

CORPORATION OF THE DISTRICT OF BURNABY

BY-LAW NO. 1165.

A BY-LAW to aid the Shell Oil Company of British Columbia Limited in establishing a Petroleum Installation plant in the Municipality of Burnaby.

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WHEREAS the Shell Oil Company of British Columbia Limited, (hereinafter referred to as the Shell Company), has represented to the Corporation that it intends to construct and operate a Petroleum Installation plant in the Municipality of Burnaby on the lands hereinafter mentioned and described, and has requested the Corporation to enter into an agreement providing that, subject to the approval of the Lieutenant Governor in Council, the Corporation may accept from the Shell Company a fixed sum on a fixed date in each and every year for the period of ten years after a by-law authorizing the Corporation to enter into such an agreement shall have been submitted to and shall have received the assent of the electors in manner required by the Municipal Act.

AND WHEREAS in the interests of industrial development in the Municipality and in view of the Corporation's policy to establish industries in the Municipality the Council of the Corporation deems it expedient to comply with the request of the Shell Company.

AND WHEREAS the Corporation has power under the provisions of the Municipal Act and Amending Acts to enter into an agreement with the Shell Company fixing the annual amount of taxation to be levied against said land for the period aforesaid.

AND WHEREAS a draft proposed agreement has been approved by the Council of the Corporation and by the Shell Company, and is set out in Schedule "A" hereto and is hereinafter referred to as "the agreement".

NOW THEREFORE the Council of the Corporation of the District of Burnaby ENACTS AS FOLLOWS:-

1. The Corporation and its Council are hereby authorized and empowered to give to the Shell Company the aid herein mentioned and set forth in the agreement, and to enter into an agreement in the form of the draft set out in schedule "A" hereto.

2. After the assent of the electors has been given in the manner hereinafter provided, and after this By-law is in full force and effect, and the agreement shall have been executed by the Shell Company, the Corporation shall forthwith execute and deliver the agreement to the Shell Company, and on the execution thereof by both parties thereto and delivery as aforesaid, the agreement shall be deemed to form part of and be read with this by-law and shall be in full force and effect.

3. The terms, covenants and conditions contained in the agreement are hereby approved and confirmed, and it shall be lawful for the Corporation to carry out, perform and fulfill the agreement, and every term thereof.

4. Subject to the approval of the Lieutenant-Governor in Council the annual sum of money which the Shell Company shall pay to the Corporation, and which the Corporation may assess and levy against the lands and premises in the next succeeding section of this By-law mentioned and described for, and during the period of ten years from the date of the final passing of the By-law shall be the sum of Two thousand (\$2,000.00) Dollars, in lieu of all Municipal rates and taxes, payable on the 30th day of June in each and every year.

5. The lands and premises referred to in the last preceding section hereof are known and described as follows:-

ALL AND SINGULAR Lot "B" of District Lot Two hundred and Seventeen (217) in Group One (1) in the District of New Westminster in the Province of British Columbia, according to a map or plan deposited in the Land Registry Office in the City of New Westminster, British Columbia, as number 1071, saving and excepting thereout and therefrom that portion of said Lot "B" shown on Sketch number 7037 deposited in the Land Registry Office aforesaid, the portion of said Lot "B" covered by this agreement containing 68.718 acres more or less.

ALSO Lot numbered Five (5) of Block numbered Six (6) in District Lot numbered Two hundred and six (206) according to said plan numbered 1071, containing 3.41 acres more or less:

6. This By-law shall before the final passing thereof be submitted to and receive the assent of the electors of the Corporation in manner provided by the Municipal Act, and shall also be submitted to and receive the approval of the Lieutenant Governor in Council.

7. This By-law may be cited as the "SHELL OIL COMPANY OF BRITISH COLUMBIA LIMITED AID BY-LAW 1930."

DONE AND PASSED in open Council this Twenty-ninth (29th) day of September, A.D. 1930.

RECEIVED THE ASSENT OF THE ELECTORS this Eighteenth (18th) day of October, A.D. 1930.

RECONSIDERED AND FINALLY PASSED this Twentieth (20th) day of October, A.D. 1930.



*W. A. Pittard*  
REEVE.

*Arthur G. Moore*  
CLERK.

I, Arthur G. Moore, Clerk to the Municipal Council of the Corporation of the District of Burnaby do hereby certify that the foregoing is a true copy of a By-law passed by the Municipal Council on the 20th. day of October, A.D. 1930.

*Arthur G. Moore*  
CLERK.

SCHEDULE "A"

THIS AGREEMENT made the 21st. day of October  
in the year of our Lord one thousand nine hundred and thirty.

BETWEEN:

THE CORPORATION OF THE DISTRICT  
OF BURNABY, hereinafter called  
"the Corporation",

OF THE FIRST PART

AND:

SHELL OIL COMPANY OF BRITISH  
COLUMBIA LIMITED, hereinafter  
called the "Shell Company",

OF THE SECOND PART:

WHEREAS the Shell Company has purchased from  
the Corporation the lands and premises hereinafter  
mentioned and described and proposes to establish  
thereon a Petroleum Installation plant.

AND WHEREAS the Shell Company has requested  
the Corporation to enter into an agreement with it  
subject to the assent of the electors, and subject to  
the approval of the Lieutenant-Governor in Council, fixing  
the annual sum of money which the Shell Company shall pay  
to the Corporation and which the Corporation may assess and  
levy against the said lands and improvements thereon for  
the period of ten years from the 1st day of January 1931.

AND WHEREAS it has been agreed between the  
parties hereto subject as aforesaid and subject to the  
terms and conditions hereinafter mentioned, that the  
annual taxation of said lands and improvements thereon  
for the period aforesaid shall be Two thousand (\$2,000.00)  
Dollars.

NOW THEREFORE THIS AGREEMENT WITNESSETH that  
in consideration of the premises and of the sum of One  
(\$1.00) Dollar of lawful money of Canada now paid by

the Shell Company to the Corporation, the parties hereto covenant, promise and agree each with the other in manner following, that is to say:-

1. The Corporation shall exempt the Shell Company and the said lands and premises from all municipal rates and taxes for a period of ten (10) years from the first day of January A.D. 1951.

2. Subject to the approval of the Lieutenant-Governor in Council the sum of money which the Shell Company shall pay to the Corporation and which the Corporation may assess and levy against the lands and premises in the next succeeding section of this agreement mentioned and described for and during the period of ten (10) years from the date of the final passing of a by-law authorizing the Corporation to enter into this agreement shall be the sum of Two thousand (\$2,000.00) Dollars, in lieu of all municipal rates and taxes payable on the 30th day of June in each and every year.

3. The lands and premises referred to in the last preceding section hereof are known and described as follows:-

Lot "B" of District Lot Two hundred and seventeen (217) in Group One (19 in the District of New Westminster in the Province of British Columbia, according to a map or plan deposited in the Land Registry Office in the City of New Westminster, British Columbia, as number 1071, saving and excepting thereout and therefrom that portion of said Lot "B" shown on Sketch number 7037 deposited in the Land Registry Office aforesaid, the portion of said Lot "B" covered by this agreement containing 68.718 acres more or less:

ALSO Lot numbered Five (5) of Block numbered Six (6) in District Lot numbered Two hundred and six (206) according to said plan numbered 1071, containing 3.41 acres more or less:

4. The Shell Company will within six (6) months after the ratification of this agreement commence the construction of a Petroleum Installation plant upon the said premises in accordance with plans and specifications to be prepared by the Shell Company and approved by the Corporation's Engineer and will prosecute and complete for operation the said plant within eighteen (18) months after the said commencement of construction;

PROVIDED HOWEVER that the Corporation may in its discretion extend the time herein fixed for the commencement and completion of the said plant.

5. It is hereby understood and agreed between the parties hereto that in the event of the Shell Company failing to operate its said plant for any period of six (6) months during each and every year of the term of years hereinbefore mentioned, the Corporation shall be at liberty to terminate this agreement upon giving to the Shell Company one month's notice in writing, such notice to be delivered at the office of the Shell Company in the City of Vancouver or sent by prepaid registered mail addressed as follows:-

SHELL OIL COMPANY OF BRITISH COLUMBIA LIMITED,  
VANCOUVER: B. C.

PROVIDED, HOWEVER, that the time during which the Shell Company may be prevented from carrying on its operations by reason of the acts of God, King's enemies, strikes of workmen, or by reason of any occurrence beyond the control of the Shell Company shall not be computed in any such period of six months.

6. The Shell Company further covenants and agrees with the Corporation that the Shell Company in the erection of its plant (all other things being equal) will give preference to the residents of the Municipality of Burnaby.

7. The Shell Company further covenants with the Corporation that it will use its best endeavours to have its employees reside in the Municipality of Burnaby, and give preference of employment to residents of that Municipality (all other things being equal.)

8. The Shell Company covenants with the Corporation that all workmen, mechanics, artisans and labourers employed in or about the construction, maintenance and operation of the said plant on said lands shall receive such wages and remuneration as are generally accepted as current in each trade for competent workmen in the said Municipality of Burnaby, as required by the provisions of the Municipal Act and Amending Acts.

9. The Shell Company shall have the full and unrestricted use of the said lands for any and all processes of the Petroleum Industry, but shall indemnify and save the Corporation harmless from and against all claims for damages and all actions, suits, claims and demands, that may be made or brought against the Corporation alone or against the Corporation and the Shell Company jointly, by reason or on account of the establishment and/or operation of the said Petroleum Industry on the said lands.

10. The Corporation, so far as it has power to do so, hereby gives and grants to the Shell Company the right and permission to place pipe facilities across the surface of any of the untravelled and ungraded streets of the Corporation until such time as the Corporation shall require the surface of such streets so used for pipe facilities for highway purposes, and the Shell Company upon receiving ninety days' (90) notice in writing from the Corporation that any of such streets that may be in use for pipe facilities as aforesaid are required for highway purposes, shall at or before the expiration of such period remove its pipe facilities from any and all streets that may be mentioned in any such Notice, in which case the Corporation will allow the Shell Company to place said pipe facilities under such streets, subject to the approval of the Corporation's Engineer.

11. The Corporation will supply water by meter to the Shell Company at a gross rate of Five cents and three quarters of a cent ( $5\frac{3}{4}$ ¢) for each hundred (100) cubic feet of water supplied, subject to a discount in favour of the Shell Company of three quarters of a cent ( $\frac{3}{4}$ ¢) per hundred (100) cubic feet if paid within the discount period fixed by the Corporation.

12. The Corporation will forthwith, upon the execution of this agreement, open, grade, and gravel Kensington Avenue in the Municipality of Burnaby from Hastings Street, to a point on said Kensington Avenue situate nine hundred feet (900')

North of Pandora Street in said Municipality of Burnaby, and will pave said portion of said Kensington Avenue when same has been opened, graded and gravelled as aforesaid within twelve months from the date when the same shall have been opened.

13. When this agreement shall come into full force and effect, it shall be binding upon and enure to the benefit of the successors and assigns of each of the parties hereto.

14. This agreement shall not come into full force and effect until it has received the assent of the electors of the Municipality of Burnaby in manner required by law and until it has received the approval of the Lieutenant-Governor in Council.

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

SIGNED SEALED AND DELIVERED )

in the presence of:

SHELL OIL COMPANY OF BRITISH COLUMBIA LIMITED.

*W.A. Puleford*

*[Signature]*  
\_\_\_\_\_  
PRESIDENT.

*[Signature]*  
\_\_\_\_\_  
SECRETARY.

*W.A. Puleford* *Reeve*  
*Arthur G. Moore* *Clark*

