

THE CORPORATION OF THE DISTRICT OF BURNABY

BY-LAW NO. 3399

A BY-LAW to provide for a special account
and to amend "BURNABY DISTRICT
IMPROVEMENT BY-LAW NO. 4, 1951".

WHEREAS pursuant to the provisions of Section 65 of the Municipal Act, R.S.B.C. 1948, By-law No. 3146, being a By-law to define the District Improvement Area in portions of District Lot One Hundred and Twenty-one (121) in the Municipality of Burnaby, and to provide for the execution of certain works thereon, was duly passed by the Municipal Council of The Corporation of the District of Burnaby, on the Twenty-fourth (24th) day of September, 1951, and was duly amended by By-law No. 3183, being a By-law to amend the said "BURNABY DISTRICT IMPROVEMENT BY-LAW NO. 4, 1951", By-law No. 3146, passed by the Municipal Council of The Corporation of the District of Burnaby on the Eighteenth(18th) day of February, 1952.

AND WHEREAS pursuant to the terms of the aforesaid By-law No. 3146, as amended, the sum of Fifty-three Thousand (\$53,000.00) dollars was raised by way of loan, and debentures were issued therefor.

AND WHEREAS the work for which the monies in the sum of Fifty-three Thousand (\$53,000.00) dollars was borrowed, that is to say, the works recited in the said By-law No. 3146, have been completed in the manner set out in Schedule "A" attached to and incorporated with the said By-law No. 3146, as amended, have been fully paid.

AND WHEREAS the sum of Nine Thousand Eight Hundred Twenty-two dollars and Twenty-nine cents (\$9,822.29) remains standing on the books of The Corporation of the District of Burnaby as the unexpended balance of the said Fifty-three Thousand (\$53,000.00) dollars so borrowed.

The Municipal Council of The Corporation of the District of Burnaby in open meeting assembled ENACTS AS FOLLOWS:

1. That the aforesaid sum of Nine Thousand Eight Hundred Twenty-two dollars and Twenty-nine cents (\$9,822.29) be placed in a special account.

2. That the said monies shall be used to redeem and retire the debentures issued pursuant to By-law No. 3146, as the said debentures mature as follows:

The sum of \$545.00 in the year 1954.
The sum of \$545.00 in the year 1955.
The sum of \$545.00 in the year 1956.
The sum of \$545.00 in the year 1957.
The sum of \$545.00 in the year 1958.
The sum of \$545.00 in the year 1959.
The sum of \$545.00 in the year 1960.
The sum of \$545.00 in the year 1961.
The sum of \$545.00 in the year 1962.
The sum of \$545.00 in the year 1963.
The sum of \$545.00 in the year 1964.
The sum of \$545.00 in the year 1965.
The sum of \$545.00 in the year 1966.
The sum of \$545.00 in the year 1967.
The sum of \$545.00 in the year 1968.
The sum of \$545.00 in the year 1969.
The sum of \$545.00 in the year 1970.
The sum of \$545.00 in the year 1971.

and the entire remaining balance of the special account including principal and accrued interest in the year 1972.

3. That the annual amounts to be raised and levied in each year during the currency of the said debentures as referred to in Section 6 of By-law No. 3146, be reduced by the amounts referred to in Section 2 herein in each year respectively.

4. This By-law shall come into force and effect upon receipt of approval of the Inspector of Municipalities and after registration in a manner required by law.

5. This By-law may be cited as the "BURNABY SPECIAL ACCOUNT FOR THE RETIREMENT OF DEBENTURES BY-LAW NO. 3, 1953".

DONE AND PASSED in Open Council this Twenty-first
(21st) day of September, A.D., 1953.

RECONSIDERED AND FINALLY PASSED this Twenty-eighth
(28th) day of September, A.D., 1953.



W. J. Deane
REEVE

Charles B. Brown
CLERK

S C H E D U L E

THIS INDENTURE is made the _____
day of _____, 1953, in pursuance of the "Short Form
of Deeds Act."

BETWEEN:

CORPORATION OF THE DISTRICT
OF BURNABY,
(hereinafter called "the said
Grantor")

OF THE FIRST PART

AND:

NORBURN CONTRACTING LTD.
of 425 Carrall Street,
in the City of Vancouver,
in the Province of British
Columbia,
(hereinafter called "the said Grantee")

OF THE SECOND PART

WHEREAS

A. THE said Grantor is the owner of certain lands hereinafter more particularly described.

B. The said Grantee is desirous of acquiring the said lands for the purpose of incorporating them into one consolidated parcel suitable for light industrial use.

C. For the said purpose the said Grantee has offered to purchase the said lands from the said Grantor, for the considerations and subject to the terms hereinafter contained, to which the said Grantor has agreed.

NOW THIS AGREEMENT WITNESSETH:

1. That in consideration of the sum of Forty-nine Thousand Dollars (\$49,000.00) of the lawful money of Canada now paid by the said Grantee to the said Grantor (the receipt whereof is hereby acknowledged) it, the said Grantor, DOTH GRANT unto the said Grantee, its successors and assigns forever; ALL AND SINGULAR those certain parcels or tracts of land and premises situate, lying and being in the Municipality of Burnaby, in the Province of British Columbia and more particularly known and described as follows:

Lots One (1) to Five (5) both inclusive and Lot "A", Block Six (6) of District Lot Fifty-three (53), Group One (1), Map 3037, New Westminster District.

Lots One (1) to Fourteen (14) both inclusive, Block Seven (7) of District Lot Fifty-three (53), Group One (1), Map 3037 New Westminster District.

Lots One (1) to Four (4) both inclusive and Six (6) to Fourteen (14) both inclusive and Lot "A", Block Eight (8) of District Lot Fifty-three (53), Group One (1), Map 3037, New Westminster District.

Lots One (1) to Fourteen (14) both inclusive and Lot "A", Block Thirteen (13) of District Lot Fifty-three (53), Group One (1), Map 3037, New Westminster District.

Lots One (1) to Six (6) both inclusive, Eight (8), Ten (10), Eleven (11), Thirteen (13) and Fourteen (14), and Lot "A", Block Fourteen (14) of District Lot Fifty-three (53), Group One (1), Map 3037, New Westminster District.

The Easterly Half ($\frac{1}{2}$) of Lot Nine (9), having a frontage of Thirty-three (33) feet on 13th Avenue by full depth of Lot, and adjoining Lot Eight (8), Block Fourteen (14) of District Lot Fifty-three (53), Group One (1), Map 3037, New Westminster District.

The Westerly Half ($\frac{1}{2}$) of Lot Twelve (12), having a frontage of Thirty-three (33) feet on 13th Avenue by full depth of Lot and adjoining Lot Thirteen (13), Block Fourteen (14) of District Lot Fifty-three (53), Group One (1), Map 3037, New Westminster District.

Lots One (1) to Seven (7) both inclusive and Nine (9) to Sixteen (16) both inclusive and Lot "A", Block Fifteen (15) of District Lot Fifty-three (53), Group One (1), Map 3037, New Westminster District.

Lots Five (5) to Ten (10) both inclusive and all that portion of Lot "A" lying between Lots Five (5), Six (6), Seven (7) and Eight (8) and Lots Nine (9), Ten (10), Eleven (11) and Twelve (12) all being in Block Sixteen (16) of District Lot Fifty-three (53), Group One (1), Map 3037, New Westminster District.

Lot "B" of Block Sixteen (16) of District Lot Fifty-three (53), Group One (1), Map 3371, New Westminster District.

Lots One (1), Two (2) and Four (4) to Fourteen (14) both inclusive and Lot "A", Block Seventeen (17) of District Lot Fifty-three (53), Group One (1), Map 3037, New Westminster District. The Westerly Half ($\frac{1}{2}$) of Lot Three (3), having a frontage of Thirty-three (33) feet on 13th Avenue by full depth of Lot and Adjoining Lot Two (2), Block Seventeen (17) of District Lot Fifty-three (53), Group One (1), Map 3037, New Westminster District. Lots One (1) to Fourteen (14) both inclusive and Lot "A", Block Eighteen (18) of District Lot Fifty-three (53), Group One (1), Map 3037, New Westminster District.

TOGETHER with all buildings, fixtures, commons, ways, profits, privileges, rights, easements and appurtenances to the said hereditaments belonging, or with the same or any part thereof, held or enjoyed, or appurtenant thereto; and the estate, right, title, interest, property, claim and demand of it, the said Grantor, in, to, or upon the said premises.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns, to and for its and their sole and only use forever; SUBJECT NEVERTHELESS to the reservations, limitations, provisos and conditions expressed in the original grant thereof from the Crown.

THE said Grantor covenants with the said Grantee that it has the right to convey the said lands to the said Grantee, notwithstanding any act of the said Grantor and that the said Grantee shall have quiet possession of the said lands, free from all encumbrances, save as aforesaid.

AND the said Grantor covenants with the said Grantee that it will execute such further assurances of the said lands as may be requisite.

AND the said Grantor covenants with the said Grantee that it has done no acts to encumber the said lands save as aforesaid.

AND the said Grantor RELEASES to the said Grantee **ALL ITS CLAIMS** upon the said lands.

2. That in consideration of the said sum of Forty nine Thousand Dollars (\$49,000.00) and of the further sum of Twenty-one Thousand Dollars (\$21,000.00) now paid by the said Grantee to the said Grantor (the receipt whereof is hereby acknowledged) the said Grantor covenants with the said Grantee that it, the said Grantor, will

(a) Forthwith use its best endeavours to cause to be re-zoned to light industrial classification, as soon as possible, all the area (hereinafter referred to as "the said area") situate in District Lot Fifty-three (53) aforesaid and bounded on the north-east by the south-westerly boundary of 15th Street, on the south-east by the north-westerly boundary of 11th Avenue, on the south-west by the south-westerly boundary of 18th Street and on the north-west by the south-easterly boundary of 14th Avenue.

(b) Within three (3) months after the date hereof construct, in accordance with the said Grantor's engineering standards, gravelled perimeter roads, without any sidewalks, surrounding the said area and adjoining and parallel to each of the four (4) sides thereof.

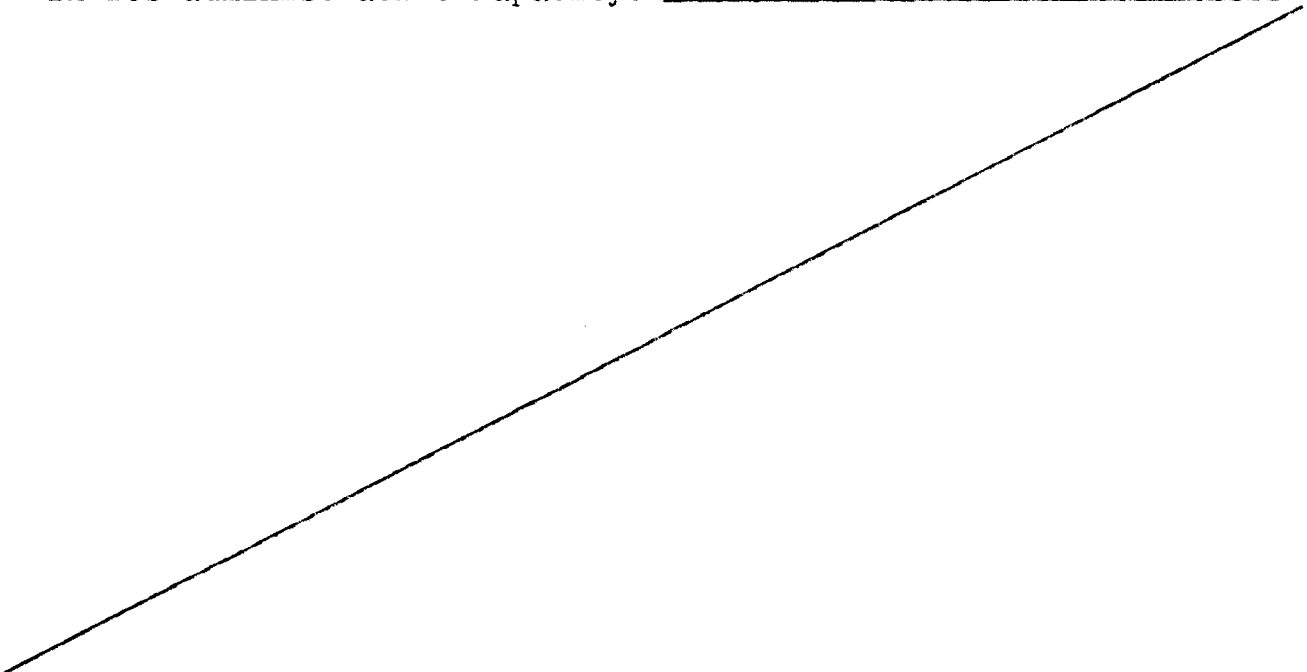
(c) Within three (3) months after the date hereof supply the said area, at some point on its perimeter, with such minimum water services as may be approved by the Minister of Health and Welfare under the British Columbia Health Act.

(d) Forthwith upon the request of the said Grantee, consent to an Order being made under the Plans Cancellation Act consolidating all or part of the lands, including the streets and lanes, within the said area into a single parcel of land to be vested in the said Grantee, free of all encumbrances except the easement mentioned in paragraph 3 hereof, and do any other things that may be necessary to cause to be so vested all of the streets, lanes and lane-allowances within the said area, including, without in any way restricting the generality of the foregoing, 18th Street, and such interest, if any, as the

Grantor may have in Lot "A" of Block Seven (7), District Lot Fifty-three (53), Group One (1), Map 3037, New Westminster District: provided that no liability shall attach to the Grantor hereunder should the Registrar of Titles at New Westminster or any other person with requisite authority refuse to make such order under the Plans Cancellation Act as hereinbefore set out, or reserve or set aside any portion of the lands herein granted for use as a street, lane, or road allowance within the said area.

3. That the said Grantee covenants with the said Grantor that, forthwith upon the vesting in the said Grantee of a consolidated parcel of land as mentioned in paragraph 2 (d) hereof, the said Grantee will grant to the said Grantor a registrable easement in respect of the existing water main now situate on 16th Street, covering such portion, if any, of the said parcel as shall lie within Ten (10) feet on either side of the centre line of the said water main, the said easement to be in a form mutually agreed upon by the parties hereto, or in the event of disagreement, to be settled by arbitration pursuant to the Arbitration Act of British Columbia.

4. That it is mutually agreed by and between the parties hereto that, subject to paragraph 2 (a) hereof, this indenture and all the covenants, conditions and provisos herein contained shall in no way be construed so as to interfere with the rights of the Grantor over the said lands herein described in its administrative capacity. _____



5. That it is mutually agreed by and between the parties hereto that this Indenture shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed.

THE CORPORATE SEAL of)
the Corporation of the)
District of Burnaby)
was hereunto affixed in)
the presence of:)

THE COMMON SEAL of)
Norburn Contracting)
Ltd. was hereunto)
affixed in the presence)
of:)

.....
President

.....
Vice-President.