

THE CORPORATION OF THE DISTRICT OF BURNABY

BY-LAW NO. 3319

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 Imperial Oil Limited.

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

AND WHEREAS Imperial Oil Limited 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:

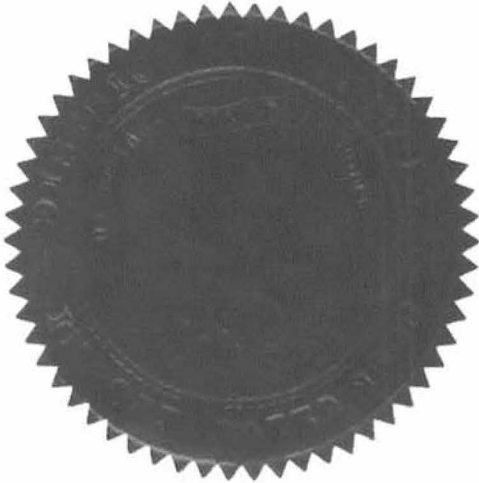
1. It shall be lawful for the Municipal Council of The Corporation of the District of Burnaby to grant to Imperial Oil Limited an easement for an Oil Pipe Line right-of-way, through and over the lands as described in Schedules "A" and "B" attached to and forming part of this By-law.

2. That upon payment of the sum of One hundred and Ninety-five dollars and Twenty-two cents (\$195.22) by Imperial Oil Limited to The Corporation 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 Imperial Oil Limited.

3. This By-law may be cited for all purposes as "IMPERIAL OIL LIMITED EASEMENT AUTHORIZATION BY-LAW 1953".

DONE AND PASSED in Open Council this Thirteenth
(13th) day of April, A. D. 1953.

RECONSIDERED AND FINALLY PASSED by a three-fourths
majority of all the members of the Municipal Council this
Twentieth (20th) day of April, A. D. 1953.



W. R. Dearnest

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 Twentieth (20th) day of April, A. D. 1953.

Charles B. Brown

CLERK

SCHEDULE "A"

IMPERIAL OIL LIMITED

EASEMENT

The undersigned The Corporation of the District of Burnaby of Burnaby in the Province of British Columbia, hereinafter called "THE GRANTOR", being registered or entitled to become registered as owner of an estate in fee simple, subject, however, to such encumbrances, liens and interests as are notified by memorandum underwritten, in all that certain tract of land situate in the Province of British Columbia, and being more particularly described as follows:

In the Municipality of Burnaby:

Firstly, Block four (4) Lot One Hundred forty-eight (148)
Group One (1) Map Three Thousand seventy-five (3075),

Secondly, Lot One Hundred (100) Group One (1) Map Three
Thousand sixty-five (3065) Save and except the South
East Three Hundred Sixty (360) Feet x Six Hundred
Twenty-two (622) Feet thereof,

Thirdly, Lot One Hundred and one (101) Group One (1) Plan
Twelve Thousand Nine Hundred Twenty Nine (12929)

New Westminster District

in consideration of the sum of One hundred seventy-one and sixty-one hundredths Dollars (\$171.60) paid to the Grantor (or others interested in the said lands by encumbrances or otherwise), the receipt whereof is hereby acknowledged, and in consideration of the covenants and conditions hereinafter mentioned to be kept and performed by IMPERIAL OIL LIMITED, a company incorporated under the laws of the Parliament of Canada and having its head office at the City of Sarnia, in the Province of Ontario, hereinafter called "THE GRANTEE", do hereby grant, convey and transfer unto and to the Grantee, the right, license, liberty, privilege and easement to use that portion of the said lands being a right-of-way on, over, under and/or through a strip of land 40 feet in width as shown outlined in red on a plan of the said right-of-way of record in the Land Registry Office for the New Westminster Land Registration District as Plan No. 13451 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 Company 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 subcontractors with vehicles, supplies and equipment for all purposes necessary or incidental to the exercise and enjoyment of the rights herein granted as from the date hereof and for so long thereafter as the Grantee desires to exercise the rights and privileges hereby granted on the following terms, stipulations and conditions which are hereby mutually covenanted and agreed to by and between the Grantor and the Grantee:

FIRST: 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.

SECOND: 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.

THIRD: 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.

FOURTH: 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) 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.

FIFTH: 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 the ground.

SIXTH: 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.

SEVENTH: 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.

EIGHTH: 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 the

City of Sarnia, in the Province of Ontario, 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.

NINTH: 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 any statute federal or provincial now or hereafter to be in effect, or any regulations made thereunder, or any other laws, which rights may be exercised at the Grantee's discretion.

TENTH: 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.

ELEVENTH: 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.

TWELFTH: 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 interest. All moneys payable hereunder shall be paid to the Grantor only in the proportion his interest bears to the entire interest.

THIRTEENTH: 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.

FOURTEENTH: 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. 1953.

SIGNED, SEALED AND DELIVERED)
by the Grantor in the)
presence of:)

THE CORPORATE SEAL of the Grantee)
was hereunto affixed in the)
presence of:)

SCHEDULE "B"

IMPERIAL OIL LIMITED

EASEMENT

The undersigned The Corporation of the District of Burnaby, of Burnaby in the Province of British Columbia, hereinafter called "THE GRANTOR", being registered or entitled to become registered as owner of an estate in fee simple, subject, however, to such encumbrances, liens, and interests as are notified by memorandum underwritten, in all that certain tract of land situate in the Province of British Columbia, and being more particularly described as follows:

In the Municipality of Burnaby:

Lot One (1) of Lot One Hundred Forty-Three (143) Group One (1) Map Three Thousand Seventy Five (3075) formerly known as the North Quarter of Lot One Hundred Forty-Three (143) Group One (1) containing Thirty Eight and Seven Hundred Fifty Five Thousandths (38.755) acres more or less as shown on Sketch deposited Two Thousand Three Hundred Thirty Five (2335) save and except part Eighteen and Twenty Six Hundredths (18.26) acres more or less as shown outlined in red on Sketch Twelve Thousand Eight Hundred Eleven (12811) New Westminster District

in consideration of the sum of Twenty-three and sixty-two one hundredths Dollars (\$23.62) paid to the Grantor (or others interested in the said lands by encumbrances or otherwise), the receipt whereof is hereby acknowledged, and in consideration of the covenants and conditions hereinafter mentioned to be kept and performed by IMPERIAL OIL LIMITED, a company incorporated under the laws of the Parliament of Canada and having its head office at the City of Sarnia, in the Province of Ontario, hereinafter called "THE GRANTEE, do hereby grant, convey and transfer unto and to the Grantee, the right, licence, liberty, privilege and easement to use that portion of the said lands being a right-of-way on, over, under and/or through a strip of land Fifteen (15) feet in width as shown outlined

in red on a plan of the said right-of-way of record in the Land Registry Office for the New Westminster Land Registration District as Plan No. 13451 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 Company 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 the rights and privileges hereby granted on the following terms, stipulations and conditions which are hereby mutually covenanted and agreed to by and between the Grantor and the Grantee:

FIRST: 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.

SECOND: 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.

THIRD: 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.

FOURTH: 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.

FIFTH: 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 the ground.

SIXTH: 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.

SEVENTH: 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.

EIGHTH: 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 the City of Sarnia, in the Province of Ontario, 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.

NINTH: 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 any statute federal or provincial now or hereafter to be in effect, or any regulations made thereunder, or any other laws, which rights may be exercised at the Grantee's discretion.

TENTH: 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.

ELEVENTH: 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.

TWELFTH: 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 interest. All moneys payable hereunder shall be paid to the Grantor only in the proportion his interest bears to the entire interest.

THIRTEENTH: 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.

FOURTEENTH: 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. 1953.

SIGNED, SEALED AND DELIVERED)
by the Grantor in the)
presence of:)

THE CORPORATE SEAL of the Grantee)
was hereunto affixed in the)
presence of:)

THE CORPORATION OF THE DISTRICT
OF BURNABY

1802-3319

BY-LAW NO. 3319

"IMPERIAL OIL LIMITED EASEMENT
AUTHORIZATION BY-LAW 1953"

DATED: APRIL 20, 1953.