

THE CORPORATION OF THE DISTRICT OF BURNABY

BY-LAW NO., 3186

A BY-LAW to authorize The Corporation of the District of Burnaby to grant an Easement to Great Northern Railway Company.

WHEREAS the Great Northern Railway Company has applied to the Corporation of the District of Burnaby for an easement through and across certain lands, hereinafter described, in the Municipality of Burnaby,

AND WHEREAS the Corporation of the District of Burnaby is the owner in fee simple of certain lands through and across which the said Easement has been applied for.

AND WHEREAS under the provisions of Subsection 204 of Section 58 of the Municipal Act, R.S.B.C. 1948, Chapter 232, the Municipal Council is authorized to make and pass By-laws for the granting of Easements through and over municipally owned lands:

AND WHEREAS it is deemed desirable that the applied for Easement should be granted.

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

1. It shall be lawful for the Municipal Council of the Corporation of the District of Burnaby to grant to the Great Northern Railway Company, its successors and assigns, an Easement or right of way through and across the said hereinafter described lands in the form of the Indenture of Easement set forth in Schedule "A" hereto and which Schedule is hereby incorporated with and made part of this By-law.

2. The lands and premises herein referred to are described as follows:

ALL AND SINGULAR those certain parcels or tracts of land and premises situate, lying and being a 0.222 acre portion of Block One (1) of Lot Seventy five (75), Group One (1) according to Plan 3061 deposited, and a 0.156 acre portion of Lot Three (3) of Lot One hundred and thirty (130) Group One (1) according to Plan 3071 deposited, in the District of New Westminster, Province of British Columbia, and being more particularly described as follows:

Firstly (0.222 acre portion of Block One (1) of Lot Seventy five (75)) Commencing at a point on the Northerly boundary of Block One (1) of Lot Seventy-five (75) aforesaid, said point being 734.84 feet, N. 89° 45' W. from the Northeast corner of Lot Seventy five (75); thence N. 89° 45' W., and following the Northerly boundary of said Block One (1), 25.03 feet; THENCE S. 3° 18' W., 382.55 feet to a point on the Northerly boundary of the right-of-way of Still Creek Channel as shown on Plan 7846 deposited; THENCE Eastwardly and following the said Northerly boundary of said right-of-way 25.58 feet; THENCE N. 3° 18' E. 389.38 feet to the point of commencement and containing by admeasurement 0.222 of an acre, be the same more or less, as shown on the plan hereunto annexed and thereon outlined with Red Colour:

Secondly: (0.156 acre portion of Lot Three (3) of Lot One Hundred and thirty (130)) COMMENCING at a point on the Southerly boundary of Lot Three (3) of Lot One Hundred and Thirty (130) aforesaid, said point being 734.84 feet N. 89° 45' W. from the Northeast corner of Lot Seventy-five (75) aforesaid; THENCE N. 89° 45' W. and following the Southerly boundary of said Lot Three (3) 25.03 feet; THENCE N. 3° 18' E., 272.11 feet to a point on the Northerly boundary of said Lot Three (3); THENCE Eastwardly and following the Northerly boundary of said Lot Three (3), 25 feet; THENCE S. 3° 18' W., 271.01 feet to the point of commencement and containing by admeasurement 0.156 of an acre, be the same more or less, as shown on the plan hereunto annexed and thereon outlined with Red Colour.

3. This By-law shall come into full force and effect upon registration thereof in the manner required by law.

4. This By-law may be cited as "GREAT NORTHERN RAILWAY COMPANY EASEMENT AUTHORIZATION BY-LAW 1952"

DONE AND PASSED in Open Council this Tenth  
(10th) day of March, A.D. 1952.

RECONSIDERED AND FINALLY PASSED this Seventeenth  
(17th) day of March, A.D. 1952.

  
REEVE

  
CLERK.

SCHEDULE "A"

THIS INDENTURE made the 17th day of March, in the year of our Lord One thousand Nine hundred and fifty two:

BETWEEN:

THE CORPORATION OF THE DISTRICT OF BURNABY  
a body corporate and politic, created by virtue of an Act of the Legislature of the Province of British Columbia, of 1930 Kingsway, South Burnaby, in the Province of British Columbia,

(Hereinafter called the "GRANTOR")

OF THE FIRST PART

A N D

GREAT NORTHERN RAILWAY COMPANY, a Company incorporated under the laws of the State of Minnesota, United States of America, and authorized to do business as a railway company in the Dominion of Canada under the provisions of the "Railway Act" with an office at Room 315 Bank of Nova Scotia Building, 602 West Hastings Street, in the City of Vancouver, in the Province of British Columbia,

(Hereinafter called the "GRANTEE")

OF THE SECOND PART.

WITNESSETH: that in consideration of the sum of One Dollar (\$1.00) of lawful money of Canada now paid by the Grantee to the Grantor (the receipt whereof is hereby acknowledged, the Grantor DOTH GRANT, CONVEY AND CONFIRM unto the Grantee its successors and assigns, the right at any and all times to enter upon the lands hereinafter described for the purpose of constructing, using and maintaining a ditch or water-way for the purpose of providing suitable drainage from the lands and right of way of the Grantee contiguous to the said ditch or water-way, and for every such purpose the Grantee shall have access to the said lands at all times, by its agents, servants, employees and workmen.

THE Grantor shall at all times have the right and privilege to divert to the said ditch or water-way all surface water that may originate on lands immediately adjacent thereto, PROVIDED, HOWEVER, that the Grantor shall assume and indemnify the Grantee from time to time in respect to any and all claims for loss or damage that may arise to properties of the Grantee or thid parties by reason of any overflow of the said ditch or water-way that may be caused by reason of the diversion of surface water to same by the Grantor. The lands affected by the said Easement are ALL AND SINGULAR those certain parcels or tracts of land and premises situate, lying and being a 0.222 acre portion of Block One (1) of Lot Seventy -five (75) Group One (1) according to Plan 3061 deposited, and a 0.156 acre portion of Lot Three (3) of Lot One Hundred and Thirty (130) Group One (1) according to plan 3071 deposited, in the District of New Westminster, Province of British Columbia, and being more particularly described as follows:

FIRSTLY (0.22 acre portion of Block One (1) of Lot Seventy-five (75) COMMENCING at a point on the Northerly boundary of Block One (1) of Lot Seventy five (75) aforesaid, said point being 734.84 feet, N. 89° 45' W. from the Northeast corner of said Lot Seventy five (75); THENCE N.89°45' W. and following the Northerly boundary of said Block One (1), 25.03 feet;

THENCE S. 3° 18' W., 382.55 feet to a point on the Northerly boundary of the right-of-way of Still Creek Channel as shown on Plan 7846 deposited; THENCE Eastwardly and following the said Northerly boundary of said right-of-way 25.58 feet; THENCE N. 3° 18' E., 389.38 feet to the point of commencement and containing by admeasurement 0.222 of an acre, be the same more or less, as shown on the plan hereunto annexed and thereon outlined with Red Colour;

Secondly: (0.156 acre portion of Lot Three (3) of Lot One hundred and Thirty (130) COMMENCING at a point on the Southerly boundary of Lot Three (3) of Lot One hundred and Thirty (130) aforesaid, said point being 734.84 feet N.89°45' W. from the Northeast corner of Lot Seventy five (75) aforesaid; THENCE N.89°45' W. and following the Southerly boundary of said Lot Three (3) 25.03 feet; THENCE N. 3° 18' E., 272.11 feet to a point on the Northerly boundary of said Lot Three (3); THENCE Eastwardly and following the Northerly boundary of said Lot Three (3), 25. feet; THENCE S. 3°18' W., 271.01 feet to the point of commencement and containing by admeasurement 0.156 of an acre, be the same more or less as shown on the plan hereunto annexed and thereon outlined with Red Colour.

THE Easement hereby granted may be terminated by the Grantee at any time upon giving to the Grantor Ten (10) days' Notice in writing of such termination, and until so terminated the Grantee shall at its own cost and expense maintain the said ditch or water-way.

THIS INDENTURE shall enure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.

IT WITNESS WHEREOF the parties hereto have caused their Corporate Seals to be hereunto affixed witnessed by the hands of their proper officers in that behalf.

THE CORPORATE SEAL OF THE GRANTOR <del>WAS</del> HEREUNTO AFFIXED IN THE PRESENCE OF )	THE CORPORATION OF THE DISTRICT OF BURNABY )
)	By _____ )
)	By & _____ )
)	GREAT NORTHERN RAILWAY COMPANY )
THE CORPORATE SEAL OF THE GRANTEE WAS HEREUNTO AFFIXED IN THE PRESENCE OF )	By _____ )
)	President. )
)	)
)	)
)	)
)	)

