

THE CORPORATION OF THE DISTRICT OF BURNABY

BY-LAW NO. 3120

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:

Lots Fifty four (54) and Fifty five (55) of District Lot One hundred and thirty five (135) Group One (1) Map No. 3234;

AND

Lots Three (3), Eight (8), Nine (9), Ten (10), Lots Twenty-three (23) to Twenty seven (27) inclusive, Lots Thirty (30), Thirty one (31), Thirty Two (32), and Thirty four (34), Lots Thirty six (36) to Forty one (41) inclusive, Lots Fifty five (55) to Sixty three (63) inclusive, of District Lot One hundred and thirty eight (138) Group One (1) Map No. 1256, 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 Eight thousand, five hundred dollars (\$8,500.00) 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 duly 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. 7, 1951."

DONE AND PASSED in Open Council this Seventh (7th) day of May, A.D. 1951.

RECONSIDERED AND FINALLY PASSED by a three-fourths majority of the whole Council this Fourteenth (14th) day of May, A. D. 1951.

W. R. Beames
REEVE

Charles R. Brown
CLERK



THIS AGREEMENT made the Fourteenth (14th) day of May, in the year of our Lord, one thousand nine hundred and fifty one.

BETWEEN:

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

OF THE FIRST PART

AND

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

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 Burnaby, District of NewWestminster, and Province of British Columbia and being more particularly described as Lots Fifty four (54) and Fifty five (55) of District Lot One hundred and thirty five (135) Group One (1) Map No. 3234 AND Lots Three (3) Eight (8), Nine (9), Ten (10) Lots Twenty three (23) to Twenty seven (27) inclusive, Lots Thirty (30), Thirty one (31), Thirty two (32) and Thirty four (34), Lots Thirty six (36) to Forty one (41) inclusive, Lots Fifty five (55) to Sixty three (63) inclusive, of District Lot One hundred and thirty eight (138) Group One (1) Map No. 1256, for the sum of Eight Thousand Five Hundred (\$8,500.00) Dollars, on terms of Two Thousand Two Hundred Dollars (\$2,200.00) balance in Six (6), Twelve (12) and Eighteen (18) months.

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 lands shall not be delivered to the said Contractors until a subdivision plan or plans covering the whole 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.

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 subject to the approval of the Approving Officer for the Corporation.

THE parties hereto covenant to and with each other that the said subdivision plans shall not be finally approved by the 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 Contractor.

THE CONTRACTORS shall forthwith at their own expense in all things install a booster pump to the specifications of the Engineer of the Corporation at such location as may be determined by the said Engineer.

The parties hereto covenant to and with each other that if at any time after the installation of the said booster pump the use of same becomes unnecessary in the opinion of the Engineer of the Corporation, then the Contractor may at his own expense remove the said pump.

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.

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.

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 of 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 Corporation Seal of the Corporation was hereunto affixed in the presence of

REEVE

CLERK

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