MEMORANDUM OF UNDERSTANDING
FOR THE DEVELOPMENT AND IMPLEMENTATION OF A
CUMBERLAND FOREST LAND STRATEGY

This Memorandum of Understanding ("MoU") is effective as of DECEMBER 1, 2025.

AMONG:

The Corporation of Village of Cumberland ("Village") - municipal government, 2673 DUNSMUIR AVE., BOX 340, CUMBERLAND, B.C., V0R 1S0

AND:

Comox Valley Land Trust ("CVLT") - a society registered in British Columbia (Registration No. S-39579), 2356 ROSEWALL CRES., BOX 3462 COURTENAY, B.C., V9N 5N5:

AND:

Cumberland Community Forest Society ("CCFS") - a society registered in British Columbia (Registration No. S-42346), 2715 DUNSMUIR AVE., BOX 1239, CUMBERLAND, B.C., V0R 1S0

AND:

United Riders of Cumberland ("UROC") – a society registered in British Columbia (Registration No. S-0054471), BOX 960, CUMBERLAND, B.C., V0R 1S0

COLLECTIVELY: "The Parties" or the "Partners"

WHEREAS: the Parties have both independent and overlapping interests in the Lands identified on the map in Appendix A, *"Cumberland Forest Land Strategy Proposed Planning Area, 2025"*, informally known as the "Cumberland Forest" (the "Lands"). *See Appendix B. for a summary of these interests.*

NOW THEREFORE, in recognition of the mutual interest in the Lands, the parties agree:

- To formally partner to develop and implement a **Cumberland Forest Land Strategy** (the "Strategy".
- That the Strategy will serve to provide overall guidance and direction in land management decisions until such time as the Strategy is revised and updated or rescinded.
- That the Cumberland Forest Land Strategy will serve as the Cumberland Community Forest Park Management Plan, until such time as the Strategy is revised and updated, or an independent Park Management Plan has been completed,

Under the following terms:

1. PURPOSE

This MOU is intended to outline the terms of the partnership to develop and implement a Cumberland Forest Land Strategy, including the roles and responsibilities of each party, and the overall scope of the Strategy and the planning process to develop it.

2. TERM

2.1 The MOU will remain in effect for:

2.1.1 Phase I - Strategy Development: until each party has formally adopted the Cumberland Forest Land Strategy via their internal approvals process, including approval authorities and rights as defined in section 219 covenants subject to certain properties within the Lands; and

2.2.2 Phase II – Strategy Implementation: for the duration of the implementation of the Strategy, estimated timeline: 10 years (to 2036).

2.2 The Parties agree that the adopted Strategy will include specific content on future partnership and collaboration opportunities in the implementation of objectives and actions described in it.

2.3 The Parties agree to formally review the MOU and the terms of the partnership within five years of signing (on or before December 31, 2030)

3. SCOPE

3.1. The Strategy will focus on the lands that currently form the Cumberland Community Forest Park and the two informal parcels proposed for future purchase and protection by the Cumberland Community Forest Society to the east and the west of the current Cumberland Community Forest Park. Further, the Strategy will also consider adjacent lands identified as being of high interest in the management of certain issues and amenities relevant to, and under the management purview of the Parties, the "Cumberland Forest", including: Coal Creek Historic Park, Village Park and other areas as outlined in the dashed line on the map in Appendix A

3.2. The Strategy will consider the history of the lands; land values and permitted uses per previous agreements (including the Section 219 Covenants on the Cumberland Community Forest Park and UROC Licence Agreements with private landowners); land management issues and opportunities; management objectives and strategies; and an implementation action plan (including opportunities for future partnerships and collaborations).

4. FUTURE LAND OWNERSHIP ANDMANAGEMENT

4.1 The Parties recognize that the Strategy will inform future Village of Cumberland decisions related to the acquisition, ownership, and management of lands proposed for purchased by the CCFS to the east and the west of the current Cumberland Community Forest Park

4.2 The Parties recognize that by entering into this agreement, the Village is under no obligation to acquire any lands outside of the existing Cumberland Community Forest Park.

4.3 The Parties recognize that the Strategy will inform collaborative landscape scale planning and decision-making on the subject lands in support of agreed upon objectives in the strategy.

4 ROLES

5.1 The Village of Cumberland will act in the lead role in the development of the Strategy, including, but not limited to:

- 5.1.1 Leading the development of this MOU;
- 5.1.2 Overall project management and coordination of the development of the Strategy, including securing the services of a parks and land management planning consultant to support the planning process and document drafting, as well as technical services in support of the document (e.g. mapping and graphics), as required;
- 5.1.3 Project budget management;
- 5.1.4 Drafting and coordination of any group communications for public issuance by the Parties; and
- 5.1.5 Acting as the primary liaison between the parties and K'òmoks First Nation (KFN) on issues and engagement related specifically to the development of the Strategy, including commissioning a Cultural Values Assessment by KFN to inform management planning for the Lands.
- 5.1.6 Obtaining approval of the Strategy, as per internal processes.

5.2 The Cumberland Community Forest Society and the United Riders of Cumberland will act in a primary supporting role in the project, including:

- 5.2.1 participating in all planning functions including written (primarily email) correspondence, meetings, workshops and public engagement sessions;
- 5.2.2 coordinating input from internal society stakeholders, including elected board members, members, donors and others, as determined by the Societies at their own discretion;
- 5.3.3 disseminating group communications;
- 5.3.4 supporting the Village in formal engagement with KFN;
- 5.3.5 obtaining approval of the Strategy, as per internal processes.

5.3 In addition to the above, the Cumberland Community Forest Society, will commission an Ecological Inventory Report for the Lands by a Registered Professional Biologist that describes the ecological and anthropogenic features of the Lands. The Report will be used to support the development of Park/Land management zones in the Strategy, as well as long-term monitoring.

5.4 The Comox Valley Land Trust will act in a secondary supporting role in the project, participating at their own discretion in the planning process in order to best inform their final review of the Strategy in their formal approval authority role for the Management Plan requirement of the section 2019 covenants on the properties that form the Cumberland Community Forest Park, including representing other covenant holders (such as the Comox Valley Regional District and The Land Conservancy, as applicable.)

5 STRATEGY DEVELOPMENT PROCESS AND PROJECT SCHEDULE

	PHASE/TASK	TIMELINE
1	Project Initiation and Engagement Strategy Planning	Spring / Summer 2025
2	Partner Engagement Session #1	June 2025 (complete)
3	Project Press Release (Public Engagement #1)	Winter 2025/ 2026
4	Partner Engagement Session #2	Winter 2025 / 2026
5	Draft Land Strategy Framework	Spring 2026
6	Partner Engagement Session #3	Spring 2026
7	Open House to Present Draft Strategy (Public Engagement #4)	Summer 2026
8.	Draft Land Strategy Presented to council	Fall 2026
8	Final Land Strategy, including adoption	Winter 2026 / 2027

6 PROJECT BUDGET AND FUNDING

7.1 Project Budget

The overall budget for the project is $78,000. This includes all consulting fees and expenses (including in support of the development of the MOU, drafting and development of the Strategy and partner, public and KFN engagement scope); Ecological Baseline Inventory Assessment (completed by a Registered Professional Biologist commissioned by CCFS valued at $15,000), technical mapping support; the KFN Cultural Values Assessment, and project contingencies.

7.2 Cost Sharing

The Parties agree to contribute to the project in the following amounts:

Village of Cumberland:	$51,000
Cumberland Community Forest Society:	$22,000
United Riders of Cumberland	$4000
Comox Valley Land Trust:	$1000

7.3 The Village will retain any outstanding funds remaining at the completion of the project, should contingencies not be required.

7.4 The Village will invoice UROC and the CVLT in the amount outlined in 7.2 before December 31, 2025.

7.5 The Village will invoice the CCFS for $7000 before December 31, 2025

7.5 The Village agrees to share project expense tracking records with the parties upon request at any time.

7 CONTACTS

Village of Cumberland –	Kevin McPhedran Director of Community Services
Cumberland Community Forest Society –	Meaghan Cursons, Executive Director
United Riders of Cumberland –	Dougal Browne, Executive Director
Comox Valley Land Trust –	Tim Ennis, Executive Director

SIGNATURES

The Village of Cumberland, by its authorized signatories:

[redacted]

Michelle Mason
Chief Administrative Officer

Vickey Brown
Mayor

Comox Valley Land Trust, by its authorized signatories:

[redacted]

Cumberland Community Forest Society, by its authorized signatories:

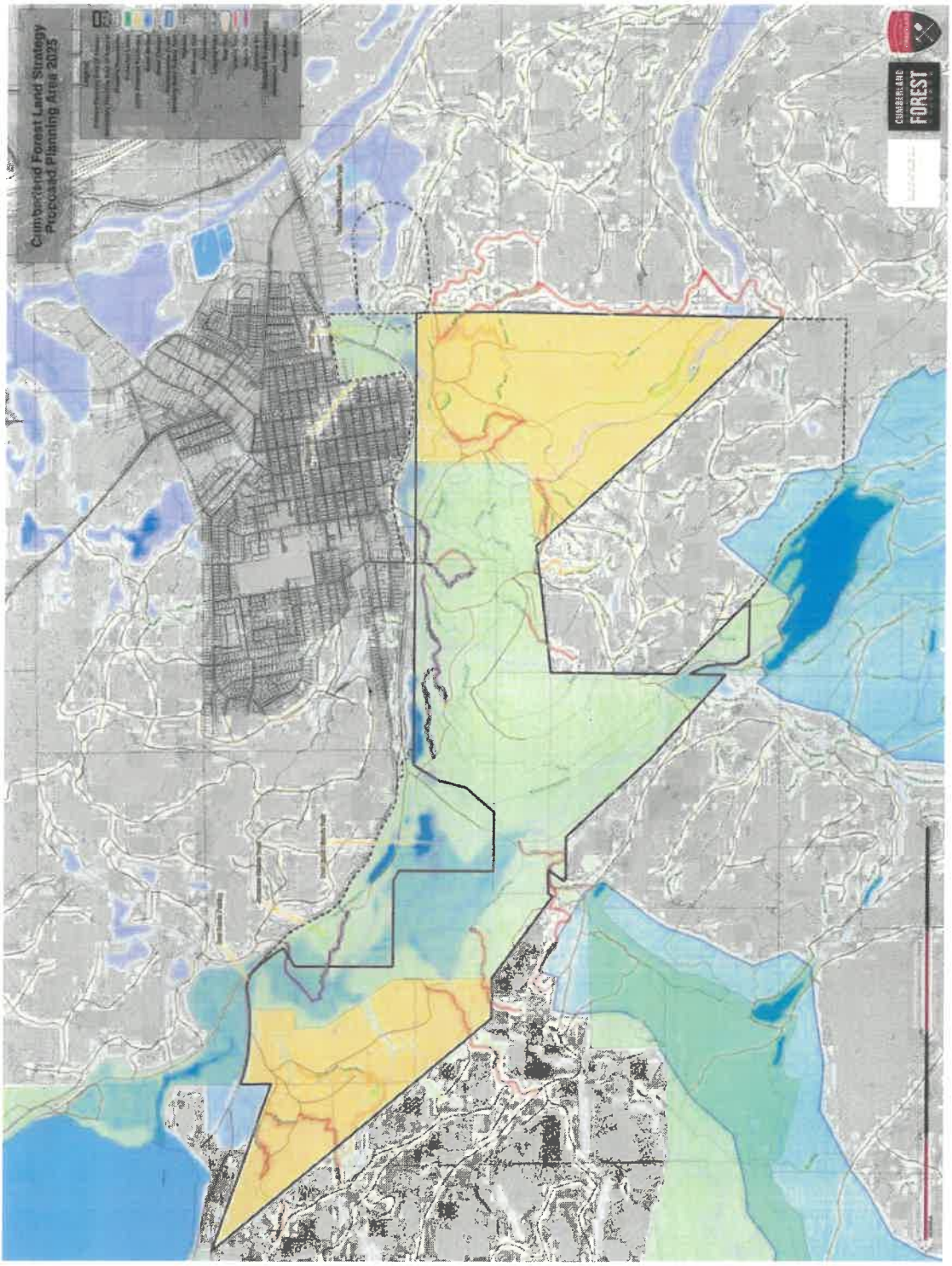
[redacted]

United Riders of Cumberland, by its authorized signatories:

[redacted]

APPENDICES

Appendix A – Map *Cumberland Forest Land Strategy Proposed Planning Area, 2025*



Appendix B. Background Information

A. The parcels of land that make up the Cumberland Community Forest Park form a Village of Cumberland municipal park, and are referred to in this document as the "Park".

B. The Village manages and operates a parks service for multiple values including, but not limited to:
   I. The protection and conservation of a variety of natural and cultural amenities.
   II. The use, benefit and enjoyment of its residents and visitors.

C. The Lands are within the Unceded Traditional Territory of the K'ómoks First Nation (KFN), the traditional keepers of this land and contain cultural values and may contain archeological values of significance to KFN.

D. Three Section 219, *Land Title Act* covenants exist on title for the properties that make up the Park, registered in 2005, 2006 and 2020; each covenant requires the development and adoption of a park management plan.

E. The Covenant on the lands identifies primary values of importance for protection, as follows:
   I. The Park contains significant ecological values, including flora, fauna, and natural features.
   II. The Park contains significant cultural and heritage values.
   III. The Park contains significant recreational values.
   IV. The Park contains significant utilities, including drinking water supply infrastructure and associated access roads.
   V. The Park protects community drinking water quality objectives.
   VI. The Park contains fish habitat, including opportunities for future fish habitat restoration works.

F. The CVLT is the primary covenant holder for each of the 2005, 2006 and 2020 covenants, and in this role, has provided the Village with management guidance, feedback and project approvals related to the Park. Further, the CVLT is obligated to formally represent secondary Covenant Holders as follows: The Land Conservancy of B.C. (2005 and 2006 Covenants) and The Comox Valley Regional District (2020 Covenant) in management planning.

G. The CCFS has been fundamental in fundraising for parkland acquisition since 2000 and supporting the successful management of the Park to date. In addition to being the community covenant holder for the 2020 covenant applied to the 2016 and 2020 acquisitions, the CCFS has:
   I. Provided leadership in the securement of funding, negotiation of purchase agreements and management of acquisitions processes for all lands that now form the Park; and
   II. Secured resources to support educator and school outreach, research, and assessments within the park; and
   III. In partnership with the Village, lead the successful completion of select park improvement and restoration projects.

IV. Developed a 2024-2028 Strategic Plan referencing several topics and projects of interest to the trail's community and Cumberland Forest land management planning.
V. Aspires to purchase lands adjacent to the park for the purpose of parkland protection.

H. The UROC has been fundamental to the establishment of the Cumberland Trail Network; the non motorized trails in the Park are part of this network and act as the primary point of access and egress to the Access Agreement Areas beyond Park boundaries. The UROC has held formal trail management responsibility for the majority of the trail network located on private forest lands since 2015. Further
   I. In the 2022 Memorandum of Understanding for Access, Collaborative Management, and Use of a Cumberland Trail Network, the Village and UROC agree to coordinate trail management with other landowners, and to work collaboratively on trail network planning.
   II. The UROC's 2022 Trail Strategic Plan references several topics and projects of interest to CCFP management planning; and
   III. The UROC provides contracted trail maintenance services for trails in the Park under the 2023-2027 Community Services Partnership Agreement with the Village, while has also made additional contributions to other park trail improvement projects.

I. The CCFS has expressed interest in participating in strategic planning for the Cumberland Trail Network.

J. UROC has expressed interest in participating in strategic planning on matters relating to Cumberland Forest ecosystem health, restoration, and conservation.

Appendix C – Definitions

a. **Access Agreement Areas** - private forest lands adjacent to the park accessed through agreements between the UROC and private timber companies.
b. **Biodiversity Protection Zone -**is mapped in the baseline documentation report and describes the Land and the Amenities in the form of text, maps, photographs and other records of the Land and the Amenities as of the date of registration of the Covenant attached as Schedule B, available at https://cumberland.ca/wp-content/uploads/2025/01/CCFS-Convenant-VS-21-Aug24-2020.pdf;
c. **Coal Creek Historic Park** - the Village of Cumberland municipal park adjacent to the Park and the location of the historic Chinese-Canadian and Japanese-Canadian town sites.
d. **Comox Valley Land Trust (CVLT)** - a regional land trust and co-covenant holder for the CCFP. The CVLT is designated as the Primary Covenant Holder and is responsible for monitoring compliance with the covenants which it does annually, and for taking enforcement actions in the case of a breach of the covenants. CVLT has parks management plan approval authority, and any activity the Village intends to undertake that is expressly restricted by any of the covenants requires the prior written approval of the CVLT in its sole discretion.
e. **Comox Valley Regional District (CVRD) -** local regional district and co-covenant holder for the Space Nugget and Perseverance parcels. The CVRD has parks management plan approval authority for activities within the defined Watershed Protection Zone.
f. **Covenant** - the Agreement between the Village of Cumberland, Comox Valley Land Trust, Comox Valley Regional District, and Cumberland Community Forest Society, an example available online at https://cumberland.ca/wp-content/uploads/2025/01/CCFS-Convenant-VS-21-Aug24-2020.pdf
g. **Cumberland Community Forest Park (CCFP)** - the 200-hectare public park purchased with funds raised by the Cumberland Community Forest Society and owned and managed by the Village of Cumberland.
h. **Cumberland Trail Network** - general name used for the trail network adjacent to the village including both Access Agreement Areas and the Cumberland Community Forest Park
i. **Cumberland Community Forest Society (CCFS)** – a non-profit organization that raised funds for the purchase and negotiated the conservation covenants for the CCFP. The CCFS is a co-covenant holder for the "Space Nugget" and "Perseverance" parcels, acquired in 2016 and 2020, respectively, and has parks management plan approval authority.
j. **K'òmoks First Nation (KFN)** – "Care takers of the 'land of plenty' since time immemorial". This land of plenty includes the Park and is part of the KFN's unceded traditional territory.
k. **The Public** means Park users focused on local residents and organizations with an interest in the Park.
l. **United Riders of Cumberland (UROC)** - a local mountain biking advocacy and trail management organization that manages the trails in the Access Agreement Area and provides contracted trail services to the Village of Cumberland for trail maintenance work in the CCFP.
m. **Village Watershed Lands** -230 hectares of forested land owned by the Village of Cumberland in the upper Perseverance and Cumberland Creek watersheds. Primary land management

objectives are for the protection for community drinking water resources; secondary objectives include managing for low impact trail-based recreation.

n. **Village of Cumberland -**an incorporated municipality of approximately 4500 residents, governed by the Province of BC Community Charter, and in which delivers a parks service to the benefit of its residents.

o. **Watershed Protection Zone** means the 30 meters from the high-water mark of any waterbody or watercourse on the Land which drains into Comox Lake as defined in the Covenant.