

Schedule B: Gabriola Commons Stewardship Agreement

August, 2026

THIS AGREEMENT dated for reference [**insert date**] is BETWEEN:

Legal Owner:

Gabriola Commons Foundation, PO Box 94, 675 North Road, Gabriola Island, BC. V0R 1X0

AND:

Covenant Holder

*Gabriola Island Local Trust Committee, 200 – 1627 Fort Street
Victoria, BC V8R 1H8*

(collectively, the “Parties”)

WHEREAS:

- A. The **Legal Owner** is the registered owner in fee simple of the **Land**;
- B. The stewardship and use of the Land will protect and preserve the Land and **Amenities** as a **Community Commons**;
- C. The Legal Owner has granted the **Covenant Holder** a covenant pursuant to S. 219 of the Land Title Act, respecting the protection, preservation, and stewardship of the Land and the Amenities and a statutory right of way pursuant to S. 218 of the Land Title Act;
- D. The Parties agree that the Land will be stewarded in accordance with the terms of the **Covenant** and this Agreement;
- E. The Covenant requires the Parties to enter into a written Stewardship Agreement for the stewardship of the Land;

NOW THEREFORE in consideration of the payment of \$2.00 by the Covenant Holder to the Legal Owner, the receipt and sufficiency of which is acknowledged by the Owner, and in consideration of the promises exchanged below, the Owner, and the Covenant Holder agree as follows:

1. DEFINITIONS

In this Agreement:

- 1.1 *Amenities* means the ecological, agricultural and multipurpose use features relating to the Land.
- 1.2 *Baseline Report* means the baseline documentation that describes the Land and the Amenities in the form of text, maps, and other records of the Land and the Amenities as of the date of

registration of this Agreement, a copy of which is on file with each of the Parties at the addresses set out in Section 12.

- 1.3 *Commons Coordinating Council* means the shared governance stewardship structure with ongoing responsibility to hold the Gabriola Commons as a Community Commons through promotion of communication among teams.
- 1.4 *Community Agriculture* means multi-functional agricultural uses of the Land shared by a community of users whose focus is local cooperative food production using sustainable practices.
- 1.5 *Community Commons* means the Land and Amenities to be used by the community through practices of shared responsibility that provide the community with agricultural, environmental and social benefits on a sustainable basis.
- 1.6 *Covenant* means the covenant Agreement between the Legal Owner and the Gabriola Island Local Trust Committee to which this Agreement is attached.
- 1.7 *Covenant Holder* means Gabriola Island Local Trust Committee and includes its permitted successors and assigns.
- 1.8 *Covenant Purposes* means the intent of the Covenant as set out in Section 2 of the Covenant;
- 1.9 *Land* means the parcel of land legally described as Lot 1, Plan VIP27281, Section 19, Land District 32, Gabriola Island (PID 002-600-994).
- 1.10 *Legal Owner* means the Gabriola Commons Foundation and includes any successor of the Legal Owner.
- 1.11 *Multi-purpose use* means educational and interpretive activities, the distribution of food produced on the property at no charge, space for the management and direction of activities on the Land and the provision of administration space, including the storage of materials, indoor and outdoor gatherings, meetings, and events except where specifically restricted in this Agreement.
- 1.12 *Stewardship* means the action of caring for and sharing responsibility for the Land and Amenities.
- 1.13 *Stewardship Plan* means a document in which the Parties agree to long-term stewarding of the Land and is guided by the usages and practices of a community commons, an overview of which is attached to this Agreement as Schedule A: Stewardship Plan for the Protection and Preservation of the Gabriola Commons.
- 1.14 *Stewardship Team* means the group of individuals and representatives entrusted with implementing and overseeing the periodically reviewed and revised Stewardship Plan.
- 1.15 *Successor* means any non-profit society or group that, any time after registration of this Agreement, becomes an owner of the Land.

2. STEWARDSHIP AND USE OF THE LAND

The Owner and the Covenant Holder agree that the Land must be stewarded:

- (a) according to the terms of the Covenant;
- (b) according to the terms of this Agreement;
- (c) according to the terms of the **Stewardship Plan** (template and exemplary plan outlines);
- (d) according to the terms of the **Baseline Report**;
- (e) only for the **Covenant Purposes**;
- (f) subject to all applicable laws, statutes, bylaws, regulations, orders and directives; and
- (g) It is the responsibility of the Gabriola Commons and its Stewardship Team to monitor, record and regularly report to the Covenant Holder a summary of stewardship activities pertinent to the agricultural, environmental and community purposes of the Commons.
- (h) It is the Covenant Holder's responsibility to review records of the Land's natural features checking for changes, damages and unauthorized uses, ensuring that restrictions are respected, while maintaining positive communications with the Legal Owner when addressing any breaches or restoration needs.

3. TERM OF THIS AGREEMENT

This Agreement starts on the reference date noted above and runs with the Covenant.

4. STEWARDSHIP VISION AND GOALS

Subject to Section 2, the concept of **Stewardship** is central to the ethos of the Gabriola Commons "where land and people meet".

5. STEWARDSHIP PLAN

5.1 The creation, review and revision of a Stewardship Plan for the Land and Amenities shall be initiated by the Legal Owner.

5.2 The Stewardship Plan shall include goals, objectives, operational and fiscal guidelines, evaluation criteria, and reports in accordance with maintaining and sustaining a Community Commons.

5.3 The Stewardship Plan shall ensure public notification, reception and consideration of paper or electronic input, open consultative meetings, and a public record, begun within 90 days of activation.

5.4 The Stewardship Plan shall be reviewed and revised at least once every three (3) years.

5.5 Each Stewardship Plan shall be signed by representatives of the Legal Owner and the Covenant Holder.

5.6 The Legal Owner must consult with the Covenant Holder regarding any proposed substantive change to the Land as referenced in the Covenant and the Stewardship Plan and recorded in the **Baseline Report**.

6. STEWARDSHIP PLAN IMPLEMENTATION

6.1 Once the Stewardship Plan is approved and adopted, the **Stewardship Team** is mandated to implement the Plan.

6.2 A duly constituted Stewardship Team shall be determined by the **Commons Coordinating Council** and report to the Commons Board of Trustees.

7. STEWARDSHIP COSTS

7.1 The Legal Owner retains all responsibilities and bears all costs and liabilities related to the legal ownership, use, occupation and maintenance of the Land.

7.2 The Legal Owner shall bear all costs for monitoring and enforcement. For clarity, the Covenant Holder not responsible for any cost associated with oversight of the Stewardship Plan or remedy of any identified breaches.

7.3 Costs associated with implementing the Stewardship Plan and its operational and maintenance costs are determined and set out in each version of the Stewardship Plan.

8. INSURANCE

The Owner agrees to obtain and maintain in effect throughout the term of this Agreement, public liability insurance against liability to anyone for personal injury, death, property loss and property damage. The insurance must be underwritten by an insurance company licensed in British Columbia.

9. ASSIGNMENT

The Owner and Covenant Holder may not assign this Agreement or sub-contract any of its rights or obligations under this Agreement.

10. NOTICE

10.1 Any notice or other communication required under this Covenant shall be in writing and shall be:

10.1.1 sent by registered mail addressed to the Parties at their respective addresses set out in Section 10.2 (below), and

12.1.2 sent to the Parties using electronic means specified in Section 10.2, followed by a copy sent by ordinary mail as set out in Section 10.2.

10.2 The addresses and contact information of the Parties for notice are as follows:

To the Legal Owner, the Gabriola Commons Foundation:
 Postal Address: PO Box 94, 675 North Road, Gabriola BC V0R 1X0
 Electronic Address: trustees@gabriolacommons.ca

To the Covenant Holder, Gabriola Island Local Trust Committee
 Postal Address: 200 -1627 Fort Street, Victoria, BC V8R 1H8
 Electronic Address: northinfo@islandstrust.bc.ca

10.3 Each Party agrees to give notice immediately to the other Party of any change in its addresses or other contact information from those set out in Section 10.2.

10.4 When notice is sent by registered mail, it shall be deemed to have been received on the seventh business day following the day on which the notice was sent. When notice is sent electronically, it shall be deemed to have been received on the day following transmission of the notice.

11. NO LIABILITY IN TORT

This Agreement creates only contractual obligations. 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 in connection with this Agreement and to limit the parties to their rights and remedies under the law of contract.

12. WAIVER

14.1 An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach in respect of which the waiver is asserted. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.

13. INTERPRETATION

13.1 This Agreement is comprised of the recitation of the Parties, the recitals to this Agreement, and the Schedules to this Agreement.

13.2 In this Agreement:

13.2.1 Every reference to a Party is deemed to include assigns of such parties wherever the context so

requires or allows; and

13.2.2 The headings are inserted for reference and convenience only and must not be used to construe or interpret the provisions hereof.

14. SEVERANCE

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.

15. ENUREMENT

15.1 This Agreement binds the Parties to it and their respective successors.

15.2 As evidence of their agreement to be bound by the above terms, the Parties each have executed and delivered this Agreement.

APPENDIX A

Stewardship Plan Guidelines for the Protection and Preservation of the Gabriola Commons

This Stewardship Plan has effect through the statutory covenant entered into with the Covenant Holder registered by the _____ (Registration Number _____).

The statutory covenant is registered over the **Land** and is binding on future owners. The **Legal Owner** and **Covenant Holder** to this agreement are:

Legal Owner:

*Gabriola Commons Foundation, PO Box 94, 675 North Road,
Gabriola Island, BC V0R 1X0*

AND:

Covenant Holder

*Gabriola Island Local Trust Committee, 200 – 1627 Fort Street, Victoria, BC
V8R 1H8*

1. GENERAL PROPERTY DETAILS

1.1 Property Name and Ownership Details

Property Name: Gabriola Commons

Legal Owner: Gabriola Commons Foundation

1.2 Real Property Description: Lot 1, Section 19, Gabriola Island, Nanaimo District, Plan 27281 (PID 002600994)

1.3 Area of Property and Covenanted Area

Total property area 26.51 acres (10.73 Hectares) as set out and described the Gabriola Commons Baseline Report 2026

2. PROPERTY DESCRIPTION, LAND USE AND ATTRIBUTES

2.1 Permitted Uses of the Land:

2.1.1 The Land is designated Agricultural Land Reserve (ALR). The Agricultural Land Reserve is a British Columbia provincial zone in which agriculture is recognized as the priority use. Farming is encouraged and non-agricultural uses are restricted.

2.1.2 ALR land is the responsibility of the BC Provincial Agricultural Land Commission (ALC), an independent administrative tribunal dedicated to preserving agricultural land and encouraging farming in British Columbia.

2.1.3 The Land is zoned “Gabriola Commons – Comprehensive Development Zone” (Islands Trust – Gabriola Official Community Plan (OCP) – Consolidated Version July 2015).

2.1.4 The zoning is included in the Official Community Plan - Section 5: Agriculture. The Land is recognized as a unique and distinct property on Gabriola. Managed as a Community Commons by a community-based association, it is a place where sustainability, community and agriculture meet. The Gabriola Commons is intended to exist in perpetuity for the benefit of the community, a community legacy serving community needs.

2.1.5 The permitted principal and uses are Commons Agriculture and Commons Institutional and the Gabriola Land Use Bylaw for the Land regulates uses, buildings and structures, siting requirements, coverage and maximum floor area for the principal and accessory uses. The permitted accessory uses are outlined in the appended *Gabriola Commons Baseline Report*, Sections 10, p. 15.

2.1.6 Zoning and Official Community Plan bylaws outline the agricultural and institutional uses for this property. The institutional uses include enterprises that provide services of benefit to the residents of Gabriola, including public education. It is intended that the Commons will be a place for learning about agriculture, food production, and sustainability practices (Gabriola Island Official Community Plan, 2015 & 2016).

2.1.7 Provision of administration space for other non-profit or not for profit enterprises is permitted and includes the storage of materials necessary for conducting activities on the Land.

2.1.8 Public assembly, indoor and outdoor gatherings, meetings, and events for the benefit and use of the public are all permitted.

2.2 Land Description

The agricultural, ecological and multi-purpose (Institutional, community based) attributes are outlined in the *Gabriola Commons Baseline Report 2026* appended to the Covenant.

3. ELEMENTS OF SIGNIFICANCE

3.1 Agricultural Significance

The Land is in the Agricultural Land Reserve which exists to preserve agricultural land and to encourage farming in the Province of BC. Agricultural activities are considered to be important to the Gabriola community as they contribute to the local economy, the Island’s rural character, and encourage local food sustainability.

3.2 Ecological Significance

As outlined in the *Baseline Report 2026*, the Covenant Area includes two sensitive ecosystems identified by the Islands Trust: Wetlands/Marshland and Moist Maritime Coastal Douglas Fir zones.

3.3 Social and Cultural Significance

The Gabriola Commons models the reciprocal, interdependent relationship between the Land and the people of Gabriola. The covenanted Land is held in trust for the community and is grounded in

effective and vigorous stewardship monitored and reported by the Commons and overseen by the Islands Trust Local Trust Committee.

4. VISION FOR THE STEWARDSHIP PLAN

4.1 The intent of the Plan is to protect, preserve and steward the Land and the Amenities as a Community Commons.

4.2 Stewardship involves balancing ecological protection, a working agricultural landscape and multi-purpose community use. Stewardship pays attention to the right of public access to the Land and participation in stewardship activities. Public restrictions only apply to ecologically sensitive areas and from time to time areas off limits due to restoration or enhancement work.

4.3 The stewardship of the shared resources and assets is open, equitable and transparent. There are opportunities for creative and substantial community engagement.

5. PRINCIPLES FOR THE STEWARDSHIP PLAN

5.1 The *Baseline Report 2026* provides the benchmark against which to measure changes in the Land and its features, setting out the state of the Land, its flora, fauna, natural and agricultural features and Amenities, at the time the Covenant is placed on the land.

5.3 Stewardship is rooted in committed engagement with the Land, paying objective and subjective attention to shifting conditions and the needs arising from these such as the need to limit its use or pursue remedial action.

5.4 Stewardship monitoring (data collection), summarizing and reporting to the Covenant Holder are the sole responsibility of the Legal Owner's Stewardship Team.

5.5 A summary report is to be submitted to the Covenant Holder within 30 days of January 1st annually (or at other agreed-upon intervals) using the *Gabriola Stewardship Report Template*, attached as Appendix B. The Covenant Holder reviews the reports, checking for changes, damages and unauthorized uses, ensuring that restrictions are respected and evaluating for any breaches or restoration needs.

5.6 The Covenant Holder reviews the *Gabriola Stewardship Report*, identifies any breaches and/or required remediation as outlined in the Covenant, Section 9.

6. GUIDELINES FOR THE STEWARDSHIP PLAN

6.1 It is critical to an overall stewardship plan that the environmental, agricultural and community spaces are looked at as a whole. Specific guidelines inform the stewardship of each aspect:

6.1.1 Guidelines for stewardship of the agricultural use of the land:

- *uphold community agriculture as defined in Section 3.1*
- *promote agricultural education*
- *enhance food security*
- *protect agricultural land*

- *promote farming*

6.1.2 Guidelines for the stewardship of the environment:

- *strengthen the ecological integrity of the Land*
- *protect sensitive ecosystems*
- *maintain biodiversity*
- *cultivate deep knowledge of the land*
- *eliminate invasive species*

6.1.3 Guidelines for the stewardship of community space use (indoors & out):

- *ensure that the community benefits of the buildings, the gathering places (indoors & out) by balancing the widest possible range of permitted community use with quiet peaceful sanctuary*
- *maintain buildings and infrastructure to safety and accessibility standards.*
- *ensure that the built environment is mindfully and carefully planned using best building practices and principles*
- *integrate design elements and patterns to achieve a visually pleasing, beautifully integrated public space*
- *ensure compliance with Agricultural Land Commission approval of “non-farm” uses*

6.2 Without limiting the generality of Section 5, the Stewardship Plan incorporates:

6.2.1 the condition of the Land and degree of alterations at time of Covenant registration;

6.2.2 pertinent government regulations;

6.2.3 the Islands Trust Official Community Plan: Development Permit Areas for Riparian Area Protection;

6.2.4 pertinent Agricultural Land Commission regulations.

7. Strategies for the Gabriola Commons Stewardship Plan

7.1 Agricultural Stewardship Strategies

Goal: To encourage community agriculture that supports a range of agriculturally-related uses on the land.

Objectives for successive stewardship plans to meet this Goal include:

- *To promote agricultural knowledge and importance of locally grown food.*
- *To pursue sustainable agricultural practice.*
- *To prepare periodic inventory of agricultural areas.*
- *To assess and review scale of agricultural activities to meet ALC agricultural and farming requirements.*
- *To prepare and apply maintenance and repair plans for agricultural buildings, structures and infrastructure.*

7.2 Ecological Stewardship Strategies

Goal: To protect sensitive ecosystems and biodiversity of the land as identified in the Baseline Report.

Objectives for successive stewardship plans to meet this Goal include:

- *To review inventory of the flora and fauna*
- *To identify features or areas that are degrading*
- *To restore ecological features that have suffered degradation and can be enhanced through restorative actions*
- *To maintain the Land and its Amenities to ensure ongoing protection*
- *To regularly monitor the land to ensure compliance with the provisions of the ecological values of covenant*
- *To protect watercourses and riparian areas that meet or exceed Riparian Areas Regulations*
- *To ensure that work undertaken in any part of the ecological areas is done in a manner that causes the least amount of disruption.*

7.3 Multi-purpose/Institutional Stewardship Strategies

Goal: To provide community benefits and enjoyment of indoor and outdoor space for social, recreational and cultural purposes.

Objectives for successive stewardship plans to meet this Goal include:

- *To prepare and apply maintenance and repair plans for buildings, structures and infrastructure.*
- *To address safety and security issues*
- *To reflect mindful planning for integrated public space in all design elements.*
- *To pursue synergy between buildings and outdoor space.*

7.4 Subsequent Plans require a detailed Commons budget for enactment of each Plan. This will outline projected revenues and expenses for the duration of that specific Plan and identify in detail the human and material resources required to carry it out. This budget may be shared with the Covenant Holder upon written request.

8. Administrative Provisions

For details regarding release and indemnity, waiver, default, and settlement of disputes, refer to general provision in the Statutory Covenant.

APPENDIX B

Gabriola Commons Stewardship Report and Guidelines

This template guides the Stewardship Team to report on the stewardship practices of the Gabriola Commons in accordance with the Covenant and the Baseline Report. Each report is to be submitted by the Stewardship Team to the Commons Trustees and to the Covenant Holder.

Stewardship Report

Previous Report Date:
Report Date (within 30 days of January 1):
1. Stewardship of Agricultural Use
Are there any significant changes in agricultural use of the Commons since the previous report?
Has The Gabriola Commons:
1.1 Upheld Community Agriculture?
1.2 Promoted agricultural knowledge and importance of locally grown food?
1.3 Pursued sustainable agricultural practice?
1.4 Enhanced food security?
1.5 Protected agricultural land?
1.6 Maintained agricultural buildings, structures and infrastructure?
2. Stewardship of the Environment
Are there any significant changes in the Commons environment since the previous report?
Has The Gabriola Commons:
2.1 Complied with the provisions of the ecological values of the Covenant?
2.2 Protected sensitive ecosystems and biodiversity of the Land?
2.3 Maintained the Land and its Amenities to ensure on-going protection?
2.4 Protected watercourses and riparian areas?
2.5 Ensured that work undertaken causes the least amount of disruption?

2.6 Protected the ecological values of the land versus impacts of climate change?
2.7 Restored ecological features that have suffered degradation?
3. Stewardship of Community Spaces
Are there any significant changes in the stewardship of community spaces at the Commons since the previous report?
Has The Gabriola Commons:
3.1 Ensured community benefits of buildings and gathering places by balancing a range of permitted community uses with quiet peaceful sanctuary?
3.2 Maintained buildings and infrastructure to safety, security and accessibility standards?
3.3 Ensured the built environment is carefully planned using best building practices and principles?
3.4 Designed for a visually pleasing, beautifully integrated public space?
3.5 Ensured compliance with ALR approval of “non-farm” uses?
3.6 Limited scale and/or pace of human activity to remain within the carrying capacity of the Commons land and the social infrastructure?
4. Operational and Fiscal
Are there any significant changes in the operational or fiscal aspects of the Commons since the previous report?
Has The Gabriola Commons:
4.1 Prepared maintenance and repair plans for agricultural buildings, structures and infrastructure?
4.2 Addressed safety and security issues?
4.3 Planned for integrated public use of Commons space?
4.4 Maintained workable balance between buildings and outdoor space?

Report submitted by Gabriola Commons Stewardship Team to the Commons Trustees

Date _____

Signature _____ Name _____

Signature _____ Name _____

Signature _____ Name _____

Signature _____ Name _____

Report submitted by the Gabriola Commons Trustees to the Covenant Holder

Date _____

Signature _____ Name _____

SMART Guidelines: Specific, Measurable, Achievable, Relevant, Time-bound

1. **Specific:** what is to be accomplished (who, what, where, why)
2. **Measurable:** quantifiable metrics
3. **Achievable:** realistic and attainable given current resources, skills, constraints
4. **Relevant:** align with broader objectives, core mission, overall strategy
5. **Time-bound:** deadline or timeframe

Stewardship of Agricultural Use

Question	SMART Guidelines
Are there any significant changes in agricultural use of the Commons since the previous report?	List any changes since last report.
Has The Gabriola Commons:	
1.1 Upheld Community Agriculture?	Number of people using North and South Allotment Gardens
1.2 Promoted agricultural knowledge and importance of locally grown food?	Number of community workshops, articles in newspaper, newsletters, social media
1.3 Pursued sustainable agricultural practice?	Maintained no chemical pesticides or herbicides; used compost, mulch, etc.
1.4 Enhanced food security?	Number of people and/or area of all gardens
1.5 Protected agricultural land?	Area under cultivation, land area not available for farming
1.6 Maintained agricultural buildings, structures and infrastructure?	List of maintenance activities

Stewardship of the Environment

Question	SMART Guidelines
Are there any significant changes in the Commons environment since the previous report?	List any changes since last report.
Has The Gabriola Commons:	
2.1 Complied with the provisions of the ecological values of the Covenant?	See Note 1
2.2 Protected sensitive ecosystems and biodiversity of the Land?	List of sensitive areas and activities to protect them
2.3 Maintained the Land and its Amenities to ensure on-going protection?	List of land and buildings maintenance activities
2.4 Protected watercourses and riparian areas?	List of activities where monitoring and changes to watercourses and riparian areas
2.5 Ensured that work undertaken causes the least amount of disruption?	List of activities and how environmental impacts were mitigated
2.6 Protected the ecological values of the land versus impacts of climate change?	List mitigations addressing climate change, eg. restrict water use from pond for garden plots, encouraged use of mulch and so on
2.7 Restored ecological features that have suffered degradation?	List of activities to counter degradation (e.g. removal of invasive plants, erosion, waste removal)

Note 1: Ecological values of the Covenant

3. RESTRICTIONS ON USE OF THE LAND

3.1 The Legal Owner agrees that the land shall only be used as a community commons in a manner that:

3.1.1 protects, preserves and stewards the **Natural State** of the Land in ways that respect its ecology, sensitive environmental ecosystems, species at risk, wildlife habitats, wetlands and riparian areas while not diminishing or negatively impacting the agricultural use/values of the Land;

3.2 Except as expressly permitted in this Agreement, the Owner must not do anything, omit to do anything, allow anything to be done, or allow the omission of anything, that does or could be reasonable expected to destroy, impair, diminish, negatively affect or alter the Land or the Amenities from the condition described in the Bassline Report (Schedule B).

3.3 Without restricting the generality of Section 3.2, the Legal Owner must not use or permit the use of the Land for an activity which:

3.3.1 permits **Industrial Agriculture**;

3.3.2 causes erosion of the Land to occur;

3.3.3 places any financial encumbrance on the land;

3.3.4 permits use primarily for profit;

3.3.5 interferes with the protection of the Natural State of the Land or the Amenities;

3.3.6 facilitates any action that may destroy, diminish, or negatively alter the Natural State of the Land;

3.3.7 uses toxic substances on the Land;

3.3.8 brings **Garbage** onto the Land except for waste materials to be transformed into non-deleterious and usable form for ecologically useful purposes;

3.3.9 causes or facilitates the loss of water, soil, gravel or rock from the Land; or

3.3.10 permits **Hunting, Fishing, Trapping or Logging** on the Land.

3.4 The Legal Owner shall not enter into any agreement for the use of the Land or any part thereof unless the agreement is made subject to the provisions of this Agreement.

Stewardship of Community Spaces

Question	SMART Guidelines
Are there any significant changes in the stewardship of community spaces at the Commons since the previous report?	List any changes since last report.
Has The Gabriola Commons:	
3.1 Ensured community benefits of buildings and gathering places by balancing a range of permitted community uses with quiet peaceful sanctuary?	List and dates of community meetings
3.2 Maintained buildings and infrastructure to safety, security and accessibility standards?	List of maintenance, safety, security, and accessibility activities.
3.3 Ensured the built environment is carefully planned using best building practices and principles?	List of building/maintenance activities vs BC Building Code
3.4 Designed for a visually pleasing, beautifully integrated public space?	List of activities to improve aesthetics
3.5 Ensured compliance with ALR approval of “non-farm” uses ^(note 2) ?	Compare Commons activities vs note 2.
3.6 Limited scale and/or pace of human activity to remain within the carrying capacity of the Commons land and the social infrastructure?	Gabriola public is informed/aware of restrictions on the use of the land and amenities.

Note 2: Farm Uses in the ALR

Farm Use is defined in the *Agricultural Land Commission Act 2026*

(https://www.bclaws.gov.bc.ca/civix/document/id/complete/statreg/02036_01#section1) as an occupation or use of agricultural land for:

- farming land, plants, mushrooms, truffles or animals,
- a farm operation as defined in the *Farm Practices Protection (Right to Farm) Act 2026* (https://www.bclaws.gov.bc.ca/civix/document/id/complete/statreg/96131_01)
- a purpose designated as a farm use by regulation

Common farming and ranching activities in the ALR include, but are not limited to:

- Crops such as vegetables, berries, grains and oil seeds
- Raising livestock such as cattle, sheep, goats, horses, swine, and poultry
- Greenhouses, cannabis, and mushroom production
- Ornamentals (floriculture, horticultural, nursery crops)
- Tree fruits and nuts
- Forage crops

Agricultural Land Reserve Use Regulation

Below is a partial list of permitted activities in the ALR. Land use activities permitted in the ALR Use Regulation do not require an application or approval of the ALC if the use complies with any conditions or parameters set out in the ALR Use Regulation.

Farm Uses (https://www.bclaws.gov.bc.ca/civix/document/id/complete/statreg/30_2019#part2)

Permitted farm uses are uses in addition to regular farming/ranching as noted above. These uses are for the most part directly linked to agriculture. Permitted farm uses can be restricted but not prohibited by a Local or First Nation government. Many of the permitted farm uses are subject to conditions, thresholds, or other requirements. Examples of permitted farm uses include:

- Wineries & Cideries
- Storage, packing & processing of farm products
- Timber production, harvesting and silviculture
- Equestrian facilities
- Application of soil amendments
- Farm retail sales
- Temporary or seasonal agri-tourism activities
- Agroforestry
- Production of compost with conditions
- Land development works for farm purposes

Permitted Non-Farm Use

(https://www.bclaws.gov.bc.ca/civix/document/id/complete/statreg/30_2019#part3)

Permitted non-farm uses are uses that may or may not be linked directly to agriculture and are considered compatible with agriculture and have low impacts on the land base. Some permitted non-farm uses can be prohibited by Local or First Nation governments. Many of the permitted non-farm uses are subject to conditions, thresholds, or other requirements. Examples of permitted uses include:

- Home based business
- Temporary sawmill subject to conditions
- Pet kennels and breeding facilities
- Production, storage and application of Class A compost
- Production & development of biological products used in integrated pest management

- Aggregate extraction less than 500 m³
- Conservation & passive recreation & open land parks
- Education & research (not schools)
- Force mains, trunk sewers, gas and water pipelines within an existing right of way.

Operational and Fiscal

Question	SMART Guidelines
Are there any significant changes in the operational or fiscal aspects of the Commons since the previous report?	List any changes since last report.
Has The Gabriola Commons:	
4.1 Prepared maintenance and repair plans for agricultural buildings, structures and infrastructure?	List of maintenance and repair activities vs schedule of maintenance of buildings and infrastructure
4.2 Addressed safety and security issues?	List of issues and how they were addressed.
4.3 Planned for integrated public use of Commons space?	List of planned activities that could impact the Commons.
4.4 Maintained workable balance between buildings and outdoor space?	List of activities that impact the Commons.