

THE CORPORATION OF THE DISTRICT OF BURNABY

BY-LAW NO. 3530

A BY-LAW to authorize the sale of certain tax-sale lands of The Corporation of the District of Burnaby to C. B. Riley Industrial Corporation Limited.

WHEREAS The Corporation of the District of Burnaby is the owner in fee simple of those tax-sale lands more particularly described in Schedule "A" of the Agreement for Sale hereto annexed and dated the Twenty-eighth (28th) day of December 1954 (hereinafter called "the said Agreement").

AND WHEREAS C. B. Riley Industrial Corporation Limited, a body corporate having its registered office at 3733 Kingsway in the Municipality of Burnaby in the Province of British Columbia, has offered to purchase the said tax-sale lands.

AND WHEREAS it is deemed advisable to sell the said tax-sale lands save and except such portions as are reserved from sale in the said Agreement to the said Corporation upon the terms, covenants and conditions in the said Agreement contained.

AND WHEREAS no buildings of any kind are situate upon the said tax-sale lands.

THE MUNICIPAL COUNCIL of The Corporation of the District of Burnaby ENACTS as follows:

1. That the said tax-sale lands save and except such portions as are reserved from sale in the said Agreement be sold and disposed of to the said C. B. Riley Industrial Corporation Limited (hereinafter called "the said purchaser") for the sum of Thirty-four Thousand (\$34,000.00) Dollars and otherwise upon the terms, covenants and conditions in the said Agreement contained.

2. That upon payment of the said consideration and upon the due performance and observance by the said purchaser of all the terms, covenants and conditions in the said Agreement contained on the part of the said purchaser to be performed and

observed, conveyance to the said purchaser of the said tax-sale lands save and except those portions reserved from sale in the said Agreement be executed under the Seal of The Corporation of the District of Burnaby by the Reeve and Clerk and delivered to the said purchaser.

3. This By-law may be cited as the "BURNABY LAND SALE BY-LAW NO. 16, 1954".

DONE AND PASSED in Open Council this Twentieth (20th) day of December, 1954.

RECONSIDERED AND FINALLY PASSED by a three-fourths majority of all the members of the Council this Tenth (10th) day of January, 1955.



Chas. MacDorly
REEVE.

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 the Council for The Corporation of the District of Burnaby on the Tenth (10th) day of January, A. D. 1955.

Charles B. Brown
CLERK.

THIS AGREEMENT made and entered into this Twenty-eighth (28th) day of December, 1954.

BETWEEN:

THE CORPORATION OF THE DISTRICT OF BURNABY

(Hereinafter called the "Vendor")

OF THE FIRST PART,

A N D:

C. B. RILEY INDUSTRIAL CORPORATION LTD.,
a body corporate having its registered
office and carrying on business at 3733
Kingsway, in the Municipality of Burnaby,
in the Province of British Columbia,

(Hereinafter called the "Purchaser")

OF THE SECOND PART.

WHEREAS the Vendor is the owner in fee simple of those lands and premises situate, lying and being in the Municipality of Burnaby, in the Province of British Columbia, and more particularly described in Schedule "A" hereunto annexed and forming an integral part of these presents,

AND WHEREAS the Purchaser has applied to purchase the said lands and premises,

AND WHEREAS the Vendor has agreed to sell the said lands and premises save and except the reserved lands hereinafter described subject to the terms, covenants and conditions hereinafter contained.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and of the mutual terms, covenants and conditions hereinafter contained and in consideration of the sum of one (\$1.00) dollar now paid by the parties hereto each to the other (the receipt whereof is hereby acknowledged by both parties) the parties hereto covenant and agree each with the other as follows:

1. The Vendor covenants and agrees to sell, grant and convey to the Purchaser the said lands and premises more particularly described in Schedule "A" hereto SAVE AND EXCEPT the Northerly Sixteen and one-half (N.16½) feet of Lot "E" of Lots

Sixty-nine (69) and Seventy (70), Group One (1), New Westminster District, Plan 14996, the Southerly Sixteen and one-half (S.16½) feet of Lots Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14) and Fifteen East-half (15E.½) of BLOCK Five (5), Lot Seventy (70) Group One (1), New Westminster District, Plan 1432 and the Southerly Sixteen and one-half (S.16½) feet of Lot Five (5) and Six East-half (6E.½), BLOCK Twenty-one (21) of Lot Sixty-nine (69), Group One (1), New Westminster District, Plan 1321; and that portion of BLOCK One (1), of Lot Seventy (70), Group One (1), New Westminster District, Plan 1432 being thirty-three (33') feet in width extending from Cypress Street to Summer Avenue and lying immediately south of and parallel to the Still Creek Drainage easement. The lands and premises herein reserved from sale are hereinafter called "the said reserved lands" and the lands and premises herein to be conveyed are hereinafter called "the said lands".

2. The Purchaser covenants and agrees to purchase from the Vendor the said lands and to pay therefor without any deductions, defalcations or abatements on any account whatsoever, the sum of Thirty-four Thousand (\$34,000.00) Dollars (hereinafter called "the said purchase money") as follows: the sum of Eight Thousand Five Hundred (\$8,500.00) Dollars on or before the execution of these presents and the annual sum of Eight Thousand Five Hundred (\$8,500.00) Dollars on the Twentieth (20th) day of December in each of the years, 1955, 1956 and 1957 together with interest on the balance owing from time to time to be paid annually with each said instalment of principal at the rate of Six percent (6%) per annum on the days and times aforesaid. The Purchaser covenants and agrees to pay the said purchase money together with interest thereon at the rate aforesaid as well after as before maturity on the days and times and in the manner above mentioned; all sums in arrear of interest from time to time shall bear interest at the rate aforesaid from due date until payment; and also shall and will pay and discharge all taxes, rates and

assessments by whatsoever authority levied wherewith the said lands may be rated or charged from and after this date, including local improvement assessments, sewer and water rates, whether already or hereafter assessed. Provided that if the Purchaser shall pay each said instalment of principal and interest on the due dates as herein specified and shall not be otherwise in default the Vendor shall in that event only accept such interest at the rate of Five percent (5%) per annum instead of at the rate aforesaid. Notwithstanding that the Purchaser may not appear in the Vendor's 1955 assessment roll as owner or purchaser under Agreement for Sale of the said lands, the Purchaser covenants and agrees to pay all such taxes, rates and assessments which would in 1955 have been levied in respect of the said lands if the Purchaser so appeared on the said assessment roll as the owner or Purchaser thereof under Agreement for Sale. Provided that on default of payment of any instalment of principal and interest the whole of the said purchase money shall immediately become due and payable. After payment of the first instalment above mentioned the Purchaser shall be let into possession of the said lands and may occupy and enjoy the same until default be made in any of the terms, covenants and conditions in this agreement contained on the part of the Purchaser to be performed and observed but the Purchaser shall not commit or permit any waste upon the said lands and on default as aforesaid does attorn to and become the tenant at will of the Vendor.

3. The Purchaser shall forthwith in accordance with the plans, specifications, conditions and requirements of the Vendor's Engineer, do, construct and install the following services (hereinafter called "the said services") to the satisfaction of the said Engineer, that is to say (a) open, extend, clear, grade, drain and gravel surface Clydesdale Street from Carleton (formerly Crown) Avenue to Summer Avenue and Summer Avenue from Clydesdale Street to Grandview Highway and (b) install and connect to existing services an eight (8") inch water-main and

appurtenances on Clydesdale Street from Gilmour Avenue to Summer Avenue. The Purchaser shall at its own expense do, construct and install each and every of the said services and all things which, in the opinion of the Vendor's Engineer, are necessary and incidental thereto, including but without restricting the generality of the foregoing, the supply of all materials and labour, and shall pay to the Vendor such costs as may be incurred by the Vendor in supervising by its Engineer the doing, construction and installation of the said services but payment of such costs and such supervision shall not operate to relieve the Purchaser from any and all liability for damages as set out in Paragraph 6. The Purchaser shall commence the doing, construction and installation of the said services on or before the First (1st) day of August, 1955 and shall fully complete the said services within twelve (12) weeks of such date of commencement or such longer period as the Vendor's Engineer, on good cause being shown by the Purchaser, may in his discretion permit. In each and every matter concerning the doing, construction and installation of the said services the decision of the Vendor's Engineer shall be final and conclusive and binding upon the Purchaser. The Purchaser shall keep the said lands and road allowances vested in the Vendor appurtenant thereto free and clear of all encumbrances, charges and liens, of any kind whatsoever and shall indemnify and save harmless the Vendor in respect of any such encumbrance, charge or lien. In respect of its covenants and agreements in this paragraph contained the Purchaser shall forthwith deposit with the Vendor a Surety Bond in the sum of Twenty Thousand (\$20,000.00) Dollars in form satisfactory to the Vendor's Solicitor and issued by a guaranty company approved by the District Registrar of the Supreme Court at New Westminster.

4. The Purchaser shall be responsible and shall indemnify and save harmless the Vendor, its servants and agents, from and against all claims and demands, loss, costs, damages, actions, suits, liens of any kind whatsoever, by whomsoever suffered,

made, brought or prosecuted and howsoever caused in any manner based upon, occasioned by, or attributable to the execution or the performance of these presents, or any action taken or thing done or maintained by virtue or in consequence hereof, or omitted to be so taken, done or maintained, or the exercise or purported exercise in any manner of rights arising hereunder. Without limiting in any manner its obligation herein the Purchaser shall, in respect thereof, deposit with the Vendor a policy or policies of public liability and property damage insurance in the sums of \$100,000.00/\$200,000.00 and \$25,000.00 in form satisfactory to the Vendor's Solicitor, joining the Vendor as an additional insured and containing an endorsement that the said policy or policies shall not be cancelled or voided without thirty (30) days prior notice in writing to the Vendor.

5. Upon payment by the Purchaser of the said purchase money with interest thereon as aforesaid and upon the due performance and observance by the Purchaser of each and every of the terms, covenants and conditions in these presents contained on the part of the Purchaser to be performed and observed, the Vendor covenants and agrees to grant and convey unto the Purchaser by a good and sufficient deed in fee simple the said lands as the same shall be consolidated in whole or in part pursuant to paragraph 6(b) herein freed and discharged from all encumbrances save and except such as are at the date of these presents registered against the said lands and save and except taxes, rates and assessments, sewer and water rates from and after the date hereof and subject to the conditions and reservations contained in the original grant from the Crown, and the said conveyance shall be prepared by the Vendor's Solicitor at the expense of the Purchaser and shall contain the usual statutory covenants but the Vendor shall not be required to furnish any abstract of title or proof or evidence of title or any deed, papers or documents or copies of any deed, papers

or documents relating to the said lands other than those which are now in possession of the Vendor save and except the Certificate of Title which shall be deposited in the Land Registry Office at the City of New Westminster aforesaid by the Vendor.

6. The Purchaser covenants and agrees as a condition precedent to the delivery by the Vendor to the Purchaser of such deed in fee simple (a) to use its best endeavours to acquire title to Lot Six East-half (6E. $\frac{1}{2}$), BLOCK Eight (8), District Lot Sixty-nine (69), Group One (1), New Westminster District, Plan 1321; Lot Seven East-half (7E. $\frac{1}{2}$), Eleven East-half (11E. $\frac{1}{2}$) and Fourteen (14), BLOCK Four (4), in the West 29.27 acre part of Lot Seventy (70), Group One (1), New Westminster District, Plan 1432 and Lots Fifteen West-half (15W. $\frac{1}{2}$) and Sixteen (16), BLOCK Five (5), in the West 29.27 acre part of Lot Seventy (70), Group One (1), New Westminster District, Plan 1432 and shall convey to the Vendor forthwith thereafter free and clear of all encumbrances the Southerly Sixteen and one-half (S.16 $\frac{1}{2}$) feet of the said Lots Fifteen West-half (15W. $\frac{1}{2}$) and Sixteen (16), and (b) to do all things necessary under the Plans Cancellation Act on behalf of and in the name of the Vendor at its own expense in all things including payment of compensation pursuant to Section 8 of ^{said} the/Act if required so to do, to cancel the existing plans of the said lands save and except Lot "E" of Lots Sixty-nine (69) and Seventy (70), Group One (1), New Westminster District, Plan 14996 in whole or in part as the Registrar or a Supreme Court Judge in Chambers shall order.

7. It is hereby agreed, covenanted and understood that this agreement is personal to the Purchaser and shall not be assigned or in any manner dealt with without the consent of the Vendor expressed by resolution under seal of its Council and upon such terms and conditions as may be therein specified.

8. The Purchaser shall not mortgage, hypothecate or charge its interest in the said lands or any part thereof or grant any license, privilege, easement or other right whatsoever in any manner affecting the said lands or any part thereof, save and except to the Vendor, without the consent of the Vendor expressed by resolution under seal of its Council and upon the such terms and conditions as may be therein specified.

9. Provided, that upon default in payment of the said purchase money and interest, or any part thereof, on the days and times above mentioned, or in performance or observance of any of the terms, covenants and conditions herein contained on the part of the Purchaser to be performed and observed the Vendor in addition to any other remedies by law or statute provided may send by registered post addressed to the Purchaser at its address hereinbefore mentioned or delivered to the Purchaser a notice signed by or on behalf of the Vendor to the effect that if at the end of thirty (30) days at the time of mailing or delivery thereof the amount so due be not paid, or the terms, covenants and conditions so in default be not performed and observed, this agreement shall be determined and at an end, and the Vendor may retain any sum or sums paid hereunder as and by way of liquidated damages.

10. If, at the end of the said thirty (30) days, the amount so due be not paid, or the terms, covenants and conditions so in default be not performed and observed, this agreement shall, ipso facto, be determined and at an end, and the Vendor shall be entitled to retain any sum or sums paid hereunder, as and by way of liquidated damages, and all rights and interests herein created or then existing in favour of the Purchaser, or derived under this agreement, shall thereupon cease and determine, and the said lands shall revert to and re-vest in the Vendor free from all claims in respect of this agreement without any further declaration or notice of determination or forfeiture, or notice or act of re-entry, and

without any other act by the Vendor to be performed, and without any suits or legal proceedings to be brought or taken, and without any right on the part of the Purchaser to any compensation for or return of moneys paid under this agreement; and the Purchaser shall deliver up quiet and peaceful possession of the said lands to the Vendor or its agent immediately at the expiration of the said thirty (30) days. Notwithstanding the provisions of the Laws Declaratory Act or any rule or law or equity to the contrary, the Purchaser shall not have the right or be at liberty to commence or bring any suit or actions against the Vendor for relief against the forfeiture or other/^{wise}in respect of the cancellation of this agreement or the retainer of moneys paid to the Vendor under this agreement; and the Registrar of Titles for the District in which the said lands are situate upon the Vendor filing with him a Statutory Declaration by its Municipal Clerk of the continuation of the default until after the expiration of the said thirty (30) days, and of the mailing or delivery of the notice herein required, shall, up to the expiration of the said thirty (30) days referred to in the said notice cancel all charges or encumbrances of whatever nature appearing in the records of the Land Registry Office against the said lands.

11. Part payment only of the amount so due or part performance only of the said terms, covenants and conditions so in default, after the mailing or delivery of the said notice, shall not operate to prevent this agreement from being determined and at an end, or to prevent the operation of the next preceding paragraph, at the end of the said thirty (30) days, unless the Vendor shall expressly so agree by resolution under seal of its Council; and no waiver by the Vendor of any term, covenant and condition, or of any breach thereof, shall operate to waive any other breach thereof, or any other matter or thing therein.

12. This agreement and each and every of the terms, covenants and conditions shall enure to the benefit of and be binding upon the successors and permitted assigns of the

Purchaser and the successors and assigns of the Vendor.

13. Time shall be in every respect of the essence of this agreement.

14. The Purchaser covenants and agrees in all things done under, by virtue or in pursuance of these presents to observe and abide by all by-laws of the Vendor, and it is hereby agreed, covenanted and understood that nothing in these presents contained shall operate as a waiver by the Vendor of any of its by-laws or provisions thereof.

15. It is hereby agreed, covenanted and understood that in the event of the failure of the Vendor and Purchaser to agree upon any matter in these presents to be mutually agreed upon, such matter shall be settled by arbitration under the provisions of the Arbitration Act.

IN WITNESS WHEREOF the Purchaser has caused its corporate seal to be affixed hereto under the hands of its proper officers duly authorized in that regard and the Vendor has caused these presents to be sealed with its corporate seal and signed by the Reeve and Clerk on the day and year first above written.

Sealed with the Corporate Seal
of The Corporation of the Dis-
trict of Burnaby and signed by:

REEVE.

CLERK.

The Corporate Seal of the C. B.
Riley Industrial Corporation Ltd.
was hereunto affixed in the pres-
ence of:

SCHEDULE "A"

Lot "E" of Lots Sixty-nine (69) and Seventy (70), Group One (1), New Westminster District, Plan 14996.

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11) and Twelve (12), BLOCK Six (6), District Lot Sixty-nine (69), Group One (1), New Westminster District, Plan 2348.

BLOCK Seven (7), District Lot Sixty-nine (69), Group One (1), New Westminster District, Plan 290.

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six West-half ($6W.\frac{1}{2}$), Seven (7), and Eight (8), BLOCK Eight (8) $\frac{1}{2}$ District Lot Sixty-nine (69), Group One (1), New Westminster District, Plan 1321.

Lots Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven East-half ($11E.\frac{1}{2}$), and Eleven West-half ($11W.\frac{1}{2}$), BLOCK Nine (9), District Lot Sixty-nine (69), Group One (1), New Westminster District, Plan 1321.

Lots one (1), Two (2), Three (3), Four (4), Five (5) and Six East-half ($6E.\frac{1}{2}$), BLOCK Twenty-one (21), District Lot Sixty-nine (69), Group One (1), New Westminster District, Plan 1321.

Lots Two (2), Three (3), Four (4), Five (5) and Six (6), BLOCK Twenty (20), District Lot Sixty-nine (69), Group One (1), New Westminster District, Plan 1321.

Lots One (1), Two (2), Three (3), Four (4), Five (5), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15) and Sixteen (16), BLOCK One (1), of the West 29.27 acre part of Lot Seventy (70), Group One (1), New Westminster District, Plan 1432.

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven West-half (7W. $\frac{1}{2}$), Eight (8), Nine (9), Ten (10), Eleven West-half (11W. $\frac{1}{2}$), Twelve (12), Thirteen (13), Fifteen (15) and Sixteen (16), of BLOCK Four (4), of the West 29.27 acre part of Lot Seventy (70), Group One (1), New Westminster District, Plan 1432.

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), and Fifteen East-half (15E. $\frac{1}{2}$), BLOCK Five (5), of the West 29.27 acre part of Lot Seventy (70), Group One (1), New Westminster District, Plan 1432.

2002-3530

THE CORPORATION OF THE DISTRICT OF
BURNABY

BY-LAW NO. 3530



"BURNABY LAND SALE BY-LAW NO. 16,
1954"



DATED: January 10, A.D. 1955.