

THE CORPORATION OF THE DISTRICT OF BURNABY

VF 1914

BY-LAW NO. 3666

A BY-LAW to authorize the execution of a certain agreement made between C.B. Riley Industrial Corporation Ltd. and The Corporation of the District of Burnaby.

WHEREAS C. B. Riley Industrial Corporation Ltd. is the owner in fee simple of those lands and premises situate, lying and being in the Municipality of Burnaby, Province of British Columbia and more particularly known and described as Lot One (1) of Lot "A", of Block Four (4), of the East Half (E.½) of Lot One hundred and nineteen (119), Group One (1), New Westminster District, according to Plan 16108, deposited, in the Land Registry Office in the City of New Westminster, in the Province of British Columbia.

AND WHEREAS C. B. Riley Industrial Corporation Ltd. has agreed to grant unto The Corporation of the District of Burnaby the right to purchase a portion of the said lands for the future widening of Douglas Road.

AND WHEREAS an agreement containing the terms and conditions upon which The Corporation of the District of Burnaby may exercise the said right to purchase has been duly prepared and annexed hereto as Schedule "A".

NOW THEREFORE the Municipal Council of The Corporation of the District of Burnaby ENACTS as follows:

1. The Reeve and Clerk are hereby authorized and empowered to execute the said agreement on behalf of The Corporation of the District of Burnaby signing the same and affixing the corporate seal thereto.
2. This By-law may be cited for all purposes as "BURNABY ROAD ACQUISITION BY-LAW 1955".

DONE AND PASSED in Open Council this Twelfth (12th)  
day of December, 1955.

RECONSIDERED AND FINALLY PASSED this Nineteenth  
(19th) day of December, 1955.



*Chas. MacSorley*  
R E E V E

*Walter B. Brown*  
C L E R K.

SCHEDULE "A"

THIS INDENTURE made and entered into this Fifteenth (15th) day of December, 1955.

BETWEEN:

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 "Grantor")

OF THE FIRST PART,

A N D:

THE CORPORATION OF THE DISTRICT OF BURNABY

(hereinafter called the "Grantee")

OF THE SECOND PART.

WHEREAS the Grantor is the owner in fee simple of those lands and premises situate, lying and being in the Municipality of Burnaby, Province of British Columbia and more particularly known and described as Lot One (1) of Lot "A", of Block Four (4), of the East Half of Lot One hundred and nineteen (119), Group One (1), New Westminster District, according to Plan 16108 deposited, in the Land Registry Office in the City of New Westminster, in the Province of British Columbia.

NOW THEREFORE THIS AGREEMENT WITNESSETH:

1. The Grantor in consideration of the sum of Ten Dollars (\$10.00) now paid by the Grantee to the Grantor, the receipt whereof is hereby acknowledged, offers and agrees to sell to the Grantee for the sum of One Dollar (\$1.00) free from encumbrances, for the widening of Douglas Road in the Municipality of Burnaby aforesaid, All and Singular that certain parcel or tract of land and premises situate, lying and being a portion of Lot One (1), of Lot "A", Block Four (4) of the East Half of District Lot One hundred and nineteen (119E $\frac{1}{2}$ ), Group One (1), New Westminster District, Province of British Columbia, according to Plan 16108, deposited, and being more particularly described as follows:-

COMMENCING at the Southwesterly corner of said Lot One (1);

Thence North zero degrees, nineteen minutes East (N.0°19'E.) and following the Westerly boundary of Lot One (1), aforesaid, fifteen point seventy-four feet (15.74'), more or less, to a point lying fourteen feet (14.0), measured at right angles, from the southerly boundary thereof;

Thence South sixty-two degrees, twenty-seven minutes, thirty seconds East (S.62°27'30"E.) and parallel to the southerly boundary of said Lot One (1), seventy-four point nineteen feet (74.19) feet, more or less, to a point on the Easterly boundary thereof;

Thence South zero degrees, nineteen minutes West (S.0°19'W.) and following the Easterly boundary of said Lot One (1), fifteen point seventy-four feet (15.74'), more or less, to the southeasterly corner thereof;

Thence North sixty-two degrees, twenty-seven minutes, thirty seconds West (N.62°27'30"W.) and following the Southerly boundary of Lot One (1), aforesaid, seventy-four point nineteen feet (74.19'), more or less, to the point of commencement, and containing by estimation 0.025 of an acre be the same more or less.

2. The offer hereby given shall be open for acceptance up to but not after the Twenty-seventh (27th) day of November, 1965, and may be accepted by a letter delivered to the Grantor or mailed postage prepaid and registered, addressed to the Grantor at 3733 Kingsway, Burnaby 1, B. C. and in either case accompanied by an accepted cheque in the sum of One Dollar (\$1.00).

3. Time shall be of the essence of this agreement.

4. Wherever the singular or masculine are used throughout this Indenture, the same shall be construed as meaning the plural or the feminine or body corporate or politic where the context or the parties hereto so require.

5. This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the Grantor has caused its corporate seal to be affixed hereto under the hands of its proper officers duly authorized in that behalf and the Grantee 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.

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

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President.

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Secretary-Treasurer

Sealed with the Corporate Seal of  
The Corporation of the District  
of Burnaby and signed by:

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Reeve.

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Clerk.