

THE CORPORATION OF THE DISTRICT OF BURNABY

BY-LAW NO. 3220

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 Company, Limited.

WHEREAS The Corporation of the District of Burnaby is the owner of that certain parcel or tract 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:

- (1) Lot 13, Block 3, District Lot 14, Group 1, New Westminster District, Map No. 3047.
- (2) Lot "A" of Part Block 37, District Lot 13, Group 1, New Westminster District, Map No. 4375.
- (3) Lot 2, Block 17, District Lot 13, Group 1, New Westminster District, Map No. 3046.
- (4) North half Block 16, District Lot 13, Group 1, New Westminster District, Map No. 3046.

AND WHEREAS the British Columbia Electric Company, Limited of 425 Carrall Street, in the City of Vancouver, Province of British Columbia, has requested the Corporation to grant them an easement through and over the said 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 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 those portions shown outlined in red on Right-of-Way Plan deposited in the Land Registry Office at New Westminster, Province of British Columbia, under No. 13186, for the sum of Five Hundred and Fifty-five (\$555.00) Dollars.

2. That upon payment of the said sum of Five Hundred and Fifty-five (\$555.00) Dollars by the British Columbia Electric 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 Company, Limited.

3. This By-law may be cited for all purposes as "BRITISH COLUMBIA ELECTRIC COMPANY, LIMITED, EASEMENT AUTHORIZATION BY-LAW NO. 2, 1952".

DONE AND PASSED in Open Council this Twenty-second (22nd) day of December, A. D. 1952.

RECONSIDERED AND FINALLY ADOPTED by a three-fourths majority of all the members of the Municipal Council this Twenty-ninth (29th) day of December, A. D. 1952.

  
REEVE

  
CLERK



SCHEDULE

THIS INDENTURE is made the Twenty-ninth (29th) day of December, 1952.

BETWEEN:

CORPORATION OF THE DISTRICT OF BURNABY

(hereinafter called "the Grantor")

OF THE FIRST PART

AND

BRITISH COLUMBIA ELECTRIC 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:

- (1) Lot Thirteen (13), Block Three (3) of District Lot Fourteen (14), Group One (1), Map 3047,
- (2) Lot "A" of part of Block Thirty-seven (37) of District Lot Thirteen (13), Group One (1), Map 4375,
- (3) Lot Two (2), Block Seventeen (17) of District Lot Thirteen (13), Group One (1), Map 3046,
- (4) North Half Block Sixteen (16) of District Lot Thirteen (13), Group One (1), Map 3046,

All in New Westminster District.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

1. The Grantor in consideration of the sum of Five Hundred and Fifty-five Dollars (\$555.00) 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:

A Two Hundred and Ninety-two One Thousandths (0.292) acre portion of said Lot Thirteen (13), a Sixty-four One Hundredths (0.64) acre portion of said Lot "A", a One and Fifty-one One Hundredths (1.51) acre portion of said Lot Two (2) and a Forty-two One Hundredths (0.42) acre portion of said North Half Block Sixteen (16), the said portions being shown outlined in red on Right of Way Plan No. 13186 deposited in the Land Registry Office at the City of New Westminster, Province aforesaid;

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 and 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 fee 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 hereto have caused these presents to be executed the day and year first above written.