

THE CORPORATION OF THE DISTRICT OF BURNABY

BY-LAW NO. 4170.

A BY-LAW to authorize the entering into an Agreement with the owner thereof for reserving part of certain lands for highway purposes.

The Council of The Corporation of the District of Burnaby ENACTS as follows:

1. This By-law may be cited as "BURNABY HIGHWAY RESERVATION BY-LAW 1960".
2. The Council is hereby authorized and empowered to enter into an Agreement with Dominion Stores Limited, upon the terms, covenants and conditions more particularly set forth and contained in the form of Agreement attached hereto as Schedule "A" for reserving for highway purposes those parts of all and singular that certain parcel or tract of land and premises situate lying and being in the Municipality of Burnaby, Province of British Columbia, and being more particularly known and described as Lot K of Block 43 of District Lot 30 Group 1 Plan 21080 New Westminster District shown outlined in Green on the plan attached to and forming part of Schedule "A".
3. The Reeve and Clerk are hereby authorized and empowered to execute the said Agreement, signing the same and affixing the Corporate seal thereto.

Read a first time this 24th day of August 1960.

Read a second time this 24th day of August 1960.

Read a third time this 24th day of August 1960.

Reconsidered and adopted this 29th day of August 1960.



[Handwritten Signature]
 R E E V E.
[Handwritten Signature]
 C L E R K.

SCHEDULE "A"

THIS AGREEMENT made this day of
1960,

BETWEEN:

THE CORPORATION OF THE DISTRICT OF
BURNABY, with a Municipal Hall at
4545 East Grandview-Douglas Highway,
Burnaby, Province of British Columbia,

(hereinafter referred to as "the Municipality")

OF THE FIRST PART,

AND:

DOMINION STORES LIMITED, a body
corporate duly incorporated under the
Companies Act of Canada, with a head
office within the Province of British
Columbia at 2919 Main Street, in the
City of Vancouver, Province aforesaid,

(hereinafter referred to as "the Company")

OF THE SECOND PART.

WHEREAS pursuant to the provisions of the Municipal
Act, S.B.C. 1957, Chapter 42 and amendments thereto, the
right of possession of every highway in a municipality is
vested in the municipality subject to certain reservations
and prescriptions;

AND WHEREAS the road running in a northwesterly
direction from 19th Avenue, Edmonds Street, Britton Street
and Kingsway Avenue, shown on the plan attached hereto, are
highways in the Municipality within the definition of a
highway in the said Municipal Act;

AND WHEREAS the Company is the registered owner in
possession free from encumbrances of Lot K (formerly com-
prising Lot J and Parcel G and a triangular portion of the
road running in a northwesterly direction from 19th Avenue
as shown outlined in yellow on the plan attached hereto) of
Block 43, District Lot 30, Group 1, Plan 21080, New Westminster
District, as shown outlined in red on the plan attached hereto;

AND WHEREAS the Company, with the consent of the Municipality, obtained an Order from the Registrar of Land Titles at New Westminster dated the 16th day of October, 1959 under the "Plans Cancellation Act", R.S.B.C. 1948, Chap.253, and amendments thereto cancelling the interior boundary lines of the said triangular portion of the road and for the consolidation of the said triangular portion with the said Lot J and Parcel G;

AND WHEREAS the Municipality desires to obtain for the purpose of road widening the areas of Lot K shown outlined in green on the plan attached hereto;

AND WHEREAS the Company has agreed to reserve the said areas of Lot K for highway purposes and to establish and dedicate same as public highways when required as hereinafter provided.

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the premises and the mutual covenants herein contained and other good and valuable consideration;

1. The Company covenants and agrees to reserve and by these presents doth hereby reserve for highway purposes those portions of Lot K of Block 3 of District Lot 30 Group 1 Plan 21080 New Westminster District in the Municipality of Burnaby, shown outlined in green on the plan attached hereto and forming part of this Agreement.

2. The Company hereby agrees to file with the Land Registry Office in the City of New Westminster forthwith after the execution of this Agreement a subdivision plan showing the 16.5 foot strip of Lot K running along Britton Street (shown outlined in green on the plan attached hereto) and containing approximately 3785 square feet as a highway,

which, pursuant to the provisions of the Land Registry Act, R.S.B.C. 1948, Chap. 171, and amendments thereto, shall be deemed to be a dedication by the Company to the public of the said strip for the purpose of a highway.

3. The cost of completing the foregoing, including all surveyors fees and land registration fees shall be borne by the Company.

4. It is understood and agreed by the parties hereto that the Company may pave at its own expense the 10 foot road allowance running in a southeasterly direction from Edmonds Street, as shown on the plan attached hereto.

5. The Company covenants and agrees to establish and dedicate as a public highway the 16.5 foot strip of Lot K running along Kingsway Avenue, consisting of two parcels of land containing approximately 2049 square feet, and the 20 foot strip of Lot K running along Edmonds Street containing approximately 9225 square feet, all shown outlined in green on the said plan attached hereto, and to make, do, execute or cause to be made, done or executed all and every act, acts, deed or deeds, devices, plans, documents and other assurances that may be requisite for such purpose whenever the Municipality requires the same for the purposes of road widening, at a price to be determined according to established procedure for the acquisition of land then prevailing.

6. It is understood and agreed by the parties hereto that the area of the triangular portion of land outlined in yellow on the plan attached hereto, being approximately 1447 square feet, shall be deducted from the total area of land comprised in the strips of land agreed to be dedicated by the Company in Clause 5 hereof in determining the price to be paid the Company for the said strips.

7. The Company covenants and agrees with the Municipality that from and including the date of this Agreement, it will not construct or cause, permit or allow to be constructed any building, buildings, structure or structures or other improvements or any part thereof, under, through or upon the aforesaid strips reserved for highway purposes other than black top paving required for the operation of the existing store building and electrical, water and/or sewage services which may on the date of this Agreement be under the said strips.

8. The Municipality covenants and agrees that the Company may at its option and at its cost, maintain, repair, and/or replace the canopy constructed along the northerly wall of the existing building as shown on the plan attached hereto.

9. The Municipality further covenants and agrees that the Company may at its option and at its cost maintain, repair and/or replace the light standards, and concrete sign base and planting beds along the Britton Street and Kingsway frontage in the position and to the extent shown on the plan attached hereto.

10. The Company covenants and agrees that upon the acquisition of the said 20 foot strip along Edmonds Street by the Municipality for the widening of that roadway, the Company will remove the three lighting standards shown on the plan attached hereto erected on the Edmonds Street frontage within a reasonable time if requested to do so by the Municipality, and it is hereby expressly declared and agreed that the said lighting standards shall remain the property of the Company.

11. It is understood, covenanted and agreed by and between the parties hereto that pursuant to the provisions

of the "Municipal Act" this Agreement shall be registered in the Land Registry Office at New Westminster, Province of British Columbia, and that this Agreement and everything herein contained shall have the force and effect of a restrictive covenant running with the land and these presents, including all the terms, covenants and conditions herein contained shall extend to, be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns and all and every other person or persons whosoever having or lawfully claiming, or who shall or may have or lawfully claim, any estate, right, title, interest or trust of, in or to the said lands and premises hereinbefore mentioned.

12. Any notice required to be given to either party to this Agreement shall be deemed to have been sufficiently given if mailed by prepaid registered post to the Municipality at 4545 East Grandview-Douglas Highway, Burnaby 2, B.C. and to the Company at 605 Rogers Road, Toronto 15, Ontario.

IN WITNESS WHEREOF the parties hereto have hereunto set their respective corporate seals in the presence of their duly authorized officers, the day and year first above written.

THE CORPORATE SEAL OF THE CORPORATION OF THE DISTRICT OF BURNABY was hereunto affixed in the presence of:

REEVE

A/DEPUTY CLERK

THE CORPORATE SEAL OF DOMINION STORES LIMITED was hereunto affixed in the presence of:

Vice President

Secretary

EDMONDS STREET

BRITTON STREET

KINGSWAY

WEST OF LANE

LOT 'K'
PLAN 21080
BK 43

NEW VISION STORE

ROAD 30

PARCEL 'H'
PLAN 2287

TOPOGRAPHIC PLAN OF LOT 'A'
(PLAN 21080) BK 43 DISTRICT LOT 30
GROUP 1 NEW WESTMINSTER DISTRICT

SCALE	1" = 40'
DATE	MAY 25 1960
LINDSAY & LINDSAY CONSULTING ENGINEERS AND SURVEYORS	

75% ADJUSTED TO 1955/57 BY

Checked by

MAY 25 1960