

THE CORPORATION OF THE DISTRICT OF BURNABY

BY-LAW NO. 3113.

A BY-LAW to authorize the sale of Lots 1 to 26 inclusive, of Block 10 and Lots 22 and 23, of Block 23, all in District Lot 13, Group One, New Westminster District, Map No. 3046.

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 Thomas McWilliam Ford, of 3372 Kingsway in the Municipality of Burnaby, Province of British Columbia has offered to purchase the said lands at a price of \$11,000.00 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 being more particularly described as Lots One (1) to Twenty six (26) inclusive, of Block 10, and Lots Twenty two (22) and Twenty three (23) of Block Twenty three (23), all in District Lot Thirteen (13) Group One (1), Map No. 3046, be sold and disposed of to Thomas McWilliam Ford, of 3372 Kingsway, in the Municipality of Burnaby, Province of British Columbia for the sum of Eleven thousand (\$11,000.00) 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 purchaser 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. 5, 1951."

DONE AND PASSED in Open Council this Second (2nd) day of April, A. D. 1951.

RECONSIDERED AND FINALLY PASSED by a three fourths majority of the whole Council this Ninth (9th) day of April, A.D. 1951.



W. R. Beames
REEVE

Charles B. Brown
CLERK

This Agreement made this Ninth (9th) day of
April, A. D. 1951.

BETWEEN

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

OF THE FIRST PART.

AND

THOMAS McWILLIAM FORD, of 3372 Kingsway, in
the Municipality of Burnaby, Province
of British Columbia.
(hereinafter called the "Purchaser")

OF THE SECOND PART.

WHEREAS the Corporation is the owner of the herein-
after mentioned lands.

AND WHEREAS the Purchaser has agreed to purchase
the said lands.

AND WHEREAS the Corporation has agreed to sell the
said lands to the Purchaser for the sum of \$11,000.00 on
condition that the said Purchaser agrees to clear, grade and
gravel Holmes Street from Cariboo Road to Rose Street, and
Rose Street from Holmes Street to 10th Avenue, and in addition
install water mains on Holmes Street from Cariboo Road to the
lane in Block 10, and in the lane in Block 10, from Holmes
Street to 10th Avenue.

NOW THIS AGREEMENT WITNESSETH:

(1) That in consideration of the Purchaser being permitted to
purchase all and singular those certain parcels or tracts of
land and premises situate, lying and being in the Municipality
of Burnaby, Province of British Columbia, and being more
particularly described as Lots 1 to 26 inclusive, of Block 10,
District Lot 13, Group 1, New Westminster District, Map No.
3046, and Lots 22 and 23, of Block 23, of District Lot 13,
Group 1, New Westminster District, Map No. 3046, the Purchaser
agrees to and with the Corporation that he will at his own expense
clear, grade and gravel Holmes Street from Cariboo Road to Rose
Street, and Rose Street from Holmes Street to 10th Avenue; and
will install water mains on Holmes Street from Cariboo Road to

to the lane in Block 10, District Lot 13, and on the lane in Block 10, District Lot 13, from Holmes Street to 10th Avenue, all in accordance with the specifications of and to the satisfaction of the Engineer of the Corporation, the said work to be completed on or before the Thirtieth (30th) day of May 1951.

(2) The Purchaser covenants and agrees to carry out and complete all of the works mentioned in paragraph (1) hereof at his own expense, including such costs as may be incurred by the Corporation in supervising the carrying out of the said works, said costs to be fixed by the Engineer for the Corporation.

(3) It is agreed between the parties hereto 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 arbitration and determination of one arbiter 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.

(4) As security for the faithful performance by the Purchaser of the carrying out of the said works set out in paragraph (1) hereof and for the payment of all monies by the Purchaser arising out of the carrying out of the said works, the Purchaser covenants and agrees to provide the Corporation the sum of \$6,400.00, receipt of which is hereby acknowledged.

(5) This agreement shall be binding upon the parties hereto, their heirs, successors, administrators and assigns.

IN WITNESS WHEREOF the said parties to these presents have hereunto set their hands the day and year first above written.

THE CORPORATION OF THE DISTRICT OF BURNABY

REEVE

CLERK

SIGNED SEALED AND DELIVERED
in the presence of
