



Gambier Island Local Trust Committee Special Meeting Revised Agenda

Date: April 18, 2018
Time: 7:00 pm
Location: Gleneagles Golf Course, Great Hall
6190 Marine Drive, West Vancouver, BC

	Pages
1. CALL TO ORDER	7:00 PM - 7:00 PM
2. APPROVAL OF AGENDA	
3. COMMUNITY INFORMATION MEETING	
3.1 GM-RZ-2004.1 (District Lot 696, Keats Island) - Proposed Bylaw No. 143	
3.1.1 <i>Planner Presentaton - Bylaw No. 143 - Slides</i>	2 - 28
3.1.2 Proposed Bylaw No. 143	29 - 36
3.1.3 Proposed Covenant for Water Conservation	37 - 39
3.1.4 <i>Revised Proposed Covenant/SRW/Rent Charge for Salmon Rock Area</i>	40 - 45
3.1.5 Proposed Covenant for Wellhead Protection	46 - 49
3.2 Question and Answer Session	
4. PUBLIC HEARING - to begin at 8:00 PM	
Public Hearing regarding Proposed Bylaw No. 143	
5. PUBLIC COMMENTS	
6. ADJOURNMENT	



Welcome!

Hay ch q u' ws i almutstahw!

(Coast Salish for 'welcome')

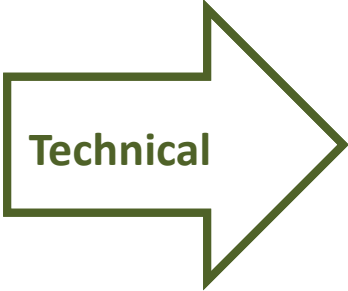
Rezoning Application GM-RZ-2004.1

(District Lot 696, Keats Island - Convention of Baptist Churches of BC)

April 18, 2018
Community Information Meeting
Gambier Island Local Trust Committee Meeting

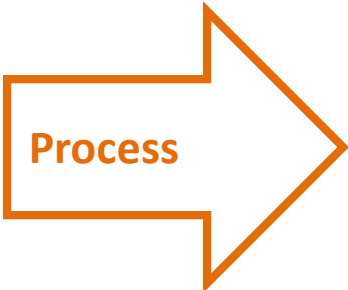


Tonight we'll review...



Technical

- ☐ Context and current land regulations on District Lot 696;
- ☐ Proposed Bylaw No.143; and
- ☐ Three Local Trust Committee covenants proposed to be registered on title.



Process

- ☐ Public input opportunities on the proposed bylaw;
- ☐ Options the LTC can consider post-public hearing;
- ☐ What happens if/when the Bylaw is adopted.

...including a Q+A before the public hearing.

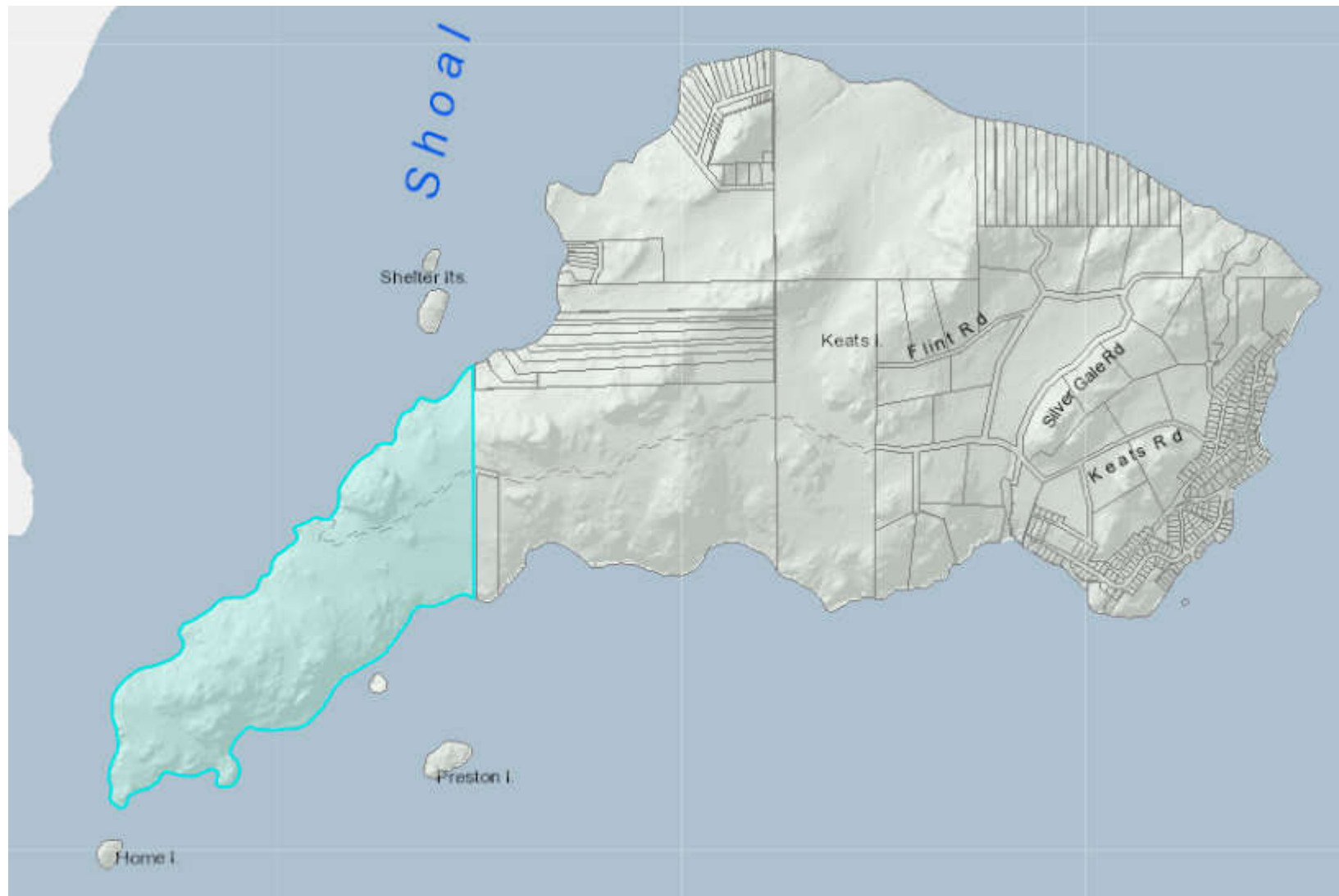
What we will NOT be covering...



- × A comprehensive 40 yr history of application GM-RZ-2004.1
- × Leaseholder lot purchase options/timelines;
- × Subdivision/servicing costs.



Gambier Island Local Trust Committee

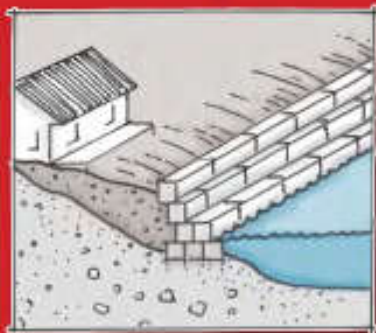




Gambier Island Local Trust Committee

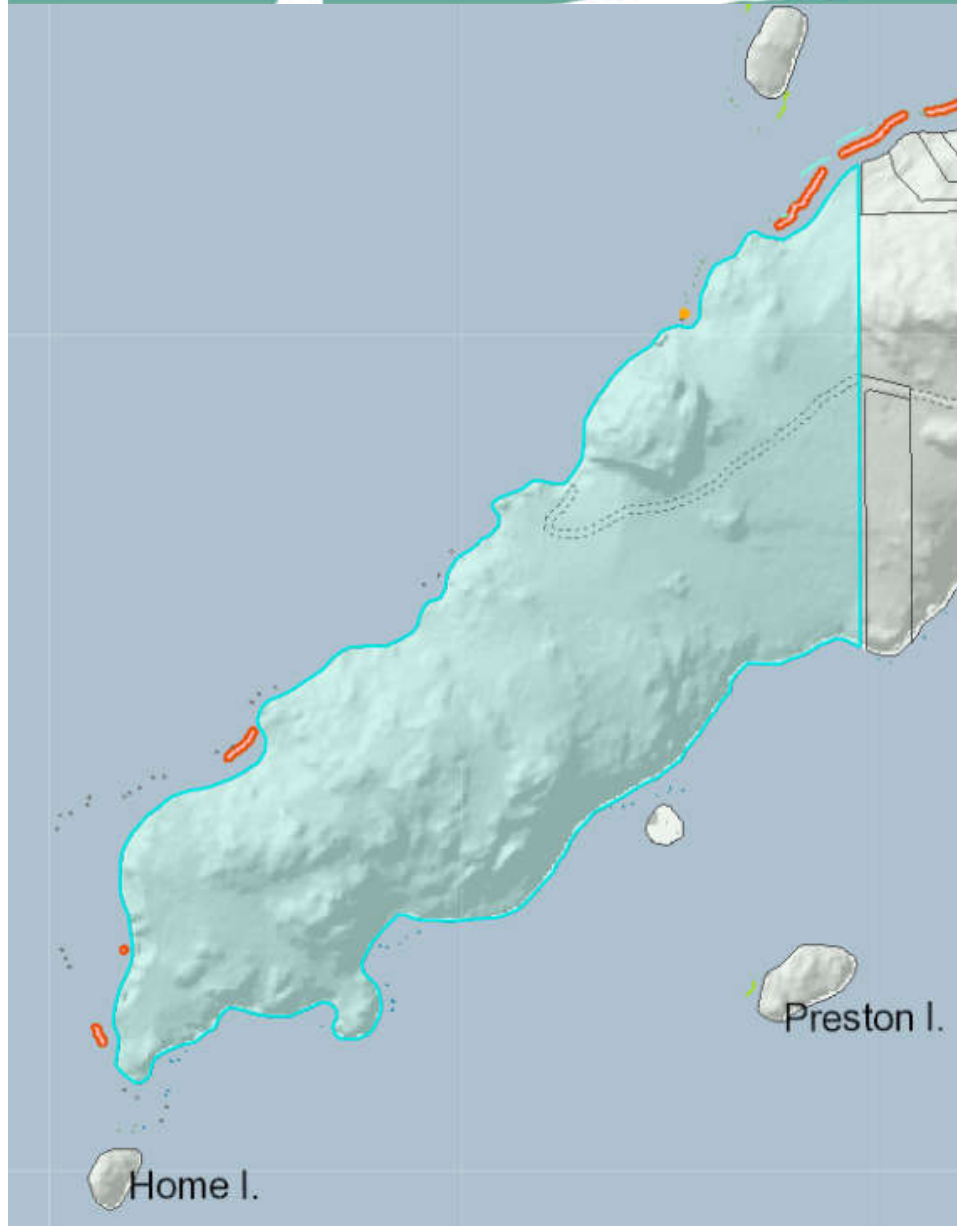


structurally altered*



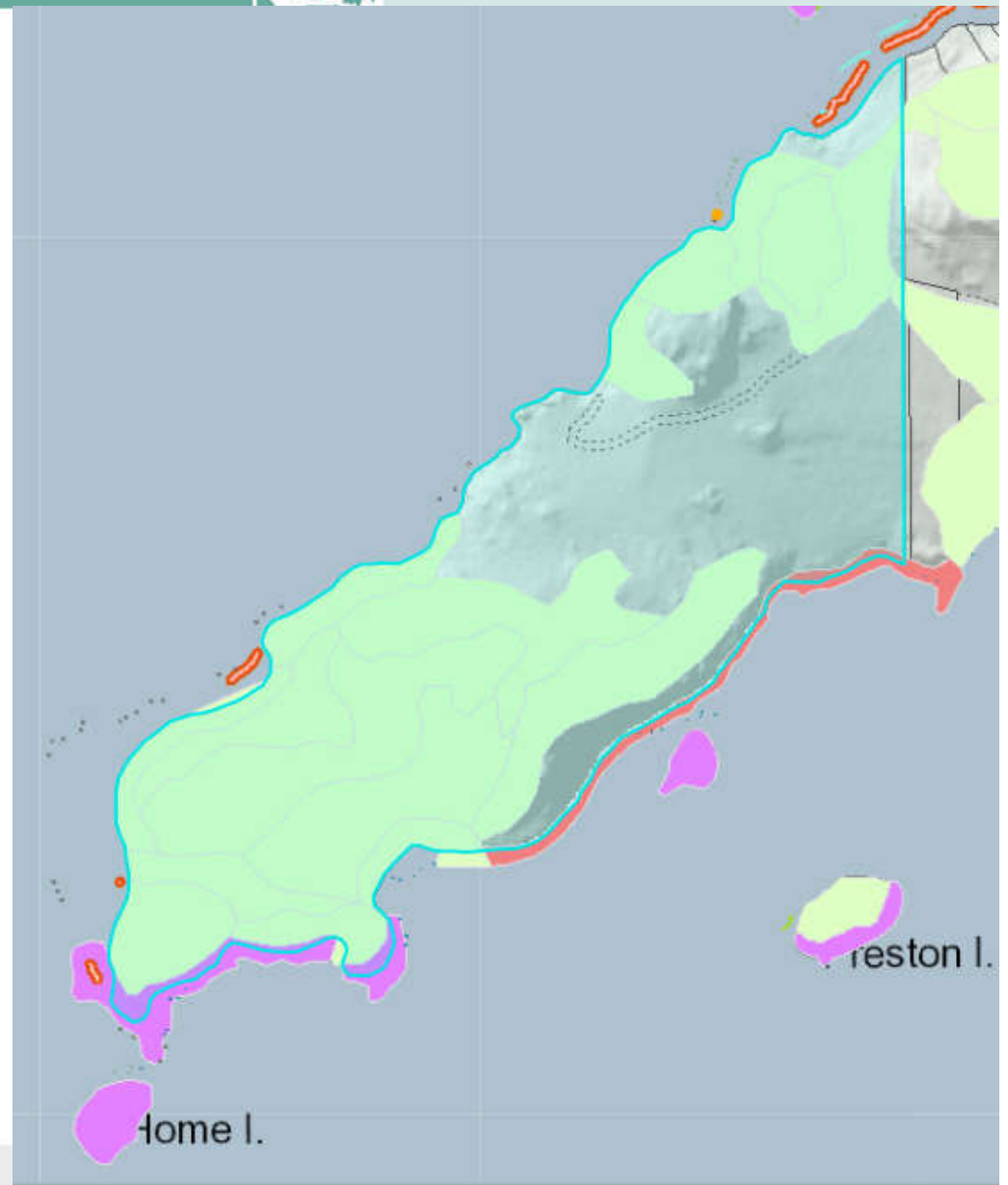
*Shorelines modified by facility development, principally boat ramps, seawalls, riprap, landfills, dykes, piers, groynes, or breakwaters.

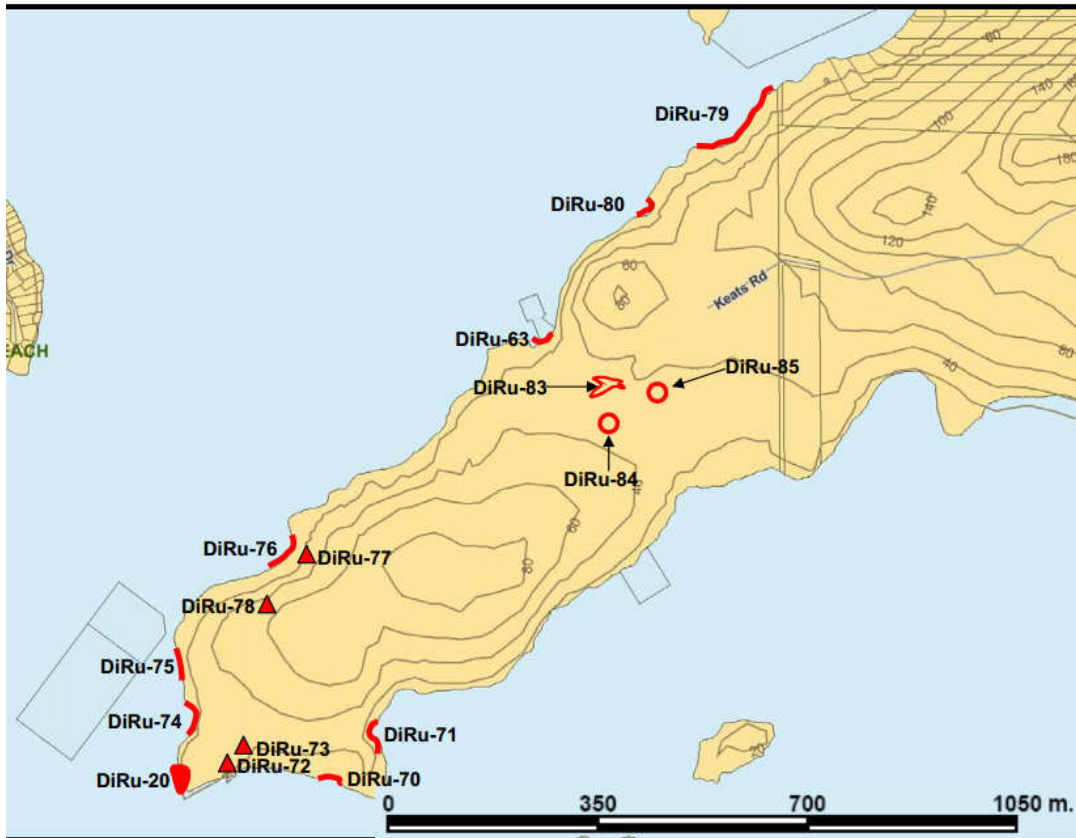




**2014 presence of eel grass
and forage fish habitat**

Mature forest, sensitive shoreline ecosystems



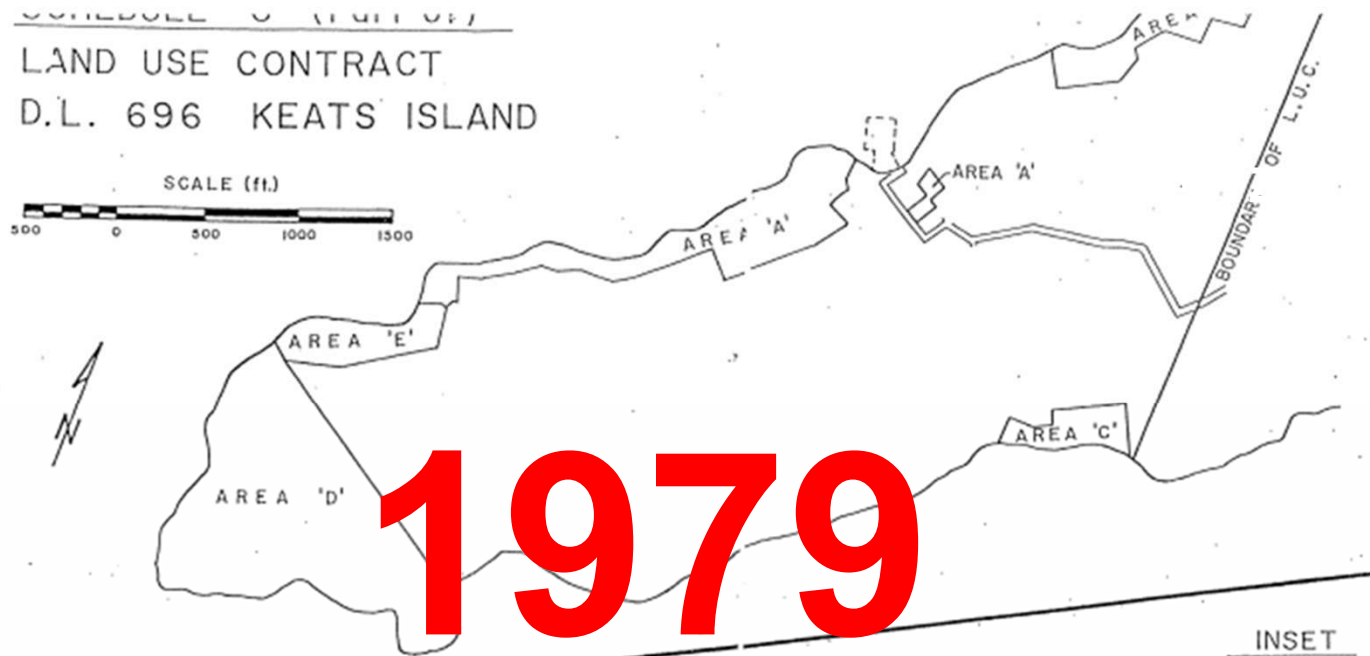


of previously recorded archaeological sites (DiRu-20 and DiRu-63) and distribution of sites identified during this study (DiRu-72, DiRu-73, DiRu-74, DiRu-75, DiRu-76, DiRu-77, DiRu-78, DiRu-79, DiRu-80, DiRu-83, DiRu-84 and DiRu-85). Red lines represent approximate site boundaries while triangles represent isolated finds.

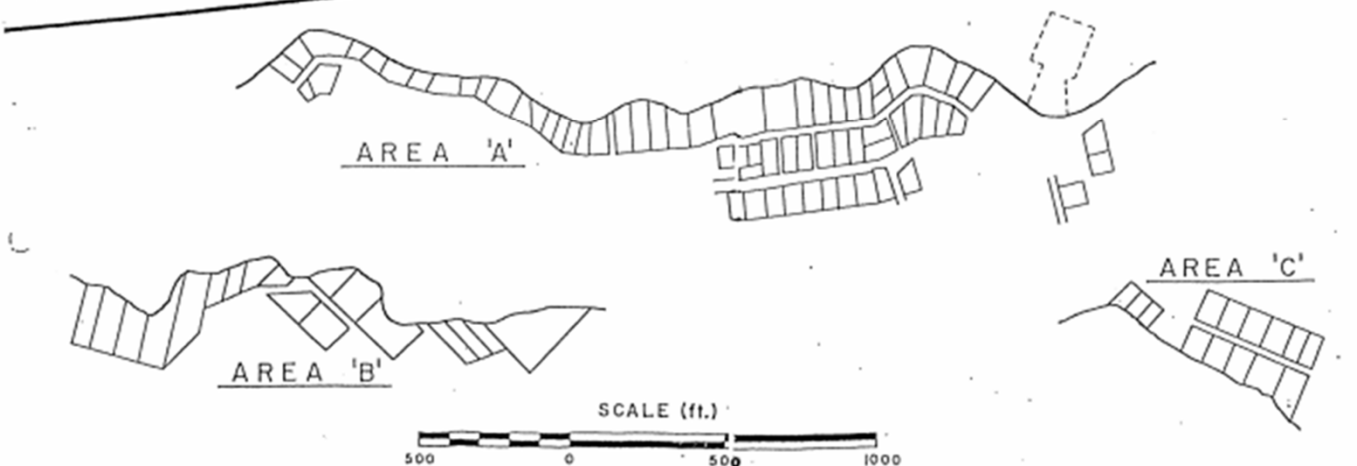
Distribution of recorded archaeological sites

SCHEDULE C (PART OF)
LAND USE CONTRACT
D.L. 696 KEATS ISLAND

SCALE (ft.)
500 0 500 1000 1500



1979

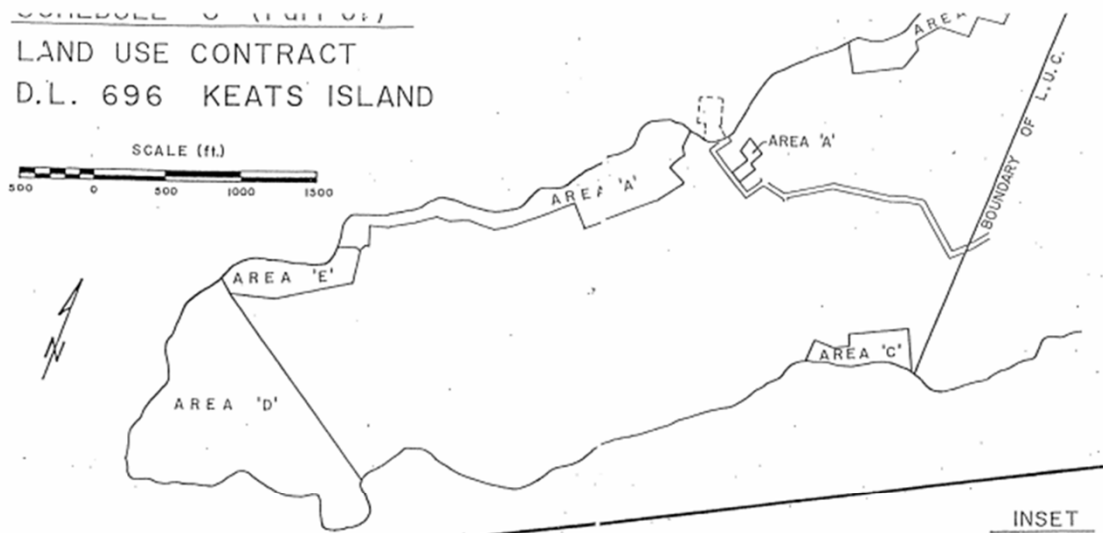




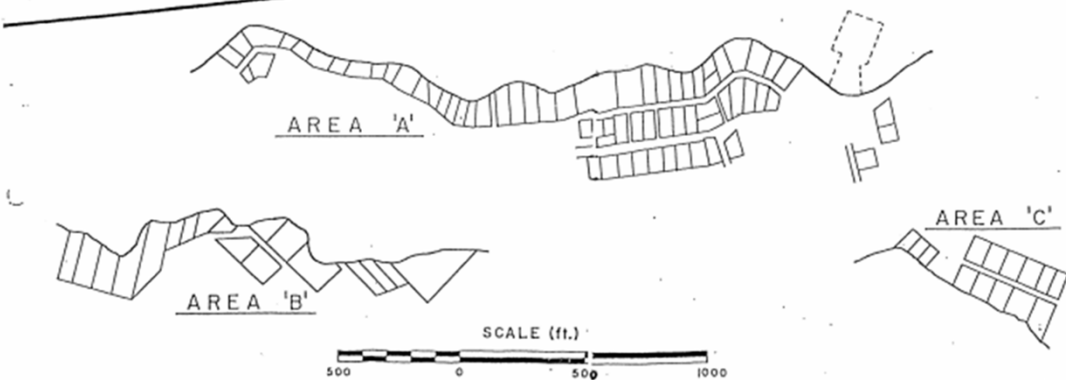
Gambier Island Local Trust Committee

SCHEDULE C (PART OF) LAND USE CONTRACT D.L. 696 KEATS ISLAND

SCALE (ft.)
500 0 500 1000 1500



INSET



Current Zoning



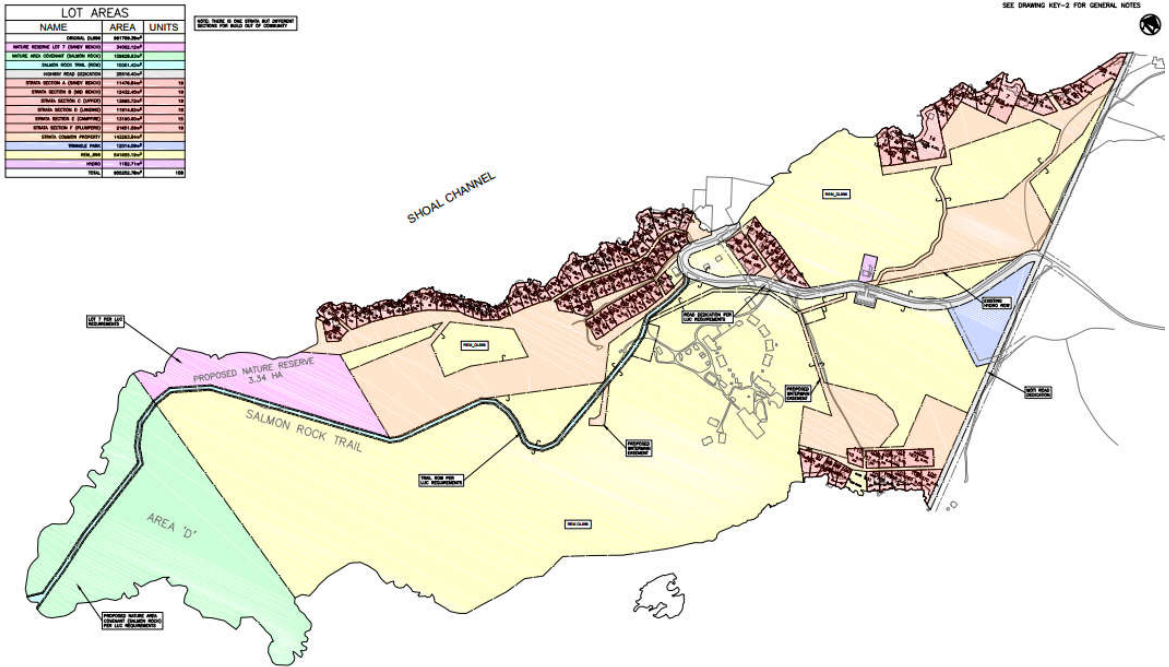


Gambier Island Local Trust Committee

Current Zoning

The map displays the following zoning districts and features:

- Zoning Districts:** P1, PC, MC, CR2, CS2, RR, M2, M3, PI1.
- Geographic Features:** A large body of water (Lake) occupies the left and bottom portions of the map. A winding road or path runs along the shoreline of the lake.
- Markers:** Numerous yellow circular markers are scattered across the map, primarily concentrated along the shoreline and within the CR2, CS2, and M2/M3 districts.
- Islands:** There are several small islands or peninsulas, including one labeled P1 in the bottom left and another labeled RR in the bottom right.

[illegible]



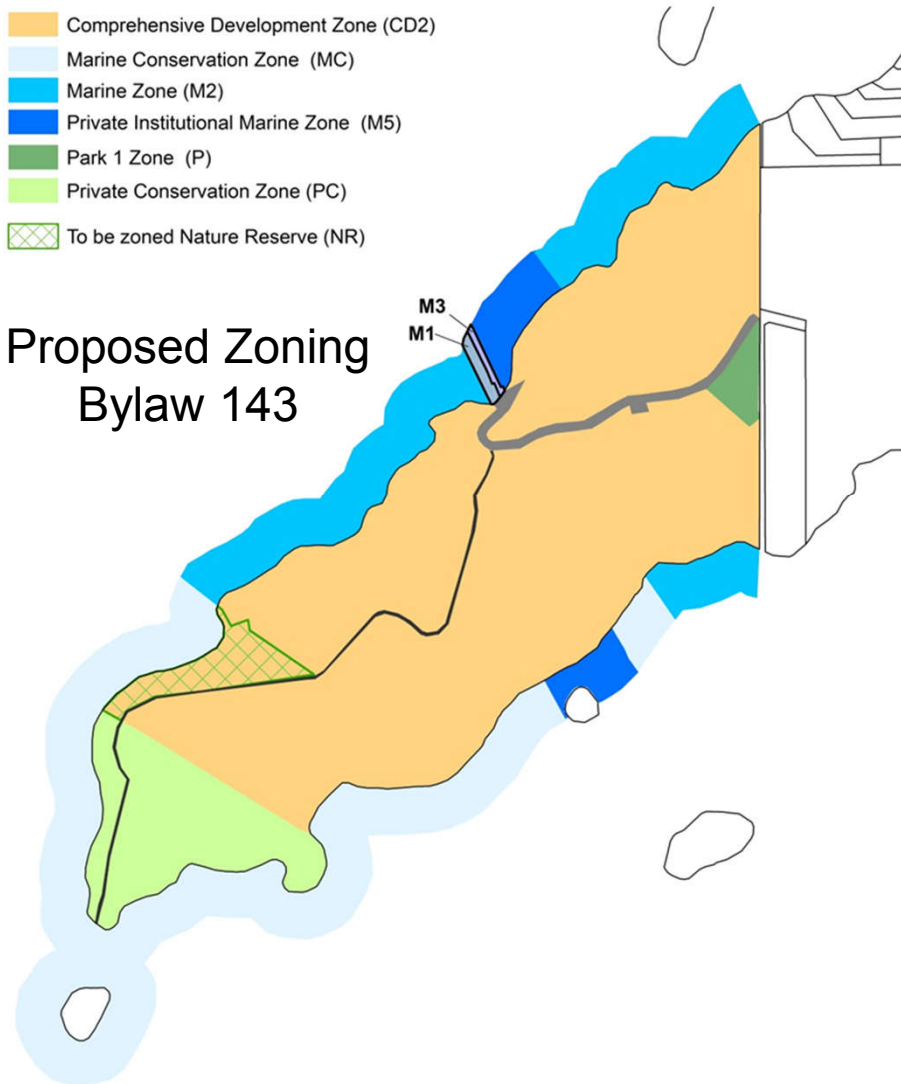
Gambier Island Local Trust Committee

Current Zoning

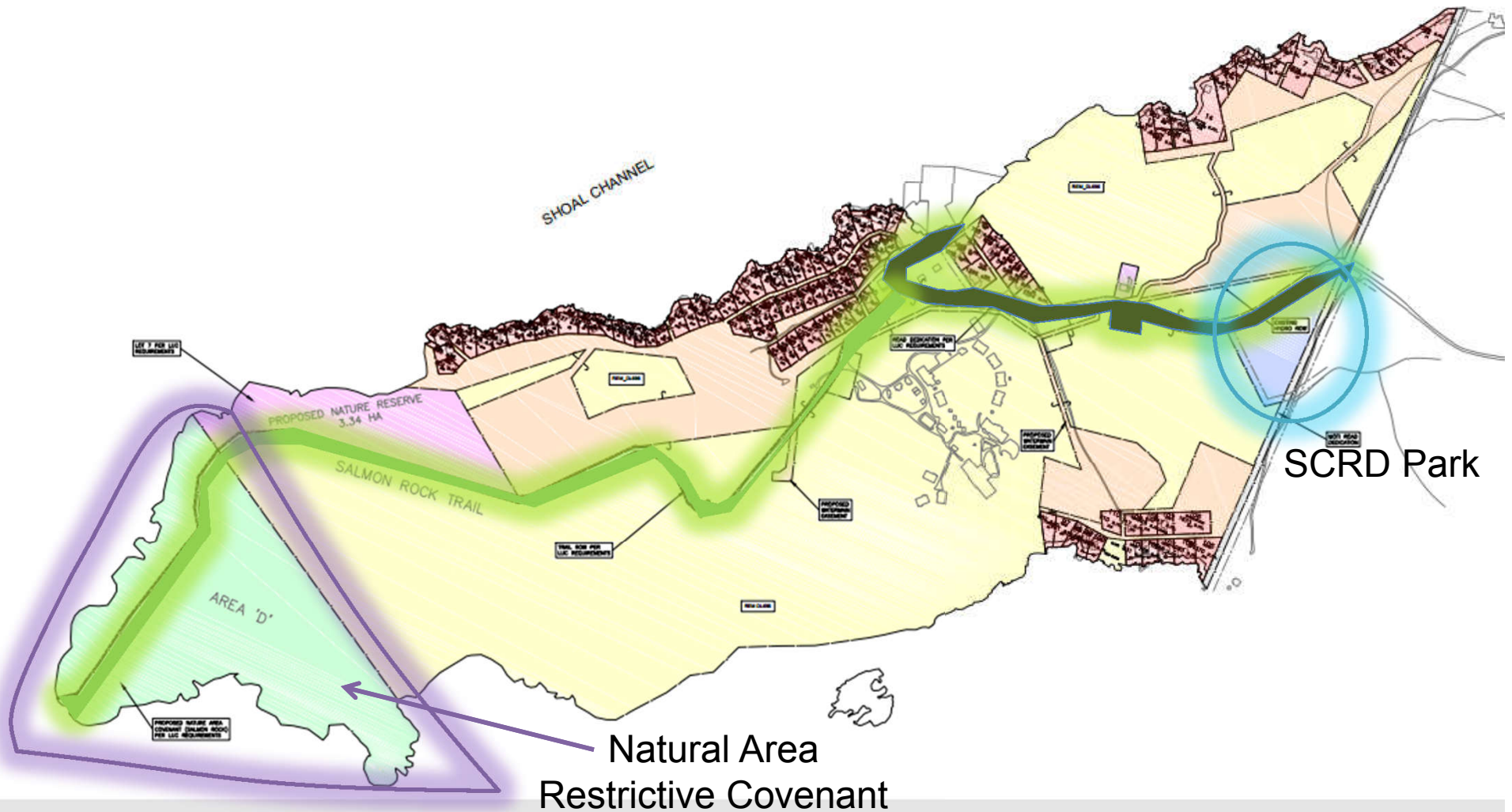


- Comprehensive Development Zone (CD2)
- Marine Conservation Zone (MC)
- Marine Zone (M2)
- Private Institutional Marine Zone (M5)
- Park 1 Zone (P)
- Private Conservation Zone (PC)
- To be zoned Nature Reserve (NR)

Proposed Zoning Bylaw 143



SEE DRAWING KEY-2 FOR GENERAL NOTES





Water conservation
covenant and
archaeological
protection covenants

Sandy Beach Nature Reserve

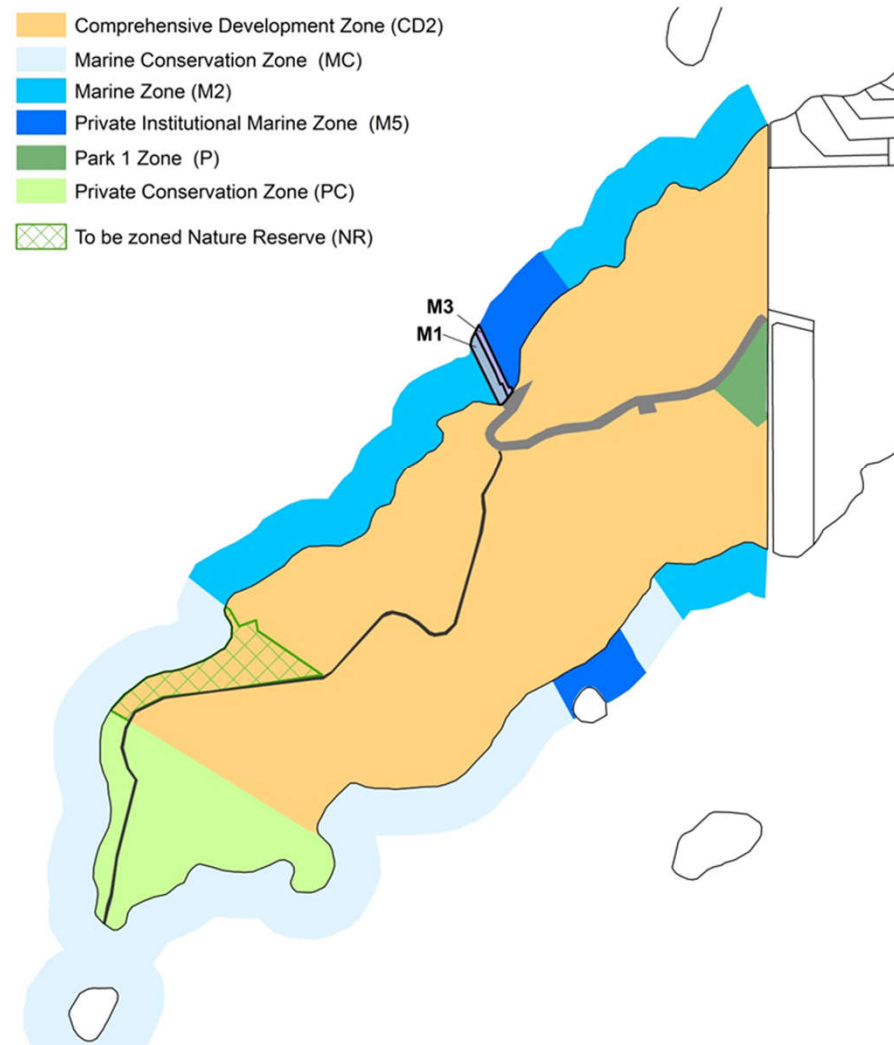
Residential (Strata) Parcel

Camp Parcel

Well head protection covenant



Gambier Island Local Trust Committee

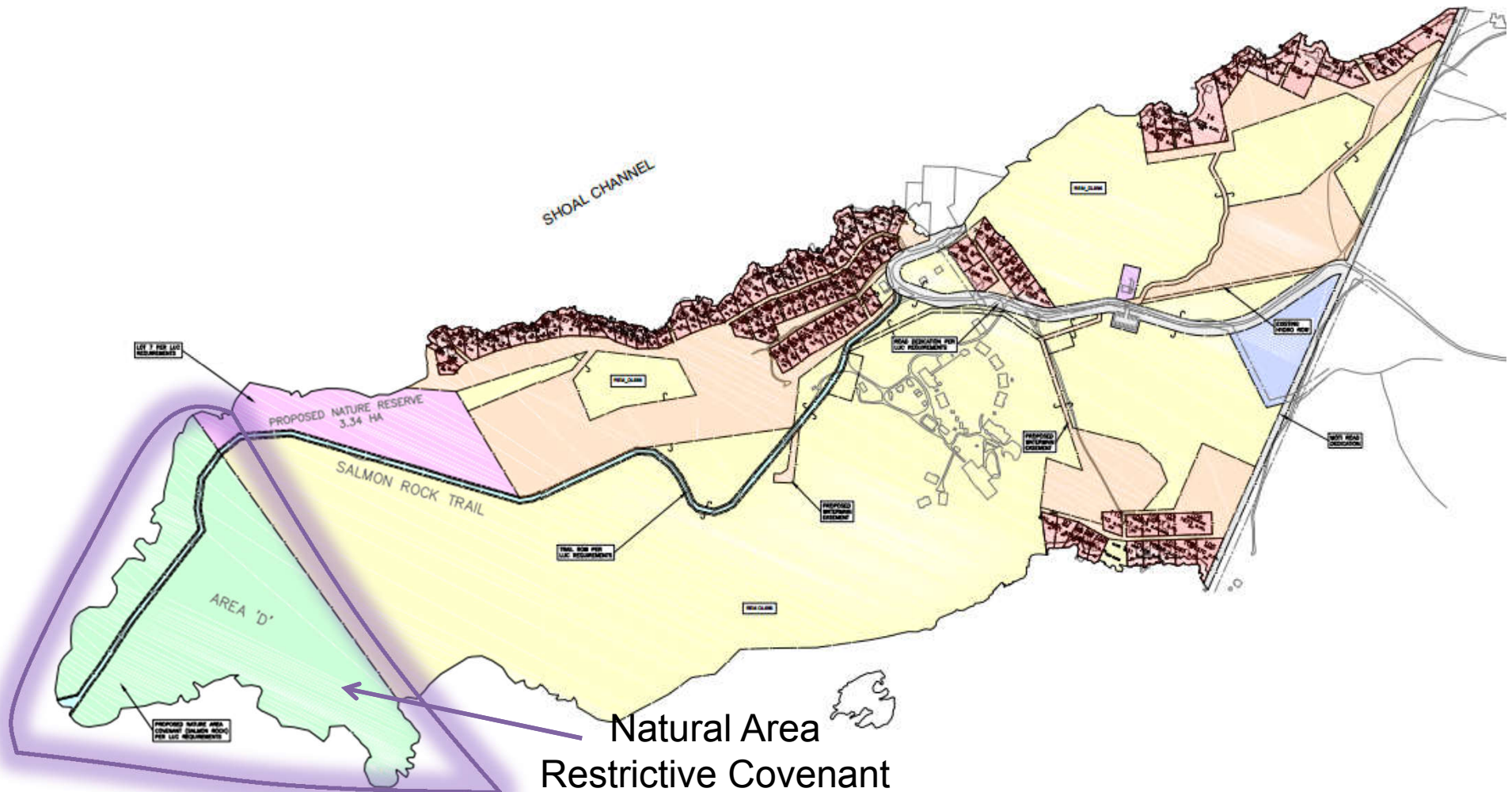


Water Conservation Covenant

- (a) install low volume toilets, showerheads, faucets and efficient washing machines that exceed the minimum requirements of the British Columbia Building Code;
- (b) when landscaping the Lands in the vicinity of the building, use only native and drought-tolerant turf and plant species;
- (c) install a rainwater harvesting and collection system for the building with a cistern capacity no less than 450 litres ;
- (d) retain a qualified contractor or consultant to undertake a regular inspection of all components of the community water system to which the building is connected, to detect leaks, such inspections and report preparation to be undertaken at least annually;
- (f) repair leaks in the community water system as soon as they are discovered;
- (g) comply with any restrictions with respect to residential lawn sprinkling, car washing, hand watering which are imposed by from time to time by any authority having jurisdiction in such matters; and
- (h) pay the fees and charges to maintain and operate the water utility system levied by any strata corporation formed upon a subdivision of the Lands by way of strata plan.

Salmon Rock Conservation Covenant

SEE DRAWING KEY-2 FOR GENERAL NOTES



Well Head Protection Covenant

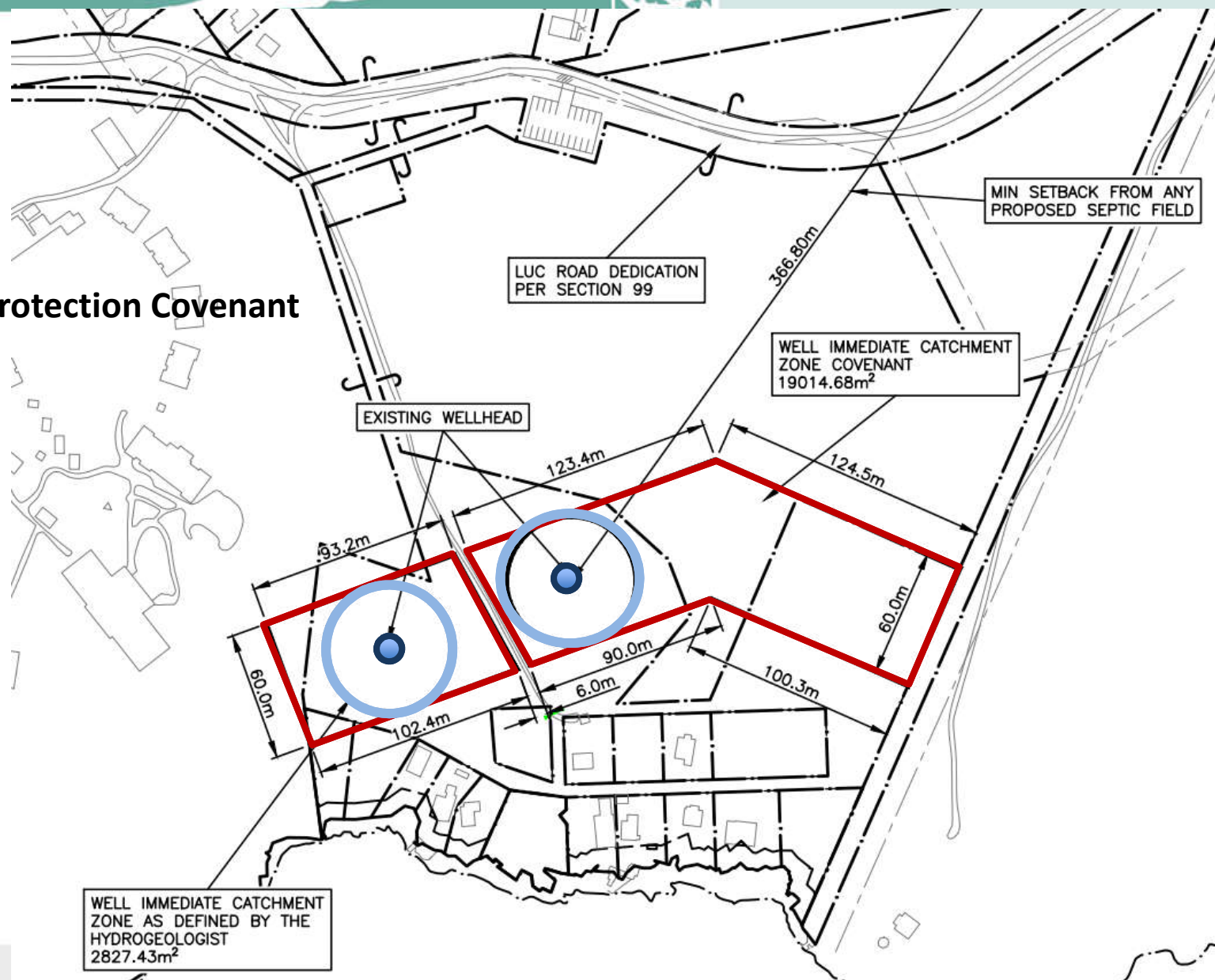
7.7 WATER SUPPLY

- .1 Where a community water supply system is proposed to serve a subdivision:
- the water system must comply in all respects with provincial enactments;
 - no community water supply system must be supplied with water that is not obtained on the island on which the system is located; and
 - if the community water system is to be supplied by a well, the immediate catchment area of the well, as defined by an engineer, is to be protected from pollution by a covenant complying with Subsection 1.2.4 prohibiting the installation of sewage disposal fields or other sanitary facilities.

Well Head Protection Covenant



Well Head Protection Covenant



Opportunities for Public Input



Written or verbal submission before the close
of the public hearing tonight!

Local Trust Committee Options Post Public Hearing

1. Defer any further consideration until the May 24th meeting date.
2. Give Third Reading to Proposed Bylaw 143 as presented.
 - a) Bylaw is forwarded to Executive Committee (EC) for approval;
 - b) If approved by EC, bylaw is returned to LTC for consideration of fourth reading (adoption).
3. Amend the Bylaw with no changes to use or density, and then give Third Reading.
4. Amend the Bylaw with significant changes (use or density) and proceed to a subsequent public hearing.
5. Request more information – may trigger a subsequent public hearing.
6. Proceed no further. Bylaw is defeated.

SEE DRAWING KEY-2 FOR GENERAL NOTES

- Deposit of plans to subdivide residential, camp and nature reserve parcels and transfer ownership of nature reserve
- Registration of covenants



Question Period



Technical Q's

- ☐ Current land regulations on DL 696
- ☐ Proposed Bylaw No.143;
- ☐ Three Local Trust Committee covenants proposed to be registered on title;



Process Q's

- ☐ Public input opportunities on the proposed bylaw;
- ☐ Options the LTC can consider post-public hearing;
- ☐ What happens if/when the Bylaw is adopted.



PUBLIC HEARING FOR PROPOSED BYLAW 143

GM-RZ-2004.1 (District Lot 696 – Keats Island -
Convention of Baptist Churches of BC)

April 18, 2018
Public Hearing
Gambier Island Local Trust Committee Meeting



PROPOSED

GAMBIER ISLAND LOCAL TRUST COMMITTEE

BYLAW NO. 143

A BYLAW TO AMEND THE KEATS ISLAND LAND USE BYLAW, 2002

The Gambier Island Local Trust Committee, being the Trust Committee having jurisdiction in respect of the Gambier Island Local Trust Area under the *Islands Trust Act*, enacts as follows:

1. Citation

This bylaw may be cited for all purposes as “Keats Island Land Use Bylaw, 2002, Amendment No. 2, 2016”.

2. Gambier Island Local Trust Committee Bylaw No. 78, cited as “Keats Island Land Use Bylaw, 2002” is amended as shown on Schedule 1, attached to and forming part of this bylaw.

3. Land Use Contract G314 authorized by Gambier Island Trust Committee Land Use Contract Authorization Bylaw No. 4, 1978 (Convention of Baptist Churches of British Columbia) is discharged.

READ A FIRST TIME THIS	20 TH	DAY OF	SEPTEMBER	, 2017
READ A SECOND TIME THIS	25 TH	DAY OF	JANUARY	, 2018
PUBLIC HEARING HELD THIS		DAY OF		, 201x
READ A THIRD TIME THIS		DAY OF		, 201x
APPROVED BY THE EXECUTIVE COMMITTEE OF THE ISLANDS TRUST				
THIS		DAY OF		, 201x
ADOPTED THIS		DAY OF		, 201x

SECRETARY

CHAIRPERSON

Gambier Island Local Trust Committee

Bylaw No. 143

Schedule 1

- 2.1 **PART.1– ADMINISTRATION AND INTERPRETATION**, Section **1.5 DEFINITIONS**, Subsection 1.5.1 is amended by:
- a) deleting the word “residential” from the definition of “boat house”;
 - b) adding a new definition: “**dormitory** means a building without a kitchen that provides sleeping quarters and washroom facilities for the temporary accommodation of persons attending or employed at a private institutional camp” after the definition of “dock”;
 - c) deleting the words “where such use is established by a Regional District, government or other public agency” at the end of the definition for “public service utility use”.
- 2.2 **PART 3 – ESTABLISHMENT OF ZONES**, Section **3.1 DIVISION INTO ZONES**, Subsection 3.1.1 is amended by:
- a) deleting “Community Residential 2 CR2”, “Private Institutional 1 PI1” and “Community Service 2 CS2”;
 - b) adding “Comprehensive Development 2 CD2” after “Comprehensive Development 1 CD1”;
- 2.3 **PART 4 – ZONE REGULATIONS**, is amended by removing Section **4.2 COMMUNITY RESIDENTIAL 2 (CR2) ZONE** in its entirety and renumbering Section **4.3 COMPREHENSIVE DEVELOPMENT 1 (CD1) ZONE** to Section 4.2;
- 2.4 **PART 4 – ZONE REGULATIONS** is amended by adding new Section **4.3 COMPREHENSIVE DEVELOPMENT 2 (CD2) ZONE** as follows:

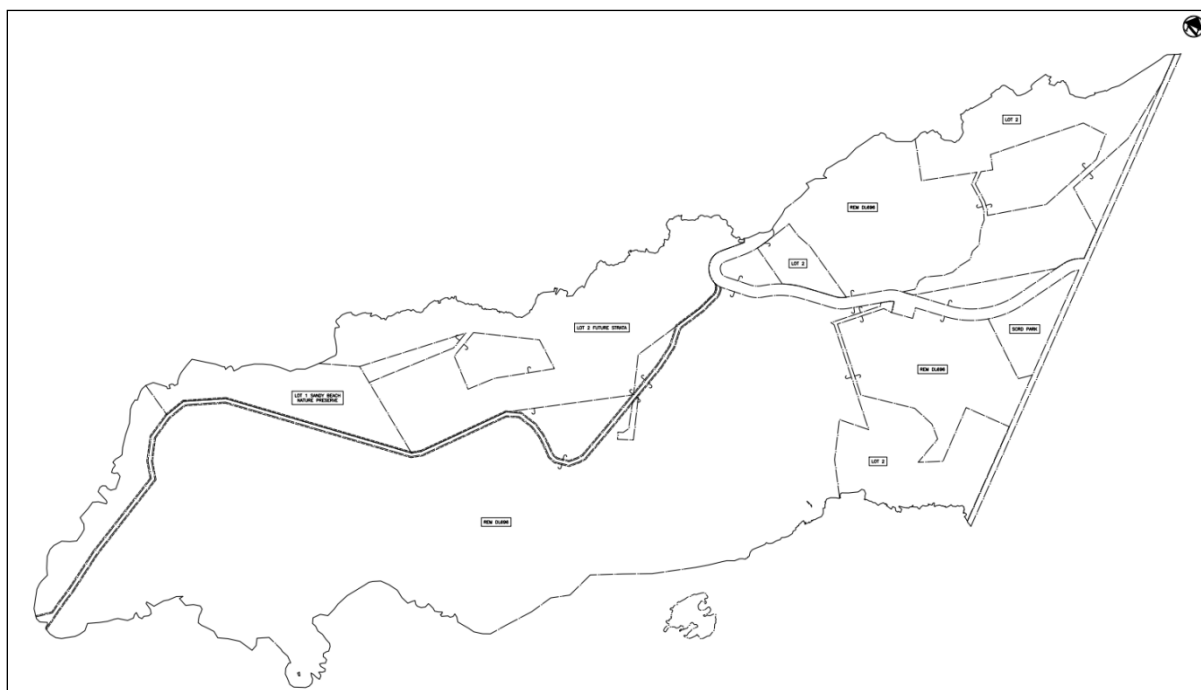
“4.3 COMPREHENSIVE DEVELOPMENT 2 (CD2) ZONE

Subdivision

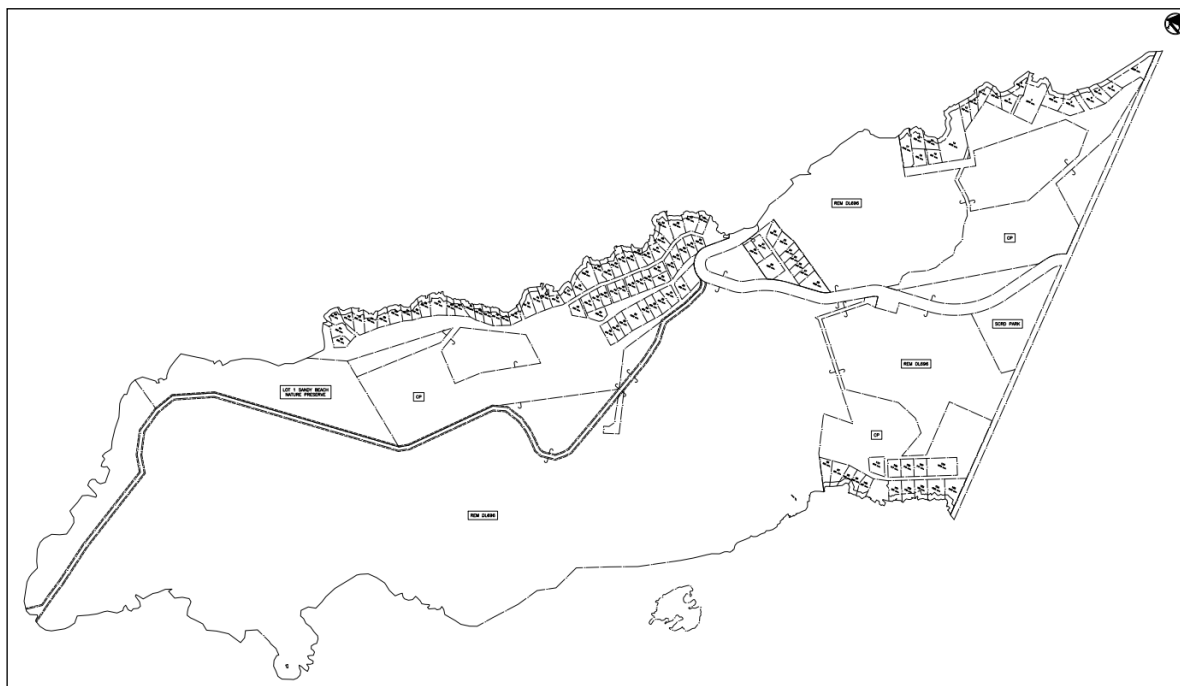
- .1 Land in the CD2 zone may be subdivided only as follows, and only in the following sequence:
- a) so as to create, together with such park and highway dedications as the approving officer may require, the three parcels described as follows, which parcels must have an area no more than 5% greater than and no more than 5% less than the areas indicated:
 - (i) a 3.40 ha parcel for nature conservation uses;
 - (ii) a 19.0 ha parcel to be further subdivided by strata plan for residential development, only as described in Subsection b);
 - (iii) a 68.0 ha parcel for institutional camp and nature conservation uses, which parcel may not be further subdivided,

which subdivision shall be in general compliance, as to the location and configuration of each of the three parcels, with the Block Subdivision Plan; and

- b) so as to create not more than 110 strata lots by strata subdivision of the parcel described under Subsection a)(ii), in accordance with the Strata Subdivision Plan, and the subdivision may vary from the Strata Subdivision Plan but not so as to affect the distribution of strata lots as among the six principal lot clusters, or so as to create any lot with an area or width less than 95% of that of the smallest or narrowest lot shown on the Strata Subdivision Plan.
- .2 In Section 4.3.1, “Block Subdivision Plan” means Revision No. 3 of Drawing No. KEY-BLK prepared by Creus Engineering Ltd. for the Convention of Baptist Churches of B.C. and dated September 6, 2017, a print copy of which is set out below and an original digital version of which is in the records of the Islands Trust, and “Strata Subdivision Plan” means Revision No. 3 of Drawing No. KEY-STR prepared by Creus Engineering Ltd. for the Convention of Baptist Churches of B.C. and dated September 6, 2017, a print copy of which is set out below and an original digital version of which is in the records of the Islands Trust.
- .3 Section 7.4.1 of this bylaw does not apply to the subdivision described in Subsection b).
- .4 The parcels created by subdivision under Section 4.4.1a)(i), (ii) and (iii) respectively are referred to in this Section 4.3 as the Sandy Beach Parcel, the Residential Parcel and the Camp Parcel.



Block Subdivision Plan.



Strata Subdivision Plan.

Permitted Uses

- .5 The Sandy Beach Parcel may be used only for natural area parks and conservation once it has been created by subdivision.
- .6 The following uses of land, buildings and structures are permitted on the Residential Parcel once it has been created by subdivision:
- single family residential uses
 - home occupations, subject to Section 2.2
 - horticulture and other uses accessory to a permitted residential use
 - public service utility uses and private utility uses including pump/utility houses
 - natural area parks and conservation
- .7 The following uses of land, buildings and structures are permitted on the Camp Parcel once it has been created by subdivision:
- private institutional camp
 - residential uses accessory to a private institutional camp use
 - one confectionery and gift shop accessory to a private institutional camp use
 - public service utility uses and private utility uses including pump/utility houses
 - natural area parks and conservation

Permitted Buildings and Structures

- .8 The following types of buildings and structures are permitted on the Residential Parcel:
- single family dwellings on individual strata lots
 - buildings and structures accessory to a permitted residential use

- community sewer system facilities
 - public service utility uses
 - pedestrian trails
 - fire huts
 - fences, subject to Section 2.4
 - signs accessory to single family residential uses, subject to Part 5
- .9 The following uses of land, buildings and structures are permitted on the Camp Parcel:
- up to five dwellings
 - dormitories and campgrounds for overnight accommodation
 - non-residential buildings and structures accessory to a private institutional camp use
 - up to three boathouses accessory to a private institutional camp use
 - community sewer system facilities
 - public service utility uses
 - pedestrian trails
 - fire huts
 - fences, subject to Section 2.4
 - signs accessory to a private institutional camp use, subject to Part 5

Density of Use

- .10 A maximum of one single family dwelling is permitted per lot on the Residential Parcel.
- .11 The maximum floor area of a fire hut on the Residential Parcel is 9.3 square metres.
- .12 The maximum aggregate floor area of dormitories and dwellings on the Camp Parcel is 4195 square metres.
- .13 The maximum aggregate floor area of buildings and structures other than dormitories and dwellings on the Camp Parcel is 3231 square metres.
- .14 The floor area of a boathouse on the Camp Parcel must not exceed 60 square metres.
- .15 The floor area of a confectionery and gift shop on the Camp Parcel must not exceed 200 square metres.

Setbacks

- .16 The minimum setback between buildings on the Residential Parcel is 3.0 metres.
- .17 The minimum setback from any lot line of any building or structure on the Camp Parcel, other than a fence, pump house, fire hut or boat house, is 10 metres.

Height of Buildings and Structures

- .18 The maximum height of buildings and structures accessory to a permitted residential use on the Residential Parcel is 4.6 m.
- .19 The maximum height of buildings and structures on the Camp Parcel is 13.0 metres except that a boat house may not exceed a height of 4.6 metres.

Lot Coverage

- .20 The maximum lot coverage of all buildings and structures on the Residential Parcel is 33%.
- .21 The maximum lot coverage of all buildings and structures on the Camp Parcel is 5%.”;

2.5 **PART 4 – ZONE REGULATIONS**, is amended by removing Section **4.6 PRIVATE INSTITUTIONAL 1 (PI1) ZONE** in its entirety and by making such consequential numbering alterations to effect this change.

2.6 **PART 4 – ZONE REGULATIONS**, is amended by removing Section **4.10 COMMUNITY SERVICE 2 (CS2) ZONE** in its entirety and by making such consequential numbering alterations to effect this change.

2.7 **PART 4 – ZONE REGULATIONS** renumbered Section **4.13 MARINE 2 – COMMUNAL MOORAGE (M2) ZONE** is amended by adding the following text and table as Subsection 4.13.6:

“Site Specific Regulations

- .6 The following Table 4.1 indicates where despite or in addition to the regulations in this Section, specific regulations apply. In the first column, the zone abbreviation and the lower-case letter refer to the notation on the zoning map. The second column describes the regulations:

Table 4.1	
Site Specific Zone	Site Specific Regulations
M2(a)	a) Despite 4.12.4 the maximum size of a dock in the marine area is 65 square metres (700 square feet). The maximum area may be increased by 47 square metres (500 square feet) per residential lot served up to a maximum size of 158 square metres (1,700 square feet).
M2(b)	a) Despite 4.12.2 non-commercial anchorage, moorage of private vessels, and recreational activities accessory to private institutional uses on the adjacent upland are permitted. b) Despite 4.12.3 the maximum height of a building or structure on a float or wharf in the M2(b) area is 5.0 metres (16.5 feet) measured from the upper surface of the float or wharf. c) Despite 4.12.4 the maximum area covered by docks in the

	entire M2(b) zone, including wharf floats and connecting ramps and piers, is 3,000 square metres (32,970 square feet).
--	--

PART 5 – SIGN REGULATIONS, Section **5.1 NUMBER AND TOTAL AREA OF SIGNS**, Subsection 5.1.1 Table 1: Sign Regulations is amended by:

- a) deleting the “CR2”, “PI1” and “CS2” zones from the first column;
- b) adding “CD2” zone to the “Zone” column immediately under “CD1”;

2.8 **PART 6 – PARKING REGULATIONS**, Section **6.1 REQUIREMENT FOR PARKING SPACES** Subsection 6.1.1 Table 2: Off-Street Parking Requirements is amended by:

- a) replacing the zoning abbreviation “PI1” in the first column with “CD2”;
- b) deleting the third column “Public Parking Lot (CS2 Zone) 15 Parking Spaces”;

2.9 **PART.7 – SUBDIVISION**, Section **7.2 EXEMPTIONS FROM MINIMUM AND AVERAGE LOT SIZES**, Subsection 7.2.2 is amended by inserting the words “or nature reserve” following the words “a conservation area”;

2.10 **PART 8 – PERMITS**, Section **8.1 TEMPORARY COMMERCIAL AND INDUSTRIAL USE PERMITS** Subsection 8.1.1 is amended by:

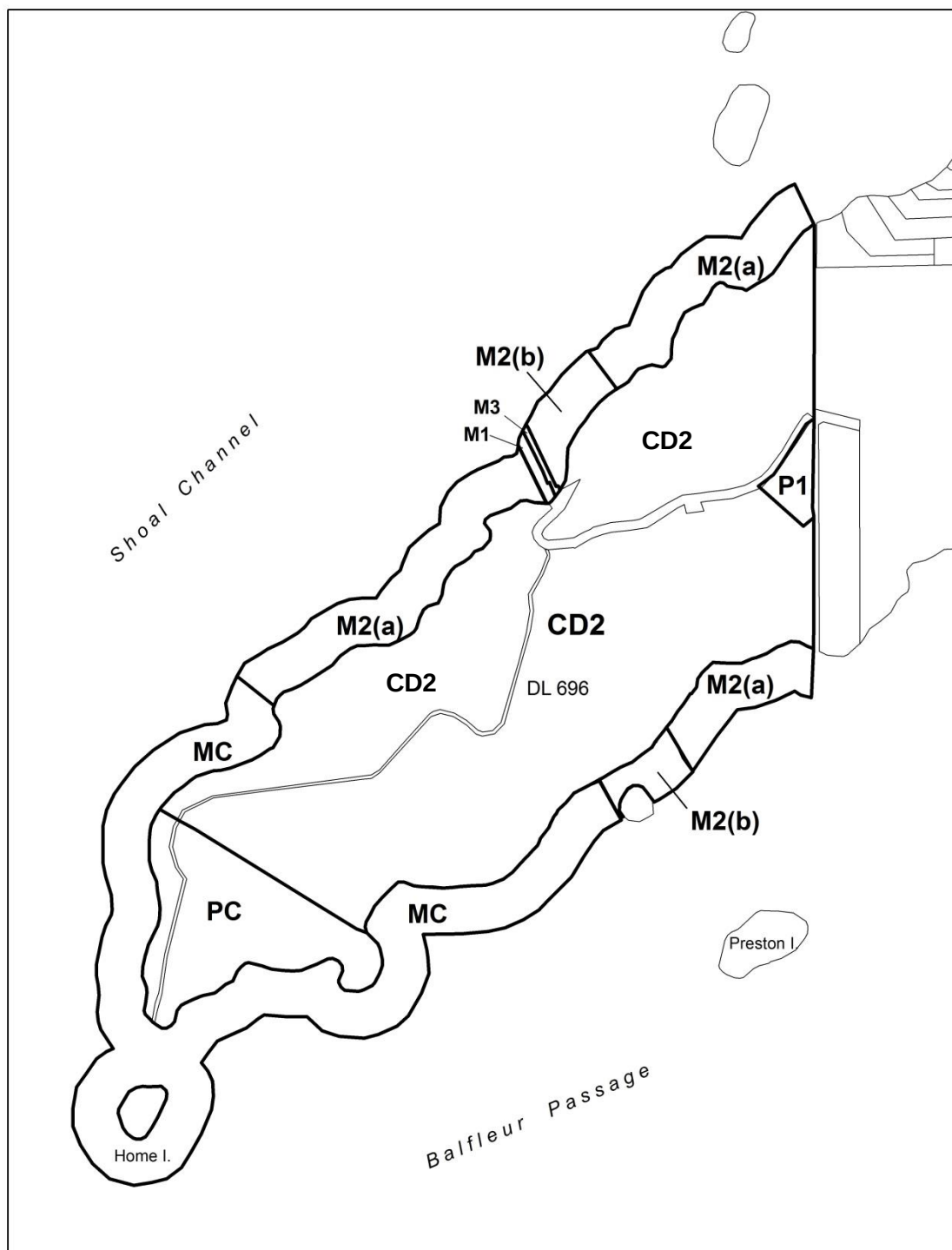
- a) deleting the words “Community Residential 2 (CR2)” and “Private Institutional 1 (PI1)”;
- b) inserting the words “Comprehensive Development 2 (CD2)” after “Comprehensive Development 1 (CD1)”;

2.11 Keats Island Land Use Bylaw, 2002, Schedule B, is amended by changing the zoning classifications to those shown on Plan 1, attached to and forming part of this Bylaw.

GAMBIER ISLAND LOCAL TRUST COMMITTEE

BYLAW NO. 143

PLAN 1



PART 2 – TERMS OF INSTRUMENT

COVENANT

(Section 219 Land Title Act)

THIS AGREEMENT made the ◆ day of ---, 201x.

BETWEEN:

THE CONVENTION OF BAPTIST CHURCHES OF BRITISH COLUMBIA
7175 Royal Oak Avenue
Burnaby, BC V5J 4J3

(hereinafter called the “Grantor”)

OF THE FIRST PART

AND:

GAMBIER ISLAND LOCAL TRUST COMMITTEE
200 – 1627 Fort Street
Victoria, BC V8R 1H8

(hereinafter called the “Grantee”)
OF THE SECOND PART

WHEREAS:

A. The Grantor is the registered owner in fee-simple of the lands legally described as follows:

PID: 014-385-694
District Lot 696 Group 1 New Westminster District

(hereinafter called the “Lands”).

B. The Lands are or will be served by a community water system.

C. The Grantee wishes to ensure that the use of water by the Grantor will be monitored and that the Grantor will follow policies and requirements designed to ensure water conservation.

D. To ensure water conservation, the Grantor has established guidelines and requirements for the equipment and facilities used by the Grantor and its successors in title which will maximize water conservation whether water is used within buildings or structures or for landscaping purposes.

E. Section 219 of the Land Title Act R.S.B.C. 1996, permits the registration of a covenant, whether of a negative or positive nature, in favour of the Grantee, as a charge against the

title to the Lands and is enforceable against the Grantor and his successors in title even if the covenant is not annexed to land owned by the Grantee.

F. The Grantor has agreed to grant in favour of the Grantee a covenant under Section 219.

NOW THEREFORE in consideration of the premises and in consideration of the sum of One Dollar (\$1.00) now paid to the Grantor by the Grantee (the receipt and sufficiency whereof is hereby acknowledged), the parties covenant and agree with each other as follows:

1. The Grantor covenants and agrees with the Grantee that for any building capable of habitation which is built or constructed on the Lands after the date this Agreement is registered in the Land Title Office, the Grantor will:
 - (a) install low volume toilets, showerheads, faucets and efficient washing machines that exceed the minimum requirements of the British Columbia Building Code;
 - (b) when landscaping the Lands in the vicinity of the building, use only native and drought-tolerant turf and plant species;
 - (c) install a rainwater harvesting and collection system for the building with a cistern capacity no less than 450 litres ;
 - (d) retain a qualified contractor or consultant to undertake a regular inspection of all components of the community water system to which the building is connected, to detect leaks, such inspections and report preparation to be undertaken at least annually;
 - (f) repair leaks in the community water system as soon as they are discovered;
 - (g) comply with any restrictions with respect to residential lawn sprinkling, car washing, hand watering which are imposed by from time to time by any authority having jurisdiction in such matters; and
 - (h) pay the fees and charges to maintain and operate the water utility system levied by any strata corporation formed upon a subdivision of the Lands by way of strata plan.
2. This Agreement and the rights herein granted will run with the Lands and each part into which the Lands may be subdivided, whether by subdivision plan, strata plan or otherwise howsoever, and the term "Grantor" includes the owner of each subdivided portion of the Lands and the successors in title thereof. Despite anything contained in this Agreement, if the Lands are subdivided by subdivision plan, strata plan or otherwise howsoever, a default in respect of any subdivided portion of the Lands, including a default with respect to any amount payable in connection with any subdivided portion of the Lands, will not be a default with respect to any other portion of the Lands for which there has not been a default and the Grantee will not be entitled to exercise any of its rights

or remedies under this Agreement except with respect to the subdivided portion or portions of the Lands for which there has been a default.

3. This Agreement shall charge the Lands pursuant to Section 219(5) of the Land Title Act, R.S.B.C. 1996 and shall be covenants the burden of which shall run with the Lands and bind the Lands and every part or parts thereof. The covenants set forth herein shall not terminate if and when a purchaser becomes owner in fee simple of the Lands, but shall charge the whole of the interest of such purchaser and shall continue to run with the Lands and bind the Lands and all future owners of the Lands and any portion thereof. This Agreement shall not be personal or binding on the parties hereto except during such time as the parties hereto shall have any interest in the Lands and only in respect of such portion of the Lands in which the parties have an interest but the Lands shall nevertheless be and remain at all times charged herewith.
4. The Grantor hereby agrees to indemnify and save harmless the Grantee from and against all costs and expenses (including legal fees) incurred by the Grantee as a result of any breach by the Grantor of the covenants herein contained.
5. This Agreement shall enure to the benefit of and is binding on the parties hereto and their respective heirs, executors, administrators, successors and assigns.
6. Wherever the singular or masculine are used this Agreement, the same shall be deemed to include the plural, the feminine, the body politic or corporate as the context or the parties so require.
7. All references to each party hereto shall include the heirs, executors, administrators, successors, assigns, officers, employees or agents of that party.
8. If any section, subsection, sentence, clause or phrase of the 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.

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

END OF DOCUMENT

PART 2 – TERMS OF INSTRUMENT

COVENANT, STATUTORY RIGHT OF WAY AND RENT CHARGE

(Sections 218 and 219 Land Title Act)

THIS AGREEMENT made the ◆ day of ---, 201x.

BETWEEN:

THE CONVENTION OF BAPTIST CHURCHES OF BRITISH COLUMBIA
7175 Royal Oak Avenue
Burnaby, BC V5J 4J3

(hereinafter called the “Grantor”)

OF THE FIRST PART

AND:

GAMBIER ISLAND LOCAL TRUST COMMITTEE
200 – 1627 Fort Street
Victoria, BC V8R 1H8

(hereinafter called the “Grantee”)

OF THE SECOND PART

WHEREAS:

A. The Grantor is the registered owner in fee-simple of the lands herein described as follows:

PID: 014-385-694
District Lot 696 Group 1 New Westminster District

(hereinafter called the “Lands”);

B. Section 219 of the Land Title Act R.S.B.C. 1996, permits the registration of a covenant, whether of a negative or positive nature, in favour of the Grantee, as a charge against the title to the Lands and is enforceable against the Grantor and its successors in title even if the covenant is not annexed to land owned by the Grantee;

C. The Grantor desires to grant this Covenant to restrict the use of a portion of the Lands.

NOW THEREFORE in consideration of the premises and in consideration of the sum of One Dollar (\$1.00) now paid to the Grantor by the Grantee (the receipt and sufficiency whereof is hereby acknowledged), the parties covenant and agree with each other as follows:

1. The Grantor covenants and agrees with the Grantee that the portion of the Lands (such portion of the Lands is herein called the “Restricted Area”) outlined in heavy black line on the Explanatory Plan of the Lands certified correct by ♦ , B.C.L.S., on ♦ , a reduced copy of which is attached hereto as Schedule “A”, shall be used only in accordance with the terms and conditions set out in this covenant as follows:
 - (a) the Restricted Area will not be further subdivided;
 - (b) except with the prior written approval of the Grantee, the Grantor will not use the Restricted Area for an activity or use which:
 - (i) causes or allows silts, leachates, fills or other deleterious substances to be released into any watercourse on the Restricted Area;
 - (ii) causes the erosion of the Restricted Area to occur;
 - (iii) causes or facilitates the loss of soil on the Restricted Area;
 - (iv) alters or interferes with the hydrology of the Restricted Area, including by the diversion of natural drainage or flow of water in, on or through the Area;
 - (v) causes or allows fill, rubbish, ashes, garbage, waste or other material foreign to the Restricted Area to be deposited in, on or under the Restricted Area;
 - (vi) causes or allows any component of the Restricted Area, including soil, gravel or rock, to be disturbed, explored for, moved, removed from or deposited in or on the Restricted Area;
 - (vii) causes or allows pesticides, including but not limited to herbicides, insecticides or fungicides, to be applied to or introduced onto the Restricted Area;
 - (viii) causes or allows any indigenous vegetation on the Restricted Area to be cut down, removed, defoliated or in any way tampered with, except in the exercise of an aboriginal right;
 - (c) the Grantor will not ~~permit hunting, fishing, or gathering~~ grant permission to hunt, fish or gather on the Restricted Area except in the exercise of an aboriginal right, or permit the grazing of domestic animals on the Restricted Area;
 - (d) the Grantor will not construct, build, affix or place any buildings, structures, fixtures or improvements of any kind on the Restricted Area;
 - (e) the Grantor will not construct on the Restricted Area any road that is not in existence at the time of registration of this Agreement;

- (f) the Grantor will not use or permit—grant permission for the use of motorized or non-motorized vehicles on the Restricted Area other than for the transportation of physically disabled people, emergency vehicles and for maintenance staff use;
- (g) the Grantor will not permit install or permit—grant permission for the installation of overnight camping, toilet or picnic facilities or pole lights in or on the Restricted Area or permit—grant permission for the lighting of campfires in the Restricted Area;
- (h) the Grantor will not lease or license the Restricted Area or any part thereof unless the lease or license is expressly made subject to the provisions of this Agreement and expressly entitles the Grantor to terminate the lease or license if the tenant or licensee breaches any of the provisions of this Agreement;
- (i) notwithstanding any restriction or condition to the contrary, the Grantor may:
 - (i) install, maintain or replace a reasonable number of signs for the purposes of public safety or informing the public about the Restricted Area ; and
 - (ii) maintain, replace or restore the trails existing within the Restricted Area at the time of registration of this Agreement, so long as the location of each trail remains the same and the width is the same or smaller; and
- (j) the Grantor will use the Restricted Area only in accordance with all applicable bylaws of the Local Trust Committee, as may be in effect, from time to time.

2. The Grantor grants to the Grantee under Section 218 of the Land Title Act a statutory right of way over the Restricted Area for the Grantee and its employees, agents and contractors to enter on the Restricted Area on one day in each calendar year to inspect the Restricted Area to determine whether the restrictions in Section 1 are being complied with, and agrees to reimburse the Grantee for reasonable costs incurred to engage third party consultants to enter on the Restricted Area and perform the inspection, including the cost of report preparation and surface travel to the Restricted Area, such costs to be evidenced by consultant invoices and receipts and to be restricted to a maximum annual amount of \$500, subject to adjustment for inflation in accordance with the formula in Section 5.

3. As security for the performance of the Grantor's obligation to reimburse the Grantee under Section 2, by this Section the Grantor grants to the Grantee an annual rent charge against the Lands, ranking prior to all other financial charges and encumbrances registered against the Lands (the "Rent Charge") to secure payment to the Grantee by the Grantor in the amount of \$500, as adjusted for inflation under Section 5. The Rent Charge shall be the absolute property of the Grantee in fee simple and shall issue and be payable annually by the Grantor to the Grantee out of the Lands in advance free and clear

of all setoffs and deductions on or before July 1 in each year and every year commencing July 1, 2019.

4. Despite section 3, the obligations of the Grantor to pay the Rent Charge shall be suspended and deferred in each year, and shall not accrue in that year or from year to year so long as the Grantor is not in breach of the reimbursement obligation in Section 2. In any year in which the Grantor fails to reimburse the Grantee within 30 days of receiving the Grantee's reimbursement demand, the Rent Charge shall cease to be suspended and deferred, and shall operate and shall be payable commencing on the July 1 following the Grantee's demand, and continuing thereafter each year in accordance with section 3.
5. The amount of the Rent Charge shall be increased or decreased on December 31 of each year commencing on December 31, 2019 by a percentage determined as follows:

$$\frac{\text{Current Year's June CPI} - \text{Previous Year's June CPI}}{\text{Previous Year's June CPI}} \times 100 = \underline{\hspace{1cm}} \%$$

where "CPI" means the All-items Consumer Price Index published by Statistics Canada, or its successor in function, for Vancouver, British Columbia.

6. The Grantor shall be entitled to a discharge of the Rent Charge in respect of any portion of the Lands that is subdivided under the *Strata Property Act*, provided that the subdivision complies with s. 4.3.1(b) of Gambier Island Local Trust Committee Bylaw No. 78. For this purpose, the Grantor shall prepare a registrable discharge for execution by the signatories of the Grantee, and the Grantee shall execute such discharge if it is within the scope of this Section 6.

~~2.7.~~ This Agreement runs with the Lands and enures to the benefit of and is binding on the parties hereto and their respective successors and assigns.

~~3.8.~~ The parties agree that this Agreement shall not be modified or discharged except in accordance with the provisions of Section 219(~~59~~) of the Land Title Act, R.S.B.C. 1996

~~4.9.~~ ~~This Covenant is~~ The covenant, statutory right of way and rent charge in this Agreement are granted voluntarily by the Grantor to the Grantee pursuant to Sections 218 and 219 of the Land Title Act, R.S.B.C. 1996 and shall run with the Lands.

~~5.10.~~ _____ The Grantor hereby agrees to indemnify and save harmless the Grantee from and against all costs and expenses (including legal fees) incurred by the Grantee as a result of any breach by the Grantor of the covenants herein contained.

~~6.11.~~ _____ The Grantor acknowledges and agrees that, in the event of any breach of this Agreement by the Grantor and in view of the inadequacy of a damages remedy, the public interest in the conservation of the Restricted Area favours an order for specific performance of this Agreement including an order for the restoration of the Restricted Area to the condition that preceded the breach.

| ~~7.12.~~ Wherever the singular or masculine are used this Agreement, the same shall be deemed to include the plural, the feminine, the body politic or corporate as the context or the parties so require.

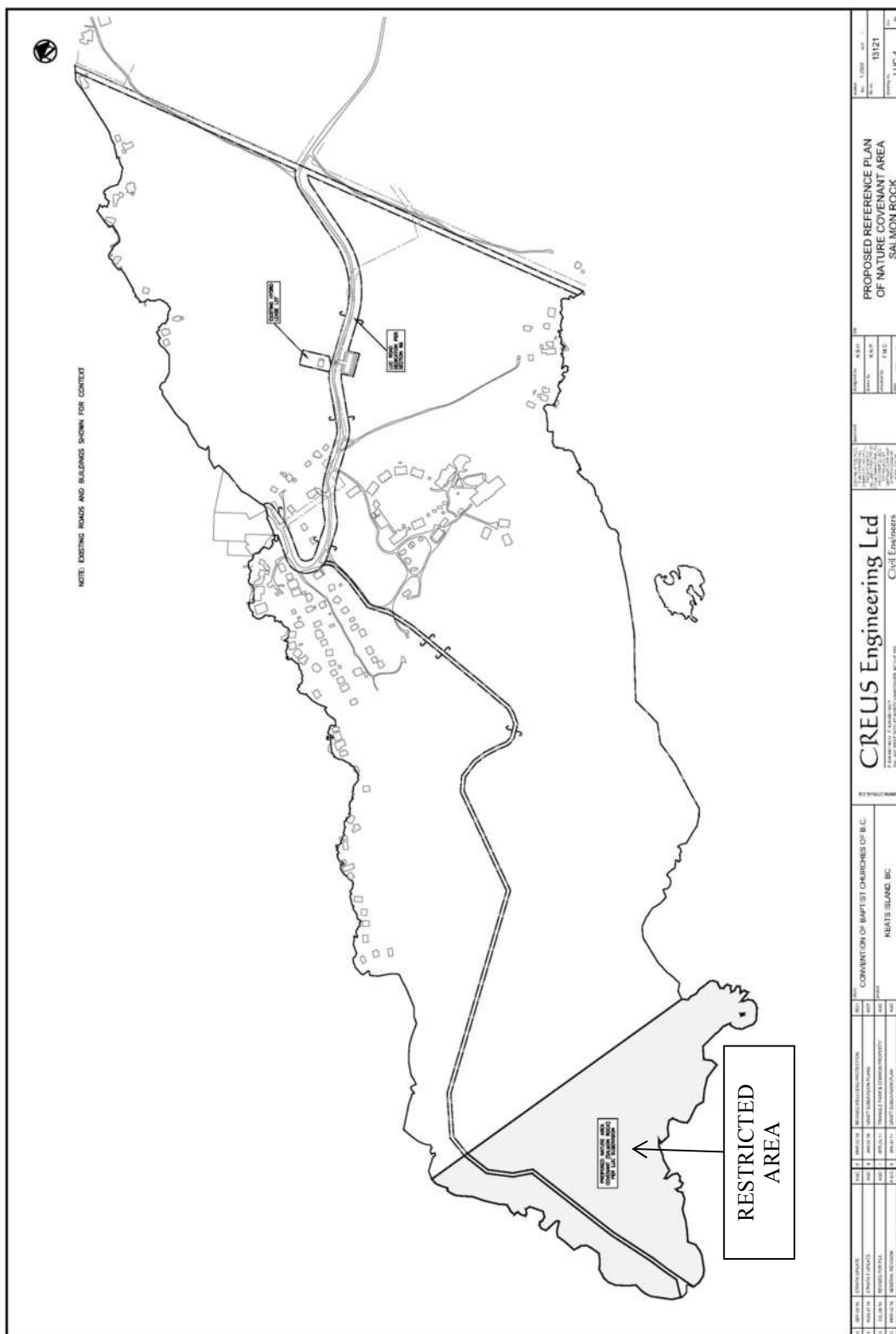
| ~~8.13.~~ All references to each party hereto shall include the heirs, executors, administrators, successors, assigns, officers, employees or agents of that party.

| ~~9.14.~~ If any section, subsection, sentence, clause or phrase of the 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.

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

| END OF DOCUMENT

SCHEDULE "A"



PART 2 – TERMS OF INSTRUMENT

COVENANT

(Section 219 Land Title Act)

THIS AGREEMENT made the ◆ day of ---, 201x.

BETWEEN:

THE CONVENTION OF BAPTIST CHURCHES OF BRITISH COLUMBIA
7175 Royal Oak Avenue
Burnaby, BC V5J 4J3

(hereinafter called the “Grantor”)

OF THE FIRST PART

AND:

GAMBIER ISLAND LOCAL TRUST COMMITTEE
200 – 1627 Fort Street
Victoria, BC V8R 1H8

(hereinafter called the “Grantee”)

OF THE SECOND PART

WHEREAS:

A. The Grantor is the registered owner in fee-simple of the lands legally described as follows:

PID: 014-385-694
District Lot 696 Group 1 New Westminster District

(hereinafter called the “Lands”).

B. The Lands are or will be served by a community water system with a groundwater source.

C. Gambier Island Local Trust Committee Bylaw No. 78 (the “Bylaw”) section 7.7.1 requires that where a community water system is to be supplied by, *inter alia*, a well, the immediate catchment area of the well is to be protected from pollution by a covenant prohibiting the installation of sewage disposal fields or other sanitary facilities, and the Grantor’s consultant has determined that the appropriate area for this purpose is shown in heavy black line on the Explanatory Plan.

D. Section 219 of the Land Title Act R.S.B.C. 1996, permits the registration of a covenant, whether of a negative or positive nature, in favour of the Grantee, as a charge against the title to the Lands and is enforceable against the Grantor and its successors in title even if the covenant is not annexed to land owned by the Grantee.

- E. The Grantor desires to grant in favour of the Grantee a covenant to protect groundwater wells on the Lands from pollution.

NOW THEREFORE in consideration of the premises and in consideration of the sum of One Dollar (\$1.00) now paid to the Grantor by the Grantee (the receipt and sufficiency whereof is hereby acknowledged), the parties covenant and agree with each other as follows:

1. The Grantor covenants and agrees with the Grantee that the Grantor will not install, or permit any person to install, any underground sewage disposal system, including any septic tanks, distribution tanks, absorption fields or related appurtenances, or fuel storage tanks to be sited within the areas outlined in heavy black line on the Explanatory Plan of the Lands certified correct by ♦ , B.C.L.S., on ♦ , a reduced copy of which is attached hereto as Schedule "A".
2. If any well not shown on Schedule "A" is provided on the Lands to supply water to a community water system on the Lands, the Grantor covenants and agrees with the Grantee that the restrictions in Section 1 shall apply in respect of that portion of the Lands that is within the heavy bold outline on Schedule "A". Any future well will be subject to a covenant with similar restrictions within 30 m of the wellhead.
3. The Grantor agrees, at the Grantor's expense, to ensure that this Agreement, and the interests it creates, are registered against title to the Lands, with priority over all financial charges, liens and encumbrances, including options to purchase, rights to purchase and rights of first refusal, registered or pending registration in the applicable provincial land title office at the time of application for registration of this Agreement.
4. This Agreement shall charge the Lands pursuant to Section 219(5) of the Land Title Act, R.S.B.C. 1996 and shall be covenants the burden of which shall run with the Lands and bind the Lands and every part or parts thereof, and shall attach to and run with the Lands and each and every part into which the Lands may be divided or subdivided, whether by subdivision plan, strata plan or otherwise howsoever. The covenants set forth herein shall not terminate if and when a purchaser becomes owner in fee simple of the Lands, but shall charge the whole of the interest of such purchaser and shall continue to run with the Lands and bind the Lands and all future owners of the Lands and any portion thereof.
5. This Agreement shall be covenants running with the Lands and shall not be personal or binding on the parties hereto except during such time as the parties hereto shall have any interest in the Lands and only in respect of such portion of the Lands in which the parties have an interest but the Lands shall nevertheless be and remain at all times charged herewith.
6. The Grantor hereby agrees to indemnify and save harmless the Grantee from and against all costs and expenses (including legal fees) incurred by the Grantee as a result of any breach by the Grantor of the covenant herein contained.
7. This Agreement shall enure to the benefit of and is binding on the parties hereto and their respective heirs, executors, administrators, successors and assigns.

8. Wherever the singular or masculine are used this Agreement, the same shall be deemed to include the plural, the feminine, the body politic or corporate as the context or the parties so require.
9. All references to each party hereto shall include the heirs, executors, administrators, successors, assigns, officers, employees or agents of that party.
10. If any section, subsection, sentence, clause or phrase of the 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.

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

END OF DOCUMENT

SCHEDULE "A"

