



CHAPTER 58.

An Act to grant certain Powers to The Corporation of Delta.

[Assented to 2nd March, 1956.]

HER MAJESTY, by and with the advice and consent of the Legislative Assembly of the Province of British Columbia, enacts as follows:—

Short title.

1. This Act may be cited as "The Corporation of Delta Enabling Act, 1956."

Validation of agreement

2. Notwithstanding anything contained in the "Municipal Act" or in any other Act or Statute, the Reeve and Clerk of The Corporation of Delta are hereby authorized and empowered to sign, execute, and affix the corporate seal of the said Corporation to an agreement in terms of the draft proposed agreement attached hereto as Schedule "A," all to the extent, on the terms and conditions, and in the manner set forth in said draft proposed agreement, and to give delivery of the same to John Leslie, D.S.O., George Kershaw Ridley, and George Ingram Barty-King therein named, and that all as an act and deed of the said Corporation, and the said agreement, when executed and delivered by the respective parties thereto, is hereby declared to be valid and binding, according to the tenor thereof, on the said parties, their successors and assigns, whether the same would otherwise be ultra vires of the said parties or either of them or not; and the respective parties to the said agreement, their successors and assigns, are hereby empowered to carry out and give full force and effect to every covenant, agreement, stipulation, condition, and provision in the said agreement contained, according to the terms of the said agreement, on the part of the respective parties thereto to be performed and observed.

SCHEDULE "A."

THIS AGREEMENT dated the _____ day of _____, A.D. 1956:

BETWEEN:

THE CORPORATION OF DELTA, a Municipal Corporation having an office at Ladner, in the Province of British Columbia (hereinafter called the "Corporation"), OF THE FIRST PART,

AND

JOHN LESLIE, D.S.O., Lieutenant-Colonel, of Appletree Cottage, Brancaster, in the County of Norfolk; GEORGE KERSHAW RIDLEY, of Eaton, in the County of Chester, Land Agent; and GEORGE INGRAM BARTY-KING, of 53 Davies Street, in the County of London, Solicitor, all of the United Kingdom (IN TRUST) (hereinafter called the "Trustees"), OF THE SECOND PART.

WHEREAS:

A. The Trustees own and control the greater portion of the land situate on Annacis Island, an island within the territorial limits of the Corporation, and have represented to the Corporation that they intend to acquire additional lands on said Annacis Island from time to time as the same become available, all of which presently owned and future acquired lands are hereinafter referred to as "the said lands";

B. The said lands are being developed as an industrial estate, which development will require some years to complete;

C. The said lands being on an island situate in the Fraser River and wholly separate from the other lands within the territorial limits of the Corporation can conveniently be, in respect of certain services that might ordinarily be provided by the Corporation, treated as a distinct area of the Municipality;

D. The extensive and early development of the said lands is deemed by the Corporation to be of great benefit and advantage to the Corporation, and the Corporation has therefore agreed to enter into these presents subject as hereinafter provided:

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the mutual covenants, promises and agreements of the parties hereto hereinafter contained and for the mutual benefit of the parties hereto, the parties hereto covenant, promise and agree each with the other as follows:

1. The Trustees will as soon as reasonably possible and insofar as they are able to do so complete the development for industrial purposes the said lands.

2. IT IS UNDERSTOOD AND AGREED by the parties hereto that nothing in this agreement shall be construed as in any way relating to or affecting assessment and taxation for school purposes, and the Trustees further covenant and agree with the Corporation to pay all and any taxes and assessments levied or to be from time to time levied upon the said lands or any other property assessable and taxable in connection therewith by any competent authority for school purposes, and also any other taxes that may from and after the date of this agreement be levied upon or in respect of the foregoing by the Government of the Province of British Columbia.

3. IT IS FURTHER UNDERSTOOD AND AGREED that the Trustees shall provide proper fire protection for the said lands and improvements thereto to such extent as may be necessary and proper and the Corporation shall not be under any duty or obligation to the Trustees to provide fire protection in respect of the said lands or improvements thereon, to any extent or at all. The Trustees hereby agree to indemnify and save harmless the Corporation from and against any and all actions, causes of actions, claims and demands that may be brought or made

against the Corporation by reason of anything the Trustees shall do or fail to do under or by reason of the provisions of this paragraph 3.

4. As the Trustees have agreed that they will not now or at any time during the currency of this agreement request from the Corporation any services in respect of the said lands other than those services which the Corporation, irrespective of any request or otherwise of the Trustees, is required by law to provide, the mill rate for the said lands for taxation purposes shall be calculated and fixed for each year in such manner that it shall result in no tax being levied by the Corporation in respect of the following services, namely:—

- (a) Public works which include roads, pavements, curbs, sidewalks, sewers, drains, dykes and public utilities;
- (b) Fire protection;
- (c) Street lighting;
- (d) Street cleaning;
- (e) Garbage removal and disposal;
- (f) Capital expenditures in respect of any of the several services and facilities mentioned in clauses (a) to (e) inclusive of this paragraph.

5. (a) IT IS UNDERSTOOD AND AGREED between the parties hereto that the Trustees by this agreement contract on behalf of the estate of the late Duke of Westminster only but not individually and not as to make the Trustees or any of them personally liable.

(b) If the said lands are sold, transferred or assigned by the Trustees to any person or corporation, such person or corporation ipso facto shall become bound to perform all the covenants, agreements and obligations on the Trustees' part to be performed and observed under this agreement and entitled to the benefits of this agreement as if the said person or corporation had been the party of the second part to this agreement on the day it was entered into and thereupon and thereafter the liability of the estate of the late Duke of Westminster under this agreement shall terminate: PROVIDED HOWEVER and without derogating from the foregoing it shall be a condition of the right of the Trustees to sell, transfer or assign the said lands as aforesaid that the instrument of sale, transfer or assignment shall contain a covenant by the person or corporation to whom the said lands are to be sold, transferred or assigned, with the Corporation, to observe and perform all the covenants, agreements and obligations provided herein to be observed and performed by the Trustees, otherwise any such sale, transfer or assignment shall be null and void and of no effect.

(c) This agreement shall continue to apply to the said lands, if the said lands are sold, transferred or assigned as a single unit by the Trustees, but shall not apply to any portion thereof which may be sold, transferred or assigned, as a separate parcel.

6. This agreement shall be and remain in full force and effect from and including the first day of January, 1956, until and including the thirty-first day of December, 1975, unless extended to a later date by mutual agreement between the parties hereto: PROVIDED HOWEVER that if at any time within the six months' period prior to the 31st day of December, 1965, either party hereto gives notice in writing to the other party hereto that it wishes this agreement to terminate as of the 31st day of December, 1965, because the party giving the notice is of the opinion that conditions have so materially altered that they render the provisions of this agreement inequitable, such notice of termination shall be deemed to be a question or difference arising between the parties hereto within the intent and meaning of paragraph 9 of this agreement.

7. The Corporation shall within its powers do all things necessary including the passage of by-laws applicable only to the said lands to give full effect to the intent of this agreement.

8. In order to enable the Trustees to do or perform any of the things they are permitted or obligated to do under this agreement, the Trustees shall have free right of access and user at any time for such purposes to roads and other public ways on Annacis Island owned by or under the control of the Corporation.

9. If any question or difference shall arise between the parties hereto touching these presents or the terms hereof or the rights, duties or obligations of either of the said parties or any person hereunder or as to any other matter in anywise arising out of or connected with the subject matter of these presents, the same shall be referred to the arbitration of three persons, one to be appointed by each party to the reference and a third to be appointed by such two persons before the reference is proceeded with, and the decision of any two of the arbitrators shall be binding and these presents shall be deemed to be a submission to arbitration within the provisions of the "Arbitration Act."

10. Upon the termination of this agreement by effluxion of time or otherwise all capital assets of a municipal nature such as fire equipment shall be taken over from the Trustees by the Corporation at a price then to be mutually agreed upon by the parties hereto or, if the parties hereto fail to agree upon the price, then the price shall be determined by arbitration as being a question or difference arising between the parties hereto within the intent and meaning of paragraph 9 of this agreement.

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

IN WITNESS WHEREOF this agreement has been executed by the parties hereto on the day and in the year first above written.

THE CORPORATE SEAL of the Corporation is hereunto affixed in the presence of:

SIGNED, SEALED AND DELIVERED by the Trustees in the presence of:

[SEAL.]

[SEAL.]

[SEAL.]

VICTORIA, B.C.

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