

THE CORPORATION OF THE DISTRICT OF BURNABY

BY-LAW NO. 7268

A BY-LAW to expropriate a right-of-way for sewerage purposes.

WHEREAS Council deems it necessary and in the public interest to expropriate for sewerage purposes the right-of-way hereinafter described.

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

1. This By-law may be cited as "BURNABY EXPROPRIATION BY-LAW NO. 5, 1978".
2. The Council is hereby authorized and empowered by its servants and agents for the purpose of collecting, conveying and disposing of sewage to expropriate, enter upon, break up, take, enter into possession of and use without the consent of the owners of the real property but subject to Division (4) of Part XII of the Municipal Act, a right-of-way in the form hereunto annexed and made part of this By-law more particularly described as that portion of Lot 52 of District Lot 125, Group 1, Plan 40897, New Westminster District, shown outlined in red on right-of-way plan deposited Number 53044.
3. Council is further authorized and empowered by its servants and agents to enter upon any real property which may be injuriously affected by the exercise of the aforesaid power for the purpose of executing any works of construction, maintenance and repair in mitigation of injuries done or apprehended or in reduction of compensation.
4. This By-law shall, before coming into effect, be published once in the B. C. Gazette and in a newspaper published

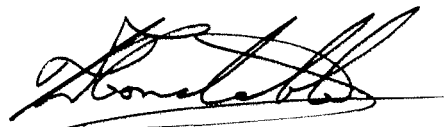
or circulating in the Municipality of Burnaby and a certified copy of the By-law shall be filed in the Land Registry Office in the City of New Westminster, Province of British Columbia.

Read a first time this 23rd day of October, 1978.

Read a second time this 23rd day of October, 1978.

Read a third time this 23rd day of October, 1978.

Reconsidered and adopted this 30th day of October, 1978.



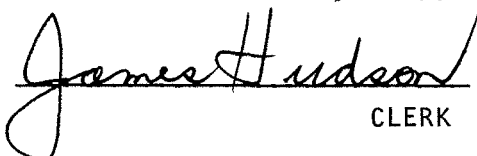
M A Y O R



C L E R K

CERTIFIED A TRUE COPY THIS

31st DAY OF October, 1978



C L E R K

THIS INDENTURE made and entered into this
day of _____, 19 .

BETWEEN:

(hereinafter called the "Grantor")

OF THE FIRST PART

A N D:

THE CORPORATION OF THE DISTRICT OF BURNABY

(hereinafter called the "Grantee")

OF THE SECOND PART

WHEREAS the Grantor is the owner in fee simple,
subject however, to such encumbrances, liens and interests as
are notified by memorandum underwritten, of ALL AND SINGULAR
that certain parcel or tract of land and premises (hereinafter
called "the said lands") situate, lying and being in the
Municipality of Burnaby, in the Province of British Columbia,
and more particularly known and described as

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Grantor, in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration, now paid by the Grantee to the Grantor (the receipt of which is hereby acknowledged) and the covenants of the Grantee herein contained, hereby grants and conveys unto the Grantee in fee simple the full, free and uninterrupted right, liberty, right-of-way and easement for the Grantee, its servants, employees, agents and all others the licensees of the Grantee, from time to time and at all times first to enter, use, labour, go, return, pass and repass along, over and upon all that portion (hereinafter called "the right-of-way") of the said lands more particularly known and described as follows:

secondly, to dig up and remove the soil thereof, and to lay down, construct, install, operate, maintain, cover with soil, alter, relocate, enlarge, remove, repair, renew, inspect and replace over, through, under and upon the right-of-way sewers, manholes, pipes, culverts, retaining walls, wing walls, or any of them, with all necessary attachments and fittings (all of which are hereinafter collectively called "the said works") for the purpose of collecting, conveying or disposing of sewage; thirdly, to pass and repass, with or without materials, supplies, vehicles or equipment along, over and upon the said lands for any of the purposes aforesaid; fourthly, generally to do all acts necessary or incidental to the business of the Grantee in connection with the foregoing.

2. The Grantor covenants and agrees with the Grantee:

(a) That the Grantor will not, upon, over or under the right-of-way, without first obtaining the written consent of the Grantee, excavate, drill, install, erect, maintain or permit to be excavated, drilled, installed, erected or maintained any obstruction, pit, well, foundation, pile of material, embankment, fill, pavement, building or other structure or installation, or diminish or add to the ground cover;

(b) That the Grantor will not do or permit to be done any act or thing which will interfere with or injure the said works or any part thereof, or impair the operating efficiency thereof, or will obstruct access by the Grantee's servants, employees, agents, licensees, materials, supplies, vehicles or equipment to the said works or any part thereof, and will not carry out blasting on or adjacent to the right-of-way;

(c) That 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 rights, liberties, rights-of-way and easements hereby granted;

(d) That the Grantee, performing and observing the terms, covenants and conditions on its part to be performed and observed shall and may peaceably hold and enjoy the rights, liberties, rights-of-way and easements hereby granted without hindrance, molestation or interruption on the part of the Grantor or of any person, firm or corporation claiming by, through, under or in trust for, the Grantor;

(e) That the said works installed by the Grantee over, through, under and upon the right-of-way shall at all times remain the property of the Grantee, any rule at law to the contrary notwithstanding.

3. The Grantee covenants and agrees with the Grantor that the Grantee will do all works and things hereby authorized to be done by the Grantee over, through, under and upon the right-of-way in a good and workmanlike manner and so as to cause no unnecessary damage or disturbance to the right-of-way or to any improvements thereon.

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

(a) That notwithstanding anything herein contained there are hereby reserved to the Grantee all its rights and powers of expropriation or other powers reserved to the Grantee or enjoyed by it, by or under any Act of the Legislature of the Province of British Columbia;

(b) That this Indenture shall be construed as running with the land, that no part of the fee of the soil thereof shall pass to or be vested in the Grantee under or by these presents and that the Grantor may fully use and enjoy the right-of-way subject only to the rights and restrictions herein provided;

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

(d) That wherever the singular or masculine are used in this Indenture they shall be construed as meaning the plural or

feminine or body corporate where the context or the parties hereto so require.

IN WITNESS WHEREOF the parties hereto have caused this Indenture to be executed as of the day and year first above written.

Signed, Sealed and Delivered by :
the Grantor in the presence of: :

Name of Witness :

Address of Witness :

Address of Witness :

Occupation :

The Corporate Seal of the Grantor :
was hereunto affixed in the :
presence of: :

The Corporate Seal of the Grantee :
was hereunto affixed in the :
presence of: :

MAYOR :

CLERK :