

THE CORPORATION OF THE DISTRICT OF BURNABY

BY-LAW NO. 3208

A BY-LAW to authorize The Corporation of the District of Burnaby to grant an easement through and over certain lands within the Municipality of Burnaby to the British Columbia Electric Railway Company, Limited.

WHEREAS The Corporation of the District of Burnaby is the owner of those parcels or tracts of land and premises situate, lying and being in the Municipality of Burnaby, in the Province of British Columbia, and more particularly known and described as:

(a) All that portion of Lot One Hundred and Thirty-seven (137), Group One (1), lying north of the north boundary of the Johnston Road, New Westminster District.

(b) Block Thirteen (13) of Lots Fifty-nine (59), One Hundred and Thirty-six (136) and One Hundred and Thirty-seven (137), Group One (1), Map 3050.

AND WHEREAS the British Columbia Electric Railway Company, Limited of 425 Carrall Street in the City of Vancouver, Province of British Columbia, has requested The Corporation to grant to them an easement through and over the hereinafter mentioned lands for the purpose of a right-of-way for a transmission line.

AND WHEREAS the Council of The Corporation of the District of Burnaby deems it expedient to grant such request.

THEREFORE the 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 British Columbia Electric Railway Company, Limited full and free right and liberty from time to time to construct, erect, string, operate and maintain towers and poles with guy wires, brackets, crossarms, insulators, transformers, anchors and their several attachments, and one or more lines of wire for the transmission and distribution of electrical energy and for

telephone purposes upon all that portion of land more particularly known and described as the Twenty-nine one-thousandths (0.029) acre portion of Lot One Hundred and Thirty-seven (137) aforesaid and the Two tenths (0.200) acre portion of Block Thirteen (13) aforesaid shown outlined in red on right-of-way Plan No. 12779 deposited in the Land Registry Office at New Westminster, British Columbia, for the sum of One Dollar (\$1.00).

2. That upon payment of the said sum of One Dollar (\$1.00) by the British Columbia Electric Railway Company, Limited, to The Corporation of the District of Burnaby, the Reeve and Clerk of The Corporation be authorized to sign and affix the Corporate Seal of The Corporation of the District of Burnaby, to an Indenture of Easement in the form of the Schedule attached to and forming part of this By-law, all as an act and deed of The Corporation of the District of Burnaby, and to deliver same to the said British Columbia Electric Railway Company, Limited.

3. This By-law may be cited for all purposes as "BRITISH COLUMBIA ELECTRIC RAILWAY COMPANY, LIMITED, EASEMENT AUTHORIZATION BY-LAW 1952."

DONE AND PASSED in Open Council this Second (2nd) day of June, A.D. 1952.

RECONSIDERED AND FINALLY PASSED by a three-fourths majority of all the members of the Municipal Council this Tenth (10th) day of June, A.D. 1952.



*W. R. Beames*

REEVE

*Charles B. Brown*

CLERK

THIS INDENTURE is made the Tenth (10th) day of  
June, 1952.

BETWEEN:

CORPORATION OF THE DISTRICT OF BURNABY,  
in the Municipality of Burnaby, in the  
Province of British Columbia,

(hereinafter called "the Grantor"),

OF THE FIRST PART

AND

BRITISH COLUMBIA ELECTRIC RAILWAY COMPANY,  
LIMITED of 425 Carrall Street, in the City  
of Vancouver, Province of British Columbia,

(hereinafter called "the Grantee"),

OF THE SECOND PART.

WHEREAS the Grantor is the owner of that certain  
parcel or tract of land and premises (hereinafter called "the  
land") situate, lying and being in the Municipality of Burnaby,  
in the Province of British Columbia and more particularly  
known and described as:

(a) All that Portion of Lot One Hundred and Thirty-  
seven (137), Group One (1), lying North of the North boundary  
of the Johnston Road, New Westminster District.

(b) Block Thirteen (13), of Lots Fifty-nine (59),  
One Hundred and Thirty-six (136) and One Hundred and Thirty-  
seven (137), Group One (1), Map 3050, New Westminster District.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

1. The Grantor in consideration of the sum of  
One Dollar (\$1.00) now paid to the Grantor by the Grantee (the  
receipt of which is hereby acknowledged) and the covenants of  
the Grantee herein contained, hereby grants unto the Grantee  
in fee simple full and free right and liberty for the Grantee,  
its servants, employees, agents and all others the licensees

of the Grantee, first, from time to time to construct, erect, string, operate and maintain towers and poles with guy wires, brackets, crossarms, insulators, transformers, anchors and their several attachments, and one or more lines of wire for the transmission and distribution of electrical energy and for telephone purposes upon all that portion (hereinafter called "the right-of-way") of the land more particularly known and described as follows: The Twenty-nine one-thousandths (0.029) acre portion of Lot One Hundred and Thirty-seven (137) aforesaid and the Two tenths (0.200) acre portion of Block Thirteen (13) aforesaid shown outlined in red on right-of-way Plan No. 12779 deposited in the Land Registry Office at New Westminster, British Columbia; secondly, to clear the right-of-way; thirdly, to cut down all trees on the land elsewhere than on the right-of-way which in the opinion of the Grantee are or may become dangerous to any of the things to be constructed, erected, strung, operated or maintained as aforesaid; fourthly, at all times to pass the repass along, over and upon the land for any of the purposes aforesaid; and fifthly, generally to do all acts necessary or incidental to the business of the Grantee in connection with the foregoing.

2. The Grantor hereby covenants with the Grantee:

(a) That he the Grantor will not plant or maintain any trees or shrubs exceeding fifteen (15) feet in height or place or erect or maintain any building or other structure or store any inflammable material on the right-of-way without the written consent of the Grantee.

(b) That he the Grantor will not plant, make, place or maintain any growth, excavation, pile of material or obstruction on the right-of-way so as at any time to obstruct access by the Grantee's servants, employees, agents, licensees, vehicles or equipment to, or to interfere with, any of the things to be constructed, erected, strung, operated

or maintained as aforesaid.

(c) That he the Grantor will from time to time and at all times upon every reasonable request and at the cost and charges of the Grantee do and execute or cause to be made, done or executed all such further and other lawful acts, deeds, things, devices, conveyances and assurances in law whatsoever for the better assuring unto the Grantee of the Easement hereby granted.

(d) That he the Grantor will not do or knowingly permit to be done any act or thing which will interfere with, or injure, any of the things to be constructed, erected, strung, operated or maintained as aforesaid, and in particular will not carry out blasting or aerial logging operations on or adjacent to the right-of-way unless permission in writing from the Grantee has first been received, which permission will not be unreasonably withheld.

(e) That, subject to payment by the Grantee of all royalties and scaling fees which may be levied by the Crown against the timber standing or felled on the right-of-way, the title to such timber shall pass to and be vested in the Grantee for its own use absolutely.

3. The Grantee hereby covenants with the Grantor:

(a) That it the Grantee will compensate the Grantor for all merchantable timber cut down by the Grantee on the land elsewhere than on the right-of-way.

(b) That it the Grantee will compensate the Grantor for any damage caused to crops and improvements situate on the land elsewhere than on the right-of-way by reason of the Grantee's exercise of any of its rights aforesaid.

4. It is mutually understood, agreed and declared by and between the parties hereto:

(a) That the amount of any compensation payable under paragraph 3 hereof shall be such as may be mutually agreed upon between the Grantor and the Grantee and in the event of disagreement as may be settled by arbitration pursuant to the Arbitration Act of British Columbia.

(b) That this Agreement shall be construed as running with the land and that no part of the feet of the soil thereof shall pass to or be vested in the Grantee under or by these presents.

(c) That notwithstanding anything contained in this Agreement there are hereby reserved to the Grantee all its rights and powers of expropriation or other powers or privileges granted to the Grantee, or enjoyed by it, by or under any act of the Legislature of the Province of British Columbia.

(d) That the expressions "Grantor" and "Grantee" herein contained shall be deemed to include the executors, administrators, successors and assigns of such parties wherever the context so admits.

(e) That wherever the singular and masculine are used in this Indenture they shall be construed as meaning the plural or the feminine or body corporate where the context or the parties hereto so require.

IN WITNESS WHEREOF the parties have caused these presents to be executed the day and year first above written.

THE CORPORATE SEAL of           )  
Corporation of the District)  
of Burnaby was hereunto       )  
affixed in the presence       )  
                                  )  
                                  )