



Galiano Island Local Trust Committee Regular Meeting Agenda

Date: July 8, 2019
Time: 12:30 pm
Location: Galiano South Community Hall
141 Sturdies Bay Road, Galiano Island, BC

			Pages
1.	CALL TO ORDER	12:30 PM - 12:30 PM	
2.	APPROVAL OF AGENDA		
3.	TOWN HALL AND QUESTIONS	12:30 PM - 12:50 PM	
4.	COMMUNITY INFORMATION MEETING none		
5.	PUBLIC HEARING none		
6.	MINUTES	12:50 PM - 1:00 PM	
6.1	Local Trust Committee Minutes Dated June 3, 2019 (for Adoption)		4 - 11
6.2	Section 26 Resolutions Without Meeting Report none		
6.3	Advisory Planning Commission Minutes none		
7.	BUSINESS ARISING FROM MINUTES	1:00 PM - 1:10 PM	
7.1	Follow-up Action List Dated July 2019		12 - 12
8.	DELEGATIONS none		

9. CORRESPONDENCE

Correspondence received concerning current applications or projects is posted to the LTC webpage

none

10. APPLICATIONS AND REFERRALS

1:10 PM - 2:00 PM

10.1 GL-TUP-2019.4 (Page) - Staff Report (attached)

13 - 26

10.2 GL-RZ-2017.1 (Stevens) - Staff Report (attached)

27 - 65

11. LOCAL TRUST COMMITTEE PROJECTS

2:00 PM - 2:10 PM

11.1 Short Term Vacation Rentals (STVR) Review - Staff Memo (attached)

66 - 69

12. REPORTS

2:10 PM - 2:40 PM

12.1 Work Program Reports (attached)

12.1.1 Top Priorities Report Dated July 2019

70 - 70

12.1.2 Projects List Report Dated July 2019

71 - 73

12.2 Applications Report Dated July 2019 (attached)

74 - 77

12.3 Trustee and Local Expense Report

none

12.4 Adopted Policies and Standing Resolutions (attached)

78 - 80

12.5 Local Trust Committee Webpage

12.6 Trustee Report

12.7 Chair's Report

12.8 Islands Trust Conservancy Report Dated May 2019 (attached)

81 - 84

13. NEW BUSINESS

13.1 Private Managed Forest Land (PMFL) Letter - Discussion

Suggested Resolution:

THAT the Galiano Island Local Trust Committee draft and submit a letter in response to the Private Managed Forest Land Program Review.

14. UPCOMING MEETINGS

14.1 **Next Regular Meeting Scheduled for September 9, 2019, at the South Community Hall, Galiano Island**

15. TOWN HALL 2:40 PM - 3:00 PM

16. CLOSED MEETING (Distributed Under Separate Cover) 3:00 PM - 3:15 PM

16.1 Motion to Close the Meeting

That the meeting be closed to the public in accordance with the Community Charter, Part 4, Division 3, s. 90(1) (a, d & f) for the purpose of considering:

- *Adoption of In-Camera Meeting Minutes Dated June 3, 2019*
- *Appointment of APC Secretary*
- *Bylaw Enforcement Issue*

AND that the recorder and staff attend the meeting.

16.2 Recall to Order

16.3 Rise and Report

17. ADJOURNMENT 3:15 PM - 3:15 PM



Galiano Island Local Trust Committee

Minutes of Regular Meeting

Date: June 3, 2019
Location: Galiano South Community Hall
141 Sturdies Bay Road, Galiano Island, BC

Members Present: Dan Rogers, Chair
Tahirih Rockafella, Local Trustee
Jane Wolverton, Local Trustee

Staff Present: Robert Kojima, Regional Planning Manager
Brad Smith, Island Planner
William Shulba, Fresh Water Specialist
Yasemin Schnorr Von Carolsfeld, Recorder

Public: There were approximately (26) members of the public.

1. CALL TO ORDER

Chair Rogers called the meeting to order at 12:35 p.m.

He acknowledged that the meeting was being held in the traditional territory of the Coast Salish First Nations, particularly the Penelakut.

2. APPROVAL OF AGENDA

By general consent the agenda was approved as presented.

3. TOWN HALL AND QUESTIONS

Risa Smith presented a letter regarding the Climate Change Emergency, emergency access routes and land use.

Sheila Anderson requested to move item 11.1 to top priorities. She commented that open, transparent, well-informed, not rushed, decision making on the Climate Change Emergency is critical.

Roger Pettit referred to the letter from Stewart Brands. He suggested that Stewart talk to Emergency Services, to find out if anyone has died or people have been seriously hurt due to not being able to communicate.

Colleen Doty mentioned that in the STVR Charter a survey of operators be considered. She noted the end date should read 2020 & not 2019.

Art Moses reminded Trustees and the Chair that they were elected to support the Official Community Plan (OCP) through open, transparent process and that all would be welcome to participate.

Suzanne Fournier suggested that the road network plan has to be done with public consultation. She urged the Local Trust Committee (LTC) to act.

Kiyo Okuda proposed that the LTC request BC Hydro to insulate the power lines / wires insulated in the forest zones and that any forest lot owner must maintain access for fire mitigation and industrial use.

Diana Lilly explained that she sits on the Emergency Response Team. She is concerned with the current lack of access on the east side road and urged the LTC to open it.

Roger Pettit stated that the meeting that took place was the initiative of Trustees and was a public meeting.

Akasha Forest mentioned the subject of climate change and that everything has to change in the way we do things. She likes what others have said regarding the urgency of addressing our failing ecosystems.

A break was taken between 1:15 p.m. - 1:18 p.m.

4. COMMUNITY INFORMATION MEETING

none

5. PUBLIC HEARING

none

6. MINUTES

6.1 Local Trust Committee Minutes Dated May 6, 2019

The following amendments to the May 6 minutes were presented for consideration:

GL-2019-046

It was Moved and Seconded,

that the Galiano Local Trust Committee amend the minutes to include Trustee Rockafella's comments and observations on item 10.3:

"Bylaws 265 & 266 (Stevens)

1. Having reviewed the application again, and the previous staff reports, I am troubled by the many aspects of this application that are out of line with Galiano's official community plan. One aspect I would like to address is the Split Zoning. The OCP states:

BL237 13.9 The creation of a lot lying within two or more zones must be is prohibited.

How does this apply to this application as it clearly states we are not to support a split zoning?

2. It is continually said that there is no such thing as precedent; that each application is unique. However, in the initial staff report, precedent was used as the rationale to allow this property to not have road frontage. In addition, the September 2017 staff report also stated “staff’s position...is also influenced by concerns that a perceived precedent could be set through the use of an (Forest Industrial) variant”. Clearly, precedent is a concern, and I am concerned today that there is absolutely no community benefit attached to this rezoning.

When a property is rezoned or subdivided, because of the increased value, density, or development capacity, the applicant is then asked for community benefit in some form. This is practice throughout Canada, and I’m sure many parts of the world. Examples of community benefit are parks, libraries, bikeways, sustainable forestry covenants, heritage forest, etc. This lot is being rezoned from Forest 1 to a split-zone which allows a commercial industrial area and a dwelling. The previous LTC deemed the existence of a contract yard to be the community benefit. Not only is a contractor’s yard not required to operate indefinitely, but the operating of a business on the Island does not sufficiently meet the requirements for community benefit. The LTC should be asking for a permanent community benefit to ensure that not only the current residents of Galiano benefit from the upgrade to this lot designation, but also the future residents. This LTC should be aware that a perceived precedent, or expectation, may occur should we not take care to ensure due process with this application. Currently, when forest lots zoned F1 rezone to F3, which enables a dwelling on the lot and no commercial or economic activity, the community benefit is a sustainable forestry covenant. How then is it equitable to those who rezone to F3, to not also request that of a forest lot rezoning to light industrial?

3. I do not support using public money to advance an application that does not meet the standards set forward in the OCP Forest Policies 3. (k *(The fragmentation of Forest-designated lands by roads or other service or communication corridors shall be minimized)* and Land Transportation 1.1 w) iii). *(follow existing road corridors)."*

CARRIED

By general consent the minutes were adopted as amended.

6.2 Section 26 Resolutions Without Meeting Report

none

6.3 Advisory Planning Commission Minutes

none

7. BUSINESS ARISING FROM MINUTES

7.1 Follow-up Action List Dated May 2019

Received for information.

8. DELEGATIONS

none

9. CORRESPONDENCE

Correspondence received concerning current applications or projects is posted to the LTC webpage

9.1 S. Brands - Email Correspondence Re: Cell Phone Topic & Road Signs

Received for information.

10. APPLICATIONS AND REFERRALS

10.1 GL-RZ-2017.1 (Stevens) Covenant – Discussion

Regional Planning Manager (RPM) Kojima summarized the staff report.

10.2 CLOSED MEETING (Distributed Under Separate Cover)

10.2.1 Motion to Close the Meeting

GL-2019-047

It was Moved and Seconded,

that the meeting be closed to the public in accordance with the Community Charter, Part 4, Division 3, 90(f), (g), and (i) bylaw enforcement, litigation or potential litigation, and legal advice, AND that staff attend the meeting.

CARRIED

10.4 Recall to Order

Chair Rogers recalled the meeting to order at 1:53 p.m.

10.5 Rise and Report

N/A

GL-2019-048

It was Moved and Seconded,

that the Galiano Local Trust Committee request the applicant to provide an ecosystem-based sustainable forestry covenant on the remaining F1 zoned land and that the road reservation be the Georgia View extension in its entirety.

CARRIED

Chair Rogers Opposed

GL-2019-049

It was Moved and Seconded,

That the Galiano Local Trust Committee rescind Motion GL-2019-037 passed May 6th, 2019.

CARRIED

11. LOCAL TRUST COMMITTEE PROJECTS

11.1 Short Term Vacation Rentals (STVR) Review Project - Staff Report

The LTC discussed the impact of STVRs on affordable rental housing and how it affects groundwater.

Island Planner Smith mentioned that there are 2 types of allowable STVRs:

1. Not living on property, which require a TUP.
2. Owner or operator living on property in suite or cottage, which is a home occupation.

Maps of STVR operators both living off and on property were requested.

GL 2019-050

It was Moved and Seconded,

that the Galiano Local Trust Committee amend the project charter to add the words '*and ground water resources*' to the second bullet under objectives and to add William Shulba, Freshwater Specialist, to the project team and to change the date March 31, 2019 to read March 31, 2020 under the date column.

CARRIED

GL-2019-051

It was Moved and Seconded,

that the Galiano Local Trust Committee

- a) endorse the attached Galiano Island Short Term Vacation Rental (STVR) Review Project Charter as amended and associated scope of work, timelines and budget;
- b) Direct staff to begin working on Galiano Island STVR Review Project deliverables.

CARRIED

12. REPORTS

Trustee Wolverton discussed the climate change emergency, emergency routes, and implications for Galiano's OCP.

GL-2019-052

It was Moved and Seconded,

that Galiano Local Trust Committee hold a Community Information Meeting in order to review the Covenant including comprehensive mapping, the location and construction of a rough road, its connectivity to the roads leading to properties beyond and a Statutory Right of Way for emergency access.

WITHDRAWN

The LTC asked for clarification from RPM Kojima on documents, maps and emergency routes. Discussions were had about current applications and the applicant's rights.

12.1 Work Program Reports

12.1.1 Top Priorities Report Dated May 2019

12.1.2 Projects List Report Dated May 2019

Received for information.

12.2 Applications Report Dated May 2019

none

12.3 Trustee and Local Expense Report Dated March 2019

Chair Rogers mentioned that the LTC was under spent on the last budget.

12.4 Adopted Policies and Standing Resolutions

GL-2019-053

It was Moved and Seconded,

that the Local Trust Committee seek to engage in Reconciliation with local First Nations, governments and the island community by honouring the Truth and Reconciliation Commission (TRC) Calls to Action, United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP), Draft Principles that Guide the Province of British Columbia's Relationship with Indigenous Peoples, and Islands Trust First Nations Engagement Principles, the Local Trust Committee endeavours to:

- a) Annually, write a letter to First Nations, (re)introducing trustees and staff and provide a schedule of known Local Trust Committee meetings for the upcoming year, as well as, provide an update of current projects and advocacy activities;
- b) For various Local Trust Committee meetings, invite First Nations to attend meetings; as well as, provide a traditional welcome to their territory if they would like;
- c) Work with First Nation governments on cooperative initiatives, including and not limited to, language, place names, territorial acknowledgements, and community education on Coast Salish and local First Nations' cultural heritage and history;
- d) Work with First Nation governments on engagement principles for inclusive land use, marine use, and climate change planning; advocacy, protection and stewardship; and knowledge and information sharing protocols;
- e) Establish and maintain government-to-government dialogue with First Nations, now and into the future, based on respect and recognition of Aboriginal rights and title, treaty rights, and First Nations' traditional territories within the Islands Trust Area.

CARRIED

12.5 Local Trust Committee Webpage

No comments were made.

12.6 Trustee Report

Trustee Rockafella thanked William Shulba for the Groundwater and Coastal Douglas Fir workshop this past weekend.

Trustee Wolverton said that the workshop was well attended and over 300 people watched the live stream on Facebook. Fees for planning were discussed.

12.7 Chair's Report

Chair Rogers confirmed that on June 18-20 there will be a Trust Council meeting at the South Hall. It will include:

- How to make Trust Council more relevant;
- 3 large projects:
 - Trust Policy Statement.
 - Reconciliation Action Plan.
 - Climate action work that we're doing.

It will be an open meeting other than a short In-Camera session and will include a Town Hall.

12.8 Islands Trust Conservancy Report

none

13. NEW BUSINESS

13.1 A Standing Resolution on Reconciliation - Email

The resolution was adopted under 12.4.

14. UPCOMING MEETINGS

14.1 Next Regular Meeting Scheduled for July 8, 2019, 12:30 p.m., at the South Community Hall, Galiano Island

15. TOWN HALL

Some members of the public commented that they need transparency in order to have faith in the process with respect to the decisions made by the LTC. It was also noted that the current Trustees are new and are doing a good job. Key topics discussed were: ground water, emergency access, zoning issues, and the OCP.

Sheila Anderson stated that she was firmly opposed to funding applications for more split zones on Galiano.

17. ADJOURNMENT

By general consent the meeting was adjourned at 3:28 p.m.

Dan Rogers, Chair

Certified Correct:

Yasemin Schnorr Von Carolsfeld, Recorder

Follow Up Action Report

Galiano Island

03-Jun-2019

Activity	Responsibility	Dates	Status
1 6.1 Minutes of May 6, 2019 meeting adopted as amended	Maple Hung	Target: 10-Jun-2019	Completed
2 11.1 Short Term Vacation Rentals (STVR) Review Project - Project Charter adopted by LTC as amended update website	Brad Smith Maple Hung	Target: 21-Jun-2019	Completed
3 10.1 Staff to request that applicants provide an ecosystem based sustainable forestry covenant on the F1 lands and that the road reservation be Georgia View extension in its entirety	Robert Kojima	Target: 28-Jun-2019	Completed
4 13.1 Update Standing Policies and Resolutions to include reconciliation resolution and re-post to webpage	Brad Smith Maple Hung	Target: 14-Jun-2019	Completed

DATE OF MEETING: July 8, 2019

TO: Galiano Island Local Trust Committee

FROM: Brad Smith, Island Planner
Southern Team

COPY: Robert Kojima, Regional Planning Manager
Warren Dingman, Bylaw Enforcement Officer

SUBJECT: Report subject: Commercial Vacation Rental Temporary Use Permit
Applicant: Lesley Ann Page
Location: 19120 Porlier Pass Road, Galiano Island

RECOMMENDATION

That the Galiano Island Local Trust Committee approve the issuance of Temporary Use Permit GL-TUP-2019.4 (Page) for a three (3) year period as drafted.

REPORT SUMMARY

The purpose of this report is to consider a Temporary Use Permit (TUP) for a Commercial Vacation Rental within a dwelling unit.

In summary, the above recommendation for the issuance of the TUP is supported as it has not been opposed by neighbouring properties (at the time of writing this report), the rationale is reasonable, it meets the specific guidelines of the OCP, and the guest capacity is reasonable given the size of the property and the existing dwelling.

Additionally, the proposed TUP includes a condition that requires the property-owner to maintain the existing water storage and catchment system to mitigate the potential impact of increased water demand on groundwater resources in the area.

BACKGROUND

The proposal is for a TUP for a Commercial Vacation Rental use within an existing single family dwelling. The proposed TUP is for a term of three (3) years which can be renewed for a further three (3) years by application.

The subject property is located at 19120 Porlier Pass Road. The subject dwelling to be used as a Commercial Vacation Rental is a moderately-sized two story home that contains two bedrooms, a loft and 1.5 bathrooms. The house is sited on a 1.1 hectare parcel that is zoned small lot residential (Figure 1).

Figure 1. Location of Subject Property and Ortho Photo

The proposal for a Temporary Use TUP to allow for a commercial vacation rental within a dwelling unit is consistent with the above policies.

Official Community Plan:

The property is designated as Small Lot Residential (SLR) in the Galiano Island Official Community Plan No. 108, 1995 (OCP). The Guidelines for TUPs for Commercial Vacation Rentals are contained in the Official Community Plan. Conformity of the proposal with these guidelines is analyzed in Attachment 2 – TUP Checklist.

The proposal meets the applicable guidelines contained in Section VII (2)(iii) of the OCP.

Land Use Bylaw

The property is zoned as Small Lot Residential (SLR) in the Galiano Island Land Use Bylaw No. 127, 1999 (LUB). The property is not within the Water Management Area established in the LUB.

Islands Trust Conservancy

This application has no considerations for the Islands Trust Conservancy and has no considerations for the Regional Conservation Plan.

Issues and Opportunities

STVR Policy and Regulation Review

A current top priority of the LTC is to review existing policies and regulations for commercial vacation rentals to address any impacts on affordable housing. This project is underway and is expected to be completed in 2020. Results of the project may further inform the LTC with respect to the approval of future commercial vacation rental TUP requests from property-owners.

TUP Objectives and Guidelines:

The attached 'TUP Checklist' analyzes the proposal for compliance with objectives and guidelines of the OCP. The proposal is compliant. There is potential for some cumulative impacts as there are two other TUP commercial vacation rentals located within 500 m (although one TUP has recently expired and the property owner has indicated they will not be seeking renewal).

Applicant's Rational for the Proposed Use

The applicant identifies that longer term rentals do not cover the costs of owning the property and prohibits the owner from using the dwelling. The application states that the applicant will *"seek families and those wishing for a retreat experience and will guard against guests whose purpose is to party by laying out house rules in our booking process and screening guests informally"*.

Response to Neighbour and Public Notification

At the time of writing, there has been no response to the notification process.

TUP Conditions

The proposed TUP incorporates most of the conditions that have been established in the OCP. The TUP allows for a maximum of six (6) guests. See Attachment 3 – Proposed Temporary Use Permit.

Consultation

TUP Notices were circulated to surrounding property owners and residents on June 21st, 2019. Notice was published in the Driftwood newspaper on June 24th, 2019 (Attachment 4). The notification period will end at 4:30 p.m. on July 3, 2019.

As stated above, staff have received no submissions to date. Any comments received after the writing of this report will be separately distributed to the LTC and brought to the July 8th LTC meeting.

Rationale for Recommendation

The rationale for the staff recommendation is as follows:

- OCP and LUB objectives and guidelines have been met.
- There have been no negative responses from neighbouring properties (at time of writing report).
- The applicant's rationale for applying is reasonable.
- The maximum number of guests is consistent with the OCP guidelines.
- The TUP conditions mitigate the potential for issues to arise from the proposed use.
- There are two other TUP commercial vacation rentals located within 500 m but one TUP has recently expired and the property owner has indicated they will not be seeking renewal.
- A three-year TUP length is consistent with other TUPs issued for commercial vacation rentals.

ALTERNATIVES

The LTC could consider the following alternatives to the above recommendation:

1. Reduce the length of the TUP to two-years to be consistent with recent TUP renewals

The LTC may wish to approve the TUP for less than 3 years; two years to be consistent with recent TUP renewals and in consideration of the STVR regulations review project that is currently underway.

Resolution:

That the Galiano Island Local Trust Committee approve the issuance of Temporary Use Permit GL-TUP-2019.4 (Page) for a two (2) year period.

2. Request further information

The LTC may request further information be provided prior to making a decision. If selecting this alternative, the LTC should describe the specific information needed.

Resolution:

That the Galiano Island Local Trust Committee request that the applicant submit to the Islands Trust further information including: _____

3. Add additional conditions

The LTC may wish to amend the TUP by adding additional conditions. If selecting this alternative the LTC should specify the additional conditions.

Resolution:

That the Galiano Island Local Trust Committee request that the proposed permit be amended by the addition of the following conditions: _____

4. Deny the application

The LTC may deny the application.

Resolution:

That the Galiano Island Local Trust Committee deny application GL-TUP-2019.4 (Page).

Submitted By:	Brad Smith, Island Planner	June 25, 2019
Concurrence:	Robert Kojima, Regional Planning Manager	June 25, 2019

ATTACHMENTS

1. Site Context
2. TUP Checklist
3. Proposed Temporary Use Permit
4. Public Notice
5. Commercial Vacation Rental TUP Location Map

ATTACHMENT 1 – SITE CONTEXT

LOCATION

Legal Description	LOT A, DISTRICT LOT 83, GALIANO ISLAND, COWICHAN DISTRICT, PLAN 32268 EXCEPT THAT PART IN PLAN 42817
PID	001-078-216
Civic Address	19120 Porlier Pass Rd Galiano BC.

LAND USE

Current Land Use	Small Lot Residential
Surrounding Land Use	Small Lot Residential, Rural 2, Visitor Accommodation (Rural Resort)

HISTORICAL ACTIVITY

File No.	Purpose
GL-BP-2014.4	Building permit referral to construct a single family home.
GL-BE-2017.7	Enforcement file opened for potential STVR use – property owner called to confirm property now used as long-term rental – file closed 29/09/17

POLICY/REGULATORY

Official Community Plan Designations	Small Lot Residential A very small portion of the lot, likely within the back lot setback, is covered by a steep slope DPA.
Land Use Bylaw	Galiano Island Land Use Bylaw No. 127
Other Regulations	Development permit was issued in 2014 under the condition that the landowner would remove the shed in the setback. No structures were observed in setbacks during a site visit on June 17, 2019. A STVR bylaw infraction complaint was registered June 7, 2017. Property owner called to confirm property now used as long-term rental – file closed 29/09/17 There are currently no bylaw enforcement tickets associated with this file.
Covenants	None
Bylaw Enforcement	See above

SITE INFLUENCES

Islands Trust Conservancy	This application has no considerations for the Islands Trust Fund
Regional Conservation Strategy	This application has no considerations for the Regional Conservation Plan
Species at Risk	None identified
Sensitive Ecosystems	The property has some mature forest at the at the back of the property.
Hazard Areas	None identified

Z:\09 Current Planning\04 GL\3540 TUP\25 Applications (P)\2019\GL-TUP-2019.4 (Page)\06 Staff Reports\Appendix\Attachment 1 - Site Context GL-TUP-2019.4 (Page).docx

Archaeological Sites	There are no identified archeological sites on the property. However there is a site located on the property across the road and a number of areas of archeological potential on the site itself. Notwithstanding the foregoing, and by copy of this report, the owners and applicant should be aware that there is still a chance that the lot may contain previously unrecorded archaeological material that is protected under the <i>Heritage Conservation Act</i>. If such material is encountered during future development, all work should cease and Archaeology Branch should be contacted immediately as a <i>Heritage Conservation Act</i> permit may be needed before further development is undertaken. This may involve the need to hire a qualified archaeologist to monitor the work.]
Climate Change Adaptation and Mitigation	There is no development associated with this application therefore GHG emission changes resulting from approval and anticipated or possible climate change include mainly the increase in the use personal motor vehicles by guests travelling to the property and for transport on the island during their stay.
Shoreline Classification	Not Applicable

ATTACHMENT 2: TUP Checklist for Commercial Vacation Rental
GL-TUP-2019.4 (Page)
19120 Porlier Pass Road

Guidelines	Comments
Overall TUP Guidelines	
a) Time Period - For the purpose of a temporary use permit, “commercial vacation rental” means the use of <i>residence</i> as temporary commercial accommodation for a period of less than a month at a time by persons, other than the owner or a permanent occupier. Note: by standing resolution: the LTC will consider only one dwelling per lot for CVR use.	The owners are interested in utilizing the dwelling for commercial vacation rentals when they are not using the property themselves.
b) Cumulative Effects - The Local Trust Committee should consider the cumulative effects on the neighborhood and Island of all the temporary use permits issued for commercial vacation rentals.	There is one active TUP (i.e. ‘Humphry’) for Commercial Vacation Rental use within a 500 metre radius of the subject property and one that has recently expired (i.e. Calvert) – the property owner has indicated this TUP will not be renewed.
c) Residential Appearance - The Local Trust Committee may consider issuance of a temporary use permit for a commercial vacation rental provided the proposal would not alter the residential appearance of the residence.	No alterations are proposed.
d) Neighbour Concerns - The Local Trust Committee may require mitigating measures to address neighbours’ concerns, such as retention of existing screening and fencing, or installation of additional screening.	At the time of writing, notification has not generated any comments.
e) Water Supply - The landowner should demonstrate an adequate supply of water and septic capacity for the duration of the proposed use.	The property is not within a Water Management Area. Water is collected from a spring at the back of the property and rain water collection. The system includes a 1500 litre cistern and, two large water tanks that hold about 15,000 litres and a small tank for initial rain collection. The water is potable. It is filtered and subject to UV light.
Note: By standing resolution, the LTC has resolved that permits being considered in Water Management Areas* should include conditions requiring cisterns with a minimum capacity of 16,000 litres and a water meter.	
	A condition that “the property owner must retain the existing 1500 litre rain collection tank and two water storage tanks with total capacity of 15,000 litres” is included in the Draft Permit.
f) Parking - the landowner should demonstrate that the property is able to accommodate off-street parking for a minimum of two vehicles	A minimum of two (2) spaces is a condition in the Draft Permit.

Guidelines	Comments
	A site visit on June 17, 2019 confirmed adequate parking exists.
Permit Conditions	
g) Conditions - In addition to any other conditions the LTC may consider appropriate, the permit may:	
i. require that the owner or other contact be available on Galiano by telephone 24 hours/day, seven days per week and include the name and contact information in the conditions of the permit	Condition in Draft Permit.
ii. require the owner or manager to provide neighbours within a 100 metre radius of the vacation rental with the owner or manager's phone number, and a copy of the temporary use permit	Condition in Draft Permit.
iii. require the landowner to post for guests information on noise bylaws, water conservation, fire safety, storage and disposal of garbage and recycling, septic care and control of pets (if pets are permitted), and remind guests that the property is located in a residential area	Condition in Draft Permit.
iv. establish a maximum number of people that can stay	Maximum of 6 is a condition in Draft Permit.
v. establish a maximum number of guests per bedroom	Maximum of 2 is a condition in Draft Permit.
vi. prohibit camping or occupancy of RVs on the property	Condition in Draft Permit.
vii. restrict advertising to one unilluminated sign, with a maximum area	0.4 m ² , unilluminated and on subject property as a condition in Draft Permit.
viii. prohibit the rental or provision of motorized personal watercraft	Condition in Draft Permit.
ix. prohibit outdoor fires	Condition in Draft Permit.
x. establish the dates during which the use may occur	The Draft Permit allows the residence to be rented year round.
xi. include a provision stating that the bylaw enforcement officer may enter the property between certain hours without prior consultation if a complaint is received	Between 9 a.m. and 5 p.m. of any day as a condition in Draft Permit.
xii. require that the landowner/operator post for guests emergency service contact information and to provide a means for contacting them	Condition in Draft Permit.
xiii. require the landowner/operator to post contact information and permit information at the entrance to the property	Condition in Draft Permit.
Agriculture Land Reserve	

Guidelines	Comments
h) <i>Agriculture Land Reserve</i> - A temporary use permit respecting a parcel in the Agricultural Land Reserve may require the approval of the Agriculture Land Commission prior to the permit being issued.	N/A - The property is not located within the Agricultural Land Reserve.

***Water Management Areas** – as established on Schedule C of the *Galiano Island Land Use Bylaw No. 127, 1999*



Islands Trust

**GALIANO ISLAND LOCAL TRUST COMMITTEE
TEMPORARY USE PERMIT GL-TUP-2016.4 (Page)**

19120 Porlier Pass Rd Galiano BC

To: Lesley Page

1. This Permit applies to the land described below:

Lot A, District Lot 83, Galiano Island, Cowichan District, Plan 32268 except that part in plan 42817 (PID: 001-078-216), 19120 Porlier Pass Rd Galiano BC

2. This Permit is issued for the purpose of permitting the owner to conduct the following use on their property:

- a) a Commercial Vacation Rental within the Dwelling Unit.

3. The Permit is subject to the following conditions:

- a) the property owner or other contact person be available on Galiano Island by telephone 24 hours/day, seven days per week. The name and contact number of property owner and on island contact person must be provided to guests upon arrival;
 - b) the property owner or Commercial Vacation Rental operator must provide neighbours within a 100 metre radius of the vacation rental with the contact persons phone number, and a copy of the temporary use permit;
 - c) the property owner or Commercial Vacation Rental operator must post for guests information on noise bylaws, water conservation, fire safety, storage and disposal of garbage and recycling, septic care, and control of pets. The guest information must also remind guests that the property is located in a residential area;
 - d) the property owner must retain the existing 1500 litre rain collection tank and two water storage tanks with total capacity of 15,000 litres;
 - e) the maximum number of guests is limited to six (6) persons;
 - f) the maximum number of guests per bedroom is two (2) persons;
 - g) camping and occupancy of recreational vehicles are prohibited;
 - h) a maximum of one sign unilluminated not exceeding a total sign area of 0.4 square metres advertising the Commercial Vacation Rental is permitted. The sign must be located on the lot occupied by the Commercial Vacation Rental use;
 - i) the rental or provision of motorized personal watercraft is prohibited;
 - j) all outdoor fires are prohibited;
 - k) the owner must provide parking for a minimum of two (2) vehicles on the property;

- l) outdoor lighting must not be directed onto surrounding properties;
 - m) the property owner or Commercial Vacation Rental operator must post for guests emergency service contact information and to provide a means for contacting them;
 - n) the property owner or Commercial Vacation Rental operator must post name and contact number of property owner and on island contact person, and permit information at the entrance to the property; and
 - o) the holder of this Permit, will be held accountable for any violation of the conditions of this Permit. The Islands Trust Bylaw Investigations Officer may enter the property between the hours of 9:00 am and 5:00 pm on any day without prior consultation with the holder of the Permit, or commercial vacation renter for the purpose of investigating a complaint.
4. This permit is valid for three (3) years from date of issuance of the permit and upon expiry of the permit the owner of the site shall discontinue the temporary use to the satisfaction of the Islands Trust.
5. This permit is not a building permit and does not remove any obligation on the part of the permittee to comply with all other requirements of "Galiano Island Land Use Bylaw No. 127, 1999" and to obtain other approvals necessary for completion of the proposed development, including approvals from the Capital Regional District, Vancouver Island Health Authority and Ministry of Transportation and Infrastructure.

AUTHORIZING RESOLUTION PASSED BY THE GALIANO ISLAND LOCAL TRUST COMMITTEE THIS 8th DAY OF JULY, 2019.

Corporate Secretary, Islands Trust

Date of Issuance



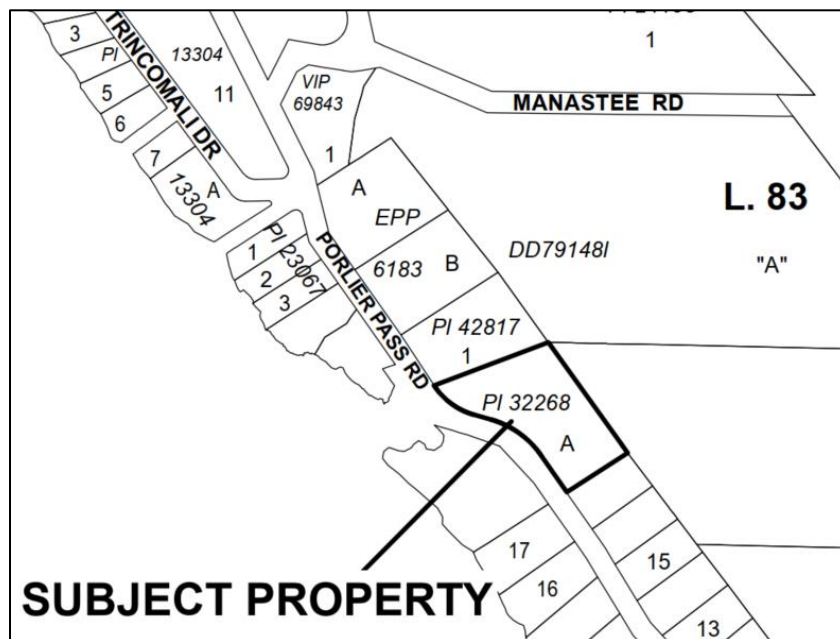
Islands Trust

**NOTICE
GALIANO ISLAND LOCAL TRUST COMMITTEE
GL-TUP-2019.4**

NOTICE is hereby given that the Galiano Island Local Trust Committee will be considering a resolution allowing for the issuance of a Temporary Use Permit pursuant to Section 493 of the *Local Government Act*. The proposed permit would apply to LOT A, DISTRICT LOT 83, GALIANO ISLAND, COWICHAN DISTRICT, PLAN 32268 EXCEPT THAT PART IN PLAN 42817 (PID: 001-078-216) - **19120 Porlier Pass Rd.**

The purpose of this temporary use permit would be to permit "commercial vacation rental" in the dwelling on the subject property. The establishment of the temporary use would be subject to a number of conditions specified in the permit. The permit would be issued for up to three years and the owner may apply to the Galiano Island Local Trust Committee to have it renewed once for up to an additional three years.

The general location of the subject property is shown in the following sketch:



A copy of the proposed permit may be inspected at the Islands Trust Office, #200 - 1627 Fort Street, Victoria, B.C., V8R 1H8, between the hours of 8:30 a.m. and 4:30 p.m., Monday to Friday inclusive, excluding Statutory Holidays, commencing, **June 21, 2019** and up to and including **July 3, 2019**.

For the convenience of the public only, and not to satisfy Section 494(1) (a) of the *Local Government Act*, additional copies of the Proposed Permit may be inspected at various Notice Boards on Galiano Island, B.C., commencing, **June 21, 2019**.

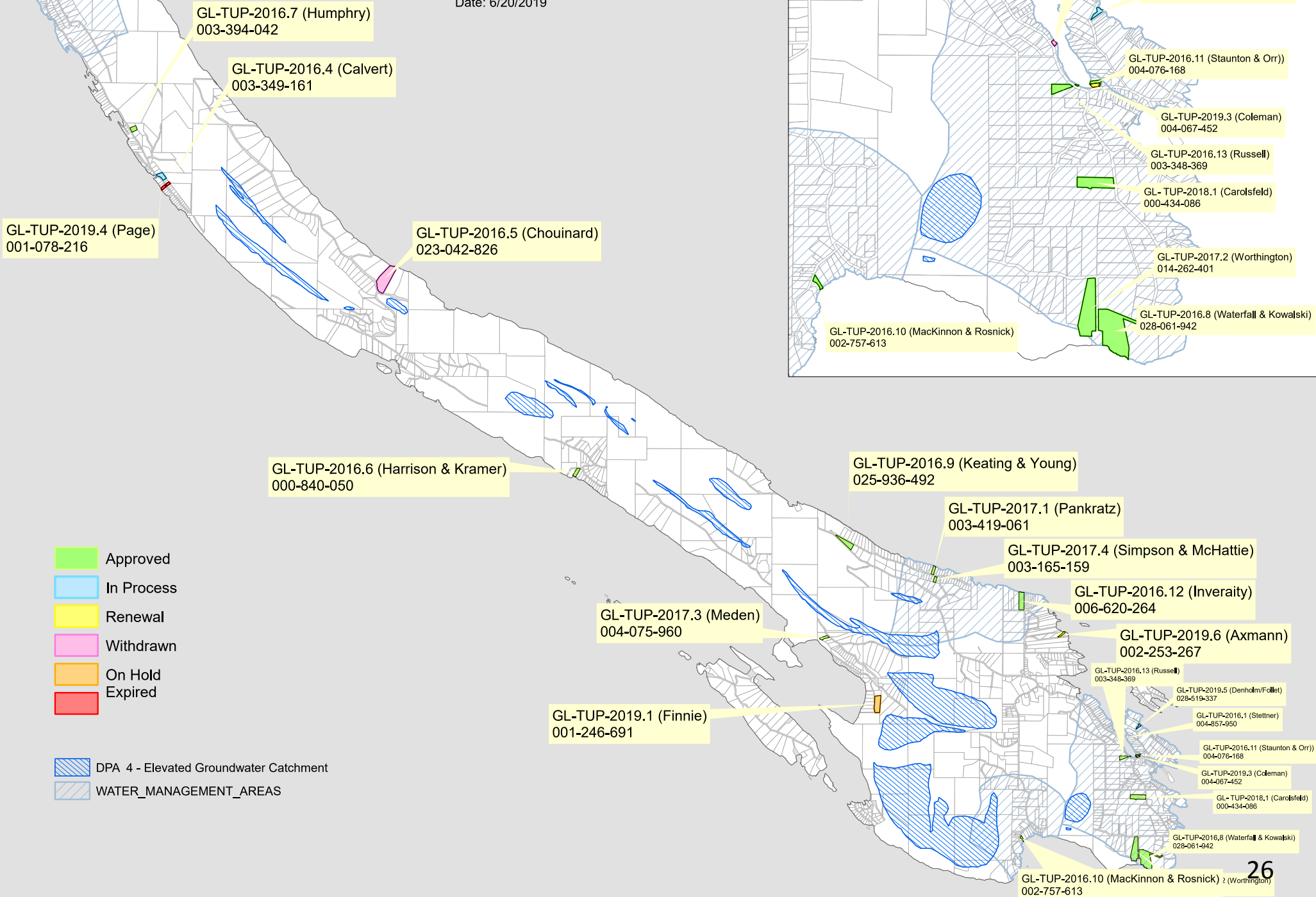
Enquiries or comments should be directed to Brad Smith, Island Planner at , for Toll Free Access, request a transfer via Enquiry BC: In Vancouver 660-2421 and elsewhere in BC 1-800-663-7867; or by fax (250) 405-5155; or by email to: information@islandstrust.bc.ca, before **4:30 p.m., July 3, 2019**. The Galiano Island Local Trust Committee may consider a resolution allowing for the issuance of the permit during the regular business meeting starting at **12:30 p.m., July 8, 2019**, at the South Community Hall, 141 Sturdies Bay Rd, Galiano Island, BC.

All applications are available for review by the public. Written comments made in response to this notice will also be available for public review.

Sharon Lloyd-deRosario
Deputy Secretary

Temporary Use Permits (TUPs) for Commercial Vacation Rentals

Date: 6/20/2019





File No.: GL-RZ-2017.1 (Stevens)

DATE OF MEETING: July 8, 2019
TO: Galiano Island Local Trust Committee
FROM: Robert Kojima, Regional Planning Manager
Southern Team

SUBJECT: GL-RZ-2017.1 (Stevens) Bylaws 265 and 266
Applicant: Fred and Isobel Stevens
Location: 303 Betty Ann Drive

RECOMMENDATIONS

1. THAT the Galiano Island Local Trust Committee endorse the replacement reference plan prepared by Peter Thomson dated May 22, 2019 and designate the Chair to sign the documents amending the s. 219 covenant road reservation covenant registered on District Lot 37.

REPORT SUMMARY

The purpose of this report is to provide the Galiano Island Local Trust Committee (LTC) with an update on proposed changes to the road reservation covenant associated with the rezoning application.

BACKGROUND

The application was initiated in 2017 to amend the zoning and land use designation on the F1 zoned lot to permit the existing contractor yard and an accessory dwelling on a portion of the property. As a condition of consideration of adoption of the bylaws, the LTC resolved that the applicant enter into a covenant with the LTC, acceptable to the Ministry of Transportation (MoTI) to reserve future road dedication consistent with the OCP Road Network Plan and Transportation policies. The LTC held a public hearing on Bylaws 265 and 266 in July 2018. The OCP amendment bylaw was approved by the Minister of Municipal Affairs and Housing on October 22, 2018. The covenant was subsequently executed by all parties (LTC Chair, applicant and MoTI) and submitted for registration.

s. 219 Covenant

Islands Trust legal counsel prepared the covenant, based on the direction of the LTC, and agreed to by the applicant and MoTI. It includes the following key elements:

- Establishes reserved areas for future highway dedication and/or emergency access routes.
- Provides an option to purchase (for a dollar) the reservation area by the Province.
- Provides for the Province to acquire the reservation area as a highway.
- Allows for portions of the reserved area that may not be required by the Ministry for a highway, to be granted as a statutory right of way for emergency access or as a trail.
- Prohibits future subdivision and restricts hours of operation of the business.

Further background and analysis of the application is available in previous staff reports posted on the [webpage](#). At the February meeting the LTC considered the application and adopted the following resolution:

GL-2019-002

It was Moved and Seconded,

that the Galiano Island Local Trust Committee hold the application in abeyance and that staff be directed to work with applicant to amend the covenant to:

- Provide connectivity between the two road reservations areas on DL 37.
- Grant a statutory right-of-way for emergency access as a condition for rezoning.
- Consider changing the location for the Georgia View extension (Road Reservation #2).

CARRIED

Following the February meeting, staff and trustees conducted a site visit to review the reservation areas established in the covenant and to familiarize themselves with the site. The applicants submitted a revised road reservation plan which would replace the two plans attached to the current covenant. The revised plan would:

- Change the stream crossing to avoid the gully at the north end of the property to instead cross at the location of an old crossing further south.
- Join the north-south access route on DL 37, rather than merging on DL 38 as in the existing covenant plans.
- Avoid the gravel pit and unexcavated aggregate to the north of the existing excavation area by retaining the alignment of the future road along the north boundary of the property.

At the May meeting, the LTC endorsed the replacement plan and authorized the expenditure of up to \$4000 to undertake the survey work associated with preparing the plan. The revised plan and related changes that would be required to the covenant are shown in the attached blackline version of the covenant. If the LTC proceeds, a covenant modification document would need to be executed by the Chair.

At the June meeting the LTC rescinded the May resolution and adopted the following:

GL-2019-048

It was Moved and Seconded,

that the Galiano Local Trust Committee request the applicant to provide an ecosystem-based sustainable forestry covenant on the remaining F1 zoned land and that the road reservation be the Georgia view extension in its entirety.

Staff have provided the applicants with the resolution and the applicants have stated that they will not consider either requested change. They indicated that they have made changes requested in February by the LTC to alter the highway reservation route to provide connectivity with the other access route, to change the stream crossing, and to provide a statutory right-of-way to the CRD for emergency access and will not agree to any further changes.

Statutory Right-of-way for emergency access

Following the February meeting and the LTC resolution requesting a statutory right-of-way for emergency access as a condition of rezoning, staff met with local emergency service providers and CRD Emergency Management Program staff. CRD staff and Galiano emergency service providers supported the approach of using a statutory

right-of-way granted to the CRD providing general access for emergency providers and the public. CRD staff subsequently developed a right-of-way document specific to this property, and which could also be a template for other properties (copy attached). The statutory right-of-way has been agreed to by the owners and includes the following key provisions:

- Grants to the CRD, and all members of the public, emergency access and egress across DL 37
- As a statutory right-of-way it is perpetual and would not be affected by changes in land ownership
- It would allow the CRD access to repair and maintain the route
- It would require that the owner provide the CRD with keys to any gates
- Use of the route by the public in an emergency should be under the direction of the CRD
- The CRD would utilize the existing utility road running east–west across the lot (shown on the attached plan) but if the CRD determines that route is not suitable the statutory right-of-way allows the CRD to establish the route elsewhere on the property.
- The statutory right of way would be discharged if Bylaws 265 and 266 are not adopted.

Overlay Map

Trustees also requested mapping showing the various routes proposed on a single plan. The attached plan shows the subject property, displaying:

- OCP Schedule C Road Network Plan highway and emergency access routes
- The area proposed to be rezoned
- The future highway area reserved in the proposed covenant
- The quarry area as per the applicants' site plan
- The route identified by the CRD for emergency access and egress authorized by statutory right-of-way.

Post Public Hearing

As the bylaws have already been subject to a public hearing, the LTC is constrained in hearing new information following the close of the hearing: the LTC may not hear further submissions without holding a new hearing. The principle applies to a covenant as well: prior to the hearing the LTC stated its intention that it would make final approval of the bylaws conditional upon the granting of a covenant that would reserve future highway dedication and emergency access routes, require a statutory right-of-way for trails, restrict future subdivision, and restrict hours of operation. The specifics of the covenant can be discussed by the LTC following the hearing and modifications can be made. However, like a bylaw, the LTC should not receive new information or public input on the covenant, but can receive advice from staff.

ANALYSIS

The revised plan and the proposed emergency access statutory right-of-way did meet the following changes requested by the LTC in the May resolution:

- there would be connectivity between the road reservation areas on DL 37,
- a statutory right-of-way has been prepared that would grant emergency access across the property, and
- the route has been re-aligned to avoid crossing the stream in the gully.

While the proposed route would not follow that designated in the OCP in its entirety, the applicants have been adamant that any future road avoid the gravel pit and potential future excavation area.

However, at the last meeting, the LTC requested that the applicants further modify the road access and also provide a sustainable forest management covenant. The applicants have stated that they are not willing to consider further changes. If the LTC is not prepared to proceed in the absence of those changes, then it should state by resolution that it will not proceed further with the amendments and consequently authorize the Chair to sign documents discharging the current covenant.

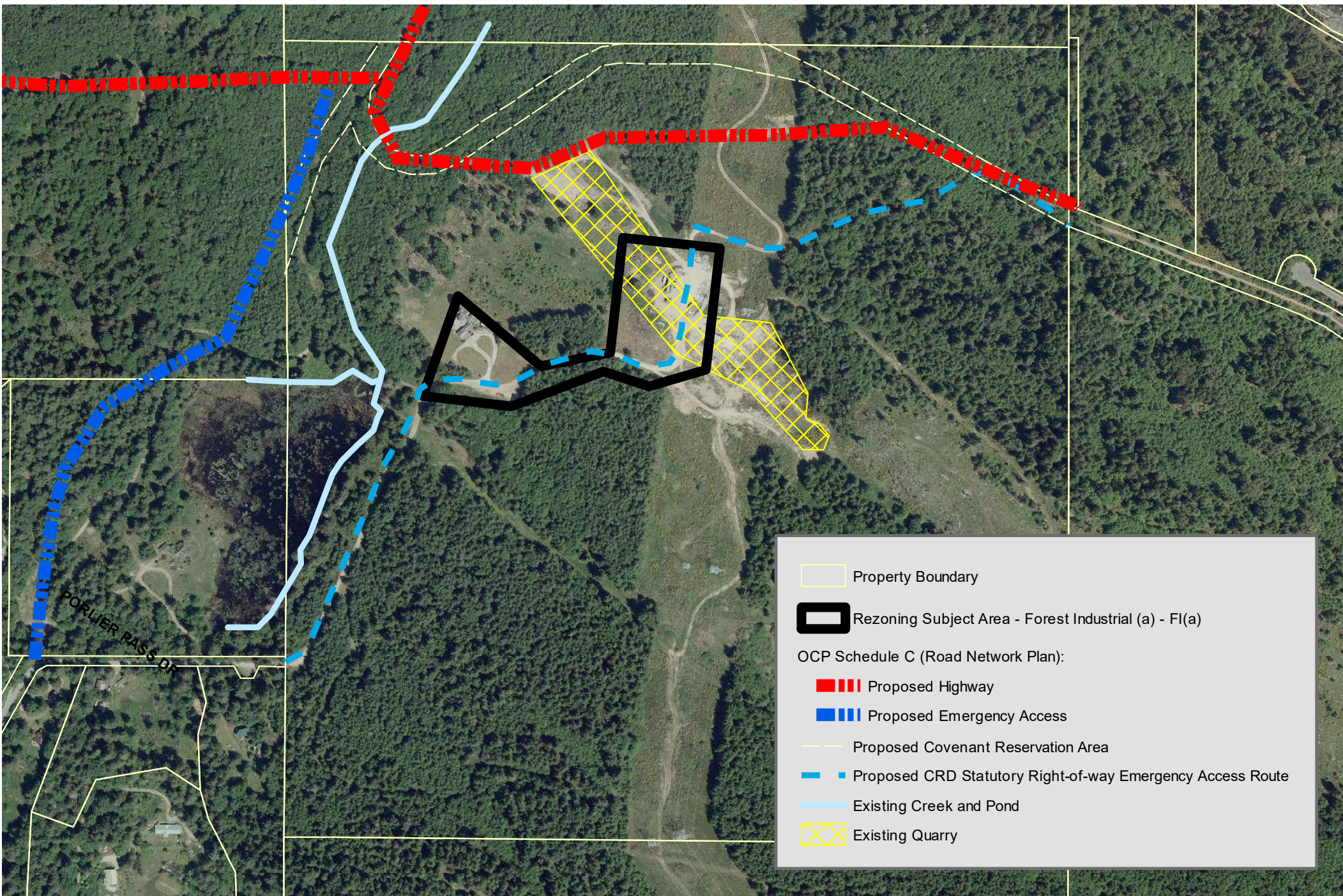
Alternative Resolution

1. That the Galiano Island Local Trust Committee proceed no further with Bylaws 265 and 266 and designate the Chair to sign the documents discharging the s.219 covenant granted to the LTC as a condition of rezoning.

Submitted By:	Robert Kojima Regional Planning Manager	June 25, 2019
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Attachments:

1. Overlay mapping
2. Road reservation plan – EPP58479
3. S.219 covenant – blackline
4. Proposed Statutory Right-of-way



REFERENCE PLAN OF PART OF DISTRICT LOT 37,
GALIANO ISLAND, COWICHAN DISTRICT
PURSUANT TO SECTION 99 (1) (e) OF THE LAND TITLE ACT
FOR COVENANT PURPOSES

BGGS 92B.093

Scale 1:1250



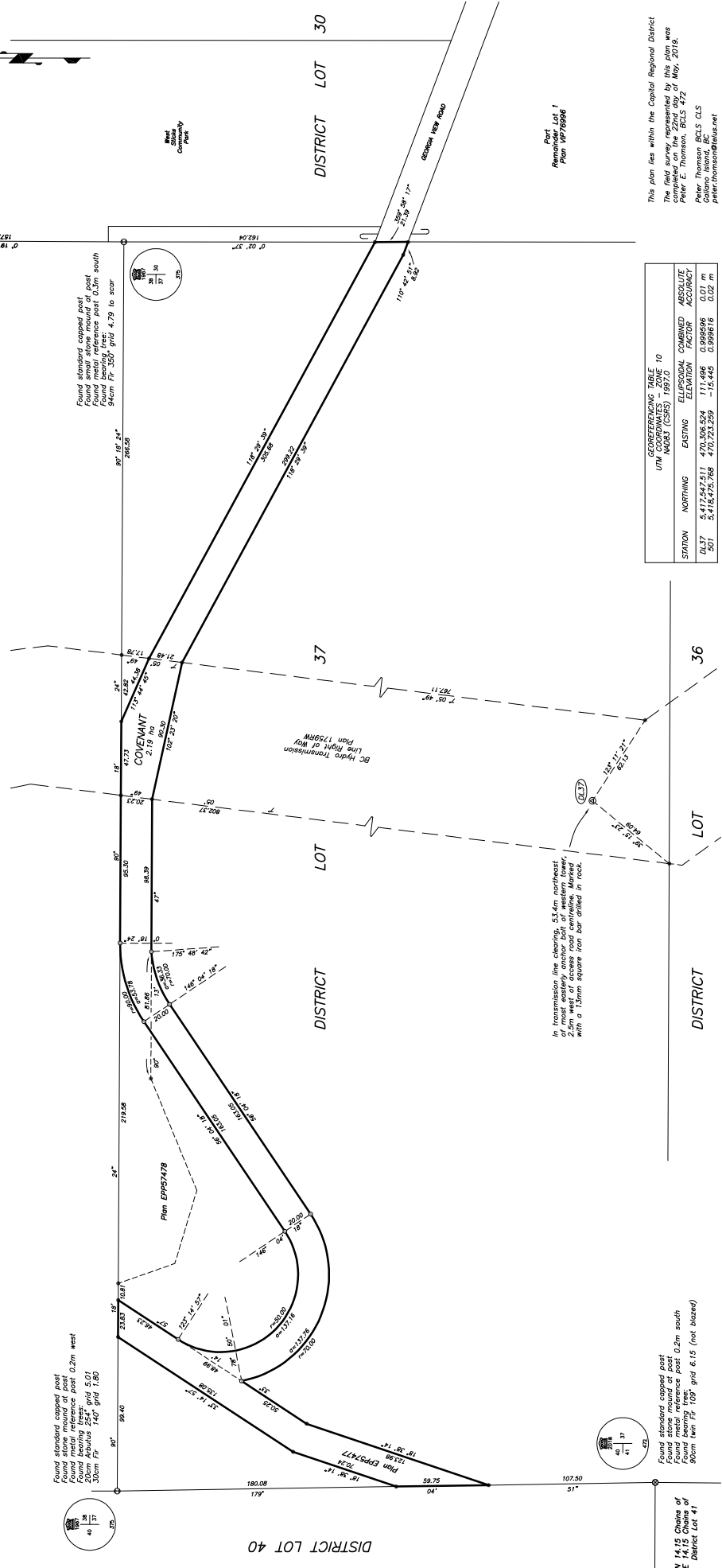
The intended plot size of this plan is 984.00m in width by 258.00m in height (70 square metres) at a scale of 1:1250. Bearings are grid bearings derived from a combined least squares adjustment of conventional measurements and carrier phase GPS observations, and are referred to the central meridian of UTM Zone 10 (123° West). This plan shows horizontal ground level distances. To compute grid distances, from the combined factor in the georeferencing table.

The UTM coordinates and estimated absolute accuracy obtained are derived from 26 hours of dual frequency GPS observations at station OL37, processed using the Precise Point Positioning service of Natural Resources Canada.

LEGEND:

- ⊙ denotes central station placed
- ⊙ denotes standard race post found
- ⊙ denotes standard capped post found
- ⊙ denotes standard iron post placed
- ⊙ denotes georeferenced station name

Found standard capped post
Found stone mound of post
Found metal reference post 0.2m west
Found bearing trees:
Circular 140° grid 5.01
Circular 140° grid 1.80
30cm Fm 250° grid 4.79 to scar



GEOREFERENCING TABLE				
UTM COORDINATES				
MADE (CSRS) 1997.0				
STATION	NORTHING	EASTING	ELIPSOIDAL FACTOR	COMBINED FACTOR
OL37	5,417,442.511	470,706.524	111.496	0.999596
OL37	5,415,442.520	470,706.525	111.496	0.999596

This plan lies within the Capital Regional District
The field survey represented by this plan was
conducted by Peter E. Thomson, B.S.L.S. 922
Peter Thomson B.S.L.S. C.L.S.
Calgary, Alberta, BC
peter.thomson@telus.net

Found standard capped post
Found stone mound of post
Found metal reference post 0.2m south
Found bearing trees:
Circular 140° grid 5.01
Circular 140° grid 1.80
30cm Fm 250° grid 4.79 to scar



TERMS OF INSTRUMENT – PART 2
LAND USE AND HIGHWAY RESERVATION COVENANT AND
OPTION TO PURCHASE

THIS AGREEMENT dated for reference the 27 day of October, 20198

BETWEEN:

Frederick James Stevens and Isobel Kathleen Stevens
(as to an undivided 1/3 interest as joint tenants)
Box 246
Galiano Island, BC
V0N 1P0

("Stevens")

and

DL37 Holdings Ltd., Inc. No. BC0386527
(as to an undivided 2/3 interest)
201-2377 Bevan Avenue
Sidney, BC
V8L 4M9

("DL37")

(Stevens and DL37 are collectively referred to as the "Owner")

AND:

Galiano Island Local Trust Committee
S19, RR
Georgeson Bay Road
Galiano Island, BC
V0N 1P0

("Local Trust Committee")

and

Her Majesty the Queen in Right of the Province of British Columbia, as represented
by Minister of Transportation and Infrastructure,

Parliament Buildings
Victoria, BC
V8V 1X4

(the “Province”)

(Local Trust Committee and the Province are collectively referred to as the
“Grantees”)

GIVEN THAT:

- A. The Owner is the registered owner in fee simple of ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Local Trust Committee in the Province of British Columbia, being more particularly known and described as:
- PID: 009-622-527
District Lot 37, Galiano Island, Cowichan District
- (hereinafter called the “Lands”);
- B. The Owner has applied to the Local Trust Committee to amend the Galiano Island Land Use Bylaw in respect of the Lands so as to enable the Owner to carry on certain commercial uses of the Lands and the Owner has agreed to restrict the commercial use of the Lands as more particularly set out in this Agreement;
- C. It is an objective of the Galiano Island Official Community Plan (the “OCP”) to achieve, over the long term, planned road and emergency access routes based on a road network plan contained in the OCP (the “Galiano Island Road Network Plan”), and the Galiano Island Road Network Plan indicates a portion of the road network within the Lands;
- D. It is a policy of the OCP that the locations of proposed highways and emergency access routes be confirmed at the time of rezoning, and the Local Trust Committee has confirmed that the Reservation Area as defined in this Agreement is a portion of the road network that the OCP seeks to achieve;
- E. It is a policy of the OCP that land that is rezoned to any economic activity zone should have direct frontage and suitable access on a highway classified as Main Rural or Minor Rural, and the portion of the Lands that the Owner has applied to rezone has no such frontage or access but will have such frontage and access at such time as the Reservation Area is dedicated as highway and a roadway is constructed in the Reservation Area;
- F. Section 219 of the *Land Title Act*, R.S.B.C. 1996, c.250, as amended, permits the registration of a covenant of a negative or positive nature in favour of the Local Trust

Committee, in respect of the use of land or buildings, the building on land, or the subdivision of land;

- G. The Owner wishes to reserve the Reservation Area for highway purposes on the terms and conditions contained in this Agreement;
- H. The Owner also agrees to grant to the Province an option to purchase the reserved portion of the Lands in accordance with the terms of this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the premises and promises of this Agreement, the sum of \$1.00 paid by each of the Province and the Local Trust Committee to the Owner, and other good and valuable consideration (the receipt and sufficiency of which are hereby expressly acknowledged by the parties), and pursuant to section 219 of the *Land Title Act*, the parties covenant and agree as follows:

ARTICLE 1 INTERPRETATION

1.1 **Definitions.** In this Agreement, the following terms shall have the meanings set out below unless the context requires otherwise:

- (a) **“Agreement”** means this agreement and all schedules annexed hereto and any amendments hereto or modifications hereof and the terms “hereto”, “herein”, “hereby” and other similar terms are used in reference to this Agreement;
- (b) **“Business Day”** means any day other than Saturday, Sunday, any statutory holiday in the Province of British Columbia or any day on which banks generally are not open for business in Victoria, British Columbia;
- (c) **“LTO”** means the Victoria Land Title Office;
- (d) **“Permitted Encumbrances”** means the following encumbrances registered against the Lands:
 - (i) rights of way registered in favour of British Columbia Hydro and Power Authority under Nos. B73284, L6542, and L6543;
 - (ii) any charges or encumbrance as may be required as a condition of Subdivision (as hereinafter defined); and
 - (iii) the reservations and exceptions contained in the original grant from the Crown; and
- (e) **“Person”** is to be broadly interpreted and includes an individual, a corporation, a partnership, a trust, an unincorporated organization, the government of a country

or any political subdivision thereof, or any agency or department of any such government.

ARTICLE 2 HIGHWAY RESERVATION

- 2.1 **Reservation Area.** The Owner, as the owner in fee simple of the Lands, covenants and agrees with the Grantees that the 2.165-19 ha. portions of the Lands (the “Reservation Area”) outlined in heavy black line and identified as “COVENANT” on the reference plans prepared by Peter Thomson B.C.L.S. deposited concurrently with this Agreement in the LTO under numbers EPP57477 and EPP57478 EPP57479 a reduced copies of which are-is attached to this Agreement as Schedule “A”, are hereby reserved for public highway purposes (the “Highway Reservation Covenant”).
- 2.2 **No Building.** The Owner covenants, promises and agrees that except as expressly permitted by this Agreement, the Reservation Area shall not be developed, encumbered or improved in any way and the Owner shall not cause or permit any construction to be done on or within the Reservation Area.
- 2.3 **Permitted Use.** Nothing in this Agreement prevents the Owner from extracting gravel from the Reservation Area and maintaining on the Reservation Area such buildings, structures, mobile homes and utilities as are, at the date of this Agreement, already erected, placed, installed or maintained thereon (the “Existing Improvements”), on the condition that, if required by the Province in the event the Province exercises the option granted to it in section 3.1 herein, the Owner will be solely responsible for the cost of and will remove the Existing Improvements in accordance with section 2.4. The Owner shall use the Lands in all respects as though the Reservation Area was at all times a dedicated and constructed highway and in particular without restricting the generality of the foregoing, the Owner shall in its use and development of the Lands, comply with the front, side and rear yard setback requirements for buildings or structures constructed upon the Lands set out in the relevant provisions of the Galiano Island Land Use Bylaw as amended from time to time, in all respects as though the Reservation Area was at all times a dedicated and constructed highway.
- 2.4 **Removal of Existing Improvements.** Should the Province give notice to the Owner, the Owner shall, within 60 days of written notice from the Grantee, remove or cause the removal of any and all Existing Improvements then existing on, in, over, under or above the Reservation Area, except as exempted in writing by the Province.
- 2.5 **Removal by Province.** If the Owner fails or refuses to remove any Existing Improvements as provided in section 2.4, the Province may, through its agents and employees, enter onto the Lands at all reasonable times to effect the removal of the Improvements and the costs of removal incurred by the Province shall be a debt owed by the Owner to the Province.

ARTICLE 3 GRANT OF OPTION TO ACQUIRE RESERVATION AREA

- 3.1 **Option.** The Owner hereby grants, under seal, to the Province, the sole and exclusive option (the “Transportation Option”), irrevocable within the time for exercise by the Province herein limited, to acquire the Lands.
- 3.2 **Transportation Option Payment.** At the time of exercising the Transportation Option, the Province will pay to the Owner one dollar (\$1.00).
- 3.3 **Non-Exercise of Option.** The Transportation Option will be null and void and no longer binding upon the parties hereto and the Transportation Option Payment will be retained by the Owner as consideration for the grant of the Transportation Option, if the Transportation Option is not exercised within the time and the manner herein set forth.

ARTICLE 4 EXERCISE OF TRANSPORTATION OPTION

- 4.1 **Exercise of Option.** The Transportation Option may be exercised by the Province for the purpose of providing highway access to lands beyond the Lands at any time during the period commencing on the date of registration of this Agreement in the LTO and ending at midnight on the date which is the fiftieth (50th) anniversary of the date of registration of this Agreement in the LTO, by the Province giving written notice to the Owner (in the manner required for the giving of notices herein).
- 4.2 **Extension of Option.** The parties may, by mutual agreement, prior to the date of expiry of the Transportation Option, extend the date for exercise of the Transportation Option.
- 4.3 **Non-Exercise of Option.** The parties acknowledge that the Province may elect not to exercise the Transportation Option for any reason.
- 4.4 **Site Profile.** The Owner will provide the Province with a site profile of the Lands, as required under the *Environmental Management Act* or any successor legislation, within five business days of the date the Transportation Option is exercised by the Province.

ARTICLE 5 COMPLETION

- 5.1 **Binding Contract.** If the Transportation Option is exercised in the manner herein provided, this Agreement will become a binding contract of purchase and sale of the Reservation Area on the terms and conditions of this Agreement.
- 5.2 **Completion Date.** The sale will be completed upon the terms herein contained on the date (the “Transportation Completion Date”) chosen by the Province, provided that the Transportation Completion Date must be at least 10 days after satisfaction of the condition precedent and the Transportation Completion Date must not be more than 182 days after the date on which the Province exercises the Transportation Option.

- 5.3 **Purchase Price.** The purchase price (“Purchase Price”) for the Reservation Area will be one dollar (\$1.00).
- 5.4 **Condition Precedent: Subdivision.** It is a condition precedent to the purchase and sale that, within 182 days after the Province exercises the Transportation Option, a subdivision plan (the “Subdivision Plan”) be executed by all required signatories and approved by the Approving Officer and by any other approving authorities, to subdivide the Reservation Area from the Lands, or such portion of the Reservation Area as the Province may determine is required for highway purposes.
- The Subdivision Plan shall be a highway dedication plan under section 107 of the *Land Title Act* and the Owner shall arrange for all chargeholders to execute the Subdivision Plan and the Permitted Encumbrances shall not appear on title, but the Province accepts that the works and undertakings of the Permitted Encumbrances are permitted on and within the Reservation Area.
- Subdivision is a condition precedent for the benefit of both parties and this condition may not be waived.
- 5.5 **Effect of Condition.** If the above condition precedent is satisfied and the party benefiting from the condition gives notice to the other party by the date so specified, this Agreement will become an unconditional contract for the purchase and sale of the Reservation Area or portion thereof.
- 5.6 **Subdivision Obligations.** Upon the exercise of the Transportation Option by the Province, the Province shall, at its own cost, apply for subdivision approval and prepare the Subdivision Plan.
- 5.7 **Subdivision Requirements.** The Owner will execute the Subdivision Plan and cause it to be executed by all Persons required to sign it. The Owner will take all steps to facilitate the Subdivision, including the execution of registrable documents required by the Approving Officer. The Owner acknowledges that nothing in this Agreement commits the Approving Officer to approve the Subdivision Plan.
- 5.8 **Possession.** Upon completion of the sale and purchase of the Reservation Area or portion thereof, the Province will have vacant possession of the area free of all liens, charges and encumbrances, but subject to the works and undertakings of the Permitted Encumbrances.
- 5.9 **Adjustments.** The parties agree that there will be no adjustments as to taxes or any other matters normally adjusted between a vendor and purchaser on the sale of real property in British Columbia between them with regard to the transaction contemplated by this Agreement.

- 5.10 **Risk.** The Reservation Area will be at the Owner's risk until the acceptance of the Transfer (if applicable) and the Subdivision Plan for registration in the LTO and thereafter at the Province's risk.

ARTICLE 6 CLOSING PROCEDURE

- 6.1 **Closing Documents.** The Province will cause the Province's solicitors to prepare and present to the Owner or its solicitors a GST certificate signed by the Province in the form attached as Schedule "B" hereto and the following closing documents:
- (a) the Statutory Declaration (as defined in section 9.2(f));
 - (b) such other appropriate documents and assurances as may be requisite in the opinion of the Province's solicitors for more perfectly and absolutely transferring title to the Reservation Area or portion thereof to the Province.
- 6.2 **Delivery of Documents.** Before the Transportation Completion Date, the Owner will deliver or cause its solicitors to deliver to the Province's solicitors the closing documents to be executed by the Owner, all executed and in registrable form, as applicable.
- 6.3 **Closing Procedure.** The conveyance of the Reservation Area or portion thereof by the Owner to the Province will be completed in accordance with the following procedure:
- (a) after receipt of the documents from the Owner, the Province, at its own cost, will cause its solicitors to apply to register the following in the LTO on the Transportation Completion Date, upon receipt of a satisfactory pre-index search of the Lands:
 - (i) the Subdivision Plan;
 - (ii) discharge of the Transportation Option from the remainder of the Lands;
 - (iii) discharge of the Highway Reservation Covenant; and
 - (iv) other charges required as a condition of Subdivision;
 - (b) following the applications referred to in the subsection above and upon receipt by the Province's solicitors of a title search of the remainder of the Lands showing full registration of the Subdivision Plan, the Province will cause its solicitors to deliver to the Owner's solicitors a trust cheque for the Purchase Price.

ARTICLE 7 GRANT OF STATUTORY RIGHT OF WAY

- 7.1 In the event that the Province exercises the Transportation Option in respect of a portion of the Reservation Area, the Owners shall grant a statutory right of way for emergency

vehicular access in respect of the remaining portions of the Reservation Area in the form of Schedule “C”.

- 7.2 In the event that the Province exercises the Transportation Option in respect of a portion of the Reservation Area, the Owners shall grant a statutory right of way for trail purposes in respect of the remaining portions of the Reservation Area in the form of Schedule “D”.
- 7.3 The statutory rights of way provided for in this Article 7 shall be granted to the Local Trust Committee for nominal consideration and in priority to all financial charges, within 30 days of the date on which the Province exercises the Transportation Option, and the cost of preparing and registering the required instruments in the LTO shall be for the Owner’s account. The Owners acknowledge that the Local Trust Committee may transfer or assign any such statutory right of way to the Capital Regional District or another entity satisfactory to the Local Trust Committee or designate that entity as the initial grantee of the statutory right of way.

ARTICLE 8 RESTRICTIONS ON SUBDIVISION AND COMMERCIAL USE

- 8.1 The subdivision and land use covenants granted in this Article are hereinafter called the “Subdivision and Use Covenants”.
- 8.2 The Owner covenants with the Local Trust Committee not to subdivide the Lands by subdivision plan, strata plan or otherwise, except as contemplated by Article 5 of this Agreement or as permitted by the Land Use Bylaw from time to time.
- 8.3 The Owner covenants with the Local Trust Committee not to operate any business on the Lands on any Sunday, or outside the hours of 6:00 in the morning to 7:00 in the evening, provided that the Owner may, at any time:
- (a) operate one truck on the Lands, provided that it has a gross vehicle weight (GVW) not exceeding 10,000 kg;
 - (b) conduct forestry activities on the Lands;
 - (c) conduct any commercial activity on the Lands the timing or scheduling of which is dictated by emergency circumstances including the existence of forest fire hazards, weather conditions, ferry schedules or marine tides; and
 - (d) operate a signalling device such as a vehicle motion alarm, where such operation is necessary to maintain safety.

ARTICLE 9 OWNER’S COVENANTS AND REPRESENTATIONS AND WARRANTIES

- 9.1 **Owner’s Covenants.** The Owner covenants and agrees that it will:

- (a) permit the Province and the Province's employees, engineers, agents, surveyors and advisors to carry out such inspections, tests, studies, surveys and other investigations of the Reservation Area as the Province may require (including for determining the Owner's compliance with the Highway Reservation Covenant) and will provide reasonable cooperation and assistance to the Province and its consultants in conducting such investigations;
- (b) cooperate with the Province and its consultants in allowing the Province, at the Province's sole cost and expense, to conduct environmental tests or audits of the Reservation Area and provide to the Province or its consultants all information in its possession or control or to its knowledge relating to those areas;
- (c) maintain in force insurance covering loss or damage to the Lands and covering public liability, in both cases against such risks and to such limits as are in accordance with prudent business practice and suitable to the Lands; and
- (d) preserve the Lands intact as would a prudent owner during the term of this Agreement.

9.2 **Owner's Representations and Warranties.** The Owner represents and warrants to the Province as representations and warranties that are true at the date hereof and will be true at the Transportation Completion Date that are to continue and to survive the purchase of the Reservation Area, regardless of any independent investigations that the Province may cause to be made, that, subject to the limitations, if any, expressed herein:

- (a) the Owner has good and marketable title to the Lands and the Province will have good and marketable title to the Reservation Area on the Transportation Completion Date, free and clear of all liens, claims, charges and encumbrances other than the Permitted Encumbrances;
- (b) DL37 is a body corporate duly incorporated and validly existing under the laws of British Columbia and duly qualified to own and sell the Reservation Area with full power and authority and capacity to enter into this Agreement and to carry out the transactions contemplated herein;
- (c) DL37 is in good standing with the Office of the Registrar of Companies for British Columbia, has made all necessary filings required by the *Business Corporations Act* (British Columbia) and has never been struck from the register of companies maintained by the Office of the Registrar of Companies for British Columbia;
- (d) DL37 has taken all necessary corporate actions on the part of the directors and shareholders to authorize and approve the execution and delivery of this Agreement and the completion of the transactions contemplated herein;

- (e) there is no action or proceeding pending or to the Owner's knowledge threatened against the Owner before any court, arbiter, arbitration panel or administrative tribunal or agency which, if decided adversely to the Owner, might materially affect the Owner's ability to perform the Owner's obligations hereunder;
 - (f) the Owner is not a non-resident of Canada for the purposes of the *Income Tax Act* (Canada) and the Owner will provide the Province with a statutory declaration of this before the Completion Date (the "Statutory Declaration");
 - (g) there is no action, suit, claim or litigation pending or threatened with respect to the Lands or the existing use or occupancy of them and no state of facts exists which could constitute the basis of any such action, suit, claim or litigation;
 - (h) the Owner has not failed to disclose to the Province any material fact or information concerning the Lands of which the Owner is aware; and
 - (i) to the best of its knowledge, the Lands are not and will not be contaminated, there are no environmental orders made in respect of the Lands and the Lands comply and will continue to comply with all environmental laws.
- 9.3 **Owner's Indemnity.** The Owner agrees to indemnify and save harmless the Province and its officers, employees, agents and others from all losses, actions, demands, claims, expenses and harm of any kind which the Province or its officers, employees, agents or others may directly or indirectly suffer in relation to environmental contamination of or from the Reservation Area caused or occurring before the Transportation Completion Date, and this indemnity will survive the transfer of the Reservation Area to the Province.
- 9.4 **No Encumbrances.** The Owner shall not grant or register or permit any new encumbrances of any kind on the Lands which affect or may affect the Reservation Area unless the Owner has obtained the prior written consent of the Province to such encumbrance, which consent may be unreasonably withheld. For clarity, the Province may withhold its consent unless the chargeholder agrees to enter into an agreement with the Province to sign the Subdivision Plan.

ARTICLE 10 REMEDIES

- 10.1 **Equitable Remedies.** The Owner acknowledges that a breach of its obligation to transfer the Reservation Area to the Province subject only to Permitted Encumbrances would result in loss to the Province and the Local Trust Committee and that neither party may adequately be compensated for such loss by monetary award. Accordingly, in the event of any such breach, in addition to all other remedies available to the Province or the Local Trust Committee at law or in equity, the Province and the Local Trust Committee shall be entitled as a matter of right to apply to a Court of competent jurisdiction, for such relief

by way of specific performance or other equitable remedies, as may be appropriate to ensure compliance with the provisions of this Agreement.

ARTICLE 11 GENERAL

- 11.1 **Time.** Time will be of the essence of this Agreement and will remain of the essence notwithstanding the extension of any of the dates hereunder.
- 11.2 **Entire Agreement.** This Agreement sets forth the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings among the parties with respect to the matters herein, and there are no oral or written agreements, promises, warranties, terms, conditions, representations or collateral agreement whatsoever, express or implied, other than those contained in this Agreement.
- 11.3 **Survival of Representations and Warranties.** All representations, warranties, covenants and agreements made by the parties will survive the Transportation Completion Date and the transfer of the Reservation Area to the Province.
- 11.4 **Amendment.** This Agreement may be altered or amended only by an agreement in writing signed by the parties hereto.
- 11.5 **Notices.** Any notice or other writing required or permitted to be given under this Agreement or for the purposes of this Agreement to any party shall be sufficiently given if delivered by hand, or if sent by prepaid courier or if transmitted by facsimile to such party:
- (a) in the case of a notice to the Local Trust Committee, at:
Suite 200, 1627 Fort Street
Victoria, BC
V8R 1H8
 - (b) in the case of a notice to the Province, at:
PO Box 9850 Stn Prov Govt
Victoria BC
V8W 9T5
 - (c) in the case of a notice to the Owner, the address of the Owner as shown on the title to the Lands or if the Owner is a corporation, to the registered address as shown on a B.C. Company Summary from the Corporate Registry,

or at such other address or addresses as the party to whom such notice or other writing is to be given shall have last notified the party giving the same in the manner provided in this section. Any notice or other writing sent in compliance with this section shall be deemed to have been given and received on the day it is so delivered unless that day is not a Business Day, in which case the notice shall be deemed to have been given and received on the next day that is a Business Day.

- 11.6 **Attornment.** Each of the parties attorns to the exclusive jurisdiction of the courts of the Province of British Columbia.
- 11.7 **Enurement.** This Agreement shall enure to the benefit of and be binding on the parties hereto and their respective successors and assigns.
- 11.8 **Further Assurances.** Each of the parties hereto shall, with reasonable diligence, do all such things and provide all such reasonable assurances and assistance as may be required to consummate the transactions contemplated hereby and each such party shall provide such further documents or instruments required by any other party as may reasonably be necessary or desirable to give effect to the terms and purpose of this Agreement and carry out its provisions, before or after the Transportation Completion Date.
- 11.9 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada as applicable.
- 11.10 **No Public Law Duty.** Whenever in this Agreement the Local Trust Committee or the Province is required or entitled by the terms hereof to exercise any discretion in the granting of consent or approval, or is entitled to make any determination, take any action or exercise any contractual right or remedy, they may do so in accordance with the contractual provisions of this Agreement and no public law duty, whether arising from the principles of procedural fairness or the rules of natural justice or otherwise, shall have any application.
- 11.11 **Waiver.** No supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed to or shall constitute a waiver of any other provisions (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.
- 11.12 **Statute References.** Any reference in this Agreement to any statute or any section thereof shall, unless otherwise expressly stated, be deemed to be a reference to such statute or section as amended, restated or re-enacted from time to time.

- 11.13 **Headings.** The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision thereof.
- 11.14 **Illegality, Invalidity, etc.** In the event that one or more provisions, or any portion thereof, of this Agreement or any agreement, document or other instrument required to be delivered hereunder or pursuant hereto should be illegal, invalid or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions hereof or thereof, or any remaining portion thereof, shall not be affected or impaired thereby.
- 11.15 **Covenant Runs with the Lands.** Every obligation and covenant of the Owner in this Agreement constitutes both a contractual obligation and a covenant granted under section 219 of the *Land Title Act* in respect of the Lands and the Transportation Option, the Highway Reservation Covenant and the Subdivision and Use Covenant burden the Lands and run with them and bind the successors in title to the Lands. For certainty, unless the context expressly requires otherwise, the term “Owner” refers to the current and each future owner of the Lands. The Transportation Option, the Subdivision and Use Covenant and the Highway Reservation Covenant burden and charge all of the Lands and any parcel into which they are subdivided by any means and any parcel into which the Lands are consolidated.
- 11.16 **Registration.** The Owner agrees to do everything necessary, at the Owner’s expense, to ensure that the Subdivision and Use Covenant, Highway Reservation Covenant and Transportation Option are registered against title to the Lands 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 each charge.
- 11.17 **Deed and Contract.** By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.
- 11.18 **Joint and Several.** All covenants made by the Owner shall be construed as being several as well as joint.
- 11.19 **No Compensation.** The Owner shall not be entitled to any further compensation or payment for the highway reservation or the transfer/dedication of the Reservation Area as public highway or for any injurious affection or disturbances resulting therefrom or from the removal of any Existing Improvements. The Owner agrees that it shall not be entitled to any further consideration in value, compensation or to make a claim for any reduction in value, if any, to the remaining portion of the Lands or other lands of the Owner resulting from the acquisition or use of the Reservation Area as highway. Without limitation, the Owner shall not be entitled to and agrees not to seek compensation for business losses, loss of profit, loss of market value, relocation costs or other consequential loss by reason of the

removal of Existing Improvements or transfer/dedication of the Reservation Area or by reason of the highway reservation in this Agreement.

11.20 No Effect on Laws or Powers. This Agreement does not:

- (a) affect or restrict the Province's ability to acquire any land or interest in land by expropriation or other legal means of acquisition;
- (b) affect or restrict the discretion, rights, duties or powers of the Province or the Local Trust Committee under any enactment (as defined in the *Interpretation Act*) or at common law; or
- (c) relieve the Owner from complying with any enactment or the common law.

11.21 No Obligations on Grantees. The rights given to the Province and the Local Trust Committee by this Agreement are permissive only and nothing in this Agreement:

- (a) imposes any duty of care or other legal duty of any kind on either of them to the Owner or to anyone else;
- (b) obliges either of them to enforce this Agreement, which is a policy matter within their sole discretion; or
- (c) obliges either of them to perform any act, or to incur any expense for any of the purposes set out in this Agreement.

11.22 Interpretation.

- (a) Wherever the singular or masculine or neuter is used in this Agreement, the same shall be construed as meaning the plural, the feminine or body corporate where the context or the parties so require.
- (b) The word "including" when following any general statement or term shall not be construed to limit the general statement or term to the specific items set forth following the general statement or term (or to similar terms) whether or not non-limiting language (such as "without limitation") is used, but rather shall be construed to permit the general statement or term to refer to all other items that could reasonably fall within its broadest possible scope.

11.23 Discharge. The Owner shall be entitled to a discharge of this Agreement from title to the Lands at the Owner's expense if Galiano Island Land Use Bylaw, 1999, Amendment No. 2, 2017 is not adopted by the Galiano Island Local Trust Committee by December 31, 2019.

As evidence of their agreement to be bound by the terms of this instrument, the parties each have executed and delivered this Agreement under seal by executing Part 1 of the *Land Title Act* Form C to which this Agreement is attached and which forms part of this Agreement.

DRAFT



SCHEDULE B

Goods and Services Tax Declaration

To: [insert name of owner] (the “Vendor”)

RE: An agreement between the _____ (the “Purchaser”) and the Vendor dated for reference _____, 20__ and being a Highway Reservation Covenant and Option to Purchase (the “Agreement”)

The Province hereby certifies that:

1. The Province is registered under Subdivision d of Division V of Part IX of the *Excise Tax Act* (“ETA”) for the collection and remittance of the goods and services tax (“GST”) and its registration number is _____.
2. The Province will remit directly to the Receiver General of Canada the GST payable, and file the prescribed Form GST 60 pursuant to subsection 228(4) of the ETA in connection with the sale and conveyance of the Property.
3. The Property transferred pursuant to the Agreement:
 - (a) is being purchased by the Province as principal for its own account and is not being purchased by the Province as an agent, trustee, or otherwise on behalf of or for another person; and
 - (b) does not constitute a supply of a residential complex made to an individual for the purposes of paragraph 221(2)(b) of the ETA.

Dated at _____ this ____ day of _____, 20__.

_____ by its authorized signatory:

Authorized Signatory

SCHEDULE C

**TERMS OF INSTRUMENT – PART 2
STATUTORY RIGHT OF WAY AGREEMENT**

THIS AGREEMENT dated for reference the ____ day of _____, 20__

BETWEEN:

(the “Grantor”)

AND:

(the “Grantee”)

GIVEN THAT:

A. The Grantor is the registered owner in fee simple of all that certain parcel or tract of land and premises situate on Galiano Island and more particularly known and described as:

PID: 009-622-527

District Lot 37, Galiano Island, Cowichan District

(the “Land”);

B. The Grantor wishes to grant to the Grantee a statutory right of way for emergency vehicular access, including vehicular access to and egress from lands on Galiano Island that may be otherwise inaccessible due to wildfire or other hazard;

C. This statutory right of way is necessary for the operation and maintenance of the Grantee’s undertaking;

NOW THEREFORE in consideration of the premises and payments of this Agreement and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by both parties), pursuant to the provisions of Section 218 of the *Land Title Act*, the parties covenant and agree as follows:

1. The Grantor hereby grants, conveys and confirms to the Grantee, in perpetuity, the full, free and uninterrupted right, liberty, easement and statutory right of way (the “Statutory Right of Way”) for the Grantee, its officers, employees, contractors, licensees, agents, assigns and invitees, and others of the Grantee, in common with the Grantor with respect to every part of the Land (the “SRW Area”):

- (a) to have unobstructed access over, on, and in the SRW Area for emergency vehicular access;
 - (b) to clear the SRW Area and keep it clear of anything which in the opinion of the Grantee constitutes or may constitute an obstruction to its use of the SRW Area; and
 - (c) to do all acts which in the opinion of the Grantee are incidental to the foregoing.
2. The Grantor shall:
- (a) not do or permit to be done any act or thing which in the opinion of the Grantee might interfere with or obstruct access to or the use of the SRW Area;
 - (b) trim or, if necessary, cut down any tree or other growth on the Land which in the opinion of the Grantee constitutes or may constitute a danger or obstruction to those using the SRW Area; and
 - (c) permit the Grantee to peaceably hold and enjoy the rights hereby granted.
3. The Grantee shall:
- (a) use the SRW Area so as to cause no unnecessary damage or disturbance to the Grantor, the Land or any improvement on the Land; and
 - (b) not be unreasonable in its opinions herein.
4. The Grantor may, at the Grantor's cost, prepare for the execution of the Grantee a modification of this Agreement for the purpose of restricting the SRW Area to those portions of the Land, not less than 20 m in width, that are marked as "COVENANT" on Reference Plans EPP57477 and EPP57478, EPP57479 a reduced copies of which are-is attached to and forms part of this Agreement, and the Grantee shall execute such modification agreement provided that it complies with this section.
5. The Grantor indemnifies, saves harmless, releases and forever discharges the Grantee from and against all manner of actions, causes of action, claims, debts, suits, demands and promises whatsoever at law or at equity, whether known or unknown, which the Grantor now has or may at any time have by reason of the granting, existence or use of the Statutory Right of Way and SRW Area save and except to the extent caused by any negligence by the Grantee. This indemnity and release survives the termination of this Agreement.
6. Waiver of any default by either party shall not be deemed to be a waiver of any subsequent default by that party.
7. The Statutory Right of Way contained herein runs with the Land and each and every part into which the Land may be subdivided or consolidated by any means (including subdivision plan,

reference or explanatory plan, strata plan, or lease), but no part of the fee of the Land passes to or is vested in the Grantee under or by this Agreement and the Grantor may fully use the Land subject only to the common law and the rights, obligations and restrictions expressly set out in this Agreement. This Agreement enures to the benefit of and is binding on the parties notwithstanding any rule of law or equity to the contrary.

8. Whenever it is required or desired that either party shall deliver or serve a notice on the other, delivery or service shall be deemed to be satisfactory if and deemed to have occurred when:

- (a) the Grantor has been served personally, on the date of service; or
- (b) mailed by prepaid registered mail, on the date received or on the sixth day after receipt of mailing by any Canada Post Office, whichever is the earlier, so long as the notice is mailed to the party at the address provided herein or to whatever address the parties from time to time in writing agree to.

9. Wherever the singular or masculine is used in this Agreement, the same is deemed to include the plural or the feminine or the body politic or corporate as the context so requires.

10. Every reference to each party is deemed to include the heirs, executors, administrators, successors, assigns, employees, agents, officers, licensees and invitees of such party wherever the context so requires or allows.

11. 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.

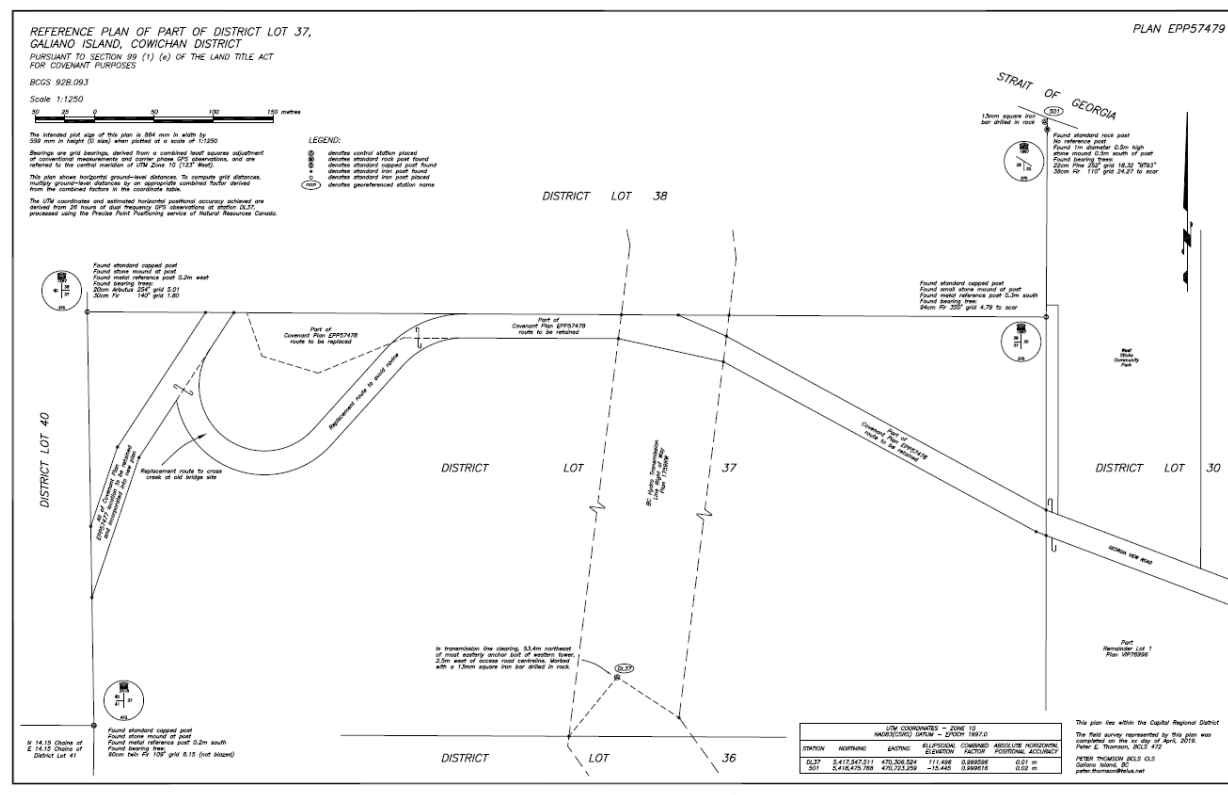
13. No amendment of this Agreement, is valid or binding unless in writing and executed by the parties.

14. This Agreement shall be governed and construed in accordance with the laws of the Province of British Columbia.

15. Wherever this Agreement creates a power or obligation of the Grantee to make a decision or to exercise any contractual right or remedy, the Grantee may do so in accordance with the provisions of this Agreement and no public law duty, whether arising from the principles of procedural fairness or the rules of natural justice, shall have any application.

As evidence of their agreement to be bound by the above terms, the parties each have executed and delivered this Agreement by executing Part 1 of the *Land Title Act* Form C and Form D to which this Agreement is attached and which forms part of this Agreement.

DRAFT



SCHEDULE D

**TERMS OF INSTRUMENT – PART 2
STATUTORY RIGHT OF WAY AGREEMENT**

THIS AGREEMENT dated for reference the ____ day of _____, 20__

BETWEEN:

(the “Grantor”)

AND:

(the “Grantee”)

GIVEN THAT:

- D. The Grantor is the registered owner in fee simple of all that certain parcel or tract of land and premises situate on Galiano Island and more particularly known and described as:

PID: 009-622-527

District Lot 37, Galiano Island, Cowichan District

(the “Land”);

- E. The Grantor wishes to grant to the Grantee a statutory right of way for public trail access;
- F. This statutory right of way is necessary for the operation and maintenance of the Grantee’s undertaking;

NOW THEREFORE in consideration of the premises and payments of this Agreement and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by both parties), pursuant to the provisions of Section 218 of the *Land Title Act*, the parties covenant and agree as follows:

1. The Grantor hereby grants, conveys and confirms to the Grantee, in perpetuity, the full, free and uninterrupted right, liberty, easement and statutory right of way (the “Statutory Right of Way”) for the Grantee, its officers, employees, contractors, licensees, agents, assigns and invitees, and others of the Grantee, in common with the Grantor with respect to every part of the Land (the “SRW Area”):

- (a) to have unobstructed access over, on, and in the SRW Area on foot or non-motorized bicycle;

- (b) to clear the SRW Area and keep it clear of anything which in the opinion of the Grantee constitutes or may constitute an obstruction to its use of the SRW Area; and
 - (c) to do all acts which in the opinion of the Grantee are incidental to the foregoing.
- 2. The Grantor shall:
 - (a) not do or permit to be done any act or thing which in the opinion of the Grantee might interfere with or obstruct access to or the use of the SRW Area;
 - (b) trim or, if necessary, cut down any tree or other growth on the Land which in the opinion of the Grantee constitutes or may constitute a danger or obstruction to those using the SRW Area; and
 - (c) permit the Grantee to peaceably hold and enjoy the rights hereby granted.
- 3. The Grantee shall:
 - (a) use the SRW Area so as to cause no unnecessary damage or disturbance to the Grantor, the Land or any improvement on the Land; and
 - (b) not be unreasonable in its opinions herein.
- 4. The Grantor may, at the Grantor's cost, prepare for the execution of the Grantee a modification of this Agreement for the purpose of restricting the SRW Area to those portions of the Land, not less than 20 m in width, that are marked as "COVENANT" on Reference Plans EPP57477 and EPP57478EPP57479, a reduced copiesy of which are-is attached to and forms part of this Agreement, and the Grantee shall execute such modification agreement provided that it complies with this section.
- 5. The Grantor indemnifies, saves harmless, releases and forever discharges the Grantee from and against all manner of actions, causes of action, claims, debts, suits, demands and promises whatsoever at law or at equity, whether known or unknown, which the Grantor now has or may at any time have by reason of the granting, existence or use of the Statutory Right of Way and SRW Area save and except to the extent caused by any negligence by the Grantee. This indemnity and release survives the termination of this Agreement.
- 6. Waiver of any default by either party shall not be deemed to be a waiver of any subsequent default by that party.
- 7. The Statutory Right of Way contained herein runs with the Land and each and every part into which the Land may be subdivided or consolidated by any means (including subdivision plan, reference or explanatory plan, strata plan, or lease), but no part of the fee of the Land passes to or is vested in the Grantee under or by this Agreement and the Grantor may fully use the Land subject only to the common law and the rights, obligations and restrictions expressly set out in this

Agreement. This Agreement enures to the benefit of and is binding on the parties notwithstanding any rule of law or equity to the contrary.

8. Whenever it is required or desired that either party shall deliver or serve a notice on the other, delivery or service shall be deemed to be satisfactory if and deemed to have occurred when:

(a) the Grantor has been served personally, on the date of service; or

(b) mailed by prepaid registered mail, on the date received or on the sixth day after receipt of mailing by any Canada Post Office, whichever is the earlier, so long as the notice is mailed to the party at the address provided herein or to whatever address the parties from time to time in writing agree to.

9. Wherever the singular or masculine is used in this Agreement, the same is deemed to include the plural or the feminine or the body politic or corporate as the context so requires.

10. Every reference to each party is deemed to include the heirs, executors, administrators, successors, assigns, employees, agents, officers, licensees and invitees of such party wherever the context so requires or allows.

11. 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.

13. No amendment of this Agreement, is valid or binding unless in writing and executed by the parties.

14. This Agreement shall be governed and construed in accordance with the laws of the Province of British Columbia.

15. Wherever this Agreement creates a power or obligation of the Grantee to make a decision or to exercise any contractual right or remedy, the Grantee may do so in accordance with the provisions of this Agreement and no public law duty, whether arising from the principles of procedural fairness or the rules of natural justice, shall have any application.

As evidence of their agreement to be bound by the above terms, the parties each have executed and delivered this Agreement by executing Part 1 of the *Land Title Act* Form C and Form D to which this Agreement is attached and which forms part of this Agreement.

END OF DOCUMENT

DRAFT

LAND TITLE ACT
FORM C (Section 233) CHARGE
GENERAL INSTRUMENT - PART 1 Province of British Columbia

PAGE 1 OF 6 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

Alford Walden Law

Lawyers and Notaries

216 - 2506 Beacon Avenue

Sidney

BC V8L 1Y2

778-426-3330

File No. 70185A/jeg (Stevens)

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

009-622-527

DISTRICT LOT 37, GALIANO ISLAND, COWICHAN DISTRICT

STC? YES ☐

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Statutory Right of Way

4. TERMS: Part 2 of this instrument consists of (select one only)

(a) ☐ Filed Standard Charge Terms D.F. No.

(b) ☒ Express Charge Terms Annexed as Part 2

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

**FREDERICK JAMES STEVENS, ISOBEL KATHLEEN STEVENS, DL37 HOLDINGS LTD.,
 INC.NO. BC0386527**

6. TRANSFEREE(S): (including postal address(es) and postal code(s))

CAPITAL REGIONAL DISTRICT

625 FISGARD STREET

VICTORIA

BRITISH COLUMBIA

V8W 1R7

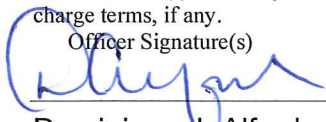
CANADA

7. ADDITIONAL OR MODIFIED TERMS:

n/a

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)



Dominique J. Alford

Barrister & Solicitor

Alford Walden Law

216 - 2506 Beacon Avenue

Sidney, BC V8L 1Y2

Execution Date

Y	M	D
19	06	17

Transferor(s) Signature(s)



FREDERICK JAMES STEVENS



ISOBEL KATHLEEN STEVENS

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

PAGE 2 of 6 PAGES

Officer Signature(s)

 Dominique J. Alford
 Barrister & Solicitor
 Alford Walden Law
 216 - 2506 Beacon Avenue
 Sidney, BC V8L 1Y2

Execution Date

Y	M	D
19	06	17
19		

Transferor / Borrower / Party Signature(s)

DL37 HOLDINGS LTD.
by its authorized signatory(ies):


 FREDERICK JAMES STEVENS


 ISOBEL KATHLEEN STEVENS

CAPITAL REGIONAL DISTRICT
by its authorized signatory(ies):

Name: _____

Name: _____

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

TERMS OF INSTRUMENT - PART 2

W H E R E A S:

- A. The Grantor is the registered owner of the land set out in item 2, Part 1 of this Instrument (the "**Grantor's Lands**").
- B. The Grantee is the Capital Regional District.
- C. The Grantor has applied to the Galiano Island Local Trust Committee (the "**Trust Committee**") to rezone the Lands from Forest 1 (F1) to Forest Industrial (FI(A)) under Galiano Island Land Use Bylaw, 1999, and the Trust Committee has approved in principle Proposed Galiano Island Local Trust Committee Bylaws 265 & 266 to effect this rezoning.
- D. The Grantee seeks the right to access, for itself and all members of the public, an emergency access and egress route (the "**Emergency Access Route**") that will provide emergency connections over the Grantor's Lands.
- E. It is necessary for the operation and maintenance of the Grantee's undertaking of the provision of the Emergency Access Route for the safety of the public that a right of way be established in accordance with this Agreement.
- F. The Grantor has agreed that it is in the public interest for it to grant a statutory right of way in accordance with this Agreement and has freely agreed to do so.

NOW THEREFORE, in consideration of the sum of Ten (\$10.00) Dollars of lawful money of Canada, now paid by the Grantee to the Grantor (the receipt and sufficiency of which is hereby acknowledged by the Grantor), and in consideration of the covenants and conditions agreed to be observed and performed by the parties and for other valuable consideration:

1. INTERPRETATION

1.1. In this Agreement

"**Emergency**" means a present or imminent event or circumstance that

- (a) is caused by accident, fire, explosion, technical failure or the forces of nature, and;
- (b) requires prompt coordination of action or special regulation of persons or property to protect the health, safety or welfare of a person or to limit damage to property.
- (c) an Emergency does not require a declaration of a state of emergency to be considered an Emergency.

2. THE GRANTOR HEREBY:

- 2.1. Grants, conveys, confirms and transfers, in perpetuity, to the Grantee for itself, its successors, and all of its employees, agents, servants, licensees and all members of the public at all times by day or night, but only in the case of Emergency, the full, free and uninterrupted right, license, liberty, privilege, permission and right of way to enter, use, go, return, pass over and across the Grantor's Lands (the "**Right of Way**"), by any means necessary, for the purpose of enabling emergency access and egress to, from, and across the Lands.

- 2.2. Grants, conveys, confirms and transfers, in perpetuity, to the Grantee the full, free and uninterrupted right, license, liberty, privilege, easement, permission and right of way to lay down, install, erect, construct, entrench, operate, maintain, repair, inspect, alter, remove, replace, bury, cleanse, string, and otherwise establish an Emergency Access Route on the Grantor's Lands, including directional and informational signs, and any improvements necessary to facilitate access across the Emergency Access Route, including but not limited to paving, other surface or subsurface works, culverts to enclose drainage ditches, and similar improvements.
- 2.3. Covenants and agrees to and with the Grantee that the Grantee shall:
- (a) for itself and its servants, agents, workers, contractors and all other licensees of the Grantee;
 - (b) together with machinery, vehicles, equipment, and materials;
 - (c) upon, over, under and across the Grantor's Lands;
 - (d) as may be considered necessary, useful, or convenient by the Grantee for the purposes in sections 2.1 and 2.2; and in connection with the operations of the Grantee in relation to the Emergency Access Route,

be entitled to enter, use, pass and repass, inspect, maintain, labour, construct, erect, install, dig, and carry away soil or other surface or subsurface materials, and remove any growth, seedlings, trees, brush, buildings or obstructions now or hereafter in existence.

3. THE GRANTOR COVENANTS:

- 3.1. That the Grantor will not and will not permit any other person to erect, place, install or maintain any building, structure, addition to a building or structure, mobile home, concrete driveway or patio, pipe, wire or other conduit, or other obstacle on, over or under any portion of the Grantor's Lands upon which the Emergency Access Route has been established so that it in any way interferes with or damages or prevents access along or over the Emergency Access Route. Notwithstanding the foregoing, the Grantor may place lockable gates at both ends of the Emergency Access Route, provided that the Grantor provides to the Grantee keys for any such gates.
- 3.2. That the Grantor will not do anything that in any way interferes with or damages or prevents access to, over or across the any portion of the Grantor's Lands upon which the Emergency Access Route has been established, other than the placing of the gates referred to in section 3.1.
- 3.3. That the Grantor will not do or knowingly permit to be done any act or thing that will interfere with or injure the Emergency Access Route and in particular will not carry out any blasting on or adjacent to the Emergency Access Route without the consent in writing of the Grantee, and consent shall not be unreasonably withheld.
- 3.4. That the Grantor will, from time to time and at all times at the reasonable request and at the cost of the Grantee 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 Grantee of its rights under this Agreement.

4. THE GRANTEE COVENANTS:

- 4.1. That the Grantee will make all reasonable efforts to notify the Grantor when there is an Emergency that will necessitate use of the Right of Way by the public and when such use will occur, provided that the Grantor has provided the Grantee with updated contact information for this purpose.
- 4.2. That the Grantee will make all reasonable efforts to ensure that any use of the Grantor's Lands by members of the public occurs under the direction of the Grantee and within any established Emergency Access Route.
- 4.3. That the Grantee will thoroughly clean all portions of the Grantor's Lands to which it has had access hereunder of all slashings, rubbish and construction debris created or placed thereon by the Grantee.
- 4.4. That the Grantee will, insofar as it is practicable so to do, to exercise its rights hereunder in such a manner as to not to interfere unduly with the Grantor's use of the Grantor's Lands.
- 4.5. That the Grantee shall not cut or damage, or allow the cutting or damaging of, trees on the Grantor's Lands without the prior written consent of the Grantor, such consent not to be unreasonably withheld.
- 4.6. That the Grantee shall, in exercising its rights and obligations under this Agreement, comply with all enactments of a local, provincial, and federal nature, including but not limited to traffic regulations, environmental laws, and closure regulations related to forest fire hazards.

5. THE PARTIES COVENANT TO AND AGREE WITH EACH OTHER, as follows:

- 5.1. Notwithstanding that this Agreement is registered as a charge against the entirety of the Grantor's Lands, the Grantee agrees that it shall limit its use of the Grantor's Lands to that portion of the Grantor's Lands on which the existing utility road running from east to west across the Lands has been constructed and is located. However, if the Grantee, acting reasonably, determines that the existing utility road is no longer suitable for use as an Emergency Access Route, it may establish the Emergency Access Route elsewhere on the Grantor's Lands.
- 5.2. The Grantee agrees that it shall, at the request of the Grantor, discharge this Agreement within six (6) months, in the event that the Trust Committee has not approved the Proposed Galiano Island Local Trust Committee Bylaws 265 & 266, or the Grantor retracts their rezoning application under Bylaws 265 & 266.
- 5.3. In spite of any rule of law or equity to the contrary, any improvements brought on to, set, constructed, laid, erected in, upon or under the Grantor's Lands by the Grantee shall at all times remain the property of the Grantee, even if the improvements are annexed or affixed to the freehold, and shall at any time and from time to time be removable in whole or in part by the Grantee.
- 5.4. In the event that this Agreement is terminated or the Grantee abandons the Emergency Access Route or any part thereof, the Emergency Access Route, or part thereof, shall become the property of the Grantor.

- 5.5. No part of the title in fee simple to the Grantor's Lands shall pass to or be vested in the Grantee under or by virtue of this Agreement and the Grantor may fully use and enjoy all of the Grantor's Lands subject only to the rights and restrictions in this Agreement.
- 5.6. The Grantor acknowledges that (a) the covenants contained in this Agreement are enforceable against the Grantor and its successors in title, but (b) the Grantor is not personally liable for breach of these covenants after the Grantor has ceased to be the owner of the Grantor's Lands.
- 5.7. If at the date hereof the Grantor is not the sole registered owner of the Grantor's Lands, this Agreement shall nevertheless bind the Grantor to the full extent of its interest therein, and if it shall acquire a greater of the entire interest in fee simple, this Agreement shall likewise extend to such after-acquired interests.
- 5.8. Where the expression "**Grantor**" includes more than one person, all covenants made by the Grantor shall be construed as being several as well as joint with respect to all persons constituting the Grantor.
- 5.9. If any part of this Agreement is found to be illegal or unenforceable because it creates a positive obligation for the Grantor or for any other reason, that part will be considered separate and severable and the remaining parts will not be affected thereby and will be enforceable to the fullest extent permitted by law.
- 5.10. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors and assigns as the case may be and wherever the singular or masculine is used, it shall be construed as if the plural or the feminine or neuter, as the case may be, had been used, where the parties or the context hereto so require and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.

The Grantor and Grantee acknowledge that this Agreement has been duly executed and delivered by the parties executing Forms C and D (pages 1 and 2) attached hereto.



Memorandum

Date: June 27, 2019

File Number: 6500-20
Affordable Housing –
STVR Review

To: Galiano Island Local Trust Committee
For the meeting of July 8, 2019

From: Morgan Henderson, Student Planner
Southern Team

CC: Robert Kojima, Regional Planning Manager
Brad Smith, Island Planner

Re Galiano Island STVR Review Project

Purpose

The purpose of this memo is to update the LTC on the progress to date on the STVR review project, outline the next steps in the project, and to provide an amended project charter.

Background

At the June 3rd, 2019 regular meeting staff presented the draft project charter for LTC endorsement. The Galiano Island LTC passed the following resolutions:

GL-2019-050

It was Moved and Seconded,

that the Galiano Local Trust Committee amend the project charter to add the words and ground water resources to the second bullet under objectives and to add William Shulba, Freshwater Specialist, to the project team and to change the date March 31, 2019 to read March 31, 2020 under the date column.

GL-2019-051

It was Moved and Seconded,

that the Galiano Local Trust Committee

- a) endorse the attached Galiano Island Short Term Vacation Rental (STVR) Review Project Charter as amended and associated scope of work, timelines and budget;
- b) Direct staff to begin working on Galiano Island STVR Review Project deliverables.

Project Update

At the June 3rd LTC meeting, staff were directed to amend the STVR project charter. Changes were made and the revised project charter (see Attachment 1) is now posted to the [website](#).

Staff are working to identify and document STVRs currently operating on Galiano Island. This includes gathering information on:

- which properties are operating STVRs;
- whether they are operating as home occupations or with a Temporary Use Permit (TUP);
- the size and zoning of these lots;
- the number of guests and bedrooms advertised for, and;
- whether the properties are in water management zones.

An updated map of current STVR TUPs issued, expired, on hold, and in the application process (see Attachment 2) on Galiano Island is now posted to the [website](#). This map will continue to be updated on an ongoing basis as TUPs are applied for or expire.

The policy scoping aspect of this project is commencing and will include examining STVR regulations and policies within the Islands Trust jurisdiction as well as other comparable communities both within Canada and internationally. This analysis will provide for a broader perspective on existing regulations and policy directions concerning STVRs that may help to inform the LTC on what policy and/or regulatory changes may be appropriate for Galiano Island.

Next Steps

Next steps include:

- Finalize initial research on STVRs currently operating
- Conduct research on existing STVR regulations and policy (July 31, 2019)
- Develop draft framework for discussion paper
- Present findings to LTC via a staff report and discussion paper (September 9 or October 7 LTC meeting)
- Public and stakeholder consultation (October-November 2019)

Attachments: 1. Revised Project Charter
2. Current STVR TUP Map

Galiano Island STVR Review - Charter - Final

Date: June 3, 2019

Purpose *The purpose of this project is to undertake a review of Short Term Vacation Rental (STVR) regulations, policies and current use on Galiano Island.*

Background *Affordable Housing is one of Galiano Island LTC's Top Priorities. In September 2017, the Galiano Island LTC resolved to refer the Affordable Housing Project to the Galiano Island Advisory Planning Commission (APC) for input. The APC provided the LTC with an Affordable Housing Report dated September 2018 that includes recommendations. A key recommendation of the APC was to conduct a review of current STVR provisions within the Galiano Island Local Trust Area regulations/policies and to amend as necessary in order to set appropriate limits for STVR use of residential lands. This project intends to address this recommendation by assessing current STVR use on Galiano Island and to provide the LTC with potential options on potential changes to STVR regulations in residential areas.*

Objectives

- To identify and document STVRs currently operating on Galiano Island
- To assess the impact of STVR uses and associated regulations/policy on the availability of affordable rental housing and groundwater sources
- To review STVR regulations/policies and provide options for potential changes to STVR policies and regulations.

In Scope

- Identification/analysis of currently operating STVRs
- Research and analysis of existing STVR regulations/policies
- Public outreach including a community survey and at least one public meeting
- Consultation with agencies and affected stakeholders
- Bylaw amendment process (depends on recommendations)

Out of Scope

- Unrelated OCP or LUB amendments
- Other housing related policies or regulations

Workplan Overview

Deliverable/Milestone	Date
Complete review/documentation of STVR currently operating on Galiano Island and research/analysis of existing STVR regulations/policies	July 31, 2019
Develop discussion paper summarizing findings of review	August-September 2019
Complete public/stakeholder outreach (including public meetings)	October-November 2019
Finalize recommendations and confirm scope of proposed bylaw amendments with LTC	December 2019
Bylaw amendment process substantially complete (if changes are sought by LTC)	March 31, 2020

Project Team

Brad Smith, Island Planner	Project Manager
Morgan Henderson, Student Planner	Project Researcher
Maple Hung	Admin Support
Jackie O'Neil, GIS Technician	GIS Support
William Shulba	Freshwater Geoscientist

RPM Approval:

Robert Kojima

Date: May 24, 2019

LTC Endorsement:

Resolution #: 051

Date: June 3, 2019

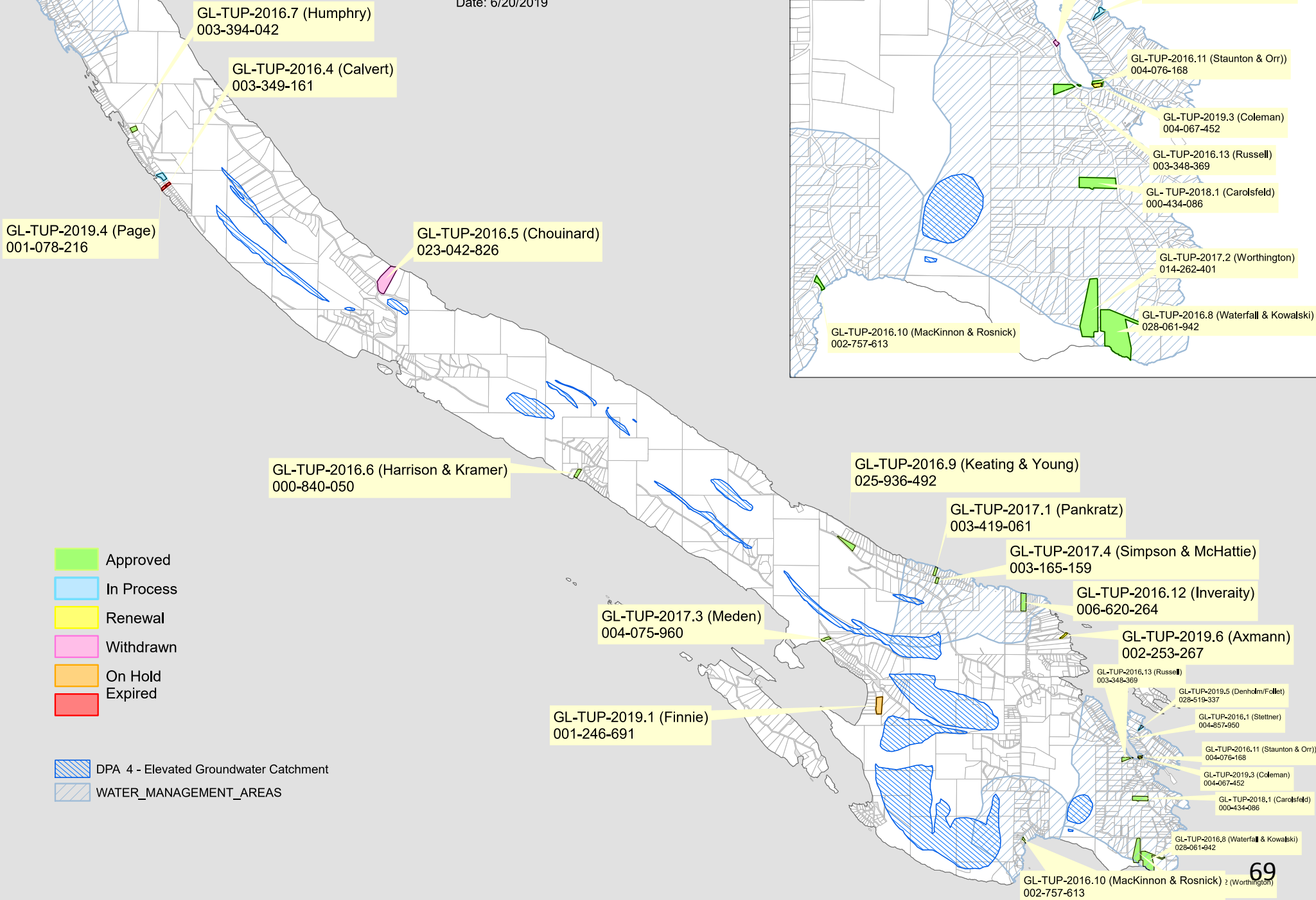
Budget

Budget Source: LTC Projects Budget

Fiscal	Item	Cost
	Open Houses/CIM	\$500
	Advertising, communications and display materials	\$500
	Public hearing	\$2000
	Contingency	-
	Total	\$3000

Temporary Use Permits (TUPs) for Commercial Vacation Rentals

Date: 6/20/2019



Top Priorities Report

Galiano Island

1. Affordable Housing Strategy

Responsible

Dates

Phase 1: STVR review

Brad Smith

Rec'd: 07-Mar-2016
Target: 31-Oct-2018

2. Groundwater Sustainability

Responsible

Dates

Phase 1: mapping and data analysis

William Shulba

Rec'd: 02-Apr-2019
Target: 01-Apr-2020



Projects Report

Galiano Island

1. <i>Soil Removal and Deposit Bylaw</i>	Responsible	Date Received
Review need and options for implementation of soil removal and deposit bylaw		12-Sep-2011

2. <i>Amendments to Forest designation and F1 zone -</i>	Responsible	Date Received
Consider options for amendments to Forest Land Designation and policies and F1 zoning for lands without Managed Forest Status. Draft bylaws have been prepared, project deferred at meeting of April/12	Robert Kojima	16-Apr-2012

3. <i>Parking Issues</i>	Responsible	Date Received
Issue for discussion with MoTI and public parking issues generated from associated islands. (see correspondence from P. Midgely on agenda of Apr/12)		23-Jul-2012

4. <i>Bike Trails and Camping</i>	Responsible	Date Received
Letter dated July 8, 2013 received from Galiano Parks and Recreation Commission regarding bike safety on Galiano roads (See Transportation policy U of Section 1.1) and for the allowance of non-commercial camping on private lots.		15-Jul-2013

5. <i>Ocean Based Geo-Exchange Systems</i>	Responsible	Date Received
Review of regulations for geo-thermal exchange use.		18-Nov-2013

6. <i>Information Note Addition</i>	Responsible	Date Received
Add in Information Note on Archeological Sites under General Regulations		18-Nov-2013



Projects Report

Galiano Island

7. <i>Light Industrial Zoning</i>	Responsible	Date Received
A review and inventory assessment of existing and potential light industrial zones.		18-Nov-2013
8. <i>Land Use Bylaw Amendments</i>	Responsible	Date Received
To review LUB for: any technical/administrative bylaw amendments (e.g. definition references and numbering), shoreline zoning wording, crown lot rezonings, and review park zoning (specifically to allow stairs in setbacks).		07-Jul-2014
9. <i>Community Benefit Review for Forest Lands</i>	Responsible	Date Received
Staff to prepare preliminary report for new LTC		08-Sep-2014
10. <i>Consider amendments to re-designate and rezone crown owned Forest lots.- Bylaws 231, 232 at First</i>	Responsible	Date Received
re-refer to FLNRO for comment		
11. <i>Review of split zonings.</i>	Responsible	Date Received
		05-Mar-2018
12. <i>Coastal Douglas-Fir Protection</i>	Responsible	Date Received
Review 'Protection of the Coastal Douglas-fir and Associated Ecosystems: An Islands Trust Tool Kit (2018)' and provide recommendations from toolkit.		04-Feb-2019
13. <i>Cannabis Retail and production</i>	Responsible	Date Received

Projects Report

Galiano Island

Consider review of policies and regulations to address cannabis retail sales and production

05-Mar-2019

14. Dock review

Responsible

Date Received

To review policies and regulations relating to private moorage, including suitable locations, siting and size, and incorporating First Nations sites

02-Apr-2019

15. Emergency Access Planning

Responsible

Date Received

Follow-up from CRD emergency planning process

02-Apr-2019

16. Review of maximum house sizes

Responsible

Date Received

To review policies and regulations to potentially establish maximum floor area(s) for dwellings

06-May-2019

17.

Responsible

Date Received

18.

Responsible

Date Received



Applications

Development Variance Permit

File Number	Applicant Name	Date Received	Purpose
GL-DVP-2019.2	Sally Louise Pankratz Planner: Brad Smith	12-Jun-2019	Extend cottage and needing a variance
Planning Status			
Status Date: 18-Jun-2019 PTA Created file, LTC notified, fees received, given to Planner			

Rezoning

File Number	Applicant Name	Date Received	Purpose
GL-RZ-2005.2	Romagnoli Planner: Robert Kojima	21-Mar-2005	To rezone from F1 to F3
Planning Status			
Status Date: 05-Feb-2019 Applicant to work on new sustainable forestry covenant draft and Baseline Report. Applicant to also secure third party for covenant. Staff is in the process of discussing granting emergency access by SROW with CRD. No new public hearing required.			
Status Date: 21-Jan-2019 Application placed on Feb 4/19 agenda. Direction from LTC required to proceed with or without holding a new Public Hearing.			
Status Date: 18-Jul-2018 Applicants requested to provide information on how to proceed with their application. Application will be closed August 31, 2018 if staff do not hear back.			
File Number	Applicant Name	Date Received	Purpose
GL-RZ-2014.1	Crystal Mountain Society	28-Oct-2014	20300 PORLIER PASS RD To allow for year round use of the Forest Retreat Centre
Planner: Robert Kojima			
Planning Status			

Applications

Status Date: 07-May-2019

Applicants in process of preparing subdivision plan

Status Date: 01-May-2018

Applicants asked to have a preliminary subdivision layout plan prepared for review

Status Date: 25-Apr-2018

Applicants provide preliminary comments for staff review and s.99 subdivision for Trust Fund review

File Number	Applicant Name	Date Received	Purpose
GL-RZ-2017.1	DL37 Holdings, F. Stevens & I. Stevens	02-Aug-2017	Rezone DL37 from F1 to allow residential and industrial use
Planner: Robert Kojima			

Planning Status

Status Date: 24-May-2019

Applicant advises survey underway, covenant modification direction to legal counsel

Status Date: 06-May-2019

LTC endorses covenant modification and authorizes expenditure of up to \$4000 for survey costs

Status Date: 12-Apr-2019

Applicant submits a revised road reservation alignment plan

Subdivision

File Number	Applicant Name	Date Received	Purpose
GL-SUB-2017.2	PETER THOMSON	22-Dec-2017	409 Porlier Pass Drive - proposed 20-lot bare land strata subdivision
Planner: Robert Kojima			

Planning Status

Status Date: 15-Oct-2018

DP and DVP related to subdivision application approved.

Status Date: 09-Aug-2018

SD referral response sent to MOTI. Applicant required to apply for a DP and DVP.

Applications

Status Date: 19-Jul-2018

Emailed Applicant's completed Subd Ref Review form to LTC cc Planner, MoTI; gave folder to Planner.

Temporary and Industrial Use Permit

File Number	Applicant Name	Date Received	Purpose
GL-TUP-2019.1	Brigitte Finnie	02-Jan-2019	To obtain a permit to use a cottage and main house as a short term vacation rental.

Planner: Brad Smith

Planning Status

Status Date: 27-Jun-2019

Site visit scheduled for July 25, 2019 - joint visit planned with Bylaw Enforcement staff

Status Date: 16-Apr-2019

applicant has submitted copy of 1987 covenant, bylaw enforcement to review and visit site upon applicants return in May

Status Date: 26-Feb-2019

Applicants to contact staff (Warren and Robert) at end of March 2019 to set up site visit.

File Number	Applicant Name	Date Received	Purpose
GL-TUP-2019.4	Page, Lesley Ann	04-Apr-2019	STVR for a cabin.

Planner: Brad Smith

Planning Status

Status Date: 25-Jun-2019

Information provided by property-owner confirms water cistern system is functioning properly - if approved, TUP permit to require the system is maintained

Status Date: 17-Jun-2019

Site visit conducted by Planner - water cistern observed to likely not be functioning - will need to be addressed as part of TUP permit conditions

Status Date: 24-May-2019

File assigned, scheduled for July agenda

File Number	Applicant Name	Date Received	Purpose
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Applications

GL-TUP-2019.5 Suzannah Mari 10-Apr-2019 applying for a temporary use short term vacation rental

Denholm

Planner: Brad Smith

Planning Status

Status Date: 03-Jun-2019

Site visit conducted by Planner - fence and structures observed in highway ROW/LUB setbacks - proponent advised to seek encroachment permit from MOTI - will also require variance for structures sited in LUB setback

Status Date: 29-Apr-2019

File assigned, site visit pending

Status Date: 10-Apr-2019

PTA created file, fees received, LTC notified

Galiano Island Local Trust Committee

POLICIES AND STANDING RESOLUTIONS

Updated: March 4, 2019

No	Meeting Date	Resolution No.	Issue	Policy
1.	May 11, 2009 / Amended February 3, 2014	GL-LTC-85-09 Amended:	Parks Commission Referral	That staff refer all applications adjacent to a park or ocean access to the Galiano Island Parks and Recreation Commission for comment
2.	October 18, 2010	GL-LTC-115-10	Publishing Notices beyond legal requirements	THAT the Galiano Island Local Trust Committee will advertise Public Hearing Notices in the Active Page Magazine in addition to the legally required advertising in the Driftwood Newspaper.
3.	October 17, 2011	GL-LTC-205-11	Special Occasion Liquor Licenses	THAT where a Liquor Control and Licensing Branch Special Occasion License referral relates to a property on which Galiano Island Land Use Bylaw No. 127, 1999 permits public assembly uses, such as restaurants or community halls, and where there have been no issues related to parking or past complaints for the preceding three years , staff may approve the Special Occasion License without referral to the Local Trust Committee. All other Special Occasion License referrals are to be referred to the Local Trust Committee for consideration.
4.	February 3, 2014		Applications with Open Bylaw Enforcement files	On properties where there is an open bylaw enforcement file, planning staff should refer planning applications to the Bylaw Enforcement Manager for comment where one or more of the following circumstances exist: 1. There have been significant delays or longer than typical timelines in the enforcement process 2. The LTC is considering on-going, relevant policy or regulatory changes that could impact enforcement 3. Litigation has been recommended 4. Legal counsel has been involved (beyond providing a basic interpretation) 5. There has been enforcement action beyond seeking voluntary compliance (e.g. a BEN warning or ticket, adjudication, a compliance agreement negotiated, etc.) 6. There has been, or is an expectation of, joint enforcement with other jurisdictions 7. There is potential for impact on other related enforcement files.

No	Meeting Date	Resolution No.	Issue	Policy
5.	April 7, 2014	GL-2014-029	Community Wells as a Community Benefit	That the Galiano Island Local Trust Committee will consider as a community benefit for all rezoning applications where there is an increase in density, the establishment of an instrumented observation well.
6.	December 5, 2016	By consent	TUP for Commercial Vacation Rentals	Without fettering its discretion, the LTC provided the following guidance with respect to its consideration of TUP applications for Commercial Vacation Rentals: 1. A Commercial Vacation Rental use should only be considered in one dwelling per lot 2. Permits being considered in Water Management Areas should include conditions requiring cisterns with a minimum capacity of 16,000 litres and a water meter. 3. In order to assist in assessing cumulative impacts, staff are requested to continue to provide an updated map showing the location, status, and maximum number of guests of all Commercial Vacation Rental TUP applications.
7.	March 5, 2018	GL-2018-023	TUPs for Short Term Vacation Rental use	That the Galiano Island Local Trust Committee place a 12 month moratorium on the issuance of new temporary use permits for Short Term Vacation Rental (STVR). (EXPIRED)
8.	September 17, 2017	GL-2018-65	Antenna System Siting & Consultation	That the Galiano Island Local Trust Committee Adopt the Galiano Island Antenna System Siting & Consultation Protocol as the tool for the review and consideration of antenna system proposals with the Galiano Island Local Trust Area.
9.	March 4, 2019	GL-2019-	Cannabis Retail Referrals	• Proposed or amended licenses for non-medical cannabis retail establishments require an application to the local trust committee. • The application process shall comprise a public consultation component, which includes at least one notification to neighbours, one public meeting, posting of public notices and one advertisement in a local periodical. • The public consultation process shall be determined by the local trust committee after initial review of the proposal. • However, as a minimum, the local trust committee will mail or otherwise deliver a notice to all owners and residents of properties within a 500 metre radius of the subject property where the establishment is proposed at least 10 days before adoption of a resolution providing comment on the application. The required notice shall include the following information: ○ Name of the applicant and a description of the proposal in general terms

No	Meeting Date	Resolution No.	Issue	Policy
				○ The location of the proposed establishment and the subject site ○ The place where, and date and time when, both a public meeting will be held and a resolution of the local trust committee considered. ○ The name and contact information of the Islands Trust planning staff member who can provide copies of the proposed or amended license application ○ How public comments may be submitted to the local trust committee.

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Islands Trust Conservancy Report to Local Trust Committees and Bowen Island Municipality May 2019

Regional Conservation Plan

All of the work the Islands Trust Conservancy undertakes and reports on is guided by the science-based and community-informed 2018-2027 Regional Conservation Plan. The ITC continues to work towards four long-term goals (science-based conservation planning, collaboration with First Nations, protection of core conservation areas and a strong voice for nature conservation) and 25 objectives that further conservation in the entire Trust Area. The following is an update on the ITC activities from the May 2019 ITC Board meeting to meet these goals.

Islands Trust Conservancy Board Policy and Bylaw Revisions

Goal 4 – A strong voice for nature conservation, core ITC business and operations.

- The ITC Board gave first, second and third readings to Bylaw No. 2, the “Islands Trust Conservancy Meeting Procedures Bylaw, 2019.” The new bylaw replaces Bylaw No.1 and reflects the ITC name change, allows for the election of a Vice Chair and adds reference to committee meetings. The Board also amended Policy 1.2 Islands Trust Conservancy Board and Committee Elections.

Fund Development Advisory Committee (FDAC)

Goal 4 – A strong voice for nature conservation, Objective 4.1 – Develop and expand fundraising strategies to support Islands Trust Conservancy programs.

- The ITC Board received and approved the ITC Fund Development Advisory Committee Terms of Reference and Operating Guidelines.

2017-2018 Annual Report

Goal 4 – A strong voice for nature conservation, Objective 4.3 Continue to develop the Islands Trust Conservancy brand and promote organizational recognition through telling of the Islands Trust Conservancy story.

- The ITC Board received and approved the text for inclusion in the 2017-2018 annual report.

Canada Nature Fund

Goal 4 – A strong voice for nature conservation, Objective 4.1 – Develop and expand fundraising strategies to support Islands Trust Conservancy programs.

- The ITC Board discussed potential options for participating in the federal funding announced in 2018.

Draft Reconciliation Action Plan and Reconciliation Declaration

Goal 2 – Collaboration with First Nations, Objective 2.1 Amend or redraft policies, procedures, plans, document templates and reports to include acknowledgement and consideration of First Nations.

- The ITC Board direct staff to develop a specific draft reconciliation declaration and action plan for the Islands Trust Conservancy.

Executive Committee Liaison Meeting Draft Agenda

Goal Three- Objective 3.6 - Participate in significant ecosystem conservation opportunities related to land use planning in collaboration with local trust committees and island municipalities.

- The ITC Board discussed and approved the agenda items for the upcoming, annual Executive Committee Liaison Meeting.

Fire Smart from a Conservation Perspective

Goal One – Science-based Conservation Planning, Objective 1.3 - Investigate opportunities for protection of important conservation areas with partners.

- The ITC Board discussed the issues around fire safety and ecosystem management on ITC owned or protected properties.

Current Islands Trust Area Activities

Goal Three – Protection of Core Conservation Areas – Objective 3.1 – Manage islands Trust Conservancy conservation areas responsibly and strategically for ecological integrity, species and ecosystems at risk, known threats, public safety and protection of identified features using the Property Management strategy.

- The ITC has completed the management plan for Fairyslipper Forest Nature Reserve on Thetis Island, is nearing completion of three nature reserve management plans on Gambier Island, and is working on management plans for three nature reserves on Denman Island and one nature reserve on Lasqueti Island. Property monitoring was completed on Bowen, Denman, Hornby, Gabriola, Gambier, Lasqueti, Link, Little D'Arcy, Saturna, Sidney and Thetis Islands. Property monitoring is underway on North Pender and Salt Spring Islands and is being planned for Galiano, South Pender, and South Winchelsea Islands.

Current Island-by-Island Activities

Goal Three – Protection of Core Conservation Areas – Objective 3.1 – Manage islands Trust Conservancy conservation areas responsibly and strategically for ecological integrity, species and ecosystems at risk, known threats, public safety and protection of identified features using the Property Management strategy.

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Kate-Louise Stamford, Chair kstamford@islandstrust.bc.ca

Islands Trust Conservancy itcmail@islandstrust.bc.ca

Denman

Management planning for three nature reserves, including the Valens Brook Nature Reserve addition, is under way. New ten-year management plans for Inner Island and Lindsay Dickson nature reserves will be completed in 2019. Property monitoring on Denman has been completed for 2019. Invasive species management activities continue at Inner Island, Lindsay Dickson, and Morrison Marsh nature reserves.

Gabriola

Expansion of the boardwalk over wet areas and exposed roots on the west side of the loop trail in Elder Cedar Nature Reserve has been completed and construction of a 93-ft boardwalk across a seasonally flooded section of trail in the northeast corner is planned for 2019. Property monitoring on Gabriola has been completed for 2019.

Galiano

Trail maintenance is being planned for Vanilla Leaf Land Nature Reserve in partnership with the Galiano Conservancy Association. Invasive species removal and annual cormorant nest monitoring are being planned for Trincomali Nature Sanctuary in partnership with the Habitat Acquisition Trust.

Gambier

Management planning for three Gambier Island nature reserves (Brigade Bluffs, Long Bay Wetland, and Mount Artaban) is nearing completion. Property monitoring on Gambier has been completed for 2019.

Lasqueti

The ITC and the Lasqueti Island Nature Conservancy (LINC) have met the fundraising goal for the Salish View acquisition campaign. Staff are continuing working to finalize the land transfer. Once the land transfer is complete, the ITC will begin public consultation on the draft management plan. Forest restoration activities at Mount Trematon Nature Reserve, led by LINC, have been completed for 2019 with assistance from Katimavik volunteers. Property monitoring on Lasqueti has been completed for 2019.

Link Island

ITC staff attended a celebration event at Link Island with the landowners and co-covenant holder (Nanaimo and Area Land Trust) and installed conservation covenant signage. Property monitoring on Link Island has been completed for 2019.

North Pender

The ITC Board discussed a referral from the North Pender Island Local Trust Committee for Bylaw No. 220. The subject property for the bylaw is adjacent to the Medicine Beach Nature Sanctuary. The ITC Board noted concerns about the effects of light pollution on many animal species, including bats, and concerns about storage of toxic materials on the site. Staff provided the ITC Board response to the local trust committee and followed up with planning staff

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regarding best management practices for external lighting and wildlife. Property monitoring on North Pender is under way.

Salt Spring

The ITC Board considered a referral from Salt Spring Island planning staff regarding a Development Variance Permit for lands adjacent to the Lower Mount Erskine Nature Reserve. The ITC Board indicated that its interests are not significantly impacted and directed staff to work with the Salt Spring Island Planner to follow up with the landowner to provide information regarding conservation options to provide a natural buffer for the nature reserve. Property monitoring on Salt Spring is under way.

Thetis

The ITC Board approved a management plan for the Fairyslipper Forest Nature Reserve, which includes a commitment to developing a parallel *Management Plan for Areas of Cultural Heritage and Sacred Significance* with a flexible timeline. ITC is collaborating with Thetis Island Nature Conservancy and Cowichan Community Land Trust on the design and building of a publicly accessible trail loop in the nature reserve, with a trail opening celebration tentatively scheduled for Earth Day 2020. ITC staff plan to install signage informing the public of Thetis Island nature reserve boundaries later this year.

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