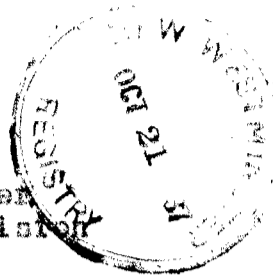


C1

THE CORPORATION OF THE DISTRICT OF BURNABY

BY-LAW NO. 1609

A By-law to authorize the Corporation of the District of Burnaby to accept an Easement over the lands described as Lot "B" in the Subdivision of District Lot 83, Group 1, New Westminster District, in the Municipality of Burnaby, from the parties owning or having an interest in the said lands and premises.



WHEREAS by Section 59, Clause 17 (a) of the Municipal Act, being Chapter 199 of the Revised Statutes of British Columbia 1936, the Council of a Municipality may pass a By-law for accepting lands, rights, easements or privileges from the Dominion or Provincial Governments or from any person for and to the use of the Municipality.

AND WHEREAS it is provided in Section 59, Clause 21 of the said Act inter alia that the assent of the electors shall not be necessary to the validity of any By-law passed under the provisions of said Section 59, Clause 17 (a) where the price does not exceed Two thousand dollars (\$2,000.00).

AND WHEREAS the price payable in respect of the Grant of Easement or Right-of-way over the lands and premises hereinafter described is under the said sum of Two thousand dollars (\$2,000.00).

AND WHEREAS Hugh H. Fraser was on the 9th day of February 1934 appointed Commissioner of the Corporation of the District of Burnaby under Part XXIII of the said Municipal Act and has under the said Statute power to pass such By-laws as may be passed by the Council of a Municipality.

AND WHEREAS the said Commissioner acting as such deems it necessary and expedient to accept an Easement over the lands and premises hereinafter described in the manner, for the purposes and on the terms, covenants, conditions and provisions hereinafter contained or referred to.

(2)

THEREFORE THE SAID COMMISSIONER acting as such and in exercise of all the powers him thereunto enabling ENACTS AS FOLLOWS:

1. It shall be lawful for the Corporation of the District of Burnaby and the said Corporation is hereby authorized to accept from the Director of Soldier Settlement of Canada and from Robert Angus of Burnaby Lake, in the Province of British Columbia, hereinafter, being respectively the registered owner of and the holder of an agreement for sale to purchase from the said owner the lands and premises hereinafter described, an easement or right-of-way over the said lands and premises for the purposes of constructing, erecting and maintaining an open ditch or water course to run from the public road or road allowance known as Eglington Street on the north side of the said lands and premises to Gilpin Street on the south side thereof.

2. It shall be lawful for the Corporation of the District of Burnaby and the Corporation is hereby authorized for the purpose of properly creating the said Easement to accept a Grant or Conveyance of an easement or right-of-way over the said lands and premises which are more particularly described as lot "B" in the Subdivision of District Lot #3, Group 1, New Westminster District, in accordance with and subject to the terms set forth in a copy of the said Grant or Conveyance annexed hereto and declared to be a part of this By-law, which Grant or Conveyance contains a detailed description of the said easement or right-of-way as forming part of the lands and premises before described.

3. Upon subscription and execution of the said Grant or Conveyance by the Director of Soldier Settlement and the said Robert Angus and delivery thereof to the Corporation of the District of Burnaby the said Commissioner is hereby authorized to affix the seal of the said Corporation to the said Grant or

or Conveyance and along with the Clerk of the said Corporation to sign the same as Commissioner and Clerk respectively and to deliver an executed copy of the said Grant or Conveyance to the said Director of Soldier Settlement and to the said Robert Angus as the act and deed of the said Corporation to the extent of the covenants undertaken by and enforceable against it thereunder.

4. It shall be lawful for the Corporation of the District of Burnaby and the said Corporation is hereby authorized upon completion and execution by all parties thereto to register the said Grant or Conveyance in the appropriate Land Registry Office and thereafter to carry out upon the said easement or right-of-way the works and improvements contemplated and provided for in the said Agreement and on the terms, conditions and provisions therein contained.

5. This by-law shall not come into force unless and until it has received the approval of the Lieutenant-Governor in Council as required by law.

6. This by-law may be cited for all purposes as the "Corporation of the District of Burnaby Angus Easement By-law 1937"

DONE AND PASSED this twenty ninth (29th) day of September, 1937 A.D.

RECONSIDERED AND FINALLY PASSED this sixth (6th) day of October, 1937 A.D.

*Hugh W. Fraser*

COMMISSIONER.

*Charles B Brown*

CLERK.

I Charles B Brown, Clerk of the Corporation of the District of Burnaby do hereby certify the foregoing to be a true copy of a by-law passed by the Commissioner for the Corporation of the District of Burnaby on the 6th day of October A.D. 1937.

*Charles B Brown*

Clerk.



THIS INDENTURE made the Twenty ninth (29th) day of September in the year of our Lord one thousand nine hundred and thirty-seven.

IN PURSUANCE OF THE "SHORT FORM OF DEEDS ACT"

BETWEEN:

THE DIRECTOR OF SOLDIER SETTLEMENT  
OF CANADA

(hereinafter called the "Grantor")

AND:

THE CORPORATION OF THE DISTRICT OF  
BURNABY

(hereinafter called the "Grantee")

AND:

ROBERT ANGUS of Burnaby Lake, British Columbia, Rancher

(hereinafter called the "party of the third part")

WHEREAS the Grantor is the registered owner of lands and premises in the Municipality of Burnaby in the Province of British Columbia and described as Lot "B" in Subdivision of District Lot Eighty-three (83), Group One (1), New Westminister District, according to map or plan of the said Lot "B" deposited at the Land Registry Office at the City of New Westminister in the said Province and numbered 4924, which lands and premises were formerly known as Lots 11 and 12, in Subdivision of District Lot 83, aforesaid, according to the map of said subdivision deposited at the said Land Registry Office and numbered 1267, subject to an Agreement for Sale in favour of the party of the third part dated 23rd September 1919, but to no other charge or encumbrance.

AND WHEREAS the Grantor and the party of the third part have requested the Grantee to construct, erect and maintain an open ditch or water course of the width and depth

hereinafter mentioned or referred to from the public road or road allowance known as Eglinton Street on the north side of the said described lands and premises to Gilpin Street on the south side thereof, on, across or through the said lands and premises above described and the Grantee has agreed so to do as hereinafter expressed without cost to the Grantor or to the party of the third part.

NOW THEREFORE THIS INDENTURE WITNESSETH that the parties hereto in consideration of the premises and of the mutual covenants hereinafter expressed hereby mutually covenant and agree to and with each other as follows:-

1. The Grantor and the party of the third part do hereby for themselves, their heirs, successors and assigns and for their respective right, title and interest in the said lands and premises grant and convey unto the Grantee its successors and assigns, its agents, servants and workmen and all other persons acting for and on behalf of the Grantee from time to time and at all times hereafter at its or their will and pleasure a free and uninterrupted right of way, ingress and egress for persons, animals, vehicles and implements through, along and over that certain piece or parcel of land part of the said Lot "B" hereinafter particularly described with the right to cut into and open up, dig out and excavate the said right of way and to construct an open ditch or water course thereon of the width and depth shown on the profile and cross section plan of the said ditch marked "A" annexed and signed as relative hereto with power to remove from the said lands and premises should the Grantee consider it advisable, and to dispose of or retain for its own purposes the soil and all other material taken therefrom in the construction of the said ditch and from time to time and at all times hereafter to enter upon, maintain and repair the said ditch or water course, the said parcel of land being more particularly described as

follows: ALL AND SINGULAR, that certain parcel or tract of land and premises situate, lying and being a portion of Lot "B" in District Lot 83, Group 1, District of New Westminster, Province of British Columbia, according to Plan No. 4924, deposited, and being a strip of land, 10 feet in width, extending from the South Boundary of Lot "B" to the North Boundary thereof and lying within 5 feet, on either side, of the following described centre line:

COMMENCING at a point on the South Boundary of Lot "B", aforesaid, located 5 feet East of the Southwest Corner of said Lot; thence N.  $0^{\circ} 27' 30''$  W. and parallel to the West boundary of said Lot "B", 562.0 feet; thence N.  $60^{\circ} 18' 30''$  E., 79.0 feet; thence N.  $30^{\circ} 18' 30''$  E., 111.3 feet to an intersection with the North Boundary of Lot "B", aforesaid, the above described portion of Lot "B" containing by admeasurement, 0.173 of an acre, be the same more or less, as more particularly shown on the plan hereunto annexed and Marked "B" and thereon outlined in Red Colour.

AND also full power, licence and permission at any and all times hereafter for the Grantee, its officers, servants, employees and workmen to enter upon the said lands and premises and where and when necessary upon said Lot "B" for the purpose of reconstructing, maintaining and repairing such open ditch or water course.

2. The Grantor and the party of the third part covenant with the Grantee that it, the Grantee, shall have quiet possession of the said right of way.

3. And the Grantor and the party of the third part covenant with the grantee that they will execute such further assurances of the said right of way as may be required.

4. And the Grantor and the party of the third part covenant with the Grantee that they have done no acts to encumber the said right of way.

5. And the Grantee hereby covenants to and with the Grantor and the party of the third part that in constructing the said open ditch or water course through or upon the said Lot "B" the Grantee will carry out the work in a good and workmanlike manner and that it will leave the surface of the ground surrounding the said right of way in similar condition to its condition at the time of undertaking the said work.

6. And the Grantee hereby further covenants that it, the Grantee, will keep the Grantor and the party of the third part free from all liens and charges in connection with the construction and/or repair of the said ditch or water course.

7. The Grantee hereby covenants that it will keep the said open ditch in a good state of preservation and repair at all times but that it shall not give, nor does it hereby give, as regards the said lands of the Grantor any guarantee or assurance rendering it liable for failure in this relation that the said open ditch shall take care of and carry, without overflowing, any water which may enter it from any street or land including the lands of the Grantor upon which it is constructed and in which the party of the third part has an interest as aforesaid.

8. It is understood and agreed that the Grantee shall be at liberty should it find it necessary at any time so to do, to cut down and remove any trees or undergrowth on the said right of way so that the existence of the said open ditch may be apparent and the grantor and the party of the third part hereby covenant to keep the Grantee freed and relieved of any claim for damages suffered or allegedly suffered by any person using the said land and arising out of or in connection with the existence of the said open ditch on the said right of way.

9. And the Grantee further covenants with the Grantor and the party of the third part that it, the Grantee, will keep them and each of them free from all claims for damage by flooding of neighbouring lands through, by or on account of the existence of the said open ditch or water course on or through the said lands and premises, Lot "B" aforesaid.

10. The Grantor and the Grantee and the party of the third part covenant to and with each other that the provisions herein contained will enure to the benefit of and be binding upon the parties hereto their respective heirs, successors and assigns.

IN WITNESS WHEREOF the Grantor and Grantee have hereunto set their corporate seals under the hands of their proper officers and the party of the third part has hereunto set his hand and seal the day and year first above written.

The Corporate Seal of the Grantor was hereunto affixed in the presence of:

DIRECTOR.

The Corporate Seal of the Grantee was hereunto affixed in the presence of:

COMMISSIONER.

CLERK.

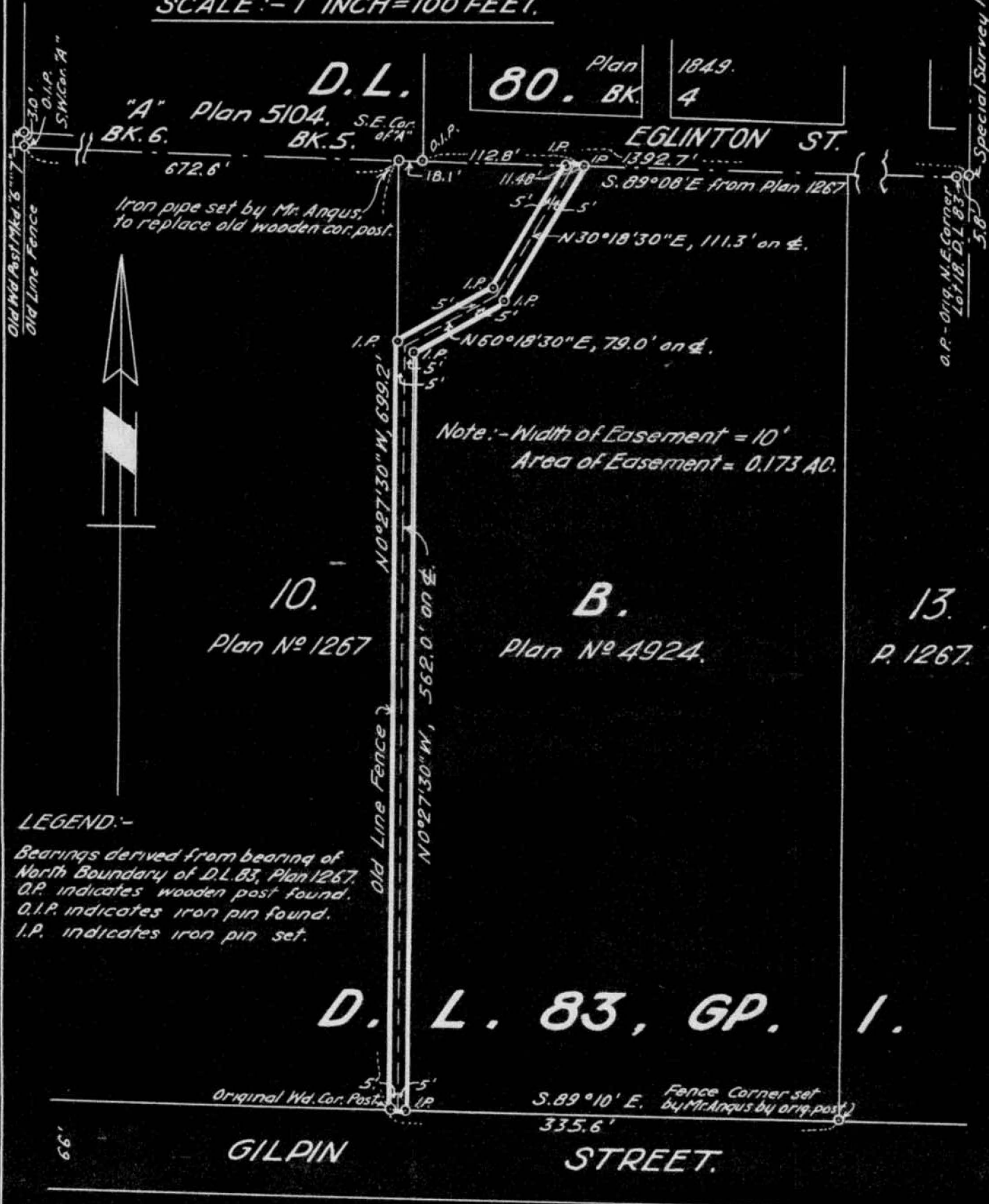
SIGNED, SEALED AND DELIVERED by the party of the third part in the presence of:



PLAN OF A PORTION OF LOT "B," D.L. 83,  
GROUP I, NEW WESTMINSTER DISTRICT.  
SHOWING PORTION REQUIRED FOR DRAINAGE  
EASEMENT OUTLINED WITH RED COLOUR.

PLAN 'B'

SCALE :- 1 INCH = 100 FEET.



**LEGEND:-**

Bearings derived from bearing of North Boundary of D.L. 83, Plan 1267.  
 O.P. indicates wooden post found.  
 O.I.P. indicates iron pin found.  
 I.P. indicates iron pin set.

Note:- Width of Easement = 10'  
 Area of Easement = 0.173 AC.

Old Wd Post Mkd. 6" x 7" O.I.P. S.W. Cor. "A"

O.P. - Orig. N.E. Corner Lot 18, D.L. 83, 5.8' Special Survey Mon.

I, Geoffrey K. Burnett of the City of New Westminster in the Province of British Columbia a British Columbia Land Surveyor, make oath and say that I was present at and did personally superintend the survey represented by this plan, and that the survey and plan are correct. The said survey was completed on the 13th. day of July, 1937.

*Geoffrey K. Burnett*

Sworn before me this 22nd day of July, 1937.

*Geoffrey K. Burnett*

A Notary Public in and for the Province of British Columbia.

Approved under the Land Registry Act.  
 Dated this..... day of..... 1937.

Approving Officer.

Owner:-----

Witness:-----

*Burnett and McCann*  
 Engineers & Surveyors,  
 New Westminster, B.C.