



# Galiano Island Local Trust Committee Regular Meeting Addendum

Date: March 6, 2017  
Time: 11:00 am  
Location: Galiano South Community Hall  
141 Sturdies Bay Road, Galiano Island, BC

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		<b>Pages</b>
10.	APPLICATIONS AND REFERRALS	12:30 PM - 1:30 PM
10.6	<i>GL-RZ-2016.1 (Wolstenholme) - Staff Memo</i> (Bylaws 259 & 260 for consideration of Adoption)	2 - 15



File No.: GL-RZ-2016.1  
(Wolstenholme)

DATE OF MEETING: March 6, 2017

TO: Galiano Island Local Trust Committee

FROM: Kim Stockdill, Island Planner  
Victoria Office

SUBJECT: Adoption of Proposed Bylaw Nos. 259 & 260 (OCP & LUB)

Applicant: David Wolstenholme

Location: 743 Georgeson Bay Road

## RECOMMENDATION

1. That Galiano Island Local Trust Committee Bylaw No. 259, cited as “Galiano Island Official Community Plan Bylaw No. 108, 1995, Amendment No. 2, 2016”, be adopted.
2. That Galiano Island Local Trust Committee Bylaw No. 260, cited as “Galiano Island Land Use Bylaw No. 127, 1999, Amendment No. 2, 2016”, be adopted.

## STAFF COMMENTS

In general terms, the purpose of Proposed Bylaw No. 259 is to amend the Galiano Island Official Community Plan Bylaw No.108, 1995, Schedule B (Land Use Designations) in order to re-designate the subject property from Health & Wellness Facility (HF) to Visitor Accommodation (VA).

Similarly, the purpose of Proposed Bylaw No. 260 is to amend the Galiano Island Land Use Bylaw No. 127, 1999, Schedule B (Zoning Map) in order to rezone a property from Health & Wellness (HW) to Visitor Accommodation – Inn (C3).

First Reading was given to proposed Bylaw Nos. 259 and 260 at the June 6, 2016 Galiano Island LTC meeting. A community information meeting and public hearing was held as part of the regular LTC business meeting on July 4, 2016. Second and Third Reading was given to proposed Bylaw Nos. 251 and 252 on August 29, 2016. The Islands Trust Policy Statement Checklist was endorsed by the LTC at the meeting of June 6, 2016.

On October 5, 2016, the Islands Trust Executive Committee approved proposed Bylaw Nos. 259 and 260. The Minister of Community, Sport and Cultural Development approved Bylaw No. 259 on February 27, 2017 (approval is not required for LUB amendments).

As a condition of rezoning, the Galiano Island LTC required the property owner to register a s.219 covenant that would require a rainwater collection system for the building used as an inn and any future dwelling units. The covenant CA5782630 was registered on January 24, 2017 and is attached to this report. A second condition of rezoning was for the property owner to install a well water meter. Staff can confirm that a meter was installed after a site inspection on January 26, 2017.

As Executive Committee and Minister approval has been given and all conditions have been met for bylaw adoption, staff recommend the LTC give fourth and final reading to Bylaw Nos. 259 and 260. The proposed bylaws are attached to this report.

Submitted By:	Kim Stockdill, Island Planner	February 28, 2017
Concurrence:	Justine Starke, A/Regional Planning Manager	March 1, 2017

**ATTACHMENTS**

1. Bylaw No. 259
2. Bylaw No. 260
3. Covenant CA5782630

GALIANO ISLAND LOCAL TRUST COMMITTEE

**PROPOSED**

BYLAW NO. 259

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**A BYLAW TO AMEND THE GALIANO ISLAND  
OFFICIAL COMMUNITY PLAN BYLAW NO. 108, 1995**

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WHEREAS the Galiano Island Local Trust Committee is the Local Trust Committee having jurisdiction on and in respect of the Galiano Island Local Trust Area, pursuant to the Islands Trust Act;

AND WHEREAS Section 29 of the *Islands Trust Act* gives the Galiano Island Local Trust Committee the same power and authority of a Regional District under Part 14, except sections 558 to 570 and 507 to 508, of the *Local Government Act*;

AND WHEREAS the Galiano Island Local Trust Committee wishes to amend the Galiano Island Official Community Plan Bylaw No. 108, 1995;

AND WHEREAS the Galiano Island Local Trust Committee has held a Public Hearing;

NOW THEREFORE the Galiano Island Local Trust Committee enacts in open meeting assembled as follows:

1. CITATION

This Bylaw may be cited for all purposes as “Galiano Island Official Community Plan Bylaw No. 108, 1995, Amendment No. 2, 2016”.

2. SCHEDULES

Galiano Island Official Community Plan No. 108, 1995 is amended as shown on Schedule 1, attached to and forming part of this bylaw.

3. SEVERABILITY

If any provision of this Bylaw is for any reason held to be invalid by a decision of any Court of competent jurisdiction, the invalid provision must be severed from the Bylaw and the decision that such provision is invalid must not affect the validity of the remaining provisions of the Bylaw.

READ A FIRST TIME this 6<sup>th</sup> day of June , 2016.

PUBLIC HEARING HELD this 4<sup>th</sup> day of July , 2016.

READ A SECOND TIME this 29<sup>th</sup> day of August , 2016.

READ A THIRD TIME this 29<sup>th</sup> day of August , 2016.

APPROVED BY THE EXECUTIVE COMMITTEE OF THE ISLANDS TRUST this  
5<sup>th</sup> day of October , 2016.

APPROVED BY THE MINISTER OF COMMUNITY, SPORT AND CULTURAL  
DEVELOPMENT this 27<sup>th</sup> day of February , 2017.

ADOPTED this day of , 20.

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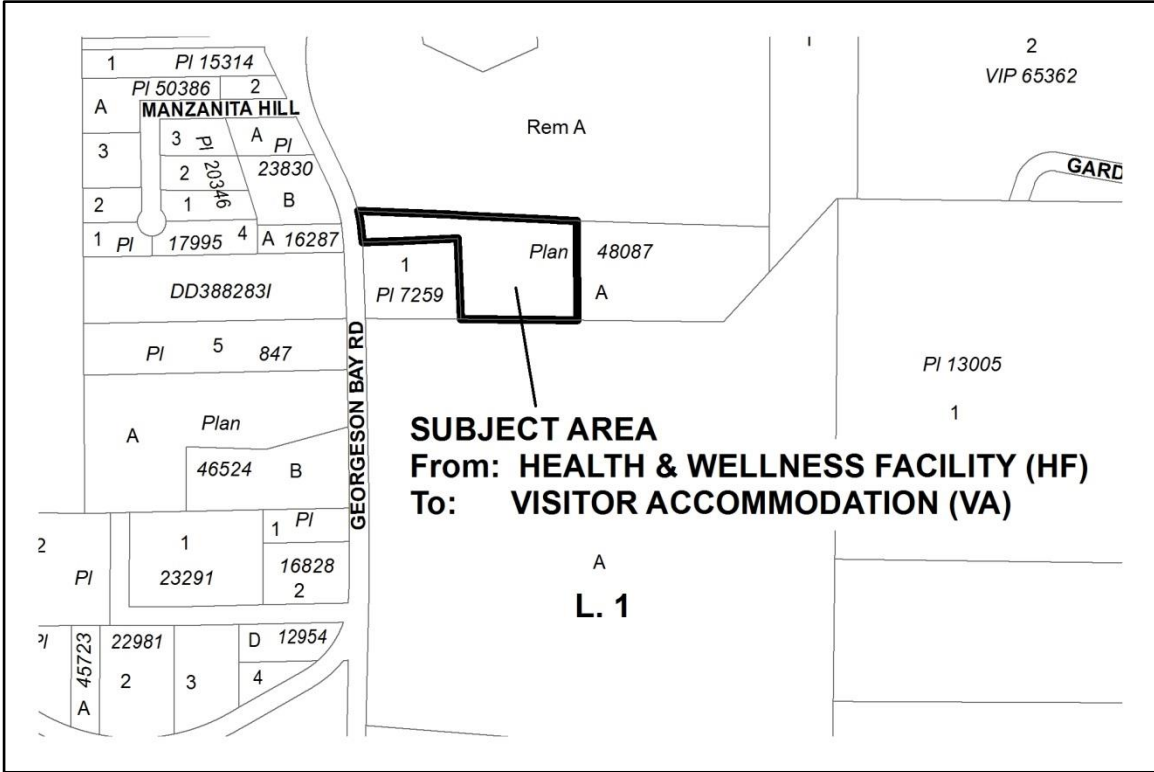
**SECRETARY**

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**CHAIRPERSON**

**GALIANO ISLAND LOCAL TRUST COMMITTEE  
BYLAW No. 259  
SCHEDULE 1**

1. Schedule B (Land Use Designation) is amended for a portion of the lands legally described Lot A, District Lot 3, Galiano Island, Cowichan District, Plan 48087 as depicted in the map below.



# PROPOSED

## GALIANO ISLAND LOCAL TRUST COMMITTEE

### BYLAW NO. 260

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#### A BYLAW TO AMEND GALIANO ISLAND LAND USE BYLAW NO. 127, 1999

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

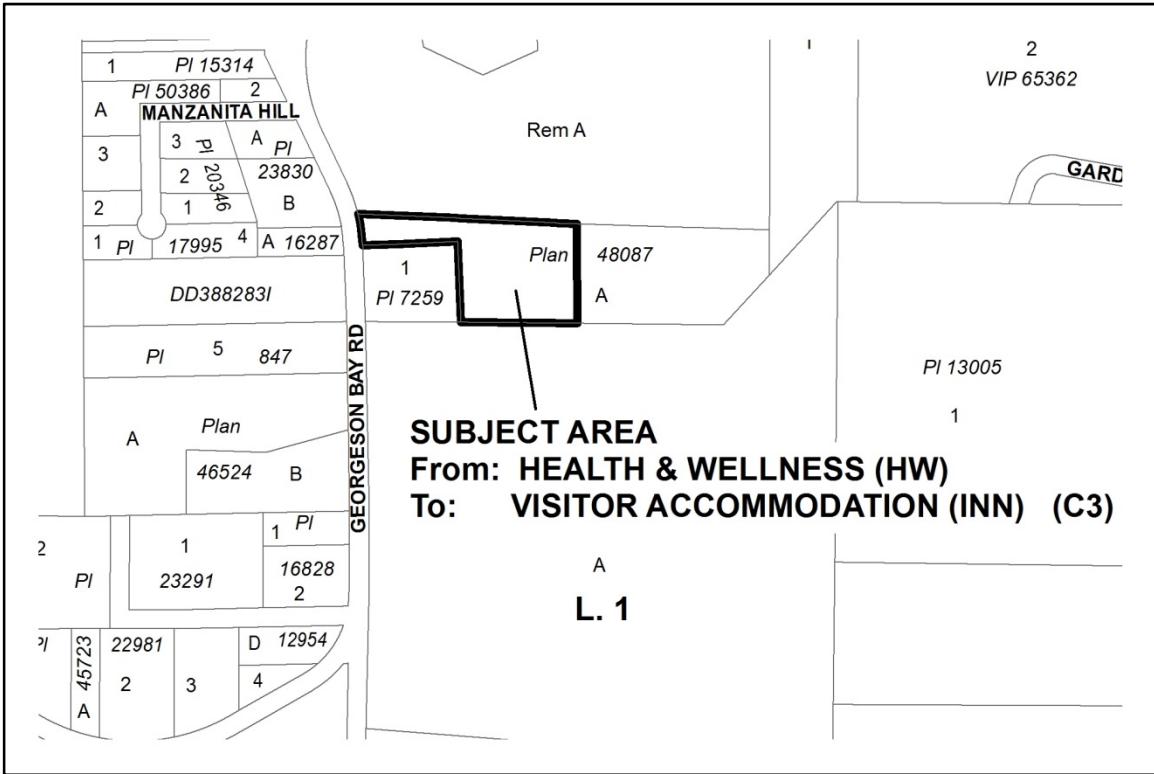
- A. Bylaw No. 127, cited as “Galiano Island Land Use Bylaw No. 127, 1999” is amended as follows:
  - 1. Schedule B (Zoning Map) is amended for a portion of the lands legally described Lot A, District Lot 3, Galiano Island, Cowichan District, Plan 48087 from Health & Wellness (HW) to Visitor Accommodation (Inn) – C3 as shown on Plan No.1 which is attached to and forms part of this bylaw.
- B. This bylaw may be cited for all purposes as the “Galiano Island Land Use Bylaw No. 127, 1999, Amendment No. 2, 2016”.

READ A FIRST TIME THIS	6 <sup>th</sup>	DAY OF	June	2016
PUBLIC HEARING HELD THIS	4 <sup>th</sup>	DAY OF	July	2016
READ A SECOND TIME THIS	29 <sup>th</sup>	DAY OF	August	2016
READ A THIRD TIME THIS	29 <sup>th</sup>	DAY OF	August	2016
APPROVED BY THE EXECUTIVE COMMITTEE OF THE ISLANDS TRUST THIS				
	5 <sup>th</sup>	DAY OF	October	2016
ADOPTED THIS		DAY OF		201_

\_\_\_\_\_  
DEPUTY SECRETARY

\_\_\_\_\_  
CHAIRPERSON

GALIANO ISLAND LOCAL TRUST COMMITTEE  
BYLAW NO. 260  
PLAN NO. 1





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

Jan-24-2017 11:25:01.001

CA5782630

PAGE 1 OF 7 PAGES

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

Geoffrey  
Michael Sherrott  
H94D5L

Digitally signed by Geoffrey  
Michael Sherrott H94D5L  
Date: 2017.01.24 10:59:48  
-08'00'

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

Edwards, Kenny &amp; Bray LLP, Barristers and Solicitors

1900-1040 West Georgia Street

Geoffrey M. Sherrott

Phone No.: 604-661-1060

File Ref: 38109002

Vancouver

BC V6E 4H3

Document Fees: \$71.58

Deduct LTSA Fees? Yes 

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

013-184-261

**LOT A, DISTRICT LOT 3, GALIANO ISLAND, COWICHAN DISTRICT,  
PLAN 48087**

STC? YES 

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

**Covenant**

s. 219 Land Title Act

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

(a)  Filed Standard Charge Terms D.F. No.(b)  Express Charge Terms Annexed as Part 2

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

5. TRANSFEROR(S):

**WOODSTONE COUNTRY INN LTD. (INC. NO. BC0357040)**

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

**GALIANO ISLAND LOCAL TRUST COMMITTEE****A LOCAL TRUST COMMITTEE UNDER THE ISLANDS TRUST ACT**

SUITE 200, 1627 FORT STREET

Incorporation No

VICTORIA

BRITISH COLUMBIA

N/A

V8R 1H8

CANADA

7. ADDITIONAL OR MODIFIED TERMS:

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

Officer Signature(s)

Execution Date

Transferor(s) Signature(s)

\_\_\_\_\_  
GEOFFREY M. SHERROTT

Barrister &amp; Solicitor

1900 - 1040 W. GEORGIA ST.  
VANCOUVER, B.C. V6E 4H3  
604-689-1811

Y	M	D
16	12	22

WOODSTONE COUNTRY INN  
LTD. by its authorized signatory  
(ies):

\_\_\_\_\_  
Name: DEBORAH GRIMM\_\_\_\_\_  
Name:

OFFICER CERTIFICATION:

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

LAND TITLE ACT  
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

\_\_\_\_\_  
Sharon Lloyd-deRosario

Y	M	D
17	01	18

GALIANO ISLAND LOCAL TRUST  
COMMITTEE, by its authorized  
signatory(ies):

Commissioner for Taking Affidavits for British Columbia

200 - 1627 Fort Street  
Victoria BC V8R 1H8  
Commission Expires  
November 30, 2017

\_\_\_\_\_  
Name: LAURA BUSHEIKIN

\_\_\_\_\_  
Name:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

OFFICER CERTIFICATION:

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

**PART 2 – TERMS OF INSTRUMENT**

**SECTION 219 COVENANT**

This Agreement dated for reference the 22<sup>nd</sup> day of December, 2016 is

AMONG:

**WOODSTONE COUNTRY INN LTD., INC.NO. BC0357040**  
1900-1040 West Georgia Street, Vancouver, British Columbia,  
V6E 4H3

(the "Owner")

AND:

**GALIANO ISLAND LOCAL TRUST COMMITTEE**, a Corporation  
under the *Islands Trust Act*, R.S.B.C. 1996, c.239, with an office at  
Suite 200, 1627 Fort Street, Victoria, British Columbia, V8R 1H8

(the "Trust Committee")

GIVEN THAT:

- A. The Owner is the registered owner in fee simple of that parcel of land located on Galiano Island, British Columbia which is legally described as:

Parcel Identification Number: 013-184-261.

Legal Description: Lot A, District Lot 3, Galiano Island, Cowichan District, Plan 48087

(the "Land");

- B. Section 219 of the *Land Title Act* (British Columbia) provides that there may be registered as a charge against the title to land a covenant, whether of a negative or positive nature, in respect of the use of land, the building on land, the subdivision of land and the preservation of land or a specified amenity on the land;
- C. The Owner has requested that the Trust Committee rezone the Lands to Visitor Accommodation (Inn) Zone – C3, and the Owner has granted the Trust Committee this covenant in order to induce the Trust Committee to rezone the Lands;

- D. The Owner wishes to grant and the Trust Committee wishes to accept this Covenant over the Land, restricting the use of the Land in the manner specified;

This Agreement is evidence that in consideration of the premises and covenants herein contained, the payment of two dollars (\$2.00) by the Trust Committee to the Owner, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

S. 219 Covenant

1. The Owner shall not use or permit the use of the Land or any building on the Land for any purpose, construct any buildings on the Land, or subdivide the Land except in strict accordance with this Agreement.

Restriction on Use

2. No building on the Land may be occupied for the use of an inn until the Owner has installed a 30,000 Litre capacity rainwater collection system for said building. For clarity, "inn" has the meaning set out in Galiano Island Land Use Bylaw No. 127, as amended or replaced from time to time.
3. No new dwelling or cottage constructed on the Land after the registration of this Agreement may be occupied until the Owner has installed a 16,000 Litre capacity rainwater collection system for that new dwelling or cottage.

No Effect On Laws or Powers

4. This Agreement does not
- (a) affect or limit the discretion, rights, duties or powers of the Trust Committee under any enactment or at common law, including in relation to the use or subdivision of the Land;
  - (b) impose on the Trust Committee any duty of care or other legal duty of any kind to the Owner or to anyone else;
  - (c) oblige the Trust Committee to enforce this Agreement, which is a policy matter within the sole discretion of the Trust Committee;
  - (d) affect or limit any enactment relating to the use or subdivision of the Land;
  - (e) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Land.

**Limitation on Obligations**

3. The Owner is only liable for breaches of this Agreement caused or contributed to by the Owner or which the Owner permits or allows. The Owner is not liable for the consequences of the requirements of any enactments or law or any order, directive, ruling or government action thereunder. The Owner is liable only for breaches of this Agreement which occur while the Owner is the registered owner of any interest in the Land and then only to the extent of that interest.

**Entry by Trust Committee Staff**

4. The Owner hereby authorizes the Trust Committee, through its employees or agents, to enter the Land at all reasonable times for the express purpose of confirming whether or not this Agreement is being complied with.

**Indemnity**

5. The Owner hereby indemnifies and saves harmless the Trust Committee and its elected and appointed officials, officers, employees and agents, from and against all loss, damage, cost, actions, suits, debts, expenses and harm of any kind whatsoever which the Trust Committee may at any time suffer or incur arising out of or related to this Agreement or any breach of it.

**No Liability in Tort**

6. The parties agree that this Agreement creates only contractual obligations. The parties agree that no tort obligations or liabilities of any kind exist between the parties in connection with the performance of or any default under or in respect of this Agreement. The intent of this section is to exclude tort liability of any kind and to limit the parties to their rights and remedies under the law of contract.

**Covenant Runs With the Land**

7. Every obligation and covenant of the Owner in this Agreement constitutes both a contractual obligation and a covenant granted under section 219 of the *Land Title Act* (British Columbia) in respect of the Land. This Agreement burdens the Land and runs with it and binds the successors in title to the Land. This Agreement burdens and charges all of the Land and any parcel into which it is subdivided by any means and any parcel into which the Land is consolidated.

**Registration**

8. The Owner agrees to do everything necessary, at the Owner's expense, to ensure that this Agreement is registered against title to the Land with priority over all financial charges, liens and encumbrances registered or pending registration in the Land Title Office at the time of application for registration of this Agreement.

**Waiver**

9. An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach. A waiver by the Trust Committee of a breach of this Agreement by the Owner does not operate as a waiver of any other breach of this Agreement.

**Severance**

10. If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.

**No Other Agreements**

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

**Binding of Successors**

12. This Agreement binds the parties to it and their respective successors, heirs, executors and administrators.

**Further Acts**

13. The Owner must do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.

**Deed and Contract**

14. By executing and delivering this Agreement the Owner intends to create both a contract and a deed executed and delivered under seal.

As evidence of their agreement to be bound by the terms of this instrument, the parties each have executed the Land Title Office Form C which is attached hereto and which forms part of this Agreement.

**END OF DOCUMENT**