CONTRIBUTION AGREEMENT FOR THE ACQUISITION OF BURNS BOG
effective March 12, 2004

BETWEEN HER MAJESTY THE QUEEN IN RIGHT OF CANADA
as represented by the Minister of the Environment,
hereinafter called the “Minister”

AND THE GREATER VANCOUVER REGIONAL DISTRICT
(GVRD) hereinafter called the “Recipient”

Whereas in the exercise of his duties and functions relating to the preservation and
enhancement of the natural environment, the Minister wishes to respond to specific
conservation needs and emerging environmental issues at the regional or ecosystem
level; and

Whereas the Minister supports federal participation in environmental initiatives,
programs and activities that are designed to preserve and enhance the natural
environment; and

Whereas the Minister wishes to undertake activities that are consistent with the goals
and objectives of the Georgia Basin Action Plan and the North American Bird
Conservation Initiative; and

Whereas the Minister and the Province of British Columbia (BC) signed, on March 31,
2001, an agreement entitled “Canada - British Columbia Memorandum of Agreement
(MOA) on the Protection of British Columbia’s Natural Heritage”, which includes a
conditional agreement for the provision of a federal contribution of not more than $28
million towards the acquisition of Burns Bog; and

Whereas the conditions set out in the MOA for the release of the Minister’s contribution
have been met with the signing on May 9, 2003, of the Canada - B.C. detailed National
Park Establishment Agreement respecting the establishment of a national park in the
Gulf Islands, and with the Minister’s approval of the Agreement of Purchase and Sale
for Burns Bog dated March 8, 2004, to which BC, the Recipient, the Corporation of
Delta (Delta), 569244 British Columbia Ltd., Delta Fraser Properties Partnership,
Western Delta Lands Partnership 628032 British Columbia Ltd. 682965 B.C. Ltd.,
723896 Ontario Inc., and 572281 British Columbia Ltd. are parties; and

Whereas the purchase price of the Burns Bog lands is confirmed at $ 73 million; and

Whereas BC has agreed to purchase those parcels of land comprising Burns Bog that
are described in Schedule A, Part A for a total of $28.6 million; and

Whereas BC, the Corporation of Delta (Delta) and the Recipient have agreed, and the
Minister has acknowledged that the remainder of the parcels comprising the Burns Bog
lands and described in Schedule A, Part B will be acquired by the Recipient and Delta
as tenants in common; and
Whereas the Recipient and Delta will together contribute $16,400,000 towards the acquisition of the Burn Bog lands described in Schedule A, Part B; and

Whereas by letter dated November 13, 2003, BC has requested that the Minister’s contribution be paid to the Recipient, and the Minister has agreed to forward his contribution to Borden, Ladner, Gervais LLP on behalf of the Recipient, to hold in escrow until the closing of the transaction; and

Whereas the Recipient has agreed to attribute $10,046,400 of the Minister’s contribution to Delta towards the purchase by Delta of an interest in those parcels of land comprising Burns Bog as are shown in Schedule A, Part B; and

Whereas the Minister will not hold title to any of the Burns Bog lands; and

Whereas the Minister, BC, Delta and the Recipient have agreed to finalize, by March 31, 2004, an agreement pursuant to which a management plan will be developed for the management of all of the Burns Bog lands acquired by BC, the Recipient and Delta; and

Whereas BC, the Recipient and Delta have agreed to grant in favour of the Minister a covenant that will restrict the use of the Burns Bog lands to purposes that will preserve and protect their ecological and conservation values; and

Whereas BC is attempting, but is not bound, to acquire all the sub-surface rights to the Burns Bog lands prior to the acquisition of those lands by BC, Delta and the Recipient.

Now, therefore, this Agreement witnesses that in consideration of the mutual promises and agreements hereinafter set out, the Minister and the Recipient (hereinafter called the “Parties”) agree as follows:

1. PURPOSE & EXPECTED RESULTS

The purpose of this Agreement is to enable the Recipient and Delta to participate in the acquisition and protection of Burns Bog lands and thereby support the conservation of biological diversity within the province of British Columbia through:

- The conservation of one of Canada’s unique ecosystems;

- The preservation of one of the few remaining large tracts of conservation lands in a rapidly-urbanizing metropolitan centre.

The Recipient’s participation in the acquisition of the Burns Bog lands is consistent with the conservation of Canada’s nature legacy, and will ensure that important habitat for migratory waterfowl and several endangered species is protected.

2. ACTIVITIES TO BE UNDERTAKEN BY THE RECIPIENT

The Minister hereby agrees to make a contribution of $28 million to the Recipient on the understanding that the Recipient will carry out the following activities:
SCHEDULE A

LEGAL DESCRIPTION OF PARENT PARCELS

1. PID: 000-914-991
   Parcel “D” (Explanatory Plan 2515) District Lot 437 Group 2 except:
   Firstly: Parcel One (Reference Plan 8648)
   Secondly: Portions in Plans 64775 and LMP7813
   Thirdly: Portions in Statutory Right of Way Plans 73154, 73156 and LMP45327
   New Westminster District
   ("Parcel D")

2. PID: 000-915-114
   Parcel 1 (Reference Plan 8648) District Lot 437 Group 2 New Westminster District
   ("Parcel 1")

3. PID: 000-915-122
   Section 16 Township 4 New Westminster District
   ("Section 16")

4. PID: 000-915-106
   The West 100 acres of the South East Quarter of Section 23 Township 4 except:
   Firstly: The Right of Way of the Vancouver Victoria and Eastern Railway and Navigation
   Company as shown on Plan with fee deposited 8825F
   Secondly: Parcel “A” (Reference Plan 15997)
   Thirdly: Part On Highway Plan 73514;
   New Westminster District
   (the “North East Corner”)

5. PID: 000-915-084
   Parcel One (Reference Plan 25703) of the North East Quarter of Section 14 Township 4 except:
   Firstly: Part subdivided by Plan 26104
   Secondly: Part subdivided by Plan 40037
   Thirdly: Part dedicated as road on Plan 50544
   Fourthly: Part on Highway Plan 73154
   New Westminster District
   (the “South East Corner")
(i) acquire, as tenants in common with Delta, those parcels of land that form part of Burns Bog that are described in Schedule A, Part B;

(ii) use best efforts to develop, in collaboration with Delta, BC and the Minister as soon as practicable, but in no event longer than two years following the acquisition of the Burns Bog lands, a management plan whereby at least 5000 acres of the Burns Bog lands will be managed as protected conservation land. That plan will be delivered to the Minister who will not unreasonably withhold his endorsement of the plan. Subsequent amendments to this management plan will also require the consent of the Minister;

(iii) ensure that all signage, promotional and advertising activities and other communications materials will reflect the substantial federal contribution to the purchase of Burns Bog. Specifically, communications material will feature appropriate Environment Canada logos, word marks etc., as approved by the Minister.

3. MAXIMUM AMOUNT OF CONTRIBUTION

The Minister agrees, subject to the terms and conditions of this Agreement, to make a contribution of $28 million towards the eligible costs set out in this Agreement that could be incurred by the Recipient in carrying out the activities described in clause 2 of this Agreement.

The Minister’s contribution will not exceed the amount of BC’s contribution toward the purchase of those parcels of the Burns Bog lands described in Schedule A, Part A.

4. ALLOWABLE EXPENDITURES

The Recipient agrees that the payment referred to in Clause 3 shall be applied to the costs of acquiring the Burns Bog lands, as described in Schedule A, Part B.

Costs, other than those herein allowed are ineligible unless specifically approved in writing by the Minister prior to the time those costs are incurred.

The Recipient shall not derive or realize a profit as a result of the Minister’s contribution.

5. REPORTING

The following conditions must be met before the payment of the Minister’s contribution will be paid:

(a) The Recipient shall have provided, by the effective date of this Agreement, a fully executed copy of the Agreement of Purchase and Sale.
(b) The Recipient shall provide, no later than 30 days after the completion of the acquisition of the Burns Bog lands described in Schedule A, Part B, a financial statement of expenditures and income which shall include a statement as to how payments have been used, and 2) a progress report which shall contain the elements set out in Clause 2.

6. METHOD OF PAYMENT

Within the limits of Clause 3, and in accordance with the laws of Canada relating to financial administration, as amended from time to time, the Minister agrees to release his contribution to the Recipient in the following manner:

a) A single payment in full of $28 million no earlier than one business day prior to the closing of the transaction provided the Minister, the Recipient, BC and Delta have agreed upon the terms and conditions of a conservation covenant that will restrict the use of the Burns Bog lands to purposes that will preserve and protect their ecological and conservation values.

b) The Minister will make the payment of his contribution in trust to Borden, Ladner, Gervais LLP, on behalf of the Recipient.

7. INVOICES OR REQUESTS FOR PAYMENT

a) The Recipient will send a request for payment together with a copy of the Agreement of Purchase and Sale of the Burns Bog lands indicating the amounts to be paid by BC to acquire those parcels comprising the Burns Bog lands as are described in Schedule A, Part A to:

Marilyn Issavian
Director, Finance
Environment Canada
201-401 Burrard Street
Vancouver, BC V6C 3S5

b) All payments to the Recipient shall be addressed to:
Mark V. Lewis
Borden Ladner Gervais LLP
On behalf of
Greater Vancouver Regional District
4330 Kingsway, Burnaby, BC V5H 4G8

8. ACCOUNTS AND FINANCIAL STATEMENTS

The Recipient agrees to keep proper accounts and records of the revenues and expenditures for the acquisition of those parcels comprising the Burns Bog lands as described in Schedule A, Part B, including all invoices, receipts and vouchers relating thereto. The Recipient will provide financial statements and forecasts as stipulated in the Agreement and shall conduct its financial affairs according to generally accepted
accounting principles and practices. For the purposes of this Agreement, the Recipient will keep all financial accounts and vouchers and other records for a period of at least three years after the expiry of the Agreement.

9. APPROPRIATION

The payment of any portion of this contribution by way of transfer payment is subject to there being an appropriation by Parliament for the fiscal year in which the payment is to be made. In the event that funding levels are changed by Parliament, the transfer payment can be reduced or cancelled.

10. NOT A PARTNERSHIP

The Recipient understands and agrees that nothing contained in this Agreement, nor any acts of the Minister or the Recipient shall be deemed to constitute the Recipient and the Minister partners, joint ventures to principal and agent or to create any relationship between the Recipient and the Minister other than the relationship of contributor and recipient of the contribution.

The Recipient shall, in all significant contractual and lease relationships entered into by the Recipient with third parties relating to all or any part of this Agreement and to any land acquired as a result of this Agreement, as the case may be, ensure that the other agreement contains a written acknowledgment whereby the third party acknowledges that it will not assert that a joint venture, partnership or principal and agent relationship exists between the Recipient and the Minister.

11. RECIPIENT’S FURTHER DISBURSEMENT OF FUNDS

The Parties agree that the Recipient will, for the purposes set out in Clause 2 above, further attribute to Delta $10,046,400 of the Minister’s contribution. The agreement between the Recipient and Delta, attached as Schedule B, sets out the duties and obligations of those parties flowing from this Agreement as a consequence of the Recipient’s disbursement of a portion of the Minister’s contribution to Delta.

12. NO AGENCY

No Party is an agent of, or for any other party, for any purpose of this Agreement and nothing in this Agreement shall be construed to enable any Party to act as agent for any other Party.

13. PERSONS NOT TO BENEFIT

No member of the House of Commons or Senate shall be admitted to any share or part of the Agreement or to any benefit arising there from. No official or employee of the Canadian Government shall be admitted to any share or part of this Agreement or to any benefit to arise there from without the written consent of Canada. No current or former public office holder or public servant who is not in compliance with the Conflict of Interest and Post-Employment Code for Public Office Holders or the Conflict of Interest
and Post-Employment Code for the Public Service shall derive a direct benefit from the Agreement.

14. **LOBBY GROUPS**

Any person lobbying on behalf of the Recipient for a contribution must be registered pursuant to the lobbyist Registration Act.

15. **AUDIT**

The Minister reserves the right to audit or cause to have audited the accounts and records of the Recipient to ensure compliance with the terms and obligations of this Agreement, and the Recipient shall make available to such auditors any records, documents and information that the auditors may require. The scope, coverage and timing of such audit shall be determined by the Minister and, if conducted, may be carried out by employees of the Minister or his agent(s).

The Minister may choose to rely on an opinion from the Recipient's external auditor regarding compliance to any or all terms and conditions of the contribution. Such an opinion shall be supported by audited financial statements or a statement of disposition of the Minister's contribution.

16. **AUDIT RESULTS**

The Minister agrees to inform the Recipient of the final results of any audit and to pay the Recipient, as soon as possible after the completion of the audit, any moneys which the audit may show to be then due and owing to the Recipient. The Recipient agrees to pay the Minister, on being informed of the results of such audit, any moneys which the audit may show to be then due and owing to the Minister.

17. **EVALUATION**

The Minister or his delegate may, at his discretion, carry out an evaluation of the effectiveness or efficiency of this Agreement. The Recipient agrees to cooperate with the Minister if he decides to conduct such an evaluation. This cooperation includes, but is not limited to, providing the Minister, his contractors or employees with: access to staff and records; and such information as the Minister may request during or within a reasonable period of time after the termination of this Agreement.

18. **NON-COMPLIANCE**

Should the Minister or the Recipient fail to comply with any of the terms and conditions contained herein, either may give 30 days written notice of the non-compliance to the other Party. If either the Minister or the Recipient fails to remedy the non-compliance within the notice period, the party giving the notice may terminate, suspend or reduce the scope of this Agreement at the end of the 30 day written notice. The Minister may demand repayment of funds already paid to the Recipient that have not been expended, or are payable to Delta. The Parties may seek any other appropriate legal and equitable
remedy. In the event that non-compliance is the subject of dispute, this Agreement will be considered in force until the dispute has been resolved in the manner provided for in clause 19 of this Agreement.

19. SETTLEMENT OF DISPUTES

In the event of a dispute arising under the terms of this Agreement, the Parties agree to make a good faith attempt to settle the dispute. In the event that the Parties cannot resolve the dispute through negotiation, they agree to submit the dispute to a mutually-agreed upon mediator. The Parties will share the costs of mediation equally.

20. NON-FULFILLMENT OF CONTRIBUTION AGREEMENT

In the event that the Recipient:

- does not conclude the purchase of those parcels comprising Burns Bog that are described in Schedule A Part B; or

- breaches the conditions of the Conservation Covenant granted in favour of the Minister in a manner that significantly impairs or interferes with the use of the Burns Bog lands as a raised bog ecosystem that supports and maintains flora and fauna that are dependent on a bog environment,

the Recipient shall return the Minister’s contribution to the Minister.

21. OVERPAYMENT

In the event that payments made to the Recipient under this Agreement exceed the amount thereof required or spent by the Recipient or were used to reimburse expenditures that are not in accordance with this Agreement, any such surplus is payable forthwith to the Minister. If the contribution payment by the Minister is not required or spent by the Recipient, or is used to reimburse expenditures that are not covered by this Agreement, then any such surplus or amount is payable forthwith to the Minister. Where any surplus or amount payable has to be repaid, an amount equal to the surplus or amount payable may be retained by way of deducting from or set-off against any sum of money that may otherwise be due or payable to the Recipient by the Minister.

22. PUBLIC ACKNOWLEDGEMENT

The Recipient will give appropriate recognition and acknowledgment in both official languages of the contribution of the Minister to the fund in all materials made public, where applicable.

23. OFFICIAL LANGUAGES

The Recipient shall serve and communicate with the public in the English and French languages, where applicable.
24. LIABILITY

a) The Recipient agrees, at all times, to indemnify and save harmless, Her Majesty or any of Her officers, servants, employees or agents from and against all claims and demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to the execution of this Agreement or any action taken or things done or maintained by virtue hereof, or the exercise in any manner of rights arising hereunder, except claims for damage resulting from the negligence of any officers, servants, employees, or agents of Her Majesty while acting within the scope of their duties or employment.

b) If Her Majesty is made a party to any action, suit or proceeding in respect of a matter for which the Recipient is obligated to indemnify Her Majesty, the Recipient shall defend such action, suit or proceeding in the name of Her Majesty at the Recipient's expense. The foregoing obligation of indemnification is subject to the requirement that the Recipient, in respect of any claim made by a third party, be notified by Her Majesty of all material particulars thereof and be afforded an opportunity at the Recipient's sole expense to resist, defend and compromise the same, provided that the Recipient is not obligated to do so; and further provided that if the Recipient does not assume the defense of such claim, Her Majesty may defend against the claim in any manner she deems appropriate and may take such action as may be reasonably prudent in the circumstances to settle the claim.

25. LEGALITY

The Recipient shall ensure that the activities or programs will be conducted in compliance with all applicable laws.

26. AMENDMENTS

This Agreement may be amended. Any amendment to this Agreement shall be in writing and signed by the Parties.

27. TERMINATION

The Minister may terminate this Agreement and withdraw his contribution if, in the opinion of the Minister, the Recipient fails to meet the original objectives, as set out in Clause 2.

28. DURATION

This Agreement shall bind the Parties for the period beginning on the effective date and ending on June 30, 2004.
29. ENTIRE AGREEMENT

This Agreement, together with any appendices and schedules cited in this Agreement, shall constitute the entire and sole Agreement between the Parties and shall supersede all other communications, negotiations, arrangements and agreements of any nature between them prior to the date of this Agreement.

IN WITNESS WHEREOF the Parties have executed this Agreement on the day first written above.

FOR THE RECIPIENT

Signature

Date

Witness

FOR HER MAJESTY THE QUEEN
IN RIGHT OF CANADA

Signature

Date

Witness
Schedule A

DESCRIPTION OF THE LAND

Part A: Parcels of land to be purchased by the Province of British Columbia

PID: N/A
Lot E District Lot 437
Group 2
New Westminster District
Plan BCP ______

PID: 000-915-122
Section 16
Township 4
New Westminster District

Part B: Parcels of land to be purchased by the Recipient and Delta

PID: 000-914-991
Parcel "D" (Explanatory Plan 2515) District Lot 437 Group 2 Except:
Firstly: Parcel One (Reference Plan 8648);
Secondly: Portions in Plans 64775, LMP7813, BCP ______ and BCP ______;
Thirdly: Portions in Statutory Right of Way Plans 73154, 73156 and LMP45327;
New Westminster District

PID: 000-915-106
The West 100 acres of the South East quarter of Section 23 Township 4 Except:
Firstly: The Right of Way of the Vancouver Victoria and Eastern Railway and Navigation Company as shown on Plan with fee deposited 8825F;
Secondly: Parcel "A" (Reference Plan 15997);
Thirdly: Part on Highway Plan 73154;
New Westminster District
PID: 000-915-084
Parcel One (Reference Plan 25703) of the North East quarter of Section 14 Township 4 Except:
Firstly: Part subdivided by Plan 26104;
Secondly: Part subdivided by Plan 40037;
Thirdly: Part dedicated as road on Plan 50544;
Fourthly: Part on Highway Plan 73154;
Fifthly: Part on Plan BCP
New Westminster District

PID: 000-915-114
Parcel 1 (Reference Plan 8648)
District Lot 437
Group 2
New Westminster District
Schedule B

AGREEMENT

Made the 12th day of March, 2004

BETWEEN

THE GREATER VANCOUVER REGIONAL DISTRICT
(GVRD) hereinafter called the "Recipient"

AND

THE CORPORATION OF DELTA
hereinafter called the "Final Recipient"

Whereas:

A. The parties, together with the Province of British Columbia, as purchasers, have entered into an Agreement of Purchase and Sale for Burns Bog dated March 8, 2004;

B. Her Majesty the Queen in Right of Canada, as represented by the Minister of the Environment (the "Minister") and the Recipient have entered into a Contribution Agreement effective March 12, 2004 (a copy of which is attached hereto), wherein the Minister has agreed to contribute the sum of $26 million (the "Contribution Amount") to the Recipient for the purchase of Burns Bog;

C. The Minister has directed and the Recipient has agreed to attribute $10,046,400 of the Contribution Amount towards the purchase by the Final Recipient of an interest in the lands comprising Burns Bog; and

D. The Final Recipient has agreed to enter into this Agreement agreeing to those obligations as set out herein:

NOW THEREFORE, in consideration of the payment of $1.00 and other good and valuable consideration (the sufficiency of which is hereby acknowledged) and in consideration of the promises and agreements hereinafter set out, the parties hereto agree as follows:

1. Recipient Agreement to Attribution

The Recipient hereby agrees to attribute $10,046,400 of the Contribution Amount to the Final Recipient for the purchase by the Final Recipient of an interest in the Burns Bog lands as described in the Contribution Agreement and the Agreement of Purchase and Sale.
2. **Agreements of Final Recipient**

The Final Recipient hereby agrees:

(a) to fulfill all the requirements necessary to achieve the results outlined in Clause 2 of the Contribution Agreement;

(b) to carry out its financial and non-financial roles and responsibilities in a manner that permits the Initial Recipient to meet its related obligations in the Contribution Agreement;

(c) that decision-making between the Recipient and the Final Recipient will be transparent and open;

(d) that it understands and agrees to the Minister's right to conduct an audit of program performance of the Recipient and the Final Recipient;

(e) to permit the Recipient to give the Minister ready access to copies of all signed agreements between the Recipient and the Final Recipient related to the acquisition of the Burns Bog lands;

(f) to provide, as warranted, to the Minister a right of access to documents and premises;

(g) to indemnify and save harmless the Minister from any claim, loss, damage or expense relating directly or indirectly to any injury or death of a person, or to any property loss or damage, which could be generated from implementing the acquisition of those parcels comprising the Burns Bog lands that are described in Schedule A, Part B of the Contribution Agreement; and

(h) return the portion of the Contribution Amount attributed to it, being $10,046,400, to the Minister if the Final Recipient breaches the conditions of the Conservation Covenant granted in favour of the Minister in a manner that significantly impairs or interferes with the use of the Burns Bog lands as a raised bog ecosystem that supports and maintains flora and fauna that are dependent on a bog environment and the Minister requests the return of the funds.

The Recipient agrees that, in the event it takes any action or makes any decision regarding the attribution of the Contribution Amount or any other action or decision affecting the Final Recipient's ability to achieve the results outlined in Clause 2 of the Contribution Agreement, the Final Recipient may notify the Minister and the Minister may withhold payment of the Contribution Amount or direct that the portion of the Contribution Amount that should have been attributed to the Final Recipient be paid directly to or for the benefit of the Final Recipient.

IN WITNESS WHEREOF the Parties have executed this Agreement on the day first written above.

FOR THE FINAL RECIPIENT:  
Signature:  
Print Name and Title:

FOR THE RECIPIENT:  
Signature:  
Print Name and Title:
LAND TITLE ACT
FORM C
(Sec. 233)
Province of
British Columbia

23 MAR 2004  IO 26
BW113706

GENERAL INSTRUMENT – PART 1
(This area for Land Title Office use)

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)

MARK V. LEWIS, Borden Ladner Gervais LLP, Lawyers & Patent & Trade-mark Agents, 1200 –
200 Burrard Street, Vancouver, British Columbia, V7X 1T2, 604-687-5744

Client No. 10439 (File No. 518737/006220)
Agent No. 10440

Signature of Solicitor – Mark V. Lewis

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:

(LEGAL DESCRIPTION)

SEE SCHEDULE

3. NATURE OF INTEREST: *

DESCRIPTION

DOCUMENT REFERENCE
(page and paragraph)

PERSON ENTITLED TO INTEREST

Section 219 Covenant Entire Instrument Transferee

SURVEY

TERMS: Part 2 of this instrument consists of (select one only)

(a) Fixed Standard Charge Terms: D.F. Number: 88 04/03/23 10:27:00 03 LH 526278 $60.00
(b) Express Charge Terms: Annexed as Part 2
(c) Release: There is no Part 2 of this instrument!

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharged as a charge on the land described in Item 2.

5. TRANSFEROR(S): *

THE CORPORATION OF DELTA
GREATER VANCOUVER REGIONAL DISTRICT
HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as
represented by the Minister of Water, Land and Air Protection

6. TRANSFEREE(S): (Including postal address(es) and postal code(s)) *

SEE SCHEDULE

7. ADDITIONAL OR MODIFIED TERMS: *

N/A
GENERAL INSTRUMENT

8. EXECUTION(S):** This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge receipt of a true copy of the filed standard charge terms, if any.

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<tr>
<th>Execution Date</th>
<th>Officer Signature(s)</th>
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<table>
<thead>
<tr>
<th>Name: Gregory M. Vanstone</th>
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<tbody>
<tr>
<td>Municipal Solicitor</td>
</tr>
<tr>
<td>The Corporation of Delta</td>
</tr>
<tr>
<td>4600 Clarence Taylor Drive</td>
</tr>
<tr>
<td>Delta, BC V4K 2E2</td>
</tr>
<tr>
<td>Phone: 604-846-3213</td>
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(as to both signatures)

<table>
<thead>
<tr>
<th>Name: ANDREA BRAE</th>
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<tr>
<td>Solicitor</td>
</tr>
<tr>
<td>4330 Kingsway</td>
</tr>
<tr>
<td>Burnaby, BC V5H 4G8</td>
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<tr>
<th>Name: Eric Partridge</th>
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<td>A Commissioner for Taking Affidavits for British Columbia</td>
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<tr>
<td>5th Floor, 2975 Jutland Rd.</td>
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<tr>
<td>Victoria, BC V8T 5J9</td>
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<th>Transferor(s) Signature(s)</th>
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THE CORPORATION OF DELTA by its authorized signatories:

<table>
<thead>
<tr>
<th>Name: Lois E. Jackson, Mayor</th>
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<tr>
<td>Chief Administrative Officer</td>
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GREATER VANCOUVER REGIONAL DISTRICT by its authorized signatory:

<table>
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<tr>
<th>Name: Delia D. Laglagaron</th>
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<tr>
<td>Assistant CAO</td>
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</table>

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Water, Land and Air Protection by its authorized signatory:

| Name: C.B.C. FISHER         |

OFFICER CERTIFICATION:

* Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996, c. 124, to take affidavits for use in British Columbia and certify the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

* If space insufficient, continue executions on additional page(s) in Form D.
LAND TITLE ACT
FORM E

SCHEDULE

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM OR GENERAL DOCUMENT FORM.

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:

(PID)  (LEGAL DESCRIPTION)

No PID available  Lot E, District Lot 437, Group 2, NWD, Plan BCP

000-915-122  Section 16 Township 4, NWD

No PID available  Lot _____ District Lot 437 Group 2, NWD, Plan BCP

000-915-114  Parcel 1 (Reference Plan 8648), Group 400X, District Lot 437 Group 2, NWD

000-914-991  Parcel "D" (Explanatory Plan 2515) District Lot 437 Group 2 Except:

  Firstly: Parcel One (Reference Plan 8648)
  Secondly: Portions in Plans 64775 and LMP7813
  Thirdly: Portions in Statutory Right of Way Plans 73154, 73156 and
  LMP45327 Fourthly: Part on Plan BCP

  Fifthly: Part on Plan BCP, NWD

000-915-106  The West 100 acres of the South East quarter of Section 23 Township 4

  Except: Firstly: The Right of Way of the Vancouver Victoria and Eastern
  Railway and Navigation Company as shown on Plan with fee deposited
  8825F Secondly: Parcel "A" (Reference Plan 15997) Thirdly: Part on
  Highway Plan 73154; New Westminster District

000-915-084  Parcel One (Reference Plan 25703) of the North East quarter of Section 14

  Township 4 Except: Firstly: Part subdivided by Plan 26104
  Secondly: Part subdivided by Plan 40037, Thirdly: Part dedicated as road
  on Plan 50544, Fourthly: Part on Highway Plan 73154, Fifthly: Part on
  Plan BCP, NWD

6. TRANSFEEEREES; (including postal address(es) and postal code(s))

THE CORPORATION OF DELTA, a Municipal Corporation, 4500 Clarence Taylor Crescent, Delta, British Columbia V4K 3E2

GREATER VANCOUVER REGIONAL DISTRICT, a Regional District, 4330 Kingsway, Burnaby, British Columbia, V5H 4G8

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as
represented by the Minister of Water, Land and Air Protection, c/o PO Box 9398, Stn Prov Gov, Victoria, BC V8W 9M1
TERMS OF AGREEMENT – Part 2

COVENANT

(Section 219 Land Title Act)

THIS AGREEMENT made as of the 22nd day of March, 2004,

BETWEEN:

THE CORPORATION OF DELTA, a Municipal Corporation under the "Community Charter", 4500 Clarence Taylor Crescent, Delta, British Columbia, V4K 3E2

(the "Municipality")

GREATER VANCOUVER REGIONAL DISTRICT, a Regional District under the "Local Government Act", 4330 Kingsway, Burnaby, British Columbia, V5H 4G8

(the "GVRD")

THE CROWN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Water, Land and Air Protection, 5th Floor, 2975 Jutland Road, P.O. Box 9339, Stn. Prov. Gov't., Victoria, BC, V8W 9M1

(hereinafter called the "Crown" and collectively with the Municipality and GVRD, the "Grantor")

AND:

THE CORPORATION OF DELTA, a Municipal Corporation under the "Community Charter", 4500 Clarence Taylor Crescent, Delta, British Columbia, V4K 3E2, GREATER VANCOUVER REGIONAL DISTRICT, a Regional District under the "Local Government Act", 4330 Kingsway, Burnaby, British Columbia, V5H 4G8, and THE CROWN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Water, Land and Air Protection, 5th Floor, 2975 Jutland Road, P.O. Box 9339, Stn. Prov. Gov't., Victoria, BC, V8W 9M1

(collectively, the "Grantee")
WITNESSES THAT WHEREAS:

A. The Crown is the registered owner of those certain lands and premises situate in the Municipality of Delta, in the Province of British Columbia, legally described in the first, second and third rows of Item 2 in Part 1 attached to the Instrument and the Municipality (as to an undivided 15931/44000 interest) and GVRD (as to an undivided 28469/44000 interest) are the registered owners as tenants in common of those certain lands and premises situate in the Municipality of Delta, in the Province of British Columbia, legally described in the fourth, fifth, sixth and seventh rows of Item 2 in Part 1 attached to the Instrument (hereinafter referred to individually as a "lot" and collectively called the "Lands"); and

B. Section 219 of the Land Title Act 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 the Crown, a municipality or a regional district.

NOW THEREFORE, pursuant to Section 219 of the Land Title Act, and in consideration of the premises and the mutual covenants and agreements contained herein, the sum of One Dollar ($1.00) now paid to the Grantor by the Grantee (the receipt and sufficiency whereof is hereby acknowledged) and other good and valuable consideration, the parties hereto covenant and agree as follows:

1. THE GRANTOR COVENANTS AND AGREES with the Grantee that no lot comprising the Lands shall be sold or otherwise transferred separately from any other lot comprising the Lands, without the express written consent of the Grantee, which consent may be withheld for any reason.

2. IT IS MUTUALLY UNDERSTOOD, agreed and declared by and between the parties hereto that:

   (a) the Grantee has made no representations, covenants, warranties, guarantees, promises or agreements (oral or otherwise) with the Grantor other than those contained in this Agreement;

   (b) nothing contained or implied herein shall prejudice or affect the rights and powers of the Grantee in the exercise of its functions under any public or private statutes, bylaws, orders and 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) the covenants set forth herein shall charge the Lands pursuant to Section 219 of the British Columbia Land Title Act and shall be covenants the burden of which shall run with the Lands. It is further expressly agreed that the benefit of all covenants made by the Grantor herein shall accrue solely to the Grantee and that this Agreement may be modified by agreement of the Grantee with the Grantor, or discharged by the Grantee, pursuant to the provisions of Section 219(9) of the Land Title Act.
(d) 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 and, where the Grantor consists of more than one person, the term "Grantor" shall mean all such persons jointly and severally;

(e) this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns;

(f) 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; and

(g) the obligations of the parties comprising the Grantor hereunder shall be several as to their respective interests in the Lands and not joint.

IN WITNESS WHEREOF the parties have executed this Agreement in Item 8 of Part 1 of Form C, which is attached to and forms part of this Instrument.

END OF DOCUMENT
LAND TITLE ACT
FORM C

Province of
British Columbia

GENERAL INSTRUMENT - PART I (This area for Land Title Office Use)

1. Application: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)

Name
MARK V. LEWIS

BARRISTER & SOLICITOR

1200 Vancouver Centre, 200 Burrard Street

City, Postal IC:

Vancouver, BC, Canada V6X 1Z2

Signature

2. Parcel Identifier(s) and Legal Description(s) of Land:

SEE SCHEDULE

3. Nature of Interest:

DESCRIPTION

DOCUMENT

PERSON ENTITLED TO INTEREST

Section 219 Covenant

Entire Instrument

Transfersee

4. Terms: Part 2 of this instrument consists of (select one only)

(a) Filed Standard Charge Terms

(b) Express Charge Terms X

(c) Release

D.F. No.

Annexed as Part 2

There is no Part 2 of this instrument

A selection of (a) includes any additional or modified terms referred to in item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in item 3 is released or discharged as a charge on the land described in item 2.

5. Transferor(s):

The Corporation Of Delta

Greater Vancouver Regional District

The Crown In Right Of The Province Of British Columbia, as represented by the Minister of Water, Land and Air Protection

6. Transferee(s): (Including occupation(s), postal address(es) and postal code(s))

Her Majesty the Queen in Right of Canada, as represented by the Minister of Environment, c/o Environment Canada 201-401 Burrard Street Vancouver, British Columbia V6C 3S5

7. Additional or Modified Terms:

N/A

24/
LAND TITLE ACT
FORM C

(Section 219.81)

Province of
British Columbia

GENERAL INSTRUMENT - PART I

8. Execution(s): **This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

EXECUTION DATE

Officer Signature(s):*

Y M D

Party(ies) Signature(s)

THE CROWN IN RIGHT OF THE
PROVINCE OF BRITISH
COLUMBIA, as represented by
the Minister of Water, Land and
Air Protection
by its authorized signatories

Signature

(as to both signatures)

Eric Partridge
A Commissioner for Taking Affidavits
for British Columbia

5th Floor, 2715 Jubilee Road
Victoria, BC V8T 5J9

Signature

(as to both signatures)

Andrea Brace
Solicitor
4330 Kingsway
Burnaby, BC V5H 4G8

*OFFICER CERTIFICATION: Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996, c. 124 to take affidavits for use in British Columbia and certifies the matters set out in Part 3 of the Land Title Act as they pertain to the execution of this Instrument.

** If space is insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

*** If space is insufficient, continue executions on additional pages in Form D.
THE CORPORATION OF DELTA
by its authorized signatories

Signature
LOIS
JACKSON

Witness
(as to both signatures)

Gregory M. Venetone
Municipal Solicitor
The Corporation of Delta
4500 Clarence Taylor Crescent
Delta, BC V4K 8E2
Phone: 804-946-3213

BEVERLY HOBBS, Solicitor
201-401 Burrard Street
Vancouver, B.C.

HER MAJESTY THE QUEEN IN RIGHT
OF CANADA, as represented by the
Minister of the Environment
by its authorized signatories

Signature
GEORGE V. HARVEY

OFFICER CERTIFICATION: Your signature constitutes a representation that you are a solicitor, notary public or other
person authorized by the Evidence Act, R.S.B.C. 1996, c. 124 to take affidavits for use in British Columbia and certifies
the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

If space is insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.
If space is insufficient, continue executions on additional pages in Form D.
2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:
(PID)

<table>
<thead>
<tr>
<th>PID</th>
<th>Legal Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>000-914-991</td>
<td>Parcel &quot;D&quot; (Explanatory Plan 2515) District Lot 437 Group 2 Except: Firstly: Parcel One (Reference Plan 8648); Secondly: Portions in Plans 64775 and LMP7813; Thirdly: Portions in Statutory Right of Way Plans 73154, 73156 and LMP45327; Fourthly: Portions in Plans BCP 10/27 and BCP 10/28 New Westminster District</td>
</tr>
<tr>
<td>000-915-106</td>
<td>The West 100 acres of the South East Quarter of Section 23 Township 4 Except: Firstly: The Right of Way of the Vancouver Victoria and Eastern Railway and Navigation Company as shown on Plan with fee deposited 8825F; Secondly: Parcel &quot;A&quot; (Reference Plan 15997); Thirdly: Part on Highway Plan 73154; New Westminster District</td>
</tr>
<tr>
<td>000-915-084</td>
<td>Parcel One (Reference Plan 25703) of the North East Quarter of Section 14 Township 4 Except: Firstly: Part subdivided by Plan 26104; Secondly: Part subdivided by Plan 40037; Thirdly: Part dedicated as road on Plan 50544; Fourthly: Part on Highway Plan 73154; Fifthly Part subdivided by Plan BCP 10/28</td>
</tr>
<tr>
<td>000-915-114</td>
<td>Parcel 1 (Reference Plan 8648) District Lot 437 Group 2 New Westminster District</td>
</tr>
<tr>
<td>000-915-122</td>
<td>Section 16 Township 4 New Westminster District</td>
</tr>
<tr>
<td>PID:</td>
<td>Lot E District Lot 437 Group 2 New Westminster District BCP 10/27</td>
</tr>
</tbody>
</table>
TERMS OF INSTRUMENT - PART 2

Section 219 Conservation Covenant

The Agreement, dated for reference March 12, 2004, is

AMONG:

THE CROWN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Water, Land and Air Protection, Parliament Buildings PO Box 9398, Stn Prov Gov, Victoria, BC V8W 9M1

(hereafter called the "Province")

AND:

THE CORPORATION OF DELTA, a Municipal Corporation under the "Community Charter"
4500 Clarence Taylor Crescent,
Delta, British Columbia, V4K 3E2
(as to an undivided 15931/44400 interest)

(hereafter called "Delta")

AND:

GREATER VANCOUVER REGIONAL DISTRICT
a Regional District under the "Local Government Act"
4330 Kingsway, Burnaby, British Columbia, V5H 4G8
(as to an undivided 28469/44400 interest)

(hereafter called "GVRD")

AND:

HER MAJESTY THE QUEEN, IN RIGHT OF CANADA, as represented by the Minister of the Environment, c/o the Regional Director, Environmental Conservation Branch, Pacific and Yukon Region Environment Canada
201-401 Burrard Street
Vancouver, British Columbia V6C 3S5

(hereafter called "Canada")
WHEREAS:

A. Delta and the GVRD are the registered owners of certain lands and premises situate in the Municipality of Delta, in the Province of British Columbia, and described as:

PID: 000-914-991
Parcel "D" (Explanatory Plan 2515) District Lot 437 Group 2
Except: Firstly: Parcel One (Reference Plan 8648); Secondly: Portions in Plans 64775 and LMP7813; Thirdly: Portions in Statutory Right of Way Plans 73154, 73156 and LMP45327; Fourthly: Portions in Plans BCP 10/27 and BCP 10/26 New Westminster District

and

PID: 000-915-106
The West 100 acres of the South East quarter of Section 23
Township 4 Except: Firstly: The Right of Way of the Vancouver Victoria and Eastern Railway and Navigation Company as shown on Plan with fee deposited 8825F; Secondly: Parcel "A" (Reference Plan 15997); Thirdly: Part on Highway Plan 73154; New Westminster District

and

PID: 000-915-084
Parcel One (Reference Plan 25703) of the North East quarter of
Section 14 Township 4 Except: Firstly: Part subdivided by Plan 26104; Secondly: Part subdivided by Plan 40037; Thirdly: Part dedicated as road on Plan 50544; Fourthly: Part on Highway Plan 73154; Fifthly Part subdivided by Plan BCP 10/26

and

PID: 000-915-114
Parcel 1 (Reference Plan 8648) District Lot 437 Group 2 New Westminster District

B. The Province is the registered owner of certain lands and premises situate in the Municipality of Delta, in the Province of British Columbia, and described as:

PID:
Lot E District Lot 437 Group 2 New Westminster District Plan
BCP 10/27

and
C. The Bog (as hereinafter defined) is an area of national, provincial and local ecological significance based on its chemistry, form, flora and large size, exhibiting the typical characteristics of a raised bog ecosystem including a peat mound above the regional water table, an internal water mound, acidic nutrient poor water derived from precipitation, a two layered peat deposit, and widespread peat land communities dominated by Sphagnum and members of the Heather family;

D. The ecological viability of the Bog is directly dependant on the extent and integrity of the water mound and the peat that encloses it, and the upper porous acrotelm is vital to the persistence of the water mound and peat forming communities dominated by Sphagnum mosses;

E. The Bog must be managed as a specially protected area to ensure a functioning ecosystem;

F. The Bog area includes several nationally and provincially listed species at risk as well as a wide variety of other wildlife; and

G. Canada may hold the benefit of the covenants set out in this Agreement pursuant to section 219 of the Land Title Act (British Columbia).

THEREFORE:

In consideration of the payment of two dollars ($2.00) now paid by Canada to the Province, Delta and the GVRD (the receipt of sufficiency of which is acknowledged by the Province, Delta and the GVRD), and in consideration of the promises exchanged below, the parties agree as follows, in accordance with section 219 of the Land Title Act (British Columbia):

1.0 Definitions and Interpretation

1.1 In this Agreement:

(a) "Amenity" includes every natural, scientific, environmental, wildlife or plant life value relating to the Bog;

(b) "Bog" means the Local Government Land and the Provincial Land

(c) "Local Government Land" means those lands described in Recital A above;

(d) "Management Plan" means a management plan prepared for the purpose of dealing with the matters described in section 7.1, that has been agreed to in writing by the parties, inclusive of every
amendment thereto that is subsequently agreed to in writing by the parties;

(e) "Provincial Land" means those lands described in Recital B above

(f) "Report" means those parts of the document known as the "Burns Bog Ecosystem Review" conducted by the Environment Assessment Office of British Columbia (Hebda, et al. 2000) consisting of Chapter 4, Biophysical Characteristics of Burns Bog, and Chapter 7, Key Findings and Conclusions, copies of which are on file with each of the parties at the addresses listed above.

1.2 This Agreement shall be interpreted in accordance with the laws of British Columbia and the laws of Canada applicable in British Columbia.

1.3 In this Agreement:

(a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;

(b) where a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;

(c) reference to a particular numbered section or article, or to a particular lettered Schedule, is a reference to the correspondingly numbered or lettered article, section or Schedule of this Agreement;

(d) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement.

(e) the word "enactment" has the meaning given to it in the Interpretation Act (British Columbia) on the reference date of this Agreement;

(f) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced from time to time, unless otherwise expressly provided;

(g) reference to a "party" or the "parties" is a reference to a party, or the parties, to this Agreement; and
(h) reference to a "day", "month" or "year" is a reference to a calendar day, calendar month, or calendar year, as the case may be, unless otherwise expressly provided.

2.0 Statement of Intent and Covenants

Statement of Intent

2.1 The parties agree that their intent in this Agreement, to the greatest extent possible, is to:

(a) maintain in perpetuity a large, contiguous, undeveloped natural area for the purpose of protecting the flora and fauna that depend on the Bog;

(b) manage the Bog as a functional raised bog ecosystem as understood by the best science of the time;

(c) maintain the extent and integrity of the water mound and the peat that encloses it, and in particular the upper porous acrotelm, upon which the persistence of the bog ecosystem depends; and

(d) prevent any occupation or use of the Bog that will impair or interfere with the current state of the Bog or the Amenities, except with respect to that area of the Bog, and those Amenities in respect of such area, over which a statutory right of way may be granted under section 6.1(e).

Covenants

2.2 THE PROVINCE COVENANTS AND AGREES with Canada that its use of the Provincial Land shall be subject to the terms and conditions contained herein.

2.3 THE GVRD AND DELTA COVENANT AND AGREE with Canada that their use of the Local Government Land shall be subject to the terms and conditions contained herein.

2.4 Subject to any contrary duty, responsibility or intention set out in section 2.1, the parties will provide limited public access to appropriate areas of the Bog as may be agreed upon by the parties.

2.5 This Agreement shall be perpetual to reflect the public interest in the protection, preservation, conservation, maintenance and enhancement of the natural state of the Bog and the Amenities for ecological and environmental reasons.
3.0 Baseline Documentation Report

3.1 The parties acknowledge that the Report establishes a baseline from which any change in the physical character of the Bog, and the performance of any covenant in this Agreement in relation to the Bog, may be measured or assessed.

3.2 The parties acknowledge that the Bog and the location of current Amenities are described in the Report, a copy of which is on file with each of the parties at the addresses set out in section 8.4.

3.3 The parties acknowledge that the Report is intended to serve as an objective information baseline for monitoring compliance with the terms of this Agreement.

3.4 The parties each acknowledge that the flora and fauna on the Bog will evolve through natural succession over time and, unless otherwise expressly stated, references to the Report in this Agreement are intended to take into account the natural succession of the flora and fauna over time, without human intervention other than as expressly permitted by sections 6.1 and 6.2 of this Agreement.

3.5 For the purposes of this Agreement, the parties acknowledge that the introduction of exotic or otherwise invasive species of plants, animals or other biota is not considered to be part of the natural succession process.

4.0 Restrictions on Land Use

4.1 Except as expressly permitted in section 6 of this Agreement, the Province, Delta and the GVRD shall not do anything, or allow anything to be done, that does or could reasonably be expected to destroy, impair, diminish, negatively affect, or alter the Bog or the Amenities from the condition thereof described in the Report.

4.2 The Province, Delta and the GVRD shall not, without the express written consent of Canada, dispose of any part of the Land to any person. Nor shall the Province, Delta or the GVRD dispose of any part of the Bog unless all the Bog is concurrently disposed of to the same person.

5.0 Dispute Resolution

5.1 If there is a disagreement regarding a contravention of this Agreement the Province, Delta, the GVRD or Canada may give notice to the other party requiring a meeting of all parties within 10 Business Days of receipt of the notice.

5.2 The parties must attempt to resolve the disagreement, acting reasonably and in good faith, within 20 Business Days of receipt of the notice.
5.3 If the parties are not able to resolve the disagreement within that time, the parties may appoint a mutually acceptable person to mediate the matter and the parties must act reasonably and in good faith and cooperate with the mediator and with each other in an attempt to resolve the matter within 30 Business Days after the mediator is appointed.

6.0 Owner's Reserved Rights

6.1 Notwithstanding section 4.1, but subject to any Management Plan, the Province, Delta and the GVRD reserve the right:

(a) to use, occupy and maintain the Bog in any way that is not expressly restricted or prohibited;

(b) to build any improvements necessary for the effective management of the Bog according to the provisions of the Management Plan;

(c) to provide access by Canada, the Province, GVRD and Delta for purposes mutually agreed upon from time to time by the parties;

(d) to install, maintain, restore or replace signs and monuments for the purposes of public safety, informing the public regarding the Bog and the Amenities and recognizing donors and sponsors;

(e) to maintain, repair and replace, or permit the maintenance, repair or replacement of, existing utilities of the GVRD (including Greater Vancouver Sewerage and Drainage District) or Delta in the Bog, and to grant statutory rights of way over such portions of the Bog as may be reasonably necessary to accommodate those purposes.

6.2 Nothing in this Agreement restricts or affects the right of:

(a) the Province, Delta, the GVRD or any other party to do anything reasonably necessary to prevent, abate or mitigate serious damage or loss to any real or personal property, or prevent potential injury or death to any person or persons; and

(b) any person holding an interest or charge registered against the Bog in priority to this Agreement.

6.3 Nothing in this Agreement shall preclude GVRD from dedicating the Local Government Land as a regional park.

7.0 Management Plan

7.1 GVRD will, in collaboration with the Province, Delta and Canada, prepare a Management Plan for the Bog in order to guide the protection and management of the hydrologic regime, plant and wildlife communities
along with necessary access, habitat enhancement and possible restoration requirements.

7.2 For greater certainty, this Agreement will not be deemed to be amended by the terms of any Management Plan, or otherwise, unless such amendment is reduced to writing, executed by the parties and registered in the Land Title Office as an amendment or modification of this Agreement.

8.0 Notice

8.1 Any notice or other communication (collectively "notice") required or permitted under this Agreement shall be:

(a) delivered in person; or

(b) sent by pre-paid registered mail to the address of the parties at their respective addresses as set out in section 8.4.

8.2 If notice is delivered in person, the party receiving the notice shall forthwith acknowledge receipt of same in writing, and the notice shall be deemed to have been received on the earlier of the date of such acknowledgment and the date that is 5 days after the notice is sent.

8.3 If notice is sent by pre-paid registered mail, it shall be deemed to have been received on the fourth Business Day following the day on which the notice was sent.

8.4 The addresses of the parties' representatives for notice are as follows:

The GVRD:

The Greater Vancouver Regional District
(Manager, Parks Department)
4330 Kingsway
Burnaby, British Columbia V5H 4G8

Delta:

The Corporation Of Delta
4500 Clarence Taylor Crescent
Delta, B. C. V4K 3E2
Attention: Chief Administrative Officer

The Province:

The Minister of Water, Land and Air Protection
Parliament Buildings PO Box 9398,
Stn Prov Gov, Victoria, BC V8W 9M1
Canada:
Regional Director
Environmental Conservation Branch
Pacific and Yukon Region
Environment Canada
201-401 Burrard Street
Vancouver, British Columbia V6C 3S5

8.5 Each party agrees to immediately give written notice to the others of any change in its address from that set out in section 8.4.

8.6 If a party refuses to sign an acknowledgment of receipt of notice, the person delivering the notice may swear an affidavit of service and the notice shall be deemed to have been received on the date of service set out in the affidavit.

9.0 Obligation and Relationship of Parties

9.1 The parties agree that this Agreement creates only contractual obligations and obligations arising out of the nature of this Agreement as a covenant under seal. Without limiting the generality of the foregoing, the parties agree that no tort or fiduciary obligations or liabilities of any kind are created or exist between the parties in respect of this Agreement and nothing in this Agreement creates any duty of care or other duty on any of the parties to anyone else.

9.2 No party is the partner of, or a joint venturer with, any other party.

10.0 Waiver

10.1 An alleged waiver of any breach of this Agreement is effective only if it is an express written waiver signed by Canada, and is only effective to the extent of that express waiver and does not operate as a waiver of any other breach.

11.0 Obligations of the Parties

11.1 The rights and obligations herein that relate to the Bog shall:

(a) with respect to the Provincial Land, only apply to the Province and shall not be joint and several; and

(b) with respect to the Local Government Land, apply jointly and severally to the GVRD and Delta.
12.0 Remedies not exhaustive

12.1 Exercise or enforcement by a party of any remedy or right under or in respect of this Agreement does not limit or affect any other remedy or right that party may have against the other parties in respect of or under this Agreement or its performance or breach.

13.0 Covenant runs with the Land

13.1 Subject to section 11.1 or as otherwise expressly provided in this Agreement, every obligation and covenant of the Province, Delta and the GVRD in this Agreement constitutes a personal covenant and also a covenant granted under s. 219 of the Land Title Act (British Columbia). This Agreement burdens the Bog and runs with the title thereto. This Agreement burdens and charges all of the Bog and any parcel into which it is subdivided by any means and any parcel into which the Bog is consolidated.

14.0 Registration

14.1 The Province, Delta and the GVRD agree, at their expense, to do everything necessary to ensure that this Agreement, and the interests it creates, is registered against title to their respective land. This covenant must be registered first in priority over all financial charges affecting the fee simple title to the Provincial Land and the Local Government Land.

15.0 Severance

15.1 If any part of this Agreement is held by a court to be invalid, illegal or unenforceable, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement is to remain in force unaffected by that holding or by the severance of that part as if the part was never part of this Agreement.

16.0 Complete agreement

16.1 None of the parties hereto have made any representations, covenants, warranties, guarantees, promises or agreements (oral or otherwise) with any other party other than those contained in this Agreement or in any other agreement that is reduced to writing and executed by all parties to it. This Agreement may only be changed by a written instrument signed by all the parties.

17.0 Binding effect

17.1 This Agreement binds the parties to it.
18.0 Deed and contract

18.1 By executing and delivering this Agreement, each of the parties intends to create both a contract and a deed and covenant executed and delivered under seal.

19.0 Rights of a Party

19.1 Any party may exercise its rights under this Agreement through its officers, employees, agents or contractors.

As evidence of their agreement to be bound by the these Terms of Instrument, the parties each have executed and delivered this Agreement by executing Part 8 of the Land Title Act Form C which forms part of this Agreement.

END OF DOCUMENT
THE CORPORATION OF DELTA
BYLAW NO. 6266

A Bylaw to authorize the dedication of certain lands for regional park

WHEREAS The Corporation of Delta has entered into an agreement to purchase certain lands (described below) within Burns Bog;

AND WHEREAS The Corporation of Delta will own those lands jointly with the Greater Vancouver Regional District as tenants in common;

AND WHEREAS The Corporation of Delta and Greater Vancouver Regional District have agreed that the lands should be managed as a regional park, subject to certain covenants to:

(a) maintain Burns Bog in perpetuity as a large, contiguous, undeveloped natural area for the purpose of protecting the flora and fauna that depend on Burns Bog;

(b) manage Burns Bog as a functional raised bog ecosystem as understood by the best science of the time;

(c) maintain the extent and integrity of the water mound and the peat that encloses Burns Bog, and in particular the upper porous acrotelm, upon which the persistence of the bog ecosystem depends; and

(d) prevent any occupation or use of Burns Bog that will impair or interfere with the current state of Burns Bog or its amenities.

Now therefore, the Council of The Corporation of Delta, in open meeting assembled, ENACTS AS FOLLOWS:

1. This Bylaw may be cited for all purposes as “Delta Burns Bog Regional Park Dedication Bylaw No. 6266, 2004”.

2. The following lands that are to be acquired by The Corporation of Delta shall, from the date of acquisition, be dedicated as, and shall be, regional park:

PID: 000-914-991

and
PID: 000-915-106
The West 100 acres of the South East quarter of Section 23 Township 4
Except: Firstly: The Right of Way of the Vancouver Victoria and Eastern
Railway and Navigation Company as shown on Plan with fee deposited
8825F; Secondly: Parcel “A” (Reference Plan 15997); Thirdly: Part on
Highway Plan 73154; New Westminster District

and

PID: 000-915-084
Parcel One (Reference Plan 25703) of the North East quarter of Section
14 Township 4 Except: Firstly: Part subdivided by Plan 26104; Secondly:
Part subdivided by Plan 40037; Thirdly: Part dedicated as road on Plan
50544; Fourthly: Part on Highway Plan 73154; Fifthly Part subdivided by
Plan BCP_____

and

PID: 000-915-114
Parcel 1 (Reference Plan 8648) District Lot 437 Group 2 Except: Part
subdivided by Plan BCP______ New Westminster District

READ A FIRST TIME the 16th day of March, 2004.

READ A SECOND TIME the 16th day of March, 2004.

READ A THIRD TIME the 16th day of March, 2004.

FINALLY CONSIDERED AND ADOPTED the 18th day of March, 2004.

Lois E. Jackson
Mayor

Mervyn
Municipal Clerk
SCHEDULE "H"

TERMS OF REFERENCE
BURNS BOG MANAGEMENT PLAN

Preamble

An area of 5045 acres of Burns Bog has recently been secured through a partnership of the four levels of Government: Canada, British Columbia, the GVRD and Delta. The acquired lands are jointly owned by the Province, the GVRD and Delta.

The Bog is an area of international, national, provincial and local ecological significance based on its chemistry, form, flora and large size, exhibiting the typical characteristics of a raised bog ecosystem. It includes several nationally and provincially listed species at risk, as well as a wide variety of other wildlife. Burns Bog is isolated from other natural areas and surrounded by adjacent land uses which influence the biota of the Bog.

Management of the Bog will require a cooperative approach between the GVRD, as the designated management agency, and Canada, the Province and Delta.

The ecological viability of the Bog is directly dependent on the extent and integrity of the water mound. The upper porous acrotelm is vital to the persistence of the water mound and peat forming communities dominated by Sphagnum mosses. Past land use activities have disturbed the Bog's hydrology and ecosystem and climate change is expected to influence the water mound in the future. The challenge will be to maintain the viability of the Bog.

Canada, the Province, the GVRD and Delta are committed to manage the Bog as a specially protected area to ensure a functioning ecosystem. The first step towards the realization of this commitment is the preparation of a Management Plan for the lands. This commitment is clearly defined in the Conservation Covenant registered on title to guide the use and management of the lands.

The GVRD has committed to act as the designated management agency and to lead a process to prepare a Management Plan to guide future use and management of the site.

Burns Bog Management Planning

The purpose of the Management Plan is clearly set out in Section 7.1 of the Section 219 Conservation Covenant, as follows:

7.1 GVRD will, in collaboration with the Province, Delta and Canada, prepare a Management Plan for the Bog in order to guide the protection and management of the hydrologic regime, plant and wildlife communities along with necessary access, habitat enhancement and possible restoration requirements.
The Burns Bog Ecological Review has confirmed the sensitivity of the Bog ecosystem. Therefore the vast majority of the area needs to be considered as an "ecological conservancy area" to be maintained and managed so as to protect and preserve the ecology of the land for the public benefit, including the natural, scientific, environmental, wildlife and plant life values or attributes associated with the lands. Activities which impair or interfere with these attributes shall not be permitted.

Planning for the Bog will include immediate requirements, short term strategies for securing the ecological integrity and longer term management, monitoring and possible restoration activities.

**Immediate Site Operating Requirements and Actions:**

Pending adoption of the Short Term Action Plan discussed below, GVRD will exercise due diligence to secure the lands and ensure public safety, environmental integrity and overall resource protection of the 5040 acres in accordance with the Conservation Covenant and the Management Agreement.

**Short Term Action Plan:** This will include preparation of a short term ecological priority action plan to include:

- Review and confirm initial operating requirements;
- Identification of ecological issues and interim management priorities, especially related to drainage management;
- Establish environmental benchmarks, monitoring and reporting programs; and
- Consider funding strategies and commitments from four levels of government towards any restoration initiatives.

**Long Term Plan:** This will include development of longer term management and restoration strategies including:

- Research;
- Education;
- Access restrictions;
- Collaborative site management between GVRD and Delta; and
- Ongoing consultation between Canada, GVRD, Delta and the Province.

**Scientific Advisory Panel**

Since successful management of the Bog will depend on the best science of the time, a Scientific Advisory Panel will be established to assist/advise the Planning Team in the development and implementation of the Management Plan. The Panel will:

- Review and make recommendations on the 2004 Work Plan developed by the BBAWG.
- Review the existing and new information on the Bog;
- Identify information gaps and critical issues needing short term action;
- Propose short and longer term management strategies to protect the ecological assets of the Bog; and
- Make recommendations on other matters referred to the Panel by the Planning Team and Partners.

Guiding Principles for the Burns Bog Management Plan

The guiding principles for the Plan are set out in the Conservation Covenant, Section 2.3, as follows:

2.3........to the greatest extent possible:

(a) maintain, in perpetuity, a large, contiguous, undeveloped natural area for the purpose of protecting the flora and fauna that depend on the Bog;

(b) manage the Bog as a functional raised bog ecosystem as understood by the best science of the time;

(c) maintain the extent and integrity of the water mound and the peat that encloses it, and in particular the upper porous acrotelm, upon which the persistence of the bog ecosystem depends; and

(d) prevent any occupation or use of the Bog that will impair or interfere with the current state of the Bog or the Amenities, except with respect to that area of the Bog, and those Amenities in respect of such area, over which a statutory right of way many be granted under section 6.1(e).

Planning Process

The GVRD will hire a facilitator/planner agreed upon by the four governments, who has extensive knowledge in environmental resource planning. This person will act as a facilitator for the Planning Team and under the direction of the Planning Team will lead the preparation of the Management Plan with technical support from the Scientific Advisory Panel, who will provide the expertise in hydrology and bog ecology. The Planning Team will have representatives from Canada, the Province, GVRD and Delta, including:

- Environment Canada, represented by Canadian Wildlife Service;
- Ministry of Water, Land and Air Protection, represented by the Environmental Stewardship Division;
- GVRD, represented by Regional Parks Department; and
- Corporation of Delta, represented by Environmental Planning and Environmental Services.
Public and Stakeholder Participation

During the development of the Short Term Action Plan, public information sessions will be held to inform the First Nations, public, and other stakeholders of interim actions and management initiatives to be implemented to protect the bog.

The type and level of public stakeholder involvement is linked to the ownership and sensitivity of the Land. It must also be acknowledged that all use of the Bog must be consistent with the requirements of the Conservation Covenant.

The Management Plan facilitator and the Planning Team will seek input with First Nations, the public and other stakeholders respecting the preparation of the Management Plan and as appropriate will include the input in the Management Plan.

The Planning Team will consider inputs received through the consultation process and from the Scientific Advisory Panel and a final draft Management Plan will be presented for review by Canada, the Province, Delta and the GVRD. The final Management Plan incorporating proposed revisions will be submitted for approval by the respective agencies.

Planning Activity

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<tr>
<td>Engage Planning Facilitator</td>
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<td>Establish Planning Team/ Scientific Advisory Panel</td>
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<td>Immediate Site Operating Requirements/2004 Work Plan</td>
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<td>Data Review, Analysis and Draft Short Term Action Plan</td>
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<td>Refer Draft Short Term Action to Partners for Approval</td>
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<td>Public Information Session on Draft Plan</td>
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<td>Implant Short Term Action Plan</td>
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<td>Develop Draft Long Term Plan</td>
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<td>Refer Final Management Plan to Partners for Approval</td>
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