

THE CORPORATION OF THE DISTRICT OF BURNABY

BY-LAW NO. 3060

A BY-LAW to authorize the sale of certain Tax Sale lands belonging to The Corporation of the District of Burnaby to the C.B. Riley Construction Co. Ltd.

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 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 that certain parcel or tract of land and premises, situate, lying and being in the Municipality of Burnaby, District of New Westminster, and Province of British Columbia, and comprising 8.31 acres more or less of Lot 2, District Lot 216, Group One, registered plan 3083, and which is more particularly described as follows:

Commencing at a point on the east boundary of Cliff Avenue N. 0° 20'E., 70.02 feet from the north east corner of Block "F" of registered plan 11548;

thence N 0° 20' E. along the east boundary of Cliff Avenue 683.1 feet more or less to its intersection with the south boundary of addition to Canadian Pacific Railway right-of-way;

thence N 67° 15' E., 265.0 feet along said Railway right-of-way addition;

Thence S. 24° 20' E., 512.52 feet;

thence N. 70° 50' E., 160.0 feet;

thence S. 19° 10' E., 10.0 feet;

thence easterly along a curve to right with radius of 646.0 feet, and whose tangent at point of beginning is N 70° 50' E., 304.4 feet;

thence S. 82° 10' E., 285.32 feet to west boundary of Provincial Highway;

thence Southerly along the easterly boundary of said Highway on a curve to the left of 1960.1 feet radius and whose radius at point of beginning is S. 54° 38' E. for 154.93 feet;

thence N 82° 10' W. 219.27 feet to point of curve.

thence along a curve to left of 506.0 feet radius whose point of beginning is tangent to previous course 238.4 feet;

thence S 70° 50' W. 698.78 feet more or less to point of commencement and as shown outlined in red on accompanying plan.

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 sum of Five Thousand (\$5000.00) Dollars, 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. 12, 1950."

DONE AND PASSED In Open Council this Third (3rd) day of July, A.D. 1950.

RECONSIDERED AND FINALLY ADOPTED by a three-fourths majority of all the members of the Council this Thirty-first (31st) day of July, A.D. 1950.



W. P. Beamish

REVEVE

Charles B. Brown

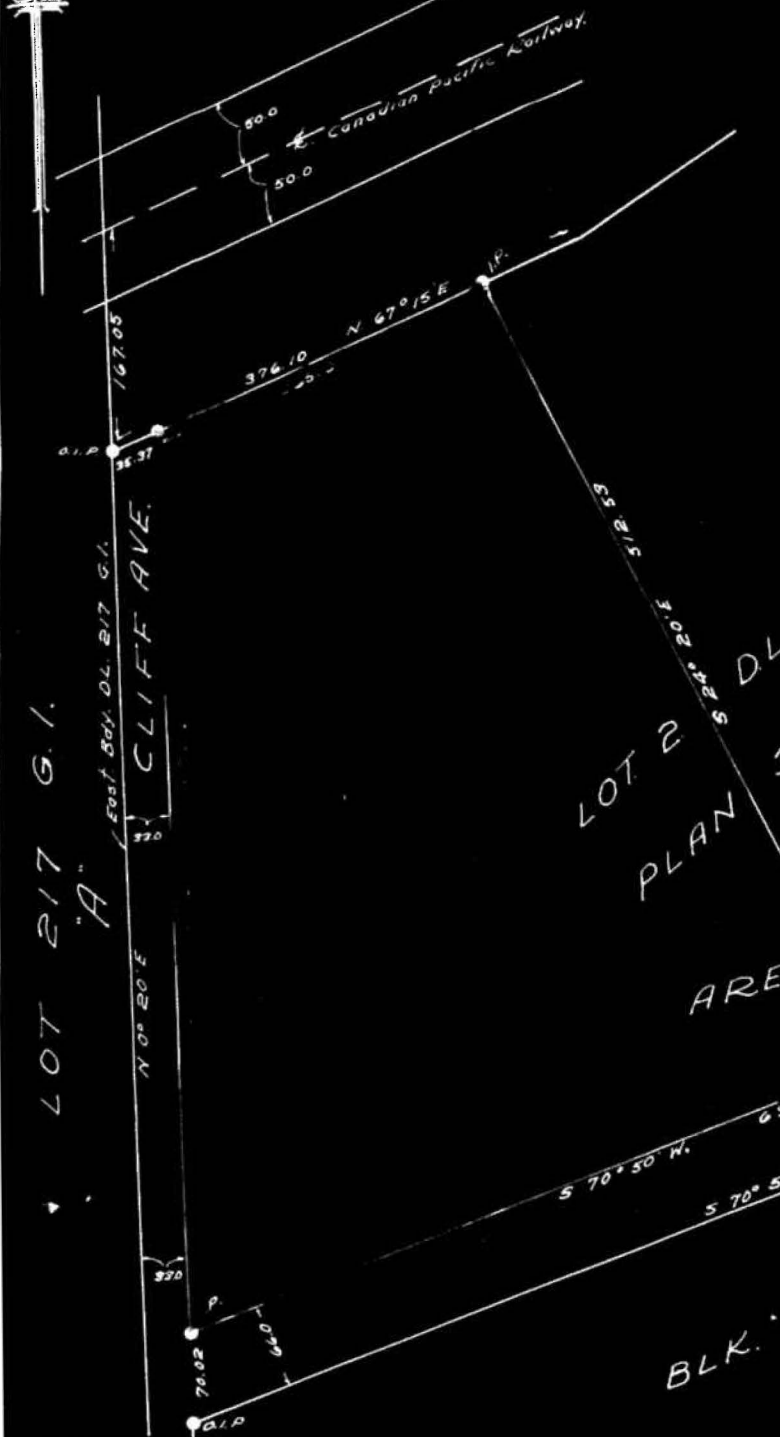
CLERK

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 a three-fourths majority of all the members of the Council for The Corporation of the District of Burnaby on the 31st day of July A.D. 1950.

Charles B. Brown

Clerk.

14-23
1950



Witness Signature.

Deposited under Section 79 of the Land Registry Act. This day of 1950

Registrar.

Approved under the Land Registry Act. This day of 1950.

Approving Officer.
MUNICIPALITY OF BURNABY.

I, ALFRED CUMMINGS of the CITY OF VANCOUVER, BRITISH COLUMBIA, BRITISH COLUMBIA LAND SURVEYOR make oath and say that I was present at and did personally Superintend the survey represented by this plan and that the survey and plan are correct. The said survey was completed on the 22nd day of JUNE, 1950

Sworn before me at the CITY OF VANCOUVER BRITISH COLUMBIA. This 27th day of June 1950

Alfred Cummings

W. Stewart Commissioner for taking Affidavits within the PROVINCE OF BRITISH COLUMBIA.

THIS AGREEMENT made the Third day of July, in the year of our Lord, One thousand nine hundred and fifty.

BETWEEN:

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

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.
(Hereinafter called the "Contractors")

OF THE SECOND PART

1. WHEREAS the Corporation has agreed to convey to the Contractors ALL AND SINGULAR that certain parcel or tract of land and premises, situate, lying and being in the Municipality of Burnaby, District of New Westminster, and Province of British Columbia and comprising 8.31 acres more or less of Lot 2, District Lot 216, Group One, registered plan 3083, and which is more particularly described as follows:

Commencing at a point on the east boundary of Cliff Avenue N 0° 20' E., 70.02 feet from the north east corner of Block "F" of registered plan 11548;
thence N 0° 20' E. along the east boundary of Cliff Avenue 683.1 feet more or less to its intersection with the south boundary of addition to Canadian Pacific Railway right-of-way;
thence N 67° 15' E., 265.0 feet along the said Railway right-of-way addition;
thence S. 24° 20' E., 512.52 feet;
thence N. 70° 50' E., 160.0 feet;
thence S. 19° 10' E., 10.0 feet;
thence easterly along a curve to right with radius of 646.0 feet, and whose tangent at point of beginning is N 70° 50' E., 304.4 feet;
thence S 82° 10' E., 285.32 feet to west boundary of Provincial Highway;
thence Southerly along the easterly boundary of said Highway on a curve to the left of 1960.1 feet radius and whose radius at point of beginning is S. 54° 38' E. for 154.93 feet;
thence N 82° 10' W. 219.27 feet to point of curve.
Then along a curve to left of 506.0 feet radius whose point of beginning is tangent to previous course 238.4 feet;
thence S 70° 50' W. 698.78 feet more or less to point of commencement and as shown outlined in red on accompanying plan.

for the sum of \$5,000.00 on terms of \$1,250.00 cash, 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 consideration hereinbefore set out, the said Agreement to be delivered to the Contractors, but the conveyance of the said parcel shall not be delivered to the said Contractors until the subdivision plan or plans covering the whole or any portion of the hereinbefore mentioned lands 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 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, in accordance with the master plan attached to and forming part of agreement between the parties hereto dated the 11th day of April, A.D. 1950, 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 hereinbefore mentioned property, or the Contractors may have subdivisions made of any portion or portions thereof subject 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 portions only 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.

4. 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, provided however, that when in the opinion of the Engineer for the Corporation certain of the works hereinafter set forth cannot be completed for good and sufficient reasons, the Contractors may receive approval of the plans of subdivision upon depositing with the Corporation a sum of money sufficient to cover the costs of the uncompleted works, and the decision of the said Engineer as to the amount shall be binding upon the Contractors.

5. The Contractors shall forthwith at their own expense in all things clear and grade to full width all roads and lanes shown on any or 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 attached to agreement between the parties hereto dated the 11th day of April, 1950, to the satisfaction of the Engineer for the Corporation.

6. 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 attached to agreement between the parties hereto dated the 11th day of April, 1950 to the satisfaction of the Engineer for the Corporation.

7. The said work shall be carried out in accordance with the said specifications hereinbefore referred to 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.

8. 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.

9. 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.

10. 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 5 and 6 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.

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

12. 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 duly 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.

13. 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 above 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 other statutory provisions to the like effect.

14. 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 exercisable 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.

15. Time is to be considered to be 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 lands 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.

16. 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.

17. It is agreed between the parties that in case any dispute or question should arise between the parties relative to the construction of 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

1552.

#3060

THE CORPORATION OF THE DISTRICT
OF BURNABY.

"BURNABY LAND SALE BY-LAW NO.
12, 1950."



BY-LAW NO. 3060

DATED JULY 31st 1950.