

THE CORPORATION OF THE DISTRICT OF BURNABY

BY-LAW NO. 3440

A BY-LAW to authorize The Corporation of the District of Burnaby to grant easements over certain Corporation owned lands.

WHEREAS applications have been made to the Council for The Corporation of the District of Burnaby, for easements over certain lands within the Municipality of Burnaby.

AND WHEREAS The Corporation of the District of Burnaby is the owner in fee of certain lands hereinafter mentioned, through and over which the said easements or rights-of-way are required.

AND WHEREAS under the provisions of sub-section 204, of Section 58 of the Municipal Act, R. S. B. C. 1948, the Municipal Council is authorized to make and pass By-laws to dispose of lands.

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 unto the Greater Vancouver Water District and the British Columbia Electric Company Limited, their successors and assigns, full and free right and liberty to enter upon the lands as more particularly described in Schedules "A" and "B" respectively, attached to and forming part of this By-law, and to use the said lands for purposes as defined in the said Schedules; and to receive from the said Greater Vancouver Water District and British Columbia Electric Company Limited, the sums of One dollar (\$1.00) and Two hundred dollars (\$200.00) respectively.

2. That upon payment to the Corporation of the consideration named herein, a grant of easement in the form of said Schedules "A" and "B", be executed by the Reeve and Clerk, under the Seal of the Corporation and delivered to the Greater Vancouver Water District and the British Columbia Electric Company Limited.

3. This By-law may be cited as "BURNABY EASEMENT AUTHORIZATION BY-LAW NO. 1, 1954".

DONE AND PASSED in Open Council this Twenty-ninth (29th) day of March, A. D. 1954.

RECONSIDERED AND FINALLY PASSED this Fifth (5th) day of April, A. D. 1954.



Chas. MacSorley
R E E V E

Charles Brown

C L E R K

"SCHEDULE "A"

THIS INDENTURE made the _____ day of SCHEDULE "A"

A. D. 1954.

BETWEEN:

CORPORATION OF THE DISTRICT OF BURNABY
having an office at Municipal Hall,
1930 Kingsway, in the Municipality of
Burnaby, in the Province of British
Columbia,

(hereinafter called
"the Grantor")

OF THE FIRST PART

AND:

GREATER VANCOUVER WATER DISTRICT, a cor-
poration created by an Act of the Legis-
lature of the Province of British Columbia,
having its principal place of business at
the Sun Building at Pender and Beatty Streets
in the City of Vancouver, Province of British
Columbia,

(hereinafter called
"the Grantee")

OF THE SECOND PART

WHEREAS the Grantor is the registered owner of the
lands hereinafter particularly described;

AND WHEREAS the Grantee intends to construct a pipe
line through and across the said lands and has requested the Grantor
to grant to it an Easement or right-of-way for such pipe line
through and across the said lands;

AND WHEREAS the Grantor has agreed in consideration of
the sum of One (\$1.00) Dollar of lawful money of Canada now paid to
the Grantee to it to grant to the Grantee an Easement or right-of-
way through and across the said lands belonging to the Grantor for
the aforesaid purpose and in the manner hereinafter more particularly
expressed;

NOW THIS INDENTURE WITNESSETH that in pursuance of the
said agreement and in consideration of the sum of One (\$1.00) Dollar
of lawful money of Canada now paid by the Grantee to the Grantor (the
receipt whereof is by it hereby acknowledged) the Grantor doth hereby
grant unto the Grantee, its successors and assigns, full and free
right and liberty to enter upon and construct, maintain and operate
the said pipe line through and across the said lands and from time to

time to make all necessary repairs and alterations to the said pipe line and to renew, replace and remove the same and for such purposes to make excavations and construct works therein and thereon.

TO HOLD the easements and rights hereby granted unto the Grantee, its successors and assigns forever.

The lands covered by this Indenture are described as follows:

ALL AND SINGULAR that certain parcel or tract of land situate, lying and being in the Municipality of Burnaby, Province of British Columbia, and being composed of a portion of Block 42, of Part of District Lot 186, Group One, New Westminster District, which parcel may be more particularly described as follows:

COMMENCING at a point on the south boundary of Block 42, of Part of District Lot 186, Group One, New Westminster District, as shown on a map or plan deposited in the Land Registry Office in the City of New Westminster and numbered 3755, distant two hundred and forty and two tenths (240.2) feet westerly from the south east corner of said Block 42 and measured along the south boundary thereof; thence north forty-seven (47) minutes east astronomic four hundred and nine and two tenths (409.2) feet more or less to intersection with the north boundary of said Block 42, said north boundary being the southerly limit of the Canadian Pacific Railway Company's right-of-way, said point of intersection being one hundred and seven and nine tenths (107.9) feet westerly from the north west corner of a certain easement granted to the Greater Vancouver Water District numbered 104736C, and measured along the said north boundary of Block 42; thence south eighty-seven (87) degrees and twenty-two (22) minutes west astronomic following along the said north boundary of Block 42, thirty and five one-hundredths (30.05) feet; thence south forty-seven (47) minutes west astronomic four hundred and seven and four tenths (407.4) feet more or less to intersection with the south boundary of said Block 42, said boundary being the northerly limit of Montrose Street in the Municipality of Burnaby; thence south eighty-nine (89) degrees and thirteen (13) minutes east astronomic following along the said south boundary of Block 42, thirty (30) feet more or less to the point of commencement containing twenty-eight one hundredths (0.28) of an acre be the same more or less and shown outlined in red on the map or plan hereto annexed.

The Grantee hereby agrees that it will repair and leave the surface of the said parcel disturbed by construction of the said pipe line in a neat and tidy condition.

AND THE Grantee further agrees that it will at its own expense, upon request by the Grantor, lower the grade of such portion of the said pipeline as may be necessary to avoid

interference with the development as a Park of the area traversed by the said pipeline.

IN WITNESS WHEREOF the corporate seals of the Grantor and the Grantee have been hereunto affixed by the hands of their respective proper officers on the day and year first above written.

The Corporate Seal of Corporation of)
the District of Burnaby was hereunto)
affixed in the presence of:)

The Corporate Seal of Greater Vancouver Water District was hereunto affixed)
fixed in the presence of:)

T H I S I N D E N T U R E is made the
day of 1954.

BETWEEN:

CORPORATION OF THE DISTRICT OF BURNABY,
a Municipal Corporation, of 1930 Kingsway,
South Burnaby, Province of British Columbia,

(hereinafter called "the Grantor").

OF THE FIRST PART

AND

BRITISH COLUMBIA ELECTRIC COMPANY LIMITED
of 425 Carrall Street, in the City of Van-
couver, 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: Lot "C" of Block One (1) of Blocks One (1) and Two (2) of Lot Seventy-three (73), Group One (1), Map Four Thousand Three Hundred and twenty-six (4326); Lot Four (4) of Block Sixteen (16) of Lot Seventy-nine (79), Group One (1), Map Five Hundred and Thirty-six (536); AND Lot Three (3) of Block Seventeen (17) of Lot Seventy-nine (79), Group One (1) (Except portions lettered "A", "B" and "C" on Sketches 4296, 4388 and 4389) Map One Thousand Three Hundred and Eighty-six (1386), New Westminster District.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

1. The Grantor in consideration of the sum of

Dollars

(\$) 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, cross arms, 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:

An 0.193 acre portion of said Lot "C" as shown outlined red on Right-of-way Plan Number Thirteen Thousand Three Hundred and Fifty-eight (13358) an 0.018 acre portion of said Lot Four (4) and an 0.498 acre portion of said Lot Three (3) as shown outlined Red on Right-of-way Plan Number Fourteen Thousand One Hundred and Eighty-two (14,182) said Right-of-Way Plans 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 and 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.

WITNESS:

