District of Sooke

Public Hearing Information Package

May 25, 2015 at 7:00 pm
Sooke Council Chamber
2225 Otter Point Road, Sooke, BC

6645 Sooke Road

Proposed Bylaw:	**Bylaw No. 613, *Zoning Amendment Bylaw (600-16)***
Zoning Amendment:	A bylaw to amend Bylaw No. 600, *Sooke Zoning Bylaw, 2013* for the purpose of amending the zoning on 6645 Sooke Road from Manufactured Home Park (MHP) to Town Centre Mixed Use (CTC).

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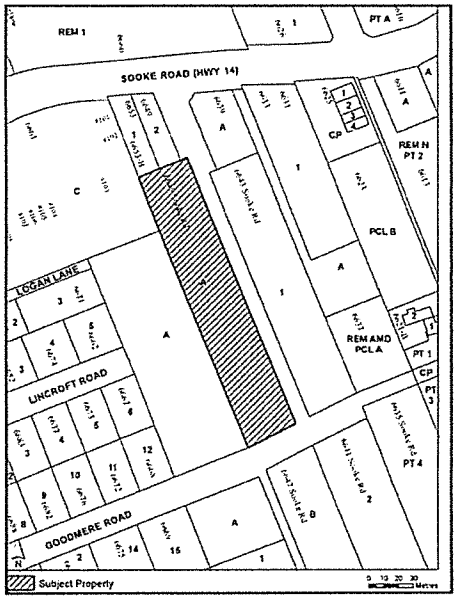
Please note that written and verbal submissions will become part of the public record.

District of Sooke

2205 Otter Point Road, Sooke
Phone: 250-642-1634 Fax: 250-642-0541
email: *info@sooke.ca*
website: www.sooke.ca

NOTICE OF PUBLIC HEARING

A Public Hearing will be held in the Sooke Council Chambers at 2225 Otter Point Road, Sooke, BC on **Monday May 25, 2015** at 7:00 pm to hear presentations on the following matters:



Bylaw No. 613, *Zoning Amendment Bylaw (600-16)* The intent and purpose of Bylaw No 613, *Zoning Amendment Bylaw* (600-16) is to change the zoning on 6645 Sooke Road **from Manufactured Home Park (MHP) to Town Centre Mixed Use (CTC)**. 6645 Sooke Road is legally described as Lot A, Section 10, Sooke District, Plan EPP32715 (PID 029-171-695). Adoption of Bylaw No. 613, *Zoning Amendment Bylaw* (600-16) will be subject to registration of Section 219 Covenants relating to road dedication and affordable housing. The property known as 6645 Sooke Road is shown outlined in black and hatched on the subject property map.

Notwithstanding the Permitted Uses set out in section 405.2 for properties in the CTC Zone, a Bus depot, Car wash, Cluster dwelling units, Funeral home, Plant nursery, Townhouse, Place of worship, drive-in and drive-thru are proposed to be prohibited as uses on 6645 Sooke Road.

All persons who believe their interests in property are affected by these proposed amendments shall be afforded an opportunity to be heard or to present written submissions before Council on the matters contained in the proposed amendments at the above time and place. If you are unable to attend the hearing, we ask that written submissions be provided prior to the close of the public hearing. Please be advised that submissions to Council will become part of the public record.

Copies of the application and all other relevant background documents may be inspected at the offices of the District of Sooke Planning Department, 2205 Otter Point Road, Sooke, BC, between the hours of 8:30 am and 4:30 pm, Monday to Friday (excluding statutory holidays), commencing May 13, 2015 to and including May 25, 2015.

If you have any questions regarding this application, please contact the Planning Department at (250) 642-1634.

DISTRICT OF SOOKE

BYLAW NO. 613

A bylaw to amend Bylaw No. 600, *Sooke Zoning Bylaw, 2013* for the purpose of amending the zoning on 6645 Sooke Road from Manufactured Home Park (MHP) to Town Centre Mixed Use (CTC).

The Council of the District of Sooke, in open meeting assembled, enacts as follows:

1. This bylaw is cited as *Zoning Amendment Bylaw (600-16).*

2. Bylaw No. 600, *Sooke Zoning Bylaw, 2013* is amended in **Schedule A** by changing the zoning on the properties legally described as *Lot A, Section 10, Sooke District, Plan EPP32715* as shown outlined in black and hatched on Schedule A to this bylaw, from Manufactured Home Park (MHP) to Town Centre Mixed Use (CTC).

3. Bylaw No. 600, *Sooke Zoning Bylaw, 2013* is amended in *Schedule 405 – Town Centre Mixed Use (CTC)* by adding the following clause as section 405.8(g):

   "405.8(g) Notwithstanding the Permitted Uses set out in section 405.2 for properties in the CTC zone, on the property identified as *Lot A, Section 10, Sooke District, Plan EPP32715*, Bus depot, Car wash, Cluster dwelling units, Funeral home, Plant nursery, Townhouse, Place of worship, drive-in and drive-thru facilities are prohibited uses."

Introduced and read a first time the 27th day of April, 2015.

Read a second time the 27th day of April, 2015.

Public Hearing held the day of , 2015.

Read a third time the day of 2015.

Approved by the Ministry of Transportation and Infrastructure the day of , 2015.

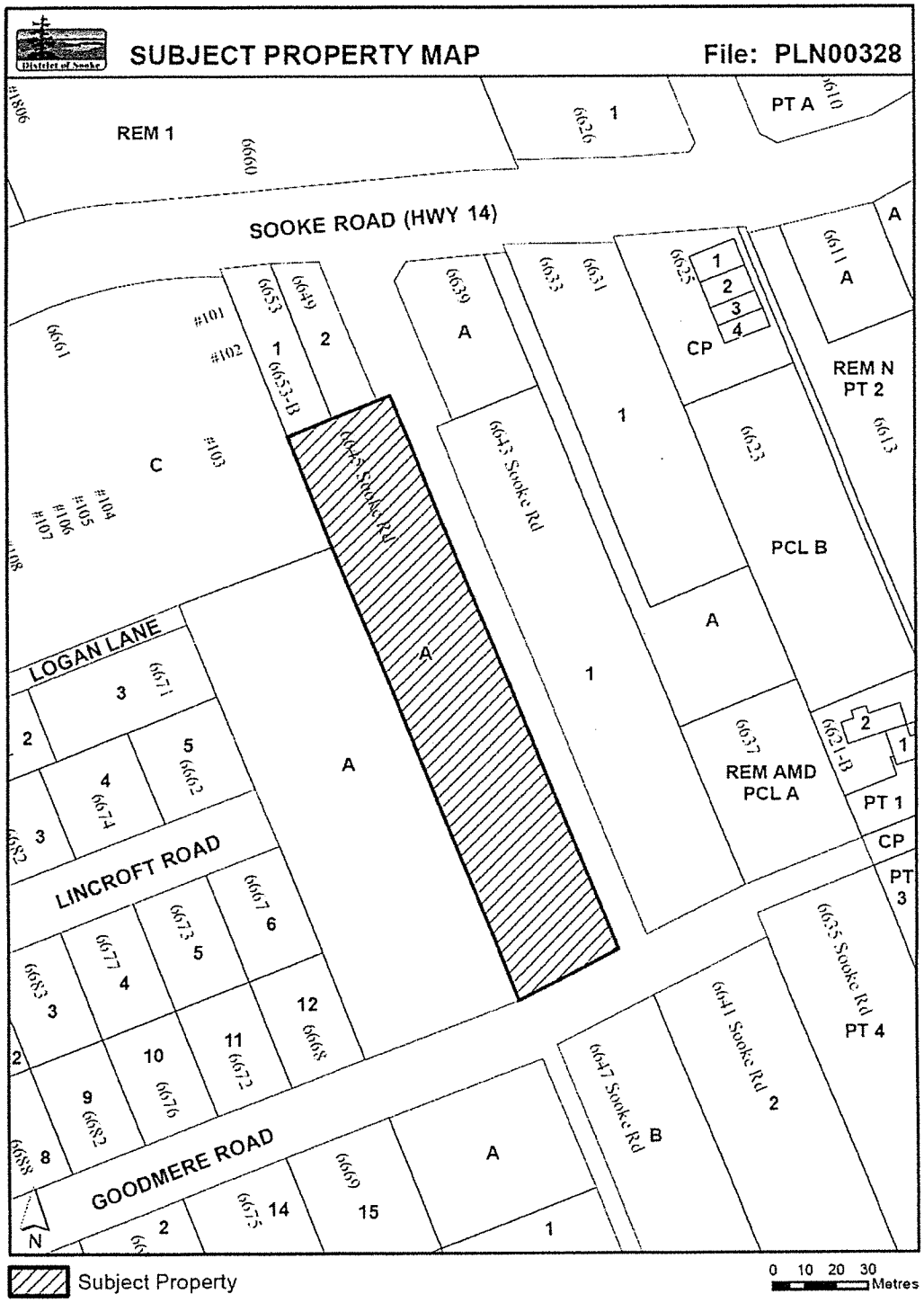
Adopted on the day of , 2015.

Certified Correct:

Maja Tait Mayor	Bonnie Sprinkling Corporate Officer

FOR INFORMATION ONLY: Section 219 Covenant registered the day of , 2015 in the Victoria Land Titles office under number _____.

SCHEDULE A


SUBJECT PROPERTY MAP
File: PLN00328
REM 1
SOOKE ROAD (HWY 14)
PT A
CP
REM N
PT 2
PCL B
REM AMD
PCL A
PT 1
PT 3
PT 4
LOGAN LANE
LINCROFT ROAD
GOODMERE ROAD
Subject Property
0 10 20 30
Metres

B-1 Bylaw No. 613, *Zoning Amendment Bylaw (600-16)* – 6645 Sooke Road

MOVED and seconded that Bylaw No. 613, *Zoning Amendment Bylaw* (600-16) be introduced and read a first time.
CARRIED UNANIMOUSLY

MOVED and seconded that Bylaw No. 613, *Zoning Amendment Bylaw* (600-16) be read a second time.
CARRIED UNANIMOUSLY

MOVED and seconded to schedule a Public Hearing for Bylaw No. 613 in accordance with the requirements of the *Community Charter* and the *Local Government Act;*
CARRIED UNANIMOUSLY

MOVED and seconded to direct that prior to final adoption of Bylaw No. 613, the owner enter into section 219 (LGA) covenants with the District of Sooke to address road dedication and affordable housing, and that Council authorize the Mayor and the Chief Administrative Officer to execute the section 219 covenants when required.
CARRIED UNANIMOUSLY

District of Sooke

File No. PLN00328

DIRECTION REQUEST

Regular Council
Meeting Date: April 27, 2015

To: Gord Howie, Chief Administrative Officer

From: Planning Department

Re: 6645 Sooke Road – Rezoning to Town Centre Mixed Use (CTC) Zone

RECOMMENDATION:

THAT COUNCIL introduce and give first and second reading to Bylaw No. 613, *Zoning Amendment Bylaw (600-16)*;

AND FURTHER THAT COUNCIL direct staff to schedule a Public Hearing for Bylaw No. 613 in accordance with the requirements of the *Community Charter* and the *Local Government Act*

AND FURTHER THAT COUNCIL direct that prior to final adoption of Bylaw No. 613, the owner enter into section 219 (LGA) covenants with the District of Sooke to address road dedication and affordable housing, and that Council authorize the Mayor and the Chief Administrative Officer to execute the section 219 covenants when required.

Summary:
The applicant would like to rezone 6645 Sooke Road, which includes the west half of the future Brownsey Boulevard between Sooke Road and Goodmere Road, from Manufactured Home Park (MHP) to Town Centre Mixed Use (CTC).

Staff brought forward a rezoning application for 6645 Sooke Road to Regular Council on April 13, 2015, which recommended that a number of uses be prohibited and/or restricted within the CTC Zone to ensure that the policies within the OCP and Town Centre Plan for "Waterview Street" would be achieved with a level of certainty.

Council directed staff to report back on April 27, 2015 after working with the applicant to see if there were any land uses that he would be willing to prohibit/restrict on the site, and to see how the affordable housing policies of the OCP would be met.

Discussion of Land Uses
Staff's April 13, 2015 report recommended removal/modifications of particular uses to ensure that the policies within Bylaw No. 400, *Official Community Plan Bylaw, 2010* (OCP) would be satisfied, and the vision for "Waterview Street" would be achieved with a level of certainty. The property owner has agreed to remove some land uses for this site, but has not agreed to all. The applicant has agreed to prohibit the following uses on this site:

> Bus Depot, Car Wash, Cluster dwelling units, Funeral Home, Plant Nursery, Townhouse, Place of Worship, and Drive-in and Drive-thru facilities.

The applicant has not agreed to these additional recommendations from staff:

Current CTC Allowances	Staff recommendation
A. Residential may locate on the first floor of a building (apartment and live work units will be permitted in this zone)	Staff recommend that no residential be located on the first floor of a building for this site. In order to create vibrancy for a future 'Main Street', a row of commercial premises is desired with residential and/or office component above. (Pg.15, Town Centre Plan)
B. "Parking lot/Parkade" may be a primary use of a property	Staff recommends that this be restricted to an accessory use only because of the potential for a parkade as a commercial use. This could create large blank walls along the new main street, and limit the ability to create a row of commercial premises that will create the vibrancy desired.
C. The gross floor area for a single retail use can be up to 2200m^2 (23,700ft^2) for retail, and 3000m^2 (32,300ft^2) for a grocery store.	Staff recommends limiting a single retail use to 500 m^2 or less to achieve the row of retail businesses, which is desired for this street. Large format retail businesses are inappropriate along future 'Main Street'.
D. Buildings can be constructed with a minimum height of 1 storey to and a maximum height of 6 storeys (plus the additional storey if density bonusing is used) *Note: density bonusing is given as an incentive if a developer provides specific items. For example, if 80% or more of parking is provided underground or an assisted living facility is provided into the development or canopies front 75% of the building frontage etc. (see section 3.7 ZB)*	Staff recommends a minimum height of 2 storey buildings to achieve appropriately high densities, as well as a maximum height of 4 storeys (plus the additional storey if density bonusing is used), so as to protect the small town character of Sooke. *It is acknowledged that there is ambiguity in the language of the OCP and the Town Centre Plan regarding the appropriate maximum height for this street.

Road Dedication
The applicant has also agreed to the road dedications for Brownsey Boulevard, and Lincroft Road, secured in the S.219 covenant that must be registered prior to 4th reading of the Bylaw. Staff had recommended that Logan Lane extend through this property, however, the property owner finds this requirement onerous, and as per Council direction, it has been removed from the draft covenant.

Affordable Housing
In order to meet the affordable housing component of the OCP in section 4.7.3, the developer has agreed to contribute $500 per dwelling unit that is to be built on the site. This will be secured as part of a S.219 Covenant. The number of units will be determined at the time of Development Permit, where the developer will provide this contribution prior to the issuance of Building Permit.

Attached Documents:

1. Draft S. 219 covenant for road dedications
2. Draft S. 219 covenant for affordable housing
3. Draft Bylaw No. 613

Respectfully Submitted,

Tara Johnson, RPP, MCIP

Katherine Lesyshen, RPP, MCIP

Approved for Council Agenda

Engineering	Planning
Corp. Services	Finance
CAO	

TERMS OF INSTRUMENT – PART 2

SECTION 219 COVENANT

THIS AGREEMENT, dated for reference _____, 201__ is made

BETWEEN:

SEAVIEW DEVELOPMENT CORP
PO BOX 939
SOOKE BC V9Z 1H9

(the "Owner")

AND:

DISTRICT OF SOOKE, a municipality incorporated under the Local Government Act, R.S.B.C. 1996, c.323 and having its office at 2205 Otter Point Road, Sooke, BC V9Z 1J2

(the "Municipality")

DRAFT

GIVEN THAT:

A. The Owner is the registered Owner in fee simple of the land in Sooke, British Columbia, legally described as:

(PID 029-171-695) Lot A, Section 10, Sooke District, Plan EPP32715

(the "Land");

B. The Owner proposes to develop the Land for Town Centre Mixed Use;

C. The Owner has requested the Municipality to adopt Bylaw No. 613, *Zoning Amendment Bylaw (600-16)* (the "Rezoning Bylaw") rezoning the Land to permit the development proposed by the Owner, and

D. The Council of the Municipality has determined that the adoption of the Rezoning Bylaw would, but for the covenants contained in this Agreement, not be in the public interest; and the Owner therefore wishes to grant pursuant to s.219 of the *Land Title Act*, and the Municipality wishes to accept, the covenants over the Land that are set out in this Agreement;

THIS AGREEMENT is evidence that in consideration of payment of $1.00 by each of the Municipality to the Owner (the receipt of which is acknowledged by the Owner), the Owner grants to the Municipality in accordance with s.219 of the Land Title Act the following covenants:

1. The Owner covenants and agrees with the Municipality that:

   (a) The Land must not be redeveloped beyond its current use;

   (b) The Land must not be subdivided;

   (c) No building permit may be applied for, and the Municipality is not obliged to issue any building permit, in respect of the Land;

   (d) No occupancy permit may be applied for, and the Municipality is not obliged to issue any occupancy permit, in respect of the Land,

   unless the use, subdivision, building or occupancy is in accordance with the Schedule of Restrictions attached as Schedule A.

2. Any opinion, decision, act or expression of satisfaction of the Municipality provided for in this Agreement is to be taken or made by the Municipality's Municipal Engineer or his or her delegate authorized as such in writing, in each case acting reasonably.

3. The Owner may, after the Rezoning Bylaw is adopted, request a discharge of any particular covenant granted in this Agreement in respect of any parcel into which the Land may be subdivided, and the Municipality shall execute and deliver a discharge in respect of any such covenant that has been, in the Municipality's opinion, fully satisfied by the Owner.

4. The Owner releases, and must indemnify and save harmless, the Municipality, its elected and appointed officials and employees, from and against all liability, actions, causes of action, claims, damages, expenses, costs, debts, demands or losses suffered or incurred by the Owner, or anyone else, arising from the granting or existence of this Agreement, from the performance by the Owner of this Agreement, or any default of the Owner under or in respect of this Agreement.

5. The parties agree that this Agreement creates only contractual obligations and obligations arising out of the nature of this document as a covenant under seal. The parties agree that no tort obligations or liabilities of any kind exist between the parties in connection with the performance of, or any default under or in respect of, this Agreement. The intent of this section is to exclude tort liability of any kind and to limit the parties to their rights and remedies under the law of contract and under the law pertaining to covenants under seal.

6. The rights given to the Municipality by this Agreement are permissive only and nothing in this Agreement imposes any legal duty of any kind on the Municipality to anyone, or obliges the Municipality to enforce this Agreement, to perform any act or to incur any expense in respect of this Agreement.

7. Where the Municipality 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 Municipality is under no public law duty of fairness or natural justice in that regard and agrees that the Municipality may do any of those things in the same manner as if it were a private party and not a public body.

8. This Agreement does not:

   (a) affect or limit the discretion, rights or powers of the Municipality under any enactment (as defined in the Interpretation Act, on the reference date of this Agreement) or at common law, including in relation to the use of the Land,

   (b) affect or limit any enactment related to the use of the Land, or

   (c) relieve the Owner from complying with any enactment, including in relation to the use of the Land.

9. Every obligation and covenant of the Owner in this Agreement constitutes both a contractual obligation and a covenant granted under s.219 of the Land Title Act in respect of the Land and this Agreement burdens the Land and runs with it and binds the successors in title to the Land. This Agreement burdens and charges all of the Land and any parcel into which it is subdivided by any means and any parcel into which the Land is consolidated. The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered Owner of the Land.

10. The Owner agrees to do everything reasonably necessary, at the Owner's expense, to ensure that this Agreement is registered against title to the Land with priority over all financial charges, liens and encumbrances registered, or the registration of which is pending, at the time of application for registration of this Agreement.

11. An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach in respect of which the waiver is asserted. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.

12. If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.

13. This Agreement is the entire agreement between the parties regarding its subject.

14. This Agreement binds the parties to it and their respective successors, heirs, executors and administrators.

15. The Owner must do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instrument.

16. By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.

As evidence of their agreement to be bound by the terms of this instrument, the parties hereto have executed the Land Title Office Form C that is attached hereto and forms part of this Agreement.

SCHEDULE "A"

SCHEDULE OF RESTRICTIONS

1. Road dedication of twenty (20) metres width is required for Lincroft Road.

2. Road dedication of five (5) metres is required along the Brownsey Boulevard frontage.

END OF DOCUMENT

TERMS OF INSTRUMENT – PART 2

SECTION 219 COVENANT

THIS AGREEMENT, dated for reference _____, 201__ is made

BETWEEN:

SEAVIEW DEVELOPMENT CORP
PO BOX 939
SOOKE BC V9Z 1H9

(the "Covenantor")

AND:

DISTRICT OF SOOKE, a municipality incorporated under the Local Government Act, R.S.B.C. 1996, c.323 and having its office at 2205 Otter Point Road, Sooke, BC V9Z 1J2

(the "Municipality")

GIVEN THAT:

A. The Covenantor is the registered Owner in fee simple of the land in Sooke, British Columbia, legally described as:

(PID 029-171-695) Lot A, Section 10, Sooke District, Plan EPP32715

(the "Land");

B. Section 219 of the *Land Title Act* provides, inter alia, that a covenant, whether of a negative or positive nature, may be registered as a charge against the title, in favour of the Municipality or the Crown, and that the covenant is enforceable against the Covenantor and the successors in title of the Covenantor.

C. A covenant under Section 219 of the *Land Title Act* may include provisions in respect of the use of land, the use of a building on or to be erected on lands; that land is to be built on in accordance with the covenant, is not to be built on except in accordance with that covenant or is not to be built on; that land is not to be subdivided unless in accordance with the covenant or is not to be subdivided.

D. The Covenantor agrees that the Land is to not to be built on except in accordance with the provisions in respect of use of land and the terms and conditions herein provided for in this covenant.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT pursuant to Section 219 of the *Land Title Act* and in consideration of the premises, the mutual covenants and agreements contained herein and other good and valuable consideration and the sum of One Dollar ($1.00) now paid by the Municipality to the Covenantor (the receipt and sufficiency whereof is hereby acknowledged), the parties hereto

covenant and agree that the Lands shall not be used or built on except in accordance with this Covenant as follows:

1. THE COVENANTOR COVENANTS AND AGREES with the Municipality that

   a) No building or structure is to be built on the Land containing a residential use, and the Municipality is not obliged to issue any building permit in respect of a building on the Land containing a residential use, until the owner provides $500.00 per residential unit towards the Housing Reserve Fund, Bylaw No. 259.

2. IT IS MUTUALLY UNDERSTOOD, agreed and declared by and between the parties hereto that:

   a) nothing contained or implied herein shall in any way restrict or abrogate and shall not be deemed to restrict or abrogate, the rights and powers of the Municipality in the exercise of its functions under any public and private statutes, by-laws, orders and regulations, in its absolute discretion, and in accordance with its lawful powers and duties;

   b) the burden of the covenants herein provided for shall run with the Lands and will be personal and binding upon the Covenantor during the Covenantor's seisen of or ownership of any interest in the Lands;

   c) notwithstanding anything to the contrary, the Covenantor shall not be liable under any breach of any covenants and agreements contained herein occurring after the Covenantor ceases to have any further interest in the Lands:

   d) the Covenantor will deliver, after execution hereof, this Agreement to the Municipality in a form acceptable as a Section 219 Covenant and concurrently such instruments of priority as may be necessary to give this Agreement priority over all financial charges and encumbrances which may have been registered against the title to the Lands at the time of submitting this Agreement for registration in the applicable Land Title Office, save and except those specifically approved in writing by the Municipality or in favour of the Municipality;

   e) the fee simple estate in and to the Lands will not pass or vest in the Municipality under or by virtue of these presents and the Covenantor may fully use and enjoy the Lands except only for the requirements provided for in this Agreement;

   f) the Covenantor and its successors and assigns shall at all times indemnify and save harmless the Municipality from and against all claims, demands, actions, suits, loss, costs, fines, penalties, charges, damages and expenses including legal fees and litigation expenses whatsoever which the Municipality may incure, suffer or be put to arising out of or in connection with any breach of any covenant or agreement on the part of the Covenantor contained in this Agreement;

   g) the covenants and agreements on the part of the Covenantor and herein provided for have been made by the Covenantor as contractual obligations as well as having been made pursuant to Section 219 and as such will be binding on the Covenantor;

   h) nothing herein provided for shall be deemed to constitute waivers of any lawful requirements within which the Covenantor would otherwise be obligated to comply with;

   i) no amendment of, addition to, or discharge of this Agreement shall be binding upon the parties hereto unless it is in writing and executed by the parties hereto;

j) if any provision provided for in this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement which shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained therein and such other provisions shall be enforceable to the fullest extent permitted by law;

k) the Municipality, in addition to its rights under this Agreement or at law, will be entitled to all equitable remedies, including specific performance, injunction and/or declaratory relief, to enforce its rights under this Agreement;

l) the Covenantor shall pay for the preparation and registration, if applicable, of this Agreement together with any concurrent instruments of priority as herein provided for and any amendment, addition or discharge thereof;

m) wherever the singular, masculine, or neuter is used herein, the same shall be construed as meaning the plural, feminine or the body corporate or politic according to the context in which it is used;

n) the parties hereto shall do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement; and

o) this Agreement shall enure to the benefit of and be binding upon the Covenantor, the Municipality and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereby acknowledges that this Agreement has been duly executed and delivered by executing the Form C and D attached hereto.

END OF DOCUMENT

DISTRICT OF SOOKE

BYLAW NO. 613

A bylaw to amend Bylaw No. 600, *Sooke Zoning Bylaw, 2013* for the purpose of amending the zoning on 6645 Sooke Road from Manufactured Home Park (MHP) to Town Centre Mixed Use (CTC).

The Council of the District of Sooke, in open meeting assembled, enacts as follows:

1. This bylaw is cited as *Zoning Amendment Bylaw (600-16)*.

2. Bylaw No. 600, *Sooke Zoning Bylaw, 2013* is amended in **Schedule A** by changing the zoning on the properties legally described as *Lot A, Section 10, Sooke District, Plan EPP32715* as shown outlined in black and hatched on Schedule A to this bylaw, from Manufactured Home Park (MHP) to Town Centre Mixed Use (CTC).

3. Bylaw No. 600, *Sooke Zoning Bylaw, 2013* is amended in *Schedule 405 – Town Centre Mixed Use (CTC)* by adding the following clause as section 405.8(g):

   "405.8(g) Notwithstanding the Permitted Uses set out in section 405.2 for properties in the CTC zone, on the property identified as *Lot A, Section 10, Sooke District, Plan EPP32715*, Bus depot, Car wash, Cluster dwelling units, Funeral home, Plant nursery, Townhouse, Place of worship, drive-in and drive-thru facilities are prohibited uses."

Introduced and read a first time the day of 2015.

Read a second time the day of , 2015.

Public Hearing held the day of , 2015.

Read a third time the day of 2015.

Approved by the Ministry of Transportation and Infrastructure the day of , 2015.

Adopted on the day of , 2015.

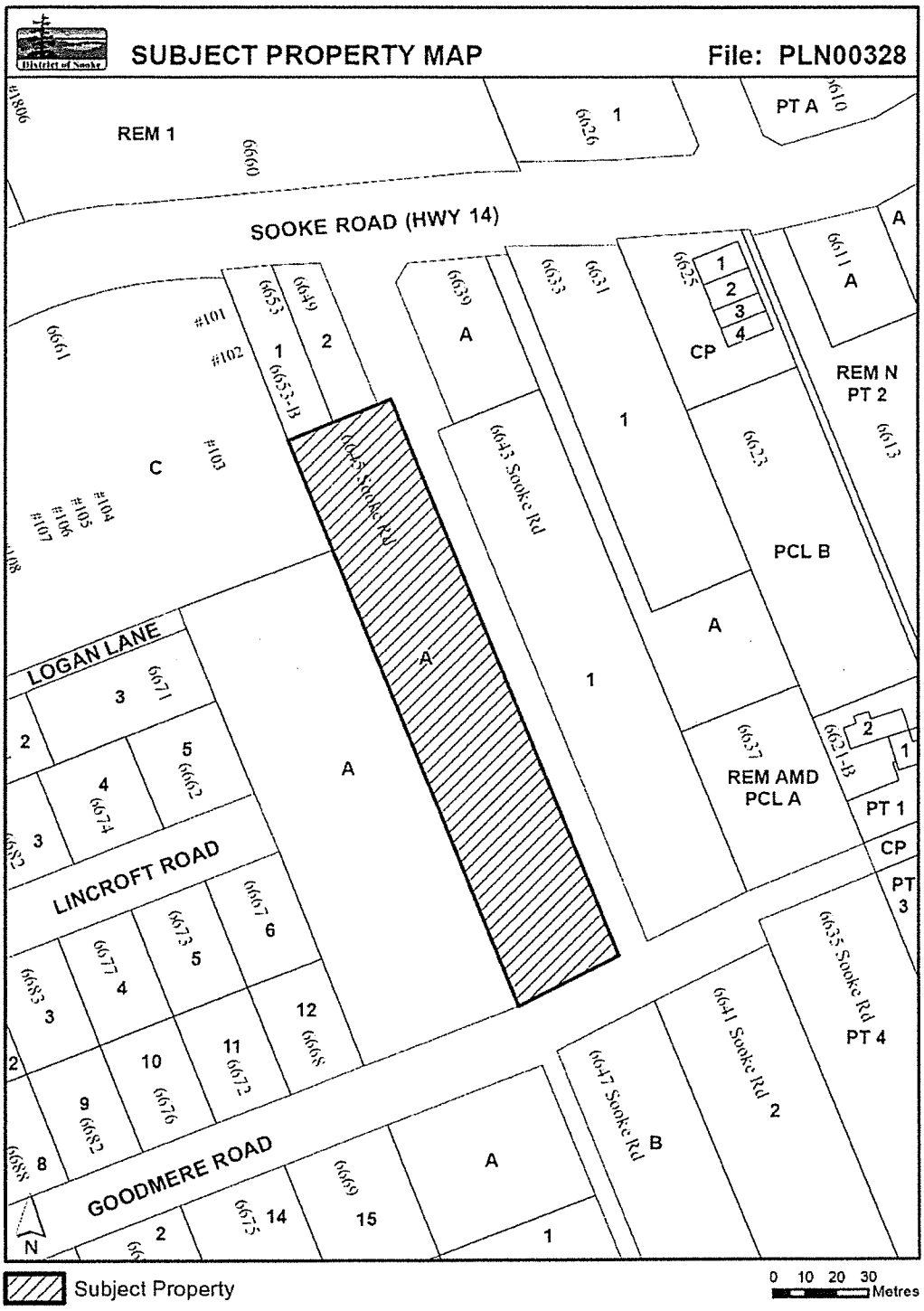
Certified Correct:

Maja Tait Mayor	Bonnie Sprinkling Corporate Officer

DRAFT

FOR INFORMATION ONLY: Section 219 Covenant registered the day of , 2015 in the Victoria Land Titles office under number _____.

SCHEDULE A


SUBJECT PROPERTY MAP
File: PLN00328
REM 1
SOOKE ROAD (HWY 14)
PT A
REM N
PT 2
PCL B
REM AMD
PCL A
PT 1
CP
PT 3
PT 4
LOGAN LANE
LINCROFT ROAD
GOODMERE ROAD
6643 Sooke Rd
6635 Sooke Rd
6641 Sooke Rd
6647 Sooke Rd
N
Subject Property
0 10 20 30
Metres

B-1 Bylaw No. 613, *Zoning Amendment Bylaw (600-16)* – 6645 Sooke Road

Jeff Zigay, Applicant, stated that he believes that some of the recommended prohibited uses are mute as he would not be considering these uses for his property. Mr. Zigay advised that he has an issue with the limited gross floor area restriction of 500m^2 as there could be some interesting uses for the property that could become limited. Mr. Zigay advised that he applied for CTC zoning and does not agree to density bonusing.

MOVED and seconded to refer Bylaw No. 613, *Zoning Amendment Bylaw (600-16)* back to staff to re-draft and bring back to the April 27th, 2015 Regular Council meeting;
AND TO direct staff to re-draft Bylaw No. 613 to amend the zoning at 6645 Sooke Road to Town Centre Mixed Use (CTC) Zone, with the requirements discussed by Council including affordable housing at $500 per dwelling unit, covenant for road dedication for Lindcroft Road and Brownsey Boulevard only and such prohibited uses as agreed to by the property owner.
CARRIED UNANIMOUSLY

Jeff Zigay also commented that to restrict residential uses to upper storeys only would be quite restrictive and that it would be nice to be able to provide walkouts that could be incorporated with commercial uses for those that may require entry level living.

District of Sooke

File No. PLN00328

DIRECTION REQUEST

Regular Council
Meeting Date: April 13, 2015

To: Gord Howie, Chief Administrative Officer

From: Planning Department

Re: 6645 Sooke Road – Rezoning to Town Centre Mixed Use (CTC) Zone

RECOMMENDATION:

THAT COUNCIL introduce and give first and second reading to Bylaw No. 613, *Zoning Amendment Bylaw (600-16)*;

AND FURTHER THAT COUNCIL direct staff to schedule a Public Hearing for Bylaw No. 613 in accordance with the requirements of the *Community Charter* and the *Local Government Act*

AND FURTHER THAT COUNCIL direct that prior to final adoption of Bylaw No. 613, the owner enter into section 219 covenants with the District of Sooke to address road dedication and affordable housing, and that Council authorize the Mayor and the Chief Administrative Officer to execute the section 219 covenants.

1. Executive Summary:

The applicant would like to rezone 6645 Sooke Road, which includes the west half of the future Brownsey Boulevard between Sooke Road and Goodmere Road from Manufactured Home Park (MHP) to Town Centre Mixed Use (CTC).

To ensure that the policies within Bylaw No. 400, *Official Community Plan Bylaw, 2010* (OCP) are satisfied and the vision of the Town Centre for "Waterview Street" is achieved with a level of certainty, staff recommend support for the CTC Zone on this property, provided that the following site specific restrictions are put in place:

- Prohibit Bus depot, Car wash, Cluster dwelling units, Funeral home, Plant nursery, Townhouse, and Place of worship as permitted uses;
- Prohibit drive-in and drive-thru facilities;
- Restrict "Parking lot, parkade" as an accessory use on the property;
- Permit residential uses on upper storeys only;
- Limit the gross floor area for a single retail use to 500 m^2 or less;
- Require a minimum height of 2 storeys;
- Reduce the maximum height of a principal building to 4 storeys up to 16 m;

Each restriction has a specific purpose, and the reason for it, is explained in the **Analysis** portion of this report.

In addition to the recommended restrictions, a covenant is required to ensure road dedication of twenty (20) metres is taken for Lincroft Road, road dedication of seven (7) metres for Logan Lane, and road dedication of five (5) metres is taken along the Brownsey Boulevard frontage. A second covenant is needed to address the affordable housing policies within the OCP. The owner has agreed to payment of $500.00 per residential unit towards the District of Sooke's Housing Reserve Fund Bylaw No. 259 prior to building permit issuance.

The Town Centre Mixed Use Zone as proposed by staff will meet the OCP and the Town Centre Plan.

2. Background:
The subject property is in a high profile location within the Town Centre Plan; located in the heart of Sooke's town centre and adjacent to the newly named Brownsey Boulevard, commonly know as "Waterview Street" in the OCP.

The CTC zone was created as a very flexible zone intended to provide a multitude of commercial and residential uses in the town centre. The CTC zone as its written has a 6 storey height maximum, options for ground floor residential, and restricts the gross floor area of single retail uses to 2200m^2 (23,680ft^2). While a CTC zone is supportable in most locations within the Town Centre, staff has been working with the property owner to bring forward a zone that meets the specific objectives and policies of the OCP and the Town Centre Plan for "Waterview Street" (now known as Brownsey Boulevard). Brownsey Boulevard is described as Sooke's "civic backbone" in the Sooke Town Centre Plan (pg. 44).

The site is approximately 1.7 acres (6850m^2) in size. It is a long, narrow site that is located just below Sooke Road and slopes down toward the newly dedicated Goodmere Road. The property has been cleared of most vegetation, and currently contains two mobile homes that are owned by the applicant. The site was formerly used as a manufactured home park, which closed in 2010.

The surrounding neighbourhood is in transition, having a mix of land uses ranging from Town Centre mixed use, large lot residential, and general commercial.

The current owners do not wish to develop the site, and do not have a development plan for the property.

3. Analysis:
The site is designated Town Centre (TC) within Bylaw No. 400, Official Community Plan Bylaw, 2010 (OCP) and is located within the Sewer Specified Area (SSA).

In the Executive Summary of the Town Centre Plan, 2009 *The fundamental guiding recommendation of this Town Centre Plan is to transform the area south of Sooke Road and develop around a new 'main street' (Waterview Street) that will visually and physically link Sooke Road to the waterfront. Development along Waterview Street should be mainly four storeys, with commercial spaces below residential floors.*

Staff have carefully considered the policies within the OCP and the Town Centre Plan when reviewing this application. Although the OCP supports further rezoning for commercial use of properties inside the Town Centre (policy 5.4.2(j)), there are specific policies applying to land use and building along the new 'main street' (Brownsey Boulevard). This means that there are policies that affect properties adjacent to Brownsey Boulevard that will not apply to other properties in the Town Centre.

The following explains the reasons for the suggested changes to the CTC zone, backed up by the OCP and/or Town Centre Plan:

(a) Uses
To create an attractive and vibrant main street, the OCP and Town Centre Plan support a wide variety of uses on Brownsey Blvd. There are, however, a number of uses in the existing CTC zone that would not be appropriate for this site. Some commercial uses in the existing CTC Zone are considered too 'automobile focused', or require large amounts of parking. For this reason, and as a result of OCP policies 4.4.3(f), 4.7.3(q), 5.4.2(h), and 5.4.2(n), bus depot, car wash, funeral home, plant nursery, place of worship and drive-in/drive thru facilities are recommended as prohibited uses for this site.

Staff's recommendation to prohibit Townhouse, cluster dwelling units (detached townhouses) and residential uses on the ground floor is supported by OCP policies 5.4.2(i) *To create active storefronts that limit non-retail uses on the ground floor* and 5.4.3(d) *No residential only buildings are supported along Waterview Street.* Within the Land Use Objectives on Page 15 in the Town Centre Plan it says, *In order to create vibrancy for future 'Main Street', a row of commercial premises is desired with residential and/or office component above.* Commercial-residential development will be considered for sites fronting the proposed Waterview Street (Town Centre Plan, Page 12).

To ensure that the first storey of a structure is not a 'commercial parking lot/parkade', staff recommends restricting a parking lot/parkade use as an accessory use only.

(b) Height
There is some ambiguity in the Town Centre Plan about the maximum height desired in the town centre, particularly for "Waterview Street". The OCP in section 5.4.2(a)(c)(d), and 5.4.3(a)(c)(d) states that buildings should be primarily 4 storeys in height, but 6 storeys (up to 22 metres) could be considered in key locations, where topography warrants taller buildings. Throughout the Town Centre Plan, it says that height should be primarily, or mainly 4 stories (Land Use Recommendations - pg. 5, Commercial Residential - pg.12,Built Form - pg. 36)

The developer would like to see the maximum height of 6 storeys. Staff recommends a maximum height of 4 storeys (up to 16 metres) for the subject property, with a minimum height restriction of 2 storeys, to preserve a more pedestrian friendly environment and small town character, while still achieving the desired density and vitality. If the height is limited to 4 stories, the owner still has an option of Density Bonusing, a provision provided as a general regulation in section 3.7 of Bylaw No. 600, *Sooke Zoning Bylaw, 2013* (Zoning Bylaw).For any height greater than 4 stories maximum in the zone, staff does not recommend that the Density Bonus provisions within section 3.7 be applicable.

(c) Gross Floor Area of Retail
Currently the CTC Zone allows for individual retail spaces up to 2200m^2 (23,700ft^2) and 3000m^2 (32,300ft^2) for grocery stores. In order to achieve the small scale, compact, pedestrian oriented storefronts envisioned for this street, staff feel that it would be prudent to minimize the amount of floor space for individual retail and grocery spaces to 500m^2 (5380ft^2). (Sec 4.4.3 (f)(i), Sooke OCP, 2010)

Examples of existing retail space in Sooke:

Spaces 500m^2 or less	Larger format retail
Sooke Laundromat – 271m^2	Shoppers Drug Mart – 1720m^2
Pet Store building footprint – 300m^2	Village Foods Complex (main building footprint) – approx. 3000m^2
St Vincent De Paul Thrift Store – 290m^2	Home Hardware – 1400m^2 (Not including storage yard)
	Peoples Drug Mart – 700m^2

*Note that this condition does not restrict the gross floor area of other types of commercial or institutional spaces such as restaurants, libraries, theatres etc.

(d) Density Bonusing
Density bonusing under Section 3.7 of the Zoning Bylaw applies to multiple family uses. The Density Bonus provisions have the ability to increase height of the building by one-storey. Staff is concerned that an additional height provision will adversely affect the feel of the street from a pedestrian perspective. If the maximum height is kept at 6 stories, density bonusing could result in 7 storeys. Staff recommends a reduction in the maximum height to 4 storeys, with the knowledge that a future developer has the option of achieving an additional story through density bonusing.

4. Amenity Contribution & Affordable Housing:
Since the property will be primarily commercial, in a location that is vital in the development of the Town Centre, staff have determined that the site redevelopment does not warrant an amenity contribution as per Section 3.5 of the Community Amenity Contribution Policy.

In order to meet the affordable housing component of the OCP in section 4.7.3, the developer has agreed to contribute $500 per dwelling unit that is to be built on the site. This will be secured as part of a S.219 Covenant. The number of units will be determined at the time of Development Permit, at which time the developer will provide this contribution prior to the issuance of Building Permit.

5. Servicing
Bylaw 404, Subdivision and Development Standards Bylaw must be adhered to unless variances are granted by Council. The road cross sections have been attached for reference. Upgrades will include sidewalks, parking, street trees etc.

For road dedications, Lincroft Road will be dedicated (20m), Logan Lane will be dedicated (7m) and an additional 5m of Brownsey Boulevard will be dedicated.

Drainage will be dealt with by way of Bylaw 404, Subdivision and Development Standards Bylaw. Any upgrades required will be addressed by the developer.

The site is located within the sewer specified area, and can connect to the sewer system. Due to the potential increase in density the applicant will need to complete a sewer serviceability study at the time of Development Permit to review the capacity of downstream sewers. All costs associated with upgrading and installing the downstream systems will be borne by the developer.

6. Referral Comments
The Ministry of Transportation and Infrastructure (MoTI) has indicated that they have no concerns with this rezoning proposal. No further traffic studies are required.

According to the Province, there are no known archeological sites on the subject properties. No further investigation is required in this regard; however, the applicant has been advised that if an archaeological site is encountered during development, activities must be halted and the Archaeology Branch contacted.

Geotechnical concerns have not been noted through the referral process; therefore no geotechnical study was requested at this time. Geotechnical concerns may need to be addressed once a specific building is proposed for the site, and will be dealt with on a case-by-case basis.

7. Legal Impacts:
Prior to 4th Reading of this proposed Zoning Amendment, the applicant is required to enter into a Development Agreement (s.219) that indicates the road dedications and a section 219 covenant regarding affordable housing contributions.

8. Strategic Relevance:
The rezoning application, including the special restrictions recommended by staff, provides certainty for the Town Centre being redeveloped in the way envisioned in the Town Centre Plan and the OCP.

9. Financial Impacts:
The Applicant will pay for all costs associated with offsite improvements and development must follow District of Sooke Bylaws and regulations. The Applicant will be responsible for paying all legal costs of registering the covenant.

The developer of the site will contribute toward the District's affordable housing reserve fund, at a rate of $500 per residential unit constructed. This will be secured at the time of Development Permit and collected prior to Building Permit.

10. Implication of Recommendation:
Staff recommends approval for the application for the following reasons:

- This site is located in the Town Centre; an area designated for redevelopment and growth
- With staff's recommended changes, the rezoning will meet the policies of the OCP and Town Centre Plan
- The site has access to municipal services.
- The development of this site will trigger critical road dedications and road improvements
- A contribution to the affordable housing reserve fund will be made in connection to any residential units proposed for the site meeting OCP section 4.7.3.
- The proposed changes to the CTC zone, specific to this site, will strengthen the vision and policies in the OCP and Town Centre Plan for pedestrian friendly businesses and a pedestrian scaled and focused future 'Main Street'.

Attached Documents:

1. Application Summary
2. Policy Context (OCP and Town Centre Plan)
3. Referral Agency Comments
4. Subject property map and aerial photo
5. Draft S. 219 covenant for road dedications
6. Draft S. 219 covenant for affordable housing
7. Draft Bylaw No. 613
8. Draft CTC Zone (with proposed modifications)

Respectfully Submitted,

Tara Johnson, RPP, MCIP

Katherine Lesyshen, RPP, MCIP

Approved for Council Agenda

Engineering | Planning

Corp. Services | Finance

CAO

Application Summary

Address	6645 Sooke Road
Legal	Lot A, Section 10, Sooke District, Plan EPP32715
Existing Zoning	Manufactured Home Park (MHP)
Proposed Zoning	Town Centre Mixed Use (CTC)
Existing OCP	Town Centre
Proposed OCP	n/a
Parcel Size	1.7 acres (6850m2)
DP Area	A DP will be required for further development
Services	**Water:** CRD Water **Sewer:** Municipal **Drainage:** On-site
Adjacent Land Uses	**North**: Commercial **South:** Commercial **East:** Commercial & Single family residential **West:** Commercial

Present Zoning and Proposed Zoning

	MHP	**CTC Zone (containing proposed amendments)**
Minimum Lot Size for Subdivision	1 ha, or in the case of stratification of MHP units, the minimum lot size for individual site lots will be 325m^2.	600m^2
Maximum Height of Principle Building	10 m	16 m or 4 Storeys with density bonusing available to 5 storeys
Maximum height accessory building	9 m	9 m
Maximum Lot Coverage	45%	85%
Minimum Width	15 m	15 m

POLICY CONTEXT

OFFICIAL COMMUNITY PLAN, 2010

This site is designated Town Centre (TC). The vision of this designation is to ensure the highest density residential development will occur in this area of Sooke, while being the primary commercial hub. The following table analyses compliance with relevant sections of the OCP. More specific objectives are identified for 'Waterview Street'.

*Note that "Waterview Street" is now known as Brownsey Boulevard.

PART I – VISION	Relevant Objectives and Policies

3.2.1 Economic Diversification
c) Encouraging revitalization and redevelopment of the Town Centre;
d) Improving the community's overall visual appearance;

3.2.9 Preserving Sooke's Character
a) Encouraging design that promotes small town oceanside character;
d) Encouraging view corridors to Sooke's natural features, including the harbour and waterfront areas;

PART II – THE PLAN	Relevant Objectives and Policies

4.4 Economic Development Objectives

A. Economic Development
b) Encourage and support the healthy quality of life and related businesses, services and infrastructure, while protecting the natural environment;
c) Advocate for sustainable and community appropriate growth, including employment opportunities, small business retention/expansion, population increases and expansion of the taxation base;
d) Encourage a diversified local economy;
k) Create a new Town Centre for the community of Sooke as per the Town Centre Plan;
v) Support Sooke Smart Growth principles when expanding and infilling the Town Centre in order to attract residents and visitors to the Town Centre, with an emphasis on pedestrian networks and residential above commercial development for a fully integrated community:

B. Tourism
b) Create a positive business environment for tourism-related business development;
c) Implement the recommendations of the Sooke Town Centre Plan to make the Town Centre Area the base for tourist activities including food and beverage, waterfront wharf and boardwalk, retail, sight-seeing and nature-based tourist operations;

4.4.3 Economic Development Policies

b) Establish a program to create a street market on the proposed Waterview Street.

f) Focus high traffic generating businesses on the north side of Sooke Road and pedestrian friendly businesses on the South side of Sooke Road.

i) Restrict the development of any 'big box' retail within the community through exclusionary zoning.

j) Support the eventual relocation of light industrial businesses to outside the Town Centre.

n) Support marine related retail including marine pub and hotel on identified waterfront sites.

o) Development of businesses such as a community movie theatre and a bowling alley in the Town Centre.

q) Provide reduced parking incentives within the Town Centre area to promote walkability.

t) Encourage industrial type businesses move away from the Sooke Harbour and Town Centre to more suitable identified industrial areas.

4.7.3 Housing Policies

b) Require that a minimum of 10% of all new multi family and condominium units affordable residential housing as defined by the District of Sooke, and implemented through housing agreements, phased development agreements or through the use of density bonusing;

g) Consider allowing developers flexibility to provide their required affordable housing in different forms thus creating an 'affordable housing mix' in new developments, e.g. secondary suites, condo rental units, cash or land in lieu to the District of Sooke towards on/off-site affordable housing;

q) Support residential use above commercial in commercial areas including CD Areas, Town Centre and commercial nodes;

4.10 Environment Policies

k) preserve the environment and viewscapes of the Sooke Harbour and Basin, as seen from both land and sea, through:

i. appropriate sizing and 'stepping' of new buildings;

ii. Protection and integration of natural features in development design;

PART III - LAND USE DESIGNATIONS	Relevant Policies and Objectives (Town Centre)

Section 5.4.2 Objectives

a) To implement the vision and recommendations outlined in the Town Centre plan;

c) To create streets that extend from Sooke Road to the waterfront and allow for public views of the waterfront;

d) To consider the location and height of development adjacent to the waterfront so as to maintain public harbour views;

f) To provide viewing locations of Sooke Harbour and Basin;

h) to create a new pedestrian scaled and focused Waterview Street south of Sooke Road that extends to the waterfront;

i) To create active storefronts that limit non-retail uses on the ground floor;

j) Support further rezoning for commercial use of properties inside the established

Town Centre core;
k)To investigate other public facilities that would be appropriate for a multi-purpose civic centre located on the proposed Waterview Street as part of the Five Year Capital Plan for Sooke;
m) To support a major multi-purpose educational, tourist oriented, residential and commercial development on the waterfront;
n) To create an identifiable focal point and Town Centre for the community; a place where people live, work and meet, that attracts residents and visitors;

Section 5.4.3 Policies
a) Establish height requirements in terms of acquiring maximum natural lighting to the street for all new and existing development and renovations; avoid building shadows where possible with varying heights;
c) Allow for varying densities and heights of buildings and encourage 'stepping' or 'tiering' of buildings down the slope to the water's edge...;
d) No residential only buildings are supported along Waterview Street. Commercial or mixed use buildings will be primarily 4-6 storeys in height and of a character espoused by the Town Centre Plan;
l)The District will negotiate with landowners at the time of rezoning or development application towards the establishment of public access for a waterfront walkway in the Town Centre area;
o) Parks, open spaces and recreational and institutional facilities are to be featured predominantly in the town centre;

Section 5.4.4 Action Items
a) Amend the Sooke Zoning Bylaw and the Subdivision and development standards bylaw to reflect the zoning provisions in the Town Centre Plan;
b) Meet with VIRL Board regarding the potential relocation of the Library in the Town Centre, possible as part of a multi-purpose civic centre on the proposed Waterview Street or in Mariner's Village;
f) Create a civic square as a key component of the proposed Waterview Street development concept;
m) create parking maximum requirements, instead of minimums, within the Sooke Zoning Bylaw;

THE TOWN CENTRE PLAN, 2009

The Town Centre Plan outlines specific Goals, Objectives and Actions as they relate to this rezoning application.

TOWN CENTRE PLAN	Relevant Policies and Objectives (Town Centre)
Rezoning Potential pg.12 **Commercial/Residential** 1. Commercial-residential development will be considered for sites fronting the proposed Waterview Street as shown on the summary plan...;	

2. Height should be primarily 4 storeys. Additional height up to or beyond 6 storeys may be appropriate for signature buildings that are stepped or tiered to respond to steep topography and incorporate design features such as green roofs and renewable materials to minimize their site and environmental impact;

Land Use – Commercial (pg.15)

Goals

1. Concentrate retail uses, personal services and entertainment within the town centre.
2. Develop a strong service centre that serves Sooke and the surrounding area
3. Develop marine commercial uses that attract tourists and locals

Objectives

1. Create new Waterview Street south of Sooke Road that extends to the waterfront. P. 15
2. Create active storefronts that limit non-retail uses on the ground floor.p. 15
3. Focus service businesses such as gas stations. Hardware stores and fast food restaurants on the north side of Sooke Road. P. 16
4. Support marine related retail including marine pub and hotel on identified waterfront sites. Consider limited parking requirements.p.16

(pg. 18)

Goals

1. Concentrate community services and facilities in the Town Centre.
2. Create space for artists and art.

Objectives

1. Meet with VIRL Board regarding potential relocation of the library as part of the development of a multi-purpose civic centre on the proposed Waterview Street.
2. As part of the Five Year Capital Plan for Sooke, investigate other public facilities that would be appropriate for a multi purpose civic centre located on proposed Waterview Street.
3. Create a civic square as a key component of the proposed Waterview Street development concept.

Land Use – Waterfront (pg. 21)

Goals

1. Improve public views of waterfront from Sooke Road.
2. Improve public access to the waterfront of Sooke Harbour.
3. Introduce uses at strategic locations that add vitality to the waterfront.

Objectives

1. Create streets that extend from Sooke Road to the waterfront and create public views of the waterfront.
2. Limit the location and height of development adjacent to the waterfront in order to maintain public views.

Built Form (pg. 36)

The following are guidelines to assist designers of future buildings within the Town Centre in making buildings of an appropriate scale and massing. The size and

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appearance of future development should reflect the aspirations of the community as a moderate-scale town that achieves appropriately high densities without the use of high rise buildings...

- Mixed use buildings along Waterview Street should be primarily 4 storeys in height. Other residential development will take the form of 3-4 storey townhouses or apartments as well as detached homes with the potential for secondary suites.
- A consistent line of building fronts which clearly defines the space of the street is desired. Building facades will provide definition and enclosure of outdoor spaces, as well as control access to views to and from those spaces. They should reflect the activity which goes on within and express the structure and materiality of the building.
- Larger and longer buildings should be broken into "human scaled" proportions, especially along street fronts.
- Massing should be devised to minimize shadowing effects on surrounding buildings or open spaces. Proportional relationships between street width and buildings must also be considered. On sloping sites, stepped or tiered buildings may be appropriate and preferable as they reflect the nature of the topography.
- Windows should be placed to allow overlook of streets, lanes, sidewalks, pedestrian passages, children's play areas, parking areas, public open spaces and the water's edge to increase neighbourhood security.
- Overhangs and canopies are encouraged, especially on commercial buildings. They should provide shelter from rain and sun as well as usable outdoor area for shops and restaurants. All canopies and awnings should be designed to integrate with the architecture of the building.

Parking (Pg. 47)

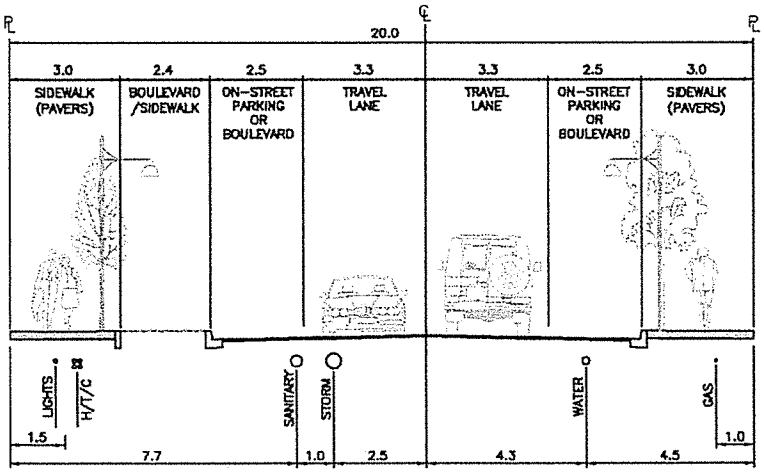
The development of a Town Centre involves mixing of land uses, increasing densities and generally creating a more active, vibrant core area. And while the Town Centre is being developed with the pedestrian in mind, vehicle parking is integral to its successful functioning.

Parking is to be provided so it meets the demand of the various uses contained in the Town Centre. In particular, retail uses require a sufficient parking supply otherwise they will not be attracted to the Town Centre. It is important, however, that parking supply does not exceed demand otherwise vehicles will become the preferred travel mode and pedestrian scaled environment sought for the Town Centre will not take form.

SUMMARY OF COMMENTS RECEIVED
IN RESPONSE TO DISTRICT OF SOOKE REFERRAL SENT Sep 17, 2014

EXTERNAL REFERRALS	
Agency	**Comments**
EPCOR	No concerns at this time.
BC Hydro	No response
Ministry of Transport and Infrastructure	The ministry has no objections to the proposed rezoning(s) and has no additional requirements for approval.
Canada Post	No response
BC Transit	No concerns.
Beecher Bay	No concerns but encourages consultation with them and T'Sou-ke nation should any archaeological sites be found.
CRD Water	Community piped water can be supplied to the proposed development provided that the owner(s) is prepared to pay all necessary costs and fees authorized under CRD Bylaws for the supply and installation of a water distribution system capable of meeting all domestic and fire flow requirements. 6645 Sooke Road is currently serviced with 1" service at Horne Road and 6647 Sooke Road is currently serviced with a 2" service at the Sooke Road entrance. If this proposal proceeds to the development stage, a detailed review of water servicing design drawings will be required, and a detailed statement of conditions will be provided.
Ministry of Environment	Development that requires vegetation clearing should be minimized and avoided during peak nesting period from March 1 to Aug 31 to reduce impacts on all bird species. A search for nests of birds (eagles, herons, peregrine falcons, gyrfalcon, ospreys) protected under Section 34(b) of the Wildlife Act should be conducted before the start of vegetation clearing. Should a nest of a protected bird be located on the site recommended buffer distances should be adhered to.
SEAPARC	No response.
T'souke Nation	No response.
Archeological Branch	There are no known archaeological sites that exist on either property. There is always a limited possibility for unknown archaeological sites to exist. Archaeological sites are protected under the Heritage Conservation Act and must not be altered or damaged without a permit from the Archaeology Branch. If any land altering development is planned, owners and operators should be notified that if an archaeological site is encountered during development, activities must be halted and the Archaeology Branch contacted.
RCMP	No response.
School District #62	No Concerns
Fortis BC	No concerns.
Shaw Cable	No response.
Telus	No response

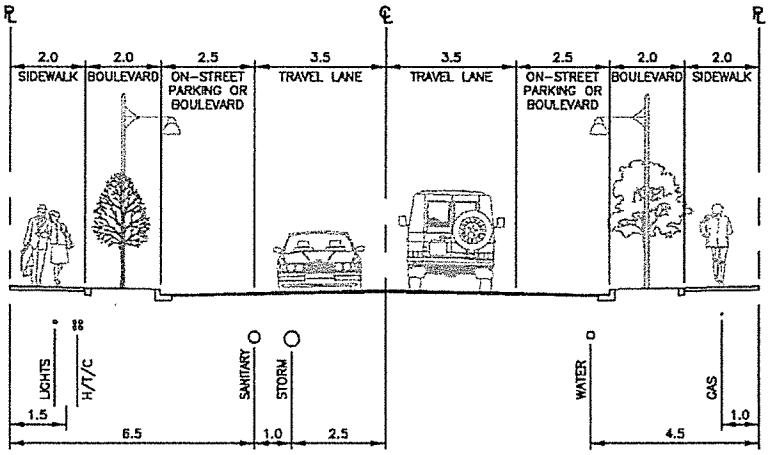
Building	I do have a few questions about existing dwellings and what is the proposal for future.
Fire	No concerns at this time
AO	No objections to rezoning and will deal with any subdivision issues should they apply to subdivide in the future.
Engineering	1.0 General a. Service the new development in accordance with the District of Sooke Bylaw 404, Subdivision and Development Standards Bylaw, 2014. b. Road dedication required for the extension of Lincroft Road. c. Road dedication required for the extension of Logan Lane. d. Five meter road dedication required along Brownsey Boulevard frontage. e. Environmental impacts must be mitigated as per the Ministry of Environment's Develop With Care; Environmental Guidelines for Urban and Rural Land Development in British Columbia, 2012. Any breach of an environmental nature must be reported to the Municipal Engineer immediately. 2.0 Surface Improvements a. The applicant is to design and construct Brownsey Boulevard along the frontage, as per the attached cross section, SDD-R07; DCC credits apply. b. The applicant is to design and construct the extension of Lincroft Road as per the Urban Local cross section, SDD-R02, attached. c. All driveways within public property are to be hard surfaced to the property line. 3.0 Sanitary Sewer a. Property is located within the sewer specified area. However, due to the proposed increased density the applicant is required to complete a sewer serviceability study at time of development permit to review the capacity of downstream sewers. The costs related to upgrading/installing the downstream system, as detailed in the report, will be borne by the developer.



NOTES:

1. THIS SECTION IS A TYPICAL MID-BLOCK DESIGN. INTERSECTIONS ARE TO BE DESIGNED INDEPENDENTLY.
2. ALL CONSTRUCTION TO CONFORM TO MMCD SPECIFICATIONS AND DISTRICT OF SOOKE SUPPLEMENTS, AND BYLAWS.
3. TREES AND ORNAMENTAL STREET LIGHTING TO BE STAGGERED ALONG BOTH SIDES OF THE ROAD IN ACCORDANCE WITH ILLUMINATION ENGINEERING STANDARDS.
4. 3.0m SIDEWALK REQUIRED ALONG BOTH SIDES OF STREET.
5. ELEMENTS OF THIS SECTION MAY BE RECONFIGURED ON NEW INSTALLATIONS AS ACCEPTED BY THE MUNICIPAL ENGINEER.

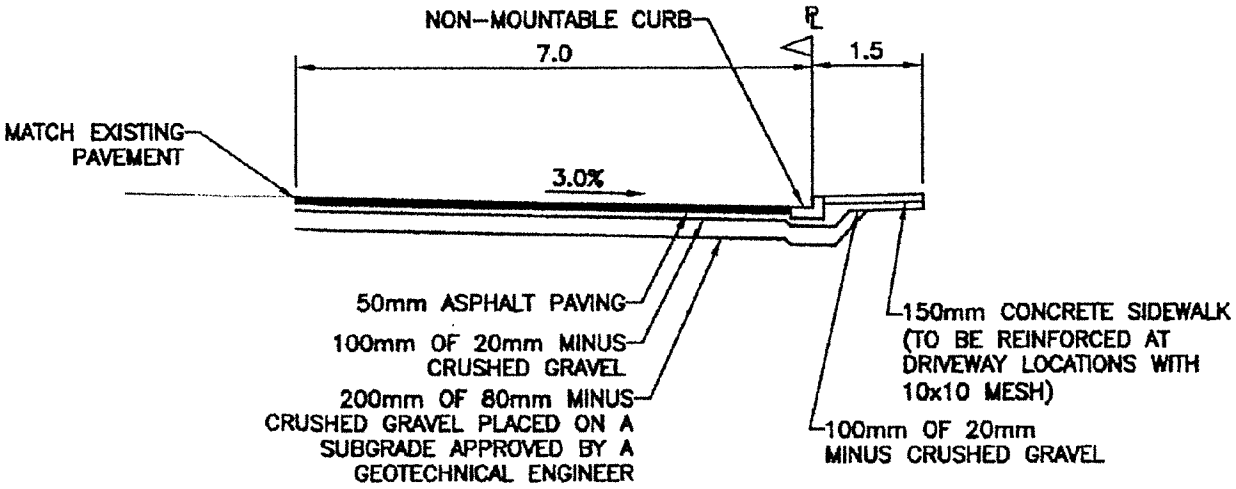
TITLE:	DATE:	DRAWN:	District of Sooke
BROWNSEY BOULEVARD	JULY 2014		
	SCALE: N.T.S.	APPROVED:	DWG No. SDD-R07



NOTES:

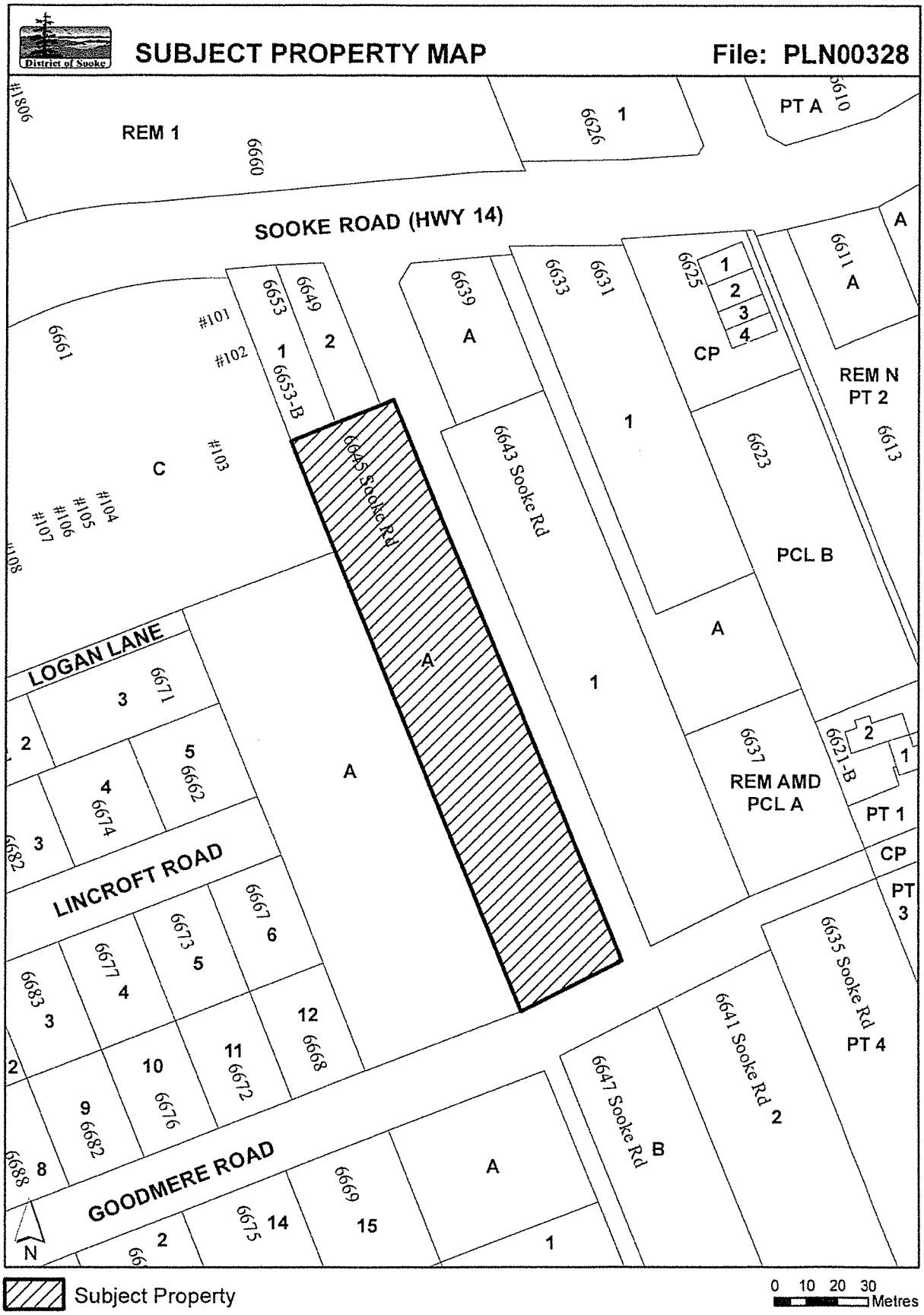
1. THIS SECTION IS A TYPICAL MID-BLOCK DESIGN. INTERSECTIONS ARE TO BE DESIGNED INDEPENDENTLY.
2. ALL CONSTRUCTION TO CONFORM TO MMCD SPECIFICATIONS AND DISTRICT OF SOOKE SUPPLEMENTS, AND BYLAWS.
3. CERTAIN URBAN LOCAL ROADS MAY REQUIRE ANGLED PARKING, IN WHICH CASE A 25.0m RIGHT OF WAY IS REQUIRED.
4. TREES AND ORNAMENTAL STREET LIGHTS TO BE STAGGERED ALONG BOTH SIDES OF THE ROAD IN ACCORDANCE WITH ILLUMINATION ENGINEERING STANDARDS.
5. 3.0m SIDEWALK REQUIRED ALONG BOTH SIDES OF WATERVIEW STREET.
6. ELEMENTS OF THIS SECTION MAY BE RECONFIGURED ON NEW INSTALLATIONS AS ACCEPTED BY THE MUNICIPAL ENGINEER.

TITLE:	DATE:	DRAWN:	District of Sooke
URBAN LOCAL	AUGUST 2014		
	SCALE: N.T.S.	APPROVED:	DWG No. SDD-R02



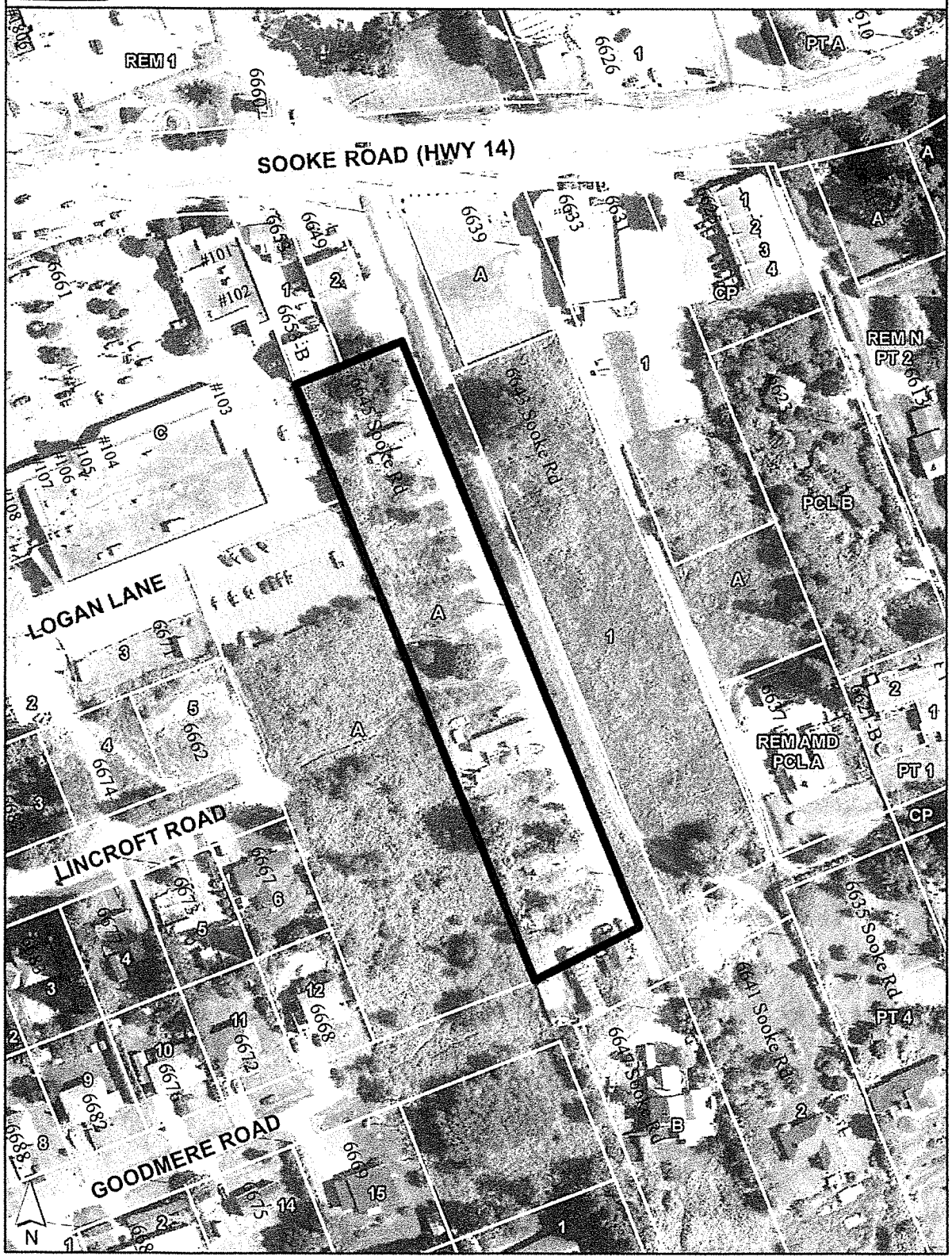
LOGAN LANE TYPICAL SECTION

NTS


SUBJECT PROPERTY MAP
File: PLN00328
District of Sooke
SOOKE ROAD (HWY 14)
REM 1
PT A
LOGAN LANE
LINCROFT ROAD
GOODMERE ROAD
6645 Sooke Rd
6643 Sooke Rd
6647 Sooke Rd
6641 Sooke Rd
6635 Sooke Rd
REM N
PT 2
PCL B
REM AMD
PCL A
PT 1
PT 3
PT 4
CP
N
Subject Property
0 10 20 30
Metres

SUBJECT PROPERTY MAP

File: PLN00328



Subject Property

0 10 20 30 Metres

TERMS OF INSTRUMENT – PART 2

SECTION 219 COVENANT

THIS AGREEMENT, dated for reference _____, 201__ is made

BETWEEN:

SEAVIEW DEVELOPMENT CORP
PO BOX 939
SOOKE BC V9Z 1H9

(the "Owner")

AND:

DISTRICT OF SOOKE, a municipality incorporated under the Local Government Act, R.S.B.C. 1996, c.323 and having its office at 2205 Otter Point Road, Sooke, BC V9Z 1J2

(the "Municipality")

GIVEN THAT:

A. The Owner is the registered Owner in fee simple of the land in Sooke, British Columbia, legally described as:

(PID 029-171-695) Lot A, Section 10, Sooke District, Plan EPP32715

(the "Land");

B. The Owner proposes to develop the Land for Town Centre Mixed Use;

C. The Owner has requested the Municipality to adopt Bylaw No. 613, *Zoning Amendment Bylaw (600-16)* (the "Rezoning Bylaw") rezoning the Land to permit the development proposed by the Owner, and

D. The Council of the Municipality has determined that the adoption of the Rezoning Bylaw would, but for the covenants contained in this Agreement, not be in the public interest; and the Owner therefore wishes to grant pursuant to s.219 of the *Land Title Act*, and the Municipality wishes to accept, the covenants over the Land that are set out in this Agreement;

THIS AGREEMENT is evidence that in consideration of payment of $1.00 by each of the Municipality to the Owner (the receipt of which is acknowledged by the Owner), the Owner grants to the Municipality in accordance with s.219 of the Land Title Act the following covenants:

1. The Owner covenants and agrees with the Municipality that:

   (a) The Land must not be redeveloped beyond its current use;

   (b) The Land must not be subdivided;

   (c) No building permit may be applied for, and the Municipality is not obliged to issue any building permit, in respect of the Land;

   (d) No occupancy permit may be applied for, and the Municipality is not obliged to issue any occupancy permit, in respect of the Land,

   unless the use, subdivision, building or occupancy is in accordance with the Schedule of Restrictions attached as Schedule A.

2. Any opinion, decision, act or expression of satisfaction of the Municipality provided for in this Agreement is to be taken or made by the Municipality's Municipal Engineer or his or her delegate authorized as such in writing, in each case acting reasonably.

3. The Owner may, after the Rezoning Bylaw is adopted, request a discharge of any particular covenant granted in this Agreement in respect of any parcel into which the Land may be subdivided, and the Municipality shall execute and deliver a discharge in respect of any such covenant that has been, in the Municipality's opinion, fully satisfied by the Owner.

4. The Owner releases, and must indemnify and save harmless, the Municipality, its elected and appointed officials and employees, from and against all liability, actions, causes of action, claims, damages, expenses, costs, debts, demands or losses suffered or incurred by the Owner, or anyone else, arising from the granting or existence of this Agreement, from the performance by the Owner of this Agreement, or any default of the Owner under or in respect of this Agreement.

5. The parties agree that this Agreement creates only contractual obligations and obligations arising out of the nature of this document as a covenant under seal. The parties agree that no tort obligations or liabilities of any kind exist between the parties in connection with the performance of, or any default under or in respect of, this Agreement. The intent of this section is to exclude tort liability of any kind and to limit the parties to their rights and remedies under the law of contract and under the law pertaining to covenants under seal.

6. The rights given to the Municipality by this Agreement are permissive only and nothing in this Agreement imposes any legal duty of any kind on the Municipality to anyone, or obliges the Municipality to enforce this Agreement, to perform any act or to incur any expense in respect of this Agreement.

7. Where the Municipality 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 Municipality is under no public law duty of fairness or natural justice in that regard and agrees that the Municipality may do any of those things in the same manner as if it were a private party and not a public body.

8. This Agreement does not:

   (a) affect or limit the discretion, rights or powers of the Municipality under any enactment (as defined in the Interpretation Act, on the reference date of this Agreement) or at common law, including in relation to the use of the Land,

   (b) affect or limit any enactment related to the use of the Land, or

   (c) relieve the Owner from complying with any enactment, including in relation to the use of the Land.

9. Every obligation and covenant of the Owner in this Agreement constitutes both a contractual obligation and a covenant granted under s.219 of the Land Title Act in respect of the Land and this Agreement burdens the Land and runs with it and binds the successors in title to the Land. This Agreement burdens and charges all of the Land and any parcel into which it is subdivided by any means and any parcel into which the Land is consolidated. The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered Owner of the Land.

10. The Owner agrees to do everything reasonably necessary, at the Owner's expense, to ensure that this Agreement is registered against title to the Land with priority over all financial charges, liens and encumbrances registered, or the registration of which is pending, at the time of application for registration of this Agreement.

11. An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach in respect of which the waiver is asserted. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.

12. If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.

13. This Agreement is the entire agreement between the parties regarding its subject.

14. This Agreement binds the parties to it and their respective successors, heirs, executors and administrators.

15. The Owner must do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instrument.

16. By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.

As evidence of their agreement to be bound by the terms of this instrument, the parties hereto have executed the Land Title Office Form C that is attached hereto and forms part of this Agreement.

SCHEDULE "A"

SCHEDULE OF RESTRICTIONS

1. Road dedication of twenty (20) metres width is required for Lincroft Road.

2. Road dedication of five (5) metres is required along the Brownsey Boulevard frontage.

3. Road dedication of seven (7) metres width for the extension of Logan Lane.

END OF DOCUMENT

TERMS OF INSTRUMENT – PART 2

SECTION 219 COVENANT

THIS AGREEMENT, dated for reference _____, 201__ is made

BETWEEN:

SEAVIEW DEVELOPMENT CORP
PO BOX 939
SOOKE BC V9Z 1H9

(the "Covenantor")

AND:

DISTRICT OF SOOKE, a municipality incorporated under the Local Government Act, R.S.B.C. 1996, c.323 and having its office at 2205 Otter Point Road, Sooke, BC V9Z 1J2

(the "Municipality")

GIVEN THAT:

A. The Covenantor is the registered Owner in fee simple of the land in Sooke, British Columbia, legally described as:

(PID 029-171-695) Lot A, Section 10, Sooke District, Plan EPP32715

(the "Land");

B. Section 219 of the *Land Title Act* provides, inter alia, that a covenant, whether of a negative or positive nature, may be registered as a charge against the title, in favour of the Municipality or the Crown, and that the covenant is enforceable against the Covenantor and the successors in title of the Covenantor.

C. A covenant under Section 219 of the *Land Title Act* may include provisions in respect of the use of land, the use of a building on or to be erected on lands; that land is to be built on in accordance with the covenant, is not to be built on except in accordance with that covenant or is not to be built on; that land is not to be subdivided unless in accordance with the covenant or is not to be subdivided.

D. The Covenantor agrees that the Land is to not to be built on except in accordance with the provisions in respect of use of land and the terms and conditions herein provided for in this covenant.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT pursuant to Section 219 of the *Land Title Act* and in consideration of the premises, the mutual covenants and agreements contained herein and other good and valuable consideration and the sum of One Dollar ($1.00) now paid by the Municipality to the Covenantor (the receipt and sufficiency whereof is hereby acknowledged), the parties hereto

covenant and agree that the Lands shall not be used or built on except in accordance with this Covenant as follows:

1. THE COVENANTOR COVENANTS AND AGREES with the Municipality that

   a) No building or structure is to be built on the Land containing a residential use, and the Municipality is not obliged to issue any building permit, in respect of a building on the Land containing a residential use until the owner provides $500.00 per residential unit towards the Housing Reserve Fund, Bylaw No. 259.

2. IT IS MUTUALLY UNDERSTOOD, agreed and declared by and between the parties hereto that:

   a) nothing contained or implied herein shall in any way restrict or abrogate and shall not be deemed to restrict or abrogate, the rights and powers of the Municipality in the exercise of its functions under any public and private statutes, by-laws, orders and regulations, in its absolute discretion, and in accordance with its lawful powers and duties;

   b) the burden of the covenants herein provided for shall run with the Lands and will be personal and binding upon the Covenantor during the Covenantor's seisen of or ownership of any interest in the Lands;

   c) notwithstanding anything to the contrary, the Covenantor shall not be liable under any breach of any covenants and agreements contained herein occurring after the Covenantor ceases to have any further interest in the Lands:

   d) the Covenantor will deliver, after execution hereof, this Agreement to the Municipality in a form acceptable as a Section 219 Covenant and concurrently such instruments of priority as may be necessary to give this Agreement priority over all financial charges and encumbrances which may have been registered against the title to the Lands at the time of submitting this Agreement for registration in the applicable Land Title Office, save and except those specifically approved in writing by the Municipality or in favour of the Municipality;

   e) the fee simple estate in and to the Lands will not pass or vest in the Municipality under or by virtue of these presents and the Covenantor may fully use and enjoy the Lands except only for the requirements provided for in this Agreement;

   f) the Covenantor and its successors and assigns shall at all times indemnify and save harmless the Municipality from and against all claims, demands, actions, suits, loss, costs, fines, penalties, charges, damages and expenses including legal fees and litigation expenses whatsoever which the Municipality may incure, suffer or be put to arising out of or in connection with any breach of any covenant or agreement on the part of the Covenantor contained in this Agreement;

   g) the covenants and agreements on the part of the Covenantor and herein provided for have been made by the Covenantor as contractual obligations as well as having been made pursuant to Section 219 and as such will be binding on the Covenantor;

   h) nothing herein provided for shall be deemed to constitute waivers of any lawful requirements within which the Covenantor would otherwise be obligated to comply with;

   i) no amendment of, addition to, or discharge of this Agreement shall be binding upon the parties hereto unless it is in writing and executed by the parties hereto;

j) if any provision provided for in this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement which shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained therein and such other provisions shall be enforceable to the fullest extent permitted by law;

k) the Municipality, in addition to its rights under this Agreement or at law, will be entitled to all equitable remedies, including specific performance, injunction and/or declaratory relief, to enforce its rights under this Agreement;

l) the Covenantor shall pay for the preparation and registration, if applicable, of this Agreement together with any concurrent instruments of priority as herein provided for and any amendment, addition or discharge thereof;

m) wherever the singular, masculine, or neuter is used herein, the same shall be construed as meaning the plural, feminine or the body corporate or politic according to the context in which it is used;

n) the parties hereto shall do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement; and

o) this Agreement shall enure to the benefit of and be binding upon the Covenantor, the Municipality and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereby acknowledges that this Agreement has been duly executed and delivered by executing the Form C and D attached hereto.

DRAFT

END OF DOCUMENT

DISTRICT OF SOOKE

BYLAW NO. 613

A bylaw to amend Bylaw No. 600, *Sooke Zoning Bylaw, 2013* for the purpose of amending the zoning on 6645 Sooke Road from Manufactured Home Park (MHP) to Town Centre Mixed Use (CTC).

The Council of the District of Sooke, in open meeting assembled, enacts as follows:

1. This bylaw is cited as *Zoning Amendment Bylaw (600-16)*.

2. Bylaw No. 600, *Sooke Zoning Bylaw, 2013* is amended in **Schedule A** by changing the zoning on the properties legally described as *Lot A, Section 10, Sooke District, Plan EPP32715* as shown outlined in black and hatched on Schedule A to this bylaw, from Manufactured Home Park (MHP) to Town Centre Mixed Use (CTC).

3. Bylaw No. 600, *Sooke Zoning Bylaw, 2013* is amended in *Schedule 405 – Town Centre Mixed Use (CTC)* by deleting and replacing section 405.8 b) in its entirety with the following:

   "405.8 b) Gross floor area for a single retail use (excluding grocery store) must not exceed 2200 m^2, and gross floor area for a grocery store must not exceed 3000 m^2. On the property identified as *Lot A, Section 10, Sooke District, Plan EPP32715*, the gross floor area for a single retail use, including grocery store must not exceed 500 m^2."

4. Bylaw No. 600, *Sooke Zoning Bylaw, 2013* is further amended in *Schedule 405 – Town Centre Mixed Use (CTC)* by adding the following clause as section 405.8(g):

   "405.8(g) Notwithstanding the Permitted Uses set out in section 405.2 for properties in the CTC zone, on the property identified as *Lot A, Section 10, Sooke District, Plan EPP32715*, Bus depot, Car wash, Cluster dwelling units, Funeral home, Plant nursery, Townhouse, Place of worship, drive-in and drive-thru facilities are prohibited uses and residential uses are permitted on upper storeys only."

5. Bylaw No. 600, *Sooke Zoning Bylaw, 2013* is further amended in *Schedule 405 – Town Centre Mixed Use (CTC)* by adding the following

clause as section 405.8(h):

"405.8(h) Notwithstanding the Maximum Height for Principal Buildings set out in section 405.5 for properties in the CTC zone, on the property identified as *Lot A, Section 10, Sooke District, Plan EPP32715*, the maximum height of a principal building is not to exceed 4 storeys up to 16 m."

6. Bylaw No. 600, *Sooke Zoning Bylaw, 2013* is further amended in *Schedule 405 – Town Centre Mixed Use (CTC)* by adding the following clause as section 405.8(i):

"405.8(i) The minimum height on the property identified as *Lot A, Section 10, Sooke District, Plan EPP32715* is 2 storeys."

7. Bylaw No. 600, *Sooke Zoning Bylaw, 2013* is further amended in *Schedule 405 – Town Centre Mixed Use (CTC)* by adding the following clause as section 405.8(j):

"405.8(j) Notwithstanding the Permitted Uses set out in section 405.2 for properties in the CTC zone, a "Parking lot, parkade" is permitted only as an accessory use on the property identified as *Lot A, Section 10, Sooke District, Plan EPP32715*."

DRAFT

Introduced and read a first time the day of 2015.

Read a second time the day of , 2015.

Public Hearing held the day of , 2015.

Read a third time the day of 2015.

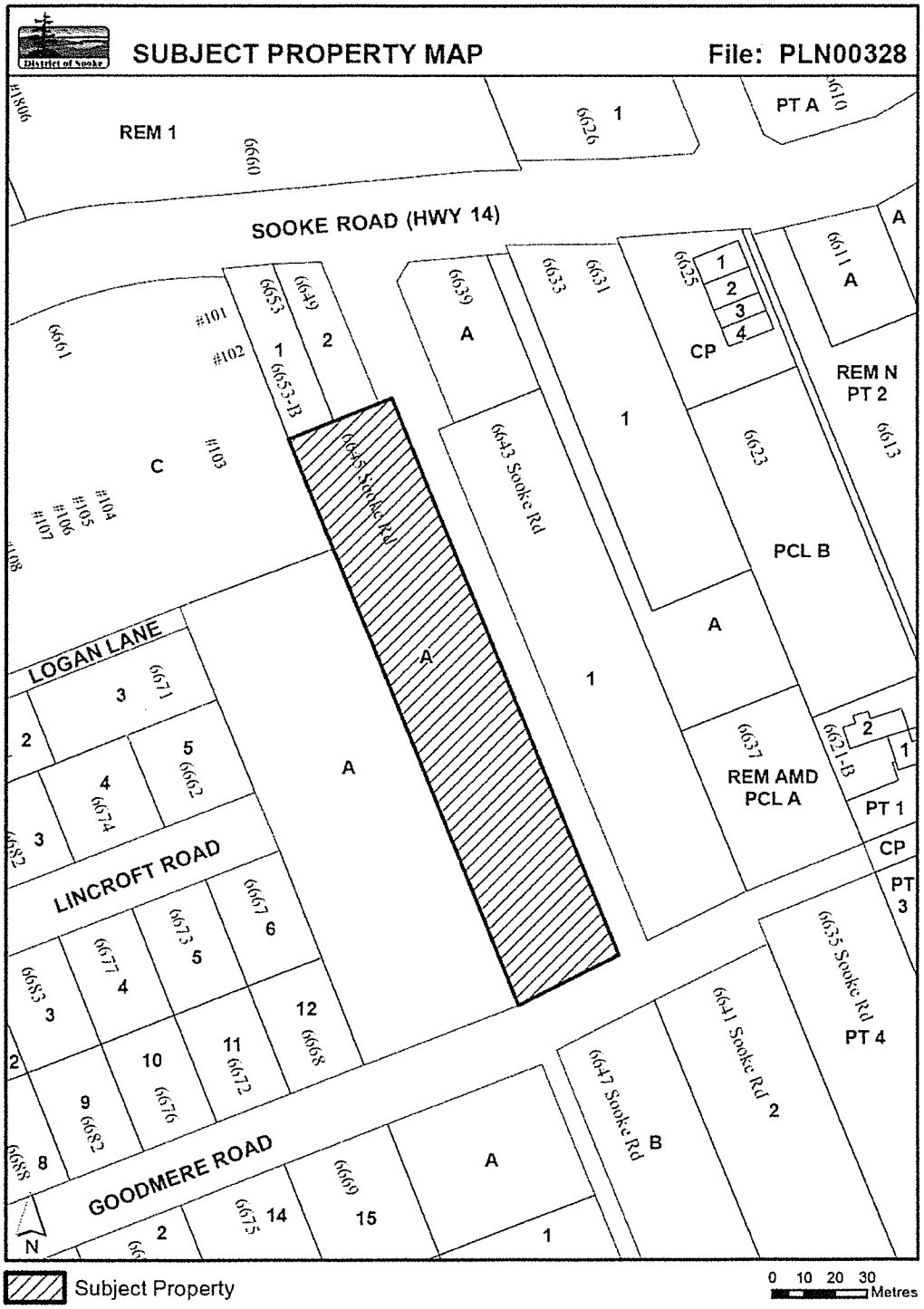
Approved by the Ministry of Transportation and Infrastructure the day of , 2015.

Adopted on the day of , 2015.

Maja Tait Mayor	Bonnie Sprinkling Corporate Officer

FOR INFORMATION ONLY: Section 219 Covenant registered the day of , 2015 in the Victoria Land Titles office under number _____.

SCHEDULE A


SUBJECT PROPERTY MAP
File: PLN00328
SOOKE ROAD (HWY 14)
REM 1
PT A
REM N
PT 2
PCL B
REM AMD
PCL A
PT 1
CP
PT 3
PT 4
LOGAN LANE
LINCROFT ROAD
GOODMERE ROAD
6645 Sooke Rd
6643 Sooke Rd
6635 Sooke Rd
6641 Sooke Rd
6647 Sooke Rd
N
Subject Property
0 10 20 30
Metres

Town Centre Mixed Use CTC

405.1 **Purpose:** This zone provides for a wide range of commercial uses in the Town Centre.

405.2 **Permitted Uses:**

Principal Uses:

a) Amusement facility – indoor
b) Apartment building *
c) Art gallery
d) Artisan industry
e) Assembly use
f) Auction rooms, excluding external storage
g) Auto service facility *
h) Bakery
i) Brew pub
j) Bus depot
k) Car wash
l) Cluster dwelling units
m) Commercial exhibit
n) Commercial school
o) Country market
p) Equipment sales/rentals including service & repair
q) Financial institution
r) Funeral home
s) Gas bar *
t) Hardware store
u) Health services
v) Hostel
w) Hotel and/or motel
x) Household equipment sales, service & repair
y) Institutional use
z) Live-work*
aa) Mixed commercial residential uses
bb) Office
cc) Parking lot, parkade
dd) Personal services
ee) Place of worship
ff) Plant nursery
gg) Playground
hh) Printer/publisher
ii) Private club
jj) Pub
kk) Residential above the first storey *
ll) Restaurant
mm) Retail*
nn) School
oo) Shopping centre
pp) Theatres
qq) Townhouse
~~rr~~) Vehicle repair*
ss) Veterinary clinic in an enclosed building

Accessory Uses:

a) Limited home-based business
b) Employee housing*

* *See conditions of use.*

405.3 **Minimum Lot Size for Subdivision Purposes**: 600 m^2

405.4 **Minimum Width for Subdivision Purposes**: 15 m

405.5 **Maximum Height:** **See conditions of use.*

a) Principal Buildings: 6 storeys up to 22 m

b) Accessory Buildings: 9 m

405.6 Maximum Lot Coverage: 85%

405.7 Minimum Setbacks:

Use	Front Lot Line	Flanking Lot Line	Side Lot Line	Rear Lot Line	Lane Lot Line
First storey of Building or Structure	0 m	0 m	0 m	0 m	0 m
Adjacent to Duplex/ Single Family Dwelling or Existing Housing per Town Centre Plan*	0 m	0 m	4.5 m	4.5 m	0 m

405.8 Conditions of Use:

a) The provisions of the RM4 zone apply to apartment buildings without commercial uses on the first storey.

b) Gross floor area for a single retail use (excluding grocery store) must not exceed 2200 m2, and gross floor area for a grocery store must not exceed 3000 m2. On the property identified as Lot A, Section 10, Sooke District, Plan EPP32715, the gross floor area for a single retail use, including grocery store must not exceed 500 m2.

c) Recession plane rules may apply for developments more than 6 m (2 storeys) in height. See General Regulations.

d) If an accessory dwelling unit is a detached single family residential dwelling, it must be located above or to the rear of the principal use.

e) Notwithstanding section 405.2, the following uses are only permitted north of Highway #14:
   i) Auto service facility
   ii) Equipment sales, repairs and rentals
   iii) Gas bar
   iv) Service station
   v) Vehicle repair

f) Live–work dwellings:
   i) Must be constructed as an employee housing unit within a mixed use building;
   ii) Must have a private, exterior, residential entrance separate from the principal use;
   iii) Parking for the residence must be the same as single family residential requirements.

g) Notwithstanding the Permitted Uses set out in section 405.2 for properties in the CTC zone, on the property identified as *Lot A,*

Section 10, Sooke District, Plan EPP32715, Bus depot, Car wash, Cluster dwelling units, Funeral home, Plant nursery, Townhouse, Place of worship, drive-in and drive-thru facilities are prohibited uses and residential uses are permitted on upper storeys only.

h) Notwithstanding the Maximum Height for Principal Buildings set out in section 405.5 for properties in the CTC zone, on the property identified as *Lot A, Section 10, Sooke District, Plan EPP32715*, the maximum height of a principal building is not to exceed 4 storeys up to 16 m.

i) The minimum height on the property identified as *Lot A, Section 10, Sooke District, Plan EPP32715* is 2 storeys.

j) Notwithstanding the Permitted Uses set out in section 405.2 for properties in the CTC zone, a "Parking lot, parkade" is permitted only as an accessory use on the property identified as *Lot A, Section 10, Sooke District, Plan EPP32715.*

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