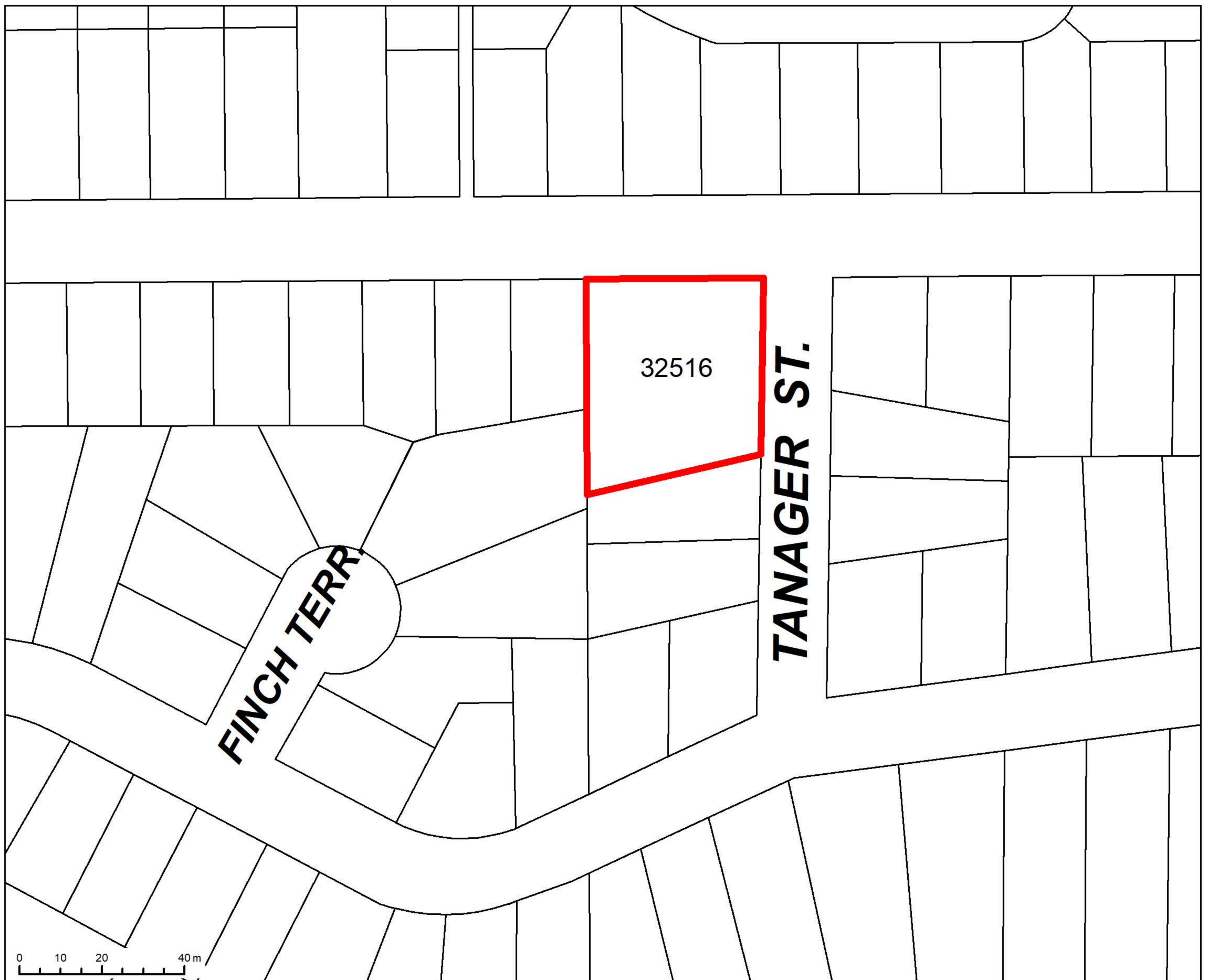


Contract No.: 651-1978
Subject Property: 32516 14th Avenue
OCP Designation: Urban Residential



DISTRICT OF MISSION

111 + 86

BY-LAW NO. 651-1978

A By-Law to authorize the Council to enter into a Land Use Contract with Mr. Wilfred Contzen

WHEREAS, under the provisions of Section 702A(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 designatfons 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 702A(3) of the Municipal Act for a Land Use Contract to construct a neighborhood public house on the following described property:

Lots 131, 132, 133 and 134, North Half of North East Quarter, Section 20, Township 17, Plan 43652, N.W.D.

AND WHEREAS a Public Hearing was held on the 6th day of February, 1978, 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. 651-1978".
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. Wilfred Contzen on the following property:

Lots 131, 132 and 133, and 134, North Half of North East Quarter, Section 20, Township 17, Plan 43652, N.W.D.

to construct a neighborhood public house.


3. The Mayor and 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 thereto.

READ A FIRST TIME this 20th day of February, 1978.

READ A SECOND TIME this 20th day of February, 1978.

READ A THIRD TIME this 20th day of February, 1978.

RECONSIDERED AND FINALLY ADOPTED THIS 6th day
of March, 1978.

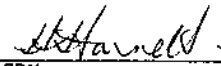


MAYOR



CLERK

I HEREBY CERTIFY the foregoing to
be a true and correct copy of
"District of Mission Land Use
Contract By-Law No. 651-1978



CLERK

DISTRICT OF MISSION

BYLAW 3569-2003-651(2)

A Bylaw to amend "District of Mission Land Use Contract
Bylaw 651-1978"

WHEREAS the Council of the District of Mission did, on the 6th day of March, 1978, enact a bylaw cited as "District of Mission Land Use Contract Bylaw 651-1978";

AND WHEREAS the Council of the District of Mission deems it advisable and in the public interest to amend the Land Use Contract Bylaw;

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

1. This Bylaw may be cited for all purposes as "District of Mission Land Use Contract Amending Bylaw 3569-2003-651(2)".
2. "District of Mission Land Use Contract Bylaw 651-1978" is hereby amended by amending Land Use Contract P50736 to allow for a wine and beer store within the existing building for property located at 32516 14th Avenue (14th Avenue Pub) and legally described as:

Parcel Identifier: 007 025 211; Lot "A" (P87176) Section 20 Township 17 New Westminster District Plan 43652

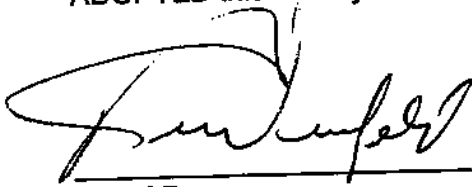
READ A FIRST TIME this 17th day of March, 2003

READ A SECOND TIME this 22nd day of April, 2003

PUBLIC HEARING held this 5th day of May, 2003

READ A THIRD TIME this 20th day of May, 2003

ADOPTED this 2nd day of June, 2003


MAYOR


DIRECTOR OF CORPORATE
ADMINISTRATION

I HEREBY CERTIFY the foregoing to be a true and correct copy of "District of Mission Land Use Contract Amending Bylaw 3569-2003-651(2)".


DIRECTOR OF CORPORATE
ADMINISTRATION

651-78

P50736

MAY 31 1978

DEPOSITED

LAND USE CONTRACT

THIS CONTRACT is dated the 6th day of March, 19 78.

BETWEEN:-

DISTRICT OF MISSION, a Municipal Corporation, duly incorporated under the laws of the Province of British Columbia, of 8645 Stave Lake Street, Mission British Columbia.

(hereinafter called "THE MUNICIPALITY")

OF THE FIRST PART

AND: Mr. Wilfred Contzen, *Realtor*
33996 Parr Avenue
Mission, B.C.

(hereinafter called "THE DEVELOPER")

OF THE SECOND PART

WHEREAS the Municipality, pursuant to Section 702A 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 (3) 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:

RECEIVED BY MUNICIPALITY
MAY 16 1978
JUNE 1978
WRITTEN

Handwritten mark

SUBSTITUTE FOR FORM

-206 0005.50 - 1

MAY 31 1978
MAY 31 1978
MAY 31 1978

Date May 31 1978 County of Fraser
Registered Value \$ _____ Organization Realtor
Please Mark _____ Applicant W. Contzen
Telephone No. 462-9522 in District 7311 James St.
Mission, B.C.

Handwritten mark

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

Lots 131, 132, 133 and 134, North half of North East Quarter, Section 20, Township 17, Plan 43652, New Westminster District.

(hereinafter called "THE LAND")

CONSENTS 194

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.

W.C.

- 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 public utilities and Municipal services 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 F1 and F2 hereto.

W.C

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

W.C

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 \$ 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 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.

W.C.

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.

DRAWINGS

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 19th day of DECEMBER, A.D. 1977.

This agreement was approved on the 6th day of March, A.D. 1978 by By-Law No. 651-1978.

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]
Donald J. West
CLERK

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

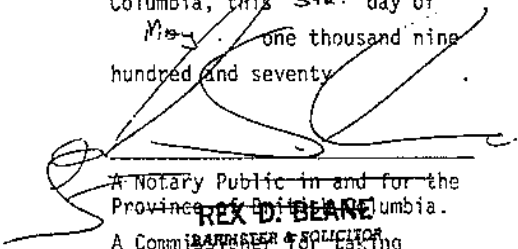
Name Leland Quinn
Address 73178 - 1st AVE
MISSION, B.C.
Occupation SECRETARY

[Signature]
W.C.

ACKNOWLEDGMENT OF OFFICER OF A CORPORATION

I HEREBY CERTIFY that, on the 5th day of May, 1978,
 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 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 SAID DISTRICT
 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
 in the Province of British
 Columbia, this 5th day of
May one thousand nine
 hundred and seventy


 A Notary Public in and for the
 Province of British Columbia.
REX D. BEANE
 A Commissioner for taking
 affidavits within British Columbia.
 7311 PINE STREET
 MISSION, B. C. V2V 3V5

AFFIDAVIT OF WITNESS

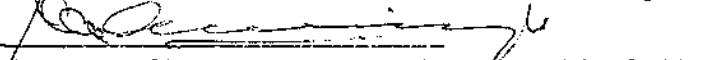
Province of British Columbia

To Wit:

I, CLARA GURIN of the DISTRICT
 of MISSION, 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 WILFRED CORTZEN
 the party thereto, for the purposes named therein
2. The said instrument was executed at MISSION BC
3. I know the said party, and that HE is 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 MISSION in the Province of British Columbia, this
26 day of January 1978. Clara Gurin


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

LAURENCE A. H. WAINWRIGHT
 A Commissioner for taking Affidavits
 for British Columbia
 W. C.

LAND USE CONTRACT

CONSENT

KNOW ALL MEN BY THESE PRESENTS that, _____

Canada Permanent Mortgage Corporation

of 1 Wellington Avenue, Chilliwack, British Columbia,

being the holder of a charge by way of Mortgage

registered at the Land Registry Office at New Westminster

British Columbia under number L1966

against all and singular that certain parcel of tract of land and premises

being in the Municipality

of Mission, in the Province of British

Columbia and known and described as _____

Lot 134 of the North Half of Section 20,

Township 17, Plan 43652, New Westminster District

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 _____

District of Mission

dated the 6th day of March A.D. 19 78

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)

City of Chilliwack)

British Columbia, this 29)

day of May 1978)

in the presence of:)

Name _____)

Address _____)

Occupation _____)

The Corporate Seal of CANADA PERMANENT MORTGAGE CORPORATION was hereto affixed in the presence of

Officer [Signature]
AUTHORIZED OFFICER

Title [Signature]
AUTHORIZED OFFICER

LAND USE CONTRACTSCHEDULE "A"Schedule of permitted land use

The construction and operation of a neighbourhood public house with the capacity of 100, hereinafter sometimes referred as the Development.

Food and liquor to be dispensed on the premises, with the added facilities of games and entertainment being part and parcel of the Development.

Off street parking and loading zones to be provided.

The Development operation to be peaceful, orderly, and law-abiding at all times with the exterior area of the building to be free from excessive noise, swearing, fighting, tire squealing, or any activity resulting in the disturbance of the normal peace and quiet of the community neighbourhood.

The Development shall be in general conformance to the Drawings prepared by Klassen Design and Drafting, numbered and entitled:

- 80-1 Site Location Plan
- 80-2 Site and Highway Plans
- 80-3 Site Plan
- 80-4 Elevation Plans and Landscape Plan
- 80-5 Floor Plan

and working drawings to be submitted for approval by the Municipality.

Should additional parking be required, Lot 134 of the N $\frac{1}{2}$ of the NE $\frac{1}{4}$, Section 20, Township 17, Plan 43652, N. W. D., shall be added to "The Land" and become part of this contract.

It is understood and agreed that within a period of not less than 6 months nor longer than 3 years after an occupancy permit has been issued the Municipality may request additional parking be provided within 6 months of the notice being given to the Developer in writing.

W. C.

50736

LAND USE CONTRACT NO. 80

SCHEDULE "B"

Plot Plan and Specifications:

| | |
|---------------|--|
| Site Area | 22,518 square feet |
| Yards front | East side (Tanager Street) - 25 feet |
| rear | West side - 41 feet 8 inches |
| side | North side - 23 feet South side - 62 feet |
| Site coverage | 3710 square feet |

Height of Building and Structures

Maximum 29 feet

Minimum

Floor Space Ratio Not to exceed 40% of site area

| | |
|--------------------|------------------|
| Minimum Floor Area | } Not Applicable |
| Number of Units | |

Plan As per plans submitted by Klassen Design & Drafting and works drawings to be submitted and to approval of Municipal Building Inspection.

W.C.

LAND USE CONTRACTSCHEDULE "C"Off Street Parking:

Total Area 11,800 square feet

Number of Spaces 30 spaces

Size of Spaces 9 feet x 20 feet

Access From Tanager Street, and at a later date if so agreed with the owners of the property to the West on to said property

Plan As per site plan. Should lot 134 on the adjacent south side be required for additional parking, the present house shall be removed and the land cleared, graded, paved and constructed to a parking lot plan approved by the municipality in compliance with an application for access from Tanager Street.

Off Street Loading:

Total Area 640 square feet

Size of Area Approximately 16' x 40'

Location South East corner of premises

Access From Tanager Street

Plan As per site plan

Surfacing Asphalt

Lighting To B. C. Hydro & Power Authority specifications

Signs Nil

Refuse Disposal: Refuse disposal facilities shall be screened and conform to Municipal requirements and to Public Health Standards

W.C.

LAND USE CONTRACT NO. 80SCHEDULE "D"

Signs: All signs shall conform to the Municipal Sign By-law No. 451 - 1968.

Buildings and Structures

Plans: All buildings shall conform to the general layout shown on Drawing 90-4 and working drawings to be submitted to the Building Inspector.

Specifications: The Development shall conform to the minimum requirements of the National Building Code and other applicable codes, and where they are higher, to the requirements of this contract.

Surface Treatment:

Site Grading: The Land shall be graded so that at the property lines abutting 14th Avenue and Tanager Street, the finished grade shall match the elevations proposed by the Municipality for regrading said streets in accordance with the Subdivision Control By-law.

The finished grading along the west property line of the Lands shall match the elevations yet to be approved by the Municipality for the Development proposed for the Land to the west.

The Development shall be graded with so as to ensure that surface water shall not cause nuisance on the Land or to others.

Parking and Loading Areas & Driveways: Parking and loading areas and driveways shall be based with pitrun and crushed gravel and surfaced with asphaltic paving not less than 1½-inches thick; they shall be lighted at an intensity in the range of 2 to 5 foot-candles. A concrete curb shall be provided along west property line.

Specifications & Drawing: Working drawings shall be submitted to the Building Inspector with elevations referred to the datum of the Geodetic Survey of Canada. Drawings for retaining walls shall be sealed by a Professional Engineer.

Landscaping, Fences and Screens:-

Plans Buffer Zone - A solid screen of plant material or wooden fence, to a height of six (6) feet shall be located on the south property line, from the front property line running west to the western property line.

Should lot 134 on the adjacent south side be required for additional parking at a later date, the above buffer zone requirements shall be relocated to the South side of lot 134.

All landscaping and boulevards to be maintained in a neat and tidy manner at all times.

W.C.

LAND USE CONTRACT NO. 80SCHEDULE "E"Municipal Utilities:

| | |
|----------------|--------------------------------------|
| Water | Not Applicable |
| Sewer | Not Applicable |
| Specifications | Municipal Subdivision Control By-law |

Public Utilities:

| | |
|-------------|---|
| Gas |) Not Applicable, except as necessary to accommodate the Development. |
| Electricity | |
| Telephone | |

Development Services:

| | |
|-------------|--|
| Water | To usual Municipal requirements for 6-inch service at the cost of the Developer. Space to be provided by the Developer inside the building for a meter at a location approved by the Municipality. Developer shall allow for remote readout of the meter. It is understood and agreed that none of the building is to be provided with sprinkling for fire protection; it is also understood and agreed that the normal minimum design water pressure shall be 35 psi at elevation 340. |
| Sewer | To usual Municipal requirements at the cost of the Developer for a six-inch service, including a manhole on the main, or if approved by the Municipal Engineer a cleanout. |
| Drainage | A single connection shall be made to the existing Municipal system from a manhole with a sump or catch-basin installed on the Land; said manhole or catchbasin shall have a flow control device provided to the outlet to the Municipal system. |
| Gas | As required by B.C. Hydro and Power Authority. |
| Electricity | Underground by dip service from B.C. Hydro and Power Authority pole, preferably on Tanager Street. |
| General | The Developer shall make application for water, sewer and drainage services not less than 7 days prior to an application for a building permit. |
| Drawings | All drawings referred to on this schedule shall be drawn and submitted independently of any and all drawings referred to in Schedule D. |

W.C.

LAND USE CONTRACT NO. 80SCHEDULE "F-1" - OffsiteHighways, Bridges, Lanes, Walkways and Drainage:14th Avenue

14th Avenue shall be constructed to a width of 44 feet, including provision of curb and gutter on the north and south sides, tight grading of crushed gravel furnished by the Municipality and paving; the extent of said work shall be from the west property line of the Land to the east property line of Lot 147 on the east side of Tanager Street, including the north end of Tanager Street as required by the proposed regrading of Tanager Street. A sidewalk not less than 6 feet wide shall be constructed on the south side of 14th Avenue and along Tanager Street across the frontage of the Land to the northern property line of Lot 134. The layout shall generally be as shown on Drawing 80-2. It is understood and agreed that the Municipality will complete the repaving of 14th Avenue east of Lot 147 at its own cost.

Tanager Street & Ptarmigan Dr.

No improvements shall be made to Tanager Street and Ptarmigan Drive at the present time; however if after one year or within 3 years of the date of this contract it is in the opinion of the Council of the Municipality that a sidewalk is necessary then the Developer shall extend the sidewalk on Tanager Street southwards from the Land to Ptarmigan Drive and westward on Ptarmigan Drive to the west property line of Lot 136 (32503 Ptarmigan Drive).

It is understood and agreed that this agreement shall have the same force and effect as if a servicing agreement in the form of Schedule H referred to in the Subdivision Control By-law had been signed.

Specifications

All work shall comply with the Subdivision Control By-law or site specific requirements as approved by the Municipal Engineer.

Boulevards

Boulevards fronting the Land shall be finish graded by the Developer; landscaping on them shall be minor only with a root structure not to interfere with underground utilities and services, and shall conform to approved working drawings to be submitted.

Engineering drawings shall be submitted for the curbing, paving and sidewalk, based on the proposed profile established by the Municipality.

Drawings

All drawings referred to on this schedule shall be drawn and submitted independently of any and all drawings (if any) referred to in Schedule D.

W.C.

LAND USE CONTRACT

SCHEDULE "G"

Subdivision Plans: To be consolidated from three lots to one lot as shown below

Parcels: The legal survey markers relating to the Land shall be replaced if it is necessary to disturb or bury them.

Area Should lot 134 become part of "the land" it shall be consolidated into the one lot created from lots 131, 132, and 133.

Dimensions

Highways:

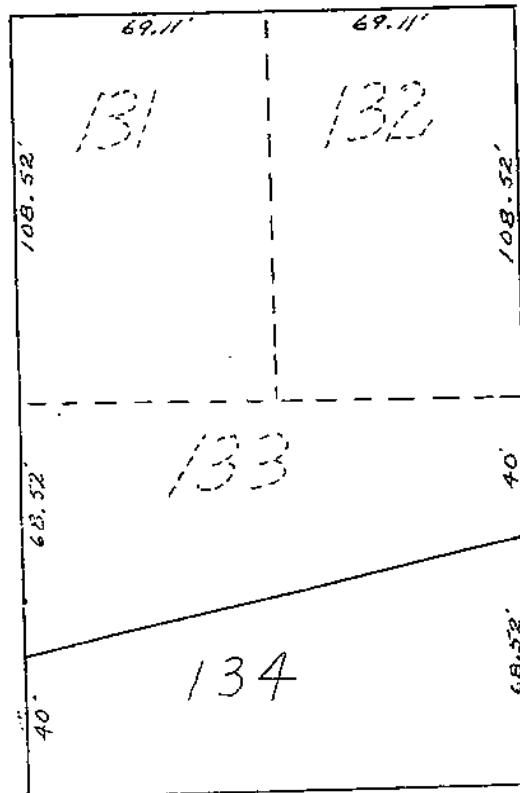
Dimensions

Location

Alignment

Gradient

14TH AVE



TANAGER ST.

W.F.

LAND USE CONTRACT NO. 80

SCHEDULE "H"

Parks, Public Space and Recreational Facilities:

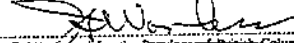
| | |
|--------------|---|
| Construction | Not applicable to exterior of premises. Interior of building to specifications of Liquor Control Branch. |
| Location | |
| Size | |
| Development | |
| Furnishing | W.C. |
| Plans | |

Acknowledgment of Officer of a Corporation

I HEREBY CERTIFY that, on the 29th day of May, 1978,
 at City of Chilliwack, in the Province of British Columbia,
 (whose identity has been proved by the evidence on oath of E. A. CLARKE, who is personally known to me, AUTHORIZED OFFICER of
 appeared before me and acknowledged to me that he is the CANADA PERMANENT MORTGAGE CORPORATION, and that he is the person AUTHORIZED OFFICER of the said
 who subscribed his name to the annexed instrument as CANADA PERMANENT MORTGAGE CORPORATION and affixed the seal of the

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 CITY OF CHILLIWACK, in the Province of
 British Columbia, this 29th day of MAY,
 one thousand nine hundred and seventy EIGHT.


 A Notary Public in and for the Province of British Columbia.
 A Commissioner for taking Affidavits for British Columbia.
JOHN F. WANLESS

50736

LAND USE CONTRACT NO. 80

SCHEDULE "I"

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

The Municipality shall include in its 1978 budget an amount for regrading 14th Avenue westwards from Tanager Street and the Developer shall contribute the sum of \$5,000.00 towards the cost of said work. The said sum shall be payable within 30 days of notice in writing by the Municipality that the work has been completed.

The Municipality shall as part of the work of regrading provide and place pitrun gravel required; it shall also provide crushed gravel to be graded and compacted by the Developer.

The Municipality shall finish grade all boulevards other than those fronting the Land, that shall be graded by the Developer.

The Municipality will at its own expense complete the repaving of 14th Avenue east from the east property line of Lot 147.

W.C.

LAND USE CONTRACT NO. 80SCHEDULE "J"Works and Services to be Maintained and Operated by the Developer.

The Developer shall maintain those works and services that he has constructed or cause to be constructed that become vested in the Municipality for a period of 24 months from the date of their acceptance by the Municipality. The said maintenance by the Developer shall be to the extent provided for, and in the same manner as if the works and services had been constructed in accordance with the Subdivision Control By-law 337 and all amendments thereto current at the time of signing of this agreement.

The Developer shall maintain in a neat and tidy manner the landscaping on the boulevards fronting the Lands.

W. C.

LAND USE CONTRACT NO. 80SCHEDULE "K"Security:

The security to guarantee the performance of this contract shall be one or more letters of credit in a form acceptable to the Municipality in the amount of \$1000.00 for the construction of the Development (the Development Security) plus the amount referred to in Schedule L for the construction of works (if any) referred to in Schedules E and F (the Works Security).

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.

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

The letter of credit for the Works Security may be reduced by 80 percent of the amount allowed for any phase of construction upon request in writing when it has been completed to the satisfaction of the Municipal Engineer; the phases of construction are:

(a) Roadworks

The final phase (a) shall include boulevard grading, the adjustment to finished grade of exposed parts of underground utilities, such as valve boxes, fire hydrants, manhole frames and covers and cleanup.

One quarter of the balance (5 percent) of the Works Security shall be released when as constructed drawings, service record cards and the works have been accepted by the Municipal Engineer. The remaining 15 percent balance (or the unused portion) shall be released not later than 50 days after the end of the guarantee period.

The Development Security shall be deemed to be the Security Deposit required in connection with a Building Permit and it (or any remaining portion) shall be released at the discretion of the Municipality either (a) when an occupancy permit for the Development has been issued, or (b) at the same time the 5 percent portion of the Works Security is released.

W. C.

LAND USE CONTRACT NO. 80SCHEDULE "L"Times of Construction:

The Developer shall make application for a building permit for the Development within 90 days of being notified in writing of the signing of the contract and shall allow 10 days for its issuance.

The Developer shall commence construction of the works included in Schedules E and F (if any) within 150 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 not less than 30 days prior to application being made for a building permit, or such lesser time requested in writing by the Developer and approved by the Municipal Engineer,
- (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 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 Developers estimate (or contract price) for the works as approved by the Municipal Engineer within 7 calendar days of being advised that the Developers estimate of the cost of the work is acceptable to the Municipality,

otherwise this contract shall be void unless the Council of the Municipality by resolution extends such times.

The said works and the Development shall be completed by October 31st, 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 no occupancy permit will be issued until the works specified in Schedules E and F (if any) have been completed, unless Council authorizes in writing.

W.C.

DISTRICT OF MISSIONBY-LAW NO. 651-1978

A By-Law to authorize the Council to enter into
a Land Use Contract with Mr. Wilfred Contzen

WHEREAS, under the provisions of Section 702A(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 702A(3) of the Municipal Act for a Land Use Contract to construct a neighborhood public house on the following described property:

Lots 131, 132, 133 and 134, North Half of North East Quarter, Section 20, Township 17, Plan 43652, N.W.D.

AND WHEREAS a Public Hearing was held on the 6th day of February, 1978, 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. 651-1978".
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. Wilfred Contzen on the following property:

Lots 131, 132 and 133, and 134, North Half of North East Quarter, Section 20 Township 17, Plan 43652, N.W.D.

to construct a neighborhood public house.

3. The Mayor and 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 thereto.

READ A FIRST TIME this 20th day of February, 1978.

READ A SECOND TIME this 20th day of February, 1978.

READ A THIRD TIME this 20th day of February, 1978.

RECONSIDERED AND FINALLY ADOPTED THIS 6th day
of March, 1978.

[Signature]
MAYOR

[Signature]
CLERK

I HEREBY CERTIFY the foregoing to
be a true and correct copy of
"District of Mission Land Use
Contract By-Law No. 651-1978

[Signature]
CLERK

LAND TITLE ACT
FORM 17
(Sections 151, 152(1), 220)

T122200

APPLICATION

NATURE OF INTEREST:
NATURE AND NUMBER OF CHARGE: ^{CHARGE 52 '81} MODIFICATION OF LAND USE CONTRACT
HEREWITH FEE OF: \$10.00 P50736 OFFICE
Full name, address, telephone number of person presenting application: NEW WESTMINSTER, B.C.
DOBELL, RANDS
Barristers and Solicitors
7311-B James Street
Mission, British Columbia 826-9536
Signature of Authorized Agent: *D. Clarke*

THIS MODIFICATION AGREEMENT made the November day of ~~XXXX~~ 1981.

BETWEEN:

INITIAL
AW

I. & B. INVESTMENTS LTD.
~~XXXXXXXXXXXXXXXXXXXX~~ a company duly incorporated under the laws of the Province of British Columbia, and having a place of business at 32516 - 14th Avenue, Mission, British Columbia

LAND TITLE ACT
Form 1 (Section 36)
MEMORANDUM OF REGISTRATION
Registered on application received on the day and at the time written herein
S.A.P. Birchfield, Registrar
New Westminster Land Title Office

~~XXXXXXXXXXXXXXXXXXXX~~
(hereinafter called the "present owner")

AND:

DISTRICT OF MISSION, a Municipal Corporation, duly incorporated under the laws of the Province of British Columbia, of 8645 Stave Lake Street, Mission, British Columbia

(hereinafter called "the District")

WHEREAS:

1. Whereas Wilfred Contzen was the registered owner of certain lands, legally known and described as:

T91174E

Lots 131, 132, 133 and 134,
North Half of the North
East Quarter of Section 20, Township 17,
Plan 43652, New Westminster
District

Market 244 - 1/2 etc
Lots 131, 132, 133
North of - see index

(hereinafter called the "lands")

2. The District allowed the said Wilfred Contzen to develop the said lands pursuant to the terms of the Land Use Contract registered under number P50736 on May 31, 1978, against the said lands (hereinafter referred to as the "Land Use Contract").

3. One of the terms (clause 3 - Schedule "A") of the said Land Use Contract was that:

6492 0010.01

gx

1981

1981

"Should additional parking be required, Lot 134 of the N 1/2 of the NE 1/4, Section 20, Township 17; Plan 43652, N.W.D., shall be added to "The Land" and become part of this contract.

It is understood and agreed that within a period of not less than 6 months nor longer than 3 years after an occupancy permit has been issued the Municipality may request additional parking be provided within 6 months of the notice being given to the Developer in writing."

(the parking clause)

4. The lands as at June 1st, 1981 are owned by the following:

T44477E → Lot 134 - Nello Angelo Bianchet

T91174E1 Lots 131, 132, 133 - Abrams Holdings Ltd.
(now known as Lot "A" (P87176))

5. The present owners desire that the parking clause be deleted from the Land Use Contract and, without prejudice to their rights to have the said clause declared unenforceable by a court of competent jurisdiction, have requested that the District waive the said requirement.

6. The District has agreed to vary the said Land Use Contract by deleting their requirements contained in the said parking clause.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties agree as follows:

1. The District agrees to execute by separate instrument a Partial Release of the Land Use Contract in registrable form as to its interest in the said Lot 134 to the intent that the said Lot 134 will be completely discharged with respect to the requirements of the Land Use Contract.

2. The District agrees that the owners from time to time of the Lot "A" (P87176) shall not be required to provide additional parking and covenants and agrees not to request the owners from time to time to provide additional parking, notwithstanding the non-issuance of the Occupancy Permit referred to in the paragraphs to be deleted.

INITIAL
S.O.
AW

3. The present owner ~~XXXXXX~~ agrees to take the steps necessary to correct a series of minor deficiencies so that a final Occupancy Permit may be issued.

4. This Agreement shall from the date hereof be read and construed along with the said Land Use Contract, and the said Land Use Contract together with all the terms and conditions hereof shall be and continue to be in full force and effect save as the same is hereby modified.

5. This Agreement shall enure to the benefit of and be binding upon the parties hereto, and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto executed these presents and affixed their corporate seals as of the day and year first above written.

INITIAL
ML

I. & B. INVESTMENTS LTD.
THE CORPORATE SEAL OF ~~MISSISSIPPI~~ was hereunto affixed in the presence of:

[Signature]
Authorized Signatory

Authorized Signatory

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

[Signature]
Authorized Signatory MAJOR

[Signature]
Authorized Signatory CLERK

LAND TITLE ACT

FORM 6
(Section 46)

PROOF OF EXECUTION BY CORPORATION

I CERTIFY that on the 4 day of December, 19 81
at New Westminster in British Columbia,

(~~whose identity has been proved by the evidence on oath of~~ GA (State full name, address, and occupation)
GEORGE ARTHUR OTTO)

who is personally known to me, appeared before me and acknowledged to me that he/she is the authorized signatory of I. & B. INVESTMENTS LTD.

and that he/she is the person who subscribed his/her name and affixed the seal of the corporation to the instrument, that he/she was authorized to subscribe his/her name and affix the seal to it, (and that the corporation existed at the date the instrument was executed by the corporation.)

IN TESTIMONY of which I set my hand and seal of office at New Westminster

this 4 day of December, 19 81

[Signature]
A Commissioner for taking Affidavits in B.C.

*Where the person making the acknowledgment is personally known to the officer taking it, strike out these words in brackets.
†These words in brackets may be added, if the applicant wishes the registrar to exercise his discretion under the section 162(3) not to call for further evidence of the existence of the corporation.
‡Write name and qualifications under section 46, e.g., A Commissioner for Taking Affidavits for British Columbia.

LAND TITLE ACT

FORM 6
(Section 46)

PROOF OF EXECUTION BY CORPORATION

I CERTIFY that on the 20 day of November, 19 81
at Mission in British Columbia,

(~~whose identity has been proved by the evidence on oath of~~ (State full name, address, and occupation)
Donald F. West)

who is personally known to me, appeared before me and acknowledged to me that he/she is the authorized signatory of The District of Mission

and that he/she is the person who subscribed his/~~her~~ name and affixed the seal of the corporation to the instrument, that he/~~she~~ was authorized to subscribe his/~~her~~ name and affix the seal to it, (and that the corporation existed at the date the instrument was executed by the corporation.)

IN TESTIMONY of which I set my hand and seal of office at Mission

this 20 day of November, 19 81

[Signature]
JOHN EDWARDS RANDE
Registrar

† A Commissioner for taking Affidavits in British Columbia
MISSION, B.C. V2V 3K5

*Where the person making the acknowledgment is personally known to the officer taking it, strike out the words in brackets.
†These words in brackets may be added, if the applicant wishes the registrar to exercise his discretion under the section 162(3) not to call for further evidence of the existence of the corporation.
‡Write name and qualifications under section 46, e.g., A Commissioner for Taking Affidavits for British Columbia.