

THE CORPORATION OF THE DISTRICT OF BURNABY

BY-LAW NO. 3649

A BY-LAW to authorize the granting of certain easements to the British Columbia Electric Company Limited.

WHEREAS The Corporation of the District of Burnaby by Indenture dated the 6th day of June, 1955 did grant unto British Columbia Electric Company Limited certain easement rights over those portions of Lots Sixteen (16) to Nineteen (19), both inclusive, Block Two (2), Lots Twelve (12) to Fifteen (15) and Twenty (20) to Twenty-three (23), all inclusive, Block Three (3), Lots Eight (8) to Eleven (11) and Twenty-three (23) to Twenty-five (25), all inclusive, Block Four (4) of Lot Ten (10), Group One (1), Plan 3054, as shown outlined red on Right of Way Plan Number 10438, New Westminster District (a copy of said Indenture being hereto attached and marked with the letter 'A').

AND WHEREAS the Reeve and Clerk did execute the said Indenture on behalf of the Corporation signing the same and affixing the corporate seal thereto.

AND WHEREAS The Corporation of the District of Burnaby jointly with Lake-City Industrial Corporation Ltd. by Indenture dated the 6th day of June, 1955 did grant unto British Columbia Electric Company Limited certain easement rights over those portions of Block Fourteen (14), District Lot Six (6), Plan 748, Lots Fifteen (15) and Twenty (20), Block Two (2), Lots Eleven (11), Sixteen (16), Nineteen (19), and Twenty-four (24), Block Three (3) of District Lot Ten (10), Group One (1), Plan 3054 as shown outlined red on Right of Way Plan Number 10438, New Westminster District (a copy of said Indenture being hereto attached and marked with the letter 'B').

AND WHEREAS the Reeve and Clerk did execute the said Indenture on behalf of the Corporation signing the same and affixing the corporate seal thereto.

NOW THEREFORE the Municipal Council of The Corporation of the District of Burnaby in open meeting assembled ENACTS as follows:

1. The Municipal Council of the Corporation of the District of Burnaby does hereby ratify and confirm the said Indenture of easement dated the 6th day of June, 1955 attached hereto and marked with the letter 'A', and the said Indenture of easement dated the 6th day of June, 1955 attached hereto and marked with the letter 'B' and declare the same to be valid and binding upon The Corporation of the District of Burnaby.
2. This By-law may be cited as "BRITISH COLUMBIA ELECTRIC COMPANY LIMITED EASEMENT AUTHORIZATION BY-LAW NO. 1, 1955".

DONE AND PASSED in Open Council this Seventeenth (17th) day of October, 1955.

RECONSIDERED AND FINALLY PASSED this Twenty-fourth (24th) day of October, 1955.



*Chas. MacSorley*  
REEVE.  
*Alfred B. Brown*  
CLERK.

A

THIS INDENTURE is made the Sixth day of  
June, 1955.

BETWEEN:

THE 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, in the 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 Municipi-  
pality of Burnaby, in the Province of British Columbia,  
and more particularly known and described as those portions  
of Lots Sixteen (16) to Nineteen (19), both inclusive,  
Block Two (2), Lots Twelve (12) to Fifteen (15) and Twenty  
(20) to Twenty-three (23), all inclusive, Block Three (3),  
Lots Eight (8) to Eleven (11) and Twenty-three (23) to  
Twenty-five (25), all inclusive, Block Four (4) of Lot  
Ten (10), Group One (1), Plan 3054, as shown outlined red  
on Right of Way Plan Number 10438, New Westminster District,

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

1. The Grantor for good and valuable consideration  
now paid to the Grantor by the Grantee (the receipt of which  
is hereby acknowledged) 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 the land; secondly, to clear the land; thirdly, at all times to pass and repass along, over and upon the land for any of the purposes aforesaid, and fourthly, 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 it 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 land without the written consent of the Grantee.

(b) That it the Grantor will not plant, make, place or maintain any growth, excavation, pile of material or obstruction on the land 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 it 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 it 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 land 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 land, the title to such timber shall pass to and be vested in the Grantee for its own use absolutely.

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

(a) That the Grantee shall not, in the absence of negligence on its part, be obliged to compensate the Grantor in respect of any damage caused to the land by the Grantee in the exercise of its rights hereunder.

(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 or 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.

The Corporate Seal of THE  
CORPORATION OF THE DISTRICT  
OF BURNABY WAS AFFIXED HERETO  
in the presence of:

"Seal"

"Chas. MacSorley"  
Reeve

"Charles B. Brown"  
Clerk

THIS INDENTURE is made the Sixth day of  
June, 1955.

BETWEEN:

THE CORPORATION OF THE DISTRICT  
OF BURNABY, and LAKE-CITY INDUSTRIAL  
CORPORATION LTD., a body corporate,  
having its registered office at 3733  
Kingsway, in the Municipality of 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 Vancouver, Province  
aforesaid,  
(hereinafter called "the Grantee")

OF THE SECOND PART

WHEREAS:

A. The Corporation of the District of Burnaby aforesaid 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 those portions of Block Fourteen (14), District Lot Six (6), Plan 748, Lots Fifteen (15) and Twenty (20), Block Two (2), Lots Eleven (11), Sixteen (16), Nineteen (19) and Twenty-four (24), Block Three (3) of District Lot Ten (10), Group One (1), Plan 3054 as shown outlined red on Right of Way Plan Number 10438, New Westminster District.

B. Lake-City Industrial Corporation Ltd. aforesaid is the holder of a right to purchase, inter alia, the land by virtue of an assignment of an Agreement for Sale dated the 8th day of December, 1953, and registered in the Land Registry Office at New Westminster under Charge Number 166037-C.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

1. The Grantor for good and valuable consideration now paid to the Grantor by the Grantee (the receipt of which is hereby acknowledged) 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 the land; secondly, to clear the land; thirdly, at all times to pass and repass along, over and upon the land for any of the purposes aforesaid; and fourthly, 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 it 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 land without the written consent of the Grantee.

(b) That it the Grantor will not plant, make, place or maintain any growth, excavation, pile of material or obstruction on the land 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 it 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 it 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 land 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 land, the title to such timber shall pass to and be vested in the Grantee for its own use absolutely.

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

(a) That the Grantee shall not, in the absence of negligence on its part, be obliged to compensate the Grantor in respect of any damage caused to the land by the Grantee in the exercise of its rights hereunder.

(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.

The Corporate Seal of THE )  
CORPORATION OF THE DISTRICT )  
OF BURNABY was affixed hereto )  
in the presence of: )

"Chas. MacSorley"  
Reeve

"Seal "

"Charles B. Brown"  
Clerk

The Common Seal of LAKE-CITY )  
INDUSTRIAL CORPORATION LTD. )  
was affixed hereto in the )  
presence of: )