



CHAPTER 55.

An Act ratifying certain Agreements respecting False Creek, Vancouver.

[1st March, 1911.]

WHEREAS His Majesty the King, herein acting and represented Preamble.
by the Honourable Richard McBride, Minister of Mines, has heretofore, on the ninth day of February, 1911, entered into an Agreement with the Vancouver, Victoria and Eastern Railway and Navigation Company, copy of which, under the designation of "Agreement A," forms part of the Schedule to this Act; and

Whereas the City of Vancouver has heretofore, on the sixteenth day of May, 1910, entered into an Agreement with the Vancouver, Victoria and Eastern Railway and Navigation Company, a copy of which, under the designation of "Agreement B," forms part of the Schedule to this Act, which Agreement was, by the said Agreement between His Majesty the King and the Vancouver, Victoria and Eastern Railway and Navigation Company, in all respects, ratified and confirmed except as to those matters wherein the last mentioned Agreement was inconsistent with or in extension of the said Agreement between the City of Vancouver and the Vancouver, Victoria and Eastern Railway and Navigation Company; and

Whereas the performance of said "Agreement A" on the part of the Victoria, Vancouver and Eastern Railway and Navigation Company has been duly guaranteed by the Great Northern Railway Company by an instrument in writing dated the ninth day of February, 1911, a copy of which, under the designation of "Agreement C," forms a part of the Schedule to this Act; and

Whereas it is deemed expedient to ratify and confirm the said Agreements, as in this Act hereinafter set forth:

Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of British Columbia, enacts as follows:—

Short title.

1. This Act may be cited as the "False Creek Confirmatory Act."

Agreements A and B confirmed.

2. The said Agreement, a copy of which forms part of the Schedule to this Act, under the designation of "Agreement A," is hereby ratified and confirmed, and is declared to be legally binding, according to the tenor thereof, upon His Majesty and the Vancouver, Victoria and Eastern Railway and Navigation Company; and the said Agreement, a copy of which, under the designation of "Agreement B," forms part of the Schedule to this Act, is hereby ratified and confirmed in all respects except only as to those matters wherein the said Agreement is modified or extended by the said Agreement, copy of which, under the designation of "Agreement A," forms part of the Schedule to this Act, and is declared, subject only to the said exception, to be legally binding, according to the tenor thereof, upon the City of Vancouver and the Vancouver, Victoria and Eastern Railway and Navigation Company; and the parties to the said Agreements, and each of them, so far as the Legislature of the Province of British Columbia has power to enact, are hereby authorised and empowered to do whatever is necessary to give full effect to the said Agreements, as the same are herein ratified and confirmed, the provisions of which are to be taken as if they had been expressly enacted hereby and formed an integral part of this Act.

Lieut.-Governor in Council authorised to convey.

3. The Lieutenant-Governor in Council is hereby authorised to convey in fee-simple to the City of Vancouver, and the City of Vancouver is hereby authorised to convey to the Vancouver, Victoria and Eastern Railway and Navigation Company, its successors and assigns, in fee-simple free from all restrictions, but without prejudice to property rights and privileges of any of the riparian owners facing or abutting on the waters of False Creek or any arm thereof east of Westminster Avenue Bridge all that portion of the lands heretofore conveyed by grant dated the third day of March, 1902, which the City of Vancouver, under "Agreement B" hereto, agreed to convey to the said the Vancouver, Victoria and Eastern Railway and Navigation Company.

"Agreement B" confirmed.

4. It is hereby declared that "Agreement B" is and has been from the making thereof a good, valid, and binding contract between the parties thereto on the terms therein contained.

"Agreement C" confirmed.

5. It is hereby declared that "Agreement C" is and has been from the making thereof a good, valid, and binding contract between the parties thereto on the terms therein contained.

SCHEDULE.

AGREEMENT C.

KNOW ALL MEN BY THESE PRESENTS that the Great Northern Railway Company (a corporation duly organized and existing under and by virtue of the laws of the State of Minnesota, United States of America), for and in consideration of one dollar (\$1) to it in hand paid, the receipt whereof is hereby by it acknowledged, and other and further valuable consideration to it moving, doth hereby guarantee the full and faithful performance by the Vancouver, Victoria and Eastern Railway and Navigation Company of that certain contract made and entered into between the Vancouver, Victoria and Eastern Railway and Navigation Company and the City of Vancouver, of date the 16th of May, 1910, except as modified by the agreement hereinafter referred to, and of that other certain contract between the Province of British Columbia and the said Vancouver, Victoria and Eastern Railway and Navigation Company, of date the ninth day of February, 1911. Copies of said contracts, the performance of which is hereby guaranteed, are attached hereto and made a part hereof.

In witness whereof the said Great Northern Railway Company has caused these presents to be signed by its President and Assistant Secretary, hereunto respectively authorised, and its corporate name and seal to be hereunto affixed this ninth day of February, in the year of our Lord one thousand nine hundred and eleven.

In the presence of—

L. C. GILMAN.
H. E. CAULFIELD.

LOUIS W. HILL,
President.
F. W. BOBBETT,
Assistant Secretary.

[SEAL.]

AGREEMENT A.

MEMORANDUM OF AGREEMENT, made this ninth day of February, A. D. 1911,
Between,

HIS MAJESTY THE KING (hereinafter called "the Government." and herein acting and represented by the Honourable Richard McBride, Minister of Mines for the Province of British Columbia) of the first part;

and

THE VANCOUVER, VICTORIA AND EASTERN RAILWAY AND NAVIGATION COMPANY (hereinafter called the "Railway Company") of the second part.

Whereas, by Statute, being chapter 42 of the Statutes of the year 1900, it was enacted that it should be lawful for the Lieutenant-Governor in Council, upon such terms and conditions as he should see fit, to grant to the Corporation of the City of Vancouver, inter alia,—

All the estate, right, title, and interest of Her Majesty the Queen in the right of the Province of British Columbia in the foreshore of False Creek, in the City of Vancouver, and in the land covered by the w ers of said

creek, which said foreshore and land covered with water are coloured pink upon the map signed by the Honourable Wilmer Cleveland Wells, Chief Commissioner of Lands and Works, and by James Ford Garden, Mayor of said city, and lying easterly of the projection south of the west boundary of Carrall Street, and filed in the Department of Lands and Works at Victoria, the 14th day of August, A. D. 1900.

And whereas by grant under the Great Seal of the Province of British Columbia, dated the 3rd day of March, A. D. 1902, a grant was made to the City of Vancouver, its successors and assigns, of all the estate, right, title, and interest of His Majesty the King in the right of the Province of British Columbia in the foreshore of False Creek, in the City of Vancouver, and in the land covered by the waters of said creek, which said foreshore and land covered with water are coloured pink upon the map signed by the Honourable Wilmer Cleveland Wells, Chief Commissioner of Lands and Works, and by James Ford Garden, formerly Mayor of said city, and lying easterly of the projection south of the west boundary of Carrall Street, and filed in the Department of Lands and Works at Victoria, the fourteenth day of August, A. D. 1900, and known as Lot Two thousand and thirty-seven (2,037), Group One, New Westminster District:

And whereas in the said grant it was provided that the hereditaments thereby granted should be used for park, industrial, or business purposes only, and that the same might be leased by the City of Vancouver for a term not to exceed forty (40) years to any person or corporation to enable them to carry on industrial manufacturing or business enterprises, but should not be granted in fee:

And whereas by agreement, dated the sixteenth day of May, A. D. 1910, made between the City of Vancouver of the one part, and the Railway Company of the other part, the said the City of Vancouver agreed on the terms contained in said agreement to convey to the Railway Company, its successors and assigns, all that portion of the lands included in the said grant described as follows:—

All that portion of the bed and foreshore of False Creek lying east of Westminster Avenue, in the City of Vancouver, British Columbia, that is situated between the ordinary high-tide mark of False Creek, following its various bends, sinuosities, and curves, and a line commencing at the south-east corner of Lot Forty-five (45), Block Twenty-five (25), District Lot One hundred ninety-six (196), Group One (1), New Westminster District, in the City of Vancouver, British Columbia, which corner is one hundred twelve and seven-tenths (112.7) feet easterly from the east line of Westminster Avenue, measured along the dividing line between Lots Forty-five (45) and Forty-six (46) in said Block; thence south seventy-seven degrees thirty-one minutes east (S. 77° 31' E.) three thousand eight hundred and fifty-nine (3,859) feet, more or less, to a point, said point being four hundred eighty-one and nine-tenths (481.9) feet from the westerly limit of Boundary Avenue measured along said course; thence on a curved line to the right with a radius of five hundred seventy-three and sixty-eight hundredths (573.68) feet, seven hundred fifty and two-tenths (750.2) feet to a point on a line drawn parallel to and forty (40) feet distant from the westerly limit of Boundary Avenue produced southerly as described in this Agreement; thence on a line south two degrees thirty minutes east (S. 2° 30' E.), being tangential to said curved line five hundred twenty and three-tenths (520.3) feet, to a point of curve; thence on a curved line to the right with a radius of five hundred seventy-three and sixty-eight hundredths (573.68) feet, one thousand forty-nine and eight-tenths (1,049.8) feet; thence on a line north seventy-seven degrees thirty-one minutes west (N. 77° 31' W.), being tangential to last-described curve line, three thousand three hundred thirty-two and eight-tenths (3,332.8) feet, more or less, to a point on the line between Lots Twenty-two

(22) and Twenty-three (23), Block Three (3), District Lot Two hundred A (200 A), produced north-easterly, which point is two hundred twenty one and five-tenths (221.5) feet north-easterly from the north limit of Front Street; thence north sixty-seven degrees twenty minutes west (N. 67° 20' W.), four hundred ninety-four and one-tenth (494.1) feet, more or less, to a point, said point being seventy-five (75) feet distant from the east limit of Westminster Avenue, measured along the dividing line between Lots Thirteen (13) and Fourteen (14), Block Three (3), District Lot Two hundred A (200 A), Group One (1), New Westminster District, in the City of Vancouver, as shown on the plan annexed to the said agreement;

Excepting thereout the area to be occupied by Boundary Avenue as extended sixty-six (66) feet in width from the north shore of False Creek to Glen Drive, on the south shore;

Also excepting the extension of Fifth Avenue westerly from the easterly shore of False Creek to the extension of Boundary Avenue produced as above described;

Also the extension forty (40) feet in length by one hundred and twenty-five (125) feet in width of that portion of the proposed road through the city's property, being the extension of First Avenue which lies on the west side of the extension of Boundary Avenue:

And whereas the City of Vancouver has requested the Lieutenant-Governor in Council to amend the aforesaid grant to the City of Vancouver so as to enable the said city to carry out the said Agreement, and it is deemed desirable for the public good that the said City of Vancouver should be enabled to convey the lands described in the said Agreement to the said Railway Company, its successors and assigns, in fee-simple, free from any restrictions, saving and excepting the rights (if any) of any and all riparian or littoral properties as such:

And whereas the Railway Company have agreed with the Government that the said Agreement hereinbefore in part recited shall be modified in the manner hereafter appearing:

Now, this Agreement witnesseth and the parties hereto have agreed as follows:—

1. That, notwithstanding anything contained in the Statutes and grant hereinbefore in part recited and referred to, the Lieutenant-Governor in Council be and he is hereby authorised to convey in fee-simple to the City of Vancouver, and the said City of Vancouver is hereby authorised to convey over to the Railway Company, its successors and assigns, in fee-simple, free from all restrictions, but without prejudice to property rights and privileges (if any) of riparian owners facing or abutting on the waters of False Creek or any arm thereof east of Westminster Avenue Bridge, all that portion of the bed and foreshore of False Creek described as follows:—

All that portion of the bed and foreshore of False Creek lying east of Westminster Avenue, in the City of Vancouver, British Columbia, that is situated between the ordinary high-tide mark of False Creek, following its various bends, sinuosities, and curves, and a line commencing at the south-east corner of Lot Forty-five (45), Block Twenty-five (25), District Lot One hundred and ninety-six (196), Group One (1), New Westminster District, in the City of Vancouver, British Columbia, which corner is one hundred twelve and seven-tenths (112.7) feet easterly from the east line of Westminster Avenue, measured along the dividing line between Lots Forty-five (45) and Forty-six (46) in said block; thence south seventy-seven degrees thirty-one minutes east (S. 77° 31' E.) three thousand eight hundred and fifty-nine (3,859) feet, more or less, to a point, said point being four hundred eight-one and nine-tenths (481.9) feet from the westerly limit of Boundary Avenue measured along said course; thence on a curved line to the right with a radius of five hundred seventy-three and sixty-eight hundredths (573.08) feet, seven hundred

fifty and two-tenths (750.2) feet to a point on a line drawn parallel to and forty (40) feet distant from the westerly limit of Boundary Avenue produced southerly as described in this Agreement; thence on a line south two degrees thirty minutes east (S. 2° 30' E.), being tangential to said curved line five hundred twenty and three-tenths (520.3) feet, to a point of curve; thence on a curved line to the right with a radius of five hundred seventy-three and sixty-eight hundredths (573.68) feet, one thousand forty-nine and eight-tenths (1,049.8) feet; thence on a line north seventy-seven degrees thirty-one minutes west (N. 77° 31' W.), being tangential to last-described curved line, three thousand three hundred thirty-two and eight-tenths (3,332.8) feet, more or less, to a point on the line between Lots Twenty-two (22) and Twenty-three (23), Block Three (3), District Lot Two hundred A (200 A), produced north-easterly, which point is two hundred twenty-one and five-tenths (221.5) feet north-easterly from the north limit of Front Street; thence north six y-seven degrees twenty minutes west (N. 67° 20' W.), four hundred ninety-four and one-tenth (494.1) feet, more or less, to a point, said point being seventy-five (75) feet distant from the east limit of Westminster Avenue, measured along the dividing line between Lots Thirteen (13) and Fourteen (14), Block Three (3), District Lot Two hundred A (200 A), Group One (1), New Westminster District, in the City of Vancouver, as shown on the plan annexed to the said Agreement;

Excepting thereout the area to be occupied by Boundary Avenue as extended sixty-six (66) feet in width from the north shore of False Creek to Glen Drive, on the south shore;

Also excepting the extension of Fifth Avenue westerly from the easterly shore of False Creek to the extension of Boundary Avenue produced as above described;

Also the extension forty (40) feet in length by one hundred and twenty-five (125) feet in width of that portion of the proposed road through the city's property, being the extension of First Avenue which lies on the west side of the extension of Boundary Avenue.

2. The Railway Company shall develop, construct, and erect on the north side of False Creek, within five (5) years from the date of the passage of an Act of the Legislative Assembly of British Columbia confirming this Agreement, union passenger terminals and station, at a cost of not less than five hundred thousand dollars (\$500,000), such station to be located near the intersection of Park Lane and Prior Streets, in the City of Vancouver. Such terminals and station shall be so designed and constructed as to be suitable for the use of the Vancouver, Victoria and Eastern Railway and Navigation Company, and such other railway companies as shall hereafter build railway-lines into the City of Vancouver, or enter over the lines of the Railway Company, and such other railway companies shall be entitled to the joint use of said terminals and station to the extent of the reasonable capacity thereof, upon the payment of a just and reasonable compensation for said use. The just and reasonable compensation to be paid by any such company for the use of such terminals and station shall in no event be less than its use proportion upon a car basis of five per cent. (5%) per annum on the value of the property and structures included within said passenger terminals, and incidental to the use thereof and access thereto, and the same proportion of the cost of maintenance and operation thereof, including taxes. In case the Railway Company, and any company desiring to use such passenger terminals and station, cannot agree upon the value upon which interest is to be computed, the same shall be determined by the Lieutenant-Governor in Council upon application by either party.

3. If the Lieutenant-Governor in Council shall order it so to do, the Railway Company will, for a just and reasonable compensation, handle both in and out through any freight yard or yards that it may develop on False Creek,

east of Westminster Avenue, the freight-cars of other companies hereafter building railway-lines into the City of Vancouver, or entering over the lines of the Vancouver, Victoria and Eastern Railway and Navigation Company, so long as by so doing its own necessary use of such yard or yards shall not be substantially impaired; and will also in such case provide reasonable and convenient access to such yard or yards so that such other companies may enter the same for the purpose of placing cars on a suitable transfer track to be provided therein.

And the Railway Company will, upon like order, and so long as its own use thereof is not impaired, handle both in and out through its freight-sheds at Vancouver the freight of other companies, for a just and reasonable compensation, and allow access to said freight-sheds by means of any driveways it may establish thereto for the receipt and delivery of the freight of such other company.

4. The Railway Company will, upon order of the Lieutenant-Governor in Council, permit any other railway company hereafter building a railway-line to the City of Vancouver, or entering the said city over the lines of the Railway Company, the temporary use of a sufficient amount of its unoccupied property on the south side of False Creek and east of Westminster Avenue for freight-shed and steam-track purposes, and for driveways between the same and a city street or city streets: Provided, always, that the property so desired for the use of such other railway company is reasonable in amount and not occupied by the said Railway Company for railway purposes, or by its patrons for the purpose of a warehouse or warehouses, business or businesses, industry or industries, needing railway tracks and service, or required in the near future for any of such uses. And provided, further, that such other company or companies shall surrender any such property, the temporary use of which is so permitted, to the Railway Company on twelve (12) months' notice so to do, if the same shall be required for any of the above purposes by the said Railway Company or any of its patrons. Any other railway company so using any of such property of the Railway Company shall pay reasonable rental for the use of the same, said rental to be determined by agreement, or, in case of disagreement between any such railway company and the Railway Company, the said rental shall be determined by the Lieutenant-Governor in Council upon application of either party.

5. Wherever in this Agreement just and reasonable compensation is provided to be paid for the use of the property of or for services to be rendered by the Railway Company for another railway company, and the amount or basis thereof is not fixed by this Agreement, and shall not have been determined by the Railway Commission of Canada, the amount of such just and reasonable compensation may be fixed and determined by the Lieutenant-Governor in Council upon application of either party; and if a dispute shall arise between the Railway Company and another railway company concerning the justness or reasonableness of any charge made by the Railway Company to another railway company under this contract or any contract that may be made pursuant thereto, and the subject-matter of said dispute is not within the jurisdiction of the Railway Commission of Canada, or shall not have been determined by such Railway Commission, then the same may be settled and determined by the Lieutenant Governor in Council upon application of either party.

6. In case the property agreed to be conveyed to the Railway Company by its Agreement with the City of Vancouver of date of May 16th, 1910, shall not have been filled in within five (5) years from the date of the passage of the Confirmatory Act hereinbefore referred to, the Railway Company will, upon receiving six months' notice from the Lieutenant-Governor in Council, complete said filling-in, unless the same shall be prohibited or restrained at

the instance of a private owner or owners having riparian or littoral rights, within such reasonable time as said Lieutenant-Governor in Council shall fix and determine.

7. The Railway Company shall erect, as a part of its terminals at Vancouver, round-houses of sufficient size and capacity to properly and adequately provide for the storage and repair business of said Railway Company, at the Vancouver terminals, and expend thereon within five (5) years from the date of this Agreement not less than twenty-five thousand dollars (\$25,000).

8. Said Railway Company shall obtain from the Great Northern Railway Company its guaranty of the performance of this contract and of the contract of May 16th, 1910, between the said Vancouver, Victoria and Eastern Railway and Navigation Company and the City of Vancouver.

9. Wherever this Agreement is inconsistent with or in extension of the agreement between the Railway Company and the City of Vancouver, dated May 16th, 1910, the said agreement of May 16th, 1910, shall be deemed to be modified or extended accordingly, and in all other respects the said agreement of May 16th, 1910, is hereby ratified and confirmed.

In witness whereof this Agreement has been duly executed by the parties hereto.

RICHARD McBRIDE,
Minister of Minca.

[SEAL]

Signed, sealed, and delivered in the presence of— VANCOUVER, VICTORIA AND EASTERN RAILWAY AND NAVIGATION COMPANY

W. J. BOWSER,
*Attorney-General,
As to Government.*

By LOUIS W. HUNT,
President.

[SEAL]

L. C. GILMAN,
E. PEARSON,
*As to the Vancouver, Victoria
and Eastern Railway and
Navigation Company.*

Attest: A. H. MACNEILL,
Secretary.

[SEAL]

AGREEMENT B.

MEMORANDUM OF AGREEMENT, made this sixteenth day of May, A. D. 1910,
Between,

THE CITY OF VANCOUVER (hereinafter called "the City") of the one part;
and

THE VANCOUVER, VICTORIA AND EASTERN RAILWAY AND NAVIGATION
COMPANY (hereinafter called the "Railway Company") of the
other part.

Whereas the City have obtained grants from the Dominion of Canada and from the Province of British Columbia of the bed of False Creek lying east of Westminster Avenue, in the City of Vancouver:

And whereas the Railway Company are the owners of land fronting on False Creek east of Westminster Avenue, and are entitled to the exercise of and to enjoy riparian rights appurtenant to such lands:

And whereas by Memorandum of Agreement dated the tenth day of December, A. D. 1907, made between the City of the one part, and The Vancouver, Westminster and Yukon Railway Company of the other part, certain arrangements were made by the said parties regarding the utilisation of portions of the bed of False Creek:

And whereas the Railway Company are the assignees of all the rights and interests of the said Vancouver, Westminster and Yukon Railway Company in or under said agreement, and the Railway Company have acquired in addition to all the lands fronting on the said portion of the bed of False Creek then owned by the Vancouver, Westminster and Yukon Railway Company, a large portion of other lands fronting on the bed of False Creek east of Westminster Avenue aforesaid:

And whereas it is in the interests of the City and of the Railway Company that the bed of False Creek lying east of Westminster Avenue should be divided between the parties hereto as hereinafter provided, and mutual releases given by the one party to the other so that the Railway Company may acquire from the City all its title to or interest in those certain portions of the bed of False Creek hereinafter described, and may fill in upon or otherwise reclaim the same, and that the City may be in a position to fill in upon or otherwise reclaim the other portions of such bed of False Creek, or otherwise deal with the same as they may see fit, freed from any riparian rights which the Railway Company or others may have:

And whereas for the purpose of carrying out the scheme which the parties now have in view for the reclamation of the bed of False Creek lying east of Westminster Avenue, the parties have agreed in manner hereinafter appearing:

And whereas the grants which the City have to the said portion of the bed of False Creek are subject to certain restrictions on the City's right to alienate the same, and the City have agreed with the Railway Company, upon the consent of the Dominion and Provincial Governments being obtained, to have all such restrictions removed:

Now this Agreement witnesseth that, in consideration of the sum of one dollar each paid to the other, and of the mutual covenants and agreements hereinafter contained, the parties have agreed as follows:—

(1.) The City will forthwith (after all the restrictions on their right to alienate the lands described in those certain grants made by the Government of Canada and by the Province of British Columbia are removed) convey to the Railway Company, its successors and assigns, all its right, title, and interest in and to all that portion of the bed and foreshore of False Creek lying east of Westminster Avenue, in the City of Vancouver, B. C., that is situated between the ordinary high-tide mark of False Creek, following its various bends, sinuosities, and curves, and a line commencing at the south-east corner of Lot Forty-five, Block Twenty-five, District Lot One hundred and ninety-six, Group One, New Westminster District, in the City of Vancouver, B. C., which corner is one hundred twelve and seven-tenths feet easterly from the east line of Westminster Avenue, measured along the dividing line between Lots Forty-five and Forty-six in said block; thence south seventy-seven degrees thirty-one minutes east three thousand eight hundred and fifty-nine feet, more or less, to a point, said point being four hundred eighty-one and nine-tenths feet from the westerly limit of Boundary Avenue measured along said course; thence on a curved line to the right with a radius of five hundred seventy-three and sixty-eight hundredths feet, seven hundred fifty and two-tenths feet to a point on a line drawn parallel to and forty feet distant from the westerly limit of Boundary Avenue produced southerly as described in this Agreement; thence

on a line south two degrees thirty minutes east, being tangential to said curved line, five hundred twenty and three-tenths feet to a point of curve; thence on a curved line to the right with a radius of five hundred seventy-three and sixty-eight hundredths feet, one thousand forty-nine and eight-tenths feet; thence on a line north seventy-seven degrees thirty-one minutes west, being tangential to last-described curved line, three thousand three hundred thirty-two and eight-tenths feet, more or less, to a point on the line between Lots Twenty-two and Twenty-three, Block Three, District Lot Two hundred "A," produced north-easterly, which point is two hundred twenty-one and five-tenths feet north-easterly from the north limit of Front Street; thence north sixty-seven degrees twenty minutes west four hundred ninety-four and one-tenth feet, more or less, to a point, said point being 75 feet distant from the east limit of Westminster Avenue, measured along the dividing line between Lots Thirteen and Fourteen, Block Three, District Lot Two hundred "A," Group One, New Westminster District, in the City of Vancouver, and shown on the plan hereunto annexed;

Excepting thereout the area to be occupied by Boundary Avenue as extended sixty-six feet in width from the north shore of False Creek to Glen Drive, on the south shore;

Also excepting the extension of Fifth Avenue westerly from the easterly shore of False Creek to the extension of Boundary Avenue produced as above described;

Also the extension forty feet in length by one hundred and twenty-five feet in width of that portion of the proposed road through the City's property, being the extension of First Avenue which lies on the west of the extension of Boundary Avenue.

(2.) The Railway Company will commence the reclamation by filling in the lands so conveyed to it within ninety days after it shall have obtained such conveyance and shall have obtained approval of its plans and works by the Board of Railway Commissioners for Canada (to be applied for within ninety days as aforesaid), and of any other parties, authorities, or official whose approval or consent may be necessary under any law or Statute, and will immediately after obtaining such conveyance and authority proceed with the work of reclamation and filling-in until a sufficient amount of filling shall have been done to enable it to establish at the point hereinafter mentioned freight and passenger terminals adequate to the business to be transacted by it in the City of Vancouver. The said freight and passenger terminals are to be completed within a period of five years after the work has been commenced. The total expenditure of the Railway Company on the north side of False Creek for lands, reclamation, and construction of terminals will be not less than two million five hundred thousand dollars (\$2,500,000).

(3.) The Railway Company will construct a union passenger station at or near the intersection of Park Lane and Prior Street.

(4.) The Railway Company will release to the City all riparian rights and rights of navigation in and to all that portion of the shore and bed of False Creek east of Westminster Avenue, except such rights as may be possessed by the owners of lots in Block Twenty-five, in District Lot One hundred and ninety-six, Group One, New Westminster District, south of Lot Forty-five in said block, and in Block Three, District Lot Two hundred "A," north of Lot Fourteen.

(5.) The Railway Company will, if the City so desire, at the time of filling in the lands so to be conveyed to them, fill in upon the lands adjacent thereto or any portion thereof owned by the City at the actual cost to the Railway Company for the performance of such work.

(6.) The passenger station so to be erected by the Railway Company shall be designated for a union passenger station so that the Great Northern Railway Company, the Northern Pacific Railway Company, the Grand Trunk

Pacific Railway Company, and the Canadian Northern Railway Company, or any other railway company, if they shall hereafter build railway-lines into the City of Vancouver, can obtain joint use thereof upon such terms as the Board of Railway Commissioners may deem reasonable, necessary, and just, based upon the expenditure made by the Railway Company in connection with the acquisition of lands fronting on False Creek, together with interest and cost of reclamation, and building and cost of maintenance and upkeep of such terminals.

(7.) The City hereby agrees to pass by-laws for closing and conveying to the Railway Company the following portions of streets and lanes, namely:—

- (a.) All that portion of Grove Crescent lying south of a line being the north boundary of Block One hundred and nine, in District Lot One hundred and ninety-six, produced easterly to Block One hundred and ten and westerly to Block One hundred and six, in District Lot One hundred and ninety-six:
- (b.) All that portion of Hawkes Avenue lying south of the north line of Block One hundred and fourteen, District Lot One hundred and eighty-one, produced across Hawkes Avenue:
- (c.) All that portion of William Street between Blocks One hundred and fifteen and One hundred and eighteen, District Lot One hundred and eighty-one, that lies west of a line drawn parallel to Raymur Avenue through the intersection of the southerly boundary of the new street to be constructed connecting Bayview Street with Raymur Avenue, as provided in paragraph (9), subsection (c), hereof, with the southerly boundary of Block One hundred and fifteen aforesaid:
- (d.) All that portion of Gore Avenue lying south of the north boundary of Block Twenty-five, District Lot One hundred and ninety-six, produced in the same course across Gore Avenue to the north boundary of Block One hundred and five, District Lot One hundred and ninety-six:
- (e.) All that lane leading from Park Lane to the shore of False Creek and lying north of Lot Twenty-one, in Block Twenty-five, District Lot One hundred and ninety-six:
- (f.) The lane between Blocks One hundred and ten and One hundred and eleven, District Lot One hundred and eighty-one, leading from Heatley Avenue to the shore of False Creek.

(8.) The Railway Company consents to the City extending its sewers and drains from time to time through the lands so to be conveyed to them at convenient places, in conformity with any general system of drainage and sewerage that may from time to time be designed by the City Engineer, and grants the right to enter upon, repair, renew, and rebuild the same from time to time. The Railway Company will pay the City the amount of any damage done to septic tanks at Grove Crescent and Parker Street.

(9.) The Company agrees to convey for street purposes the following lands, namely:—

- (a.) A strip of land sixty-six feet wide, commencing at the west end of Bayview Street and extending to Grove Crescent, as shown in the plan hereto annexed:
- (b.) Such portions of lots in Block One hundred and eleven and One hundred and ten, in District Lot One hundred and eighty-one, as may be necessary to extend the east boundary of Heatley Avenue in a southerly direction from Prior Street at right angles with the new street referred to in subparagraph (a) hereof:
- (c.) A strip of land sixty-six feet wide extending from the intersection of Raymur Avenue and William Street to the intersection of Bayview Street and Campbell Avenue, and William Street westerly to high-water mark between Blocks Forty-seven and Forty-eight District Lot One hundred and eighty-two:

(d.) A sufficient portion of lots in Block Twenty-five to make Park Lane one hundred feet wide:

(e.) Subject to existing leases, portions of Lots Forty-one and Forty-three "B" and Forty-four "B," in Block Twenty-five, District Lot One hundred and ninety-six, to continue Park Lane at its width of one hundred feet to the shore of False Creek.

(10.) The Railway Company consents to the City extending Carl Avenue from Grove Street by an overhead crossing over its tracks extending to the outer boundary of the Railway Company's property, and to its constructing approaches thereto, and will provide the necessary right-of-way therefor, and will pay one-half of the cost of construction of such overhead crossing and approaches; and also consents to the City extending the following streets by overhead crossings to the outer boundary of the Railway Company's property, namely: First Avenue, Carolina Street, and Hawks Avenue, or such other street in each case as the City may select in lieu thereof. The Railway Company will pay one-half of the cost of construction of the overhead crossing and approaches at First Avenue. The Railway Company also consents to the extension of Boundary Avenue southerly to Glen Drive, and to the extension of Fifth Avenue westerly to Boundary Avenue.

(11.) The City consents to all orders being made by the Board of Railway Commissioners for Canada necessary for conveniently carrying out the terms of this Agreement, including the location of tracks and crossings over streets and grades.

(12.) The Railway Company consents to any order of the Board of Railway Commissioners that may be necessary for the purpose of allowing the lines of any other railway company to cross their tracks for the purpose of obtaining access to the said union passenger station, or to those portions of the bed of False Creek owned by the City. The Railway Company admits that circumstances exist which warrant the Board of Railway Commissioners for Canada in making an order under section 176 of the "Railway Act" regarding the use of its railways from a point in Hastings Townsite at or near Still Creek siding to a connection with the union station and to the easterly boundary of the City's property on False Creek, and further agrees not to create conditions which will, in the opinion of the Board of Railway Commissioners, prevent any such necessary order being obtained.

(13.) The Railway Company assents to the alteration of the plans prepared by the City under the provisions of the "False Creek Foreshore Act" and amendments, and to the filing of a new plan or plans by the City which will carry out any scheme or schemes which the City may desire, which is not inconsistent with this Agreement, for the improvement of any portion of the lands owned by the City in the bed of False Creek.

(14.) Any of the provisions of the agreement dated the 10th day of December, 1967, between the City and the Vancouver, Westminster and Yukon Railway Company, hereinbefore in part recited which are inconsistent with this Agreement are hereby mutually rescinded, and the provisions of this Agreement are substituted therefor.

(15.) The Railway Company will employ white labour only in and about the carrying-on of the work hereinafore referred to, and will not carry on any construction work on the Sabbath Day.

(16.) All employees of the Railway Company will, as far as possible, be residents of the Province of British Columbia. All materials and supplies for the carrying on of the work of the Railway Company hereinbefore referred to will, prices and terms being as favourable as can be obtained elsewhere, be purchased within the Province of British Columbia.

(17.) The Company will pay or cause to be paid to any workmen, artisans, mechanics, and labourers employed by them in the work herein provided for a rate of wages not less than that generally accepted as current in the City of

Vancouver for competent workmen, artisans, or mechanics when employed in similar work to that hereby provided for.

(18.) The Company will not employ upon the work mentioned in this Agreement, either directly or indirectly, any Asiatic or person of the Asiatic race, and in the event of their employing any Asiatic or person of the Asiatic race they shall forfeit and pay to the City the sum of one dollar for each and every day or portion of a day each such Asiatic or person of the Asiatic race may be employed.

(19.) The Railway Company will protect and save harmless the City from any liability for damages, compensation, or costs arising from or occasioned by any works carried on or use made by the Railway Company with respect to the lands referred to in this Agreement, or by the closing of streets or lanes under paragraph (7) hereof; and if any claim is made or action brought against the City, the City will notify the Company of such claim or action, and the Company will be at liberty in the name of the City, but at its own cost and expense, to defend such claim or action.

(20.) Annexed hereto as a part of this contract is a plan showing in colours the outer boundary of the lands to be conveyed by the City to the Railway Company, together with the position of overhead crossings, new streets, and portions of streets closed and lands retained by the City.

(21.) This Agreement shall take effect after a by-law approving the same has been voted upon and received the assent of the electors of the City of Vancouver by a by-law submitted to them under the provisions of the "Vancouver Incorporation Act" and amendments.

(22.) Should the City be unable within one year from the date hereof to have the restrictions on alienations contained in such Crown grants removed therefrom, this Agreement and every clause, condition, and thing herein contained shall be null and void, and the parties hereto shall be in the same position as if this Agreement had never been made.

In witness whereof the City and the Railway Company have caused their corporate seals to be hereto affixed by their proper officers properly authorised in that behalf the day and year first above written.

Signed, sealed, and delivered in the presence of—

	L. D. TAYLOR, <i>Mayor</i>
(SEAL)	Wm. McQUEEN, <i>City Clerk</i> .
	THE VANCOUVER, VICTORIA AND EASTERN
(SEAL)	RAILWAY AND NAVIGATION COMPANY.
	F. V. BROWN, <i>Vice-President</i> .
	A. H. McNFILL, <i>Secretary</i>

VICTORIA, B. C.:

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