

REGULAR COUNCIL

TO: **Mayor & Council** DATE: **March 6, 2025**

FROM: **General Manager, Corporate Services** FILE: **4266, E-1976-0212**
General Manager, Engineering XC:
City Solicitor

SUBJECT: **Abandonment of Expropriation of Right-of-Way at 14159 – 40 Avenue**

RECOMMENDATION

The Corporate Services Department, the Engineering Department and Legal, Bylaw & Risk Services recommend that Council:

1. Receive this report as information;
2. Authorize the City Clerk to bring forward for the required readings, *A Bylaw to Repeal the Water Main Right-of-Way Expropriation By-law, Repeal Bylaw, 2025, No. _____* (the “Repeal Bylaw”), as shown in Appendix “I”; and
3. Authorize the General Manager, Engineering, to:
 - (a) Together with the City Clerk, complete and execute the Notice of Abandonment with respect to the Property and in the form prescribed by the *Expropriation Act General Regulation*; and
 - (b) Arrange for the filing in the Land Title Office of the Notice of Abandonment and then arrange to serve copies of the Notice of Abandonment on anyone required under the *Expropriation Act*.

INTENT

The intent of this report is to seek Council’s approval to undertake the necessary actions to abandon the expropriation of a right-of-way at 14159 – 40 Avenue (the “Property”) (as shown in Appendix “II”)

BACKGROUND

On July 5, 1976, Council adopted the *Water Main Right-of-Way Expropriation By-law, 1976, No. 4900*, attached to this report as Appendix “III”, to expropriate a right-of-way from the Property.

On July 23, 1976, the City registered an Expropriation Notice in the Land Title Office for the purpose of acquiring a right-of-way at the Property. At the time, the right-of-way was required for waterworks.

DISCUSSION

Currently, there is no City infrastructure within the right-of-way area and the City has no plans for expansion of a watermain along this proposed right-of-way. Local water services can be provided to

these local agricultural parcels along city road dedications. As there is no current foreseeable purpose for this right-of-way, staff are seeking Council's approval to abandon the expropriation.

Next Steps

If Council approves the recommendations of this report, the next steps in the process include the following:

1. the City Clerk will bring forward the Repeal Bylaw for the required readings;
2. staff will execute the Notice of Abandonment; and
3. the Notice of Abandonment will be filed in the Land Title Office and served on anyone required under the *Expropriation Act*.

CONCLUSION

Staff recommend that Council approve staff to take the necessary actions to abandon the expropriation so that the Property is no longer impacted by the Expropriation Notice.

Joey Jatinder Singh Brar
General Manager,
Corporate Services

Scott Neuman, P.Eng.
General Manager, Engineering

Philip C.M. Huynh
City Solicitor

Appendix "I" - *A Bylaw to Repeal the Water Main Right-of-Way Expropriation By-law, Repeal Bylaw, 2025, No. _____*

Appendix "II" - Aerial Photograph of Site

Appendix "III" - *Water Main Right-of-Way Expropriation By-law, 1976, No. 4900*

CITY OF SURREY

BYLAW NO. _____

A Bylaw to Repeal the Water Main Right-of-Way
Expropriation By-law, 1976, No. 4900

.....

The Council of the City of Surrey ENACTS AS FOLLOWS:

- 1. "Water Main Right-of-Way Expropriation By-law, 1976, No. 4900", attached hereto, is hereby repealed.
- 2. This Bylaw shall be cited for all purposes as "A Bylaw to Repeal the Water Main Right-of-Way Expropriation By-law, Repeal Bylaw, 2025, No. _____".

PASSED FIRST READING on the th day of , 20 .

PASSED SECOND READING on the th day of , 20 .

PASSED THIRD READING on the th day of , 20 .

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the th day of , 202_.

_____MAYOR

_____CLERK

THE CORPORATION OF THE DISTRICT OF SURREY

BY-LAW NO. 4900

A by-law to acquire a right-of-way by expropriation for the use of The Corporation of the District of Surrey in the construction of water works.

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The Council of The Corporation of the District of Surrey, in open meeting assembled, ENACTS AS FOLLOWS:-

1. This By-law may be cited for all purposes as the "Water Main Right-of-Way Expropriation By-law, 1976, No. 4900".
2. Pursuant to the provisions of the Municipal Act, R.S.B.C., 1960 and amendments thereto, The Municipal Council of The Corporation of the District of Surrey is hereby authorized by its servants to enter upon and the Council does hereby expropriate, break up, take, or enter into possession of and use for the purposes of a right-of-way, in the form hereunto annexed and made part of this By-law, for a water line, the following described lands and premises:
All that portion of Parcel "E" (Reference Plan 327), of Lot 159, Group 2, New Westminster District shown as Right-of-Way and outlined red on Explanatory Plan 50380.
3. This By-law shall not come into effect until it has been published in the Gazette and once in a newspaper published or circulating in the Municipality of Surrey and a certified copy thereof has been filed in the Land Registry Office in the City of New Westminster.

PASSED by the Municipal Council on the 5th day of July, 1976.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk and sealed with the Corporate Seal on the 8th day of July, 1976.

 MAYOR
 CLERK

THIS INDENTURE MADE THE DAY OF A.D. 197

BETWEEN:

(hereinafter called "The Grantor")

OF THE FIRST PART

AND: The Corporation of the District of Surrey, having its Municipal offices in the Municipality of Surrey in the Province of British Columbia.

(hereinafter called "The Grantee")

OF THE SECOND PART

WHEREAS the Grantor is the owner in fee of those certain parcels or tracts of land and premises, situate, lying and being in the Municipality of Surrey in the Province of British Columbia and being more particularly known and described as:

AND WHEREAS to facilitate the installation of works the Grantor has agreed to permit the construction by the Grantee of the aforementioned works on the said lands, to grant for that purpose the right-of-way hereinafter mentioned.

NOW THIS INDENTURE WITNESSETH that in consideration of the sum of ONE (\$1.00) DOLLAR, now paid by the Grantee to the Grantor (the receipt whereof is hereby acknowledged) and for other valuable consideration the Grantor, for himself, his heirs, executors, administrators and assigns DOOTH GRANT unto the Grantee a right-of-way and the full, free and unrestricted right and liberty to construct and maintain the aforementioned works in, over and upon all and singular that certain parcel or tract of land and premises, situate, lying and being in the Municipality of Surrey in the Province of British Columbia and more particularly known and described as:

AND for the purposes aforesaid to enter upon and have free and uninterrupted access at all times to the said right-of-way, with or without workmen, vehicles and equipment.

AND to enter upon and have free and uninterrupted access for the purpose of repairing, cleaning and otherwise servicing the aforementioned works, placed by the Grantee upon the said lands.

AND it is mutually understood and agreed by and between the parties hereto that this Indenture shall be construed as a covenant running with the land;

TO HAVE AND TO HOLD unto the Grantee, its successors and assigns forever;

THE GRANTOR hereby agrees that for the purposes of installing the works initially, the Grantee may enter upon an additional SIXTY (60) feet of the Grantor's property adjacent to the right-of-way;

THE GRANTOR HEREBY COVENANTS and agrees with the Grantee that the Grantor will not erect, place or maintain any building or structure on any portion of the right-of-way;

AND that the Grantor will not do or knowingly permit to be done any act or thing which will interfere with or injure the said works and in particular will not carry out blasting on or adjacent to the right-of-way, without the consent in writing of the Grantee provided that such consent shall not be unreasonably withheld;

AND that the Grantor will not diminish the soil cover over any pipe installed in the right-of-way without the consent in writing of the Grantee provided that such consent shall not be unreasonably withheld;

AND THE GRANTOR covenants and agrees with the Grantee that any and all chattels and fixtures installed by the Grantee on the said right-of-way shall be and shall remain chattels, any rule at law to the contrary notwithstanding and shall belong solely and exclusively to the Grantee.

THE GRANTEE HEREBY COVENANTS and agrees with the Grantor that the Grantee:

- (a) will not bury debris or rubbish of any kind in excavations or backfill and will remove shoring and like temporary structures as backfilling proceeds;
- (b) will thoroughly clean the site, raking up all rubbish and construction debris and leave the site in a neat and clean condition;

- (c) will, as soon as weather and soil conditions permits, and insofar as it is practicable so to do, bury, maintain, repair and/or replace and remove all underground works so as not to interfere unduly with the drainage of the land;
- (d) will, as far as reasonably necessary, carry out the construction, maintenance, repair and/or replacement and renewal of the said works in a proper and workmanlike manner so as to do as little injury as possible;
- (e) will, repair any damage to the Right-of-Way occasioned by its use of the Right-of-Way.

IT IS MUTUALLY UNDERSTOOD, agreed and declared by and between the parties hereto that the covenants herein contained shall be covenants running with the land and that none of the covenants herein contained shall be personal or binding upon the parties hereto, save and except during the Grantor's seisin or ownership of any interest in the Right-of-Way and with respect only to that portion of the Right-of-Way of which the Grantor shall be seised or which he shall have an interest, but that the land shall, nevertheless, be and remain at all times charged therewith;

AND THAT, save as aforesaid, nothing in these presents shall be interpreted so as to restrict or prevent the Grantor from using the Right-of-Way in any manner which does not interfere with the security or efficient functioning of or unobstructed access to the said works.

IN WITNESS WHEREOF the Grantor has hereunto set his hand and seal the day and year first above written.

SIGNED, SEALED AND DELIVERED BY)
 in the presence of:)

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 _____) _____

SIGNED, SEALED AND DELIVERED BY)
In the presence of:)
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SIGNED, SEALED AND DELIVERED BY)
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IN WITNESS WHEREOF the Corporate seal of THE CORPORATION OF
THE DISTRICT OF SURREY is hereunto affixed in the presence
of its duly authorized officers:



Mayor.

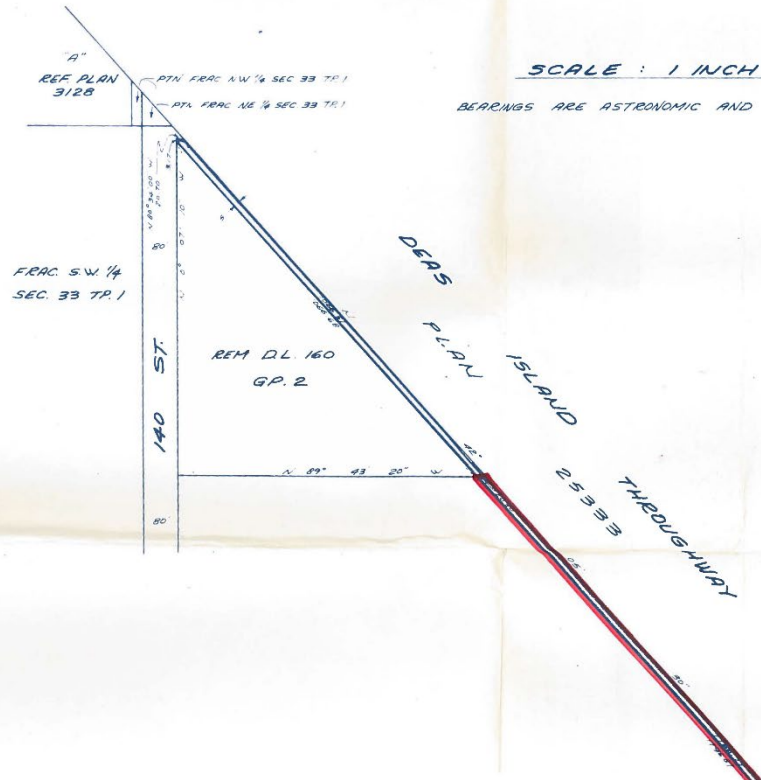
Clerk.

EXPLANATORY PLAN OF RIGHT OF WAY THROUGH PORTIONS
OF D.L. 159 AND D.L. 160 GP. 2 N.W.D.

FOR WATERMAIN PURPOSES

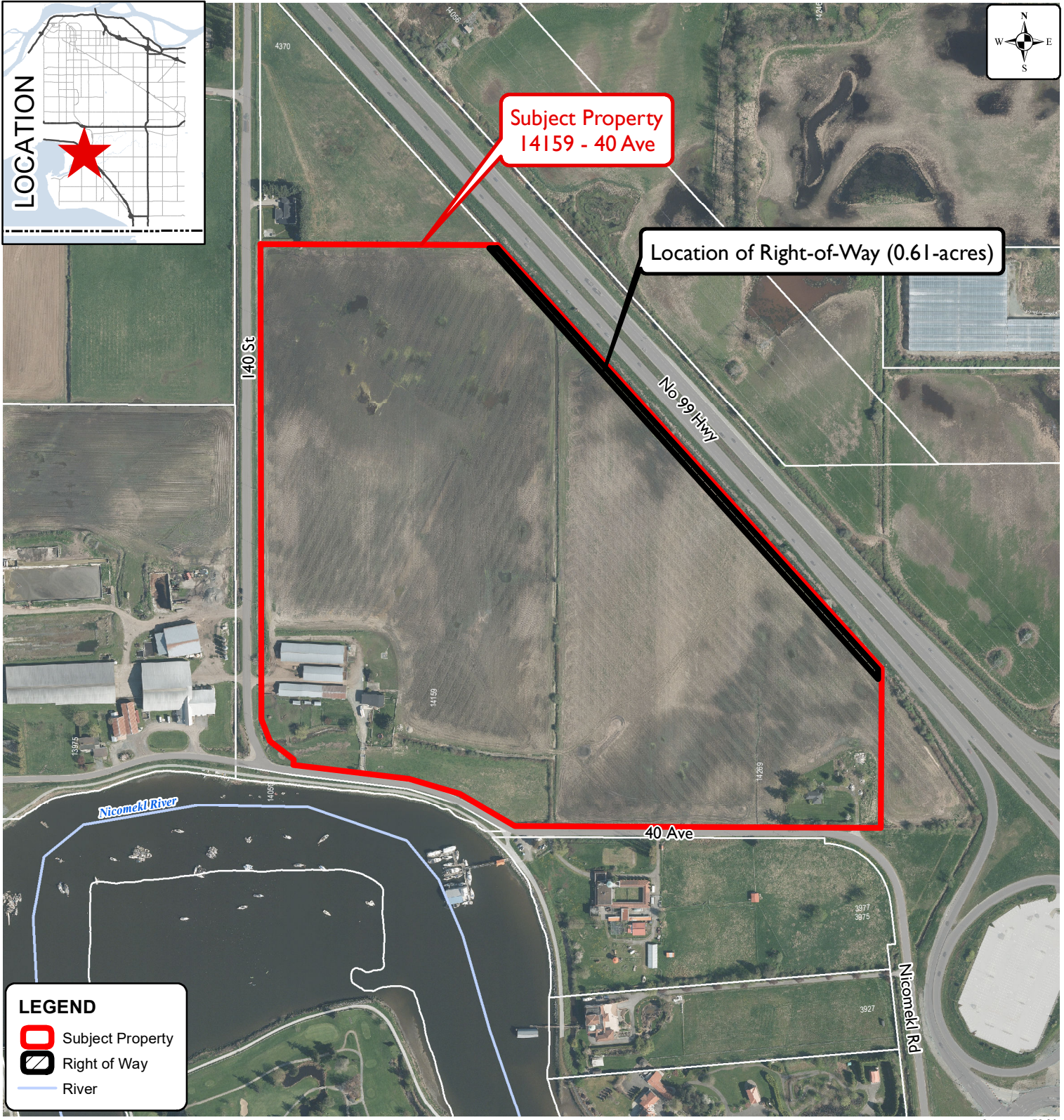
SCALE : 1 INCH = 200 FEET

BEARINGS ARE ASTRONOMIC AND DERIVED FROM PLAN 25333





Partial map for
BY 1/4000 only, see
original for full map

AERIAL PHOTOGRAPH OF SITE



LEGEND

-  Subject Property
-  Right of Way
-  River

Produced by GIS Section: 21-Feb-2025

Date of Aerial Photograph: 2023

Scale: 1:5,000 



Subject Property
14159 - 40 Avenue

CORPORATE
SERVICES
DEPARTMENT

The data provided is compiled from various sources and IS NOT warranted as to its accuracy or sufficiency by the City of Surrey.
 This information is provided for information and convenience purposes only.
 Lot sizes, Legal descriptions and encumbrances must be confirmed at the Land Title Office.

Water Main Right-of-Way Expropriation By-law, 1976, No. 4900

THE CORPORATION OF THE DISTRICT OF SURREY

BY-LAW NO. 4900

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1. This By-law may be cited for all purposes as the "Water Main Right-of-Way Expropriation By-law, 1976, No. 4900".
2. Pursuant to the provisions of the Municipal Act, R.S.B.C., 1960 and amendments thereto, The Municipal Council of The Corporation of the District of Surrey is hereby authorized by its servants to enter upon and the Council does hereby expropriate, break up, take, or enter into possession of and use for the purposes of a right-of-way, in the form hereunto annexed and made part of this By-law, for a water line, the following described lands and premises:

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PASSED by the Municipal Council on the 5th day of July, 1976.

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- (d) will, as far as reasonably necessary, carry out the construction, maintenance, repair and/or replacement and renewal of the said works in a proper and workman-like manner so as to do as little injury as possible;
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AND THAT, save as aforesaid, nothing in these presents shall be interpreted so as to restrict or prevent the Grantor from using the Right-of-Way in any manner which does not interfere with the security or efficient functioning of or unobstructed access to the said works.

IN WITNESS WHEREOF the Grantor has hereunto set his hand and seal the day and year first above written.

SIGNED, SEALED AND DELIVERED BY)
 in the presence of:)
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SIGNED, SEALED AND DELIVERED BY)
In the presence of:)

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SIGNED, SEALED AND DELIVERED BY)
In the presence of:)

_____) _____

_____) _____

IN WITNESS WHEREOF the Corporate seal of THE CORPORATION OF
THE DISTRICT OF SURREY is hereunto affixed in the presence
of its duly authorized officers:



Mayor.

Clerk.

EXPLANATORY PLAN OF RIGHT OF WAY THROUGH PORTIONS
OF D.L. 159 AND D.L. 160 GP. 2 M.W.D.

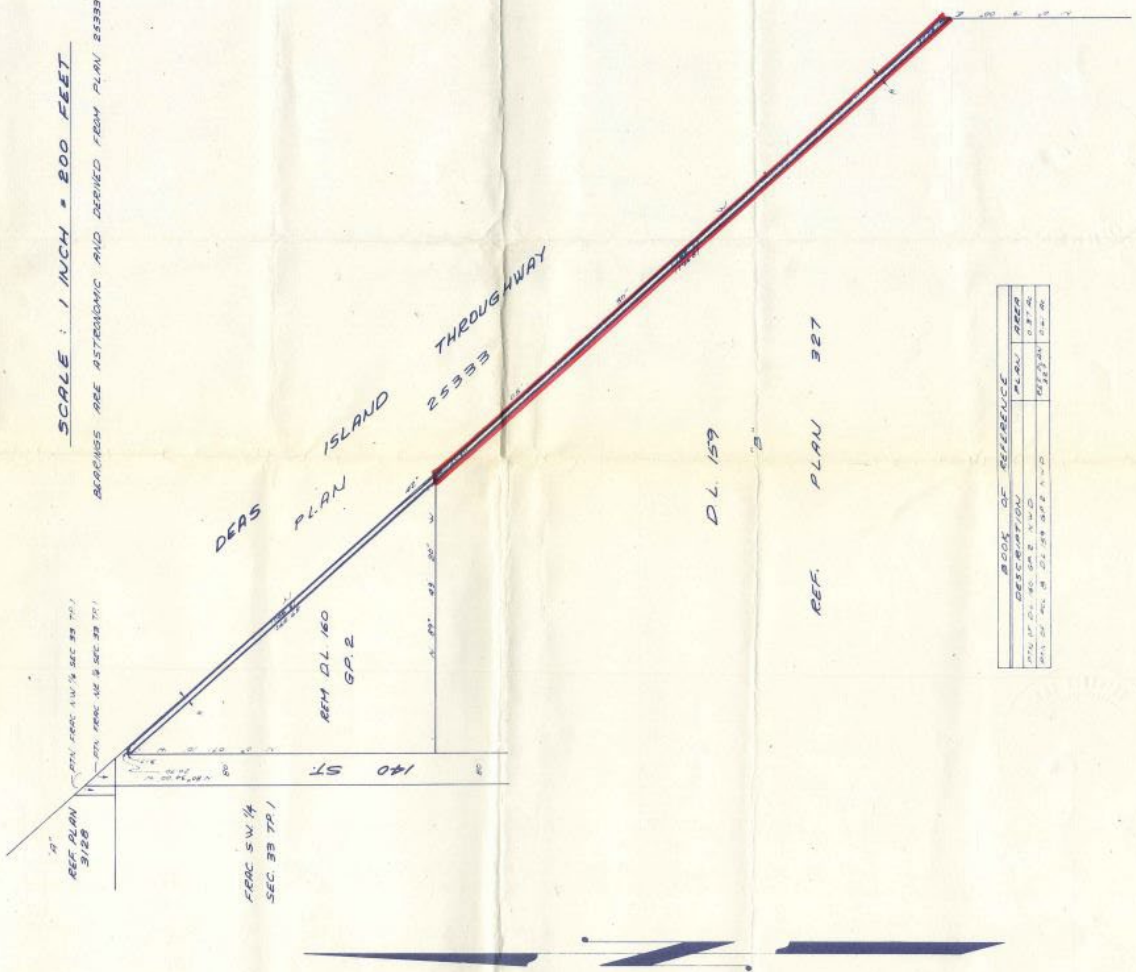
PLAN 50380

FOR WATERMAIN PURPOSES

Deposited in the Local Registry Office of New Westminster,
B.C. this day of 192.....

REGISTRAR

SCALE: 1 INCH = 200 FEET
BEREAVES ARE ASTRONOMIC AND DERIVED FROM PLAN 85333



THIS PLAN LIES WITHIN THE GREATER
VANCOUVER REGIONAL DISTRICT

Certified correct according to Local Registry Office
Records Dated the 18th day of June 192.....

[Signature]
B.C.L.

BOOK OF REFERENCE	PLAN AREA
DESCRIPTION	PLAN AREA
PLAN D.L. 160 GP. 2 M.W.D.	0.37 AC.
PLAN D.L. 159 M.W.D.	0.17 AC.
TOTAL PLAN D.L. 159 & D.L. 160 GP. 2 M.W.D.	0.54 AC.

REF. PLAN 327

D.L. 159