

ZONING REGULATION BYLAW, AMENDMENT BYLAW (NO. 1278)
A BYLAW OF THE CITY OF VICTORIA

The purpose of this Bylaw is to amend the Zoning Regulation Bylaw to encourage the development of “missing middle” housing forms in specific single family dwelling zones and two family dwelling zones.

Contents

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Pursuant to its statutory powers, including sections 479(1)(c), 482, 523(2), 525 and 527 of the *Local Government Act*, the Council of The Corporation of the City of Victoria in an open meeting assembled enacts the following provisions:

Title

- 1 This Bylaw may be cited as the “ZONING REGULATION BYLAW, AMENDMENT BYLAW (NO. 1278)”.

Zoning Regulation Bylaw Amendments

- 2 Bylaw No. 80-159, the Zoning Regulation Bylaw, is amended as follows:

- (a) by inserting the following new section 49 immediately after section 48:

“49. (1) Notwithstanding any other provision of this Bylaw, but subject to subsection (2), in addition to the uses expressly permitted in their zones, the uses authorized in Schedule “P” are, subject to the regulations in Schedule “P”, permitted on lots that have a Traditional Residential Urban Place Designation in the *Official Community Plan Bylaw, 2012* and are in any of the following zones:

- (a) R1-A Zone, Rockland Single Family Dwelling District;
- (b) R1-B Zone, Single Family Dwelling District;
- (c) R1-G Zone, Gonzales Single Family Dwelling District; and
- (d) R-2 Zone, Two Family Dwelling District.

- (2) Subsection (1) does not apply to any lot that

- (a) contains a building or other structure that, prior to August 4, 2022, has been
 - (i) designated as heritage under section 611 of the *Local Government Act*; or
 - (ii) subject to a restrictive covenant to protect any heritage feature,

- (b) is located in one of the following heritage conservation areas:
 - (i) DPA 1 (HC): Core Historic;
 - (ii) DPA 2 (HC): Core Business;
 - (iii) DPA 3 (HC): Core Mixed-Use Residential;
 - (iv) DPA 6B (HC): Small Urban Villages Heritage;
 - (v) DPA 7B (HC): Corridors Heritage;
 - (vi) DPA 9 (HC): Inner Harbour;
 - (vii) DPA 10B (HC): Rock Bay Heritage;
 - (viii) DPA 12 (HC): Legislative Precinct;
 - (ix) HCA 1: Traditional Residential; or
 - (x) HCA 2: Robert Street Heritage Conservation Area,
 - (c) is a panhandle lot, or
 - (d) is a waterfront lot on the Gorge Waterway.
- (3) If a use authorized in Schedule “P” is also a permitted use under the applicable zone, then, subject to subsections (4) and (5), regulations in:
- (a) Schedule “P” apply to the lot if a building is constructed on the lot for that use after August 4, 2022; and
 - (b) the respective zone applies to the lot in all other circumstances.
- (4) If the “heritage conserving infill” pursuant to Schedule “P” entails an addition to a heritage registered building, the entire structure must comply with Schedule “P”, rather than the respective zone or Schedule “G”.
- (5) If a building that is
- (a) subject to Schedule “G”, and
 - (b) located on a lot to which Schedule “P” applies,
- is modified such that it is a “corner townhouse” or “houseplex” in accordance with Schedule “P”, then the entire structure must comply with Schedule “P”, rather than the respective zone or Schedule “G”.
- (6) For clarity for the purposes of subsection (3), an attached dwelling that is
- (a) located on a lot to which Schedule “P” applies,
 - (b) constructed after August 4, 2022, and
 - (c) a “corner townhouse” or a “houseplex” as defined by Schedule “P”,
- is deemed to be a “corner townhouse” or a “houseplex”, as applicable.”;
- (b) in Schedule “B” – Table of Contents, the following is inserted, immediately after “Schedule O Maximum Floor Space Ratio for Affordable Housing Development”:

SCHEDULE 1

SCHEDULE P – MISSING MIDDLE REGULATIONS

1.0 DEFINITIONS AND INTERPRETATION

1.1 In this Schedule:

- a. “adaptable dwelling unit” means a dwelling unit constructed to comply with subsection 3.8.5 - Adaptable Dwelling Units - in the *British Columbia Building Code*.
- b. “affordable housing cooperative” means a housing development that is subject to a legal agreement securing affordability for a minimum period of 60 years and is either wholly owned and operated by a housing cooperative meeting the below requirements, or operated by a housing cooperative that meets the below requirements and operates the development pursuant to a legally binding arrangement with the property owner:
 - i. the housing cooperative must:
 - A. be a housing cooperative pursuant to the *Cooperative Association Act*,
 - B. have purposes including the provision of affordable housing to low- or moderate- income households, and
 - C. have constating documents preventing the remuneration of directors and providing for the disposition of assets on dissolution or wind-up to an organization with similar purposes and restrictions.
- c. “Affordable Standards Bylaw” means the Affordable Housing Standards Bylaw, No. 22-056.
- d. “affordable rental housing unit” means a dwelling unit for which rental tenure and the following are secured through an agreement:
 - i. if the agreement is with the City or the Capital Regional District, rent rates and household income limits no higher than those specified for median income affordability targets in the Affordable Standards Bylaw, in perpetuity, or
 - ii. if the agreement is with BC Housing or Canada Mortgage and Housing Corporation, rent rates and household income limits no higher than those specified for those organizations in the Affordable Standards Bylaw, for the greater of 60 years or the life of the building.
- e. “below-market homeownership unit” means a dwelling unit with a floor area, of all floor levels combined, of no less than 60 m² subject to a registered agreement with a non-profit organization, government agency or local government that ensures the dwelling unit will be sold at a minimum of 10% below fair market value to purchasers that meet specified below-market homeownership income limits in the Affordable Standards Bylaw.

- f. “car share organization” means an entity registered in British Columbia whose principal objective is to provide its members, for a fee, with a car-sharing service by which such members have self-serve access to a fleet of at least ten shared vehicles in Victoria that they may reserve for use on an hourly or other basis, but does not include rental vehicle organizations.
- g. “car share vehicle” means a four-wheeled automobile, van or pick-up truck that is managed by a car share organization, and used exclusively for the car share organization’s car-sharing service.
- h. “City lane” has the same meaning as under the *Streets and Traffic Bylaw*.
- i. “corner townhouse” means a building on a corner lot having no less than three self-contained dwelling units, each dwelling unit having direct access to the outside for ingress and egress.
- j. “heritage conserving infill” means:
- i. one or more single family dwellings, duplexes, or houseplexes that are on a lot with a heritage registered building that is used for residential purposes, and
 - ii. an addition to a heritage registered building that results in a duplex, houseplex, or corner townhouse.
- k. “heritage registered building” means a building that is on the register of heritage properties pursuant to section 598 of the *Local Government Act*.
- l. “houseplex” means a building having no less than three and no more than six self-contained dwelling units, with at least half of the total dwelling units having direct access to the outside for ingress and egress, and does not include a corner townhouse.
- m. “one-way car share service” means a car share organization that allows its members to begin and end their rental periods at any lawful and authorized space within the operating area of the car share organization.
- n. “secondary dwelling unit” means a self-contained dwelling unit that:
- i. considering all floors combined, has a floor area that is less than the floor area of the principal dwelling unit,
 - ii. has both direct access to the outside for ingress and egress, and internal access to the principal dwelling unit,
 - iii. together with the principal dwelling unit occupies a single parcel under the *Land Title Act*.
- o. “two-way car share service” means a car share organization that has fixed or dedicated parking spaces, and its members are required to begin and end each rental period at the same parking space.

- 1.2** Where there is a percentage or decimal calculation in section 2.1.b., 2.3.a.ii.B., 6.1, or 6.2 in this Schedule, if the product of the calculation results in any decimal value equal to or over 0.50, it shall be rounded up to the nearest integer, and all lower values are rounded down to the nearest integer.
- 1.3** For the purposes of this Schedule, where it is specified that “all dwelling units are secured as rental in perpetuity”, one dwelling unit may be excluded from this requirement and the unit may be owner occupied.
- 1.4** Notwithstanding the definitions contained in Schedule “A”:
- a. With respect to the definition of “area”, for the purposes of calculation of total floor area and floor space ratio, the area of any exterior hallway and exterior staircase shall be included within the area of the floor.
 - b. With respect to the definitions of “area” and “lot”, for the purposes of calculation of floor space ratio, where land that has been dedicated from a lot for public highway pursuant to section 2.3.a.i., such dedicated land shall be included within the area of the lot.
 - c. With respect to the definitions of “open site space” and “lot”, for the purposes of calculation of open site space, where land that has been dedicated from a lot for public highway pursuant to section 2.3.a.i., such dedicated land shall be included within the open site space of the lot.
 - d. Subsections b. and c. do not apply if the lot is not used for residential purposes or has been subdivided to create a new lot after the highway dedication pursuant to section 2.3.a.i.

2.0 GENERAL REGULATIONS

The following regulations apply to all uses in Schedule P:

2.1 Permitted Uses

- a. The following uses are permitted on the lots to which this Schedule applies:
 - i. heritage conserving infill
 - ii. secondary dwelling unit
 - iii. accessory building, subject to the regulations in Schedule “F”
 - iv. the uses created as a result of a house conversion, subject to the regulations in Schedule “G”
 - v. houseplex, provided that the conditions in subsection b. have been met
 - vi. corner townhouse, provided that the conditions in subsection b. have been met

- b. Notwithstanding subsection a., houseplex and corner townhouse are permitted only if the lot contains all of the following:
 - i. at least one adaptable dwelling unit that is not a secondary dwelling unit;
 - ii. at least one secondary dwelling unit, except where all dwelling units are secured as rental in perpetuity; and
 - iii. the greater of two dwelling units or 30% of the total dwelling units are three-bedroom dwelling units, at a minimum.

2.2 Number and Dimensions of Buildings and Uses

- a. Notwithstanding section 19 of the Bylaw, more than one building is permitted on a lot where any such building exceeding the limitation of one building per lot is a corner townhouse, houseplex or heritage conserving infill, subject to the regulations in this Schedule.
- b. No more than 12 dwelling units may be located on a lot with a corner townhouse.
- c. Basements are not permitted in corner townhouses, houseplexes or heritage conserving infill, with the exception of within heritage registered buildings.

2.3 Community Amenities

- a. As a condition of additional density pursuant to section 2.4, the following amenities must be provided as community amenities:
 - i. For additional density pursuant to section 2.4 e., f. or g., highway dedication in accordance with Schedule "Q" – Highway Dedication Amenity Requirements, unless exempted under that Schedule; and
 - ii. For additional density pursuant to section 2.4 e. or f., one or more of the following:
 - A. A monetary contribution equivalent to \$107.64 per square metre of bonus density utilized for the development, adjusted pursuant to subsection b., with 70% of the contribution allocated to the Victoria Housing Reserve Fund and 30% of the contribution allocated to the Local Amenities Reserve Fund,
 - B. Provision of at least 10% of the total dwelling units in the development, with a minimum of one dwelling unit, as below-market homeownership units,
 - C. An agreement with the City so that all dwelling units are secured as rental in perpetuity in the development,
 - D. Provision of at least one affordable rental housing unit in the development,

- E. For a development on a lot that contains a heritage registered building, heritage designation of that building in accordance with section 611 of the *Local Government Act* and a waiver of compensation for any reduction in the market value of the property, or
 - F. The development is an affordable housing cooperative; or
- iii. For additional density pursuant to section 2.4.g., heritage designation of the heritage registered building on the lot in accordance with section 611 of the *Local Government Act* and a waiver of compensation for any reduction in the market value of the property.
- b. The amenity contribution pursuant to subsection a.ii.A. shall be adjusted annually on January 1 commencing the second calendar year following the year Bylaw No. 22-045 is adopted and each year thereafter, by adding to the base contribution an amount calculated by multiplying the base contribution as of the previous January 1 by the annual percentage increase in the CPI for the most recently published twelve-month period.
 - c. For the purposes of this section, “CPI” means the all-items Consumer Price Index for Victoria published by Statistics Canada or its successor in function.

2.4 Floor Area, Floor Space Ratio

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| a. Floor <u>area</u> , of all floor levels combined, of any <u>dwelling unit</u> (minimum) | 33m ² |
| b. Floor <u>area</u> of all floors combined on a <u>lot</u> (maximum) | 1410m ² |
| c. For <u>houseplex</u> , floor <u>area</u> of any floor of the <u>houseplex</u> (maximum) | 235m ² |
| d. <u>Floor space ratio</u> where the amenities have not been provided pursuant to section 2.3.a. (maximum) | 0.5:1 |
| e. For <u>houseplex</u> , <u>floor space ratio</u> where the amenities have been provided pursuant to section 2.3.a. (maximum) | 1.0:1 |
| f. For <u>corner townhouse</u> , <u>floor space ratio</u> where the amenities have been provided pursuant to section 2.3.a. (maximum) | 1.1:1 |
| g. For <u>heritage conserving infill</u> , <u>floor space ratio</u> where the amenities have been provided pursuant to section 2.3.a. (maximum) | 1.1:1 |
| h. Up to 4m ² per <u>dwelling unit</u> dedicated for use as residential storage space shall be excluded from the calculation of floor <u>area</u> in subsections d. – g., provided it is: | |
| i. a contiguous partitioned space designed for the purpose of storage, and | |

- ii. located inside the dwelling unit and within 4m of its principal entrance

3.0 HOUSEPLEX REGULATIONS

The following regulations apply to houseplexes:

3.1 Location and Siting of Buildings and Uses

- a. Lot width for a lot with more than one houseplex (minimum) 12m per houseplex
- b. Lot width for a lot with one houseplex (minimum)
 - i. where one parking space is required after the provision of any transportation demand management measures in accordance with section 6.1.e. 12m
 - ii. where more than one parking space is required after the provision of any transportation demand management measures in accordance with section 6.1.e. 14m
- c. The entire building must be within 30m distance of a street, not including a City lane
- d. Subsection c. does not apply to outdoor features, porches or balconies over 0.6m in height from both natural grade and finished grade

3.2 Height

- a. Building height for a flat roof (maximum) 9.5m
- b. Building height for any other roof type (maximum) 10.5m

3.3 Setbacks, Projections, Building Separation

- a. Front yard setback (minimum) 6.1m
 Except for the following maximum projections into the setback:
 - i. Porch, ramps, and exterior lift devices needed to access an adaptable dwelling unit 2m
 - ii. Stairs 4m
- b. Setback from any street other than a City lane where subsection a. does not apply (minimum) 4m
 Except for the following maximum projections into the setback:

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| i. | <u>Porch</u> , ramps, and stairs | 2m |
| c. | <u>Side yard setback</u> to which subsection b. does not apply (minimum) | the greater of 1.5m or 10% of <u>lot width</u> |
| d. | <u>Rear yard setback</u> to which subsection b. does not apply (minimum) | the greater of 10m or 25% of <u>lot depth</u> |
| Except for the following maximum projections into the <u>setback</u> : | | |
| i. | Exterior lift devices needed to access an <u>adaptable dwelling unit</u> | 2m |
| e. | Eave projection into any <u>setback</u> (maximum) | 0.75m |
| f. | <u>Building</u> separation (minimum) | 5m |

3.4 Site Coverage, Open Site Space

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| a. | <u>Site coverage</u> (maximum) | 40% |
| b. | <u>Open site space</u> (minimum) | 45% |
| c. | A single space | |
| i. | that is landscaped and not paved, | |
| ii. | that does not have above or below ground structures, and | the greater of 35m ² or 6.5% of <u>lot area</u> |
| iii. | all sides of which are at least 4.5m long (minimum area) | |

4.0 CORNER TOWNHOUSE REGULATIONS

The following regulations apply to corner townhouses:

4.1 Location and Siting of Buildings and Uses

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| a. | <u>Lot width</u> for a <u>lot</u> with a <u>corner townhouse</u> (minimum) | 20m |
| b. | The entire <u>building</u> must be within 36 m distance of at least two <u>streets</u> , not including a <u>City lane</u> | |
| c. | Where more than one <u>building</u> is on the <u>lot</u> , excluding an <u>accessory building</u> , all <u>buildings</u> must be within 20 m distance of a <u>street</u> , not including a <u>City lane</u> | |
| d. | Subsections b. and c. do not apply to <u>outdoor features</u> , <u>porches</u> or <u>balconies</u> over 0.6 m in height from both <u>natural grade</u> and <u>finished grade</u> | |

4.2 Height

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| a. | <u>Building height</u> for a flat roof (maximum) | 9.5m |
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- b. Building height for any other roof type (maximum) 10.5m

4.3 Setbacks, Projections, Building Separation

- a. Setback from any street other than a City lane (minimum) 4m

Except for the following maximum projections into the setback:

- i. Porch, ramps, and stairs 2m
- b. Any setback to which subsection a. does not apply (minimum):
- i. Where the building elevation facing the lot line includes a window to a habitable room 6m
- ii. In all other circumstances the greater of 2m or 10% of lot width
- c. Eave projection into any setback (maximum) 0.75m
- d. Building separation (minimum) 5m

4.4 Site Coverage, Open Site Space

- a. Site coverage (maximum) 40%
- b. Open site space (minimum) 45%
- c. A single space
- i. that is landscaped and not paved,
- ii. that does not have above or below ground structures, and the greater of 35m² or 6.5% of lot area
- iii. all sides of which are at least 4.5m long (minimum area)

5.0 HERITAGE CONSERVING INFILL REGULATIONS

The following regulations apply to heritage conserving infill:

5.1 Location and Siting of Buildings and Uses

- a. Heritage conserving infill must not be located closer to any street, excluding a City lane, than the heritage registered building on the same lot

5.2 Height

- a. Building height for heritage conserving infill (maximum) the greater of 7.6m or 80% of the height of the heritage registered building

5.3 Setbacks, Projections

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| a. | <u>Setback</u> from any <u>street</u> other than a <u>City lane</u> (minimum) | 4m |
| | Except for the following maximum projections into the <u>setback</u> : | |
| i. | <u>Porch</u> , ramps, and stairs | 2m |
| b. | <u>Side yard</u> and <u>rear yard setback</u> to which subsection a. does not apply (minimum) | 5m |
| c. | Notwithstanding subsection b., where there is more than one <u>side yard</u> to which subsection a. does not apply, each additional <u>side yard setback</u> (minimum) | the greater of 2m or 10% of <u>lot width</u> |
| d. | Eave projection into any <u>setback</u> (maximum) | 0.75m |

5.4 Site Coverage, Open Site Space

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| a. | <u>Site coverage</u> (maximum) | 50% |
| b. | <u>Open site space</u> (minimum) | 30% |

6.0 VEHICLE PARKING AND BICYCLE PARKING REGULATIONS

The following regulations apply to all uses in Schedule P:

6.1 Vehicle Parking

- a. Vehicle parking must be provided in accordance with Schedule “C” except as otherwise specified in this section.
- b. For all uses permitted in this Schedule, notwithstanding the contents of Table 1 of Schedule “C”, 0.77 vehicle parking spaces are required per dwelling unit, unless transportation demand measures are provided in substitution for any parking space in accordance with subsection e.
- c. As an exception to subsections a. and b., no vehicle parking spaces are required for secondary dwelling units, affordable rental housing units, or visitor parking.
- d. Notwithstanding section 4.1 of Schedule “C”, a minimum of one of the vehicle parking spaces for the lot must be an accessible parking space or a van accessible parking space in accordance with the following:
 - i. where the required number of vehicle parking spaces on the lot is 5 or fewer, one accessible parking space is required, or
 - ii. where the required number of vehicle parking spaces on the lot is more than 5, one van accessible parking space is required.

- e. Except for the requirement for one accessible parking space or van accessible parking space, which is always required, the minimum number of vehicle parking spaces required on a lot can be reduced through the ongoing provision of transportation demand management measures in accordance with the ratios specified in Table 1, where provision of the measures in the “Transportation Demand Management measure” column results in the corresponding required parking space reduction in the “Reduction in Required Vehicle Parking Spaces” column.

Table 1

Row	Transportation Demand Management measure	Reduction in Required Vehicle Parking Spaces
i.	One membership to a <u>two-way car share service</u> and an initial \$100 usage credit for the <u>two-way car share service</u> for every <u>dwelling unit</u>	0.15 parking spaces per <u>dwelling unit</u>
ii.	a. One <u>car share vehicle</u> for a <u>two-way car share service</u> for the use of residents, b. One dedicated parking space on the <u>lot</u> secured through a Car Share Parking Space SRW on the terms provided in Schedule “R”, c. One membership to the <u>two-way car share service</u> for every <u>dwelling unit</u> , and d. An initial \$100 usage credit for the <u>two-way car share service</u> for every <u>dwelling unit</u>	0.57 parking spaces per <u>dwelling unit</u>
iii.	Where a <u>car share vehicle</u> is not provided: One parking space dedicated for future use by a <u>car share vehicle</u> (for a <u>two-way car share service</u> or a <u>one-way car share service</u>) on the <u>lot</u> secured through a Car Share Parking Space SRW on the terms provided in Schedule “R”	0.15 parking spaces per <u>dwelling unit</u> , up to a maximum of one car share vehicle parking space
iv.	Where all <u>dwelling units</u> are secured as rental in perpetuity: one BC Transit public transit pass through the EcoPASS program, or its successor in function for BC Transit, for a minimum five-year term for every <u>dwelling unit</u>	0.77 parking spaces per <u>dwelling unit</u> , up to a maximum of one transit pass for each <u>dwelling unit</u>

- f. For certainty, if any of the transportation demand measures provided pursuant to subsection e. is discontinued, with the exception of the BC Transit public transit pass which may be discontinued after a five-year term, the parking space reduction for that measure no longer applies and parking required in accordance with subsection b. must be provided.
- g. Notwithstanding section 2.2.11 of Schedule “C”, a maximum of two vehicle parking spaces may be provided in the front yard.

- h. Where two vehicle parking spaces are provided in the front yard, notwithstanding the minimum drive aisle width prescribed pursuant to section 2.2.5 of Schedule “C” or the driveway crossing minimum widths prescribed pursuant to section 6 of the *Highway Access Bylaw*, the driveway crossing width must be the maximum crossing width prescribed by the *Highway Access Bylaw* for that street classification and number of parking spaces.
- i. Notwithstanding section 2.3.3 of Schedule “C”, the requirements of sections 2.3.1 and 2.3.2 of Schedule “C” apply to all uses in this Schedule.

6.2 Bicycle Parking

- a. Bicycle parking must be provided in accordance with Schedule “C”, except as otherwise specified in this section.
- b. Notwithstanding the contents of Table 2 of Schedule “C”, two bicycle parking, long-term spaces are required per dwelling unit, subject to the following exceptions:
 - i. secondary dwelling units require one bicycle parking, long-term space per dwelling unit, and
 - ii. no bicycle parking is required for each dwelling unit that has access to a private garage.
- c. Notwithstanding section 3.1.3(a)(i) and Table 4 of Schedule “C”, a minimum of 15% of the required bicycle parking, long-term spaces must accommodate oversized bicycles by having:
 - i. a minimum stall width of 0.9m,
 - ii. where the angle of the rack is equal to or less than 45 degrees (in an aerial perspective, measured from the plane of the nearest wall of a building), a minimum stall depth of 2.4m, and
 - iii. where the angle of the rack is more than 45 degrees (in an aerial perspective, measured from the plane of the nearest wall of a building), a minimum stall depth of 1.8m.
- d. A minimum of 50% of the bicycle parking, long-term spaces must be equipped with electric bicycle charging stations, each of which is comprised of a 110 V wall outlet.
- e. Where the lot contains more than six dwelling units, a bicycle maintenance facility must be provided that meets the following requirements, in addition to the requirements specified in section 3.1.3 of Schedule “C”:
 - i. it must be located in a secure area containing all required bicycle parking, long-term spaces,

- ii. it must have minimum width of 0.9 m, minimum length of 2.4m, and a minimum height clearance in accordance with section 3.1.3(a)(iii) of Schedule "C", with an adjacent aisle with a minimum width of 1.2m, and
- iii. it must contain a ground or wall anchored bicycle repair stand, common bicycle maintenance tools, a bicycle pump, and a water faucet with functioning drainage.

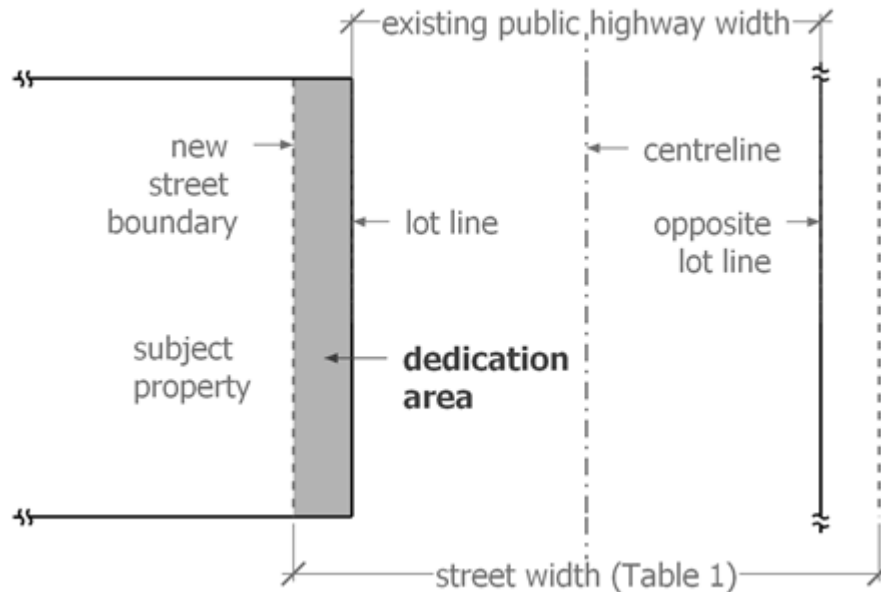
SCHEDULE 2

SCHEDULE Q – HIGHWAY DEDICATION AMENITY REQUIREMENTS

1. Definitions

In this Schedule:

- a. "Director" means the Director of Engineering and Public Works or that person's designated representative;
- b. "public highway width" means the distance measured across the street from the lot line to the opposite lot line common to the lot directly across the street and its abutting lots.



2. Requirements for Highway Dedication

- a. Subject to section 3, a highway dedication of a portion of the lot along the entire lot line abutting a street pursuant to section 107 of the *Land Title Act* is required in accordance with the following provisions:
 - i. If the public highway width of the abutting street is less than that identified in Table 1, the required dedication area shall be determined by taking 50% of the required street width pursuant to Table 1 and measuring that distance from the centre line of the public highway toward the lot line and into the lot, if applicable, along the length of the lot line abutting a street.
 - ii. Notwithstanding the contents of Table 1:

- A. if the lot line is on the western boundary of Shelbourne Street between Myrtle Avenue and Bay Street, and the public highway width is less than 27.12 metres, then the required dedication area shall be measured from a line parallel to and 27.12 metres from the easterly boundary of such public highway allowance;
- B. if the lot line is on Foul Bay Road between Oak Bay Avenue and Fort Street, then the required street width is 20.00 metres.
- iii. If the lot has more than one abutting street deficient in width pursuant to paragraph i., the required dedication area is to include all collective areas calculated in accordance with paragraph i.
- iv. For the purposes of Table 1, the street width requirement applicable to a lot is determined by the “Street Classification” of the abutting street, as established in Map 4 (Functional Street Classification) of the *Official Community Plan Bylaw, 2012* unless otherwise specified in Table 1, and any restrictions with respect to the street use contained within the “Street Use” column.

Table 1

Street Classification	Street Use	Street width (metres)
Arterial	All	30.00
Secondary Arterial	All	25.00
Collector & Secondary Collector	All	20.00
Local	Designated truck route pursuant to <i>Streets and Traffic Bylaw (No. 09-079)</i>	20.00
	Other	18.00
City Lane, as defined by the <i>Streets and Traffic Bylaw</i>	All	6.00

3. Exceptions and Variations to Requirement for Highway Dedication

- a. If the width of the highway dedication area does not exceed 0.25 metres in any location along the lot line, or the lot does not abut a street, then no highway dedication is required.
- b. Subsection c. applies if any of the following conditions exist with respect to the required dedication area:
- i. terrain with a steep grade or rock outcrops in, or in immediate vicinity of, required dedication area,

- ii. retaining wall supporting existing roadway in, or in immediate vicinity of, required dedication area,
 - iii. existing tree not planted to the standards established in the Victoria Subdivision and Development Servicing Bylaw No. 12-042 (including, but not limited to, species, condition, planting standard) in, or in the immediate vicinity of, required dedication area,
 - iv. heritage designated building or rock wall in, or in the immediate vicinity of, required dedication area,
 - v. archaeological features in, or in immediate vicinity of, required dedication area,
 - vi. environmental conditions such as soil contamination in, or in the immediate vicinity of, required dedication area, or
 - vii. the segment of street abutting the required dedication area makes dedication impractical or undesirable, and space for mobility improvements (pedestrian, cycling, transit, and truck) and street trees is sufficient for City standards as established by bylaw.
- c. If, after conducting a risk and condition assessment of the required dedication area, the Director is satisfied that at least one of the conditions listed in subsection b. applies and that such condition cannot reasonably be remediated, then the Director may allow for a variation to the width of the required dedication area or determine that no highway dedication is required.
- d. If, in the Director's opinion, it is necessary in order to determine whether any of the conditions listed in subsections b. i. – vii. apply, the Director may require a report prepared by a qualified professional, including but not limited to an environmental assessment, arborist report, or geotechnical report, that outlines the risk, conditions, and potential mitigation measures, to the satisfaction of the Director.

SCHEDULE 3

SCHEDULE R – LEGAL AGREEMENTS

1. Car Share Parking Space SRW

Statutory Right of Way (Car Share Parking Space) and Section 219 Covenant

TERMS OF INSTRUMENT - PART 2

WHEREAS:

- A. Capitalized terms not otherwise or elsewhere defined in this Agreement will have the respective meanings ascribed to them in section 1.1;
- B. The Transferor (the “**Owner**”) is [insert name];
- C. The Transferee (the “**City**”) is the Corporation of the City of Victoria;
- D. The Owner is the registered owner in fee-simple of those lands and premises located within the City of Victoria, in the Province of British Columbia, more particularly described as:

PID:
INSERT LEGAL DESCRIPTION

(the “**Lands**”);

- E. The City wishes to be able to access, for itself and all members of the public, a car share parking space developed and maintained in perpetuity over the Lands;
- F. The Owner has agreed to grant a statutory right of way on the terms hereinafter set forth;
- G. It is necessary for the operation and maintenance of the City's undertaking of public access to a car share parking space for the enjoyment of the general public that a right of way be established in accordance with this document;
- H. Section 219 of the *Land Title Act* provides that a covenant, whether of negative or positive nature may be granted in favour of the City and may include one or more of the following provisions:
 - i. in respect of the use of land or the use of a building on or to be erected on land;
 - ii. that land is to be built on in accordance with the covenant;
 - iii. that land is not to be used, built on or subdivided;
 - iv. that land or specified amenities be protected, preserved, conserved, maintained, enhanced, restored or kept in their natural or existing state.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the mutual covenants and agreements contained in this agreement (the “**Agreement**”), and the sum of ONE (\$1.00) DOLLAR of lawful money of Canada now paid to the Owner by the City (the receipt and sufficiency of which is hereby acknowledged), and for other good and valuable consideration the parties covenant and agree each with the other as follows:

1.0 DEFINITIONS

1.1 The terms defined in this Section 1.1 will have the following meanings for all purposes in this Agreement, except where specifically otherwise provided herein:

- (a) “**Parking Space**” means [insert number of parking spaces] parking space[s] situate on the Lands within the SRW Area, as shown outlined in bold black ink on the plan attached hereto as Schedule “B” reserved for the exclusive use of a Shared Vehicle;
- (b) “**Permitted Users**” means the members in good standing of the Shared Vehicle Organization whether or not said members reside on the Lands;
- (c) “**Shared Vehicle**” means a four-wheeled automobile, van or pick-up truck that is managed by a Shared Vehicle Organization;
- (d) “**Shared Vehicle Organization**” means a legal entity whose principal business objective is to provide its members, for a fee, with a car-sharing service by which such members have self-serve access to a fleet of shared vehicles which they may reserve for use on an hourly or other basis, but does not include rental vehicle organizations;
- (e) “**SRW Area**” means that portion of the Lands, shown in heavy outline on the Right of Way Plan prepared by [redacted] and filed in the Victoria Land Title Office under Plan No. [redacted] a reduced copy of which is attached hereto as Schedule “A”.

2.0 STATUTORY RIGHT OF WAY

2.1 Pursuant to section 218 of the *Land Title Act*, the Owner hereby grants, conveys, confirms and transfers, in perpetuity, to the City, its officers, employees, contractors, licensees and invitees, including the Permitted Users, the full, free and uninterrupted right, licence, liberty, privilege, permission and right of way to enter, use, go, return, pass over and across the SRW Area, for the purposes described in section 2.2.

2.2 At any time, the City and its officers, employees, and contractors, and in respect of (a) and (b) below the City’s licensees and invitees including the Permitted Users, may enter the SRW Area:

- (a) to park and access a Shared Vehicle in the Parking Space designated for Shared Vehicles;
- (b) for access and egress as pedestrians and in a Shared Vehicle between the Parking Space and the adjacent City streets and lanes; and

- (c) to confirm compliance by the Owner with the terms and conditions of this Agreement,

all in accordance with this Agreement.

2.3 The rights granted in sections 2.1 and 2.2 over the SRW Area are subject to such reasonable rules and regulations as may from time to time be prescribed by the Owner, including those for the safety and security of the SRW Area, the Permitted Users, and other users of the Lands, provided that notwithstanding the right of the Owner to make reasonable rules and regulations from time to time, such rules and regulations will:

- (a) not permit the Owner or any other person to charge or permit to be charged, directly or indirectly, any fee whatsoever for the access to or use by the Permitted Users of the SRW Area, other than a charge included in strata fees payable by all strata lot owners in a strata corporation, if applicable, for maintaining the SRW Area; and
- (b) not in any way whatsoever limit the obligation of the Owner to make the Parking Space and all access to and egress from the Parking Space available to the Permitted Users at all times (7 days per week/24 hours per day) provided that the Owner may locate the Parking Space behind a security gate or other mechanism restricting access only if the Permitted Users are provided with a convenient means of access to the Parking Space at all times (7 days per week/24 hours per day).

3.0 SECTION 219 COVENANTS

3.1 Under section 219 of the *Land Title Act* there may be registered as annexed to any land a condition or covenant in favour of the City that the land, or any specified portion of it, is not to be built upon or is to be or is not to be used in a particular manner.

3.2 The Owner covenants, promises and agrees that, notwithstanding the uses permitted from time to time by the City's zoning bylaw, the Lands shall not be used except in strict accordance with this Agreement.

3.3 The Owner covenants:

- (a) except as expressly permitted under this Agreement, not to do anything or to permit any act or thing which in the opinion of the City in any way interferes with or damages or prevents access to or use of the SRW Area or is likely to cause harm to the SRW Area;
- (b) from time to time and at all times at the reasonable request and at the cost of the City to do and execute or cause to be made, done or executed any further and other lawful acts, deeds, things, devices, conveyances and assurances in law required to ensure the City of its rights under this Agreement; and
- (c) to permit the City to peaceably hold and enjoy the rights hereby granted.

4.0 SUBDIVISION

- 4.1 This Agreement shall attach to and run with the Lands and each and every part to which the Lands may be divided or subdivided whether by subdivision plan, strata plan or otherwise howsoever, subject to section 4.2.
- 4.2 If the Lands, or any portion thereof, are subdivided by a strata plan, this Agreement will charge title to the strata lots and the common property comprising such strata plan and:
- (a) no part of the SRW Area will form part of or be located within any strata lot or part of any strata lot and all of the SRW Area will be contained within the common property established by the strata plan;
 - (b) the section 219 covenant and statutory right of way granted herein will be noted on the common property sheet;
 - (c) the strata corporation or the strata corporations so created will perform and observe the Owner's covenants in this Agreement, solely at the expense of the strata lot owners;
 - (d) the liability of each strata lot owner for the performance and observance of the Owner's covenants herein will be in proportion to the unit entitlement of his, her or its strata lot as established by the strata plan; and
 - (e) any strata corporation so created will manage and maintain the SRW Area and the strata corporation may adopt and enforce reasonable rules and regulations concerning the safe use, maintenance and repair of the SRW Area, provided that such rules and regulations must not interfere with or prevent the reasonable use of the SRW Area by the Permitted Users.

5.0 GENERAL

- 5.1 The Owner and the City agree that though the Parking Space must be available for permanent use by a Shared Vehicle, it may be used for visitor parking, loading, or other temporary parking purposes until such time as the Shared Vehicle Organization is ready to assume permanent use of the Parking Space to house a Shared Vehicle.
- 5.2 Nothing in section 2.1 or 2.2 implies that the City has any obligation to the Owner or anyone else to exercise any of their respective rights under section 2.1 or 2.2.
- 5.3 No default, act, or failure to act by the City or its officers, employees, contractors, licensees or invitees under this Agreement will result or be deemed to result in the interruption, suspension or termination of this Agreement, and the Owner will refrain from seeking any judgment, order, declaration or injunction to that effect.
- 5.4 The Owner shall indemnify and save harmless the City from any and all claims, causes of action, suits, demands, fines, penalties, costs or expenses or legal fees whatsoever which anyone has or may have, whether as owner, occupier or user of the Lands, or by a person who has an interest in or comes onto the Lands, or otherwise, which the City incurs as a result of any loss or damage or injury, including economic loss, arising out of or connected with:

- (a) the breach of any covenant in this Agreement;
 - (b) the use of the Lands contemplated under this Agreement; and
 - (c) restrictions or requirements under this Agreement.
- 5.5 The Owner hereby releases and forever discharges the City of and from any claims, causes of action, suits, demands, fines, penalties, costs or expenses or legal fees whatsoever which the Owner can or may have against the City for any loss or damage or injury, including economic loss, that the Owner may sustain or suffer arising out of or connected with:
- (a) the breach of any covenant in this Agreement;
 - (b) the use of the Lands contemplated under this Agreement; and
 - (c) restrictions or requirements under this Agreement.
- 5.6 No part of the title in fee simple to the Lands of the Owner shall pass to or be vested in the City under or by virtue of this Agreement, and the Owner may fully use and enjoy all of the Lands of the Owner subject only to the rights and restrictions in this Agreement.
- 5.7 If the Owner defaults in observance or performance of its obligations hereunder, the City, after 10 days prior written notice to the Owner specifying the default and at any time in case of emergency, may (but is not obligated to) rectify the default, and the Owner shall pay to the City, on demand, its reasonable costs in connection with so rectifying.
- 5.8 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.
- 5.9 At the Owner's expense, the Owner shall do or cause to be done all acts necessary to grant priority to this Agreement over all financial charges and encumbrances which are registered, or pending registration, against the title to the Lands in the Land Title Office save and except those that have been specifically approved in writing by the City or have been granted in favour of the City.
- 5.10 The Owner acknowledges that (a) these Covenants are enforceable against the Owner and his successors in title, but (b) the Owner is not personally liable for breach of these Covenants where such liability arises by reason of an act or omission occurring after the Owner named herein or any future owner ceases to have a further interest in the Lands.
- 5.11 If at the date hereof the Owner is not the sole registered owner of the Lands of the Owner, this Agreement shall nevertheless bind the Owner to the full extent of his interest therein, and if he acquires a greater or the entire interest in fee simple, this Agreement shall likewise extend to such after-acquired interests.
- 5.12 If the Owner consists of more than one person, each such person will be jointly and severally liable to perform the Owner's obligations under this Agreement.
- 5.13 This Agreement is the entire agreement between the parties hereto regarding its subject.

- 5.14 It is mutually understood, acknowledged and agreed by the parties hereto that the City has made no representations, covenants, warranties, guarantees, promises or agreements (oral or otherwise) with the Owner other than those contained in this Agreement.
- 5.15 The waiver by a party of any breach of this Agreement or 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, and no waiver shall be effective unless it is in writing signed by both parties.
- 5.16 Whenever this Agreement creates a power or obligation of the City to make a decision or to exercise any contractual right or remedy, the City may do so in accordance with the provisions of this Agreement and no public law duty, whether arising from the principals of fairness or the rules of natural justice, shall have any application.
- 5.17 Nothing contained or implied in this Agreement will derogate from the obligations of the Owner under any other agreement with the City or prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions under all public and private statutes, by-laws, orders and regulations, which may be as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by Owner and the City.
- 5.18 The Owner agrees to execute all other documents and provide all other assurances necessary to give effect to the covenants contained in this Agreement.
- 5.19 The division of this Agreement into articles and sections and the insertion of headings are for the convenience of reference only and will not affect the construction or interpretation of this Agreement.
- 5.20 If any section, subsection, sentence, clause or phrase in this Agreement is for any reason held to be invalid by the decision of a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of the Agreement.
- 5.21 Wherever the singular, masculine and neuter are used throughout this Agreement, the same is to be construed as meaning the plural or the feminine or the body corporate or politic as the context so requires.
- 5.22 This Agreement will be governed and construed according to the laws of the Province of British Columbia.
- 5.23 Time is of the essence of this Agreement.
- 5.24 This Agreement may be executed in counterparts and delivered by emailed PDF file, each of which will have the same effect as if all 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.

6.0 PRIORITY AGREEMENT

- 6.1 [REDACTED], as the registered holder of charges by way of [REDACTED] and [REDACTED] against the Lands, which said charges are registered in the Land Title Office at Victoria, British Columbia, under numbers * and *, respectively (the “**Existing Charges**”), for and in consideration of the sum of One Dollar (\$1.00) (the receipt whereof is hereby acknowledged), agrees with the Owner and the City that the within statutory right of way and section 219 covenant shall be an encumbrance upon the Lands in priority to the Existing Charges in the same manner and to the same effect as if they had been dated and registered prior to the Existing Charges.

The parties hereto acknowledge that this Agreement has been duly executed and delivered by the parties executing Forms C and D attached hereto.

SCHEDULE "A"
SRW Area

[insert plan]

SCHEDULE "B"
Location of Parking Space

[insert sketch plan]

END OF DOCUMENT