

THE CORPORATION OF THE DISTRICT OF BURNABY

BY-LAW NO. 3165

A BY-LAW to authorize The Corporation of the District of Burnaby to grant an Easement to the Standard Oil Company of British Columbia Limited.

WHEREAS the Standard Oil Company of British Columbia Limited has applied to the Council of The Corporation of the District of Burnaby for an Easement under certain lands, hereinafter described, in the Municipality of Burnaby, situate between the plant of the Standard Oil Company of British Columbia Limited at 4475 McGill Street, in the Municipality of Burnaby and property being acquired by the said Company in District Lots 188 and 189, Group One (1), New Westminster District for the purpose of constructing, and maintaining therein pipes, pipelines, conduits, sewers and other installations.

AND WHEREAS The Corporation of the District of Burnaby is the owner in fee simple of certain lands under which the said Easement has been applied for and a portion of such lands forms part of Confederation Park belonging to the said Corporation and dedicated as a public park.

AND WHEREAS under the provisions of Subsection 204 of Section 58 of the Municipal Act, R.S.B.C. 1948, Chapter 232, the Municipal Council is authorized to make and pass By-laws for the granting of Easements through or over municipally owned lands.

AND WHEREAS having regard to the provisions of Section 58, Subsection 202 (d) and to Sections 186 to 191 of the said Municipal Act it is deemed advisable that this By-law should, before its final passage, be submitted to and receive the assent of the electors of the said Municipality, and the approval of the Lieutenant Governor in Council.

THEREFORE the Municipal Council of The Corporation of the District of Burnaby ENACTS as follows:

1. It shall be lawful for the Municipal Council of The Corporation of the District of Burnaby to grant unto the Standard

Oil Company of British Columbia, its successors and assigns an Easement or right of way through and under the said hereinafter described lands in the form of the Indenture of Easement set forth in Schedule "A" hereto and which Schedule is hereby incorporated with and made part of this By-law.

2. This By-law shall, before the final passage thereof, be submitted to and shall have received the assent of the electors of the Municipality qualified to vote on any By-law to which the assent of the electors is necessary.

3. Upon this By-law being finally passed and the approval of the Lieutenant Governor in Council obtained, it shall be lawful for the Reeve and Clerk of The Corporation to sign and affix the Corporate Seal of The Corporation of the District of Burnaby to the said Indenture of Easement all as an act and deed of The Corporation of the District of Burnaby and to deliver the same to the Standard Oil Company of British Columbia Limited.

4. The lands and premises herein referred to are described as follows:

ALL AND SINGULAR those certain parcels or tracts of land situate, lying and being in the Municipality of Burnaby, District of New Westminster, Province of British Columbia, and comprising a strip of land sixty-six (66) feet wide for Easement purposes, through Blocks "B", "C", and "D", District Lot One Hundred and Eighty-eight (188), Group One (1), Plan 1586, and which may be more particularly described as follows:

1. In Block "B"

Commencing at a point on the east boundary of Lot One (1) of Block "A", Plan 4169, 307.0 feet northerly from the south east corner of said Lot One (1), thence S. 89 degrees 49' E. - 389.5 feet to east boundary of said Block "B" thence N. 00 degrees 57' E. along the east boundary of Block "B" sixty-six (66) feet, thence N. 89 degrees 49' W - 389.5 feet to the east boundary of Lot One (1) of Block "A", thence S. 00 degrees 57' W., along the east boundary of said Lot One (1) of Block "A" - sixty-six (66) feet to point of commencement, and containing 0.590 acres, more or

less, and as outlined in red on accompanying plan.

2. In Block "C"

Commencing at a point on the west boundary of Block "C" 469.68 feet southerly from the north west corner of said Block "C" thence S. 89 degrees 49' E. - 187.0 feet to an angle, thence N. 62 degrees 19' E. - 200.4 feet more or less to the east boundary of Block "C", thence N. 00 degrees 57' E. along the east boundary of Block "C" - 75.2 feet, thence S. 62 degrees 19' W. - 220.06 feet to an angle, thence N. 89 degrees 49' W. - 169.75 feet more or less to the west boundary of Block "C". Thence S. 00 degrees 57' W. - 66.0 feet along the west boundary of Block "C" to point of commencement and containing 0.589 acres more or less, and as outlined in red on accompanying plan.

3. In Block "D"

Commencing at a point on the west boundary of Block "D" 622.26 feet southerly from the north west corner of said Block "D" thence N. 62 degrees 19' E. - 377.9 feet more or less to the east boundary of Block "D" thence N. 1 degree 18' E. - 75.45 feet along the east boundary of Block "D" thence S. 62 degrees 19' W. - 378.42 feet more or less to the west boundary of Block "D" thence S. 00 degrees 57' W. - 75.2 feet along the west boundary to point of commencement and containing 0.573 acres more or less and as shown outlined in red on accompanying plan.

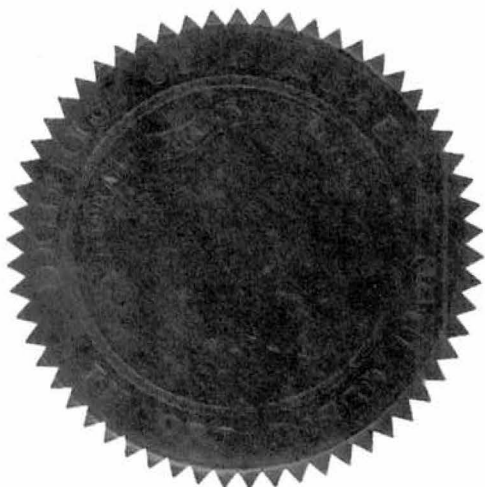
5. This By-law shall come into full force and effect upon registration thereof in the manner required by law, and upon receiving the approval of the Lieutenant Governor in Council.

6. This By-law may be cited for all purposes as "STANDARD OIL COMPANY OF BRITISH COLUMBIA LIMITED EASEMENT AUTHORIZATION BY-LAW, 1951."

DONE AND PASSED in Open Council this Nineteenth (19th) day of November, A. D. 1951.

RECEIVED the assent of the electors this Fifteenth (15th) day of December, A. D. 1951.

RECONSIDERED AND FINALLY PASSED this Seventeenth (17th)  
day of December, A. D. 1951.



*J. R. Beamish*

REEVE

*Charles B. Brown*

CLERK

SCHEDULE "A"

THIS INDENTURE made this \_\_\_\_\_ day of \_\_\_\_\_, in the year of our Lord One Thousand Nine Hundred and Fifty-

BETWEEN:

THE CORPORATION OF THE DISTRICT OF BURNABY, having its seat at the Municipal Hall, Edmonds, in the Municipal District of Burnaby, in the Province of British Columbia.

(Hereinafter called the "Grantor")

OF THE FIRST PART,

and

STANDARD OIL COMPANY OF BRITISH COLUMBIA LIMITED, a

Company incorporated under the laws of the Province of British Columbia, and having its principal place of business at 906 Marine Building, 355 Burrard Street, in the City of Vancouver, in the said Province.

(Hereinafter called the "Grantee")

OF THE SECOND PART.

WHEREAS the Grantee is the registered owner in fee simple absolute in possession inter alia of ALL AND SINGULAR those certain parcels or tracts of land and premises situate, lying and being in the Municipality of Burnaby, and being more particularly known and described as:

First, Block "C" of Lot One hundred and Eighty-seven (187), Group One (1), Map 5593, New Westminster District, and

Secondly, Lot One (1) of Block "A" of District Lot One hundred and eighty-eight (188), Group One (1), Map 4169, New Westminster District;

on which it has established an oil refinery and has acquired recently from the Grantor in fee simple absolute in possession inter alia

ALL AND SINGULAR those certain parcels or tracts of land and premises situate, lying and being in the Municipality of Burnaby, and being more particularly known and described as:

Blocks "A", "D", 16 and 17 of the northerly 22 acre portion of Block "E" of Lot One hundred and Eighty-eight (188), Group One (1), Map 3358, New Westminster District, together with certain additional lands lying immediately to the east thereof;

in the general vicinity of the lands and premises aforementioned for the purpose of extending its present refining capacity, if considered desirable, at some future date.

AND WHEREAS the land and premises in the preceding recital set forth and described are separated by certain lands, the fee simple absolute in possession of which is held by the Grantor being

ALL AND SINGULAR those certain parcels or tracts of land and premises situate, lying and being in the Municipality of Burnaby, and being more particularly known and described as:

Firstly, Block "B" of Lot 188, Group 1, Map 1586; save and except that part subdivided under Map 1603, in the District of New Westminster.

Secondly, the northerly five and three one-hundredths (5.03) acres more or less of Block "C" of Lot 188, Group 1, Map 1586, as shown outlined red on sketch deposited numbered 113 in the District of New Westminster.

Thirdly, Block "D" of Lot 188, Group 1, Map 1586; save and except part 0.51 of an acre heretofore conveyed to The Corporation of the District of Burnaby for a road as shown coloured red on sketch deposited numbered 1684 in the District of New Westminster.

AND WHEREAS it was a term of the acquisition referred to in the first recital herein that the Grantor should, subject to the payments hereinafter prescribed, grant an easement to the Grantee through and under a portion of the lands described in the last preceding recital in order that the parcels of land held by the Grantee so separated as aforesaid might be rendered more efficient for the carrying on thereon of the business of the said Grantee.

AND WHEREAS the Grantor, to implement its said undertaking, has agreed to grant the said Easement to the Grantee to the extend and upon the terms and conditions hereinafter appearing, all necessary proceedings having been had and taken under the provisions of the Municipal Act, being Chapter 232 of the Revised Statutes of British Columbia, 1948, and amendments thereto, and the assent of the electors having been given to the granting of the said Easement in accordance with the Statute aforementioned.

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the premises and of the sum of One dollar (\$1.00) of lawful money of Canada now paid by the Grantee to the Grantor (the receipt whereof is hereby by it acknowledged) and in further consideration of the payments to be made by the Grantee to the Grantor as hereinafter provided, the said Grantor doth hereby grant to the Grantee, its successors and assigns, in perpetuity but determinable on the conditions hereinafter appearing, a free and uninterrupted easement and right-of-way (but limited to the purposes hereinafter mentioned and to the time within which the same are to be carried out) through and under

ALL AND SINGULAR that certain tract or parcel of land situate, lying and being in the Municipality of Burnaby, in the District of New Westminster, Province of British Columbia, and comprising a strip of land Sixty-six (66) feet wide as outlined in red on the plan annexed hereto (hereinafter referred to as "the said strip of land"), the metes and bounds description of which is herein set out and described in the Schedule hereunto annexed and marked "A", and the right and liberty to the Grantee, its agents and servants, officials, contractors, workmen and any other person or persons authorized by it or them at all times by day and by night at their will and pleasure and with or without vehicles, whether moved by muscular or mechanical power, and machinery of all kinds and descriptions, to enter, go and return upon the said strip of land for the purpose of laying, installing, inspecting, maintaining and keeping below the surface of the said strip of land at a minimum depth of Two (2) feet from the surface, such pipes, pipelines, conduits, sewers and other installations (hereinafter referred to as the "said permitted installations"), for the purpose of establishing and maintaining connection and intercommunication between the said lands and premises of the Grantee, referred to in the first recital hereof, and to maintain by way of easement the said permitted installations in and under the said strip of land and with the right from time to time as occasion may require, to enter upon the said strip of land to inspect, repair, renew, replace or install

new or additional permitted installations at a minimum depth of Two (2) feet from the surface and for the purposes aforesaid to carry thereon all such tools, machinery, equipment, appliances and supplies as the case may require and, from time to time, to dig a trench or trenches and the same to fill in again, it being expressly understood and agreed between the parties hereto that these presents shall and shall be deemed to be the grant by the Grantor to the Grantee of an easement for all purposes aforesaid appurtenant to the lands and premises and each of them set forth and described in the first recital hereof to the end that the said Grantee may acquire and retain the full and complete use and enjoyment of the whole of both parcels of land.

1. THE GRANTEE HEREBY COVENANTS WITH THE GRANTOR AS FOLLOWS:

(a) That the Grantee will pay to the Grantor during the subsistence of these presents and during each year thereof such a sum as would be equal to the taxation which would normally be assessed, levied or imposed by the Grantor as the Taxation Authority on or in respect of the said strip of land and of any improvements therein installed or executed in the like manner and to the same extent as if such strip of land and any of the said improvements therein were owned by an owner other than the Grantor, the said sum to be paid and payable by the Grantee to the Grantor on the 31st day of December in each and every year during the subsistence of these presents commencing on the 31st day of December 1952. In the event of any dispute as to the amount of the annual payment to be made hereunder in any year during the subsistence of these presents, then at the request of either of the parties hereto, such dispute shall be submitted to arbitration under the provisions of the Arbitration Act of the Province of British Columbia.

(b) That the Grantee will indemnify and keep harmless the Grantor from and against any tax, assessment or impost which may hereafter be assessed, charged or imposed by any competent taxing authority upon the Grantor or upon the said strip of land or any of the said permitted installations arising from the fact that the Grantee has executed the said intended permitted instal-



lations in and under the said lands and maintains the same therein.

(c) That the Grantee will execute all the aforesaid permitted installations in or under the said lands in a good, first class workmanlike manner and will carry out and complete the said works as expeditiously as possible after the commencement thereof, doing no more damage than is necessary to the surrounding property of the Grantor, having due regard to the fact that that part of the said lands described in the Schedule hereto forms a portion of a public park, the property of the Grantor, and dedicated to the public, and the Grantee from time to time to the reasonable satisfaction of the Engineer for the time being of the Grantor, will clear away all debris, excavated matter, plant equipment and machinery from the surface of the said strip of land and the surrounding property of the Grantor immediately upon completion of the said works and will carefully fill up in a satisfactory and consolidated manner any excavations made in the said strip of land and level off and keep levelled off the surface thereof and replace the turf or lay substituted turf over the surface of the said strip of land so that such surface may harmonize and be level with the surface of the surrounding lands of the Grantor immediately adjoining thereto and will remedy any damage done by it to the surrounding property of the said Grantor.

(d) That the Grantee will keep any of the said permitted installations that may be constructed by it below the surface of the said strip of land in good repair and in safe condition and that it will indemnify and save harmless the said Grantor of and from all liability for accidents arising thereon by reason of the negligence of the said Grantee or its servants, agents, workmen or contractors.

(e) That the Grantee, except in the case of emergency repairs to the permitted installations, will give to the Grantor not less than fifteen (15) days' notice in writing of its intention to execute any of the aforesaid permitted installations.

2. THE GRANTOR HEREBY COVENANTS AND AGREES WITH THE GRANTEE AS FOLLOWS:

(a) That in the event of the Grantee desiring to have contested any such tax, assessment or impost as are referred to in Paragraph 1, Clause (b) hereof, the Grantor will institute in its name such action or actions, proceeding or proceedings against the competent Taxing Authority therein referred to as may be designated in writing by the Grantee, but as a condition precedent thereto, the said Grantee shall suitably indemnify the Grantor against any costs that might be incurred by it or awarded against it in the taking of such action or actions proceeding or proceedings aforementioned.

(b) That during the currency hereof, the Grantor will not, unless it has obtained the prior consent thereto in writing of the Grantee, such consent not to be unreasonably withheld, erect or cause to be erected any buildings, structures or other improvements nor will it plant or cause to be planted any trees or shrubs upon the said strip of land that might tend to hinder or impede the Grantee in the full and complete exercise of the rights and liberties hereby conferred upon it or that might tend to endanger or to cause damage to the said permitted installations.

3. IT IS EXPRESSLY UNDERSTOOD AND AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

(a) That the Grantee shall be at liberty to determine these presents at any time upon giving to the Grantor not less than thirty (30) days' notice in writing and upon payment of the said annual sum by these presents stipulated to be paid or the due proportion thereof computed to the date of the expiration of such notice and upon which date these presents and everything herein contained shall cease and determine, and the Grantee may at its option (save as hereinafter provided) and at its own expense on the expiration of such notice or within ninety (90) days thereafter, take up, remove and take away the said permitted installations in and under the said lands. Provided, however, that upon the Grantor giving not less than fifteen (15) days' notice in writing to the

Grantee, but only within, and not after, a period of ninety (90) days to be computed from the date of expiration of the said thirty (30) days' notice to determine these presents, that the Grantor requires the said permitted installations to be removed, the said Grantee at its own expense shall remove the same within a period of ninety (90) days from the expiration of the fifteen (15) days' notice aforesaid or within such an extended period as circumstances beyond the control of the Grantee may necessitate, and shall in all cases, in a good, workmanlike manner fill up, and make good the trench or ditch in the said piece of land and shall level off the surface thereof and replace with turf in the manner mentioned in Paragraph 1, Clause (c) hereof.

(b) In the event of the Grantee's failure to exercise the option hereby conferred upon it by Clause (a) of this Paragraph, and within the time limit therein limited, and in the event of the Grantor not requiring the Grantee to remove the said permitted installations, title to the same shall thereupon vest in the Grantor.

(c) In case the Grantee shall make default in payment of the said annual sum by these presents stipulated to be made for the space of one calendar year calculated from the 31st day of December in any year and in the event of the Grantor desiring to determine these presents on such ground, the said Grantor shall give the Grantee thirty (30) days' notice in writing specifying the default complaint of, and if within the thirty (30) day period aforesaid the said Grantee has failed to remedy the said default, these presents shall forthwith terminate upon the expiration of the thirty (30) day period aforesaid, subject, however, to the rights conferred and obligations imposed upon the Grantee and the Grantor respectively by Clause (a) of this Paragraph.

(d) Any notice to be given by the Grantor to the Grantee under this Agreement shall be well and sufficiently given if mailed or delivered to the Grantee addressed to the Grantee as follows:

Standard Oil Company of  
British Columbia Limited,  
906 Marine Building,  
355 Burrard Street,  
VANCOUVER, B. C.

and any notice given by the Grantee to the Grantor shall be well and sufficiently given if mailed or delivered to the Grantor addressed to the Grantor as follows:

Clerk of the Council,  
Corporation of the District  
of Burnaby,  
Municipal Hall,  
BURNABY, B. C.

Any such notice to the Grantor or the Grantee may be delivered by hand or mail and shall be deemed to have been given, if delivered, when delivered, and if mailed within twenty-four (24) hours after mailing (by double prepaid registered mail) of such notice in any Government Post Office in the Cities of Vancouver or New Westminster, or the Municipality of Burnaby, British Columbia.

THIS AGREEMENT shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF these presents have been duly executed the day and year first above written.

THE COMMON SEAL OF THE CORPORATION  
OF THE DISTRICT OF BURNABY was here-  
unto affixed in the presence of:

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REEVE

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MUNICIPAL CLERK

THE COMMON SEAL OF STANDARD OIL COMPANY  
OF BRITISH COLUMBIA LIMITED was hereunto  
affixed in the presence of:

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## SCHEDULE "A"

Description of Easement through Blocks "B", "C" and "D", District Lot 188, Group 1, New Westminster District.

ALL AND SINGULAR those certain parcels or tracts of land situate, lying and being in the Municipality of Burnaby, District of New Westminster, Province of British Columbia, and comprising a strip of land Sixty-six (66) feet wide for easement purposes, through Blocks "B", "C" and "D", District Lot One hundred and Eighty-eight (188), Group One (1), Plan 1586, and which may be more particularly described as follows:

(1) In Block "B":

Commencing at a point on the east boundary of Lot One (1) of Block "A", Plan 4169, 307 feet northerly from the southeast corner of said Lot One (1), thence South 89 degrees 49' East 389.5 feet to east boundary of said Block "B", thence North 00 degrees 57' East along the east boundary of Block "B" sixty-six (66) feet, thence North 89 degrees 49' West 389.5 feet to the east boundary of Lot One (1) of Block "A", thence South 00 degrees 57' West along the east boundary of said Lot One (1) of Block "A" sixty-six (66) feet to point of commencement, and containing 0.590 acres more or less, and as outlined in red on accompanying Plan.

(2) In Block "C":

Commencing at a point on the west boundary of Block "C" 469.68 feet southerly from the northwest corner of said Block "C", thence South 89 degrees 49' East 187 feet to an angle, thence North 62 degrees 19' East 200.4 feet more or less to the east boundary of Block "C", thence North 00 degrees 57' East along the east boundary of Block "C" 75.2 feet, thence South 62 degrees 19' West 220.06 feet to an angle, thence North 89 degrees 49' West 169.75 feet more or less to the west boundary of Block "C", thence South 00 degrees 57' West 66 feet along the West boundary of Block "C" to point of commencement, and containing

0.589 acres more or less, and as outlined in red on accompanying Plan.

(3) In Block "D":

Commencing at a point on the west boundary of Block "D" 622.26 feet southerly from the northwest corner of said Block "D", thence North 62 degrees 19' East 377.9 feet more or less to the east boundary of Block "D", thence North 1 degree 18' East 75.45 feet along the East boundary of Block "D", thence South 62 degrees 19' west 378.42 feet more or less to the west boundary of Block "D"; thence South 00 degrees 57' West 75.2 feet along the west boundary to point of commencement and containing 0.573 acres more or less and as shown outlined in red on accompanying Plan.



THE GOVERNMENT OF  
THE PROVINCE OF BRITISH COLUMBIA

*R. A. Stewart*

DEPUTY PROVINCIAL SECRETARY

452.

**Certified Copy of a Minute** of the Honourable the Executive Council,  
approved by His Honour the Lieutenant-Governor  
on the 26th day of February, A.D. 1952.

*To His Honour*

*The Lieutenant-Governor in Council:*

The undersigned has the honour to

recommend

THAT pursuant to the provisions of Paragraph (d) of Clause (202) of Section 56 of the "Municipal Act", By-law No. 3165 of The Corporation of the District of Burnaby, cited as "Standard Oil Company of British Columbia Limited Easement Authorization By-law, 1951", be approved in the form of By-law hereto attached:

AND THAT a certified copy of this Minute, if approved, be transmitted to C.B. Brown, Clerk of the said Corporation, at 1930 Kingsway, South Burnaby, B.C. and to Messrs. Lawson, Lundell, Lawson & McIntosh, Barristers and Solicitors, Standard Building, Vancouver, B.C.

DATED this 26th day of February A. D. 1952.

"A.D. Turnbull"

Minister of Municipal Affairs.

APPROVED this 26th day of February A. D. 1952.

"Byron I. Johnson"

Presiding Member of the Executive Council.