

CORPORATION OF THE TOWNSHIP OF ESQUIMALT

BY-LAW NO. 657

BEING a By-Law to authorize the execution of an agreement with the British Columbia Electric Railway Company Limited relative to the Gorge Park.

WHEREAS it has been agreed by and between the Corporation of the Township of Esquimalt (hereinafter called "the Corporation"), and the British Columbia Electric Railway Company Limited (hereinafter called "the Company") in the manner set forth in the form of agreement hereunto annexed as the Schedule hereto;

AND WHEREAS it is deemed expedient to authorize the execution of the said form of agreement 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 Reeve and Clerk be and they are hereby authorized to affix the Seal of the Corporation to an agreement in the form set forth in the Schedule hereto, which Schedule shall be read with and deemed part of this By-Law and to deliver such agreement to the company as the act and deed of the Corporation.
2. This By-Law may be cited as the "Gorge Park Trust Agreement Authorization 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

day of

1955.

BETWEEN:

CORPORATION OF THE TOWNSHIP OF ESQUIMALT,
(hereinafter called "the Township"),

of the First Part,

AND:

BRITISH COLUMBIA ELECTRIC RAILWAY COMPANY LIMITED
(hereinafter called "the Company")

of the Second Part,

WHEREAS:

A. The Company lately agreed with the Township for the conveyance to it of those certain parcels or tracts of lands and premises more particularly 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").

in consideration of the sum of One Dollar (\$1.00) and of the agreement of the Township to lay out, make and maintain that part of the said lands shown outlined in red on the plan attached hereto as and for a public park (hereinafter called "the Park Land").

B. Pursuant to the said agreement by Indenture dated 21st November, 1955 (hereinafter called "the conveyance"), the Company did grant, and convey unto the Township the First Parcel of land and the Second Parcel of Land, subject to a reservation to the Company to construct, use, operate and maintain terminal facilities for its public transportation services on a part of the First Parcel of Land, in consideration of the sum of One Dollar (\$1.00) and the covenant of the Township therein contained, to hold that part of the Park Land comprising the Second Parcel of Land as and for a Public Park or Pleasure Ground for the use, recreation and enjoyment of the Public forever.

C. The Company heretofore agreed that, upon the disposal of the First Parcel of Land, it would apply the whole of the proceeds of such disposal in improving, beautifying and maintaining the Second Parcel of Land as a Public Park or Pleasure Ground.

D. The Company has requested the Township and the Township has agreed to apply the consideration, payable by the Township to the Company under the conveyance, in improving, beautifying and maintaining the Second Parcel of Land as and for a Public Park or Pleasure Ground.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the premises, the Township hereby covenants and agrees with the Company as follows:

1. That the Township will hold the remainder of the Park Land, being that part thereof lying within the First Parcel of Land as and for a Public Park or Pleasure Ground for the use, recreation and enjoyment of the Public forever, subject to the right of the Company to construct, use, operate and maintain thereon terminal facilities as aforesaid.
2. That the Township will apply the consideration payable to the Company under the Conveyance in improving, beautifying and maintaining the Second Parcel of Land as a Public Park or Pleasure Ground.

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

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the day and year first above written.

The Corporate Seal of the Township)
was hereunto affixed in the presence)
of:)
)
)
_____)
REEVE)
)
)
_____)
MUNICIPAL CLERK)