

THE CORPORATION OF THE DISTRICT OF BURNABY

BY-LAW NO. 3777

A BY-LAW to authorize the sale of certain tax-sale lands within the Municipality of Burnaby to Lake-City Industrial Corporation Ltd.

WHEREAS the Municipality has acquired the lands hereinafter described under tax-sale proceedings.

AND WHEREAS there are no buildings of any kind situate upon the said lands.

AND WHEREAS it is deemed desirable and in the public interest to sell the said lands in the manner hereinafter described.

THEREFORE, the Municipal Council of The Corporation of the District of Burnaby in open meeting assembled ENACTS as follows:

1. The Municipal Council of The Corporation of the District of Burnaby is hereby authorized and empowered to grant and convey to Lake-City Industrial Corporation Ltd. in consideration of the sum of Thirty-eight Thousand, Six Hundred (\$38,600.00) Dollars and upon the terms, covenants and conditions set out in a certain Memorandum of Agreement dated the Fourth (4th) day of March, 1957 and annexed hereto as Schedule "A", those lands and premises situate, lying and being in the Municipality of Burnaby, Province of British Columbia and more particularly known and described as Block Three (3) of Lot One Hundred and Forty-eight (148), Group One (1), New Westminster District, Plan No. 3075; Blocks Eleven (11) and Twelve (12) of Lot Six (6), Group One (1), New Westminster District, Plan 748; Lot "A" of Lot Ten (10), Group One (1), Plan 3321 save and except that part of Lot "A" which lies South of the Highway as shown on Plan 4829 and save and except part 1.355 acres, Plan 10438, New Westminster District.

2. That upon payment of the said consideration and upon the due performance and observance by the said Lake-City Industrial Corporation Ltd. of the terms, covenants and conditions in the said Memorandum of Agreement contained on the part of the said Lake-City Industrial Corporation Ltd. to be performed and observed, the Reeve and Clerk are hereby authorized and empowered to execute a conveyance of the said tax-sale lands on behalf of The Corporation of the District of Burnaby signing the same and affixing the corporate seal thereto, and to deliver the said conveyance to Lake-City Industrial Corporation Ltd.

3. This By-law may be cited as "LAKE-CITY INDUSTRIAL CORPORATION LTD. LAND SALE BY-LAW NO. 3, 1956."

DONE AND PASSED in Open Council this Twenty-fifth (25th) day of February, A. D. 1957.

RECONSIDERED AND FINALLY PASSED by a three-fourths majority of all the members of the Council this Fourth (4th) day of March, A. D. 1957.



Chas. MacSorley
R E E V E.

Alfred Brown
C L E R K.

C O P Y

LAKE-CITY INDUSTRIAL CORPORATION
LTD.

SCHEDULE "A"

March 4, 1957.

The Reeve and Council,
Corporation of the District of Burnaby,
Burnaby, B. C.

Dear Sirs:

Re: Block 3, D.L. 148
Lots 11 and 12, D.L. 6,
Block "A", D.L. 10.

This firm has recently carried on discussions with the Municipal Council and its Engineering and Planning Departments concerning the purchase of certain lands within the Lake-City Industrial Area. With respect to the installation of roads and services, and the general development of the land which we are presently acquiring, we wish to complete the purchase of the property under the same terms and conditions as those contained in the original Lake-City Agreement.

It is our opinion that the present Lake-City Agreement provides the Corporation with adequate controls over the development of the Lake-City Area. However, our recent discussions with your administrative officials have brought forth certain points for consideration, and the following will better clarify our intentions relative to the planning and development of the Lake-City lands.

1. The Lake-City Industrial Corporation Ltd. is willing to dedicate a Right-of-way for an arterial road through the Easterly portion of the Lake-City Area of such width as may be justified by the anticipated traffic requirements. The arterial road referred to is one which would be an extension of the projected McBride Street trunk, and which is expected to cross the Lougheed Highway in the vicinity of the Gunn Creek ravine.

The Reeve and Council.
March 4, 1957.
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2. The Lake-City Industrial Corporation Ltd. is willing to dedicate a right-of-way for a North-South road along the Westerly boundary of the Lake-City property; said road to be of a width as may be justified by anticipated traffic requirements. It is considered that this road will be an extension of Lozells Avenue, to link up with Broadway.

3. The Lake-City Industrial Corporation Ltd. agrees that Underhill Avenue is to be considered a "principal street" in view of the potentiality of this thoroughfare becoming a major traffic artery into the core of the industrial area.

4. The Lake-City Industrial Corporation Ltd. is willing to grant right-of-way easements in favor of the Municipality for sanitary and storm drainage channels when the final location of such channels has been determined, and insofar as such channels do not follow road allowances.

5. The Lake-City Industrial Corporation Ltd. agrees to having certain portions of the Lake-City Area zoned as Light Industrial, rather than Heavy Industrial, as provided in the Lake-City Agreement. The portions referred to are:

- (a) A 300 foot strip along the West and East boundaries of Lake-City Area,
- (b) A 300 foot strip on the South side of Broadway, between Lonsdale Avenue and the B. C. Electric substation property.

In conclusion, we would like to assure you that our planning and engineering consultants will work in close conjunction with the respective departments of the Corporation in connection with the planning and development of the Lake-City Industrial Area.

Yours very truly,

LAKE-CITY INDUSTRIAL CORPORATION LTD.

'E. H. Loftus'

E. H. Loftus

EHL:mlm

SCHEDULE "A"

This Agreement

made the Fourth (4th) day of March in the year of our Lord one thousand nine hundred and fifty-seven.

Between BY-LAW NO. 3777, NO. 3, 1956

THE CORPORATION OF THE DISTRICT OF BURNABY

A Municipal Corporation having its Municipal Office at Edmonds, in the Province of British Columbia.

(hereinafter called the Vendor) of the One Part

AND

LAKE-CITY INDUSTRIAL CORPORATION LTD., a body corporate having an office at 2727 Nelson Avenue in the Municipality of Burnaby, in the Province of British Columbia.

(hereinafter called the Purchaser) of the Other Part

Witnesseth that the Vendor agrees with the purchaser to sell to the purchaser, and the purchaser agrees with the vendor to purchase from the vendor.

All and Singular that certain parcel or tract of land and premises, situate, lying and being in the Municipality of the District of Burnaby, District of New Westminster and Province of British Columbia, and composed of

Block Three (3) of Lot One Hundred and Forty-eight (148), Group One (1), New Westminster District, Plan No. 3075,

Blocks Eleven (11) and Twelve (12) of Lot Six (6), Group One (1), New Westminster District, Plan 748,

Lot "A" of Lot Ten (10), Group One (1), Plan 3321 save and except that part of Lot "A" which lies South of the Highway as shown on Plan 4829 and save and except part 1.355 acres, Plan 10438, New Westminster District.

"It is hereby agreed, covenanted and understood by and between the parties hereto that, so far as the same are consistent with and not repugnant to the conditions of these presents, all the terms, provisos, stipulations, covenants and conditions contained in a certain agreement in writing dated the 8th day of September, 1953 made and entered into by The Corporation of the District of Burnaby and C. B. Riley Construction Co. Ltd., which is annexed to and forms part of By-law No. 3375 of the Corporation and is filed in the Land Registry Office, in the City of New Westminster, Province of British Columbia under No. 37196, shall, mutatis mutandis, apply to these presents in the same manner as if each and every of the said terms, provisos, stipulations, covenants and conditions were respectively incorporated herein and expressly herein set forth and the words and name Lake-City Industrial Corporation Ltd. had been inscribed in all proper and necessary places instead of the words and name C. B. Riley Construction Co. Ltd."

"It is further agreed, covenanted and understood by and between the parties hereto that the agreement herein is further subject to the undertaking of Lake-City Industrial Corporation Ltd. as set forth in its letter of March 4, 1957 to The Corporation of the District of Burnaby, a copy of which is hereunto attached and marked as Schedule "A"."

Together with the buildings thereon and the rights, easements, privileges and appurtenances thereto belonging

At and for the price or sum of **Thirty-eight Thousand, Six Hundred -----**
----- (\$38,600.00 Dollars
of lawful money of Canada, payable as follows: The sum of **Nine Thousand, Six Hundred**
and Fifty----- (\$9,650.00) dollars on the
execution and delivery of this agreement, and the balance as follows:

The sum of **Nine Thousand, Six Hundred and Fifty (\$9,650.00) Dollars**
to become due and payable on the **Fourth (4th) day of March, 1958.**

The sum of **Nine Thousand, Six Hundred and Fifty (\$9,650.00) Dollars**
to become due and payable on the **Fourth (4th) day of March, 1959.**

The sum of **Nine Thousand, Six Hundred and Fifty (\$9,650.00) Dollars**
to become due and payable on the **Fourth (4th) day of March, 1960.**

TOGETHER with interest at the rate of six (6%) per cent, per annum, as well after as before maturity, and as well after as before default, on the purchase money from time to time remaining unpaid to be paid with each aforementioned instalment.

AND it is expressly understood and agreed that if the said purchaser shall pay interest on the due dates as specified herein, then the said vendor will accept such interest at the rate of Five (5%) per cent, per annum instead of at the rate aforesaid.

PROVIDED that if no previous default has been made, the purchaser, may at any time before the same becomes due pay the balance of the purchase money then unpaid together with interest thereon at the rate aforesaid to the date of such payment.

PROVIDED that on default in payment of any instalment of principal or interest the whole of the purchase money aforesaid shall immediately become due and payable.

THE PURCHASER covenants, promises and agrees with the vendor that the purchaser will well and truly pay, or cause to be paid to the vendor, the said purchase money above mentioned together with the interest thereon at the rate aforesaid on the days and times in manner above mentioned. AND also shall and will pay and discharge all taxes, rates, light, water and sewer rates and assessments (including local improvement rates) wherewith the said land may be rated or charged from and after the date hereof, and the proportionate part of such taxes and rates for the current year.

THE PURCHASER shall investigate the title at his own expense; and the vendor shall not be required to produce any abstract of title, title deeds or evidence of title save those in his possession or to furnish copies of the same, and unless the purchaser shall within fifteen days from the date hereof notify the vendor in writing of any objection he may have to the title of the vendor to said lands he shall be deemed to have conclusively accepted the vendor's title thereto.

AFTER PAYMENT of the first instalment above mentioned the purchaser shall be let into possession of said lands and may occupy and enjoy the same until default be made in payment of the said purchase money, or interest on the same or of taxes or rates aforementioned, but until final payment hereunder the purchaser shall not commit or permit any waste upon the said premises, and on default doth attorn to and become the tenant at will of the vendor.

THE PURCHASER covenants and agrees with the vendor that he will keep the buildings on the said premises insured in a company approved by the vendor for a sum of not less than the insurable value thereof pending final payment hereunder such insurance to be in the name of the purchaser with loss if any payable to the vendor.

TIME is of the essence of this agreement, and unless the payments above mentioned and each of them are or is punctually made at the times and in the manner herein provided, and so often as any default shall happen in making such payment, the vendor may give the purchaser notice in writing, by personal service or under registered cover addressed to the purchaser:—

Lake-City Industrial Corporation Ltd.
2727 Nelson Avenue,
Burnaby 1, B. C.

demanding payment of the amount due the vendor; and in case such default shall continue for thirty days after demand, these presents shall be null and void and of no effect, and the vendor shall repossess said lands, and may resell and convey the said lands to any purchaser as if these presents had not been made, and on such default all moneys paid hereunder or on account of purchase money for said lands, shall be absolutely forfeited to the vendor, as liquidated damages; or the vendor may, at his option, in the event of default in payment within thirty days after demand as aforesaid, without further notice to the purchaser, or without any re-entry, sell the said lands either at public auction or private sale, and convey the same to the purchaser thereof and receive the purchase money therefor, and apply the proceeds of such sale, after deducting the costs of such sale, in payment of the amount then due hereunder, and pay the surplus (if any) to the purchaser, costs of proceedings subsequent to default to be added to amount due the vendor hereunder; and the purchaser covenants with the vendor that if the purchase money arising from such resale shall be insufficient to satisfy the said principal, interest and costs, the purchaser shall forthwith pay the vendor the amount of such deficiency.

PROVIDED that should this agreement be registered in the Land Registry Office as a charge upon the lands herein described, the District Registrar shall on the application of the vendor cancel and annul the said charge upon the production and filing of an affidavit sworn by the vendor that default has been made in payment of the purchase money aforesaid or part thereof as required by this agreement, and the purchaser appoints the vendor his attorney in the name of the purchaser to do all things necessary to obtain cancellation of such charge.

UPON fulfillment by the purchaser of the terms of this agreement and payment of the purchase money and interest aforesaid the vendor covenants with the purchaser that it will execute conveyance of the lands aforesaid to the purchaser or to whom he may appoint by conveyance under the "Real Property Conveyance Act."

AND IT IS EXPRESSLY AGREED between the parties hereto that all grants, covenants, provisos and agreements, rights, powers, privileges, conditions and liabilities contained in this Agreement shall be read and held as made by and with, and granted to and imposed upon, the respective parties hereto, and their respective heirs, executors, administrators, successors and assigns, the same as if the words heirs, executors, administrators, successors and assigns had been inscribed in all proper and necessary places.

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

IN WITNESS whereof the parties hereto have hereunto set their hand and seals.

Signed, Sealed and Delivered
IN THE PRESENCE OF

REEVE.

CLERK.

LAKE-CITY INDUSTRIAL CORPORATION LTD.

.....
WITNESS.

.....
PURCHASER
PRESIDENT

.....
WITNESS.

.....
PURCHASER
SECRETARY-TREASURER

For the Secretary (or Other Officer) of a Corporation

I HEREBY CERTIFY that, on the _____ day of _____ 19____ at Edmonds, in the Province of British Columbia, CHARLES B. BROWN, who is personally known to me, appeared before me and acknowledged to me that he is the Clerk of the Corporation of the District of Burnaby, and that he is the person who subscribed his name to the annexed instrument as Clerk of the said Corporation and affixed the seal of the corporation to the said instrument, that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said instrument, and that such Corporation is legally entitled to carry on business in the Province of British Columbia.

IN TESTIMONY whereof I have hereto set my hand and seal at Edmonds, British Columbia, this _____ day of _____ Nineteen hundred and _____

A Commissioner for taking affidavits within British Columbia.

Dated March 4th 1957

THE CORPORATION OF THE
DISTRICT OF BURNABY

AND

LAKE-CITY INDUSTRIAL CORPORATION
LIMITED.

Agreement
FOR SALE OF LAND

Block 3, Lot 148, Group 1, New
Westminster District, Plan 3075.

Blocks 11 and 12, Lot 6, Group
1, N.W.D., Plan 748.

Lot "A" of Lot 10, Group 1, Plan
3321 save and except that part
of Lot "A" which lies South of
the Highway as shown on Plan
4829 and save and except part
1.355 acres, Plan 10438, N.W.D.