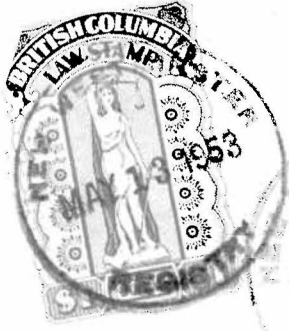


THE CORPORATION OF THE DISTRICT OF BURNABY

BY-LAW NO. 3331



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 Schedule "A" attached to and forming part of this By-law.

2. That upon payment of the sum of Twenty-two dollars and Twenty-four cents (\$22.24) by the Trans Mountain Oil Pipe Line Company to The Corporation of the District of Burnaby, the Reeve and Clerk of the Corporation shall be authorized to sign and affix the Corporation Seal of The Corporation of the District of Burnaby to an Indenture of Easement in the form of the said Schedule, 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 NO. 2, 1953".

DONE AND PASSED in Open Council this Fourth (4th)
day of May, A. D. 1953.

RECONSIDERED AND FINALLY PASSED by a three-fourths
majority of all the members of the Municipal Council this
Eleventh (11th) day of May, A. D. 1953.



W. A. Beemish

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 Eleventh (11th) day of May, A. D. 1953.

Charles B. Brown

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", 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:

Part of Lot Two (2) of District Lot Two Hundred and Sixteen (216), Group One (1) as shown on Sketch Three Thousand and Eight-three (3083), New Westminster District

in consideration of the sum of Twenty-two dollars and Twenty-four cents (\$22.24) 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 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 having its head office at the City of Edmonton, in the Province of Alberta, 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 60 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. 13425 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 Grantor will at all times cut thistles and all noxious weeds growing on the right-of-way and cut down or root out and destroy such thistles and weeds each year before they have sufficiently matured to seed.

THIRD: The Grantee will compensate the Grantor for damage done to any buildings, crops, fences, timber and live-stock 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.

FOURTH: 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.

FIFTH: 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.

SIXTH: 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 land 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.

SEVENTH: 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.

EIGHTH: 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.

NINTH: 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.

TENTH: 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.

ELEVENTH: 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.

TWELFTH: 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.

THIRTEENTH: 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.

FOURTEENTH: 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.

FIFTEENTH: 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. 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

1810-3331

BY-LAW NO. 3331

"TRANS-MOUNTAIN OIL PIPE LINE COMPANY
EASEMENT AUTHORIZATION BY-LAW NO. 2,
1953"

DATED: MAY 11 1953