

THE CORPORATION OF THE DISTRICT OF BURNABY

BY-LAW NO. 3300

A BY-LAW to authorize the Granting of permission to the Shell Oil Company to construct a pipe line along certain streets within the Municipality of Burnaby.



WHEREAS it is provided in Section 58 of the Municipal Act, being Chapter 232, R.S.B.C. 1948, subsection 109, that a Municipal Council may pass by-laws for licensing and regulating any gas, electric light, telephone, district telegraph, pipe line or water company, and for authorizing the use of the public highways by such company.

AND WHEREAS under the provisions of Section 345 of the said Municipal Act, it is provided that no person shall undertake any construction or work on or over any public road, street, bridge, or other highway in any municipality except with the written consent of the Council of such municipality.

AND WHEREAS the Shell Oil Company of Canada Ltd., has applied to the Municipal Council of The Corporation of the District of Burnaby for permission to construct a pipe line leading from the tank farm site of the Trans Mountain Oil Pipe Line Company situate in District Lot One hundred forty-one (141), Group One (1), New Westminster District, to their refinery situate in District Lot Two hundred seventeen (217), Group One (1), New Westminster District.

AND WHEREAS the Municipal Council of The Corporation of the District of Burnaby deems it advisable to grant permission to the said Company to construct a pipe line along certain streets within the said Municipality of Burnaby in accordance with the provisions of the agreement entered into between the said Shell Oil Company and The Corporation of the District of Burnaby as set out in the Schedule attached to and forming part of this By-law.

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 Shell Oil Company of Canada Ltd., its successors and assigns, permission to construct a pipe line along certain streets within the Municipality of Burnaby as set out in an Indenture of Agreement, set forth in Schedule "A" hereto and which Schedule is hereby incorporated with and made part of this By-law.

2. The Reeve and Clerk of The Corporation are hereby authorized to sign and affix the Seal of The Corporation of the District of Burnaby to the said Indenture of Agreement all as an act and deed of The Corporation of the District of Burnaby, and to deliver the same to the Shell Oil Company of Canada Ltd.

3. This By-law shall come into full force and effect upon registration thereof in the manner required by law.

4. This By-law may be cited for all purposes as "BURNABY PIPE LINE APPROVAL BY-LAW 1953".

DONE AND PASSED in Open Council this Twenty-third (23rd) day of March, A. D. 1953.

RECONSIDERED AND FINALLY ADOPTED this Thirtieth (30th) day of March, A. D. 1953.

W. H. Beaud

REEVE

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 By-law passed by the Council for The Corporation of the District of Burnaby on the Thirtieth (30th) day of March, A. D. 1953.

Charles B. Brown

CLERK

SCHEDULE "A"

AGREEMENT made in duplicate this day of A.D. 1953.

BETWEEN:

THE CORPORATION OF THE DISTRICT OF BURNABY
(hereinafter called "the Corporation")

OF THE FIRST PART

AND:

SHELL OIL COMPANY OF CANADA LTD., a Company incorporated
under the laws of Canada
(hereinafter called "Shell Oil")

OF THE SECOND PART

WHEREAS Shell Oil has requested permission from the Corporation to construct and operate an oil pipe line or lines together with all appurtenances and equipment necessary thereto for the transportation of oil and gas or the by-products of either of them (hereinafter called "the pipe line") along certain Corporation roads.

AND WHEREAS By-law Number 3300 passed on the Thirtieth (30th) day of March, 1953, authorized the Corporation to enter into an Agreement with Shell Oil whereby the Corporation would grant to Shell Oil the right, licence, liberty, and privilege to lay down, construct, operate, maintain, inspect, alter, remove, replace, reconstruct and/or repair the pipe line across, through, along and under certain of the roads set out in Schedule "A" hereto and owned by the Corporation.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the within premises and the sum of Ten Dollars (\$10.00) paid by Shell to the Corporation (the receipt whereof is hereby acknowledged) the Corporation hereby and does grant and convey to Shell Oil, its successors and assigns, the right, licence, liberty and privilege to lay down, construct, operate, maintain, inspect, alter, remove, replace, reconstruct and/or repair the pipe line across, over, through, along and under certain of the roads set out in Schedule "A" hereto and owned by the Corporation. The pipe line to be constructed and operated in conformity with any Provincial Statute now or hereafter to be in effect, or any regulations made thereunder.

Shell Oil, its successors and assigns, in consideration of the herein premises, covenants and agrees with the Corporation;

- (1) To carry out any of the rights hereby granted with a minimum of inconvenience to traffic.
- (2) To restore upon completion of the construction of the pipe line and upon completion of any removal, replacement and/or repair so far as it is practicable so to do the roads set out in Schedule "A" hereto to the same conditions as the same were in prior to the entry thereon and use thereof by Shell Oil.
- (3) To lay down, construct, operate, maintain, inspect, alter, remove, replace, reconstruct, and/or repair the pipe line so as not to block or damage existing drains.
- (4) To notify the Clerk of the Corporation 24 hours before any of the rights herein granted are exercised except in the case of emergency.
- (5) To compensate and indemnify the Corporation against all losses, liabilities, costs, expenses and claims whatsoever (including, without limitation, all court costs, judgments and legal expenses of every kind and nature), suffered, incurred or made against the Grantor as the result of the commission or omission of any acts of the Grantee done or omitted in laying down, constructing, operating, maintaining, inspecting, altering, removing, replacing, reconstructing and/or repairing its pipe line.
- (6) Notwithstanding any rule of law or equity, the pipe (which terms shall include all pipe lines and all other equipment and appurtenances) shall at all times remain the property of Shell Oil notwithstanding that the same may be annexed or affixed to the freehold.

The Corporation upon such terms and conditions as it may deem proper, may direct Shell Oil to divert or relocate the pipe line, if, in its opinion, the diversion or relocation is necessary to facilitate the construction, reconstruction or relocation of a highway or any other work affecting a public interest, and may direct Shell Oil to change or alter the plan of the pipe line and may amend, rescind, or add to the terms and conditions expressed in the permit, as it may deem necessary.

This agreement is entered into in anticipation that regulations will in the near future be passed by the Legislature of the Province of British Columbia or by order of the Lieutenant-Governor in Council regulating the operations, maintenance and control of oil pipe lines within the Province of British Columbia. Insofar as any of the provisions of this agreement are in conflict with any such regulations they shall be null and void and of no force and effect whatsoever.

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

THE CORPORATION OF THE DISTRICT OF BURNABY

Reeve

Clerk

SHELL OIL COMPANY OF CANADA LTD.

THE CORPORATION OF THE DISTRICT
OF BURNABY

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BY-LAW NO. 3300

"BURNABY PIPE LINE APPROVAL
BY-LAW 1953."

Dated: March 30th, 1953.