



DISTRICT OF METCHOSIN

AGENDA

PARKS & TRAILS ADVISORY SELECT COMMITTEE MEETING

Tuesday, May 19, 2026, at 6:00 p.m.
Council Chambers
Metchosin Municipal Hall

1. **Agenda, Additions, Approval**
2. **Presentations**
3. **Public Participation**
4. **Adoption of Minutes**
 - a. Parks & Trails Advisory Select Committee, April 29, 2026 1
5. **Receipt of Minutes**
 - a. Metchosin Environmental Advisory Select Committee, April 28, 2026 5
6. **Business Arising from the Minutes**
 - a. Trail Signage Status 9
 - b. Trail Visit Update
7. **Parks & Trails Master Plan Update**
8. **Reports**
 - a. Parks & Trails Coordinator Verbal Report
 - b. Council Liaison Verbal Report
 - c. Chair Verbal Report
 - d. Buffer Land Report
 - May 11, Committee of the Whole Materials 11
9. **Correspondence**
10. **Other Business**
 - a. Invasives Check Requested for Blinkhorn Park from MISC
11. **Adjournment and Next Meeting Date**

DISTRICT OF METCHOSIN

Minutes

Parks & Trails Advisory Select Committee Meeting

Wednesday, April 29, 2026, at 6:00 p.m.

Council Chambers

Metchosin Municipal Hall

Present: David Shanks (Chair), Jay Shukin (Council Liaison, Recorder) Ron Aubrey, Ian Baxter, Caroline Donohue, Chris Thibodeau, Emma Horgan (Virtual)

Regrets: Kathy Atherton

The meeting was called to order at 6:03pm

1. Agenda, Additions, Approval

- Agenda approved by consensus.

2. Presentations

- No presentations

3. Public Participation

Sandi Lamb, resident, in opposition to the draft Parks and Trails Master Plan. Feels the plan doesn't represent Metchosin's environmental values; 4,200 species found here. Doesn't like the use of the term "assets" re. Metchosin's parks and trails. Concerned about references to "subdivision." She asked Google about the Master Plan; Google stated that this does not reflect the ideals of those who want to protect the environment.

Avril Yoachim, resident, commented on the Master Plan. Feels this mainly serves Langford and Colwood. Asked about Duke Road East coming under PTASC and will there be a cost. Metchosin residents are unlikely to take their bikes to Royal Bay for shopping or other needs. PTASC should start over with the Master Plan.

4. Adoption of Minutes

a) Parks & Trails Advisory Select Committee, March 17, 2026

- Approved by Consensus.

5. Receipt of Minutes

a) Metchosin Environmental Advisory Select Committee, March 24,2026

- Biodiversity plan is with staff.

- Approved by consensus.

6. Business Arising from the Minutes

a) Parks & Trails Master Plan Update - Draft Plan and Trails Table

- Councillor Shukin reviewed key changes in the current draft plan:
 - Consolidated the recommendations; eliminated redundant sections;
 - Several sections to appear as appendices: OCP references, past P&T trail projects, public engagement;
 - The current draft incorporates input from MEASC, Council, and general community comments; and
 - Further input was requested within the next 7-10 days.

b) Royal Roads University (RRU) Student Nick DeCarlo, Thesis Topic for Input, Metchosin Buffer Lands Potential Research Questions

- Ian Baxter provided background on further discussions with RRU.
- RRU is interested in opening wide-ranging research projects for its students in the fall of 2026.
- Ian Baxter summarised Mr. DeCarlo's research proposal:
 - Project overview: How may plant composition and associated ecosystem services of habitat quality and stormwater management change with further regional development and climate change?
 - Building a better understanding of the environmental values of the Buffer Land.
 - Research would be delivered at no cost to the District.

Moved by Ron Aubrey

THAT the Committee recommend that Mr. DeCarlo's research be given approval to proceed, and Council direct staff to coordinate next steps.

Carried

7. Reports

a) Parks & Trails Coordinator Verbal Report

- Inquiry on a new memorial bench.
 - Locations, overall approval process, costs, timespan (renewals), and experience with previous benches.
- Process for when calls come in about trails issues.

b) Council Liaison Verbal Report

- The District’s 2026 budget process is nearing completion; and
- Work continues on moving the Buffer Land to park status.

c) Chair Verbal Report

- Several matters have been sent to the CAO for comment, including Beckingham Trail status; Colwood stormwater system/ Latoria Creek; potential of a OneDrive for shared documents; mapping for the Master Plan.

d) Buffer Land -Letter from Friends of the Buffer Land (Friends)

- Ian Baxter summarised the letter from Friends Chair Richard Simpson and Provided background on discussions with RRU:
 - RRU is interested in opening wide ranging research for its students.

Committee Discussion:

- At the April 13 Committee of the Whole meeting Council discussed this and resolved that the Mayor send a letter to RRU indicating its support for student research.

8. Correspondence

9. Other Business

a) New Business Item - Trail Review

- Ian Baxter proposed a monthly Trail report by PTASC members:
 - Each member walk a trail and return with a status report;
 - Goal is that PTASC systematically review all of District trails,
 - Assignments were determined: Caroline - Libra; Jay - Chapel Heights/Cliff; Chris - Blinkhorn; David - new Beckingham Trail; Emma - Eleanor Mann; Ian - Hillman; Ron - Farhill and Park Drive; everyone to walk the Buffer Land.

b) Role of PTASC/ Terms of Reference Discussion

Committee Discussion:

- Members reviewed reasons for joining including: to contribute to the community; to support and help build and maintain trails; improve safety; meet other people with similar commitments; and help protect Metchosin.
- PTASC is an advisory body to Council, not necessarily the “boots on the ground.”
- Expansion of the Trail Steward’s program.

c) Trail Steward Program on Website

- Desire to build out the program;
- Discussion about an article in the Muse, calling for new members; and
- Members sought clarification about the role description.

10. Adjournment and Next Meeting Date

Meeting adjourned at 8:10 p.m.

Next meeting is May 19 at 6:00pm.

District of Metchosin

Minutes

Environmental Advisory Select Committee Meeting

Tuesday, April 28, 2026, at 7:00 P.M.

Council Chamber

Metchosin Municipal Hall

Present: Ric Perron (Acting Chair), Bill Cave, Garry Fletcher, Councillor Steve Gray, Merrilee Hoen, Andy MacKinnon (Recorder), Erin Van de Water

Regrets: Anna Hall

The meeting was called to order at 7:00 p.m.

1. Agenda, Additions and Approval

- Amend the agenda to add “Bill Cave’s article in the April 2026 Metchosin Muse.”

Moved and Seconded by Steve Gray and Merrilee Hoen

THAT the Committee approve the agenda as amended to include item 6.d “Bill Cave’s article in the April 2026 Metchosin Muse.”

Carried

2. Presentations

- None

3. Public Participation

- None

4. Adoption of Minutes

Moved and Seconded by Bill Cave and Ric Perron

THAT the Committee approve the Minutes of the Environmental Advisory Select Committee meeting held on March 24, 2026.

Carried

5. Receipt of Minutes

Moved and Seconded by Andy MacKinnon and Steve Gray

THAT the Committee receive the Minutes of the Parks & Trails Advisory Select Committee meeting held on March 17, 2026.

Carried

6. Business Arising from the Minutes

a) **Biodiversity and Natural Assets Planning – Open House Event**

- Council approved the recommendation made by the Committee of the Whole to forward the Biodiversity and Natural Assets Draft Plan to staff for review, and for MEASC to hold an Open House for public education and input.
- The purpose of the Open House would be to let the public know about the Plan and to solicit input from the public.
- Members sought clarification on holding an Open House before, or after, it is reviewed by staff.

Moved and Seconded by Erin Van de Water and Garry Fletcher

THAT Councillor Gray seek staff advice about whether the Open House should take place before or after staff review.

Carried

b) **Mapping sensitive ecosystems**

- Andy MacKinnon will prepare materials for Councillor Gray to bring to Council.

Moved and Seconded by Merrilee Hoen and Ric Perron

THAT MEASC request the "Action for Adaptation" team from the Coastal Douglas-Fir Conservation Partnership and UBC Botanical Garden present to Council on their mapping and biodiversity atlas designed for use by local governments in land use planning and decision-making.

Carried

c) **Roadside Ditching vs. Naturalized Roadside Infiltration**

- Advantages of ditching (protecting roads and culverts) vs. naturalized roadside infiltration (not ditching) (groundwater recharge, filters pollution, better habitat).
- Importance of aquifer recharge. Most current best practice in places like British Columbia, Washington, and Oregon is hybrid “green + engineered” (= not ditched + ditched) drainage.

Moved and Seconded by Steve Gray and Andy MacKinnon

THAT the hybrid approach makes sense to MEASC members.

Carried

d) **Bill Cave’s article in the April 2026 Muse**

- MEASC members who had read Bill’s article thought that it was well done. Bill may write a follow-up article.

7. Reports

a) Chair's Verbal Report

- None

b) Council Liaison Verbal Report

- 2026 Average Residential Tax increase 9.9%
- Invasive species - Good Neighbour Bylaw
- Application for commercial enterprise on Crown Land encircled by East Sooke Park
- AASC Terms of Reference
- Academic linkages and research on Buffer Lands
- Linking Soil Deposit and Building Permit bylaws
- Shoreline planning
- National Volunteer Week with thanks to Committee members
- Hummingbird Hill April 2026 Bioblitz. Andy played a key role in this event. It was a smashing success.
- City iNaturalist Nature Challenge ended April 27 - Garry contributed many ID's this year ranking in the top 20 of contributors

8. Correspondence

- None

9. Other Business

- None

a) Dark Skies

- MEASC invited Ted White and Bill Weir to provide information on the history of getting certified as a 'Dark Skies' community.

Moved and Seconded by Merrilee Hoen and Erin Van de Water

THAT the Committee recommend Council:

- Apply for DSI Dark Sky Community Designation;
- Direct the application to be prepared by member(s) of MEASC working with DarkSky International for submission back to Council for approval; and
- That the District pay the one-time \$250 USD application fee from the 2026 MEASC budget.

Carried

b) Shoreline Planning

Moved and Seconded by Ric Perron and Bill Cave

THAT Councillor Gray invite the former Colwood planner to present a shoreline planning presentation to MEASC;

AND THAT Garry Fletcher provide the old MEASC brochure on shoreline management.

c) MEASC 2026 Annual report submission

- MEASC's Annual Report was provided to staff.

10. Adjournment and Next Meeting Date

Moved and Seconded by Andy MacKinnon and Steve Gray
THAT the Committee adjourn the meeting at 8:51 p.m.

Carried

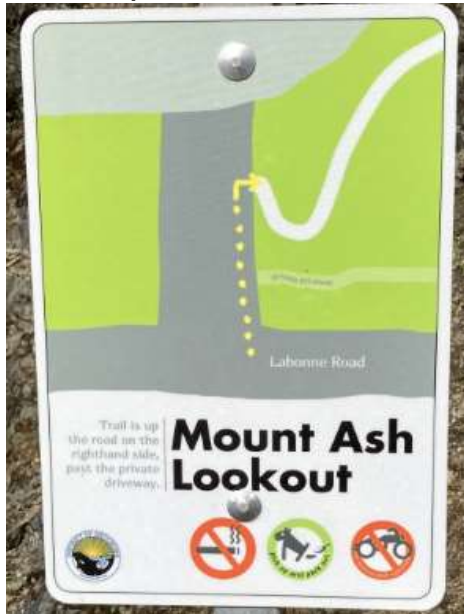
The next meeting will be held on Tuesday, May 26, 2026, at 7:00 p.m.

Trail Signage Summary

Signage Style	Number	Trail List
New	5	Blaney, Farhill-Latoria, Joe Lodge, Mt Ash, Upper-Lower Labonne Connector
Old	7	Buckbrush, Cliff, Gilbert-Graceland*, Hillman*, Pearson-GG Connector, Ron Weir
Wood	1	Lisandra
None	5	Annie Jackson, Chapel Heights, Duke Roadside, Olympic View Roadside, Upper Park Dr
Unknown	38	

* Requires replacement

New example



Wood Example (Lisandra)



Old Example





Report to Committee of the Whole

To: Bob Payette, Chief Administrative Officer File No: 0840-20
 From: Planner
 Date: May 11, 2026
Subject: Buffer Land: Title Review, Park Dedication and Section 219 Covenant

PURPOSE:

This report seeks Council direction on the proposed Park Dedication Bylaw, draft Section 219 Covenant for long-term protection and identifies title-related actions required to ensure consistency with the proposed park dedication.

BACKGROUND:

On December 15, 2025, Council directed staff to undertake a title review of the Buffer Lands, prepare a draft Park Dedication Bylaw and Section 219 Covenant and report back with draft language and next steps.

On December 8, 2025, a report from Klaver Strategic Planning was presented in response to Council direction on October 28, 2024. The report provided a review of regulatory and conservation options for the buffer land, including park dedication, zoning, official community plan designation and development permit area amendments. The following table summarizes Council resolutions related to the buffer lands:

Date	Resolution
December 15, 2025, Special Council Meeting	<p>Moved and Seconded by Councillor Shukin and Councillor Donaldson THAT Council direct staff to pursue the following:</p> <ul style="list-style-type: none"> • A title review for a proposed draft Park Dedication Bylaw • A draft Section 219 Covenant for long-term protection of the Buffer Lands • A report to Council with draft bylaws and covenant text; and • A review of next steps on all other additional planning recommendations <p style="text-align: right;">CARRIED</p>
October 28, 2024, Council Meeting	<p>Moved and Seconded by Councillor Shukin and Councillor Donaldson That Council request a staff report on the potential of a new conservation area zone (P4) for the Metchosin Buffer Land to support biodiversity, environmental protection and land and water protection.</p> <p>Action: Staff to consider the following discussion points in drafting the report:</p> <ul style="list-style-type: none"> • A review of the general terms proposed for the new zone. • An assessment of how a new zone could support Council's biodiversity and conservation objectives and the goal of maintaining the Buffer Land as a "greenspace buffer." • Legal and process considerations related to park land, the Land Use Bylaw and the Official Community Plan (OCP). • Alternative approaches, which are consistent with the community input and management considerations in terms of the Buffer Land.

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	<ul style="list-style-type: none"> • Estimate of costs related to legal and rezoning matters and any other costs such as surveying. • Related to a management plan, what that might look like, including costs and resources, and when it is appropriate to develop the Plan. • A review of zoning that may support the protection of other parks in Metchosin. • The appropriate name for the new zone. • Appropriateness of the advisability of an appraisal. 	CARRIED
October 23, 2023 Council Meeting	<p>Moved and Seconded by Councillors Epp and Gray</p> <p>That Council receive the Buffer Land Working Group Recommendations Report for information;</p> <p>And That Council refer the Report to an upcoming Community Planning Committee meeting for further discussion.</p>	CARRIED

Site Description:

Legal Description:	PID 030-095-875 Lot A, Section 93, Metchosin District, Plan EPP69605 & Section 94, 96 & 108
Lot area:	45.93 hectares (113.49 acres)
Owner:	District of Metchosin
Zoning	Commercial Recreation 2 (CR2) and Commercial Recreation 3 (CR3)
OCP designation	Commercial Recreation (CR)
DPA	Within Centre Mountain Development Permit Area (Map 6)



TITLE REVIEW:

The lands are subject to several registered charges, which must be considered in conjunction with the proposed park dedication. None of the registered charges will prevent Council from adopting a park dedication bylaw, however the draft park dedication bylaw must include carveout provisions to ensure that the registered charges on title continue in accordance with their terms and are not affected by the park dedication. The following are the registered charges existing on the title of the buffer land:

- **Covenant CA5867521** – This covenant restricts the number of dwelling units permitted on lands owned by Centre Mountain Residential (CMR) within the City of Langford (Lot D).
- **Covenant EG44432** – Registered in 1993, this covenant restricts the development of a golf course on the Lands except in accordance with its terms.

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- **Covenant EX2189** –Registered in 2005, this covenant restricts the construction of resort units on the Lands in relation to a Class A golf course.
- **Development Permits FB466313 and FB466314** - Development Permit notations registered on title in 2012 to permit land alteration associated with a subdivision application.
- **Statutory Right of Way (SRW) CA6808700** – in favour of the City of Langford (Grantee). This SRW permits the City to access the District lands for utility and road works within the specified area defined in Plan EPP80261 (Area 3), including construction, maintenance, and operation of infrastructure. The SRW grants the City broad access and use rights and restricts the District from undertaking activities within the right of way that would interfere with those rights.



- **Statutory Rights of Way CB2608496 and CB2608497** – in favour of BC Hydro and TELUS. These SRWs permit the installation, operation, and maintenance of utility infrastructure within the defined right of way in Plan EPP80261 (Area 3, shown above). These agreements provide the utilities with access and use rights necessary to support their infrastructure and restrict the District from undertaking activities that would interfere with those rights.
- **Easement CA5867519 and Covenant CA5867520 (stormwater)** – Registered in 2017 in favour of PID: 030-095-905 (Dominant Lands) owned by Centre Mountain Residential (CMR), the Grantee. These instruments were established to permit the construction, operation, and maintenance of stormwater drainage infrastructure, including detention facilities, on the buffer lands for the benefit of the Dominant Lands. The easement provides the grantee with access and use rights necessary to construct and maintain stormwater works, while the covenant requires the implementation of stormwater monitoring and submission of a stormwater management plan prior to the development of the Dominant Lands.

Status of Charges

There are certain charges that no longer reflect current conditions, as explained below. To avoid carrying forward outdated or unnecessary obligations, these charges have not been included as carveouts within the draft park dedication bylaw and are recommended for release and discharge prior to park dedication. Should Council decide not to release or discharge any of the charges identified below, the applicable charge will be incorporated as a carveout within the final park dedication bylaw.

- **Expired Development Permits FB466313 and FB466314**
Under section 504(1) of the *Local Government Act*, a development permit lapses if construction is not substantially commenced within 2 years of issuance. As there is no delegation bylaw authorizing staff to discharge registered DP notations, Council authorization is required to remove these from title. Development permit notations registered on title in 2012 (DP 12-03) have expired and are no longer in effect. Staff recommend that these be discharged from title prior to park dedication.
- **Historic Covenants EG44432 and EX2189**
Two historic covenants registered on title were originally imposed through Council resolution as part of OCP and LUB amendments in 1993 and 2005. These covenants predate the current property configuration and relate to prior conditions that are no longer applicable. At its meeting on Dec 1, 2025, Council authorized the release of these covenants from the title of Lot D, owned by Centre

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Mountain Residential in the City of Langford and on September 11, 2018, Council authorized the release of these two covenants from 1165 Neild Road. Staff recommend that these be discharged from title prior to park dedication.

- **Stormwater Easement and Covenant (2017)**

At the time the easement and covenant were established in 2017, it was not considered feasible to accommodate all required stormwater facilities within the Centre Mountain (CMR) lands in Langford. As a result, as part of the original tripartite land swap, the agreements allowed the potential construction and operation of stormwater facilities within the buffer land, subject to District approval through the Stormwater Management Plan (SWMP).

Since that time, the stormwater design has evolved. The updated SWMP (Revision 7), approved by the City of Langford in July 2025, no longer proposes any stormwater facilities or related infrastructure within the buffer land. All stormwater infrastructure is now proposed to be located within and accessed from City of Langford lands. The approved SWMP is designed so that the post-development flows are expected to be less than pre-development flows and includes stormwater quality treatment prior to discharge to downstream receiving environments, in accordance with municipal bylaw requirements, and to protect downstream drainage networks.

The District's consulting engineer has reviewed the updated SWMP and has confirmed that the proposed stormwater works are designed to manage stormwater flows without increasing flows or causing adverse impacts to Metchosin Creek or the buffer land.

The existing easement and covenant relate to the potential construction, operation, and access of stormwater infrastructure on the buffer land. As the approved SWMP no longer proposes stormwater infrastructure with the buffer land, these agreements are no longer required for their original intended purpose. Ongoing stormwater management, operation and maintenance obligations will continue to be addressed through the approved SWMP, and infrastructure located within City of Langford. The City of Langford has previously provided information regarding its inspection and maintenance practices for their stormwater infrastructure, including routine inspection, monitoring, sediment removal, vegetation management, and repair of stormwater facilities as required.

Given that no stormwater infrastructure is proposed within the District's buffer land, and that all other obligations under the covenant have been satisfied (installation of the monitoring station in April 2021), staff recommend that the stormwater easement and covenant be discharged prior to park dedication so that title reflects current conditions.

Also, because the stormwater covenant on the buffer land formed part of the original tripartite agreement together with the corresponding stormwater covenant registered on CMR owned lands within the City of Langford, staff also recommend that Council consider release of Covenant FB512568 (modified by CB1293393) from CMR lands within Langford. This release was previously requested by CMR and presented to Council on December 1, 2025.

Stormwater Monitoring Stations

The "Upper Metchosin Creek" monitoring station was installed within the buffer land in 2021 in accordance with the covenant requirements. This station is owned by the District. Kerr Wood Leidal (KWL) is the engineer engaged to monitor flows from this station for the District for the purpose of establishing baseline information in relation to future stormwater management measures for CMR lands. KWL uses FlowWorks, a web platform used for monitoring the flows. There is another monitoring station near Neild Road that is monitored by the City of Langford. Both are operational and gathering data, although the Upper Creek Metchosin station is currently under repair.

POLICY ANALYSIS:

Park Protection

Most local parks in the District of Metchosin have been established through subdivision under section 107 of the *Land Title Act*. Only one park in the District, Blaney Trail (a closed road allowance) has been dedicated by bylaw under section 30 of the *Community Charter*. In these cases, most local parks share the same zoning as the surrounding lands.

An analysis of park protection tools found that zoning alone does not provide a high level of protection for parkland, as zoning can be amended by Council. In contrast, park dedication under section 30 of the *Community Charter* provides a significantly higher level of protection. Under section 30, Council may dedicate land as park by bylaw adopted with a two-thirds majority vote. Once dedicated, the land must be used for the park purposes set out in the bylaw. Any future change to a non-park use or to remove parkland dedication would require approval of the electors.

Official Community Plan

The proposed park dedication and conservation approach is consistent with existing policies in Part 2 (Environment) and Part 5 (Parks) in *Official Community Plan, Bylaw No. 258*, which supports protection and conservation of environmentally sensitive areas, natural areas and public recreation uses that align with and provide for conservation and ecological management activities. The proposed park dedication is also consistent with prior Council direction, including the 2017 referendum identifying the lands as a greenspace buffer, and with the Buffer Land Working Group (BLWG) process in 2023 where public consultation was carried out and a recommendations report presented to Council.

Zoning

The current zoning of the land is Commercial Recreation. The proposed park dedication bylaw and section 219 covenant would establish the legal status of the land as park and restrict their use to park purposes. As a result, commercial recreation uses would no longer be permitted unless both the park dedication and covenant were amended or removed through the appropriate processes.

If Council's intent is to align zoning with the proposed park dedication, amendments to the Land Use Bylaw and Official Community Plan may be considered, as outlined in the "Next Steps" section of this report. Should the District consider discontinue the use of the lands as park in the future, the park dedication bylaw, the covenant and the zoning (if zoned as Park) would all need to be amended accordingly through the appropriate processes required under the *Community Charter* and *Local Government Act*.

PROPOSED PARK DEDICATION

Draft Park Dedication Bylaw

Parks dedicated under Section 30 of the *Community Charter* must be dedicated for a public purpose. A draft dedication bylaw has been prepared by staff, reviewed by legal counsel and is attached as Appendix 1 for Council's consideration. The purpose of the bylaw is "Park for Environmental Protection and Conservation". The lands contain natural features and areas of environmental, aesthetic and recreation value that the District wishes to conserve and protect. It is proposed that the lands be dedicated for park, environmental protection, conservation and public use.

The proposed park dedication will preserve the buffer land as a public park for environmental protection and conservation purposes. Proposed permitted activities will be limited to conservation and ecological management, as well as low-impact public access and park infrastructure. This includes activities such as

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planning, designing, constructing, installing, repairing, clearing, monitoring, operating, and maintaining any trails, fencing, gates, informational or educational displays, signage, and interpretive or informational features that support public access and environmental education. The dedication also permits the District and authorized third parties to operate and maintain the existing stormwater monitoring station and to maintain existing SRWs (the required “carveouts”). Detailed design, operational standards and long-term management of the park will be addressed through a future park management plan.

The proposed language in both section 3.2(a) and 3.2(c) in the draft bylaw is broad by giving Council the rights as an option and Council can remove broad language if they want the bylaw to be specific.

Section 3.2(a) in draft bylaw

This section provides authority for the District to construct, expand, or maintain transportation and utility infrastructure within the buffer lands in the future, if required. This is standard drafting intended to preserve flexibility for unforeseen municipal servicing needs over the long term. At present, the only municipal infrastructure on the buffer land is a stormwater monitoring station. Council may wish to retain this provision to preserve future flexibility for potential municipal infrastructure needs or alternatively may narrow or remove provision if a more restrictive park-only framework is preferred.

Section 3.2(c) in draft bylaw

This section provides broader authority for Council to undertake any other works not covered by section 3.2(a) or (b), but are allowed under other District bylaws, rules and regulations applicable to parks. This provision is intended to provide flexibility for future park planning and management.

Notification to Grantees of Registered Charges

For transparency purposes and in accordance with legal advice, the District should provide notices to the grantees of the charges to let them know that the District plans to dedicate the land as park for environmental protection and conservation. This step would be taken in advance of final adoption of the Park Dedication Bylaw.

Draft Section 219 Covenant for Long-Term Protection

A draft Section 219 Covenant has been prepared to support the long-term protection of the buffer land. The covenant would be registered on title, with the District acting as both the owner (grantor) and enforcing party (grantee). The purpose of the covenant is to restrict what can and cannot be done on the land (should the land ever be sold). The draft covenant restricts the land to park and environmental uses and prevents subdivision or development unless specifically approved by the District. It protects natural features and watercourses and requires that the land and trails be property maintained. The covenant is a safeguard in case the land is ever sold. If ownership changes, the restrictions stay on title and the District can continue to enforce them, ensuring long-term protection of the land.

If desired in the future, the District can also enter into a separate operating agreement with a conservation society for works the conservation society will do on the land (i.e. stewardship, maintenance, etc.). This is separate from the 219 covenant and separate from the bylaw.

NEXT STEPS:

Staff recommend the following proposed next steps:

1. Update the title to ensure the title reflects current conditions prior to park dedication.
 - *If Council is considering title updates, the completion of title updates, including execution and registration of Form C releases, is anticipated to take approximately 2-4 weeks, subject to coordination with external parties and Land Title Office processing times.*

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2. Consider a Park Dedication Bylaw for first, second, and third readings, along with a finalized section 219 covenant.
 - *if Council requires additional time to review the section 219 covenant, the Park Dedication Bylaw may proceed independently. The section 219 covenant can be finalized and registered following adoption of the bylaw, allowing the park dedication process to advance without delay.*
3. Following park dedication, consider land use planning amendments to ensure consistency with the established park use dedication. This may include proceeding with:
 - a. an OCP amendment to apply the “Local Park” designation and to remove the buffer land from the Centre Mountain Development Permit Area, and
 - b. a zoning amendment to rezone the land to Park and Open Space (P3) Zone, and to tailor the P3 zone to the buffer land through site-specific provisions. This could include restricting permitted uses, prohibit subdivision, and allow only a limited range of low-impact, conservation-oriented uses.
4. Development of a Park Management Plan for the buffer land to guide long-term use, maintenance, and stewardship of the land.

FINANCIAL:

On May 4, 2026, Council gave first, second and third reading to the *Buffer Land Reserve Fund Bylaw 2026, No. 714*. Council has allocated \$15K in 2025 and will be allocating \$15k per year for the next five years. The funding comes from the tax sharing agreement the District has with the City of Langford that comes from the Boundary adjustment. Monies in this reserve fund must be used only for creating a management plan for the buffer land and expenditures for, or in respect of, the enhancement of the buffer land.

OPTIONS:

The following options are structured into two parts. The first part is options for the title-related actions, and the second part provides Council with options regarding the draft Park Dedication Bylaw and draft Section 219 covenant.

1. Title-Related Actions

That Committee of the Whole recommend:

- a. THAT Council receive the findings of the review of registered charges affecting the buffer land, as outlined in the report.
- b. THAT Council authorize the Mayor and CAO to execute the Form C - Release to discharge and release historic covenants EX2189 and EG44432 and expired DP notations FB466313 and FB466314 from the buffer land, legally described as Lot A, Section 93, Metchosin District, Plan EPP69605 & Section 94, 96 & 108.
- c. THAT Council authorize the Mayor and CAO to execute the Form C - Release to discharge stormwater easement and covenant CA5867519 and CA5867520 from the buffer land, legally described as Lot A, Section 93, Metchosin District, Plan EPP69605 & Section 94, 96 & 108.

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- d. THAT Council authorize the release to discharge stormwater covenant FB512568 (modified by CB1293393) from Lots 1 to 34, Sections 93 & 94, Metchosin District, Plan EPP145710 and from Lot D, Section 93 and 94, Metchosin District, Plan EPP6960.

2. Park Dedication Bylaw and Section 219 Covenant

OPTION 1

That Committee of the Whole recommend that:

- a. THAT Council receive the staff report; and
- b. THAT Council direct staff to bring forward the Park Dedication Bylaw for first, second, and third readings and the Section 219 covenant for execution, following completion of the registered charge releases authorized by Council.

OPTION 2

That Committee of the Whole recommend that:

- a. THAT Council receive the staff report; and
- b. THAT Council provide direction to staff regarding revisions to the draft Park Dedication Bylaw and draft Section 219 Covenant; and
- c. THAT Council direct staff to bring forward a finalized Park Dedication Bylaw for first, second, and third readings and the finalized Section 219 covenant for execution, following completion of the registered charge releases authorized by Council.

Respectfully Submitted,



Tara Johnson, MCIP, RPP
Planner

ATTACHMENTS

- Appendix 1: Draft Park Dedication Bylaw
- Appendix 2: Draft Section 219 Covenant
- Appendix 3: Historic Covenants EG44432 and EX2189
- Appendix 4: Expired Development Permits FB466313 and FB466314
- Appendix 5: Easement CA5867519 and Covenant CA5867520 (stormwater)
- Appendix 6: Covenant FB512568 (modified by CB1293393)

DISTRICT OF METCHOSIN

BYLAW NO. _____

A Bylaw to Dedicate Municipal Land as Park for Environmental Protection and Conservation

WHEREAS pursuant to Section 30 of the *Community Charter*, a Council of a municipality may, by bylaw adopted by 2/3 of all members of Council, reserve or dedicate for a particular municipal or other public purpose real property owned by the municipality;

AND WHEREAS the District of Metchosin (the “**District**”) is the registered owner of lands legally described as PID: 030-095-875 LOT A SECTIONS 93 94 96 AND 108 METCHOSIN DISTRICT PLAN EPP69605 (the “**Lands**”);

AND WHEREAS the Lands contain natural features and areas of environmental, aesthetic and recreation benefits that Council of the District wishes to conserve and protect;

AND WHEREAS Council of the District deems it appropriate to dedicate the Lands for park, environmental protection, conservation and public uses as more particularly described in this Bylaw.

NOW THEREFORE the Council of the District, in open meeting assembled, by 2/3 majority, **HEREBY ENACTS AS FOLLOWS:**

1. CITATION

1.1 This Bylaw may be cited for all purposes as *Park Dedication 2026 – Buffer Land, Bylaw No. XXXX*.

2. SEVERABILITY

2.1 If a portion of this bylaw is held invalid by a court of competent jurisdiction, then the invalid portion must be severed and the remainder of this Bylaw is deemed to have been adopted without the severed section, subsection, paragraph, subparagraph, clause or phrase.

3. DEDICATION OF LANDS

3.1 The Lands are allocated, set aside and dedicated for park, environmental protection, conservation and public uses.

3.2 Despite the dedication in section 3.1, this Bylaw expressly reserves the authority of the Council of the District with respect to adopt bylaws or undertake works on or within the Lands that:

TERMS OF INSTRUMENT – PART 2

RESTRICTIVE COVENANT

(Section 219 *Land Title Act*)

WHEREAS:

- A. The Grantor is the registered owner in fee simple of the Lands;
- B. The Lands have been dedicated for park, environmental protection, conservation, and public uses by District of Metchosin Park Dedication 2026 – Buffer Land, Bylaw No. [REDACTED];
- C. The Grantor has voluntarily agreed to grant to the District a covenant under Section 219 of the *Land Title Act*, RSBC 1996, c. 250 (the “**Land Title Act**”) on the terms and conditions of this Agreement; and
- D. Section 219 of the *Land Title Act*, as amended, provides, inter alia, that a covenant, whether of a negative or positive nature, may be registered as a charge against the title to land in favour of a municipality or the Crown.

NOW THEREFORE THIS AGREEMENT WITNESSES that pursuant to Section 219 of the *Land Title Act*, and in consideration of the premises and the mutual covenants and agreements contained herein and the sum of One Dollar (\$1.00) now paid to the Grantor by the District (the receipt and sufficiency of which is hereby acknowledged), the parties hereto covenant and agree each with the other as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 Wherever used in this Agreement, including the recitals, unless there is something in the subject matter or context inconsistent therewith, the following terms shall have the meanings ascribed to them:
 - (a) “**Agreement**” means the attached General Instrument - Part 1, the Terms of Instrument - Part 2, and any schedules attached hereto;
 - (b) “**Approving Officer**” means the person designated by the District’s Council as the approving officer for the District pursuant to the *Land Title Act*;
 - (c) “**Building**” means any building or structure, below or above ground, to be constructed on the Lands from time to time;

- (d) **“Development”** means any activity on the Lands that, according to the District’s bylaws, cannot be carried out without a Permit (as defined herein) being issued by the District;
- (e) **“District”** means the Transferee as set out in Item 6 of the attached General Instrument - Part 1;
- (f) **“District Parties”** means the District, its elected officials, officers, invitees, licensees, employees, servants and agents;
- (g) **“Grantor”** means the Transferor as set out in Item 5 of Part 1 of the attached General Instrument, other than any party or parties identified therein as giving priority in relation to an existing charge, and where the Grantor consists of more than one person, the term **“Grantor”** shall mean all such persons jointly and severally;
- (h) **“Claim”** means all suits, proceedings, losses, damages, expenses, demands, claims, builders’ liens, costs (including legal costs, reasonable costs of professional advisors and costs associated with remediation of contamination caused by the Grantor and those for whom Grantor is at law responsible) and harm of any kind, howsoever caused, whether related to death, bodily injury, property loss, property damage or consequential loss or damage (including, without limitation, the loss of profits and loss of use and including also (without limitation) any statutory cost recovery claims under the *Environmental Management Act*, as amended);
- (i) **“Grantor”** means the Transferor(s) as set out in Item 5 of the attached General Instrument – Part 1, other than any party(ies) identified therein as granting priority in relation to an existing charge and, where the Grantor consists of more than one person, the term **“Grantor”** shall mean all such persons jointly and severally;
- (j) **“Lands”** means those certain lands and premises located more particularly described in Item 2 of the attached General Instrument - Part 1 and includes any lot created by subdivision of the Lands;
- (k) **“LTO”** means the appropriate Land Title Office for the Lands;
- (l) **“Permit”** means any of the following:
 - (i) development permit;
 - (ii) development variance permit;

- (iii) building permit; or
- (iv) occupancy permit,

in accordance with a bylaw of the District or a provincial statute; and

- (m) **“Subdivide”** means to divide, apportion, consolidate, or subdivide land, or the ownership or right to possession or occupation of land into two or more Lots, strata Lots, parcels, parts, portions, or shares, whether by plan, descriptive words or otherwise, under the *Land Title Act*, the *Strata Property Act*, or otherwise, and includes the creation, conversion, organization, or development of "cooperative interests" or "shared interest in land" as defined in the *Real Estate Development Marketing Act*, and **“Subdivision”** and **“Subdivided”** have a corresponding meaning.
- 1.2 This Agreement shall be interpreted according to the laws of the Province of British Columbia.
 - 1.3 In this Agreement words importing the singular number include the plural and vice versa and words importing the neuter gender include the masculine and the feminine genders.
 - 1.4 The division of this Agreement into articles and sections and the insertion of headings are for convenience only and shall not affect the construction or the interpretation of this Agreement.
 - 1.5 References to any article, section or schedule shall, unless the context otherwise requires, mean that article, section or schedule of this Agreement.
 - 1.6 Every reference to each Party is deemed to include the heirs, executors, administrators, personal representatives, successors, servants, employees, agents, contractors, officers, licensees and invitees of such Party, wherever the context so requires or allows.
 - 1.7 The words “include” and “including” are to be construed as meaning “include without limitation” and “including without limitation”.
 - 1.8 Wherever the singular or masculine is used herein, the same shall be construed as meaning the plural, feminine or the body corporate or politic where the context or the parties so require.
 - 1.9 All payments to be made shall be deemed to be payments in lawful currency of Canada.
 - 1.10 Reference to a whole, for example, the “Land”, includes reference to a portion thereof.

1.11 Unless expressly stated otherwise, all references to enactments refer to enactments of the Province of British Columbia, as amended or replaced from time to time. All reference to bylaws and policies refers to the bylaws and policies of the District, as amended or replaced from time to time.

2. GRANTOR'S COVENANTS

2.2 THE GRANTOR COVENANTS AND AGREES with the District pursuant to Section 219 of the *Land Title Act* that the Grantor shall not use or occupy, or permit to be used or occupied the Lands unless the Grantor satisfies and continues to satisfy the following conditions:

- (a) the Grantor shall abide by the District's Community Parks Regulation Bylaw No. 532, as amended from time to time, and the District's Park Dedication 2026 – Buffer Land, Bylaw No. _____, as amended from time to time;
- (b) the Grantor shall not use, or allow to be used, the Lands for any purposes other than for park, environmental protection, conservation, or recreational purposes;
- (c) the Grantor shall not build on, alter, develop, use, or occupy the Lands except in accordance with this Agreement and with the prior written consent of the District;
- (d) the Grantor shall not build any Buildings on the Lands other than those that are ancillary to park management, environmental protection, conversation, or recreational purposes and have received the prior written consent of the District;
- (e) the Grantor shall not remove, cut, damage, disturb, or interfere with any trees, vegetation, deposit soil, fill, or other earth or ground materials on the Lands, except where required for environmental protection, park management, or public safety, and with the prior written consent of the District;
- (f) the Grantor shall not alter, divert, obstruct, or otherwise interfere with any creek, watercourse, or drainage pattern on the Lands except where required for environmental protection, park management, or public safety, and with the prior written consent of the District;
- (g) the Grantor shall maintain, repair, and manage the Lands and all trails situated on the Lands in a safe and orderly condition, including conducting regular inspections, undertaking necessary maintenance and repairs, and addressing any hazards in a timely manner to ensure the safety of visitors;
- (h) the Grantor shall not Subdivide the Lands unless the Grantor obtains the prior written consent of the District. Grantor further acknowledges and agrees with the District that the Approving Officer may, but shall not be obligated to, approve any Subdivision of the Lands if any of the restrictions or conditions contained herein

have not been complied with or such Subdivision is contrary to any of the terms herein or any applicable statute or bylaw; and

- (i) the Grantor shall be responsible for ascertaining and obtaining all government approvals and third-party licenses, rights of way, easements and agreements necessary in connection with building on and using the Lands. The District makes no warranties and representations as to the nature of any third-party licenses, rights of way, easements and agreements necessary for building on and using the Lands and has no obligation to enforce or monitor the Grantor's compliance with any third-party agreements.

2.3 The Grantor acknowledges and agrees with the District that:

- (a) that except as expressly provided, nothing in this Agreement shall relieve the Grantor from any obligation or requirement arising under any applicable statute;
- (b) the District may, but shall not be obligated to, refuse to review any Permit applications, carry out any inspections, or issue or approve any Permit if the use of the Lands contemplated by such Permit would result in non-compliance with this Agreement or if such application is contrary to any of the terms herein or any applicable statute or bylaw;
- (c) that the District may, but shall not be obligated to, issue a "Stop Work Order" for any Buildings on the Lands if any of the restrictions or conditions contained herein are not complied with. The Grantor agrees to immediately cease construction of any Buildings on the Lands upon receipt of such a Stop Work Order and shall not resume construction until authorized in writing by the District;
- (d) that the District by its servants or agents may, but shall not be obligated to, enter on and inspect the Lands at any time to ascertain if the provisions of this Agreement are being complied with, and upon receiving notice from the District of a breach of any of the terms and conditions of this Agreement, the District shall forthwith remedy the said breach to the satisfaction of the District; and
- (e) that if the Grantor fails to comply with any of its obligations under this Agreement, then the District may notify the Grantor in writing (at the address shown on title to the Lands in the LTO at the relevant time) that the Grantor is in default, describe the default, and instruct the Grantor to correct the default within 30 days of receiving the notice. If the Grantor has not corrected the default within 30 days and to the satisfaction of the District, then the District by its servants or agents may, but shall not be obligated to, enter on the Lands and remedy such breach at the expense of the Grantor. Forthwith upon written request by the District, the Grantor shall reimburse the District for any cost the District may incur in remedying the breach, plus an additional 15% District administration fee.

3. INDEMNITY AND RELEASE

3.1 The Grantor, on behalf of itself, any affiliated or related entities or parties and its and their successors and assigns, hereby covenants and agrees with the District, as a covenant in favour of the District pursuant to Section 219(6) of the *Land Title Act*, to release the District Parties from, and to indemnify, defend and save harmless the District Parties against, all Claims which may arise or accrue to any person, firm or corporation against the District Parties, from any and all damages suffered by the District Parties, or which the Grantor, its officers, employees, servants, agents, contractors, subcontractors, licensees, permittees, and invitees may pay, incur, sustain, or be put to by reason of, arising out of, or in any way connected with:

- (a) this Agreement, including but not limited to, any act or omission carried out by or not carried out by the District Parties, or any of them, in the exercise or purported exercise of any of the rights or compliance or attempted compliance with any obligations granted or imposed by this Agreement, or arising from the restrictions imposed by this Agreement, or its registration in the LTO;
- (b) the Grantor complying with this Agreement;
- (c) the Grantor defaulting on its obligations under this Agreement; and
- (d) the approval or rejection by the District of any Permit in respect of any Development pursuant to this Agreement,

except to the proportionate extent caused by the gross negligence or willful misconduct of the District Parties;

3.1 The indemnity and release in section 3.1 shall survive the expiration or the earlier termination of this Agreement and the release of this Agreement from title to the Lands.

4. NOTICE

4.1 Any notice, document or communication required or permitted to be given hereunder shall be in writing and shall be deemed to be satisfactory and deemed to have occurred when e-mailed, couriered, delivered, or mailed by prepaid registered mail to the other party at the address set out below, or at such other address as each party may designate by notice in writing to the other party:

To the District:

District of Metchosin
4450 Happy Valley Road
Victoria, British Columbia V9C 3Z3

Attention:

Email:

Tel:

To the Grantor at the address shown on title to the Lands in the LTO at the relevant time.

The address for notice may be changed by either party from time to time by providing written notice of such change as herein contained.

- 4.2 The date of receipt of any notice shall be deemed to be the date of delivery of such notice, unless the notice is mailed. In the case of a mailed notice, the date of delivery shall be the third business day next following the date of mailing, provided that there is not, between mailing and the actual receipt of such notice, a mail strike, slowdown or other labour dispute which might affect the delivery of such notice, in which case the date of receipt shall be the date of actual delivery to the address specified above in section 4.1.

5. GENERAL

- 5.1 District has made no representations, covenants, warranties, guarantees, promises or agreements (oral or otherwise) with the Grantor in connection with the subject matter hereof, except as expressly provided in this Agreement.

- 5.2 Nothing contained or implied herein shall:

- (a) constitute or be construed as any Permit or approval required by any bylaw or any public or private statute, order or regulation;
- (b) prejudice or affect the rights and powers of the District in the exercise of its functions under any public or private statutes, bylaws, orders or 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 Grantor;
- (c) exempt the Grantor from any duty to comply with any enactment of the federal, provincial, municipal or regional government or to obtain any approval or consent required by any of them or their respective agencies; or
- (d) cancel or modify the terms of any other covenant, right-of-way, Permit, interest, charge, legal notation or agreement entered into between the parties or registered against the Lands.

- 5.3 The covenants set forth herein shall charge the Lands pursuant to Section 219 of the *Land Title Act* and shall be covenants the burden of which shall run with the Lands. It is further expressly agreed that:

- (a) the benefit of all covenants made by the Grantor herein shall accrue solely to the District;
- (b) the Grantor shall not, in respect of any portion of the Lands transferred to a third party, be liable for any breach of any covenant imposed upon the Grantor herein occurring after the Grantor transferred that portion of the Lands; and
- (c) all covenants and obligations imposed upon the Grantor herein, including but not limited to any release or indemnity provided herein, shall be binding on all future owners of the Lands for so long as they are owners of the Lands.

5.4 The District may, but shall not be obligated to:

- (a) enforce any or all of the provisions of this Agreement or exercise any or all of the rights granted herein;
- (b) amend this Agreement with the consent only of the owners of that portion of the Lands against which the amendment shall be registered and without giving notice to or obtaining the consent of the owner of any other portion of the Lands and without affecting the rights and obligations of the owner of any other Lots; or
- (c) waive any requirements contained herein or discharge this Agreement from all or any portion of the Lands without giving notice to or obtaining the consent of the owner of that portion of the Lands in relation to which this Agreement is being waived or from which this Agreement is being discharged or of the owner of any other Lots, and without affecting the rights and obligations of the owner of any portion of the Lands in relation to which this Agreement is not being waived or from which this Agreement is not being discharged.

5.5 No failure by the District in exercising its rights hereunder or enforcing the Grantor's obligations hereunder and no waiver of any of the requirements herein shall in any way limit the District in, or prevent the District from, later exercising its rights herein, or enforcing the Grantor's obligations in respect of any breaches of this Agreement which have occurred or which may occur, nor shall the District be deemed to have waived or become estopped from thereafter exercising any of its rights or enforcing any of the Grantor's obligations under this Agreement.

5.6 In the event that any covenant or provision contained herein is determined to be unenforceable or void for any reason, then such covenant or provision shall be severable from this Agreement and the remaining covenants and provisions shall continue in full force and effect.

5.7 This Agreement is the entire agreement between the parties and neither the District nor the Grantor has given or made representations, warranties, guarantees, promises,

covenants or agreements to the other except those expressed in writing in this Agreement, and no amendment of this Agreement, is valid or binding unless in writing and executed by the parties.

- 5.8 Time is of the essence of this Agreement.
- 5.9 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.
- 5.10 The District may seek specific performance or a prohibitory or mandatory injunction in order to compel performance of the obligations in this Agreement.
- 5.11 The parties hereto shall 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.
- 5.12 All remedies under or in connection with this Agreement shall be cumulative with all other remedies at law and in equity.
- 5.13 The parties' rights and obligations which, by their nature, extend beyond the termination of this Agreement, shall survive any termination of this Agreement.
- 5.14 Nothing contained or implied in this Agreement shall fetter, prejudice or affect the District's rights, powers, duties or obligations under any public or private statute (including the *Community Charter* and *Local Government Act*), bylaw, order or regulation. Nothing contained or implied in this Agreement shall be deemed to grant licence, permission, or authority of any kind for the Grantor to use, underpin, or impact in any way any lands, public or private, except in accordance with this Agreement.
- 5.15 This Agreement may be executed in counterpart with the same effect as if both parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute the same Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement in the General Instrument - Part I, which is attached to and forms part of this Agreement.