

THE CORPORATION OF THE DISTRICT OF BURNABY

BY-LAW NO. 7323

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

WHEREAS Council may improve, extend or alter any existing drainage system and acquire all appliances, equipment, materials, real property, easements and rights-of-way required therefor.

AND WHEREAS Council may by by-law expropriate, break up, take or enter into possession of and use any real or personal property within or without the municipality in any way necessary or convenient for the said purpose without the consent of the owners of the real or personal property but subject to Division (4) of Part XII of the Municipal Act.

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. 1, 1979".
2. Council is hereby authorized and empowered without the consent of the owners of the real property but subject to Division (4) of Part XII of the Municipal Act to expropriate, break up, take, enter into possession of and use a right-of-way in the form hereunto annexed and made part of this by-law for the purpose of improving, extending and altering an existing drainage system. The said right-of-way is more particularly described as that portion of Lot 3, Block 3 of District Lots 6, 8 and 56, Group 1, Plan 17068, New Westminster District, shown outlined in red on plan deposited Number 56962 and containing by admeasurement 79 square metres, more or less.
3. 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, in the Province of British Columbia.

4. A certified copy of this by-law shall be filed in the Land Registry Office at the City of New Westminster, in the Province of British Columbia.

Read a first time this 18th day of June, 1979.

Read a second time this 18th day of June, 1979.

Read a third time this 18th day of June, 1979.

Reconsidered and adopted this 25th day of June, 1979.



A handwritten signature in black ink, appearing to read "Honorable", written over a horizontal line.

MAYOR

A handwritten signature in black ink that reads "James Hudson".

CLERK

THIS INDENTURE made and entered into
this day of 19

BETWEEN:

(hereinafter called the "Grantor")

OF THE FIRST PART

AND:

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 INDENTURE 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

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 drains, ditches, 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 conveying, draining or disposing of surface or storm water; 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 :

ACKNOWLEDGMENT OF OFFICER OF A CORPORATION

I HEREBY CERTIFY that, on the _____ day of _____, 19____, at _____, in the Province of British Columbia, (whose identity has been proved by the evidence on oath of _____), who is personally known to me, appeared before me and acknowledged to me that he is the _____ of _____, and that he is the person who subscribed his name to the annexed instrument as _____ of the said Corporation and affixed the seal of the said Corporation to the said instrument, that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of British Columbia.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at _____, in the Province of British Columbia, this _____ day of _____, 19____.

A Notary Public in and for the Province of British Columbia.
A Commissioner for taking affidavits for British Columbia.

STATUTORY DECLARATION OF ATTORNEY

I, _____ of the _____, in the Province of British Columbia,
DO SOLEMNLY DECLARE:

1. That I am the attorney for _____
2. That I am the person who subscribed the name of _____ in the annexed instrument as the Maker thereof.
3. That at the time of the execution of the said instrument the power of attorney had not been revoked by or on behalf of _____ and I have not received any notice or information of the death, disability, or bankruptcy of _____
(Or if the donor of the power is a corporation, substitute for 3 (ante))----
3. That at the time of the execution of the said instrument the power of attorney had not been revoked by or on behalf of _____ and had not received any notice or information of the bankruptcy or dissolution of _____
4. That I know the contents of the said instrument and subscribed the name of the said _____ thereto voluntarily as the free act and deed of the said _____

AND I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the "Canada Evidence Act".

Declared before me at _____
in the Province of _____
this _____ day of _____, 19____.

A Notary Public in and for the Province of British Columbia.
A Commissioner for taking affidavits for British Columbia.

FOR THE SECRETARY (OR OTHER OFFICER) OF A CORPORATION

I HEREBY CERTIFY that, on the _____ day of _____, 19____, at _____, in the Province of British Columbia, (Whose identity has been proved by the evidence on _____, who is) personally known to me, oath of _____ (State Full Name, Address and Occupation) appeared before me and acknowledged to me that he is the _____ of _____ and that he is the person _____ of the said _____ and affixed the seal of the _____ to the said Instrument, who subscribed his name to the annexed instrument as _____ that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said Instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of British Columbia.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office at _____ in the Province of British Columbia, this _____ day of _____, 19____.

..... A Notary Public in and for the Province of British Columbia A Commissioner for taking affidavits for British Columbia

NOTE—Where the person making the acknowledgment is personally known to the Officer taking the same, strike out the words in brackets.

Legal Department
The Corporation of the
District of Burnaby
4949 Canada Way
Burnaby, B.C.
V5G 1M2

Dated _____ 19____

AFFIDAVIT OF WITNESS

PROVINCE OF BRITISH COLUMBIA

I, _____ of the _____ in the Province of British Columbia make affidavit:

- 1. I was personally present and did see the within instrument duly signed and executed by _____ the part _____ thereto, for the purposes named therein.
- 2. The said instrument was executed at _____
- 3. I know the said part _____, and that _____ of the full age of nineteen years
- 4. I am subscribing witness to the said instrument and am of the full age of sixteen years.

Sworn before me at _____ in the Province of British Columbia, this _____ day of _____, 19____.

..... A Notary Public in and for the Province of British Columbia A Commissioner for taking affidavits for British Columbia

FOR MAKER

I HEREBY CERTIFY that, on the _____ day of _____, 19____, at _____, in the _____ (whose identity has been proved by the evidence on _____, who is) personally known to me, appeared oath of _____ (State Full Name, Address and Occupation) before me and acknowledged to me that _____ the person _____ mentioned in the annexed instrument as the maker thereof, and whose name _____ subscribed thereto as part _____, that _____ know _____ the contents thereof, and that _____ executed the same voluntarily, and _____ of the full age of nineteen years.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at _____ in the Province of British Columbia, this _____ day of _____, 19____.

..... A Notary Public in and for the Province of British Columbia A Commissioner for taking affidavits for British Columbia

NOTE—Where the person making the acknowledgment is personally known to the Officer taking the same, strike out the words in brackets.