

23 MAR 2004  
LAND TITLE ACT  
FORM C

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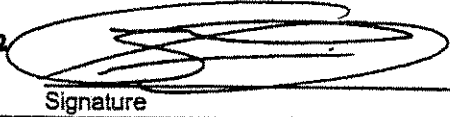
Page 1 of 15 pages

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**  
Address **BARRISTER & SOLICITOR**  
**1200 Waterfront Centre, 200 Burrard Street**  
City, Postal **Vancouver, Canada V7X 1T2**  
**P.O. Box 7880, Vancouver, Canada V7X 1T2**  
**(604) 640-4143**



Signature

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

SEE SCHEDULE

3. Nature of Interest:\*

DESCRIPTION	DOCUMENT REFERENCE	PERSON ENTITLED TO INTEREST
Section 219 Covenant	Entire Instrument	Transferee

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

- (a) Filed Standard Charge Terms D.F. No.
- (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

88 04/03/23 10:26:56 03 LH 528278  
CHARGE \$60.00

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

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SURVEY

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

xx/xx/xx  
04/3/12

*Eric Partridge*  
Witness  
(as to both signatures)

*Gordon MacGregor*  
Signature  
\_\_\_\_\_  
Signature

**Eric Partridge**  
A Commissioner for Taking Affidavits  
for British Columbia  
5th Floor, 2975 Jutland Road  
Victoria, BC V8T 5T9

GREATER VANCOUVER  
REGIONAL DISTRICT  
by its authorized signatories  
*Delia P. LaSlaPron*  
Signature

xx/xx/xx  
04/3/12

*Andrea Brace*  
Witness  
(as to both signatures)  
**Andrea Brace**  
Solicitor  
4330 Kingsway  
Burnaby BC V5H 4G8

\_\_\_\_\_  
Signature

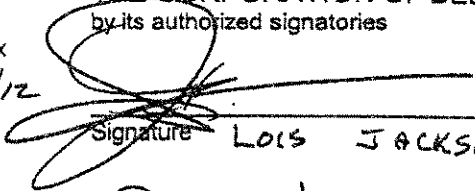
\*OFFICER CERTIFICATION: Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996, c. 124 to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain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

LAND TITLE ACT  
FORM D  
EXECUTIONS CONTINUED

THE CORPORATION OF DELTA  
by its authorized signatories

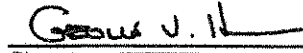
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04/03/12

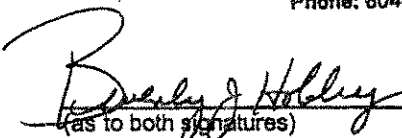
  
Signature LOIS JACKSON

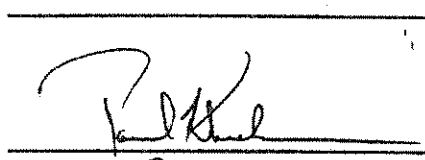
  
Witness  
(as to both signatures)

**Gregory M. Vanstone**  
Municipal Solicitor  
The Corporation of Delta  
4500 Clarence Taylor Crescent  
Delta, BC V4K 5E2  
Phone: 604-948-3213

  
Signature GEORGE V. HARVIE

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

  
(as to both signatures)  
BEVERLY HOBBY, Solicitor, 04/03/12  
201-401 Burrard Street  
Vancouver, B.C.

  
PAUL KUCNER

\*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

LAND TITLE ACT  
FORM ESCHEDULE

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

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

- 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 10/28 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 subdivided by Plan BCP 10/28
- PID: 000-915-114 Parcel 1 (Reference Plan 8648) District Lot 437 Group 2 New Westminster District
- PID: 000-915-122 Section 16 Township 4 New Westminster District
- PID: Lot E District Lot 437 Group 2 New Westminster District Plan BCP 10/27
-

## 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 10121 and BCP 10128 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 10128

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 10127

and

PID: 000-915-122

Section 16 Township 4 New Westminster District

- 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 and 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

- X 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.
- X 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**