

ITEM	18
MANAGER'S REPORT NO.	18
COUNCIL MEETING	1978 03 06

Re: DRAFT LEASE AGREEMENT
BURNABY LAKE REGIONAL NATURE PARK

Following is a report from the Director of Planning regarding the proposed execution of a lease involving Burnaby Lake Regional Park.

RECOMMENDATION:

1. THAT Council refer the draft lease agreement on Burnaby Lake Regional Nature Park to the Parks and Recreation Commission for its consideration on 1978 March 15.

* * * * *

PLANNING DEPARTMENT
1978 MARCH 01

OUR FILE: 10.250 (B)

TO: MUNICIPAL MANAGER
FROM: DIRECTOR OF PLANNING
SUBJECT: DRAFT LEASE AGREEMENT - BURNABY LAKE REGIONAL NATURE PARK

Municipal and Greater Vancouver Regional District staff have been jointly working on a proposed lease agreement for Burnaby Lake Regional Park that would form the basis of a management and development programme for the Park.

This draft lease agreement has now been completed and is being forwarded to the Municipal Council, together with a staff recommendation for approval after consideration by the Parks and Recreation Commission at their meeting of 1978 March 15.

The G.V.R.D. has allocated approximately \$200,000 for Burnaby Lake development and is quite anxious to receive the necessary lease approvals in order that development can be initiated on a priority basis. Toward this end, the G.V.R.D. Parks Steering Committee and Parks Committee has already given approval in principle to the proposed lease. Progress reports will be sent to these Committees on 1978 March 01 and 08 respectively with the intent to submit the lease to the G.V.R.D. Board on 1978 March 22 for final approval.

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Draft Lease Agreement -
Burnaby Lake Regional
Nature Park
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A representative of the G.V.R.D. Parks Department will be in attendance at both the Commission meeting of 1978 March 15 and the Council meeting of 1978 March 20 to assist in answering any questions that may arise from the draft lease document.

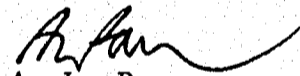
It is anticipated that the Parks and Recreation Commission will be in a position to submit a recommendation to approve the lease to Council at its meeting of 1978 March 20. Given this timetable, Council would then be in a position to approve the lease document prior to its consideration by the G.V.R.D. Board on 1978 March 22.

On adoption of the lease agreement a Sanctuary By-law and a Regulatory By-law will be prepared under the Regional Parks Act to formalize the sanctuary aspect of the park and to outline operational guidelines that are to be adhered to.

RECOMMENDATION

It is recommended:

1. THAT the Municipal Council refer the draft lease agreement on Burnaby Lake Regional Nature Park to the Parks and Recreation Commission for its consideration.
2. THAT the Municipal Council at its meeting of 1978 March 20 approve the draft lease agreement as the basis for a management and development programme for Burnaby Lake Regional Nature Park, following consideration by the Parks and Recreation Commission.


A. L. Parr
DIRECTOR OF PLANNING

JSB/BL/ds

attachments

cc Municipal Solicitor
Land Agent
Parks and Recreation
Administrator

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

IN PURSUANT 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. That in consideration of the rents, covenants and conditions herein respectively reserved and contained, the Lessor hereby leases to the Lessee its successors and assigns 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").

2. TO HAVE AND TO HOLD the lands unto the Lessee for the term of TWENTY-ONE (21) years, commencing on the day of , 197 and ending on the day of , 197 .

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

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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 through the Lessee or its servants or other occupants or occupants of the lands were holding over

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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:

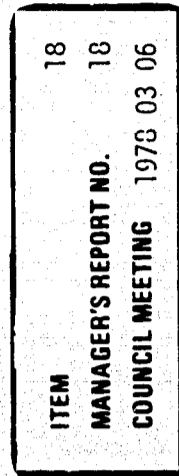
4949 Canada Way
Burnaby, B.C.
V5G 1M2

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 anytime 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:

MAYOR

CLERK

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

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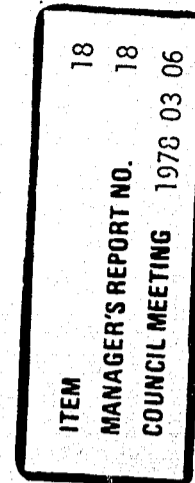
SCHEDULE "A" ATTACHED TO AND FORMING PART OF THAT CERTAIN INDENTURE DATED THE 2ND DAY OF JANUARY, 1978, BY AND BETWEEN THE CORPORATION OF THE DISTRICT OF BURNABY AND THE GREATER VANCOUVER REGIONAL DISTRICT.

ALL AND SINGULAR those certain parcels or tracts of land and premises situate, lying and being in the _____, in the Province of British Columbia and being more particularly described as follows:

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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



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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

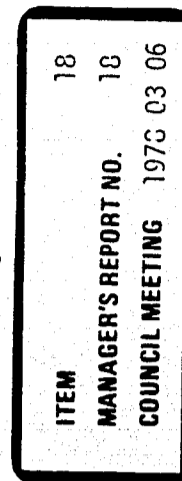
Burnaby Lake Regional Nature Park in general shall observe the following pattern of natural and activity areas and access routes;

- 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.

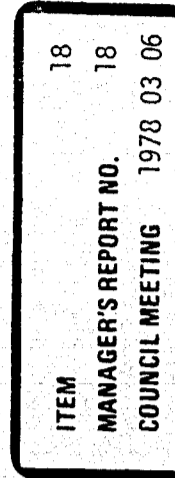
B. BOUNDARIES AND RELATIONSHIP TO ADJOINING RECREATION AREAS AND SERVICES

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.



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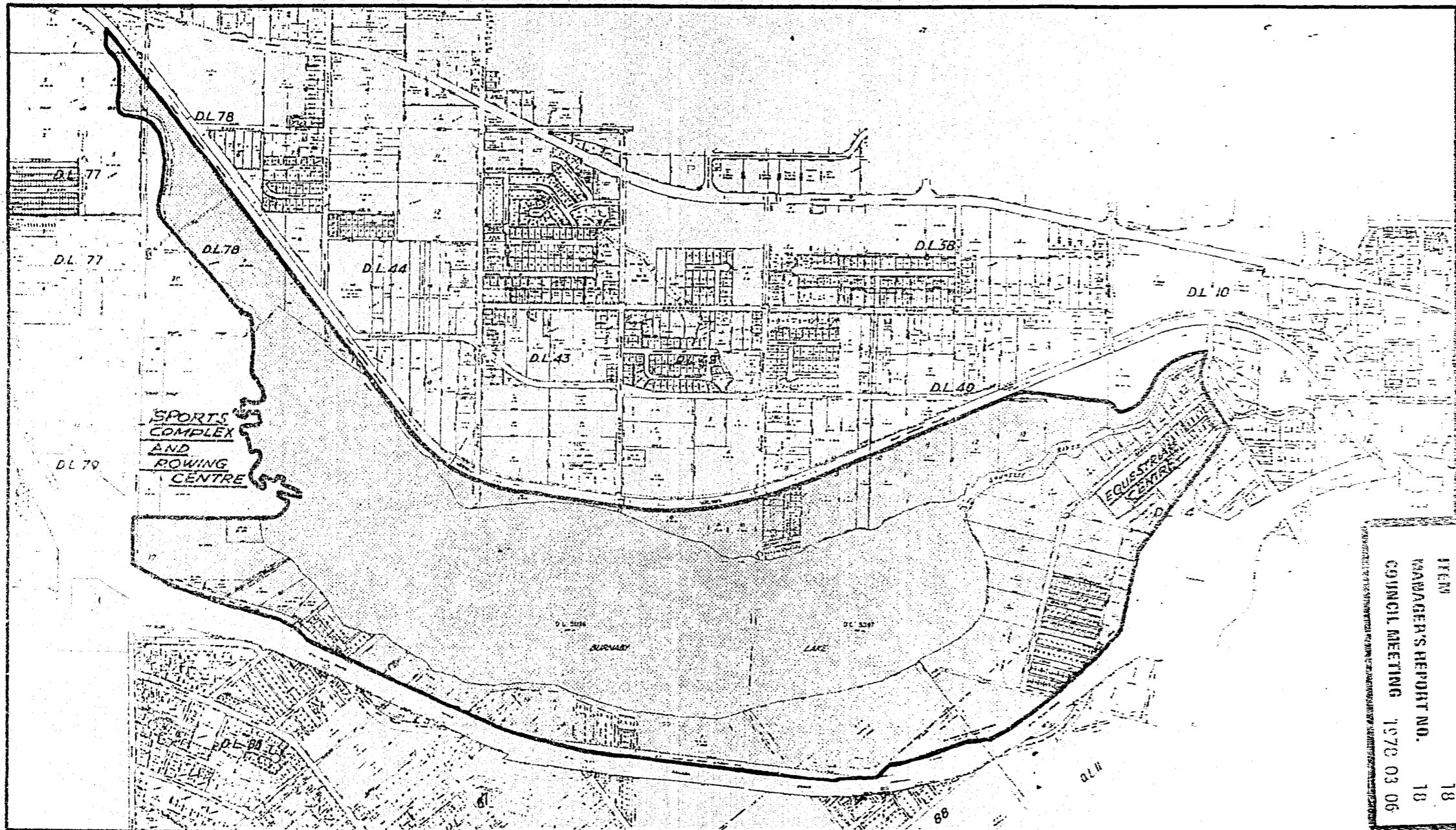
C. MUNICIPAL AND REGIONAL DEVELOPMENT AND MANAGEMENT PRIORITIES AND COMMITMENTS

1. General Regional Park Development and Management

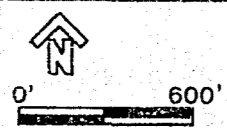
- a) Development of Burnaby Lake for conservation and recreation shall be consistent with the concepts and guidelines in this document and in the report "A Development Program for Burnaby Lake Regional Park" (December 1975).
- b) G.V.R.D. will fund the construction, operation, and maintenance of regional 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.

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.



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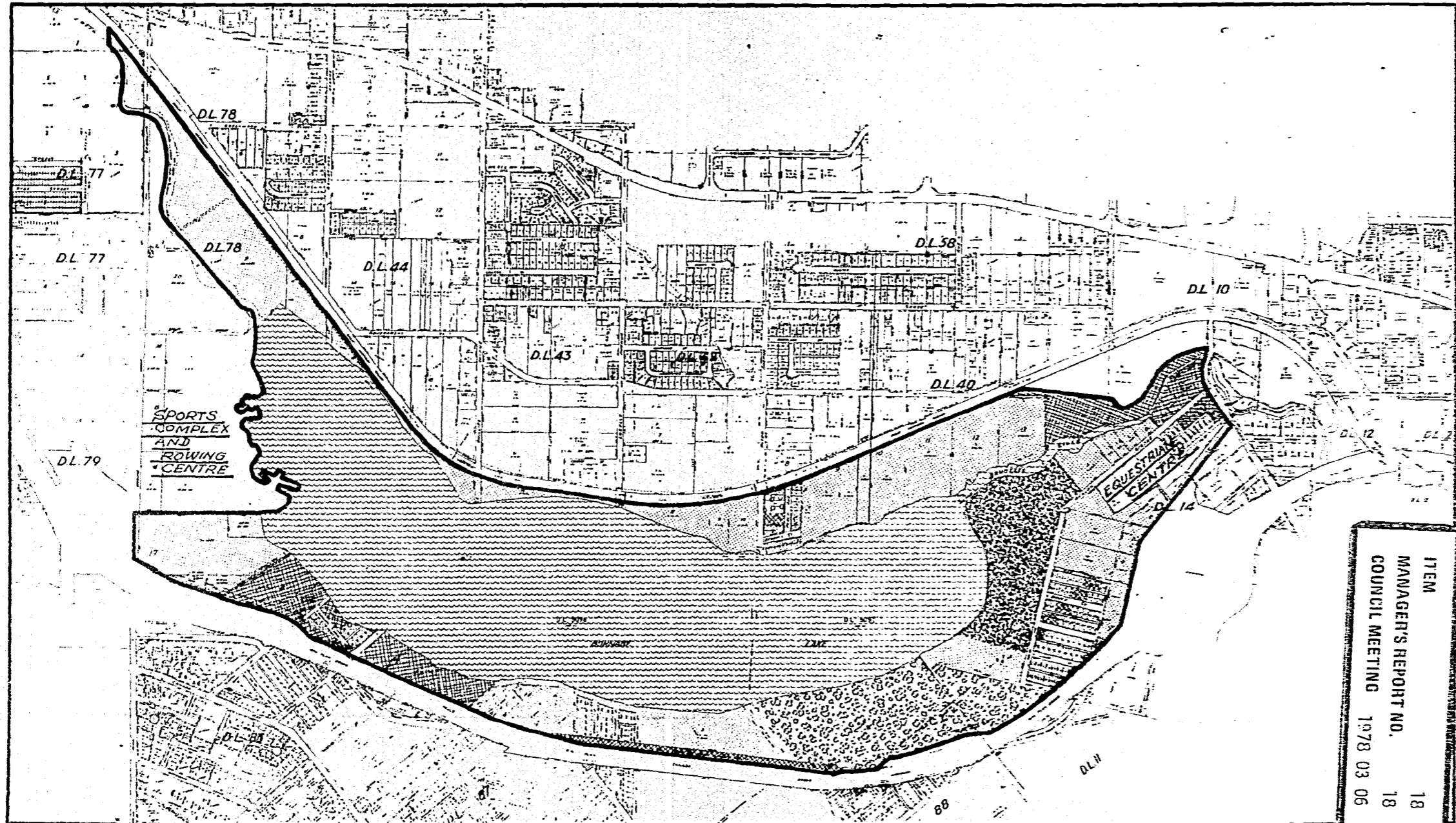


— PARK BOUNDARY

BURNABY LAKE REGIONAL PARK

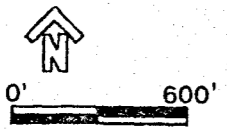
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Figure A



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

BURNABY LAKE REGIONAL PARK
PROPOSED LEASING AND ACQUISITION PROGRAMME

Figure B