

DISTRICT OF WEST VANCOUVER
750 17TH STREET, WEST VANCOUVER BC V7V 3T3

7.

COUNCIL REPORT

Date:	August 12, 2021
From:	Lisa Berg, Senior Community Planner
Subject:	Executive Group Development Application for 657 & 675 Marine Drive and 660 Clyde Avenue
File:	1010-20-16-035

RECOMMENDATION

THAT proposed “Zoning Bylaw No. 4662, 2010, Amendment Bylaw No. 5013, 2021” be read a first time.

RECOMMENDATION

THAT proposed “Housing Agreement Authorization Bylaw No. 5014, 2021” be read a first time.

RECOMMENDATION

THAT proposed “Heritage Designation Bylaw No. 5015, 2021” be read a first time.

RECOMMENDATION

THAT proposed “Zoning Bylaw No. 4662, 2010, Amendment Bylaw No. 5013, 2020” and proposed “Heritage Designation Bylaw No. 5015, 2020” be presented at a public hearing on October 19, 2021, at 6:00 p.m. in the Municipal Hall Council Chamber, and that notice be given of the scheduled public hearing.

RECOMMENDATION

THAT proposed “Development Permit No. 16-035” be presented at a public meeting scheduled for October 19, 2021, at 6:00 p.m. in the Municipal Hall Council Chamber, to be held concurrently with the public hearing scheduled for October 19, 2021, at 6:00 p.m. in the Municipal Hall Council Chamber, and that notice be given of the scheduled public meeting.

RECOMMENDATION

THAT a proposed section 219 development covenant attached as Appendix F to the report by the Senior Community Planner dated August 12, 2021, be presented as part of the development package.

1.0 Purpose

This report outlines an application to rezone 657 & 675 Marine Drive and 660 Clyde Avenue (**Appendix A**) to Comprehensive Development Zone 58 (CD58) to allow for the construction of an 8-storey residential building containing 89 units and heritage protection of the existing “Woyat-Bowie” commercial building. Presented as part of the development package are:

- a bylaw serving to amend the zoning bylaw;
- a housing agreement (implemented by bylaw) to secure 21 purpose-built rental units in perpetuity;
- a bylaw to designate the existing commercial building as a municipal heritage resource;
- a development permit to regulate the form and character of the proposed development; and
- a development covenant to:
 - allocate density;
 - secure the delivery and public use of the parkette, plazas, and pathways;
 - secure the delivery of civil works and services;
 - decouple residential parking; and
 - secure sustainability and adaptability features.

2.0 Executive Summary

Executive Park Limited Partnership (Executive Group) has applied for a rezoning of its property from commercial to mixed-use and a development permit to implement the goals and objectives of the Marine Drive Local Area Plan (LAP).

The application has been assessed in context of the broad objectives of the Official Community Plan (OCP) and the local policy directions set out in the LAP. The Design Review Committee (DRC), the North Shore Accessibility Committee on Disability Issues (ACDI), the Public Art Advisory Committee (PAAC), and the Heritage Advisory Committee (HAC), have each considered the proposal and expressed support.

In summary, staff recommends support of the proposal. The application appropriately responds to area context, is consistent with the LAP, and delivers public benefits including purpose-built rental housing, heritage protection of the “Woyat-Bowie” building, and public realm improvements. In addition to these benefits, the development will provide a financial contribution that will advance other community amenity objectives of the LAP as determined by Council.

Staff recommends that Council schedule a public hearing and concurrent public meeting. Prior to the public hearing, the applicant will be required to host a public information meeting.

3.0 Legislation/Bylaw/Policy

The *Local Government Act* (LGA) requires that a public hearing be held on the proposed rezoning and heritage designation bylaws and authorizes the District to enter into a housing agreement. The LGA enables municipal heritage conservation tools, including heritage designation.

Zoning Bylaw

The site is currently zoned C2 (Commercial 2), CR1 (Commercial Restricted 1) and CR2 (Commercial Restricted 2). A rezoning is required. The proposed Comprehensive Development Zone (CD58 – North East Corner Marine Dive & Taylor Way) is a site-specific zone that reflects the development proposal and regulates the proposed land use based on it (**Appendix C**).

Housing Agreement Authorization Bylaw

The proposed housing agreement serves to secure 21 units for rental tenure for the life of the building. The proposed bylaw will authorize the housing agreement (**Appendix D**).

Heritage Designation Bylaw

In exchange for transferring the permitted density from 660 Clyde Avenue to the remainder of the development site as identified in the LAP, the proposed heritage designation bylaw (**Appendix E**) would designate the “Woyat-Bowie” building as a municipal resource and ensure its ongoing protection and maintenance in accordance with the statement of significance (attached to the proposed bylaw).

Development Covenant (Legal Agreement)

The proposed development covenant (**Appendix F**) sets out the developer’s obligation to deliver public access, public realm improvements including a landscaped parkette and separated bike lane, secures adequate service levels, decouples the residential parking, and secures sustainability and adaptability features. The covenant is presented as part of the development package and is substantially completed, pending acceptance for registration at the Land Titles Office.

4.0 Council Strategic Objective(s)/Official Community Plan

2020 – 2021 Council Strategic Goals and Objectives

Applicable strategic goal and objectives:

- Goal 1.0: Significantly expand the diversity and supply of housing, including housing that is more affordable.

- Objective 1.1: Ensure that 250 housing units are approved per year over the next 5 years, of which approximately 50 are rental units and include accessible housing units.

Official Community Plan (OCP)

The OCP identifies the site as part of the Park Royal – Clyde Avenue Sub-Area. The Marine Drive Local Area Plan (LAP) provides the policy at the neighbourhood scale to guide land use and development. Included are design guidelines to provide direction on the form, height, massing and character of buildings as well as the public spaces and landscape between.

The LAP enables rezonings for a variety of land uses, including residential, mixed commercial and residential (with street-oriented commercial uses at grade), offices, hotels, and specialized residential facilities.

For this site, the LAP calls for:

- A density of development with:
 - a Floor Area Ratio (FAR) up to 1.75;
 - a density bonus up to 0.25 FAR for the provision of rental housing; and
 - total maximum FAR: 2.0.
- The transfer of development potential:
 - if the old service station site at the north east corner of Taylor Way and Marine Drive is converted into an attractive, permanent landscape feature to screen the parking structure and beautify the entrance to the municipality; and
 - from the primary heritage listed site at 660 Clyde Avenue, subject to its heritage designation.

The proposal is consistent with the OCP.

5.0 Financial Implications

5.1 The proposal will deliver Community Amenity Contributions (CACs) and applicable Development Cost Charges (DCCs). CACs address growth-related impacts resulting from rezonings and DCCs fund upgrading or provision of infrastructure services resulting from development.

6.0 Background

6.1 Previous Decisions

At the September 17, 2018 Council Meeting Council passed a notice of motion regarding the Marine Drive / Taylor Way Gateway Project. Council directed staff to:

1. Establish a staff committee for the Gateway design program, a work plan and budget;

2. Include in the project scope consideration of any roadway improvements to ease traffic congestion and enhance active transportation opportunities (e.g. cycling network);
3. Meet with key stakeholders including residents of the Evelyn development, property owners West Royal Strata Council, Larco / Park Royal, the Executive Group and Darwin Construction (now Denna Homes) to develop a coordinated approach to the project; and
4. Coordinate with the Public Art Advisory Committee and provide progress reports and recommendations for the consideration of Council.

6.2 History – none.

7.0 Analysis

7.1 Discussion

Physical and Site Context

The site is located at the northeast corner of Marine Drive and Taylor Way, with access from Clyde Avenue and 6th Street. To the west of the site is a multi-level concrete parkade serving Park Royal, with interconnected ramps and overpasses that tie into the overall road network. East of the site are two 2-storey commercial and office buildings, a 4-storey rental apartment building and a 5-storey multifamily development (Water's Edge) east of 6th Street. To the north is a mix of land uses, including a surface parking lot and a 5-storey seniors' assisted living facility (Amica). Across Marine Drive to the south are the West Royal Towers (25- and 19-storey condominium buildings) and kitty-corner to the site is the Gateway Residences (16- and 19-storey buildings), a mixed-use project that is currently under construction.

The site is comprised of four separate lots with three addresses: 660 Clyde Avenue, 675 Marine Drive and 657 Marine Drive, that when consolidated create a "J" –shaped site. The site is approximately 5,004 m² with a heritage¹ commercial building at 660 Clyde Avenue. The corner lot at Marine Drive and Taylor Way, 675 Marine Drive, is vacant, but was formerly a gas station. The office building at 657 Marine Drive was recently demolished and is now vacant (see Figure 1).

¹ The building at 660 Clyde Avenue is listed on the District's Community Heritage Register and is in the "West Coast Survey of Significant Architecture, 1945 – 1975".

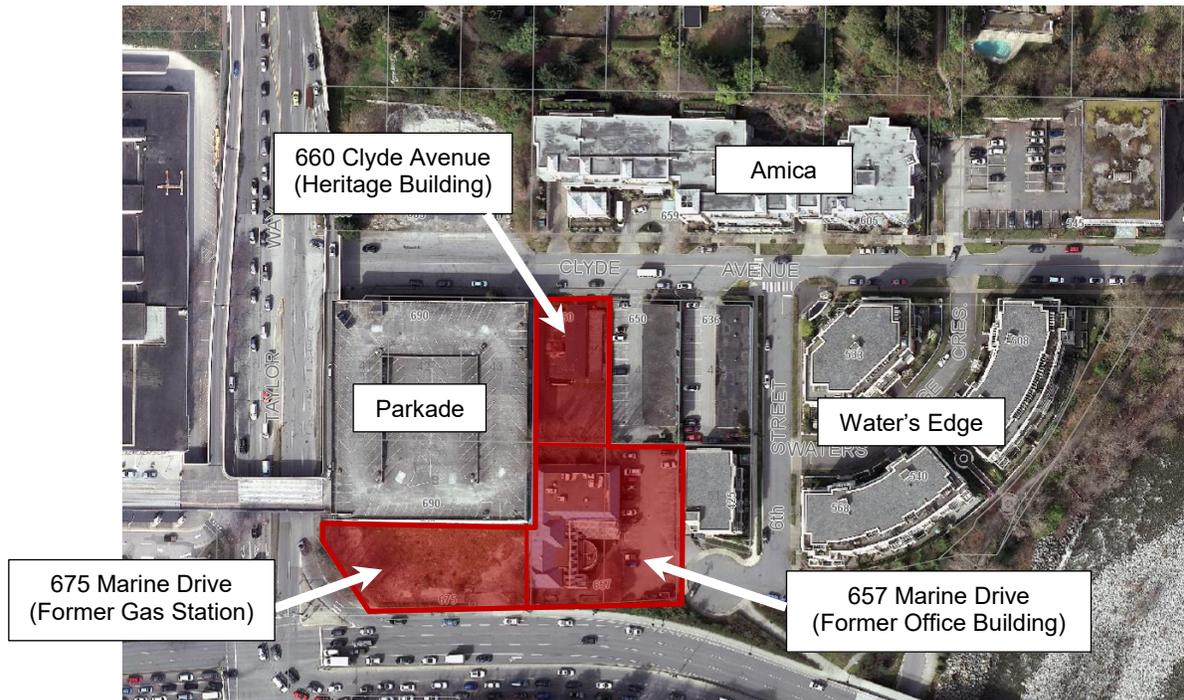


Figure 1: Site Context

Positioned within close proximity to Park Royal and the Capilano River, the site is part of an evolving transit-oriented community that is close to employment, commercial services, public amenities, rapid transit service, recreational opportunities, and includes a variety of housing types.

The Proposal

The applicant proposes to rezone the site, construct an 8-storey residential building, and designate the existing office building at 660 Clyde Avenue as a protected heritage resource. Key features of the proposal are:

- FAR of 2.0;
- 89 residential units:
 - 68 market condos; and
 - 21 rental units (secured via a Housing Agreement).
- public realm additions including pedestrian connections and plazas, a separated bike path, a “parkette,” and new landscaping;
- resident amenity areas including children’s play equipment, a water feature, and gardening areas;
- 112 underground parking spaces;
- 93 bike storage lockers;
- Level 2 EV charging; and
- 43% site coverage.

The proposal is consistent with the Marine Drive Local Area Plan (LAP). See **Appendix B** for the Project Profile and **Appendix G** for the proposed Development Permit. The proposed development is shown in Figure 2.



Figure 2: Proposed development (looking northwest)

Project Evaluation

1. Overall

The proposal aligns with the policies and objectives of the Marine Drive Local Area Plan (LAP) and guidelines. It will positively contribute to the Clyde Avenue area with purpose-built rental housing and other improvements including pedestrian connections and a separated bike lane.

2. Building Design

The proposed building is West Coast modern fitting contextually within its urban setting as a signature building along Marine Drive. The building will frame the gateway to West Vancouver being opposite from the West Royal towers and the Gateway Residences as part of a mixed-use, transit-oriented, vibrant urban centre.

Surrounding developments inspired the design of the building including strong horizontal expression, colours, and window patterning. Materials such as brick masonry and heavy timber are compatible with the heritage building at the north of the site designed by West Coast architects Fred Hollingsworth and Barry Downs.

The built form, density and height are compatible with the development pattern of the area. The LAP establishes the building hierarchy for the Marine Drive and Taylor Way intersection, with emphasis on the West Royal towers and Gateway Residences. In response, the proposed building wraps the existing parking structure and marks the entrance to West Vancouver with a taller main volume that terraces down toward the intersection. The building relates to and creates a strong presence on Marine Drive.

The unique shape of the site provides opportunity for a terraced building that spans and splits into different elements. The eastern portion of the building is eight storeys with a west wing that splits off and terraces down from six to four storeys and a north wing that terraces down to two-storey townhouses. The terracing and stepping down of the building creates an appropriate scale to the public realm and relates to the immediate context.

See Figure 3 for a view of the proposed building looking northeast.



Figure 3: Proposed building, looking northeast.

3. Urban Design and Public Realm

The overall urban design approach and the public realm intent is to integrate the proposal within both its immediate context and the natural environment. The parkette at the western end of the development, ground-oriented units with patio space facing Marine Drive, and interior mews enhance the public realm. The ground plane addresses the arrival sequence, common amenity areas, and public connections to adjacent streets, neighbouring developments, and the recreation network are integrated.

Public walkways will connect Marine Drive, 6th Street, Taylor Way and Clyde Avenue. Further, the applicant proposes to underground utility poles (at its sole cost) along the Marine Drive frontage to improve the overall visual aesthetic of the area.

- a. **Pedestrian Connections:** Pedestrian connections are planned that will connect the site to its surroundings:

North and South: a pedestrian pathway will connect the site from Marine Drive to Clyde Avenue. It will run through an opening in the new building on Marine Drive through to a landscaped mews. The width of the path varies as it makes its way through connecting interior pathways and plaza spaces.

East and West: Along the southern edge of the site, pedestrians will be able to connect from 6th Street through the arrival plaza and up onto the dedicated sidewalk along Marine Drive. Pedestrians would have the ability to pass through the building opening and head west between the west wing and the adjacent parkade, or continue along Marine Drive arriving at the parkette at Marine Drive and Taylor Way. A new sidewalk, separated bike lane, street trees and landscaping, and undergrounded utility poles will refresh the appearance and functionality of the area.

Figure 4 shows a view of the building opening and Figure 5 shows the public pedestrian connections.



Figure 4: Building opening looking north from Marine Drive

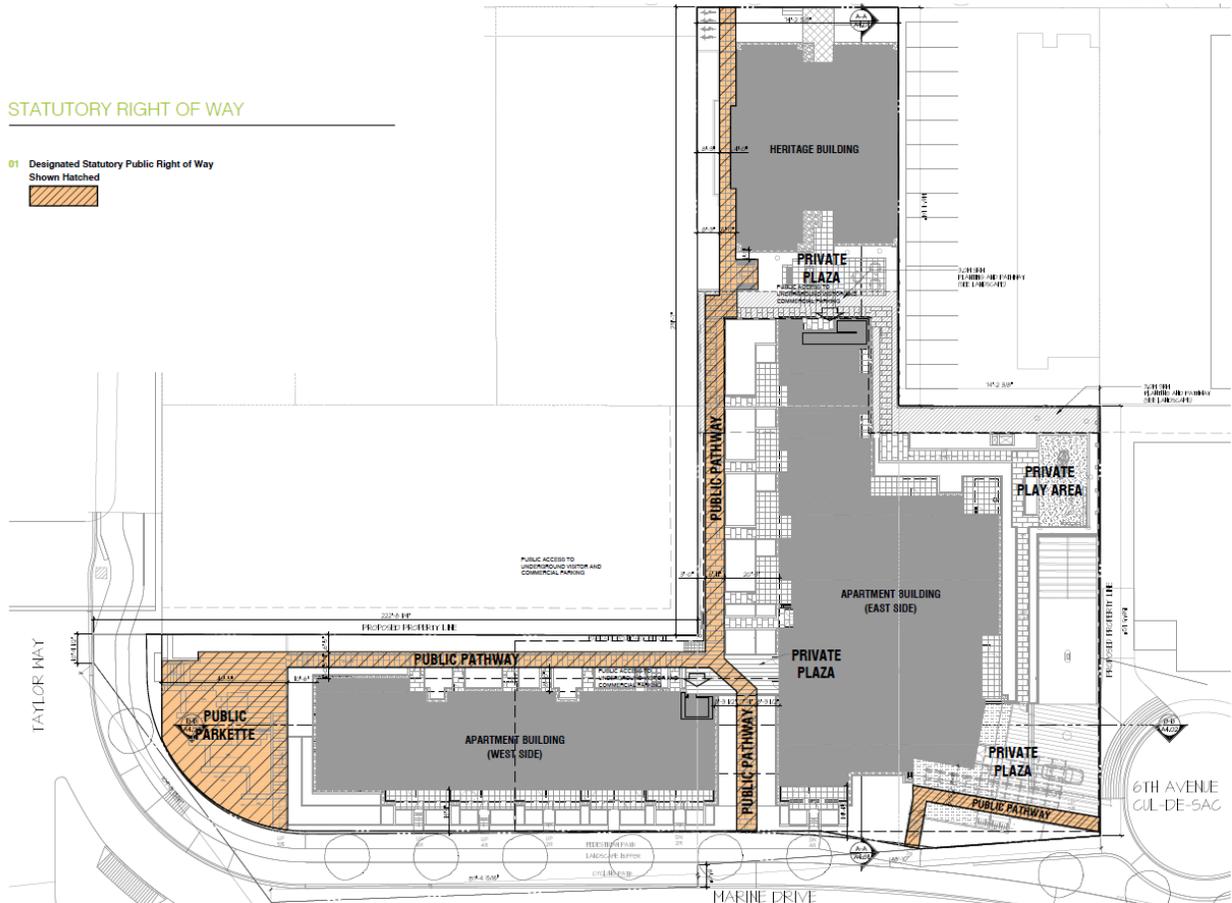


Figure 5: Public pedestrian connections (shown hatched)

- b. **Parkette:** The western portion of the site, next to Taylor Way, is a publicly accessible parkette. It will be elevated from the street by a series of stone fin walls along the western perimeter providing a southern exposure. A stone-paver sidewalk will bring pedestrians to the parkette, which features a paved plaza and seating opportunities. The applicant proposes to furnish the space with various benches, tables and other pedestrian-oriented amenities. Landscaping will include perennial gardens and trees. Where possible, the existing vine that is growing up and across the parkade and overhead ramp will be retained, as it softens the visual impact of the parkade structures and adds seasonal colours and interest. New trees and plantings will be added next to the parkade to further screen it.

The plans show a designated area for public art as part of future integrated installation projects. This installation and all frontage improvements will be coordinated with the ongoing Marine Drive / Taylor Way gateway project as directed by Council.

The strata will own and maintain the parkette and the development covenant secures public access. Figure 5 shows a view of the parkette.



Figure 5: Parkette, looking east

- c. **Resident Open Space:** The grounds around the wings of the building are composed of a sequence of common spaces for residents including social gathering spaces, a children's play area and connected walkways. The open space areas wrap around the building and blend with the areas that are available to the public.

There is an amenity courtyard for residents to the north of the building. It is connected by well-lit wide paved pathways that provide access from exits and elevators and allows for full circulation around the site. The children's play area is to the northeast of the site and is designed with natural play elements and a focal piece of play equipment. The grounds will be fully landscaped, including a courtyard to complement the heritage building architecture.

The building also features an extensive green roof system with drought-tolerant sedums, which provide further green space for the building occupants. Private patios and terraces feature intensive shrub planting for privacy.

4. Housing

Providing a variety of housing options contributes to healthy, complete communities. West Vancouver's supply of purpose-built rental housing is made up of approximately 1,900 units most of which were built in the 1960s and 1970s. This stock is now 40 to 50 years old. While the District has taken measures to prevent the loss of rental housing to strata ownership, the District does not currently have bylaws to prevent demolition of a rental apartment building or require that a redeveloping property remain rental, and has limited incentives to encourage new rental housing.

The rental housing inventory has gradually increased by 622 units since 1979, approved through major redevelopment proposals in recent years, however, construction has lagged. At the time of writing this report, just over 60 rental units are completed. The proposal would add 21 new units (representing 24% of the total units in the project) to the District's ageing rental stock.

The proposed 21 rental units are located in the west wing of the building and would be secured in perpetuity through a Housing Agreement (**Appendix D**). The units are located on floors 1 to 3 and offer a variety of unit types and sizes, including studio, 1 and 2 bedrooms.

5. Heritage

Heritage Value & Designation

The commercial building at 660 Clyde Avenue, known as the "Woyat-Bowie Building," was added to the West Vancouver Community Heritage Register in 2019. Constructed in 1966, the building is significant because it is an early and intact example of a commercial building, for its expression of the West Coast aesthetic in a non-residential form, and its association with the architects Fred Hollingsworth and Barry Downs.²

The applicant proposes to protect the building through legal heritage designation in exchange for the provision for the transfer of development potential on the site in accordance with policy direction of the LAP.

The designation would legally protect the building as a heritage resource, ensure its long-term preservation, and would require a Heritage Alteration Permit for future building alterations, unless otherwise exempted as per the terms of the bylaw (**Appendix E**).

Heritage Restoration & Use

The applicant is proceeding with restoration plans for the building in accordance with the Statement of Significance. The plans include building envelope upgrades, improving the energy and seismic performances, reconfiguring the interior layout, and restoring the exterior.

Once restoration is complete, the applicant intends to use the site as a temporary sales presentation centre. The restoration work and temporary use of the building is proceeding independently of the proposed rezoning as the site does not need to be rezoned or designated as a heritage structure for the proposed use and restoration work. The applicant has received the applicable permits for the restoration and temporary use.

6. Advisory Committees

Design Review Committee (DRC)

The DRC considered the proposal at its May 17, 2018 and June 21, 2018 meetings and recommended support of the application, subject to further design development with staff on specified items. The applicant worked to address the comments of the DRC and staff is satisfied with the responses.

North Shore Accessibility Committee on Disability Issues

The ACDI considered the proposal at its July 5, 2018 meeting and was supportive of the application.

Public Art Advisory Committee (PAAC)

The PAAC considered the proposal at its June 13, 2018 meeting regarding the opportunity for public art at the corner (of Marine Drive and Taylor Way). The Committee discussed issues related to public art, including potential costs, site opportunities and constraints, and the process to determine how to deliver public art at this location. Public art will be considered in context with the ongoing Marine Drive / Taylor Way gateway project.

² Statement of Significance prepared by John Atkin History & Research

Heritage Advisory Committee (HAC)

The HAC considered the proposal at its January 10, 2019 meeting and was supportive of the application, the municipal designation, and restoration of the heritage building at 660 Clyde Avenue.

7. Transportation

Access and Arrival

The proposed access is from the cul-de-sac on 6th Street, leading to the parkade ramp. The access forms a part of an integrated arrival sequence for vehicles, pedestrians and cyclists. Primary features of the arrival plaza details are a distinctive striped paver pattern and a water feature. Furnishings include well-crafted user amenities such as bicycle storage, benches, and bollards, all framed with planter walls.

Parking

The LAP promotes reduced parking standards to encourage alternative modes of transportation while minimizing the number of new single occupancy vehicles. The LAP requires a maximum of 101 residential parking spaces.

Proposed are:

- 95 residential spaces;
- 9 visitor spaces; and
- 8 commercial spaces.

Total: 112 spaces

The proposed parking is consistent with the parking ratios in the LAP and zoning bylaw. The proposed amount, type and mixture of parking is appropriate.

Parking Location & Decoupling

The parking spaces are located in the underground parkade for residents, visitors and commercial customers. Short-term resident drop-off, pick up, service vehicles, and loading/moving, etc. is integrated into the entry plaza to minimize its presence.

Parking is decoupled from both the rental and strata units. Residents would have the choice to rent or purchase a parking stall with their unit, which provides flexibility for people who do not require parking. The proposed development covenant secures the decoupled parking. Lastly, the applicant proposes to provide two car share vehicles for residents.

Promoting Transportation Goals

To provide space for a separated bike lane and sidewalk upgrades, portions of the property along Marine Drive and Taylor Way will be dedicated for the purposes of road.

Transportation Impact Assessment

The applicant submitted a transportation study (Traffic Impact Assessment or TIA) as part of the rezoning application. The TIA evaluated the existing allowable land uses (i.e. commercial), the proposed uses, parking, and trip generation rates resulting from the proposal, traffic conditions, nearby intersections and the general context of the area.

The TIA concluded that the parking associated with the development is adequate and that it aligns with the LAP. Generally, the TIA anticipates that the project will have minimal impact on the overall vehicle volumes travelling through the intersections in the area based on the proposed uses (primarily residential). The location of the site on major transportation corridors for vehicles, public transit, pedestrian and bicycle movements on the North Shore has strong connectivity to the surrounding area and promotes alternative modes of transportation. District staff review of the TIA concludes that the findings are satisfactory.

As Marine Drive (at this location) and Taylor Way are under the jurisdiction of the Province, the District referred the TIA to the Ministry of Transportation and Infrastructure (MoTI). Approval by MoTI of the proposed rezoning bylaw is required under the *Transportation Act*.

Construction Parking Management

During construction efforts to minimize traffic impacts on the surrounding area, with prioritization to reduce interruptions to surrounding residents and businesses, will be made. The applicant will explore strategies to reduce disruptions during construction such as coordinating material deliveries during non-peak traffic hours, encouraging workers to take transit, sourcing available parking lots in the area for trades and contractors, and coordinating with the District for any off-site vehicle staging (i.e. large concrete pours).

As part of the building permit, a Traffic Management Plan (TMP) is required and all construction must comply with the noise bylaw.

8. Sustainability

The proposal aligns with the District's expectations for high-performance buildings, including the requirements of the BC Energy Step Code stipulated by the Building Bylaw.

The applicant has committed to reviewing all aspects of sustainability and providing building systems in line with industry best practices and the District's climate emergency goals, including achieving Step 2 plus a Low Carbon Energy System (LCES). This approach aligns with Council's Sustainable Buildings Policy that direct rezoning applications meet an accelerated Step Code and LCES pathway at the time of application.

9. Community Amenities

The applicant proposes a voluntary Community Amenity Contribution (CAC) to address the growth related impacts associated with rezonings. CAC offers typically include either the provision of on-site amenities (if appropriate) or a cash contribution that could be put toward other public benefits. CAC offers take into consideration community needs, area deficiencies and the impact of the proposed development on District services.

Through a negotiated approach with the District, the applicant offers a total voluntary CAC package of \$812,000 comprised of both in-kind and cash contributions described below, as well as heritage designation of the “Woyat-Bowie” building. District staff have reviewed the applicant’s proforma, with confirmation by third party consultants, and conclude that the CAC offered is appropriate and recommend that the offer be accepted.

The proposed CAC is as follows:

Cash CAC

\$354,000 (43.6% of CAC package) to be used toward:

- public realm improvements;
- public art; and/or
- other District projects and initiatives that advance the community amenity goals of the Marine Drive Local Area Plan.

Payment of the cash CAC is required prior to adoption of the rezoning bylaw.

In-Kind CAC:

\$458,000 (56.4% of CAC package) valued as:

- costs associated with creating the publicly accessible plaza at the corner of Marine Drive and Taylor Way.

Approval of timing of specific projects will be brought forward as part of the Capital Plan and Budget process at Council’s discretion.

10. Servicing

The District analyzed the on- and off-site servicing requirements in conjunction with system modelling (at the applicant’s expense) to identify if any upgrades to District infrastructure will be required to service the proposed development. The proposed development covenant contains language to deliver appropriate servicing that will not burden existing utility infrastructure and secures the public interest.

Applicable servicing costs associated with the development are the responsibility of the developer. Servicing costs are in addition to any CACs and Development Cost Charges (DCCs), less eligible set offs. DCCs are payable at the time of building permitting.

8.0 Implementing the Project

8.1 Public Engagement and Outreach

Public Information Meetings

Community consultation regarding the proposal included an applicant-hosted information meeting held on December 5, 2018. Should the proposal advance, the applicant will be required to advertise and conduct a second information meeting prior to the public hearing.

Signage

Should the proposal advance, the applicant will be required to install a development information sign with particulars about the second public information meeting and public hearing.

Public Hearing and Notification

The proposed rezoning and heritage designation bylaws are subject to a public hearing. The recommendation herein proposes the public hearing be scheduled on October 19, 2021. Notice of the public hearing and consideration of the development permit will be given in accordance with District procedures.

Website

In alignment with current practise, a description of the proposal, applicable updates and architectural drawings are on the District website.

8.2 Conditions Precedent to Adoption

Prior to adoption of the bylaws and approval of the development permit, the following requirements must be met:

- registration of the development covenant;
- payment of the voluntary community amenity contribution; and
- Ministry of Transportation and Infrastructure approval on the proposed rezoning bylaw.

8.3 Other Communication, Consultation and Research

Planning staff has consulted with District staff from various departments on the review of the development application. The applicant has worked to address each department's noted comments and are satisfied with the proposal, subject to further detail during the building permit phase, if approved.

9.0 Options

9.1 Recommended Option

Council give first reading to the proposed bylaws and set the date for a public hearing and concurrent public meeting.

9.2 Considered Options

- a) give first reading to the proposed bylaws and set an alternative date (to be specified) for a public hearing and concurrent public meeting; or
- b) defer consideration of the proposal pending the receipt of additional information (to be specified) to assist in consideration of the application; or
- c) reject the application.

10.0 Conclusion

Staff assessment of this rezoning application has concluded that the proposal is consistent with the Marine Drive LAP and is supported. The application proposes a diverse housing mix and provides appropriate community benefits including purpose-built rental housing, heritage designation of the “Woyat-Bowie” building, public realm improvements including public access through the site, and a publicly accessible landscaped parkette. Further, if approved, this application will contribute funds to implement the amenity objectives of the LAP.

Staff recommend that the application be scheduled for a public hearing and concurrent public meeting, together with the development package including the proposed bylaws, development covenant and development permit.

Author:



Lisa Berg, Senior Community Planner

Concurrence



Michelle McGuire, Senior Manager of
Current Planning and Urban Design

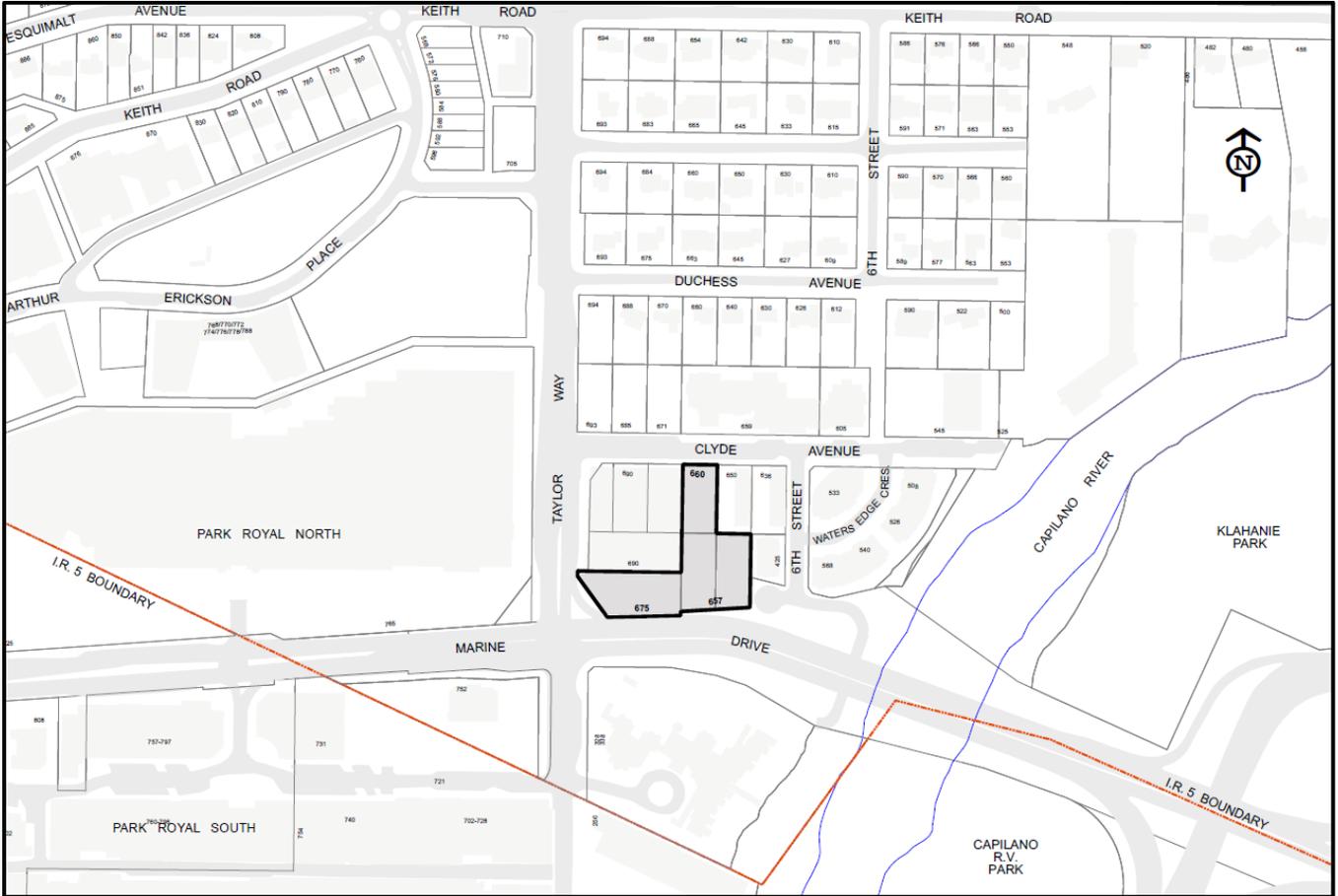
Appendices:

- A. Context Map
- B. Project Profile
- C. Zoning Bylaw No. 4662, 2010, Amendment Bylaw No. 5013, 2021
 - Schedule A - CD58 Zone
 - Schedule B – Zoning Maps Amendment
- D. Housing Agreement Authorization Bylaw No. 5014, 2021
 - Schedule A – Housing Agreement
- E. Heritage Designation Bylaw No. 5015, 2021
 - Schedule A – Statement of Significance
- F. Section 219 Covenant (Development Covenant)
 - Schedule A – Location of Parkette and Pathways
 - Schedule B – Site Plans
 - Schedule C – Public Access SRW Plan
 - Schedule D – SRW Sewer Plan
 - Schedule E – Public Realm Plan
 - Schedule F – Adaptable Design Guidelines
 - Schedule G1 – Baseline Adaptability Measures
 - Schedule G2 – Additional Adaptability Measures
 - Schedule H – Rainwater Design Guidelines
- G. Development Permit No. 16-035
 - Schedule A – Architectural plans, landscaping, adaptability, and sustainability measures, etc.

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APPENDIX A – CONTEXT MAP



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APPENDIX B – PROJECT PROFILE

(at August 12, 2021)

Project:	Executive Parc
Application:	File No. 16-035
Applicant:	Executive Park Limited Partnership (Executive Group)
Architect:	DYS Architecture
Landscape Architect:	Jonathan Losee Ltd.
Property Address:	660 Clyde Avenue (1 lot – commercial heritage bldg)
Legal Description:	Lot 44 District Lot 1039 Plan 2127
PID:	014-020-785
Property Address:	657 Marine Drive (2 lots)
Legal Description:	Lot 52, Except, Firstly; Part in Reference Plan 2711, Secondly: Part on Highway Plan 30 District Lot 1039 Plan 2127
PID:	014-020-840
Legal Description:	Lot 53, Except: Firstly; Part in Reference Plan 2711, Secondly: Part on Highway Plan 30, District Lot 1039 Group 1 New Westminster District Plan 2127
PID:	014-020-858
Property Address:	675 Marine Drive (corner lot, former gas station)
Legal Description:	Lot A District Lot 1039 Plan 11209
PID:	009-125-680
OCP Policy:	Marine Drive Local Area Plan (LAP)
Guidelines:	Marine Drive LAP & Guidelines
Zoning (Existing):	See below
Zoning (Proposed):	CD58 (North East Corner Marine Drive & Taylor Way)
Proposal:	To consolidate 4 lots and rezone the site for an 8-storey residential building with 89 units (including 21 rental units), heritage designation of the commercial building at 660 Clyde Avenue, and public realm improvements.

Address	Site Area:	Existing Zones:	Proposed Zone	Proposed Uses:
660 Clyde Avenue:	1,013.4 sq m	CR1	CD58	Residential and commercial
657 Marine Drive:	1,731.1 sq m	C2		
675 Marine Drive:	2,259.8 sq m	CR2		
Total:	5,004.3 sq m			

APPENDIX B – PROJECT PROFILE

(at August 12, 2021)

Particulars	Proposed	Notes
FAR	2.0	
Site Coverage	43%	
Building Height		
Residential building	30 m	
Commercial building	4.1 m	
Number of Storeys		
Residential building	8	
Commercial building	1	
Building Floor Area (Gross)		
Residential building	9,955 m ²	Exclusion: 269 m ²
Commercial building	293 m ²	
Total:	10,248 m ²	
Number of Units		
Market Condo	68	
Rental	21	
Total:	89	
Setbacks		
All property lines	0 m	
Parking		
Residential:		
Regular Size	73	
Small Car	20	
Accessible	2	
<i>Sub-Total:</i>	95	1.07/unit (ratio)
Commercial:		
Regular Size	6	
Small Car	1	
Accessible	1	
<i>Sub-Total:</i>	8	
Visitor		
Regular Size	5	
Small Car	3	
Accessible	1	
<i>Sub-Total:</i>	9	
Total Parking:	112	
Resident Car Share	2	
Bicycle Parking/Storage:	93	
EV Charging	Level 2 Charging	



District of West Vancouver

**Zoning Bylaw No. 4662, 2010,
Amendment Bylaw No. 5013, 2021**
(657 & 675 Marine Drive and 660 Clyde Avenue)

Effective Date:

Zoning Bylaw No. 4662, 2010, Amendment Bylaw No. 5013, 2021

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District of West Vancouver

Zoning Bylaw No. 4662, 2010, Amendment Bylaw No. 5013, 2021

A bylaw to rezone certain property at 657 Marine Drive, 675 Marine Drive and 660 Clyde Avenue for commercial and residential uses.

Previous amendments: Amendment bylaws 4672, 4677, 4678, 4679, 4689, 4701, 4680, 4710, 4697, 4716, 4712, 4737, 4726, 4736, 4757, 4752, 4767, 4787, 4788, 4784, 4772, 4971, 4805, 4809, 4828, 4854, 4873, 4866, 4895, 4839, 4898, 4927, 4944, 4905, 4974, 4967, 4982, 4962, 4928, 4992, 5001, 5021, 5024, 5009, 4938, 5044, 5055, 5051, 5068, 5065, 5087, 5110 and 5106..

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

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

Part 1 Citation

- 1.1 This bylaw may be cited as “Zoning Bylaw No. 4662, 2010, Amendment Bylaw No. 5013, 2021”.

Part 2 Severability

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

Part 3 Adds the CD58 Zone & Rezones the Site

- 3.1 Zoning Bylaw No. 4662, 2010, Schedule A, Section 600 (Comprehensive Development Zones) is hereby amended by adding Section 658 as the

CD58 – Comprehensive Development Zone 58 (North East Corner Marine Drive & Taylor Way), as set out in **Schedule A** to this bylaw.

- 3.2 The Lands shown shaded on the map in **Schedule B** to this bylaw are rezoned from C2 (Commercial 2), CR1 (Commercial Restricted 1) and CR2 (Commercial Restricted 2) to CD58 – Comprehensive Development Zone 58 (North East Corner Marine Drive & Taylor Way)

Part 4 Amends the Table of Contents

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

Part 5 Amends Zoning Maps

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

FROM: C2 (Commercial 2), CR1 (Commercial Restricted 1) and
CR2 (Commercial Restricted 2)

TO: CD58 – Comprehensive Development Zone 58 (North East
Corner Marine Drive & Taylor Way)

Schedules

Schedule A – CD58 – Comprehensive Development Zone 58 (North East Corner Marine Drive & Taylor Way)

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

READ A FIRST TIME on

PUBLICATION OF NOTICE OF PUBLIC HEARING on

PUBLIC HEARING HELD on

READ A SECOND TIME on

READ A THIRD TIME on

APPROVED by the Minister of Transportation and Infrastructure on

ADOPTED by the Council on

Mayor

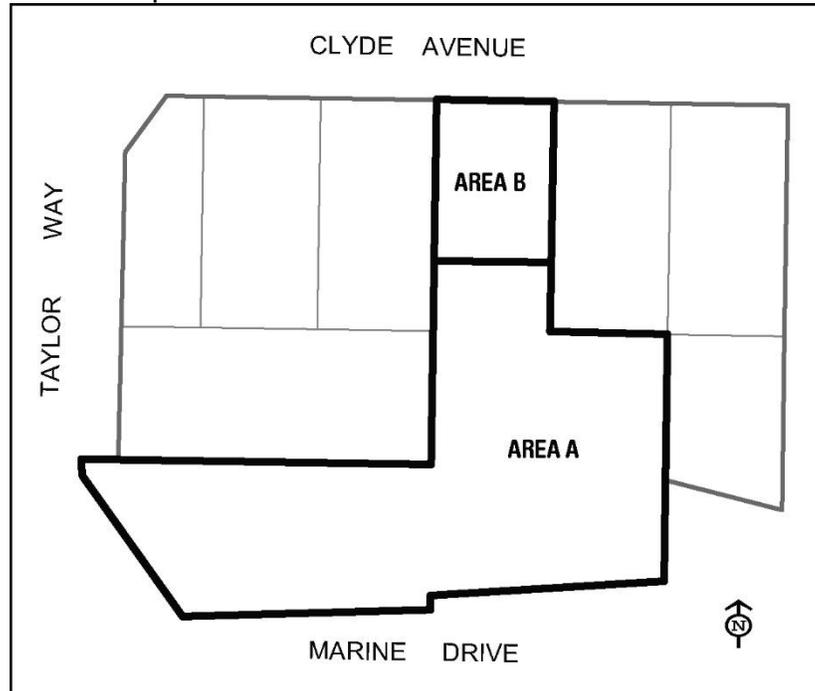
Corporate Officer

Schedule A – CD58 Zone

658 CD58 (North East Corner Marine Drive & Taylor Way)

658.01 Map

Lands zoned CD58 shall be identified as Areas A and B as shown on the map below:



658.02 Permitted Uses

- (1) The permitted uses within **Area A** are as follows:
 - a. accessory uses and structures
 - b. apartment building
 - c. child care
 - d. community care
 - e. home based business
- (2) The permitted uses within **Area B** are as follows:
 - a. child care
 - b. community care
 - c. business or commercial school
 - d. education
 - e. office
 - f. personal or business services
 - g. retail

658.02 Floor Area Ratio

- (1) Total Maximum: 2.0 FAR
- (2) For the purposes of calculating FAR, the site is 5,004.3 square metres, being the size prior to any required highway dedications from the parent parcel
- (3) 270 square metres of amenity space and entrance lobby are excluded in addition to the areas excluded from the calculation of FAR by Section 120.21(2)

658.03 Setbacks

- (1) All property lines: 0 m

658.04 Building Height

- (1) Area A: 30 metres
- (2) Area B: 4.1 metres

658.05 Number of Storeys

- (1) Area A: 8 storeys
- (2) Area B: 1 storey

658.06 Off-Street Parking

- (1) Commercial:
 - a. 8 parking spaces shall be provided within the underground parkade.
 - b. A minimum of 50% of commercial parking spaces are to be provided for customer use (unreserved and not controlled by individual tenant occupants or leaseholders).
- (2) Residential:
 - a. 95 parking spaces for residential use are to be provided.
 - b. 9 parking spaces for visitor use are to be provided.
- (3) A maximum of 112 parking spaces shall be provided, except that additional parking spaces may be provided if those spaces are reserved at all times for vehicles operated as part of a car sharing program.

Schedule B – Zoning Maps Amendment

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

The area shown shaded on the map below rezones the site to CD58.



Area to be rezoned from C2, CR1 & CR2 to CD58



District of West Vancouver

Housing Agreement Authorization Bylaw No. 5014, 2021
(657 & 675 Marine Drive and 660 Clyde Avenue)

Effective Date:

District of West Vancouver

Housing Agreement Authorization Bylaw No. 5014, 2021

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District of West Vancouver

Housing Agreement Authorization Bylaw No. 5014, 2021

A bylaw to enter into a housing agreement.

WHEREAS the Council of The Corporation of the District of West Vancouver and 0875410 B.C. Ltd. are to enter into a housing agreement under section 483 of the *Local Government Act* to restrict the use of the land;

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

Part 1 Citation

- 1.1 This bylaw may be cited as Housing Agreement Authorization Bylaw No. 5014, 2021.

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 Housing Agreement

- 3.1 The District of West Vancouver is authorized to enter into a housing agreement under section 483 of the *Local Government Act*, substantially in the form attached to this bylaw as **Schedule A**, with 0875410 B.C. Ltd. or its nominee, in respect of the land located at:
 - 3.1.1 657 Marine Drive, West Vancouver, BC and legally described as PID 014-020-840, Lot 52 Except, Firstly: Part in Reference Plan 2711, Secondly: Part on Highway Plan 30 District Lot 1039 Plan 2127;
 - 3.1.2 657 Marine Drive, West Vancouver, BC and legally described as: PID 014-020-858, Lot 53, Except, Firstly: Part in Reference Plan

2711, Secondly: Part on Highway Plan 30, District Lot 1039 Group 1 New Westminster District Plan 2127;

3.1.3 675 Marine Drive, West Vancouver, BC and legally described as: PID 009-125-680, Lot A District Lot 1039 Plan 11209; and

3.1.4 660 Clyde Avenue, West Vancouver, BC and legally described as: PID 014-020-785, Lot 44 District Lot 1039 Plan 2127.

3.2 The Mayor and Corporate Officer are authorized to execute and deliver the housing agreement.

Schedules

Schedule A – Housing Agreement

READ A FIRST TIME on

READ A SECOND TIME on

READ A THIRD TIME on

ADOPTED by the Council on

Mayor

Corporate Officer

**Schedule A – Housing Agreement
PART 2 – TERMS OF INSTRUMENT**

**HOUSING AGREEMENT AND COVENANT
(Section 483 *Local Government Act* and Section 219 *Land Title Act*)**

THIS AGREEMENT dated for reference the 31st day of May, 2021 is

BETWEEN:

0875410 B.C. LTD., Inc. No. BC0875410
C/O EXECUTIVE PARK GP LTD.
800 1080 Howe Street
Vancouver BC V6Z 2T1

(the “Owner”)

AND:

DISTRICT OF WEST VANCOUVER
750 17th Street
West Vancouver, BC V7V 3T3

(the “District”)

WHEREAS:

A. The Owner is the registered owner of land located in the District of West Vancouver and more particularly described as:

B.

Address:	PID:	Legal Description:
657 MARINE DRIVE	014-020-840	LOT 52, EXCEPT, FIRSTLY; PART IN REFERENCE PLAN 2711, SECONDLY; PART ON HIGHWAY PLAN 30 DISTRICT LOT 1039 PLAN 2127
657 MARINE DRIVE	014-020-858	LOT 53, EXCEPT, FIRSTLY; PART IN REFERENCE PLAN 2711, SECONDLY; PART ON HIGHWAY PLAN 30, DISTRICT LOT 1039 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 2127
675 MARINE DRIVE	009-125-680	LOT A DISTRICT LOT 1039 PLAN 11209
660 CLYDE AVENUE	014-020-785	LOT 44 DISTRICT LOT 1039 PLAN 2127

(together, the “Land”);

C. The Owner wishes to construct on the Land a development consisting of approximately eighty-nine (89) residential dwelling units, with the tenure of twenty-one (21) of the units being restricted to rental tenure (the “Rental

Units”, as further defined below), and the Owner and the District wish to confirm that none of the Rental Units shall be sold separately from any of the other Rental Units;

- D. Section 483 of the *Local Government Act* permits the District to enter into and note on title to land, housing agreements which may include, without limitation, conditions respecting the form of tenure of housing units and the availability of housing units to classes of persons;
- E. Section 219 of the *Land Title Act* permits the registration of a covenant prohibiting the subdivision of land subject to the covenant; and
- F. The Owner and the District wish to enter into this Agreement, which shall be a housing agreement and a covenant, to provide long-term rental housing on the terms and conditions set out herein.

In consideration of \$10.00 and other good and valuable consideration (the receipt and sufficiency of which are acknowledged by both parties), and in consideration of the promises exchanged below, the Owner and the District covenant and agree pursuant to section 483 of the *Local Government Act* and section 219 of the *Land Title Act* as follows:

ARTICLE 1 DEFINITIONS AND INTERPRETATION

1.1 Definitions – In this Agreement, the following words have the following meanings:

- (a) “Daily Amount” means \$500.00 per day as of January 1, 2021, adjusted annually thereafter to the amount calculated by multiplying \$500.00 by the percentage change in the CPI since January 1, 2021, to January 1 of the year that a written notice is delivered to the Owner by the District pursuant to section 4.1 of this Agreement. In the absence of obvious error or mistake, any calculation by the District of the Daily Amount in any particular year shall be final and conclusive;
- (b) “Dwelling Unit” means a self-contained area or set of rooms that contains sleeping, cooking and washroom facilities, and is suitable and intended to be used for residential accommodation;
- (c) “Owner” means the party described on page 1 of this Agreement as the Owner, and any subsequent owner of the Land or of any part into which the Land is Subdivided, and includes any person who is a registered owner in fee simple of a Dwelling Unit from time to time, and any person who has a legal ownership interest in the entity which is the registered owner in fee simple of a Dwelling Unit or the Land from time to time;
- (d) “Rental Unit” is defined in section 2.1 of this Agreement;

- (e) “Residential Tenancy Act” means the Residential Tenancy Act (British Columbia), S.B.C 2002 ch. 78 as may be amended, superseded or replaced from time to time;
- (f) “Subdivide”, “Subdividing” or “Subdivision” means to divide, apportion, consolidate or subdivide the Land or any building on the Land, or the ownership or right to possession or occupation of the Land or any building on the Land, into two or more lots, strata lots, parcels, parts, portions or shares, whether by plan, descriptive words or otherwise, under the *Land Title Act*, the *Strata Property Act*, or otherwise, and includes the creation, conversion, organization or development of “cooperative interests” or a “shared interest in land” as defined in the *Real Estate Development Marketing Act*; and,
- (g) “Tenancy Agreement” means a tenancy agreement, lease, license or other written agreement granting rights to occupy a Dwelling Unit for residential purposes.

ARTICLE 2 USE, OCCUPANCY AND SUBDIVISION OF RENTAL UNITS

- 2.1 Designation by Owner** – The Owner shall, on or before the day the Owner applies for a building permit to construct any Dwelling Units on the Land, designate on the building permit drawings twenty-one (21) Dwelling Units as rental units (each, a “Rental Unit” and collectively, the “Rental Units”), and notify the District’s Director of Planning in writing of the designation.
- 2.2 No Construction** – Before the Owner designates the Rental Units under section 2.1 of this Agreement:
 - (a) the Owner shall not start any construction on the Land; and,
 - (b) notwithstanding that the Owner might otherwise be entitled to a building permit, the District shall not be obliged to issued any building permit authorizing construction on the Land until the Owner has designated the Rental Units under section 2.1 of this Agreement.
- 2.3 Use and Occupancy of Rental Units** – The Owner agrees that every Rental Unit shall be used and occupied only for residential accommodation, by way of a Tenancy Agreement for a term of not less than one (1) month, and only by a person or persons other than the Owner of the Rental Unit, pursuant to the terms of this Agreement.
- 2.4 Tenancy Agreement** – Every Tenancy Agreement the Owner enters into in respect of a Rental Unit shall include a clause entitling the Owner to terminate the Tenancy Agreement if:
 - (a) the Rental Unit is occupied other than for the purpose of residential accommodation;

- (b) the tenant or tenants under the Tenancy Agreement (each, a “Tenant” and collectively, the “Tenants”) makes a Rental Unit available to any other person or persons for any form of rental (by way of assignment, sublease or otherwise) with a term of less than one (1) month,

and in the case of each breach under subsection 2.4, the Owner hereby agrees with the District to forthwith provide to the Tenant a notice of default, subject to and in accordance with the Residential Tenancy Act. If the Tenant fails to cure the default as permitted under the Residential Tenancy Act, the Owner agrees that it shall take such actions as are appropriate to terminate the Tenant’s tenancy in accordance with the Residential Tenancy Act.

2.5 Occupancy Verification – Within two weeks of the District delivering to the Owner, in writing, a request for occupancy verification, the Owner will provide to the District a written statement of the Owner confirming that the occupancy of every Rental Unit complies with section 2.3, provided that the District may make a request under this section no more than once in a calendar year.

2.6 Restriction on Subdivision – The Owner shall not subdivide the Land or any building on the Land unless concurrent with the subdivision the Owner registers as a charge on the title to each of the Rental Units a covenant under section 219 of the *Land Title Act* prohibiting the separate sale or transfer of any of the Rental Units. For greater certainty, nothing in this Agreement shall prevent the Owner from Subdividing the Land such that the Rental Units may be comprised as one or more strata lots of a strata corporation (with or without sections) under the *Strata Property Act* (British Columbia), one or more air space parcels or otherwise as one or more separate legal parcels, provided that the section 219 covenant referenced herein, prohibiting the separate sale of any Rental Unit, is registered as a charge against the title to each of the Rental Units.

2.7 Discharge of this Agreement – If the Owner has:

- (a) designated the Rental Units under section 2.1 of this Agreement;
 - (b) pursuant to one or more valid building permits issued by the District, completed the construction of and received occupancy permits for all of the Rental Units; and
 - (c) subdivided the Land under section 2.6 of this Agreement;
- then in relation to the remainder of the Dwelling Units (and any common property) on the Land, this Agreement shall cease to apply, and the Owner may provide to the District a discharge of this Agreement from the title to

those remainder Dwelling Units (and any common property) and the District shall promptly execute and deliver said discharge(s) to the Owner for filing.

ARTICLE 3 DEMOLITION OF BUILDING CONTAINING RENTAL UNITS

3.1 Demolition – The Owner will not demolish a Rental Unit unless:

- (a) the Owner has obtained the written opinion of a professional engineer or architect who is at arm's length to the Owner and who has been approved in writing by the District, acting reasonably, that it is no longer reasonable or practical to repair or replace any structural component of the building containing the Rental Unit, and the Owner has delivered to the District a copy of the engineer's or architect's report; or
- (b) the building containing the Rental Unit is damaged or destroyed, to the extent of 40% or more of its value above its foundations, as determined by the District, acting reasonably,

and, in each case, a demolition permit for the building containing the Rental Unit has been issued by the District and the building containing the Rental Unit is demolished under that permit. The District may not unreasonably decline to issue said demolition permit so long as the criteria under subsections (a) or (b) above have been satisfied and the Owner has provided the District with all other standard assurances necessary in connection with the demolition.

3.2 Post-Demolition – Following demolition, the Owner will use and occupy any replacement building and Rental Unit in compliance with this Agreement to the same extent and in the same manner as this Agreement applies to the original Rental Unit; however, nothing in this Agreement shall obligate the Owner to construct such replacement building or Rental Units.

ARTICLE 4 DEFAULT AND REMEDIES

4.1 Payment of Daily Amount – The Owner agrees that, in addition to any other remedies available to the District under this Agreement or at law or in equity, if a Rental Unit is used or occupied in breach of this Agreement or the Owner is otherwise in breach of any of its obligations under this Agreement, and the Owner fails to rectify such breach within thirty (30) days of receipt of written notice from the District setting out the details of such breach, the Owner will pay the Daily Amount to the District for every day that the breach continues after receipt of the District's notice, unless, after thirty (30) days from receipt of said notice, the Owner has not rectified the breach but has undertaken and continues to undertake good faith efforts to diligently rectify said breach or, in the case of a breach by the Tenant under

any Tenancy Agreement, if the Tenant has disputed said breach and such dispute has not been finally disposed of by any appellant court of competent jurisdiction or tribunal or final arbiter having jurisdiction to finally determine such dispute. Subject to the foregoing, the Daily Amount is due and payable within five (5) business days following receipt by the Owner of an invoice from the District for the same.

- 4.2 Rent Charge** – The Owner hereby grants to the District a perpetual rent charge against the Land securing payment by the Owner to the District of any amount payable by the Owner pursuant to section 4.1 of this Agreement. The Owner agrees that the District, at its option, may enforce payment of such outstanding amount in a court of competent jurisdiction as a contract debt, by an action for and order for sale, by proceedings for the appointment of a receiver, or in any other method available to the District at law or in equity without prejudice to any defences available to the Owner at law or in equity. This rent charge is created both under section 219(6) of the Land Title Act as an integral part of the statutory covenant created by this Agreement and as a fee simple rent charge at common law. Enforcement of this rent charge by the District does not limit, or prevent the District from enforcing, any other remedy or right the District may have against the Owner.

ARTICLE 5 MISCELLANEOUS

- 5.1 Nature of Agreement** – The Owner acknowledges and agrees that this Agreement includes a housing agreement entered into under section 483 of the *Local Government Act*, a covenant under section 219 of the *Land Title Act*, and integral to the covenant, a rent charge.
- 5.2 Indemnity** – The Owner will indemnify and save harmless the District and each of its elected officials, officers, directors, and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, actions, loss, damage, costs and liabilities, which all or any of them will or may be liable for or suffer or incur or be put to by reason of or arising out of:
- (a) any negligent act or omission of the Owner, or its officers, directors, agents, contractors or other persons for whom at law the Owner is responsible relating to this Agreement;
 - (b) the construction, maintenance, repair, ownership, lease, license, operation, management or financing of the Land or any Dwelling Unit or the enforcement of any Tenancy Agreement; or
 - (c) without limitation, any legal or equitable wrong on the part of the Owner or any breach of this Agreement by the Owner.
- 5.3 Release** – The Owner hereby releases and forever discharges the District

and each of its elected officials, officers, directors, and agents, and its and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, damages, actions, or causes of action by reason of or arising out of or which would or could not occur but for the:

- (a) construction, maintenance, repair, ownership, lease, license, operation or management of the Land or any Dwelling Unit under this Agreement; or
- (b) the exercise by the District of any of its rights under this Agreement.

5.4 Survival – The indemnity and release set out in this Agreement will survive termination or discharge of this Agreement.

5.5 Priority – The Owner will do everything necessary, at the Owner's expense, to ensure that this Agreement will be noted and registered against title to the Land in priority to all financial charges and financial encumbrances which may have been registered or are pending registration against title to the Land save and except those specifically approved in advance in writing by the District or in favour of the District.

5.6 District's Powers Unaffected – This Agreement does not:

- (a) affect, fetter or limit the discretion, rights, duties or powers of the District under any enactment or at common law, including in relation to the use or subdivision of the Land;
- (b) impose on the District any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement;
- (c) affect or limit any enactment relating to the use or subdivision of the Land; or
- (d) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Land.

5.7 Agreement for Benefit of District Only – The Owner and the District agree that:

- (a) this Agreement is entered into only for the benefit of the District;
- (b) this Agreement is not intended to protect the interests of the Owner, any Tenant, or any future owner, lessee, occupier or user of the Land or the building or any portion thereof, including any Dwelling Unit; and

- (c) the District may at any time execute a release and discharge of this Agreement, without liability to anyone for doing so, and without obtaining the consent of the Owner.
- 5.8 No Public Law Duty** – Where the District is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination or give its consent, the Owner agrees that the District is under no public law duty of fairness or natural justice in that regard and agrees that the District may do any of those things in the same manner as if it were a private party and not a public body.
- 5.9 Notice** – Any notice required to be served or given to a party herein pursuant to this Agreement will be sufficiently served or given if delivered, to the postal address of the Owner set out on title to the Land in the records at the Land Title Office, and in the case of the District at the address listed above, to the attention of the Director of Planning or to the most recent postal address provided in a written notice given by each of the parties to the other. Any notice which is delivered is to be considered to have been given on the first day after it is dispatched for delivery.
- 5.10 Enuring Effect** – This Agreement will extend to and be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 5.11 Severability** – If any provision of this Agreement is found to be invalid or unenforceable, such provision or any part thereof will be severed from this Agreement and the resultant remainder of this Agreement will remain in full force and effect.
- 5.12 Waiver** – All remedies of the District will be cumulative and may be exercised by the District in any order or concurrently in case of any breach and each remedy may be exercised any number of times with respect to each breach. Waiver of or delay in the District exercising any or all remedies will not prevent the later exercise of any remedy for the same breach or any similar or different breach.
- 5.13 Whole Agreement** – This Agreement, and any documents signed by the Owner contemplated by this Agreement, represent the whole agreement between the District and the Owner respecting the use and occupation of the Rental Units, and there are no warranties, representations, conditions or collateral agreements made by the District except as set forth in or contemplated by this Agreement.
- 5.14 Further Assurance** – Upon request by the District the Owner will forthwith do such acts and execute such documents as may be reasonably necessary in the opinion of the District to give effect to this Agreement.

- 5.15 Agreement Runs with Land** – This Agreement burdens and runs with the Land and every parcel into which it is Subdivided in perpetuity, and for clarity, this Agreement shall burden and remain as a charge on the title to each of the Rental Units, together with the “no separate sale” covenant required to be registered under section 2.6 of this Agreement. All of the covenants and agreements contained in this Agreement are made by the Owner for itself, its personal administrators, successors and assigns, and all persons who after the date of this Agreement acquire an interest in the Land.
- 5.16 Equitable Remedies** – The Owner acknowledges and agrees that damages alone would be an inadequate remedy for the District for any breach of this Agreement and that in addition to payment of the daily amount or any other monetary relief to which the District may be entitled, the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief.
- 5.17 No Joint Venture** – Nothing in this Agreement will constitute the Owner as the agent, joint venture, or partner of the District or give the Owner any authority to bind the District in any way.
- 5.18 Applicable Law** – The laws of British Columbia (including, without limitation, the Residential Tenancy Act) will apply to this Agreement and all statutes referred to herein are enactments of the Province of British Columbia.
- 5.19 Deed and Contract** – By executing and delivering this Agreement the Owner intends to create both a contract and a deed executed and delivered under seal.
- 5.20 Joint and Several** – If the Owner is comprised of more than one person, firm or body corporate, then the covenants, agreements and obligations of the Owner shall be joint and several.
- 5.21 No Liability after Transfer** – In accordance with sections 218(4) and 219(8) of the *Land Title Act* (British Columbia), a person is not liable for a breach of this Agreement occurring after that person has ceased to be an owner of the Land.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the *Land Title Act* Form C and D which is attached to and forms part of this Agreement.

CONSENT AND PRIORITY AGREEMENT

WHEREAS COAST CAPITAL SAVINGS CREDIT UNION (the “Chargeholder”) is the holder the following charges all registered in the Vancouver Land Title Office:

Mortgage CA5010382
Assignment of Rents CA5010383

(collectively the “Charge”), which Charge encumbers the lands (the “Lands”) described in item 2 of the *Land Title Act* Form C attached hereto.

THEREFORE THIS CONSENT AND PRIORITY AGREEMENT IS EVIDENCE THAT IN CONSIDERATION OF \$1.00 AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY THE TRANSFEREE TO THE CHARGEHOLDER:

1. The Chargeholder hereby consents to the granting and registration of the Section 219 Covenant and Rent Charge attached hereto (together referred to as the “Covenant”) and the Chargeholder hereby agrees that the Covenant shall be binding upon its interest in and to the Lands.
2. The Chargeholder hereby grants to the transferee described in item 6 of the *Land Title Act* Form C attached hereto priority for the Covenant over the Chargeholder’s right, title and interest in and to the Lands, and the Chargeholder does hereby postpone the Charge and all of its right, title and interest thereunder to the Covenant as if the Covenant had been executed, delivered and registered prior to the execution, delivery and registration of the Charge.

IN WITNESS WHEREOF, the Chargeholder has executed and delivered this Consent and Priority Agreement by executing the *Land Title Act* Form D above which is attached hereto and forms part of this Agreement.

END OF DOCUMENT



District of West Vancouver

Heritage Designation Bylaw No. 5015, 2021
(660 Clyde Avenue)

Effective Date:

Heritage Designation Bylaw No. 5015, 2021

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District of West Vancouver

Heritage Designation Bylaw No. 5015, 2021

A bylaw to designate 660 Clyde Avenue as protected heritage property.

WHEREAS the Council of The Corporation of the District of West Vancouver considers the Woyat-Bowie Building located at 660 Clyde Avenue has heritage value and heritage character, and that the designation of the property is desirable for its conservation; and

WHEREAS the Owner of the Property has requested that this bylaw be adopted; and

WHEREAS the Owner of the Property has waived any entitlement to compensation to which the Owner would be entitled to by section 613 of the *Local Government Act* should the designation effected by this bylaw reduce the market value of the property;

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

Part 1 Citation

1.1 This bylaw may be cited as Heritage Designation Bylaw No. 5015, 2021.

Part 2 Severability

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

Part 3 Definitions

3.1 In this bylaw:

“Normal Repair” means the replacement of elements of the structure or finishing materials of a building with components that are equivalent to those being replaced in material composition, dimensions and quality, except where the element being replaced is not original to the building, in which case a Heritage Alteration Permit is required.

“Property” means that parcel of land in West Vancouver, British Columbia having a civic address at 660 Clyde Avenue and a legal description of LOT 44 DISTRICT LOT 1039 PLAN 2127 and Parcel Identifier: 014-020-785.

“Woyat-Bowie Statement of Significance” means the document having that name prepared by John Atkin, a copy of which is attached to this bylaw as **Schedule A**.

Part 4 Heritage Designation

- 4.1 The property having a civic address at 660 Clyde Avenue and a legal description of LOT 44 DISTRICT LOT 1039 PLAN 2127 and Parcel Identifier: 014-020-785 is designated as protected heritage property under section 611 of the *Local Government Act*.
- 4.2 The designation applies to the following:
 - 4.2.1 the exterior of the Woyat-Bowie Building including without limitation the exterior aspects that are specifically listed as Character Defining Elements of the building in the Woyat-Bowie Statement of Significance;
 - 4.2.2 the interior of the Woyat-Bowie Building including without limitation the interior aspects that are specifically listed as Character Defining Elements of the building in the Woyat-Bowie Statement of Significance, except where internal arrangement of rooms is altered to accommodate building uses;
 - 4.2.3 landscape features identified as Character Defining Elements of the building in the Woyat-Bowie Statement of Significance.
- 4.3 In order to ensure the proper restoration, maintenance, energy performance and seismic stability of the building, the following changes to a designated component of the building are permitted alterations without a Heritage Alteration Permit:
 - 4.3.1 the exterior of the building may be treated with a finish and colour that matches the existing finish and colour in order to protect the surface material;
 - 4.3.2 the interior surfaces of the building may be treated with a finish and colour to match the existing finish and colour in order to protect the surface material; and

- 4.3.3 a designated component or feature may be repaired or replaced, provided the method of construction and any replacement material replicates the original in terms of design, material, colour and texture.

Part 5 Heritage Alteration Permit

- 5.1 All alterations to the elements and features of the Property referred to in section 4.2 require a Heritage Alteration Permit, except:
- 5.1.1 Normal repair and maintenance of the Woyat-Bowie building carried out in accordance with Heritage Maintenance Bylaw No. 4187, 1999.

Part 6 Delegation

- 6.1 The Council delegates to the Director of Planning and Development Services the authority to issue heritage alteration permits to authorize alterations not otherwise permitted by this bylaw or by Heritage Maintenance Bylaw No. 4187, 1999, provided that the alterations are in the opinion of the Director appropriate to the general period and style of the Woyat-Bowie Building and the Property, and do not remove, replace or substantially alter its intact or repairable character defining elements, as identified in the Statement of Significance attached as **Schedule A** to this bylaw.

Schedule

Schedule A – Statement of Significance for Woyat-Bowie Building (660 Clyde Avenue)

READ A FIRST TIME on

PUBLICATION OF NOTICE OF PUBLIC HEARING on

PUBLIC HEARING HELD on

READ A SECOND TIME on

READ A THIRD TIME on

ADOPTED by the Council on

Mayor

Corporate Officer

Statement of Significance

The Woyat-Bowie Building, 660 Clyde Ave, West Vancouver, BC



Description of Historic Place

The Woyat-Bowie Building is a one storey structure located on the south side of the 600 block of Clyde Avenue in the District of West Vancouver. It was built in 1966 to accommodate three medical-dental practices and offices for the architectural partnership of Fred T. Hollingsworth and Barry V. Downs. The low-slung structure features an inward-looking design of white stuccoed walls and dark cedar trim arranged around a central corridor emphasized by a dramatic monitor roof.

Heritage Value

The Woyat-Bowie Building is significant as an early and intact example of a commercial building designed by a partnership better known for their residential and institutional work; for its

expression of the West Coast aesthetic in a non-residential form; and its association with the architects Fred Hollingsworth and Barry Downs.

Constructed in 1966, the Woyat-Bowie Building is valued for its West Coast aesthetic expressed in the simple but striking form designed by Hollingsworth and Downs. The building originally provided space for three medical-dental offices and their own architecture practice.

With its white walls, illuminated corner piers, dark stained cedar trim, and raised monitor roof that 'floats' over the central corridor, the design for the Woyat-Bowie Building drew inspiration from the work and ideas of Frank Lloyd Wright, while the interior displayed a Japanese sensibility with each office, enclosed within the stuccoed walls, opening out onto a series of private walled courtyards.

Frank Lloyd Wright's work and Japanese design ideas were major influences in the development of the West Coast aesthetic found on the North Shore, and in particular in Hollingsworth's designs.

Social and cultural value is found with the building's association with Hollingsworth and Downs who formed a productive partnership between 1962 and 1967. Hollingsworth continued to work out of the Woyat-Bowie Building for a number of years before moving his practice to a home office.

The building is considered a primary heritage resource and was nominated for the West Vancouver Heritage Register in 2008.

Character Defining Elements.

The elements that define the Woyat-Bowie Building are:

- continuous commercial use
- relationship to the street with a landscaped setback
- single storey form of wood frame construction with stucco clad walls capped by dark stained cedar
- raised monitor roof with unpainted wide lapped cedar boards on the underside supported on narrow posts creating a clerestory to illuminate the central corridor and waiting area.
- arrangement of rooms and internal courtyards
- tall wooden front door set in a glass wall divided horizontally by thin muntins
- translucent plexiglass and wood corner piers which illuminate the building's corners in the evening
- wood and plexiglass sconces on the walls of the corridor and at the entrance
- translucent wall of white plexiglass with horizontal bands of dark stained wood at the rear entrance
- shallow reflecting pool on the west side of the front entrance
- Japanese style rock garden at the rear entrance
- terrazzo floor
- exposed aggregate concrete path at the front and rear entrances
- exposed aggregate concrete base for the rear wall
- plexiglass and wood address and tenant's sign facing the street on the east side of the front entrance

Research Summary

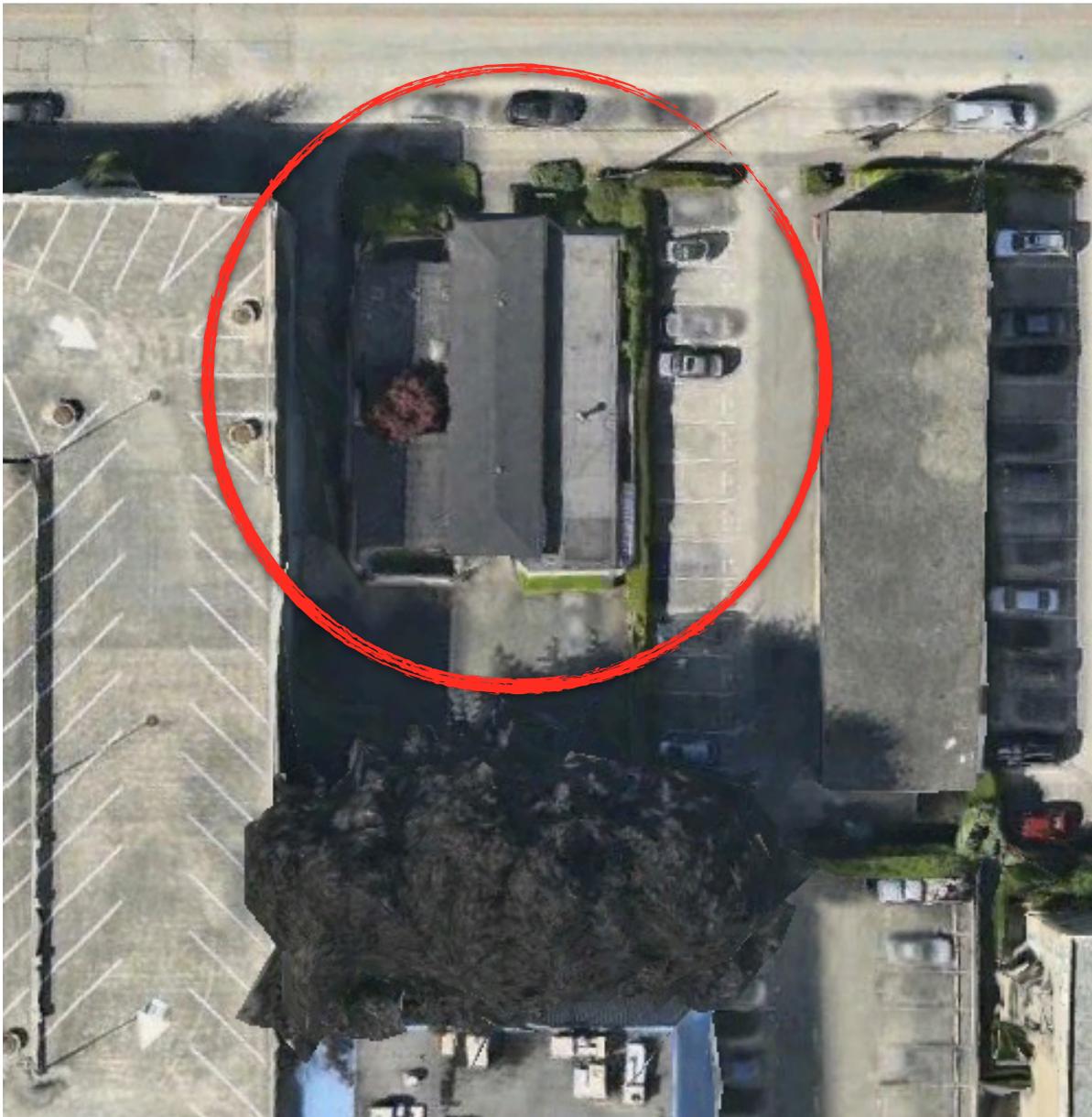
Civic Address: 660 Clyde Avenue, West Vancouver, V7T 1C9

Legal Address: District Lot 1039 Lot 44

Historic Name: Woyat-Bowie Building

Date of Construction: 1966

Aerial Photo 2015



AERIAL FROM APPLE MAPS (2015) SHOWING THE WOYAT-BOWIE BUILDING IN ITS CURRENT SURROUNDINGS WITH THE PARK ROYAL PARKING GARAGE ON THE WESTERN PROPERTY LINE

References

- *West Vancouver Survey of Significant Architecture 1945 -75* FG Consultants, 1993
- docomomo.ca/bc-2000/type/commercial/woyat/index.html - accessed May 18, 2016
- *Living Spaces: The Architecture of Fred Thornton Hollingsworth*, Blueimprint, 2005
- West Vancouver Archives website

Photographs



WOYAT-BOWIE BUILDING C.1988 WEST VANCOUVER ARCHIVES PHOTO 2586.0018.DWV



THE FRONT ENTRANCE





FRONT DOOR



WOOD AND PLEXIGLASS PIERS WHICH ILLUMINATE THE BUILDINGS CORNERS IN THE EVENING



REAR ENTRANCE



**REAR OF THE BUILDING ABOVE: LOOKING NORTH BELOW: LOOKING ACROSS THE REAR
NOTE THE CONCRETE SILL UNDER THE WEST WALL**





REAR OF THE BUILDING



LIGHTING SCONCES AT THE FRONT ENTRANCE AND IN THE CENTRAL CORRIDOR



INTERNAL COURTYARD OPEN TO OFFICES AND THE WAITING AREA.

BELOW: ONE OF THE PRIVATE COURTYARDS





ROOF AND CLERESTORY



ROOF DETAILS

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