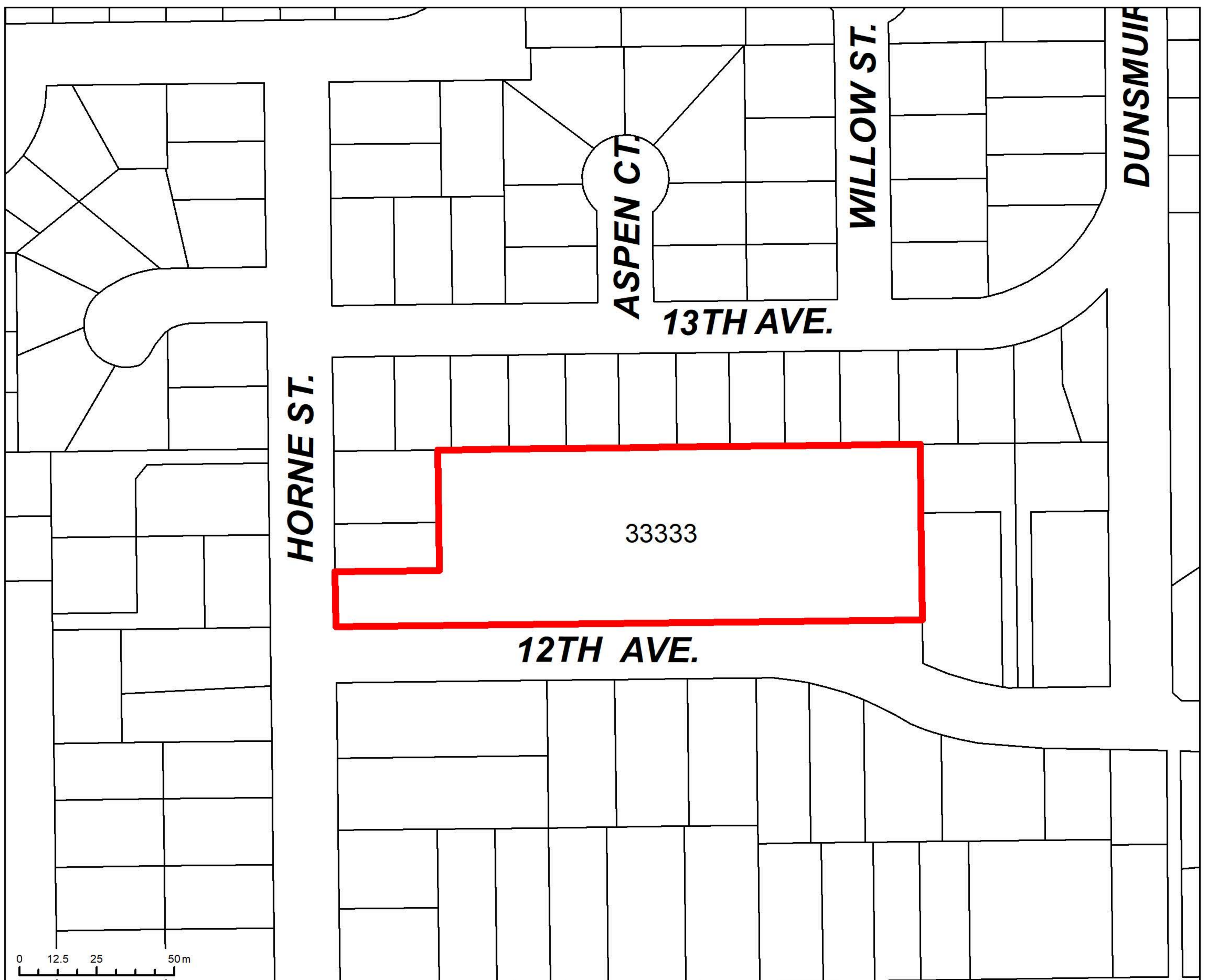


Contract No.: 611-1977

Subject Property: 33333 12th Avenue

OCP Designation: Attached Multi-Unit Residential



DISTRICT OF MISSION

BY-LAW NO. 611 - 1977

A By-law to authorize the Council to enter into a Land Use Contract with Mr. Richard Francis Schmidt & Mr. John Raymond Schmidt.

WHEREAS under the provision 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. 20 By-law No. 246 - 1973" declared the following described land to be a Development Area:-

The whole of the areas within the boundaries of the Municipality which is divided into zone designations and all of the zones as designated by "The District of Mission Zoning By-law No. 91 - 1971" and amendments thereto, save and except those areas described in the following By-laws:-

Development Area No. 3 By-law No. 95 - 1971
Development Area No. 4 By-law No. 108 - 1971
Development Area No. 5 By-law No. 109 - 1971
Development Area No. 7 By-law No. 141 - 1971
Development Area No. 8 By-law No. 142 - 1971
Development Area No. 9 By-law No. 143 - 1971
Development Area No. 10 By-law No. 144 - 1972
Development Area No. 11 By-law No. 145 - 1972
Development Area No. 15 By-law No. 155 - 1972
Development Area No. 16 By-law No. 156 - 1972
Development Area No. 17 By-law No. 159 - 1972
Development Area No. 19 By-law No. 211 - 1972

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 construct a 59 suite apartment complex containing 39 two bedroom units plus 20 one bedroom units.

AND WHEREAS a Public Hearing was held on the 3rd day of August, 1977 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. 611 - 1977.
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 Mr. Richard Francis Schmidt & Mr. John Raymond Schmidt to construct a 59 suite apartment complex containing 39 two bedroom units plus 20 one bedroom units.

Lot 413, Section 21, Township 17, Plan 42955, N.W.D.

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 apply the Corporate Seal of the District of Mission thereto.

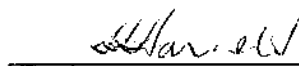
READ A FIRST TIME this 6th day of September, 1977.

READ A SECOND TIME this 19th day of September, 1977.

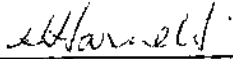
READ A THIRD TIME this 19th day of September, 1977.

RECONSIDERED AND FINALLY ADOPTED this 3rd day of October, 1977.


MAYOR


CLERK

I HEREBY CERTIFY the foregoing
to be a true and correct copy
of "District of Mission Land
Use Contract By-law No. 611 -
1977".



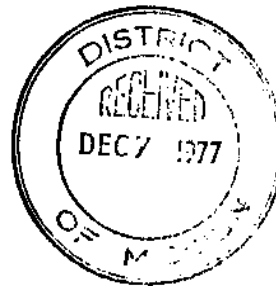
CLERK

R.A. MARTINEAU
Barrister and Solicitor

7311 - D James Street, Mission, British Columbia V2V 3V5 — Toll Free 462-9522 Telephone (604) 826-9525

December 1st 1977

District of Mission
Box 20
Mission, B.C.



Dear Sirs:

Land Use Contract
Schmidt: Richard & John
By-Law #611-1977

We wish to confirm that the above was duly registered in the Land Registry Office, New Westminster, B.C. on November 29th 1977 under application N124401 the Land Registry stamped copy attached hereto.

We confirm having ordered a Certificate of Encumbrances and will forward a copy of the same to you as soon as received by us.

Yours truly,

A handwritten signature in cursive script that reads "R.A. Martineau". The signature is written in dark ink and is positioned above the typed name.

R.A. MARTINEAU

RAM/sc
Encl.

Date Nov 29 19 77 Nature of Interest Land Use Contract
 Declared value \$ _____ Disposition of CTT
 Please merge _____ Applicant _____
 as S.H. Berling Nov 29 14 44 TT
 Tel. No. 462-9529 REX D. BLANE, CLERK OF OFFICE
 7311-D JAMES ST. MINSTER, B.C.
 MISSION, B.C. V2V 3V5

LAND USE CONTRACT No. 67

THIS CONTRACT is dated the 29 day of October, 1977.

BETWEEN:-

DISTRICT OF MISSION, a Municipal Corporation, duly incorporated under the laws of the Province of British Columbia, of Box 20, Mission City, British Columbia.

(hereinafter called "THE MUNICIPALITY")

OF THE FIRST PART

AND:

Richard Francis Schmidt Suite "F" 22359 Lougheed Highway Maple Ridge, B.C. V2X 2T3	and	John Raymond Schmidt Suite "F" 22359 Lougheed Highway Maple Ridge, B.C. V2X 2T3
--	-----	---


(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:

 R.S.

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.

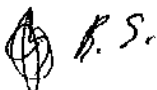
NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the conditions and covenants hereinafter set forth, the Municipality and the Developer covenant and agree as follows:

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 413, Section 21, Township 17, Plan 42955, N.W.D.

(hereinafter called "THE LAND")

CONSENTS 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.

 B.S.

- 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.
- CONSTRUCTION 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.

 B. S.

- 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 "I" 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 works and services and (including Municipal Inspection fees) and the provision 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 dedicated or required to be dedicated, or upon rights-of-way granted or required to be granted 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 and 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.

 R.S.

- SECURITY 16. The Developer shall provide the Municipality with the security set out in Schedule "K" hereto to guarantee performance hereto.
- 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 normal building permit fee 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 \$ 18,650.00 to the Municipality for the Municipality's own use absolutely which amount or any part thereof is not refundable.
- 17C. In the event of 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.
- BY-LAWS 20. All references to a by-law mean a By-law of the Municipality (whether or not so stated herein). All by-laws referred to, or applicable in this contract, shall be the most recent by-law enacted, with the most recent amendments thereto, effective on the date of the public hearing for this Land Use Contract.

 R.S.

Should the proposed development not be completed by the stated date, the Municipality may require that new or amended by-laws become effective where applicable.

YINGS

21. The drawings (if any) referred to on Schedule "A" of this contract (herein referred to as the Drawings) shall form part of this contract as if embodied herein; additional and/or working drawings shall also form part of this contract if approved by the Municipality.

Wherever and whenever works and services are required to be constructed to Municipal requirements or reference is made to engineering drawings they shall be prepared by a Professional Engineer registered to practise in British Columbia; the said drawings shall be submitted by the Developer for approval by the Municipality as if they were being submitted in accordance with the requirements of the Municipal Subdivision Control By-law.

BINDING

22. 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 3rd day of August, A.D. 1977:

This agreement was approved on the 3rd day of October, A.D. 1977 by By-law No. 611-1977.

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 MISSION)
was affixed in the presence)
of:)

[Signature])
MAYOR)
[Signature])
DEPUTY CLERK)

SIGNED, SEALED AND DELIVERED)
by the Developer in the)
presence of:)

Name [Signature])
Address 2176-122 Ave.)
[Signature])
Occupation Secretary)

[Signature]

[Signature]

[Signature] R.S. (As to both signatures)

ACKNOWLEDGMENT OF OFFICER OF A CORPORATION

I HEREBY CERTIFY that, on the 28th day of November, 1977, at MISSION, in the Province of British Columbia, DONALD F. WEST (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 DEPUTY CLERK of THE DISTRICT OF MISSION, and that he is the person who subscribed his name to the annexed instrument as DEPUTY 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 28th day of November one thousand nine hundred and seventy seven.

[Signature]

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, BESSIE HALL of the MUNICIPALITY OF MAPLE RIDGE, 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 RICHARD FRANCIS SCHMIDT & JOHN RAYMOND SCHMIDT the parties thereto, for the purposes named therein
- 2. The said instrument was executed at MAPLE RIDGE
- 3. I know the said parties, and that they are 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 MAPLE RIDGE in the Province of British Columbia, this 30th day of AUGUST, 1977.

[Signature] PETER HENNE

[Signature] Bessie J. Hall


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

[Handwritten initials] R.S.

LAND USE CONTRACT No. 67

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>
------------------	----------------	-------------------	-------------------------

 R.S.

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 _____

(B) R.S.

LAND USE CONTRACT

SCHEDULE "A"

Schedule of permitted land use.

The construction of a 59 suite apartment complex comprising the following:

39 - two bedroom suites

20 - one bedroom suites

with parking facilities and play areas as set out in subsequent schedules of this contract, all sometimes referred to herein as the Development, and in accordance with the drawings numbered and entitled below.

LUC 67-1 Site Plan, Unit Plan.

LUC 67-2 Floor Plans.

LUC 67-3 Elevations, Cross Section.

LUC 67-4 Landscape Site Plan.

LUC 67-5 Landscape Grading Plan and Drainage Site Plan.

LUC 67-6 Landscape Details, as prepared by David C. Gibbon and Associates, Landscape Architects and dated June 15, 1977.

LUC 67-7 General Layout, as prepared by Walemco Engineering Services Ltd., and dated

LUC 67-8 Subdivision Sketch Plan, as prepared by Ron Hoffart, Architect and dated June 24, 1977.

It is acknowledged that the drawings mentioned in schedules A-K are preliminary and that minor changes may be necessary to suit actual site conditions and C.M.H.C. requirements.

Such changes are to be made with the agreement of the Municipality.

 R.S.

LAND USE CONTRACT NO. 67

SCHEDULE "C"

Off Street Parking:

Total Area 22,680 square feet
Number of Spaces 84 spaces
Size of Spaces 9 x 20
Surfacing Asphalt or Cement
Lighting To British Columbia Hydro Specifications
Signs As per Municipal Sign By-law No. 451-1968
Access From street on south side to be dedicated and constructed.
Plan

Off Street Loading:

Total Area Not Applicable
Size of Area
Location
Surfacing
Lighting
Signs
Access
Plan

Refuse Disposal Provisions for refuse disposal shall be made to Municipal requirements.

B.S.

LAND USE CONTRACT NO. 67

SCHEDULE "D"

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

Number

Types

Location

Design

Size

Plan

Buildings & Structures:


Plans As shown on the Drawings and upon working drawings to be
submitted prior to the time of application for a building
permit.

Specifications

Landscaping, Surface Treatment, Fences and Screens:

Plans As per submitted plan

Specifications To be maintained in a neat and tidy manner for a
period of one year from date of completion. The
materials to be used shall be as shown on the land-
scape plan submitted. On-site grading at property
lines abutting on Horne Street and street to be
dedicated and constructed shall be graded to conform
to District of Mission Subdivision Control By-law
No. 337-1974.

 R.S.

LAND USE CONTRACT NO. 67

SCHEDULE "E"

Utilities:

Water:

The water system shall be as schematically shown on Drawing 67-7, it being understood and agreed that the Municipality will, at the cost of the Developer, supply and install the connection from the proposed replacement main referred to in Schedule "I", so that it is clear of curbing and paving as proposed on Horne Street. Connections to the Development shall be provided by the Developer who shall allow space inside the buildings in a location to be approved by the Municipality for a water-meter; the Developer shall make provision for remote read out as to Municipal requirements.

Sewer:

The sewerage system shall be as schematically shown on Drawing 67-7.

Specifications and Drawings:

Engineering drawings shall be submitted. All work shall conform to the requirements of the Subdivision Control By-law, except as particularly otherwise stated herein.

 B. S.

LAND USE CONTRACT NO. 67

SCHEDULE "F"

Highways, Bridges, Lanes, Walkways and Drainage:

Road Construction: 12th Avenue shall be fully constructed to the limit shown on Drawing 67-7, including drainage, curbs, paving and boulevard grading. The design of the future of 12th Avenue shall be established to the intersection of 12th Avenue and Dunsmuir Street. The boulevard grading only shall be completed for the westerly portion as shown.

Horne Street: It is understood and agreed that upon request in writing by the Municipality the Developer will contribute \$5,000.00 towards the cost of increasing the paved width on Horne Street between 11th and 14th Avenues from 24 feet to 36 feet and the provision of suitable curbing, on the understanding that

(a) the Municipality shall complete the said works on Horne Street within the guarantee period provided for under the terms of this contract for the construction of 12th Avenue.

(b) the Municipality shall make a request in writing for said payment not less than 30 days prior to the end of the said guarantee period.

(c) that the said \$5,000.00 shall be a proper charge against any letter of credit held by the Municipality in connection with this contract.

Street Lighting: To Subdivision Control By-law requirements.

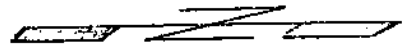
Traffic Signs: Road name and traffic signs shall be installed.

Specifications and Drawings: Engineering drawings shall be submitted. All work shall conform to the requirements of the Subdivision Control By-law, except as particularly otherwise stated herein.

A.R.S.

LAND USE CONTRACT

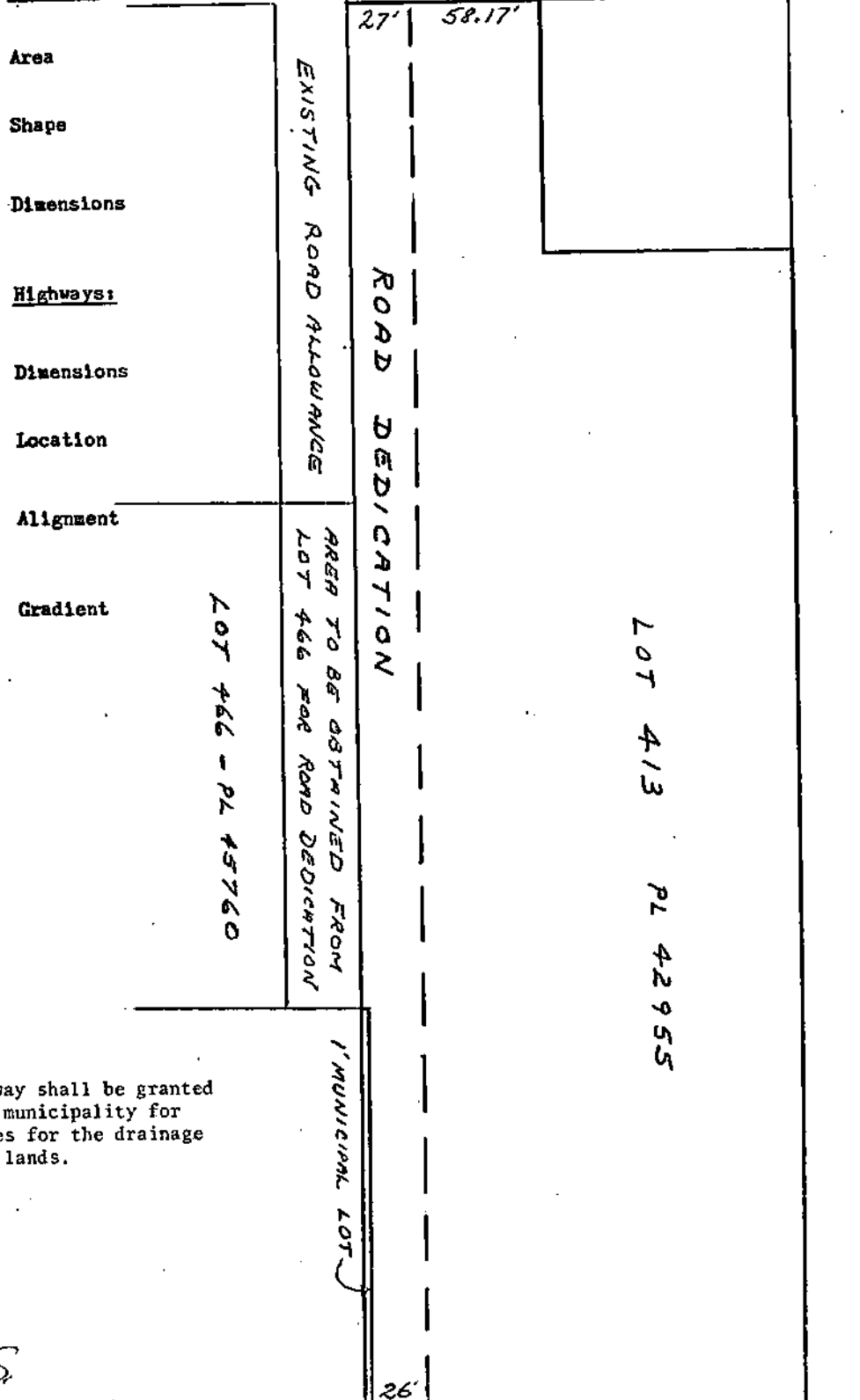
SCHEDULE "G"



Subdivision Plans:

HORNE ST.

Parcels:



Area

Shape

Dimensions

Highways:

Dimensions

Location

Alignment

Gradient

A right - of - way shall be granted in favor of the municipality for drainage purposes for the drainage system on these lands.

RS

LAND USE CONTRACT NO. 67

SCHEDULE "H"

Parks, Public Space and Recreational Facilities For Development Use Only:


Construction Childrens play area, badminton court and barbecue, to
be located in the north east corner of the parcel to an
area size of 160 feet x 120 feet. Smaller play area to be
Location located in front of the south west corner of the apartment
building as schematically shown on Drawing 67-4.

Size

Development

Furnishing

Plans

 B.S.

LAND USE CONTRACT No. 67

SCHEDULE "I"

Development and Service to be provided or paid for by the Municipality.

Water

The Municipality shall replace the 6-inch wooden water main with a new 8-inch water main on Horne Street between 11th and 14th Avenues, provided that the Developer shall contribute \$10,000 towards the cost of the work (including an allowance of 15 percent for engineering).

Sewer

The Municipality shall increase the sewer capacity on Taulbut Street between manholes 282 and 284 and on 7th Avenue between manholes 144 and 206 (an approximate distance between manholes of 700 feet) by installing twin sewers and additional manholes, provided that the Developer shall contribute up to \$25,000 towards the cost of the work (including an allowance of 15 percent for engineering).


 R.C.S.

LAND USE CONTRACT NO. 67

SCHEDULE "J"

Works and services to be Maintained by the Developer

For a period of 24 months (the guarantee period) after their acceptance by the Municipality, the Developer shall maintain those works and services that he has constructed either on the Land or upon the existing highways that have become the property of the Municipality; the manner and extent of such maintenance shall be as provided by the Municipal Subdivision By-law.

 R.S.

LAND USE CONTRACT NO. 67

SCHEDULE "K"

Performance Security:

The performance security shall be a letter of credit in a form acceptable to the Municipality in the amount of \$5,000 (the Development Security) for the construction of the Development plus the amount approved by the Municipal Engineer for the construction of the works and services referred to in Schedule L, (the Security Deposit)

The Development Security shall be deposited with the Municipality by the Developer not later than 7 calendar days after the adoption of the By-Law authorizing this contract and prior to the time the Mayor and Clerk sign this contract on behalf of the Municipality. The Security Deposit shall be deposited with the Municipality within the time limited in Schedule L; otherwise this contract shall be at an end and the Development Security shall be forfeited, unless the Council of the Municipality by resolution extend the said time.

The letter of credit for the Security Deposit shall be reduced by 80 percent when the said works and services have been accepted by the Municipal Engineer.

One quarter of the balance (5 percent) of the Security Deposit shall be released when as constructed drawings, service record cards and the works have been accepted by the Municipal Engineer. The balance of the unused portion shall be released not later than 50 days after the end of the guarantee period.

It is understood and agreed that upon request by the Developer in writing the Development Security may be considered to be the security deposit required in connection with a building permit on the Land; it is further understood and agreed that when an occupancy permit issued by the Building Inspector and the landscaping completed that the Development Security shall be released to the Developer alone unless he instructs the Municipality otherwise in writing.

Each reduction in the amount of the letter of credit shall be requested in writing by the Developer.

 R.S.

LAND USE CONTRACT NO. 67

SCHEDULE "L"

Times of Construction:

The Developer shall commence construction of the works included in Schedules E and F within 120 days of being notified in writing of the signing of this contract by the Municipality in accordance with the following schedule:

- (a) Engineering drawings to be submitted to the Municipal Engineer within 60 calendar days,
- (b) The Municipal Engineer shall review said drawings and return them to the Developer within a further 30 calendar days,
- (c) The Developer shall submit to the Municipal Engineer his Engineer's estimate of the cost of the works within a further 15 days in a form and amount acceptable to the Municipal Engineer,
- (d) The Developer shall submit a letter of credit in the amount of 100 percent of the Developer's estimate (or contract price) for the works as approved by the Municipal Engineer within 7 calendar days of being advised that the Developer's estimate of the cost of the work is acceptable to the Municipality.

The said works shall be completed by December 31, 1977 and the Development shall be completed by June 30, 1978 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.

It is understood and agreed that the Developer shall make application for a building permit not later than September 30th, 1977,

 B.S.

A By-law to authorize the Council to enter into a Land Use Contract with Mr. Richard Francis Schmidt & Mr. John Raymond Schmidt.

WHEREAS under the provision 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. 20 By-law No. 246 - 1973" declared the following described land to be a Development Area:-

The whole of the areas within the boundaries of the Municipality which is divided into zone designations and all of the zones as designated by "The District of Mission Zoning By-law No. 91 - 1971" and amendments thereto, save and except those areas described in the following By-laws:-

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Development Area No. 7 By-law No. 141 - 1971
Development Area No. 8 By-law No. 142 - 1971
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Development Area No. 10 By-law No. 144 - 1972
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Development Area No. 15 By-law No. 155 - 1972
Development Area No. 16 By-law No. 156 - 1972
Development Area No. 17 By-law No. 159 - 1972
Development Area No. 19 By-law No. 211 - 1972

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AND WHEREAS a Public Hearing was held on the 3rd day of August, 1977 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. 611 - 1977.
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 Mr. Richard Francis Schmidt & Mr. John Raymond Schmidt to construct a 59 suite apartment complex containing 39 two bedroom units plus 20 one bedroom units.

Lot 413, Section 21, Township 17, Plan 42955, N.W.D.

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 apply the Corporate Seal of the District of Mission thereto.

READ A FIRST TIME this 6th day of September, 1977.

READ A SECOND TIME this 19th day of September, 1977.

READ A THIRD TIME this 19th day of September, 1977.

RECONSIDERED AND ADOPTED this 3rd day of October 1977.


MAYOR


CLERK

I HEREBY CERTIFY the foregoing
to be a true and correct copy
of "District of Mission Land
Use Contract By-law No. 611 -
-----"

L. H. W. S. T.
CLERK