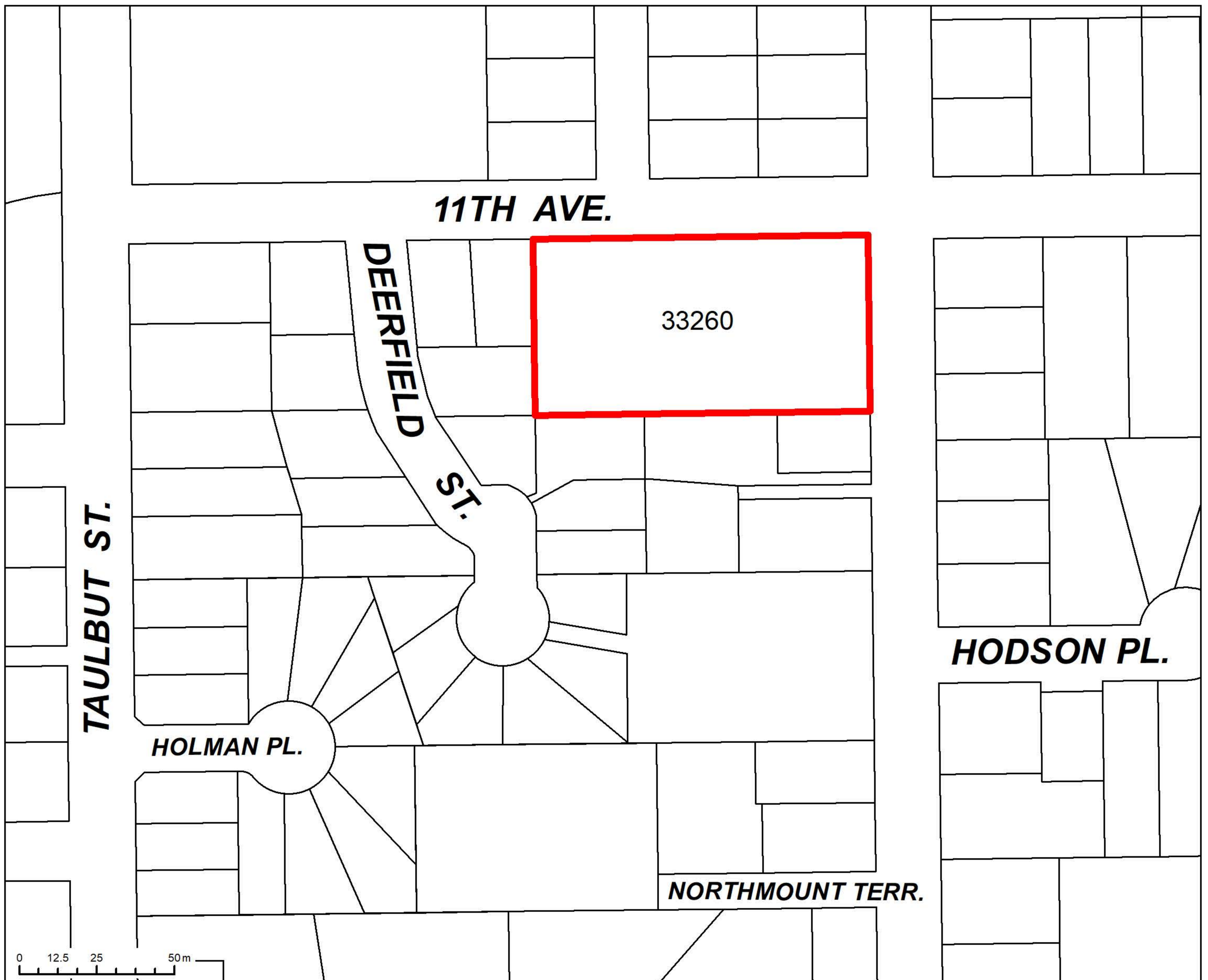


Contract No.: 365-1974

Subject Property: 33260 11th Avenue

OCP Designation: Attached Multi-Unit Residential



DISTRICT OF MISSION

BY-LAW NO. 365 - 1974

A By-Law to authorize the Council to enter into a Land Use Contract with San-Ric Developments Ltd.

WHEREAS under the provisions of Section 702 A (2) of the "Municipal Act", the Council may by by-law, amend the Zoning By-Law to designate areas of land within the Municipality as Development Areas;

AND WHEREAS the Council has by "Development Area No. 15 By-Law No. 155 - 1972" declared the following described land to be a Development Area:

The total RS 1 and RT 1 areas located in the N $\frac{1}{2}$ of Section 17, NE $\frac{1}{4}$, Section 18, SE $\frac{1}{4}$ Section 19, NE $\frac{1}{4}$ Section 19, Section 20, Section 21, SE $\frac{1}{4}$ Section 28, SW $\frac{1}{4}$ Section 28, SE $\frac{1}{4}$ Section 29, SW $\frac{1}{4}$ Section 29, D.L. 1, Group 3, D.L. 4, Group 3, D.L. 165, Group 1, in Township 17.

AND WHEREAS the Council has received an application under the provisions of Section 702 A (3) of the "Municipal Act, for a Land Use Contract to develop a 4 building condominium complex containing 22 units within the said Development Area;

AND WHEREAS a Public Hearing was held on the 5th day of September, 1974 with respect to the said application;

NOW THEREFORE, the Council of the District of Mission, in open meeting assembled, ENACTS AS FOLLOWS:-

1. This By-Law may be cited for all purposes as "District of Mission Land Use Contract By-Law No. 365 - 1974".
2. It shall be lawful for and the Council of the District of Mission is hereby empowered to enter into a Land Use Contract with San-Ric Developments Ltd. for the construction of a four building condominium complex containing 22 units upon land known and described as:


Lot 10, Blocks 194 and 195, Section 21, Township 17, Plan 12578, New Westminster District
3. The Mayor and the Clerk of the District of Mission are hereby authorized to sign, seal and deliver a Land Use Contract on behalf of the District of Mission, and to apply the Corporate Seal of the District of Mission thereto.

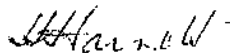
READ A FIRST TIME this 24th day of September , 1974

READ A SECOND TIME this 24th day of September , 1974

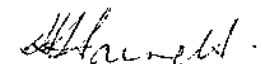
READ A THIRD TIME this 24th day of September , 1974

RECONSIDERED AND FINALLY ADOPTED THIS 7th day of October , 1974.


MAYOR


CLERK

I HEREBY CERTIFY the above to be a true and correct copy of "District of Mission Land Use Contract By-Law No. 365 - 1974".


CLERK

Date December 30 1974 Nature of Interest Land Use Contract
 Declared value \$ _____ District of B.C. _____
 Please merge J.M.P. 30 13 1974 30 13 1974
 Tel. No. 826-9157 30 13 1974
 REG. D. BLANE
 7311-D JAMES ST.
 MISSION, B.C. V2V 3V5

LAND USE CONTRACT

THIS CONTRACT is dated the 30th day of December, 1974.

BETWEEN:-

DISTRICT OF MISSION, a Municipal Corporation, duly incorporated under the laws of the Province of British Columbia, of 33157 First Avenue, Mission City, British Columbia.

(hereinafter called "THE MUNICIPALITY")

OF THE FIRST PART

AND:

SAN-RIG DEVELOPMENTS LTD
4384 STARLIGHT WAY
NORTH VANCOUVER, B.C.

(hereinafter called "THE DEVELOPER")

OF THE SECOND PART

WHEREAS the Municipality, pursuant to Section 702 A of the "Municipal Act", may, notwithstanding any by-law of the Municipality, or Section 712 or 713 of the "Municipal Act", enter into a land use contract containing such terms and conditions for the use and development of land as may be agreed upon with a developer, and thereafter the use and development of the land shall be in accordance with the land use contract:

AND WHEREAS the "Municipal Act" requires that the Municipal Council consider the criteria set out in Section 702 (2) and 702A (1) in arriving at the terms, conditions and consideration contained in a land use contract:

AND WHEREAS the Developer has presented to the Municipality a scheme for use and development of the within described lands and premises that would be in contravention of a by-law of the Municipality or Sections 712 or 713 of the "Municipal Act" or both, and has requested that the Council of the Municipality enter into this contract under the terms, conditions and for the consideration hereinafter set forth:

AND WHEREAS the Council of the Municipality, having given due consideration to the criteria set forth in Section 702 (2) and 702A (1) of the "Municipal Act", have agreed to the terms, conditions and consideration herein contained.

AND WHEREAS if the land is within a radius of one-half mile of the intersection of a controlled access highway and another highway, the approval of the Minister of Highways to the terms hereof must be obtained.

AND WHEREAS the Municipality and the Developer both acknowledge that the Council of the Municipality could not enter into this agreement, until the Council held a public hearing in relation to this agreement and considered any opinions expressed at such hearing, and unless Council by by-law approved the Municipality entering into this contract.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the conditions and covenants hereinafter set forth, the Municipality and the Developer covenant and agree as follows:

OWNER 1. The Developer is an owner of these lands and premises situate, lying and being in the _____ DISTRICT _____ of _____ MISSION _____, in the Province of British Columbia, and being more particularly known and described as:

LAND LOT 485, BLOCKS 194 AND 195, SECTION 21, TOWNSHIP 17
PLAN 47433 NEW WESTMINSTER DISTRICT

(hereinafter called "THE LAND")

CON NTS 2. The Developer has obtained the consent of all persons having a registered interest in the land as set out in the schedule prefacing the consents to the use and development set forth herein which consents are attached hereto.

- USES 3. The land, including the surface of water, and any and all buildings and structures erected thereon, thereover or therein shall be used for the purpose specified in Schedule "A" hereto and for none other.
- SITING 4. No building or structure shall be constructed, reconstructed, altered, moved or expanded upon the land except in compliance with the specifications and the plot plan set out in Schedule "B" hereto.
- SIGNS 5. No sign shall be erected upon the land or any building structure thereon except those shown on the plans and specifications set out in Schedule "D" hereto.
- PARKING 6. Off street parking and loading spaces shall be provided, located and constructed in accordance with the plans set out in Schedule "C" hereto.
- CONSTRUCT-
ION 7. All buildings and structures shall be constructed strictly in compliance with and according to the plans and specifications set out in Schedule "D" hereto.
8. All landscaping, surface treatments, fences and screens shall be constructed, located, provided and maintained in compliance with and according to the plans and specifications set out in Schedule "D" hereto.
- UTILITIES 9. All utilities, including water, sewer, gas, telephone and electricity, shall be placed, provided and constructed in compliance with and according to the plans and specifications set out in Schedule "E" hereto.
- HIGHWAYS 10. All highways, bridges, lanes and walkways, including drainage, surfacing, curbs, gutters, street lighting, boulevards and street signs shall be provided, located and constructed in compliance with and according to the plans and specifications set out in Schedule "F" hereto.

- PARKS** 11. All parks, public space, playgrounds, or other recreation facilities, to be dedicated by subdivision plan or otherwise provided, shall be provided, constructed and developed in compliance with and according to the plans and specifications set out in Schedule "H" hereto.
- SUB-DIVISION** 12. No land shall be subdivided except in compliance with and according to the plans and specifications set out in Schedule "G" hereto.
- PAYMENT** 13. Except as specifically provided in Schedule "I" hereto, the entire cost of the development of the land including the provision of all services and the provisions and construction of the items set out in paragraphs 6 to 11 hereof shall be paid for by the Developer.
- OWNERSHIP** 14. All works and services, save and except gas and electricity, buildings, structures, pipes and fixtures and development constructed, placed or carried out upon property that is now, or by this contract becomes vested in the Municipality or located upon highways required to be dedicated, shall, upon acceptance by the Municipality in writing, become the property of the Municipality free and clear of any claim by the Developer or any person claiming through the Developer and the Developer shall save harmless the Municipality from any such claim.
- MAINTENANCE** 15. Except as provided in Schedule "J" hereto, the Municipality shall, from the date of acceptance, become solely responsible for the operation, upkeep and maintenance of any works and services and any building, structure, pipes and fixtures of development accepted by it pursuant to paragraph 14 hereof, but nothing herein contained shall be deemed to or require the Municipality to operate, maintain or repair such works and services, buildings, structures, pipes fixtures or development in any manner or to any extent different from its obligations in relation to similar works, services, buildings, structures, pipes, fixtures or developments constructed by it out of its general municipal funds.

SECURITY 16. The Developer shall provide the Municipality with the security set out in Schedule "K" hereto to guarantee performance hereof.

SCHEDULE 17. The Developer shall carry out the work and construct, locate, provide, and develop the structures, buildings, works, services, developments and facilities according to the times set out in Schedule "L" hereto.

17A. The Developer hereby agrees to pay to the Municipality the sum of \$ USUAL at the time the Developer makes application for a building permit on the said land for the Municipality's own use absolutely which amount or any part thereof is not refundable.

17B. Upon execution of this contract by the Developer, the Developer shall pay the sum of \$ 3,500.00 to the Municipality for the Municipality's own use absolutely which amount or any part thereof is not refundable.

17C. In the event of any substantial breach by the Developer of any of the terms of this contract continuing after 60 days notice thereof has been given by the Municipality to the Developer by prepaid post to the address of the Developer as shown in this contract the Municipality may at its option cancel this contract and any monies paid by the Developer to the Municipality shall be forfeited and the Developer agrees to execute such documents and do such things whatsoever necessary to cancel this contract and its registration at the appropriate Land Registry Office.

REGISTRATION 18. This agreement shall be construed as running with the land and shall be registered in the Land Registry Office by the Municipality pursuant to the provisions of Section 702A (4) of the "Municipal Act".

INTERPRETATION 19. Whenever the singular or masculine is used herein, the same shall be construed as meaning the plural, feminine or body corporate or politic where the context or the parties so require.

BINDING 20. This agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

A public hearing on this agreement was held on _____ 5th _____ day of _____ September _____, A.D. 19 74 _____.

This agreement was approved on the _____ 7th _____ day of _____ _____, A.D. 19 74 _____ by By-Law No. 365-1974.

IN WITNESS WHEREOF the parties to this agreement have hereunto set their hands and seals the day and year first above written.

THE CORPORATE SEAL OF)
THE DISTRICT OF COLUMBIA)
was affixed in the present of)

[Signature])
Mayor)
[Signature])
Clerk)

~~The Corporate Seal of~~)
~~SIGNED, SEALED AND DELIVERED~~)
by the Developer in the)
presence of WES HARRIS)
The President of)
Name [Signature])
Address _____)
President)
Occupation _____)

ACKNOWLEDGMENT OF OFFICER OF A CORPORATION

I HEREBY CERTIFY that, on the 5th day of December, 1974,
at Mission, in the Province of British Columbia,
Donald Loren (whose identity has
been proved by the evidence on oath of

Donald Loren, who is) personally known to me, appeared before me and
acknowledged to me that he is the President
of Son-Ric Developments Ltd., and that he is the
person who subscribed his name to the annexed instrument as President
of the said Company
and affixed the seal of the Company

to the said Instrument, that he was first duly authorized to subscribe his
name as sforesaid, and affix the said 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 hereunto set
my Hand and Seal of Office, at Mission
in the Province of British
Columbia, this 5th day of
December one thousand nine
hundred and seventy four.

[Signature]
A Notary Public in and for the Province of
British Columbia.
A Commissioner for taking affidavits within
British Columbia.
REX D. BLANE
BARRISTER & SOLICITOR
7311-D JAMES STREET
MISSION, B. C. V2V 3V9

AFFIDAVIT OF WITNESS

Province of British Columbia }
To Wit: }

I, _____ of the
of _____, the Province of British Columbia, make
oath and say:

1. I was personally present and did see the within instrument duly
signed and executed by _____
the part thereto, for the purposes named therein.
2. The said instrument was executed at _____
3. I know the said part _____, and that _____ of the full age of nineteen years.
4. I am the subscribing witness to the said instrument and am of the full age
of sixteen years.

Sworn before me at
in the Province of British Columbia, this
day of _____, 19 _____

A Notary Public in and for the Province of British Columbia.
A Commissioner for taking Affidavits within British Columbia.

ACKNOWLEDGMENT OF OFFICER OF A CORPORATION

I HEREBY CERTIFY that, on the 18 day of DECEMBER, 1974, at MISSION, in the Province of British Columbia, HAROLD HARNETT (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 CLERK of the DISTRICT OF MISSION, and that he is the person who subscribed his name to the annexed instrument as

CLERK of the said DISTRICT OF MISSION and affixed the seal of the DISTRICT OF MISSION 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 hold and dispose of land in the Province of British Columbia.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at

Mission in the Province of British Columbia, this 18 day of December, one thousand nine hundred and seventy four.

[Handwritten signature]

LAURENCE A. H. WAINWRIGHT
A Notary Public in and for the Province of British Columbia

A Notary Public in and for the Province of British Columbia.
A Commissioner for taking affidavits within British Columbia.

AFFIDAVIT OF WITNESS

Province of British Columbia)
To Wit:)

I, _____ of the _____, the Province of British Columbia, make oath and say:

- 1. I was personally present and did see the within instrument duly signed and executed by _____ the part thereto, for the purposes named therein.
- 2. The said instrument was executed at _____
- 3. I know the said part _____, and that _____ of the full age of nineteen years.
- 4. I am the subscribing witness to the said instrument and am of the full age of sixteen years.

Sworn before me at _____ in the Province of British Columbia, this _____ day of _____, 19 _____

A Notary Public in and for the Province of British Columbia.
A Commissioner for taking Affidavits within British Columbia.



Title No. K52636E
 Register Vol. _____
 From Title No. 669952E

LAND REGISTRY ACT
 (FORM F, SECTION 143)

CERTIFICATE OF INDEFEASIBLE TITLE

Land Registry Office, New Westminster, British Columbia.

This is to certify that the undermentioned registered owner in fee-simple is absolutely and indefeasibly entitled in fee-simple, subject to such charges, liens, and interests as are notified by endorsement hereon, and subject to the conditions, exceptions, and variations set out hereon, to the land situated in the Province of British Columbia, and more particularly described below.

Registered owner in fee-simple: Application for registration received May 2nd, 1974

SAN-RIC DEVELOPMENTS LTD.

4384 Starlight Way, North Vancouver, British Columbia

Description of land: (See back hereof for transfers (if any) of the land or a part thereof).

Municipality of Mission

Lot 10 Blocks 194 and 195 Section 21
 Township 17 Plan 12578 New Westminster District

CHARGES, LIENS, AND INTERESTS*

Nature of Charge; Number; Date and Time of Application	Registered Owner of Charge	Remarks

In witness whereof I have hereunto set my hand and the seal of my office aforesaid, this 8th day of

May, 1974

A. B. [Signature]
 Deputy Registrar

[Signature]

*Each endorsement affects all the land described herein, unless otherwise indicated in "Remarks" column. See back hereof for abbreviations, etc.

REX DONALD BLANE
402-1111 West Georgia St.
Vancouver, B.C.

No. of this certificate 458006



LAND REGISTRY ACT
(Section 252)

CERTIFICATE OF ENCUMBRANCES

LAND REGISTRY OFFICE, NEW WESTMINSTER, BRITISH COLUMBIA.

OCT 30 1974

THIS IS TO CERTIFY that, at 10 a.m./3 p.m. on OCT 30 1974, 19....., the state of the title to the land described on the copy certificate of title set out on the reverse side hereof, which certificate of title contains no endorsement on the back thereof nor any transfer of land therefrom, is as herein and on the said copy stated.

S. H. Carlwood

Registrar

JUDGMENTS: *Nil*

PENDING APPLICATIONS RECEIVED: *Nil*

NOTATIONS

1. With reference to the judgment application(s) (if any) referred to herein, attention is called to the similarity of names of the judgment debtor(s) and the registered owner(s) appearing herein, and as there is no conclusive evidence on file in this office as to the identity of the judgment debtor(s), the applicant must satisfy himself on the question of identity.
2. This certificate is to be read subject to the provisions of section 38 (1) of the *Land Registry Act* and may be affected by the *Land Act Amendment Act, 1961* (see S.B.C. 1970, chapter 17).

ABBREVIATIONS

CML=Claim of mechanics' lien.
CVT=Caveat.
E=Estement.
J=Judgment.
L=Lease.

LP=Lis pendens.
M=Mortgage.
OP=Option to purchase.
RC=Restrictive covenant.
RFR=Right of first refusal.

RP=Right to purchase.
RW=Right-of-way.
SRP=Subright to purchase.
TSN=Tax Sale Notice.
U=Undersurface rights.

To:

LAND USE CONTRACT

SCHEDULE OF PERSONS HAVING A REGISTERED INTEREST
IN THE LAND WHOSE CONSENTS ARE REQUIRED.

<u>FULL NAME</u>	<u>ADDRESS</u>	<u>OCCUPATION</u>	<u>NATURE OF CHARGE</u>
------------------	----------------	-------------------	-------------------------

LAND USE CONTRACT

CONSENT

KNOW ALL MEN BY THESE PRESENTS that, _____

_____ of _____
being the holder of a charge by way of _____
registered at the Land Registry Office at _____
_____ under number _____
against all and singular that certain parcel of tract of land
and premises being in the _____
of _____, in the Province of
British Columbia and known and described as _____

in consideration of the sum of ONE DOLLAR (\$1.00) hereby agrees
and consents to the registration of a Land Use Contract made
between the registered owner of the said lands and the _____

dated the _____ day of _____ A.D. 19 _____

against the aforementioned lands in priority to the said charge
in the same manner and to the same effect as if it had been
dated and registered prior to the said charge.

SIGNED, SEALED AND DELIVERED at)

_____)
British Columbia, this _____ day)

of _____ 19 _____)
in the presence of:)

Name _____)

Address _____)

_____)
Occupation _____)

LAND USE CONTRACT

SCHEDULE "A"

Schedule of permitted land use.

Erection of a 4 building condominium strata complex, comprising
22 units in all.

1 Building - 3 units
2 Buildings - 6 units each
1 Building - 7 units

To Schedule "L"

LAND USE CONFLICT

SCHEDULE "B"

Plot Plan and Specifications:

Site Area 64,360 sq. feet

Yards front 25 feet minimum

rear 25 feet minimum

side 25 feet minimum

Site Coverage

Height of Building and Structures

maximum As included Schedule "D"

minimum

Floor space ratio .22 (Maximum allowed .45)

Minimum floor area

Number of units 22 units

Plan As submitted by L.O. Lund & Associates.
Job 7418 Sheet 1.

LAND USE CONTRACT

SCHEDULE "C"

Off Street Parking:

Total area	11,420 sq. feet
Number of Spaces	34
Size of Spaces	9' x 20'
Surfacing	Concrete or Ashphalt
Lighting	As per submitted plans - to B.C. Hydro specifications
Signs	As per Municipal Sign By-law 451-1968
Access	From Eleventh Ave. with two access entrances
Plan	As shown on sheet 1 of plans.

Off Street Loading:

Total area	
Size of Area	NOT APPLICABLE
Location	
Surfacing	
Lighting	
Signs	
Access	
Plan	

LAND USE CONTRACT

SCHEDULE "D"

Signs: To requirements of District of Mission Sign By-law No. 451-1968.

Number

Types

Location

Design

Size

Plan

Building & Structures:

Plans As plans submitted by L.O. Lund & Associates, Job 7418 sheets 1 to 5 with main floor levels thus:

- No. 1 - Eastern building elevation 101.00 to 107.00
- No. 2 - Southern building elevation 101.00 to 106.00
- No. 3 - Western building elevation 98.50
- No. 4 - Northern building elevation 98.50

and a maximum roof line elevation above the main floor not to exceed 18' 6" exclusive of chimneys etc.

All elevations to be related to datum shown on Schedule "B"

Landscaping, Surface Treatment, Fences and Screens:

Plans As per plan submitted by Justice & Webb Landscape Architects Ltd. Job 74-83

Specifications To be maintained in a neat and tidy manner with the materials being used as shown on the Landscape Plan submitted. On sight grading at property lines abutting on highways (Horne St & 11th Ave) to be graded to conform to District of Mission Subdivision Control By-law No. 337-1974, for a period of one year from date of completion.

LAND USE CONTRACT

SCHEDULE "E"

Utilities:

Water)
) To be connected to existing systems
Sewer)

Gas

Telephone)
Electricity) Underground service from pole on street, at
Plans) location approved by British Columbia Hydro
Specifications) Power Authority.

Locations

LAND USE CONTRACT

SCHEDULE 'F'

Highways, Bridges, Lanes, Walkways, and Drainage:

Paving, Curbs & Gutter

Pave 11th Avenue 24 feet wide to connect to present paving on Taulbut and terminate at west property line of Horne St., together with concrete curb and gutter and additional paving all on south side of 11th Ave., opposite lot 10 only to increase paved width to 30 feet (approximately 361 feet long.) Work to conform to District of Mission Subdivision Control By-Law No. 337 - 1974.

Plans

Specifications

Street Lighting: Street lights to B.C. Hydro & Power Authorities regulating with lights at corner Horne and Eleventh and at west end of Lot 10 on 11th Ave.

Plans

Specifications

Boulevards: To be kept in a neat and tidy manner for a period of one (1) year.

Plans

Specifications

Signs:

Plans

Specifications

Drainage To existing storm drain on 11th Ave opposite west driveway access. Sump pump required for Building No. 4 as basement is not free draining.

LAND USE CONTRACT

SCHEDULE "C"

Subdivision Plans:

Parcels:

Area 5340 sq. feet

Shape Rectangular

Dimensions 30' x 178' For future use.

Highways:

Dimensions)	
Location)	
Alignment)	Not Applicable
Gradient)	

LAND USE CONTRACT

SCHEDULE "H"

Parks, Public Space and Recreational Facilities:

Construction

Location

Size As submitted on sheet one site plan.

Development

Furnishing

Plans As per sheet one of submitted architectural plans

LAND USE CONTRACT

SCHEDULE "I"

Development and Service to be provided or paid for by the

Municipality Municipality to grade 11th Ave., to crushed gravel stage, ready for tight grading by developer, to normal subdivision by-law standards.

LAND USE CONTRACT

SCHEDULE "J"

Works and Services to be Maintained and Operated by the Developer

All services located upon the legally described parcel on Page 2 of this Contract.

LAND USE CONTRACT

SCHEDULE "K"

<u>Performance Security:</u>	<u>Amount:</u>
Performance Bond:	\$8000.00
Mortgage:	
Certified Cheque:	

shall be performance security for the completion by the developer of all the requirements of this contract.

LAND USE CONTRACT L 1967

SCHEDULE III

Item to be Provided Constructed
Located, Developed:

Date of Completion:

4 buildings comprising a total of
22 condominium units, and items as
in this contract stipulated.

June 30, 1975

Construction shall commence not later than December 1, 1974 and shall be completed by June 30th, 1975. Save and except that reasonable extension shall be granted from time to time due to force majeure, including but not limited to strikes, lockouts other than by the developer alone, unusual weather and site conditions and other circumstances beyond the control of the developer, (save and except financing) or acts of God. The developer shall promptly apply for any such extension of time upon the occurrence of any of the foregoing events.