

CORPORATION OF THE DISTRICT OF BURNABY.

By-law No. 425.

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 hereunto 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 NO.2,1924".

DONE AND PASSED in Open Council this Twenty-fourth day of March 1924.

RECONSIDERED and finally passed this Thirty-first day of March 1924.

Al McKinnon
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 Thirty-first day of March, 1924.

Arthur G. Moore CLERK.



THIS AGREEMENT made in duplicate this thirty-first 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 cash in each year in which racing is carried on during the years 1924, 1925, 1926, 1927 and 1928 and the sum of Seven Thousand Five Hundred Dollars (\$7,500.00) in cash in each year in which racing is carried on during the years 1929, 1930, 1931, 1932 and 1933, such payments to be made in each case at least thirty (30) days prior to the opening of the first race meet for that year.

3. The Club covenants that it will not by itself or by any person or racing association or otherwise howsoever, carry on or permit or suffer to be carried on any horse racing on its premises in any of said years until the Club shall have paid to the Corporation the sum payable to it in that year under the provisions of the preceding paragraph hereof.

4. The Club shall within two years from the date hereof expend not less than One Hundred Thousand Dollars (\$100,000.00) 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 five (5) years from the date hereof expend the sum of 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.

5. 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.

6. Time shall be of the essence of this agreement, and 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, the Corporation may give to the Club notice in writing demanding payment or performance of the covenants, provisos, or conditions as the case may be and in case such default shall continue for thirty (30) days after demand this agreement shall cease and determine and become null and void except insofar as the same affects the obligations of the Club thereunder. Such notice shall be well and sufficiently given if left at the registered office of the Company or deposited in His Majesty's Post Office in the City of New Westminster under prepaid registered cover addressed as follows:-

"Glen Lyon Country Club Limited,

744 Hastings Street West,

Vancouver, B.C."

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

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

SEALED and DELIVERED
in the presence of

Margaret Finlayson

GLEN LYON COUNTRY CLUB LIMITED

J. F. Woods

President.

J. H. T. [unclear]

Secretary.

Arthur [unclear]

Reeve

Arthur G. Moore

Clerk