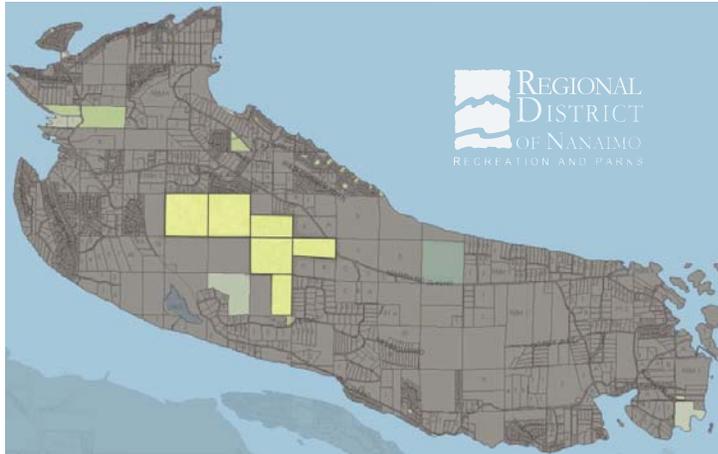


707 COMMUNITY PARK

2010 - 2020 Management Plan

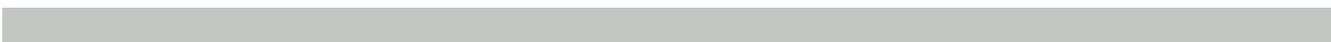


August 2010

APPENDICES

TABLE OF CONTENTS

Appendix A: Advisory Sub-Committee Meeting Minutes.....	A1
Appendix B: Public Meetings, April 25 & 26, 2009.....	A6
Appendix C: 707 Community Park Neighbours Survey.....	A15
Appendix D: Public Draft Plan Review, June 21-July 23, 2010.....	A19
Appendix E: 707CP Archeological Assessment Report.....	A23
Appendix F: 707CP Ecological Inventory.....	A26
Appendix G: Draft Conservation Covenant.....	A33



APPENDIX A: Sub-Committee Meeting Minutes

Minutes of 707 Sub-Committee Meeting - April 2, 2009

April 2, 2009, The Commons, Gabriola Island, 10:00am - 1:00pm

In Attendance: Giselle Rudischer (RDN Electoral Area 'B' Director), Cheryl Boorer (Community Member), Deborah Ferens (Gabriola Local Trust Committee), Jeff Thomas (Snuneymuxw First Nation)

Regrets: Steve O'Neill (Community Member)

Staff: Wendy Marshall (RDN Manager of Parks Services), Elaine McCulloch (RDN Parks Planner)

Consultants: Kathy Dunster and Wendy Farmer O'Neil (The 707 Collaborative)

Observers: Chris Bowers (The Flying Shingle)

Minutes recorded by 707 Collaborative

1. Introductions were made by Committee members, consultants and RDN staff.

2. Kathy provided a brief overview of the project to date: methods, milestones, timeline.

While behind schedule due to delays in appointing the sub-committee and finding a common meeting time, overall the project is still on schedule.

Due to insurance requirements, project management duties will shift to Denise Cook, and some work tasks will be re-assigned within the 707 collective.

Weekends and evenings are best for sub-committee meetings because everyone is working. Jeff is working away from Nanaimo a lot in the summer, but home on weekends.

3. Elaine and Wendy Marshall clarified the working and reporting relationships between sub-committee and consultant.

The consultant will keep the sub-committee informed of events planned and timing (to avoid possible local conflicts with other events), coordinate with Islands Trust on such things as shared meeting times, use of front counter for handouts, mail outs for surrounding property owners, press releases, etc.

The sub-committee will provide assistance to the consultant re people to contact, etc. Cheryl mentioned that she would act as the 4-H contact and noted they are active horse riders on the 707 lands (40+).

4. There was a discussion regarding who has authority for decision-making on this project (ultimately RDN Board). Purpose of the sub-committee is to provide assistance to RDN Area B Director and help ensure the community is satisfied with the management plan before it goes to the RDN. The sub-committee will also oversee drafts so that community involvement and decisions made during the public process will retain integrity as the plan moves to political adoption and implementation.

5. Wendy Farmer O'Neil gave a general overview of public process; principles and steps for successful public participation. Methods proposed include a community visioning consultation (open space workshop), community mapping day, interactive website, and stakeholder survey/meetings. Because fire risk, water, and user impacts have a direct impact on adjacent property owners, consultants will work with Islands Trust to identify adjacent property owners and seek their input. A handout from the BC Auditor General on open community consultation was provided to the meeting.

6. The sub-committee reviewed what is open for public input and what is not, based on the conditions of transfer of the 707 lands to the RDN. The current zoning was reviewed and its relation to mandatory uses allowed under the FLR (which covered the 707 lands before transfer). A discussion regarding possible changes in zoning that might occur due to new directions from the public process (eg sawmills currently allowed under zoning – could this be dropped if the community does not want this type of activity?) ,A backgrounder was handed out regarding the definition of “Forest Wilderness Oriented Recreation” (FWR1 Zone – permitted uses), and there was some discussion regarding refining this definition to fit the community’s idea about what activities make sense for Gabriola. This will be raised as a discussion point at the open space workshop.

7. At 11:15 The Flying Shingle arrived to take pictures of the group to go with the press release.

8. The sub-committee discussed the park naming part of the project, which was a condition of the transfer to the RDN (707CP was supposed to be a temporary name). The RDN has a policy (C1.3) for regional parks regarding acceptable names.

Regional parks should be named for the significant geographical features for which the park has been established.

Regional parks should be named after people only when that person has donated the land for the park and when that person specifically requests that the park be named after them.

In terms of the 707CP, this may not be applicable because it is a community park. Other options include a First Nations place name or bilingual name (such as the Elder Cedars Nature Reserve); a name reflecting or relating to some aspect of the history of the park (places, events, or local pioneers/personalities); or a name reflective of predominant ecosystem in the park (eg “XYZ swamp”). Because of the years lapsed since the transfer, the use of 707 Lands or 707CP has become commonly accepted use by the community.

The park naming process will go ahead, with a general call out to the entire community to contribute names. This will be done via the website, a box at the IT office, newspapers, possible table at market, etc. Depending on appetite for a new name, a voting process can be set up (ballots at IT), on-line vote etc.

9. Wendy Farmer-O'Neil talked about the Open Space process to be used in the community visioning workshop to be held on April 25/26 @ Gabriola Elementary School, Saturday - 9-5, registration at 8:30; Sunday 9-noon.

All sub-committee members were invited to attend, and would be introduced at the opening and invited to speak for a few minutes if they liked.

The sub-committee reviewed the wording of invitation to the community to participate in the workshop.

10. The meeting ended around 1:00 pm.

Minutes of 707 Sub-Committee Meeting - September 12, 2009, W.I. Hall

September 12, 2009, The Women's Institute Hall, Gabriola Island, 10:00 am - 1:00pm

In Attendance: Giselle Rudischer (RDN Electoral Area 'B' Director), Cheryl Boorer (Community Member), Steve O'Neill (Community Member), Deborah Ferens (Gabriola Local Trust Committee)

Regrets: Jeff Thomas (Snuneymuxw First Nation)

Staff: Lesya Fesiak (RDN Parks Planner)

Consultants: Kathy Dunster, Denise Cook, Wendy Farmer-O'Neil (The 707 Collaborative)

Observers: Derek Kilbourn (Gabriola Sounder), Chris Bowers (The Flying Shingle)

1. The meeting began at 10am with introductions by all Committee members, RDN staff and consultants.
2. L.Fesiak gave an overview of the meeting agenda and explained that the purpose of this meeting was to review project development and draft vision, management goals and policies. Following a slide presentation by the consulting team, Committee members would have an opportunity to ask questions and make comments about any points made during the presentation.
3. K.Dunster, a member of the consulting team, the 707 Collaborative, provided committee members with an update on the draft plan development with a synopsis of public consultation events, public feedback, site assessment and historical research. A draft vision statement, management goals and policies were then presented with a power point presentation highlighting the main ideas and themes of the draft plan.
4. Committee members generally agreed with the draft visions, goals and policies. Several committee members objected to the suggestion that a portion of the park be reserved for forestry / logging and with the idea of having one designated off-leash dog area in the park. Committee members felt that the focus for park management should be conservation and appropriate recreation. The park should be maintained for non-motorized, multi-use recreation such as walking, cycling, horseback-riding and off-leash dog walking, with users being asked to employ proper trail etiquette.
5. K.Dunster provided the Committee with an summary of meeting discussions and required changes to the draft vision, goals and polices.
6. Committee members felt that the meeting was insufficient for valuable draft review and recommended a supplementary meeting. L.Fesiak explained that after a draft plan was completed, committee members would receive a copy of the plan for detailed review and comments. Another Sub-Committee meeting would be held to discuss draft plan revisions before the draft plan is made available for public circulation.
7. The meeting was adjourned at 1:15 by L.Fesiak.

Minutes of 707 Sub-Committee Meeting - June 4, 2010

June 4, 2010, The Women's Institute Hall, Gabriola Island, 10:00 am - 12noon

In Attendance: Giselle Rudischer (RDN Electoral Area 'B' Director), Jeff Thomas (Snuneymuxw First Nation), Steve O'Neill (Community Member), Deborah Ferens (Gabriola Local Trust Committee)

Regrets: Cheryl Boorer (Community Member)

Staff: Lesya Fesiak (RDN Parks Planner)

Observers: Chris Good (Snuneymuxw First Nation), Pat Maloney (Islands Trust), Derek Kilbourn (Gabriola Sounder), Chris Bowers (The Flying Shingle)

Minutes recorded by Lesya Fesiak (RDN Parks Planner)

1. Agenda: The meeting began at 10am with an overview by L.Fesiak of meeting agenda and purpose. The goal of the meeting would be to receive guidance from committee members on the main ideas and larger issues surrounding the management of the 707 for the next 10 years, so the Policies section would be the main focus of the meeting. This meeting would also be an opportunity to resolve outstanding issues such as the name of the park.

2. Introductions: All sub-committee members and guest observers introduced themselves to the group.

3. Round-Table: Each committee member was invited to give a brief, general comment about the draft plan as a whole. Committee members were asked to save specific plan details for the next portion of the meeting.

D.Ferens requested that there be another public session after the Sub-Committee meeting.

P. Maloney stated that she was at the meeting to observe conversations only.

C. Good expressed his support for the conservation polices in the draft plan\

S. O'Neill reiterate the need for minimal intrusion in the park. The 707CP is an important place for solitude, however access by emergency vehicles was understood.

G. Rudischer agreed that a minimal amount of intrusion was necessary. She felt strongly that the park should not be promoted for tourism and felt that RDN staff were still confused about whether the 707CP was a Community or Regional Park.

4. Vote on Park Name: L.Fesiak presented the results of an on-line poll in which community members suggested and voted on alternative names for the 707 Community Park. Two alternative park names that received an equal number of votes were "Heartland Wilderness" and "707 Acre Community Park". The issue was discussed amongst all Committee-Members and put to a vote. Committee members voted unanimously on "707 Community Park" as the official name.

5. Detailed Plan Review: Each section of the plan was introduced by L.Fesiak and then discussed in detail by all Committee members. The discussion followed the order of draft plan sections: Introduction; Public Consultation; Baseline Inventory; Issue Summary; Vision, Principles, Goals; Policies and Actions.

Introduction: G.Rudischer corrected wording around the park as part of the traditional territory of the Snuneymuxw First Nation on pg.1. D.Ferens pointed out a typo on pg.5.

Public Consultation: Typos were corrected on pg.9.

Baseline Inventory: Suggested rezoning of the park was discussed by D.Ferens and G.Rudischer with the suggestion that the park be rezoned as Parkland and not as Wilderness Recreation land. D.Ferens suggested that the section 3.4.3 Education be placed before section 3.4.1 Cross-Island Trail Network, because of its cultural importance. G.Rudischer felt that it was appropriate to describe the state of tourism on Gabriola Island but not to make any specific references to the 707CP as a tourist destination.

Issue Summary: A request was made by the Committee to reword the last paragraph describing the issue of tourism in order for it to more accurately reflect community concerns.

Vision, Principles, Goals: D.Ferens suggested changes to sentence structure and noted typos on pg.28. The Committee requested that “wildfire protection” be added to public safety paragraph on pg.29.

Policies: D.Ferens noted that it was the “Islands Trust Fund Board” and not the “Islands Trust” that would act as coholder of the conservation covenant. G.Rudischer noted that parcel consolidation would need to come before covenant registration. Several typos were caught on pg.34. Committee members suggested providing another a different photo of possible trail markers, something more natural like untreated cedar posts. The Committee asked that “nature-based tourism” be removed from section 6.2.5 Trail Wayfinding and Signage. “Littering” was added to list of unauthorized park uses. G.Rudischer asked that “liaise between the public and RDN staff” be removed from the list of suggested volunteer park warden duties.

Operational Actions: The Committee asked that parking area construction be moved up the list of priority actions, above bench installation.

6. Conclusion: L.Fesiak summarized the meeting discussions and results and described the next steps towards plan completion which included plan revisions based on meeting discussions, public circulation of the draft, a Public Open house, final draft preparation based on public consultation and finally POSAC review and Board approval.

7. Adjournment: The meeting was adjourned at 12noon.

APPENDIX B: Public Meetings, April 25 & 26, 2009

Discussion Title: Multi-Use Trail Access

Convenor: Kerry Marcus

Session Participants: Kerry, Trish Grey, Jinny Hayes, Derek Kilbourne, , Nicole Berthelot, Charlotte Cameron, John Gambriel, Christine McKin, Lawrence Mayles

Discussion summary recorded by 707 Collaborative

Focused our discussion on recreational access on the trails. There were spill-overs to structures, parking, maintenance etc, many of which were parked for another group session.

Trail access is important for recreation and transportation. Shared use wherever possible. Consider sensitive areas as well as access.

Multi use trails desirable with minimum of managed restricted use (ie limited bikes and horses in sensitive areas or seasonally wetted areas)

Protection of sensitive areas will be important – redirect, boardwalk, manage use, etc, consider sensitive species impacts when planning trails

Who will maintain, who will manage and who will pay?

Rationalise a Trails Plan that links all adjacent neighbourhoods, that form transportation corridors for transiting the park on foot. Bike, horseback

Work with adjacent land owners to link neighbourhoods, the Coats wetland new park, etc as well as manage sensitivities

Designate a dog off leash zone in the park so that there can be a dogs on leash requirement in the main cycle/horse access areas

Shared bike and horse access trails can benefit each other

No motorized vehicle access on trails other than maintenance/emergency

Wheel chair access of interest ultimately, consider how – access from a parking lot at edge or from a driving route to a viewpoint area etc (for Structures discussion..)

Use signage, maps, and guidelines to manage rather than active “policing”

Some theme trails with an educational aim that take advantage of the natural feature such as a wetland, a disturbed forest trail (i.e. near sustainable forestry project), viewpoints,

Other exchange programs that may be of use for trails development work Katimavick, Canada Youth Exchange, St Georges or Pearson College, and of course community groups like GaLTT, etc to partner and to fundraise

Staging area for horses discussed (may belong in Structures group discussion) temporary rope moveable pen option like (some other park) to minimize footprint

Talk of motorized vehicle access and windmills, but proponents for such activities did not seem to be present.

Consider habitat preservation areas in terms of adjacent private land areas (i.e. Forest or wetland) to maximize benefits of large protected areas

Discussion Title: Do the Minimum / Let the Park Heal

Convenor: Veronica Hartman

Session Participants: Deb Ferens ,Catherine Williams, Nick Doe, Gill Elcock, Steve O'Neil ,Bruce Halliday, Cheryl Boore, Jeff Thomas, Liz Coicea, Linnet Kartar.

Discussion summary recorded by 707 Collaborative

What's Minimal?

Show respect for the land.

Minimal policy on the park ie: If you allow a use, humans have a tendency to do more then the allowed use.

Pack it in--- Pack it out.

The 707 acre park is a community park so all costs of all maintenance and structures will be paid for by the Gabriolans.

The park is a quiet sanctuary for all. No Quads

Let it grow.

Remove or contain invasive plants.

Identify natural plants. Protect

Fire / climate change/ may need management.

Winter hikers and walkers go for the sunshine.

Open up natural meadows for sunny spots.

Fire and emergency access.

Pot growers in the park to pay a tax.

Leave flexibility in park management plan for future generations.

Main entrance to be located on North or South Rd.

Not in a residential neighbourhood.

No toilets. No signage.

Zone, so humans do not have priority.

Discussion Title: Sharing the Park with Flora and Fauna

Convenor: Liz Coicea

Session Participants: Liz, Judith, Charlotte, Linnet, Lawrence, Dean, Veronica, Nicole

Discussion summary recorded by 707 Collaborative

Leave wilderness untouched

Encourage swampy areas – do not fill

Protect tress during nesting season

Keep dogs from roaming

Leave snags for nests and perch trees

Remove invasive species

Encourage indigenous plants

Naturalist/biologists identify indigenous species

Signage informative but kept to a minimum

Small interpretive centre information about the park

Summer student programme to investigate inform and inspire

Discussion Title: Sustainable Managed Forestry Park Project

Convenor: Dyan Dunsmoor-Farley

Session Participants: Hank Sirlin, Dean Gaudry, Cheryl Boorer, Allison Sirlin, Elaine McCullough

Discussion summary recorded by 707 Collaborative

Objectives:

To manage part or all of the 707 lands to achieve following objectives:

1. To preserve and sustain native plant species and ecosystems;
2. To extend and preserve forest watersheds;
3. To create a demonstration project which can serve to educate the public about how a managed forest ecosystem works;
4. To provide habitat for native species;
5. To eliminate invasive plants and encourage native plants with a secondary objective of providing native food sources;
6. Managing for wildfire risks;
7. To provide resources (i.e. income) for ongoing park management;

Discussion:

The primary purpose of the project would be to provide environmental, ecological and educational benefits: commercial values would be secondary. The project would be compatible with all other uses: for instance a managed forest can serve as a system of trails and park spaces. Almost all other activities can be incorporated and some are complementary (i.e. using horses for limited logging).

Managing within the current ecosystem would likely not yield harvestable cuts for at least 30 years. Any logging that takes place would be based on sustainability, not productivity. The first step would be to assess the current resource base and develop a forestry management plan. Considerations could include: ensuring multi-species (i.e. diversity of native plants). Consideration should be given to working with the existing growth (e.g. alder) which currently provides excellent nitrogen fixing properties and can be a source of wood for cabinetry and flooring. The plan would encourage local use and value added use. Merv Wilkinson's Wildwood project is an internationally recognized example of sustainable logging and could form the foundation for how this project is managed. Examples of his practices include: culling trees for disease; and managing the canopy to open up light for the next generation of trees to grow up from the understory.

Benefits:

1. The ability to demonstrate sustainability to future generations;
2. Production of carbon credits and reduction of greenhouse gases;
3. Locally sourced wood supply for local trades, craftspeople and artisans;
4. Source of native food crops such as elderberry, serviceberry, salal, and mahonia
5. Elimination of invasive non-native plants;
6. Healthier forest
7. Healthier watershed;
8. Reduced fire hazard
9. Beautiful to look at and be in.

Discussion Title: Water

Convenor: Randy Young

Session Participants: Liz Ciocea, Tom Cameron, Alison Fitzgerald, Lawrence Miles, Mary Rose, Linnet Kartar

Discussion summary recorded by 707 Collaborative

Pond for Wildlife & Emergency

Groundwater Lake

The current National Geographic shows a very interesting projection of a future rainfall decrease in the Pacific Coastal area of about 10%. The cause is a projection that the Hadley Cell southern dry weather pattern will eventually extend this far north. Gabriola is also in the rain shadow of the Vancouver Island Mountains, so we might see even less rain. There is some evidence from Erik Boulton's rainfall records that this is happening now. Our 36" of winter rainfall is more than enough for everyone, the problem is storing the water during the summer drought. Many of us use underground aquifers for this storage, tapping from individual wells.

There is a potential one quarter mile long groundwater lake on the marsh land in the 707 at an elevation that can feed the central island. A very low berm, similar to the existing road which is acting as a berm, can store many acre feet of water which will feed into the groundwater during the summer. What we don't need is for someone to insist on winter road access, and install a culvert in the present road.

Discussion Title: Horse Ring Stall Space

Convenor: Nicole Berthelot

Session Participants: Nicole Berthelot, Dean, Deborah Ferens, Kelly Berthelot

Discussion summary recorded by 707 Collaborative

- Lack of access to a ring
- Funding /maintenance
- Decided against a ring but small horse area ok
- 3-wall shelter –Could be multi use, for human shelter
- Could just be a few 10ft by 10ft pens.
- Rotational area to allow regrowth
- Designated area for them on a corner of the park.
- Overnight camping, & picnics with horses would promote tourism
- 4-H may help with maintenance cost of pens

Discussion Title: Structures - To Have or Not To Have

Convenor: Derek Kilbourn

Session Participants: A whole lot of bumblebees

Discussion summary recorded by 707 Collaborative

- Construction of anything is dependant on taxpayers dollars, keep that in mind with anything being put up.
 - A lookout sounds like a good idea, whether for watching fires or birds
 - Problem with lookout is while currently it may be higher than the trees, as the 707 matures, it won't be high enough, why build it now if it won't serve a purpose in 30 or 40 years?
 - Lookout transitioned to discussion on communications towers. Group was opposed to towers going up. While small towers such as the 60-watt proposed by the Gabriola Radio Society seem ok, small effect, they open the door to large telecommunications towers coming in.
 - End effect of this could mean TILMA coming into power and allowing other industry in if communications industry can get in.
 - absolutely no windmills
 - picnic shelters were discussed – thoughts were again, if built, construction and maintenance are directly paid for through Gabriola tax dollars, therefore don't bring in a cost that isn't needed.
 - small bridges and other 'trail' amenities brought up – no clear consensus on whether they should be used or not. Main purpose is to protect wet or other delicate areas of the trails from heavy use/traffic.
- Washroom facilities are not needed inside the main area of the park, but having them at designated entrances to the park is probably a good idea.
- concerns voiced about washrooms were that washrooms are sometimes a collecting point for garbage and vandalism.
 - A balance needs to be struck between the need for facilities, in a park of this size, with it being the garbage dumping site.
 - Garbage cans probably not a good idea – pack it in pack it out concept – but have the 'funnel' style cans for dog waste bags.
 - Facilities should be compostable outhouses or some other form that won't directly enter the ground.
- Discussion on having pens, whether mobile or permanent, for horse users to use as a staging area pointed out any horse users who aren't simply riding to the park will probably have a trailer to tie the horse to.
- if something is needed, hitching rails would be a better way to go than stalls or pens.
- Signage to mark trails – not a bad idea, a kiosk with a map similar to the structure at Drumbeg would be ideal at the main entrance point if something is needed to give guidelines about park use, where the major points are, et cetera.
- if such a kiosk is built, should include the story of the 707 – how it came to be, including the community process of how the land came to be set aside.
 - Signage open to commercial interests, aka advertising, will not be allowed in the park.
- The signage discussion on advertising led to a discussion on 'commercial interests' in the park – how do we decide what can be operated, what can't, should it be permitted.
- example of horseback and mountain bike tours through the park was brought up, art classes being run
 - argument of public vs private use – if the impact of a private use is no different than a public use, what is the difference?
 - If an activity is done with a permit, others then are kicked out (This permit allows so and so to do this at this site, therefore no one else can use this site) – so better to have no permit-based uses, rather allow users to interact and likely sort things out.
- Most uses are likely to be small scale.

Discussion Title: Parking Access

Session Participants: Randy Young, Steve O’Neill, Eileen Kaaremaker, Liz Ciocea, Dean Gaudry
Discussion summary recorded by Cheryl Boorer

Identify Main Areas of access, and are they appropriate – North Rd, Ricki, Jeanette, Tin Can Alley
View point access by road with parking inside the park – great for elderly, or handicapped to enjoy park
The Gaudry family is considering formalizing an access from the South Rd (near Crestwood) with the RDN to allow access to the park Would also consider off road parking area.
Block unwanted motorized vehicle access – garbage still be dumped in the park and “off- roading“ is still happening.
Balance the Accesses thru all the entrances – make sure the traffic is not concentrated thru one entrance.
Parking within the park vs on the streets... some roads not developed for heavy traffic, closed dead end neighbourhoods, formalize access outside neighbourhoods .
Dog Fecal issues at access points
Focus on pedestrian access thru neighbourhoods
Restricting access to the park during high fire season
Wheelchair access off the end of Jeannette, develop gate, remove berm – very level would not be an expensive project. Nice trees, about ¼ mile flat walking spot.

Discussion Title: Viewpoints & Meadows

Convenor: John Gabmbrill
Session Participants: Tom & Charlotte Cameron, Gill Elcock, Dean, Deborah, Hendrick de Wilde
Discussion summary recorded by 707 Collaborative

A ridge of high land exists in the park that provides vistas to both Vancouver Island and to the mountains of the lower mainland. The land below the vista points should be meadow (no tall trees), and the meadow provides a perfect space for encouraging and re-establishing native shrubs, grasses and wildflowers.
The trails and meadow provide an educational element for visitors to the park. Signage at the Vista points and by the meadows should be provided.
We need to:
Establish trails to vista points (2 trails exist)
Take advantage of the highest (or close to it) points on Gabriola
Provides a destination point for trail walkers.
The group raised a number of issues that need to be addressed:
Do the vistas that exist that need to be worked on? i.e. cut trees to create the vistas, or on-going maintenance to keep the views.
Concern of horses and bikes disturbing the trails on steeper ground.
Management Plan needed for maintaining the vistas.
Identify meadow potential and eco-systems of the cleared slopes below the vistas.

Discussion Title: Firewood

Convenor: *Hendrik deWilde*

Session Participants: *Tom Cameron*

Discussion summary recorded by *707 Collaborative*

DEER : We can draw the deer out of the neighbourhoods, and our gardens, back into the park; thru meadows, and especially thru at least 5 RESERVOIRS [as well as naturally dammed groundwater lake] ; We thus need to ask advice from RDN engineer about finding a lot of heavy-duty POND LINER.

These proposed reservoirs will also create a new micro-climate, are needed for FIRE CONTROL, and may enable pockets of ALLOTMENT GARDENS near the neighbourhoods.

In view of deer management, we must ask a rep from the fish & Game club to sit on a future Park council or POSAC.

Let us aim for the sale of FROZEN DEER MEAT at the Farmers' market.

The value of a look-out tower is enormous. It draws hikers and bikers into the park; the views give us, and visitors, a sense of place, and of the ISLAND AS A WHOLE. It will preclude the need to "maintain viewscapes "from the ground. Make it steel, against vandals, time.

To reduce fire hazard, we can have a semi-commercial FIREWOOD OPERATION, to form fuel-free zones, reduce our carbon footprint, and help fund the park, or a bus service.

With the likelihood of COMING FOOD SHORTAGES, we need to look at the 707 as a major factor in making Gabriola more self-reliant.

Discussion Title: Respect for the Land

Convenor: *Steve O'Neill*

Session Participants: *Everyone*

Discussion summary recorded by *707 Collaborative*

- Noticed that throughout the two days respect for each other's ideas and voices was obvious and this mirrors the respect for the land that was so evident in all the discussions throughout the two days
- General awareness of how we (humans) impact the land
- Take the time/do research to learn about and protect indigenous plants and animals and make the protection of them a priority
- awareness and respect for the history and the current approaches of the First Nations with the land
- Approach the planning/visioning process with the concept of "minimal intervention." (We need to arrive at a clear definition of "minimal intervention.")
- "Let it Be" (possible theme song and guiding principle for the park.)
- Maintain our sense of wonderment
- Be aware of traditional/past uses of some parts of the park (eg: picking mushrooms.) Establish some general agreements regarding these past practices.
- Be aware that covenants are about uses and preservation and can restrict or enable.

- Need for “Covenant Monitors”
 - The intent is for covenants to be held by the Islands Trust Fund and another partner
 - Develop clear agreements re: private uses vs. commercial uses.
 - Be aware of the definition and potential limitations or challenges of the term “in perpetuity” and be aware that it is possible for the concept to be overturned
 - Use the developed “Vision” as a compass for the direction of the management plan for the park
 - Consider activities within the management plan (eg: hunting)
 - Consider how the park may eventually play a part in the “self-sufficiency” of Gabriola and her residents
 - Be aware that the park cannot meet all community needs
 - Consider how to develop and manage a “forest recovery plan”
 - Arrive at a clear definition of what we (Gabriolans) mean by “wilderness recreation”
 - How does the park fit with the concept of “self-sufficiency”
-
- Consider the differences between “leaving it alone” and providing gentle management, looking to the end result of allowing a “same age forest” or encouraging a “managed forest recovery” allowing for a diversity of landscapes (meadows, viewpoints, wet lands, etc.)
 - Develop clear zoning definitions that relate specifically to the park and the vision (eg: a zoning that describes “sanctuary.”)

Follow-up Considerations:

- Discussion re: how to keep the conversation alive and inclusive. Suggestions included: advertise and utilize the internet (707 web site) as one method of continuing the conversation; orchestrate additional community meetings/gatherings; have some of these gatherings in the park as on-site visits
- Mapping day towards the end of May
- Awareness that Gabriola taxpayers will fund any actions in/for the park (eg: managed forest recovery; managed forest; signs; etc.)
- Consider accessing individuals, BCIT, etc to acquire specialized knowledge/insight
- View and thoughtfully consider the insights the video “Thinking Like a Forest”

Note: The important thing is that the land is now protected, allowing time for a vision and plan to be developed.

Discussion Title: Legacy

Convenor: Steve Tom Cameron

Session Participants: Everyone

Discussion summary recorded by 707 Collaborative

The legacy is the gift.

It is what is there now in it's totality, culturally and ecologically. And the legacy is also what this parkland will provide for future generations. The mapping and inventory process for the park will help tell us what we have now on sites and biodiversity.

- planning for the next 400 years will help us to to think beyond our lifetimes and our own narrow perspectives
- planning for Seven Generations from now, is an acknowledgment that these lands are not owned but rather held in trust for the future
- the present ecological character of much of the park is a result of the massive disruptions of clearcut logging, If we choose to "let it be" we are essentially making a management decision that a single-age forest is our long term objective.
- while forest succession is sometimes thought of a natural progression towards "old growth forest" the reality is that there are many active influencing factors such as:
 - browsers, disease (such as root rot), fire, invasive plants and animals including insects
 - wind throw and snow loading are currently very active influences on Gabriola
 - climate (and weather) change are one of the very real imponderables that will influence our society and environment
- it is noteworthy that many current park users are "delighted" with the open early successional stage of the forest, people visit the the park and the heights of land for the big sky, the sunlight and the views of and from our island

Please edit as appropriate these words attributed to individuals!

Neil discussed the planning time frame. We can make some predictions and perhaps some prescriptions for the active and passive management of the landscape and forests for the next 30 years. We are not starting from a mature forest like Wildwood managed forest and we are going to have to use adaptive management and adjust the problems and community need that arise at various stages.

Debra and others spoke about the "movable feast" that is one of the legacies of the community park. Berries, mushrooms and other foodstuffs is a legacies that is available to those with the interest and knowledge to utilize them. Legacy thinking needs to be the touchstone for our thinking and planning for the future of these lands.

Ken (Gabriola Radio Society) spoke about one of the legacies of the density transfer process that created the park, is that it doesn't provide lower priced properties but rather may be a driver towards bigger, more expensive homes. He also talked about the geography of the park and the height of land as is relates to the line-of-sight that reaches the most household on Gabriola as apposed to the largest geographical extent.

Eric cautioned against excluding interest groups. In planning we need to value the real needs of the community now and in the future. There is room for people, dogs and horses. Happy families and happy children are what make our community.

Leslie commented that horses are one of the historical uses of the area and the island.

Darcy mentioned that we should be looking and the example of other islands and other park that might help to provide us a way forward. Some of the recent developments in Pacific Spirit Park (Point Grey, Vancouver) could be a lesson in how things can change over time. There is a need for a steadfast vision for these park lands.

APPENDIX C: 707CP Neighbours Survey

Park Neighbour Focus Group

Park Neighbours were identified during the Community Workshop as an important stakeholder group that required further consultation. A letter inviting approximately 400 park neighbours (residents who live in areas that border the park or share access roads into the park) to a drop-in session on June 27, 2009 at the WI Hall was mailed out by the Islands Trust. About a dozen people attended the drop-in and several more phoned or emailed the consultants to express concerns and ask questions.

June 10, 2009

Dear Neighbour

Since the community workshop on April 25/26, the 707CP consultant team has been busy with research and preparing draft management policies for the 707 Community Park. The 707 Acre Community Park Management Plan (707CPMP) is a strategic plan that will define the future direction, policies, priorities, and actions for the Regional District of Nanaimo in the short and long term with a 10 year focus (2010-2020).

The 707 neighbours have been identified as a special stakeholder group because the park shares common property boundaries with you and access points into the park may pass your property. We also know you are the eyes and ears for the park, and probably use the park more often than others.

We would like to hear from you about any specific concerns you may have such as sharing boundaries, road/trail access and parking, noise, illegal activities, and emergency access. Do you have any wildlife observations, bird lists, or other natural history notes you can share? Do you have any thoughts you would like to share on what the 707 lands were like before the last logging happened?

Do you have a few minutes to complete the enclosed survey and drop it off at the Islands Trust office (700 North Road, 8:30-4:30 Monday to Friday)?

We'd like to meet you! You are invited to an informal drop-in session for park neighbours from 1-5 on June 27th at the WI Hall. If you can't make that day, but would like to talk with us, please call or email 707cpp@gmail.com to get in touch with us. We are also planning to be at the farmer's market on various Saturdays this summer – dates will be posted to the website www.707cp.ca

Yours truly,
for the 707CP Collaborative

ps The park management plan has its own website – www.707cp.ca where you can find background information, proceedings of the community workshop, discussion boards and places to post questions or ideas.

A survey was developed and distributed at the drop-in session, via the Islands Trust front counter drop-box, via email in pdf format or hand-delivered when requested. At the request of community members that had attended the Workshop, the survey was designed to be anonymous, asking only that participants circle a map in the survey showing the neighbourhood in which they lived.

What We Learned

Park neighbours assisted in developing a deeper understanding of some of the issues raised in the Community Workshop. Having lived through a decade of logging, park neighbours are passionate about preserving the park for future generations. The vast majority would like to see a management plan that focuses on letting the park heal, with minimum intervention.

Most park neighbours that share an immediate boundary with the park visit the park every day, or 2 to 3 times a week.

Most park neighbours are concerned about cars parking on access roads and blocking the gates at Ricki Avenue and Jeanette Avenue, public safety (hunting, motorized vehicles, fire, trespassing, dog waste).

707 Community Park Neighbour Survey

Thank you for taking time to share your opinions and ideas. We would like to know how often you use the 707CP and what management issues concern you as a neighbour to the park.

Circle or X on the map which neighbourhood you live in.

How often do you visit the 707CP?

- Every day
- 2-3 times a week
- 2-3 times a month
- 2-3 times a year
- Never

Who do you come with? (check all that apply)

- Alone
- With my pet (dog horse cat) - circle
- With kids
- With teens
- With adult friends from Gabriola
- With adult friends (off-island visitors)

What do you value most about the 707CP? (check all that apply)

- Gabriola wilderness / natural setting
- Appreciation of nature
- Chance to meet other people
- Close distance from my home
- Solitude and quiet
- Uncrowded
- Exercise and outdoor recreation
- Exercise
- A safe, secure setting
- Relaxation
- To be together with family and/or friends
- Other _____

What activities do you do in the 707CP? (check all that apply)

- Walking/hiking
- Dog Walking

- Horse-riding (on-trail)
- Cross-country skiing
- Biking on trails
- Off-trail biking
- Dirt-bike (motorized)
- Wildlife viewing and/or Birdwatching
- Christmas Bird Count
- Star gazing/astronomy
- Picnicking
- Environmental education/learning
- Photography, painting, sketching, writing, music
- Berry picking/ mushroom harvesting, etc.
- Other: _____

As a park neighbour, do you have any concerns about the following? (check all that apply)

- Cars parking on access roads and/or blocking private driveways
- Not enough parking spaces at access points
- Too much parking space already provided at access points

Are park users trespassing through your property to get into park?

- Yes
- No

Are you bothered by noise in the park? (check all that apply)

- Morning
- Afternoon
- Evening
- All-night

Are you aware or concerned about vandalism in the park? (check all that apply)

- To trails
- To signs
- Open camp fires
- Other : _____

Are you aware of any Garbage/Litter problems? (check all that apply)

- In park
- At parking and access points
- Along access roads

Are off-leash dogs a problem in the park?

- Yes
- No

Do off-leash dogs invade your property?

- Yes
- No

Is this a concern to you?

- Yes
- No

Is horse manure on trails a problem?

- Yes
- No

Are invasive plants such as broom appearing along your boundary with the park?

- Yes
- No

Should some basic services be provided? (check all that apply)

- Outhouse/privies at main access points?
- Litter bins
- No litter bins (pack it in, take it home)
- Interpretive signage
- Trail marking
- Trail surfacing for wheelchairs/stroller accessibility

Other Concerns or Comments:

Thanks for helping!

APPENDIX D: Public Draft Plan Review

Public Draft Plan Circulation

June 21 - July 23, 2010, RDN Website, Islands Trust Office, Gabriola Public Library

Community review of the draft plan was a month-long process from June 21 to July 23, 2010. A draft plan was available for viewing on the RDN website and hard copies of the plan were available for public circulation at the Islands Trust office and the Public Library on Gabriola Island. A total of 19 written responses or comments were received by RDN park staff either by email or letter.

Summary of Feedback Forms and Letters	
1	<ul style="list-style-type: none"> - generally positive - spelling and grammar - factual errors - logistical errors - soil errors - water should not be stored on the surface, but should be allowed to infiltrate - daisies should be included in the exotic invasive plants list - professional forester should be consulted for plan and in general management of park - there is a conflicting ideas of both promotion and no promotion of tourism - no culverting - don't like idea of emergency access and resurfacing for the sake of safety - don't like park name – would prefer that it be called 707 Forest
2	<ul style="list-style-type: none"> - generally positive - make sure the trail network provides a useful transportation route (for bike users and walkers) and connects to main roads throughout Gabriola - suggestion for marker types (photos attached) markers should have pictures not words
3	<ul style="list-style-type: none"> - generally positive - identification of three important accesses for horse riders: new ped. access from North road, Tin Can Alley, Jimmy's Ridge trail
4	<ul style="list-style-type: none"> - generally positive - principal of "minimal intervention" needs to be spelled out so that people understand the term - sign destruction has been issue, needs to be monitored, who will monitor and enforce - don't separate trails based on use, only for environmental and safety reasons - definitely should be way-finding signage - services of a professional forester should be used for park management process - support connection to south road - Tin Can alley needs to be a main trail
5	<ul style="list-style-type: none"> - should be 5 reservoirs in the park for water storage - should be areas for community gardens for future food shortage - selective logging or forestry (but this ahead of time) - food planning in general for deer and horticulture

Summary of Feedback Forms and Letters	
6	<ul style="list-style-type: none"> - put a note in the plan about structures not being over 4' - put that no communication towers, antennae, transmitting devices be permitted
7	<ul style="list-style-type: none"> - install a pond leveller instead of a culvert - trails need ditching along edge for drainage - should be connector trails via Tin Can Alley, North Road, Jeannette, Mary and Ricki - should be frequent markers, should be able to see one marker from the next - in United States multiple paint strips on trees are used - broom and daphne need to be removed - doggy bags and bins should be provided at parking areas
8	<ul style="list-style-type: none"> - leave park alone as much as possible - leave trees along edge of trails as much as possible - no horse specific structures or amenities - horse hooves do damage to trails, horse poop is gross - keep the park people and dog friendly
9	<ul style="list-style-type: none"> - needs to be extensive signage : street signs and marker posts with maps and "you are here" Xs - need enforcement for vandalism, four wheeled vehicles, etc, in order to keep the park public
10	<ul style="list-style-type: none"> - horse riders should be required to remove horse poop from trails - should be 4 week suspension of horse use if poop is found on trails - horses should be banned in summer
11	<ul style="list-style-type: none"> - generally positive - need to know what trails will be named - more natural colour of trail marker for 707 - don't need heli landing pad - main trails too close to Jeanette, Rick and Mary roads
12	<ul style="list-style-type: none"> - generally positive - no culverting, need water to replenish Marsh areas - sign all trials signs will need to be heavy, in order not vanish (so not with materials found in park)
13	<ul style="list-style-type: none"> - generally positive - Cross park trails coordinate with GaLTT - make connections suitable for cycling - consider water retention ponds to augment summer flow into Coats Marsh - maintain views at high points - do not block public pedestrian access at existing roads
14	<ul style="list-style-type: none"> - generally positive - typos so check - Tin Can Alley and McCollum road should be multi-use - horses should be allowed in all area unless environmentally sensitive - educating for shared use is important - look into funding contribution for parking areas (space for one or two trailers would be adequate) - signage, maps very important to make the park user friendly, should include benefit to all BC
15	<ul style="list-style-type: none"> - generally positive - keep idea of developing a pond in marshy spot where trail crosses - need Management Advisory Committee for the 707CP
16	<ul style="list-style-type: none"> - generally positive - good hierarchy of main trails and wild trails

Summary of Feedback Forms and Letters	
17	<ul style="list-style-type: none"> - generally positive - consolidation of titles is good - need to make it clear that horses are allowed in park - should be trail signage and markers - agree with horse hitching posts - needs to be work with adjacent land owners for access
18	<ul style="list-style-type: none"> - generally positive - minimal signage and infrastructure is good - need to be more links with Coats Marsh and connectivity with other trails and roads - ensure volunteer stewardship to maintain the park and views - no vehicles, restrict vehicle access at side trails by ditching intersections
19	<ul style="list-style-type: none"> - generally positive - happy with culverting planned – trails get flooded and very wet in winter

Open House for Draft Plan Review and Feedback

June 26, 2010, Women's Institute Hall, Gabriola Island, 10:00am-3:00pm

Held on June 26, 2010 at the Women's Institute Hall with 20 attendees, the second open house was an opportunity for community members to discuss and provide direct feedback on the draft 707CP Management Plan with RDN Park staff. The following list is a summary of comments received by park staff during discussions with Open House attendees:

- dam the wetland in the park, don't let it drain, no culverts
- have vehicular access right to a look out for elderly / disabled users
- need signs and maps along trails, people get lost, have to be concrete because removed
- need signs and markers and maps
- interest in being a park warden or volunteer care giver
- concern over widening of trails for emergency access
- would like horse access to all trails
- would like parking and hitching area for horse use
- interested in a multi-use bike/walking/horse trail through Tin Can Alley
- would like to see more trails accessible by horses
- some concern about selective removal of veg for arbutus grove
- would like to see viewpoints maintained
- don't feel much needs to be done to trails
- main use is biking through trails, want to see this preserved
- concerned about horses on trail and damage to trails in winter

Summary of all Public Feedback on Draft Plan

Comment in support of Draft Plan	No. Respondents
signage needed	10
like park name	3
enforcement needed	3
want hitching areas in parking	2
no promotion of tourism	2
don't create reservoirs	3
concerns about horse poop on trails	2
culverting along Central Rd good	1
support trail hierarchy	1

Suggested Revisions/ Changes to Draft Plan	No. Respondents
Tin Can Alley should be main trail	6
trail connectivity with roads and other trails	3
dam the wetland, create reservoirs	3
no culverting	3
all trails should be multi-use (horses everywhere)	3
no vehicles anywhere or emergency access	3
vehicle access to viewpoints	2
service of professional forester should be used	2
no heli-landing pad	2
horses should be banned in winter	1
horses should be banned in summer	1
need garbage can dog poop bins parking	1
don't want to pick up horse poop	1
explain "minimal intervention" better	1
management advisory committee	1
need trail connection with Coats Marsh	1
minimal signage	1
no horse structures	1

APPENDIX E: 707CP Archeological Assessment Report

Archeological Assessment conducted August 22 and 23, 2010.

Report submitted by 707 Collaborative.

The long and complex material record of the history of First Nations use and occupation of Gabriola Island and surrounding regions structures expectations about the potential of finding such evidence during the archaeological overview assessment of the 707 CP lands. In particular, inland shell midden, lithic scatters, isolated stone tool finds, burial cairns, camas, and/or shellfish processing pits, and petroglyphs have been documented on Gabriola Island and in the region in general (Bentley and Bentley 1998; Burley 1980, 1989; Cassidy et al. 1974; Doe 2007, 2009; Grier 2003; Littlefield 2000). Culturally modified trees, are known to occur on the Gulf Islands (e.g., McLay – Valdes survey). Historic sites include evidence of quarrying (see Gehlbach 2008) and logging. Considering the density of all of these these kinds of cultural remains or activities documented on Gabriola Island thus far, it is likely that material evidence of some of them may also occur in the 707CP. However, with the exception of some by-products of historic logging activities, no clear evidence of any of these cultural materials was documented during the reconnaissance. Two possible culturally modified trees (CMTs), four possible groundstone fragments (see Photo #1 and Photo #2 for examples), and one possible basalt core (Photo #3) were recorded.

The possible groundstone objects are all unshaped sandstone pieces identified as possibly cultural due to the presence of one surface that is smoother than the others and/or exhibits striations. This type of object is typically recovered in midden contexts in the area. Identified as “abraders” or “abrasive stones” such objects are assumed to be used in the manufacture of ground slate or bone tools (e.g., Burley 1989; Carlson 1970; Mitchell 1971). Since they occur as isolated finds and are unshaped, there is currently no practical way to confirm or falsify the notion that the four identified pieces are artifactual. The possible core is made from basalt or dacite and exhibits a negative bulb area (near the top of the photo) with one associated flake removal surface (no platform preparation apparent) and two other removal surfaces below it.

Identification of all of the stone objects is equivocal due to a number of factors, primarily relating to the context in which the materials occur. For assessment purposes, the 707 CP consists of two main areas: off road/trail and on the roads/trails. In the vast majority of the “off road” areas (~90%), visibility is extremely poor. Ground visibility obviously increases greatly when in the road or trail beds. However, vehicles or heavy machinery that have travelled on the roads have caused harder brittle rocks to fracture and caused abrasion striations to form on softer materials. These are the very features (striations resulting from abrasion on groundstone and conchoidal fractures) that are diagnos-



tic of cultural modification on stone in archaeological contexts. Thus, although raw materials appropriate for making ground and chipped stone tools occur within the park (basalt-dacite, andesites, and sandstones are all abundant), the identification of the recorded objects as artifacts is far from secure, primarily due to the context in which they were found.

As previously mentioned, two possible culturally modified trees (CMTs) were also noted during the survey. The identification of both of these trees as culturally modified is not certain. Traditional tool marks were not observed on either tree. The first example (WPT 21, Photo #4) is badly damaged by the modern cultural activity of logging. The scar noted may in fact be a result of being scraped by trees falling against it during logging (c.f. Stryd 2001), although evidence of healing argues against this. Nevertheless, damage has occurred and some rotting is also apparent, making firm identification problematic. The second example (WPT 133, Photos #5-6), occurs near the Jeanette Avenue entrance to the park. It exhibits some evidence of modern axing and burning and is also not a clear case of aboriginal cultural modification.

Of major historic interest is the discovery of an 1875 map of the island that indicates an historic trail cuts across the 707CP lands. The trail is labelled “Road to John Dick’s Swamp” on the historic map and is shown as “Main Trail (MT)” on the archaeological overview assessment map below. It is likely that this trail was originally built and constructed by Snuneymuxw and their ancestors, and if so, there is some likelihood that cultural deposits or isolated artifacts may be associated.

Also of historic interest is the large number of stumps recorded that exhibit evidence of springboard notches used by early commercial loggers. The notches enabled insertion of a board upon which the loggers could stand to get higher up off the ground to cut the tree. Although springboard notches were not recorded on all of the large stumps observed, most of the stumps were within the same size range (~ 4-5 metre circumference) indicating that they may have been logged around the same time. One unusual high cut stump with notching was recorded (Photos #7-9), One large fire ring was recorded (Photo # 10), though it is probably quite recent.

In summary, the archaeological field assessment of the 707CP emphasized the road and trail areas due to issues of access and ground visibility. As a result, the possible stone artifacts recorded exhibit features that are problematic for identification. The potential of the area to contain archaeological sites and other cultural materials may be high. However, the probability of identifying or recovering such materials is low given the poor visibility coupled with the destructive nature of recent intense logging activity.





Recommendations

The high density of cultural remains on Gabriola Island and the surrounding region suggests that there may be a high probability of cultural materials in the 707CP. If any new development in the park is planned, such as new trails, trail realignment, trail grading or any activity requiring ground clearing or earth moving, the services of a professional archaeologist must be secured to monitor the activity during the planning and/or construction phases.

APPENDIX F: 707CP Ecological Inventory

Submitted by 707 Collaborative

707 Community Park Native Plant Inventory

COMMON NAME	BOTANICAL NAME
western redcedar	Thuja plicata Cw
coastal Douglas-fir	Pseudotsuga menziesii var. menziesii Fdc
grand fir	Abies grandis Bg
western hemlock	Tsuga heterophylla Hw
shore pine	Pinus contorta var. contorta Plc
western yew	Taxus brevifolia Tw
red alder	Alnus rubra Dr
Pacific crab apple	Malus fusca Up
black cottonwood	Populus balsamifera ssp. trichocarpa Act
trembling aspen	Populus tremuloides At
Arbutus	Arbutus menziesii Ra
paper birch	Betula papyrifera Ep
bitter cherry	Prunus emarginata Vb
Pacific dogwood	Cornus nuttallii Gp
bigleaf maple	Acer macrophyllum Mb
vine maple	Acer circinatum Mv
Pacific willow	Salix lucida Wp
Scouler's willow	Salix scouleriana Ws
Sitka willow	Salix sitchensis Wt
Indian plum	Oemleria cerasiformis
salmonberry	Rubus spectabilis
thimbleberry	Rubus parviflorus
red elderberry	Sambucus racemosa
snowberry	Symphoricarpos albus
salal	Gaultheria shallon
dull Oregon-grape	Mahonia nervosa
baldhip rose	Rosa gymnocarpa
oceanspray	Holodiscus discolor
hardhack	Spiraea douglasii ssp. douglasii
hairy honeysuckle	Lonicera hispidula
red huckleberry	Vaccinium parvifolium
evergreen huckleberry	Vaccinium ovatum
trailing blackberry	Rubus ursinus
black raspberry	Rubus leucodermis
sticky currant	Ribes viscosissimum

COMMON NAME	BOTANICAL NAME
red-flowering currant	Ribes sanguineum
red-osier dogwood	Cornus sericea
twinflower	Linnaea borealis
black twinberry	Lonicera involucrata
sword fern	Polystichum munitum
lady fern	Athyrium felix-femina
deer fern	Blechnum spicant
licorice fern	Polypodium glycyrrhiza
bracken fern	Pteridium aquilinum
three-leaved foamflower	Tiarella trifoliata
vanilla leaf	Achlys triphylla
wall lettuce	Lactuca muralis
slough sedge	Carex obnupta
water-parsley	Oenanthe sarmentosa
Cooley's hedge-nettle	Stachys cooleye
Siberian miner's-lettuce	Claytonia siberica
bleeding heart	Dicentra formosa
small bedstraw	Galium trifidum
cleavers	Galium aparine
sweet-scented bedstraw	Galium triflorum
wild mint	Mentha arvensis
sweet cicely	Osmorhiza chilensis
skunk cabbage	Lysichitum americanum
false bugbane	Trautvetteria caroliniensis
Idaho fescue	Festuca idahoensis
red fescue	Festuca rubra
blue wildrye	Leymus glaucus
Alaska oniongrass	Melica subulata
bluejoint	Calamagrostis canadensis
Western starflower	Trientalis latifolia
tiger lily	Lilium columbianum
Gairdner's yampah	Perideridia gairdneri
spring-gold	Lomatium utriculatum
Yerba Buena	Clinopodium douglasii
pearly everlasting	Anaphalis margaritacea
stinging nettle	Urtica dioica
spreading dogbane	Apocynum androsaemifolium
cattail	Typha latifolia
common horsetail	Equisetum arvense
scouring rush	Equisetum hyemale

COMMON NAME	BOTANICAL NAME
palm tree moss	Leucolepis menziesii
coastal leafy moss	Plagomnium insigne
Oregon beaked moss	Kindbergia oregana
step moss	Hylocomium splendens
lanky moss	Rhytidiadelphus loreus
electrified cat's-tail moss	Rhytidiadelphus triquetrus
juniper haircap moss	Polytrichum juniperinum
awned haircap moss	Polytrichum piliferum
rough moss	Claopodium crispifolium
yellow moss	Homalothecium fulgescens
swamp moss	Philonotis fontana
sidewalk moss	Tortula ruralis
red roof moss	Ceratodon purpureus

707CP Non-native Agronomic Grasses Inventory

COMMON NAME	BOTANICAL NAME
colonial bentgrass	Agrostis capillaris (A. tenuis)
redtop	Agrostis gigantea (A. alba)
creeping bentgrass	Agrostis stolonifera (A. alba)
early harigrass	Aira praecox
annual vernalgrass	Anthoxanthum aristatum
sweet vernalgrass	Anthoxanthum odoratum
tall oatgrass	Arrhenatherum elatius
small quaking grass	Briza minor
smooth brome	Bromus inermis
cheatgrass	Bromus tectorum
hedgehog dogtail	Cynosurus echinatus
orchardgrass	Dactylis glomerata
quackgrass	Elymus repens (Agropyron repens)
sheep fescue	Festuca trachyphylla (F. ovina)
common velvet-grass	Holcus lanatus
perennial ryegrass	Lolium perenne
common timothy	Phleum pratense
annual bluegrass	Poa annua
Canada bluegrass	Poa compressa
Kentucky bluegrass	Poa pratensis

707CP Exotic Invasive Plant Inventory

<i>COMMON NAME</i>	<i>BOTANICAL NAME</i>
Scotch broom	<i>Cytisus scoparius</i>
Common burdock	<i>Arctium minus</i>
Canada thistle	<i>Cirsium arvense</i>
Field bindweed	<i>Convolvulus arvensis</i>
English Holly	<i>Ilex aquifolium</i>
English plantain	<i>Plantago lanceolata</i>

707CP Species at Risk (SAR) Inventory

Red-legged frog (*Rana aurora*) – Provincial Blue-list, COSEWIC Special Concern, SARA Schedule 1

Throughout its range, habitats are becoming increasingly lost and fragmented due to land conversions and other human activities. As a SARA listed species, measures to protect and recover red-legged are being developed and implemented.

Band-tailed Pigeon (*Patagioenas fasciata*) – Provincial Blue-list, COSEWIC Special Concern

The species is long-lived (up to 22 years) and has a slow reproductive rate; females typically lay only one or two eggs per year. Forestry may negatively affect habitat in the long term, creating dense second-growth forests with few berry-producing shrubs; the pigeons also are susceptible to disturbance at isolated mineral sources needed for their nutrition.

Turkey vulture (*Cathartes aura*) – Provincial Blue-list

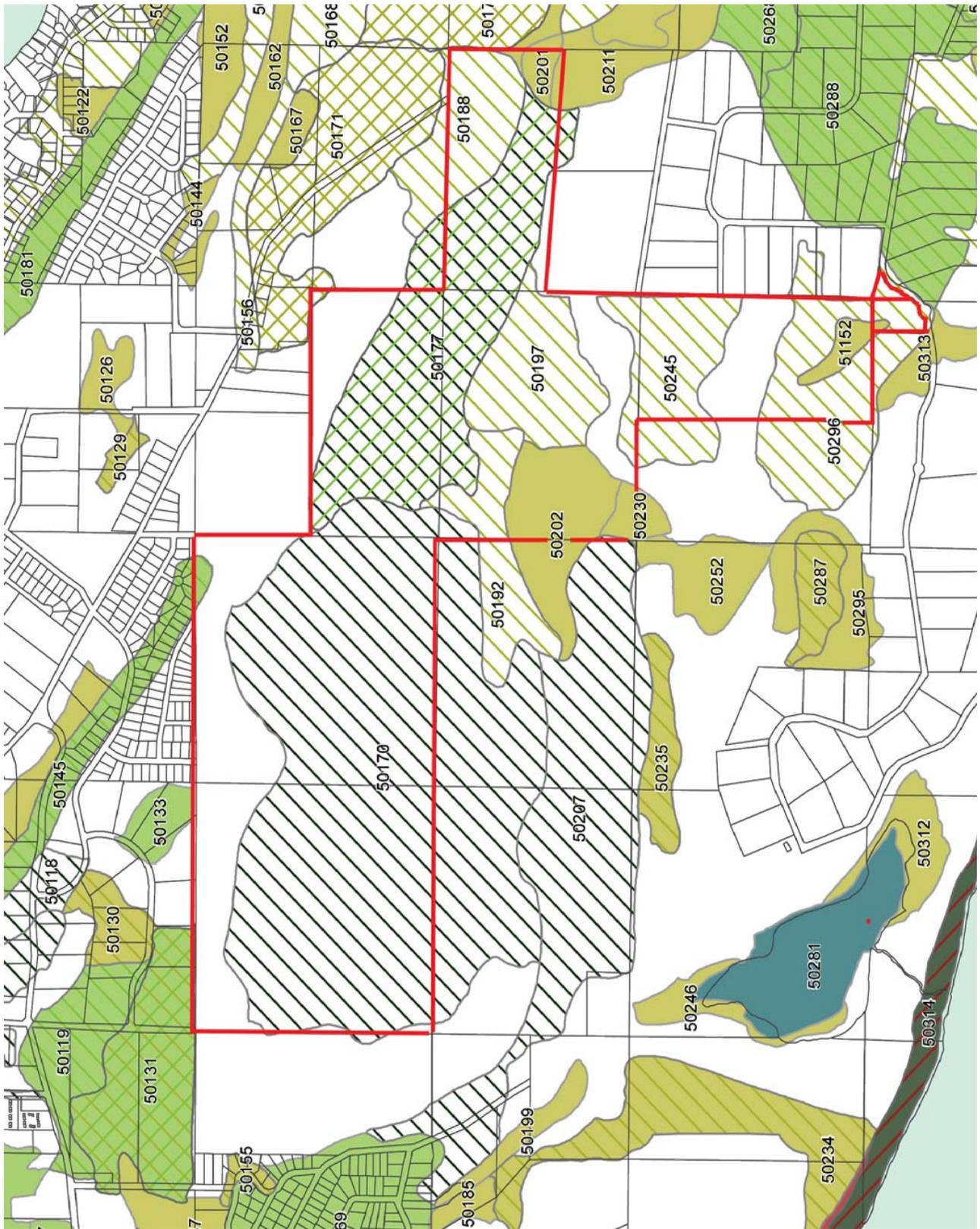
Island Marble Butterfly (*Euchloe ausonides insulanus*) is currently listed as extirpated in Canada, but is last known from Gabriola Island. This butterfly was thought to have gone extinct in 1908, but was rediscovered 90 years later on San Juan Island in Washington State in 1998. There, the Island Marble lays eggs on non-native, sometimes invasive host food plants species such as field mustard, tall tumble mustard and tall peppergrass that grow in disturbed grassy areas. Larva are known to migrate from the host plants to non-native grasses such as common velvet grass, where they pupate and hibernate until the following spring. Because so little is known about the historic Island Marble population on Gabriola, and because the butterfly species has the proven ability to persist and “re-appear” after many decades, its potential to reappear somewhere in the 707CP should not be discounted. Monitoring for the presence of these annual weedy plant species and the butterfly should happen in April and May, and management should favour the potential needs of the butterfly rather than removal of a weedy plant species because of its invasiveness.

707CP Bird Inventory

Band-tailed pigeon
Steller's Jay
Common Raven
Northwestern Crow
Black-capped Chickadee
Chestnut-backed Chickadee
American Goldfinch
Pine Siskin
House Finch
Fox Sparrow
Song Sparrow
Violet-green Swallow
Northern Roughwinged Swallow
Rufous Hummingbird
Dark-eyed Junco
Rufous-sided Towhee
Red-winged Blackbird
Winter Wren
Bushtit
Yellow Warbler
Townsend's Warbler
Red-breasted Sapsucker
Pileated Woodpecker
Hairy Woodpecker
Northern Flicker
Golden-crowned Kinglet
American Robin
Varied Thrush
Bald Eagle
Barred Owl
Red-tailed Hawk
Turkey Vulture

Sensitive Ecosystems in the 707CP

Polygon # (Figure 6)	Sensitive Ecosystem Description
50145	60% Mature Douglas-fir - Salal Forest (mixed); 30% Mature Douglas-fir - Salal Forest (coniferous) includes "The Maples." This site slopes to the north on richer mesic soils and is dominated by large bigleaf maple, Douglas-fir, and sword fern.
50170	60% Not Sensitive Douglas-fir-Salal Forest (shrub/herb stage); 30% Douglas-fir - Shore Pine - Arbutus Woodland (shrub/herb stage) - currently open meadows at high elevations on shallow soils veneered onto sandstone bedrock, historic air photos indicate the thin dry soils may hold this plant community in check at the shrub/herb stage.
50177	70% Not Sensitive Douglas-fir Salal Forest (pole sapling stage); 20% Douglas-fir - Shore Pine - Arbutus Woodland (shrub/herb stage)- - currently open meadows at high elevations on shallow soils veneered onto sandstone bedrock, historic air photos indicate the thin dry soils may hold this plant community in check at the shrub/herb stage; 10% Mature Douglas-fir Salal Forest
50188	90% Not Sensitive Douglas-fir-Salal Forest (shrub/herb stage); 10% Western redcedar - Vanilla leaf Swamp Wetland (shrub/herb stage)
50192	90% Not Sensitive Douglas-fir-Salal Forest (shrub/herb stage); 10% Western redcedar - Vanilla leaf Swamp Wetland (pole sapling stage)
50197	60% Not Sensitive Douglas-fir Salal Forest (pole sapling stage); 40% Western redcedar - Vanilla leaf Swamp Wetland (pole sapling stage), this is known as "Groundwater Lake" which is dominated by bluejoint grass (<i>Calamagrostis canadensis</i>), slough sedge, wild mint (<i>Mentha arvensis</i>), hardhack, and red alder. The swamp edges are dominated by younger Western redcedar, Pacific crab apple, and Grand fir.
50201	100% Western redcedar - Vanilla leaf Swamp Wetland (shrub/herb stage) associated with the historical Rock Creek that flowed through this area. Natural drainage patterns for the wetlands were altered when they were bisected by the construction of North Road, resulting in more surface water on the western side. With a layer of greater than 20 cm of organic soil, this was the only site visited within the study area that had water remaining at the surface in July and August. The swamp is dominated by Western redcedar, red alder, Pacific crab apple (<i>Malus fusca</i>), slough sedge (<i>Carex obnupta</i>), bluejoint grass, and skunk cabbage (<i>Lysichiton americanus</i>).
50202	90% Western redcedar - Vanilla leaf Swamp Wetland (pole sapling stage).
50245	50% Not Sensitive Douglas-fir Salal Forest (pole sapling stage); 50% Western redcedar - Vanilla leaf Swamp Wetland (pole sapling stage)
50296	90% Not Sensitive Douglas-fir-Salal Forest (shrub/herb stage); 10% Western redcedar - Vanilla leaf Swamp Wetland (pole sapling stage)
51152	100% Western redcedar - Vanilla leaf Swamp Wetland (pole sapling stage)



APPENDIX G: Draft Conservation Covenant

Page 1 of 22

Yellow HIGHLIGHTS INDICATED SECTIONS TO EDIT OR INSERT –

Blue HIGHLIGHTS INDICATE SECTIONS INSERTED

LAND TITLE ACT

FORM C

(Section 219.81)

Province of
British Columbia

GENERAL INSTRUMENT - PART I (This area for Land Title Office Use)

Page 1 of 3

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

Regional District of Nanaimo
6300 Hammond Bay Road
Nanaimo, BC
V9T 6N2

2. Parcel Identifier(s) and Legal Description(s) of Land

006649408 E1/2 OF NE1/4, SECTION 10, GABRIOLA ISLAND, NANAIMO DISTRICT
006649599 SE1/4, SECTION 14, GABRIOLA ISLAND, NANAIMO DISTRICT
006649815 S1/2 OF NE1/4, SECTION 14, GABRIOLA ISLAND, NANAIMO DISTRICT
006655335 NW1/4, SECTION 14, GABRIOLA ISLAND, NANAIMO DISTRICT
006654843 NE1/4, SECTION 13, GABRIOLA ISLAND, NANAIMO DISTRICT
006656498 N 1/2 OF SW1/4, SECTION 15, GABRIOLA ISLAND, NANAIMO DISTRICT

389631 N PART OF SE 1/4, SECTION 10, GABRIOLA ISLAND, NANAIMO DISTRICT VIP75929
388981 SW1/4, SECTION 9, GABRIOLA ISLAND, NANAIMO DISTRICT, VIP 69975

3. Nature of Interest:*

DESCRIPTION	DOCUMENT REFERENCE	PERSON ENTITLED TO INTEREST
Section 219 Covenant	Entire Instrument	Transferees
Rent Charge	Pages 13-15 Paragraph 11	Transferees
Section 218 Statutory Right of Way	Page 12-13 Paragraph 9	Transferees
Priority Agreement granting Covenant _____, Rent Charge _____ and Statutory Right of Way _____ priority over Mortgage _____	Page 21	Transferees

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
(c) Release There is no Part 2 of this instrument

A selection of (a) includes any additional or modified terms referred to in item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharged as a charge on the Land described in Item 2.

5. Transferor(s):

Regional District of Nanaimo
6300 Hammond Bay Road
Nanaimo, BC
V9T 6N2

6. Transferee(s): (Including occupation(s), postal address(es) and postal code(s))*

Trust Fund Board, 200-1627 Fort Street, Victoria, BC V8R 1H8

TLC The Land Conservancy of British Columbia (Incorporation .No. S-36826), 301-1195 Esquimalt Road, Victoria, BC V9A 3N6

7. Additional or Modified Terms:*

N/A

LAND TITLE ACT
FORM C

(Section 219.81)
Province of
British Columbia

GENERAL INSTRUMENT - PART I

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
Y M D

Party(ies) Signature(s)

TRANSFEROR

print name and address below

10

Regional District of Nanaimo

NAME OF LANDOWNER

TRUST FUND BOARD

by its authorized signatory

print name and address below

10

print name:

**TLC The Land Conservancy of
British Columbia** by its authorized
signatories

(as to both signatures)
print name and address below

10

print name:

print 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. 1979, c. 116 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.

* If space is insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

** If space is insufficient, continue executions on additional pages in Form D

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

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:

EXECUTION DATE
Y M D

Party(ies) Signature(s)

NAME OF BANK

by its authorized signatory(ies):

print name:

09

(as to both signatures)
print name and address below

print 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. 1979, c. 116 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.

* If space is insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

** If space is insufficient, continue executions on additional pages in Form D.

TERMS OF INSTRUMENT – PART 2

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

This Agreement dated for reference _____ is

AMONG:

**Regional District of Nanaimo
6300 Hammond Bay Road
Nanaimo, BC
V9T 6N2**

(the "Owner")

AND:

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

(the "Board")

AND:

TLC The Land Conservancy of British Columbia, a society registered in British Columbia (Inc No. S-36826) with a mailing address at 301-1195 Esquimalt Road, Victoria, BC V9A 3N6

(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 recreational, cultural, and natural area values and amenities including flora, fauna and natural features of great importance to the Owner, the Covenant Holders and the public;
- C. The Owner wishes and has agreed to grant to the Covenant Holders a covenant pursuant to section 219 of the *Land Title Act*, to restrict the use 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 by the **British Columbia Minister of Agriculture and Lands** as a person authorized to accept covenants under Section 219 of the *Land Title Act* and as a person authorized to accept statutory rights of way under Section 218 of the *Land Title Act*; and

- F. The Board is a Crown agent and is authorized to accept covenants and statutory rights of way under Sections 219 and 218 of the *Land Title Act*, respectively.

In consideration of the payment of \$2.00 now paid by 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 \$150.00 adjusted in each year as provided in section 12.2, charged by the Covenant Holders to cover the administration costs of providing approvals, inspections or other actions at the request of the Owner;
 - (b) "Amenities" includes those recreational, natural, scientific, environmental, wildlife, plant 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) "Business Day" means any day other than Saturday, Sunday or British Columbia statutory holidays;
 - (d) "Certificate" means a certificate issued by the Covenant Holders under subsection 8.3(a) or section 14.1;
 - (e) "Covenant Area" means all of the Land except that portion shown outlined in heavy black line and identified as "Area Required" on the Plan;
 - (f) "Covenant Holders" means, unless the context otherwise requires, the Board and the Co-covenant Holder, collectively and "Covenant Holder" means either of them, as the context may require;
 - (g) "CPI" means the All-Items Consumer Price Index published by Statistics Canada, or its successor in function, for Vancouver, BC, where 2010 equals 100;
 - (h) "Land" means the parcels of Land legally described as Parcel Identifier

006649408	E1/2 OF NE1/4, SECTION 10, GABRIOLA ISLAND, NANAIMO DISTRICT
006649599	SE1/4, SECTION 14, GABRIOLA ISLAND, NANAIMO DISTRICT
006649815	S1/2 OF NE1/4, SECTION 14, GABRIOLA ISLAND, NANAIMO DISTRICT
006655335	NW1/4, SECTION 14, GABRIOLA ISLAND, NANAIMO DISTRICT
006654843	NE1/4, SECTION 13, GABRIOLA ISLAND, NANAIMO DISTRICT
006656498	N 1/2 OF SW1/4, SECTION 15, GABRIOLA ISLAND, NANAIMO DISTRICT

389631	N PART OF SE 1/4, SECTION 10, GABRIOLA ISLAND, NANAIMO DISTRICT VIP75929
388981	SW1/4, SECTION 9, GABRIOLA ISLAND, NANAIMO DISTRICT, VIP 69975

- (i) "Natural State" means the state of the Covenant Area as described in the Report;
 - (j) "Notice of Enforcement of Rent Charge" means a Notice of Enforcement of Rent Charge given under section 11.6;
 - (k) "Notice of Breach" means a notice of breach given under section 10.1;
 - (l) "Plan" means the Reference Plan over part of the Land certified correct by INSERT NAME OF SURVEYOR, B.C.L.S., dated INSERT DATE OF SURVEY, and deposited in the Land Title Office under number VIP _____, a reduced copy of which is attached as Schedule A;
 - (m) "Rent Charge" means the rent charge granted by the Owner under section 11.1;
 - (n) "Rent Charge Amount" means the amount set out in Article 11, the payment of which is secured by the Rent Charge; and
 - (o) "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 as of the date of registration of this Agreement, a copy of which is on file with each of the parties at the addresses set out in Article 13, 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.
- (j) Reference to "Community" or "the Community" is a reference to the residents and ratepayers of Gabriola Island.

2. REPRESENTATIONS AND WARRANTIES

- 2.1 The Owner represents and warrants to the Covenant Holders that the facts set out in Recitals A and C are true as of the date of this Agreement.
- 2.2 The Co-covenant Holder represents and warrants to the Board 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 Board 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; 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;
 - (c) to prevent any future subdivision or severances of the Land;

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, 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, **save for public safety, trail and road maintenance as described in the Report;**
 - (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, **save for public safety, trail and road maintenance as described in the Report;**
 - (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, **save for public safety, trail and road maintenance as described in the Report;**
 - (b) use or permit the use of the Covenant Area for hunting, fishing, gathering or grazing of domestic animals;
 - (c) construct, build, affix or place on the Covenant Area any buildings, structures, fixtures or improvements of any kind;
 - (d) lay out or construct any new roads or paths on the Covenant Area; and
 - (e) lease or license the Covenant Area or any part thereof unless the lease or license is expressly made subject to the provisions of this Agreement and expressly entitles the Owner to terminate the lease or license if the tenant or licensee breaches any of the provisions of this Agreement.

5. BASELINE DOCUMENTATION REPORT

- 5.1 The parties each agree that the Covenant Area and the Amenities are described in the Report and that the Report provides an accurate description of the Covenant Area and its Amenities as of the date of 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 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 mediation under this section, not including costs incurred by a party for legal counsel, will be shared equally among 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 4¹, expressly reserved to the Owner:
- (a) to maintain, restore or replace improvements such as ditches, berms, signs, fences and gates existing on the Covenant Area as of the date of registration of this Agreement (the location of which are indicated in the Report);
 - (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 and the size is the same or smaller;
 - (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; and
 - (d) to remove up to four cords of firewood per year from naturally fallen trees and branches on the Covenant Area for use as firewood to be distributed to the Community for non-commercial purposes.
- 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 affect 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,

¹ Owners reserved rights would generally be subject to Article 4, so that the reserved rights do not override the specific restrictions in section 4.

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 Owner has received a Certificate issued by the Covenant Holder 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 and the Amenities resulting from natural causes, or causes beyond the Owner's reasonable control, including accidental fire, flood, storm, vandalism, trespass and earth movement, but excluding injury or alteration resulting from actions of the Owner or any other person with the actual or constructive knowledge of the Owner;
 - (c) any prudent action taken by the Owner under emergency conditions to prevent, abate, or mitigate significant injury to the Covenant Area (including improvements) or the Amenities, resulting from natural causes, including accidental fire, flood, storm and earth movement; or
 - (d) 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), the Owner is not responsible for injury or alteration to the Covenant Area or the Amenities due to trespass or vandalism, the Owner will take all reasonable steps to identify and seek a prosecution of the person responsible and to seek financial restitution for the injury or alteration. On request by the Owner, a Covenant Holder may, in its sole discretion and on such terms and conditions it considers appropriate, provide financial assistance to the Owner where the costs associated with seeking such financial restitution are excessive.
- 8.6 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 unpaid amounts.

- 8.7 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.
- 8.8 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.
- 8.9 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.

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 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;
 - (b) as part of inspection of the Covenant Area under subsection (a), take soil, water or other samples, photographs, and video and sound recordings as may be necessary to monitor compliance with and enforce the terms of this Agreement;
 - (c) enter upon and protect, preserve, conserve, maintain, enhance, rehabilitate or restore, in the Covenant Holder's sole discretion and at the Covenant Holder's expense, the 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 (d) destroys, impairs, diminishes, or negatively affects or alters the Covenant Area or the Amenities from the condition described in the Report;
 - (d) 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;
 - (e) carry out or evaluate any program agreed upon by the parties for the protection, preservation, conservation, maintenance, restoration or enhancement of all or any portion of the Covenant Area or the Amenities;

- (f) 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
 - (g) erect a plaque or other sign on the Land, in a tasteful manner and at the expense of the Covenant Holder, indicating that the Covenant Holder (or the Covenant Holders) holds a covenant on the 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 \$5,000 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 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. 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 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 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.

11.11 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.

11.12 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.

11.13 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 an Administration Fee to the Owner in each and any case where the Covenant Holders are requested to provide any review, approval or assessment of any action of the Owner. 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 adding the amount so determined to 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. Each Covenant Holder may charge the Administration Fee plus expenses for this visit and 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 Any notice or other communication (collectively a "notice") required or permitted under this Agreement must be in writing and must be:
 - (a) delivered in person;
 - (b) sent by facsimile to the parties at their respective facsimile numbers set out in section 15.3, followed by a copy sent by ordinary mail; or
 - (c) sent by pre-paid registered mail addressed to the parties at their respective addresses set out in section 15.3.
- 15.2 Unless otherwise provided, a notice
 - (a) delivered in person is deemed received on delivery;
 - (b) sent by facsimile is deemed received on the day indicated on the confirmation of transmission; 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.
- 15.3 The addresses of the parties for notices under this Article are as follows:
 - (a) The Owner:
Regional District of Nanaimo
6300 Hammond Bay Road
Nanaimo, BC
V9T 6N2
 - (b) The Board:
Trust Fund Board
200-1627 Fort Street
Victoria, BC V8R 1H8
Fax: 250-405-5155
 - (c) Co-covenant Holder:
TLC The Land Conservancy of British Columbia

(Incorporation .No. S-36826),
301-1195 Esquimalt Road
Victoria, BC V9A 3N6
Fax: 250-744-2251

15.4 Each party agrees to give written notice immediately to the other parties of any change in its address or facsimile number from those set out in section 15.3.

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.

DRAFT

SCHEDULE A

REFERENCE PLAN

Attached to and forming Part of the Conservation Agreement between the Owner and the Covenant Holders dated for reference [REDACTED], 2010.

INSERT REDUCED COPY OF PLAN

DRAFT

SCHEDULE B

SUMMARY OF SITE CONDITIONS REPORT

Attached to and forming part of the Covenant Agreement between the Owner and the Covenant Holders dated for reference [REDACTED], 2010.

INSERT REDUCED COPY OF BASELINE REPORT(Management Plan)

DRAFT

CONSENT AND PRIORITY AGREEMENT

RE-WRITE AGREEMENT– There are no mortgages

WHEREAS the INSERT NAME OF BANK ("Chargeholder") is the holder of a mortgage registered against title to the Land, which Land is described in the Section 219 Covenant (including Rent Charge) and Section 218 Statutory Right of Way, to which this Agreement is attached ("Covenant and Right of Way"), which mortgage is registered in the Victoria Land Title Office under instrument no. XXXXXXXX ("Prior Charge").

This Consent and Priority Agreement is evidence that in consideration of payment of Two Dollars (\$2.00) by each of the Transferees described in Item 6 of Part 1 of the *Land Title Act* Form C to which this Agreement is attached ("Transferees"), the receipt of which is acknowledged by the Chargeholder, the Chargeholder grants to the Transferees priority for the Section 219 Covenant and the Statutory Right of Way created by the Covenant and Right of Way, but does not grant priority over the Rent 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 Covenant and Right of Way as if the Covenant and Right of Way 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 Agreement by executing Part 1 of the *Land Title Act* Form C to which this Agreement is attached and which forms part of this Agreement.

END OF DOCUMENT