

ZONING BYLAW 2018, AMENDMENT BYLAW (NO. 21) - PARKING MODERNIZATION

A BYLAW OF THE CITY OF VICTORIA

The purpose of this Bylaw is to amend Zoning Bylaw 2018 by modernizing the off-street parking regulations.

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Under its statutory powers, including Part 14 of the *Local Government Act*, the Council of the Corporation of the City of Victoria in an open meeting assembled enacts the following provisions:

Title

- 1 This Bylaw may be cited as the “Zoning Bylaw 2018, Amendment Bylaw (No. 21)”.

Amendments

- 2 The Zoning Bylaw 2018 (No. 18-072) is amended in Part 2.1 as follows:
 - (a) immediately after the definition of “Below-market Homeownership Unit”, the following new definition is inserted:

“BC Transit EcoPASS Fund means a BC Transit transportation demand management program that provides EcoPASS transit fares to occupants of residential, commercial and mixed-use developments that are valid for use throughout the Victoria Regional Transit System, and which requires that a developer enter into a legally binding agreement with BC Transit to address, at minimum, the following:

 - a. the contribution of money to the EcoPASS fund;
 - b. the ongoing advertisement and promotion of the EcoPASS program;
 - c. the availability of the EcoPASS transit fares to occupants of each residential unit or employees of each commercial unit (as applicable) in the **Building**, until such time as the money in the EcoPASS fund attributable to the development has been fully utilized; and
 - d. no amendment, termination nor assignment without the prior written consent of the **Director**.

- (b) immediately after the definition of “Building”, the following new definitions are inserted:

“**Car Share Vehicle** means a four-wheeled automobile, van or pick-up truck that is managed by a **Car Share Organization**, and used exclusively for the **Car Share Organization’s** car-sharing service.

Car Share Organization means an entity registered in British Columbia whose principal objective is to provide its members, for a fee, with a car-sharing service by which such members have self-serve access to a fleet of at least ten shared vehicles in Victoria that they may reserve for use on an hourly or other basis, but does not include rental vehicle organizations.”;

- (c) the definitions of “Energized Electric Vehicle Outlet” and “Electric Vehicle Energy Management System” are repealed and replaced with the following definitions:

“**Electric Vehicle Charging Station** means a battery charging station that must provide, at a minimum, a Level 2 electric charging level (as defined by the Society of Automotive Engineers (SAE) International’s J1772 standard), for the purpose of transferring electric energy to a battery or other energy storage device in an electric vehicle.

Electric Vehicle Energy Management System means a system consisting of monitors, communications equipment, controllers, timers, and other applicable devices used to control electric vehicle supply equipment loads through the process of connecting, disconnecting, increasing, or reducing electric power to the loads.

Energized Electric Vehicle Outlet means a connected point in an electrical wiring installation at which current is taken and a source of voltage is connected to supply utilization equipment for the specific purpose of charging an electric vehicle.”

- (d) immediately after the definition of “Lot Width”, the following new definition is inserted:

“**Mobility Element** means each component required to be provided in relation to particular land, **Building** or other structure for each use present on the land in order to achieve compliance with Part 5 of this bylaw, and for example includes, without limitation, each:

- a. vehicle parking space,
- b. **Accessible Parking Space**,
- c. **Van Accessible Parking Space**,
- d. **Bicycle Parking, Long Term** space,
- e. **Bicycle Parking, Short-Term** space,
- f. **Car Share Vehicle**,
- g. Membership to a **Two-Way Car Share Service**,
- h. **Car Share Vehicle** parking space,

- i. unit of contribution to the **BC Transit EcoPass Fund**,
- j. **Energized Electric Vehicle Outlet**
- k. **Electric Vehicle Charging Station**, and
- l. each end-of-trip facility.”

- (e) immediately after the definition of “Transit Priority Network”, the following new definition is inserted:

“**Two-Way Car Share Service** means a **Car Share Organization** that has fixed or dedicated parking spaces, and its members are required to begin and end each rental period at the same parking space.”;

- 3 The Zoning Bylaw 2018 is further amended in Part 3 as follows:

- (a) Repealing section 5 and replacing it with the following:

“No person shall use land or a **Building** or structure, or allow or permit another person to do so except in accordance with the requirements of this bylaw in respect of the provision of motor vehicle and bicycle parking spaces, the provision of transportation demand management measures, the provision of cash-in-lieu, the provision of **Loading Spaces**, or the provision of screening or landscaping.”

- (b) repealing Section 8 and replacing it with the following:

“A person found guilty of an offence under this bylaw is subject to a fine of not less than \$100 and not more than \$50,000.00 for every instance that an offence occurs or each day it continues.”

- (c) repealing Section 10 and replacing it with the following:

“(a) A person commits an offence and is subject to the penalties imposed by the Ticket Bylaw, the Bylaw Notice Adjudication Bylaw, and the *Offence Act* if that person:

- i) contravenes a provision of this bylaw;
- ii) consents to, allows, or permits an act or thing to be done contrary to this bylaw;
- iii) neglects or refrains from doing anything required by a provision of this bylaw; or
- iv) alters, falsifies, or otherwise misrepresents any information required to be provided pursuant to this bylaw.

(b) Each day that a contravention of a provision of this bylaw continues is a separate offence.

(c) A person found guilty of an offence under this bylaw is subject to a fine of not less than \$100.00 and not more than \$50,000.00 for every instance that an offence occurs or each day that it continues.”

4 The Zoning Bylaw 2018 is further amended in Part 5 as follows:

- (a) repealing Part 5 in its entirety and replacing it with the provisions contained in Schedule 1 of this Bylaw;

5 The Zoning Bylaw 2018 is further amended in Part 6 as follows:

- (a) immediately after “Schedule F – Transit Priority Network”, adding “Schedule G – Parking Reduction and TDM Areas” contained in Schedule 2 of this Bylaw, and “Schedule H – Legal Agreements” contained in Schedule 3 of this Bylaw.

6 The Zoning Bylaw 2018 is further amended in the Table of Contents to reflect the changes contained in this Bylaw.

Transition Provisions

7 A Permit, board of variance order and any other agreement authorized by the *Local Government Act* that varies or supplements a requirement in Part 5 of Zoning Bylaw 2018 as it existed the day before the commencement of this bylaw (the “**Old Parking Regulations**”), which is issued within two years before the commencement of this bylaw, continues to apply as if varying or supplementing the Part 5 forming part of this bylaw (the “**New Mobility Regulations**”) with the necessary changes and so far as applicable.

8 A development permit issued within two years before the commencement of this bylaw continues to apply, with the necessary changes and so far as applicable, as if it was issued in respect of the New Mobility Regulations. Without limiting the generality of the foregoing, a building permit or business license that is consistent with such development permit may be issued as if it complied with the New Mobility Regulations, provided that a complete application and associated fees for same are received by the City within two years of the commencement of this bylaw.

9 If prior to the commencement of this bylaw, Council or the Director has authorized the issuance of a Permit under the Old Parking Regulations, but the Permit had not been issued prior to the commencement of this bylaw, then either

- (a) the Permit may be issued with all the necessary changes and as applicable, as if it had been authorized after the commencement of this bylaw, provided that:
 - a. all terms and conditions of the Council or Director authorization are met; and
 - b. it is issued within two years of the date of the Council or Director authorization;

- (b) if the owner agrees in writing that the New Mobility Regulations apply to the development, then the Permit may be issued as if the New Mobility Regulations apply to that development as if they were in force at the time that the application was made and the Permit authorized, provided that
 - a. all terms and conditions of the Council or Director authorization are met, except those requiring the owner to register a legal agreement addressing transportation demand management measures in relation to the development
- 10 If prior to the commencement of this bylaw, Council has moved an application for a Permit forward for consideration of approval at a future Council meeting and such meeting is not held prior to the commencement of this bylaw, the Council motion is deemed to be amended to reflect the requirements of the New Mobility Regulations and the Director is authorized to bring forward an amended motion for Council's consideration at the Council meeting considering approval, provided that:
 - (a) the Council meeting considering approval takes place no later than one year after the commencement date of this bylaw;
 - (b) there are no significant alterations or differences in the development from that considered by Council at the time of the motion to advance it to the Council meeting considering approval other than those required to meet the New Mobility Regulations; and
 - (c) subject to (d), all terms and conditions of the Council or Director authorization are met;
 - (d) if the development provides parking, or a combination of parking, transportation demand measures and cash in lieu that satisfies the New Mobility Regulations without variance, then the owner is relieved from an obligation imposed by any Council resolution to register a legal agreement addressing transportation demand management measures in relation to the development; and
 - (e) other than the exception at (d) the intent of the Council motion remains unchanged.
- 11 If a complete building permit application and applicable fee pursuant the Building and Plumbing Regulation Bylaw has been received by the City prior to the commencement date of this bylaw, and if a building permit is issued in relation to that application within 12 months of the commencement date of this bylaw, then subject to section 13, the Old Parking Regulations apply to the development that is the subject of the building permit application unless the owner agrees in writing that the New Mobility Regulations have effect with respect to the development.
- 12 For certainty, nothing in sections 7-11 is intended to modify or extend the validity of any Permit beyond the time that it would lapse or expire but for those sections.

13 Sections 7 through 12 are repealed on the day after the date that is two years after the commencement date of this bylaw.

Commencement

14 This Bylaw comes into force 6 months after the date of adoption.

READ A FIRST TIME the **9th** day of **July** 2026

AMENDED the **9th** day of **July** 2026

READ A SECOND TIME the day of 2026

Public hearing held on the day of 2026

READ A THIRD TIME the day of 2026

ADOPTED on the day of 2026

CITY CLERK

MAYOR

5.1 Off-Street Parking Regulations

1. Parking Requirements

1.1 Application of Requirements

- a) Where there is a percentage or decimal calculation in Part 5, if the product of the calculation results in any decimal value equal to or over 0.50, it shall be rounded up to the nearest integer, and all lower values are rounded down to the nearest integer. For clarity, this section 1.1.a) does not apply to the thresholds indicated by the phrase “or part thereof”, wherever such thresholds appear in Part 5.
- b) Where a **Building** contains more than one use;
 - i) the total number of parking spaces required shall be the sum of the number of parking spaces required for each use, or type of use, calculated separately; and
 - ii) common space shared between different uses (including, but not limited to, hallways, lobbies, washrooms and staircases) is excluded from **Floor Area** calculations, for the purpose of Part 5.
- c) If a use is not specifically listed in Table 1 of this Part, the number of parking spaces required shall be calculated on the basis of a use or class of use that is most similar to the actual use, based on parking demand characteristics.
- d) For the purpose of calculating requirements for the purpose of Part 5, in addition to all internal **Floor Area**, all outside seating and serving areas located on a lot and associated with a **Brew Pub (beer, spirits, wine)**, **Drinking Establishment** or a **Food and Beverage Service** use shall be counted as **Floor Area**.
- e) Where a change of use is occurring within a **Building**, Part 5 does not require any additional **Mobility Elements** where:
 - i) the proposed new use is permitted under the existing site zoning; and
 - ii) no additional **Floor Area** is being created.
- f) If additions are proposed to a **Building** existing on the date of adoption of this bylaw, the requirements of Part 5 apply but with respect to the **Building** addition only.
- g) If the boundary of an area shown on Schedule E or on Schedule G bisects a **Lot**, then for the purposes of section 1 of this Part 5:
 - i) the **Lot** is deemed to be wholly within that area where section 1 of Part 5 requires the owner or occupier to provide the lowest total number of off-street vehicle parking spaces for the uses present on the **Lot** or in the **Building** or other structure; and

- ii) the calculation under subsection 1.1(g)(i) must be made without factoring in any reduction available under subsection 1.2(b)(vii) or subsection 1.2(b)(viii).
- h) If the boundary of an area shown on Schedule E or Schedule G bisects a **Lot**, then for the purposes of section 7 of this Part 5:
 - i) the **Lot** is deemed to be wholly within that area where section 7 requires the owner or occupier to provide the highest total value of Transportation Demand Management measures for the uses present on the **Lot** or in the **Building** or other structure; and
 - ii) the calculation under subsection 1.1(h)(i) must be made without factoring in any reduction available under subsection 7(b)(iv) and must be calculated using the value of each Transportation Demand Management measure as set out in Tables 9 and 10.
- i) The owner or occupier of any land or any **Building** or other structure, for each use present on the land or in the **Building** or other structure must provide each **Mobility Element** recorded on the approved set of plans attached to or referenced in the development permit for that land, **Building** or structure.
- j) Each failure to provide a **Mobility Element** recorded on the approved set of plans attached to or referenced in the development permit for that land, **Building** or structure is a separate contravention of this Bylaw.

1.2 Motor Vehicle Parking Requirements

- a) The owner or occupier of any land or of any **Building** or other structure for each use present on the land or in the **Building** or other structure, must provide off-street vehicle parking spaces in accordance with Table 1.
- b) Notwithstanding Section 1.2.a), the requirements set out in Column B of Table 1:
 - i) do not apply to any **Lot** located within the Downtown Core Area, as shown in Schedule G;
 - ii) do not apply to any **Residential** use on a **Lot** located within a **Transit Oriented Area** as shown in Schedule E;
 - iii) are reduced by 50% on any **Lot** that is located within a Major Mobility Hub, as shown in Schedule G;
 - iv) are reduced by 30% on any **Lot** that is located within the Transit Priority Area, as shown in Schedule G;
 - v) do not apply to **Affordable Housing Development**;
 - vi) do not apply to a **Lot**, where there is no more than one **Building** comprising of between 3 and 6 **Dwelling Units**;

- vii) can be reduced by providing Transportation Demand Management (“**TDM**”) measures in accordance with Table 2;
 - viii) can be reduced by providing Cash-in-Lieu of Motor Vehicle Parking in accordance with Table 3.
- c) Notwithstanding Section 1.2.a), the requirements set out in Column C of Table 1:
- i) do not apply to a **Lot**, where there is no more than one **Building** comprising of between 3 and 6 **Dwelling Units**.
- d) Notwithstanding section 1.2.b),vi) and section 6.1.a), where vehicle parking is provided on a **Lot**, where there is no more than one **Building** comprising of between 3 and 6 **Dwelling Units**, then the first vehicle parking space on the **Lot** must meet the minimum **Van Accessible Parking Space** dimensions as shown in Figure 3.

Table 1: Minimum Number of Required Vehicle Parking Spaces

Column A	Column B		Column C
Use or Class of Use	Minimum Parking Spaces		Minimum Visitor Parking Spaces
<u>Residential</u>			
Residential , except as identified below	0.85 space per Dwelling Unit that is less than 45m ²	1 space per Dwelling Unit that is equal to or greater than 45m ²	0.1 space per Dwelling Unit
Residential secured as rental in perpetuity through a legal agreement or through Residential Rental Tenure zoning	0.75 space per Dwelling Unit that is less than 45m ²	0.9 space per Dwelling Unit that is equal to or greater than 45m ²	0.1 space per Dwelling Unit
Secondary Suite, Garden Suite or a Building constructed as a single-detached dwelling or duplex that has been converted to a multiple dwelling, Assisted Living Facility or a Child Care Facility	n/a		n/a
Assisted Living Facility not originally constructed as a single-detached dwelling or duplex, Care Facility or transitional housing and emergency shelters	1 space per 80m ² Floor Area		n/a

Use or Class of Use	Minimum Parking Spaces	Minimum Visitor Parking Spaces
<u>Commercial</u>		
Drinking Establishment	1 space per 70m ² Floor Area	
Financial Service	1 space per 40m ² Floor Area	
Food and Beverage Service	1 space per 40m ² Floor Area	
Hotel	0.50 spaces per Guest Bedroom	
Bed & Breakfast	0.50 spaces per Guest Bedroom	
Office	1 space per 55m ² Floor Area	
Personal Service	1 space per 40m ² Floor Area	
Retail Trade	1 space per 50m ² Floor Area	
<u>Institutional</u>		
Art and Cultural Facility	1 space per 80m ² Floor Area	
Assembly	1 space per 20m ² Floor Area	
Civic Facility	1 space per 80m ² Floor Area	
Child Care Facility	1 space per 80m ² Floor Area	
Place of Worship	1 space per 80m ² Floor Area	
Elementary/Middle School	1 space per 150m ² Floor Area	
Secondary School	1 space per 75m ² Floor Area	
University College	1 space per 80m ² Floor Area	
<u>Industrial</u>		
Warehouse	1 space per 100m ² Floor Area	
All other industrial uses	1 space per 140m ² Floor Area	

Table 2: Optional Transportation Demand Management (TDM) Measures

TDM Measure	Reduction in required parking spaces
Residential	
Transit TDM \$1,500 per Dwelling Unit contributed to the BC Transit EcoPASS Fund, which contribution is made available to all residents of the Building for the purpose of subsidizing travel by public transit	20%
Car Share (Memberships Only) TDM One membership per Dwelling Unit located on the Lot to a Two-Way Car Share Service, for the life of the Building	10%
Car Share TDM a. One membership to a Two-Way Car Share Service per Dwelling Unit located on the Lot, for the life of the Building, b. One Car Share Vehicle for a Two-Way Car Share Service for each group of 150 Dwelling Units located on a Lot or part thereof c. For each Car Share Vehicle provided, one dedicated car share parking space, meeting the criteria of section 3.d), shall be provided on the Lot and that space shall be in excess of the minimum required vehicle parking spaces	25%
Bicycle Parking TDM An additional 20% Bicycle Parking, Long-Term spaces provided in excess of the minimum required number of Bicycle Parking, Long-Term spaces identified in Table 5	10%
Commercial (applies to Office and Retail Trade only)	
Transit TDM Where the Floor Area exceeds 199m², \$2,000 contributed to the BC Transit EcoPASS Fund, per 100m² of Floor Area or part thereof which contribution is made available to employees who work in the Building for the purpose of subsidizing travel by public transit	20%
Car Share TDM a. Dedicated car share parking spaces according to the following scale: i. Where the Floor Area is less than 2,000m², one dedicated car share parking space provided on the Lot ii. Where the Floor Area is between 2,000m² and 3,999m², two dedicated car share parking spaces provided on the Lot iii. Where the Floor Area exceeds 3,999m², three dedicated car share parking spaces provided on the Lot b. Each dedicated car share parking space shall meet the criteria of section 3.d) and shall be in excess of the minimum required vehicle parking spaces	10%
Bicycle Parking TDM An additional 20% Bicycle Parking, Long-Term spaces provided in excess of the minimum required number of Bicycle Parking, Long-Term spaces identified in Table 5	10%

Table 3: Cash-in-Lieu of Motor Vehicle Parking

Use or Class of Use	Cash-in-Lieu Amount (per vehicle parking space)
Residential Dwelling Unit secured as rental in perpetuity through a legal agreement or through Residential Rental Tenure zoning	\$8,750
Residential on a Lot comprising of 12 or fewer Dwelling Units	\$8,750
All other Residential	\$17,500
All other uses	\$35,000

2. Vehicle Parking Appearance

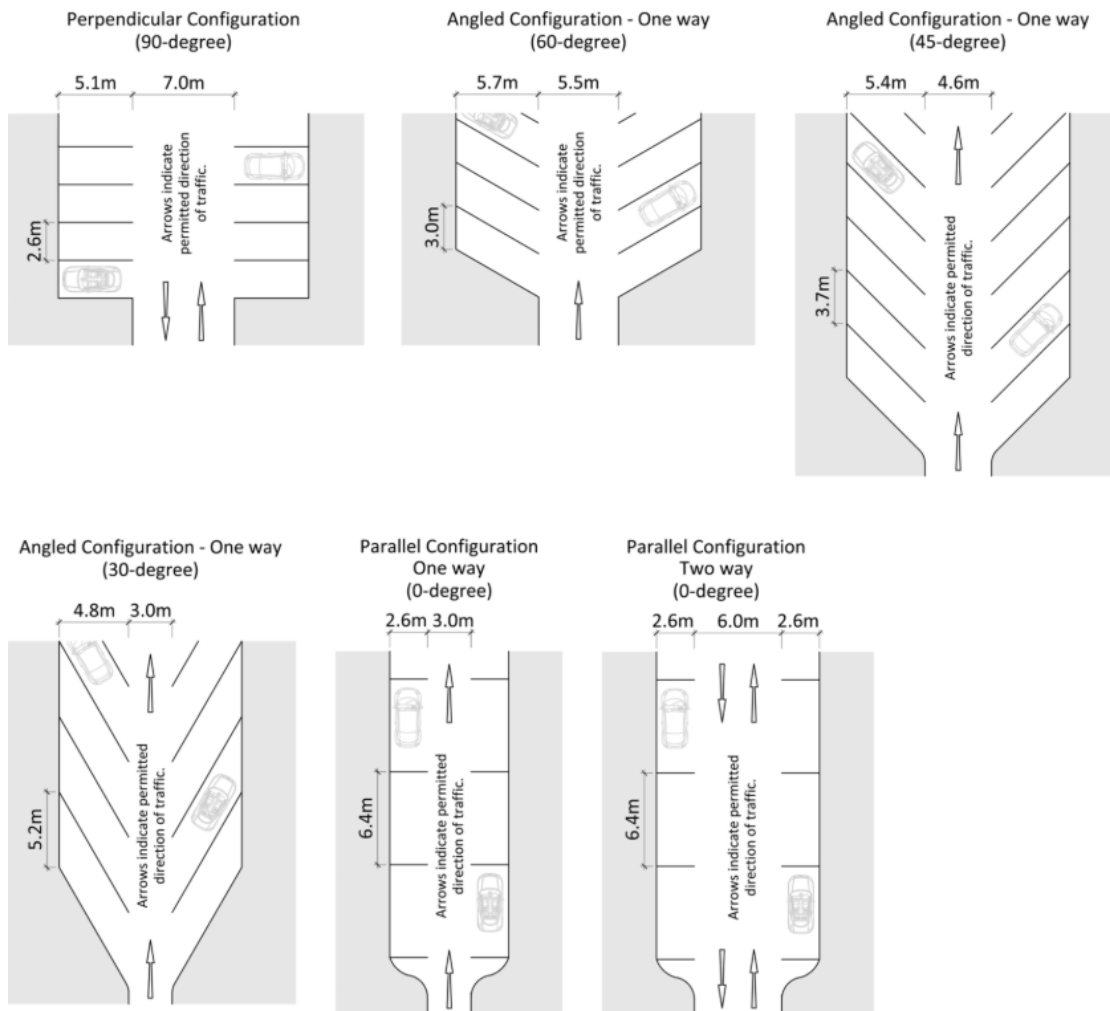
- a) Each vehicle parking space must be clearly delineated on the parking surface.
- b) All vehicle parking spaces must be surfaced with asphalt, concrete, pavers, or permeable material that provides a durable, slip-resistant and accessible surface.
- c) Where thirty (30) or more vehicle parking spaces are provided on a **Lot** as surface parking, a minimum of 10% of the **Parking Area** must be soft landscaped (soft landscaping could include grass, shrubs or trees).
- d) Vehicle **Parking Area** consisting of five (5) or more parking spaces must be illuminated with shield lighting that is directed toward the ground and designed so that the light does not directly fall on an adjacent **Lot** or Street.
- e) Each visitor vehicle parking space required under this Bylaw must be clearly identified for the sole use of visitors.

3. Vehicle Parking Location and Dimensions

- a) All vehicle parking spaces required under this bylaw must be provided on the same **Lot** as the **Building** or use which they serve.
- b) A vehicle parking space must have **Unobstructed Access**.
- c) All vehicle parking spaces and **Drive Aisles** must have dimensions not less than those identified in Figure 1 of this Part.
- d) Notwithstanding section 3.c), a dedicated car share parking space shall meet the following criteria:
 - i) have a minimum length of 2.9m and a minimum width of 5.5m;
 - ii) be clearly identified for the sole use of **Car Share Vehicles**;
 - iii) have an **Electric Vehicle Charging Station** when the space is required due to a Residential use or an **Energized Electric Vehicle Outlet** when the space is required due to a commercial use; and

- iv) be secured on the terms provided in Schedule H – Car Share Parking Space Statutory Right of Way.

Figure 1: Minimum Parking Space and **Drive Aisle** Dimensions (all measurements in metres)

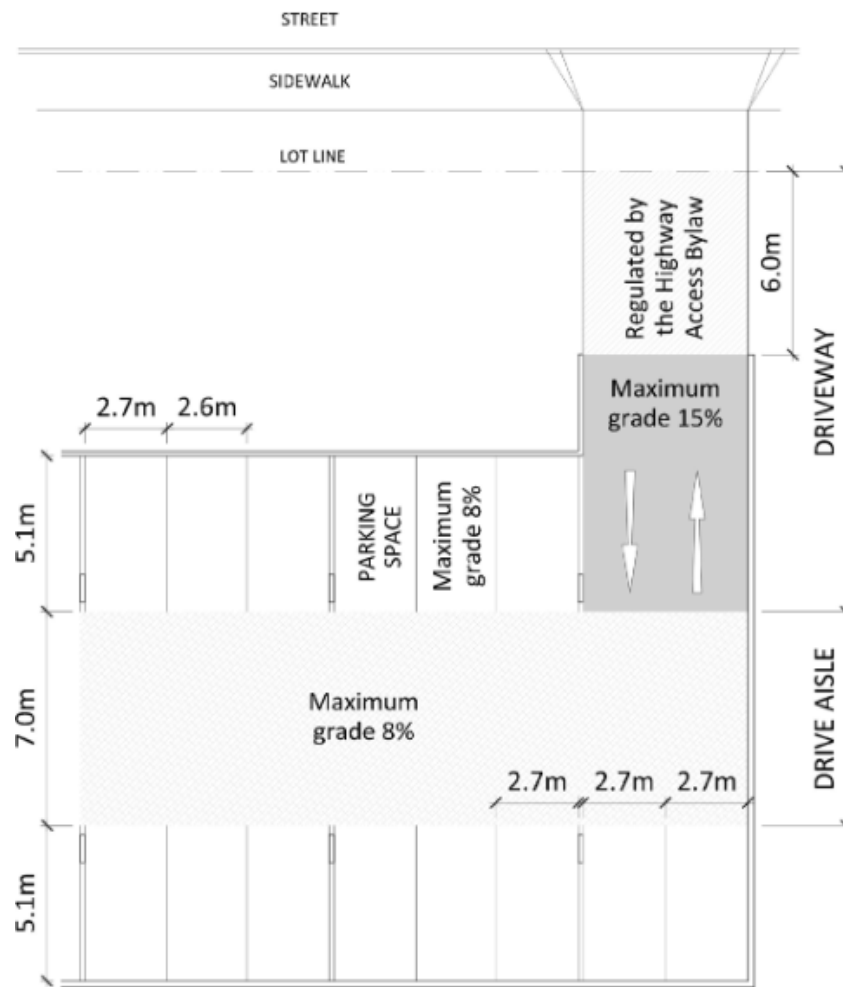


- e) One way access and egress through the **Parking Area** is required where:
- i) more than one vehicle parking space is provided in the **Parking Area**; and
 - ii) the vehicle parking spaces are not configured parallel or perpendicular to the **Drive Aisle**.
- f) A vehicle parking space or **Driveway** that abuts a structure on one side, such as a wall or column, must have a minimum width of 2.7m.
- g) A vehicle parking space or **Driveway** that abuts a structure on both sides, such as a wall or column, must have a minimum width of 3.0m.
- h) Where a vehicle parking space or **Drive Aisle** is located underground or covered by a roof, a minimum unobstructed height clearance of 2.1m must be

provided between the floor and any mechanical equipment, or, if there is no mechanical equipment, between the floor and the ceiling.

- i) Vehicle parking is not permitted in the **Front Yard** of a **Lot** except as follows:
 - i) Parking may be provided in the **Front Yard** of a **Lot** where:
 - a. the principal use of the **Lot** is **Light Industrial**, **Heavy Industrial** or **Marine Industrial**;
 - b. such parking is required to serve that use; and
 - c. the number of parking spaces in the **Front Yard** does not exceed the total amount of parking spaces required by this Bylaw.
 - ii) A maximum of one parking space that meets the minimum dimensions described in this Part may be provided in the **Front Yard** of a property where the principal use of the **Lot** is single detached dwelling;
 - iii) A maximum of two parking spaces that meet the minimum dimensions described in this Part may be provided in the **Front Yard** of a property where the principal use of the **Lot** is **Residential** and has six or fewer **Dwelling Units** located within one **Building**; or
 - iv) A maximum of one parking space that meets the minimum dimensions described in this Part may be provided in the **Front Yard** of a property where an existing **Building** that is not heritage designated has been converted into multiple **Residential Dwelling Units**.
- j) Where a **Drive Aisle** or parking space is located within 6.0m of a **Lot Line** that abuts a **Street** it must comply with applicable grade requirements prescribed in this Part and the Highway Access Bylaw.
 - i) The maximum grade for a **Drive Aisle** or parking space is 8%.
 - ii) The maximum grade for a **Driveway** is 15%.
- k) If a surface vehicle parking space is located directly adjacent to a **Street**, it must include a soft landscaped area, with a minimum width of 1.0m between the parking area and the **Lot Line**, excluding the area where the landscaping is prohibited pursuant to the Highway Access Bylaw.
- l) Where a vehicle parking space is accessed directly from a **Street** and relates to a single-detached dwelling, duplex, houseplex with no more than six **Dwelling Units**, townhouse or **Heritage Conserving Infill**, then the width of the adjacent **Street** may be included towards the total width of the **Drive Aisle** provided.

Example: Maximum Grades for **Parking Areas**



Example parkade configuration

4. Electric Vehicle Charging Infrastructure Requirements

- a) The owner or occupier of any land or any **Building** or other structure, for each use present on the land or in the **Building** or other structure, must:
 - i) Provide **Energized Electric Vehicle Outlets** and **Electric Vehicle Charging Stations** for vehicle parking spaces in accordance with Table 4.
 - ii) Submit a letter of assurance from a qualified registered professional that all **Energized Electric Vehicle Outlets** meet the specifications prescribed in the City of Victoria Electric Vehicle Charging Infrastructure Technical Bulletin (2020).
- b) **Energized Electric Vehicle Outlets** and **Electric Vehicle Charging Stations** shall not be placed within the minimum vehicle parking space dimensions or **Drive Aisle** identified in Part 5.1.3.

- c) Where an **Electric Vehicle Energy Management System** is implemented, the owner of the **Building** must submit a letter of assurance from a qualified registered professional that the **Electric Vehicle Management System** meets the requirements prescribed in the City of Victoria Electric Vehicle Charging Infrastructure Technical Bulletin (2020).
- d) Part 5.1.4 does not apply to visitor parking spaces.
- e) The minimum number of **Electric Vehicle Charging Stations** identified in Table 4 are in addition to the minimum number of **Energized Electric Vehicle Outlets**.

Table 4: Minimum Number of Required **Energized Electric Vehicle Outlets** and **Electric Vehicle Charging Stations**

Use or Class of Use	Minimum Number of Energized Electric Vehicle Outlets	Minimum Number of Electric Vehicle Charging Stations
Residential		
Residential	1 per vehicle parking space provided	
Assisted Living Facility	20% of the total number of vehicle parking spaces provided	5% of the total number of vehicle parking spaces provided
Commercial		
Office	20% of the total number of vehicle parking spaces provided	10% of the total number of vehicle parking spaces provided
Financial Service	20% of the total number of vehicle parking spaces provided	10% of the total number of vehicle parking spaces provided
Personal Service	15% of the total number of vehicle parking spaces provided	5% of the total number of vehicle parking spaces provided
Food and Beverage Service	15% of the total number of vehicle parking spaces provided	5% of the total number of vehicle parking spaces provided
Drinking Establishment	15% of the total number of vehicle parking spaces provided	5% of the total number of vehicle parking spaces provided
Retail Trade	15% of the total number of vehicle parking spaces provided	5% of the total number of vehicle parking spaces provided
Hotel	15% of the total number of vehicle parking spaces provided	10% of the total number of vehicle parking spaces provided
Bed & Breakfast	15% of the total number of vehicle parking spaces provided	10% of the total number of vehicle parking spaces provided
Institutional		
Art and Cultural Facility	15% of the total number of vehicle parking spaces provided	5% of the total number of vehicle parking spaces provided

Assembly	15% of the total number of vehicle parking spaces provided	5% of the total number of vehicle parking spaces provided
Civic Facility	15% of the total number of vehicle parking spaces provided	5% of the total number of vehicle parking spaces provided
Industrial		
All industrial uses	10% of the total number of vehicle parking spaces provided	5% of the total number of vehicle parking spaces provided

5. Bicycle Parking Specifications

- a) The owner or occupier of any land or of any **Building** or other structure for each use present on the land or in the **Building** or other structure, must provide bicycle parking spaces in accordance with Table 5 and Table 6.
- b) All bicycle parking spaces required under this bylaw must be provided on the same **Lot** as the **Building** or use which they serve.
- c) Each **Bicycle Parking, Short-Term** space required under this bylaw must be:
 - i) designed and installed to the minimum dimensions shown in Table 6 of this Part; and
 - ii) provided as a bicycle rack that is permanently anchored to the ground or a wall.
- d) Each **Bicycle Parking, Short-Term** space required under this Bylaw in association with a residential use must be located within a maximum distance of 15.0m from a **Building** entrance that is accessible by visitors.
- e) Notwithstanding section 5.d), where a minimum of 6 **Bicycle Parking, Short-Term** spaces are located within 15.0m of each **Building** entrance that is accessible by visitors, any additional required spaces may be provided in a location that is further than 15.0m from a **Building** entrance.
- f) Each **Bicycle Parking, Short-Term** space required under this Bylaw in association with a commercial or institutional use must be located a maximum distance of 15.0m from a **Building** entrance that is accessible by the public.
- g) Notwithstanding section 5.f), where a minimum of 6 **Bicycle Parking, Short-Term** spaces are located within 15.0m of each **Building** entrance that is accessible by the public, any additional required spaces may be provided in a location that is further than 15.0m from a **Building** entrance.
- h) Each **Bicycle Parking, Short-Term** space required under this bylaw in association with an industrial use must be located within a maximum distance of 15.0m from the primary **Building** entrance.

Table 5: Minimum Number of Required Bicycle Parking Spaces

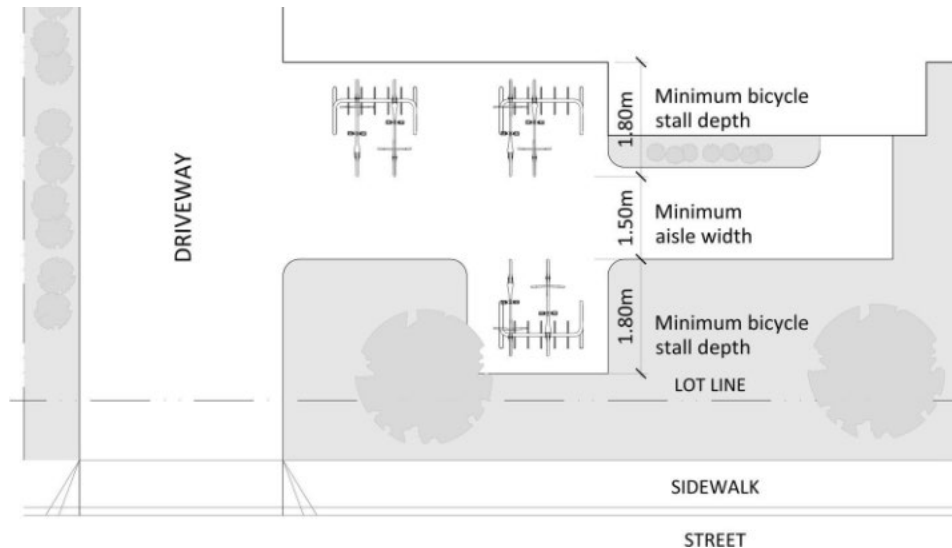
Column A	Column B		Column C
Use or Class of Use	Minimum Number of Bicycle Parking, Long-Term Spaces		Minimum Number of Bicycle Parking, Short-Term Spaces
Residential			
Single-Detached Dwelling or Duplex, Secondary Suite, Garden Suite	n/a		n/a
A Building constructed as a single-detached dwelling or duplex that has been converted to a multiple dwelling	1 space per Dwelling Unit , except where the Dwelling Unit has access to a private garage		
Townhouse, houseplex or Heritage Conserving Infill	1 space per Dwelling Unit , except where the Dwelling Unit has access to a private garage		The greater of 6 spaces per Building or 0.1 spaces per Dwelling Unit
All other Residential	1 space per Dwelling Unit that is less than 45m ²	1.25 spaces per Dwelling Unit that is equal to or greater than 45m ²	
Assisted Living Facility	1 space per 20 Dwelling Units or residential units		1 space per 50 Dwelling Units or residential units
Commercial			
Brew Pub (beer, spirits, wine)	1 space per 200m ² of Floor Area , or part thereof		1 space per 200m ² of Floor Area , or part thereof
Drinking Establishment	1 space per 400m ² of Floor Area , or part thereof		1 space per 100m ² of Floor Area , or part thereof
Equipment Rental	1 space per 200m ² of Floor Area , or part thereof		1 space per 200m ² of Floor Area , or part thereof
Financial Service	1 space per 200m ² of Floor Area , or part thereof		1 space per 200m ² of Floor Area , or part thereof
Food and Beverage Service	1 space per 400m ² of Floor Area , or part thereof		1 space per 100m ² of Floor Area
Hotel	1 space per 25 Guest Bedrooms , or part thereof		1 space per 40 Guest Bedrooms , or part thereof
Bed & Breakfast	1 space per 25 Guest Bedrooms , or part thereof		1 space per 40 Guest Bedrooms , or part thereof
Office	1 space per 150m ² of Floor Area , or part thereof		1 space per 400m ² of Floor Area , or part thereof

Personal Service	1 space per 200m ² of Floor Area , or part thereof	1 space per 200m ² of Floor Area , or part thereof
Retail Trade	1 space per 200m ² of Floor Area , or part thereof	1 space per 200m ² of Floor Area , or part thereof
Institutional		
Assembly	1 space per 400m ² of Floor Area , or part thereof	1 space per 150m ² of Floor Area , or part thereof
Civic Facility	1 space per 400m ² of Floor Area , or part thereof	1 space per 400m ² of Floor Area , or part thereof
Art and Cultural Facility	1 space per 400m ² of Floor Area , or part thereof	1 space per 150m ² of Floor Area , or part thereof
Child Care Facility	1 space per 700m ² of Floor Area , or part thereof	1 space per 200m ² of Floor Area , or part thereof
Care Facility	1 space per 700m ² of Floor Area , or part thereof	1 space per 200m ² of Floor Area , or part thereof
Schools	1 space per 1000m ² of Floor Area , or part thereof	1 space per 100m ² of Floor Area , or part thereof
Industrial		
All industrial uses	1 space per 1,000m ² of Floor Area , or part thereof	6 spaces

Table 6: Minimum Dimensions for Bicycle Parking (all dimensions measured in metres)

	Ground Anchored Rack		Wall Mounted Rack		Ground Anchored Oversized Rack
Angle of Rack (in an aerial perspective, measured from the plane of the nearest wall of a Building)	>45 degrees	≤45 degrees	>45 degrees	≤45 degrees	>45 degrees
Minimum stall depth	1.8	1.45	1.2	1.2	2.4
Minimum aisle width	1.5	1.5	1.5	1.5	1.5
Minimum distance between bicycle racks (for racks that accommodate no more than one bicycle)	0.6	0.65	0.45	0.65	0.9
Minimum distance between bicycle racks (for racks that accommodate two or more bicycles)	0.9	1.3	0.9	1.3	1.8
Minimum distance between bicycle racks and any door to bicycle storage facility	0.6	0.6	0.6	0.6	0.6

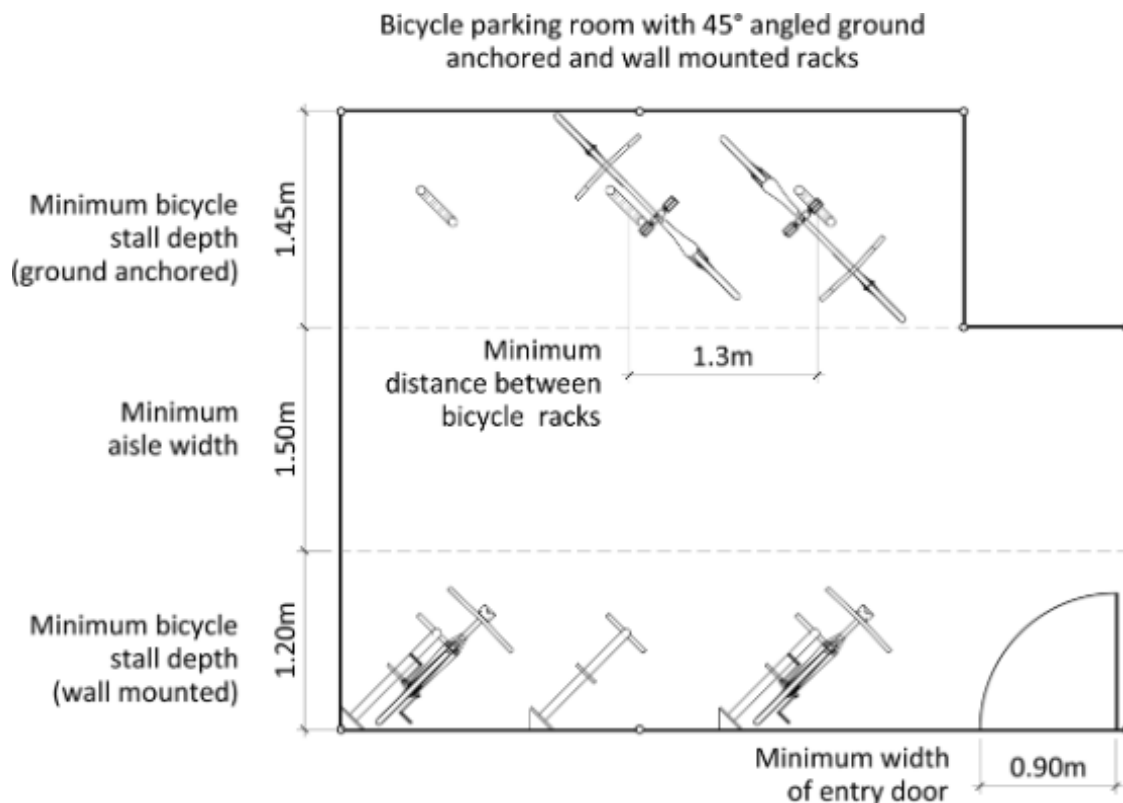
Example: **Bicycle Parking, Short-Term** Configuration

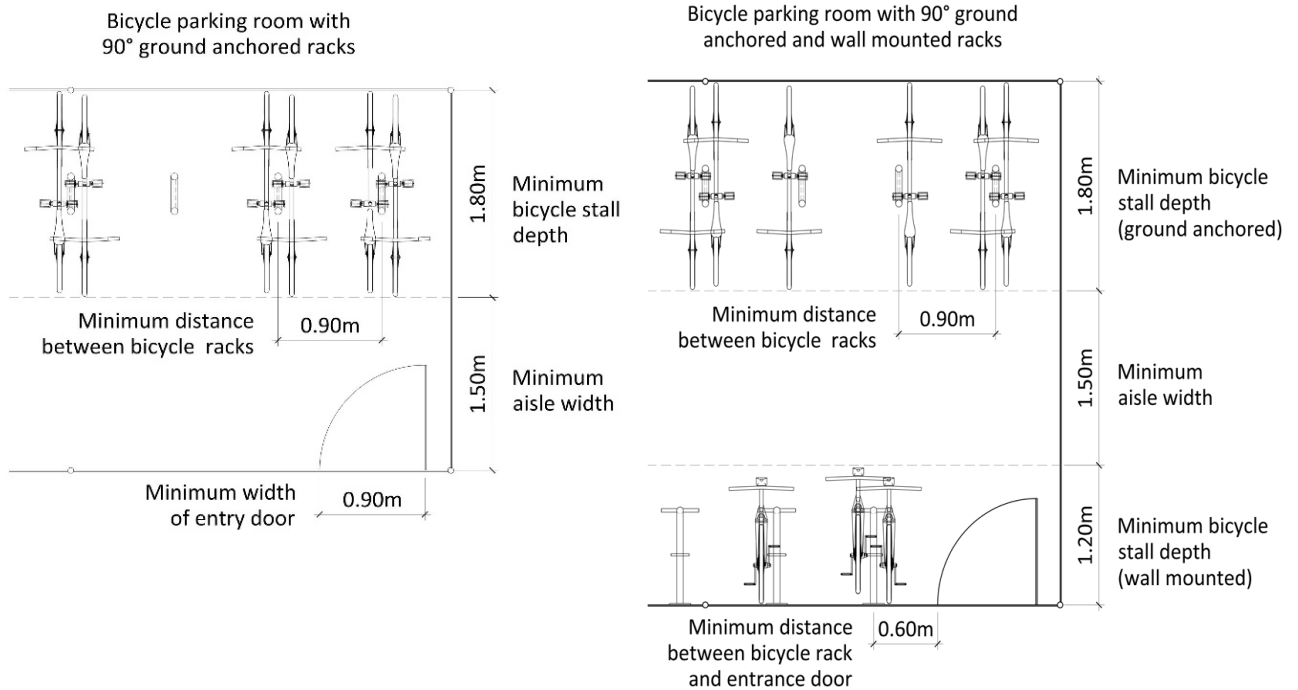


- i) Each **Bicycle Parking, Long-Term** space required under this bylaw must:
 - i) be designed and installed to the minimum dimensions shown in Table 6 of this Part, except when provided in a stacked parking system;
 - ii) be provided as a bicycle rack that is permanently anchored to the ground or a wall;
 - iii) with the exception of parking provided in a stacked parking system, have a minimum unobstructed height clearance of 2.1m between the floor and any mechanical equipment, or, if there is no mechanical equipment, between the floor and the ceiling;
 - iv) be provided in a secure, weather-protected, dedicated bicycle parking facility accessible to residents, employees or other identified users of the **Building**;
 - v) be located in a bicycle parking facility accessible through an entry door with a minimum width of 0.9m; and
 - vi) be located within one floor of **Finished Grade** and, if accessed by a stairwell only, the stairwell must include a ramp for bicycles.
- j) A minimum of 50% of **Bicycle Parking, Long-Term** spaces required under this bylaw must be in the form of ground anchored inverted U racks. For the purposes of this sub-section, stacked parking systems are not counted as ground anchored.
- k) A maximum of 30% of **Bicycle Parking, Long-Term** spaces required under this bylaw may be wall mounted. For the purposes of this sub-section, stacked parking systems are not counted as wall mounted.
- l) A minimum of 50% of all **Bicycle Parking, Long-Term** spaces required under this bylaw must be equipped with electric bicycle charging stations, each of which is comprised of a 110 V wall outlet.

- m) A minimum of 20% of all **Bicycle Parking, Long-Term** spaces provided shall be designed to accommodate oversized bikes, must be ground anchored and must meet the minimum dimension requirements for oversized bicycles in Table 6.
- n) **Bike Parking, Long-Term** spaces can be provided in a stacked parking system configuration, subject to:
 - i) the installation of a lift assist mechanism (pneumatic or mechanical); and
 - ii) U lock compatibility (or similar) to allow bicycle frames to be locked to the system; and
 - iii) a minimum unobstructed height clearance of 2.5m between the floor and any mechanical equipment, or, if there is no mechanical equipment, between the floor and the ceiling; and
 - iv) a minimum combined stall depth and aisle width of 3.6m.

Example: **Bicycle Parking, Long-Term** Configurations





- o) The owner or occupier of any land or of any **Building** or other structure for each use present on the land or in the **Building** or other structure, must provide end-of-trip facilities in accordance with Table 7.
- p) For the purposes of this section, a “Bicycle Repair Station” means a secure area located on the same **Lot** as the use which it serves with a minimum size of 9m² of **Floor Area** for use by residents and occupants on the **Lot** for the repair, maintenance and washing of bicycles and oversized bicycles, including an anchored bicycle repair stand, common bicycle maintenance tools, a bicycle pump and a water faucet with functioning drainage.

Table 7: Minimum Required End-of-Trip Facilities

Required number of Bicycle Parking, Long Term Spaces	End-of-Trip Facilities				
	Water Closet	Sink	Shower	Bicycle Repair Station	Locker
Residential					
7-100	0	0	0	1	0
Per additional 100 or part thereof	-	-	-	+1	-
All other uses					
6-10	0	1	1	0	1 per Bicycle Parking, Long Term Space
11-20	0	2	2	1	
21-30	1	3	3	1	
31-40	2	4	4	2	
Per additional 40 or part thereof	+2	+2	+2	+1	

6. Accessible Parking

6.1 Accessible Parking Requirements

- a) The owner or occupier of any land or any **Building** or other structure, for each use listed in Table 8 present on the land or in the **Building** or other structure, must provide the corresponding minimum number of off-street **Accessible Parking Spaces** and **Van Accessible Parking Spaces** in accordance with Table 8. For example, if an owner is required to provide 27 vehicle parking spaces for a commercial use pursuant to Table 1, the owner must provide 1 **Accessible Parking Space**, 1 **Van Accessible Parking Space** and 25 vehicle parking spaces.
- b) **Accessible Parking Spaces** and **Van Accessible Parking Spaces** are calculated based on the baseline parking rate in Table 1 prior to any reductions, exceptions or exemptions permitted in this Bylaw or the Local Government Act, or granted through the approval of a variance.
- c) Section 6.1.a), does not apply to a **Lot** where there is no more than one **Building** comprising of between 3 and 6 **Dwelling Units**.

Table 8: Minimum Number of Required **Accessible Parking Spaces** and **Van Accessible Parking Spaces**

Use or Class of Use: All residential uses listed in Table 1 except <u>Assisted Living Facility (see below)</u> All commercial, industrial and institutional uses listed in Table 1		
Number of Parking Spaces Required per Table 1	Minimum Number of Accessible Parking Spaces	Minimum Number of Van Accessible Parking Spaces
0-5 spaces	n/a	n/a
6-25 spaces	0	1
26-50 spaces	1	1
51-75 spaces	2	1
76-100 spaces	3	1
101 spaces or more	1 Accessible Parking Space for every 25 parking spaces	See section 6.1.d
Number of Visitor Parking Spaces Required per Table 1	Minimum Number of Visitor Accessible Parking Spaces	Minimum Number of Visitor Van Accessible Parking Spaces
0-5 spaces	n/a	n/a
6-25 spaces	0	1
26-50 spaces	1	1
51-75 spaces	2	1
76-100 spaces	3	1
101 spaces or more	1 Accessible Parking Space for every 25 parking spaces	See section 6.1.d

Use or Class of Use: Assisted Living Facility		
Number of Parking Spaces Required per Table 1	Minimum Number of Accessible Parking Spaces	Minimum Number of Van Accessible Parking Spaces
See Table 1	15% of required vehicle parking spaces	See section 6.1.d
Number of Visitor Parking Spaces Required per Table 1	Minimum Number of Visitor Accessible Parking Spaces	Minimum Number of Visitor Van Accessible Parking Spaces
See Table 1	15% of required vehicle parking spaces	See section 6.1.d

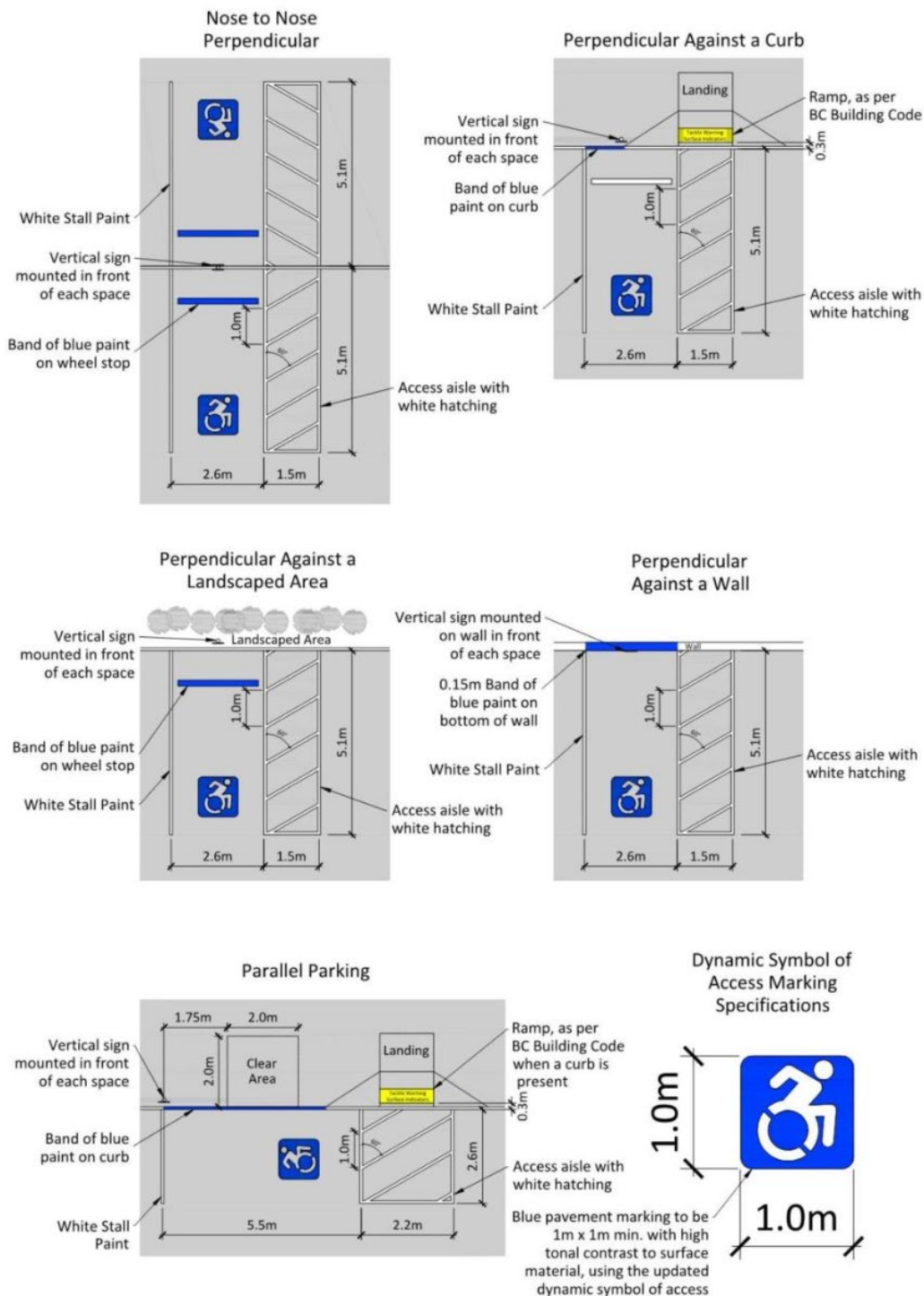
d) Where:

- i) only one **Accessible Parking Space** is required, the space must be a **Van Accessible Parking Space**;
- ii) between two and six **Accessible Parking Spaces** are required, a minimum of one of these spaces must be a **Van Accessible Parking Space**;
- iii) more than six **Accessible Parking Spaces** are required, the requirement for a **Van Accessible Parking Space** is triggered at each multiple of six **Accessible Parking Spaces**, for example:
 - a. where 7-12 **Accessible Parking Spaces** are required, a minimum of two of these spaces must be **Van Accessible Parking Spaces**;
 - b. where 13-18 **Accessible Parking Spaces** are required, a minimum of three of these spaces must be **Van Accessible Parking Spaces**;
 - c. where 19-25 **Accessible Parking Spaces** are required, a minimum of four of these spaces must be **Van Accessible Parking Spaces**.

6.2 Accessible Parking Dimensions and Specifications

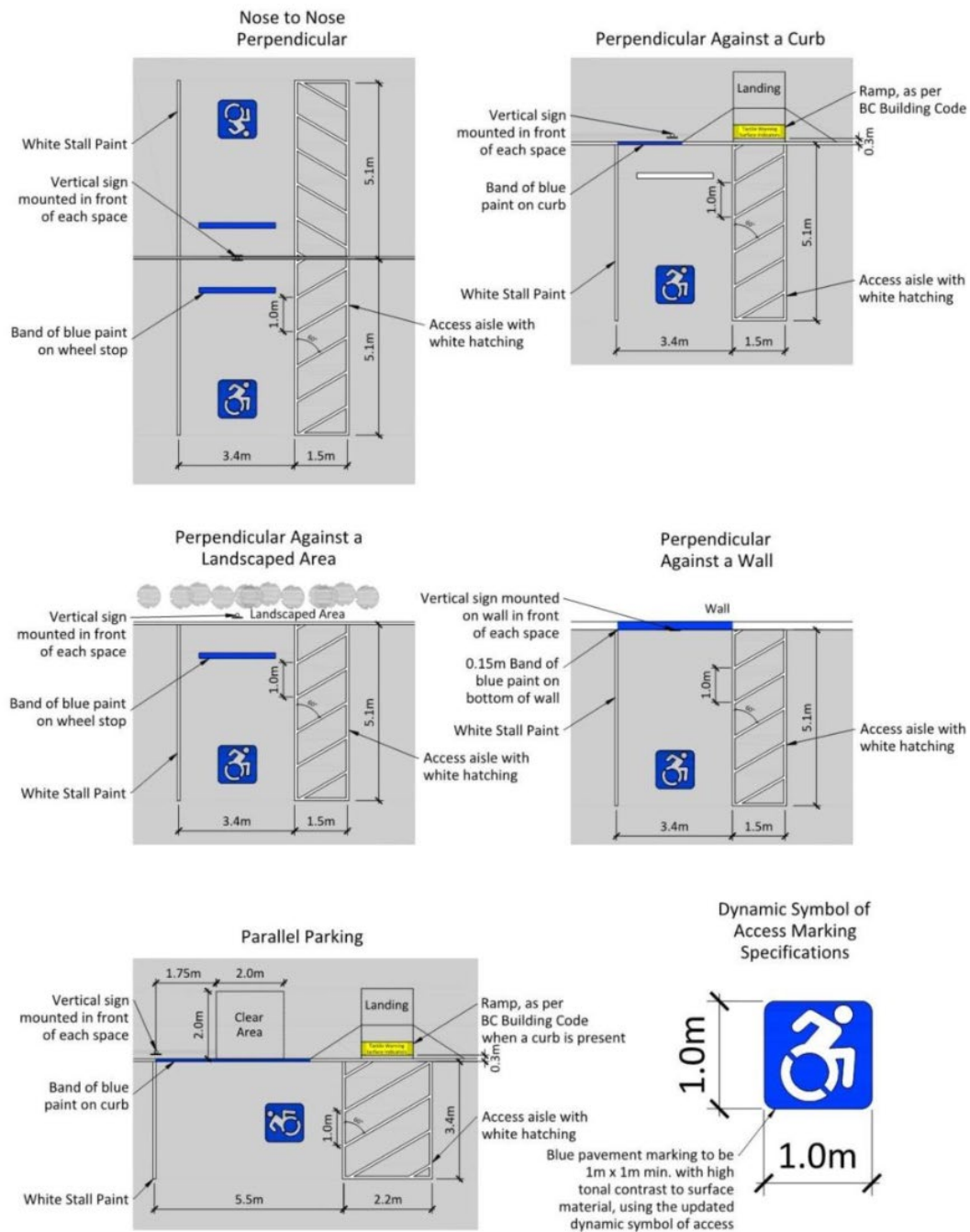
- a) All **Accessible Parking Spaces** and **Van Accessible Parking Spaces** required under this Bylaw must be provided on the same **Lot** as the **Building** or use which they serve.
- b) **Accessible Parking Spaces** and **Van Accessible Parking Spaces** must have a maximum grade of 5% in any direction.
- c) Each **Accessible Parking Space** required under this Bylaw must be designed, marked, and installed to the minimum dimensions and specifications by the applicable configuration shown in Figure 2 of this Part.

Figure 2: Minimum **Accessible Parking Space** dimensions



- d) Each **Van Accessible Parking Space** required under this Bylaw must be designed, marked, and installed to the minimum dimensions and specifications in accordance with the applicable configuration shown in Figure 3 of this Part.

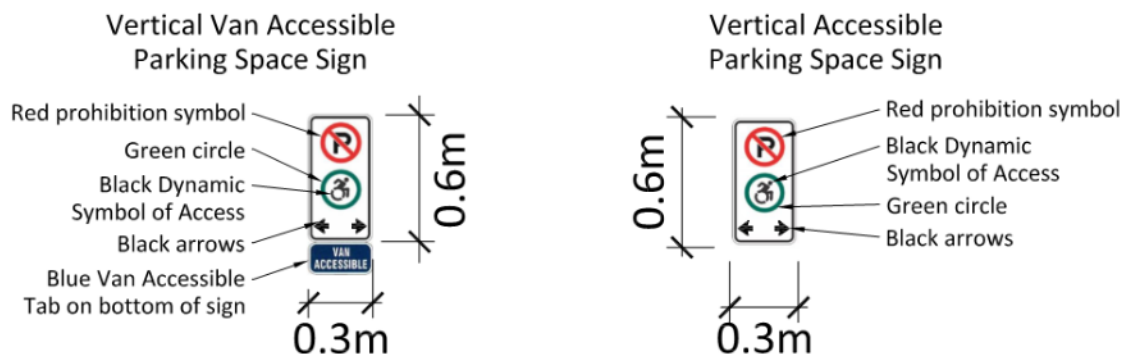
Figure 3: Minimum **Van Accessible Parking Space** dimensions



- e) An access aisle must be included with each **Accessible Parking Space** with the specifications and minimum dimensions shown in Figure 2, Part 5 and with each **Van Accessible Parking Space** with the specifications and minimum dimensions shown in Figure 3, Part 5.

- f) Where an **Accessible Parking Space** or **Van Accessible Parking Space** is situated immediately adjacent to another **Accessible Parking Space** or **Van Accessible Parking Space**, then the access aisle may be shared between the two spaces.
- g) Each **Accessible Parking Space** or **Van Accessible Parking Space** must be marked with the Dynamic Symbol of Access in accordance with the dimensions and specifications illustrated in Figures 2 and 3, Part 5.
- h) A wall mounted or standalone vertical sign must be installed at each **Accessible Parking Space** or **Van Accessible Parking Space** in accordance with the specifications illustrated in Figure 4, Part 5 and the lowest part of the sign must be located:
 - i) a minimum of 2.1m above **Finished Grade**, or
 - ii) a minimum of 1.5m above **Finished Grade** when wall mounted or when the roof height of a parkade, carport or similar **Building** or structure in which the associated parking space is located prevents compliance with subsection (a).

Figure 4: Accessible parking sign specifications



7. Transportation Demand Management Measures

- a) The owner or occupier of any land or of any **Building** or other structure for each use present on the land or in the **Building** or other structure, must provide Transportation Demand Management (“TDM”) measures in accordance with Table 9.
- b) Notwithstanding Section 7.a), the requirements set out in Table 9:
 - i) do not apply to **Affordable Housing Development**;
 - ii) do not apply to a **Lot** where there is no more than one **Building** comprising of 6 or fewer **Dwelling Units**;
 - iii) do not apply to any Residential use on a **Lot** located within a Transit Oriented Area as shown in Schedule E;
 - iv) can be reduced by providing the Cash-in-Lieu of TDM Measures as described in Table 10.

Table 9: Required TDM Measures

TDM Measure	Area where the TDM Measure must be provided
Residential	
Transit TDM \$1,500 per Dwelling Unit contributed to the BC Transit EcoPASS Fund , which contribution is made available to all residents of the Building for the purpose of subsidizing travel by public transit	i) any Lot that is located within the Downtown Core Area, as shown in Schedule G; ii) any Lot that is located within a Major Mobility Hub, as shown in Schedule G; iii) any Lot that is located within the Transit Priority Area, as shown in Schedule G.
Car Share TDM a. One membership to a Two-Way Car Share Service per Dwelling Unit located on the Lot, for the life of the Building b. Car Share Vehicle for a Two-Way Car Share Service according to the following scale: Where there are more than 49 but fewer than 150 Dwelling Units located on a Lot: i. one Car Share Vehicle for 49 but fewer than 150 Dwelling Units located on a Lot; ii. one Car Share Vehicle for every additional 150 Dwelling Units or part thereof c. For each Car Share Vehicle provided, one dedicated car share parking space, meeting the criteria of section 3.d), shall be provided on the Lot and that space shall be in excess of the minimum required vehicle parking spaces	i) any Lot that is located within the Downtown Core Area, as shown in Schedule G; ii) any Lot that is located within a Major Mobility Hub, as shown in Schedule G;

Bicycle Parking TDM An additional 20% Bicycle Parking, Long-Term spaces provided in excess of the minimum required number of Bicycle Parking, Long-Term spaces identified in Table 5	i) any Lot that is located within the Downtown Core Area, as shown in Schedule G;
Commercial (applies to Office and Retail Trade Uses only)	
Transit TDM Where the Floor Area exceeds 199m², \$2,000 contributed to the BC Transit EcoPASS Fund, per 100m² of Floor Area or part thereof which contribution is made available to employees who work in the Building for the purpose of subsidizing travel by public transit	i) any Lot that is located within the Downtown Core Area, as shown in Schedule G; ii) any Lot that is located within a Major Mobility Hub, as shown in Schedule G; iii) any Lot that is located within the Transit Priority Area, as shown in Schedule G;
Car Share TDM a. Where the Floor Area is less than 2,000m², one dedicated car share parking space provided on the Lot b. Where the Floor Area is between 2,000m² and 3,999m², two dedicated car share spaces provided on the Lot c. Where the Floor Area exceeds 3,999m², three dedicated car share spaces provided on the Lot d. Each dedicated car share parking space provided on the Lot shall meet the criteria of section 3.d) and shall be in excess of the minimum required vehicle parking spaces	i) any Lot that is located within the Downtown Core Area, as shown in Schedule G; ii) any Lot that is located within a Major Mobility Hub, as shown in Schedule G;
Bicycle Parking TDM An additional 20% Bicycle Parking, Long-Term spaces provided in excess of the minimum required number of Bicycle Parking, Long-Term spaces identified in Table 5	i) any Lot that is located within the Downtown Core Area, as shown in Schedule G;

Table 10: Cash-in-Lieu of Transportation Demand Management Measures

TDM Measure	Cash-in-Lieu Amount
Residential	
Car Share TDM – Residential	\$90,000 per required car share vehicle
Bicycle Parking TDM - Residential	\$4,000 per Bicycle Parking, Long Term space not provided in accordance with Table 9.
Commercial	
Car Share TDM - Commercial	\$35,000 per dedicated car share parking space not provided in accordance with Table 9.
Bicycle Parking TDM - Commercial	\$4,000 per Bicycle Parking, Long Term space not provided in accordance with Table 9.

8. Loading Spaces

- a) The owner or occupier of any land or of any **Building** or other structure for each use present on the land or in the **Building** or other structure, must provide Class A and Class B loading spaces in accordance with Table 11.
- b) Class A and Class B loading spaces must meet the minimum dimensions described in Table 12.
- c) Class A and Class B loading spaces shall be clearly identified as being reserved for loading and deliveries.

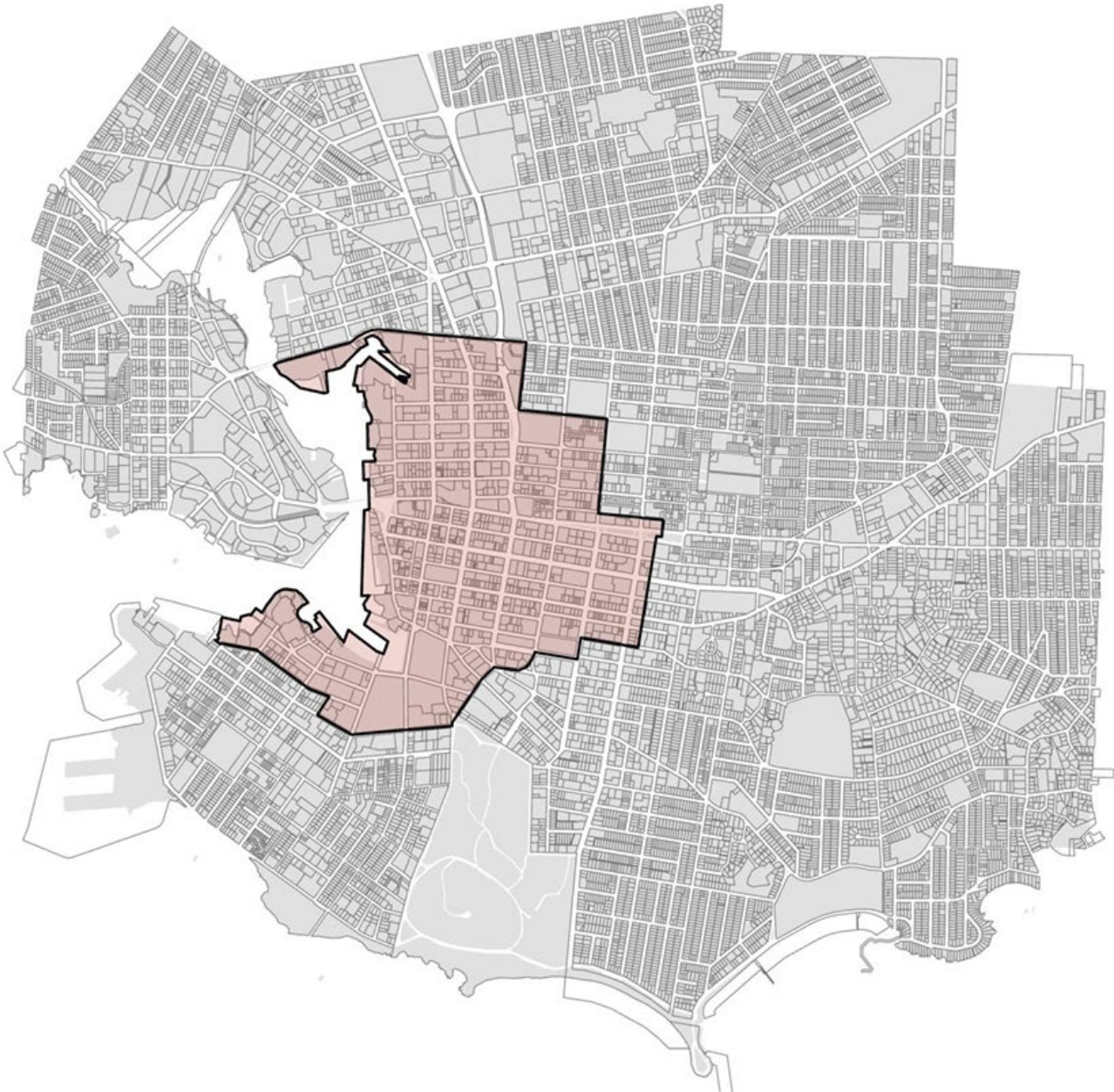
Table 11: Required Loading Spaces

Use or Class of Use	Number of Dwelling Units/Floor Area	Required Off-Street Loading Spaces	
		Class A	Class B
All Residential Uses	30 to 199 Dwelling Units	1	-
	Each additional 100 Dwelling Units	+1	-
Commercial and Industrial Uses	500m ² to 1,999m ² Floor Area	-	1
	Each additional 2,500m ² Floor Area	-	+1
Institutional and Office Uses	500m ² to 999m ² Floor Area	1	-
	1,000m ² to 5,000m ² Floor Area	1	1
	Each additional 5,000m ² Floor Area	+1	+1

Table 12: Minimum Loading Space Dimensions

Loading Space Class	Minimum Depth (metres)	Minimum Width (metres)	Minimum unobstructed height clearance (metres) Must be provided between the floor and any mechanical equipment, or, if there is no mechanical equipment, between the floor and the ceiling
Class A	5.5	2.6	2.1
Class B	9.0	3.4	3.8

Schedule G – Parking Reduction and TDM Areas



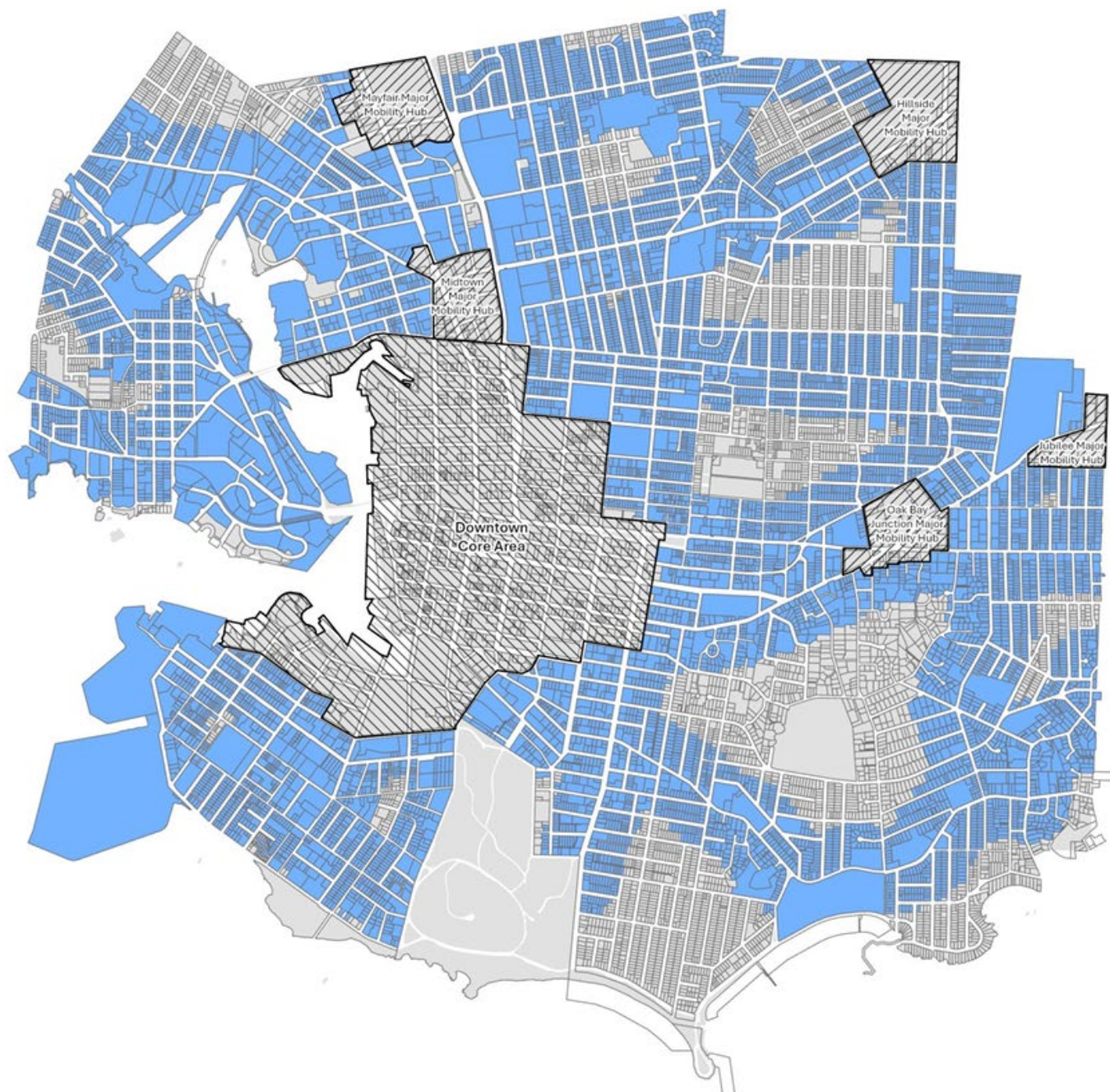
Downtown Core Area

 Downtown Core Area Boundary



Major Mobility Hubs

 Major Mobility Hub Areas



Transit Priority Area

-  Parcels in the Transit Priority Area
-  Major Mobility Hub Area
-  Downtown Core Area Boundary

Schedule H – Legal Agreements

1. Car Share Parking Space SRW

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

TERMS OF INSTRUMENT - PART 2

WHEREAS:

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

PID:
INSERT LEGAL DESCRIPTION

(the “Lands”);

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

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

1.0 DEFINITIONS

- 1.1 The terms defined in this Section 1.1 will have the following meanings for all purposes in this Agreement, except where specifically otherwise provided herein:
- (a) “**Car Share Organization**” means a legal entity registered in British Columbia whose principal business objective is to provide its members, for a fee, with a car-sharing service by which such members have self-serve access to a fleet of at least ten Car Share Vehicles in Victoria which they may reserve for use on an hourly or other basis, but does not include rental vehicle organizations;
 - (b) “**Car Share Vehicle**” means **[insert number of vehicles]** four-wheeled automobile, van or pick-up truck that is managed by a Car Share Organization and used exclusively for the Car Share Organization’s car-sharing service;
 - (c) “**Car Share Vehicle Parking Space**” means **[insert number of parking spaces]** parking space[s] situate on the Lands, as shown outlined in bold black ink on the plan attached hereto as Schedule “A” reserved for the exclusive use of a Car Share Vehicle, or such other parking space reserved for the exclusive use of a Car Share Vehicle as the Owner may request and the Director of Planning may first agree to in writing.
 - (d) “**Permitted Users**” means the members in good standing of the Car Share Organization that manages Car Share Vehicles on the Lands, whether or not said members reside on the Lands;

2.0 STATUTORY RIGHT OF WAY

- 2.1 Pursuant to section 218 of the *Land Title Act*, the Owner hereby grants, conveys, confirms and transfers, in perpetuity, to the City, its officers, employees, contractors, licensees and invitees, including the Permitted Users, the full, free and uninterrupted right, licence, liberty, privilege, permission and right of way to enter, use, go, return, pass over and across the Lands, for the purposes described in section 2.2.
- 2.2 At any time, the City and its officers, employees, and contractors, and in respect of (a) and (b) below the City’s licensees and invitees, including the Permitted Users, may enter the Lands:
- (a) to park and access a Car Share Vehicle in a Car Share Vehicle Parking Space designated for Car Share Vehicles;
 - (b) for access and egress as pedestrians and in a Car Share Vehicle between the Car Share Vehicle Parking Space and the adjacent City streets and lanes; and

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

all in accordance with this Agreement.

2.3 The rights granted in sections 2.1 and 2.2 will be exercised only with respect to the Car Share Vehicle Parking Space and the vehicular and pedestrian entrances thereto and exits therefrom, and the Statutory Right of Way on and over the Lands is:

- (a) Restricted to those portions of the Lands designed for such purposes;
- (b) Subject to such reasonable rules and regulations as may from time to time be prescribed by the Owner, including those for the safety and security of the Car Share Vehicle Parking Space, the Permitted Users, and other users of the Lands, provided that notwithstanding the right of the Owner to make reasonable rules and regulations from time to time, such rules and regulations will:
 - i. not permit the Owner or any other person to charge or permit to be charged, directly or indirectly, any fee whatsoever for the access to or use by the Permitted Users of the Car Share Vehicle Parking Space, other than a charge included in strata fees payable by all strata lot owners in a strata corporation, if applicable, for maintaining the Car Share Vehicle Parking Space; and
 - ii. not in any way whatsoever limit the obligation of the Owner to make the Car Share Vehicle Parking Space and all access to and egress from the Car Share Vehicle Parking Space available to the Permitted Users at all times (7 days per week/24 hours per day) provided that the Owner may locate the Parking Space behind a security gate or other mechanism restricting access only if the Permitted Users are provided with a convenient means of access to the Car Share Vehicle Parking Space at all times (7 days per week/24 hours per day).

3.0 SECTION 219 COVENANTS

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

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

3.3 The Owner covenants:

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

- (c) to permit the City to peaceably hold and enjoy the rights hereby granted.

4.0 SUBDIVISION

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

5.0 GENERAL

- 5.1 The Owner and the City agree that though the Car Share Vehicle Parking Space must be available for permanent use by a Car Share Vehicle, it may be used for visitor parking, loading, or other temporary parking purposes until such time as the Car Share Organization is ready to assume permanent use of the Car Share Vehicle Parking Space to house a Car Share Vehicle.
- 5.2 Nothing in section 2.1 or 2.2 implies that the City has any obligation to the Owner or anyone else to exercise any of their respective rights under section 2.1 or 2.2.
- 5.3 No default, act, or failure to act by the City or its officers, employees, contractors, licensees or invitees under this Agreement will result or be deemed to result in the interruption, suspension or termination of this Agreement, and the Owner will refrain from seeking any judgment, order, declaration or injunction to that effect.
- 5.4 The Owner shall indemnify and save harmless the City from any and all claims, causes of action, suits, demands, fines, penalties, costs or expenses or legal fees whatsoever which

anyone has or may have, whether as owner, occupier or user of the Lands, or by a person who has an interest in or comes onto the Lands, or otherwise, which the City incurs as a result of any loss or damage or injury, including economic loss, arising out of or connected with:

- (a) the breach of any covenant in this Agreement;
- (b) the use of the Lands contemplated under this Agreement; and
- (c) restrictions or requirements under this Agreement.

5.5 The Owner hereby releases and forever discharges the City of and from any claims, causes of action, suits, demands, fines, penalties, costs or expenses or legal fees whatsoever which the Owner can or may have against the City for any loss or damage or injury, including economic loss, that the Owner may sustain or suffer arising out of or connected with:

- (a) the breach of any covenant in this Agreement;
- (b) the use of the Lands contemplated under this Agreement; and
- (c) restrictions or requirements under this Agreement.

5.6 No part of the title in fee simple to the Lands of the Owner shall pass to or be vested in the City under or by virtue of this Agreement, and the Owner may fully use and enjoy all of the Lands of the Owner subject only to the rights and restrictions in this Agreement.

5.7 If the Owner defaults in observance or performance of its obligations hereunder, the City, after 10 days prior written notice to the Owner specifying the default and at any time in case of emergency, may (but is not obligated to) rectify the default, and the Owner shall pay to the City, on demand, its reasonable costs in connection with so rectifying.

5.8 No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.

5.9 At the Owner's expense, the Owner shall do or cause to be done all acts necessary to grant priority to this Agreement over all financial charges and encumbrances which are registered, or pending registration, against the title to the Lands in the Land Title Office save and except those that have been specifically approved in writing by the City or have been granted in favour of the City.

5.10 The Owner acknowledges that (a) these Covenants are enforceable against the Owner and their successors in title, but (b) the Owner is not personally liable for breach of these Covenants where such liability arises by reason of an act or omission occurring after the Owner named herein or any future owner ceases to have a further interest in the Lands.

5.11 If at the date hereof the Owner is not the sole registered owner of the Lands of the Owner, this Agreement shall nevertheless bind the Owner to the full extent of their interest therein, and if they acquire a greater or the entire interest in fee simple, this Agreement shall likewise extend to such after-acquired interests.

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

6.0 PRIORITY AGREEMENT

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

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

SCHEDULE "A"
Location of Parking Space

[insert sketch plan]

END OF DOCUMENT