



THE CORPORATION OF THE DISTRICT OF BURNABY

BY-LAW NO. 3205

A BY-LAW to authorize The Corporation of the District of Burnaby to grant an Easement through and over certain lands within the Municipality of Burnaby to the Trans Mountain Oil Pipe Line Company.

WHEREAS The Corporation of the District of Burnaby is the owner of the hereinafter mentioned lands.

AND WHEREAS the Trans Mountain Oil Pipe Line Company has requested the Corporation to grant to them an Easement through and over the hereinafter mentioned lands for the purpose of a right-of-way for an Oil Pipe Line.

AND WHEREAS the Council of The Corporation of the District of Burnaby deems it expedient to grant such request.

THEREFORE the 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 to the Trans Mountain Oil Pipe Line Company an Easement for an Oil Pipe Line right-of-way, through and over the lands as described in Schedules "A" and "B" attached to and forming part of this By-law.

2. That upon payment of the sum of Two Hundred Eight Dollars and Seventy-nine Cents (\$208.79) by the Trans Mountain Oil Pipe Line Company, to The Corporation of the District of the District of Burnaby, the Reeve and Clerk of The Corporation shall be authorized to sign and affix the Corporate Seal of The Corporation of the District of Burnaby to Indentures of Easements in the form of the said Schedules, all as an act and deed of The Corporation of the District of Burnaby, and to deliver same to the Trans Mountain Oil Pipe Line Company.



3. This By-law may be cited for all purposes as "TRANS MOUNTAIN OIL PIPE LINE COMPANY EASEMENT AUTHORIZATION BY-LAW 1952."

DONE AND PASSED in Open Council this Second (2nd) day of June, A.D. 1952.

RECONSIDERED AND FINALLY PASSED by a three-fourths majority of all the members of the Municipal Council this Tenth (10th) day of June, A.D. 1952.

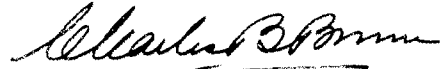


REEVE



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 By-law passed by the Council for The Corporation of the District of Burnaby on the Tenth (10th) day of June, A.D. 1952.



CLERK

SCHEDULE "A"

TRANS MOUNTAIN OIL PIPE LINE COMPANY

EASEMENT

The undersigned, The Corporation of the District of Burnaby, in the Province of British Columbia (hereinafter called "the Grantor") in consideration of the sum of Sixty-one Dollars and Ten Cents (\$61.10) paid to the Grantor (or others interested in the lands hereinafter described by encumbrances, liens or interests as undernoted, or otherwise) the receipt whereof is hereby acknowledged and in consideration of the covenants and conditions hereinafter mentioned to be kept and performed by Trans Mountain Oil Pipe Line Company, a Company incorporated by Special Act of the Parliament of Canada and being empowered to construct and operate interprovincial and/or international pipe lines for the transportation of oil and/or any product or by-product thereof and having its head office in the City of Edmonton, in the Province of Alberta, (hereinafter called "the Grantee") DOTH HEREBY GRANT, CONVEY AND TRANSFER unto and to the Grantee a right-of-way and easement for the laying down, construction, operation, maintenance, inspection, alteration, removal, replacement, reconstruction and/or repair of one or more pipe lines, together with all the works of the Grantee necessary for its undertaking, including but without limiting the generality of the foregoing, all such pumping and other stations, structures, communication systems, including pole lines, drips, valves, fittings, meters and other equipment and appurtenances as may be necessary or convenient in connection therewith for the carriage, conveyance, transportation, storage and/or handling of oil and/or any product or by-product thereof, together with the right of ingress and egress to and from the same for its servants, agents, contractors and sub-contractors with vehicles, supplies and equipment for all purposes necessary or incidental to the exercise and enjoyment of the rights herein granted as and from the date hereof and for so long thereafter as the Grantee desires to exercise such rights

+ Lot 2
and privileges over, on, under and/or through ALL AND SINGULAR that part of Lot One (1), Block Three (3) of Lot Fifty-six (56), Group One (1), Map Four Thousand and Thirty-eight (4038), District of New Westminster, Certificate of Title No. 70535E, described as follows:

Beginning at a point on the Northerly line of Lot 1, Block 3, of District Lot 56, as shown on Plan 4038, New Westminster Land Registry Office; said beginning point being Fifty-seven and Thirty-nine Hundredths feet (57.39') West of the intersection of the said Northerly line of Lot 1, with the Westerly line of District Lot 15, running thence S. 32° 48' E. Two Hundred and Seventy and Fifty Hundredths feet (270.50'); thence S. 53° 24' E. Six Hundred and Fifty-seven and Ninety-three Hundredths feet (657.93'); thence S. 71° 08' E. Thirty and Eleven Hundredths feet (30.11') to the Easterly line of said Lot 1; thence along same S. 0° 54' W. Fifty-seven and Eighty-seven Hundredths feet (57.87'); thence N. 71° 08' W. Fifty-eight and Eighty-three Hundredths feet (58.83'); thence N. 53° 24' W. Six Hundred and Seventy-eight and Seventeen Hundredths feet (678.17'); thence N. 32° 48' W. Three Hundred and Twenty and Nine Hundredths feet (320.09') to the aforesaid Northerly line of Lot 1; thence along same S. 89° 59' 30" E. Seventy-one and Eighty Hundredths feet (71.80') to the point of beginning.

Being a parcel of land Sixty feet (60') in width, Sixty-one and One Tenth (61.1) rods in length on the centerline thereof.

on the following terms, stipulations and conditions which are hereby mutually covenanted and agreed to by the Grantor and the Grantee:

FIRST: The Grantor and the Grantee mutually agree that when and so soon as the Grantee shall deposit a plan of the right-of-way based upon a survey in accordance with the requirements of the "Land Registry Act" and the regulations of the Surveyor-General, in the proper Land Registry Office, such plan and the survey upon which it is based, defining the right-of-way hereby granted shall be substituted for the description of the right-of-way as hereinbefore described, and shall in all respects thereafter establish, govern and define the right-of-way.

The Grantor and the Grantee authorize the Registrar to make such entries in the register as may be necessary to give effect to the preceding paragraph.

The Grantor further agrees to accept the accuracy of the said survey and the plan so deposited, without examination or further approval, and authorizes the Registrar to accept the plan for deposit without his signature thereon.

The Grantor further agrees that the boundaries and lines to be fixed by the said survey and plan will be and are the true boundaries and lines of the right-of-way, and whether or not such boundaries and lines are in any way in conflict with the description of the right-of-way as hereinbefore defined.

SECOND: The Grantor shall not, without the prior written consent of the Grantee, excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on or under the said right-of-way any pit, well, foundation, pavement or other structure or installation, but otherwise the Grantor shall have the right fully to use and enjoy the said right-of-way except as the same may be necessary for the purposes herein granted to the Grantee.

THIRD: Deleted

FOURTH: The Grantee will compensate the Grantor for damage done to any buildings, crops, fences, timber and livestock on the said lands by reason of the exercise of the rights hereinbefore granted. In the event of disagreement between the parties as to the amount of such compensation, the same shall be determined by the arbitration of a single arbitrator or at the election of either party of three arbitrators pursuant to the provisions of the "Arbitration Act" of British Columbia. If the submission shall be to three arbitrators the award of the majority shall be final and binding upon the parties.

FIFTH: The Grantee will, as soon as weather and soil conditions permit and insofar as it is practicable so to do, bury and maintain all pipe lines so as not to interfere with the drainage or ordinary cultivation of the said

lands.

SIXTH: Notwithstanding any rule of law or equity, the pipe (which term shall include all pipe lines, all pumping and other stations, all terminals, storage tanks, reservoirs and other structures, all communication systems, pole lines, drips, valves, fittings, connections, meters, and all other equipment and appurtenances brought on to, laid or erected upon or buried in or under the right-of-way by the Grantee) shall at all times remain the property of the Grantee notwithstanding that the same may be annexed or affixed to the freehold and shall at any time, and from time to time, be removable in whole or in part by the Grantee or its assigns.

SEVENTH: Upon the discontinuance of the use of the said right-of-way and of the exercise of the rights hereby granted, the Grantee shall and will restore the said lands to the same condition, so far as it is practicable so to do, as the same were in prior to the entry thereon and the use thereof by the Grantee, but it may at its option leave the pipe and the poles used in its communication system, in place.

EIGHTH: The Grantee, performing and observing the covenants and conditions on its part to be observed and performed, shall and may peaceably hold and enjoy the rights, liberties, privileges and easement hereby granted without hindrance molestation or interruption on the part of the Grantor or of any person, firm or corporation claiming by, through, under or in trust for, the Grantor.

NINTH: Each of the parties hereto shall have the absolute right to assign this Agreement and all rights, privileges and benefits accruing hereunder, subject always to the terms hereof.

TENTH: All notices to be given hereunder may be given by registered letter addressed to the Grantor at the Municipal Hall, 1930 Kingsway, South Burnaby, B. C. and to the Grantee at 316 McLeod Building, Edmonton, Alberta, or

such other address as the Grantor and the Grantee may respectively from time to time designate in writing, and any such notice shall be deemed to have been given to and received by the addressee seven (7) days after the mailing thereof, postage prepaid and registered.

ELEVENTH: Neither this Agreement nor anything herein contained shall affect or prejudice the Grantee's statutory rights to acquire the said strip of land or any other portion or portions of the lands of the Grantor under the provisions of "The Pipe Lines Act" (Canada) or any other laws, which rights may be exercised at the Grantee's discretion.

TWELFTH: The Grantor will if so requested by the Grantee execute such further and other assurances and documents of title in respect of the said easement or right-of-way as may be requisite.

THIRTEENTH: Nothing herein contained shall be deemed to vest in the Grantee any title to mines, ores, metals, coal, slate, oil, gas or other minerals in or under the lands comprising the said right-of-way, except only the parts thereof that are necessary to be dug, carried away or used in the construction of the works of the Grantee.

FOURTEENTH: If it shall appear that at the date hereof the Grantor is not the sole owner of the lands hereinbefore described, this Agreement shall nevertheless bind the Grantor to the full extent of his interest therein and if he shall later acquire a greater or the entire interest, this Agreement shall likewise bind all such after-acquired interests. All moneys payable hereunder shall be paid to the Grantor only in the proportion his interest bears to the entire interest.

FIFTEENTH: This easement is, and shall be of the same force and effect to all intents and purposes as a covenant running with the land and these presents, including all the covenants and conditions herein contained, shall extend to, be binding upon, and enure to the benefit of, the

heirs, executors, administrators, successors in title and assigns of the Grantor and the Grantee respectively; and wherever the singular or masculine is used, it shall be considered as if the plural or the feminine or the neuter, as the case may be, had been used, where the context or the party or parties hereto so require and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.

SIXTEENTH: Subject to the approval of the Board of Transport Commissioners for Canada, to the extent it may have jurisdiction, the Grantee shall at its own expense lower the grade of such portion of its pipe line as may be necessary to avoid interference with the construction of service facilities by the Grantor in the future development of the area traversed by said pipe line. Prior to the installation and construction of any communication system, including pole lines, the Grantee shall secure the approval of such proposed construction by the Grantor's Engineer, and shall undertake to relocate, at the sole expense of the Grantee, any communication system or pole line that shall materially interfere with future development of the lands comprising the above described right-of-way.

IN WITNESS WHEREOF these presents have been executed by the Grantor, and the Grantee has hereunto caused its Corporate Seal to be affixed, attested by the hands of its proper officers duly authorized in that behalf this day of

A.D. 195

SCHEDULE "B"

TRANS MOUNTAIN OIL PIPE LINE COMPANY

EASEMENT

The undersigned, The Corporation of the District of Burnaby in the Province of British Columbia (hereinafter called "the Grantor") in consideration of the sum of One Hundred and Forty-seven Dollars and Sixty-nine Cents (\$147.69) paid to the Grantor (or others interested in the lands hereinafter described by encumbrances, liens or interests as undernoted, or otherwise) the receipt whereof is hereby acknowledged and in consideration of the covenants and conditions hereinafter mentioned to be kept and performed by Trans Mountain Oil Pipe Line Company, a Company incorporated by Special Act of the Parliament of Canada and being empowered to construct and operate interprovincial and/or international pipe lines for the transportation of oil and/or any product or by-product thereof and having its head office in the City of Edmonton, in the Province of Alberta, (hereinafter called "the Grantee") DOTH HEREBY GRANT, CONVEY AND TRANSFER unto and to the Grantee a right-of-way and easement for the laying down, construction, operation, maintenance, inspection, alteration, removal, replacement, reconstruction and/or repair of one or more pipe lines, together with all the works of the Grantee necessary for its undertaking, including but without limiting the generality of the foregoing, all such pumping and other stations, structures, communication systems, including pole lines, drips, valves, fittings, meters and other equipment and appurtenances as may be necessary or convenient in connection therewith for the carriage, conveyance, transportation, storage and/or handling of oil and/or any product or by-product thereof, together with the right of ingress and egress to and from the same for its servants, agents, contractors and sub-contractors with vehicles, supplies and equipment for all purposes necessary or incidental to the

exercise and enjoyment of the rights herein granted as and from the date hereof and for so long thereafter as the Grantee desires to exercise such rights and privileges over, on, under and/or through ALL AND SINGULAR that part of Firstly, Lot Twenty-eight (28) of Lot One Hundred and Forty-four (144) Group One (1), Map One Thousand Five Hundred and Thirty-four (1534); Secondly, Lot One (1) of Lot One Hundred and Forty-three (143), Group One (1), Map Three Thousand and Seventy-five (3075); Thirdly, Blocks Three (3) and Four (4) of Lot One Hundred and Forty-eight (148), Group One (1), Map Three Thousand and Seventy-five (3075) in the District of New Westminster, All of Municipality of Burnaby, New Westminster District, Certificate of Title No. 38968E, 58371E and 34842E, described as follows:

Firstly Beginning at a point in the Westerly line of Lot Number 28, Thirteen and Eight Hundredths feet (13.08') Northerly from the southwesterly corner of said Lot, said Lot Number 28 being as shown on "Plan Showing Subdivision of District Lot 144, Group 1, Burnaby Municipality, New Westminster District, British Columbia" deposited in the Land Registry Office at New Westminster, British Columbia on 23rd June 1910 as Number 1534; thence N. 0° 39' E. Seventy-four and Twelve Hundredths feet (74.12') along the said Westerly line of Lot Number 28; thence S. 53° 24' E. One Hundred and Forty-two and Fifty-eight Hundredths feet (142.58') to the Southerly line of said Lot Number 28; thence S. 88° 55' W. Ninety-eight and Fifteen Hundredths feet (98.15') along the said Southerly line of Lot Number 28; thence N. 53° 24' W. Twenty-one and Thirty-eight Hundredths feet (21.38') to the point of beginning.

Being a parcel of land having a width of Sixty feet (60'), a length of Four and Nine Hundred and Sixty-eight Thousandths (4.968) rods as measured on the center line thereof.

Secondly Beginning at a point in the Northerly boundary of District Lot 143, One Thousand One Hundred and Ninety-two and Forty-seven Hundredths feet (1192.47') Westerly from the Northeasterly corner of said District Lot 143, said District Lot 143 being as shown on "Plan of District Lots 143 and 148, Group 1, New Westminster District" deposited in the Land Registry Office at New Westminster, British Columbia, on 8th November, 1918, as Number 3075; thence S. 53° 24' E. One Thousand and Eighty-six and Thirty-six Hundredths feet (1086.36') to the Southerly line of Block 1 of District Lot 143 shown on said Plan; thence N. 89° 58' 20" W. One Hundred and Seventy Hundredths feet (100.70'); thence N. 53° 24' W. One Thousand and Eighty-three and Seventeen Hundredths feet (1083.17') to the said Northerly boundary of District Lot 143; thence N. 88° 55' E. Ninety-eight and Fifteen Hundredths feet (98.15') along the said Northerly boundary of District Lot 143 to the point of beginning.

Being a parcel of land having a width of Sixty feet (60'), a length of Sixty-five and Seven Hundred and Forty-three Thousandths (65.743) rods as measured on the center line thereof.

Thirdly Block 4 beginning at a point in the Westerly line of Block 4 of District Lot 148, One Thousand Five Hundred and Seventy-two and Eighty-one Hundredths feet (1572.81') Southerly from the intersection of said line with the Northerly line of District Lot 148 said Block and Lot being as shown on "Plan of District Lots 143 and 148, Group 1, New Westminster District" deposited in the Land Registry Office at New Westminster, British Columbia, on 8th November, 1918, as Number 3075; thence S. 86° 48' E. Fifty-three and Fifty-two Hundredths feet (53.52'); thence S. 68° 48' E. Eighty-one and Thirty-four Hundredths feet (81.34'); thence S. 50° 48' E. Eighty-one and Thirty-four Hundredths feet (81.34'); thence S. 32° 48' E. Four Hundred and Seventy-six and Thirty-nine Hundredths feet (476.39') to the Northerly line of Broadway East as shown on the said Plan; thence S. 53° 25' W. Sixty and Thirteen Hundredths feet (60.13') along the said Northerly line of Broadway East; thence N. 32° 48' W. Four Hundred and Seventy and Eighty-four Hundredths feet (470.84'); thence N. 50° 48' W. Sixty-two and Thirty-three Hundredths feet (62.33'); thence N. 68° 48' W. Sixty-two and Thirty-three Hundredths feet (62.33'); thence N. 86° 48' W. Forty and Seventy-six Hundredths feet (40.76') to the aforesaid Westerly line of Block 4; thence N. 0° 06' E. Sixty and Nine Hundredths feet (60.09') along the said line to the point of beginning.

Being a parcel of land having a width of Sixty feet (60'), a length of Forty and Two Hundred and Sixty-eight Thousandths (40.268) rods measured on the center line.

Block 3 Beginning at a point in the Southerly line of Block 3 of District Lot 148 Fifty-seven and Thirty-nine Hundredths feet (57.39') Westerly from the Southeasterly corner of said Block 3, said Block and Lot being as shown on "Plan of District Lots 143 and 148, Group 1, New Westminster District", deposited in the Land Registry Office at New Westminster, British Columbia, on 8th November, 1918, as Number 3075; thence S. 89° 58' 30" W. Seventy-one and Thirty-nine Hundredths feet (71.39') along the said Southerly line of Block 3; thence N. 32° 48' W. Five Hundred and Eighty-four and Forty-seven Hundredths feet (584.47') to the Southerly line of Broadway East as shown on said Plan; thence N. 53° 25' E. Sixty and Thirteen Hundredths feet (60.13) along the said Southerly line of Broadway East; thence S. 32° 48' E. Six Hundred and Twenty-seven and Fourteen Hundredths feet (627.14') to the point of beginning.

Being a parcel of land having a width of Sixty feet (60'), a length of Thirty-six and Seven Hundred and Fifteen Thousandths (36.715) rods measured on the centre line.

on the following terms, stipulations and conditions which are hereby mutually covenanted and agreed to by the Grantor and the Grantee:

FIRST: The Grantor and the Grantee mutually agree that when and so soon as the Grantee shall deposit a plan of the right-of-way based upon a survey in accordance with the requirements of the "Land Registry Act" and the regulations of the Surveyor-General, in the proper Land Registry Office, such plan and the survey upon which it is based, defining the right-of-way hereby granted shall be substituted for the description of the right-of-way as hereinbefore described, and shall in all respects thereafter establish, govern and define the right-of-way.

The Grantor and the Grantee authorize the Registrar to make such entries in the register as may be necessary to give effect to the preceding paragraph.

The Grantor further agrees to accept the accuracy of the said survey and the plan so deposited, without examination or further approval, and authorizes the Registrar to accept the plan for deposit without his signature thereon.

The Grantor further agrees that the boundaries and lines to be fixed by the said survey and plan will be and are the true boundaries and lines of the right-of-way, and whether or not such boundaries and lines are in any way in conflict with the description of the right-of-way as hereinbefore defined.

SECOND: The Grantor shall not, without the prior written consent of the Grantee, excavate, drill, install, erect or permit to be excavated, drilled, installed, or erected on or under the said right-of-way any pit, well, foundation, pavement or other structure or installation, but otherwise the Grantor shall have the right fully to use and enjoy the said right-of-way except as the same may be necessary for the purposes herein granted to the Grantee.

THIRD: Deleted

FOURTH: The Grantee will compensate the Grantor for damage done to any buildings, crops, fences, timber and

livestock on the said lands by reason of the exercise of the rights hereinbefore granted. In the event of disagreement between the parties as to the amount of such compensation, the same shall be determined by the arbitration of a single arbitrator or at the election of either party of three arbitrators pursuant to the provisions of the "Arbitration Act" of British Columbia. If the submission shall be to three arbitrators the award of the majority shall be final and binding upon the parties.

FIFTH: The Grantee, will, as soon as weather and soil conditions permit and insofar as it is practicable so to do, bury and maintain all pipe lines so as not to interfere with the drainage or ordinary cultivation of the said lands.

SIXTH: Notwithstanding any rule of law or equity, the pipe (which term shall include all pipe lines, all pumping and other stations, all terminals, storage tanks, reservoirs and other structures, all communication systems, pole lines, drips, valves, fittings, connections, meters, and all other equipment and appurtenances brought on to, laid or erected upon or buried in or under the right-of-way by the Grantee) shall at all times remain the property of the Grantee notwithstanding that the same may be annexed or affixed to the freehold and shall at any time, and from time to time, be removable in whole or in part by the Grantee or its assigns.

SEVENTH: Upon the discontinuance of the use of the said right-of-way and of the exercise of the rights hereby granted, the Grantee shall and will restore the said lands to the same condition, sofar as it is practicable so to do, as the same were in prior to the entry thereon and the use thereof by the Grantee, but it may at its option leave the pipe and the poles used in its communication system, in place.

EIGHTH: The Grantee, performing and observing the covenants and conditions on its part to be observed and performed, shall and may peaceably hold and enjoy the rights, liberties, privileges and easement hereby granted without hindrance,

molestation or interruption on the part of the Grantor or of any person, firm or corporation claiming by, through, under or in trust for, the Grantor.

NINTH: Each of the parties hereto shall have the absolute right to assign this Agreement and all rights, privileges and benefits accruing hereunder, subject always to the terms hereof.

TENTH: All notices to be given hereunder may be given by registered letter addressed to the Grantor at the Municipal Hall, 1930 Kingsway, South Burnaby, B. C. and to the Grantee at 316 McLeod Building, Edmonton, Alberta, or such other address as the Grantor and the Grantee may respectively from time to time designate in writing, and any such notice shall be deemed to have been given to and received by the addressee seven (7) days after the mailing thereof, postage prepaid and registered.

ELEVENTH: Neither this Agreement nor anything herein contained shall affect or prejudice the Grantee's statutory rights to acquire the said strip of land or any other portion or portions of the lands of the Grantor under the provisions of "The Pipe Lines Act" (Canada) or any other laws, which rights may be exercised at the Grantee's discretion.

TWELFTH: The Grantor will if so requested by the Grantee execute such further and other assurances and documents of title in respect of the said easement or right-of-way as may be requisite.

THIRTEENTH: Nothing herein contained shall be deemed to vest in the Grantee any title to mines, ores, metals, coal, slate, oil, gas or other minerals in or under the lands comprising the said right-of-way, except only the parts thereof that are necessary to be dug, carried away or used in the construction of the works of the Grantee.

FOURTEENTH: If it shall appear that at the date hereof the Grantor is not the sole owner of the lands hereinbefore

described, this Agreement shall nevertheless bind the Grantor to the full extent of his interest therein and if he shall later acquire a greater or the entire interest, this Agreement shall likewise bind all such after-acquired interests. All moneys payable hereunder shall be paid to the Grantor only in the proportion his interest bears to the entire interest.

FIFTEENTH: This easement is, and shall be of the same force and effect to all intents and purposes as a covenant running with the land and these presents, including all the covenants and conditions herein contained, shall extend to, be binding upon, and enure to the benefit of, the heirs, executors, administrators, successors in title and assigns of the Grantor and the Grantee respectively; and wherever the singular or masculine is used, it shall be considered as if the plural or the feminine or the neuter, as the case may be, had been used, where the context or the party or parties hereto so require and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.

SIXTEENTH: Subject to the approval of the Board of Transport Commissioners for Canada, to the extent it may have jurisdiction, the Grantee shall at its own expense lower the grade of such portion of its pipe line as may be necessary to avoid interference with the construction of service facilities by the Grantor in the future development of the area traversed by said pipe line. Prior to the installation and construction of any communication system, including pole lines, the Grantee shall secure the approval of such proposed construction by the Grantor's Engineer, and shall undertake to relocate, at the sole expense of the Grantee, any communication system or pole line that shall materially interfere with future development of the lands comprising the above described right-of-way.

IN WITNESS WHEREOF these presents have been
executed by the Grantor, and the Grantee has hereunto caused
its Corporate Seal to be affixed, attested by the hands of
its proper officers duly authorized in that behalf this
day of A. D. 195

THE CORPORATION OF THE DISTRICT
OF BURNABY

1696.

BY-LAW NO. 3205

"TRANS MOUNTAIN OIL PIPE LINE
COMPANY EASEMENT AUTHORIZATION
BY-LAW 1952."

DATED: June 10, 1952.