

File No.: GL-RZ-2023.1 (Rockafella)
Proposed Bylaw No. 291

DATE OF MEETING: September 9, 2025

TO: Galiano Island Local Trust Committee

FROM: Kim Stockdill, Island Planner
Southern Team

COPY: Robert Kojima, Regional Planning Manager

SUBJECT: District Lot 14 Rezoning Application – Staff Report

Applicant: Tahirih Rockafella

Location: STRATA LOTS 1, 2, 3, 4, and 5, DISTRICT LOT 14 GALIANO ISLAND COWICHAN
DISTRICT STRATA PLAN VIS4887 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS
SHOWN ON FORM 1

RECOMMENDATIONS

1. That Galiano Island Local Trust Committee accept a groundwater assessment covenant under section 219 of the Land Title Act from the registered owner of Strata Lots 1, 2, 3, 4, and 5, District Lot 14, and designate the Chair of the Local Trust Committee to sign the covenant for the rezoning application GL-RZ-2023.1 prior to final adoption consideration.

REPORT SUMMARY

The purpose of this staff report is to provide an update to the Galiano Island Local Trust Committee (LTC) regarding the rezoning application for District Lot 14, and to provide draft copies of two covenants for the LTC's review.

BACKGROUND

The application as proposed would amend the Galiano Island Land Use Bylaw No. 127, 1999 (LUB) by rezoning the 85-hectare subject property from Forest 1 (F1) to two split-zones: 82.5 hectare to be a site-specific Forest 3 a (F3(a)) zone and 2.7 hectares to a site-specific Forest Industrial b (FI(b)) zone.

At the June 3, 2025 meeting the LTC passed the following resolutions:

GL-2025-029

that Galiano Island Local Trust Committee Bylaw No. 291, cited as "Galiano Island Land Use Bylaw No. 127, 1999, Amendment No. 1, 2023" be read a first time.

CARRIED

GL-2025-030

that Galiano Island Local Trust Committee Bylaw No. 291, cited as "Galiano Island Land Use Bylaw No. 127, 1999, Amendment No. 1, 2023" be read a second time.

CARRIED

GL-2025-031

that Galiano Island Local Trust Committee Bylaw No. 291, cited as “Galiano Island Land Use Bylaw No. 127, 1999, Amendment No. 1, 2023” be read a third time.

CARRIED

GL-2025-032

that Galiano Island Local Trust Committee has reviewed the Islands Trust Policy Statement Directives Only Checklist and determined that Bylaw No. 291, cited as “Galiano Island Land Use Bylaw No. 127, 1999, Amendment No. 1, 2023” is not contrary to or at variance with the Islands Trust Policy Statement.

CARRIED

GL-2025-033

that Galiano Island Local Trust Committee proposed Bylaw No. 291 be forwarded to the Secretary of the Islands Trust for Executive Committee for approval.

CARRIED

GL-2025-034

that Galiano Island Local Trust Committee accept a covenant under section 219 of the Land Title Act from the registered owner of Strata Lots 1, 2, 3, 4, and 5, District Lot 14, and designate the Chair of the Local Trust Committee to sign the covenant for the rezoning application GL-RZ-2023.1 prior to final adoption consideration.

CARRIED

The Executive Committee approved Bylaw No. 291 on July 2, 2025.

ANALYSIS

Terms of Reference

The [terms of reference](#) (attached to the staff report dated October 10, 2023) includes specific guidance on application requirements that are consistent with the Galiano Island Development Approval Information Bylaw No. 148 (DAI Bylaw). The terms of reference requests the following information from the applicant:

- Developable areas site plan – completed
- Hydrogeologist Groundwater Assessment - completed
- Septic servicing information - completed
- [Sustainable forestry management covenant](#) – draft completed
- Statutory Right of Way (SRoW) for emergency access– not required as per LTC discussion during the June 3, 2025 regular LTC meeting
- Groundwater Assessment covenant – draft completed

Sustainable forestry management covenant

The applicant has hired a R.P.Bio to complete a [baseline report](#) that identifies significant sensitive terrestrial and aquatic ecosystem features and provides a biological inventory. The baseline report is included as an appendix in the sustainable forestry covenant and serves as an objective information baseline for monitoring compliance.

The baseline report and draft covenant are available for public viewing on the Galiano Applications webpage. The Galiano Conservancy Association has agreed to act as the third-party covenant holder.

Groundwater assessment covenant

The groundwater assessment covenant requires a Hydrogeologist's Report before a dwelling on Strata Lots 2, 3, and 4 can be used for residential purposes. In addition, similar restrictions apply to the portion of land proposed for rezoning to Forest Industrial.

This covenant is currently in draft form, and the wording may be amended by the applicant's legal counsel prior to signature by the LTC Chair. If significant changes are requested by the applicant, the draft covenant will come back to the LTC for review.

As a condition of bylaw adoption, the LTC Chair must sign both covenants prior to their registration by the applicant. Once the covenants are registered, the LTC may proceed with consideration of bylaw adoption.

Direction has already been given to the LTC Chair to sign the sustainable forestry covenant, by resolution (see above).

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 for GL-RZ-2023.1 submit to the Islands Trust _____.

2. Deny the application

The LTC may deny the application.

Resolution:

That the Galiano Island Local Trust Committee proceed no further with application GL-RZ-2023.1 (Rockafella).

NEXT STEPS

Applicant to register both covenants after the LTC Chair has signed the documents.

Submitted By:	Kim Stockdill, Island Planner	August 29, 2025
Concurrence:	Robert Kojima, Regional Planning Manager	August 29, 2025

ATTACHMENTS

1. Proposed Bylaw No. 291
2. Draft GW covenant

PROPOSED

GALIANO ISLAND LOCAL TRUST COMMITTEE BYLAW NO. 291

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

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

1. Citation

This bylaw may be cited for all purposes as “Galiano Island Land Use Bylaw No. 127, 1999, Amendment No. 1, 2023”.

2. Galiano Island Local Trust Committee Bylaw No. 127, cited as “Galiano Island Land Use Bylaw No. 127, 1999,” is amended as follows:

2.1 By adding the following new Subsection under Section 7.3 ‘Forest 3 Zone’:

“Site-Specific Regulations

7.3.8 The following table denotes locations where, despite or in addition to the regulations in this Section, specific regulations apply. In the first column, the zone abbreviation and the lower-case letter refer to the notation on the zoning map. The second column describes the location where the specific regulations cited in column three apply:

Table 7.3			
	1	2	3
	Site-Specific Zone	Location Description	Site Specific Regulations
1	F3(a)	A Portion of District Lot 14, Galiano Island, Cowichan District	1) Despite Subsection 7.3.2, one single non-residential building or structure for timber production and harvesting uses with a floor area not exceeding 93 square metres is permitted per dwelling, and every such buildings or structure must be screened by a landscape screen not less than 9 metres in height and complying with Subsection 15.1.1 of this bylaw. 2) Despite Subsection 7.3.3, four dwellings accessory to timber production and harvesting uses with a maximum floor area of 93 square metres per dwelling.

2.2 By adding the following new Section 9.6(C):

“9.6(C) Forest Industrial Zone B – FI(B)

The intent of the FI(B) zone is to permit limited industrial uses within a prescribed area of a forest lot.

Permitted Uses

- 9.6(C).1 In the Forest Industrial FI(B) zone the following uses are permitted, subject to the regulations set out in this section and the general regulations set out in Parts 2 and 3, and all other uses are prohibited.
- 9.6(C).1.1 timber production and harvesting
 - 9.6(C).1.2 aggregate processing and storage
 - 9.6(C).1.3 storage and repair of forestry equipment and vehicles
 - 9.6(C).1.4 accessory sawmilling and planing of timber and the growing of seedlings in nurseries
 - 9.6(C).1.5 accessory contractors' workshops and yards
 - 9.6(C).1.6 accessory sale of building materials and supplies manufactured on the lot

Permitted Density

- 9.6(C).2 Lot coverage must not exceed 20% of any lot.

Permitted Height

- 9.6(C).3 No building or structure for a use permitted by this section may exceed 9 metres in height. Accessory buildings and structures must not exceed one storey and a height of 5 metres.

Minimum Setbacks

- 9.6(C).4 Buildings and structures must be sited
- 9.6(C).4.1 at least 7.5 metres from a front or rear lot line;
 - 9.6(C).4.2 at least 6 metres from each interior side lot line, except where the lot line is common to a lot in a commercial or industrial zone, in which case the required distance is 3 metres; and
 - 9.6(C).4.3 at least 4.5 metres from any exterior side lot line.

Minimum Lot Size

- 9.6(C).5 No lot having an area less than 2.7 hectares may be created by subdivision.

Screening

9.6(C).6 Lots on which light industrial uses are carried on must be screened by a landscape screen not less than 2 metres in height and complying with the requirements of Part 15 of this bylaw.”

2.3 Schedule “B” – Zoning Map, is amended by changing the zoning classification of a portion of District Lot 14, Galiano Island, Cowichan District from Forest 1 to Forest 3(a) and from Forest 1 to Forest Industrial (B), as shown on Plan No. 1 attached to and forming part of this bylaw, and by making such alterations to Schedule “B” to Bylaw No. 127 as are required to effect this change.

2.4 Schedule “D” is amended by inserting ‘Plan No. 2’ attached to and forming part of this bylaw as Schedule D as a new “Plan 6”.

3. SEVERABILITY

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

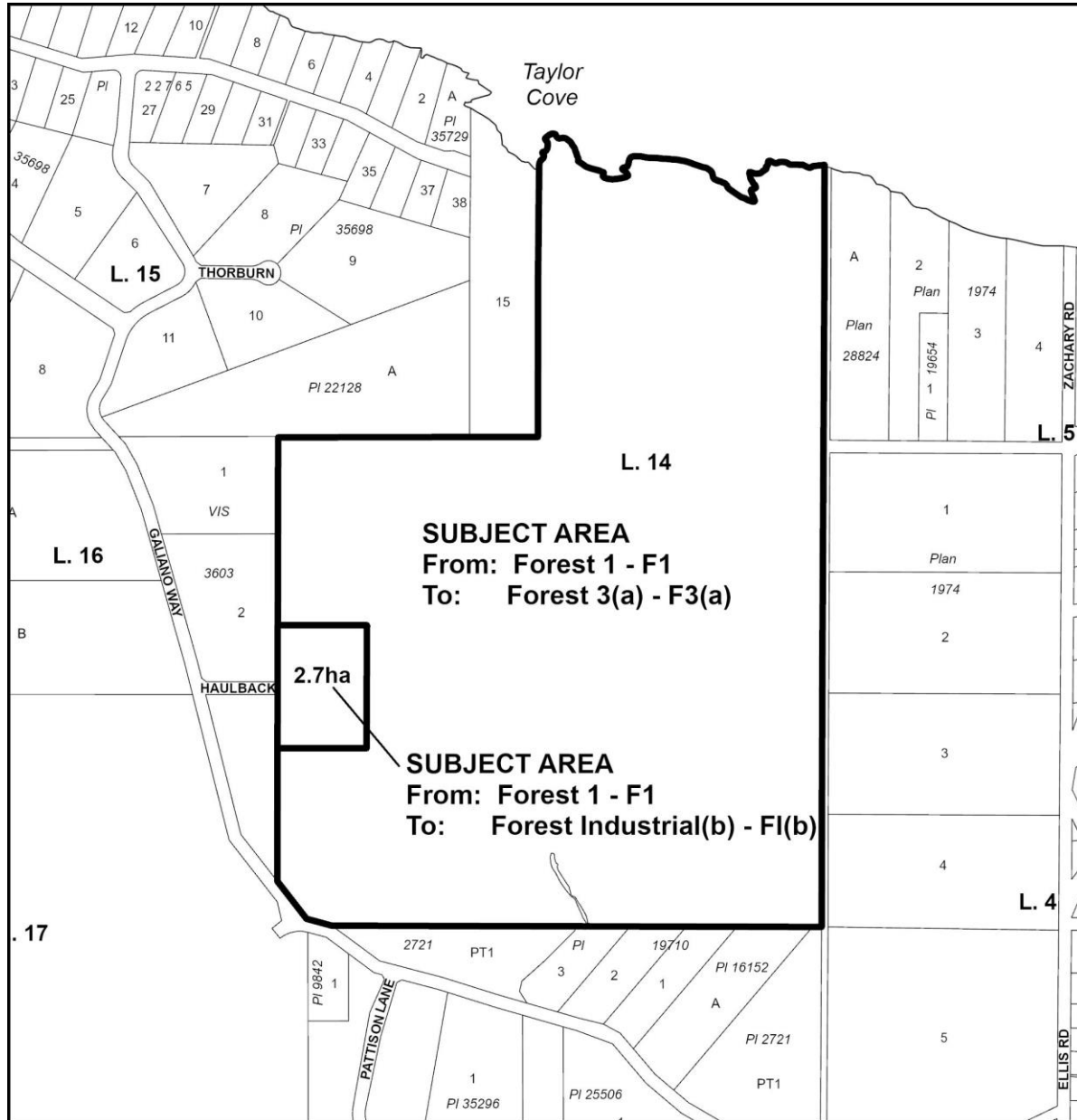
READ A FIRST TIME THIS	3 RD	DAY OF	JUNE	2025.
READ A SECOND TIME THIS	3 RD	DAY OF	JUNE	2025.
READ A THIRD TIME THIS	3 RD	DAY OF	JUNE	2025.
APPROVED BY THE EXECUTIVE COMMITTEE OF THE ISLANDS TRUST THIS	2 ND	DAY OF	JULY	2025.
ADOPTED THIS	_____	DAY OF	_____	20____

CHAIR

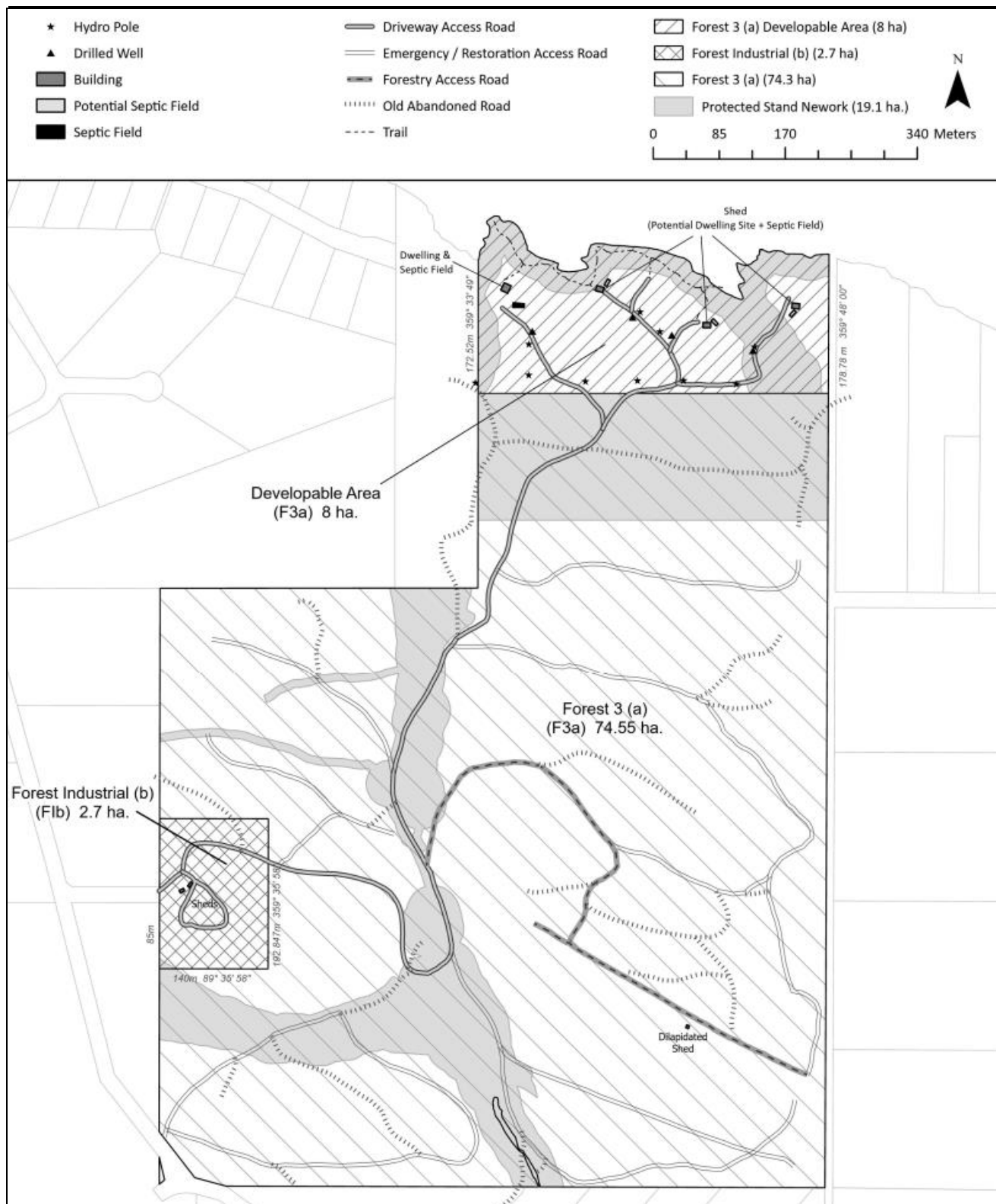
SECRETARY

**GALIANO ISLAND LOCAL TRUST COMMITTEE
BYLAW NO. 291**

Plan No. 1



GALIANO ISLAND LOCAL TRUST COMMITTEE
BYLAW NO. 291
Plan No. 2



PART 2 – TERMS OF INSTRUMENT

SECTION 219 COVENANT

This Agreement dated for reference the ____ day of _____, _____ is

AMONG:

[INSERT NAME AND ADDRESS OF OWNER]

(the “Owner”)

AND:

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

(the “Trust Committee”)

GIVEN THAT:

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

Parcel Identification Number:

Legal Description:

(the “Land”) Also “**Strata Lot**”;

- B. Section 219 of the *Land Title Act* (British Columbia) provides that there may be registered as a charge against the title to land a covenant, whether of a negative or positive nature, in respect of the use of land, the building on land, the subdivision of land and the preservation of land or a specified amenity on the land;
- C. The Owner has requested that the Trust Committee rezone a portion of the Lands to the Forest 3 (F3) zone, and a portion of the Land to the Forest Industrial (FI) zone, and the Owner has granted the Trust Committee this covenant in order to induce the Trust Committee to rezone the Lands;
- D. The Owner wishes to grant and the Trust Committee wishes to accept this Covenant over the Land, restricting the use of the Land in the manner specified;

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

Section 219 Covenant

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

Approvals

1. Where this Agreement requires the approval of the Local Trust Committee, approval may be given by the Islands Trust's Regional Planning Manager, Southern Team and must, if given, be in writing.

Restriction on Use

2. Strata Lot 2, Strata Lot 3, and Strata Lot 4 shall not be used or occupied for residential purposes, nor shall the Owner of the Strata Lot request an occupancy permit for any dwelling on the Strata Lot, until the Owner has submitted to the Local Trust Committee a Hydrogeologist's Report prepared by an engineer or geoscientist with competency in the field of hydrogeology, regulated under the *Professional Governance Act, Engineers and Geoscientists Regulation*. The Hydrogeologist's Report must include:
 - (a) A written statement confirming the proposed connection of the particular well to the corresponding dwelling.
 - (b) Confirmation that the well has sufficient available groundwater to provide the daily required volume of potable water to supply 2275 litres for each dwelling the well is servicing.
 - (c) Confirmation that the quality of groundwater from each well meets or exceeds the *Guidelines for Canadian Drinking Water Quality*.
 - (d) Inclusion of recommendations for mitigation measures, if applicable, to ensure long-term sustainable yield of the drilled wells and to lower the risk of saltwater intrusion.
3. No building shall be occupied on that portion of the Land that is zoned Forest Industrial B (FI(B)) until the Owner has submitted to the Local Trust Committee a Hydrogeologist's Report prepared by an engineer or geoscientist with competency in the field of hydrogeology, regulated under the *Professional Governance Act, Engineers and Geoscientists Regulation*. The Hydrogeologist's Report must include:
 - (a) A written statement confirming the proposed connection of the particular well to the corresponding building.

- (b) Confirmation that the well has sufficient available groundwater to provide the daily required volume of potable water to supply 2275 litres for each building the well is servicing.
- (c) Confirmation that the quality of groundwater from each well meets or exceeds the *Guidelines for Canadian Drinking Water Quality*.
- (d) Inclusion of recommendations for mitigation measures, if applicable, to ensure long-term sustainable yield of the drilled wells and to lower the risk of saltwater intrusion.

Prohibition on Subdivision

- 4. The Land shall not be subdivided except in compliance with the *Strata Property Act* or Section 99 of the *Land Title Act*.

No Effect On Laws or Powers

- 5. 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 Land;
 - (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 Land;
 - (e) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Land.

Limitation on Obligations

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

Entry by Trust Committee Staff

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

Indemnity

7. 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

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

Covenant Runs With the Land

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

Registration

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

Waiver

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

Severance

12. 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

13. 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

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

Further Acts

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

Deed and Contract

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

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

CONSENT AND PRIORITY AGREEMENT

WHEREAS:

- A. [Name of land owner(s)] (the "Owner") is the registered owner of [insert full legal description] (the "Land");
- B. The Owner granted [Name of chargeholder] (the "Prior Chargeholder") a [identify mortgage or other charge], which was registered against the title to the Land in the Victoria Land Title Office under number [insert registration number] (the "Prior Charge");
- C. The Owner granted to the Island Local Trust Committee (the "Subsequent Chargeholder") a Section 219 Covenant which is registered against the title to the Land under number [insert registration number] (the "Subsequent Charge"); and
- D. Section 207 of the *Land Title Act* permits the Prior Chargeholder to grant priority over a charge to a subsequent chargeholder.

THEREFORE THIS CONSENT AND PRIORITY AGREEMENT WITNESSES THAT IN CONSIDERATION OF \$1.00 AND OTHER GOOD AND VALUABLE CONSIDERATION RECEIVED BY THE PRIOR CHARGEHOLDER FROM THE SUBSEQUENT CHARGEHOLDER (THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED):

- 1. The Prior Chargeholder hereby consents to the granting and registration of the Subsequent Charge and the Prior Chargeholder hereby agrees that the Subsequent Charge shall be binding upon its interest in and to the Land.
- 2. The Prior Chargeholder hereby grants to the Subsequent Chargeholder priority for the Subsequent Charge over the Prior Chargeholder's right, title and interest in and to the Land, and the Prior Chargeholder does hereby postpone the Prior Charge and all of its right, title and interest thereunder to the Subsequent Charge as if the Subsequent Charge had been executed, delivered and registered prior to the execution, delivery and registration of the Prior Charge.

As evidence of its agreement to be bound by the above terms of this Consent and Priority Agreement, the Prior Chargeholder has executed and delivered Part 1 of *Land Title Act* Form C which is attached hereto and forms part of this Agreement.

END OF DOCUMENT