THE CORPORATION OF THE DISTRICT OF BURNABY

BY LAW NO. 3383

File 1848

A BY-LAW to authorize the sale of certain Tax Sale lands belonging to The Corporation of the District of Burnaby to Central Park Garden Villages Limited.

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 Arlow McGrath of 2231 West 49th Avenue, in the City of Vancouver, Province of British Columbia, has offered to purchase the undermentioned lands at the price and subject to the terms of the Agreement within the Schedule hereunto annexed.

AND WHEREAS the said Thomas Arlow McGrath has assigned the said Agreement to the Central Park Garden Villages Limited.

AND WHEREAS it is deemed advisable to accept the said offer of the said Thomas Arlow McGrath.

AND WHEREAS the property described in the Agreement annexed hereto has been subject to consolidation under the provisions of the Plan Cancellation Act and is now known as Blocks "C", "D", "E", "F", "G", "H", "J", Lot Two (2) of Block Thirty-nine (39), and Block "K" Save and Except 8.2 acre part as shown on Plan , all in District Lot Thirty-four (34).

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 advertisied for sale once in a newspaper circulating in 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 the lands and premises included in the Schedule attached to and forming part of this By-law, now known as Blocks "C", "D", "E", "F", "G", "H", "J", Lot Two (2) of Block Thirty-nine (39) and Block "K" Save and Except 8.2 acres part as shown on Plan , and all in District Lot Thirty-four (34), be sold and disposed of to Central Park Graden Villages Limited, a body corporate with its head office and place of business at 555 Howe Street, for the sum of Fifty-two thousand, Six Hundred and Seventy-five (\$52,675.00) dollars, all in accordance with the terms and conditions and stipulations as set forth in the Agreement hereto annexed as the Schedule aforesaid.
- That upon payment of the said 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 Clerk and delivered to the purchaser.
- 3. This By-law may be cited as "BURNABY LAND SALE BY-LAW NO. 16, 1953".

DONE AND PASSED in Open Council the Sixth (6th) day of August A.D., 1953.

RECONSIDERED AND FINALLY ADOPTED by a three-fourths majority of all the members of the Council this Twelfth (12th) day of August, A.D., 1953.

REEVE Coleales BBm

THIS AGREEMENT made the 1st day of April in the year of our Lord One thousand nine hundred and fifty-three.

BETWEEN:

THE CORPORATION OF THE DISTRICT OF BURNABY, a Municipal Corporation having its Municipal Office at 1930 Kingsway, in the Municipality of Burnaby, Province of British Columbia.

(Hereinafter called the "Corporation")

OF THE ONE PART

AND:

THOMAS ARLOW McGRATH, of 2231 West 49th Avenue, in the City of Vancouver, Province of British Columbia.

(Hereinafter called the "Contractor")

OF THE OTHER PART

WHEREAS the Corporation has agreed to convey to the Contractor the lands and premises described in the Schedule attached to and forming part of this agreement and identified by the letter "A" at and for a price of \$52,675.00, payable One-fourth cash on the execution of this agreement and the balance within thirty-six (36) months on the following terms and conditions:

of the premises, and for the consideration aforesaid, the Corporation covenants and agrees to execute an Agreement for Sale to the Contractor covering the lands and premises as set out in Schedule "A" hereto, the said Agreement to be delivered to the Contractor after the Corporation has effected a cancellation of the said lands into complete blocks of land, the said cancellation to be effected forthwith and all expenses in connection therewith, including the cost of acquiring the north half of Lot 5, Block 46, D.L. 34, being borne by the Contractor, but the Conveyances of the respective Blocks or parcels shall not be delivered to the said Contractor until the subdivision plan or plans covering the blocks or any individual block and also the works hereinafter provided

for have been completed and approved, in writing, by the Engineer and Approving Officer for the Corporation.

- The Contractor covenants and agrees forthwith at his 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 is hereunto annexed, provided nevertheless the Contractor 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 Contractor may have subdivisions made of individual 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 Contractor desiring subdivision of individual blocks or block 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 of said lands.
- 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 Contractor 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, where it is proven to the satisfaction of the said Engineer that certain of the works hereinafter provided for cannot be completed by the Contractor for reasons beyond his control, the said Engineer may accept from the said Contractor a sum of money sufficient to cover the costs of the uncompleted works and issue his certificate and approve said subdivision plans for registration accordingly.
- 4. The Contractor shall forthwith at his 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 "B", to the satisfaction of the Engineer of the Corporation.

- 5. The Contractor shall forthwith at his own expense in all things install water mains on 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 "C", to the satisfaction of the Engineer of the Corporation, in such a manner as to service every lot within the subdivision plan to be approved.
- 6. The said work shall be carried out in accordance with the specifications shown on Schedule "B", and "C" hereto, and shall be completed on or before the First (lst) day of April, 1956. 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 Contractor.
- 7. All works of every description to be undertaken by the Contractor 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 to an arbitration, as referred to in this agreement.
- 8. The Contractor 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.
- 9. The Contractor shall upon the execution of these presents at his 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 4 and 5 hereof, the estimated cost of which is \$167,200.00 for the due and faithful carrying out by the Contractor 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 Contractor and the Contractor 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 Contractor covered by the said bond have been duly performed.

- 10. This Agreement is personal to the Contractor and shall not in any way be assigned, transferred or put over by the Contractor without the approval in writing of the Corporation first had and obtained.
- The Contractor further covenants and agrees that no 11. lot or any portion of the said land, or the said land as the 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 Contractor 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 Contractor 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 Contractor 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.
- 12. The Contractor shall duly and punctually pay the wages of all employees and workmen and the bills of all material,

men and all monies 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 any other statutory provisions to the like effect.

- 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.
- Time is to be considered to be of the essence of 14. this agreement and if the Contractor shall be guilty of any breach of his 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 Contractor in accordance with the procedure prescribed in Section 310 of the Municipal Act, R.S.B.C.1948, or (b) give to the Contractor thirty days notice in writing demanding payment or compliance with the Contractor's obligations hereunder, as the case may be and in case any 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 monies 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 Contractor if mailed to him at the address hereinbefore set forth.

and being forfeited under sub-section (b) of the last preceding clause for default being made by the Contractor 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.

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 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 Contractor has set his hand and seal the day and year first above written.

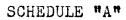
The Corporate Seal of the Corporation was hereunto affixed in the presence of:

REEVE

HAS camed

CLERK

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



LOTS	BLOCKS	D.L.	MAP NO.
8-15	21/22	34 W.80 ac.	1355
4-12	23/24	n	11
7,8,9	25/26	n	Ħ
8-12	27/28	Ħ	n
3-7	29	n	2302
1-11 & 16	37	34	1355
2,8,9	39	17	2801
1-7	40	Ħ	Ħ
1-9	41	Ħ	n
1-14	42	н	Ħ
8-14	43	Ħ	n
$1-4$, $S^{\frac{1}{2}}$ 5 & 6-12	46	17	n
1-12	47	π	n
1-12	48	n	n
1-14	49	11	n
1-14	50	17	11
1-14	51	Ħ	n
1-14	52	Ħ	n
1-14	53	п	n
1-18	54	TF .	n
1-18	55	Ħ	Ħ
1-14	56	स	n
1-14	57	n	n
1-14	58	11	n
1-14	59	π	n
1-14	60	Ħ	Ħ
1-14	61	n	n
1-16	62	n	11
1-16	63	17	H.
2-15	64	Ħ	n
2-15	65	Ħ	n
2-16	66	TT	n
1-16	67	Ħ	n
1-13	68	n	17

SCHEDULE "B"

SPECIFICATIONS FOR CONSTRUCTION OF MUNICIPAL STREET, LANE AND DRAINAGE FACILITIES

1. GENERAL

These specifications are to apply to the construction of all streets within the area designated in schedules and of this agreement. This will include streets dedicated in the course of subdivision as well as existing streets which are not cancelled as a part of the development. The specification is intended to cover streets constructed on 66 foot road allowances and any deviation from this width will be the subject of special consideration.

2. LINES AND GRADES

All streets shall be constructed by the Contractor to the line and grade established by the Engineer for the Corporation. These shall provide the basic street dimensions shown on plan #1 of this specification, said lines and grades to be established on the ground before work is commenced on the subgrade.

3. SUBGRADE

Materials used in the subgrade may be that found on the side, provided that it shall contain no roots or stumps or other unsuitable material. Before any gravel is placed, the subgrade shall be inspected by the Engineer who may require that any unsuitable soil be removed by excavation and replaced with crushed rock or other suitable fill material.

4. BASE COURSE

The base course shall consist of gravel, having a maximum size of 3 inches. It shall be evenly spread to a depth of not less than 6 inches and to a width of 30 feet, provided, however, that should special conditions warrant, the Engineer may require that the thickness or width of the base course be increased.

The base course shall be inspected by the Engineer prior to the placing of the surface course and any irregularities in grade shall be rectified upon his instructions.

5. SURFACE COURSE

The surface course shall consist of gravel having a maximum size of 1-1/8 inches and shall be evenly spread to a depth not less than 2 inches and to a width of not less than 22 feet.

All gravel used in both the base course and surface course must be free of organic matter and excessive amounts of sand, silt or clay. The Engineer shall have the right to inspect and reject, if necessary, any material either at the pit source, in transit, or on the road grade.

6. DRAINAGE

All streets shall be drained by open ditches where designated by the Engineer which in all cases shall be lower than the subgrade level. These shall be constructed as part of the subgrade preparation. The Engineer may require that ditches shall be enclosed in specific cases where the grade, the nature of the soil, or the depth of the ditch is unsuitable. Standard reinforced concrete pipe (A.S.T.M. Spec. C76-41) or other equivalent material approved by the Engineer shall be used and the size of pipe, line, and grade shall be determined by the Engineer. All necessary catchbasins, manholes and entrance structures shall be constructed of permanent materials.

Street drainage shall be conducted to the nearest natural water course and any junction chambers, settlement basins or other necessary appurtenances shall be installed by the Contractor at the direction of the Engineer.

Should it be necessary to conduct street drainage through privately owned land, the Contractor shall obtain or grant an easement in favour of the Corporation to guarantee the right of access to the drain in perpetuity. In such cases, all drains shall be enclosed in the manner previously described.

7. CULVERTS

Culverts of adequate size shall be installed where designated by the Engineer. Reinforced concrete pipe (A.S.T.M. Spec. C.76-41) shall be used unless otherwise specified.

8. SUBGRADE DRAINAGE

Wherever the presence of subsurface water creates an unstable condition in the subgrade, this water shall be removed by means of rock drains, weeping drains or other permanent means as directed by the Engineer.

9. ACCEPTANCE

Streets or roads constructed in this agreement shall be turned over to the Corporation in good condition with any damage due to subsequent construction rectified. Ditches, boulevards, drains, and catchbasins shall be clean, road surfaces shall be even and free of pot holes or other imperfections. The Corporation reserves the right to refuse acceptance if major construction work is pending or in progress on adjacent roads or properties, subject to the Contractor having the right to post a bond protecting the Corporation against such damage where the approval of subdivision plans may be desired.

LANE SPECIFICATIONS

1. GENERAL

This specification applied to the construction of Lanes within the area designated in schedules and of the agreement and is intended to cover normal 20 foot lane allowances.

2. LINES AND GRADES

All lanes shall be constructed to the line and grade established by the Engineer for the Corporation. These shall provide the basic dimensions shown on plan #2 of this specification, said lines and grades to be established on the ground before work is commenced on the subgrade.

3. SUBGRADE

The conditions of Section 3 under Street Specifications shall apply.

4. BASE OURSE

The base course shall consist of gravel having a maximum size of 3". It shall be spread evenly to a depth of not less than 6" and to a width of 16 feet, provided however, that should special conditions warrant, the Engineer may require that the thickness or width of the base course be increased.

No surface course shall be required in the case of lane construction.

5. DRAINAGE

The Conditions of Section 6 under Street Specifications shall apply.

6. <u>CULVERTS</u>

The conditions of Section 7 under Street Specifications shall apply.

7. SUBGRADE DRAINAGE

The conditions of Section 8 under Street Specifications shall apply.

8. ACCEPTANCE

The conditions of Section 9 under Street Specifications shall apply.

DRAINAGE SPECIFICATIONS

1. General

Because of the indefinite nature of the development it is not possible to oultine specific drainage work and the following should be considered as general conditions only. This is <u>not</u> a complete specification for the construction of storm sewers.

2. NATURAL WATER COURSES

Where the Contractor, in the process of grading the property, causes natural water courses to be filled restricted or altered in any way, the Contractor shall enclose the water course and establish a permanent storm sewer.

3. EASEMENTS

Where such storm sewers are located on privately owned land, the Contractor shall grant to the Corporation a perpetual easement guaranteeing the Corporation access for maintenance.

4. MATERIALS

Reinforced concrete pipe (A.S.T.M. Spec. C.76-41 or C.75-41) shall be used in all cases except as may be designated by the Engineer.

5. APPURTENANCES

Manholes, catchbasins, and other standard storm sewer appurtenances shall be constructed of permanent materials in accordance with modern practice. Covers and frames for manholes and catchbasins shall be made of cast iron, in conformity with the pattern now in use throughout the Municipality.

6. DESIGN

The storm sewers established in this manner will serve as trunk sewers as far as is practicable for an eventual storm sewer system, and shall be designed to accommodate all storm water which may result from the ultimate development of the area included in this agreement as well as adjacent areas contributing to the drainage basins.

The size of pipe and the invert grade will be determined on this basis.

7. JOINTS

All drains of this nature shall have water tight cemented joints of an approved type.

8. WORKMANSHIP

Pipes shall be laid accurately to the line and grade established by the Engineer. Concrete or gravel cradling shall be used as conditions warrant, and only acceptable standards of workmanship and construction shall be employed.

9. ACCEPTANCE

The Engineer or his authorized representatives shall have free access to all parts of the project and his decision on any of the foregoing clauses shall be final, subject only to the provisions of the arbitration clause contained herein. The work shall be turned over to the Corporation in complete working order and acceptance shall be granted only after settlement of the fill is completed.

SCHEDULE "C"

Specifications for installation of waterworks system.

1. GENERAL

These specifications deal with the installation of water mains within the area designated in Schedule "A" and of the body of this agreement, to provide for the supply of water to all parts of the area in sufficient quantity and at suitable pressures to meet the requirements of sanitation, industrial processing and fire protection.

2. MATERIALS

All pipe, fittings, valves, hydrants or other necessary appurtenances shall meet the requirements of the American Water Works Association specifications for Class 250 pipe, or the British Standard specifications for Class D pipe.

Cast iron pipe shall be of the "spun" and not the "pit cast" type, produced by a reputable manufacturer. Joints shall be of the Bell and spigot type except as may be specified by the Engineer of the Corporation.

Valves, hydrants, and fittings shall be of the type manufactured by Terminal City Iron Works Limited, similar to those in use throughout the Municipal water system.

Any alternative type of pipe or appurtenance, other than that specified above, shall be used only subject to the approval and acceptance of the Municipal Engineer, prior to its installation.

3. LINE AND GRADE

Lines and grades shall be established by the Municipal Engineer upon notification by the Contractor of its intention to construct any water main and no work shall be undertaken prior to the setting of stakes designating such lines and grades. A cover of not less than 3 feet shall be provided in all cases.

4. HYDRANTS

The location of hydrants shall be designated on the ground by the Municipal Engineer as the project develops and shall be spaced in such a manner that no property is more than 400 feet from the nearest hydrant. Each hydrant shall be controlled by a separate valve and shall be secured to the water main by means of the tie rods anchored to lugs cast on the hydrant tee. Six inch hydrants shall be used in all cases.

5. VALVES

The location of valves, tees, crosses and other fittings shall be designated on the ground by the Municipal Engineer.

6. DEAD MEN

Concrete deadmen, or anchors, satisfactory to the Municipal Engineer shall be constructed at the base of all hydrants at all dead-ends and at any other point where an unbalanced pressure is exerted; the location of such deadmen to be established by the Municipal Engineer.

7. SIZE OF MAINS

The size of water mains to be installed under this agreement shall be as specified by the Engineer for the Corporation, and his decision shall be final upon the Contractor herein.

8. TRENCHING

The trench shall be excavated in such a way that the pipes when laid shall not bear on any rock, plank, block or other solid object. Bell holes shall be excavated for each joint and the joints shall not be facilitated by the use of blocking.

9. BACKFILLING

The trench shall be backfilled by hand to a point 18 inches above the pipe and no rocks shall be permitted in the backfill material. This material shall be of a fine granular nature, approved by the Engineer, and shall be tamped firmly around the pipe.

The balance of the backfill may be completed using machinery exercising due care to avoid bearing on the pipe. The material shall not contain roots, stumps, planks or other unsuitable matter.

10. LAYING

joints shall be properly yarned and fully caulked with lead in accordance with good water works practice. Pipe shall be handled with due care and accurately laid to the established line and grade. In no case shall pipe be laid in such a way as to cause the spigot of one pipe to touch the bell of the adjacent pipe. The work shall be supervised by the Contractor's Superintendent in every respect and shall be carried out in a thorough and workmanlike manner.

11. Notwithstanding the above, should abnormal conditions be encountered, the Engineer may require the Contractor to construct any such cribbing, piling bridging, etc. as he may deem necessary; and the Contractor may be required to import selected bedding or backfilling material should the conditions warrant.

12. INSPECTION

All pipe and other materials shall be inspected by the Municipal Engineer prior to laying and his decision shall be final as to the acceptability of all or any part thereof.

13. TESTING

Before backfilling is commenced on any portion of the work, that portion shall be tested by maintaining a pressure of 250 p.s.i. for a period of 24 hours, in the presence of the Engineer for the Corporation, or his duly appointed inspector. Any cracked or leaking pipe shall be removed and replaced by the Contractor, and any joints which are not water tight shall be recaulked.

14. OTHER APPURTENANCES

Should it prove necessary to install pressure regulating devices in the system in any part of the area, the installation of such devices shall be at the expense of the Contractor, and shall be of a type satisfactory to the Engineer for the Corporation. Similarly if any pumping facilities should be required these must also be installed at the expense of the Contractor.

15. SERVICES

All services, temporary or otherwise, within the area shall be metered in accordance with the Burnaby Waterworks Regulation By-law. These shall be installed by the Corporation upon the usual application of each property owner, and shall be paid for under the conditions of the said By-law.

16. ACCEPTANCE

The Engineer for the Corporation, or his authorized representatives, 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.

The water mains installed under the terms of this agreement shall be turned over to the Corporation in complete working condition and the Corporation may refuse immediate acceptance until all appreciable subsidence of the backfill has taken place.