

VILLAGE OF LIONS BAY

BY-LAW NO. 127

Easement over Portion of Village Land

Whereas under Section 539 (1) of the Municipal Act the Council of the Village of Lions Bay may grant an easement or right-of-way over real property owned by the Municipality.

The Council of the Village of Lions Bay in open meeting assembled hereby grants to the owner of Lot 62, Block 7, D.L. 6748, Plan 14024, an easement for the purpose of constructing, operating and maintaining thereon a sewer line to serve the above mentioned lot, over that part of Lot 48, Block "B", D.L. 1575, Plan 18530, Group 1, New Westminster District, shown outlined on the Explanatory Plan dated May 29, 1984 attached to and forming part of the agreement.

The form of the agreement per Schedule A is hereby attached and made part of this By-law.

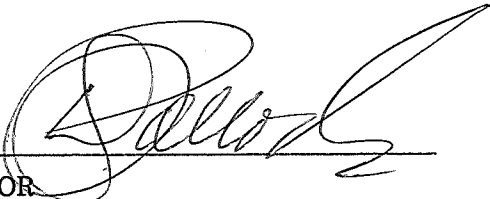
The Mayor and Clerk are hereby authorized to execute all necessary documents pertaining to this By-law.

READ A FIRST TIME this 4th day of June, 1984.

READ A SECOND TIME this 4th day of June, 1984.

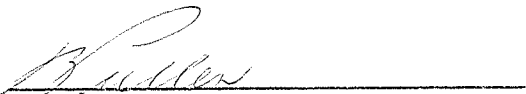
READ A THIRD TIME this 4th day of June, 1984.

RECONSIDERED and FINALLY PASSED and ADOPTED by 2/3 rds MAJORITY of COUNCIL this 6th DAY of June, 1984.

  
MAYOR

  
CLERK

Certified a true copy of  
By-Law No. 127, as  
adopted.

  
Clerk

A true copy of By-Law No. 127  
registered in the office of the Inspector  
of Municipalities this 26th day of  
June 1984

  
Inspector of Municipalities

FORM 17

NATURE OF INTEREST: Charge

HEREWITH FEES OF:

NATURE OF CHARGE: Easement

FULL NAME, ADDRESS TELEPHONE  
NUMBER OF PERSON PRESENTING  
APPLICATION:

ADDRESS OF PERSON ENTITLED TO  
BE REGISTERED IF DIFFERENT FROM  
THAT SHOWN IN INSTRUMENT:

TRUE VALUE: \$ \_\_\_\_\_

\_\_\_\_\_  
Signature of Applicant-Solicitor-Agent

THIS EASEMENT made the 26th day of June, 1984.

BETWEEN:

VILLAGE OF LIONS BAY  
Municipal Hall  
Post Office Box 35  
Lions Bay, B.C.  
VON 2E0

(the "Village")

AND:

MAREK A. SREDZKI  
260 Oceanview Road  
Lions Bay, B.C.  
VON 2E0

(the "Grantee")

WHEREAS the Village is the registered owner of that  
certain parcel of land described as:

Lot 48, Block "B"  
District Lot 1575, Plan 18530  
Group 1, New Westminster District

being the servient tenement;

AND WHEREAS the Grantee has requested the granting of this Easement;

THE PARTIES HERETO AGREE AS FOLLOWS:

1. The Village, pursuant to Section 539 of the Municipal Act R.S.B.C. 1979, c. 290 hereby grants to the Grantee an easement over the following lands owned by the Village and described as:

That part of Lot 48, Block "B"  
District Lot 1575, Plan 18530,  
Group 1, New Westminster District  
shown outlined on the Explanatory Plan  
dated May 29, 1984 attached to and  
forming part of this Agreement

("the Lands")

for the purpose of constructing, operating, and maintaining, thereon a sanitary sewer line (the "Works") to serve that certain parcel owned by the Grantee and described as:

Vancouver Assessment District, Village of Lions Bay  
Lot 62, Block 7  
District Lot 6748, Plan 14024

(the "Grantee's Lands")

being the dominant tenement.

2. The Grantee shall hold the Lands and the rights and privileges hereby granted for a term of 9 years, yielding and paying therefore unto the Village in advance the sum of \$ 1.00 as rent.

3. The Grantee hereby covenants with the Village:

- (a) that the Lands shall be used only for the purposes set out in Section 1 herein and for no other purposes;
- (b) that the Grantee shall be solely and entirely responsible for the constructing, operating, cleaning, maintenance, repair, removing, replacing and safeguarding of the Works;
- (c) to release, indemnify and save harmless the Village from and against any and all claims of whatsoever nature made by any person arising as a result of the Works or as a result of the activities of the Grantee pursuant to the rights granted herein, or the Grantee's entering upon the Lands, or the granting of this Easement;
- (d) that the Grantee shall pay all taxes, rates, charges and assessments now or in future charged upon or payable in respect to the Lands and Works and which the Grantee is liable to pay;
- (e) that if the Grantee fails to clean, maintain, repair and safeguard the Works or is otherwise in breach of any of the provisions herein and fails to correct the breach within thirty days from the date of notice of such breach being mailed to the Grantee, the Village may terminate this Easement by notice sent to the Grantee by registered mail;
- (f) in the event of termination of this Easement, the Grantee shall have six months to remove the Works from the Lands and any Works not so removed shall become the property of the Village;

- (g) that the Grantee shall do nothing to interfere with the operation and maintenance by the Village of its water mains and other utilities upon the Lands;
- (h) that any person authorized by the Village may at all reasonable times enter upon the Lands to determine that the provisions of this Easement are being complied with by the Grantee or for such other purposes as are necessary to the operations of the Village; and
- (i) to as far as reasonably necessary, carry out the construction, operation, cleaning, maintenance, repair, removal, replacement and safeguarding of the Works in a proper and workmanlike manner so as to do as little injury as possible;
- (j) to not suffer or permit any claim of lien to arise or subsist in respect of the Lands as a result of the Grantee's activities and if a claim of lien does arise, the Grantee will discharge the same forthwith upon notice from the Village;
- (k) to install all of the Works underground and return the condition of the surface of the Lands to that prior to the installation of the Works to the extent reasonably possible;
- (l) that all acts necessary for the registration of this Easement shall be performed by the Grantee at the Grantee's expense.

4. Notwithstanding any rule of law or equity the Works brought onto, erected upon or buried under the Lands by the Grantee shall remain the property of the Grantee and during the term of this Easement the Grantee shall have the right to remove the Works in whole or part.

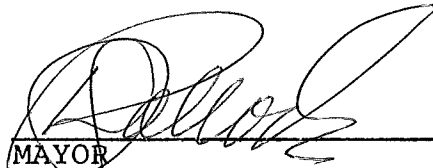
5. This Easement runs with the land and is binding upon the heirs, successors and assigns of the Grantee and the Village and is not solely for the benefit of the parties hereto.

6. Wherever the singular or masculine is used in this Easement, the same shall be deemed to include the plural or the feminine or the body politic or corporate, and the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals.

IN WITNESS WHEREOF the Corporate Seal of the Village of Lions Bay has hereunto been affixed in the presence of:


*Bullen*

  
MAYOR

*M. S. Salupple*  
CLERK

SIGNED, SEALED AND DELIVERED in the presence of:

*Bullen*

  
MAREK A. SREDZKI

DATED: \_\_\_\_\_, 1984

BETWEEN:

VILLAGE OF LIONS BAY

AND:

MAREK A. SREDZKI

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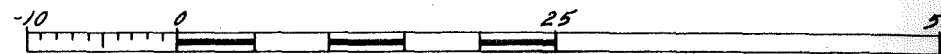
E A S E M E N T

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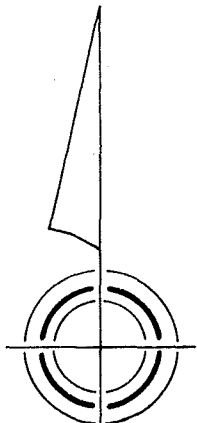
MackENZIE LIDSTONE  
Barristers & Solicitors  
24th Floor Three Bentall Centre  
P. O. Box 49059  
Vancouver, Canada  
Telephone: 689-5263

File No.: 1147 WGA/amb/5502 G-5

EXPLANATORY PLAN OF  
 OF PART OF LOT 48,  
 DISTRICT LOT 1575, P.  
 AND PART OF UNSURVEYED  
 BOTH OF GROUP ONE, NEW WESTM.  
 SCALE: 1:500



Bearings are astronomic and  
 are derived from Plan 18530.



BLOCK 7  
 61  
 PLAN 13628

77

BLOCK 'B'

48

PLAN 18530

76

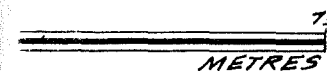
75

ROAD

BOOK OF REFERENCE	
D.L.	AREA
1575	530.8 m <sup>2</sup>
UNSURV	38.42 m <sup>2</sup>
TOTAL	569.22 m <sup>2</sup>

THIS PLAN  
 VANCOU

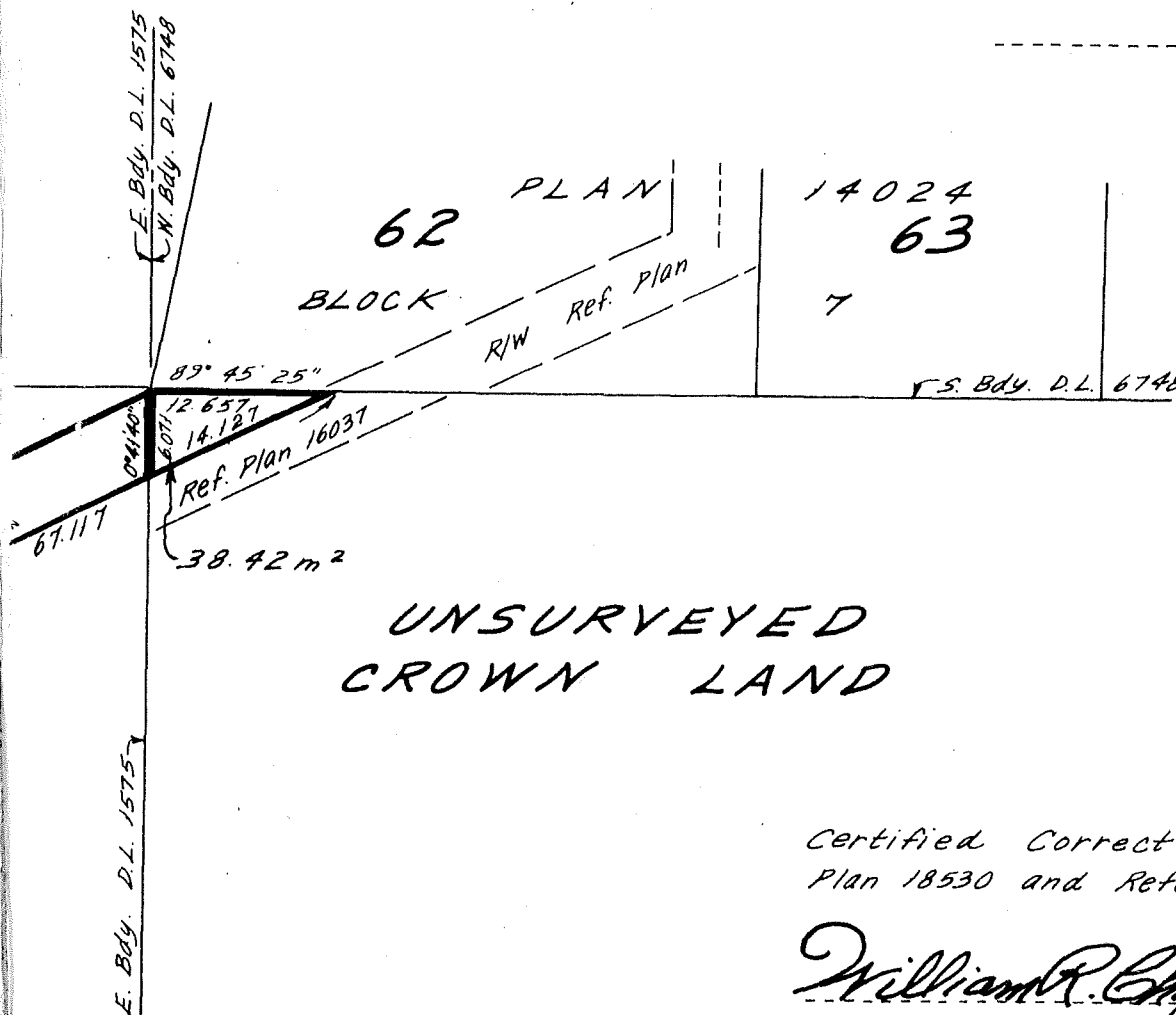
EASEMENT  
 BLOCK 'B';  
 AN 18530  
 CROWN LAND  
 DISTRICT



Deposited in the Land Title  
 Office at Vancouver, B.C.  
 this \_\_\_ day of \_\_\_\_\_, 19\_\_

Registrar.

62 PLAN 14024  
 BLOCK 63



UNSURVEYED  
 CROWN LAND

Certified Correct according to  
 Plan 18530 and Reference Plan 16037:

*William R. Chapman* B.C.L.S.  
 this 29<sup>th</sup> day of May, 1984.

BOOK OF REFERENCE			
BOOK	LOT	PLAN	AREA
B'	48	18530	530.8 m <sup>2</sup>
UNSURV		CROWN LAND	38.42 m <sup>2</sup>
TOTAL			569.22 m <sup>2</sup>

THIS PLAN  
 VANCOU

CHAPMAN, CHAPMAN AND  
 MARTIN  
 British Columbia Land Surveyors  
 659 A Clyde Avenue  
 WEST VANCOUVER, B.C.  
 V7T 1C8 926-7311