



Islands Trust Conservancy

Regular Meeting Agenda

Date: Tuesday, July 14, 2020
Time: 10:00 am
Location: Electronic Zoom Meeting

	Pages
1. CALL TO ORDER	
2. APPROVAL OF AGENDA	
3. MINUTES/COORDINATION	
3.1 Minutes of Meetings/Resolutions without Meetings	
3.1.1 Approval of May 26, 2020 Meeting Minutes	3 - 12
3.2 Follow-up Action List	13 - 16
4. BUSINESS	
4.1 Items for Approval	
4.1.1 Winter Wren Management Plan	17 - 42
4.1.2 Earl Batista Covenant	43 - 80
4.1.3 Sandy Beach Transfer Agreement	81 - 111
4.1.4 2020 Land Monitoring Plan	112 - 114
4.2 Items for Discussion/Direction	
4.2.1 Climate Change Working Group Update	115 - 120
4.2.2 ITC\EC Liaison Meeting Agenda	121 - 124
4.3 Correspondence	
4.3.1 CDFCP IT Support Letter	125 - 126
4.4 Updates for Information	
4.4.1 Executive Committee Updates	
None	
4.4.2 Public Acquisitions Report	127 - 129
4.4.3 Public Covenants Report	130 - 133

4.4.4	Regional Conservation Plan Progress Report	134 - 138
4.4.5	Budget Report	139 - 139

5. NEW BUSINESS
6. NEXT MEETING
7. CLOSED MEETING
8. ADJOURNMENT



DRAFT

Islands Trust Conservancy Minutes of Regular Meeting

Date: Tuesday, May 26, 2020
Time: 10:00 a.m.
Location: Electronic Zoom Meeting

Board Members Present: Kate-Louise Stamford, Chair
Sue Ellen Fast, Vice Chair
Linda Adams
Donald Clarke
Doug Fenton
Susan Hannon

Staff Present: Kate Emmings, Islands Trust Conservancy (ITC) Acting Manager
Julia Mobbs, Administrative Services Director
Carla Funk, Acting Communications and Fundraising Specialist
Jemma Green, Covenant Management and Outreach Specialist
Kathryn Martell, Acting Ecosystems Protection Specialist
Nuala Murphy, Property Management Specialist
Sheree Rialp, Recorder

Guests Present: Sarah Burden, Senior Manager, KPMG Enterprise
Lenora M. Lee, Audit Partner, KPMG Enterprise

1. CALL TO ORDER

Chair Stamford called the meeting to order at 10:00 a.m.

2. APPROVAL OF AGENDA

By general consent, the Islands Trust Conservancy Board approved the agenda as presented.

3. CLOSED MEETING

ITC-2020-006

It was MOVED and SECONDED,

that the meeting be closed to the public in accordance with the Community Charter, Part 4, Division 3, section 90 (1) (e) the acquisition, disposition or expropriation of land or improvements, if the board considers that disclosure could reasonably be expected to harm the interests of the Islands Trust Conservancy; (k) negotiations and related discussions respecting the proposed provision of a service that are at their preliminary stages and that, in the view of the Board, could reasonably be expected to harm the interests of the Islands Trust Conservancy if they were held in public; and that staff be invited to remain in the meeting.

The Islands Trust Conservancy Board convened the closed portion of the meeting at 10:05 a.m. and resumed in open meeting at 11:19 a.m. to Rise and Report. The Chair acknowledged that the meeting was being held in Coast Salish First Nations territory

4. RISE AND REPORT

The Islands Trust Conservancy Board reported on the following item:

- that the Islands Trust Conservancy rise and report that it has approved an Opportunity Fund Grant of \$5,000 to be awarded to the Denman Conservancy Association.

5. AUDIT REPORT APPROVAL

A/Manager Emmings gave a background introduction and the process involved in the audit of ITC's financial statements.

Lenora Lee presented the highlights in the Financial Statements for 2019-2020, noting that its status is complete and without any matters of significance that are outstanding.

Ms. Lee reviewed the Financial Statements and related Notes to Financial Statements. New this year, note 1(f) was added to highlight the natural assets provided by the conservancy.

There was discussion between Board members and staff on the types of investments managed by the Conservancy, how these investments are determined, and their consistency with the Islands Trust Conservancy's *Declaration of Reconciliation* and the Islands Trust's *Climate Change Emergency Declaration*.

Sarah Burden presented the *Audit Findings Report* to the Board.

ITC-2020-007

It was MOVED and SECONDED,

that the Islands Trust Conservancy approve the Audited Financial Statements for the 2019-2020 fiscal year, and refer the statements to the Islands Trust Council for information.

CARRIED

Lenora Lee, Sarah Burden and Julia Mobbs left the meeting at 11:51 a.m.

6. MINUTES/COORDINATION

6.1 Minutes of Meetings/Resolutions without Meetings

6.1.1 Approval of February 13, 2020 Meeting Minutes

By general consent, the Islands Trust Conservancy meeting minutes of February 13, 2020 were adopted.

6.1.2 Resolution without Meeting – April Meeting Cancellation

The Islands Trust Conservancy Board reviewed resolution number ITC-2020-005, CARRIED March 31, 2020.

It was MOVED and SECONDED, that the Islands Trust Conservancy, April 7, 2020, regular scheduled business meeting be cancelled.

6.2 **Follow-up Action List**

The Follow-up Action List was received for information.

7. **BUSINESS**

7.1 **Items for Approval**

7.1.1 Vision Statement

Staff and Board members were unable to reach a consensus to move the Vision Statement forward. It was agreed that staff will bring further revisions to the Board at a future meeting. A suggestion was also noted to revisit the Vision Statement along with the Mission Statement.

7.1.2 Annual Report Text

The Board reviewed the Annual Report Text.

ITC-2020-008

It was MOVED and SECONDED,

that the Islands Trust Conservancy Board approves the attached text for inclusion in the 2019-2020 Annual Report for approval by Trust Council and submission to the Minister of Municipal Affairs and Housing.

CARRIED

The meeting was recessed for lunch at 12:18 p.m.

The meeting was reconvened at 12:42 p.m.

7.1.3 Climate Change Projections

A/Manager Emmings clarified the amount indicated in Recommendation 2 of the Request for Decision; as she has a spending authority of \$5,000, she requested the Board endorse the \$7,392.63 spent on the Climate Change Projections report.

Specialist Martell gave a background on the findings in the *Climate Projections for Islands Trust Area* report, noting the data model review and the facilitated discussion on what the impacts of those projected changes might be.

She assessed the report to have sobering and serious projections, citing the following predictions:

- A continued trend in the seasons' temperatures, i.e., warmer summers with longer dry spells, warmer winters with more frequent and intense storms, earlier springs, and longer growing seasons with a dormant mid-period;
- Changes in precipitation patterns, not necessarily in their amounts, with more precipitation expected in the fall than in winter;
- Rising sea levels and global ocean waters experiencing increasing temperatures and acidity, and reduced oxygen levels.

Specialist Martell also gave the highlights in the *Climate Change Impacts Project Charter*, and requested Board approval of the Charter, including approval of the proposed budget of up to \$15,000.

The Board discussed feedback with staff, including:

- Indigenous Services Canada funding for climate change projects;
- the impact of climate change on local areas, such as health implications, infestations, effects on plants and wildlife, and interaction of species movement;
- Potential impacts of change that is made now on 2080 projections;
- Connections between the Conservancy's 30th Anniversary and the climate projections 30 years from now in 2050;
- The atmosphere of unity brought about by the COVID-19 pandemic that has encouraged people to look at other changes they can implement in their community, such as action to address climate change;
- Connecting residents in a local area with Conservancy followers and networks, including First Nations partners, to obtain insights, educate each other and explore solutions and opportunities together;
- The usefulness and ability of identifying the carbon sequestration value of protected lands, including monitoring, quantifying and tracking;
- Degree of cooperation with local groups in taking actions based on the results of the study; and
- Potential for expert workshops.

ITC-2020-009

It was MOVED and SECONDED,

that the Islands Trust Conservancy Board approve the Climate Change Project Charter as drafted and request that staff forward the *Climate Projections for Islands Trust Area* final report to Trust Council and Bowen Island Municipality for information.

CARRIED

ITC-2020-010

It was MOVED and SECONDED,

that the Islands Trust Conservancy endorse the expenditure of \$7,392.63 for the securement of the *Climate Projections for Islands Trust Area* report.

CARRIED

7.1.4 Wildfire Risk Management in ITC Nature Reserves

Vice Chair Fast provided background about the increasing concern among island communities within the forest interface in terms of potential fire hazards and the complexities of addressing solutions from an ecological point of view.

Trustee Hannon pointed out the importance of wildfire risk management issues for ITC holdings. She noted that improper stewardship of private land could result in worsened dry conditions, and stressed the importance of understanding terms regarding wildfire risk management, e.g. forest age, and consulting with fire ecologists as against consulting with fire departments that use FireSmart, which is not tailored to the specific needs of the community.

A/Manager Emmings stated that there are no fire ecologist on the ITC staff and outside expertise is required. Conservancy staff have been liaising with Parks Canada fire ecologists and there may be some opportunities for staff training in the future.

ITC-2020-011

It was MOVED and SECONDED,

that Islands Trust Conservancy Board direct staff to prepare a budget request for the 2021-2022 fiscal year for a report with options and recommendations for managing wildfire risks on ITC conservation properties.

CARRIED

7.1.5 Baile NAPTEP Conservation Proposal on Clam Bay Road

Specialist Martell gave a summary on the NAPTEP proposal submitted by Lisa Baile of North Pender Island; staff believe the application is consistent with NAPTEP requirements and policies.

ITC-2020-012

It was MOVED and SECONDED,

that the Islands Trust Conservancy Board approve the conservation proposal submitted by Lisa Baile to place a NAPTEP covenant on approximately 3.99 ha on Clam Bay Road, North Pender Island, PID: 024-289-582, Lot B Section 22 Pender Island Cowichan District Plan VIP 67942.

CARRIED

7.1.6 Inner Island Nature Reserve Management Plan

Specialist Murphy gave an overview and background of all three management plans (agenda items 7.1.6 – 7.1.8), noting the strong relationship between ITC and the Denman Conservancy Association. Common items in the plans included:

- Invasive species removal;
- Continued species at risk surveys and management;
- trail maintenance;
- compliance with covenant obligations, where they exist;
- looking for wardens or 'friends of' groups to assist with management; and,
- a focus on land management as an opportunity for First Nations reconciliation.

A number of recommendations were also mentioned, such as:

- cultural competency training for ITC property management groups and contractors;
- encouraging First Nations involvement to reflect the land treaties, where present, and inherent rights and title;
- beginning work on the management plans for areas of cultural heritage;
- climate change action;
- creating wildfire risk assessment plans that are specific to the Islands Trust areas and appropriate to nature reserves; and
- liaising with local fire departments and residents.

Specialist Murphy acknowledged that First Nations should be properly recognized in the management plans and that they are not simply 'stakeholders'. She also noted that management groups adhere to consistent protocols when doing work on nature reserves and that ITC staff ensure consistency and frequency of work is appropriate to the management tasks.

ITC-2020-013

It was MOVED and SECONDED,

that the Islands Trust Conservancy Board approve the 2020 update of the Inner Island Nature Reserve Management Plan dated February 6, 2020.

CARRIED

7.1.7 Lindsay Dickson Nature Reserve Management Plan

Specialist Murphy addressed questions about the Denman Cross-Island Trail and its relationship to the Lindsay Dickson Nature Reserve. She noted that the Board has agreed in principle to options routing horses and bikes through the Reserve on select trails for the purpose of a Cross-Island Trail, but that in most Conservancy Nature Reserves bikes and horses are not permitted.

ITC-2020-014

It was MOVED and SECONDED,

that the Islands Trust Conservancy Board approve the 2020 update of the Lindsay Dickson Nature Reserve Management Plan dated March 2, 2020.

CARRIED

7.1.8 Valens Brook Management Plan

Specialist Murphy gave a history and description of the property, noting that there are no trails in the nature reserve.

Vice Chair Fast noted that there is a local plan for a greenway along Valens Brook and Specialist Murphy confirmed that staff are aware of the greenway plan and outreach to neighbours of the Nature Reserve.

ITC-2020-015

It was MOVED and SECONDED,

that the Islands Trust Conservancy Board approve the Valens Brook Nature Reserve Management Plan dated April 9, 2020.

CARRIED

7.2 Items for Discussion/Direction

7.2.1 ITC 30th Anniversary Plans

Specialist Funk gave a background of the 30th Anniversary of the Islands Trust Conservancy, focusing on past accomplishments, looking for options and ideas on how to celebrate them, and reflecting on where the Conservancy will be 30 years into the future.

Vice Chair Fast suggested placing number 5 in the activities list of the Briefing up to number 2, to focus more on the future and on biodiversity. She noted the past 30 years saw a return of marine wildlife that signifies a positive future.

7.2.2 Contiguous Forest Mapping Project

Specialist Martell noted that the forest mapping project is a project of the Local Planning Committee. They were meant to address the project at their May meeting, but the agenda item was postponed to a future meeting. The briefing was received by the Board for information.

7.2.3 Reconciliation Retreat Update

A/Manager Emmings gave an overview of the staff reconciliation retreat on May 7, 2020 and indicated that staff will meet in the near future to continue to include actions in work plans to reflect the Conservancy's commitment to its Reconciliation Declaration.

7.2.4 EC/ITC Joint Meeting Agenda

The Islands Trust Conservancy Board received the ITC/EC annual liaison meeting draft agenda for information and input.

A/Manager Emmings briefly described the meeting agenda items.

Chair Stamford suggested adding an update on the impacts of COVID-19 to the agenda.

Vice Chair Fast stated that if anyone wants something brought up at an Executive Committee meeting, to inform her so that she can bring it forward.

7.3 **Correspondence**

7.3.1 Reply from the Honourable Jonathan Wilkinson, Minister of Environment and Climate Change

The Islands Trust Conservancy Board received the correspondence from Hon. Wilkinson for information.

7.4 **Updates for Information**

7.4.1 Executive Committee Updates (verbal)

Vice Chair Fast touched briefly on COVID-19's impact on their meetings and activities.

7.4.2 Public Acquisitions Report

The Islands Trust Conservancy Board reviewed the Public Acquisitions Report for information.

7.4.3 Public Covenants Report

The Islands Trust Conservancy Board reviewed the Public Covenants Report for information.

A/Manager Emmings noted two items to be presented to the Board at the next meeting for approval: the Sandy Beach acquisition on Keats Island; and the Collins Road covenant on Salt Spring Island.

7.4.4 Budget Report

The Islands Trust Conservancy Board reviewed the Budget Report for information.

A/Manager Emmings noted that the legal budget was decreased by \$7,000 from last year and she is expecting to overspend on legal services in this fiscal year, but will work with Administrative Services Director, Julia Mobbs, to address this financial need. She also mentioned the late reductions to travel budgets made by Trust Council to decrease the tax burden on islanders, in relation to COVID-19.

7.4.5 COVID-19 Updates (verbal)

A/Manager Emmings mentioned highlights of the updates since the outbreak of COVID-19:

- Staff were moved to work by remote from home, but adjusted quickly due to the support of the Information Systems staff.
- Workload has not decreased and staff are working at capacity.
- Due to travel restrictions, the annual monitoring program for the covenants and nature reserves was put on hold; restrictions may be eased in the near future, and Specialist Green is currently drafting procedures in line with Provincial Health Officer Bonnie Henry's worksafe protocols and regulations.
- Staff have been monitoring use of nature reserves with help of partners. No significant concerns have been raised. Some nature reserves have been signed to address issues.
- A COVID-19 button was added to the ITC homepage.
- Staff is getting used to conducting Zoom meetings and were able to coordinate the Conservancy's first electronic public meeting.

On behalf of the Board, Chair Stamford expressed her appreciation to ITC staff for their professionalism and effort to significantly advance the work of the ITC during the stressful challenges brought on by the COVID-19 virus and the provincial mitigation response.

8. NEW BUSINESS

There was no new business presented.

9. NEXT MEETING

The next meeting will take place on July 14, 2020 at 10:00 a.m.

10. ADJOURNMENT

By general consent, the meeting adjourned at 2:29 p.m.

Kate-Louise Stamford, Chair

Certified Correct:

Sheree Rialp, Recorder

DRAFT

Follow Up Action Report

Trust Conservancy Board

24-Sep-2010

Activity	Responsibility	Dates	Status
1 Staff to work with landowners to clarify wording of Cunningham Covenant regarding vegetation removal, while maintaining conservation as a priority.	Jemma Green Kate Emmings	Target: 31-Dec-2020	In Progress

31-Mar-2015

Activity	Responsibility	Dates	Status
1 Staff to prepare possible revisions to the Trust Council Procedure 2.1.xxi Administration of the Crown Land Acquisition Initiative.	Clare Frater Kate Emmings	Target: 21-Mar-2019	In Progress

27-Nov-2018

Activity	Responsibility	Dates	Status
1 Staff to continue to pursue the following options and report back to the ITC board regarding their status at future board meetings until they are complete: ... 3. Integrate reminders into planning processes that provide opportunities for the RCP to inform the work of the LTCs and BIM such as integration of RCP consideration into LTC Staff Report and Site Context Report templates and investigate with BIM to see if they can be integrated into BIM templates...	David Marlor Kate Emmings	Target: 15-Nov-2019	In Progress

Follow Up Action Report

Trust Conservancy Board

27-Nov-2018

Activity	Responsibility	Dates	Status
2 Staff to continue to pursue the following options and report back to the ITC board regarding their status at future board meetings until they are complete: ... 4. Coordinate with Islands Trust Council to ensure that RCP goals are recognized in the Islands Trust Policy Statement and the Islands Trust Strategic Plan; ...	Clare Frater Kate Emmings	Target: 18-Dec-2020	In Progress

29-Jan-2019

Activity	Responsibility	Dates	Status
1 Staff to work with the Comox Valley Regional District and the Denman Conservancy Association on the location and design of the Lindsay Dickson Nature Reserve portion of the Denman Cross-island Trail and return to the Board for approval of the trail location and design prior to dedicating resources to developing the associated legal agreements.	Nuala Murphy	Target: 31-Mar-2020	In Progress

01-Oct-2019

Activity	Responsibility	Dates	Status
1 Staff to review the Islands Trust Reconciliation Action Plan and provide feedback to the Board prior to the ITC Board / Executive Committee Liaison Meeting for possible discussion at the 2020 Liaison Meeting.	Kate Emmings Lisa Wilcox	Target: 30-Jun-2020	In Progress

Follow Up Action Report

Trust Conservancy Board

26-Nov-2019

Activity	Responsibility	Dates	Status
1 Staff to: a) develop a modification agreement to allow for maintenance of the septic field in the Woodwinds NAPTEP Covenant, Lot 20, Section 23, Pender Island, Cowichan District, Plan 23051 PID 003-201-937; and, b) allow for maintenance of the septic field in the Woodwinds NAPTEP Covenant, Lot 20, Section 23, Pender Island, Cowichan District, Plan 23051 PID 003-201-937; and, c) provide resources about alternatives to traditional septic fields to land owners contemplating septic field maintenance or replacement, and new covenants.	Jemma Green Kathryn Martell	Target: 30-Jun-2020	In Progress

13-Feb-2020

Activity	Responsibility	Dates	Status
1 Staff to create an action plan that addresses the recommendations in the Fund Development Strategy for Islands Trust Conservancy Board review by the end of 2020.	Carla Funk Kate Emmings	Target: 31-Dec-2020	In Progress
2 Staff to bring the ITC Board recommendations for a revised Vision Statement that is inclusive of Indigenous Peoples.	Carla Funk Kate Emmings Lisa Wilcox	Target: 26-May-2020	Completed

Follow Up Action Report

Trust Conservancy Board

26-May-2020

Activity	Responsibility	Dates	Status
1 Staff to refer approved Audited Financial Statements for the 2019-2020 fiscal year to the Islands Trust Council for information.	Kate Emmings	Target: 15-Jun-2020	Completed
2 Staff to attach Annual Report text for inclusion in the 2019-2020 Annual Report for approval by Trust Council and submission to the Minister of Municipal Affairs and Housing.	Carla Funk Kate Emmings	Target: 15-Jun-2020	Completed
3 Staff are to forward the Climate Projections for Islands Trust Area final report to Trust Council and Bowen Island Municipality for information.	Kate Emmings Kathryn Martell	Target: 15-Jun-2020	Completed
4 Staff to prepare a budget request for the 2021-2022 fiscal year for a report with options and recommendations for managing wildfire risks on ITC conservation properties.	Kate Emmings Nuala Murphy	Target: 14-Sep-2020	In Progress
5 Staff to complete the approved actions regarding the Morrison Waxler Biodiversity Protection Legacy Fund return to the ITC Board for approval. *See IC minutes of May 26, 2020 meeting.	Kate Emmings	Target: 14-Sep-2020	In Progress
6 Determine and develop access for Fairyslipper Forest Nature Reserve. *See IC minutes of May 26, 2020 meeting.	Kathryn Martell Nuala Murphy	Target: 30-Oct-2020	In Progress
7 Staff to bring further revisions of the vision statement to the Board at a future meeting for consideration concurrently with the mission statement.	Carla Funk Kate Emmings	Target: 14-Sep-2020	In Progress



REQUEST FOR DECISION

To: ITC Board

For the Meeting of: July 14, 2020

From: Staff

Date Prepared: June 23, 2020

SUBJECT: Winter Wren Wood Management Plan Update

RECOMMENDATION: That the Islands Trust Conservancy Board approve the Denman Conservancy Association's update of the Management Plan for Winter Wren Wood dated April 18, 2020.

1 PURPOSE: To provide covenant holder approval of the revised management plan for Winter Wren Wood, a Denman Island nature reserve owned and managed by Denman Conservancy Association (DCA).

2 BACKGROUND:

In 2000, DCA acquired 2.5 hectares of forested land on the shore of Chickadee Lake for the purposes of establishing a nature reserve and linking other significant conservation lands on Denman Island. In 2002, a Section 219 Conservation Covenant was registered on the land in favour of the Islands Trust Conservancy Board. Section 5.1 of the Covenant Agreement requires DCA to "prepare, and revise at least every 10 years, a management plan for the Land and submit the Management Plan to the [ITC] Board for approval of its consistency with [the Covenant] Agreement."

Winter Wren Wood nature reserve is located on north-central Denman Island within an extensive and expanding network of protected areas. Though cleared for a dairy pasture in the early 1900's, the forest in Winter Wren Wood has naturally regenerated and there is now very little evidence of this past disturbance. Important ecological features of this nature reserve include maturing second-growth Coastal Douglas-fir forest, seasonal wetlands and streams, and significant wildlife habitat, including foraging habitat for the federally endangered *Myotis lucifugus* (Little Brown Bat), which roost on an adjacent property, and various edge habitats for a diversity of birds. In addition to Little Brown Bat, the reserve is used by three other species at risk: Great Blue Heron, Townsend's Big-eared Bat, and Northern Red-legged Frog.

Built amenities of note include a gravel, non-gazetted, Scenic/Heritage-designated road that bisects the nature reserve, a five-vehicle parking area that is closed during 'Extreme Fire Hazard' periods, and a narrow (30-45 cm wide) walking trail that encircles the property. Two short boardwalks allow the trail to traverse the edge of the wetland along the north boundary adjacent to Chickadee Lake.

In addition to being an important site for nature conservation, the property is utilized by the community for walking, appreciation of nature, nature education activities, and non-motorized boat access to Chickadee Lake.

This is the first update of the Management Plan for Winter Wren Wood since the original plan was completed in 2002. The environmental inventory information for the original and revised management plans is based heavily on the 2002 baseline report for the covenant agreement. Revisions have been informed by 17 years of monitoring by DCA members with environmental sciences expertise. The purpose of this management plan is to guide long-term protection of the “values and features of significance described in the Baseline study and Covenant Agreement.”

Management plan objectives include:

- Protect and maintain wildlife habitat and biodiversity
- Allow use of the reserve in appropriate areas for nature observation, DCA outreach, access to Chickadee Lake, and educational activities
- Ensure that permitted uses will not significantly impair the natural condition of the site or impact on special features
- Maintain the property as part of a larger Conservation Area which includes contiguous Provincial Park lands and other Nature Reserves

The management plan lists permitted and non-permitted uses, which are standard and consistent with the covenant agreement. Non-permitted uses include: off-leash dogs; camping; large gatherings of people; biking; hunting; use of motorized watercraft; tree cutting; removal of indigenous flora, fauna and fungi; and any use that could reasonably pose a threat to wildlife or wildlife habitat. DCA has established a summer monitoring program to ensure that the uses of the property are consistent with the management plan and covenant agreement. The management plan lists the many factors that are documented by the DCA Land Manager and other DCA personnel during regular monitoring visits.

The management plan touches on the maintenance of boundary markers, signage, and trails. Plans regarding trails and fixtures are consistent with the covenant agreement. Importantly, the management plan also identifies and briefly discusses three current management concerns: invasive species, fire prevention and management, and communications with public works agencies regarding expectations for nature protection during public service works on the land (e.g. hydro line or road maintenance). Planned actions to address these concerns, along with other management actions, are discussed as well as summarized in Table 1 (page 14 of the Management Plan).

A previous draft of the management plan was closely reviewed by staff and minor concerns about management plan content as it relates to the covenant agreement were made. These concerns were addressed by the DCA in finalizing the Management Plan. Apart from being 18 years overdue, the Management Plan is consistent with the covenant agreement. The intent to update the management plan again in 10 years (2029) is stated in this 2020 revision.

3 IMPLICATIONS OF RECOMMENDATION

ORGANIZATIONAL: The Management Plan for Winter Wren Wood will be referenced by ITC staff as part of the annual compliance monitoring process for this covenant.

FINANCIAL: None.

POLICY: None.

IMPLEMENTATION/COMMUNICATIONS: Staff will inform the DCA Board of the ITC Board’s decision and will include a recommendation that the DCA consider engagement of First Nations in the management of the land and inclusion of an acknowledgement of the traditional territory.

FIRST NATIONS: ITC will work with First Nations to ensure that management of the covenant interests is reflective of UNDRIP to preserve and protect cultural heritage and harvesting and that responsibilities under the *Heritage Act* are upheld.

The recently drafted ITC management plans for nature reserves on Denman Island include a territorial acknowledgement and recognition of First Nations use and presence on Denman Island. As part of its management planning process ITC engages with First Nations, with a letter including a map and other information about the nature reserve, and an invitation to comment on or participate in management planning.

All new ITC management plans include the preservation and protection of cultural, spiritual, and sacred locations as objectives, and prioritize actions of engagement with First Nations to ensure that the management plan is reflective of treaty, inherent rights, and the traditional territories of Nations. As a covenant holder, the ITC Board cannot require DCA to consider and engage with First Nations in management planning, but the Board may wish to encourage amendments to this effect or recommend greater acknowledgement of, or engagement with, First Nations by DCA when developing future management plans.

CLIMATE CHANGE: There is no mention of climate change in the Management Plan.

4 **RELEVANT POLICY(S):** None.

5 **ATTACHMENT(S):** Management Plan for Winter Wren Wood

RESPONSE OPTIONS

Recommendation: That the Islands Trust Conservancy Board approve the Denman Conservancy Association's update of the Management Plan for Winter Wren Wood dated April 18, 2020.

Alternative: That the Islands Trust Conservancy Board approve the Denman Conservancy Association's update of the Management Plan for Winter Wren Wood as amended.

Prepared By: Jemma Green, Covenant Management & Outreach Specialist

Reviewed By/Date: Kate Emmings, A/Manager, Islands Trust Conservancy / June 30, 2020
 Lisa Wilcox, Senior Intergovernmental Policy Advisor / July 7, 2020

Denman Conservancy Association
Management Plan for Winter Wren Wood

Denman Island, BC
July 3, 2002 (Updated 2019)



Pyrola apylla Leafless Wintergreen

Photos: A. Fyson

Management Plan Approved by

Denman Conservancy Association Board of Directors
April 18, 2020

Islands Trust Conservancy Board
[DATE]
Resolution [###]



Contents

1	Introduction	3
1.1	Management Plan Purpose	3
1.2	Methods.....	3
2	Background	5
2.1	Legal Description	5
2.2	Regional and Local Context	5
2.3	Site History.....	5
3	Environmental Inventory	6
3.1	Geology and Physiography	6
3.2	Soils.....	6
3.3	Watercourses.....	6
3.4	Biological Diversity.....	6
3.4.1	<i>Vegetation Communities.....</i>	<i>6</i>
3.4.2	<i>Wildlife and Wildlife Habitat.....</i>	<i>7</i>
3.5	Built Amenities and Features.....	8
3.5.1	<i>Vehicle Access and Parking</i>	<i>8</i>
3.5.2	<i>Trails</i>	<i>8</i>
3.5.3	<i>Signage.....</i>	<i>9</i>
3.5.4	<i>Memorial Bench</i>	<i>10</i>
4	Management Plan.....	10
4.1	Current Management Policies.....	10
4.1.1	<i>Permitted and Non-Permitted Uses</i>	<i>10</i>
4.1.2	<i>Monitoring Program.....</i>	<i>11</i>
4.1.3	<i>Access Road Stabilization and Reclamation of Eroded Areas</i>	<i>11</i>
4.1.4	<i>Boundary Marking.....</i>	<i>11</i>
4.1.5	<i>Control of Non-Indigenous Vegetation</i>	<i>11</i>
4.1.6	<i>Trails</i>	<i>11</i>
4.1.7	<i>Signage.....</i>	<i>12</i>
4.1.8	<i>Public Safety.....</i>	<i>12</i>
4.1.9	<i>Fire Prevention and Management</i>	<i>12</i>
4.1.10	<i>Communications Surrounding Public Service Works on the Land.....</i>	<i>13</i>
4.2	Ongoing Actions.....	13
4.2.1	<i>Site Monitoring.....</i>	<i>13</i>
4.2.2	<i>Review of Monitoring Reports.....</i>	<i>13</i>
4.2.3	<i>Education.....</i>	<i>13</i>
4.2.4	<i>Management Planning.....</i>	<i>13</i>
5	Conclusions	14
6	Appendices.....	15
6.1	Appendix 1 – Flora of Winter Wren Wood	15
6.2	Appendix 2 – Avian Vertebrate Fauna	20
6.3	Appendix 2 – Non-Avian Vertebrate Fauna	22
	Figure 1 Winter Wren Wood Context	4
	Figure 2. Winter Wren Wood Detail	12
	Table 1 Summary of Management Action Items	14

1 Introduction

The Denman Conservancy Association (DCA) is a volunteer organization formed to preserve, protect and enhance the quality of the human and natural environment of Denman Island. It is dedicated to increasing public awareness of the need for a strong ethic of land stewardship through public education, research and community participation. It is working to save forests, wetlands and other critical habitats by means of land acquisition, conservation covenants, voluntary stewardship programs, and other conservation initiatives. Acquired and covenanted lands are set aside in perpetuity for conservation purposes. The land we preserve will continue to enrich the lives of islanders and visitors for generations to come. Denman Conservancy Association is a registered society in British Columbia with charitable tax status.

In 2000, DCA acquired these 2.5 hectares of forested land on Denman Island for the purpose of establishing a nature reserve which also functions as an important link between other significant conservation lands. Long term direction and guidance for the management and care of significant features on properties owned by DCA is provided by Management Plans tailored to the needs of each property. Information included in such plans includes: a biophysical profile, land use and zoning, identification of management issues, and recommendations for the future.

Islands Trust Conservancy (formerly Islands Trust Fund) holds a Conservation Covenant on this nature reserve.

This document is an update of the original Management Plan dated July 3, 2002.

1.1 Management Plan Purpose

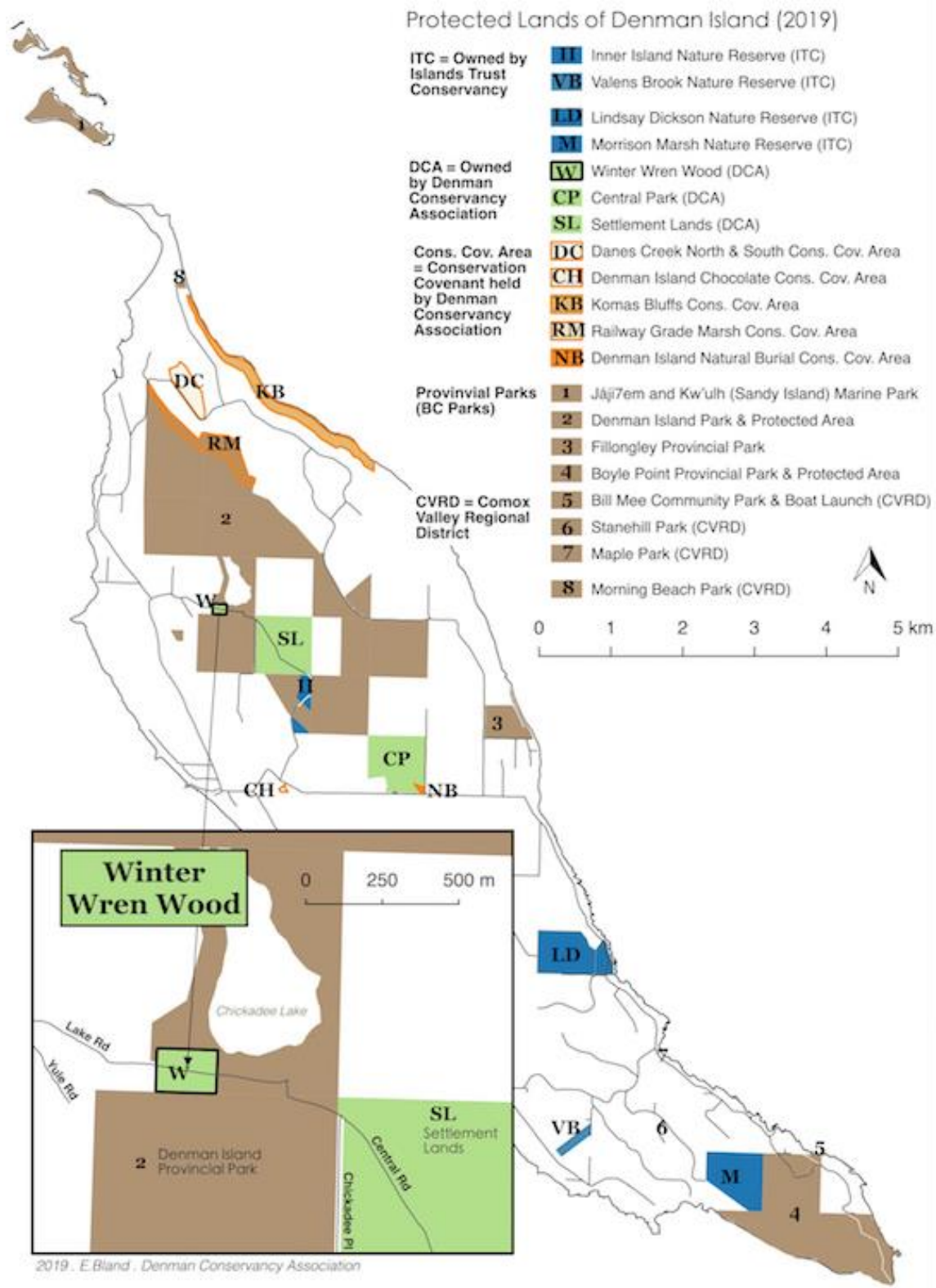
This Management Plan provides overall direction that will protect the natural state of the property. The objectives for management of the property include:

- Protect and maintain wildlife habitat and biodiversity.
- Allow use of the reserve in appropriate areas for nature observation, DCA outreach, access to Chickadee Lake and educational activities.
- Ensure that permitted uses will not significantly impair the natural condition of the site or impact on special features.
- Maintain the property as part of a larger Conservation Area which includes contiguous Provincial Park lands and other Nature Reserves.

1.2 Methods

This updated Plan is based on information derived from 17 years of monitoring the property by DCA members with expertise in ecology, fish and wildlife biology, soil science, and environmental planning.

Figure 1 Winter Wren Wood Context



2 Background

The nature reserve comprises approximately 2.5 hectares of forested land at the southwest end of Chickadee Lake. The property was purchased by DCA on November 30, 2000 with funds raised specifically for this purpose on Denman Island and funds previously accumulated by DCA for conservation purposes. That year DCA adopted Winter Wren Wood (WWW) as the name for the site because of the bird's consistent and cheery welcome with its song.

Since the purchase of WWW by DCA, an extensive conservation area has been established linking protected areas from Denman Road in the south to Komas Bluff in the northeast of the island.

2.1 Legal Description

Parcel D (DD4069N) of Section 26, Denman Island, Nanaimo District. PID 009-712-305.

2.2 Regional and Local Context

The property is situated within the north-central portion of Denman Island (see Figure 1) adjacent to Chickadee Lake, and surrounded by protected land except for one private lot at the southwest corner. The property continues to be an important site for nature conservation, and provides nature education activities and public access to Chickadee Lake. The property is zoned as Conservation in the current Denman Island Land Use Bylaw. DCA supports this designation.

2.3 Site History

This forested property was cleared as a common pasture for dairy farming in the early 1900s and the marketable logs were removed, leaving the stumps. Fire was used to enhance the clearing process. The present forest is a result of natural reseeding when the pasture was no longer used. The remnants of split rail fencing confirm this use.

Lake Road bisects the property and is a gravel, non-gazetted road (i.e. while it is a legal public right of way, there is no surveyed road allowance). Lake Road is classified "minor rural" and has been designated a Scenic/Heritage Road under an agreement between the Islands Trust and the Ministry of Transportation and Highways (MoTH, 1992). Any proposed upgrading of the road is agreed to be subject to prior consultation between the Islands Trust and the Ministry of Transportation and Infrastructure (MoTI, previously MoTH).

The property is utilized by the community for walking, appreciation of nature, educational activities and access for non-gas-powered boat launching at Chickadee Lake.

3 Environmental Inventory

The environmental inventory includes an overview summary of geology and physiography, soils, wetlands, and biological characteristics. This section builds on the baseline documentation report prepared with the covenant agreement in 2002.

3.1 Geology and Physiography

There are no outcroppings of bedrock on the property. However, along the eastern shore of the contiguous Chickadee Lake, two low bluffs of outcrop reveal flat-lying conglomerate and sandstone. Generally, bedrock in the area is covered by glacial till of varying thickness.

3.2 Soils

Soil deposition and composition may be studied more thoroughly in the future.

3.3 Watercourses

The property contains seasonal wetlands and streams. Two small ponds are located on the site. An ephemeral stream runs from the small ponds and the central low areas in winter northward to the marshy inlet of Chickadee Lake. (Refer to map Figure 2, pg. 11.)

3.4 Biological Diversity

The biological diversity of the reserve is described under the headings of vegetation communities, wildlife and wildlife habitat. Appendix 1 includes a list of flora recorded on the property. A large diversity of fungi is found on the property and a survey of fungi could be considered in future.



3.4.1 Vegetation Communities

The site lies within the Coastal Douglas-fir moist maritime subzone (CDFmm), which is increasingly rare and limited to a small part of Southeast Vancouver Island, several islands in the Salish Sea and a narrow strip on the adjacent mainland. This zone lies in the rain shadow of the Vancouver Island mountains and is characterized by warm, dry summers and mild, wet winters. Soil frost is unlikely where the surface is protected by the forest floor (humus layer) or cover vegetation.

The vegetation communities have been affected by logging and/or fire and now exhibit the characteristics of a maturing second-growth CDFmm forest.

Five major vegetation types have been identified:

- A. Alder forest
- B. Mixed forest - skunk cabbage, swamp, marsh
- C. Mixed forest - sword fern
- D. Douglas fir - sword fern (stepped moss)
- E. Douglas fir - stepped moss

3.4.2 Wildlife and Wildlife Habitat

Portions of the reserve are considered to have significant wildlife values including:

- Habitat for a number of migratory and non-migratory birds and a variety of mammals
- Significantly increased biodiversity in some areas due to “edge effect” (marsh/aquatic/forest)
- Contribution to a wildlife corridor from Denman Road to Komas Bluffs

3.4.2.1 *Wildlife Features*

The following wildlife features were observed throughout the reserve:

- Seasonal wetlands and streams which provide drinking water and habitat for wildlife and year-round breeding habitat for amphibians
- Wildlife trees, including significant standing snags and trees with broken tops
- Snags with evidence of woodpecker activity
- Significant presence and activity of passerines, and presence of waterfowl in adjacent marsh area on Chickadee Lake
- Evidence of Mule (Black-tailed) Deer (droppings, trails and browsing)
- Good quality Barred Owl habitat, especially in wetland areas
- Squirrel middens, ant hills, and beaver trails
- A major maternal roost site for *Myotis lucifugus* (Little Brown Bat, SARA Endangered) is located on an adjacent private property

3.4.2.2 *Avian Fauna (Birds)*

This relatively small property provides significant amenities for local birdlife because of its location and forest successional stage. It provides an important corridor linking three separate and distinct ecosystems; a mature, second-growth forest, a freshwater lake, and wetlands now protected within the Denman Island Provincial Park and the Settlement Lands, another nearby property owned by Denman Conservancy Association. Boundaries between wetland and forest and between various kinds of forest provide significant edge habitats important to many birds. This goes some way to explaining both the large absolute numbers of birds living here and the wide diversity of species.

Appendix 2 provides a list of bird species seen or heard within, or very close to, the property. This fairly extensive list is the result of a relatively short and still-incomplete survey.

3.4.2.3 *Non-avian Vertebrate Fauna*

A variety of non-avian vertebrates are also found in the dry coastal forest and small wetland systems in Winter Wren Wood. Several species have been seen while others are probable residents or occasional visitors (see Appendix 3). Aquatic mammals such as Beaver, River Otter, and Mink are present and use the adjacent uplands. Aquatic-breeding amphibians, such as Rough-skinned Newt and Long-toed and Northwestern salamanders, use both land and aquatic

ecosystems of the property as well as Chickadee Lake. The land-water interface offers a rich habitat for a diversity of vertebrate fauna.

3.4.2.4 *Invertebrate Fauna*

The diversity of habitats provides for a rich host of invertebrate fauna. Many species are likely to be encountered on the property. Some species are noted by the traces of their activities: anthills, worm castings, feeding galleries in the cambium and phloem layer of bark, and paper nests. Future surveys should be undertaken to confirm presence of such species.

3.4.2.5 *Listed Fauna*

- Great Blue Heron – BC Blue List, SARA Special Concern
- Townsend’s Big-eared Bat – BC Blue List
- Little Brown Bat – BC Yellow List, SARA Endangered
- Northern Red-legged Frog – BC Blue List, SARA Special Concern

3.5 Built Amenities and Features

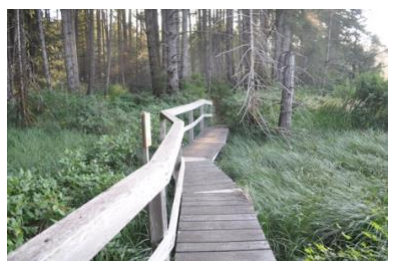
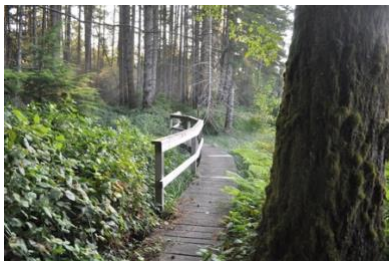
3.5.1 Vehicle Access and Parking

Vehicles are permitted to enter the property by a short driveway leading to a defined parking area suitable for a maximum of five vehicles. Vehicle access is prevented during High or Extreme Fire Hazard seasons by a chain across the driveway and related signage (see Section 3.5.3). A permanent gate may be proposed to replace this chain, in consultation with the Covenant Holder.



3.5.2 Trails

A loop walking trail encircles the property (see map in Figure 2, pg. 11), providing recreation access from both sides of the public road. The trail is approximately 30-45cm wide, and contains no added surfacing materials. Two short boardwalks allow the trail to traverse the edge of the wetland along the north boundary adjacent to Chickadee Lake.



Trails are maintained by volunteers who occasionally remove fallen trees and branches from the natural trail surface.



In the northeast corner a spur trail leading out of the property bounds provides access to a shallow part of the Lake for launch of canoes and small non-gas-powered boats.



3.5.3 Signage

The main sign identifying Winter Wren Wood is located adjacent to the vehicle entrance. Additional small signs identify the property boundary at the public road. A wooden sign that reads 'Conservation Area' was placed at the property's western boundary along the south side of Lake Road in 2019, with approval of the Covenant Holder.



Small wayfinding signs throughout the property direct visitors along existing trails. 'No hunting' signs are posted along the roadside. The Fire Department occasionally posts signage along Lake Road (see Section 4.1.9). Other signage indicating non-permitted uses (e.g., no camping) may be used at the defined parking area and boat launch, as deemed necessary by the DCA Lands and Winter Wren Wood Property Management committees.



A section of the loop trail near the parking area is identified as an interpretive trail with small signs placed to identify plants of interest and other natural features.



3.5.4 Memorial Bench

One memorial bench was built and installed by Tomas Hajek in 2007. It was donated by Marilyn Jensen and Dennis Forsyth in memory of Marilyn's mother, Muriel Graham. The bench is located near the northeast corner with a view over the Lake.

No additional benches are proposed and no benches or other permanent fixtures will be installed without a waiver granted by the Covenant Holder.



4 Management Plan

The Winter Wren Wood Management Plan provides long-term guidance to DCA for the management of values and features of significance described in the Baseline study and Covenant Agreement (dated 5 December 2002) for the property.

4.1 Current Management Policies

4.1.1 Permitted and Non-Permitted Uses

- Permitted Uses within Winter Wren Wood include walking, educational activities, and appreciation of nature. Launching of boats (non-gas-powered) through the property is anticipated to continue. Dogs are permitted on leash.
- Non-Permitted Uses include camping; large gatherings of people; biking; hunting; motorized watercraft; tree cutting; removal of indigenous flora, fauna and fungi; or any use that could reasonably pose a threat to wildlife or wildlife habitat.

4.1.2 Monitoring Program

DCA has established a summer monitoring program to ensure that the uses of the property are in accordance with this Management Plan and the Covenant Agreement.

The DCA Land Manager and other DCA personnel visit the property on a regular basis to monitor the condition of Winter Wren Wood, and document:

- Public uses
- Evidence of inappropriate human uses
- Condition of the access road, trails, boardwalk, benches, and restored erosion areas (see 4.1.3)
- Condition of Lake Road (considering its scenic/heritage classification)
- Condition of veteran Douglas-fir trees
- Occurrence of windthrow
- Regeneration status and successional stage of ecotype
- Water levels and general condition of ponds and watercourses on the property
- Identification of hazardous trees
- Sightings of significant species and monitoring of invasive species presence and spread
- Condition of signage and interpretive information

4.1.3 Access Road

A traditional access to Chickadee Lake enters the property from the south and leads to a small parking area, where vehicle access ends. The location of the road is indicated in Figure 2 (pg. 11).

4.1.4 Boundary Marking

Property boundaries for Winter Wren Wood are located by iron legal survey pins situated at each corner. Boundary marking with stakes and flagging will be maintained for use in continued monitoring.

4.1.5 Control of Non-Indigenous Vegetation

Removal of significant invasive non-indigenous vegetation is ongoing. Species of particular concern include English Holly, Reed Canary Grass and Canada Thistle. To date, control efforts have only been undertaken for English Holly (manual removal by cutting as low to the ground as possible or digging), which is found sporadically throughout the property. Diligent monitoring and maintenance over time following manual removal of plants is necessary to control holly. Areas where plants have been removed, especially large holly stumps left after cutting, are monitored annually and new growth removed. Evaluation of methods to control other non-indigenous vegetation could be considered in future.

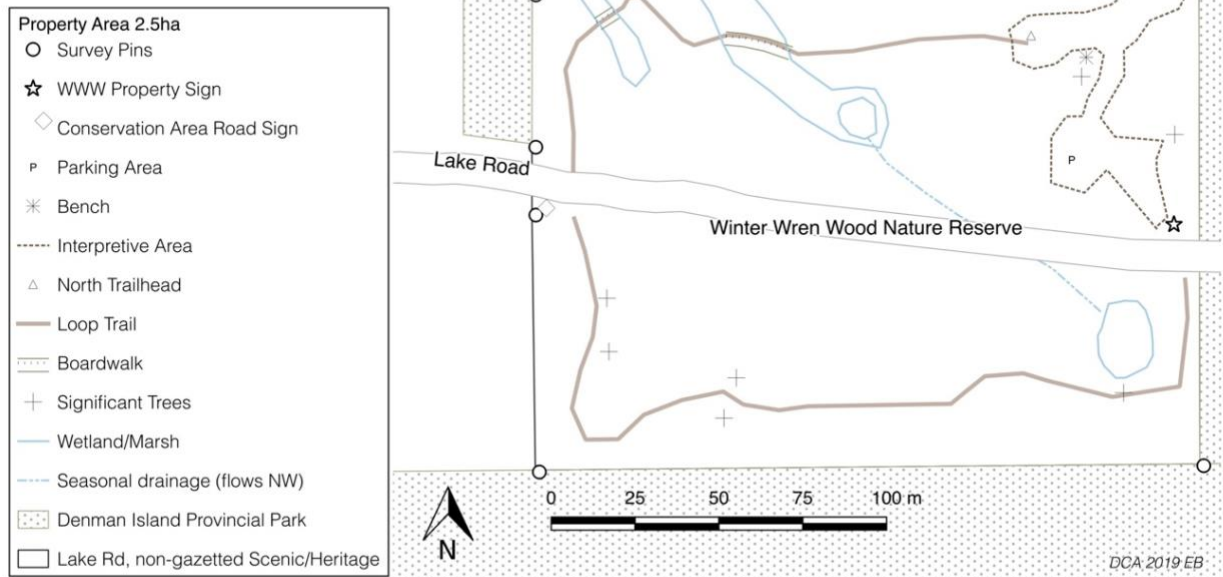
4.1.6 Trails

A narrow loop trail located on the north and south sides of Lake Road provides pedestrian-only access to the property (Figure 2). Dogs are permitted on leash. Trails are maintained by volunteers—primarily neighbours—as needed to maintain safe pedestrian access. Trails cannot be built or widened without the permission of the Covenant Holder. No modifications to the trail network in WWW are proposed.

Figure 2. Winter Wren Wood Detail

Winter Wren Wood

Denman Conservancy Association (2000)
Covenant Islands Trust Conservancy (2002)
Management Plan 2002, Revised 2017-19



4.1.7 Signage

Property identification and nature interpretive signs have been installed and maintained. Limited signage will be allowed to raise awareness concerning permitted and non-permitted uses, water quality, fish habitat and lake care for people accessing the lake via the property.

4.1.8 Public Safety

It is important to ensure the safety of all visitors. Boardwalk structures are checked annually for soundness, particularly with regard to safety.

4.1.9 Fire Prevention and Management

The Denman Island Volunteer Fire Department (DIVFD) posts fire hazard signs along Lake Road and provides emergency response. Access to the parking area is blocked during high fire hazard periods. Fires, for any purpose, and smoking are prohibited within the property. DCA members that reside in the neighborhood maintain daily (evening) monitoring for fire risk mitigation during high fire hazard periods.

Access to the property by DIVFD may be permitted occasionally for the collection of water from Chickadee Lake for emergency firefighting. This may include running a fire hose connecting a standpipe in the Provincial Park to tanks/trucks in the parking area at Lake Road. No

modifications to the land (such as removal of vegetation or installation of permanent fixtures) will be permitted within the Covenant Area.

4.1.10 Communications Surrounding Public Service Works on the Land

Public Service Agencies and their contractors occasionally carry out works such as tree trimming and hydro line or road maintenance along Lake Road. DCA has drafted a Memorandum of Agreement which defines expectations for consultation and communication between such Agencies and DCA in relation to Winter Wren Wood (and other properties in which DCA holds a legal interest). This agreement is meant to ensure that DCA and the Covenant Holder have an opportunity to inform such Agencies about the natural amenities within the property prior to necessary works beginning, so these can be protected.

4.2 Ongoing Actions

4.2.1 Site Monitoring

The Land Manager monitors the site on a regular basis and local residents annually establish a summer fire monitoring program. The property is also monitored annually for covenant compliance by Islands Trust Conservancy staff or contractors.

4.2.2 Review of Monitoring Reports

The DCA Lands Committee will review the monitoring reports each year and work with neighbours or a Winter Wren Wood committee to initiate actions for updating signage, maintaining trails and structures, and considering what additional measures may be needed to preserve the natural values of the property.

4.2.3 Education

The DCA Winter Wren Wood Committee will foster education of the public about the conservation of Winter Wren Wood.

4.2.4 Management Planning

This management plan will be updated every 10 years.

Table 1 Summary of Management Action Items

Immediate
Finalize plans for access to Chickadee Lake via Winter Wren Wood for firefighting water collection by Denman Island Volunteer Fire Department, in consultation with the Covenant Holder and BC Parks.
Short Term (1-3 Years)
- Consider public outreach opportunities for raising awareness of the conservation value of Winter Wren Wood. - Consult with Covenant Holder about building a gate to replace the summer fire chain. - Replace or repair damaged and degraded interpretive, wayfinding, and informational signage. - Locate and clearly mark all property boundary pins. - Assess the potential for spread of English Holly into the property from neighbouring properties, and initiate contact with neighbours about a plan for its control.
Medium Term (3-10 Years)
- Carry out 10-year Management Plan Update (2029). - Conduct additional biological surveys to augment the Appendices in this Plan. - Consider initiating a water quality monitoring program at Chickadee Lake.
Long Term (10+Years)
Study soil deposition and composition throughout the property.
Ongoing
- Regular monitoring of the property by the DCA Land Manager and annual monitoring by the Covenant Holder (as outlined in Section 4.1.2 of this Plan). - Review of monitoring reports and communication with neighbours and Winter Wren Wood volunteer committee about issues arising from monitoring. - Summer fire monitoring by neighbours. - Regular communications with all Parties to DCA's Public Service Agencies Memorandum of Agreement (refer to Section 4.1.10 of this Plan). - Ongoing manual control of English Holly. - Annual inspection of any fixtures (boardwalks and bench) to ensure public safety.

5 Conclusions

Winter Wren Wood is a locally important site for nature conservation. It is very accessible and representative of typical Denman Island mature forest. The variety of habitats found within the property includes sensitive wetland, mixed deciduous/coniferous forest, and mature coniferous forest areas. Furthermore, Winter Wren Wood makes a significant contribution to the preservation of a valuable continuous conservation area that extends from Denman Road to the Komas Bluffs.

6 Appendices

6.1 Appendix 1 – Flora of Winter Wren Wood

APPENDIX 1. FLORA OF WINTER WREN WOOD			
Revised 2019 by A. Fyson			
Location Zone Key: N=North of Lake Road; S=South of Lake Road; R=Road including road surface, verge and as far as first trees			
Species		Location Zone	*Introduced
Latin Name	Common Name		
<u>CLUBMOSSES</u>			
<u>FERNS</u>			
<i>Adiantum pedatum</i>	Maidenhair fern	SR	
<i>Athyrium filix-femina</i>	Lady fern	NR	
<i>Blechnum spicant</i>	Deer fern	NR	
<i>Cystopteris fragilis</i>	Fragile fern	NS	
<i>Dryopteris expansa</i>	Spiny wood fern	SR	
<i>Polypodium glycyrrhiza</i>	Licorice fern	NS	
<i>Polystichum munitum</i>	Sword fern	NSR	
<i>Pteridium aquilinum</i>	Bracken fern	NSR	
<u>HORSETAILS</u>			
Equisetaceae – Horsetail			
<i>Equisetum arvense</i>	Common horsetail	NR	
<u>GYMNOSPERMS</u>			
Cupressaceae – Cypress			
<i>Thuja plicata</i>	Western redcedar	NSR	
Pinaceae – Pine			
<i>Abies grandis</i>	Grand fir	N	
<i>Pinus monticola</i>	Western white pine	NS	
<i>Pseudotsuga menziesii</i>	Douglas-fir	NS	
<i>Tsuga heterophylla</i>	Western hemlock	N	
<u>MONOCOTYLEDONS</u>			
Araceae – Arum or Calla-lily			
<i>Lysichiton americanus</i>	Skunk cabbage	NS	
Cyperaceae – Sedge			
<i>Carex deweyana</i>	Dewey's sedge	NSR	
<i>Carex hendersonii</i>	Henderson's sedge	NR	
<i>Carex obnupta</i>	Slough sedge	NSR	
Juncaceae – Rush			
<i>Juncus effusus</i>	Common rush	NSR	

<i>Luzula parviflora</i>	Small-flowered woodrush	R	
Orchidaceae – Orchid			
<i>Calypso bulbosa</i>	Fairy-slipper	N	
<i>Corallorhiza maculata</i>	Spotted coralroot	N	
<i>Goodyera oblongifolia</i>	Rattlesnake plantain	NS	
<i>Listera cordata</i>	Heart-leaved twayblade	NR	
Poaceae – Grass			
<i>Agrostis stolonifera</i>	Creeping bentgrass	R	*
<i>Anthoxanthemum odoratum</i>	Sweet vernalgrass	NSR	*
<i>Bromus vulgaris</i>	Columbia brome	NSR	
<i>Dactylis glomerata</i>	Orchardgrass	N	*
<i>Elymus glaucus</i>	Blue wildrye	R	
<i>Festuca occidentalis</i>	Western fescue	N	
<i>Festuca rubra</i>	Red fescue	R	
<i>Holcus lanatus</i>	Yorkshire fog	R	*
<i>Melica subulata</i>	Alaska oniongrass	N	
<i>Phalaris arundinacea</i>	Reed canary grass	NR	*
<i>Poa annua</i>	Annual bluegrass	N	*
<i>Poa palustris</i>	Fowl bluegrass	R	
DICOTYLEDONS			
Aceraceae - Maple			
<i>Acer macrophyllum</i>	Bigleaf maple	N	
Apiaceae/Umbelliferae - Carrot			
<i>Oenanthe sarmentosa</i>	Pacific water-parsley	N	
<i>Osmorhiza chilensis</i>	Mountain sweet-cicely	NSR	
<i>Sanicula crassiformis</i>	Pacific sanicle	NSR	
Aquifoliaceae – Holly			
<i>Ilex aquifolium</i>	English holly	N	*
Asteraceae – Sunflower			
<i>Achillea millefolium</i>	Yarrow	R	
<i>Adenocaulon bicolor</i>	Pathfinder	NSR	
<i>Anaphalis margaritacea</i>	Pearly everlasting	R	
<i>Bellis perennis</i>	English daisy	N	*
<i>Cirsium arvense</i>	Canada thistle	R	*
<i>Cirsium brevistyla</i>	Short-styled thistle	R	
<i>Cirsium edule</i>	Edible thistle	R	
<i>Hypochaeris radicata</i>	Hairy cat's-ear	NR	*
<i>Lactuca muralis</i>	Wall lettuce	NSR	*
<i>Lapsana communis</i>	Nipplewort	R	*

<i>Leucanthemum vulgare</i>	Oxeye daisy	NR	*
<i>Tanacetum vulgare</i>	Common tansy	R	*
<i>Taraxacum officinale</i>	Common dandelion	NR	*
Berberidaceae – Barberry			
<i>Achlys triphylla</i>	Vanilla-leaf	NSR	
<i>Mahonia nervosa</i>	Dull Oregon-grape	NSR	
Betulaceae – Birch/Hazel			
<i>Alnus rubra</i>	Red alder	NS	
Brassicaceae - Cabbage			
<i>Cardamine oligosperma</i>	Little western bitter cress	R	
Campanulaceae - Bellflower			
<i>Campanula scouleri</i>	Scouler's harebell	N	
Capnifoliaceae - Honeysuckle			
<i>Linnaea borealis</i>	Twin flower	NSR	
<i>Lonicera ciliosa</i>	Orange honeysuckle	S	
<i>Lonicera involucrata</i>	Black twinberry	N	
<i>Sambucus racemosa</i>	Coastal red elderberry	N	
Caryophyllaceae - Pink			
<i>Cerastium fontanum</i>	Common chickweed	NR	*
<i>Cerastium glomeratum</i>	Sticky chickweed	R	*
<i>Stellaria calycantha</i>	Northern starwort	N	
<i>Stellaria crispa</i>	Crisp starwort	S	
<i>Stellaria longipes</i>	Long stalked starwort	N	
Cornaceae - Dogwood			
<i>Cornus stolonifera</i>	Red-osier dogwood	N	
Ericaceae - Heath			
<i>Gaultheria shallon</i>	Salal	NSR	
<i>Pyrola asarifolia</i>	Leafless wintergreen	S	
<i>Symphoricarpos mollis</i>	Trailing snowberry	N	
<i>Vaccinium parvifolium</i>	Red huckleberry	N	
Fabaceae - Pea			
<i>Trifolium dubium</i>	Small hop-clover	R	*
<i>Trifolium pratense</i>	Red clover	N	*
<i>Vicia sativa</i>	Common vetch	R	*
Geraniaceae - Geranium			
<i>Geranium robertianum</i>	Herb Robert	NRS	*
Grossulariaceae - Currant & Gooseberry			
<i>Ribes divaricatum</i>	Coast black gooseberry	S	
Hydrophyllaceae - Waterleaf			

<i>Nemophila parviflora</i>	Small-leaved nemophila	R	
Lamiaceae - Mint			
<i>Prunella vulgaris</i>	Self heal	NR	
<i>Satureja douglasii</i>	Yerba buena	NR	
<i>Scutellaria lateriflora</i>	Blue skull cap	S	
Onagraceae - Evening primrose			
<i>Epilobium hirsutum</i>	Purple-leaved willowherb	NS	
Plantaginaceae - Plantain			
<i>Plantago lanceolata</i>	English plantain	NR	*
<i>Plantago major</i>	Common plantain	N	*
Polygonaceae - Buckwheat			
<i>Polygonum lapathifolia</i>	Willow weed	R	*
Portulacaceae - Purslane			
<i>Claytonia sibirica</i>	Siberian miner's lettuce	SR	
Primulaceae - Primrose			
<i>Trientalis latifolia</i>	Western starflower	N	
Ranunculaceae - Buttercup			
<i>Anemone lyallii</i>	Lyall's anemone	NS	
<i>Aquilegia formosa</i>	Red Columbine	N	
<i>Ranunculus acris</i>	Meadow buttercup	NR	*
<i>Ranunculus occidentalis</i>	Western buttercup	N	
<i>Ranunculus repens</i>	Creeping buttercup	R	*
<i>Ranunculus uncinatus</i>	Small-flowered buttercup	NSR	
Rhamnaceae - Buckthorn			
<i>Rhamnus purshiana</i>	Cascara	N	
Rosaceae - Rose			
<i>Amelanchier alnifolia</i>	Saskatoon serviceberry	N	
<i>Fragaria vesca</i>	Woodland strawberry	NR	
<i>Geum macrophyllum</i>	Large-leaved avens	R	
<i>Malus fusca</i>	Pacific crab apple	N	
<i>Rosa gymnocarpa</i>	Baldhip rose	NS	
<i>Rosa nutkana</i>	Nootka rose	R	
<i>Rubus parviflorus</i>	Thimbleberry	NR	
<i>Rubus spectabilis</i>	Salmonberry	NSR	
<i>Rubus ursinus</i>	Trailing blackberry	N	
<i>Spiraea douglasii</i>	Hardhack/Douglas' spiraea	N	
Rubiaceae - Madder			
<i>Galium aparine</i>	Cleavers	NSR	
Saxifragaceae - Saxifrage			

<i>Tiarella trifoliata</i>	Cut-leaved foamflower	NSR	
Scrophulariaceae - Snapdragon/Figwort			
<i>Mimulus moschatus</i>	Musk-flower	N	
<i>Veronica beccabunga</i>	American brooklime	NR	
<i>Veronica serpyllifolia</i>	Thyme-leaved speedwell	NR	
Urticaceae - Nettle			
<i>Urtica dioica</i>	Stinging nettle	R	
Violaceae - Violet			
<i>Viola sempervirens</i>	Evergreen/Trailing violet	NS	

6.2 Appendix 2 – Avian Vertebrate Fauna

APPENDIX 2. AVIAN VERTEBRATE FAUNA (BIRDS) OF WINTER WREN WOOD				
Revised 2019 by J. Balke from existing data				
Presence Key: Yes = seen, heard, or recent sign on property, Close = seen or heard near property				
Scientific Family Name	Scientific Genus and Species Names	Common Name	Presence	Status: BC List, National (SARA)
Gaviidae	<i>Gavia immer</i>	Common Loon	Close	
Ardeidae	<i>Ardea herodias</i>	Great Blue Heron	Close	Blue, Special Concern
Anatidae	<i>Cygnus buccinator</i>	Trumpeter Swan	Close	
Anatidae	<i>Branta canadensis</i>	Canada Goose	Close	
Anatidae	<i>Anas platyrhynchos</i>	Mallard	Close	
Anatidae	<i>Mergus merganser</i>	Common Merganser	Close	
Anatidae	<i>Lophodytes cucullatus</i>	Hooded Merganser	Close	
Accipitridae	<i>Haliaeetus leucocephalus</i>	Bald Eagle	Close	
Accipitridae	<i>Cathartes aura</i>	Turkey Vulture	Close	
Falconidae	<i>Falco columbarius</i>	Merlin	Yes	
Rallidae	<i>Rallus limicola</i>	Virginia Rail	Close	
Rallidae	<i>Porzana carolina</i>	Sora	Close	
Strigidae	<i>Strix varia</i>	Barred Owl	Yes	
Trochilidae	<i>Selasphorus rufus</i>	Rufous Hummingbird	Yes	
Alcedinidae	<i>Ceryle alcyon</i>	Belted Kingfisher	Yes	
Picidae	<i>Colaptes auratus</i>	Northern Flicker	Yes	
Picidae	<i>Dryocopus pileatus</i>	Pileated Woodpecker	Yes	
Tyrannidae	<i>Empidonax difficilis</i>	Pacific-slope Flycatcher	Yes	
Vireonidae	<i>Vireo cassinii</i>	Cassin's Vireo	Yes	
Vireonidae	<i>Vireo gilvus</i>	Warbling Vireo	Yes	
Corvidae	<i>Corvus corax</i>	Common Raven	Yes	
Corvidae	<i>Corvus caurinus</i>	Northwestern Crow	Yes	
Hirundinidae	<i>Tachycineta thalassina</i>	Violet-green Swallow	Yes	
Paridae	<i>Parus rufescens</i>	Chestnut-backed Chickadee	Yes	
Sittidae	<i>Sitta canadensis</i>	Red-breasted Nuthatch	Yes	
Troglodytidae	<i>Thryomanes bewickii</i>	Bewick's Wren	Close	
Troglodytidae	<i>Cistothorus palustris</i>	Marsh Wren	Yes	
Troglodytidae	<i>Troglodytes pacificus</i>	Pacific (Winter) Wren	Yes	

Regulidae	<i>Regulus satrapa</i>	Golden-crowned Kinglet	Yes	
Turdidae	<i>Catharus ustulatus</i>	Swainson's Thrush	Yes	
Turdidae	<i>Ixoreus naevius</i>	Varied Thrush	Yes	
Turdidae	<i>Turdus migratorius</i>	American Robin	Yes	
Parulidae	<i>Dendroica nigrescens</i>	Black-throated Gray Warbler	Yes	
Parulidae	<i>Geothlypis trichas</i>	Common Yellowthroat	Yes	
Parulidae	<i>Setophaga townsendi</i>	Townsend's Warbler	Yes	
Parulidae	<i>Dendroica coronata</i>	Yellow-rumped Warbler	Yes	
Thraupidae	<i>Piranga ludoviciana</i>	Western Tanager	Close	
Emberizidae	<i>Pipilo erythrophthalmus</i>	Spotted Towhee	Yes	
Emberizidae	<i>Passerella iliaca</i>	Fox Sparrow	Yes	
Emberizidae	<i>Junco hyemalis</i>	Dark-eyed Junco	Yes	
Icteridae	<i>Agelaius phoeniceus</i>	Red-winged Blackbird	Close	
Fringillidae	<i>Carpodacus purpureus</i>	Purple Finch	Yes	
Fringillidae	<i>Carduelis pinus</i>	Pine Siskin	Yes	

6.3 Appendix 2 – Non-Avian Vertebrate Fauna

APPENDIX 3. NON-AVIAN VERTEBRATE FAUNA OF WINTER WREN WOOD					
Revised 2019 by J. Balke from existing data					
Presence Key: Yes = seen, heard or recent sign on property; P = probable; Close = seen or heard near property					
	Scientific Family Name	Scientific Genus and Species Names	Common Name	Presence	Status: BC List, National (SARA)
<u>MAMMALS</u>					
Vole	Arvicolidae	<i>Clethrionomys gapperi</i>	Southern Red-backed Vole	P	
Vole	Arvicolidae	<i>Microtus townsendii</i>	Townsend's Vole	P	
Beaver	Castoridae	<i>Castor canadensis</i>	Beaver	Yes	
Deer	Cervidae	<i>Odocoileus hemionus columbianus</i>	Black-tailed Deer	Yes	
Muskrat	Cricetidae	<i>Ondatra zibethicus</i>	Common Muskrat	P	
Mouse	Cricetidae	<i>Peromyscus maniculatus</i>	Deer Mouse	Yes	
Cougar	Felidae	<i>Felis concolor</i>	Cougar	P	
Rat	Muridae	<i>Rattus norvegicus</i>	Brown (Norway) Rat	P	Introduced
Rat	Muridae	<i>Rattus rattus</i>	Roof (Black) Rat	P	Introduced
Mink	Mustelidae	<i>Mustela vison</i>	Mink	Yes	
River Otter	Mustelidae	<i>Lutra canadensis</i>	River Otter	Yes	
Raccoon	Procyonidae	<i>Procyon lotor</i>	Raccoon	Yes	
Squirrel	Sciuridae	<i>Tamiasciurus hudsonicus</i>	Red Squirrel	Yes	
Shrew	Soricidae	<i>Sorex monticolus</i>	Dusky Shrew	P	
Shrew	Soricidae	<i>Sorex vagrans</i>	Wandering Shrew	P	
Bear	Ursidae	<i>Ursus americanus</i>	Black Bear	P	
Bat	Vespertilionidae	<i>Eptesicus fuscus</i>	Big Brown Bat	P	
Bat	Vespertilionidae	<i>Corynorhinus townsendii</i>	Townsend's Big-eared Bat	P	Blue, -
Bat	Vespertilionidae	<i>Lasiurus noctivagans</i>	Silver-haired Bat	P	
Bat	Vespertilionidae	<i>Lasiurus cinereus</i>	Hoary Bat	P	
Bat	Vespertilionidae	<i>Myotis volans</i>	Long-legged Bat	P	
Bat	Vespertilionidae	<i>Myotis californicus</i>	California Bat	P	
Bat	Vespertilionidae	<i>Myotis evotis</i>	Western Long-eared Bat	P	
Bat	Vespertilionidae	<i>Myotis lucifugus</i>	Little Brown Bat	Close*	Yellow, Endangered
Bat	Vespertilionidae	<i>Myotis yumanensis</i>	Yuma Bat	P	
<u>AMPHIBIANS</u>					

Toad	Bufonidae	<i>Bufo boreas</i>	Western Toad	P	
Treefrog	Hylidae	<i>Pseudacris regilla</i>	Pacific Treefrog	Yes	
Salamander	Plethodontidae	<i>Ensatina eschscholtzii</i>	Ensatina	P	
Salamander	Plethodontidae	<i>Aneides ferreus</i>	Wandering (Clouded) Salamander	P	
Frog	Ranidae	<i>Rana aurora</i>	Northern Red- legged Frog	Yes	Blue, Special Concern
Salamander	Salamandridae	<i>Taricha ranulosa</i>	Rough-skinned Newt	Yes	
Salamander	Salamandridae	<i>Ambystoma macrodactylum</i>	Long-toed Salamander	P	
Salamander	Salamandridae	<i>Ambystoma gracile</i>	Northwestern Salamander	P	
REPTILES					
Lizard	Anguidae	<i>Elgaria coerulea</i>	Northern Alligator Lizard	P	
Lizard	Lacertidae	<i>Podarcis muralis</i>	European Fence Lizard	P	
Snake	Colubridae	<i>Thamnophis sirtalis</i>	Common Gartersnake	Yes	
Snake	Colubridae	<i>Thamnophis ordinoides</i>	Northwestern Gartersnake	Yes	
Snake	Colubridae	<i>Thamnophis elegans</i>	Terrestrial (Western) Gartersnake	P	
FISH					
Needs survey					
* Major maternal roost >200m on adjacent property.					



REQUEST FOR DECISION

To: Islands Trust Conservancy

For the Meeting of: July 14, 2020

From: Staff

Date Prepared: June 19, 2020

SUBJECT: Batista (200 Collins Road) Covenant

RECOMMENDATION: That the Islands Trust Conservancy Board authorizes the Chair to sign a covenant with Manuel and Cynthia Batista, over the Land described as PID 009-595-694, Section 3, Range 2 West, North Salt Spring Island, Cowichan District, Except part in Plan 3955, subject to confirmation of the removal of any vehicles or garbage inside the Covenant Area near the eastern boundary.

1 PURPOSE: To register a covenant on the land title.

2 BACKGROUND:

At its July 16, 2019 meeting the board of the Islands Trust Conservancy passed the following resolution:

ITC-2019-024

that the Islands Trust Conservancy Board approve the conservation proposal submitted by Jordan Litke on behalf of Manuel and Cynthia Batista for approximately 0.85 ha on Collins Road, Salt Spring Island, PID 009-595-694, Section 3, Range 2 West, North Salt Spring Island, Cowichan District, Except part in Plan 3955, subject to the removal of any vehicles or equipment that are located in the covenant area.

The Batista Covenant will be the ITC's 77th covenant overall and the 25th covenant in the Salt Spring Island Local Trust Area.

Covenant Overview

The covenant is consistent with the ITC standard conservation covenant, with the additions and changes noted below, as well as some minor revisions suggested by legal counsel.

9.1(a) amended to permit access 'to enter upon the Covenant Area for the purposes of monitoring compliance' and not 'upon the Land to access and inspect the Covenant Area', at the landholder's request, and considered acceptable to staff due to extent of access along Collins Road

9.1 (g) and (h) changed 'on the Land' to 'on the Covenant Area' for rights to place survey pegs and signs, respectively

9.2 amended such that Covenant Holder may bring workers, etc 'onto the Covenant Area' instead of 'onto the Land', at landholder's request as above

10.4 amended from 'enter upon the Land' to cease and remedy a breach, to 'enter upon the Covenant Area', at landholder's request as above

11.6, 11.7, and 11.10 minor wording changes and addition of 11.10 to clarify that enforcement of the Rent Charge is from the year of the breach and not retroactive as the entire amount owing for all years the covenant has been in effect, at suggestion of ITC legal counsel

15 removal of facsimile as a method of providing notice, ITC staff suggestion

Removal of Condition

The Board approved the conservation proposal *subject to the removal of any vehicles or equipment that are located in the covenant area*. The baseline report indicates some garbage from a former tent camp, and the landholder confirmed that he will also remove an old motorcycle that is perhaps partly in the covenant area.

Staff will conduct a site visit to confirm that the Covenant Area is clear of garbage and vehicles etc., tentatively scheduled for late July. Staff will then update the Baseline Report, or create an addendum to be registered as Appendix 1 of the covenant, to reflect the new condition of the Covenant Area. Once the garbage removal is confirmed and documented, staff will work with the Chair to sign and register the covenant and associated charges.

3 IMPLICATIONS OF RECOMMENDATION

ORGANIZATIONAL: The covenant is consistent with the ITC standard conservation covenant template except as noted above.

FINANCIAL: The landholder will be responsible for covenant registration fees. There will be minimal ongoing monitoring costs as monitoring this covenant can easily be included with monitoring of the Lower Mt Erskine Nature Reserve. There may be enforcement costs over time.

POLICY: This covenant is consistent with ITC policy. Section 5 of Policy 2.2 (assessing Conservation proposals) provides guidance for considering covenants of less than 2 hectares. Specific to this proposal, the Board can accept covenants of less than 2 hectares if the property adds an area to an existing adjacent or nearby protected area. The proposed covenant is located on the northern boundary of Mt Erskine Nature Reserve.

IMPLEMENTATION/COMMUNICATIONS: The covenant will be signed following ITC approval and forwarded to the landholder's legal counsel for registration. Once the covenant is registered, staff will notify the Salt Spring Island Local Trust Committee and planning staff. Staff will also work with the landholder to issue a news release, update the ITC website and to determine an appropriate means of celebrating the successful registration of the covenant (as per the ITC Securement Strategy).

FIRST NATIONS: Section 7.1 of the Baseline Report references First Nations use of the area. ITC will work with First Nations to ensure that management of the covenant is reflective of the United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP) and the *Heritage Conservation Act*.

OTHER: The conservation proposal was submitted following a resolution made by the Salt Spring Island Local Trust Committee:

That the Salt Spring Island Local Trust Committee supports SS-DVP-2019.1 in principal, conditional upon confirmation from the Islands Trust Conservancy Board that the proposed covenant is considered favourably.

The SSI LTC did not make the covenant registration a requirement of the Development Variance Permit (DVP) and the conservation proposal was not considered to be associated with a development application. The landholder agreed to allow the covenant to be considered in public meetings.

4 RELEVANT POLICY(S):

[2.2 Assessing Conservation Proposals](#)

[2.4 Conservation Covenants](#)

5 ATTACHMENT(S): Batista Covenant

RESPONSE OPTIONS

Recommendation: That the Islands Trust Conservancy Board authorizes the Chair to sign a covenant with Manuel and Cynthia Batista, over the Land described as PID 009-595-694, Section 3, Range 2 West, North Salt Spring Island, Cowichan District, Except part in Plan 3955, subject to confirmation of the removal of any vehicles or garbage inside the Covenant Area near the eastern boundary.

Alternative: Amend the covenant and approve as amended.

Prepared By: Kathryn Martell, A/Ecosystem Protection Specialist

Reviewed By/Date: Kate Emmings, A/Manager, Islands Trust Conservancy / June 30, 2020
Lisa Wilcox, Senior Intergovernmental Policy Advisor / July 7, 2020

TERMS OF INSTRUMENT – PART 2

Section 219 Conservation Covenant and Section 218 Statutory Right of Way

This Agreement dated for reference _____ is

BETWEEN:

Manuel Joao Batista, Cynthia Marie Earl Batista
1359 Briarlynn Crescent, North Vancouver, BC, V7J 1N3
(together the "Owner")

AND:

Islands Trust Conservancy, a corporation under the *Islands Trust Act* (British Columbia) with its office at 200-1627 Fort Street, Victoria, B.C. V8R 1H8

(the "Board")

(collectively, the "parties")

WHEREAS:

- A. The Owner is the registered owner in fee simple of the Land;
- B. The Covenant Area contains significant natural area values and amenities including flora, fauna and natural features of great importance to the Owner, the Covenant Holder and the public;
- C. The Owner wishes and has agreed to grant to the Covenant Holder a covenant pursuant to section 219 of the *Land Title Act*, to restrict the use of the Covenant Area, and a statutory right of way pursuant to section 218 of the *Land Title Act*;
- D. A statutory right of way in favour of the Covenant Holder is necessary for the operation and maintenance of the undertakings of the Covenant Holder;
- E. The Board is a Crown agent and is authorized to accept covenants and statutory rights of way under sections 219 and 218 of the *Land Title Act*, respectively.

In consideration of the payment of \$2.00 now paid by the Covenant Holder to the Owner, the receipt and sufficiency of which is acknowledged by the Owner, and in consideration of the promises exchanged below, the parties covenant and agree as follows, in accordance with sections 218 and 219 of the *Land Title Act*:

1. INTERPRETATION

1.1 In this Agreement, in addition to the words defined above:

- (a) "Administration Fee" means a fee of \$150.00 adjusted in each year as provided in section 12.1, charged by the Covenant Holder in accordance with section 12.1;
- (b) "Amenities" includes those natural, scientific, environmental, wildlife, plant and cultural values relating to the Covenant Area as identified in the Report;
- (c) "Business Day" means any day other than Saturday, Sunday or British Columbia statutory holidays;

- (d) "Certificate" means a certificate issued by the Covenant Holder under section 14.12;
 - (e) "Covenant Area" means that portion of the Land shown outlined in heavy black line and identified as "Covenant" on the Plan;
 - (f) "Covenant Holder" means, unless the context otherwise requires, the Board;
 - (g) "CPI" means the All-Items Consumer Price Index published by Statistics Canada, or its successor in function, for Vancouver, BC, where 2020 equals 100;
 - (h) "Land" means the parcel of land legally described as PID 009-595-694, Lot 3, Range 2 West, North Salt Spring Island, Cowichan District, Except Part in Plan 3955;
 - (i) "Notice of Enforcement of Rent Charge" means a Notice of Enforcement of Rent Charge given under section 11.6;
 - (j) "Notice of Breach" means a notice of breach given under section 10.1;
 - (k) "Plan" means the Reference Plan over part of the Land certified correct by Jordan Elliot Litke, B.C.L.S., dated 21 February 2020, and deposited in the Land Title Office under number EPP100050, a reduced copy of which is attached as Schedule A;
 - (l) "Rent Charge" means the rent charge granted by the Owner under section 11.1;
 - (m) "Rent Charge Amount" means the amount determined in accordance with Article 11, the payment of which is secured by the Rent Charge; and
 - (n) "Report" means the baseline documentation report that describes the Covenant Area and the Amenities in the form of text, maps, and other records of the Covenant Area for the purposes of this Agreement, a copy of which is on file with each of the parties, and a condensed version of which is attached as Schedule B.
- 1.2 Where this Agreement provides that something is in the "sole discretion" of a party, that thing is within the sole, absolute and unfettered discretion of that party.
- 1.3 This Agreement must be interpreted in accordance with the laws of British Columbia and the laws of Canada applicable in British Columbia, and the parties agree that the courts of British Columbia have exclusive jurisdiction over any proceeding concerning this Agreement and to attorn to the jurisdiction of such courts.
- 1.4 This Agreement is comprised of the recitation of the parties, the recitals to this Agreement, the Schedules to this Agreement, Part 1 of the *Land Title Act* Form C to which this Agreement is attached, and these Terms of Instrument.
- 1.5 In this Agreement:
- (a) reference to the singular includes a reference to the plural, and vice versa, unless the context otherwise requires;
 - (b) where a word or expression is defined in this Agreement, other grammatical forms of the same word or expression have corresponding meanings;
 - (c) reference to a particular numbered Article or section, or to a particular lettered Schedule, is a reference to the correspondingly numbered or lettered Article, section or Schedule of this Agreement, except where otherwise provided;

- (d) Article headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (e) the word “enactment” has the meaning given to it in the *Interpretation Act* on the reference date of this Agreement;
- (f) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided;
- (g) reference to an enactment is to an enactment of the province of British Columbia except where otherwise provided;
- (h) reference to a “party” or the “parties” is a reference to a party or the parties to this Agreement and their respective successors, assigns, trustees, administrators and receivers; and
- (i) reference to a “day”, “month” or “year” is a reference to a calendar day, calendar month or calendar year, as the case may be, unless otherwise expressly provided.

2. REPRESENTATIONS AND WARRANTIES

- 2.1 The Owner represents and warrants to the Covenant Holder that the facts set out in Recitals A and C are true as of the date of this Agreement.
- 2.2 The Board represents and warrants to the Owner that the facts set out in Recitals D and E are true as of the date of this Agreement.
- 2.3 Each party represents and warrants to each other party that the facts set out in Recital B are true as of the date of this Agreement.

3. INTENT OF AGREEMENT

- 3.1 The parties agree that the intent of this Agreement is:
 - (a) to protect, preserve, conserve, maintain, enhance and, if applicable from time to time restore, the natural state of the Covenant Area and the Amenities as described in the Report, and
 - (b) to prevent any occupation or use of the Covenant Area that will impair or interfere with the natural state of the Covenant Area or the Amenities as described in the Report,

and the parties agree that this Agreement is to be interpreted, performed and applied in that context.
- 3.2 This Agreement shall be perpetual to reflect the public interest in the protection, preservation, conservation, maintenance and enhancement of the Covenant Area and the Amenities.

4. RESTRICTIONS ON USE OF THE COVENANT AREA

- 4.1 Except as expressly permitted in this Agreement, the Owner must not do anything, omit to do anything, allow anything to be done or allow the omission of anything, that does or could reasonably be expected to destroy, impair, diminish, negatively affect or alter the Covenant Area or the Amenities from the condition described in the Report.
- 4.2 Without restricting the generality of section 4.1, the Owner must not, except with the prior written approval of the-Covenant Holder, which approval may be granted or withheld in the sole discretion of the Covenant Holder:

- (a) use or permit the use of the Covenant 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 Covenant Area;
 - (ii) causes the erosion of the Covenant Area to occur;
 - (iii) causes or facilitates the loss of soil on the Covenant Area;
 - (iv) alters or interferes with the hydrology of the Covenant Area, including by the diversion of natural drainage or flow of water in, on or through the Covenant Area;
 - (v) causes or allows fill, rubbish, ashes, garbage, waste or other material foreign to the Covenant Area to be deposited in, on or under the Covenant Area;
 - (vi) causes or allows any component of the Covenant Area, including soil, gravel or rock, to be disturbed, explored for, moved, removed from or deposited in or on the Covenant Area;
 - (vii) causes or allows pesticides, including but not limited to herbicides, insecticides or fungicides, to be applied to or introduced onto the Covenant Area; or
 - (viii) causes or allows any indigenous flora on the Covenant Area to be cut down, removed, defoliated or in any way tampered with;
- (b) use or permit the use of the Covenant Area for hunting, fishing, or gathering, or for the grazing of domestic animals;
- (c) construct, build, affix or place on the Covenant Area any buildings, structures, fixtures or improvements of any kind;
- (d) lay out or construct any new roads or paths on the Covenant Area; and
- (e) lease or license the Covenant Area or any part thereof unless the lease or license is expressly made subject to the provisions of this Agreement and expressly entitles the Owner to terminate the lease or license if the tenant or licensee breaches any of the provisions of this Agreement.

5. BASELINE DOCUMENTATION REPORT

- 5.1 The parties each agree that the Covenant Area and the Amenities are described in the Report and that the Report provides an accurate description of the Covenant Area and its Amenities as of the date of registration of this Agreement.
- 5.2 The parties agree that the Report is intended to serve as an objective information baseline for monitoring compliance with the terms of this Agreement.
- 5.3 The Covenant Holder will provide a copy of the full Report to the Owner upon request from the Owner from time to time.
- 5.4 The parties each acknowledge that the flora and fauna on the Covenant Area will evolve through natural succession over time and, unless otherwise expressly stated, references to the Report in this Agreement are intended to take into account the natural succession of the flora and fauna over time, without human intervention other than as expressly permitted by this Agreement.

6. DISPUTE RESOLUTION

- 6.1 If a breach of this Agreement occurs or is threatened, or if there is disagreement as to the meaning of this Agreement, the Covenant Holder or the Owner may give notice to the other party requiring a meeting of all parties within 10 Business Days of receipt of the notice.
- 6.2 Upon receipt of a notice under section 6.1, all parties must immediately cease any activity giving rise to a breach or threatened breach of this Agreement, and any activity giving rise to a disagreement as to the meaning of this Agreement.
- 6.3 The parties must attempt to resolve the matter, acting reasonably and in good faith, within 20 Business Days of receipt of the notice under section 6.1.
- 6.4 If the parties are not able to resolve the matter within the time set out in section 6.3, the parties may, by agreement, appoint a mutually acceptable person to mediate the matter, and the parties must act reasonably and in good faith and cooperate with the mediator and with each other in an attempt to resolve the matter within 30 days after the mediator is appointed.
- 6.5 The costs of the mediator and of the mediation facilities will be shared equally by the parties.
- 6.6 This Article does not affect the right of the Covenant Holder to pursue any other legal or equitable remedy in relation to a breach or a threatened breach of this Agreement, including without limitation under Articles 10 and 11, and the Covenant Holder may pursue other remedies concurrently with any dispute resolution under this Article.

7. OWNER'S RESERVED RIGHTS

- 7.1 Subject to Article 4, the Owner reserves all of its rights as owner of the Land, including the right to use, occupy and maintain the Covenant Area in any way that is not expressly restricted or prohibited by this Agreement, so long as the use, occupation or maintenance is consistent with the intent of this Agreement.
- 7.2 Without limiting the generality of section 7.1 the following rights are, subject to Article 4, expressly reserved to the Owner:
 - (a) to install, maintain or replace a reasonable number of signs for the purposes of public safety or informing the public about the Covenant Area and the Amenities, so long as each sign is not larger than 1 metre by 1 metre in size.
- 7.3 Subject to section 7.4, nothing in this Agreement restricts or affects the right of the Owner to do anything reasonably necessary to:
 - (a) prevent potential injury or death to any individual; or
 - (b) prevent, abate or mitigate any damage or loss to any real or personal property.
- 7.4 If the Owner intends to do, or permit to be done, anything described in section 7.3, the Owner must give at least 30 days' prior written notice to the Covenant Holder, describing in reasonable detail the intended action, the reason for it and its likely effect on the Covenant Area and the Amenities. Where the Owner gives notice under this section, the Owner must permit the Covenant Holder to enter upon the Land and inspect the Covenant Area during the 30-day period prior to the intended action. The Covenant Holder may comment on the proposed action and the Owner must take those comments into consideration before taking or permitting the proposed action to be taken under section 7.3.
- 7.5 Notwithstanding section 7.4, in the case of an emergency situation where the Owner must take immediate action under section 7.3, the Owner may take such necessary action without first

notifying the Covenant Holder. As soon as possible after the action is taken, the Owner must notify the Covenant Holder of the circumstances of the action taken, including the actual or likely effect of the action on the Covenant Area and the Amenities. Where such emergency action is taken, the Owner must permit the Covenant Holder to enter upon the Land and inspect the Covenant Area.

8. OWNER'S OBLIGATIONS

- 8.1 The Owner retains all responsibilities and bears all costs and liabilities related to the ownership, use, occupation and maintenance of the Land.
- 8.2 The Owner must indemnify the Covenant Holder, its directors, officers, employees, agents and contractors, from and against any and all liabilities, damages, losses, personal injury or death, causes of action, actions, claims, and demands made, suffered or incurred by or on behalf of any person, arising out of any act or omission, negligent or otherwise, in the use, occupation and maintenance of the Land or its Amenities by the Owner or its officers, employees, contractors, invitees, licensees or agents.
- 8.3 The Owner is liable for any and all breaches of this Agreement, but the Owner is not liable for:
- (a) breaches of this Agreement which occurred prior to the Owner becoming the registered owner of any interest in the Land, provided the previous owner has received a Certificate issued by the Covenant Holder under section 14.2 immediately before or at the time of the transfer of the Land to the Owner, or the Owner received a Certificate issued by the Covenant Holder under section 14.2 immediately after or at the time of the transfer of the Land to the Owner, certifying that there were no violations of this Agreement as of the date of issuance of the Certificate, other than violations known to be caused by the previous owner;
 - (b) injury or alteration to the Covenant Area or the Amenities resulting from natural causes, or causes beyond the Owner's reasonable control, other than as referenced in subsection (c), including accidental fire, flood, storm and earth movement, but excluding injury or alteration resulting from actions of the Owner or any other person with the actual or constructive knowledge of the Owner;
 - (c) injury or alteration to the Covenant Area or the Amenities resulting from the actions of any person without the actual or constructive consent or knowledge of the Owner, including from trespass, vandalism, nuisance or negligence, provided the Owner acts in accordance with sections 8.5 and 8.6;
 - (d) any prudent action taken by the Owner under emergency conditions to prevent, abate, or mitigate significant injury to the Covenant Area (including improvements) or the Amenities, resulting from natural causes, including accidental fire, flood, storm and earth movement; or
 - (e) injury or alteration to the Covenant Area caused by the Covenant Holder exercising their rights under this Agreement.
- 8.4 Without limiting the generality of sections 8.1, 8.2 and 8.3, the Owner:
- (a) is solely responsible and liable for any loss or damage, or liability of any kind (whether civil, criminal or regulatory), in any way connected with the existence in, on, from, to or under the Land (whether through spill, emission, migration, deposit, storage or otherwise) of any pollutant, contaminant, waste, hazardous waste, or any matter that harms the environment; and
 - (b) must indemnify the Covenant Holder from and against any loss, fine, penalty, damage, liability, cause of action, action, proceeding, regulatory action, order, directive, notice or

requirement, including those of any government agency, incurred, suffered or brought against the Covenant Holder, in any way associated with anything described in subsection (a).

- 8.5 Where, as provided in subsection 8.3(b), injury or alteration is caused to the Covenant Area or the Amenities by a person without the actual or constructive consent of knowledge of the Owner, the Owner will not be responsible for the resulting breach of this Agreement provided the Owner takes all reasonable steps to identify the person responsible and
- (a) pursues and obtains compensation from that person for damage caused to the Lands and the Amenities in an amount that reasonably reflects the amount of compensation the Owner is likely to receive if the Owner pursued a civil action under paragraph (b) or a prosecution and restitution under paragraph (c);
 - (b) pursues a civil action against that person for damage caused to the Covenant Area and the Amenities; or
 - (c) seeks a prosecution of that person under the *Trespass Act*, R.S.B.C. 1996, c. 462, including a claim for restitution for damage caused to the Covenant Area and the Amenities.
- 8.6 If the Owner does not obtain compensation under section 8.5 (a), and chooses to not take action under section 8.5(b) or (c), or if the Owner is unsuccessful in seeking a prosecution under section 8.5(c), the Owner will not be responsible for the resulting breach of this Agreement provided the Owner, at the Covenant Holder's option and with the Covenant Holder's approval
- (a) irrevocably and in writing assigns to the Covenant Holder the Owner's right to bring a civil action against that person and the right to any damages awarded should the action be successful; or
 - (b) commences a civil action against that person and irrevocably and in writing assigns the action, or the conduct of the action in the Owner's name, to the Covenant Holder, and the right to any damages awarded should the action be successful.
- 8.7 Where the Owner makes an assignment under section 8.6, the Owner must execute such agreements, and provide such documents and information, as requested by the Covenant Holder from time to time to give effect to the assignment.
- 8.8 Where the Owner, under section 8.5, receives compensation for damage caused to the Covenant Area or the Amenities, the Owner agrees to use that compensation to restore or rehabilitate the Covenant Area and the Amenities to as near the condition described in the Report as is possible, in a manner consistent with this Agreement and in consultation with the Covenant Holder.
- 8.9 Where the Covenant Holder, under section 8.6, receives compensation for damage caused to the Covenant Area or the Amenities, the Covenant Holder agrees to use that compensation to restore or rehabilitate the Covenant Area and the Amenities to as near the condition described in the Report as is possible, in a manner consistent with this Agreement and in consultation with the Owner.
- 8.10 The Owner must pay when due all taxes, assessments, levies, fees and charges of whatever description which may be levied on or assessed against the Land and must pay any arrears, penalties and interest in respect of any such amounts which are unpaid.
- 8.11 The Owner must indemnify the Covenant Holder from and against any fee, tax or other charge which may be assessed or levied against the Owner or Covenant Holder pursuant to any enactment, including the *Income Tax Act* (Canada), with respect to the Land or this Agreement, including any fee, tax or other charge which may be assessed or levied against the Owner or Covenant Holder as a result of the amendment or termination of this Agreement.

- 8.12 Any debts or other amounts due from the Owner to the Covenant Holder under this Agreement, if not paid within 30 days after notice, will bear interest at the annual interest rate that is 1 per cent greater than the prime rate of interest. For the purposes of this section, the “prime rate of interest” is the annual rate of interest charged from time to time by the Bank of Montreal, at its main branch in Vancouver, BC, for demand Canadian dollar commercial loans and designated from time to time by the Bank of Montreal as its prime rate.
- 8.13 The indemnities granted by the Owner to the Covenant Holder under this Article are indemnities granted as an integral part of the section 219 *Land Title Act* covenant created by this Agreement and, to the extent necessary to give effect to any obligations created prior to the termination of this agreement, survive the termination of this Agreement.

9. STATUTORY RIGHT OF WAY

- 9.1 The Owner grants to the Covenant Holder a licence, and a statutory right of way pursuant to section 218 of the *Land Title Act*, permitting the Covenant Holder to do the following:
- (a) enter upon the Covenant Area for the purposes of monitoring compliance with this Agreement, on prior written notice by the Covenant Holder to the Owner of at least 24 hours;
 - (b) for purposes other than monitoring under subsection (a), enter the Covenant Area to access and inspect the Covenant Area at all reasonable times upon prior written notice by the Covenant Holder to the Owner of at least 24 hours, unless, in the opinion of the Covenant Holder, there is an emergency or other circumstance which makes giving such notice impractical;
 - (c) as part of inspection of the Covenant Area under subsection (a) or (b), take soil, water or other samples, photographs, and video and sound recordings as may be necessary to monitor compliance with and enforce the terms of this Agreement;
 - (d) enter upon and protect, preserve, conserve, maintain, enhance, rehabilitate or restore, in the Covenant Holder's sole discretion and at the Covenant Holder's expense, the Covenant Area or the Amenities to as near the condition described in the Report as the Covenant Holder considers is practicable or desirable, if an act of nature or of any person other than as described in subsection (e) destroys, impairs, diminishes or negatively affects or alters the Covenant Area or the Amenities from the condition described in the Report;
 - (e) in accordance with Article 10, enter upon and protect, preserve, conserve, maintain, enhance, rehabilitate or restore, in the Covenant Holder's sole discretion and at the Owner's expense, the Covenant Area or the Amenities to as near the condition described in the Report as in the Covenant Holder's sole discretion is practicable or desirable, if an action of the Owner or any other person acting with the actual or constructive knowledge of the Owner contravenes any term of this Agreement;
 - (f) carry out or evaluate any program agreed upon by the parties for the protection, preservation, conservation, maintenance, restoration or enhancement of all or any portion of the Covenant Area or the Amenities;
 - (g) place survey pegs or other markings on the Covenant Area to clearly identify the Covenant Area or access to the Covenant Area, or to increase the visibility of existing survey pegs or other markings; and
 - (h) erect a plaque or other sign on the Covenant Area, in a tasteful manner and at the expense of the Covenant Holder, indicating that the Covenant Holder holds a covenant on the Covenant Area, provided that the size, style and location of the plaque or sign must be

approved by the Owner prior to its placement, such approval not to be unreasonably withheld.

- 9.2 The Covenant Holder may bring workers, contractors and employees, and vehicles, equipment and other personal property, onto the Covenant Area when exercising their rights under this Article.

10. ENFORCEMENT REMEDIES OF THE COVENANT HOLDER

- 10.1 If the Covenant Holder, in its sole discretion, believes that the Owner has failed to perform any of its obligations under this Agreement, or is otherwise in breach of any term of this Agreement, the Covenant Holder may give a Notice of Breach to the Owner setting out particulars of the breach, including the Covenant Holder's estimated maximum costs of remedying the breach.
- 10.2 On receipt of a Notice of Breach, the Owner must
- (a) immediately cease all activities giving rise to the breach; and
 - (b) within 60 days remedy the breach or make arrangements satisfactory to the Covenant Holder to remedy the breach, including with respect to the time within which the breach must be remedied.
- 10.3 For clarity, the requirement in subsection 10.2(b) to remedy a breach requires the Owner to undertake such rehabilitation or restoration necessary to remedy any damage done to the Covenant Area contrary to this Agreement, at the Owner's sole expense.
- 10.4 If the Owner does not comply with the requirements of section 10.2 within the time required or agreed upon, the Covenant Holder may enter upon the Covenant Area and take any required actions to stop any activities giving rise to the breach, and to remedy the breach or carry out the arrangements referred to in section 10.2. The Owner must reimburse the Covenant Holder for any expenses incurred in taking any action under this section, up to the estimated maximum costs of remedying the breach as set out in the Notice of Breach.
- 10.5 Expenses incurred by the Covenant Holder under this Article, until paid, are a debt owed by the Owner to the Covenant Holder and the Owner agrees to indemnify the Covenant Holder for such expenses, which indemnity forms an integral part of the covenant under section 219 of the *Land Title Act* created by this Agreement.

11. RENT CHARGE AND ITS ENFORCEMENT

- 11.1 As security for the performance of the Owner's obligations under this Agreement, the Owner grants to the Covenant Holder a perpetual rent charge against the Land. The Rent Charge is granted both under section 219 of the *Land Title Act* as an integral part of the statutory covenant created by this Agreement and as a fee simple rent charge at common law.
- 11.2 The Rent Charge secures payment to the Covenant Holder by the Owner of the sum of \$6,526.00 per year, subject to adjustment under section 11.3.
- 11.3 The Rent Charge Amount will be adjusted on January 1 of each year by increasing or decreasing, as the case may be, the Rent Charge Amount by the amount determined by multiplying the Rent Charge Amount on December 31 immediately preceding by the percentage increase or decrease, as the case may be, in the CPI between the previous January 1 and that December 31, and adding the amount so determined to the Rent Charge Amount as it stands on that December 31. If Statistics Canada, or its successor in function, ceases to publish a CPI or comparable indicator as determined by the Covenant Holder in its sole discretion, the parties agree that the factor to be used in determining the annual increase in the Rent Charge Amount for each year is 3%.

- 11.4 For each breach of this Agreement, the Rent Charge Amount will be increased by a sum equal to 110% of the market value at the date of the breach of any flora or fauna, soil, rock, gravel or minerals which have been altered, damaged, destroyed, moved, harvested or removed in connection with the breach.
- 11.5 The Rent Charge is suspended unless and until the Owner is in breach of any provision of this Agreement.
- 11.6 If the Covenant Holder wishes to enforce the Rent Charge in a given year, the Covenant Holder must give a Notice of Enforcement of Rent Charge to the Owner, stating the intention to enforce the Rent Charge and demanding immediate payment of the Rent Charge Amount for the year in question. The Notice of Enforcement of Rent Charge may be given at any time after a Notice of Breach is given under section 10.1.
- 11.7 The Owner must, within 10 days of receipt of the Notice of Enforcement of Rent Charge, pay the full Rent Charge Amount for the year in which the Notice is issued to the Covenant Holder.
- 11.8 The Covenant Holder may enforce the Rent Charge by any of the following:
- (a) an action against the Owner for the Rent Charge Amount;
 - (b) distraint against the Land to the extent of the Rent Charge Amount;
 - (c) an action for appointment of a receiver in respect of the Land; or
 - (d) an order for sale of the Land.
- 11.9 The Covenant Holder is entitled to recover from the Owner all reasonable expenses incurred as a result of enforcement of the Rent Charge.
- 11.10 The Rent Charge will continue to be billed to and collected from the Owner in subsequent years until the breach identified in the Notice of Breach has been satisfactorily remedied.

12. ADMINISTRATION FEE

- 12.1 The Owner agrees that the Covenant Holder may charge the Owner an Administration Fee to cover the Covenant Holder's administrative costs in each case where the Covenant Holder is requested by the Owner to provide a review, approval or assessment of any action of the Owner, including without limitation to issue a Certificate, or where the Covenant Holder visits the Covenant Area under section 7.4 and 7.5. The Administration Fee applies whether or not the Covenant Holder grants any approval requested.
- 12.2 The Administration Fee will be adjusted on January 1 of each year by increasing or decreasing, as the case may be, the Administration Fee by the amount determined by multiplying the Administration Fee on December 31 immediately preceding by the percentage increase or decrease, as the case may be, in the CPI between the previous January 1 and that December 31, and adjusting accordingly the Administration Fee as it stands on that December 31. If Statistics Canada, or its successor in function, ceases to publish a CPI or comparable indicator as determined by the Covenant Holder in its sole discretion, the parties agree that the factor to be used in determining the annual increase in the Administration Fee for each year is 3%.

13. ASSIGNMENT OF AGREEMENT OR DISSOLUTION OF THE COVENANT HOLDER

- 13.1 This Agreement is assignable by the Covenant Holder, but the Covenant Holder may only assign its rights and obligations under this Agreement to a person or entity authorized to hold statutory

rights of way under section 218 of the *Land Title Act* and covenants under section 219 of the *Land Title Act*.

- 13.2 The Covenant Holder agrees that before it assigns this Agreement under this Article, it must notify the Owner with respect to the proposed assignee.
- 13.3 In the event of a pending winding-up or dissolution of the Covenant Holder, the Covenant Holder must use its best efforts to assign and transfer all of its interest under this Agreement to a person or entity authorized to accept statutory rights of way under section 218 of the *Land Title Act* and covenants under section 219 of the *Land Title Act*.

14. NOTICE OF CHANGE IN OWNERSHIP BY OWNER

- 14.1 The Owner must notify the Covenant Holder of any change of ownership prior to the registration of any such change in the land title office.
- 14.2 The Owner may request that the Covenant Holder visit the Land and issue a Certificate indicating whether or not there are any violations of this Agreement as of the date of the Certificate.
- 14.3 Failure by the Owner to comply with section 14.1 does not affect the enforceability of this Agreement against the Owner or its successors in title to the Land.

15. NOTICE

- 15.1 A notice or other communication (collectively a “notice”) required or permitted under this Agreement must be in writing and must be:
 - (a) delivered in person;
 - (b) sent by e-mail to the parties at their respective e-mail addresses, if the parties have provided an e-mail address; or
 - (c) sent by pre-paid registered mail addressed to the parties at their respective addresses set out in section 15.4.
- 15.2 A notice given by email under subsection 15.1(b) must be followed by a copy sent by ordinary mail, except that a notice given under subsection 9.1(a) may be given by email without the requirement to send a copy by ordinary mail.
- 15.3 Unless otherwise provided, a notice
 - (a) delivered in person is deemed received on delivery;
 - (b) sent by e-mail:
 - (i) if the notice is transmitted before 3:00 pm on a Business Day, the document is deemed to be received on the day of transmission;
 - (ii) if the notice is transmitted after 3:00 pm on a Business Day or is transmitted on a day that is not a Business Day, the notice is deemed to be received on the next day that is a Business Day; and
 - (c) sent by pre-paid registered mail is deemed received on the fourth Business Day following the day on which the notice was sent.
- 15.4 The addresses of the parties for notices under this Article are as follows:

(a) The Owner:
Manuel Joao Batista, Cynthia Marie Earl Batista
1359 Briarlynn Crescent
North Vancouver, BC, V7J 1N3
Email: batmanbatista123@gmail.com

(b) The Board:
Islands Trust Conservancy Board
200-1627 Fort Street
Victoria, BC, V8R 1H8
Email: itcmail@islandstrust.bc.ca

15.5 Each party agrees to give written notice immediately to the other parties of any change in its address from those set out in section 15.4, and to keep the other parties apprised of any changes to the party's e-mail address if one is provided.

16. ACCESS

16.1 Except if expressly provided in this Agreement, no right of access by the general public to any portion of the Land is conveyed by this Agreement.

17. NOTICE OF COVENANT

17.1 The Owner agrees that the Covenant Holder may publicize the existence of this Agreement in a tasteful manner.

18. NO LIABILITY IN TORT

18.1 The parties agree that this Agreement creates only contractual obligations and obligations arising out of the nature of this Agreement as a covenant under seal. Without limitation, the parties agree that no tort or fiduciary obligations or liabilities of any kind are created or exist between the parties in respect of this Agreement, and nothing in this Agreement creates any duty of care or other duty on any of the parties to anyone else. For clarity, the intent of this section is to, among other things, exclude tort liability of any kind and to limit the parties to their rights and remedies under the law of contract and the law pertaining to covenants under seal.

19. WAIVER

19.1 An alleged waiver of any breach of this Agreement is effective only if it is an express written waiver signed by the Covenant Holder, and is only effective to the extent of that express waiver and does not operate as a waiver of any other breach.

19.2 The failure for any reason of the Covenant Holder to require performance by the Owner at any time of any obligation under this Agreement does not affect the Covenant Holder's right to subsequently enforce that obligation.

20. JOINT AND SEVERAL OBLIGATIONS

20.1 Where at any time there is more than one Owner in this Agreement, the obligations of those Owners are joint and several.

21. REMEDIES NOT EXHAUSTIVE

- 21.1 Exercise or enforcement by a party of any remedy or right under or in respect of this Agreement does not limit or affect any other remedy or right that party may have against the other parties in respect of or under this Agreement or its performance or breach.

22. COVENANT RUNS WITH THE LAND

- 22.1 Every obligation and covenant of the Owner in this Agreement constitutes both a personal covenant and a covenant granted under section 219 of the *Land Title Act* in respect of the Land, and the provisions of Article 9 constitute a statutory right of way granted under section 218 of the *Land Title Act*. This Agreement burdens the Land and runs with it and binds the successors in title to the Land and each and every part into which the Land may be subdivided by any means and any parcel with which the Land or any part of it is consolidated.

23. REGISTRATION

- 23.1 The Owner agrees to do everything necessary, at the Owner's expense, to ensure that this Agreement, and the interests it creates, are registered against title to the Land, 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.

24. SEVERANCE

- 24.1 If any part of this Agreement is held by a court to be invalid, illegal or unenforceable, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement is to remain in force unaffected by that holding or by the severance of that part as if the part was never part of this Agreement.

25. NO OTHER AGREEMENTS

- 25.1 This Agreement is the entire agreement between the parties and it terminates and supersedes all other agreements and arrangements regarding its subject.

26. INDEPENDENT ADVICE

- 26.1 The Owner acknowledges and agrees that the Owner has had an opportunity to seek and obtain, to the Owner's satisfaction, independent advice from an accountant or other tax expert with respect to the income tax and other tax implications of this Agreement and acknowledges that it does not rely and has not relied on the Covenant Holder for advice in this regard and that the Covenant Holder has given no representation or warranty in that regard.
- 26.2 The Owner acknowledges and agrees that the Owner has been advised by the Covenant Holder that the Owner should seek independent legal advice as to the meaning and effect of this Agreement, and the Owner further acknowledges and agrees that no legal advisor of the Covenant Holder's has advised the Owner on the meaning or effect of this Agreement or in connection with this Agreement.

27. AMENDMENTS

- 27.1 This Agreement is intended to be perpetual and may only be changed by a written instrument signed by all the parties.

28. DEED AND CONTRACT

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

29. RIGHTS OF COVENANT HOLDER

- 29.1 A Covenant Holder may exercise its rights under this Agreement through its directors, officers, employees, agents or contractors.

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

The schedules referred to throughout this document are attached after this page.

Attached to and forming Part of the Conservation Agreement between the Owner and the Covenant Holder dated for reference 21 February, 2020.



SCHEDULE B
BASELINE REPORT

(Note: This is a condensed version of the full Baseline Report)

Attached to and forming part of the Covenant Agreement between the Owner and the Covenant Holder dated for reference November 2019.

Collins Road Conservation Covenant Baseline Inventory

200 Collins Road Baseline Inventory Report

1. ACKNOWLEDGEMENTS

Name	Position/Affiliation	Professional Accreditation or subject expertise	Contribution
Briony Penn, PhD	Biogeographer, Penn & Associates	PhD Geog.	Primary Author
Carrina Maslovat, MSc	Biologist, subcontractor, GPS	R.P. Bio.	Inventory of plant species; photography and GPS recording
Malcolm Penn, MSc	GIS expert, subcontractor	GIS	GIS mapping

2. Property Information

2.1 The 200 Collins Road covenant is approximately 0.85 hectares and is part of the proposed subdivision of PID 009-595-694, Section 3, Range 2 West, North Salt Spring Island, Cowichan District, (Except Plan 3955). The entire parent lot is 6.59 hectares. It is on northwest side of Salt Spring Island and the closest water body is Booth Bay.

2.2 PROPERTY ACCESS INFORMATION:

- The covenant is in the southeast section of the 200 Collins Road subdivision. The southern boundary of the subdivision east of Collins Road is also the southern boundary of the covenant. The covenant area is a steeply sloped section, defined by the surveyor by extending 10 metres north from the surveyed toe of the slope of Mount Erskine. The base plan for the covenant map is the subdivision plan showing this toe of slope, prepared by Polaris Land Surveying (Map 1).¹
- From the ferry at Fulford Harbour, follow the main Fulford-Ganges Road to Ganges. Turn left on Rainbow Road, follow it for 4.3 kilometres when it turns into Collins Road. Continue on Collins for 617 metres, where the road curves and you will be at the southwest corner of the covenant area on the left (east) side of Collins. Parking for monitoring purposes is best done in the pull-out area another 50 metres south of this point on the right (west) side of Collins Road, opposite the trail head for Mount Erskine Provincial Park.
- The covenant area can be legally accessed anywhere along the western edge of the covenant from Collins Road, or along the southern edge from the Lower Mount Erskine Nature Reserve, however, this is a steep slope. Access is best done at the northwest corner of the covenant where it is flattest and not on a blind corner.

3. SIGNIFICANCE OF THE LAND AND NATURAL AMENITIES

¹ Polaris Land Surveying Inc. 2019-06-27, File: 0394-04.

3.1 The Collins Road Covenant is a small parcel of land that includes a section of the southeast base of Mount Erskine. The intention of the covenant is to create a small buffer to enhance the ongoing protection of the larger Mount Erskine protected area that is under a variety of different jurisdictions and management for its assemblage of red listed ecosystems as well as being part of a large sensitive ecosystem polygon of Older Second-growth Forest (SG), as described in the 2004 revised Sensitive Ecosystems Inventory (SEI) map for eastern Vancouver Island and the Gulf Islands.² The south adjacent parcel to the covenant area is the Lower Mount Erskine Nature Reserve, managed by the Islands Trust Conservancy. The covenant area is a small steep, north-facing forest of second-growth Douglas-fir with some older trees, including arbutus on bedrock outcroppings from the Cretaceous sandstones/conglomerates. Skid roads and other signs of logging are still evident.

3.2 No species at risk were observed in the covenant area during 2019 surveys. The red-listed ecological community Douglas-fir/ Dull Oregon-grape (*Pseudotsuga menziesii* / *Berberis nervosa*) covers the entire covenant area.

Ecological Community Name		Status		
English	Scientific	Provincial	BC List	Global
Douglas-fir / Dull Oregon-grape	<i>Pseudotsuga menziesii</i> / <i>Berberis nervosa</i>	S1 (2018)	Red	G2

3.3 There were no hydrological features found on the land. The land slopes toward the north and west and surface water flows into the ocean.

4. CONDITIONS AT TIME OF DATA COLLECTION

Date	Activity	Conditions	Data Collector
9:30 AM to 3:30 PM August 29, 2019	Ecosystem data collection and mapping	21°, sunny	Briony Penn and Carrina Maslovat

5. Report Methodology

5.1 Equipment

The surveys was conducted using the equipment listed below:

- Camera: Canon Rebel T5
- GPS: Hand-held Garmin 62SC
- Compass: Suunto MC-2
- Clinometer: Compass

² Michael McPhee *et al.* Sensitive Ecosystems Inventory Eastern Vancouver Island and Gulf Island 1993-1997, Technical Report Series Number 345, Canadian Wildlife Service, British Columbia, 2000; Canadian Wildlife Service, Sensitive Ecosystem Inventory Disturbance of East Vancouver Island and Gulf Islands, Map 092B 083, March 2004

- Tree diameter measuring tape; Ben Meadows DBH tape
- measuring tape used for distances.

5.2 PRE-FIELDWORK

The pre-fieldwork preparations reviewing:

- subdivision boundaries of conservation covenant with surveyor Jordan Litke, Polaris Land Surveying Inc.
- reviewing management plans of adjacent protected areas: *Management Plan for Lower Mount Erskine Nature Reserve, Salt Spring Island* prepared for Islands Trust Conservancy (revised plan) by Chris Ferris (2005)³; and the *Mount Erskine Provincial Management Plan* (2012) prepared by BC Parks in collaboration with Salt Spring Conservancy and Nature Conservancy of Canada⁴; Salt Spring Island Conservancy management notes on Mount Erskine and Manzanita Nature Reserves.⁵
- BC Conservation Data Centre records for rare features;⁶
- 1:50,000 Terrestrial Ecosystem Mapping for the property to identify mapped ecological community polygon;⁷
- Sensitive Ecosystem Inventory (McPhee et al, 2000; Canadian Wildlife Service, 2004) to identify sensitive ecosystem polygons; covenant area included in polygon T0175-R9 (Older second-growth forest);⁸
- archaeological sites (Ferris, 2005);⁹
- possible bird surveys in the Lower Mount Erskine Nature Reserve with ornithologist, Ren Ferguson; none have been done;

5.3 FIELDWORK

Briony Penn and Carrina Maslovat arrived at 9:30 AM at 200 Collins Road and met owner, Cynthia Batista, on Collins Road. Cynthia was asked about the settlement history and any wildlife sightings. Cynthia and Manuel Batista have only owned the land since 2018. The route necessitated a crossing of a recent large blow down, which is marked as a feature in the map. At the southwest corner, we began our survey around the covenant boundary moving in a clockwise direction. Locations of photopoints for covenant monitoring as well as anthropogenic and natural features were recorded on a hand-held Garmin GPS map 62sc. We set up our photo points at mostly existing

³ <http://www.islandstrustconservancy.ca/media/10385/itfmgmtplanmterskine.pdf>

⁴ http://www.env.gov.bc.ca/bcparks/planning/mgmtplns/mt_erskine/mt_erskine_mp_final.pdf?v=1571070397502

⁵ <https://saltspringconservancy.ca/protect/nature-reserves/mt-erskine/> <https://saltspringconservancy.ca/protect/nature-reserves/manzanita-ridge/>

⁶ <http://a100.gov.bc.ca/pub/eswp/search.do>

⁷ http://a100.gov.bc.ca/appsdata/acat/documents/r15273/CDF_TEM_Landscape_Map7_1224092780170_8e248a8d30d8726e2961482c4e7d83fee73aed211e86.pdf

⁸ http://a100.gov.bc.ca/appsdata/acat/documents/r2124/SEI_4206_rpt2_1111099716576_7025110f245d45caa101abdef711671d.pdf and Canadian Wildlife Service, *Sensitive Ecosystem Inventory of East Vancouver Island and Gulf Islands*, Map 092B 083, March 2004

⁹ <http://www.islandstrustconservancy.ca/media/10385/itfmgmtplanmterskine.pdf>

boundary points, noting plants, animal species, invasive species and features as we moved around the area. The covenant area is small enough that these points provide an overview of the entire area. We established a vegetation plot in the centre of the covenant area that appeared to be representative of the area and conducted a vegetation plot extending 11.3 metres from vegetation plot centre. We took more detailed measurements of an older large Douglas-fir outside of the vegetation plot.

Mapping was done by Malcolm Penn using ESRI ArcGIS software.

6. LANDSCAPE CONTEXT

6.1 Landscape Context

This covenanted area is adjacent to the larger contiguous protected area of 150 hectares surrounding Mount Erskine which includes: Lower Mount Erskine Nature Reserve (22 ha managed by Islands Trust Conservancy), Manzanita Ridge Nature Reserve (20 ha managed by Salt Spring Island Conservancy), Mount Erskine Provincial Park (107 ha managed by BC Parks) and Mount Erskine Linear Park Reserve and Upper Access Park (3 ha managed by Capital Regional District) (Map 2). The covenant area is also part of the original SEI polygon of TO175-R9 of older second-growth forest (SG).

Canadian Wildlife Service (2004) describes the importance of these contiguous areas of second-growth Douglas-fir, “They can serve as important buffers around sensitive ecosystems and vital links between habitat patches. They often provide critical habitat for species that require both open and forested areas during their life-cycle. The biological diversity of forests generally increases with age. Where older forests are rare or absent, older second growth forests become more important as they gradually develop old forest characteristics.”¹⁰

Mount Erskine is the only large recreation and conservation land close to Ganges, Vesuvius and northern parts of Salt Spring Island. It is the highest point of land in the north of the island and trails to the summit are very popular with residents and visitors. The area is renowned for excellent viewpoints to the north and west, interesting geological formations and good examples of upland forests. Map 2 shows the general landscape context of the area but additional information on the larger contiguous protected area is available in the *Mount Erskine Provincial Park Management Plan*.

The upland part of the Mount Erskine protected area is in the Coastal Western Hemlock dry maritime series (CWHdm) with excellent examples of the red listed arbutus/hairy Manzanita plant community and other ecosystems at risk. The lower western slopes including the covenant area consist of the Coastal Douglas-fir moist maritime series (CDFmm). The covenant area provides contiguous protection to the northwest slope of the mountain right to the toe of the slope as well as 10 metres beyond. This covenant builds on a history of protection that began with the first donation of the adjacent parcel of land (22 hectares) to the south by Dr. J.H. Fisher in 1974.

¹⁰ On map legend.

North of the covenant area to the east of Collins Road is currently undeveloped with no potential for an additional density under the existing Rural zoning, which only allows a minimum average area of lots at 2 hectares, (minimum size of individual lots can't be less than .6 hectare).¹¹ The three permitted subdivision lots and building sites are located on the west side of Collins Road. The east section cut off by the road is a possible *de facto* buffer and an extension of the CDFmm protected area. To the east of the covenant area is a large recent clearcut with major earth moving, roads and invasive species in the clearcut areas. There is derelict machinery at the east boundary, some of which appear to have been pushed on to the eastern boundary close to the covenant area.

6.2 Biogeoclimatic zone: The covenant area lies within the coastal Douglas-fir moist maritime (CDFmm) biogeoclimatic variant.¹² This variant is characterized by forests dominated by coastal Douglas-fir (*Psuedotsuga menziesii*) with a shrub storey of salal (*Gaultheria shallon*) and dull Oregon grape (*Mahonia nervosa*). The different communities within this variant are strongly differentiated by available soil moisture, depth and nutrient status.

6.3 Climate: The climate of the southern portion of the Strait of Georgia has traditionally enjoyed warm, dry summers, which can lead to prolonged drought, and mild, wet winters. The maritime influence moderates the effects of elevation, latitude and aspect on local temperature and precipitation. Temperatures traditionally ranged from 35°C to -15°C though generally were moderate. However, climate change has already impacted the region with increased temperatures, streamflow timing, precipitation pattern shifts and increased storm frequency.¹³ Climate change scenarios¹⁴ predict a 3° C rise by 2050. The number of summer days above 25°C can expect to triple with a 22% increase in the growing degree days. The frost-free period was traditionally just over 200 days but is predicted to have a 49% increase by 2050. The annual precipitation for the Gulf Islands Salt Spring Island for 2018 was 987 mm¹⁵. Precipitation is predicted to rise in the same period by 5% and the seasonality, frequency and intensity of extreme events, especially storms, will continue to cause immediate damage to the system as well as the gradual shift in conditions over the years. The December 20, 2018 storm already created severe blow downs over Mount Erskine protected area and in the covenant area. The amount

¹¹ Salt Spring Island Trust Committee Bylaw No. 355 Consolidated Version 2017, p. 99

<http://www.islandstrust.bc.ca/media/343777/ss-bl-355-2017-consolidation-2017-02-15.pdf>

¹² Del Meidinger and Jim Pojar, *Ecosystems of British Columbia*, Research Branch, Ministry of Forests, February 1991.

¹³ Puget Sound Science Review, 2015 <https://www.eopugetsound.org/science-review/section-2-driver-climate-change-salish-sea-ecosystem>

¹⁴ Capital Region District, *Climate Projections for the Capital Region*, 2017 https://www.crd.bc.ca/docs/default-source/climate-action-pdf/reports/2017-07-17_climateprojectionsforthecapitalregion_final.pdf All data in this section is from this document.

¹⁵ Current Results <https://www.currentresults.com/Weather/Canada/British-Columbia/precipitation-annual-average.php#g>

of rain in summer is expected to drop by about 20% and the duration of the dry spells will lengthen by about 20%.

6.4 Geology and Soils: Most of the slope of the covenant area is composed of coarse soil made up of 50% coarse fragments of eroded rock, rock fall and glacial till.¹⁶ Exposed bedrock consists of coarse mudstone/shale facies from the Nanaimo Group dating from the Cretaceous. Farther up the slope of Mount Erskine into the protected area, the hard, erosion-resistant pebble and cobble conglomerates take over as the dominant bedrock, and the rock fall from these outcrops forms some of the fragments of the lower soils. The steep slopes and high percent of coarse fragments make this covenant area mostly inaccessible and treacherous to walk except on the flatter 10-metre zone that extends beyond the toe of the slope, which have deeper soils.

7. SITE HISTORY

7.1 First Nations: The covenant area is within the unceded territory¹⁷ of the Stz'uminus First Nation, Cowichan Tribes, Halalt First Nation, Ts'uubaa-asatx First Nation, Lyackson First Nation and Penelakut First Nation (all members of the Hul qumi num Treaty Group (HTG)) and Tsawwassen First Nations. The review of first nations' use is taken from the two existing management plans (BC Parks, 2012; Ferris, 2005) in which the area was checked for any archaeological records and the nations were consulted with regard to use. The province and HTG are working towards a new relationship with respect to management of Mount Erskine Provincial Park and this might lead to additional information for a regional use history. No archaeological sites have previously been found on the adjacent Lower Mount Erskine Nature Reserve, or in the provincial park. This small steep area is very unlikely to have any recorded sites. However, the whole west side of Salt Spring Island from Xwaaqw'um (Burgoyne Bay) to Stulan (Vesuvius Bay)¹⁸ is part of the traditional summer gathering area for the Cowichan Tribes. Traditional summer uses will include hunting, food and medicine gathering. Western redcedars and Douglas-fir used for bark and sap are in the polygon. Cultural modification of trees and seasonal burning may have taken place in the covenant area prior to logging, the latter to improve browse and plant food enhancement, but there are no old growth trees left on the site to provide any evidence.

¹⁶ Hugh G. Greenwood, Mitchell Mihalynuk, *Salt Spring Island Geology*, BC Geological Survey, Open File 2009-11; BC Parks, 2012

¹⁷ The Islands Trust Conservancy recognizes that the language commonly used to refer to land may be disrespectful to First Nations. For example, notions of 'private' and 'Crown' land do not appropriately recognize aboriginal title, and imply a belief in the concept of terra nullius, the idea that land was not owned prior to the assertion of European sovereignty. The Islands Trust Conservancy acknowledges that terra nullius is a concept that doesn't apply to the Islands Trust Area. The words "provincially-managed land" or "federally managed land" will be used in place of "Crown". "Privately managed" will be used in place of "private" and "land holder" instead of "land owner."

¹⁸ Quw'utsun S-ul-hween Advisory Committee, *Quw'utsun Hul'q'umi'num Category Dictionary*, Cowichan Tribes, 2007

7.2 SETTLERS:

The northwestern flank of Mount Erskine was relatively isolated and there is no evidence of prior European settlement or homesteads in the covenant area. The only European land use has been logging. It was clearcut in the mid 1900s, of which stumps and skid roads provide evidence. When Collins Road was upgraded over the decades the area started to open up for subdivision. The current owners, Cynthia and Manuel Batista bought the property in 2018 from the Utas family with a view to subdividing and retaining forested lots for their family. They had no knowledge of any settlement history.

An adjacent landowner, Jack Fisher, gifted 22 hectares, now called the Lower Mount Erskine Nature Reserve, in 1976 to be held by the province of British Columbia until the Islands Trust Conservancy was in a position to take over the management, which they did in 1996. Two provincially-managed parcels, Lot 28 and West ½ of Lot 27, adjacent to the Fisher donation, were designated a class A park, Mount Erskine Provincial Park in 2006. At the same time, there was a major community effort by the Salt Spring Conservancy, Nature Conservancy of Canada and other conservation organizations to purchase two private parcels adjacent to the crown parcels: now called Mount Erskine Nature Reserve, which is managed by BC Parks and the Manzanita Ridge Nature Reserve managed by Salt Spring Island Conservancy. Two regional linear parks adjacent to the protected areas are also managed by the Capital Regional District. Since Jack Fisher's time the provision of a trail to the summit of Mount Erskine, called the Jack Fisher Trail has meant that the dominant land use has been recreation.

8. ANTHROPOGENIC FEATURES

8.1 All human attributes on the land are shown on Map 1. There has been a history of logging and old skid roads remain.

Anthropogenic Feature	Description	Condition	Photopoint Location
Skid roads	2-3 metre wide roads bulldozed into the side of the slope	Over 50 years old, these skid roads have been adopted by deer as wildlife trails and in some instances have developed into seasonal run off channels.	PP8 a and b
Garbage	Abandoned tent camp		PP7

8.2 There are no known archaeological sites in the covenant area.

9. INVENTORY BY ECOLOGICAL COMMUNITY¹⁹

Data was collected for the ecological community on August 29, 2019. 90% of the site was steeply sloping, very dry with a north facing aspect (350°) and a soil of largely coarse fragment rock. A plant inventory of the entire site is also included in the Appendix.

The covenant area has only one ecological community, which includes maturing Douglas-fir (*Pseudotsuga menziesii*) trees with arbutus (*Arbutus menziesii*) trees in drier microsites and western redcedar (*Thuja plicata*) in wetter microsites. The understory vegetation includes some shrubs such as salal (*Gaultheria shallon*) and dull Oregon-grape (*Berberis nervosa*) but moss cover dominates.

¹⁹ The site series reference is R.N. Green and K. Klinka, *Field Guide for Site Identification and Interpretation for the Vancouver Forest Region, Land Management Handbook Number 28*, Ministry of Forests, Province of British Columbia, 1994 <https://www.for.gov.bc.ca/hfd/pubs/docs/Lmh/Lmh28.pdf>; Ecological communities descriptions are from B.C. Conservation Data Centre Explorer <http://a100.gov.bc.ca/pub/eswp/search.do>; the structural stage is taken from the Resource Inventory Committee's *Standard for Terrestrial Ecosystems Mapping in British Columbia*, Province of British Columbia, 1998. https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/nr-laws-policy/risc/tem_man.pdf

Ecological Community Polygon Table

Polygon ID:	1
Ecological Community:	Douglas-fir / Dull Oregon grape ²⁰
Classification ²¹ :	CDFmm/01
Structural Stage:	5 – Young Forest
Status (BC List):	Red listed
Photopoint(s):	Vegetation Plot Centre PP10
Ecological Community Description:	Mixed age (30 – 75 years old) Douglas-fir / Dull Oregon-grape forest with scattered mature (80+ years old) trees including Douglas-fir, arbutus (<i>Arbutus menziesii</i>), and western redcedar (<i>Thuja plicata</i>). Bedrock outcrops on the sloped part make up approximately 5% of the polygon area and bare patches of loose surface rock an additional 35%. The understorey consists of patches of salal (<i>Gaultheria shallon</i>), Oregon-grape (<i>Berberis nervosa</i>) and Oregon beaked moss (<i>Eurhynchium oreganum</i>).
Disturbance Notes:	The polygon includes historical disturbance from logging c. 1950s indicated by old stumps, fire scars from slash burning and an old skid road that winds in and out of the polygon along the southern and eastern boundary. There are patches of invasive species including holly and bamboo, close to the boundary.
Anticipated Change/Succession:	Deer grazing may restrict recruitment of young trees and understorey species. Dominant vegetation is likely to continue to be Douglas-fir trees, except in rocky outcrop areas where moss will continue to dominate. Possible forest fire as there are dead standing and fallen trees.
Wildlife observations:	Pileated woodpecker (<i>Dryocopus pileatus</i>) cavities observed on the large Douglas-fir; Black tailed deer (<i>Odocoileus hemionus</i>) browse observed on shrubs; Bald eagle (<i>Haliaeetus leucocephalus</i>) feather found during survey; Black-capped chickadees (<i>Poecile atricapillus</i>), Red-breasted nuthatch (<i>Sitta canadensis</i>) and Pacific chorus frog (<i>Hyla regilla</i>) calling during survey; potential bat habitat in bark of old Douglas-fir tree suspected; banana slug (<i>Arioloimax columbiana</i>) observed.

²⁰ Green and Klinka, 1994. Note that in this field guide, this classification is called Douglas-fir / salal. <https://www.for.gov.bc.ca/hfd/pubs/docs/Lmh/Lmh28.pdf> . However in the Conservation Data Centre classification this ecosystem is called Douglas-fir / Dull Oregon-grape. <http://a100.gov.bc.ca/pub/eswp/search.do>

²¹ Classification to site series is taken from Green and Klinka, 1994

VEGETATION SPECIES	PERCENT COVER (%)						NOTES
	Main Canopy*	Secondary Canopy+	Shrub Layer**	Herb Layer++	Moss, Lichen Layer*+	Non-natives ^	
<i>Pseudotsuga menziesii</i> (Douglas-fir)	20						MC: 50-75 yrs, ht: 17m DBH: 63 cms
<i>Arbutus menziesii</i> (arbutus)	5						MC: 50-75 years, ht: 15m, DBH: 68.75 cms
<i>Thuja plicata</i> (western redcedar)	10	10					MC: 50-75 years, ht: 17m, DBH: 68.5 cms SC: 20 years; ht: 10 m; DBH: 4.75 cms
<i>Gaultheria shallon</i> (salal)			10				Deer browse on salal
<i>Berberis nervosa</i> (dull Oregon-grape)			5				
<i>Polystichum munitum</i> (western swordfern)				2			
<i>Lonicera hispidula</i> (hairy honeysuckle)				T			
<i>Lonicera ciliosa</i> (orange honeysuckle)				T			
<i>Campanula scouleri</i> (Scouler's harebell)				T			
<i>Trientalis latifolia</i> (Northern starflower)				T			
<i>Eurhynchium oreganum</i> (Oregon beaked moss)					40		
<i>Hylocomium splendans</i> (step moss)					3		
Cover by Layer (%)	35	10	15	3	43	0	Total Canopy Cover: 35%

*Co-dominant trees, main layer of tree cover. Make note of any dominant trees.

+ Trees greater than 10m that do not reach the main canopy.

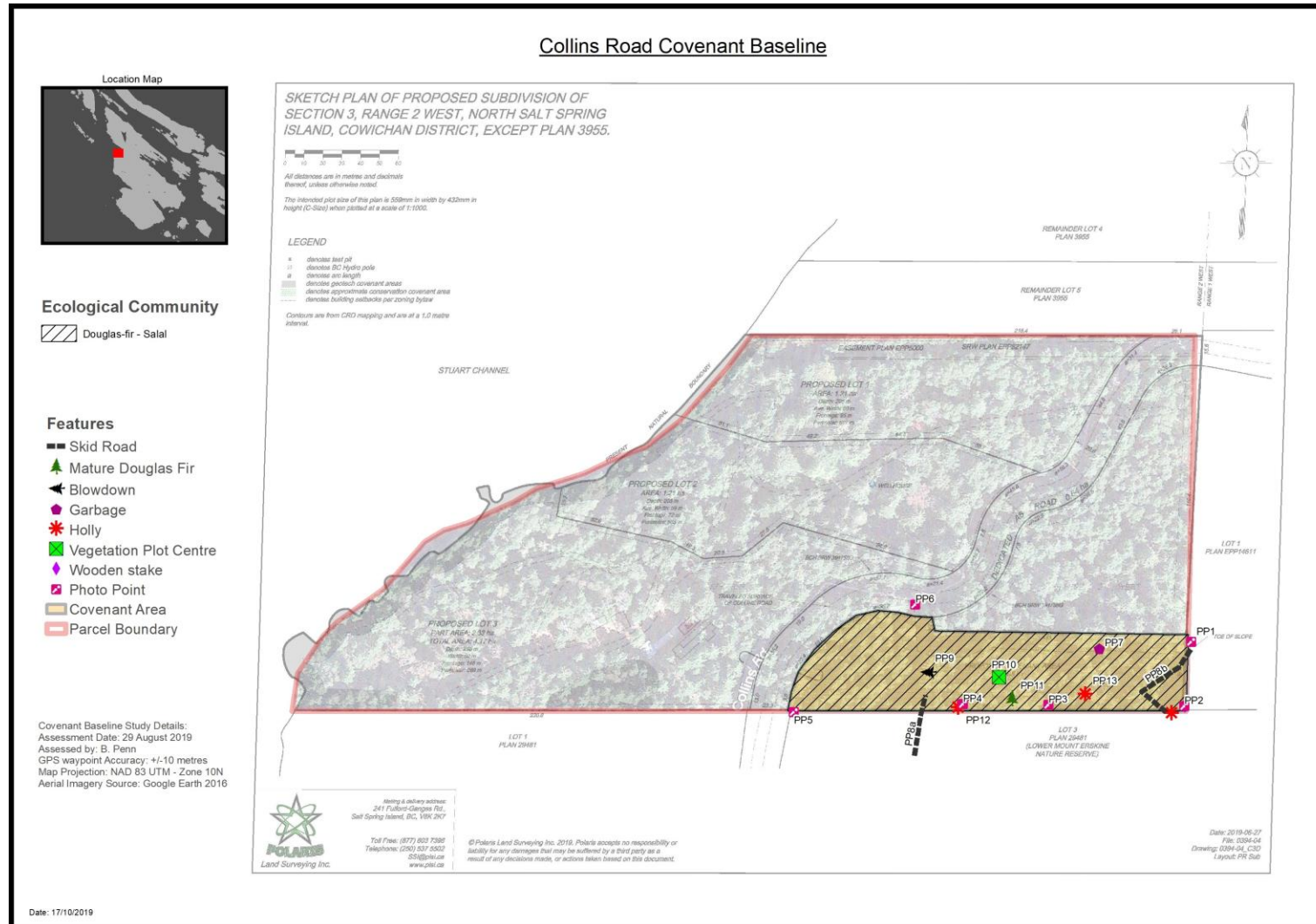
** All woody plants less than 10m tall.

++ All herbaceous species, regardless of height and some low woody plants less than 15cm tall.

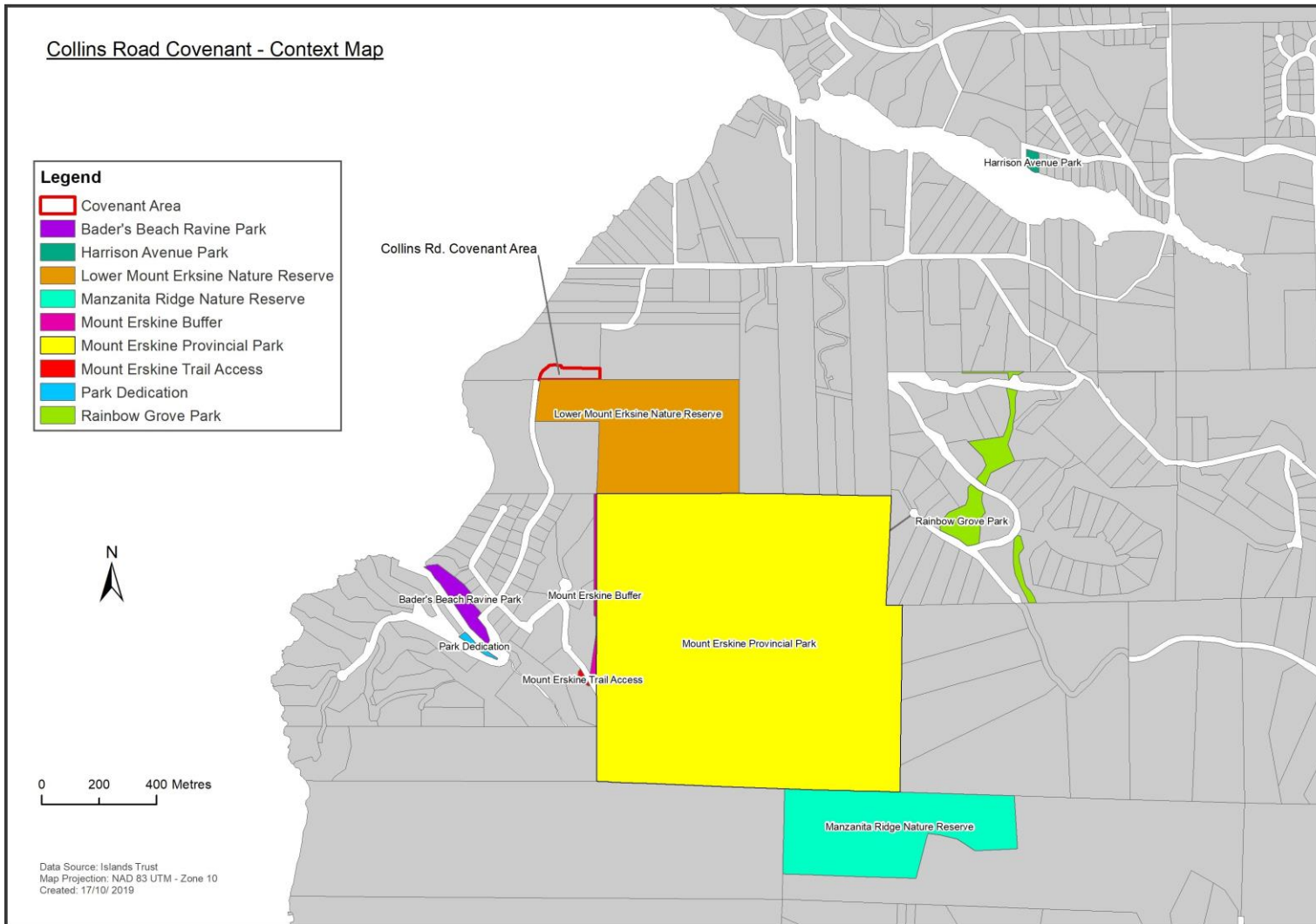
*+ All bryophytes, terrestrial lichens and liverworts.

T stands for Trace or less than

10. Map 1



Map 2



11. PHOTOS

PHOTO POINT	LOCATION (UTM Coordinates)	DIRECTION	PHOTO-GRAPHER	DATE YYYY-MM-DD	DESCRIPTION
Covenant Monitoring Photopoints (PP) and Anthropogenic Features as noted on Map 1					
PP1	459218 5411770	180° (photo 2920)	CM*	2019-08-29	Northeast covenant pin; skid road; looking south to southeast property pin; looking west along toe of slope with salal and swordfern
		270° (photo 2918)			
PP2	459212 5411723	0° (photo 2921)	CM	2019-08-29	Southeast property pin; wooden stake; looking north to derelict machinery on adjacent land; overgrown skidroad; holly patch close by; looking west along slope from covenant pin
		270° (photo 2922)			
PP3	459141 5411723	270° (photo 2926)	CM	2019-08-29	Southern boundary looking east over forest; looking west over forest slope
		90° (photo 2927)			
PP4	459097 5411725	270° (photo 2929)	CM	2019-08-29	Southern boundary looking east and west over forest; view to skid road; 2929 looks down on vegetation plot area
		90° (photo 2930)			
PP5	459006 5411720	60° (photo 2935)	CM	2019-08-29	Southwestern property pin; looking north showing Collins Road; looking northwest to rocky slope arbutus and fir
		0° (photo 2936)			
PP6	459070 5411777	180° (photo 2935)	CM	2019-08-29	North boundary at toe of slope survey pin meeting Collins Road; looking south up slope close to blowdown
		90° (photo 2936)			

Garbage PP7	458157 5411752	320° (photo 2939)	CM	2019-08-29	Abandoned tent camp
Skid road details PP8a PP8b	459073 5411719	west (photo2932)	CM	2019-08-29	Eroded logging skid road remnants
	459189 5411731	east (photo 2924)			
Natural Features as noted on Map 1					
Blow-down pp9	459076 5411742	150°	CM	2019-08-29	Significant blowdown of trees from 2018 -12-20 storm
Vegetation Plot Centre PP10	459123 5411724	170° (photo 2937)	CM	2019-08-29	Representative of Ecological Community 1. Douglas-fir / Dull Oregon-grape with patchy understory
		40° (photo 2938)			
Mature Douglas-fir PP11	459123 5411727	260° (photo 2928)	CM	2019-08-29	Large old Douglas-fir with pileated holes, fire scars and potential bat habitat
Invasive Holly Patch PP12	459094 5411723	200° (photo 2931)	CM	2019-08-29	Holly patches
Invasive Holly Patch PP13	459204 5411720	(photo 2923)			

* CM = Carrina Maslovat

12. Bibliography

BC Parks, *Mount Erskine Provincial Management Plan*, July 2012

http://www.env.gov.bc.ca/bcparks/planning/mgmtplns/mt_erskine/mt_erskine_mp_final.pdf?v=1571070397502

BC Parks, *Mount Erskine Provincial Park*, web notes, accessed October

2019 http://www.env.gov.bc.ca/bcparks/explore/parkpgs/mt_erskine/

B.C. Conservation Data Centre, BC Species and Ecosystems Explorer, B.C. Ministry of Environment Victoria, B.C., accessed October, 2019

<http://a100.gov.bc.ca/pub/eswp/search.do>

Capital Regional District, *Climate Projections for the Capital Region*, April 2017

https://www.crd.bc.ca/docs/default-source/climate-action-pdf/reports/2017-07-17_climateprojectionsfortheCapitalregion_final.pdf

Canadian Wildlife Service, *Sensitive Ecosystem Inventory of East Vancouver Island and Gulf Islands*, Map 092B 083, March 2004

Ferris, Chris, *Management Plan for Lower Mount Erskine Nature Reserve, Salt Spring Island*, Islands Trust Conservancy (revised plan from Ussery, Joel (1994)) 2005

<http://www.islandstrustconservancy.ca/media/10385/itfmgmtplanmterskine.pdf>

Green, R.N and K. Klinka, *A Field Guide for Site Identification and Interpretation for the Vancouver Forest Region*, Land Management Handbook Number 28, Ministry of Forests, Province of British Columbia, 1994

<https://www.for.gov.bc.ca/hfd/pubs/docs/Lmh/Lmh28.pdf>

Greenwood, Hugh G. and Mitchell Mihalynuk, *Salt Spring Island Geology*, BC Geological Survey, Open File 2009-11

Integrated Land Management Bureau, *Terrestrial Ecosystem Mapping of Coastal Douglas-fir Zone, 1:50,000, North Cowichan and Southern Gulf Islands*, Map 7 of 9, 2008

http://a100.gov.bc.ca/appsdata/acat/documents/r15273/CDF_TEM_Landscape_Map7_1224092780170_8e248a8d30d8726e2961482c4e7d83fee73aed211e86.pdf

Islands Trust Conservancy, *Lower Mount Erskine Nature Reserve*, web notes accessed October 2019

<http://www.islandstrustconservancy.ca/protected-places/places-protected-in-the-islands/all/salt-spring-island/lower-mount-erskine-nature-reserve/>

McPhee, Michael *et al.* *Sensitive Ecosystems Inventory Eastern Vancouver Island and Gulf Island 1993-1997*, Technical Report Series Number 345, Canadian Wildlife Service, British Columbia, 2000.

Meidinger, Del and Jim Pojar, *Ecosystems of British Columbia*, Research Branch, Ministry of Forests, February 1991. <https://www.for.gov.bc.ca/hfd/pubs/docs/srs/srs06.pdf>

Puget Sound Institute and University of Washington, *Climate Change in the Salish Sea Ecosystem*, 2015
<https://www.eopugetsound.org/science-review/section-2-driver-climate-change-salish-sea-ecosystem>

Resource Inventory Committee, *Standard for Terrestrial Ecosystems Mapping in British Columbia*, Province of British Columbia, 1998.
https://www2.gov.bc.ca/assets/gov/environment/natural-resource-stewardship/nr-laws-policy/risc/tem_man.pdf

Salt Spring Island Local Trust Committee, Bylaw No. 355, Salt Spring Island Land Use Bylaw, 1999 consolidated version, February 2017.
<http://www.islandstrust.bc.ca/media/343777/ss-bl-355-2017-consolidation-2017-02-15.pdf>

Salt Spring Conservancy, *Mount Erskine Nature Reserve and Manzanita Ridge Nature Reserve*, web notes accessed October, 2019
<https://saltspringconservancy.ca/protect/nature-reserves/mt-erskine/>
<https://saltspringconservancy.ca/protect/nature-reserves/manzanita-ridge/>

13. APPENDICES

All Plant Species Observed in Covenant Area August 29, 2019

Abies grandis
Achyls
triphylla
Adenocaulon
bicolor *Arbutus*
menziesii *Berberis*
nervosa *Bromus* sp.
Campanula *scouleri*
Corallorhiza sp.
Galium *aparine*
Gaultheria *shallon*

Holodiscus discolor
Hylocomium splendens
Linnaea boreal

Lonicera ciliosa
Lonicera hispidula
Monotropa uniflora
Mycelis muralis
Polypodium glycyrrhiza
Polystichum munitum
Pseudotsuga menziesii
Pteridium aquilinum
Rosa gymnocarpa
Rubus ursinus
Taxus brevifolia
Thuja plicata
Trientalis
latifolia Urtica
diocia

Invasives

Bamboo sp.
Ilex
aquifolium
Senecio jacobaea



REQUEST FOR DECISION

To: ITC Board

For the Meeting of: July 14, 2020

From: Staff

Date Prepared: July 6, 2020

SUBJECT: Transfer Agreement – Sandy Beach Nature Reserve, Keats Island

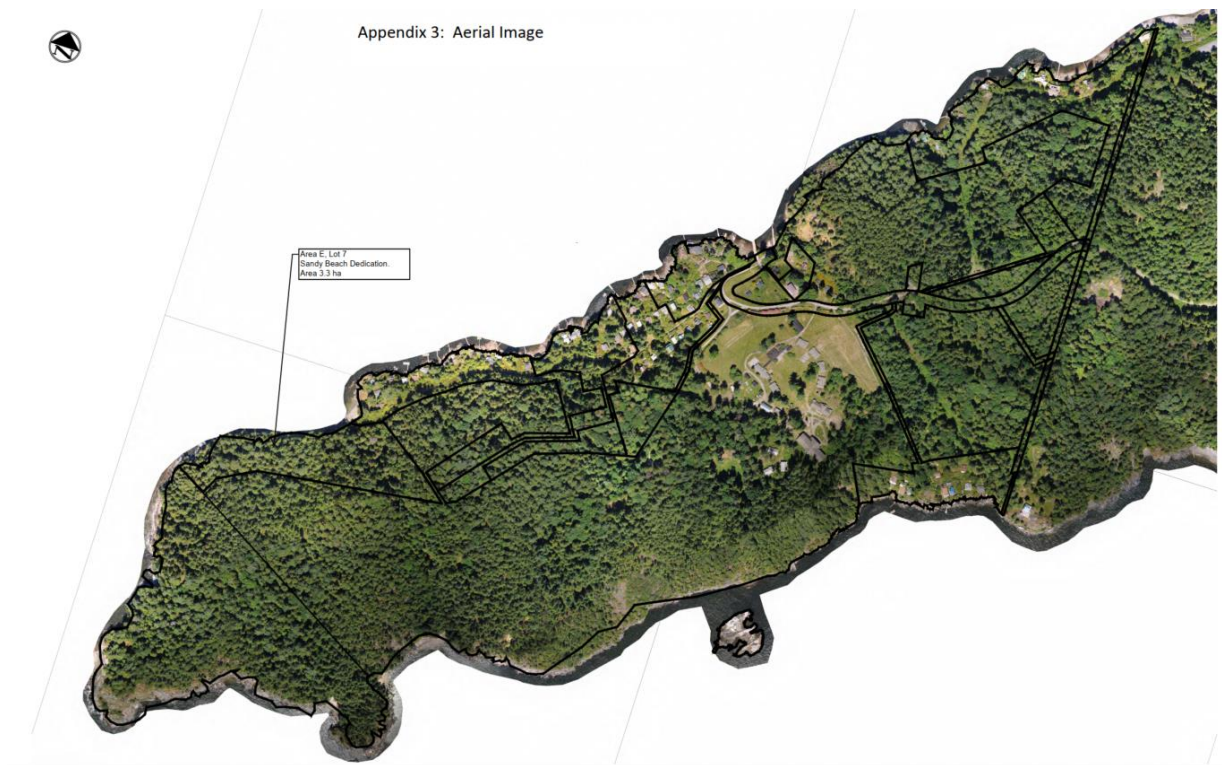
RECOMMENDATION: That the Islands Trust Conservancy Board direct the Chair to sign the Transfer Agreement, between the Convention of Baptist Churches of British Columbia and the Islands Trust Conservancy, dated July 14, 2020, for the land identified as Lot 1 on Subdivision Plan EPP89532, subject to receipt of \$6,200 by the Islands Trust Conservancy to cover the cost of addressing BC Hydro Rights of Way noted in Schedule “B” of the Transfer Agreement.

That the Islands Trust Conservancy Board direct staff to bring recommendations to the Board regarding the use of the \$12,000 contribution from the Convention of Baptist Churches.

1 PURPOSE: To approve the Transfer Agreement for the proposed Sandy Beach Nature Reserve on Keats Island.

2 BACKGROUND:

District Lot 696 is located on Keats Island and is the site of Keats Camp which is operated by the Convention of Baptist Churches of British Columbia (the Convention). The land use and subdivision on this parcel is governed by a land use contract (Gambier Island Trust Committee Bylaw No. 4, 1978). The Land Use Contract allows the owner to create lots for residences and seasonal cottages subject to certain conditions. One of these conditions is that parkland be dedicated by subdivision in the vicinity of Sandy Beach (known as Area E, noted in map below).



The Islands Trust Conservancy received the first conservation proposal for the Sandy Beach Nature Reserve in 2003. At its May 14, 2004 meeting, the Islands Trust Conservancy Board (at that time the Trust Fund Board) approved a proposal from the Convention of Baptist Churches of British Columbia:

Resolution # TFB 04/447

It was MOVED and SECONDED that the Trust Fund Board approve the Convention of Baptist Churches of British Columbia's proposal that the TFB acquire Sandy Beach (Lot 6) and the Statutory Right-of-Way located on DL 696 (northwest corner of Keats Island) subject to the proposed amendments to the Land Use Contract being adopted.

At its August 23, 2007 meeting, the Islands Trust Conservancy Board requested that the applicant comply with Islands Trust Conservancy Policy 05001: Assessing Covenant and Land Donation Proposals Connected with a Development Application, adopted in 2005 (now ITC Policy 2.2 Assessing Conservation Proposals).

A renewed conservation proposal was submitted in 2014 which proposed that the Convention proceed with the transfer and protection of Sandy Beach, "Area E", prior to the final desired rezoning and subdivision of the remaining lands. The Gambier Island Local Trust Committee confirmed that the land transfer will satisfy the requirements of the applications to rezone and subdivide.

The new conservation proposal was accompanied by an ecological inventory and an archaeologists report, as per the requirements of ITC Policy 2.2. The Board requested a \$10,000 contribution under section 19 of Policy 2.2. Staff have subsequently increased the endowment, with approval of the Convention, to \$12,000 in order to cover costs associated with revision to the baseline report for the conservation covenant and subsequent registration of the conservation covenant. The Convention offered to work with staff to reduce our annual costs wherever possible.

The transfer of the Sandy Beach Nature Reserve will complete a major step in the rezoning process for District Lot 696 on Keats Island. The Convention would like to complete this step by end of July if possible.

3 IMPLICATIONS OF RECOMMENDATION

ORGANIZATIONAL: Staff time will be required to:

- complete the land transfer.
- finalize the conservation covenant required under the Transfer Agreement
- develop a Management Plan and Management Plan for Areas of Cultural Heritage and Sacred Significance
- develop a news release and website updates

FINANCIAL: To date, the ITC has spent more than \$4,645 in legal fees on the Sandy Beach Nature Reserve transfer. Staff anticipate that all legal costs will total less than \$6,000. The Convention has agreed to a contribution of \$12,000. Up to \$2,000 is earmarked for changes to the baseline report and covenant registration costs. The remaining \$10,000 is a contribution required by the ITC Board due to the development-related nature of the application. The contribution will be held in the ITC chequing account and staff will make recommendations to the board regarding its use in a future meeting.

Following the transfer of the land, staff anticipate costs of between \$7,500 and \$10,000 to develop a Property Management Plan. Additional annual costs of \$250-\$700 (depending on ferry or water taxi use) for staff travel are anticipated as well as average annual costs of \$1,500-\$2,500 for property management needs. These costs do not include staff time. Staff also anticipate costs for First Nations engagement and estimate requiring an initial amount of approximately \$2,000. Property management costs will be added in to annual budget requests through development of a property management budget formula.

POLICY: The recommendation is consistent with policy.

IMPLEMENTATION/COMMUNICATIONS: Staff will proceed as directed. The Sandy Beach Nature Reserve will be the ITC's 30th Nature Reserve, created during its 30th Anniversary year. Staff will issue a news release, update the ITC website and will profile the new nature reserve in the summer edition of the Heron (ITC's Newsletter).

FIRST NATIONS: An archaeological impact assessment was conducted under permit 2008-0115 on April 14, 2008. The proposed Sandy Beach Nature Reserve is a location of cultural heritage for First Nations and protection from land-altering activity under the management of the Islands Trust Conservancy is the first step to the preservation and protection of this location. Management planning for the land will include engagement and involvement of First Nations, specifically the Squamish Nation. A conservation covenant is planned for the land and will follow the guiding principles of the United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP).

CLIMATE CHANGE: Conservation of the Sandy Beach Nature Reserve will contribute to the storage and sequestration of carbon. Impacts of climate change on the nature reserve are not entirely known, but may include increased susceptibility to fire and shifts in ecosystems. Sea level rise is anticipated to have some impact on the beach, but will likely have minimal impact to the nature reserve itself due to the hard shoreline.

OTHER: The Sunshine Coast Conservation Association and TLC Then Land Conservancy of British Columbia have agreed to be covenant holders for the nature reserve.

The land title includes several charges. Most of these charges will be removed from the Sandy Beach Nature Reserve at the time of the land transfer. The only outstanding charges are two BC Hydro Statutory Rights of Way for power lines and associated works in the proposed nature reserve. These charges are old (1960s) and very permissive and allow for the removal of vegetation and the creation of roads to access the lines. They are not compatible with land management in a nature reserve.

Staff have been in contact with BC Hydro and they are willing to modify the charges, but will be unlikely to meet the timeline desired by the Convention. ITC staff could continue to follow up on the modification of the BC Hydro charges following the transfer of the land or the ITC Board could elect to delay the transfer until the charges are modified. The cost of the modification of the charges will be a \$1,200 fee to BC Hydro and the cost of surveying the lines (approximately \$5,000). Staff have asked the Convention to cover these costs. The convention has responded and stated:

"The landowner does not have the budget to complete this work and don't feel it should be our responsibility given the generous amount set aside for the management plan."

"The risk of Hydro moving lines and disrupting the conservation site is mitigated by the fact that the tie in to the island at the Ocean is fixed. With no development or electricity requirements going in west of the nature reserve, there would likely be no alterations of the current Hydro installation other than for maintenance."

Staff recommend proceeding with negotiations with BC Hydro to revise the Statutory Rights of Way to mitigate future risks to the nature reserve.

- 4 **RELEVANT POLICY(S):**
 [2.2 Assessing Conservation Proposals](#)
 [2.3 Acquisition and Management of Land](#)
 [2.9 Management Plan Costs Policy](#)
- 5 **ATTACHMENT(S):** Sandy Beach Transfer Agreement

RESPONSE OPTIONS

Recommendations:

- 1) That the Islands Trust Conservancy Board direct the Chair to sign the Transfer Agreement, between the Convention of Baptist Churches of British Columbia and the Islands Trust Conservancy, dated July 14, 2020, for the land identified as Lot 1 on Subdivision Plan EPP89532, subject to receipt of \$6,200 by the Islands Trust Conservancy to cover the cost of addressing BC Hydro Rights of Way noted in Schedule "B" of the Transfer Agreement.
- 2) That the Islands Trust Conservancy Board direct staff to bring recommendations to the Board regarding the use of the \$12,000 contribution from the Convention of Baptist Churches.

Alternative:

- 1) That the Islands Trust Conservancy Board direct the Chair to sign the Transfer Agreement, between the Convention of Baptist Churches of British Columbia and the Islands Trust Conservancy, dated July 14, 2020, for the land identified as Lot 1 on Subdivision Plan EPP89532

- 2) That the Islands Trust Conservancy Board direct the Chair to sign the Transfer Agreement, between the Convention of Baptist Churches of British Columbia and the Islands Trust Conservancy, dated July 14, 2020, for the land identified as Lot 1 on Subdivision Plan EPP89532 as amended.
- 3) That the Islands Trust Conservancy Board request further information prior to approving the Transfer Agreement.

Prepared By: Kate Emmings, A/ Manager, Islands Trust Conservancy

Reviewed By/Date: Lisa Wilcox, Senior Intergovernmental Policy Advisor / July 7, 2020

TRANSFER AGREEMENT

THIS AGREEMENT dated for reference July ♦ , 2020 is

BETWEEN:

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

(the "Convention")

AND:

ISLANDS TRUST CONSERVANCY, 200 – 1627 Fort Street, Victoria, B.C. V8R 1H8

(the "ITC")

GIVEN THAT:

- A. The Convention owns the estate in fee simple to the lands legally described as PID 014-385-694 District Lot 696 Group 1 New Westminster District (the "Parent Parcel");
- B. The Convention wishes to transfer and convey to the ITC the estate in fee simple in that portion of the Parent Parcel shown outlined in bold and identified as 'Lot 1' on the Subdivision Plan EPP89532 ("Subdivision Plan") of Part of District Lot 696 Group 1 New Westminster District certified correct by Javier Siu, BCLS #934 (surveyor), dated the 11th day of November, 2019 (the "Property"), a reduced copy of which is attached as Schedule A; and
- C. The ITC wishes to accept such transfer and conveyance, on the terms and conditions of this Agreement;

This Agreement is evidence that in consideration of the promises exchanged below, and in consideration of the payment of \$1.00 by the ITC to the Convention (the receipt and sufficiency of which is hereby acknowledged by the parties), the parties agree that the Property shall be transferred and conveyed on the following terms and conditions:

- 1. **Transfer:** The Convention will convey the estate in fee simple in the Property to the ITC on July 31, 2020 (the "Closing Date"), or on such other date as mutually agreed to by the parties, on the terms and conditions of this Agreement.
- 2. **Title:** The Convention will convey the Property to the ITC on the Closing Date, free and clear of all liens, claims, charges and encumbrances except the encumbrances, if any, specified in Schedule "B" attached hereto as being permitted encumbrances (the "Permitted Encumbrances").
- 3. **Possession:** The Convention shall give vacant possession of the Property to the ITC at 12:00 noon on the Closing Date.

4. **Adjustments:** All adjustments as to matters normally adjusted between vendor and purchaser on the sale of real property in British Columbia shall be made between the parties with regard to the transfer of the Property by the Convention to the ITC as of the Closing Date and the party owing the net adjustment amount shall pay that amount to the other party on the Closing Date, except that the Convention will be responsible for the payment of all property taxes (including all municipal, regional and other governmental taxes, rates, levies and assessments with respect to the Property) for the entire calendar year in which the Closing Date occurs.
5. **Financial Contribution to the ITC:** At least 10 business days prior to the Closing Date, the Convention will pay the sum of \$12,000.00 to the ITC (the "Contribution"), to be held by the ITC's solicitors in trust, with the ITC and the Convention agreeing that:
 - (a) Upon completion of the transfer of the Property under this Agreement ("Completion"), the Contribution must be paid to the ITC, to be used in accordance with ITC policy which may include the costs of land management on lands held by the ITC; or
 - (b) If Completion does not take place, the Contribution must be repaid to the Convention.
6. **Completion:** On the Closing Date, the Convention will cause their solicitors to make application to register, inter alia, the Transfer and Subdivision Plan in the Vancouver Land Title Office, and to thereafter provide the ITC with confirmation of the application for registration, including pending registration numbers.
7. **Costs:** The Convention will at their cost prepare all necessary conveyancing documents, and will bear all costs of clearing title to the Property, including payment of any bonuses or penalties regarding liens, charges or encumbrances being cleared. The Convention will pay, as and when due and payable, all land title office registration fees associated with the transfer of the Property to the ITC. Each party will bear its own legal fees and disbursements with respect to this transaction.
8. **Clearing Title:** The Convention must clear title to the Property, subject only to the Permitted Encumbrances.
9. **GST:** ITC shall pay and remit directly to the Receiver-General of Canada any GST payable by the ITC under the *Excise Tax Act* (Canada) with respect to the transfer to the ITC of the Property.
10. **Covenant:** ITC will execute and deliver to the Convention for registration prior to the first anniversary of the Closing Date, a covenant pursuant to section 219 of the *Land Title Act* and a statutory right of way pursuant to section 218 of the *Land Title Act* in favour of the Sunshine Coast Conservation Association and TLC The Land Conservancy of British Columbia with respect to the use of the Property, in a form substantially the same as that attached as Schedule "C".
11. **Risk:** The Property shall remain at the risk of the Convention until application is made to register the Subdivision Plan and the Transfer in the Vancouver Land Title Office. After that time, the Property will be at the risk of the ITC.
12. **Environmental Definitions:** In this Agreement:

(a) "Contaminants" means

- i. as defined in the *Environmental Management Act*, any biomedical waste, contamination, contaminant, effluent, pollution, recyclable material, refuse, hazardous waste or waste; and
- ii. matter of any kind the storage, manufacture, disposal, emission, discharge, treatment, generation, use, transport, release, remediation, mitigation or removal of which is now or is at any time required, prohibited, controlled, regulated or licensed under any Environmental Laws.

(b) "Environmental Law" means any present enactment, statute, regulation, order, bylaw or permit, and any requirement, standard or guideline of any federal, provincial or local government authority or agency having jurisdiction, relating to the environment, environmental protection, pollution or public or occupational safety or health.

13. The Convention's Representations and Warranties: The Convention represents and warrants to, and covenants with, the ITC, that the following is true, and will be true on the Closing Date:

- (a) the Convention has the legal capacity, power and authority to enter into this Agreement and to carry out the transaction contemplated by this Agreement, all of which have been duly and validly authorized by all requisite proceedings and that this Agreement constitutes a legal, valid and binding obligation of the Convention in accordance with its terms;
- (b) the Convention is the registered and beneficial owner of the Property and has good and marketable legal and beneficial title to the Property;
- (c) the Convention holds title to the Property free and clear of all liens, charges and encumbrances except for the Permitted Encumbrances and the Removable Encumbrances;
- (d) there is no action, suit, claim, litigation or proceeding pending or, to the knowledge of the Convention, threatened against the Convention in respect of the Property or the use or occupancy of the Property before any court, arbitrator, arbitration panel or administrative tribunal or agency that could affect the right of the ITC to own the Property or the ability of the Convention to perform its obligations under this Agreement;
- (e) neither the execution of this Agreement nor its performance by the Convention will result in a breach by the Convention of any term or provision or constitute a default under any indenture, mortgage, deed of trust or any other agreement to which it is bound;
- (f) the Convention is a resident of Canada within the meaning of the *Income Tax Act* (Canada);
- (g) no lien or charge under the *Builders Lien Act* (British Columbia) exists or is claimed with respect to the Property or any part of the Property and there are no debts due or owing

for any work, labour, service or materials provided to or performed on the Property under which a lien or charge could arise under the *Builders Lien Act*;

- (h) on the Closing Date, the Convention will have no indebtedness to any person, business, company or governmental authority which by operation of law or otherwise then constitutes a lien, charge or encumbrance that could affect the right of the ITC to own the Property except for the Permitted Encumbrances;
- (i) to the best of the Convention's knowledge, the Property does not contain any Contaminants, there are no environmental orders made in respect of the Property and the Property complies with all Environmental Laws;
- (j) there are no tenants or other occupants of the Property; and
- (k) all municipal, regional and other governmental taxes, rates, levies and assessments with respect to the Property are paid in full.

The covenants, representations and warranties under this section shall survive Completion.

14. **Convention Indemnity:** The Convention will indemnify the ITC against, and save it harmless from, all losses, actions, demands, claims, expenses (including actual fees of professional advisors), damages and harm of any nature whatsoever sustained by the ITC directly or indirectly from or by reason of:

- (a) any breach, inaccuracy or incompleteness of any of the covenants, warranties, or representations of the Convention set out in this Agreement.

The Convention's obligations under this section shall survive Completion for a period of two (2) years.

15. **ITC's Representations and Warranties:** The ITC represents and warrants to the Convention that:

- (a) The ITC is a statutory corporation incorporated under the *Islands Trust Act*, RSBC 1996, c. 239.
- (b) The ITC has the power and capacity to enter into this Agreement and carry out its obligations under this Agreement, all of which have been authorized by the necessary corporate proceedings.

16. **Solicitors/Notary:** The solicitors/notary for the parties are as follows:

- (a) for the Convention:

Campbell Froh May & Rice LLP
 200 – 5611 Cooney Road
 Richmond, BC V6X 3J6
 Tel: 604-273-8481

Email: mstanderwick@cfmrlaw.com

Attention: Mark Standerwick; and

(b) For the Conservancy:

JarvisLegal Law Corporation

306 – 744 W. Hastings Street

Vancouver, BC V6C 1A5

Tel: 778-239-9979

Email: danielle@jarvislegal.ca

Attention: Danielle Jarvis

17. **Change of Solicitor:** If a party changes solicitors/notary at any time, that party must immediately give written notice to the other party of the change and the contact information for the new solicitors/notary.
18. **Address:** Delivery of all documents, plans and money to be delivered under this Agreement will be effected by hand, courier or email to the respective party's solicitor/notary at address above, such deliveries to be effective only on actual receipt.
19. **No Derogation:** Nothing contained or implied in this Agreement will impair or affect the ITC's rights and powers in the exercise of its functions pursuant to the *Local Government Act* or any other enactment, and all such powers and rights may be fully exercised in relation to the Property as if this Agreement had not been entered into. The Convention acknowledges that removal of certain of the encumbrances enumerated in Schedule B may require that the ITC Board or the Gambier Island Local Trust Committee adopt bylaws or pass resolutions and that the passage of said resolutions or adoption of said bylaws by the ITC or the Gambier Island Local Trust Committee are within its sole absolute discretion, which is not in any manner subject to the provisions hereof
20. **Entry:** The Convention agrees that the ITC, its employees, contractors and agents, have the license, exercisable on 48 hours' notice to the Convention by telephone or email, to enter on the Parent Parcel from time to time prior to the Closing Date, at the ITC's sole risk and expense, for the purpose of making reasonable inspections, surveys, tests and studies of the Property. ITC will indemnify the Convention against, and save it harmless from, all losses, actions, demands, claims, expenses (including actual fees of professional advisors), damages and harm of any nature whatsoever sustained by the Convention directly or indirectly from or by reason of the entry by the ITC upon the Parent Parcel and any activities by it thereon.
21. **Time of the Essence:** Time is of the essence of this Agreement.
22. **Waiver:** Waiver of any default by either party shall not be deemed to be a waiver of any subsequent default by that party.
23. **Further Acts:** Each of the parties must at all times execute and deliver at the request of the other all such further documents, deeds and instruments, and do and perform such acts as may be reasonably necessary to give full effect to the intent and meaning of this Agreement.

24. **No Other Agreement:** There are no representations, warranties, guarantees, promises or agreements other those contained herein, all of which survive the completion of the conveyance of the Property contemplated by this Agreement and shall not merge with any deeds or agreements delivered in connection with completion and do not merge with the Form A Transfer or its registration.
25. **Modification:** This Agreement may not be changed except by an instrument in writing signed by the parties or by their successors or assigns, but the parties agree that the Closing Date may be changed by their agreement through their respective solicitors upon instructions to their solicitors as evidenced promptly thereafter in writing by their solicitors.
26. **References:** In this Agreement, a reference to a party is a reference to a party to this Agreement, and any reference to a party includes that party's heirs, executors, administrators, successors and assigns, and any reference to the singular or masculine shall include the plural or feminine where the contexts or the parties so require.
27. **Schedules:** The Schedules attached to this Agreement form an integral part of the Agreement.
28. **Severance:** If any part of this Agreement is for any reason held to be invalid by a decision of a court with the jurisdiction to do so, the invalid portion is to be severed and the rest of this agreement shall remain valid and in effect.
29. **Currency:** Any reference to money in this Agreement is to lawful money of Canada.
30. **Governing Law:** This Agreement shall be governed by and construed and enforced in accordance with the laws of British Columbia.
31. **Counterparts:** This Agreement may be executed in counterpart, each of which shall be deemed an original, and such counterparts together will constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means, including by facsimile transmission or by electronic delivery in portable document format (".pdf"), will be equally effective as delivery of a manually original executed counterpart hereof.
32. **Benefit:** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, as the case may be.

AS EVIDENCE of their agreement to be bound by the above terms and conditions, the parties have executed this Agreement below.

**THE CONVENTION OF BAPTIST CHURCHES OF
BRITISH COLUMBIA** by its authorized signatories:

Name:

Name:

Date: _____

ISLANDS TRUST CONSERVANCY by its
authorized signatory:

Name:

Date: _____



SCHEDULE "B"**ENCUMBRANCES**

Subject to only the following Permitted Encumbrances:

1. Subsisting conditions, provisos, restrictions, exceptions and reservations, including royalties, contained in the original grant and contained in any other grant or disposition from the Crown.
2. Right of Way 325036M in favour of British Columbia Hydro and Power Authority
3. Right of Way 326792M in favour of British Columbia Hydro and Power Authority

A Statutory Right of Way/ Section 219 covenant under the *Land Title Act* over the Property, to be granted by ITC to the Sunshine Coast Conservation Association and TLC The Land Conservancy of British Columbia with respect to the use of the Property

The following encumbrances (the "Removable Encumbrances") are registered against the Property, but are to be discharged by the Convention on or before the Closing Date.

1. Mortgage CA1562112 in favour of CBWC Foundation
2. Assignment of Rents CA6020850 in favor of CBWC Foundation
3. Mortgage CA6020851 in favor of CBWC Foundation
4. Lease CA6530464 in favour of BC Hydro
5. Land Use Contract G314 in favour of Gambier Island Trust Committee
6. Statutory Right of Way BT117586 in favour of Sunshine Coast Regional District

SCHEDULE "C"

DRAFT STATUTORY RIGHT OF WAY AND S. 219 COVENANT

TERMS OF INSTRUMENT – PART 2

**Section 219 Conservation Covenant and
Section 218 Statutory Right of Way**

This Agreement dated for reference ♦ is

AMONG:

ISLANDS TRUST CONSERVANCY, a corporation under the *Islands Trust Act* (British Columbia) with its office at 200-1627 Fort Street, Victoria, B.C. V8R 1H8

("Owner")

AND:

SUNSHINE COAST CONSERVATION ASSOCIATION, a society registered in British Columbia (Registration No. S-0037722) with a mailing address at P.O Box 1969, Sechelt, B.C. V0N 3A0

("SCCA")

AND:

TLC THE LAND CONSERVANCY OF BRITISH COLUMBIA, a society registered in British Columbia (Registration No. S-0036826) with a mailing address at PO Box 50054 RPO Fairfield Plaza Victoria, B.C. V8S 5L8

("TLC")

(collectively, the "parties")

WHEREAS:

- A. The Owner is the registered owner in fee simple of the Land;
- B. The Land contains significant natural area values and amenities including flora, fauna and natural features of great importance to the Owner, the Covenant Holders and the public;
- C. The Owner wishes and has agreed to grant to the Covenant Holders a covenant pursuant to section 219 of the *Land Title Act*, to restrict the use and subdivision of the Land, and a statutory right of way pursuant to section 218 of the *Land Title Act*;
- D. A statutory right of way in favour of each Covenant Holder is necessary for the operation and maintenance of the undertakings of each Covenant Holder;

- E. SCCA has been designated by the minister under section 219(3)(c) of the *Land Title Act* as a person authorized to accept covenants and under section 218(1)(d) of the *Land Title Act* as a person authorized to accept statutory rights of way; and
- F. TLC has been designated by the minister under section 219(3)(c) of the *Land Title Act* as a person authorized to accept covenants and under section 218(1)(d) of the *Land Title Act* as a person authorized to accept statutory rights of way.

In consideration of the payment of \$2.00 now paid by each of the Covenant Holders to the Owner, the receipt and sufficiency of which is acknowledged by the Owner, and in consideration of the promises exchanged below, the parties covenant and agree as follows, in accordance with sections 218 and 219 of the *Land Title Act*:

1. INTERPRETATION

- 1.1 In this Agreement, in addition to the words defined above:
 - (a) “Amenities” includes those natural, scientific, environmental, wildlife, plant and cultural values relating to the Land as identified in the Report;
 - (b) “Business Day” means any day other than Saturday, Sunday or British Columbia statutory holidays;
 - (c) “Certificate” means a certificate issued by the Covenant Holders under section 13.1;
 - (d) “Covenant Holders” means, unless the context otherwise requires, the Sunshine Coast Conservation Association and the TLC The Land Conservancy of British Columbia, together, and “Covenant Holder” means either of them, as the context may require;
 - (e) “Land” means the parcel of Land legally described as Parcel Identifier ◆ , Lot 1 District Lot 696 Group 1 New Westminster District Plan EPP89532;
 - (f) “Management Plan” means the management plan for the Land, prepared in accordance with the Islands Trust Conservancy Plan and approved by the Owner and the Covenant Holders, and includes revisions to that Plan made;
 - (g) “Notice of Breach” means a notice of breach given under section 11.1; and
 - (h) “Report” means the baseline documentation report that describes the Land and the Amenities in the form of text, maps, and other records of the Land for the purpose of this Agreement, a copy of which is on file with each of the parties at the addresses set out in Article 14, and a condensed version of which is attached as Schedule A.

- 1.2 Where this Agreement provides that something is in the “sole discretion” of a party, that thing is within the sole, absolute and unfettered discretion of that party.
- 1.3 This Agreement must be interpreted in accordance with the laws of British Columbia and the laws of Canada applicable in British Columbia, and the parties agree that the courts of British Columbia have exclusive jurisdiction over any proceeding concerning this Agreement and to attorn to the jurisdiction of such courts.
- 1.4 This Agreement is comprised of the recitation of the parties, the recitals to this Agreement, the Schedule to this Agreement, Part 1 of the *Land Title Act* Form C to which this Agreement is attached, and these Terms of Instrument.
- 1.5 In this Agreement:
 - (a) reference to the singular includes a reference to the plural, and vice versa, unless the context otherwise requires;
 - (b) where a word or expression is defined in this Agreement, other grammatical forms of the same word or expression have corresponding meanings;
 - (c) reference to a particular numbered Article or section, or to a particular lettered Schedule, is a reference to the correspondingly numbered or lettered Article, section or Schedule of this Agreement, except where otherwise provided;
 - (d) Article headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
 - (e) the word “enactment” has the meaning given to it in the *Interpretation Act* on the reference date of this Agreement;
 - (f) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided;
 - (g) reference to an enactment is to an enactment of the province of British Columbia except where otherwise provided;
 - (h) reference to a “party” or the “parties” is a reference to a party or the parties to this Agreement and their respective successors, assigns, trustees, administrators and receivers; and
 - (i) reference to a “day”, “month” or “year” is a reference to a calendar day, calendar month or calendar year, as the case may be, unless otherwise expressly provided.

2. REPRESENTATIONS AND WARRANTIES

- 2.1 The Owner represents and warrants to the Covenant Holders that the facts set out in Recitals A and C are true as of the date of this Agreement.
- 2.2 SCCA represents and warrants to the Owner that the facts set out in Recitals D and E are true as of the date of this Agreement.
- 2.3 TLC represents and warrants to the Owner that the facts set out in Recitals D and F are true as of the date of this Agreement.
- 2.4 Each party represents and warrants to each other party that the facts set out in Recital B are true as of the date of this Agreement.

3. INTENT OF AGREEMENT

- 3.1 The parties agree that the intent of this Agreement is:
 - (a) to protect, preserve, conserve, maintain, enhance and, if applicable from time to time restore, the natural state of the Land and the Amenities as described in the Report, and
 - (b) to prevent any occupation or use of the Land that will impair or interfere with the natural state of the Land and the Amenities as described in the Report,

and the parties agree that this Agreement is to be interpreted, performed and applied in that context.
- 3.2 This Agreement shall be perpetual to reflect the public interest in the protection, preservation, conservation, maintenance and enhancement of the Land and the Amenities.

4. RESTRICTIONS ON USE AND SUBDIVISION OF THE LAND

- 4.1 Except as expressly permitted in this Agreement, the Owner must not do anything, omit to do anything, allow anything to be done or allow the omission of anything, that does or could reasonably be expected to destroy, impair, diminish, negatively affect or alter the Land or the Amenities from the condition described in the Report.
- 4.2 Without restricting the generality of section 4.1, the Owner must not, except in accordance with the Management Plan, or with the prior written approval of both Covenant Holders, in the sole discretion of each of them:
 - (a) use or permit the use of the Land 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 Land;

- (ii) causes the erosion of the Land to occur;
- (iii) causes or facilitates the loss of soil on the Land;
- (iv) alters or interferes with the hydrology of the Land, including by the diversion of natural drainage or flow of water in, on or through the Land;
- (v) causes or allows fill, rubbish, ashes, garbage, waste or other material foreign to the Land to be deposited in, on or under the Land;
- (vi) causes or allows any component of the Land, including soil, gravel or rock, to be disturbed, explored for, moved, removed from or deposited in or on the Land;
- (vii) causes or allows pesticides, including but not limited to herbicides, insecticides or fungicides, to be applied to or introduced onto the Land; or
- (viii) causes or allows any indigenous flora on the Land to be cut down, removed, defoliated or in any way tampered with;
- (b) use or permit the use of the Land for hunting, fishing, gathering, or the grazing of domestic animals;
- (c) construct, build, affix or place on the Land any buildings, structures, fixtures or improvements of any kind;
- (d) lay out or construct any new roads on the Land;
- (e) use or permit the use of motorized or non-motorized vehicles on the Land other than emergency vehicle use;
- (f) subdivide the Land by any means;
- (g) permit any fires or overnight camping in or on the Land; and
- (h) lease or license the Land or any part thereof unless the lease or license is expressly made subject to the provisions of this Agreement and expressly entitles the Owner to terminate the lease or license if the tenant or licensee breaches any of the provisions of this Agreement.

4.3 As an exception to section 4.1, the Owner may, in accordance with the Management Plan:

- (a) install, maintain or replace a reasonable number of signs for the purposes of public safety or informing the public about the Land and the Amenities; and

- (b) maintain, replace or restore the trails existing within the Land at the time of registration of this Agreement (the location of which are identified in the Report), so long as the location of each trail remains the same and the size is the same or smaller; and
- (c) allow for traditional uses of the Land by Aboriginal Peoples who include the Land as their traditional territory, which traditional uses may include, among other things, collection of plants.

5. MANAGEMENT PLAN

- 5.1 The management of the Land shall be governed by the Management Plan. The Management Plan shall include provisions to address management of any public use of the Land and the protection of the Amenities.
- 5.2 The Owner must create an initial Management Plan, and must review and revise the Management Plan at least every 10 years. The Owner must submit the initial Management Plan, and any proposed revisions to the Management Plan, to each Covenant Holder for approval. Each Covenant Holder must, within 60 business days of receipt of each proposed Management Plan, notify the Owner in writing whether or not that Covenant Holder, acting reasonably, approves the proposed Management Plan.
- 5.3 If a Covenant Holder does not approve the proposed Management Plan, the Covenant Holder will, in its notification to the Owner, provide written reasons for not approving the Management Plan and a description of changes to the Management Plan that are necessary for the Covenant Holder to approve the Management Plan.
- 5.4 The Owner must, within 25 Business Days of receipt of a Covenant Holder's requested changes to the Management Plan, notify the Covenant Holders in writing whether or not it accepts the requested changes. If the Owner does not accept the requested changes, the Owner and the Covenant Holders must, within 30 Business Days of receipt of the notice, meet and attempt to resolve the outstanding issues, acting reasonably and in good faith.
- 5.5 If the parties are unable to resolve all outstanding issues under section 5.4, the parties may agree to mediate the outstanding issues. If the parties agree to participate in mediation, they will appoint a mediator acceptable to all parties within 20 Business Days. If the parties are not able to agree on a mediator within 20 Business Days, the parties will use a mediator recommended by the Mediate BC Society or its successor.
- 5.6 The parties must share equally the cost of the mediator and the mediation facilities, and act reasonably and in good faith and cooperate with the mediator and with each other in an attempt to resolve the matter within 30 Business Days after the mediator is appointed.
- 5.7 The role of the mediator will be to assist the parties to find language for the Management Plan that is acceptable to all parties.

- 5.8 If the Parties are unable to resolve all outstanding issues with the assistance of the mediator or otherwise, the Owner may notify the Covenant Holders that it elects to withdraw the Management Plan submission.
- 5.9 In the event that the parties are unable to agree on a Management Plan, the management of the Land shall be governed by the most recently approved Management Plan or, if no Management Plan was ever approved, in a manner consistent with this Agreement.

6. BASELINE DOCUMENTATION REPORT

- 6.1 The parties each agree that the Land and the Amenities are described in the Report and that the Report provides an accurate description of the Land and its Amenities as of the date of this Agreement.
- 6.2 The parties agree that the Report is intended to serve as an objective information baseline for monitoring compliance with the terms of this Agreement.
- 6.3 The Covenant Holders will provide a copy of the full Report to the Owner upon request from the Owner from time to time.
- 6.4 The parties each acknowledge that the flora and fauna on the Land will evolve through natural succession over time and, unless otherwise expressly stated, references to the Report are intended to take into account the natural succession of the flora and fauna over time, without human intervention other than as expressly permitted by this Agreement.

7. DISPUTE RESOLUTION

- 7.1 If a breach of this Agreement occurs or is threatened, or if there is disagreement as to the meaning of this Agreement, either Covenant Holder or the Owner may give notice to the other parties requiring a meeting of all parties within 10 Business Days of receipt of the notice.
- 7.2 Upon receipt of a notice under section 7.1, all parties must immediately cease any activity giving rise to a breach or threatened breach of this Agreement, and any activity giving rise to a disagreement as to the meaning of this Agreement.
- 7.3 The parties must attempt to resolve the matter, acting reasonably and in good faith, within 20 Business Days of receipt of the notice under section 7.1.
- 7.4 If the parties are not able to resolve the matter within the time set out in section 7.3, the parties may agree to mediate the matter. If the parties agree to participate in mediation, they will appoint a mediator acceptable to all parties within 20 Business Days. If the parties are not able to agree on a mediator within 20 Business Days, the parties will use a mediator recommended by the Mediate BC Society or its successor.

- 7.5 The parties must share equally the cost of the mediator and the mediation facilities, and act reasonably and in good faith and cooperate with the mediator and with each other in an attempt to resolve the matter within 30 days after the mediator is appointed.
- 7.6 This Article does not affect the right of a Covenant Holder to pursue any other legal or equitable remedy in relation to a breach or a threatened breach of this Agreement, including without limitation under Article 11, and a Covenant Holder may pursue other remedies concurrently with any dispute resolution under this Article.

8. OWNER'S RESERVED RIGHTS

- 8.1 Subject to Article 4, the Owner reserves all of its rights as owner of the Land, including the right to use, occupy and maintain the Land in any way that is not expressly restricted or prohibited by this Agreement, so long as the use, occupation or maintenance is consistent with the intent of this Agreement.
- 8.2 Without limiting the generality of section 8.1 the following rights are, subject to Article 4, expressly reserved to the Owner:
 - (a) to maintain, replace or restore the trails existing on the Land at the time of registration of this Agreement and identified in the Report, so long as the location of the trail remains the same and the size is the same or smaller;
 - (b) place survey pins or other markers on the Land;
 - (c) increase the visibility of existing survey pins by clearing understory vegetation within 0.5m of the pin or marking; and
 - (d) to install, maintain or replace a reasonable number of signs for the purposes of public safety or informing the public about the Land and the Amenities, so long as each sign is not larger than 1 metre by 1 metre in size.
- 8.3 Subject to section 8.4, nothing in this Agreement restricts or affects the right of the Owner to do anything reasonably necessary to:
 - (a) prevent potential injury or death to any individual; or
 - (b) prevent, abate or mitigate any damage or loss to any real or personal property.
- 8.4 If the Owner intends to do, or permit to be done, anything described in section 8.3, the Owner must give at least 30 days' prior written notice to each Covenant Holder, describing in reasonable detail the intended action, the reason for it and its likely effect on the Land and the Amenities. Where the Owner gives notice under this section, the Owner must permit each Covenant Holder to enter upon the Land and inspect the Land. The Covenant Holders may within that 30 day period comment on the proposed action and the Owner must take those comments into consideration before taking or permitting the proposed action to be taken under section 8.3.

- 8.5 Notwithstanding section 8.4, in the case of an emergency situation where the Owner must take immediate action under section 8.3, the Owner may take such necessary action without first notifying the Covenant Holders. As soon as possible after the action is taken, the Owner must notify each Covenant Holder of the circumstances of the action taken, including the actual or likely effect of the action on the Land and the Amenities. Where such emergency action is taken, the Owner must permit each Covenant Holder to enter upon the Land and inspect the Land.

9. OWNER'S OBLIGATIONS

9.1 The Owner

- (a) retains all responsibilities and bears all costs and liabilities related to the ownership, use, occupation and maintenance of the Land; and
- (b) acknowledges and agrees that the Covenant Holders shall not be liable for any such costs and liabilities except where specifically provided in the Agreement.

9.2 The Owner is liable for any and all breaches of this Agreement, but the Owner is not liable for:

- (a) breaches of this Agreement which occurred prior to the Owner becoming the registered owner of any interest in the Land, provided the Owner has received a Certificate jointly issued by the Covenant Holders immediately before or at the time of the transfer of the Land or of any interest in the Land, certifying that there were no violations of this Agreement as of the date of issuance of the Certificate;
- (b) injury or alteration to the Land and the Amenities resulting from natural causes, or causes beyond the Owner's reasonable control, including accidental fire, flood, storm, vandalism, trespass and earth movement, but excluding injury or alteration resulting from actions of the Owner or any other person with the actual or constructive knowledge of the Owner;
- (c) any prudent action taken by the Owner under emergency conditions to prevent, abate, or mitigate significant injury to the Land (including improvements) or the Amenities, resulting from natural causes, including accidental fire, flood, storm and earth movement; or
- (d) injury or alteration to the Land caused by the Covenant Holders exercising their rights under this Agreement.

9.3 Where, as provided in paragraph 9.2(b), the Owner is not responsible for injury or alteration to the Land due to trespass or vandalism, the Owner will take all reasonable steps to identify the person responsible and seek financial restitution for the injury or alteration to the Land either by agreement or through a prosecution.

- 9.4 Where the Owner receives financial compensation for injury or alteration to the Land under section 9.3, the Owner agrees, after consulting with the Covenant Holders, to apply such moneys (net of all costs incurred by the Owner in seeking the compensation) to the restoration of the Land, or where the Owner determines that restoration is not practicable, towards the general management and conservation of the Land.

10. STATUTORY RIGHT OF WAY

- 10.1 The Owner grants to each Covenant Holder a licence, and a statutory right of way pursuant to section 218 of the *Land Title Act*, permitting each Covenant Holder to do the following:
- (a) enter upon the Land to access and inspect the Land at all reasonable times upon prior notice by a Covenant Holder to the Owner of at least 24 hours, unless, in the opinion of a Covenant Holder, there is an emergency or other circumstance which makes giving such notice impractical;
 - (b) as part of inspection of the Land under subsection (a), take soil, water or other samples, photographs, and video and sound recordings as may be necessary to monitor compliance with and enforce the terms of this Agreement;
 - (c) enter upon and protect, preserve, conserve, maintain, enhance, rehabilitate or restore, in the Covenant Holder's sole discretion and at the Covenant Holder's expense, the Land or the Amenities to as near the condition described in the Report as the Covenant Holder considers is practicable or desirable, if an act of nature or of any person other than as described in subsection (d) destroys, impairs, diminishes or negatively affects or alters the Land or the Amenities from the condition described in the Report;
 - (d) in accordance with Article 11, enter upon and protect, preserve, conserve, maintain, enhance, rehabilitate or restore, in the Covenant Holder's sole discretion and at the Owner's expense, the Land or the Amenities to as near the condition described in the Report as in the Covenant Holder's sole discretion is practicable or desirable, if an action of the Owner or any other person acting with the actual or constructive knowledge of the Owner contravenes any term of this Agreement;
 - (e) carry out or evaluate any program agreed upon by the parties for the protection, preservation, conservation, maintenance, restoration or enhancement of all or any portion of the Land or the Amenities;
 - (f) place survey pegs or other markings on the Land to clearly identify the Land or access to the Land, or to increase the visibility of existing survey pegs or other markings; and

- (g) erect a plaque or other sign on the Land, in a tasteful manner and at the expense of the Covenant Holder, indicating that the Covenant Holder (or the Covenant Holders) holds a covenant on the Land, provided that the size, style and location of the plaque or sign must be approved by the Owner prior to its placement, such approval not to be unreasonably withheld.

- 10.2 The Covenant Holders may bring workers, contractors and employees, and vehicles, equipment and other personal property, onto the Land when exercising their rights under this Article.

11. ENFORCEMENT REMEDIES OF THE COVENANT HOLDERS

- 11.1 If either Covenant Holder, in its sole discretion, believes that the Owner has failed to perform any of its obligations under this Agreement, or is otherwise in breach of any term of this Agreement, that Covenant Holder may give a Notice of Breach to the Owner and the other Covenant Holder setting out particulars of the breach, including the Covenant Holder's estimated maximum costs of remedying the breach.
- 11.2 On receipt of a Notice of Breach, the Owner must
 - (a) immediately cease all activities giving rise to the breach; and
 - (b) within 60 days remedy the breach or make arrangements satisfactory to the Covenant Holder to remedy the breach, including with respect to the time within which the breach must be remedied.
- 11.3 For clarity, the requirement in subsection 11.2(b) to remedy a breach requires the Owner to undertake such rehabilitation or restoration necessary to remedy any damage done to the Land contrary to this Agreement, at the Owner's sole expense.
- 11.4 If the Owner does not comply with the requirements of section 11.2 within the time required or agreed upon, either Covenant Holder may enter upon the Land and take any required actions to cease any activities giving rise to the breach, and to remedy the breach or carry out the arrangements referred to in section 11.2. The Owner must reimburse that Covenant Holder for any expenses incurred in taking any action under this section, up to the estimated maximum costs of remedying the breach as set out in the Notice of Breach.
- 11.5 Expenses incurred by the Covenant Holder under this Article, until paid, are a debt owed by the Owner to the Covenant Holder payable within 30 days of demand by a Covenant Holder.
- 11.6 By this section, each Covenant Holder appoints the other its agent for the purpose of recovering any debt owed by the Owner to the Covenant Holder who incurred expenses under this Article, including through legal proceedings, and the Covenant Holder who recovers the debt holds it, less reasonable legal fees and disbursements and other

reasonable expenses of recovery, as agent for the Covenant Holder that incurred the expenses.

12. ASSIGNMENT OF AGREEMENT OR DISSOLUTION OF THE COVENANT HOLDERS

- 12.1 This Agreement is assignable by a Covenant Holder, but a Covenant Holder may only assign its rights and obligations under this Agreement to a person or entity authorized to hold statutory rights of way under section 218 of the *Land Title Act* and covenants under section 219 of the *Land Title Act*.
- 12.2 Each Covenant Holder agrees that before it assigns this Agreement under this Article, it must notify the Owner and the other Covenant Holder with respect to the proposed assignee.
- 12.3 In the event of a pending winding-up or dissolution of a Covenant Holder, that Covenant Holder must use its best efforts to assign and transfer all of its interest under this Agreement to a person or entity authorized to accept statutory rights of way under section 218 of the *Land Title Act* and covenants under section 219 of the *Land Title Act*. If no such person or entity is found, the Covenant Holder shall assign its rights to the other Covenant Holder or, if the other Covenant Holder refuses the assignment, to Her Majesty the Queen in Right of British Columbia.

13. NOTICE OF CHANGE IN OWNERSHIP BY OWNER

- 13.1 The Owner must notify the Covenant Holders of any change of ownership prior to the registration of any such change in the land title office.
- 13.2 The Owner may request that the Covenant Holders visit the Land and jointly issue a Certificate indicating whether or not there are any violations of this Agreement as of the date of the Certificate.
- 13.3 Failure by the Owner to comply with section 13.1 does not affect the enforceability of this Agreement against the Owner or its successors in title to the Land.

14. NOTICE

- 14.1 Any notice or other communication (collectively a “notice”) required or permitted under this Agreement must be in writing and must be:
 - (a) delivered in person;
 - (b) delivered by courier;
 - (c) sent by facsimile to the parties at their respective facsimile numbers set out in section 14.4;

- (d) sent by electronic means to the parties at their respective addresses for electronic communications, if the parties have provided such an address; or
 - (e) sent by pre-paid registered mail addressed to the parties at their respective addresses set out in section 14.4.
- 14.2 A notice given by facsimile or electronic means under subsection 14.1(c) or (d), respectively, must be followed by a copy sent by ordinary mail, except that a notice given under subsection 10.1(a) may be given by electronic means without the requirement to send a copy by ordinary mail.
- 14.3 Unless otherwise provided, a notice
- (a) delivered in person or courier is deemed received on delivery;
 - (b) sent by facsimile or electronic means:
 - (i) if the notice is transmitted before 3:00 pm on a Business Day, the document is deemed to be received on the day of transmission;
 - (ii) if the notice is transmitted after 3:00 pm on a Business Day or is transmitted on a day that is not a Business Day, the notice is deemed to be received on the next day that is a Business Day; and
 - (c) sent by pre-paid registered mail is deemed received on the fourth Business Day following the day on which the notice was sent.
- 14.4 The addresses of the parties for notices under this Article are as follows:
- (a) The Owner:
 - Islands Trust Conservancy
 - 200-1627 Fort Street
 - Victoria, BC V8R 1H8
 - Fax: 250-405-5155
 - Email: itcmail@islandstrust.bc.ca
 - (b) Sunshine Coast Conservation Association:
 - PO Box 1969
 - Sechelt, B.C. V0N 3A0
 - Email: office@thescca.ca
 - (c) TLC The Land Conservancy of British Columbia:
 - PO Box 50054
 - RPO Fairfield Plaza
 - Victoria, BC V8S 5L8
 - Email: admin@conservancy.bc.ca

- 14.5 Each party agrees to give written notice immediately to the other parties of any change in its address or facsimile number from those set out in section 14.4, and to keep the other parties apprised of any changes to the party's address for electronic communications if one is provided,

15. NOTICE OF COVENANT

- 15.1 The Owner and the Covenant Holders agree that each may publicize the existence of this Agreement in a tasteful manner.

16. NO LIABILITY IN TORT

- 16.1 The parties agree that this Agreement creates only contractual obligations and obligations arising out of the nature of this Agreement as a covenant under seal. Without limitation, the parties agree that no tort or fiduciary obligations or liabilities of any kind are created or exist between the parties in respect of this Agreement, and nothing in this Agreement creates any duty of care or other duty on any of the parties to anyone else. For clarity, the intent of this section is to, among other things, exclude tort liability of any kind and to limit the parties to their rights and remedies under the law of contract and the law pertaining to covenants under seal.

17. WAIVER

- 17.1 An alleged waiver of any breach of this Agreement is effective only if it is an express written waiver signed by each of the Covenant Holders, and is only effective to the extent of that express waiver and does not operate as a waiver of any other breach.
- 17.2 The failure for any reason of either or both Covenant Holders to require performance by the Owner at any time of any obligation under this Agreement does not affect either Covenant Holder's right to subsequently enforce that obligation.

18. JOINT AND SEVERAL OBLIGATIONS

- 18.1 Where at any time there is more than one Owner in this Agreement, the obligations of those Owners are joint and several.

19. REMEDIES NOT EXHAUSTIVE

- 19.1 Exercise or enforcement by a party of any remedy or right under or in respect of this Agreement does not limit or affect any other remedy or right that party may have against the other parties in respect of or under this Agreement or its performance or breach.

20. COVENANT RUNS WITH THE LAND

- 20.1 Every obligation and covenant of the Owner in this Agreement constitutes both a personal covenant and a covenant granted under section 219 of the *Land Title Act* in

respect of the Land, and the provisions of Article 10 constitute a statutory right of way granted under section 218 of the *Land Title Act*. This Agreement burdens the Land and runs with it and binds the successors in title to the Land and each and every part into which the Land may be subdivided by any means and any parcel with which the Land or any part of it is consolidated.

21. REGISTRATION

21.1 The Owner agrees to do everything necessary, at the Owner's expense, to ensure that this Agreement, and the interests it creates, are registered against title to the Land, 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.

22. SEVERANCE

22.1 If any part of this Agreement is held by a court to be invalid, illegal or unenforceable, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement is to remain in force unaffected by that holding or by the severance of that part as if the part was never part of this Agreement.

23. NO OTHER AGREEMENTS

23.1 This Agreement is the entire agreement between the parties and it terminates and supersedes all other agreements and arrangements regarding its subject.

24. AMENDMENTS

24.1 This Agreement is intended to be perpetual and may only be changed by a written instrument signed by all the parties.

25. DEED AND CONTRACT

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

26. RIGHTS OF COVENANT HOLDERS

26.1 A Covenant Holder may exercise its rights under this Agreement through its directors, officers, employees, agents or contractors.

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

The schedules referred to throughout this document are attached after this page.

SCHEDULE A

BASELINE REPORT

Attached to and forming part of the Covenant Agreement between the Owner and the Covenant Holders dated for reference the ◆ day of ◆.

[To be updated with final covenant agreement]

END OF DOCUMENT



REQUEST FOR DECISION

To: ITC Board **For the Meeting of:** July 14, 2020
From: Staff **Date Prepared:** June 22, 2020
SUBJECT: 2020 Annual Monitoring Adjustments due to COVID-19

RECOMMENDATION: That the Islands Trust Conservancy Board endorse the proposed adjustments to the 2020 annual monitoring program for nature reserves and conservation covenants due to the COVID-19 pandemic.

1 PURPOSE: To obtain the ITC Board's endorsement of adjustments to the 2020 annual monitoring program for nature reserves and covenants, which deviate from policy.

2 BACKGROUND:

As described in [ITC Policy 2.4](#), "the Islands Trust Conservancy has an annual program for monitoring lands over which it holds conservation covenants to ensure that landowners are in compliance with the terms of the covenant." Per Policy 2.4, each ITC covenant must be visited and monitored annually by either ITC staff or an ITC contractor. The policy requires written documentation of each monitoring visit to confirm compliance. The observations made during this visit form the basis of an annual monitoring report that must be presented to the Board for review and approval, and in turn, the annual statement of compliance/non-compliance with the covenant that is sent to the landowner. Annual monitoring requirements are the same for NAPTEP covenants ([ITC Policy 2.5](#)). Similarly, [ITC Policy 2.3](#) states that "The Board will monitor all Nature Reserves annually, and assess for potential management problems such as trespass, misuse or overuse, vandalism, safety hazards or other concerns or activities as listed in the management plan." This is to allow the Board to take timely action to address any problems identified.

ITC currently holds 76 conservation covenants and manages 29 nature reserves. Annual monitoring typically occurs from April to August; however, this year, the monitoring season has been delayed and shortened by the COVID-19 pandemic, which precipitated restrictions on travel to vulnerable and isolated communities from March to June. In addition to time constraints, this year the annual monitoring program will be logistically constrained by the policies set out in the [Islands Trust Recovery and Safety Plan COVID-19 Pandemic](#), which will require staff to: travel in separate (1 person) vehicles; travel in water taxis that have established, sector-based safety guidelines in place; wherever possible refrain from overnight stays and arrange for day trips only; and, if overnight trips are unavoidable, to book only with vendors who can provide a sector based safety protocol.

Due to time and logistical constraints imposed by the COVID-19 pandemic, staff propose the following adjustments to the normal annual monitoring program:

- 1) Forgo monitoring of covenants on 11 nature reserves owned and managed by local conservancies, which are considered lowest-risk in terms of covenant breach and/or trespass.
- 2) Delay or forgo monitoring of ITC nature reserves that are on Bowen (3), Gambier (3), and Lasqueti (4). At present, travel to these nature reserves is difficult for staff due to the Recovery and Safety Plan policies. These nature reserves are considered low-risk as they have had a presence from the local conservancy partners and/or restoration project work on site in 2020. If a staff visit cannot be completed in 2020, the local conservancy partners are willing to conduct a monitoring visit on behalf of staff. Note: As in previous years, monitoring of Horton Bayviary Nature Reserve (Mayne Island) and Trincomali Nature Sanctuary (Galiano Island) has been contracted to partner conservancies as part of ongoing management and restoration work.
- 3) Consistent with Policy 2.4 (B 21), in cases where the Board and a second group hold a conservation covenant jointly, and where travel to that covenant is constrained by the Recovery and Safety Plan policies, request that co-holders monitor the covenant on behalf of both groups. If co-holders are unable to take the lead in monitoring, the work may be done by a local contractor. This applies to 9 covenants.
- 4) Conduct remote monitoring (via satellite imagery) of five Sidney Island covenants that are practically inaccessible unless staff are driven by an islander in their vehicle. (This approach is being used by the Nature Conservancy of Canada for their Gulf Island covenants this year.)

Staff plan to monitor the remaining 51 conservation covenants and 17 nature reserves; however, staff will continue to monitor the developments of the pandemic and may be required to modify this plan based on orders, notices, and guidance from Provincial and local health authorities.

3 IMPLICATIONS OF RECOMMENDATION

ORGANIZATIONAL: In the exceptional circumstances presented by the COVID-19 pandemic, the Board's endorsement of adjustments to the annual monitoring program, some of which deviate from policy, will allow staff to:

- Prioritize monitoring activities in this condensed field season
- Refrain from travel to islands that requires an overnight stay (e.g. Denman, Gambier)
- Refrain from travel to islands without car ferry service, for which we normally rely on being driven in an islander's car (e.g., Lasqueti, Sidney)
- Reduce the risk of transmission of COVID-19 to and between remote and/or vulnerable communities by relying on local monitoring partners

Proposed monitoring delays will cause a delay in reporting to the Board. The nature reserve monitoring report may not be available at the same time as the covenant monitoring report. For both covenants and nature reserves, the result of the proposed adjustments may be inconsistencies and differences with monitoring reports from previous years.

FINANCIAL: Negligible. The proposed adjustments will require less travel between the Victoria office and more distant islands, which will result in cost savings in terms of staff travel time and mileage; however, these savings may be offset by the mileage and ferry costs required for increased day trips. In terms of covenant monitoring, there will be savings of over \$800 in the form of accommodation costs, but this may be partly offset by one or two small monitoring contracts. Service contracts with local conservancies to monitor ITC nature reserves on ITC's behalf will be a cost of approximately \$350 per property, depending on size; this cost may be offset by mileage, accommodation, and overtime costs saved by staff. All costs will remain within ITC approved budgets.

POLICY: None. The proposed adjustments are intended as a one-time response to the exceptional and challenging circumstances presented by the COVID-19 pandemic. However, at a later date the Board may wish to consider amending ITC Policy 2.4 to allow for adjustments under emergency circumstances.

IMPLEMENTATION/COMMUNICATIONS:

Staff will send a notice to landowners of 11 nature reserves to inform them that their covenant(s) held by ITC will not be monitored this year due to time and logistical constraints caused by the COVID-19 pandemic.

Staff will communicate to local conservancy partners on Bowen, Gambier, and Lasqueti the intention to delay or forgo monitoring of ITC nature reserves. If a staff visit cannot be completed in 2020, staff will prepare monitoring contracts with local conservancy partners, and work with these partners to ensure that monitoring is carried out to ITC standards.

Staff will contact local co-holders of 9 covenants to request that the co-holders monitor the covenant on behalf of both groups this year. Staff will provide the co-holder with the previous year's monitoring report and a copy of ITC's monitoring form, and inform them of ITC covenant monitoring standards. Staff will also contact the covenant landowners to inform them of the arrangement. A monitoring report from these covenant co-holders will be requested.

FIRST NATIONS: The proposed adjustments will reduce the extent of staff travel to, through and between remote and/or vulnerable communities, including First Nations communities, thereby reducing the risk of transmission of COVID-19.

CLIMATE CHANGE: None.

4 RELEVANT POLICY(S):

- [ITC Policy 2.3 - Acquisition and Management of Land Policy](#)
- [ITC Policy 2.4 - Conservation Covenants Policy](#)
- [ITC Policy 2.5 - Natural Area Protection Tax Exemption Covenants Policy](#)
- [Islands Trust Recovery and Safety Plan COVID-19 Pandemic \(June 28, 2020\)](#)

5 ATTACHMENT(S): None

RESPONSE OPTIONS

Recommendation: That the Islands Trust Conservancy Board endorse the proposed adjustments to the 2020 annual monitoring program for nature reserves and conservation covenants due to the COVID-19 pandemic.

Alternative: That the Islands Trust Conservancy Board endorse the proposed adjustments to the 2020 annual monitoring program for nature reserves and conservation covenants as amended.

Prepared By: Jemma Green, Covenant Management & Outreach Specialist
Nuala Murphy, Property Management Specialist

Reviewed By/Date: Kate Emmings, A/Manager, Islands Trust Conservancy / June 26, 2020

BRIEFING

To: Executive Committee **For the Meeting of:** July 14, 2020
From: Clare Frater, Trust Area Services **Date Prepared:** July 2, 2020
SUBJECT: Development of Islands Trust Climate Action Plan

PURPOSE: To develop a strategic and integrated Islands Trust Climate Action Plan, to be jointly endorsed by both Trust Council and the Islands Trust Conservancy Board.

BACKGROUND: In March 2020, staff from Trust Area Services (TAS), Local Planning Services (LPS) and the Islands Trust Conservancy (ITC) identified the need to better coordinate, synergize and strategize their respective climate action policies and programming and to avoid unnecessary duplication and inefficiencies. The nature of climate change is multidisciplinary and cuts across the traditional divides of these three departments. With this in mind, TAS established a Climate Policy Working Group (CPWG) comprised of one staff member from each department. The CPWG has been working together to map out the various climate change related programming currently underway in all three departments (Attachment 1) and is in the process of developing a Climate Action Plan (Attachment 2) to better communicate the Trust's climate action goals, priorities, programs and key messages to the public via the new Islands Trust website and other means. The Climate Action Plan is also intended to inform current and future climate change related programming and budget allocations for both Islands Trust and Islands Trust Conservancy. As there is currently no governance mechanism for Trust Council and the ITC Board to jointly develop strategic policy guidance on this common theme, staff are seeking guidance from both Trust Council (via Executive Committee) and the ITC Board to proceed with work on a joint Climate Action Plan that would be endorsed by both political bodies. A draft Project Charter was developed for this purpose (Attachment 3). The draft Climate Action Plan in development would be brought to both Trust Council and the ITC Board for approval prior to its public release.

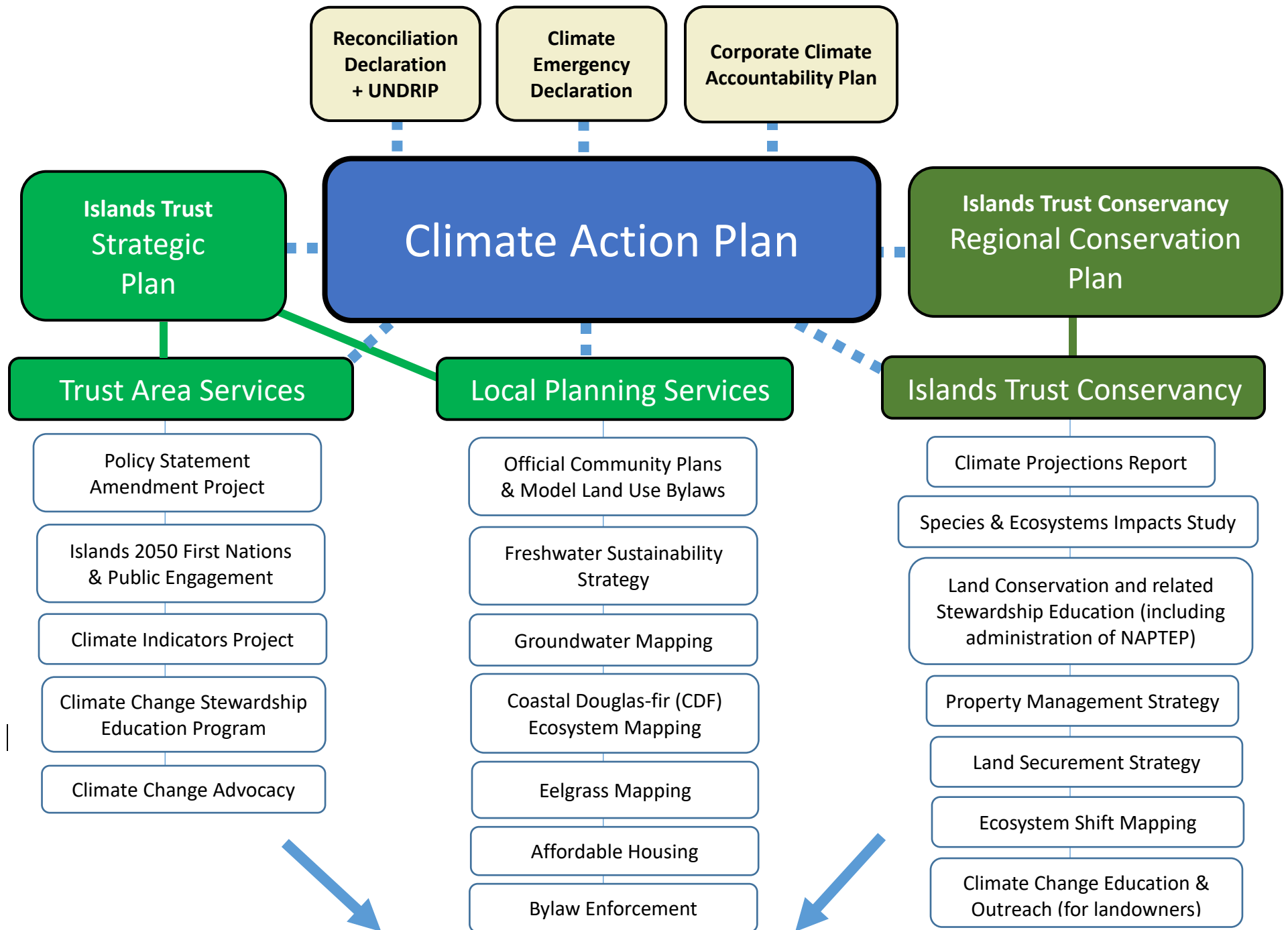
ATTACHMENT(S):

1. CPWG Project Synergies Chart
2. Islands 2050 Climate Action Framework
3. Climate Action Plan Project Charter 1.0

FOLLOW-UP: The CPWG will continue to develop the Islands Trust Climate Action Plan and bring a draft report to both Trust Council and the ITC Board at their Fall 2020 meetings.

Prepared By: Dilani Hippola, A/Senior Policy Advisor, Trust Area Services
Narissa Chadwick, Island Planner, Local Planning Services
Kate Emmings, A/Manager, Islands Trust Conservancy

Reviewed By/Date: Clare Frater, Director, Trust Area Services / June 30, 2020
Russ Hotsenpiller, Chief Administrative Officer / July 2, 2020



Islands 2050 - Climate Action Framework

*The following draft framework provides an outline of key points to be elaborated upon in more detail and then published as the **Islands Trust Climate Action Plan**.*

A State of Climate Emergency

- Land Acknowledgment + Reconciliation Declaration + UNDRIP/DRIPA + Indigenous Knowledge
“Indigenous peoples have thousands of years of knowledge that comes from the intrinsic relationship we have with our territories and ecosystems. The inclusion of this knowledge is essential to the success of policies and measures directed towards mitigating and adapting to climate change” (BCAFN)
- Islands Trust Mandate - We’ve Been Addressing Climate Change in Different Ways for Decades
- The State of Affairs: 2018 IPCC Report and 2019 Islands Trust Declaration of Climate Emergency
- 2020-2050 Window of Opportunity Narrative (PINNA Climate Projections Report)
- Valuing Natural Assets / Enhancing Biodiversity = Increased Resilience to Climate Change
- Climate Risk & Vulnerability of Islands in the Trust Area
- Climate Action & Equity Issues
- Learning from COVID-19 – The Need for Resilient Systems / The Possibilities for Behavioural Change
- We Can’t Do It Alone – Identifying Key Partners in Climate Action

Impacts of Climate Change on the Islands Trust Area

Land & Freshwater: Changing Temperatures and Precipitation Patterns

- increased storm surge flooding and windstorms pose risks to food crops, forests and infrastructure and lead to more frequent power outages
- lower groundwater levels and saltwater intrusion threaten groundwater quality and quantity
- droughts increase risk of wildfires
- stronger, more frequent storms scour streambeds, leading to loss of riparian and aquatic habitat
- warmer temperatures and drier summers lead to loss of some plant and animal species and shifting abundance of others
- disruption of seasonal timing of plant and animal life cycles impacts biodiversity and food security
- new invasive species threaten biodiversity and ecosystem function

Shorelines: Sea-Level Rise

- coastal erosion poses risks to Indigenous cultural and archaeological sites as well as private and public property on shorelines
- changes to shoreline habitats plus loss of spawning beaches / rearing habitats threatens biodiversity
- coastal inundation and reduced drainage capacity leads to flooding and soil salination, and impacts island accessibility (ferries/private docks)

Oceans: Warmer, More Acidic Oceans

- lead to migration, disease, loss of habitat and decreased reproduction of aquatic species, which in turn lead to:
 - threats to Indigenous food security (e.g. herring, salmon, shellfish)
 - threats to marine food web for species at risk (e.g. Southern Resident Killer Whale)
 - threats to biodiversity

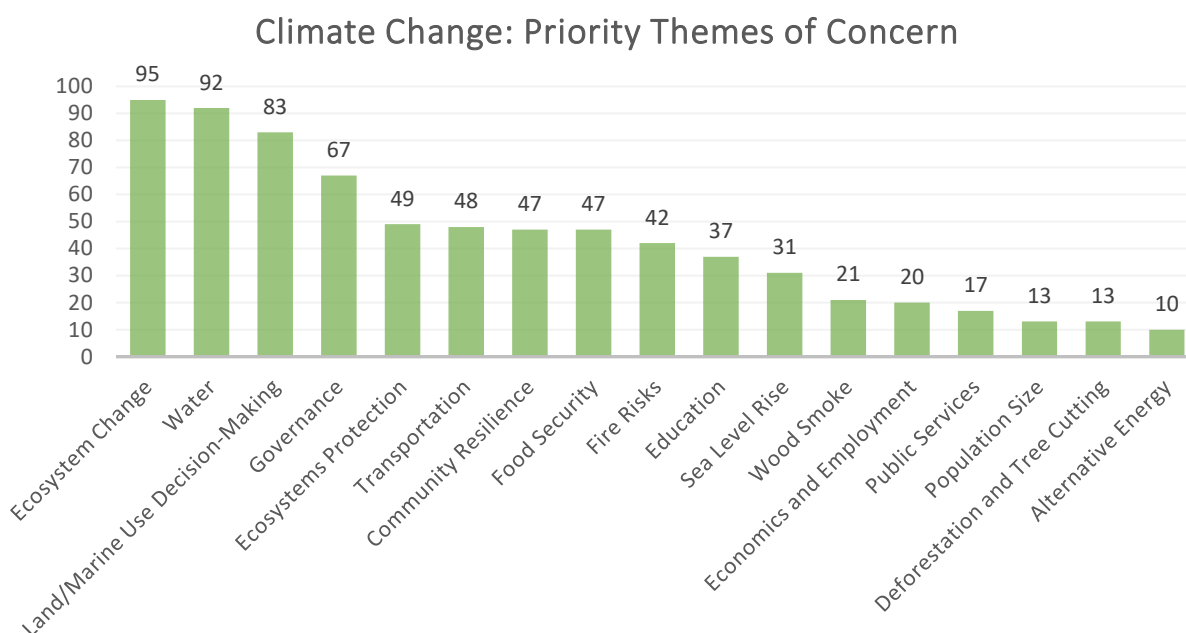
What We've Heard – Priority Concerns in the Trust Area

Islands 2050 First Nations Engagement Feedback:

(List priority themes of concern emerging from ongoing Islands 2050 First Nations Engagement; highlight UNDRIP Articles 18, 25, 29.1, and 32.1.)

Islands 2050 Public Engagement Feedback:

- Through the Islands 2050 public engagement campaign, we asked communities in the Islands Trust Area, “In the context of a changing climate, what are your concerns for the next 30 years?” and this is what we heard...



Our Commitments to Climate Action

- The Islands Trust Object Our Core Mandate to Preserve & Protect
- Reconciliation Declaration
- Fed/Prov Commitments & Bill 27 Requirements
- Corporate Climate Accountability Plan
- OCP GHG Reduction Targets to 2050
- Policy Statement & OCP Review with Climate Lens
- Islands Trust 2018-2022 Strategic Plan Priorities
- Islands Trust Conservancy Regional Conservation Plan Goals

Islands 2050 Climate Action Priorities

Specific strategic goals will be built on the priorities listed below. Planning & programming tools will be identified (e.g. Model Development Permit Areas, Regulatory By-Laws, Rezoning, Density Transfer, Landscaping/Site Orientation, Stewardship Education Program, Social Media Strategy, etc.)

Research

1. Climate Projections, Data Sets & Performance Indicators
2. Groundwater Mapping
3. Forest/Ecosystem Mapping
4. Eelgrass, Kelp Bed and Spawning Beach Mapping
5. Sea Level Rise Mapping (not currently planned)

Land-Use Planning

Mitigation: *Human interventions to reduce the sources or enhance the sinks of greenhouse gases (GHGs).*

1. Carbon Sink Protection and Restoration
2. Compact, Complete and Connected Land-Use
3. Low- to Zero-Emission Transportation
4. Building Efficiency and Renewable Energy Systems
5. Low Carbon Agricultural Practices

Adaptation: *The process of adjustment to actual or expected climate and its effects. In human systems, adaptation seeks to moderate harm or exploit beneficial opportunities. In natural systems, human intervention may facilitate adjustment to expected climate and its effects.*

1. Watershed Sustainability and Resilience
2. Terrestrial & Aquatic Species and Ecosystems Protection
3. Shoreline Protection
4. Emergency, Hazard and Risk Management
5. Natural Assets, Infrastructure & Food Crop Protection

Public Education and Outreach

1. Water Conservation, including Rainwater Harvesting
2. Blue Carbon Storage / Eelgrass Protection
3. The Importance of Biodiversity for Climate Resilience / Ecosystem-based Adaptation
4. Green Carbon Storage / Forest Protection including NAPTEP & Wildfire Risk Management
5. Greening Shorelines / The Benefits of Soft Shore Protection

Reconciliation

- Specify areas for collaboration with First Nations / Indigenous Knowledge on Climate Change under thematic priorities identified above

Advocacy & Partnerships

- Specify advocacy priorities and partnerships with other government agencies as they relate to thematic priorities identified above (where issues fall outside our core mandate/jurisdiction)

Climate Action Plan Project Charter v 1.0

Islands Trust & Islands Trust Conservancy

Date: July 14, 2020

Purpose: To define the budget and scope of work associated with integrating the climate action work of Trust Area Services, Local Planning Services and Islands Trust Conservancy into a consolidated Islands Trust Climate Action Plan with jointly defined strategic priorities and communication tools.

Background: In March 2020, Trust Area Services, Local Planning Services and Islands Trust Conservancy established a staff-led Climate Policy Working Group (CPWG) to better coordinate, strategize and synergize climate action policies, tools and programs amongst the three departments and to avoid duplication and inefficiencies. The group is developing an integrated Climate Action Plan to communicate the Trust's climate action goals, priorities, programs and key messages to the public via the new Islands Trust website and other means. The plan will also serve to inform existing and future climate-related policies and programming for both Islands Trust and Islands Trust Conservancy and related budget allocations.

Objectives

- Develop a strategic Islands Trust Climate Action Plan document to be approved by both Trust Council and ITC Board
- Develop joint high-level Climate Change Communications Plan to guide the development of Climate Action webpage on new website and other related communications tools
- Develop a framework to guide current and future climate change related research & mapping; policy planning & programming; education & outreach; and advocacy priorities

In Scope

- Biweekly meetings of the staff Climate Policy Working Group (TAS/LPS/ITC)
- Consolidating existing climate policies and programming into joint Climate Action Plan
- Meetings/consultations with key staff/trustees to refine climate action priorities
- Meetings with key staff/First Nations to Incorporate Indigenous knowledge and align with priorities of Nations in the Trust Area
- Environmental scan of other local govt plans & LTC climate action initiatives
- Developing a high-level Climate Change Communications Plan and Climate Action webpage for the new IT/ITC website
- Developing Climate Action Programming Business Cases for Budget 2021/22

Out of Scope

- Original research
- Production of data
- New programming

Workplan Overview

Deliverable/Milestone	Date
Develop draft Islands Trust Climate Action Plan	July-August 2020
Consultations with key Staff / Trustees / First Nations (incl TC and ITC Board)	August-October 2020
Launch Climate Action Plan with public communications tools (new webpage launch, news release, social media strategy, community outreach, etc.)	November 2020-January 2021

Project Team

Clare Frater	Project Manager
Dilani Hippola	Project Coordinator and Working Group Lead—Trust Area Services
Narissa Chadwick	Working Group Lead—Local Planning
Kathryn Martell	Working Group Lead—Conservancy
Kate Emmings	Advisor to Working Group—Conservancy

Budget 2020/21

Budget Source: 2020/21 Trust Area Services Communications Budget

Item	Approximate-Cost
Public Communications (graphic design for final report + web graphics, video and/or print materials)	\$2,500
Total	\$2,500

Approved by:

Date:

Endorsement:

Resolution #:

Date:



Islands Trust Conservancy - Executive Committee

Liaison Meeting Agenda

Date: Tuesday, July 14, 2020
Time: 1:00 pm - 3:00 pm
Location: Electronic Zoom Meeting

1. CALL TO ORDER

1.1 Introductions and context for annual meeting

2. APPROVAL OF AGENDA

2.1 Agenda Context Notes

3. MINUTES/COORDINATION

3.1 Review of the July 16, 2019 Meeting Minutes

4. BUSINESS

4.1 Items for Information

4.1.1 Introductions:

**See agenda context notes 2.1*

- Islands Trust Conservancy (ITC)
- Executive Committee (EC)
- Review of ITC\EC roles

4.2 Items for Discussion/Direction

4.2.1 Working with the Province

**See agenda context notes 2.1*

- Trust Council Strategic Plan Item

Amend legislation to increase the percentage of the Natural Area Protection Tax Exemption Program (NAPTEP) to act as an incentive for the protection of forest cover for climate change mitigation and adaptation in the Islands Trust Area.

- Provincial Funding Request

September 2019 RFD from Financial Planning Committee to Trust Council attached.

4.2.2 Working with Trust Council

- COVID-19 Updates (verbal)
- Strategic Planned Giving

**See agenda context notes 2.1*

- Climate Change Emergency Declaration

**See agenda context notes 2.1.*

September 2019 Climate Change Emergency Memo from ITC to Trust Council attached.

1. FireSmart and Ecology / Fire Risk Management
2. Climate Change Projections Report
3. Climate Action Plan

Briefing and Project Charter attached.

- Referrals and communication

**See agenda context notes 2.1*

1. Between TC and ITC
2. Between Committees and ITC

- Budget:

**See agenda context notes 2.1*

1. Fire Risk Assessment
2. Property Management Formula

- Canada Nature Fund (verbal)
- Regional Conservation Plan Update

Progress Report attached.

- Ecosystem Based Management - Requested by EC

1. Ecological Research Network

June 2020 Delegation from Salt Spring Ecological Research Network to Trust Council attached.

4.2.3 Working with Local Trust Committees

**See agenda context notes 2.1*

- LPS\ITC policy
- CDF Tool Kit

4.2.4 Working with First Nations

**See agenda context notes 2.1*

- Reconciliation Declaration and Action Plan
- Crown Land Policy

4.2.5 Working with the Public

- Website (verbal)

5. **NEXT MEETING**

6. **ADJOURNMENT**



200-1627 Fort Street Victoria BC V8R1H8
Telephone **250.405.5151** Fax 250.405.5155
Toll Free via Enquiry BC in Vancouver 604-660-2421 Elsewhere in BC **1.800.663.7867**
Email information@islandstrust.bc.ca
Web www.islandstrust.bc.ca

May 19, 2020

File Number: 4960-30 CDF

Via Email: info@refbc.com

Real Estate Foundation of British Columbia
460-355 Burrard Street
Vancouver, BC
V6C 2G8
Canada

Re: Real Estate Foundation of BC General Grant Application for the Coastal Douglas-fir Conservation Partnership (CDFCP)

Dear Review Committee:

Islands Trust supports the proposed work by the Coastal Douglas-fir Conservation Partnership (CDFCP) alongside the British Columbia Conservation Foundation (BCCF) to engage local governments and environmental non-governmental organizations (ENGOS) throughout the CDFCP boundary to raise awareness of the importance of protecting Coastal Douglas-fir ecosystems and the role this can play in climate change mitigation and the conservation of biodiversity in the region.

The work of the CDFCP directly contributes to advancing Islands Trust's program delivery. Islands Trust is entirely within the Coastal Douglas-fir (CDF) zone and conservation of the unique and rare set of ecosystems within the CDF zone is a priority of the Islands Trust. The continued support from the CDFCP will assist Islands Trust to implement the [Islands Trust CDF Tool Kit](#), which was developed with input from the CDFCP.

The CDFCP provides a strategic and collaborative approach which benefits us and the other 50 members, including all levels of governments, ENGOS, environmental consultants and community residents. We recognize and support the ongoing work of the CDFCP to raise awareness of biodiversity values, promote the implementation of conservation planning tools for local governments and their plan to review and update the 2015 Conservation Strategy. The BCCF is a long-standing administrative partner in the province of BC and is well poised to assist the Partnership with this project.

.../2

Page 2
The Real Estate Foundation of BC
May 19, 2020

We are appreciative of the efforts of the CDFCP and BCCF over the last year to successfully provide a dedicated Coordinator for the Partnership. This resulted in improved communication to members and allowed the Partnership to increase its organizational operations and accomplishments. We hope resources can be secured to continue this position and look forward to working with the CDFCP.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'P. Luckham', with a stylized, cursive script.

Peter Luckham
Chair, Islands Trust Council
pluckham@islandstrust.bc.ca

cc:

Coastal Douglas-fir Conservation Partnership
Islands Trust Conservancy
Islands Trust Council
Ballenas-Winchelsea Local Trust Committee
Gabriola Local Trust Committee
Galiano Local Trust Committee
Gambier Local Trust Committee
Hornby Local Trust Committee
Lasqueti Local Trust Committee
Islands Trust website



Public Acquisitions Update July 14, 2020

Property Name and Island	Date (yyyy/mm/dd)	Notes
PUBLICLY CONSIDERED PRIVATE LAND ACQUISITIONS		
Crystal Mountain (Galiano) 18.3 ha.	2017/11/21	ITF has previously considered a conservation covenant proposal and land transfer proposal for this property.
	2017/11/21	TFB-2017-031 It was MOVED and SECONDED, that the Trust Fund Board accept the updated Conservation Proposal from the Crystal Mountain Society, agreeing to accept transfer of approximately 18.3 hectares of Lot 9, District Lot 90, Galiano Island, Cowichan District, Plan 31200, (PID 000-851-035) and part of Lot A, District Lots 88 and 89, Galiano Island, Cowichan District, Plan VIP68079, (PID 024-351-041), subject to: 1. The release of the rent charge and related easements on the title of Lot A and any other charges determined, through legal review, to be problematic for the Trust Fund Board; 2. Establishing legal access for the Trust Fund Board to the most eastern part of Lot A; 3. Receipt of \$30,000 upon transfer of the land, with at least \$15,000 to be held in a pooled Nature Reserve Management Fund, and \$10,000 to \$15,000 to be put towards the development of a management plan and management activities for the nature reserve; 4. Staff reaching mutual agreement with the water license holders to limit the impact of accessing and maintaining the permitted water works; 5. Agreement with the Society that the portion of the proposed Emergency Access over the nature reserve would be used only in the case of emergency; 6. Written agreement with the Society about the use and maintenance of the pagoda; 7. Installation of boundary and corner pin markers at the time of survey at the expense of the applicant (locations to be determined in consultation with ITF staff); and 8. Final approval of the Trust Fund Board of the final survey plan, transfer agreement and all other associated agreements.
	2018/03/01	Contacted by CMS re: next steps, and confirmed importance of having preliminary survey completed, and ensuring proposed layout is registrable.
	2019/07/24	Received subdivision proposal plan from the planning department.
Sandy Beach (Area E) (Keats) 3.3 ha.	2014/09/18	It was MOVED and SECONDED, that the Trust Fund Board approve the conservation proposal submitted by the Convention of Baptist Churches of British Columbia to transfer Area E (Sandy Beach), approximately 3.3 hectares of DL 696, Group 1 NWD, Keats Island (PID: 014-385-694) to the Trust Fund Board for protection as a nature reserve.



Public Acquisitions Update July 14, 2020

	2015/03/02	Consultant has indicated that the landowners would like a covenant registered on the land at the time of transfer. ITC has approached Gambier Island Conservancy (GIC) and Sunshine Coast Conservation Association (SCCA). GIC has declined, but SCCA is potentially interested.
	2015/05/07	SCCA agrees to hold covenant; suggests TLC as a co-holder as they have worked together before.
	2015/08/18	Draft conservation covenant provided to ITC staff for review.
	2015/08/26	Edits to covenant provided to applicant and covenant holders for review.
	2015/12/15	Comments on covenant draft received from TLC.
	2015/01/12	Covenant revised with TLC edits and returned to TLC and SCCA for comment. TLC is happy with the draft. SCCA has sent the covenant for legal review, still awaiting SCCA comments.
	2016/02/10	SCCA comments received.
	2016/03/04	ITF responded to SCCA edits. SCCA reviewing with lawyer.
	2016/04/11	Requested that landowner contract development of baseline report for covenant.
	2016/06/05	SCCA comments received for covenant.
	2016/10/05	Draft 3 covenant sent to covenant holders for review. TLC and SCCA have agreed to the draft.
	2016/02/10	Draft Bylaws for DL 696 received.
	2017/03/02	Covenant sent for legal review.
	2017/04/13	Revised covenant draft sent to TLC and SCCA. Comments received from both agencies.
	2017/08/31	Edits made to covenant and reviewed by legal. Draft 5 sent to TLC and SCCA for review. TLC has no further comment; awaiting SCCA comment. Both TLC and SCCA have requested a site visit.
	2017/09/07	Draft baseline report received from the applicant.
	2017/10/24	Feedback on baseline report submitted to applicant and revisions requested.
	2018/03/13	Email from Island Planner indicates that the rezoning application will move to a community information meeting and public hearing for bylaw 143 on April 18, 2018. The Island Planner has requested that the applicant contact ITC staff regarding requirements for land transfer and covenant prior to April 18.
	2018/04/24	Notice received from GM Planner that GM LTC gave third reading to Proposed Bylaw No. 143 and that applicant is now finalizing plans to subdivide/transfer the Sandy Beach Nature Reserve.
	2018/05/28	Site visit with ITC staff, trustees & SCCA
	2018/06/14	Staff requested applicant provide legal access to Sandy Beach through private land from the proposed Sandy Beach Nature Reserve (to utilize existing trail).
	2018/07/19	Next draft of baseline received and provided to covenant holders for feedback.
	2018/08/01	Applicant confirms that they are willing to provide a Statutory Right of Way for Sandy Beach access.



Public Acquisitions Update July 14, 2020

	2018/08/28	Baseline report feedback provided to applicant and biologist for review and revision.
	2018/09/12	ITC lawyer drafting Statutory Right of Way.
	2019/01/04	Applicant's biologist revised draft baseline report. Forwarded baseline to covenant holder for review.
	2019/02/22	Statutory Right of Way reviewed by legal council and forwarded to covenant holder for review
	2019/04/08	Applicant advised Statutory Right of Way and Survey are pending review by their legal council
	2019/05/10	Applicant attended the site with TLC staff and subsequently advised there may be an existing trail that provides access to the beach and a Statutory Right of Way may not be required.
	2019/05/21	Staff from TLC confirmed the viability of the trail, but could not confirm if the trail is on the proposed nature reserve or on the adjacent hydro right of way.
	2019/06/18	The applicant was requested to confirm the location of the recently identified trail, and if possible to identify the trail on the pending land survey.
	2019/07/05	The applicant asked the surveyors to include the location of the trail and has provided pictures of the trail.
	2019/11/18	Received survey from the Applicant. Also notified that a new trail has been developed to access the beach within the proposed Sandy Beach Nature Reserve.
	2019/11/20	Received a draft Transfer Agreement from the applicant.
	2019/12/19	Met on site with applicant to review the location of the newly developed beach access trail.
	2019/12/30	Transfer Agreement reviewed and sent for legal advice. Issues identified with charges registered on the land title and the applicant notified of concerns.
	2020/01/08	Legal review of Transfer Agreement completed and edits provided to the Applicant.
	2020/01/21	Applicant has requested a meeting to go over edits to the Transfer agreement, response sent Jan 28. Ongoing communications occurring regarding the agreement and charges on the land title.
	2020/04/23	ITC Staff begin a conversation with BC Hydro regarding removal of BC Hydro Statutory Rights of Way.
	2020/06/04	Staff met with applicant by conference call to discuss outstanding Transfer Agreement issues.
	2020/06/24	BC Hydro staff respond with information about mechanisms for discharge of existing Statutory Rights of Way and reregistration of a revised Statutory Right of Way.
	2020/06/29	Final agreement reached on the Transfer Agreement. ITC staff to add it to the July ITC meeting agenda. Agreement from all parties to finalize the conservation covenant within a year of transferring the land.
	2020/07/06	Staff respond to BC Hydro process regarding Statutory Rights of Way and request further information from the landowners regarding cost recovery for required surveys and fees.
Current Total ITC Acquisitions:		29 (note Valens Brook Nature Reserve is 2 parcels, but counted as 1 Nature Reserve.



PUBLIC COVENANTS UPDATE

July 14, 2020

Property Name and Island	Date (yyyy/mm/dd)	Notes
NAPTEP COVENANTS		
<i>25 NAPTEP Covenants on title, 1 current applications.</i>		
Baile NAPTEP Covenant North Pender Island (approx. 4 ha)	2020/01/23	Application received.
	2020/05/25	It was MOVED and SECONDED, that the Islands Trust Conservancy Board approve the conservation proposal submitted by Lisa Baile to place a NAPTEP covenant on approximately 3.99 ha on Clam Bay Road, North Pender Island, PID: 024-289-582, Lot B Section 22 Pender Island Cowichan District Plan VIP 67942.
	2020/06/12	Staff provided Environment Canada with background information to inform their decision whether or not the property will qualify as an ecological gift
	2020/06/19	Staff provided applicant with a draft covenant for review.
	2020/07/02	Staff conducted site visit and confirmed that the land meets NAPTEP requirements.
REGULAR COVENANTS UPDATE		
<i>(51 regular covenants on title, 1 regular public covenants in progress, 3 in-camera covenants in progress.)</i>		
Brooks Point Covenant South Pender Island (1.17 ha, 6.02 ha if combined with surrounding covenants)	2014/03/23	It was MOVED and SECONDED, that the Trust Fund Board agrees to hold a covenant on the 2010 addition to Brooks Point Regional Park, South Pender Island, subject to agreement on the terms of the covenant and a satisfactory baseline report, and directs staff to continue working with CRD Parks and partners to determine the best way to covenant the three protected areas at Gowlland and Brooks Points.
	2014/04/08	Staff provide CRD staff with a template covenant for review.
	2014/04/15	Staff met with partners to discuss combining covenants for the Brooks Point and Gowlland Point properties.
	2014/05/22	Covenant Draft 1 sent to PICA, Friends of Brooks Point, HAT and CRD.
	2014/08/01	CRD response to Covenant Draft 1 received.
	2014/08/19	ITC/HAT/PICA express concerns to CRD with respect to Management Plan approval and other selected clauses.
	2014/08/20	Baseline Report completed.
	2014/08/22	CRD respond to ITC/HAT/PICA concerns.
	2014/09/17	ITF/HAT/PICA response re draft covenant sent to CRD.
	2014/10/08	Kate Emmings appointed to the Brooks Point Management Plan advisory group by the CRD.
	2014/10/16	ITF staff attended CRD Parks Open House for public review of the Brooks Point Management Plan update.
	2014/12/03	CRD submit revised covenant draft to ITC and HAT.
	2014/12/10	CRD Board approves revised Management Plan.



ISLANDS TRUST CONSERVANCY

PUBLIC COVENANTS UPDATE July 14, 2020

Property Name and Island	Date (yyyy/mm/dd)	Notes
	2014/12/12	Covenant sent to legal counsel for review.
	2014/12/18	Covenant revisions and comments sent to CRD.
	2015/07/29	Met with the CRD to discuss the covenant. There are several unresolved clauses.
	2015/08/28	Met with PICA and HAT. Agreed that we were at an impasse and required more direction from PICA.
	2015/09/02	CRD returned a covenant draft for review, staff are concerned with several clauses, including the strength of restrictions and the enforcement mechanisms.
	2015/09/09	Staff provided a briefing to PICA requesting info about the type of covenant contemplated. Staff updated the CRD that a response to the covenant draft would be post-poned until further information is available from PICA.
	2015/09/24	Staff met with HAT, Friends of Brooks Point (Paul Petrie) and the CRD to discuss covenant concerns. CRD staff agreed to revise covenant and circulate.
	2015/10/28	Staff met with HAT and CRD staff to review revised covenant draft and CRD will do further revision and circulate.
	2015/12/18	CRD Staff provided revised covenant.
	2016/01/25	ITF/HAT responded to CRD revisions.
	2016/07/15	CRD Staff provide a revised version of the covenant for further review.
	2016/08/16	HAT/ITF/CRD staff meet to discuss CRD edits. HAT/ITC agree to add definition regarding the permitted activities and will forward legal edits. CRD to re-approach NCC and TLC regarding process for discharge of prior covenants.
	2016/11/28	ITF/HAT forwarded the draft list of restricted and permitted uses for CRD review.
	2016/01/11	CRD response received, ITF/HAT to forward revised covenant draft for CRD review. Conversations ongoing regarding details.
	2017/09/07	Brooks Point covenant revised and reviewed by ITF legal and HAT.
	2017/09/21	Revised Brooks Point covenant sent to CRD Parks for review
	2018/06/14	Revised covenant received from the CRD, currently under review.
	2018/07/06	Legal review of covenant identifies ongoing concerns.
	2018/07/31	CRD notified of ITC covenant concerns and meeting of all parties with legal representatives requested.
	2019/05/01	ITC provided reviewed covenant to CRD with a request to meet with all parties and legal counsel.



PUBLIC COVENANTS UPDATE

July 14, 2020

Property Name and Island	Date (yyyy/mm/dd)	Notes
Earl Batista Covenant Salt Spring Island Property size: (0.85 Ha) (previously 200 Collins Rd)	2019/07/16	It was moved and seconded that the Islands Trust Conservancy Board approve the conservation proposal submitted by Jordan Litke on behalf of Manuel and Cythia Batista, approximately 0.85 ha on Collins Road, Salt Spring Island: PID 009-595-694, Section 3, Range 2 West, North Salt Spring Island, Cowichan District, Except part in plan 3985, subject to the removal of any vehicles or equipment that are located in the covenant area.
	2019/07/25	Staff provided applicant with a covenant template for review.
	2019/08/27	Development Variance Permit approved by Salt Spring Local Trust Committee
	2019/10/01	Comments received on Draft 1 of the covenant.
	2019/10/04	Draft 2 of the covenant sent to Applicant for review.
	2019/11/05	Baseline Report received. Comments provided Nov. 7, 2019.
	2019/11/25	Revised, Final Baseline Report received.
	2019/12/16	Phone call with landholder regarding covenant terms.
	2020/01/20	Continuing discussion regarding landholder's concerns with the terms and definitions in the covenant.
	2020/03/12	Land holder has decided to go ahead with the covenant as drafted. Staff is awaiting final survey and then will proceed with legal review.
	2020/03/31	Survey plan of covenant area received.
	2020/03/21	Draft covenant updated and sent for legal review.
	2020/06/18	Staff and legal agree on final covenant draft, sent to applicant for review. Applicant confirms that they would like to call this the 'Earl Batista Covenant'.
	2020/06/25	ITC staff and applicant agree on final covenant. Covenant provided to ITC Board for approval, July 14.
ITC NATURE RESERVES WITH COVENANTS OUTSTANDING		
<i>22 Nature Reserves have covenants, 6 Nature Reserves are without covenants, 2 ITC Nature Reserve covenants in progress (1 is under negotiation).</i>		
Sandy Beach Nature Reserve (Proposed) Keats Island (3.3 ha.)	2017/01/10	ITC staff are currently negotiating a conservation covenant concurrently with the Sandy Beach Conservation Proposal (see Public Acquisitions Updates).



PUBLIC COVENANTS UPDATE

July 14, 2020

Property Name and Island	Date (yyyy/mm/dd)	Notes
Fairyslipper Forest Nature Reserve Thetis Island (16.6 ha)	2018/03/20	ThINC Board approves resolution to hold a covenant on Fairyslipper Forest.
	2018/03/21	CCLT Board approves resolution to hold a covenant on Fairyslipper Forest.
	2018/04/03	TFB approves negotiation of conservation covenant in favour of ThINC and CCLT.
	2018/04/06	First draft of ITC template covenant sent to partners. Trail relocation is needed before finalizing baseline report.
	2018/10/13	Hosted Management Plan Open House on Thetis Island.
	2019/02/22	Draft management plan and baseline report sent to ThINC and CCLT staff for review.
	2019/03/11	Contractor and ITC complete ThINC and CCLT's requested revisions to management plan and baseline report. The baseline report will be finalized once the trail is relocated.
	2019/03/19	ITC consults with Islands Trust's Senior Intergovernmental Policy Advisor on opportunities to introduce First Nations content throughout management plan.
	2019/03/20	Further revisions completed by ITC and contractor to address additional edits from ThINC.
	2019/05/08	ITC completes addition of First Nations content throughout management plan and content is reviewed by Islands Trust's Senior Intergovernmental Policy Advisor.
	2019/05/12	Contractor approves First Nations content added to management plan by ITC.
	2019/05/21	ITC Board approves management plan with minor revisions.
	2019/06/12	ThINC Board approves revised management plan.
	2019/09/26	CCLT Board approves revised management plan. Staff posted Management Plan to the website.
	2020/02/03	Trail relocation completed by contracted trail builder, Penelakut youth and volunteer labour. A Statutory Right of Way is required from the adjacent property where the trailhead and parking area are planned.
	2020/03/19	ThINC is working with the Thetis Island Residents and Ratepayers Association to obtain a trail license over adjacent private lands for access and parking for the Fairyslipper Forest Nature Reserve.
	2020/05/08	ThINC informed ITC that the trail license is not proceeding.
	2020/05/26	ITC Board directs staff to work with ThINC on an appropriate trail access.
Total	76 covenants registered	

Regional Conservation Plan (2018-2027)	
2018-2020 Workplan Progress Highlights - July 14, 2020	
Goal 1. Identify, investigate and communicate about important natural areas to generate action on conservation priorities	
Mapping, Data and Analysis	
Complete	Forage fish mapping completed for James and Sidney Islands
	Updated species at risk information for lands management by the ITC.
	Worked with LPS to obtaining mapping for contiguous Coastal Douglas-fir forests in the Islands Trust Area
	Updated contact database (CRM) and migrated data
	Commissioned a Climate Change Indicators Report
Ongoing	Annual updates for Species and Ecosystems at Risk Data and Critical Habitat designations
	Annual protected areas updates
	Maintain information on priority conservation lands
In Progress	Updating conservation priority modelling to integrate new data
	Updating metadata (information about data) for existing datasets
	Training for staff regarding contact database (CRM)
	Exploring opportunities for Bull Kelp mapping for possible execution in the 2021-2023 work plan.
	Developing internal database (within TAPIS) for storage of property management information and migrating information from spreadsheets.
Workplan Changes/Notes	Considering mapping expected shift in ecosystems due to climate change for 2050 and 2080 and integrating these predictions into conservation model
	Forage fish mapping remains incomplete. Staff continue to investigate options to complete mapping for Gabriola and Saturna, but options are currently limited.
Information Sharing	
Complete	Local Trust Area/Island Municipality Profiles created with data highlights
	Data shared with 15 agencies
	Annual updates to BC Conservation Areas Database, complete for 2018 & 2019
	Updated internal and external mapping system (TAPIS) with 2017 sensitive ecosystem mapping and 2018 James/Sidney Islands Forage Fish Mapping
	Issued News Release regarding Climate Change Indicators Report and provided it by eNews to subscriber list and island conservancies
	Completed transition to digital data collection during site visits and property monitoring
	Provided training to LPS staff and newly elected trustees and ITC Board members

	Assisted Islands Trust with Islands 2050 information panels
Ongoing	Provide annual information training to LPS staff and Trust Council
	Meet annually with Islands Trust Executive Committee
In progress	Updating Islands Trust website to include information sharing options
	Training staff and revising digital data collection tools
Workplan	Considering adding further data to the open data available on MapIT (e.g. Marine and Terrestrial Ecosystem Mapping)
Changes/Notes	
Goal 2. Strengthen relationships with First Nations to identify and collaborate on shared conservation goals	
Looking internally	
Complete	Updated Conservation Covenant template with language to protect archaeological and cultural sites
	Staff and ITC Board training regarding reconciliation and the Nations in the Islands Trust region
	Budgeted to allow increased First Nations engagement for property management
	Adopted Reconciliation Declaration and wrote to First Nations to share Reconciliation Declaration language
Ongoing	Continued learning for staff and ITC Board
	Updated Management Plan and Baseline Report templates to improve First Nations information
	Drafted template for Management Plan for Areas of Cultural Heritage and Sacred Significance
	First Nations territory acknowledged in news releases
In progress	Contemplating integration of ITC into Islands Trust Reconciliation Action Plan (July 2020)
	Revising ITC Vision Statement to include acknowledgement of First Nations
	Working to increase First Nations engagement in ITC Property Management
	Working to include better language and recognition of First Nations through our website renewal project
Workplan	Soon to initiate policy revisions to better reflect engagement of First Nations in land securement and management
Changes/Notes	
Working with First Nations	
Complete	Reached out and offered mapping resources to First Nations
	Worked to build relationship with Penelakut Tribe with a focus on management of conservation lands on Thetis Island
Ongoing	Continue to identify and pursue opportunities to share resources with First Nations in areas of mutual interest
In Progress	Participating in Sidney Island Forest Restoration Program with Penelakut, Tsawout, Pauquachin, Lyackson and Tsartlip First Nations
	Developing relationship with Penelakut for land management on Thetis Island
Workplan	Continue to seek opportunities to work collaboratively with Islands Trust to build relationships with First Nations
Changes/Notes	Continue to explore tools to protect cultural and archaeological sites where compatible with ITC land conservation work
Goal 3. Continue to secure and manage Islands Trust Conservancy lands and conservation covenants to maximize ecological integrity	

Property Management	
Complete	Updated Baseline Report and Management Plan Templates
	Completed planning for property monitoring transition, including development of a budget case for a new Covenant Management and Outreach Specialist
	Management Plans for four nature reserves completed (Thetis and Gambier), with ongoing work with First Nations
	Reviewed property monitoring transition and evaluated Covenant Management and Outreach Specialist position
	Submitted budget request to permanently continue the Covenant Management and Outreach Specialist position
Ongoing	Trail and tree management on Denman, Salt Spring, Gabriola and Galiano
	Revised to two management plans (Denman) and developed three new management plans (Denman, Thetis and Lasqueti)
	Work with covenant landowners to manage invasive species
	Annual monitoring of seventy-six conservation covenants and twenty-nine nature reserves
	Member of Capital Region Invasive Species Partnership
In progress	Revisions to four management plans (Denman and Salt Spring) and development of three new management plans (Denman, Thetis and Lasqueti)
	Improving TAPIS database for better storage of property management information
	Invasive species management on Denman, Salt Spring, Galiano, and Gambier nature reserves
	Trail and tree management on Gabriola and Bowen, wetland restoration project on Lasqueti
	Addressing issues of trespass on three properties
	Working with First Nations, Parks Canada and others on the Sidney Island Ecological Restoration Project
	Trail design and building on Fairyslipper Forest Nature Reserve, Thetis Island
	Revising two nature reserve management plans (Salt Spring)
Workplan Changes/Notes	Develop region-wide wildfire response strategy for conservation lands in consultation with island fire departments and BC Wildfire Service
Land Conservation	
Complete	Valens Brook Nature Reserve addition transferred to ITC
	Salish View Nature Reserve acquisition completed in partnership with Lasqueti island Nature Conservancy
	Registered NAPTEP covenant on Link Island
	Issued Opportunity Fund Grants for five projects
	Rare species inventories for Salish View Nature Reserve acquisition project
Ongoing	Meet with landowners interesting in conservation (3 onsite meetings, 2018/2019, 3 onsite meetings 2019/2020, 2 onsite meetings 2020/2021 (to date), respond to 10-15 inquiries annually with detailed information)
	Continue to develop relationships with landowners who have expressed interest in conservation

	Steering Committee member for Coastal Douglas-fir and Associated Ecosystems Conservation Program (CDFCP) and member of Securement Working Group
In Progress	Five covenants and three nature reserve acquisitions in negotiation
	Outreach to 375 landowners across the Islands Trust Area with large forest patches (part of Coastal Douglas-fir outreach)
Workplan Changes/Notes	
Goal 4. Continue to build internal and shared organizational strength and resilience to ensure long-term nature conservation in the Islands Trust Area	
Strong Finances	
Complete	Created a Fund Development Advisory Committee to work towards external funding supports for large ITC projects
	Developed a Funding Strategy
	Met with Victoria Foundation to provide information about options for giving and ITC Funds
	Added a note to financial statements regarding the importance of Natural Assets to communities
Ongoing	Manage finances and complete annual financial audits
In Progress	Developing a Strategic Planned Giving Action Program based on recommendations from the Fund Development Strategy
	Developing a funding partnership with the Federal Government for Species at Risk work
Workplan Changes/Notes	Contemplating a campaign to replenish the Opportunity Fund
Strong Communication	
Complete	Participated in CDF Tool Kit workshop (Galiano)
	Completed name change for Islands Trust Conservancy, including updated website and communications materials and giving program forms and information
	Assisted Islands Trust with development of business case and RFP for a new website
	Celebrations for one new covenant and two new nature reserves
	Participated in the Gabriola LTC's "Stories From Home: Exploring Key Themes to Address Gabriola's Housing Needs While Protecting the Environment"
Ongoing	Updating signage to new logo as appropriate
	Develop image bank for communications materials
	Issue Enews regularly and Heron newsletter once each year
In Progress	Working with Trust Area Services to conduct landowner outreach regarding forest ecosystems.
	Promotion of 30th Anniversary - newsletter/website stories and profiles, 30th property celebration, celebration (online) , etc.

	Participating in website redesign project with Islands Trust, integrating Islands Trust Conservancy webpage with Islands Trust webpage.
Workplan Changes/Notes	Updated the ITC webpage and developed and communicated out regarding revised workplans in response to CoViD-19 pandemic.
Ongoing Learning	
Complete	Board and staff participated in awareness training regarding working with First Nations
	Staff and a board member participated in the Land Trust Alliance of BC Seminar Series
	ITC property and covenant management staff participated in Invasive Alien Species database training
	The ITC Chair participated in the annual Union of BC Municipalities conference
	Staff participated in BC Protected Areas Research Forum
	Attended the Salish Sea Ecosystem Conference remotely
Ongoing	Continue to improve awareness of First Nations and engagement work with First Nations
In Progress	Support Board and staff training related to fundraising and fund development
Workplan Changes/Notes	

Islands Trust Conservancy Budget Tracking 2020-2021

GL	Description	Budget	Revenue	Total Available	Spent	Remaining	% Remaining	Additional Committed Funds
54500-210	Communications	\$ 13,000		\$ 13,000	\$793	\$ 12,207	94%	\$ 2,969
61100-210	Board Honoraria	\$ 6,600		\$ 6,600	\$1,000	\$ 5,600	85%	
61200-210	Board Meeting Expense	\$ 13,850		\$ 13,850		\$ 13,850	100%	
61210-210	Board Training & Conferences	\$ 4,000		\$ 4,000		\$ 4,000	100%	
61300-210	Property Management	\$ 72,000		\$ 72,000	\$561	\$ 71,439	99%	\$ 10,219
61500-210	Cons Planning / Land Securement	\$ 15,000		\$ 15,000		\$ 15,000	100%	
63000-210	Legal	\$ 8,000		\$ 8,000	\$4,513	\$ 3,487	44%	\$ 4,802
61600-210	Ecosystem Mapping	\$ 15,000		\$ 15,000		\$ 15,000	100%	
80300-210	Mobile Devices	\$ 2,400		\$ 2,400	\$201	\$ 2,199	92%	
81300-210	Training & Conferences	\$ 4,168		\$ 4,168		\$ 4,168	100%	
81305-210	Travel for Training	\$ 2,750		\$ 2,750		\$ 2,750	100%	
82300-210	Travel	\$ 6,245		\$ 6,245		\$ 6,245	100%	
		\$ 163,013	\$ -	\$ 163,013	\$ 7,069	\$ 155,944	96%	\$ 17,990
Restricted Funds		Opening Balance						
	Alton Maintenance Account	\$ 91,665.57	\$ 7,939	\$ 99,604	\$ 558	\$ 99,047		\$ 425
	Ruby Alton Endowment Fund	\$ 125,191	\$ 4,152	\$ 129,343		\$ 129,343		
	Opportunity Fund	\$ 23,974	\$ 311	\$ 24,286	\$ 3,510	\$ 20,775		
	Covenant Mgmt and Defence Fund	\$ 111,786	\$ 1,000	\$ 112,786		\$ 112,786		
	Lasqueti Island Acq Fund	\$ 33,069	\$ 176	\$ 33,246		\$ 33,246		
	Gambier Island Acq Fund	\$ 124,243	\$ 3,731	\$ 127,974		\$ 127,974		
	Morrison Waxler Legacy Fund	\$ 20,262	\$ 6	\$ 20,268		\$ 20,268		
	Thetis Island Acq Fund	\$ 1,293	\$ 0	\$ 1,294		\$ 1,294		
	McFadden Creek	\$ 23,628	\$ 8	\$ 23,636		\$ 23,636		

Updated: July 6, 2020