

Re: ACQUISITION OF AN EASEMENT
2812 DOUGLAS ROAD

Staff as the result of a resolution adopted on January 10, 1977 has authority to acquire in 1977 all easements that are required for municipal purposes when the cost does not exceed 100.00. The subject easement is being referred to Council for consideration because the negotiated cost of acquisition is \$200.00.

By way of background, the easement is required for a 10" drainage pipe that has been installed by the owner and is connected to the municipality's drainage system. We actually supplied the pipe because of the nature of the circumstances but we did not supervise its installation. The owner wanted to install it to accommodate drainage from property to the south of his. The pipe is located in the Greater Vancouver Sewerage and Drainage District's easement on the east boundary of the property. We also have a covenant registered against this property to prohibit construction on the easterly portion of the property.

There is argument as to whether or not this pipe will take drainage contributed by the municipality and therefore whether or not we have some responsibility for it. Certainly, the preferable situation now is to have the pipe as part of our system. If this happens then, of course, we would accept the responsibility for the maintenance of the pipe.

Council may recall the fact that a Mr. Pavan, who at that time, owned the property to the south at the corner of Regent and Douglas and which property contributes to the drainage, protested a rezoning prerequisite to install a storm sewer leading from his property to Norland. Subsequently he made an arrangement to install a pipe across the Landon Leasing property and through an unopened road allowance to the north boundary of his property. For this reason we would be well advised to acquire the subject easement.

While we are almost always successful in obtaining easements for nominal sums, the Municipal Manager has had to become personally involved for a multitude of reasons in attempting to conclude this matter. Mr. McConnachie of Landon Leasing feels that the \$200 is required in this case to recover his expenses related to time spent on this matter by both himself and his solicitor. Under the circumstances, the request for compensation does not appear to be unreasonable.

A copy of the easement document negotiated is attached.

RECOMMENDATION:

1. THAT the subject easement be acquired for \$200.

* * * * *

THIS AGREEMENT made this 7th day of March, 1977.

BETWEEN:

LANDON LEASING LTD., a body corporate,
having an office at 97 North Renfrew Street,
in the City of Vancouver, in the Province
of British Columbia,

(hereinafter called the "Grantor")

OF THE FIRST PART

A N D:

THE CORPORATION OF THE DISTRICT OF BURNABY,
4949 Canada Way, in the Municipality of
Burnaby, in the Province of British Columbia,

(hereinafter called the "Grantee")

OF THE SECOND PART

WHEREAS the Grantor is the registered owner of those
lands and premises situate, lying and being in the Municipality
of Burnaby, in the Province of British Columbia, more particularly
known and described as all that portion of Parcel "B" (Reference
Plan 6223) of Block 14 of District Lot 74, Group 1, Plan 2603,
which lies to the South of part shown as road on Plan 4147, New
Westminster District (hereinafter called the "said lands").

AND WHEREAS the Grantee has requested the Grantor to
grant to it a right-of-way for a 10" storm sewer (hereinafter
called the "said storm sewer") through, under and across that
portion of the said lands more particularly hereinafter described.

AND WHEREAS the Grantor has agreed to grant to the
Grantee in perpetuity the said right-of-way for the aforesaid
purpose subject to the terms and conditions hereinafter set forth,
and subject to the priority of existing encumbrances.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of Two Hundred (\$200.00) Dollars now paid by the Grantee to the Grantor, the receipt whereof is hereby acknowledged, and the covenants of the Grantee herein contained, the Grantor hereby grants unto the Grantee in perpetuity the right and liberty to enter upon that portion of the said lands described as the east 10 feet thereof, the said 10 feet being measured perpendicularly to the east boundary thereof (hereinafter called the "said right-of-way"), and therein and thereon to maintain, operate, repair, alter, remove and replace the said storm sewer, including appurtenances and connections thereto and for such purposes to make excavations and construct works therein and thereon.

IT IS HEREBY UNDERSTOOD AND AGREED by and between the parties hereto as follows:

1. The Grantor will not interfere with the proper operation of the said storm sewer or knowingly do or permit any act causing damage thereto, provided however that the Grantor shall not be liable for damage to the said storm sewer resulting from the right-of-way being used by the Grantor for vehicle parking.
2. The Grantee, so far as it may be legally liable, covenants to maintain in good and safe repair the said right-of-way and the remainder of the said lands and improvements thereon which may be damaged by the presence, construction, maintenance or operation of the said storm sewer.
3. The expressions "Grantor" and "Grantee" herein contained shall be deemed to include the successors and assigns of such parties wherever the context so admits.

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4. This Agreement 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.

IN WITNESS WHEREOF the Grantor and Grantee have hereunto affixed their corporate seals in the presence of their proper officers duly authorized in that behalf as of the day and year first above written.

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