

BURNS BOG MANAGEMENT AGREEMENT

THIS AGREEMENT is dated for reference March 23, 2004.

BETWEEN:

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

("Canada")

AND:

THE CORPORATION OF DELTA, a municipality under the *Community Charter*

("Delta")

AND:

GREATER VANCOUVER REGIONAL DISTRICT, a regional district under the
Local Government Act

("GVRD")

AND:

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

("Province")

WHEREAS:

- A. In recognition of the ecological and conservation values of the land commonly known as Burns Bog and the desire to acquire and preserve the Land in perpetuity, the Province, GVRD and Delta entered into the Memorandum of Understanding Regarding Burns Bog, which is attached as Schedule "A".
- B. The Province, GVRD and Delta have completed a Purchase Agreement, which is attached as Schedule "B", pursuant to the Memorandum of Understanding Regarding Burns Bog under which

- (i) title to the Local Government Land has been transferred to Delta, as to an undivided 15931/44400 interest, and to the GVRD, as to an undivided 28469/44400 interest; and
 - (ii) title to the Provincial Land has been transferred to the Province.
- C. The Canada – British Columbia Memorandum of Agreement on the Protection of British Columbia’s Natural Heritage, signed on March 31, 2001 and which is attached as Schedule “C”, includes direction that the Land will be managed as a regional park.
- D. Canada, through the Contribution Agreement attached as Schedule “D”, provided a contribution towards the purchase of the Land on the condition that the land would be managed for conservation purposes by GVRD.
- E. The Local Governments and the Province have agreed to
- (i) bind the titles of the Land by way of the Binding of Titles Covenant attached as Schedule “E”; and
 - (ii) restrict the use of the Land by way of the Conservation Covenant attached as Schedule “F”.
- F. Delta has consented to the designation of the Local Government Land as a Regional Park as shown by the Delta Bylaw attached as Schedule “G”.
- G. The GVRD has agreed to undertake management responsibilities of the ongoing operation, maintenance and capital improvements of the Land.
- H. Delta has agreed to undertake management responsibilities for the drainage system in and around the Land.

The Parties agree as follows

ARTICLE 1 – DEFINITIONS

1.01 In this Agreement,

“Binding of Titles Covenant” means a covenant under section 219 of the *Land Title Act* which will include the Terms of Instrument set out in Schedule “E”;

“Canada - British Columbia Memorandum of Agreement” means the agreement dated March 31, 2001 among Canada and the Province which is entitled “Canada – British Columbia Memorandum of Agreement on the Protection of British Columbia’s Natural Heritage” and which is attached as Schedule “C”;

“Conservation Covenant” means a covenant under section 219 of the *Land Title Act* which will include the Terms of Instrument set out in Schedule “F”;

“Contribution Agreement” means the agreement among Canada and the GVRD, a copy of which is attached as Schedule “D”;

“Delta Bylaw” means the bylaw attached as Schedule “G”;

“Land” means the Local Government Land and the Provincial Land;

“Local Government Land” means the following described land:

- (a) Parcel Identifier 000-914-991
Parcel “D” (Explanatory Plan 2525) 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 BCP10127 and BCP10128, New Westminister District,
- (b) Parcel Identifier 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 Westminister District, and
- (c) Parcel Identifier 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; and
Fifthly: Part subdivided by Plan BCP10128, New Westminister District;
- (d) Parcel Identifier 000-915-114
Parcel 1 (Reference Plan 8648) District Lot 437, Group 2, New Westminister District, Except Part subdivided by Plan BCP11267

“Local Government Land Operating Agreement” means the Operating Agreement for the Local Government Land as contemplated in section 2.03;

“Local Governments” means Delta and the GVRD;

“Management Plan” means the management plan for the Land and all natural, scientific, environmental, wildlife or plant life values or attributes relating to the Land that will be completed in accordance with Article 3;

“Memorandum of Understanding Regarding Burns Bog” means the agreement signed among the Province, GVRD and Delta which is entitled “Memorandum of Understanding Regarding Burns Bog” and which is attached as Schedule “A”;

“Parties” means Canada, Delta, GVRD and the Province;

“Provincial Land” means the following described land:

- (a) Lot E, District Lot 437, Group 2, New Westminster District Plan BCP10127,
- (b) Parcel Identifier 000-915-122
Section 16, Township 4, New Westminster District, and
- (c) Parcel Identifier 025-945-688
Lot A District Lot 437, Group 2, New Westminster District Plan BCP11267

“Provincial Land Operating Agreement” means the Operating Agreement for the Provincial Land as contemplated in section 2.02;

“Purchase Agreement” means the agreement pursuant to which the Land was acquired by the Purchasers and which is attached as Schedule “B”;

“Purchasers” means Delta, the GVRD and the Province;

“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, and,

“Terms of Reference” means the terms of reference for completing the Management Plan as set out in Schedule “H”;

ARTICLE 2 – MANAGEMENT OF THE LAND

- 2.01 Except as expressly permitted in section 6 of the Conservation Covenant, 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

Land, including all natural, scientific, environmental, wildlife or plant life values or attributes relating to it, from the condition thereof described in the Report.

- 2.02 The Province and GVRD will use reasonable efforts to negotiate as expeditiously as possible an Operating Agreement to facilitate the GVRD's management of the Provincial Land.
- 2.03 GVRD and Delta will use reasonable efforts to negotiate as expeditiously as possible an Operating Agreement to facilitate the GVRD's management of the Local Government Land.
- 2.04 Prior to completion of the Management Plan, GVRD will, subject to section 2.09, manage the Land in accordance with the Conservation Covenant and this Management Agreement, and additionally under the direction of the Provincial Land Operating Agreement for the Provincial Land and the Local Government Land Operating Agreement for the Local Government Land.
- 2.05 In furtherance of section 2.04, GVRD will, pending completion of the Management Plan, establish a Burns Bog Agency Work Group (BBAWG). The BBAWG, comprised primarily of Operations management personnel from Delta and GVRD, will identify immediate actions and operational issues to be addressed in a 2004 GVRD work-plan. Canada and the Province will be advised of meetings, minutes and work-plans and will be given the opportunity to review and comment upon the work-plan. The preparation of the 2004 GVRD work-plan will be completed within two months of execution of this Management Agreement. Initial items to be addressed by the BBAWG include:
 - Site Security – inventory points of access and move to secure against trespass, secure gates, repair fence lines;
 - Risk Management – inventory, map, establish property markers to confirm and if necessary take action against encroachments causing site impacts;
 - Site Patrols – establish regular perimeter patrols to address trespass, hunting, poaching, illegal dumping, vegetation removal and other inappropriate activities;
 - Site Signage – install regulatory, and information signs where required;
 - Waste/Garbage Removal – where necessary initiate garbage cleanup;
 - Mosquito Management mapping and action plan if required for WNV;
 - Wildland Fire Management – confirm existing plans with Delta and consider actions for 2004;
 - Water Regime Management – confirm Delta's existing actions and proposed plans;
 - Emergency Agency Contacts and Protocols – establish contact list and action plans to handle public and resource based incidents and emergencies;
 - Trespass - document and record existing public and group activities;
 - Public Activities – work with community groups and ensure agency involvement in 25 July 2004, International Bog Day Celebration;
 - Communications and dissemination of public information approved by the Parties

- 2.06 Pending completion of the Management Plan, any proposed action that might destroy, impair, diminish, negatively affect, or alter the Land, including all natural, scientific, environmental, wildlife or plant life values or attributes relating to it requires prior consent of the Parties and should be reviewed by the Scientific Advisory Panel to be established under the Management Plan. The preceding sentence shall not apply in an emergency, but in such case GVRD must notify all Parties of the emergency and the action taken as soon as possible.
- 2.07 Upon the completion of the Management Plan, GVRD will, subject to section 2.09, manage the Land in accordance with the Management Plan and the Conservation Covenant, and in the case of the Provincial Land in accordance with the Provincial Land Operating Agreement, and in the case of the Local Government Land in accordance with the Local Government Land Operating Agreement.
- 2.08 In the event of any conflict, the terms of the Conservation Covenant shall prevail over this Management Agreement, the Management Plan, the Provincial Land Operating Agreement and the Local Government Land Operating Agreement.
- 2.09 Insofar as they lawfully can, Delta and GVRD agree that in the event of any conflict, the terms of the Conservation Covenant shall prevail over any bylaws of Delta or the GVRD now or hereafter in force and any other powers provided by the Province for the Provincial Land. Delta and GVRD agree to take into consideration the terms of the Conservation Covenant in the development of any bylaws that would affect the Land.
- 2.10 Delta will, in a manner that is consistent with the Conservation Covenant, the Management Plan and, in the case of the Provincial Land, the Provincial Land Operating Agreement, and in the case of the Local Government Land, the Local Government Land Operating Agreement, manage the retention, storage and release of water within the Land so as to preserve and protect those features of the Land that are characteristic of a raised bog ecosystem as well as the natural, scientific, environmental, wildlife and plant life values relating to the Land. Pending completion of the Management Plan, section 2.06 shall apply to any actions proposed by Delta under this section.

ARTICLE 3 - MANAGEMENT PLAN

- 3.01 The GVRD will, at its expense,
 - (a) make reasonable efforts to complete within one year but not later than March 31, 2006, a Management Plan for both the Provincial Land and Local Government Land consistent with the Conservation Covenant;
 - (b) lead the planning and public processes required to complete the Management Plan in accordance with the Terms of Reference and the terms of the Conservation Covenant; and

- (c) establish a collaborative planning team for the Management Plan process with staff support from each of the Parties.
- 3.02 The Management Plan will address the following issues and such other issues as the Parties may agree upon:
- (a) Operations, including
- site management, hazard reduction and necessary remediation actions to secure the lands;
 - ongoing site security, including signage and patrols for encroachments, trespass, fire, pollutants, hazards and dumping;
 - enforcement of no hunting or trapping activities; and
 - communications and dissemination of public information and possible education initiatives.
- (b) Resource Management, including
- resource monitoring and on-going survey of ecological integrity of the bog ecosystem; and
 - implementing restoration and habitat protection measures consistent with the Conservation Covenant and this Management Agreement, as set out in the Management Plan, and that do not interfere with Delta's responsibilities under section 2.9.
- 3.03 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.
- 3.04 Canada, the Province and Delta agree to participate in the collaborative planning team established by GVRD under 3.01 (c) and to provide staff support and expertise for the purposes of the Management Plan process.
- 3.05 The Management Plan will be submitted to the Parties for approval and, provided the Management Plan is prepared in accordance with the Terms of Reference and is consistent with this Management Agreement and the Conservation Covenant, the Parties will not unreasonably withhold their approval of the Management Plan.
- 3.06 GVRD acknowledges and agrees that the Management Plan will not be amended without the prior written consent of all of the Parties. The Parties acknowledge and agree that consent to an amendment will not be unreasonably withheld if the amendment is required to meet the intentions of the Conservation Covenant and this Management Agreement.
- 3.07 The Parties agree that as required the Management Plan will be updated by GVRD in collaboration with the other Parties and in accordance with the Conservation Covenant and this Management Agreement.

3.08 The Parties have agreed to prohibit public hunting and trapping on the Provincial Land and Local Government Land. It is understood that this will not interfere with any aboriginal or traditional rights of First Nations that may exist on Provincial lands.

To this end:

- (a) The Province will in 2004 use reasonable efforts to amend the *Closed Areas Regulation*, Schedule 1, under the *Wildlife Act* to close the Land to hunting. The areas set out in Schedule 1 are designated as no shooting areas and, for the purposes of section 26 (1) (c) of that Act, there is no open season for any wildlife species in those areas;
- (b) The GVRD has enacted Bylaw 745, a bylaw to establish regulations governing the management, maintenance, operation, control and use of any property in Regional Parks or on Regional Trails, which expressly prohibits the possession or discharge of any firearm, fireworks, bow or cross-bow in a regional park.
- (c) Delta will use reasonable efforts to enact a bylaw to prohibit the discharge of firearms on the Land.

ARTICLE 4 – REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGEMENTS

4.01 Each party warrants and represents to the others with the knowledge that the others will rely upon these warranties and representations in entering into this Management Agreement and in completing their obligations under this Management Agreement that

- (a) it has the power, capacity and authority to enter into this Management Agreement and to carry out its obligations under this Management Agreement;
- (b) the execution of this Management Agreement and its performance by the party will not result in a breach of any statute, bylaw or other enactment or of any agreement affecting that party; and
- (c) there is no claim or litigation pending or threatening against the party which would affect the right of that party to enter into, and carry out its obligations under, this Management Agreement.

ARTICLE 5 – DISPUTE RESOLUTION

5.01 If:

- (a) there is a disagreement regarding a contravention of this Agreement; or
- (b) any Party to this agreement believes that it's legislative authority has been fettered by the terms of this Agreement,

any Party may give notice to the other Parties requiring a meeting of all Parties within 10 Business Days of receipt of the notice.

- 5.02 The Parties must, acting reasonably and in good faith, attempt to resolve the disagreement or alleged fettering of discretion within 20 Business Days of receipt of the notice.
- 5.03 If the Parties are not able to resolve the disagreement or alleged fettering of discretion 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.

ARTICLE 6 – MISCELLANEOUS

- 6.01 Delivery of all documents between the parties in accordance with this Agreement will be effected by hand or courier to the address of the recipient specified below, such delivery to be effective only on actual receipt:

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

- 6.02 This Management Agreement is binding upon and enures to the benefit of the parties and their respective successors and permitted assigns.
- 6.03 No party may assign this Management Agreement without the prior written consent of the other parties, which consent may be withheld for any reason.
- 6.04 The parties will perform such further acts and execute such further documents as may be reasonably necessary to give effect to this Management Agreement.
- 6.05 The schedules to this Management Agreement form part of this Management Agreement.
- 6.06 This Management Agreement may be executed in counterparts and when the counterparts have been executed by the parties, each originally executed counterpart, whether a facsimile, photocopy or original, will be effective as if one original copy had been executed by the parties to this Management Agreement.

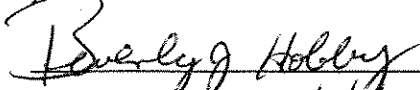
ARTICLE 7 – INTERPRETATION

- 7.01 In this Management Agreement, "person" includes a corporation, firm, association, government body or ministry and wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties so require.
- 7.02 Schedules A to H inclusive attached hereto shall form part of this Agreement.
- 7.03 The captions and headings contained in this Management Agreement are for convenience only and do not define or limit the scope of this Management Agreement.
- 7.04 Time is of the essence of this Management Agreement.
- 7.05 This Management Agreement will be interpreted according to the laws of the Province of British Columbia and Canada.
- 7.06 Where there is reference to an enactment of the Province or of Canada in this Management Agreement, that reference will include a reference to any subsequent

enactment of the Province or of Canada, as the case may be, of like effect and, unless the context otherwise requires, all statutes referred to in this Management Agreement are enactments of the Province.

The parties have executed this Management Agreement as of the date first set out above.

SIGNED on behalf of **HER MAJESTY**)
THE QUEEN IN RIGHT OF CANADA)
by the Minister of the Environment or)
his/her authorized representative in the)
presence of)

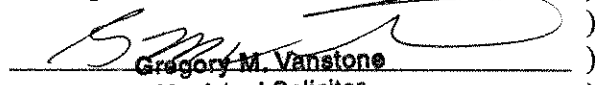


BEVERLY J. HOLBY)
Senior Counsel)
Environment Canada, Legal Services)
201 - 401 Burrard St.)
Vancouver, V6C 3S5)



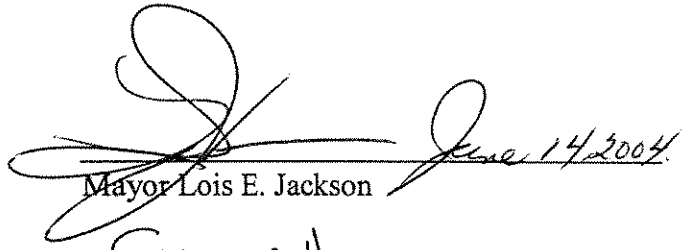
Paul Kluckner, Regional Director
Environmental Conservation Branch
Pacific and Yukon Region
Ministry of the Environment

SIGNED by an authorized signatory of)
THE CORPORATION OF DELTA)
in the presence of)



Gregory M. Vanstone)
Municipal Solicitor)
The Corporation of Delta)
4500 Clarence Taylor Crescent)
Delta, BC V4K 3E2)
Phone: 604-946-3213)

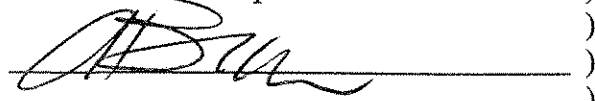
As to signature of George)
V. Harvie only)

 June 14/2004

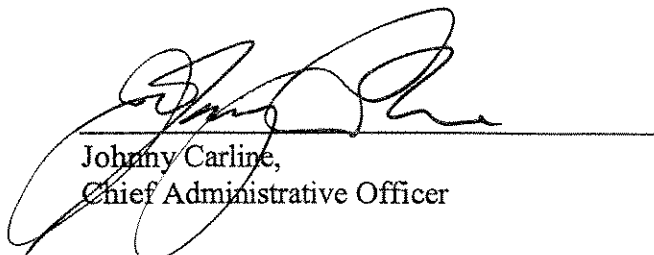
Mayor Lois E. Jackson

GEORGE V. HARVIE
George V. Harvie,
Chief Administrative Officer

SIGNED by an authorized signatory of)
GREATER VANCOUVER REGIONAL)
DISTRICT in the presence of)



ANDREA BRACE)
Legal Counsel)
4330 Kingsway)
Burnaby, BC V5H 4G8)



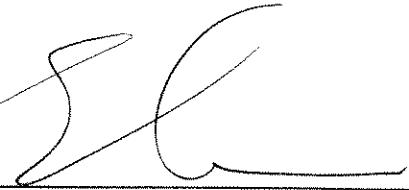
Johnny Carline,
Chief Administrative Officer

SIGNED on behalf of **HER MAJESTY**)
THE QUEEN IN RIGHT OF THE)
PROVINCE OF BRITISH COLUMBIA)
by the Minister of Water, Land and Air)
Protection or his authorized representative)
in the presence of)

Kenneth Morrison)

Tom Bell)

Sept. 7, 2004)



Gord Macatee,
Deputy Minister of Water, Land and Air
Protection