

CORPORATION OF THE DISTRICT OF BURNABY

BY-LAW NO. 982

A BY-LAW to authorize the execution of an Agreement to R. P. Clark & Company (Vancouver) Limited providing for the sale of tax sale lands.

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

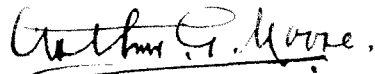
1. Authority is hereby given to the Reeve and Clerk of the Corporation of the District of Burnaby to sign and execute and affix the Corporate Seal to and give delivery to R. P. Clark & Company (Vancouver) Limited therein named of an indenture of Agreement between the Corporation of the District of Burnaby and the said R. P. Clark & Company (Vancouver) Limited providing for the sale of tax sale lands of the Corporation all to the extent on the terms and conditions and in the manner set forth in the said indenture of Agreement, which is hereunto annexed and that all as an act and deed of the said Corporation.

2. This By-law may be cited as the "R.P. CLARK & COMPANY (VANCOUVER) LIMITED AGREEMENT AUTHORIZATION BY-LAW 1927"

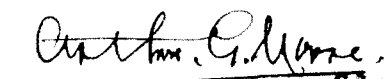
DONE AND PASSED in Open Council this Eleventh (11th) day of April, A. D. 1927.

RECONSIDERED and FINALLY PASSED this Nineteenth (19th) day of April, A. D. 1927.

  
REEVE

  
CLERK

I, Arthur G Moore, Clerk to the Municipal Council of the Corporation of the District of Burnaby hereby certify the foregoing to be a true copy of a By-law passed by the Municipal Council on the Nineteenth (19th) day of April A.D. 1927.

  
- Clerk.

THIS AGREEMENT made in triplicate the                      day of  
April, in the year of our Lord one thousand nine hundred and  
twenty seven.

BETWEEN:

THE CORPORATION OF THE DISTRICT OF BURNABY  
hereinafter called the Corporation.

OF THE FIRST PART:

AND:

R. P. CLARK & COMPANY (VANCOUVER) LIMITED,  
a body corporate having its head office  
in the City of Vancouver, hereinafter  
called the Second party.

OF THE SECOND PART:

WHEREAS the Second Party has made application to the  
Corporation to be appointed an agent for the sale of such  
tax sale lands owned by the Corporation as the Corporation  
may desire to sell;

AND WHEREAS pursuant to such application the Corpora-  
tion has agreed to appoint the Second Party an agent for  
the sale of such tax sale lands upon the terms and conditions  
hereinafter mentioned;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the  
parties hereto have agreed as follows:-

1. The Corporation hereby appoints the Second Party  
its agent for the purpose of selling such tax sale lands  
now owned or hereafter acquired by the Corporation as the  
Council of the Corporation may from time to time determine  
until, in accordance with paragraph fifteen hereof either  
party hereto gives to the other three (3) months notice in  
writing of its intention to terminate this Agreement.

2. The Second Party hereby accepts such appointment  
subject to all the provisions of the Municipal Act as to the  
sale of tax sale lands by the Corporation.

3. The Corporation agrees to pay to the Second Party  
a commission of ten (10%) per cent on the selling price of  
all lands sold by the Second Party pursuant to the terms of

this agreement, such commission to be paid monthly on the third day of each and every month upon the total selling price of lands sold by the Second Party for the month preceding the date of payment.

4. The Second Party will appoint and maintain at its own cost a competent representative at the Municipal Hall, Edmonds, and shall pay over all receipts from sales of tax sale lands forthwith upon receipt of the same to the Treasurer of the Corporation, and such representative so appointed shall be deemed to be an employee of the Corporation in all matters relating to the sale or disposal of the said tax sale lands.

5. The Second Party shall keep books of accounts and records of all tax sale lands listed with the Second Party for sale and shall keep a proper record of all lands so sold and render a full statement of account in respect of the same as and when required to do so by the Council of the Corporation. The person who represents the Second Party at such Municipal Hall shall keep all books and records in connection with the sale of the said lands, under the direction and supervision of the Treasurer of the Corporation and all such books and records shall be the property of the Corporation and shall not be removed from the custody of the said Treasurer.

6. The Second Party shall before offering any of such lands for sale submit a price list of tax sale lands of the Corporation to the Council of the Corporation for approval and shall have such price list approved by resolution of the Council and in accordance with the provisions of Burnaby Tax Sale Lands Sale By-law 1921, No. 301 and Amendments thereto.

7. The Second Party shall comply with Clause (b) of subsection 175 of Section 54 of the Municipal Act and shall not sell any tax sale lands upon which there are buildings of any kind until such last-mentioned lands have been advertised for sale once in a newspaper circulating in the Municipality of Burnaby as being tax sale lands upon which buildings are erected.

8. The person who represents the Second Party at such Municipal Hall shall prepare and send out at the direction and under the supervision of the Collector of the Corporation to purchasers of tax sale lands sold by the Second Party half yearly notices setting forth the amounts due or accruing due by such purchasers respectively.

9. The Second Party shall prepare without expense to the Corporation all Agreements for Sale and Conveyances of lands sold by it on and in accordance with forms to be supplied by the Corporation and before any Agreement for Sale or Conveyance in fee shall be executed by the Corporation the Second Party shall furnish the Municipal Clerk or Treasurer with satisfactory proof of payment of all purchase money mentioned in such Agreements or Conveyances.

10. The Second Party will take out such Provincial and Municipal real estate license as may be required by law.

11. The Second Party will furnish to the Corporation a surety bond conditioned for the due performance of all the obligations undertaken by it hereunder which surety bond shall be made out to the approval of the Council.

12. The Second Party shall prepare and undertake at its own expense all advertising in connection with the disposal of such tax sale lands.

13. Notwithstanding anything in these presents contained the Corporation shall have the right to withdraw or withhold from sale for good and sufficient reasons any of such tax sale lands at any time for such period as the Corporation may deem proper without incurring any liability whatever to the Second Party either for damages or otherwise.

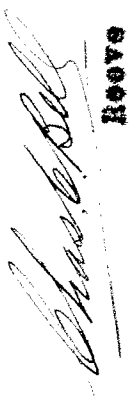
14. The Second party hereby covenants and agrees with the Corporation that it will at all times indemnify and save harmless the Corporation from all loss, costs, damages, or expenses it may suffer, be put to or be at by reason of any misrepresentation of any kind made by the Second party or its agents in connection with the sale of lands pursuant to this Agreement.

15. Either Party hereto may terminate this Agreement upon giving to the other Party three (3) months notice in writing of its intention so to do.

IN WITNESS WHEREOF the parties hereto have hereunto set the hands of their proper officers and their respective corporate seals on the day and in the year above written.

SIGNED, SEALED AND DELIVERED

in the presence of :

  
Reeve

  
Clerk

  
President

  
Secretary