



REVISED

Islands Trust Conservancy Board

Regular Meeting Agenda

Date: Tuesday, October 1, 2024
Time: 10:00 am
Location: Electronic Meeting, and a physical location to view the livestream of the meeting:
Islands Trust Victoria Office
#200 - 1627 Fort Street
Victoria, BC V8R 1H8

Pages

1.	CALL TO ORDER	
2.	APPROVAL OF AGENDA	
3.	RISE AND REPORT (from the JULY 23, 2024 in-camera meeting)	
	- The Islands Trust Conservancy Board agreed to spend up to \$6,000 from existing budgets towards the cost of a land survey and an Ecological Gifts Program appraisal, and the costs of covenant registration for a NAPTEP covenant on Salt Spring Island. - The Islands Trust Conservancy Board directed staff to continue work on the management plan for the Ruby Alton Nature Reserve. - The Islands Trust Conservancy Board directed staff to prioritize the Ruby Alton Management Plan over the Risk Management Policy development.	
4.	MINUTES/COORDINATION	
4.1	Minutes of Meetings/Resolutions without Meetings	
4.1.1	ITC Board Regular Minutes from July 23, 2024	4 - 11
4.2	Follow-up Action List	12 - 15
5.	BUSINESS	
5.1	Items for Approval	
5.1.1	ITC Freedom of Information and Protection of Privacy Bylaw No. 4 – Request for Decision	16 - 21
	That Islands Trust Conservancy Bylaw No. 4, cited as “Islands Trust Conservancy Freedom of Information and Protection of Privacy Bylaw No. 4, 2024”, be adopted	

5.1.2	Yarrow Koontz NAPTEP Covenant Approval, Gabriola Island - Request for Decision	22 - 101
	That the Islands Trust Conservancy Board authorizes the Chair to sign a covenant with Yarrow Koontz, over a portion of the Land described as That Part of Lot 3, Section 5, Gabriola Island, Nanaimo District, Plan 6986, Lying to the North West of a Road Dedication by Plan 17829, Except those parts in Plans 21783 and 26145, PID: 005-788-447, and directs staff to register the covenant through the Natural Area Protection Tax Exemption Program (NAPTEP)	
5.1.3	Skye Larmour NAPTEP Covenant Approval, Salt Spring Island - Request for Decision	102 - 177
	That the Islands Trust Conservancy Board authorizes the Chair to sign a covenant with Skye Larmour, over a portion of the Land described as Lot 1, Section 87, South Salt Spring Island, Cowichan District, Plan VIP 27894, PID: 000-138-452, and directs staff to register the covenant through the Natural Area Protection Tax Exemption Program (NAPTEP).	
5.2	Items for Discussion/Direction	
5.2.1	NAPTEP Covenant Requirements - Discussion	
	no attachment	
5.2.2	ITC Meetings with Executive - Briefing	178 - 179
5.3	Correspondence	
5.3.1	Minister Kang response to Chair Smith regarding fund investment and land management in absence of approved ITC Plan, dated 2024-08-01	180 - 180
5.3.2	Stewart Brands Email Correspondence with Staff Regarding Protective Covenants	181 - 187
5.4	Updates for Information	
5.4.1	Public Acquisitions Report	188 - 189
5.4.2	Public Covenants Report	190 - 195
5.4.3	Budget Report	196 - 196
5.4.4	2024 ITC Annual Work Plan - Mid-Year Update	197 - 208
5.4.5	Islands Trust Conservancy Quarterly Report to Trust Council	209 - 212
5.4.6	Executive Committee Update (verbal)	
5.4.7	Financial Planning Committee Update (verbal)	
5.4.8	Trust Council Update (verbal)	
5.4.9	Governance Committee Update	213 - 226
6.	PUBLIC COMMENTS AND DELGATIONS	
7.	NEW BUSINESS	

8. NEXT MEETING

The next meeting will be held electronically on November 19, 2024 at 10:00 a.m.

9. CLOSED MEETING

9.1 Motion to Close the Meeting

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 board; (i) the receipt of advice that is subject to solicitor-client privilege, including communications necessary for that purpose; (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.

10. ADJOURNMENT



Islands Trust Conservancy Board

Minutes of a Regular Meeting

Date: Tuesday, July 23, 2024
Location: Islands Trust Office Boardroom
200 - 1627 Fort Street, Victoria, BC

Members Present: Risa Smith, Chair
Lisa Gauvreau, Vice Chair
Charles Kahn, Trustee
Susan Yates, Trustee
Tobi Elliott, Trustee

Member Regrets: Ken Thomas, Trustee

Staff Present: Clare Frater, Director, Trust Area Services
Carolyn Stewart, Manager
Corlynn Strachan, Administrative Assistant/Recorder
Kathryn Martell, Ecosystem Protection Specialist
Micaela Yawney, Communications Specialist (attended electronically)
Mike Richards, Strategic Fund Development Specialist (attended electronically)

Staff Regrets: Emily McLean, Conservation Technician (Co-op Student)
Erica Wheeler, Species at Risk Program Coordinator
Jemma Green, Covenant Management and Outreach Specialist
Nuala Murphy, Property Management Specialist

1. CALL TO ORDER

Chair Smith called the meeting to order at 10:04 a.m. Trustee Elliott provided a land acknowledgement.

2. APPROVAL OF AGENDA

By general consent the agenda was approved.

3. RISE AND REPORT

Trustee Yates reported on the following item from the May 28, 2024 in camera meeting:

- The Islands Trust Conservancy Board approved an Opportunity Fund Grant of \$8,000 be awarded to the Bowen Island Conservancy.

4. MINUTES/COORDINATION

4.1 Minutes of Meetings/Resolutions without Meetings

4.1.1 Islands Trust Conservancy Minutes of May 28, 2024

ITC-2024-034

It was MOVED and SECONDED,

that the Islands Trust Conservancy minutes of May 28, 2024 be adopted.

CARRIED

4.1.2 Islands Trust Conservancy Special Meeting Minutes of June 12, 2024

ITC-2024-035

It was MOVED and SECONDED,

that the Islands Trust Conservancy minutes of June 12, 2024 be adopted.

CARRIED

4.1.3 ITC-RWM-2024-002 Schedule of Special Meeting for June 12, 2024

Received for information.

4.1.4 ITC-RWM-2024-003 Cancellation of the July 23, 2024 ITC-EC Liaison Meeting

Received for information. Chair Smith reported she spoke with the Chair of Trust Council and determined that since the ITC Board had attended recent Executive Committee meetings, there was no need to meet in July.

4.2 Follow-up Action List

Received for information.

5. BUSINESS

5.1 Items for Approval

5.1.1 Islands Trust Conservancy Freedom of Information and Protection of Privacy Bylaw No. 4 – Request for Decision

Manager Stewart presented the request for decision, advised this bylaw brings the Conservancy in line with the way Freedom of Information and Protection of Privacy is done with other entities of the Islands Trust, and updates the fees.

ITC-2024-036

It was MOVED and SECONDED,

that Islands Trust Conservancy Bylaw No. 4, cited as “Freedom of Information and Protection of Privacy Bylaw No. 4, 2024”, be read a first time.

CARRIED

ITC-2024-037

It was MOVED and SECONDED,

that Islands Trust Conservancy Bylaw No. 4, cited as “Freedom of Information and Protection of Privacy Bylaw No. 4, 2024”, be read a second time.

CARRIED

ITC-2024-038

It was MOVED and SECONDED,

that Islands Trust Conservancy Bylaw No. 4, cited as “Freedom of Information and Protection of Privacy Bylaw No. 4, 2024”, be read a third time.

CARRIED

ITC-2024-039

It was MOVED and SECONDED,

that Islands Trust Conservancy Board rescind Islands Trust Conservancy Policies 3.8 and 3.9 as they are now redundant.

CARRIED

5.1.2 ITC Communications and Engagement Strategy – Request for Decision

Communications Specialist Yawney presented the request for decision.

Discussion ensued on:

- Changing landowner to landholder throughout document.
- Expanding the Heron newsletter to include more content/articles to promote Conservancy work.
- ITC staff reporting to the Board annually on the strategy, possible at the May ITC meeting, reporting on previous year’s accomplishments, noting budget changes are needed, and seeking Board ideas on potential stories.
- If ITC can be highlighted/included in Islands Trust Council’s newsletters.
- Creating a distinction between the Islands Trust and the Islands Trust Conservancy and identifying this in the Engagement Strategy.
- In sections that talk about relationship building, use separate lines for First Nations relationship building and for public relationship building.
- Changing sections that talk about using authentic vulnerable voice – take out vulnerable and consider using ‘authentic voice rather than corporate voice’.
- In the audiences section, move #16 First Nations into primary audience and use ‘First Nations Peoples’, keep FN/Indigenous Governing Bodies in Secondary audience section with other government audiences.
- Benefits, effectiveness, and staff time to manage the Volunteer Warden’s program; Terms of Reference for this volunteer program is needed.
- Whether or not a strategy for a blog is required.
- Listing stewardship educational webinars separately on the subscription page of the IT website.

ITC-2024-040

It was MOVED and SECONDED,

that the Islands Trust Conservancy Board approve the 2024-2026 Islands Trust Conservancy Communications and Engagement Strategy, as amended.

CARRIED

5.1.3 Coastal Douglas-fir and Associated Ecosystem Conservation Partnership (CDFCP) Terms of Reference and Statement of Cooperation Endorsement – Request for Decision

Ecosystem Protection Specialist Martell reported the CDFCP has revamped its Terms of Reference and Statement of Cooperation to include First Nations prominently in recognition of their rights and responsibilities, and to clarify administrative roles. It was noted that the Islands Trust Conservancy has been part of the CDFCP essentially since its inception.

Discussion ensued on support for sharing this with Trust Council, staff time on the Steering Committee, and benefits of the conservation partnership.

ITC-2024-041

It was MOVED and SECONDED,

that the Islands Trust Conservancy Board endorse the Coastal Douglas-fir and Associated Ecosystem Conservation Partnership (CDFCP) revised Terms of Reference and Statement of Cooperation and direct the Chair to sign the Statement of Cooperation on behalf of the Islands Trust Conservancy.

CARRIED

ITC-2024-042

It was MOVED and SECONDED,

that the Islands Trust Conservancy Board continues to endorse the participation of staff on the CDFCP steering committee and/or working groups as authorized by the Islands Trust Conservancy Manager.

CARRIED

5.1.4 ITC 2025/26 Budget Submission – Request for Decision

Discussion ensued on:

- Rationale for the budget line item for Land Securement and Conservation Planning.
- Correcting the \$ Change column for the ITC Plan First Nations Engagement budget line item from \$10,000 to \$20,000.
- Adequacy of Islands Trust budget for ongoing relationships with First Nations.
- Increasing the Board Training and Conference line by \$2,000 for a Board training retreat on a local Islands Trust island and possible use of an external facilitator.
- Adding a solid black line between 2024/25 and 2025/26 fiscal years.

Further discussion and vote was deferred to after item 5.4.3 on engagement.

The meeting recessed for a break from 11:05 to 11:15 p.m.

- Increasing the budget for Board training on Indigenous Protected and Conserved Areas (IPCAs).

ITC-2024-043

It was MOVED and SECONDED,

that the Islands Trust Conservancy Board approve the draft 2025/26 ITC Budget with the following amendment:

- Increase the Board training and conferences line to \$4,600

and direct staff to provide it to the Director of Administrative Services and the Director of Trust Area Services for inclusion in the Islands Trust draft 2025/26 budget, as amended.

CARRIED

5.2 Items for Discussion/Direction

5.2.1 Islands Trust Conservancy 2024/25 Work Plan - Briefing

Manager Stewart advised the 2024/25 Work Plan was not a specific direction of the Board but after reviewing the conversation from the May ITC Board meeting it seemed something that might be useful.

Discussion ensued on:

- Adding “conservation importance” to cultural sacred significance for First Nations, (Goal 1 - page 66 of agenda package/page 3 of work plan).
- Reviewing ITC properties suitable for co-management for Indigenous Protected and Conserved Areas (IPCAs).
- Adding bio cultural values and confidential cultural heritage mapping layers.
- Engaging with First Nations to have them tell us what they want for these properties, custom to each Nation.
- Low versus high priority of the Property Management Team Lead hiring.
- Phasing out of TAPIS maps, hiring of GIS Department staff, and replacement of applications with CityView.
- Sidney Island restoration support and that the ITC Board approved the Sidney Island Ecological Restoration Management Plan developed by the partnership groups.
- Under communications (Background - page 63) ways of reporting out to the public on the ITC 5 year plan and Conservancy work, including the Heron, news releases and regular reporting.

5.2.2 Referral for GB-TUP-2024.2 Burren’s Acres, Gabriola Island (verbal)

Manager Stewart advised there was not an official referral however that she was contact by an Islands Trust Planner regarding the temporary use permit application on a property close to a nature reserve. The Planner wanted to know if the Conservancy had comments. ITC staff had provided comments in previous years and the only concern was that the nature reserve, that is adjacent to the temporary use, is not open to the public and the Conservancy wanted to ensure that if a temporary use permit was issued, allowing visitors to come and stay on the residential property, that they were directed away from the nature reserve. Manager Stewart advised she didn’t feel it was necessary to address the Board prior to providing comments as similar comments had been

provided previously. When she checked policy it noted that all referrals should come to the ITC Board.

Discussion ensued clarifying that referrals should be brought to the Board.

5.2.3 Islands Trust Conservancy 5 Year Plan - Engagement Plan Outline - Briefing

Manager Stewart presented the briefing, noting the outline provides the Board with additional detail about the intended engagement process for development of the 2026-2030 Islands Trust Conservancy Plan.

Discussion ensued on:

- Appropriate ways to communication with First Nations beyond letters.
- The amount of correspondence First Nations receive, learning their priorities, and importance of follow ups.
- Director Frater advised Islands Trust/Conservancy will follow the Provincial standard, and share lessons learned.
- Having a Board workshop on Indigenous Protected and Conserved Areas and management in protected areas (IPCAs).
- Needed training on protocol agreements. Director Frater advised that the Islands Trust Act does not allow for the Islands Trust Conservancy to establish protocol agreements but other Islands Trust entities can, and ITC matters can be discussed through that mechanism.
- Scheduling a special meeting/training retreat for Provincial staff to speak to Board on IPCAs.

ITC-2024-044

It was MOVED and SECONDED,

that the Islands Trust Conservancy Board request staff to provide a briefing on disposition of land to Indigenous Governing Bodies.

CARRIED

5.3 Correspondence

There was no correspondence.

5.4 Updates for Information

5.4.1 Public Acquisitions Report

Received for information.

5.4.2 Public Covenants Report

Received for information.

5.4.3 Budget Report

There was no budget report.

5.4.4 Executive Committee Update (verbal)

Trustee Elliott reported that Executive Committee meets tomorrow, July 24, 2024, and there have been ongoing conversation regarding the request to the Province for review of Islands Trust.

5.4.5 Financial Planning Committee Update (verbal)

Trustee Elliott reported that Trust Council was asked to decide on budget assumptions, principles and guidelines to help set the budget. This will be discussed at the upcoming September Trust Council meeting.

5.4.6 Trust Council Update (verbal)

Chair Smith reported that she provided a presentation on the work of the Conservancy. The next Trust Council meeting is scheduled for September 24-26, 2024 and the location was changed from Gabriola Island to Nanaimo.

5.4.7 Governance Committee Update (verbal)

Trustee Gauvreau reported the last meeting was July 12th and the Committee discussed the need for the Provincial review, the Islands Trust mandate, governance and structure. The Committee agreed to use the original Request for Decision (RFD) document from June 2022 as a basis for the new request potential updates. Key issues to be included are: representation by population, reconciliation with First Nations, challenges of living in the Trust area, and the importance of Provincial support to address these matters. Trustee Gauvreau noted that a working group was formed. Looking ahead the Committee will focus on the final review and endorsement of a draft request. Trustee Gauvreau also advised that Trust Council decided that the ITC ex-officio member will be non-voting member.

6. PUBLIC COMMENTS AND DELGATIONS

There were no public attendees.

7. NEW BUSINESS

There was no new business.

8. NEXT MEETING

The next meeting will take place electronically on October 1, 2024 at 10:00 a.m.

9. CLOSED MEETING

9.1 Motion to Close the Meeting

ITC-2024-045

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 board; (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 the recorder and staff attend the meeting.

CARRIED

10. ADJOURNMENT

By general consent the meeting adjourned at 12:34 p.m.

Risa Smith, Chair

Certified Correct:

Corlynn Strachan, Administrative Assistant/Recorder

Minutes are not official until adopted at a subsequent meeting.



Follow Up Action Report

Trust Conservancy Board

25-May-2021

Progress	Activity	Responsibility	Dates	Status
20%	1 Staff to move forward with the Crystal Mountain Society proposal to register a Statutory Right of Way across Lot A on the upper ridge, in favour of Islands Trust Conservancy, to provide legal access to the eastern part of Lot A via the legal easement across neighbouring Lots B and C.	Kathryn Martell	Target: 31-Dec-2024	In Progress

23-Jan-2024

Progress	Activity	Responsibility	Dates	Status
30%	1 Staff to proceed with the development of a risk management policy for all nature reserves, which includes warning users of the risk of danger trees.	Carolyn Stewart Nuala Murphy	Target: 31-Mar-2025	In Progress



Follow Up Action Report

Trust Conservancy Board

28-May-2024

Progress	Activity	Responsibility	Dates	Status
95%	1 Staff to develop communication materials for stakeholders and the public with regards to the updated ITC work plan and rationale for prioritization of elements of the Regional Conservation Plan (2017-2029).	Micaela Yawney	Target: 05-Jul-2024	In Progress
100%	2 Staff to prepare an ITC Budget request, including budget allocation for \$220,000 associated with the Species at Risk Program, and to return to the ITC Board for review in July.	Carolyn Stewart Clare Frater	Target: 28-Jun-2024	Completed
30%	3 Staff to continue work on Risk Assessment Policy through a phased approach as follows: Phase 1: Public safety approach as a priority which would include the role of signage as well as tree removal and live tree management with reference to the BC Occupier Liabilities Act. Phase 2: Identification of properties that would benefit from a core policy of conservation and an environmental management approach.	Carolyn Stewart Nuala Murphy	Target: 31-Mar-2025	In Progress



Follow Up Action Report

Trust Conservancy Board

23-Jul-2024

Progress	Activity	Responsibility	Dates	Status
90%	1 Staff to proceed with the adoption of the Islands Trust Conservancy Freedom of Information and Protection of Privacy Bylaw No. 4 .	Carolyn Stewart Corlynn Strachan	Target: 01-Oct-2024	In Progress
0%	2 Staff to rescind Islands Trust Conservancy Policies 3.8 and 3.9, as they are now redundant, once the Islands Trust Conservancy Freedom of Information and Protection of Privacy Bylaw No. 4 is approved.	Corlynn Strachan	Target: 01-Oct-2024	In Progress
100%	3 Staff to amend the 2024-2026 Islands Trust Conservancy Communications and Engagement Strategy, as directed by the Islands Trust Conservancy Board.	Micaela Yawney	Target: 31-Jul-2024	Completed
100%	4 Staff to proceed with having the Coastal Douglas-fir and Associated Ecosystem Conservation Partnership (CDFCP) revised Statement of Cooperation signed by the Chair, on behalf of the Islands Trust Conservancy.	Corlynn Strachan Kathryn Martell	Target: 31-Jul-2024	Completed
100%	5 Staff to amend the draft 2025/26 ITC Budget by increasing the Board training and conferences line to \$4,600. Staff to provide it to the Director of Administrative Services and the Director of Trust Area Services for inclusion in the Islands Trust draft 2025/26 budget, as amended.	Carolyn Stewart Clare Frater	Target: 09-Aug-2024	Completed
100%	6 Staff to amend the Islands Trust Conservancy 2024/25 Work Plan as discussed.	Carolyn Stewart	Target: 31-Jul-2024	Completed



Follow Up Action Report

Trust Conservancy Board

23-Jul-2024

Progress	Activity	Responsibility	Dates	Status
0%	7 Item 5.2.3 Islands Trust Conservancy 5 Year Plan - Engagement Plan Outline Staff to provide a briefing to the Islands Trust Conservancy Board on disposition of land to Indigenous governing bodies.	Carolyn Stewart Clare Frater	Target: 31-Dec-2024	In Progress

24-Jul-2024

Progress	Activity	Responsibility	Dates	Status
100%	1 Staff to continue the participation on the CDFCP steering committee and/or working groups as authorized by the Islands Trust Conservancy Manager.	Kathryn Martell		Completed



REQUEST FOR DECISION

To: Islands Trust Conservancy
Board

For the Meeting of: October 1, 2024

From: Staff

Date Prepared: August 30, 2024

SUBJECT: ITC Freedom of Information and Protection of Privacy Bylaw No. 4

RECOMMENDATION(S): That Islands Trust Conservancy Bylaw No. 4, cited as “Islands Trust Conservancy Freedom of Information and Protection of Privacy Bylaw No. 4, 2024”, be adopted.

1 PURPOSE:

To adopt the new Freedom of Information and Protection of Privacy bylaw to bring the Islands Trust Conservancy in line with other entities of the Islands Trust.

2 BACKGROUND:

In June 2022, Islands Trust Council adopted a model bylaw for Freedom of Information and Protection of Privacy. All Islands Trust entities, with the exception of the Islands Trust Conservancy, have updated their Freedom of Information and Protection of Privacy policies to follow the bylaw standard.

In July 2024, staff provided a proposed bylaw to bring the Islands Trust Conservancy to the same standard as the other entities of Islands Trust. The proposed bylaw was read three times at that meeting.

At the July 2024 Islands Trust Conservancy Board meeting, the Board resolved to rescind its existing Islands Trust Conservancy Policies 3.8 and 3.9 as they are redundant once Bylaw No. 4 is adopted.

3 IMPLICATIONS OF RECOMMENDATION:

ORGANIZATIONAL: The bylaw sets out necessary definitions, interpretations, policies and fees. The bylaw has been developed in association with David Marlor, Director of Legislative Services.

FINANCIAL: None

POLICY: Minor amount of staff time to update policy manual

IMPLEMENTATION/COMMUNICATIONS: This bylaw will be used to process future Freedom of Information requests.

FIRST NATIONS: None

CLIMATE CHANGE: None

OTHER: Not Applicable

4 RELEVANT POLICY(S):

In 2018, the Islands Trust Conservancy approved:

- 3.7 Freedom of Information and Protection of Privacy – Routinely Released Information Policy
- 3.8 Freedom of Information and Protection of Privacy Policy
- 3.9 Freedom of Information and Protection of Privacy Policy – Designation of Heads & Fees, and
- 94006 Freedom of Information and Protection of Privacy – Procedure for Processing a Formal Information Access Request

5 ATTACHMENT: Islands Trust Conservancy Freedom of Information and Protection of Privacy Bylaw No. 4, 2024

RESPONSE OPTIONS

Recommendation(s): That Islands Trust Conservancy Bylaw No. 4, cited as “Islands Trust Conservancy Freedom of Information and Protection of Privacy Bylaw No. 4, 2024”, be adopted.

Alternatives: That Islands Trust Conservancy Bylaw No. 4, cited as “Islands Trust Conservancy Freedom of Information and Protection of Privacy Bylaw No. 4, 2024”, not be adopted and staff be directed to make specific changes by the Board.

Prepared By: Carolyn Stewart, A/Manager

**ISLANDS TRUST CONSERVANCY
FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY
BYLAW NO. 4**

A Bylaw to designate the head of the Islands Trust Conservancy for the purposes of, and to set fees under, the
Freedom of Information and Protection of Privacy Act, RSBC 1996, c. 165.

GIVEN THAT:

- A. Section 77(a) of the *Freedom of Information and Protection of Privacy Act*, RSBC 1996, c. 165, as amended (the "Act"), gives the Islands Trust Conservancy the authority to designate a person as the head of the Islands Trust Conservancy for the purposes of the Act, and
- B. Section 77(c) of the Act gives the Islands Trust Conservancy the authority to set any fees the Islands Trust Conservancy requires to be paid under section 75 of the Act,

THE ISLANDS TRUST CONSERVANCY ENACTS AS FOLLOWS:

Citation

- 1. This bylaw may be cited as "Islands Trust Conservancy Freedom of Information and Protection of Privacy Bylaw No. 4, 2024".

Definitions and Interpretation

- 2. In this Bylaw:

"Act"	means the <i>Freedom of Information and Protection of Privacy Act</i> , RSBC 1996, Chapter 165, as amended.
"Commercial Applicant"	means a person who makes a request for access to a record to obtain information for use in connection with a trade, business, profession or other venture for profit.
"Head"	means the person designated under Section 3 of this Bylaw as the head of the of the Islands Trust Conservancy for the purposes of the Act.
"Request"	means a request for information under Section 5 of the Act.
"Records"	includes books, documents, maps, drawings, photographs, letters, vouchers, papers and any other thing on which information is recorded or stored by graphic, electronic, mechanical or other means, but does not include a computer program or any other mechanism that produces records.

Designation of Head

- 3. The person from time to time appointed to the position of Secretary of the Islands Trust is designated as the Head of the Islands Trust Conservancy for the purposes of the Act.
- 4. The person from time to time appointed to the position of Deputy Secretary of the Islands Trust and the person from time to time appointed to the position of Deputy Treasurer of the Islands Trust, each are authorized to perform any duty or exercise any function of the Head who is designated under Section 3.

Policies and Procedures

- 5. The Heads authorized to perform the duties of the Head shall operate in accordance with the Act and the Freedom of Information and Protection of Privacy policies, guidelines, and procedures, as set by the Islands Trust Council from time to time.

Fees

- 6. The fees that are payable by applicants under the Act are those set out in Schedule A to this bylaw.

Interpretation

- 7. Any word or expression used in this bylaw that is not defined in this bylaw has the meaning given to it in the Act on the date of final adoption of this bylaw.

READ A FIRST TIME THIS	23 rd	DAY OF	JULY	2024.
READ A SECOND TIME THIS	23 rd	DAY OF	JULY	2024.
READ A THIRD TIME THIS	23 rd	DAY OF	JULY	2024.
APPROVED BY THE ISLANDS TRUST CONSERVANCY BOARD THIS	23 rd	DAY OF	JULY	2024.
ADOPTED THIS	23 rd	DAY OF	JULY	2024.

CHAIR

SECRETARY

**Islands Trust Conservancy
Freedom of Information and Protection of Privacy
Bylaw No. 4 - Schedule 'A'**

Schedule of Maximum Fees

Item	Description of Services		Fees	
1	(a)	Application Fee	\$10.00 (non-refundable)	
	(b)	An applicant's request for his/her own personal information is not subject to any fees.		
2	For applicants other than commercial applicants:			
	(a)	for locating and retrieving a record	\$7.50 per ¼ hour after the first 3 hours	
	(b)	for producing a record manually	\$7.50 per ¼ hour	
	(c)	for producing a record from a machine readable record from a server or computer	\$7.50 per ¼ hour for developing a computer program to produce the record	
	(d)	for preparing a record for disclosure and handling a record	\$7.50 per ¼ hour	
	(e)	for shipping copies	actual costs of shipping method chosen by applicant	
	(f)	for copying records		
		(i)	floppy disks	\$2 per disk
		(ii)	CDs and DVDs, recordable or rewritable	\$4 per disk
		(iii)	computer tapes	\$40 per tape, up to 2 400 feet
		(iv)	microfiche	\$3 per fiche
		(v)	microfilm duplication	\$25 per roll for 16mm microfilm \$40 per roll for 35mm microfilm
		(vi)	microfiche or microfilm to paper duplication	\$0.50 per page (8.5" x 11")
		(vii)	photographs, colour or black and white	\$5 to produce a negative
	\$12 each for 16" x 20" photograph			
	\$9 each for 11" x 14" photograph			
	\$4 each for 8" x 10" photograph			
\$3 each for 5" x 7" photograph				
	(viii)	photographic print of textual, graphic or cartographic record, black and white	\$12.50 each (8" x 10")	
	(ix)	dot matrix, ink jet, laser print or photocopy, black and white	\$0.25 per page (8.5" x 11", 8.5" x 14" or 11" x 17")	
	(x)	dot matrix, ink jet, laser print or photocopy, colour	\$1.65 per page (8.5" x 11", 8.5" x 14" or 11" x 17")	

			17")	
		(xi)	scanned electronic copy of a paper record	\$0.10 per page
		(xii)	photomechanical reproduction of 105 mm cartographic record/plan	\$3 each
		(xiii)	slide duplication	\$0.95 each
		(xiv)	audio cassette tape (90 minutes or fewer) duplication	\$5 per cassette plus \$7 per ¼ hour of recording
		(xv)	video cassette recorder (VHS) tape (120 minutes or fewer) duplication	\$5 per cassette plus \$7 per ¼ hour of recording
3	For commercial applicants for each service listed in Item 2			the actual cost to the public body of providing that service



REQUEST FOR DECISION

To: Islands Trust Conservancy Board **For the Meeting of:** October 1, 2024
From: Staff **Date Prepared:** August 20, 2024
SUBJECT: Covenant Approval – Yarrow Koontz NAPTEP Covenant, Gabriola Island

RECOMMENDATION:

That the Islands Trust Conservancy Board authorizes the Chair to sign a covenant with Yarrow Koontz, over a portion of the Land described as That Part of Lot 3, Section 5, Gabriola Island, Nanaimo District, Plan 6986, Lying to the North West of a Road Dedication by Plan 17829, Except those parts in Plans 21783 and 26145, PID: 005-788-447, and directs staff to register the covenant through the Natural Area Protection Tax Exemption Program (NAPTEP).

1 PURPOSE: To gain Board final approval of a conservation covenant agreement to protect ~2.58 ha of wetlands, maturing forest, and sensitive riparian and cliff habitats on Gabriola Island.

2 BACKGROUND:

On 30 May, 2023, the ITC Board passed the following resolution:

ITC-2023-017

that the Islands Trust Conservancy Board approve the conservation proposal submitted by Yarrow Koontz, to place a NAPTEP covenant on approximately 2.5 ha of Gabriola Island, PID: 005-788-447, That Part of Lot 3, Section 5, Gabriola Island, Nanaimo District, Plan 6986, Lying to the North West of a Road Dedication by Plan 17829, Except those parts in Plans 21783 and 26145, to protect wetlands, maturing forest, and sensitive riparian and cliff habitats.

At its September, 2023 meeting the Islands Trust Council passed the following resolution:

TC-2023-070

that Trust Council request the Secretary to issue a NAPTEP Certificate for the covenanted portion of the property described as PID 05-788-447, That Part of Lot 3, Section 5, Gabriola Island, Nanaimo District, Plan 6986, Lying to the North West of a Road Dedication by Plan 17829, Except those parts in Plans 21783 and 26145, subject to registration of a conservation covenant and completion of a baseline inventory report consistent with the standards developed for NAPTEP.

The Yarrow Koontz NAPTEP covenant will be the ITC's 81st covenant overall, the 29th NAPTEP covenant, the 3rd NAPTEP covenant in the Gabriola Island Local Trust Area and the 5th ITC covenant in Gabriola Island LTA¹.

¹ Note that these numbers do not include the Link Island NAPTEP (since it has been discharged upon land donation as a Nature Reserve), nor the recent Nighthawk Hill NAPTEP on North Pender as it was an addition to an existing NAPTEP covenant.

All documents, including the tax exemption certificate, must be registered with the Land Title Office by October 31st, 2024, in order to receive a property tax exemption in the 2025 tax year. Following ITC and GaLLT Board approval, this covenant must be approved and receive a Priority Agreement from the mortgage holder, VanCity Credit Union.

The Yarrow NAPTEP covenant is also intended to be an Ecological Gift through Environment and Climate Change Canada. The Ecological Gift application, including obtaining the appraisal, will be completed once the covenant is finalized.

Covenant Overview

The covenant is consistent with the ITC standard NAPTEP conservation covenant, with the additions and changes noted below. All revisions have been reviewed by ITC legal counsel.

- Addition of a specific Owner's Reserved Right to maintain, replace, or restore the septic field, which is within the covenant area (7.2 [g]).
- In Section 8, Owner's Obligations: addition of phrasing in clauses 8.8 and 8.9 to indicate that the owner or covenant holder(s) can recoup reasonable legal costs from any compensation amount received for damage caused to the Covenant Area by a third party.
- Priority Agreement: For properties with a mortgage, ITC requires that the mortgage holder provide a Priority Agreement granting the covenant and associated charges priority over the mortgage charge. This priority agreement prevents the covenant from being wiped from title in the unlikely event that the mortgage holder forecloses on the property. VanCity holds a mortgage on this property and provided preliminary (non-binding) approval for this conservation covenant, but indicated that they would not agree to any financial charge having priority over the mortgage. To address this, ITC staff and VanCity staff have proposed that the Covenant Agreement and the Statutory Right of Way will have priority over the mortgage, but not the Rent Charge. Staff discussed this with ITC's legal counsel, who considered the impact of this change to be very low risk to the conservation values of the covenant.

3 IMPLICATIONS OF RECOMMENDATION:

ORGANIZATIONAL: Staff time will be required to coordinate covenant registration, Priority Agreement from the mortgage holder, and creation and registration of the Natural Area Exemption Certificate. Covenant monitoring will be done through the annual monitoring program lead by the Covenant Management and Outreach Specialist.

FINANCIAL: Conveyancing is being conducted by ITC's legal counsel on a cost-recovery with the landholder. ITC will have legal costs and fees of approximately \$600 to register the Natural Area Tax Exemption Certificate, a cost typically borne by ITC. Acquisition of this NAPTEP covenant will require an increase of \$1,160 to the ITC Property Management budget, according to the property management formula. There may be signage costs of approximately \$50-\$100 and there may be enforcement costs over time.

POLICY: This covenant is consistent with ITC policy and the Natural Area Exemption Certificate will be issued according to Islands Trust policy.

IMPLEMENTATION/COMMUNICATIONS: The Board of the Gabriola Land and Trails Trust, as covenant co-holder, is reviewing and approving this covenant concurrently with the ITC Board, via email prior to this October 1st meeting. If both Boards approve, ITC staff will work with our legal counsel to coordinate conveyancing, mortgage holder approval, and submission to the Land Titles Office. Once the covenant is registered, ITC staff will issue and register the Natural Area Exemption Certificate as approved by Trust Council. Staff will notify the Gabriola Island Local Trust Committee, Trust Council, other relevant agencies, and planning staff regarding the covenant and

issuance of the Exemption Certificate. Staff will also update the ITC website and determine an appropriate means of celebrating the successful registration of the covenant (as per the ITC Securement Strategy).

FIRST NATIONS: This NAPTEP conservation proposal was referred to relevant First Nations as part of the application process. ITC staff will update these First Nations that the covenant has been registered, and provide other information as requested.

CLIMATE CHANGE: The wetlands and forests on this property contribute to climate change mitigation by protecting carbon uptake and storage sources. Additionally, the transition zone from the wetland and moist forest up to the dry ridgetop provides a range of habitats and may assist with species persistence and/or migration in response to future climate instability and change.

OTHER:

- ITC provided an Opportunity Fund grant of \$7,000 to GaLLT to support this conservation covenant project. These funds were used for the baseline inventory report, and will also be used towards the appraisal required by the Ecological Gifts Program application.
- The Ecological Gifts Program procured and paid for the land survey of the Covenant Area.

4 RELEVANT POLICY(S):

[2.4 Conservation Covenants Policy](#)

[2.5 Natural Area Protection Tax Exemption Covenants Policy](#)

[2.6 Islands Trust Policy 2.1.10 Administration of Natural Area Protection Tax Exemption Program](#)

5 ATTACHMENT(S):

- Yarrow Koontz NAPTEP Covenant, final draft dated September 20th, 2024

RESPONSE OPTIONS

Recommendation(s): That the Islands Trust Conservancy Board authorizes the Chair to sign a covenant with Yarrow Koontz, over a portion of the Land described as That Part of Lot 3, Section 5, Gabriola Island, Nanaimo District, Plan 6986, Lying to the North West of a Road Dedication by Plan 17829, Except those parts in Plans 21783 and 26145, PID: 005-788-447, and directs staff to register the covenant through the Natural Area Protection Tax Exemption Program (NAPTEP).

Alternatives: None recommended.

Prepared By: Kathryn Martell, Ecosystem Protection Specialist

Reviewed By / Date: Carolyn Stewart, A/Manager, Islands Trust Conservancy / September 19, 2024

TERMS OF INSTRUMENT – PART 2

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

This Agreement dated for reference September 23rd, 2024 is

AMONG:

Yarrow Aiko Anais Koontz
3090 George Street
Gabriola Island, BC
V0R 1X7

(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 “ITC”)

AND:

Gabriola Land & Trails Trust, a society registered in British Columbia
(Inc No. S-48130) with a mailing address PO Box 56, Gabriola Island,
BC, V0R 1X0

(the “Co-covenant Holder”)

(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 and heritage values and amenities including flora, fauna, and natural features of great importance to the Owner, the Covenant Holders, Indigenous Peoples, 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 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 each Covenant Holder is necessary for the operation and maintenance of the undertakings of each Covenant Holder;
- E. The Co-covenant Holder has been designated 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;
- F. The ITC 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; and,

- G. The Owner intends to obtain federal government certification of the Covenant Area as ecologically sensitive and to grant the covenant and statutory right of way in this Agreement as an ecological gift under the *Income Tax Act* (Canada), including sections 118.1 [for individuals] and section 207.31.

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) "Administration Fee" means a fee of \$250.00 adjusted in each year as provided in section 12.2, charged by the Covenant Holders in accordance with section 12.1;
- (b) "Amenities" includes those natural, scientific, environmental, wildlife, plant, heritage and cultural values relating to the Covenant Area as identified in the Report, including any natural area values and amenities of the Covenant Area as prescribed by regulation for the purposes of Part 7.1 of the *Islands Trust Act*;
- (c) "Archaeological Site" means an area
 - (i) identified in the Report as an archaeological site, or
 - (ii) protected under the provisions of the *Heritage Conservation Act* as an archaeological site;
- (d) "Business Day" means any day other than Saturday, Sunday or British Columbia statutory holidays;
- (e) "Certificate" means a certificate issued by the Covenant Holders under section 14.12;
- (f) "Covenant Area" means all of the Land identified as "Covenant Area" on the Plan;
- (g) "Covenant Holders" means, unless the context otherwise requires, the ITC and the Co-covenant Holder, collectively and "Covenant Holder" means either of them, as the context may require;
- (h) "CPI" means the All-Items Consumer Price Index published by Statistics Canada, or its successor in function, for Vancouver, BC, where 2023 equals 100;
- (i) "Land" means the parcel of Land legally described as Parcel Identifier 005-788-447, That Part of Lot 3, Section 5, Gabriola Island, Nanaimo District, Plan 6986, Lying to the North West of a Road Dedication by Plan 17829, Except those parts in Plans 21783 and 26145;
- (j) "Market Value" means the market value of any flora or fauna, soil, rock, gravel or minerals that is the subject of a breach identified in section 11.4, as

determined by an appraiser who has been trained in the valuation of property that is the subject of an ecological gift;

- (k) “Notice of Enforcement of Rent Charge” means a Notice of Enforcement of Rent Charge given under section 11.6;
 - (l) “Notice of Breach” means a notice of breach given under section 10.1;
 - (m) “Plan” means the Reference Plan over part of the Land certified correct by Danu K. Vandermark, B.C.L.S., dated 13 March 2024, and deposited in the Land Title Office under number **EPP136278**, a reduced copy of which is attached as Schedule A;
 - (n) “Rent Charge” means the rent charge granted by the Owner under section 11.1;
 - (o) “Rent Charge Amount” means the amount determined in accordance with Article 11, the payment of which is secured by the Rent Charge; and
 - (p) “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 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 Holders that the facts set out in Recitals A, C, and G are true as of the date of this Agreement.
- 2.2 The Co-covenant Holder represents and warrants to the ITC and the Owner that the facts set out in Recitals D and E are true as of the date of this Agreement.
- 2.3 The ITC represents and warrants to the Co-covenant Holder and 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 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 both Covenant Holders, which approval may be granted or withheld in the sole discretion of each of them:
- (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.
- 4.3 Without limiting sections 4.1 and 4.2, the Owner:
- (a) must not disturb or alter, or permit the disturbance or alteration, of an Archaeological Site, except with the prior written approval of both Covenant Holders, in the sole discretion of each of them, and in accordance with the *Heritage Conservation Act*.
 - (b) despite section 4.2(b), may enter into agreements with First Nations, for whom the Land is within their traditional territory, to enable those First Nations to access the Land to exercise those traditional activities which they may have engaged in on the Land, only so long as:

- (i) those activities are in keeping with the intent of this Agreement;
- (ii) the Covenant Holders provide their prior written approval of such agreements, in the sole discretion of each Covenant Holder.

4.4 The Owner shall not subdivide the Land by any means including, but not limited to, by subdivision plan, reference or explanatory plan, lease, strata plan or bare land strata plan.

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 Holders 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, 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.
- 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 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 Articles 10 and 11, and a 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 maintain, restore or replace buildings and other improvements existing on the Covenant Area as of the date of registration of this Agreement (the location of which are indicated in the Report), provided the location of the buildings and improvements remain the same and the size is the same or smaller;
 - (b) to maintain, replace or restore any existing waste disposal or water supply systems existing in the Covenant Area at the time of registration of this Agreement (the location of which are indicated in the Report);
 - (c) to maintain, replace or restore any utility lines running through the Covenant Area existing in the Covenant Area at the time of registration of this Agreement (the location of which are indicated in the Report), so long as the locations remain the same and the size is the same or smaller;
 - (d) to maintain, replace or restore the driveway existing within the Covenant Area at the time of registration of this Agreement (the location of which is indicated in the Report), provided the location and material remain the same and the size is the same or smaller;
 - (e) to maintain, replace or restore the trails existing within the Covenant Area 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, no surfacing materials are used, and the size is the same or smaller. Other than for the existing driveway, trail width cannot exceed 60cm;
 - (f) 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; and
 - (g) to maintain, replace or restore any existing septic field existing in the Covenant Area at the time of registration of this Agreement (the location of which is indicated in the Report), so long as the location remains the same and the size is the same or smaller.
- 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 each 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 each Covenant Holder to enter upon the Land and inspect the Covenant Area. The Covenant Holders 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 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 Covenant Area and the Amenities. Where such emergency action is taken, the Owner must permit each 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 Holders, their 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 Covenant Area 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 Holders 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;
 - (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 Holders 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 each 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 Holders, or either of them, 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 or 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 Covenant Area 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 Holders' option and with the Covenant Holders' approval

- (a) irrevocably and in writing assigns to the Covenant Holders 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 Holders, 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 Holders 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, less any reasonable legal fees incurred, 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 Holders.
- 8.9 Where the Covenant Holders, under section 8.6, receives compensation for damage caused to the Covenant Area or the Amenities, the Covenant Holders agree to use that compensation, less any reasonable legal fees incurred, 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 each Covenant Holder from and against any fee, tax or other charge which may be assessed or levied against the Owner or a 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 Holders 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 in effect at that time. 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 Holders 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 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 Covenant Area for the purposes of monitoring compliance with this Agreement, on prior written notice by a Covenant Holder to the Owner of at least 24 hours;

- (b) for purposes other than monitoring under subsection (a), enter upon the Land to access and inspect the Covenant Area at all reasonable times upon prior written 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;
- (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 Land 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 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 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 Holders may bring workers, contractors and employees, and vehicles, equipment and other personal property, onto the Land when exercising their rights under this Article.

10. ENFORCEMENT REMEDIES OF THE COVENANT HOLDERS

- 10.1 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.
- 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, 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 10.2. 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.
- 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.
- 10.6 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.

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 Holders 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 Holders by the Owner of the sum of \$7500 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 A Covenant Holder that wishes to enforce the Rent Charge in a given year must give a Notice of Enforcement of Rent Charge to the Owner and the other Covenant Holder, 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 who delivered that notice.
- 11.8 The Covenant Holders 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 Holders are 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.
- 11.11 The Covenant Holder receiving the Notice of Enforcement of Rent Charge has 30 days from receiving it to send notice to the notifying Covenant Holder that it wishes to enforce the Rent Charge jointly and, if it does not do so, it is deemed to have elected not to enforce the Rent Charge.
- 11.12 If the Rent Charge is enforced jointly:
 - (a) reasonable expenses incurred as a result of the enforcement of the Rent Charge must be shared equally between the Covenant Holders, and
 - (b) the net proceeds obtained as a result of the enforcement of the Rent Charge must be shared equally between the Covenant Holders,unless otherwise agreed in writing between the Covenant Holders.
- 11.13 If the Covenant Holder receiving the Notice of Enforcement of Rent Charge does not wish to enforce the Rent Charge jointly, that Covenant Holder is not entitled to the Rent Charge unless otherwise agreed in writing between the Covenant Holders.

- 11.14 A Covenant Holder who declines to enforce the Rent Charge jointly must execute all documents which may be necessary for the enforcement and collection of the Rent Charge by the notifying Covenant Holder.

12. ADMINISTRATION FEE

- 12.1 The Owner agrees that the Covenant Holders may charge the Owner an Administration Fee in each and any case where the Covenant Holders are requested to provide an approval or Certificate, or to take any other action, or where a Covenant Holder visits the Covenant Area under sections 7.4 and 7.5. This Administration Fee applies whether or not the Covenant Holders grant the 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 HOLDERS

- 13.1 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*.
- 13.2 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.
- 13.3 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*.

14. NOTICE OF CHANGE IN OWNERSHIP BY OWNER

- 14.1 The Owner must notify the Covenant Holders of any change of ownership of the Land prior to the registration of any such change in the land title office.
- 14.2 The Owner may request that the Covenant Holders visit the Covenant Area and jointly 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; or
- (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:
Yarrow Aiko Anais Koontz
3090 George Street
Gabriola Island, BC V0R 1X7
Email: yaksan31@yahoo.ca
- (b) The ITC:
Islands Trust Conservancy
200-1627 Fort Street
Victoria, BC V8R 1H8
Email: itcmail@islandstrust.bc.ca
- (c) Co-covenant Holder:
Gabriola Land & Trails Trust
PO Box 56, Gabriola Island, BC, V0R 1X0
Email: info@galtt.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 Holders 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 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.
- 19.2 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.

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 either Covenant Holder for advice in this regard and that the Covenant Holders have given no representation or warranty in that regard.
- 26.2 The Owner acknowledges and agrees that the Owner has been advised by the Covenant Holders 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 either of the Covenant Holders 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.

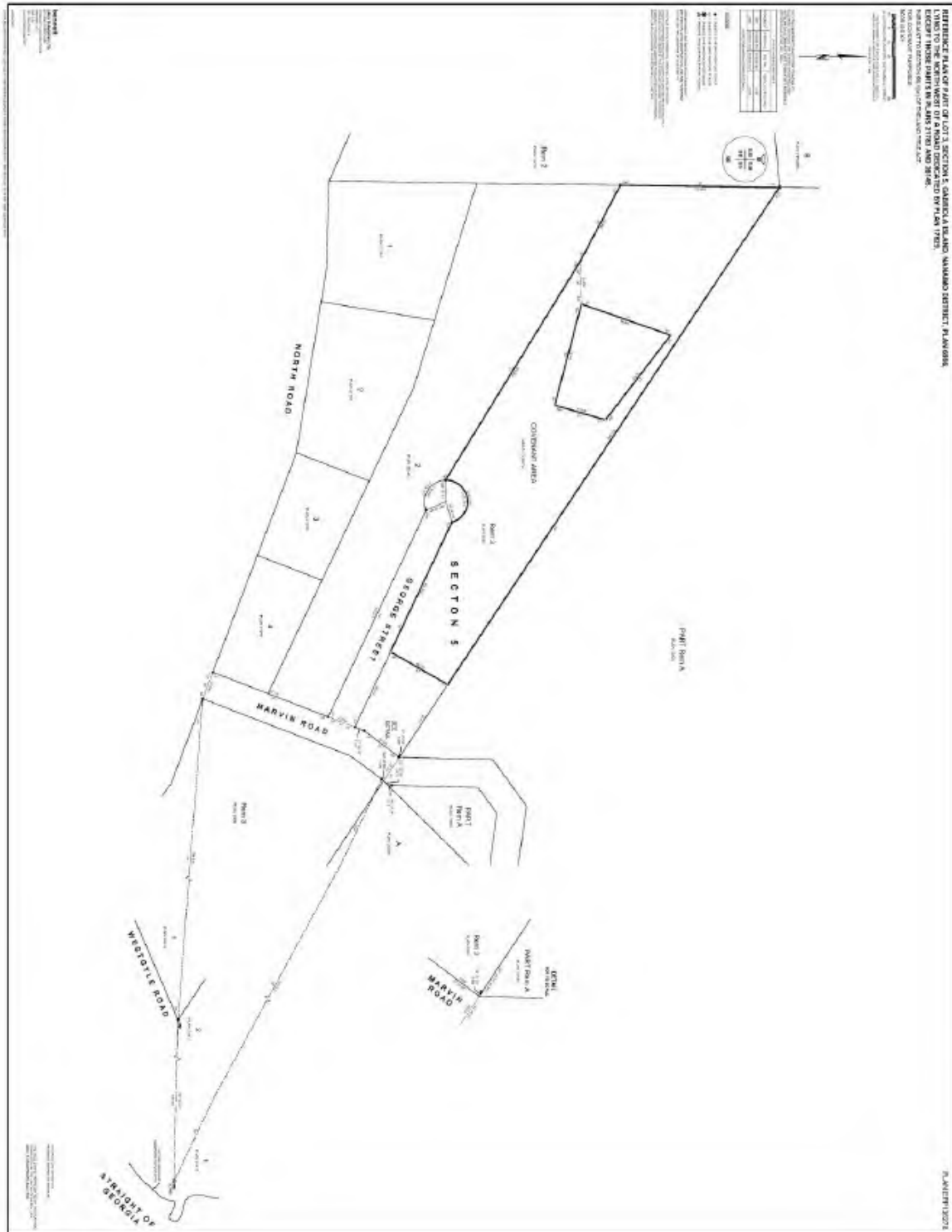
29. RIGHTS OF COVENANT HOLDERS

- 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 Holders dated for reference September 23, 2024.



SCHEDULE B
BASELINE REPORT

Attached to and forming part of the Covenant Agreement between the Owner and the Covenant Holders dated for reference September 23rd, 2024.

Conservation Covenant for 3090 George Street, Gabriola, BC

Covenant holders:

**Islands Trust Conservancy
Gabriola Land & Trails Trust**

BASELINE DOCUMENTATION REPORT

20 Sep 2024

Prepared by:

Shaan Aroeste, M.Sc., R.P.Bio.

Baseline Documentation Report

Attached to and forming part of the Covenant Agreement among the landholder (Ms. Yarrow Koontz), and the Covenant Holders (Islands Trust Conservancy and Gabriola Land & Trails Trust) dated September 23, 2024 to which it is appended. Where a word or expression is defined in the Agreement, that word or expression shall have a corresponding meaning in this report. Additional property boundary photopoints collected by Islands Trust Conservancy staff and provided in Appendix B are also considered part of this report.

The landholder (Ms. Yarrow Koontz) and biologist (Mr. Shaan Aroeste) hereby acknowledge and agree that the following report, dated Sep 20, 2024, is an accurate description of the property at 3090 George Street and the covenant area as of the reference date of this Agreement.

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1. Acknowledgements

Name	Position/Affiliation	Professional Accreditation/ Expertise	Contribution
Shaan Aroeste	Plant Ecologist	R.P.Bio.	Surveyor and report author
Yarrow Koontz	Landholder	Land steward, amateur naturalist	Wildlife observations, tour of the property
Kathryn Martell	Ecosystem Protection Specialist, Islands Trust Conservancy	R.P.Bio.	Preliminary research and site visit, background documentation

2. Property Information

The legal description of the land is: PID: 005-788-447, That Part of Lot 3, Section 5, Gabriola Island, Nanaimo District, Plan 6986, Lying to the North West of a Road Dedication by Plan 17829, Except those parts in Plans 21783 and 26145. The property has the following charges on title:

- Undersurface Rights (90132G): registered to several members of the Silva family in 1938;
- Coal TSN (DF43106): forfeited to the Crown in 1939, DF 45242
- Mortgage (BA321288)

The total size of the property is 3.34 ha. In 2023, the landholder, the Islands Trust Conservancy (ITC), and the Gabriola Land and Trails Trust (GaLTT) began the process of registering a conservation covenant on approximately 2.5 ha of the property. The covenant area covers most of the property except for two exclusion zones, referred to as non-covenant areas (NCAs), one on the east end of the property surrounding the landholder's residence and yard and one towards the west end of the property that is enclosed within the covenant area.

The property is located on the northeast part of Gabriola Island and access is by public road. The closest BC Ferries terminal is the Gabriola Island Ferry Terminal on the west side of the island, located at the west end of North Road. From there, the property can be accessed by driving 12.2km east along North Road, turning left onto Marvin Road and driving 100 m north, then turning left onto George Street.

The property is currently zoned as Small Rural Residential under the Gabriola Island Official Community Plan (Islands Trust Conservancy, 2019).

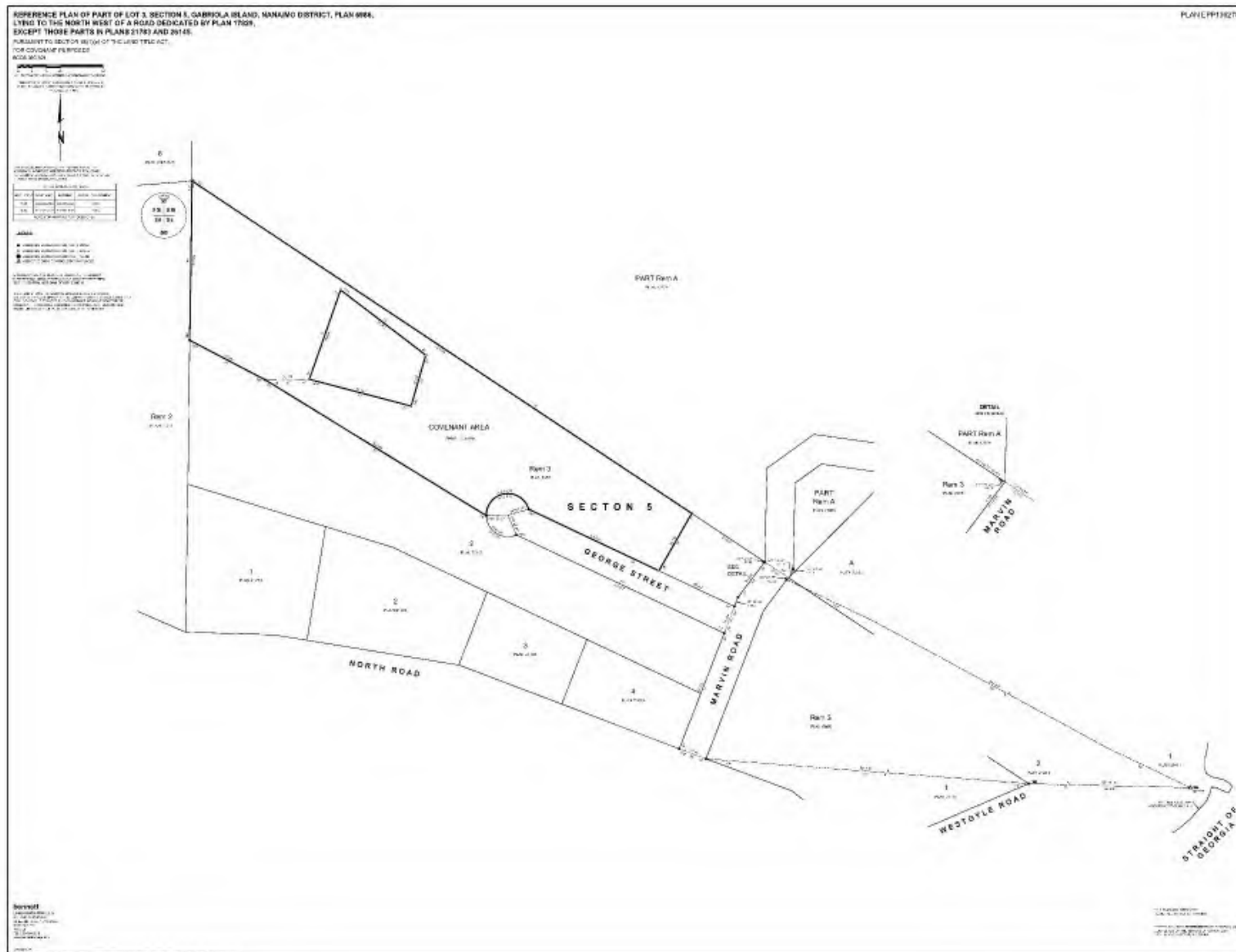


Figure 1. Reference site plan for property at 3090 George Street with covenant boundaries. Covenant boundaries in bolded line. A full-resolution version of this plan is available from the Islands Trust Conservancy.

3. Significance of the Land and Natural Amenities

The property at 3090 George Street is a narrow rectangle which runs west-northwest from the landholder's house on the east end. It widens from roughly 40 m wide on the east side, to roughly 95 m wide on the west side. The layout loosely follows a natural moist depression in the landscape, with elevated ridges lining much of the north and southwest perimeters of the property. The property is 3.34 ha in total, with approximately 2.5 ha in the covenant area.

The property is located within the coastal Douglas-fir biogeoclimatic zone, moist maritime subzone (CDFmm). This zone totals approximately 252,000 ha, or 0.27% of British Columbia's land area, mainly along Vancouver Island's southeast coast and the southern Gulf Islands. Despite the rarity of this zone in the province, over 99% of old growth CDFmm forest has been lost due to logging and land development (B.C. Ministry of Water, Land and Air Protection, 2004). The most common site series within this zone is the Douglas-fir – Salal association (CDFmm/01). Descriptions of the CDFmm subzone and of the site series can be found in Green & Klinka (1994). A full description of the ecological communities in the covenant area is found in section 9.

There are three at-risk ecological communities found in the covenant area (Table 1).

Table 1. List of red- or blue-listed ecological communities found in covenant area.

Ecological Community Name		Status		
English	Scientific	Provincial	BC List	Global
Douglas-fir / dull Oregon-grape	<i>Pseudotsuga menziesii</i> / <i>Mahonia nervosa</i>	S1 (2018)	Red	G2
western redcedar / vanilla-leaf	<i>Thuja plicata</i> / <i>Achlys triphylla</i>	S1 (2013)	Red	G1
red alder / slough sedge [black cottonwood]	<i>Alnus rubra</i> / <i>Carex obnupta</i> [<i>Populus trichocarpa</i>]	S2 (2022)	Red	G1

The northern extent of the property, along the fenceline, contains sections of one rare ecological community: Douglas-fir / dull Oregon-grape. The wetter parts of the property contain forested swamp with two rare ecological communities: Western redcedar – Vanilla leaf and Red alder – Slough sedge. High wildlife presence and browsing activity was observed here, and conditions in this area support a high diversity of plants, including some of ethnobotanical significance to local First Nations. In particular, a large cohort of healthy western redcedar (*Thuja plicata*) is found here. There is also an artificial pond near the western edge of the property which lends further habitat heterogeneity to this wetland complex. The pond supports numerous rough-skinned newts (*Taricha granulosa*). Other amphibians, including ensatina (*Ensatina eschscholtzii*), Pacific chorus frog (*Pseudacris regilla*), and the blue-listed northern

red-legged frog (*Rana aurora*), have also been seen near the pond. This swamp also contains several standing dead and dying trees with high habitat value for birds, insects, and cavity-utilizing species. Indeed, several woodpecker species were seen almost immediately during surveys. The rocky slopes on either side of the property also contain several boulders, which the landholder has observed being used as denning habitat by western river otters (*Lontra canadensis* ssp. *pacifica*) and as hibernacula by garter snakes (*Thamnophis* spp.). There are also two mossy balds which support a population of northwestern alligator lizards (*Elgaria coerulea* ssp. *principis*). This species has limited suitable habitat on Gabriola and is threatened by competition from invasive common wall lizards (*Podarcis muralis*) which have not yet been confirmed on Gabriola but are abundant in nearby Nanaimo with a rapidly expanding range (Engelstoft et al., 2020).

Table 2. List of red- or blue-listed species found in covenant area. Species were detected and identified either by the biologist during site visits or by the landholder. A full list of all wildlife species and their identifier can be found in section 13.1.

Species Name		Status				
English	Scientific	Provincial	BC List	COSEWIC	SARA	Global
Coastal western screech-owl	<i>Megascops kennicottii</i> ssp. <i>kennicottii</i>	S2S3 (2017)	Blue	T	1-T (2005)	G4G5T4 (2016)
Purple martin	<i>Progne subis</i>	S3S4B (2022)	Blue	n/a	n/a	G5 (2016)
Common nighthawk	<i>Chordeiles minor</i>	S3S5B (2022)	Blue	SC	1-SC (2023)	G5 (2016)
Little brown bat*	<i>Myotis lucifugus</i> *	S3S4 (2022)	Blue	E	1-E (2014)	G3G4 (2024)
Northern red-legged frog	<i>Rana aurora</i>	S3 (2022)	Blue	SC	1-SC (2005)	G4 (2015)

* ID uncertain. Active bats were noted during site surveys, but no capture or ultrasonic recording could confirm species.

4. Conditions at Time of Data Collection

The surveyor was on site August 13 to 15, 2024. Surveys of property features and ecological communities were conducted August 14 and 15, 2024.

Table 3. Conditions at time of data collection. All surveys were conducted by Shaan Aroeste. Each date lists the activities and weather conditions at the time of survey.

Date	Activities	Conditions	Surveyor
August 13, 2024	Received tour of property from landholder, reviewed preliminary	Overcast. Humid. 18°C.	Shaan Aroeste

	mapped features, located property and covenant boundaries.		
August 14, 2024	Measured anthropogenic structures. Surveyed and mapped ecological communities, recorded incidental wildlife observations, established photopoints.	Sunny. Few clouds. 24°C.	Shaan Aroeste
August 15, 2024	Surveyed and mapped ecological communities, recorded incidental wildlife observations, established photopoints.	Sunny. Clear sky. 20°C.	Shaan Aroeste

5. Report Methodology

Prior to surveys, a desktop exercise was conducted to review pertinent materials, namely a preliminary report from the ITC ecosystem protection specialist, the ITC baseline inventory standard, and other supporting documents and maps. Upon visiting, the landholder gave a tour of the property, highlighting boundaries, anthropogenic structures and features, known wildlife habitat, and known disturbance history. Thirty-two photopoints were established for long-term monitoring and to document baseline conditions. All photos were taken using a Google Pixel 4a smartphone and direction (in degrees) obtained using a compass. Polygons, photos, trails, and other features had UTM coordinates mapped using a handheld Garmin 60CX GPS unit. Ecological site series and communities were classified (section 9) according to Green & Klinka (1994) and community summary reports available on the BC Species & Ecosystems Explorer website (BC Conservation Data Centre, 2024). Classification was based on apparent soil moisture and nutrient regime, dominant plant species, and topography. When compiling species lists for the polygons, I elected to fully account for trace species rather than strictly representative species in order to better track the appearance or disappearance of infrequent or cryptic species and the potential proliferation of invasive species, which the landholder has worked to minimize. Soils were described according to Watson & Pennock (2016), and supplementary soils data were also obtained from the British Columbia Soil Information Finder (British Columbia Ministry of Agriculture, 2018). Maps were created using QGIS 3.28.1. Spatial data for property and covenant boundaries was provided by the ITC and by Danu van der Mark of Bennett Land Surveying Ltd.

6. Landscape Context

6.1. Surrounding Area

The covenant area is located on George Street in the northeast part of Gabriola. The property, along with a 94 hectare area mostly to the south and west of it, is zoned as Small Rural Residential. It, along with most lots in the area, is mostly forested. Despite mostly intact forests, there is little mature growth. Residential development is currently the primary threat to the area, though logging has also occurred relatively recently, including in the covenant area. Local forest stands are generally well-drained young forest with light fragmentation and some corridors for invasive species. The whole island is part of the coastal Douglas-fir biogeoclimatic zone, moist maritime subzone. Most of the area around 3090 George Street is Douglas-fir - Salal community (CDFmm/01), including a portion within the covenant area which additionally contains areas with the rare Douglas-fir – dull Oregon grape community. Unlike its drier surroundings, the covenant area features a poorly-drained depression with a large swamp. This swamp contains a number of deciduous tree species, two rare communities (western redcedar – vanilla-leaf and red alder – slough sedge), numerous healthy western redcedars, and high-value wildlife habitat.

6.2. Climate

The climate of Gabriola, along with the CDFmm subzone as a whole, is heavily influenced by the rain shadow of the Vancouver Island Ranges and the Olympic Mountains. Unlike the west coast of Vancouver Island, the east coast and the Gulf Islands are characterized by a Mediterranean-type climate, with mild, wet winters and warm, dry, sunny summers (Green & Klinka, 1994). Precipitation varies considerably throughout the year, with summers often experiencing significant droughts. July is the warmest month, with a daily mean temperature of 17.0°C, and December is the coldest month, with a daily mean temperature of 3.6°C (Environment and Climate Change Canada, 2024). Monthly precipitation averages less than 50 mm between May and September, while November through January sees approx. 150 mm of monthly precipitation. Water tables may fluctuate dramatically in low-lying areas. Swamps and other wetlands which hold standing water throughout the winter may fully dry out for long periods during the summer. Precipitation gradually recharges wetlands, streams, and groundwater when the wet season resumes, typically beginning around October.

Climate in the area is expected to shift towards hotter, drier summers with extended heat waves and droughts, and wetter, stormier winters, with greater variability overall. A report by the Regional District of Nanaimo (2023) highlights some of the modeled changes relative to a 1981-2010 baseline. Annual mean temperatures are expected to increase 2.4°C by 2050 and 3.8°C by 2080, with the greatest seasonal change (4.7°C by 2080) occurring in the summer.

Annual frost days, where temperatures dip below 0°C, are predicted to decrease from 83 to 24 by 2080, with annual snowfall similarly decreasing to a quarter of baseline levels, and annual rain increasing 35%. Annual growing season length is predicted to increase from 240 to 320 days in the same period, though droughts are also expected to intensify and impact sensitive species, such as western redcedar.

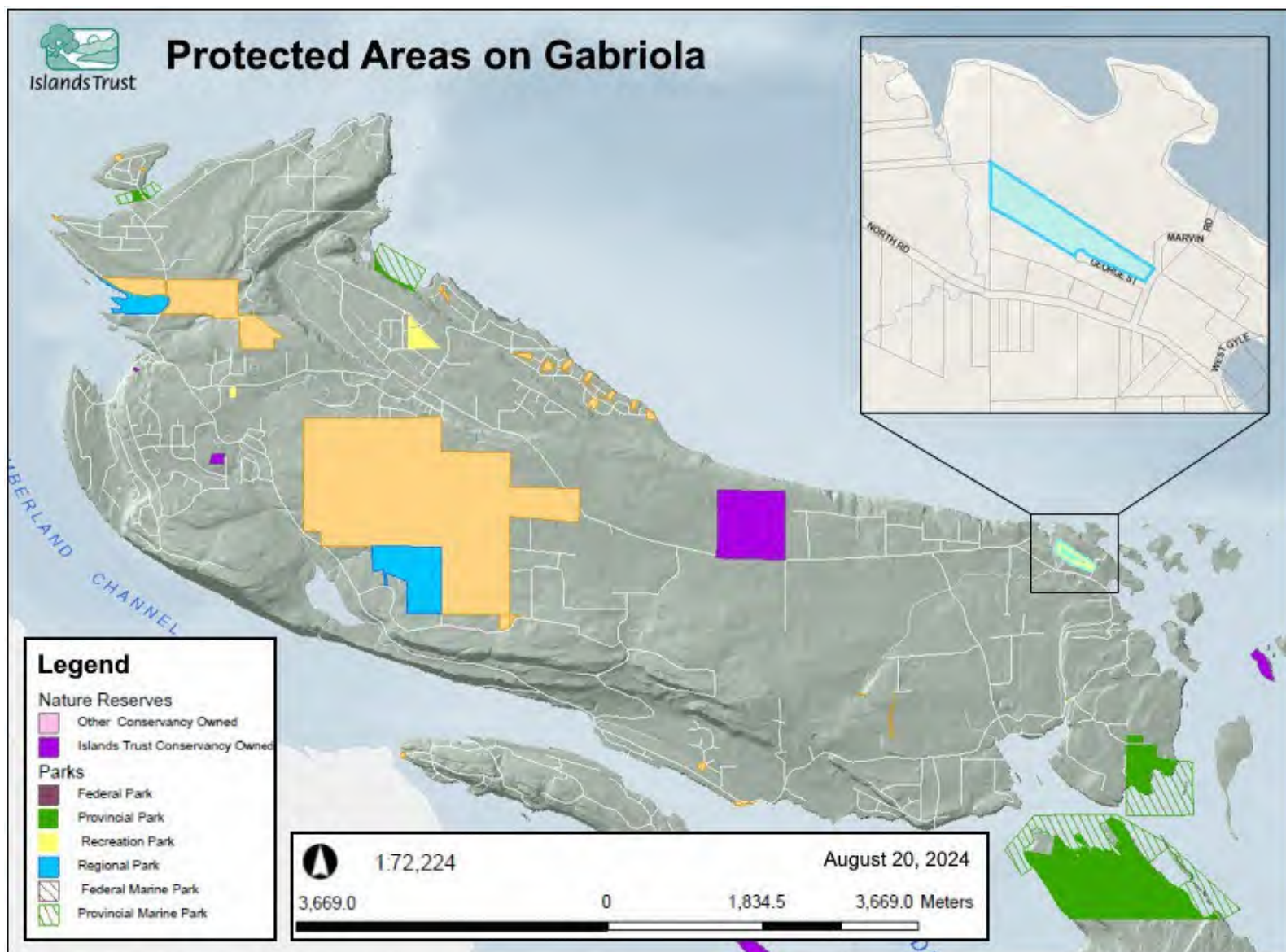


Figure 2. Location of 3090 George Street Gabriola Island. Map shows 3090 George Street (highlighted in turquoise, highlighted in blue on inset map), with nature reserves and parks on the island as of August 2024. Conservation covenants are not shown. Orange areas are local trust committee covenants (not conservation covenants). Map derived from ITC's MapIT feature (mapit.islandstrust.bc.ca).

7. Site History

7.1. First Nations Traditional Use

Gabriola Island is part of the traditional territory of the Snuneymuxw First Nation¹. The Snuneymuxw have inhabited the region around Nanaimo, including Gabriola, since time immemorial, relying on the rich marine and terrestrial resources of the area. Historically, the Snuneymuxw were highly dependent on marine resources, fishing and hunting marine mammals. They also harvested seaweed and farmed shellfish. They used plants and animals from terrestrial ecosystems for food, medicine, tools, clothing, and structural components (Gabriola Museum, 2024a). It is unknown exactly how many Snuneymuxw people lived on Gabriola before European contact, though several thousand people are estimated to have lived in the village at Senewélets, near Brickyard Beach (Littlefield, 2000). Hundreds of Snuneymuxw archeological sites and features have been documented on Gabriola, mostly along the coast, particularly the south coast. Comparatively few are known in inland, forested areas, with none known within the property at 3090 George Street. An archaeological survey was conducted on the property in 2002 which failed to detect any archaeological significance (Y. Koontz, pers. comm.). Due to the relative lack of wetlands in the northeast part of Gabriola, it is possible that Snuneymuxw gatherers were attracted to the swamp on the property to gather food, medicines, and materials from plant species which were locally rare in the surrounding dry forests, such as Pacific crab apple (*Malus fusca*), cascara (*Rhamnus purshiana*), salmonberry (*Rubus spectabilis*), and western redcedar.

European settlers first landed on Gabriola, which was initially named Gaviola, during a Spanish expedition in 1791. Other Spanish and British expeditions would continue to visit the island over the next few decades, occasionally trading with the Snuneymuxw. No permanent settlements were established until the mid-1850s, following the discovery of coal in Nanaimo in 1852 (Bowen, 2002). Driven by the desire to industrialize Nanaimo's coal deposits, the British negotiated a treaty with the Snuneymuxw in 1854 which recognized their title to land, culture, and economy throughout much of their territory. However, many stipulations in the treaty were ignored or misrepresented by British authorities, and the Snuneymuxw were prevented from owning the many lots which the land was quickly carved into, including over 100 on

¹ 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 "landholder" instead of "landowner."

Gabriola (Gabriola Museum, 2024a). The settler population on Gabriola grew slowly over the next several decades, reaching approximately 400 in the 1950s, with most settlers farming to supply the growing population in Nanaimo driven by the coal industry. The population grew more rapidly in the decades that followed, initially driven by young immigrants from the United States during the hippie movement, and later by the development of summer homes and the relocation of full-time retirees seeking a more relaxed pace of life (Gabriola Museum, 2024a).

7.2. Post-colonization History

The landholder at 3090 George Street purchased the property in 2002. It was previously owned by the Krull family for approximately 20 years, who also owned several other properties around it. It was most recently logged in 2002, just before being sold, with a cohort of older western redcedars being harvested for use in siding. The most significant old growth logging on the property likely occurred between 1918 and 1925, when the Sunrise Sawmill in nearby Silva Bay was in operation (Gabriola Museum, 2024b). The presence of springboard notches on relatively decayed large stumps in the property and the lack of most development on Gabriola before this period supports this idea. Other logging has evidently occurred between these two periods, though exact dates and harvests are unknown. At some point in the late 1900s, topsoil was stripped from much of the NCA and along a stretch of low-lying area extending west from the NCA through the covenant area to the property boundary. The topsoil, along with gravel excavated from what is now the artificial pond, was sold off-property. Parts of the NCA and an area just south of it were apparently also used to host parties and bonfires by the previous owners. There is evidence of old burns, and although most burned garbage piles have been cleaned up, some debris is occasionally found. The current landholder's home was constructed in 2007. Topsoil removed from the footprint of the house was deposited in the NCA and used in what is now the garden next to the greenhouse. The landholder began farming in 2011 and no previous history of agriculture on the property is known. Old roads on the property were still being used until the property's purchase in 2002. These have been decommissioned to all but foot traffic, except for the road from the end of George Street to the NCA. The landholder has invested considerable time into managing invasive species on the property. Of these, Scotch broom (*Cytisus scoparius*) required the most time, with Himalayan blackberry (*Rubus armeniacus*) and tansy ragwort (*Jacobea vulgaris*) also abundant. These were located throughout the property, but were particularly well-established in disturbed open areas, such as around the western NCA. English holly (*Ilex aquifolium*) and spurge laurel (*Daphne laureola*) have also persisted in small quantities, particularly in shady areas.

8. Anthropogenic Features

The covenant area was delineated to exclude most of the anthropogenic infrastructure on the property. There are two NCAs, both of which contain anthropogenic structures and features. One, roughly in the center-west of the property, features a greenhouse with an adjacent fenced garden, a storage shed and pumphouse, and a compost toilet. The other NCA occupies the easternmost part of the property and is where the primary residence of the landholder is situated, along with a smaller greenhouse, two chicken pens with electric fencing, various garden beds, footpaths, and miscellaneous yard implements. The covenant area is free of any surface structures, though it does contain disturbed or otherwise modified terrain, namely old roads, an artificial pond, a septic field, and the remains of a small outdoor bedframe near the pond that the landholder intends to remove. The landholder and biologist are not aware of any features of archaeological significance on the property, though there are known archaeological sites nearby.

Table 4. List of anthropogenic features in the covenant area. For each feature, descriptions, condition, and any corresponding photopoints are provided. It is also noted whether they fall within the covenant area or outside of it.

Feature	Description	Condition	Photopoint	Covenant
Pond	Approx. 300 m ² artificially excavated pond. Roughly square in shape. The southwest corner is the inflow, which extends east in a line approx. 10 m long and 3 m wide. The outflow is from the northwest corner, along a narrow artificial ditch running west to the property boundary. The southern edge of the pond and inflow is a wall constructed with boulders and soil. The other edges are sloped earth.	Center of pond roughly 1 m deep during the wet season and roughly 0.5 m deep during the dry season. At time of survey, depth was approx. 0.5 m, with pond margins and inflow area exposed. Pond floor is fine muddy sediment. The surface is covered in a layer of duckweed (<i>Lemna</i> sp.). Numerous rough-skinned newts inhabit the pond.	PPA12	Yes
Log pile	A pile of logs stacked from deadfall by the previous owners. 6.5 m x 4.5 m.	In varying stages of decay, but mostly early decomposition. Anthropogenic in origin but will be left in covenant as coarse woody debris and habitat feature.	PPA03	Yes
Septic field	A septic field with a capped mound. Approx. 9 m x 7 m.	Unclear when it was constructed. The exact		Yes

		dimensions are uncertain and the soil on top is heavily vegetated with bracken (<i>Pteridium aquilinum</i>). The septic field is described in more detail in Appendix B.		
Fencing	Metal fencing runs along the full extent of the northern edge of the property. Fencing also encloses the house and yard.	The fence along the north edge is owned and maintained by the neighbouring landholder(s). ITC has confirmed that the fenceline follows the property boundary accurately, at times deviating only slightly from the true boundary into the neighbouring property (K. Martell, pers. comm.). The western and southern edges of the property are not fenced, though there are rusted traces of an old metal fence along the western edge. There is a wooden front gate south of the house on George Street, and another wooden gate at the end of the trail northwest of the house.	PPN10, PPN11	No
Old roads	Several old roads throughout property, once used for logging and potentially other uses. Typically 1.5 to 2.5 m width (defined as the portion that is visibly compacted and disturbed and mostly clear of vegetation, excluding weedy species), averaging approx. 1.9 m width.	Of variable age and in varying stages of succession. Some now largely vegetated, others still with exposed gravel. The road leading from the west end of George Street to the NCA is in the most degraded condition. The road from George Street running north-northwest into polygon 003 has largely been passively reclaimed.	PPA02, PPA06b, PPN02	Most
Trails	Two footpaths throughout property. Typically 0.3 to 1.5 m wide. The trail in the northwest part of the property averages approx. 0.5 m wide. The trail	The wider eastern trail appears to have once been part of the road network used to log the	PPN05, PPN12, PPN15, PPN17	Yes

	leading from the house to the central NCA averages approx. 1.2 m wide. These two trails have been separated from the old roads features as they are distinctly narrower and less degraded than those mapped as road.	property. The soil here is still compacted, and several weedy species are established along its margins, though it is undergoing passive restoration and is now partly vegetated with a developing substrate of moss and humus. The northwest trail is of minimal impact and passes through areas of already-sparse understory.		
Excavated drainages	A narrow, excavated drainage channel, averaging approx. 0.6 m wide and 0.2 m deep runs along the southern edge of the road between George Street and the NCA, before diverging and following the north edge of polygon 002 northwest, draining into the artificial pond. The drainage in the pond outflow is dug much deeper, approximately 1 m. A smaller dug channel, approx. 0.3 m wide and 0.15 m deep, runs from the forested edge of the yard westward into the east side of polygon 003.	The drainage is fed primarily by a swamp on the western edge of polygon 003 next to and along the old road. There is beaver activity and partial damming of the pond outflow drainage channel.	PPA12	Yes

9. Inventory by Ecological Community

Ecological community data collection in the covenant area took place August 14 – 15, 2024. Project budgets and timelines did not permit multiple site visits during other times of year. The species lists for both vegetation and wildlife may therefore be biased towards mid-late summer species and may underrepresent or omit certain taxa, such as migratory birds or herbaceous annual plants that flower and senesce early in the growing season. The plant assemblages documented in this section are not static and can be expected to change through ecological succession and potential future disturbance. They reflect only the conditions at the time of survey. The ecological communities below are those named and described according to Green & Klinka (1994) and the B.C. Conservation Data Centre (2024). Province-level conservation status ranks (e.g., S1) are those assigned by NatureServe.

Polygon ID:	001
Ecological Community:	75% Douglas-fir – Salal 25% Douglas-fir – dull Oregon grape (S1)
Classification:	CDFmm/01

Structural Stage:	5 – Young Forest
Status (BC List):	Red listed
Photopoint(s):	PPN01, PPN02, PPN03, PPN04, PPN10, PPN11, PPN12, PPN13
Ecological Community Description:	Healthy submesic to mesic young forest. Poor to medium nutrient regime. Stand composed primarily of young Douglas-fir (<i>Pseudotsuga menziesii</i>) nearing maturity, a few mature individuals retained since logging occurred. Smaller, similarly aged cohort of western redcedar present but lacking mature trees. Smaller amounts of arbutus (<i>Arbutus menziesii</i>), big-leaf maple (<i>Acer macrophyllum</i>), and grand fir (<i>Abies grandis</i>) consisting of mostly young trees present. The understory is dominated by salal (<i>Gaultheria shallon</i>) and dull Oregon grape (<i>Mahonia nervosa</i>) in sections, and open, mossy, and undeveloped in other sections. Parts of the polygon containing characteristics of the Douglas-fir – dull Oregon grape community are distributed throughout but generally centered in the covenant area immediately northwest, north, and northeast of the west NCA. Soils contain a thin but dark, well-decomposed organic layer overlaying loamy sand to sandy loam mixed with a high proportion of gravels. This community primarily occupies a band running east-west along the property's north boundary, wider on the west side and tapering to an end near the east edge of the property. It mostly overlays a rocky, sloped, southern-aspect ridge which levels out towards the east edge of the covenant boundary.
Disturbance Notes:	Some fire damage on older Douglas-firs, but no evidence of recent fire. Stand appears to have been heavily logged by previous landholders at some point in the mid-late 1900s. Cedars are generally healthy, though not as healthy as those in polygon 003, which has a significantly wetter moisture regime.
Anticipated Change/Succession:	Ongoing maturation of stand. Tree species composition is unlikely to change significantly. As self-thinning continues and canopy gaps open, a new cohort of trees is likely to begin establishing itself soon.
Wildlife Observations:	The landholder has reported seeing numerous northwestern alligator lizards and garter snakes on the rocky balds on the southern edge of the polygon in and near the NCA. Western river otters have been observed denning between the many large boulders in this part of the property. Columbia black-tailed deer (<i>Odocoileus hemionus</i> ssp. <i>columbianus</i>) were active in this polygon. A sharp-shinned hawk (<i>Accipiter striatus</i>) was observed here during surveys. Hairy woodpeckers (<i>Dryobates villosus</i>) were also observed feeding on Douglas-firs in this community. See section 13.1 for a full list of wildlife species on the property.

Vegetation Species (* denotes non-native)	Percent Cover (%)					Notes (001)
	Main Canopy*	Secondary Canopy*	Shrub Layer**	Herb Layer**	Moss, Lichen Layer**	
<i>Pseudotsuga menziesii</i> (Douglas-fir)	50	15	1			Mostly nearing maturity, a few older individuals present.

<i>Thuja plicata</i> (western redcedar)	10	5	1			
<i>Abies grandis</i> (grand fir)	2	1	3			Cohort of mature trees, several young fir regenerating in open, compacted areas.
<i>Arbutus menziesii</i> (arbutus)	1	T	T			
<i>Quercus garryana</i> (Garry oak)			T			Few seedlings in non-covenant area.
<i>Acer macrophyllum</i> (big-leaf maple)	1	1	T			One large mature tree.
<i>Alnus rubra</i> (red alder)		T				
<i>Taxus brevifolia</i> (Pacific yew)		T				Single tree.
<i>Gaultheria shallon</i> (salal)			30			
<i>Mahonia nervosa</i> (dull Oregon grape)			12			Unevenly distributed
<i>Holodiscus discolor</i> (oceanspray)			3			
<i>Rosa gymnocarpa</i> (baldhip rose)			1			
* <i>Ilex aquifolium</i> (holly)			T			
<i>Lonicera hispidula</i> (pink honeysuckle)			T			
* <i>Rubus armeniacus</i> (Himalayan blackberry)			T			
* <i>Rubus laciniatus</i> (cutleaf blackberry)			T			
<i>Rubus ursinus</i> (trailing blackberry)			T			
* <i>Cytisus scoparius</i> (Scotch broom)			T			Few seedlings, mostly in poor health.
<i>Amelanchier alnifolia</i> (Saskatoon)			T			
<i>Vaccinium parvifolium</i> (red huckleberry)			1			
<i>Polystichum munitum</i> (western sword fern)				2		
* <i>Mycelis muralis</i> (wall lettuce)				T		
<i>Galium triflorum</i> (fragrant bedstraw)				T		
<i>Lysimachia latifolia</i> (western starflower)				T		
<i>Adenocaulon bicolor</i> (American trailplant)				T		
<i>Pteridium aquilinum</i> (bracken)				T		
<i>Trisetum cernuum</i> (nodding trisetum)				1		
<i>Luzula comosa</i> (Pacific woodrush)				T		
<i>Anisocarpus madioides</i> (woodland madia)				T		
* <i>Jacobea vulgaris</i> (tansy ragwort)				T		
<i>Moehringia macrophylla</i> (largeleaf sandwort)				T		
<i>Danthonia californica</i> (California oatgrass)				T		
<i>Campanula scouleri</i> (Scouler's harebell)				T		
<i>Clinopodium douglasii</i> (yerba buena)				1		
<i>Goodyera oblongifolia</i> (western rattlesnake plantain)				T		

<i>Kindbergia oregana</i> (Oregon beaked moss)					50	
<i>Rhytidiadelphus loreus</i> (lanky moss)					T	
<i>Hylocomiadelphus triquetrus</i> (rough goose neck moss)					3	
<i>Hylocomium splendens</i> (stairstep moss)					1	
Other moss spp.					5	
Cover by Layer (%)	64	22	52	4	59	Total Canopy Cover: 70-80%

*Codominant trees, main layer of tree cover.

+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 15m tall

*+All bryophytes, terrestrial lichens and liverworts

T stands for Trace or less than 1%

Polygon ID:	002
Ecological Community:	Douglas-fir – Grand fir – dull Oregon grape
Classification:	CDFmm/04
Structural Stage:	5 – Young Forest
Status (BC List):	Yellow
Photopoint(s):	PPN14, PPN15, PPA06b, PPA13
Ecological Community Description:	Healthy mesic young forest. Medium to occasionally rich nutrient regime. Stand composed primarily of young western redcedar with significant cohort of Douglas-fir, particularly on rocky slopes. Trees in this stand are nearing maturity. Self-thinning is evident, though a secondary age cohort is not yet well-established. Several mature big-leaf maples are scattered along the southern edge of the polygon, with a trace number of young maples and red alders (<i>Alnus rubra</i>) in the understory. Mature grand firs are few, though a number of younger shrub-sized firs are present. The understory is dominated by salal, dull Oregon grape, and western sword fern. This polygon mostly follows the sloped portion along the southwest edge of the property, from the west end of George Street to the west edge of the property. It also includes a forested portion of the drainage depression and part of the sloped forest on the other side of the depression. Soils are generally sandy loam to loam with less gravel and a darker, richer, thicker organic layer than in polygon 001. The terrain is variable and includes slope crest, rocky benches, and toe.
Disturbance Notes:	The steeper slope makes for less stable terrain and a few trees have fallen over after failing to find stable rooting. Stand appears to have been heavily logged by previous landholders at some point in the mid-late 1900s. Cedars are generally healthy, though not as healthy as those in polygon 003, which has a significantly wetter moisture regime.
Anticipated Change/Succession:	Ongoing maturation of stand. Big-leaf maples in this polygon can be expected to die off as conifers mature. Intensifying droughts expected under future climate change may shift the dominant tree species from western redcedar to Douglas-fir. As self-thinning continues and canopy gaps open, a new cohort of trees is likely to begin establishing itself soon.

Wildlife Observations:	The landholder has reported seeing western river otters denning in between the many large boulders in this polygon. They have also reported beaver (<i>Castor canadensis</i>) activity in the artificial pond's outflow on the western edge of the property. American red squirrels (<i>Tamiasciurus hudsonicus</i>) appeared to be highly active in this polygon. See section 13.1 for a full list of wildlife species on the property.
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Vegetation Species (* denotes non-native)	Percent Cover (%)					Notes (002)
	Main Canopy*	Secondary Canopy ⁺	Shrub Layer**	Herb Layer ⁺⁺	Moss, Lichen Layer* ⁺	
<i>Pseudotsuga menziesii</i> (Douglas-fir)	15	3	T			
<i>Thuja plicata</i> (western redcedar)	40	5	T			
<i>Abies grandis</i> (grand fir)	2	1	2			Mostly younger saplings.
<i>Acer macrophyllum</i> (big-leaf maple)	6	T	T			
<i>Alnus rubra</i> (red alder)	T	T				
<i>Gaultheria shallon</i> (salal)			50			Consistently dense salal growth throughout much of forest.
<i>Mahonia nervosa</i> (dull Oregon grape)			10			
<i>Holodiscus discolor</i> (oceanspray)			3			
<i>Rosa gymnocarpa</i> (baldhip rose)			T			
* <i>Ilex aquifolium</i> (holly)			T			
<i>Lonicera hispidula</i> (pink honeysuckle)			T			
* <i>Rubus armeniacus</i> (Himalayan blackberry)			T			
* <i>Rubus laciniatus</i> (cutleaf blackberry)			T			
<i>Rubus spectabilis</i> (salmonberry)			T			
<i>Rubus ursinus</i> (trailing blackberry)			T			
<i>Vaccinium parvifolium</i> (red huckleberry)			T			
<i>Polystichum munitum</i> (western sword fern)				10		
<i>Dryopteris expansa</i> (spiny wood fern)				T		
* <i>Mycelis muralis</i> (wall lettuce)				T		
<i>Galium triflorum</i> (fragrant bedstraw)				T		
<i>Lysimachia latifolia</i> (western starflower)				T		
<i>Adenocaulon bicolor</i> (American trailplant)				T		
<i>Pteridium aquilinum</i> (bracken)				T		
<i>Anisocarpus madioides</i> (woodland mardia)				T		
* <i>Jacobea vulgaris</i> (tansy ragwort)				T		
* <i>Holcus lanatus</i> (Yorkshire fog)				T		
<i>Goodyera oblongifolia</i> (western rattlesnake plantain)				T		

<i>Campanula scouleri</i> (Scouler's harebell)				T		
<i>Trisetum cernuum</i> (nodding trisetum)				T		
* <i>Leucanthemum vulgare</i> (oxeye daisy)				T		
* <i>Cirsium vulgare</i> (bull thistle)				T		
<i>Kindbergia oregana</i> (Oregon beaked moss)					30	
<i>Rhytidiadelphus loreus</i> (lanky moss)					3	
<i>Leucolepis acanthoneuron</i> (Menzies' tree moss)					5	
<i>Hylocomium splendens</i> (stairstep moss)					3	
Other moss spp.					8	
Cover by Layer (%)	63	9	65	10	49	Total Canopy Cover: 60-70%

*Codominant trees, main layer of tree cover.

+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 15m tall

*+All bryophytes, terrestrial lichens and liverworts

T stands for Trace or less than 1%

Polygon ID:	003
Ecological Community:	90% Western redcedar – Vanilla-leaf (S1) 10% Red alder - Slough sedge (S2)
Classification:	CDFmm/12
Structural Stage:	5 – Young Forest
Status (BC List):	Red listed
Photopoint(s):	PPN05, PPN06, PPN07, PPN08, PPN16, PPN17, PPA02, PPA06b
Ecological Community Description:	Healthy mesic to subhygric young forest. Medium to rich nutrient regime. The stand is dominated by unusually healthy western redcedars, with a smaller proportion of Douglas-fir and grand fir. Conifers are nearing maturity, though generally appear slightly younger than in the rest of the property. Deciduous trees are more abundant in this polygon, particularly red alders. There are also a few big-leaf maples of variable age and one large black cottonwood (<i>Populus trichocarpa</i>). Self-thinning is evident. There is a variable understory dominated by medium-nutrient shrub assemblages (salal, salmonberry, and western sword fern) in some parts, higher-nutrient herbaceous assemblages in others, and open moss and organic layers in others. Much of this polygon is swamp, drying out in the summer but with standing water for much of the rest of the year. This polygon occupies most of the southern part of the property, running from the house to the NCA. On its northern edge, it is roughly delineated from polygon 001 by a trail running from the NCA to the house. The swamp portions of the polygon are generally along the southern edge, with drainage running from east to west. Areas of Red alder – Slough sedge community are present in the southeast corner of the covenant area and in the drainage just east of the artificial pond. Smaller microsites of this community are present in the area around the east end of George Street. Soils in this polygon are generally clay loam with prominent

	mottling in richer, wetter areas, and trend towards sandy loam with a more pronounced humus layer in more mesic areas.
Disturbance Notes:	Large Douglas-fir and western redcedar stumps indicate historic logging. More recent logging seems to have occurred at some point in the mid-late 1900's, leaving no mature trees. There are also a few small openings where die-offs have occurred, primarily of red alder and grand fir. Many dead and dying grand firs show signs of severe infection by purplepore bracket fungus (<i>Trichaptum abietinum</i>).
Anticipated Change/Succession:	Ongoing maturation of stand. Most red alders in the stand are nearing maturity and will likely be succeeded by increased conifer cover. As self-thinning continues and other canopy gaps open, a new cohort of western redcedar and other conifers is likely to begin establishing itself soon.
Wildlife Observations:	This polygon attracts significant activity from Columbia black-tailed deer, with several deer seen during surveys. A high density of deer pellets and signs of intense browsing of understory vegetation were also noted (Photo 05). Raccoons (<i>Procyon lotor</i>) were detected here during surveys. See section 13.1 for a full list of wildlife species on the property.

Vegetation Species (* denotes non-native)	Percent Cover (%)					Notes (003)
	Main Canopy*	Secondary Canopy*	Shrub Layer**	Herb Layer**	Moss, Lichen Layer**	
<i>Pseudotsuga menziesii</i> (Douglas-fir)	10	2	T			
<i>Thuja plicata</i> (western redcedar)	40	8	T			
<i>Abies grandis</i> (grand fir)	4	1	2			
<i>Acer macrophyllum</i> (big-leaf maple)	4	1	T			
<i>Alnus rubra</i> (red alder)	8	4	T			
<i>Populus trichocarpa</i> (black cottonwood)	1					
<i>Gaultheria shallon</i> (salal)			50			
<i>Mahonia nervosa</i> (dull Oregon grape)			2			
<i>Holodiscus discolor</i> (oceanspray)			T			
<i>Rhamnus purshiana</i> (cascara)			1			
<i>Malus fusca</i> (Pacific crab apple)			T			
* <i>Ilex aquifolium</i> (holly)			T			
<i>Salix scouleriana</i> (Scouler's willow)			T			
* <i>Rubus armeniacus</i> (Himalayan blackberry)			3			
* <i>Rubus laciniatus</i> (cutleaf blackberry)			T			
<i>Rubus spectabilis</i> (salmonberry)			5			
<i>Rubus ursinus</i> (trailing blackberry)			T			
<i>Vaccinium parvifolium</i> (red huckleberry)			1			
<i>Symphoricarpos albus</i> (common snowberry)			T			
<i>Polystichum munitum</i> (western sword fern)				5		
<i>Dryopteris expansa</i> (spiny wood fern)				1		

* <i>Mycelis muralis</i> (wall lettuce)				T		
<i>Galium triflorum</i> (fragrant bedstraw)				T		
<i>Lysimachia latifolia</i> (western starflower)				T		
<i>Adenocaulon bicolor</i> (American trailplant)				T		
<i>Pteridium aquilinum</i> (bracken)				3		
<i>Oenanthe sarmentosa</i> (water parsley)				T		
<i>Myosotis laxa</i> (bay forget-me-not)				T		
<i>Mentha canadensis</i> (Canada mint)				T		
<i>Lysichiton americanus</i> (skunk cabbage)				T		
<i>Juncus effusus</i> (soft rush)				1		
<i>Carex obnupta</i> (slough sedge)				3		
<i>Erythranthe ptilota</i> (wing-leaf monkeyflower)				T		
<i>Veronica americana</i> (American brooklime)				T		
<i>Stellaria crispa</i> (crisp starwort)				T		
<i>Fragaria vesca</i> (woodland strawberry)				T		
* <i>Rumex acetosella</i> (sheep's sorrel)				T		
<i>Linnaea borealis</i> (twinflower)				T		
* <i>Cirsium arvense</i> (creeping thistle)				T		
<i>Anaphalis margaritaceae</i> (pearly everlasting)				T		
* <i>Dactylis glomerata</i> (orchard grass)				T		
<i>Equisetum telmateia</i> (giant horsetail)				1		
<i>Glyceria striata</i> (fowl mannagrass)				T		
<i>Carex deweyana</i> (Dewey's sedge)				T		
<i>Equisetum arvense</i> (field horsetail)				T		
* <i>Cerastium glomeratum</i> (sticky mouse-ear chickweed)				T		
<i>Epilobium ciliatum</i> (fringed willowherb)				T		
* <i>Phalaris arundinacea</i> (reed canarygrass)				T		
<i>Carex arcta</i> (northern clustered sedge)				T		
<i>Carex hendersonii</i> (Henderson's sedge)				T		
* <i>Jacobea vulgaris</i> (tansy ragwort)				T		
<i>Stachys chamissonis</i> (coastal hedge-nettle)				T		
* <i>Holcus lanatus</i> (Yorkshire fog)				T		
* <i>Agrostis capillaris</i> (colonial bentgrass)				3		
* <i>Ranunculus repens</i> (creeping buttercup)				T		
<i>Struthiopteris spicant</i> (deer fern)				T		
* <i>Prunella vulgaris</i> (common selfheal)				T		
* <i>Hypochaeris radicata</i> (common cat's-ear)				T		
* <i>Leucanthemum vulgare</i> (oxeye daisy)				T		
<i>Poa palustris</i> (swamp meadow-grass)				1		
<i>Trisetum cernuum</i> (nodding trisetum)				T		

<i>Clinopodium douglasii</i> (yerba buena)				T		
<i>Juncus ensifolius</i> (dagger rush)				T		
<i>Cardamine</i> sp. (bittercress sp.)				T		
<i>Kindbergia oregana</i> (Oregon beaked moss)					25	
<i>Rhytidiadelphus loreus</i> (lanky moss)					T	
<i>Rhytidiopsis robusta</i> (pipecleaner moss)					T	
<i>Hylocomium splendens</i> (stairstep moss)					T	
<i>Hylocomiadelphus triquetrus</i> (rough goose neck moss)					T	
<i>Dicranum</i> sp. (forkmoss sp.)					T	
<i>Atrichum selwynii</i> (Selwyn's smoothcap)					T	
<i>Pseudoisothecium stoloniferum</i> (cat's tail moss)					1	
<i>Porella navicularis</i> (tree ruffle liverwort)					T	
Other moss spp.					3	
Cover by Layer (%)	67	16	64	18	29	Total Canopy Cover: 70-80%

*Codominant trees, main layer of tree cover.

+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 15m tall

*+All bryophytes, terrestrial lichens and liverworts

T stands for Trace or less than 1%

10. Maps

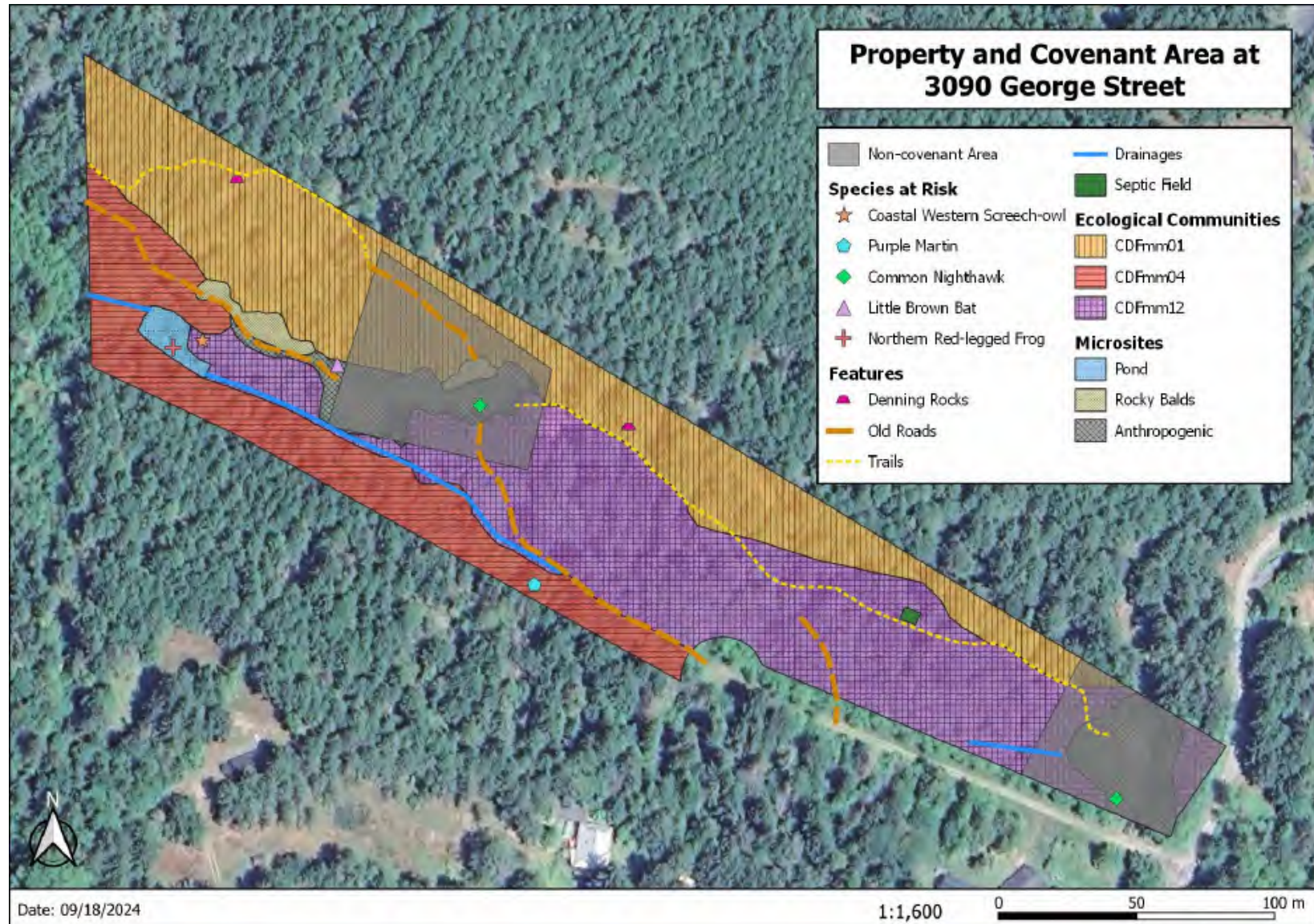


Figure 3. Property at 3090 George Street with covenant area, features, ecological communities, microsites, and species at risk locations. Species at risk were recorded by the landholder, excepting purple martin, which was recorded by the biologist.

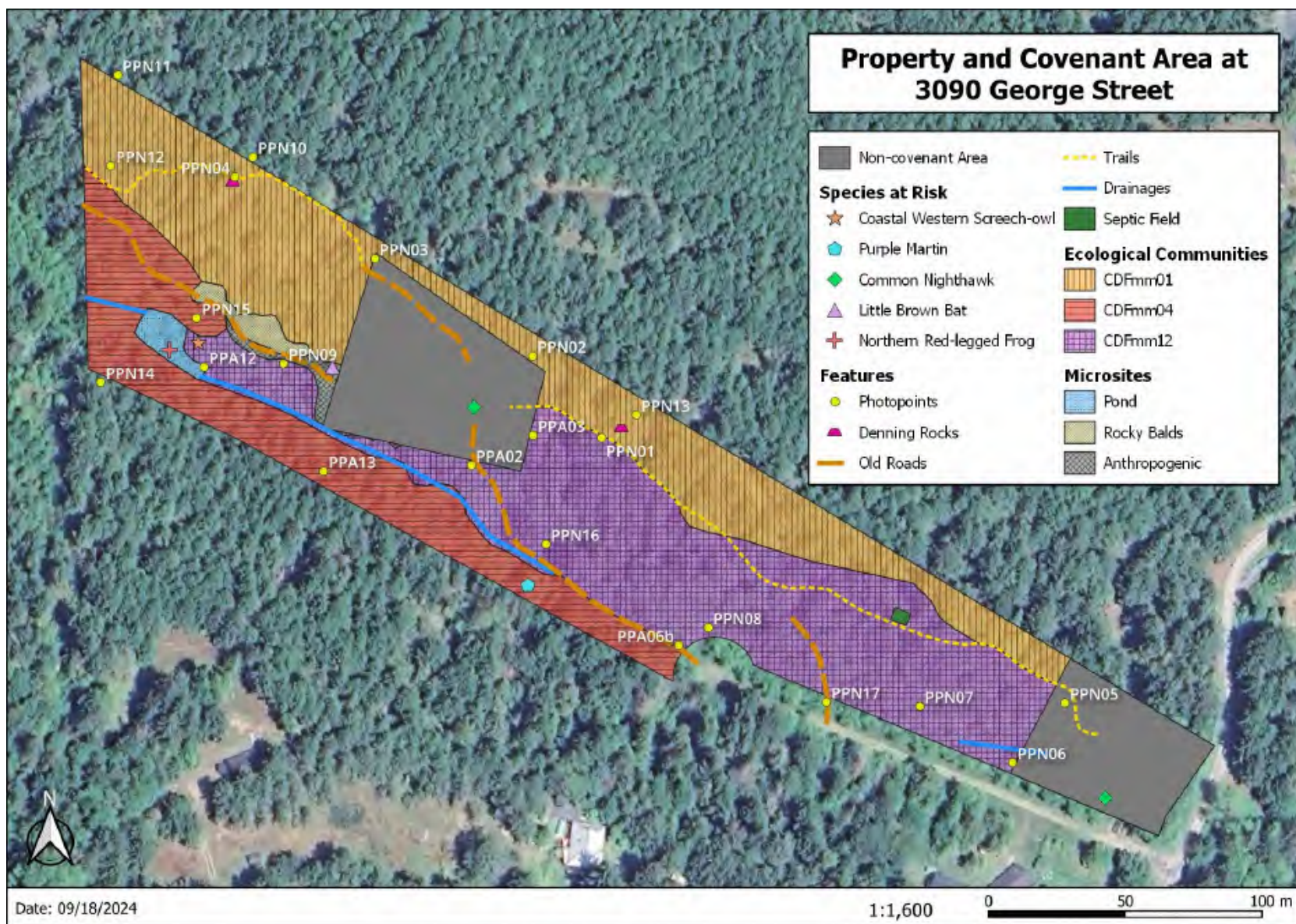


Figure 4. Photopoints at 3090 George Street. Covenant area, features, species at risk, ecological communities, and microsites are shown for reference.

11. Photopoints

Table 5. List of photopoints. PPA refers to photopoints showcasing anthropogenic features, while PPN refers to those showcasing natural features. All UTM's are in zone 10N and all directions are in degrees representing the direction the camera was pointed. Supplementary photos P04 through P06 are described in Appendix A. All photos included in Appendix A were taken by Shaan Aroeste. Photos in Appendix B were taken by ITC staff.

Photopoint	UTM E	UTM N	Direction (°)	Date	Notes
PPA02	448317	5445050	150	2024-08-13	Old road and moist clearing between NCA and George Street.
PPA03	448340	5445060	35	2024-08-13	Log pile just east of NCA.
PPA06b	448390	5444981	300	2024-08-14	End of George Street at property boundary, facing west.
PPA12	448221	5445090	305	2024-08-14	Facing towards artificial pond from inflow.
PPA13	448263	5445050	25	2024-08-14	Facing N towards garden and moist clearing along drainage. From ridge along polygon 002.
PPN01	448365	5445058	60	2024-08-13	Boulders in polygon 001 near fenceline. Otter denning habitat.
PPN02	448341	5445089	275	2024-08-13	Upper cleared area in northeast corner of NCA.
PPN03	448285	5445127	295	2024-08-13	Beginning of northwest trail at old road end.
PPN04	448235	5445159	100	2024-08-13	Otter denning rocks near fenceline.
PPN05	448530	5444954	305	2024-08-14	Trail west at side yard gate.
PPN06	448510	5444933	285	2024-08-14	Facing E at southwest corner of covenant area. Wetter, richer part of polygon 003. Alder stand with slough sedge. Large cascara.
PPN07	448477	5444955	75	2024-08-14	Moist alder patch.
PPN08	448401	5444987	330	2024-08-14	Moist alder and <i>Glyceria striata</i> patch.
PPN09	448250	5445090	205	2024-08-14	Mossy bald in cleared portion of covenant area.
PPN10	448242	5445166	265	2024-08-14	North fenceline, facing NW.
PPN11	448194	5445198	110	2024-08-14	NW corner of property, facing SE.
PPN12	448190	5445165	90	2024-08-14	West property boundary facing SE.
PPN13	448378	5445066	90	2024-08-14	Representative habitat for polygon 001. Fenceline facing E.
PPN14	448183	5445086	75	2024-08-14	Representative habitat for polygon 002. Southwest corner of property, facing east.
PPN15	448219	5445108	275	2024-08-14	Grand fir regen on old road in cleared portion of covenant.
PPN16	448343	5445020	50	2024-08-15	Moist clearing with horsetail and thistle.
PPN17	448443	5444958	355	2024-08-15	Representative habitat for polygon 003. The mostly-reclaimed old road leading N-NW from George Street is visible centre-left.

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13. Appendix A

13.1. Wildlife Species List

Table 6. Full list of wildlife species observed on the property. Each species is noted to have been detected either by the landholder or the biologist during site surveys, or both. Provincially blue listed species are coloured in blue and their provincial NatureServe rank is also noted in the name.

Common Name	Scientific Name	Detected by	
		Landholder	Biologist
Birds			
Mallard	<i>Anas platyrhynchos</i>	x	
Sharp-shinned hawk	<i>Accipiter striatus</i>	x	x
Barred owl	<i>Strix varia</i>	x	x
Coastal western screech-owl (S2S3)	<i>Megascops kennicottii</i> ssp. <i>kennicottii</i>	x	
Turkey vulture	<i>Cathartes aura</i>	x	x
Red-tailed hawk	<i>Buteo jamaicensis</i>	x	
Bald eagle	<i>Haliaeetus leucocephalus</i>	x	
American kestrel	<i>Falco sparverius</i>	x	
Osprey	<i>Pandion halietus</i>		x
California quail	<i>Callipepla claifornica</i>	x	
Violet-green swallow	<i>Tachycineta thalassina</i>	x	x
Belted kingfisher	<i>Megaceryle alcyon</i>	x	
Anna’s hummingbird	<i>Calypte anna</i>	x	x
Rufous hummingbird	<i>Selasphorus rufus</i>	x	
Northern flicker	<i>Colaptes auratus</i>	x	x
Pileated woodpecker	<i>Dryocopus pileatus</i>	x	x
Red-breasted sapsucker	<i>Sphyrapicus ruber</i>	x	x
Hairy woodpecker	<i>Dryobates villosus</i>	x	x
Western kingbird	<i>Tyrannus verticalis</i>	x	
Alder flycatcher	<i>Empidonax alnorum</i>	x	
Western flycatcher	<i>Empidonax difficilis</i>	x	x
Tree swallow	<i>Tachycineta bicolor</i>	x	
Purple martin (S3S4B)	<i>Progne subis</i>		x
Steller’s jay	<i>Cyanocitta stelleri</i>	x	
Common raven	<i>Corvus corax</i>	x	x
Black-capped chickadee	<i>Poecile atricapillus</i>	x	
Chestnut-backed chickadee	<i>Poecile rufescens</i>	x	x
Red-breasted nuthatch	<i>Sitta canadensis</i>	x	x

Pacific wren	<i>Troglodytes pacificus</i>	x	x
American robin	<i>Turdus migratorius</i>	x	
Varied thrush	<i>Ixoreus naevius</i>	x	
Swainson's thrush	<i>Catharus ustulatus</i>	x	
Golden-crowned kinglet	<i>Regulus satrapa</i>	x	
Ruby-crowned kinglet	<i>Corthylio calendula</i>	x	
Cedar waxwing	<i>Bombycilla cedrorum</i>	x	
European starling	<i>Sturnus vulgaris</i>	x	
Warbling vireo	<i>Vireo gilvus</i>	x	
Orange-crowned warbler	<i>Leiothlypis celata</i>	x	
Yellow warbler	<i>Setophaga petechia</i>	x	
Western tanager	<i>Piranga ludoviciana</i>	x	
American gold finch	<i>Spinus tristis</i>	x	
Pine siskin	<i>Spinus pinus</i>	x	x
Spotted towhee	<i>Pipilo maculatus</i>	x	x
House sparrow	<i>Passer domesticus</i>	x	
Song sparrow	<i>Melospiza melodia</i>	x	x
American tree sparrow	<i>Spizelloides arborea</i>	x	
Fox sparrow	<i>Passerella iliaca</i>	x	
Dark-eyed junco	<i>Junco hyemalis</i>	x	
Common nighthawk (S3S5B)	<i>Chordeiles minor</i>	x	
Red crossbill	<i>Loxia curvirostra</i>		x
Mammals			
Little brown bat (S3S4)	<i>Myotis lucifugus</i>	x	
American red squirrel	<i>Tamiasciurus hudsonicus</i>	x	x
Western river otter	<i>Lontra canadensis</i> ssp. <i>pacifica</i>	x	
Common raccoon	<i>Procyon lotor</i>	x	x
Columbian black-tailed deer	<i>Odocoileus hemionus</i> ssp. <i>columbianus</i>	x	x
American mink	<i>Neogale vison</i>	x	
American beaver	<i>Castor canadensis</i>	x	
Reptiles & Amphibians			
Northwestern alligator lizard	<i>Elgaria coerulea</i> ssp. <i>principis</i>	x	
Garter snake	<i>Thamnophis</i> spp.	x	
Northern red-legged frog (S3)	<i>Rana aurora</i>	x	
Pacific chorus frog	<i>Pseudacris regilla</i>	x	
Rough-skinned newt	<i>Taricha granulosa</i>	x	
Ensatina	<i>Ensatina eschscholtzii</i>	x	

13.2. Photos



Photopoint PPA02: Old road and moist clearing between NCA and George Street.



Photopoint PPA03: Log pile just east of NCA.



Photopoint PPA06b: End of George Street at property boundary, facing west.



Photopoint PPA12: Facing towards artificial pond from inflow.



Photopoint PPA13: Facing N towards garden and moist clearing along drainage. From ridge along polygon 002.



Photopoint PPN01: Boulders in polygon 001 near fenceline. Otter denning habitat.



Photopoint PPN02: Upper cleared area in northeast corner of west NCA, facing west along north NCA boundary.



Photopoint PPN03: Beginning of northwest trail at old road end.



Photopoint PPN04: Otter denning rocks near fenceline.



Photopoint PPN05: Trail west at side yard gate, facing west. Approximate east NCA boundary.



Photopoint PPN06: Facing E at southwest corner of covenant area. Wetter, richer part of polygon 003. Alder stand with slough sedge. Large cascara.



Photopoint PPN07: Moist alder patch.



Photopoint PPN08: Moist alder and fowl mannagrass (*Glyceria striata*) patch.



Photopoint PPN09: Mossy bald in cleared portion of covenant area.



Photopoint PPN10: North fenceline, facing NW.



Photopoint PPN11: Approximate NW corner of property, facing SE.



Photopoint PPN12: Approximate west property boundary facing SE.



Photopoint PPN13: Representative habitat for polygon 001. Fenceline facing E.



Photopoint PPN14: Representative habitat for polygon 002. Southwest corner of property, facing east.



Photopoint PPN15: Grand fir regeneration on old road in cleared portion of covenant.



Photopoint PPN16: Moist clearing with horsetail and thistle.



Photopoint PPN17: Representative habitat for polygon 003. The mostly-reclaimed old road leading N-NW from George Street is visible centre-left.



Photo P04: Old-growth stumps, evidence of historic logging.



Photo P05: Evidence of heavy browsing in polygon 003.



Photo P06: A patch of slough sedge in polygon 003.

14. Appendix B

On September 17th, 2024, ITC staff Kathryn Martell (Ecosystem Protection Specialist, MSc, RP Bio) and Jemma Green (Covenant Monitoring and Outreach Specialist, MSc) conducted a site visit to collect additional photos and details of the covenant area boundaries and the septic field. A DNSS receiver was connected to an iPhone running FieldMaps, achieving sub-metre GPS accuracy to locate property boundaries.

14.1. Boundary Line Photos

Table 7. **List of photos from boundary points of covenant area.** All UTM's are in zone 10N and all directions are in degrees representing the direction the camera was pointed. The boundary line is in the approximate centre in all photos.

Photopoint	Boundary point	Direction (°)
PPA16	NE corner of covenant exclusion	307
		115
PPA17	NW corner of covenant exclusion	127
		199
PPA18	SW corner of covenant exclusion	19
		104
PPA19	SE corner of covenant exclusion	16
		284
PPA20	NW corner of property	123
		180
PPA21	SW corner of property	0
		117
PPA22	SW IP on cul-de-sac	301
PPA23	NE corner of cul-de-sac	115
PPA24	SE corner of covenant area	29
		295



PPA16 NE+corner+exclusion+at+307°



PPA16 NE+corner+of+exclusion+at+196°



PPA17 NW+corner+of+exclusion+at+127°



PPA17 NW+corner+of+exclusion+at+199°



PPA18 SW+corner+exclusion+at+104°



PPA18 SW+corner+exclusion+at+19°



PPA19 SE+corner+exclusion+at+16°



PPA19 SE+corner+of+exclusion+at+284°



PPA20 NW+corner+at+123°



PPA20 NW+corner+at+180°



PPA21 SW+corner+at+0°



PPA21 SW+corner+at+117°



PPA22 SW+IP+on+cul-de-sac+301°



PPA23 NE+corner+of+cul-de-sac+at+115°



PPA24 SE+corner+of+covenant+area+at+295°



PPA24 SE+corner+of+covenant+area+at+29°

14.2. Septic Field Description and Photos

The septic field is no longer well defined. It was created as a mound of fill and has since grown in with bracken and some Armenian blackberry (*Rubus armeniacus*). ITC staff took a GPS point at the approximate centre of the area:

Table 8. Reference point taken in approximate centre of septic field. All UTM's are in zone 10N.

Feature	UTM E	UTM N	Description
Septic field	44847	54449930	Approximate centre of septic field, which is a rectangular clearing and mound approximately 9m (east-west) x 7 m (north-south)

Photopoint PPA25 is near the northeast corner of the septic field.



PPA25. Looking SW from near centre of septic field. Person in orange jacket is at approximately the SW corner of the septic area (at base level, not on the mound).



View of NE corner of septic field, from several metres towards the centre. The corner is just beyond the grand fir trunk. Behind the trunk is a small trench that marks the edge of the mound.



Looking SW from near the NE corner of the septic field. ITC staff person is at approximate centre of the septic field taking the reference point. The other two people are on the trail (at base level, not on the mound).

CONSENT AND PRIORITY AGREEMENT

WHEREAS:

- A. Vancouver City Savings Credit Union ("Chargeholder") is the holder of a mortgage (the "Prior Charge") registered against title to the land described in Item 2 Part 1 of the *Land Title Act* Form C (the "Land") to which this Consent and Priority Agreement is attached and which is registered in the Victoria Land Title Office under No. BA321288; and
- B. a section 219 covenant and section 218 statutory right of way is being granted pursuant to Terms of Instrument – Part 2 to which this Priority Agreement is attached (the "Subsequent Charge") which is or will be registered against title to the Land.

This Consent and Priority Agreement is evidence that in consideration of payment of Two Dollars (\$2.00) now paid by each of the transferees described in Item 6 of Part 1 of the *Land Title Act* Form C to which this Consent and Priority Agreement is attached (the "Transferees"), the receipt and sufficiency of which is acknowledged and agreed to by the Chargeholder, the Chargeholder:

- 1) consents to the Owner granting the Subsequent Charge and agrees that the Subsequent Charge binds its interest in and to the Land; and
- 2) grants to the Transferees priority for the Subsequent Charge over the Chargeholder's right, title and interest in and to the Land, and the Chargeholder hereby postpones the Prior Charge, and all of its right, title and interest under the Prior Charge to the Subsequent Charge as if the Subsequent Charge had been executed, delivered and registered prior to the execution, delivery and registration of the Prior Charge.

AS EVIDENCE of its agreement with the Transferees to be bound by the above terms, the Chargeholder has executed and delivered this Consent and Priority Agreement by executing Part 1 of the *Land Title Act* Form C to which this Consent and Priority Agreement is attached and which forms part of this Consent and Priority Agreement.

END OF DOCUMENT



REQUEST FOR DECISION

To: Islands Trust Conservancy Board **For the Meeting of:** October 1, 2024
From: Staff **Date Prepared:** August 20, 2024
SUBJECT: Covenant Approval – Skye Larmour Covenant, Salt Spring Island

RECOMMENDATION:

That the Islands Trust Conservancy Board authorizes the Chair to sign a covenant with Skye Larmour, over a portion of the Land described as Lot 1, Section 87, South Salt Spring Island, Cowichan District, Plan VIP 27894, PID: 000-138-452, and directs staff to register the covenant through the Natural Area Protection Tax Exemption Program (NAPTEP).

1 PURPOSE: To gain Board final approval of a conservation covenant agreement to protect ~2.45 ha of mature forests, wetlands, and connectivity to other protected areas.

2 BACKGROUND:

On 25 January, 2022, the ITC Board passed the following resolution:

ITC-2022-003

that the Islands Trust Conservancy Board approves the conservation proposal submitted by Rodney Polden, on behalf of Skye Larmour, to donate a 2.45 ha NAPTEP covenant on Salt Spring Island, over a portion of Lot 1, Section 87, South Salt Spring Island, Cowichan District, Plan VIP 27894, PID: 000-138-452, to protect mature forests, wetlands, and connectivity to other protected areas, and advise the applicant that ITC will defer this securement project until late 2022/early 2023 due to staff capacity constraints.

At its September, 2023 meeting the Islands Trust Council passed the following resolution:

TC-2023-069

that Trust Council request the Secretary to issue a NAPTEP Certificate for the covenanted portion of the property described as PID 000-138-452, Lot 1, Section 87, South Salt Spring Island, Cowichan District, Plan VIP 27894, subject to registration of a conservation covenant and completion of a baseline inventory report consistent with the standards developed for NAPTEP.

The Skye Larmour NAPTEP covenant will be the ITC's 80th covenant overall, the 28th NAPTEP covenant, the 12th NAPTEP covenant in the Salt Spring Island Local Trust Area and the 25th ITC covenant in Salt Spring Island LTA¹.

¹ Note that these numbers do not include the Link Island NAPTEP (since it has been discharged upon land donation as a Nature Reserve), nor the recent Nighthawk Hill NAPTEP on North Pender as it was an addition to an existing NAPTEP covenant.

All documents, including the tax exemption certificate, must be registered with the Land Title Office by October 31st, 2024, in order to receive a property tax exemption in the 2025 tax year. The Skye Larmour NAPTEP covenant is also intended to be an Ecological Gift through Environment and Climate Change Canada. The Ecological Gift application, including obtaining the appraisal, will be completed once the covenant is finalized.

Covenant Overview

The covenant is consistent with the ITC standard NAPTEP conservation covenant, with the additions and changes noted below. All revisions have been reviewed by ITC legal counsel.

- Section 9.2 permits the Covenant Holders to bring workers and equipment onto the Land, and into the Covenant Area, as part of the rights granted under the Statutory Right of Way (related to access for monitoring and enforcement). At the landholder's request, the phrase "as they deem necessary or reasonable" has been added to this clause.
- In Section 11, numerous small changes to clarify that the full Rent Charge is due per calendar year for each calendar year after a Notice of Enforcement of Rent Charge is given, and until the breach is remedied. That is, the Rent Charge is not pro-rated if the Notice is given part-way through the year, and the full Rent Charge amount will be due on January 1st for each year in which the breach remains unremedied. Minor wording changes to clauses 11.2, 11.7, and 11.10 for these clarifications.

3 IMPLICATIONS OF RECOMMENDATION:

ORGANIZATIONAL: Staff time will be required to coordinate covenant registration, and creation and registration of the Natural Area Exemption Certificate.

FINANCIAL: The ITC Board agreed to coordinate and pay registration costs of this NAPTEP covenant. There will be legal costs and fees of approximately \$1575 to register the covenant and approximately \$600 to register the Natural Area Tax Exemption Certificate. Annual monitoring will be done by the Covenant Management and Outreach Specialist. Acquisition of this NAPTEP covenant will result in an increase of \$1,160 to the ITC Property Management budget, according to the property management formula. There may be signage costs of approximately \$50-\$100 and there may be enforcement costs over time.

POLICY: This covenant is consistent with ITC policy and the Natural Area Exemption Certificate will be issued according to Islands Trust policy.

IMPLEMENTATION/COMMUNICATIONS: The Board of the covenant co-holder, Salt Spring Island Conservancy, is reviewing and approving this covenant concurrently with the ITC Board on October 1st, 2024. If both Boards approve, ITC staff will work with our legal counsel to coordinate conveyancing and submission to the Land Titles Office. Once the covenant is registered, ITC staff will issue and register the Natural Area Exemption Certificate as approved by Trust Council. Staff will notify the Salt Spring Island Local Trust Committee, Trust Council, and other relevant agencies regarding the covenant and issuance of the Exemption Certificate, and planning staff. Staff will also update the ITC website and determine an appropriate means of celebrating the successful registration of the covenant (as per the ITC Securement Strategy).

FIRST NATIONS: This NAPTEP conservation proposal was referred to relevant First Nations as part of the application process. ITC staff will update these First Nations that the covenant has been registered, and provide other information as requested.

CLIMATE CHANGE: The forests on this property contribute to climate change mitigation by protecting carbon uptake and storage sources. Additionally, the transition zone from the wetland

and moist forest up to the dry ridgetop provides a range of habitats and may assist with species persistence and/or migration in response to future climate instability and change.

OTHER:

- ITC's Species at Risk Program has been working with the covenant landholder to initiate species at risk surveys on the property. This covenant area is surrounded on 3 sides by the existing and proposed Larmour Lands Nature Reserve.
- The Covenant Area's northern boundary follows the boundary of the Agricultural Land Reserve (ALR), which affects the rest of the property. The Agricultural Land Commission has confirmed that the ALR area is unaffected by the conservation covenant. Staff does not anticipate any issues registering the covenant with Land Titles Office.
- The Ecological Gifts Program procured and paid for the baseline ecological inventory for this conservation covenant.

4 RELEVANT POLICY(S):

[2.4 Conservation Covenants Policy](#)

[2.5 Natural Area Protection Tax Exemption Covenants Policy](#)

[2.6 Islands Trust Policy 2.1.10 Administration of Natural Area Protection Tax Exemption Program](#)

5 ATTACHMENT(S):

- Skye Larmour NAPTEP Covenant, final draft dated September 23rd, 2024

RESPONSE OPTIONS

Recommendation(s): That the Islands Trust Conservancy Board authorizes the Chair to sign a covenant with Skye Larmour, over a portion of the Land described as Lot 1, Section 87, South Salt Spring Island, Cowichan District, Plan VIP 27894, PID: 000-138-452, and directs staff to register the covenant through the Natural Area Protection Tax Exemption Program (NAPTEP).

Alternatives: None recommended.

Prepared By: Kathryn Martell, Ecosystem Protection Specialist

Reviewed By / Date: Carolyn Stewart, A/Manager, Islands Trust Conservancy / September 23, 2024

TERMS OF INSTRUMENT – PART 2

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

This Agreement dated for reference September 24, 2024 is

AMONG:

Skye Leigh Lebreton Larmour
765 Beddis Road
Salt Spring Island, BC V8K 2E5
(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 “ITC”)

AND:

Salt Spring Island Conservancy, a society registered in British
Columbia (Inc No. S-32945) with a mailing address 265 Blackburn
Road, Salt Spring Island, BC V8K 2B8

(the “Co-covenant Holder”)

(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 and heritage values and amenities including flora, fauna, natural features of great importance to the Owner, the Covenant Holders, Indigenous Peoples, 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 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 each Covenant Holder is necessary for the operation and maintenance of the undertakings of each Covenant Holder;
- E. The Co-covenant Holder has been designated 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;
- F. The ITC 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; and,

- G. The Owner intends to obtain federal government certification of the Covenant Area as ecologically sensitive and to grant the covenant and statutory right of way in this Agreement as an ecological gift under the *Income Tax Act* (Canada), including sections 118.1 [for individuals] and section 207.31.

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) "Administration Fee" means a fee of \$250.00 adjusted in each year as provided in section 12.2, charged by the Covenant Holders in accordance with section 12.1;
- (b) "Amenities" includes those natural, scientific, environmental, wildlife, plant, heritage, and cultural values relating to the Covenant Area as identified in the Report, including any natural area values and amenities of the Covenant Area as prescribed by regulation for the purposes of Part 7.1 of the *Islands Trust Act*;
- (c) "Archaeological Site" means an area
 - (i) identified in the Report as an archaeological site, or
 - (ii) protected under the provisions of the *Heritage Conservation Act* as an archaeological site;
- (d) "Business Day" means any day other than Saturday, Sunday or British Columbia statutory holidays;
- (e) "Certificate" means a certificate issued by the Covenant Holders under section 14.12;
- (f) "Covenant Area" means all of the Land outlined in heavy black line and identified as "Covenant Area" on the Plan;
- (g) "Covenant Holders" means, unless the context otherwise requires, the ITC and the Co-covenant Holder, collectively and "Covenant Holder" means either of them, as the context may require;
- (h) "CPI" means the All-Items Consumer Price Index published by Statistics Canada, or its successor in function, for Vancouver, BC, where 2024 equals 100;
- (i) "Land" means the parcel of Land legally described as Parcel Identifier 009-749-209, Lot 1 of Section 87, South Salt Spring Island, Cowichan District, Plan 27894;
- (j) "Market Value" means the market value of any flora or fauna, soil, rock, gravel or minerals that is the subject of a breach identified in section 11.4, as determined by an appraiser who has been trained in the valuation of property that is the subject of an ecological gift;

- (k) “Notice of Enforcement of Rent Charge” means a Notice of Enforcement of Rent Charge given under section 11.6;
 - (l) “Notice of Breach” means a notice of breach given under section 10.1;
 - (m) “Plan” means the Reference Plan over part of the Land certified correct by Jordan Elliot Litke, B.C.L.S., dated September 24, 2024, and deposited in the Land Title Office under number EPP117797, a reduced copy of which is attached as Schedule A;
 - (n) “Rent Charge” means the rent charge granted by the Owner under section 11.1;
 - (o) “Rent Charge Amount” means the amount determined in accordance with Article 11, the payment of which is secured by the Rent Charge; and
 - (p) “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 Holders that the facts set out in Recitals A, C, and G are true as of the date of this Agreement.
- 2.2 The Co-covenant Holder represents and warrants to the ITC and the Owner that the facts set out in Recitals D and E are true as of the date of this Agreement.
- 2.3 The ITC represents and warrants to the Co-covenant Holder and 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 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 both Covenant Holders, which approval may be granted or withheld in the sole discretion of each of them:
- (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.

4.3 Without limiting sections 4.1 and 4.2, the Owner:

- (a) must not disturb or alter, or permit the disturbance or alteration, of an Archaeological Site, except with the prior written approval of both Covenant Holders, in the sole discretion of each of them.
- (b) despite section 4.2(b), may enter into agreements with First Nations, for whom the Land is within their traditional territory, to enable those First Nations to access the Land to exercise those traditional activities which they may have engaged in on the Land, only so long as:

- (i) those activities are in keeping with the intent of this Agreement;
 - (ii) the Covenant Holders provide their prior written approval of such agreements, in the sole discretion of each Covenant Holder.
- 4.4 The Owner shall not subdivide the Land by any means including, but not limited to, by subdivision plan, reference or explanatory plan, lease, strata plan or bare land strata plan.

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 Holders 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, 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.
- 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 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 Articles 10 and 11, and a 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 maintain, restore or replace improvements existing on the Covenant Area as of the date of registration of this Agreement (the location of which are indicated in the Report), provided the location of the buildings and improvements remain the same and the size is the same or smaller;
 - (b) to maintain, replace or restore the trails existing within the Covenant Area 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, the materials used are permeable and the size is the same or smaller; and
 - (c) 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 each 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 each Covenant Holder to enter upon the Land and inspect the Covenant Area. The Covenant Holders 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 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 Covenant Area and the Amenities. Where such emergency action is taken, the Owner must permit each 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 Holders, their 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 Holders 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;
 - (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 Holders 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 each 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 Holders, or either of them, 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 or 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 Holders' option and with the Covenant Holders' approval
- (a) irrevocably and in writing assigns to the Covenant Holders 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 Holders, 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 Holders 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 Holders.
- 8.9 Where the Covenant Holders, under section 8.6, receives compensation for damage caused to the Covenant Area or the Amenities, the Covenant Holders agree 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 each Covenant Holder from and against any fee, tax or other charge which may be assessed or levied against the Owner or a 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 Holders 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 Holders 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 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 Covenant Area for the purposes of monitoring compliance with this Agreement, on prior written notice by a Covenant Holder to the Owner of at least 24 hours;
 - (b) for purposes other than monitoring under subsection (a), enter upon the Land to access and inspect the Covenant Area at all reasonable times upon prior written 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;
 - (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 Land 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 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 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 Holders may bring workers, contractors and employees, and vehicles, equipment and other personal property onto the Land as they deem necessary or reasonable when exercising their rights under this Article.

10. ENFORCEMENT REMEDIES OF THE COVENANT HOLDERS

- 10.1 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.
- 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, 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 10.2. 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.

- 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.
- 10.6 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.

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 Holders 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 Holders by the Owner of the sum of \$7500 per calendar 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 A Covenant Holder that wishes to enforce the Rent Charge in a given year must give a Notice of Enforcement of Rent Charge to the Owner and the other Covenant Holder, 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 calendar year in which the Notice is issued to the Covenant Holder who delivered that notice.
- 11.8 The Covenant Holders 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 Holders are 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 on January 1 of each subsequent year until the breach identified in the Notice of Breach has been satisfactorily remedied. For clarity, the Rent Charge will not be prorated; the full Rent Charge Amount will be due for each year in which the breach remains unremedied.
- 11.11 The Covenant Holder receiving the Notice of Enforcement of Rent Charge has 30 days from receiving it to send notice to the notifying Covenant Holder that it wishes to enforce the Rent Charge jointly and, if it does not do so, it is deemed to have elected not to enforce the Rent Charge.
- 11.12 If the Rent Charge is enforced jointly:
- (a) reasonable expenses incurred as a result of the enforcement of the Rent Charge must be shared equally between the Covenant Holders, and
 - (b) the net proceeds obtained as a result of the enforcement of the Rent Charge must be shared equally between the Covenant Holders,
- unless otherwise agreed in writing between the Covenant Holders.
- 11.13 If the Covenant Holder receiving the Notice of Enforcement of Rent Charge does not wish to enforce the Rent Charge jointly, that Covenant Holder is not entitled to the Rent Charge unless otherwise agreed in writing between the Covenant Holders.
- 11.14 A Covenant Holder who declines to enforce the Rent Charge jointly must execute all documents which may be necessary for the enforcement and collection of the Rent Charge by the notifying Covenant Holder.

12. ADMINISTRATION FEE

- 12.1 The Owner agrees that the Covenant Holders may charge the Owner an Administration Fee in each and any case where the Covenant Holders are requested to provide an approval or Certificate, or to take any other action, or where a Covenant Holder visits the Covenant Area under sections 7.4 and 7.5. This Administration Fee applies whether or not the Covenant Holders grant the 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 HOLDERS

- 13.1 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*.
- 13.2 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.
- 13.3 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*.

14. NOTICE OF CHANGE IN OWNERSHIP BY OWNER

- 14.1 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.
- 14.2 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.
- 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:
Skye Leigh Lebreton Larmour
765 Beddis Road
Salt Spring Island, BC V8K 2E5
Email: Larmour.skye@gmail.com
- (b) The ITC:
Islands Trust Conservancy
200-1627 Fort Street
Victoria, BC V8R 1H8
Email: itcmail@islandstrust.bc.ca
- (c) Co-covenant Holder:
Salt Spring Island Conservancy
265 Blackburn Road
Salt Spring Island, BC V8K 2B8
Email: SSIC@saltspringconservancy.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 Holders 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 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.
- 19.2 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.

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 either Covenant Holder for advice in this regard and that the Covenant Holders have given no representation or warranty in that regard.
- 26.2 The Owner acknowledges and agrees that the Owner has been advised by the Covenant Holders 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 either of the Covenant Holders 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 HOLDERS

- 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.

SCHEDULE A

REFERENCE PLAN

Attached to and forming Part of the Conservation Agreement between the Owner and the Covenant Holders dated for reference September 24, 2024.

SCHEDULE B
BASELINE REPORT

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

Attached to and forming part of the Covenant Agreement between the Owner and the Covenant Holders dated for reference September 24, 2024.

Conservation Covenant Baseline Inventory

Schedule B

Attached to and forming part of the Covenant Agreement between the Islands Trust Conservancy Board and Salt Spring Island Conservancy, Covenant Holders, and the owner Skye Larmour, dated September 24th, 2024.

Note this version has been redacted to remove confidential information. The full Report is on file with all parties.

Larmour Baseline Inventory Report

1.0 Acknowledgements

Name	Position/Affiliation	Professional Accreditation or subject expertise	Contribution
Briony Penn, PhD	Biogeographer, Penn & Associates	PhD Geog.	Primary Author; inventory of bird and animal species, ecological communities.
Jeff Shatford, MSc	Biologist, Contractor,	RPBio.	Inventory of plant species, forest and vegetation. Spatial data collection & summary. Photography and GIS.

2.0 Property Information

2.1 Description of Property and Covenant Area

The Larmour Covenant is at 765 Beddis Road, Salt Spring Island, V8K 2E5 (Area Jurisdiction Roll 01-764-00356.001). The property is known as Golden Maples Farm. The plan number is Plan VIP27894, Lot 1 of Section 87, South Salt Spring Island, Cowichan Land District PID 000-138-452; the total covenanted area is 2.54 hectares of the 9-hectare property. It is on the east side of the central part of Salt Spring. There is a small square surveyed area that indents into the northern boundary that is not part of the covenant area. It was surveyed to remove it from the covenant area for future use as an area to build an accessory dwelling for agricultural workers (Map 1b).

2.2 Property owner and information

Skye Larmour
765 Beddis Road
Salt Spring Island, BC
V8K 2E5

2.2 Property access information:

From the Fulford ferry, follow Beaver Point Road to the Stewart Road turnoff. Follow Stewart Road to Cusheon Lake Road and turn right, continuing until you meet Beddis Road. Turn left on Beddis and travel 1.8 kilometres to 765 Beddis Road on the left.

The Larmour covenant can be accessed at the driveway down to the Larmour house, at 765 Beddis Road or an additional access driveway that is just east of the main driveway. The only access to the Larmour covenant is through the farm. The covenant area is the sloped forested section of the farm and is defined on its northern edge by the

Agricultural Land Reserve (ALR) boundary. The southern boundary is not accessible except from adjacent conservation properties owned (at the time of this report) to the west by Islands Trust Conservancy (ITC) and to the east by the Salt Spring Island Water Preservation Society (SSIWPS). When walking through the farm, there are two gates to negotiate that can be found by skirting the house to the south along a track until you meet the fence and gate at the eastern side. Please leave gates closed or as found. If permission is granted to access the property from either of the adjacent properties this might be easier in terms of negotiating the farming operations.

3.0 Significance of the Land and Natural Amenities

3.1. Overall conservation significance

The primary reason for this covenant was to protect the red-listed Douglas-fir – dull Oregon-grape mature forest that connects the two nature reserves, creating a contiguous area of three parcels, proposed as the *Mike Larmour Protected Area*. Its value is in its connectivity, as well as its old growth forest characteristics. The three Larmour parcels were all at risk of being clearcut and subdivided into residential lots. The purchase of the two adjacent Larmour properties by the SSIWPS through local fundraising and donation to ITC of the reserve to the west of the covenant area and intended donation of the reserve to the east of the covenant area to ITC, ensured their conservation. There are no regulations against clearcut logging or logging of ecosystems at risk.

From previous reports of adjacent parcels, this conservation area was of high significance for

- old growth/wildlife trees within a larger polygon of mature forest
- one extensive wetland spanning four lots
- a large area of seasonal and year-round creeks, freshets, seeps and water-meadows in the agriculturally-zoned valley bottomlands immediately south of Beddis Road.¹

3.2. Species and Ecosystems at Risk

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

Although there are no recorded at-risk species at the BC Conservation Data Centre, less common wildlife species observed by SSIWPS members in the larger proposed 'Mike Larmour Protected Area', include: Common Nighthawks, Band-tailed Pigeons, Western

¹ Polden, Rodney *Lot F of the Larmour Lands Prospective for Water Preservation Society*, 2021

Screech-owls, Sooty Grouse, Brown-headed Cowbirds, Northern Pygmy-owl, Great Horned Owl, Downy, Hairy and Pileated Woodpeckers, Osprey, Silver-haired bats, California myotis, Little brown myotis, Yuma myotis, Brazilian free-tailed bats, Otter, Mink, Red squirrels, Alligator lizards, Red-legged frogs, Rough-skinned newts, Long-toed salamanders, Fairy shrimp, California silkmoth and Propertius duskywing. Plant species include royal rein orchids and gold-backed fern.²

4.0 Report Methodology

4.1. Equipment

The surveys were conducted using the equipment listed below:

- GPS and Camera: iPhones and iPads connected to Garmin GLO Bluetooth Receiver (GPS and GLONASS satellite connectivity)
- Hand-held Global Positioning System (GPS) Garmin 62sc
- Avenza Software for OIS Copyright © Avenza Systems Inc. 2017
- 1:20,000 Topographic Map 092B 073, spatially referenced PDF file (copyright Province of BC)
- Compass: Suunto MC-2
- Clinometer: Suunto
- Tree diameter measuring tape - Ben Meadows diameter at breast height (dbh)
- Regular measuring tape used for distances.

4.2. Pre-fieldwork

The pre-fieldwork preparations included reviewing:

- Conservation covenant boundaries and recent survey documents including digital file from Polaris; and historic survey documents;
- BC Conservation Data Centre records for rare features;³
- 1:50,000 Terrestrial Ecosystem Mapping for the property to identify any mapped ecological community to site series polygons;⁴
- Sensitive Ecosystem Inventory (McPhee et al, 2000; Canadian Wildlife Service, 2004) to identify any sensitive ecosystem polygons;⁵
- Other reports written for SSIWPS for the nature sanctuaries on adjacent lots.

² Ibid

³ <http://a100.gov.bc.ca/pub/eswp/search.do>

⁴ http://a100.gov.bc.ca/appsdata/acat/documents/r15273/CDF_TEM_Landscape_Map7_1224092780170_8e248a8d30d8726e2961482c4e7d83fee73aed211e86.pdf

⁵ 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

4.3. Conditions at Time of Data Collection

Date	Activity	Conditions	Data Collector
9:00 AM to 1:00 PM March 9, 2024	Ecological community and Vegetation plot data collection, Boundary photopoints.	5C, overcast, light rain	Jeff Shatford
8:00 AM to noon, March 16, 2024	Natural Features, Wildlife, Vegetation, and Invasive species surveys	8C, sunny	Briony Penn and Jeff Shatford

4.4. Fieldwork and Mapping Protocols

Briony Penn and Jeff Shatford met Skye Larmour on Feb. 25, 2024 for an initial introduction and site visit. We interviewed Skye for any information on the land that her father, Mike Larmour the former owner, may have shared. Additional field data collection was conducted on March 9, 2024 (Shatford) and March 16 (Shatford and Penn). Field data collection included: vegetation plots, natural and anthropogenic features, wildlife sightings and invasive species. Penn and Shatford ground-truthed and conducted a plant and bird survey on March 16. The report was written by Penn, and the mapping was done by Shatford using Geographic Information System software (QGIS, Hannover 3.16.6).

The term **Boundary Point (BP)** is used on Map 3 to refer specifically to boundary monitoring points. Features were mapped as polygons, linear features and point features. Labelling on maps is numbers for each feature category as shown below. **The primary index for labelling and description of all photopoints is Table 9.1 Features and Photo Point Index.**

Features Label	Description	Map #
VP	Vegetation Plot	2
NF	Natural Features	2
BP	Boundary Points for boundary monitoring	3
IS	Invasive Species	3
AF	Anthropogenic Features	3

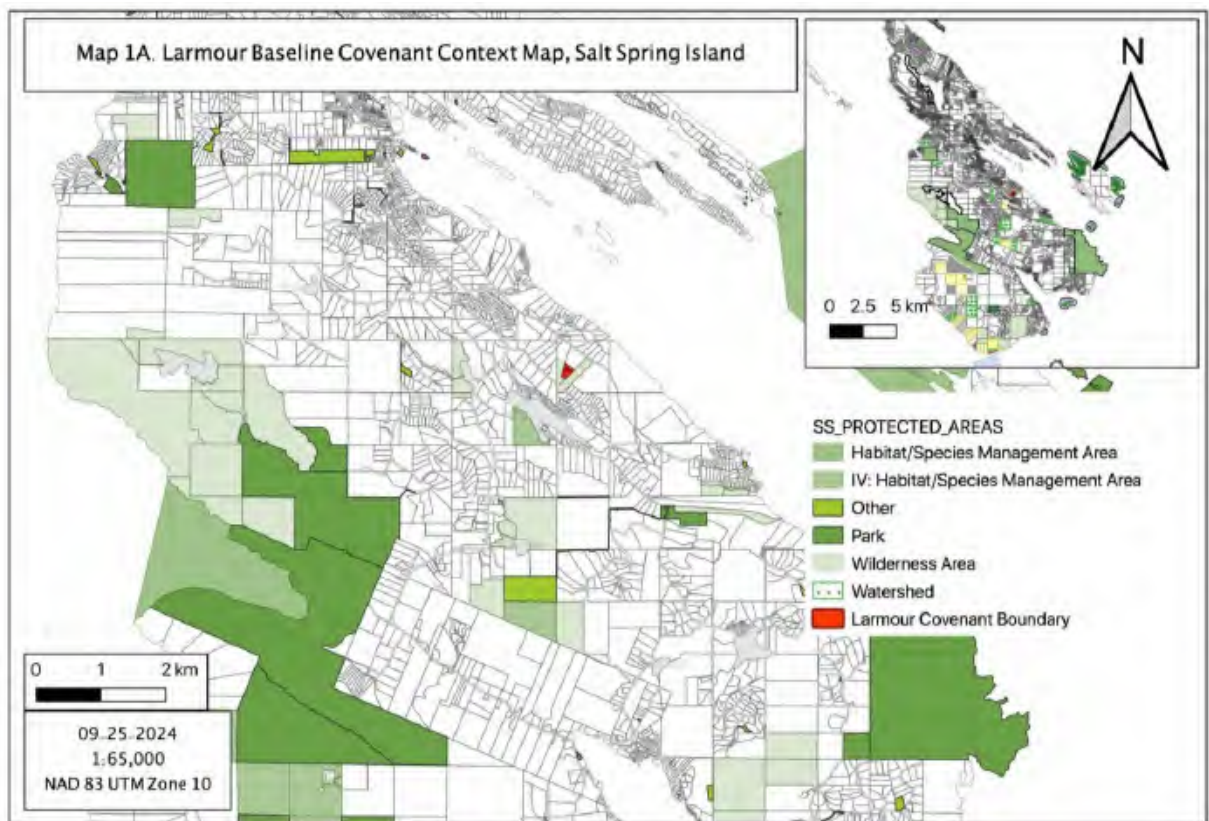
4.5. Limitations of Fieldwork

The window for fieldwork for this baseline was limited to two days in early March, too early for the spring migration and too cold for bats. No additional work on species at risk was carried out, nor was there any archaeological or cultural resources inventory conducted. Cultural resources were inferred from fieldwork for the Creekside Rainforest covenant (Salt Spring Island Conservancy) just east of this area.

5.0 Landscape Context

5.1. Conservation Context

The covenanted area is bordered by nature sanctuaries owned to the west by the ITC and to the east by SSIWPS (Map 1a and 1b). To the north is the ALR and Section 215 covenanted areas held by the Islands Trust Local Trust Committee (Map1a). The forest is a provincially red-listed mature stand of Douglas-fir / dull Oregon-grape (CDC classification) with many legacy old growth/wildlife trees and adds to the larger Sensitive Ecosystem Inventory (SEI) polygon of large contiguous area of mature Douglas-fir forest (polygon TO367 – R1 SG - Older Second Growth Forest Ecosystems).⁶ The Terrestrial Ecosystem Mapping (TEM) Mature Forest polygon covers the entire covenant area which is adjacent to a Woodland polygon.⁷



Map 1a Conservation Context of the Larmour Covenant (red).

⁶ http://a100.gov.bc.ca/appsdata/acat/documents/r2124/SEI_4206_rpt2_1111099716576_7025110f245d45caa101abdef711671d.pdf and

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



Map 1b Detail of conservation context showing Larmour Covenant adjacent nature reserves, Local Trust Committee covenants and Agricultural Land Reserve.⁸

Since 2019, the parcel adjacent (east) to the Mike Larmour Protected Area has been logged, but the remaining protected areas now have even more importance for recharging the lowland wetlands in the ALR. Substantial funds were raised by the SSIWPS over the last five years to purchase the two nature reserves (light green). The adjacent wetlands are of high priority for restoration to current owner Skye Larmour, and the SSIWPS.

Various species at risk have been seen in the larger proposed Mike Larmour Protected Area over the years, including: Band-tailed pigeons (*Patagioenas fasciata*) and northern red-legged frogs (*Rana aurora*).

5.2. Biogeoclimatic zone

The covenant area is in the coastal Douglas-fir moist maritime (CDFmm) biogeoclimatic zone.⁹

5.3. 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

⁸ CRD Natural Areas Atlas, Accessed March 17, 2024

⁹ Meidinger, Del and Jim Pojar, *Ecosystems of British Columbia*, Research Branch, Ministry of Forests, February 1991.

though generally moderate. The annual precipitation for the Gulf Islands - Salt Spring Island for 2018 was 987 mm.¹⁰

Climate change has already impacted the region with increased temperatures, changes to the seasonal timing of stream flows, precipitation pattern shifts and increased storm frequency.¹¹ Climate change scenarios¹² 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. 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 amount of rain in summer is expected to drop by about 20% and the duration of the dry spells will lengthen by about 20%. The heat dome of 2021 reached temperatures of over 40 degrees and over 50 days of continuous drought. Recent climate modelling suggests that “climate change is causing local heat extremes to be more intense and frequent in a cooler climate.”¹³ These novel heat spikes can only exacerbate trends.

5.4. Geology and Soils:

The entire covenant area is on Cretaceous thick-bedded sandstones of the DeCourcy Formation in the Nanaimo Group. Most of the covenant area is well buried under deep Qualicum soils¹⁴ (>150 cm thick), a gravelly sandy loam marine deposit; probably an old beach terrace. At the height of land on the southern boundary there is exposed bedrock in hummocky terrain with soil occurring in random pockets where the bedrock is fractured. The Qualicum soil corresponds with the large trees, especially at the toe of the slope where the covenant boundary meets the deepest, most fertile Metchosin soils which define the boundary of the ALR and Larmour covenant.

¹⁰ Current Results <https://www.currentresults.com/Weather/Canada/British-Columbia/precipitation-annual-average.php#g>

¹¹ Puget Sound Science Review, 2015 <https://www.eopugetsound.org/science-review/section-2-driver-climate-change-salish-sea-ecosystem>

¹² 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.

¹³ Quirin Shiermeier, “Climate change made North America’s deadly heatwave 150 times more likely,” *Nature*, July 8, 2021. <https://www.nature.com/articles/d41586-021-01869-0>

¹⁴ BC Soil Survey, Soils of the Gulf Islands, Salt Spring Island, 1986 <https://sis.agr.gc.ca/cansis/publications/surveys/bc/bc43-1/index.html>

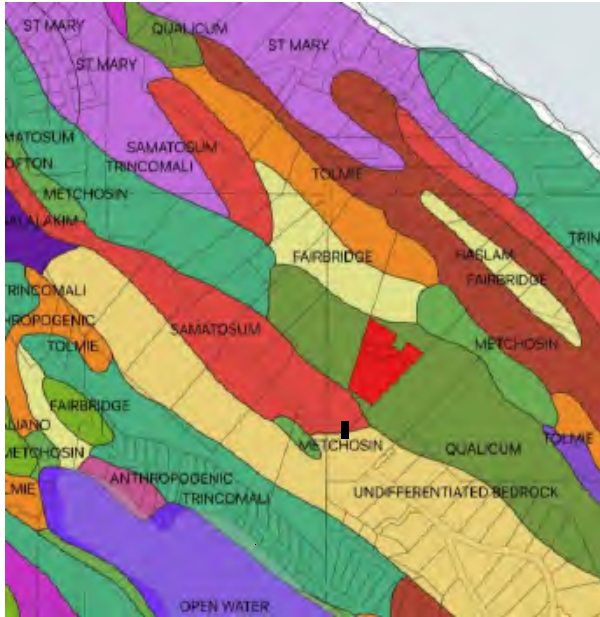


Figure 1. Soils in watershed of Larmour Covenant (red) are Qualicum (olive green) draining into Metchosin (brown) soils that correspond to ALR/wetlands.¹⁵

5.5. Hydrology:

This old beach terrace drains northeast into significant wetlands and recharge areas characterised by the Metchosin soils (brown), most of which have been severely degraded through deforestation, channelling and pond creation from historic agricultural practices. The role of these forested uplands from the wetlands was a primary factor in the decision of the WPS to conserve these lands and donate them to the ITC. The flow of water moves slowly downslope through the deep soils and roots with little seasonal flows here and there. With increased “atmospheric river” events in the fall to spring rainy season, this forest will continue to play a key role in slowing flows and retaining moisture in the soils allowing recharge.

6.0 Site History

6.1. First Nations:

Salt Spring Island is within the treaties and territories of the Coast Salish People.¹⁶ The island has since time immemorial been the homeland and gathering place for First Peoples including the Cowichan Tribes, Halalt First Nation, Lyackson First Nation,

¹⁵ Ibid

¹⁶ 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.”

MÁLEXEL (Malahat) Nation, BOKÉĆEN (Pauquachin) First Nation, Penelakut Tribe, SEMYOME (Semiahmoo) First Nation, Stz'uminus (Chemainus) First Nation, WJOLELP (Tsartlip) First Nation, SÁUTW (Tsawout) First Nation, Tsawwassen First Nation, WSIKEM (Tseycum) First Nation, Ts'uubaa-asatx (Lake Cowichan) First Nation; this rich history and cultural heritage continues to this day.¹⁷

The eastern part of Salt Spring Island historically provided a rich and diverse source of marine resources (herring, salmon, marine mammals, seabirds, etc). The area is within the traditional territory of the WSÁNEĆ¹⁸ and Hul'qumi'num Treaty Group Core Base Map.¹⁹ Under traditional governance systems of family rights and responsibilities for areas, boundary divisions were subject to intermarriages and changes over time (Suttles, 1987; Elliott, 1983).

WSÁNEĆ forested wetlands, like the covenant area, are called SISEJ (forest garden) and TIKEL (or wetland garden),²⁰ and used for specific resource procurement activities. “Most of these activities related to food gathering but also included procurement of medicinal, technological and ceremonial materials. In many cases, temporary lodges or mat lean-tos were used at these locations. Permanent island residents likely made specific trips to these locations while outside groups either visited the Gulf Islands on specific resource gathering trips or as a stop-over on journeys to and from Point Roberts and the Lower Fraser River.”²¹

6.2. Historic Settlement

The northern boundary of Section 87 (along which is the northwest pin of the Larmour property at Beddis Road) (Figure 2) was surveyed on August 19, 1874 by surveyor, Ashdown Green, from the high tide mark due east of this property heading west along the bearing through this area. His journal provides data on the forest types and size of the trees at that time.²² After he crosses Beddis Road, Green meets “an alder and willow bottom with very thick black soil, moist”. At 130 chains, he meets the section post of a settler described as Mitchell, and encounters “Good soil. Very large fir and cedar” with trees recorded regularly at 4’ and 5’ in diameter. The higher ground is “gravelly with fir, hemlock and sallal [sic] and a dry watercourse”.

¹⁷ SENCOTEN and Hul'qumi'num place names are spelled under different linguistic/phonetic systems.

¹⁸ Tsawout First Nation, *Traditional Marine Use Study*, 2015.

¹⁹ Hul'qumi'num Treaty Group Core Base Map

<https://www.northcowichan.ca/assets/Departments/Engineering/PDFs/First%20Nations%20Consultation%20Summary%20Report.pdf>

²⁰ Pers com. Environment Committee, WSANEC Leadership Council, July, 2021.

²¹ Ibid

²² 17/1875 Field Books 3 & 4 Saltspring Island (North and South) Cowichan Land District, Land Title and Survey Authority, LTS5229 Field Book ID PS-FB5406.

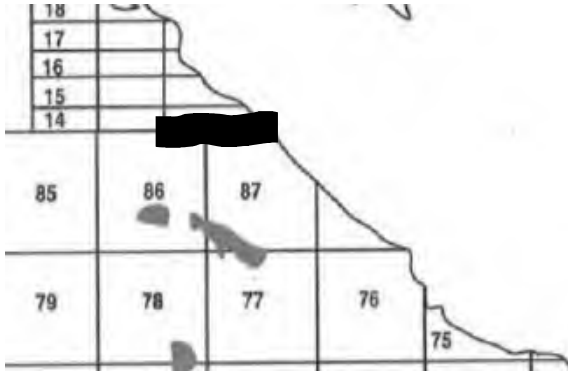


Figure 2 Black translucent line indicates surveyors bearing in 1874. The Larmour northwest property pin almost touches this bearing line.²³

Fieldwork identified large stumps of western redcedar and Douglas-fir (>2m dbh) with springboard marks in the lower bench and slopes suggesting high-grading of Douglas-fir and some western redcedar prior to mechanization.

In 1906, the Bulman & Allison Sawmill was established relatively close at Cusheon Cove, where it operated until 1926. Raw logs were mostly purchased off-island “because Salt Spring timber was considered inferior.”²⁴ However, local hand loggers working along Beddis Road and Cusheon Lake also sold logs to the mill. Road access to the rest of the island from Cusheon Cove was less developed. The lowlands and areas of richest soil were evidently clearcut and the stumps removed as there are no stumps in what is described as the abandoned field of the covenant area. In the mature and young forest polygons, there are spring board stumps pointing to the early highgrading of predominantly fir in the conservation area, although a dozen veterans were left. Section 8.1 discusses the forest condition and succession from land use history in more detail.

Mike Larmour bought the property in 1947 and conserved it over that period. His daughter, Skye Larmour, who inherited the property, has continued the stewardship, placing the covenant on the land in 2024.

7.0 Anthropogenic Features

The only anthropogenic features present were historic stumps in the mature forest where stumps were left. Not all stumps were mapped for the covenant, just representative ones with springboard notch features as these are increasingly rare as they decay, providing evidence of the pre-mechanical era of forestry prior to the 1930s. One linear feature, an old logging road, was mapped. See 9.1 Map Features and Photo

²³ 17/1875 Field Books 3 & 4 Saltspring Island (North and South) Cowichan Land District, Land Title and Survey Authority, LTSA5229 Field Book ID PS-FB5406. Saltspring Archives reference map for surveyor’s paths.

²⁴ Kahn, Charles. 1998. History of Salt Spring Island. Madeira Park: Harbour Publishing, p. 202.

Points Index. Note the removal from the covenant of a small surveyed square of the abandoned field along the northern boundary for an accessory dwelling.

8.0 Inventory by Ecological Community

One ecological community²⁵ Douglas-fir – dull Oregon-grape was defined in the provincial Vegetation Resource Inventory (VRI), then ground-truthed. A vegetation plot was prepared in the Mature Forest polygon. Polygons of a younger successional forest polygon and an abandoned field, (naturally returning to forested land), were also mapped in the covenant area. The vegetation plot (VP) centre coordinates are described in 9.1 and mapped in Map 2. The VP centre has four accompanying photographs taken, looking north, east, south and west to show the plant community. The vegetation community successional stages are described below in 8.1. A plant inventory of the entire site is also included in Appendix A.

8.1. Forest Condition and Succession

Mature Forest

The Mature Forest extends from the bench to the upper boundary of the parcel. The mixed stand of Douglas-fir, Western redcedar and western hemlock shows classic mature and old forest multi-story conditions with several large veteran trees, mainly Douglas-fir (dominants), large cedar and hemlock (co-dominants), and intermediate and suppressed shade tolerant trees (cedar and hemlock). The occurrence of two very large snags >110 cm dbh, and veteran Douglas-fir with sloughing bark and other cavities, together provide important wildlife habitat features that characterizes mature forest in this region. As well, several large veterans have been cut and left during historic logging or have uprooted or broken off over the past 10 years. This represents a very large quantity of Coarse Woody Debris across a range of decay classes. Each class has a role to play in wildlife habitat including: runways (small mammals), cover (birds, small mammals and amphibians); nurse logs for regenerating hemlock and cedar.

Young Forest

A young stand of Douglas-fir trees dominates the northwest corner of the parcel. This includes trees ranging in size from 25-50 cm dbh, almost exclusively Douglas-fir. The understory of this young forest is composed of Oregon-grape (10%), Swordfern (2%) and Salal (1%). Smaller dying trees, snags and downed trees throughout are indications of self-thinning mortality. There are no stumps in this stand except along the lower edge at the boundary of the parcel and on the upper edge by the abandoned field.

²⁵ 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

Abandoned field

Between the mature forest above (upslope) and the young forest below lies a flat area, or bench, with several indications that it is an abandoned agricultural field, or possibly used as a landing during historic logging activities (circa 1940s or earlier). The western half of the bench has an overstory of young alder trees (15-25cm dbh) and a relatively bare understory. Scattered throughout are invasive holly trees as well as clumps of holly trees (up to 4 meters height) surrounded by short holly hedges where deer browse has kept growth below 0.6m height.

The eastern portion of the bench is dominated by a dense stand of conifer trees that have regenerated over the past 3 decades, likely as the field was abandoned. This stand is comprised mostly of Douglas-fir with lesser amounts of western hemlock, western redcedar and grand fir. The regenerating Douglas-fir are very tightly spaced (>3,000 stems per hectare) and range in diameter (5-12cm dbh) and height (5-9) meters tall. Whorl counts indicate that these trees are between 20 and 30 years old. Many of the smaller trees were standing dead or with limited foliage as the larger, more vigorous trees dominate the space.

The central portion of the bench and extending to the NE boundary was dominated by several large open-grown Douglas-fir, each 80-100cm dbh. These trees had been growing as individuals or clusters (pairs) in an open field until recently. The large branches growing at 1-3m up the main trunk, many still with live foliage on their tips, are indicative of open growing conditions. The dense regeneration to the east of the large trees is already shading out broom and gorse in the understory and helping to reduce the frequency of invasive plants on site. The stand of alders in the western side will likely not have the same impact on invasive plants.

Symbol	Description of Classification
*	Co-dominant trees, main layer of tree cover. Notable old trees are documented.
+	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	Trace or less than 1%

8.2. Ecological Community

Polygon ID:	VP1
Ecological Community:	Douglas-fir / dull Oregon-grape²⁶ (TEM classification is CDF Douglas-fir / salal)
Classification ²⁷ :	CDFmm/01
Structural Stage:	6 – Mature Forest made up of trees that have matured since the last disturbance and are typically 80 to 250 years of age, characterized by well-developed understories and a canopy differentiated into distinct layers. A second cycle of shade tolerant trees is establishing.
Status (BC List):	Red listed
Photo point(s):	Vegetation Plot Centre VP1
Ecological Community Description:	This mature Douglas-fir / dull Oregon-grape forest is the matrix forest of the region. The moderately open stand of Douglas-fir with western redcedar in the tree canopy has well-developed vertical structure. The shrub layer is dominated by Oregon-grape, salal. There is limited moss on downed logs and branches and a thick layer of litter and fine branches.
Disturbance Notes:	This polygon has had only occasional tree cutting over the last century and a half. Some heavy grazing by livestock and deer. Some fire scars on old veterans. Some invasives, e.g., holly, gorse. (See paragraph in Land Use).
Anticipated Change/Succession:	Successional development is likely to favour shade tolerant species western redcedar and western hemlock. Some impacts of drought and temperature spikes will be loss of redcedar. Increased cover and height of holly will increase if left unchecked.
Wildlife observations:	Spotted Towhee (<i>Pipilo maculatus</i>); Chestnut-backed Chickadee (<i>Parus rufescens</i>); Brown Creeper (<i>Certhis americana</i>); Pileated woodpecker (<i>Dryocopus pileatus</i>), Common raven (<i>Corvus corax</i>), Dark-eyed junco (<i>Junco hyemalis</i>), Golden-crowned Kinglet (<i>Regulus satrapa</i>), Red-breasted Nuthatch (<i>Sitta canadensis</i>), Northern Flicker, (<i>Colaptes auratus</i>), American Robin (<i>Turdus migratorius</i>), Pacific Wren (<i>Troglodytes pacificus</i>), Treefrog (<i>Pseudacris regilla</i>), raccoon (<i>Procyon lotor</i>) observed/heard during site visits. Veteran Douglas-fir with sloughing bark provides bats roosting sites. Remains of Bald Eagle (<i>Haliaeetus leucocephalus</i>) were found at the base of a wildlife tree. Black-tailed deer (<i>Odocoileus hemionus</i>) scat and Red squirrel (<i>Tamiasciurus hudsonicus</i>) seed caches found throughout. Good nesting habitat for songbirds, cavity nesters and raptors within forest structure.

VEGETATION SPECIES VP1 Douglas-fir / dull Oregon-grape	PERCENT COVER (%)						NOTES:
	Main Canopy*	Secondary +	Shrub Layer**	Herb Layer++	Moss, Lichen Layer*+	Non-natives ^	
<i>Pseudotsuga menziesii</i> (Douglas-fir)	25						MC: 40-300 yrs, ht: 25-48 m, dbh: 52.0 cms average; 104.5 cms max.; 140 trees per hectare
<i>Thuja plicata</i> (western redcedar)	35	25	1				MC: 40-300 years, ht: 20 m, dbh: 25 cms average; 35.1 maximum; 240 trees per hectare
<i>Tsuga heterophylla</i> (western hemlock)	10	1					
<i>Berberis nervosa</i> (dull Oregon-grape)			4				
<i>Gaultheria shallon</i> (salal)			T				Some dieback, shading or drought
<i>Vaccinium parvifolium</i> (red huckleberry)			T				>2m tall Growing out of soil (not a stump or log)
<i>Polystichum munitum</i> (swordfern)			T				
Bare/Litter					80		
Mosses (<i>Hylocomium splendens</i> , <i>Rhytidiadelphus loreus</i> , <i>Eurhynchium oreganum</i> , <i>Dicranum scoparium</i>)					2		
<i>Galium triflorum</i> (sweet-scented bedstraw)				T			
<i>Lysimachia latifolia</i> (broad-leaved starflower)				T			
<i>Lactuca</i> spp.						T	
Cover by Layer (%)	70	26	6	6	2		Total Canopy Cover: 80%

²⁶ B.C. Conservation Data Centre. 2012. Ecological Community Summary: *Pseudotsuga menziesii* / *Mahonia nervosa*. B.C. Ministry of Environment. <https://a100.gov.bc.ca/pub/eswp/> (accessed Sept. 5, 2023).

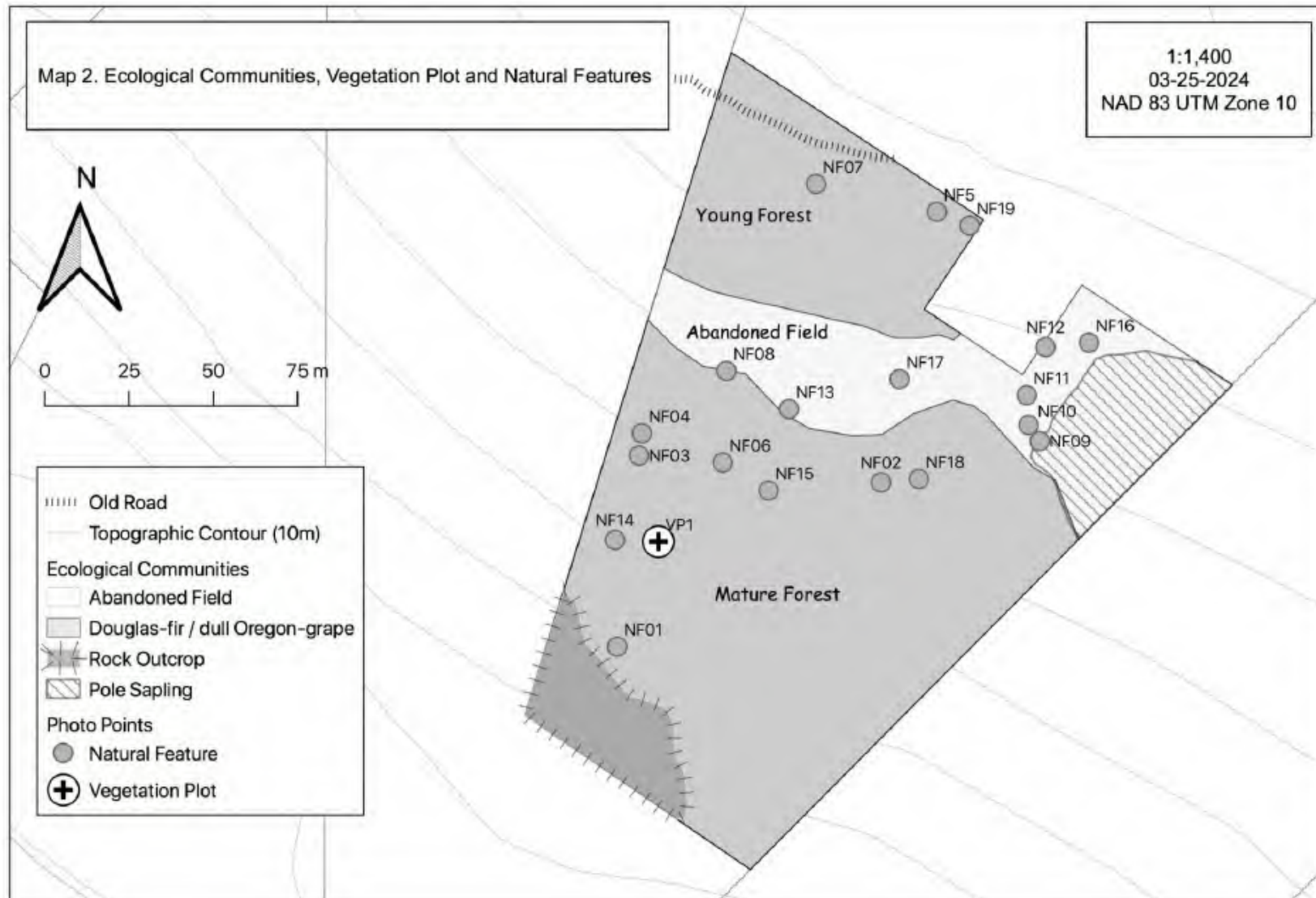
²⁷ Classification to site series is taken from Green and Klinka, 1994

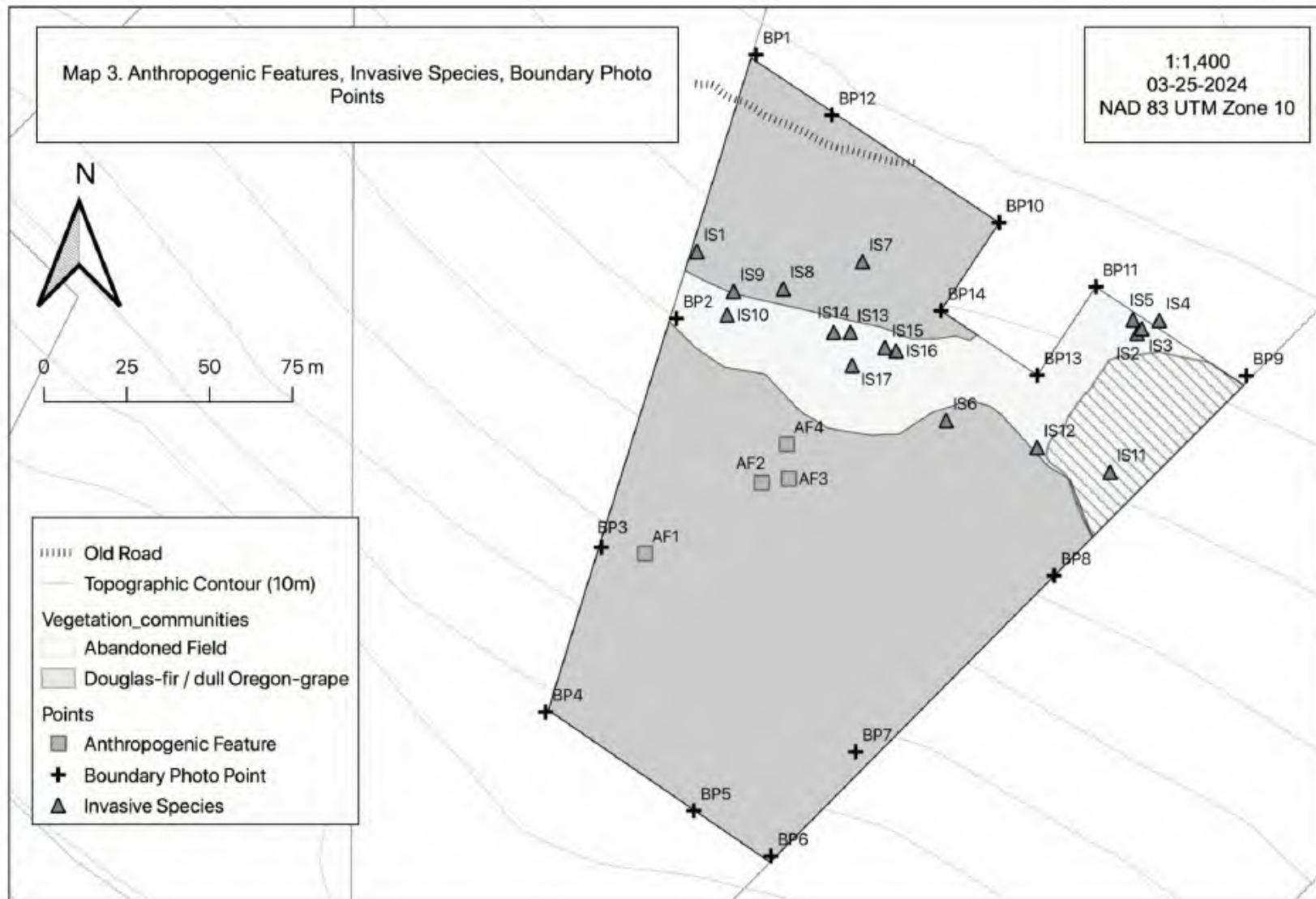
8.3. Natural Features

In addition to the red-listed ecosystem, several natural features were mapped (**Map 2** with corresponding index of Natural Features in **9.1**) that were grouped under the following categories:

Natural Feature Category and Description	Natural Feature Label
All old growth or veteran trees, wildlife trees, snags that have significance for cavity nesters, roosting areas, bat, small mammal, gastropod, reptile and amphibian habitat were mapped.	NF01, NF02, NF03, NF04, NF06, NF07, NF08, NF13, NF14, NF15
Open-grown field Douglas-fir or “wolf trees”	NF09, NF10, NF11, NF12
Downed nurse logs and large coarse woody debris areas	NF18
Unusual trees/ shrubs for covenant area, bitter cherry, arbutus, redcedar nursery (browsed)	NF05, NF19, NF17
Thatching ants’ nest (<i>Formica obscuripes</i>)	NF16

9.0 Maps





9.1. Map Features and Photo Points Index

PHOTO POINT	LOCATION UTM Zone 10 Northing Easting	Photo Direction	Photo- grapher	DATE YYYY-MM-DD	DESCRIPTION
VEGETATION PLOTS - MAP 2					
VP1	5407764	0°	JS	2024-03-09	Douglas-fir / dull Oregon-grape
		90°			
	465922	180°			
		270°			

PHOTO POINT	LOCATION UTM Zone 10 Northing Easting	Direction of Photo	Photo- grapher	DATE YYYY-MM-DD	DESCRIPTION
NATURAL FEATURES – MAP 2					
NF1	5407733	-	JS	2024-03-09	Douglas-fir wildlife tree, 110 cms dbh, 8 m tall
	465910				
NF2	5407782	-	JS	2024-03-09	Wildlife tree x3
	465988				
NF3	5407790	No photo	n/a	2024-03-09	Wildlife tree
	465916				
NF4	5407796	-	JS	2024-03-09	Wildlife tree
	465917				
NF5	5407862	No photo	n/a	2024-03-16	Bitter cherry tree
	466005				
NF6	5407788	No photo	n/a	2024-03-09	Wildlife tree
	465941				
NF7	5407870	No photo	n/a	2024-03-09	Wildlife tree
	465969				
NF8	5407815	No photo	n/a	2024-03-16	Wildlife tree
	465942				
NF9	5407794	No photo	n/a	2024-03-16	Open grown Douglas-fir
	466035				
NF10	5407799	No photo	n/a	2024-03-16	Open grown Douglas-fir pair
	466032				
NF11	5407808	-	JS	2024-03-16	Open grown Douglas-fir pair
	466031				
NF12	5407822	-	JS	2024-03-16	Open grown Douglas-fir
	466037				
NF13	5407804	No photo	n/a	2024-03-16	Douglas-fir wildlife tree
	465961				
NF14	5407765	No photo	n/a	2024-03-16	Douglas-fir wildlife tree 95.4 cm dbh
	465909				
NF15	5407779	No photo	n/a	2024-03-16	Douglas-fir wildlife tree 81.0 cm dbh
	465955				

PHOTO POINT	LOCATION UTM Zone 10 Northing Easting	Direction of Photo	Photo- grapher	DATE YYYY-MM-DD	DESCRIPTION
NF16	5407823	-	JS	2024-03-16	Formica Ant nest
	466050				
NF17	5407812	-	JS	2024-03-16	Young redcedar nursery heavily browsed
	465994				
NF18	5407783	360°	JS	2024-03-16	Wildlife nurse log
	465999				
NF19	5407858	No Photo	n/a	2024-03-16	Arbutus tree 50 cm dbh
	466015				

PHOTO POINT	LOCATION UTM Zone 10	Photo Direction	Photo- grapher	DATE YYYY-MM-DD	DESCRIPTION
ANTHROPOGENIC FEATURES - MAP 3					
AF1	5407760	No photo	n/a	2024-03-09	Stump Douglas-fir 115 cm DSH notch
	465912				
AF2	5407781	-	JS	2023-03-16	Stump Douglas-fir 120 cm DSH notch
	465947				
AF3	5407783	-	JS	2023-03-16	Stump Douglas-fir 90 cm DSH notch
	465955				
AF4	5407793	-	JS	2023-03-16	Stump Douglas-fir 75 cm DSH notch
	465955				

PHOTO POINT	LOCATION UTM Zone 10	Photo Direction	Photo- grapher	DATE YYYY-MM-DD	DESCRIPTION
INVASIVE SPECIES – MAP 3					
IS1	5407851	No photo	n/a	2024-03-09	English holly
	465927				
IS2	5407826	No photo	n/a	2024-03-09	Common hawthorn 3 m
	466060				
IS3	5407828	No photo	n/a	2024-03-09	Gorse and Scotch broom
	466062				
IS4	5407830	No photo	n/a	2024-03-16	Common hawthorn
	466067				
IS5	5407830	No photo	n/a	2024-03-09	English holly 6 m
	466059				
IS6	5407800	No photo	n/a	2024-03-09	English holly
	466003				
IS7	5407848	No photo	n/a	2024-03-16	English holly
	465977				
IS8	5407840	No photo	n/a	2024-03-16	English holly
	465953				
IS09	5407839	No photo	n/a	2024-03-16	English holly
	465938				
IS10	5407832	No photo	n/a	2024-03-16	English holly
	465937				

IS11	5407785	No photo	n/a	2024-03-16	English holly 2 m
	466052				
IS12	5407792	No photo	n/a	2024-03-16	English holly 1 m
	466030				
IS13	5407827	No photo	n/a	2024-03-16	English holly 2 m
	465974				
IS14	5407827	No photo	n/a	2024-03-16	Scotch broom
	465969				
IS15	5407822	No photo	n/a	2024-03-16	Gorse
	465984				
IS16	5407821	No photo	n/a	2024-03-16	Scotch broom
	465987				
IS17	5407817	No photo	n/a	2024-03-16	English holly
	465974				

PHOTO POINT	LOCATION UTM Zone 10	Photo Direction	Photo- grapher	DATE YYYY-MM-DD	DESCRIPTION
BOUNDARY PHOTO POINTS – MAP 3					
BP1	5407911	190°	JS	2024-03-09	Northwest corner
	465945	60°			
BP2	5407831	10°	JS	2024-03-09	
	465921	190°			
BP3	5407762	10°	JS	2024-03-09	
	465899	190°			
BP4	5407713	10°	JS	2024-03-09	Southwest corner
	465882	60°			
BP5	5407683	60°	JS	2024-03-09	
	465927	240°			
BP6	5407669	240°	JS	2024-03-09	Southeast corner
	465950	20°			
BP7	5407701	25°	JS	2024-03-09	
	465976	205°			
BP8	5407754	25°	JS	2024-03-09	
	466036	205°			
BP9	5407814	205°	JS	2024-03-09	Northeast corner
	466094	260°			
BP10	5407859	80°	JS	2024-03-16	
	466019	205°			
BP11	5407840	205°	JS	2024-03-16	
	466048	260°			
BP12	5407892	260°	JS	2024-03-09	
	465968	80°			
BP13	5407814	25°	BP	2024-03-16	
	466030	260°			
BP14	5407835	160°	BP	2024-03-16	
	466002	25°			

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11.0 Appendix 1

All Plant Species Observed in Covenant Area March 9 and 16, 2024

Abies grandis grand fir
Acer macrophyllum bigleaf maple
Arbutus menziesii arbutus
Clinopodium douglasii yerba buena
Dicranum scoparium broom moss
Eurhynchium oreganum Oregon beaked-moss
Gaultheria shallon salal
Holodiscus discolor oceanspray
Hylocomium splendens step moss
Isoetes macrospora variable moss
Linnaea borealis twinflower
Lonicera hispidula hairy honeysuckle
Lysimachia latifolia broad-leaved starflower
Mahonia nervosa dull Oregon-grape
Mahonia aquifolium tall Oregon-grape
Neckera douglasii Douglas' neckera
Osmorhiza berteroi mountain sweet-cicely
Polystichum munitum sword fern

Polytrichum juniperinum juniper haircap moss
Prunus emarginata bitter cherry
Pseudotsuga menziesii Douglas-fir
Rhytidiadelphus loreus lanky moss
Rhytidiadelphus triquetrus electrified cat's-tail moss
Rosa gymnocarpa baldhip rose
Rosa nutkana Nootka rose
Rubus ursinus trailing blackberry
Thuja plicata western redcedar
Tsuga heterophylla western hemlock
Vaccinium parvifolium red huckleberry

Invasive plants

Crataegus monogyna common hawthorn
Cytisus scoparius Scotch broom.
Ilex aquifolium English holly
Ulex europaeus gorse
Lactuca spp.

Birds and other Animals

Ariolimax columbianus Pacific banana slug
Certhis americana Brown Creeper
Colaptes auratus Northern Flicker
Corvus corax Common raven
Dryocopus pileatus Pileated woodpecker
Formica obscuripes western thatching ant
Haliaeetus leucocephalus Bald Eagle
Junco hyemalis Dark-eyed junco
Linnaea borealis Twinflower
Ododcoileus hemionus Black-tailed deer
Pipilo maculatus Spotted Towhee
Poecile rufescens Chestnut-backed Chickadee
Procyon lotor Raccoon
Pseudacris regilla Pacific Treefrog
Regulus satrapa Golden-crowned Kinglet
Sitta canadensis Red-breasted Nuthatch
Tamiasciurus hudsonicus Red squirrel
Troglodytes pacificus Pacific Wren
Turdus migratorius American Robin



ITC_2024-03-09_SSI_Larmour_BP10



ITC_2024-03-09_SSI_Larmour_BP10_South



ITC_2024-03-09_SSI_Larmour_BP10_West



ITC_2024-03-09_SSI_Larmour_BP11_South



ITC_2024-03-09_SSI_Larmour_BP11_West



ITC_2024-03-09_SSI_Larmour_BP12_East



ITC_2024-03-09_SSI_Larmour_BP12_West



ITC_2024-03-09_SSI_Larmour_BP13 NE



ITC_2024-03-09_SSI_Larmour_BP13 NW



ITC_2024-03-09_SSI_Larmour_BP14 NE



ITC_2024-03-09_SSI_Larmour_BP14 SE



ITC_2024-03-09_SSI_Larmour_BP1_NW_Corner_East



ITC_2024-03-09_SSI_Larmour_BP1_NW_Corner_South



ITC_2024-03-09_SSI_Larmour_BP2_North



ITC_2024-03-09_SSI_Larmour_BP2_South



ITC_2024-03-09_SSI_Larmour_BP3_North



ITC_2024-03-09_SSI_Larmour_BP3_South



ITC_2024-03-09_SSI_Larmour_BP4 SW Corner (1)



ITC_2024-03-09_SSI_Larmour_BP4_SW_CornerEast



ITC_2024-03-09_SSI_Larmour_BP4_SW_Corner_North



ITC_2024-03-09_SSI_Larmour_BP5_East



ITC_2024-03-09_SSI_Larmour_BP5_West



ITC_2024-03-09_SSI_Larmour_BP6_SE_Corner_North



ITC_2024-03-09_SSI_Larmour_BP6_SE_West



ITC_2024-03-09_SSI_Larmour_BP7_North



ITC_2024-03-09_SSI_Larmour_BP7_South



ITC_2024-03-09_SSI_Larmour_BP8_North



ITC_2024-03-09_SSI_Larmour_BP8_South



ITC_2024-03-09_SSI_Larmour_BP9_NE_Corner_South



ITC_2024-03-09_SSI_Larmour_BP9_NE_Corner_West



ITC_2024-03-16_SSI_Larmour_AF2_Stump_Fd120cm_DSH_notch



ITC_2024-03-16_SSI_Larmour_AF3_Stump_90cmDSH_notch



ITC_2024-03-16_SSI_Larmour_AF4_Stump_Fd75cm_DSH_notch



ITC_2024-03-16_SSI_Larmour_NF11_OpenGrown_Pair



ITC_2024-03-16_SSI_Larmour_NF12 OpenGrown_Douglas-fir



ITC_2024-03-16_SSI_Larmour_NF16_Ant_nest



ITC_2024-03-16_SSI_Larmour_NF17_Young_redcedar_nursery



ITC_2024-03-16_SSI_Larmour_NF18_Wildlife_nurse_log



ITC_2024-03-16_SSI_Larmour_NF1_Wildlife_Tree_110cm_DBH



ITC_2024-03-16_SSI_Larmour_NF2_Wildlife_TreesX3



ITC_2024-03-16_SSI_Larmour_NF4_Wildlife_Tree



ITC_2024-03-16_SSI_Larmour_VP1_East



ITC_2024-03-16_SSI_Larmour_VP1_North



ITC_2024-03-16_SSI_Larmour_VP1_South



ITC_2024-03-16_SSI_Larmour_VP1_West

END OF DOCUMENT



BRIEFING

To: Islands Trust Conservancy Board **For the Meeting of:** October 1, 2024
From: ITC Manager **Date Prepared:** September 18, 2024
SUBJECT: ITC Board – Executive Committee Liaison Meetings

PURPOSE: To seek direction from the ITC Board regarding how often it wants to meet jointly with Executive Committee in 2025.

BACKGROUND: It had been regular practice for the Islands Trust Conservancy Board and the Executive Committee to hold a joint meeting in July each year.

In October 2023, by resolution, the ITC Board directed staff to seek agreement from Executive Committee to meet quarterly with the ITC Board as part of regularly scheduled meetings with targeted agenda focused on:

- Reconciliation and engagement with First Nations
- Professional biologist needs for ITC, Local Trust Committees and Trust Council
- Provincial funding request for ITC work, and
- Climate Change, including FireSmart and fire risk management

Generally, Executive Committee meets at least twice/month. The ITC Board typically meets six times/year, in January, March, May, July, early October, and November. In 2024, the ITC Board and Executive Committee met in January and April and will meet again in October 2024. The ITC Board requested the July 2024 joint meeting be cancelled.

Topics discussed to date include:

- Cooperation on Spatial mapping support for Islands Trust Conservancy and Land Use Planning
Outcome: Executive Committee to request staff to provide Executive Committee and ITC Conservancy with options for sharing Geographic Information Systems (GIS) resources.
- Provincial Funding Request re: Islands Trust Conservancy
Outcome: Discussion re: capability of meeting First Nations engagement goals from Minister Business Case subsequently put to Trust Council and \$20,000 provided for First Nations engagement for Five Year Plan
Discussion re: Provincial grant funding options and opportunities
Discussion on a framework for co-management or governance with First Nations.
- GIS Funding and Property Management Team Lead position
Outcome: Trust Council funding two positions (Sr. Technical Analyst and Property Management Team Lead)
- Islands Trust Conservancy Presentation to June Trust Council
Outcome: Discussion re: Natural Area Protection Tax Exemption Program, Climate Change, Indigenous Protected and Conserved Areas, Islands Trust Conservancy Five Year Plan, ITC successes, 50th Anniversary.

- Addressing Climate Change Emergency Together
Outcome: Briefing was provided by ITC Chair and discussion re: need for science based data, need for further ecosystem mapping, ecosystem loss in the Islands Trust Area, trends, updating publication titled “Conservation Status of Local Trust Areas”, and suggestion of spending some of the \$111,000 received from Local Government Climate Action Program toward Terrestrial Ecosystem Mapping and to continue eelgrass mapping.

DISCUSSION/DIRECTION:

Staff would like to confirm the ITC Board’s level of interest in continuing to meet quarterly with Executive Committee in 2025 or if the Board would like to change the timing for joint meetings (e.g., joint meeting twice/year, or back to once/year).

ATTACHMENT(S): None

FOLLOW-UP: ITC Staff will follow up with Executive Committee coordinating staff and propose joint meetings for 2025 as directed by the ITC Board.

Prepared By: Carolyn Stewart, Acting Manager



August 1, 2024

Ref: 274836

Risa Smith, Chair
Islands Trust Conservancy Board
200-1647 Fort St
Victoria BC V8R 1H8

Dear Chair Smith:

Thank you for your letter of May 12, 2024, on behalf of the Islands Trust Conservancy Board, requesting guidance regarding the investment of funds and land management in the absence of an approved ITC Plan (plan). I apologize for the delay in my response.

My responses to the Board's two requests for clarification are as follows:

Under Section 43(3) of the *Islands Trust Act*, the property of the trust fund may be invested as permitted under the provisions of the *Trustee Act* respecting the investment of trust property by a trustee, subject to the approval of the minister. By way of this letter, I am confirming that the Islands Trust Conservancy is authorized to invest funds as permitted, subject to the restrictions of Section 43(3) of the *Islands Trust Act*.

In addition, I would like to confirm that ministerial approval for any new acquisitions will include authorization to hold and manage these acquired lands. As you are aware, under Section 44(2) of the *Islands Trust Act*, the Conservancy must not acquire, hold, or dispose of land without the prior approval of the minister, except in accordance with an approved plan.

Finally, I appreciate receiving the update that the Islands Trust Conservancy will be inviting First Nations to participate in drafting the next five-year plan, with the target of plan delivery in late 2025. I wish you all the best with this important work over the next year.

Sincerely,

Anne Kang
Minister of Municipal Affairs

pc: Peter Luckham, Chair, Islands Trust Council
Clare Frater, Director of Trust Area Services, Islands Trust Conservancy

From: Stewart Brands [REDACTED]
Sent: Thursday, August 1, 2024 3:06 PM
To: Ecosystems <Ecosystems@islandstrust.bc.ca>
Subject: Protective covenants

Hello,

I propose that Protective Covenants be available to Gulf Island landowners free of any fees including survey fees and processing charges.

Landowners wanting to develop property with infrastructure or downsize lots to sell for profit get free Trust meeting time, free Trustee time, free Trust Planner advice and time and free Trust lawyer advice through Planner liaison.

Meetings to plan development facilitates the alteration of natural habitats and more often their destruction with replacement to lawns ,gardens, building footprints drives, parking and so on . Trustees and Planners alike facilitate these changes to the natural habitats.

To involve an equally potent force for preservation, the Islands' Trust has a duty to equal the playing field. This is clearly inferred and stated in the Statute referred to as the Mandate. The clear and most effective way of doing this is to make available the promotional humongous Planning budget available to landowners who want a protective covenant free of the above mentioned costs.

The astounding downsizing of lots over the years since the Trust was formed, which I have witnessed, show that preservation of forests is not a Trust priority. Enabling free Protective Covenants will be an incentive to protection. Let me know what you think and reply with your name and email for idea exchanges.

Keep well,
Stewart Brands.
Biologist, artist, 52 year resident

From: Kathryn Martell <kmartell@islandstrust.bc.ca>
Sent: Friday, August 2, 2024 4:02 PM
To: Stewart Brands [REDACTED]
Cc: Carolyn Stewart <cstewart@islandstrust.bc.ca>
Subject: RE: Protective covenants

Hello Stewart,

Thank you for contacting us with your ideas for making it easier for landholders to undertake conservation covenants in the Islands Trust Area.

Islands Trust Conservancy staff do assist landholders interested in conservation initiatives in many ways (e.g., providing general information on different ways to conserve land, advice and guidance for their particular situation as appropriate, negotiating conservation covenant agreements) and Trust Council does have a process to consider waiving NAPTEP application fees in some situations (there are no application fees for non-NAPTEP covenants or land donations).

You are correct that Islands Trust Conservancy does not cover all costs related to conservation covenants. Our operating budget comes from tax dollars. It is not considered appropriate for those operating funds to be used to financially assist donating landholders since those landholders 'benefit' via reduced property taxes (conservation covenants) or charitable gift receipts for income tax purposes (if it is in the Federal Ecological Gifts Program). However, in certain circumstances, financial assistance for some aspects can be provided and/or certain costs are covered by Islands Trust Conservancy (e.g., surveys, baseline reports, Land Title Office registration costs). Financial assistance is subject to ITC Board approval and comes from funds raised through donations (e.g., ITC's [Opportunity Fund](#)) or may be covered through other partner agencies (e.g., Ecological Gifts Program).

I will pass your email on to the Islands Trust Conservancy Board at its next meeting (October 1, 2024). You may also wish to share your concerns with your local elected Trustees / Local Trust Committee and Trust Council. There are various methods to do so, outlined on the Islands Trust website [here](https://islandstrust.bc.ca/contact-us/share-your-views/) (<https://islandstrust.bc.ca/contact-us/share-your-views/>).

HÍSWŲĒ for your interest in conservation in the Salish Sea.
All the best,
Kathryn

Kathryn Martell, MSc, RPBio
Ecosystem Protection Specialist
Islands Trust Conservancy | T 250.405.5176
Protecting islands in the Salish Sea

I am grateful to live and work as a guest in the Islands Trust Area, which is located within the treaty lands and territories of the BOŲĒĆEN, Cowichan Tribes, K'ómoks, Lyackson, MÁLEXĒĒ, Qualicum, scəwəθən, səliwətaʔ, SEMYOME, shishálh, Skwxwú7mesh, Snaw-naw-as, Snuneymuxw, Songhees, Spune'luxutth', SŲÁUTW, Stz'uminus, ʔaʔəmen, Ts'uubaa-asatx, Wei Wai Kum, We Wai Kai, W JOĒĒĒP, W SIŲĒEM, Xeláltxw, Xwémalhkww, Xwsepsum, and xʷməŋkʷəyəm First Nations.

From: Stewart Brands [REDACTED]
Sent: Monday, August 19, 2024 2:22 PM
To: itcmail
Subject: Protective Covenant

Hello Caroly,

Here is an email /mini thesis on how the Trust can equal the playing field with respect to development ,downsizing and monetising properties which evidence from the last 30 years is in an exponential growth phase.

Since I composed it would be interesting to read your impressions and opinions if any.

I have been a resident of Galiano for 52 years almost every day and am familiar with the beginning of the Trust. I and a few others created the first habitat protection society in 1974 on the Island called the Montague Harbour Protection Society.

Anyway read and assess:

To whom it may concern which may be everyone within the Trust region,

As a suggestion w.r.t Protective Covenants for property owners, it is compatible with the raison d'etre of the Islands' Trust and the Mandate of the Act that the entire cost of establishing Protective Covenants on private properties ,if the owners so wish,be free of costs to the owner and that those costs come from the Islands' Trust Planning budget.

In this way the whole of the taxpayer infusion of funds to the Trust contributes to the intrinsic reason for the Trust's existence to Preserve and Protect the natural islands' habitats.

Some people reason that this would be inappropriate because those covenant holders would benefit financially from the budget for reduced property taxes.

This reasoning lacks consistency and inherent logic as a reason to not proceed with no cost Protective Covenants on private property. That is so because it ignores the fact that the Islands' Trust contributes significant free services from the Planning budget to developers demanding Trust resources for downsizing lots and upgrading them.

These free services to developers cause huge gains in property values to those who develop their lots that dwarf the savings to Covenant holder tax reductions. Developers gain financially in a significant and immediate way from the free resources provided by the Trust.

These free Trust resources from the Trust to developers of lots include free meeting time, free Planner advice and time, free Planning lawyer advice and free Trustee time. The total time spent on each developer application represents large costs to the taxpayer for even larger financial gain to the developer via real estate value appreciation and amortisation.

As stated above the gains to developers using Trust resources dwarf the property tax reduction an individual lot owner would receive with free Protective Covenant costs.

Hence the amount of property tax savings to the Covenant holder caused by support from the Planning budget is entirely consistent with the profits made by developers with the same Planning budget support.

Obtaining a Protective Covenant is, by definition, Planning as much as Development Permits are Planning.

Prohibiting free Protective Covenant as a Trust service from the Planning budget while providing free services to development permit clients is an inconsistent and improper bias, which places the Island Trust in direct conflict with the Mandate of Preserving and Protecting

natural habitats. Such an inconsistent bias is contrary to the Mandate of the Trust and the initial conditions of the Trust's creation.

The solution to this inconsistency is for the Trust to provide free Protective Covenant fees to property owners who wish that form of covenant to protect the natural Gulf Island habitat in their jurisdiction.

Those who state that this is not possible because those property owners gain by reduced property taxes are improperly biased for the above stated reasons and are wrong for a plethora of reasons.

The Trust has reasons, therefore, that are entirely consistent with the Mandate to provide, from the Planning budget, costs to the establishment of Protective Covenants to any Islands' Trust property owner who wants one for their property free of costs charge.

There is ample reason that this becomes immediately possible and abundantly useful when looking ahead to 2050 considering the exponential rise in pressures to remove natural habitat synergies with associated exponential development and downsizing of lot applications.

I have sent this and another suggestion to the Trust. The first reply was that people cannot receive funds when there is a gain through tax reduction. The above mini essay shows why this is inconsistent with established and present Trust policy w.r.t developers.

As a related topic, it can be argued that Parks are a type of land use development since there are no guarantees that Park use in the future may include building infrastructure to accommodate human traffic.

Therefore, as a balance to that the definition of a Nature Reserve should have a more stringent class of its own including no parking and no human infrastructure at all. Land trades for "Parkland" is inconsistent because "Parks" are a form of land use and open for various types of infrastructure development to facilitate stresses on natural habitat synergies.

Allowing lot development for a parkland trade is in effect causing 2 forms of development, not one as advertised.

Looking forward to your views, Stewart Brands

From: Stewart Brands [REDACTED]
Sent: Friday, September 20, 2024 3:22 PM
To: Ecosystems
Subject: NAPTEP Focus

To whom it may concern within the Trust Conservancy, The Trust Executive and others substantially engaged to alter the Trust Policy Statement,

There is a savings to those landowners who establish a Protective Covenant on a natural Gulf Island habitat lot that qualifies in size .

Firstly: It is stated in the 2050 plan that in some circumstances the lot owner will not be required to pay the cost of establishing this Protective Covenant, the fees of which are clearly stated and available with research.

Secondly: The Trust Conservancy does not have final approval to wave the costs and to establish the Protective Covenants.

Thirdly: There is a codicil of no approval stating "...4.2 When an applicant claims that he or she cannot afford the cost of the application and the application would not otherwise qualify for sponsorship or initiation."

The Island Trust's primary intrinsic role and function, as defined by an Act, is to Preserve and Protect the natural habitats of the Gulf Island archipelago. A Protective Covenant created for a private lot is the most well- defined act which embodies the Trust intrinsic objective. It is the only development proposal which eliminates the possibility of development in perpetuity.

The Trust Conservancy is imbued with the responsibility of being the most knowledgeable concerning the research and scientific knowledge of the Islands biomes.

Toward that end the people of the Conservancy are chosen with a career path including the scientific knowledge of various fields so as to understand the synergistic aspects of the individual micro biomes and how they interrelate to create the habitat legislated for protection generally by the Act.

Therefore, it would be most logical and proper for the Island Conservancy to have the final say as to the approval of a lot being Covenanted and to wave the cost to anyone who wishes to establish a Covenant.

As a comparison, only a qualified mechanic can approve a vehicle as safe for the road. His company manager cannot do that. Likewise, the Trust Board should not have a final say in who gets a Protective Covenant. The Island Conservancy should have sole power to approve a Covenant. The Trust Executive nor the

Trustees spend their lives studying the sciences associated with natural habitats just as a manager of a auto repair company is not actually working on vehicles and may know nothing about mechanical details.

With regard to the third note 4.2. It states, "when an application would not otherwise qualify for sponsorship or initiation." This is an open ended entirely unspecific statement that has no bearing on the subject it is intended to clarify. That is because the size of a lot ripe for a Protective Covenant is clearly stated. So it is implied that this "not otherwise qualify", means something other than the size requirement. Hence this imbues the Trust bodies, other than the Trust Conservancy, to reject an application for Protective Covenant on a qualifying lot size for ambiguous non- scientific reasons. This is or could be a flagrant abuse of process and power potentially.

Consider for instance a lot that has been misused and the natural habitat degraded. This does not eliminate it from a Protective Covenant because left to its own resources in time the forces driving natural habitats will reclaim the lot and be natural again in time. This is one of the great features of a Protective Covenant in perpetuity. A five to ten acre lot can regain its climactic state.

With regard to the no cost establishment to a landowner for establishing a Protective Covenant it should be free of charge to anyone who wants one and qualifies. The Planning budget should cover these costs.

If the lot would be developed the Planners would use many times more in costs processing the application than the Covenant fee. These costs would be for their salaries, meeting time, Trustees time, processing of meeting documents and associated secretarial fees and so on.

Providing free Protective Covenants would allow the Trust to save huge administrative costs over time.

The Trust Executive is advertising just the opposite and wrongly so. The only people to gain by not making the Protective Covenants free of charge are the Planners, lawyers working with them, the meeting hall owners and the workers processing the files. This is too much incentive for insider trading on habitat development from a large tax budget to be allowed.

Therefore, only a policy of free Protective Covenant processing would avoid misuse of planning budget funds which is the largest budget of the Trust.

To reiterate, The Island Trust's primary intrinsic role and function, as defined by an Act, is to Preserve and Protect the natural habitats of the Gulf Island archipelago. A Protective Covenant created for a private lot is the most well-defined act which embodies the Trust intrinsic objective.

Making the costs associated with Protective Covenants the responsibility of the Planning Budget is entirely in line with the Trust Mandate and would save, in the

long run, many millions of dollars that would otherwise be used to develop and destroy natural Gulf Island habitats.

To disagree with this statement is in of itself an admission that one disagrees with the Trust Mandate and the primary intrinsic function of the Island Trust. Sometimes things are clear and simply understood.

The cost saving to the Trust over time and the correctness relative to the intent of the Act ,in providing no cost Protective Covenants on lots which have qualifying size, is one of these clear truths.

Lot owners of any income bracket should have no cost Protective Covenant for qualifying lots.

Contrary to the Executive announcements that the Planning Budget suffer with free Covenant costs the opposite is true over time both for the Planning Budget and for the communities in general.

The tax money saved by Covenant owners will find its way into the Islands' economy as sure as water flows downhill.

Let me know what you think and please CC this to collect others' opinion which I welcome,

Sincerely , Stewart Brands.



Public Acquisitions Update For October 1, 2024

Property Name and Island	Date (yyyy/mm/dd)	Notes
PUBLICLY CONSIDERED PRIVATE LAND ACQUISITIONS		
Crystal Mountain (Galiano) 18.3 ha.	2017/11/21	ITC 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.
	2019/07/24	Received subdivision proposal plan from the planning department.
	2020/09/08	Applicant provided a revised proposal to the Galiano Island Local Trust Committee.
	2020/12/10	File transferred to TAS Director Frater due to declared conflict of interest by ITC Manager, Kate Emmings.
	2021/01/28	ITC Staff met with applicant. An application update is anticipated for the May ITC Meeting.
	2021/05/25	Update provided to ITC Board.



Public Acquisitions Update For October 1, 2024

Crystal Mountain (Galiano) 18.3 ha.	2021/05/25	ITC-2021-019: It was MOVED and SECONDED, that the Islands Trust Conservancy Board accept the updated approximate lot configuration proposed by the Crystal Mountain Society, subject to staff assessment that adjusted lot boundaries meet ITC conservation goals and policies, based upon a site visit and review of any necessary additional ecological information from the applicant. ITC-2021-020: It was MOVED and SECONDED, that the Islands Trust Conservancy Board accept the Crystal Mountain Society proposal to register a Statutory Right of Way across Lot A on the upper ridge, in favour of Islands Trust Conservancy, to provide legal access to the eastern part of Lot A via the legal easement across neighbouring Lots B and C. ITC-2021-021: It was MOVED and SECONDED, that the Islands Trust Conservancy Board express support for the Crystal Mountain Society proposal to alter the lot boundaries of Lot 9 and Lot 10, prior to land transfer to Islands Trust Conservancy, to remove the pagoda from the proposed nature reserve, subject to staff assessment that adjusted lot boundaries meet ITC conservation goals and policies, based upon a site visit and review of any necessary additional ecological information from the applicant ITC-2021-022: It was MOVED and SECONDED, that the Islands Trust Conservancy Board request that the Crystal Mountain Society update the Ecological Inventory report and other relevant documents to reflect the proposed boundary changes, prior to transfer of the land. ITC-2021-023: It was MOVED and SECONDED, that the Islands Trust Conservancy Board accept the Crystal Mountain Society proposal to register a Statutory Right of Way for emergency access on Lot A in favour of the Capital Regional District prior to subdivision, subject to Crystal Mountain Society's working with ITC staff to develop an appropriate agreement.
	2021/07/07	Staff site visit scheduled.
	2021/07/21	Follow-up staff visit to discuss lot boundary options.
	2022/02/09	Applicant and staff discuss coordinating a visit from a Cultural Knowledge Holder.
	2022/08/16	Meeting with applicant to discuss their meeting with Penelakut Elders and leadership.
	2022/11/24	Meeting with applicant's agent to discuss potential co-management relationship with Penelakut.
	2023/02/01	Applicant's agent provided update on process of fulfilling ITC Board's requirements; continuing discussion with staff about engagement with Penelakut Tribe and other Indigenous community members.
	2023/05/06	Penelakut Tribe has requested greater consultation around subdivision and bylaw. ITC work on hold.
Current Total ITC Acquisitions:		34



PUBLIC COVENANTS UPDATE For October 1, 2024

NAPTEP COVENANTS		
<i>28 NAPTEP Covenants on title, 4 NAPTEP covenants in progress</i>		
Property	Date	Notes
Doris McHardy NAPTEP Covenant (North Pender Island, ~1 ha)	2024/02/04	Application received.
	2024/02/14	Application sent for Ministerial approval.
	2024/03/19	ITC-2024-13: It was MOVED and SECONDED that the Islands Trust Conservancy Board approve the conservation proposal submitted by Sara Miles, Mike Timmins, and Vivian Mitchell, to place a NAPTEP covenant on approximately 0.6 ha of North Pender Island, PID: 005-837-651, Lot 6, Sections 18 and 22, Pender Island, Cowichan District, Plan 6294, subject to review of First Nations responses and to Ministerial approval, to protect woodlands and herbaceous habitats, maturing dry Douglas-fir forest, and adjacent protected areas.
	2024/04/18	Staff updated the Ministry of Municipal Affairs, who replied that they will wait for results of First Nations referral before reviewing the application.
	2024/04/29	Application referred to First Nations. Response window of 90 days ends on July 25 th , 2024.
	2024/07/08	Referral reminder sent to First Nations.
	2024/07/25	First Nations referral response window closes. Responses compiled and submitted to Minister's office for review and approval of the covenant application.
	2024/08/28	Covenant approved by the Minister. Application will be sent to Trust Council for tax exemption approval at December 2024 meeting.
Koontz NAPTEP Covenant Gabriola Island (~2.5 ha)	2023/02/08	Application received.
	2023/05/30	ITC-2023-017: It was MOVED and SECONDED , that the Islands Trust Conservancy Board approve the conservation proposal submitted by Yarrow Koontz, to place a NAPTEP covenant on approximately 2.5 ha of Gabriola Island, PID: 005-788-447, That Part of Lot 3, Section 5, Gabriola Island, Nanaimo District, Plan 6986, Lying to the North West of a Road Dedication by Plan 17829, Except those parts in Plans 21783 and 26145, to protect wetlands, maturing forest, and sensitive riparian and cliff habitats.
	2023/06/12	Staff informed applicant of Board decision.
	2023/07/07	Application referred to First Nations.
	2023/08/18	First Nations referral window ended. Only one response has been received, indicating no comments regarding this application.



PUBLIC COVENANTS UPDATE For October 1, 2024

	2023/09/14	Referred for information to Gabriola Island Local Trust Committee. No comments received.
Koontz NAPTEP Covenant (cont'd)	2023/09/27	Application for tax exemption approved by Trust Council (resolution number pending)
	2023/10/05	Phase II next steps correspondence sent to landholder.
	2023/10/19	Site visit to determine covenant area boundaries.
	2023/10/23	Applicant submitted request to have NAPTEP fees sponsored by EC. Staff working to add to November EC meeting
	2023/10/26	Submitted expression of interest for funding support from Ecological Gifts Program.
	2023/11/22	Executive Committee approved sponsorship of NAPTEP Application: EC-2023-120 It was MOVED and SECONDED , that Executive Committee approve financial sponsorship of \$450 for Natural Area Protection Tax Exemption Program (NAPTEP) application GB-NAP-2023.1 (Koontz), Gabriola Island.
	2023/12/08	Applicant requested ITC support in arranging Priority Agreement with mortgage holder. Ongoing. Further work negotiating and drafting covenant is on hold pending agreement from mortgage holder.
	2023/12/15	NAPTEP Phase I fee refund cheque mailed to applicant.
	2023/12/22	ITC staff worked with GaLLT to secure Ecological Gifts Program funding for covenant area survey; procurement process underway (contract will be directly with Environment & Climate Change Canada). Survey work planned for January.
	2024/02/14	Application sent for Ministerial approval.
	2024/02/29	Contract signed for land survey (with ECCC).
	2024/03/27	Covenant area survey complete.
	2024/03/27	Ministerial approval received for covenant.
	2024/05/13	Applicant connected with mortgage provider about Priority Agreement.
	2024/06/21	Mortgage holder provided approval in principle for a Priority Agreement for the covenant and SRW over the mortgage.
	2024/08/23	Draft covenant reviewed by ITC legal.
	2024/08/28	Draft baseline inventory report submitted by contractor. Reviewed by ITC.
	2024/09/16	Final draft covenant sent to landholder and GaLLT for final agreement on language.
	2024/09/17	ITC staff site visit to complete field surveys for baseline inventory report.
	2024/10/01	Final covenant agreement in this package for Board approval and review (late item).



PUBLIC COVENANTS UPDATE For October 1, 2024

Larmour NAPTEP Covenant Salt Spring Island (2.45 ha)	2021/10/15	Application received.
	2022/01/24	ITC-2022-003: It was MOVED and SECONDED , that the Islands Trust Conservancy Board approves the conservation proposal submitted by Rodney Polden, on behalf of Skye Larmour, to donate a 2.45 ha NAPTEP covenant on Salt Spring Island, over a portion of Lot 1, Section 87, South Salt Spring Island, Cowichan District, Plan VIP 27894, PID: 000-138-452, to protect mature forests, wetlands, and connectivity to other protected areas, and advise the applicant that ITC will defer this securement project until late 2022/early 2023 due to staff capacity constraints.
	2022/02/04	Staff informed applicant of Board decision.
	2023/02/09	Staff initiated discussion with ALC about providing approval for placing NAPTEP covenant on non-ALR portion of the property.
	2023/04/21	Site visit to discuss next steps and details with landowner and applicant. Staff to begin negotiating covenant as soon as capacity permits, and submit application for Trust Council approval.
	2023/06/30	Application referred to First Nations. Requested response date is August 18 th , 2023.
	2023/08/18	First Nations referral window ended. Responses were received from two First Nations, one of whom indicated that they do not have any comments to provide regarding this application; and the another who requested a copy of the baseline inventory report when it is completed.
	2023/09/14	Referred for information to Salt Spring Island Local Trust Committee. No comments received.
	2023/09/27	Application for tax exemption approved by Trust Council (resolution number pending)
	2023/10/05	Phase II next steps correspondence sent to landholder.
	2023/10/30	Submitted expression of interest for funding support from Ecological Gifts Program.
	2023/11/27	Applicant submitted request to have NAPTEP fees sponsored by EC.
	2023/12/20	Executive Committee approved sponsorship of NAPTEP Application: EC-2023-131: It was MOVED and SECONDED , that the Executive Committee approve financial sponsorship of \$450 for Natural Area Protection Tax Exemption Program (NAPTEP) application SS-NAP-2021.1 (Larmour), Salt Spring Island.
	2024/02/20	Contract signed for baseline inventory (with ECCC, EcoGifts program funding)
	2024/02/28	Draft covenant sent to landholder and co-covenant holder for review.
	2024/04/28	Final baseline report received.
	2024/08/20	Draft covenant sent to ITC legal for review.
	2024/08/23	Received draft covenant revised by ITC legal.



PUBLIC COVENANTS UPDATE For October 1, 2024

Larmour NAPTEP Covenant (cont'd)	2024/09/09	Finalized contract for survey completion.
	2024/09/16	Final draft covenant sent to landholder and GaLLT for final agreement on language.
	2024/10/01	Final covenant agreement in this package for Board approval and review.
R. Leader NAPTEP Covenant Salt Spring Island (3.54 ha)	2020/06/16	Application received.
	2020/11/24	ITC-2020-039: It was MOVED and SECONDED , that the Islands Trust Conservancy Board approve the conservation proposal submitted by Robert Leader to place a NAPTEP covenant on approximately 5 ha on Salt Spring Island, PID: 000-395-081, LOT 2, SECTION 72, SOUTH SALT SPRING ISLAND, COWICHAN DISTRICT, PLAN 36292 Except Plan 40974
	2020/12/02	TC-2020-112: It was MOVED and SECONDED , that the Islands Trust Council request the Secretary issue a Natural Area Protection Tax Exemption Certificate for the covenanted portion of the property described as 'Lot 2, Section 72, South Salt Spring Island, Cowichan District, Plan 36292 Except Plan 40974, Parcel Identifier 000-395-081' subject to registration of a conservation covenant and completion of a baseline inventory report consistent with the standards developed for NAPTEP.
	2020/12/15	Referred for information to the Salt Spring Island Local Trust Committee. No comments received.
	2021/04/08	Phase II application fee received
	2021/04/12	ITC staff discussion with TLC about discharging existing covenant on the property. Ongoing.
	2021/04/26	ITC staff approves contractor to conduct baseline inventory. Work underway.
	2021/05/04	ITC staff discussion with SSIC about discharging existing covenant on the property. Ongoing.
	2021/05/11	First covenant draft sent to landowner for review.
	2021/05/14	Draft covenant sent to TLC and SSIC for their Board to review as part of their discussions about discharging the existing covenant these organizations co-hold on the property. ITC staff to participate in upcoming Board meetings of these organizations to provide information about NAPTEP and this proposed covenant.
	2021/05/14	Request for legal advice about impact of clause in existing covenant, restricting ability to place additional easements on the property.
	2021/05/22	Staff participate in TLC Board meeting to provide background information about NAPTEP program and discuss details of this application for a NAPTEP covenant to replace or be placed in addition to existing TLC / SSIC covenant.
	2021/05/28	Received legal counsel that the existing covenant contains no restrictions on ability to place NAPTEP covenant on the property.



PUBLIC COVENANTS UPDATE For October 1, 2024

R. Leader NAPTEP (cont.)	2021/06/16	Discussion with landowner about rights and restrictions in the draft covenant. Ongoing.
	2021/07/05	SSIC and TLC agree to discharge existing covenant subject to registration of NAPTEP covenant. SSIC has requested becoming co-covenant holder for NAPTEP covenant.
	2021/07/29	Landowner begins discussions with mortgage provider about granting priority to the Covenant and Rent Charge. Ongoing.
	2021/09/09	ITC received and accepted final baseline inventory report.
	2022/01/21	Staff called to discuss need to get mortgage provided to grant priority to the Covenant. Followed up with email to credit union representative.
	2022/02/21	No response from credit union, informed landowner and indicated that they will need to pursue this issue.
	2022/09/26	Staff emailed to remind landowner that NAPTEP application expires December 2nd and enquire about progress with mortgage provider. Landholder discussed issue with credit union account manager and forwarded request for ITC staff to follow-up.
	2022/09/28	Staff contacted credit union account manager via email and left phone message.
	2022/12/06	Trust Council passed the following resolution: It was Moved by Trustee Yates and Seconded by Trustee Patrick, That the Islands Trust Council extend the timeline for issuing the Natural Area Exemption Certificate for Natural Area Protection Tax Exemption Program application SS-NAP-2020.3 (Salt Spring Island) until December 2024.
	2023/01/01	Ongoing discussions with credit union and landowner about priority agreement.
	2023/07/28	Staff contacted applicant to discuss next steps; left phone message, no response received.
	2024/05/07	Staff emailed applicant to discuss next steps, no response received.
	2024/07/03	Letter sent to applicant requesting confirmation of desire to proceed with NAPTEP application.
	2024/08/28	Landholder called while staff on leave; will return call asap.
REGULAR COVENANTS		
52 regular covenants on title, 0 public regular covenants in progress, 0 in camera covenants in progress.		
Property	Date	Notes
None		
ITC NATURE RESERVES WITH COVENANTS OUTSTANDING		
9 ITC Nature Reserves are without covenants, 1 ITC Nature Reserve covenant in progress.		
Property	Date	Notes



PUBLIC COVENANTS UPDATE For October 1, 2024

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	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.
	2019/05/21	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. Management Plan posted to the ITC 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.
	2020/07/14	Adjacent landowner signs Trail Licence Agreement with TIRRA (Thetis Island Residents and Ratepayers Association). Staff continues to work with owner to develop permanent legal access.
	2022/04/25	Adjacent landowner extends Trail Licence Agreement with TIRRA.
	2022/06/06	Staff discussed proposed conservation covenant with ThINC, agreement to defer. Staff will reengage with adjacent landowner to discuss more formal access arrangement.
	2022/07/27	Adjacent landowner wishes to continue with informal access agreement. Staff will continue with current access and will consider varied trail options as part of the covenant negotiations.
	2022/10/04	ITC Board rescinds resolution directing staff to negotiate a statutory right of way and related section 219 covenant with adjacent landowner.
	2023/05/30	Staff re-initiated discussion about access arrangement with adjacent landowner. Numerous efforts to set up phone call or (preferred) site visit to discuss options; unable to set meeting.
	2023/11/20	TIRRA agrees to continue holding trail licence for access through adjacent private lands
	2024/01/24	Neighbour on eastern side establishes trail that connects into FFNR from Mt Burchell trail, in a trail licence with TIRRA, as an alternate access.
	2024/03/01	TIRRA and adjacent landholder sign renewed trail licence for existing informal access, to last until April 30, 2026, with automatic renewal for an additional 2 years unless either or both parties desires otherwise.
Total	80 covenants registered	

Budget Report for Islands Trust
Conservancy Board - October 1, 2024
(as of Sept 13, 2024)

Budget Line Description	Approved Budget	Spent	Budget Balance	% Used	% Remaining
Admin Support Services	387,003	82,743.32	304,259.68	21%	79%
Communications	18,000	1,522.86	16,477.14	8%	92%
Contracted Services	20,000	-	20,000.00	0%	100%
ITC Board Honoraria	7,000	2,400.00	4,600.00	34%	66%
ITC Board Meeting Expense	2,850	578.50	2,271.50	20%	80%
ITC Board Training & Conferences	1,600	637.84	962.16	40%	60%
ITC Property Management	166,140	17,101.99	149,038.01	10%	90%
ITC Conserv. Planning & Land Secure.	26,550	281.09	26,268.91	1%	99%
Legal	22,000	2,522.67	19,477.33	11%	89%
Memberships	1,800	466.82	1,333.18	26%	74%
First Nations Engagement-Five Yr Plan	20,000	-	20,000.00	0%	100%
Safety	1,200	-	1,200.00	0%	100%
Salaries	650,286	215,407.82	434,878.18	33%	67%
Benefits	165,173	54,520.77	110,652.23	33%	67%
Subscriptions	400	-	400.00	0%	100%
Mobile Devices	2,561	1,440.08	1,120.92	56%	44%
Training & Conferences (staff)	4,700	325.00	4,375.00	7%	93%
Travel for Training (staff)	4,000	1,597.64	2,402.36	40%	60%
Travel	26,000	22,210.35	3,789.65	85%	15%
Subtotal	1,527,263	403,756.75	1,123,506.25		

2024 Islands Trust Conservancy Work Plan

July 1, 2024 (updated July 30, 2024, based on ITC Board comments July 23, 2024)

Mid-Year Update

Regional Conservation Plan Goal	Board Priority of Goal	Type of Initiative	Major Tasks	ITC Manager Comments	Mid Year Status Update (April – end September)
Goal 2: Strengthen relationships with First Nations to identify and collaborate on shared conservation goals.	High (Board's primary focus for 2024 is to initiate the project and have meaningful engagement with interested First Nation governments).	Project (Manager-led) (ITC business case for \$20,000 funded by Trust Council for 2024/25)	ITC Five Year Plan Development Project	Includes: - contacting all First Nations, - setting up meetings with interested Nations, - learning from them what their interests are and how they would like us to work with them, both as we develop the 5 year plan and into the future, - work with First Nations as the plan is drafted, - present Draft Plan to FN leadership, and refer to LTCs, TC, and conservation partners for review - Finalize the plan for ITCB endorsement and provide to Minister for approval. - Provide a summary of engagement to the Minister and follow up with First Nations on how their input was incorporated/used. Note: There may be a need to seek timeline extension to ensure engagement is not rushed and allows for fulsome discussion with Nations and to consider all input received.	- Outline for First Nations engagement prepared - Development of Five Year Plan letters in progress - Manager capacity issues have slowed this project - Staff have begun forming staff-to-staff relationships as part of referrals process that may assist moving forward

Regional Conservation Plan Goal	Board Priority of Goal	Type of Initiative	Major Tasks	ITC Manager Comments	Mid Year Status Update (April – end September)
Goal 1: Identify, investigate and communicate about important natural areas to generate action on conservation priorities.	Medium (Board's primary focus for 2024 is ongoing items)	Operational	Communications Program	Includes development and implementation of: - three 'The Heron' newsletters per year - regular social media development - webpage updates - key message development - ITC annual report - IMPACT report - covenant landholder newsletter - enews to ITC subscribers - celebrations of new covenants and nature reserves - iNaturalist participant profile management	- ITC Annual Report completed - Summer issue of Heron completed; Fall Heron in production - ITC eNews sent out to subscribers - Covenant Landholder newsletter in progress - Weekly social media posts completed - Protected Places Map updated - Survey of volunteer wardens sent out
Goal 1	Medium	Operational	Fund Development & Fundraising Program	Includes: - on-going relationship development with lawyers, financial advisors and tax specialists in Victoria, Nanaimo and Vancouver to promote use of financial and securities donations to increase ITC's ability to undertake projects - donor database entries - responses to donations received	- Meetings with 2 advisors about how ITC donations can benefit clients - Completed estate administration for a major donor - Ongoing donor and advisor stewardship - Planning underway for fall public panel discussion

Regional Conservation Plan Goal	Board Priority of Goal	Type of Initiative	Major Tasks	ITC Manager Comments	Mid Year Status Update (April – end September)
				on-going work based on the Strategic Fund Development Plan and related Action Plan.	about donating/fund development opportunities on Pender Islands Trust - Initiated 2024 Will Power campaign to draw attention to this type of gift giving - On-going donor management undertaken - Processed and responded to four Opportunity Fund donations received
Goal 1	Medium	Operational	Update and maintain ecological data sets	Includes working with Information Systems staff to: - update and maintain data sets in mapping platforms (TAPIS Map, MapIT) for four main audiences: ITC's conservation planning and management staff, Islands Trust land use planning staff, elected and appointed decision-makers, and ITC partners. - Ensure datasets relating to bio-cultural values and cultural heritage mapping are included and remain confidential.	- Data updates from Federal and Provincial Species at Risk listings in progress. - Mapping updated with new protected areas (on Salt Spring, Lasqueti, North Pender, Galiano, South Pender)
Goal 1	Medium	Project	Communications	Includes development and implementation of: ITC Communication Strategy (two year plan to build stronger communications,	ITC Communication Strategy prepared and approved by the ITC Board

Regional Conservation Plan Goal	Board Priority of Goal	Type of Initiative	Major Tasks	ITC Manager Comments	Mid Year Status Update (April – end September)
				targeted communications, and stronger relationships) • Communications Photo Management Project (to organize backlog of 1000+ unfiled photos for communications purposes) • Protected Areas Map Update Project (to decolonize language, update photos and write-ups) • Survey of nature reserve volunteer wardens (for assessment of this program)	• Communications Photo Management project completed (backlog of photos filed) • Procedure for saving photos into Communications Digicam system in progress • Protected Areas Map updated and posted online • Survey of nature reserve volunteer warden in progress.
Goal 1	Medium	Project	Species at Risk Project	Includes development and implementation of: • Local Trustees Workshop (June 2024) • development and dissemination of public information about species at risk in the Islands Trust Area and how to help protect them • acquiring and coordinating appropriate species and ecosystems at risk information from government • research and gather data from other sources, e.g. the Capital Regional District's Sharp-tail snake habitat layer.	• Required administrative work completed • Budget for 2025/26 established • Local Trustees workshop on tools to protect species at risk held. • Western Screech owl research undertaken on Link and Thetis Islands Trust • Review of achievements to date and priorities conducted • Public audio blog item in planning

Regional Conservation Plan Goal	Board Priority of Goal	Type of Initiative	Major Tasks	ITC Manager Comments	Mid Year Status Update (April – end September)
Goal 1	Medium	Project (Manager-led)	Work with interested First Nations to identify a confidential list of areas of cultural importance, sacred significance, or conservation importance in the Islands Trust Area that ITC could help them protect.	Through ITC 5 Year Plan conversations.	N/A yet
Goal 1	Medium	Project	Invasive Species and Species at Risk management in ITC Covenants	Includes: - research into best practices and documentation of how best to address invasive species and species at risk in ITC held covenant areas. - Invasive species removal by staff, contractors, conservation partners, and volunteers	Invasive species removal undertaken on covenanted lands and nature reserves
Goal 3: Continue to secure and manage Islands Trust Conservancy	Medium (Board's primary focus for 2024 is on managing ITCB lands/covenants)	Operational	Conservation Covenant Monitoring Program	Includes: - contacting all landholders to establish monitoring dates and coordinating site visits with covenant co-holders - conducting monitoring site visits (78 conservation covenants) to assess	77 covenanted lands monitored (78th is monitored by a third party). - Monitoring information, spatial data, and photos input to system.

Regional Conservation Plan Goal	Board Priority of Goal	Type of Initiative	Major Tasks	ITC Manager Comments	Mid Year Status Update (April – end September)
Board lands and conservation covenants to maximize ecological integrity.	rather than seeking/securing new lands and covenants.)			compliance with covenant terms and the general health of the ecosystems • completing monitoring report forms for each covenant site visit • input of all monitoring information, spatial data, and photos into property management systems • updating mapping • reporting to the ITC Board • communicating with the landholders about the monitoring, any compliance issues, and recommended actions to protect the ecological integrity of the covenanted area.	• Monitoring reports being prepared
Goal 3	Medium	Operational	Nature Reserve Monitoring Program	Includes: • contacting all management groups and covenant holders to establish monitoring dates • conducting monitoring site visits (34 nature reserves) to assess the general health of the ecosystems, ongoing operations and management actions to-date, management plan recommended actions, and issues that have been identified • input of all monitoring information, spatial data and photos into property management systems, • preparing monitoring reports for each nature reserve • updating mapping,	• 33 nature reserves monitored (34th monitored by partner group) • Monitoring information, spatial data, and photos input to system • Monitoring reports being prepared

Regional Conservation Plan Goal	Board Priority of Goal	Type of Initiative	Major Tasks	ITC Manager Comments	Mid Year Status Update (April – end September)
				- reporting to the ITC Board - communicating with partners about the monitoring, any management issues and recommended actions to protect the ecological integrity of the nature reserves while also keeping the public safe for those areas that have trails open to the public	
Goal 3	Medium	Operational	Nature Reserve Operations and Management Program	Includes: - establishing annual contracts, through the Islands Trust procurement process, with each of the local conservancies and needed contractors that undertake day-to-day operations and management activities on behalf of the ITC - working with contractors to develop annual work plans - on-going liaison with contractors about issues that arise through the year	- Four management group service contracts completed for 2024-2026 and five have been submitted and are awaiting finance approvals. - Workplan items identified for all management groups - Liaison conducted with nine management groups through 2024 monitoring
Goal 3	Medium	Operational	New Acquisitions Program (covenants and nature reserves)	ITC staff continue with negotiations of in-progress applications that have already received Board approval. Any new applications will be brought to the Board for consideration before staff spend significant time in on the file.	- Work on 2 key covenants and 1 land acquisition continued – completed land surveys, baseline inventories, draft covenant agreements. - First Nations referrals and Ministerial approval on 1 proposed covenant

Regional Conservation Plan Goal	Board Priority of Goal	Type of Initiative	Major Tasks	ITC Manager Comments	Mid Year Status Update (April – end September)
					(already accepted by ITC Board) • Funding provided to assist landholders with costs, as approved by ITC Board. • Initiated updating applications (NAPTEP covenants, regular voluntary covenants, land donations) • Implementation of CityView platform for securement applications (including training and data transfer)
Goal 3	Medium	Project (Manager-led/New Team Lead to assist once hired)	Risk Management Policy Development Project	This project has been broken into two phases. Phase 1 relates to Risk Management Policy or Procedure relating to Public Safety (2024-25). This is likely to include aspects such as: danger tree management around trails/ITC infrastructure, fire as it relates to people in and around the nature reserve, trail maintenance, and unusual natural hazards). Where possible, ITC staff will seek existing Public Safety Risk Management policies and procedures from other conservancies, park agencies, local jurisdictions, (e.g., NCC, CRD Parks), and MIABC as a starting point.	• Initial draft policy in progress (drafted by Manager/reviewed by Property Mgt Specialist) • Initial draft procedure in progress (currently on hold due to other priorities)

Regional Conservation Plan Goal	Board Priority of Goal	Type of Initiative	Major Tasks	ITC Manager Comments	Mid Year Status Update (April – end September)
				Phase 2 relates a Risk Management Policy or Procedure relating to Environmental Risk. This may include aspects related to: insect infestations, invasive species, fire, flooding, and other climate change impacts. Phase 2 may require considerably more research for policy/procedure development and may be tied into the ITC climate change project when it is initiated.	
Goal 3	Medium	Project	Research Climate Change options for ITC protected areas	Includes researching and consideration of key climate change parameters that affect the protection and management of the ITC lands and covenants and developing options (new direction or projects) relating to how to adapt to the changing climate situation/climate emergency.	N/A yet Some initial background information gathered through contact with Parks Canada (Resource Conservation/Wildfire specialist)
Goal 3	Medium	Project	Species at Risk Project	Includes: - required grant reporting and project administration - determining ITC needs data management system needs for species at risk data - prioritization of ITC nature reserves that require species at risk work during the current funding period - consideration of how ITC can/will manage species at risk in nature reserves and covenant areas (may lead to development of a policy or strategy)	- Grant reporting and project administration completed - Prioritization of nature reserves requiring species at risk work complete - Ongoing SAR monitoring on 6 islands

Regional Conservation Plan Goal	Board Priority of Goal	Type of Initiative	Major Tasks	ITC Manager Comments	Mid Year Status Update (April – end September)
				- species at risk public communications (with/through communications program) - potential assistance with acquisitions where they benefit species at risk - consideration of how culturally important species for First Nations may be addressed with assistance from ITC/Species at Risk project.	
Goal 3	Medium	Operational (policy-driven)	Management Plan Program	Develop of management plans for: - Ruby Alton Nature Reserve - Saturnina Island Nature Reserve - Link Island Nature Reserves Note: The ITC Board has put all management plans on hold at present to allow the ITC Five Year Plan engagement with First Nations to inform management planning work. Note: in July the ITC Board brought the RANR management plan back as priority to complete this year.	- Updated management plan for Ruby Alton NR is in progress - Management Plan for Link Island and Saturnina Island Nature Reserves are on hold. They are approximately 85% complete
Goal 4: Continue to build internal and shared organizational strength and resilience to ensure long-term nature	Low (Board's primary focus for 2024 is on internal organizational strength and resilience.)	Operational	Ongoing liaison with others through partnership projects, other government initiatives, local conservation	Includes: - Participation on the Coastal Douglas-fir Conservation Partnership Steering Committee and Coastal Oak & Prairie Working Group - Participation in the Sidney Island Ecological Restoration Project (SIERP) Steering Committee and Vegetation Working Group	Board approved continued involvement with CDFCP, approved and submitted the updated Statement of Cooperation, and staff have attended 5 Steering Committee meetings

Regional Conservation Plan Goal	Board Priority of Goal	Type of Initiative	Major Tasks	ITC Manager Comments	Mid Year Status Update (April – end September)
conservation in the Islands Trust Area.			groups, etc. (internal work)	- BC Kelp Resilience Project - Participation in Capital Region Invasive Species Partnership - Local/Regional conservancy liaison	- Staff reviewed/addressed ITC documents to be released through a Parks Canada Access to Information Request - Staff coordinated data sharing of ecological data sets to multiple partners
Goal 4	Low	Project (Manager-led) (ITC business case for \$72,803 funded by Trust Council for 2024/25)	Hire new ITC staff position (Protected Areas Management Team Lead)	Includes: - preparing job description - undertaking job classification process - advertising - development of testing materials and interview questions - evaluation of resumes - preparing for and holding interviews - selection of candidate - reference checks - negotiation of start - organization of equipment/space - training - development of performance plan	Team Lead Job description completed and sent for classification
Goal 4	Low	Project (Manager-led)	Long range organizational planning	Includes: - evaluation of current structure of the ITC - identification of current issues - identification on-going and anticipated needs - identification of future focus areas	Initial consideration given to current structure of ITC organization and issues of workload by A/Manager

Regional Conservation Plan Goal	Board Priority of Goal	Type of Initiative	Major Tasks	ITC Manager Comments	Mid Year Status Update (April – end September)
				identification of options to ensure long term organizational strength and resiliency Note: Includes consideration of fundraising and fund development for conservation purposes.	
Goal 4	Low	Project (ITC business case for property management database project for \$20,000 funded by Trust Council for 2024/25)	ITC data management systems improvements	Includes: - Contracted improvements to and testing of ESRI Field Maps/Survey 123 (field technology) project - Internal/contracted customization and implementation of Cityview for application processing - Internal migration of contact and donor data from Salsa database to Nation Builder, and development of custom reports - Property management database project: Procurement of contractor, needs assessment, procurement of software, migration of data from TAPIS Map, TAPIS Info and other sources, training - Creating availability of GIS to ITC staff for spatial visualization and analysis of data - Evaluation of whether the various technological systems can be made more efficient and effective for ITC's protected areas management/data management needs and data input/output.	- ESRI Field Maps/Survey 123 improvements project complete - Initial meetings with Trust Area Services Director and Information Services (IS) staff to discuss project needs for a property management database. - Initiated staff “needs assessment” information for IS or consultant to use.



ISLANDS TRUST CONSERVANCY REPORT TO TRUST COUNCIL 2nd Quarter 2024-2025

COMPLETED SINCE LAST REPORT (Late June 2024 – Early September 2024)	PLANNED FOR NEXT QUARTER (September 2024 – Early December 2024)
1. STRATEGIC PLANNING/ADMINISTRATION	
Staffing: Onboard A/Manager and provided key systems training. Finalized Job Description for Property Management Team Lead and sent for classification. Summer Co-op Conservation Technician position completed and required reporting completed. Five Year Plan Development: Prepare outline for First Nations engagement ITC Board: Completed 2024 Work Plan for ITC Board review. Held July 2024 ITC Board meeting. Provided orientation for new Islands Trust Conservancy Board member, Tanner Timothy (appointment term August 21, 2024-Aug 21, 2025). Other: Staff training for CityView application Completed conservation application form revisions to align with revised policies	Staffing: Begin competition process for A/Manager position (post 7 mos. appointment/for remaining 8 mos.) Recruitment process for Property Management Team Lead Five Year Plan Development: Ensure First Nations mailing list is up to date, finalize initial letters, and begin First Nations engagement for 2026-2030 ITC Plan development ITC Board: Hold October 1 and November 19 ITC Board meetings Other: Develop ITC procedures for CityView use; Quality Assurance/Quality Control of imported data Update conservation application information on website Initiate evaluation of species and ecosystems at risk and property/covenant management data infrastructure needs Continued participation in Coastal Douglas-fir Conservation Partnership Support Islands Trust research project regarding potential increase to tax exemption under NAPTEP

*As of June 2024 the Islands Trust Conservancy protects 113 conservation properties,
34 nature reserves and 79 covenants (of which 27 have NAPTEP certificates)*



**ISLANDS TRUST CONSERVANCY
REPORT TO TRUST COUNCIL
2nd Quarter 2024-2025**

2. COVENANT AND PROPERTY ACQUISITIONS	
Enquiries: Responded to enquiries (Lasqueti, Denman, Galiano, Gabriola, Salt Spring, and Saturna Island Local Trust Areas) Current Projects: Completed land survey and baseline inventory work for ongoing NAPTEP negotiations (Gabriola and Salt Spring Island LTAs) Completed First Nations referrals for NAPTEP project on North Pender Island	Current Projects: Continue negotiations on ~31 ha of land Complete and register NAPTEP covenants on ~2.45 ha on Salt Spring Island and ~ 2.5 ha on Gabriola Island
3. COVENANT AND PROPERTY MANAGEMENT	
Nature Reserve and Covenant Monitoring: Annual monitoring site visits completed on 33 nature reserves Completed compliance monitoring surveys for 77 conservation covenants Continued preparing 2024/25 service contracts for management activities on ITC protected areas Field Technology Improvements: Worked with GIS staff and contractor to configure Field Maps application for improved functionality Implemented field technology updates and annual monitoring process improvements Species at Risk & Invasive Species Projects: Continued Western Screech-Owl surveys, monitoring, habitat management and wildlife tree inventory (Link, Lasqueti and Thetis Islands) Continued Sharp-tailed Snake surveys, monitoring and habitat management (Salt Spring, North Pender, Thetis, Lasqueti and Galiano Islands) Continued multi-Species at Risk surveys, monitoring, and habitat management (Lasqueti) Continued monitoring of Coastal Scouler's-catchfly	Nature Reserve and Covenant Monitoring: Prepare monitoring reports for the ITC Board, follow up on any compliance concerns, and provide updates on monitoring outcomes to covenant landholders, covenant co-holders, and nature reserve management groups Conduct monitoring and maintenance activities in Garry oak meadow restoration areas in conservation covenants on Salt Spring and Sidney islands Field Technology Improvements: Complete work with GIS staff and contractor to configure Field Maps application for improved functionality Resume research on remote monitoring approaches and technologies Species at Risk and Invasive Species Projects: Initiate species at risk surveys at the Larmour Lands (Salt Spring) Initiate propagation of Coastal Scouler's-catchfly plants to augment the population on Mount Tuam (Salt Spring)

As of June 2024 the Islands Trust Conservancy protects 113 conservation properties, 34 nature reserves and 79 covenants (of which 27 have NAPTEP certificates)



ISLANDS TRUST CONSERVANCY

REPORT TO TRUST COUNCIL

2nd Quarter 2024-2025

augmentation project on Mount Tuam (Salt Spring) Collaborated with the Habitat Acquisition Trust's Restoration Crew on invasive species removal in several conservation covenants in the North Pender LTA Participated in the Sidney Island Ecological Restoration Project (SIERP) and the Capital Region Invasive Species Partnership (CRISP)	Coordinate invasive species management contracts for conservation covenants and nature reserves Continue participation in Sidney Island Ecological Restoration Project (SIERP) and Capital Region Invasive Species Partnership (CRISP) Develop species and ecosystems data-sharing agreement for conservation covenant lands Other: Complete species and ecosystems at risk data updates for internal use by planning and ITC staff Investigate transportation options for small islands and other remote protected areas
4. COMMUNICATIONS AND OUTREACH	
Prepared 2023/2024 Annual Report Published the summer 2024 issues of the Heron Newsletter and ITC eNews Prepared Nature Reserve Volunteer Warden Engagement Survey Weekly social media management & engagement (ongoing) Delivered an online presentation to trustees about the Species at Risk Act in the Trust Area, in partnership with federal, provincial and Islands Trust experts.	Publish 2023/2024 Annual Report Publish the fall 2024 issues of the Heron Newsletter and ITC eNews Publish newsletter for covenant landholders Deliver Nature Reserve Volunteer Warden Engagement Survey Publish new Islands Trust Conservancy brochure Support strategic fundraising with ongoing Will Power campaign Social media management & engagement (ongoing) Prepare and deliver a survey to local Conservancies about their capacity to document Species at Risk occurrences, and support any training needs.
5. FUNDRAISING AND CONSERVANCY SUPPORT	
Donors: Completed estate administration for a major donor Stewardship of donors and advisors (ongoing)	Donors: Stewardship of donors and advisors (ongoing) Outreach to repeat donors Strategic Giving:

As of June 2024 the Islands Trust Conservancy protects 113 conservation properties, 34 nature reserves and 79 covenants (of which 27 have NAPTEP certificates)



ISLANDS TRUST CONSERVANCY REPORT TO TRUST COUNCIL 2nd Quarter 2024-2025

Strategic Giving: Met with two financial advisors and further outreach to multiple financial advisors, lawyers and accountants regarding Islands Trust Conservancy Will Power (strategic giving organization) membership, event attendance, and prepare for campaign Fund Management: Initiated update of Opportunity Fund Guidelines Administration of Opportunity Fund grant intake	Panel Presentation with/to Pender Island Conservation Association on Strategic Giving Attend Victoria Vital Signs launch Prepare Strategic Fund Development advertising and marketing strategy Fund Management: Complete update of Opportunity Fund Guidelines
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*As of June 2024 the Islands Trust Conservancy protects 113 conservation properties,
34 nature reserves and 79 covenants (of which 27 have NAPTEP certificates)*

Governance Committee Update: Request for Decision (RFD): Comprehensive Provincial Review of the Islands Trust

The Governance Committee has drafted a Request for Decision (RFD) seeking a comprehensive provincial review of the Islands Trust, which could have far-reaching impacts on all Trust bodies, including the Islands Trust Conservancy (ITC).

1. **Purpose of the Review:** The proposed review is intended to evaluate the Islands Trust's mandate, structure, and operations at a provincial level. It aims to address governance challenges, modernize Trust policies, and assess the long-term effectiveness of the organization in fulfilling its legislated roles.
2. **Finalization of the RFD:** The Governance Committee met on August 15 and finalized the letter and RFD. These will be presented for discussion and approval at the upcoming Trust Council meeting, scheduled for September 24-26 in Nanaimo.
3. **ITC's Role and Interests:** As this review will affect all branches of the Islands Trust, it is important for the ITC to remain informed and involved in the process. A comprehensive review could influence ITC's conservation mandates and governance structure.
4. **Next Steps:** Our next board meeting will take place after the Trust Council's meeting, where the RFD will be discussed. Therefore, it will perhaps be in ITC's interest to request an update or briefing on the outcomes of that meeting. This will help us understand the potential direction and impact of the provincial review.
5. **Discussion Considerations:**
 - How might a provincial review impact ITC's strategic priorities and operational framework?
 - What key concerns or opportunities should ITC raise in relation to the review?
 - How can we ensure that ITC's voice is heard during this process if needed?

The final draft of the RFD and letter are not yet available, but they will be circulated before the October 1 meeting.

BRIEFING

To:	Trust Council	For the Meeting of:	September 24, 2024
From:	Interim Chief Administrative Officer	Date Prepared:	September 12, 2024
SUBJECT:	Chief Administrative Officer Comments on the Draft RFD to Trust Council Re: Provincial Review of Islands Trust		

PURPOSE:

To provide Trust Council (TC) with Chief Administrative Officer (CAO) comments on the trustee-prepared draft Request for Decision (RFD) for a provincial review of Islands Trust, in line with Trust Council policy and customary practice. Traditionally, CAO comments are presented directly in the body of an RFD. As staff comments on this particular project are lengthy, comments are provided by way of this separate briefing.

BACKGROUND:

[Trust Council Policy 2.2.1\[Request for Decision \(RFD\)/Report\]](#) requires that all RFDs be reviewed for comment by the Chief Administrative Officer.

[Trust Council Policy 2.2.2 \[Council Meeting Preparation\]](#) states that:

- 1.3.5 The CAO is responsible to receive all RFD's for review and comment relative to:*
 - 1.3.5.1 policy, organizational, financial and implementation implications;*
 - 1.3.5.2 identification and evaluation of alternatives;*
 - 1.3.5.3 relevance to current organizational priorities;*
 - 1.3.5.4 general completeness as quality information from which Trust Council can make a decision;*
 - 1.3.5.5 processing agenda items through the Executive Committee.*

The following comments are provided to satisfy the requirements of these Trust Council policies, particularly the requirements under sections 1.3.5.2 (alternatives) and 1.3.5.4 (completeness), to support Trust Council's discussion on how to best advance this initiative to the Province to achieve the desired outcomes.

This project was initiated by Trust Council, who has sought recommendation from the Governance Committee on a draft request of the Province. After conversation at its July 2024 meeting, Governance Committee further delegated the initial drafting of the RFD to Trust Council, and the draft letter to the Province, to a working group. The GC working group consisting of trustees Bernardo, Gauvreau, Harris, and Patrick have met and drafted a RFD for Trust Council along with a proposed letter to the Minister regarding a Provincial Review of Islands Trust. Staff attended one meeting of the working group to share thoughts on strategy and approach for the provincial request, and provided initial edit suggestions to the first draft of a letter that trustees had prepared.

The comments provided in this briefing reflect advice already shared with GC, and are shared now with the Trust Council as the decision-making body on this initiative. Staff comments are informed by a high-level review of historical successful requests of the province for action or change, a high-level review of historical responses from the Province to Islands Trust's requests for action to understand the types of questions that are generally asked of us, and by conversations with provincial staff on this initiative.

There are several factors staff recommend Trust Council consider and discuss when determining a strategy to approach the Province for a provincial review:

1. Timing

The draft RFD seeks Trust Council's approval of a draft letter to the Province at its September 2024 meeting and very shortly thereafter, the sending of the approved letter to the Minister. Staff understand this timing represents a strategy to make a Provincial review of the Islands Trust an election issue for candidates running in the upcoming October provincial election. Trust Council did not provide direction to the Governance Committee or staff on desired timing for this initiative and the Governance Committee did not explicitly discuss alternative timing options to the one presented.

Good governance processes would seek for decision-making bodies consider all alternatives available to them to making a decision. Timing alternatives in this situation may include: sending the letter in advance of the election; sending the letter shortly after the election; sending the letter after the election when the elected government is fully established.

Staff recommend Trust Council consider the proposed timing in light of the provincial interregnum period that takes place from September 21 – November 2, 2024. During this period no decisions can be made by the provincial government. As such, any letter from Islands Trust will remain untouched until after the election. Given this, Trust Council may wish to make use of the extra available time to more deeply analyse the issues identified in its letter, and its approach in making this request of the Province, to ensure its greatest chance of success. It is unknown at this juncture which political party's(ies') will form government, and Trust Council may wish to tailor its messaging to align with the stated values and priorities of the new government, an approach that is generally recommended to achieve success when asking other bodies of government to take action on any given issue. A request made post-election would ensure Trust Council can address its letter to the correct Minister, who may change post-election. While this may seem like a minor point to many, it is something that Ministry staff flag as a consideration.

The draft letter advanced from GC to Trust Council is open to Trust Council amendment. With this in mind, Trust Council will need to consider protocol agreements and memorandums of understanding with other bodies that may affect timing of this provincial request, which include the following:

- The [Islands Trust Council/Bowen Island Municipality Protocol Agreement](#) section 5.1 states the following: *"After consultation with the other party, either Party will provide written notice respecting requests for the federal, First Nation and Provincial governments to enact legislation that may affect the activities of the other party relative to the Bowen Island Municipality."* Trust Council needs to consider if its approved request to the Province represents a 'request' 'to enact legislation'. Staff are not aware that any consultation on this project has taken place with Bowen Island Municipality to date.
- The [Islands Trust Council Bylaw No.86](#) section 4.1 states the following: *"Where the Executive Committee of the Council considers that a legislative proposal that is to be submitted to the Council may have an impact on the responsibility of the Board, the Executive Committee will refer that draft legislative proposal to the Board for comment. The Executive Committee will consider Board comments on the*

legislative proposal before the legislative proposal is submitted to the Council". Trust Council needs to consider if its approved request to the Province resembles a 'legislative proposal'. Staff are not aware of any assessments that may have been made to determine the impact this request on the responsibility of the Islands Trust Conservancy Board, nor of any comments received from the Board for consideration.

The third resolution proposed in the draft RFD seeks that Trust Council give direction to Executive Committee and staff to develop a communications strategy 'in advance of the elections' related to the Provincial request. If Trust Council passes such a resolution at its September 24-26, 2024 meeting, and the election is taking place on October 19, 2024, this leaves three weeks to develop said strategy, a limiting factor associated with this particular proposed resolution.

2. General Approach

Staff understand that some trustees are hopeful that the draft RFD and draft letter will result in a unanimous vote of Trust Council on the same resolution passed by Trust Council in 2022, without major amendment. Staff understand there is hope this approach will add weight to the request to the Province, clearly demonstrating that this term's Trust Council shares exactly the same concerns as last term's Trust Council. Staff do not share concern that a reworded resolution may take away from the gravity of the message conveyed to the Minister if such a rewording is necessary to provide clarity on the request of Trust Council.

Staff recommend that, even if proposed resolutions remain unchanged from 2022, further clarity on issues raised in the letter are provided to inform the draft letter and/or future conversation with the Province, as well as the desired communications efforts surrounding this initiative. Analysis on the letters topic might include things such as:

- ~ Identifying and providing evidence of specific examples of the Islands Trust Act preventing Trust Council or other Trust bodies from achieving an objective or advancing the Islands Trust Object,
- ~ Identifying and providing evidence of specific examples of how the Islands Trust Act is creating gaps in the Islands Trust's ability to address the current-day issues of greatest importance to the Trust Area,
- ~ Identifying non-legislative options at Trust Council's disposal to address the noted 'challenges of our time' and communicating to the Province why these options are not viable or are ineffective.
- ~ A review of prior legal opinions or provincial correspondence of relevance to the topics noted in the request may provide supporting evidence of insufficient authorities resulting from the Islands Trust Act.

From a review of previous provincial responses to legislative change requests and conversations with provincial staff, staff understand that Islands Trust requests to the Province for legislative change are generally most successful when they include specific requests supported by a well-argued rationale and evidence. Generally, where feasible and appropriate, concrete suggestions for amendments have expedited provincial dialogue and action. The Governance Committee has recommended against providing solutions, preferring instead to have the Province provide these options themselves.

Staff acknowledge the advice to do conduct further research to inform the request of the Province is at opposition with advancing a letter as quickly as possible. Trust Council needs to determine which of these is of greater importance to this issue.

3. Selection of Letter Topics and their Development

Staff have not weighed into the selection of topics that are included in the attached draft letter, respecting trustee desire to retain political control over this arena. Staff supports Trust Council in decision-making on this matter by providing advice on how these politically selected topics might be most strongly presented to

the Province, in an effort to support Trust Council achieving success with its request. Trust Council may consider:

Alignment with DRIPA:

This section of the draft letter speaks to both collaborative decision-making with Indigenous Governing Bodies, as well as reconciliation activities within the Trust Area.

Regarding reconciliation activities in the Trust Area, the draft letter indicates that “advancing meaningful reconciliation in the Trust Area” is “unattainable to Trust Council under its current funding model”. With regard to advancing meaningful reconciliation within the current legislative framework, staff note that Council-approved Reconciliation Action Plan budgets have historically not been fully spent, which may weaken this argument as currently presented. The Province will be aware of this given they approve Islands Trust financial plans and annual reports. Currently, Islands Trust is making some progress advancing relationships and agreements with several First Nations who have opened dialogue with us, and recently secured \$150,000 in provincial funding to support First Nations engagement. Due to factors such as these, it may not be clear to the Province what exactly is at issue in this particular topic as it is presented. As such, Trust Council may wish to more clearly state how the requested provincial review might improve or expedite its work in this topic area. Staff believe a funding request to the Province associated with enhancing the Trust’s work in the area of reconciliation has a good probability of success if properly presented, as this is a topic of shared interest with the Province.

Regarding a desire for collaborative decision-making arrangements with Indigenous Governing Bodies (IGBs), Trust Council may wish to consider how agreements with Indigenous Governing Bodies created under section 7, could achieve its desired outcome related to this topic. Legislative Services staff are best placed to advise Trust Council on this subject if exploring this idea is of interest. Understandably, there are alternative approaches to advancing collaborative decision-making with IGBs, including those that may be achieved through legislative change, that Trust Council may wish for the Province to examine and comment on directly.

Governance Structure:

In 2007, Trust Council requested that the Minister amend the Islands Trust Act to provide for four locally elected trustees in the Salt Spring Island Local Trust Area, with each sitting as a full voting member of Trust Council. The Minister agreed to a referendum to increase the local trustees on Salt Spring Island from two to four, but declined to offer the two new trustees a seat at Trust Council. The Minister conducted a referendum on increasing the number of locally elected trustees, which was defeated. As such, the Islands Trust Act was not amended to accommodate any part of this request. Reminding the Minister that there have been historical requests to increase elected voices in more densely populated areas may highlight that this has been a long-standing, still unaddressed, consideration of Trust Council. Trust Council may wish to review the response from the previous Minister in relation to this historical request to inform the approach it wishes to take in raising this particular issue.

Funding Model:

Currently, a separate project lives on the Executive Committee projects list to “develop a strategy to request additional funding from the Province, including revisiting the provincial grant funding formula to the Islands Trust”. It is unclear to staff if this project remains a priority of Trust Council given this topic is touched on in the draft letter to the Province. If this project is to remain a priority that will ultimately result in a separate request to the Province, staff suggest acknowledging this in the letter to the Province. Trust Council’s allocation of its own resources towards examining a topic of concern demonstrates the issue is of

paramount importance to Islands Trust and will lend weight to the argument that the Province should dedicate resources to assisting us.

Optimum Model & Geographic Scope, particularly related to Marine Areas:

The draft letter is structured in such a way that each bullet in the proposed resolution receives a high-level descriptive paragraph further in the body of the letter, with the exception of the bullets on “an assessment of the optimum governance model” and on “the geographic scope of the organization and in particular authority over marine areas”. Staff recommend including paragraphs describing these topics to align with the structure of the rest the letter.

4. Draft RFD Implications:

Staff comment on the implications of the draft RFD recommendations, as required under Trust Council’s policy (see background section of this report):

ORGANIZATIONAL:

If Trust Council approves the recommendations, and indeed this project becomes an election issue with a thoughtful communications strategy, staff time will need to be redirected to advance this work, deal with media inquiries, prepare speaking notes and materials for publication, etc. Should the Province respond to the Islands Trust seeking more detail or additional information, further time will be required to keep the dialogue moving forward efficiently. Prioritization against other strategic plan projects will need to be determined, as with any other work directed by Trust Council.

It is unknown at this time if and how this request of the Province might influence the Minister’s review and approval of a revised Policy Statement bylaw and the Islands Trust Conservancy Five-year Plan.

FINANCIAL:

There is no costs associated with sending a letter. Financial costs may be incurred to support a communications strategy that would accompany the letter, depending on the scope of that strategy.

POLICY:

No implications to current policy as a result of the recommendations. If the Province enacts changes to the Islands Trust Act, Trust Council policies would require review and potential update to ensure compliance with any new legislative regime.

It is unknown at this time if and how this request of the Province might influence the Minister’s review and approval of a revised Policy Statement bylaw and the Islands Trust Conservancy Five-year Plan.

IMPLEMENTATION/COMMUNICATIONS:

Implementation of the recommendations in the draft RFD would involve the following steps: sending of a Trust Council approved letter would be coordinated by staff and the Chair of Trust Council; a communications strategy would be developed by Executive Committee with staff; Trust Council spokesperson would be prepped to respond to media inquiries if any are received.

FIRST NATIONS:

The implications of this request to Islands Trust’s relationship with First Nations is unknown as no engagement with First Nations has been undertaken in regards to this request.

OTHER: Trust Council should consider potential existing commitments to cooperate with other bodies on development of legislative change requests within protocol agreements and memorandums of understanding with other bodies such as those mentioned above related to the Bowen Island Municipality and the Islands Trust Conservancy Board.

ATTACHMENT(S): None.

FOLLOW-UP: As directed by Trust Council.

Prepared By: Interim Chief Administrative Officer
Reviewed by: Governance Committee/August 14, 2024
Executive Committee/September 11, 2024



REQUEST FOR DECISION

To: Trust Council **For the Meeting of:** September 24-26, 2024
From: Governance Committee **Date Prepared:** August 8, 2024
SUBJECT: Provincial Review of Islands Trust

RECOMMENDATION:

1. That Trust Council request the Lieutenant Governor in Council for the Province of British Columbia to conduct a review of the Islands Trust's mandate, governance and structure.

2. That Trust Council make the request by submitting the letter attached as Appendix 1 to the Lieutenant Governor under Section 8(2)(e) of the *Islands Trust Act* outlining the potential scope of a review, including, but not limited to:

- a) An assessment of the optimum governance model to preserve and protect the Trust area pursuant to the Province's vision for the future of the Trust area.
- b) The object of the Islands Trust Act and clarification of the mandate of the organization.
- c) The governance structure of the organization.
- d) The alignment of decision-making processes and structures with the Declaration on the Rights of Indigenous Peoples Act.
- e) The geographic scope of the organization and in particular authority over marine areas.
- f) The funding mechanisms provided to the organization in light of a clarified mandate.

3. That the Executive Committee of Trust Council in conjunction with the Staff develop a communications strategy that informs the public of Trust Council's request for a comprehensive review of the *Islands Trust Act* and the reasons for it in advance of the next Provincial election.

CHIEF ADMINISTRATIVE OFFICER COMMENTS:

See separate report for CAO comments.

1. BACKGROUND:

The purpose of this Request for Decision is to implement this Trust Council's repeated intention, most recently reiterated at its June 2024 meeting, to seek a Provincial review of the Trust's mandate, governance and structure.

It has been 50 years since the *Islands Trust Act* came into force and 37 years since it was last reviewed by the Province.

The Trust's unique statutory mandate is to preserve and protect the islands of the Salish Sea. Fulfilling that mandate has become increasingly difficult over the past 50 years as the challenges facing the Trust have become ever more complex. Paramount among these challenges is the need for Trust decision-making to take into appropriate account the rights and interests of the Coast Salish Peoples for whom the Trust Area has been home since time immemorial. The current legislative scheme, however, does not equip the Trust to address this, and other, vital aspects of its mandate.

The previous Trust Council recognized the problem and that there is an urgent need for a review of the Act to ensure the Trust is fit for purpose in the 21st century.

- On June 21, 2022, Trust Council passed two resolutions that were essentially the same as Resolutions 1 and 2 above.
- On July 8, 2022, the Chair wrote to the then Minister of Municipal Affairs to convey Trust Council's request that the Province conduct a review of the Islands Trust's mandate, governance and structure. The Chair's letter emphasized that the Trust required Provincial leadership, direction, and resources to address the new realities and challenges facing the Trust.
- On September 23, 2022, the Minister replied with a letter that encouraged the Trust Council to address its concerns by utilizing its existing authorities. Moreover, the Minister stated that since elections were imminent, the ministry wished to "understand the perspectives and opinions that the newly elected Trust Council has on the requested review."

This Trust Council has been in office for almost two years. After facing the same structural limitations, it has reached the identical conclusion as last term's Trust Council: without structural change the Trust cannot meet the challenges of our time.

The Governance Committee has prepared the draft letter attached as Appendix 1 with a view towards urging a Provincial review similar in scope to the work undertaken by the select committee that recommended the creation of the Trust in the first instance over 50 years ago. This time, however, it is essential that the many Indigenous Governing Bodies with historical relationships with the lands and waters of the Trust Area be fully involved not only as participants, but also as partners in the development of the review process itself. The Governance Committee anticipates that concerted advocacy for this level of Indigenous engagement will be a major component of the communications strategy proposed by Resolution 3.

The Governance Committee asks that Trustees bear the following two points in mind when deliberating on the merits of this Request for Decision.

1. The governance review submitted by Great Northern Management Consultants in February 2022 was not concerned with the structural issues this Request for Decision is intended to address. That review was strictly limited to examining "the policies and processes by which the work of the organization is directed and managed, not the framework of the legislation which enables the authority and limitations on authority of the organization." This Request For

Decision does not supersede the findings of that internal review. The Governance Committee expects the Trust Council will continue the important work of implementing solutions to the operational impediments identified by the consultants.

2. The Trust is not alone in recognizing that the evolving and expanding nature of its responsibilities requires the modernization of its underlying legislation. The Regional District of Nanaimo has reached much the same conclusion regarding the need to modernize the *Local Government Act* to help regional districts and municipalities meet their new challenges. Attached as Appendix 2 is a letter from the Nanaimo Chair to other local governments that provides context for the Legislative Reform Initiative that is being spearheaded by the Regional District of Nanaimo.

2. IMPLICATIONS OF RECOMMENDATION

ORGANIZATIONAL: None.

FINANCIAL: None

POLICY: None.

IMPLEMENTATION/COMMUNICATIONS: To be coordinated with the Province.

FIRST NATIONS: The Province is the lead for First Nation engagement and consultation.

OTHER:

3. RELEVANT POLICY(S):

4. ATTACHMENT(S):

1. Appendix 1. Letter "RE: Request for Provincial Review of Islands Trust"
2. Appendix 2. [Re: Legislative Reform Initiative Update, Chair Regional District of Nanaimo](#)

RESPONSE OPTIONS

Recommendation:

Alternative:

Prepared By: Trustee Bernardo, Trustee Gauvreau, Trustee Harris, Trustee Patrick

Reviewed By/Date: Governance Committee, August 15, 2024

The Honourable Anne Kang
 Ministry of Municipal Affairs
 PO Box 9056
 STN PROV GOVT
 Victoria BC V8W 9E2

Dear Minister Kang,

RE: Request for Provincial Review of Islands Trust

We write further to the previous Minister's letter of September 23, 2022, responding to our request for a provincial review of the Islands Trust mandate, governance and structure.

In his letter, the Minister noted that local government elections were imminent and asked that the incoming Trust Council provide its perspective on the requested review. After nearly two years in office in which we have faced the same structural limitations as the previous Trust Council, we can advise that we have reached the same conclusion: without systemic change the Islands Trust cannot meet the challenges of our time. Accordingly, at its September 24-26, 2024 meeting, Trust Council affirmed its support for the original request made under section 8(2)(e) of the *Islands Trust Act* by [unanimously] resolving:

1. *That Trust Council request the Lieutenant Governor in Council for the Province of British Columbia to conduct a review of the Islands Trust's mandate, governance and structure.*
2. *That Trust Council make the request by submitting the letter attached as Appendix 1 to the Lieutenant Governor under Section 8(2)(e) of the Islands Trust Act outlining the potential scope of a review, including, but not limited to:*
 - a. *An assessment of the optimum governance model to preserve and protect the Trust Area pursuant to the Province's vision for the future of the Trust area.*
 - b. *The object of the Islands Trust Act and clarification of the mandate of the organization.*
 - c. *The governance structure of the organization.*
 - d. *The alignment of decision-making processes and structures with the Declaration on the Rights of Indigenous Peoples Act.*
 - e. *The geographic scope of the organization and in particular authority over marine areas.*
 - f. *The funding mechanisms provided to the organization in light of a clarified mandate.*
3. *That the Executive Committee of the Trust Council, in conjunction with staff, develop a communications strategy that informs the public of Trust Council's request for a comprehensive review of the Islands Trust Act and the reasons for it in advance of the next Provincial election.*

Trust Council asks that as the Minister responsible for the Islands Trust you advance our recommendation to the attention of the Lieutenant Governor in Council for decision.

Trust Council identified challenges

The Islands Trust's unique statutory mandate to "preserve and protect the trust area and its unique amenities and environment" has become increasingly difficult to fulfill as the challenges it faces have become ever more complex. The *Islands Trust Act* is 50 years old and has not been systemically reviewed by the Province in 37 years, creating gaps in the Islands Trust's ability to address the current-day issues of greatest importance to the Trust Area. If the Islands Trust is to deliver effective solutions to these challenges its enabling legislation requires reexamination and, where necessary, amendment.

Alignment with the Declaration on the Rights of Indigenous Peoples Act

It is of paramount importance that Islands Trust decision-making processes appropriately acknowledge the rights and interests of the Coast Salish Peoples for whom the Trust Area has been home since time immemorial.

Advancing meaningful reconciliation in the Trust Area demands that 13 Local Trust Committees, the Islands Trust Conservancy Board, and Trust Council engage with the 27 Indigenous Governing Bodies that have interests in the Trust Area. This is an undertaking of enormous scope that requires significant financial and staff resources that are unattainable under the Island Trust's current funding model. It also represents a significant opportunity to advance reconciliation in the Province. Additionally, while Trust Council has authority to engage in coordination agreements under section 9 of the *Islands Trust Act*, the statute does not provide a framework for Trust Council to develop collaborative decision-making arrangements with Indigenous Governing Bodies.

Governance

The *Islands Trust Act* establishes a governance structure under which Trust Council is given responsibility for allocating resources and approving all Local Trust Committee legislative decisions. This generates an inherent tension between the Island Trust's federal model and the principle of representation by population that is fundamental to democratic accountability. We fully understand that in creating a body with equal representation from all areas, the Province wished to emphasize the importance of having Trust Council focus on the Trust Area as a whole. However, the assignment of equal voting power to each Trustee ignores the extreme discrepancies in voting populations by Local Trust Area, with the result that greater voting power per capita is allocated to the least populated Local Trust Areas than to the more densely populated ones that provide the greatest financial contribution to Islands Trust operations.

In making this observation, Trust Council is not critiquing the Province's 1974 decision that established the Islands Trust's current governance arrangement. We are asking that the Province reassess whether the arrangement remains appropriate in light of the Trust Area's modern day challenges.

The Object of the Trust

Section 3 of the *Islands Trust Act* mandates preservation and protection of the Trust Area and its "unique amenities" and environment. The undefined term "unique amenities" has led to competing interpretations of the meaning and scope of the Islands Trust's jurisdiction and has generated division among trustees and the public in this and previous terms. As a consequence, Trust Council deliberations are persistently troubled by inconclusive debates about the relative importance and prioritization of environmental protection versus the facilitation of flourishing of human communities. In order to function effectively, Trust Council needs the Province to provide a clearer definition of the Islands Trust object.

Funding model

The Islands Trust exists to preserve and protect the Trust Area not only for the benefit of its residents, but for all British Columbians. The Islands Trust's funding model, which sees property taxes generated only from Trust Area property owners as the primary source of revenue for its operations, does not reflect this statutory acknowledgement. Moreover, provincial funding to the Islands Trust under the Regional District Basic Grant program is based heavily on area population, which fails to recognize the true extent of the Islands Trust's beneficiary base.

Islands Trust Governance Review

The previous Minister's September 23, 2022 letter referenced implementation of the recommendations that emerged from the Islands Trust's most recent governance review as a means to address some of the emerging concerns and pressures identified by Trust Council.

That review, however, was limited to assessing "the policies and processes by which the work of the organization is directed and managed, not the framework of the legislation which enables the authority and limitations on authority of the organization". As such, Trust Council does not regard the proposed actions discussed in the governance review as germane to our recommendation that the Province undertake a comprehensive review of Islands Trust's legislative scheme.

To be clear, Trust Council remains committed to weighing and, where appropriate, implementing the recommendations that emerged from the governance review. We have established a Governance Committee as a standing committee responsible for advising Trust Council on governance related matters. Trust Council has also made progress advancing more robust corporate planning practices, and is taking steps to improve meeting procedures and facilitate structured decision-making. A program of extensive internal reform, however, is a necessary complement to, but not a substitute for, the systemic reassessment of the *Islands Trust Act* that only the Province can undertake and the organization urgently needs.

Moving Forward

Although the Ministry has introduced legislative amendments from time to time over the years, the challenges that now confront the island communities of the Trust Area require more than incremental change. The Islands Trust operates in a dynamic context in which continually evolving environmental, social, and economic concerns cannot be separated from each other, and it is an open question whether a federal model remains appropriate for advancing the Islands Trust's preserve and protect mandate. If so, it is far from clear that a governance structure that centralizes authority in an undemocratic Trust Council can be justified given modern expectations of accountability.

Addressing the need to establish meaningful collaboration with Indigenous Governing Bodies in Trust Area governance and other current challenges requires changes to the Islands Trust's enabling legislation. It is beyond the capacity of the Islands Trust to develop amendments of that magnitude. More fundamentally, it falls to the Province, not the Islands Trust, to define the policy direction of any systemic changes. In that regard, only the Province can lead: first by confirming its vision for the Trust Area in consultation with the Islands Trust, Indigenous Governing Bodies, the communities of the Trust Areas and other stakeholders; and, then, by working with Trust Council to develop the amendments to the *Islands Trust Act* that will give the Islands Trust the structure and authorities necessary to fulfill that vision.

It is Trust Council's strong recommendation that the Province conduct a comprehensive legislative review similar in scope to the work of the select committee that led to the creation of the Islands Trust 50 years ago. This time, however, it is essential that the many Indigenous peoples with interests in the lands and waters of the Trust Area be involved through their governing bodies not only as participants in the review, but also as partners in the development of its terms of reference. We look forward to your response.

Respectfully and on behalf of the Trust Council of the Islands Trust,

Peter Luckham, Chair
Islands Trust Council

cc:
[Lieutenant Governor]
[Premier]
[Relevant Indigenous Governing Bodies]
[Relevant Regional Districts]

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