



# MOUNT GALIANO MANAGEMENT PLAN

April 06, 2023 DRAFT

“A favorite and beloved place to hike, enjoy the vast panoramic views, study the biological diversity of plants, animals, and birds, meditate, and generally appreciate the natural wonders of Galiano Island”

Prepared by [Galiano Club Lands Committee](#)

Facilitated by Keith Erickson, R.P.Bio.

# 1. Acknowledgement

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We acknowledge that Mount Galiano lies within the asserted, unceded and shared territories of the Coast Salish Peoples of Galiano, Penelakut, Lamalcha and Hwlitsum First Nations, as well as other Hul'q'umi'num, and SENĆOŦEN speaking peoples and any others with rights and responsibilities in and around what is now known as Galiano Island. It is also within the ceded territory of the Tsawwassen First Nation.

We acknowledge the original families of what is now known as Galiano Island, the "Coast Salish People of Galiano", who were here before BC joined Canada and Canada was a country and have been living, trading, hunting, fishing, and occupying these lands and waters before the settlers arrived.

The Galiano Club is grateful to be a part of, learn from, and care for this community and these shared territories.

The Galiano Club also wishes to acknowledge and thank the following community members who participated in the development of this Management Plan.

Diana Burgoyne

Allison Whitlock

Robert Matson

Deidre Jewell

Catriona Sandilands

Marianne Bos

Judy Hayes

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## 3. Introduction and Context

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### 3.1 Description

The Mount Galiano Nature Conservancy Area consists of approximately 81 hectares (200 acres) of forest, steep cliffs, and rocky peaks. Containing the highest point on Galiano Island, these peaks give outstanding views of Active Pass and Mayne Island and distant views of numerous and varied islands, including Vancouver Island. The views can also include its close neighbour, Mount Sutil, Mount Park on Mayne Island, and the distant snow-capped peaks of the mainland, Vancouver Island, the Olympic peninsula and even Mount Baker. Encompassing various landscapes from thick Douglas-fir forests to open Garry oak meadows, the Mount Galiano Nature Conservancy Area is a prime example of the natural beauty and rich diversity of flora and fauna for which Galiano Island is known.

### 3.2 Indigenous Values

*For millennia, before Spanish and British explorers first saw the Gulf Islands in the 1790s or the first settlers arrived on Galiano in the 1850s, indigenous people have occupied the islands and harvested the resources of the land and sea. The archaeological research conducted on the Active Pass shoreline at Georgeson Bay on Galiano<sup>1</sup>, and Helen Point on Mayne Island<sup>2</sup>, shows that indigenous peoples have traveled through Active Pass on their seasonal rounds and lived along the shoreline of the Pass for at least 5000 years. (excerpt from the Bluffs Management Plan - October 2020)*

Mount Galiano was surely a place of significance throughout history, given its proximity to enduring village and habitation sites, its rich forests, and open woodlands from which to harvest resources, and its exceptional vantage of the surrounding waters and islands. The Galiano Club is committed to understanding Mt. Galiano's value to the people who inhabited this place for millennia prior to European colonization, and whose descendants continue to inhabit and steward this place today.

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<sup>1</sup> Test Excavation at Georgeson Bay, British Columbia, by James C. Haggarty and John H.W. Sendey. 1976. British Columbia Provincial Museum, No. 19 Occasional Papers Series.

<sup>2</sup> Excavations at Helen Point on Mayne Island, by Roy L. Carlson. 1970. BC Studies 6/7.

The Galiano Club is also committed to the relationship building necessary for meaningful engagement and honest reconciliation. This effort is not limited to Mount Galiano but is applicable to all the lands which the Galiano Club manages in trust for the Galiano Community.

### 3.3 Recent Values

The Mount Galiano area has been a favorite and beloved place to hike, enjoy the vast panoramic views, study the biological diversity of plants, animals, and birds, meditate, and generally appreciate the natural wonders of Galiano Island. When MacMillan Bloedel put their lands up for sale in February 1991, many expressed concern that the Mount Galiano area should belong to the people of Galiano to be preserved in trust forever. A group of concerned citizens obtained an option on the property, the Galiano Club spearheaded a massive, whirlwind community-wide fundraising drive and through a lowering of the purchase price by MacMillan Bloedel, the option deadline was met and Mount Galiano was bought. This lovely and cherished area was then placed in a trust under the Galiano Club for its preservation and enjoyment by all future generations.

### 3.4 Post Colonial Use and Ownership Chronology

1870's	High grade logging with hand saws
1889	Land was crown granted to Samuel M. Robins along with District Lots 8, 10, and 22 at the price of \$1 per acre on the 25 <sup>th</sup> of June 1889.
1940's	Roughly half of the Land was clearcut logged.
1960's - 70's	Additional logging entries – small patches.
1991	Land transferred to Galiano Club, in trust, for the Galiano Community following sale by MacMillan Bloedel.
1992	Management Plan adopted by Galiano Club membership at 68 <sup>th</sup> AGM
1994	Wildfire on the 'bluff face' of Mt Galiano. Successfully extinguished by the South Galiano Volunteer Fire Department.
1996	Signage installed for the Mount Galiano trail.
1997	100 Garry Oaks planted
1999	Southeast corner pin not found or established (from other surveys in the area)

### 3.5 Plan Purpose

The purpose of the plan is to provide a framework for the management of this property. The plan contains documents relating to the property, inventories of the natural and cultural values (to be updated and expanded continuously), a statement of objectives, policy statements to guide the fulfilling of the objectives, and further statements on risk management, management responsibilities, management plan implementation and continuing monitoring of the property.

The Plan will provide, in one place, all available information on the Mount Galiano property (the Land), plus objectives and policies to aid the Directors and their management committee in well informed and responsible management of their trust obligations.

The Mount Galiano Management Plan will provide guidance to the Galiano Club on:

- Protecting the Coastal Douglas Fir forest and the rare and endangered species within it;
- Managing and mitigating the risks of wildfire;
- Managing and guiding appropriate recreational and public use of the Land;
- Encouraging appropriate educational and research activities to help manage the Land;
- Cooperating with other agencies and organisations managing protected lands with boundaries contiguous to Mount Galiano.

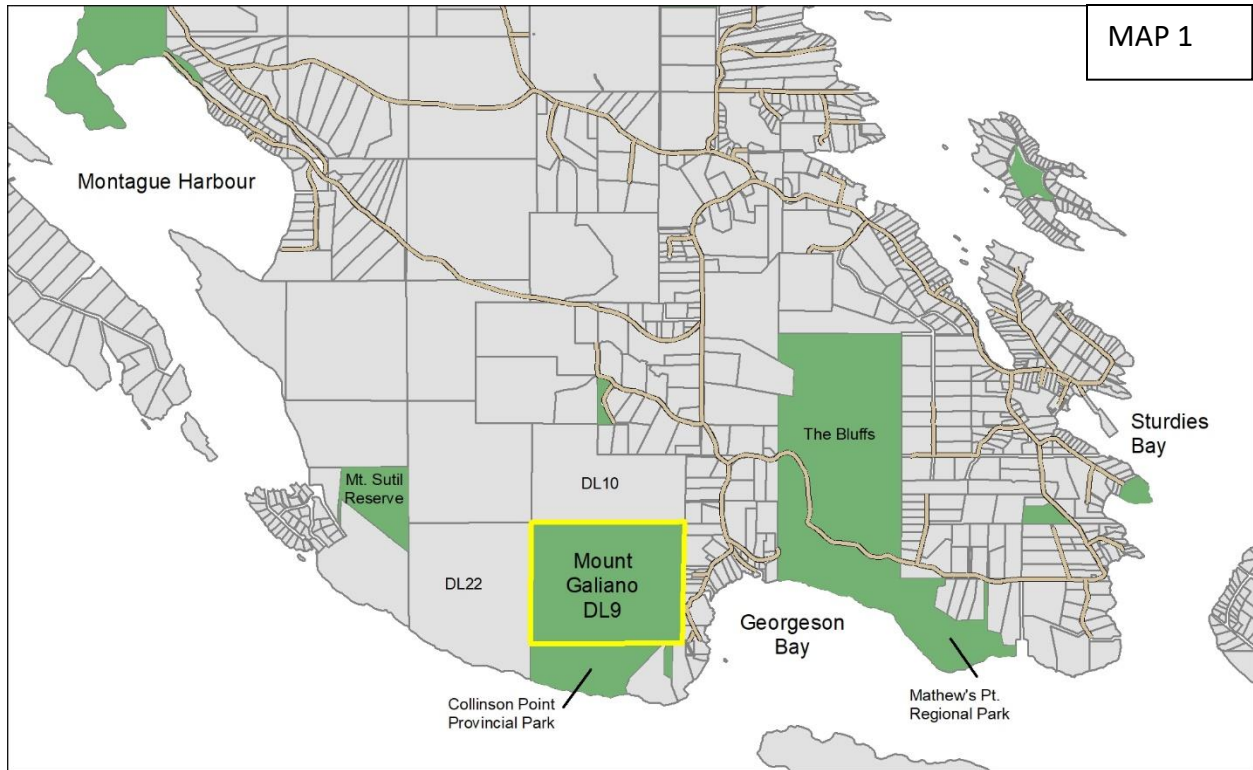
### 3.6 Planning Process

The Galiano Club formed a committee of directors and members to draft a management plan for the Mount Galiano property, to be presented to the Directors and members of the Club for approval at their Annual General Meeting. The process also included direct consultation with owners from neighbouring properties, and outreach to the general public with an invitation to comment.

### 3.7 Location

District Lot 9, the Mount Galiano Property, is located on the southwestern portion of Galiano Island. It is accessed from Active Pass Road, approximately 5km from the Sturdies Bay Ferry Terminal.





### 3.8 Legal Description and Size

Parcel Identifier 004-976-240

District Lot 9

Galiano Island

Cowichan District

Size: 81 hectares (Approximately)

### 3.9 Declaration of Trust

A Declaration of Trust (See Appendix 1 for document) was registered by the Galiano Club concurrently to the transfer of title of the Land on May 2<sup>nd</sup> 1991. The declaration ensures that:

1. The lands are managed as a “nature conservancy area<sup>3</sup>” in a manner that does not disturb the soil, vegetation or animals and their habitat, except in accordance with an approved management plan.
2. A sum of at least \$5,000 is set aside and held so the interest may be used to cover various administrative costs associated with the lands.
3. To provide the necessary funds to preserve and protect the natural habitats from fire and other perils.

### 3.10 Liens, Charges, and Interests

See APPENDIX 2 for copy of the title search and the associated documents.

- Undersurface Rights  
D23415 (1975)  
Crown  
The undersurface rights are held by the Crown.
- Easement  
R98765 (1986)  
Appurtenant to DL 8, except part in Plan 15952  
Allows owners and assigns of DL8 to access and egress across DL9, but limits this to a small area (90m x 35m) in the southeast corner of the land.
- Statutory Right of Way  
EC65845 (1989)  
BC Hydro  
Allows for construction and maintenance of hydro lines over a small area (90m x 35m) in the southeast corner of the Land.
- Easement  
EE21524 (1991)  
DL 22  
Blanket MacMillan Bloedel easement that establishes access across DL9 in favour of DL22.

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<sup>3</sup> "(N)ature conservancy area" means a roadless area, in a park or recreation area, retained in a natural condition for the preservation of its ecological environment and scenic features, and designated as a nature conservancy area under this Act". British Columbia, Park Act, Chapter 309, 1979

- Rent Charge  
EE21566 (1991)  
Column I, DD EE21523  
Associated with MB easement.
  
- Rent Charge  
EE21609 (1991)  
Column II, DD EE21523  
Associated with MB easement.

### 3.11 Islands Trust Land Use Designation and Zoning

Mount Galiano is designated as ‘Nature Protection’ in the Galiano Island Official Community Plan, Bylaw 108, Consolidated July 2021 (OCP). The following are excerpts from the OCP:

#### Nature Protection Objective

The objective of this subsection is:

- 1) to preserve natural values,
- 2) to create connections establishing a network of protected areas,
- 3) to protect and enhance the island’s capacity for carbon storage,

#### Nature Protection Policies

- a) A separate zone for conservation shall be applied to new and existing Nature Protection areas.
- b) Lands covenanted against further development or subdivision shall be identified through appropriate zoning designation.
- c) Zoning for Nature Protection areas may permit trails, ecological restoration, and low impact recreation.
- d) Where Nature Protection areas meet the high tide line, the water and foreshore shall be zoned for protection.

Mount Galiano is zoned for 'Nature Protection' under the Galiano Island Land Use Bylaw 127, Consolidated July 2021 (LUB). The following are excerpts from the LUB:

### Permitted Uses

In the Nature Protection zone the following uses are permitted, subject to the regulations set out in this section and the general regulations set out in Parts 2 and 3, and all other uses are prohibited.

11.1.1.1 ecological reserves and nature conservancies

11.1.1.2 research and educational activities

11.1.1.3 groundwater retention and recharge

11.1.1.4 ecological restoration

11.1.1.5 passive recreation

### Buildings and Structures

11.1.2 No buildings or structures of any kind, other than signs, are permitted.

## 3.12 Collinson Point Provincial Park

Collinson Point Provincial Park is located along the southern boundary of the Land and extends to Active Pass. There is no formal management plan for the park, no facilities, no signage, nor formalized recreational use. An old logging road continues to be used as a public trail and is regularly but minimally maintained by BC Parks contractors. The commonly used public recreational access for Collinson Point Provincial Park is a foot trail that originates in the Mt. Galiano parking lot. The trail is managed and maintained by the Galiano Trails Society.

BC Parks has indicated that this park will likely remain 'undeveloped' and that there is extremely limited capacity for formal collaboration on access and infrastructure management with the Galiano Club.

## 4. Ecological Values

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### 4.1 Climate

The following is an excerpt from the Bluffs Management Plan (October 2020) and is pertinent to the Mt. Galiano Lands:

Galiano Island lies in the Georgia Depression, in the rain shadow of the mountains of Vancouver Island and the Olympic Peninsula. The regional climate may be described as Mediterranean, characterised by warm dry summers and mild wet winters. The average annual rainfall recorded at the North Galiano Atmospheric Environment Service Station is 954 mm (from 1975 to 2018), with an average of 24 mm falling in July and 153 mm in November. July and August are the warmest months, with mean maximum temperatures of approximately 22 degrees Celsius for the same time period. The coldest mean minimum temperatures of -6 degrees Celsius occur in the months of December and January.<sup>4</sup>

The combined effects of low precipitation and warm temperatures often result in an annual moisture deficit on the island, reaching extreme drought conditions in summer months, especially in southern to southwestern aspects.<sup>5</sup> These conditions cause severe vegetation stress and forest fire hazard, which are expected to worsen under future climate change scenarios.

Climate modelling currently projects an average annual warming of 3° in the Capital Regional District by the 2050s. As the climate warms, increasingly dry summers and wet winters are expected. Among the risks posed by these climatic extremes are prolonged seasonal drought, forest fire and flash floods, all of which may have serious ecological and economic consequences.

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<sup>4</sup> Data retrieved from Environment Canada, September 2018.

<sup>5</sup> Harrison, D. 1994. Galiano Groundwater Study, 1994 – A Review of Well Development and Groundwater Conditions on Galiano Island.

## 4.2 Landscape Level Ecological Context

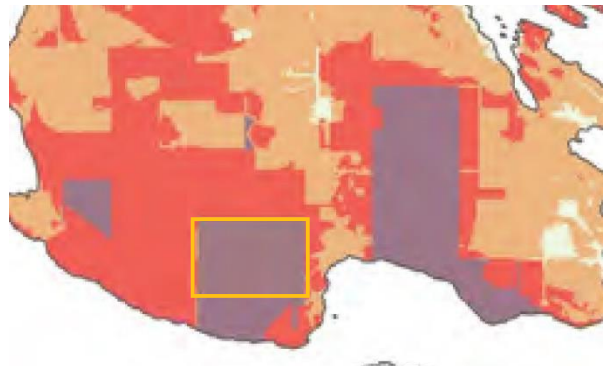
The forests of Mt. Galiano contribute to a significant swath of contiguous forest ecosystems fronting on Active Pass from Mathews Point to Montague Harbour. They are broken only by a thin strip of residential land along Georgeson Bay Road and Active Pass Drive. The bulk of the



Mt. Galiano property has been identified as having high value for forest contiguity by 'Islands Trust Contiguous Forest Mapping' (2020). Areas on Map 2 shown in darker green are categorized as "Established Forest - Class 3" or young to old forests that are relatively undisturbed or have minor disturbance. The remainder is categorized as "Established Forest – Class 2" which has a higher degree of disturbance, where road coverage and density of structures is moderate.

*Map 2: Crop from ITC Contiguous Forest MapBook\_V3\_LowRes.*

Mt. Galiano is an important piece of Galiano's network of protected areas. Map 3 is an excerpt from the Islands Trust Conservancy's Regional Conservation Plan and shows Mt. Galiano in context of surrounding protected areas including Collinson Point Provincial Park to the south, The Bluffs to the east, and Mt. Sutil Reserve to the west. The areas adjacent to Mt. Galiano have all been rated of high conservation value (red) due to the contiguous forest ecosystems (as shown above), the occurrence of sensitive and rare wetland and bluff ecosystems, and their proximity to existing protected areas.



*Map 3: Crop from ITC Regional Conservation Plan 2019 – 2027 – P72. Yellow outline is drawn on and approximates the study area.*

## 4.3 Hydrology

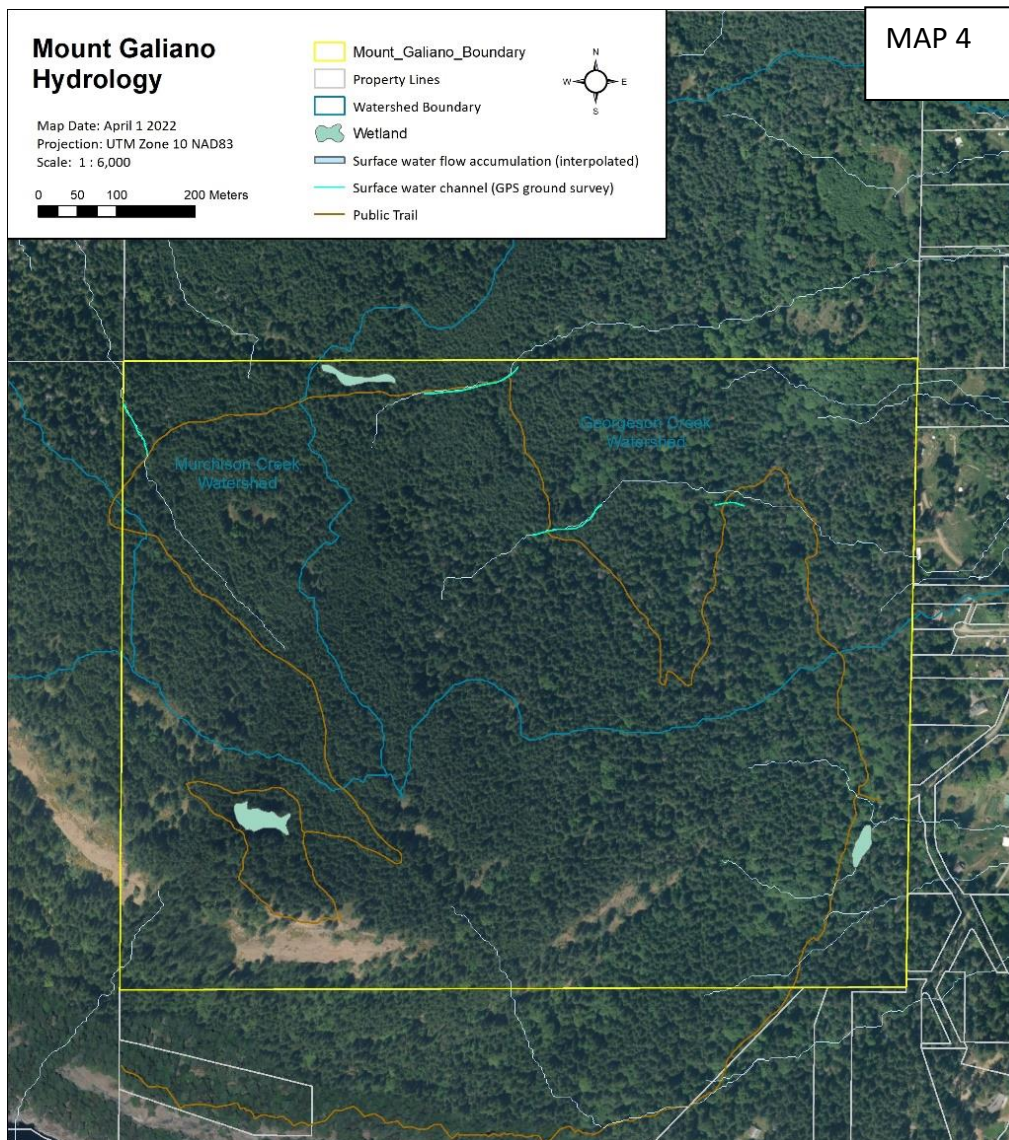
Generally, the northeastern quarter of the land is within the Georgeson Creek watershed, and the northwestern quarter is within the Murchison Creek watershed. The southern half of the Land drains into Active Pass, with no significant associated surface water accumulation or identified major creek systems.



There are several small, ephemeral surface water channels located throughout the property, with water flowing in association with storm events when precipitation rates significantly exceed the rate at which the water can be absorbed into the soil.

Generally, precipitation is absorbed into the soils and underlying bedrock, with subsurface flow moving downslope and accumulating where the terrain flattens out or in lower and toe slope positions. Three small wetlands were identified, one in a flat bench just before you approach the lookout, one on a mid-slope bench to the west of the trail, and the last at the toe of the slope adjacent to the parking area. Only the wetland at the toe of the slope appears to have an outlet channel (ditch) to drain excess flows, the two high elevation sites are perched.

Hydrology has been impacted by soil compaction associated with old logging roads and the trail, with some areas showing evidence of surface water channelization and varying degrees of associated erosion. Areas, where erosion along the trail were observed in March 2022 are shown on the following map, where the trail intersects with surface water channel (GPS) lines.



*Map 4: Shows the general flow accumulation of moisture on Mt. Galiano based on the contours of the land. Obvious surface channels and related flow were only observed in a couple of isolated locations (lines shown in bright teal green).*

## 4.4 Soil

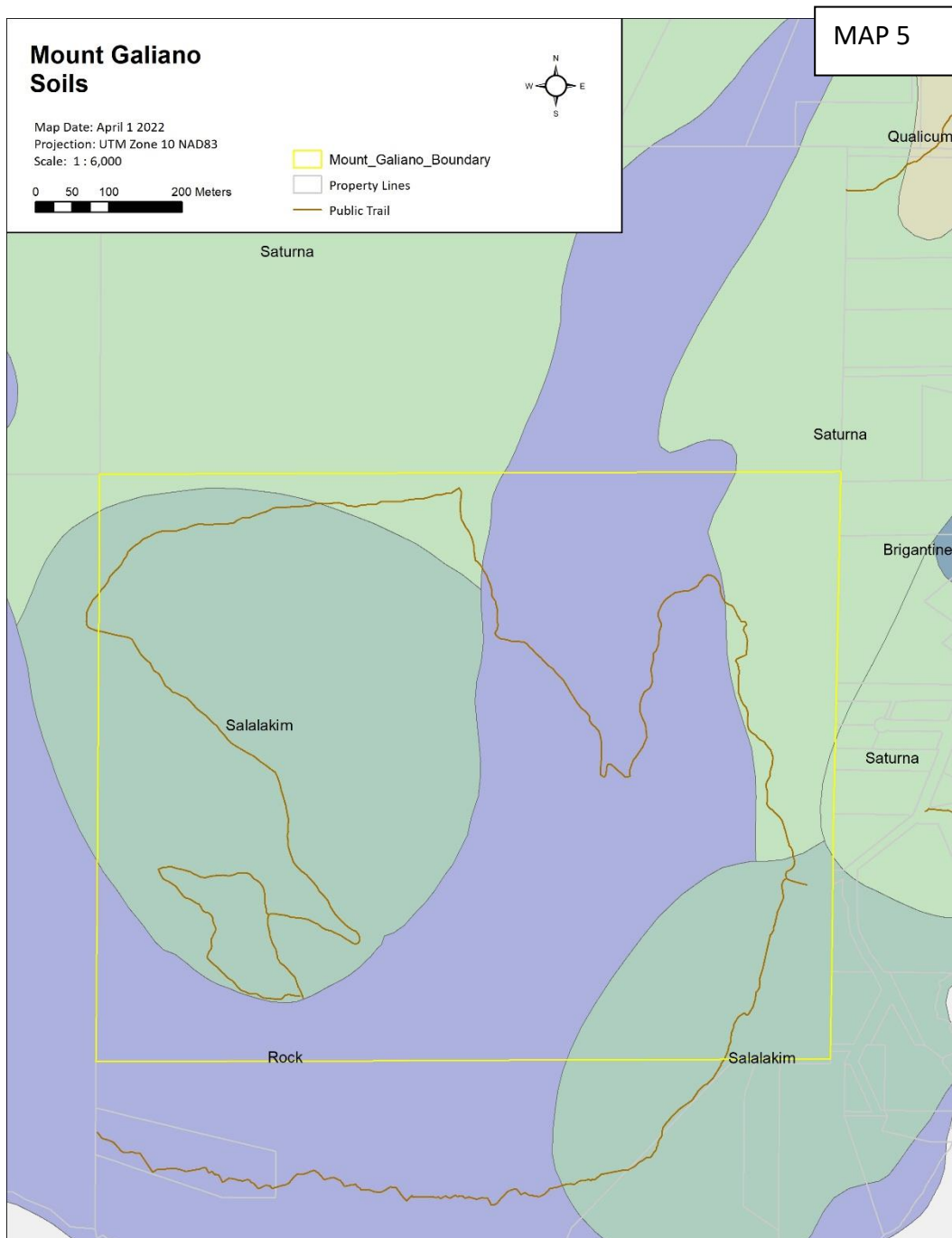
Three primary soil types have been identified to occur on the Land (Soils of the Gulf Islands of British Columbia Vol 3 Soils of Galiano, Valdes, Thetis, Kuper and lesser islands (1989); Report No. 43, BC Soil Survey. Agriculture Canada). These are Saturna, Rock, and Salalakim soils. Generally, 'Saturna' soils are on moderate slopes and are well drained, dry to medium moisture, and poor to medium nutrients. 'Rock' is dominated by exposed conglomerate and sandstone cliffs, steep slopes, and bluffs. Salalakim is found on more moderately sloped areas both in the upper elevations and lower areas and are characterized by well drained, relatively rich, sandy loam soils over fractured, conglomerate bedrock.

Rock consists dominantly (85%) of undifferentiated bedrock exposed or covered by less than 10 cm of mineral soil with, on average, 15% of well-drained soils developed on shallow, loamy sand to loam colluvial and glacial drift materials over bedrock, usually within 50 cm of the surface. The coarse fragment content of the soil materials is between 20 and 50% (undifferentiated mineral soil, depending on bedrock type, the most common minor soil in the map unit is Saturna.) The landscape represented by Rock varies considerably in steepness and in surface expression. It includes areas with smooth, unweathered sedimentary bedrock (slopes 6-30%), rock ridges and rocky knolls (slopes 31-70%), and rock bluffs, cliffs, and escarpments (slopes 71% to over 100%). Minor areas of soil occur in places where the bedrock has been fractured and weathered, often indicated by clumps of tree growth. Rock outcrops occur at all elevations and aspects.

Salalakim soils are rapidly to well-drained, gravelly sandy loam textured soils that have developed on shallow, colluvial and glacial drift materials of weathered conglomerate over conglomerate bedrock within 100 cm of the surface. Coarse fragment content is between 20 and 50%. Soils of the Salalakim (SLsl) map unit occur dominantly on moderately to strongly sloping (10-45%) topography where they occupy the colluvial side slopes. Bedrock exposures commonly occur on top of the ridges and knolls. The most variable characteristic of the Salalakim soil is the depth to bedrock. Commonly, bedrock occurs within 50 cm of the surface. In some places, the Ah horizon is thicker than 10 cm a podzolic Bf horizon is present (Orthic Humo-Ferric Podzol). The soil usually has a thin layer 5 cm thick (0-10 cm) of broken and fractured bedrock on top of the unweathered consolidated bedrock. This layer does not impede root development or water movement. Although the dominant texture is sandy loam, Salalakim soils with loam or loamy sand textures do occur in some places but not commonly and consistently enough to be mapped separately.



The Saturna map unit consists dominantly (82%) of the well-drained Saturna soils. The map unit includes, on average, 18% (up to 45%) of other soils and non-soil, of which sandstone bedrock exposures (Rock) are the most commonly occurring inclusions in the map unit. bedrock exposures are usually associated with the very shallow lithic Saturna soil. The soil landscape consists of shallow soils over sandstone bedrock on usually gently to very strongly sloping (6-45%) topography in subdued and hummocky terrain. In some places, the Saturna map unit occupies steeper landscape positions such as side slopes (46-100%) of rock ridges. Bedrock exposures are scattered, most commonly in association with the very shallow lithic Saturna soils.



*Map 5: Shows extent of soil types according to “Soils of the Gulf Islands of British Columbia Vol 3, 1989”. Note that this provides a general sense of soil distribution at a broad scale.*



## 4.6 Ecological Description

The Land includes a variety of different aged forest and ecosystem types (or, Site Series), according to Terrestrial Ecosystem Mapping (TEM) completed for the region (Coastal Douglas-fir Biogeoclimatic Zone) in 2008 and updated in 2017. See 'Map 7' below for the delineation of TEM ecosystems. TEM mapping was completed at a 1 to 10,000 scale with limited ground-truthing and is meant to provide a general overview of ecological communities. On the map, each area (polygon) is characterized by up to three ecosystems, a primary, secondary, and tertiary, along with their relative proportion within the polygon.

Most of the Land is shown as predominantly young (30 to 80-year-old) zonal Douglas-fir – salal (CDFmm/01) forest interspersed with mature areas of the same type. The Douglas-fir – salal (CDFmm/01) ecosystem is the most common on Galiano Island and comprises over 60% of the forested Coastal Douglas-fir Zone landscape. On the upper and mid slopes of the mountain, this ecosystem is dominant and characterized by almost a monoculture of Douglas-fir, with the odd western redcedar, bigleaf maple or arbutus in the sub-canopy. Salal is the dominant shrub scattered through a matrix of Oregon beaked moss and cattail moss.

Also present in small patches, is the Douglas-fir dull Oregon grape community, often occurring on more thinly soiled micro-ridges or 'shoulders' that run down the mountain.

Where the slope levels out to form small benches or micro-depressions, moisture in the soil slows down, deposits fine silts and clays, and results in little pockets of red alder and slough sedge wetland.

Also present in the upper and mid elevations are two larger, perched, sedge dominated, marsh wetlands (wetlands that are not connected to a stream system) where surface and subsurface flows accumulate in small depressions. These areas are sensitive to disturbance and provide highly valued habitat for wildlife.

Areas characterized by steep south and southwest facing slopes at the mid to upper elevations are hotter, drier, and tend to have very shallow soils. These areas consist of open woodlands and meadows characterized by Garry oak and mixed grasses along with exposed bedrock bluff characterized by reindeer lichen, Wallace's selaginella, rock moss, and other hardy plants. Fringing along the margins of these more open south facing sites and on the north/northeast sides of ridges are forested stands characterized by the Douglas-fir – Alaska oniongrass (CDFmm/03) ecosystem. These areas are treed but tend to feel more open than the shrub and fern dominated understoreys of the Douglas-fir – salal (CDFmm/01) sites.

The woodlands, meadows, bluffs, and fringing ecosystems are generally more rare, more sensitive to disturbance, and account for much of the biodiversity found on the Land.

Moving down the slope, the soils become generally moister and richer in nutrients, supporting faster growth, larger trees, and resulting in slightly different assemblages of species than at higher elevations. The forest transitions to a higher density of Western redcedar, with bigleaf maple and grand fir also more prevalent amongst the Douglas-fir. The cover of sword fern also increases in the understory.

At the toe of the slope, along the eastern boundary, the ecosystem is noticeably moister with seasonal surface water flowing in ditched channels and a Western redcedar, red alder, skunk cabbage swamp (Ws53) located adjacent to the parking area.

# Mount Galiano Terrestrial Ecosystem Mapping

MAP 7

Mount\_Galiano\_Boundary

Public Trail

### Primary Ecosystem

Cladina (Reindeer lichen) - Wallace's selaginella (SC)

Cliff (CL)

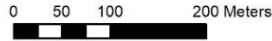
Douglas-fir - Salal (DS)

Douglas-fir - Shore Pine - Arbutus (DA)

Western redcedar - Douglas-fir - Oregon beaked moss (RK)

Rural residential (Rural)

Wetland



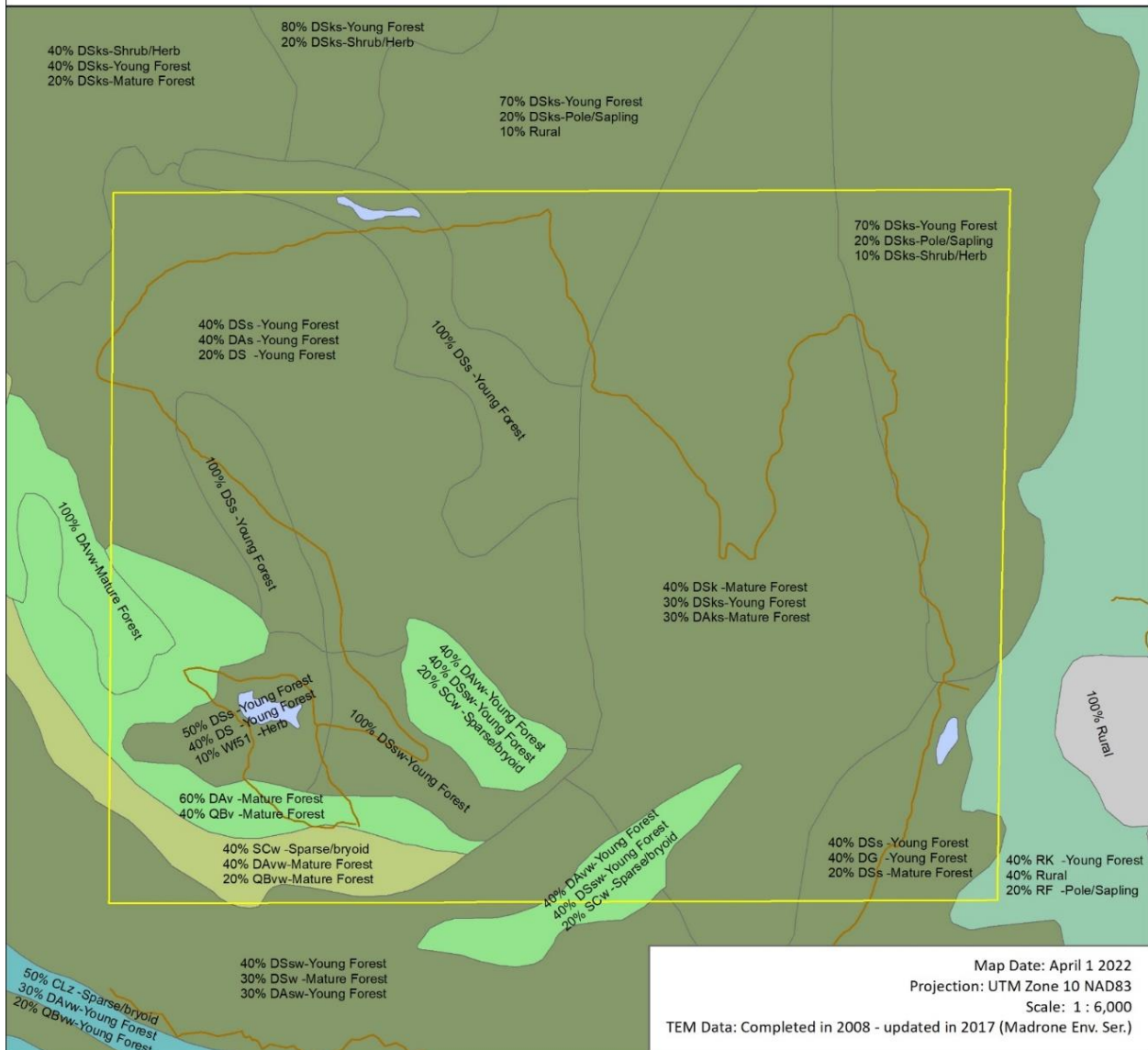
### Label Definitions:

% of polygon ecosystem type (site series)

70% DS k s - Young Forest

modifier 1 modifier 2 structural stage

- k - cool aspect (NW to E) on moderately steep slopes
- s - shallow soils (20-100 cm to bedrock)
- v - very shallow soils (<20 cm to bedrock)
- w - warm aspect (SE to W) on moderately steep slopes
- x - drier than typical
- DG - Douglas-fir / grand fir - dull Oregon grape
- DO - Douglas-fir - Oniongrass
- QB - Garry Oak - Brome / mixed grasses
- RF - Western redcedar / Grand fir - Foamflower
- WF51- Sitka sedge - Peat-moss



## 4.7 Species and Ecological Communities at Risk

The woodland, meadow and rock outcrop communities on Mt. Galiano are host to a high density of species at risk, some of which are globally imperilled. There are many interesting disjunct species that occur in exposed south-facing aspects such as those found on Mount Galiano that are otherwise only known further south, in places like California. One notable new report for Mount Galiano, the red-listed moss *Didymodon norrisii*, is only known to occur in a few locations worldwide, in California, Oregon and coastal BC. (Andrew Simon, personal communication, April 18, 2022)

TEM mapping and ground-based investigation identified elements of six ecosystems-at-risk (BC Conservation Data Centre Species and Ecosystem Explorer - <https://a100.gov.bc.ca/pub/eswp/>) to occur on the Lot.

<i>Scientific Name</i>	<i>English Name</i>	<i>Biogeoclimatic Units</i>	<i>Provincial</i>	<i>BC List</i>	<i>Global</i>
<a href="#">Selaginella wallacei</a> / <i>Cladina</i> spp.	Wallace’s selaginella / reindeer lichens	CDFmm/00	S3 (2012)	Blue	GNR

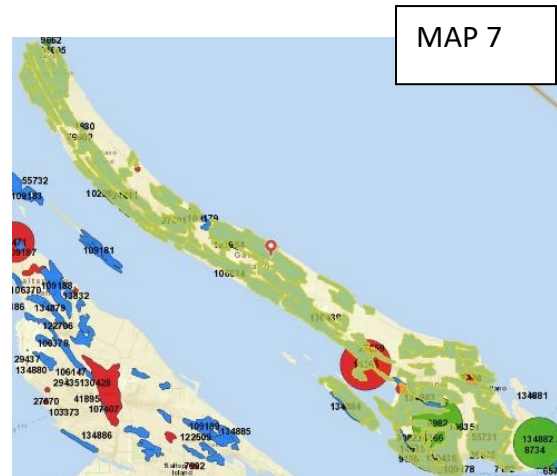
Wallace’s selaginella / reindeer lichens communities occur in patches on the south facing slope at the top of Mt. Galiano. They are generally restricted in occurrence to rock outcrops on the exposed ridge and cliff areas. They are recognized as vulnerable and of special concern in BC and are most impacted by trampling or disturbance associated with residential and recreational land-use.

<i>Scientific Name</i>	<i>English Name</i>	<i>Biogeoclimatic Units</i>	<i>Provincial</i>	<i>BC List</i>	<i>Global</i>
<a href="#">Pseudotsuga menziesii</a> / <a href="#">Berberis nervosa</a>	Douglas-fir / dull Oregon-grape	CDFmm/01	S1 (2018)	Red	G2

There are patches and microsites characterized by maturing (70 to 80 years old) Douglas-fir / dull Oregon-grape (*Pseudotsuga menziesii* / *Berberis nervosa*) Ecological Community throughout the mid to upper elevations. This community is ranked “Critically Imperilled” Provincially and “Imperilled” globally.

Occurrences of the Douglas-fir / dull Oregon-grape community are relatively common on Galiano Island and are shown to occur in patches over a substantial portion of Galiano Island, within the large semi-contiguous area depicted in green with yellow outline on Map 8.

*Map 8: Map of CDC Occurrence 55731 – Douglas-fir / dull Oregon-grape. Occurrence is green with yellow outline. (BC Conservation Data Centre Occurrence Map - Species and Ecosystems at Risk - Publicly Available Occurrences – CDC, accessed May 19, 2021).*



<i>Scientific Name</i>	<i>English Name</i>	<i>Biogeoclimatic Units</i>	<i>Provincial</i>	<i>BC List</i>	<i>Global</i>
<a href="#"><i>Pseudotsuga menziesii / arbutus menziesii</i></a>	Douglas-fir / arbutus	CDFmm/02	S2 (2021)	Red	GNR

Maturing, 70 to 80 year old patches of this ecosystem at risk are rare on Mt. Galiano but do occur on the steep south facing slope along the border of Collinson Point Provincial Park. Douglas-fir / arbutus ecosystems are imperilled in BC and are most threatened by development on private land. These areas are relatively common on Galiano Island’s southwest facing ridges and steep slopes, which are also highly desired for residential use.

<i>Scientific Name</i>	<i>English Name</i>	<i>Biogeoclimatic Units</i>	<i>Provincial</i>	<i>BC List</i>	<i>Global</i>
<a href="#"><i>Pseudotsuga menziesii / Melica subulata</i></a>	Douglas-fir / Alaska oniongrass	CDFmm/03	S1 (2018)	Red	G1

This community is patchy in the upper elevations of the Land and occurs along the forested margins of the open meadow areas. The ecosystem is designated as “Critically Imperilled” both Provincially and globally. Soil and topographic conditions suitable for this ecosystem are rare on Galiano Island. These areas are typically highly desired for residential development due to associated views and woodland character.



<i>Scientific Name</i>	<i>English Name</i>	<i>Biogeoclimatic Units</i>	<i>Provincial</i>	<i>BC List</i>	<i>Global</i>
<a href="#"><i>Thuja plicata / Polystichum munitum - Lysichiton americanus</i></a>	Western redcedar / sword fern - skunk cabbage	CDFmm/11 CDFmm/Ws53	S3? (2012)	Blue	GNR

This ecosystem is present in its early successional form at the base of the mountain adjacent to the Parking Lot and is currently dominated by red alder with Western redcedar growing slowly in the sub-canopy. Western redcedar / sword fern - skunk cabbage (Ws53) communities are ranked Provincially as “Special Concern”. These communities are often marginal on Galiano, occurring in narrow depressions often associated with seasonal creeks. These ecosystems have typically been impacted by agricultural clearing and logging.



## 5. Management Vision, Goals, and Objectives

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### 5.1 Vision

The Mount Galiano area is a favorite and beloved place to hike, enjoy the vast panoramic views, study the biological diversity of plants, animals, and birds, meditate, and generally appreciate the natural wonders of Galiano Island.

### 5.2 Goal

To protect the ecological integrity of Mount Galiano while allowing for low impact recreational use, educational activities, and research.

### 5.3 Objectives

#### 5.3.1 Conservation

To conserve the natural values of the land, to maintain the integrity of ecosystems and their successional processes.

#### 5.3.2 Recreation

To allow for low impact recreational use in keeping with the conservation objective.

#### 5.3.3 Education

To allow for low impact educational and scientific research use in keeping with the conservation objective.

## 6. Management Policies

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### 6.1 Guiding Policies

The following are guiding policies set out in the original Mount Galiano Management Plan (1992) and are meant to provide context for the more detailed set of policies set out in this plan.

- a. As a general policy, there shall be no access to vehicles (including automobiles, bicycles, motorcycles) on Lot 9.
- b. No horses will be allowed on Lot 9.
- c. Access will be on foot only via a trail to be built completely within the legal boundaries of District Lot 9, commencing, and ending at the access entry off Active Pass Drive.
- d. Any uses of the Mount Galiano Nature Conservancy Area which have the potential to "disturb or interfere directly or indirectly with the soil, vegetation, or animals and their habitat" shall be reviewed by the Management Committee. With the additional information available from the inventories, sensitive area studies and regular monitoring, each such use shall be considered in light of the Trust responsibilities for the "lands" and the conservation objective for this area, and, may permitted at the discretion of the Committee.

Additional guiding policies include:

1. In recognition of the rare and endangered status of the Coastal Douglas Fir Biogeoclimatic zone contained within the Mt. Galiano Lands, protection of the ecosystem shall be a primary consideration and context for management decision-making.
2. The Galiano Club will apply the precautionary principle in decision making.
3. Adaptive management techniques and procedures will be used.
4. The Galiano Club shall seek Galiano Club membership approval before implementing any material changes not in the Management Plan. The Galiano may seek public input as well. This does not in any way limit the ability of the Board to manage the Mt. Galiano Lands and to deal with emergent issues.
5. Volunteer activities under the direction of or with the permission of the Galiano Club shall be sought and utilised to assist with the management of the Lands.

## 6.2 Access

The primary public access to the Land is from Active Pass Drive. A short driveway from the public road leads to a parking area and the trail head.

The Land can also be accessed by foot along a trail entering the property from Collinson Point Provincial Park to the south. This trail is maintained by the Galiano Trails Society (GTS) and is generally used to access Collinson Point Provincial Park from the Mt. Galiano parking lot.

Formerly, access to the property was also possible by foot along GTS trails extending across neighbouring, privately owned District Lot 10 to the north of the Land. These trails have been closed to the public and there is no access to Mt. Galiano across DL10.

Refer to Map 8 below for the location of accesses and trails.

### 6.2.1 Parking

A parking area for up to 12 vehicles is located at the primary access point off Active Pass Drive. The parking lot includes a small bike rack adjacent to the trail head entrance. The parking area is primarily for hikers using the Mt. Galiano trail. The parking area is also used by hikers accessing the trail to Collinson Point Provincial Park.

Policy:

1. Consideration for expansion of the parking area may be required as demand for access to Mt. Galiano and neighbouring Collinson Point Provincial Park increases. In this case, the lot may be extended along its northern boundary to accommodate additional vehicles. Any expansion shall minimize the removal of and/or damage to existing mature trees.
2. The parking lot will be maintained at a minimal standard by the Galiano Club, subject to resource availability.
3. The parking lot will have a non-paved, gravel surface.

### 6.2.2 Trails

A trail from the parking lot to the Mt. Galiano viewpoint has been constructed and is maintained by the Galiano Club. The route includes two distinct sections, the lower portion characterized by a constructed foot trail that winds its way up the steep northeastern facing slope, and the upper portion characterized by an old logging roadbed extending from the northwestern corner of the Land to the viewpoint.

There is also short loop trail at the top that extends from the viewpoint and wraps around the western face of the mountain, then skirts the perched wetland back to the main trail just below the viewpoint near the water storage tank.

A spur trail off the loop meanders down the back north facing side of the mountain through neighbouring, privately owned District Lot 22 to the West and joins back up with a lower section of the main trail. The owners of DL22 have not expressed concern about the existence of this informal connection across their land (Verbal Communication between Keith Erickson and owners Randy Bishop/Omer Arbel, April 11, 2022).

The Galiano Trails Society has also constructed and maintains a trail that leads from the parking lot to neighbouring Collinson Point Provincial Park.

#### Policy:

1. No new trails are permitted except small spur trails designed to link to broader trail networks on the island. Any such connecting trails must be approved by the Management Committee.
2. Trail conditions will be monitored by volunteers and by visitors to the Land. Signage at the access point should include a mechanism for reporting trail maintenance concerns.
3. Subject to the availability of resources, trails should be maintained to provide a safe recreational experience and to reduce impact to surrounding soils and vegetation from widening and erosion.
4. Trails will have natural surfaces suitable for wilderness hiking.
5. Trails will be clearly marked for safety, to prevent offshoots, shortcuts, and to discourage hikers from wandering onto surrounding private lands.
6. Measures such as creating natural barriers using woody debris will be taken to discourage development and use of shortcuts and offshoots.
7. Use of the section of trail on private land that accesses the 'loop' through DL22 shall not be encouraged. This trail will not be included on maps or signage.

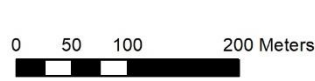
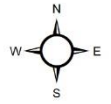
#### 6.2.3 Emergency

Mt Galiano is considered a wilderness site. The trail and the viewpoint are currently not accessible to emergency vehicles.

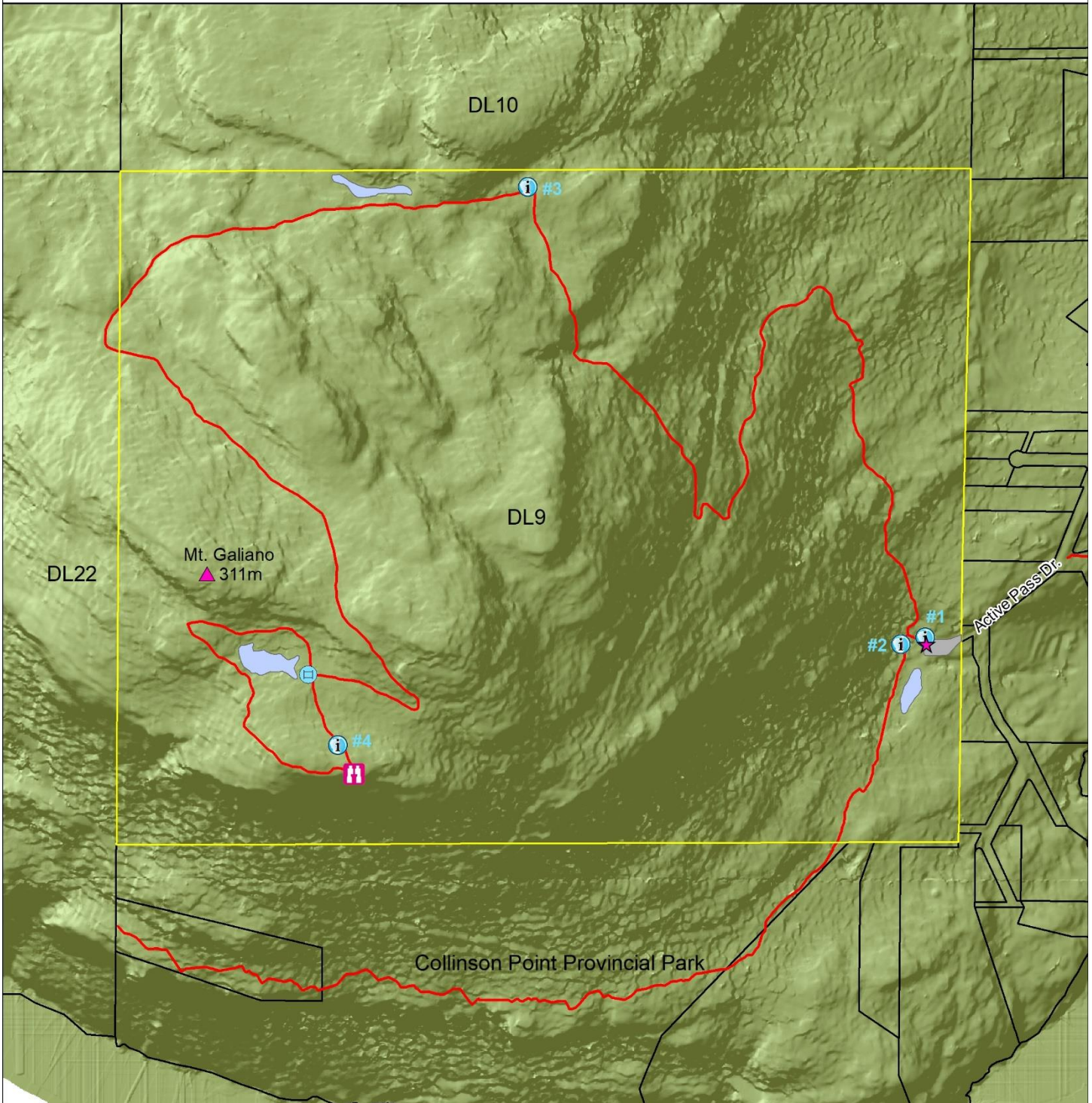
The Galiano Club is committed to ongoing consultation with the South Galiano Fire Department and neighbouring landowners to determine opportunities and measures to improve emergency access.

# Mount Galiano Access and Recreational Use

- ▲ Summit
- Cistern
- ⓘ Sign
- 🚻 Viewpoint
- ★ Bike Rack
- Public Trail
- Parking Lot
- Wetland
- Mount\_Galiano\_Boundary
- Property Lines



Map Date: April 1 2022  
Projection: UTM Zone 10 NAD83  
Scale: 1 : 6,000



## 6.3 Recreational Use

### 6.3.1 Visitor Use

The trail system and viewpoint provide an exceptional recreational experience for visitors. The Galiano Club encourages low-impact pedestrian use of the Land for recreation, naturalist, and educational activities.

#### Policy:

1. Use of motorized vehicles, bicycles, and other mechanized transportation is not permitted (except in the parking area and for emergency response purposes).
2. Equestrian use is not permitted.
3. Provide signage at access points clearly stating permitted uses (and common uses such as cycling that are not permitted).
4. Provide signage at the parking lot that states appropriate contacts for reporting conflicts and inappropriate use within the Land including the RCMP and the Galiano Club.

### 6.3.2 Viewpoint

The viewpoint at the top of Mt. Galiano's south facing slope offers sweeping views of the Southern Gulf Islands and Salish Sea. It is the primary destination for recreational users of the Land. It is also the location of some of the most sensitive and rare ecosystems on the Land and presents inherent safety concerns for visitors due to the very steep terrain. Safe use of this area and the protection of the ecology are of highest priority.

#### Policy:

1. Recreational use shall be limited to the crest of the slope and along the loop trail. Use of unsanctioned spur trails leading down the south slope to additional viewpoints will be discouraged.
2. If resources become available, establish a low (16 to 24 inches in height), split rail, untreated, cedar fence on natural stone footings along the crest of the slope to discourage encroachment onto the steep slopes and within sensitive ecosystems (or, use alternate materials in keeping with the natural wilderness aesthetic). The fence may be discontinuous, placed in key areas to discourage movement down the slope, but not placed in areas that will impede viewing (e.g., rock outcrop where people sit to admire view).
3. Provide signage at the viewpoint to inform users of safety and ecological concerns.



### 6.3.3 Benches, Toilets, and other Structures

No structures, other than signs, are permitted on the Land, in accordance with regulations set out under the Nature Protection Zone in Galiano Island Land Use Bylaw 127.

### 6.3.4 Dogs

To date, there have been no reports to the Galiano Club of issues or conflicts involving dogs on the Land. Dog owners will be encouraged to keep their dogs on leash. The issue of unleashed dogs should be reviewed from time to time, or, as necessary, to assess whether any conflicts with visitors, wildlife, or wildlife habitat are occurring and, if so, whether there are any additional measures that could be taken by the Galiano Club to ensure visitor safety and the protection of natural values.

### 6.3.5 Garbage

Recreational activities will adhere to a “carry out what you carry in” policy. There are no collection bins on the Land. If littering becomes a problem, provisions in this Plan may need to be revised. The following actions may be taken:

1. Post signage that will encourage visitors to take responsibility for their own and other garbage.
2. Organize volunteer work parties as needed and as capacity allows to remove garbage.

An old plane crash site is located just off the trail about  $\frac{3}{4}$  of the way up. Metal debris from the plane has been consolidated and left at the side of the trail as a historical feature.

### 6.3.6 Commercial Use

Any commercial use of the Properties without the expressed written consent of the Galiano Club is strictly prohibited. Fees may be charged for permitted activities. This regulation encompasses activities such as guided tours, commercial education programs, movie productions, dog walking services, weddings etc.

## 6.4 Ecological Management

### 6.4.1 General

No removal or disturbance of vegetation, wildlife, or soil from the Land, except in accordance with this Plan (e.g. Section 4.4.5 Ecological Restoration or Section 4.3.2 Trails).

Encourage visitors to stay on designated paths and to avoid trampling of sensitive meadow ecosystems (see Section 4.4.2 Viewpoint and Section 4.7.1 Information Signage)

### 6.4.2 Hunting

No hunting is permitted on the Land.

### 6.4.3 Use of Pesticides and Herbicides

No chemical pesticides, herbicides, or fertilizers shall be applied within the Land.

### 6.4.4 Climate Change

Management of the Land should consider long-term ecosystem health in light of potential significant shifts in local climate conditions resulting from global warming. Minimizing the impacts of climate change will depend on the level of ecosystem resiliency or the ability of ecosystems to adapt to shifting conditions. In turn, ecosystem resiliency is dependent on a healthy biodiversity and maintaining connectivity or protecting pathways of species migration.

Potential impacts to the Land stemming from climate change could include:

- The decline of some species such as Western redcedar and grand fir, and an increased presence of other species such as Garry oak.
- The introduction of new species that are extending or shifting their ranges.
- Longer and more intense drought periods with increased frequency of wildfires, stress on vegetation growth and shifts in ecological function. This may result in the expansion of open meadow ecosystems and the recession of forested ecosystems.
- Increased storm frequency and intensity leading to increased frequency and intensity of flood events, soil instability and erosion, especially where hydrology is already altered by roads, ditching and compacted soils. Expect to see more blowdown resulting from compromised soils, heavier snow loads, and more volatile wind events. Extensive



erosion along the trail system has already been observed after the floods of November 2021.

- Changes to pollinator, plant, and wildlife phenology, giving rise to high rates of mortality and shifting species assemblages that include the spread of new and existing pathogens and invasive alien species along with shifts in predator-prey relationships.
- Changes to patterns and timing of groundwater recharge.
- And other unforeseen effects.

Management actions that could help to mitigate the severity of this extensive list of potential impacts are difficult to determine but could include:

- Develop a simple biodiversity and hydrology monitoring program that will provide insight into how the land is changing and help develop adaptive management strategies.
- Establish a network of repeat photo monitoring sites.
- Develop partnerships with Galiano Conservancy Association, Institute for Multidisciplinary Ecological Research in the Salish Sea (IMERSS), and/or regional Universities or Colleges to conduct ongoing biodiversity monitoring.
- When considering measures for ditching, swales, or other controls on surface water, account for predicted precipitation and flood regimes, do not rely only on past observations.

#### 6.4.5 Ecological Restoration

A large portion of the Land has been impacted by intensive timber harvesting, road building and associated use of machinery over the past 100 years. These activities have resulted in damaged soil ecosystems, impacts to hydrology, destruction of wildlife habitat, the spread of invasive exotic species and an overall reduction in biodiversity. Over time, natural processes will heal the damaged landscape. However, there is potential for helping the land heal through the initiation of ecological restoration projects. The Society for Ecological Restoration (SER) International Primer on Ecological Restoration defines ecological restoration as:

*“The process of assisting the recovery of an ecosystem that has been degraded, damaged, or destroyed. It is an intentional activity that initiates or accelerates ecosystem recovery with respect to its health (functional processes), integrity (species composition and community structure), and sustainability (resistance to disturbance and resilience).”*

The initiation of ecological restoration projects or programs within the Properties is desired and may be facilitated by the Galiano Club.

Policy:

1. All ecological restoration projects, programs or activities will require authorization by the Galiano Club prior to initiation.
2. Galiano Club may authorize the initiation of ecological restoration projects or ongoing ecological restoration programs on a case-by-case basis. The Galiano Club shall specify conditions that, in their opinion, are adequate to ensure that the ecological integrity of the Land is not jeopardized by the proposed activities.
3. Proposed ecological restoration projects or programs should generally adhere to the Society For Ecological Restoration (SER) “International principles and standards for the practice of ecological restoration, 2<sup>nd</sup> Edition” (Gann, GD etal, 2019)\*. The degree to which projects or programs must adhere to the SER guidelines is dependent on the scope and impact of the proposal. The level of adherence to the guidelines is at the discretion of the Galiano Club.

Historically, the Club has partnered with the Galiano Conservancy Association (GCA) to help control invasive exotic vegetation such as Scotch Broom, with GCA providing staff expertise and equipment for Galiano Club volunteer work parties. The Galiano Club will re-initiate discussion with the GCA to explore partnership opportunities for ecological restoration planning and implementation of recommended treatments, including the control of invasive exotic vegetation.

#### 6.4.6 Control of Invasive Alien Species

A variety of invasive alien vegetation species are present on the Land including many species of agronomic grasses, Scotch broom, daphne (spurge laurel), and English holly. While many of these occur in forested areas, they are most prevalent and of greatest negative impact within the open Garry oak meadow and bluff ecosystems. Within these areas, species of agronomic grass are firmly established, proving to be very difficult, if not impossible to control. Shrubby species such as Scotch broom and daphne are possible to control with consistent, annual removal programs that prohibit further additions of seed into the ecosystem.

Controlling the spread of invasive exotic species will reduce impacts to biodiversity and improve the general ecological health of the Land.

#### Policy:

1. If resources are available, a strategic plan for the removal of invasive exotic species such as Scotch Broom may be created to maximize the effectiveness of any removal programs.

2. Methods used to control invasive exotic species should be chosen to minimize disturbance and negative impact to ecosystems. They should be humane in the case of fauna.
3. If resources are available, invasive exotic species such as Scotch Broom may be removed, and subsequent seeding or planting of site appropriate native species may be undertaken.
4. Surrounding landowners may be encouraged to undertake measures to ensure the control of exotic species and prevent further spread into the Properties.

#### 6.4.7 Controlled Burning

The potential for using controlled burns to achieve ecological restoration objectives as well as to reduce fuel loads within Garry oak bluff and meadow ecosystems is well documented. Projects or programs that propose the use of fire as a tool for ecological restoration or fuel load reduction may be permitted in accordance with the policies stated in Section 4.9 of this Plan. In addition, any such project or program must comply with the following policies:

1. Projects or programs must be undertaken in accordance with local fire regulations.
2. Projects or programs should consult the BC Forest Service Fire Protection Branch.
3. Projects or programs must be overseen both conceptually and in the field by a qualified and experienced Burn Boss (individuals that are qualified to plan, organize, and execute prescribed burns).
4. Project proponents will endeavor to notify owners or inhabitants of neighbouring Properties prior to carrying out any controlled burn activity.

## 6.5 Wildfire Safety and Risk Reduction

The Galiano Club will work with the South Galiano Fire Department (SGFD) and Firesmart Galiano to mitigate the fire risk for Mt. Galiano to the extent possible within existing resources. The Galiano Club will consult with the SGFD annually to ensure that any mitigation of fire risk remains current with best practices.

A large water tank is located adjacent to the perched wetland as the main trail approaches the viewpoint. The tank is kept full, and water is available for emergency use only. Fittings are maintained by the SGVFD.

In the event of conditions that lead to unusual and extreme fire hazard, and in consultation with the South Galiano Fire Department, the Galiano Club may temporarily close the Mt Galiano trail to the public.

## 6.6 Signage

Signage is critical for the safety of recreational users and for communicating many of the policies laid out in this plan to the public. The table below provides a summary of the desired signage locations and various elements to be communicated. It also indicates whether the desired elements are already established or need to be added.

Policy:

1. Signage should blend in with the natural surroundings as much as possible and should be constructed from materials that can stand up to year-round weather conditions.
2. The Galiano Club must approve of any information displayed on signage.
3. Information signage shall be located at the trail head (parking lot) and at the summit along the trail as it approaches the viewpoint.
4. Signage should communicate information using common, easy to interpret symbology or wording.
5. Directional signage is critical to ensuring the safety of visitors and to minimize incidents of trespass on surrounding private lands. Trail markers and directional arrows should be established at all trail junctions.

Signage Location	Information to be displayed	Established
Trail Head / Parking Lot	Map: include trail location, viewpoint, parking lot (you are here), boundaries, Collinson Pt. Prov. Park, private land	
	Foot Traffic Only	
	Stay on designated trail	
	Leave no trace, pack out what you pack in	
	This is a wilderness area with no road access for emergency vehicles	
	Please enjoy trail at your own risk	
	Steep cliff at top, danger of falling	
	No hunting or discharge of firearms	✓
	No fires	✓
	No smoking	✓
	No bicycles	✓

	No motorized vehicles	✓
	No camping or overnight use	✓
	Dog's on leash	✓
	No horses	
	Contact information for reporting wildfire	
	Contact Info for Galiano Club	
	Interpretive information about the ecology, natural features, or historical context of the Land.	Optional
Viewpoint signage	Steep cliff, danger of falling.	✓
	Wilderness area	✓
	Please enjoy at your own risk	✓
	No fires	
	No smoking	
	No camping or overnight use	
	Please stay on trail, protect sensitive plant communities	
Directional Signage	Junction of Galiano Trails Society spur trail to Collinson Point Provincial Park (near parking lot)	✓
	Junction where the natural surface trail intersects with the old logging road (#3 on map)	✓
	Junctions of the loop trail around the wetland near the top	
	Junctions where the spur trail across DL22 meets the loop trail and the main trail	

## 6.7 Education and Research

Mt. Galiano's ecological, physical, and cultural attributes may provide opportunities for learning within the Galiano community and for researchers throughout the region. Policies regarding the activities of researchers, monitoring studies and educational users are modeled after regulations outlined by British Columbia's *Ecological Reserve Act*. The policies are as follows:

1. Formal research or educational use on the Land may be undertaken only when authorized pursuant to this plan. Fees may be charged by the Galiano Club.
2. The Galiano Club may authorize the use of the Land for research or education on a case-by-case basis. The Galiano Club shall convey conditions that, in their opinion, are adequate to protect the Land, and that minimally disruptive procedures such as

collection of some plant and animal specimens, soil and water samples, and the like, may occur with specific authorization.

3. Research, monitoring, and data gathering that will help to inform decision making on the Land will be encouraged.

The Galiano Club will encourage the use of the Land for informal interpretive and naturalist activities for the Galiano Community and the public at large. The Galiano Club will achieve this through the development of partnerships with appropriate local organizations such as the Galiano Naturalists, the Galiano Conservancy Association or Biodiversity Galiano project. Any activities proposed by educational partners should first notify the Galiano Club.

## 7. Management Responsibilities

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### 7.1 Management Planning and Implementation

The Galiano Club will establish a committee of at least two Board Members to be responsible for the Galiano Club lands (the Bluffs, Mt. Galiano, and the Community Forest). Interested Galiano Club members may be appointed by the Board to this committee. The responsibilities of this committee will include:

- Identifying the primary contact for each of the lands.
- Promoting the purposes of the lands.
- Implementing, monitoring, promoting, and updating the three land management plans (as required).
- Monitoring the CRD water quality tests for the Bluffs.
- Documenting, through minutes, issues and decisions and reporting to the Board monthly.
- Organising volunteer activities in the lands in support of the Management Plans.
- Communicating, overseeing, and recognising volunteer involvement.
- Making recommendations to the Galiano Club Board on substantive decisions and/or directions.
- Implementing and communicating Board decisions in relation to the Lands.

### 7.2 Risk Management

The Galiano Club will obtain and maintain general liability insurance in an amount not less than \$2,000,000.00.

The Galiano Club will develop a Risk Management Plan to identify and analyse potential risks to its properties and programs.

As part of the risk management planning, the Galiano Club will seek advice on potential liabilities in wilderness recreation areas with steep cliffs and potential tree falls. The Club will also obtain advice on recommended wording for any warning signs, brochures, and the website.

### 7.3 Financial Responsibilities

The Galiano Club commits to:

- Holding liability insurance.
- To the extent possible within existing resources, maintenance of existing infrastructure (trails, fire access lanes) and facilities (parking areas, water tank and pond).
- To the extent possible within existing resources, maintenance of signage, information kiosks, and information materials.

### 7.4 Community Involvement

The Galiano Club will inform the public of the purpose of the Mount Galiano Nature Conservancy Area, management policies, permitted activities, safety messages and any other information the Club deems appropriate and required utilising appropriate communication media and techniques.

Any substantive revisions or changes to the intent or policy of this Plan must be authorized by the membership of the Galiano Club.

The Galiano Club will encourage and coordinate community volunteers to help implement aspects of the Plan (e.g. patrols, invasive species control, trail maintenance).



## 8. Plan Implementation

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Should resources (human and/or financial, become available, the following strategies will be undertaken. Implementation may be dependent on donor or funder requirements, emergent issues, or other considerations.

	Priority Strategies and Actions	Priority	Status
1	Establish or update trail head and viewpoint signage to be consistent with table in section “6.6 – Signage”.		
2	Establish low ‘natural’ fencing or barriers in key areas at the viewpoint to discourage use of unsanctioned spur trails that access sensitive ecological areas, and areas of safety concern, on the steep, southwest slope.		
3	Initiate a ‘Risk Management Plan’ for Galiano Club properties		
4	Establish directional signs along the spur trail that joins with the loop trail at boundaries of DL9 and DL22.		
5	Establish ditching along 2 sections of the upper portion of the main trail (old logging road) and swales periodically across the trail to move water off the surface and prevent further erosion.		
6	Work with owners of DL22 to formalize spur trail that joins with the loop trail.		
7	Work with SGFD and owners of DL22 to formalize an emergency access route across DL22 that provides better access to the summit for first responders.		
8	Initiate discussions with the Galiano Conservancy Association regarding collaboration and available resources to help with invasive species control (planning and implementation). Coordinate with owners of neighbouring DL22.		
9	Initiate discussion with Galiano Conservancy Association and Institute for Multidisciplinary Ecological Research in the Salish Sea regarding potential for collaboration on climate change, biodiversity, and ecological research / monitoring.		

## 9. APPENDIX 1: Declaration of Trust

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THIS DECLARATION OF TRUST made this 2nd day of May 1991 BY AND ON BEHALF OF THE GALLANO CLUB, a body corporate created under and by virtue of the societies act R. SEC. 194 Ch.311, and having its office at Galiano Island, British Columbia, '(hereinafter referred to as "the Trustee")

WHEREAS by transfer in Forms A executed the     day of May 1991 and filed concurrently with this. Declaration of Trust at the Land Title Office in Victoria, British Columbia, the Trustees and Transferee received in fee simple, all that certain parcel or tract of land situate on Galiano Island in the Province of British Columbia legally known and described as:

Parcel Identifier 004-976-240  
District Lot 9  
Galiano Island  
Cowichan District

(hereinafter called the "lands")

AND WHEREAS The Galiano Club as Settlor and Trustee is desirous of holding the lands in perpetuity and preserving the same for the charitable purposes hereinafter set forth,

NOW THESE PRESENTS WITNESSETH that the Trustee doth hereby acknowledge, testify, and declare that it doth stand possessed of the said lands as the registered owner thereof upon the Trusts hereinafter expressed, that is to say:

1. To hold the lands solely and irrevocably as a nature conservancy area\* as defined under the Park Act Ch. 309, 1979, for such recreational uses and enjoyment of the general public which do not disturb or interfere directly or indirectly with the soil, vegetation or animals and their habitat, except as may be approved by the Directors of the Trustee in accordance with a continuing inventory and management plan endorsed and ratified from time to time at the annual general meeting and any extraordinary general meeting called for this specific purpose.
2. To set aside the sum of five thousand (\$5, 000.00) dollars and hold the same in Trust pursuant to the provisions of the Trustee Act R. S.B. C. 1979 [Appendix C] for the express and limited purpose of allocating and paying the interest earned therefrom for such administrative costs, rates, charges, taxes, or assessments which may be levied now or hereafter from time to time against the lands and to make available a financial report of the operation of this fund to the membership at the annual general meeting of Trustee.

3. To expend such further and other funds deemed necessary or advisable for the preservation and protection of the natural habitat of the lands from fire and other perils.

\*(N)ature conservancy area" means a roadless area, in a park or recreation area, retained in a natural condition for the preservation of its ecological environment and scenic features, and designated as a nature conservancy area under this Act". British Columbia, Park Act, Chapter 309, 1979

## 10. APPENDIX 2: Title, Liens, and Charges

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**TITLE SEARCH PRINT**

2021-11-11, 14:32:36

File Reference:

Requestor: Keith Erickson

Declared Value \$250,000

**\*\*CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN\*\***

**Land Title District**

VICTORIA

Land Title Office

VICTORIA

**Title Number**

EE41359

From Title Number

R87989

**Application Received**

1991-05-09

**Application Entered**

1991-06-10

**Registered Owner in Fee Simple**

Registered Owner/Mailing Address:

THE GALIANO CLUB, INC.NO. 1400  
P.O. BOX 219  
GALIANO ISLAND, BC  
V0N 1P0  
IN TRUST DD EE41359

**Taxation Authority**

Capital Assessment Area

**Description of Land**

Parcel Identifier:

004-976-240

Legal Description:

DISTRICT LOT 9, GALIANO ISLAND, COWICHAN DISTRICT

**Legal Notations**

HERETO IS ANNEXED EASEMENT EE21523 OVER DISTRICT LOTS 10 AND 22,  
GALIANO ISLAND, COWICHAN DISTRICT

**Charges, Liens and Interests**

Nature:

UNDERSURFACE RIGHTS

Registration Number:

D23415

Registration Date and Time:

1975-01-27 08:10

Registered Owner:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF  
BRITISH COLUMBIA

Remarks:

INTER ALIA  
ASSIGNMENT OF 155756G (DD 215206I AND 379902I) SEE  
325410G

**TITLE SEARCH PRINT**

2021-11-11, 14:32:36

File Reference:

Requestor: Keith Erickson

Declared Value \$250,000

Nature:	EASEMENT
Registration Number:	R98765
Registration Date and Time:	1986-11-07 09:44
Remarks:	PART; APPURTENANT TO DISTRICT LOT 8, GALIANO ISLAND, COWICHAN DISTRICT, EXCEPT PART IN PLAN 15952

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	EC65845
Registration Date and Time:	1989-07-10 10:43
Registered Owner:	BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
Remarks:	PART

Nature:	EASEMENT
Registration Number:	EE21524
Registration Date and Time:	1991-03-18 14:41
Remarks:	INTER ALIA APPURTENANT TO DISTRICT LOT 22, GALIANO ISLAND, COWICHAN DISTRICT

Nature:	RENT CHARGE
Registration Number:	EE21566
Registration Date and Time:	1991-03-18 14:41
Remarks:	COLUMN I, DD EE21523

Nature:	RENT CHARGE
Registration Number:	EE21609
Registration Date and Time:	1991-03-18 14:41
Remarks:	COLUMN II, DD EE21523

<b>Duplicate Indefeasible Title</b>	NONE OUTSTANDING
-------------------------------------	------------------

<b>Transfers</b>	NONE
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<b>Pending Applications</b>	NONE
-----------------------------	------

Status: Registered

Doc #: R98765

RCVD: 1986-11-07 RQST: 2021-11-11 14.44.06

00.4976223  
4976240

1/2

R 98765

Form 17

Nature of Charge: Easement

True Value: \$20.00 10<sup>00</sup>

Applicant has checked and satisfied himself as to the tax position, including taxes of the Crown provincial, a municipality, and improvement, water, and irrigation districts.

Herewith Fees of: \$10.00

Full name, address, telephone number of person presenting application:

JONATHAN L. OLDROYD  
BARRISTER & SOLICITOR  
P.O. BOX 430  
GANGES, B.C.

PLEASE SEND ALL NOTICES TO

FRANK L. KITTO REGISTERED  
P.O. BOX 1007, VICTORIA, B.C.  
V8W 2S6

AUTHORIZED AGENT

(Signature of applicant, or solicitor or authorized agent)

EASEMENT AGREEMENT

THIS AGREEMENT made the 26th day of September, 1986.

BETWEEN:

MacMILLAN BLOEDEL LIMITED, a British Columbia corporation, of 1075 West Georgia Street, Vancouver, British Columbia, V6E 3R9, Amalgamation #247324

("the Grantor")

11/07/86 A6784 CHG NOM 10.00

AND:

BERNARD MIGNAULT, photographer  
R.R. #1, Galiano Island, British Columbia, V0N 1P0

("the Grantee")

RECITALS

A. The Grantor is the registered owner of those certain parcels or tracts of land and premises more particularly described as:

Lot 9  
Galiano Island  
Cowichan District

(referred to as "the Grantor's Land");

FOR REGISTRATION  
MEMORANDUM OF REGISTRATION  
Registered in the name of  
the owner of the land  
KD JAMES  
Victoria, B.C.

Signature

Status: Registered

Doc #: R98765

RCVD: 1986-11-07 RQST: 2021-11-11  
14.44.06

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B. The Grantee is the registered owner of that certain parcel or tract of land and premises more particularly described as:

Lot 8  
Galiano Island  
Cowichan District  
Except part included within  
the boundaries of Plan 15952

(referred to as the "Grantee's Land")

C. The Grantor has agreed to grant an easement to the Grantee over the Grantor's Land under the terms and conditions set out in this agreement.

#### AGREEMENT

NOW THIS AGREEMENT WITNESSETH that in consideration of the sum of \$1.00 and other good and valuable consideration now paid by the Grantee to the Grantor (the receipt of which is hereby acknowledged), the parties covenant and agree as follows:

1. Grant of Easement

The Grantor grants unto the Grantee, for the use and benefit of the Grantee's Land, the non-exclusive right and liberty at all times in common with the Grantor and all others having a like right, to enter upon that part of the Grantor's Land described as follows:

"Commencing at the south-eastern corner of Lot 9, Galiano Island, Cowichan District, thence 35 metres due north along the east boundary of Lot 9, thence due west a distance of 90 metres and thence due south a distance of 35 metres to the south boundary of Lot 9 and thence due east along the south boundary to the point of commencement."

(referred to as the "Easement Area")

for the purposes of access to and egress from the Grantee's Land for the Grantee, its servants, agents and those authorized by it at all times with and without vehicles and equipment and construction and maintenance of hydro and telephone lines, poles and wires within the Easement Area.

2. Term of Easement

The Grantee is entitled to the benefit of this easement in perpetuity.



- 3 -

3. No Interference

The Grantee hereby covenants with the Grantor that the use of the Easement Area by the Grantee shall not interfere with, affect, endanger or impede the Grantor's enjoyment of its rights incident to the ownership of the Grantor's Land. The Grantee will not cut any trees without the written consent of the Grantor; such consent shall not be unreasonably withheld. If such consent is given all trees so cut shall remain the property of the Grantor.

4. Grantor's Covenants

The Grantor hereby covenants with the Grantee:

- (a) The Grantor will from time to time and at all times upon every reasonable request and at the cost and charge of the Grantee, do and execute or cause to be made, done or executed, all such further and lawful acts, deeds, things, devices, conveyances and assurances in law whatsoever, for the better assuring to the Grantee of the rights and liberties hereby granted.
- (b) With respect to any roadway or poles, lines and wires placed, constructed, erected or maintained within the Easement Area, the Grantor will not disturb, damage, discontinue or remove the same or otherwise so conduct itself as to disrupt or interfere with the service for which such installation is designed without first giving notice of its intentions in that behalf to the Grantee, and failing the parties agreeing on some other location for such installation, the Grantor will at its expense and so as to continue the service to the Grantee afforded by such installation, relocate such installation, grant to the Grantee a registrable easement therefor on the same terms as herein contained, provided that it shall in the discharge of its obligations herein be entitled to effect such relocation on the Grantor's Land at such place and in such manner as shall incur the minimum expense to it, and if the Grantee shall require such relocation to be in another place then the Grantee shall be responsible for any additional expense over such minimum incurred in such other relocation.

5. Mutual Covenants

It is mutually understood, agreed and declared by and between the parties hereto:

- (a) That the covenants in this agreement shall be construed as running with the Grantor's Land annexed to and benefitting the Grantee's Land and that no part of the fee of the soil of the Grantor's Land shall pass to or be vested in the Grantee under or by these presents;

- 4 - 4

- (b) That the expressions "Grantor" and "Grantee" shall include the successors and assigns of the parties wherever the context so admits;
- (c) That wherever the singular and masculine are used in this agreement they shall be construed as meaning the plural or feminine or body corporate where the context or the parties hereto so require.

IN WITNESS WHEREOF the parties have caused this Easement Agreement to be executed as of the day and year first above written.

Macmillan Bloedel Limited & Subsidiaries	
APPROVED	<i>[Signature]</i>
AS TO TITLE	<i>[Signature]</i>
AS TO CONTENT	<i>[Signature]</i>
AS TO TRUST INDEN	

MacMILLAN BLOEDEL LIMITED

by: *[Signature]*  
VICE-PRESIDENT

by: *[Signature]*  
ASSISTANT SECRETARY

WITNESS:

*[Signature]*  
JONATHAN L. OLIVROYD  
BARRISTER & SOLICITOR  
P.O. BOX 430  
GANGES, B.C.

*[Signature]*  
Bernard Mignault

GJ/09116/B

Status: Registered

Doc #: R98765

RCVD: 1986-11-07 RQST: 2021-11-11  
14.44.06

5


LAND TITLE ACT  
FORM 6  
(Section 46)

R98765

PROOF OF EXECUTION BY CORPORATION  
MacMILLAN BLOEDEL LIMITED

I certify that on the 30 day of September, 1986, at Vancouver in British Columbia, Claire-Marie Jadot, who is personally known to me, appeared before me and acknowledged to me that she is an authorized signatory of MacMillan Bloedel Limited and that she is the person who subscribed her name and affixed the seal of the corporation to the instrument, that she was authorized to subscribe her name and affix the seal to it, and that the corporation existed at the date the instrument was executed by the corporation.

In testimony of which I set my hand at Vancouver, British Columbia this 30th day of September, 1986.

  
Clive V. Nylander, Solicitor  
A Commissioner for taking  
Affidavits for British Columbia

gj/09264/c

Status: Registered

Doc #: EC65845

RCVD: 1989-07-10 RQST: 2021-11-11 14.44.06

PID  
004-976-240

FORM 17 - CHARGE over portion described in Schedule II of Agreement

NATURE: Statutory Right of Way necessary for the operation and maintenance of B.C. Hydro's undertaking

TRUE VALUE: \$ 100.00

HEREWITH FEES OF \$ Nil

APPLICANT: *R. Varguez*

MAUREEN LOUISE LANE  
AGENT FOR B.C. HYDRO, 970 BURRARD ST.,  
VANCOUVER, B.C. V6Z 1Y3 663-3985

THIS AGREEMENT made as of the 5<sup>th</sup> day of July, 1989

BETWEEN:

OK

MACMILLAN BLOEDEL LIMITED, a company having an office at 1075 West Georgia Street, in the City of Vancouver, in the Province of British Columbia, V6E 3R9,

(hereinafter called "the Owner")

OF THE FIRST PART

AND:

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY, of 970 Burrard Street, in the City of Vancouver, in the Province of British Columbia, V6Z 1Y3,

(hereinafter called "B. C. Hydro")

OF THE SECOND PART

WITNESSETH THAT:

~~07/10/89 B06746 CHG NON 35.00~~  
~~07/10/89 B06746 VOID 35.00~~

1. The Owner, in consideration of the sum of Ten Dollars (\$10.00) of the lawful money of Canada (the receipt and sufficiency whereof is hereby acknowledged), hereby grants unto B. C. Hydro in perpetuity the full and free right, liberty and statutory right of way for B. C. Hydro, its servants, agents and all others the licensees of B. C. Hydro:

- (a) To construct, erect, string, operate, or otherwise install, maintain, remove and replace poles with anchors, guy wires, brackets, crossarms, insulators, transformers and their several attachments and one or more lines of wire for the transmission and distribution of electric energy and for communication and television and aircraft warning purposes (all of which are hereinafter collectively called "the works") upon the portion described in Schedule II hereto (hereinafter called "the right of way area") of the land described in Schedule I hereto (hereinafter called "the land");

- (b) (i) To trim or fell all or any trees or growth now or hereafter on the right of way area;

APPROVED  
as to form only  
*[Signature]*  
Solicitor  
B. C. Hydro and  
Power Authority

HW9/18/35

Status: Registered

Doc #: EC65845

RCVD: 1989-07-10 RQST: 2021-11-11  
14.44.06

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SED

- (ii) To clear the right of way area and keep it cleared of all or any part of any trees or growth now or hereafter on the right of way area;
  - (iii) To clear the right of way area and keep it cleared of all or any part of any buildings or obstructions now or hereafter on the right of way area which might, in the opinion of B. C. Hydro, interfere with or endanger the installation, operation, maintenance, removal or replacement of or access to the works or any part thereof or the operation, use, maintenance or existence of which on the right of way area might, in the opinion of B. C. Hydro, create or increase any hazard to persons;
  - (c) Generally to do all acts necessary or incidental to the business of B. C. Hydro in connection with the foregoing.
2. The Owner hereby covenants with B. C. Hydro:
- (a) Not to make, place, erect, operate, use or maintain any building, structure, foundation, pavement, excavation, well, pile of material, obstruction, equipment, thing or inflammable substance, (hereinafter called "the Owner's works"), or to plant any growth upon the right of way area, if any such actions, in the opinion of B. C. Hydro:
    - (i) might interfere with or endanger the works or any part thereof or the installation, operation, maintenance, removal or replacement of the works or any part thereof; or
    - (ii) might obstruct access by B. C. Hydro's servants, agents or licensees to the works or any part thereof; or
    - (iii) might by the operation, use, maintenance or existence of the Owner's works on the right of way area create or increase any hazard to persons, vehicles or equipment;
  - (b) Not to carry out blasting or aerial logging operations on or adjacent to the right of way area unless permission in writing from B. C. Hydro has first been received, which permission shall not be unreasonably withheld;
  - (c) Not to diminish or substantially to add to the ground cover over such of the works as may be from time to time installed, operated or maintained below the surface of the right of way area and, in particular, without in any way limiting the generality of the foregoing, not to construct open drains or ditches along or across such of the works as may at any time be installed on or under the right of way area;

Status: Registered

Doc #: EC65845

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14.44.06

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SED

- (d) Not to do or knowingly permit to be done any act or thing which might in any way whatsoever interfere with or injure or endanger the works or any part thereof or impair the operating efficiency thereof or create or increase any hazard to persons.
3. B. C. Hydro hereby covenants with the Owner:
- (a) To pay compensation to the Owner for any damage to any buildings, crops, or improvements outside the right of way area caused by B. C. Hydro in the exercise of any of its rights hereunder and without negligence on the part of the Owner;
- (b) To pay all royalties, scaling fees and other charges which may be levied by the Crown against any timber that B. C. Hydro cuts on the land;
- (c) To pay compensation to the Owner for all merchantable timber cut or damaged on the land by B. C. Hydro in the exercise of any of its rights under this Agreement;
- (d) That it will, as soon as weather and soil conditions permit and insofar as it is practicable to do so, bury and maintain any underground works installed hereunder so as not to interfere with the drainage or ordinary cultivation and use of the land;
4. It is mutually agreed between the Owner and B. C. Hydro that:
- (a) Service wires for the transmission and distribution of electric energy and for communication and television purposes may be strung as required by B. C. Hydro over the land from the right of way area to buildings and structures on the land or on parcels of land immediately adjoining the land, and to street lights on public roads adjacent to the land;
- (b) The amount of any compensation payable under Paragraph 3 hereof shall be such as may be mutually agreed upon between the Owner and B. C. Hydro and in the event of disagreement as may be settled by arbitration pursuant to the Commercial Arbitration Act, but no such compensation shall be payable for any damage or cutting for which compensation has theretofore been paid;
- (c) The title to all timber cut on the land by B. C. Hydro in the exercise of its rights hereunder shall vest in B. C. Hydro;
- (d) This Agreement shall be construed as running with the land and that no part of the fee of the soil shall pass to or be vested in B. C. Hydro under or by this Agreement;

Status: Registered

Doc #: EC65845

RCVD: 1989-07-10 RQST: 2021-11-11 14.44.06

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SED

- (e) The expressions "Owner" and "B. C. Hydro" herein contained shall be deemed to include the executors, administrators, successors and assigns of such parties wherever the context so admits;
- (f) Where the expression "Owner" includes more than one person, all covenants herein on the part of the Owner shall be construed as being several as well as joint;
- (g) Wherever the singular and masculine are used in this Agreement they shall be construed as meaning the plural or the feminine or body corporate where the context or the parties hereto so require.

IN WITNESS WHEREOF the Owner has caused these presents to be executed as of the day and year first above written.

The Seal of MACMILLAN BLOEDEL )  
LIMITED was hereunto affixed )  
in the presence of: )

*[Signature]*  
\_\_\_\_\_  
AUTHORIZED SIGNATORY VICE-PRESIDENT

*[Signature]*  
\_\_\_\_\_  
AUTHORIZED SIGNATORY ASSOCIATE SECRETARY

SIGNED, ~~SEALED~~ AND DELIVERED )  
ON BEHALF OF BRITISH COLUMBIA )  
HYDRO AND POWER AUTHORITY in )  
the presence of: )

BRITISH COLUMBIA HYDRO AND  
POWER AUTHORITY by its  
attorneys in fact  
(DF Number EB52181)



*[Signature]*  
\_\_\_\_\_  
Name  
1st FLOOR - 970 BARRARD STREET  
VANCOUVER, B.C.  
V6Z 1Y3

*[Signature]*  
\_\_\_\_\_

Address  
\_\_\_\_\_  
Legal Services Secretary  
Occupation

*[Signature]*  
\_\_\_\_\_

(Witness as to both signatures)



Status: Registered

Doc #: EC65845

RCVD: 1989-07-10 RQST: 2021-11-11 14.44.06

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SED

SCHEDULE I

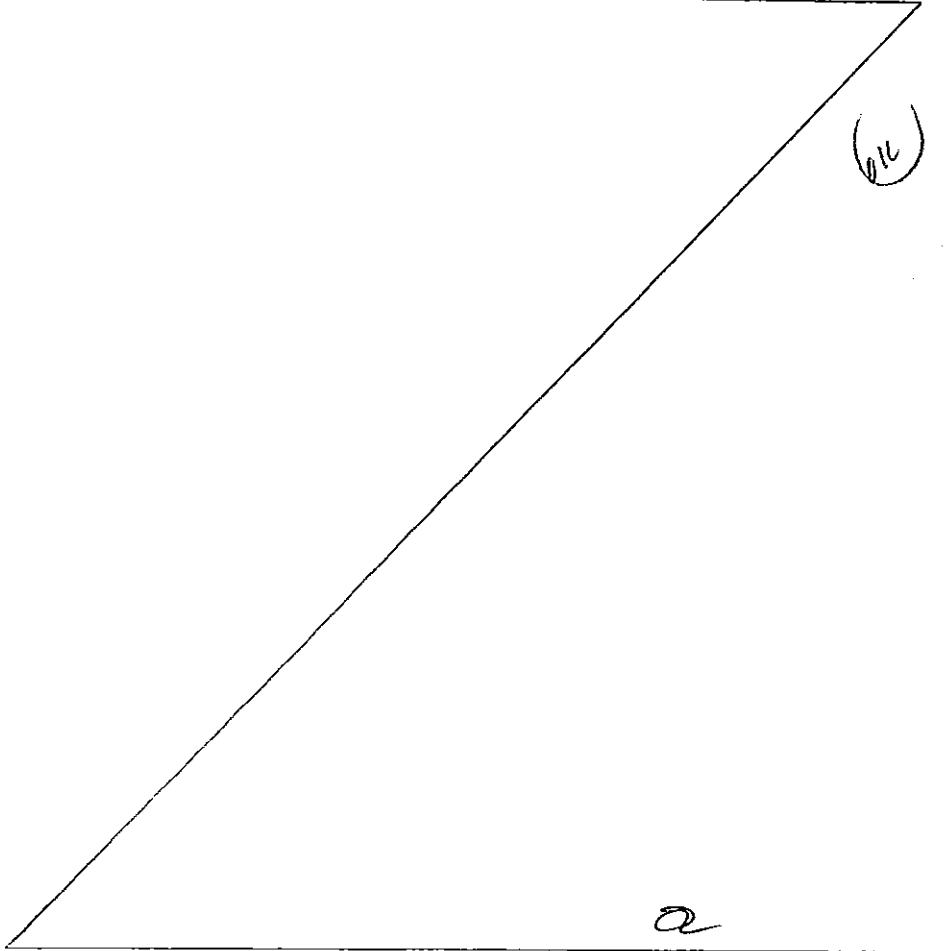
ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Gulf Islands Assessment District, in the Province of British Columbia, and more particularly known and described as:

Parcel Identifier: 004-976-240  
District Lot 9, Galiano Island,  
Cowichan District.

SCHEDULE II

All that portion of the land and premises described in Schedule I hereto, which said portion may be more particularly known and described as follows:

COMMENCING at the South-east corner of the land;  
THENCE 35 metres due north along the east Boundary of the land;  
THENCE due west a distance of 90 metres;  
THENCE due south a distance of 35 metres to the south boundary of the land;  
THENCE due east along the south boundary to the point of commencement.





Status: Registered

Doc #: EC65845

RCVD: 1989-07-10 RQST: 2021-11-11  
14.44.066  
**LAND TITLE ACT****FORM 6**

(Section 46)

**PROOF OF EXECUTION BY CORPORATION  
MacMILLAN BLOEDEL LIMITED**

I certify that on the 23<sup>rd</sup> day of *May*, 1989, at Vancouver in British Columbia, Claire-Marie Jadot, who is personally known to me, appeared before me and acknowledged to me that she is an authorized signatory of MacMillan Bloedel Limited and that she is the person who subscribed her name and affixed the seal of the corporation to the instrument, that she was authorized to subscribe her name and affix the seal to it, and that the corporation existed at the date the instrument was executed by the corporation.

In testimony of which I set my hand at Vancouver, British Columbia this 23<sup>rd</sup> day of *May*, 1989.



Clive V. Nylander,  
Corporate Solicitor  
A Commissioner for taking  
Affidavits for British Columbia

j06157a.cvn

Status: Registered

Doc #: EC65845

RCVD: 1989-07-10 RQST: 2021-11-11 14.44.06

LAND TITLE ACT

Form 4  
(Section 45(1)(a))

STATUTORY DECLARATION WHERE ATTORNEY IS NOT A CORPORATION

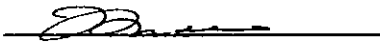
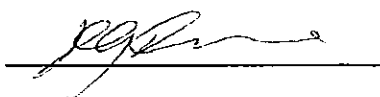
We, DAVID-PHILIP-SHIPMAN, HAJIME MAENO, DAMIAN JOSEPH DUNNE, of 970 Burrard Street, in the City of Vancouver, in the Province of British Columbia, solemnly declare that:

1. We are the attorneys for BRITISH COLUMBIA HYDRO AND POWER AUTHORITY under a power of attorney filed under the "Land Title Act".
2. We are the persons who subscribed the name of BRITISH COLUMBIA HYDRO AND POWER AUTHORITY and our names in the instrument as a transferor or signatory.
3. At the time of execution of the instrument the power of attorney had not been revoked by or on behalf of BRITISH COLUMBIA HYDRO AND POWER AUTHORITY, that BRITISH COLUMBIA HYDRO AND POWER AUTHORITY is legally entitled to hold and dispose of land in British Columbia, and we had not received any notice or information of the bankruptcy or dissolution of BRITISH COLUMBIA HYDRO AND POWER AUTHORITY.
4. We know the contents of the instrument and subscribed the name of BRITISH COLUMBIA HYDRO AND POWER AUTHORITY to it voluntarily as the free act of the transferor.

And we make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

Declared before me at )  
Vancouver, in British Columbia )  
this 05 day of )  
June, 19 89 )

  
(As to both signatures)

† A Commissioner for Taking Affidavits for British Columbia.

NOTE: There must also be compliance with section 43 or 44.

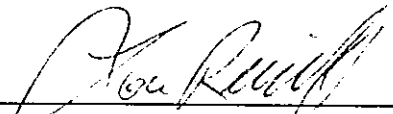
L. RILKOFF  
A Commissioner for taking  
Affidavits within British Columbia  
HPTAG73

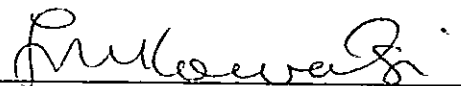
**Land Title Act**  
**Form 2**  
**(Sections 43(a) and 44(a))**  
**Affidavit of Witness**

I, LINDA MARY KOWALSKI, of 970 Burrard Street, Vancouver, in British Columbia, make oath and say:

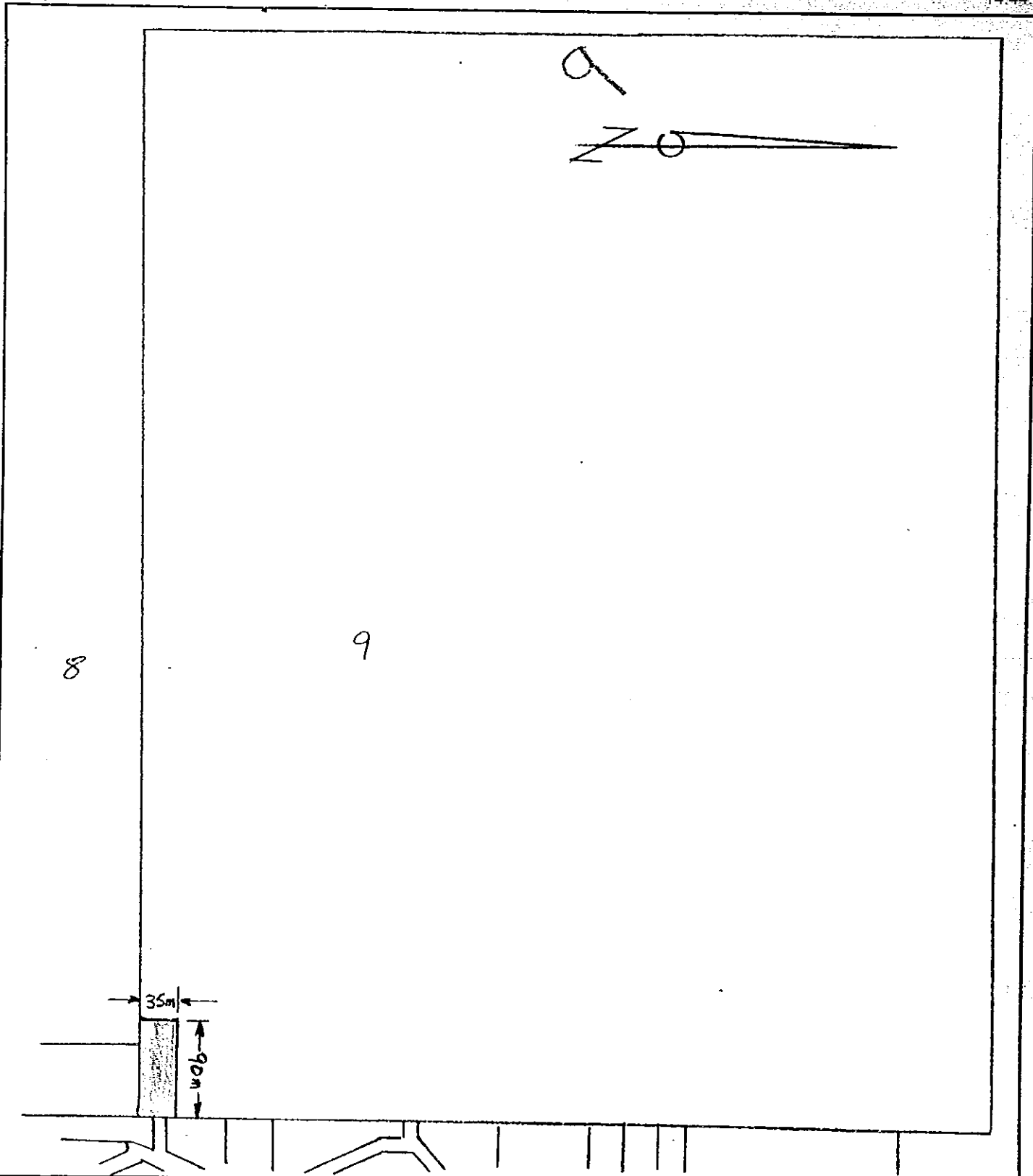
1. I was present and saw this instrument duly signed and executed by DAVID PHILIP SHIPMAN, HAJIME MAENO, DAMIAN JOSEPH DUNNE, the parties to it, for the purposes named in it.
2. The instrument was executed at Vancouver, B.C.
3. I know the parties, who are 19 years old or more.
4. I am the subscribing witness to the instrument and am 16 years old or more.

Sworn before me at Vancouver,  
 in British Columbia, this 05 day of )  
Tuesday, 19 89 . )

  
 \_\_\_\_\_  
 A Commissioner for Taking Affidavits  
 for British Columbia

  
 \_\_\_\_\_  
 Linda Mary Kowalski

**L. RILKOFF**  
 A Commissioner for taking  
 Affidavits within British Columbia



BRITISH COLUMBIA HYDRO AND POWER AUTHORITY				GULF ISLANDS POWER DISTRICT		
DES.		DATE		APPROVALS		RIGHT OF WAY OVER PART OF LOT 9 GALIANO ISLAND COWICHAN DIST.
DES. CH.					DATE	
DR.	J.H.M.	89-02-16				
DR. CH.						
SCALE: 1-5000			MICROFILMED			SHEET OF 1/1 DWG. NO. ESSI 9-89 R.

Status: Registered

Doc #: EC65845

RCVD: 1989-07-10 RQST: 2021-11-11

PROOF OF EXECUTION BY CORPORATION

14.44.06

I CERTIFY that on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_, in British Columbia,

(whose identity has been proved by the evidence on oath of \_\_\_\_\_

(state full name, address and occupation)

who is) personally known to me, appeared before me and acknowledged to me that he/she is the authorized signatory of MACMILLAN BLOEDEL LIMITED

and that he/she is the person who subscribed his/her name and affixed the seal of the corporation to the instrument, that he/she was authorized to subscribe his/her name and affix the seal to it, and that the corporation existed at the date the instrument was executed by the corporation.

IN TESTIMONY OF WHICH I set my hand and seal of office at \_\_\_\_\_, in British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

A Commissioner for Taking Affidavits for British Columbia  
A Notary Public in and for the Province of British Columbia

PROOF OF EXECUTION BY CORPORATION (D.V.A.)

I CERTIFY that on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at Ottawa, in Ontario, who is personally known to me, appeared before me and acknowledged to me that he is the authorized signatory of THE DIRECTOR, THE VETERANS' LAND ACT and that he is the person who subscribed his name and affixed the seal of the corporation to the instrument, that he was authorized to subscribe his name and affix the seal to it, and that the corporation existed at the date the instrument was executed by the corporation.

IN TESTIMONY OF WHICH I set my hand and seal of office at Ottawa, in Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

A Commissioner for Taking Affidavits for Ontario  
A Notary Public in and for the Province of Ontario

STATUTORY DECLARATION WHERE ATTORNEY IS NOT A CORPORATION

I, \_\_\_\_\_, of \_\_\_\_\_, in British Columbia, solemnly declare that:

1. I am the attorney for \_\_\_\_\_ under a power of attorney filed under the LAND TITLE ACT.
2. I am the person who subscribed the name of \_\_\_\_\_ and my name in the instrument as a transferor.
3. At the time of the execution of the instrument the power of attorney had not been revoked by or on behalf of \_\_\_\_\_ and I had not received any notice or information of the death, disability or bankruptcy of \_\_\_\_\_

OR, IF THE PRINCIPAL OF THE POWER OF ATTORNEY IS A CORPORATION, SUBSTITUTE FOR 3 ABOVE:  
3. At the time of execution of the instrument the power of attorney had not been revoked by or on behalf of \_\_\_\_\_ that \_\_\_\_\_ is legally entitled to hold and dispose of land in British Columbia, and I had not received any notice or information of the bankruptcy or dissolution of \_\_\_\_\_.

4. I know the contents of the instrument and subscribed the name of \_\_\_\_\_ to it voluntarily as the free act of the transferor.

And I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

Declared before me at \_\_\_\_\_, )  
in British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, )  
19\_\_\_\_. )

A Commissioner for Taking Affidavits  
for British Columbia  
A Notary Public in and for the  
Province of British Columbia

Status: Registered

Doc #: EC65845

RCVD: 1989-07-10 RQST: 2021-11-11

14.44.06

CERTIFICATE OF ACKNOWLEDGMENT OF TRANSFEROR

EC65845

I CERTIFY that on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ at \_\_\_\_\_, in British Columbia,

(whose identity has been proved by the evidence on oath of \_\_\_\_\_)

(state full name, address and occupation) who is) personally known to me, appeared before me and acknowledged to me that he/she/they is(are) the person(s) mentioned in this instrument as a transferor (or attorney of a transferor), that his/her/their name(s) is(are) subscribed to it, that he/she/they know(s) the contents of the instrument and executed it voluntarily, and is(are) of the age of 19 years or more.

IN TESTIMONY OF WHICH I set my hand and seal of office at \_\_\_\_\_, in British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

A Commissioner for Taking Affidavits for British Columbia  
A Notary Public in and for the Province of British Columbia

Properties Division  
British Columbia Hydro and  
Power Authority  
900 - 1045 Howe Street  
Vancouver, B. C. V6Z 2B1  
FILE: 571-1602.0(X316)  
PAB/mw 13 April 1989

STATUTORY RIGHT OF WAY

MACMILLAN BLOEDEL LIMITED  
and  
BRITISH COLUMBIA HYDRO AND  
POWER AUTHORITY

Dated \_\_\_\_\_ 19\_\_\_\_

AFFIDAVIT OF WITNESS

I, \_\_\_\_\_ of \_\_\_\_\_, in British Columbia, make oath and say:

- 1. I was present and saw this instrument duly signed and executed by the party(ies) to it, for the purposes named in it.
2. The instrument was executed at \_\_\_\_\_
3. I know the party(ies), who is(are) 19 years old or more.
4. I am the subscribing witness to the instrument and am 16 years old or more.

Sworn before me at \_\_\_\_\_, in British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

A Commissioner for Taking Affidavits for British Columbia  
A Notary Public in and for the Province of British Columbia

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EE21651 →

91 MR 18 14 418

← EE021523 To +651

RECEIVED  
LAND TITLE OFFICE  
VICTORIA

LAND TITLE ACT  
FORM C  
(Section 219.9)  
Province of British Columbia

129 11 15

GENERAL DOCUMENT

43 x 3

PAGE 1 of 24 pages

1. APPLICATION:

Signature of Solicitor

Warren Harold Downs Pacific Coast Title Search  
Davis & Company (Victoria) Ltd.  
2800-666 Burrard Street  
Vancouver, BC, V6C 2Z7 687-9444

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND: 03/18/91 A61086 CHG 4 6450.00  
SEE SCHEDULE SEE SCHEDULE

3. NATURE OF INTEREST:\*

Description	Document Reference	Person Entitled to Interest
Easement	Section 3	Transferee
Rent Charge	Section 13	Transferor
Rent Charge	Section 14	Transferee

Inc. No.  
247.324

4. TRANSFEROR(S):\* MACMILLAN BLOEDEL LIMITED


5. TRANSFEREE(S):\* MACMILLAN BLOEDEL LIMITED, 1075 West Georgia Street, Vancouver, British Columbia, V6E 3R9

6. EXECUTION(S):\*\* By signing this document you are affecting the land in the manner described in Item 3.

Officer Signature(s)

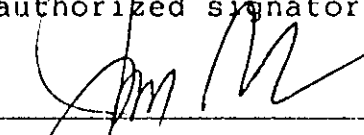

Execution Date

Party(ies) Signature(s)  
(ALL SIGNATURES TO BE IN BLACK INK)

  
 \_\_\_\_\_  
 GEOFFREY E. MYNETT  
 (Print Name)  
 1075 WEST GEORGIA STREET  
 VANCOUVER, B.C. V6E 3R9  
 (Address)  
 A Commissioner for Land Title  
 for British Columbia  
 (Occupation)  
 (as to both signatures)

Y	M	D
91	3	4

MacMillan Bloedel Limited by its authorized signatories

  
 \_\_\_\_\_  
 JAMES C. FINKBEINER  
  
 \_\_\_\_\_  
 CLAIRE-MARIE JACOB

REGISTERED ON APPLICATION RECEIVED ON THE DAY AND TIME WHICH BEGINS HEREON  
 K.D. JACQUES, Registrar  
 Victoria Land Title Office

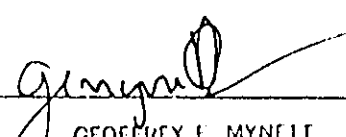
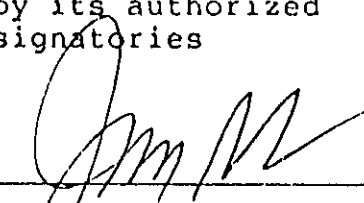
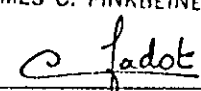
OFFICER CERTIFICATION:

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.

2

LAND TITLE ACT  
FORM D

EXECUTIONS CONTINUED

<u>Officer Signature(s)</u>	<u>Execution Date</u>	<u>Transferor/Borrower/Party Signature(s)</u>						
 _____ GEOFFREY E. MYNEIT (Print Name) 1075 WEST GEORGIA STREET VANCOUVER, B.C. V6E 3R9 (Address) <input checked="" type="checkbox"/> Commissioner for taking Affidavits <input type="checkbox"/> for British Columbia (Occupation)	<table border="1"> <thead> <tr> <th>Y</th> <th>M</th> <th>D</th> </tr> </thead> <tbody> <tr> <td>91</td> <td>3</td> <td>4</td> </tr> </tbody> </table>	Y	M	D	91	3	4	(ALL SIGNATURES TO BE IN BLACK INK) MacMillan Bloedel Limited by its authorized signatories  _____ JAMES C. FINKBEINER  _____ CLAIRE-MARIE JADOT
Y	M	D						
91	3	4						

**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.



LAND TITLE ACT  
FORM E

SCHEDULE

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM OR GENERAL DOCUMENT FORM.

PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND

(PID)	(LEGAL DESCRIPTION OF LAND)
/ 004-976-240	✓ District Lot 9, Galiano Island, Cowichan District;
/ 004-976-274	✓ District Lot 10, Galiano Island, Cowichan District;
/ 009-621-962	✓ District Lot 19, Galiano Island, Cowichan District;
/ 009-622-012	✓ District Lot 21, Galiano Island, Cowichan District;
/ 004-976-291	✓ District Lot 22, Galiano Island, Cowichan District;
/ 009-622-071	District Lot 24, Galiano Island, Cowichan District;
/ 009-622-144	✓ District Lot 25, Galiano Island, Cowichan District;
/ 001-273-621	✓ District Lot 28, Galiano Island, Cowichan District;
/ 001-273-639	✓ District Lot 30, Galiano Island, Cowichan District;
/ 001-273-647	✓ District Lot 31, Galiano Island, Cowichan District;
/ 001-273-655	District Lot 32, Galiano Island, Cowichan District;
/ 009-622-209	District Lot 34, Galiano Island, Cowichan District;
009-622-527	✓ District Lot 37, Galiano Island, Cowichan District;
/ 009-622-608	✓ District Lot 39, Galiano Island, Cowichan District;
/ 009-622-616	✓ District Lot 40, Galiano Island, Cowichan District;

LAND TITLE ACT  
FORM E

SCHEDULE

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM OR GENERAL DOCUMENT FORM.

PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND

(PID)	(LEGAL DESCRIPTION OF LAND)
/ 006-562-361	✓ District Lot 44, Galiano Island, Cowichan District;
006-562-949	✓ District Lot 45, Galiano Island, Cowichan District;
/ 006-562-965	✓ District Lot 46, Galiano Island, Cowichan District;
/ 006-562-981	✓ District Lot 47, Galiano Island, Cowichan District;
/ 009-081-780	District Lot 48, Galiano Island, Cowichan District;
/ 009-081-810	District Lot 52, Galiano Island, Cowichan District;
/ 009-624-783	✓ District Lot 53, Galiano Island, Cowichan District;
/ 009-624-821	✓ District Lot 54, Galiano Island, Cowichan District;
. 009-624-881	✓ District Lot 59, Galiano Island, Cowichan District;
. 009-624-911	✓ District Lot 63, Galiano Island, Cowichan District;
/ 009-624-953	✓ District Lot 65, Galiano Island, Cowichan District;
/ 009-624-996	✓ District Lot 68, Galiano Island, Cowichan District;
/ 009-625-020	District Lot 69, Galiano Island, Cowichan District;
/ 009-625-046	✓ District Lot 70, Galiano Island, Cowichan District;

LAND TITLE ACT  
FORM E

SCHEDULE

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM OR GENERAL DOCUMENT FORM.

PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND

(PID)	(LEGAL DESCRIPTION OF LAND)
/ 009-625-062	✓ District Lot 71, Galiano Island, Cowichan District;
/ 009-625-089	District Lot 72, Galiano Island, Cowichan District;
/ 009-625-127	✓ District Lot 78, Galiano Island, Cowichan District;
/ 009-625-151	✓ District Lot 79, Galiano Island, Cowichan District;
/ 009-625-194	District Lot 80, Galiano Island, Cowichan District;
/ 009-625-216	District Lot 81, Galiano Island, Cowichan District;
/ 009-625-259	✓ District Lot 85, Galiano Island, Cowichan District;
/ 008-015-961	✓ District Lot 86, Galiano Island, Cowichan District;
/ 009-625-411	District Lot 87, Galiano Island, Cowichan District;
008-015-988	✓ District Lot 92, Galiano Island, Cowichan District;
/ 008-015-996	✓ District Lot 93, Galiano Island, Cowichan District;
/ 008-016-003	✓ District Lot 94, Galiano Island, Cowichan District;
/ 009-625-658	✓ District Lot 95, Galiano Island, Cowichan District;
/ 009-621-822	✓ District Lot 16, Galiano Island, Cowichan District, Except Part in Plan 22128;

LAND TITLE ACT  
FORM E

SCHEDULE

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM OR GENERAL DOCUMENT FORM.

PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND

(PID)	(LEGAL DESCRIPTION OF LAND)
009-622-497	That part of District Lot 29, Galiano Island, Cowichan District, Lying South Westerly of a straight line joining the South East Corner of District Lot 31, Galiano Island, Cowichan District, with the South East Corner of said District Lot 29, to which Parcel of Land the Registrar hereby assigns the distinguishing letter "A";
008-520-038	Lot 36, Galiano Island, Cowichan District;
009-622-535	✓ District Lot 38, Galiano Island, Cowichan District, Except Part in Plan 1618 RW;
004-606-418	Lot 73, Galiano Island, Cowichan District;
004-606-442	✓ Lot 76, Galiano Island, Cowichan District;
004-606-477	Lot 77, Galiano Island, Cowichan District;
008-015-970	✓ District Lot 88, Galiano Island, Cowichan District, Except Part in Plan 27287; and
009-622-560	✓ The North 14.15 Chains of the East 14.15 Chains of District Lot 41, Galiano Island, Cowichan District.

THIS AGREEMENT made as of the 22nd day of February, 1991.

BETWEEN:

MACMILLAN BLOEDEL LIMITED, a British Columbia corporation of 1075 West Georgia Street, Vancouver, British Columbia, V6E 3R9 (Amalgamation No. 247324)

(the "Grantor")

OF THE FIRST PART

AND:

MACMILLAN BLOEDEL LIMITED, a British Columbia corporation of 1075 West Georgia Street, Vancouver, British Columbia, V6E 3R9 (Amalgamation No. 247324)

(the "Grantee")

OF THE SECOND PART

WHEREAS:

A. The Grantor is the registered owner in fee simple of the lands and premises more particularly known and described as:

District Lots 9, 10, 19, 21, 22, 24, 25, 28, 30, 31, 32, 34, 37, 39, 40, 44, 45, 46, 47, 48, 52, 53, 54, 59, 63, 65, 68, 69, 70, 71, 72, 78, 79, 80, 81, 85, 86, 87, 92, 93, 94 and 95, Galiano Island, Cowichan District (each of the above District Lots is hereinafter referred to individually by its distinguishing number);

District Lot 16, Galiano Island, Cowichan District, Except Part in Plan 22128 ("16");

That Part of District Lot 29, Galiano Island, Cowichan District, Lying South Westerly of a straight line joining the South East Corner of District Lot 31, Galiano Island, Cowichan District, with the South East Corner of said District Lot 29, to which Parcel of Land the Registrar hereby assigns the distinguishing letter "A" ("Parcel A");

Lot 36, Galiano Island, Cowichan District ("36");

District Lot 38, Galiano Island, Cowichan District, Except Part in Plan 1618 RW ("38");

Lot 73, Galiano Island, Cowichan District ("73");

Lot 76, Galiano Island, Cowichan District ("76");

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Page: 8

Lot 77, Galiano Island, Cowichan District ("77");

District Lot 88, Galiano Island, Cowichan District,  
Except Part in Plan 27287 ("88"); and

The North 14.15 Chains of the East 14.15 Chains of  
District Lot 41, Galiano Island, Cowichan District  
("41");

(collectively the "Lots");

B. The Grantor wishes to grant easements over certain of the Lots for the benefit of other of the Lots on the terms and conditions set out in this Agreement.

NOW THIS AGREEMENT WITNESSETH that in consideration of the sum of one dollar and other good and valuable consideration now paid by the Grantee to the Grantor (the receipt of which is hereby acknowledged) the parties covenant and agree as follows:

1. Definitions

In this Agreement, unless there is something in the subject matter or context inconsistent therewith, the terms defined in this Section or elsewhere herein shall have the respective meanings ascribed thereto in this Section or elsewhere herein:

- (a) "Arrears" means either any Indebtedness (or any portion thereof) or any Grantee's Construction Expenses (or any portion thereof), as the case may be, that is not paid within 365 days of the demand therefor being made upon the party obligated to pay the same in accordance with the terms hereof;
- (b) "Dominant Lot" means any lot listed in Column I of Section 2;
- (c) "Grantee" includes any owner from time to time of any Dominant Lot;
- (d) "Grantee's Construction Expenses" means any reasonable expenses incurred by the Grantee (including an administrative fee of 5% of such expenses) in constructing a New Roadway;
- (e) "Grantor" includes any owner from time to time of any Servient Lot;
- (f) "Grantor's Construction Expenses" means the reasonable expenses incurred by the Grantor (including an administrative fee of 5% of such expenses) in constructing a New Roadway;
- (g) "Indebtedness" means, any indebtedness incurred by the Grantee hereunder and includes the Maintenance Expenses and the Grantor's Construction Expenses;

- a
- (h) "Maintenance Expenses" means the reasonable expenses incurred by the Grantor (including an administrative fee of 5% of such expenses) in maintaining a Roadway pursuant to Section 10;
- (i) "New Roadway" means a roadway to be constructed on a Servient Lot to a standard comparable to that of similar private roadways on Galiano Island and that adjoins any existing roadway or trail on any Dominant Lot corresponding to that Servient Lot;
- (j) "Rent Charge" has the meaning ascribed thereto in Subsection 13(a) or Section 14, as the case may be;
- (k) "Roadway" means any existing roadway or trail situate on any Servient Lot and includes any New Roadway and any existing roadway or trail situate on any Servient Lot that is relocated pursuant to Section 7; and
- (l) "Servient Lot" means any servient lot listed in Column II of Section 2.

2. Dominant and Servient Lots

The Grantor covenants, agrees and declares that District Lot 9 will be the Dominant Lot in respect of District Lots 10 and 22 which will be the Servient Lots of Lot 9 and in the same manner with the necessary changes the following Dominant Lots will be in the same relationship to the following Servient Lots, namely:

<u>COLUMN I</u>	<u>COLUMN II</u>
<u>Dominant Lot</u>	<u>Servient Lot(s)</u>
9	10 and 22
22	9 and 10
24	19, 21 and 25
25	19
21	10
34	19 and 25
Parcel A	28 and 31
30	31
28	31
32	16 and 28
36	30, 31 and 37
37	30 and 31
38	30, 31 and 47
40	41
39	37, 38, 40 and 41
44	37, 38, 40 and 41
45	37, 38, 39, 40 and 41
46	37, 38, 39, 40, 41 and 45
47	37, 38, 39, 40, 41, 45 and 46

48	37, 38, 40, 41, 44 and 45
52	37, 38, 39, 40, 41, 45, 46, 47 and 53
53	54, 59 and 63
54	59 and 63
59	63
65	63
69	63, 65 and 68
70	78, 79, 85 and 88
71	70, 78, 79, 85 and 88
72	63, 65, 68 and 69
73	68
76	68, 72 and 73
77	70, 71, 78, 79, 85 and 88
78	79, 85 and 88
79	85 and 88
80	79, 85 and 88
81	68, 72, 73 and 76
85	88
86	85 and 88
87	88
92	85, 86 and 88
93	85, 86, 88 and 92
94	85, 86, 92, 93 and 95
95	85, 86, 88, 92, 93 and 94

### 3. Grant of Easement

The Grantor grants unto the Grantee for the use and benefit of each Dominant Lot the non-exclusive right and liberty at all times in common with the Grantor and all others having a like right, for the Grantee, its servants, agents and those authorized by it at all times with and without vehicles and equipment to enter upon any corresponding Servient Lot for the purposes of access to and egress from the corresponding Dominant Lot.

### 4. Agency

The Grantor hereby irrevocably appoints the Grantee its agent for the purpose of exercising the rights of the Grantee hereunder.

### 5. Term of Easement

Subject to the terms of this Agreement, the Grantee will be entitled to the benefit of this easement in perpetuity.

### 6. Use of Servient Lands by Grantee

Provided always that the Grantee and its servants, agents and those authorized by it will:

- (a) not make use of any portion of any Servient Lot other than the portion thereof comprising a Roadway;



- (b) not use any Servient Lot for any purpose other than as set out in this Agreement and without restricting the generality of the foregoing, the Grantee and its servants, agents and those authorized by it will not obstruct or interfere or permit any person claiming under it to obstruct or interfere unnecessarily with the use of any Servient Lot by the Grantor, its servants, agents, tenants, invitees and licensees and others having like rights over that Servient Lot except as may reasonably be required to exercise the rights granted to the Grantee under this Agreement;
- (c) if it utilizes any Servient Lot for the purposes set forth in Subsection 9(b):
- (i) use that Servient Lot in a careful and prudent manner in order to cause no unnecessary damage or disturbance to the Grantor or any improvement on that Servient Lot;
  - (ii) rake up all rubbish and debris it creates in order to leave that Servient Lot in a reasonably neat and clean condition; and
  - (iii) exercise the utmost care not to damage that Servient Lot or any improvement on that Servient Lot and if the Grantee should cause any such damage, restore that Servient Lot or the improvements thereon to as close to their pre-damaged condition as is reasonably practical with reasonable dispatch.

7. Grantor's Covenants

The Grantor covenants with the Grantee that with respect to any Roadway, the Grantor will not disturb, damage, discontinue or remove the same or otherwise so conduct itself as to disrupt or interfere with the use of the Roadway without first giving notice of its intentions in that behalf to the Grantee and failing the parties agreeing on some other location for the Roadway, the Grantor will at its expense and so as to continue the Grantee's use of the Roadway, relocate the Roadway, provided that it will in the discharge of its obligations herein be entitled to effect such relocation on the Servient Lot at such place and in such manner as will incur the minimum expense to it and if the Grantee requires such relocation to be in another place, and the Grantor agrees to such relocation, then the Grantee will be responsible for any additional expense over such minimum expense as would have been incurred in such other location.

8. Grantee's Covenants

The Grantee covenants with the Grantor:

- (a) not to do or knowingly permit to be done any act or thing which may, in the reasonable opinion of the Grantor, in any way whatsoever interfere with the use of or injure any Servient Lot or any improvements existing thereon, or impair the operating efficiency thereof; and
- (b) to observe, perform and comply with all of the terms, covenants and conditions of this Agreement on its part contained.

9. Right to Construct

To the extent that there is not an existing roadway or trail located on any Servient Lot:

- (a) the Grantor, being the owner of that Servient Lot, will be entitled to construct a New Roadway on that Servient Lot. The Grantor will first give notice of its intentions in that behalf to any Grantee, being the owner of any Dominant Lot corresponding to that Servient Lot, and failing the parties agreeing on the location of the New Roadway the issue will be determined by arbitration in accordance with the provisions of Section 18. The Grantor will in the discharge of its obligations herein effect such construction on the Servient Lot at such place and in such manner as will incur the minimum expense to it and if the Grantee requires such New Roadway to be in another place, and the Grantor agrees to same, then the Grantee will be responsible for any additional expense over such minimum expense as would have been incurred in such other location. The Grantor will keep proper records of the Grantor's Construction Expenses and will be entitled to be reimbursed therefor as follows:
  - (i) any Grantee, being the owner of any Dominant Lot corresponding to that Servient Lot will be responsible for and will pay its pro rata portion, as set forth in Subsection 9(a)(iii), of the Grantor's Construction Expenses within 15 days after receipt of an invoice therefor;
  - (ii) any Grantee, being the owner of any corresponding Dominant Lot, receiving an invoice pursuant to Subsection 9(a)(i) will be entitled to cause the Grantor's records of

the Grantor's Construction Expenses to be audited from time to time which will be at the cost of the Grantee requesting such audit except that the Grantor will bear the cost of any such audit which indicates that the Grantor's Construction Expenses claimed were 5% or more greater than the expenses actually incurred; and

- (iii) the pro rata portion of the Grantor's Construction Expenses payable by each such Grantee will be determined by dividing the total of the Grantor's Construction Expenses by the total number of the Dominant Lots that correspond to the Servient Lot upon which the constructed New Roadway is constructed plus one;
- (b) any Grantee, being the owner of any Dominant Lot, will be entitled to construct a New Roadway on any Servient Lot corresponding to that Dominant Lot. The Grantee will first give notice of its intentions in that behalf to any Grantor, being the owner of any Servient Lot corresponding to that Dominant Lot, and failing the parties agreeing on the location of the New Roadway the issue will be determined by arbitration in accordance with the provisions of Section 18. The Grantee will in the discharge of its obligations herein effect such construction on the Servient Lot at such place and in such manner as will incur the minimum expense to it and if the Grantor requires such New Roadway to be in another place, and the Grantee agrees to same, then the Grantor will be responsible for any additional expense over such minimum expense as would have been incurred in such other location. The Grantee will keep proper records of the Grantee's Construction Expenses and will be entitled to be reimbursed therefor as follows:
- (i) any Grantee, being the owner of any Dominant Lot corresponding to that Servient Lot and the owner of that Servient Lot will be responsible for and will pay its pro rata portion, as determined in accordance with Subsection 9(b)(iii), of the Grantee's Construction Expenses within 15 days of receipt of an invoice therefor;
- (ii) any Grantee, being the owner of any Dominant Lot corresponding to that Servient Lot, and the owner of that Servient Lot receiving an invoice pursuant to Subsection 9(b)(i) will be entitled to cause the Grantee's records of

the Grantee's Construction Expenses to be audited from time to time which will be at the cost of the party requesting such audit except that the Grantee constructing the New Roadway will bear the cost of any audit which indicates that the Grantee's Construction Expenses claimed were 5% or more greater than actual expenses; and

- (iii) the pro rata portion of the Grantee's Construction Expenses payable by each such Grantee and the owner of that Servient Lot will be determined by dividing the total of the Grantee's Construction Expenses by the total number of the Dominant Lots that correspond to the Servient Lot upon which the New Roadway is constructed plus one.

10. Maintenance of Road

Subject always to Subsection 6(b) and Section 12 the Grantor, being the owner of any Servient Lot, will maintain and keep any Roadway situate on that Servient Lot free of refuse and in a state of reasonable repair, reasonable wear and tear that does not adversely affect the use of the Roadway excepted, and such maintenance and repair will be at least to a standard comparable to that of similar private roads on Galiano Island.

11. Maintenance Expenses

The Grantor will keep proper records of all Maintenance Expenses and will be entitled to be reimbursed therefor as follows:

- (a) any Grantee, being the owner of any Dominant Lot corresponding to the Servient Lot to which the Maintenance Expenses relate will be responsible for and will pay its pro rata portion of such Maintenance Expenses within 15 days after receipt of an invoice therefor;
- (b) the Grantor may estimate anticipated Maintenance Expenses and require each such Grantee to pay its share of such estimate by way of monthly instalments, subject to annual adjustment upon determination of the actual Maintenance Expenses for each year;
- (c) any such Grantee will be entitled to cause the Grantor's records of Maintenance Expenses to be audited from time to time which will be at the cost of the Grantee requesting such audit except that the Grantor will bear the cost of any audit which indicates that the Maintenance Expenses claimed

were 5% or more greater than actual Maintenance Expenses; and

- (d) the pro rata portion of the Maintenance Expenses payable by each such Grantee will be determined by dividing the total of the Maintenance Expenses by the total number of Dominant Lots corresponding to the Servient Lot to which the Maintenance Expenses relate plus one.

12. Consent to Maintenance Expenses

Prior to incurring any Maintenance Expenses in excess of five hundred dollars (\$500) in any year the Grantor will first request the written consent thereto of any Grantee, being the owner of any Dominant Lot corresponding to the Servient Lot to which those Maintenance Expenses relate, which consent will not be unreasonably withheld. In the event of a dispute between the parties as to whether the written consent of any one or more of the parties hereto has been unreasonably withheld, the parties agree to submit the dispute to arbitration in accordance with the provisions of Section 18.

13. Rent Charge

- (a) The Grantee, on behalf of itself and all persons deriving title to any Dominant Lot or any portion thereof, it being the intention and agreement of the Grantee that the provisions hereof be annexed to and run with and be a charge upon each Dominant Lot, from and after the date hereof, hereby charges each of the Dominant Lots with payment of all Indebtedness such charge to constitute a rent charge (the "Rent Charge") against each Dominant Lot and each and every portion thereof to be charged upon and issuing out of each Dominant Lot and each and every portion thereof with the easements, rights and appurtenances thereto belonging to hold, receive and take the Rent Charge unto the Grantor.
- (b) The Grantee covenants with the Grantor that the Grantee and all persons deriving title to a Dominant Lot or any portion thereof will at all times hereafter pay to the Grantor the Indebtedness secured by the Rent Charge at the times and in the manner herein mentioned for payment thereof; and the Rent Charge will run with each Dominant Lot and be binding upon the owner for the time being of each Dominant Lot and each Dominant Lot will be and remain at all times charged therewith.

- (c) The Grantee covenants with the Grantor to pay to the federal, provincial or municipal authority imposing the same, all service, business transfer, transaction value, goods and services, ad valorem, sales or other taxes by whatever name called, if any, assessed upon and as a direct result of the payment of the Indebtedness hereunder as often as such taxes become due and whether or not such taxes are applicable on the date of the execution of this Agreement or become applicable thereafter. In the event that such taxes are by statute, bylaw or regulation imposed upon or payable by the Grantor as recipient of the Indebtedness, the Grantee will reimburse the Grantor for the full amount of such taxes within thirty (30) days of such taxes becoming due.
- (d) It is agreed between the Grantor and the Grantee that if the Indebtedness secured by the Rent Charge, or any portion thereof, relating to any Dominant Lot, becomes Arrears, the Grantor, being the owner of any Servient Lot to which the Arrears relate, may have recourse to any or all of the following remedies from time to time so as to recover and compel payment of the Arrears and all costs, charges and expenses which may be incurred in respect of the collection of the Arrears (including, without limitation, all solicitors' charges between solicitor and client) whether or not any action or other judicial proceeding to enforce such payment has been taken. All Arrears will bear interest on the amount outstanding from time to time from the date due until paid in full at a rate equal to the rate of interest designated by Canadian Imperial Bank of Commerce as its prime rate from time to time plus three percent per annum, calculated daily and compounded monthly and all such interest on Arrears will be a charge upon that Dominant Lot in the same manner as the Indebtedness. The Grantor will have all the remedies for the collection of such interest, if unpaid after demand, as in the case of Arrears, but this stipulation for interest will not prejudice or affect any other remedy of the Grantor under this Agreement. The Grantor will have the right with respect to that Dominant Lot to:
- (i) terminate the easement granted pursuant to Section 3 in favour of the Grantee and/or benefitting that Dominant Lot;
  - (ii) obtain judgment against the Grantee or owner for the time being of that Dominant Lot for the Arrears and such interest, costs, charges and expenses;

- (iii) levy distress for the Arrears and such interest, costs, charges and expenses upon that Dominant Lot;
- (iv) enter and take possession of that Dominant Lot and apply the income from that Dominant Lot against what is owing to the Grantor and upon the Grantor recovering what is owing to it, it will let the Grantee or owner for the time being of that Dominant Lot back into possession;
- (v) seek appointment of a receiver for that Dominant Lot who may receive income therefrom and apply such income to what is owing to the Grantor and to otherwise deal with that Dominant Lot as a receiver;
- (vi) on thirty days notice, lease or sell that Dominant Lot. And provided also that in case default be made in payment of the Arrears for three months after any payment falls due, the said powers of leasing or selling or any of them may be acted upon without any notice by the Grantor. And also that any contract of sale made under the said power may be varied or rescinded. And also that the Grantor may buy in and resell that Dominant Lot or any part thereof without being responsible for any loss or deficiency on resale or expense thereby incurred. Provided that such sale may be either by public auction or private sale, and either for cash or on credit, or part cash and part credit and at such sale the whole or any part or parts of that Dominant Lot may be sold. And on any sale, time for payment may be given and special conditions may be made, and the cost of any abortive sale will become a charge upon that Dominant Lot, and the Grantor may tack them to the Rent Charge. PROVIDED that the purchaser will in no case be bound to ascertain that the default has happened under which the Grantor claims to lease or sell, and that the remedy of the Grantee or owner for the time being of that Dominant Lot will be in damages only, and the sale under the said powers will not be affected. And on any sale the Grantee or owner for the time being of that Dominant Lot hereby constitutes the Grantor as its attorney to make such conveyance or conveyances and the purchaser will acquire title to that Dominant Lot subject to the terms of this Agreement and will be required to enter into a written

agreement with the Grantor on the same terms and conditions as herein contained;

- (vii) apply to the Court for a judicial sale of that Dominant Lot. And on any sale, the purchaser will acquire title to that Dominant Lot subject to the terms of this Agreement and will be required to enter into a written agreement with the Grantor on the same terms and conditions as herein contained;
- (viii) compel a mortgage of that Dominant Lot; and
- (ix) prove a claim upon a bankruptcy of or a winding up of the Grantee or owner for the time being of that Dominant Lot, as the case may be.

14. Rent Charge in Favour of Grantee

- (a) The Grantor, on behalf of itself and all persons deriving title to any Servient Lot or any portion thereof, it being the intention and agreement of the Grantor that the provisions hereof be annexed to and run with and be a charge upon each Servient Lot, from and after the date hereof, hereby charges each of the Servient Lots with payment of all of the Grantee's Construction Expenses such charge to constitute a rent charge (the "Rent Charge") against each Servient Lot and each and every portion thereof to be charged upon and issuing out of each Servient Lot and each and every portion thereof with the easements, rights and appurtenances thereto belonging to hold, receive and take the Rent Charge unto the Grantee.
- (b) The Grantor covenants with the Grantee that the Grantor and all persons deriving title to a Servient Lot or any portion thereof will at all times hereafter pay to the Grantee the Grantee's Construction Expenses secured by the Rent Charge at the times and in the manner herein mentioned for payment thereof; and the Rent Charge will run with each Servient Lot and be binding upon the owner for the time being of each Servient Lot and each Servient Lot will be and remain at all times charged therewith.
- (c) The Grantor covenants with the Grantee to pay to the federal, provincial or municipal authority imposing the same, all service, business transfer, transaction value, goods and services, ad valorem, sales or other taxes by whatever name called, if any, assessed upon and as a direct result of the



payment of the Grantee's Construction Expenses hereunder as often as such taxes become due and whether or not such taxes are applicable on the date of the execution of this Agreement or become applicable thereafter. In the event that such taxes are by statute, bylaw or regulation imposed upon or payable by the Grantee as recipient of the Grantee's Construction Expenses, the Grantor will reimburse the Grantee for the full amount of such taxes within thirty (30) days of such taxes becoming due.

- (d) It is agreed between the Grantee and the Grantor that if the Grantee's Construction Expenses secured by the Rent Charge, or any portion thereof, relating to any Servient Lot, become Arrears, the Grantee, being the owner of the Dominant Lot corresponding to that Servient Lot may have recourse to any or all of the following remedies from time to time so as to recover and compel payment of the Arrears and all costs, charges and expenses which may be incurred in respect of the collection of the Arrears (including, without limitation, all solicitors' charges between solicitor and client) whether or not any action or other judicial proceeding to enforce such payment has been taken. All Arrears will bear interest on the amount outstanding from time to time from the date due until paid in full at a rate equal to the rate of interest designated by Canadian Imperial Bank of Commerce as its prime rate from time to time plus three percent per annum, calculated daily and compounded monthly and all such interest on Arrears will be a charge upon that Servient Lot in the same manner as the Grantee's Construction Expenses. The Grantee will have all the remedies for the collection of such interest, if unpaid after demand, as in the case of Arrears, but this stipulation for interest will not prejudice or affect any other remedy of the Grantee under this Agreement. The Grantee will have the right with respect to that Servient Lot to:
- (i) obtain judgment against the Grantor or owner for the time being of that Servient Lot for the Arrears and such interest, costs, charges and expenses;
  - (ii) levy distress for the Arrears and such interest, costs, charges and expenses upon that Servient Lot;
  - (iii) enter and take possession of that Servient Lot and apply the income from that Servient Lot

against what is owing to the Grantee and upon the Grantee recovering what is owing to it, it will let the Grantor or owner for the time being of that Servient Lot back into possession;

- (iv) seek appointment of a receiver for that Servient Lot who may receive income therefrom and apply such income to what is owing to the Grantee and to otherwise deal with that Servient Lot as a receiver;
- (v) on thirty days notice, lease or sell that Servient Lot. And provided also that in case default be made in payment of the Arrears for three months after any payment falls due, the said powers of leasing or selling or any of them may be acted upon without any notice by the Grantee. And also that any contract of sale made under the said power may be varied or rescinded. And also that the Grantee may buy in and resell that Servient Lot or any part thereof without being responsible for any loss or deficiency on resale or expense thereby incurred. Provided that such sale may be either by public auction or private sale, and either for cash or on credit, or part cash and part credit and at such sale the whole or any part or parts of that Servient Lot may be sold. And on any sale, time for payment may be given and special conditions may be made, and the cost of any abortive sale will become a charge upon that Servient Lot, and the Grantee may tack them to the Rent Charge. PROVIDED that the purchaser will in no case be bound to ascertain that the default has happened under which the Grantee claims to lease or sell, and that the remedy of the Grantor or owner for the time being of that Servient Lot will be in damages only, and the sale under the said powers will not be affected. And on any sale the Grantor or owner for the time being of that Servient Lot hereby constitutes the Grantee as its attorney to make such conveyance or conveyances and the purchaser will acquire title to that Servient Lot subject to the terms of this Agreement and will be required to enter into a written agreement with the Grantee on the same terms and conditions as herein contained;
- (vi) apply to the Court for a judicial sale of that Servient Lot. And on any sale, the purchaser

will acquire title to that Servient Lot subject to the terms of this Agreement and will be required to enter into a written agreement with the Grantee on the same terms and conditions as herein contained;

- (vii) compel a mortgage of that Servient Lot; and
- (viii) prove a claim upon a bankruptcy of or a winding up of the Grantor or owner for the time being of that Servient Lot, as the case may be.

#### 15. Subdivision

If the Lots, or any of them are subdivided, either wholly or in part, at any time, either under the provisions of the Land Title Act or the Condominium Act, as amended from time to time, or of other similar legislation enacted from time to time, on the deposit of a plan of subdivision, strata plan or similar plan, as the case may be:

- (a) the benefit of the easements hereinbefore granted will be annexed to each of the new parcels, lots, strata lots or other subdivided parcels shown on such plan and will continue to be annexed to the remainder, if any, of the Lots subdivided;
- (b) if the subdivision is by strata plan the benefit or burden may be annexed to the common property of the strata corporation; and
- (c) the burden of each of the easements hereinbefore granted will continue to be attached to and charge each of the new parcels, lots, strata lots or other subdivided parcels shown on such plan and the remainder, if any, of the Lots subdivided;

and no consent of the Grantor or the Grantee or the owner or owners for the time being of the Lots, or any of them, to any such subdivision will be required but, nevertheless, without restricting the generality of the foregoing, the Grantor and the Grantee covenant and agree each with the other that each will execute and deliver in registrable form any and all documents and plans, and that it will do all things, reasonably necessary in order to give effect to this clause or to expedite or facilitate any subdivision or subdivisions from time to time of the Lots, or any of them, or any part or parts thereof.

#### 16. Discharge

To the extent that access to any Dominant Lot is subsequently provided by public roadway the easement granted

in favour of and/or benefitting such Dominant Lot and the Rent Charge relating thereto will be automatically terminated without further instrument.

17. Liability

If any of the Lots are subdivided and any part or parts thereof are registered in the name of more than one party each of the registered owners will be jointly and severally liable for its share of the Indebtedness or the Grantee's Construction Expenses, as the case may be, without any notice from the Grantor, or the Grantee, as the case may be, and the party subdividing such property will not be relieved of its liability therefor.

18. Consent And Arbitration

Whenever a party to this Agreement must give its consent to any act or thing proposed by another party, the party whose consent is requested will act reasonably and in good faith and without undue delay. Whenever in this Agreement it is provided that any issue is to be, or may be, determined by arbitration or if any party hereto alleges that another party has not acted in good faith or in the event of any other dispute between the parties hereto relating to this Agreement, the same will be determined by a single arbitrator pursuant to the provisions of the Commercial Arbitration Act R.S.B.C. 1985 c. 3.

19. Notices

Any notice, invoice, demand or other communication required to be given hereunder will be in writing and will be delivered by the party giving the same to the party receiving the same at the address of the party to whom such notice, invoice, demand or other communication is to be given appearing in the records of the Victoria Land Title Office and will be deemed to have been given and received when so delivered.

20. Severability

If any term or provision hereof is judicially declared to be invalid, illegal or unenforceable, that term or provision will be severed from this Agreement and will not affect the validity, legality or enforceability of any of the remaining terms and provisions hereof.

21. Mutual Covenants

It is mutually understood, agreed and declared by and between the parties hereto:

- (a) that each of the parties will from time to time and at all times upon every reasonable request and at the cost and charge of the party so requesting

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same, do and execute or cause to be made, done or executed, all such further and lawful acts, deeds, things, devices, conveyances and assurances in law whatsoever as may be reasonably required effectually to carry out the intent of this Agreement;

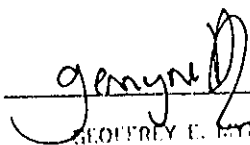
- (b) that the covenants in this Agreement will be construed as running with each of the Servient Lots and annexed to and benefitting each of the Dominant Lots and that no part of the fee of the soil of any Servient Lot will pass to or be vested in the Grantee under or by virtue of these presents;
- (c) that the expressions "Grantor" and "Grantee" will include the heirs, executors, administrators, successors and assigns of the parties wherever the context so admits; and
- (d) that words importing the singular number only will include the plural and vice versa and words importing any gender will include all genders and words importing individuals will include firms and corporations and vice versa.

IN WITNESS WHEREOF the parties have caused this easement agreement to be executed as of the day and year first above written.

Officer Signature(s)

Execution Date

Executing Party(ies)  
Signature(s)  
(ALL SIGNATURES TO BE IN BLACK INK)

  
\_\_\_\_\_  
GEOFFREY E. BENNETT

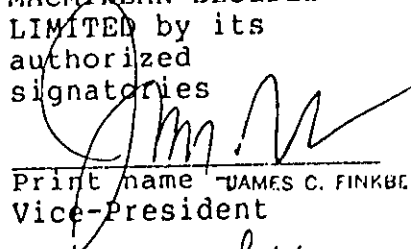
(Print Name)  
1075 WEST GEORGIA STREET  
VANCOUVER, B.C. V6E 3B9  
\_\_\_\_\_  
(Address)


^ Commissioner for taking Affidavits  
for British Columbia

\_\_\_\_\_  
(Occupation)

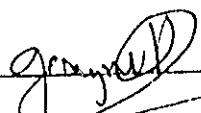
Y	M	D
91	3	4

MACMILLAN BLOEDEL  
LIMITED by its  
authorized  
signatories

  
\_\_\_\_\_  
Print name - JAMES C. FINKBEINER  
Vice-President

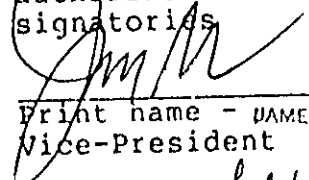
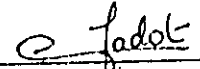
  
\_\_\_\_\_  
Print name - CLAIRE-MARIE JADOT,  
Assistant Secretary

24

  
 \_\_\_\_\_  
 GEORGEY MINELLI  
 (Print Name)  
 1075 WEST GEORGIA STREET  
 VANCOUVER, B.C. V6E 3R9  
 \_\_\_\_\_  
 (Address)  
 Commissioner for taking Affidavits  
 for British Columbia  
 \_\_\_\_\_  
 (Occupation)

Y	M	D
91	3	4

MACMILLAN BLOEDEL  
 LIMITED by its  
 authorized  
 signatories

  
 \_\_\_\_\_  
 Print name - JAMES C. FINKBEINER  
 Vice-President  
  
 \_\_\_\_\_  
 Print name CLAUDE-MARIE JODOU  
 Assistant Secretary

**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.

END OF DOCUMENT

25

22-1501 Lonsdale Avenue  
North Vancouver, B.C.  
V7M 2J2

TREVORS R. BJURMAN  
Barrister & Solicitor

Tel: (604) 983-3728  
Fax: (604) 983-0148  
Vancouver Line: 251-6197

February 18, 1992

Land Title Office  
850 Burdett Avenue  
Victoria, B.C.  
V8W 1B4

Attention: K.D. Jacques, Registrar

Dear Sirs:

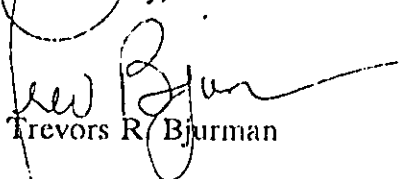
Re: MacMillan Bloedel Limited - Brown

Despite my numerous and best efforts, I have not been able to comply with your request to have a witnessed Consent forwarded to you. I have enclosed a Consent provided to me by the Browns. Unfortunately, they did not sign the document in my presence. I can only suggest that the signatures look authentic to me and the document came back to me from Isabelle Brown.

Sorry I can't comply completely with your request.

Personal regards.

Yours truly,

  
Trevors R. Bjurman

TRB/ch

*Remaining  
Consents requested  
are filed with  
document whereby  
title was requested*

FEB. 20. 1992

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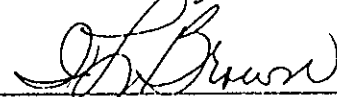
Date: Nov 6. 1991

TO: Registrar, Victoria Land Title District  
Victoria, B.C.

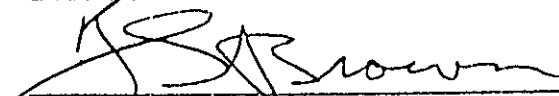
We the undersigned, registered owners and mortgagees of District Lot 70, Galiano Island, Cowichan District, on Indefeasible Title EE23015, hereby consent to the addition on the title of two charges ((a) Rent charge EE21592 and (b) Rent Charge EE21632) received at the Land Title Office on March 18, 1991. We acknowledge being advised that these two charges, through inadvertence, were not noted as pending, but had been received by the Land Title Office prior to our taking title.



Melvin George Brown



Isabelle Lorraine Brown



Terrence Samuel Brown

Witness:

Trevors R. Bjurman  
Barrister and Solicitor  
201 - 145 E. 15th Street  
North Vancouver, B.C.  
V7L 2P7



Tove Brown



27

Date: 27 May 1991

TO: Registrar, Victoria Land Title District  
Victoria, B.C.

We, the undersigned registered owners of the North 14.15 Chains of the East 14.15 Chains of District Lot 41, Galiano Island, Cowichan District, on Indefeasible Title EE31256, hereby consent to the addition on the title of two charges ((a) Rent charge EE21648 and (b) Easement EE21652) received at the Land Title Office on March 18, 1991. We acknowledge being advised that these two charges, through inadvertence, were not noted as pending, but had been received by the Land Title Office prior to our taking title.



Witness:

~~John T. Martin~~  
~~Barrister & Solicitor~~  
~~403-238 Government Street~~  
~~Duncan B.C. V9L 1A5~~

CLIVE V. NYLANDER  
CORPORATE SOLICITOR  
1075 WEST GEORGIA ST.  
VANCOUVER B.C.  
AS TO BATT SIGNATURES



Daniel Clifford Mattin



Glenna Gail Mattin

08.07.1991  
[Signature]

28

Date: May 15, 1991

TO: Registrar, Victoria Land Title District  
Victoria, B.C.

We the undersigned, registered owners and mortgagee of Lot 36, Galiano Island, Cowichan District, on Indefeasible Title EE24049, hereby consent to the addition on the title of two charges ((a) Rent charge EE21576 and (b) Easement EE21652) received at the Land Title Office on March 18, 1991. We acknowledge being advised that these two charges, through inadvertence, were not noted as pending, but had been received by the Land Title Office prior to our taking title.

Patrick W Akerman  
Patrick William Akerman

Brenda C Akerman  
Brenda Colleen Akerman

Robert Edward Akerman  
Robert Edward Akerman

Donna Akerman  
Donna Akerman

Jonathan L. Oldroyd  
Witness:  
Jonathan L. Oldroyd  
Barrister and Solicitor  
Box 430  
Ganges, B.C. V0S 1E0

Canadian Imperial Bank of  
Commerce

Per:

A.C. Liang  
SENIOR INSPECTOR

Inspector  
INSPECTOR

Elizabeth A. Winkate  
ELIZABETH A. WINKATE  
6th FL., 490 BURNARD ST.  
VANCOUVER, B.C.  
BANK OFFICER  
A Commissioner for Taking  
Affidavits for British Columbia

08.07.1991  
Thru

EE2 5169  
006-52-965

29

Date: December 31<sup>st</sup> 1991

TO: Registrar, Victoria Land Title District  
Victoria, B.C.

We the undersigned, registered owners and mortgagee of District Lot 46, Galiano Island, Cowichan District, on Indefeasible Title EE25169, hereby consent to the addition on the title of three charges ((a) Rent charge EE21583, (b) Rent Charge EE21623 and Easement EE21652) received at the Land Title Office on March 18, 1991. We acknowledge being advised that these three charges, through inadvertence, were not noted as pending, but had been received by the Land Title Office prior to our taking title.

Margaret Caroline Chegwid  
Margaret Caroline Chegwid

Raymond George Chegwid  
Raymond George Chegwid

R.S. Farrell  
Witness:  
R.S. Farrell  
Notary Public  
201- 13766 72nd Avenue  
Surrey, B.C.  
V3W 2P4

Surrey Credit Union  
Per: Paul Lambert

Done  
07.01.1992  
Thru

*Davis & Company*

BARRISTERS AND SOLICITORS

Title number 57800-61439/#5  
 Direct dial. 643-2916  
 Reply to W.H. Downs

July 11, 1991

Mr. Ken Jacques  
 Registrar  
 Land Title Office  
 850 Burdett Avenue  
 Victoria, BC  
 V8W 1B4

Dear Mr. Jacques:

Re: MacMillan Bloedel Limited

I refer to our recent telephone conversation regarding the easement and rent charge agreement (the "Easement Agreement") filed for registration under Nos. EE021523 to EE021651.

It is our view that the rent charge set out in clause 13 creates a rent charge over each Dominant Lot set out in Column I of clause 2 in favour of the owners from time to time of each corresponding Servient Lot set out in Column II of clause 2. Likewise, the rent charge set out in clause 14 creates a rent charge over each Servient Lot set out in Column II of clause 2 in favour of the owner from time to time of the corresponding Dominant Lot set out in Column I of clause 2.

The language of clause 13 and clause 14 expressly states that the intention of the Grantee and Grantor, respectively, is that the provisions of the clauses be "annexed to and run with" the Dominant Lot and Servient Lot respectively.

Further, "Grantee" and "Grantor" are expressly defined in clause 1 to include any owner from time to time of any Dominant Lot and any Servient Lot, respectively.

Accordingly, we request your consideration to correcting the register in respect of the property covered by the Easement Agreement as follows:

1. In the case of the rent charges created under clause 13, there should be recorded as a charge against each Dominant Lot appearing in Column I of clause 2 a rent charge

Vancouver  
 2800 Park Place  
 606 Bernard Street  
 Vancouver  
 Canada V6C 2Z7

Telephone: 604/687-9444  
 Facsimile: 604/687-1612

New Westminster  
 604 687-9444

Fasken Martineau Davis  
 Vancouver  
 New Westminster  
 Toronto  
 Montreal  
 Quebec City  
 London  
 Brussels

**RECEIVED**

JUL 12 1991

MINISTRY OF ATTORNEY GENERAL

Davis & Company

B \ EE21523-651  
- 2 -

appurtenant to each of the corresponding Servient Lots appearing in Column II of clause 2 and with respect to those corresponding Servient Lots, there should be a legal notation on the Title to the effect that annexed thereto is a rent charge over the corresponding Dominant Lot. For example, Lot 9 would be endorsed with a rent charge appurtenant to Lots 10 and 22 and Lots 10 and 22 would have a legal notation to the effect that annexed thereto is a rent charge over Lot 9.

2. Likewise, in the case of the rent charges created under clause 14, there should be recorded as a charge against each Servient Lot appearing in Column II of clause 2, a rent charge appurtenant to each corresponding Dominant Lot appearing in Column I of clause 2 and with respect to that corresponding Dominant Lot, there should be a legal notation on the title to the effect that annexed thereto is a rent charge over the corresponding Servient Lot(s). For example, Lots 10 and 22 would be endorsed with a rent charge appurtenant to Lot 9 and Lot 9 would be endorsed with a legal notation to the effect that annexed thereto is a rent charge over Lots 10 and 22.

I trust this will assist to clarify the matter and thank you for your assistance.

Yours truly,

DAVIS & COMPANY

Per:   
Warren H. Downs

WHD/DMJ:av

57895

JUL. 12. 1991

