

31. Re: Trans Mountain Enterprises Right-of-Way Agreement
Burnaby Road Closing Bylaw #14, 1971
Rezoning Reference #59/70

The following report dated July 26, 1972, from the Planning Director recommends that a right-of-way agreement with Trans Mountain Enterprises be amended in order to effect a road closure. The Solicitor has reviewed the agreement.

RECOMMENDATION:

THAT authority be granted to enter into an agreement to include this section of pipe in the agreement covering Trans Mountain's pipes in road allowances.

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PLANNING DEPARTMENT
JULY 26, 1972

MR. M. J. SHELLEY
MUNICIPAL MANAGER

DEAR SIR:

RE: BURNABY ROAD CLOSING BY-LAW NO.14, 1971
REZONING REFERENCE #59/70

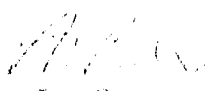
On the 25th day of October, 1971, Burnaby passed a by-law closing a portion of Augusta Avenue north of Kitchener Street. The Corporation has since received title to the road by way of Order-in-Council and now is in a position to consolidate the lots into a church site and to dedicate a road allowance to the north joining Duthie and Kitchener east of Duthie. Attached is a copy of the plan with road shown shaded and a pipe line operated by Trans Mountain Enterprises indicated.

Before the road can be dedicated, Trans Mountain Enterprises must sign the plan as their pipe line is in the newly dedicated road allowance. To protect themselves and for our own protection, they have asked us to add that section of pipe to an agreement dated the 9th of July, 1968 covering their pipe in our road allowances. A copy of this agreement is attached for Council's reference. The Planning Department has examined the proposed agreement and it meets their satisfaction.

RECOMMENDATION

That authority be granted to enter into an agreement to include this section of pipe, in the agreement covering Trans Mountain's pipes in road allowances.

Respectfully submitted,


A. L. Part
DIRECTOR OF PLANNING

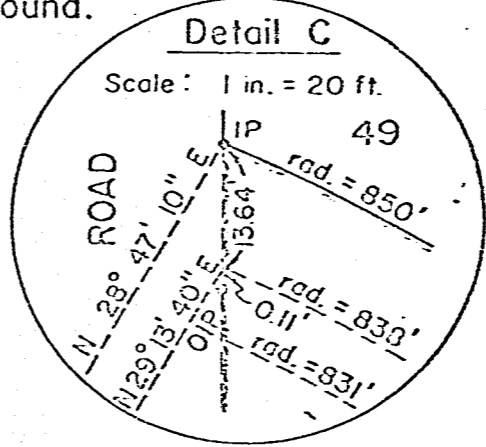
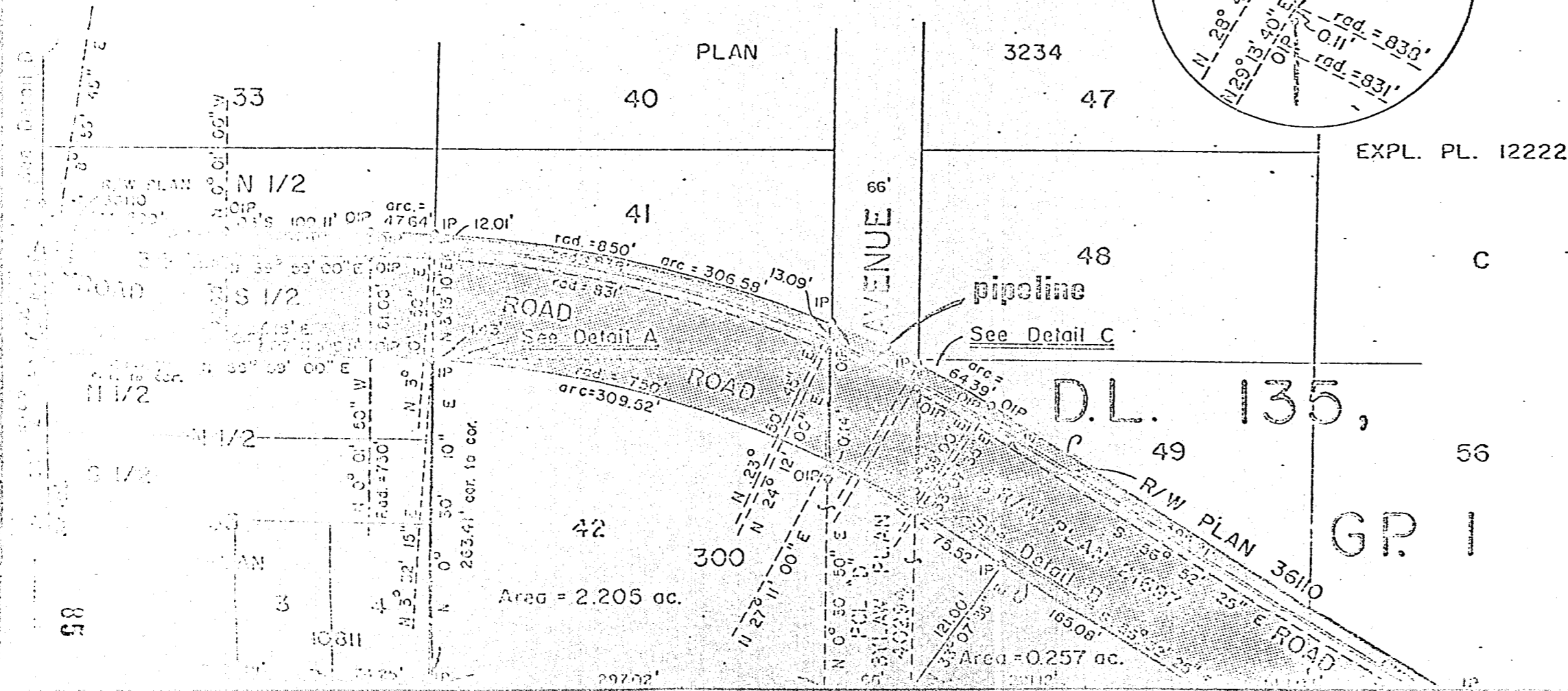
GP:ea

LEGEND

Bearings are astronomic and are referred to the meridian of R/W Plan 36110 deposited.

- o OIP denotes old iron post found.
- o IP denotes 1/2" x 1/2" x 30" iron post marked "B.C.L.S." set.
- o OIPipe denotes 3/4" diameter old iron pipe found.

N 1/2 34
1" = 200'
ROAD



MAP NO. 31
NADLER'S REPORT NO. 48
COUNCIL MEETING JULY 11/72
N. 0° 01' 50" W.

THIS AGREEMENT made and entered in

of 1972.

BETWEEN:

THE CORPORATION OF THE DISTRICT OF BURNABY

(hereinafter called "the Corporation")

OF THE FIRST PART

AND:

TRANS MOUNTAIN ENTERPRISES OF BRITISH
COLUMBIA LIMITED

(hereinafter called "Trans Mountain")

OF THE SECOND PART

WHEREAS the Corporation is the owner in fee simple of those certain parcels or tracts of land and premises situate, lying and being in the Municipality of Burnaby, in the Province of British Columbia, and more particularly known and described in Schedule "A" attached hereto (hereinafter called "the said lands");

AND WHEREAS by an Indenture dated the 22nd day of February, 1972 and registered in the New Westminster Land Registry Office under Number G29623, the Corporation granted to Trans Mountain a pipe line right-of-way seven feet in width across the said lands (inter alia), the location of the said right-of-way across the said lands being shown in a plan of right-of-way deposited in the New Westminster Land Registry Office on the 12th day of September, 1969 under Number 36110;

AND WHEREAS Trans Mountain has placed and constructed a pipe line within the said right-of-way across the said lands;

AND WHEREAS the Corporation has submitted to Trans Mountain for signature a Subdivision Plan of the lands shown and described in a copy of the Subdivision Plan attached hereto as Schedule "B", which Plan includes the lands described in Schedule "A";

AND WHEREAS upon the deposit of the Subdivision Plan

Trans Mountain's Pipe Line and Right-of-Way across the said lands will be located within a highway, described as "Road" in the said Plan (hereinafter called the "new highway");

AND WHEREAS an Agreement made between the parties hereto dated the 9th day of July, 1968, set out the terms and conditions under which Trans Mountain may place, construct, renew, alter, repair, maintain, remove, operate and use its six inch pipe line and appurtenances (therein described and hereinafter referred to as the "works") upon and along certain highways more particularly described in the said Agreement (hereinafter called the "Crossing Agreement");

AND WHEREAS the parties hereto desire that certain provisions of the said Crossing Agreement shall apply to the works of Trans Mountain located within the new highway shown in the said Subdivision Plan;

NOW THEREFORE THIS AGREEMENT WITNESSETH:

1. The terms and conditions of the said Crossing Agreement shall apply to the works of Trans Mountain located within the said lands and the new highway; PROVIDED HOWEVER that those provisions of the said Crossing Agreement which refer to the placing or construction of the works upon, along, under or across highways shall not apply to the placing or construction of the works upon, along, under or across the said new highway as the said works have already been placed and constructed therein, but shall apply to the renewal, alteration, repair, maintenance, removal, operation and use of the said works.
2. Trans Mountain has agreed to sign the said Subdivision Plan on the understanding that the Corporation will obtain the leave of the Minister of Commercial Transport under the provisions of the Pipe-lines Act to carry the said new highway upon, along and across the portion of Trans Mountain's Pipe Line located within the said lands.
3. The Corporation agrees that it will promptly apply to

the Minister for such leave in the manner provided by the
Provincial Act and the regulations and requirements of the
Minister thereunder.

IN WITNESS WHEREOF the parties hereto have caused these
presents to be executed as of the day and year first above
written.

The Corporate Seal of TRANS MOUNTAIN
ENTERPRISES OF BRITISH COLUMBIA LIMITED
was hereunto affixed in the presence of:

The Corporate Seal of THE CORPORATION OF
THE DISTRICT OF BURNABY was hereunto
affixed in the presence of:

MAYOR

CLERK