



District of West Vancouver

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

Effective Date: November 25, 2024

District of West Vancouver

**Phased Development Agreement
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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

APPROVED by the Inspector of Municipalities on November 22, 2024

ADOPTED by the Council on November 25, 2024.

[Original signed by Mayor]

Mayor

[Original signed by Corporate Officer]

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 equity, whether known or unknown, which anyone has or may have against the District or which the District incurs as a result of any loss, damage or injury, including economic loss or deprivation, arising out of or connected with 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;

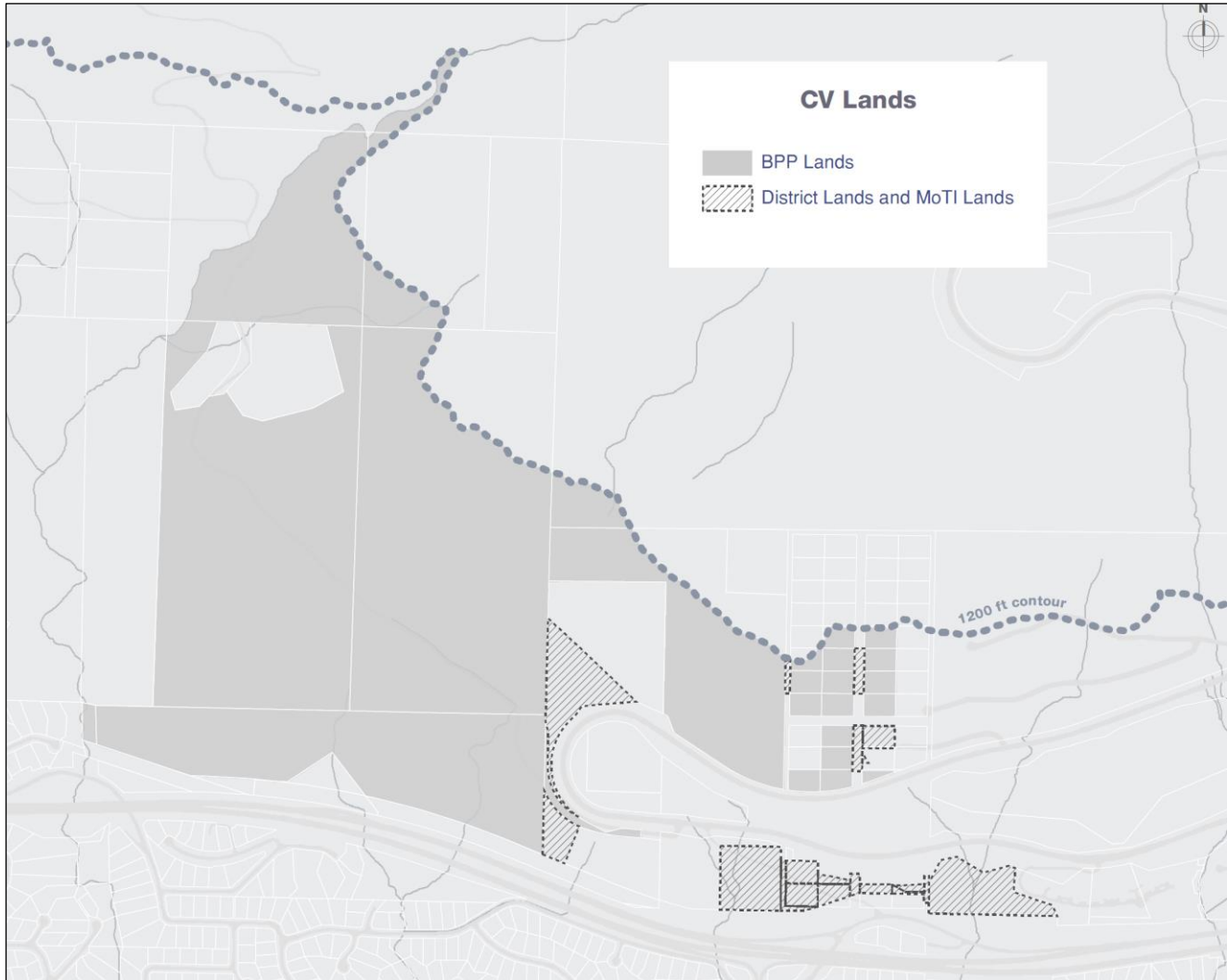
Per:

Per:

SCHEDULE "A"

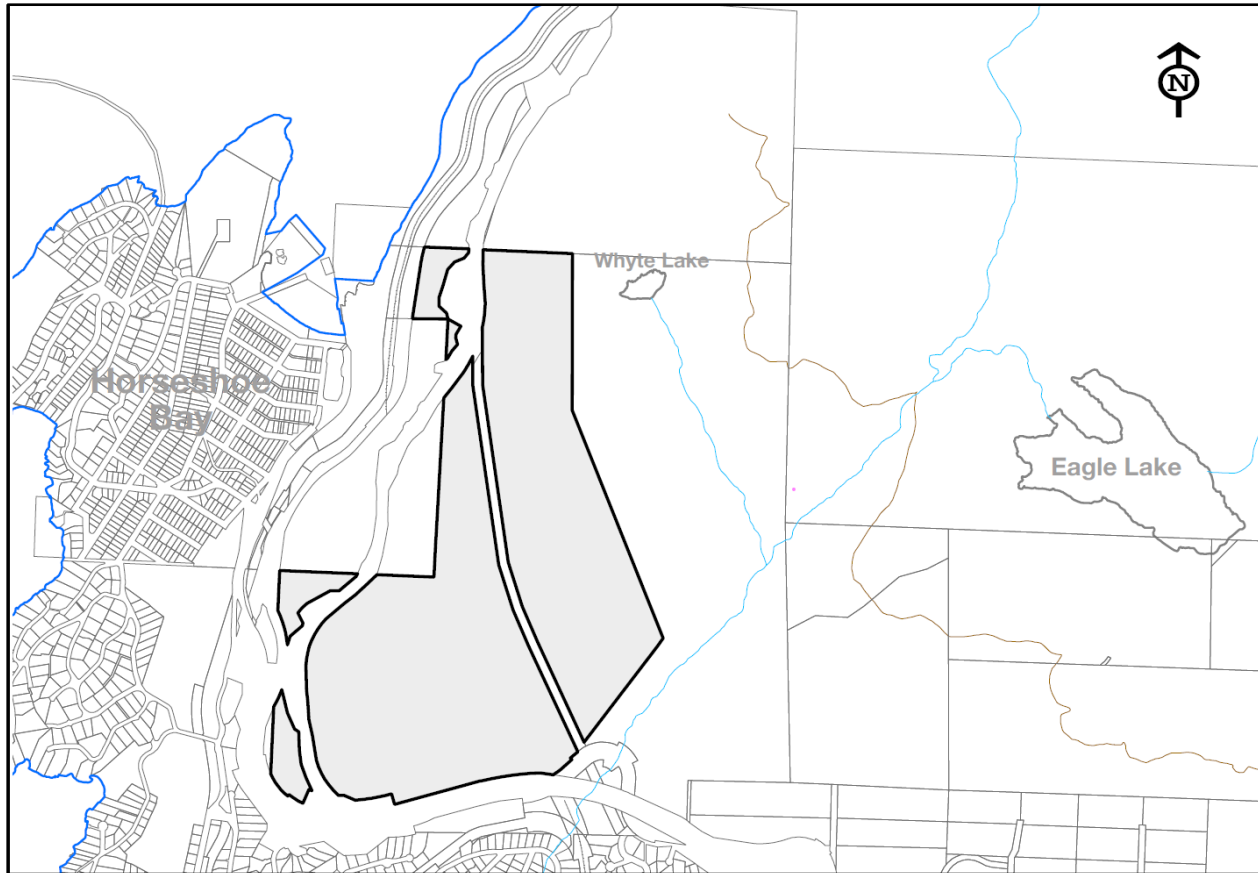
CV LANDS AND EAGLERIDGE LANDS

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.

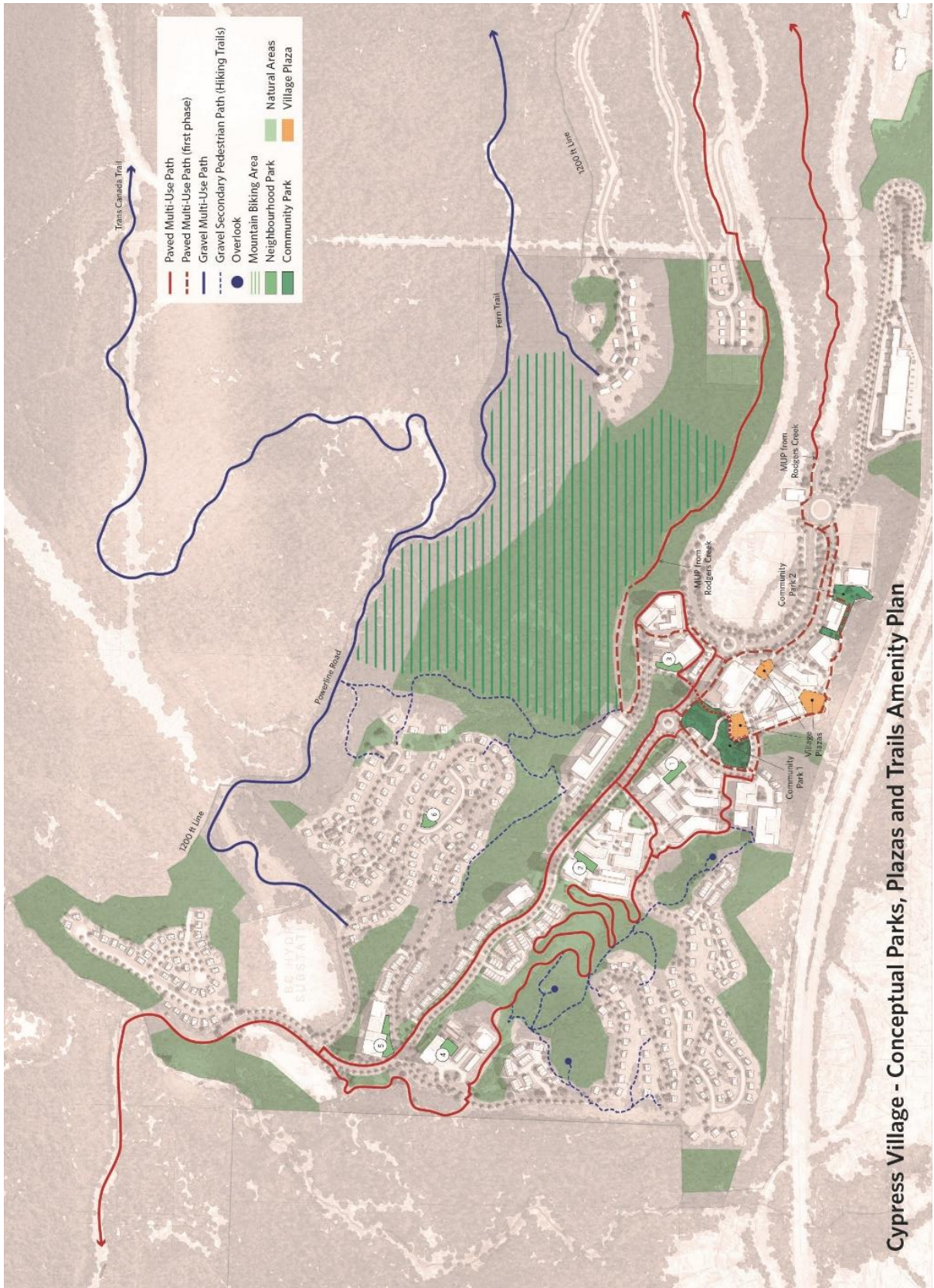
SCHEDULE “D”

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.

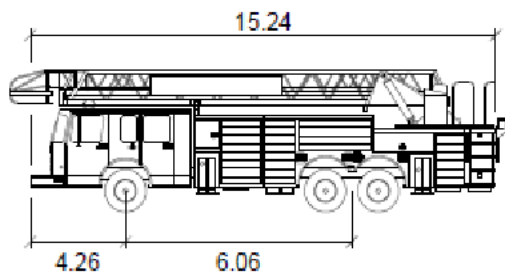
ROUNDABOUTS DESIGN CRITERIA

- 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

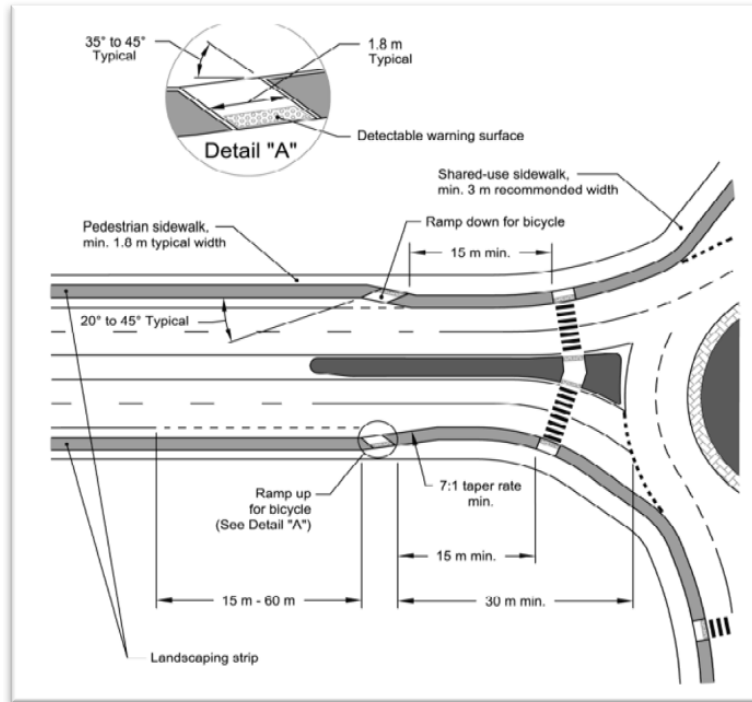


West Van Ladder Truck

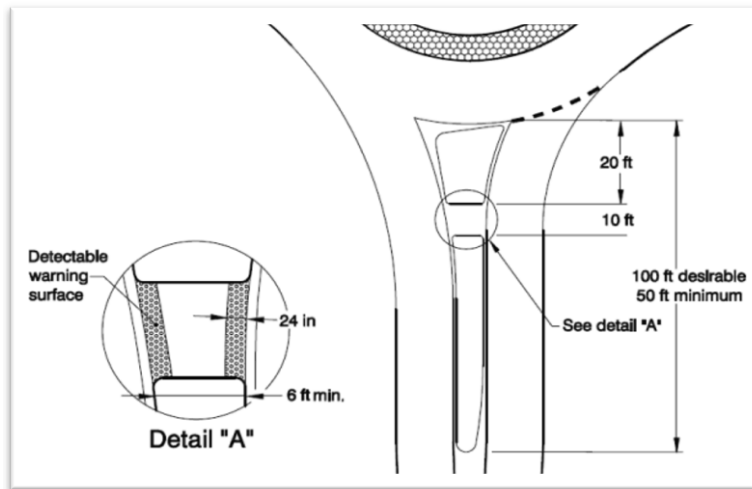
	meters
Width	: 2.44
Track	: 2.44
Lock to Lock Time	: 6.0
Steering Angle	: 40.0

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

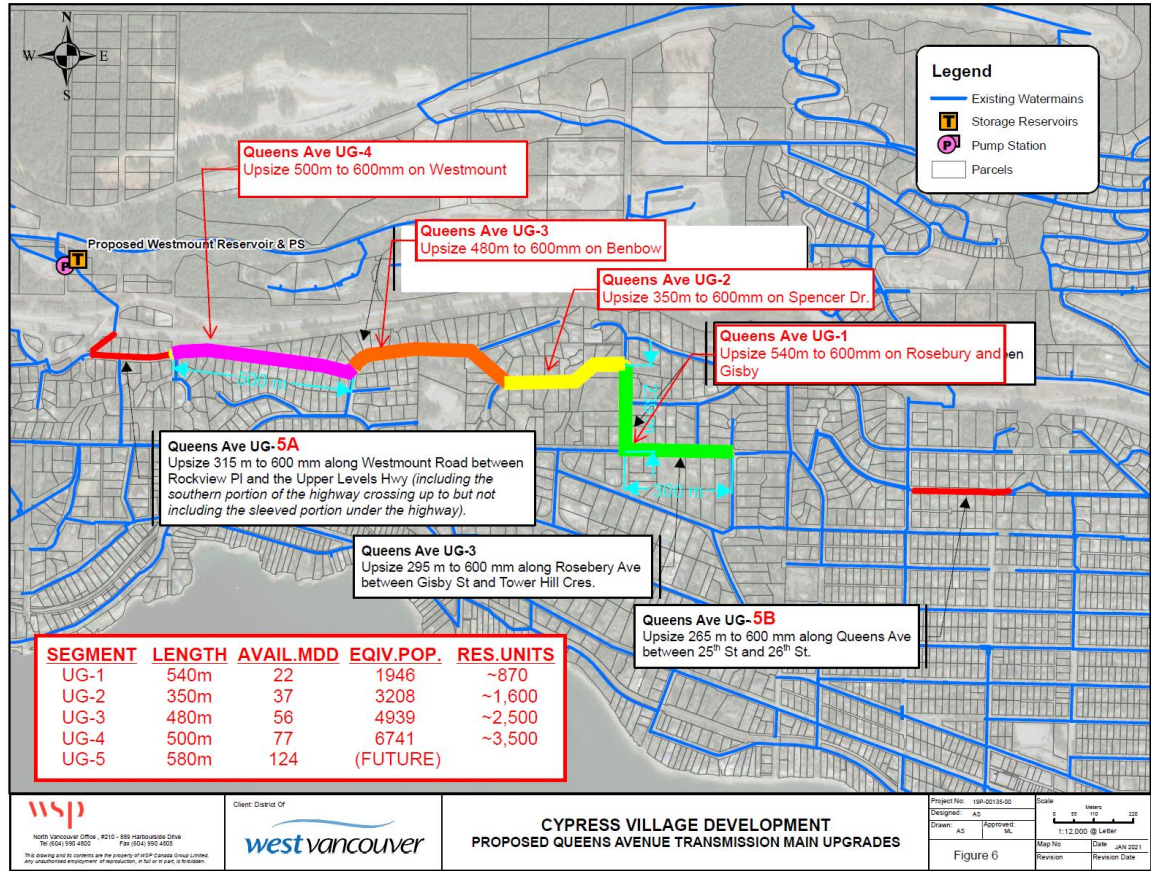
Demand Source	Maximum Day Demand (L/s)
<i>West Vancouver Demand:</i>	
• Existing demands ¹	99.8
• Horseshoe Bay (Sewells) ¹	4.6
• Other Future Demands ²	7.9
• Subtotal	112
<i>Cypress Village Demand:</i>	
• Early CV Demands ³	16
• Balance of CV Demands ³	63.4
• Subtotal	79.4
<i>Total Demand:</i>	
• Total	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

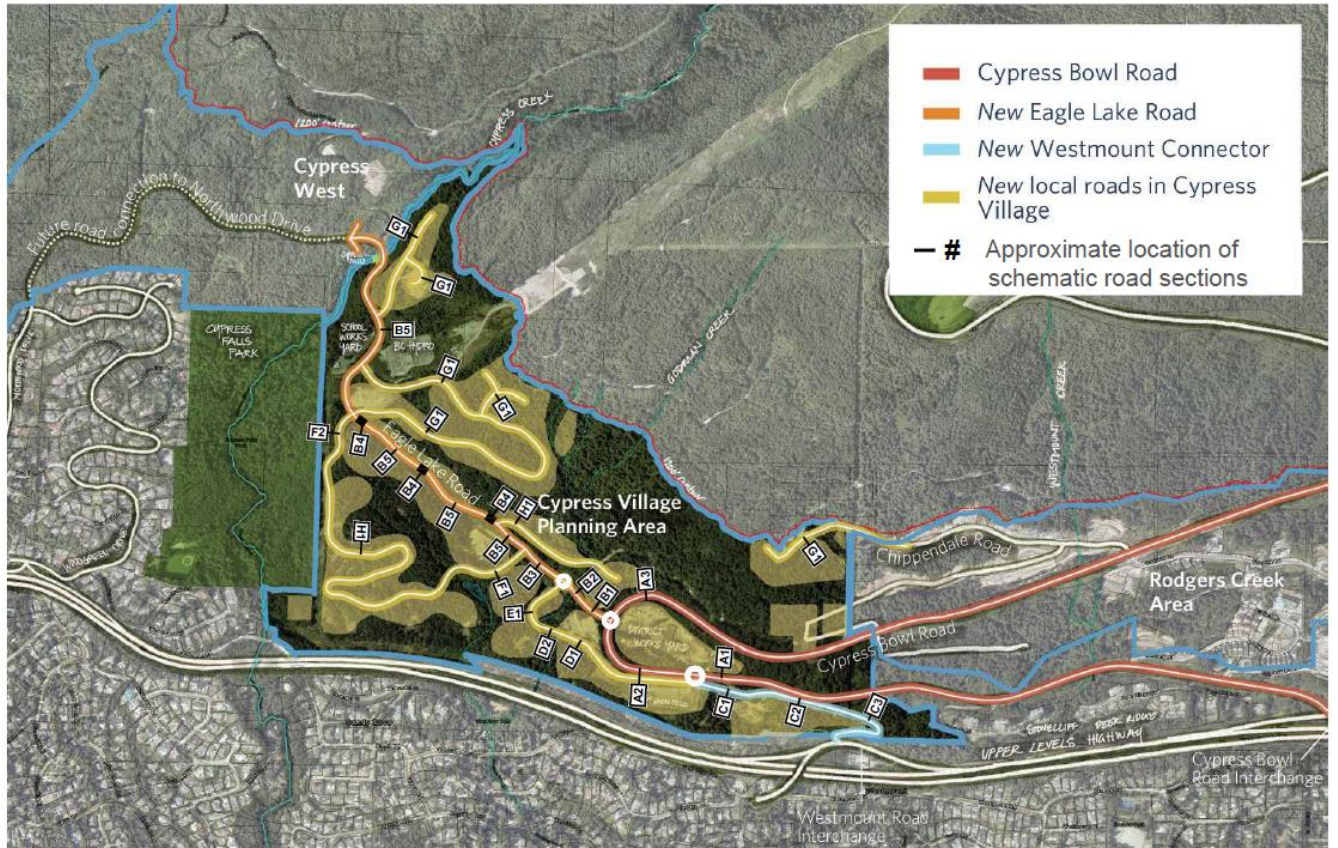
- 14.1 All new electrical and communications utilities must be underground (i.e. the "Underground Wiring Works").
- 14.2 All new gas utilities must be underground.
- 14.3 Water utility buildings, water reservoirs, rainwater management works, and works ancillary to the Underground Wiring Works and gas 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.

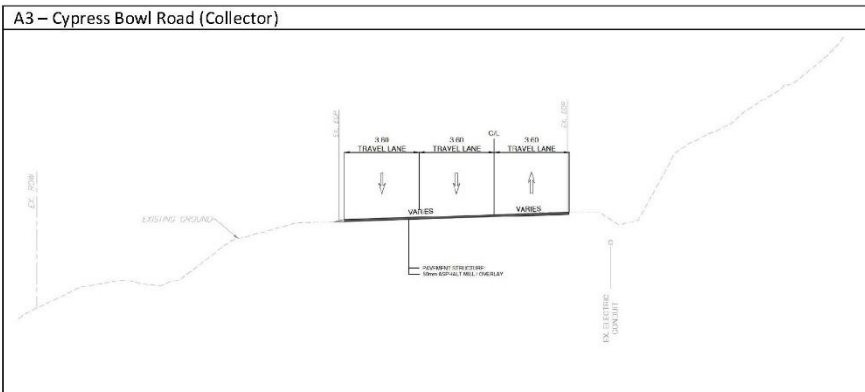
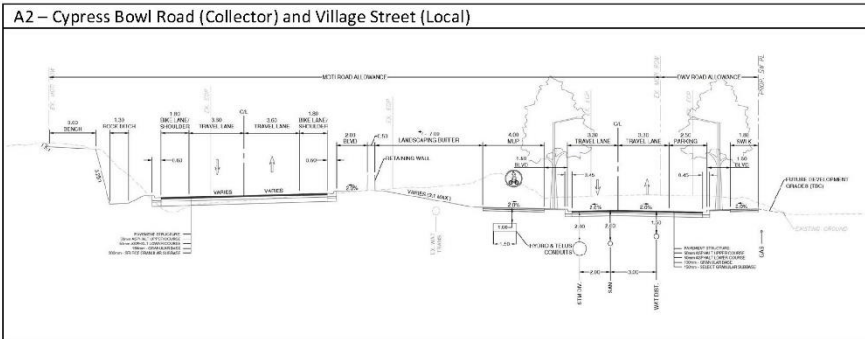
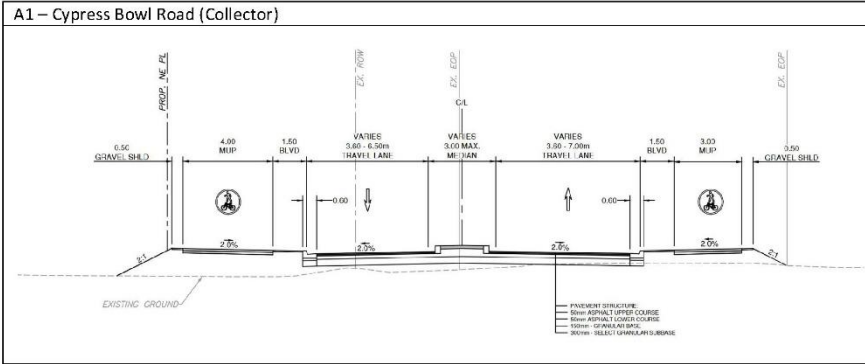
SCHEDULE G – APPENDIX G-B: Cypress Village Schematic Road Sections

Key Plan

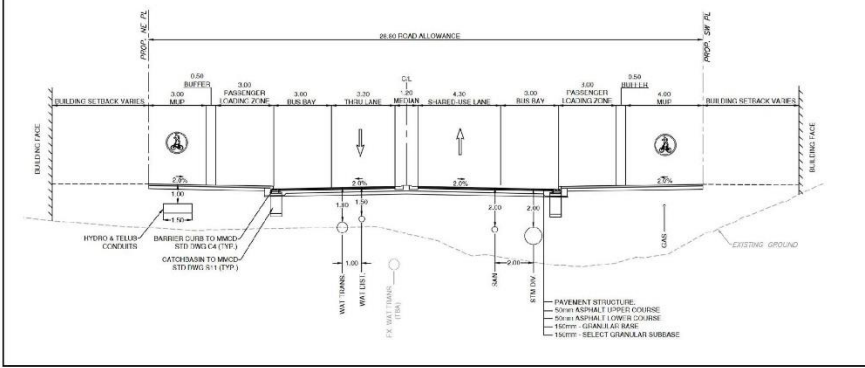


Note: The locations of the bus stop cross sections (B4) are represented schematically on this Key Plan, but the final locations will be confirmed at detailed design.

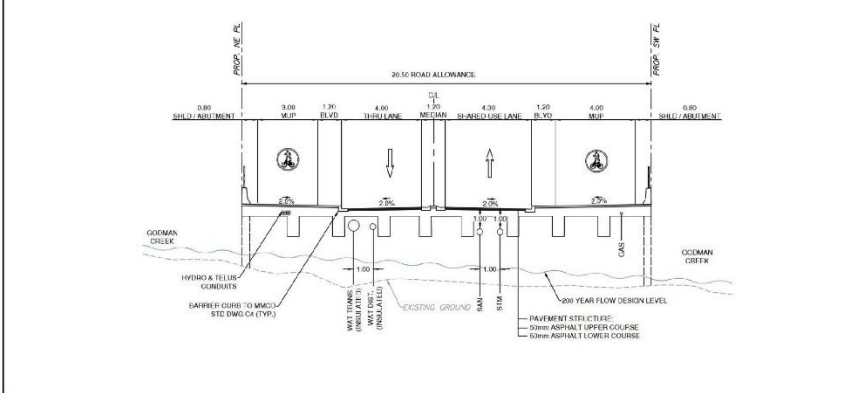
Cross Sections



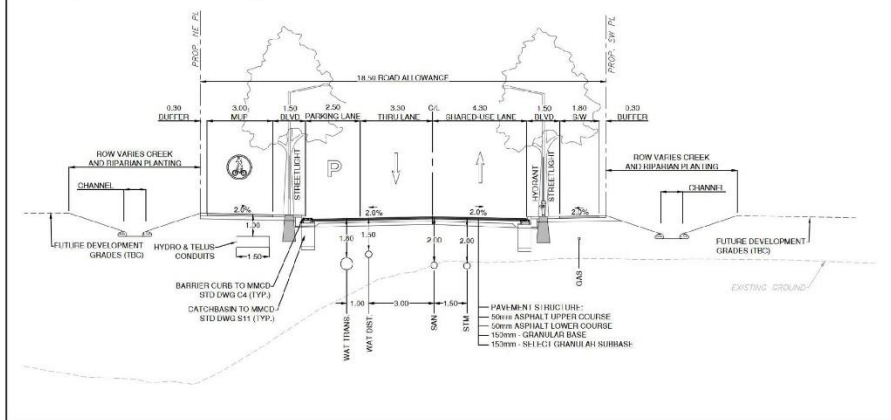
B1 – Eagle Lake Road (Collector)



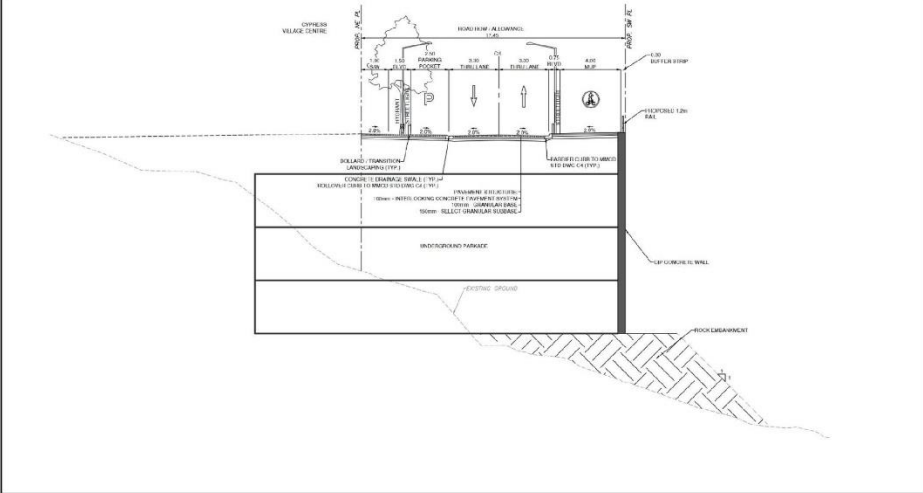
B2 – Eagle Lake Road (Collector)



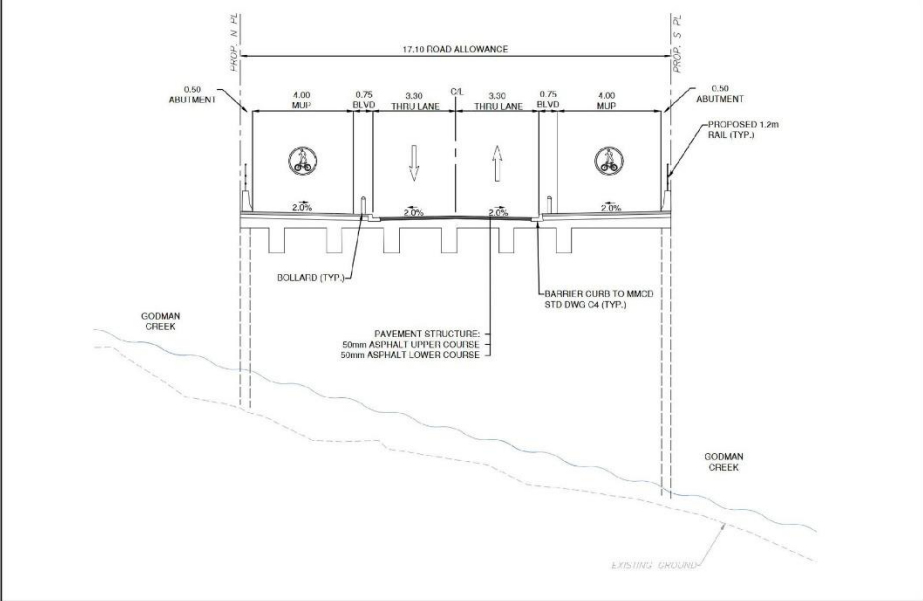
B5 – Eagle Lake Road (Collector)



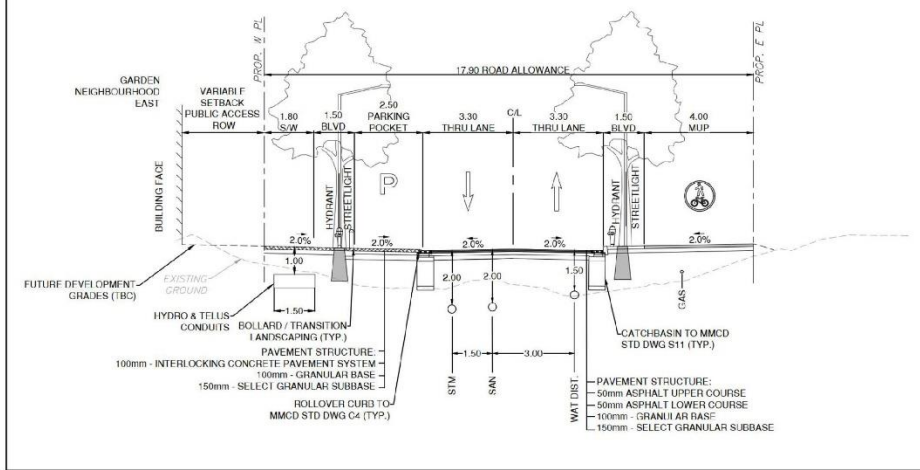
D1 – Village Street Alternative 2 (Local)



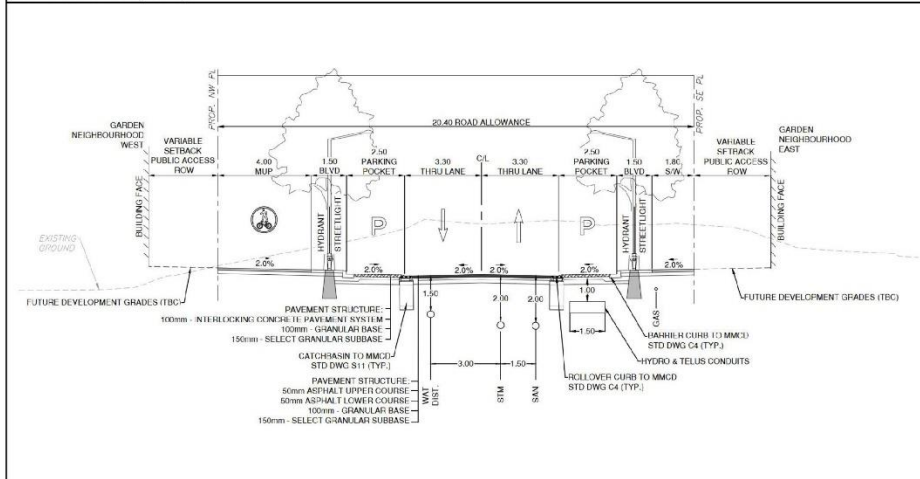
D2 – Village Street (Local)



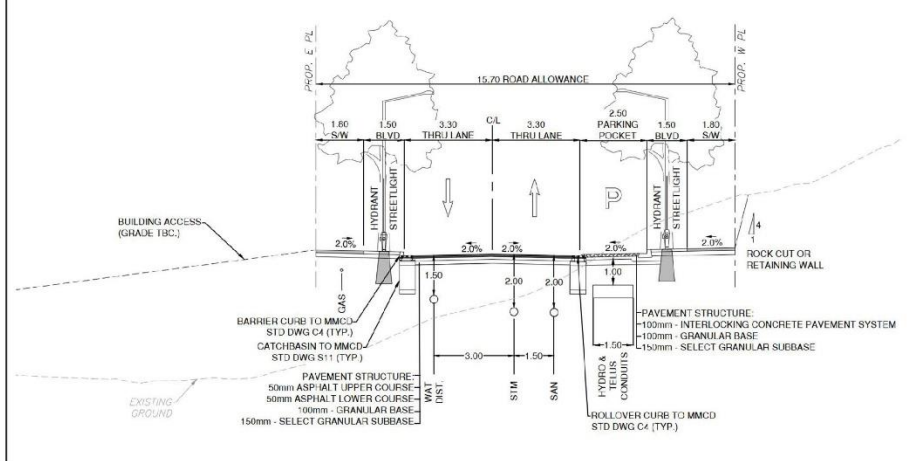
E1 – Local Road (Local)



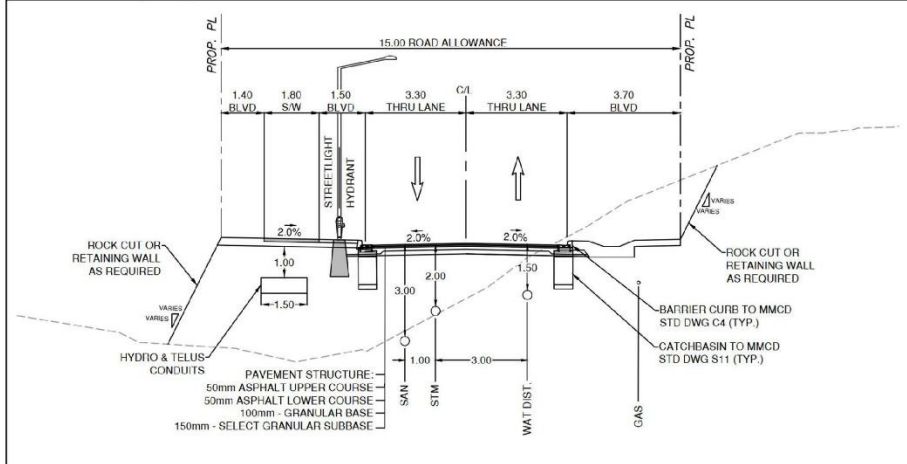
F1 – Local Road (Local)

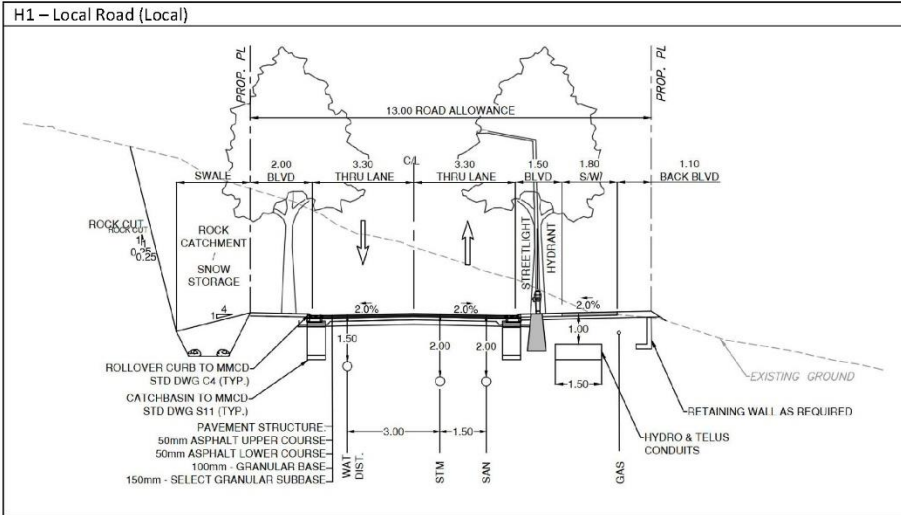


F2 – Local Road (Local)

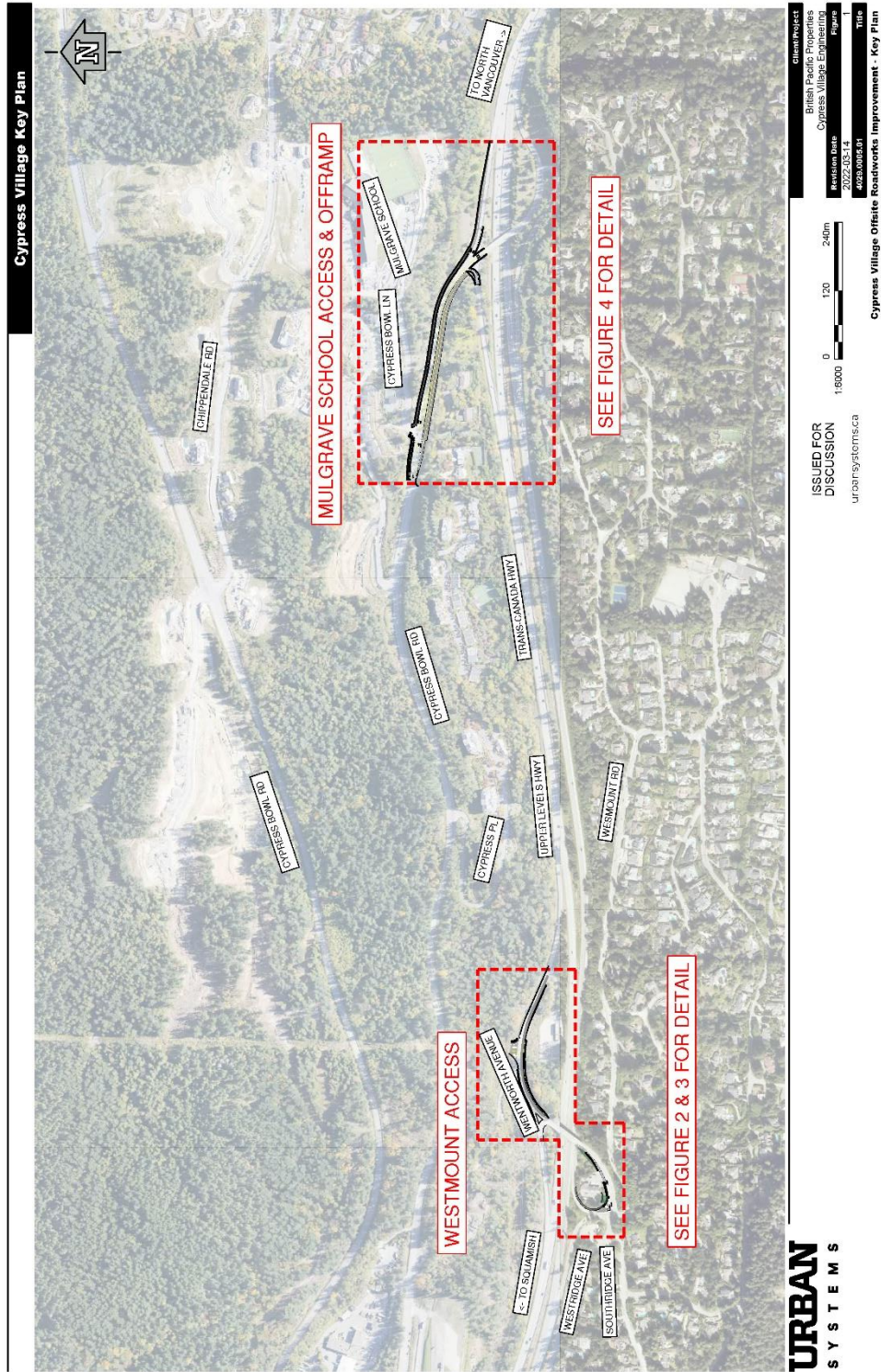


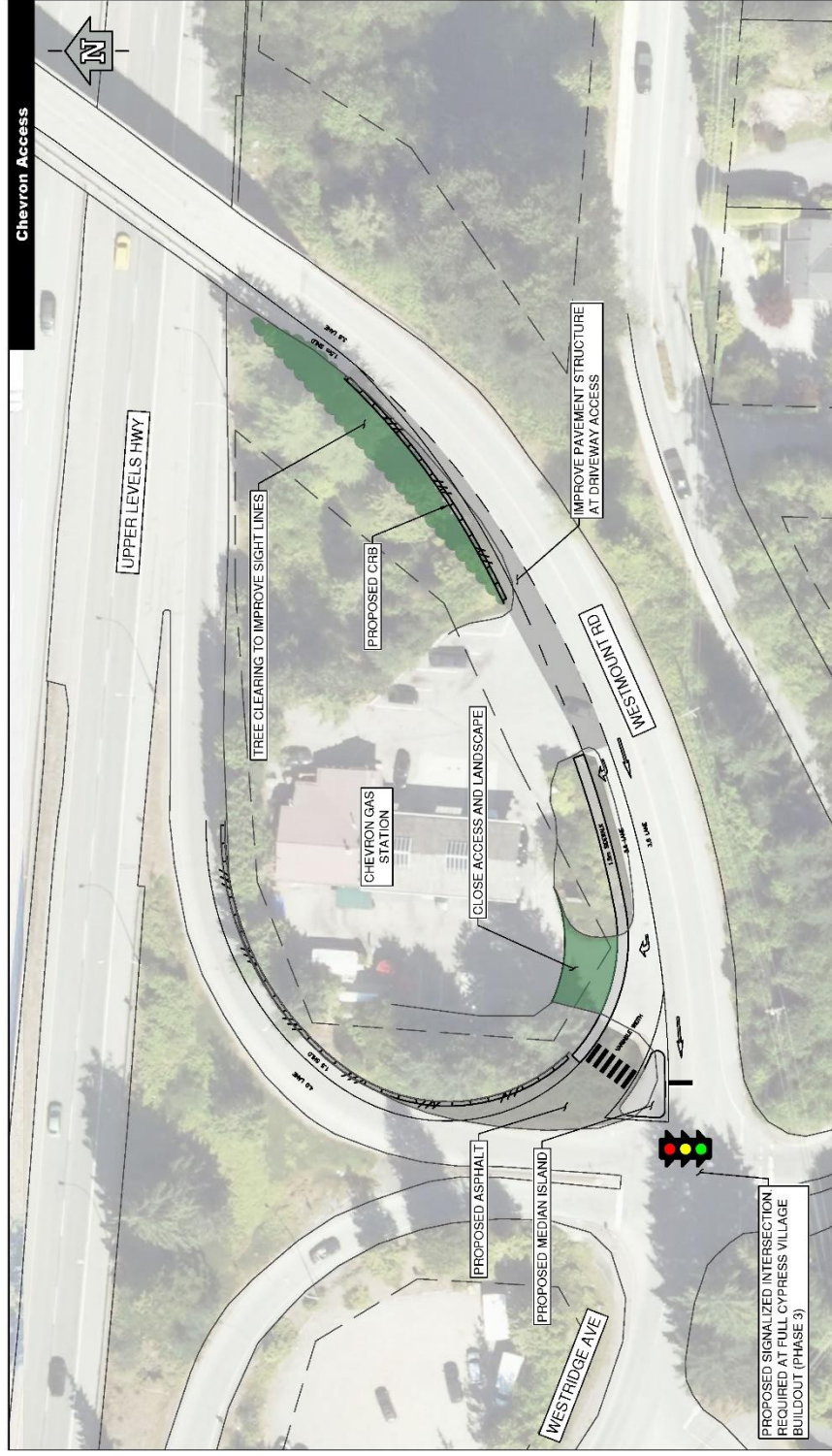
G1 – Local Road (Local)





SCHEDULE G – APPENDIX G-C: Cypress Village Offsite Roadworks Concept Plan





Client/Project
 British Pacific Properties
 Cypress Village Engineering

Revision Date
 2022-03-11

Figure
 2

File
 222-0003-01

Chevron Access - Conceptual Layout

ISSUED FOR DISCUSSION
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Client/Project
 British Pacific Properties
 Cypress Village Engineering

Revision Date
 2022-03-11

Figure
 3

Scale
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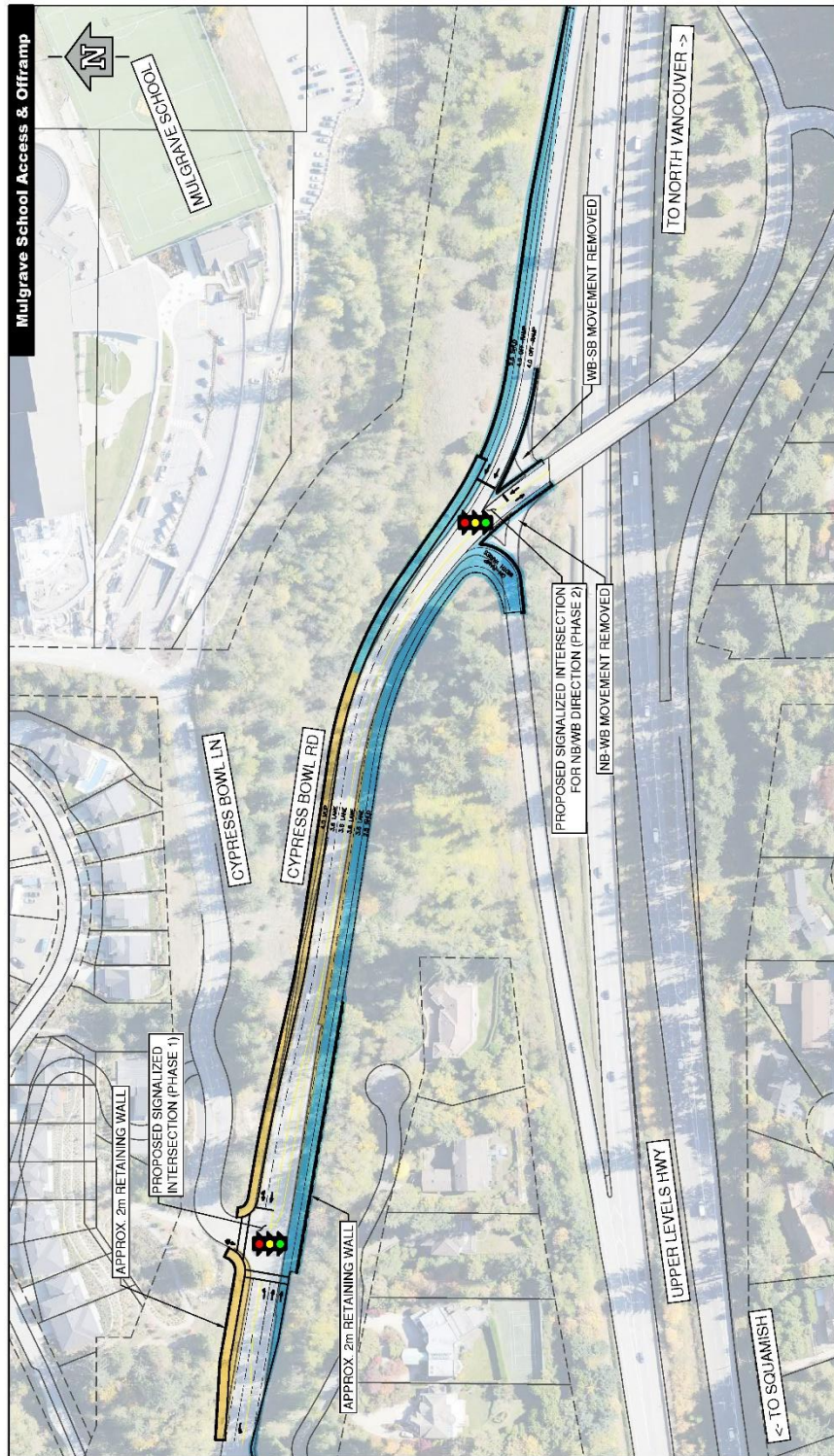
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Westmount Access - Conceptual Layout

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Client/Project
 British Pacific Properties
 Cypress Village Engineering

Revision Base
 2022-03-13
 22030001

ISSUED FOR DISCUSSION
 urbansystems.ca

- PHASE 1**
- CIHT WB widening for additional WB lane
 - CRR EB slight widening for CL shift
 - Signalization Cypress Bowl Lane
- PHASE 2**
- CIHT EB widening for additional EB lane
 - Off-ramp and on-ramp modification
 - Signalization at off-ramp



PHASING PRESENTED IS SCHEMATIC AND TO BE CONFIRMED BY TIA AND DETAILED DESIGN

URBAN SYSTEMS

Mulgrave School Access & Offramp

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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:

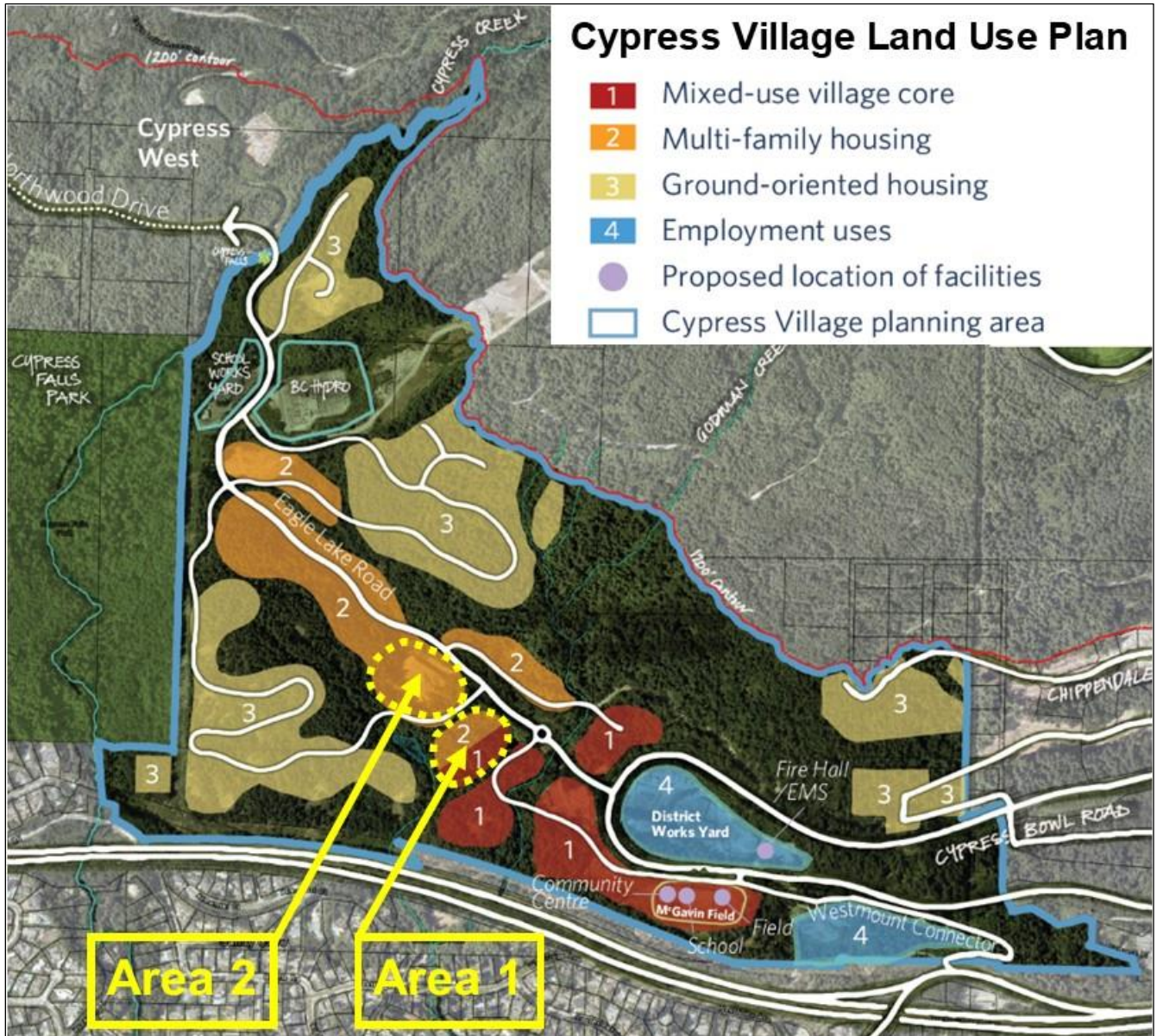
Total Required Parking Spaces	Required number of Disability Parking Spaces to be provided for Adaptable Design Dwelling Units
1 – 25	1
26- 50	2
51 – 100	3
101 – 150	4
151 – 200	5
201 - 250	6
251 – 300	7
301 - 350	8
351 – 400	9
401 - 450	10

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

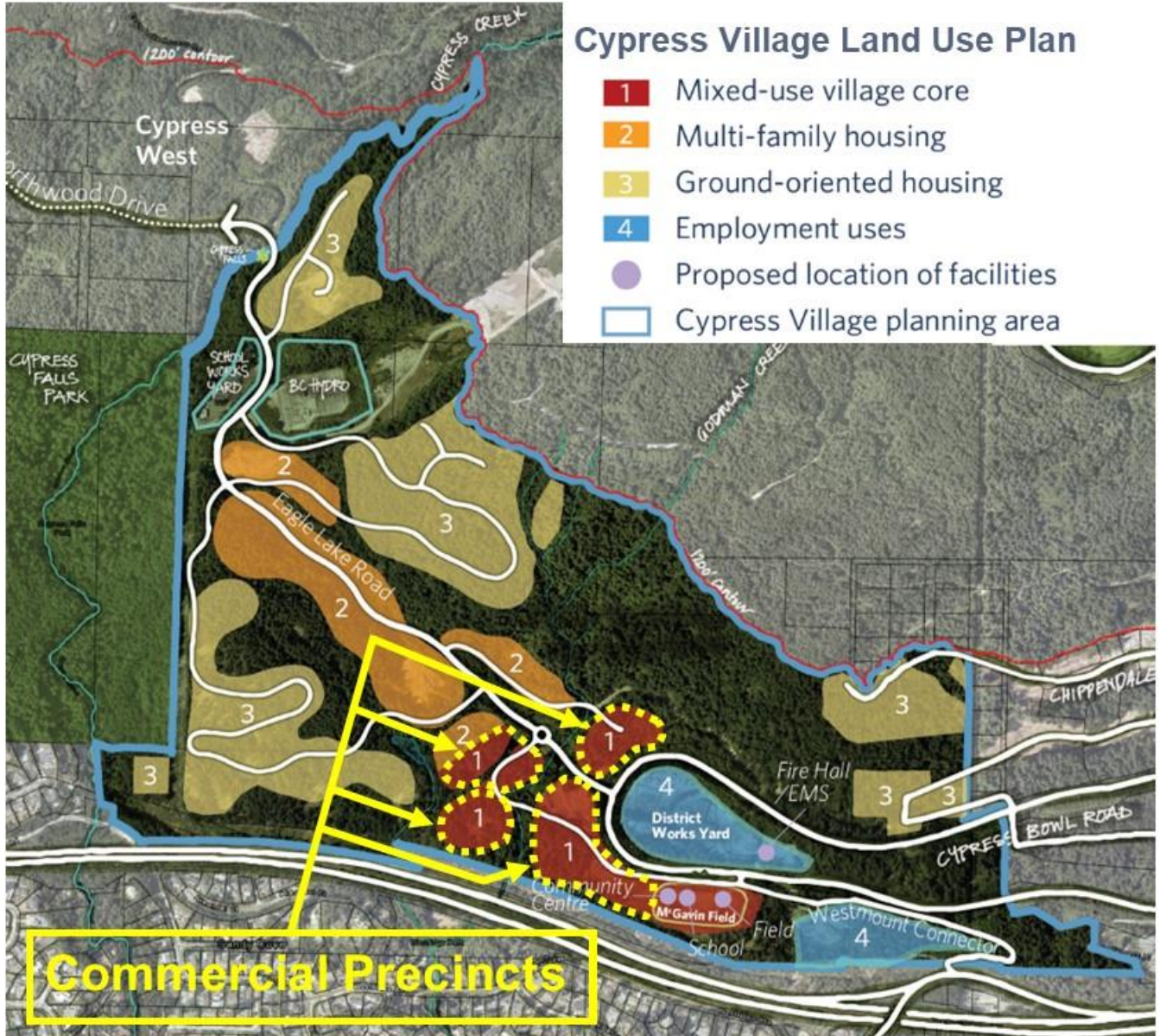
- f) Elevators have well contrasted control buttons
- 2. Circulation:
 - a) Slip resistant flooring
- 3. Building Meeting & Amenity Rooms:
 - a) Provide finishes and materials to absorb sound and decrease echoes
- 4. Unit Entries:
 - a) Door handle at 40" or 1000mm above the floor, with deadbolts placed 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.