

THE CORPORATION OF THE DISTRICT OF BURNABY

BY-LAW NO. 7229

A BY-LAW to authorize the transfer by way of lease of certain municipal park lands to the jurisdiction of the Regional Parks Board for the purpose of development, operation and maintenance as a regional park.

WHEREAS pursuant to section 8 of the Regional Parks Act, subject to the approval of the Minister of Recreation and Conservation, a municipality forming part of a Regional Park District may transfer any municipal park or portion thereof to the jurisdiction of the Regional Parks Board for the purpose of development, operation and maintenance as a regional park under such terms and conditions as have been mutually agreed upon.

AND WHEREAS the Greater Vancouver Regional District pursuant to Supplemental Letters Patent is empowered to undertake the functions of regional parks and under the Regional Parks Act may acquire lands for regional park purposes by way of lease.

NOW THEREFORE the Council of The Corporation of the District of Burnaby ENACTS as follows:

1. This By-law may be cited as "BURNABY LEASE AUTHORIZATION BY-LAW NO. 2, 1978".
2. The Council is hereby authorized and empowered to transfer by way of lease to the Greater Vancouver Regional District those municipal park lands more particularly described in the Indenture dated January 2, 1978 hereunto annexed upon the terms, covenants and conditions in the said Indenture contained.
3. The Mayor and Clerk are hereby authorized to execute the said Indenture, signing the same and affixing the corporate

seal thereto.

Read a first time this 26th day of June, 1978.

Read a second time this 26th day of June, 1978.

Read a third time this 26th day of June, 1978.

Reconsidered and adopted this 4th day of July,

1978.



A handwritten signature in cursive script, likely belonging to the Acting Mayor.

ACTING - MAYOR

A handwritten signature in cursive script, likely belonging to James Hudson, the Clerk.
CLERK

THIS INDENTURE made in duplicate as of the 2nd day of January,
1978.

IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"

BETWEEN:

THE CORPORATION OF THE DISTRICT OF BURNABY, having an
office at 4949 Canada Way, in the Municipality of
Burnaby, in the Province of British Columbia,

(hereinafter called the "Lessor")

OF THE FIRST PART

AND:

GREATER VANCOUVER REGIONAL DISTRICT, incorporated by
Letters Patent under the laws of the Province of
British Columbia and having an office at 2294 West 10th
Avenue, in the City of Vancouver, in the Province of
British Columbia,

(hereinafter called the "Lessee")

OF THE SECOND PART

WHEREAS:

A. Pursuant to Supplemental Letters Patent the Lessee is empowered to undertake the functions of regional parks and under the Regional Parks Act it may, inter alia, acquire lands for regional park purposes by way of lease;

B. The Lessor and the Lessee have agreed that the Lessee will develop the lands referred to below for the purpose of a regional park and that the said lands will be developed pursuant to The Statement of Principles for Development and Management for Burnaby Lake Regional Nature Park referred to below and for that purpose the parties hereto have agreed to enter into this lease on the terms and conditions hereinafter appearing;

WITNESSETH:

1. The Lessor, so far as it legally can but not otherwise, hereby leases to the Lessee, its successors and assigns, pursuant to section 8 of the Regional Parks Act, all and singular those parcels or tracts of land situate, lying and being in the Municipality of Burnaby, more particularly known and described in Schedule "A" annexed hereto (hereinafter called the "lands"), for the purpose of development, operation and maintenance as a Regional Park under the terms and conditions in this Indenture contained.

2. TO HAVE AND TO HOLD the lands unto the Lessee for the term of TWENTY-ONE (21) years, commencing on the 2nd day of January , 197⁸ and ending on the 1st day of January , 1999.

3. YIELDING AND PAYING THEREFOR during the currency hereof the clear annual rent or sum of ONE DOLLAR (\$1.00), in lawful money of Canada, payable in advance on the execution of these presents.

4. That the parties hereto covenant and agree with each other respectively that the lands shall be used for recreational and park purposes consistent with The Statement of Principles for Development and Management for Burnaby Lake Regional Nature Park (hereinafter called the "Statement of Principles"), a copy of which is attached hereto as Schedule "B".

5. The Lessee covenants with the Lessor:

- (a) To pay rent as stipulated in Section 3.
- (b) Not to carry on the lands any improvements or works thereon or any trade or business inconsistent with The Statement of Principles without first obtaining the written consent of the Lessor, such consent not to be unreasonably withheld.
- (c) At all times to obey all local health, safety and fire requirements authorized by law.
- (d) Not to assign or sublet without first obtaining the written consent of the Lessor such consent not to be unreasonably withheld; provided that the Lessee may grant licences, minor concessions or subleases for ancillary park services or facilities which are consistent with The Statement of Principles. All licences, minor concessions and subleases will be reviewed as part of the annual park implementation programs referred to in Section C. 1(d) of Schedule "B" annexed hereto.
- (e) To pay in every year during the term hereof all rates and charges for water, gas, electric light, power and telephone and other public utilities or services supplied to or used on the lands or any improvements or works thereon and to indemnify the Lessor and the lands

and any improvements and works thereon against all costs and charges in respect thereof.

- (f) To leave the lands and any improvements and works in good repair to the satisfaction of the Lessor.
- (g) Subject to The Statement of Principles, to assume the sole responsibility for the condition, operation, maintenance and management of the lands and any improvements and works thereon, and that the Lessor shall be under no liability for injury to any servant, agent, or employee of the Lessee or any sub-lessee, licensee or invitee of the Lessee for loss of or damage to the property of the Lessee or of any of the aforementioned persons, except as may arise out of the negligence or wilful act of the Lessor or any of its servants, agents, or employees.
- (h) To observe and abide by all laws, regulations, and by-laws of the Lessor or other competent authority which may be applicable to the lands and any improvements and works thereon and the use to which the lands and any improvements and works thereon shall be put by the Lessee; and not to carry on or suffer to be carried on any activity, upon the lands or any improvements and works thereon, which may be deemed by the Lessor to constitute a nuisance, it being agreed that the use of the lands pursuant to The Statement of Principles for the purpose of parks and recreation should not be deemed to be a nuisance.
- (i) At all times to obey all lawful orders, directives, and requests made by any municipal or other public authorities including all orders, directives and requests to carry out repairs and/or effect changes to the lands or any improvements and works thereon in order that they will comply with local health, safety, fire, zoning, building, and other requirements authorized by law.

6. Proviso for re-entry by the Lessor on non-payment of rent, or non-performance of covenants.

7. The Lessor covenants with the Lessee for quiet enjoyment.

8. The Lessee covenants that it will at all times indemnify and save the Lessor harmless against and from all liens, claims, demands, costs, losses, damages, expenses, actions, causes of action, suits and other proceedings by whomsoever made, brought or prosecuted whatsoever (including without limiting the generality of the foregoing, any award settlement or judgment made under any statute for the protection for workmen) which may arise or accrue to any person, firm or corporation against or upon the Lessor, or which the Lessor may incur, sustain or be put to be reason of any liability or loss of life or injury or damage to any persons or property including the Lessor's property, caused by or arising out of, the use of the lands pursuant to this Indenture by any person, firm, or corporation or any failure of the Lessee to comply with the terms and conditions of this Indenture unless caused by the Lessor, its servants, or agents.

9. The Lessor covenants with the Lessee that if the Lessee duly and regularly pays the rent and performs all and every covenants, provisos and agreements herein on the part of the Lessee to be paid and performed, the Lessor will at the request of the Lessee grant to the Lessee a renewal lease of the lands for a further term of twenty-one (21) years from the date of the expiry of the term hereby granted, upon the same terms, covenants and conditions as are contained in this lease, save and except this covenant to renew and such amendments as may be agreed to by the Lessor and Lessee. If the Lessee wishes to exercise this right of renewal it shall give written notice thereof to the Lessor during the ninety (90) day period following the sixteenth (16th) anniversary of the commencement of the term hereof.

10. It is hereby agreed that in case the Lessee shall become insolvent or bankrupt or make an assignment for the benefit of its creditors or in case of the non-payment of rent at the times herein provided, this lease shall, at the option of the Lessor, cease and be void, and the term hereby created expire and be at an end, anything hereinbefore to the contrary notwithstanding, and the Lessor may re-enter and take possession of the lands and any improvements and works as though the Lessee or its servants or other occupants or occupants of the lands were holding over

after the expiration of the said term, and the term shall be forfeited and void.

11. The Lessor and Lessee mutually agree:

- (a) That whenever in this Indenture it is required or permitted that notice or demand be given by one or either of the parties upon the other, such notice or demand shall be deemed sufficiently given if in writing and forwarded by Registered Mail addressed as follows:

To the Clerk of the Lessor at:

4949 Canada Way
Burnaby, B.C.
V5G 1M2

To the Lessee at:

2294 West 10th Avenue
Vancouver, B.C.
V6K 2J1

Such addresses may be changed from time to time by either party serving notice as above provided.

- (b) That if the Lessee shall hold over after the expiration of the term hereby granted and the Lessor shall accept rent, the new tenancy thereby created shall be a tenancy from month-to-month and not a tenancy from year-to-year, and shall be subject to the covenants and conditions herein contained so far as the same are applicable to a tenancy from month-to-month.
- (c) That every covenant, proviso and agreement herein contained shall enure to the benefit of and be binding upon the parties hereto, and their successors and permitted assigns, and that when the context so requires or permits, the singular number shall be read as if the plural were expressed, and the masculine gender as if the feminine or neuter, as the case may be, were expressed.
- (d) That any failure by the Lessor to enforce, either in part or in whole, the rights and remedies available to it under these presents for any breach or failure by the Lessee to observe the provisions of any covenant or other matter herein contained shall not be deemed to be a waiver

or acquiescence of same on the part of the said Lessor, nor shall such failure preclude the Lessor from enforcing such rights and remedies against the Lessee for any subsequent breach or non-observance.

(e) The parties hereto may at any time agree to amend or modify the terms, covenants and terms of this lease.

12. The Lessee covenants and agrees to develop the lands for the purpose of a regional park in accordance with The Statement of Principles for Development and Management for Burnaby Lake Regional Nature Park annexed hereto as Schedule "B".

IN WITNESS WHEREOF the Lessor and the Lessee have hereunto caused their respective corporate seals to be affixed under the hands of their respective proper officers duly authorized in that behalf as of the day and year first above written.

THE CORPORATE SEAL OF THE CORPORATION OF THE DISTRICT OF BURNABY was hereunto affixed in the presence of:

ACTING MAYOR

CLERK

THE CORPORATE SEAL OF GREATER VANCOUVER REGIONAL DISTRICT was hereunto affixed in the presence of:

This Indenture received the approval of the Minister of Recreation and Conservation this day of
1978.

LEGAL DESCRIPTIONS

1. Lot 14, Block 6, D.L. 87, Plan 966
2. Lot 96, Blocks 7 and 8, D.L. 87, Plan 1672
3. Block 8, D.L. 42, Plan 3055
4. Lot 93, Blocks 7 and 8, D.L. 87, Plan 1672
5. Block 10, D.L. 42, Plan 3055
6. Lot 7A, Block 8, D.L. 40, Plan 3048
7. Lot 7C, Block 8, D.L. 40, Plan 3048
8. Lot 8, Block 8, D.L. 40, Plan 3048
9. Lot 23, Block 8, D.L. 40, Plan 3048
10. Lot 10, Block 8, D.L. 40, Plan 3911
11. Lot 1, Block 8, D.L. 40, Plan 3911
12. Lot 11, Block 8, D.L. 40, Plan 3048
13. Lot 12, Block 8, D.L. 40, Plan 3048
14. Lot 13, Block 8, D.L. 40, Plan 3048
15. Lot 14, Block 8, D.L. 40, Plan 3048
16. Lot 15A, Block 8, D.L. 40, Plan 3048
17. Lot 15B, Block 8, D.L. 40, Plan 3048
18. Lot 16A, Block 8, D.L. 40, Plan 3048
19. Lot 16B, Block 8, D.L. 40, Plan 3048
20. Lot 17, Block 8, D.L. 40, Plan 3048
21. Lot 7B, Block 8, D.L. 40, Plan 3048
22. Lot 20 of S.D. 12, Block 3, D.L. 14, Plan 3047
23. Lot 19 of S.D. 12, Block 3, D.L. 14, Plan 3047
24. Lot 18 of S.D. 12, Block 3, D.L. 14, Plan 3047
25. Lot 17 of S.D. 12, Block 3, D.L. 14, Plan 3047
26. Lot 16 of S.D. 12, Block 3, D.L. 14, Plan 3047
27. Lot 15 of S.D. 12, Block 3, D.L. 14, Plan 3047
28. Lot 14 of S.D. 12, Block 3, D.L. 14, Plan 3047
29. Lot 1, of S.D. 12, Block 3, D.L. 14, Plan 3047
30. Lot 20 of S.D. 11, Block 3, D.L. 14, Plan 3047
31. Lot 2 of S.D. 12, Block 3, D.L. 14, Plan 3047
32. Lot 19 of S.D. 11, Block 3, D.L. 14, Plan 3047
33. Lot 3 of S.D. 12, Block 3, D.L. 14, Plan 3047
34. Lot 18 of S.D. 11, Block 3, D.L. 14, Plan 3047
35. Lot 4 of S.D. 12, Block 3, D.L. 14, Plan 3047
36. Lot 17 of S.D. 11, Block 3, D.L. 14, Plan 3047
37. Lot 5 of S.D. 12, Block 3, D.L. 14, Plan 3047
38. Lot 16 of S.D. 11, Block 3, D.L. 14, Plan 3047
39. Lot 6 of S.D. 12, Block 3, D.L. 14, Plan 3047
40. Lot 15 of S.D. 11, Block 3, D.L. 14, Plan 3047
41. Lot 7 of S.D. 12, Block 3, D.L. 14, Plan 3047
42. Lot 14 of S.D. 11, Block 3, D.L. 14, Plan 3047
43. Lot 13 of S.D. 11, Block 3, D.L. 14, Plan 3047
44. Lot 12 of S.D. 11, Block 3, D.L. 14, Plan 3047
45. Lot 11 of S.D. 11, Block 3, D.L. 14, Plan 3047
46. Lot 8 of S.D. 11, Block 3, D.L. 14, Plan 3047
47. Rem. Lot 9 of S.D. 11, Block 3, D.L. 14, Plan 3047

48. Block 17 N. of B.C.E. Rly., D.L. 79N, Sk. 3027
49. Block 17 Pt. .93 ac., D.L. 79N, Plan 1386
50. Block 9, D.L. 42, Plan 3055
51. Lot 3, Block 9, D.L. 40, Plan 3048
52. Lot 4, Block 9, D.L. 40, Plan 3048
53. Lot 3, Block 10, D.L. 40, Plan 3048
54. Lot 4, Block 10, D.L. 40, Plan 3048
55. Lot 2, Block 11, D.L. 40, Plan 3048
56. Lot 17, Block 3, D.L. 14, Plan 3047
57. Lot 18, Block 3, D.L. 14, Plan 3047
58. Lot 19, Ex. Pl. 45445, Block 3, D.L. 14, Plan 3047
59. Lot 2, Block 12, D.L. 40, Plan 3048
60. Block 13, D.L. 40, Plan 3048
61. Lot 25, Block 8, D.L. 40, Plan 3911
62. Block 17 Pt. on Sk. 120, D.L. 79N, Plan 1386
63. Lot 22, Block 8, D.L. 40, Plan 3048
64. Lot 21, Block 8, D.L. 40, Plan 3048
65. Lot 20A, Block 8, D.L. 40, Plan 3048
66. Lot 20B, Block 8, D.L. 40, Plan 3048
67. Lot 19, Block 8, D.L. 40, Plan 3048
68. Lot 18A, Block 8, D.L. 40, Plan 3048
69. Lot 18B, Block 8, D.L. 40, Plan 3048
70. Block 17, Sk. 3026, Pt. North of B.C.E. Rly., D.L. 79N, Plan 536
71. Block 17, Sk. 3309, D.L. 79N, Plan 536
72. 24 ft. R.O.W. on Lot "K", Sk. 597, Exc. Sk. 11801, D.L. 85
73. Pt. of Lot 69, D.L. 85, Plan 1866
74. Pt. of Lot 68, D.L. 85, Plan 1866
75. Pt. of Lot 67, D.L. 85, Plan 1866
76. Pt. of Lot 66, D.L. 85, Plan 1866
77. Pt. of Lot 65, D.L. 85, Plan 1866
78. Pt. of Lot 64, D.L. 85, Plan 1866
79. Lot 76, D.L. 85, Plan 1866
80. Lot 23, Block "A", D.L. 87 Pt., Plan 1494
81. Lot 24, Block "A", D.L. 87 Pt., Plan 1494
82. Lot 54, Block 9, D.L. 87, Plan 1845
83. Lot 53, Block 9, D.L. 87, Plan 1845
84. Lot 52, Block 9, D.L. 87, Plan 1845
85. Pt. of Lot 77, D.L. 85, Plan 1866
86. Lot 78, D.L. 85, Plan 1866
87. Lot 79, D.L. 85, Plan 1866
88. Lot 80, D.L. 85, Plan 1866
89. Lot 81, D.L. 85, Plan 1866
90. Lot 19, Block "A", D.L. 87 Pt., Plan 1494
91. Lot 20, Block "A", D.L. 87 Pt., Plan 1494
92. Lot 21, Block "A", D.L. 87 Pt., Plan 1494
93. Lot 22, Block "A", D.L. 87 Pt., Plan 1494
94. Lot 30, Block "A", D.L. 87 Pt., Plan 1494

95. Lot 29, Block "A", D.L. 87 Pt., Plan 1494
96. Lot 28, Block "A", D.L. 87 Pt., Plan 1494
97. Lot 27, Block "A", D.L. 87 Pt., Plan 1494
98. Lot 26, Block "A", D.L. 87 Pt., Plan 1494
99. Lot 25, Block "A", D.L. 87 Pt., Plan 1494
100. Block "A", D.L. 87 Pt., Plan 1494
101. Lot 86, Blocks 7 and 8, D.L. 87, Plan 1672
102. Lot 85, Blocks 7 and 8, D.L. 87, Plan 1672
103. Lot 87, Blocks 7 and 8, D.L. 87, Plan 1672
104. Lot 88, Blocks 7 and 8, D.L. 87, Plan 1672
105. Lot 90, Blocks 7 and 8, D.L. 87, Plan 1672
106. Lot 89, Blocks 7 and 8, D.L. 87, Plan 1672
107. Lot 91, Blocks 7 and 8, D.L. 87, Plan 1672
108. Lot 92, Blocks 7 and 8, D.L. 87, Plan 1672
109. Lot 95, Blocks 7 and 8, D.L. 87, Plan 1672
110. Lot 97, Blocks 7 and 8, D.L. 87, Plan 1672
111. Lot 94, Blocks 7 and 8, D.L. 87, Plan 1672
112. Lot 49, Block 9, D.L. 87, Plan 1845
113. Lot 50, Block 9, D.L. 87, Plan 1845
114. Lot 51, Block 9, D.L. 87, Plan 1845
115. Block 3, D.L. 89, Plan 3064
116. Lot 10, Block 4, D.L. 14, Plan 3047
117. Lot 8, Block 3, D.L. 14, Plan 3047
118. Lot 7, Block 3, D.L. 14, Plan 3047
119. Part of Lot 6, Ex. Pl. 45445, Block 3, D.L. 14, Plan 3047
120. Lot 3, Block 4, D.L. 14, Plan 3047
121. Part of Lot 25, D.L. 14, Plan 45445
122. Lot 1 of S.D. 1 and 2, Block 4, D.L. 14, Plan 3047
123. Lot 2 of S.D. 1 and 2, Block 4, D.L. 14, Plan 3047
124. Lot 3 of S.D. 1 and 2, Block 4, D.L. 14, Plan 3047
125. Lot 4 of S.D. 1 and 2, Block 4, D.L. 14, Plan 3047
126. Lot 1 of S.D. 15, Block 3, D.L. 14, Plan 3047
127. Lot 16, Block 3, D.L. 14, Plan 3047
128. Lot 1 of S.D. 14, Block 3, D.L. 14, Plan 3047
129. Block 9, D.L. 44/78/131/136, Plan 3049
130. Block 17, Pt. on Sk. 2806, D.L. 79N, Plan 536
131. Lot 19, Ex. W. 66 ft. and N. 33 ft., D.L. 44 and 78 Pt., 131 and 136, Plan 3049
132. Lot 22, Blocks 1, 2 and 3, D.L. 43, Plan 3227
133. Lot 2 of S.D. 11, Block 3, D.L. 14, Plan 3047
134. Lot 3 of S.D. 11, Block 3, D.L. 14, Plan 3047
135. Lot 4 of S.D. 11, Block 3, D.L. 14, Plan 3047
136. Lot 17 of S.D. 10, Block 3, D.L. 14, Plan 3047
137. Lot 5 of S.D. 11, Block 3, D.L. 14, Plan 3047
138. Lot 16 of S.D. 10, Block 3, D.L. 14, Plan 3047
139. Lot 6 of S.D. 11, Block 3, D.L. 14, Plan 3047
140. Lot 15 of S.D. 10, Block 3, D.L. 14, Plan 3047
141. Lot 7 of S.D. 11, Block 3, D.L. 14, Plan 3047

142. Lot 14 of S.D. 10, Block 3, D.L. 14, Plan 3047
143. Lot 8 of S.D. 11, Block 3, D.L. 14, Plan 3047
144. Lot 13 of S.D. 10, Block 3, D.L. 14, Plan 3047
145. Lot 9 of S.D. 11, Block 3, D.L. 14, Plan 3047
146. Lot 12 of S.D. 10, Block 3, D.L. 14, Plan 3047
147. Lot 10 of S.D. 11, Block 3, D.L. 14, Plan 3047
148. Lot 11 of S.D. 10, Block 3, D.L. 14, Plan 3047
149. Lot 1 of S.D. 10, Block 3, D.L. 14, Plan 3047
150. Lot 20 of S.D. 9, Block 3, D.L. 14, Plan 3047
151. Lot 2, of S.D. 10, Block 3, D.L. 14, Plan 3047
152. Lot 19 of S.D. 9, Block 3, D.L. 14, Plan 3047
153. Lot 18 of S.D. 9, Block 3, D.L. 14, Plan 3047
154. Lot 17 of S.D. 9, Block 3, D.L. 14, Plan 3047
155. Lot 6 of S.D. 10, Block 3, D.L. 14, Plan 3047
156. Lot 7 of S.D. 10, Block 3, D.L. 14, Plan 3047
157. Lot 8 of S.D. 10, Block 3, D.L. 14, Plan 3047
158. Lot 13 of S.D. 9, Block 3, D.L. 14, Plan 3047
159. Lot 9 of S.D. 10, Block 3, D.L. 14, Plan 3047
160. Lot 12, of S.D. 9, Block 3, D.L. 14, Plan 3047
161. Lot 10 of S.D. 10, Block 3, D.L. 14, Plan 3047
162. Lot 11 of S.D. 9, Block 3, D.L. 14, Plan 3047
163. Lot 1 of S.D. 9, Block 3, D.L. 14, Plan 3047
164. Lot 2 of S.D. 9, Block 3, D.L. 14, Plan 3047
165. Lot 3 of S.D. 9, Block 3, D.L. 14, Plan 3047
166. Lot 4 of S.D. 9, Block 3, D.L. 14, Plan 3047
167. Lot 5 of S.D. 9, Block 3, D.L. 14, Plan 3047
168. Lot 6 of S.D. 9, Block 3, D.L. 14, Plan 3047
169. Lot 10 of S.D. 9, Block 3, D.L. 14, Plan 3047

SCHEDULE "B" ATTACHED TO AND FORMING PART OF THAT
CERTAIN INDENTURE DATED THE 2ND DAY OF JANUARY, 1978,
BY AND BETWEEN THE CORPORATION OF THE DISTRICT OF
BURNABY AND THE GREATER VANCOUVER REGIONAL DISTRICT.

STATEMENT OF PRINCIPLES FOR DEVELOPMENT
AND MANAGEMENT FOR BURNABY LAKE REGIONAL NATURE PARK

A. BURNABY LAKE REGIONAL NATURE PARK CONCEPT

1. Purpose

Primary intentions in the acquisition, development, and operation of Burnaby Lake Regional Nature Park are:

- a) To preserve the Lake and associated marsh and bog areas along with adjacent forest lands in order to provide a large water-oriented natural park and wildlife sanctuary that will provide primarily for passive use and for a limited range of recreational activities that are compatible with natural values and which contribute to a quiet atmosphere and sanctuary for people.
- b) To conserve and add to natural flora and fauna.
- c) To restore natural areas, wildlife habitat and peaceful qualities.
- d) To integrate Burnaby Lake's natural environment and recreational opportunities with the adjoining and nearby municipal recreation areas particularly in terms of trail links, visual qualities and the location of active and passive recreation areas and facilities.

2. Activities and Facilities

- a) Primary public use activities in the Regional Nature Park may include:

- nature study
- picnicking
- strolling
- viewing and sightseeing
- organized rowing and canoeing
- recreational canoeing and boating (not powered)

- b) Secondary activities may include:

- organized nature and cultural programs
- horseback riding
- cycling
- day camps
- other activities that are compatible with a natural park and sanctuary which generate only low to moderate numbers of daily visitors

- c) Noise generating recreation activities and vehicular recreation shall not be provided for and where already existing be excluded from the Regional Nature Park.
- d) Facilities and services shall contribute to a natural atmosphere and shall be rustic and unobtrusive to fit with the character of the park and style of facilities already present in it.

- e) Maintenance and improvements should aim at restoring natural habitat and emphasize early reforestation of areas adjoining the abutting highways and railway.

3. Zoning and Access

Burnaby Lake Regional Nature Park in general shall observe the following pattern of natural and activity areas and access routes;

- a) The area roughly to the east of Piper Avenue and Eagle Creek shall be a wildlife sanctuary and nature-oriented zone.
- b) The area west of Piper Avenue can accommodate more active and concentrated recreational pursuits but shall be compatible with the conservation of wildlife and flora.
- c) Vehicular access shall be concentrated at the southwestern entrance in combination with the Burnaby Sports Complex and Rowing Centre; vehicular access may also be provided at lesser scale on Piper and Avalon Streets.
- d) Pedestrian access points shall be safe, convenient and frequent within the severe limitations imposed by the surrounding configuration of rail lines and major roads; hence good connections by foot to municipal recreation areas and trails will be sought; links across the railway and freeway shall be considered jointly with Burnaby as longer term projects when financial resources and other priorities permit.
- e) Cycling and equestrian trail routes should be located towards the Park fringe, with the latter confined to the south shore, but linked to municipal riding trails and facilities on the east of the Regional Park; pedestrian trails shall be separated the maximum practical distance from road and rail lines but avoid the most sensitive wildlife habitat and waterfowl areas.
- f) Picnic areas, competitive rowing, canoeing and recreational boating activities shall be concentrated west of Piper Avenue; minor picnic areas and services will be considered at Piper and Avalon Avenues in accordance with access and wildlife protection limitations.
- g) Noise and visual buffers will be created as feasible adjacent to the Burlington Northern Railway and Highway No. 1.
- h) Special facilities for outdoor education and/or nature studies are compatible and if built should be located near the southwest cluster of access, parking and recreation services.

B. BOUNDARIES AND RELATIONSHIP TO ADJOINING RECREATION AREAS AND SERVICES

The Greater Vancouver Regional District and The Corporation of the District of Burnaby jointly define the boundaries of Burnaby Lake Regional Nature Park as shown in the attached Map "A". Respective area jurisdiction shall be as follows:

1. The Corporation of the District of Burnaby will continue to own and operate the Sports Complex and Rowing Centre at the west end of the Lake, the Equestrian Centre at the east end of the Lake; and, the lands associated with these uses as shown on attached Map "A".
2. The Corporation of the District of Burnaby will lease to G.V.R.D. all lands and rights it holds for the remainder of the lands and Crown waterlots contained within the Regional Park boundaries with the proviso that the Corporation of the District of Burnaby can on its own authority sanction use of the rowing course in conjunction with approved rowing events.

3. G.V.R.D. undertakes to acquire by purchase or lease all remaining private lands within the working boundary for Burnaby Lake Regional Nature Park as set out in Map "B" on the basis of acquisition priorities as established by G.V.R.D. and within the limits of cost, legal powers and limitations, and Regional Parks budgets.
4. G.V.R.D. and Burnaby will cooperate closely in the development and management of these areas to integrate road and travel access, maximum ease of public access and movement between and within the adjoining municipal and regional park lands.
5. Landscaping, signing, and design of structures in municipal and regional park areas shall be complementary though not necessarily identical.
6. Hiking, equestrian and cycling trails extending to Brunette River, Burnaby Mountain, Deer Lake and Eagle Creek will be linked with the respective facilities in the Regional Park and management will be coordinated for the proper separation of these activities for safety and aesthetic reasons.
7. Because of the close relationship between Municipal and Regional Park lands items relating to the general operation of the respective park areas such as hours of public access, user fee charges, if any, temporary park closures or restrictions and the like will be implemented only in collaboration between The Corporation of the District of Burnaby and the Greater Vancouver Regional District.

C. MUNICIPAL AND REGIONAL DEVELOPMENT
AND MANAGEMENT PRIORITIES AND COMMITMENTS

1. General Regional Park Development and Management

- (a) Development of Burnaby Lake for conservation and recreation shall be consistent with the concepts and guidelines in this document and in the report "A Development Program for Burnaby Lake Regional Park" (December 1975).
- (b) G.V.R.D. will fund the construction, operation, programming and maintenance of regional facilities and services within the agreed-on regional park area within the limits of annual budgets set by the Board.
- (c) Other facilities and services funded by other organizations may be considered for inclusion in the park, but must be consistent with the main purpose of the park and contribute to region-wide use and public benefit.
- (d) The G.V.R.D. will prepare a specific annual park implementation program for Burnaby Lake Regional Park to be submitted to The Corporation of the District of Burnaby so as to determine that the program is within the development guidelines set forth in this document, and to require revisions if the program is not considered to meet the guidelines. The program will form the basis for park development within Burnaby Lake Regional Nature Park for the fiscal year following.
- (e) Programs proposed either by the G.V.R.D. or The Corporation of the District of Burnaby shall be mutually agreed upon and consistent with the concepts and guidelines in this Indenture.

2. Regional District Priorities and Commitments

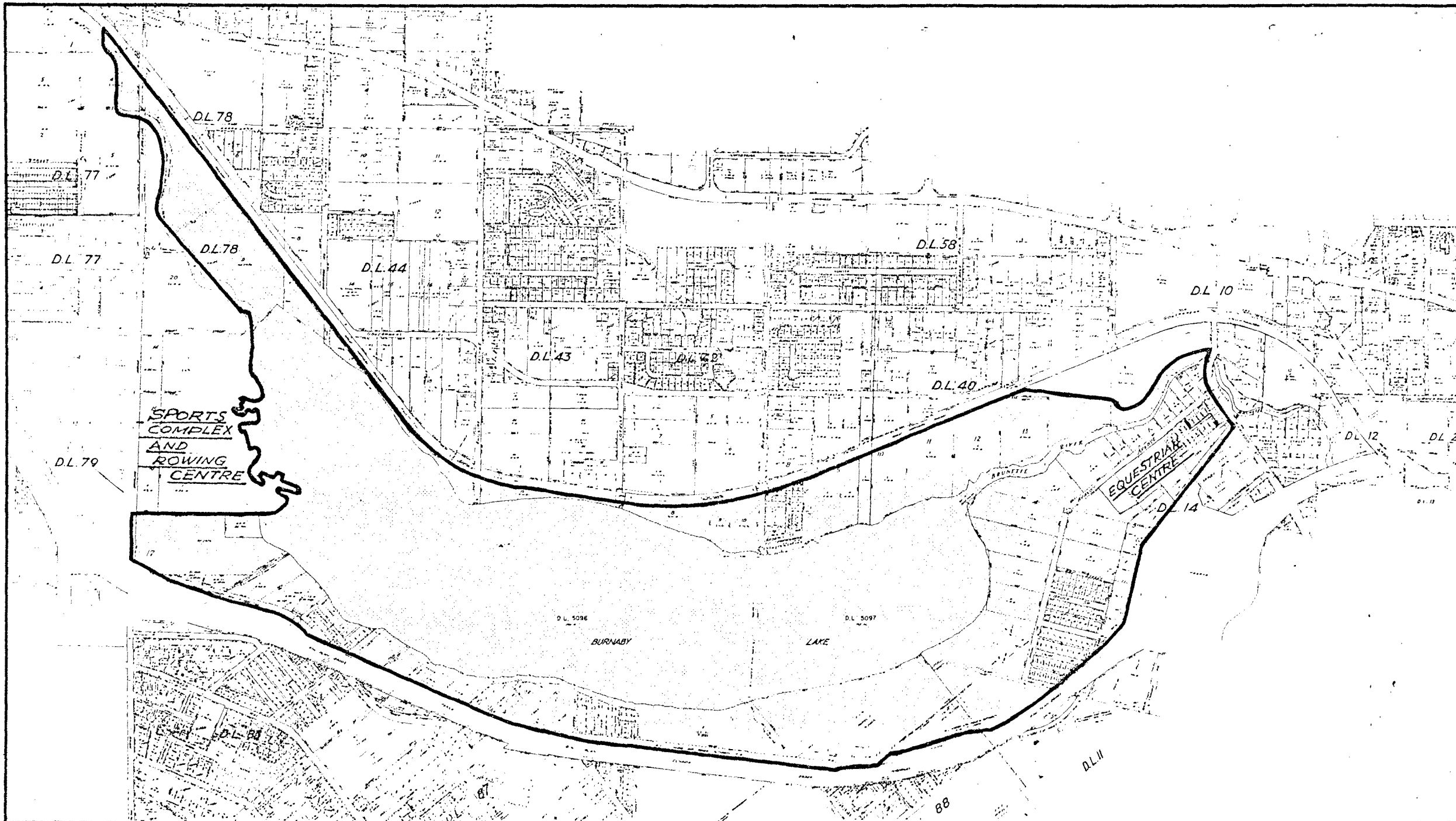
- (a) Priority development actions will centre on opening the park to regional access, reforestation, designation, protection and promotion of the wildlife and flora, and development of a pedestrian trail system, picnic and sanitary facilities.

- b) Maintenance and management priorities include the provision of services for public use arising out of priority development actions and initiating steps to exclude trail bikes, to remove aircraft and to relocate shooting facilities.
- c) While the rowing course is deemed appropriate to the Park, its maintenance to international standards is considered the responsibility of user groups and senior government agencies; redredging of the course must respect the wildlife Sanctuary and general park function of Burnaby Lake.
- d) G.V.R.D. will undertake or share in studies and/or measures to restore and manage both the water and land areas of the park where required for effective park preservation and management.
- e) Maintenance of a constant water level is important to the wildlife during the nesting season from April until the end of June, and during the fall migration from September to November. Accordingly, any proposed changes in the level of the Lake should respect this consideration.

3. Commitments of The Corporation of the District of Burnaby

The Corporation of the District of Burnaby undertakes:

- a) To provide complementary trail links and accesses in general conformity with the park concepts stated above and as further set out in "A Development Program for Burnaby Lake Regional Park" (December 1975).
- b) To operate the rowing, canoeing and equestrian facilities.
- c) To set guidelines for adjacent urban, industrial and other development, to protect and enhance Burnaby Lake Regional Nature Park qualities and resources and to consult with G.V.R.D. on important changes to development by-laws and transportation routes that may affect the Regional Nature Park.
- d) That prior to the expiration of the lease agreement Burnaby will give due consideration to granting a further lease of the subject Municipal lands on Burnaby Lake if so requested by the Greater Vancouver Regional District under terms and conditions as then jointly agreed to.

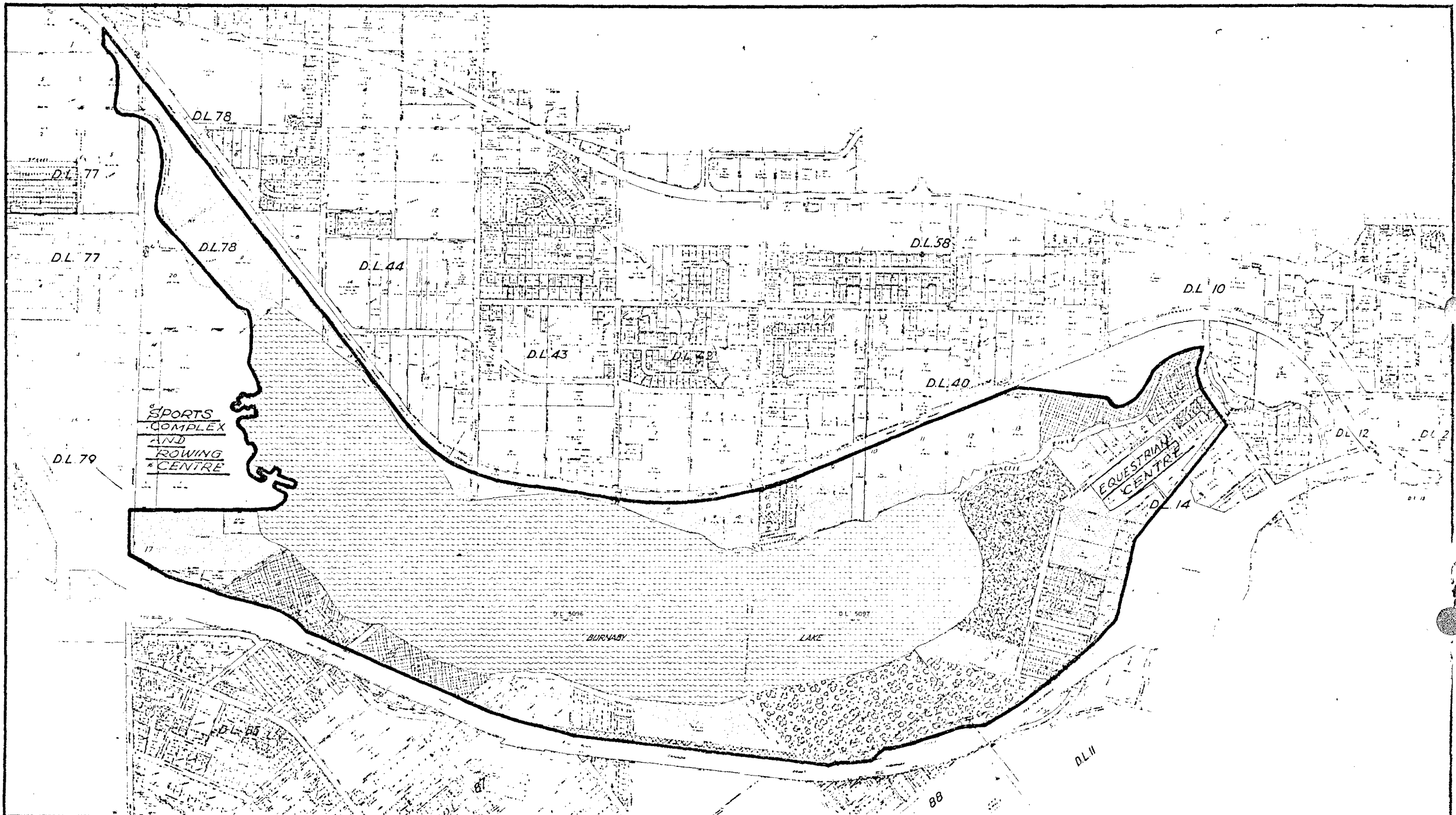


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




— PARK BOUNDARY

BURNABY LAKE REGIONAL PARK

Figure A



0' 600'

- | | | | |
|---|--|--|---------------------------------------|
|  | MUNICIPAL LANDS TO BE LEASED TO G.V.R.D. |  | G.V.R.D. HOLDINGS UNDER EXPROPRIATION |
|  | G.V.R.D. ACQUISITIONS |  | UNDER NEGOTIATION (CEG DEPRV) |
|  | AREAS TO BE SUBLEASED TO G.V.R.D. | | |

BURNABY LAKE REGIONAL PARK

PROPOSED LEASING AND ACQUISITION PROGRAMME

Figure B

DATED: January 2nd, 1978

THE CORPORATION OF THE DISTRICT
OF BURNABY

AND

GREATER VANCOUVER REGIONAL
DISTRICT

A G R E E M E N T

Legal Department,
The Corporation of the
District of Burnaby,
4949 Canada Way,
Burnaby, B. C.
V5G 1M2