

CORPORATION OF THE TOWNSHIP OF ESQUIMALT

BY-LAW NO. 656

BEING a By-Law to authorize the acquisition of certain lands from the British Columbia Electric Railway Company Limited.

WHEREAS the Corporation has agreed to purchase from the British Columbia Electric Company Limited (hereinafter called "the Company") lands more particularly described in the form of deed set forth in the Schedule hereto at and for the consideration and subject to and upon the terms and conditions and reservations in the said form of deed contained and set forth.

AND WHEREAS it is deemed expedient to authorize the acquisition of the said lands as aforesaid and the execution of the said form of deed by the Corporation.

NOW THEREFORE the Municipal Council of the Corporation of the Township of Esquimalt, in open meeting assembled, enacts as follows:

1. That the Corporation shall acquire from the Company all and singular those certain parcels or tracts of land and premises situate, lying and being in the Township of Esquimalt and more particularly described in the form of Deed set forth in the Schedule hereto which Schedule shall be read with and deemed to be part of this By-Law.
2. That the said lands shall be acquired at and for the consideration and subject to and upon the terms, covenants, conditions and reservations in the said form of deed contained and set forth.
3. That the Reeve and Clerk be and they are hereby authorized to affix the Corporate Seal to a Deed or Conveyance in the form in the said Schedule set forth and to deliver the same as the act and deed of the Corporation.
4. This By-Law may be cited as the "Gorge Park Acquisition By-Law, 1956".

PASSED by the Municipal Council on the 30th day of January, A. D. 1956.

RECONSIDERED, ADOPTED AND FINALLY PASSED as aforesaid by the Municipal Council on the 13th day of February, A. D. 1956.

"Alfred C. Wurtele"  
Reeve

"J. W. Allan"  
Clerk

THIS INDENTURE is made the 21st day of November, in the year of our Lord one thousand nine hundred and fifty-five.

IN PURSUANCE OF THE "SHORT FORM OF DEEDS ACT"

BETWEEN:

BRITISH COLUMBIA ELECTRIC RAILWAY COMPANY LIMITED, a Company duly authorized to carry on business in British Columbia with an office situate at 820 Pandora Avenue, in the City of Victoria, in the Province of British Columbia, (hereinafter called the "Grantor"),

AND:

CORPORATION OF THE TOWNSHIP OF ESQUIMALT (hereinafter called the "Grantee")

WITNESSETH that, in consideration of the covenant of the Grantee hereinafter contained and of the sum of One Dollar (\$1.00) of the lawful money of Canada now paid by the said Grantee to the said Grantor (the receipt whereof is hereby by it acknowledged) it the said Grantor, DOTH GRANT unto the said Grantee, its successors and assigns FOREVER:

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Municipality of Esquimalt, and more particularly known and described as:

Firstly: That piece of land known as and being that portion of Section Ten (10), Esquimalt District, more particularly described as follows, viz, - That portion containing Ten (10) acres more or less commencing at a point on the west side line of Craigflower Road about 150 feet Southerly from high water mark at the Gorge, thence West magnetic 830 feet, thence at right angles South 518 feet 6 inches, thence at right angles East 877 feet 9 inches more or less to the West line of Craigflower Road, thence Northerly along the West side line of said road to the point of commencement, said portion being colored red on the Surveyor's plan annexed to the Grant of same to said Company. (hereinafter called the "First Parcel of Land"),

Secondly: That piece of land known as and being that portion of Section Ten (10). Esquimalt District, more particularly described as follows, viz, - That portion containing 10 acres more or less commencing at high water mark on the Portage Inlet at a point bearing North 8 degrees 15 minutes East Magnetic and distant 366 feet from the North-West corner post of Section 10, Esquimalt District, thence East

Magnetic 697 feet, thence at right angles to the North 518 feet and 6 inches thence at right angles to the East 830 feet, more or less, to the West side of Craigflower Road thence Northerly along the West side of said Road 150 feet more or less, to high water mark at the Gorge, thence Westerly and following along high water mark to the point of commencement, said portion being colored red on the Surveyor's plan annexed to the Grant of same to said Company, (hereinafter called the "Second Parcel of Land").

TOGETHER with all buildings, fixtures, commons, ways, profits, privileges, rights, easements and appurtenances to the said hereditaments belonging, or with the same or any part thereof, held or enjoyed, or appurtenant thereto; and the estate, right, title, interest, property claim and demand of it, the said Grantor, in, to, or upon the said premises, SAVING AND ALWAYS RESERVING and there is hereby reserved to the Grantor, its successors and assigns, out of the grant and conveyance of the First Parcel of Land hereby made, the full, free and absolute right, liberty, privilege, power and authority for all time to come by its servants, agents, contractors and workmen to enter into and upon that part of the First Parcel of Land described as:

Commencing at the North-Easterly corner of the First Parcel of Land, thence Westerly along the Northerly boundary thereof a distance of 160 feet, thence Southerly and parallel to the Easterly boundary thereof a distance of 220 feet, thence Easterly and parallel to the said Northerly boundary to intersection with the said Easterly boundary thereof, thence Northerly along said Easterly boundary to point of commencement, to construct, use, operate and maintain thereon terminal facilities for its public transportation services and such other works as may be necessary or incidental thereto, without charge, such right, liberty, privilege, power and authority to be held as appurtenant to Lot "A" (D.D. 195592-I) of Section Five (5), Victoria District, Plan 983-A.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns, to and for its sole and only use forever; SUBJECT NEVERTHELESS to the reservations, limitations, provisos and conditions expressed in the original grant thereof from the Crown.

AND SUBJECT to the reservations and royalties mentioned in the original Grant from the Governor and Company of Adventurers of England trading into Hudson's Bay.

AND SUBJECT ALSO to the Covenant of the Grantee hereinafter contained.

The said Grantee covenants with the said Grantor that it will hold the Second Parcel of Land as and for a Public Park or Pleasure Ground for the use, recreation and enjoyment of the Public forever.

The said Grantor covenants with the said Grantee that it has the right to convey the said lands to the said Grantee, notwithstanding any act of the said Grantor and that the said Grantee shall have quiet possession of the said lands, free from all encumbrances, save as aforesaid.

AND the said Grantor covenants with the said Grantee that it will execute such further assurances of the said lands as may be requisite.

AND the said Grantor covenants with the said Grantee that it has done no acts to encumber the said lands, save as aforesaid.

AND the said Grantor RELEASES to the said Grantee ALL ITS CLAIMS upon the said lands, save as aforesaid.

THIS INDENTURE and everything herein contained shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assings.

IN WITNESS WHEREOF the said parties have hereunto set their hands and seals on the date first above written.

The Common Seal of the Grantor was )  
hereunto affixed in the presence of: )

)

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)

Vice-President )

)

)

Assistant Secretary )

)

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

)

)

Reeve )

)

)

Municipal Clerk )