Management Plan
Wild Coast Nature Refuge
2022–2027

Bowen Island Conservancy

Approved by the Bowen Island Conservancy Board of Directors May 2, 2022.

Prepared by the Land Management Committee (LMC) of the Bowen Island Conservancy.

With assistance from Christine Torgrimson and the Technical Advisory Group (TAG) to the LMC.

Table of Contents

Executive Summary ... 5

1 Introduction ... 7

1.1 Purpose of the Plan ... 7

1.2 Stewardship Vision ... 7

1.3 Conservancy Management Objectives ... 7

2 Property Information ... 8

2.1 Location ... 8

2.2 Regional and Local Context ... 10

2.3 Adjacent Land Use and Connectivity ... 11

2.4 Site History ... 12

3 Ecological Community ... 14

4 Management Recommendations ... 15

4.1 Management Roles ... 15

4.2 Permitted and Prohibited Uses on the Wild Coast Nature Refuge ... 15

4.3 Proposed Monitoring Program ... 16

4.4 Public Access ... 17

4.5 Signage ... 17

4.6 Trail Use, Maintenance and Development ... 18

4.7 Protection Initiatives for Sensitive Ecosystems and Species and Ecosystems At Risk ... 18

4.8 Ecological Restoration and Enhancement Options ... 19

4.9 Scientific Research/Education Opportunities/Community Outreach ... 19

4.10 Exotic and Invasive Species Management ... 20

4.11 Wildfire Risk Management ... 22

4.12 Climate Change Impacts and Management ... 22

4.13 Maintenance of Biodiversity ... 23

5 Management Goals–immediate and five year goals ... 24

Year 1 – 2021/May 2022 (Prior to Opening of Lands) ... 24

Legal ... 24

Planning ... 24

Operations ... 24

Communications ... 24

Five Year Goals: May 2022–2027 ... 25

Legal ... 25

Operations ... 25

Communications ... 25

6 References ... 26

**7.0 Appendices … … …

Executive Summary

The Bowen Island Conservancy (BIC), a member of the Land Trust Alliance of B.C. was established in 1996 with a mandate to preserve, protect, sustain and enhance the natural environment and heritage of Nexwlélexwem/Bowen Island. BIC works with the community to permanently protect special places through voluntary land donations, conservation covenants, land acquisition and public education.

In December 2020, BIC purchased 3 waterfront lots, amounting to 32 acres, on the southwest corner of the island in the area known as Cape Roger Curtis. The acquisition was made possible through the generosity of an anonymous donor who gave BIC $8.8 million to complete the purchase. The BIC has named these lands "Wild Coast Nature Refuge." These lands represent the first land acquisition for BIC. This acquisition provides BIC with the opportunity to work directly on the protection and preservation of this special place.

BIC acknowledges that these lands lie within the traditional territory of the Skwxwu7mesh (Squamish) Nation, whose people have been stewards of this land and waters surrounding Nexwlélexwem /Bowen Island ("the island") for thousands of years.

The Wild Coast Nature Refuge provides spectacular views of the Strait of Georgia. There is an intact coastal bluff with rare and red listed plant communities as well as mature second growth forest.

The Board of BIC, through recommendations and suggestions from the Land Management Committee and the Technical Advisory Group, have reviewed and approved the management plan which is intended to guide the short-term and long-term management of the lands. The overall objectives of this management plan are to preserve and protect the natural ecosystems, biological diversity and natural values of the land and shoreline. It will be a guide for public enjoyment of its nature and surroundings, allowing walking opportunities while minimizing impacts on wildlife and natural environment.

The management objectives for the Wild Coast Nature Refuge are to:

- preserve and protect the natural ecosystems, biological diversity and natural values of the Wild Coast Nature Refuge and shoreline marine ecosystems, including plants, fish, animals, sensitive areas, water quality and stream flow regimes, etc., allowing natural ecological processes to function without human interference as much as possible, except in the case of wildfire remediation or restoration of human-disturbed lands.
- restore plant and animal communities and ecological processes on the Lands;
- support ongoing inventory, mapping and monitoring to guide management;
- manage invasive plant species; and
- allow natural forest succession and natural ecological processes and functions to proceed unimpeded without human intervention, except in the case of wildfire or other exceptional situations where remediation is considered imperative.
- to allow for the quiet enjoyment by the public of its nature and its surroundings, by providing walking opportunities while minimizing impacts on wildlife and the natural environment.

Key management recommendations are to create an inventory of the natural species found on the lands, delineate and sign official authorized trails, enhance habitat where feasible, and manage invasive species. Further inventories for species at risk will provide a clearer picture of the ecology of the Wild Coast Nature Refuge and guide future management.

The two reports prepared by Claudia Schaefer (the "Schaefer Reports", Schaefer, 2021a, 2021b) are an integral part of this management plan and are attached as Appendix 2 and 3, with a summary list of the management recommendations included in section 4.

Key Habitats of the Wild Coast Nature Refuge and surrounding private lands*

Schaefer. 2021, identified five habitat types within and adjacent to the West Coast Nature Refuge.
* Map by Will Husby based on Schaefer, C., 2021a, Baseline Inventory Report, May 20, 2021.

1 Introduction

1.1 Purpose of the Plan

This management plan and the Schaefer Reports identify the ecological values and diversity of wildlife in the Wild Coast Nature Refuge and provide guidance for the protection of the terrestrial, marine and freshwater ecosystems into the future. They guide day-to-day management of the area, outlining appropriate types of recreational activities and appropriate uses of the natural resources on the lands.

This plan and the Schaefer Reports provide direction and guidance for the protection, management, maintenance and restoration of the lands from 2022 through 2027. This plan and the Schaefer Reports should be updated in 2027 to guide management for the next 5-10 years and updated periodically thereafter. Unexpected, extraordinary circumstances (i.e. fire, natural disasters, major environmental change, discovery of a major new archaeological site, etc.) might necessitate revision of the plan before 2027.

1.2 Stewardship Vision

In a rapidly changing world resulting from the effects of climate change, the Bowen Island Conservancy, through careful and flexible management of the Wild Coast Nature Refuge on Bowen Island, envisions a future where we can aspire to clean air, life-giving water, recovery of habitats and no further loss of native species. We envision that, through our thoughtful stewardship of these lands and through education and outreach, we will inspire a sense of personal, long-lasting connection with the natural world that transcends ecological restoration and protection of biodiversity.

In addition, we envision ecosystem and biodiversity recovery in this Atl'ka7tsem/Howe Sound region, where we raise our voice with a broader community in the name of a healthier planet.

1.3 Conservancy Management Objectives

The primary objectives for the Wild Coast Nature Refuge are:

- to preserve and protect the natural ecosystems, biological diversity and natural characteristics of the Wild Coast Nature Refuge and shoreline marine ecosystems, including plants, fish, animals, sensitive areas, water quality and stream flow regimes, allowing natural ecological processes to function with minimal human interference, except in the case of wildfire and restoration;
- to allow for the quiet enjoyment by the public of its nature and its surroundings, by providing walking opportunities while minimizing impacts on wildlife and the natural environment.

Secondary objectives for the Wild Coast Nature Refuge are:

- to restore plant and animal communities and ecological processes where feasible;
- to support ongoing inventory, mapping and monitoring to guide management;
- to allow natural forest succession and natural ecological processes and functions to proceed unimpeded without human intervention, except in the case of wildfire or other exceptional situations where remediation is considered imperative;
- to remove invasive species throughout the Lands where they compromise natural characteristics
- to increase public awareness of, appreciation for, and understanding of the natural resources of Bowen Island and practices that sustain these resources;
- to promote education about the ecosystems on the lands, including the plants, birds, animals, amphibians, insects and marine life;
- to provide, where possible, access for mobility

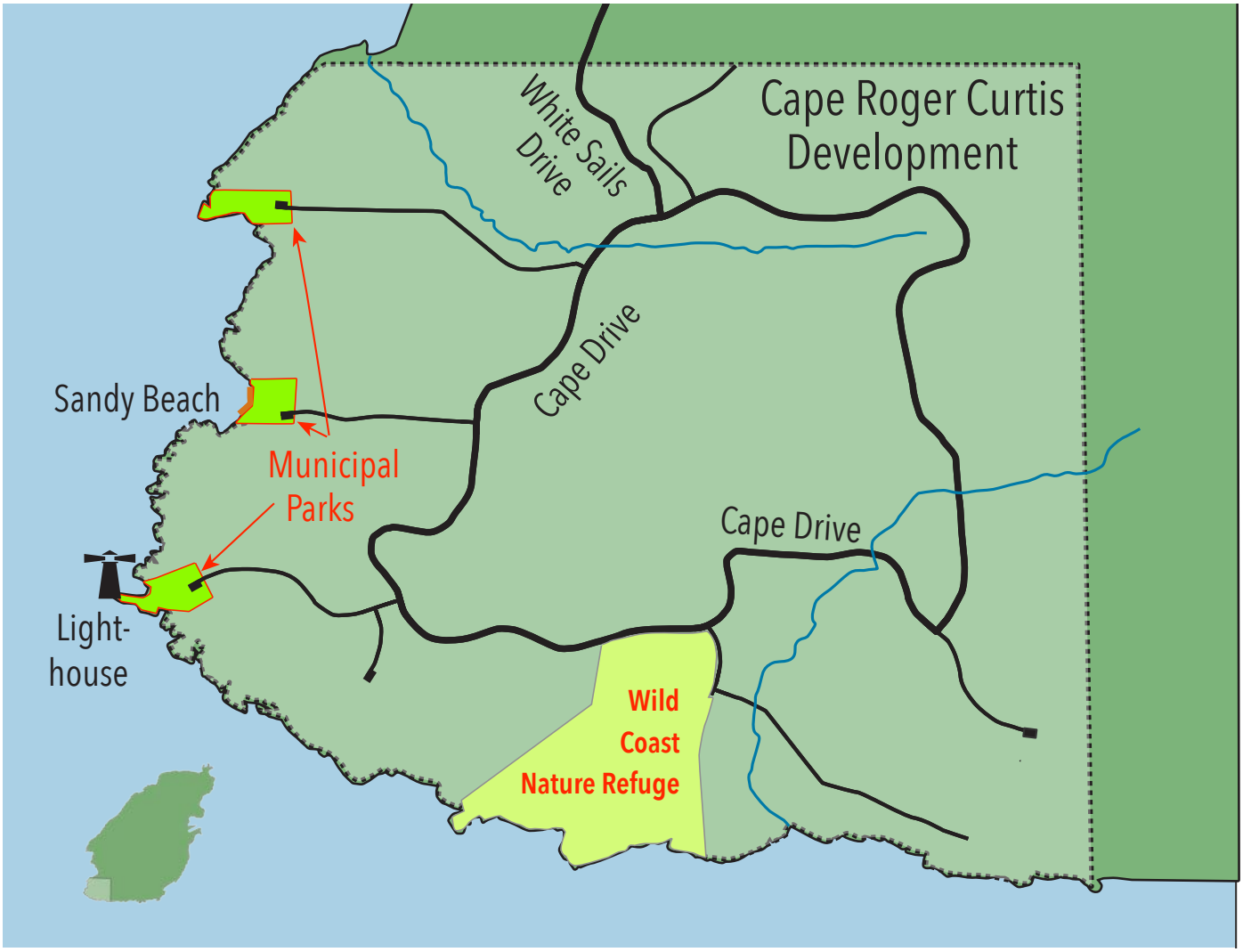
impaired people;

- to acknowledge and educate the public on the history of this area of Bowen Island, particularly the history of the First Nations and their use of the lands and resources along the shores of the lands;
- to liaise with Bowen Island Municipality, Metro Vancouver Parks, Islands Trust Conservancy and other organizations where there are opportunities for cooperative relationships in management of the lands.

To meet the above objectives, BIC, its committees and volunteers will work to delineate and sign official authorized trails, manage invasive species, and protect the ecosystem on the fragile coastal bluff. The Schaefer Reports (Schaefer, 2021a, 2021b), attached in the Appendices 2 and 3 provide specific recommendations on how to best meet these objectives.

2 Property Information

2.1 Location



The Wild Coast Nature Refuge is located on the south coast of Bowen Island near the south east corner of the Cape Roger Curtis development. Map: Will Husby

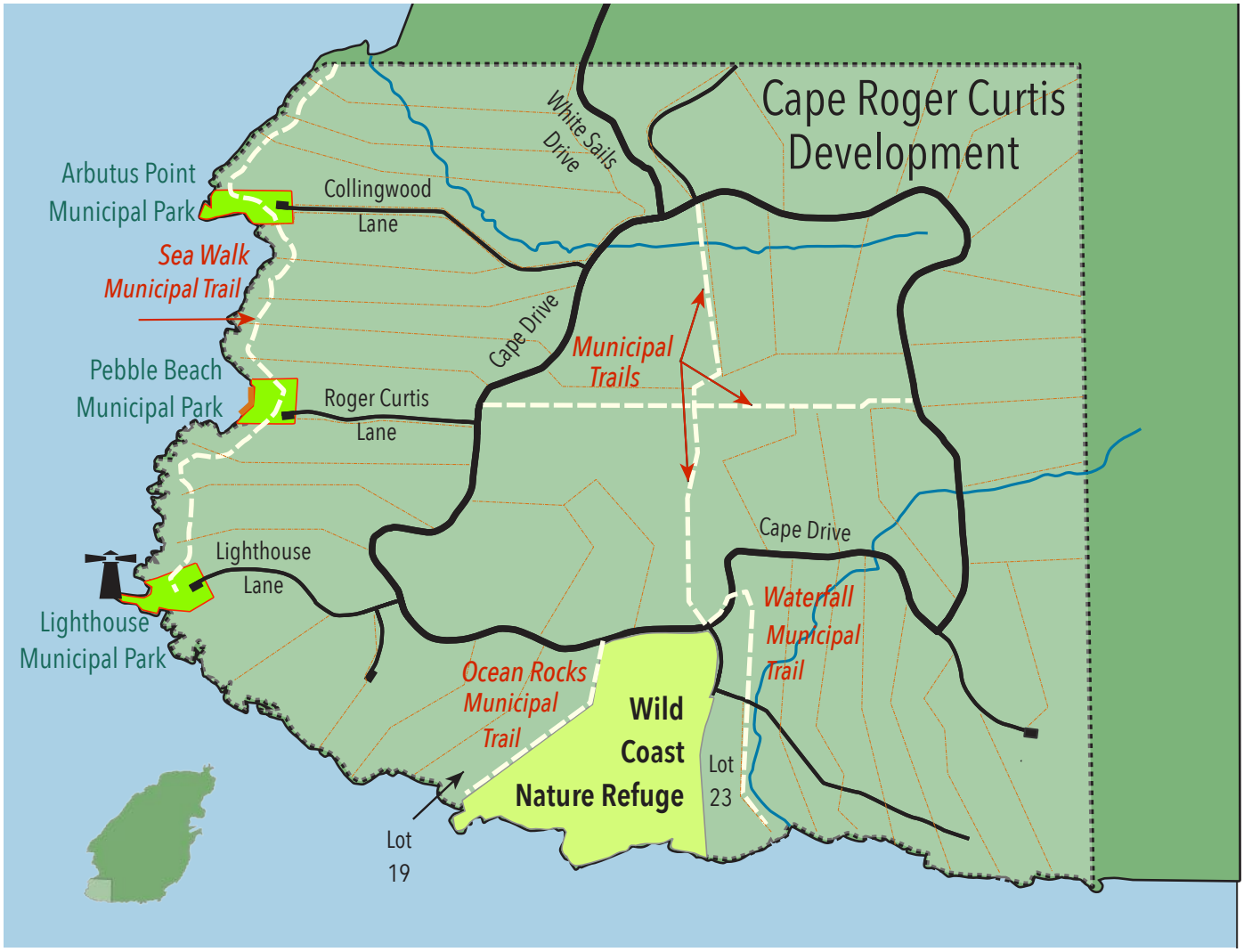
The Wild Coast Nature Refuge is divided into two sections. The western section is a nature sanctuary that is not open to public visitation. The eastern section has a pedestrian loop trail and three viewpoints and is open to visitors. Map: Will Husby

2.2 Regional and Local Context

Information Type	Description	Relevant Source
Province	British Columbia	
Focal Area	Southwest Bowen Island	
Ecozone	Pacific Maritime	Ecological Framework of Canada; www.ecozones.ca
Ecoregion	Pacific Maritime – Lower Mainland	Ecological Framework of Canada
BEC Classification	Coastal Western Hemlock (CWH) biogeoclimatic zone	BC Forest Service, Ministry of Forests and Range; www.for.gov.bc.ca/hre/becweb
CDF & Associated Ecosystems	Conservation strategy for CDF area of Canada	Coastal Douglas-Fir Conservation Partnership. www.cdfcp.ca
Political jurisdictions	Bowen Island Municipality, Islands Trust, Metro Vancouver Regional District	
Regional Conservation Plan	Islands Trust Area, including focus on Bowen Island	Islands Trust Conservancy (part of the Islands Trust); www.islandstrustconservancy.ca
Regional Parks Plan	Metro Vancouver area, including Bowen Island	Metro Vancouver; www.metrovancouver.org
Access directions	The Wild Coast Nature Refuge is reached by one of the main cross island roads leading to Tunstall Bay – Adams Road – and through Tunstall Bay residential area on Tunstall Blvd. and Whitesails Drive, and on to the road system built at the time of the 59 ten acre lot (4 ha.) subdivision in 2011/12. It is approximately 7.8 km from Snug Cove to the Wild Coast Nature Refuge. There is public transit that serves the Tunstall Bay area. There are also several trail systems across the island which access the property.	
Property steward	Bowen Island Conservancy (BIC) and Bowen Island Municipality , holder of Conservation Covenants over the Wild Coast Nature Refuge	Website at www.bowenislandconservancy.org
Insurance and indemnification	$5 million Commercial Liability coverage for BIC and the public Lloyd's Commercial Insurance Policy #LTA1004 Company: Megson Fitzpatrick Insurance Services	

2.3 Adjacent Land Use and Connectivity

There are 56 remaining residential ten acre lots in the Cape Roger Curtis subdivision, some of which have been sold and others that remain for sale, mainly the upland lots. There is a ten acre waterfront lot to the west (lot 19), with a house under construction, and an empty lot for sale to the east (lot 23), immediately adjoining the Wild Coast Nature Refuge. There is a Bowen Island Municipality ("BIM") trail, which provides access to the waterfront on the western boundary of the Wild Coast Nature Refuge ("Ocean Rocks Trail") and another BIM trail leading to the waterfront between lot 23 and lot 24 ("Waterfall Trail"). There is a network of BIM trails crossing the larger interior area across the Cape Drive road which also connect to the Wild Coast Nature Refuge.



2.4 Site History

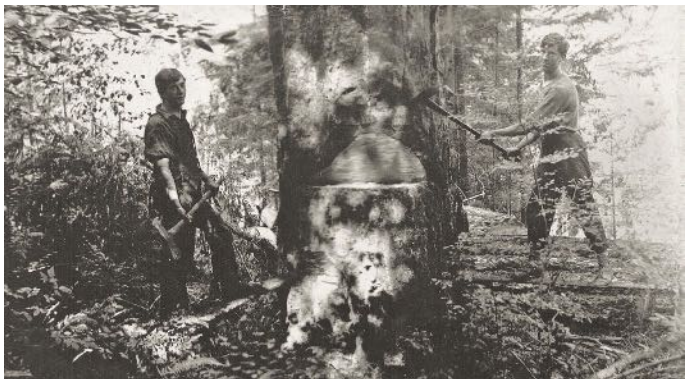
The Wild Coast Nature Refuge is within Skwxwu7mesh Uxwumixw, the ancestral territory of the Squamish Nation, and has been under their traditional care for many thousands of years. Two archaeological sites have been noted on the western shore of the Cape Roger Curtis development property but there is no evidence thus far of archaeological sites on the Wild Coast Nature Refuge.

The people of Skwxwu7mesh Uxwumixw are expert paddlers. In pre-settler times, Atl'ka7tsem/Howe Sound was their highway.
Traditional kwxwu7mesh seagoing canoe visiting Snug Cove 2008. Photo: Will Husby

Bowen Island, known as Nex̲wlélex̲wem in the Squamish language, has long been a place for deer and duck hunting, seasonal clam gathering and marine hunting of seals, sea lions and whales.

Harbour seals are often seen from the Wild Coast Nature Refuge viewpoints.
Photo: Will Husby

In the late 19th and early 20th century, when Bowen Island began to be pre-empted or leased by non-indigenous settlers, most of the accessible forests were logged.



The first logging on Cape Roger Curtis was done by hand.
Hand loggers, somewhere on Bowen Island. Photo: Bowen Museum and Archives

Logs were moved to the shore using teams of horses.
Photo: Bowen Museum and Archives

During the 1930s, the owners logged much of the privately held 640 acres at Cape Roger Curtis to pay the property taxes every year. In the 70s, the owners considered various options for possible development but no rezoning applications were ever made to the Bowen Island Local Trust Committee during that time. In 2004, the land was sold to the current owners. Prior to 2004, there were no Private Property or No Trespassing signs or fences and Bowen Islanders treated much of the lands as their backyard, enjoying hikes along its winding and tranquil forested trails and swims at the beaches. Prior to the sale in 2004, a number of Bowen Islanders who were committed to preservation of the lands, worked diligently to raise the funds to purchase the lands. Significant money was raised but not enough to make an offer prior to the sale to the current owners.

On August 27, 2004, Cape Roger Curtis Joint Venture, since renamed The Cape on Bowen Development Company purchased the lands. This was followed by several years of contentious debate over development plans for the area. The Cape Roger Curtis Trust Society, created in the early 2000s to try and save the lands from development, worked valiantly to advocate for protection of the Cape lands. As a result of significant community opposition to the proposed development, the Bowen Island Municipal Council in 2008/09 rejected the proposed plans for a large housing development at the Cape, that was well above the 224 unit designation in the Official Community Plan. The owners chose to proceed with obtaining approval from the Subdivision Approving Officer (a statutory position) for a subdivision under the existing Land Use Bylaw that allowed the creation of 59 10-acre lots,. As roads were paved and housing sites and driveways were created for these lots, the owners removed many more of the second growth forests on the lands. All the waterfront lots (including the Wild Coast Nature Refuge) have long unpaved driveways with future housing sites located to take advantage of the water views.

The current owners of The Cape on Bowen did significant road building, clear-cutting and log removal in parts of the interior of their holdings. Photo: Will Husby, May, 2012

3 Ecological Community

Attached as Appendix 2 is the Baseline Inventory Report dated May 20, 2021 ("Schaefer Report no.1"), prepared by Claudia Schaefer under contract with the Bowen Island Conservancy. Her report includes information on plants, vertebrates, fish and fish habitat, wildlife and its habitat, identification of blue and red listed species and species of concern, rare and at risk ecological communities, invertebrates, hydrological features, anthropogenic features and descriptions of the ecological communities found on the lands.

Key habitat zones in the Wild Coast Nature Sanctuary. Map: Will Husby, based on Schaefer 2021.

Of particular note in her summary of rare and at risk ecological communities is the following paragraph at page 15 of her report:

> *"The most significant at-risk ecological community [on the Wild Coast Nature Refuge] is the Wallace's selaginella/reindeer lichens community, which covers most of the open bluffs. It is the most significant due to its floristic richness, aerial extent, (including lands outside [of the Wild Coast Nature Refuge] and high ecological quality, with less trampling disturbance and non-native species cover than many other occurrences on the coast."*

This report guided Bowen Island Conservancy in its initial decision-making for its intentions for the lands, and provided the basis for the recommendations in the second report "Infrastructure, Trail Routing and Management Recommendations to Avoid or Mitigate Human Disturbance of Bowen Island Conservancy's Cape Lands", dated October 30, 2021 ("Schaefer Report No.2"), attached as Appendix 3.

The two Schaefer Reports provide the basis for this overall management plan. Report No.1 provides the Bowen Island Conservancy with the baseline for many of the ecological species found on the lands and will be updated as more research/information discovers and documents additional species or the disappearance of species over time.

4 Management Recommendations

The general management direction for the Wild Coast Nature Refuge is to allow natural successional processes. With the exception of fire, natural disturbance factors, such as wind (windthrow), pest infestation, disease and wildlife use, should proceed without intervention. Only the removal of invasive plant species is permitted.

Trails will be delineated and developed, signage and interpretive signage will be placed in line with the recommendations in the Schaefer Report No.2.

4.1 Management Roles

The Bowen Island Conservancy is the sole landholder of the Wild Coast Nature Refuge and will manage the lands in accordance with this management plan and in accordance with the Conservation Covenant held by Bowen Island Municipality. The BI Conservancy acknowledges the assistance it has received to date from the BI Municipality staff and council and looks forward to continued cooperation with the municipality.

4.2 Permitted and Prohibited Uses on the Wild Coast Nature Refuge

The Wild Coast Nature Refuge is open to the public for recreational walking and nature appreciation.

The BIC Board has approved the following list to allow only for those activities that are consistent with the management goals and objectives as set out in section 1.3. This list may be modified over time as approved by Board.

Permitted Activities

- Hiking/walking on designated trails
- Nature appreciation
- Photography
- Wildlife viewing – on designated trails

The Board has approved the following activities only if Board approval is obtained:

- Food, plant, flower, mushroom or seed harvesting
- Research, educational activities
- Collecting nature specimens

Prohibited Activities

The Board has prohibited the following in line with the management goals for these lands:

- All-terrain & motorized vehicles
- Bicycles
- Camping
- Campfires
- Docks and motorboat moorage
- Dogs**
- Drones (except when approved for research)
- Fishing
- Herbicide application
- Horseback riding
- Hunting
- Kayak, canoe launching
- Parties
- Scuba diving and snorkeling access
- Swimming access
- Tree cutting

** the "no dogs" policy was approved by the Board in April of 2021 and will be reviewed a year after the official opening of the Wild Coast Nature Refuge

This panel will be placed near the trailhead at Huszar Creek Lane.

4.3 Proposed Monitoring Program

The Bowen Island Conservancy will monitor the Wild Coast Nature Refuge to ensure there are no prohibited activities occurring on the lands. The BI Conservancy will rely on recruitment of a core network of volunteers who will report back to the chair of the Land Management Committee or a designated alternative member on any observed infractions. Volunteers will not be asked to confront people when infractions are observed, other than to politely remind them of the rules on the signage if they are comfortable with doing so. Volunteers will be asked to take a note of their observations and report to the chair of the LMC, or another designated board member.

Species at risk surveys and monitoring are encouraged at appropriate times of year to assess which species are present. Monitoring of invasive species spread is advisable over time so that control measures can be taken as required.

As part of the monitoring of wildlife in the Wild Coast Nature Refuge, the BI Conservancy will be placing critter cameras in discreet locations on the lands.

Claudia indicated that regular monitoring of habitat along trails is required, especially in the coastal bluff zone to ensure that trail use is not impacting the delicate plant life and shallow soils. Some trails may be closed or re-routed if necessary.

Alan Whitehead, one of the volunteer team that surveyed the bat species using the Refuge lands. He, along with Jeff Matheson, and Will Husby, used ultrasound acoustic microphones and recording equipment in 2021.
Photo Will Husby

4.4 Public Access

There is one entrance to the Wild Coast Nature Refuge (see map page 7) with a Welcome sign to the public located at this main entrance – off Huszar Creek Lane. Bowen Island Municipality owns a narrow trail right of way, known as Ocean Rocks Trail, that proceeds from the Cape Drive to the seashore, along the western lot line of lot 20 (westernmost lot). The municipality has provided signage that has been placed at the beginning of the Ocean Rocks Trail and at the end of the trail and on the fence along the lot line, notifying the public that this is an "in and out" trail, with no access to the Wild Coast Nature Refuge and reminding the public that the entrance to the Wild Coast Nature Refuge is from Huszar Creek Lane. Bowen Island Municipality has agreed to level off an area at the Huszar Creek Lane entrance to allow for additional parking, as well as to provide a bike rack at this entrance. The driveway entrances to lots 20 and 21 will be closed off to the public.

As stated in Schaefer Report No.2, page 5:

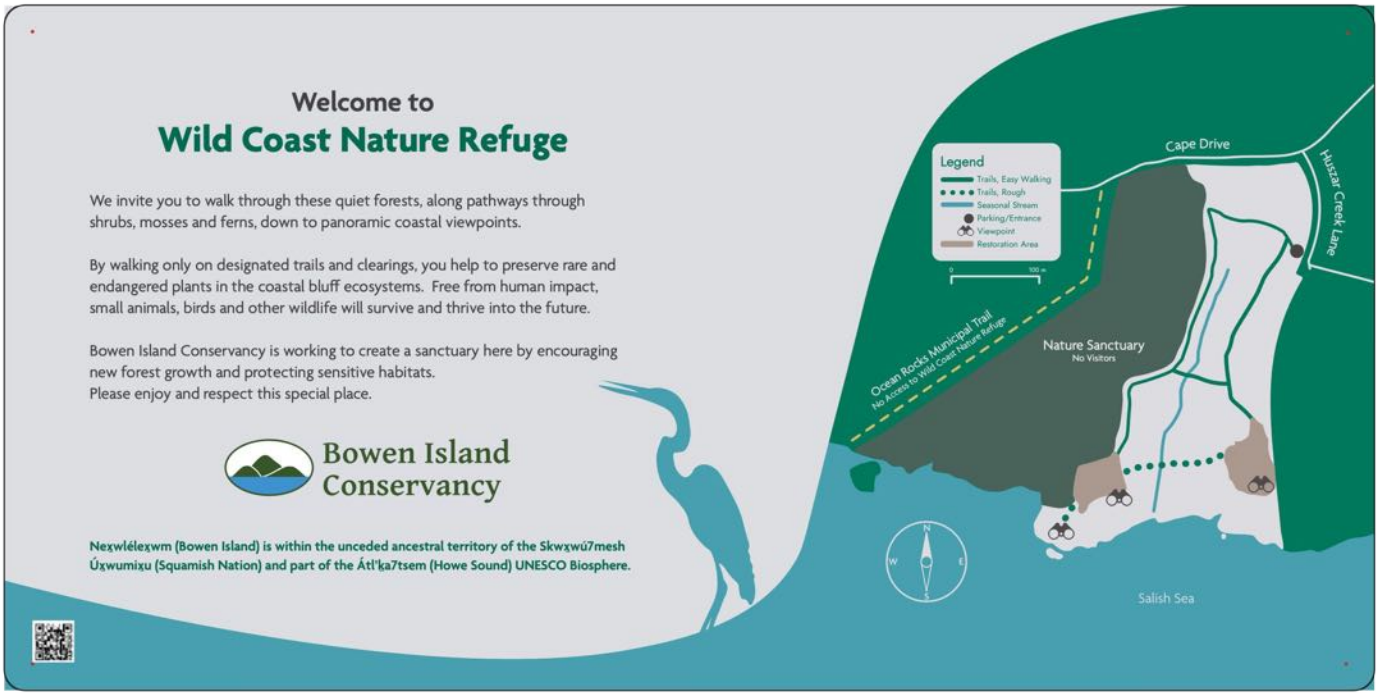
> *"the two prominent areas of greatest conservation importance on the lands are the coastal bluff ecosystems of the westernmost lot, which includes the existing covenant on lot 21 that protects the sensitive seep and inland bluff, and the shoreline of all three lots. It is therefore recommended that the bluffs of the western lot and the shoreline habitats of the lands not be accessible to the public."*

The map on page 9 shows that the western section of the refuge is designated as Nature Sanctuary and is closed to visitors.

4.5 Signage

Signage will be constructed on the Wild Coast Nature Refuge. The goal of all signage will be to educate the public about the fragile and special nature of these lands and the importance of respecting the trail designations and viewing points.

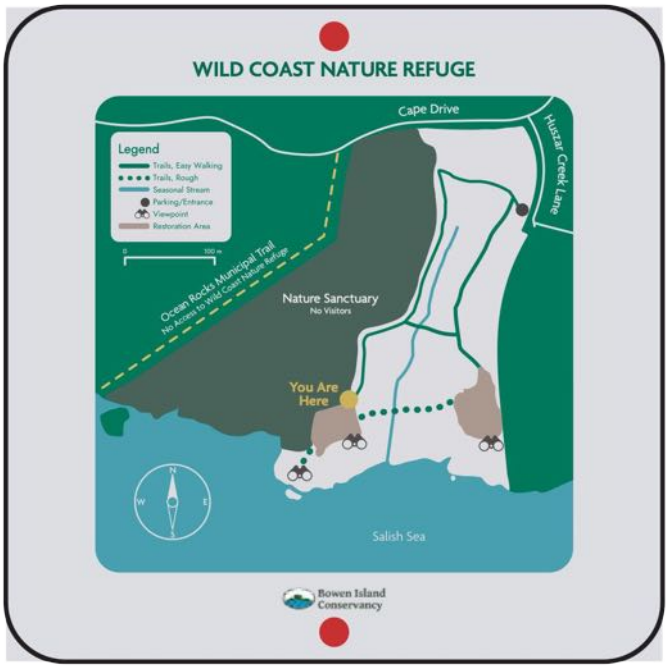
Every effort will be made to minimize signage so as not to disturb the public's appreciation of the beauty on the lands. Some interpretive signs may be placed to assist in educating the public about the many species on the lands and where they may be observed.



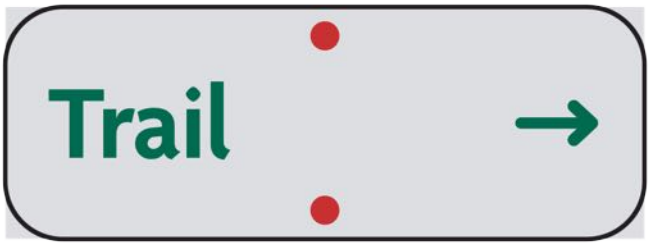
This 1.2 m by 2.4 m panel will be placed at the Trailhead near Huszar Creek Lane.

4.6 Trail Use, Maintenance and Development

Designated low-impact trails will be clearly delineated – on the maps and with the use of trail markers on the ground. Sensitive habitats, such as the coastal bluff area and wetlands, will be avoided as much as possible. Trails should be maintained and monitored regularly to ensure public safety and identify any potentially problematic areas (e.g. sites of erosion or unauthorized trail development). The core network of volunteers should be provided with a description of things to look for when making their observations, including any damage to trails or observations of off-trail activity.



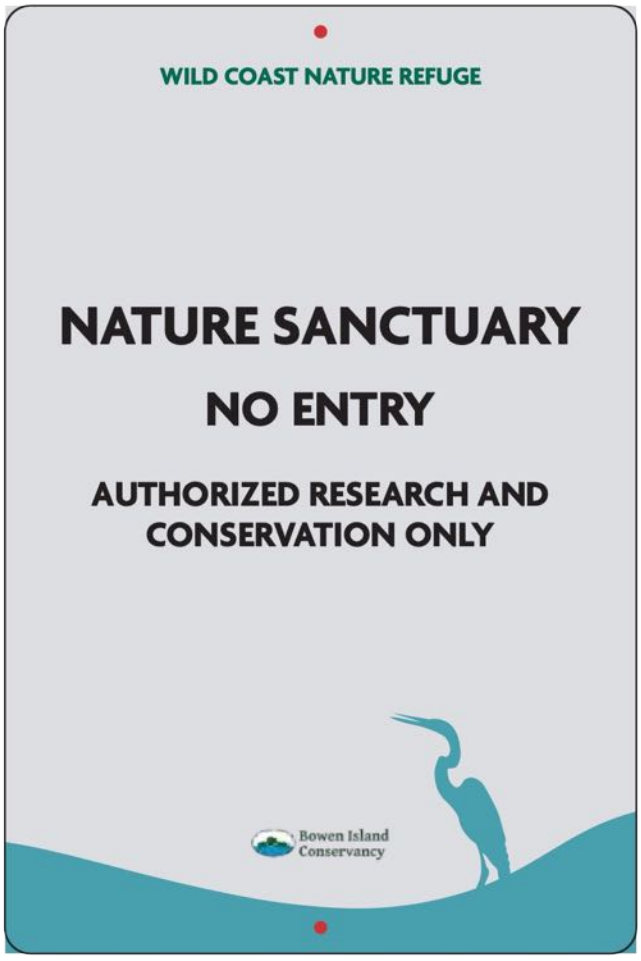
Small Map panels with "You Are Here" markers strategically located along the trails will assist visitors with navigation.



Simple direction panels will be used when necessary.

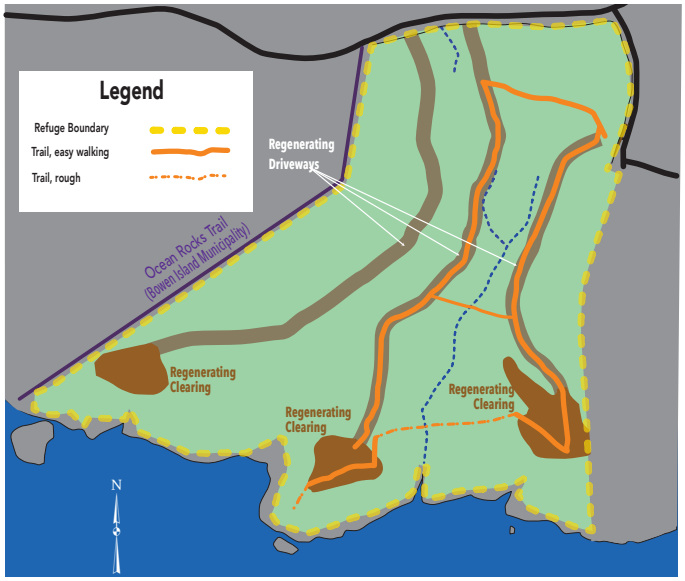
4.7 Protection Initiatives for Sensitive Ecosystems and Species and Ecosystems At Risk

Establishing designated trails will help contain foot traffic within authorized areas and minimize disturbance of species at risk and their habitat. The proposed designated trails (as described in Schaefer Report no.2, Appendix 2) will ensure limited access to the sensitive coastal bluff area and the seepage area. The BI Conservancy board has determined that the westernmost section of the Wild Coast Nature Refuge will be designated a Nature Sanctuary with no public access to this area.



4.8 Ecological Restoration and Enhancement Options

The BI Conservancy purchased the three lots with long driveways to large cleared areas for housing.



At this time, the BI Conservancy has decided not to invest in significant restoration of these areas, but rather to let "nature take its course" as nature appears to be doing already on two of the clearings.

Douglas fir seedlings have established themselves on the former building platforms. Photo: Will Husby

Alder seedlings, native grasses and herbs are colonizing the long gravel driveways. Photo: Will Husby

Deer exclusion areas are proposed for these clearings to eliminate the effects of deer browsing and rubbing and to assist in the monitoring of the natural vegetation currently taking place. Any species chosen for restoration will be a species native to the lands. Site-specific species recommendations should be made by a biologist because different microsites will support different vegetation. Interpretive and informative signage will be developed to highlight restoration efforts.

4.9 Scientific Research/ Education Opportunities/ Community Outreach

The Schaefer Report no.1 identifies the species at risk surveys that have been undertaken in the past on the Wild Coast Nature Refuge, including the survey by Claudia Schaefer in the spring of 2021.

The Bowen Island Conservancy intends to continue species surveys as funding is available, to encourage and promote educational workshops and nature tours on the Wild Coast Nature Refuge, and to partner with other Bowen Island or off-island organizations to sponsor educational workshops and to encourage opportunities for research by universities, colleges and other interested groups.

Potential partners for the BI Conservancy include Átl'ka7tsem/Howe Sound UNESCO Biosphere Region, Metro Vancouver Parks, The Hearth (Bowen Island Arts Council), Bowen Island Nature Club, the Garden Club, and island schools.

The Bowen Island Bio-diversity Project is an example of community outreach and involvement that extends the conservation mandate of the BI Conservancy across the island. This initiative has proven successful in involving many islanders to be aware of and report on their observations of nature and the many species on our island. The BI Conservancy will continue to promote this initiative.

4.10 Exotic and Invasive Species Management

Invasive Plants Observed in the WCNR

Himalayan Blackberry (*Rubus armeniacus*).
Photo: Will Husby

Scotch Broom (*Cytisus scoparius*).
Photo: Will Husby

Pampas Grass (*Cortaderia selloana*).
Photo: Vince Alongi, Creative Commons

English Holly (*Ilex aquifolium*).
Photo: Will Husby

Several species of thistle.
Photo: Will Husby

Yellow Flag Iris (*Iris pseudacorus*).
Photo: Will Husby

Invasive Plants Present on Bowen Island that Could Potentially Invade WCNR

Phlox.
Photo: Will Husby

Japanese knotweed.
Photo: Merike Linnamägi, Creative Commons

Gorse.
Photo by Julie,
Creative Commons

Burdock.
Photo: Will Husby

Clematis.
Photo: Will Husby

See Schaefer Report no.1 for suggestions regarding removal of invasive plant species.

A boot brush station to remove soil and seeds from the soles of visitors' footwear will be placed at the Huszar Creek Lane entrance to the Wild Coast Nature Refuge. Visitors will be encouraged to use it before walking the trails.

Play Clean Go boot brush station: playcleango.org.

4.11 Wildfire Risk Management

Photo: Mark Messier

Wildfire and wildfire suppression can be extremely damaging to sensitive ecosystems. Developing a fire management plan in consultation with the Bowen Island Fire Department and the BC Wildfire Service to identify optimum fire suppression techniques is recommended.

4.12 Climate Change Impacts and Management

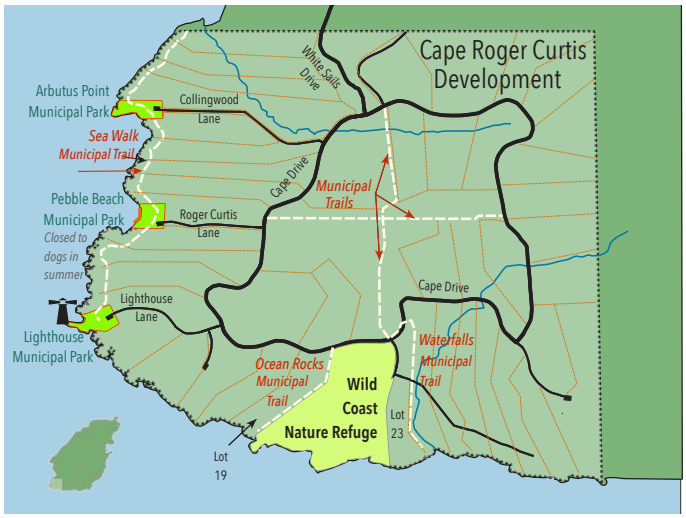
Climate change may impact the distribution of ecosystems across the landscape and may alter vegetation patterns, hydrology, biodiversity and the frequency of pest outbreaks. There may be increased risk from natural hazards such as windstorms, storm surges, and droughts.

Hotter, drier summers coupled with more extreme winter rain events may lead to premature drying of soils, changes in groundwater recharge rates, altered water table depths, and altered flow rates in the seasonal streams. There may be an increased risk of drought or flooding and changes to water quality. Hotter summers may lead to an increased risk of forest fire.

Biodiversity will also be impacted. Trends that may prevail in this region include changes to ecosystem boundaries. There may be a loss of species that are unable to adapt to changing climate conditions and an increase in competition from invasive species. Climate change may lead to a loss of habitat (see Appendix 6 Summary of Threats).

4.13 Maintenance of Biodiversity

The WCNR lies within a residential subdivision of ten acre lots (see map below).



The Location of WCNR within the Cape Roger Curtis Development

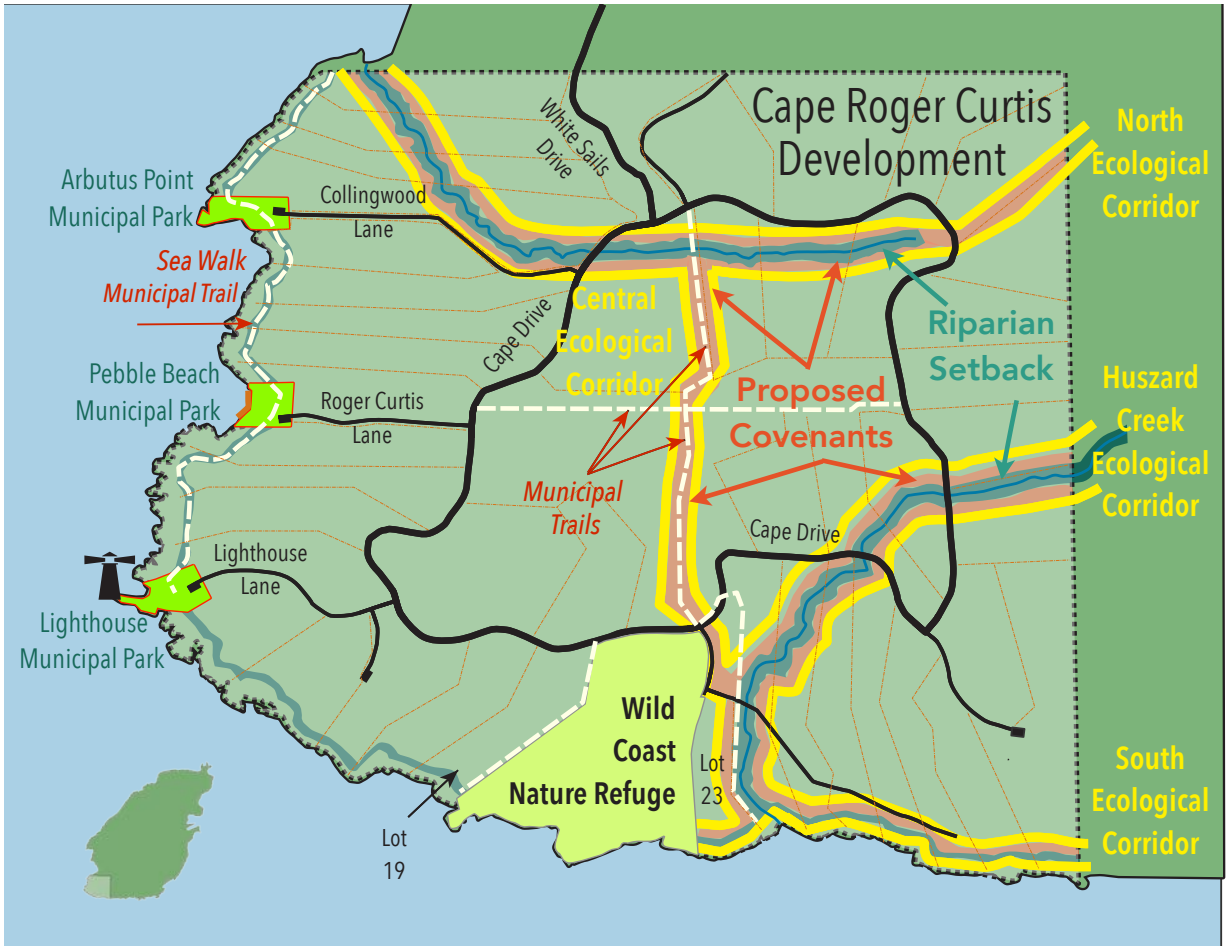
If properties adjacent to the reserve are developed and deforested, it will become a biological island isolated from adjacent natural areas.

Development and deforestation of lots adjacent to, and nearby the WCNR will ecologically isolate the reserve potentially hindering or severing the free movement of wildlife, seeds and spores into and out of the nature reserve. This isolating "Island Effect" will result in loss of species diversity and habitat loss within the refuge.

Management Initiatives

Creation of Wildlife Corridors

To reduce the risk of loss of biodiversity due to Island Effect, BIC could work with adjacent landowners, Bowen Island Municipality, and perhaps the Island Trust Conservancy to develop a set of land covenants (pink) that along with existing riparian setbacks (green) along the area's two streams, would result in a set of ecological corridors (yellow) linking WCNR with large tracts of natural lands outside of the Cape Roger Curtis Development (see map below).



5 Management Goals–immediate and five year goals

Year 1 – 2021/May 2022 (Prior to Opening of Lands)

Legal

- Draft, approve and register conservation covenant with BIM
- Apply for permissive tax exemption for 2022 taxes
- Obtain required liability insurance and ensure compliance

Planning

- Complete a management plan for Lands.
- Complete a baseline study to understand environmental assets, constraints and issues of lands
- Complete and implement an environmental infrastructure study to assist with design of trails, placement of fences, signs, etc.
- Design the trail network.
- Determine "no go" zones
- Develop a phase 1 restoration plan

Operations

- Appoint an Operations Lead to oversee planning and operations for onsite infrastructure (e.g. fencing, signage placement and trail development) and work programs (e.g. invasive plant management)
- Recruit volunteers to assist with work on the lands, including management of invasive species
- Collaborate with BIM on shared issues (e.g. signage on Ocean Rocks Trail; construction of parking area)
- Design and place a Welcome sign at the entrance
- Initiate phase 1 restoration works

Communications

- Develop a naming strategy for the lands and complete naming process.
- Communicate with public about the plans for the lands, the 'no go' zones, the prohibition of dogs etc. – prior to opening
- Plan for/conduct official opening in May 2022

Five Year Goals: May 2022–2027

Legal

- Apply for permissive tax exemption in fall of 2023 (3 year cycle, we are in second year)

Planning

- Develop an interpretation strategy/plan;
- Design interpretive signs
- Develop 5 year restoration plan

Operations

- Develop a roster of volunteers for monitoring the lands
- Plan a training workshop for volunteers
- Review signage needs
- Install interpretive signs
- Develop parking at Huszar Creek Lane entrance, working with BIM
- Install bike racks at entrance
- Manage invasive species
- Implement restoration works

Communications

- Design and place interpretive signs
- Plan education workshops/nature hikes with BICS, IPS, BIAC (The Hearth) – other organizations?
- At year 5, contract with a biologist to review and assess baseline inventory and changes over five years
- At year five, review management plan, activities to date and develop next five year plan.

6 References

Schaefer, C., 2021a, Baseline Inventory Report, May 20, 2021

Schaefer, C., 2021b, Infrastructure,Trail Routing And Management Recommendations To Avoid Or Mitigate Human Disturbance Of The Wild Coast Nature Refuge, October 30, 2021

7 Appendices

Appendix 1 - Acknowledgments

Primary Authors:
Land Management Committee of the Bowen Island Conservancy (Ellen Coburn, Allie Drake, Mark Edmonds, Louise Loik, Nerys Poole (chair), Bob Turner)

Expert Reviewers/Contributors:
Christine Torgrimson, Communication Consultant to the Bowen Island Conservancy, Technical Advisory Group (Bob Turner, Louise Loik, Alan Whitehead, Will Husby, Jeff Matheson, Mark Edmonds), Claudia Schaefer

Consultant Biologist:
Claudia Schaefer, M.Sc. R.P.Bio, who prepared the two reports that are attached as Appendix 1 and 2: 'Baseline Inventory Report' dated May 20, 2021 and the 'Infrastructure,Trail Routing and Management Recommendations Report' (dated October 30, 2021 (the "Schaefer Reports no.1 and no.2), which form an integral part of this management plan and guide much of the decision-making for the Wild Coast Nature Refuge

Operations Lead:
Mark Edmonds

Editorial Assistance:
Will Husby

Review and Approval by Board of Directors of Bowen Island Conservancy:
Owen Plowman (chair), Ellen Coburn, Allie Drake, Paula Hay, Louise Loik, Nerys Poole, John Rich, Bob Turner, Peter Williamson (Leo Chan assisted in early review and approval prior to his resignation from the Board in late November 2021.)

A special thank you to Christine Torgrimson who acted as our consultant in the early stages of the development of the management plan and provided us with valuable information on management plans and templates for the LMC to follow in preparing this plan.

The Bowen Island Conservancy acknowledges the assistance it has received to date from the Bowen Island Municipality staff and council and looks forward to continued cooperation with the municipality.

The BI Conservancy acknowledges that the Wild Coast Nature Refuge lie within the newly formed Átl'ka7tsem/ Howe Sound UNESCO Biosphere Region and that these lands play a role in meeting the Biosphere's goals for biodiversity protection

Appendix 2

Schaefer Report No.1:
Baseline Inventory Report
By Claudia Schaefer, May 20, 2021

The Schaefer Report No.1: Baseline Inventory Report contains species sensitive data. Access is restricted to members of the Technical Advisory Group and the Land Management Group of the Bowen Island Conservancy.

Appendix 3

Schaefer Report No.2: Infrastructure,Trail Routing And Management Recommendations To Avoid Or Mitigate Human Disturbance Of The Wild Coast Nature Refuge, October 30, 2021

The Schaefer Report No.2: Infrastructure,Trail Routing And Management Recommendations To Avoid Or Mitigate Human Disturbance Of The Wild Coast Nature Refuget contains species sensitive data. Access is restricted to members of the Technical Advisory Group and the Land Management Group of the Bowen Island Conservancy.

Appendix 4

Area	Legal Land Description	Title Restrictions	Zoning	Date Secured
10.36 acres	**1900 Cape Drive: Lot 20**, District Lot 1548, Group 1; New Westminster District Plan: BCP 43265, PID 028-132-238	See attached State of Title Certificates with charges on title for each lot	Bowen Island Municipality Official Community Plan designation = Rural (minimum 4 hectares)	Dec. 18, 2021 (registration in Land Title Office)
11.21 acres	**1910 Cape Drive: Lot 21,** District Lot 1548, Group 1; New Westminster District Plan: BCP 43265, PID 028-132-246	A section 219 ocean front conservation covenant was registered on title on December 18, 2009 on all waterfront lots including lots 20, 21 and 22, with Bowen Island Municipality as the covenant holder	Bowen Island Municipality Land Use Bylaw Zoning = Rural Residential 1 (minimum 4 hectares)	
10.76 acres	**1920 Huszar Creek Lane: Lot 22**, District Lot 1548, Group 1; New Westminster District Plan: BCP 43265, PID 028-132-254	Attached is Environmentally Sensitive Areas covenant on lot 21, registered on title on December 18, 2009, at the time of the subdivision of the whole 640 acres at Cape Roger Curtis, with Bowen Island Municipality as the covenant holder	Bowen Island Municipality Water Use Zone WB1(b): (extends 300 metres from the high water mark, allows public recreational activities and the opportunity to preserve and protect the natural qualities of the shore, provides for regulation of recreational boat moorage associated directly with upland uses)	

Appendix 5

Covenants on title

Attached is a section 219 Conservation Covenant over lots 20, 21 and 22, registered on title on September 2, 2021 with Bowen Island Municipality as the covenant holder, covenant on title for environmentally sensitive areas and covenant for protection of foreshore (placed on title at time of subdivision approval on December 18, 2009)

59 BB340389 18 DEC 2009 13 59 BB340390

LAND TITLE ACT
FORM C
(Section 233)
Province of British Columbia

GENERAL INSTRUMENT – PART 1 (This area for Land Title Office use) PAGE 1 of 15 pages

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)
Sarah W. Jones, **CLARK WILSON LLP,** Barristers and Solicitors, 800 – 885 West Georgia Street, Vancouver, B.C. V6C 3H1, Telephone (604) 687-5700, LTO Client No. 10153, File No. 34566-0001

signature of applicant, applicant's solicitor or agent

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:*

(PID)	*(LEGAL DESCRIPTION)*
SEE SCHEDULE	SEE SCHEDULE

3. NATURE OF INTEREST:*

DESCRIPTION	*DOCUMENT REFERENCE (page and paragraph)*	*PERSON ENTITLED TO INTEREST*
SEE SCHEDULE	SEE SCHEDULE	SEE SCHEDULE

4. TERMS: Part 2 of this instrument consists of (select only one)
(a) Filed Standard Charge Terms ☐ D.F. No.
(b) Express Charge Terms ■ Annexed as Part 2
(c) Release ☐ There is no Part 2 of this instrument

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

5. TRANSFEROR(S):*
SEE SCHEDULE

lp 12/18/2009 1:58:36 PM 5 2
Charge 2 $146.80

6. TRANSFEREE(S): (including postal address(es) and postal code(s))*
BOWEN ISLAND MUNICIPALITY, 981 Artisan Lane, Bowen Island, B.C. V0N 1G0

7. ADDITIONAL OR MODIFIED TERMS:*
NIL

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

Officer Signature(s)	Execution Date Y	M	D	Party(ies) Signature(s)
Name: SARAH W. JONES Barrister & Solicitor Address: CLARK WILSON LLP 800 - 885 WEST GEORGIA STREET VANCOUVER, B.C. V6C 3H1 Occupation: Telephone: (604) 687-5700 (as to both signatures)	09	12	1	**THE CAPE ON BOWEN COMMUNITY DEVELOPMENT LIMITED,** by its authorized signatory(ies) Print Name: Print Name:

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

* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.
** If space insufficient, continue executions on additional page(s) in Form D.

DYE & DURHAM CLIENT No. 11061
SURVEY DEPT.

3/35

CW2595969.14

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)	Execution Date Y	M	D	Transferor/Borrower/Party Signature(s)
Name: Address: SARAH W. JONES Barrister & Solicitor Occupation: CLARK WILSON LLP 800 - 885 WEST GEORGIA STREET VANCOUVER, B.C. V6C 3H1 Telephone: (604) 687-5700	09	12	1	**LEEDA DEVELOPMENTS CORP.,** by its authorized signatory(ies) Print Name: EDWIN LEE Print Name:

(as to all signatures)

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

CW2595969.14

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED PAGE 4 of 15 pages

Officer Signature(s)	Execution Date Y	M	D	Transferor/Borrower/Party Signature(s)
Name: Address: Occupation: (as to all signatures)				**BOWEN ISLAND MUNICIPALITY,** by its authorized signatory(ies) Print Name: Print Name:

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

CW2595969.14

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.

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:*

NPA	Lot 1 District Lot 1548 Group 1 New Westminster District Plan BCP 43265
NPA	Lot 2 District Lot 1548 Group 1 New Westminster District Plan BCP 43265
NPA	Lot 3 District Lot 1548 Group 1 New Westminster District Plan BCP 43265
NPA	Lot 4 District Lot 1548 Group 1 New Westminster District Plan BCP 43265
NPA	Lot 5 District Lot 1548 Group 1 New Westminster District Plan BCP 43265
NPA	Lot 6 District Lot 1548 Group 1 New Westminster District Plan BCP 43265
NPA	Lot 7 District Lot 1548 Group 1 New Westminster District Plan BCP 43265
NPA	Lot 8 District Lot 1548 Group 1 New Westminster District Plan BCP 43265
NPA	Lot 9 District Lot 1548 Group 1 New Westminster District Plan BCP 43265
NPA	Lot 10 District Lot 1548 Group 1 New Westminster District Plan BCP 43265
NPA	Lot 11 District Lot 1548 Group 1 New Westminster District Plan BCP 43265
NPA	Lot 12 District Lot 1548 Group 1 New Westminster District Plan BCP 43265
NPA	Lot 13 District Lot 1548 Group 1 New Westminster District Plan BCP 43265
NPA	Lot 14 District Lot 1548 Group 1 New Westminster District Plan BCP 43265
NPA	Lot 15 District Lot 1548 Group 1 New Westminster District Plan BCP 43265

CW2595969.14

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.

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:*

(PID)	*(LEGAL DESCRIPTION)*
NPA	Lot 16 District Lot 1548 Group 1 New Westminster District Plan BCP 43265
NPA	Lot 17 District Lot 1548 Group 1 New Westminster District Plan BCP 43265
NPA	Lot 18 District Lot 1548 Group 1 New Westminster District Plan BCP 43265
NPA	Lot 19 District Lot 1548 Group 1 New Westminster District Plan BCP 43265
NPA	Lot 20 District Lot 1548 Group 1 New Westminster District Plan BCP 43265
NPA	Lot 21 District Lot 1548 Group 1 New Westminster District Plan BCP 43265
NPA	Lot 22 District Lot 1548 Group 1 New Westminster District Plan BCP 43265
NPA	Lot 23 District Lot 1548 Group 1 New Westminster District Plan BCP 43265
NPA	Lot 24 District Lot 1548 Group 1 New Westminster District Plan BCP 43265
NPA	Lot 25 District Lot 1548 Group 1 New Westminster District Plan BCP 43265
NPA	Lot 26 District Lot 1548 Group 1 New Westminster District Plan BCP 43265
NPA	Lot 27 District Lot 1548 Group 1 New Westminster District Plan BCP 43265
NPA	Lot 28 District Lot 1548 Group 1 New Westminster District Plan BCP 43265
NPA	Lot 29 District Lot 1548 Group 1 New Westminster District Plan BCP 43265
NPA	Lot 30 District Lot 1548 Group 1 New Westminster District Plan BCP 43265

CW2595969.14

LAND TITLE ACT
FORM E

SCHEDULE PAGE 7 of 15 pages

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

3. NATURE OF INTEREST:*

DESCRIPTION	*DOCUMENT REFERENCE (page and paragraph)*	*PERSON ENTITLED TO INTEREST*
Secion 219 Covenant ~~over that portion described in section 1(a) of the attached instrument~~	Entire Instrument	TRANSFEREE
Priority Agreement over Mortgage BW397586 and Assignment of Rents BW397587	Page 14	TRANSFEREE
Priority Agreement over Mortgage BW497014	Page 15	TRANSFEREE

5. TRANSFEROR(S):*

THE CAPE ON BOWEN COMMUNITY DEVELOPMENT LIMITED, (Inc. No. BC0681188), 1908 – 925 West Georgia Street, Vancouver, B.C. V6C 3L2, **HSBC BANK CANADA**, a chartered bank of Canada, 200 – 885 West Georgia Street, Vancouver, B.C. V6J 3G1 **(as to priority only)**, and **LEEDA DEVELOPMENTS CORP.** (Inc. No. 460105), 102 – 1688 West Broadway, Vancouver, B.C. V6J 3G1 **(as to priority only)**

CW2595969.14

TERMS OF INSTRUMENT - PART 2

SECTION 219 COVENANT – OCEAN FRONTING LANDS

THIS AGREEMENT is dated for reference the 10th day of December, 2009.

BETWEEN:

THE CAPE ON BOWEN COMMUNITY DEVELOPMENT LIMITED, (Inc. No. BC0681188), 1908 – 925 West Georgia Street, Vancouver, B.C. V6C 3L2

(the "Owner")

AND:

BOWEN ISLAND MUNICIPALITY, 981 Artisan Lane, Bowen Island, B.C. V0N 1G0

(the "Municipality")

WHEREAS:

A. The Owner is the registered owner of those lands and premises situate on Bowen Island in the Province of British Columbia, described in Item 2 of Form C to which this Terms of Instrument is attached (the "Lands");

B. Section 219 of the *Land Title Act*, R.S.B.C. 1996, c. 250, and amendments thereto (the "*Land Title Act*"), state that a covenant in favour of a municipality may be registered as a charge against the title to the land and is enforceable against the covenantor and its successors in title even if the covenant is not annexed to land owned by the municipality; and

C. The Owner wishes to subdivide the Lands, and has agreed to grant this Section 219 Covenant against the Lands in connection therewith;

NOW, THEREFORE, pursuant to Section 219 of the *Land Title Act* and in consideration of $1.00 now paid by the Municipality to the Owner, the receipt and sufficiency of which is hereby acknowledged, and of the premises herein contained, the parties covenant and agree as follows:

1. Definition.

In this Agreement, "Covenant Area" means that portion of the Lands within 30 meters from the natural boundary outlined in bold on the Sketch Plan prepared by Michael J. Seitz, B.C.L.S, which plan is attached as Schedule "A" to this Agreement, and for the

purposes of this Agreement "natural boundary" has the meaning given in the *Land Act* (British Columbia) on the reference date of this Agreement. For clarity, the Sketch Plan is attached only to identify which natural boundary on the Lands is the subject of this Covenant.

Owner's Covenants.

2. The Owner covenants and agrees with the Municipality that, except as provided in Section 3 of this Agreement, the Owner:

   (a) will not build, place or install any building or structure of any kind on, over or under the Covenant Area;

   (b) will not excavate, remove soil or place fill from or on the Covenant Area;

   (c) will not cut, trim, prune or remove any vegetation or tree from, or plant any non-native vegetation within, the Covenant Area;

   (d) will not use pesticides, herbicides or any other deleterious substance of any kind on, or allow their entry into, the Covenant Area;

   (e) will, at the sole expense of the Owner, do or cause to be done all acts reasonably necessary to grant priority to this Agreement over all financial charges and encumbrances which are registered against the title to the Lands in the Lower Mainland Land Title Office, which for greater certainty does not include charges and encumbrances in favour of the Municipality or other governmental authority or those specifically approved in writing by the Municipality.

3. The covenants herein granted are subject to the restrictions and limitations hereinafter set forth in favour of the Owner:

   (a) The Owner may clear a trail within the Covenant Area from all obstructions of a permanent nature (including any trees, shrubs or plants) to a maximum width of two metres, as provided for in Statutory Right of Way No. BB340396 and Statutory Right of Way No. BB340404 granted by the Owner in favour of the Municipality;

   (b) The Owner may cut, trim, prune and remove trees, shrubs and plants within a maximum corridor width of 30 metres on a parcel to create sight lines from the upland portion of the Lands, provided that:

      (i) a site-specific vegetation management plan is prepared and signed by an International Society of Arboriculture Certified Arborist and a Registered Professional Biologist, which plan sets out the particulars of the cutting, trimming, pruning and removal, and states that, if carried out in compliance with the plan, it will not compromise the health or stability of the forest cover and plant communities viewed over the Covenant Area on the parcel as a whole;

(ii) the Owner provides a copy of the vegetation management plan to the Municipality; and

(iii) the cutting, trimming, pruning and removal is carried out in compliance with the vegetation management plan;

(c) the maximum corridor width under section 3(b) will increase to 50 metres in respect of:

(i) Lot 10, if:

- the Owner of Lot 10 seeks in writing to cut, trim, prune and remove trees, shrubs and plants within the adjacent road, in a location that is within 40 metres of the natural boundary, within a maximum corridor width of 30 metres, to create sight lines from the upland portion of Lot 10 over that portion of the road, and

- the Municipality refuses, and

(ii) Lot 14, if:

- the Owner of Lot 14 seeks in writing to cut, trim, prune and remove trees, shrubs and plants within the adjacent road, in a location that is within 40 metres of the natural boundary, within a maximum corridor width of 30 metres, to create sight lines from the upland portion of Lot 14 over that portion of the road, and

- the Municipality refuses;

provided however that the balance of section 3(b) still applies, including the requirement for a site-specific vegetation management plan prepared and signed by an International Society of Arboriculture Certified Arborist and a Registered Professional Biologist; and

(d) for certainty, nothing herein shall prevent the construction or installation of municipal drainage works within the Covenant Area to allow, manage or enhance drainage flows.

4. <u>Indemnity.</u>

The Owner hereby agrees to indemnify and save harmless the Municipality, and its elected and appointed officials, officers, employees, and agents from and against any loss, damage, debts, claims, liabilities, obligations, costs or causes of action which the Municipality and its elected and appointed officials, officers, employees and agents, or any of them, may suffer, incur, or be put arising, whether directly or indirectly, out of a breach of any covenant or condition of this Agreement by the Owner or its directors, officers, employees, or agents, or any other person for whom it is legally responsible.

5. Other.

It is further understood and agreed between the parties hereto that:

(a) Covenants run with the Lands: The covenants contained in this Agreement charge the Lands pursuant to Section 219 of the *Land Title Act* and are covenants the burden of which run with the Lands. It is expressly agreed that the benefit of all covenants made by the Owner in this Agreement will accrue solely to the Municipality and this Agreement may only be modified or discharged by agreement of the Municipality, pursuant to the provisions of Section 219(9) of the *Land Title Act;*

(b) Liability During Currency of Ownership: Notwithstanding anything contained in this Agreement, the Owner will not be liable under any of the covenants contained in this Agreement where such liability arises after the Owner ceases to have any further interest in the Lands;

(c) Subdivision of Lands: This Agreement burdens and charges any parcel into which the Lands are subdivided by any means and upon which any portion of the Covenant Area is located;

(d) Notice: Whenever it is required or desired that either party shall deliver or serve a notice on the other, delivery or service shall be deemed to be satisfactory if, and deemed to have occurred when:

(i) the Owner or the Corporate Officer of the Municipality has been served personally, on the date of service; or

(ii) mailed by prepaid registered mail, on the date received or on the sixth day after receipt of mailing by any Canada post office, whichever is earlier (except that in the event of interruption of mail service, notice shall be deemed to be delivered only when actually received by the party to whom it is addressed), so long as the notice is mailed to the party at the most recent address shown on title to lands in the records of the Lower Mainland Land Title Office for the party, or to whatever address the parties may from time to time advise in writing;

(e) No Derogation of Power: Nothing contained or implied herein will prejudice or affect the rights and powers of the Municipality in the exercise of its functions under any public and private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner;

(f) Applicable Law: This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia;

(g) Enurement: This Agreement will enure to the benefit of and be binding upon the parties to this Agreement and their respective successors and assigns;

(h) Number and Gender: Wherever the singular or masculine is used in this Agreement, the same will be construed as meaning the plural, feminine or body corporate or politic where the context of the parties so require;

(i) Amendments only in Writing: It is expressly agreed that the benefit of all covenants made by the Owner herein shall accrue to the Municipality and that this Agreement may only be modified or discharged by agreement of the Municipality and the Owner witnessed in writing;

(j) No Duty to Enforce: The Owner hereby covenants and agrees with the Municipality that the Municipality is under no obligation in law or equity to prosecute or enforce the terms of this Agreement in any way;

(k) Further Documents: The parties will do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement;

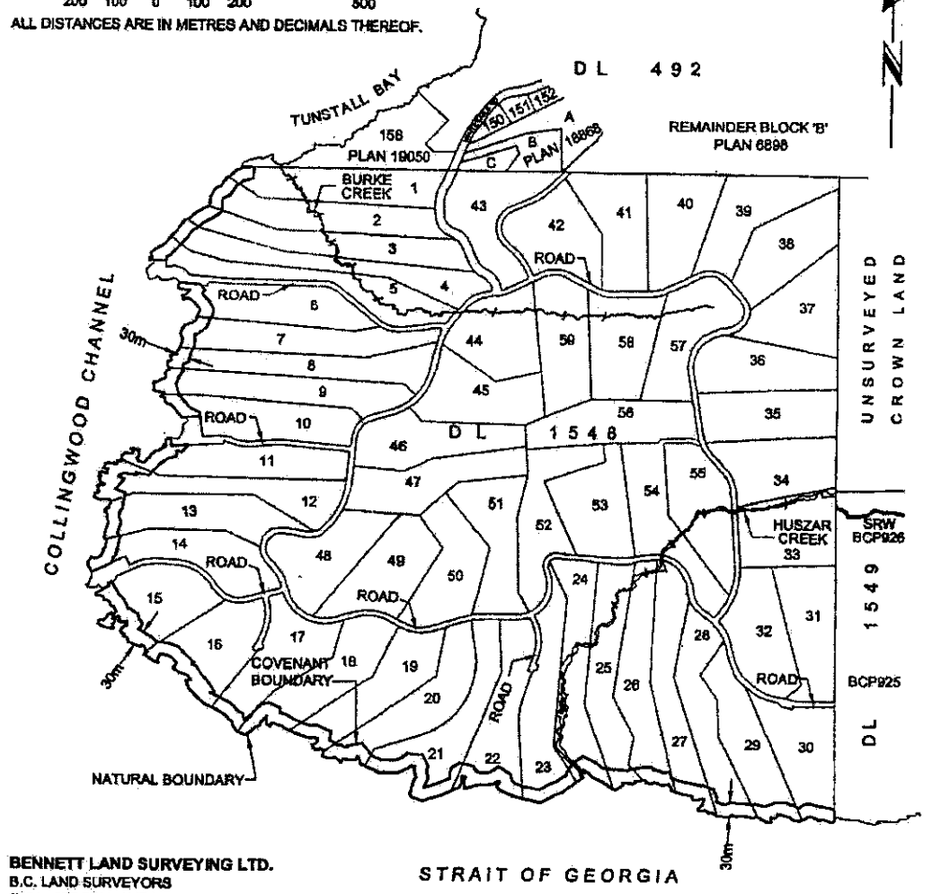
(l) Severance: If any section, subsection, sentence, clause or phrase in this Agreement is for any reason held to be invalid by the decision of a court of competent jurisdiction, the invalid portion will be severed and the provision that is invalid will not affect the validity of the remainder of the Agreement; and

(m) Inspection: In order to determine whether the Owner is in compliance with the covenants contained herein, the Bylaw Services Officer of the municipality or his delegate may enter and inspect the Covenant Area without the consent of the owner or occupier, with reasonable advance notice, except in the case of an emergency or pressing considerations in the Municipality's reasonable opinion.

IN WITNESS WHEREOF the parties have executed this Agreement on Forms C and D to which this Agreement is attached and which form part of this Agreement, effective as of the date first above written.

Schedule "A"

SKETCH PLAN OF RESTRICTIVE COVENANTS OVER PORTIONS OF LOTS 1 THROUGH 30 INCLUSIVE; ALL OF DISTRICT LOT 1548, GROUP 1, NEW WESTMINSTER DISTRICT, PLAN BCP_____.



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PROJECT: \50339-Legal Plans\DWG\
DRAWING FILE: SK50339-04E-SEA.DWG (JMF)

CW2595969.14

CONSENT AND PRIORITY AGREEMENT

WHEREAS HSBC BANK CANADA (the "Chargeholder") is the holder of Mortgage No. BW397586 and Assignment of Rents No. BW397587 (together, the "Charges") filed in the Lower Mainland Land Title Office, respectively encumbering the Lands as described in the attached Section 219 Covenant (the "Covenant").

Therefore this Consent and Priority Agreement witnesses that the Chargeholder hereby:

6. approves of, joins in and consents to the registration of the Covenant;

7. covenants and agrees that the Covenant is binding upon and takes priority over the Charges; and

8. postpones the Charges and all of its right, title and interest thereunder to the Covenant in the same manner and to the same effect as if the Covenant had been dated, executed and registered prior to the Charges.

IN WITNESS WHEREOF the Chargeholder has executed this Consent and Priority Agreement on the attached Form D.

CONSENT AND PRIORITY AGREEMENT

WHEREAS LEEDA DEVELOPMENTS CORP. (the "Chargeholder") is the holder of Mortgage No. BW497014 (the "Charge") filed in the Lower Mainland Land Title Office, encumbering the Lands as described in the attached Section 219 Covenant (the "Covenant").

Therefore this Consent and Priority Agreement witnesses that the Chargeholder hereby:

1. approves of, joins in and consents to the registration of the Covenant;

2. covenants and agrees that the Covenant is binding upon and takes priority over the Charges; and

3. postpones the Charges and all of its right, title and interest thereunder to the Covenant in the same manner and to the same effect as if the Covenant had been dated, executed and registered prior to the Charges.

IN WITNESS WHEREOF the Chargeholder has executed this Consent and Priority Agreement on the attached Form D.

END OF DOCUMENT

18 DEC 2009 14 01 BB340395

BB340394

LAND TITLE ACT
FORM C
(Section 233)
Province of British Columbia

GENERAL INSTRUMENT – PART 1 (This area for Land Title Office use) PAGE 1 of 13 pages

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)
Sarah W. Jones, **CLARK WILSON LLP,** Barristers and Solicitors, 800 – 885 West Georgia Street, Vancouver, B.C. V6C 3H1, Telephone (604) 687-5700, LTO Client No. 10153, File No. 34566-0001

signature of applicant, applicant's solicitor or agent

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:*

(PID)	*(LEGAL DESCRIPTION)*
SEE SCHEDULE	SEE SCHEDULE

3. NATURE OF INTEREST:*

DESCRIPTION	*DOCUMENT REFERENCE (page and paragraph)*	*PERSON ENTITLED TO INTEREST*
SEE SCHEDULE	SEE SCHEDULE	SEE SCHEDULE

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

(a) Filed Standard Charge Terms ☐ D.F. No.
(b) Express Charge Terms ■ Annexed as Part 2
(c) Release ☐ There is no Part 2 of this instrument

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

5. TRANSFEROR(S):*

SEE SCHEDULE

lp 12/18/2009 2:00:30 PM 5 2
Charge 2 $146.80

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

BOWEN ISLAND MUNICIPALITY, 981 Artisan Lane, Bowen Island, B.C. V0N 1G0

7. ADDITIONAL OR MODIFIED TERMS:*

NIL

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

Officer Signature(s)	Execution Date Y	M	D	Party(ies) Signature(s)
Name: SARAH W. JONES Address: Barrister & Solicitor Occupation: CLARK WILSON LLP (as to both sig 800 - 885 WEST GEORGIA STREET VANCOUVER, B.C. V6C 3H1 Telephone: (604) 687-5700	09	12	1	**THE CAPE ON BOWEN COMMUNITY DEVELOPMENT LIMITED,** by its authorized signatory(ies) Print Name: DON HO Print Name:

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

* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.
** If space insufficient, continue executions on additional page(s) in Form D.

CW2599282.12

DYE & DURHAM CLIENT No. 11061
SURVEY DEPT.

8/35

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)	Execution Date Y	M	D	Transferor/Borrower/Party Signature(s)
W Clarke Name: Address: Occupation: **WENDY CLARKE** A COMMISSIONER FOR TAKING AFFIDAVITS FOR BRITISH COLUMBIA 885 WEST GEORGIA STREET VANCOUVER, B.C. V6C 3G1 Date Commission Expires July 31, 2012 (as to all signatures)	09	12	09	**HSBC BANK CANADA,** by its authorized signatory(ies) Print Name: MICHAEL YEUNG ASSISTANT VICE PRESIDENT COMMERCIAL REAL ESTATE Print Name: DANIEL JAY Officer Commercial Real Estate

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

CW2599282.12

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED PAGE 3 of 13 pages

Officer Signature(s)	Execution Date Y	M	D	Transferor/Borrower/Party Signature(s)
Name: Address: Occupation: **SARAH W. JONES** ***Barrister & Solicitor*** **CLARK WILSON LLP** **800 - 885 WEST GEORGIA STREET** **VANCOUVER, B.C. V6C 3H1** **Telephone: (604) 687-5700** (as to all signatures)	09	12	1	**LEEDA DEVELOPMENTS CORP.,** by its authorized signatory(ies) Print Name: EDWIN LEE Print Name:

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

CW2599282.12

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)	Execution Date Y	M	D	Transferor/Borrower/Party Signature(s)
Name: Address: Occupation: (as to all signatures)				**BOWEN ISLAND MUNICIPALITY,** by its authorized signatory(ies) Print Name: Print Name:

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

CW2599282.12

LAND TITLE ACT
FORM E

SCHEDULE PAGE 5 of 13 pages

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

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:*

(PID)	*(LEGAL DESCRIPTION)*
NPA	Lot 4 District Lot 1548 Group 1 New Westminster District Plan BCP 43265
NPA	Lot 5 District Lot 1548 Group 1 New Westminster District Plan BCP 43265
NPA	Lot 14 District Lot 1548 Group 1 New Westminster District Plan BCP 43265
NPA	Lot 15 District Lot 1548 Group 1 New Westminster District Plan BCP 43265
NPA	Lot 16 District Lot 1548 Group 1 New Westminster District Plan BCP 43265
NPA	Lot 17 District Lot 1548 Group 1 New Westminster District Plan BCP 43265
NPA	Lot 21 District Lot 1548 Group 1 New Westminster District Plan BCP 43265
NPA	Lot 25 District Lot 1548 Group 1 New Westminster District Plan BCP 43265
NPA	Lot 26 District Lot 1548 Group 1 New Westminster District Plan BCP 43265
NPA	Lot 27 District Lot 1548 Group 1 New Westminster District Plan BCP 43265
NPA	Lot 28 District Lot 1548 Group 1 New Westminster District Plan BCP 43265
NPA	Lot 29 District Lot 1548 Group 1 New Westminster District Plan BCP 43265
NPA	Lot 30 District Lot 1548 Group 1 New Westminster District Plan BCP 43265
NPA	Lot 31 District Lot 1548 Group 1 New Westminster District Plan BCP 43265
NPA	Lot 32 District Lot 1548 Group 1 New Westminster District Plan BCP 43265
NPA	Lot 37 District Lot 1548 Group 1 New Westminster District Plan BCP 43265

CW2599282.12

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.

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:*

(PID)	*(LEGAL DESCRIPTION)*
NPA	Lot 48 District Lot 1548 Group 1 New Westminster District Plan BCP 43265
NPA	Lot 49 District Lot 1548 Group 1 New Westminster District Plan BCP 43265
NPA	Lot 50 District Lot 1548 Group 1 New Westminster District Plan BCP 43265
NPA	Lot 51 District Lot 1548 Group 1 New Westminster District Plan BCP 43265
NPA	Lot 53 District Lot 1548 Group 1 New Westminster District Plan BCP 43265
NPA	Lot 54 District Lot 1548 Group 1 New Westminster District Plan BCP 43265
NPA	Lot 56 District Lot 1548 Group 1 New Westminster District Plan BCP 43265

3. NATURE OF INTEREST:*

DESCRIPTION	*DOCUMENT REFERENCE (page and paragraph)*	*PERSON ENTITLED TO INTEREST*
Section 219 Covenant over part on Plan BCP 43266	Entire Instrument	TRANSFEREE
Priority Agreement over Mortgage BW397586 and Assignment of Rents BW397587	Page 12	TRANSFEREE
Priority Agreement over Mortgage BW497014	Page 13	TRANSFEREE

5. TRANSFEROR(S):*

THE CAPE ON BOWEN COMMUNITY DEVELOPMENT LIMITED, (Inc. No. BC0681188), 1908 – 925 West Georgia Street, Vancouver, B.C. V6C 3L2, **HSBC BANK CANADA**, a chartered bank of Canada, 200 – 885 West Georgia Street, Vancouver, B.C. V6J 3G1 **(as to priority only)**, and **LEEDA DEVELOPMENTS CORP.** (Inc. No. 460105), 102 – 1688 West Broadway, Vancouver, B.C. V6J 3G1 **(as to priority only)**

TERMS OF INSTRUMENT - PART 2

SECTION 219 COVENANT FOR ENVIRONMENTAL PROTECTION

THIS AGREEMENT is dated for reference the 10th day of December, 2009.

BETWEEN:

THE CAPE ON BOWEN COMMUNITY DEVELOPMENT LIMITED, (Inc. No. BC0681188), 1908 – 925 West Georgia Street, Vancouver, B.C. V6C 3L2

(the "Owner")

AND:

BOWEN ISLAND MUNICIPALITY, 981 Artisan Lane, Bowen Island, B.C. V0N 1G0

(the "Municipality")

WHEREAS:

A. The Owner is the registered owner of those lands and premises situate on Bowen Island in the Province of British Columbia, described in Item 2 of Form C to which this Terms of Instrument is attached (the "Lands");

B. Section 219 of the *Land Title Act*, R.S.B.C. 1996, c. 250, and amendments thereto (the "*Land Title Act*"), state that a covenant in favour of a municipality may be registered as a charge against the title to the land and is enforceable against the covenantor and its successors in title even if the covenant is not annexed to land owned by the municipality; and

C. The Owner wishes to subdivide the Lands and the Owner has agreed to grant this Section 219 Covenant against the Lands in connection therewith.

NOW, THEREFORE, pursuant to Section 219 of the *Land Title Act* and in consideration of $1.00 now paid by the Municipality to the Owner, the receipt and sufficiency of which is hereby acknowledged, and of the premises herein contained, the parties covenant and agree as follows:

1. **Definition.**

In this Agreement, "Covenant Area" means those portions of the Lands as shown in heavy outline on Reference Plan BCP 43266 dated November 3, 2009, prepared

by Michael J. Seitz, B.C.L.S., which plan is attached as Schedule "A" to this Agreement, which collectively has a total area of 105,000 square meters.

Owner's Covenants.

2. The Owner covenants and agrees with the Municipality that the Owner:

   (a) will not build, place or install any building or structure of any kind on, over or under the Covenant Area;

   (b) will not excavate, remove soil or place fill from or on the Covenant Area;

   (c) will not cut, trim, prune or remove any trees, shrubs or vegetation from, or plant any non-native vegetation within, the Covenant Area;

   (d) will not use pesticides, herbicides or any other deleterious substance of any kind on, or allow their entry into, the Covenant Area;

   (e) will, at the sole expense of the Owner, do or cause to be done all acts reasonably necessary to grant priority to this Agreement over all financial charges and encumbrances which are registered against the title to the Lands in the Lower Mainland Land Title Office, which for greater certainty does not include charges or encumbrances in favour of the Municipality or other governmental authority or those specifically approved in writing by the Municipality.

3. **Indemnity.**

The Owner hereby agrees to indemnify and save harmless the Municipality, and its elected and appointed officials, officers, employees, and agents from and against any loss, damage, debts, claims, liabilities, obligations, costs or causes of action which the Municipality and its elected and appointed officials, officers, employees and agents, or any of them, may suffer, incur, or be put arising, whether directly or indirectly, out of a breach of any covenant or condition of this Agreement by the Owner or its directors, officers, employees, or agents, or any other person for whom it is legally responsible.

4. **Other.**

It is further understood and agreed between the parties hereto that:

   (a) Covenants run with the Lands: The covenants contained in this Agreement charge the Lands pursuant to Section 219 of the *Land Title Act* and are covenants the burden of which run with the Lands. It is expressly agreed that the benefit of all covenants made by the Owner in this Agreement will accrue solely to the Municipality and this Agreement may only be modified or discharged by agreement of the Municipality, pursuant to the provisions of Section 219(9) of the *Land Title Act;*

(b) Liability During Currency of Ownership: Notwithstanding anything contained in this Agreement, the Owner will not be liable under any of the covenants contained in this Agreement where such liability arises after the Owner ceases to have any further interest in the Lands;

(c) Subdivision of Lands: This Agreement burdens and charges any parcel into which the Lands are subdivided by any means and upon which any portion of the Covenant Area is located;

(d) Notice: Whenever it is required or desired that either party shall deliver or serve a notice on the other, delivery or service shall be deemed to be satisfactory if, and deemed to have occurred when:

(i) the Owner or the Corporate Officer of the Municipality has been served personally, on the date of service; or

(ii) mailed by prepaid registered mail, on the date received or on the sixth day after receipt of mailing by any Canada post office, whichever is earlier (except that in the event of interruption of mail service, notice shall be deemed to be delivered only when actually received by the party to whom it is addressed), so long as the notice is mailed to the party at the most recent address shown on title to lands in the records of the Lower Mainland Land Title Office for the party, or to whatever address the parties may from time to time advise in writing;

(e) No Derogation of Power: Nothing contained or implied herein will prejudice or affect the rights and powers of the Municipality in the exercise of its functions under any public and private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner;

(f) Applicable Law: This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia;

(g) Enurement: This Agreement will enure to the benefit of and be binding upon the parties to this Agreement and their respective successors and assigns;

(h) Number and Gender: Wherever the singular or masculine is used in this Agreement, the same will be construed as meaning the plural, feminine or body corporate or politic where the context of the parties so require;

(i) Amendments only in Writing: It is expressly agreed that the benefit of all covenants made by the Owner herein shall accrue to the Municipality and that this Agreement may only be modified or discharged by agreement of the Municipality and the Owner witnessed in writing;

(j) No Duty to Enforce: The Owner hereby covenants and agrees with the Municipality that the Municipality is under no obligation in law or equity to prosecute or enforce the terms of this Agreement in any way;

(k) Further Documents: The parties will do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement;

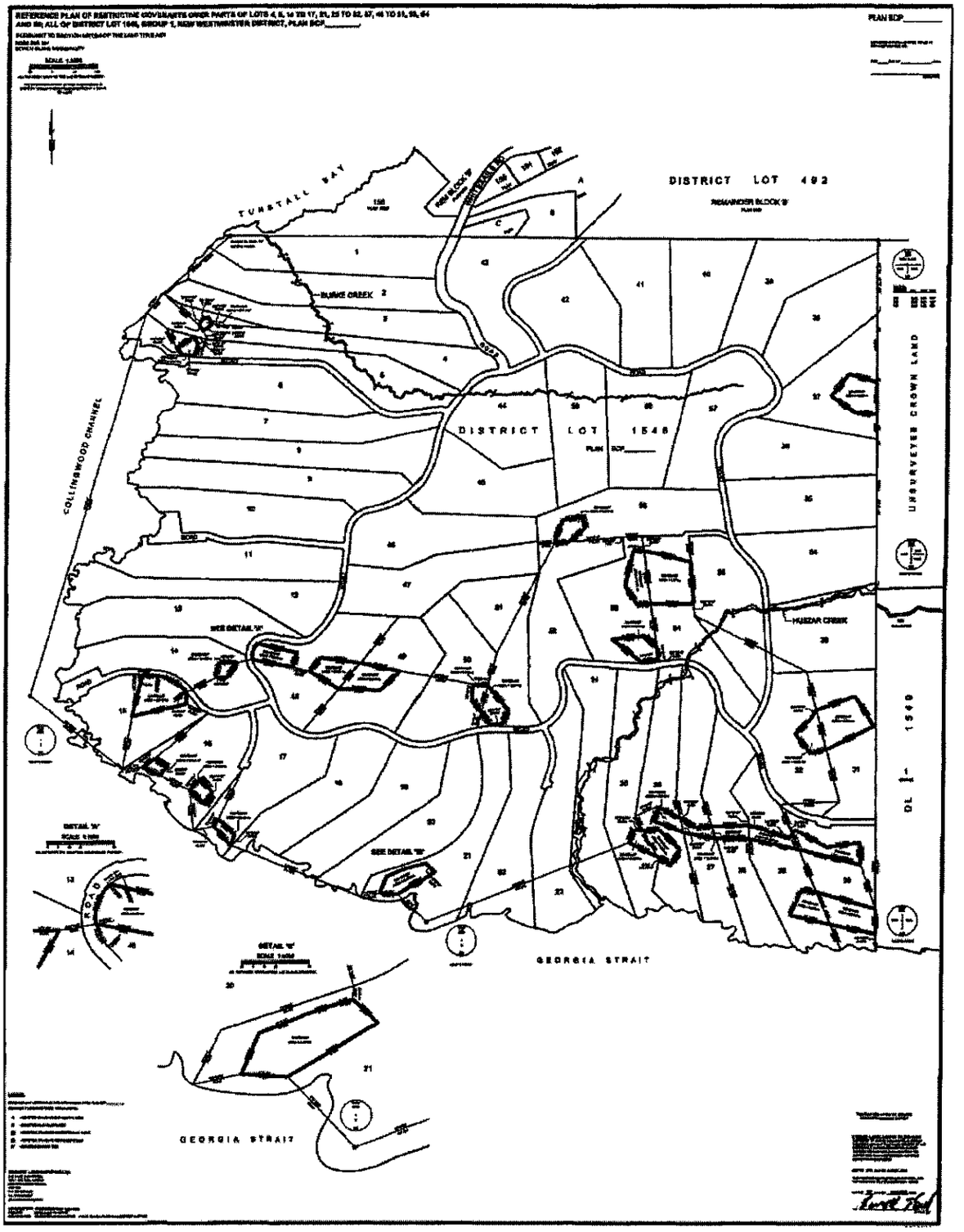
(l) Severance: If any section, subsection, sentence, clause or phrase in this Agreement is for any reason held to be invalid by the decision of a court of competent jurisdiction, the invalid portion will be severed and the provision that is invalid will not affect the validity of the remainder of the Agreement; and

(m) Inspection: In order to determine whether the Owner is in compliance with the covenants contained herein, the Bylaw Services Officer of the municipality or his delegate may enter and inspect the Covenant Area without the consent of the owner or occupier, with reasonable advance notice, except in the case of an emergency or pressing considerations in the Municipality's reasonable opinion.

IN WITNESS WHEREOF the parties have executed this Agreement on Forms C and D to which this Agreement is attached and which form part of this Agreement, effective as of the date first above written.

Schedule "A"

Reference Plan – Covenant Area



CW2599282.12

CONSENT AND PRIORITY AGREEMENT

WHEREAS HSBC BANK CANADA (the "Chargeholder") is the holder of Mortgage No. BW397586 and Assignment of Rents No. BW397587 (together, the "Charges") filed in the Lower Mainland Land Title Office, respectively encumbering the Lands as described in the attached Section 219 Covenant (the "Covenant").

Therefore this Consent and Priority Agreement witnesses that the Chargeholder hereby:

1. approves of, joins in and consents to the registration of the Covenant;

2. covenants and agrees that the Covenant is binding upon and takes priority over the Charges; and

3. postpones the Charges and all of its right, title and interest thereunder to the Covenant in the same manner and to the same effect as if the Covenant had been dated, executed and registered prior to the Charges.

IN WITNESS WHEREOF the Chargeholder has executed this Consent and Priority Agreement on the attached Form D.

CONSENT AND PRIORITY AGREEMENT

WHEREAS LEEDA DEVELOPMENTS CORP. (the "Chargeholder") is the holder of Mortgage No. BW497014 (the "Charge") filed in the Lower Mainland Land Title Office, encumbering the Lands as described in the attached Section 219 Covenant (the "Covenant").

Therefore this Consent and Priority Agreement witnesses that the Chargeholder hereby:

4. approves of, joins in and consents to the registration of the Covenant;

5. covenants and agrees that the Covenant is binding upon and takes priority over the Charges; and

6. postpones the Charges and all of its right, title and interest thereunder to the Covenant in the same manner and to the same effect as if the Covenant had been dated, executed and registered prior to the Charges.

IN WITNESS WHEREOF the Chargeholder has executed this Consent and Priority Agreement on the attached Form D.

END OF DOCUMENT

1. Application

RATCLIFF & COMPANY LLP
SUITE 500, EAST TOWER,
221 WEST ESPLANADE
NORTH VANCOUVER BC V7M 3J3
16049885201

2. Description of Land

PID/Plan Number	Legal Description
028-132-238	**LOT 20 DISTRICT LOT 1548 GROUP 1 NEW WESTMINSTER DISTRICT PLAN BCP43265**
028-132-246	**LOT 21 DISTRICT LOT 1548 GROUP 1 NEW WESTMINSTER DISTRICT PLAN BCP43265**
028-132-254	**LOT 22 DISTRICT LOT 1548 GROUP 1 NEW WESTMINSTER DISTRICT PLAN BCP43265**

3. Nature of Interest

Type	Number	Additional Information
COVENANT		**s. 219**

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

BOWEN ISLAND CONSERVANCY, NO.S0037289

6. Transferee(s)

BOWEN ISLAND MUNICIPALITY
981 ARTISAN LANE
BOWEN ISLAND BC V0N 1G0

7. Additional or Modified Terms

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8. Execution(s)

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

Witnessing Officer Signature	Execution Date	Transferor Signature(s)
_____ **V. Nerys Poole** **Commissioner for Taking Affidavits for British Columbia** 1492 Williams Road Bowen Island BC V0N 1G1	YYYY-MM-DD **2021-08-16**	**BOWEN ISLAND CONSERVANCY** TRANSFEROR By their Authorized Signatory _____ **OWEN PLOWMAN**

Officer Certification

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

Witnessing Officer Signature	Execution Date	Transferor Signature(s)
_____ **Hope Dallas** **Commissioner for Taking Affidavits for British Columbia** Bowen Island Municipality 981 Artisan Lane Bowen Island BC V0N 1G2 604-947-4255	YYYY-MM-DD **2021-08-25**	**BOWEN ISLAND MUNICIPALITY** TRANSFEREE By their Authorized Signatory _____ **Name: Liam Edwards, CAO**

Officer Certification

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

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Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

Charles Gregory Piercey 6ENRR5

Digitally signed by Charles Gregory Piercey 6ENRR5
Date: 2021-09-02 14:19:48 -07:00

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TERMS OF INSTRUMENT – PART 2

SECTION 219 COVENANT FOR ENVIRONMENTAL PROTECTION

BETWEEN:

BOWEN ISLAND CONSERVANCY (Incorporation No. S0037289), 680 Minnows Lane, PO Box 301 Bowen Island, BC V0N 1G0

(the "Owner")

AND:

BOWEN ISLAND MUNICIPALITY, 981 Artisan Lane, Bowen Island, BC V0N 1G0

(the "Municipality")

WHEREAS:

A. The Owner is the registered owner of those lands and premises situate on Bowen Island in the Province of British Columbia, described in Item 2 of Form C to which this Terms of Instrument is attached (the "Lands");

B. Section 219 of the *Land Title Act*, R.S.B.C. 1996, c. 250, and amendments thereto (the "*Land Title Act*"), state that a covenant in favour of a municipality may be registered as a charge against the title to the land and is enforceable against the covenantor and its successors in title even if the covenant is not annexed to land owned by the municipality;

C. The Lands contain significant amenities, including flora, fauna and natural features, of great importance to the Owner and to the public; and

D. The Owner wishes to preserve and protect the natural ecosystems, biological diversity and natural values of the Lands, and to provide opportunities for the quiet enjoyment of the amenities of the Lands by the public, and the Owner has agreed to grant this Section 219 Covenant against the Lands in connection therewith.

NOW, THEREFORE, pursuant to Section 219 of the *Land Title Act* and in consideration of $1.00 now paid by the Municipality to the Owner, the receipt and sufficiency of which is hereby acknowledged, and of the premises herein contained, the parties covenant and agree as follows:

1. Definition

1.1 In this Agreement, "Covenant Area" means:

(a) 1900 Cape Drive:

PID: 028-132-238
Lot 20 District Lot 1548 Group 1 New Westminster District Plan BCP43265

(b) 1910 Cape Drive:

PID: 028-132-246
Lot 21 District Lot 1548 Group 1 New Westminster District Plan BCP43265

(c) 1920 Huszar Creek Lane:

PID: 028-132-254
Lot 22 District Lot 1548 Group 1 New Westminster District Plan BCP43265

2. Owner's Covenants

2.1 The Owner covenants and agrees with the Municipality that the Owner:

(a) subject to section 3, will not build, place or install any building or structure of any kind on, over or under the Covenant Area;

(b) Subject to section 3, will not inhabit or occupy any dwelling on the Covenant Area;

(c) subject to section 4, will not excavate, remove soil, move soil, deposit soil from any other property, or place fill from or on the Covenant Area;

(d) subject to section 5, will not cut, trim, prune or remove any trees, shrubs or vegetation from, or plant any plant species that is not native to Bowen Island within the Covenant Area;

(e) will not use pesticides, herbicides or any other deleterious substance of any kind on, or allow their entry into, the Covenant Area other than to treat invasive species as listed in Section 1 of the Schedule to the Spheres of Concurrent Jurisdiction – Environment and Wildlife Regulation.

(f) subject to section 6, will permit access to the covenant area by the walking public on marked trails, boardwalks and designated viewing areas;

3. Permitted Structures

3.1 Notwithstanding section 2.1(a), the Owner may construct or replace structures on the Covenant Area for the purpose of protecting the natural state of the Land or enhancing the recreational enjoyment of the walking public, including without limitation, boardwalks, small bridges, viewing platforms, staircases, fences, signs, toilets, benches, and picnic shelters.

4. Restoration

4.1 Notwithstanding section 2.1(c), the Owner may excavate, remove soil or place certified weed-free soil or fill to restore the natural state of the Covenant Area.

5. Vegetation Removal

5.1 Notwithstanding section 2.1(d), the Owner may cut, trim, prune or remove trees, shrubs or vegetation in the Covenant Area for the purpose of removing invasive species, constructing trails and constructing structures permitted pursuant to section 3.

6. Management for Conservation

6.1 Notwithstanding Section 2.1(f), the Owner may in its sole discretion determine the location of trails, boardwalks and viewing areas, and from time to time replace, alter, expand, reduce or relocate trails, boardwalks and viewing areas.

7. Indemnity

7.1 The Owner hereby agrees to indemnify and save harmless the Municipality, and its elected and appointed officials, officers, employees, and agents from and against any loss, damage, debts, claims, liabilities, obligations, costs or causes of action which the Municipality and its elected and appointed officials, officers, employees and agents, or any of them, may suffer, incur, or be put arising, whether directly or indirectly, out of a breach of any covenant or condition of this Agreement by the Owner or its directors, officers, employees, or agents, or any other person for whom it is legally responsible.

8. Other

8.1 It is further understood and agreed between the parties hereto that:

(a) Covenants run with the Lands: The covenants contained in this Agreement charge the Lands pursuant to Section 219 of the *Land Title Act* and are covenants the burden of which run with the Lands. It is expressly agreed that the benefit of all covenants made by the Owner in this Agreement will accrue solely to the Municipality and this Agreement may only be modified or discharged by agreement of the Municipality, pursuant to the provisions of Section 219(9) of the *Land Title Act*;

(b) Liability During Currency of Ownership: Notwithstanding anything contained in this Agreement, the Owner will not be liable under any of the covenants contained in this Agreement where such liability arises after the Owner ceases to have any further interest in the Lands;

(c) Subdivision of Lands: This Agreement burdens and charges any parcel into which the Lands are subdivided by any means and upon which any portion of the Covenant Area is located;

(d) Notice: Whenever it is required or desired that either party shall deliver or serve a notice on the other, delivery or service shall be deemed to be satisfactory if, and deemed to have occurred when:

(i) the Owner or the Corporate Officer of the Municipality has been served personally, on the date of service; or

(ii) mailed by prepaid registered mail, on the date received or on the sixth day after receipt of mailing by any Canada post office, whichever is earlier (except that in the event of interruption of mail service, notice shall be deemed to be delivered only when actually received by the party to whom it is addressed), so long as the notice is mailed to the party at the most recent address shown on title to lands in the records of the Lower Mainland Land Title Office for the party, or to whatever address the parties may from time to time advise in writing;

(e) No Derogation of Power: Nothing contained or implied herein will prejudice or affect the rights and powers of the Municipality in the exercise of its functions under any public and private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner;

(f) Applicable Law: This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia;

(g) Enurement: This Agreement will enure to the benefit of and be binding upon the parties to this Agreement and their respective successors and assigns;

(h) Number and Gender: Wherever the singular or masculine is used in this Agreement, the same will be construed as meaning the plural, feminine or body corporate or politic where the context of the parties so require;

(i) Amendments only in Writing: It is expressly agreed that the benefit of all covenants made by the Owner herein shall accrue to the Municipality and that this Agreement may only be modified or discharged by agreement of the Municipality and the Owner witnessed in writing;

(j) No Duty to Enforce: The Owner hereby covenants and agrees with the Municipality that the Municipality is under no obligation in law or equity to prosecute or enforce the terms of this Agreement in any way;

(k) Further Documents: The parties will do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement;

(l) Severance: If any section, subsection, sentence, clause or phrase in this Agreement is for any reason held to be invalid by the decision of a court of

competent jurisdiction, the invalid portion will be severed and the provision that is invalid will not affect the validity of the remainder of the Agreement; and

(m) Inspection: In order to determine whether the Owner is in compliance with the covenants contained herein, the Bylaw Services Officer of the municipality or his delegate may enter and inspect the Covenant Area without the consent of the owner or occupier, with reasonable advance notice, except in the case of an emergency or pressing considerations in the Municipality's reasonable opinion.

IN WITNESS WHEREOF the parties have executed this Agreement on Form C to which this Agreement is attached and which forms part of this Agreement, effective as of the date of execution.

LAND TITLE OFFICE

STATE OF TITLE CERTIFICATE

Certificate Number: STSR3256046

File Reference: NB8797000

RATCLIFF & CO.
#500 - 221 WEST ESPLANADE
NORTH VANCOUVER BC V7M 3J3

A copy of this State of Title Certificate held by the land title office can be viewed for a period of one year at https://apps.ltsa.ca/cert (access code 793440).

I certify this to be an accurate reproduction of title number **CA8650437** at 09:18 this 20th day of April, 2021.

REGISTRAR OF LAND TITLES

Land Title District VANCOUVER
Land Title Office VANCOUVER

Title Number CA8650437
From Title Number CA2976481

Application Received 2020-12-16

Application Entered 2020-12-18

Registered Owner in Fee Simple
Registered Owner/Mailing Address: BOWEN ISLAND CONSERVANCY, INC.NO. S0037289
680 MINNOWS LANE, PO BOX 301
BOWEN ISLAND, BC
V0N 1G0

Taxation Authority Bowen Island, Municipality

Description of Land
Parcel Identifier: 028-132-254
Legal Description:
LOT 22 DISTRICT LOT 1548 GROUP 1 NEW WESTMINSTER DISTRICT PLAN BCP43265

LAND TITLE OFFICE

STATE OF TITLE CERTIFICATE

Certificate Number: STSR3256046

Legal Notations

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE BA430357

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE BB1118939

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE BB164809

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE BX269067

Charges, Liens and Interests

Nature:	COVENANT
Registration Number:	BB340325
Registration Date and Time:	2009-12-18 13:54
Registered Owner:	BOWEN ISLAND MUNICIPALITY
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	BB340327
Registration Date and Time:	2009-12-18 13:56
Registered Owner:	BOWEN ISLAND MUNICIPALITY
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	BB340389
Registration Date and Time:	2009-12-18 13:59
Registered Owner:	BOWEN ISLAND MUNICIPALITY
Remarks:	INTER ALIA

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	BB1280848
Registration Date and Time:	2010-09-27 14:02
Registered Owner:	BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
Remarks:	INTER ALIA

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	BB1280849
Registration Date and Time:	2010-09-27 14:02
Registered Owner:	TELUS COMMUNICATIONS INC.
Remarks:	INTER ALIA

LAND TITLE OFFICE

STATE OF TITLE CERTIFICATE

Certificate Number: STSR3256046

Nature:	STATUTORY BUILDING SCHEME
Registration Number:	BB1957659
Registration Date and Time:	2011-05-20 13:59
Remarks:	INTER ALIA

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	BB1341178
Registration Date and Time:	2011-08-23 12:49
Registered Owner:	SHAW CABLESYSTEMS LIMITED INCORPORATION NO. A75382
Remarks:	INTER ALIA

Nature:	UNDERSURFACE RIGHTS
Registration Number:	WX2107086
Registration Date and Time:	2019-02-04 12:15
Registered Owner:	HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA
Remarks:	INTER ALIA

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

This certificate is to be read subject to the provisions of section 23(2) of the Land Title Act(R.S.B.C. 1996 Chapter 250) and may be affected by sections 50 and 55-58 of the Land Act (R.S.B.C. 1996 Chapter 245).

LAND TITLE OFFICE

STATE OF TITLE CERTIFICATE

Certificate Number: STSR3256045

File Reference: NB8797000

RATCLIFF & CO.
#500 - 221 WEST ESPLANADE
NORTH VANCOUVER BC V7M 3J3

A copy of this State of Title Certificate held by the land title office can be viewed for a period of one year at https://apps.ltsa.ca/cert (access code 669739).

I certify this to be an accurate reproduction of title number **CA8650436** at 09:18 this 20th day of April, 2021.

REGISTRAR OF LAND TITLES

Land Title District	VANCOUVER
Land Title Office	VANCOUVER
Title Number	CA8650436
From Title Number	CA2976480
Application Received	2020-12-16
Application Entered	2020-12-18

Registered Owner in Fee Simple

Registered Owner/Mailing Address: BOWEN ISLAND CONSERVANCY, INC.NO. S0037289
680 MINNOWS LANE, PO BOX 301
BOWEN ISLAND, BC
V0N 1G0

Taxation Authority Bowen Island, Municipality

Description of Land

Parcel Identifier: 028-132-246
Legal Description:
LOT 21 DISTRICT LOT 1548 GROUP 1 NEW WESTMINSTER DISTRICT PLAN BCP43265

LAND TITLE OFFICE

STATE OF TITLE CERTIFICATE

Certificate Number: STSR3256045

Legal Notations

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE BA430357

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE BB1118939

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THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE BX269067

Charges, Liens and Interests

Nature:	COVENANT
Registration Number:	BB340325
Registration Date and Time:	2009-12-18 13:54
Registered Owner:	BOWEN ISLAND MUNICIPALITY
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	BB340327
Registration Date and Time:	2009-12-18 13:56
Registered Owner:	BOWEN ISLAND MUNICIPALITY
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	BB340389
Registration Date and Time:	2009-12-18 13:59
Registered Owner:	BOWEN ISLAND MUNICIPALITY
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	BB340394
Registration Date and Time:	2009-12-18 14:01
Registered Owner:	BOWEN ISLAND MUNICIPALITY
Remarks:	INTER ALIA PART IN PLAN BCP43266

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	BB1280848
Registration Date and Time:	2010-09-27 14:02
Registered Owner:	BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
Remarks:	INTER ALIA

LAND TITLE OFFICE

STATE OF TITLE CERTIFICATE

Certificate Number: STSR3256045

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	BB1280849
Registration Date and Time:	2010-09-27 14:02
Registered Owner:	TELUS COMMUNICATIONS INC.
Remarks:	INTER ALIA

Nature:	STATUTORY BUILDING SCHEME
Registration Number:	BB1957659
Registration Date and Time:	2011-05-20 13:59
Remarks:	INTER ALIA

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	BB1341178
Registration Date and Time:	2011-08-23 12:49
Registered Owner:	SHAW CABLESYSTEMS LIMITED INCORPORATION NO. A75382
Remarks:	INTER ALIA

Nature:	UNDERSURFACE RIGHTS
Registration Number:	WX2107086
Registration Date and Time:	2019-02-04 12:15
Registered Owner:	HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA
Remarks:	INTER ALIA

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

This certificate is to be read subject to the provisions of section 23(2) of the Land Title Act(R.S.B.C. 1996 Chapter 250) and may be affected by sections 50 and 55-58 of the Land Act (R.S.B.C. 1996 Chapter 245).

LAND TITLE OFFICE

STATE OF TITLE CERTIFICATE

Certificate Number: STSR3256043

File Reference: NB8797000

RATCLIFF & CO.
#500 - 221 WEST ESPLANADE
NORTH VANCOUVER BC V7M 3J3

A copy of this State of Title Certificate held by the land title office can be viewed for a period of one year at https://apps.ltsa.ca/cert (access code 234918).

I certify this to be an accurate reproduction of title number **CA8650435** at 09:15 this 20th day of April, 2021.

REGISTRAR OF LAND TITLES

LAND TITLE & SURVEY AUTHORITY OF BRITISH COLUMBIA
bc Land Title & Survey
THE LAND TITLE OFFICE NEW WESTMINSTER VANCOUVER

Land Title District VANCOUVER
Land Title Office VANCOUVER

Title Number CA8650435
From Title Number CA2976479

Application Received 2020-12-16

Application Entered 2020-12-18

Registered Owner in Fee Simple
Registered Owner/Mailing Address: BOWEN ISLAND CONSERVANCY, INC.NO. S0037289
680 MINNOWS LANE, PO BOX 301
BOWEN ISLAND, BC
V0N 1G0

Taxation Authority Bowen Island, Municipality

Description of Land
Parcel Identifier: 028-132-238
Legal Description:
LOT 20 DISTRICT LOT 1548 GROUP 1 NEW WESTMINSTER DISTRICT PLAN BCP43265

LAND TITLE OFFICE

STATE OF TITLE CERTIFICATE

Certificate Number: STSR3256043

Legal Notations

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE BA430357

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE BB1118939

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Registered Owner:	BOWEN ISLAND MUNICIPALITY
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	BB340327
Registration Date and Time:	2009-12-18 13:56
Registered Owner:	BOWEN ISLAND MUNICIPALITY
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	BB340389
Registration Date and Time:	2009-12-18 13:59
Registered Owner:	BOWEN ISLAND MUNICIPALITY
Remarks:	INTER ALIA

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	BB1280848
Registration Date and Time:	2010-09-27 14:02
Registered Owner:	BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
Remarks:	INTER ALIA

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	BB1280849
Registration Date and Time:	2010-09-27 14:02
Registered Owner:	TELUS COMMUNICATIONS INC.
Remarks:	INTER ALIA

LAND TITLE OFFICE

STATE OF TITLE CERTIFICATE

Certificate Number: STSR3256043

Nature:	STATUTORY BUILDING SCHEME
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Registration Date and Time:	2011-08-23 12:49
Registered Owner:	SHAW CABLESYSTEMS LIMITED INCORPORATION NO. A75382
Remarks:	INTER ALIA

Nature:	UNDERSURFACE RIGHTS
Registration Number:	WX2107086
Registration Date and Time:	2019-02-04 12:15
Registered Owner:	HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA
Remarks:	INTER ALIA

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

This certificate is to be read subject to the provisions of section 23(2) of the Land Title Act(R.S.B.C. 1996 Chapter 250) and may be affected by sections 50 and 55-58 of the Land Act (R.S.B.C. 1996 Chapter 245).

Appendix 6

Summary of Threats

Threats – on Lands and Surrounding Area	Coastal Douglas Fir and Western Hemlock Forests	Overall Threat Rank
Adjacent Residential Areas The Wild Coast Nature Refuge are within a residential subdivision of ten acre lots. There is potential for increased residential density in the Cape Roger Curtis area, creating potential human use impacts on the Wild Coast Nature Refuge. There is some potential that remaining lots in the Cape Roger Curtis area may be purchased and developed as a park by Metro Vancouver. Although this would be a tremendous asset for Bowen Island if this occurs, the Bowen Island Conservancy will have to prepare for an increase in visitation to the Wild Coast Nature Refuge and to ensure the public are aware of the differences in activities allowed on these lands.	Medium	Medium
Recreational Activities Bowen Island's proximity to Vancouver and the highly populated surrounding area presents potential problems related to visitor over-use of the park. Bikes of any type, motorized or otherwise, are prohibited. Dogs are prohibited, on or off leash. Kayaking at the seashore is discouraged but still available to anyone arriving from the sea, as the area below high water is open to the public who may choose to land on the beach. Efforts will be made with signage and monitoring to ensure only walking on designated trails and nature viewing on the lands is permitted and to educate the public about the impacts of the prohibited activities on the rare ecosystem here.	Medium	Medium
Fire and Fire Suppression There is no evidence of recent fire on the property, and given its close proximity to other residences, fire would likely be quickly suppressed. However, a local water supply for fire fighting is limited. Campfires by illegal campers in the summer season have been an issue. Coastal Douglas-fir ecosystems were adapted to low-intensity fires that used to occur about every 100 years. Such fires maintained the dominance of Douglas-fir by controlling growth of competing species. They also prevented tinder-dry debris from building up on the forest floor, thus reducing the risk of high-intensity fires, which could destroy the firs, encourage replacement by other conifers, and destroy herbaceous ecosystem species which are adapted to frequent, low-intensity fires. Vegetation recovery post-catastrophic fire is slow and invasive terrestrial species are likely to invade into areas with bare soil.	Medium	Medium
Climate Change Longer, hotter, drier summers and warmer, wetter winters are predicted for this area of British Columbia. Extreme droughts will stress vegetation and increase fire risks.	Medium	Medium
Invasive Non-Native/Alien Species Invasive plants are widespread on Bowen Island and seeds can spread to the Lands by human visitors, wildlife and windblown means. Invasive species can adversely impact native plant communities, driving overall reductions in species diversity. Feral cats have been observed on the Wild Coast Nature Refuge. They adversely impact wildlife.	Medium	Medium

Threats – on Lands and Surrounding Area	Coastal Douglas Fir and Western Hemlock Forests	Overall Threat Rank
Problematic Native Wildlife Species Abundant Mule Deer (*Odocoileus hemionus*) are problematic on Bowen Island, dramatically altering understory vegetation structure and composition by grazing and adversely affecting songbird populations . There is evidence of moderate browsing in the refuge. See Claudia's Recommendation re. fencing off a few areas to allow natural vegetation restoration without deer interference	Low	Low
Overall Threat Status	Medium	Medium to Low

Threat Designations

Very High	The threat is likely to destroy or eliminate the biodiversity target.
High	The threat is likely to seriously degrade the biodiversity target.
Medium	The threat is likely to moderately degrade the biodiversity target.
Low	The threat is likely to only slightly impair the biodiversity target.

Threats – on Lands and Surrounding Area	Coastal Bluff/ Wallace's selaginella/ reindeer lichens community	Overall Threat Rank
Adjacent Residential Areas The Wild Coast Nature Refuge are within a residential subdivision of ten acre lots. There is potential for: • increased residential density in the Cape Roger Curtis area, creating potential human use impacts • increased visitation if Metro Vancouver purchases adjacent lands for Metro Parks Increased use will increase use of trails and the likelihood of more off-trail walking on the open bluff landscape, as occurs at Lighthouse park resulting in crushing of small delicate plants and erosion of thin soils.. Loss of biodiversity will occur.	High/Very High	High/ Very High
Recreational Activities Bowen Island's proximity to Vancouver and the highly populated surrounding area presents potential problems related to visitor over-use of the park. Prohibition of certain activities (see page 16) will help to limit damage and loss of biodiversity. Regular monitoring of trail conditions and the coastal bluff habitat that they pass through must be maintained. Mitigation may include trail closure and/or rerouting.	High/Very High	High/ Very High
Fire and Fire Suppression There is no evidence of fire in coastal bluff communities. However, shore pine, Douglas fir, and Coastal Juniper trees are highly flammable in dry summer conditions and could be ignited by flying embers from a nearby forest fire. Given the Refuge's close proximity to existing housing, fire would likely be quickly suppressed, using seawater and fire retarding foams that will be toxic to the delicate plants of this community and by necessity these lands could be trampled by fire fighters. Though these occurrences may be somewhat unlikely, the results would likely be catastrophic with many species extirpated and thin soils washed away, making it difficult or impossible for natural regeneration to occur The open, unforested landscape with spectacular views is very attractive to visitors wanting to make illegal campfires, and illegal campsites which can easily damage this delicate habitat.	High/Very High	High/ Very High
Climate Change Longer, hotter, drier summers and warmer, wetter winters are predicted for this area of British Columbia. Extreme droughts may stress the specialist vegetation beyond their habitat tolerances and there will be increase fire risks.	High/Very High	High/ Very High
Invasive Non-Native/Alien Species Invasive plants are widespread in coastal bluff communities in other parts of Bowen. In parks such as Lighthouse Park in West Vancouver, many coastal bluff species have be extirpated by invasive plant species. The main avenues of invasive species infestation are windblown seeds and transportation of seeds and propegules on visitor clothing and on the soles of shoes and hiking boots. Protective measures include: regular surveys looking for invasive species, limiting of soil erosion (disturbed soil is a major location for establishment of invasive), and active removal of invasive plants.	High/Very High	High/ Very High