

THE CORPORATION OF THE DISTRICT OF BURNABY

BY-LAW NO. 3043

A BY-LAW to authorize the sale of certain Tax Sale Lands belonging to The Corporation of the District of Burnaby.

WHEREAS at the Tax sales held by the Collector of Burnaby, the lands hereinafter described became the property of The Corporation of the District of Burnaby in default of other purchaser.

AND WHEREAS the C. B. Riley Construction Co. Ltd. a body corporate with its head office and place of business at 3733 Kingsway, in the Municipality of Burnaby, Province of British Columbia, has offered to purchase the undermentioned lands at the price and subject to the terms of the agreement hereunto annexed as Schedule "A" AND IT IS ADVISABLE to accept the said offer.

AND WHEREAS insofar as and to the extent that there are buildings erected upon any of the parcels of land described hereunder, such have prior to disposal, been advertised for sale once in a newspaper circulating within the District of Burnaby, in accordance with the provisions in that regard contained in the "Municipal Act".

THE MUNICIPAL COUNCIL of The Corporation of the District of Burnaby therefore enacts as follows:

1. That ALL AND SINGULAR those certain parcels or tracts of land and premises, situate, lying and being in the Municipality of Burnaby, District of New Westminster, and Province of British Columbia, and composed of:

Blocks "A" to "F" inclusive, of Block Two (2) of subdivision of portion of District Lot Two hundred and sixteen (216) Group One (1) Map No. 11548, be sold and disposed of to C. B. Riley Construction Co. Ltd. a body corporate with its head office and place of business at 3733 Kingsway, in the Municipality of Burnaby,

Province of British Columbia for the consideration shown herein-
under, viz:

Block "A"	\$3,360.00
Block "B"	960.00
Block "C"	730.00
Block "D"	2,500.00
Block "E"	3,330.00
Block "F"	3,720.00

all in accordance with the terms and conditions and stipulations
as set forth in the agreement hereto annexed and marked Schedule
"A" which Schedule is hereby incorporated with and made part of
this By-law.

2. That upon payment of the consideration hereinbefore
mentioned and upon the terms and conditions of the hereinbefore
mentioned agreement having been fully complied with, conveyance
to the purchasers hereinbefore named be executed under the seal
of the Corporation by the Reeve and the Clerk and be delivered
to the purchaser.

3. This By-law may be cited as "BURNABY LAND SALE BY-LAW
NO. 8, 1950."

DONE AND PASSED in Open Council this Twenty-fourth
(24th) day of April, A. D. 1950.

RECONSIDERED AND FINALLY ADOPTED by a three-fourths
majority of the whole Council this Eighth (8th) day of May, A. D.
1950.



W. R. Beaush

REEVE

Charles B. Brown

CLERK

I, Charles B. Brown, Clerk of The
Corporation of the District of
Burnaby do hereby certify the
foregoing to be a true copy of a
By-law passed by the Council for
The Corporation of the District of
Burnaby on the Eighth (8th) day of
May, A. D. 1950.

Charles B. Brown

CLERK.

SCHEDULE "A"

THIS AGREEMENT made the eleventh day of April in the year of our Lord one thousand nine hundred and fifty.

BETWEEN:

THE CORPORATION OF THE DISTRICT OF BURNABY

Of the One Part

A N D:

C. B. RILEY CONSTRUCTION CO. LTD., a body corporate with its head office and place of business at 3733 Kingsway, in the Municipality of Burnaby, Province of British Columbia. Of the Second Part

1. WHEREAS the Corporation has agreed to convey to the Contractors ALL AND SINGULAR those certain parcels or tracts of land and premises, situate, lying and being in the Municipality of the District of Burnaby, District of New Westminster and Province of British Columbia, and composed of:

Blocks A to F inclusive, of Block 2, D. L. 216,
on the following terms and conditions:

Block A for the sum of \$3660.00 with a cash payment of \$860.00, balance within twelve months.

Block B for the sum of \$960.00 with a cash payment of \$260.00, balance within twelve months.

Block C for the sum of \$730.00 with a cash payment of \$200.00, balance within twelve months.

Block D for the sum of \$2500.00 with a cash payment of \$650.00, balance within twelve months.

Block E for the sum of \$3330.00 with a cash payment of \$850.00, balance within twelve months.

Block F for the sum of \$3720.00 with a cash payment of \$950.00, balance within twelve months.

2. NOW THIS AGREEMENT WITNESSETH that in consideration of the premises and for the consideration aforesaid the Corporation covenants and agrees to execute an Agreement for Sale to the Contractors covering the lands and premises hereinbefore described for the considerations set out in the respective descriptions, the said Agreement to be delivered to the Contractors, but the conveyances of the respective parcels shall not be delivered to the said Contractors until the subdivision plan or plans covering the blocks or any individual block or any portion thereof and also the works hereinafter provided for have been completed and approved in writing by the Engineer

and by the Approving Officer for the Corporation.

3. The works on the Arterial Highway except for the water mains shall be considered completed for the purpose of this Agreement when the Corporation has received advice from the Provincial Department of Public Works that arrangements have been completed to have the work of clearing and grading and gravelling carried out.

4. The Contractors covenant and agree forthwith at their own expense in all things to carry out a statutory and registerable subdivision of the hereinbefore described lands and premises into building lots subject to the approval of the Approving Officer for the Corporation. A master plan of the subdivision of aforesaid lands approved by the Approving Officer and the Engineer is hereunto annexed, provided nevertheless the contractors may alter or vary the subdivision in any manner approved by the Approving Officer and the Engineer whose decision in the matter shall be final and binding. The said subdivision may cover the whole of the above described properties, or the Contractors may have subdivisions made of individual blocks, or portions of blocks, or one or more blocks on one subdivision plan nevertheless each and every plan of subdivision shall be subject as aforesaid to the approval in writing of the Engineer and of the Approving Officer for the Corporation and so that the Engineer and Approving Officer shall in the event of the Contractors desiring subdivision of individual blocks or block the Engineer and Approving Officer shall be at liberty to take into account (inter alia) appropriateness of such subdivision in relation to the layout and contour of the remainder of all the said lands.

5. The parties hereto covenant to and with each other that none of such subdivision plans of the whole or any part thereof shall be finally approved by the said Approving Officer and handed to the Contractors for registration, until all works hereinafter set forth shall have first been completed to the satisfaction of and a certificate in writing of approval issued by the Engineer for the Corporation.

6. The Contractors shall forthwith at their own expense in all things clear and grade to full width all roads and lanes shown on any and all subdivision plans submitted for approval, whether the roads and lanes exist at the present time or are roads and lanes created by any subdivision plan submitted for approval, making provision for culverts to properly drain the said roads and lanes and constructing culverts wherever necessary and gravel the roads to a width of 22' and the lanes to a width of 16' according to the specifications hereto annexed and marked Schedule 1, to the satisfaction of the Engineer of the Corporation.

7. The Contractors shall forthwith at their own expense in all things install water mains in the said roads and lanes including installation of all connections with existing service mains and install fire hydrants according to the specifications hereto annexed and marked Schedule 2 to the satisfaction of the Engineer of the Corporation.

8. The said work shall be carried out in accordance with the specifications shown in Schedules 1 and 2 hereto and shall be completed on or before the first day of May, 1951. Provided, however, on good cause being shown the Corporation may grant in writing an extension of time to a specific date from time to time on the written application of the Contractors.

9. All works of every description to be undertaken by the Contractors under these presents shall be subject to the supervision of the Engineer for the time being of the Corporation and he may in his discretion object to the manner in which, or the materials with which any such works are being, or are proposed or intended to be executed, and if the said Engineer shall so object the said works shall not be executed in opposition thereto, but shall be the subject of an arbitration, as referred to in this agreement.

10. The Contractors shall from time to time on demand in writing pay to the Corporation the costs and expenses to the Corporation representing the time and services of their Engineer in superintending the execution of the said works.

11. The Contractors shall upon the execution of these presents at their own expense, furnish in favour of the Corporation a duly executed bond by some responsible Fidelity Company, in an amount equal to 25% of the cost of the works referred to in paragraphs six and seven hereof, for the due and faithful carrying out by the Contractors of the obligations herein. The said Fidelity Company shall be one of those recognized by the Supreme Court of British Columbia as acceptable to the said Court where bonds are required in cases pending before it. The premiums on the said bond shall be provided and paid by the Contractors and the Contractors shall from time to time renew the said bond and keep the same in full force and virtue until the Engineer of the said Corporation shall certify in writing that all obligations of the Contractors covered by the said bond have been duly performed.

12. This Agreement is personal to the Contractors and shall not be in any way assigned, transferred or put over by the Contractors without the approval in writing of the Corporation first had and obtained.

13. The Contractors further covenant and agree that no lot or any portion of the said land, or the said land as a whole shall be sold or dealt with until all the roads and lanes abutting thereon have been fully constructed as herein provided and all the said works in regard to roads and lanes, water mains and hydrants and the said connections installed and otherwise as aforesaid to the satisfaction of the Engineer for the Corporation. Provided nevertheless that the Corporation agrees with the Contractors that after the said roads

and lanes and the said water mains and connections have been fully completed in the whole area hereinbefore conveyed, or in any individual block covered by any one approved subdivision plan and provided the contractors shall have complied with all their other obligations hereunder to the date of each application for conveyance, the Corporation will execute in favour of the Contractors a conveyance of the whole or any such block or blocks of the said land upon receipt by the Corporation in cash of the balance owing with interest in respect of the whole or any block or blocks requested to be conveyed.

14. The Contractors shall duly and punctually pay the wages of all employees and workmen and the bills of all material men and all moneys due to permitted subcontractors in and about the said works or any buildings or the like upon the said land and shall keep all the said land and the Corporation's estate and interest therein free and clear of all mechanics liens or other liens under the "Mechanics Lien Act" or any other statutory provisions to the like effect.

15. The Corporation, having jurisdiction over the District wherein the said land is situated, shall not by reason of these presents be deemed to have waived, abandoned, limited or restricted any statutory, administrative or by-law jurisdiction vested in or exerciseable by the Corporation over and against the said lands, or the owners, tenants, occupiers or their contractors and accordingly notwithstanding these presents the Corporation shall retain and have the same full and unrestricted jurisdiction as if the said lands had been the property of some independent owner other than the Corporation and these presents had not included the Corporation as a contracting party, any rule of law or equity regarding derogation from grant or otherwise notwithstanding.

16. Time is to be considered to be of the essence of this agreement and if the Contractors shall be guilty of any breach of their obligations herein, or any of them, or in case the said land of the Corporation or any part thereof shall be liened and in respect of such lien judgment shall pass against the Corporation, then and so often as the same shall happen, the Corporation may at its option and in addition to its other remedies hereunder either (a) proceed against the Contractors in accordance with the procedure prescribed in Section 310 of the Municipal Act, R.S.B.C. 1948, or (b) give to the Contractors thirty days notice in writing demanding payment or compliance with the Contractors obligations hereunder, as the case may be and in case any such default shall continue, these presents shall at the expiration of such notice (if the Corporation shall so elect) be null and void and of no effect and the Corporation shall be at liberty to repossess, resell and convey the said lands to any purchaser thereof and any moneys paid hereunder shall be absolutely forfeited to the Corporation as liquidated and ascertained damages. The said notice shall be well and sufficiently given to the Contractors if mailed to them at the address hereinbefore set forth.

17. In the event of this Agreement being registered and being forfeited under Subsection (b) of the last preceding clause for default being made^{by} the Contractors as aforesaid whether before or after such registration, it is agreed that the Corporation shall be at liberty to cancel, remove and determine such registration upon the production to the Registrar of Titles of a satisfactory declaration that default has occurred and is then continuing at the date of such production.

18. It is agreed between the parties that in case any dispute or question should arise between the parties relative

to the construction or works to be carried out under this agreement, the same shall be referred to the arbitration and determination of one arbitrator to be mutually agreed upon between the parties and the award of the said arbitrator shall be final and conclusive. In the event of failure to agree upon the appointment of one arbitrator, each party shall appoint an arbitrator and the two arbitrators so appointed shall appoint a third arbitrator and the majority decision of the said arbitrators shall be final and conclusive. Subject at all times to the Arbitration Act for the Province of British Columbia.

IN WITNESS WHEREOF the Corporate Seal of The Corporation has been hereto affixed under the hands of its Reeve and Clerk, and the Contractors have hereunto set their hands and seals the day and year first above written.

The Corporate Seal of the Corporation was hereunto affixed in the presence of:

Reeve.

Clerk.

Signed, Sealed and Delivered
by the Contractors in the
presence of:

SCHEDULE 1

STREETS

- (1) All streets shall be constructed to the grades and lines established by the Engineer for the Corporation;
- (2) The line and grade of the sub-grade must be passed by the Engineer for the Corporation prior to the spreading of gravel;
- (3) Base gravel may be pit run, containing no boulders over 6" in size.
2½" crush gravel may be used in place of pit run, provided that either material must be satisfactory to the Engineer for the Corporation;
- (4) The minimum thickness of the base course shall be 6". If in the opinion of the Engineer for the Corporation local conditions warrant additional gravel this thickness may be increased;
- (5) The surface course shall be of 1" or 1½" crushed gravel and must be satisfactory to the Engineer for the Corporation.
- (6) The minimum thickness of the surface course shall be of 2".
- (7) All culverts shall be constructed of reinforced concrete culvert pipe, unless specified otherwise by the Engineer for the Corporation. The size, location and grade of the pipe shall be specified by the Engineer for the Corporation;
- (8) Where surface drainage is carried through easements on private property, the pipe may be plain concrete if in the opinion of the Engineer for the Corporation future loading conditions will not exceed its strength;
- (9) The Engineer for the Corporation shall have free access at all times to all parts of the project and his decision on any of the above clauses shall be final, subject only to the provisions of the arbitration clause herein contained.

LANES

- (1) All lanes shall be graded and ditched to the lines and grades established by the Engineer for the Corporation;
- (2) Lanes shall be covered with not less than 4" of 2½" crushed gravel or other material satisfactory to the Engineer for the Corporation.
- (3) The lanes and roads are set forth on the master plan hereto annexed, but may be varied or altered according to the terms of the agreement as hereinbefore provided.

SCHEDULE 2

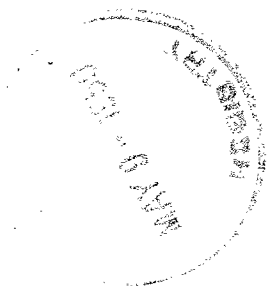
WATER MAINS

- (1) All pipes shall be laid to the line and grade established by the Engineer for the Corporation;
- (2) The location of valves, hydrants, etc., shall be specified by the Engineer for the Corporation on the ground;
- (3) All pipes and fittings shall be Class 250, American Water Works Association Standard;
- (4) All joints shall be Bell & Spigot, yarned, lead poured and adequately caulked;
- (5) All hydrants shall be secured by means of rods fastened to lugs on the hydrant tee. Concrete "Dead Men" shall be constructed where specified by the Engineer for the Corporation;
- (6) All pipe laid shall be inspected, tested and chlorinated in the presence of the Engineer for the Corporation before back-filling is commenced;
- (7) All unsound joints shall be re-caulked by the Contractors before back-filling;
- (8) All unsound pipe shall be replaced by the Contractors before back-filling;
- (9) The Engineer for the Corporation shall have free access to all parts of the project at all times and his decision concerning any of the above clauses shall be final, subject only to the provisions of the arbitration clause herein contained.
- (10) The sizes and locations of the water mains and the locations of the hydrants are set forth in the master plan hereto annexed, but may be varied or altered according to the final subdivision plans to be filed as provided in the said Agreement.

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THE CORPORATION OF THE DISTRICT
OF BURNABY

BY-LAW NO. 3043



"BURNABY LAND SALE BY-LAW NO. 8,
1950."

PASSED: May 8th, 1950.