

CORPORATION OF THE DISTRICT OF BURNABY.

BY-LAW NO.1500

THE DENT LIMITED TAXATION BY-LAW.

A BY-LAW TO AID DENT LIMITED OF VANCOUVER, B. C., IN ESTABLISHING A PETROLEUM REFINING PLANT IN THE MUNICIPALITY OF BURNABY.

WHEREAS DENT LIMITED a company duly incorporated under the laws of the Province of British Columbia, hereinafter referred to as "the Company," has represented to the Corporation that it intends to construct and operate a petroleum refining 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 ratification and validation by the Legislative Assembly of the Province of British Columbia, the Corporation may grant aid to the Company by way of exemption from payment of certain municipal taxes, the Company in lieu of the said taxes paying to the Corporation a fixed sum on a fixed day in each and every year during the period of Ten (10) years to commence on the 1st day of January, 1936.

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

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

AND WHEREAS it is intended that this By-Law and the Agreement shall be submitted for ratification and validation to and by the Legislative Assembly of the Province of British Columbia during the current Session.

NOW THEREFORE the Commissioner of the Corporation of the District of Burnaby enacts as follows:



1. The Corporation and its Commissioner are hereby authorized and empowered to grant to the Company the aid herein mentioned on the terms and conditions set forth in the Agreement, a draft of which is set out in Schedule "A" hereto.

2. Forthwith upon the ratification and validation by the Legislative Assembly of the Province of British Columbia of this By-Law, including Schedule "A" hereto, and upon the execution by the Company of an Agreement in the form set out in Schedule "A" hereto, the Corporation is hereby authorized as its act and deed and under its corporate seal to enter into and execute the said agreement and to deliver an executed copy thereof to the Company, and upon the execution of the same by the Corporation and by the Company and upon delivery as aforesaid, the Agreement shall be and be deemed to be and to form part of and shall accordingly be read with this By-Law, and shall then and thereupon be and be deemed to be in full force, virtue and effect.

3. The covenants, agreements, stipulations, promises, terms, provisions and conditions set forth and contained in the Agreement are hereby approved and confirmed, and it shall be lawful for the Corporation to observe, carry out, perform and fulfil the Agreement and each and every covenant, agreement, stipulation, promise, term, provision and condition therein contained. Subject to the like observance, carrying out, performance and fulfilment of all covenants, agreements, stipulations, promises, terms, provisions and conditions on the part of the Company contained in the Agreement.

4. SUBJECT ONLY to ratification and validation by the Legislative Assembly of the Province of British Columbia, the annual sum of money which the Company shall pay to the Corporation, and which the Corporation shall receive and accept from the Company in lieu of all taxes which might, save for this By-Law and Schedule "A" hereto, be assessed, levied and collectible by the Corporation from the Company not only in respect of the lands and premises in Section 5 of this By-Law described, but also in respect of such water lot and/or water lots and/or leases of water lot and/or water lots and/or foreshore and/or lease of foreshore which the

Company may acquire from the Crown in conjunction with the said lands and premises and also in respect of all improvements intended to be constructed, erected and placed by the Company upon the said lands and premises as well as upon any such water lot and/or water lots and/or foreshore as more particularly indicated in the Agreement, shall be the sum of Eighteen hundred dollars (\$1800.00) for each of the five years next ensuing after the 1st day of January, 1936, and Twenty-four hundred dollars (\$2400.00) for each of the five years next ensuing after the 1st day of January, 1941, and each of such annual payments shall be made on the 30th day of June, and the first of such annual payments shall be made on the 30th day of June, 1936.

5. The lands and premises referred to in Section 4 hereof are known and described as follows:

Blocks 35 and 36 of Lot 187, Group 1, Map 1282, Municipality of Burnaby, in the District of New Westminster.

Lots 1, 2 and 4 to 18 inclusive, and 21, 22 and 23 of Block 32, of Lot 187, Group 1, Map 1282, Municipality of Burnaby, in the District of New Westminster.

Lot 1 Block "A" of Lot 188, Group 1, Map 4169, Municipality of Burnaby, in the District of New Westminster.

6. This By-Law shall be submitted forthwith to the Legislative Assembly of the Province of British Columbia, to the end that the same may be ratified and validated in such manner as such Assembly may determine, and as and from the date of such ratification and validation, this By-Law shall take effect and come into force.

7. This By-Law may be cited as the "DENT LIMITED OF VANCOUVER, B.C., AID BY-LAW 1935."

DONE AND PASSED in open Council this 6th day of March,
in the year of our Lord one thousand nine hundred and thirty-five.
RECONSIDERED AND FINALLY PASSED this 8th day of March, A.D. 1935.
RECEIVED THE ASSENT OF THE LEGISLATIVE ASSEMBLY this _____
day of March, A. D. 1935.



Hugh W. Fraser
COMMISSIONER.

Charles B. Brown
CLERK.

I, CHARLES B. BROWN, Clerk of the Corporation
of the District of Burnaby, DO HEREBY CERTIFY
the foregoing to be a true copy of a bylaw passed
by the Commissioner for the Corporation of the
District of Burnaby on the Eighth (8th) day of
March, A. D. 1935.

Charles B. Brown
CLERK.

SCHEDULE "A".

THIS AGREEMENT made and entered into the ____ day of March in the year of our Lord one thousand nine hundred and thirty-five.

BETWEEN:

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

OF THE FIRST PART,

-and-

DIENT LIMITED, a company duly incorporated under the laws of the Province of British Columbia, with registered office in the City of Vancouver, Province aforesaid, hereinafter called "the Company"

OF THE SECOND PART.

WHEREAS the Corporation has heretofore sold to the Company and the Company has purchased from the Corporation the lands and premises hereinafter mentioned and described.

NOW THEREFORE IN CONSIDERATION of the premises and of the mutual covenants and agreements hereinafter set forth and contained, THIS AGREEMENT WITNESSETH and the parties hereto DO HEREBY MUTUALLY COVENANT, PROMISE, UNDERTAKE and AGREE each with the other in manner following, that is to say:

1. The lands and premises herein referred to and which form part of the subject matter of this Agreement, are known and described as follows:

Blocks 35 and 36 of Lot 187, Group 1, Map 1282, Municipality of Burnaby, in the District of New Westminster.

Lots 1, 2 and 4 to 18 inclusive, and 21, 22 and 23 of Block 32, of Lot 187, Group 1, Map 1282, Municipality of Burnaby, in the District of New Westminster.

Lot 1 Block "A" of Lot 188, Group 1, Map 4169, Municipality of Burnaby, in the District of New Westminster.

The lands and premises in this Paragraph 1 described are hereinafter for convenience referred to as "the said lands and premises."

2. The water lots and foreshore herein referred to and which form part of the subject matter of this Agreement, shall be such water lot and/or water lots, and/or leases of water lot and/or water lots and/or foreshore and/or lease and/or leases of foreshore as may hereafter be acquired from the Crown by or

on behalf of the Company contiguous to and for use and occupancy in conjunction with the said lands and premises. The whole (or if the context shall so require, any part) of the properties in this Paragraph 2 set forth, mentioned and described shall hereinafter for convenience be referred to as "the said foreshore."

3. The Company shall, not later than the 1st day of September, 1935, commence the construction of a petroleum refinery plant upon the said lands and premises in accordance with plans and specifications to be prepared by the Company and filed with the said Corporation, said plant to cost not less than Two hundred and fifty thousand dollars (\$250,000.00) and will prosecute the construction of such plant continuously and diligently to the end that not later than the 1st day of June, 1936, the said sum of not less than Two hundred and fifty thousand dollars (\$250,000.00) shall have been expended for the purposes aforesaid, and that the said proposed petroleum refinery plant shall be in operation.

4. In consideration of the foregoing, the Corporation shall, and it doth hereby exempt and relieve and absolve from all municipal taxes for the period and term of ten years next ensuing after the 1st day of January, 1936, the Company and the said lands and premises and the said foreshore and all improvements by way of plant and construction upon the said lands and premises as contemplated hereunder, as well as all intended improvements upon the said foreshore for use in conjunction with the foregoing, and this exemption, relief and absolution for the said ten year period shall subsist whether the aforesaid improvements shall cost Two hundred and fifty thousand dollars (\$250,000.00) or any greater sum.

5. SUBJECT ONLY to ratification and validation by the Legislative Assembly of the Province of British Columbia, the annual sum of money which the Company shall pay to the Corporation, and which the Corporation shall receive and accept from the Company in lieu of all municipal taxes which, save for this Agreement and the By-Law authorizing it and the legislation ratifying such By-Law, might be assessed, levied and collectible by the Corporation from the Company, not only in respect of the said lands and premises but also in respect of the said foreshore and also in respect of all improvements

by way of plant and construction upon the said lands and premises as contemplated hereunder and also in respect of all improvements upon the said foreshore for use in conjunction with the foregoing, shall be the sum of Eighteen hundred dollars (\$1800.00) for each of the five years next ensuing after the 1st day of January, 1936, and the sum of Twenty-four hundred dollars (\$2400.00) for each of the five years next ensuing after the 1st day of January, 1941, and each of the said sums of Eighteen hundred dollars (\$1800.00) and Twenty-four hundred dollars (\$2400.00) respectively, shall be and become payable on the 30th day of June in the years in which the same shall be respectively payable, the first of such payments to be made on the 30th day of June, 1936, and the provisions of this paragraph for the said ten year period shall subsist whether the improvements aforesaid shall cost Two hundred and fifty thousand dollars (\$250,000.00) or any greater sum.

The annual sums payable by the Company under this Paragraph 5 shall be a special charge upon the said lands and premises with improvements, if any, thereon having preference over any claim, lien, privilege or encumbrance of any party except the Crown, and shall not require registration to preserve it, and the provisions of Sections 242, 243, 247 and 252 to 270, both inclusive, of the Municipal Act of British Columbia shall apply to such annual sums in the same way and to the same extent and effect as if they had been taxes in and for the years in which the said annual sums shall have respectively become due and payable.

6. The Company COVENANTS AND AGREES with the Corporation that in and during the erection of its proposed petroleum refinery plant, and all other things being equal, the Company will give preference in the way of employment to the residents of the Municipality of Burnaby.

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

8. The Company COVENANTS AND AGREES with the Corporation

that all workmen, mechanics, artisans and labourers employed or to be employed in or about the construction, maintenance and operation of the said proposed petroleum refinery plant, shall receive such wages and remuneration as are generally accepted as current in each respective trade for competent workmen in the said Municipality of Burnaby.

9. The Company shall have the full and unrestricted use of the said lands for any and all processes of the petroleum refining industry, and for all processes and works which may conveniently be carried on in connection therewith, but shall indemnify and save harmless the Corporation from and against all claims for damages, and all actions, suits, claims and demands which may be made or brought against the Corporation alone or against the Corporation and the Company jointly, by reason of or on account of the establishment and/or operation of the said petroleum industry on the said lands.

10. The Corporation DOETH HEREBY CONSENT to the cancellation, pursuant to the provisions of the "Plans Cancellation Act," of those plans presently of record in the Land Registry Office at New Westminster which cover the said lands and premises, and that upon such cancellation Yale Street from Carleton Street to Madison Street and Madison Street from Yale Street to Trinity Street and Rosser Avenue from McGill Street to the Canadian Pacific Railway Company's right-of-way, may be closed, and that upon the closing of the said streets and avenue, title in and to the said streets and avenue will vest in the Company and the Corporation shall assist the Company in procuring such cancellation and vesting accordingly, SUBJECT HOWEVER to an easement in favour of the Corporation for the purpose of laying and maintaining the Corporation's sewer and water pipes. The Corporation FURTHER COVENANTS AND AGREES that in the event of the Corporation exercising its rights under the easement hereinbefore mentioned after the Company shall have constructed its proposed petroleum refinery plant, then and in that event the Corporation, in installing and maintaining its said sewer and/or water main, will not unreasonably interfere with the operation of the said proposed petroleum refinery plant.

11. The Corporation doth hereby grant to the Company the

right to construct a tunnel and/or pipe line to the satisfaction of the Corporation's Engineer from Block Thirty-six (36) District Lot One hundred and eighty-seven (187) under Willingdon Avenue to Lot One (1) Block "A" District Lot One hundred and eighty-eight (188), and in the event of such tunnel and/or pipe line being so constructed, the Corporation shall AND IT DOETH HEREBY AGREE that it will upon being requested so to do by the Company, temporarily close Willingdon Avenue for a reasonable period to enable the construction of such tunnel and/or pipe line to be proceeded with. In the event of such tunnel and/or pipe line being constructed, the Company shall AND IT DOETH HEREBY COVENANT and AGREE properly and effectively to maintain the same.

12. The Corporation shall forthwith upon the execution of these presents assign, transfer and set over unto the Company all the Corporation's rights in and under a certain lease of water lot and/or foreshore presently held by the Corporation from His Majesty the King fronting on Willingdon Avenue street end in Burrard Inlet.

13. In the event of the Company failing to comply with the provisions of Paragraph 3 hereof within the times therein limited and stipulated, then and in that event these presents shall be and become of no further force, virtue or effect, and thereupon all provisions herein contained by way of exemptions from taxation and otherwise shall cease and determine, and in the same event the obligations hereinbefore contained relating to the commencement of the said proposed petroleum refinery plant and expenditure thereon of not less than Two hundred and fifty thousand dollars (\$250,000.00) by the Company shall accordingly likewise in the same event cease and determine, IT BEING HEREBY DISTINCTLY UNDERSTOOD AND AGREED that the only damages hereby fixed and agreed upon by the parties hereto to be suffered by the Company by reason of such failure shall be:

(a) The loss by the Company of the benefit of this Agreement.

(b) The reconveyance by the Company to the Corporation,

free of cost to the Corporation, of the said lands and premises and of the foreshore fronting on Willingdon Avenue street end, including any title in and to the streets and avenue mentioned in Paragraph 10 hereof, which may have been procured by the Company.

AS AN ALTERNATIVE to sub-paragraph (b) of this paragraph, the Company may at its option elect to retain the said lands and premises and the said foreshore and such title, if any, as it may have acquired to the said streets and avenue upon payment to the Corporation of the sum of Twelve thousand five hundred dollars (\$12,500.00) in addition to all moneys heretofore paid by the Company to the Corporation, ANYTHING HEREBINBEFORE CONTAINED TO THE CONTRARY NOTWITHSTANDING. PROVIDED ALWAYS that if within the time limited and stipulated by Paragraph 3 hereof, the Company shall be prevented from commencing construction of the said plant or from proceeding with the said intended expenditure thereon by the Company by or by reason of any Act or Acts of God, intervention of the King's enemies, strikes or lockouts of workmen, riots, inclement weather or any other matter, cause, thing or occurrence of whatsoever nature or kind beyond the Company's control (other than lack of funds), then and in any of those events the times limited and stipulated in said Paragraph 3 hereof shall be and be deemed to have been extended by a period of time equal in point of time to the period or periods of delay occasioned by any one or more of the causes aforesaid.

14. It is hereby understood and agreed by and between the parties hereto that if in any one calendar year after completion of the construction herein contemplated, the Company shall for a period of five consecutive calendar months or longer, fail to operate the said proposed plant, then and in that event the Corporation may at its option give to the Company one month's notice in writing requiring it to resume operation, and if within such one month period the Company shall not have resumed its operation of the said proposed plant, then the Company shall upon and from the expiration of such one month's notice cease to enjoy the benefit of Paragraphs 4 and 5 hereof, but if within such

one month period operation by the Company of the said plant shall be resumed and thereafter continued for not less than three consecutive months, the Company shall then continge to enjoy the benefit of Paragraphs 4 and 5 hereof. PROVIDED HOWEVER that should the Company at any time during the currency of this Agreement be unable to carry on its proposed operations by or by reason of any Act or Acts of God, intervention of the King's enemies, strikes or lockouts of workmen, riots, inclement weather or any other matter, cause, thing or occurence beyond the Company's control (other than lack of funds), then and in any of those events the time within which the Company shall not have operated by reason of any one or more of the foregoing matters, shall not be counted as part of any such five month period heretofore in this paragraph mentioned.

15. This Agreement and all benefit hereof may, with the Corporation's written consent, be assigned by the Company to any other company or corporation, provided that as a condition of such assignment, the Corporation may require any such assignee to covenant with the Corporation to be bound and governed by all covenants, agreements and undertakings on the Company's part herein contained, AND PROVIDED FURTHER that such consent shall not be unreasonably withheld.

16. Any notices required or desired by either of the parties hereto to be given to the other may be given by letter addressed, as the case may be, to the Corporation as follows:

The Corporation of the District of Burnaby,
Edmonds, British Columbia,

and to the Company as follows:

Dent Limited,
1318 Standard Bank Building,
510 Hastings Street West,
Vancouver, B.C.

Any such notice shall be deemed to have been delivered:

- (a) If delivered by hand, at the time of such delivery.
- (b) If delivered by post, within twenty-four hours after the posting in any Government post office in the City of Vancouver or in the Municipality of Burnaby, of a prepaid registered letter addressed in either of the foregoing manners, as the case may be.

17. This Agreement may be executed in any number of counterparts, and each of such counterparts shall, upon execution by the parties hereto, be of equal force, virtue and effect, and any number of such counterparts greater than one which shall in the aggregate contain the signature of both parties hereto, shall and may be read together as constituting one completely executed counterpart of this Agreement.

18. Subject to the provisions of Paragraph 15 hereof, this agreement shall enure to the benefit of and shall be binding upon not only the respective parties hereto but also upon their respective successors and assigns.

IN WITNESS WHEREOF these presents have been executed at the office of the Corporation at Edmonds, in the Municipality of Burnaby, Province of British Columbia, this _____ day of March, A.D. 1935.

THE CORPORATE SEAL OF THE CORPORATION OF THE DISTRICT OF BURNABY was hereto affixed in the presence of:) THE CORPORATION OF THE DISTRICT OF BURNABY.) By _____

THE CORPORATE SEAL of DENT LIMITED was hereto affixed in the presence of:) DENT LIMITED.) By _____