

CORPORATION OF THE DISTRICT OF BURNABY.

By-law No. 418.

A By-law to authorize the execution of an agreement with Glen Lyon Country Club Limited.

THE MUNICIPAL COUNCIL of the Corporation of the District of Burnaby ENACTS AS FOLLOWS:

1. Authority is hereby given to the Reeve and Clerk of the Corporation of the District of Burnaby to sign, execute and affix the corporate seal to and give delivery to the Glen Lyon Country Club Limited therein named of an agreement between the Corporation of the District of Burnaby and the said Glen Lyon Country Club Limited all to the extent on the terms and in the manner set forth in the said agreement a copy whereof is herewith annexed and that all as an act and deed of the Corporation of the District of Burnaby.

2. This By-law may be cited for all purposes as "GLEN LYON COUNTRY CLUB AGREEMENT BY-LAW 1924".

DONE AND PASSED in Open Council this Third (3rd)
day of March, 1924.

RECONSIDERED and finally passed this Tenth (10th)
day of March, 1924.



A. K. McLean
REEVE.

Arthur G. Moore
C.M.C.

I, Arthur G. Moore, Clerk to the Municipal Council of the Corporation of the District of Burnaby, hereby certify that the foregoing is a true copy of a By-law passed by the Municipal Council on the Tenth (10th) day of March, 1924.

Arthur G. Moore
CLERK.

THIS AGREEMENT made in duplicate this
day of March one thousand nine hundred and
twenty-four.

BETWEEN:

THE CORPORATION OF THE DISTRICT OF BURNABY
Hereinafter called the "Corporation "

OF THE ONE PART:

A N D

GLEN LYON COUNTRY CLUB LIMITED a body
corporate having its registered office
at 744 Hastings Street West in the City
of Vancouver and Province of British
Columbia,
Hereinafter called the "Club"

OF THE OTHER PART

WHEREAS the Club has applied to the Municipal
Council of the Corporation for permission to carry on horse
racing on its premises in the Municipality of Burnaby being
those portions of Lot One hundred and sixty-four (164)
Group One (1) in the District of New Westminster and Province
of British Columbia, more particularly described as follows:-
FIRSTLY: Part 34.174 acres of said Lot One Hundred and Sixty-
four (164) Group One (1) as shown outlined in Red on sketch
deposited No. 941 save and except a strip thirty-three (33)
feet wide as shown and colored Red on sketch deposited No. 3068;
SECONDLY: Block "D" of said Lot One Hundred and Sixty-four (164)
Group One (1) Map 3596.

AND WHEREAS the said Council at the Municipal Elections
held on the 19th day of January 1924 did submit to the electors
of the Municipality a referendum on the question of whether or
not horse racing should be permitted in the Municipality.

AND WHEREAS the said electors by a large majority
expressed themselves as being in favour of horse racing being
so permitted.

WITNESSETH that the parties hereto for themselves their successors and assigns do hereby mutually covenant promise and agree each with the other in manner following, that is to say:-

1. The Corporation so far as it may lawfully do so but subject to the Dominion and Provincial Statutes and Regulations will permit the Club, by itself or by such racing association as the Club may nominate to carry on horse racing on its premises hereinbefore mentioned during the term of ten (10) years from the date of the execution of this agreement.

2. The Club shall pay to the Corporation, in addition to taxes, the sum of Five Thousand Dollars (\$5,000.00) in each year in which racing is carried on during the said period of ten (10) years such payment to be made in each case at least thirty (30) days prior to the opening of the first race meet for that year and provided that the Club shall during the said ten (10) year period pay to the Corporation the sum of at least Twenty Five Thousand Dollars (\$25,000.00) such amount to be paid in any event in payments of Five Thousand Dollars (\$5,000.00) each on or before the 1st day of November in each alternate year during the said period, the first of such payments to be made on or before the 1st day of November, 1925.

3. The Club shall within one year from the date hereof expend not less than Fifty Thousand Dollars (\$50,000.00) on buildings or improvements or in otherwise developing the premises hereinbefore mentioned or any other adjacent property acquired by the Club for club purposes and shall within two (2) years from the date hereof expend the sum of not less than One Hundred Thousand Dollars (\$100,000.00) on the said premises.

for similar purposes and shall within three (3) years from the date hereof expend not less than One Hundred and Fifty Thousand Dollars (\$150,000.00) on the said premises for similar purposes PROVIDED that the purchase price of the property heretofore acquired by the Club or the value of existing improvements or developments thereon shall not be considered as coming within the scope of the provisions of this clause.

4. The Club shall pay the cost of extra police during any race meet whenever in the opinion of the Municipal Police Commission such extra police are necessary to maintain law and order such payment to be at the same rates of pay as may then be paid to constables on the Burnaby Police force and payment to be made therefor to the Municipality by the Company within seven (7) days after account rendered by the Municipality.

5. Time shall be of the essence of this agreement. In the event of default by the Club in making the payments hereinbefore mentioned or any of them or to keep and perform any of the covenants, provisos or conditions contained in this agreement all rights acquired by the Club under this agreement shall immediately cease and determine. This agreement shall thereupon become null and void except insofar as the same affects the obligations of the Club thereunder.

6. This agreement shall be registered as a charge against the lands hereinbefore described and all the provisions hereof shall be and become binding upon the owners thereof their heirs, executors, administrators, successors and assigns and shall be deemed a covenant running with the said land.

7. The Club shall pay the costs of and incidental to the preparation, execution and registration of this agreement.

IN WITNESS WHEREOF the parties hereto have caused their corporate seals to be hereto affixed by the hands of their proper officers.

SEALED AND DELIVERED)

in the presence of:)

DATED 1924.

THE CORPORATION OF THE
DISTRICT OF BURNABY

-and-

GLEN LYON COUNTRY CLUB
LIMITED.

Draft
A G R E E M E N T.

McQUARRIE & CASSADY.