



File No.: GL-RZ-2014.1 (Crystal Mountain)

DATE OF MEETING: February 7, 2023  
TO: Galiano Island Local Trust Committee  
FROM: Brad Smith, Island Planner  
Southern Team  
COPY: Robert Kojima, Regional Planning Manager  
Kate Emmings, Manager, Islands Trust Conservancy  
SUBJECT: Crystal Mountain Rezoning Application – Bylaws No. 256 and 257  
Applicant: Crystal Mountain Society (CMS)  
Location: District Lot (DL) Lot 90 Lot 9 and DL 88 & 89 Lot A, North Galiano Island

## RECOMMENDATION

1. That the Galiano Island Local Trust Committee direct staff to schedule a Public Hearing on application GL-RZ-2014.1 (Crystal Mountain).

## REPORT SUMMARY

The purpose of this report is to provide an update to the Galiano Island Local Trust Committee (LTC) on application GL-RZ-2014.1 (Crystal Mountain), and to seek direction from the LTC regarding next steps for proposed Bylaws No. 256 and 257.

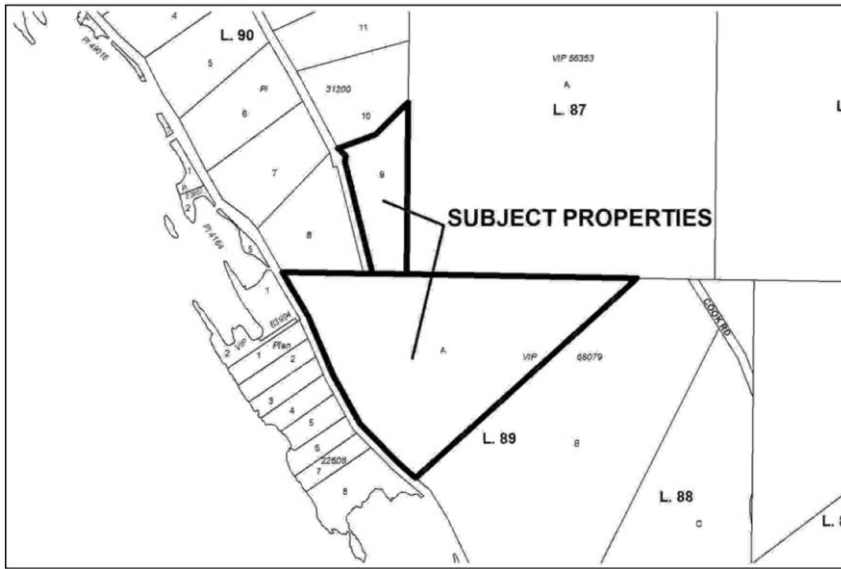
The above recommendation is supported as:

- The application has been in process for several years and from a staff perspective all information requested from the applicant to date has been provided in a satisfactory manner;
- Proposed Bylaws No. [256](#) and [257](#) have received first reading and the previous LTC has reviewed the Islands Trust Policy Statement Directive Policies Checklist and determined that the bylaws are not contrary to or at variance with the Islands Trust Policy Statement;
- First Nations and agency referrals have been completed and no major issues remain to be addressed;
- A Community Information Meeting was held in September 2022 with over 90 people in attendance; and,
- Proceeding to a public hearing will allow for additional community input prior to potential consideration of second and third reading of proposed Bylaw No. 256 and 257.

## BACKGROUND

This application is to rezone two subject properties (DL Lot 90 Lot 9 and DL 88 & 89 Lot A) on the north end of Galiano Island in order to permit a *spiritual education* land use (Figure 1). Lot 9 is currently zoned Rural 2 (R2) and Lot A is zoned Forest 1 (F1). The rezoning application has been open since 2014.

**Figure 1. Subject property map**



Further background to this application, including previous staff reports, proposed bylaws, professional reports and correspondence, is available on the Islands Trust website: <http://www.islandstrust.bc.ca/islands/local-trust-areas/galiano/current-applications/current-application-documents/>

## **ANALYSIS**

### ***Community Information Meeting Summary***

A CIM was held in person at the Galiano Island south community hall and via zoom on Saturday, September 24, 2022. Approximately 90 people were in attendance. Staff and the applicant (including hired professionals) provided a summary of the application status and details of the proposed development and then attendees were provided an opportunity to ask questions. Meeting minutes are included as Attachment 1.

### ***Water Monitoring Update***

The applicant has provided a professional report on groundwater level monitoring occurring in the central well and observation well for the period of September 6 to November 14, 2022 (Attachment 2). The report concludes:

1. Both the Central Well and the Observation show natural seasonal water level fluctuations in the range of about 3 metres, likely indicative of their location in a regional groundwater discharge zone where groundwater is moving upwards towards the land surface.
2. Both wells show minor water level effects of a few centimeters likely due to pumping of neighbouring wells.
3. Observation Well WID 23229 has also shown tidal effects of about 5 cm.
4. Pumping of the Central Well in August 2022 at rates between 150 and 175 USgals/day resulted in an overall water decline of less than 2 metres in the Central Well during the month with no discernible effects observed in the Observation Well.
5. The monitoring results are consistent with previous observations, assumptions and results reported on the pumping test carried out on the Central Well WID 23227 in 2015 (Kohut, 2015).

Staff are of the view that the monitoring results are consistent with previous studies and that adequate groundwater testing has been done with respect to the rezoning application. Well monitoring will be continued by the applicant in perpetuity as required by the s. 219 covenant.

The province has still not assigned a reviewing officer to the CMS water license application. The province may require that additional groundwater testing be complete prior to consideration of a water license.

Should the LTC decide to proceed at some point with consideration of adoption of Bylaw No. 256 and 257 prior to the issuance of a water license by the province, the LTC could make final rezoning subject to license approval.

The detailed [water management plan](#) (WMP) provides additional assurance that groundwater and surface water resources are adequately protected. Key requirements of the WMP are now captured in the draft s. 219 covenant for LTC consideration, as described in the section below.

#### ***S. 219 Covenant Additions***

Staff have worked with legal counsel and the applicant to draft s. 219 covenant conditions that capture the key requirements of the WMP (shown in track changes in Attachment 3). The proposed new conditions include:

- Clearing and revegetation requirements for new buildings;
- Potable groundwater and non-potable rainwater storage volume requirements;
- Water metering requirements;
- Perimeter drainage requirements;
- Restrictions on paving of road and parking areas;
- Surface water management requirements on access road;
- Central wellhead protection including vegetation buffering requirements; and,
- Existing greywater filtration system decommissioning.

The LTC could propose amendments or suggest additional covenant conditions at this time.

#### ***Statutory Requirements***

In accordance with regular statutory requirements, a public hearing would be required as part of the bylaw amendment process. Staff are recommending that the application proceed to public hearing at this time.

Public hearing notice would be posted as per statutory and bylaw requirements in advance of any public hearing.

### **Rationale for Recommendation**

Based on the foregoing, the recommendations on page 1 are supported as:

- The application has been in process for several years and from a staff perspective all information requested from the applicant to date has been provided in a satisfactory manner;
- Proposed Bylaws No. [256](#) and [257](#) have received first reading and the previous LTC has reviewed the Islands Trust Policy Statement Directive Policies Checklist and determined that the bylaws are not contrary to or at variance with the Islands Trust Policy Statement;
- First Nations and agency referrals have been completed and no issues remain to be addressed;
- A Community Information Meeting was held in September 2022 with over 90 people in attendance; and,
- Proceeding to a public hearing will allow for additional community input prior to potential consideration of second and third reading of proposed Bylaw No. 256 and 257.

### **ALTERNATIVES**

The LTC may consider the following alternatives to the staff recommendation:

#### **1. Request further information**

The LTC may request further information prior to making a decision. If selecting this alternative, the LTC should describe the specific information needed and the rationale for this request.

Resolution:

*That the Galiano Island Local Trust Committee request that the applicant submit to the Islands Trust \_\_\_\_\_.*

#### **2. Request additional amendments to draft Bylaw No. 256/257 prior to consideration of next steps.**

The LTC may request that additional amendments be made to the existing draft bylaws.

Resolution:

*That the Galiano Island Local Trust Committee direct staff to make the following amendments to draft Bylaws No. 256 and 257 \_\_\_\_\_.*

#### **3. Hold the application in abeyance**

The LTC may choose to hold the application in abeyance pending completion of a significant study or OCP process, etc.

Resolution:

*That the Galiano Island Local Trust Committee hold application GL-RZ-2014.1 (Crystal Mountain) in abeyance.*

**4. Deny the application**

The LTC may deny the application.

Resolution:

*That the Galiano Island Local Trust Committee proceed no further with application GL-RZ-2014.1 (Crystal Mountain).*

**NEXT STEPS**

With direction from LTC, staff will schedule a public hearing and initiate statutory notifications

Submitted By:	Brad Smith, Island Planner	January 30, 2023
Concurrence:	Robert Kojima, RPM	January 30, 2023

**ATTACHMENTS**

Attachment 1. September 2022 CIM meeting minutes

Attachment 2. January 2023 groundwater report

Attachment 3. Draft s.219 covenant and site plan

# ADOPTED



## Galiano Island Local Trust Committee

### Minutes of Special Meeting

**Date:** September 24, 2022  
**Location:** Galiano South Community Hall  
141 Sturdies Bay Road, Galiano Island, BC

**Members Present:** Dan Rogers, Chair  
Jane Wolverton, Trustee  
Tahirih Rockafella, Trustee

**Staff Present:** Brad Smith, Island Planner  
Lauren Edwards, Recorder

**Attendees:** There were approximately 90 people in attendance

#### 1. CALL TO ORDER

The meeting was called to order at 1:00 pm. Acknowledgement and gratitude was stated for the opportunity to live, work and play in the traditional territory of the Penelakut First Nation people.

#### 2. APPROVAL OF AGENDA

By general consent the agenda was approved as presented.

#### 3. BUSINESS

##### 3.1 Community Information Meeting re GL-RZ-2014.1 (Crystal Mountain)

Planner Smith presented on the rezoning application and provided an overview of the amendments for Bylaws 256 and 257, including that:

- the approval of the Minister of Municipal Affairs is required for bylaw 256 which will amend the Official Community Plan (OCP) to include policies and designation as Spiritual Education for 6.14 hectares of the site;
- 18.4 hectares will be designated as nature protection and transferred to the Islands Trust Conservancy;
- a Section 219 Covenant is in place for the land in perpetuity; and
- the LTC to consider public hearing prior to third reading.

Speakers on behalf of the Crystal Mountain site presented information, including:

- the purpose, history and use of the retreat and property;
- maximum users are limited to 30 people and four scheduled special events per year with user increase to 60 people on those four days;
- a description of proposed infrastructure, sleeping huts; footprint, environmental impact and FireSmart building materials;
- a description of relationship building that is occurring with the Penelakut First Nation people;
- technical information from a professional ecological assessment report was presented by biologist, Keith Erickson;
- technical information from a professional groundwater report was presented by Al Kohut, HyGeo Consulting;
- technical information from a professional water management plan report was presented by Gord Baird, EcoSense; and
- policy is supported for land use and preservation as well as community benefits and consideration for climate change.

Chair Rogers introduced the Q&A section of the meeting and responses included the following information.

- Zoning consideration is based on land use planning and protection;
- Staff reports and trustees have provided rationale for the zoning designation;
- Zoning does not permit commercial tourism and there are mechanisms set up to protect land and limit development as described in the presentation;
- Limits on the number of users per day is unique to this property on Galiano, but unknown with regards to other islands;
- There are no neighbour concerns previously presented which have not been addressed;
- The 12-hour well test will be adjudicated by the Ministry of Forests and Lands and they will decide if it is sufficient. If they require a 72-hour test, that would be fine;
- The water demand assessment was described in detail;
- The kitchen greywater system can no longer exist and greywater will go into the new septic system;
- There is a yearly two-level system for well testing;
- Prior to 2016, there were no regulations regarding greywater compost system. Any since 2016 have been grandfathered in. Approvals were only given after 2016;
- The water from the kitchen has been going into the greywater pit between two and four weeks per year for the last 15 years. No permission was required prior to 2016;
- Rezoning is to seek legal use of the property for the land use activity. Bylaw Enforcement and the LTC decided not to actively enforce land use bylaw;
- There is an allowable combination for potable and non-potable water;
- There is an aspect of the study program that requires isolation, therefore, separation is beneficial;

- In total, eco preservation is at 90%;
- An easement road currently exists and there is extra protection within the 219 covenant;
- On the upper property level, there is a meditation hut of 160 sq. ft. on skids which should not have been built;
- Applicant stated that in 2004, building was done to assist in designing the retreat and that there was no idea rezoning would take so long. She stated that the three huts should not have been built and apologized for this;
- The applicant commented that there had been meetings with the community over the years, that they are being as transparent as possible; and, that opinions, fears and advice were incorporated resulting in a decrease in huts, people and other parameters, such as the kitchen platform;
- Keith Erickson, Biologist, stated that the opinion of his professional organization was that there was no conflict of interest relating to his separate contracts associated with this site;
- Chair Rogers stated that Islands Trust take expert reports for what they are and sometimes will question such reports or get more than one opinion;
- Because the land donation is going to a public body, there are slightly different requirements regarding the subdivision process and the role of the approving officer is different;
- A water license would not apply to the existing hut on skids on the upper level without proof of potable water and, therefore, the structure could not be used;
- In all cases where there is non-compliance, bylaw enforcement has the right to enforcement;
- With regards to property boundary markings between Crystal Mountain and Islands Trust Conservancy, there is a rope across the easement road indicating private property, there will be added signage, the Islands Trust Conservancy requires corner marker stakes and there will likely be communication;
- Some indecipherable discussion occurred regarding lot access. The approving officer has the ability to allow for an easement access. There are alternative provisions as well. A portion of the lot will be accessed and the lot, as a whole, has road frontage;
- The Society requires 75% in favour in order to sell the property. The zoning and covenant would flow with the property;
- LTC can consider any rezoning application;
- Water use projection is determined by the land use permitted;
- Groundwater potential on the property was evaluated and it was concluded that it meets the use demand;
- Trustee Wolverton stated that she is weighing all the information regarding the application;
- Trustee Wolverton stated that trustees are at arms-length with regards to bylaw enforcement, there is a standing resolution regarding enforcement; and, the advice received was that it would be difficult to apply it retroactively; and
- Discussion became indecipherable at this point.



**4. ADJOURNMENT**

The meeting adjourned at 4:15 pm

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Dan Rogers, Chair

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Certified Correct:  
Lauren Edwards, Recorder

January 30, 2023

Crystal Mountain Society  
Galiano Island BC V0N 1P0

**Re: Update on 2022 Groundwater Level Monitoring, Crystal Mountain Retreat Centre, Observation Well WID 23229 and Central Well WID 23227, Galiano Island**

## Background

Further to my report (Kohut, 2022) on water level monitoring carried out at the above site from July 5, 2022 to September 6, 2022 the water level dataloggers were downloaded and reinstalled on November 14, 2022. This report summarizes the results of the water level monitoring carried out between September 6 and November 14, 2022.

## Monitoring Results

### *Observation Well WID 23229*

Figure 1 shows the water levels in the Observation Well from (a) July 5 to September 6, and (b) from September 6 to November 14, 2022. The water level shows a relatively steady decline of about 2.2 m from July to early November and then rises about 0.8 m with precipitation recharge in November. The Observation Well does not show any discernable effects (interference) from the Central Well that was last pumped in early September 2022 (Figure 2). Daily, minor pumping effects less than 0.5 cm in magnitude possibly due to a neighbouring well in the region are observed during the September - November period. Previously observed tidal effects appear to be masked by these pumping effects. The raw data for the September - November monitoring period is provided in Excel<sup>®</sup> spreadsheet titled "Crystal Mtn Observation Well Sept to November 2022.csv".

### *Central Well WID 23227*

Figure 2 shows the water levels in the Central Well from (a) July 5 to September 6, 2022 and (b) September 6 to November 14, 2022. The water level shows a relatively steady decline of about 1.6 m from July to early November and then rises about 0.25 m in November with precipitation recharge. Pumping effects in the well during August are apparent in hydrograph 2(a) as the well was pumped daily between August 5 and August 24 and once in early September as shown in hydrograph 2(b). The raw data for the September-November monitoring period is provided in Excel<sup>®</sup> spreadsheets titled "Crystal Mtn Central Well Sept to November 2022.csv".

## Conclusions


Based on the water level monitoring conducted on Observation Well WID 23229 and the Central Well WID 23227 between September 5, 2022 and November 14, 2022, the following conclusions can be made:


1. Water levels in both wells behaved in a similar fashion declining 1.6 to 2.2 m during the period July-November 2022. The decline in the observation well was greater likely due its location closer to neighbouring production wells downslope.
2. Water levels in Observation Well WID 23229 showed daily possible pumping effects of less than 5 cm in magnitude, masking previously observed tidal fluctuations.
3. Pumping of the Central Well in early September 2022 showed no discernible interference effects on the Observation Well.

## Closure

This report was prepared in accordance with generally accepted engineering, hydro-geological and consulting practices. It is intended for the prime use of Crystal Mountain Society, in connection with its purpose as outlined under the scope of work for this project. This report is based on data and information available to the author from various sources at the time of its preparation and the findings of this report may therefore be subject to revision. Data and information supplied by others has not been independently confirmed or verified to be correct or accurate in all cases. Any errors, omissions or issues requiring clarification should be brought to the attention of the author. The author retains full copyright of the material contained in the report. The author and Hy-Geo Consulting accepts no responsibility for damages suffered by any third party as a result of any unauthorized use of this report.

Respectfully submitted:

  
Alan P. Kohut, PEng  
Senior Hydrogeologist



Hy-Geo Consulting  
Permit to Practice Number: 1001034

## References

Kohut, A.P. 2022. *Groundwater Level Monitoring, Crystal Mountain Retreat Centre, Observation Well WID 23229 and Central Well WID 23227, Galiano Island*. Report prepared of Crystal Mountain Society. Hy-Geo Consulting, Victoria, British Columbia. September 14, 2022. File: 1508141.

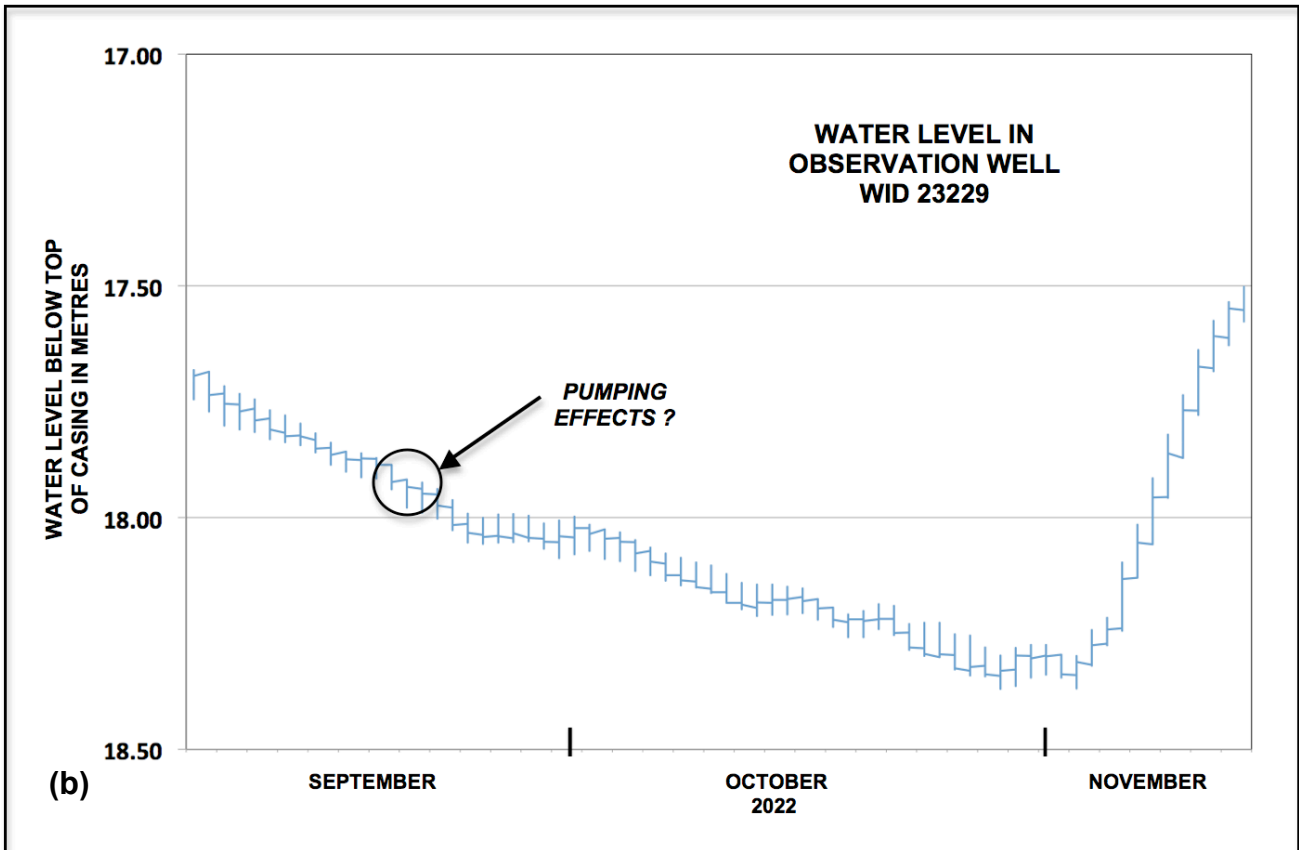
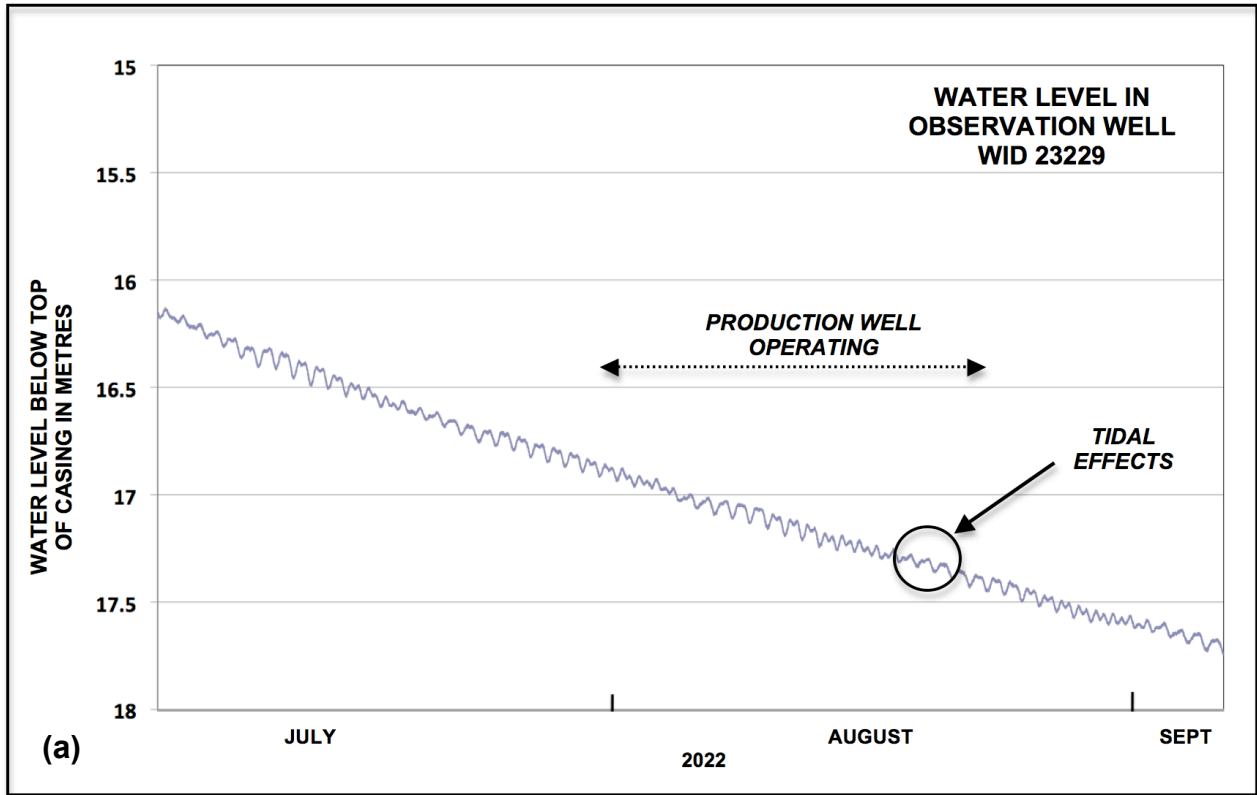


Figure 1. Variations in water levels in Observation Well from (a) July 5 to September 6, 2022, and (b) September 6 to November 14, 2022.

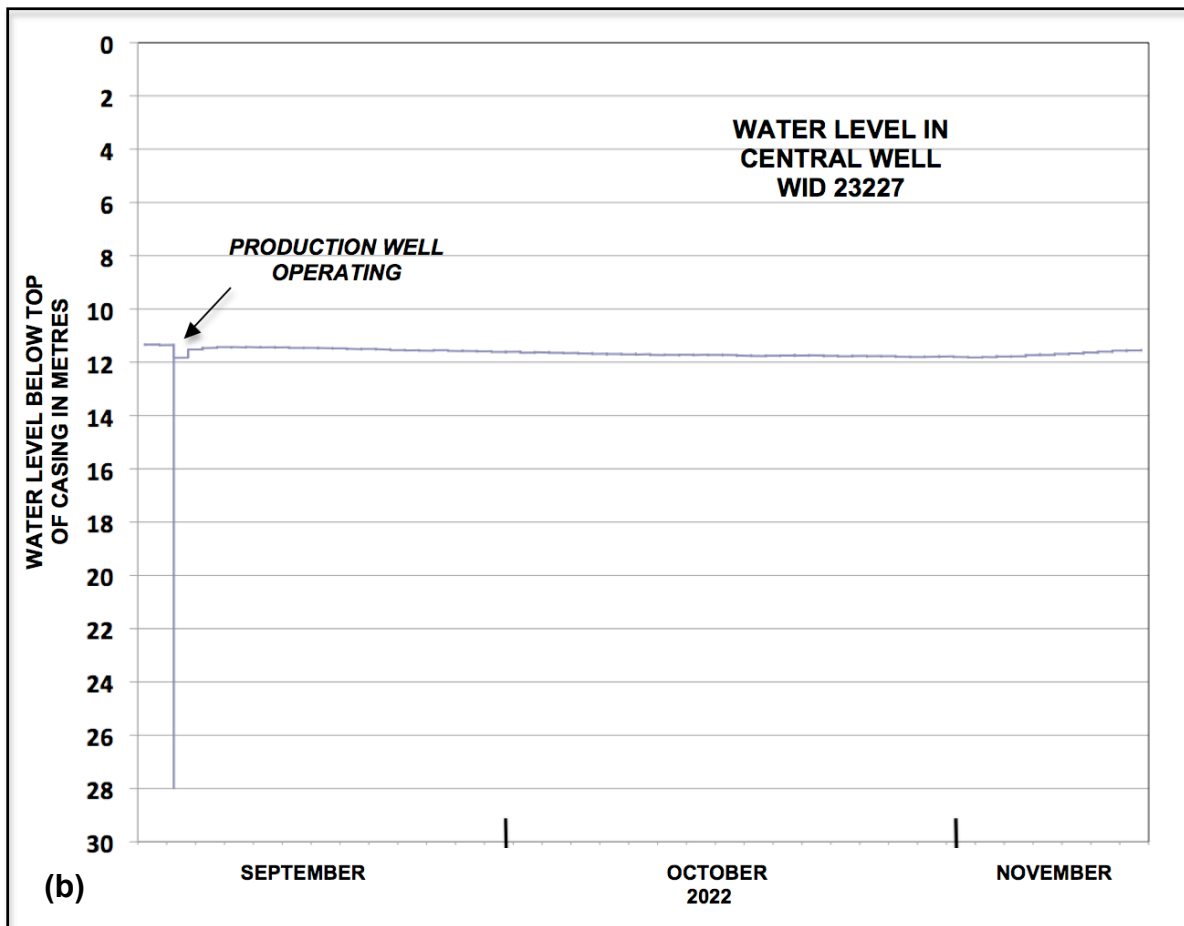
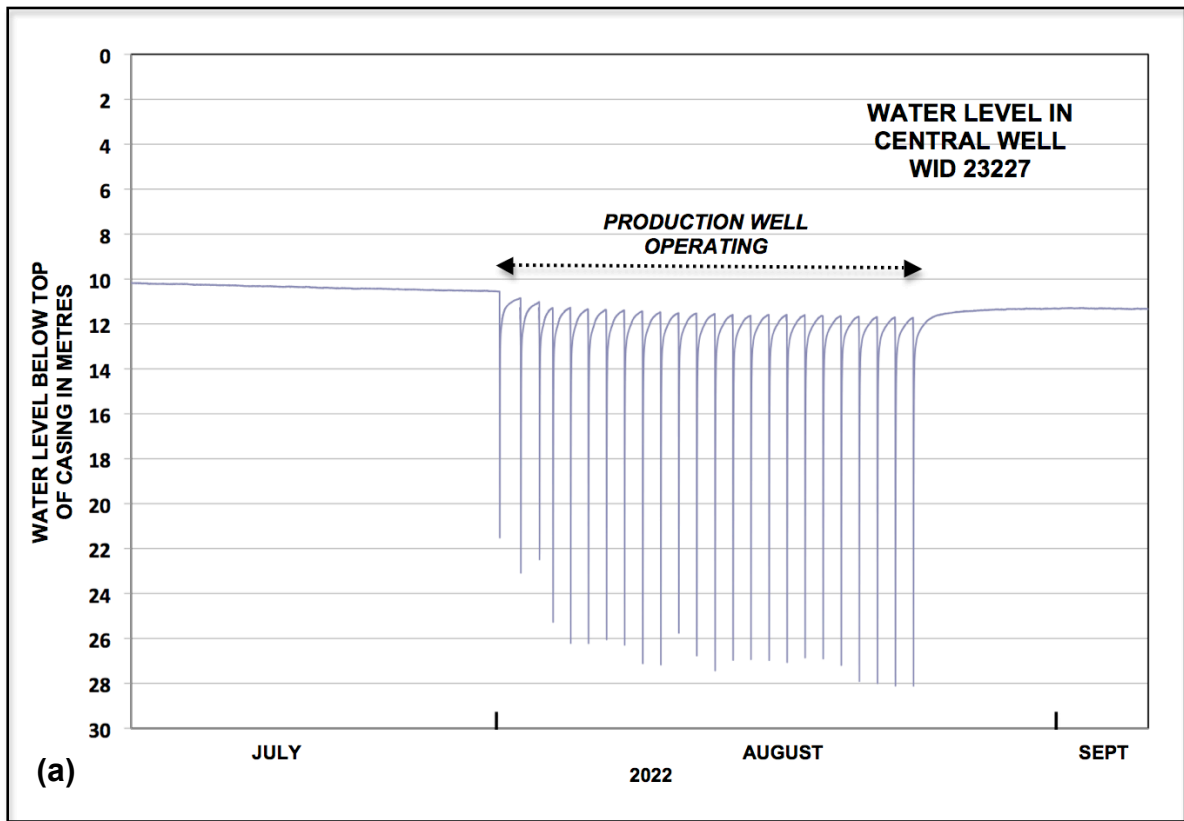


Figure 2. Variations in water levels in Production Well from (a) July 5 to September 6, 2022, and (b) September 6 to November 14, 2022.

**PART 2 – TERMS OF INSTRUMENT**

**SECTION 219 COVENANT**

This Agreement dated for reference the \_\_\_\_ day of \_\_\_\_\_, 2022 is

AMONG:

**CRYSTAL MOUNTAIN - A SOCIETY FOR EASTERN AND WESTERN STUDIES** (Incorporation No. S12799), c/o 300B - 2555 Cook Rd, Galiano Island, BC V0N 1P0

(the "Owner")

AND:

**GALIANO ISLAND LOCAL TRUST COMMITTEE**  
Suite 200, 1627 Fort Street, Victoria, British Columbia, V8R 1H8

(the "Trust Committee")

GIVEN THAT:

A. The Owner is the registered owner in fee simple of land more particularly described as:

**NOTE: This section may need to be updated to include new legal descriptions before covenant is finalized depending on timing of rezoning in relation to subdivision**

**PID: 000-851-035**

**Legal Description: LOT 9 DISTRICT LOT 90 GALIANO ISLAND COWICHAN DISTRICT PLAN 31200**

**PID: 024-351-041**

**Legal Description: LOT A DISTRICT LOTS 88 AND 89 GALIANO ISLAND COWICHAN DISTRICT PLAN VIP68079**

(the "Lands");

- B. The Owner has applied to the Trust Committee to amend the Galiano Island Land Use Bylaw to authorize a year-round Spiritual Education centre development on the Lands.
- C. Section 219 of the *Land Title Act* (British Columbia) provides that there may be registered as a charge against the title to land a covenant, whether of a negative or positive nature, in respect of the use of land;
- D. The Owner wishes to grant and the Trust Committee wishes to accept this covenant over the Lands, restricting the use of the Lands in the manner specified.

This Agreement is evidence that in consideration of the premises and covenants herein contained, the payment of two dollars (\$2.00) by the Trust Committee to the Owner, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree pursuant to s. 219 of the *Land Title Act* as follows:

### Definitions

1. In this Agreement:

- (a) "Ecological Assessment Report" means the report prepared by Keith Erickson and dated March 2021, a copy of which is attached to this Agreement as Schedule A.
- (b) "Natural Forest Cover" means areas characterized by forest in which natural tree canopy cover is greater than 30%, areas subject to natural disturbance such as disease or landslide, or areas characterized by naturally open ecosystems such as a marsh or meadow.
- (c) "Protected Tree" means any tree marked as a "Protected Live Tree" or a "Protected Dead Standing Tree (dbh > 50 cm)" on the Tree Protection Map.
- (d) "Root Protection Zone" means, in relation to a Protected Tree, any area of land within a distance equal to 12 times the diameter of the trunk of the tree, measured at breast height, or is within a distance a professional arborist determines is necessary to protect the health of the tree.
- (e) "Sensitive Ecosystem Areas" means the areas of the Lands shown on the Site Plan as "Old Forest, Moist Forest, Wetlands, Ridges, Cliffs"; "30m Stream Buffer", or "Stream".
- (f) "Site Plan" means the proposed plan for the use and development of the Lands attached to this Agreement as Schedule B.

(g) "Tree Protection Plan" means the map titled "Covenant Schedule 2 – Protected Trees" and dated January 2022, a copy of which is attached to this Agreement as Schedule C.

(g)(h) "Wellhead Buffer Area" means the area of the Lands shown as "Wellhead Buffer" on the map titled "Figure 5 Well Head Protection Map" and dated January 2022, a copy of which is attached to this Agreement as Schedule D.

### Permitted Structures: Siting and Size

2. The Owner shall not construct on or develop any buildings or structures on the Lands except in accordance with the Site Plan, and in the case of a building or structure shown on the Site Plan that is also included in the list of buildings and structures attached to this Agreement as Schedule ED, subject to the maximum size set out in that list.

2.3. New buildings must be situated within the natural forest with clearing as minimal as commercially reasonable. Where clearing around buildings occurs, surfaces must be revegetated with native grasses and other landscaping vegetation. Gravel or mineral soil may be maintained within a 1.5m perimeter around buildings in compliance with Firesmart recommendations.

#### Ecological Protection Measures

3.4. The Owner shall not construct on or develop the Lands, or otherwise use or alter the Lands, except in accordance with the recommendations of the Ecological Assessment Report, and in particular but without limitation the Owner shall:

- (a) not construct or develop any structures within any of the Sensitive Ecosystem Areas, except that the proposed meditation hall may be sited within the portion of the Sensitive Ecosystem Areas that is currently occupied by the existing meditation platform, as shown on the Site Plan;
- (b) not construct any roads on the Land other than the Roads shown on the Site Plan;
- (c) not construct utilities unless constructed along existing roads and designated utility routes as shown on the Site Plan;
- (d) not trim, prune, cut down, damage, destroy, move, or remove any Protected Tree, unless a professional arborist has first certified in writing that the Protected Tree poses a risk of harm to people or property, in which case the Owner may prune or cut down the Protected Tree but only to the extent necessary to address the risk;
- (e) not alter, construct or develop within any Root Protection Zone; and
- (f) utilize existing compacted soil areas for siting structures whenever possible.

#### Maintenance of Forest Cover

4.5. The Owner shall maintain at least 60 percent of the Lands as Natural Forest Cover.

#### Groundwater Use Restrictions and Monitoring

5.6. The central well located on the Lands, with the well identification number 23227 (the "Central Well"), shall be equipped with a totalizing flow meter and the Owner must maintain records of the total amount of water produced each month. The Owner shall keep these records and shall submit them to the Trust Committee upon request.

6.7. The well located on the Lands, with the well identification number 23229, shall be registered and maintained as a provincial observation well.

#### Water Storage and Management

8. The Lands must not be used or occupied for spiritual education purposes until and unless the owner has installed a dedicated potable water storage tank with a capacity of at least 45,415 litres.



9. A caretaker cottage is not permitted on the Lands unless the owner has installed a rainwater catchment system for non-potable water with a minimum of 6,825 litres of dedicated storage.
10. The Owner shall install domestic water meters on the caretaker cottage and the central kitchen/washroom/laundry facility, and the caretaker cottage and kitchen/washroom/laundry facility shall not be occupied or used until its water meter has been installed and is functioning properly.
11. The construction of the 'dining/kitchen' and 'communal bathroom and laundry' buildings is not permitted unless the owner has installed a rainwater catchment system for non-potable water with a minimum of 91,000 litres of dedicated storage.
12. All buildings subject to building permits must have perimeter drainage as per the BC Building code, and the required perimeter drainage for buildings within the 30 metre Central Well Wellhead Buffer Area must be designed to drain/infiltrate to land outside the buffer area, down gradient from the wellhead.
13. All roads and parking areas must remain unpaved. The access road requires a ditch or swale to mitigate and divert surface flows to the east and west at regular intervals to avoid surface flows that could migrate toward the Wellhead Buffer Area.
14. A 6 meter vegetated buffer must be placed between the Central Well and the central kitchen / washroom / laundry facility.
15. The existing greywater infiltration system servicing the existing open-walled kitchen must be decommissioned and removed upon completion of an approved wastewater system.

#### Potable Water Supply

16. The Owner shall not construct on or develop on the upper portion of the hooked lot, identified as "CMS Area 2" on the Site Plan, unless the Owner demonstrates a potable water source that supplies at least 572.4 liters of water per day.

#### Costs

- 7-17. The Owner covenants and agrees to perform all requirements and obligations of this Agreement at the Owner's sole cost and expense.

#### No Effect on Laws or Powers

- 8-18. This Agreement does not:

- (a) affect or limit the discretion, rights, duties or powers of the Trust Committee or the Capital Regional District under any enactment or at common law, including in relation to the use or subdivision of the Lands;
- (b) impose on the Trust Committee or the Capital Regional District any duty of care or other legal duty of any kind to the Owner or to anyone else;

- (c) oblige the Trust Committee to enforce this Agreement, which is a policy matter within the sole discretion of the Trust Committee;
- (d) affect or limit any enactment relating to the use or subdivision of the Lands;
- (e) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Lands.

#### Limitation on Obligations

~~9.19.~~ The Owner is only liable for breaches of this Agreement caused or contributed to by the Owner or which the Owner permits or allows. The Owner is not liable for the consequences of the requirements of any enactments or law or any order, directive, ruling or government action thereunder. The Owner is liable only for breaches of this Agreement which occur while the Owner is the registered owner of any interest in the Lands and then only to the extent of that interest.

#### Indemnity

~~10.20.~~ Pursuant to section 219(6) of the *Land Title Act*, the Owner hereby indemnifies and saves harmless the Trust Committee and its elected and appointed officials, officers, employees and agents, from and against all loss, damage, cost, actions, suits, debts, expenses and harm of any kind whatsoever which the Trust Committee may at any time suffer or incur arising out of or related to this Agreement or any breach of it.

#### No Liability in Tort

~~11.21.~~ The parties agree that this Agreement creates only contractual obligations. The parties agree that no tort obligations or liabilities of any kind exist between the parties in connection with the performance of or any default under or in respect of this Agreement. The intent of this section is to exclude tort liability of any kind and to limit the parties to their rights and remedies under the law of contract.

#### Covenant Runs with the Lands

~~12.22.~~ Every obligation and covenant of the Owner in this Agreement constitutes both a contractual obligation and a covenant granted under section 219 of the *Land Title Act* (British Columbia) in respect of the Lands. This Agreement burdens the Lands and runs with it and binds the successors in title to the Lands. This Agreement burdens and charges all of the Lands and any parcel into which it is subdivided by any means and any parcel into which the Lands is consolidated.

#### Registration

~~13.23.~~ The Owner agrees to do everything necessary, at the Owner's expense, to ensure that this Agreement is registered against title to the Lands with priority over all financial charges, liens and encumbrances registered or pending registration in the Land Title Office at the time of application for registration of this Agreement.

#### Waiver

~~14.24.~~ An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach. A waiver by the Trust Committee of a breach of this Agreement by the Owner does not operate as a waiver of any other breach of this Agreement.

#### Priority

~~15.25.~~ The Owner shall cause this Agreement to be registered in the applicable land title office against title to the Land with priority over all financial liens, charges and encumbrances, and any leases and options to purchase, registered or pending registration at the time of application for registration of this Agreement, including by causing the holder of each such lien, charge, encumbrance, lease or option to purchase to execute an instrument in a form required by the Trust Committee under which such holder postpones all of the holder's rights to those of the Trust Committee under this Agreement in the same manner and to the same extent as if such lien, charge, encumbrance, lease or option to purchase had been registered immediately after the registration of this Agreement.

#### Modification

~~16.26.~~ This Agreement may not be modified except by an agreement or instrument in writing signed by the Owner or its successors in title and the Trust Committee or a successor or assignee.

#### Severance

~~17.27.~~ If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.

#### No Other Agreements

~~18.28.~~ This Agreement is the entire agreement between the parties regarding its subject and it terminates and supersedes all other agreements and arrangements regarding its subject.

#### Binding of Successors

~~19.29.~~ This Agreement binds the parties to it and their respective successors, heirs, executors and administrators.

#### Further Acts

~~20.30.~~ The Owner must do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.

#### Governing Law

~~21.31.~~ This Agreement shall be governed by and constructed in accordance with the law of the Province of British Columbia, which shall be deemed to be the proper law hereof.

#### Deed and Contract

~~22.32.~~ By executing and delivering this Agreement the Owner intends to create both a contract and a deed executed and delivered under seal.

Execution in Counterparts & Electronic Delivery

~~23.33.~~ This Agreement may be executed in any number of counterparts and delivered by e-mail, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, provided that any party delivering this Agreement by e-mail shall also deliver to the other party an originally executed copy of this Agreement.

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

**INSERT SCHEDULES**

**Schedule A – Ecological Assessment Report**

**Schedule B– Site Plan**

**Schedule C – Tree Protection Plan**

**Schedule D – Well Head Protection Map**

**Schedule ED – List of Structures and Cumulative Lot Coverage**

# Crystal Mountain Society (CMS) Site Plan

January 2023

## Proposed Lot Boundaries

- Crystal Mountain Society
- Islands Trust Conservancy
- Property Line Setbacks

## Water System

- Observation Well
- Primary Well
- Proposed Ridge Well

## Access Routes

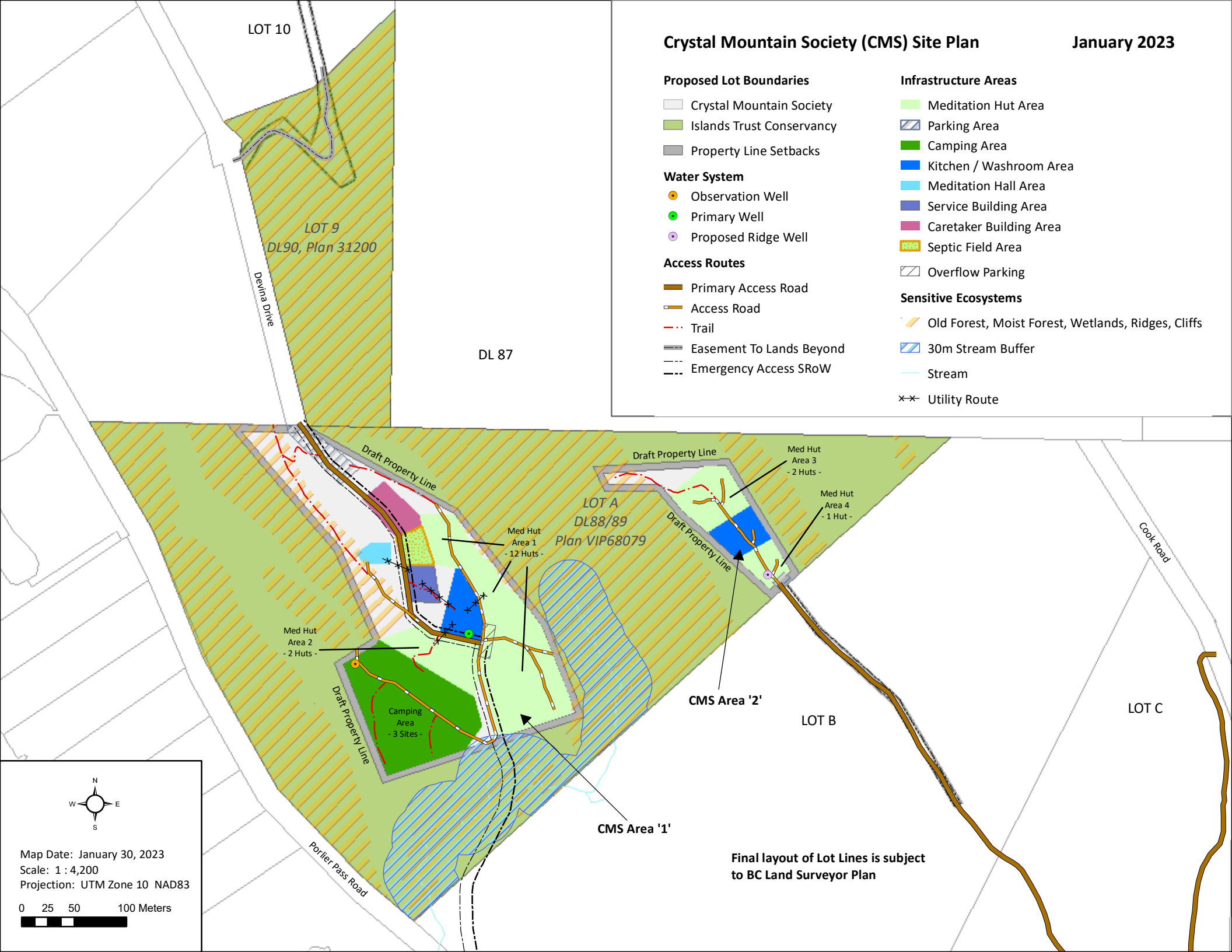
- Primary Access Road
- Access Road
- Trail
- Easement To Lands Beyond
- Emergency Access SRoW

## Infrastructure Areas

- Meditation Hut Area
- Parking Area
- Camping Area
- Kitchen / Washroom Area
- Meditation Hall Area
- Service Building Area
- Caretaker Building Area
- Septic Field Area
- Overflow Parking

## Sensitive Ecosystems

- Old Forest, Moist Forest, Wetlands, Ridges, Cliffs
- 30m Stream Buffer
- Stream
- Utility Route



LOT 10

LOT 9  
DL90, Plan 31200

DL 87

LOT A  
DL88/89  
Plan VIP68079

LOT B

LOT C

Devina Drive

Porlier Pass Road

Cook Road

Draft Property Line

Draft Property Line

Draft Property Line

Draft Property Line

Med Hut Area 1  
- 12 Huts -

Med Hut Area 3  
- 2 Huts -

Med Hut Area 4  
- 1 Hut -

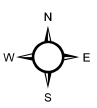
Med Hut Area 2  
- 2 Huts -

Camping Area  
- 3 Sites -

CMS Area '2'

CMS Area '1'

Final layout of Lot Lines is subject to BC Land Surveyor Plan



Map Date: January 30, 2023  
Scale: 1 : 4,200  
Projection: UTM Zone 10 NAD83



# Crystal Mountain Society (CMS) Covenant Schedule 2 -- Protected Trees

January 2022

## Protected Trees

- Protected Live Tree
- Protected Dead Standing Tree (dbh > 50cm)
- Protected Trees - Critical Rooting Zone

## Sensitive Ecosystems

- Old Forest, Moist Forest, Wetlands, Ridges, Cliffs
- 30m Stream Buffer
- Stream

## Access Routes

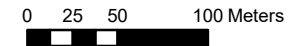
- Primary Access Road
- Access Road
- Trail
- Easement To Lands Beyond
- Emergency Access SRoW

## Proposed Lot Boundaries

- Crystal Mountain Society
- Islands Trust Conservancy
- Property Line Setbacks

## Infrastructure Areas

- Meditation Hut Area
- Parking Area
- Camping Area
- Kitchen / Washroom Area
- Meditation Hall Area
- Service Building Area
- Caretaker Building Area
- Septic Field Area



Map Date: January 6, 2022  
Scale: 1 : 4,200  
Projection: UTM Zone 10 NAD83



Existing access Easement across Lot 9 in favour of neighbouring Lots 10 to 14.

LOT 10

LOT 9  
DL90, Plan 31200

Devin Drive

DL 87

LOT A  
DL88/89  
Plan VIP68079

LOT B

Upper ridge access to public road (Cook Rd) via existing registered Easement across neighbouring Lots B and C

Cook Road

Porlier Pass Road

CMS Area '1'

CMS Area '2'

Final layout of Lot Lines is subject to BC Land Surveyor Plan

Portion of Emergency Access SRoW over Lot B not part of Crystal Mountain Proposal

## Protected Trees

Protected Trees were established prior to the most recent logging event and are significantly larger than those generally comprising the main regenerating canopy. They are dominant structures in the stand.

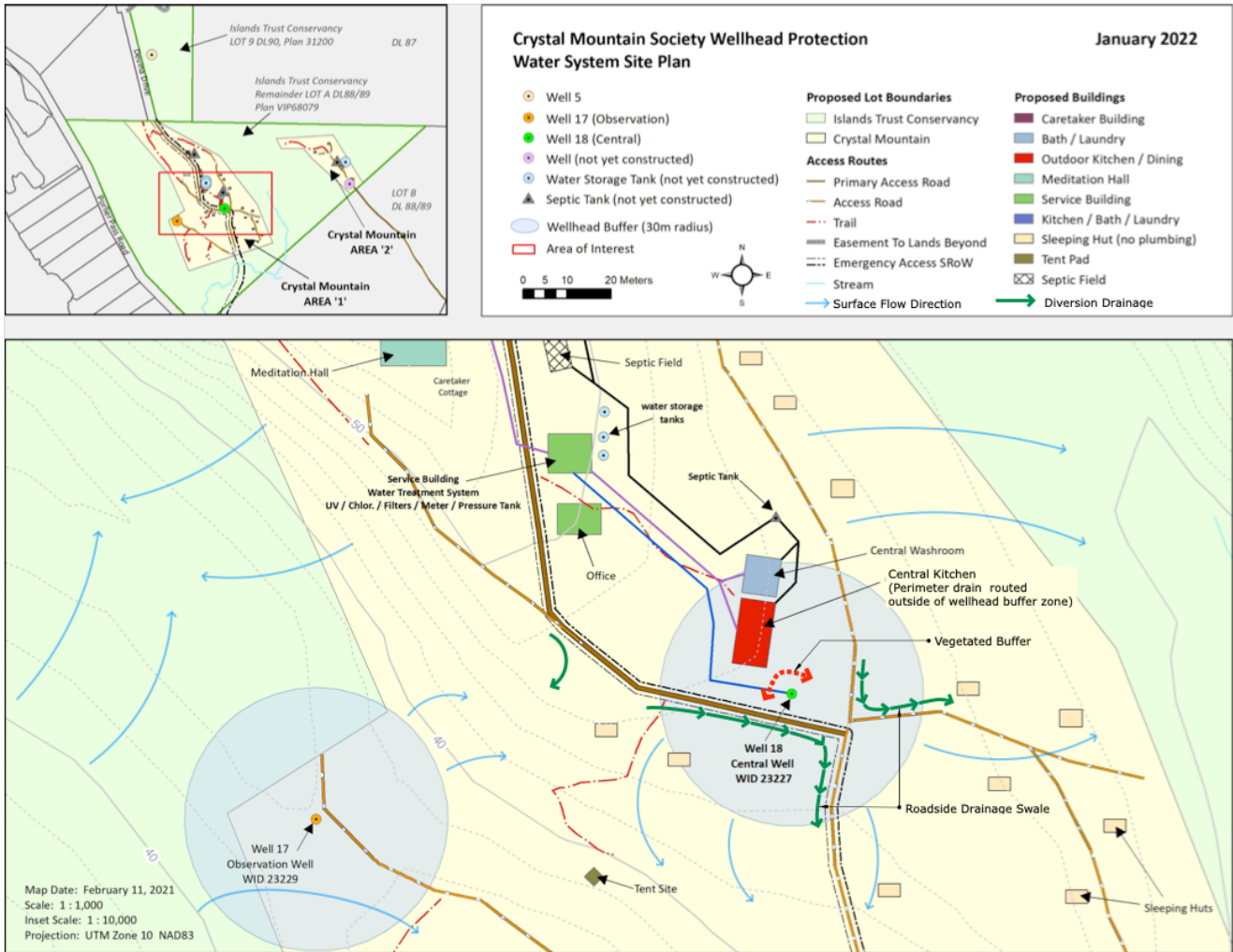
## Tree Locations

Protected Trees and Dead Standing Trees were mapped using a Trimble GeoXH GPS. The accuracy of the locations are generally within 5m.

## Critical Rooting Zones

Critical Rooting Zones are buffer around each protected tree, with a radius equal to 12 x the measured diameter (dbh). Dbh was measured using standard protocols.

Figure 5 Well Head Protection Map



## Schedule E – List of Structures and Cumulative Lot Coverage

Area	# Structures	Area (m2)	Area (ft2)
<b>LOWER SITE "CMS AREA 1"</b>			
Meditation Hall	1	125	1346
Kitchen / Dining Hall	1	125	1346
Bath / Laundry	1	70	753
Storage / Workshop	1	80	861
Office	1	70	753
Sleeping Hut @21m2/226ft2	2	42	452
Sleeping Hut @15m2/161ft2	12	180	1938
Caretaker Building	1	80	861
Seasonal Tent Platforms @14m2/150ft2	3	42	452
<b>Total Area 1</b>	<b>23</b>	<b>814</b>	<b>8762</b>
<b>UPPER RIDGE SITE "CMS AREA 2"</b>			
Kitchen / Bath / Laundry	1	36	388
Storage Building	1	10	108
Sleeping Hut (@21m2/226ft2)	3	63	678
<b>Total Area 2</b>	<b>5</b>	<b>109</b>	<b>1173</b>
<b>Total Structures Entire Parcel</b>	<b>28</b>	<b>923</b>	<b>9935</b>
<b>LOT COVERAGE (based on 6.131 ha. Lot)</b>			<b>1.55%</b>