



**Public Hearing
Information Package**

September 11, 2017 at 7:00 pm
 Sooke Council Chamber
 2225 Otter Point Road, Sooke, BC

6603 Sooke Road

Proposed Bylaw:	Bylaw No. 678, <i>Zoning Amendment Bylaw (600-41)</i>
Zoning Amendment:	The purpose of Bylaw No. 678, <i>Zoning Amendment Bylaw (600-41)</i> is to rezone 6603 Sooke Road from “Large Lot Residential (R1)” to “High Density Multi Family 4 (RM4)” with the intent of creating a senior focused residential cohousing community.

Information Package Contents	Page #
1. Notice of Public Hearing published in the Sooke News Mirror August 30, 2017 and September 6, 2017.	1
2. Bylaw No. 678, <i>Zoning Amendment Bylaw (600-41)</i> , at second reading.	3
3. Council resolution, dated July 10, 2017.	7
4. Staff Report to Council, dated July 10, 2017.	9
o Report Cover	
o Application Summary	
o Subject Property Maps	
o Referral Responses Summary	
o Draft CD Cohousing Zone	
o Conceptual Plans	
o Technical Report Summary	
o Proposed Goodmere Road Alignment	
o Policy Context	
o Applicant Letter-Rationale	
o Bylaw No. 678 (600-41) – R1 to CD15	
o Draft, Sec. 219 Covenant	
5. Staff Report to Council, dated September 11, 2017.	47
o Report Cover	
o Subject Property Maps	
o 2 nd Draft Proposed Goodmere Road Alignment	
o Applicant Letter-Affordable Housing	
o Conceptual Plans	
o Technical Report Summary	
...continued	

- Policy Context
- Bylaw No. 678 (600-41) – R1 to RM4
- Draft, Affordable Housing Sec. 219 Covenant – 6603 Sooke Rd
- Draft, Sec. 219 Covenant – Goodmere Rd and Public Waterfront

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



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

The Council of the District of Sooke will hold a Public Hearing pursuant to the provisions of the *Local Government Act* in the Council Chambers at 2225 Otter Point Road, Sooke, BC on **Monday, September 11, 2017** commencing at 7:00 pm.

Application Information:

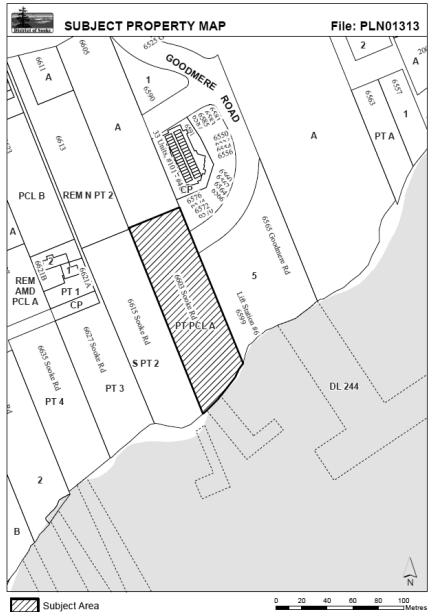
- Bylaw:** Bylaw No. 678, *Zoning Amendment Bylaw (600-41)*
- File No:** PLN01313
- Civic Address:** 6603 Sooke Road (shown outlined in black and hatched on the subject map)
- Legal Description:** Parcel A (DD 1044061) of Lot 1, Section 10, Sooke District, Plan 1057, Except Part in Plan 16379
- Applicant:** **Odete Pinho and Ronay Matthews**

Proposal:

The purpose of Bylaw No. 678, *Zoning Amendment Bylaw (600-41)* is to rezone 6603 Sooke Road from

“Large Lot Residential (R1)” to “High Density Multi Family 4 (RM4)” with the intent of creating a senior focused residential cohousing community. In addition to the proposed change in land use, the following topics will also be discussed at the Public Hearing for this application: how affordable housing will be addressed, dedication and construction for the

extension of Goodmere Road and the securing of public access for a future waterfront boardwalk



Further Information:

Copies of the bylaw(s), supporting written reports and any relevant background documentation may be viewed in the “Public Notices” section of the District of Sooke website www.sooke.ca or inspected at the District Municipal Offices at 2205 Otter Point Road, Sooke, BC, between the hours of 8:30 am and 4:30 pm, Monday to Friday (excluding statutory holidays) commencing August 30, 2017 to and including September 11, 2017.

Public Input:

All persons who believe their interests in property are affected by the proposed bylaw(s) will be afforded an opportunity to be heard at the Public Hearing on the matters contained in the proposed bylaw(s). Should you have any concerns or comments you wish to convey to Council, please submit in writing by fax to 250-642-0541, email publichearing@sooke.ca or in person to the Corporate Officer at the District Municipal Offices no later than **Monday, September 11, 2017 at 12:00 pm**. Please be advised that submissions to Council will become part of the public record and are subject to disclosure under the *Freedom of Information and Protection of Privacy Act (FOIPPA)*

NOTE: Council cannot receive further information concerning this application after the Public Hearing has concluded.

Carolyn Mushata
Corporate Officer



**DISTRICT OF SOOKE
ZONING AMENDMENT
BYLAW No. 678**

A bylaw to amend Bylaw No. 600, *Sooke Zoning Bylaw, 2013* for the purpose of amending the zoning on the property located at 6603 Sooke Road from *Large Lot Residential Zone (R1)* to *High Density Multi Family Zone (RM4)*.

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

1. This bylaw is cited as *Zoning Amendment Bylaw No. 678 (600-41)*
2. The parcel of land legally described as Parcel A (DD 104406I) of Lot 1, Section 10, Sooke District, Plan 1057, Except Part in Plan 16379.
3. Bylaw No. 600, *Sooke Zoning Bylaw, 2013*, as amended, and Schedule A attached thereto, are amended accordingly.

Read a FIRST time the 10th day of July, 2017.

Read a SECOND time the 10th day of July, 2017.

PUBLIC HEARING held the ____ day of _____, 2017.

Read a THIRD time the ____ day of _____, 2017.

APPROVED by the Ministry of Transportation and Infrastructure the ____ day of _____, 2017.

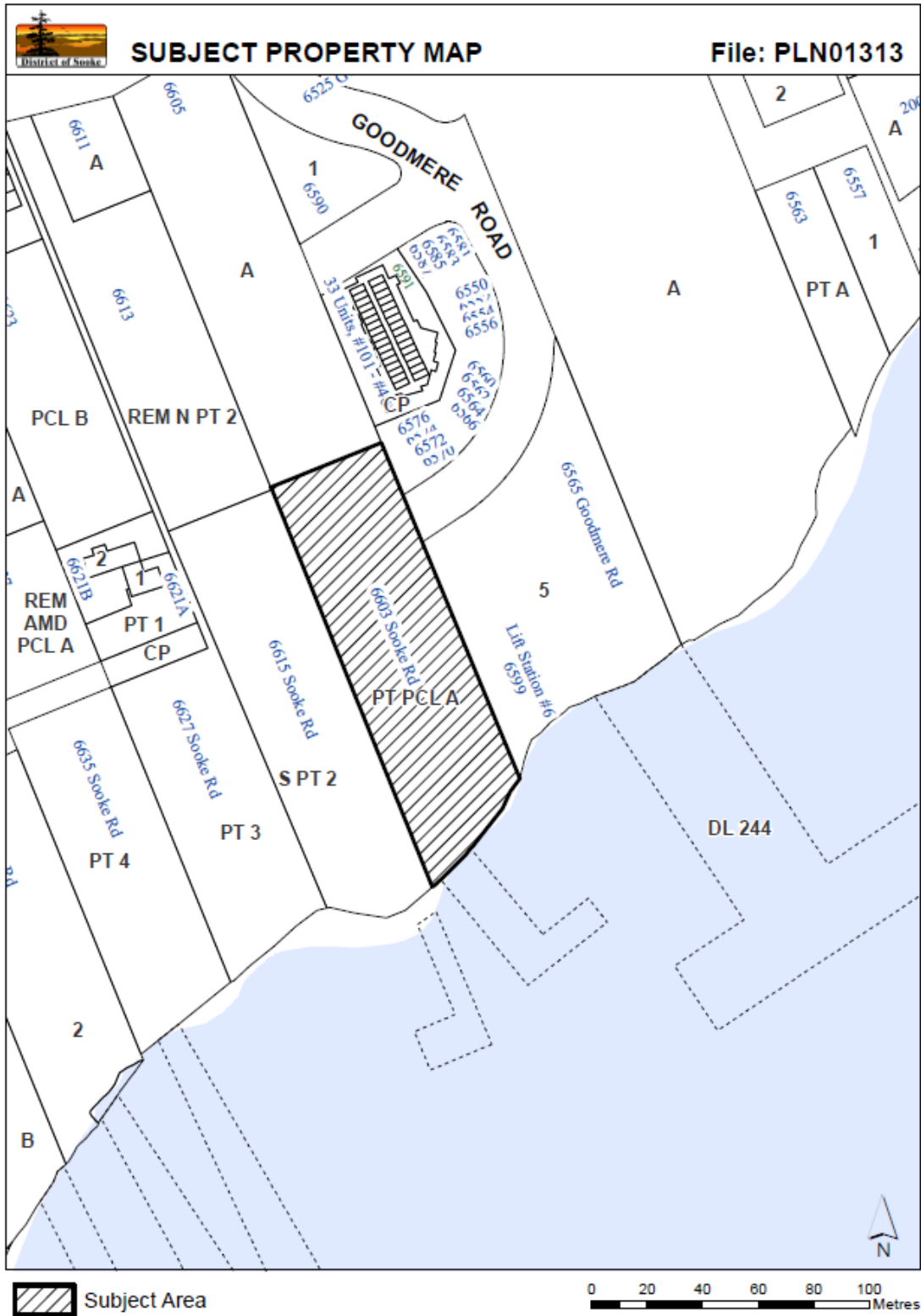
ADOPTED on the ____ day of _____, 2017.

Maja Tait
Mayor

Carolyn Mushata
Corporate Officer

FOR INFORMATION ONLY: Section 219 Covenant registered the ____ day of _____ ,
2017 in the Victoria Land Titles Office under number CA_____.

SCHEDULE A



8. BYLAWS

8.1. Bylaw No. 678 (600-41) Zoning Amendment Bylaw - 6603 Sooke Road

The Development Services department provided a PowerPoint presentation and overview of the written staff report.

Council discussion:

- Clarification of access to the proposed development and use of northern portion of the property.
- Cost of road construction and clarification of road design.
- Discussion of CD Zoning vs. RM4 Zoning.
- Parking requirements.
- Affordable housing requirements.

Council invited the applicant to speak to the application.

- Margaret Critchlow provided rationale to support the development's perspective on meeting affordable housing criteria.
- Applicant is satisfied that CD Zoning or RM4 zoning would be acceptable.

Discussion of the s. 219 covenant to be brought forward to a subsequent Council meeting.

2017-294

MOVED by Councillor Kasper, seconded by Councillor Pearson:

THAT COUNCIL give First and Second Readings to *Zoning Amendment Bylaw No. 678 (600-41)* to rezone 6603 Sooke Road from Large Lot Residential (R1) to High Density Multi-Family (RM4) Zone.

CARRIED.

In Favour: Mayor Tait, Councillor Berger, Councillor Kasper, Councillor Parkinson, Councillor Pearson, and Councillor Reay

Absent: Councillor Logins

2017-295

MOVED by Councillor Pearson, seconded by Councillor Berger:

THAT Council direct staff to schedule a Public Hearing for *Zoning Amendment Bylaw No. 678 (600-41)* in accordance with section 466 of the Local Government Act.

CARRIED.

In Favour: Mayor Tait, Councillor Berger, Councillor Kasper, Councillor Parkinson, Councillor Pearson, and Councillor Reay

Absent: Councillor Logins



6603 Sooke Road - Rezoning Application

RECOMMENDATION:

1. THAT COUNCIL give First and Second Readings to *Zoning Amendment Bylaw No. 678 (600-41)* to rezone 6603 Sooke Road from Large Lot Residential (R1) to West Wind Harbour Cohousing Comprehensive Development Zone (CD15).

2. THAT Council direct staff to schedule a Public Hearing for *Zoning Amendment Bylaw No. 678 (600-41)* in accordance with section 466 of the Local Government Act; AND

THAT prior to final adoption of *Zoning Amendment Bylaw No. 678 (600-41)*, the owner enter into a Development Agreement by way of a section 219 covenant to address the road dedication for the future extension of Goodmere Road and to secure provision of public access along the waterfront.

Report Summary:

The applicant has initiated a rezoning application on 6603 Sooke Road. The property is currently zoned Large Lot Residential (R1) and the applicant has requested a Comprehensive Development (CD) Zone to allow for a 32 unit seniors focused cohousing community, similar to the cohousing on Horne Road.

Staff is recommending that prior to final adoption of the rezoning, the owner enter into a Development Agreement by way of a section 219 covenant with the District of Sooke to secure: an 18 metre road dedication for the future extension of Goodmere Road and for the owner to survey and subdivide a 3 metre wide strip of land from the present natural boundary of the entire waterfront portion of 6603 Sooke Road and transfer the ownership of this waterfront strip to the District of Sooke. The Development Agreement has been discussed with the applicant and both parties are in agreement with the contents.

Report:

The site is approximately 0.63 hectares in size. It is a south facing waterfront property that has a dock with a foreshore lease that extends out into the Sooke Harbour. The dock is zoned for Private Wharf (W2). The properties to the west and the north of the site are zoned Large Lot Residential (R1), both with residential dwellings. To the northeast of the subject property is the first phase of the Mariners Village development and directly to the east is Goodmere Road and the future phase of Mariners Village.

Much of the site has been cleared and landscaped to accommodate the existing residence and small accessory buildings. According to the Geotechnical Report prepared by Ryzuk Geotechnical, the terrain slopes at a relatively gentle grade (about 10 to 15%) in the area between the future Goodmere Road location and a point about 15m back from the shoreline. The property then steepens to about 50% over a vertical distance of about 7m down to the surveyed present natural boundary along the shoreline.

A. Project Details

Cohousing consists of individually-owned, strata-title residences typically clustered around a “common house”, where the cohousing residents gather socially for shared meals and other activities, such as movie nights, yoga practice, or whatever else inspires shared interest.

The applicant has proposed to build a 32 unit seniors focused affordable market housing development in the form of a 6 storey apartment. The apartment units will range from 600 to 1200 square feet to meet the diverse needs and incomes of seniors; singles, couples and elders with special needs.

The existing 362.3 square metre (3900 square feet) single family dwelling on the property will be turned into the “common house” and will be the shared amenity space as well as provide guest room space for visitors. Additional common space of approximately 140 square metres (1500 square feet) will be included in the proposed apartment building for the purposes of community kitchen and dining area.

The applicant has proposed to pursue a high level of environmental integrity and energy efficiency by building to the Gold level of the Canadian Home Builder's "Built Green" rating system and to Federal EnerGuide 80 level.

The Applicant has held two public information meetings. Immediate neighbours were invited to a meeting on the property on April 21, 2017, prior to application submission. A second public information session was held on May 18, 2017 at the Sooke Community Hall where a total of 8 residents attended the meeting. The applicant placed ads in the Sooke News Mirror, Sooke Pocket News and Sooke Voice News.

Summary of feedback:

- excellent proposal addressing regional and local seniors needs for affordable and accessible accommodation;
- proposal appears to be consistent with many aspects of the Official Community Plan e.g. walking distance to amenities, ‘density’ in town centre, making best use of natural amenities of harbour access and view;
- sounds like a wonderful place to reside;
- seems very well planned. Supportive group that seem well organized, connected and amiable.

B. Reports Prepared and Submitted by Applicant

The cohousing group is the applicant during all processes of development: rezoning, development permit and building permit. It was in their best interest to be fully informed and the reports that they submitted are: a Conceptual Servicing Report, a Traffic Impact Assessment, a Geotechnical Assessment, a Sewer Serviceability Review and an Archaeological Impact Assessment. (Summary of Technical Reports attached)

C. Goodmere Road

Goodmere Road will be the site access road. All trips from the cohousing development will use the Sooke Road and Church Road/Goodmere Road intersection.

At time of application on April 25, 2017 the location for the proposed Goodmere Road alignment on 6603 Sooke Road was not known. The District was actively working with the engineers on alignment scenarios. In the interim, the applicant submitted a best guess conceptual plan showing an extension of Goodmere Road. The conceptual plan created an orphan remainder parcel approximately 1036 square metres on the north side of the road. As such, the rezoning application was originally for two parcels, with two different zoning requirements. This is why the technical reports make reference to a "northern parcel" or an "area B" or a "parcel B". Not wanting to delay the proposal unnecessarily, staff had it's engineers focus their efforts on the section of the Goodmere Road alignment in an effort to solidify the location of the road through this property. When staff received the alignment from the engineers, the "northern parcel" was smaller than was anticipated by the applicant, approximately 533 square metres. Not wanting to delay the cohousing project, a priority to the applicant, the applicant decided that the portion of land on the north side of the Goodmere alignment would be removed from the concept plans and from the draft CD zone. As the cohousing project is their priority the applicant did not want to redesign the portion to the north of the road and wanted to advance with the entire property being zoned for cohousing.

D. Bylaw No. 400, Sooke Official Community Plan 2010 (OCP)

The property is designated Town Centre (TC) within the OCP where there is support for high density residential development, a wide range of housing options, and affordable and easily accessible residential units. (Policy Context attached). The proposed rezoning is in line with the vision for the town centre within the OCP.

Affordable housing and provision for a future, public waterfront walkway are components of the OCP that need to be considered. The applicant has agreed to survey and subdivide a 3 metre wide strip of land from the present natural boundary of the entire waterfront portion of 6603 Sooke Road and transfer the ownership of this waterfront strip to the District of Sooke. Accompanying the subdivision and transfer of ownership would be registration of a covenant to the new waterfront strip of land that will ensure West Wind Harbour Cohousing maintains the use of their dock and the right to access the foreshore.

The applicant proposes to have met the affordable housing requirements in the OCP because this project allows people to "age in place" and there are various sized units to meet the different needs and incomes of seniors. In addition, the standard of affordability for a senior focused cohousing community is best measured against independent living facilities rather than the conventional housing market. Like

independent living facilities, cohousing offers a supportive environment for active aging in connection with co-residents and with the possibility of assistance, shared meals and recreational activities. (See attached affordable housing rational)

E. Bylaw No. 600, Sooke Zoning Bylaw 2013 (Zoning Bylaw)

As subdivision is not anticipated with this development because the intent of the development is for multi-family cohousing, the minimum lot size for subdivision is proposed to be 3000 square metres. The maximum height proposed for the CD zone is 6 storeys up to a height of 25 metres with maximum lot coverage of 40%. There are setback requirements from the side lot lines to ensure that there are preserved view corridors. With the sloped configuration of the site, the proposed apartment building will be 4 stories facing Sooke Road and 6 stories facing the Sooke Harbour. The applicant has provided preliminary elevation plans to illustrate what the building might look like from upland properties.

Parking at the Harbourside Cohousing project at 6669 Horne Road has been a concern for the surrounding neighbourhood. To avoid another parking problem, the parking requirements for this cohousing project have been increased from 1 parking space per unit to 1.4 parking spaces per unit. There will be 46 parking spaces provided (18 underground and 28 surface).

A development permit will be required for form and character, including parking and landscaping.

Legal Impacts:

Discretionary approvals, like rezoning may be made conditional on the granting of a Development Agreement secured by a section 219 covenant. Development permits are not ordinarily the time for requiring an owner of land to enter into a Development Agreement.

If securing dedication of land for the extension of Goodmere Road and securing public access for a future waterfront boardwalk are items that Council see as important, then it is appropriate to ask for these items prior to close of Public Hearing though use of a Development Agreement secured by a section 219 covenant. After a rezoning is approved, it is more difficult to obtain these items and anytime Council takes an interest in land, a Public Hearing is required. Staff brings Development Agreements/covenants forward at time of rezoning for Council to discuss and this meets legislation and helps streamline the process.

Budget/Financial Impacts:

With the results of the Goodmere Road alignment, the applicant has stated that there is no buildable parcel remaining north of the road. With no buildable parcel to help off-set the additional development cost associated with providing the Goodmere Road extension and construction, the applicant can no longer include road construction as part of the cohousing project.

Strategic Relevance:

The application is consistent with the Strategic Plan.

Attached Documents:

[application summary PLN01313](#)
[subject property maps PLN01313](#)
[referral responses summary 6603 Sooke Rd](#)
[Draft CD cohousing zone](#)
[Conceptual Plans for cohousing 6603 Sooke Road](#)
[summary of technical reports PLN01313](#)
[Proposed Goodmere Road alignment](#)
[POLICY CONTEXT 6603 Sooke Road](#)
[Applicant's rationale for affordable housing](#)
[678-ZA-R1 to CD15-6603 Sooke Road](#)
[draft s. 219 covenant 6603 sooke road](#)

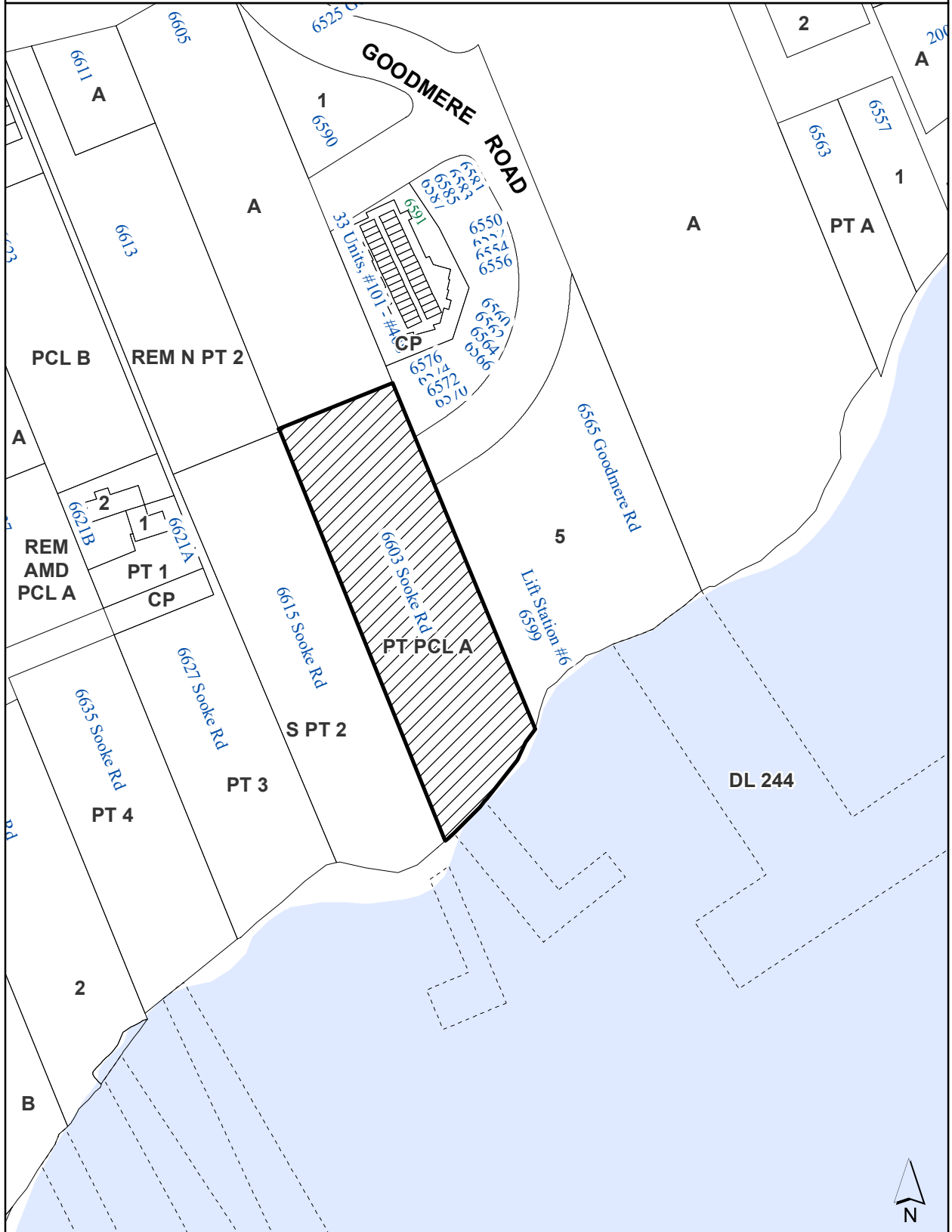
Application Summary


Address	6603 Sooke Road
Legal	Parcel A (DD 1044061) of Lot 1, Section 10, Sooke District, Plan 1057, Except Part in Plan 16379
Existing Zoning	Large Lot Residential (R1)
Proposed Zoning	Comprehensive Development Zone (CD)
Existing OCP	Town Centre
Proposed OCP	n/a
Parcel Size	0.63 ha (1.556 acres)
DP Area	A DP will be required
Services	Water: CRD Water Sewer: Municipal Drainage: On-site
Adjacent Land Uses	North: Large Lot residential South: Sooke Harbour East: Mariners Village and Goodmere Road West: Large Lot Residential

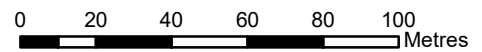


SUBJECT PROPERTY MAP

File: PLN01313



 Subject Area




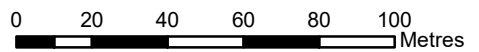


SUBJECT PROPERTY MAP

File: PLN01313



 Subject Area



**SUMMARY OF COMMENTS RECEIVED
IN RESPONSE TO DISTRICT OF SOOKE REFERRAL**

EXTERNAL REFERRALS	
Agency	Comments
BC Hydro	See attached
Ministry of Transportation and Infrastructure	No objections to the proposal and no additional requirements for approval.
Canada Post	No response
BC Transit	No response
Beecher Bay	Should there be any archaeological finds that protocol be followed and that T'Souke Nation be contacted.
CRD Water	See attached
CRD JdFEA	N/A
SEAPARC	No response
T'souke Nation	No response but the archaeological branch has sent out a separate referral to T'souke Nation.
VIHA	N/A
Archeological Branch	See attached
RCMP	No concerns
School District #62	No concerns
Fortis BC	No concerns
Shaw Cable	No response
Telus	No concerns
Building	No concerns at this time.
Fire	Referral response still to be provided
Engineering	Referral response still to be provided

Customer Projects & Design

12 May 2017
Client's File#
PLN01313

Tara Johnson
District of Sooke

Dear Tara:

Proposed ReZoning Application for:6603 Sooke Rd

We have reviewed your proposed Conventional Subdivision Application regarding the above noted location(s). BC Hydro does not own any equipment on this property. Therefore, BC Hydro does not require that a Statutory Right-of-Way Agreement (SRW) be registered against the property title at this time.

By copy to the applicant, please note that depending on how you plan to develop, a SRW may be needed in the future. Therefore, it is in your best interest to contact us as soon as possible. The process of registering a SRW for BC Hydro can be very lengthy, and may cause delays in your construction schedule if it is not dealt with early. Before any future electrical equipment on the property is energized, including temporary construction power, the Agreement must be registered at the Land Title Office.

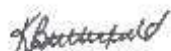
Modifications to the BC Hydro system maybe necessary in order to extend the electrical system to this development. BC Hydro will need to complete a thorough system study and design to provide a cost estimate for this work. The developer must submit an application for service with our BC Hydro Express Connect Department by phone @ 1-877-520-1355 or online:
<https://www.bchydro.com/accounts-billing/moving-electrical-connections/electrical-connections.html>
Approximate design and construction lead times will be provided at the time of application.

The design and layout of the dedicated road allowance must be adequate to comply with all BC Hydro Standards, operational and maintenance requirements, and required clearances from other utilities. BC Hydro will not accept the placement of its electrical distribution system on private property without expressed written consent from a Representative of the local BC Hydro District Office after a review of the design. Exceptions will only be made on a case-by-case basis.

There is overhead electrical infrastructure adjacent to this property which may affect this development. It is the developer's responsibility to ensure that any infrastructure built on this property will meet all current CSA requirements and limitations around high voltage equipment and transformation.

Normally, BC Hydro will not relocate existing BCH plant. If the developer wishes to have BC Hydro relocate its plant in order to meet CSA requirements, an application must be submitted to the local BC Hydro District Office to conduct a feasibility study of a proposed redesign. The developer will be fully responsible for all associated redesign costs.

Yours truly,

A handwritten signature in cursive script, appearing to read "K. Butterfield".

Kathy Butterfield
Design Assistant
South Vancouver Island Process Centre



Making a difference...together

Integrated Water Services

479 Island Highway
Victoria, BC, Canada V9B 1H7

T: 250.474.9600

F: 250.474.4012

www.crd.bc.ca

May 24, 2017

File: 3360-20-JDFSK-17-010

Your File: PLN01313

via e-mail

Ms Tara Johnson
District of Sooke
2205 Otter Point Road
Sooke, BC V9Z 1J2

Dear Ms Johnson:

RE: PROPOSED REZONING OF PARCEL A (DD1044061) OF LOT 1, SECTION 10, SOOKE DISTRICT, PLAN 1057, EXCEPT PART IN PLAN 16379 (6603 SOOKE ROAD)

Thank you for your rezoning referral received May 11, 2017, which requests that we examine the above mentioned proposal with regard to the water supply regulations and policies of the Capital Regional District (CRD) Integrated Water Services as established for the Juan de Fuca Water Distribution Commission.

Community piped water can be supplied to this proposed development provided that the Owner(s) is prepared to pay the necessary costs and fees as authorized under CRD Bylaw No. 3889, for the supply and installation of a water distribution system capable of meeting all domestic and fire flow requirements, designed in accordance with CRD Specifications and Standard Drawings.

The existing property is presently serviced with water by a 12mm (1/2") water service located on Felton Lane. The Owner(s) shall pay all costs to abandon this non-conforming water service.

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.

The hydraulic computer model maintained by the CRD shows that a fire flow of 15,000 L/min (3,300 lpm) with at least 138 kPa (20 psi) residual pressure is presently available to this development in the water main adjacent to the fire hydrant (SFD357) located at the frontage of 6565 Goodmere Road.

Please note that the fire flow stated above does not account for the maximum allowable velocity of 3.5 m/s in the water mains under fire flow conditions permitted by the CRD. Depending on the fire flow requirements of the development, upgrading of the existing water distribution system may be required.

In stating the fire flow available, the CRD expresses no opinion as to the adequacy of the stated fire flow to provide fire protection and if applicable, recommends that the Owner(s) take the appropriate steps to confirm the available fire flow by means of a field hydrant flow test (if required the hydrant flow test will be carried out by CRD staff at the Owner(s) expense). Results of the field hydrant flow test may have to be adjusted to reflect a maximum day demand.

The Owner's Engineer will be required to calculate the fire flow requirements to Fire Underwriters Survey (FUS) standards for the development and confirm in writing to both the CRD and the District of Sooke that the available flow from the CRD system is sufficient. It is recommended the Owner's Engineer contact the District of Sooke to discuss hydrant location and orientation.

If an increase in the level of fire protection is required to meet CRD Engineering Specifications and Standard Drawings, FUS or to meet the requirements of the District of Sooke, the Owner(s) would be responsible for all costs associated with designing and upgrading the distribution system to the extent necessary to provide the required flows.

Please note that the CRD will not provide water to this development until the above required waterworks are completed and paid for in full. Registration of the subdivision and any subsequent issuance of Building Permits in advance of the acceptance of the above required distribution system by the CRD does not obligate the CRD to supply water to any part of the development prior to the completion and payment in full of the required waterworks.

Depending on the intended use of the property, a Development Cost Charge may apply to each of the new lots/units created by this development.

This letter is for the purpose of providing you with information regarding the services available from the CRD, and should not be construed as either approval or rejection of the proposed rezoning by the CRD.

These conditions are valid for 180 days from date of writing. However, if at any time there is a change in legislation, regulations and CRD Bylaw No. 3889, which would cause any of the above conditions to be non-conforming, then the CRD reserves the right to revise any or all of the conditions accordingly, at any time during the 180 day period.

Yours truly,



Joseph Marr, P.Eng.
Project Engineer
Infrastructure Engineering
Integrated Water Services

JM:ls

cc: Ian Jesney, Senior Manager, Infrastructure Engineering
Kenn Mount, Fire Chief, District of Sooke

West Wind Harbour Cohousing CD Zone

CD15

815.1 Purpose: This zone provides for residential cohousing in the Town Centre in the District of Sooke.

815.2 Permitted Uses:

Principal Uses:

- a) Apartment building
- b) Assisted living facility
- c) Cluster dwelling units
- d) One single family dwelling per lot*

Accessory Uses:

- e) Limited home-based business
- f) Boarding and lodging
- g) One secondary suite*

* See conditions of use

815.3 Minimum Lot Size for Subdivision Purposes: 3000 m²

815.4 Minimum Width for Subdivision Purposes: 15 m

815.5 Maximum Density: 32 dwelling units

815.6 Maximum Height:

- a) Principal Buildings: 6 storeys up to a height of 25 m
- b) Accessory Buildings: 6 m

815.7 Maximum Lot Coverage: 40%

815.8 Amenity Area: A minimum of 5% of the lot area must be developed as an amenity area for the residents

815.9 Minimum Setbacks:

Use	Front Lot Line	Flanking Lot Line	Side Lot Line	Rear Lot Line	Natural Boundary of the Sea
Principal Building or Structure	3m	3m	3m	4.5m	20m
Accessory building or structure	7.5m	4.5m	3m	4.5m	20m

Conditions of Use:

815.10 a) The single family dwelling may be used as an Amenity Area and Boarding and lodging, with or without a secondary suite.”

West Wind Harbour Cohousing

Application for Rezoning - 6603 Sooke Road

Where is the site?

6603 Sooke Road
(located west of Goodmere Road
and Mariners Village).



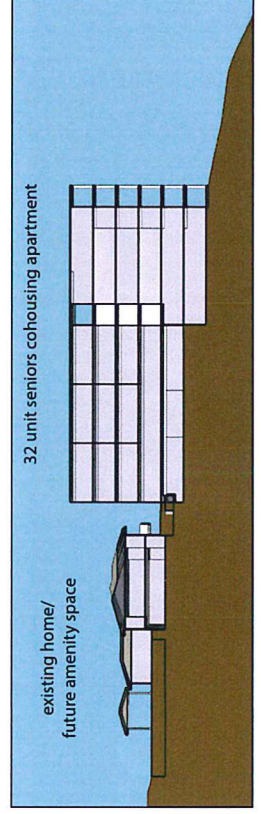
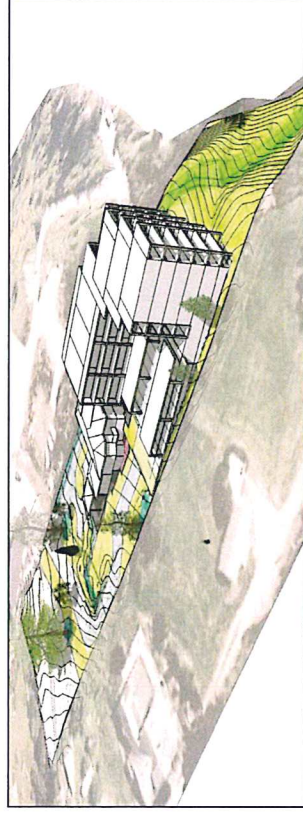
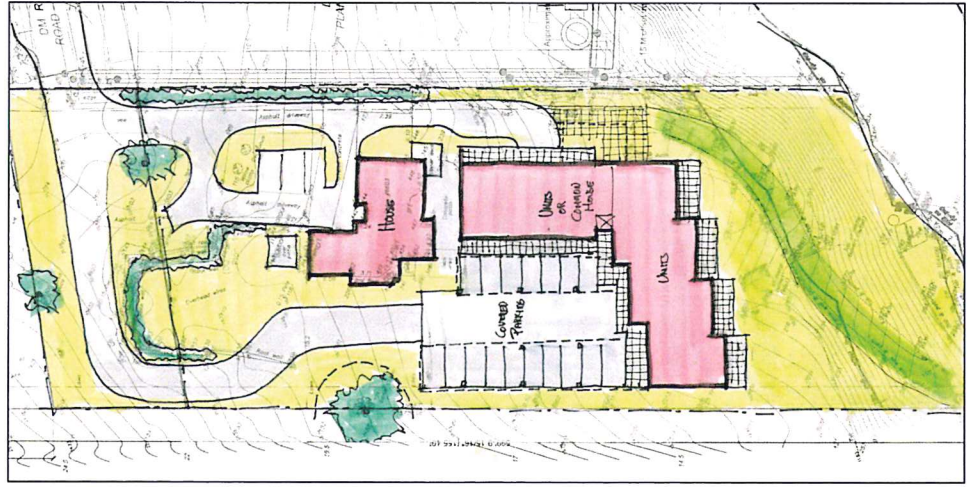
What is currently on the site?

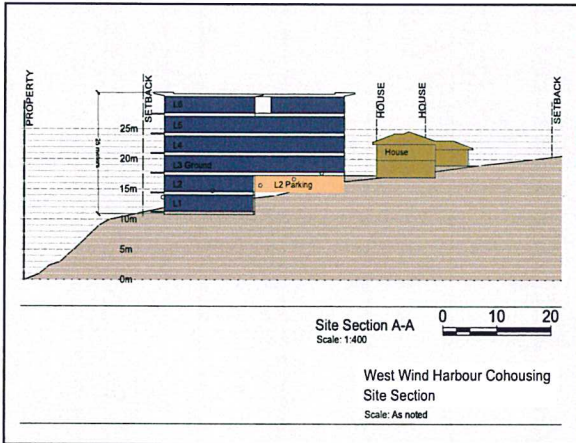
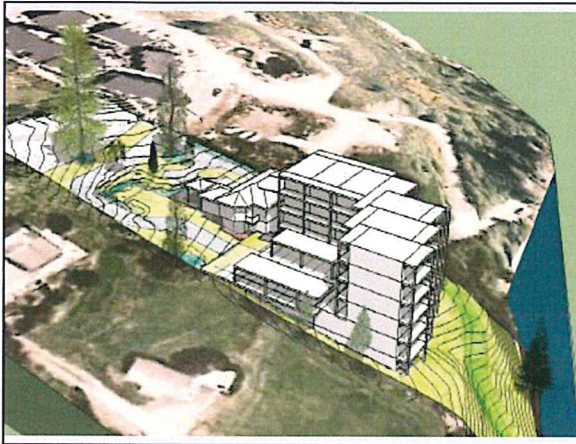
The 0.637 ha property currently has a single family residence (R1 Large Lot Residential zoning). The waterfront also includes foreshore lease with dock for upland owner use (W2 Private Wharf zoning).

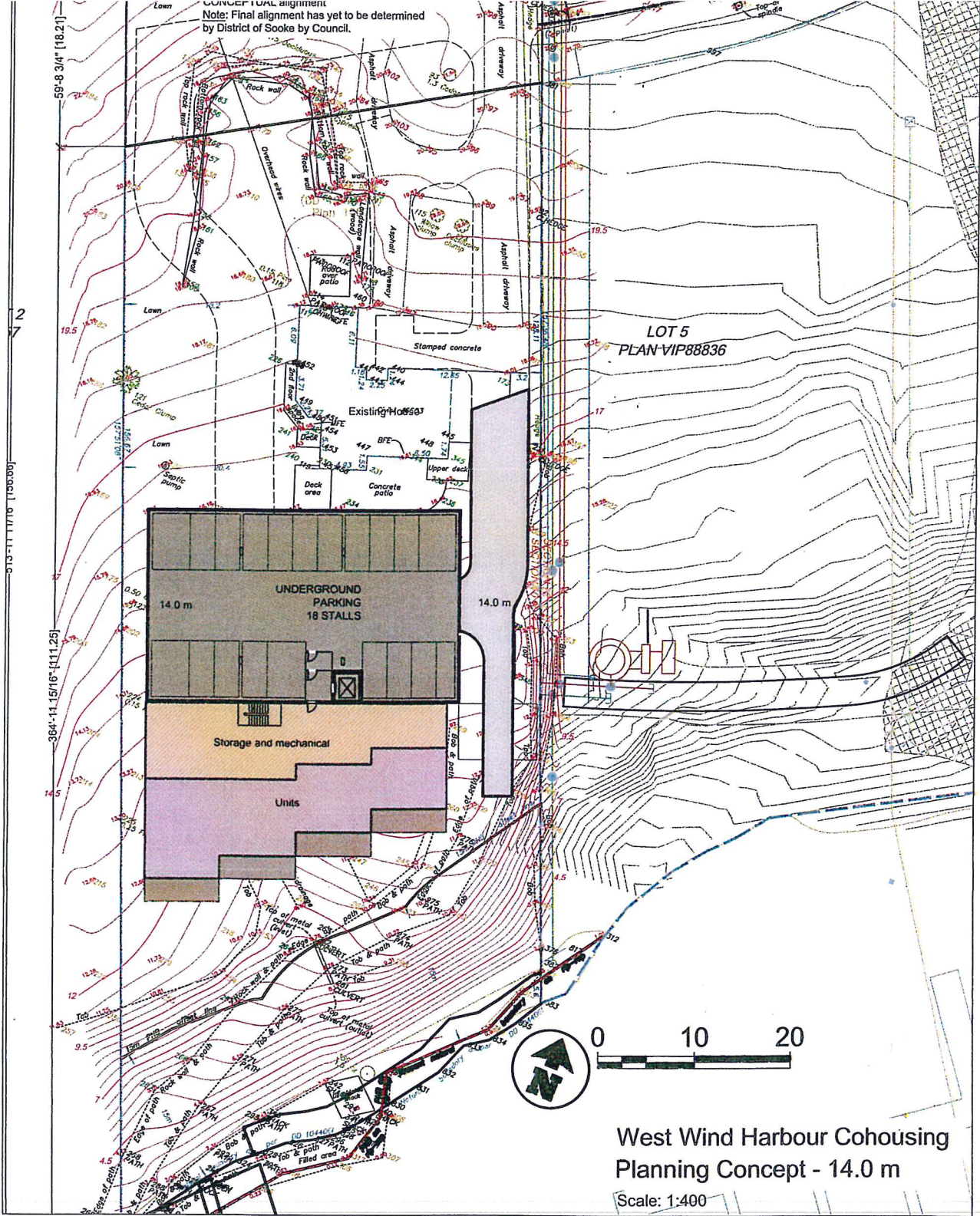


What is being proposed?

- 32 unit low-rise (maximum 6 storey) housing development designed to encourage neighbourly interaction, while respecting individual autonomy and privacy, and support residents to remain independent well into their later years
- With renovations, the existing 3,900 ft² two-storey home would be converted to a shared amenity space for use by owners of the future strata development
- In addition, 1,500 ft² for a common kitchen and dining area for residents to share occasional meals is proposed to be included in the new construction







West Wind Harbour Cohousing

Section 3 - Summary of Technical Reports

1) Conceptual Servicing Report

(McElhanney Consulting Services Ltd., Peter Fergusson, P.Eng.)

McElhanney prepared a Conceptual Servicing Report, dated April 17, 2017 (see Section 3.02). The review of site improvements and servicing in the report is limited to the proposed development of the 32 unit multifamily development for the West Wind Harbour Cohousing parcel south of the future Goodmere Road extension. The report also does include costs for future sanitary, storm and water connections to the northern parcel.

Design criteria followed:

- District of Sooke Subdivision and Development Standards Bylaw No. 404 (2014)
- Capital Regional District (CRD) Water Specifications
- Vancouver Island Health Authority requirements for water supply
- On-site water, storm and sanitary systems will be in accordance with BC Building code for a private strata development

The following findings were made for future servicing of the proposed 32 unit multifamily seniors development:

- The buildings will be sprinklered. Fire demand and domestic demand will be satisfied with the 250mm dia DI watermain installed in the Mariners Village development, which was sized to service lands beyond the proposed development;
- CRD Water was contacted, but will not confirm until a formal application for service is submitted;
- Sanitary system will be via an internal gravity system connecting to the existing 200mm diameter gravity main on the Mariners Village property. The grades from the property will not require pump to the sanitary system. The existing sanitary lift station and related force mains have the capacity to accept proposed development flows with no modifications required.
- Stantec completed a Serviceability Review on December 14, 2016 for flow from 30 proposed units. The current proposal (with Area A Cohousing site and Area B Mixed use) has a total of 50 units (or 47 units, plus commercial ground floor). This flow should be reviewed by Stantec to confirm that there is capacity in the existing system.
- Surface drainage is proposed to discharge to the ocean foreshore, via drainage swales and bioswales, where possible.

West Wind Harbour Cohousing

- The on-site road system will be designed to meet District of Sooke fire department requirements, as well as the BC Building Code. Internal roads will have 6.0m wide asphalt paved surface and will connect to underground and surface parking.
- Goodmere Road extension and Frontage works assumed to include 2- 3.5m driving lanes, curb and gutter, 1.6m to 3m concrete sidewalks and landscaped boulevard with street trees.
- There is existing BC Fortis Gas main, hydro, telephone, cable on Goodmere Road to provide utilities.

2) Traffic Impact Assessment (Watt Consulting Group)

A traffic impact assessment was prepared by Watt Consulting Group, dated April 24, 2017. The report is included in Section 3.03. An analysis of post-development conditions was undertaken in order to provide an understanding of development traffic impacts on the adjacent road network. The proposed development site for Area A: senior cohousing (32 units) and Area B: mixed use multifamily (15 units) with ground floor commercial, was examined. The report concluded that “no capacity mitigation measures are required or recommended due to the development at the intersection of Sooke Road & Church Rd/ Goodmere Rd. In the longer term, MoTI and/or the District of Sooke may consider capacity improvements at this intersection if warranted (e.g. adding a westbound right turn lane).” (pg 11)

3) Geotechnical Memo Letter (Ryzuk Geotechnical, Bruce Dagg P.Eng)

Ryzuk Geotechnical prepared a preliminary geotechnical assessment, dated January 6, 2017. The preliminary assessment indicated that the property would be suitable for the proposed multi-family (cohousing) development. At the time of the preparation of this preliminary assessment letter, the configuration for the proposed development had not yet been determined. Conceptual design plans were completed in April, 2017. Ryzuk Geotechnical will return to the site to complete subsurface investigations, involving drilling, and excavation of test pits to assess soil conditions in the proposed areas for building siting, parking and driveways. An updated geotechnical report will be submitted to the District of Sooke in early May, 2017.

The preliminary findings contained in the memo letter (see Section 3.04), dated January 6, 2017 indicated:

- Based on the preliminary site investigations, Ryzuk does not envision any unique geotechnical difficulties relating to the proposed development.
- Structural fill could be required in some areas, depending on design grades;
- Underlying native silt, clay, gravel and till are all suitable for subgrade support for buildings and roadways.

West Wind Harbour Cohousing

- Development should setback 20 m from Present Natural Boundary to avoid possible unstable areas and slopes.
- Convention spread footing foundations are expected to be feasible to support the proposed buildings. Bearing capacity should be confirmed by inspection during construction, particularly because some soils are moisture sensitive.
- The most practical method of stormwater management will be collection and disposal onto the beach which is the method currently used on the adjacent Mariners Village site.

4) Archaeology Impact Assessment (Stantec Consulting Ltd., Ian Streeter)

Stantec prepared an archaeological impact assessment report, dated March 29, 2017. Field work conducted in March 2017, identified a new archeological site DcRw-60, I.

The remainder of the property is considered to have a low potential for archeological sites and no further archaeological investigation work is recommended.



West Wind Harbour Cohousing

5) Archaeology Branch Section 12 Alteration Application (Stantec)

The Heritage Conservation Act (HCA) Section 12 alteration permits may be sought for proposed alteration or removal of a heritage find (midden site). As this midden is small, the archaeology consultants do not foresee problems with proposed removal of the midden. A Section 12 application was submitted on April 6, 2017. It takes 6-8 weeks to acquire a permit and an estimated 1 day of field work to complete the remove in 1 m sections. A Section 12 permit is expected sometime between the week of May 15 to May 29, 2017 (6-8 weeks from date of submission). The Section 12 permit application for removal is attached in Section 3.06.

6) Arborist Report (Talbot Mackenzie & Associates, Consulting Arborists)

An arborist report, dated March 9, 2017, was prepared for the property. The arborist examined five trees to determine the suitability of the trees retention within the proposed redevelopment context. The Sitka spruce located in the area of future Goodmere Road widening has been topped and it is the arborist opinion that the tree should not be retained. A western red cedar along the western property line is deemed healthy and precautions are recommended around the rooting area and base of trunk. This tree is in proximity to the proposed future driveway to the surface parking area. The Douglas fir near the edge of the waterfront is leaning toward the Mariners Village side. The fir is growing in saturated soils and is vulnerable to failure if the bank continues to erode beneath the root plate. This tree is recommended to be monitored during high wind conditions and periodically in future years for increase in level of erosion and trunk lean. The complete arborist report is included in Section 3.07.

PROPOSED GOODMERE ROAD ALIGNMENT ON 6603 SOOKE ROAD



POLICY CONTEXT – 6603 SOOKE ROAD

OFFICIAL COMMUNITY PLAN, 2010

The OCP designates the property as *Town Centre* (TC) and it falls within the *Community Growth Area* (CGA). The goals of this designation are to ensure the highest density residential development will occur in this area of Sooke, while being the primary hub of the community. The following are relevant sections of the OCP that support this rezoning application:

PART I – VISION

Relevant Objectives and Policies

3.2.1 Sooke’s Thriveability

- (d) Allowing people to “age in place”;
- (e) Providing opportunities for social support networks;
- i) Promoting, creating and supporting affordable housing for a variety of ages and financial capacities;

4.2.1 and 4.2.2 Sustainable Land Use Policy

- Create a range of housing opportunities and choices;
- Create walkable neighbourhoods;
- g) Promote a variety of housing including townhouses, rowhouses, apartments, multi family developments, co-operative housing, co-housing, co-strata structures, secondary and basement suites, small starter homes and duplexes;

3.2.3 Environmental Stewardship

- (b) Protecting the natural environment through efficient use of land, energy, water and other resources;
- (k) Encouraging mixed land uses and growth in existing developed areas;
- (l) Building compact neighbourhoods;
- (m) Encouraging green technologies;
- (n) Preserving, enhancing, rehabilitating and/or restoring existing landscape, including trees.

3.2.4 Economic Diversification

- (c) Encouraging revitalization and redevelopment of the Town Centre;
- (d) Improving the community’s overall visual appearance;
- (g) Working with government agencies towards improvements in the community existing and proposed infrastructure (e.g. roads, water, and sewer) that would help support economic diversification.

3.2.9 Preserving Sooke’s Character

- (d) Encouraging view corridors to Sooke’s natural features, including the harbour and waterfront areas;

4.2 SUSTAINABLE LAND USE POLICY

4.2.1 Goals

- Create a range of housing opportunities and choices;
- Create walkable neighbourhoods;

- Encourage community and stakeholder collaboration;
- Design and create Sooke as a compact community while retaining its rural nature;
- Make fair, cost effective, consistent development decisions;

4.2.2 Objectives

- (b) Enhance the pedestrian environment through maintenance and improvement of sidewalk infrastructure, as well as trails and connections throughout Sooke;
- (c) Enhance existing neighbourhoods and promote pedestrian-oriented subdivisions;
- (d) Protect the natural environment, including aquatic ecosystems, environmentally sensitive areas and rare species;
- (g) Promote a variety of housing including townhouses, row houses, apartments, multi-family developments, co-operative housing, co-housing, co-strata structures, secondary and basement suites, small starter homes and duplexes;

4.6 HEALTH AND QUALITY OF LIFE

4.6.2 Objectives

- (c) Promote a healthy corresponding built environment (housing, roads, pathways) in order to increase the opportunities for local residents and visitors to make healthy lifestyle choices;
- (d) Create safe, walkable neighbourhoods;
- (h) Reduce Sooke’s travel dependence on the automobile;

4.7 HOUSING

4.7.3 Policies

- (b) Require that a minimum of 10% of all new multi-family and condominium units are affordable residential housing and implemented through housing agreements, phased development agreements or through the use of density bonusing;
- (j) Support incentives for affordable housing throughout the community;
- (m) Encourage multi-family residential development in the Town Centre;

4.10 ENVIRONMENT

4.10.3 Policies

- (k) Preserve the environment and viewsapes 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;
- (m) Improve existing and provide new additional public access to waterfront through development triggers such as subdivisions, rezoning’s, development permits, and utility easements;

4.12 PARKS AND TRAILS

4.12.3 Policies

- (a) For all new waterfront developments, negotiate with landowners to purchase or secure right-of-way to expand the existing waterfront boardwalk into a contiguous waterfront walkway between the Town Centre, Government Wharf

and Wright Road. In areas of existing development where a trail location is desirable, the District of Sooke shall negotiate with the landowner and appropriate Provincial Ministry to acquire public access through foreshore areas;

- (k) Consider accessibility and include accessible amenities where terrain and natural eco-systems permit;
- (p) Connect sidewalks to trails and strive for an uninterrupted and integrated pedestrian mobility system;

PART III - LAND USE DESIGNATIONS	Relevant Policies and Objectives (Town Centre)
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Section 5.4.1 Goals

- Ensure a mix of uses including high density residential;
- Ensure future and existing residential development minimizes the impact on municipal infrastructure;
- Require all new or renovated development to include rainwater management techniques;

Section 5.4.2 Objectives

- (a) To implement the vision and recommendations in the Town Centre plan;
- (d) To consider the location and height of development adjacent to the waterfront so as to maintain public harbour views;
- (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;
 - (b) Allow for varying densities and heights of buildings and encourage 'stepping' or 'tiering' of buildings down the slope to the water's edge and using green roofs and natural building materials to limit the visual impact of the development;
 - (e) Residential development in the Town Centre will take the form of townhouses, row houses, and condominiums in the general locations espoused by the Town Centre Plan;
 - (i) 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;
 - q) Establish a "West Coast" theme for the Town Centre that promotes Sooke's natural beauty, cultural and maritime history through the promotion of architectural form and character;
-

THE TOWN CENTRE PLAN, 2009

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

Primary Goals:

To establish a Sooke Town Centre that will:

1. Be a well-defined, compact, mixed use 'village core'
2. Provide a strong 'heart' for the community
3. Reflect Sooke's distinct cultural heritage
4. Reinforce its unique geographic location and spectacular natural setting

TOWN CENTRE PLAN

Relevant Policies and Objectives (Town Centre)

Land Use – Housing Goals (pg.11)

1. Create a population base that supports a range of businesses and cultural activities in the town centre.
2. Ensure that residential development reflects small town character of Sooke.
3. Encourage a diverse population and a range of housing types and tenure.
4. Develop housing that minimizes the impact on the environment

Land Use – Housing Objectives (pg. 12)

1. Accommodate net growth of 1400 people in the Town Centre by 2050.
2. Focus apartment and townhouse development in the town centre.
3. Review the Sooke Affordable Housing & Social Housing Policy 2007 and develop an action plan.
10. Support the recommendations of the Sustainable Development Strategy 2008 to create policies that ensure innovations in green buildings, increase the viability for developers to adopt green building practices and educate the public and those involved in the building sector about green opportunities in Sooke.

Apartment (pg. 13)

2. Height should be primarily four 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.

West Wind Harbour Cohousing

1) 32 Units Affordable Market Housing for Seniors

West Wind Harbour Cohousing is proposing a 32-unit market seniors housing development on Area A. The remainder parcel (Area B) is proposed for a maximum of 18 units and will be sold for future development. As such 64% of units are proposed for a seniors housing development.

At West Wind Harbour the developer is the cohousing group. The future residents of the community are directors and shareholders of the cohousing development company. There is no profit, homes are sold at cost, and the group funds the equity that facilitates the development and construction. The members are jointly liable for the construction loan during the development phase. Once the development is complete, the individual members purchase the units that have been created through the development process and the construction loan is paid off.

The standard of affordability for a senior-focused cohousing community is best measured against independent living facilities rather than the conventional housing market. Like independent living facilities, cohousing offers a supportive environment for active aging in connection with co-residents and with the possibility of assistance, shared meals, and recreational activities. In cohousing, these amenities are provided by the residents themselves. When outside help is required, the costs of hiring someone to provide services can be shared, thereby reducing the expense per household. On average, the out-of-pocket cost of subsidized independent living facilities in BC takes 70% of a resident's monthly income, averaging \$2,480 per month or \$29,670 per year (source *Senior Living Magazine*). Senior-focused cohousing communities provide a standard of living equivalent or superior to independent living facilities for a fraction of the monthly cost—i.e., a monthly strata fee of ~\$250.



**DISTRICT OF SOOKE
ZONING AMENDMENT
BYLAW No. 678**

A bylaw to amend Bylaw No. 600, *Sooke Zoning Bylaw, 2013* for the purpose of creating the *West Wind Harbour Cohousing Comprehensive Development Zone (CD15)* and amending the zoning on the property located at 6603 Sooke Road from *Large Lot Residential Zone (R1)* to *West Wind Harbour Cohousing Comprehensive Development Zone (CD15)*.

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

1. This bylaw is cited as *Zoning Amendment Bylaw (600-41)*.
2. Bylaw No. 600, *Sooke Zoning Bylaw, 2013*, is amended by adding immediately following Schedule 814 in **Part 5 – Zone Schedules**, the following:

“Schedule 815 – West Wind Harbour Cohousing (CD15)

West Wind Harbour Cohousing CD Zone

CD15

815.1 Purpose: This zone provides for residential cohousing in the Town Centre in the District of Sooke.

815.2 Permitted Uses:

Principal Uses:

- a) Apartment building
- b) Assisted living facility
- c) Cluster dwelling units
- d) One single family dwelling per lot*

Accessory Uses:

- e) Limited home-based business
- f) Boarding and lodging
- g) One secondary suite*

* See conditions of use

815.3 Minimum Lot Size for Subdivision Purposes: 3000 m²

815.4 Minimum Width for Subdivision Purposes: 15 m

815.5 Maximum Density: 32 dwelling units

- 815.6 Maximum Height:**
 a) Principal Buildings: 6 storeys up to a height of 25 m
 b) Accessory Buildings: 6 m

815.7 Maximum Lot Coverage: 40%

815.8 Amenity Area: A minimum of 5% of the lot area must be developed as an amenity area for the residents

815.9 Minimum Setbacks:

Use	Front Lot Line	Flanking Lot Line	Side Lot Line	Rear Lot Line	Natural Boundary of the Sea
Principal Building or Structure	3m	3m	3m	4.5m	20m
Accessory building or structure	7.5m	4.5m	3m	4.5m	20m

Conditions of Use:

- 815.10** a) The single family dwelling may be used as an Amenity Area and Boarding and lodging, with or without a secondary suite.”

- Bylaw No. 600, *Sooke Zoning Bylaw, 2013*, is further amended in **Schedule A – Zoning Map** by changing the zoning on the property legally described as *Parcel A (DD 1044061) of Lot 1, Section 10, Sooke District, Plan 1057, Except Part in Plan 16379*, as shown shaded on Schedule A to this bylaw from *Large Lot Residential Zone (R1)* to *West Wind Harbour Cohousing Comprehensive Development Zone (CD15)*.
- Bylaw No. 600, *Sooke Zoning Bylaw, 2013* is further amended in the table in section 5.1, “Zones” of **Part 5 – Zones** by adding the following under the “Comprehensive Development & Mixed Use (CD) Zones” section:

West Wind Harbour Cohousing	CD15	815
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Read a FIRST time the ____ day of July, 2017.

Read a SECOND time the ____ day of July, 2017.

PUBLIC HEARING held the ____ day of _____, 2017.

Read a THIRD time the ____ day of _____, 2017.

APPROVED by the Ministry of Transportation and Infrastructure the ____ day of _____, 2017.

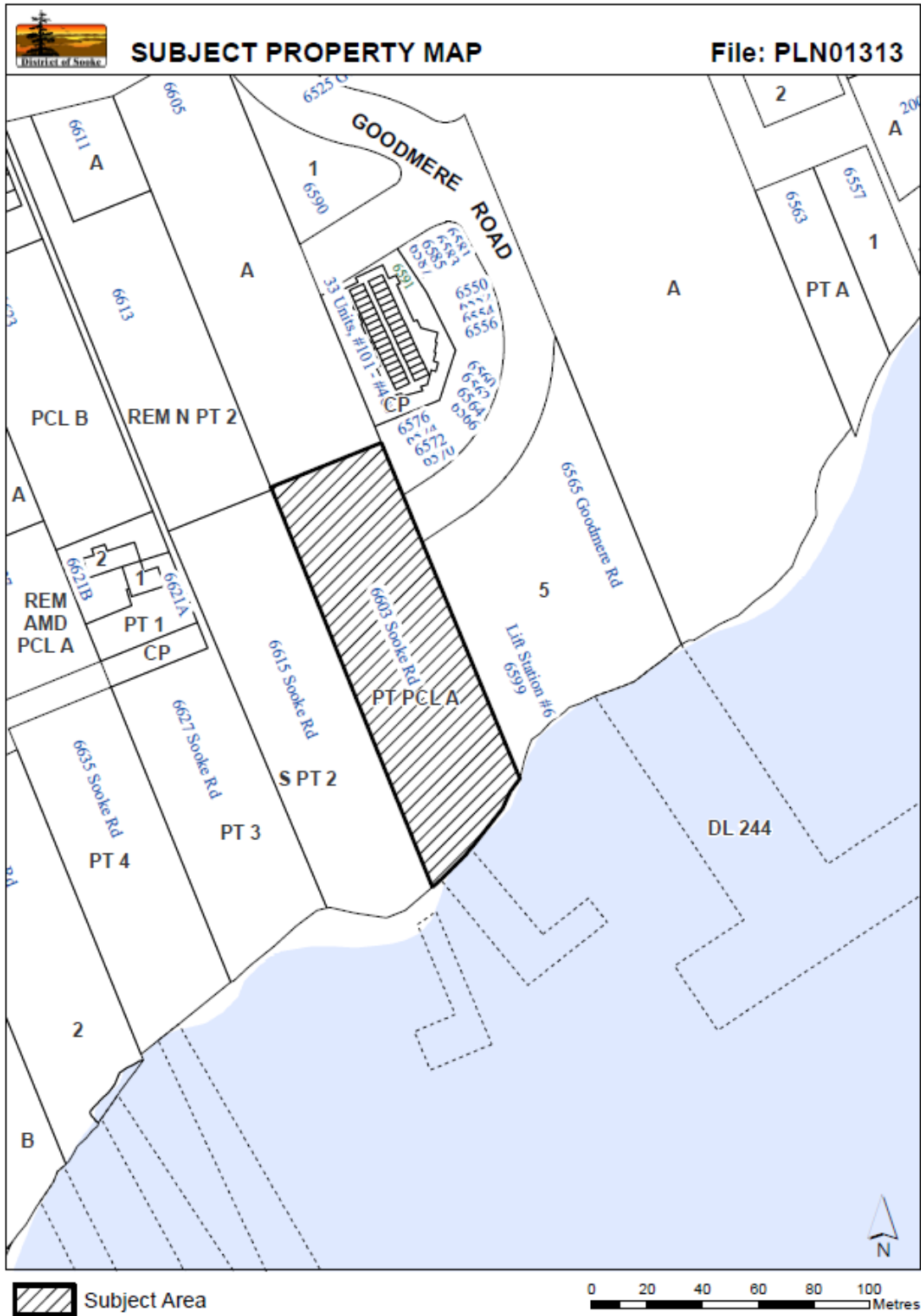
ADOPTED on the ____ day of _____, 2017.

Maja Tait
Mayor

Patti Rear
Acting Corporate Officer

FOR INFORMATION ONLY: Section 219 Covenant registered the ____ day of _____ ,
2017 in the Victoria Land Titles Office under number CA_____.

SCHEDULE A



TERMS OF INSTRUMENT – PART 2

SECTION 219 COVENANT

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

BETWEEN:

Harry Kaare Hammer
Sissel Villanger Hammer
6603 Felton Lane
Sooke, BC V9Z 0A7

(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:

Parcel A (DD 1044061) of Lot 1, Section 10, Sooke District, Plan 1057, Except Part in Plan 16379

(PID 008-078-084)

(the "Land");

- B. The Owner proposes to develop the Land for a residential use;
- C. The Owner has requested the Municipality to adopt Bylaw No. 678, *Zoning Amendment Bylaw (600-41)* (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) Development of the Land, including by construction or placement of any building or structure on the Land is prohibited with exception of improvements to existing structures;
 - (d) No building permit may be applied for, and the Municipality is not obliged to issue any building permit, in respect of the Land with exception of improvements to existing structures; and
 - (e) 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, development, 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. Dedication of land for an 18-metre road for the future extension of Goodmere Road.
2. Subdivide and transfer ownership of a waterfront strip of land that is measured the entire length of 6603 Sooke Road from east to west and is measured 3 metres wide upland from the Present Natural Boundary to the District of Sooke for securing provision of public access along the waterfront.

END OF DOCUMENT



6603 Sooke Road - Rezoning Application

RECOMMENDATION:

THAT COUNCIL discuss the applicant's rationale for affordable housing and determine whether it can be supported; AND

THAT COUNCIL, should the rezoning be approved, direct that prior to final adoption of Bylaw No. 678, the owner enter into section 219 covenants with the District of Sooke to address the dedication and construction of Goodmere Road and to secure provision of public access along the waterfront and if applicable, affordable housing, and that Council authorize the Mayor and the Chief Administrative Officer to execute the section 219 covenant(s) when required.

Report Summary:

The applicant has initiated a rezoning application on 6603 Sooke Road to allow for a 32 unit seniors focused cohousing community, similar to the cohousing on Horne Road. The purpose of this report is to build on the previous July 10, 2017 staff report to Council by providing an update on the Goodmere road design as it affects this property and to further discuss the applicant's rationale for affordable housing.

Previous Council Action:

Zoning Amendment Bylaw No. 678 (600-41) to rezone 6603 Sooke Road from Large Lot Residential (R1) to High Density Multi Family (RM4) received first and second reading. Council discussed the cost of road construction and asked for clarification of the Goodmere road design. Parking requirements were confirmed and the affordable housing requirements were questioned and discussed. Discussion of the section 219 covenants were requested to be brought forward to be discussed at the Public Hearing.

Report:

In addition to the staff report that was prepared and presented at the July 10, 2017 Council meeting, this report provides an update to the design change of Goodmere Road on the subject property. The applicant has also submitted a letter and a Housing Need and Demand Analysis to support their rationale that cohousing is a form of affordable housing.

A. Affordable Housing

The OCP defines affordable housing to mean "the gap in houses and services for people who do not fall into provincially or federally defined affordable housing and do not make enough to purchase a market rate home". Canada Mortgage and Housing Corporation (CMHC) defines affordable housing as adequate shelter that does not exceed 30% of household income; housing related costs that are less than this are

considered affordable. One of the goals in Sooke's Affordable Housing & Social Housing Policy, 2007 is to improve housing options for community members of all income levels by increasing the supply of safe, accessible affordable housing in Sooke.

The District of Sooke has established a Housing Reserve Fund in order to foster affordable housing in the community. This reserve fund obtains monies from land development, donations, transfers from the sale of surplus lands, and public/private partnerships. All money in the fund, and interest earned on it, must be used to develop or assist in developing affordable housing in Sooke.

As per the letter submitted by the cohousing group, the focus is not on providing non-market housing, but on seniors who cannot afford, or who do not want high priced retirement communities or institutional independent living facilities and are interested in a living environment where they can flourish through mutual support. The cohousing group is looking to Council for direction on whether this can be supported.

Options for Council:

Option 1 - Support the cohousing rationale for meeting affordable housing

Option 2 - Request a \$500 per residential unit contribution towards the Housing Reserve Fund, Bylaw No. 259.

B. Goodmere Road

Goodmere Road will be the primary access road into the subject property. All trips from the cohousing development will use the Sooke Road and Church Road/Goodmere Road intersection.

After the July 10, 2017 Council meeting, staff met with the engineer to request a further review of the proposed Goodmere Road alignment on 6603 Sooke Road to determine if a parcel of land at least 900 square metres could be created on the north side. The cohousing group has offered to dedicate and construct the portion of Goodmere Road on their property if a developable parcel of land could be created on the north side on the proposed road.

The second draft plan for the Goodmere road alignment for 6603 Sooke Road was received on August 14th and forwarded to the cohousing group. West Wind Harbour Cohousing is pleased with the new road alignment because it allows for a 995 square meter buildable parcel on the north side of the road. As a result, West Wind Harbour Cohousing is willing to dedicate and build Goodmere Road under the proposed alignment to the western boundary of the property.

Legal Impacts:

If affordable housing contributions, securing dedication/construction of land for the extension of Goodmere Road and securing public access for a future waterfront boardwalk are items that Council see as important, then it is appropriate to ask for these items prior to closing the Public Hearing through use of a Development Agreement secured by a section 219 covenant. After a rezoning is approved, it is more difficult to obtain these items and anytime Council takes an interest in land, a Public Hearing is required. Staff bring Development Agreements/covenants forward at the time of

rezoning for Council consideration as this meets legislation requirements and helps streamline the process.

Budget/Financial Impacts:

With the results of the Goodmere road alignment, the applicant can now include road construction as part of the cohousing project.

Strategic Relevance:

The application is consistent with the Strategic Plan.

Attached Documents:

[6603 Subject Property Maps](#)

[2nd Draft of PROPOSED GOODMERE ROAD ALIGNMENT ON 6603 SOOKE ROAD](#)

[Cohousing letter to Council re affordable housing rational conceptual plans](#)

[summary of technical reports](#)

[Policy Context](#)

[678-ZA-R1 RM4 6603 Sooke Road](#)

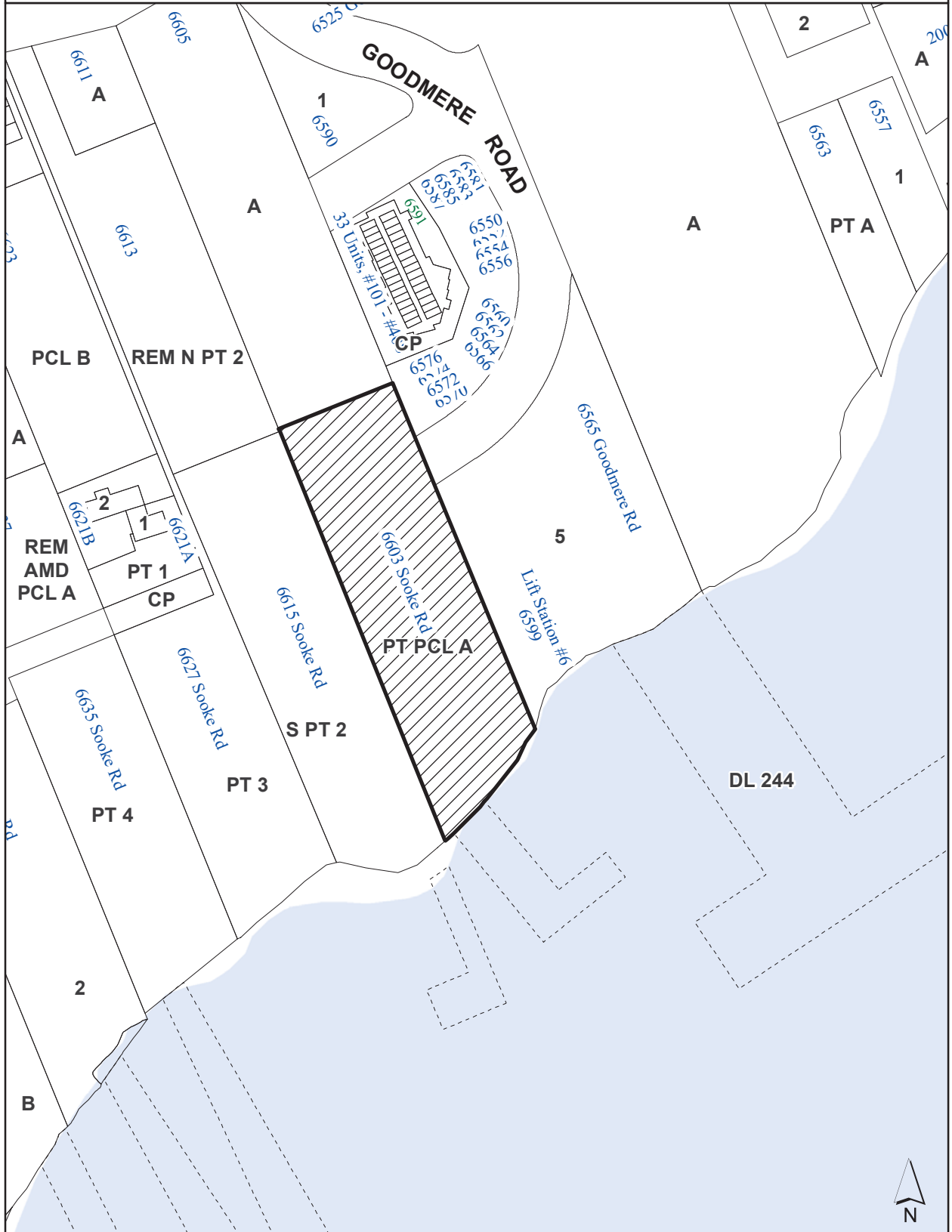
[draft affordable housing S 219 covenant 6603 Sooke Rd](#)

[draft s 219 covenant goodmere road and public waterfront](#)



SUBJECT PROPERTY MAP

File: PLN01313



 Subject Area






SUBJECT PROPERTY MAP

File: PLN01313



 Subject Area



PROPOSED GOODMERE ROAD ALIGNMENT ON 6603 SOOKE ROAD (second draft)





1098614 B.C. Ltd (dba West Wind Harbour Cohousing)

c/o CDC cohousing development consulting

102 – 4272 Albert Street,

Burnaby, BC, V5C 2E8

August 10, 2017

District of Sooke

Att: Tara Johnson, Planner

2205 Otter Point Rd,

Sooke, BC V9Z 1J2

Re: Rezoning Application 6603 Sooke Rd - Affordable Housing

Dear Tara,

This letter is in response to your request for written information regarding the affordable housing related to the rezoning application for 6603 Sooke Road. District of Sooke has an Affordable Housing and Social Housing Policy, 2007. Policy 13.2 *“require(s) that 10% of all multi-family residential developments, where 10 or more dwelling units are being developed, shall be dedicated as affordable housing and sold at cost, or rented to eligible applicants”*.

West Wind Harbour Cohousing is providing the following to advance affordable housing:

- 1. 100% of the units sold at cost**
- 2. Affordable Market Housing for Seniors based on the Cohousing model**

1. 100% of the units sold at cost

The future residents of West Wind Harbour Cohousing are directors and shareholders of the cohousing development company. They are investing significant time and money and are taking the risk to create housing that will not only serve themselves, but will satisfy a larger need. The District of Sooke Affordable Housing & Social Housing Policy (2007) as well as the Housing Need and Demand Analysis (2013) that was prepared for Harbourside both identify a need for more senior housing options in Sooke. The Need and Demand Analysis (copy attached) illustrates how senior cohousing generates cost savings not just for the individual but also for public health and social welfare systems.



West Wind Harbour COHOUSING

The Housing Need and Demand Analysis concludes by stating “when the cost of housing is combined with the cost of assistance needed to continue in that housing, it renders traditional senior living situations (whether it be independent housing with home care, or an assisted living facility) unaffordable for most seniors. This is a type of housing need that is distinct from the affordable housing need driven by younger age groups.

The CRD’s Regional Housing Affordability Strategy (RHAS) calls for local governments, community, industry, and interested stakeholder groups to work together to secure more affordable housing, while reducing policy and regulatory obstacles. The strategy encourages self-help and community initiatives.

West Wind Harbour Cohousing is a self initiated project. The members are providing the equity that is required to make the project happen and are jointly liable for the construction loan during the development phase. Once the development is complete, the members will purchase the units that have been created through the development process and the construction loan will be paid off. There is no profit and all homes are sold at cost.

2. Affordable Market Housing for Seniors based on the Cohousing model

West Wind Harbour Cohousing is proposing senior-focused housing that will contribute to the “affordable housing continuum” by providing seniors with a more affordable option for aging in place than what is currently available in the conventional market.

The development is being designed to encourage connection and a sense of belonging between neighbours, which will support residents with the kind of informal care that a senior needs to remain in independent housing. In a resident driven development, the future homeowners are invested in quality construction and achieving higher environmental standards that consider long-term operations and maintenance benefits, which contributes to affordability over time.

The common amenities function as an extension to the private dwelling by providing access to guest rooms, workshops, and meeting rooms, making it possible for the individual homes to be smaller without negatively impacting lifestyle. Cost of living is rarely considered when looking at housing affordability, yet cohousing’s social structure and access to shared resources present opportunities for reducing living costs that are not available in conventional neighbourhoods. Although the homes will likely increase in value over time, the reduced costs associated with the cohousing lifestyle will always make them more affordable than conventional homes.



The standard of affordability for a senior-focused cohousing community is best measured against independent living facilities rather than the conventional housing market. Like independent living facilities, cohousing offers a supportive environment for active aging in connection with co-residents and with the possibility of assistance, shared meals, and recreational activities. In cohousing, these amenities are provided by the residents themselves. When outside help is required, the costs of hiring someone to provide services can be shared, thereby reducing the expense per household.

On average, the out-of-pocket cost of subsidized independent living facilities in BC takes 70% of a resident's monthly income, averaging \$2,480 per month or \$29,670 per year (source *Senior Living Magazine*). Senior-focused cohousing communities provide a standard of living equivalent or superior to independent living facilities for a fraction of the monthly cost—i.e., a monthly strata fee of ~\$300

Section 3.8 in the District of Sooke Affordable Housing and Social Housing Policy, 2007 states that “*home ownership is a generator of wealth and income security for many Canadians.*” The option to maintain and build equity in a home increases the affordability of aging in place by providing an asset against which homeowners could borrow (e.g., through a reverse mortgage) to support their care in their elder years. This reduces the likelihood of their placing demands on the system for assistance.

The Financial Post published an article, Sept 8 2014 titled “Canada doesn’t have your back: Free health care only goes so far, especially for some seniors.” The article speaks of the desirability of in-home care. It’s what most seniors want but many homes are not easily retrofitted for accessibility. Cohousing units are designed for this and thus have a level of affordability that comes with easy accessibility. They also make centralized homecare possible, which supports affordability and quality of life.

Can society afford not to support cohousing options for aging in place? In her article “Elder Cohousing: The Epitome of Aging in Community” Professor Anne P. Glass suggests the answer is “no.” In senior cohousing communities, she writes, “*Positive outcomes accrue by dealing with aging together through the mechanism of communal coping [what we call co-care]. Beyond mutual support, there is increased acceptance of aging, less fear and social isolation, and an interdependent community. We are testing whether these outcomes also include less depression, less loneliness and fewer days in the hospital and nursing home, as well as whether the model can be replicated in the larger community.*”



West Wind Harbour
COHOUSING

Canada Mortgage and Housing Corporation (CMHC) agrees that senior cohousing is a needed form of affordable housing. CMHC also compares seniors cohousing to independent living facilities. West Wind Harbour cohousing has received seed funding (\$25,000) from CMHC to support the realization of this development, because CMHC wishes to advance this model for affordable market housing for seniors. The seed funding is applied to the overall development to advance affordability for all units.

Thank you for your consideration of the West Wind Harbour Cohousing's rezoning application.

Regards,

Ronaye Matthew
CDC cohousing development consulting
on behalf of West Wind Harbour Cohousing Ltd.



A Housing Need and Demand Analysis

Senior Cohousing



Sooke, BC



Submitted To:
Harbourside Senior
Cohousing

Submitted By:
Kaela Schramm
Planning and Development
Consultant

January 11, 2013

Introduction

In November 2012, the Harbourside Senior Cohousing engaged the consultant to produce a housing need and demand study for senior cohousing units in the District of Sooke. This study is part of a larger feasibility analysis for senior cohousing units in the District of Sooke, funded by the Canada Mortgage and Housing Corporation's Seed Funding for Affordable Housing program. This study will therefore meet all the requirements of the CMHC funding agreement and guidelines they provide. Additionally, BC Housing has a housing need and demand guide, which they provide for non-profit housing pre-development and feasibility analysis, which was also used as a guide for formatting this study.

Senior Cohousing

As baby boomers begin to worry about the loneliness and limitations of old age, the burdens they may place on their adult children and even their own ecological footprints, senior cohousing has begun to cropping up across Europe and North America.

(Globe and Mail, 2012).

Cohousing, as a concept, originated in Denmark in the 1960s. This concept was to create multigenerational intentional communities of private homes built around shared facilities with the residents designing, owning and managing the entire community. As it was younger families that were primarily attracted to cohousing, not all of these communities were senior-friendly in design, so in the 90s, the concept of seniors cohousing was created (also in Denmark) in order to allow seniors to design a community where they could age in place in a healthy, pro-active manner. While this concept has spread to North America, Seniors Cohousing is still a relatively novel concept in Canada, with only one operating community and three new projects underway (including the West Coast Seniors Cohousing development in Sooke), (Globe and Mail, 2012).

A goal of the nonprofit Canadian Senior Cohousing Society is to raise awareness of the need for community and for mutual social support through Active Aging study groups. A group of households then form to acquire a site and build the houses and common house. Residents own their private dwelling units, and share a common house, which provides a space for common meals (kitchen, dining room), laundry room, offices, guest rooms, caregiver suite, and recreational features, for example. **The key feature of Canadian Senior Cohousing is the concept of residents cocaring for each other. That is, they provide companionship and support for each other which provides support to age in place at no cost to the system.**

In the Senior Cohousing Handbook by Charles Durnett (2009), he outlines the many positive benefits of cohousing, which includes:

- Better physical, mental, emotional and spiritual health

The key feature of Canadian Senior Cohousing is the concept of residents co-caring for each other...which provides support for aging in place at no cost to the system

- Friendships and accessible social contact
- Safety and security
- Affordability
- Shared resources

Harbourside Senior Cohousing

The mandate and mission of Harbourside Senior Cohousing are as follows:

The **mandate** is to build an intentional neighbourhood of strata-titled housing for seniors that is affordable, environmentally friendly, and socially/culturally supportive, allowing people to flourish through mutual support as they age in place and in community.

The **mission** is to be a sustainable senior cohousing homeowner community that promotes healthy aging in place. The physical structures as well as the social fabric of our community will nurture an innovative elder culture with lively connections to the larger society. While respecting personal privacy, we will foster cooperation, social connection and affordability through design and through the sharing of elder care as well as physical and social resources.

Harbourside Senior Cohousing is a group of people (around 9 households, or 25 people) ranging in age from mid-fifties to seventies looking to actively develop a plan for retirement and aging in place. Starting in the fall of 2010, this group has secured a site, subject to feasibility studies, within the town centre of the District of Sooke, BC. Currently operating as the Sooke Ocean Resort, the site is within walking distance to grocery stores, the Community Hall, the post office, a park, restaurants, coffee shops, and transit. Currently in the feasibility analysis stage, this 2-acre site still needs to be rezoned in order to permit a total of about 24 - 30 units to be built. This study is an important component to the feasibility analysis of Senior Cohousing in Sooke, BC.

Scope of study

The scope of this study will be limited to seniors in the District of Sooke and the Capital Regional District, even though retirement communities in general, and senior cohousing specifically (as a unique concept), draws people to relocate from broader regions and even outside of the country.

Senior Cohousing Need and Demand Analysis

Now that the demographic, economic, and housing need and demand context for Sooke and the surrounding areas has been established, it is important to discuss the specific needs of seniors as the target demographic for the specialized housing concept of Seniors Cohousing.

Senior Cohousing Need

Traditional Senior Care Options

Cost

As indicated in the introduction, senior affordable housing need is often more complex than conventional affordable housing needs. As an individual ages they are often in need of additional help in the home with Instrumental Activities of Daily Living (IADL). IADLs can include yard work, home maintenance, housekeeping, grocery shopping, meal preparation, financial management, and transportation to appointments among other activities. As seniors age in place they may also require help with Activities of Daily Living (ADL). ADLs include bathing, grooming, taking medications, carrying out prescribed exercises eating, or going to the bathroom just to name a few.

According to Irene Weir, a case manager with the Vancouver Island Health Authority, the health authority is able to provide subsidized home care services to meet the ADL needs of seniors. The amount seniors would pay for this service is determined by the Health Authority and the cost is dependent on the senior's income. If a senior earns more income, they will be required to pay more money for at-home services.

Once seniors reach a point where their ADL needs cannot be met with traditional scheduled home supports they must access the next level of care, often referred to as residential care. Please see p. 17 for the Traditional Continuum of Care for Seniors. To qualify for residential care an individual must require twenty-four hour, seven day a week access to **unscheduled nursing care**, which takes place in a residential care facility or in the home with live-in caregivers.

The price paid for these two services differs greatly. Refer to chart on page 17 for Private Home Care Costs without provincial subsidies. Private residential care facilities charge a minimum of six thousand dollars per month with the cost increasing according to the amount of care the senior requires.

Sooke

Based on the estimated average annual household income in Sooke of \$60,110, a household could spend \$3,506.42 per month on supportive housing.

Based on the estimated average annual individual's income of \$29,115, an individual in Sooke could afford to spend \$1,698.38 per month on supportive housing.

← What can seniors afford to pay?

Supportive housing is considered affordable at 70% or less of household income as meals and other services are included in the price of housing (BCNPHA, 2004). BC Non-Profit Housing Association estimates that seniors living on a minimum pension income have approximately \$700 per month to spend on supportive

Traditional Continuum of Care for Seniors

Acute Care:

Acute care services are hospital services that provide emergency care, surgery, acute medical care, and diabetes and dialysis clinics.

\$825 to
\$1,968 per
day

Complex Care:

Complex care is often referred to as extended care, long term care or residential care. Complex care is for seniors who require 24-hour supervision and personal nursing care.

\$200+ per
day
(\$6,000+
per month)

Assisted Living:

Services include meals, housekeeping, a 24-hour emergency response system, and one or two additional services such as medication monitoring or help with dressing.

\$83 - \$200
per day
(\$2,500 -
\$6,000 per
month)

Independent Living/ Supported Housing:

Includes accommodation and services to assist the resident. Residents are independent for the most part, but may like to have, or require a little bit of assistance in their daily routines.

\$83 per day
(\$2,500 per
month)

Retirement Community:

A housing complex designed for older adults, assistance from home care agencies is offered in some communities, and activities and socialization opportunities are often provided.

In Canada,
\$64 - 118 per
day
(\$1,909 to
\$3,530 per
month)

Independent Housing:

Seniors living independently in the community, receiving informal care, or paying for home support for tasks such as basic nursing, housekeeping, and/or meal preparation.

In BC, home
care subsidies
from the
government
is based on
income*

Level of Service Increases (generally)

Senior

Cohousing:

Senior Cohousing encompasses the majority of the senior care options shown here, and seeks to offer a continuum of care in one location at affordable rates:

\$27 - \$83 per day
(\$800 - \$2,500 per
month)

Source: McCamant and Durrett
Architects

See Page 20-21 for a full discussion of the cost savings associated with senior cohousing.

*Private Home Care
Costs (without Provincial
Subsidies)

Costs

Type of service	Provincial rate
In-home meal preparation (per hr)	\$16.50 - \$36.95
Laundry/house cleaning (per hr)	\$15.00 - \$36.95
Personal care (bathing/dressing) (per hr)	\$15.00 - \$36.95
Skilled nursing (per hr)*	\$35.00 - \$75.00
24 hour live-in care (per hr)	\$26.00 - \$65.00

* Fees range depending on what kind of nurse, such as a registered nurse (RN) or Licensed Practical Nurse (LPN), delivers care.

housing if 70% of their income goes to housing and care.

If friends or family are unavailable to assist with the IADL and ADL needs of the senior choosing to remain in their home, and this senior cannot afford to pay for these services, IADL and ADL needs become a real barrier to aging in place.

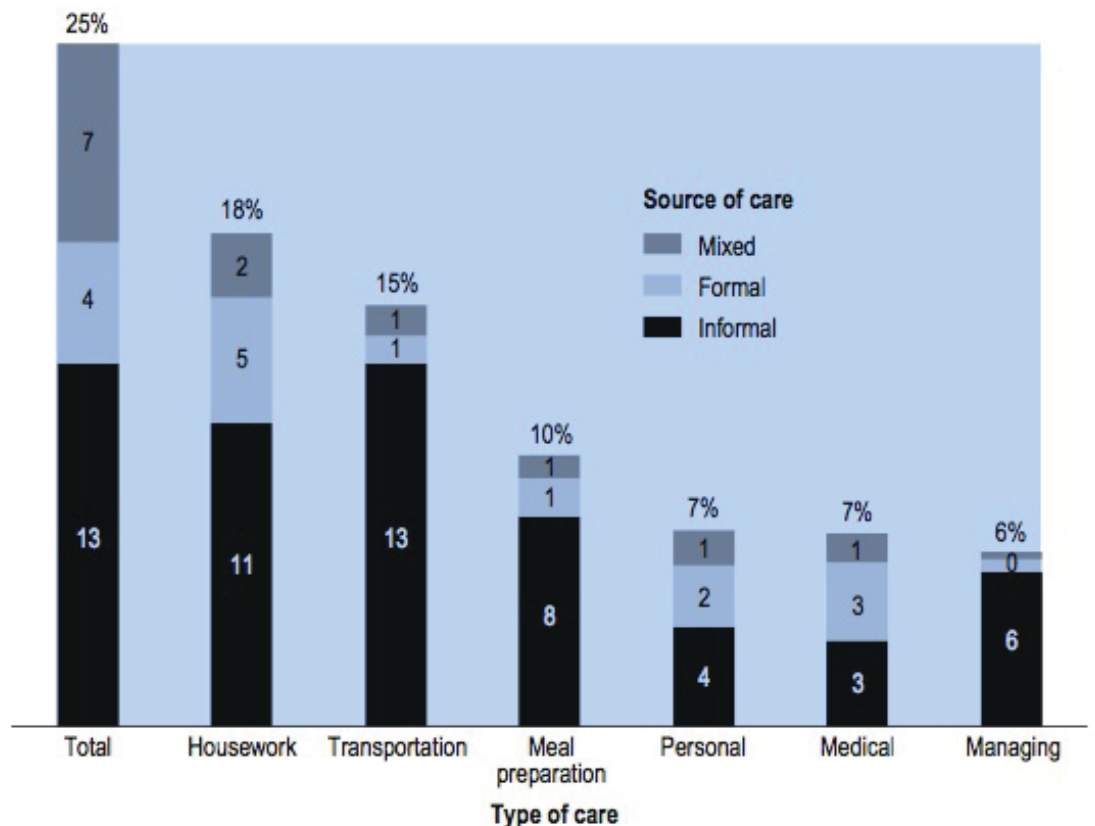
Home Care

Often the kind of informal care that a senior needs to remain in independent housing falls on friends or family. A 2009 survey of Canadians 65 and older receiving home care indicated that family, friends and neighbors were the sole provider of their home care support for 53% of the respondents (StatsCan, 2012 and CBC News, 2012). The most common types of homecare include:

- Housework (including home maintenance)
- Transportation (including trips to the doctor or for shopping)
- Meal Preparation

Please refer to the chart below.

Percentage of seniors receiving home care, by type and source, household population aged 65 or older, Canada, 2009



Note: An "other" category, representing 1% of the total, is not shown. Because of rounding, detail may not add to total.
Source: 2009 Canadian Community Health Survey—Healthy Aging.

In addition to those actually receiving home care, 180,000 seniors reported at least one unmet need for professional homecare services, and housework and personal care were the two most common unmet needs.

Social Isolation

Social isolation is a critical component influencing senior health and happiness, which in turn influences the level and amount of care needed from the system. The 2011 Canadian census revealed that more than one-quarter, and almost half of all Canadian women over the age of 65 live alone (StatsCan, 2012). As seniors age they lose not only friends and family members, but drivers licenses, mobility, strength and endurance. Lack of transportation and difficulty taking public transport further decreases socialization for seniors. Research has consistently linked social isolation to a higher risk of health problems and mortality. For example, **PLoS Medicine Editors collected data from 148 studies involving 308,849 participants and found that social isolation has a similar 'degree of mortality risk' as that associated with smoking** (PLoS Medicine Editors, 2010).

Senior Care Options in Sooke

If a senior does not have the support from family and friends to live independently what do they do? Currently, Sooke has one assisted living facility with twenty subsidized beds and five private-pay beds, and one residential care facility with 35 subsidized beds and two private-pay beds at Ayre Manor. For the subsidized beds, in both the assisted living and residential care options, a senior must meet the requirements set out by the health authority in order to be put on a waiting list, which is generally extensive in length. Subsidized assisted living costs 70% of after tax income and residential care costs 80% of after tax income (up to maximum and minimum amounts which change yearly). The five assisted living beds at Ayre Manor accessible via a private-pay option begin at about \$2,800 per month for one resident. The two private-pay residential care beds at Ayre Manor begin at \$6,000 per month (Irene Weir, personal communication, 2013).

To access any other private independent or assisted living facility would require a senior in Sooke to move to Langford or Victoria. Likewise, with residential care there is no guarantee that a senior living in Sooke will receive a bed in Sooke. Provincial government policies indicate that seniors accessing subsidized residential care must accept the first available bed in their chosen geographical area, which for the Sooke area covers Esquimalt and the Westshore (Langford, Colwood, Metchosin, the Highlands, and View Royal) Other geographical areas on the south island available to Sooke residents include Victoria and Sanach/ Peninsula - please see map on p. 5 (Irene Weir, personal communication, 2013).

Additional senior resources include a day program for isolated seniors in Sooke which is run by the Health Authority. This one Adult Day Program (ADP) has an extensive waiting list, indicating how valuable and much needed resource this is. However, Sooke has no community house or community hall, and this lack of space is already affecting seniors as the health authority has had to move their ADP to Ayre Manor when the senior space was lost. Conversely, Metchosin, a much smaller rural community about twenty minutes from Sooke has a lovely community house with two days of ADP provided by the Health Authority.

The local Sooke Senior Center does have a bus and a good program, however, it operates out of the fire hall and seems to cater more to seniors who are still

On average, a household in Sooke could spend **\$3,506.42** per month on assisted living (70% of income), or **\$4,007.34** per month on subsidized residential (complex) care (80% of income).

On average, an individual in Sooke could afford to spend **\$1,698.38** per month on subsidized assisted living (70% of income), or **\$1,941.00** per month on subsidized residential (complex) care (80% of income).

independent with minor, or no, cognitive impairment. Home bound seniors in the Sooke area with little family support can see no one for days; home and community care clients receiving subsidized home support often mention how much they look forward to their home support care givers to brighten up their otherwise lonely day (Irene Weir, personal communication, 2013).

Why Senior Cohousing?

Cohousing revolves around custom-built neighborhoods organized by the seniors themselves in order to fit in with their real needs, wants, and aspirations for health, longevity and quality of life.

-McCamant and Durrett Architects, 2012

(Co)Housing Solutions

One of the goals of Senior Cohousing is to create affordable housing. As mentioned in the introduction (under definitions), defining affordability can be challenging as the term is interpreted differently by different people and organizations. In the context of Senior cohousing the focus is not on providing non-market housing, or housing for the hard-to-house, rather “the focus for the Harbourside Senior Cohousing is on seniors who cannot afford, or who do not want to high-priced reitment communities or institutional independent living facilities and are interested in a living environment where they can flourish through mutual support. This group has some equity in their home, but not much else,” Margaret Critchlow, Professor Emeritus at York University, and a co-founder and leader of the Harbourside Senior Cohousing group in Sooke. The focus for Harbourside Senior Cohousing is on those seniors in need of low-end-of-market, or possibly just below market housing solutions.

The term ‘intermediate’ housing, discussed in the previous section on affordable housing need and demand in Sooke, means affordable housing aimed at those who cannot afford market housing options for seniors (see table 12), but whose incomes are too high to qualify for social housing. In regards to this study, the term can be extrapolated to the senior experience in Canada, where there are many seniors that are on fixed incomes and do not have the money or support to age in place. These seniors have enough assets not to qualify for government assistance, but cannot afford (or do not want) high-priced retirement communities or institutional independent living facilities. It is this group of seniors, at that ‘intermediate’ stage of need, that are driving the demand for low-end-of-market or just below market housing solutions like senior cohousing.

Cost of Senior Cohousing

McCamant and Durrett Architects recently published a comparison of senior care/living costs, which found that on average cohousing costs less than the other options available in traditional Senior Care Continuum.

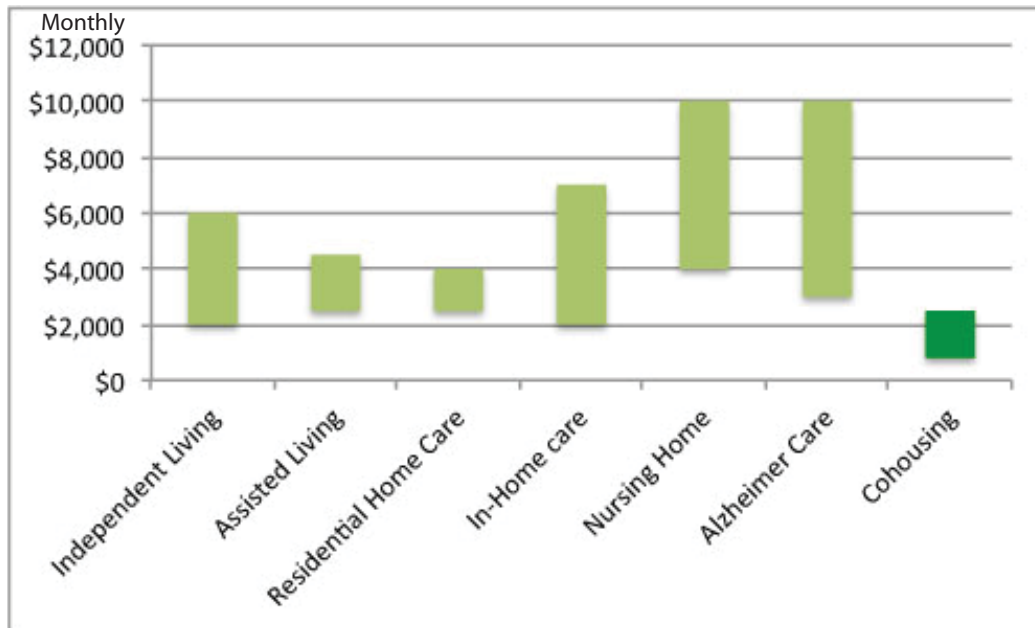


Table 12: Cost Range of Retirement Living Options

Similar to the Traditional Senior Care Continuum on page 17 this chart shows how costly retirement living and care options are, and that these costs only increase as the need for health or domestic support increases. McCamant and Durrett estimate that in comparison to those traditional Senior living and care options, cohousing costs range between \$800 and \$2500 and that this cost does not include savings from shared resources and efficiencies (2012).

Senior cohousing is able to address these costs on many different levels. The community created in senior cohousing is intended to supplement the help of family and friends, adding another level of support. Whether Instrumental Activities of Daily Living (IADLs), such as house or yard work, are shared amongst the cohousing residents, or hired help is organized through the cohousing community, the costs associated with assistance decreases as both cost and help will be divided by the families in the cohousing community. Senior cohousing allows residents to pool resources and take advantage of bulk buying, or joint hiring, help, which often can result in better prices, as well as consistency.

Benefits to Senior Cohousing

Savings and affordability also comes from efficiencies in design, for example, Harbourside Senior Cohousing is looking into Passive House design, energy efficient appliances and other design features, which can greatly impact utility and maintenance fees associated with housing. Additionally, according to McCamant and Durrett (2012):

The community can further reduce costs by designing space for shared care providers to live on site. This suite-style living space, usually in the common housing along with guest rooms, may also be used temporarily by ill or

recovering residents who need to be on the first floor near the common house, or by family members who are staying for an extended period of time. Senior cohousing is intentionally designed to accommodate the needs of its active but aging residents

With the process of creating a purpose-built/designed community, comes the commitment to each other. While the amount of cocaring varies with each community, there is an understanding that informal and mutual care is a part of the Senior Cohousing community. Gail Abernethy, Osteopathic Practitioner and co-founder of Harbourside Senior Cohousing explains that “Senior cohousing is a neighborhood situation where residents co-care for each other, helping with such things as shopping or housework.” And cohousing provides the opportunity to pool resources to hire home support, house keepers, and yard maintenance, for example. Irene Weir also points to the ability to hire workers at a better price, with better consistencies than with the subsidized system where, in her experience, there is a revolving door of workers (personal communication, 2012).

In this regard, senior cohousing is planned around combating social isolation. The housing development pays strict attention to design to encourage socializing yet residents within cohousing also have their privacy within their own home or condominium for personal and family time. Often cohousing developments are walk only neighbourhoods, which also fosters socialization. Houses are often built with kitchens facing the main walkways and living rooms in the back further emphasizing the social/private needs of residents.

The community house where residents may gather for common meals, organized activities such as yoga classes, or exercise classes further fosters the social aspect of cohousing. Because all these facilities are within walking distance the residents can age in place and still benefit from all the social activities they would like to take part in.

Finally, this is not only an approach to creating affordability in the community, but also allows seniors to remain independent for longer. Danish research shows that Seniors in cohousing can live independently for eight to 12 years longer than isolated and sedentary peers (M&D, 2012). In many ways creating an environment of increased independence could be argued is preventing physical and mental deterioration. Andrew Moore, one of the pioneering members of Harbourside Senior Cohousing puts it this way:

Universal design helps avoid falls and staying in place longer. Collective exercise workshops yoga, cycling and or walking club, typical in cohousing, helps occupants to stay fit longer. The collective social activities, running the operations of a strata community not to mention the cocaring activities all keep the mind, emotions and spirit active and engaged. Private and public money is well invested at this level to avoid high costs of more intensive care that might otherwise be needed which would eventually be borne by all. (Personal Communication, 2013)

“this model has the potential to take a huge burden away from the current health care system”

-Irene Weir
(Case Manager, VIHA)

Irene Weir echoes Moore’s opinion of the potential cocaring communities have to

impact more broadly than just this project in Sooke: **“this model has the potential to take a huge burden away from the current health care system,”** (personal communication, 2012).

The potential cost savings, not just to the individual but also to the system, is illustrated in a study of 4 German cohousing developments by Borgloh and Westerhelde from the Centre for European Economic Research (2010). This study compared the costs for **support and care** (not including housing) for elderly people in cohousing with a control group of people living in conventional settings (either independently in their own household, in assisted housing for elderly, or in nursing homes) and established substantial socio-economic cost savings of 36%. Meaning that seniors living in cohousing were spending 36% less on support and care than those living in conventional settings and receiving care.

Senior Cohousing Demand in Sooke

There is already a wealth of interest in the Senior Cohousing model and potential development in Sooke. In total, there are currently:

- 9 committed households
- Two courses on developing a cohousing community in Sooke, which each drew 22-23 participants (each in 2011)
- 104 people signed up for the Harbourside Senior Cohousing information postings
- Over 1,900 subscribers to CanadianSeniorCohousing.com
- Over 138,000 hits on CanadianSeniorCohousing.com in 20 months

Once the Harbourside Senior Cohousing group proves project feasibility and commits to a piece of property, the interest and commitments will increase.

Conclusion

Senior cohousing is a viable and necessary addendum to aging in place. When the cost of housing is combined with the cost of assistance needed to continue in that housing, it renders traditional senior living situations (whether it be independent housing with home care, or an assisted living facility) unaffordable for most seniors. This is a type of housing need that is distinct from affordable housing need and demand driven by younger age groups. Additionally, the current health care system is stretched to the maximum trying to meet the needs of seniors in the community. These challenge increases exponentially with rural communities such as Sooke, as distance and isolation only increases the challenge of aging in place.

Senior cohousing is still a relatively new and unknown concept in Canada. In some European countries (e.g. Sweden and Denmark) senior cohousing is a well-established living option which often receives government subsidies and government assistance in getting new developments up and running. This approach to aging in place has the potential to take a huge burden off the health care system and taxpayer dollars. It also has been shown to increase the quality of life for those living in these co-caring neighbourhoods. Senior cohousing is generally an affordable housing option with increased health benefits, decreased drain on government resources and benefit to the community as often community house activities could be made accessible to other community members.

West Wind Harbour Cohousing

Application for Rezoning - 6603 Sooke Road

Where is the site?

6603 Sooke Road
(located west of Goodmere Road
and Mariners Village).



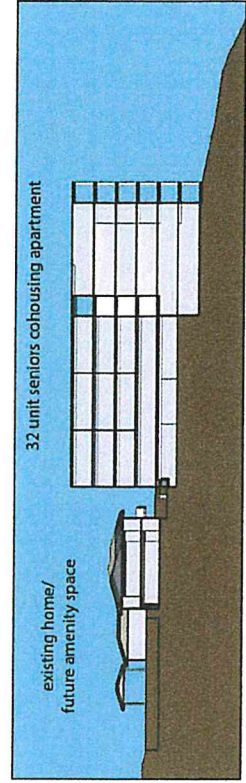
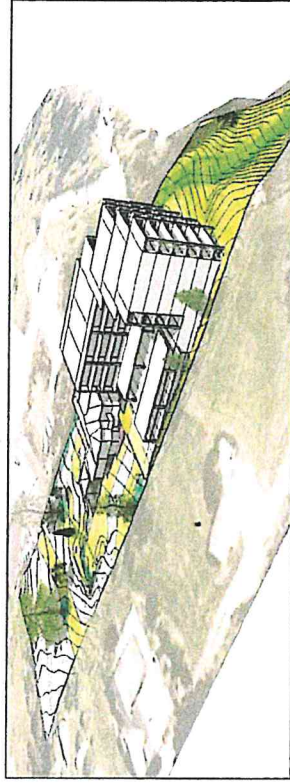
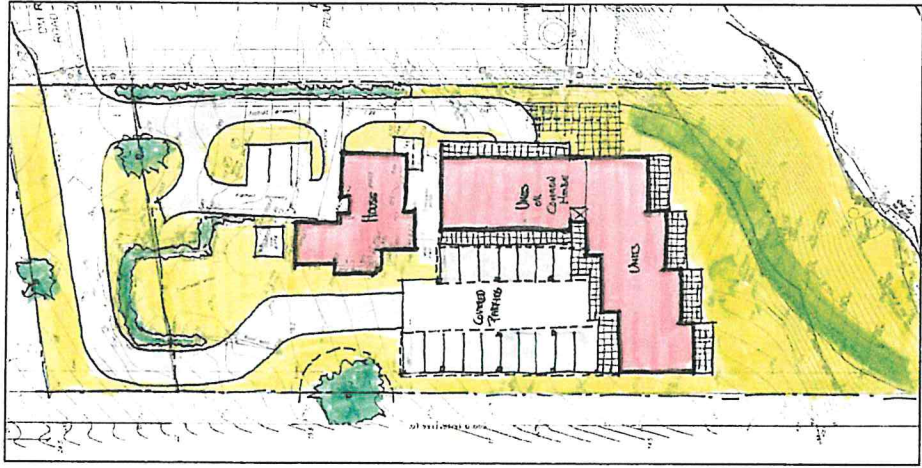
What is currently on the site?

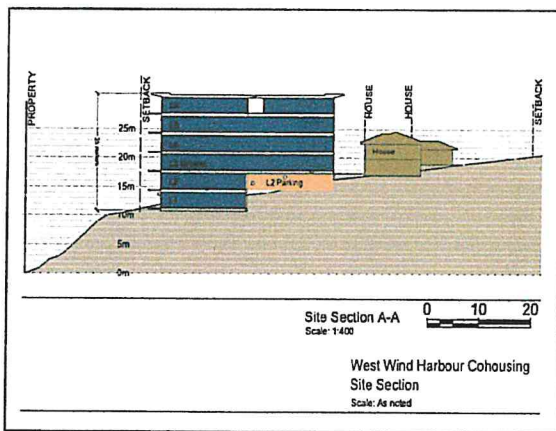
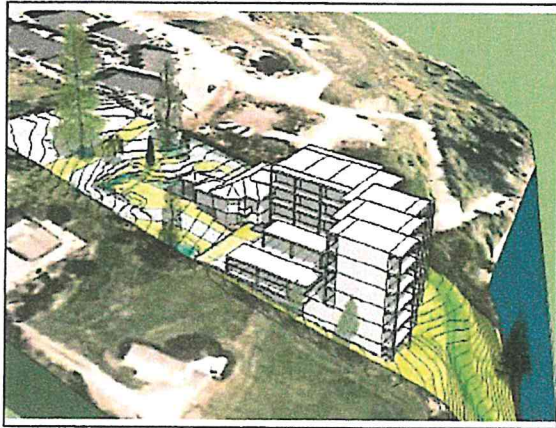
The 0.637 ha property currently has a single family residence (R1 Large Lot Residential zoning). The waterfront also includes foreshore lease with dock for upland owner use (W2 Private Wharf zoning).



What is being proposed?

- 32 unit low-rise (maximum 6 storey) housing development designed to encourage neighbourly interaction, while respecting individual autonomy and privacy, and support residents to remain independent well into their later years
- With renovations, the existing 3,900 ft² two-storey home would be converted to a shared amenity space for use by owners of the future strata development
- In addition, 1,500 ft² for a common kitchen and dining area for residents to share occasional meals is proposed to be included in the new construction





Workshops with the architect and members are moving the design process forward



We welcome your comments and questions!

West Wind Harbour Cohousing

Section 3 - Summary of Technical Reports

1) Conceptual Servicing Report

(McElhanney Consulting Services Ltd., Peter Fergusson, P.Eng.)

McElhanney prepared a Conceptual Servicing Report, dated April 17, 2017 (see Section 3.02). The review of site improvements and servicing in the report is limited to the proposed development of the 32 unit multifamily development for the West Wind Harbour Cohousing parcel south of the future Goodmere Road extension. The report also does include costs for future sanitary, storm and water connections to the northern parcel.

Design criteria followed:

- District of Sooke Subdivision and Development Standards Bylaw No. 404 (2014)
- Capital Regional District (CRD) Water Specifications
- Vancouver Island Health Authority requirements for water supply
- On-site water, storm and sanitary systems will be in accordance with BC Building code for a private strata development

The following findings were made for future servicing of the proposed 32 unit multifamily seniors development:

- The buildings will be sprinklered. Fire demand and domestic demand will be satisfied with the 250mm dia DI watermain installed in the Mariners Village development, which was sized to service lands beyond the proposed development;
- CRD Water was contacted, but will not confirm until a formal application for service is submitted;
- Sanitary system will be via an internal gravity system connecting to the existing 200mm diameter gravity main on the Mariners Village property. The grades from the property will not require pump to the sanitary system. The existing sanitary lift station and related force mains have the capacity to accept proposed development flows with no modifications required.
- Stantec completed a Serviceability Review on December 14, 2016 for flow from 30 proposed units. The current proposal (with Area A Cohousing site and Area B Mixed use) has a total of 50 units (or 47 units, plus commercial ground floor). This flow should be reviewed by Stantec to confirm that there is capacity in the existing system.
- Surface drainage is proposed to discharge to the ocean foreshore, via drainage swales and bioswales, where possible.

West Wind Harbour Cohousing

- The on-site road system will be designed to meet District of Sooke fire department requirements, as well as the BC Building Code. Internal roads will have 6.0m wide asphalt paved surface and will connect to underground and surface parking.
- Goodmere Road extension and Frontage works assumed to include 2- 3.5m driving lanes, curb and gutter, 1.6m to 3m concrete sidewalks and landscaped boulevard with street trees.
- There is existing BC Fortis Gas main, hydro, telephone, cable on Goodmere Road to provide utilities.

2) Traffic Impact Assessment (Watt Consulting Group)

A traffic impact assessment was prepared by Watt Consulting Group, dated April 24, 2017. The report is included in Section 3.03. An analysis of post-development conditions was undertaken in order to provide an understanding of development traffic impacts on the adjacent road network. The proposed development site for Area A: senior cohousing (32 units) and Area B: mixed use multifamily (15 units) with ground floor commercial, was examined. The report concluded that “no capacity mitigation measures are required or recommended due to the development at the intersection of Sooke Road & Church Rd/ Goodmere Rd. In the longer term, MoTI and/or the District of Sooke may consider capacity improvements at this intersection if warranted (e.g. adding a westbound right turn lane).” (pg 11)

3) Geotechnical Memo Letter (Ryzuk Geotechnical, Bruce Dagg P.Eng)

Ryzuk Geotechnical prepared a preliminary geotechnical assessment, dated January 6, 2017. The preliminary assessment indicated that the property would be suitable for the proposed multi-family (cohousing) development. At the time of the preparation of this preliminary assessment letter, the configuration for the proposed development had not yet been determined. Conceptual design plans were completed in April, 2017. Ryzuk Geotechnical will return to the site to complete subsurface investigations, involving drilling, and excavation of test pits to assess soil conditions in the proposed areas for building siting, parking and driveways. An updated geotechnical report will be submitted to the District of Sooke in early May, 2017.

The preliminary findings contained in the memo letter (see Section 3.04), dated January 6, 2017 indicated:

- Based on the preliminary site investigations, Ryzuk does not envision any unique geotechnical difficulties relating to the proposed development.
- Structural fill could be required in some areas, depending on design grades;
- Underlying native silt, clay, gravel and till are all suitable for subgrade support for buildings and roadways.

West Wind Harbour Cohousing

- Development should setback 20 m from Present Natural Boundary to avoid possible unstable areas and slopes.
- Convention spread footing foundations are expected to be feasible to support the proposed buildings. Bearing capacity should be confirmed by inspection during construction, particularly because some soils are moisture sensitive.
- The most practical method of stormwater management will be collection and disposal onto the beach which is the method currently used on the adjacent Mariners Village site.

4) Archaeology Impact Assessment (Stantec Consulting Ltd., Ian Streeter)

Stantec prepared an archaeological impact assessment report, dated March 29, 2017. Field work conducted in March 2017, identified a new archeological site DcRw-60, I.

The remainder of the property is considered to have a low potential for archeological sites and no further archaeological investigation work is recommended.



West Wind Harbour Cohousing

5) Archaeology Branch Section 12 Alteration Application (Stantec)

The Heritage Conservation Act (HCA) Section 12 alteration permits may be sought for proposed alteration or removal of a heritage find (midden site). As this midden is small, the archaeology consultants do not foresee problems with proposed removal of the midden. A Section 12 application was submitted on April 6, 2017. It takes 6-8 weeks to acquire a permit and an estimated 1 day of field work to complete the remove in 1m sections. A Section 12 permit is expected sometime between the week of May 15 to May 29, 2017 (6-8 weeks from date of submission). The Section 12 permit application for removal is attached in Section 3.06.

6) Arborist Report (Talbot Mackenzie & Associates, Consulting Arborists)

An arborist report, dated March 9, 2017, was prepared for the property. The arborist examined five trees to determine the suitability of the trees retention within the proposed redevelopment context. The Sitka spruce located in the area of future Goodmere Road widening has been topped and it is the arborist opinion that the tree should not be retained. A western red cedar along the western property line is deemed healthy and precautions are recommended around the rooting area and base of trunk. This tree is in proximity to the proposed future driveway to the surface parking area. The Douglas fir near the edge of the waterfront is leaning toward the Mariners Village side. The fir is growing in saturated soils and is vulnerable to failure if the bank continues to erode beneath the root plate. This tree is recommended to be monitored during high wind conditions and periodically in future years for increase in level of erosion and trunk lean. The complete arborist report is included in Section 3.07.

POLICY CONTEXT – 6603 SOOKE ROAD

OFFICIAL COMMUNITY PLAN, 2010

The OCP designates the property as *Town Centre* (TC) and it falls within the *Community Growth Area* (CGA). The goals of this designation are to ensure the highest density residential development will occur in this area of Sooke, while being the primary hub of the community. The following are relevant sections of the OCP that support this rezoning application:

PART I – VISION

Relevant Objectives and Policies

3.2.1 Sooke’s Thriveability

- (d) Allowing people to “age in place”;
- (e) Providing opportunities for social support networks;
- i) Promoting, creating and supporting affordable housing for a variety of ages and financial capacities;

4.2.1 and 4.2.2 Sustainable Land Use Policy

- Create a range of housing opportunities and choices;
- Create walkable neighbourhoods;
- g) Promote a variety of housing including townhouses, rowhouses, apartments, multi family developments, co-operative housing, co-housing, co-strata structures, secondary and basement suites, small starter homes and duplexes;

3.2.3 Environmental Stewardship

- (b) Protecting the natural environment through efficient use of land, energy, water and other resources;
- (k) Encouraging mixed land uses and growth in existing developed areas;
- (l) Building compact neighbourhoods;
- (m) Encouraging green technologies;
- (n) Preserving, enhancing, rehabilitating and/or restoring existing landscape, including trees.

3.2.4 Economic Diversification

- (c) Encouraging revitalization and redevelopment of the Town Centre;
- (d) Improving the community’s overall visual appearance;
- (g) Working with government agencies towards improvements in the community existing and proposed infrastructure (e.g. roads, water, and sewer) that would help support economic diversification.

3.2.9 Preserving Sooke’s Character

- (d) Encouraging view corridors to Sooke’s natural features, including the harbour and waterfront areas;

4.2 SUSTAINABLE LAND USE POLICY

4.2.1 Goals

- Create a range of housing opportunities and choices;
- Create walkable neighbourhoods;

- Encourage community and stakeholder collaboration;
- Design and create Sooke as a compact community while retaining its rural nature;
- Make fair, cost effective, consistent development decisions;

4.2.2 Objectives

- (b) Enhance the pedestrian environment through maintenance and improvement of sidewalk infrastructure, as well as trails and connections throughout Sooke;
- (c) Enhance existing neighbourhoods and promote pedestrian-oriented subdivisions;
- (d) Protect the natural environment, including aquatic ecosystems, environmentally sensitive areas and rare species;
- (g) Promote a variety of housing including townhouses, row houses, apartments, multi-family developments, co-operative housing, co-housing, co-strata structures, secondary and basement suites, small starter homes and duplexes;

4.6 HEALTH AND QUALITY OF LIFE

4.6.2 Objectives

- (c) Promote a healthy corresponding built environment (housing, roads, pathways) in order to increase the opportunities for local residents and visitors to make healthy lifestyle choices;
- (d) Create safe, walkable neighbourhoods;
- (h) Reduce Sooke’s travel dependence on the automobile;

4.7 HOUSING

4.7.3 Policies

- (b) Require that a minimum of 10% of all new multi-family and condominium units are affordable residential housing and implemented through housing agreements, phased development agreements or through the use of density bonusing;
- (j) Support incentives for affordable housing throughout the community;
- (m) Encourage multi-family residential development in the Town Centre;

4.10 ENVIRONMENT

4.10.3 Policies

- (k) Preserve the environment and viewsapes 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;
- (m) Improve existing and provide new additional public access to waterfront through development triggers such as subdivisions, rezoning’s, development permits, and utility easements;

4.12 PARKS AND TRAILS

4.12.3 Policies

- (a) For all new waterfront developments, negotiate with landowners to purchase or secure right-of-way to expand the existing waterfront boardwalk into a contiguous waterfront walkway between the Town Centre, Government Wharf

and Wright Road. In areas of existing development where a trail location is desirable, the District of Sooke shall negotiate with the landowner and appropriate Provincial Ministry to acquire public access through foreshore areas;

- (k) Consider accessibility and include accessible amenities where terrain and natural eco-systems permit;
- (p) Connect sidewalks to trails and strive for an uninterrupted and integrated pedestrian mobility system;

PART III - LAND USE DESIGNATIONS	Relevant Policies and Objectives (Town Centre)
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Section 5.4.1 Goals

- Ensure a mix of uses including high density residential;
- Ensure future and existing residential development minimizes the impact on municipal infrastructure;
- Require all new or renovated development to include rainwater management techniques;

Section 5.4.2 Objectives

- (a) To implement the vision and recommendations in the Town Centre plan;
- (d) To consider the location and height of development adjacent to the waterfront so as to maintain public harbour views;
- (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;
 - (b) Allow for varying densities and heights of buildings and encourage 'stepping' or 'tiering' of buildings down the slope to the water's edge and using green roofs and natural building materials to limit the visual impact of the development;
 - (e) Residential development in the Town Centre will take the form of townhouses, row houses, and condominiums in the general locations espoused by the Town Centre Plan;
 - (i) 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;
 - q) Establish a "West Coast" theme for the Town Centre that promotes Sooke's natural beauty, cultural and maritime history through the promotion of architectural form and character;
-

THE TOWN CENTRE PLAN, 2009

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

Primary Goals:

To establish a Sooke Town Centre that will:

1. Be a well-defined, compact, mixed use 'village core'
2. Provide a strong 'heart' for the community
3. Reflect Sooke's distinct cultural heritage
4. Reinforce its unique geographic location and spectacular natural setting

TOWN CENTRE PLAN

Relevant Policies and Objectives (Town Centre)

Land Use – Housing Goals (pg.11)

1. Create a population base that supports a range of businesses and cultural activities in the town centre.
2. Ensure that residential development reflects small town character of Sooke.
3. Encourage a diverse population and a range of housing types and tenure.
4. Develop housing that minimizes the impact on the environment

Land Use – Housing Objectives (pg. 12)

1. Accommodate net growth of 1400 people in the Town Centre by 2050.
2. Focus apartment and townhouse development in the town centre.
3. Review the Sooke Affordable Housing & Social Housing Policy 2007 and develop an action plan.
10. Support the recommendations of the Sustainable Development Strategy 2008 to create policies that ensure innovations in green buildings, increase the viability for developers to adopt green building practices and educate the public and those involved in the building sector about green opportunities in Sooke.

Apartment (pg. 13)

2. Height should be primarily four 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.



**DISTRICT OF SOOKE
ZONING AMENDMENT
BYLAW No. 678**

A bylaw to amend Bylaw No. 600, *Sooke Zoning Bylaw, 2013* for the purpose of amending the zoning on the property known as 6603 Sooke Road from *Large Lot Residential Zone (R1)* to *High Density Multi Family 4 (RM4)*.

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

1. This bylaw is cited as *Zoning Amendment Bylaw (600-41)*.
2. That parcel of land legally described as *Parcel A (DD 1044061) of Lot 1, Section 10, Sooke District, Plan 1057, Except Part in Plan 16379*, as shown boldly outlined and shaded on Schedule A, which is affixed to and forms part of this bylaw, is hereby rezoned from *Large Lot Residential Zone (R1)* to *High Density Multi Family 4 (RM4)*
4. Bylaw No. 600, *Sooke Zoning Bylaw, 2013*, as amended, and **Schedule A** attached thereto, are amended accordingly.

Read a FIRST time the 10th day of July, 2017.

Read a SECOND time the 10th day of July, 2017.

PUBLIC HEARING held the ____ day of _____, 2017.

Read a THIRD time the ____ day of _____, 2017.

APPROVED by the Ministry of Transportation and Infrastructure the ____ day of _____, 2017.

ADOPTED on the ____ day of _____, 2017.

Maja Tait
Mayor

Carolyn Mushata
Corporate Officer

FOR INFORMATION ONLY: Section 219 Covenant(s) registered the ____ day of _____, 2017 in the Victoria Land Titles Office under number CA_____.

TERMS OF INSTRUMENT – PART 2

SECTION 219 COVENANT

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

BETWEEN:

**Harry Kaare Hammer
Sissel Villanger Hammer**

6603 Felton Lane
Sooke, BC V9Z 0A7

(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:

Parcel A (DD 1044061) of Lot 1, Section 10, Sooke District, Plan 1057, Except Part in Plan 16379

(PID 008-078-084)

(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 incur, 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

TERMS OF INSTRUMENT – PART 2

SECTION 219 COVENANT

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

BETWEEN:

Harry Kaare Hammer
Sissel Villanger Hammer
6603 Felton Lane
Sooke, BC V9Z 0A7

(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:

Parcel A (DD 1044061) of Lot 1, Section 10, Sooke District, Plan 1057, Except Part in Plan 16379

(PID 008-078-084)

(the "Land");
- B. The Owner proposes to develop the Land for a residential use;
- C. The Owner has requested the Municipality to adopt Bylaw No. 678, *Zoning Amendment Bylaw (600-41)* (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) Development of the Land, including by construction or placement of any building or structure on the Land is prohibited with exception of improvements to existing structures;
 - (d) No building permit may be applied for, and the Municipality is not obliged to issue any building permit, in respect of the Land with exception of improvements to existing structures; and
 - (e) 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, development, 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. Dedication and construction of land for a 15-metre road right-of-way, as per the attached plan in Schedule "B" for the extension of Goodmere Road.
2. Subdivide and transfer ownership of a waterfront strip of land along the entire length of 6603 Sooke Road from east to west and measuring 3 metres wide upland from the Present Natural Boundary to the District of Sooke for securing provision of public access for a future boardwalk in front of this property

SCHEDULE "B"



END OF DOCUMENT