

BY-LAW NO. 761¹

of the
RURAL MUNICIPALITY OF MORRIS.

BE IT PASSED AND ENACTED as a by-law of the
R ural Municipality of Morris, as follows:

The Municipality doth hereby grant unto Winnipeg
Pipe Line Company Limited the right to use the highways,
streets, lanes and lands within the municipal jurisdiction
set out in Schedule "A" hereto, for the purpose of laying
down, constructing, operating, maintaining, inspecting, alt-
ering, removing, replacing, reconstruction and repairing
one or more pipe lines for the carriage, conveyence, trans-
portation and handling of petroleum products, oil and gas,
subject to the condition that the said Company enter into
an agreement with the Municipality in the form attached
hereto and marked Schedule "B".

PASSED AND ENACTED this 9th day of June 1950.

B. W. Thiessen
Reeve,

Geo. Pottinger
Secretary.

AGREEMENT made this Ninth day of June,

A.D. 1950:

B E T W E E N:

THE RURAL MUNICIPALITY OF MORRIS,

hereinafter called "the Municipality",

OF THE FIRST PART,

- and -

WINNIPEG PIPE LINE COMPANY LIMITED,

hereinafter called "the Company",

OF THE SECOND PART.

WHEREAS the Company is desirous of constructing a pipe line or lines through certain portions of the territorial limits of the Municipality for conveying crude petroleum, petroleum products and gas.

AND WHEREAS the Municipality has agreed to grant to the Company the right to lay such pipes across and under certain of the highways, lanes, streets and lands within the municipal jurisdiction, subject to the terms and conditions herein more particularly set out.

NOW THEREFORE THIS AGREEMENT WITNESSETH in consideration of the premises and the sum of One Dollar (\$1.00) paid by the Company to the Municipality, it is hereby agreed between the parties hereto as follows:

1. The Municipality doth hereby grant unto the Company, its successors and assigns, the right, liberty and privilege of laying down, constructing, operating, maintaining, inspecting, altering, replacing, reconstructing, repairing and removing one or more pipe lines for the carriage, conveyance, transpor-

This is Schedule "B" referred to in By-law No. 761 of the Rural Municipality of Morris, dated Ninth day of June, 1950.

tation and handling of crude petroleum, petroleum products and gas under the highways, streets, lanes and lands within the jurisdiction of the Municipality as more particularly set out in Schedule "A" hereto, such pipe lines to be laid under the said highways, streets, lanes and lands in accordance with standard procedures and methods and subject to the supervision of the Municipal Engineer or such other person as may be appointed by the Municipality, and to be at a sufficient depth below the surface of the highway, street or lane and the lowest portion of any ditch affected so as not to interfere with the use and maintenance of the said highways, streets and lanes and the operation of such ditches.

2. In consideration whereof the Company doth hereby, for itself, its successors and assigns, covenant with the Municipality and its successors:

(a) To lay said pipe lines in such manner as to cause a minimum of inconvenience to traffic using any of the said highways, streets and lanes.

(b) During the progress of the work and until the same has been completed and approved by the Municipal Engineer or such person as may be appointed by the Municipality, the Company shall wholly and entirely be responsible for the safety of the public and of all traffic along roads where work is being done, and shall provide such necessary barriers and warning lights at all times warning the public of any excavations, equipment or obstruction which may be on any such highways, streets and lanes.

(c) Upon completion of the laying of the said pipe or pipes and upon completion of any replacement work, maintenance work, alteration work, construction work or removal work, to fill

in all excavations in the said highways, streets, lanes and lands, and to restore the surface thereof to the condition they were in prior to the commencement of the work, and to remove all equipment and rubbish.

(d) To indemnify and save harmless the Municipality and its successors, of, from and against all loss, costs, charges, damages and expenses which the Municipality and its successors, or any of them, may at any time or times hereafter bear, sustain, suffer, be at, or be put unto, for, or by reason or on account of the laying down, construction, operation, maintenance, inspection, alteration, replacement, reconstruction, repairing and removal by the Company, its servants, agents, contractors or employees, of the said pipe lines or any of them under the said highways, streets, lanes and lands.

3. These presents shall be binding upon and enure to the benefit of the parties hereto, their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have caused their corporate seals to be hereunto affixed, attested by the signatures of their respective proper officers in that behalf, the day and year first above written.

THE RURAL MUNICIPALITY OF MORRIS

By B. W. Thiessen Revc.

and Jas. Pottinger Sec. - Treas.

WINNIPEG PIPE LINE COMPANY LIMITED

By J. A. Kite
Vice-President

and A. Whitford
Secretary-Treasurer.

THIS IS SCHEDULE "A" referred to in
an Agreement made between The Rural
Municipality of Morris and Winnipeg
Pipe Line Company Limited dated the
day of 1950.

Road Allowance adjoining North boundary of Section 33-6-2E;
Road Allowance adjoining South boundary of Section 33-6-2E;
Road Allowance between Sections 28 and 29-6-2E;
Road Allowance adjoining South boundary of Section 29-6-2E;
Road Allowance adjoining South boundary of Section 20-6-2E;
Road Allowance adjoining East boundary of Section 18-6-2E;
Road Allowance adjoining South boundary of Section 18-6-2E;
Road Allowance between Sections 6 and 7-6-2E;
Road Allowance adjoining West boundary of Section 6-6-2E;
Road Allowance adjoining North boundary of Section 36-5-1E;
Road Allowance between Sections 25 and 36-5-1E;
Road Allowance between Sections 25 and 26-5-1E;
Road Allowance between Sections 23 and 26-5-1E;
Road Allowance between Sections 14 and 23-5-1E;
Road Allowance between Sections 14 and 15-5-1E;
Road Allowance between Sections 10 and 15-5-1E;
Road Allowance adjoining South boundary of Section 10-5-1E;
Road Allowance adjoining East boundary of Section 4-5-1E;
Road Allowance adjoining South boundary of Section 4-5-1E;
Road Allowance between Sections 28 and 33-4-1E;
Road Allowance between Sections 21 and 28-4-1E;
Road Allowance between Sections 20 and 21-4-1E;
Road Allowance between Sections 17 and 20-4-1E;
Road Allowance between Sections 8 and 17-4-1E;

Road Allowance between Sections 5 and 8-4-1E;
Road Allowance between Section 5-4-1E and Section 32-3-1E;
Public Road in Section 17-4-1E shown on registered Plan 617;
Public Road in Section 14-5-1E shown on registered Plan 374;
Drainage Ditch in Section 8-4-1E shown on registered Plan 3257;
Drainage Ditch in Section 10-5-1E shown on registered Plan 1082;
Drainage Ditch in Section 36-5-1E shown on registered Plan 2984;
Drainage Ditches in Section 20-6-2E shown on registered Plans
3377, 3378 and 1317;
Drainage Ditches in Section 29-6-2E shown on registered Plans
1317 and 3378;
Drainage Ditch in Section 33-6-2E shown on registered Plan 3380.