

ITEM 12
MANAGER'S REPORT NO. 6
COUNCIL MEETING Feb. 2/76

Re: LETTER FROM MacMILLAN BLOEDEL LIMITED THAT APPEARED ON THE
AGENDA FOR THE JANUARY 26, 1976, MEETING OF COUNCIL (ITEM 4d)
EASEMENT AGREEMENT

Appearing on last week's Agenda was a letter dated January 13, 1976 from J. Kobilan of MacMillan Bloedel Limited's Properties Division regarding an easement agreement. Following is a report from the Director of Planning on this matter.

RECOMMENDATION:

1. THAT the easement agreement with MacMillan Bloedel Ltd. be terminated on April 30, 1976 as requested subject to that company providing the Municipality with a letter of undertaking that it will remove the overhead pipe from the subject easement area at their sole expense as soon as the labour situation permits or when required by the Municipality, whichever occurs first.

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PLANNING DEPARTMENT
JANUARY 29, 1976

TO: MUNICIPAL MANAGER
FROM: DIRECTOR OF PLANNING
RE: MacMILLAN BLOEDEL LTD. EASEMENT AGREEMENT

Appearing on the Council agenda of January 26, 1976 was a letter dated January 13, 1976 from MacMillan Bloedel Ltd. requesting termination of an easement granted by the Municipality which permitted that company to construct and maintain an overhead pipe across Boundary Road in the Big Bend area of the Municipality.

Under terms 6 and 7 of the agreement executed on April 6, 1975 (see attached), it is the responsibility of MacMillan Bloedel Ltd. to assume all costs associated with the removal of the overhead pipe works. Following termination of the lease, it would be necessary for MacMillan Bloedel Ltd. to remove the overhead pipe within three months, or by August 1, 1976. However, due to present labour problems being experienced at the site, it may not be possible for the company to meet this deadline. In view of the extenuating circumstances, this department would have no objection to the termination of the lease on April 30, 1976 subject to MacMillan Bloedel providing the Municipality with a letter of undertaking that it will remove the overhead pipe from the subject easement area at their sole expense as soon as the labour situation permits or when required by the Municipality, whichever occurs first. The Land Agent agrees with this position.


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RECOMMENDATION

THAT the easement agreement with MacMillan Bloedel Ltd. be terminated on April 30, 1976 as requested subject to that company providing the Municipality with a letter of undertaking that it will remove the overhead pipe from the subject easement area at their sole expense as soon as the labour situation permits or when required by the Municipality, whichever occurs first.



A. L. Parr
DIRECTOR OF PLANNING

JSB:cw
Att.

cc: Land Agent
Municipal Solicitor

THIS AGREEMENT made the 6th day of April, 1965.

BETWEEN:

THE CORPORATION OF THE DISTRICT OF BURNABY

(hereinafter called "the Corporation")

OF THE FIRST PART

AND:

MacMILLAN, BLOEDEL, & POWELL RIVER INDUSTRIES
(ALBERNI) LTD.

(hereinafter called "the Company")

OF THE SECOND PART

WHEREAS:

A. The Easterly boundary of the City of Vancouver and the Westerly boundary of the Municipality of Burnaby are located on Boundary Road.

B. The Company is the registered owner of that certain parcel or tract of land and premises (hereinafter called "Land "A"") situate, lying and being in the Municipality of Burnaby, in the Province of British Columbia, and more particularly known and described as the Remainder of Lot One Hundred and Sixty-one (161), Group One (1), New Westminster District.

C. The Company is the registered owner of that certain parcel or tract of land and premises (hereinafter called "Land "B"") situate, lying and being in the City of Vancouver, Province aforesaid, and more particularly known and described as Lot "B", Blocks Twenty-four (24) to Twenty-nine (29), District Lot Three Hundred and Thirty-one (331), Group One (1), New Westminster District, Plan 1477.

D. The Company desires to construct, install, operate and maintain two 8" pipes and an 11" duct across Boundary Road from Land "A" to Land "B".

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

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this Agreement.

2. The Corporation, so far as it legally can but not otherwise, in consideration of the annual sum of One Hundred and Eighteen Dollars and Fifty Cents (\$118.50), to be paid to the Corporation by the Company and the covenants of the Company herein contained, hereby grants unto the Company the license, permission and privilege for the Company, its servants, employees, agents and all others the licensees of the Company from time to time to construct, erect, operate and maintain two 8" pipes and an 11" duct (hereinafter called "the works") 40' above the said Boundary Road and across the Easterly 33' of the said Boundary Road, as set out and shown on MacMillan, Bloodel and Powell River, Limited, Drawing No. E-9-138, attached hereto and as further set out and shown on the drawings mentioned in paragraph One hereof, for the purpose of conveying wood chips and wood chip material and disposing of waste.

3. The Company shall on the 1st day of May, 1965, and on the 1st day of May in each year thereafter during the continuance of this Agreement pay the Corporation the sum of One Hundred and Eighteen Dollars and Fifty Cents (\$118.50).

4. The Company shall construct, erect, operate and maintain the works in accordance with all requirements of both the Municipal Engineer and the Chief Building Inspector of the Corporation.

5. The Company shall observe and abide by all laws, by-laws and regulations of the Corporation which in any manner relate to or affect the construction, erection, operation or maintenance of the works.

6. The Company will at all times indemnify the Corporation against any loss, liability or damage which the Corporation may suffer, be at or be put to as a result of or by reason of any damage, injury or death caused to any person or property arising in any manner whatsoever out of the Company's

exercise of its rights aforesaid. ✓

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6. In the event that the Corporation shall, at any time, give to the Company three months notice in writing requiring the Company to remove the works from across the said Boundary Road, then in such event the Company shall within such period of three months and at the sole risk and expense of the Company, remove the works from across the said Boundary Road and upon the expiry of such period the rights and liberties hereby granted shall terminate.

7. In the event that the Company ceases to use the works for the aforesaid purpose or upon termination of this Agreement as herein provided or for any reason whatsoever, the Company shall forthwith, at the sole risk and expense of the Company, remove the works, but, if the Company should fail so to do within three months from the time of receiving notice of termination from the Corporation, then the Corporation may remove the works at the risk of the Company, and all cost and expense of such removal and the restoration of said Boundary Road shall be paid to the Corporation by the Company upon demand.

8. Wherever the singular or masculine are used in this Agreement the same shall be construed as meaning the plural or the feminine or body corporate or politic where the context or the parties hereto so require.

9. This Agreement shall enure to the benefit of and be binding upon the successors and assigns of the Corporation and the Company.

IN WITNESS WHEREOF the parties hereto have caused their respective corporate seals to be affixed under the hands of their proper officers duly authorized in that behalf

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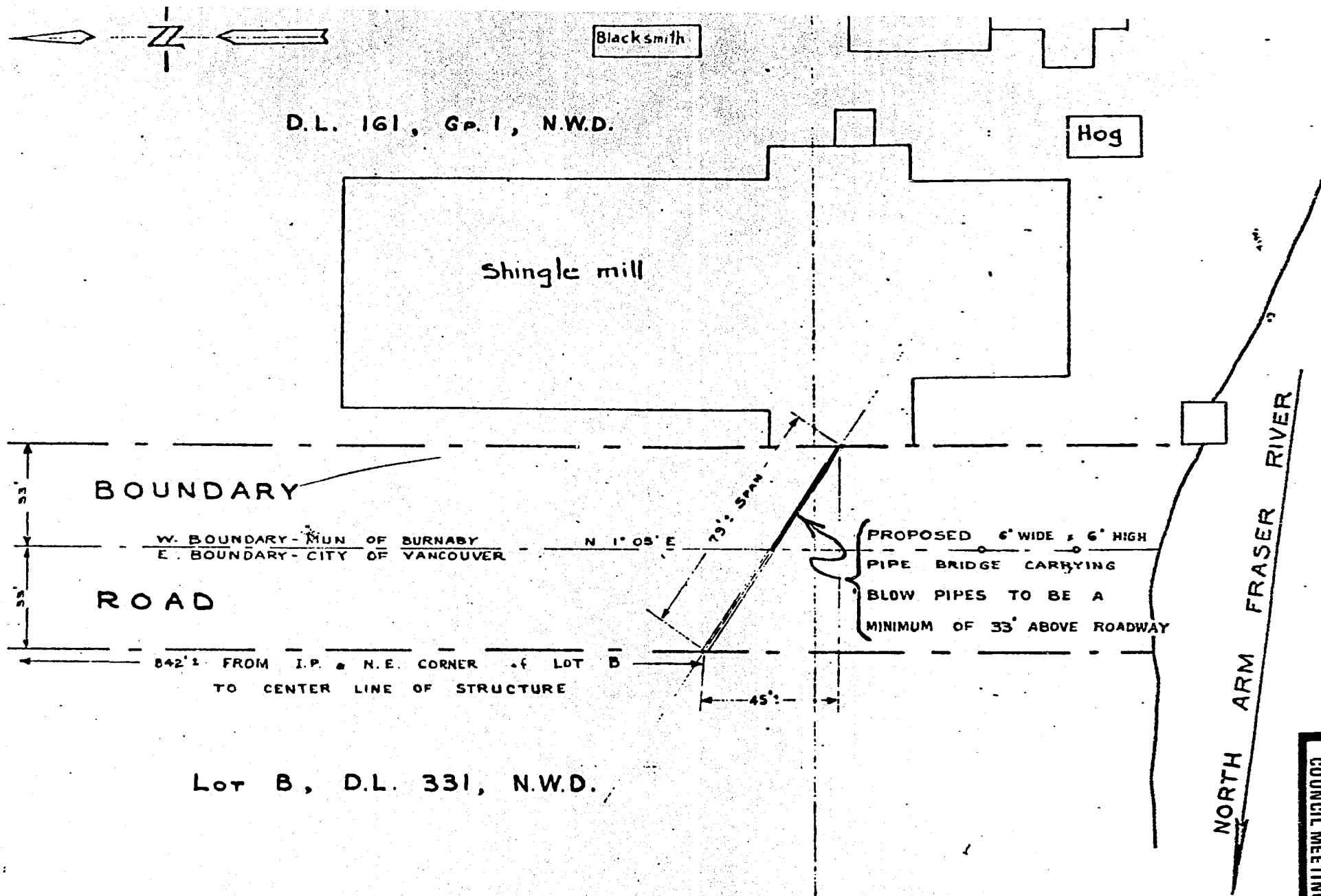
as of the day and year first above written.

The Corporate Seal of MacMillan, Bloedel
& Powell River Industries (Alberni) Ltd.,
was hereunto affixed in the presence of:

[Signature]
[Signature]

The Corporate Seal of The Corporation of
the District of Burnaby was hereunto af-
fixed in the presence of:

[Signature]
REEVE
[Signature]
CLERK



D.L. 161, Gr. 1, N.W.D.

Blacksmith

Hog

Shingle mill

BOUNDARY

ROAD

W. BOUNDARY - MUN. OF BURNABY
E. BOUNDARY - CITY OF VANCOUVER

PROPOSED 6' WIDE x 6' HIGH
PIPE BRIDGE CARRYING
BLOW PIPES TO BE A
MINIMUM OF 33' ABOVE ROADWAY

842' FROM I.P. & N.E. CORNER OF LOT B
TO CENTER LINE OF STRUCTURE

Lot B, D.L. 331, N.W.D.

NORTH ARM FRASER RIVER

STREET AREA OCCUPIED FROM CITY OF VANCOUVER 237 ft.²
STREET AREA OCCUPIED FROM MUNICIPALITY OF BURNABY 237 ft.²

MACMILLAN, BLOEDEL AND POWELL RIVER LIMITED.
TIMBERLANDS AND PROPERTIES DIV.

SKETCH ILLUSTRATING
OVERHEAD PIPELINE CROSSING

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