

THE CORPORATION OF THE DISTRICT OF BURNABY

BY-LAW NO. 3932

A BY-LAW to dispose of certain municipally owned lands.

WHEREAS the Municipal Council may by by-law, subject to the requirements of Division (2) of Part XII of the Municipal Act, sell by auction or otherwise any real property which is owned by the Municipality and no longer required for municipal or other public purposes and which is free from reservation or dedication.

AND WHEREAS the lands hereinafter described are no longer required for municipal or other public purposes and are free from any reservation or dedication.

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

1. This By-law may be cited as "BURNABY LAND SALE BY-LAW NO. 1, 1958."
2. The Municipal Council of The Corporation of the District of Burnaby is hereby authorized and empowered to sell to J. Schmidt Construction Co. Ltd., of 3871 Kingsway in the Municipality of Burnaby, Province of British Columbia, those lands situate, lying and being in the said Municipality, more particularly known and described as Lots 1 to 9 inclusive, Block 50, District Lot 157, Group 1, Plan 1382; Block 48, District Lot 157, Group 1, Plan 612; Block 49, District Lot 157, Group 1, Plan 612; Parcel 1 of Block "B" (Reference Plan 15574), of Blocks 27 and 28, District Lot 157, Group 1, Plan 16073; New Westminster District.
3. In consideration therefor the said J. Schmidt Construction Co. Ltd. shall pay the sum of Fifty-eight Thousand, Eight Hundred and Sixty-five (\$58,865.00) Dollars payable Sixteen Thousand (\$16,000.00) Dollars forthwith and the sum of Fourteen Thousand, Two Hundred and Eighty-eight Dollars and Thirty-Three Cents

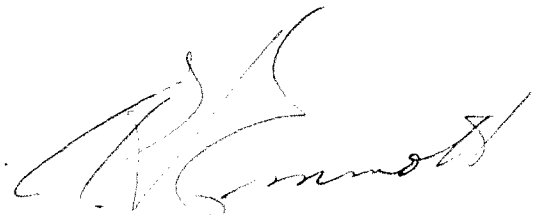
(\$14,288.33) on the first day of December in each of the years 1958, 1959 and 1960 with interest at the rate of six per cent (6%) per annum, and shall perform and observe all of the terms, covenants and conditions set out in the Agreement for Sale of the said lands dated the 29th day of October, 1957 and a supplementary agreement annexed thereto and bearing the same date, which agreements are hereto annexed and marked respectively as Schedules "A" and "B".

Read a first time this 27th day of January, 1958.

Read a second time this 27th day of January 1958.

Read a third time this 27th day of January 1958.

Reconsidered and adopted this 17th day of February, 1958.



R E E V E.



C L E R K.

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 17th day of February 1958.



CLERK.

"SCHEDULE "A"

This Agreement

made the 29th day of October in the year of our Lord one thousand nine hundred and fifty-seven.

Between

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

~~J. ROBERT I. CONSTRUCTION CO. LTD.~~, of 3071 Kingsway, in the Municipality of Burnaby, 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

Lots 1 to 9 inclusive, Block 50, District Lot 157, Group 1, Plan 1382.

Block 48, District Lot 157, Group 1, Plan 612.

Block 49, District Lot 157, Group 1, Plan 612.

Parcel 1 of Block h (reference Plan 15574) of Blocks 27 and 28, District Lot 157, Group 1, Plan 16073.

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

At and for the price or sum of **Fifty-eight Thousand, Eight Hundred and Sixty-five** (\$58,865.00) Dollars

of lawful money of Canada, payable as follows: The sum of **Sixteen Thousand** (\$6,000.00) dollars on the execution and delivery of this agreement, and the balance as follows:

The sum of **Fourteen Thousand, Two Hundred and Eighty-eight Dollars and Thirty-three Cents (\$14,288.33)** on the 1st day of December A. D. 1958 and a like sum of **Fourteen Thousand, Two Hundred and Eighty-eight Dollars and Thirty-three Cents (\$14,288.33)** on the 1st day of December A. D. 1959 and on the 1st day of December A. D. 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:—

J. Schmidt Construction Co. Ltd., 3871 Kingsway, Burnaby 1, B. C., such notice specifying the date of default and the provisions of **Section 474 of the Municipal Act;** and further demanding payment of the amount due the vendor; and in case such default shall continue for ninety days after notice is sent or delivered, these presents shall be null and void and of no effect, and the vendor

~~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.

IT IS HEREBY COVENANTED, AGREED AND UNDERSTOOD by and between the parties hereto that this agreement is subject to a further agreement in writing made and entered into on the 29th day of October, 1957 by the Vendor and Purchaser herein, hereunto annexed and marked with the letter "A" and deposited in the Land Registry Office herewith.

Signed, Sealed and Delivered
IN THE PRESENCE OF

REEVE.

CLERK.

The Common Seal of J. Schmidt
Construction Co. Ltd. was here-
unto affixed in the presence of:

.....
WITNESS. "R. G. P. Schmid" Secretary

.....
PURCHASER.

.....
WITNESS.

.....
PURCHASER.

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 _____ October _____ 19____ 57

**THE CORPORATION OF THE
DISTRICT OF BURNABY**

AND

J. SCHMIDT CONSTRUCTION CO. LTD.

Agreement

FOR SALE OF LAND

R. 96100

ACKNOWLEDGMENT OF OFFICER OF CORPORATION

I HEREBY CERTIFY that, on the 16th day of January 1958, at the Municipality of Burnaby, in the Province of British Columbia, Robert George Paul Schmidt (whose identity has been proved by the evidence on oath of _____, -who-is) personally known to me, appeared before me and acknowledged to me that he is the Secretary of J. Schmidt Construction Co.

Ltd. and that he is the person who subscribed his name to the annexed instrument as Secretary of the said J. Schmidt Construction Co. Ltd. to the said instrument, that he was first duly authorized to subscribe his name as aforesaid, and affix the seal to the said instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of British Columbia.

IN TESTIMONY whereof I have hereto set my hand and seal ~~and seal of office~~ at the Municipality of Burnaby, in the Province of British Columbia, this 16th day of January in the year of our Lord one thousand nine hundred and fifty-eight.

"J. C. HUBB" A Commissioner for taking affidavits within British Columbia.

SCHEDULE "B"

THIS AGREEMENT made the 29th day of October, 1957.

BETWEEN:

THE CORPORATION OF THE DISTRICT OF BURNABY

(hereinafter called the "Vendor")

OF THE FIRST PART,

A N D:

J. SCHMIDT CONSTRUCTION CO. LTD., 3871 Kingsway
in the Municipality of Burnaby, Province of
British Columbia.

(hereinafter called the "Purchaser")

OF THE SECOND PART.

WHEREAS the Vendor is the owner in fee simple of all the lands and premises situate in Block 157 in the Municipality of Burnaby, in the Province of British Columbia, being Lots 1 to 9 inclusive, Block 50, District Lot 157, Group 1, New Westminster District, Plan 1382, Blocks 48 and 49, District Lot 157, Group 1, New Westminster District, Plan 612, and Parcel 1 of Block R (Reference Plan 15574) of Blocks 27 and 28, District Lot 157, Group 1, New Westminster District, Plan 16073 (hereinafter called "the Corporation lands").

AND WHEREAS the Purchaser is the registered owner in fee simple of Block "S", District Lot 157, Plan 16073 of Lot "A", Lot 29, District Lot 157, Plan 4706, and Block 30, District Lot 157, Plan 612 together with an unregistered interest as owner in fee simple of the North portion of Lot "B", Block 29, District Lot 157, Plan 4706 (hereinafter called "the Schmidt lands").

AND WHEREAS the Purchaser is desirous of purchasing from the Vendor the Corporation lands for the purpose of a consolidation of the Corporation lands with the Schmidt lands in order that the Purchaser may effect a subdivision of the whole in substantial accordance with a plan dated the 20th day of August 1955 prepared by David H. Burnett, B. C. L. S., (hereinafter called "the subdivision plan").

AND WHEREAS the Vendor has agreed to sell to the Purchaser the Corporation lands subject to the terms and conditions hereinafter set forth.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and of the due performance of the terms and conditions hereinafter set forth, the Vendor agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Vendor the said Corporation lands at or for the price of \$58,865.00 payable as set forth in an agreement for sale of lands dated the _____ day of October A. D. 1957, made between the Vendor as Vendor and the Purchaser as Purchaser.

1. The Purchaser covenants and agrees that he will at his expense and without compensation from the Vendor do all things to effect a registerable subdivision of the Corporation lands and the Schmidt lands together in substantial accordance with the subdivision plan, and without limiting the generality of the foregoing will

(a) Acquire any property necessary which may be owned by any person not a party hereto.

(b) Effect a cancellation of the road allowance known as Carson Street from the point of intersection of the said Carson Street with the Westerly edge of Nelson Avenue to the Westerly boundary of said Lot "R" on the North side and the said Lot 30 on the South side of Carson Street.

(c) Effect a cancellation of the lane allowance running East and West being eight feet in width on the Southerly extremities of Lots 4 to 9 inclusive, Block 50, District Lot 157.

(d) Effect a cancellation of the lane allowance running North and South being sixteen feet in width between Lots 1 to 3 inclusive and Lot 4, Block 50, District Lot 157.

(e) Dedicate to the public use all streets and lanes in accordance with the subdivision plan.

2. The Purchaser covenants and agrees that he will effect the development of the whole of the subdivision as set forth in the subdivision plan with due diligence, provided, however, the Vendor agrees that the Purchaser may proceed with such development by the development of a portion or portions thereof in stages by deposit of partial subdivision plans covering a portion of the whole. Such partial development shall be subject to the approval of the Municipal Engineer who shall, inter alia, have regard to the appropriateness of such a partial development in relation to the whole and the services requisite thereto.

3. The Purchaser shall at his own expense in all things clear and grade/^{and gravel} to full width all roads and lanes shown on any and all subdivision plans submitted for approval in accordance with the said subdivision plan whether the roads and lanes exist at the present time or are roads and lanes created by any subdivision plan making adequate provision for culverts to properly drain the said roads and lanes and constructing the said culverts wherever necessary, the whole according to the specifications hereto annexed and marked schedule "A" to the satisfaction of the Engineer of the Vendor.

4. The Purchaser shall 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, if any, and install fire hydrants according to the specifications hereto annexed and marked schedule "B" to the satisfaction of the Engineer of the Vendor in such a manner as to service every lot within the subdivision plan to be approved.

5. The Purchaser before commencing the construction or installation of the aforesaid services or any of them shall deposit with the Vendor a performance bond in form and amount satisfactory to the Vendor to ensure the due and proper performance of all the terms, covenants and conditions in paragraphs three and four hereof on the part of the Purchaser

to be performed and observed, and a policy or policies of public liability and property damage insurance in form and amount satisfactory to the Vendor.

6. The Purchaser may at his option, notwithstanding the provisions of the preceding paragraphs numbered three and four elect to have the Vendor by its agents or servants provide, install and construct the services in the said paragraphs set forth. In the event the Vendor in writing being requested to so provide, install and construct the said services, the Vendor shall notify the Purchaser of the cost of such installation or construction and upon receipt of the moneys in respect of such cost shall proceed to install or construct the services or so much thereof as requested.

7. The said work shall be carried out in accordance with the specifications shown on Schedules "A" and "B" hereto and shall be completed on or before the 31st day of December 1958, provided, however, on good cause being shown the Vendor may grant in writing an extension of time for completion to a specific date from time to time upon the written application of the Purchaser.

8. All works of every description to be undertaken by the Purchaser under these presents shall be subject to the supervision of the Engineer of the Vendor who may in his discretion object to the manner in which any such works or any materials placed thereon are executed or to be executed and if the said Engineer shall so object the said works shall not be executed in opposition thereto.

9. This agreement is personal to the Purchaser and shall not in any way be assigned, transferred or put over by the Purchaser without the approval in writing of the Vendor first being had and obtained.

10. The Purchaser further covenants and agrees that no lot lying within the Corporation lands shall be sold or dealt with until all the necessary roads, lanes, water mains, hydrants and other services with respect thereto or with respect to a portion thereof in the event of partial subdivision have been installed or provided to the satisfaction of the Engineer, provided, however, that if title to some portion thereof shall be required prior to completion of the said services in order that the Purchaser may deal with the said lands the said Engineer may accept from the Purchaser a duly executed bond by some responsible fidelity company for an amount sufficient to cover the completed works and services or in lieu thereof payment in cash of an equivalent sum of money whereupon the Purchaser may request title.

11. The Vendor covenants and agrees that if the Purchaser requests title at a stage before payment of the full purchase price after the said services and works have been fully completed or the completion thereof assured as set forth in the preceding paragraph and provided the Purchaser shall have complied with all other obligations herein to the date of such application for conveyance in fee simple, the Vendor will execute in favor of the Purchaser a conveyance of the whole or any portion thereof upon receipt by the Vendor in cash of the balance owing with interest in respect of the whole or any portion thereof requested to be conveyed.

12. The Vendor covenants and agrees that, prior to transfer of the whole, or the registered owner of the Corporation lands or any portion thereof it will give all consents required to effect cancellation of road and lane allowances necessary to complete the subdivision in accordance with the said subdivision plan.

13. The Purchaser covenants and agrees that upon completion of registration of the whole of the subdivision plan he will convey or cause to be conveyed to the Vendor that portion described upon the subdivision plan as Lot 74 the Northerly boundary of which is the boundary line of the Southern extremities of Lots 65 to 73 inclusive, the Southerly boundary being the North boundary of Lot 47, District Lot 157, and the Easterly boundary being the Easterly boundary of Lot 48, District Lot 157, at or for the price or consideration of the sum of \$1.00.

14. The Purchaser shall duly and punctually pay the wages of all employees and workmen and the bills of all material, men and all moneys 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 Vendor'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.

15. The Vendor, having jurisdiction over the 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 exercisable by the Vendor over and against the said lands, or the owners, tenants, occupiers or their contractors and accordingly notwithstanding these presents the Vendor 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 Vendor and these presents had not included the Vendor as a contracting party, any rule of law or equity regarding derogation from grant or otherwise notwithstanding.

16. All questions relating to the services to be performed by the Purchaser, including the plans, specifications and conditions thereof and the quantity or kinds of material or work required thereby shall be decided by the Vendor's Engineer and his decision shall be final and binding.

17. Notwithstanding that the Purchaser may or may not appear in the Vendor's 1958 assessment roll as owner or purchaser under Agreement for Sale of the said Corporation lands, the Purchaser covenants and agrees to pay all such taxes, rates and assessments which would in 1958 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.

18. Time shall be considered of the essence of this agreement and in the event of default being made in any of the payments due hereunder, either of principal or interest, the Vendor may exercise the rights of repossession contained in clause 474 of the "Municipal Act" in addition to or in lieu of other remedies.

IN WITNESS WHEREOF the parties hereto have hereunto caused their Corporate Seals to be affixed under the hands of their proper officers duly authorized in that behalf on the day and year first above written.

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

REEVE.

CLERK.

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

SCHEDULE "A"

SPECIFICATIONS FOR CONSTRUCTION OF MUNICIPAL
STREET, LANE AND DRAINAGE FACILITIES

ROADS - GENERAL SPECIFICATION

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 Appendix Sheet # 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 site, 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 2 inches. It shall be evenly spread and then compacted to a depth of not less than 8 inches and to a width of 32 feet, provided, however, that should special conditions warrant, the Engineer may require that the thickness or width of the base course be increased.

Base course gravel can be pitrun material but must have no organic material and less than 15% by weight of material finer than a #200 US standard sieve. The material shall be reasonably evenly graded and therefore shall be within the limits set out in the table Appendix Sheet 2.

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 inch and shall be evenly spread and then compacted to a depth of not less than 3 inches and to a width of not less than 32 feet.

Surface course gravel must be entirely free of organic material and shall be graded to conform to the limits for aggregate materials set out in the chart Appendix Sheet # 3.

The Engineer shall have the right to reject any or all material whether at the source, in transit, or on the construction site.

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. C.76-41) 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 weeping drains or other permanent means as directed by the Engineer.

9. ACCEPTANCE

Streets or road 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.

LANES - GENERAL SPECIFICATION

1. GENERAL
This specification applies 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 Appendix Sheet # 1 of this specification, said lines and grades to be established on the ground before work is commenced.
3. SUBGRADE
The conditions of Section 3 under Roads - General Specification shall apply.
4. BASE COURSE
The base course shall consist of gravel having a maximum size of 2". It shall be spread evenly and compacted 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.
5. SURFACE COURSE
Surface course shall be provided in lanes if the Engineer so decides.
6. DRAINAGE
The Conditions of Section 6 under Roads - General Specification shall apply.
7. CULVERTS
The Conditions of Section 7 under Roads - General Specification shall apply.
8. SUBGRADE DRAINAGE
The Conditions of Section 8 under Roads - General Specification shall apply.
9. ACCEPTANCE
The Conditions of Section 9 under Roads - General Specification shall apply.

DRAINAGE - GENERAL SPECIFICATION1. GENERAL

Because of the indefinite nature of the development it is not possible to outline specific drainage work and the following should be considered as general conditions only. This is not 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 accomodate 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.

7. JOINTS

All drains of this nature having depth of cover of 4 feet or more 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 "B"

CORPORATION OF THE DISTRICT OF BURNABY

WATER WORKS DEPARTMENT

Specifications re Asbestos Cement Pipe

1. Clearing and Grubbing:

All bush, trees, stumps, roots and lying logs shall be removed and disposed of by burning, including those trees which may fall outside the clearing line. Disposal of material on lands adjoining right of way will not be permitted.

2. Excavation:

Trenches shall be excavated to prescribed lines and grades. The trench width shall not exceed thirty inches (30") at the elevation of the top of the pipe and shall be such that, when the pipe is laid to correct line, there will be a minimum clear space between pipe and trench wall, of not less than four (4") at any one point. The trenches shall be excavated to a minimum depth of five (5") inches below pipe invert, (inside bottom) grade. All material loosened by the excavator shall be removed, regardless of its depth, and the trench refilled to grade with approved sand and gravel. Roads and entrances to properties shall not be blocked by the spoil pipe unless permission has been obtained to close or place material on such roads or entrances.

3. Pipe Bedding:

Except where concrete is ordered by the Engineer, the Contractor shall supply, deliver and place sand which shall extend from the bottom of the trench up to the horizontal diameter of the pipe. Bedding sand shall consist of coarse sand and shall be of such proportions and sufficiently clean that it can be firmly compacted to form a solid support and will remain so under all conditions, including that of complete saturation. The sand shall be compacted by tamping in layers not over four inches (4") thick. No additional payment will be made for, or on account of, this sand, the cost of which should be included in the rate tendered for installing pipes, valves, fittings and appurtenances.

4. Distributing and Handling Fittings, Pipes, Etc.

Pipes, valves, fittings and appurtenances shall not be left overnight except at the storage yard, only those materials being distributed as will be installed the same day.

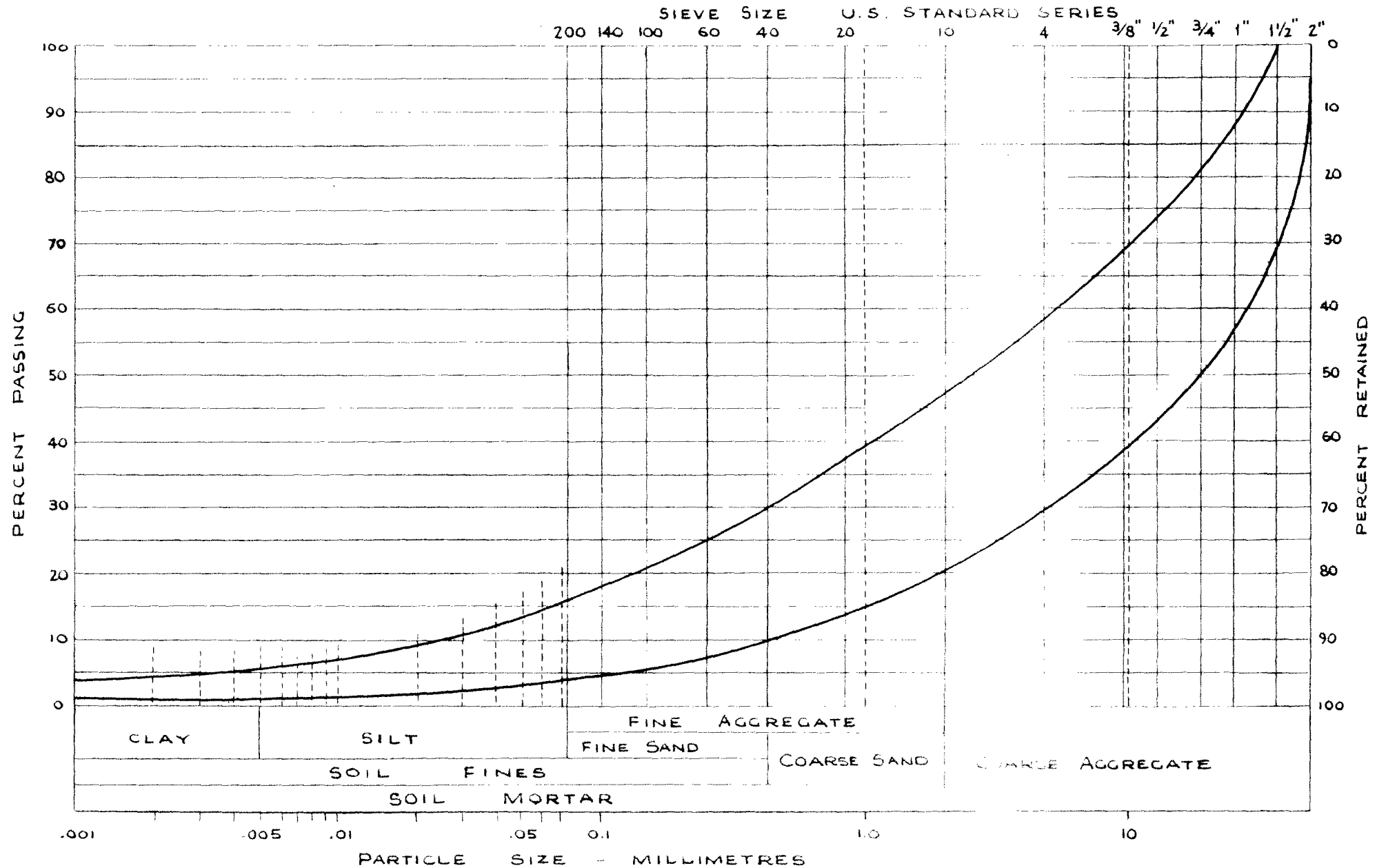
Tools, trucks and other equipment and methods of handling and hauling the materials shall be such that the pipes and other materials will not be dropped or damaged. In no case shall materials be allowed to drop, roll freely, or bump against other materials or objects of any kind. The use of hooks on pipe ends will not be permitted, and special care shall be exercised to prevent damage to machined ends. If pipes or other materials are damaged they shall be replaced by the Contractor at his own expense. The interior of pipes, valves and fittings shall be kept clean.

5. Laying Pipes:

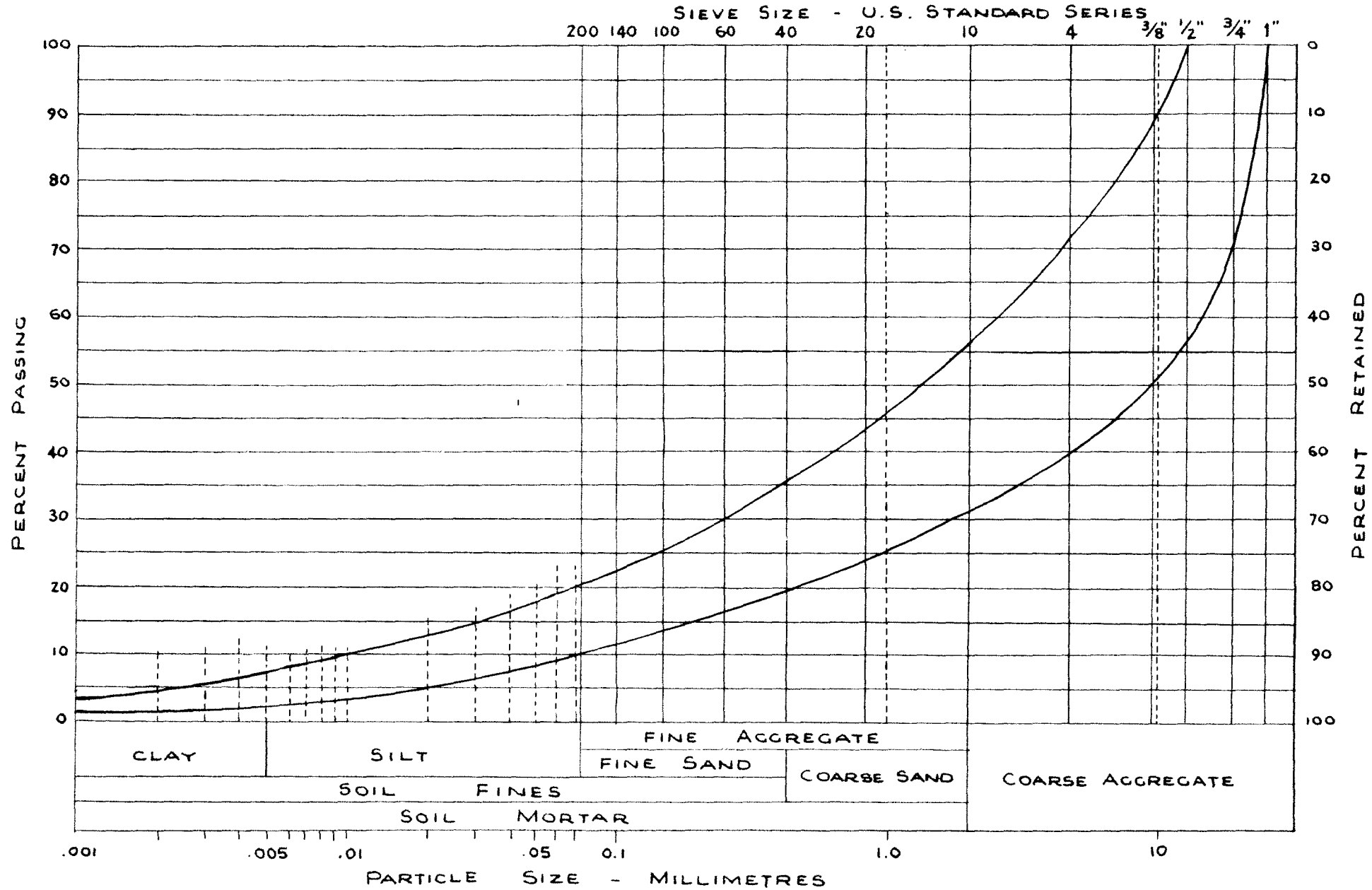
Pipes shall be laid to prescribed lines and grades. Tangents shall be straight and in no case shall deflections at joints on curves exceed five degrees.

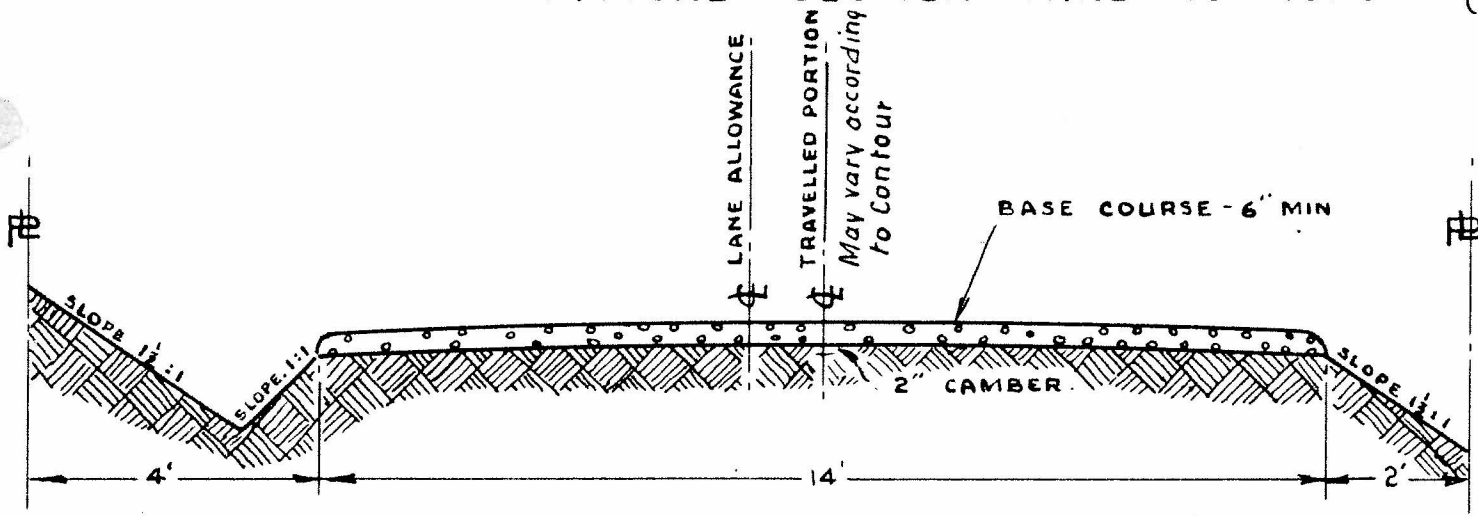
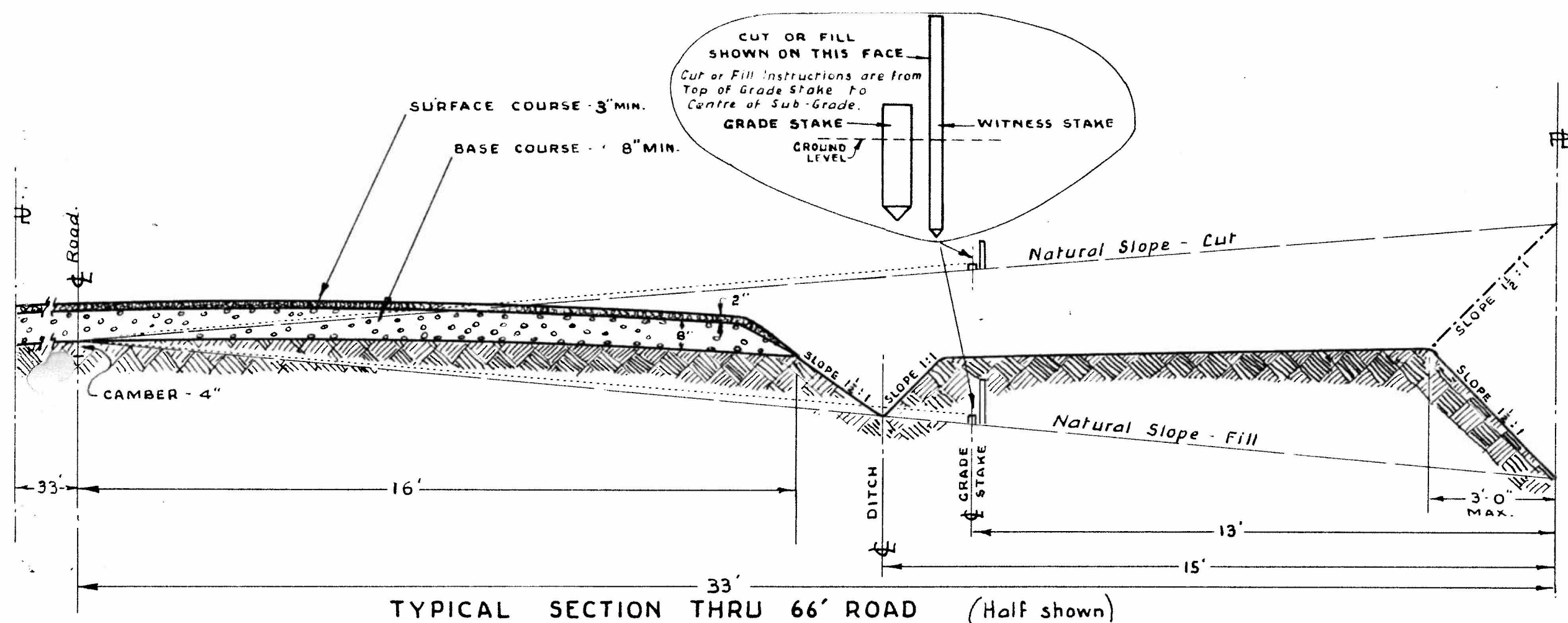
Each pipe shall be laid on two mounds of tamped sand centered approximately thirty (30) inches from each end of the pipe, and of dimension prescribed by the Engineer. When the pipe is laid, jointed and adjusted to line and grade it shall be securely held in

GRADING CHART FOR COARSE AGGREGATE MIXTURES BASE COURSE



GRADING CHART FOR COARSE AGGREGATE MIXTURES
SURFACE COURSE





TYPICAL SECTION THRU 20' LANE.

that position by completing the mounds with sand, solidly compacted, up to the horizontal diameter of the pipe. Except where the pipe is to be concrete cradled, permanent wood blocking shall not be used and temporary wood blocking only with special permission of the Engineer.

Pipes shall not be laid in water or under other unsuitable conditions.

Before lowering into the trench the pipe shall be inspected. Damaged or unsound pipes shall not be installed. All dirt or foreign matter shall be removed from the interior and the pipe shall be kept clean.

6. Jointing Pipe:

The machined ends of the pipes, the inside of the sleeve, and the two rubber rings shall be wiped clean immediately before jointing.

A mark shall be made on the pipes at $3\frac{1}{2}$ inches from the ends for positioning the sleeve. The joint shall be made in the manner recommended by the pipe manufacturer using assembly equipment recommended by him. When the assembly is completed the pipe ends shall be separated $\frac{1}{4}$ inch, the sleeve shall be correctly centered, the rubber rings shall be checked for position with an approved gauge, and both rings for their full circumference shall be at no greater nor less distance from the coupling ends than recommended by the manufacturer. If the ring locations are not within the required limits, the coupling shall be disassembled and re-assembled. The joints shall be water-tight under test.

7. Completing, Bedding and Backfilling:

As soon as possible after a pipe is laid and jointed, but not before one pipe ahead has also been jointed, the bedding sand shall be completed under and up to the horizontal diameter of the pipe for the full length, including the joints, and the backfilling between joints shall be completed to a height of at least twelve inches (12") over the top of the pipe. Both the bed and backfill shall be placed by hand and tamped with approved iron tampers in layers not over four inches (4") thick. In backfilling above the bedded pipe coarse sand will be used to a depth of four inches (4") above the top of the pipe. Fill, above four inches (4") over the top of the pipes, shall be the best of the excavated material, and shall contain no debris, roots, or wood of any kind, nor stones over four inches (4") in diameter. On negative vertical curves, cover greater than twelve inches (12") may be required to secure the pipe during test.

The upper half of joints shall not be covered, except when special permission has been obtained, until they have been tested and approved, and the backfill over them shall then be completed as described above as soon as possible to protect the pipe.

When a portion of the line has been tested, approved and the hand backfill completed, the remainder of the trench shall be backfilled. The final backfilling may be done by machine but shall contain no wood of any kind, debris, or stones over six inches in diameter.

Where the trench is in roads, road shoulders, driveways or walks excavated material shall be used in backfilling to within about eight inches of the surface or other depth as required by the Engineer, tamped or water jetted in an approved manner, and the filling completed to original surface level, with approved sand and gravel. Gravel used for that purpose, where ordered by the Engineer will be paid for separately as "selected backfill". In other places the backfilling shall be completed to the original

surface and crowned about eight inches (8") using material from the trench excavation.

Surplus earth, rocks and debris shall be removed and disposed of to the satisfaction of the Engineer.

In all operations care shall be exercised to avoid injury to the pipe, and if pipes, fittings or appurtenances are damaged they shall be removed and replaced.

Along road shoulders and other places where vehicles may travel on the fill, appropriate signs and lights shall be placed and maintained until the backfill is capable of carrying the traffic.

8. Materials:

All pipe, fittings, valves, hydrants or other necessary appurtenances shall meet the requirements of the American Water Works Associations Specifications for Class 150 Cement Asbestos pipe, or Class 250 Cast Iron Pipe.

9. Line and Grade:

Lines and grades shall be established by the Municipal Engineer upon notification by the Contractor of his 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 three (3') feet shall be provided in all cases.

10. 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 four hundred feet (400') 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 (6") hydrants shall be used in all cases.

11. Valves:

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

12. Deadmen:

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.

13. 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.

14. 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.

15. 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 re-caulked.

16. 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.

17. 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.

THE CORPORATION OF THE DISTRICT OF
BURNABY

BY-LAW NO. 3932

"BURNABY LAND SALE BY-LAW NO. 1,
1958."

DATED: FEBRUARY 17th 1958