetscape sections for the roads in Cypress Village. The sections are schematic in nature and will be refined during the detailed design.

The streetscape sections are keyed to the following image:

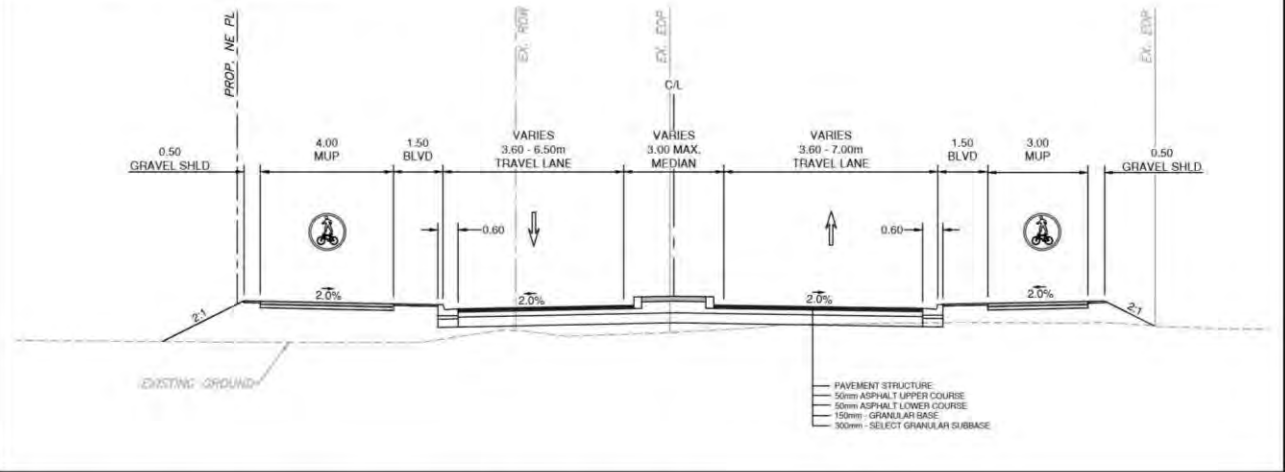
Key Plan for Schematic Streetscape Sections



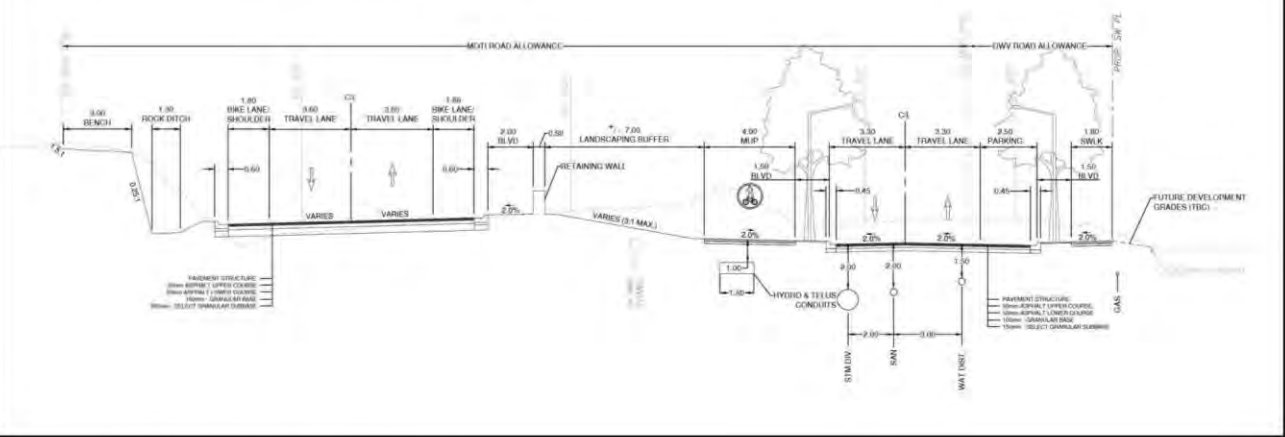
Note: The locations of the bus stop cross sections (B4) are represented schematically on this Key Plan, but the final locations will be confirmed at detailed design.

Schematic Streetscape Sections

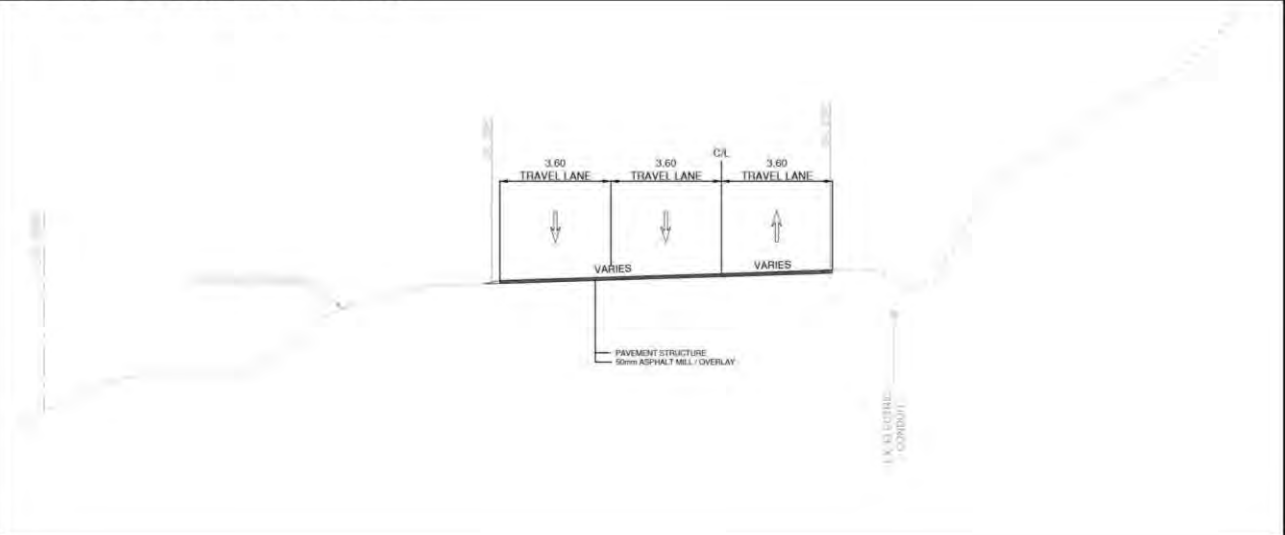
A1 – Cypress Bowl Road (Collector)



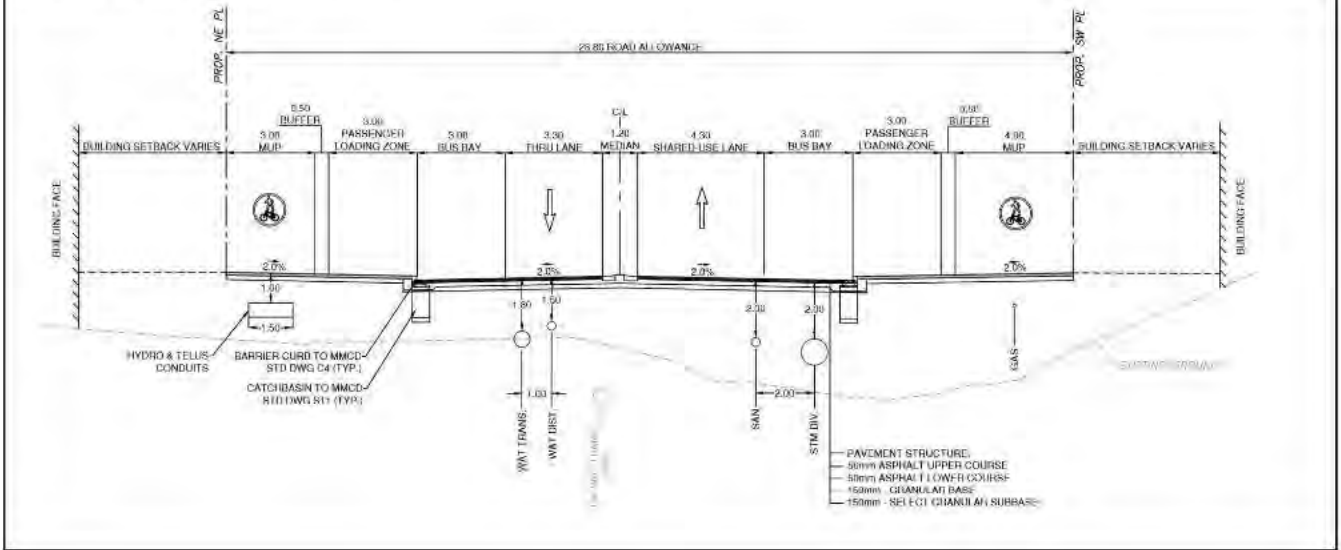
A2 – Cypress Bowl Road (Collector) and Village Street (Local)



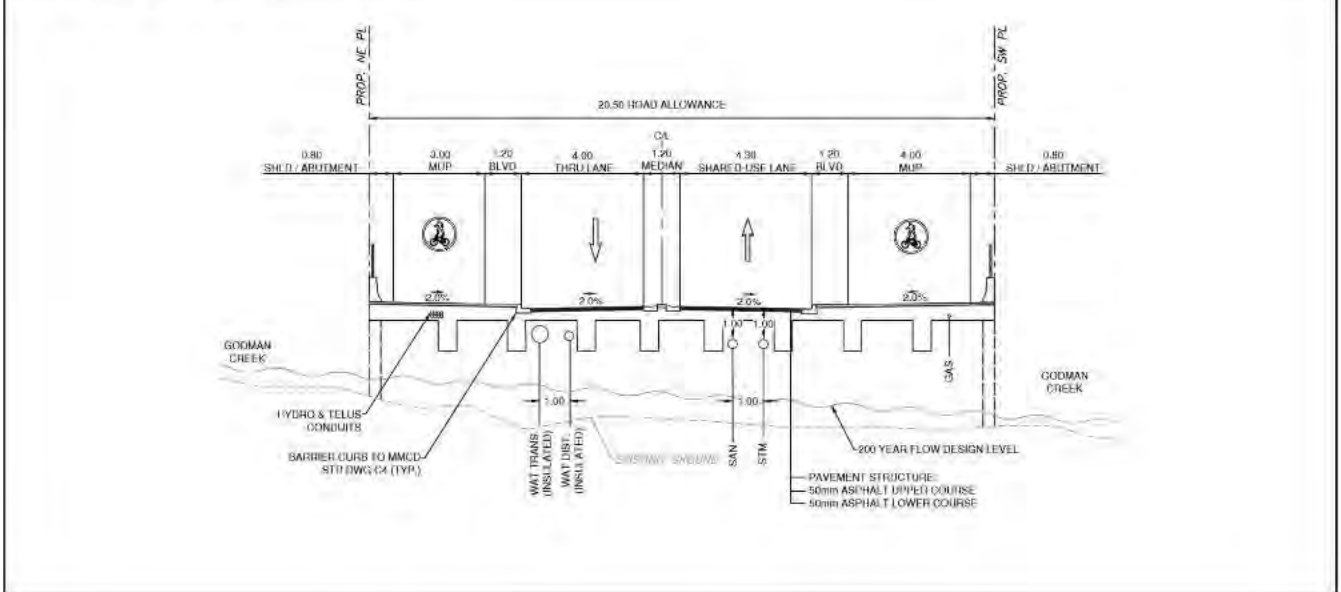
A3 – Cypress Bowl Road (Collector)



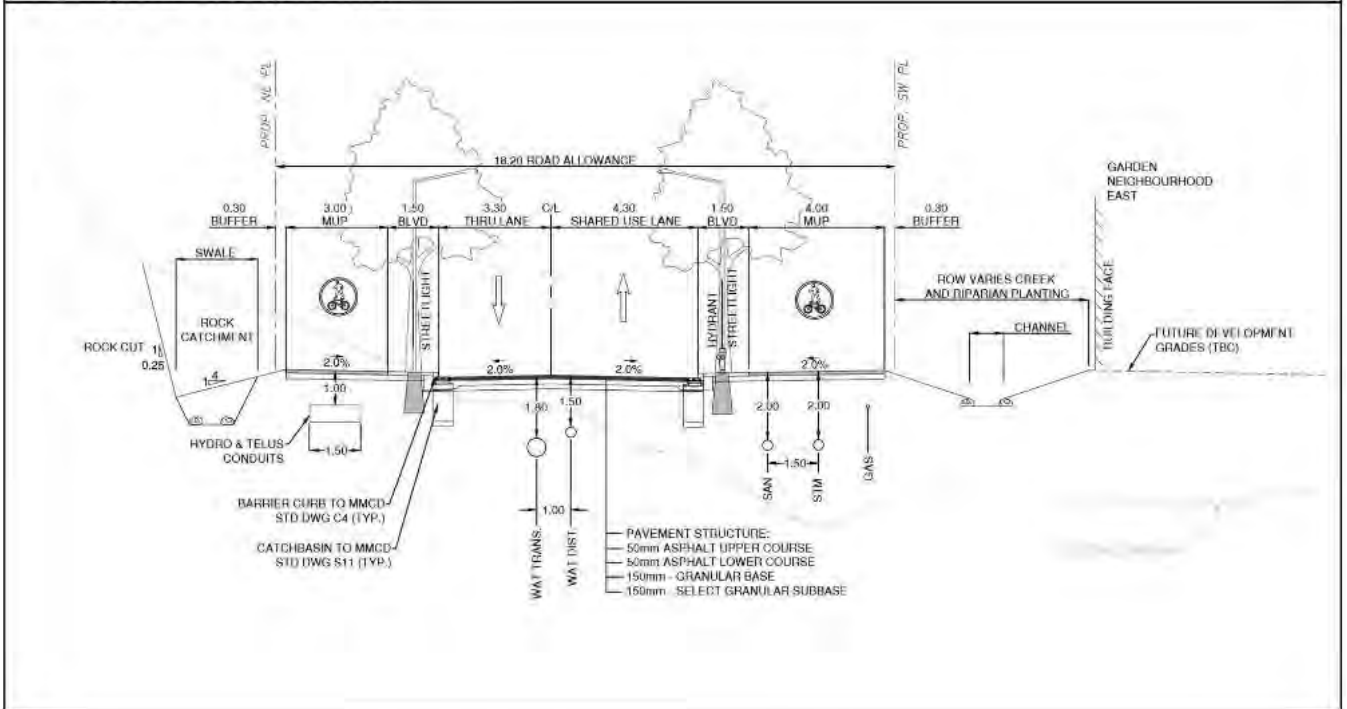
B1 – Eagle Lake Road (Collector)



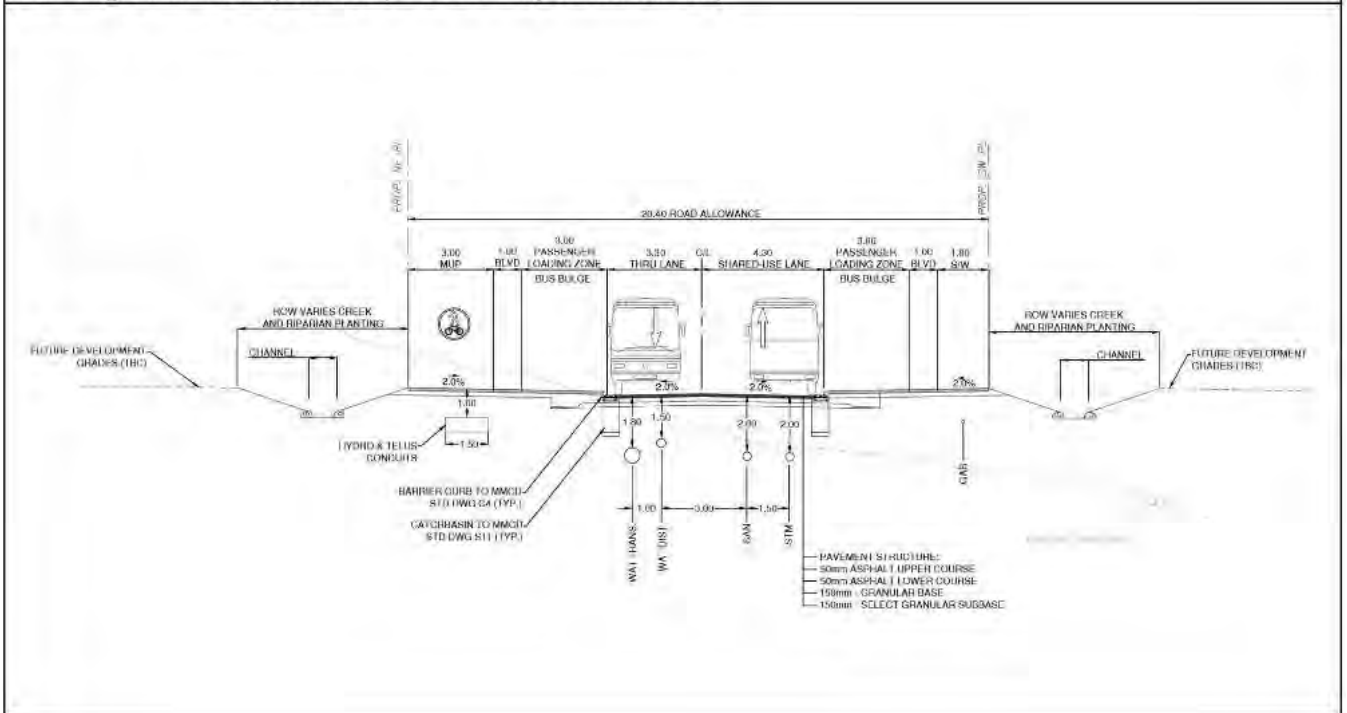
B2 – Eagle Lake Road (Collector)



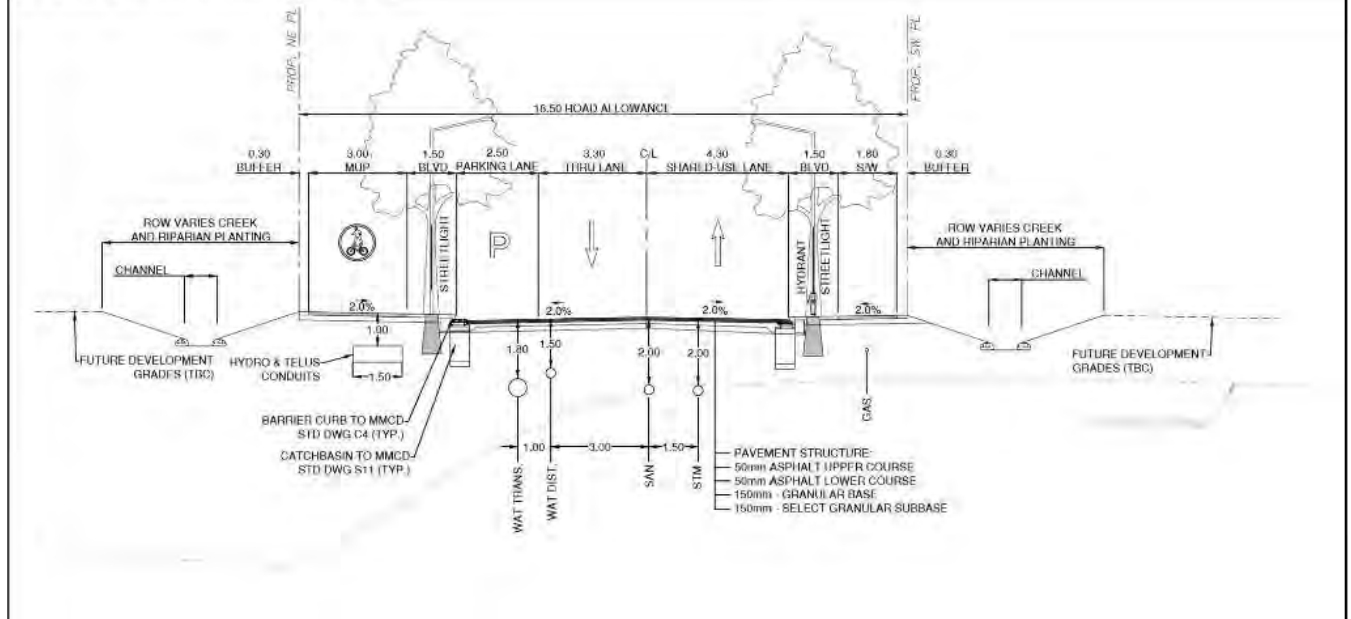
B3 – Eagle Lake Road (Collector)



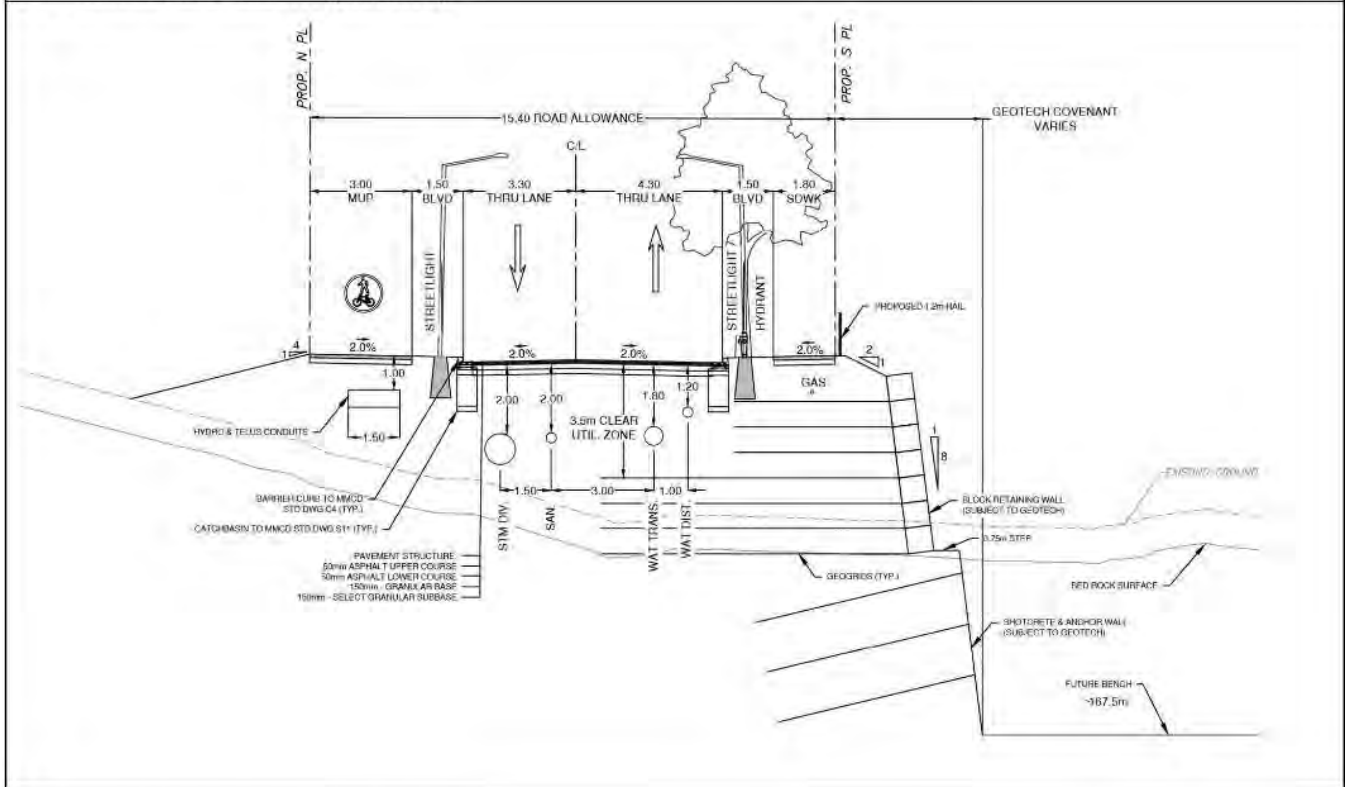
B4 – Eagle Lake Road (Collector) – at Bus Stop Locations Only



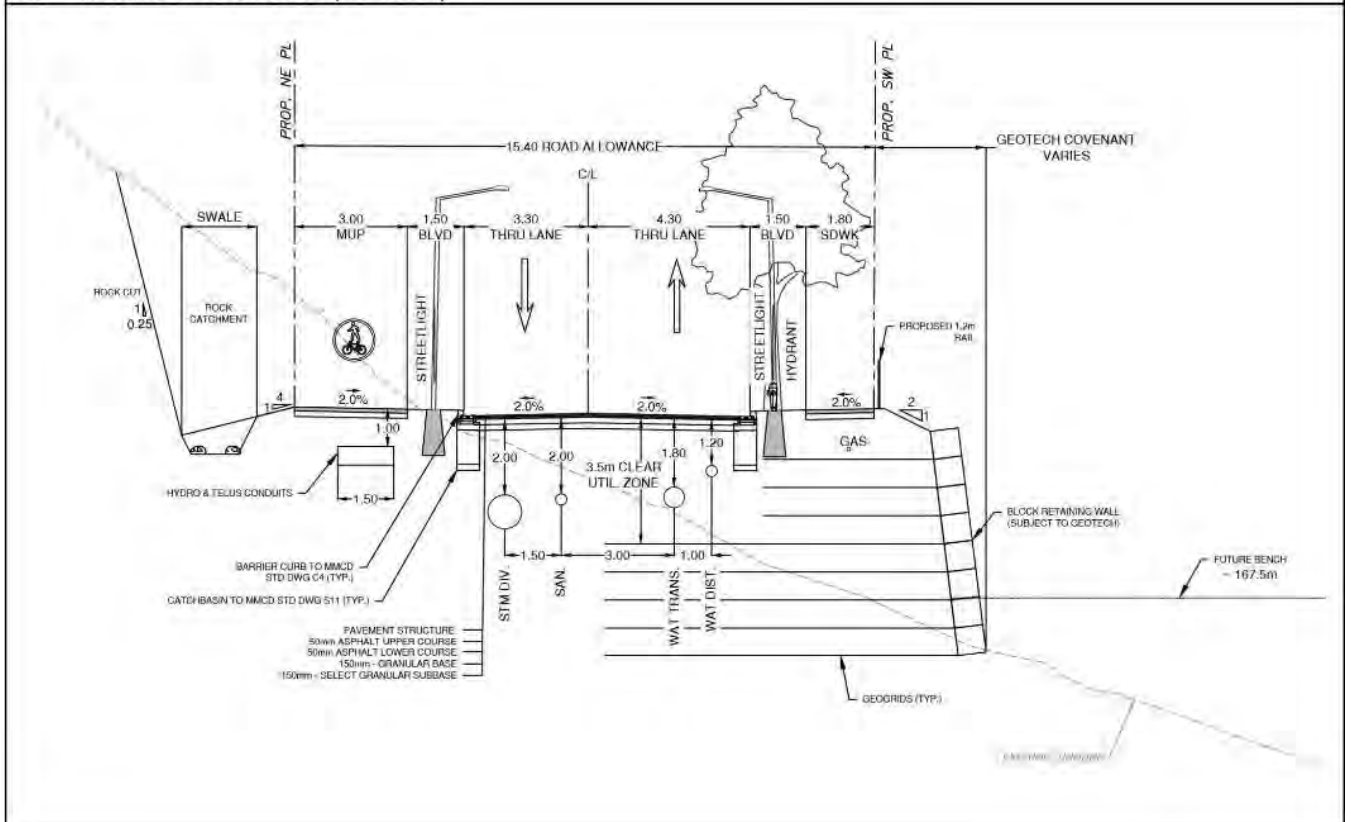
B5 – Eagle Lake Road (Collector)



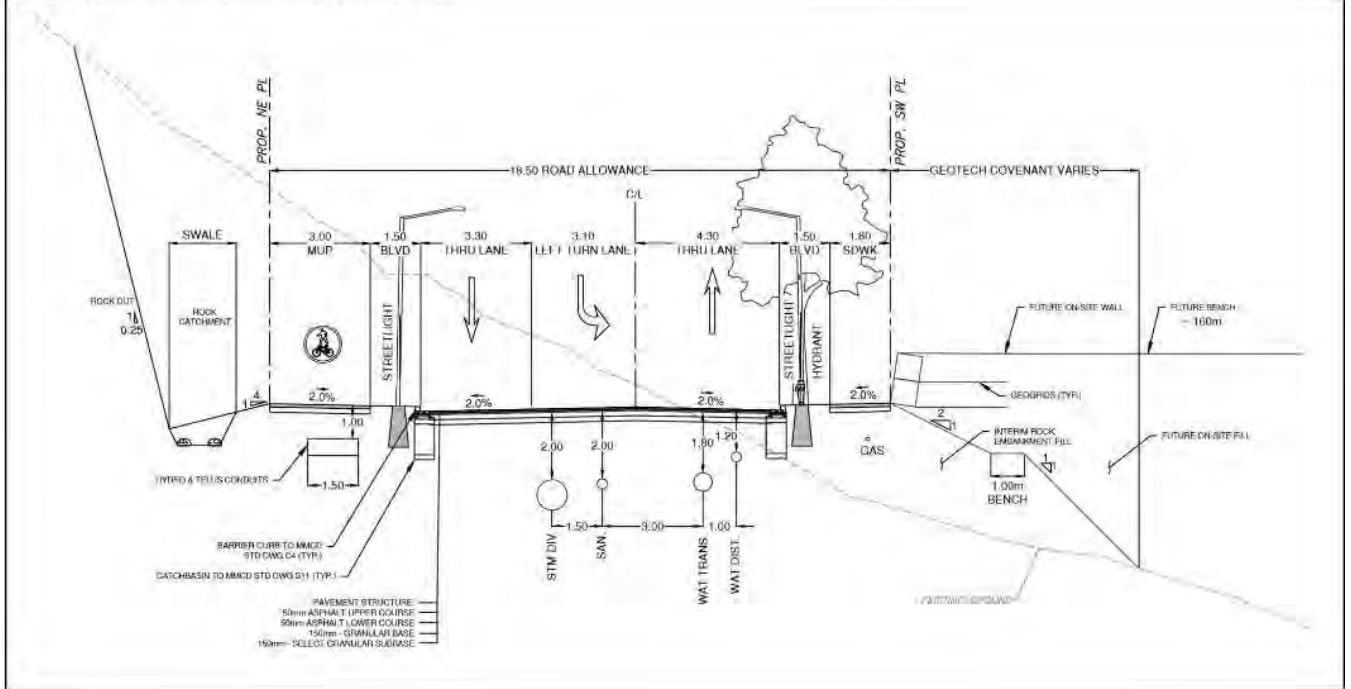
C1 – Westmount Connector (Collector)



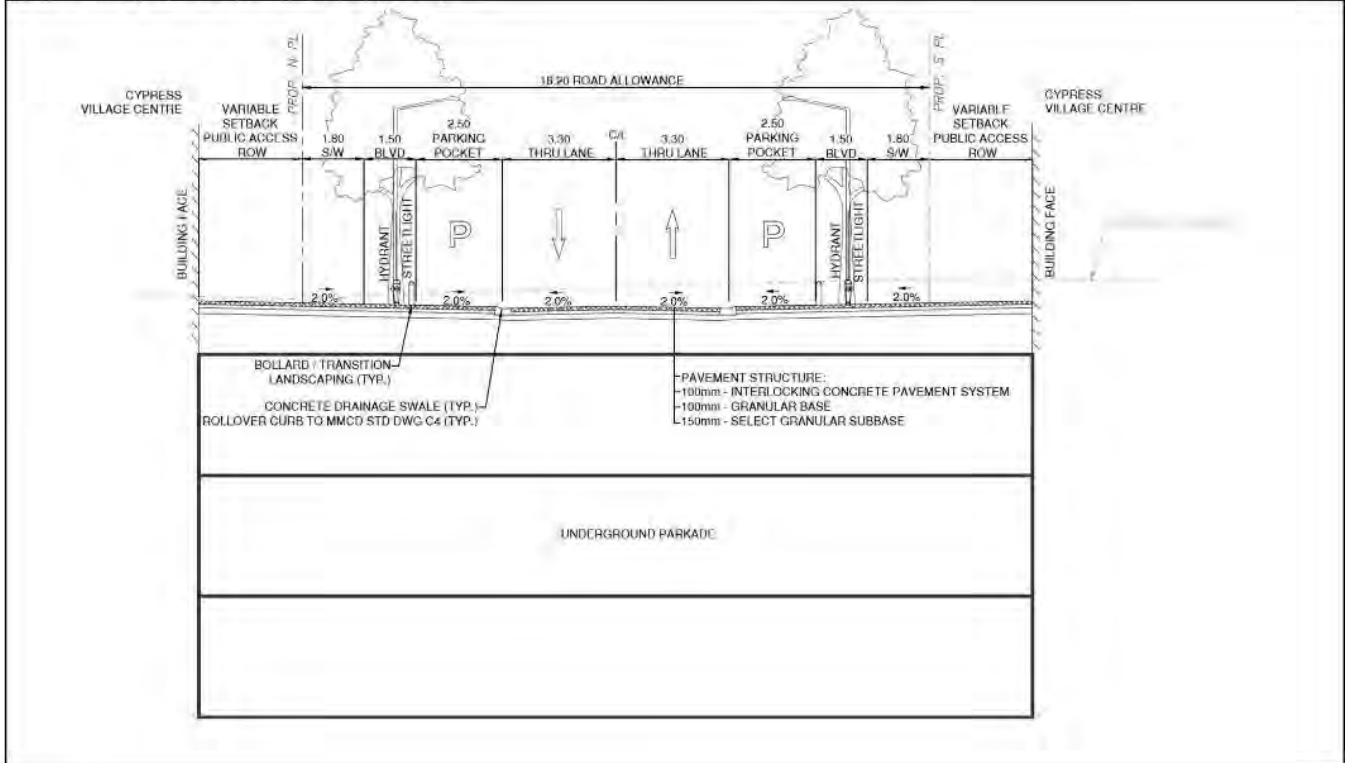
C2 – Westmount Connector (Collector)



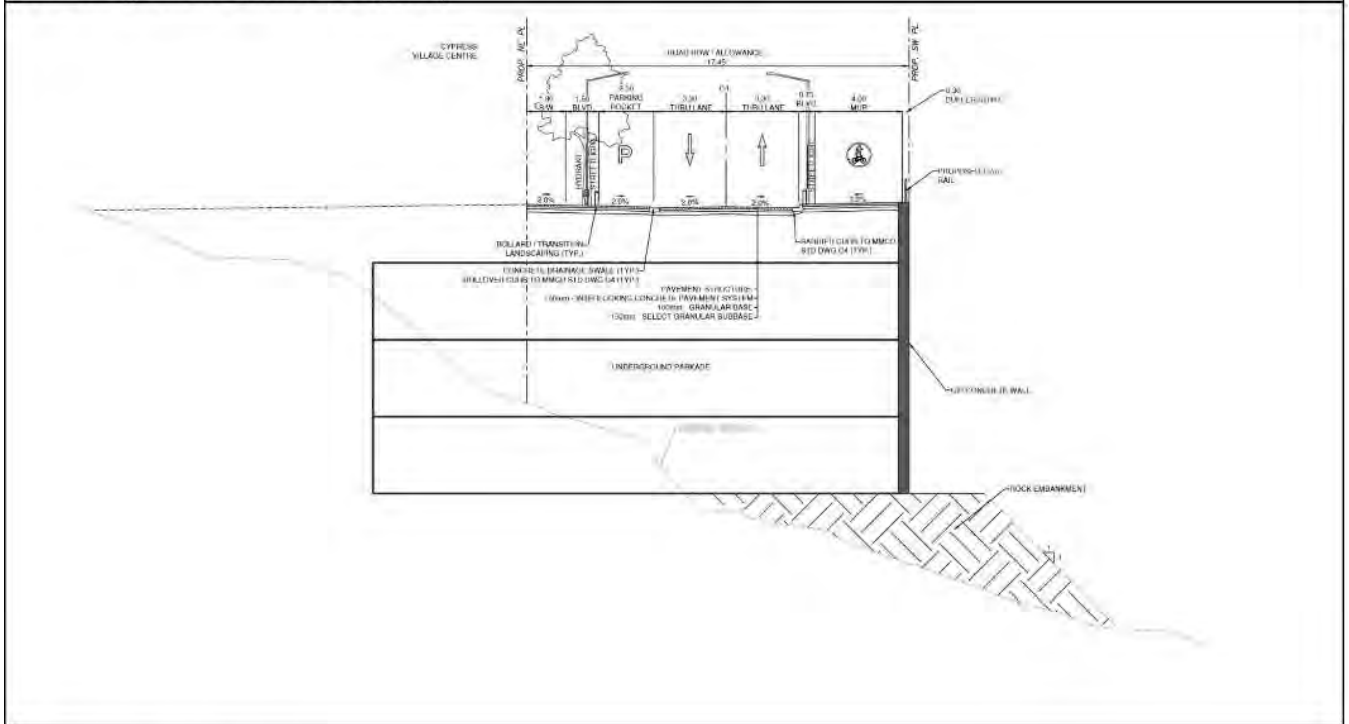
C3 – Westmount Connector (Collector)



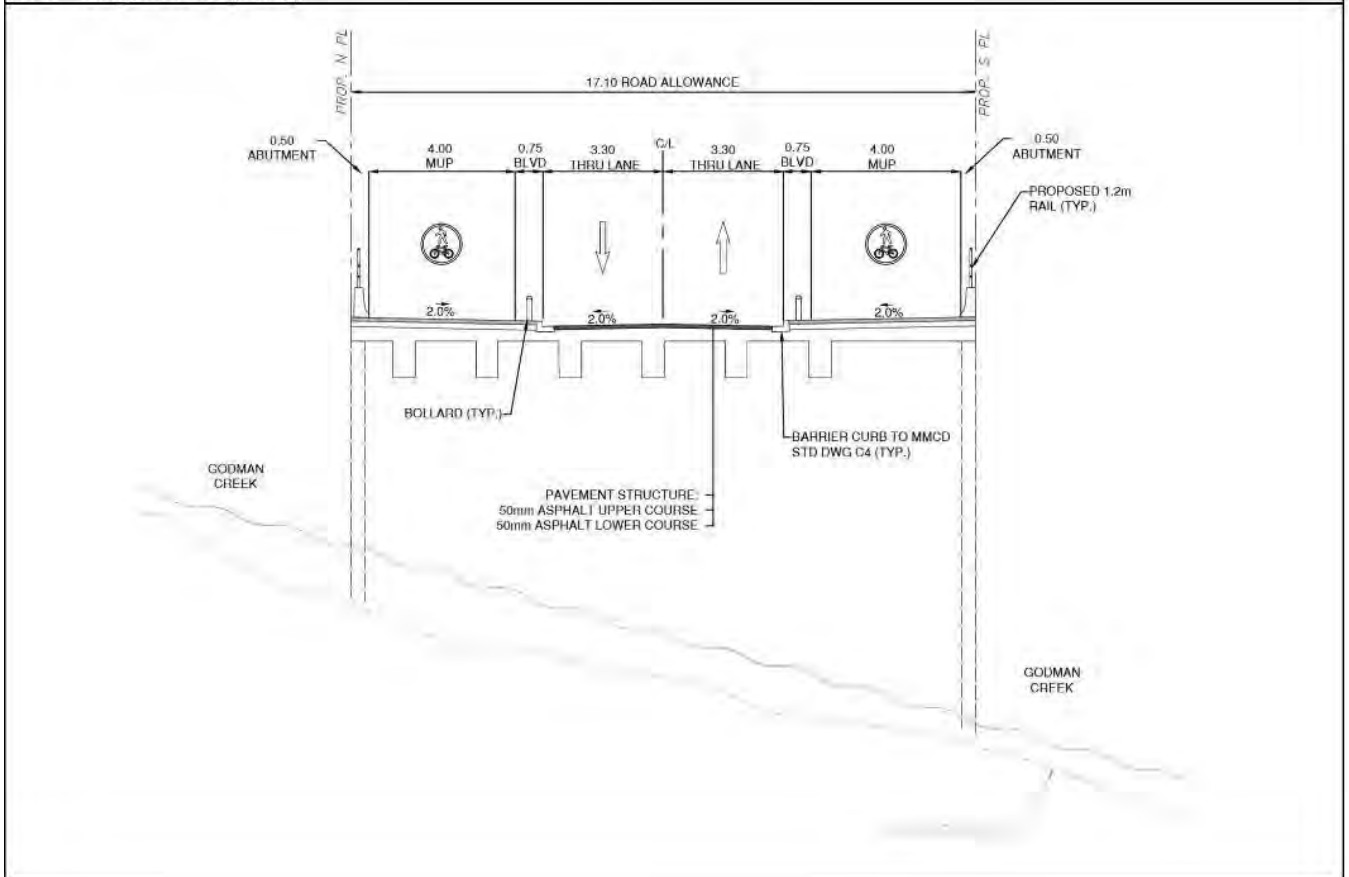
D1 – Village Street Alternative 1 (Local)



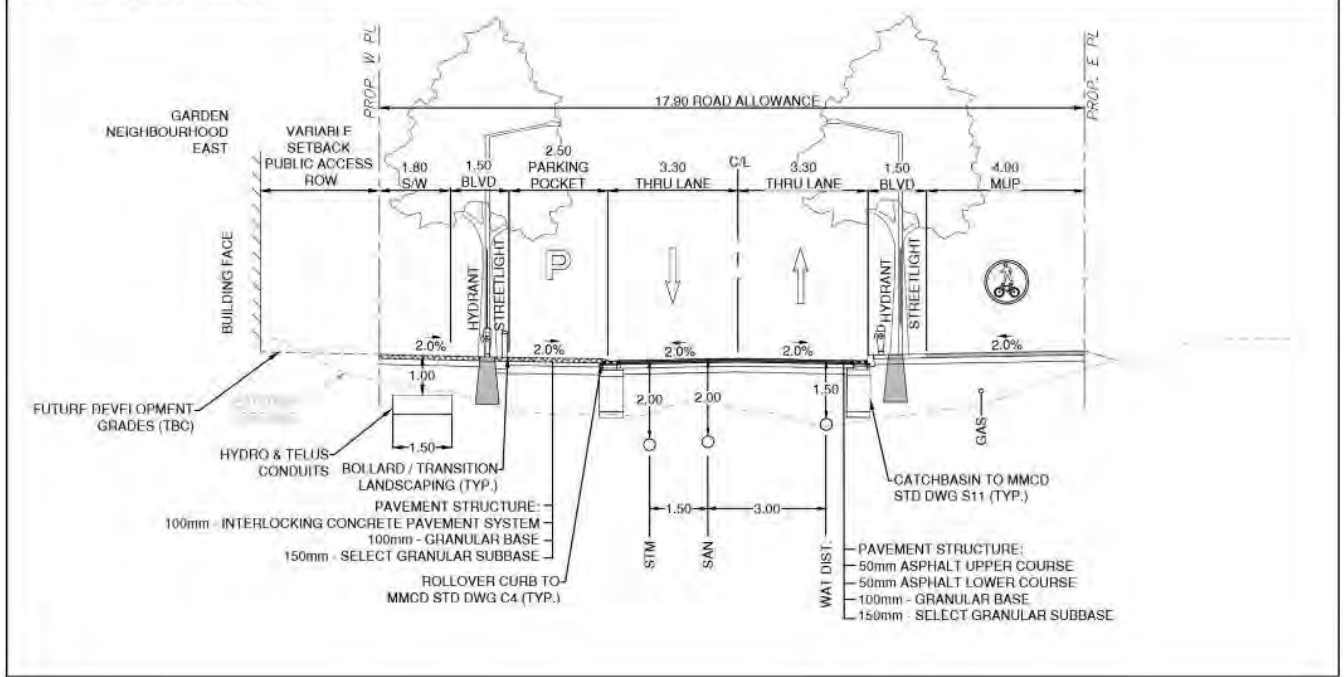
D1 – Village Street Alternative 2 (Local)



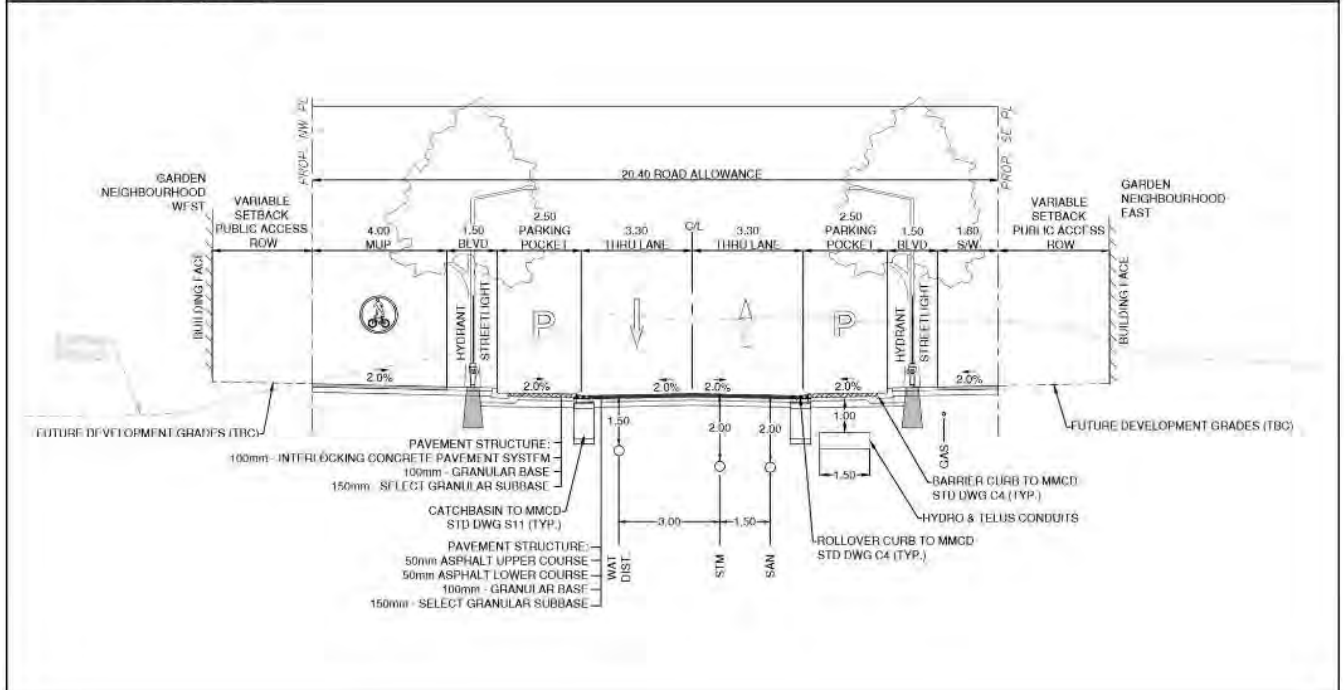
D2 – Village Street (Local)



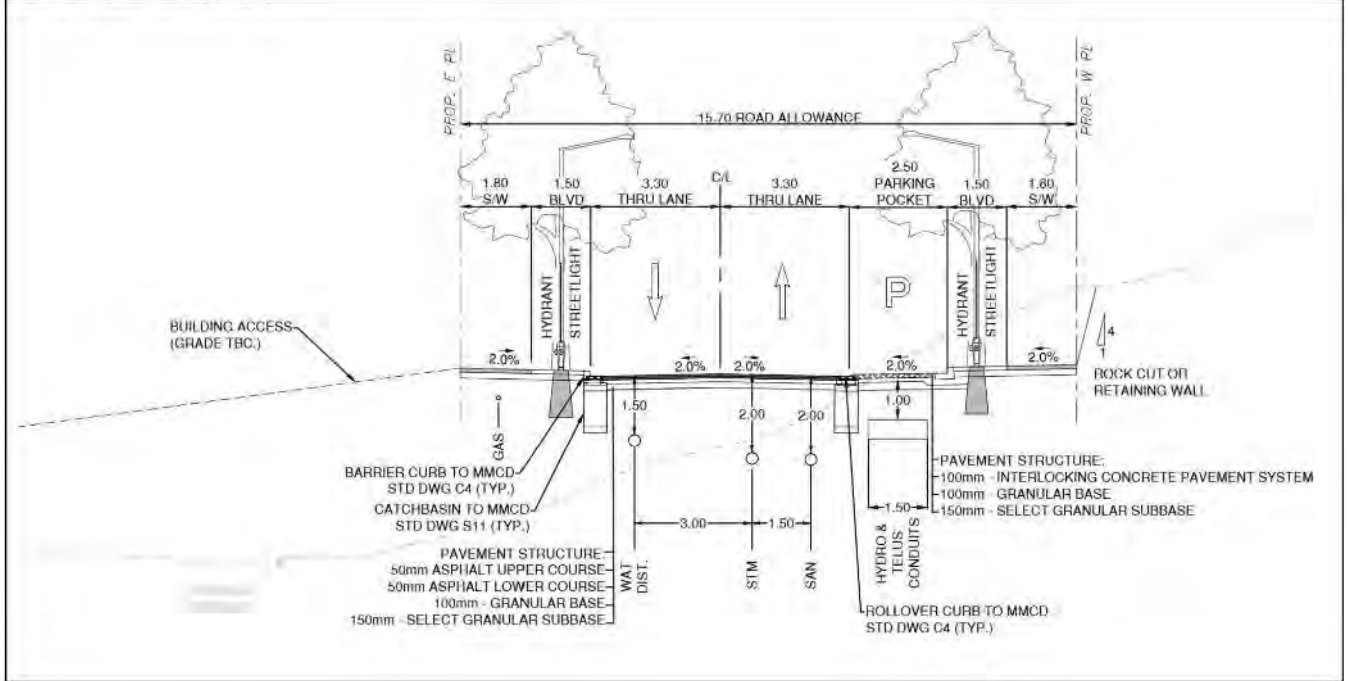
E1 – Local Road (Local)



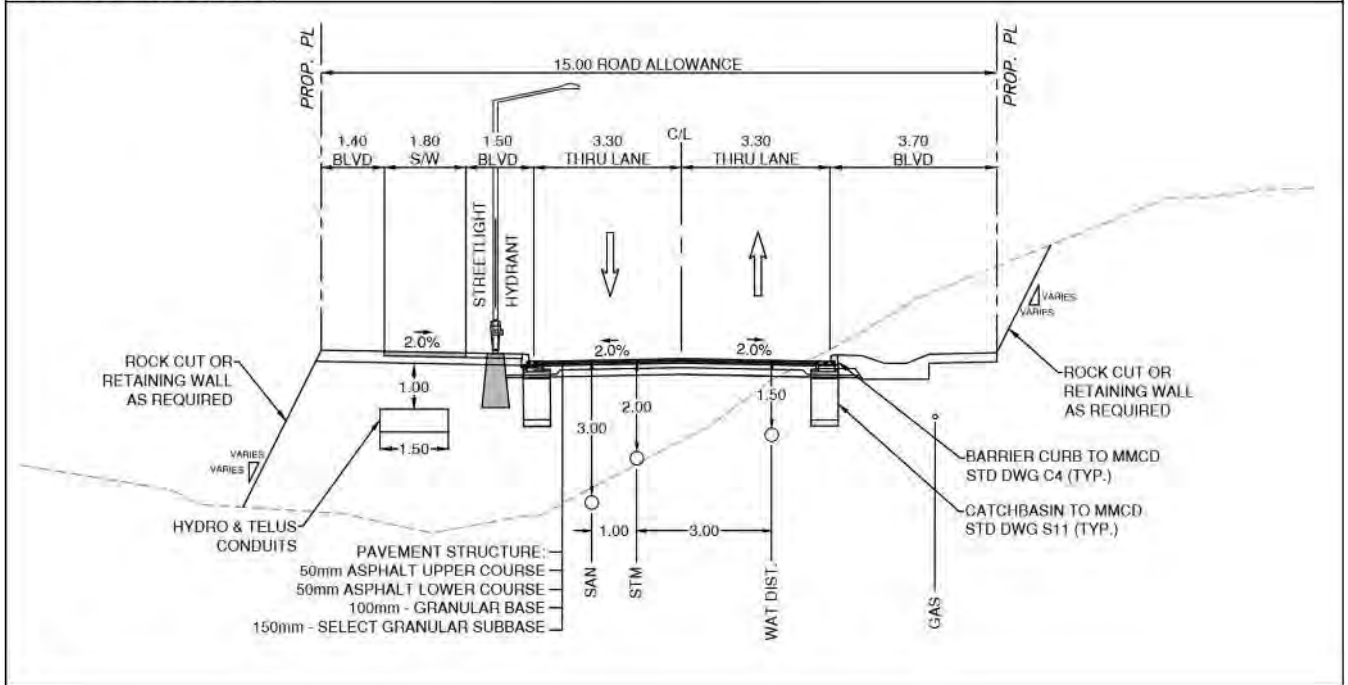
F1 – Local Road (Local)



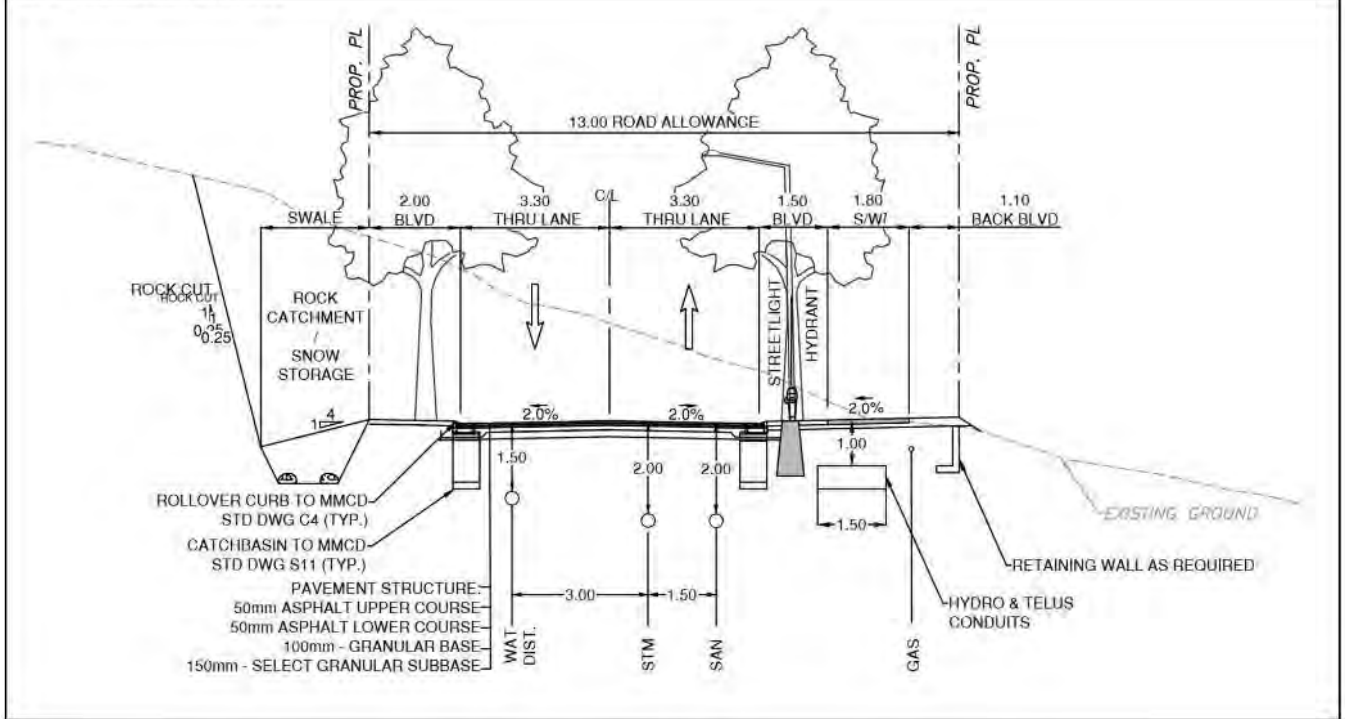
F2 – Local Road (Local)



G1 – Local Road (Local)



H1 – Local Road (Local)



Appendix G: Form and Character of Development Precedents Study

Cypress Village: Precedents Study

The planning team explored precedents that could be drawn upon for ideas and inspiration for the form and character of Cypress Village.

First, the precedents include images showing good examples of:

- Mixed-use core areas.
- Multi-family residential projects in a natural setting.
- Sensitive integration of urban development with natural environments.

Second, the precedents include profiles of other master-planned communities in the region, including:

- Wesbrook Village at UBC.
- UniverCity at SFU's Burnaby Campus.
- Newport Village in Port Moody.
- The River District in Vancouver.
- Arbutus Walk in Vancouver.

These precedents suggest that great place-making and community building incorporates the following elements:

1. Integrate development within the natural context.
2. Incorporate open spaces, multi-use pathways, trails, and outdoor recreation opportunities to reinforce a sense of connection to nature.
3. Emphasize the pedestrian realm and use open space design to bring the community together for social connection in everyday life while also accommodating special events.
4. Design streets to have a human-scale, sense of safety and comfort, and with store-fronts that help add vitality to the neighbourhood.
5. Include a diverse range of housing types and use building form and character to help create a sense of place.

Precedent Images: Mixed-Use Village Cores



Brewery District, New Westminster



Newport Village, Port Moody



River District, Vancouver



Olympic Village, Vancouver

Precedent Images: Mixed-Use Village Cores – Continued



Wesbrook Village, Vancouver



UniverCity, Burnaby



Ambleside, West Vancouver

Precedent Images: Multi-Family Residential in a Natural Setting



StoneCliff, West Vancouver (from Cypress Place)



StoneCliff, West Vancouver (from Cypress Bowl Rd)

Precedent Images: Multi-Family Residential in a Natural Setting - Continued



Arbutus Walk, Vancouver



Upper Lands Townhomes, West Vancouver



Deer Ridge, West Vancouver



Boulders, West Vancouver



The Peak, West Vancouver



UniverCity, Burnaby

Precedent Images: Multi-Family Residential in a Natural Setting – Continued



Garrison Crossing, Chilliwack



Rovers Creek, Sunshine Coast



Shannon Mews, Vancouver



Evelyn Condos, West Vancouver



Whistler, BC



Hawksley, West Vancouver

Precedent Images: Incorporating Natural Elements

Forest Areas and Open Space

The forest presents a unique and substantial opportunity for the village residents to immerse themselves into the wilderness and reap the health and mental benefits from being in nature. Forest parks have been creating these opportunities all around the world where the urban environment can sensitively blend into the natural environment.



Forest Park in Bad Lippspringe, Germany



Hawa Forest, Poland

Water Features

Water brings significant ecological value to the natural ecosystem. Riparian areas, rain gardens, ponds, and controlled water mitigation channels are some of the diverse methods used to help urban areas adapt & hold water in a sustainable and ecologically sensitive way. This enhances wildlife habitat, improves water quality, mitigates floods, and provides recreational spaces.



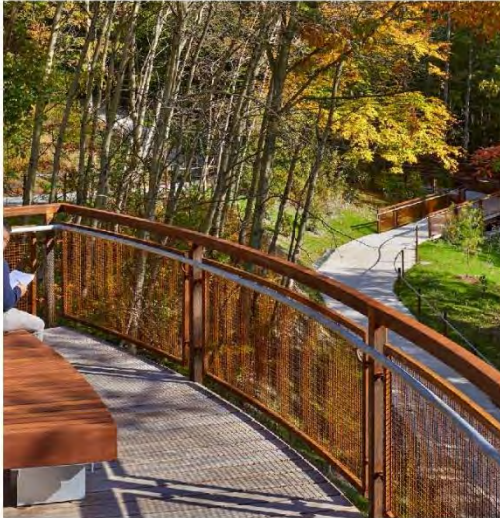
Riparian Forest Park, Sweden



Le Parc du Chemin de l'Île, Paris

Trails, Pathways, and Bridges

Trails and pathways contribute to the walkability of a community by enhancing connectivity, promoting more active transportation, and shortening travel times. Trails and pathways also provide opportunities for natural recreational activities. Pedestrian bridges can also be utilized over creeks, riparian areas, and complex terrain - providing a safe and engaging way of moving around.



Scarborough Valley Land Trail, Toronto



River Torrens Bridge, Australia

Landmarks

Landmarks are physical elements that help orient and create a sense of place.



Cypress Falls Park, West Vancouver



Cypress Creek, West Vancouver

Signage and Interpretation

Signage can be used to help communicate wayfinding and for story-telling about the natural environment and history of the lands, helping people make connections with where they are and feel comfortable navigating through the community.



Stanley Park, Vancouver



Wayfinding signage, North Shore

Views

Thoughtful design of the sequence of space, framing of buildings, and protection of scenic views aims to connect the lived urban environment with the larger regional natural environment. Promenades, vantage points, and intentional elevational interventions can help create a potent experiential connection with the mountain, sky, surrounding cities, and the regional landscape.



View from Hollyburn Mountain, West Vancouver



Whistler Village, Whistler

Precedents of Master-Planned Communities: Wesbrook Village at UBC

Wesbrook Place (known as Wesbrook Village) was intentionally designed to be a compact, complete and walkable neighbourhood. The vision was to create an urban village in the woods. The development is a high density mixed use neighbourhood that is rich in public spaces and that has a strong network of green corridors, enhanced bike and pedestrian circulation, and excellent transit service.



Diversity of Housing Options

The neighbourhood offers living options to accommodate a diverse variety of user groups - from those looking to buy or rent in Wesbrook for the long term, to students and families attending UBC (or University Hill Secondary, or any of the other west side schools), to visiting professors.



Human Scale High Street

The Wesbrook Village highstreet integrates residential, commercial, and public spaces seamlessly at a 'human-scale' (lower building heights) to allow for a comfortable pedestrian sidewalk experience. This is an important feature to any successful highstreet and essential to ensuring an activated public realm experience.



Parks and Recreation

The public realm at Wesbrook is a key component of this neighbourhood's livability. Wesbrook village integrates a variety of connected water features, plazas such as Mackenzie Square, community gardens and a softball diamond at Nobel Park, and soccer fields at Brockhouse Park. It is a neighbourhood rich in outdoor spaces to play and gather.

Size



115 acres
12,500 residents &
6,000 units upon build-out
(3,000 units now)
6 million sqft²
residential space

Landuse



Residential
Commercial
Institutional
Civic
Public Use

Density/Form



High Density
Townhouses, Low-Rise
(4-6 storeys),
and Taller Buildings
(14-22 storeys)

Amenity



Retail Core
Park
Bike Routes
Community Centre
High school
Daycare

Wesbrook Village Land Use Plan



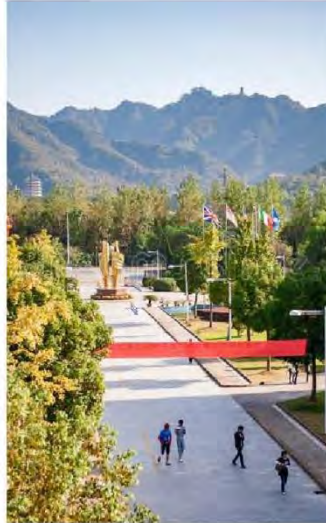
Precedents of Master-Planned Communities: UniverCity at SFU's Burnaby Mountain Campus

UniverCity is a sustainable community located on Burnaby Mountain, adjacent to Simon Fraser University.



Architectural Variety

Building articulation, stacking, and color palettes help contribute to a vibrant built environment.



Campus Integration

UniverCity was designed to be well integrated with the campus making the community highly walkable, and bringing people closer to a significant number of amenities. The abundance of open spaces, plazas, and green space provide many opportunities to partake in an active lifestyle close to where people live.



Human Scale Mixed Use Core

Mixed-use buildings integrate residential, commercial, and public spaces seamlessly at a 'human-scale' (lower building heights) to allow for a comfortable pedestrian sidewalk experience. This feature places emphasis on the public realm and the pedestrian's experience on the ground.

Size



160 acres

About 3,000 units and
5,000 residents

Landuse



Residential
Commercial
Institutional
Civic
Public Use

Density/Form



High Density

Townhouses,
Low-Rise (4-6 storeys),
and Taller Buildings
(7-20 storeys)

Amenity



Retail Core
Park
Bike Routes
Community Centre
Elementary School
Daycare

UniverCity Neighbourhood Plan



Precedents of Master-Planned Communities: Newport Village in Port Moody

Newport Village is a mixed-use community in Port Moody near the city hall, library, and arena.



Diversity of Housing Options

Newport Village includes low-rise and high-rise multi-family residential buildings. The strategic placement of different building forms protects the pedestrian realm along the high street.



Commercial Core

The compact commercial core at Newport Village brings vibrancy and character to the area and helps meet the day-to-day needs of residents.



Sustainable Density

Including taller buildings helps facilitate a sustainable, compact, livable, and highly walkable community.

Size



13.5 acres
1,100+ Units

Landuse



Residential
Commercial
Office

Density/Form



High Density
Low-rise (4 storeys) and
taller (20-25 storeys)
buildings

Amenity



Retail Core
Green Space
Plazas

Newport Village Conceptual Land Use Plan



- Residential
- Mixed-Use
- Commercial
- Office

Precedents of Master-Planned Communities: The River District in Vancouver

The River District neighbourhood is envisioned as a complete community with opportunities for its residents to live, work, learn, shop and play. The new community will be socially and environmentally sustainable and will provide housing opportunities for a variety of households, ages and income levels.



Pocket Parks in Residential Parcels

The neighbourhood integrates natural landscapes and pocket parks.



Activated Open Space / Plazas

At the town centre, a civic plaza provides opportunity to mingle, celebrate, and experience the vibrancy of the community.



Integrated Tower Forms

Different building forms are integrated to maintain a human scale street interface.

Size



130 Acres
7000+ Units at build-out
25 Acres Green

Landuse



Residential
Commercial
Office
Civic
Public Space

Density/Form



High Density
Townhouses,
Low-Rise (5-6 storeys),
and Taller Buildings
(7-26 storeys)

Amenity



Retail Core
Parks & Plazas
Town Centre
Bike Route
Waterfront

The River District Neighbourhood Plan



Precedents of Master-Planned Communities: Arbutus Walk in Vancouver

Previously home to the Carling Brewery, the lands were rezoned to allow multi-family residential use. Key features of the Arbutus Walk community are a linear greenway running through the centre of the site and a system of new paved roads providing building access and allowing greater priority to pedestrians and cyclists.



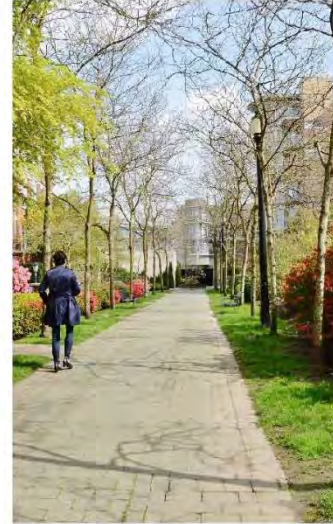
Mid-density Residential

A continuous street wall and maintained building heights across the linear park create a sense of place in Arbutus Walk.



Fronting a Linear Park

The residential developments at Arbutus Walk front a long linear park that goes through the whole site. This central green space creates an astonishing view corridor, while providing a beautiful opportunity for residents to have a green corridor in their front yard.



Generous Pedestrian Realm

As its name suggests, the Arbutus Walk neighbourhood supports walking and active transportation through its wide pedestrian trail network.

Size	Landuse	Density/Form	Amenity
 <p>13 acres 800+ units</p>	 <p>Residential Public Space</p>	 <p>Medium Density Low and mid-rise buildings (4-8 storeys)</p>	 <p>Green Space Park Pedestrian Ways Linear Park</p>

Arbutus Walk Conceptual Land Use Plan



Appendix H: View Analysis

The following images shows conceptual views towards Cypress Village as the village is built over time. The views include:

- An aerial view of Cypress Village in the North Shore and Vancouver context.
- Views looking towards Cypress Village from the Lions Gate Bridge to show Cypress Village in the North Shore Context.
- Views looking towards Cypress Village from Ambleside Beach and the Dunderave Pier to show visual impacts from places in the West Vancouver community.
- Views looking towards Cypress Village travelling westbound and eastbound on the Upper Levels Highway.
- View looking towards Cypress Village from Kitsilano Beach in Vancouver.

There are images of the existing views (produced in 2022) plus a time series to show how each view may change as Cypress Village gets developed over time.

Aerial View of Cypress Village, the North Shore, and Vancouver

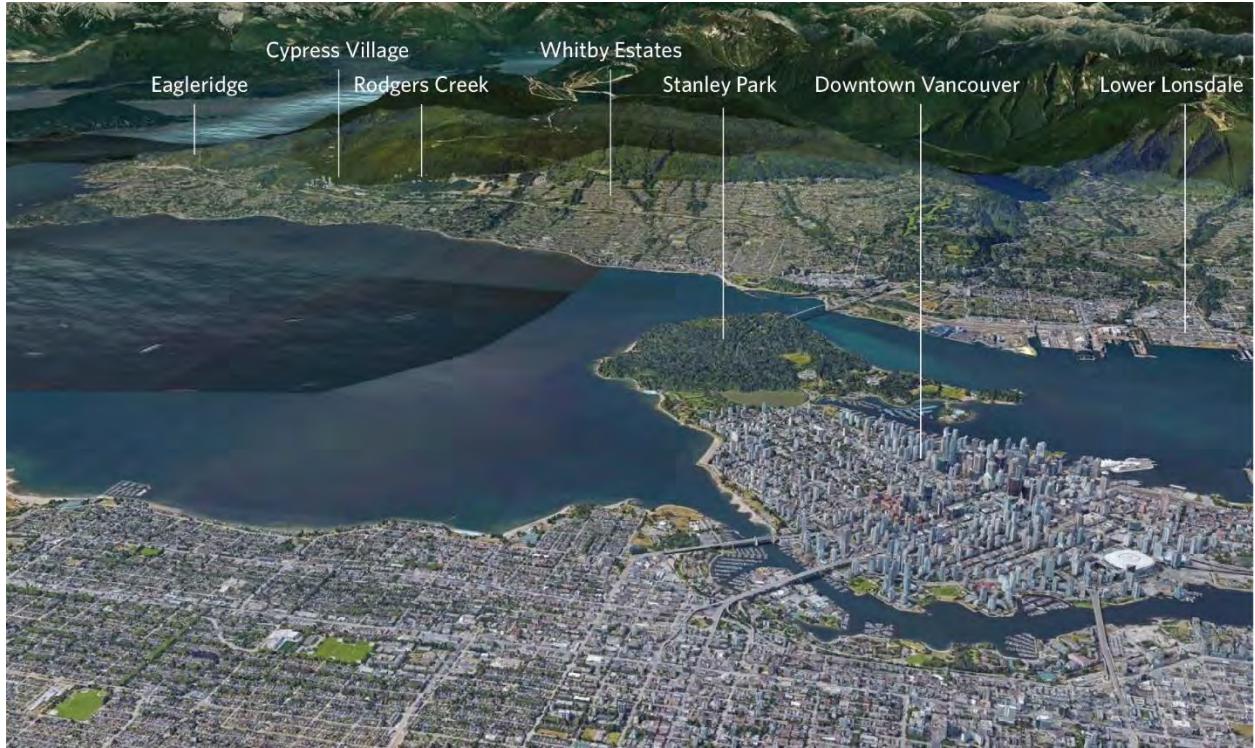
Existing Situation



Year 5



Year 10



Year 15



Year 20

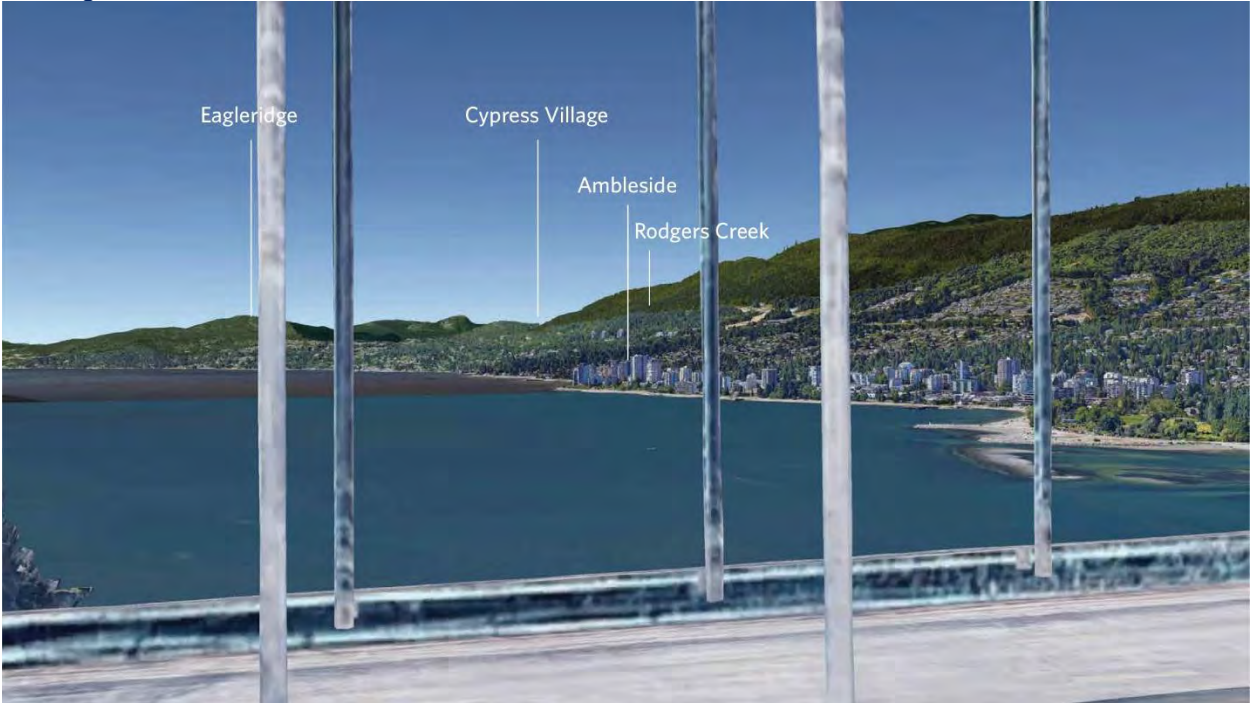


Year 25 (at Build-Out)

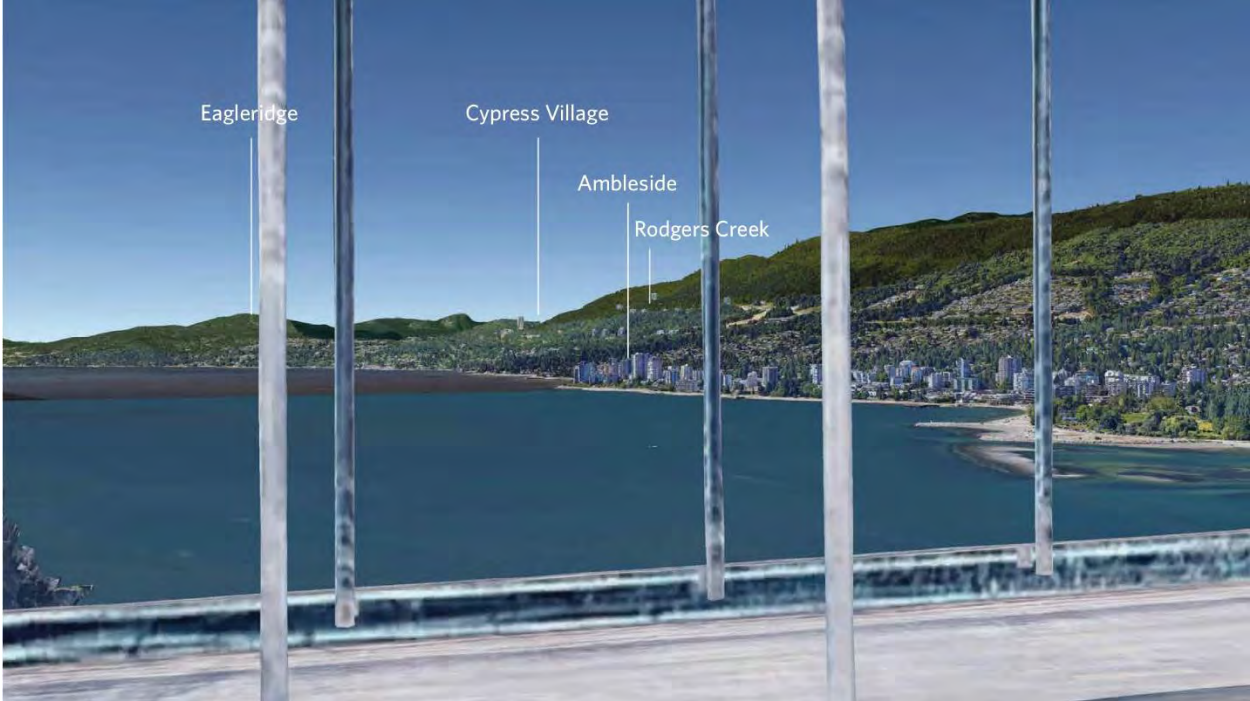


View of Cypress Village from the Lions Gate Bridge

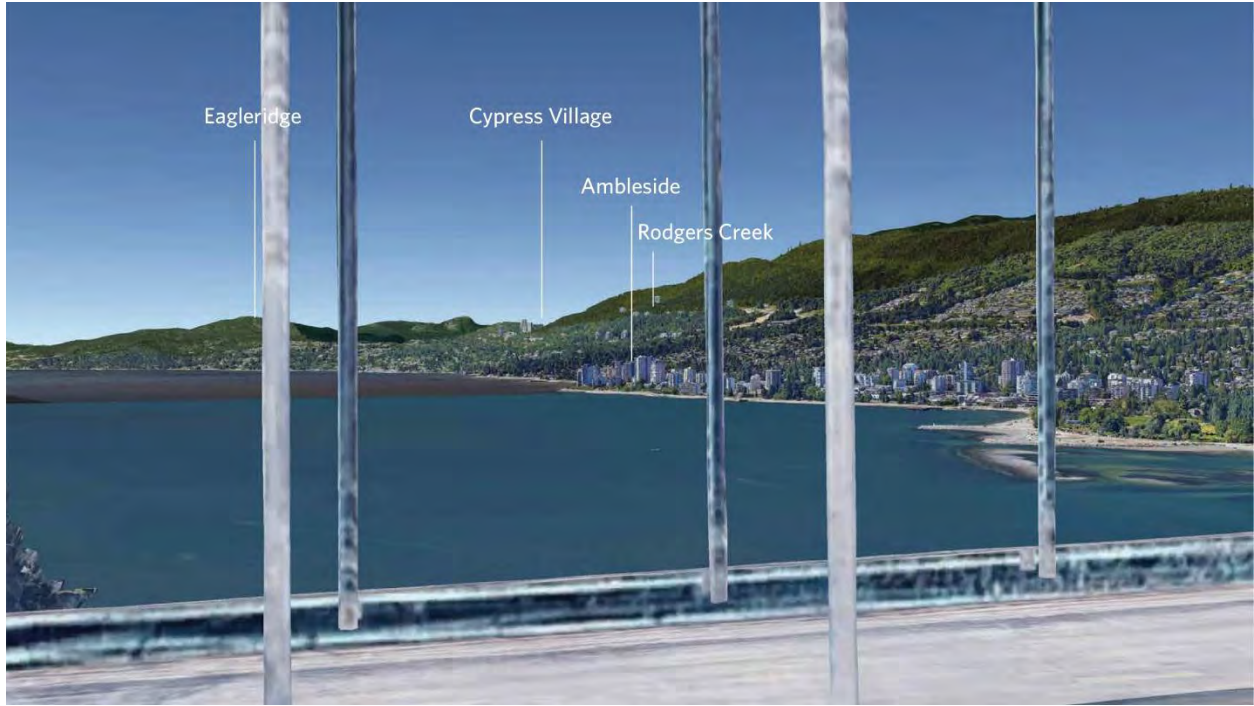
Existing Situation



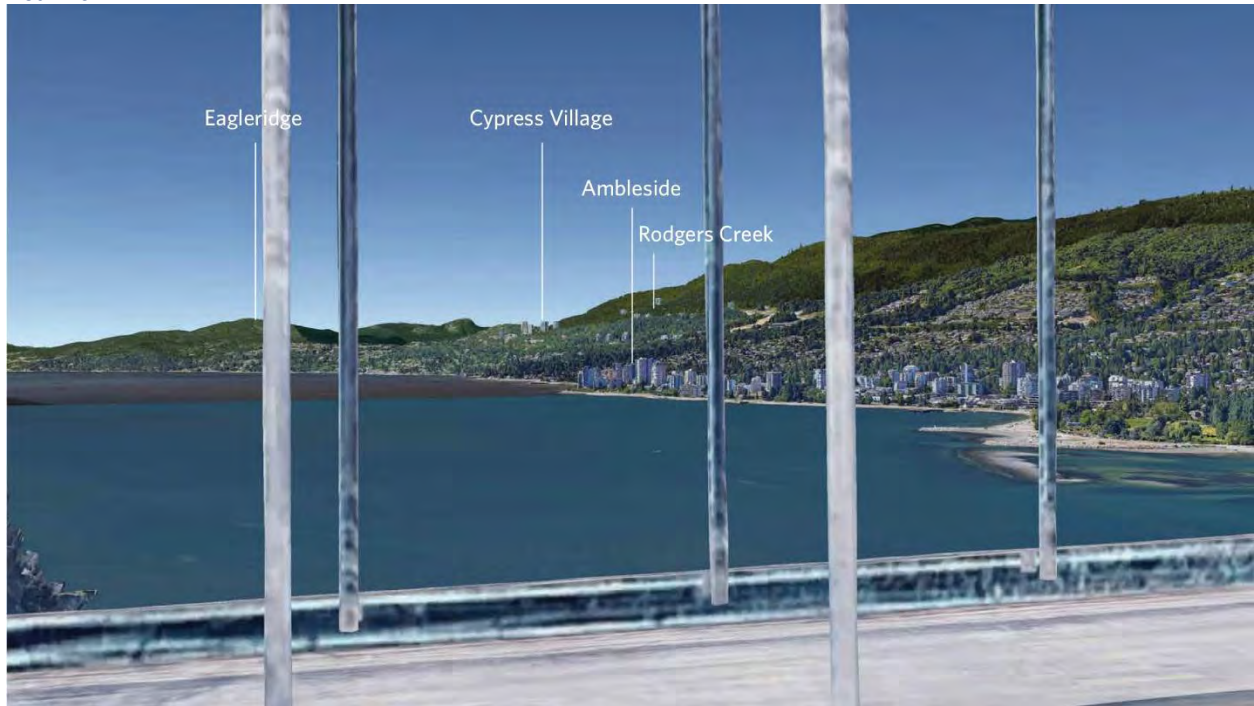
Year 5



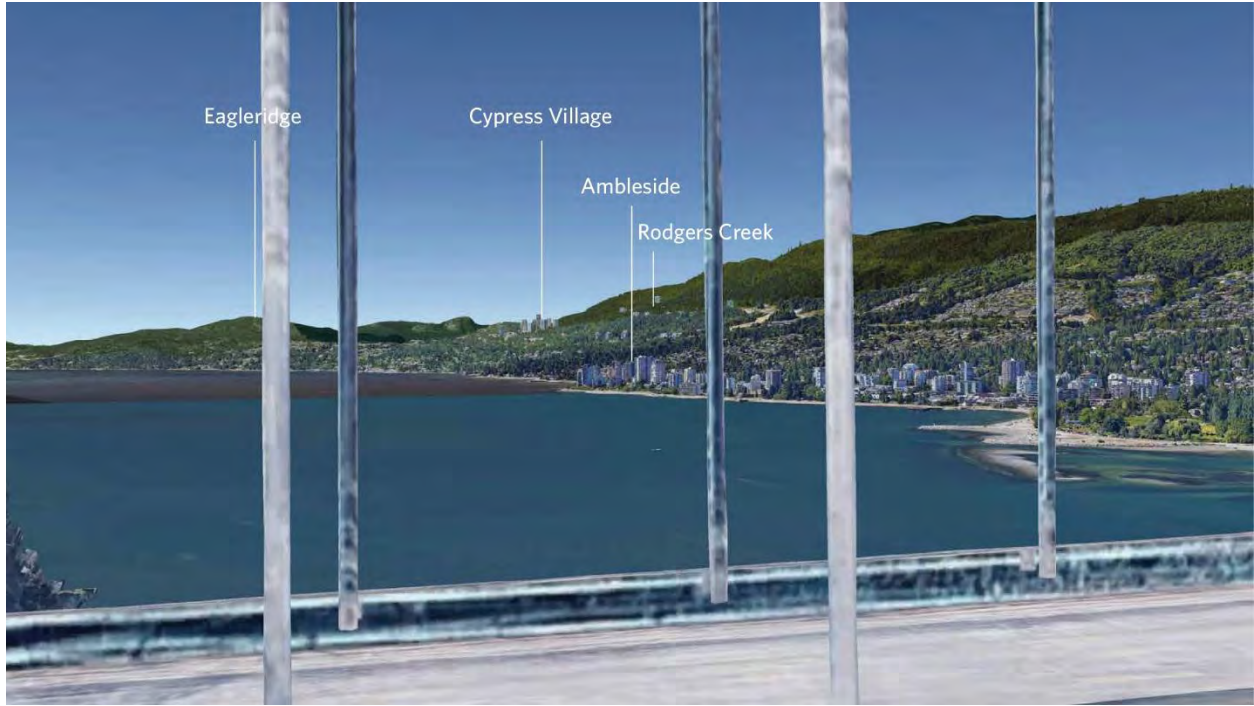
Year 10



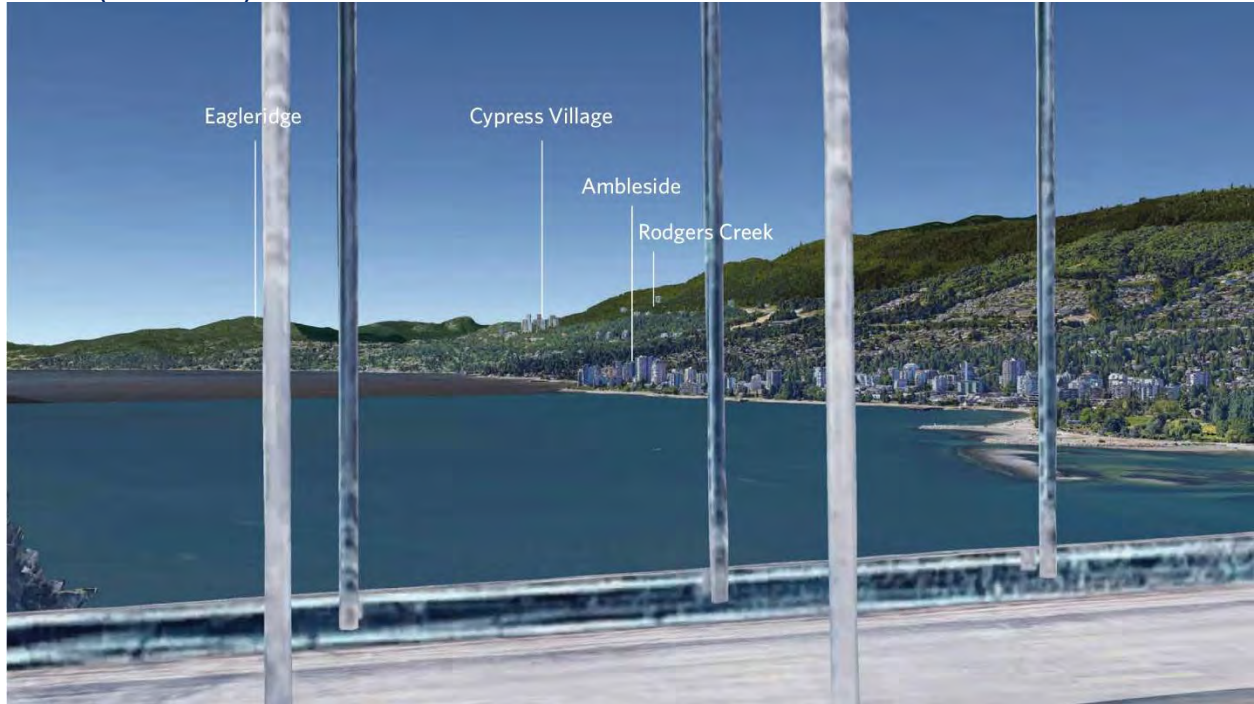
Year 15



Year 20

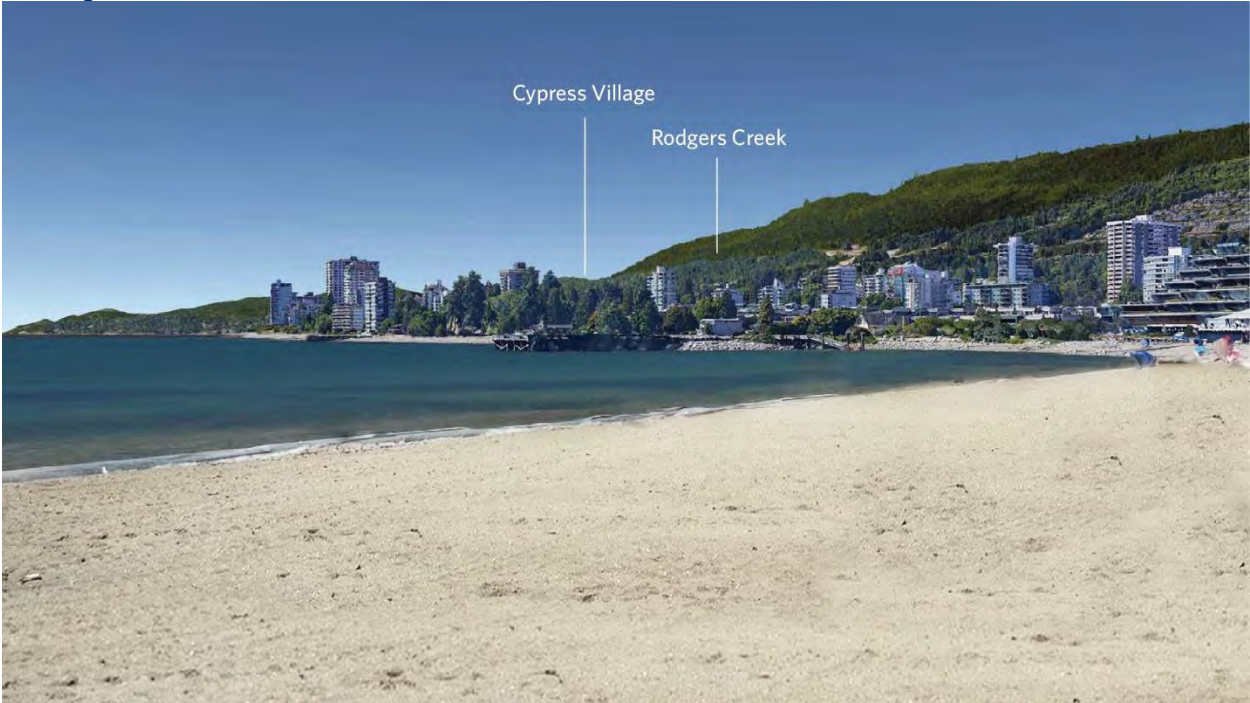


Year 25 (at Build-Out)



View of Cypress Village from Ambleside Beach

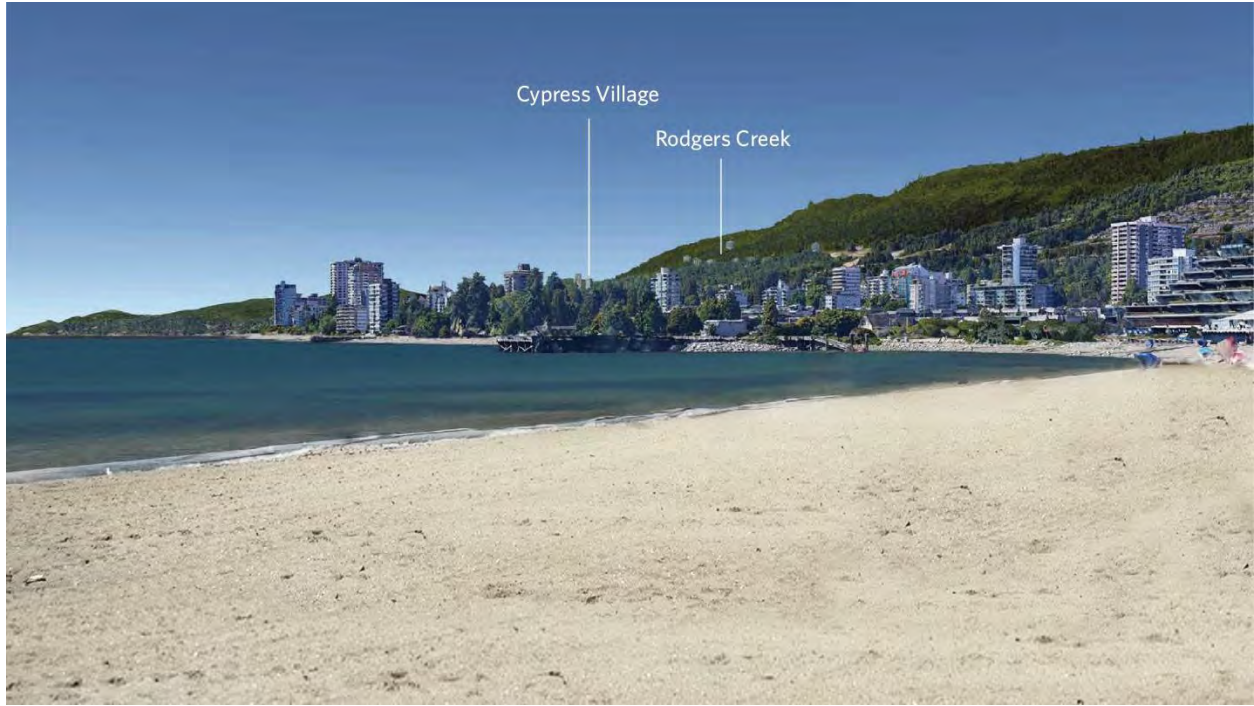
Existing Situation



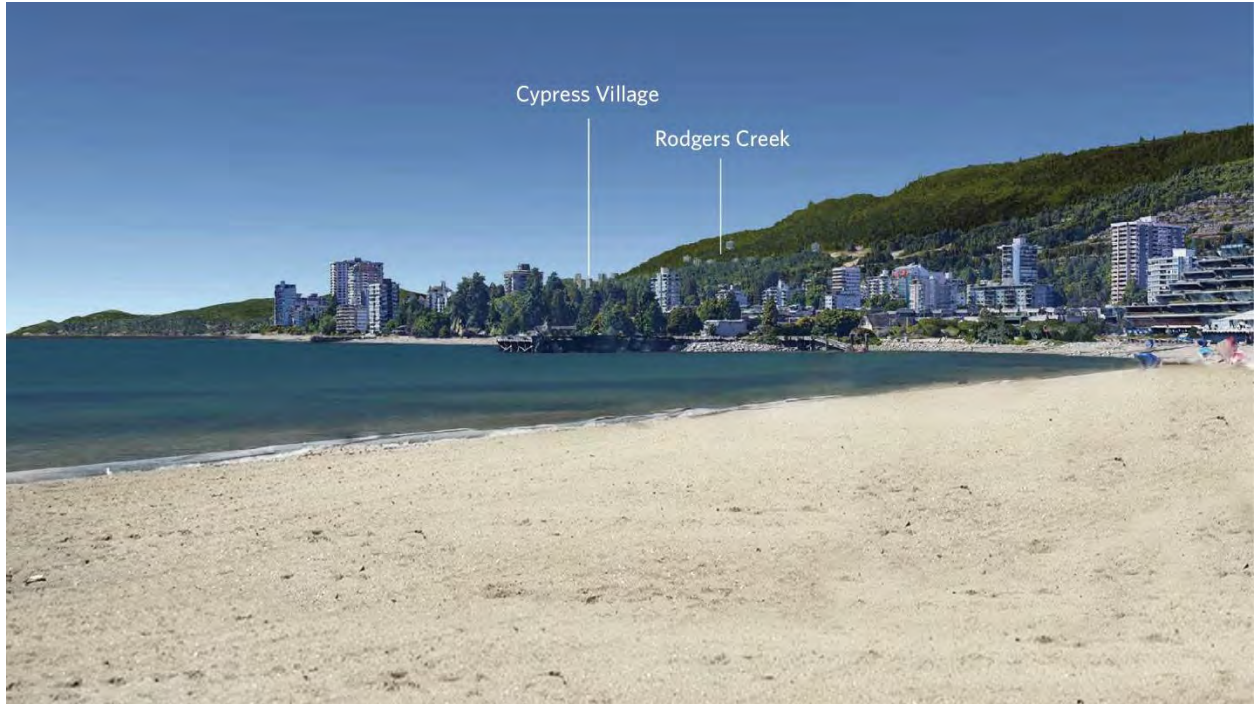
Year 5



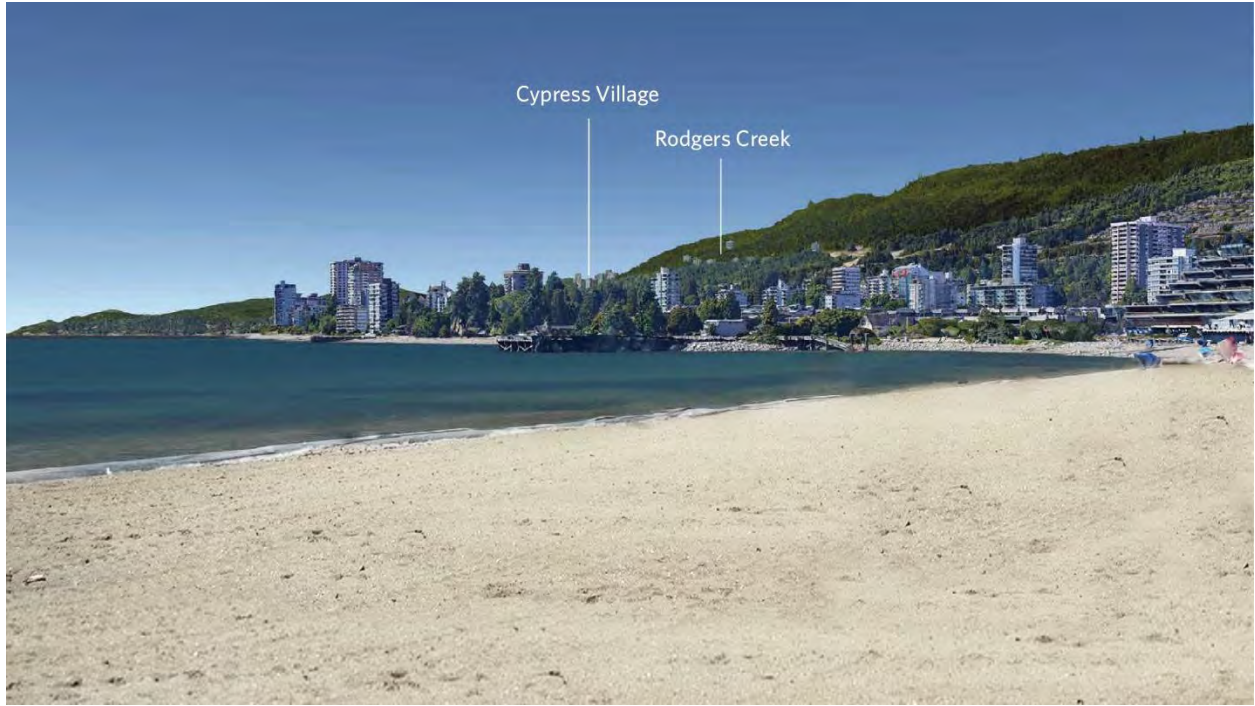
Year 10



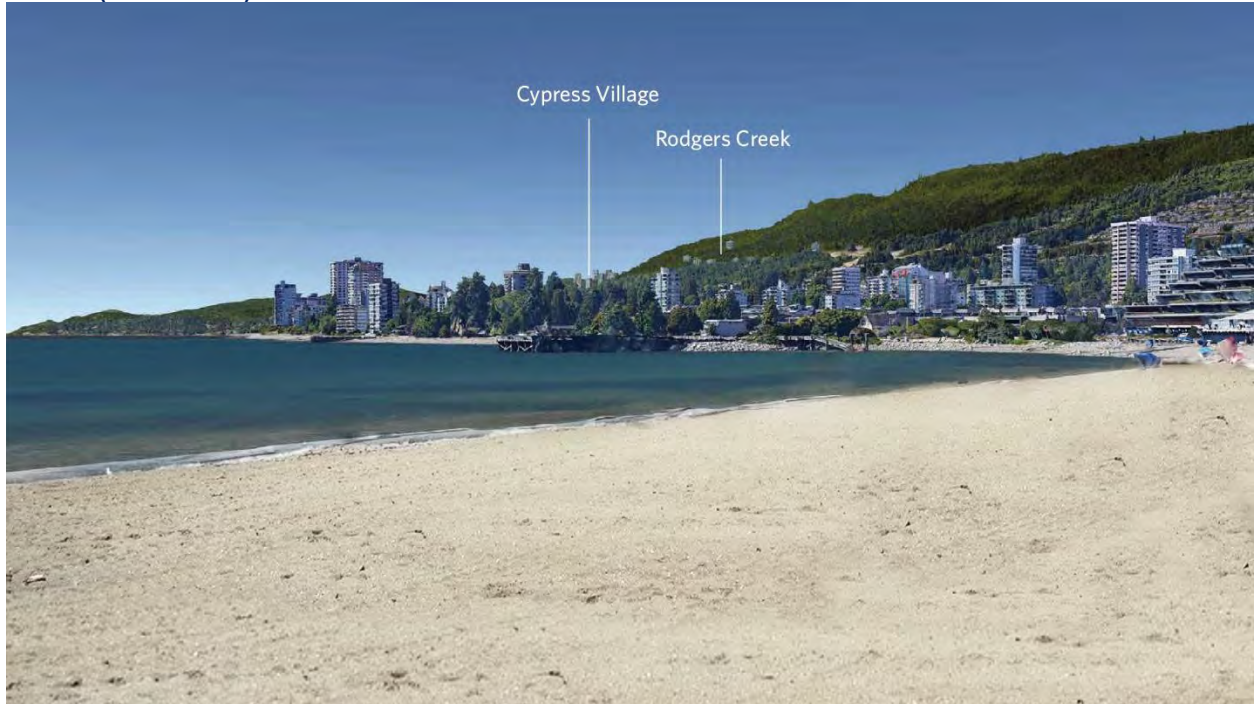
Year 15



Year 20



Year 25 (at Build-Out)



View of Cypress Village from Dundarave Pier

Existing Situation



Year 5



Year 10



Year 15



Year 20



Year 25 (at Build-Out)



View of Cypress Village Heading Eastbound on the Upper Levels Highway

Existing Situation



Year 5



Year 10



Year 15+ (view does not change further after year 15)



View of Cypress Village Heading Westbound on the Upper Levels Highway

Existing Situation



Year 5+ (view does not change further after year 5)

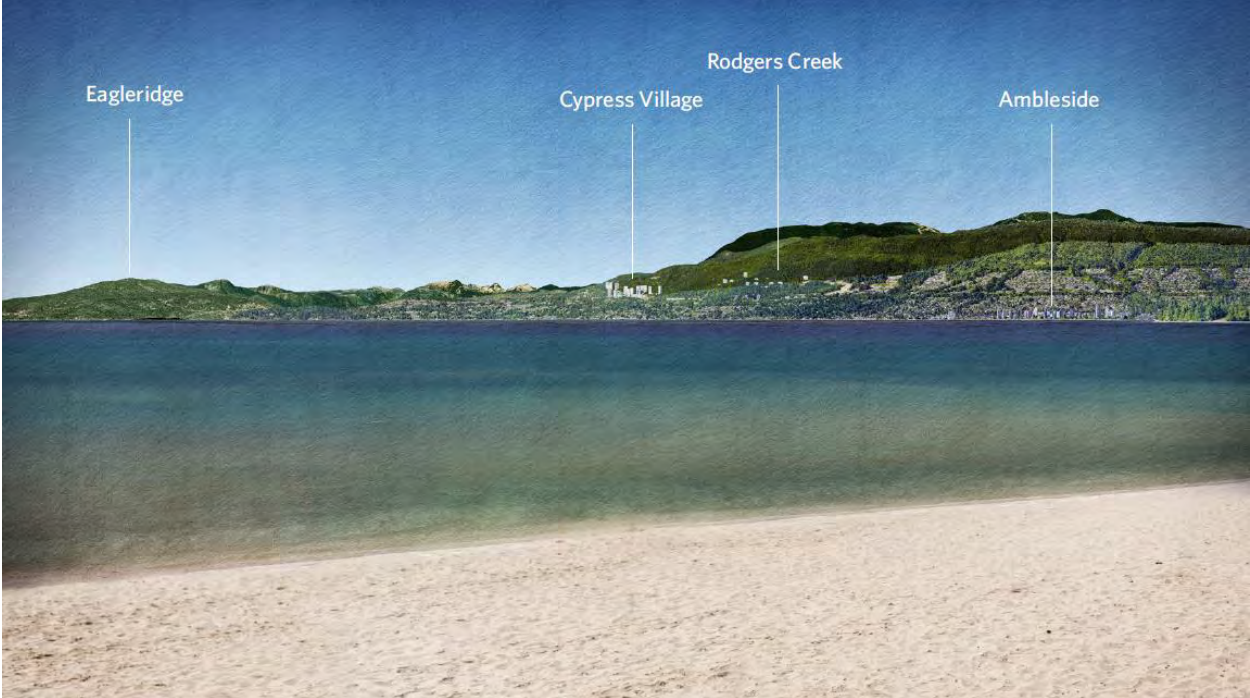


View of Cypress Village from Kits Beach in Vancouver

Existing Situation



Year 25 (at Build-Out)



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District of West Vancouver

Zoning Bylaw No. 4662, 2010, Amendment Bylaw No. 5206, 2024

(Eagleridge and Cypress Village)

Effective Date:

Zoning Bylaw No. 4662, 2010, Amendment Bylaw No. 5206, 2024

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District of West Vancouver

Zoning Bylaw No. 4662, 2010, Amendment Bylaw No. 5206, 2024

A bylaw to rezone Cypress Village lands.

Previous amendments: Amendment bylaws 4672, 4677, 4678, 4679, 4689, 4701, 4680, 4710, 4697, 4716, 4712, 4737, 4726, 4736, 4757, 4752, 4767, 4787, 4788, 4784, 4772, 4791, 4805, 4809, 4828, 4854, 4873, 4866, 4895, 4839, 4898, 4927, 4944, 4905, 4974, 4967, 4982, 4962, 4928, 4992, 5001, 5021, 5024, 5009, 4938, 5044, 5055, 5051, 5068, 5065, 5087, 5069, 5110, 5106, 5132, 5161, 5160, 5013, 5122, 5155, 5169, 5192, 5175, 5171, 5201, 5230, 5081 and 5223.

WHEREAS the Council of The Corporation of the District of West Vancouver deems it expedient to provide for development of the Cypress Village area and zoning of Eagleridge for park use only;

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

Part 1 Citation

1.1 This bylaw may be cited as Zoning Bylaw No. 4662, 2010, Amendment Bylaw No. 5206, 2024.

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 Amendment of Zoning Bylaw

Zoning Bylaw No. 4662, 2010 is amended by:

3.1 Inserting “Section 750 (Cypress Village Zone)” after “Section 700 (Ambleside Zones)” in Section 120.28 (2).

3.2 Adding Section 750 as the CV - Cypress Village Zone as set out in Schedule A to this bylaw.

- 3.3 Rezoning the Lands shown shaded on the map attached as Schedule B1 to this bylaw from RS1 (Single Family Dwelling Zone 1), RS2-UL, RS8-UL and RS10-UL (Single Family Dwelling Zones 2, 8 and 10 – Upper Lands) to CV (Cypress Village Zone), and amending Section 852, Schedule 2, Zoning Maps accordingly.
- 3.4 Rezoning the Lands shown shaded on the map attached as Schedule B2 to this bylaw from RS1 (Single Family Dwelling Zone 1) to CU4 (Community Use Zone 4), and amending Section 852, Schedule 2, Zoning Maps accordingly.
- 3.5 Rezoning the Lands shown shaded on the map attached as Schedule B3 to this bylaw from RS2-UL and RS10-UL (Single Family Dwelling Zones 2 and 10 – Upper Lands) to CU2 – (Community Use Zone 2), and amending Section 852, Schedule 2, Zoning Maps accordingly.

Part 4 Amendment of Table of Contents

- 4.1 Zoning Bylaw No. 4662, 2010, Section 100 Table of Contents is amended accordingly.

Schedules

Schedule A – CV – Cypress Village Zone

Schedule B – Zoning Maps Amendment (Eagleridge and Cypress Village)

READ A FIRST TIME on June 3, 2024

PUBLICATION OF NOTICE OF PUBLIC HEARING on June 12 and 19, 2024

PUBLIC HEARING HELD on June 25, 2024

READ A SECOND TIME on June 25, 2024

READ A THIRD TIME on June 25, 2024

APPROVED by the Minister responsible for the Transportation Act on June 27, 2024

ADOPTED by the Council on

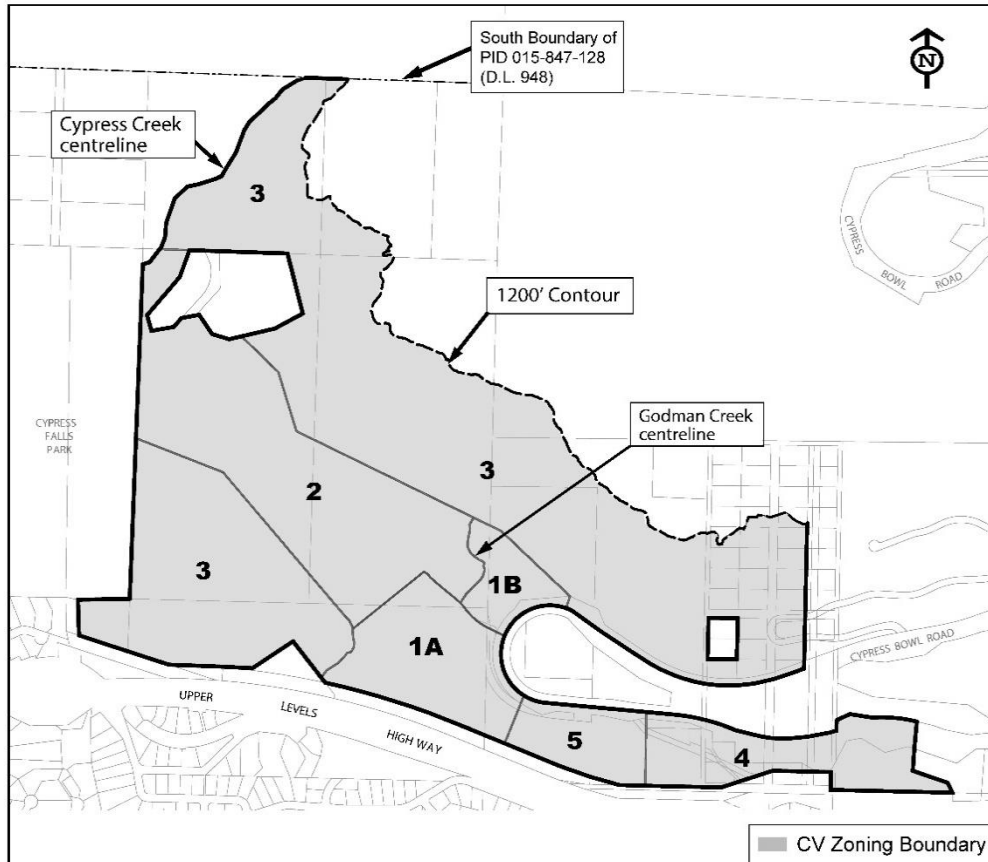
Mayor

Corporate Officer

Schedule A – CV – Cypress Village Zone

750 – Cypress Village (CV) Zone

SECTION	REGULATION
750.01	Application of Zone
(1)	The provisions of this zoning district apply to land, the use of land, buildings, and structures within the lands designated CV Zone as shown on the CV Zone Boundary and Sub-Areas Boundary Map set out below.
(2)	The lands zoned CV Zone are divided into areas as shown on the CV Zone Boundary and Sub-Areas Boundary Map (collectively, the “Areas” and individually, each an “Area”), for the purpose of defining allowable uses within each Area. The Areas have the following numbers for reference: <ul style="list-style-type: none"> • 1A: Mixed Use Village Core South • 1B: Mixed Use Village Core North • 2: Multifamily Residential • 3: Ground-Oriented Residential • 4: Benchlands Employment • 5: Community Use



CV Zone Boundary and Sub-Areas Boundary Map

750.02 Definitions

- (1) For the purpose of setting out the allowable uses in each Area, the following terms have the indicated definitions for the CV Cypress Village Zone:
 - (a) *Accessory Manufacturing Retail* means the retail sale of goods or things that are manufactured on-site within the building or structure in which the manufacturing occurs, as well as complementary items. For purposes of this definition, manufacturing means assembling, fabricating, producing, or repair of goods or things.
 - (b) *Art Studio* means the production, sale, and/or teaching of creative writing, dance, drawing, music, painting, photography, pottery, sculpture, textiles, and/or video.
 - (c) *Apartment* means a *Dwelling* unit in a multifamily residential building in which the units share a common entrance and, notwithstanding the definition of *Building, apartment* in Section 110, includes dwellings over commercial space.

- (d) *Business/Office Support Services* means the provision of support services to businesses which are characterized by one or more of the following features: the use of mechanical and digital equipment for printing, duplicating, or photographic processing; the provision of office custodial, maintenance, or security services; the sale, rental, or servicing of office equipment or furniture; the provision of clerical or secretarial employment or telephone answering services which may include training. Typical uses would include: printing and photographic processing establishments; janitorial and security firms; office equipment sales, servicing and repair establishments; and clerical services.
- (e) *Café* use means the retail sale of ready-to-serve, pre-prepared or pre-cooked foods, and beverages for either on or off-site consumption, but excluding the retailing or sales of alcoholic beverages.
- (f) *Catering* use means the use of premises for the preparation of food for consumption off premises, but does not include a retail store or *Restaurant* selling food directly to the public.
- (g) *Civic Use* means public sector uses that serve the local community, including, but not limited to, community centre, community meeting or activity spaces, *Recreation buildings*, library, and *Park Accessory Uses*.
- (h) *Community Retail and Service* use means local-oriented commercial shops and services that are primarily intended to serve the residents of Cypress Village and Rodgers Creek. The allowable uses are limited to the following:
- *Art Studio*
 - *Beauty and wellness centre*
 - Bicycle sales and repair
 - Bicycle valet
 - Book store, newsstand
 - *Café*
 - *Cannabis Sales* (maximum of one outlet)
 - Craft brewery or craft distillery (including on-premises brewing/distilling, on-premises consumption of alcoholic beverages, and food sales)
 - Clothing sales and repair

- *Convenience Store*
- Document printing services
- *Drycleaner*
- *Electronics Store*
- *Financial Institution*
- *Financial Services*
- *Fitness Centre*
- Florist
- *Furniture and Appliance Store*
- Gallery for sale of arts and crafts
- Grocery store
- *Hair Salon*
- *Health Care Office Use*
- *Home Furnishings Store*
- *Home Improvement Store*
- Insurance agent
- Liquor store (including sales of beer, wine, spirits)
- *Massage therapist offices*
- Mail and courier services
- Music store (including sale of music products and/or musical equipment)
- *Microbrewery, winery, and distillery*
- *Office Supplies and Stationery Store*
- *Personal Services*
- *Pet Care Establishment*
- *Pet/Pet Products Store*
- *Pharmacy*
- Photofinishing services
- Pub
- Real estate sales
- *Restaurant*
- Specialty food store (including bakery, butcher, seafood, produce, deli, cheese shop, ethnic foods)
- Sporting goods and recreation clothing and equipment
- Take-out food establishment
- *Veterinary medical clinic*

- (i) *Contractor Services* means the offices of building contractors providing services such as painting, plumbing, heating, electrical, gas fitting, roofing, tiling, or similar services and may include the fabrication or assembly of building components such as doors, windows, kitchen fixtures, bathroom fixtures, and fireplaces or similar products and the sale of such products, either at retail or wholesale, and any space used for associated showroom/display purposes.
- (j) *Electronics Store* means a retail store which predominantly retails audio-visual equipment, computers, home/office electronic products, home/office electronic accessories, and/or home/office software.
- (k) *Equipment Rental Establishment* means premises used for the rental of tools, appliances, recreation equipment, office equipment, light construction equipment, or similar items but does not include the rental of motor vehicles, motorized boats, or industrial equipment or vehicles.
- (l) *Financial Institution* means a bank or credit union.
- (m) *Financial Services* means a business providing services such as money exchange, cheque cashing, and money transfer services but does not include *Financial Institution* which is defined separately.
- (n) *Fitness Centre* means the use of premises for one-on-one or group session physical fitness and which may include the accessory sale of associated equipment and clothing. Typical uses would include: aerobics studio, dance studio, fitness centre, pilates studio, self-defence studio, stationery cycling studio, yoga studio, and weight training gym.
- (o) *Furniture and Appliance Store* means a retail store which predominantly retails household furniture and/or major household appliances.
- (p) *Garden Centre* means the use of premises for the retail sale of trees, plants, flowers, and associated gardening or landscaping supplies and outdoor garden equipment.
- (q) *Household Repair Services* means the provision of repair services for goods, equipment, and appliances normally found within the home including computer, phone, radio, television, and appliance repair shops, furniture refinishing, and upholstery shops, excluding

any retail or wholesale of goods or products other than the sale of accessory parts.

- (r) *Home Furnishings Store* means a retail store which predominantly retails home furnishings such as art objects, bedding, carpets/rugs, cooking utensils, draperies, household furniture, and/or major household appliances.
- (s) *Home Improvements Store* means a retail store which predominantly retails goods and materials used for home improvements, such as hardware, home improvement supplies, and home appliances.
- (t) *Laboratory* means the use of premises not providing service directly to the public for the provision of analytical, research, or testing services, including biotechnologies and energy and environmental technologies, but does not include photofinishing or photography laboratory.
- (u) *Light Manufacturing* means the assembly, fabrication, making, producing, or processing of semi-finished or finished products entirely within an enclosed building or space within a building from which there may be no external nuisances or impacts. Permitted uses include: coffee roasting; commercial kitchen; *Cottage Brewery*; manufacture of automobile parts and accessories, bakery products, bicycles and bicycle parts/accessories, clothing/textiles/shoes/boots/knit goods, electrical parts/electronics, furniture, health and safety equipment, jewelry, leather products, musical instruments, pharmaceutical products, precision instruments, toys, and products made of glass/metal/plastic/paper/rubber/wood; and woodwork/millwork.
- (v) *Live-work unit* means personal and professional services or an *Art Studio* in conjunction with residential use having at grade access.
- (w) *Media-Related Establishment* means premises used for film, television, and video production or rehearsal studios; radio and television stations; and music production or rehearsal studios.
- (x) *Office* means space for the accommodation of a limited range of businesses that offer professional services, government services, and/or management and administration services. Typical uses include: accountants, appraisers, architects, *British Columbia Land Surveyors*, computer equipment software developers, engineers, interior designers, *Landscape*

Architects, lawyers, land use planners, notary publics, tutoring services, and provincial or federal government offices. This does not include *Health Care Office Uses* which is defined separately.

- (y) *Office Supplies and Stationery Store* means a retail store which predominantly retails office supplies or a combination of office supplies, office equipment, office furniture, stationery, and/or school supplies.
 - (z) *Pet and Pet Products Store* means a retail business which predominantly retails pets, pet care products, and pet accessories.
 - (aa) *Research and Development Establishment* means premises used for analytical, design, scientific, and technical research, development, and testing purposes which may involve the small scale manufacturing or assembly of prototypes and the sale of technical data, but does not include medical, dental, or other health science-related laboratories or *Health Care Office Uses* that directly service the public.
 - (bb) *Residential Use Type A* means any or all of the following forms of residential development: *Assisted living, Community Care Facility, Seniors housing, Apartment* (rental or strata), *Supportive Housing Use*. A unit in *Residential Use Type A* that is a ground-oriented unit but is in the podium of, attached to, shares a parkade with or on the same site as an *Apartment* building is defined as an *Apartment* unit for the purposes of this CD zone even though it has characteristics associated with a *Dwelling, townhouse* unit.
 - (cc) *Residential Use Type B* means any or all of the following forms of residential development: *Dwelling, townhouse; Dwelling, two family or duplex; Dwelling, triplex; Dwelling, fourplex; Dwelling, single family; Secondary suites, Detached secondary suites*.
 - (dd) *Warehousing* means the storage of goods or products for distribution but does not include *Wholesaling*.
 - (ee) *Wholesaling* means the wholesaling of merchandise in bulk to retailers, other businesses, institutions, or government agencies for their own use or for resale and where any floor area in storage space exceeds any floor area used for showroom or display purposes.
- (2) Any of the terms used in the above definitions that are defined terms in Section 110 of the Zoning Bylaw have the meaning set out in Section 110. All terms used in the above

definitions that are not defined in Section 110 have the meaning ascribed in common usage.

- (3) For reference, terms defined in Section 750.02(1) above and terms defined in Section 110 are *italicized* in this Zone.

750.03 Permitted Uses

- (1) In Area 1A (Mixed Use Village Core South), the following uses and no others shall be permitted:
- (1) Residential:
- *Residential Use Type A*
 - *Accessory building, structure, or use*
 - *Home based business*
 - *Live-work unit*
- (2) Commercial and Employment:
- *Community Retail and Service*
 - *Hotel*
 - *Museum*
 - *Office*
 - *Private education and tutoring*
 - *Post-secondary education – University or College*
- (3) Other Non-Residential:
- *Adult day service facility*
 - *Civic Use*
 - *Park Accessory Uses*
 - *School, elementary*
 - *Uses permitted in all zones under Section 120.01(7)*
- (2) In Area 1B (Mixed Use Village Core North), the following uses and no others shall be permitted:
- (a) Residential:
- *Residential Use Type A*
 - *Accessory building, structure, or use*
 - *Home based business*
 - *Live-work unit*
- (b) Commercial and Employment:
- *Community Retail and Service*
 - *Hotel*
 - *Office*
 - *Private education and tutoring*

- Post-secondary education – University or College
- (c) Other Non-Residential:
- *Civic Use*
 - *Park Accessory Uses*
 - *Place of worship*
 - Uses permitted in all zones under Section 120.01(7)
- (3) In Area 2 (Multifamily Residential), the following uses and no others shall be permitted:
- (a) Residential:
- *Residential Use Type A*
 - *Residential Use Type B, except Dwelling, single family and Dwelling, two family or duplex*
 - *Accessory building, structure, or use*
 - *Home based business*
 - *Live-work unit*
- (b) Commercial and Employment:
- *Community Retail and Service*
- (c) Other Non-Residential:
- *Civic Use*
 - *Park Accessory Uses*
 - Uses permitted in all zones under Section 120.01(7)
- (4) In Area 3 (Ground-Oriented Residential), the following uses and no others shall be permitted:
- (a) Residential:
- *Residential Use Type B*
 - *Accessory building, structure, or use*
 - *Home based business*
- (b) Other Non-Residential:
- *Chicken Coop*
 - *Park Accessory Uses*
 - Uses permitted in all zones under Section 120.01(7)
- (5) In Area 4 (Benchlands Employment), the following uses and no others shall be permitted:
- (a) Residential:
- *Apartment*
- (b) Commercial and Employment:

- *Accessory building, structure, or use*
- *Accessory Manufacturing Retail*
- *Art Studio*
- *Business/Office Support Services*
- *Café*
- *Catering*
- *Contractor Services*
- *Craft brewery or craft distillery*
- *Equipment Rental Establishment*
- *Garden Centre*
- *Household Repair Services*
- *Laboratory*
- *Light Manufacturing*
- *Media-Related Establishment*
- *Microbrewery, winery, and distillery*
- *Office*
- *Research and Development Establishment*
- *Warehousing*
- *Wholesaling*

(c) Other Non-Residential:

- *Park Accessory Uses*
- Uses permitted in all zones under Section 120.01(7)

(6) In Area 5 (Community Use), the following uses and no others shall be permitted:

(a) Commercial and Employment:

- *Accessory building, structure, or use*
- *Art Studio*
- *Café*
- *Office*
- *Real estate presentation centre*

(b) Other Non-Residential:

- *Civic Use*
- *Park Accessory Uses*
- *School, combined*
- *School, elementary*
- *School, secondary*
- *Sports field*
- Uses permitted in all zones under Section 120.01(7)

750.04 Conditions of Use

- (1) *Community Retail and Service, Hotel, Office and Apartment* uses are permitted to be located within the same building, where such use types are permitted. Regulations under Section 120.07 shall not apply.
- (2) The following *Community Retail and Service* uses shall only be located in Area 1A (Mixed Use Village Core South) and not in any other Areas: *Drycleaner, Grocery store, liquor store, Pharmacy, pub, specialty food store.*
- (3) The following *Community Retail and Service* use shall only be located in Area 1A (Mixed Use Village Core South) or Area 1B (Mixed Use Village Core North) and not in any other Areas: *Cannabis Sales* (maximum of one outlet).
- (4) The following *Community Retail and Service* uses shall be limited to a total of two outlets in Area 1A (Mixed Use Village Core South) but shall not be restricted in terms of number of outlets in Area 1B (Mixed Use Village Core North): *Financial Services.*
- (5) The following *Community Retail and Service* uses are limited to a maximum of 465 square metres in ground floor area per store: *Electronics Store, Fitness Centre, Furniture and Appliance Store, Home Furnishings Store, Home Improvement Store, Office Supplies and Stationery Store, Pet/Pet Products Store.*
- (6) *Office*; private education and tutoring; and post-secondary education - University or College uses shall only be located on second storeys or above.
- (7) *Secondary suites* are only permitted in the following residential types: *Dwelling, single family; Dwelling, two family or duplex; Dwelling, triplex; Dwelling, fourplex.*
- (8) The height of the *Detached secondary suite* shall be measured from *Grade, finished*, relative to the foundation of the building that includes the *Detached secondary suite.*
- (9) Where such uses are permitted, only one *Secondary suite* or *Detached secondary suite* is permitted per *Dwelling* unit.
- (10) Section 120.04 does not apply in the CV Zone.

750.05 Floor Area and Units

- (1) General

- (a) For the purposes of the CV Zone, the following shall be excluded from the calculation of maximum floor area:
- (i) For *Residential Use Type A*, unenclosed covered roof top amenity areas (but the height of these areas is included in the calculation of building height)
 - (ii) Open trellises
- (b) For *Dwellings, single family* and *Dwellings, two family or duplex*, 'floor area' on a site in the CV Zone shall mean the total projected area of all storeys and attics measured to the outside of the exterior walls and the total covered areas of decks and terraces, for all buildings, excluding:
- i. Any enclosed area used for the storage of vehicles up to but not exceeding a total floor area of 41 square metres per *Dwelling* unit;
 - ii. Accessory buildings, in addition to vehicle storage areas, up to but not exceeding a total floor area of 22.5 square metres per *Dwelling* unit;
 - iii. 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 1.7 metres, 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;
 - iv. *Crawl spaces* with a vertical clear height of less than 1.2 metres, measured from the underside of the joists or trusses of the storey above to the structural floor;
 - v. That portion of an open balcony or open terrace beneath a roof overhang that is less than 10% of total floor area, subject to a maximum exclusion from floor area of 37 square metres;
 - vi. The area of roof overhangs extending 1.2 metres or less; and
 - vii. Basement area per Section 130.08(4).
- (c) For *Residential Use Type B*, other than *Dwelling, single-family* and *Dwelling, two family or duplex*, 'floor area' shall be calculated in accordance with Section 120.21.

(2) Residential:

- (a) The combined total number of *Dwelling* units and floor area permitted for each residential use type in the CV Zone, for all Areas, shall not exceed the following maximums or be less than the following minimums:

Unit Type	Number of Units	Floor Area
<i>Dwelling, single family</i>	Maximum of 230 units	Maximum of 70,894 square metres
<i>Dwelling, two family or duplex; Dwelling, triplex; Dwelling, fourplex, Dwelling, townhouse</i> units (not including townhouse units incorporated into the podium of or attached to <i>Apartment</i> buildings, which are counted as <i>Apartment</i> units)	Minimum of 161 units	Minimum of 40,640 square metres
<i>Strata Apartment</i> units	Maximum of 2,583 units	Maximum of 308,200 square metres
<i>Rental Apartment</i> units, market rental	Minimum of 553 units	Minimum of 40,798 square metres
<i>Rental Apartment</i> units, affordable rental	Minimum of 184 units	Maximum of 13,575 square metres
Total (excluding <i>Secondary suites</i> and <i>Detached secondary suites</i> , which are in addition)	Maximum of 3,711 units	Maximum of 474,107 square metres

- (b) The unit count for *Dwelling, two family or duplex; Dwelling, triplex, Dwelling, fourplex; and Dwelling, townhouse* types applies to units in standalone ground-oriented multifamily buildings and does not include units at street level in *Apartment* buildings, which are to be counted as *Apartment* units.
- (c) The following regulations apply to lots for *Dwellings, single family*:
- i. At least 62 lots must be less than or equal to 558 square metres in *Site area*.

- ii. At most 75 lots may be greater than 558 square metres but less than or equal to 669 square metres in *Site area*.
 - iii. At most 47 lots may be greater than 669 square metres but less than or equal to 1,022 square metres in *Site area*.
 - iv. At most 37 lots may be greater than 1,022 square metres but less than or equal to 1,301 square metres in *Site area*.
 - v. At most 9 lots may exceed 1,301 square metres in *Site area*, but no lot may not be larger than 3,920 square metres in *Site area*.
- (d) In the CV Zone, a minimum of 25% of the market rental *Apartment* units and a minimum of 25% of the affordable rental *Apartment* units shall be 2-bedroom units. In the CV Zone, a minimum of 5% of the market rental *Apartment* units and a minimum of 5% of the affordable rental *Apartment* units shall be 3-bedroom units.
- (e) For the purposes of the CV Zone, no more than 225 *Assisted living, Community Care Facility, or Supportive Housing Use* units shall be considered market rental *Apartment* units and none of these unit types shall be considered affordable rental *Apartment* units. Any *Assisted living, Community Care Facility, or Supportive Housing Use* units in excess of a total count of 225 units are to be included in the count of strata *Apartment* units, regardless of whether the units are actually strata-titled.

(3) Commercial and Employment:

- (a) The total permitted floor area for commercial and employment space in each Area is limited based on the following minimum and maximum amounts:

Area	Floor Area
1A and 1B combined (Mixed Use Village Core South and Mixed Use Village Core North)	Minimum of 10,033 square metres of ground-floor retail and service space
2 (Multifamily Residential)	Maximum of 650 square metres
3 (Ground-Oriented Residential)	No commercial or employment space permitted
4 (Benchlands Employment)	Maximum of 12,077 square metres
5 (Community Use)	Maximum of 1,200 square metres

Total	Maximum of 35,359 square metres
-------	---------------------------------

(4) Other Non-Residential:

- (a) The total maximum floor area of Child Care in all areas combined is 3,700 square metres.
- (b) The total permitted floor area for Other Non-Residential in each Area, excluding Child Care, is limited to the following maximum amounts:

Area	Floor Area
1A and 1B combined (Mixed Use Village Core South and Mixed Use Village Core North)	2,500 square metres
2 (Multifamily Residential)	2,000 square metres
3 (Ground-Oriented Residential)	500 square metres
4 (Benchlands Employment)	100 square metres
5 (Community Use)	7,000 square metres
Total	12,100 square metres

(5) Covenant Registered on Title of Development Parcels:

- (a) Prior to the issuance of any building permit, a covenant under Section 219 of the Land Title Act, on terms satisfactory to the District’s Director of Planning and Development Services, must be registered on the title of the relevant parcel documenting the portion of the total development entitlements contained in the following sections of the CV zone that are being allocated by the building permit to the parcel: Section 750.05(2)(a) regarding residential unit count and floor area by unit type, Section 750.05(2)(c) regarding lots for *Dwellings, single family* by lot size category, Section 750.05(2)(d) regarding market rental *Apartment* units and affordable rental *Apartment* units by bedroom type, Section 750.05(3)(a) regarding commercial and employment space by Area, Section 750.05(4)(a) and (b), and Section 750.08(1) regarding building storeys and height by Area in this CV Zone.

750.06 Site Coverage

(1) The maximum *Site coverage* for specified buildings within Area 3 (Ground-Oriented Residential) shall be as follows:

Building Type	Site Coverage
Dwelling, single family	35% of <i>Site area</i> if <i>Site area</i> greater than 669 square metres; 40% of <i>Site area</i> if <i>Site area</i> less than 669 square metres
Dwelling, two family or duplex	40% of <i>Site area</i>

750.07 Floor Area Ratio

(1) The maximum floor area for specified buildings within Area 3 (Ground-Oriented Residential) shall be as follows:

Building Type	Floor Area Ratio
Dwelling, two family or duplex	0.45
Dwelling, single family	0.45 on a lot of 669 square metres or less in <i>Site area</i> ; 0.4 on a lot of 669 square metres and less than 1,022 square metres in <i>Site area</i> ; 0.35 on a lot of 1,022 square metre or more in <i>Site area</i>

750.08 Height

(1) Building and structure heights in Areas 1A, 1B, 2, 3, and 4 are limited to the following storey and height maximums:

Area	Storey and Height Maximums
Areas 1A and 1B combined: (Mixed Use Village Core South and Mixed Use Village Core North)	A maximum of 5 buildings up to the lesser of 25 storeys or 84 metres; All other buildings up to the lesser of 6 storeys or 21.5 metres
Area 2 (Multifamily Residential)	A maximum of 8 buildings up to the lesser of 25 storeys or 84 metres; All other buildings up to the lesser of 6 storeys or 21.5 metres

Area 3 (Ground-Oriented Residential)	3 storeys and 11.2 metres
Area 4 (Benchlands Employment)	For buildings only containing employment space: a maximum of 2 storeys plus a mezzanine and 18.3 metres; For buildings containing employment space and rental <i>Apartment</i> units: a maximum of 2 storeys plus a mezzanine for employment uses, plus up to 3 storeys for rental <i>Apartment</i> units and 28.2 metres

- (2) Building heights in Area 5 are limited to the following storey and height maximums:

Area	Storey and Height Maximums
Area 5 (Community Use)	4 storeys and 15.25 metres

- (3) For *Residential Use Type A*, elevator penthouses, solar energy systems, roof top patio access, guardrails and facilities, and mechanical equipment and enclosures are excluded from building storey consideration.
- (4) Notwithstanding Section 120.17, when calculating the height for all buildings as per Section 120.19, average grade is to be calculated from *Grade, finished* only (not *Grade, natural*).
- (5) For building types other than *Dwelling, single family*; *Dwelling, two family or duplex*; and *Dwelling, triplex* and notwithstanding Section 120.18(2), storeys below the ground floor shall not be included in determining the number of storeys in buildings, and for this purpose the ground floor of a building is the storey in which the main entrance or lobby, as the case may be, is located.
- (6) For building types other than *Dwelling, single family*; *Dwelling, two family or duplex*; and *Dwelling, triplex*, Section 120.20 does not apply.

750.09 Highest Building Face for Dwelling, single family and Dwelling, two family or duplex

- (1) 6.7 metres measured from the floor elevation of either the basement or main storey, whichever is lower.

750.10 Setbacks

- (1) The minimum setbacks for buildings within the CV Zone shall be 0.0 metres, except those setbacks provided for under Section 750.10(2).

Subject to Section 750.10(3), the minimum setbacks for

- (2) *Dwelling, single family and Dwelling, two family or duplex Dwelling* types shall be as follows:

Setback Minimum	
Front:	4.5 metres, except where a garage faces the street the minimum front setback for the garage is 7 metres
Rear:	5.0 metres
Side:	1.2 metres
Exterior Side:	2.0 metres

- (3) Side yard setbacks are only required where a *Dwelling* unit is not attached to another *Dwelling* unit.

750.11 Off-Street Parking and Bicycle Storage

- (1) Off-street parking shall be provided as follows:
 - (a) The number of parking spaces provided shall be in accordance with the following:

Use	Parking Ratio
<i>Residential Use Type A</i>	A minimum of 1 parking space per strata dwelling unit and a maximum of 1.85 parking spaces per strata dwelling unit;
	A minimum of 0.5 parking spaces per rental dwelling unit and a maximum of 1.6 parking spaces per rental dwelling unit; plus
	A minimum of 0.1 parking spaces per dwelling unit for visitor parking
<i>Residential Use Type B</i>	A minimum of 1 parking space per dwelling unit and a maximum of 2 parking spaces per dwelling unit on lots less than 1,301 square metres and a maximum of 3 parking spaces per dwelling unit on lots greater than 1,301 square metres
All uses in Area 4 (Employment Benchlands)	A minimum of 1 parking space per 55.7 square metres of gross floor area

Office in Areas 1A and 1B (Mixed Use Village Core South and Mixed Use Village Core North)	A minimum of 1 parking space per 37.5 square metres of gross floor area
Community Retail and Service	A minimum of 1 parking space per 37.5 square metres of gross floor area
Hotel	A minimum of 1 parking stall per 70 square metres of gross floor area
Any other permitted uses not included in the uses listed above in this table	A minimum of 1 parking space per 37.5 square metres of gross floor area

- (b) All off-street parking shall be provided in an underground structure except that off-street parking may be provided on the first or second storey within a building provided that such off-street parking must be screened from view at street level by landscaping or other uses such as residential or commercial space between the off-street parking and the building frontage.
 - (c) Section 142.06(1) shall not apply in the CV Zone.
- (2) Bicycle storage within the CV Zone shall be provided as follows:
- (a) Secure bicycle storage regulations under Section 143.01 shall apply in the CV Zone.
 - (b) Short-term bicycle parking regulation under Section 143.02 shall apply in the CV Zone.

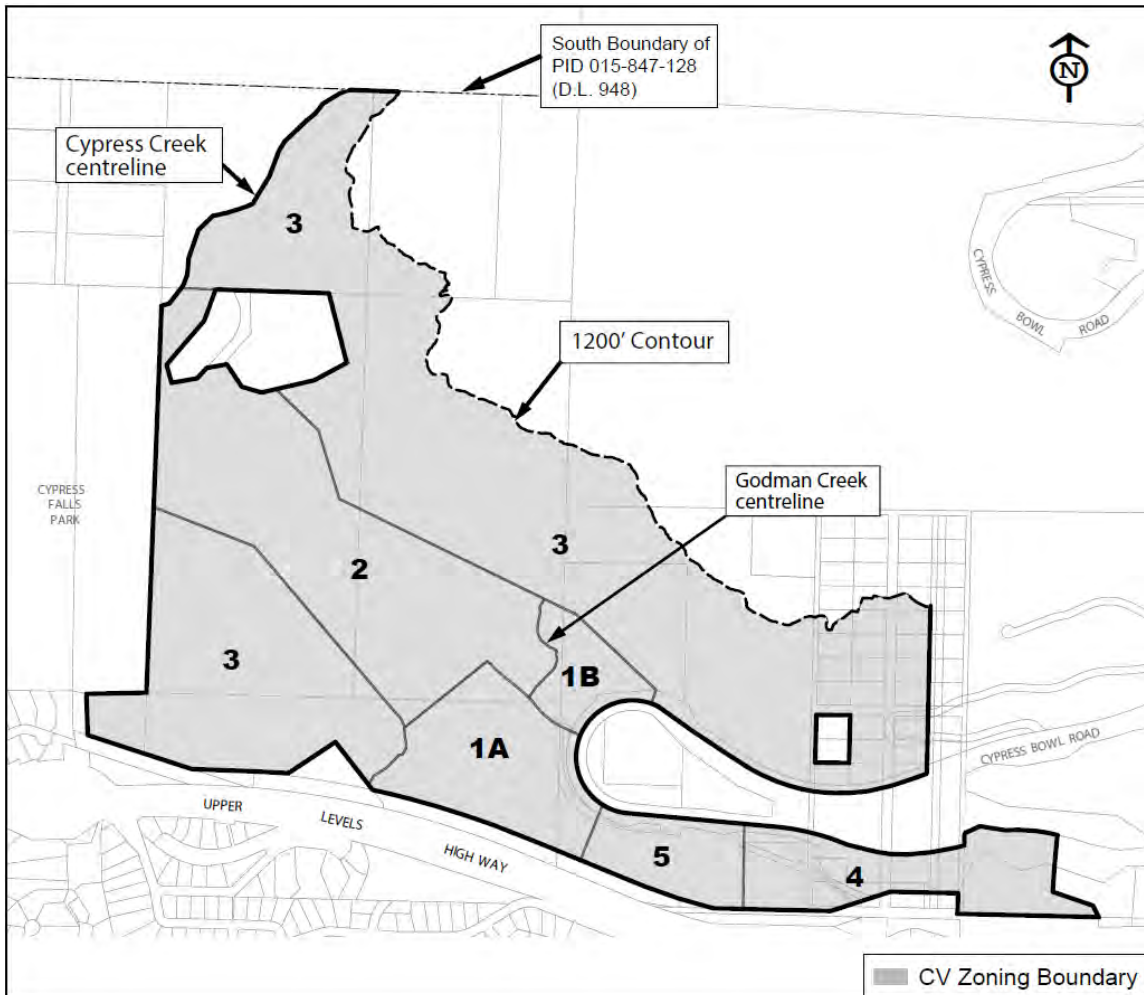
750.12 Landscaping and Retaining Walls

- (1) Notwithstanding Section 120.22, the following regulations will apply to retaining walls in the CV Zone:
 - (a) For *Dwelling, single family* and *Dwelling, two family and duplex* sites, retaining walls that are not subject to Development Permit review and approval have the following conditions:
 - i. "Natural grade" shall be the grade established under a development permit for subdivision and construction of roads and services.
 - ii. The minimum setback between approximately parallel retaining walls of a retaining wall system is 1.2m;
 - iii. The 'grade line' illustrated in 120.22 calculated at any rear or side lot line shall be 2.4m at PL, then 45 degrees slope (1:1 setback);
 - iv. The maximum number of walls in a retaining wall system is three (3).
- (2) Any portion of a site not occupied by buildings, driveways or pedestrian walkways shall be landscaped and this landscaping shall be maintained.

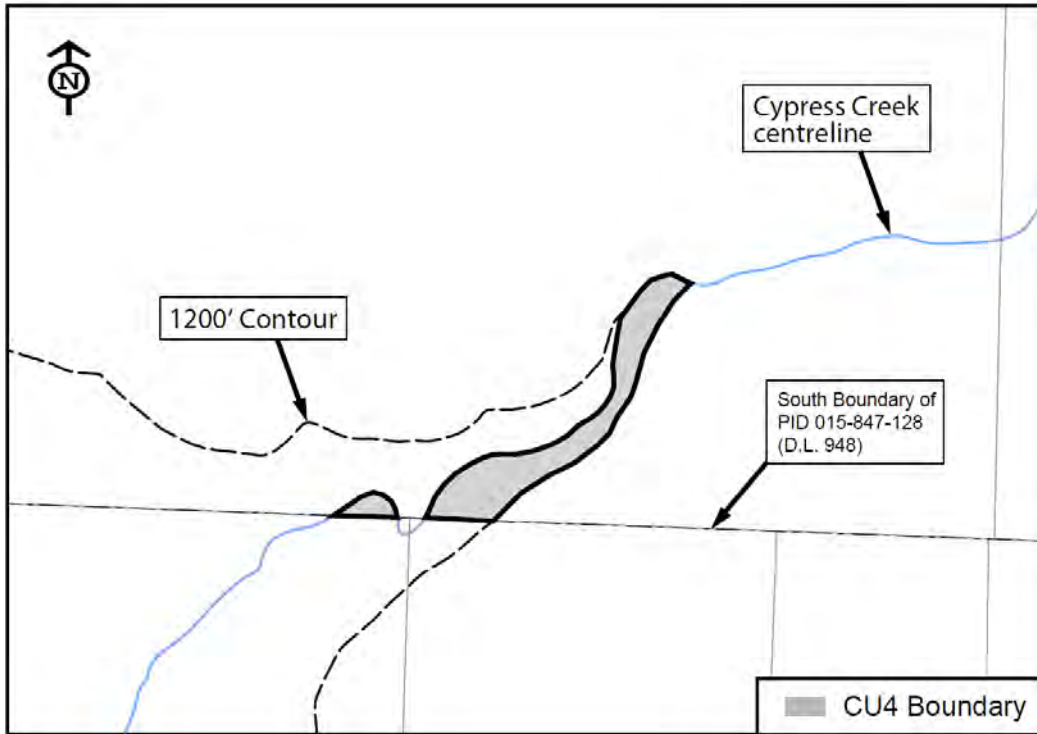
Schedule B – Zoning Maps Amendment (Eagleridge and Cypress Village)

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

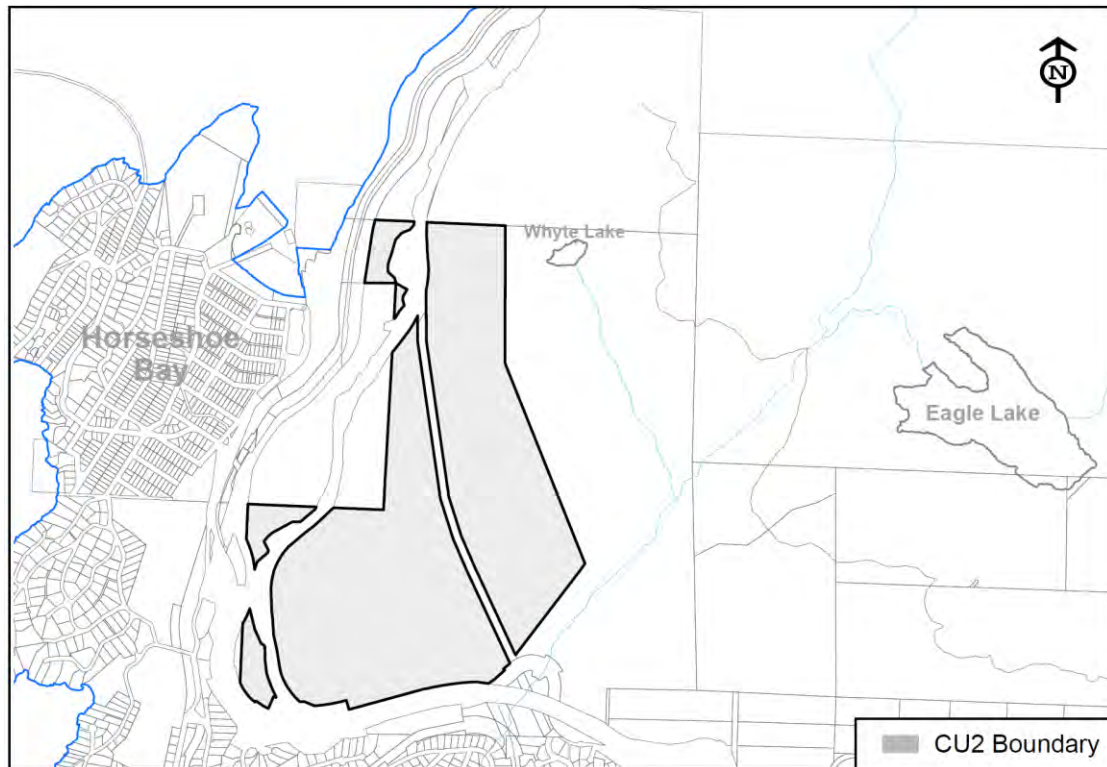
Schedule B1: The entire area shown shaded on the map below is rezoned to CV – Cypress Village Zone.



Schedule B2: The area shown shaded on the map below is rezoned to CU4 – Community Use Zone 4.



Schedule B3: The area shown shaded on the map below is rezoned to CU2 - Community Use Zone 2.





District of West Vancouver

**Phased Development Agreement
Authorization Bylaw No. 5207, 2024**
(Cypress Village)

Effective Date:

District of West Vancouver

**Phased Development Agreement
Authorization Bylaw No. 5207, 2024**
(Cypress Village)

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District of West Vancouver

Phased Development Agreement Authorization Bylaw No. 5207, 2024

(Cypress Village)

A bylaw to enter into a Phased Development Agreement.

WHEREAS a local government may, by bylaw, enter into a phased development agreement with an owner of land; and

WHEREAS Council published notices of its intention to enter into a phased development agreement with British Pacific Properties Limited, and held a public hearing in respect of this bylaw in accordance with the Local Government Act;

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

Part 1 Citation

- 1.1 This bylaw may be cited as Phased Development Agreement Authorization Bylaw No. 5207, 2024.

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 Authorizes a Phased Development Agreement

- 3.1 Attached to this bylaw as Schedule "A" and forming part of this bylaw is a copy of the Cypress Village Phased Development Agreement between the District of West Vancouver and British Pacific Properties Limited.
- 3.2 The District is hereby authorized to enter into the Cypress Village Phased Development Agreement, and the Mayor and Clerk are authorized to execute the Cypress Village Phased Development Agreement on behalf of the District.

- 3.3 Council delegates to the Director of Planning and Development Services, the authority to agree to minor amendments to the Cypress Village Phased Development Agreement.

Schedules

Schedule A – Cypress Village Phased Development Agreement

READ A FIRST TIME on June 3, 2024

PUBLICATION OF NOTICE OF PUBLIC HEARING on June 12 and 19, 2024

PUBLIC HEARING HELD on June 25, 2024

READ A SECOND TIME on June 25, 2024

READ A THIRD TIME on June 25, 2024

ADOPTED by the Council on

Mayor

Corporate Officer

Schedule A – Cypress Village Phased Development Agreement

**CYPRESS VILLAGE
PHASED DEVELOPMENT AGREEMENT**

THIS AGREEMENT is dated for reference April 16th, 2024,

BETWEEN:

THE CORPORATION OF THE DISTRICT OF WEST VANCOUVER, a municipal corporation pursuant to the *Local Government Act* and having its offices at 750 – 17th Street, West Vancouver, B.C., V7V 3T3

(the “**District**”)

AND:

BRITISH PACIFIC PROPERTIES LIMITED, INC. NO. 438330, a company incorporated under the laws of British Columbia, and having its offices at 1001 – 100 Park Royal, West Vancouver, B.C., V7T 1A2

(“**BPP**”)

WHEREAS:

- A. Capitalized terms in these recitals have the meanings given to them in Schedule “B”;
- B. The District is the registered owner in fee simple of the District Lots and has ownership and possession of certain unopened portions of roadways comprising the District Closed Roads;
- C. BPP is the registered owner in fee simple of the BPP Lands and the Eagleridge Lands;
- D. To facilitate the Cypress Village Development, the District and BPP have entered into the Cypress Village Land Agreement pursuant to which BPP will transfer the Eagleridge Lands to the District and the District will transfer to BPP the District Lands (which include the District Lots and the District Closed Roads) and will provide to BPP the District’s payment of compensation referred to therein and, provided the District is able to acquire them, the District’s transfer of the MoTI Lands;
- E. The District has brought forward to Council for consideration the Cypress Village Bylaws for, *inter alia*, the CV Lands for the purposes of permitting the Cypress Village Development and upon acquisition of the Eagleridge Lands, the District will bring forward to Council for consideration the Park Dedication Bylaw for the purposes of dedicating the Eagleridge Lands as municipal park in perpetuity in accordance with the terms of the Cypress Village Land Agreement and as contemplated by the Cypress Village ADP;
- F. The Cypress Village Development will have active transportation connections to Area 5 and Area 6 of the Rodgers Creek Development;
- G. As a condition of advancing the Cypress Village Bylaws to the District’s Council for Public Hearing, BPP has undertaken to provide the PDA Amenities and Infrastructure as set out in this Agreement, in

conjunction with the development of the CV Lands and accordingly, the parties wish to ensure that the specified provisions of the Zoning Bylaw, CV Cypress Village Zone, the Subdivision Control Amendment Bylaw and Schedule G of this Agreement (which, for the CV Lands, supersedes the Subdivision Control Bylaw pursuant to the Subdivision Control Amendment Bylaw) continue to apply to the CV Lands for the Term and that the CV Lands are developed in accordance with the terms and conditions set out in this Agreement;

- H. BPP can only viably proceed with the Cypress Village Development, the provision of the PDA Amenities and Infrastructure, the expenditure of necessary off-site infrastructure costs, at the times contemplated herein, if BPP obtains the assurances provided herein that subsequent changes to the Specified Bylaw Provisions governing the development of the CV Lands are restricted as provided herein;
- I. The District wishes to establish a comprehensive mechanism to guide the future of the Cypress Village Development that reflects the environmental, social and economic elements of sustainability in keeping with its Official Community Plan and Cypress Village ADP objectives and to secure the amenities provided for herein, including the transfer of ownership of the Eagleridge Lands from BPP to the District in accordance with the Cypress Village Land Agreement, all of which is integral to the adoption by Council of the Cypress Village Bylaws;
- J. The Council has given notice, held a public hearing, obtained approval from the Inspector of Municipalities and has, by bylaw, authorized the execution of this Agreement;
- K. To facilitate the various transactions contemplated by the Agreement:
 - (i) the District and BPP have entered into the Cypress Village Land Agreement; and
 - (ii) Council has enacted:
 - a. the DCC Bylaw Amendment Bylaw;
 - b. the Subdivision Control Amendment Bylaw;
 - c. the Cypress Village DCC Expenditures Bylaw;
 - d. the Cypress Village OCP Amendment Bylaw;
 - e. the Cypress Village Reserve Fund Establishment Bylaw;
 - f. the Cypress Village Zoning Amendment Bylaw;
 - g. the Road Closure Bylaws;
 - h. the Regulatory Bylaw Amendments;
 - i. the Waterworks Regulation Amendment Bylaw;
 - j. the Sewerage and Drainage Works Regulation Amendment Bylaw; and
 - (iii) During the period commencing on the date of final adoption of the Cypress Village Zoning

Amendment Bylaw and the date that is the earlier of the date the First Closing completes under the Land Agreement or January 31, 2025, or such other date as the parties may otherwise agree to in writing (the “**Waiver Period**”) BPP has agreed, under Section 3.2 hereof, not to seek any compensation or damages from the District in connection with the adoption of the Cypress Village Zoning Amendment Bylaw for the Eagleridge Lands;

- (iv) Council has resolved to direct District staff to undertake and carry out administrative steps and tasks that staff consider necessary to implement the design, procurement, and construction of the CV Fire Station; and
- (v) Council has resolved to allocate funds from the Community Amenity Reserve Fund for the purposes of constructing the CV Fire Station.

L. In view of the foregoing, the District and BPP are prepared to enter into this Agreement.

NOW THEREFORE in consideration of the mutual promises set out in this Agreement, BPP and the District agree pursuant to Section 516 of the *Local Government Act* as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.0 **Definitions.** In this Agreement capitalized terms have the meanings set out in Schedule “B”.
- 1.1 **Headings.** The headings and captions are for convenience only and do not form a part of this Agreement and will not be used to interpret, define or limit the scope, extent or intent of this Agreement or any of its provisions.
- 1.2 **Use of the word Including.** The word “including” when following any general term or statement is not to be construed as limiting the general term or statement to the specific items or matters set forth or to similar terms or matters but rather as permitting it to refer to other items or matters that could reasonably fall within its scope, save and except where the use of the word “including” is followed by the word “only” or another restrictive qualifier.
- 1.3 **Currency.** A reference to currency means Canadian currency.
- 1.4 **Legislation.** A reference to a statute includes every regulation made pursuant thereto, all amendments to the statute or to any such regulation in force from time to time, and any statute or regulation that amends, supplements, re-enacts or supersedes such statute or any such regulation.
- 1.5 **Governing Law.** This Agreement shall be governed by and construed in accordance with laws applicable in the Province of British Columbia.
- 1.6 **Time.** A reference to time or date is to the local time or date in West Vancouver, British Columbia.
- 1.7 **Interpretation.** A word importing the masculine gender includes the feminine or neuter, and a word importing the singular includes the plural and vice versa.
- 1.8 **Approvals.** A reference to approval, authorization, consent, designation, waiver or notice means written approval, authorization, consent, designation, waiver or notice.

1.9 **Section References.** A reference to a section means a section of this Agreement, unless a specific reference is provided to a statute.

1.10 **Schedules.** The following Schedules are attached to and form part of this Agreement:

“A” CV Lands and Eagleridge Lands

“B” Definitions

“C” CV Child Care Facilities Terms of Reference

“D” Local Parks, Park Improvements, Plazas and Natural Areas

“E” Independent Transit Service

“F” Market Rental Housing – Unit Count Thresholds

“G” Servicing Standards

“H” Responsibility and Cost Allocations for Certain Cypress Village Infrastructure

“I” CV Applications Review Office Agreement

“J” Sustainability and Adaptable Housing Standards

“K” Non-Market Rental Housing Sites

“L” Commercial Precincts within the Mixed-Use Village Core

“M” Subdivision Servicing Agreement

“N” Terms for CV Works and Services in Schedule “H”

2. APPLICATION OF AGREEMENT

2.1 This Agreement applies to the CV Lands and to no other land.

3. CONDITIONS PRECEDENT AND WAIVER OF CERTAIN CLAIMS

3.1 The obligations of the parties under this Agreement are subject to the fulfillment of the following mutual conditions precedent:

- (a) enactment by Council of the Cypress Village Bylaws;
- (b) enactment by Council of the Cypress Village DCC Expenditures Bylaw;
- (c) enactment by Council of the Cypress Village Reserve Fund Establishment Bylaw;
- (d) enactment by Council of the DCC Bylaw Amendment Bylaw;

- (e) enactment by Council of the Road Closure Bylaws;
- (f) enactment by Council of the Regulatory Bylaw Amendments;
- (g) adoption by Council of a resolution transferring \$13,000,000 from the Community Amenity Reserve Fund, which funds were collected from community amenity contributions from Rodgers Creek, to the Cypress Village Reserve Fund and permitting the expenditure of such amount for the purposes of the District’s construction of the CV Fire Station; and
- (h) the District and BPP entering into the Cypress Village Land Agreement.

3.2 During the Waiver Period, BPP irrevocably waives, and releases the District from, any claim for compensation for a reduction in the value of the Eagleridge Lands or for any loss or damages that might result from the adoption of the Cypress Village Zoning Amendment Bylaw, even though such claims might not be barred by Section 458 of the *Local Government Act*, and BPP agrees to be bound by this waiver and release regardless of whether any other conditions precedent in Sections 3.1(a) to (g) of this Agreement are fulfilled and regardless of any termination of this Agreement. For certainty, the parties acknowledge and agree that the waiver of claims set out in this Section 3.2 does not apply in the event that the Eagleridge Lands are rezoned under the Cypress Village Zoning Amendment Bylaw but either: (a) the Land Agreement is not entered into; or (b) the Land Agreement is entered into but the First Closing under the Land Agreement does not complete for any reason whatsoever, other than by reason of BPP’s default thereunder.

4. SPECIFIED BYLAW PROVISIONS

4.1 For the Term of this Agreement, any amendment or repeal of the Specified Bylaw Provisions shall not apply to the CV Lands, subject to Section 6 below and subject to:

- (a) the express limits set out in Section 516(6) of the *Local Government Act*;
- (b) the termination of this Agreement under Section 6; or
- (c) changes that BPP agrees to in writing shall apply.

5. TERM OF AGREEMENT

5.1 The Term of this Agreement is twenty (20) years from the date of adoption of the Cypress Village Phased Development Authorization Bylaw (the “**Term**”).

6. TERMINATION

6.1 The parties may terminate this Agreement at any time by written mutual agreement.

6.2 If BPP does not comply with a provision of Sections 8.1 to 8.13 of this Agreement (a “**Default**”), other than as a result of or due to an act or omission of the District, and the District gives BPP written notice of the Default (the “**Default Notice**”), BPP will correct the Default within ninety (90) days after receipt of the Default Notice to the satisfaction of the District, failing which the District may at its option terminate this Agreement. In the event this Agreement is terminated by the District pursuant to this

Section 6.2:

- (a) BPP shall have no right to recover any portion of the PDA Amenities and Infrastructure it might have provided to the District prior to the Default, and the District shall have no further obligations under this Agreement, provided that BPP will, notwithstanding any termination, be entitled to payment by the District of any monies, including DCC Reserve Funds, payable by the District to BPP in connection with any PDA Amenities and Infrastructure provided by BPP prior to the date of termination of this Agreement and the District will be obligated to pay BPP such amounts; and
- (b) BPP will have no further obligation to provide any PDA Amenities and Infrastructure not yet provided as of the date of such termination.

6.3 If a Default requires longer than ninety (90) days to remedy, this Agreement will terminate if BPP has failed to substantially commence remedying such Default within ninety (90) days after receipt of the Default Notice to the satisfaction of the District and further 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.

7. DEVELOPMENT REQUIREMENTS

7.1 Except as expressly provided in this Agreement, nothing in this Agreement shall relieve BPP from any obligation or requirement arising under any applicable statute, bylaw or regulation in respect of the subdivision and development of the CV Lands, or any portion thereof, and without limiting the generality of the foregoing, BPP shall remain fully responsible to ensure that the development of the CV Lands, or any portion thereof, is in full compliance with all requirements of the bylaws of the District, including without limitation those respecting land development, zoning, subdivision and building construction.

7.2 Without limiting the generality of Section 7.1, in connection with any application for approval of subdivision or development of the CV Lands, or any portion thereof, BPP must obtain all permits required under the District's bylaws, as amended from time to time, and in respect of any subdivision must obtain the approval of the Approving Officer, and must comply with all applicable enactments and bylaws in connection with that subdivision.

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

8. PDA AMENITIES AND INFRASTRUCTURE AND RELATED PAYMENTS

8.1 PDA Amenities and Infrastructure and Related Payments

8.1.1 BPP shall provide the amenities and infrastructure set out in Sections 8.1 to 8.13 hereof, being:

- (a) Eagleridge Lands (Section 8.2);
- (b) CV Fire Station Contribution (Section 8.3);
- (c) CV Community Centre Contribution (Section 8.4);
- (d) CV Child Care Facilities (Section 8.5);
- (e) McGavin Field Contribution (Section 8.6);

- (f) Local Parks, Park Improvements and Plazas and Natural Areas (Section 8.7);
- (g) Hiking trails and mountain biking trails (Section 8.8);
- (h) Independent Transit Service (Section 8.9);
- (i) Rental Housing (Section 8.10);
- (j) On-Site and Off-Site Infrastructure (Section 8.11);
- (k) CV Applications Review Office (Section 8.12); and
- (l) Sustainability and Adaptable Housing Standards (Section 8.13),

(collectively, the “**PDA Amenities and Infrastructure**”).

8.1.2 The District and BPP acknowledge and agree that BPP is providing the amenities contemplated in this Agreement to address the impacts of growth on the community resulting from the Cypress Village Development.

8.1.3 If BPP fails to fulfill an obligation under this Agreement, the District or the Approving Officer may, without limiting any other remedies it might have, withhold or refuse any approvals or permits for subdivision, construction or development or any related activities in the Cypress Village Area.

8.1.4 The District will transfer, lease or otherwise provide to School District 45, for a nominal sum, a site (the “**School Site**”) for School District 45 to build and operate a permanent elementary school in the Cypress Village Area, provided each of the following conditions is satisfied:

- (a) School District 45 has notified the District in writing that it intends to build and operate a permanent elementary school in the Cypress Village Area;
- (b) School District 45 has confirmed to the District in writing that, if necessary to fit on the available site, the elementary school can be a multi-storey building;
- (c) School District 45 has confirmed to the District in writing that it accepts the School Site, which will be a portion of PID 025-467-450, Lot 1, District Lot 888, Group 1, New Westminster District, Plan BCP389 identified by the District, acting reasonably, east of the CV Community Centre and west of the McGavin Sports Field, sufficient in size to accommodate an elementary school building but not a playing field, and sized such that the School Site does not compromise the ability for the District to accommodate the CV Community Centre and McGavin Sports Field;
- (d) the District, acting reasonably, is satisfied that the School District has sufficient capital funding to build a permanent elementary school at the School Site;
- (e) School District 45 has confirmed to the District in writing that it accepts the terms (e.g. lease duration) of the transfer, lease, or provision of the School Site which will be established by the District, acting reasonably, provided that the terms will not unreasonably prevent or limit the construction and operation of an elementary school at the School Site;
- (f) School District 45 has entered into an agreement with the District for the non-exclusive use of McGavin Field during normal school hours and assigning a reasonable share of the costs of maintaining McGavin Field to the School District; and
- (g) School District 45 provides assurances satisfactory to the District, acting reasonably, that the School Site will not be used except for the elementary school.

- 8.1.5 During the Term, prior to the transfer, lease, or other disposition of the School Site to School District 45, the District will ensure that the School Site is not developed by or on behalf of the District and remains available for transfer, lease or other disposition to School District 45 as contemplated in Section 8.1.4.
- 8.1.6 The District will be liable for a breach of Section 8.1.4 only if the District fails to make all reasonable efforts to provide the School Site to School District 45 as contemplated in Section 8.1.4.
- 8.1.7 The District, at its sole discretion, may discuss opportunities with School District 45 for the School District's joint use of space in the CV Community Centre, on terms satisfactory to the District, but nothing in this Agreement obligates the District to do so.

8.2 Eagleridge Lands

- 8.2.1 BPP shall transfer the Eagleridge Lands to the District, free of any encumbrances other than as specifically contemplated by the Cypress Village Land Agreement.
- 8.2.2 Subject always to Section 15.1, the District will, in accordance with the terms of the Cypress Village Land Agreement, bring forward to Council for consideration the Park Dedication Bylaw for the purposes of dedicating the Eagleridge Lands as municipal park, by bylaw, but nothing in this Agreement is intended to oblige Council to adopt the Park Dedication Bylaw.
- 8.2.3 Further to Section 516(3)(h) and 516(4) of the *Local Government Act*, the District agrees that, when it exercises its authority under Section 510 of the *Local Government Act* in regards to a subdivision of all or a part of the CV Lands, it shall not require the dedication of any land for park, or the payment of cash in lieu monies for park land, except as expressly contemplated in this Agreement and the Cypress Village ADP.

8.3 CV Fire Station Contribution

- 8.3.1 In this Section 8.3, completion of the CV Fire Station means the CV Fire Station is operational and in use for its intended purpose.
- 8.3.2 Within 30 days of the District completing the CV Fire Station, and notifying BPP verbally or in writing, BPP will pay the District \$476,000 (the "**BPP CV Fire Station Contribution**").
- 8.3.3 For certainty, other than the BPP CV Fire Station Contribution, the design and construction of the CV Fire Station shall be at the District's expense using funds pursuant to Section 3.1(g) and other District funding sources if needed.
- 8.3.4 If the District has not completed the CV Fire Station within 5 years of the date of the District and BPP having entered into this Agreement, and the District is unable to issue Occupancy Permits for buildings in the Cypress Village Area only because the CV Fire Station is not complete, the District may, at its option:
 - (a) implement temporary fire protection measures so that Occupancy Permits may be issued; or,
 - (b) notify BPP, in writing, of the temporary fire protection measures BPP may implement such that Occupancy Permits may be issued.

- 8.3.5** If the District provides notice in writing to BPP under Section 8.3.4(b), BPP may implement the temporary fire protection measures and deduct its reasonable costs of doing so from the BPP CV Fire Station Contribution, and if BPP's reasonable costs exceed the amount of the BPP CV Fire Station Contribution, the District shall pay BPP the excess amount within 30 days of receiving BPP's invoice. The District's obligation under this Section 8.3.5 shall survive the expiry or termination of this Agreement and applies even if such temporary fire protection measures must be implemented in perpetuity.
- 8.3.6** For the purpose of determining BPP's reasonable costs under Section 8.3.5, the District may request from BPP such documentation as the District reasonably requires, in which case, if applicable, the District shall pay BPP the excess amount within 30 days of receiving the requested documentation.
- 8.3.7** If the District does not pay BPP an amount owing for BPP's excess costs of implementing temporary fire safety measures pursuant to Sections 8.3.5 and 8.3.6, BPP may reduce the amount of its McGavin Field Contribution by the unpaid amount, if such McGavin Field Contribution has not already been paid by BPP to the District in accordance with Section 8.6 below. If BPP reduces the amount of the McGavin Field Contribution by the unpaid amount, the District will remain responsible to pay BPP any portion of the unpaid amount outstanding after such reduction. The District's obligation under this Section 8.3.7 shall survive the expiry or termination of this Agreement.
- 8.3.8** Other than its right to recover its costs of implementing temporary fire protection measures under Section 8.3.5, BPP waives any other legal or equitable claim it might have against the District in connection with the District's failure to construct the CV Fire Station by any particular date, or to any particular standard, or at all.
- 8.3.9** The following further conditions shall apply to the funding, design, and construction of the CV Fire Station, but these conditions are stated only to reflect the intention of the parties and other than the right to recover its costs of implementing temporary fire protection measures under Section 8.3.5, BPP shall have no remedy against the District if the District fails to comply with any of these conditions:
- (a) the District will use commercially reasonable efforts to complete the design of the CV Fire Station so that a Building Permit can be issued for the CV Fire Station no later than two (2) years and six (6) months from the date of the District and BPP having entered into this Agreement, and to commence construction of the CV Fire Station no later than three (3) years from the date of the District and BPP having entered into this Agreement; and
 - (b) commencing 18 months after the date of this Agreement, every 6 months BPP may request updates from the District, which the District will provide to BPP, about the status of the CV Fire Station and the District's opinion as to whether the CV Fire Station is likely to be complete within 5 years of the District and BPP having entered into this Agreement.

8.4 CV Community Centre Contribution

- 8.4.1** Unless the parties agree that BPP will construct, or complete the construction of, the CV Community Centre on behalf of the District or BPP becomes entitled to construct or complete the construction of the CV Community Centre in accordance with Section 8.4.6 or Section 8.4.7 below, the District will construct the CV Community Centre and BPP will pay the District an amount equal to \$23,100,000 inflated annually by the Statistics Canada Building Construction Price Index for Non-Residential

Buildings, Division composite for Vancouver, B.C. Q4, 2021, to the date the District awards a construction contract for the CV Community Centre (the “CV Community Centre Contribution”), as follows:

- (a) BPP will pay the CV Community Centre Contribution in cash, for deposit directly into the Cypress Village Reserve Fund;
- (b) BPP will pay \$2.3 million of the CV Community Centre Contribution no later than thirty (30) days after the District notifies BPP of the award of a contract for the design of the CV Community Centre;
- (c) BPP will pay 50% of the outstanding amount of the CV Community Centre Contribution no later than thirty (30) days after the District notifies BPP of the award of a construction contract for the CV Community Centre;
- (d) BPP will pay the balance of the CV Community Centre Contribution, less 10% of the total amount of the CV Community Centre Contribution, forthwith upon Substantial Completion of the CV Community Centre; and
- (e) BPP will pay the outstanding 10% of the CV Community Centre Contribution 55 days after Substantial Completion,

it being acknowledged and agreed by the parties that:

- i. the amount of the CV Community Centre Contribution will be subject to any deductions made pursuant to Section 8.7.8 [*Local Parks DCC Reserve Funds*], Section 8.11.7 [*Drainage DCC Reserve Funds*], Section 8.11.8 [*Underground Wiring DCC Reserve Funds*] and 8.11.10 [*Water Reserve Funds*];
- ii. the interest accrued in the Cypress Village Reserve Fund will be for the benefit of the District and will be used by the District in accordance with Section 189 of the *Community Charter* and will not reduce the CV Community Centre Contribution;
- iii. the District will apply 100% of the CV Community Centre Contribution towards the costs of the design and construction of the CV Community Centre, which may include soft costs, hard costs, project management costs, overhead costs (capped at 10%), and all fees to obtain regulatory approval related to the CV Community Centre; and
- iv. the District will be responsible for all costs over and above the amount of the CV Community Centre Contribution to deliver the CV Community Centre.

8.4.2 The CV Community Centre will have a gross floor area of at least 24,000 square feet, unless BPP, in its sole discretion, agrees to a smaller floor area, but BPP's agreement to a smaller floor area will not reduce the amount of the CV Community Centre Contribution.

8.4.3 Commencing twenty-four (24) months after the date of this Agreement, every six (6) months BPP may request updates from the District, which the District will provide to BPP, about the status of the planning, design, and construction of the CV Community Centre and the District's opinion as to whether the CV Community Centre is likely to be completed within 8 years of the date of the District and BPP

having entered into this Agreement.

8.4.4 Other than the right to recover the CV Community Centre Contribution, or any portion thereof, BPP waives any legal or equitable claim it might have against the District in connection with the District's failure to construct or complete the construction of the CV Community Centre by any particular date, or to any particular standard, or at all. If the District Substantially Completes the CV Community Centre, the entire amount of the CV Community Centre Contribution shall be deemed to have been used regardless of the District's actual costs.

8.4.5 The following further conditions shall apply to the design and construction of the CV Community Centre, but these conditions are stated only to reflect the intention of the parties and other than its option to design and deliver the CV Community Centre under Section 8.4.6 or Section 8.4.7, BPP shall have no remedy against the District in law or equity if the District fails to comply with any of these conditions:

- (a) the functional program and design of the CV Community Centre will be similar to the Gleneagles Community Centre;
- (b) at the commencement of the functional program and design process, the District will meet with BPP to receive BPP's suggestions on the functional program and design of the CV Community Centre and, prior to finalization, the District will give BPP an opportunity to review and comment on the proposed functional program and design. Notwithstanding this consultation with BPP, the final functional program and design will be at the District's sole discretion;
- (c) the CV Community Centre will have a "look and feel" of the same quality as the Cypress Village Development and will integrate seamlessly with the Cypress Village Development; and
- (d) the District will use commercially reasonable efforts to obtain an Occupancy Permit for the CV Community Centre by that date that is the later of eight (8) years of the date of the District and BPP having entered into this Agreement and the date of Occupancy of the 1,400th Unit on the CV Lands. To meet this timeframe, the District will use commercially reasonable efforts to:
 - i. on or before the date of issuance of a Building Permit for the 800th Unit on the CV Lands, enter into a design contract with an architectural firm to begin the design of the CV Community Centre; and
 - ii. no later than twenty-four (24) months after the issuance of a Building Permit for the 800th Unit on the CV Lands, enter into a construction contract with a general contractor to construct the CV Community Centre.

8.4.6 If the District has not entered into a design contract for the design of the CV Community Centre by the date set out in Section 8.4.5(d)(i) the District agrees that BPP may, at BPP's option, use the CV Community Centre Contribution to design and deliver to the District the CV Community Centre in accordance with Section 8.4.8 below.

8.4.7 If the District has entered into the design contract contemplated in Section 8.4.5(d)(i) but has not entered into a construction contract for the construction of the CV Community Centre by the date set out in Section 8.4.5(d)(ii), the District agrees that BPP may:

- (a) at its option, either carry out the independent design of the CV Community Centre or assume the District's obligations under the design contract, provided that in either case, the CV Community Centre can be designed and constructed for a total amount not greater than the amount set out in Section 8.4.8(a); and
- (b) deliver the CV Community Centre to the District in accordance with Section 8.4.8 below using the CV Community Centre Contribution.

8.4.8 In the event that BPP designs and/or delivers the CV Community Centre in accordance with Section 8.4.6 or Section 8.4.7 above, as applicable, the District and BPP agree that:

- (a) notwithstanding Section 8.4.1, the \$23,100,000 to be provided by BPP in connection with the construction of the CV Community Centre will be inflated annually by the Statistics Canada Building Construction Price Index for Non-Residential Buildings, Division composite for Vancouver, B.C. Q4, 2021, to the date BPP becomes entitled to deliver the CV Community Centre under either Section 8.4.6 or Section 8.4.7 above, as applicable;
- (b) the CV Community Centre will be constructed on the CV Community Centre Parcel and the District hereby agrees that BPP will have a licence over the CV Community Centre Parcel for the purposes of carrying out the construction of the CV Community Centre for the duration of the required construction period;
- (c) if BPP assumes the District's design contract for the design of the CV Community Centre, BPP will deliver the CV Community Centre in accordance with the designs approved by the District pursuant to such design contract, provided that the total cost of the design and construction of the CV Community Centre is not greater than the amount set out in Section 8.4.8(a); and
- (d) if BPP does not assume the District's design contract, BPP will deliver the CV Community Centre generally in accordance with the following requirements:
 - i. the design of the CV Community Centre will be similar to the Gleneagles Community Centre;
 - ii. the CV Community Centre will have a "look and feel" of the same quality as the Cypress Village Development and will integrate seamlessly with the Cypress Village Development; and
 - iii. at the commencement of BPP's design process, BPP will provide the District with an opportunity to meet with BPP to provide the District's suggestions on the functional program and design of the CV Community Centre and, prior to finalization, BPP will give the District an opportunity to review and comment on the functional program and design. Notwithstanding this consultation with the District, the final design will be at BPP's sole discretion acting reasonably and taking into consideration that the District will operate the CV Community Centre.

8.4.9 Regardless whether the District or BPP constructs the CV Community Centre, it will be operated by the District and BPP will have no obligation to contribute to any operating costs of the CV Community Centre.

8.5 CV Child Care Facilities

- 8.5.1** Over the course of the build-out of the Cypress Village Development, BPP will, subject to Section 8.5.5, construct 2.89 CV Child Care Spaces per every 100 Units, which CV Child Care Spaces will be accommodated within a minimum of three separate CV Child Care Facilities and a maximum of ten separate CV Child Care Facilities, for a minimum combined total of 107 CV Child Care Spaces upon full build-out of the Cypress Village Development. Each CV Child Care Facility will not have more than the maximum number of child care spaces permitted by the Provincial Regulations and VCH Guidelines (each as defined in Schedule “C” hereto).
- 8.5.2** BPP will construct and deliver the CV Child Care Spaces as follows:
- (a) the first CV Child Care Facility must be ready for occupancy prior to the Occupancy of the 500th Unit on the CV Lands and must include the minimum number of CV Child Care Spaces needed to meet the ratio defined in Section 8.5.1;
 - (b) thereafter, the minimum number of CV Child Care Spaces needed to meet the ratio defined in Section 8.5.1 must be constructed prior to the Occupancy of every 800th Unit on the CV Lands thereafter; and
 - (c) prior to the construction of each CV Child Care Facility, BPP will advise if the CV Child Care Facility is being provided as a standalone building (in which case the transfer will be by way of a two-dimensional parcel) or within a building (in which case BPP will seek a decision from the District on whether the CV Child Care Facility is to be transferred by way of an air space subdivision or strata lot); and
 - (d) upon the issuance of each Occupancy Permit for the applicable CV Child Care Facility within which the CV Child Care Spaces are located, such CV Child Care Facility will be transferred to the District for \$1.00. If, pursuant to Section 8.5.2(c), the District has elected to acquire a CV Child Care Facility by way of a strata lot, there must be reasonable cost sharing among the strata lots within the strata plan based on actual benefits received and costs caused by the strata lots and the strata corporation’s bylaws must restrict the strata corporation’s ability to impose operating restrictions in respect of the CV Child Care Facility.
- 8.5.3** The CV Child Care Facilities are to be located on those lands designated Mixed-Use Village Core or Multi-Family Housing in the Cypress Village ADP, with priority for lands in close proximity to the CV Community Centre, the elementary school, parks, pathways and/or transit, to ensure ease of access for Cypress Village residents.
- 8.5.4** BPP will construct the CV Child Care Facilities in accordance with the Cypress Village ADP and this Agreement, including without limitation the CV Child Care Facilities Terms of Reference attached hereto as Schedule “C”.
- 8.5.5** The District and BPP may mutually agree that BPP can provide a cash in lieu contribution to the District instead of constructing some or all of the CV Child Care Spaces as required by Sections 8.5.1 and 8.5.2, subject to and conditional upon the District and BPP negotiating and entering into an agreement, in form and content satisfactory to both parties, for the amount of such cash in lieu contribution and the associated number of CV Child Care Spaces that BPP will no longer be required to construct. The District may only apply the amount of any such cash in lieu contribution towards additional fit-out or

additional space in either the CV Community Centre or the planned elementary school for McGavin Field for the purposes of providing CV Child Care Spaces therein.

8.6 McGavin Field Contribution

8.6.1 Subject to any deductions made pursuant to Section 8.3.7, BPP will pay the District a cash contribution in the amount of \$1,000,000 inflated annually by the Statistics Canada Building Construction Price Index for Non-Residential Buildings, Division composite for Vancouver, B.C. Q4, 2021, to the date the District awards a construction contract for the McGavin Sports Field (the “**McGavin Field Contribution**”). The District will apply 100% of the McGavin Field Contribution towards the capital costs of the McGavin Sports Field, which may include design costs, soft costs, hard costs, project management costs, overhead costs, and all fees to obtain regulatory approval related to the McGavin Sports Field. For certainty, BPP will pay the McGavin Field Contribution to the District no later than seven (7) Business Days after the District notifies BPP that it has awarded the construction contract for the McGavin Sports Field.

8.6.2 The District will be solely responsible for the design, construction and capital budget for the McGavin Sports Field.

8.7 Local Parks, Park Improvements and Plazas and Natural Areas

8.7.1 BPP will complete the local/neighbourhood parks, park improvements and plazas, together with all pedestrian/cycling/multi-use paths and the related infrastructure referred to in Section 8.8.3 (collectively, “**Local Parks, Park Improvements and Plazas**”) in accordance with Schedule “D” hereto, and will construct all Local Parks, Park Improvements and Plazas, in accordance with the Cypress Village ADP and design specifications which are subject to approval by the District.

8.7.2 BPP will complete the Local Parks, Park Improvements and Plazas in accordance with the earlier of the unit counts, occupancy dates, or completion dates set out in column 3 of Schedule “D”.

8.7.3 The Local Parks, Park Improvements and Plazas will each have a minimum cost as indicated in column 2 of Schedule “D” and will be funded, in part, from Parkland Local development cost charge monies currently held by the District in the Parkland Development Cost Charge Reserve Fund. The parties acknowledge and agree that the costs set out in column 2 of Schedule “D” will include the costs of the infrastructure referred to in Section 8.8.3, regardless of whether such infrastructure is located within a park or plaza listed in column 1 of Schedule “D”.

8.7.4 The Local Parks, Park Improvements and Plazas will be generally in accordance with the conceptual plan set out in Schedule “D” hereto, it being acknowledged and agreed by the District and BPP that such plan is conceptual and general only, having been prepared to provide an indication of the possible locations for parks and plazas within the Cypress Village Development. The final locations for parks and plazas will be established through future planning processes.

8.7.5 To help facilitate the completion of the Local Parks, Park Improvements and Plazas, Council has enacted the Cypress Village DCC Expenditures Bylaw to authorize the expenditure of \$3,000,000 of Parkland Local development cost charge monies from the Parkland Development Cost Charge Reserve Fund (the “**Local Parks DCC Reserve Funds**”) for the purposes of helping to fund the Local Parks, Park Improvements and Plazas.

- 8.7.6 As each park or plaza listed in column 1 of Schedule “D” is completed, BPP will provide the District with written notice that the park or plaza has been completed and an accounting of the total construction cost of the park or plaza for verification. Upon written confirmation from the District that the park or plaza has been accepted and that the accounting has been accepted, which acceptances will not be unreasonably withheld or delayed, the District will pay BPP the lesser of the cost listed in column 2 of Schedule “D” or the actual cost of construction, to a combined maximum total equal to the Local Parks DCC Reserve Funds.
- 8.7.7 Upon Substantial Completion of each park or plaza listed in the Local Parks, Park Improvements and Plazas in column 1 of Schedule “D”, BPP will, at the District’s option and for \$1.00, either transfer title to such park or plaza to the District or grant to the District statutory rights of way or other forms of legal tenure permitting the public use and enjoyment of such park or plaza in perpetuity.
- 8.7.8 If the District does not pay the Local Parks DCC Reserve Funds to BPP, BPP will be entitled to reduce the amount of its CV Community Centre Contribution by the amount of any unpaid Local Park DCC Reserve Funds.
- 8.7.9 BPP will, at the District’s option and for \$1.00, either transfer title to the District or grant to the District statutory rights of way or other forms of legal tenure permitting the public use and enjoyment of the natural areas in perpetuity, which in some cases include riparian areas, as shown on the conceptual plan in Schedule “D” (the “**Natural Areas**”) as part of incremental subdivisions of the CV Lands, and the Approving Officer may refuse to approve a subdivision for non-compliance with this Section.

8.8 Hiking Trails and Mountain Biking Trails

- 8.8.1 Except where a hiking trail is provided for in conjunction with a mountain bike trail under Section 8.8.5, BPP will, at its cost, construct all hiking trails in accordance with the Cypress Village ADP, and any approved concept plans and agreed upon design specifications. For clarity, a hiking trail under this section does not include the Mountain Path, paved multi-use paths or the Powerline Road improvements described in Section 8.8.6.
- 8.8.2 The hiking and mountain biking trails will generally be located as shown on the conceptual plan in Schedule “D”.
- 8.8.3 As part of BPP’s obligation and costs to deliver Local Parks, Park Improvements and Plazas, BPP will construct infrastructure to support such recreational uses, including vehicle and bicycle parking, trailheads and washrooms, all in accordance with the Cypress Village ADP.
- 8.8.4 All hiking trails located in park or future park land as shown as Natural Areas on the conceptual plan in Schedule “D” will be constructed on a phased basis during the build out of the Cypress Village Development as follows:
 - (a) 40% of the linear length of the hiking trails will be completed prior to Occupancy of the 600th Unit;
 - (b) 80% of the linear length of the hiking trails will be completed prior to Occupancy of the 1,400th Unit; and
 - (c) the remaining 20% of the linear length of the hiking trails will be completed at the same time as adjacent subdivisions.

- 8.8.5** In accordance with the Cypress Village ADP, the District will undertake a planning process involving consultation with BPP and local user groups to formalize, plan for, build and set out the approach to managing mountain biking trails in the Cypress Village Area. Upon completion of the District’s planning process regarding the establishment of District authorized mountain biking trails in the Cypress Village Area, including the completion of an approved design and budget, the District will provide written notice to BPP that the planning process, approved design and budget for the mountain biking area in the Cypress Village Area is complete and BPP will provide a \$500,000 cash contribution towards the establishment of the mountain biking area as shown on the conceptual plan in Schedule “D”.
- 8.8.6** BPP will construct the Powerline Road improvements in accordance with the Cypress Village ADP between the 1200 Foot Contour and the Trans Canada Trail at a location immediately north of the third switchback of Cypress Bowl Highway, with a connection to the Fern Trail (as shown on the conceptual plan in Schedule “D”), which improvements will have achieved Substantial Completion no later than the date of Occupancy of the 1,000th Unit.
- 8.8.7** In addition to BPP’s obligations set out in this Section 8.8, BPP will participate in the trail planning processes set out in Section 9.5.5 of the Cypress Village ADP.

8.9 Independent Transit Service

- 8.9.1** As development and construction of the Cypress Village Development progresses, BPP will fund and operate an independent transit service (“**Independent Transit Service**” or “**ITS**”) between that portion of the Cypress Village Area designated in the Cypress Village ADP as “Mixed-Use Village Core” and Park Royal Shopping Centre on Marine Drive in West Vancouver in accordance with the projected service span and passenger capacity requirements for each stage of development, as set out in Schedule “E” hereto. As the Cypress Village Development progresses westward, the Independent Transit Service will extend from the Mixed-Use Village Core westward up Eagle Lake Road.
- 8.9.2** The Independent Transit Service will be operated by BPP in accordance with and subject to TransLink’s Independent Transit Service Policy and any terms and conditions specific to TransLink’s approval of the Independent Transit Service.
- 8.9.3** BPP will commence operation of the Independent Transit Service on or before the date of Occupancy of the first Unit in Cypress Village and such service will continue until the earlier of:
- (a) TransLink taking over the service;
 - (b) TransLink discontinuing its authorization for the Independent Transit Service;
 - (c) BPP and the District agreeing to an alternative transportation measure; or
 - (d) the termination or expiry of this Agreement.
- 8.9.4** Prior to the expiry of TransLink’s initial authorization of the ITS, BPP will use commercially reasonable efforts to obtain a renewal of such authorization, and the District will provide reasonable support for such efforts, and in the event that TransLink discontinues its authorization, BPP and the District will, each acting reasonably, attempt to reach agreement as soon as possible on an alternative approach to transit service and will seek approval, if necessary, from TransLink in respect of such service.
- 8.9.5** If at any time during the term of this Agreement TransLink does not renew the authorization for the

ITS and does not take over the ITS, then BPP shall, to the satisfaction of the District, acting reasonably, allocate the funds it otherwise would have spent on the ITS to alternative transportation programs that help reduce automobile traffic from Cypress Village (e.g. ride share or car pool programs).

8.9.6 If by the 15th year of the Term TransLink has not taken over operation of the ITS, BPP and the District will, each acting reasonably, attempt to agree on an alternative approach to transit service prior to the expiry of the Term.

8.10 Non-Market Rental Housing Sites and Market Rental Housing

8.10.1 BPP will transfer fee simple title to two subdivided parcels of land (each a “**Non-Market Rental Housing Site**”) in accordance with all of the following further conditions and requirements:

- (a) the parcels must not be bare land strata parcels, or air space parcels;
- (b) the transfer must be to the District, or, at the District’s option, to a not-for-profit housing operator selected by the District;
- (c) title to the Non-Market Rental Housing Sites must be free and clear of encumbrances except: (i) encumbrances, including without limitation, restrictive covenants in favour of BPP, reasonably required to ensure the Non-Market Rental Housing Sites cannot be developed for more than a combined total of 184 “Rental *Apartment* units, affordable rental” as that term is used in the CV Cypress Village Zone under the Zoning Bylaw; (ii) encumbrances required by the District, or the Approving Officer, as applicable, in connection with any applicable rezoning, development or subdivision; or (iii) as otherwise agreed to by the District in its discretion;
- (d) the Non-Market Rental Housing Sites must be of a sufficient size and appropriate configuration, as determined by the District, acting reasonably, to accommodate the development of a combined total 184 dwelling units with a combined total of 13,575 square metres of residential floor area, in buildings no taller than 6 storeys, with each individual site to accommodate no less than 80 dwelling units;
- (e) the physical characteristics of each Non-Market Rental Housing Site (including without limitation slope, geotechnical conditions, and required setbacks from watercourses) must be, as determined by the District acting reasonably, such that they are physically developable without extensive or extraordinary site preparation and construction cost in comparison to other multi-family residential development parcels in Cypress Village;
- (f) each Non-Market Rental Housing Site must be fully serviced at BPP’s cost (with municipal highway, water, sewage disposal, and drainage works) to the perimeter, with sufficient servicing capacity to accommodate at least the number of dwelling units to be accommodated on the parcel;
- (g) at least one of the Non-Market Rental Housing Sites must be located in the area shown as “Area 1” on the plan attached hereto as Schedule “K”, and must be transferred on or before the earlier of (i) the date that BPP applies to the District for a CV4: Form and Character Development Permit for the development of any “Strata *Apartment* units” (as that term is used in the CV Cypress Village Zone under the Zoning Bylaw) within Area 1; and (ii) the date of Occupancy of the 750th fee simple unit; and

- (h) the second Non-Market Rental Housing Site may be located in “Area 1” or “Area 2” as shown on the plan attached hereto as Schedule “K”, and must be transferred on or before the earlier of: (i) the date that BPP applies to the District for a CV4 Form and Character Development Permit for the development of any “Strata *Apartment* units” within Area 2 as that term is used in the CV Cypress Village Zone under the Zoning Bylaw; and (ii) the date of Occupancy of the 1,500th fee simple unit.

8.10.2 BPP will, on a phased basis in accordance with Schedule “F”, construct to completion at least 553 Market Rental Housing Units on the CV Lands, either in stand-alone buildings or integrated with other uses and tenures.

8.11 On-Site and Off-Site Infrastructure

General Requirements:

8.11.1 The CV Works and Services shall be designed and constructed in accordance with the standards set out in Schedule “G”.

8.11.2 If any works or services are required in connection with any subdivision or development in the Cypress Village Development but are not specifically contemplated in Schedule “G”, those works and services shall be provided in accordance with any valid bylaw of the District, in accordance with good engineering practices and to the satisfaction of the District’s Director of Engineering.

8.11.3 Except where specifically indicated otherwise in Schedule “H”, BPP will design and construct the CV Works and Services at its sole cost, and for certainty this includes deconstructing and decommissioning any existing works and services to be replaced with the CV Works and Services, and any Earthworks.

8.11.4 Nothing in this agreement limits the District’s authority to require excess or extended services under s. 507 of the *Local Government Act*, and nothing in this agreement limits BPP’s right to recover its costs of providing excess or extended services, but for this purpose BPP agrees and acknowledges that none of the CV Works and Services, if required to serve the Cypress Village Development and if designed and constructed to the servicing standards in Schedule “G”, are excess or extended services.

8.11.5 If BPP will provide security and enter into an agreement for the construction of any CV Works and Services (or any other works and services in Cypress Village) as a condition of a subdivision or building permit approval as contemplated in s. 509 of the *Local Government Act*, the amount of security will be as set out in the Subdivision Control Amendment Bylaw and the form of agreement will be substantially in accordance with Schedule “M”, provided that in the case of CV Works and Services for which the District is obligated to pay a portion of costs, BPP may request payment from the District in the manner provided for in section 3 of Schedule “N”.

8.11.6 In the case of CV Works and Services included in Schedule “H” that are not being constructed in connection with a specific subdivision or building permit approval, the construction, security, and payment terms shall be in accordance with Schedule “N”.

Diversion Works:

8.11.7 Despite Section 8.11.3, the District acknowledges and agrees that the Godman Creek and Turner Creek diversion works described in Schedule “G” hereto are DCC projects for the purposes of the DCC Bylaw. Pursuant to the Cypress Village DCC Expenditures Bylaw and as indicated in Schedule “H”, the District

will pay to BPP the amount of \$1,900,000 (the “**Drainage DCC Reserve Funds**”) from the District’s Drainage Development Cost Charge Reserve Fund upon BPP’s Substantial Completion of these works. If the District does not pay the Drainage DCC Reserve Funds to BPP, BPP will be entitled to reduce the amount of its CV Community Centre Contribution by the unpaid amount of the Drainage DCC Reserve Funds.

Underground Wiring Works

8.11.8 Despite Section 8.11.3, the District acknowledges and agrees that underground wiring works described in Schedule “G” hereto are DCC projects for the purposes of the DCC Bylaw. Pursuant to the Cypress Village DCC Expenditures Bylaw, the District will pay BPP the amount of \$500,000 (the “**Underground Wiring DCC Reserve Funds**”) from the District’s Highway Facilities Development Cost Charge Reserve Fund upon BPP’s Substantial Completion of these works. If the District does not pay the Underground Wiring DCC Reserve Funds to BPP, BPP will be entitled to reduce the amount of its CV Community Centre Contribution by the unpaid amount of the Underground Wiring DCC Reserve Funds.

Cypress Creek Bridge Crossing

8.11.9 BPP and the District acknowledge and agree that all costs related to BPP’s obligations with respect to improvements to the existing Cypress Creek Bridge Crossing during the Term of this Agreement as described in Schedule “G” are to be paid by BPP and BPP specifically agrees that the District is not obliged to allocate or contribute any DCC reserve funds or any other funds toward the cost of improvements to the existing Cypress Creek Bridge Crossing required in Schedule “G” of this Agreement.

Queens Avenue Transmission Watermain

8.11.10 Despite Section 8.11.3, the District acknowledges and agrees that Queens Avenue Transmission Watermain works described in Schedule “G” hereto are DCC projects for the purposes of the DCC Bylaw. Pursuant to the Cypress Village DCC Expenditures Bylaw, the District will expend an amount of \$1,725,000 (the “**Water Reserve Funds**”) from the District’s Water Development Cost Charge Reserve Fund towards the Queens Avenue Transmission Watermain costs. If the District does not expend such funds from the Water Reserve Funds, BPP will be entitled to reduce the amount of its CV Community Centre Contribution by the unpaid amount of such funds.

8.12 CV Applications Review Office

8.12.1 The District will use reasonable commercial efforts to hire the employees and consultants to comprise a cost-recovered project planning and engineering applications group (the “**CV Applications Review Office**”) that is fully operational no later six (6) months after the final adoption of the Cypress Village Bylaws, to process applications and complete other work, based on terms in the CV Applications Review Office Agreement attached as Schedule “I”.

8.12.2 BPP will pay for the CV Applications Review Office, in accordance with the CV Applications Review Office Agreement.

8.13 Sustainability and Adaptable Housing Standards

8.13.1 To the extent that building features may be incorporated in the development of the CV Lands without contravening the British Columbia Building Code, buildings and structures on the CV Lands, including service infrastructure provided by BPP must comply with the standards set out in Schedule “J”.

8.14 Cypress Village Development Phasing Generally

8.14.1 The Cypress Village Development will, in general, progress from east to west as follows:

- (a) the first phase of residential development will include part of the Mixed-Use Village Core, the Ground-Oriented Housing area near Rodgers Creek and the completion of the paved multi-use path connecting Rodgers Creek to Cypress Village and providing circulation within Cypress Village;
- (b) the first phase of retail development in Cypress Village will include within the Mixed-Use Village Core a minimum total ground-level floor space of not less than 55,000 square feet, which must include a grocery store, and which must achieve Substantial Completion on or before the Occupancy of the 500th Unit;
- (c) the next phase of development will include the remainder of the Mixed-Use Village Core, the Multi-Family Housing area along Eagle Lake Road, the Ground-Oriented Housing neighbourhood in the southwest portion of the Cypress Village Area south of Eagle Lake Road, the business park Employment Uses and, subject to the acquisition of the MoTI Lands and the BC Hydro Agreement pursuant to the Cypress Village Land Agreement, the Westmount Connector; and
- (d) the final phases of development will include the completion of the Multi-Family Housing area at the northwest end of Eagle Lake Road and the Ground-Oriented Housing neighbourhoods to the north of Eagle Lake Road and in the northwest portion of the Cypress Village Area,

all as more particularly described in the Cypress Village ADP.

8.14.2 The development of the Mixed-Use Village Core will be comprised of up to four commercial areas (the “**Commercial Precincts**”), as identified on the plan attached hereto as Schedule “L”.

8.14.3 Prior to the issuance of any CV4: Form and Character Development Permit for any building within a Commercial Precinct, BPP must prepare a detailed plan for the commercial spaces within such Commercial Precinct for the District’s review and approval. This detailed plan for the commercial space within the applicable Commercial Precinct should identify:

- (a) the proposed alignment of roads, lanes, and pedestrian/cycling paths;
- (b) the footprints and approximate dimensions of all ground level commercial space;
- (c) the active frontage of commercial spaces (i.e. the frontage that contains the main entrance(s) to be used by customers);
- (d) the schematic arrangement of loading and garbage/recycling service areas for the commercial spaces;

- (e) the location of entrances/exits to underground parking;
- (f) the proposed location of the following key commercial business types: grocery store, financial institutions, and hotel; and
- (g) urban design ideas for the treatment of the side and rear elevations of commercial spaces.

9 INDEMNITY AND RELEASE

- 9.1** BPP shall indemnify and keep indemnified the District from any and all claims, causes of action, suits, demands, fines, penalties, costs, deprivation, expenses or legal fees whatsoever, whether based in law or equality, whether known or unknown, which anyone has or may have against the District or which the District incurs as a result of any loss, damage or injury, including economic loss or deprivation, arising out of or connected with or any breach by BPP of this Agreement.
- 9.2** BPP hereby releases, save harmless and forever discharges the District of and from any claims, causes of action, suits, demands, fines, penalties, costs, deprivation, expenses or legal fees whatsoever which BPP can or may have against the District, whether based in law or equity, whether known or unknown, for any loss, damage or injury, including economic loss or deprivation, that District may sustain or suffer arising out of or connected with this Agreement, including the restrictions and requirements of this Agreement, the provisions of the PDA Amenities and Infrastructure and the development of the CV Lands as contemplated under this Agreement, or any breach by BPP of any covenant in this Agreement, save and except as a result of any breach by the District of this Agreement.
- 9.3** The indemnity and release provisions of Sections 9.1 and 9.2 shall survive the expiry or termination of this Agreement.

10 TRANSFER OF CV LANDS AND ASSIGNMENT OF AGREEMENT

- 10.1** This Agreement must not be assigned except with the consent of the District pursuant to Section 517(5)(c) of the *Local Government Act*, to a subsequent owner (an “**Assignee**”) of the whole or any portion of the CV Lands (the “**Transferred Lands**”), and for this purpose:
 - (a) the District will not unreasonably refuse to consent to an assignment, and without limiting the District’s right to refuse consent, it will not be unreasonable for the District to refuse consent if the District considers that the proposed assignment would prejudice the District’s interest in ensuring the orderly and timely development of the CV Lands as contemplated in the Cypress Village ADP and in this Agreement, including the provision of all PDA Amenities and Infrastructure, or in any other substantial practical way; and
 - (b) the District may insist that the Assignee agree in writing, on terms satisfactory to the District, acting reasonably, to assume any or all of BPP’s unfilled obligations under this Agreement in relation to the Transferred Lands, in which case the District agrees that those obligations will cease to be obligations of BPP to the District.

11 AMENDMENT OF AGREEMENT

- 11.1** For the purposes of the Cypress Village Phased Development Agreement Amendment Bylaw and this Agreement, a minor amendment means an amendment to any provisions in the following Sections and Schedules:

- (a) Section 3 – *Conditions Precedent*
- (b) Section 6 – *Termination*
- (c) Section 7 – *Development Requirements*
- (d) Section 8 – *PDA Amenities and Infrastructure and Related Payments*
- (e) Section 13 – *Dispute Resolution*
- (f) Section 14 – *Notice*
- (g) Section 17 – *Access*
- (h) Section 21 – *Delay in Performance*
- (i) Schedule “B” – *Definitions*
- (j) Schedule “C” – *CV Child Care Facilities Terms of Reference*
- (k) Schedule “D” – *Local Parks, Park Improvements, Plazas and Natural Areas*
- (l) Schedule “E” – *Independent Transit Service*
- (m) Schedule “F” – *Market Rental Housing – Unit Count Thresholds*
- (n) Schedule “H” – *Responsibility and Cost Allocations for Certain Cypress Village Infrastructure*
- (o) Schedule “I” – *CV Applications Review Office Agreement*
- (p) Schedule “J” – *Sustainability and Adaptable Housing Standards*
- (q) Schedule “K” – *Non-Market Rental Housing Sites*
- (r) Schedule “L” – *Commercial Precincts within the Mixed-Use Village Core*
- (s) Schedule “M” – *Subdivision Servicing Agreement*
- (t) Schedule “N” – *Terms for CV Works and Services in Schedule “H”*

12 DISCHARGE

- 12.1** To the extent that this Agreement is registered on title to the CV Lands, the District will execute and deliver to BPP a discharge, in registrable form, of this Agreement from title to the CV Lands at the expense of BPP if the Cypress Village Bylaws are appealed after their adoption, and after the exhaustion of all appeals, the Cypress Village Bylaws are quashed in their entirety.

13 DISPUTE RESOLUTION

13.1 If a dispute arises between the parties in connection with this Agreement, the parties agree to use the following procedure as a condition precedent to any party pursuing other available remedies:

- (a) either party may notify the other by written notice (a “**Notice of Dispute**”) of the existence of a dispute and a desire to resolve the dispute by mediation;
- (b) a meeting will be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute;
- (c) if, within five (5) business days after such a meeting or such further period as is agreeable to the parties (the “**Negotiation Period**”), the parties have not succeeded in negotiating a resolution of the dispute, they agree to submit the dispute to mediation and to bear equally the costs of mediation;
- (d) the parties will jointly appoint a mutually acceptable mediator (who must be an expert in the subject matter of the dispute), within five (5) business days of the conclusion of the Negotiation Period;
- (e) the parties agree to participate in good faith in the mediation and negotiations related thereto for a period of thirty (30) days following appointment of the mediator or for such longer period as the parties may agree. If the parties are not successful in resolving the dispute through mediation or if the mediation has not commenced within fourteen (14) days following the appointment of the mediator or if the parties cannot agree upon the mediator appointment, then the parties agree that each parties obligations to under this subsection (e) will be at an end and thereafter, either party may seek to have such dispute heard in a court of law or the parties may mutually agree to have the dispute resolved through arbitration under the *Arbitration Act*, S.B.C. 2020, Ch. 2, as may be amended, replaced or re-enacted from time to time; and
- (f) the costs of mediation or arbitration, as applicable, will be awarded by the mediator or arbitrator, as applicable, in his or her absolute discretion.

13.2 In no event shall the foregoing be construed as impeding or affecting the District’s authority to enforce its Zoning Bylaw and other regulatory bylaws.

14 NOTICE

14.1 Any notice permitted or required by this Agreement to be given to either party must be given in writing and delivered, emailed or sent by postage prepaid mail and addressed to the Parties as follows:

- (a) to BPP:

British Pacific Properties Limited
1001 – 100 Park Royal
West Vancouver, B.C., V7T 1A2

Attention: Geoffrey Croll, President
Email: groll@britishproperties.com

with a copy to BPP's solicitors:

Civic Legal LLP
710 – 900 West Hastings Street
Vancouver, B.C., V6C 1E5

Attention: Pam Jefcoat, Partner
Email: pam@civiclegal.ca

(b) to the District:

District of West Vancouver
750 – 17th Street
West Vancouver, B.C., V7V 3T3

Attention: Director, Planning and Development Services
Email: jbailey@westvancouver.ca; planning@westvancouver.ca

with a copy to:

Young Anderson
1616 – 808 Nelson St.
Vancouver, B.C., V6Z 2H2

Attention: Guy Patterson
Email: patterson@younganderson.ca

or at such other address as either Party may specify in writing to the other. The time of giving and receiving any such notice will be deemed to be on the day of delivery or transmittal if delivered or sent by email, or on the third Business Day after the day of mailing thereof if sent by mail. In the event of any disruption of mail services, all notices will be delivered or sent by email rather than mailed.

15 POWERS PRESERVED

15.1 Except as expressly set out in this Agreement, nothing in this Agreement shall prejudice or affect the rights and powers of the District in the exercise of its powers, duties or functions under the *Community Charter* or the *Local Government Act* or any of its bylaws, all of which may be fully and effectively exercised in relation to the CV Lands as if this Agreement has not been executed and delivered to BPP, subject only to Section 516 of the *Local Government Act*.

16 DISTRICT'S REPRESENTATIVE

16.1 Any option, decision, act or expression of satisfaction or acceptance of the District provided for in this Agreement may be taken or made by the Director of Planning and Development Services or his or her designate, unless expressly provided to be taken or made by another official of the District.

17 ACCESS

17.1 The District may, during the construction of any PDA Amenities or Infrastructure 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 BPP in writing of such appointment, and BPP shall for that purpose

provide the District's representative reasonable access to all documents related to the construction, including but not limited to plans, permits, specifications, Building Code analysis, receipts, waybills, shipping documents and contracts, and reasonable access to the site of construction and all construction facilities. BPP agrees 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 BPP and whether or not BPP chooses to act on comments that are given.

18 TIME

18.1 Time is to be the essence of this Agreement.

19 BINDING EFFECT

19.1 This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and permitted assignees.

20 WAIVER

20.1 No provision of this Agreement will be considered to have been waived unless the waiver is expressed in writing. The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

21 DELAY IN PERFORMANCE

21.1 If BPP or the District is delayed or prevented from the performance of any covenant or agreement 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 of 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 BPP or the District, as applicable, including without limitation a delay caused by weather conditions, power failure, fire or other casualty, government laws, regulations or controls, civil commotion, insurrection, sabotage, invasion, rebellion, military or usurped power, war or warlike operations and acts of God but excluding a delay caused by lack of funds.

22 CUMULATIVE REMEDIES

22.1 No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.

23 RELATIONSHIP OF PARTIES

23.1 No provision of this Agreement shall be construed to create a partnership or joint venture relationship, an employer-employee relationship, a landlord-tenant, or a principal-agent relationship.

24 SURVIVAL

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

25 ENTIRE AGREEMENT

25.1 The whole agreement between the parties is set forth in this document and no representations, warranties or conditions, express or implied, have been made other than those expressed.

26 SEVERABILITY

26.1 Each article of this Agreement shall be severable. If any provision of this Agreement is held to be illegal or invalid by a Court of competent jurisdiction, the provision may be severed and the illegality or invalidity shall not affect the validity of the remainder of this Agreement.

27 COUNTERPARTS

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

IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the day and year first above written.

BRITISH PACIFIC PROPERTIES LIMITED, INC. NO. 438330, by its authorized signatories,

Per:

Per:

THE CORPORATION OF THE DISTRICT OF WEST VANCOUVER, by its authorized signatories;

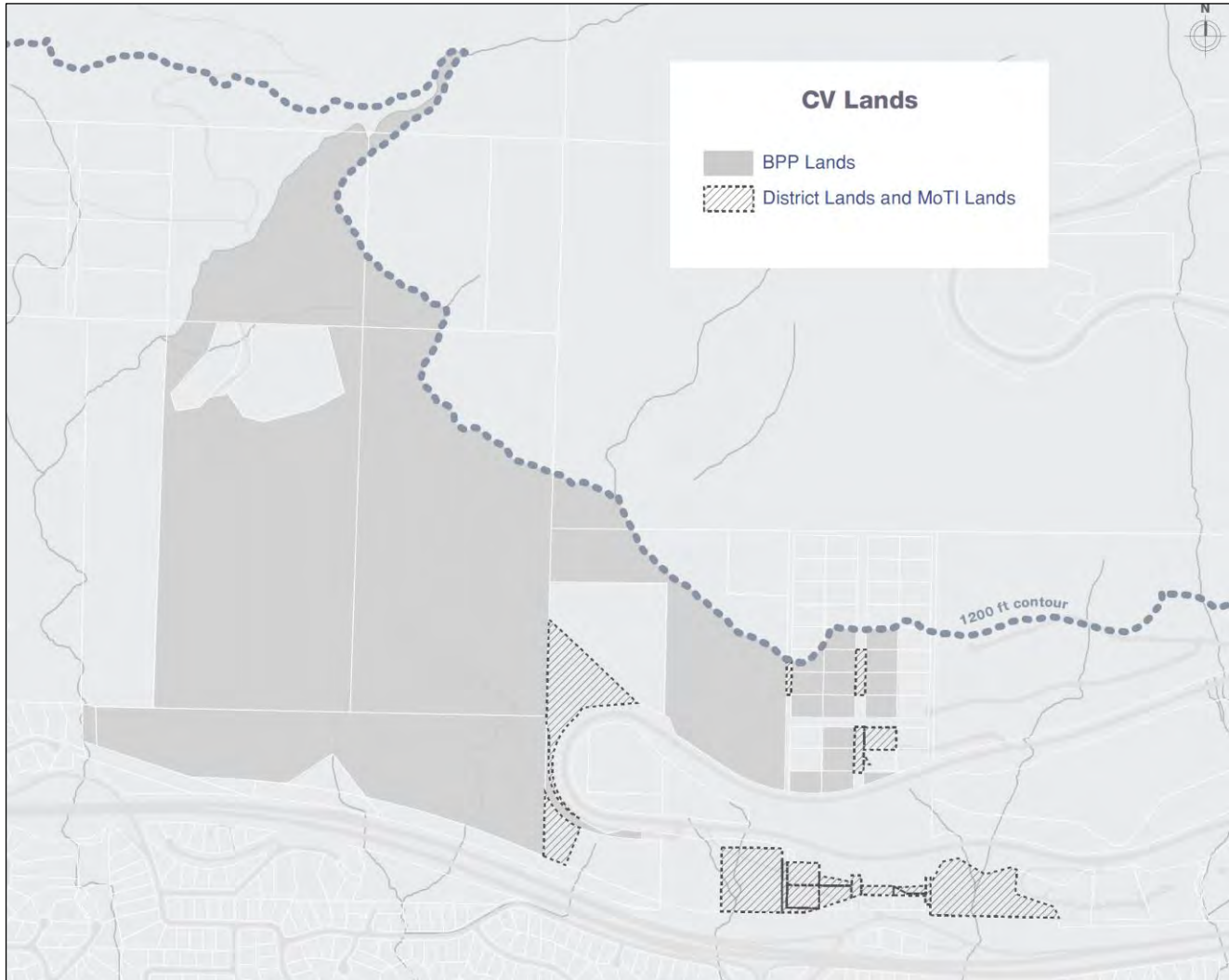
Per:

Per:

SCHEDULE "A"

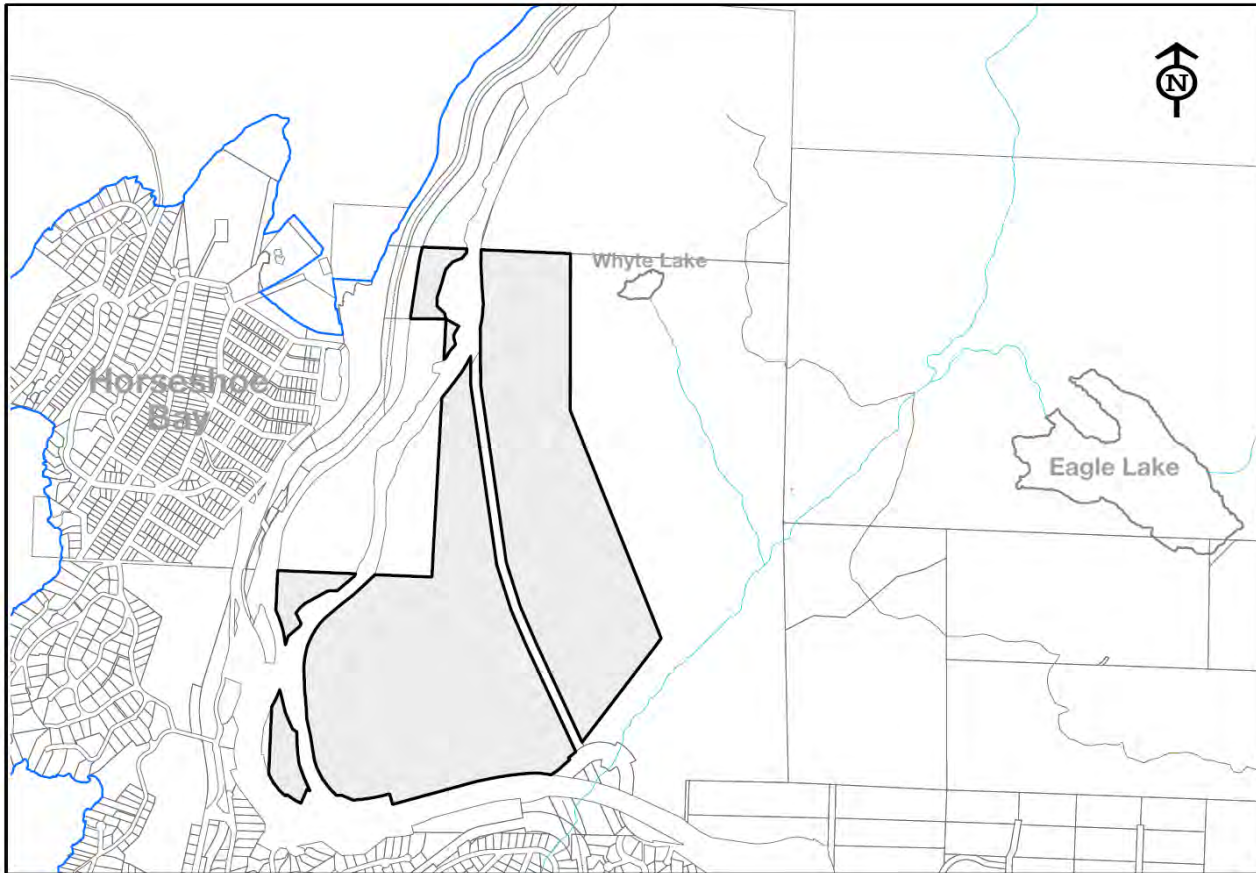
CV LANDS AND EAGLERIDGE LANDS

CV Lands:



Note: White lines on this map indicate legal lot boundaries. For clarity, the legal descriptions for the parcels of land that are included in the BPP Lands are provided following the map of the CV Lands and the map of the Eagleridge Lands in this Schedule.

Eagleridge Lands:



Legal Descriptions:

The CV Lands are legally described as follows:

BPP Lands:

- (1) PID: 025-467-468, Lot 2 District Lot 888 Plan BCP389;
- (2) PID: 010-101-055, Part of District Lot 887 lying east of Lot A (Reference Plan 832), Except: Part on Plans 1831, 10299, 10338, 12522, Explanatory Plan 9459, Highway Plan 155, SRW Plan 92, Highway Plan 21;
- (3) PID 015-846-229, Lot A, Reference Plan 832, District Lot 887, Except: Part on Plans 10338, 12792, 1831, 5231, SRW Plan 92, SRW Plan 21;
- (4) PID: 025-467-484, Lot 4 District Lot 888 Plan BCP389, excluding any portions above the 1200 Foot Contour;
- (5) PID: 015-847-098, District Lot 889, Except: SRW Plan LMP5105, SRW Plan BCP8546, SRW Plan EPP57875, excluding any portions above the 1200 Foot Contour;

- (6) PID: 015-845-834, Lot A, District Lot 886, Reference Plan 517, excluding any portions above the 1200 Foot Contour;
- (7) PID: 015-845-842, Lot B, District Lot 886, Reference Plan 506, Except: part outlined in red on Plan 15344, part subdivided by Plan LMP25926;
- (8) PID: 013-553-917, East ½ of East ½ of District Lot 1241, Except: Lot C Reference Plan 1455, excluding any portions above the 1200 Foot Contour;
- (9) PID: 013-553-640, West ½ of East ½ of District Lot 1241, excluding any portions above the 1200 Foot Contour and any portions west of Cypress Creek;
- (10) PID: 015-847-128, District Lot 948, excluding any portions above the 1200 Foot Contour and any portions west of Cypress Creek;
- (11) PID: 010-059-326, Lot 5 Block A District Lot 888 Plan 2056, excluding any portions above the 1200 Foot Contour;
- (12) PID: 010-059-334, Lot 6 Block A District Lot 888 Plan 2056;
- (13) PID: 010-059-351, Lot 7 Block A District Lot 888 Plan 2056;
- (14) PID: 010-059-385, Lot 8 Block A District Lot 888 Plan 2056;
- (15) PID: 010-059-407, Lot 9 Block A District Lot 888 Plan 2056;
- (16) PID: 010-059-466, Lot 10 Block A District Lot 888 Plan 2056;
- (17) PID: 010-059-474, Lot 11 Block A District Lot 888 Plan 2056;
- (18) PID: 010-059-491, Lot 12 Block A District Lot 888 Plan 2056;
- (19) PID: 010-059-504, Lot 13 Block A District Lot 888 Plan 2056, excluding any portions above the 1200 Foot Contour;
- (20) PID: 010-059-741, Lot 4 Block B District Lot 888 Plan 2056, excluding any portions above the 1200 Foot Contour;
- (21) PID: 010-059-784, Lot 5 Block B District Lot 888 Plan 2056;
- (22) PID: 010-059-806, Lot 6 Block B District Lot 888 Plan 2056;
- (23) PID: 010-059-822, Lot 7 Block B District Lot 888 Plan 2056;
- (24) PID: 010-059-857, Lot 8 Block B District Lot 888 Plan 2056;

- (25) PID: 010-060-197, Remainder Lot 3 Block C District Lot 888 Plan 2056, Except: SRW Plan LMP12499;
- (26) PID: 010-060-545, Remainder Lot 3 Block D District Lot 888 Plan 2056, Except: SRW Plan LMP12499;
- (27) PID: 010-060-731, Remainder Lot 14 Block D District Lot 888 Plan 2056, Except: SRW Plan LMP12499;
- (28) PID: 010-060-758, Lot 15 Block D District Lot 888 Plan 2056; and
- (29) PID: 010-060-782, Lot 16 Block D District Lot 888 Plan 2056.

District Lands:

District Fee Simple Lots:

- (30) PID: 010-086-579, Lot 1 Block C District Lot 888 Plan 2056;
- (31) PID: 010-095-641, Lot B (Explanatory Plan 2521) Block 2 District Lot 888 Group 1 New Westminster District;
- (32) PID: 010-060-626, Lot 7 Block D District Lot 888 Plan 2056;
- (33) PID: 010-060-634, Lot 8 Block D District Lot 888 Plan 2056;
- (34) PID: 010-060-651, Lot 9, Except Part of the Trans Canada Highway in Highway Plan 155, Block D District Lot 888 Plan 2056;
- (35) PID: 010-060-324, Lot 8, Except Part of the Trans Canada Highway in Highway Plan 155, Block C District Lot 888 Plan 2056;
- (36) PID: 010-060-359, Lot 9 Except: Firstly: Part in Highway Plan 155; Secondly: Part on Statutory Right of Way Plan LMP12499; Block C District Lot 888 Group 1 New Westminster District Plan 2056;
- (37) PID: 009-406-921, Lot F District Lot 888 Plan 21528;

District Subdivided Lots:

- (38) Portion to be subdivided from PID: 010-086-617, Lot 2 Block C District Lot 888 Plan 2056;
- (39) Portion to be subdivided from PID: 025-467-476, Lot 3 District Lot 888 Group 1 New Westminster District Plan BCP389;
- (40) Portion to be subdivided from PID: 025-467-450, Lot 1 District Lot 888 Group 1 New Westminster District Plan BCP389;

District Closed Roads as defined in the Land Agreement

Eagleridge Lands:

- (41) PID: 015-848-353, Lot F (Explanatory Plan 9412) District Lot 1494 Group 1 New Westminster District Except: Firstly: Part in Highway Plan 52 Secondly: Part in Plan LMP25925 Thirdly: Part in Highway Plan 118 Fourthly: Part in Highway Plan 126 Fifthly: Part in Highway Plan 12 Sixthly: Part Plan LMP49608 Seventhly: Part Dedicated Road on Plan BCP23208 Eighthly: Part Dedicated Road on Plan BCP23212 Ninthly: Part Now Road See EPP64645 Tenthly: Part Now Road See EPP64646 Eleventhly: Part Now Road See EPP64647 Twelfthly: Part Now Road See EPP64648 Thirteenthly: Part Now Road See EPP66708; and
- (42) PID: 015-849-329, Lot E (Explanatory Plan 9412) District Lot 1494 Group 1 New Westminster District Except Parts Dedicated Road on Plan BCP23208 and EPP64648.

SCHEDULE “B”

DEFINITIONS

The following terms have the following meanings in this Agreement:

- 1) “**1200 Foot Contour**” means a line connecting all points of land at an elevation of 1,200 feet (366 metres) above mean sea level as established by a BC Land Surveyor.
- 2) “**Agreement**” means this Agreement and all Schedules to this Agreement and all supplemental agreements or other agreements in amendment or confirmation hereof; “hereof”, “hereto”, and “hereunder” and similar expressions mean and refer to this Agreement and not to any particular article or section.
- 3) “**Approving Officer**” means the person acting as Approving Officer for the District pursuant to the *Land Title Act* (British Columbia), as amended or replaced from time to time, and any employee of the District acting as the nominee or agent of that person in connection with this Agreement.
- 4) “**Article**” and “**Section**” mean and refer to the specified article or section of this Agreement and include all Sections within a particular Article and all Subsections and Sub-Subsections within a particular Section.
- 5) “**Assignment and Assumption Agreement**” means an assignment and assumption agreement under Section 10 of this Agreement.
- 6) “**BC Hydro Agreement**” has the meaning given in the Cypress Village Land Agreement.
- 7) “**BPP CV Fire Station Contribution**” has the meaning given in Section 8.3.2.
- 8) “**BPP Lands**” are those lands already owned by BPP as of the date of this Agreement in the Cypress Village Area as shown on Schedule “A”.
- 9) “**Building**” means any building or buildings to be constructed on the CV Lands, or any portion thereof, pursuant to a Building Permit.
- 10) “**Building Permit**” means a building permit authorizing construction of any Building, or any portion(s) thereof, after the date of this Agreement.
- 11) “**Business Day**” means any day other than a Saturday, a Sunday or a statutory holiday in the Province of British Columbia or other day that the Land Title Office is not open for business.
- 12) “**Commercial Precinct**” has the meaning given in Section 8.14.2.
- 13) “**Community Amenity Reserve Fund**” means the Community Amenity Reserve Fund

established pursuant to the Community Amenity Reserve Fund Bylaw No. 5067, 2021.

- 14) “**Community Charter**” means the *Community Charter*, SBC 2003, C. 26.
- 15) “**Council**” means the Council for The Corporation of The District of West Vancouver.
- 16) “**CV Applications Review Office**” has the meaning given in Section 8.12.1.
- 17) “**CV Applications Review Office Agreement**” means the agreement substantially in the form attached hereto as Schedule “I”.
- 18) “**CV Child Care Facility**” means the physical building, facility or area and the parcel within which the CV Child Care Spaces will be located.
- 19) “**CV Child Care Space**” means a full time child care space licensed under the *Community Care and Assisted Living Act*.
- 20) “**CV Community Centre**” means a new approximately 24,000 gross square foot community centre, to be located on the Community Centre Parcel and to be constructed and operated by the District, except as otherwise set out in this Agreement.
- 21) “**CV Community Centre Contribution**” has the meaning given in Section 8.4.2(a).
- 22) “**CV Community Centre Parcel**” means the District’s lands within the Mixed-Use Village Core near the elementary school site and sports field and legally described as PID 025-467-450, Lot 1, District Lot 888, Group 1, New Westminster District, Plan BCP 389.
- 23) “**CV Cypress Village Zone**” means all those provisions in the CV Cypress Village Zone added to the Zoning Bylaw in respect of the Cypress Village Development pursuant to the Cypress Village Zoning Amendment Bylaw.
- 24) “**CV Fire Station**” means either a standalone fire station or fire station co-located with other District emergency management services or District facilities to be located on those lands comprising, forming part of or directly adjacent to the Districts Operations Centre and to be designed and constructed by the District using District funds and funds contributed by BPP and held in the Cypress Village Reserve Fund.
- 25) “**CV Lands**” means, collectively, those lands owned by BPP as of the date of this Agreement (i.e. the BPP Lands) and to be acquired by BPP (i.e. the District Lands and MoTI Lands) that will comprise the Cypress Village Development, which CV Lands are approximately shown on the plan attached hereto as Schedule “A” and are legally described in Schedule “A” attached hereto.
- 26) “**CV Works and Services**” means the on-site and off-site infrastructure required to serve the Cypress Village Development, including but not limited to roads, the active transportation networks within roadways (e.g. sidewalks, pathways, trails and on-street bicycle facilities within roadways), multi-use paths, transit, water supply and distribution systems, sanitary sewer systems, rainwater management and conveyance infrastructure, street lighting, third party utilities and earthworks and slope stabilization works.

- 27) **“Cypress Village ADP”** means the Area Development Plan established for the Cypress Village Area (which includes the CV Lands) and the Eagleridge Area (which includes the Eagleridge Lands), as set out in the Cypress Village OCP Amendment Bylaw.
- 28) **“Cypress Village Area”** means the area as defined on Map 9 in the District’s Official Community Plan.
- 29) **“Cypress Village Bylaws”** means, collectively, the Cypress Village OCP Amendment Bylaw, the Cypress Village Zoning Amendment Bylaw, the Subdivision Control Amendment Bylaw, the Cypress Village Phased Development Agreement Authorization Bylaw, the Waterworks Regulation Amendment Bylaw and the Sewerage and Drainage Regulation Amendment Bylaw.
- 30) **“Cypress Village DCC Expenditures Bylaw”** means the District of West Vancouver Development Cost Charge Reserve Fund Expenditures Bylaw No. 5211, 2024.
- 31) **“Cypress Village Development”** means the development of a residential and mixed use neighbourhood with employment areas, amenities and transportation infrastructure in the Cypress Village Area.
- 32) **“Cypress Village Land Agreement”** means the land agreement entered into between the District and BPP, dated for reference the 16th day of April, 2024 and which sets out the terms and conditions upon which: (i) the District will transfer the District Lands to BPP in exchange for the Eagleridge Lands; and (ii) the District will use reasonable efforts to acquire the MoTI Lands from MoTI and then, if acquired, transfer the MoTI Lands to BPP, all as more particularly described in that Agreement.
- 33) **“Cypress Village OCP Amendment Bylaw”** means the District of West Vancouver’s Official Community Plan Bylaw No. 4985, 2018, Amendment Bylaw No. 5025, 2024, enacted for the purposes of adding the Cypress Village ADP to the District’s Official Community Plan (OCP).
- 34) **“Cypress Village Phased Development Agreement Authorization Bylaw”** means the District of West Vancouver Bylaw No. 5207, 2024 authorizing the District to enter into the Cypress Village Phased Development Agreement.
- 35) **“Cypress Village Reserve Fund”** means the Cypress Village Reserve Fund established pursuant to the Cypress Village Reserve Fund Establishment Bylaw.
- 36) **“Cypress Village Reserve Fund Establishment Bylaw”** means the District of West Vancouver Cypress Village Reserve Fund Establishment Bylaw No. 5221, 2024.
- 37) **“Cypress Village Zoning Amendment Bylaw”** means the District of West Vancouver Zoning Bylaw No. 4662, 2010, Amendment Bylaw No. 5206, 2024.
- 38) **“Development Permit”** means a development permit authorizing development on the CV Lands, or any portion(s) thereof, after the date of this Agreement.
- 39) **“DCC Bylaw”** means the District’s Development Cost Charge Bylaw No. 3801, 1993.
- 40) **“DCC Bylaw Amendment Bylaw”** means the District of West Vancouver’s Development Cost Charge Bylaw No. 3801, 1993, Amendment Bylaw No. 5209, 2024, enacted for the purposes of:
- (i) amending development cost charges for the Cypress Village Area to \$1,291 per unit and per

every 2,000 sq. ft. of non-residential space (made up of \$1,075 for Ambleside Waterfront DCC and \$216 for Community Roads DCC), reduced from \$15,657 per unit;

- (ii) amending development cost charges for the Rodgers Creek Areas 5 & 6 Area to \$3,501 per unit and per every 2,000 sq. ft. of non-residential space (made up of \$1,075 for Ambleside Waterfront DCC, \$216 for Community Roads DCC, and \$2,210 for Neighbourhood Highway Facilities DCC), reduced from \$15,657 per unit.

- 41) “**DCC Reserve Funds**” means, collectively, the Drainage DCC Reserve Funds, the Local Parks DCC Reserve Funds and the Underground Wiring DCC Reserve Funds.
- 42) “**Default**” has the meaning given in Section 6.2.
- 43) “**Default Notice**” has the meaning given in Section 6.2.
- 44) “**Development Procedures Amendment Bylaw**” means the District of West Vancouver Development Procedures Bylaw No. 4940, 2017, Amendment Bylaw No. 5210, 2024.
- 45) “**District**” means The Corporation of The District of West Vancouver.
- 46) “**District Closed Roads**” has the meaning given in the Cypress Village Land Agreement.
- 47) “**District Lands**” has the meaning given in the Cypress Village Land Agreement.
- 48) “**District’s Lawyers**” means Young Anderson.
- 49) “**District Lots**” has the meaning given in the Cypress Village Land Agreement.
- 50) “**Director of Planning and Development Services**” means the individual appointed to be the Director of Planning and Development Services of the Planning and Development Services Department of the District, or his or her designate.
- 51) “**Drainage DCC Reserve Funds**” has the meaning given in Section 8.11.7.
- 52) “**Drainage Development Cost Charge Reserve Fund**” means the District’s Drainage Development Cost Charge Reserve Fund established by the District’s Drainage Development Cost Charge Reserve Fund Establishment Bylaw No. 3938, 1995.
- 53) “**Eagleridge Area**” means the area as defined on Map 8 in the District’s Official Community Plan.
- 54) “**Eagleridge Lands**” means, together, those lands commonly referred to as the “Eagleridge Lands” and legally described as:
 - (i) PID: 015-848-329, Lot E (Explanatory Plan 9412) District Lot 1494 Group 1 New Westminster District Except Parts Dedicated Road on Plan BCP23208 and EPP64648; and
 - (ii) PID: 015-848-353, Lot F (Explanatory Plan 9412) District Lot 1494 Group 1 New Westminster District Except: Firstly: Part in Highway Plan 52, Secondly: Part in Plan LMP25925, Thirdly: Part in Highway Plan 118, Fourthly: Part in Highway Plan 126, Fifthly: Part in Highway Plan 12,

Sixthly: Part Plan LMP49608, Seventhly: Part dedicated road on Plan BCP23208, Eighthly: Part dedicated road on Plan BCP23212, Ninthly: Part Now Road see EPP64645; Tenthly: Part Now Road See EPP 64646, Eleventhly: Part Now Road See EPP64647, Twelfthly: Part Now Road see EPP 64648, Thirteenthly: Part Now Road see EPP66708;

and which are approximately shown on the plan attached hereto as Schedule “A”.

- 55) “**Earthworks**” has the meaning given in Schedule “G”.
- 56) “**Fees and Charges Bylaw**” means the District of West Vancouver Fees and Charges Bylaw No. 5251, 2023, as amended, replaced, or re-enacted from time to time.
- 57) “**Highway Facilities Development Cost Charge Reserve Fund**” means the District’s Highway Facilities Development Cost Charge Reserve Fund established by the District’s Highway Facilities Development Cost Charge Reserve Fund Establishment Bylaw No. 3939, 1995.
- 58) “**Housing Agreement**” means the agreements, covenants, options and charges granted by BPP to the District pursuant to Section 483 of the *Local Government Act* and noted, or to be noted on title to certain portions of the CV Lands for the purposes of securing the BPP’s provision of either Non-Market Rental Housing Sites or Market Rental Housing Units, as the case may be, on the CV Lands.
- 59) “**Independent Transit Service**” or “**ITS**” has the meaning given in Section 8.9.1.
- 60) “**Land Title Act**” means the *Land Title Act*, RSBC 1996, C. 250.
- 61) “**Local Government Act**” means the *Local Government Act*, RSBC 2015.
- 62) “**Local Parks DCC Reserve Funds**” has the meaning given in Section 8.7.5.
- 63) “**Local Parks, Park Improvements and Plazas**” has the meaning given in Section 8.7.1 and for certainty, includes the infrastructure referred to in Section 8.8.3.
- 64) “**Market Rental Housing Units**” means those Units to be constructed by BPP on portions of the CV Lands that will be protected as purpose-built rental (at market rental rates) in Housing Agreement(s) in accordance with the Cypress Village ADP, the CV Cypress Village Zone, and this Agreement.
- 65) “**McGavin Field**” means the District’s lands legally described as:
- (i) PID: 025-467-450, Lot 1 District Lot 888 Group 1 New Westminster District Plan BCP389; and
 - (ii) PID: 009-409-289, Lot C of Lot A Block 2 District Lot 888 Group 1 New Westminster District Plan 21528.
- 66) “**McGavin Field Contribution**” has the meaning given in Section 8.6.1.
- 67) “**McGavin Field Contribution Date**” has the meaning given in Section 8.6.1.
- 68) “**McGavin Field Licence**” means the licence to use and occupy McGavin Field granted by the District to BPP and dated for reference October 21, 2021.

- 69) “**McGavin Sports Field**” means the new at least 50m x 100m artificial turf sports field and related improvements (e.g. synthetic turf, shock pad, fencing, lighting, landscaping, drainage, irrigation, and ancillary supporting facilities such as washrooms) to be constructed by the District at McGavin Field, which will be designed to accommodate outdoor sports, including community soccer, rugby baseball/softball, playground, running/fitness, ultimate frisbee, outdoor events and other activities to the extent that such activities can be accommodated in the final area/dimensions of the field.
- 70) “**MoTI Lands**” have the meaning given in the Cypress Village Land Agreement.
- 71) “**Natural Areas**” has the meaning given in Section 8.7.9.
- 72) “**Negotiation Period**” has the meaning given in Section 13.1(c).
- 73) “**Non-Market Rental Housing Site**” has the meaning given in Section 8.10.1;
- 74) “**Non Market Rental Housing Units**” means those Units to be constructed by or on behalf of District on those portions of the CV Lands comprising the Non-Market Rental Housing Sites and that will target overall average rental rates that are 70% of the market rents for similar new Units of comparable size and number of bedrooms in buildings similar in location, age, quality, and materials, the actual rental rates of which will be determined by the District in accordance with the Cypress Village ADP (which describes these Units as purpose-built affordable rental housing) and will be specified in Housing Agreement(s) and/or restrictive covenants, as applicable. For clarity, these are the Units described in the CV Cypress Village Zone as “*Rental Apartment* units, affordable rental.”
- 75) “**Notice of Dispute**” has the meaning given in Section 13.1(a).
- 76) “**Occupancy**” means the date upon which an Occupancy Permit has been issued for a Unit.
- 77) “**Occupancy Permit**” means a permit or approval issued by the District authorizing occupation of any Building, or any portion(s) thereof after the date of this Agreement.
- 78) “**Park Dedication Bylaw**” means the District’s Park Dedication Bylaw No. 5213, 2024, the purpose of which includes dedicating the Eagleridge Lands for municipal park.
- 79) “**Parkland Development Cost Charge Reserve Fund**” means the reserve fund established by the District pursuant to the Parkland Development Cost Charge Reserve Fund Establishment Bylaw No. 3940, 1995.
- 80) “**PDA Amenities and Infrastructure**” has the meaning given in Section 8.1.
- 81) “**Regulatory Bylaw Amendments**” means, collectively, the amending bylaws to be enacted by Council with respect to the Cypress Village Development, including:
- (a) the Development Procedures Amendment Bylaw;
 - (b) the District’s Fees and Charges Bylaw No. 5251, 2023, Amendment Bylaw No. 5216, 2024;
 - (c) the District’s Noise Control Bylaw No. 4404, 2005, Amendment Bylaw No. 5215, 2024; and

- (d) the District’s Revised Soil Removal, Deposit, Blasting and Rock Breaking Bylaw No. 5130, 2021, Amendment Bylaw No. 5214, 2024.
- 82) “**Road Closure Bylaws**” has the meaning given in the Cypress Village Land Agreement.
- 83) “**Rodgers Creek Development**” means a comprehensive planned residential community being developed and constructed by BPP in proximity to the CV Lands and commonly referred to as “Rodgers Creek”.
- 84) “**School Site**” has the meaning given in Section 8.1.4;
- 85) “**Sewerage and Drainage Works Regulation Amendment Bylaw**” means the District of West Vancouver Sewerage and Drainage Works Regulation Bylaw No. 5263, 2023, Amendment Bylaw No. 5288, 2024.
- 86) “**Sewerage and Drainage Works Regulation Bylaw**” means District of West Vancouver Sewerage and Drainage Works Regulation Bylaw No. 5263, 2023.
- 87) “**Specified Bylaw Provisions**” means, collectively,
- (i) those provisions in the Zoning Bylaw applicable to the Cypress Village Development as of the date of this Agreement;
 - (ii) all those provisions in the CV Cypress Village Zone as of the date of this Agreement;
 - (iii) those provisions in Schedule G of this Agreement, which govern the Cypress Village Development instead of the Subdivision Control Bylaw in accordance with the Subdivision Control Amendment Bylaw; and
 - (iv) all those provisions in the Subdivision Control Amendment Bylaw as of the date of this Agreement.
- 88) “**Subdivision Control Bylaw**” means the District’s *Subdivision Control Bylaw*, No. 1504, 1955, as amended, replaced or re-enacted from time to time.
- 89) “**Subdivision Control Amendment Bylaw**” means the District of West Vancouver Subdivision Control Bylaw No. 1504, 1955, Amendment Bylaw No. 5212, 2024.
- 90) “**Substantial Completion**” means certification by BPP’s design consultant that the amenities, works or infrastructure required to be constructed by BPP pursuant to this Agreement have been substantially performed in accordance with the *Builders Lien Act (BC)* or certification by the District’s design consultant that the works or infrastructure required to be constructed by the District pursuant to this Agreement have been substantially performed in accordance with the *Builders Lien Act (BC)*;
- 91) “**Term**” means the term of this Agreement set out in Section 5.1.
- 92) “**Transferred Lands**” has the meaning given in Section 10.1.

- 93) **“Underground Wiring DCC Reserve Funds”** has the meaning given in Section 8.11.8.
- 94) **“Unit”** means a Dwelling as defined in the Zoning Bylaw and an Apartment as defined in the CV Cypress Village Zone and for certainty includes any residential unit in the Cypress Village Area.
- 95) **“Waiver Period”** has the meaning given in Recital K;
- 96) **“Water Reserve Funds”** has the meaning given in Section 8.11.10.
- 97) **“Waterworks Regulation Amendment Bylaw”** means the District of West Vancouver Waterworks Regulation Bylaw No. 5260, 2023, Amendment Bylaw No. 5287, 2024;
- 98) **“Waterworks Regulation Bylaw”** means the District of West Vancouver Waterworks Regulation Bylaw No. 5260, 2023.
- 99) **“Zoning Bylaw”** means the District West Vancouver Zoning Bylaw, No. 4662, 2010, as amended, replaced or re-enacted from time to time.

SCHEDULE “C”

CV CHILD CARE FACILITIES TERMS OF REFERENCE

1. Defined Terms:

For the purposes of this Schedule “C”:

- (a) “**Provincial Regulations**” means all applicable provincial guidelines, regulations and policies relating to the design and construction of the child care facilities in British Columbia, including the *Child Care Licensing Regulation*, B.C. Reg. 332/2007 and the Ministry of Health, *Director of Licensing Standards of Practice – Safe Play Spaces*, all as may be amended updated or replaced from time to time up to the date of the Building Permit issuance for the applicable CV Child Care Spaces.
- (b) “**VCH Guidelines**” means all applicable guidelines, regulations and policies published by Vancouver Coastal Health Authority relating to the design and construction of child care facilities in British Columbia, including without limitation the *Vancouver Coast Health Design Resource Guide for Child Care Facilities*, June 2012, all as may be amended updated or replaced from time to time up to the date of the Building Permit issuance for the applicable CV Child Care Spaces.

2. Intent:

The CV Child Care Facilities must:

- (a) Satisfy the VCH Guidelines and any applicable District policies in effect at the time the CV Child Care Facilities are developed.
- (b) Be capable of being licensed by Vancouver Coastal Health and other relevant licensing policies and/or bodies at the time of construction of the CV Child Care Facilities and in accordance with applicable Provincial Regulations.

3. Operations:

- (a) At the District’s option, BPP or the District will be responsible for engaging the initial non-profit childcare operators of the CV Child Care Facilities. If the District elects to have BPP engage the initial non-profit childcare operator of any CV Child Care Facility, the terms of such engagement must be to the satisfaction of the District, acting reasonably.
- (b) In recognition that the application of the Provincial Regulations can vary based on Local Child Care Licensing Officer’s interpretation of program needs, the District will, to the extent practicable, involve the Licensing Officer in the design and development of the CV Child Care Facilities.

4. Specifications:

- (a) BPP will design the CV Child Care Facilities to ensure that there is safe, secure and convenient access for children, staff and parents.

- (b) BPP will ensure that the CV Child Care Facilities are equipped with any special features required by the Provincial Regulations and/or VCH Guidelines for childcare spaces located in a mixed-use developments.
- (c) BPP will be responsible for providing at BPP's cost all Furniture, Fixtures, and Equipment (FF&E) based on the minimum requirements of the Provincial Regulations and VCH Guidelines to create a functional space for the operation of the CV Child Care Facilities.

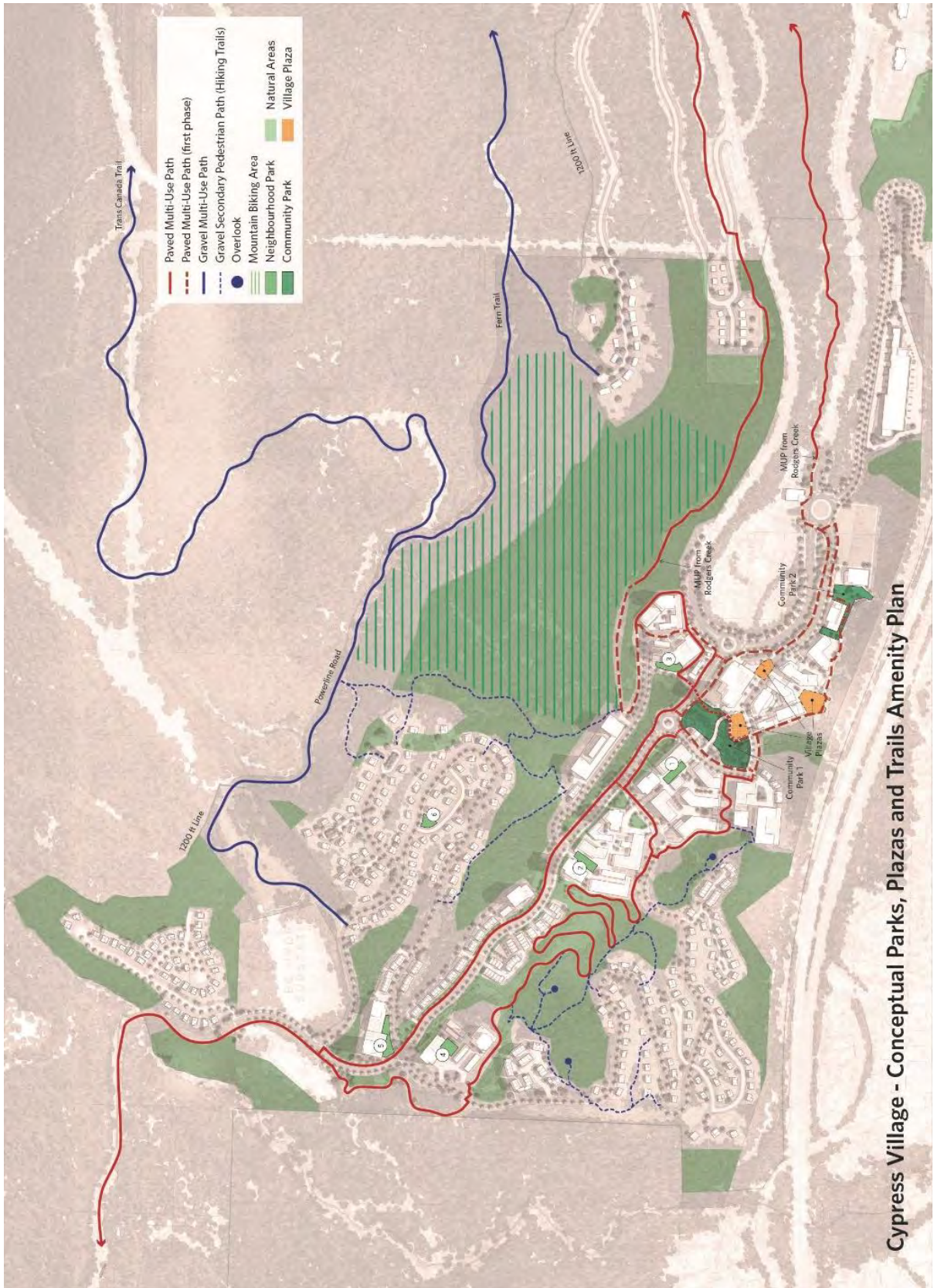
SCHEDULE “D”

LOCAL PARKS, PARK IMPROVEMENTS, PLAZAS AND NATURAL AREAS

Local Parks, Park Improvements and Plazas (Conceptual) ¹	Millions (\$) ^{2, 3, 4 & 5}	Complete by Earlier of Date Units Occupied, or the date of Occupancy of any adjacent Building in the case of a freestanding park or plaza on land, or within 1 year following Substantial Completion of the applicable structure up to grade in the case of a park or plaza on structure (e.g. underground parkade)
Village Plazas	\$4.725	600
Community Park 1	\$1.575	600
Neighbourhood Park 1	\$1.575	1000
Community Park 2	\$1.575	1400
Neighbourhood Park 2	\$1.575	1500
Neighbourhood Park 3	\$1.575	2000
Neighbourhood Park 4	\$1.575	2500
Neighbourhood Park 5	\$1.575	3000
Neighbourhood Park 6	\$1.575	3500
Total	\$17.325	3500

Notes:

1. The location of each park and plaza is shown conceptually in the plan below.
2. Amounts indicated are to be inflated annually by the Statistics Canada Building Construction Price Index for Non-Residential Buildings, Division composite for Vancouver, B.C. Q4, 2021 to the date the applicable construction contracts for the works are entered into.
3. BPP’s overhead is capped at 10% of total costs.
4. Costs include any infrastructure referred to in Section 8.8.3, regardless of whether such infrastructure is located within the parks or plazas listed in column 1. For the purposes of the accounting of the total construction cost of the park or plaza for verification pursuant to Section 8.7.6, BPP will allocate the costs of any infrastructure referred to in Section 8.8.3 to the nearest park or plaza. Such infrastructure will be located and designed as part of future park planning and trail planning processes.
5. Subject to note 4 above, each line item is the minimum for the applicable park or plaza and any cost of such park or plaza does not reduce the cost of others.



Cypress Village - Conceptual Parks, Plazas and Trails Amenity Plan

SCHEDULE “E”

INDEPENDENT TRANSIT SERVICE

BPP is required to provide the minimum Peak Hour Passenger and weekly operational hours to the Independent Transit Service as outlined in the following table.

Stage	Units Occupied	Minimum Required (PM) Peak Hour Passenger Capacity	Daily Span (Minimum # of Hours of Service/Day)			Minimum Peak Period (3 hour) One-way Trips (Peak direction / Off-peak direction)		Notes
			Weekday	Sat	Sun	AM	PM	
Stage 1	1+	16	6	-	-	4 / 3	5 / 4	Stop(s) in the Mixed-Use Village Core area only
Stage 2	240	36	12	-	-	4 / 4	5 / 5	Stop(s) in the Mixed-Use Village Core area only
Stage 3	820	87	15	12	8	7 / 7	9 / 9	Stop(s) in the Mixed-Use Village Core area only
Stage 4	1,860	147	16	12	8	9 / 9	12 / 12	Extended approx. 250 metres west of Cypress Bowl Road along Eagle Lake Road
Stage 5	3,375	182	16	12	8	12 / 12	15 / 15	Extended approx. 900 metres west of Cypress Bowl Road along Eagle Lake Road

*Operator requirements will be in accordance with TransLink requirements.

SCHEDULE “F”

MARKET RENTAL HOUSING – UNIT COUNT THRESHOLDS

Cumulative Total Fee Simple Units Occupied¹	Cumulative Total Market Rental Housing Units Delivered that are not Assisted Living, Community Care Facility, or Supportive Housing Units as defined in the CV Cypress Village Zone^{2, 3, 4}
875	At least 100
1,900	At least 200
2,650	At least 300

1. Refers to the number of fee simple Units that have been issued an Occupancy Permit.
2. Refers to the number of Market Rental Housing Units that have been issued an Occupancy Permit and secured via a Housing Agreement in a form and content satisfactory to the District and BPP, acting reasonably.
3. The CV Cypress Village Zone requires a minimum of 553 “Rental *Apartment* units, market rental” (as defined in the CV Cypress Village Zone) and sets out that “for the purposes of the CV Zone, no more than 225 *Assisted living, Community Care Facility, or Supportive Housing Use* units” shall be considered market rental *Apartment* units.
4. Notwithstanding the total number of the fee simple Units built, the full requirement of the Market Rental Housing Units in the CV Cypress Village Zone (i.e. a total of 553 units) must be satisfied during the Term of the Cypress Village Phased Development Agreement.

SCHEDULE “G”

SERVICING STANDARDS

DEFINED TERMS

1.1 In this Schedule G, the following definitions shall apply:

- (a) “11th Street Pump Station” means the District-owned pump station located at Mathers Avenue and 11th Street in West Vancouver generally as shown on the concept plan in Appendix G-A.
- (b) “Cross-Country Watermain” means the existing 1.6 km transmission watermain known as the ‘cross-country watermain’ in the existing Eagle Lake Road alignment, with general extents from Cypress Bowl Road to Cypress Creek.
- (c) “CV-C1 Reservoir” means a new reservoir to be constructed to provide fire flow storage and domestic balancing with emergency capacity to serve the Cypress Village Development, the location of which is generally as shown on the concept plan in Appendix G-A.
- (d) “CV-C2 Reservoir” means a new reservoir to be constructed to provide fire flow storage and domestic balancing with added emergency capacity to serve the Cypress Village Development as well as development outside of the Cypress Village Area, the location of which is generally as shown on the concept plan in Appendix G-A.
- (e) “CV Works and Services” has the meaning set forth in Schedule B Definitions of the Cypress Village Phased Development Agreement to which this Schedule G is attached.
- (f) “Design Standards and Guidelines” means the following, or versions thereof as amended from time to time if agreed to in writing by both the District and BPP, acting reasonably, except for changes that the District can make without needing written agreement from BPP pursuant to Section 516(6) of the *Local Government Act*:
 - (i) Transportation Association of Canada (TAC) Geometric Design Guide for Canadian Roads (2017);
 - (ii) British Columbia Active Transportation Design Guidelines (2019);
 - (iii) Master Municipal Construction Documents (MMCD) (2019);
 - (iv) MMCD Design Guidelines (2014), including consideration from the publications Hillside Standards section.
 - (v) ANSI/AWWA C601, Standard for Disinfecting Water Mains.
- (g) “Diversion Pipe” means a high flow stormwater diversion pipe to convey runoff from the Godman and Turner Watersheds to the ocean, with extents consistent with that as outlined in the western branch in the Five Creeks Integrated Stormwater Management Plan (ISMP) and as illustrated in the concept plan in Appendix G-A.
- (h) “Earthworks” means construction operations connected with excavation, movement, removal or deposit of soils in order to disturb, alter, and re-profile naturally occurring land surface, contours and/or elevations.

- (i) “On-site” means new roadways, active transportation networks, sewer, water, and drainage infrastructure intended to directly service and provide access to and through the Cypress Village Development, generally within the Cypress Village Area.
- (j) “Off-site” means existing roadways, active transportation networks, sewer, water and drainage infrastructure requiring improvement to support the Cypress Village Development while maintaining and/or enhancing already established municipal service levels, generally outside the Cypress Village Area. In some cases, off-site infrastructure such as improvements of Cypress Bowl Road is the jurisdictional authority of the Ministry of Transportation and Infrastructure.
- (k) “Queens Avenue Transmission Watermain” means the existing District-owned transmission watermain with general extents as shown in the concept plan in Appendix G-A.
- (l) “Storm Diversion Intake/Splitters” means high flow intakes or splitters in Godman Creek and Turner Creek, which are needed for the existing creek flow diversion.
- (m) “Underground Wiring Works” has the meaning set out in Section 14.1 of this Schedule G.
- (n) “Westmount Pump Station” means the District-owned pump station located between Cypress Bowl Road and Westmount Road, southeast of the District Operations Centre, the location of which is generally as shown on the concept plan in Appendix G-A.
- (o) “Westmount Reservoir” means a replacement reservoir to be constructed to provide fire flow storage and domestic balancing with added emergency capacity to serve development outside of the Cypress Village Area, the location of which is generally as shown on the concept plan in Appendix G-A.

ON-SITE ROADWAY DESIGN CRITERIA

- 2.1 The On-Site access and road network configuration for the Cypress Village Development must be consistent with the concept plan attached in Appendix G-A.
- 2.2 Road sections and parking for the Cypress Village Development must be consistent with the concept schematics shown in Appendix G-B and consistent with the On-site Road Design Criteria outlined in Table 1.
- 2.3 Detailed design of On-Site roadways for the Cypress Village Development is subject to review and approval by the District, and must be in accordance with the Design Standards and Guidelines except where Table 1 supersedes those, or as specified by the regulatory agency, other than the District, having jurisdictional authority (e.g. Ministry of Transportation and Infrastructure over Cypress Bowl Road).
- 2.4 If vehicular entrances to development sites and parking in the Cypress Village Development are proposed to be provided from Eagle Lake Road, differently than as permitted by the CV4: Cypress Village Form and Character Development Permit Area Guidelines, technical feasibility is to be completed by a Qualified Professional and submitted to the District for approval. Vehicular entrances to development sites and parking in Cypress Village should be provided from local streets rather than from Eagle Lake Road except as permitted by the CV4: Cypress Village Form and Character Development Permit Area Guidelines.
- 2.5 Road layouts (including alignment, grade, width, turning radius, and geometry) in the Cypress Village Development must be designed to allow access by first responders; when developing design, consideration will be given to the operations of those emergency services’ equipment and vehicles.
- 2.6 Selection of pavers shall be proposed by BPP at the time of subdivision, with selection rationale to include safety considerations, operating/maintenance considerations, neighbourhood character, compliance with

the Design Criteria and Guidelines, as well as sourcing and availability as appropriate, and is subject to review and approval by the District in accordance with this Schedule G.

Table 1: On-site Road Design Criteria

Streetscape Sections (per Appendix G-B)	Cypress Bowl Road (Section A1 to A3)	Westmount Connector (Section C1 to C3)	Eagle Lake Road (Sections B1 to B5)	Village Street (Sections D1 Alternatives & D2)	Local Road (Section E1)	Local Road (Section F1)	Local Road (Section F2)	Local Road (Section H1)	Local Road (Section G1)
Design Speed (km/h)	50 - 60	30	40	30	30	30	30	30	30
Posted Speed (km/h)	60	30	40	30	30	30	30	30	30
Road Allowance / R.O.W. (m)	Varies	15.4 (C1,C2) 18.5 (C3)	28.8 (B1 – Passenger Loading Zone) 20.5 (B2 – Bridge Crossing) 18.2 (B3) 20.4 (B4) 18.5 (B5)	18.20 (D1) 17.45 (D1 Alt) 17.10 (D2-Bridge Crossing)	17.9	20.4	15.7	13.0	15.0
Number of Through Lanes	2	2	2	2	2	2	2	2	2
Parking Lane (None, 1 or both sides) *(See Note 1)	None	None	None (B1, B2, B4) One Side (B3, B5)	Both Sides (Mixed-Use Village Core only)	One Side	Both Sides	One Side	None*	None*
Pedestrian Facility (None, 1 or both sides)	Both Sides (A1) None (A2, A3)	Both Sides	Both Sides	Both Sides	Both Sides	Both Sides	Both Sides	One Side	One Side
Bike Facility (Type)	Multi-Use Pathway (Both Sides) (A1) Bike lane / Shoulder Lane (Both sides) (A2) None (A3)	Multi-Use Pathway (One Side) / Shared-Use Lane (One Side) (C1, C2, C3)	Multi-Use Pathway (Both Sides) Shared-Use Lane (One Side) (B1, B2, B3) Multi-Use Pathway (One side) Shared-Use Lane (One Side) (B4, B5)	None (D1) Multi-Use Pathway (One Side) (D1 Alt, A2) Multi-Use Pathway (Both Sides) (D2)	Multi-Use Pathway (One Side)	Multi-Use Path (One Side)	None	None	None
Maximum Grade (%)	meet existing	12.0	12.0	7.0	8.0	12.0	12.0	12.0	12.0

*Note 1: No dedicated parking lane but short lay-by areas may be provided in boulevard space.

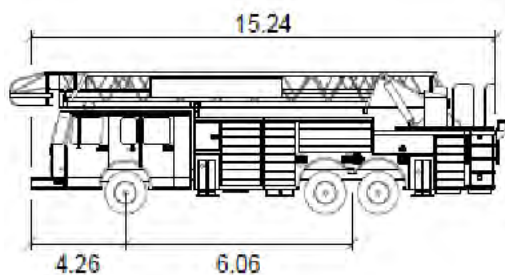
ROUNDABOUTS DESIGN CRITERIA

- 3.1 The detailed design and completed construction for roundabouts to serve the Cypress Village Development will be in accordance with Table 2A and associated notes in Table 2B.
- 3.2 Detailed designs including the final geometry for the roundabouts serving the Cypress Village Development are subject to review and approval by the District and the regulatory agency having jurisdiction (e.g. Ministry of Transportation and Highways).

Table 2A: Roundabout Design Criteria

	Cypress Bowl Road / Westmount	Cypress Bowl Road / Eagle Lake Road	Eagle Lake Road / Godman Way
Inscribed Circle Diameter (Gutter Pan)	50m	40m	16.5m
Truck Apron Radius (Face of Curb)	18.5m	13m	9.5m
Center Island Radius (Face of Curb)	16.9m	9.4m	4.5m
Turning Movement Vehicle (Clear movement)	WV Ladder Truck	WV Ladder Truck	WV Ladder Truck
Turning Movement Vehicle (Overtrack into Apron)	WB-20 (2)	WB-20 (2)	WB-20 (4)
Minimum distance from ICD to crosswalk	6m	6m	6m
Minimum distance from crosswalk to lane taper for shoulder	15m (2)	15m (2)	15m (2)
Splitter island dimensions	Minimum 2.4m width (3)	Minimum 2.4m width (3)	Minimum 2.4m width (3)
Refer to <i>Table 2B</i> for additional information			

Figure 1: West Vancouver Ladder Truck

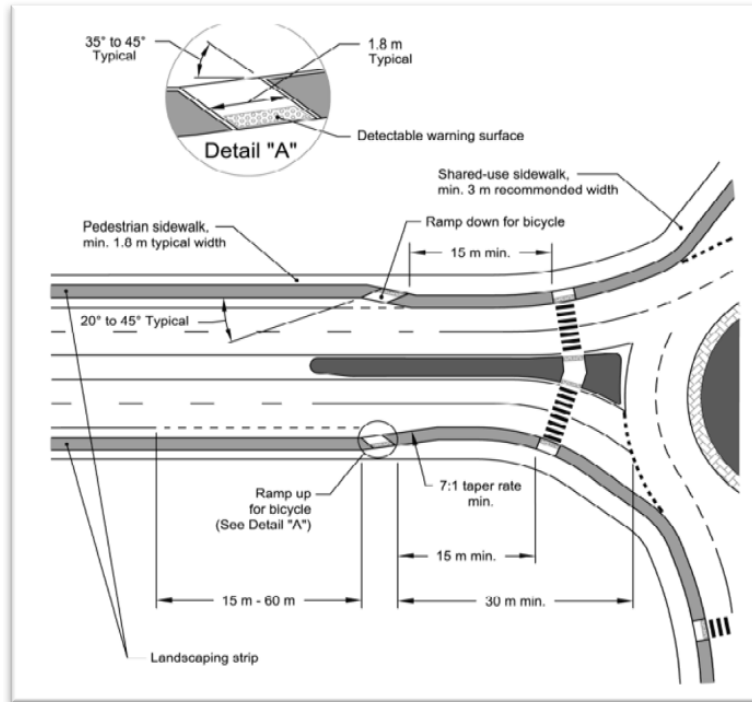


West Van Ladder Truck

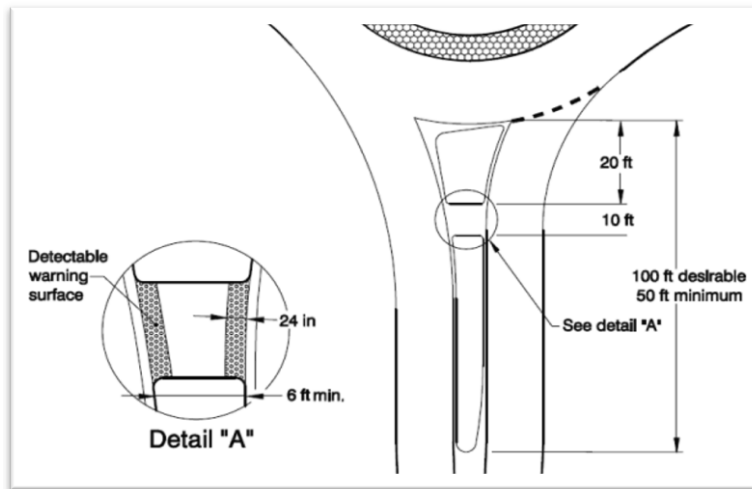
	metres
Width	: 2.44
Track	: 2.44
Lock to Lock Time	: 6.0
Steering Angle	: 40.0

Table 2B – Roundabout Design Notes

1. WB20 over-tracking allowed on the mountable apron for rear axle only: Front axle does not mount truck apron.
2. Reference figure from BC Supplement to TAC below.



3. As per TAC Canadian Roundabout Design Guide - 6.3.4, a minimum 2.4 m is required at the crossing point where a pedestrian refuge is required. Reference figure from Kansas City Roundabout Guide for splitter island dimensions.



4. WB-20 turning movement assuming vehicle allowed to mount gutter at the approach along the outside edge of the circular roadway.
5. Design criteria for roundabouts in the Ministry of Transportation and Infrastructure’s jurisdiction is to be treated as a guide with the ultimate criteria to be confirmed and approved by the Ministry of Transportation and Infrastructure and the District.

OFF-SITE ROADWAY DESIGN CRITERIA

- 4.1 The scope of Off-Site roadway reconfigurations and upgrades on Cypress Bowl Road at Cypress Bowl Lane and the Cypress Bowl Road Interchange must be consistent with the concept drawing in Appendix G-C, with final concepts including roadway dimensions and geometry to be confirmed in detailed drawings to be submitted by BPP that are subject to review and approval by the Ministry of Transportation and Infrastructure.
- 4.2 The scope of Off-Site roadway reconfigurations and upgrades at Wentworth Avenue, where the proposed Westmount Connector will intersect, as well as south of Highway 1 at Westridge Avenue/Westmount Road, must be consistent with the road concepts in Appendix G-C, with final concepts including roadway dimensions and geometry to be confirmed in detailed drawings to be submitted by BPP that are subject to review and approval by the Ministry of Transportation and Infrastructure.
- 4.3 Standards and criteria as directed by the Ministry of Transportation and Infrastructure for the Off-Site roadway reconfigurations and upgrades must be met.
- 4.4 Detailed design of the Off-site roadway works for the Cypress Village Development is subject to review and approval by Ministry of Transportation and Infrastructure.

ACTIVE TRANSPORTATION DESIGN CRITERIA

- 5.1 The active transportation network and connectivity plan for the Cypress Village Development must be consistent with the concept plan in Appendix G-A.
- 5.2 The standards and criteria for the active transportation network for the Cypress Village Development must be consistent with Table 3.
- 5.3 Active transportation network concepts and geometry for the Cypress Village Development are to be developed in accordance with the Design Standards and Guidelines, except where Table 3 supersedes those.
- 5.4 Detailed design for the active transportation network for the Cypress Village Development is subject to review and approval by the District.
- 5.5 Detailed design and specifications for the active transportation network for the Cypress Village Development must be in accordance with the Design Standards and Guidelines, except where Table 3 supersedes those, or as specified by the regulatory agency, other than the District, having jurisdictional authority.

Table 3: Active Transportation and Multi-Use Path Design Criteria

Facility Type	Separated Bi-directional Multi-Use Path (MUP) ¹ [Mountain Path]	Bi-directional MUP [Eagle Lake Road (ELR) South Side]	Uni-directional MUP [ELR North Side]	Shared-Use Vehicle Lane [ELR South Side]	Secondary Emergency Access Route [Caulfeild Access] ²	Recreational Trail / mountain bike access [Powerline Road Emergency Access] ³
Direction	Both	Both	Uphill	Downhill	Both	Both
Road Section Reference	N/A	B1, B2, B3	B1, B2, B3, B4, B5	B1, B2, B3, B4, B5	N/A	N/A
Intended Users	Pedestrians, Cyclists, Non-motorized modes	Pedestrians, Cyclists, Non-motorized modes	Pedestrians & Cyclists	Cyclists & Vehicles	Pedestrians & Cyclists	Hikers & Mountain Bikers
Vehicle Access Accommodation ⁴	Light Utility Vehicle (LSU TAC 2017)	Light Utility Vehicle (LSU TAC 2017)	Bicycle	District Fire truck	Light Utility Vehicle	Light Utility Vehicle
Surface Treatment	Asphalt	Asphalt	Asphalt	Asphalt	Asphalt / Millings	Gravel ⁹
Structure	50mm Asphalt 150mm Granular Base Gravel	50mm Asphalt 150mm Granular Base Gravel	50mm Asphalt 150mm Granular Base Gravel	Per road section	As determined by a qualified professional in accordance with Section 11.2 of this Schedule.	As determined by a qualified professional in accordance with Section 11.2 of this Schedule.
Minimum Pathway Width (m)	4.0 ⁵	4.0 ⁵	3.0	4.3	4.0	4.0
Gravel Shoulder Width ⁶ (m)	0.5m (each side)	N/A	N/A	N/A	0.5m (each side)	N/A
Maximum longitudinal grade	As per the Design Standards and Guidelines	As per the Design Standards and Guidelines	Per Road Design Maximum = 12%	Per Road Design Maximum = 12%	Maximum 12%	Maximum 12%
Lighting / Illumination / Safety Provisions ^{7, 8, 10}	Yes	Yes, as part of roadway	Yes, as part of roadway	Yes, as part of roadway	No	No

Notes:

- (1) Does not apply to the portion of the Mountain Path being built as part of the Rodgers Creek development.
- (2) Caulfeild Access is a multi-use trail intended for emergency vehicles, pedestrians, and cyclists, not a MUP.
- (3) Powerline Road is a multi-use trail intended for emergency vehicles, hikers, and mountain bikers, not a MUP.
- (4) 5.0m minimum horizontal curve radius.
- (5) Minimum pathway width may be reduced to minimum of 3.0m where additional pathways are provided nearby.
- (6) Minimum 0.5m horizontal clearance should be maintained from pathway edge to obstructions (trees, furniture, etc.).

- (7) Safety provisions such as bollards, signage, paint markings and symbols to be implemented where possible and appropriate, with consideration for adequate stopping sight distances.
- (8) Spacing of lighting to be confirmed in detailed design.
- (9) Subject to maintenance considerations.
- (10) Pathway design to give consideration to snow removal, operations, and storage.

6.0 TRANSIT SYSTEM DESIGN CRITERIA

- 6.1 The transit system infrastructure serving the Cypress Village Development must be to the satisfaction of the District acting reasonably and must be in accordance with standards and criteria to be as directed by the regional transportation authority, TransLink.
- 6.2 Bus shelters for the transit system must be covered, must each include a bench for sitting under the covered area, must incorporate accessibility standards, and must have a standardized design.
- 6.3 Terms and conditions regarding maintenance of transit stop infrastructure, such as shelters and signage, during the interim period operating as an independent transit service, will be defined in an agreement between the District and BPP at the time of subdivision servicing, if not already prescribed in the Independent Transit Service agreement with TransLink.

7.0 WATER SERVICING DESIGN CRITERIA

7.1 Design Demand Criteria:

- (1) 992.7 L/cap/day Maximum Day Demand
- (2) Fire Flows [Development: Flow; Duration]:
 - (a) Single Family Residential: 60 L/s; 1.5 hours
 - (b) Multi-Family Residential (Low-Rise): 120 L/s; 2.0 hours
 - (c) Multi-Family Residential (High-Rise): 200 L/s; 2.5 hours
 - (d) Commercial / Institutional: 150 L/s; 2.0 hours
 - (e) Industrial: 225 L/s; 3.0 hours
- (3) Domestic Balancing Storage is 25% of the Maximum Day Demand volume required
- (4) Emergency Storage is 25% of the total combined volume required for Domestic Balancing Storage and Fire Flow Storage
- (5) Pressure [Zone: min/max elevation]
 - (a) CV-C1: Static HGL 401m [296m/366m]
 - (b) CV-C2: Static HGL 331m [226m/296m]
 - (c) CV-P2: Static HGL 261m [164m/226m]
- (6) Detailed design of and specifications for the On-Site and/or Off-Site water servicing works for the Cypress Village Development must be in accordance with the Design Standards and Guidelines, except where superseded by Sections 7.1 (1), (2), (3), and (4) of this Schedule.
- (7) Any potable watermain distribution tie-ins to commission a new On-Site or Off-Site system or portion thereof will be completed by District personnel at BPP's cost plus a 10% administration fee unless the works are included in a cost share agreement per Schedule H, whereby the costs for tie-in and commissioning will be allocated as per Schedule H.

7.2 Cross-Country Watermain Requirements:

- (1) The existing Cross-Country Watermain will be relocated within a standard cross-section in the new re-aligned Eagle Lake Road, as part of the replacement of the existing Eagle Lake Access Road, with general extents from Cypress Bowl Road to Cypress Creek.

7.3 Pump Stations Requirements:

- (1) The existing 11th Street Pump Station will be replaced with a new 11th Street Pump Station as required to accommodate the demand set out in Table 4:

Table 4: Future 11th Street Pump Station Flow Components

Demand Source	Maximum Day Demand (L/s)
<i>West Vancouver Demand:</i>	
• Existing demands ¹	232.3
• Horseshoe Bay (Sewells) ¹	4.6
• Rodgers Creek ¹	32.9
• Other Future Demands ²	8.8
• Subtotal	278.6
<i>Cypress Village Demand:</i>	
• Cypress Village (Phase 1 + 2)	79.4
<i>Total Demand:</i>	
• Total	358
Notes: 1. Flow value from MWSS 2. Calculated based on MWSS	

- (2) The District may explore a phased build-out of the total Cypress Village Development water requirement from the 11th Street Pump Station during the detailed design (e.g. building the pump station to house 4 pumps but only installing 3 pumps initially with a 4th pump to be installed when warranted by demand), but the District implementing a phased build-out is subject to prior written agreement by BPP which is not to be unreasonably withheld.
- (3) The existing Westmount Pump Station will be replaced with a new Westmount Pump Station as required to accommodate the demand set out in Table 5:

Table 5: Future Westmount Pump Station Flow Components

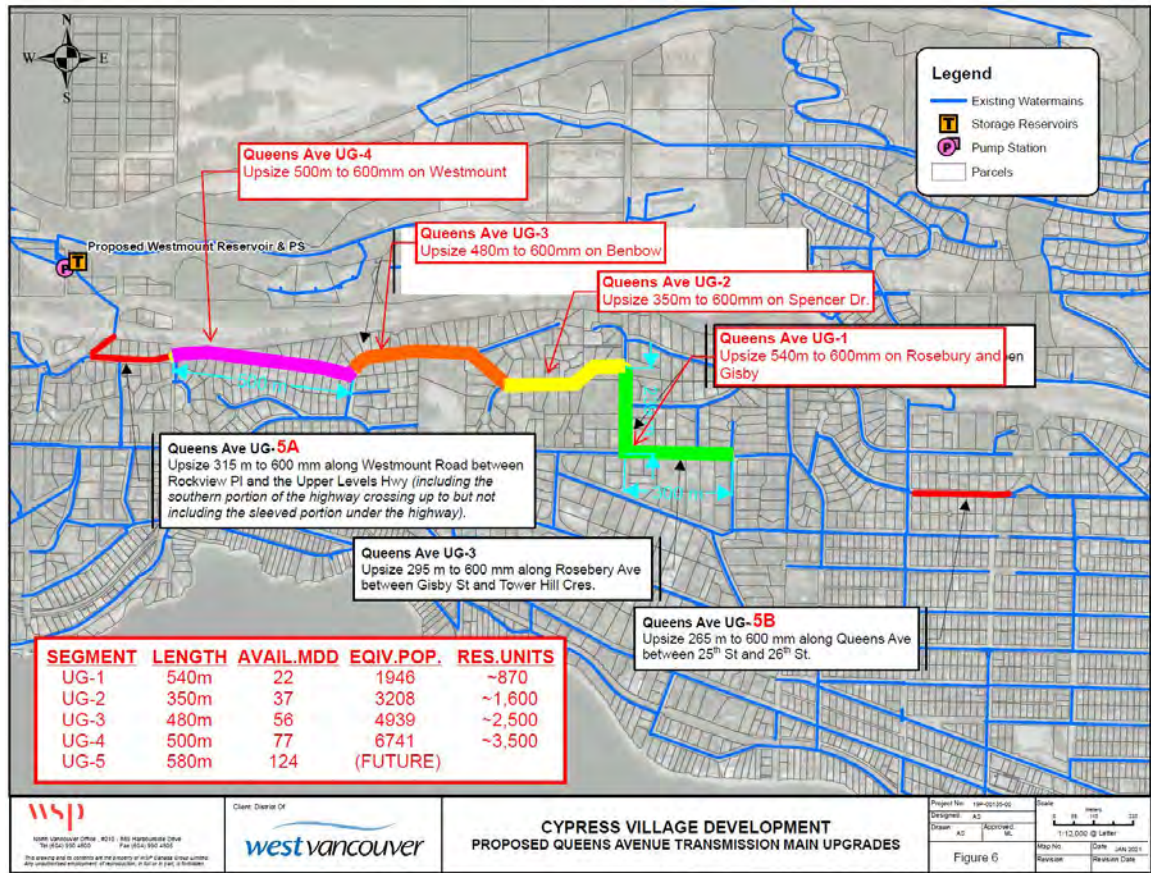
Demand Source	Maximum Day Demand (L/s)
<i>West Vancouver Demand:</i>	
• Existing demands ¹	99.8
• Horseshoe Bay (Sewells) ¹	4.6
• Other Future Demands ²	7.9
• Subtotal	112
<i>Cypress Village Demand:</i>	
• Early CV Demands ³	16
• Balance of CV Demands ³	63.4
• Subtotal	79.4
<i>Total Demand:</i>	
• Total	191.4
Notes: 1. Flow value from 2016 MWSS 2. Calculated based on 2016 MWSS	

- (4) BPP may explore a phased build-out of the total Cypress Village Development water requirement from the new Westmount Pump Station during the detailed design (e.g. building the pump station to house 4 pumps but only installing 3 pumps initially with a 4th pump to be installed when warranted by demand), but BPP implementing a phased build-out is subject to prior written agreement by the District which is not to be unreasonably withheld.

7.4 Queens Avenue Transmission Watermain Requirements:

- (1) The existing Queens Avenue Transmission Watermain between the Westmount and 11th Street Pump Stations will be upgraded as required to provide the capacity to service the Cypress Village Development.
- (2) The extent of work includes installation of approximately 2.5km of watermain from 29th Avenue to Westridge Avenue, as illustrated in the concept plan in Appendix G-A.
- (3) The work may be divided into up to 5 phases (UG-1, UG-2, UG-3, UG-4, UG-5) as illustrated in Figure 1.

Figure 1: Conceptual Phasing of the Queens Avenue Transmission Watermain



- (4) Any portion of existing public sidewalk or existing roadway that is disturbed or altered as a result of constructing any portion of the Queens Avenue Transmission Watermain shall be repaved. Repaving shall include the full width of the disturbed traffic lane and/or the disturbed sidewalk, including curb and gutter, or both.
- (5) Where phase(s) of the upgrades to the Queens Avenue Transmission Watermain, which is contained within existing District road allowances, occur adjacent to other offsite works

required to service the Cypress Village Development, the design must be coordinated regardless of the timing of the delivery of the works.

7.5 Reservoir Requirements:

- (1) Three reservoirs will be constructed to provide fire flow storage, domestic balancing storage and emergency storage capacity for the Cypress Village Development. These are referred to as the “Westmount”, “CV-C1”, and “CV-C2” water storage reservoirs, as generally shown on the concept plan in Appendix G-A.

7.6 SCADA, Controls & Implementation:

- (1) The pump station and reservoir works noted above in Sections 7.3 and 7.5 of this Schedule G will be equipped with remote monitoring and control capabilities and be integrated with the District’s existing SCADA systems. In this regard, BPP and their qualified professional will be responsible for the following:
 - (a) Complete Electrical, Instrumentation, and Communications (EIC) design and specifications.
 - (b) Work with the District to develop a control strategy for the pump stations/reservoirs to be used for the RTU and SCADA programming. Control and functionality requirements, and pump station/reservoir alarms, will be documented in detail in this document.
 - (c) The pump station/reservoir design will include a new Motorola RTU as the PS control system.
 - (d) Complete a radio path from the new pump station and/or reservoir site to the District master station must be verified prior to commissioning and/or as part of the design process (i.e. radio path study).
 - (e) Manage and facilitate start-up and commissioning activities for all aspects of the pump stations and reservoirs, including electrical and controls and SCADA tie-in.
 - (f) Carry out Motorola RTU programming for the new pump station and reservoir works based on the functional description. Programming work will include SCADA programming and IP Gateway configuration at the master station as well as the SCADA alarms. In the case where existing pump stations or reservoirs are being replaced, the RTU, radio and antenna system will be new with the intention to have new pump stations and/or reservoirs fully programmed and operational before demolishing the existing pump stations.
 - (g) Review the Contractor’s commissioning plan and organize discussions with the Contractor and District to coordinate the testing, start-up, and commissioning activities. Coordination items will include: programming and testing of the RTU and SCADA system, tie-ins to District water distribution system, and start-up and testing of all Contractor installed mechanical and electrical components. BPPs qualified professional will witness all performance tests and provide support during testing and commissioning. All commissioning documentation will be provided.
- (2) Backup power will be provided for at all pump stations unless otherwise determined by the District.

8.0 SANITARY SERVICING DESIGN CRITERIA

8.1 Sewer Design Criteria:

- (1) Base Flow: 300 L/cap/day
- (2) Inflow & Infiltration (new development): 17,900 L/ha/day (includes 15% factor for climate change)
- (3) Inflow & Infiltration (existing system): 29,100 L/ha/day
- (4) Commercial ADWF: 45,000 L/ha/day
- (5) Institutional ADWF: 15,000 L/ha/day
- (6) Industrial ADWF: 25,000 L/ha/day
- (7) Pipe roughness Manning's coefficient (gravity): 0.013
- (8) Pipe friction Hazen-Williams coefficient (pressure): 120
- (9) Maximum d/D ratio (gravity):
 - (a) 0.5 (\leq 250 mm diameter)
 - (b) 0.7 (\geq 300 mm diameter)
- (10) Minimum Velocity
 - (a) 0.61 m/s (gravity)
 - (b) 0.9 m/s (pressure forcemain)

8.2 Detailed design of the On-Site and/or Off-Site sanitary servicing works and services for the Cypress Village Development will be in accordance with the Design Standards and Guidelines, except where superseded by Section 8.1 of this Schedule.

8.3 Alternate Solution:

Where the Sewer Design Criteria as per Section 8.1 cannot be met, a proposed alternative solution must be provided and is subject to review and approval by the District. This includes any interim sanitary sewer condition proposed for different stages of the Cypress Village Development.

8.4 Sanitary System Sewer Requirements:

- (1) Existing sanitary sewers must be upgraded as required to provide net additional capacity to service the Cypress Village Development demands.
- (2) Off-Site sewer system upgrades are anticipated between Cypress Bowl Road and Metro Vancouver's Hollyburn Interceptor system at Gables Lane, as illustrated in the concept plan in Appendix G-A.
- (3) On-Site and Off-Site sanitary sewer works and services will be constructed throughout the Cypress Village Development buildout as determined through system analysis at the time of subdivision.
- (4) Any portion of existing public sidewalk or existing roadway that is disturbed or altered as a result of constructing any portion of the Off-Site sanitary sewer system shall be repaved. Repaving shall include the full width of the disturbed traffic lane and/or the disturbed sidewalk, including curb or gutter, or both.

9.0 RAINWATER MANAGEMENT AND CONVEYANCE CRITERIA

9.1 Principles

The following principles will guide the rainwater management and conveyance strategy for the Cypress Village Development:

- (1) The rainwater management strategy for the Cypress Village Development will be designed to maintain the quantity and quality of water in the natural drainage systems of the Cypress Village Area and avoid negative downstream impacts.
- (2) Low Impact Development features will be combined with productive natural wetland ecosystems to yield a system that removes pollutants, avoids increased erosion and flood risk, and encourages habitat growth.
- (3) Consistent with the Five Creeks Integrated Stormwater Management Plan, the western leg of the diversion system will be constructed to serve the Cypress Village Development and will be tied into the existing diversion system, which will safely convey potentially damaging high runoff flows from significant weather events into the ocean.
- (4) Provided that the diversion system is in-place, on-site detention is not required.
- (5) The rainwater management and conveyance strategy for Cypress Village will include Cypress Village-specific design criteria that will be developed through the Hydrotechnical Master Plan, Subdivision Rainwater Management Plans, and Building Permit Rainwater Management Plans described in Section 9.2. The Cypress Village specific on-lot stormwater and rainwater management guidelines and design criteria may deviate from the District's "Single-Family Residential Lot Stormwater Management Guidelines" dated January 18, 2021 and "Non-Single-Family Lot Redevelopment Rainwater Management Guidelines" dated January 29, 2021, which are intended for infill development.

9.2 District Review Stages:

The Subdivision and Building Permit stages are the two milestones at which adherence to rainwater management criteria is confirmed throughout the Cypress Village Development.

- (1) Subdivision: Prior to the first subdivision for new development lots and/or roads within the Cypress Village Development, a Hydrotechnical Master Plan (HMP) for the entire Cypress Village Development presenting key findings from hydrologic/hydraulic analysis which include both a pre-development ("Existing") and a post-development ("Future") condition will be subject to review and approval by the District having regard to the criteria in Section 9.2 of this Schedule G. This HMP report will present the design flows for various components of the naturalized and piping networks, including local sewers, Eagle Lake Road, and the west leg of the District's high-flow storm diversion pipe east of Godman Creek. It will also present what types and extents of controls, if any, will be required by each subdivision.

Each Subdivision application in the Cypress Village Development will require site specific Subdivision Rainwater Management Plan (SRMP) submission that demonstrates how the proposed subdivided lands will adhere to the criteria within this schedule and fit into the larger HMP. The SRMP will be a condition of Subdivision and detail specific objectives and metrics for on-site buildings, landscaping, environmental features and temporary measures, as required. Measures can be secured on title with a restrictive covenant, as needed, to ensure proper performance and adherence to the overall strategy.

- (2) As subdivisions progress in the Cypress Village Development, the HMP will be updated to incorporate as-built conditions and collected data and performance observations gathered as part of post implementation monitoring, to ensure the overall rainwater management goals for the Cypress Village Development are met. This is an “Adaptive Management” process. The pace of development is unknown. The timing of when the HMP warrants an update will be reviewed at each phase of subdivision; a letter prepared by the appropriate Qualified Professional will be submitted to the District addressing the current version of the HMP and its consistency in application to the subdivision.
- (3) At the time of Building Permit (BP) submission, a BP Rainwater Management Plan (BPRMP) will be included, which will demonstrate how the proposed Building(s), associated landscaping; and future development area (if relevant) adheres to the SRMP.

9.3 Design Criteria:

- (1) All “Design Flows” shall be based on Rainfall Intensity-Duration-Frequency (IDF) Curves with Climate Change from the IDF VW51 Rain Gauge (as amended from time to time if agreed to in writing by both the District and BPP, acting reasonably, except for changes that the District can make without needing written agreement from BPP pursuant to Section 516(6) of the *Local Government Act*), with a multiplying factor of 1.4 applied to major system where major system is defined as systems designed for 1:100, 1:200. The western leg of the Five Creeks Diversion will provide for high flow conveyance for the Cave Creek, Turner Creek and Godman Creek watersheds within much of the limits of the CV Lands. Provided this diversion is in service prior to occupancy within the respective watersheds, peak flow attenuation is not required to be incorporated into conveyance systems for development within those watersheds.

Table ES-8: Rainfall Depth (mm) for VW51 Rain Gauge with Climate Change

Duration	Return Period						
	2 year	5 year	10 year	25 year	50 year	100 year	200 year
5 min	3.8	5.6	6.7	8.1	9.2	10.1	11.4
15 min	7.1	10.0	11.9	14.3	16.2	17.8	19.9
30 min	10.6	14.6	17.2	20.6	23.2	25.5	28.4
1 h	15.6	21.2	24.8	29.5	33.2	36.6	40.5
2 h	23.1	30.8	35.8	42.3	47.5	52.3	57.7
6 h	42.9	55.6	64.1	74.9	83.8	92.4	101.1
12 h	63.5	80.7	92.6	107.4	119.9	132.2	144.2
24 h	93.8	117.2	133.7	154.1	171.5	189.2	205.5

- (2) Minor system piped storm sewer 1:10 year.
- (3) Major system 1:100 year overland flow path. Where no acceptable overland path exists, the piped system is to be sized for 1:100 year, both inclusive of the multiplying factor of 1.4.
- (4) Eagle Lake Road piped storm system is to be designed for 1:100 year where Eagle Lake Road is to serve as a high flow conveyor of flow to Godman Creek to connect into the Diversion system, piping is to be sized to avoid overland flow on Eagle Lake Road and to ensure capture of flow into the Diversion.
- (5) Bridges and Culvert crossings 1:200 year (*where upstream diversion exists, 1:100 year). New culverts and bridges on existing natural creek systems (e.g. Godman Creek, Turner Creek, Cave Creek) shall accommodate a 200 year flow. In the case of culverts, they shall be sized for an HW/D = 1.0 or less, and in the case of bridges, they shall be designed for a freeboard clearance of 1.5 metres or more (distance from the maximum water surface to the bridge structure soffit).
- (6) Naturalized system (including channels, culverts, and wetlands) will be sized for Low Flow, equivalent of 1:2 year event or as directed as part of DFO authorization requirements.

- (7) Design flows may be computed using the rational method for sites less than 10 hectares, for sites greater than 10 hectares the hydrograph method is to be used. All computations and modelling must be sealed by a qualified engineering professional.
- (8) If the upstream diversion is not yet in service, calculation for detention storage will use the hydrograph method.
- (9) Manning's Pipe Roughness Coefficient, n:
 - (a) HDPE, PVC = 0.011
 - (b) Concrete, and other smooth wall pipes = 0.013
 - (c) Corrugated pipes and culverts = 0.024

9.4 Alternate Solution:

Where the Storm Sewer Design Criteria as per this Section 9.3 cannot be met, a proposed alternative solution must be provided and is subject to review and approval by the District. This includes any interim storm sewer and/or interim detention or diversion proposed for different stages of development.

9.5 On-Lot Rainwater Management Criteria:

The following criteria applies at the SRMP and BPRMP stages.

- (1) Water Quality
 - (a) All non-single family developed lands, private and public, shall provide water quality treatment to treat the first 31 mm of rain in 24 hours from all vehicle-accessible impervious surfaces prior to discharge from the lot. The treatment requirement is 80% removal of all particles down to 50 microns. The removal should be calculated on the basis of a 24 hour storm event rather than on an annual basis.
 - (b) Treatment may be met through specifically designed landscape based Green Infrastructure or with Proprietary Treatment Units. All proposed designs are to be certified by a registered professional.
 - (c) This criterion shall be met for all roadway corridors prior to discharge to a receiving natural or naturalized watercourses.

10.0 STREETLIGHTING DESIGN CRITERIA

- 10.1 All street lighting design will be as per standards of practice established by Master Municipal Design Guidelines (MMCD 2014) and the Illuminating Engineering Society (IES) - Lighting Roadway and Parking Facilities (ANSI/IES RP-8-21).
- 10.2 All street light fixtures will be LED, equipped with adaptive light control with dimming capabilities to further reduce light output and consumption.
- 10.3 Selection of roadway lighting poles shall be proposed by BPP at the time of subdivision, with selection rationale to include safety considerations, neighbourhood character, compliance with the Design Criteria and Guidelines, as well as sourcing and availability as appropriate, and is subject to review and approval by the District in accordance with this Schedule G.

11.0 GEOTECHNICAL

- 11.1 Geotechnical conditions and mitigative measures related to earthworks, blasting, and slope stabilization will be applied based on the CV3: Hazardous Conditions Development Permit Area Guidelines.
- 11.2 Road subgrade preparations and pavement structure will be as recommended within a report submitted to the District at the time of subdivision, by a certified geotechnical professional based on road classification and observed site conditions.

12.0 CYPRESS CREEK BRIDGE CROSSING

- 12.1 The existing operations & maintenance bridge crossing Cypress Creek (McCready Bridge) at the northwest boundary of the Cypress Village Area will remain in service, to function as an emergency access route and multi-use path.
- 12.2 BPP will complete deck surfacing and guardrail improvements to Cypress Creek Bridge Crossing to improve safety and accessibility for public use, and any modifications/repair work that arises as a result of the deck surfacing and guardrail improvements, consistent with the criteria in Table 3, to be confirmed at detailed design and subject to approval by the District.
- 12.3 For clarity, a new bridge crossing for two-way vehicular travel may be constructed in the future by the District or as part of the development for a different planning area (Cypress West).
- 12.4 The existing bridge crossing is an existing major structure within the District's asset inventory, as such, inspections, condition assessment and monitoring, and maintenance is conducted semi regularly by qualified professionals. BPP's obligations for deck surfacing and guardrails pursuant to Section 12.2 may be coordinated with any outstanding or arising maintenance activities or betterments to the structure, with such maintenance activities or betterments at the District's cost, as deemed appropriate by the District.

13.0 DISTRICT FIBRE

- 13.1 Two 50mm conduits will be installed, with provisions for connections to facilities shown in the preliminary routing plan found in Appendix G-D. The conduits will be installed in a common trench either with other communications ducts (anticipated to be in road boulevard) or District utilities, as appropriate. Specifications will be as per District of North Vancouver Standard Detail Drawing SSD-G.7 – Fibre Optic Cable – Pull Box Details. Service connection duct(s) will be installed to property line only, with on-site continuations to be completed by the District.

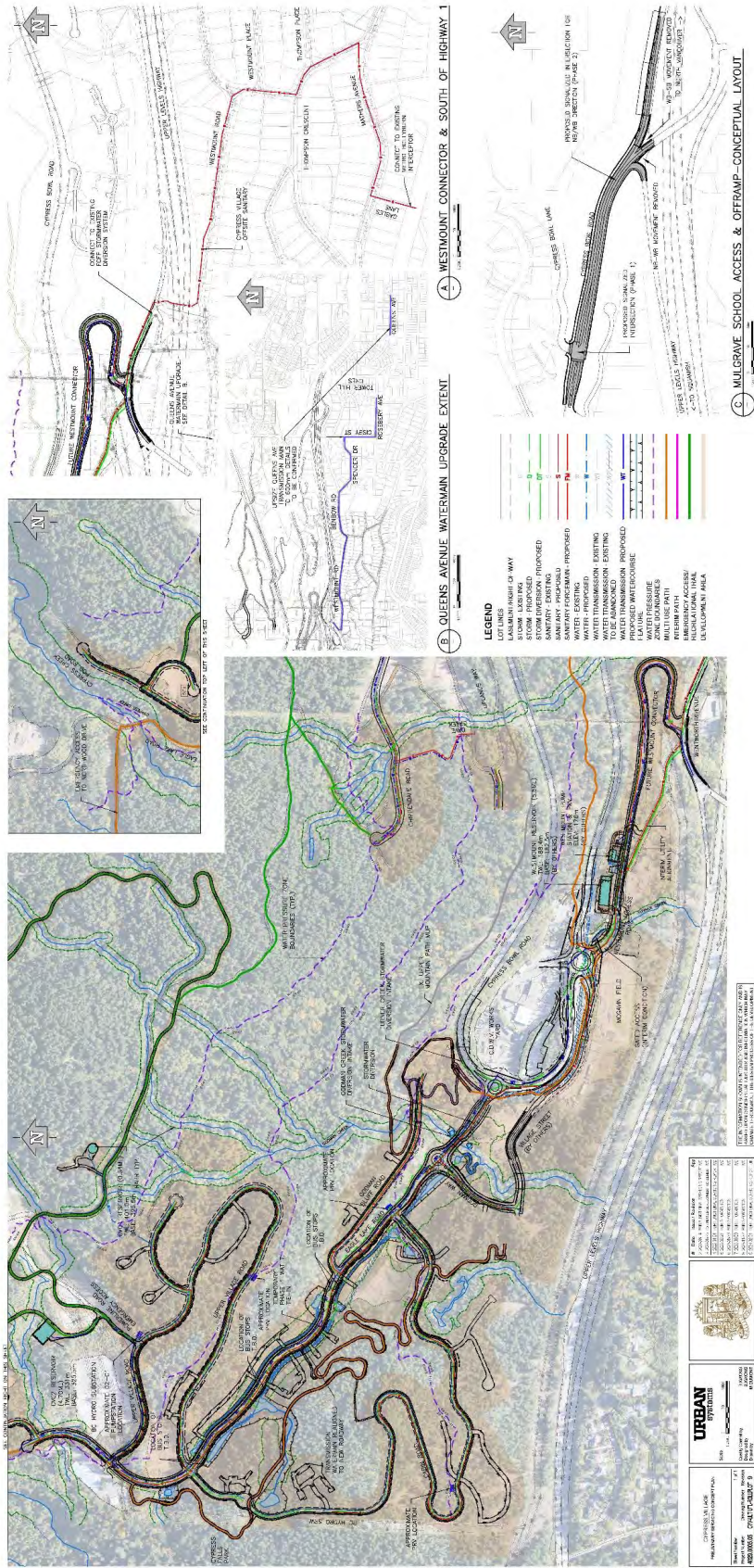
14.0 UTILITIES

- 14.1 All new electrical and communications utilities must be underground (i.e. the "Underground Wiring Works").
- 14.2 All new gas utilities must be underground.
- 14.3 Water utility buildings, water reservoirs, rainwater management works, and works ancillary to the Underground Wiring Works and gas utilities (e.g. kiosks, junction boxes, meters etc.) may be at or above grade.

15.0 CONTINUED USE

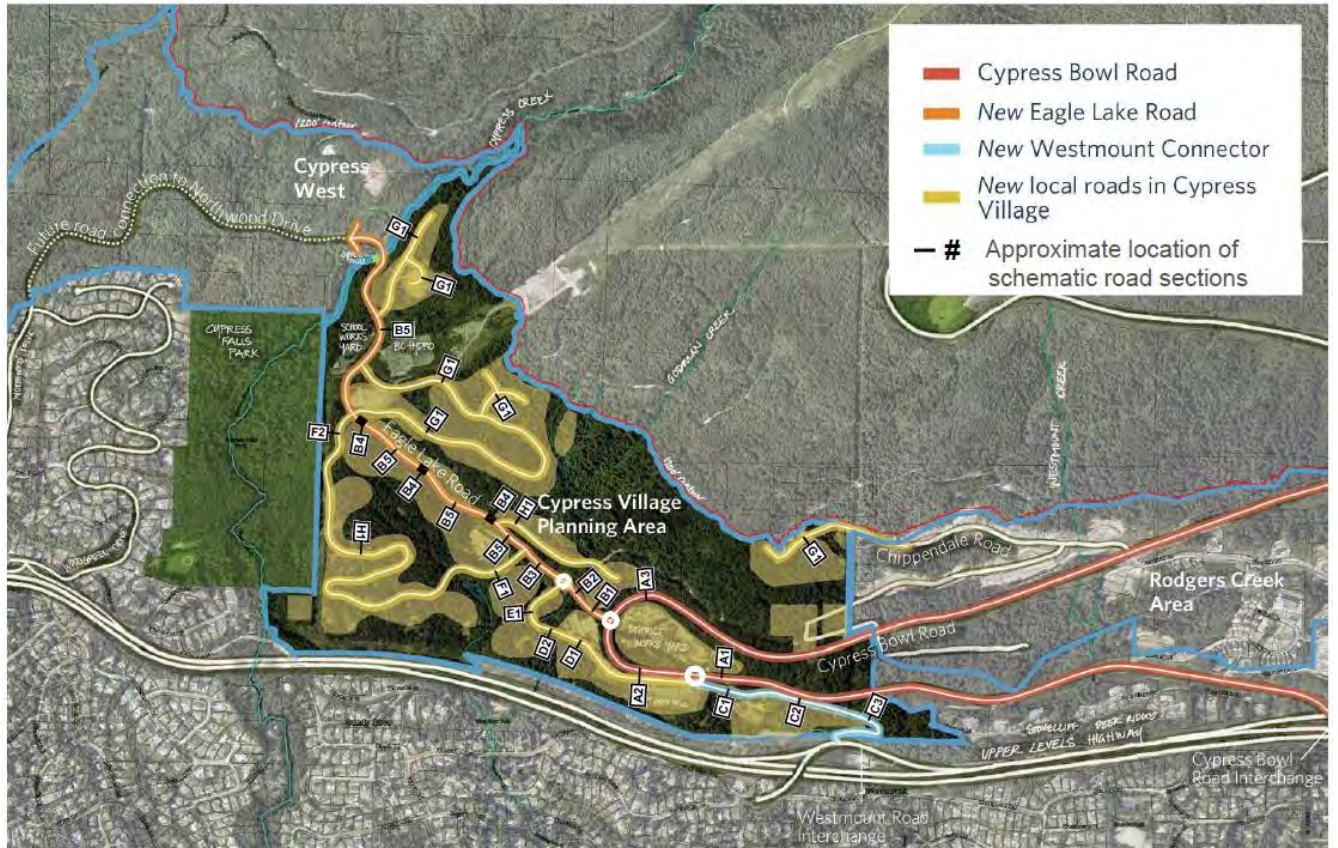
- 15.1 The Cypress Village Area contains the following existing infrastructure that must remain functional and during construction of the Cypress Village Development:
- (1) Eagle Lake Road, which provides access to the existing West Vancouver School District works yard, a BC Hydro substation, and the District's Eagle Lake water treatment facility.
 - (2) Cross-Country Watermain.
 - (3) Cypress Bowl Road.
 - (4) Westmount Access with access to the existing Westmount Pump Station.
 - (5) Westmount Pump Station and Reservoir.
 - (6) The District's Operations Centre (Works Yard) site.
- 15.2 BPP will develop a Continued Use Strategy as part of the Construction Contract or Subdivision Servicing Agreement including detailed continued use plans for each of the infrastructure items listed in Section 15.1 above, which are subject to review and approval by the District.
- 15.3 With respect to Eagle Lake Road, continuous access to the existing uses listed in Section 15.1(1) will be required throughout construction and will be achieved via a combination of temporary access roads, potentially with retaining walls as required to accommodate grade changes, and interim transition tie-ins to existing road surfaces at construction phasing boundaries. BPP is responsible for maintaining any temporary roads or transitions while Eagle Lake Road is in a temporary condition(s).
- 15.4 With respect to Westmount Access, continuous access to the existing uses listed in Section 15.1(4) and 15.1(5) will be required throughout construction and will be achieved via a combination of temporary access roads, potentially with retaining walls as required to accommodate grade changes, and interim transition tie-ins to existing road surfaces at construction phasing boundaries. BPP is responsible for maintaining any temporary roads or transitions while Westmount Access is in a temporary condition(s). For greater clarity, access will be provided from either Cypress Bowl Road or Wentworth Avenue, but through access will not be provided.
- 15.5 With respect to the Cross Country Watermain and Westmount Pump Station and Reservoir, subject to prior review and approval by the District, which approval will not be unreasonably withheld, continuous operation may be interrupted for tie-ins to existing infrastructure provided:
- (a) There is no major disruption to service to existing neighbourhoods (meaning planned interruptions are to be completed within a period typically under 8 hours and in no circumstances longer than 12 hours);
 - (b) Planned disruptions to affected service areas (neighbourhoods) are minimized; and
 - (c) Planned disruptions are only for short periods when seasonal water demands are low, and when there is sufficient operating capacity in other supporting infrastructure.

SCHEDULE G – APPENDIX G-A: Cypress Village Conceptual Servicing Plan



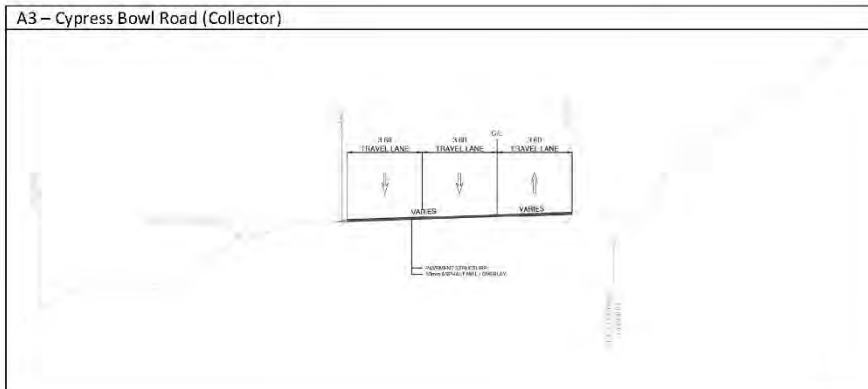
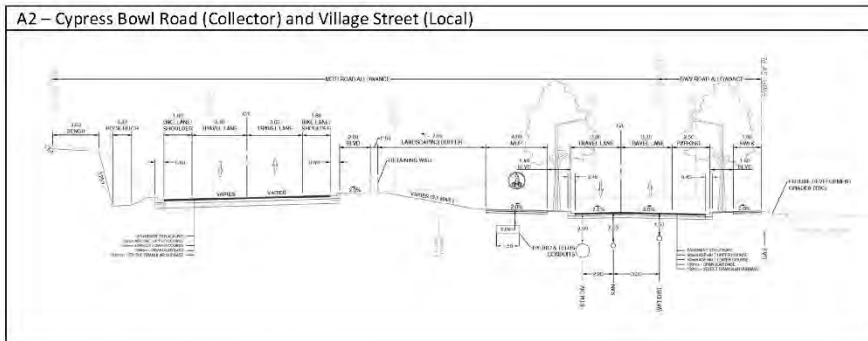
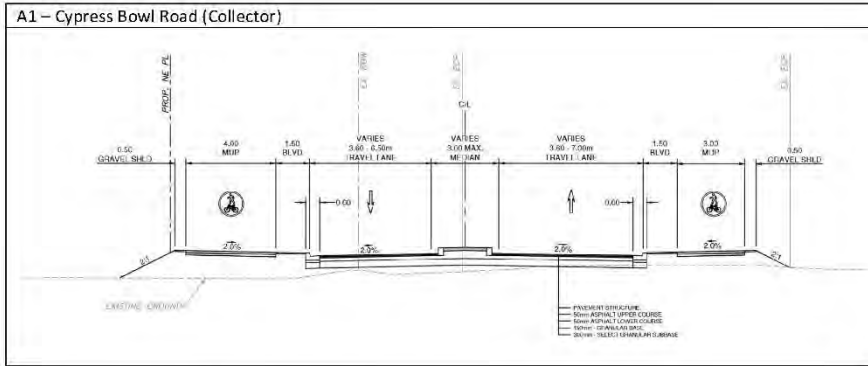
SCHEDULE G – APPENDIX G-B: Cypress Village Schematic Road Sections

Key Plan

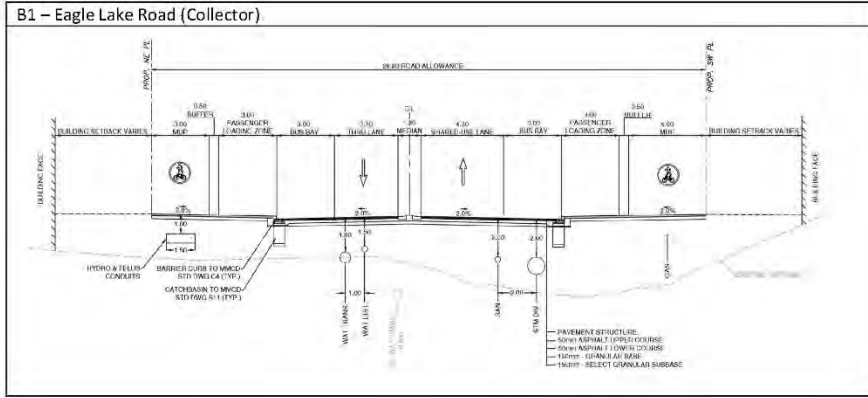


Note: The locations of the bus stop cross sections (B4) are represented schematically on this Key Plan, but the final locations will be confirmed at detailed design.

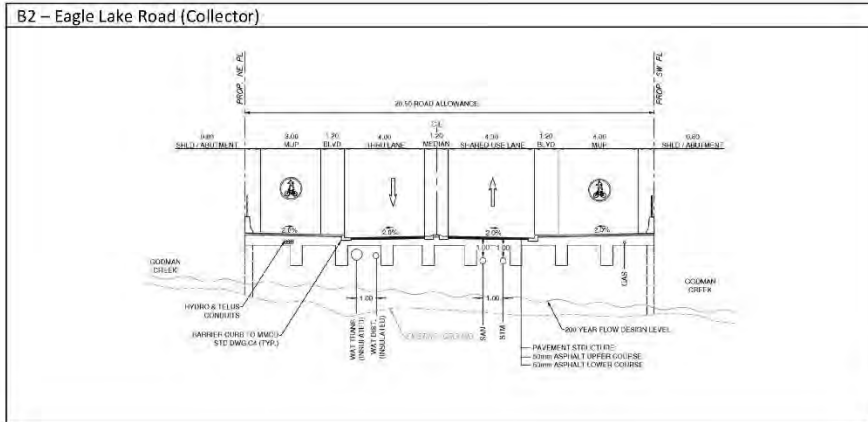
Cross Sections



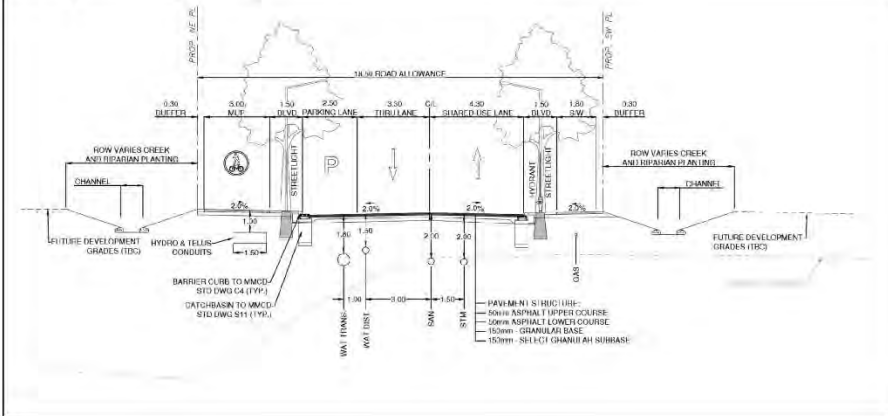
B1 – Eagle Lake Road (Collector)



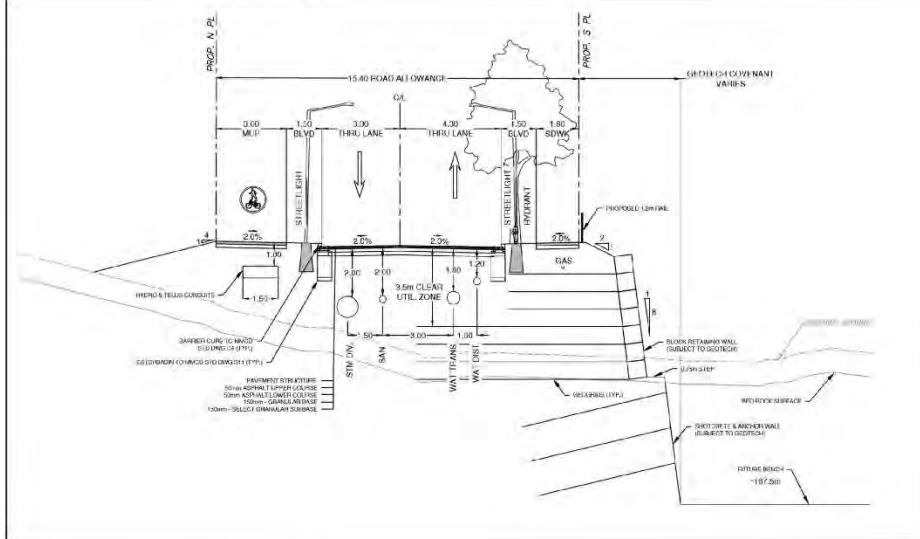
B2 – Eagle Lake Road (Collector)



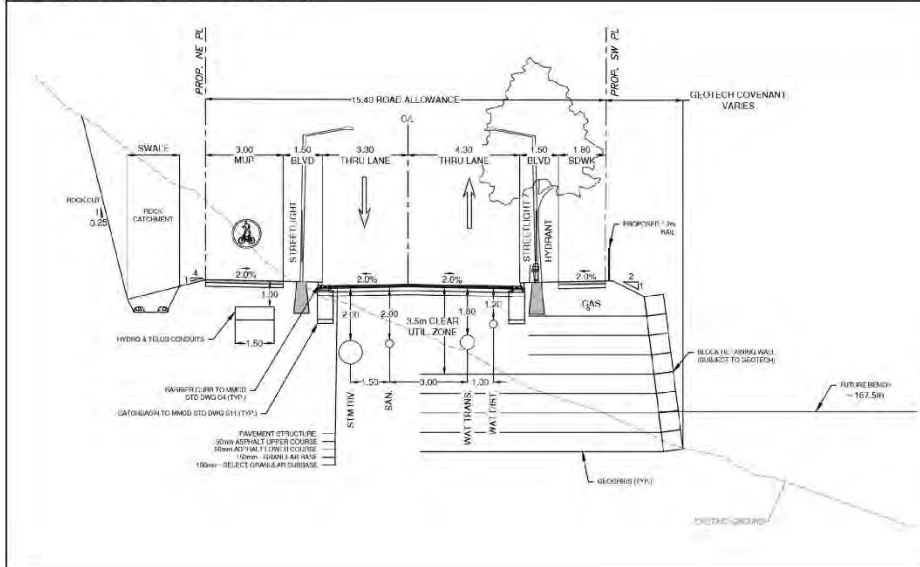
B5 – Eagle Lake Road (Collector)



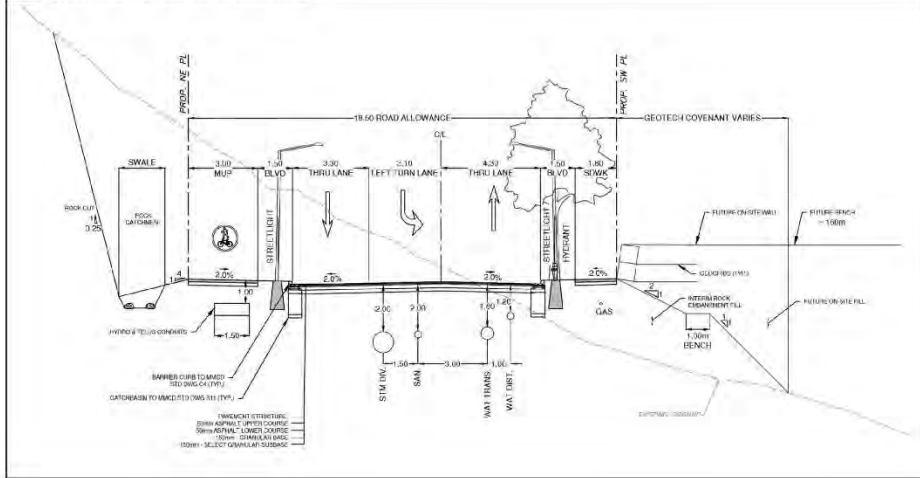
C1 – Westmount Connector (Collector)



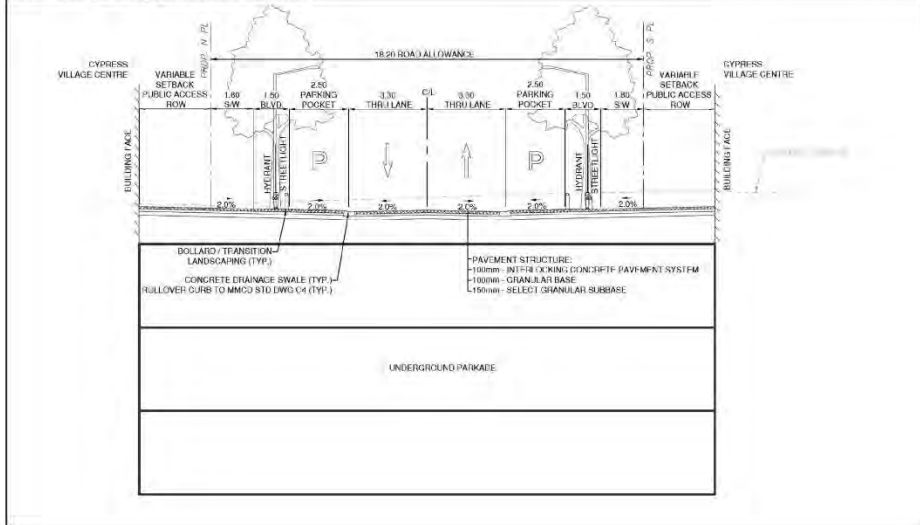
C2 – Westmount Connector (Collector)



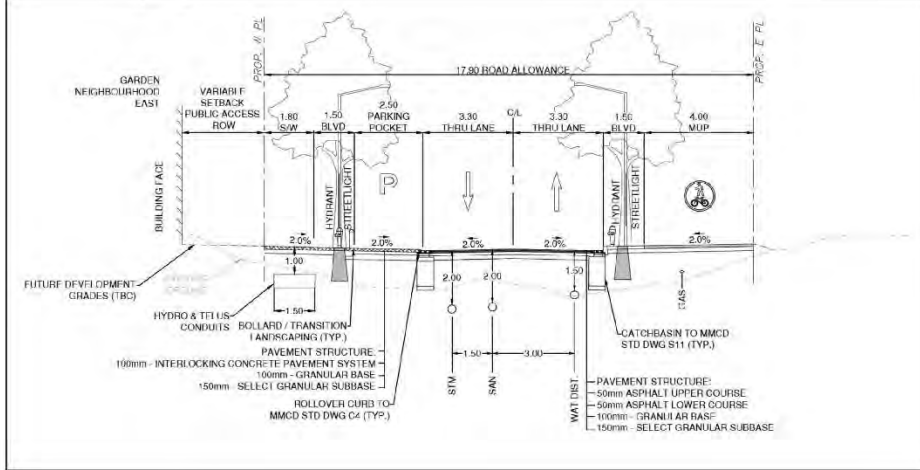
C3 – Westmount Connector (Collector)



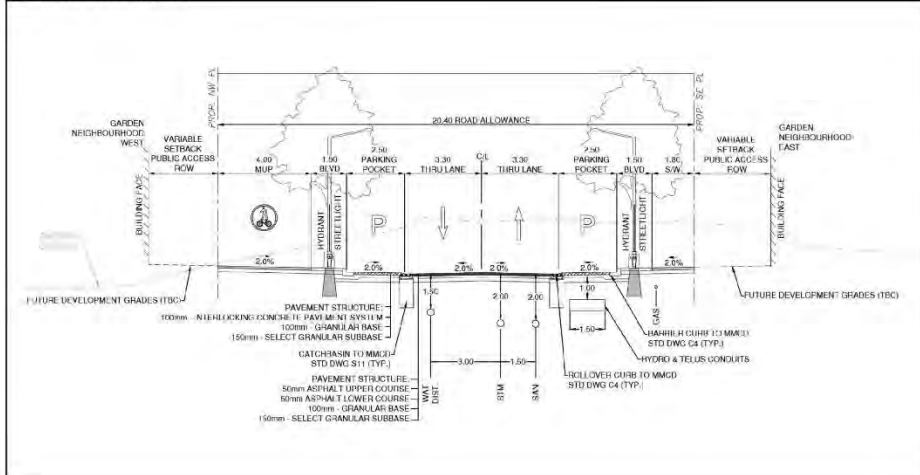
D1 – Village Street Alternative 1 (Local)



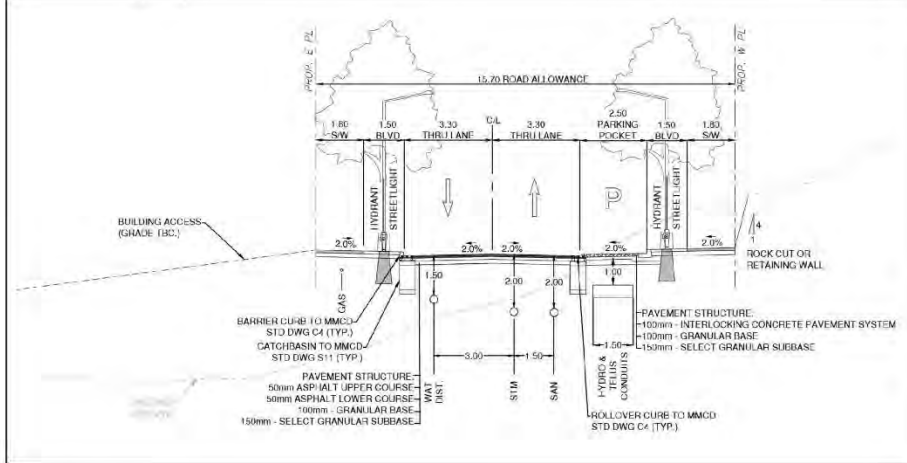
E1 – Local Road (Local)



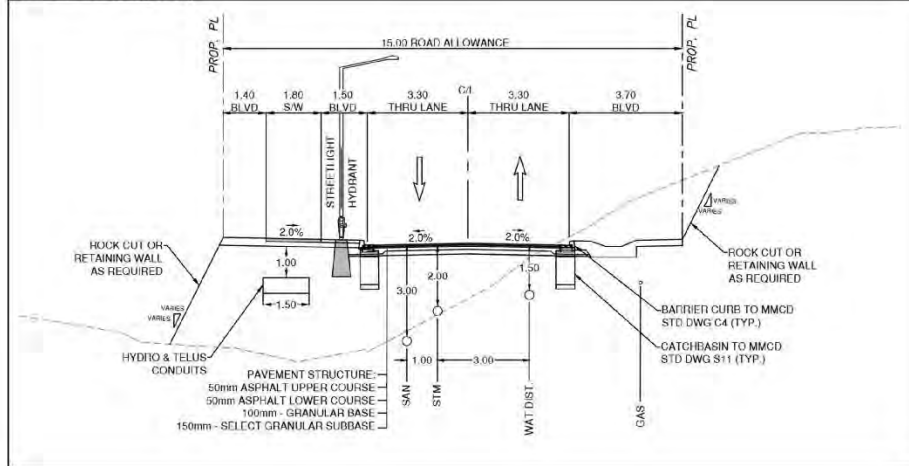
F1 – Local Road (Local)

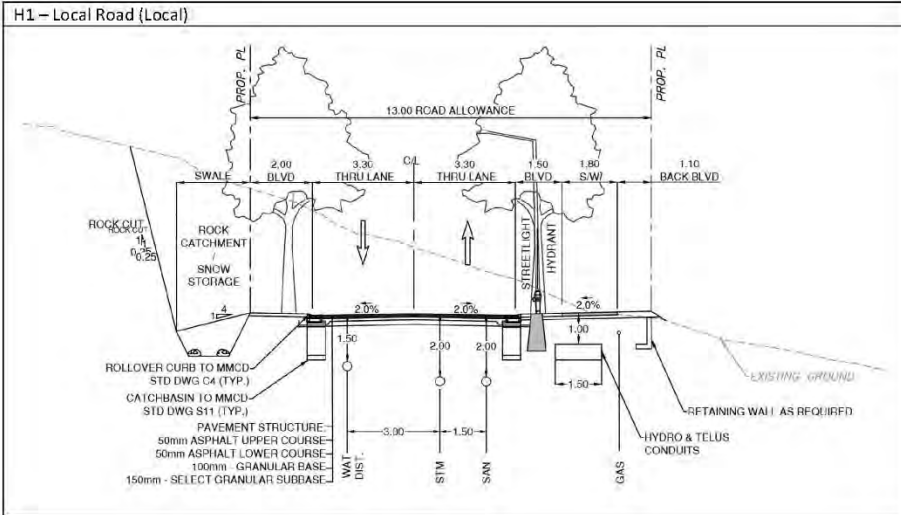


F2 – Local Road (Local)

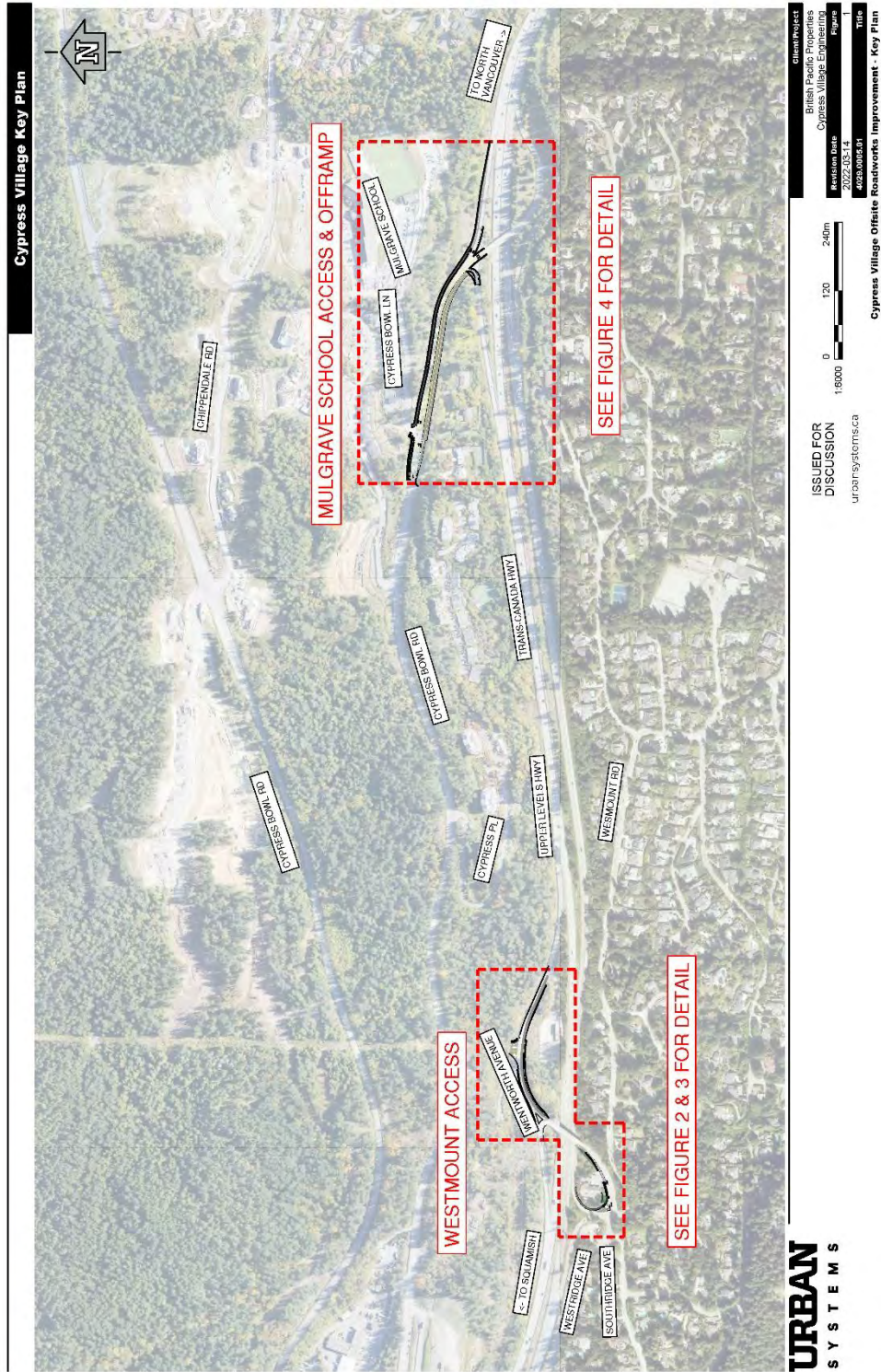


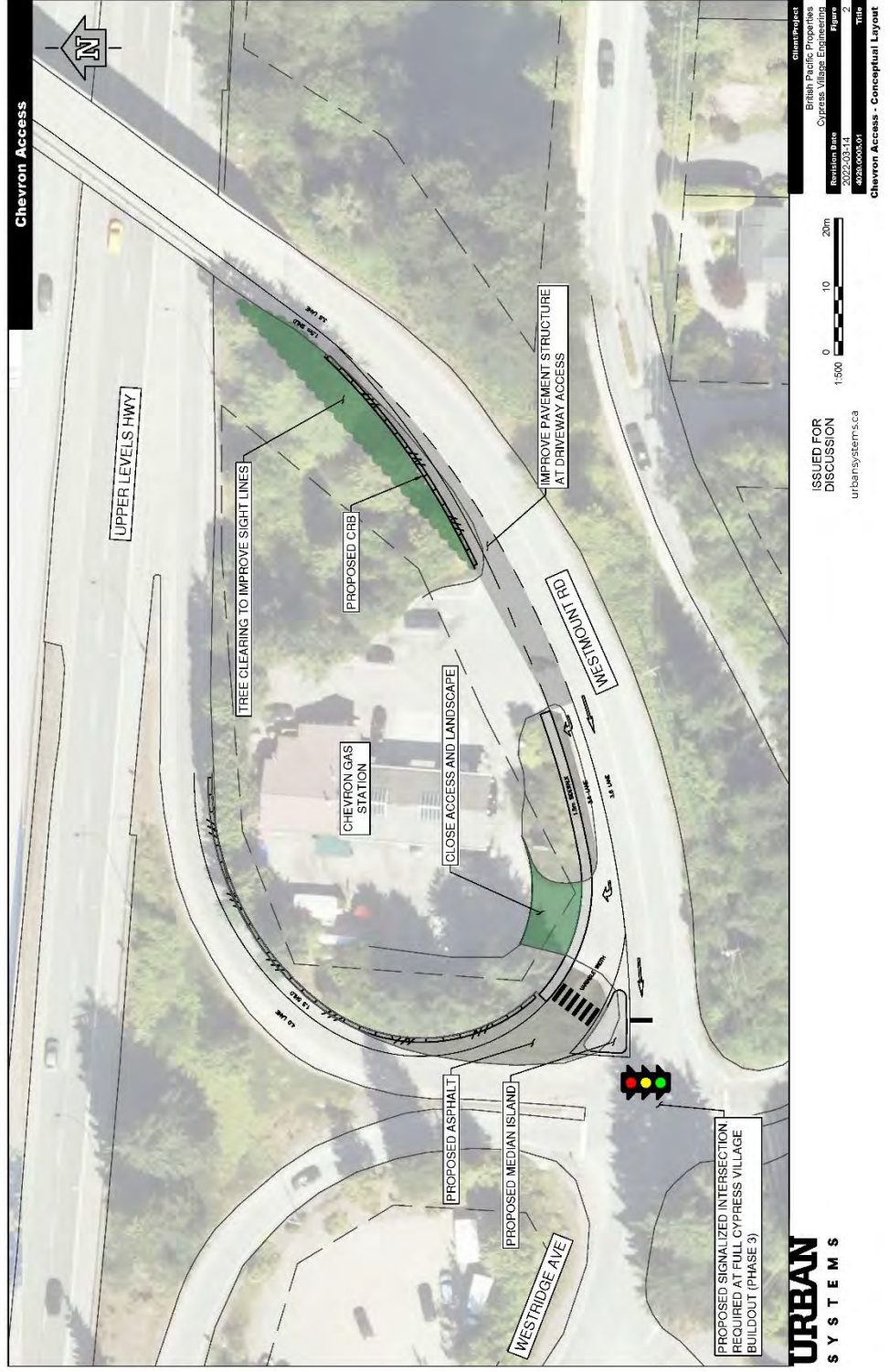
G1 – Local Road (Local)





SCHEDULE G – APPENDIX G-C: Cypress Village Offsite Roadworks Concept Plan







URBAN SYSTEMS

ISSUED FOR DISCUSSION
urbansystems.ca

Scale: 1:750 (0, 15, 30m)

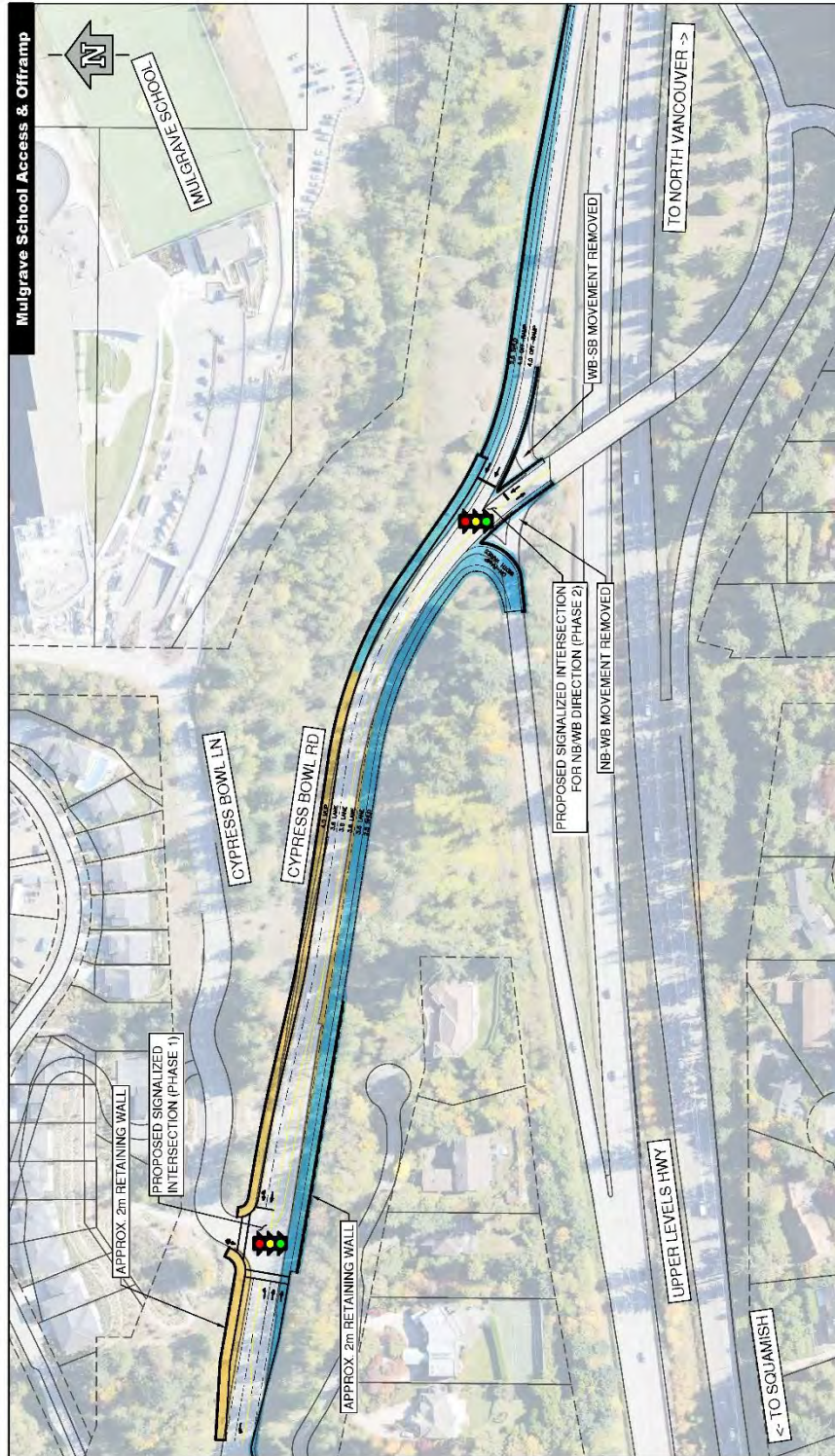
Client/Project: British Pacific Properties
Cypress Village Engineering

Revision Base: 2022-03-11

Figure: 3

Title: Westmount Access - Conceptual Layout

Small text at the bottom of the diagram area, likely a disclaimer or copyright notice.



URBAN SYSTEMS

PHASING PRESENTED IS SCHEMATIC AND TO BE CONFIRMED BY TIA AND DETAILED DESIGN

PHASE 1

- CRR WB widening for additional WB lane
- CRR EB slight widening for CL shift
- Signalized Cypress Bowl Lane

PHASE 2

- CRR EB widening for additional EB lane
- Off-ramp and on-ramp modification
- Signalization at off-ramp

ISSUED FOR DISCUSSION
urbansystems.ca

1:1500 0 30 60m

Client/Project
British Pacific Properties
Cypress Village Engineering

Revision Base
2022-03-13

Figure
2

Title
Mulgrave School Access & Offramp - Conceptual Layout

SCHEDULE “H”

**RESPONSIBILITY AND COST ALLOCATIONS FOR
CERTAIN CYPRESS VILLAGE INFRASTRUCTURE**

Item	Party Responsible for Design (see note 1)	Party Responsible for Construction	Cost Allocations (Note 9)
Cross-Country Watermain	BPP	BPP	50% District/50% BPP (see note 2), except that BPP is responsible for 100% of Earthworks costs
11 th Street Pump Station	District	District (see notes 3 and 4)	78% District/22% BPP (see note 4)
Westmount Pump Station	BPP	BPP (see note 5)	59% District/41% BPP (see note 5), except that BPP is responsible for 100% of Earthworks costs
Queens Avenue Transmission Watermain	BPP	District	\$1.725 million from the District’s Water Reserve Funds, then BPP
CV-C1 Reservoir	BPP	BPP	100% BPP (see note 7)
CV-C2 Reservoir	BPP	BPP	100% BPP (see note 7)
Westmount Reservoir	BPP	BPP (note 8)	100% District (see note 7 and 8), except that BPP is responsible for 100% of Earthworks costs
Diversion Pipe	BPP	BPP	60% District plus \$1.9 million from the District’s Drainage DCC Reserve Fund toward BPP’s 40%, then BPP
Storm Diversion Intakes or Splitters	BPP	BPP	100% District

Note 1: Where BPP is responsible for the detailed designs and servicing drawings, these are subject to review and approval by the District.

Note 2: Costs include any commissioning and tie-in costs for tie-ins in accordance with the ANSI/AWWA C601 Standard for Disinfecting Water Mains. Should any additional tie-ins be proposed by BPP beyond those in accordance with the ANSI/AWWA C601 Standard for Disinfecting Water Mains as contemplated in Schedule G, BPP is responsible for 100% of the costs of the additional tie-ins.

Note 3: The District is responsible for delivering and commissioning the new 11th Street Pump Station within 5 years of the date of adoption of the Cypress Village ADP, either will full capacity or with the initial capacity as agreed upon by the District and BPP pursuant to Schedule G.

Note 4: For clarity, this includes decommissioning and demolishing the existing 11th Street Pump Station.

Note 5: For clarity, this includes decommissioning and demolishing the existing Westmount Pump Station.

Note 6: The District will deliver/commission the relevant segment within 3 years after having received written notice from BPP to commence the delivery process, such written notice to be provided in accordance with notice provisions as set out in Section 14 of the Cypress Village Phased Development Agreement.

Note 7: If the District elects to have BPP expand the capacity of the any reservoir beyond that needed to service the Cypress Village Development pursuant to Schedule G, the District is responsible for the incremental costs of BPP constructing the incremental capacity which will be determined and fixed upon completion of the detailed design and Class B engineering cost estimates for the any reservoir work.

Note 8: For clarity, this includes decommissioning and demolishing the existing Westmount Reservoir.

Note 9: Costs include hard construction costs and soft costs (e.g. design, project management costs, fees if applicable). Invoices seeking reimbursement for amounts due from one party to the other under this Schedule "H" will include an administrative overhead fee (i.e. admin mark-up charge) of 10% of the amount of the invoice.

SCHEDULE “I”

CV APPLICATIONS REVIEW OFFICE AGREEMENT

THIS AGREEMENT is dated for reference the ____ day of ____ 2024,

BETWEEN:

THE CORPORATION OF THE DISTRICT OF WEST VANCOUVER
750 17th Street, West Vancouver BC V7V 3T3

(the “**District**”)

AND:

BRITISH PACIFIC PROPERTIES LIMITED
Suite 1001, 100 Park Royal, West Vancouver BC V7T 1A2

(“**BPP**”)

WHEREAS:

- A. Capitalized terms in these recitals and this Agreement have the meanings given to them in section 1;
- B. The Cypress Village Development within the CV Lands is proposed to be constructed by BPP and other by developers who acquire portions of the CV Lands from BPP;
- C. In connection with the proposed Cypress Village Development the District and BPP have entered into the Cypress Village PDA, which among other things, obligates BPP to provide certain amenities and infrastructure (the “**PDA Amenities and Infrastructure**”) in conjunction with BPP’s development of the CV Lands and sets out certain community facilities for the District to deliver (e.g. fire station, community centre);
- D. BPP can only viably proceed with the Cypress Village Development, the provisions of PDA Amenities and Infrastructure, the expenditure of necessary off-site infrastructure costs, at the times contemplated in the Cypress Village PDA if, among other things, the District processes various subdivision, development applications, permits and other development approvals and possible zoning amendments in a timely manner and within the timeframes contemplated in the Cypress Village PDA, as applicable;
- E. The District and BPP agree that it would be beneficial to have additional District staff available to process the numerous subdivision, development and servicing applications, permits and other development approvals and possible zoning amendments related to the CV Lands in a timely manner and within the timeframes contemplated in the Cypress Village PDA;
- F. The District and BPP previously entered into the Planning Staff Contribution Agreement, which expires on or about October 31, 2024, pursuant to which BPP agreed to contribute certain funding to the District to be used by the District to hire the Upper Lands Planner so as enable the District to process various subdivision, development applications, permits and other development approvals and possible zoning

amendments in respect of the Cypress Village Development and the Rodgers Creek Development in a timely manner;

- G. Section 8.12 of the Cypress Village PDA provides, *inter alia*, that:
- (i) the District will use reasonable commercial efforts to hire the employees and consultants to comprise a project planning and engineering applications group (the “**CV Applications Review Office**”) that is fully operational no later than six months after final adoption of the Cypress Village Bylaws, to process the Planning and Development Applications; and
 - (ii) until such time as the CV Applications Review Office is fully staffed and operational the CV Applications Review Office will be comprised of the Upper Lands Planner;
- H. Section 4.3 of the District’s Fees and Charges Bylaw, as amended by the Fees and Charges Amendment Bylaw, provides that where there is a written agreement to pay the District’s costs of processing certain types of applications for which the fees under the Fees and Charges Bylaw would apply, such fees will not apply to those applications specified by written agreement; and
- I. In accordance with the Cypress Village PDA, the District now wishes to establish the CV Applications Review Office, BPP wishes to contribute funding to the CV Applications Review Office and the Parties wish to specify the applications to which section 4.3 of the District’s Fees and Charges Bylaw, as amended by the Fees and Charges Amendment Bylaw, will apply, all on the terms and conditions set out in this Agreement.

NOW THEREFORE, the District and BPP, in consideration of the payment of \$1.00 from each Party to the other and other good and valuable consideration (the receipt and sufficiency of which each Party acknowledges), agree as follows:

1. Defined Terms

- 1.1. For the purposes of this Agreement:
- (a) “**Agreement**” means this agreement and all recitals and schedules attached to this agreement, all as may be amended by the Parties from time to time.
 - (b) “**Annual Resource Planning Meeting**” has the meaning given in section 3.3.
 - (c) “**Applications Processing Commencement Date**” means that date that is 180 days after Council has finally adopted the Cypress Village Bylaws.
 - (d) “**Council**” means Council for the District of West Vancouver.
 - (e) “**CV Applications Review Office**” has the meaning given in Recital G.
 - (f) “**CV Lands**” has the meaning given in the Cypress Village PDA.
 - (g) “**Cypress Village Bylaws**” has the meaning given in the Cypress Village PDA.
 - (h) “**Cypress Village Development**” has the meaning given in the Cypress Village PDA.

- (i) **“Cypress Village PDA”** means the phased development agreement entered into by the District and BPP pursuant to section 516 of the *Local Government Act* and dated for reference April 16, 2024.
- (j) **“Development Procedures Bylaw”** means the District’s Development Procedures Bylaw No. 4940, 2017 as amended from time to time.
- (k) **“Development Procedures Amendment Bylaw”** means the District’s Development Procedures Bylaw No. 4940, 2017, Amendment Bylaw No. 5210, 2024.
- (l) **“Fees and Charges Bylaw”** means the District’s Fees and Charges Bylaw No. 5251, 2023, as amended from time to time.
- (m) **“Fees and Charges Amendment Bylaw”** means the District’s Fees and Charges Bylaw No. 5251, 2023, Amendment Bylaw No. 5216, 2024.
- (n) **“Initial Resource Planning Meeting”** has the meaning given in section 3.2.
- (o) **“Letter of Credit”** means the letter of credit delivered by BPP to the District pursuant to the Planning Staff Contribution Agreement, as may be amended, as required, at the Initial Resource Planning Meeting and/or at the Annual Resource Planning Meetings.
- (p) **“Parties”** means the District and BPP and **“Party”** means either one of them.
- (q) **“PDA Amenities and Infrastructure”** has the meaning given in Recital C.
- (r) **“Personnel”** means, collectively, the employees and consultants comprising the CV Applications Review office.
- (s) **“Personnel Costs”** means, collectively, the costs referred to in section 5.1(a).
- (t) **“Planning and Development Applications”** has the meaning given in Appendix “I-A” to this Schedule “I”.
- (u) **“Planning, Land Development, Parks and Engineering Support”** work has the meaning given in Appendix I-A to this Schedule “I”.
- (v) **“Planning Staff Contribution Agreement”** means, collectively, the agreement entered into by the District and BPP, dated for reference 31st day of October 2019, and amended and extended by an Amendment and Extension made as of the 3rd day of October, 2023, for the purposes of, *inter alia*, setting out the terms and conditions pursuant to which BPP would contribute funding to the District for the District to use to hire the Upper Lands Planner.
- (w) **“Rodgers Creek Development”** means a comprehensive planned residential community being developed and constructed by BPP in proximity to the CV Lands and commonly referred to as “Rodgers Creek”.
- (x) **“Upper Lands Planner”** means the employee hired by the District pursuant to the Planning Staff Contribution Agreement to work as a planner in the District’s Planning Department to process various rezoning, subdivision, development applications, permits and other development approvals in respect of the CV Lands and the Rodgers Creek Development.

2. Objectives of the CV Applications Review Office

- 2.1. The objectives of the CV Application Review Office include:
- (a) increasing the efficiency, effectiveness and timeliness of the applications review process for Planning and Development Applications related to the CV Lands and the Cypress Village Development;
 - (b) providing continuity of Personnel so that the CV Applications Review Office is always completely familiar with the policies, development permit requirements and guidelines, and servicing concepts and requirements applicable to the Cypress Village Development; and
 - (c) ensuring that sufficient resources are available, at no cost to the District, to deal with the large number of approvals required to implement the Cypress Village Development within the timeframes contemplated by the Cypress Village PDA.

3. Establishment of CV Applications Review Office

- 3.1. As of the date of this Agreement, the CV Applications Review Office is comprised of the Upper Lands Planner and, if applicable, such other consultants, administrative staff, engineering professionals, technicians or planners retained by the District for the CV Applications Review Office as of the commencement of this Agreement.
- 3.2. Within 30 days of final adoption of the Cypress Village Bylaws, a District representative, the Upper Lands Planner and a representative of BPP will meet to discuss staffing and resource requirements for the CV Applications Review Office in light of BPP's anticipated development schedule for the first three years of the Cypress Village Development and any associated reasonable adjustments to the Letter of Credit (the "**Initial Resource Planning Meeting**").
- 3.3. After the initial Resource Planning Meeting, a District representative, a BPP representative and the Upper Lands Planner will meet not less than once per year (the "**Annual Resource Planning Meeting**"), at a time and date mutually agreed to by the Parties, for the purposes of:
- (a) reviewing the resource requirements of the CV Applications Review Office in light of BPP's development schedule and estimated timelines for the submission of Planning and Development Applications for the following year;
 - (b) reviewing the estimated anticipated Personnel Costs for the following year and any associated reasonable adjustments to the Letter of Credit;
 - (c) subject to section 6.1, reviewing the performance and service levels of the CV Applications Review Office in light of the objectives set out in section 2.1; and
 - (d) reviewing any other matters arising under this Agreement.
- 3.4. The Parties acknowledge and agree that as the Cypress Village Development proceeds, the number of Planning and Development Applications to be reviewed by the CV Applications Review Office, the required expertise to review such Planning and Development Applications, and the extent of other Planning, Land Development, and Engineering Support work carried out by the CV Applications Review Office may

vary and as such, the District may engage a combination of full-time or part-time employees or consultants to undertake the necessary work, provided that the District takes into consideration the outcomes of any Annual Resource Planning Meeting and the CV Applications Review Office is, at all times: (i) managed by a full-time District employee; and (ii) capable of meeting the objectives set out in section 2.1.

- 3.5. The District will include termination clauses in all agreements with independent consultants retained in connection with the CV Applications Review Office, such that those consultant agreements will terminate in the event this Agreement expires or is terminated in accordance with section 0.
- 3.6. The District will use reasonable efforts to ensure personnel at the CV Applications Review Office have the necessary autonomy to process applications in a timely manner, so as to meet the objectives set out in section 2.1.

4. Scope of Work for the CV Applications Review Office

- 4.1. The CV Applications Review Office will:
 - (a) carry out all of the work normally assigned to District planning, engineering and parks staff in the review and processing of the applications listed in Appendix “I-A” under the heading Planning and Development Applications, for the CV Lands;
 - (b) in relation to the use and development of the CV Lands, respond to referrals or other inquiries from other District departments or staff members, collaborate with other District departments, provide support to those other departments and staff members, and as examples but without limitation this includes the work listed in Appendix “I-A” under the heading “Planning, Land Development, Parks and Engineering Support”;
 - (c) participate, as necessary, in the Initial Resource Planning Meeting and the Annual Resource Planning Meetings; and
 - (d) process applications and reviews related to the Rodgers Creek Development, subject to the payment by BPP of the applicable fees payable pursuant to the Fees and Charges Bylaw.
- 4.2. By prior mutual written agreement, including agreement about the allocation of costs as between the District and BPP, the CV Applications Review Office may do work unrelated to the use and development of the CV Lands and Rodgers Creek Development, provided always that such work does not reduce the capacity of the CV Applications Review Office to process BPP’s Applications as contemplated by this Agreement, including without limitation section 2.1 hereof.

5. Scope and Payment of Costs

- 5.1. BPP will reimburse the District for 100% of the following costs of the CV Applications Review Office:
 - (a) subject to section 4.2 and this section 5.1:
 - (i) the gross wages, plus applicable benefits, payroll taxes, other reasonable costs typically associated with a position at the District (e.g. annual professional organization membership fees, professional organization certification fees, work-related mileage and/or car allowances, reasonable education costs associated with maintaining professional designations, all of which are commensurate with District policies for personnel in

equivalent positions), and reasonable severance payments, if applicable (except as set out in section 9.3 below) for all employees; and

(ii) the consulting fees and other reasonable costs typically associated with a consulting services agreement with the District and reasonable contract termination payments, if applicable (except as set out in section 9.3 below) for all consultants;

(b) legal fees payable by the District to its solicitors, other than District staff solicitors, for any aspect of the Cypress Village Development; and

(c) the cost of any referral, if the CV Applications Review Office needs to refer any aspect of the scope of work outlined in Appendix "I-A" to the Planning, Land Development, Engineering or Parks Department (i.e., an hourly charge-back for work completed by District staff not in the CV Applications Review Office based on the Personnel's annual salary divided by 1,820 hours per year).

5.2. The Parties acknowledge and agree that:

(a) invoices from the District to BPP for costs pursuant to this Agreement will include a 10% administration fee; and

(b) the wages payable to Personnel who are employees of the District will be in accordance with the District's salary band, including annual salary adjustments.

5.3. BPP's obligations under section 5.1 shall be and remain obligations of BPP alone, regardless of whether or not BPP is or remains a registered or beneficial owner of any of the CV Lands, but shall be at an end upon the expiration of this Agreement, the termination or expiration of all of the employment agreements and/or consulting agreements with the Personnel, as applicable, or the early termination of this Agreement pursuant to section 9 below.

5.4. The District will pay the Personnel Costs directly to the Personnel pursuant to the applicable employment or consulting agreements, as the case may be. The District will invoice BPP monthly for the total amount of the Personnel Costs incurred by the District and the District's costs under sections 5.1(b) and 5.1(c) for the previous month, plus the administration fee pursuant to section 5.2(a). BPP will pay each invoice within 30 days of receipt of same from the District. The District will, within 5 days of receipt of payment, provide BPP with confirmation of payment. The District hereby accepts BPP's reimbursement of the District's Personnel Costs under this section 5.4 as full compensation for the District establishing and maintaining the CV Applications Review Office for the term of this Agreement.

5.5. The District will maintain time records and books of accounts, invoices, receipts and vouchers of all Personnel Costs incurred in respect of the CV Applications Review Office, as well as legal costs pursuant to section 5.1(b) and referral costs pursuant to 5.1(c), and shall make copies of such records available to BPP for review, upon BPP's reasonable request.

5.6. Subject to section 5.3, the Parties' respective obligations under this section 5 will survive the expiration or earlier termination of this Agreement.

6. Management of the CV Applications Review Office

- 6.1. BPP acknowledges and agrees that the District is establishing the CV Applications Review Office and engaging the Personnel to aid its Planning and Engineering Departments in the processing of the Planning and Development Applications and that, notwithstanding the Initial Resource Planning Meeting, Annual Resource Planning Meetings or BPP's reimbursement of Personnel Costs, BPP shall have no authority or control over the CV Applications Review Office or the Personnel. For clarity, the District shall, in its sole discretion and without any involvement or influence of BPP whatsoever:
- (a) select and hire the Personnel who are employees of the District and select and engage any Personnel that are consultants to the District;
 - (b) subject to sections 3.2 and 3.3, direct the work of the CV Applications Review Office; and
 - (c) administer its employment agreements and/or consulting agreements, as applicable, with the Personnel, including by terminating such agreements.

7. Replacement Personnel

- 7.1. If the District's employment agreements or consulting agreements with any of the Personnel expire or terminate prior to the expiration of this Agreement (excluding termination pursuant to section 9.3) the District will:
- (a) within 14 days of expiration or the provision of a notice of termination under such employment and/or consulting agreements, provide BPP with written notice of such expiration or termination; and
 - (b) consult with BPP regarding whether replacement employees and/or consultants are required and if the Parties, acting reasonably, agree that replacement employees and/or consultants are required, use reasonable commercial efforts to retain replacement employees and/or consultants as required to carry out the obligations of the CV Applications Review Office for the term of this Agreement.

8. District Use and Return of Letter of Credit

- 8.1. The Parties acknowledge and agree that:
- (a) in connection with the Planning Staff Contribution Agreement BPP has delivered to the District the Letter of Credit;
 - (b) if BPP has not paid any invoice delivered by the District pursuant to section 5.4 within the timeframe set out in section 5.4, then the District may, by written notice to BPP, require that such default be corrected. If within 5 days after receipt of such notice, such default is not corrected, then the District may and is hereby irrevocably authorized to draw on the Letter of Credit for the purposes of reimbursing the District for the amount of such unpaid invoice; and
 - (c) if BPP allows the balance of the Letter of Credit to be reduced in the manner contemplated in subsection (b) above below 125% of the amount the District reasonably considers will be required to discharge the District's obligations to pay Personnel Costs for the following year, then the District will provide written notice to BPP and BPP will within 5 days of its receipt of such notice, replenish the Letter of Credit to an amount that is not less than 125% of the estimated Personnel

Costs for the following year, failing which the District may issue to BPP a thirty day written notice of termination of this Agreement.

- 8.2. Subject to section 8.1, the District will, upon the expiration or earlier termination of this Agreement, return to BPP the then unused balance of the Letter of Credit, less any costs invoiced to BPP and unpaid as of the date of the expiration or earlier termination of this Agreement.

9. Term and Termination

- 9.1. This Agreement shall commence on the reference date first written on page 1 hereof and will expire upon the expiration or earlier termination of the Cypress Village PDA.
- 9.2. The District may terminate this Agreement only in accordance with section 8.1(c) above.
- 9.3. BPP may terminate this Agreement either:
- (a) upon 30 days prior written notice to the District, in the event of a breach by the District of section 4.2, if such breach is not cured within 5 days of the District's receipt of written notice of such breach from BPP, or in the event that Council amends, repeals or re-enacts the Fees and Charges Bylaw or the Fees and Charges Amendment Bylaw such that the Planning and Development Applications are no longer exempt from the payment of fees under the Fees and Charges Bylaw; or
 - (b) upon 365 days' prior written notice of termination to the District, for any reason whatsoever.
- 9.4. If this Agreement is terminated by BPP pursuant to 9.3(a), BPP will continue to reimburse the District for the Personnel Costs and other costs pursuant to sections 5.1(b), 5.1(c), and 5.2(a), in accordance with section 5.4 until the expiration of the notice period set out in section 9.3(a).
- 9.5. If this Agreement is terminated by BPP pursuant to section 9.3(b), BPP will pay the lesser of:
- (a) the Personnel Costs and other costs pursuant to sections 5.1(b), 5.1(c), and 5.2(a) owing to the District during the notice period set out in section 9.3(b); and
 - (b) any severance amount paid to the Personnel by the District as a result of BPP terminating this Agreement pursuant to section 9.3(b).
- 9.6. Upon BPP making the applicable payments referred to in section 9.5, BPP will have no further obligations under this Agreement and the District will forthwith return to BPP the Letter of Credit or any remaining portion thereof as contemplated in section 8.2. For clarity, if the District elects to terminate the employment of the Personnel for any reason other than BPP exercising its rights under section 9.3 or as a result of a breach by BPP of section 5.4 which is not cured within 5 days of BPP receiving written notice of such breach from the District, BPP will have no obligation to pay to the District any severance payments or other amounts whatsoever, except as expressly set out in section 9.5.

10. District Fees and Charges Amendment Bylaw

- 10.1. For the purpose of the District's Fees and Charges Amendment Bylaw, this Agreement is an agreement under which BPP is bound to pay all of the District's costs of processing the applications listed under the heading Planning and Development Applications in Appendix "I-A", for the CV Lands.

11. Notice

11.1. Any demand or notice which may or is required to be given pursuant to this Agreement will be in writing and delivered, emailed or sent by postage prepaid mail and addressed to the Parties as follows:

(a) to BPP:

British Pacific Properties Limited
1001 – 100 Park Royal
West Vancouver, B.C., V7T 1A2
Attention: Geoffrey Croll, President
Email: groll@britishproperties.com

and

Attention: Bryce Tupper, Vice President
Email: btupper@britishproperties.com

(b) to the District:

District of West Vancouver
750 – 17th Street
West Vancouver, B.C., V7V 3T3
Attention: Director, Planning and Development Services
Email: planning@westvancouver.ca; jbailey@westvancouver.ca

or at such other address as either Party may specify in writing to the other. The time of giving and receiving any such notice will be deemed to be on the day of delivery or transmittal if delivered or sent by email, or on the third Business Day after the day of mailing thereof if sent by mail. In the event of any disruption of mail services, all notices will be delivered or sent by email rather than mailed.

12. Miscellaneous

12.1. **Assignment.** Neither Party may assign this Agreement, in whole or in relation to any parcel into which the CV Lands may be subdivided without the express, written consent of the other Party, which consent may be withheld at the other Party's sole discretion.

12.2. **Representations and Warranties.** Each of the Parties represents and warrants to the other that:

- (a) each of the Parties has the corporate capacity and authority to enter into and perform this Agreement;
- (b) all necessary corporate actions and proceedings have been taken by each of the Parties to authorize its entry into and performance of this Agreement;
- (c) upon its execution and delivery on behalf of each of the Parties, this Agreement constitutes a valid and binding obligation on each of the Parties; and

- (d) neither the execution and delivery, nor the performance of this Agreement will breach any other agreement or obligation or cause either of the Parties to be in default of any other agreement or obligation with or to each other.
- 12.3. **Amendment.** No alteration change or modification of the terms of this Agreement will be valid unless made in writing and signed by both Parties hereto.
- 12.4. **Waiver.** No waiver of a breach of this Agreement shall be effective unless it is an express waiver in writing of the breach and no waiver of a breach of this Agreement shall operate as a waiver of a subsequent breach.
- 12.5. **Further Assurances.** Each of the Parties will at all times and from time to time and upon reasonable request, do, execute and deliver all further assurances, acts and documents for the purpose of evidencing and giving full force and effect to the covenants, agreements and provisions in this Agreement.
- 12.6. **Governing law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.
- 12.7. **Binding effect.** This Agreement will be binding upon and will enure to the benefit of the District and BPP and the District's and BPP's respective heirs, personal representatives, successors, and permitted assigns.
- 12.8. **Time of Essence.** Time is of the essence in this Agreement.
- 12.9. **Entire Agreement.** The whole agreement between the Parties with respect to the subject matter herein is set forth in this Agreement and no representations, warranties or conditions, express or implied, have been made other than those expressed. For certainty, the Parties acknowledge and agree that upon the first reference date written on page 1 hereof the Planning Staff Contribution Agreement is of no further force and effect, except to the extent of any obligation or liability arising in connection with any act or omission of either Party, or those for whom they are responsible at law under the Planning Staff Contribution Agreement prior to the termination of the Planning Staff Contribution Agreement.
- 12.10. **Severability.** Each article of this Agreement shall be severable. If any provision of this Agreement is held to be illegal or invalid by a Court of competent jurisdiction, the provision may be severed and the illegality or invalidity shall not affect the validity of the remainder of this Agreement.
- 12.11. **Relationship of the Parties.** No provision in this Agreement shall be construed to create a partnership or joint venture relationship, an employer-employee relationship, a landlord-tenant relationship, or a principal-agent relationship.
- 12.12. **Independent Legal Advice.** The Parties acknowledge and agree that they have each obtained or have had the opportunity to obtain independent legal advice with respect to this Agreement and the transactions contemplated herein.
- 12.13. **Appendix.** The following Appendix are attached hereto and form part of this Agreement:
- Appendix "I-A" – Scope of Work
- 12.14. **Counterparts.** This Agreement may be executed in counterparts and all executed counterparts taken together shall constitute one document.

IN WITNESS WHEREOF the Parties have executed this Agreement on the dates set out below.

DISTRICT OF WEST VANCOUVER

by its authorized signatories:

Name:
Title:

Name:
Title:
Date: _____

BRITISH PACIFIC PROPERTIES LIMITED

by its authorized signatory(ies):

Name:

Name:

Date: _____

**SCHEDULE I – Appendix “I-A”
SCOPE OF WORK**

1. **Planning and Development Applications.** The Parties agree that for the purposes of the District’s Fees and Charges Amendment Bylaw and section 10.1 of the Agreement to which this Appendix “I-A” is attached, the following Planning and Development Applications for the CV Lands are those for which BPP is bound by written agreement to pay all of the District’s costs of processing applications, such that no fees (including without limitation additional fees for consultants review, fees for revised submissions after the second submission, archive fees or fees for extraordinary work or extraordinary public meetings) under the Fees and Charges Bylaw in respect of such applications will apply:
 - (a) land development (tree cutting permits; environmental protection, works and services review; onsite storm water management plan (SWMP); latecomer charges);
 - (b) lands development;
 - (c) development permits;
 - (d) development variance permits;
 - (e) temporary use permits;
 - (f) zoning amendment;
 - (g) street naming;
 - (h) subdivisions, including final plan examination;
 - (i) boulevard design plan review;
 - (j) traffic management plan review; and
 - (k) general documents.

2. **Planning, Land Development, Parks and Engineering Support.** The Parties agree that in addition to processing the types of applications listed in point 1 above, the following are examples without limitation of the scope of work that the Personnel are intended to undertake to support District departments:
 - (a) the detailed engineering servicing design reviews and preparation of Construction Works Contracts for off-site and other works related to the CV Lands not requiring a subdivision or coordination with Engineering staff;
 - (b) the detailed engineering servicing design review, administration and implementation of terms and conditions of Subdivision Servicing Agreements related to subdivisions of the CV Lands;
 - (c) reviewing the Hydrotechnical Master Plan (HMP) to confirm performance criteria for the Subdivision Rainwater Management Plan (SRMP) and coordinating with Engineering staff as required;

- (d) reviewing documentation in support of land development or building permit applications (but excluding building permit applications themselves), including Subdivision Rainwater Management Plans (SRMP) and Building Permit Rainwater Management Plans (BPRMP);
- (e) administering and implementing terms in legal agreements related to the Cypress Village Development;
- (f) supporting processes related to the Ministry of Transportation and Infrastructure, including permitting processes and/or land-related processes;
- (g) supporting processes related to the involvement of other agencies for the Cypress Village Development (e.g. TransLink, DFO, FLNRO, BC Hydro, other utility companies);
- (h) reviewing recreation plans and coordinating with Parks, Culture, and Community Services staff (e.g. hiking trails plans, mountain biking plans);
- (i) supporting the planning and implementation of new community facilities that the District is to deliver for the Cypress Village Development (e.g. fire station, community centre);
- (j) reviewing substantial completion certificates from Qualified Professionals and releasing or reducing of Letters of Credit;
- (k) processing monthly invoices from BPP for construction of shared infrastructure (e.g. Westmount Pump Station) with coordination of Finance staff; and
- (l) processing and issuing certificates of Final Acceptance for CV Land infrastructure with coordination of Engineering Staff.

SCHEDULE “J” SUSTAINABILITY AND ADAPTABLE HOUSING STANDARDS

BPP has committed to a strategy that reduces GHGs and delivers adaptable housing. The strategy includes the following:

Green House Gas Reduction

- Use on-site carbon free (e.g. electric) thermal energy and domestic hot water systems in all Part 3 residential-only strata title buildings until the British Columbia Building Code requires step 5.
- District of West Vancouver Sustainable Buildings Policy Number 0014 will not apply.

Adaptable Housing

20 percent of all units in Part 3 Apartment Buildings shall comply with the following Adaptable Design Guidelines:

A. Drawings:

Architectural drawings must include the following:

- Project Summary Sheet with list of adaptable design elements indicated in these Design Guidelines
- Notations on drawings to label each adaptable unit
- Unit plans prepared at scale per District requirement

B. Design Elements:

1. Building Access:

- a) Outside stairs – maximum degree of colour contrast on nosing of each stair
- b) Curb cuts have tactile and visual cues
- c) Unobstructed access to main building entrances from street/sidewalks (excluding Townhouses)
- d) Unobstructed internal access:
- e) From parking levels containing accessible parking (5' or 1520mm corridors; 2' or 610mm clear wall space adjacent to door latch)
- f) Garbage and recycling receptacles and storage lockers
- g) No stairs within building circulation including corridors on residential levels
- h) Accessible storage lockers for each accessible unit
- i) Canopy over main building entrances (3' or 915mm) and enterphone
- j) Provide automatic door opener for at least one building entry door at ground level as well as doors leading into the building on each underground parkade level where disability parking is provided
- k) 3' or 915mm building and suite entry doors
- l) Flush thresholds throughout the building (maximum 1/2" or 13mm height) - see item 6 b) for patios and balconies
- m) Accessible building enterphone, call buttons and, where provided, suite door bells

2. Common Areas:

- a) Accessible mailboxes for all AD Level 2 units, and 5' or 1520mm turning radius in front

3. Circulation:

- a) Corridors minimum 4' or 1220mm wide (except for service access areas)
- b) Provide 5' or 1520mm turning radius inside and outside the entry corridor of each dwelling unit

4. Suite Circulation:
 - a) Provide wiring for an automatic door opener for the suite entry door
5. Doors:
 - a) Minimum one bathroom, minimum one bedroom and storage room doors 2'-10" or 860mm clear opening
6. Patios and Balconies:
 - a) Minimum one door 2' - 10" or 860mm clear door opening
 - b) Minimum one patio or balcony doorsill with maximum 1/2" or 13mm vertical step at threshold
7. Windows:
 - a) Opening mechanism maximum 46" or 1168mm above floor (provide notation on window schedule)
 - b) Provide minimum 6'-0" or 1800mm horizontal windows in living room, dining room and minimum one bedroom where sills are not more than 2'- 6" or 750mm above the floor
8. Kitchen:
 - a) Continuous counter between sink and stove, except where sink is in a kitchen island.
9. Min. One Bathroom:
 - a) Toilet located adjacent to wall (min 3' or 915mm length)
 - b) Provide turning radius within bathroom (may result from removal of vanity cabinet)
 - c) 3' or 915mm clearance along full length of tub
 - d) Tub control valve placed at outer edge of tub, with tub spout remaining in central position
 - e) Accessible storage
10. Parking:

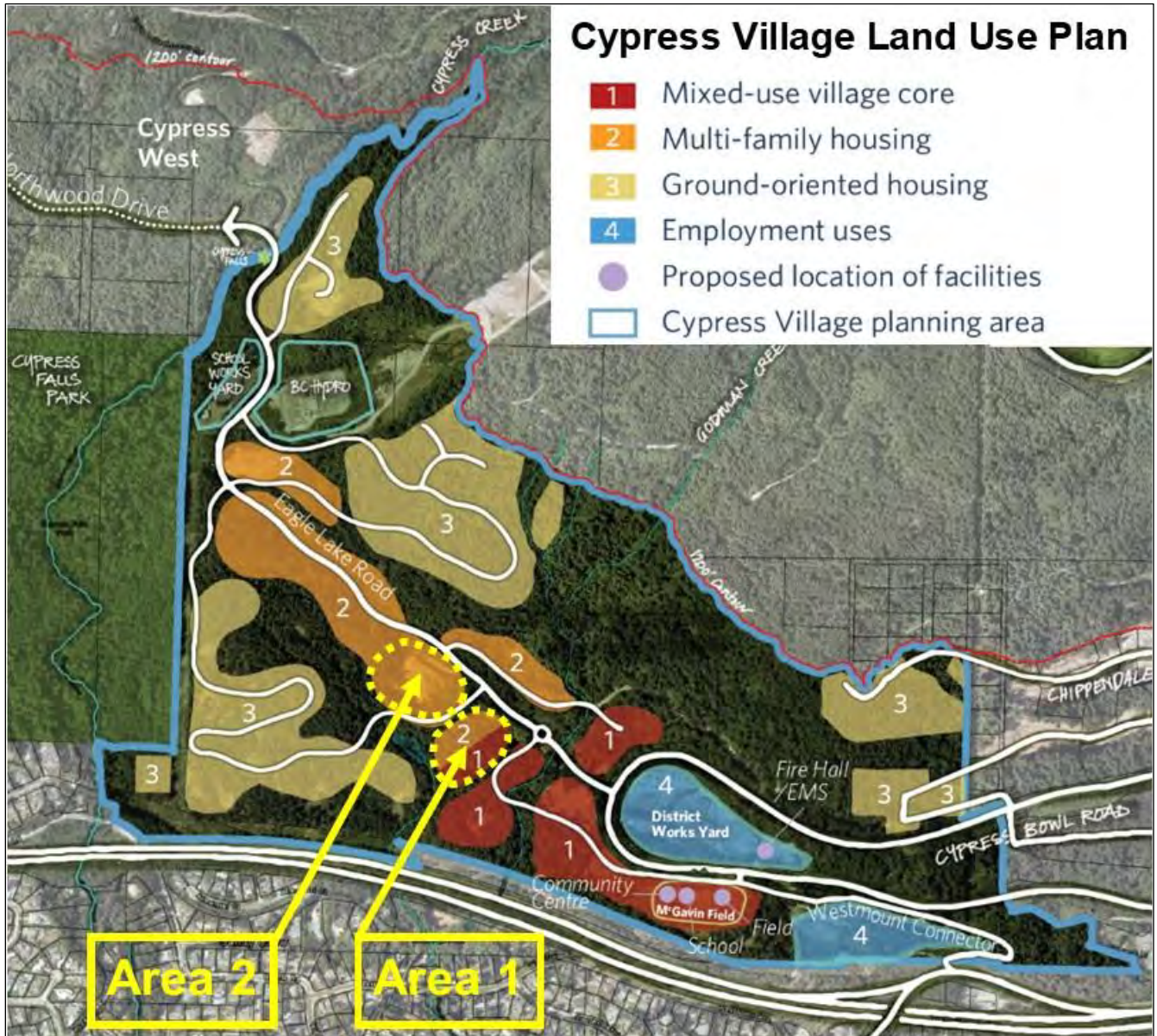
Total Required Parking Spaces	Required number of Disability Parking Spaces to be provided for Adaptable Design Dwelling Units
1 – 25	1
26- 50	2
51 – 100	3
101 – 150	4
151 – 200	5
201 - 250	6
251 – 300	7
301 - 350	8
351 – 400	9
401 - 450	10

C. Fixtures and Finishes:

1. Basic:
 - a) Easy to read building address numbers (min. 4" or 100mm high in contrasting colours)
 - b) Lighting levels to a minimum of 100 lux outside and inside main building entries and suite entries
 - c) No polished finish on building entry flooring
 - d) Except for pocket doors, sliding doors, or doors equipped with openers, lever door handles are required on all doors (provide notation on door schedule)
 - e) Signage throughout common areas has well contrasted colours

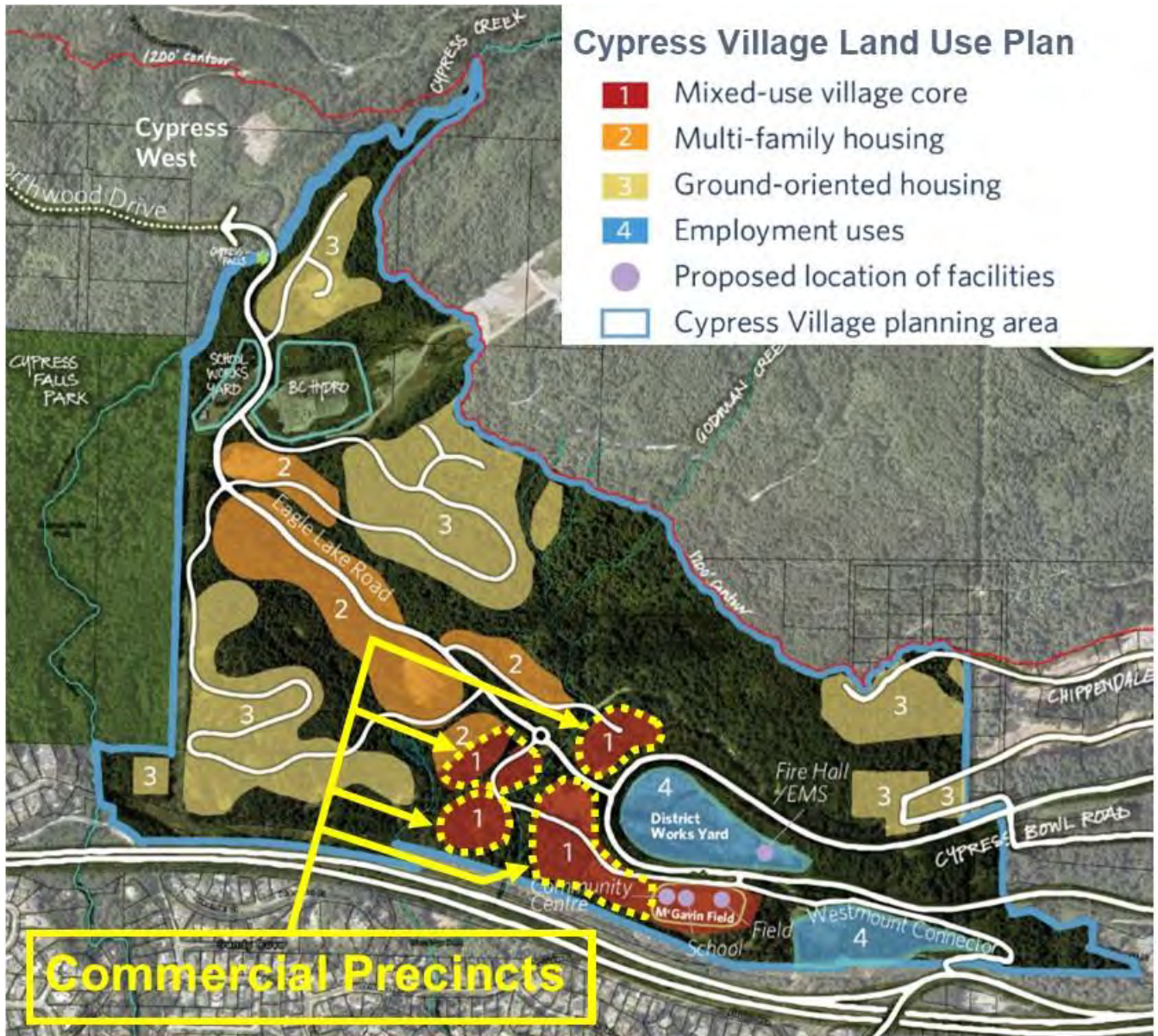
- f) Elevators have well contrasted control buttons
2. Circulation:
 - a) Slip resistant flooring
 3. Building Meeting & Amenity Rooms:
 - a) Provide finishes and materials to absorb sound and decrease echoes
 4. Unit Entries:
 - a) Door handle at 40" or 1000mm above the floor, with deadbolts placed immediately above or below except where fixture incorporates the deadbolt
 5. Unit Flooring:
 - a) Non-slip flooring in kitchen and minimum one bathroom
 - b) High density, low level loop carpet and underlay maximum 1/2" or 13mm height
 6. Patios and Balconies:
 - a) Outdoor light fixture provided
 - b) Electrical outlet provided
 7. Electrical:
 - a) Switches, controls, thermostats and the highest breaker in the suite panel, to be installed no higher than 46" or 1170mm above finished floor
 - b) Electrical outlets, cable outlets, telephone jacks not lower than 18" or 450mm above floor
 - c) Within suites a duplex outlet is required within 8" or 200mm of a telephone jack
 - d) Wiring for visual alarm system in living room and minimum one bedroom, connected to fire alarm system
 - e) Switches with good accessibility and tactile qualities
 8. Windows:
 - a) Easily grasped and operated mechanism for opening and locking windows
 9. Kitchen:
 - a) Task lighting at sink, stove and work areas in addition to general overhead lighting
 - b) Adjustable shelves in all cabinets
 10. Min. One Bathroom:
 - a) Solid blocking provided in walls of tub / shower and toilet areas, and behind towel bars
 - b) Pressure balanced tub / shower valves
 - c) Provision in water supply and drain to allow for a 4" (100mm) drop in vanity height (offset plumbing)
 - d) Provision for vanity sink removal
 - e) Adjustable height shower head or hand-held shower head on adjustable bracket
 11. Bedrooms:
 - a) Three-way switched light at bed area and doorway
 - b) Provide light fixture in or adjacent to closet
 - c) Telephone jack
 12. In Suite Storage (if applicable):
 - a) Provide light and electrical outlet

**SCHEDULE "K"
NON-MARKET RENTAL HOUSING SITES**



SCHEDULE "L"

COMMERCIAL PRECINCTS WITHIN THE MIXED-USE VILLAGE CORE



SCHEDULE “M”

SUBDIVISION SERVICING AGREEMENT

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

BETWEEN:

THE CORPORATION OF THE DISTRICT OF WEST VANCOUVER, 750 - 17th
Street, West Vancouver, British Columbia, V7V 3T3

(the “**District**”)

AND:

BRITISH PACIFIC PROPERTIES LIMITED, Suite 1001, Kapilano 100, 100 Park
Royal, West Vancouver, British Columbia, V7T 1A2

(the “**Developer**”)

WHEREAS:

- A. The Developer is the registered owner of those lands in the District of West Vancouver legally described in Appendix “M-A” hereto (the “**Lands**”);
- B. The Developer has applied to subdivide the Lands and is required to provide works and services in connection with that subdivision, and has requested approval of the subdivision before the construction and installation of the required works and services.

NOW THEREFORE in consideration of the mutual promises contained in this Agreement and in consideration of the District allowing the construction and installation of the works and services after the approval of the subdivision of the Lands, the Developer covenants and agrees with the District as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions. In this Agreement the following terms have the following meanings:

- (a) “**Acceptance of Substantial Completion**” means the notice or certificate issued by the District upon the District’s acceptance of the Certificate of Substantial Completion pursuant to section 4.5;
- (b) “**Acceptance of Total Completion**” means the notice or certificate issued by the District at the conclusion of the Warranty Period pursuant to section 5.3a;
- (c) “**Additional Deficiencies**” has the meaning given to it in section 4.3(c) herein;
- (d) “**Approving Officer**” means the Approving Officer for the District appointed pursuant to the *Land Title Act*;

- (e) **“Approved Landscaping Drawings”** means the Landscaping Drawings accepted by the Director as meeting the requirements of the Subdivision Requirements in respect of the Landscaping Works;
- (f) **“Approved Servicing Drawings”** means the Servicing Drawings accepted by the Engineer as meeting the requirements of the Subdivision Requirements in respect of the Servicing Works, Landscaping Works and Off-Site Works;
- (g) **“Certificate of Substantial Completion”** means the certificate issued by the Professional Engineer or Landscape Architect, as applicable, upon the satisfactory completion of a Component of the Works pursuant to section 4.2;
- (h) **“Component”** means a component of the Works, being either the Servicing Works, Landscaping Works or Off-Site Works;
- (i) **“Council”** means the council for the District;
- (j) **“Cypress Village Area”** means the area as defined on Map 9 in the District’s Official Community Plan;
- (k) **“Cypress Village Development”** means the development of a residential and mixed-use neighbourhood with employment areas, amenities and transportation infrastructure in the Cypress Village Area;
- (l) **“Cypress Village PDA”** means the phased development agreement entered into by the District and British Pacific Properties Limited pursuant to section 516 of the *Local Government Act* and dated for reference April 16, 2024;
- (m) **“Deficiency Deposit”** has the meaning given to it in section 4.5(a);
- (n) **“Deficiencies”** means, collectively, the Listed Deficiencies and the Additional Deficiencies;
- (o) **“Deposit”** means one or more of the Works Deposit, Deficiency Deposit and Warranty Deposit, as the context requires;
- (p) **“Development Permit”** means Development Permit No. [insert # if applicable] issued by the District;
- (q) **“Director”** means the District’s Director of Planning and Development Services;
- (r) **“Engineer”** means the District’s Director of Engineering and Transportation;
- (s) **“Estimated Costs”** means the estimated cost provided by the Developer to the District of constructing the Works, or a Component thereof, as of the date of this Agreement, and which are the costs set out in Appendix _;
- (t) **“Environmental Consultant”** has the meaning given to it in section 2.2(e) herein;
- (u) **“Environmental Management Plan”** means the requirements and specifications prepared by the Developer’s Environmental Consultant referenced in Appendix “M-E”, as may be amended from

time to time pursuant to section 2.2(c), detailing the measures the Developer is required to implement to control sediment and erosion and to protect creeks and wetlands including riparian areas associated therewith that might be impacted by the Developer’s construction and installation of the Works and other development of the Lands;

- (v) “**Landscape Architect**” means a person who is retained by the Developer for a purpose referred to in this Agreement and who is qualified, registered to practice, and in good standing with the British Columbia Society of Landscape Architects for the purpose of landscape architecture;
- (w) “**Landscaping Drawings**” means the specifications and drawings, prepared by the Landscape Architect, showing landscaping requirements in respect of the Landscaping Works, as referenced in Appendix “M-D” as may be amended from time to time pursuant to sections 2.2(b) and (c) herein;
- (x) “**Listed Deficiencies**” has the meaning given to it in section 4.2(b) herein;
- (y) “**Landscaping Works**” means those works and services described as being “Landscaping Works” in the appendix attached hereto as Appendix “M-D”, as may be amended from time to time pursuant to sections 2.2(b) and (c) herein;
- (z) “**Municipal Manager**” means the District’s Municipal Manager or Chief Administrative Officer;
- (aa) “**Off Site Works**” means those works and services described as being “Off Site Works” in the appendix attached hereto as Appendix “M-C”, as may be amended from time to time pursuant to sections 2.2(b) and (c) herein;
- (bb) “**Professional Engineer**” means a person who is retained by the Developer for a purpose referred to in this Agreement and who is qualified, registered to practice, and in good standing with the Association of Professional Engineers and Geoscientists of British Columbia for the purpose of professional engineering;
- (cc) “**Servicing & Off Site Drawings**” means the specifications and drawings, prepared by the Professional Engineer, showing required works and services in respect of those Components of the Works comprising the Servicing Works and the Off Site Works, in accordance with the Subdivision Requirements for such Components, all as referenced in Appendix “M-C” and as may be amended from time to time pursuant to sections 2.2(b) and (c) herein;
- (dd) “**Servicing Works**” means those works and services described as being “Servicing Works” in the schedule attached hereto as Appendix “M-C”, as may be amended from time to time pursuant to sections 2.2(b) and (c) herein;
- (ee) “**Subdivision**” means the subdivision of the Lands in accordance with the plan of subdivision attached as Appendix “M-B” hereto;
- (ff) “**Subdivision Control Bylaw**” means the District’s Subdivision Control Bylaw No. 1504, 1955, as amended, replaced, or re-enacted from time to time;
- (gg) “**Subdivision Control Amendment Bylaw**” means the District of West Vancouver Subdivision Control Bylaw No. 1504, 1955, Amendment Bylaw No. 5212, 2024;

- (hh) “**Subdivision Requirements**” means the requirements imposed by the Approving Officer (by means of his or her authority under the *Land Title Act*), the Council (by means of any applicable Development Permit not delegated to the Director) and the District (by means of the Cypress Village PDA) and all other applicable requirements imposed under the applicable bylaws of the District (as the same may be amended from time to time) that stipulate, affect, control or regulate the construction and installation of subdivision works and services; and
- (ii) “**Substantial Completion**” means, with respect to each Component of the Works, completion of such Component being ready for the intended use to the satisfaction of the Professional Engineer or the Landscape Architect, as the case may be, when so certified by him/her by the issuance of a Certificate of Substantial Completion with respect to such Component;
- (jj) “**Warranty Period**” has the meaning given to it in section 5.1(a) herein;
- (kk) “**Warranty Deposit**” has the meaning given to it in section 4.5(b) herein;
- (ll) “**Works**” means, collectively, all those works and services to be performed by the Developer in accordance with the Subdivision Requirements for each component comprising:
 - a. the Servicing Works;
 - b. the Landscaping Works; and
 - c. the Off Site Works,

all to the reasonable satisfaction of the Engineer and/or Director, as applicable, including, without limitation, the Environmental Management Plan, and all testing, examinations, inspections, and certifications required by the Engineer and/or Director, as applicable, in connection with such works and services; and
- (mm) “**Works Deposit**” has the meaning given to it in section 3.1 herein.

1.2 Where officers or department heads of the District are referred to in this Agreement it shall mean the individual appointed by Council or the Municipal Manager to fulfil such role or such other person as from time to time may be duly authorized to act in that person’s stead.

1.3 Appendices. The following appendices are annexed to and form part of this Agreement:

- Appendix “M-A” – The Lands
- Appendix “M-B” – Plan of Subdivision
- Appendix “M-C” – The Servicing Drawings
- Appendix “M-D” – The Landscaping Drawings
- Appendix “M-E” – Environmental Management Plan

ARTICLE 2
COVENANTS OF THE DEVELOPER

2.1 The Developer covenants and agrees:

- (a) to install, construct and complete the Works;
- (b) not to commence the construction or installation of the Works without first advising the Director and Engineer in writing at least five (5) days before commencement; and
- (c) after notifying the District and before commencing construction and installation of the Works to deliver a letter to all owners and occupiers of properties that are immediately adjacent to the Lands advising of the date that construction and installation of the Works will commence, describing in general terms the nature of the Works and providing the name, and telephone number of the Developer's contact.

2.2 In carrying out the Works the Developer covenants and agrees:

- (a) to construct, install and complete the Landscaping Works in accordance with the Approved Landscaping Drawings and to construct and install the Servicing Works and Off Site Works in accordance with the Approved Servicing Drawings;
- (b) to obtain prior written approval of the Engineer for any changes to the Approved Servicing Drawings and to obtain prior written approval of the Director for any changes to the Approved Landscaping Drawings;
- (c) to comply with any changes to the Servicing Drawings reasonably required by the Engineer as necessary to satisfy the Engineer that the Works (other than the Landscaping Works) will function and operate in a manner satisfactory to the Engineer, acting reasonably, and to comply with any changes to the Landscaping Drawings reasonably required by the Director as necessary to satisfy the Director that the Landscaping Works will function and operate in a manner satisfactory to the Director, acting reasonably, and to comply with any changes to the Environmental Management Plan required by the Director as necessary to satisfy the Director that the works required by the Environmental Management Plan will function and operate in a manner satisfactory to the Director, acting reasonably;
- (d) to maintain the works required by the Environmental Management Plan in good working order and in a condition that ensures, to the satisfaction of the Director, effective sediment and erosion control and creek protection, said maintenance obligation shall continue until the earlier of:
 - (i) Acceptance of Total Completion; or
 - (ii) notification in writing from the Director;
- (e) to retain an environmental and erosion control specialist (the "**Environmental Consultant**") who will have the authority to:
 - (iii) order suspension of all work on the Lands and all work pursuant to this Agreement involving soil disturbance based on pending or existing weather conditions;
 - (iv) order suspension of all work on the Lands and all work pursuant to this Agreement if the work is resulting in the introduction of silt or sediment laden waters into the District storm water sewer system, or into a stream or watercourse or onto private property;
 - (v) instruct any contractor or subcontractor engaged in any work contemplated in this

Agreement to repair, modify, add, remove, replace, adjust and maintain the works required by the Environmental Management Plan;

- (f) to suspend all work under this Agreement during periods of intensive rainfall, heavy run-off or soil saturation as necessary to avoid soil erosion, or when otherwise ordered by the Environmental Consultant or directed by the Engineer or Director;
- (g) to ensure that any and all orders made by the Environmental Consultant are complied with;
- (h) to cause the Environmental Consultant to monitor and inspect all work on the Lands and all work pursuant to this Agreement at least twice a month and after every significant storm event or at such other intervals as may be directed in writing by the Engineer or Director from time to time, and said monitoring and inspection shall continue until the earlier of:
 - (vi) Acceptance of Total Completion; or
 - (vii) notification in writing from the Director;
- (i) pay when invoiced, all costs, fees and charges imposed by the District in relation to services it provides to the Developer of the Lands in relation to the Works including, without limitation, the cost of all necessary connections by the District of the Works to the District's water distribution, storm drainage and sewerage systems as the case may be and the cost of performing other administrative services that the District commonly charges, all in accordance with the Cypress Village PDA;
- (j) to pay when invoiced all inspections and testing costs actually incurred by the District when the Engineer or Director requires inspection and testing in addition to or in substitution for the inspection and testing provided by the Developer in order to certify that the Works are constructed and installed in accordance with the Subdivision Requirements;
- (k) not to damage any municipal works, services or property or remove, alter or destroy any survey pins, or posts, and if in default to replace, repair and restore any damage of whatever nature to the reasonable satisfaction of the Engineer or Director;
- (l) to comply with all statutes, laws, regulations and orders of any authority having jurisdiction and, without limiting the generality of the foregoing, all bylaws of the District;
- (m) to not deposit or permit the deposit of any material or debris upon any highways or District land except as may be approved in writing by the Engineer or Director;
- (n) to retain at all times a professional engineer (who may be the same as the Professional Engineer) to provide competent survey, layout and on-site supervision to ensure that the Works strictly conform to the Approved Servicing Drawings and to record the details of any field design or construction changes to the Approved Servicing Drawings and to record all of the geometric information for preparation of "as constructed" drawings. No underground works shall be covered or trenches backfilled without inspection and approval by the professional engineer and without adequate as-constructed information being obtained, including line and grade of buried works;
- (o) to advise the Engineer of the name and address of the professional engineer retained by the Developer and to ensure that such professional engineer maintains professional liability and errors

and omissions insurance in an amount satisfactory to the District, acting reasonably, in accordance with the District's risk management practices, during the term of his or her engagement. The Developer's engineer shall provide proof of such insurance before the Developer commences the construction and installation of the Works;

- (p) not to employ any person or contractor in the construction of the Works who, in the reasonable opinion of the Engineer or the Developer's professional engineer is unfit, incapable or unskilled, and at all times, in connection with the execution of the Works, to employ and keep on site a competent general work superintendent capable of speaking, reading and writing the English language. Any explanations, directions or requests given by the Engineer to the Developer's professional engineer shall be conclusively deemed to have been given to the Developer; and
- (q) not to engage any contractor in respect of the Works unless the contractor holds a valid and subsisting business licence issued by the District and maintains insurance in an amount satisfactory to the District, acting reasonably, in accordance with the District's risk management practices.

2.3 Nothing in this Agreement shall exempt the Developer or the Lands from the ordinary jurisdiction of the Council, its bylaws and regulations, and without limitation the construction of the Works shall not confer directly or indirectly any exemption or right of set-off from development cost charges, connection charges, application fees, user fees or other rates, levies and charges payable under any bylaw of the District, except as statutorily required, or as set out in the Cypress Village PDA.

2.4 The Developer shall prosecute the Works diligently and shall complete all of the Works (other than those required by the Environmental Management Plan, which must be fully installed prior to commencement of construction and installation of any of the other Works) by:

- (a) *[insert date(s) to be determined as required in respect of each Component of the Works]*

unless other completion dates are expressly set out in this Agreement or agreed to in writing by the Engineer or the Director, as the case may be.

2.5 The Developer shall commence the construction and installation of the *[insert description of the relevant Works and relevant no later than dates related to building permit issuance and/or issuance of occupancy as required]*:

2.6 The Developer acknowledges and agrees that the Developer relies exclusively on its own professional engineer and contractor and that the District does not, by its approvals, inspections or acceptance of the Works, warrant or represent that the Works are without fault or defect and that all approvals and inspection of the Works given or made by the District are for the sole benefit of the District and shall in no way relieve or excuse the Developer from constructing and installing the Works in strict compliance with the provisions of this Agreement.

2.7 Upon Acceptance of Substantial Completion of the Works, the Developer covenants and agrees:

- (a) to assign to the District all of its right, title and interest in and to the Works free and clear of all encumbrances;
- (b) to grant or cause to be granted to the District in registrable form all statutory rights of way reasonably required by the Engineer or Director, as applicable, for the operation, maintenance, repair and replacement of the Works on such terms as are satisfactory to the Engineer or Director,

as applicable, acting reasonably;

- (c) to execute and deliver or cause to be executed and delivered at the request of the District all such further transfers, instruments, agreements, documents and plans and to perform all such acts as may be necessary to give full effect to this Agreement;
- (d) to deliver to the District final as-constructed drawings of the Landscaping Works which drawings shall be prepared by the Developer's Landscape Architect in accordance with good landscape architecture practice and be in a form satisfactory to the Director; and
- (e) to deliver to the District final as-constructed drawings of the Servicing Works and Off Site Works which drawings shall be prepared by the Developer's Professional Engineer in accordance with good engineering practice and be in a form satisfactory to the Engineer.

ARTICLE 3 **WORKS DEPOSIT**

3.1 As security for the due and proper performance by the Developer of its obligations under this Agreement, the Developer has deposited with the District security in the following amounts:

- (a) \$ _____, for the Servicing Works;
- (b) \$ _____, for the Off Site Works;
- (c) \$ _____, for the Landscaping Works,

(collectively, the "**Works Deposit**").

3.2 The Developer and the District agree as follows with respect to the Works Deposit:

- (a) no interest shall be paid to the Developer;
- (b) the Developer will replace any letter of credit and provide evidence of its replacement satisfactory to the District, no later than 21 days before the letter of credit expires;
- (c) letter(s) of credit provided by the Developer to the District as the Works Deposit shall be clean and irrevocable letter(s) of credit in favour of the District drawn on a Canadian chartered bank, trust company, or credit union located in British Columbia and having an office or branch in West Vancouver, North Vancouver, Burnaby, or Vancouver, and shall, unless the Engineer or Director agrees to a shorter time period, be valid for a minimum of one year after the date of this Agreement (with provision for automatic renewals thereafter) and shall otherwise be in a form acceptable to the District;
- (d) the District may draw upon any letter of credit at any time in the event of a default by the Developer of any of its obligations under this Agreement and may hold or use the proceeds in accordance with this Agreement; and
- (e) any return or release of the Deposit will be made to the Developer despite any change in ownership of the Lands.

3.3 The District will only be required to release the Works Deposit as follows:

- (a) The Developer may request a release of the Deposit or a portion of the Deposit by providing a written progress report and payment certificate in a form satisfactory to the District, and signed and sealed by the Professional Engineer or the Landscape Architect, as applicable. Such requests may only be made at intervals of 3 months or more, unless the District and the Developer agree to a shorter interval, and may only be made if the Works for which the release is being requested have been installed and accepted by the Professional Engineer or Landscape Architect, as applicable;
- (b) The District will release to the Developer an amount of security equal to the value of the Works in respect of which a signed progress report and payment certificate has been accepted, provided that the balance of the Works Deposit will not be reduced to less than the sum of the following amounts prior to Acceptance of Substantial Completion:
 - (i) 15% of the amount in 3.1(a);
 - (ii) 15% of the amount in 3.1(b);
 - (iii) 25% of the amount in 3.1(c).

3.4 If the Developer fails to observe, perform or keep any of the provisions of this Agreement to be observed, performed or kept by the Developer, the District may at its sole discretion and without prejudice to any other remedy rectify the default of the Developer, at the Developer's expense and, without limiting the generality of the foregoing may:

- (a) enter onto the Lands and do or cause to be done through its servants, contractors and others, all such things as may be required to fulfill the obligations of the Developer including without limitation, the completion of the Works; and
- (b) make any payments required to be made for and on behalf of the Developer,

and for such purposes may without notice or limitation deduct from the Deposit all costs, and expenses incurred, payments and expenditures made, and monies due and owing to the District, including an administrative fee payable to the District in the amount of 10% of the costs incurred under sections 3.4(a) and (b). The District may undertake the Works either by itself or by contractors it engages. For greater certainty, the District is under no obligation to complete any of the Works and may undertake any of the Works in whole or in part, in the District's discretion as to extent and timing of completion. Nothing in this section 3.4 limits the generality of section 3.2d.

3.5 If the District incurs any costs and expenses or makes payments as provided in section 3.4 of this Agreement, or if the Developer is otherwise indebted to the District under this Agreement, and the Deposit is not sufficient to fully recompense the District, the Developer shall forthwith, upon notice from the District, pay to the District the amount of such deficiency together with interest thereon at 6% per annum calculated and compounded monthly from the date such cost or expense was incurred or payment or expenditure was made by the District. Such amounts required to be paid by the Developer shall constitute a debt due and owing to the District.

ARTICLE 4
APPROVAL OF THE WORKS, AND RELEASE OF DEPOSIT AMOUNTS

- 4.1 The District may, at any time and from time to time, enter onto the Lands to inspect the Works.
- 4.2 If the Developer considers that one or more Component(s) of the Works are complete, the Developer may notify the Engineer or the Director, as applicable, by delivering such notice together with:
- (a) stamped and sealed record drawings, schedule of quantities associated with the applicable Component of the Works, letters of assurance, Certificate of Substantial Completion, field inspection reports, and applicable testing results and reports from the Professional Engineer and/or Landscape Architect, as applicable, for each completed Component; and
 - (b) if applicable, a list of deficiencies prepared by the Professional Engineer in respect of the Servicing Works and Off-Site Work and prepared by the Landscape Architect in respect of the Landscaping Works, specifying those Works, or part(s) thereof that, in the opinion of the Professional Engineer or the Landscape Architect, as applicable, may be completed after the issuance of the Certificate of Substantial Compliance of the applicable Component of the Works (collectively, the “**Listed Deficiencies**”) together with a reasonable time period(s) for remedying such deficiencies and a reasonable cost for remedying such deficiencies within the specified time period(s) specified.
- 4.3 Within 120 days of the District’s receipt of notice under section 4.2, the Engineer or the Director, as applicable, may inspect the Component(s) of the Works for which the District has received notice and may, in writing:
- (a) notify the Developer that the District accepts the Certificate of Substantial Completion;
 - (b) notify the Developer that the District does not accept the Certificate of Substantial Completion, in which case the District must provide reasons for this, and the Developer shall have a reasonable time to respond before the District is entitled to draw down on the Works Deposit to complete the Work or Component that the Developer has failed to complete; or,
 - (c) notify the Developer that the District accepts the Certificate of Substantial Completion and that in addition to the Listed Deficiencies, certain Works or part(s) thereof have been identified by the District as being defective, inoperative or not in accordance with the Approved Servicing & Off Site Drawings or the Approved Landscaping Drawings, as applicable (the “**Additional Deficiencies**”).
- 4.4 If the District does not give any notice to the Developer under section 4.3 within 120 days of receiving the Developer’s notice under section 4.2, or such further time period as the Developer (acting reasonably) may allow in response to a written request from the District, the District shall be deemed to have accepted the Certificate of Substantial Completion and to have not identified any Additional Deficiencies.
- 4.5 If the District accepts, or is deemed to have accepted, a Certificate of Substantial Completion for one or more Component(s) of the Works (in either case, “**Acceptance of Substantial Completion**”) the District may retain one or both of the following amounts for such applicable Component(s) of the Works, and otherwise shall release the balance of the Works Deposit to the Developer within 30 days of the District accepting, or being deemed to have accepted, a Certificate of Substantial Completion:
- (a) 200% of the estimated costs of correcting the Deficiencies (collectively, the “**Deficiency Deposit**”);

plus,

- (b) 10% of the amount deposited for each of the Servicing Works and Off-Site Works and 15% of the amount deposited for the Landscaping Works (collectively, the “**Warranty Deposit**”).
- 4.6 The Developer shall correct, modify or reconstruct the Works or part(s) thereof such that the Deficiencies are corrected and the Works are fully operative and functional in accordance with the Subdivision Requirements and in accordance with the Approved Servicing Drawings or the Approved Landscaping Drawings, as applicable, to the reasonable satisfaction of the Engineer or the Director, as applicable, within the time period specified for such items by the Engineer or Director, as applicable, or if no time period has been specified, with all due dispatch.
- 4.7 The District shall release the Deficiency Deposit within 30 days of the Developer having provided to the District a report from the Professional Engineer or the Landscape Architect, as the case may be, certifying that the Deficiencies are complete and have been accepted by the Professional Engineer or the Landscape Architect and agreed to by the Engineer or Director, as the case may be.

ARTICLE 5
WARRANTY PERIOD AND TOTAL COMPLETION

- 5.1 The Developer covenants and agrees:
- (a) to remedy any defects appearing within a period of one year from the date of the District’s receipt of notice under section 4.2, in respect of the applicable Component(s) (each, a “**Warranty Period**”) and pay for any damage to other works or properties resulting therefrom, save and except for defects caused by reasonable wear and tear, negligence of the District, its servants or agents, or acts of God occurring after the date of the District’s receipt of notice under section 4.2;
 - (b) as security for its obligations under section 5.1(a), to keep the full amount of the Warranty Deposit deposited with the District throughout the Warranty Period.
- 5.2 If the Developer fails to maintain the Works in complete repair, remedy any defects in the Works, fails to attend to the Deficiencies to the satisfaction of the Engineer or the Director (acting reasonably) as applicable, or fails to remedy further defects as required by section 5.1(a), then the District may at its sole discretion and without prejudice to any other remedy, rectify the default of the Developer at the Developer’s expense and without limiting the generality of the foregoing may:
- (a) enter onto the Lands and do or cause to be done through its servants, contractors and others, all such things as may be required to fulfil the obligations of the Developer including without limitation, the maintenance of the Works, the remedying of any defects, and the completion of the Deficiencies; and
 - (b) make any payments required to be made for and on behalf of the Developer,

and for such purposes may without notice or limitation, deduct from the Warranty Deposit or the Deficiency Deposit, as applicable, the costs, and expenses incurred, payments and expenses made, and monies due and owing to the District, including an administration fee payable to the District in an amount of 10% of the costs incurred under sections 5.2(a) and (b). The District may undertake the Works either by itself or by

contractors it engages. For greater certainty, the District is under no obligation to complete any of the Works and may undertake any of the Works in whole or in part, in the District's discretion as to extent and timing of completion. Nothing in this section 5.2 limits the generality of section 3.2d.

- 5.3 Within 120 days of the District's receipt of a notice from the Developer that a Warranty Period has expired the Engineer or the Director, as applicable, may undertake a final inspection of the applicable Works or Component(s) and, whether or not an inspection has been undertaken must, in writing, either:
- (a) confirm the Works or Component have been satisfactorily completed ("**Acceptance of Total Completion**") in respect of such applicable Component(s); or
 - (b) give reasons for refusing to provide Acceptance of Total Completion, in which case the Developer will have a reasonable time to respond and re-apply for Acceptance of Total Completion, failing which the Developer will be deemed to be in default of its obligation to complete the Works under section 2.1(a).
- 5.4 The District shall release the balance of the Warranty Deposit in respect of a Component or the Works within 30 days of Acceptance of Total Completion.

ARTICLE 6 **DEVELOPER'S RELEASE AND INDEMNITY OF DISTRICT**

- 6.1 The Developer shall release, and does hereby indemnify and save harmless the District, its elected officials, officers, employees, agents and others for whom the District is in law responsible from and against:
- (a) all costs and expenses (including legal costs on a solicitor and own client basis), damages, claims, demands, actions, suits and liability by whomever brought or made and however arising whether directly or indirectly, from the construction or installation of the Works and any injury or damage thereby caused to person or property (including death) except that arising from the exclusive negligence of the District;
 - (b) all costs and expenses (including legal costs on a solicitor and own client basis), damages, claims, demands, actions, suits and liability by whomever brought or made and however arising whether directly or indirectly, from a breach of this Agreement by the Developer;
 - (c) all costs and expenses (including legal costs on a solicitor and own client basis) incurred by the District arising directly or indirectly from any engineering operation, construction, repair, replacement or maintenance by the District to or on any real or personal property which is affected by the Works and which the District either owns or is by duty or custom obliged, directly or indirectly, to construct, repair, replace or maintain; and
 - (d) all costs and expenses (including legal costs on a solicitor and own client basis) incurred by reason of liens for non-payment of labour or material, workers' compensation assessments, employment insurance, or federal or provincial taxes in relation to Works and for unlawful encroachments by the Works arising from any cause including mistakes in surveying.

The indemnity contained in this Article 6.1 shall terminate upon the completion of the Warranty Period or completion of the Deficiencies, whichever is later.

ARTICLE 7
INSURANCE

7.1 **INSURANCE**. During the term of this Agreement the Developer shall, at its own expense, procure and maintain comprehensive general liability insurance in an amount satisfactory to the District, acting reasonably, in accordance with the District's risk management practices and pursuant to an insurance policy in a form and substance reasonably acceptable to the District and providing for coverage of the Developer and the District, in respect to any and all claims arising out of or connected with the following:

- (a) death of or injury to any person;
- (b) damage to or loss of use of property of any nature whatsoever of third persons; and
- (c) damage to or loss of buildings or improvements of any nature whatsoever related to, caused by or connected with the Works, or related to, caused by or connected with the carrying out of or the approval of the Works.

Every such policy of insurance shall provide that:

- (a) the District is named as an additional insured and shall contain a cross-liability or severability of interest clause so that the District and the Developer may be insured in the same manner and to the same extent as if individual policies had been issued to each; and
- (b) such policy cannot lapse, be cancelled or altered without less than 30 days' prior written notice to the District.

7.2 **Certificate of Insurance**. The Developer shall provide to the District a certificate or certificates of the insurance procured pursuant to section 7.1 prior to commencing construction of the Works and shall provide to the District certified copies of such policies forthwith upon request by the District.

ARTICLE 8
INSOLVENCY OF DEVELOPER

8.1 Notwithstanding any other provision of this Agreement, the District shall be entitled to draw on the Works Deposit, the Warranty Deposit, and the Deficiency Deposit, to complete the Works or remedy any defects in the Works in the event that:

- (a) the Developer commits an act of bankruptcy, or makes a proposal or general assignment for the benefit of its creditors;
- (b) an order is made or a resolution passed or petition filed for the liquidation or winding up of the Developer;
- (c) a receiver or receiver-manager of the Developer of the Lands is appointed or any encumbrance-holder takes possession of the Lands or any part thereof; or

- (d) the Developer defaults under the terms of the Agreement and fails or neglects to cure such default within 30 days notice of default from the District.

The Developer agrees that the Works Deposit, Warranty Deposit, and the Deficiency Deposit are not assets of the Developer and are not subject to any trust or other right or claim of the Developer, other than a contract claim expressly contemplated by this Agreement.

ARTICLE 9
COVENANTS OF THE DISTRICT

9.1 The District covenants and agrees that:

- (a) it will permit the Developer to perform the Works on the terms and conditions contained in this Agreement and to occupy and use the District's Streets and Lanes (as those terms are defined in the District's Zoning Bylaw) and District-owned lands as necessary for constructing the Works, at no cost, subject to reasonable terms and conditions of the Engineer which may include a requirement to obtain Temporary Street and Laneway Occupancy Permit(s), for open Streets and Lanes;
- (b) it will accept a Certificate of Substantial Completion signed by the Developer's Professional Engineer upon the Developer satisfactorily completing the Works and performing all other requirements of this Agreement except the requirements of Article 5; and
- (c) it will issue an Acceptance of Total Completion upon the satisfactory completion by the Developer of all covenants and conditions in this Agreement, and without limiting the generality of the foregoing, including the repair of any defects in the Works constructed under this Agreement during the Warranty Period, provided that the Deficiencies have been remedied to the satisfaction of the Engineer or Director, acting reasonably, as the case may be.

ARTICLE 10
GENERAL PROVISIONS

10.1 Wherever in this Agreement the approval of the Engineer or the Director is required or some act or thing is to be done to the satisfaction of the Engineer or the Director, as the case may be:

- (a) such provisions shall not be deemed to have been fulfilled or waived unless the approval or expression of satisfaction is in writing signed by the Engineer or the Director, as the case may be, and no prior approval or expression of satisfaction and no condoning, excusing or overlooking by the District or the Engineer on previous occasions when such approval or satisfaction was required shall be taken to operate as a waiver of the necessity for such approval or satisfaction wherever required by this Agreement; and
- (b) such approval or satisfaction shall be at the discretion of the Engineer or the Director, acting reasonably, in conformance with sound and accepted public engineering or planning practice, as applicable.

10.2 Unless otherwise expressly provided in this Agreement, wherever the Developer is obliged or required to

do or cause to be done any act matter or thing, such act, matter or thing shall be done by the Developer at its sole expense.

- 10.4 All notices, directions and other communications required or permitted to be given by one party to another pursuant to this Agreement shall be in writing and delivered, or sent by registered mail postage prepaid and addressed as follows:

to the District:

The Corporation of the District of West Vancouver
750 – 17th Street
West Vancouver, BC V7V 3T3

Attention: the Director of Planning and Development Services and the Director of Engineering and Transportation

to the Developer:

British Pacific Properties Limited,
Suite 1001, Kapilano 100, 100 Park Royal,
West Vancouver, BC V7T 1A2

Attention: Vice-President Development

or to such other address or facsimile number or email address as may be specified by a party to the other in a notice given in the manner herein provided. Any such notice, direction or other communication will be deemed to have been received by the party to whom it was given:

- (a) on the day of delivery, if delivered; or
- (b) on the third business day following the mailing thereof, if mailed.

If normal mail service is interrupted by strike, slowdown, force majeure or other cause, then the party sending a notice, direction or communication will deliver such notice, direction or communication in order to ensure its prompt receipt.

- 10.5 This Agreement shall not be assigned by the Developer without the prior written consent of the District which consent may be refused if the District is not wholly satisfied as to the financial, technical and managerial abilities of the proposed assignee to complete the terms hereof.
- 10.6 *[if applicable: add a provision about latecomer payments].*
- 10.7 The District has made no representations, warranties, guarantees, promises, covenants or agreements to or with the Developer other than those in this Agreement.
- 10.8 Wherever the singular or masculine is used in this Agreement, the same shall be construed as meaning the plural or the feminine or the body corporate or politic where the context or the parties so require.
- 10.9 If any section or lesser portion of this Agreement is held invalid by a court of competent jurisdiction, the

invalid portion shall be severed and the invalidity of such section or portion shall not affect the validity of the remainder.

- 10.10 Time is of the essence to this Agreement.
- 10.11 This Agreement shall enure to the benefit of, and be binding upon the parties, their respective heirs, executors, administrators, successors and assigns.
- 10.12 This Agreement may be executed in any number of counterparts, all of which shall together be deemed to be and constitute one agreement. Execution of this Agreement may be made on copies transmitted by facsimile transmission and executed copies may be sent by facsimile transmission, and transmission of an executed copy shall be deemed to constitute communication of execution and acceptance of this Agreement.

[execution page follows]

IN WITNESS WHEREOF the parties hereto have set their hands as of the day and year first above written.

THE CORPORATION OF THE DISTRICT)
OF WEST VANCOUVER by its authorized)
signatories:)
)
)
)
_____)
Mayor)
)
)
_____)
Clerk)

BRITISH PACIFIC PROPERTIES LIMITED)
by its authorized signatories:)
)
)
_____)
Geoffrey Croll, President)
)
)
_____)
Bryce Tupper)
Vice President Planning and Development)

SCHEDULE M – APPENDIX “M-A”

THE LANDS



[insert as applicable]

SCHEDULE M – APPENDIX “M-B”

[insert Plan of Subdivision if applicable]

SCHEDULE M – APPENDIX “M-C”

THE SERVICING DRAWINGS

[insert]

SCHEDULE M – APPENDIX “M-D”

THE LANDSCAPING DRAWINGS

[insert]

SCHEDULE M – APPENDIX “M-E”

Environmental Management Plan

[insert]

SCHEDULE “N”

TERMS FOR CV WORKS AND SERVICES IN SCHEDULE “H”

1. Where BPP is responsible for the construction of any CV Works and Services included in Schedule “H”:
 - (a) BPP shall not commence construction unless BPP has provided security to the District (the “**Security Deposit**”) and entered into an agreement with the District authorizing the District to use the security to complete the construction if BPP fails to do so by a date specified in the agreement.
 - (b) If needed for the specified works, the District will permit BPP to perform the works and to occupy and use the District’s Streets and Lanes (as those terms are defined in the District’s Zoning Bylaw) and District-owned lands as necessary for constructing the specific works, at no cost, subject to reasonable terms and conditions of the District’s Director of Engineering which may include a requirement to obtain Temporary Street and Laneway Occupancy Permit(s) for open Streets and Lanes.
 - (c) BPP shall notify the District’s Director of Engineering when the works have been completed by delivering a written notice together with:
 - i. stamped and sealed record drawings, schedule of quantities associated with the works, letters of assurance, certificate(s) issued by BPP’s professional engineer upon satisfactory completion of the works (“**Certificate(s) of Substantial Completion**”), field inspection reports, and applicable testing results and reports from BPP’s professional engineer of record; and
 - ii. if applicable, a list of deficiencies prepared by BPP’s professional engineer (“**Listed Deficiencies**”) together with the reasonable time period(s) and reasonable cost(s) for remedying the deficiencies.
 - (d) Within 120 days of the District’s receipt of BPP’s notice and documentation under section 1(c), the District’s Director of Engineering may inspect the works for which the District has received notice and may, in writing:
 - i. notify BPP that the District accepts the Certificate of Substantial Completion; or
 - ii. notify BPP that the District does not accept the Certificate of Substantial Completion, in which case the District must provide reasons for this, and BPP shall have a reasonable time to respond before the District is entitled to draw down on the Security Deposit to complete the works that BPP has failed to complete; or
 - iii. notify BPP that the District accepts the Certificate of Substantial Completion and that in addition to the Listed Deficiencies, certain works or part(s) thereof have been identified by the District as being defective, inoperative, or not in accordance with the approved detailed design (the “**Additional Deficiencies**”, and together with the Listed Deficiencies, the “**Deficiencies**”).
 - (e) If the District does not give any notice to BPP under section 1(d) within 120 days of receiving BPP’s notice and documentation under section 1(c), or such further time period as BPP (acting reasonably) may allow in response to a written request from the District, the District shall be deemed to have accepted the Certificate of Substantial Completion and to have not identified any Additional Deficiencies.
 - (f) BPP shall correct, modify, or reconstruct the works or parts thereof such that the Deficiencies are corrected and the works are fully operative and functional in accordance with the approved detailed design to the reasonable satisfaction of the District’s Director of

Engineering within the time period specified for such items by the District's Director of Engineering, acting reasonably, or if no time period has been specified, with all due dispatch.

- (g) The satisfactory completion of the works, including any Deficiencies, shall be established only by confirmation by the District's Director of Engineering in writing under section 1(i)(i) below ("**Acceptance of Total Completion**").
- (h) BPP covenants and agrees to remedy any defects appearing within a 1 year period from the date of the District's receipt of BPP's Certificate of Substantial Completion (the "**Warranty Period**") and pay for any damage to other works or properties resulting there from, save and except for defects caused by reasonable wear and tear, negligence of the District, its servants or agents, or acts of God occurring after the date of the District's receipt of BPP's Certificate of Substantial Completion.
- (i) Within 120 days of the District's receipt of BPP's notice that the Warranty Period has expired, the District's Director of Engineering may undertake a final inspection of the works and, whether or not an inspection has been undertaken, must, in writing, either:
 - i. confirm the works have been satisfactorily completed; or
 - ii. give reasons for refusing to provide Acceptance of Total Completion, in which case BPP will have a reasonable time to respond and re-apply for Acceptance of Total Completion, failing which BPP will be deemed to be in default of its obligation to complete the work.

2. Regarding the Security Deposit:

- (a) The amount of security shall be:
 - i. 130% of BPP's portion of the total estimated cost of the works, pursuant to Schedule "H", where the total estimated cost is a Class C cost estimate; or
 - ii. 120% of BPP's portion of the total estimated cost of the works, pursuant to Schedule "H", where the total estimated cost is a Class B cost estimate; or
 - iii. 110% of BPP's portion of the total estimated cost of the works, pursuant to Schedule "H", where the total estimated cost is a Class A cost estimate,with cost estimates to be prepared in accordance with cost estimate classification definitions as specified in the 2009 "Budget Guidelines for Consulting Engineering Services" publication from the Consulting Engineers of British Columbia and Professional Engineers and Geoscientists of BC, as amended from time to time.
- (b) The form of security shall be (at BPP's option) cash or a letter(s) of credit, and any letter(s) of credit must be clean and irrevocable letter(s) of credit in favour of the District drawn on a Canadian chartered bank, trust company, or credit union located in British Columbia and having an office or branch in West Vancouver, North Vancouver, Burnaby, or Vancouver, and shall, unless the Director agrees to a shorter time period, be valid for a minimum of one year after the date of the construction contract or agreement (with provision for automatic renewals thereafter) and shall otherwise be in a form acceptable to the District.
- (c) Where DCC reserve funds are allocated for works, the amount of security required under section 2(a) in respect of these works shall be reduced by the amount of such allocated reserve funds.
- (d) BPP will replace any letter of credit and provide evidence of its replacement satisfactory to the District, no later than 21 days before the letter of credit expires.
- (e) No interest shall be paid to BPP on the Security Deposit.
- (f) Within 30 days of the District's accepting, or being deemed to have accepted, the Certificate of Substantial Completion, the District may retain 10% of the original Security Deposit (for

- “**Warranty Security**”) plus an amount equal to 200% of the estimated costs of remedying the Deficiencies (the “**Deficiency Security**”), and otherwise will release the balance of the Security Deposit.
- (g) The District will release the Deficiency Security within 30 days of BPP having provided to the District a report from its professional engineer of record certifying that the Deficiencies are complete and have been accepted and agreed to by the District’s Director of Engineering, acting reasonably.
 - (h) Within 30 days of the District’s issuance of the Acceptance of Total Completion, the District will release the Warranty Security.
3. If the District is responsible for some or all of the costs of any CV Works and Services to be constructed by BPP under Schedule “H”:
- (a) The District shall not be required to provide any security to BPP.
 - (b) BPP may submit payment requests to the District for the District’s share of costs incurred for the specific works at intervals of not less than 1 month.
 - (c) The amount of any payment request shall be based on a progress report from BPP’s professional engineer of record and the portion of the works for which the payment is being requested must be installed and accepted by BPP’s professional engineer of record.
 - (d) No payments will be made unless and until the District has received a progress payment certificate in relation to the portion of the works for which payment is requested, in a form satisfactory to the District’s Director of Engineering and signed and sealed by BPP’s professional engineer of record.
 - (e) BPP’s professional engineer of record will administer payments to BPP’s contractor(s) including provisions for holdbacks under the Builder’s Lien Act, for greater clarity the District shall not withhold any amounts from BPP as BPP is not a contractor employed by the District as an owner.
4. Where BPP is responsible for a portion of the cost of any CV Works and Services included in Schedule “H” to be constructed by the District:
- (a) As security for the due and proper performance of BPP in delivering its portion of the total cost of the works, within 30 days of the District providing a copy to BPP of the District’s notice to the District’s contractor to commence construction, BPP will deposit with the District security in an amount and form consistent with sections 2(a), 2(b) and 2(c) of this Schedule “N”. The security will be held and maintained in accordance with sections 2(d) and 2(e) of this Schedule “N”.
 - (b) The District may submit payment requests to BPP for BPP’s share of costs incurred for the specified works at intervals of not less than 1 month.
 - (c) The amount of any payment request shall be based on a progress report from the District’s professional engineer of record and the portion of the works for which the payment is being requested must be installed and accepted by the District’s professional engineer of record.
 - (d) No payments will be made unless and until BPP has received a progress payment certificate in relation to the portion of the works for which payment is requested, signed and sealed by the District’s professional engineer of record.
 - (e) If BPP does not make a payment within 30 days of a payment request, the District may draw down on the security held pursuant to section 4(a) for the amount owing.
 - (f) Within 3 months after BPP makes its first payment, and at 3-month intervals thereafter,

unless the District and the BPP agree to a shorter initial duration and shorter intervals, the District will release BPP's security in amounts equal to BPP's payments in the preceding 3-month period and, once the specified works are substantially complete, the District will release all remaining security to BPP.

- (g) The District's professional engineer of record will administer payments to the District's contractor(s) including provisions for holdbacks under the Builder's Lien Act, for greater clarity BPP shall not withhold any amounts from the District.



District of West Vancouver

Road Closure and Removal of Highway Dedication Bylaw No. 5208, 2024

Effective Date:

Road Closure and Removal of Highway Dedication Bylaw No. 5208, 2024

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District of West Vancouver

Road Closure and Removal of Highway Dedication Bylaw No. 5208, 2024

A bylaw to close and remove the dedication of portions of highway near Chippendale Road, Uplands Way and Wentworth Avenue.

WHEREAS:

- A) under the *Community Charter* the Council of the Corporation of the District of West Vancouver (Council) may close a highway to traffic and remove the dedication of a highway;
- B) the Council has posted and published notices of its intention to close the portions of highway referred to in this bylaw and remove its dedication as highway, and has provided an opportunity for persons who consider they are affected to make representations to Council;
- C) the Council has made reasonable accommodations for utilities, transmission or distribution facilities or works of utility operators;
- D) the Ministry of Transportation and Infrastructure has approved this bylaw as required under section 41(3) of the *Community Charter* in connection with highways that are within 800 metres of an arterial highway;
- E) the Council has posted and published notices of its intention to dispose of the portions of highway referred to in this Bylaw; and
- F) the Council deems it expedient to provide for the closure to traffic and removal of the dedication of that portion of highway referred to in this bylaw for the purposes of disposing of said lands.

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 Road Closure and Removal of Highway Dedication Bylaw No. 5208, 2024.

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 Road Closure and Removal of Highway Dedication

- 3.1 The portions of highway dedicated by:
- 3.1.1 Plan 2056 and identified as “Road to be Closed” on Reference Plan EPP119794 and Reference Plan EPP119795,
 - 3.1.2 Plan EPP94863 and Plan EPP76455 and identified as “Road to be Closed” on Reference Plan EPP136131,
- reduced copies of which are attached hereto as Schedule A and form part of this bylaw, are closed to all types of traffic.
- 3.2 The highway dedication of all those portions of highway to be closed by section 3.1 of this Bylaw is removed.
- 3.3 The Mayor and Clerk are authorized to execute and deliver such transfers, deeds of land, plans and other documents as are necessary or desirable to effect the aforesaid closure and removal of highway dedication.

Schedules

Schedule A – Plans of Highway Closure, Reference Plans EPP119794 and EPP119795, and Reference Plan EPP136131

READ A FIRST TIME on June 3, 2024

PUBLICATION OF NOTICE OF ROAD CLOSURE AND REMOVAL OF HIGHWAY DEDICATION on June 12 and 19, 2024

READ A SECOND TIME on June 25, 2024

READ A THIRD TIME on June 25, 2024

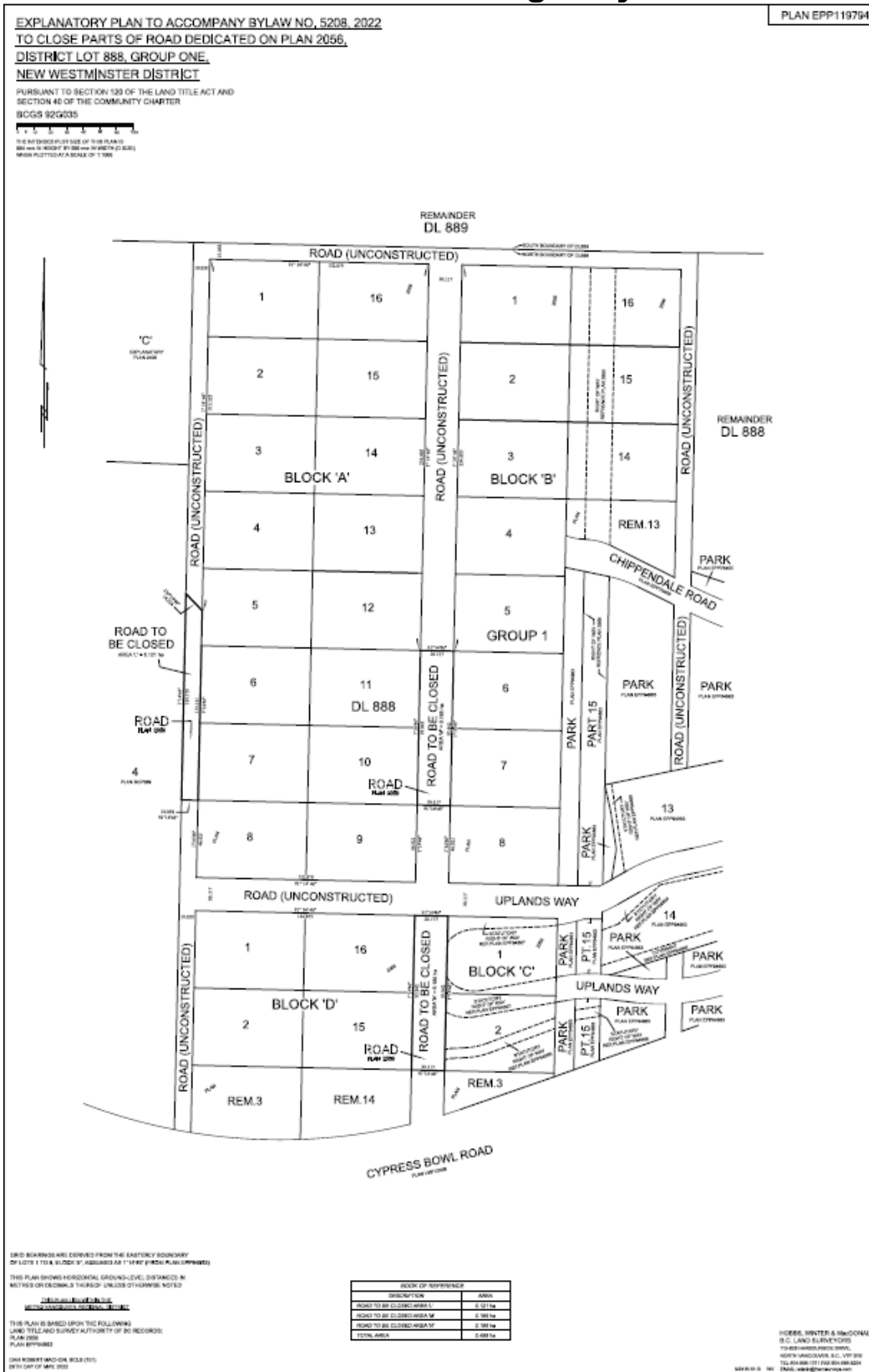
APPROVED by the Minister responsible for the Transportation Act on June 27, 2024

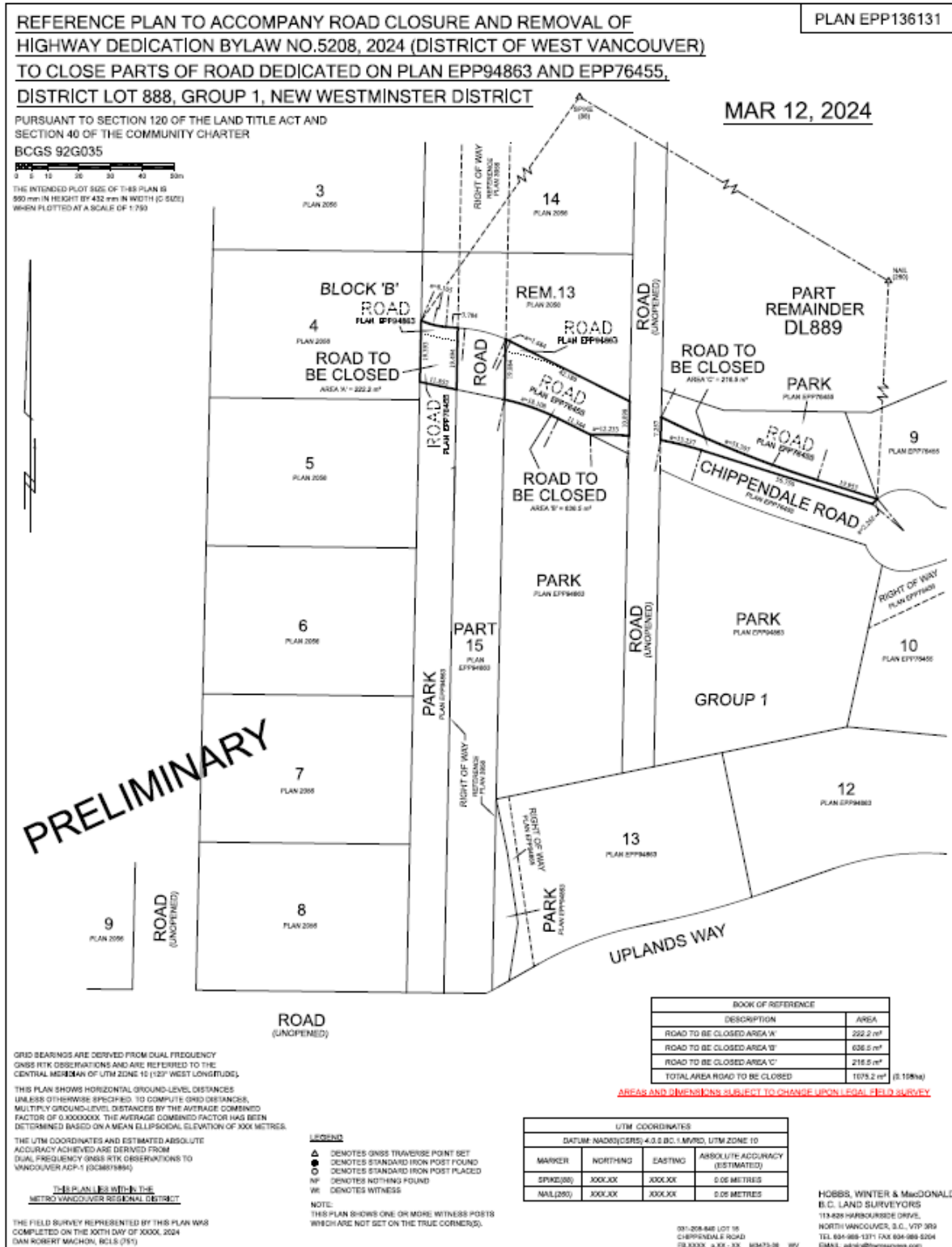
ADOPTED by the Council on .

Mayor

Corporate Officer

Schedule A – Plans of Highway Closure







District of West Vancouver

**Development Cost Charge
Bylaw No. 3801, 1993,
Amendment Bylaw No. 5209, 2024**

(Cypress Village and Rodgers Creek Areas 5 and 6)

Effective Date:

District of West Vancouver

**Development Cost Charge
Bylaw No. 3801, 1993
Amendment Bylaw No. 5209, 2024**

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District of West Vancouver

Development Cost Charge Bylaw No. 3801, 1993, Amendment Bylaw No. 5209, 2024

A bylaw to provide for amended Development Cost Charges for Cypress Village and Rodgers Creek Areas 5 and 6.

WHEREAS pursuant to section 559 of the *Local Government Act*, Council of The District of West Vancouver may, by Bylaw, impose development cost charges;

WHEREAS the Council of The Corporation of the District of West Vancouver deems it expedient to provide for amended Development Cost Charges for Cypress Village and Rodgers Creek Areas 5 and 6;

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

Part 1 Citation

- 1.1 This bylaw may be cited as Development Cost Charge Bylaw No. 3801, 1993, Amendment Bylaw No. 5209, 2024.

Part 2 Schedule “A1”

Development Cost Charge Bylaw No. 3801, 1993 is amended by:

- 2.1 Inserting at the end of the text in the first column, sixth row of the table in Schedule A1 that reads “4. East of Cypress Creek, West of Existing Development, and N. of Upper Levels” the following text:

“, except Cypress Village and Rodgers Creek Areas 5 and 6.”

- 2.2 Inserting in the table in Schedule A1, the following rows after “4. East of Cypress Creek, West of Existing Development and N. of Upper Levels, except Cypress Village and Rodgers Creek Areas 5 and 6”:

4.a Cypress	1,291	0	0	0	216	0	1,075	0	0
----------------	-------	---	---	---	-----	---	-------	---	---

Village									
4.b Rodgers Creek Areas 5 and 6	3,501	0	0	2,210	216	0	1,075	0	0

2.3 Inserting in the table in Schedule A1, the following text as footnote (c), after footnote (b):

“(c) Subarea 4a - Cypress Village is shown in Schedule C, Figure 1 and Subarea 4b - Rodgers Creek Areas 5 and 6 is shown in Schedule C, Figure 2.”

2.4 Inserting as Schedule C, Figures 1 and 2, the following maps.

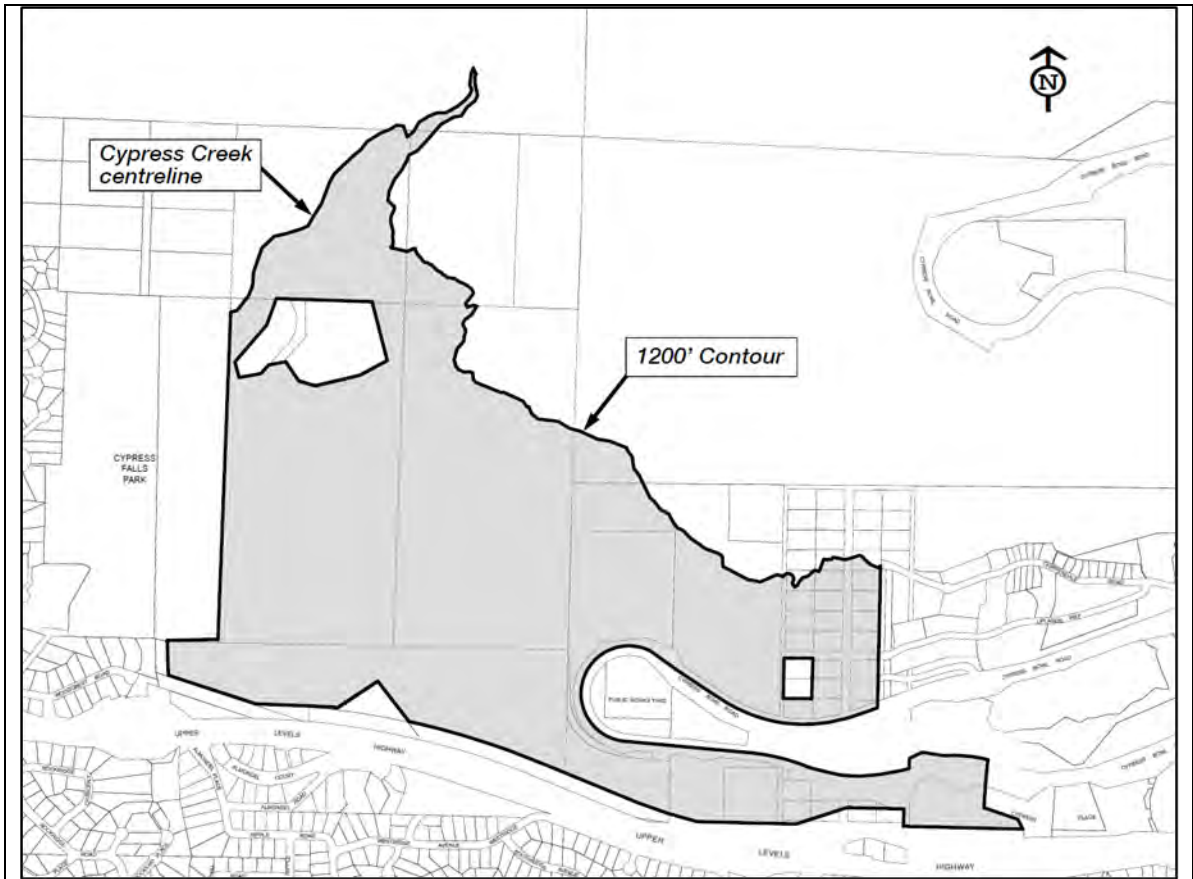


Figure 1: DCC Area 4, Subarea 4a - Cypress Village

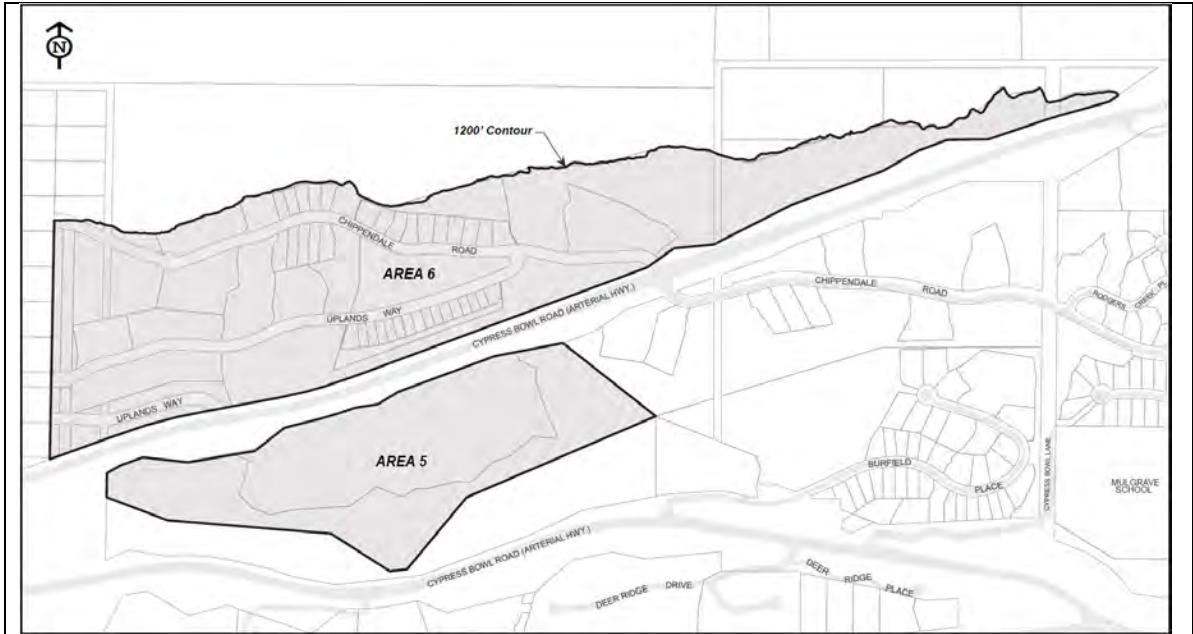


Figure 2: DCC Area 4, Subarea 4b - Rodgers Creek Areas 5 and 6

READ A FIRST TIME on June 3, 2024

READ A SECOND TIME on June 25, 2024

READ A THIRD TIME on June 25, 2024

ADOPTED by the Council on

Mayor

Corporate Officer



District of West Vancouver

**Development Procedures Bylaw No. 4940, 2017,
Amendment Bylaw No. 5210, 2024**

Effective Date:

District of West Vancouver

**Development Procedures Bylaw No. 4940, 2017,
Amendment Bylaw No. 5210, 2024**

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District of West Vancouver

Development Procedures Bylaw No. 4940, 2017, Amendment Bylaw No. 5210, 2024

A bylaw to delegate development permits and development variance permits for development within Cypress Village to the Director of Planning and Development Services.

Previous amendments: Amendment bylaws 5029, 5043, 5073, 5077, 5109, 5127, 5156, 5224, 5232 and 5271.

WHEREAS the Council of the Corporation of the District of West Vancouver deems it expedient to amend the Development Procedures Bylaw to include Development Permits for Cypress Village;

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

Part 1 Citation

- 1.1 This bylaw may be cited as Development Procedures Bylaw No. 4940 2017, Amendment Bylaw No. 5210, 2024.

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 Definitions

Development Procedures Bylaw No. 4940, 2017, Part 4 Definitions is amended by:

- 3.1 Inserting the following new definitions in alphabetical order:

“Cypress Village” means the Cypress Village Area shown on Map 9 in the District’s Official Community Plan.

“Works” includes tree removal, earthworks, or construction of utilities, roads, or other related infrastructure.

3.2 Adding the following text to the definition of “Major Development Permit” in alphabetical order:

- “within Cypress Village, subdivisions where 21 or more lots are to be created, new residential sites where 21 or more dwelling units are proposed, and development that includes Commercial and Employment uses as permitted in certain Sub-Areas in the CV Cypress Village Zone;”

3.3 Adding the following text to the definition of “Minor Development Permit” in alphabetical order:

- “within Cypress Village, subdivisions to create 20 or less lots, new residential sites where 20 or less dwelling units are proposed, and proposals for earthworks, vegetation clearing or tree removal only.”

Part 4 Amends Part 19 “Delegation”

Development Procedures Bylaw No. 4940, 2017, Part 19 Delegation is amended by:

4.1 Replacing “19.22” with “19.23”, in section 19.2.

4.2 Deleting the following row from the table under section 19.2:

Development Permit	Rodgers Creek Area	UL 8.1
--------------------	--------------------	--------

and replacing it with:

Development Permit	Rodgers Creek Area development and Works associated with development within Cypress Village	UL 8.1
--------------------	---	--------

4.3 Inserting the following new row into the table under section 19.2:

Development Permit	Cypress Village development	All Development Permit Areas within Cypress Village
--------------------	-----------------------------	---

4.4 Deleting the following row from the table under section 19.2:

Minor Development Variance Permit	Minor variances to the Zoning Bylaw	S120, 130, 140, 200
-----------------------------------	-------------------------------------	---------------------

and replacing it with:

Minor Development Variance Permit	Minor variances to the Zoning bylaw	s. 120, 130, 140, 200, 750
-----------------------------------	-------------------------------------	----------------------------

4.5 Replacing “19.22” with “19.23”, in section 19.3.

4.6 Deleting section 19.12 and replacing with the following:

Rodgers Creek Development Permits

19.12 Development permits in respect of Development Permit UL 8.1 (Rodgers Creek Development Permit Area) may be issued by the Director if the proposed development:

19.12.1 is for Works, or for a subdivision necessary to transfer ownership of land to the District or realign parcel boundaries, for the purposes of developing Cypress Village; or

19.12.2 complies with Guidelines UL 8.1; and

either

19.12.3 conforms to the Zoning Bylaw; or

19.12.4 Requires variance(s) to the Zoning Bylaw that, in the opinion of the Director, achieves a superior design that protects the natural environment and/or addresses the neighbourhood context and character.

4.7 Inserting the following new subsection to be numbered 19.14.5, and renumbering any remaining subsections accordingly:

19.14.5 is for Works, or for a subdivision necessary to transfer ownership of land to the District or realign parcel boundaries, for the purposes of developing Cypress Village; or

4.8 Inserting the following new subsection to be numbered 19.15.5, and renumbering any remaining subsections accordingly:

19.15.5 is for Works, or for a subdivision necessary to transfer ownership of land to the District or realign parcel boundaries, for the purposes of developing Cypress Village; or

4.9 Deleting 19.21.1 (a) and replacing with the following:

19.21.1 (a) for a single-family site, or within Cypress Village a single family, two family or duplex site, and it only varies provisions of the Zoning Bylaw with respect to the siting, size and dimensions of buildings or structures, or off-street parking requirements; or

4.10 Inserting the following new section to be numbered as 19.23:

Cypress Village Development Permit

19.22 Development permits in respect of Development Permit CV 1, 2, 3 and 4 (Cypress Village Development Permit Areas) may be issued by the Director if the proposed development:

19.22.1 complies with any applicable development permit guidelines;
and

either

19.22.2 conforms to the Zoning Bylaw; or

19.22.3 Requires variance(s) to the Zoning Bylaw that, in the opinion of the Director, achieve a superior proposal that protects the natural environment, protects development from hazardous conditions and/or addresses the neighbourhood context and character.

READ A FIRST TIME on June 3, 2024

READ A SECOND TIME on June 25, 2024

READ A THIRD TIME on June 25, 2024

ADOPTED by the Council on.

Mayor

Corporate Officer



District of West Vancouver

Development Cost Charge Reserve Fund Expenditure Bylaw No. 5211, 2024

Effective Date:

Development Cost Charge Reserve Fund Expenditure Bylaw No. 5211, 2024

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Part 3	Use of Funds	1

District of West Vancouver

Development Cost Charge Reserve Fund Expenditure Bylaw No. 5211, 2024

A bylaw to authorize expenditures from various Development Cost Charge Reserve Funds for Cypress Village.

WHEREAS the Council of The Corporation of the District of West Vancouver deems it expedient to provide for expenditures from various Development Cost Charge Reserve Funds for Cypress Village;

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

Part 1 Citation

- 1.1 This bylaw may be cited as Development Cost Charge Reserve Fund Expenditure Bylaw No. 5211, 2024.

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 Use of Funds

- 3.1 The following expenditures, for the following purposes, from the Parkland, Drainage, Underground Wiring and Water Development Cost Charge Reserve Funds, are hereby authorized:

Towards the acquisition of Eagleridge lands for major park:	
From Parkland Major DCC - Principal	6,335,732
From Parkland Major DCC - Interest	1,164,268
Total	7,500,000
Local park land dedication and improvements in Cypress Village:	
From Parkland Local DCC - Principal	3,000,000

Total	3,000,000
Godman Creek and Turner Creek diversion works:	
From Drainage DCC	1,900,000
Total	1,900,000
Towards underground communications conduit in Cypress Village:	
From Underground Wiring DCC	500,000
Total	500,000
Towards the Queens Main water works to service Cypress Village	
From Water DCC	1,725,000
Total	1,725,000
Total Expenditures from DCC Reserve Funds	14,625,000

READ A FIRST TIME on June 3, 2024

READ A SECOND TIME on June 25, 2024

READ A THIRD TIME on June 25, 2024

ADOPTED by the Council on

Mayor

Corporate Officer



District of West Vancouver

**Subdivision Control Bylaw No. 1504, 1955,
Amendment Bylaw No. 5212, 2024**

Effective Date:

District of West Vancouver

Subdivision Control Bylaw No. 1504, 1955, Amendment Bylaw No. 5212, 2024

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Part 3	Subdivision Servicing Standards for Cypress Village	1

District of West Vancouver

Subdivision Control Bylaw No. 1504, 1955, Amendment Bylaw No. 5212, 2024

A bylaw to address subdivision servicing and subdivision applications for the Cypress Village Area.

Previous amendments: Amendment bylaws 1538, 1548, 1815, 1824, 1962, 2005, 2159, 2301, 2360, 2414, 2454, 2488, 2510, 2576, 2602, 2710, 2731, 2737, 2764, 2799, 3488, 3865 and 4668.

WHEREAS the Council of The Corporation of the District of West Vancouver deems it expedient to amend the regulations regarding development of lands within the Cypress Village Area;

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 Subdivision Control Bylaw No. 1504, 1955, Amendment Bylaw No. 5212, 2024.

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 Subdivision Servicing Standards for Cypress Village

Subdivision Control Bylaw No. 1504, 1955, is amended by:

- 3.1 Replacing section 6 with the following:

The Approving Officer shall not approve the subdivision of any parcel of land unless all the relevant requirements of this Bylaw have been

observed, except that for a subdivision of land within the Cypress Village Area as shown on Map 9 of the District's Official Community Plan:

- a. sections 24 and 25 shall not apply;
- b. a requirement or standard in any of sections 36-40, or section 42, shall not apply if the requirement or standard is in relation to a subject matter governed by the terms of a phased development agreement under section 516 of the *Local Government Act*, or a development permit under section 489 of the *Local Government Act*.
- c. the District must not impose a requirement under section 43 as long as the phased development agreement authorized by Bylaw No. 5207, 2024 is in effect (the "PDA") and the Eagleridge Lands have been transferred to the District in accordance with the PDA; and
- d. the amount of any performance bond or other security required under section 46 shall be equal to or less than:
 - i. 130% of the estimated value of the works and services required for the subdivision, if the estimated value is based on a Class C cost estimate; or
 - ii. 120% of the estimated value of the works and services required for the subdivision, if the estimated value is based on a Class B cost estimate; or
 - iii. 110% of the estimated value of the works and services required for the subdivision, if the estimated value is based on a Class A cost estimate;

and for this purpose, cost estimates must be prepared in accordance with cost estimate classification definitions as specified in the 2009 "Budget Guidelines for Consulting Engineering Services" publication from the Consulting Engineers of British Columbia and Professional Engineers and Geoscientists of BC, as amended from time to time.

Subdivision Control Bylaw No. 1504, 1955, Amendment Bylaw No. 5212, 2024 3

READ A FIRST TIME on June 3, 2024

READ A SECOND TIME on June 25, 2024

READ A THIRD TIME on June 25, 2024

ADOPTED by the Council on

Mayor

Corporate Officer



District of West Vancouver

**Revised Soil Removal, Deposit, Blasting and
Rock Breaking Bylaw No. 5130, 2021,
Amendment Bylaw No. 5214, 2024**

Effective Date:

District of West Vancouver

Revised Soil Removal, Deposit, Blasting and Rock Breaking Bylaw No. 5130, 2021, Amendment Bylaw No. 5214, 2024

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Part 4	Soil and Rock Blasting, Breaking and Processing Permits	3

District of West Vancouver

Revised Soil Removal, Deposit, Blasting and Rock Breaking Bylaw No. 5130, 2021, Amendment Bylaw No. 5214, 2024

A bylaw to regulate soil removal and deposit and rock breaking and processing in
Cypress Village.

Previous amendments: Amendment bylaws 5252.

WHEREAS the Community Charter authorizes Council by bylaw, to regulate, prohibit
and impose requirements in relation to public safety;

WHEREAS the Council of The Corporation of the District of West Vancouver deems
it expedient to provide for the removal and deposit of soil from or on lands within the
Municipality be regulated;

AND WHEREAS the Council of The Corporation of the District of West Vancouver
deems it expedient to regulate the provisions related to rock removal, blasting and
processing.

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 Revised Soil Removal, Deposit, Blasting and
Rock Breaking Bylaw No. 5130, 2021, Amendment Bylaw No. 5214, 2024.

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 Definitions

Revised Soil Removal, Deposit, Blasting and Rock Breaking Bylaw No. 5130, 2021 is amended by inserting the following definitions in alphabetical order:

“Cypress Village” means the Cypress Village Area shown on Map 9 in the District’s Official Community Plan;

“Development Permit” means a permit issued by the District of West Vancouver in accordance with the Development Procedures Bylaw No. 4940, 2017, as amended from time to time and that has not lapsed in accordance with the *Local Government Act*;

Part 4 Soil and Rock Blasting, Breaking and Processing Permits

Revised Soil Removal, Deposit, Blasting and Rock Breaking Bylaw No. 5130, 2021 is amended by:

4.1 Inserting as section 5.3 the following:

“5.3 Cypress Village

For works within Cypress Village the Director may exempt an Owner from obtaining a Soil Permit, Rock-breaking Permit or Blasting Permit for soil removal or deposit, rock blasting or breaking, if:

- 5.3.1 the correct grade, depth, and extent of proposed works are shown accurately on scaled drawings submitted as part of the application for a Building Permit or Development Permit, and
- 5.3.2 for which a Building Permit or Development Permit has been issued, and
- 5.3.3 the Director has received from the Owner, and accepted, the documentation required under sections 7.2.2, 7.2.3, 7.2.4, 7.2.8, 7.2.9, 7.2.14, and 7.2.15 of this Bylaw if the Owner was applying for a permit under this Bylaw.”

4.2 Deleting section 11.2 and replacing with the following:

“11.2 Rock-breaking or Blasting shall only be done:

11.2.1 When atmospheric or other conditions permit a clear observation at a radius of not less than 100 metres from the place where the blasting is to be carried out; and

11.2.2 On Monday to Friday, not including holidays, and only within the hours permitted under Noise Control Bylaw No. 4404, 2005, as amended from time to time; or

11.2.3 In Cypress Village within the hours permitted under Noise Control Bylaw No. 4404, 2005, as amended from time to time.”

READ A FIRST TIME on June 3, 2024

READ A SECOND TIME on June 25, 2024

READ A THIRD TIME on June 25, 2024

ADOPTED by the Council on

Mayor

Corporate Officer



District of West Vancouver

Noise Control Bylaw No. 4404, 2005, Amendment Bylaw No. 5215, 2024

Effective Date:

Noise Control Bylaw No. 4404, 2005, Amendment Bylaw No. 5215, 2024

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District of West Vancouver

Noise Control Bylaw No. 4404, 2005, Amendment Bylaw No. 5215, 2024

A bylaw to regulate construction noise in Cypress Village.

Previous amendments: Amendment bylaws 4500, 4521, 4981 and 5042.

WHEREAS the Council of The Corporation of the District of West Vancouver deems it expedient to provide for regulation of construction noise in Cypress Village;

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 Noise Control Bylaw No. 4404, 2005, Amendment Bylaw No. 5215, 2024.

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 Part 6 “Objectionable Noises or Sounds”

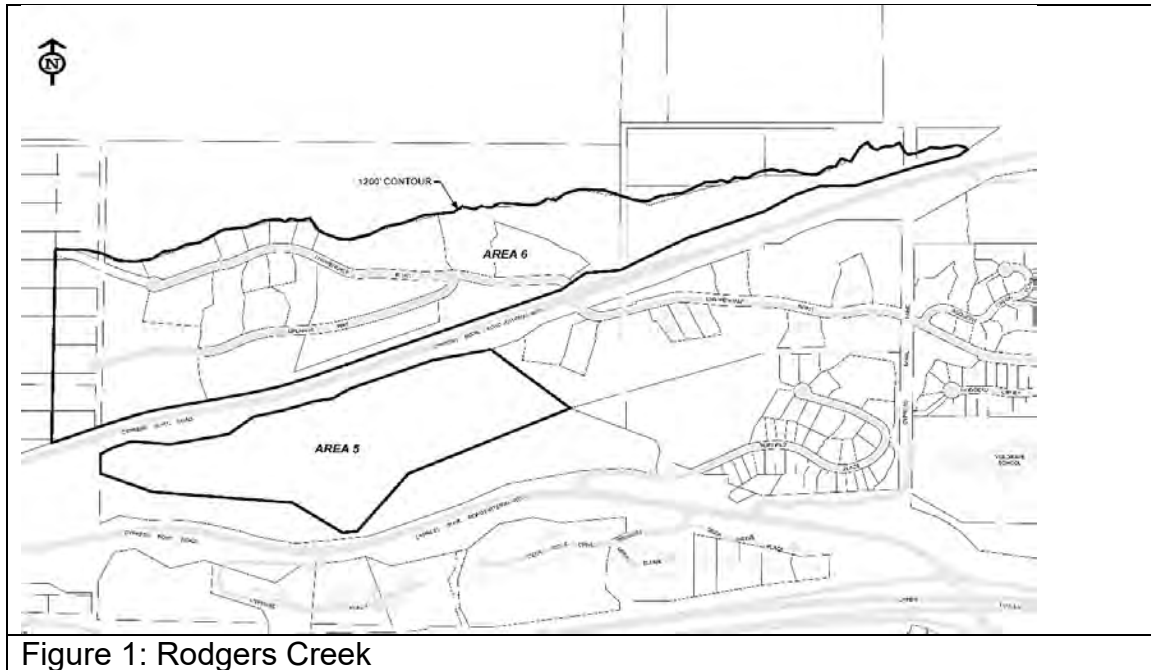
- 3.1 Part 6 of Noise Control Bylaw No. 4404, 2005 is amended by deleting subsection 6.1.2 (a) (iv) and replacing with the following:
- (iv) Deleting 6.1.2 (a) (iv) and replacing with “despite subsections (i) – (iii), in the areas shown outlined in heavy black line on Schedule B, before 0630 hours (6:30 a.m.) or after 1930 hours (7:30 p.m.) on any day.”

Part 4 Schedules

Noise Control Bylaw No. 4404, 2005 is amended by:

- 4.1 Deleting the text “Schedule B – Rodgers Creek Construction Noise Area” on page 8 of the Bylaw, and replacing with: “Schedule B – Rodgers Creek and Cypress Village Construction Noise Areas”
- 4.2 Deleting Schedule B and replacing with the following:

Schedule B – Rodgers Creek and Cypress Village Construction Noise Areas



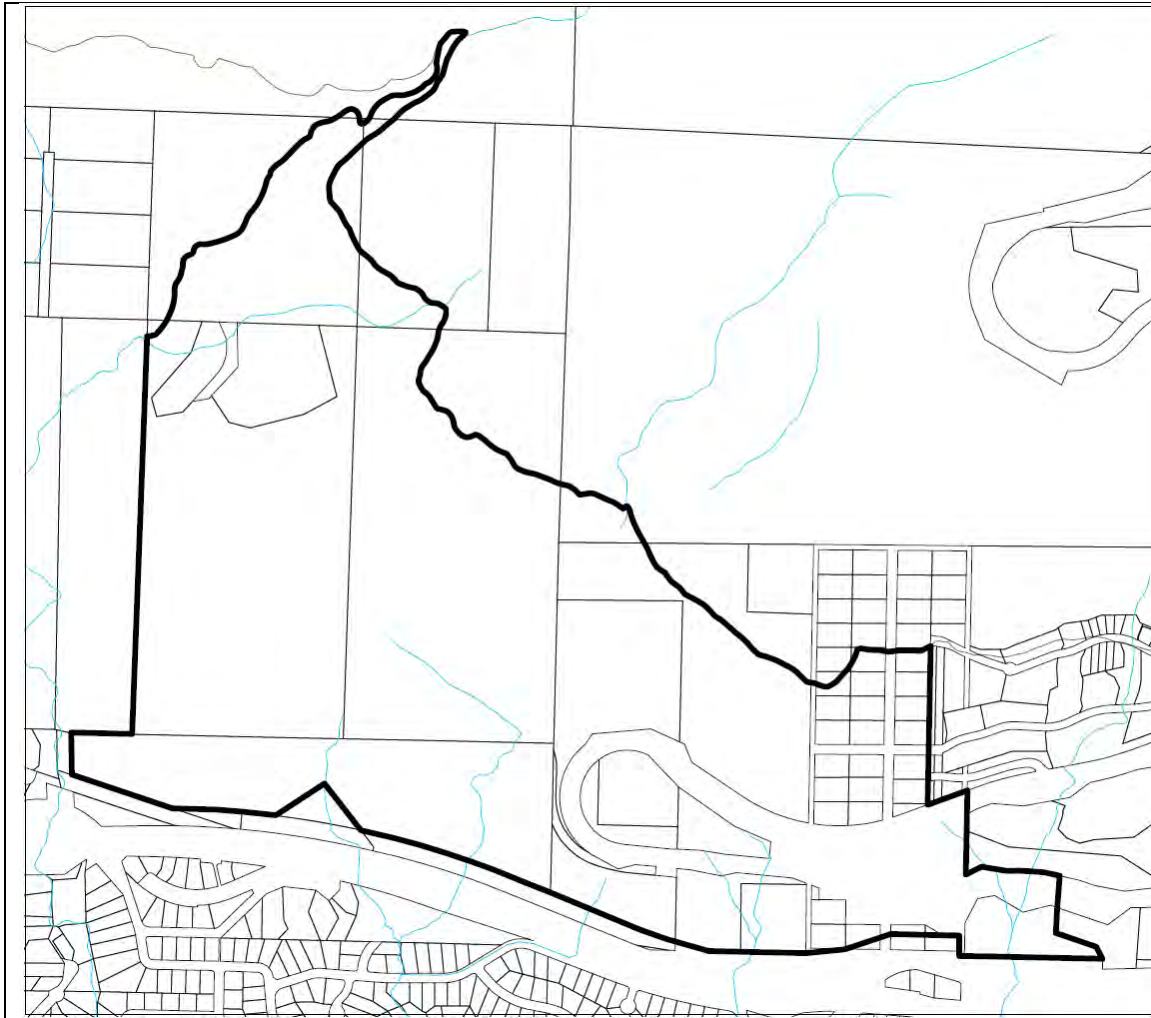


Figure 2: Cypress Village

READ A FIRST TIME on June 3, 2024

READ A SECOND TIME on June 25, 2024

READ A THIRD TIME on June 25, 2024

ADOPTED by the Council on

Mayor

Corporate Officer



District of West Vancouver

Fees and Charges Bylaw No. 5251, 2023, Amendment Bylaw No. 5216, 2024

Effective Date:

Fees and Charges Bylaw No. 5251, 2023, Amendment Bylaw No. 5216, 2024

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Part 4	Amends Schedule A	2

District of West Vancouver

Fees and Charges Bylaw No. 5251, 2023, Amendment Bylaw No. 5216, 2024

A bylaw to provide for fees and charges for permits and other development applications for Cypress Village.

Previous amendments: Amendment bylaw 5278 and 5285.

WHEREAS the Council of the District of West Vancouver deems it expedient to provide for fees and charges for development applications and other District work in Cypress Village;

AND WHEREAS section 194 of the Community Charter authorizes municipalities by bylaw to impose fees in respect of services or for the provision of information;

AND WHEREAS Council deems it necessary and desirable to exercise the authority provided by the Community Charter to cover costs of providing services and information where appropriate;

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 Fees and Charges Bylaw No. 5251, 2023, Amendment Bylaw No. 5216, 2024.

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 Part 4 Fees and Charges

Fees and Charges Bylaw No. 5251, 2023, is amended by:

3.1 Inserting the following as section 4.3:

“Despite section 4.1 no fees under this bylaw shall apply within the Cypress Village Area, as shown on Map 9 in the District’s Official Community Plan, as long as the owner of the land, or a previous owner, in respect of which the fee would apply is bound, by a written agreement, to pay all of the District’s costs of processing the type of application for which the fee under this bylaw would otherwise apply”.

Part 4 Amends Schedule A

Schedule A to Fees and Charges Bylaw No. 5251, 2023 is amended by:

4.1 Adding development permits for subdivision within the Cypress Village Area to the fee for a “Development Permit under OCP Designation UL8 (The Future Neighbourhoods Area): For subdivision permits” in Schedule A as follows:

Development Permits for subdivisions under OCP Designation UL8 (The Future Neighbourhoods Area) and development permits for subdivisions within the Cypress Village Area	\$14,300.00	plus \$150.00 for each zoning bylaw variance per lot; \$1000.00 refunded if application does not proceed to preparation of permit
--	-------------	--

READ A FIRST TIME on June 3, 2024

READ A SECOND TIME on June 25, 2024

READ A THIRD TIME on June 25, 2024

ADOPTED by the Council on

Mayor

Corporate Officer



District of West Vancouver

Cypress Village Reserve Fund Establishment Bylaw No. 5221, 2024

Effective Date:

Cypress Village Reserve Fund Establishment Bylaw No. 5221, 2024

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Part 5	Purpose of Reserve	2

District of West Vancouver

Cypress Village Reserve Fund Establishment Bylaw No. 5221, 2024

A bylaw to establish a reserve fund.

WHEREAS section 188 (1) of the *Community Charter* states that a council may, by bylaw, establish a reserve fund for a specified purpose and direct that money be placed to the credit of the reserve fund; and

WHEREAS the Council of The Corporation of the District of West Vancouver deems it expedient to place funds in a reserve fund to contribute to construction of a community centre, fire station and improvements to McGavin field in Cypress Village;

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 Cypress Village Reserve Fund Establishment Bylaw No. 5221, 2024.

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 Definitions

- 3.1 In this bylaw:

"Cypress Village" means the Cypress Village Area as shown on Map 9 in the District's Official Community Plan.

Part 4 Establishment of Reserve Fund

- 4.1 There is hereby established a reserve fund to be known as the “Cypress Village Reserve Fund”.

Part 5 Purpose of Reserve

- 5.1 Monies held in the Cypress Village Reserve Fund shall be used for the construction of the following amenities in Cypress Village:
- 5.1.1 A community centre;
 - 5.1.2 A fire station, and
 - 5.1.3 McGavin sports field.
- 5.2 Amounts in this fund shall be invested in accordance with the District’s investment policy and practice as determined from time to time, and interest so earned shall be credited to the fund; and
- 5.3 Expenditures from this fund shall be authorized by an expenditure resolution of Council citing the fund as a source and specifying the project towards which the funds shall be used.

READ A FIRST TIME on June 3, 2024

READ A SECOND TIME on June 25, 2024

READ A THIRD TIME on June 25, 2024

ADOPTED by the Council on

Mayor

Corporate Officer



District of West Vancouver

**Waterworks Regulation Bylaw No. 5260, 2023,
Amendment Bylaw No. 5287, 2024**

Effective Date:

Waterworks Regulation Bylaw No. 5260, 2023, Amendment Bylaw No. 5287, 2024

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District of West Vancouver

Waterworks Regulation Bylaw No. 5260, 2023, Amendment Bylaw No. 5287, 2024

A bylaw to define security requirements on works and services in the Cypress Village Area.

WHEREAS the Council of The Corporation of the District of West Vancouver deems it expedient to provide for works and services security requirements for the Cypress Village Area;

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 Waterworks Regulation Bylaw No. 5260, 2023, Amendment Bylaw No. 5287, 2024.

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 Part 13 Charges and Fees

Waterworks Regulation Bylaw No. 5263, 2023 is amended by:

- 3.1 Inserting a new section 13.3.7: “Despite sections 13.3.2, 13.3.3, 13.3.5, and 13.3.6, no security amount or administration and overhead fee under this section shall apply within the Cypress Village Area, as shown on Map 9 in the District’s Official Community Plan, as long as the owner of the land in respect of which such security amount or administration and overhead fee would apply is bound by a written agreement under which the owner must provide, or has provided, security or an advance payment to the District to cover the District’s costs, including administration costs, for the work.”

READ A FIRST TIME on June 3, 2024

READ A SECOND TIME on June 25, 2024

READ A THIRD TIME on June 25, 2024

ADOPTED by the Council on

Mayor

Corporate Officer



District of West Vancouver

**Sewerage and Drainage Regulation
Bylaw No. 5263, 2023,
Amendment Bylaw No. 5288, 2024**

Effective Date:

District of West Vancouver

Sewerage and Drainage Regulation Bylaw No. 5263, 2023, Amendment Bylaw No. 5288, 2024

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Part 3	Amends Part 15 Fees for use of Municipal System	1

District of West Vancouver

Sewerage and Drainage Regulation Bylaw No. 5263, 2023, Amendment Bylaw No. 5288, 2024

A bylaw to define security requirements on works and services in the Cypress Village Area.

WHEREAS the Council of The Corporation of the District of West Vancouver deems it expedient to provide for works and services security requirements for the Cypress Village Area;

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 Sewerage and Drainage Regulation Bylaw No. 5263, 2023, Amendment Bylaw No. 5288, 2024.

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 Part 15 Fees for use of Municipal System

Sewerage and Drainage Regulation Bylaw No. 5263, 2023 is amended by:

- 3.1 Inserting a new 15.1.8: “Despite sections 15.1.1, 15.1.2, 15.1.4, and 15.1.5, no security amount or administration and overhead fee under this section shall apply within the Cypress Village Area, as shown on Map 9 in the District’s Official Community Plan, as long as the owner of the land in respect of which such security amount or administration and overhead fee

would apply is bound by a written agreement under which the owner must provide, or has provided, security or an advance payment to the District to cover the District's costs, including administration costs, for the work."

READ A FIRST TIME on June 3, 2024

READ A SECOND TIME on June 25, 2024

READ A THIRD TIME on June 25, 2024

ADOPTED by the Council on

Mayor

Corporate Officer



District of West Vancouver

Park Exchange Bylaw No. 5302, 2024

Effective Date:

Park Exchange Bylaw No. 5302, 2024

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District of West Vancouver

Park Exchange Bylaw No. 5302, 2024

A bylaw to exchange park land on Chippendale Road and Uplands Way.

WHEREAS section 27 of the *Community Charter* authorizes a Council by bylaw, to dispose of land dedicated as park in exchange for other land suitable for park;

WHEREAS pursuant to Section 30 of the *Community Charter*, a Council of a municipality may, by bylaw adopted by 2/3 of all members of Council, dedicate land for municipal park purposes;

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 Park Exchange Bylaw No. 5302, 2024.

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 Park Exchange

3.1 All of the land comprising a total of 955 square metres (the “Park Lands”) shown as “Park to be Disposed” in Figure 1 in Schedule A attached to this bylaw, being portions of the lands more particularly described as follows, is disposed of for the purpose of constructing an extension of Chippendale Road:

- 3.1.1 3492 Chippendale Road Park,
 - 3.1.2 3496 Chippendale Road Park, and
 - 3.1.3 3841 Uplands Way Park.
- 3.2 Those portions of land comprising a total of 1,075.2 square metres shown as “Road to be Closed” in Figure 2 in Schedule A attached to this bylaw (the “Closed Road Portions”), which are currently dedicated as road, are taken in exchange for the Park Lands and are dedicated for the purpose of a park.
- 3.3 The Director of Planning and Development Services is authorized to execute such agreements, plans, and other documents as may be necessary to complete the disposal and dedication of the park lands.

Schedules

Schedule A – Figures 1 and 2 showing lands to be exchanged

READ A FIRST TIME on June 3, 2024

READ A SECOND TIME on June 25, 2024

READ A THIRD TIME on June 25, 2024

ALTERNATIVE APPROVAL PROCESS COMPLETED on July 22, 2024

ADOPTED by the Council on

Mayor

Corporate Officer

Schedule A – Park Lands to be Exchanged



Figure 1 – Park Lands to be Disposed Of

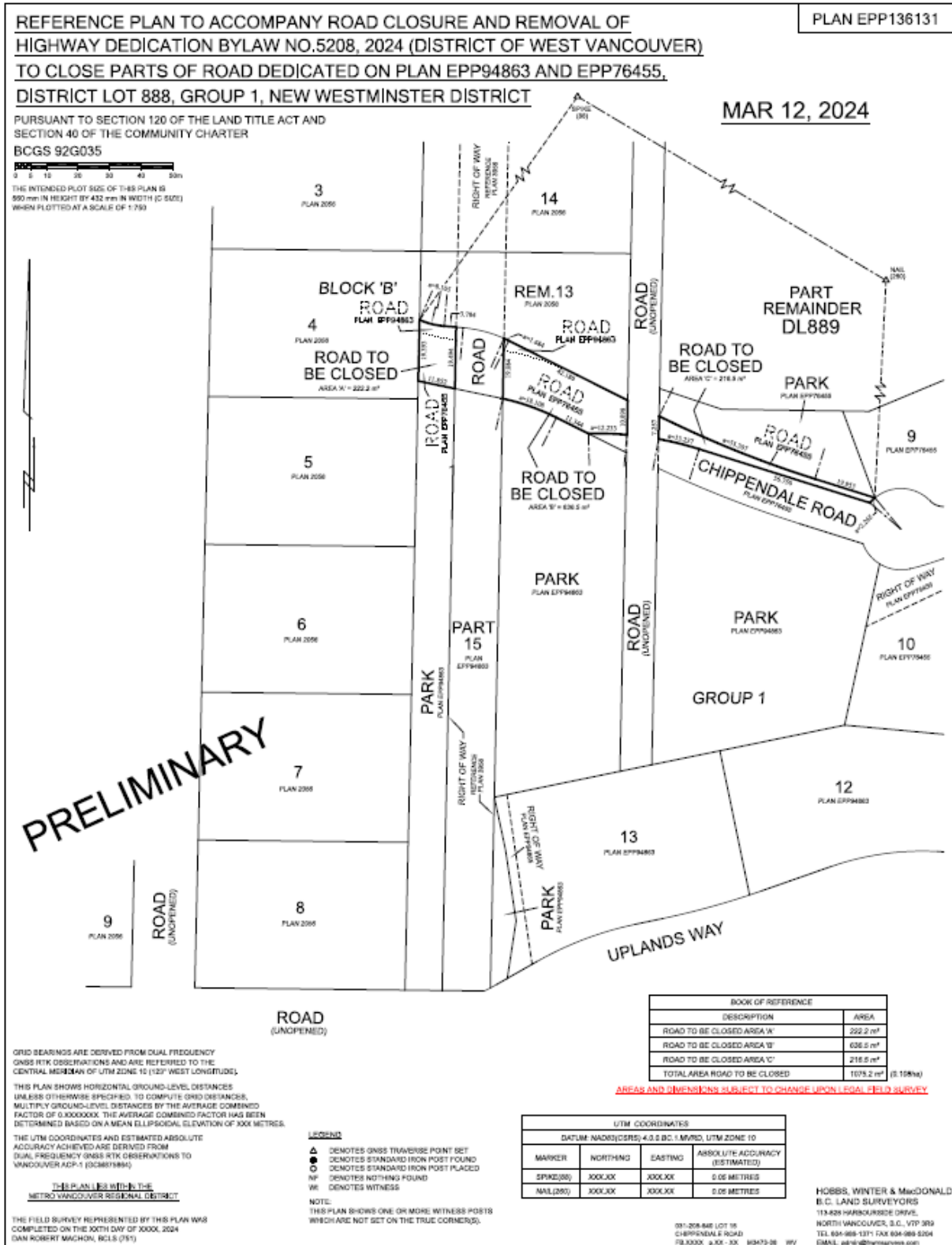


Figure 2 - Closed Road Portions to be Dedicated as Park

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